



Coastside Fire Protection District

STAFF REPORT

TO: Honorable Board of Directors

FROM: Jonathan Cox, Deputy Fire Chief

DATE: April 27, 2022

SUBJECT: A RESOLUTION OF THE DISTRICT BOARD OF COASTSIDE FIRE PROTECTION DISTRICT AUTHORIZING THE DEPUTY CHIEF TO EXECUTE AN AGREEMENT WITH STEVE MELO, INC., FOR WEED ABATEMENT SERVICES

Recommendation

It is recommended that the Fire Board adopt the attached resolution authorizing an Agreement with Steve Melo, Inc., for weed abatement services.

Background and Discussion

On March 9 and 16, 2022, the District solicited bids for weed abatement services which includes mowing of seasonal weeds and grasses to a height not to exceed four inches on properties to be determined and identified by the District. Four bids were received from Alex's Landscaping Garden Service, Paul McGregor Construction, Brush Hog Tree Care, Inc., and Steve Melo, Inc. After bids were evaluated, Steve Melo, Inc., was determined to be the lowest responsive and responsible bidder at \$150.00 per hour.

Fiscal Impact

If the attached resolution is approved, it will authorize the Deputy Chief to execute an Agreement with Steve Melo, Inc., for weed abatement services to be billed at \$150.00 per hour. During the 2021 Weed Abatement program, the previous contractor billed for 114.5 hours of work. Assuming a similar number of man hours billed for this year's program, the resulting cost should be \$17,175.00, as an estimate.

Attachments:

1. Bid Opening Form and Contractor Bids
2. Resolution
3. Vendor Agreement

BID OPENING FORM AND CONTRACTOR BIDS



Coastside Fire Protection District

Bid Opening Form

Bid Opening For Weed Abatement Contractor

Bid Opening Date 4/18/22 Time _____

Present at the Bid Opening:

Chris Spradley
Clinton Dyer

Bidder Name:	Bid Amount:
<u>Alex's Landscaping</u>	<u>\$250.00/hr</u>
<u>Steve Melo</u>	<u>\$150.00/hr</u>
<u>Chris Klingele / Brush Hog Tree Care</u>	<u>\$65-278/hr</u>
<u>Paul McGregor</u>	<u>\$225.00/hr</u>
_____	_____
_____	_____
_____	_____
_____	_____

Alex's landscaping

650-863-2831

Hourly rate is 250.00 for all services and will also include garbage pick up



I Paul McGregor jr

Am proposing to do contract mowing for
Coastside Fire Protection for \$225.00 per hour
I'm Operating with the understanding that
the fire department has Obtained and
Completed all appropriate paper work for
environmental compliance to mow the property
And Held not liable for and all utilities and
Permitting needed to perform brush cutting

Thank you

Paul McGregor

Phone/cell 650 6197751

From: Brush Hog Tree Care Inc quickbooks@notification.intuit.com
Subject: Estimate 2202 from Brush Hog Tree Care Inc
Date: Apr 15, 2022 at 3:52:44 PM
To: office@brushhogtreecare.com
Cc: office@brushhogtreecare.com

Dear Jonathan,

Please find attached estimate for services as discussed during your appointment with Chris yesterday. Should you have any questions please don't hesitate to call or reply to this email; we would be happy to discuss the details of our services and next steps for scheduling.

Thank you for providing us the opportunity to do business with you. We look forward to working with you!

Sincerely,

Brush Hog Tree Care Inc
Call/Text: (650) 400-7280
www.brushhogtreecare.com
DIR# PW-LR-1000748651
CALFIRE/USFS SFT# [9088-3727](#)
SB(Micro) / SB-PW / WBE / MBE

----- Estimate Summary -----

Estimate # : 2202
Estimate Date: 04/15/2022
Expiration Date: 04/15/2024
Total:
The complete version has been provided as an attachment to this email.



pdf

Estimate_2...are_Inc.pdf
79 KB



pdf

estimate a...ms a&b.pdf
85 KB

Brush Hog Tree Care Inc
420 Miramontes Avenue
Half Moon Bay, CA 94019
(650) 400-7280
office@brushhogtreecare.com
www.brushhogtreecare.com



Estimate

ADDRESS

Jonathan Cox, Fire Chief
Coastside Fire Protection
District
1191 Main Street
Half Moon Bay, CA 94019

