

# County of San Mateo ~ Checklist for Contract ~ UNDER \$200,000

**Agency/Department:** PARKS

**Contract Facilitator:** JOHN CHO

**Facilitator Phone Number:** 650-599-1229

**Contractor Name:** TIMBERLINE TREE SERVICE

**Contract Number:** 39000-22-D019

**Amendment Number:** N/A

1. If applicable, waiver forms have been completed and attached to the contract packet

Extension beyond 3 years (any dollar amount) – waiver signed by County Procurement Manager	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/>	N/A
2. Recommendation for Execution of an Agreement under \$200,000	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/>	N/A
3. Standard Contract Template (SCT) with no modifications has been used	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/>	N/A
4. Pre-approved department-specific contract template has been used	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/>	N/A
5. County Counsel has reviewed modifications to the SCT	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/>	N/A
6. Service provider template was used and Attachment SP and service provider template have been reviewed and approved by County Counsel	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/>	N/A
7. Exhibit A and Exhibit B follow Contract Handbook instructions	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/>	N/A
8. The Contractor and Purchasing Agent/authorized designee have signed the contract (prior to contract start date)	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/>	N/A
9. Contractor has completed the IRS W-9 form	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/>	N/A
10. Insurance Certification Questionnaire (ICQ) is attached to the insurance certificate/endorsement; ICQ and certificate attached to contract packet	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/>	N/A
11. HIPAA Questionnaire has been completed and attached to contract packet	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/>	N/A
12. HIPAA Attachment H has been completed and attached to contract	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/>	N/A
13. Intellectual Property Questionnaire has been completed and attached to contract packet	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/>	N/A
14. Attachment IP has been completed and attached to contract	<input type="checkbox"/>	Done	<input checked="" type="checkbox"/>	N/A
15. Special Review form has been completed (technology/facility/real property)	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/>	N/A

## DISTRIBUTION AND FILING

16. Agreement number has been assigned by department (see Admin Memo B-1)	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/>	N/A
17. Contract packet has been sent to the Controller’s Office and to the Contractor	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/>	N/A
18. PDF file of the contract packet (including waivers) has been stored in a central location within the department	<input checked="" type="checkbox"/>	Done	<input type="checkbox"/>	N/A



Exhibit A - Services  
**(Be as specific as possible - include specific location)**

