



Upper Mokelumne River Watershed Authority

Supplemental Agenda Materials Packet (2 of 2)

- July 24, 2020 -

Table of Contents

Supplemental Packet B

4	West Calaveras Thin Project	1. General Services Agreement with Tanner Logging, Inc. 2. West Calaveras Thin SPA Agreement - Draft (64 pages total)
8	Consulting Agreements for UMRWA Support Personnel	1. Consulting Services Agreement with Richard Sykes 2. Consulting Services Agreement with Rob Alcott 3. Consulting Services Agreement with Landmark Environmental Inc. (21 pages total)
9	Web Support Agreement with Woodard & Curran	Consulting Services Agreement with Woodard & Curran (8 pages)
10	Youth Watershed Stewardship Program FY2019 Agreement	Consulting Services Agreement with Mother Lode Land Trust (5 pages)

Members

Alpine County • Alpine County Water Agency • Amador County • Amador Water Agency • Calaveras County • Calaveras County Water District • Calaveras Public Utility District • East Bay Municipal Utility District • Jackson Valley Irrigation District

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

GENERAL SERVICES AGREEMENT

for

West Calaveras/Bailey Fuel Reduction Project (In response to RFP No. 20-03)

THIS SERVICES AGREEMENT (“Agreement”) is entered into by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a joint powers agency formed pursuant to the laws of the State of California (“Authority”) and TANNER LOGGING, INC. (“Contractor”).

Authority desires to obtain thinning and fuel treatment services (“the Services”) which are more fully described in Exhibit A to this Agreement and;

Contractor is professionally and legally qualified to provide the Services and is willing to provide them to the Authority.

Now therefore it is agreed that Authority retains Contractor to provide the Services, and Contractor accepts such engagement, on the General Requirements specified in this Agreement, the attached Additional Provisions, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Scope of Work and Project Map
Exhibit B	General Requirements
Exhibit C	Insurance Certificates (i.e. Workers Comp; Commercial Liability, Auto)
Exhibit D	Payment Terms and Procedures
Exhibit E	Specifications for Operations
Exhibit F	Contractor’s RFP Response

The maximum compensation payable to the Contractor shall not exceed Three Hundred Eighty Thousand Five Hundred dollars (\$380,500) as shown below for the term of this Agreement.

Description	Unit of Measure	Estimated Quantity ¹	Unit Cost	Extended Cost
Item 1. Thinning and Mastication; Units 10, 11, 13, 14, 15, 16, 17, 18, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33	acre	185	\$1,300.00	\$240,500
Item. 2. Thinning and Mastication; Remove and Pile Biomass Trees; Unit 21	acre	15	\$2,000.00	\$30,000
Item 3. Thinning and Mastication; Units 20, 35, 37 ²	acre	46	\$2,000.00	\$92,000
Item 4. Thinning and Mastication; Skid and Deck Logs; Unit 38	acre	6	\$3,000.00	\$18,000
TOTAL COST ALL ITEMS				\$380,500

¹Quantities listed herein are an estimated quantity and are not to be construed as guarantees. No minimum or maximum is guaranteed or implied.

²Item 3 Optional acres reduced from RFP Acres to match available budget.

Each party executing this Agreement warrants that he or she has authority to enter into this Agreement on behalf the party for whom he or she signs. This Agreement shall become effective as of the date of the second signature below.

Term of Agreement: The term of this agreement begins on the date this agreement is executed by the Upper Mokelumne River Watershed Authority and terminates on December 31, 2022.

Notices: All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing, signed by an authorized representative, and hand delivered to a designated representative or deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows.

To Contractor: Tanner Logging, Inc.
Richard Tanner, President
P.O. Box 1603
Murphys, CA 95247

To Authority: Upper Mokelumne River Watershed Authority
Richard Sykes, Executive Officer
15083 Camanche Parkway South
Valley Springs, CA 95252

With a copy to:

Gregory Gillott, Authority Counsel
810 Court Street
Jackson, CA 95642

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year below written.

UPPER MOKELUMNE RIVER WATERSHED
AUTHORITY

CONTRACTOR: TANNER LOGGING, INC.

BY: _____
Richard Sykes, Executive Officer

BY: _____
Richard Tanner, President

DATE: _____

Federal Tax I.D. No.: 68-0198144

Approved as to form:

BY: _____
Greg Gillott, Authority Counsel

EXHIBIT A

SCOPE OF WORK

This project lies entirely within Stanislaus National Forest Lands, on the Calaveras Ranger District. The Authority is implementing this project under a Supplemental Project Agreement pursuant to Master Stewardship Agreement #16-SA-11052000-065 between the Authority and the Forest Service.

Most of the project consists of overstocked plantations that are approximately 20 to 50 years old. In all areas, live and dead brush, dead trees, and live coniferous trees generally less than 10" diameter breast height (DBH) would be treated in order to reduce fuel loading which is leading to a high risk of increased wildfire severity, intensity, and frequency.

SPECIFIC REQUIREMENTS

Item Number	Description	Unit of Measure	Quantity
1	Thinning and Mastication Units Listed Below	Acres	185
2	Thinning and Mastication; Remove and Pile Biomass Trees; Unit 21	Acres	15
3	Thinning and Mastication Units 20, 35, 37	Acres	46
4	Thinning and Mastication; Skid and Deck Logs; Unit 38	Acres	6
Total Project		Acres	252

¹Quantities listed herein are an estimated quantity and are not to be construed as guarantees. No minimum or maximum is guaranteed or implied.

Items 1. Thinning and Mastication – 185 Acres (Units 10, 11, 13, 14, 15, 16, 17, 18, 22, 23, 24, 26, 27, 28, 29, 30, 31, 32, 33)

- a. Unit boundaries are identified with white flagging as shown on the Contract Area Map.
- b. Except as provided below for Item 2, masticate all live brush and coniferous trees up to 10" DBH to a 20 x 20 feet spacing. Retain at least 1 clump of 3-6 trees per acre (flower pot concept) for stand heterogeneity. Clumps shall not exceed 1/100 of an acre or 20 x 20 feet in size. Trees up to 12" DBH may be masticated when necessary for equipment operability.
- c. Masticate all dead brush and dead coniferous trees up to 15.9" DBH.
- d. In all units, all dead trees (snags) tall enough to reach travelled roadways shall be felled to abate hazard. Such material shall be masticated or removed to disposal sites unless otherwise agreed to be left in place.
- e. Trees are to be retained within the spacing described above in the following priority: 1) Sugar pine (free of white pine blister rust), 2) Douglas fir, 3) Incense cedar, 4) Ponderosa pine, 5) White fir. Retained trees shall be free of damage and defect. If all trees inside the spacing have defect or damage, retain the healthiest tree with highest species priority. Damage includes but is not limited to broken tops, broken branches, trunk scars and previous mechanical damage.

Defect includes but is not limited to forked tops, crooks, conks, cankers, mistletoe and blister rust.

- f. All trees marked with orange or red paint are designated leave trees and shall not be damaged or felled. Protection of the residual live trees shall be the highest priority in all operations.
- g. Mastication equipment is prohibited within 15' of high water mark of perennial, intermittent, and ephemeral streams. Equipment shall not cross meadows, "wet" stream channels, or other non-work areas. Riparian vegetation shall not be shredded, cut or damaged.
- h. All brush and coniferous trees shall be cut below the lowest live branch and have a stump height no higher than 8 inches above ground level on the uphill side, and no more than 12 inches above natural obstacles.
- i. All woody shrubs/brush dead or alive with the exception of brush occurring within 1 foot of any wildlife log or tree not designated for treatment under the specifications of this agreement will be treated. Brush, small live and dead trees, and slash shall not be pushed into leave trees and left unshredded.
- j. Debris resulting from the operation shall lie flat on the ground and not exceed 10 inches in depth. No masticated or cut material shall lean against or be suspended by a leave tree. The masticated/shredded material shall be evenly distributed over the treated areas so as to not leave large accumulations of slash. Concentrations of brush, slash, and small dead trees may need repeated treatment in order to satisfy desired work standards.
- k. No individual piece of slash or vegetative debris shall be greater than 3 feet in length.
- l. Contractor shall not operate in areas within the units that exceed 35% slope.
- m. Soil displacement shall be minimized by working the shredding equipment in as straight a line as possible, up and down slopes, given the known limitations of residual trees and terrain. Waterbars in skid trails, firelines, and roads disturbed by the operations shall be restored to condition prior to damage.
- n. Hardwoods (Black oak, Aspen, Willow, Dogwood) shall not be masticated, shredded, or damaged, and shall be included as crop trees to meet spacing requirements.
- o. Do not masticate or otherwise damage any down logs greater than 12" diameter at the mid-section of the log, or snags greater than 15.9" DBH.
- p. Equipment shall be kept free of debris accumulations that may result in fire starts.
- q. Soils in the operating area must be dry enough to prevent rutting by a single pass of the equipment.
- r. Road signs indicating warning of work in progress are required at the beginning of any road and/or OHV trail while the operator is working in the vicinity and material from operator's work might cause a hazard to the general public using these trails/roads.

Item 2. Thinning and Mastication; Remove and Pile Biomass Trees – 15 Acres (Unit 21)

- a. Thinning and Mastication Specifications described above for Item 1 apply to Item 2 except as amended below.
- b. Masticate all live and dead brush, and coniferous trees up to 4" DBH. Cut and remove to a disposal site all coniferous trees 4" DBH to 10" DBH to a 20 x 20 feet spacing. Retain at least 1 clump of 3-6 trees per acre (flower pot concept) for stand heterogeneity. Clumps shall not exceed 1/100 of an acre or 20 x 20 feet in size. Trees up to 12" DBH may be cut and removed to disposal site when necessary for equipment operability.
- c. All dead trees (snags) in groups greater than 3 trees which are less 16.0" DBH in diameter shall be felled and removed to a disposal site or grapple machine piled in place.
- d. Disposal sites shall be approved by UMRWA and USFS.

- e. Piles shall be free of soil and placed at least 25 feet from live standing trees. Piles shall be located at least 50 feet from all ephemeral and perennial streamside zones with bole material tightly placed to facilitate burning. No bole material shall protrude from piles more than three feet. A fire line to mineral soil shall be constructed around each pile and shall be a minimum 36 inches width. Fire line will not contain any substantial quantities of dead, vegetative material.
- f. A section of the pile shall be covered with a minimum 3 foot by 3 foot piece of durable waterproof material. Covering shall be secured in place by pieces of wood placed on top.
- g. Vegetative material shall be machine piled using equipment with a boom equipped with a grapple head unless Contractor and UMRWA agree that use of a machine with brush rake or other method can be accommodated without damage to residual trees and excessive soil disturbance.

Item 3. Thinning and Mastication. Awarded Optional Areas – 46 Acres (Units 20, 35, and 37)

Thinning and Mastication Specifications described above for Item 1 apply to entirety of Item 3.

Item 4. Thinning and Mastication; Skid and Deck Logs. Awarded Optional Area – 6 Acres (Unit 38)

- a. Thinning and Mastication Specifications described above for Item 1 apply to Item 4 except as amended below.
- b. In unit 38, all dead trees and down logs generally in excess of 12” diameter on large end and greater than 10 feet in length shall be removed and decked in an approved disposal site. Logs shall be decked parallel to one another to a maximum height of 10 feet and in such a way as to prevent rolling. Smaller dead trees and logs shall be masticated. Disposal sites shall be approved by UMRWA and USFS.

Equipment Requirements

- a. Contractor will provide machinery that is suitable for the job and minimizes soil disturbance.
- b. All equipment and power tools shall comply with Fire Precautions and Control.

Resource Protection Measures.

Unless otherwise agreed, no operations will be permitted within areas identified as CA-1 or CA-2 on the Project Map and/or flagged with orange/white and blue/black candy striped flagging and/or behind “Area Controlled” signs.

Limited Operating Periods and Schedule for Completion

- a. Items 1 and 2 must be completed by **November 30, 2021**.
- b. Limited operating periods (LOPs) described below apply to the operations within all project areas as designated on the Project Map, unless waived by the Forest Service.
 - i. Controlled Area CA3: No Operations between March 1 and August 15, inclusive.
 - ii. Controlled Area CA4: No Operations between February 15 and September 15, inclusive.

Road Use Applicable to All Items

All roads leading into each project area are to be kept open and free of any debris that may occur as a result of the work.

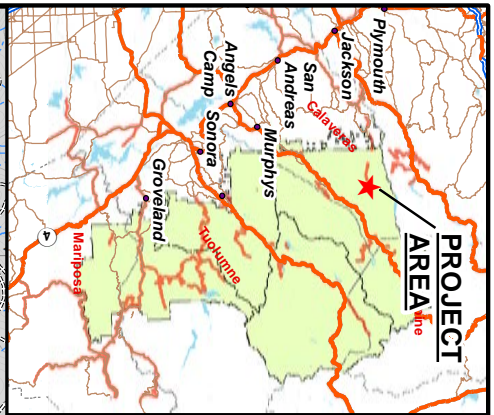
COVID 19 Response Plan

In consideration of the current State of Emergency related to COVID-19, Contractor shall make all reasonable efforts to protect its employees and others at the job site by following the Interim Guidance for Businesses and Employers to Plan and Respond to Coronavirus Disease 2019 (COVID-19)

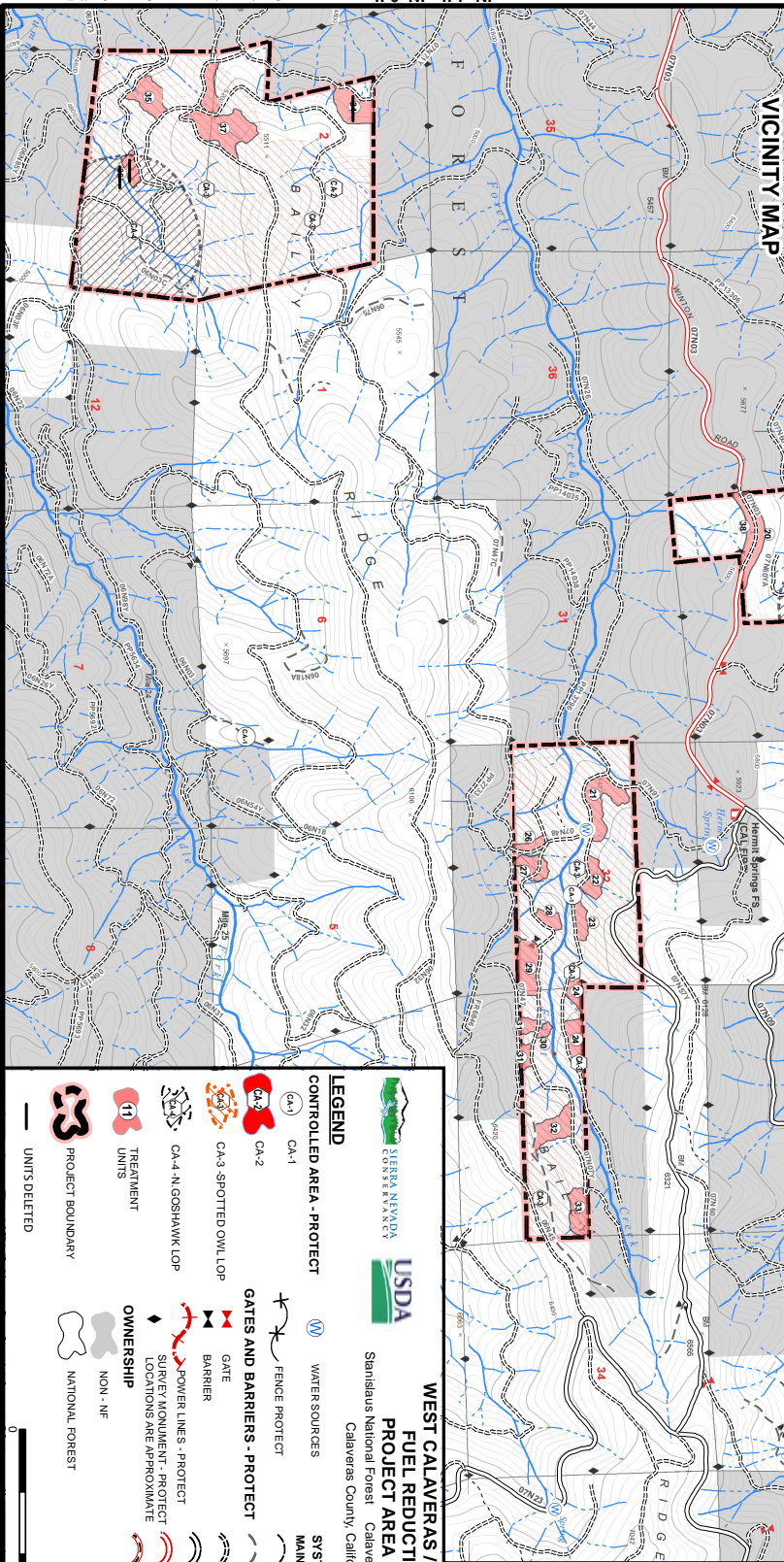
as published and periodically updated by the Centers for Disease Control (www.cdc.gov), including submittal of its Response Plan to the Authority. Contractor shall also follow all other requirements and guidance for prevention COVID-19 as provided by the Occupational Safety and Health Administration (www.osha.gov), by the state of California, and by the Forest Service.