ESTIMATE # 2202

DATE 04/15/2022

EXPIRATION DATE 04/15/2024

JOB SITE:

Various Parcels

CITY:

CFPD

CONTACT:

Jonathan (650) 740-7249

SERVICE & DESCRIPTION

RATE

QTY

AMOUNT

SCOPE OF WORK

Weed abatement including:

- * Reduce dead vegetation to no more than 2-4 inches of material layered on the ground.
- * Mowing, as needed, to a height of no more than 4 inches
- * On sloped lots where the use of a mower is not feasible, use weed whacker or other tools to reduce vegetation to a height of no more than 4 inches.

FIRST YEAR RATES:

1. Bobcat T66 Rubber Track Skid Steer with 72" Swivel Head Mower (with operator)

PRICE= \$165.00 per hour

2. Bobcat T190 Rubber Track Skid Steer with 66" Swivel Head Mower (with operator)

PRICE= \$155.00 per hour

3. One (1) Ground Operations Specialist and Weed Whacker for String Line Trimming

PRICE= \$65.00 per hour

4. Takeuchi TB290 Rubber Track Excavator with 39" Masticating Head (with operator)

PRICE= \$225.00 per hour

5. ASV RT-120F Rubber Track Skid Steer with 71" Masticator Head (with operator)

PRICE= \$265.00 per hour

SERVICE & DESCRIPTION

RATE

QTY

AMOUNT

SECOND YEAR RATES:

1. Bobcat T66 Rubber Track Skid Steer with 72" Swivel Head Mower (with operator)

PRICE= \$173.00 per hour

2. Bobcat T190 Rubber Track Skid Steer with 66" Swivel Head Mower (with operator)

PRICE= \$162.00 per hour

3. One (1) Ground Operations Specialist and Weed Whacker for String Line Trimming

PRICE= \$68.00 per hour

4. Takeuchi TB290 Rubber Track Excavator with 39" Masticating Head (with operator)

PRICE= \$236.00 per hour

5. ASV RT-120F Rubber Track Skid Steer with 71" Masticator Head (with operator)

PRICE= \$278.00 per hour

When a tree removal permit is required it is the responsibility of the property owner to pay for, obtain, and submit the approved permit to Brush Hog Tree Care Inc (Brush Hog) prior to confirmed scheduling of services. Upon customer request, Brush Hog may provide permit application services for an additional fee, plus the actual cost of the permit(s).

Stump grinding services are subject to change upon USA811 ticket response. Brush Hog is not responsible for any underground utilities.

A 10% deposit is required to confirm scheduling of work.

A change in the scope of work may void any previously offered discounts.

A prorated late charge of 1% interest per month applies if full payment is not received on any invoice within 30 days (12% maximum per year). Partial payments will be deducted from the interest calculation.

See Addendum A and B for other information and terms regarding your agreement with Brush Hog effective as of the date accepted by you below.

TOTAL

Accepted By

Accepted Date

Addendum A

In addition to the information on the first page of this Estimate Agreement ("Agreement") the following information and terms apply upon your signature and return of this Agreement with Brush Hog Tree Care Inc. (the "Company").

1. DOWNPAYMENT. If Company requests a downpayment, **THE DOWNPAYMENT MAY NOT EXCEED \$1,000.00 OR 10 PERCENT OF THE CONTRACT PRICE, WHICHEVER IS LESS.**

2. INSURANCE.

a. **Company's Commercial General Liability Insurance.** The Company carries commercial general liability insurance written by Atain Specialty Insurance Co. (the "**CGL Policy**"). You may call Weller/O'Brien Insurance Services at (650) 726-6328 to check the Company's insurance coverage.

b. **Workers' Compensation Insurance.** This Company carries workers' compensation insurance for all employees as required by law.