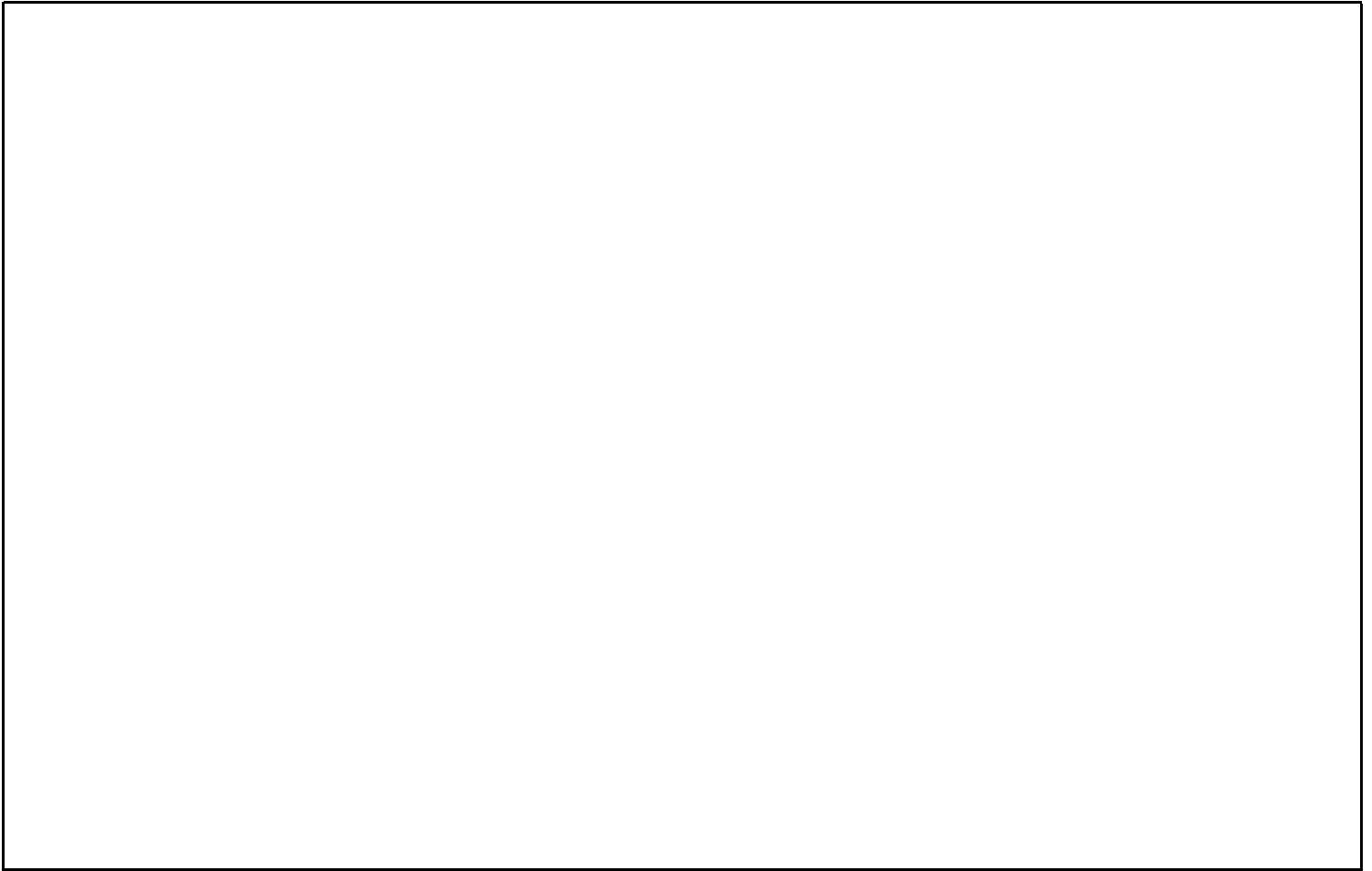
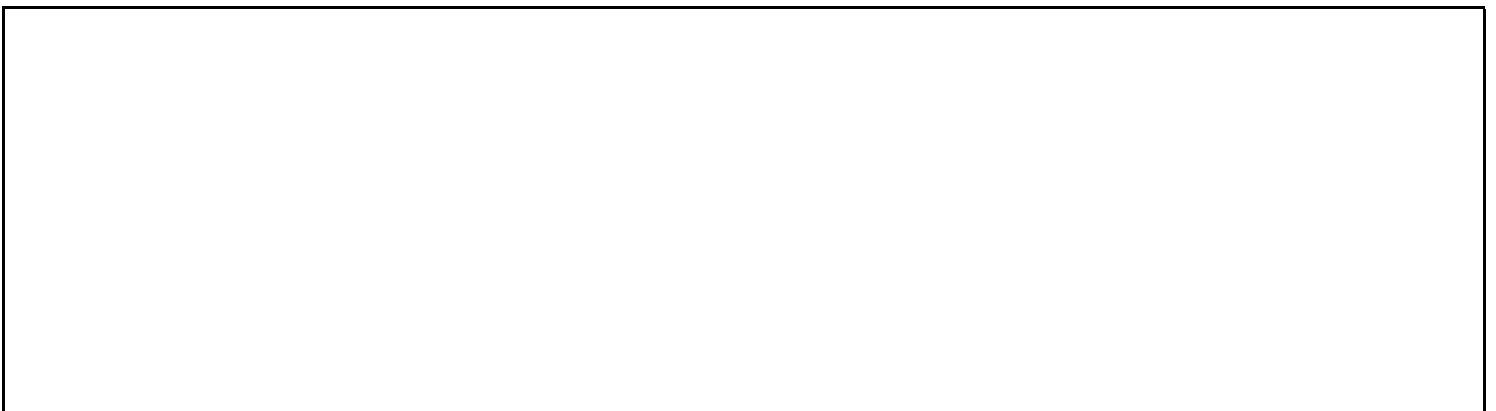
A large, empty rectangular box with a black border, intended for the user to provide details about services and their locations.

Exhibit B - Payments and Rates

A large, empty rectangular box with a black border, intended for the user to provide details about payments and rates.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND TIMBERLINE TREE SERVICE, INC.**

This Agreement is entered into this 28th day of September, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Timberline Tree Service, Inc., hereinafter called "Contractor."

\* \* \*

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of hazardous tree removal at South of Old Office located at Flood County Park.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 28, 2021, through December 31, 2021.