Additional Specifications for Operations: Applies to all items.

- a. Refer to Exhibit E Specifications for Operations.



R.15 E. R.16 E.



Date: 6/8/2020

**West Calaveras / Bailey
Fuel Reduction
Project Area Map**

UNIT TREATMENT SUMMARY			
Unit Numbr	Treatments	Acres	Contract
10	MASTICATION	21	REQ
11	MASTICATION	24	REQ
13	MASTICATION	10	REQ
14	MASTICATION	12	REQ
15	MASTICATION	8	REQ
16	MASTICATION	3	REQ
17	MASTICATION	17	REQ
18	MASTICATION / BICMASS / PILE	15	REQ
21	MASTICATION	7	REQ
22	MASTICATION	5	REQ
23	MASTICATION	13	REQ
24	MASTICATION	3	REQ
26	MASTICATION	6	REQ
27	MASTICATION	4	REQ
28	MASTICATION	11	REQ
29	MASTICATION	2	REQ
30	MASTICATION	6	REQ
31	MASTICATION	10	REQ
32	MASTICATION	8	REQ
33	MASTICATION	200	REQ Total
40	MASTICATION	8	OPT
20	MASTICATION	10	OPT
35	MASTICATION	28	OPT
36	MASTICATION	6	OPT
37	MASTICATION	6	OPT
38	MASTICATION / SKID / DECK	52	OPT
		252	Grand Total

**WEST CALAVERAS / BAILEY
FUEL REDUCTION
PROJECT AREA MAP**
Sanjansius National Forest, Calaveras Ranger District
Calaveras County, California

USDA
United States Department of Agriculture

USFS
United States Forest Service

USDA
Upper Merced River Watershed Authority

LANDMARK ENVIRONMENTAL
Supporting clients through environmental compliance and planning

LEGEND

CONTROLLED AREA - PROTECT

- CA-1
- CA-2
- CA-3 SPOTTED OWL LOP
- CA-4 N. GOSHAWK LOP
- TREATMENT UNITS (11)
- PROJECT BOUNDARY
- UNITS DELETED

GATES AND BARRIERS - PROTECT

- FENCE PROTECT
- WATER SOURCES
- MAINT LVL
- TRAILS
- GATE
- BARRIER
- POWER LINES - PROTECT
- SUPPLY MONUMENT - PROTECT
- LOCATIONS ARE APPROXIMATE
- OWNERSHIP: NON, NF, NATIONAL FOREST

SYSTEM ROADS

- 1 - LEVEL 1
- 2 - LEVEL 2
- 3 - LEVEL 3
- 4 - LEVEL 4
- 5 - LEVEL 5

STREAMS

- PERMANENT / INTERMITTENT STREAMS
- EPHEMERAL STREAMS
- 15 FOOT EXCLUSION ZONE
- 50 FOOT EXCLUSION ZONE
- CONTROLLED AREAS LOP
- CA-3, CA SPOTTED OWL
- NO OPERATIONS BETWEEN MARCH 1 TO AUGUST 15
- CA-4, NORTHERN GOSHAWK
- NO OPERATIONS BETWEEN FEB 15 TO SEPT 15
- CONTOUR INTERVAL = 40 FT
- WEATHER STATION
- PL ZONE HIGH NORTH

Scale: 0 to 1 Miles

EXHIBIT B GENERAL REQUIREMENTS

CONTENTS

1. DEFINITIONS
2. CONTRACTOR'S FINANCIAL OBLIGATION
3. MATERIAL AND WORKMANSHIP
4. DEFECTIVE WORK
5. SAFETY AND ACCIDENT PREVENTION
6. CHARACTER OF WORKFORCE
7. CHANGES
8. EFFECT OF EXTENSIONS OF TIME
9. DELAYS
10. TERMINATION
11. DAMAGES
12. ORDER OF PRECEDENCE
13. INDEMNIFICATION/RESPONSIBILITY
14. PROHIBITION OF ASSIGNMENT
15. NEWS RELEASES
16. TRANSFER OF INTEREST
17. SEVERABILITY
18. COVENANT AGAINST GRATUITIES
19. RIGHTS AND REMEDIES OF THE AUTHORITY
20. WAIVER OF RIGHTS
21. CONFIDENTIALITY

1. **DEFINITIONS**

The following terms shall be given the meaning shown, unless context requires otherwise or a unique meaning is otherwise specified.

- a. **"Authority"** means the Upper Mokelumne River Watershed Authority, its employees acting within the scope of their authority, and its authorized representatives.
- b. **"Change Order"** A Change Order is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the Authority. An executed Change Order is a Change Order signed by both the Authority and the Contractor.
- c. **"Contract"** means the agreement between the Authority and Contractor as memorialized in the Contract Documents.
- d. **"Business Entity"** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- e. **"Buyer"** means the Authority's authorized contracting official.

- f. **“Contract Documents”** comprise the entire agreement between the Authority and the Contractor and can include the Authority’s contract form if used, any purchase order, RFP, RFQ or Contractor response packet, and any addenda, appendices and Authority approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- g. **“Contractor”** means the Business Entity with whom the Authority enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, “consultant” or other similar term.
- h. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the Authority designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with the Authority, and for liaison and coordination between the Authority and Contractor.
- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- l. **“Work Day”** Unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and Authority holidays.

2. **CONTRACTOR’S FINANCIAL OBLIGATION**

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

3. **MATERIAL AND WORKMANSHIP**

- a. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All work must be satisfactory to the Project Manager. Work not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

4. **DEFECTIVE WORK**

The Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the Authority at the expense of the Contractor, and

its sureties shall be liable therefore.

5. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on Authority premises, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the Authority may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to precede in accordance with the default provisions of the Contract Documents.

6. CHARACTER OF WORKFORCE

The Contractor shall employ none but skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

7. CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the Authority. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The Authority reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the Authority or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the Authority will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

8. EFFECT OF EXTENSIONS OF TIME

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the aforementioned, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

9. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.
- b. For inexcusable delays (delays caused by circumstances with in the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the Authority, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the Authority or by causes within the exclusive control of the Authority, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

- i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
- ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

10. TERMINATION

a. Termination by the Authority for Cause:

- i. Authority may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
 - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 - 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
 - 3. A receiver is appointed to take charge of the Contractor's property.
 - 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
 - 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
 - 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the Authority.
 - 7. The Contractor fails to provide the Authority with a written plan to cure a Authority identified default within five business days after the Authority's request for a plan to cure; the Authority does not accept the Contractor's plan for curing its default;, or the Contractor does not fully carry out an accepted plan to cure.
 - 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the Authority requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the Authority's request.
 - 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
 - 10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the Authority may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be

provided to the Authority within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

- iii. Upon any of the occurrences referred to in Article 18.a.i. above, the Authority may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the Authority may deem expedient. If requested by the Authority, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the Authority may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
- iv. No termination or action taken by the Authority after termination shall prejudice any other rights or remedies of the Authority provided by law or by the Contract Documents.
- v. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the Authority for Convenience:

- i. The Authority may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the Authority shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
 - 4. Thereafter, do only such Work as may be necessary to preserve and protect

Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.

- iii. Upon such termination for convenience, the Authority will pay to the Contractor the sum of the following:
 - 1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 - 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
 - 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 - 4. Reasonable demobilization costs.
 - iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.
- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the Authority because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

11. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

12. ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the

order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.

- i. Approved Change Orders.
- ii. Addenda.
- iii. RFQ or RFP.
- iv. Referenced Standard Specifications and Drawings.
- v. Contractor's Response Packet

13. INDEMNIFICATION/RESPONSIBILITY

- a. Contractor shall indemnify, keep and save harmless the Authority and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
 - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
 - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the Authority or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.
- c. This indemnification shall survive termination or expiration of the Contract.

14. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

15. NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to the Authority, or use any logos, images, or photographs of the Authority for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without the Authority's prior written consent. Such written consent shall not be required for the inclusion of the Authority's name on a customer list.

16. TRANSFER OF INTEREST

Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract obligations without prior written consent from the Authority.

17. SEVERABILITY

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to

enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

18. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the Authority with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the Authority shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the Authority in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the Authority provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

19. RIGHTS AND REMEDIES OF THE AUTHORITY

The rights and remedies of the Authority provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

20. WAIVER OF RIGHTS

Any action or inaction by the Authority or the failure of the Authority on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the Authority of its rights and shall not prevent the Authority from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that the Authority may have at law or in equity.

21. CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the Authority's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the Authority. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.

EXHIBIT C

INSURANCE CERTIFICATES

CONTRACTOR shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by the Authority. The Notice to Proceed shall not be issued, and CONTRACTOR shall not commence work until such insurance has been approved by the Authority. Acceptance of the certificates shall not relieve CONTRACTOR of any of the insurance requirements, nor decrease the liability of CONTRACTOR. The Authority reserves the right to require CONTRACTOR to provide insurance policies for review by the Authority.

A. Workers Compensation Insurance

CONTRACTOR shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, the Authority will accept a Self-Insured Certificate from the State of California. CONTRACTOR shall require any subcontractor to provide it with evidence of Workers Compensation Insurance.

B. Commercial General Liability Insurance

CONTRACTOR shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If CONTRACTOR elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, CONTRACTOR is required to notify the Authority immediately. Any request to self-insure must first be approved by the Authority before the changed terms are accepted. CONTRACTOR shall require any subcontractor or Professional Service Provider to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

\$1,000,000/Occurrence, Bodily Injury, Property Damage -- Automobile.
\$1,000,000/Occurrence, Bodily Injury, Property Damage -- General Liability.

The following coverages or endorsements must be included in the policy(ies):

1. The Authority, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the Authority.
3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.

5. The policy(ies) covers the Authority's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards, fire suppression expense, property damage to forest land due to fire, and property damage to non-owned automobiles and equipment due to fire.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.

The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to Authority at the address above.

EXHIBIT D

PAYMENT TERMS AND PROCEDURES

Contractor shall submit monthly invoices for work performed during the preceding period. Invoices shall contain, at a minimum, the job name and Authority agreement number, invoice number, remit to address, and itemized description of the work completed or the basis for payment.

Prior to making any payment, the Project Manager may require Contractor to furnish lien releases conforming to the requirements of California Civil Code section 8120, *et seq.*, receipts or other evidence of payment from all persons performing work and supplying material to Contractor.

Payment of all undisputed charges shall be made by the Authority within 30 days of receipt of the invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated by Authority to the Contractor within 20 days of receipt of the invoice. Payments shall not be considered as acceptance by Authority of the whole or any part of the Work done up to that payment or to relieve Contractor from any of its obligations under the Agreement.

The Authority may withhold or nullify the whole or part of any payment as set out in this Agreement to protect the Authority from loss on account of any of the following:

- (a) Defective work not remedied.
- (b) Third party claims filed.
- (c) Failure of Contractor to make payments properly owed to subcontractors.
- (d) Reasonable evidence that the Work cannot be completed for the unpaid amount of the Contract.

The Authority will pay amount due Contractor not to exceed the maximum amount referenced on page one of this agreement.

EXHIBIT E

SPECIFICATIONS FOR OPERATIONS

Project units are listed in the table below and included on the Project Map.

UNIT SUMMARY		
Unit Number	Treatments	Acres
ITEM 1		
10	THINNING/MASTICATION	21
11	THINNING/MASTICATION	24
13	THINNING/MASTICATION	10
14	THINNING/MASTICATION	12
15	THINNING/MASTICATION	8
16	THINNING/MASTICATION	3
17	THINNING/MASTICATION	17
18	THINNING/MASTICATION	15
22	THINNING/MASTICATION	7
23	THINNING/MASTICATION	5
24	THINNING/MASTICATION	13
26	THINNING/MASTICATION	3
27	THINNING/MASTICATION	6
28	THINNING/MASTICATION	4
29	THINNING/MASTICATION	11
30	THINNING/MASTICATION	2
31	THINNING/MASTICATION	3
31	THINNING/MASTICATION	3
32	THINNING/MASTICATION	10
33	THINNING/MASTICATION	8
ITEM 1 SUB-TOTAL		185
ITEM 2		
21	MAST/BIOMASS/PILE	15
ITEM 3 (AWARDED OPTIONAL AREAS)		
20	MASTICATION	8
35	MASTICATION	10
37	MASTICATION	28
ITEM 3 SUB-TOTAL		46
ITEM 4 (AWARDED OPTIONAL AREA)		
38	MAST/SKID/DECK	6
GRAND TOTAL ALL ITEMS		252

¹Quantities listed herein are an estimated quantity and are not to be construed as guarantees. No minimum or maximum is guaranteed or implied.

The following Specifications for Operations apply to activities under this Contract.

1. **Project Map (Map).** This is the boundary of the Treatment Units as shown on the Map and designated on the ground by the Forest Service. The following are identified on the Map as applicable:

- a) Identified patented claims.
- b) Boundaries of all stewardship treatment units.
- c) Areas where leave trees are marked to be left uncut.
- d) Roads where use is prohibited or restricted.
- e) Roads and trails to be kept open.
- f) Improvements to be protected.
- g) Locations of known wildlife or plant habitat and cave resources to be protected.
- h) Locations of areas known to be infested with specific invasive species of concern.
- i) Streamcourses to be protected.
- j) Locations of meadows requiring protection.
- k) Locations of wetlands requiring protection.

2. **Control of Operations.** Under this Contract, “Contractor’s Operations” shall include activities of or use of equipment of the Contractor, the Contractor’s employees, agents, subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on national forest lands or within U.S. Forest Service protection boundary (unless acting under the immediate supervision of U.S. Forest Service).

Contractor’s Operations shall be conducted in a workmanlike and orderly manner. The timing of any required UMWRA designation of work on the ground and the performance of other U.S. Forest Service work shall not be such as to cause unnecessary delay to Contractor.

3. **Project Operations Schedule.** Contractor shall schedule and conduct operations so that they do not conflict with operations being conducted under existing contracts within the Project Area. Contractor shall reach agreement on operations with other contractors or adjust operations to eliminate the conflict.

4. **Wildlife Restrictions.** All units that fall within wildlife restrictions as designated on the Contract Area Map:

- a) Controlled Area CA3: No Operations between March 1 and August 15, inclusive.
- b) Controlled Area CA4: No Operations between February 15 and September 15, inclusive.

5. **Use of Roads by the Contractor.** Contractor is/are authorized to use existing National Forest system roads when such use will not cause damage to the roads or National Forest resources. UMRWA and the Forest Service will determine if such use will not cause damage to the roads or National Forest resources.

6. **Snow Removal.** If Contractor removes snow from roads, such work shall be done with UMRWA approval and in a manner that will protect roads and adjacent resources.

Snow berms shall be removed or placed to avoid accumulation of melt water on the road and prevent water concentration on erosive slopes or soils.

Snow must not be removed to the road surface. A minimum 6 inch snow depth must be left to protect roadway. If the road surface is damaged, Contractor shall replace lost surface material and repair structures damaged in blading operations.

7. **Protection of Residual Trees.** Contractor’s operations shall not unnecessarily damage young growth or other trees to be reserved.

8. **Safety.** Contractor's operations shall facilitate UMRWA's safe and practical inspection of Contractor's operations and conduct of other official duties on the Project Area. Contractor has/have all responsibility for compliance with safety requirements for Contractor's employees.

When operations are in progress adjacent or on Forest Service controlled roads and trails open to public travel, Contractor shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with operations occurring in the area. The parties shall agree to a specific traffic control plan prior to commencement of work. Devices shall be appropriate to current conditions and shall be covered or removed when not needed.

During periods of general recreation activity within Project Area or vicinity, UMRWA may restrict road construction, timber cutting, yarding, and other harvesting operations to days other than Saturdays, Sundays, and holidays.

PROJECT OPERATIONS SIGNING STANDARDS

All signs must be manufactured & installed as specified in the FHWA "**Manual on Uniform Traffic Control Devices**" (MUTCD) & FS publication "**Standards for Forest Service Signs & Posters**"(EM 7100-15).

SIGN STANDARDS

SHAPE & COLOR: Generally, signs for logging and maintenance operations are either diamond-shaped or rectangular. All signs are **reflective orange background with black legend and border** unless shown otherwise. Handpainted, homemade signs are not legal. Fluorescent paint is not reflectorized.

