

Ponderosa Community Services District

56287 Aspen Drive
Springville, Ca. 93265
www.ponderosacsd.com

Contract Valid from October 1, 2018 - May 1, 2021

1. Contractor agrees to provide snow removal services as per Exhibit A attached hereto and incorporated herein by reference as a part of this Agreement.
2. All work under this Agreement shall be performed to the satisfaction of the District or its representative and pursuant to this Agreement and as set forth in Exhibit B.
3. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County of Tulare and the District, their agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to any property, including property of the District or Tulare County arising out of the activities of Contractor or its agents, officers or employees under this Agreement. This indemnification specifically includes any claims made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement. This indemnification shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement.
4. In performing the services herein specified, Contractor shall perform as an independent Contractor. District liaison will monitor the amount of snow removed per Exhibit A, Item 13 of this Agreement. District retains the right to inspect work in order to determine whether, in the District's opinion, the work is being performed by Contractor in accordance with the terms of this Agreement.
5. Contractor shall be responsible for providing legally mandated benefits including, but not limited to, workers compensation insurance, and shall comply with state and federal tax withholding regulations. Contractor shall have no authority to act on behalf of District in any capacity whatsoever as its agent, nor shall Contractor bind District to any obligation.
6. In the event that either party fails to comply with any term of this Contract, the other party may terminate this Contract after no less than thirty (30) days prior written notice, and a reasonable amount of time, but no more than 10 days, to cure the violation. Notice shall be sent to the address set forth in this Agreement.
7. This Agreement may be modified or amended at any time by the express written consent of both parties. The parties further agree that although the term of the contract is for 3 years, the cost items will be reviewed annually by the parties and are subject to re-negotiation.
8. The District shall pay Contractor at the rates set forth in Exhibit B attached hereto and incorporated herein by reference. Contractor shall submit for District approval a detailed invoice describing work performed by Contractor no later than the first day of each month. All payments under this Agreement shall be made in accordance with the District's normal payment cycle.

9. It is mutually agreed that the District shall pay Contractor a minimum payment of thirty-five thousand dollars 35,000.00 base for each 2018-2019, 2019-2020, and 2020-2021 snow season. After the first year of the contract, a base increase of +/- 3% will be added to the total actual cost of snow removal; subject to review and agreement of both parties. A twenty thousand (\$20,000.00) working capital draw shall be provided by the District prior to October 1st of each year.
10. Prior to execution of this Agreement by District, Contractor shall file with the District, evidence of compliance with requirements set forth in Labor Code Section 3700 regarding worker's compensation benefits and insurance policies, or certificates thereof, issued by companies licensed to do business in the State of California providing comprehensive liability insurance coverage with combined single limit not less than One Million Dollars (\$1,000,000) per single occurrence.
11. Contractor shall comply with all state and federal laws and requirements, including but not limited to anti-discrimination requirements, as set forth below, applicable state prevailing wage payment and reporting requirements, personnel and benefits laws, and confidentiality or transparency requirements.
12. The Ponderosa Community Services District (PCSD) prohibits discrimination against any prospective or active employee because of race, color, ancestry, national origin, sex, sexual orientation or religious creed. Contractor agrees to comply with District policies regarding prohibition of discrimination in any form, as well as applicable Federal and California laws regarding employment practices. Contractor agrees to require conformance with these standards by all subcontractors employed to perform work under this Agreement.
13. In the event Contractor breaches performance standards as set forth in Exhibit A of the Agreement, the Agreement shall be terminated, notwithstanding notice provisions contained in Item 6 of the Agreement. The parties agree that if a dispute as to compliance arises, the parties will attempt in good faith to mediate the dispute.
14. Contractor agrees that in the event of a breach and pending termination of the Contract, Contractor is obligated to continue providing snow removal services at the request of the District and until such time as District is able to obtain alternative snow removal services. Contractor is obligated to continue provided service under the terms of this Agreement. The District shall determine whether Contractor's performance is consistent with this Agreement.
15. The parties agree that neither shall assign this Agreement nor the rights and duties specified herein, without the prior express written consent of the other party.
16. The products of all work under this Agreement, including but not limited to any reports, manuals, and other documentation shall be the property of the District.
17. The complete Agreement between District and Contractor consists of the following Agreement documents: This Agreement, Performance Specifications (Exhibit A), Contractor's Proposal (Exhibit B), and all amended bulletins and modifications incorporated in those documents before their execution. The work called for in one document and not expressly mentioned in the

other is to be performed the same as if mentioned in all Agreement documents. It is hereby mutually agreed that any specifications included in this Agreement shall control and shall supersede such provisions in any other Agreement documents.

