



Upper Mokelumne River Watershed Authority

Supplemental Agenda Materials Packet - January 23, 2026 -

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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

**Mokelumne Amador Calaveras Forest Health and Resilience Project - Phase 1
(formerly Forest Projects Plan)**

Cedar Fuels Reduction Project Bid item 1 – Cedar North

THIS GENERAL 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 THOMPSON LAND MANAGEMENT, LLC (“Contractor”).

Authority desires to obtain forest fuel reduction 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 Area 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	Road Maintenance for Limited Use
Exhibit G	Operations Plan

The maximum compensation payable to the Contractor shall not exceed one million three hundred ninety-four thousand seventy-three dollars and sixty cents (**\$1,394,073.60**) as shown below for the term of this Agreement.

Description	Unit of Measure	Estimated Quantity ¹	Unit Price	Extended Price
Item #1 Cedar North Mastication, Hand, and Aspen Treatments	acre	614.4	\$2,269 /acre	\$1,394,073.60

¹This amount is an estimated quantity. No minimum or maximum number of acres is guaranteed or implied. Refer to Project Area Map for specific locations.

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 November 15, 2027.

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: Thompson Land Management, LLC
 Isiah J. Thompson, Managing Member
 P.O. Box 494819
 Redding, CA 96049

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

Electronic Signatures. The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

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

UPPER MOKELUMNE RIVER WATERSHED
AUTHORITY

CONTRACTOR:

BY: _____
Richard Sykes, Executive Officer

BY: _____
Isiah J. Thompson, Managing Member

DATE: _____

DATE: _____

FEDERAL TAX I.D. No.: 84-3091645

EXHIBIT A
SCOPE OF WORK

This project lies entirely within Eldorado National Forest Lands, on the Amador Ranger District. The Authority is implementing this project under a Stewardship Agreement number 24-SA-11050300-018, dated July 10, 2024, between the Authority and the Forest Service.

The project consists of forested stands of varying density. 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 contributing to increased wildfire severity, intensity, and frequency.

SPECIFIC REQUIREMENTS

PROJECT			
Project	Description	Unit	Estimated Quantity*
Item 1 - Cedar North	Mastication, Hand, and Aspen Treatment	Acres	614.4

*Refer to unit tables included in Project Area Map for unit numbers, treatment types, and acres.

All Items. Mastication and Hand Treatment

- a. Unit boundaries are identified virtually or as flagged on the ground with blue flagging.
- b. Contractor shall be required to navigate virtual unit boundary using GPS.
- c. Contractor shall be required to utilize a georeferencing software such as Avenza Maps or Esri FieldMaps to conduct all treatments. GPS units shall be capable of downloading unit location data from provided Geographic Information Systems, either in shapefile (.shp) or keyhole markup language (.kml).
- d. Contractor shall be required to have a GPS enabled device on each piece of equipment capable of 30 ft (9.1 meter) accuracy.

Mastication Specifications

- a. In natural forested stands masticate all live and dead brush, and live coniferous and hardwood trees less than 10 inches diameter at breast height (dbh) to a spacing of 20-25 feet between leave trees. For hardwood trees where multiple stems on the same individual exist, retain a minimum of dominant 2-3 stems. Additional trees up to 14" dbh may be masticated if such removal is necessary to facilitate machinery movement within the stand. In sparse areas with generally less than 25-30 percent canopy closure, thin trees less than 10 inches dbh to a spacing of 25-30 feet between stems, taking into account all leave trees. Trees less than 10 inches dbh to be retained in sparse areas shall follow the species and quality guidelines below for plantations.
- b. In plantations masticate all live and dead brush and live coniferous trees up to 10 inches dbh to a 18 x 18 foot spacing. Trees up to 14 inches dbh may be masticated when necessary to facilitate machinery movement within the stand. Trees are to be retained within the spacing described above in the following priority: 1) giant sequoia, 2) sugar pine (free of white pine

blister rust), 3) Douglas fir, 4) incense cedar, 5) ponderosa pine, 6) 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.