**5. Termination**

This Agreement may be terminated by Contractor or by the Parks Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

**12. Non-Discrimination and Other Requirements**

**a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

**b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

**c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the

Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

**14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Rogelio Castaneda/Park Ranger IV  
Address: 455 County Center 4<sup>th</sup> Floor, Redwood City CA 94063  
Telephone: 650-743-3929  
Facsimile: 650-599-1721  
Email: rcastaneda@smcgov.org

In the case of Contractor, to:

Name/Title: Steve Willett/Owner  
Address: 350 Lang Road, Burlingame CA 94010  
Telephone: 650-697-2310  
Facsimile: 650-697-4139  
Email: timberline350@aol.com

**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

**20. Prevailing Wage**

When applicable, Contractor hereby agrees to pay not less than prevailing rates of wages and be responsible for compliance with all the provisions of the California Labor Code, Article 2-Wages, Chapter 1, Part 7, Division 2, Section 1770 et seq. A copy of the prevailing wage scale established by the Department of Industrial Relations is on file in the office of the Director of Public Works, and available at [www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR) or by phone at 415-703-4774. California Labor Code Section 1776(a) requires each contractor and subcontractor keep accurate payroll records of trades workers on all public works projects and to submit copies of certified payroll records upon request.

Additionally,

- No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
- No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations

\* \* \*

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

**For Contractor:**

*Steve Willett*  
\_\_\_\_\_  
Contractor Signature

9/27/21  
\_\_\_\_\_  
Date

Steve Willett  
\_\_\_\_\_  
Contractor Name (please print)



**For County:**

Scott Lombardi  
\_\_\_\_\_  
Purchasing Agent Signature  
(Department Head or  
**Authorized** Designee)  
County of San Mateo

Digitally signed by Scott Lombardi  
Date: 2021.09.28 10:35:22 -07'00'

9-28-2021  
\_\_\_\_\_  
Date

Scott Lombardi  
\_\_\_\_\_  
Purchasing Agent Name (please print)  
(Department Head or **Authorized** Designee)  
County of San Mateo

Superintendent  
\_\_\_\_\_  
Purchasing Agent or **Authorized** Designee  
Job Title (please print)  
County of San Mateo

## Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

### **Location:**

Flood County Park  
215 Bay Road  
Menlo Park, CA 94025

### **Scope of Work:**

Contractor will safely remove hazardous large oak tree at Flood County Park located south of the old office building.

- Large oak tree south of the old office building will be safely cut down to above ground level.
- Debris and large wood pieces will be hauled away by Contractor.
- Grind out stump to below ground level, and leave mulch spread on site.
- Site will be left clean from work performed during the project.

**Total contract amount: \$10,500.00**

(Please refer to Estimate by Justin Willett on 09/23/2021)

### **Note:**

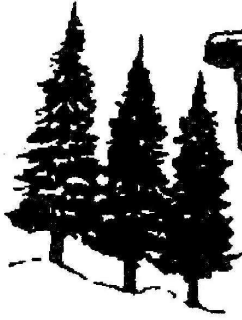
A crane will be on site to assist with removal of wood to protect pathway.

### Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. The County agrees to pay Contractor within thirty (30) days upon receipt of a written itemized invoice identifying the County agreement number, task performed or task order (if applicable) and specific work completed. Payment will be issued when work is completed and after project inspection by Supervising Ranger or Park Superintendent. Billing rates for services provided under this Agreement shall be based upon the Contractor's most current fee schedule or in reference to the attached proposal under Attachment A as part of this Agreement. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.
2. The County's total fiscal obligation under this Agreement shall not exceed **\$10,500** unless said amount is authorized to be increased by the Parks Director or his/her designee by written amendment to this Agreement.

The payment rate will be prevailing wage for DIR Determination-NC-102-X-21-2021-1  
"Tree Maintenance (Laborer)"



# TIMBERLINE

## TREE SERVICE, INC.

350 Lang Road, Burlingame, CA 94010

(650) 697-2310 • Fax (650) 697-4139 • License #710738

sales@timberlinetreeservice.com

*Fully Licensed and Insured for Your Protection*

Name San Mateo County Parks Phone 743-3929 Phone \_\_\_\_\_ Date 9/23/21  
Street Flood Park Billing \_\_\_\_\_  
City \_\_\_\_\_ Zip \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

### ESTIMATE

Removal of (1) Large Oak tree over pathway to just above ground level.

Haul away all large wood and debris.

Grind out stump below ground level, leave mulch spread out on site.