SUBSTRATE: Sign substrate material may be High Density Overlay (HDO) Plywood, Aluminum, Fiberglass Reinforced Plastic, Corrugated Plastic or Roll-up Fabrics.

SIGN SIZE: Sign size is a factor of speed and MUTCD & FS standards. Where conditions of speed, volume, or special hazard require greater visibility or emphasis, larger signs should be used. Minimum sizes for the most common signs can be found in Figure 4. Refer to the EM-7100-15 for additional sign sizes.

LEGEND: All lettering shall be Series "C" alphabet, conforming to Standard Alphabets for Highway Signs. Letter size is also a function of speed - use letter size and word messages as specified in MUTCD and EM-7100-15.

SIGN PLACEMENT

Signs are to be installed in locations as agreed to in the traffic control plan. All signs are to be removed, covered, or folded when operations are not in progress or the sign message is not applicable. Signs should generally be located on the right-hand side of the roadway. When special emphasis is needed, signs may be placed on both the left and right sides of the road. Sign message shall be clearly visible to road users, mounted on posts or portable sign stands.

LATERAL CLEARANCE

From the edge of the road - 2 foot minimum, where slope limits to less than 6 feet. 6-12 foot preferred.

HEIGHT

Minimum of 7 feet, measured from the bottom of the sign to the near edge of the travelway. The height to the bottom of a supplemental sign mounted below the primary sign will be 6 feet.

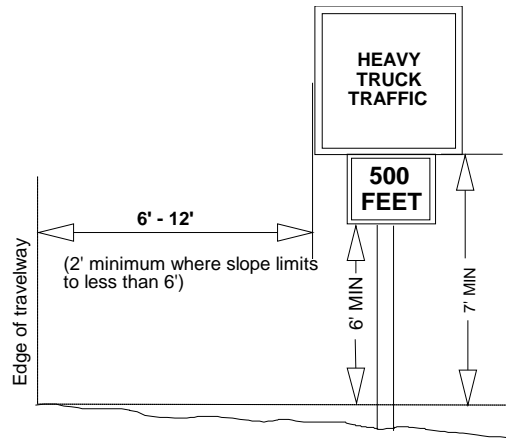


Figure 1: Sign Placement Dimensions

PLACEMENT DISTANCE

Signs must be located 100-500 feet prior to the activity, (both ends if a through road) and maintained at that distance. This distance is based on speed. Refer to Figure 2 , Table II-1, MUTCD, a portion of which is reproduced here, to determine correct placement distance.

Posted or 85 percentile speed MPH	Declaration to listed advisory speed MPH				
	10	20	30	40	50
20	NA				
25	100				
30	150	100			
35	200	175			
40	275	250	175		
45	350	300	250		
50	425	400	325	225	
55	500	475	400	300	
60	575	550	500	400	300
65	650	625	575	500	375

Figure 2: A Portion of MUTCD TABLE II-1

SIGN SUPPORTS

POSTS: Signs are to be mounted on separate posts. Supplemental signs such as Speed Advisory plates are to be mounted on the same post as the primary sign. **Do not mount signs on trees or other signs.** Posts may be wood, metal, carsonite or similar material. Where sign supports cannot be sufficiently offset from the road edge, supports will meet breakaway standards. Single wood posts with less than 24 square inches do not require breakaway design.

TEMPORARY/PORTABLE SUPPORTS: Portable supports may be used for short-term, short-duration, and mobile conditions. MUTCD defines this time period as one work shift, 12 hours or less. All portable supports must meet MUTCD standards, including breakaway. These must be a minimum of 1 foot above the road surface or more if visibility requires it.

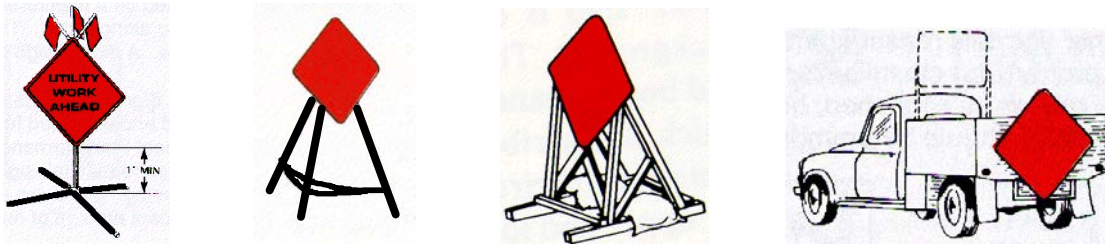


Figure 3: Examples of Temporary/Portable Supports

SIGNS

The following signs meet the intent of the Safety standard. **This is not a complete listing of signs that may be needed.**



FG20-1-48*



FG20-2-48



FG20-3-42*



FG20-3a-42



FW22-3-30



FW20-1-30*



W21-3-30*



FW21-4a-30



FW11-7-24



W22-1-36*



FW8-6-24



FW11-9a-24



W7-3a-24*



W13-1-18**



W20-7aP-24*

* Specify Distance

** Specify Speed



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

9. **Accident and Injury Notification.** Contractor shall notify UMRWA of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with Contractor's Operations.

Contractor shall notify UMRWA within 8 hours of any personal injury accident. For vandalism and personal property accidents, Contractor shall notify UMRWA at the same time notification is given to the state and local law enforcement authorities.

Contractor shall take all reasonable measures after an accident or vandalism event to preserve the scene of the incident and provide information to facilitate a Forest Service investigation.

10. **Sanitation and Servicing.** Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor's operations. Precautions shall include if facilities for employees are established on the Project Area, they shall be operated in a sanitary manner. The parties shall agree to the cleanup and restoration of a polluted site. Contractor shall maintain all equipment operating on Project Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. Contractor shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Contractor shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. Contractor shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.

11. **Prevention of Oil Spills.** If Contractor maintain(s) storage facilities for oil or oil products on the Project Area, Contractor shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, Contractor shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. Contractor shall notify the UMRWA and appropriate agencies of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of the Project Area that are caused by Contractor's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of Contractor's operations. Contractor will take whatever initial action may be safely accomplished to contain all spills.
12. **Hazardous Substances.** Contractor shall notify the National Response Center, UMRWA, and Forest Service principal contact of all releases of reportable quantities of hazardous substances on or in the vicinity of the Project Area that are caused by Contractor's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of Contractor's operations, in accordance with 40 CFR 302.
13. **Cleaning Equipment.** In order to prevent the spread of noxious weeds into the Project Area, Contractor shall be required to clean all off-road equipment **prior** to entry on to the Project Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only equipment so cleaned and inspected by UMRWA will be allowed to operate within the Project Area. All subsequent move-ins of equipment to the Project Area shall be treated in the same manner as the initial move in. "Equipment" includes all logging, mastication, and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.
- Contractor shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.
- As agreed upon, UMRWA shall inspect equipment at cleaning location.
- New infestations of noxious weeds, of concern to Forest Service and identified by either UMRWA or Contractor, on the Project Area or on the haul route, shall be promptly reported to the other party. Contractor and UMRWA shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.
14. **Landings and Skid Trails.** Location of all landings, disposal sites, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings or disposal sites shall not exceed that needed for efficient operations.
15. **Protection of Streamcourses.** Contractor's Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (d). In event Contractor cause(s) debris to enter streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Contractor shall remove such debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to streamcourses.

- a) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to streamcourses. Trees or products shall not be otherwise hauled or yarded across streamcourses unless fully suspended.
- b) Wheeled or track-laying equipment shall not be operated in streamcourses, except at crossings agreed to by Contractor and UMRWA or as essential to construction or removal of culverts and bridges.
- c) Flow in streamcourses may be temporarily diverted only if such diversion is necessary for Contractor's planned construction and UMRWA gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

16. Erosion Prevention and Control. Contractor's operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. Contractor shall adjust the kinds and intensity of erosion control work done, to ground conditions and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

Prior to and during periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, commensurate with its use, Contractor shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

Unless otherwise agreed in writing, Contractor shall complete erosion prevention and control work, including streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

Designation of on the ground work shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground.

When operations are active, erosion control work will be kept current and will be completed as soon as practicable.

17. Protection of Land Survey Monuments. Contractor shall protect all known survey monuments, and bearing trees against avoidable destruction, obliteration, or damage during Contractor's operations. If any known monuments are, corners, or accessories are destroyed, obliterated, or damaged by Contractor's operations, Contractor shall hire the appropriate county surveyor or a registered land surveyor to reestablish or restore at the same location the monuments, corners or accessories. Such surveyors shall use procedures in accordance with the Bureau of Land Management "Manual of Instructions for the Survey of the Public Lands of the United States" for General Land Office surveys and in accordance with State law for others. Contractor shall record such survey in appropriate county records.

18. Protection of Improvements. So far as practicable, Contractor shall protect specified roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):

- a) Existing in the operating area,
- b) Determined to have a continuing need or use, and
- c) Designated on the Map.

Contractor shall keep roads and trails needed for fire protection or other purposes and designated on the Map reasonably free of equipment and products, slash, and debris resulting from Contractor's operations. Contractor shall make timely restoration of any such improvements damaged by Contractor's operations and, when necessary because of such operations, shall move such improvements.

19. **Meadow Protection.** Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on the Map. Vehicular or other equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by hand. Resulting slash shall be removed where necessary to protect cover, soil, and water.
20. **Wetlands Protection.** Wetlands requiring protection under Executive Order 11990 are shown on the Map. Vehicular or other equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved.
21. **Current Operating Areas.** Where logging, road construction, or other project work is in progress but not completed, unless agreed to otherwise, Contractor shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion. Such protection shall be provided, for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations, Contractor shall keep such work on any additional disturbed areas as up to date as practicable.
22. **Erosion Control Structure Maintenance.** During the period of this Contract, Contractor shall provide maintenance of soil erosion control structures constructed by Contractor until they become stabilized, but not for more than one year after their construction.
23. **Fire Precautions and Control**
 - a) **Plans.** Prior to initiating Contractor's operations during Fire Precautionary Period, Contractor shall file with UMRWA a Fire Prevention and Control Plan providing for the prevention and control of fires on the Project Area and other areas of Contractor's Operations. Such plan shall include a detailed list of personnel and equipment at Contractor disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one Contract.
 - b) **Fire Precautions.** Specific fire precautionary measures listed in this Appendix shall be applicable during Contractor's Operations in "Fire Precautionary Period" described. The dates of Fire Precautionary Period may be changed by agreement, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during Contractor's operations in Fire Precautionary Period.
 - c) **Substitute Precautions.** UMRWA may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.
 - d) **Emergency Precautions.** UMRWA or Forest Service may require the necessary shutting down of equipment on portions of Contractor's Operations, as specified by the emergency fire precautions schedule. Under such conditions, after Contractor cease(s) active operations, Contractor shall release for hire by Forest Service, if needed, Contractor's shutdown equipment for fire standby on the Project

Area or other areas of Contractor's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by Contractor for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common in the area or at prior agreed rates and, if Contractor request(s), shall be operated only by personnel approved by the Contractor. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.

e) **Fire Precautionary Period and Fire Precautions.** Specific fire precautionary measures are set forth below. Upon request of UMRWA, Contractor shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. Contractor shall promptly remedy deficiencies found through such inspecting and testing.

1. The following requirements shall apply during the period May 1- December 1 and during other such periods as specified by UMRWA.

2. *See fire plan below*

24. **Fire Control.** Contractor shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from Contractor's Operations and to suppress any forest fire on Project Area. Contractor's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Contractor's disposal on Project Area or within the distance of Project Area: **(Initial fire suppression within 25 road miles, and fire suppression re-inforcement within 100 miles).**

a) **The Contractor's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Project Area or any other forest fire on Project Area, has not been suppressed by initial action and appreciable reinforcement strength is required, UMRWA may require further actions by Contractor until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:

b) **Suspend Operations.** To suspend any or all of Contractor's Operations.

c) **Personnel.** To release for employment by Forest Service any or all of Contractor's personnel engaged in Contractor's Operations or timber processing within the distance of Project Area: **(25 Road miles).** Any organized crew so hired shall include Contractor's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.

d) **Equipment.** To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of Contractor's equipment suitable for fire fighting and currently engaged in Contractor's Operations within the distance of Project Area: **(100 Road miles).** Equipment shall be operated only by personnel approved by Contractor, if so requested by Contractor.

e) **Operations Fire.** An "Operations Fire" is a fire caused by Contractor's Operations, in the course of fulfilling the Contract, other than a Negligent Fire.

Contractor agrees to reimburse UMRWA for the cost for each Operations Fire, subject to a maximum of the dollar amount stated herein. The cost of Contractor's actions, supplies, and equipment on any such fire provided pursuant to this Contract, or otherwise at the request of UMRWA or Forest Service,

shall be credited toward such maximum. If Contractor’s actual cost exceeds its fire liability limit stated herein, Forest Service, through UMRWA, shall reimburse Contractor for the excess.

Maximum Amount of Contractor's Obligation per Operation's Fire.

Contractor’s Obligation per Operations Fire,

Maximum

Amount: \$27,600

- f) **Negligent Fire.** A “Negligent Fire” is a fire caused by carelessness or fault of Contractor’s Operations, including, but not limited to, one caused by smoking by persons engaged in Contractor’s Operations during the course of their service, or during rest or lunch periods; or if Contractor’s failure to comply with the requirements of **17. Fire Precautions and Control** results in a fire starting or permits a fire to spread. Damages and the cost of suppressing Negligent Fires shall be borne by Contractor.

FIRE PLAN

1. **SCOPE:**

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the Contract area. The Contract area is delineated by map in the Contract. The provisions set forth below also specify conditions under which Contract activities will be curtailed or shut down.

2. **RESPONSIBILITIES:**

A. Contractor

(1) Shall abide by the requirements of this Fire Plan.

(2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the Contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of Contract operations, and shall extinguish all such fires which may escape.

(3) Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan, before beginning operations during Fire Precautionary Period and shall update such certification when operations change.

(4) Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

B. UMRWA

UMRWA may conduct one or more inspections for compliance with the Fire Plan. The number, timing, and scope of such inspections will be at the discretion of personnel responsible for Contract

administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general.

3. **DEFINITIONS:**

Active Landing: A location the Contractor may be skidding logs into, or performing other operations such as delimiting, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head, i.e., full rotation lateral tilt head.

Mechanical Operations: The process of felling, skidding, chipping, shredding, masticating, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders, dozers etc.

4. **TOOLS AND EQUIPMENT:**

The Contractor shall comply with the following requirements during the fire precautionary period, as defined by unit administering contracts:

The Fire Precautionary Period is set by the State of California which is April 1 through December 1 of any year.

A. Fire Tools and Equipment: Contractor shall meet minimum requirements of Section 4428 of the California Public Resources Code (C.P.R.C.). Fire tools kept at each operating landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. All required fire tools shall be maintained in suitable and serviceable condition for firefighting purposes.

Trucks, tractors, skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

B. Fire Extinguishers: Contractor shall equip each internal combustion fuel truck with a fire extinguisher for oil and grease fires (4-A:60-B:C).

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

All Fire Extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Contractor shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, hot saws, stroke delimeter, etc), except tractors and skidders, with at least two 4-A:60-B:C fire extinguishers or equivalent.

C. Spark Arresters and Mufflers: Contractor shall equip each internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the. National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the

requirements of the California Vehicle Code.

D. Power Saws: Each power saw shall be equipped with a spark arrester approved according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, a size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can but not more than 300 feet from each power saw when used off cleared landing areas.

E. Tank Truck or Trailer: Unless waived in writing by the Forest Service, Contractor shall provide a **water tank truck or trailer** on or in proximity to Contract Area during Contractor's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active unit. See Section 6 for specific Contract requirements.

The tank shall contain at least 300 gallons of water available for fire suppression. Ample power and hitch shall be readily available for promptly and safely moving tank over roads serving Contract Area. Tank truck or trailer shall be equipped with the following:

- (1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area using a 5/16 inch orifice in the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

Temp	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2	1	2
55	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	139	21
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
	SI	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
		M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

- (2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than approximately 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.
- (3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet

Fog Spray	6 - 20	N/A
-----------	--------	-----

- (4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in Section 6.

F. Compressed Air Foam System: A Compressed Air Foam System (CAFS) is a fire suppression system where compressed air is added to water and a foaming agent. By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio – 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section 4 B. above may be substituted with a 3 gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in Section 6.

5. **GENERAL**

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the Forest Service District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If Contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, UMRWA may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.

- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. UMRWA shall approve such sites in writing.
- F. **Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify Forest Service of any fires on Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to UMRWA and any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
Dispatch Center	Office 24 Hour		209-533-1130/1140 209-532-3786
Nearest FS Station	Calaveras R.D	Hathaway Pines	209-795-1381
Inspector	TBD		
UMRWA	Richard Sykes	Valley Springs	510-390-4035
District Ranger	Ray Cablayan	Hathaway Pines	209-813-6017

When reporting a fire, provide the following information:

- Your Name
 - Call back telephone number
 - Project Name
 - Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)
 - Fire Information: Including Acres, Rate of Spread and Wind Conditions.
- G. **Communications:** Contractor shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Contractor's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, UMRWA may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or agreed to alternative) and UMRWA via commercial or telephone.
- H. **Fire Patrolperson:** Contractor shall furnish a qualified fire patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, sole responsibility of patrolperson shall be to patrol the operation for prevention and detection of fires, take suppression action where necessary and notify UMRWA and the Forest Service as required. This Fire patrol is required on foot, unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects.

The Contractor shall, prior to commencing work, furnish the following information relating to key personnel:

Title	Name	Telephone Number
Fire Supervisor		
Fire Patrolperson		

I. **Clearing of Fuels:** Contractor shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
---	----------------------

6. **EMERGENCY PRECAUTIONS**

Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Project Activity Levels applicable to this project shall be the predicted activity levels for the Fire Danger Rating Area(s), or fire weather station(s) stated herein.

Fire Danger Rating Area/Fire Weather Station for Project (Forest Service) HIGH/ North

The Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Phone Number or Website to obtain Predicted Activity Levels: 209-532-5601 (Stanislaus Dispatch)

Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Contractor is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

PROJECT ACTIVITY LEVEL

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
A	Minimum requirements noted above in Sections 4 and 5.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
D	<ol style="list-style-type: none">1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours.2. No Dead Tree felling after 1:00 PM, except recently dead.3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.

Level	Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.
Ev	<ol style="list-style-type: none"> 1. The following activities may operate all day: <ol style="list-style-type: none"> a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: <ol style="list-style-type: none"> a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest. 3. All other conventional Mechanical Operations are permitted until 1:00 PM. 4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are: <ul style="list-style-type: none"> • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage <p>When approved by UMWRA and a Forest Service Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by UMWRA and the Forest Service for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of UMWRA or the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor’s equipment for prevention and suppression readiness, type of operation and social and community considerations etc.</p>

Level	Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.
E	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. <p>All other activities are prohibited.</p>

The following Climatology Chart indicates the Historic Activity Levels for the Project Fire Danger Rating Area or Fire Weather Station utilized on this Project. This is only a historical average of the Activity Levels for the identified Fire Danger Rating Area or Weather Station and is provided for information only.

Historic Project Activity Level						
Station/SIG/Unit:	PAL Zone High North		STF	Years Analyzed: 2009-2011		
	A	B	C	D	Ev	E
Month	Expected Days per Month at each PAL Level					
April	24	4	2	0	0	0
May	23	5	2	2	0	0
June	12	9	9	1	0	0
July	0	4	17	6	4	0
August	0	1	10	11	9	0
September	0	2	7	9	12	0
October	7	6	16	2	1	0
November	10	8	6	4	1	0

Exhibit F

Contractor's RFP Response- Attached Pages

Tanner Logging Inc
West Calaveras/Bailey Fuel Reduction
Project Proposal

EXHIBIT A RFP RESPONSE PACKET

RFP No. 20-03: West Calaveras/Bailey Fuel Reduction Project

To: Upper Mokelumne River Watershed Authority (“Authority”)

From: Tanner Logging Inc.

Preferred electronic mail (email) address: tannerlogging@yahoo.com

RFP RESPONSE PACKET GUIDELINES

- **AS DESCRIBED IN SECTION IV- RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION, PROPOSERS ARE TO SUBMIT ONE (1) ORIGINAL HARDCOPY RFP RESPONSE WITH ORIGINAL INK SIGNATURES, ONE COPY, AND ONE (1) ELECTRONIC COPY (in PDF format and on a CD or flash drive) CONTAINING THE FOLLOWING, IN THEIR ENTIRETY:**
 - **EXHIBIT A – RFP RESPONSE PACKET, INCLUDING ALL ADDITIONAL REQUIRED DOCUMENTATION AS DESCRIBED IN EXHIBIT A- REQUIRED DOCUMENTATION AND SUBMITTALS**
- **PROPOSERS THAT DO NOT COMPLY WITH THE REQUIREMENTS, AND/OR SUBMIT AN INCOMPLETE RFP RESPONSE MAY BE SUBJECT TO DISQUALIFICATION AND THEIR RFP RESPONSE REJECTED IN TOTAL.**
- **IF PROPOSERS ARE MAKING ANY CLARIFICATIONS AND/OR AMENDMENTS, OR TAKING EXCEPTION TO ANY PART OF THIS RFP, THESE MUST BE SUBMITTED IN THE EXCEPTIONS, CLARIFICATIONS, AND AMENDMENTS SECTION OF THIS EXHIBIT A – RFP RESPONSE PACKET. THE AUTHORITY, AT ITS SOLE DISCRETION, MAY ACCEPT AMENDMENTS/EXCEPTIONS, OR MAY DEEM THEM TO BE UNACCEPTABLE, THEREBY RENDERING THE RFP RESPONSE DISQUALIFIED.**

PROPOSER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents.
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

4. The undersigned hereby certifies to the Authority that all representations, certifications, and statements made by the Proposer, as set forth in this RFP Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Proposer is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated RFP documents.
6. It is the responsibility of each Proposer to be familiar with all of the specifications, terms, and conditions, and the site condition. By the submission of an RFP response, the Proposer certifies that if awarded a contract it will make no claim against the Authority based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: General or Professional Service Providers who do business with the Authority shall hold the Authority, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Proposer's W-9 and insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFP Response Packet, the Proposer agrees to provide its W-9 and meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the Authority prior to execution of an agreement by the Authority, and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFP.
9. The undersigned Proposer hereby submits this RFP response and binds itself to the Authority. The RFP, subsequent Addenda, Proposers Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.

Official Name of Proposer (exactly as it appears on Proposer's corporate seal and invoice): Tanner Logging, Inc.

Street Address Line 1: P.O. Box 1603 (mailing)

Street Address Line 2: 590 East Highway 4 (physical, no mail)

City: Murphys State: CA Zip Code: 95247

Webpage: _____

Type of Entity / Organizational Structure (check one):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Corporation | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Partnership |
| <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Non-Profit / Church |
| <input type="checkbox"/> Other: _____ | |

Jurisdiction of Organization Structure: California

Date of Organization Structure: 1/1/1987

Federal Tax Identification Number: 68-0198144

Primary Contact Information:

Name / Title: Richard Tanner

Telephone Number: (209) 768-8012 Fax Number: (209) 728-8638

E-mail Address: tannerlogging@yahoo.com

Street Address Line 1: P.O. Box 1603

City: Murphys State: CA Zip Code: 95247

SIGNATURE: _____

Name and Title of Signer (printed): Richard Tanner - President

Dated this 8th day of July 20 20

PROPOSAL

Cost shall be submitted on this Proposal Form as is. The prices quoted shall not include Sales Tax or Use Tax; said tax, wherever applicable, will be paid by the Authority to the General or Professional Service Provider, if licensed to collect, or otherwise directly to the State.

No alterations or changes of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. The cost quoted below shall be the cost the Authority will pay for the term of any contract that is a result of this RFP process.

Quantities listed herein are an estimated quantity based on Forest Service measurements and are not to be construed as guarantees. No minimum or maximum is guaranteed or implied.

Description	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Item 1. Thinning and Mastication	acre	185	\$ 240,500	\$
Item. 2. Thinning and Mastication; Remove and Pile Biomass Trees; Unit 21	acre	15	\$ 30,000	\$
TOTAL COST MANDATORY ITEMS				\$
Item 3. Thinning and Mastication; Optional Areas	acre	72	\$ 144,000	\$
Item 4. Thinning and Mastication; Skid and Deck Logs; Optional Area; Unit 38	acre	6	\$ 18000	\$
TOTAL COST OPTIONAL ITEMS				\$
TOTAL COST ALL ITEMS				\$ 432,500

In addition to providing a price for Item 2 above, Proposer may submit a description and price proposal for alternative methods for Item 2 to achieve a similar end result as described above under the Statement of Work. Proposer is under no obligation to submit an alternative proposal. In addition to filling in the price in the table below, Proposer shall include a detailed description of alternative methods in its technical proposal. The Authority may accept, but will be under no obligation to accept, the alternative methods in lieu of the specified work items.

Alternative Methods Description (Optional)	Unit of Measure	Estimated Quantity	Unit Cost	Extended Cost
Item 2. Unit 21	acre	15	\$	\$
TOTAL COST				\$

All the specific documentation listed below is required to be submitted with the Exhibit A – RFP Response Packet and will become attached to and become a binding part of the final contract. Proposers shall submit all documentation, in the order listed below, and clearly label each section of the RFP response with the appropriate title (i.e. Table of Contents, Approach, etc.).

1) Approach and Technical Criteria:

- a) **Approach:** RFP response shall demonstrate a thorough understanding of the purpose and scope of the project. Identify and describe planning for mitigation of schedule risks that the Proposer believes may adversely affect any portion of the Authority’s schedule such as accounting for fire danger shutdowns, weather, or imposed contractual wildlife limitations.
- b) **Schedule:** RFP response shall describe Proposer’s implementation plan and schedule in order to meet the Authority’s schedule based on the daily production and capacity needed to complete the project and fulfill all contractual obligations by the termination date and interim dates as specified.
- c) **Fire Prevention:** RFP response shall describe Proposer’s fire prevention approach, equipment, and whether Proposers’ woods employees received the requisite firefighter training necessary to take action in the event of an operations fire, using the fire preventive equipment required in Exhibit C, Fire Precautions and Control.
- d) **Equipment:** RFP response shall list and describe the equipment to be used to accomplish the specified and prescriptive work as described in this RFP solicitation.

2) Relevant Experience:

- a) **Proposer Experience:** RFP response shall describe the Proposer’s prior experience with similar projects and comparable work. Describe whether the Proposer worked on USFS lands and completed projects on time. Describe the Proposer’s process to coordinate with field personnel to address operational questions and related issues in a timely fashion.
- b) **Key Personnel and Quality Control Plan:** RFP response shall describe to what extent the individuals and Field Supervisor assigned to the project have experience on similar projects and how extensive their experience is in applying complex forestry silvicultural prescriptions, such as designation by description or prescription. List their names and relevant experience.

- 3) **References:** The RFP response shall include a description of relevant experience of Proposer’s key personnel who will be working on this contract. References MUST demonstrate the successful completion of similar projects in similar vegetation and terrain as that which is described in this RFP.

1. a) Proposers must use the templates in the “References” section of this Exhibit A – RFP Response Packet to provide references.
2. b) References should have similar scope, volume, and requirements to those outlined in these specifications, terms, and conditions.

(1) Proposers must verify the contact information for all references provided is current and valid. (2) Proposers are strongly encouraged to notify all references that the Authority may be contacting

them to obtain a reference.

3. c) The Authority may contact some or all of the references provided in order to determine Proposer’s performance record on work similar to that described in this RFP. The Authority reserves the right to contact references other than those provided in the RFP response and to use the information gained from them in the evaluation process.

4) Exceptions, Clarifications, Amendments:

1. a) The RFP response shall include a separate section calling out all clarifications, exceptions, amendments, and concerns with specifications affecting bid, if any, to the RFP and associated RFP documents, which shall be submitted with the proposer’s RFP response using the template in the “Exceptions, Clarifications, Amendments” section of this Exhibit A – RFP Response Packet.
2. **b) THE AUTHORITY IS UNDER NO OBLIGATION TO ACCEPT ANY EXCEPTIONS, AND SUCH EXCEPTIONS MAY BE A BASIS FOR RFP RESPONSE DISQUALIFICATION.**

DECLARATION OF LOCAL SERVICE PROVIDER

RFP No. 20-03: West Calaveras/Bailey Fuel Reduction Project

The Upper Mokelumne River Watershed Authority (UMRWA) may give local business enterprises a preference when awarding general service agreements as set forth in UMRWA's Procurement Policy.

In order to qualify for consideration with this preference, a business enterprise must meet the following criteria:

- Where available, possess a valid business license issued from Amador, Calaveras or Alpine County or a political subdivision within these counties; and
- Its principal business office, or a satellite office from which the business enterprise operates or performs business on a day-to-day-basis, is physically located within Amador, Calaveras or Alpine County.

All information submitted is subject to investigation, as well as disclosure to third parties under the California Public Records Act. Incomplete, unclear, or incomprehensible responses to the following may result in the Proposer not being considered as a Local Service Provider under this policy.

1. Legal name of business: Tanner Logging Inc
2. Physical address of principal place of business or bona-fide satellite office (e.g. with daily operations; or at least one regular employee, etc.):
590 East Highway 4 (not mailing)
Murphys, CA 95247
3. Business license, IF AVAILABLE, issued by City of State of CA, or County of State Board of Forestry
License Number: A8906

Authorized Signature: _____

Date: _____

Printed Name & Title: Richard Tanner - President

REFERENCES

RFP No. 20-03: West Calaveras/Bailey Fuel Reduction Project

Proposer Name: Tanner Logging Inc

Proposer must provide a minimum of 3 references.

Company Name: California Reforestation	Contact Person: Leon Manich
Address: 22230 A South Colorado River Dr	Telephone Number: (209) 840-1326
City, State, Zip: Sonora, CA 95370	E-mail Address: calreforest@gmail.com
Services Provided / Date(s) of Service: October 2018 - March 2019 / The Davies CFIP project in Avery, CA consisted of over 100 acres of mostly hand felling and bucking, machine piling, burning, and mechanical mastication.	

Company Name: Sierra Pacific Industries	Contact Person: Tim Tate
Address: 14980 Camage Ave.	Telephone Number: (209) 296-1396
City, State, Zip: Sonora, CA 95370	E-mail Address: ttate@spi-ind.com
Services Provided / Date(s) of Service: October 2016 - May 2019 Butte Fireline We worked on approximately 20 miles of roadside Butte Dozer Fire-line in the Avery and Arnold region Logging operation included removal of green trees, processing of trees into logs prepared for transport to mill.	

Company Name: CA Healthy Impact Product Solutions	Contact Person: Pat McGreevy
Address: P.O. Box 616	Telephone Number: (209) 293-2191
City, State, Zip: West Point, CA 95255	E-mail Address: mcgreevp@volcano.net
Services Provided / Date(s) of Service: October 2019 - May 2020 / Phase 3 of the South Fork Moke River Watershed Restoration project was over 200 acres of fuel reduction by hand & mechanical mastication, as well as product removal by felling, skidding, and processing trees into haul logs, decking the biomass, and slashing operations.	

Company Name: Amador Fire Safe Council	Contact Person: Ed Struffenegger
Address: P.O. Box 1055	Telephone Number: (209) 304-2045
City, State, Zip: Pine Grove, CA 95665	E-mail Address: edstruff@volcano.net
Services Provided / Date(s) of Service: September 2019 - January 2020 / Prescribed removal of brush and small trees by mastication and pruning in order to reduce surface and ladder fuels.	

Company Name:	Contact Person:
Address: Text	Telephone Number:
City, State, Zip:	E-mail Address:
Services Provided / Date(s) of Service:	

A) Approach & Technical Criteria

1. Approach

We understand that all disposal sites will be approved by UMRWA and the USFS. Our operations, work specifications, equipment standards, fire plan, safety program, and emergency precautions fall into or exceed those included in Exhibit C of this RFP.

Item 1 & 3

For Item 1, we will masticate all live brush and coniferous trees up to 10' DBH to a 20 x 20 foot spacing. We will retain at least 1 clump of 3-6 trees per acre for stand heterogeneity. The retained clumps will not exceed 1/100 of an acre or 20 x 20 feet in size. Trees up to 12" DBH will be masticated if necessary where equipment operability requires. All dead brush and dead coniferous trees up to 15.9" DBH will be masticated.

We will fell all snags tall enough to reach travelled roadways to abate hazard. The grounded snags will either be masticated or removed to approved disposal site, unless otherwise agreed upon to be left in place. Our priority for tree retainment is 1) Sugar pine (free of white pine blister rust), 2) Douglas fir, 3) Incense cedar, 4) Ponderosa pine, 5) White fir. The retained trees will be free of damage and defect and if all trees inside the 20 x 20 foot spacing have defect or damage, we will retain the healthiest tree with highest species priority. We understand that damage includes but is not limited to broken tops, broken branches, trunk scars and previous mechanical damage. We understand that defect includes but is not limited to forked tops, crooks, conks, cankers, mistletoe and blister rust. We will retain all trees marked with orange or red paint, avoiding any and all damage.

We will be sure to avoid 15' of high-water mark of perennial, intermittent, and ephemeral streams with any and all of our equipment, specifically our mastication equipment. We ensure that none of our equipment will cross meadows, "wet" stream channels, or other non-work areas. Riparian vegetation will not be shredded, cut or damaged.