3. DISPUTE RESOLUTION.

a. *Mediation.* Any dispute shall be first submitted to mediation with a mutually agreed mediator. The complaining party shall send to the other party written notice of the nature of the dispute, the facts giving rise to the claim, and demand to mediate the matter (the "Mediation Notice"). The Mediation Notice shall name a potential qualified mediator (who shall have at least five (5) years' experience mediating similar disputes and no personal or business relationship with the demanding party). Within ten (10) days following receipt of the Mediation Notice, the responding party shall advise the demanding party in writing of any disagreement regarding the proposed mediator, and shall provide the name of a qualified proposed mediator if the original proposed mediator is not acceptable. If the responding party's proposed mediator is not accepted within ten (10) days thereafter, the two proposed mediators shall select a third qualified mediator to hear the dispute. The parties may also agree to deviate from this procedure so long as an agreed mediator is selected within thirty (30) days after receipt of the original Mediation Notice. Within sixty (60) days after the mediator is chosen, unless otherwise agreed, the parties shall schedule and attend a mediation session and attempt in good faith to resolve their dispute. The mediation shall take place in San Francisco County, California unless otherwise agreed.

4. NOTICE OF THREE-DAY RIGHT TO CANCEL

You, the customer, have the right to cancel this contract within three business days. You may cancel by e-mailing, mailing, faxing, or delivering a written notice to the Company at the Company's place of business by midnight of the third business day after you received a signed and dated copy of the Agreement that includes this notice. Include your name, your address, and the date you received the signed copy of the contract and this notice.

If you cancel, the Company must return to you anything you paid within 10 days of receiving the notice of cancellation. For your part, you must make available to the Company at your residence, in substantially as good condition as you received them, goods delivered to you under this Agreement or sale. Or, you may, if you wish, comply with the Company's instructions on how to return the goods at the Company's expense and risk. If you do make the goods available to the Company and the Company does not pick them up within 20 days of the date of your notice of cancellation, you may keep them without any further obligation. If you fail to make the goods available to the Company, or if you agree to return the goods to the Company and fail to do so, then you remain liable for performance of all obligations under the Agreement.

Addendum B

MECHANIC'S LIEN WARNING

Anyone who helps improve your property, but who is not paid, may record what is called a mechanics' lien on your property. A mechanics' lien is a claim, like a mortgage or home equity loan, made against your property and recorded with the county recorder.

Even if you pay your contractor in full, unpaid subcontractors, suppliers, and laborers who helped to improve your property may record mechanics' liens and sue you in court to foreclose the lien. If a court finds the lien is valid, you could be forced to pay twice or have a court officer sell your home to pay the lien. Liens can also affect your credit.

To preserve their right to record a lien, each subcontractor and material supplier must provide you with a document called a '20-day Preliminary Notice.' This notice is not a lien. The purpose of the notice is to let you know that the person who sends you the notice has the right to record a lien on your property if he or she is not paid.

BE CAREFUL. The Preliminary Notice can be sent up to 20 days after the subcontractor starts work or the supplier provides material. This can be a big problem if you pay your contractor before you have received the Preliminary Notices. You will not get Preliminary Notices from your prime contractor or from laborers who work on your project. The law assumes that you already know they are improving your property.

PROTECT YOURSELF FROM LIENS. You can protect yourself from liens by getting a list from your contractor of all the subcontractors and material suppliers that work on your project. Find out from your contractor when these subcontractors started work and when these suppliers delivered goods or materials. Then wait 20 days, paying attention to the Preliminary Notices you receive.

PAY WITH JOINT CHECKS. One way to protect yourself is to pay with a joint check. When your contractor tells you, it is time to pay for the work of a subcontractor or supplier who has provided you with a Preliminary Notice, write a joint check payable to both the contractor and the subcontractor or material supplier.

For other ways to prevent liens, visit CSLB's website at www.cslb.ca.gov or call CSLB at 1-800-321-CSLB (2752).

Remember, if you do nothing, you risk having a lien placed on your home. This can mean that you may have to pay twice or face the forced sale of your home to pay what you owe.

NOTICE OF CANCELLATION

To cancel this transaction, e-mail, mail or hand deliver a signed and dated copy of this cancellation notice, or any other written notice to:

Brush Hog Tree Care Inc.
420 Miramontes Avenue
Half Moon Bay, CA 94019
office@brushhogtreecare.com

Not later than midnight of the third business day after you received a signed and dated copy of the Agreement.