18. All notices, demands, or other written communications to be made under this Agreement shall be deemed to have been conveyed if in writing and addressed to the respective parties as follows:

William L. Dolmovic
High Sierra Snow Removal
56800 Aspen Drive
Springville, CA 93265

Ponderosa Community Services District
56287 Aspen Drive
Springville, CA 93265

19. This contract is entered into and to be performed in Tulare County, California.

HIGH SIERRA BUILDERS/SNOW REMOVAL
Contractor

William L. Dolmovic

Dated: _____

PONDEROSA COMMUNITY SERVICES DISTRICT

Dale Doty, President

Dated: _____

Exhibit A

Contractor will provide snow removal to the Ponderosa Community Services District (PCSD) as follows:

1. Snow shall be removed as often as is necessary to keep public roadways open to traffic. Frequency of removal shall be determined ~~in~~ pursuant to Agreement by the District liaison and Contractor. Removal of snow and ice to pavement is not required; however a one-to-two inch (1 to 2 inch) maximum remainder is desired. Snow removal will begin when the Contractor deems it necessary based on severity of storm system and based on Contractor's knowledge, expertise, and experience in snow removal in coordination with District liaison.
2. When designated roadways are cleared of snow, turnouts shall be cleared at locations specified by the District.
3. The District will allow removal of snow at any time of day or night at the discretion of the Contractor.
4. Contractor shall make best efforts to comply with reasonable requests from the District for removal of snow during all storms.
5. Contractor shall follow operational routes deemed necessary as weather or equipment requirements permit and/or in the event of an emergency.
6. Contractor shall submit written procedures, a description of equipment to be used and the proposed method of snow removal to the District for prior approval (Exhibit B).
7. Road widths on completion of snow removal will be determined by the District representative in consultation with Contractor. Generally, all cul de sacs will be opened no less than twelve (12) feet and main roads (Tamarack, Fox and Ponderosa) no less than sixteen (16) feet.
8. Contractor shall refrain from depositing snow in the proximity of fire hydrants which are identified by blue diamond signs.
9. Contractor shall refrain from removing snow by depositing it near street signs.
10. Contractor shall immediately advise District of any damage to street signs, water pipes, fire hydrants, property damage, etc.
11. Contractor shall keep a daily log of all equipment used and hours of use. If Contractor is awarded multiple contracts (i.e. PCSD, Tulare County, USFS) Contractor will keep three separate logs (1) PCSD, (2) Tulare County and (3) USFS. Note: Aspen Drive is not part of the Ponderosa Community Services District (PCSD) (District). Aspen Drive is part of the Tulare County snow removal contract.
12. In the event that Contractor has multiple contracts the Contractor agrees that the work contracted for under this Agreement shall be performed in conjunction with all other contractual obligations of removal of snow, both in scheduling and in completion of said work.

13. Contractor shall provide snow removal equipment (defined as equipment used to remove snow).

14. The parties agree the required performance standard is as follows: a snow removal program in compliance with this Contract is achieved if access to all of the main roads is attained within 24 hours of the end of the snowfall with complete snow removed by the end of 48 hours for each and every 12" of snowfall, unless otherwise agreed in writing from both parties.

15. All snow removal equipment shall be provided by Contractor or by subcontractors hired by Contractor.

Exhibit B

Contracted Terms for Snow Removal from the Ponderosa Community Services District (PCSD) Roads during the Winter Seasons of 2018-2019 and 2019-2020

PCSD proposes the following guidelines for snow removal:

1. High Sierra Builders/Snow Removal, with District representative has complete control of equipment to be used, when to start the process of removing snow, and to what degree of clearing is necessary (based on road width minimums) before stopping snow removal for the storm.
2. A District representative chosen by the PCSD may be needed for monitoring snow removal, progress reports, emergencies and road clearance priorities.
3. The equipment that High Sierra Builders/Snow Removal will definitely have available is as follows:
 - Two MT3 units with 6' Pronovost Blowers
 - Two MT5 unit with 6'3" SnoQuip XX Blower
 - One 8-1/2' Diamond Heavy Duty angle Plow mounted on a 2002 Dodge 4WD Pickup.
 - Additional plow: One 8-1/2' Meyers V Blade plow mounted on a 2004 Ton Ford 4WD Pickup.

Cost Schedule for equipment that is owned and will be used by High Sierra:

For 0 to 13 feet of snow: \$190.00/equipment hour, regardless of equipment used

For all snow over 13 feet: \$160/equipment hour, regardless of equipment used.

\$65.00 per hour for miscellaneous labor (ex. Cutting trees out of road ways)

**As stated in item 9 of the contract, following the 2018-2019 snow season, a base increase of +/- 3% will be added to the total actual cost of snow removal; subject to review and agreement of both parties.*

The parties shall negotiate any alternative equipment if needed and rates.

High Sierra Snow Removal may stage all of the snow removal equipment on PCSD property at no cost. This would facilitate the removal of snow from the County MI 07/Aspen Drive.