All brush and coniferous trees will be cut below the lowest live branch and have a sump height no higher than 8 inches above ground level on the uphill side, and no more than 12 inches above natural obstacles. All dead or alive woody shrubs/brush, with the exception of brush occurring within 1 foot of any wildlife log or tree not designated for treatment under the specifications of this agreement, will be treated. We will not leave un-shred any brush, small live or dead trees, or slash and it will certainly not be pushed into leave trees.

All debris resulting from the operation shall lie flat on the ground and will not exceed 10 inches in depth. We will not leave any masticated or cut material leaning against or suspended by a leave tree. We will evenly distribute the masticated/shredded material over the treated areas so as to not leave large accumulations of slash. If needed, we will repeatedly treat concentration areas of brush, slash, and small dead trees in order to satisfy desired work standards and no individual piece of slash or vegetative debris will be greater than 3 feet long.

We will not operate in areas within the units that exceed 35% slope and we have the necessary equipment to determine such slope, if it is not already designated as such. Soil displacement will be minimized by working the shredding and masticating equipment in as straight a line as possible, up and down slopes less than 35%, given the known limitations of residual trees and terrain. Water bars and skid trails, fire lines, and roads disturbed by our operation, will be restored to condition prior to damage, or better.

We ensure that hardwoods (Black oak, Aspen, Willow, Dogwood) will not be masticated, shredded, or damaged, and will be included as crop trees to meet spacing requirements. We will not masticate or otherwise damage any down logs greater than 12" diameter at the mid- section of the log or snags greater than 15.9" DBH. Our equipment will be kept free of debris accumulations that may result in fire starts or hazards. We will be sure that soils in the operating area are dry enough to prevent rutting by a single pass of the equipment, before we begin operation in that area.

We will ensure that the required road signs indicating warning of work in progress are put out at the beginning of any road leading to the treatment area and/or OHV trail. This will be done while the operator is working in the vicinity and material from operator's work might cause a hazard to the general public using these trails/roads.

Item 2

Item 2 will be approached using the strategy and technique used as proposed in Item 1, with the exception that all live and dead brush, and coniferous trees up to 4" DBH will be masticated. All coniferous trees 4-10" DBH will be cut and removed to a 20 x 20 foot spacing. They will be removed to an approved disposal site. We will retain at least 1 clump of 3-6 trees per acre for stand heterogeneity and clumps will not exceed 1/100 of an acre or 20 x 20 feet in size. As in Item 1, trees up to 12" DBH will be masticated if necessary where equipment operability requires.

All snags in groups greater than 3 trees which are less than 16" DBH in diameter will be felled and removed to approved disposal site or grapple machine piled in place. Piles will be free of soil and placed at least 25 feet from live standing trees. Piles will also be located at least 50 feet away from all ephemeral and perennial streamside zones with bole material tightly placed to facilitate burning. We will not leave any bole material protruding from the piles more than

3 feet. We will construct a 36+ inch wide fire-line to mineral soil around each pile. The fire-line will not contain any substantial quantities of dead, vegetative material. A section of the pile will be covered with a minimum 3 x 3-foot piece of durable waterproof material and secured in place by pieces of wood placed on top.

Vegetative material will be machine piled using our equipment with a boom equipped with a grapple head, unless Tanner Logging or UMRWA agrees that use of a machine with a brush rake or other method can be accommodated without damage to residual trees and excessive soil disturbance.

Item 4

Tanner Logging will approach this project beginning on Unit 38 of Item 4, where we will skid and deck all dead trees and down logs generally in excess of 12" diameter on large end and greater than 10 feet in length. Skidded logs will be decked parallel to each other, in piles not to exceed 10 feet in height in such a way that will prevent rolling. Logs will be skidded and decked at approved disposal site. Smaller dead trees and logs will be mechanically masticated. All thinning and mastication specifications used for Item 1 will apply to Item 4 as well in exception to what has been stated in this section.

2. Schedule

Should Tanner Logging be chosen as the winning bidder, we will begin work on Units 20 and 38, then move onto Unit 34. By beginning work in these 3 units, we are able to avoid controlled areas, allowing us to start at the beginning of August. Once the No Operations restrictions are lifted, we would then move onto the rest of Item 3, which should be after September 15th allowing for the lifting of the restriction period for Spotted Owls and Northern Goshawk.

Should operations cease in response to high fire danger, by beginning work in early August, we will have allowed more than enough time to complete the project long before November of 2021.

3. Fire Prevention

Tanner Logging takes the necessary steps and precautionary measures to prevent our employees and equipment from fire danger and setting fires. Our Fire Plan is on record at our headquarters in Murphys, CA as well as on site of each job site. Tanner Logging will abide by the requirements of the Fire Plan provided in

Exhibit C of this RFP and will keep a copy of such plan on site as well as at our headquarters in Murphys, CA.

4. Equipment

Equipment: Tanner Logging Equipment Inventory Catalog

Tigercat Feller Buncher with Fecon Masticator Head – 2015



Linkbelt 330LX Carrier 2005 - with 624D Waratah dangle head processor 2013



ASV Skid Steer Masticator – 2019



Kenworth 4,000gal Water Truck –1985



John Deere 2454 Log Loader – 2013



500gal Fire Trailer - fully stocked



Rubber Tired CAT 525D skidder – 2016



Prime Tech PT300 – 2020



CAT 140G grader – 1994



Additional Equipment

- 1 Tracked CAT 527 Skidder 2005
- 2 Rubber-tired CAT 525B Skidders 2002
- 1 CAT140G Grader 1997
- 1 450 John Deere Tractor 2003 & Tri-Max foam fire suppression unit for masticators
- 1 Parts Trailer - walk in van for onsite repairs
- 3 Pickups - equipped with CB radios and cell phone
- 1 Crew vehicle - equipped with CB radio and cell phones

Tanner Logging possesses all the necessary equipment to accomplish the specified and prescriptive work as described in this RFP solicitation.

B. Cost: Included in Exhibit A of RFP

C. Relevant Experience:

Type of Project	Date Completed	Project Contact Information: Name, Address, Telephone #	Project Details
Logging and Fuels Reduction: Humbug & Anita units	Humbug: 5/12/2020 Anita: 5/28/2020	California Healthy Impact Product Solutions Pat McGreevy P.O. Box 161 West Point, CA 95255 (209)293-2191 mcgreevp@volcano.net	Prescribed reduction of surface and ladder fuels through mastication and logging.
Fuels Reduction: Mitchell Mine Fuel Break 2019 Phase 1	01/15/2020	Amador Fire Safe Council Amanda Watson P.O. Box 1055 Pine Grove, CA 95665 (916)612-5163 amanda-watson@carcd.org	Prescribed removal of brush and small trees by mastication and pruning in order to reduce surface and ladder fuels.
Insect Mortality and Logging Slash Cleanup: Davies Ranch	02/15/2019	Ina Davies Properties LLC John Davies P.O. Box 102 Avery, CA 95224 (209)728-1170	Piling and slash disposal of logging debris and insect infested dead and dying trees.
Logging	11/15/2018	Sierra Pacific Industries Tim Tate 14980 Camage Ave. Sonora, CA 95370 (209)768-6304 TTate@spi-ind.com	Logging operation included removal of green trees, processing of trees into logs, and decking in preparation for transport to mill.

D. References: Included in Exhibit A of RFP



FS Agreement No. 20-SA-11051600-XXX
Cooperator Agreement No. _____

**STEWARDSHIP AGREEMENT
SUPPLEMENTAL PROJECT AGREEMENT**

#

Between The

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

and the

USDA, FOREST SERVICE, STANISLAUS NATIONAL FOREST

Tiered to

MASTER

STEWARDSHIP AGREEMENT

16-SA-11052000-065

This Stewardship Supplemental Project Agreement (SPA) for the West Calaveras Thin and the Bailey Plantation Health Improvement Project, hereinafter referred to as "WCT" is hereby entered into by and between the Upper Mokelumne River Watershed Authority, hereinafter referred to as "UMRWA or Partner," and the USDA, Forest Service, Stanislaus National Forest, hereinafter referred to as the "U.S. Forest Service," as specified under the provisions of Master Stewardship Agreement #16-SA-11052000-065.

Background: The WCT project, is located in the Forest Creek, Blue Creek and Middle Fork Mokelumne River drainages on the Calaveras Ranger District of the Stanislaus National Forest in Calaveras County, California. The project is under two separate Environmental Assessments: West Calaveras Thin Planatation Health Improvement and Bailey Plantation Health Improvement, both of which have similar proposed actions. The purpose of the project is to conduct vegetation treatments in plantations to improve forest health, reduce fuel loads, promote ecological diversity, and enhance watershed conditions to Mokelumne water storage facilities. The project also supports the local and regional economy and builds contractor capacity.

The WCT project contain approximately 787 acres of plantations that are extremely dense and currently do not meet the desired ecological conditions; about 467 acres of 15-25 year age class trees, 207 acres of 30-50 year age class trees, and 113 acres of plantations of mixed age classes. The over stocked plantations are contributing to increased tree strees due to competition for moisture and nutrients, resulting in conditions that are susceptible to insects and decease.

This project is a partnership between the UMRWA, a Joint Powers Agency comprised of six water agencies and the counties of Amador, Calaveras and Alpine, and the Forest Service, Stanislaus National Forest and falls under a Master Stewardship Agreement #16-SA-11052000-065 between the Forest Service and UMRWA, signed May 18, 2016. The Sierra Nevada Conservancy (SNC) grant funds will be used to restore a minimum of 200 acres, with an option to treat an additional 78 acres. Calaveras Ranger District will also contribute additional funds in support of project efforts.

- ashleejackson 6/14/2010 3:15 PM
Comment [2]: This document will auto populate the Partner's name after you enter it in 3 locations. Those locations are: the first paragraph, Section III Part A (Service Work), and Section IV Part D (Nepa Compliance). After you enter the desired name in each location hit the "TAB" key; this will trigger the auto populate function. The comments of the 3 locations are in bold.
- ashleejackson 11/3/2009 10:40 AM
Comment [3]: Insert cooperator agreement number, if applicable.
- ashleejackson 11/3/2009 10:40 AM
Comment [4]: Insert partner's name.
- ashleejackson 11/3/2009 10:40 AM
Comment [5]: Insert Forest Service unit.
- ashleejackson 11/3/2009 10:40 AM
Comment [6]: Insert Master Stewardship Agreement #.
- ashleejackson 11/3/2009 10:40 AM
Comment [7]: Insert the name of the project.
- ashleejackson 11/3/2009 10:41 AM
Comment [8]: Insert the partner's name.
- ashleejackson 2/25/2010 1:22 PM
Comment [9]: Insert the Partner's shortened name or "Partner."
- ashleejackson 11/3/2009 10:41 AM
Comment [10]: Insert the Forest Service unit name.
- ashleejackson 11/3/2009 10:41 AM
Comment [11]: Insert Master Stewardship Agreement #.

ashleejackson 11/3/2009 10:41 AM
Comment [12]: Insert a description of the Stewardship Project Area and the restoration activities to be accomplished.



Upper Mokelumne River Watershed Authority will implement the project in coordination with the Stanislaus National Forest, Calaveras Ranger District.

I. PURPOSE

The purpose of this SPA is to document the cooperative effort between the parties to improve forest health, reduce fuel loads, promote ecological diversity, and enhance watershed conditions within the 278 acre project in accordance with the provisions of this SPA and the incorporated Appendices listed below. The parties acknowledge this SPA, including its Appendices, may be amended by mutual agreement to provide additional and/or modified specifications.

Appendix A	Definitions
Appendix B	Technical Proposal
Appendix C	Map of Stewardship Project Area
Appendix D	Financial Plan
Appendix E	Schedule of Items & Specifications
Appendix F	Guidelines for Operations
Appendix G	Fire Plan

II. THE PARTNER SHALL:

A. **TECHNICAL PROPOSAL.** In coordination with the U.S. Forest Service, prepare and submit for review a Technical Proposal, which will be attached as Appendix B when finalized. This Technical Proposal shall address agreed upon land management activities within in the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal shall abide by all laws and regulations pertaining to the management and protection of National Forest System (NFS) lands and adhere to the National Environmental Policy Act (NEPA) document and all mitigation identified therein. The Technical Proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the U.S. Forest Service. Therefore, the Technical Proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Technical Proposals will be evaluated on the basis of the following criteria. As a minimum, the Technical Proposal must clearly provide the following:

1. A plan of operations for the stewardship project work. Include a timeline and the rationale for the work activities identified to ensure activities will be completed by the expiration date of the SPA.
2. Quality control plan for the stewardship projects.

The approved Technical Proposal will become part of this SPA without necessity of a formal modification.



B. **BILLING.** Bill the U.S. Forest Service for costs incurred on the project. *See related Provision III.D/E Payment/Reimbursement*

C. **PROJECT DESCRIPTION.**

The work to be performed by UMRWA is the treatment of 200 acres with an option to restore an additional 78 acres, within the project boundaries as established by the U.S. Forest Service. All treatments will be consistent with the conditions and specifications provided in the Appendices of this SPA.

III. THE U.S. FOREST SERVICE SHALL:

- A. **SERVICE WORK.** In coordination with UMRWA, timely complete treatments as identified in the Project Map, Exhibit C.
- B. **TECHNICAL PROPOSAL REVIEW and SUPPORT.** (1) Review the Technical Proposal and work with UMRWA to make any necessary changes. (2) Perform in timely manner the Forest Service support tasks associated with partner UMRWA work described in Appendix B. *See related Provision II-A.*
- C. **TECHNICAL PROPOSAL EVALUATION.** Evaluate the Technical Proposal on technical and cost evaluation criteria, such as, but not limited to:
1. *Slash Treatment*
 2. *Weed Treatment*
 3. *Quality Control*
 4. *Utilization of Local Work Force*
- D. **PAYMENT/REIMBURSEMENT** The Forest Service shall reimburse UMRWA for the Forest Service's share of actual expenses incurred, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The Forest Service shall make payment upon receipt of the UMRWA's monthly invoice. Each invoice from UMRWA shall display the total project costs for the billing period, separated by Forest Service and UMRWA share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the UMRWA's full match towards the project, as shown in the financial plan, and be submitted no later than 90 days from the expiration date.

Each invoice must include, at a minimum:

1. Cooperator name, address, and telephone number.
2. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by Forest Service and Cooperator share with in-kind contributions displayed as a separate line item.



- 6. Display all costs, both cumulative and for the billing period, by separate cost element as shown on the financial plan.
- 7. Cumulative amount of Forest Service payments to date.
- 8. Statement that the invoice is a request for payment by "reimbursement."
- 9. If using SF-270, a signature is required.
- 10. Invoice Number, if applicable.

The invoice shall be forwarded to:

EMAIL: ASC_GA@usda.gov or asc_ga@fs.fed.us
FAX: 877-687-4894
POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to:

EMAIL: ray.cabl原因@usda.gov

- E. **ADVANCE PAYMENT.** The Forest Service shall make advance payment upon receipt of an invoice from UMRWA. The invoice must be submitted no more than monthly and the total must not exceed the Forest Service’s share of anticipated expenses as identified on the financial plan. The first invoice may request an advance based on an estimated cost not to exceed 30 days expenditures. Each subsequent invoice must display any additional advance funding for a 30 day period, if needed, as well as the total project costs to date of the invoice. If the partner receives an advance payment and subsequently requests an advance or reimbursement payment, then the request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Any funds advanced, but not spent, must be returned to the Forest Service upon expiration of this agreement. The final invoice from UMRWA must be submitted no later than 90 days from the expiration date.
- F. The Forest Service is responsible for identification and disclosure of all areas to be protected and shall complete all field preparation of the treatment units included in this agreement. Field preparation includes required surveys; identification and flagging or otherwise marking improvements, trails, meadows, streams, invasive plants, sensitive plant sites, cultural resources and any other protected/sensitive areas to be avoided and/or protected; identification and marking of treatment unit boundaries; and timber marking and cruising. Forest Service shall provide access to personnel needed to resolve questions or conflicts as they arise. The Forest Service will provide project map and inspection plot forms. The U.S. Forest Service will provide inspection of UMRWA’s completed work and work with the UMRWA to ensure project objectives are met.



The estimated total project costs include Partner In-Kind costs of \$307,377.61 of leftover SNC grant funds from the Black Springs Restoration Project, and a Forest Service matching contribution of \$120,000.00 for implementation, to restore the West Calaveras Thin and Bailey Plantation Health Improvement Projects. The U. S. Forest Service and UMRWA have mutually committed to perform their respective project work by the grant expiration date.

Jackson, Ashlee ..., 10/29/2013 10:18 AM

Comment [13]: Fully describe all work, tasks, studies, reports, inspections, consultation, and cooperation the FS will perform.

IV. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

A. **PROJECT CONTACTS.** The individuals listed below are authorized to act in their respective areas for matters related to this SPA. In their absence, a designated official acting on their behalf will be the authorized representative.