I hereby cancel this transaction. _____ (Date)

(Your signature) _____



April 14, 2022

Re: Coastside Fire Protection District Weed Abatement Bid

To Whom It May Concern:

I am writing to put in a formal bid for the annual Coastside Fire Protection District Weed Abatement. I am a local licensed, bonded, and insured C27 landscape contractor. Included is information pertaining to my license and insurance. This bid includes the following services:

- Reduce dead vegetation to no more than two to four inches of material layered on the ground
- Mowing, as needed, to a height of no more than 4"
- On sloped lots where the use of a mower is not feasible, use weed whacker or other tools to reduce vegetation to a height of no more than 4"

All services will be completed by the deadline provided by the fire-department if my bid is chosen.

For year 2022 my rate would be \$150 per hour. In addition, for the year 2023 we would keep the same rate of \$150 per hour.

Sincerely,

Steven Melo
PO Box 371357
Montara, CA 94037
Email: office@stevenmelo.net
Phone: (650) 728-2203

Contractor's License Detail for License # 737244

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) if this entity is subject to public complaint disclosure click on link that will appear below for more information. [Click here for a definition of disclosable actions.](#)
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 4/14/2022 12:24:24 PM

Contractor Information

STEVEN MELO INC
P O BOX 371357
MONTARA, CA 94037
Business Phone Number: (650) 728-2203

Entity Corporation
Issue Date 06/18/1997
Reissue Date 09/20/2004
Expire Date 09/30/2022

License Information

This license is current and active.

All information below should be reviewed.

License Class

C27 - LANDSCAPING

Contractor's Bond

This license filed a Contractor's Bond with [AMERICAN CONTRACTORS INDEMNITY COMPANY](#).

Bond Number: SC1038029

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual STEVEN TONY MELO certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 09/20/2004

Workers' Compensation Insurance

This license has workers compensation insurance with the [TECHNOLOGY INSURANCE COMPANY INC](#)

Policy Number: TWC398056

Effective Date: 05/09/2021

Expire Date: 05/09/2022

[Workers' Compensation History](#)

License History Information

- ▶ 09/20/2004 - LICENSE REISSUED TO ANOTHER ENTITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DiNicola Insurance Services 1635 Irving Street License# 0G53204 San Francisco CA 94122	CONTACT NAME: Janice Cruz PHONE (A/C No, Ext): (415) 564-4400 E-MAIL ADDRESS: janice@dicolains.com	FAX (A/C, No): (415) 564-4494
	INSURER(S) AFFORDING COVERAGE	
INSURED Steven Melo, Inc. P.O. Box 371357 Montara CA 94037	INSURER A: GuideOne Mutual Insurance Company	
	INSURER B: Mit Hawley Insurance Company	
	INSURER C: Technology Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL2112705186 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Deductible: \$1,000			70K100888-00	12/05/2021	12/05/2022	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						PRODUCTS - COMP/OP AGG \$
			COMBINED SINGLE LIMIT (Ea accident) \$				
			BODILY INJURY (Per person) \$				
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			GXS0004878	07/29/2021	07/29/2022	EACH OCCURRENCE \$ 1,000,000
	DED RETENTION \$		AGGREGATE \$ 1,000,000				
			\$				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A		TWC3983056	05/09/2021	05/09/2022	PER STATUTE OTH-ER
			E.L. EACH ACCIDENT \$ 1,000,000				
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000				
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER For Informational Purposes Only	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

RESOLUTION

RESOLUTION NO. 2022-12

A RESOLUTION OF THE DISTRICT BOARD OF COASTSIDE FIRE PROTECTION DISTRICT AUTHORIZING THE DEPUTY CHIEF TO EXECUTE AN AGREEMENT WITH STEVE MELO, INC., FOR WEED ABATEMENT SERVICES

WHEREAS, the Board of Directors received a report from the Deputy Chief requesting that the Board of Directors declare seasonal weeds a public nuisance; and

WHEREAS, the District solicited bids for weed abatement services which includes mowing of seasonal weeds and grasses to a height not to exceed four inches on properties to be determined and identified by the District; and

WHEREAS, four bids were received and Steve Melo, Inc., was the lowest responsive and responsible bidder at \$150.00 per hour.

NOW, THEREFORE, BE IT RESOLVED, by the Fire Board of the Coastsides Fire Protection District that:

1. The Deputy Chief is authorized to execute a one-year contract with the lowest responsive and responsible bidder, Steve Melo, Inc., for weed abatement services at the rate of \$150.00 per hour.