\*A crane will be onsite to assist with removal to protect pathway.

\$10,500.00

Estimated by Justin Willett

### CONTRACT

- All contract work must be listed. No verbal agreements are accepted. • STUMP GRINDINGS will NOT be hauled away unless otherwise specified.
- We are not responsible for underground utilities, pipes, or wires. • TREE ROOTS will NOT be removed unless otherwise specified above.
- All permits and their associated fees are the responsibility of the property owner. • We are not responsible for concrete stains caused by tree sap.

An express mechanics lien is hereby acknowledged on the above property to secure the amount of services provided thereto.

Customer: Accepted by \_\_\_\_\_ Date \_\_\_\_\_

The above is an estimate and does not constitute any agreement to perform work unless accepted by Timberline below.

Timberline: Accepted by \_\_\_\_\_ Date \_\_\_\_\_

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: Steve Willett

Name of Contractor(s): Timberline Tree Service, Inc.

Street Address or P.O. Box: 350 Lang Road

City, State, Zip Code: Burlingame, CA 94010

I certify that the above information is complete and correct to the best of my knowledge

Signature: *Steve Willett*

Title of Authorized Official: President

Date: 9/27/21

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

# County of San Mateo ~ Insurance Certification Questionnaire

**Contractor Name: Timberline Tree Service**

**Contract Number: 39000-22-D019**

**Date this Form Was Completed: 9/27/2021**

**Name of Person Completing Form: John Cho**

- |  |  |  |
|--|--|--|
| 1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance?<br><i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i> | <input checked="" type="checkbox"/><br>YES | <input type="checkbox"/><br>NO*            |
| 2. Does the contractor travel by car to provide contract services?   | <input checked="" type="checkbox"/><br>YES | <input type="checkbox"/><br>NO             |
| a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?   | <input checked="" type="checkbox"/><br>YES | <input type="checkbox"/><br>NO*            |
| 3. Does the contractor have 2 or more employees?   | <input checked="" type="checkbox"/><br>YES | <input type="checkbox"/><br>NO             |
| a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?  | <input checked="" type="checkbox"/><br>YES | <input type="checkbox"/><br>NO*            |
| 4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?   | <input type="checkbox"/><br>YES            | <input checked="" type="checkbox"/><br>NO  |
| a) If yes, does the contractor carry professional liability insurance?   | <input type="checkbox"/><br>YES            | <input checked="" type="checkbox"/><br>NO* |
| 5. Did you make any changes to the Hold Harmless clause in the contract template?  | <input type="checkbox"/><br>YES            | <input checked="" type="checkbox"/><br>NO  |
| a) If yes, did Risk Management and County Counsel approve changes to the contract template?  | <input type="checkbox"/><br>YES            | <input type="checkbox"/><br>NO*            |
| 6. Is San Mateo County named as the certificate holder and additional insured?   | <input checked="" type="checkbox"/><br>YES | <input type="checkbox"/><br>NO*            |

If "No\*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

**COMMENTS:**

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

*Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.*

**Risk Management Signature:**

**Date:**



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Blanket as required by written contract	Blanket as required by written contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

# County of San Mateo ~ Recommendation for a Contract UNDER \$100,000

**Department:** Parks

**Date:** \_\_\_\_\_

**Department Contact Name:** \_\_\_\_\_

**Phone:** \_\_\_\_\_

**Contractor Name:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_

**Contract Term = Start Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_

*If the contract term exceeds 3 years, the **Request to Extend a Contract Beyond 3 Years** form must be submitted to the CCC for review/approval prior to execution of the contract – allow at least 48 hours for processing by the CCC.*

**Describe the Funding** *(Provide a detailed explanation of the budget unit/org of appropriation, explain funding source(s) and explain if the contract appropriation is already part of the department approved budget or an unanticipated cost – use the reference guide):*

**Explain why this contract is necessary:**

**Which open and fair process was used to establish the best value** *(check all that apply)*

Three quotes

RFI or RFQ *(attach)*

RFP *(attach)*

**If another process was used (different than above) explain that process:**

**Explain why the selected vendor best meets department/program needs:**

*(OK to write “see attached” if an RFI, RFQ or RFP explains why/how the selected service provider best meets needs)*

**List the potential service providers who submitted a quote for the required service:**

	Potential Service Provider #1	Potential Service Provider #2	Potential Service Provider #3
Name			
Address			
Phone			
Price			
Date of Quote			
Expiration <i>(optional)</i>			