Principal Partner Contacts:

Karen Quidachay UMRWA 3344 Dusty Gold Lane Placerville, CA 95667 Telephone: (530) 295-8124 Email: karenq@innercite.com	Richard Sykes UMRWA 5883 East Camanche Parkway Valley Springs, CA 95252 Telephone: (510) 390-4035 Email: rsykes@sbcglobal.net
<i>Title/Role/Responsibility:</i> UMRWA Associate to Executive Officer	<i>Title/Role/Responsibility:</i> UMRWA Executive Officer

ashleejackson 11/3/2009 10:41 AM

Comment [14]: Include the project contacts information and their roles and responsibilities in detail. List as many contacts as needed. i.e. sale administrator, weed specialist, fish biologist, etc.

ashleejackson 11/3/2009 10:42 AM

Comment [15]: Insert ALL of the requested information below.

Principal U.S. Forest Service Contacts:

Jason Kuiken Stanislaus National Forest 19777 Greenley Rd. Sonora, CA 95370 Telephone: (209) 288-6265 Email: jason.kuiken@usda.gov	Ray Cablayan Stanislaus National Forest 5519 Highway 4 Hathaway Pines, CA 95233 Telephone: (209) 768-5252 Email: ray.cablayan@usda.gov
<i>Title/Role/Responsibility:</i> Forest Supervisor	<i>Title/Role/Responsibility:</i> District Ranger

ashleejackson 11/3/2009 10:42 AM

Comment [16]: Describe the Contact's responsibilities.

ashleejackson 11/3/2009 10:42 AM

Comment [17]: Describe the Contact's responsibilities.

ashleejackson 11/3/2009 10:42 AM

Comment [18]: Insert ALL of the requested information below.

Louise M. Ewen
Tahoe National Forest
631 Coyote St.
Nevada City CA 95959
Telephone: (530) 478-6127
Email: louise.ewen@usda.gov
Title/Role/Responsibility: Grants Management Specialist – Administering the Agreement

Jackson, Ashlee K..., 11/3/2009 10:42 AM

Comment [19]: Describe the Contact's responsibilities.



- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement UMRWA acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarment official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If UMRWA fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds UMRWA has expended in violation of sections 433 and 434.
- C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Stewardship Agreement and agree to actions essential to fulfill its purposes.
- D. ANNUAL SPA MEETING. Annually, prior to commencement of work, both parties will meet to discuss the terms and conditions of this SPA.
- E. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) The parties will comply with the U.S. Forest Service's EMS which is a systematic approach to improving environmental performance by identifying activities and environmental impacts that occur on NFS lands. The U.S. Forest Service will provide UMRWA with details for compliance.
- F. NEPA COMPLIANCE. The U.S. Forest Service will assure that this SPA incorporates necessary design criteria and standards for operation to comply with the NEPA document. UMRWA will work with the U.S. Forest Service to comply with these terms on the ground.
- G. ACCEPTANCE OF COMPLETED WORK. No less than monthly, UMRWA will notify the U.S. Forest Service of any completed work that is ready for inspection. The U.S. Forest Service may accept all, or a reasonable portion of any specific activity.
- H. CREDIT FOR SERVICE WORK. Stewardship credits will be established for the number of service units (on the Schedule of Items) of each activity that has been completed and accepted by the U.S. Forest Service. Stewardship credits will not be earned for work that is in progress that has not been accepted by the U.S. Forest Service.

USDA Forest Service 1/29/2015 3:48 PM

Comment [20]: This provision is **mandatory** for use in all funded and non-funded agreements entered into with an entity that is a corporation. **IF** the entity is not a corporation, you do not need to include this provision. A corporation is any entity, for-profit or non-profit, that has filed articles of incorporation in one of fifty states, the District of Columbia, or the various territories of the United States.

ashleejackson 3/5/2010 9:45 AM

Comment [21]: Insert Partner's shortened name or "Partner." Be sure to include the article "The" if appropriate.



UMRWA's costs, excluding project development costs, attributable to service work will be incorporated into the Schedule of Items unit rate.

- I. **EARNED STEWARDSHIP CREDITS.** Earned stewardship credits are exchanged for forest products received by UMRWA at the value designated in the SPA Financial Plan, Appendix D. Earned stewardship credits may also be funded with federal funds which will be obligated and reimbursed through IWEB.
- J. **ELECTRONIC TRACKING SYSTEM.** An Integrated Resource Statement of Account (IRSA) will be used as a tracking system for payments, stewardship credits, and cash deposits. The U.S. Forest Service project contacts identified in Provision IV-A is responsible for communicating on-the-ground accomplishments to U.S. Forest Service resource staff for input into the IRSA
- K. **MONTHLY REPORTING.** When the project is active, the U.S. Forest Service will enter the value of the completed and accepted work into the Timber Sale Accounting system (TSA) monthly, and provide UMRWA with a copy of the Statement of Account.
- L. **OVERPAYMENT.** Any funds paid to UMRWA in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the federal government. The following shall also be considered as a debt or debts owed by UMRWA to the U.S. Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to UMRWA.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the U.S. Forest Service may charge interest on an overdue debt.

- M. **REFUNDS.** Funds collected in advance by the U.S. Forest Service, which are not spent or obligated for the project(s) approved under an SPA, may be refunded to UMRWA, authorized for use for a new agreement by UMRWA, or waived by UMRWA. A DUNS number and registration in the Central Contractor Registry (CCR) by UMRWA may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to UMRWA.

ashleejackson 11/3/2009 10:42 AM
Comment [22]: Mandatory provision IF the FS is reimbursing or advancing funds to the Partner.

ashleejackson 11/3/2009 10:42 AM
Comment [23]: Mandatory provision IF FS anticipates collecting funds in advance. Be sure to include the collection provision in the agreement.



N. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the government.

ashleejackson 11/9/2011 8:42 AM
Comment [24]: Mandatory provision IF it is not in the Master Agreement. If this provision is in the Master agreement, it can be deleted.

O. **MODIFICATION.** Modifications within the scope of this Master Stewardship Agreement shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

ashleejackson 3/4/2010 10:47 AM
Comment [25]: Insert a notification period that is no less than 30 days.

P. **COMMENCEMENT/EXPIRATION DATE.** This SPA is executed as of the date of the last signature and is effective through September 30, 2023 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

ashleejackson 11/3/2009 10:42 AM
Comment [26]: Insert the expiration date not greater than ten years. If the Master Stewardship Agreement has a 10 year term, delete "unless extended . . ."

V. **AUTHORIZATIONS**

RICHARD SYKES Executive Officer
Upper Mokelumne River Watershed Authority
Date

ashleejackson 3/29/2010 11:48 AM
Comment [27]: The signature block may be changed to accommodate additional signatories.

JASON KUIKEN, Forest Supervisor
U.S. Forest Service, Stanislaus National Forest
Date

ashleejackson 3/29/2010 11:47 AM
Comment [28]: Insert date of signature.

ashleejackson 11/3/2009 10:43 AM
Comment [29]: Insert Cooperator signatory official's positional title.

ashleejackson 11/3/2009 10:43 AM
Comment [30]: Insert Cooperator's organizational name.

The authority and format of this SPA have been reviewed and approved for signature

ashleejackson 3/29/2010 11:46 AM
Comment [31]: Insert date of signature.

ashleejackson 11/3/2009 10:43 AM
Comment [32]: Insert Forest Service signatory official's positional title.

LOUISE M. EWEN
U.S. Forest Service Grants Management Specialist
Date

ashleejackson 4/1/2010 11:20 AM
Comment [33]: Insert Forest Service Unit.

ashleejackson 11/3/2009 10:44 AM
Comment [34]: Insert date of signature.

ashleejackson 10/3/2012 3:38 PM
Comment [35]: Insert Grants Management Specialist's name (in CAPS).



Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

CONSULTING AGREEMENT
for
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this 24th day of July 2020, by and between the **UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**, a public entity, herein called "UMRWA" or "AUTHORITY", and RICHARD SYKES, herein called "CONSULTANT".

WITNESSETH

Whereas, AUTHORITY requires specialized Executive Officer consulting services related to the administration and conduct of the Authority's business; and

WHEREAS, AUTHORITY wishes to retain CONSULTANT, for his knowledge and experience in public agency administration, his understanding of Member Agency needs and interests, and his ability to engage Member Agency representatives and others in constructive dialogue. CONSULTANT represents that he has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

NOW, THEREFORE, it is mutually agreed by AUTHORITY and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT shall provide said services to AUTHORITY, as set forth in greater detail herein.

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
2. Compensation. AUTHORITY agrees to pay CONSULTANT at the rate of \$150 per hour for services under this Agreement provided the total Member Funded costs shall not exceed the funding allocated for the Executive Officer in the annual UMRWA budget or exceed \$50,000 per fiscal year, and Grant Funded costs are paid by grant funds specifically allocated for grant-funded work tasks. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority.
3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective on October 1, 2020. The agreement shall terminate October 31, 2022 unless extended in writing as may be mutually agreed.
4. Billing and Payment.
 - (a) Member Funded Work - CONSULTANT shall invoice AUTHORITY not more frequently than monthly for services rendered pursuant to Exhibit A (1) Member Funded Work, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date

services were performed. Consultant shall provide any information that will assist AUTHORITY in performing any audit of the invoices.

AUTHORITY will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice approved in writing by the Authority Board President. CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

(b) Grant Funded Work – CONSULTANT shall invoice the applicable funding authority (e.g. SNC, DWR, US Forest Service) for services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be consistent with the requirements of the applicable funding authority. CONSULTANT acknowledges and accepts the risk of delay in payment or non-reimbursement from Grant Funded sources. Under no circumstances shall any Member funds be used to compensate CONSULTANT for Grant Funded Work. Retention of up to 10% may be withheld from invoice payments to CONSULTANT if required by applicable funding authority rules. CONSULTANT shall provide to AUTHORITY on a quarterly basis a progress report showing amounts billed and received for grant funded work and progress toward completion of each grant-funded task.

5. Termination. This Agreement may be terminated by either party immediately for cause, or without cause upon 30 days written notice. CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination. If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that AUTHORITY may condition payment of such compensation upon CONSULTANT's delivery to AUTHORITY of any outstanding work products. Payment by AUTHORITY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.
6. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without AUTHORITY's prior written consent, any confidential information, knowledge or data, including but not limited to litigation or potential litigation matters, and AUTHORITY's legal strategy, defense or theory of the matters. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, developed or obtained by CONSULTANT during the term of this Agreement. CONSULTANT further agrees and understands that all work performed by him as an AUTHORITY liaison for or on behalf of the AUTHORITY in any legal proceedings shall be performed by him at the direction of legal counsel for the AUTHORITY and is protected by the attorney-client communication privilege,

and all such work will be kept in confidence. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

7. Independent Contractor and Professional Responsibility of Consultant. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as he may render and recommendations he may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of AUTHORITY. CONSULTANT expressly warrants that ~~he~~ he will not represent that ~~he~~ he is an employee or servant of AUTHORITY.
8. Diligence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein.
9. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

Richard Sykes
131 Nova Drive
Piedmont, CA
94610-1058

Scott Klein, UMRWA Treasurer
c/o EBMUD
P. O. Box 24055
Oakland, CA 94623

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

10. Indemnity. CONSULTANT agrees to indemnify and hold harmless AUTHORITY and AUTHORITY'S agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT'S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.
11. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of \$300,000/\$500,000, covering CONSULTANT'S operation of his motor vehicle. The automobile liability policy shall be endorsed to name the Authority as an additional insured, but only insofar as the operations under this Agreement are concerned. CONSULTANT shall furnish a certificate of insurance and policy endorsements satisfactory to Authority Counsel at 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained.

CONSULTANT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and CONSULTANT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority's Counsel prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Counsel, either (i) CONSULTANT'S insurer shall reduce or eliminate such deductible or self-insured retention as respects the AUTHORITY, its officers, officials, employees, representatives or agents; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to Authority's Counsel, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
13. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.
14. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
15. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.

17. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
18. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
19. Terms. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than October 31, 2022. The terms of this Agreement may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY**

CONSULTANT

By: _____

By: _____

John Coleman, Chair

Richard Sykes

EXHIBIT A

SCOPE OF SERVICES – EXECUTIVE OFFICER

(1) MEMBER FUNDED WORK

Board and Authority Administration

1. Prepare Board meeting agendas and associated agenda item reports
2. Attend and facilitate Governing Board meetings
3. Coordinate with and provide guidance to the Authority Secretary
4. Coordinate and provide guidance to the Authority Administrative Officer
5. Travel to Board meetings and other venues as necessary and appropriate to conduct the business of the Authority
6. Review and edit Governing Board minutes
7. Follow-up and implement Board actions
8. Communicate with Member Agency representatives in person, by telephone, email or correspondence as necessary and appropriate
9. Update and maintain the UMRWA website
10. Directly or through Administrative Officer, negotiate consultant contracts and scopes of work; manage UMRWA consultants
11. Prepare and monitor the Authority budget
12. Coordinate with EBMUD Accounting to track revenues and expenditures
13. Present the Treasurer's Report quarterly
14. Support preparation of annual independent audit and present audit report to Board
15. Perform other Authority-related tasks as may be directed by the Board

Watershed Education Program

1. Facilitate annual MLLT contract review, execution and compliance

Grants Programs

1. Manage preparation of a grant applications
2. Serve as primary contact for MAC Plan and MAC Region activities
3. Monitor Propositions 1, 68 and other potential grant programs and periodically update the Board on potential opportunities
4. Review and comment on proposed grant programs as appropriate to preserve MAC Region funding opportunities and enhance the region's competitiveness
5. Develop and submit Board authorized grant applications

(2) GRANT FUNDED WORK

Sierra Nevada Conservancy and/or other Grant Programs - Administer and/or co-administer UMRWA awarded grants and oversee completion of program tasks as

specified in the Sierra Nevada Conservancy grant agreements, and other grants as may be awarded to UMRWA during the term of this agreement.

EXHIBIT B
COMPENSATION

A. Hourly Rate - \$150.00 per hour

B. Direct Costs

1. Authority will reimburse direct costs incurred by CONSULTANT in fulfilling Member Funded services. Eligible direct costs include the following.

- Vehicle mileage between CONSULTANT's office and necessary travel locations to conduct Authority business (at applicable IRS rate).
- Parking and tolls.
- Extraordinary reproduction/copying, postage or overnight delivery charges.

Meals, transportation, lodging and other travel charges reimbursed on case-by-case basis: pre-approval required.

2. Direct costs incurred by CONSULTANT in fulfilling the Grant Funded services will be reimbursed with grant funds as provided under applicable grant rules.

CONSULTING AGREEMENT
for
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this 24th day of July 2020, by and between the **UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**, a public entity, herein called "UMRWA" or "AUTHORITY", and ROB ALCOTT, herein called "CONSULTANT".

WITNESSETH

WHEREAS, AUTHORITY requires specialized Administrative Officer consulting services related to the administration and conduct of the Authority's business; and

WHEREAS, AUTHORITY wishes to retain CONSULTANT, for his knowledge and experience in public agency administration, his understanding of Member Agency needs and interests. CONSULTANT represents that he has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

WHEREAS, CONSULTANT has served as the AUTHORITY Administrative Officer since January 2019 and before then as Executive Officer since the Authority's inception in 2000; and

NOW, THEREFORE, it is mutually agreed by AUTHORITY and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT shall provide said services to AUTHORITY, as set forth in greater detail herein.

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
2. Compensation. AUTHORITY agrees to pay CONSULTANT at the rate of \$140 per hour for services under this Agreement provided the total Member Funded costs shall not exceed the funding allocated for the Administrative Officer in the annual UMRWA budget or exceed \$50,000 per fiscal year, and Grant Funded costs are paid by grant funds specifically allocated for grant-funded work tasks. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority.
3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective and work may commence on October 1, 2020. The agreement shall terminate October 31, 2022 unless extended in writing as may be mutually agreed.
4. Billing and Payment.

(a) Member Funded Work - CONSULTANT shall invoice AUTHORITY not more frequently than monthly for services rendered pursuant to Exhibit A (1) Member Funded Work, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date services were performed. Consultant shall provide any information that will assist AUTHORITY in performing any audit of the invoices.

AUTHORITY will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice approved in writing by the Authority Executive Officer. CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

(b) Grant Funded Work – CONSULTANT shall invoice the applicable funding authority (e.g. SNC, DWR, US Forest Service) for services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be consistent with the requirements of the funding authority. CONSULTANT acknowledges and accepts the risk of delay in payment or non-reimbursement from Grant Funded sources. Under no circumstances shall any Member funds be used to compensate CONSULTANT for Grant Funded Work. Retention of up to 10% may be withheld from invoice payments to CONSULTANT if required by applicable funding authority rules. CONSULTANT shall provide to AUTHORITY on a quarterly basis a progress report showing amounts billed and received for grant funded work and progress toward completion of each grant-funded task.