PASSED AND ADOPTED as a Resolution of the Coastsides Fire Protection District at the regular meeting held on the 27th day of April 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Gary Burke, Board President

ATTEST:

Jonathan Cox, Deputy Chief
District Secretary

VENDOR AGREEMENT

VENDOR AGREEMENT FOR
FOR
WEED ABATEMENT SERVICES

This Agreement is made and entered into as of the 28th day of April, 2022 by and between the Coastside Fire Protection District hereinafter called "OWNER" and Steve Melo, Inc. hereinafter called "VENDOR".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That OWNER desires to engage VENDOR to provide a product and/or services to the OWNER;
- B. That VENDOR is qualified to provide the product and/or services to the OWNER and;
- C. That the OWNER has elected to engage VENDOR upon the terms and conditions as hereinafter set forth.
 - 1. Services. The services to be performed by VENDOR under this Agreement are set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of VENDOR under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of the said parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term; Termination. (a) The term of this Agreement shall commence upon the date hereinabove written and shall expire upon the date enumerated in Exhibit A, delivery of the product or completion of performance of services hereunder by VENDOR, whichever date shall first occur.

(b) Notwithstanding the provisions of (a) above, either party may terminate this Agreement without cause by giving written notice not less than thirty (30) days prior to the effective date of termination, which date shall be included in said notice. OWNER shall compensate VENDOR for any product delivered and/or for services rendered, and reimburse VENDOR for costs and expenses incurred, to the date of termination, calculated in accordance with the provisions of paragraph 3. In ascertaining the

services actually rendered to the date of termination, consideration shall be given both to completed work and work in process of completion. Nothing herein contained shall be deemed a limitation upon the right of OWNER to terminate this Agreement for cause, or otherwise to exercise such rights or pursue such remedies as may accrue to OWNER hereunder.

3. Compensation; Expenses; Payment. OWNER shall compensate VENDOR for all services performed by VENDOR hereunder at the rate of \$150.00 per hour.

Notwithstanding the foregoing, the combined total of compensation and reimbursement of costs payable hereunder for all service required to accomplish the scope of work in Exhibit A shall not exceed the sum \$19,500 unless additional amounts have been approved in advance of performing the services or incurring the costs and expenses by OWNER.

Compensation and reimbursement of costs and expenses hereunder shall be payable upon VENDOR meeting contract milestones as defined in Exhibit A. Billing shall include an itemized statement, briefly describing by task and labor category or cost/expense items billed.

4. Additional Services. In the event OWNER desires the delivery of additional products or performance of additional services not otherwise included within Exhibit A, such products or services shall be authorized in advance by OWNER. Such amendment to this Agreement shall include a description of the product to be delivered or services to be performed thereunder, the maximum compensation and reimbursement of costs and expenses payable therefor, the time of performance thereof, and such other matters as the parties deem appropriate. Except to the extent modified by written amendment, all other terms and conditions of this Agreement shall be deemed incorporated in each such amendment.
5. Records. VENDOR shall keep and maintain accurate records of products delivered or of all time expended in performing services and costs and expenses incurred relating thereto. Said records shall be available to OWNER for review and copying during regular business hours at VENDOR's place of business or as otherwise agreed upon by the parties.
6. Authorization. This Agreement becomes effective when endorsed by both parties in the space provided below.
7. Documents. All documents, plans, drawings, renderings, and other papers, or copies thereof, as finally rendered, prepared by VENDOR pursuant to the terms of this Agreement, shall, upon preparation and delivery to OWNER, become the property of OWNER

8. Relationship of Parties. It is understood that the relationship of VENDOR to the OWNER is that of an independent contractor and all persons working for or under the direction of VENDOR are its agents or employees and not agents or employees of the OWNER.
9. Schedule. VENDOR shall adhere to the schedule set forth in Exhibit A; provided, that OWNER shall grant reasonable extensions of time for the delivery of products or performance of services occasioned by governmental reviews of VENDOR's work product or other unavoidable delays; provided, further, that such unavoidable delay shall not include strikes, lockouts, work stoppages, or other labor disturbances conducted by, or on behalf of, VENDOR's officers or employees.

VENDOR acknowledges the importance to OWNER of timely delivery of products or services and agrees to put forth its best professional efforts to perform in a manner consistent with that schedule.

10. Indemnity. To the fullest extent allowed by law, VENDOR hereby agrees to defend, indemnify, and save harmless OWNER from and against any and all claims, suits, actions liability, loss, damage, expense, cost (including, without limitation, costs and fees of litigation) of every nature, kind or description, which may be brought against, or suffered or sustained by, OWNER caused by, or alleged to have been caused by, the negligence, intentional tortuous act or omission, or willful misconduct of VENDOR, its officers, employees, subcontractors or agents in the performance of any services or work pursuant to this Agreement.

The duty of VENDOR to indemnify and save harmless, as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code; provided, however, that nothing herein contained shall be construed to require VENDOR to indemnify OWNER against any responsibility or liability in contravention of Section 2782 of the California Civil Code.

VENDOR's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained within this Agreement.

11. Insurance. VENDOR shall acquire and maintain Workers' Compensation, employer's liability, commercial general liability, owned and non-owned and hired automobile liability insurance coverage relating to VENDOR's

services to be performed hereunder covering OWNER's risks in form subject to the approval of OWNER. The minimum amounts of coverage corresponding to the aforesaid categories of insurance per insurable event shall be as follows:

<u>Insurance Category</u>	<u>Minimum Limits</u>
Workers' Compensation	statutory minimum
Employer's Liability	\$1,000,000 per accident for bodily injury or disease
Commercial General Liability	\$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury, personal injury and property damage
Automobile Liability	\$1,000,000 per accident for bodily injury and property damage (coverage required to the extent applicable to VENDOR's vehicle usage in performing services hereunder)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the OWNER as an Additional Insured. Furthermore, the requirements for coverage and limits shall be the greater of either (1) the minimum coverage and limits specified in this Agreement or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured.

VENDOR agrees to include with all subcontractors in their subcontracts the same requirements and provisions of this agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subcontractor's work. Subcontractors hired by VENDOR shall agree to be bound to VENDOR and OWNER in the same manner and to the same extent as VENDOR is bound to OWNER under this Agreement and its accompanying documents. Subcontractors shall further agree to include these same provisions with any sub-subcontractors. A copy of the indemnity and insurance provisions of this Agreement will be furnished to the Subcontractor upon request. VENDOR shall require all subcontractors to provide a valid certificate of insurance and the required endorsements included in the subcontract agreement

and will provide proof of compliance to the OWNER prior to commencement of any work by the subcontractor.

Concurrently with the execution of this Agreement, VENDOR shall, on the Insurance Coverage form provided in Exhibit B, or equivalent, furnish OWNER with certificates and copies of all declaration and endorsement pages for the insurance policy or policies required hereunder. With respect to commercial general liability and automobile liability insurance coverage, VENDOR must obtain and provide the following original endorsements:

- (a) Precluding cancellation or reduction in per occurrence limits before the expiration of thirty (30) days (10 days for nonpayment) after OWNER shall have received written notification of cancellation in coverage or reduction in per occurrence limits by first class mail;
- (b) Naming the OWNER as an additional insured; and
- (c) Providing the additional insured coverage under VENDOR's insurance policy shall be primary and non-contributory insurance with respect to OWNER and any insurance or self-insurance maintained by OWNER for itself shall be in excess of VENDOR's insurance and not contributory with it. VENDOR and its insurer may not seek contribution from OWNER's insurance or self-insurance.

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of OWNER, to the extent required by this Agreement, before the OWNER's insurance or self-insurance may be called upon to protect OWNER as a named Insured.

All self-insured retentions (SIR) must be disclosed to OWNER for approval and shall not reduce the limits of liability coverage. Policies containing and SIR provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named VENDOR/Named Insured or OWNER.

OWNER reserves the right to obtain a full certified copy of any insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Any and all Subcontractors shall agree to be bound to VENDOR and OWNER in the same manner and to the same extent as VENDOR is

bound to OWNER under this Agreement. Subcontractors shall further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, in any agreement with sub-subcontractors to the extent that they apply to the scope of the sub-subcontractor's work. A copy of the indemnity and insurance provisions of this Agreement shall be furnished to any subcontractor upon request.

VENDOR shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following completion of this project or service. In the event VENDOR fails to obtain or maintain completed operations coverage as required by this Agreement, the OWNER at its sole discretion may purchase the coverage required and the cost will be paid by VENDOR.