5. Termination. This Agreement may be terminated by either party immediately for cause, or without cause upon 30 days written notice. CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination. If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that AUTHORITY may condition payment of such compensation upon CONSULTANT's delivery to AUTHORITY of any outstanding work products. Payment by AUTHORITY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.
6. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without AUTHORITY's prior written consent, any confidential information, knowledge or data, including but not limited to litigation or potential litigation matters, and AUTHORITY's legal strategy, defense or theory of the matters. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, developed or obtained by CONSULTANT during the term of this Agreement. CONSULTANT further agrees and understands that all work performed by him as an AUTHORITY liaison for or on behalf of the AUTHORITY in any legal proceedings shall be performed by him at the direction of legal counsel for the AUTHORITY and is protected by the attorney-client communication privilege, and all such work will be kept in confidence. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
7. Independent Contractor and Professional Responsibility of Consultant. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as he may render and recommendations he may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of

AUTHORITY. CONSULTANT expressly warrants that he will not represent that he is an employee or servant of AUTHORITY.

8. Diligence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein.
9. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

Rob Alcott
P.O. Box 383
Sea Ranch, CA 95497

Richard Sykes, Executive Officer
UMRWA
15083 Camanche Parkway South
Valley Springs, CA 95252

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

10. Indemnity. CONSULTANT agrees to indemnify and hold harmless AUTHORITY and AUTHORITY'S agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT'S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.
11. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of \$300,000/\$500,000, covering CONSULTANT'S operation of his motor vehicle. The automobile liability policy shall be endorsed to name the Authority as an additional insured, but only insofar as the operations under this Agreement are concerned. CONSULTANT shall furnish a certificate of insurance and policy endorsements satisfactory to Authority Counsel at 810 Court Street, Jackson, CA 95642 as evidence that the insurance required above is being maintained.

CONSULTANT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and CONSULTANT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority's Counsel prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Counsel, either (i) CONSULTANT'S insurer shall reduce or eliminate such deductible or self-insured retention as respects the AUTHORITY, its officers, officials, employees, representatives or agents; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to Authority's Counsel, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

12. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
13. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.
14. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
15. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
17. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
18. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
19. Terms. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than October 31, 2022. The terms of this Agreement may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY**

CONSULTANT

By: _____

Richard Sykes, Executive Officer

By: _____

Rob Alcott

EXHIBIT A

- SCOPE OF SERVICES - ADMINISTRATIVE OFFICER

(1) MEMBER FUNDED WORK

Board and Authority Administration: Under the direction of the Executive Officer;

1. Draft Board meeting agenda reports
2. Attend Governing Board meetings when required
3. Coordinate with the Authority Secretary and UMRWA consultants and contractors as necessary
4. Travel to Board meetings and other venues as required by the Executive Officer to conduct the business of the Authority
5. Follow-up and implement Board actions as necessary
6. Communicate with Member Agency representatives in person, by telephone, email or correspondence as necessary and appropriate
7. Process invoices for grant payments to UMRWA and invoices to pay UMRWA contractors
8. Coordinate with EBMUD Accounting to track revenues and expenditures
9. Support preparation of annual independent audit and present audit report to Board
10. Perform other Authority-related tasks as may be directed by the Executive Officer

Watershed Education Program

1. Facilitate annual Mother Lode Land Trust contract review and process MLLT invoices

Grants Programs

1. Support preparation of a grant applications
2. Manage completion of Proposition 84, 1, 68 or other Implementation Grants awarded to UMRWA
3. Serve as secondary contact for MAC Plan and MAC Region activities
4. Review and comment on proposed grant programs as appropriate to preserve MAC Region funding opportunities and enhance the region's competitiveness
5. Support and/or develop draft Board-authorized grant applications

(2) GRANT FUNDED WORK

USFS, Sierra Nevada Conservancy, NFWF and/or other Funding Programs - Administer and/or co-administer UMRWA funding awards and oversee completion of program tasks as specified in existing Board approved Supplemental Project Agreements and grant agreements and other grants as may be awarded to UMRWA during the term of this agreement.

EXHIBIT B
COMPENSATION

A. Hourly Rate - \$140.00 per hour

B. Direct Costs

1. Authority will reimburse direct costs incurred by CONSULTANT in fulfilling Member Funded services. Eligible direct costs include the following.

- Vehicle mileage between CONSULTANT's office and necessary travel locations to conduct Authority business (at applicable IRS rate).
- Parking and tolls.
- Extraordinary reproduction/copying, postage or overnight delivery charges.

Meals, transportation, lodging and other travel charges reimbursed on case-by-case basis: pre-approval required.

2. Direct costs incurred by CONSULTANT in fulfilling the Grant Funded services will be reimbursed with grant funds as provided under applicable grant rules.

CONSULTING AGREEMENT
for
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this 24th day of July 2020, by and between UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a public entity, herein called "AUTHORITY", and LANDMARK ENVIRONMENTAL INC., a California Corporation, herein called "CONSULTANT".

WITNESSETH

Whereas, AUTHORITY requires specialized consulting services related to the conduct of the Authority's water and forestry resource planning, grant writing and administration tasks; and

WHEREAS, AUTHORITY wishes to retain CONSULTANT for its knowledge and experience in planning for forestry and water project and program development, including integrated regional water management planning activities that involve local, regional, state and federal agencies. CONSULTANT represents it has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

NOW, THEREFORE, it is mutually agreed by AUTHORITY and CONSULTANT that for the considerations hereinafter set forth, CONSULTANT shall provide said services to AUTHORITY, as set forth in greater detail herein.

1. Services and Compensation. CONSULTANT agrees to furnish and AUTHORITY agrees to pay CONSULTANT for services under this Agreement as generally described in Exhibit A and in accordance with the rates in Exhibit B, both incorporated herein, provided the total Member Funded Work cost authorized by the Executive Officer in FY 2021 shall not exceed \$100,000, and the amount in FY 2022 shall not exceed the Board approved FY 2022 UMRWA budget. All work and associated costs will be described in a mutually agreed Task Order(s) issued by the Executive Officer. Grant-related work costs shall not exceed the funding budgeted for and available to CONSULTANT under applicable grants, nor exceed the amount authorized by the Executive Officer. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority.
2. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective and work may commence on October 1, 2020 as authorized and directed by the Authority's Executive Officer. The agreement shall terminate October 31, 2022 unless extended in writing as may be mutually agreed.
3. Billing and Payment.

(a) Member Funded Work - CONSULTANT shall invoice AUTHORITY not more frequently than monthly for authorized services rendered pursuant to Exhibit A (1) Member Funded Work, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date services were performed. Consultant shall provide any information that will assist AUTHORITY in performing any audit of the invoices.

AUTHORITY will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice as approved in writing by the Authority's Executive Officer. CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

(b) Grant Funded Work – CONSULTANT shall invoice AUTHORITY for authorized services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be based on grant invoice and reporting requirements of the Department of Water Resources, Sierra Nevada Conservancy or other applicable funding agency. CONSULTANT acknowledges and accepts the risk of delay in payment or non-reimbursement from Grant Funded sources. Under no circumstances shall any Member funds be used to compensate CONSULTANT for Grant Funded Work. Retention of up to 10% may be withheld from invoice payments to CONSULTANT if required by applicable grant reimbursement rules.

AUTHORITY will exercise due diligence to pay CONSULTANT within two but not to exceed three months after receipt of a proper invoice.

4. Termination. This Agreement may be terminated by either party immediately for cause, or without cause upon 20 days written notice. CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination. If this Agreement is terminated CONSULTANT shall be entitled to compensation for services satisfactorily performed to the effective date of termination; provided, however, that AUTHORITY may condition payment of such compensation upon CONSULTANT's delivery to AUTHORITY of any outstanding work products. Payment by AUTHORITY for the services satisfactorily performed to the effective date of termination shall be the sole and exclusive remedy to which CONSULTANT is entitled in the event of termination and CONSULTANT shall be entitled to no other compensation or damages including, but not limited to, loss of anticipated profits, and expressly waives the same.
5. Release of Information. CONSULTANT agrees to maintain in confidence and not disclose to any person or entity without AUTHORITY's prior written consent, any confidential information, knowledge or data, including but not limited to litigation or potential litigation matters, and AUTHORITY's legal strategy, defense or theory of the matters. CONSULTANT further agrees to maintain in confidence and not to disclose to any person or entity any data, information, developed or obtained by CONSULTANT during the term of this Agreement. CONSULTANT further agrees and understands that all work performed by him

as an AUTHORITY liaison for or on behalf of the AUTHORITY in any legal proceedings shall be performed by him at the direction of legal counsel for the AUTHORITY and is protected by the attorney-client communication privilege, and all such work will be kept in confidence. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

6. Independent Contractor and Professional Responsibility of Consultant. CONSULTANT is retained to render professional services only and all payments made are compensation solely for such services as she may render and recommendations she may make in carrying out the work. CONSULTANT is an independent consultant and not an employee of AUTHORITY. CONSULTANT expressly warrants that she will not represent that she is an employee or servant of AUTHORITY.
7. Diligence. CONSULTANT agrees to diligently perform the services to be provided under this Agreement in accordance with the schedule specified herein.
8. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

Richard Sykes
131 Nova Drive
Piedmont, CA
94610-1058

Karen Quidachay
Landmark Environmental Inc.
3344 Dusty Gold Lane
Placerville, CA 95667

Either party may change the address to which notice or communication is sent by providing advance written notice to the other party.

9. Indemnity. CONSULTANT agrees to indemnify and hold harmless AUTHORITY and AUTHORITY'S agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT'S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.
10. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of \$300,000/\$500,000, covering CONSULTANT'S operation of her motor vehicle. The automobile liability policy shall be endorsed to name the Authority as an additional insured, but only insofar as the operations under this Agreement are concerned. CONSULTANT shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority's Executive Officer as evidence that the insurance required above is being maintained.

- CONSULTANT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and CONSULTANT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority's Counsel prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Counsel, either (i) CONSULTANT'S insurer shall reduce or eliminate such deductible or self-insured retention as respects the AUTHORITY, its officers, officials, employees, representatives or agents; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to Authority's Counsel, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
11. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
 12. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.
 13. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
 14. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
 15. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
 16. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of

this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.

- 17. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
- 18. Terms. Unless terminated pursuant to Article 4 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than October 31, 2022. The terms of this Agreement may be amended only in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in duplicate.

**UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY**

CONSULTANT



By: _____

By: _____

Richard Sykes, Executive Officer

Karen Quidachay, Principal

EXHIBIT A
SCOPE OF SERVICES

(1) MEMBER FUNDED WORK

As authorized via Task Order and as directed by the Executive Officer:

A. Collaborative Forest Projects Plan - This task provides LEI, Inc. support for the development of a plan that will increase the pace and scale of Authority – USFS partnership projects. The plan will be developed as a collaborative effort with Upper Mokelumne River watershed stakeholders including the USFS and ACCG. (Budget: up to \$50,000 in FY2021, FY2022 to be determined; actual cost to be mutually determined and specified in a Task Order issued by the Executive Officer.)

B. Inter-agency Liaison and UMRWA Board Support - This task provides for Karen Quidachay to serve as UMRWA’s liaison with Federal and State agencies and other stakeholders on forest health projects and related initiatives. As required, prepare Board agenda reports and attend Board meetings. (Budget: up to \$10,000 in FY2021, FY2022 to be determined; actual cost to be mutually determined and specified in a Task Order issued by the Executive Officer.)

C. Forest-related Grant Applications – When and as prescribed by Task Order issued by the Executive Officer, prepare applications for forest-related grant funding to implement UMRWA forest projects. (Budget: up to \$40,000 in FY2021, FY2022 to be determined; actual cost to be mutually determined and specified in Task Orders issued by the Executive Officer.)

(2) GRANT FUNDED WORK

As authorized and directed by the Executive Officer:

1. Manage and perform assigned UMRWA/Partner tasks specified in Supplemental Project Agreements (SPAs) between UMRWA and the Stanislaus National Forest.
2. Manage and perform assigned UMRWA/Partner tasks specified in the grant agreement between UMRWA and the National Fish & Wildlife Foundation.
3. Provide grant related administration and support of Prop 1 and other potential future grant agreements between the Authority and Sierra Nevada Conservancy, and others.
4. Perform other grant-funded tasks as may be authorized and directed by the Executive Officer.

EXHIBIT B

COMPENSATION

A. Consultant Hourly Rates

The following rates apply to work billed directly to Member-Funded services (see Exhibit A, item 1 above).

Position	Hourly Rate
Program Manager	\$135
Contract Administrator	\$120
Operations Manager/Field Representative	\$ 70
Project Coordinator/Administrative Assistant	\$ 40

The following rates apply to work that can be billed directly to Grant Funded services (see Exhibit A, item 2 above).

Position	Hourly Rate
Program Manager	\$150
Contract Administrator	\$135
Registered Professional Forester	\$100 - \$145
GIS Technician	\$100 - \$145
Operations Manager/Field Representative	\$75 to \$85
Forestry Technician	\$60
Forestry Intern	\$45
Project Coordinator/Administrative Assistant	\$45

Hourly rates may be adjusted during the term of the agreement. These rates may not apply to Pumpkin Hollow Project since that budget was developed using previous rates. A 5% overhead fee may be added to sub-contractors.

B. Direct Costs

1. Eligible Direct Costs incurred by CONSULTANT in fulfilling Member Funded services described in Exhibit A will be reimbursed by Authority as follows.

- Vehicle mileage between CONSULTANT's office and authorized travel locations at applicable IRS rate.
- Parking and tolls.
- Extraordinary reproduction/copying, postage or overnight delivery charges.
- Pre-approved meal, transportation, lodging and other travel charges.

2. Eligible Direct Costs incurred by CONSULTANT in fulfilling the Grant Funded services described in Exhibit A (2), Grant Funded Work, may be reimbursed if and as allowed and in accordance with applicable grant rules.

- CONSULTING SERVICES AGREEMENT -

MAC Plan Database and UMRWA Website Maintenance and Support

THIS CONSULTING SERVICES AGREEMENT (“Agreement”) is entered into as of July 24, 2020 by and between the UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a joint powers agency formed pursuant to the laws of the State of California (“Authority”) and WOODARD & CURRAN, INC., a Maine corporation (W&C, or the “Contractor”).

RECITALS

A. Authority desires to obtain professional assistance to maintain and support the MAC Plan project database (related to the Mokelumne-Amador-Calaveras Plan and other potential applications) and UMRWA website.

B. Contractor is in the business of providing professional services related to water resource planning and engineering, project planning and technical analysis, and data program development and processing.

C. Authority desires to engage Contractor, and Contractor desires to be hired by Authority, to perform certain consultation services upon the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY CONTRACTOR.

1.1 Contractor shall perform all consulting tasks described in Exhibit A, Scope of Work and Budget, attached and incorporated by this reference (the “Work”). All services shall be rendered with the care and skill ordinarily used by members of Contractor’s profession practicing in this geographical region, and shall be in accordance with regulatory requirements of any state or federal agencies having jurisdiction over the subject matter of this Agreement. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom and Authority shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation unless such deficiency is directly attributable to defects in information furnished by Authority.

1.2 Contractor is authorized to proceed with Work upon receipt of a Notice to Proceed and as directed by Authority. Upon receipt of the Notice to Proceed Contractor agrees to commence performance forthwith and to timely complete the Work as mutually agreed and directed by Authority.

2. SERVICES TO BE RENDERED BY AUTHORITY. Authority agrees to make available to Contractor background and other data and information known to Authority and applicable to the Work.

3. CHANGES IN SCOPE OF SERVICES. Only the Authority's Board of Directors or its designees have the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor's or Authority's duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Contractor acknowledges that no Authority staff person or Authority officer other than the Board of Directors or its designees directly authorized to negotiate this Agreement or any changes thereto have the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in writing by the Board of Directors or such designee shall be null and void.
4. TERM OF AGREEMENT; TERMINATION. This Agreement shall terminate automatically on successful completion of the Work, or on January 31, 2023. Authority reserves the right to terminate this Agreement with or without cause on seven (7) days' written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.
5. COMPENSATION TO CONTRACTOR. Every two months Contractor shall submit bimonthly invoices indicating hours of work expended and progress toward completion of each task. Invoices are to be sent electronically, in the form of a PDF file, to Rob Alcott at robalcott@aol.com. Compensation to Contractor shall be paid on a time-and-materials basis for hours actually spent in performance of the Work plus direct costs. In no event shall compensation for completion of the Work exceed the Total Fee amount of \$21,000 as set forth in Exhibit A, Scope of Work and Budget, attached and incorporated by this reference.
6. SUPERVISION OF THE WORK.
 - 6.1 Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Authority shall deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Contractor shall be responsible to Authority for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
7. ASSIGNMENTS. Contractor may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
8. CONTRACTOR NOT EMPLOYEE OF AUTHORITY. It is understood that Contractor is not acting hereunder as an employee of Authority but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Authority. It is understood by both Contractor and Authority that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

9. LICENSES, ETC. Contractor represents to Authority that it or its principals have all licenses and qualifications, of whatsoever nature, that are legally required for Contractor to practice its profession and to perform the Work. Contractor agrees that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license that is legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further agrees that any subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses and qualifications of whatsoever nature that are legally required for the subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10. INSURANCE.