12. WORKERS' COMPENSATION. VENDOR certifies that it is aware of the provisions of the Labor Code of the State of California which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and VENDOR certifies that he will comply with such provisions before commencing the performance of the work of this agreement.
13. NON-DISCRIMINATION. The VENDOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The VENDOR will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, advancement, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The VENDOR shall at all times be in compliance with the requirements of the Federal Americans With Disabilities Act (Public Law 101-336) which prohibits discrimination on the basis of disability by public entities. The VENDOR agrees to post in conspicuous places available to employees and applicants for employment any notices provided by the OWNER setting forth the provisions of this non-discrimination clause.
14. Notice. All notices required by this Agreement shall be given to the OWNER and VENDOR in writing, by first class mail, postage prepaid, addressed as follows:

OWNER: Coastside Fire Protection District
1191 Main Street
Half Moon Bay, CA 94019
Attn: Jonathan Cox

VENDOR: Steve Melo, Inc.
PO Box 371357
Montara, CA 94037
Attention: Steve Melo

15. Non-Assignment. This Agreement is not assignable either in whole or in part.
16. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
17. Validity. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
18. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the parties hereto to enforce any provision of the Agreement, the unsuccessful party will pay the reasonable attorney's fees and expenses of litigation of the successful party.
19. Mediation. Should any dispute arise out of this Agreement, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.
20. Conflict of Interest. VENDOR may serve other clients, but none who are active within the OWNER of Foster OWNER or who conduct business that would place VENDOR in a "conflict of interest" as that term is defined in State law.
21. Entire Agreement. This Agreement, including Exhibits A and B, comprises the entire Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first above written by their respective officers duly authorized in that behalf.

OWNER

Dated: _____

Jonathan Cox, Deputy Chief

VENDOR

Dated: _____

Steve Melo, Owner

EXHIBIT A

SCOPE OF WORK and SCHEDULE FOR WEED ABATEMENT SERVICES

On all parcels specified by the OWNER, VENDOR will perform the following work:

- Reduce dead vegetation to no more than two to four inches of material layered on the ground
- Mowing, as needed, to a height of no more than 4"
- On sloped lots where the use of a mower is not feasible, use weed whacker or other tools to reduce vegetation to a height of no more than 4"

EXHIBIT B

This **INSURANCE COVERAGE FORM** modifies or documents insurance provided under the following:

Named Insured: _____ Effective Work Date(s): _____

Description of Work/Locations/Vehicles: _____

ADDITIONAL INSURED: **Coastside Fire Protection District**
1191 Main Street, Half Moon Bay, CA 94019
Attention: Jonathan Cox
Contract Administrator

Endorsement and Certificates of Insurance Required The Additional Insured, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> General Liability: (a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, (c) premises owned, leased occupied or used by the Named Insured, and/or (d) permits issued for operations performed by the Named Insured. {Note: MEETS OR EXCEEDS ISO Form # CG 20 10 11 85}		
<input type="checkbox"/> Auto Liability: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Additional Insured, its elected or appointed officers, officials, employees or volunteers.		
<input type="checkbox"/> Other:		
Certificates of Insurance Required (no endorsement needed) (Check all that apply)	Insurer	Policy No.
<input type="checkbox"/> Workers Compensation: work performed by employees of the Named Insured while those employees are engaged in work under the simultaneous directions and control of the Named Insured and the Additional Insured.		
<input type="checkbox"/> Professional Liability:		

PRIMARY/NON-CONTRIBUTORY: This insurance is primary and is not additional to or contributing with any other insurance carried by or for the benefit of Additional Insureds.

SEVERABILITY OF INTEREST: The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respect to the insurer's limit of liability.

PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS: Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Additional Insured, its elected or appointed officers, officials, employees, or volunteers.

CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice (ten (10) days if canceled due to non-payment) by regular mail return receipt requested has been given to the Additional Insured. Such notice shall be addressed as shown above.

WAIVER OF SUBROGATION: The insurer(s) named above agree to waive all rights of subrogation against the OWNER, its elected or appointed officers, officials, agents, volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the OWNER.

Nothing herein contained shall vary, alter or extend any provision or condition of the Policy other than as above stated.

SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the above-named insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original signature required)

ORGANIZATION: _____ **TITLE:** _____

ADDRESS: _____

TELEPHONE: () _____ **DATE ISSUED:** _____