10.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement a policy or policies of insurance as follows:

10.1.1 General Liability – Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractors liability.

10.1.2 Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by Contractor in the performance of the Agreement.

10.1.3 Professional Liability – In the event Contractor is a licensed professional, and is performing professional services under this contract, professional liability insurance is required with a limit of liability not less than \$1,000,000 per claim.

10.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority's Executive Officer as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide prior to said expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year.

10.3 Certificates of insurance must include the following provisions:

10.3.1 The insurer will not cancel the insurance coverage without 30 day prior written notice to the Authority; and

10.3.2 The Authority, its officers, officials, and employees are included as additional insured but only insofar as the operations under this Agreement are concerned.

This provision shall apply to all liability policies *except* workers' compensation, employer's liability, and professional liability.

- 10.4 Contractor's commercial general and automobile liability insurance coverage shall be primary insurance as respects the Authority, its officers, officials, and employees. Any such insurance or self-insurance maintained by the Authority, its officers, officials, and employees shall be in excess of Contractor's insurance and shall not contribute with it.
- 10.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority's Executive Officer prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Executive Officer, either (i) Contractor's insurer shall reduce or eliminate such deductible or self-insured retention as respects the Authority, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to Authority's Executive Officer, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 10.6 Claims made policies: If any of the required policies provide coverage on a claims-made basis:
- 10.6.2 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract work.
- 10.6.3 Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the contract of work provided such insurance is available in the marketplace and is economically feasible.
- 10.6.4 If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of four (4) years after completion of contract work.

11. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.

12. OWNERSHIP OF DOCUMENTS.

- 12.1 Contractor agrees to maintain in confidence and not disclose to any person or entity, without Authority's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of Authority. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained hereunder by Contractor during the term of this Agreement, except as directed by Authority. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
- 12.2 The originals of all computations, drawings, designs, graphics, studies, reports, manuals, photographs, videotapes, data, models, computer files, software, and other documents prepared or caused to be prepared by Contractor or its subcontractors in connection with these services shall be delivered to and shall become the exclusive property of Authority if requested by Authority (excluding the Opti software source code). Authority is licensed to utilize these documents (excluding the Opti software source code) for Authority applications on other projects or extensions of this project, at its own risk. Contractor and its subcontractors may retain and use copies of such documents, with written approval of Authority; no approval is needed for Opti source code and its enhancements. W&C will retain sole ownership, patent rights, and marketing rights to the Opti source code that may be used or enhanced by W&C during the performance of this Agreement.

13. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

14. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of Authority) and hold harmless Authority and Authority's agents, board members, elected and appointed officials and officers, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), to the extent caused or alleged to be caused by any negligent or willful error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the negligence or willful misconduct of Authority or its agents or employees..

15. NON-DISCRIMINATION. Contractor agrees that, in the performance of services under this Agreement, Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, or national origin in any manner prohibited by Title VI of the Civil Rights Act of 1964 or any applicable State enactments, as said regulations may be amended.

16. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To Contractor: Woodard & Curran, Inc.
Jeanna Long, Project Manager
801 T Street
Sacramento, CA 95811

To Authority: Upper Mokelumne River Watershed Authority
Rob Alcott, Administrative Officer
P.O. Box 383
Sea Ranch, CA 95497

With a copy to:

Gregory Gillott, Authority Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

17. PROJECT PERSONNEL. Contractor shall not change key project personnel without advising the Authority.

18. CONFLICT OF INTEREST. Contractor represents that it presently has no interest and covenants that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of the Work. Contractor further agrees that in the event the Contractor hires anyone with a conflict during the performance of this Agreement proper precautions will be taken to segregate the work so that the person with the conflict has no knowledge of or influence over the performance of the work under our contract.

19. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

20. CONSTRUED PURSUANT TO CALIFORNIA LAW. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California.

21. INCORPORATION OF AGREEMENTS AND AMENDMENTS. This Agreement contains all agreements of the parties with respect to any matter mentioned herein. No other Agreement or understanding pertaining to any such matter shall be effective unless in writing signed by the party to be charged. This Agreement may be modified by the parties hereto only in writing and signed by both parties.

22. **SEVERABILITY.** The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
23. **TIME OF ESSENCE.** Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. **INFORMATION PROVIDED BY CONTRACTOR.** Contractor shall be entitled to reasonably rely upon the information provided by Authority, Authority’s representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of services; provided, however, that Authority reserves the right to require verification if Authority has good cause to believe that Contractor’s sources are incorrect.
25. **INVOICING AND PAYMENT.** Contractor shall submit, as noted in paragraph 5 above, bi-monthly invoices for work performed and expenses incurred during the preceding two-month period. With each invoice the Contractor will submit a Progress Report that indicates the budget status of each task and subtask, and describes for each individual who performed work the tasks performed and the date and time spent on each task during the billing period. No retention shall be required. Payment of all undisputed charges shall be made by the Authority within 30 days of receipt of the invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to the Contractor within 30 days of receipt of the invoice. In the event payment for undisputed charges has not been made within 30 calendar days from the date of the invoice, Contractor may, giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against Authority, suspend all or part of the services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5 percent per month, not to exceed the maximum rate allowed by law, may be added to the unpaid balance of each invoice, after 90 calendar days from the date of the invoice.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

<p>UPPER MOKELUMNE RIVER WATERSHED AUTHORITY</p> <p>BY: _____ Richard Sykes, Executive Officer</p>	<p>CONTRACTOR: WOODARD & CURRAN, INC., a Maine corporation</p> <p>BY: _____ Jeanna Long, Principal</p> <p>Federal Tax I.D. No.: 01-0363222</p>
--	--

Scope of Work and Budget

WORK:

Task 1 – W&C will host and maintain the MAC Plan database (Opti software) to support UMRWA for a term of two (2) years, from October 1, 2020 through September 30, 2022. The Opti software is installed as is, but may be modified by W&C with additional enhancements or features requested by UMRWA at an additional cost. W&C may update the Opti software during the term of this agreement for its own convenience and update UMRWA’s implementation at no cost.

The hosting services will be available 7 days a week, while technical support regarding problems with software access and navigation, if any, will be available during normal business hours of 8 AM to 5 PM Monday through Friday. W&C may schedule downtime outside of the business hours for regular maintenance. Any required maintenance during business hours will be conducted with advance notice and coordination of schedule with UMRWA.

W&C will also serve as the system administrator for Opti and will provide support in managing user accounts, generating reports, and updating project information as necessary.

Task 2 – W&C will maintain and support the UMRWA website (www.umarwa.org) as needed and requested by the Executive Officer and/or the Authority Secretary for a term of two (2) years, from October 1, 2020 through September 30, 2022. The primary activity under this task will be the periodic posting of documents and meeting announcements on the UMRWA website.

BUDGET:

W&C system administrator support and technical support will be limited to 40 hours per year for the specified two-year agreement period. Contractor shall submit bi-monthly invoices via email for work performed and expenses incurred during the preceding two-month period.

If at any time during the term of this agreement it is determined that costs will exceed the allotted \$21,000 total budget (which is based on an assumed \$10,500 annual cost), W&C will timely develop and submit an estimate of additional costs and justification to the Executive Officer for approval on an as-needed basis.

AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTING SERVICES (Agreement) is entered into as of July 24, 2020 by and between Mother Lode Land Trust (MLLT), 501c3 a nonprofit public benefit corporation, and Upper Mokelumne River Watershed Authority (Authority), a joint powers agency formed pursuant to the laws of the State of California.

RECITALS

A. MLLT and UMRWA have a common objective to develop and promote a cost effective Youth Watershed Stewardship Program (YWSP) that builds on local working relationships for the conservation and wise use of water in the areas served by UMRWA members.

B. MLLT and UMRWA have determined it to be in their mutual interests to establish a contractual relationship whereby collaborative watershed education efforts between teachers, students, community partners and UMRWA members may be established through the YWSP.

C. Authority desires to engage MLLT, and MLLT desires to be engaged by Authority, to provide consulting services to perform certain tasks necessary to develop and implement the YWSP, in accordance with the terms and conditions set forth in this Agreement.

D. Authority is not financing the Agreement but is relying on contributions from its Members to fund the activities set forth herein.

NOW THEREFOR, in consideration of the performance of the covenants herein contained, the parties agree as follows:

1. SERVICES TO BE RENDERED BY THE MLLT

MLLT will introduce the tasks as specified in the Scope of Work & Budget (Exhibit A, attached and incorporated by this reference) for the following Amador and Calaveras County schools, and perform Exhibit A tasks in those schools where an invitation is received, provided that MLLT will provide services in at least three fourths of schools listed below:

Amador County

- Jackson Elementary
- Jackson Middle School
- Ione Elementary
- Pine Grove Elementary
- Pioneer Elementary
- Sutter Creek Elementary
- Plymouth Elementary
- Sutter Creek Primary
- Ione Middle School
- Argonaut High School
- Amador High School
- Mountain Oaks (Amador)

Calaveras County

- Copperopolis Elementary

- Hazel Fisher Elementary
- Jenny Lind Elementary
- Mark Twain Elementary
- Mokelumne Hill Elementary
- Railroad Flat Elementary
- San Andreas Elementary
- Valley Springs Elementary
- West Point Elementary
- Avery Middle School
- Toyon Middle School
- Bret Harte High School
- Calaveras High School
- Mountain Oaks (Calaveras)
- Christian Learning Center
- Albert Michelson Elementary

MLLT will also target after school youth programs to encourage additional youth participation in the YWSP.

MLLT agrees to commence performance forthwith and to complete the Scope of Work in conformance with Exhibit A.

2. CHANGES IN SCOPE OF SERVICES. Both the Authority’s Board of Directors and MLLT Board of Directors

must approve any extension of time, change order, change in the Scope of Work, change in the contract price, or other term or condition affecting MLLT's duties set forth herein. Any change to the terms and conditions of this Agreement not authorized in writing by the UMRWA Board of Directors and MLLT Board of Directors shall be null and void.

3. TERM OF AGREEMENT; TERMINATION. This Agreement shall begin January 1, 2020 and terminate automatically on successful completion of the Work, or on December 31, 2020. Either party may terminate this Agreement with or without cause on thirty- (30) days written notice. In the case of such early termination, MLLT shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.

4. REPORTING AND COMPENSATION.

4.1 MLLT shall submit invoices indicating activities performed and expenses incurred during the preceding invoice period. Invoices shall be submitted no more frequently than monthly and no less frequently than quarterly. All invoices shall be accompanied by a report containing the information referenced in section 4.3 below. No retention shall be required. The Authority shall pay undisputed charges within 30 days of receipt of invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to MLLT within 30 days of receipt of the invoice.

4.2 Invoices (in PDF form) shall be submitted via email to Rob Alcott at robalcott@aol.com. Compensation to MLLT shall be paid in accordance with UMRWA's share of the compensation for each task included in the Scope of Work as set forth in Exhibit A. In no event shall UMRWA's share of compensation for completion of the Scope of Work exceed the maximum amount of **\$16,500**. Authority's payment of compensation is dependent upon Authority's receipt of funds for this Agreement from its Members.

4.3 Each invoice submitted pursuant to this Section 4 shall be accompanied by a report containing the following information: (i) percentage of completion of each task listed in Exhibit A; (ii) schools, students, and teachers participating in the Program; (iii) field trips undertaken, (iv) material produced pursuant to this Agreement, and (v) any other activities funded through this Agreement.

5. SUPERVISION OF THE SCOPE OF WORK.

5.1 MLLT shall be responsible for ensuring that the Scope of Work is properly performed. Authority shall deal only through the MLLT, who shall be responsible for the proper execution of the entire Scope of Work.

5.2 MLLT shall be responsible to Authority for the acts and omissions of its employees, subcontractors, and their agents and employees, and any other persons performing any of the Scope of Work under a contract with MLLT.

6. ASSIGNMENTS. MLLT may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.

7. MLLT NOT EMPLOYEE OF AUTHORITY. It is understood that MLLT is not acting hereunder as an employee of Authority but solely as an independent contractor. MLLT, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. It is understood by MLLT and Authority that under no circumstance shall this Agreement be construed or be considered to create an employer-employee relationship or a joint venture.

8. NOTICES. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States Postal Services, certified with return receipt requested, with postage prepaid and addressed as follows:

To MLLT: Mother Lode Land Trust
PO Box 1435
Jackson, CA 95642

To Authority: Upper Mokelumne River Watershed Authority
Richard Sykes, Executive Officer
31 Nova Drive
Piedmont CA 94610

With a copy to:
Gregory Gillott
Authority Counsel
810 Court Street
Jackson, CA 95642

The address to which notice shall or may be mailed, as aforesaid, to either party shall or may be changed by written notice given by such party or the other, as hereinbefore provided, but nothing herein contained shall preclude the giving of any such notice by personal service.

9. INDEMNIFICATION AND INSURANCE.

- 9.1 MLLT shall indemnify, defend (upon request of the Authority) and hold harmless the Authority and its agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of counsel, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any negligent error, act or omission of MLLT and/or its officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the sole negligence or willful misconduct of the Authority or its agents or employees.
- 9.2 MLLT shall take out and maintain at all times during the term of this Agreement, a policy or policies of insurance as follows:
- (a) General Liability – Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, and products liability.
 - (b) Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by MLLT in the performance of the work.
- 9.3 MLLT shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority as evidence that the insurance required above is being maintained. MLLT agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, MLLT agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement, or for a period of not less than one year.
- 9.4 Certificates of insurance must provide that the insurer will not cancel the insurance coverage without 30 days prior written notice to the Authority; and shall state that the Authority, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies *except* workers' compensation insurance policies.

- 9.5 MLLT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and MLLT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by the Authority prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by the Authority, either (i) MLLT's insurer shall reduce or eliminate such deductible or self-insured retention as respects the Authority, its officers, officials, employees, representatives or agents; or (ii) MLLT shall provide a financial guarantee, satisfactory to Authority, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 9.6 MLLT's insurance coverage shall be primary insurance as respects the Authority, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees or volunteers shall be in excess of the MLLT's insurance and shall not contribute with it.
- 9.7 In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Consultant is required to secure the payment of compensation to its employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. MLLT is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.
10. CONTRACT EXECUTION. Each individual executing this Agreement on behalf of the Authority and MLLT represents that he or she is fully authorized to execute and deliver this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UPPER MOKELUMNE RIVER WATERSHED
AUTHORITY

BY:

Richard Sykes, Executive Officer

MOTHER LODE LAND TRUST, INC.

BY:



Ellie Routt, Executive Director
(Federal Tax I.D. No.: 94-3137444)

**Exhibit A – Scope of Work & Budget
Implementation of Youth Watershed Stewardship Program
(Jan. 1 – Dec. 31, 2020)**

Description	Date of Completion	Subtotal w/o Admin.
Annual Implementation	12/31/2020	\$6,500
Conduct in-service training to teachers in elementary, middle, school classrooms in Calaveras, Alpine and Amador Counties to implement use of STE website (including the forest health curriculum) and Watershed Guide. Provide subsidized transportation and supervision for field activities, Ranger Led Environmental Education Program (RLEEP), and the Classroom Aquarium Education Program (CAEP). Expand CAEP to upcountry and Alpine County schools including release of CAEP trout into local streams.		
Program Supported	12/31/2020	\$2,400
Website update and support, storage costs, equipment, supplies, insurance, and LLC licensing.		
Watershed Alive! Days and Stewards of the Watersheds. Elementary-High School Program	12/31/2020	\$5,125
Coordinate and conduct outdoor field experiences with community partners for grades 5-12 (with special attention to the involvement of Forestry Challenge students) and a focus on “Healthy Forests Healthy Watersheds” in Calaveras County and Amador County.		
Subtotals w/o Administration		\$14,025
MLLT Administration & Accounting		\$ 2,475
Total		\$ 16,500

COVID-19 School changes may impact some of the deliverables in this Scope of Work. For example, in classroom Programs may change to virtual platforms and additional fieldtrips may be required to meet Social Distancing guidelines. All work performed will be conducted in a manner that will best capture the essence of the STE Program and stay within budget. Any changes will be presented to UMRWA per this agreement and will be highlighted in the invoicing and grant reporting.