- c. Masticate all dead coniferous trees up to 12 inches dbh. In addition, all dead trees (snags) and unstable live trees (as defined by UMRWA Project Inspector) that present an imminent hazard to the implementation of project activities or UMRWA or Contactor personnel shall be felled to abate hazard. Such material shall be masticated unless otherwise agreed to be left in place.
- d. Existing surface fuels shall be masticated to a depth of less than 10 inches.
- e. Within all units all leave trees shall be hand pruned to 8 feet above ground level on the uphill side, while retaining a minimum of 50% of the canopy. Prune as close to flush with the bole as possible without damaging the bark or bole of the tree. Machine pruning shall not be permitted in mastication units unless equipment is specifically designed for pruning and use is approved by UMRWA.
- f. All masticated 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 or obstacles (i.e., large rocks, down logs).
- g. Debris resulting from the operation shall lie flat on the ground and not exceed 12 inches in depth. No masticated or cut material shall lean against or be suspended by a leave tree.
- h. No individual piece of slash or vegetative debris shall be greater than 3 feet in length.
- i. Protection of the residual trees shall be the highest priority in all operations.
- j. Soil displacement shall be minimized by working the masticating equipment in as straight a line as possible, minimizing turning, given the known limitations of residual trees and terrain. At the direction of UMRWA, erosion prevention measures shall be implemented to mitigate ruts, berms, and other soil displacement. Unless otherwise agreed, erosion prevention measures shall be implemented within 15 calendar days after completion of mastication in accordance with Exhibit E, Erosion Prevention and Control.
- k. Aspen, Pacific yew, willow, dogwood (in tree form), madrone, whitebark pine, and riparian dependent vegetation shall not be masticated, shredded, or damaged except where machine trails have been flagged and approved by UMRWA.
- l. To the extent practicable do not masticate existing down logs greater than 10 feet long and 16 inches diameter at the small end.
- m. Equipment shall be kept free of debris accumulations that may result in fire starts.
- n. 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 to satisfy desired work standards.
- o. Vegetative debris shall not be pushed into leave trees and left unshredded.
- p. Equipment shall not be operated in areas of saturated soils. Contractor shall make a determination of soil conditions prior to operations. Contractor shall immediately cease operations if soil damage occurs, such as rutting, ponding, inadequate traction or loss of bearing strength, and/or soil displacement. The UMRWA Project Inspector may direct the Contractor to delay start of operations or cease ongoing operations if UMRWA determines that soil conditions are unsuitable for equipment. A wet weather operating plan may be required when operations are planned during periods of seasonal precipitation (e.g. late fall to early spring).
- q. Equipment shall not operate on slopes exceeding 40%.

Hand Treatment Specifications

- a. In treatment units where Hand Treatment is specified, or where mastication is unsuited or prohibited (too rocky, streamcourse buffers, too steep, wildlife exclusion areas, etc.) hand thinning shall be required in accordance with specifications herein.
- b. All brush and live conifer and hardwood trees over 1 foot in height and up to 10 inches dbh shall be felled, lopped and scattered or chipped. In sparse areas with generally less than 25-30 percent canopy closure, thin trees less than 10 inches dbh to a spacing of 25-30 feet between stems, taking into account all leave trees. Trees less than 10 inches dbh to be retained in sparse areas shall follow the species and quality guidelines above (mastication b.) for plantations.
- c. Within wildlife areas designated on the Project Map (CA-5) and flagged on the ground with pink and black striped flagging, hand cutting of conifer trees shall be limited to conifer trees less than 6 inches dbh.
- d. Hand cut all dead coniferous trees up to 12 inches dbh. In addition, all dead trees (snags) or unstable live trees (as defined by UMRWA Project Inspector) that present an imminent hazard to the implementation of project activities or UMRWA or Contactor personnel shall be felled to abate hazard.
- e. Aspen, Pacific yew, willow, dogwood (in tree form), madrone, whitebark pine, and riparian dependent vegetation shall not be cut or damaged.
- f. All trees shall be cut below the lowest live limbs, except when prevented by natural obstacles. All live limbs below the cutting point shall be removed. Trees shall be completely severed from the stump.
- g. Within all hand treatment areas, all leave trees shall be pruned to 8 feet above ground level, while retaining a minimum of 50% of the canopy. Prune as close to flush with the bole as possible without damaging the bark or bole of the tree.
- h. Chip or Lop and Scatter all vegetative material associated with cut trees and pruning to a maximum slash depth of 14 inches.
- i. Piece length shall be less than or equal to 8 feet and scattered at least 4 feet away from residual trees.
- j. Cut trees shall be felled away from unit boundaries, roads, telephone lines, established trails, stock driveways, fence lines, established land corners and streams. Any trees falling on such areas shall be removed or left standing if damage to improvement would result.
- k. All stump heights shall be no higher than 8 inches above ground level on the uphill side.

Aspen Stand Treatment Specifications

- a. In Aspen stands shown on the Project Map and/or flagged on the ground, all shrubs and live conifer trees over 1 foot in height and up to 12 inches dbh shall be masticated, or hand felled, lopped and scattered or chipped.
- b. On slopes less than or equal to 40% where machine access is feasible, mastication shall be the required treatment within the aspen stands. Machine operations within aspen stands may necessitate cutting/running over some aspens. Machine routes through the aspen areas shall be discussed, agreed upon with the UMRWA Project Inspector, and flagged prior to operations. Where unacceptable damage to aspen cannot be avoided, as determined by the UMRWA Project Inspector, hand treatment shall be substituted.
- c. Working within aspen units should be delayed until late summer to allow for the driest conditions possible.
- d. Hand treatments will follow Hand Treatment Specifications items d–k.

- e. Mechanical treatments will follow Mechanical Treatment Specifications items c–q.

Equipment Requirements

- a. Contractor shall 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 (Exhibit E).

Resource Protection Measures

- a. Tracks or wheels of equipment shall not operate within:
 - 50 feet of perennial or intermittent streams, wet areas or fens.
 - 25 feet of meadows with wet margins (soil under duff is moist to wet).
 - 15 feet of ephemeral streams, meadows with dry margins (soil under duff is dry), and small seeps and springs that lack a channel component (i.e. do not have an associated significant flowing channel).

These distances apply unless a smaller or larger exclusion area is flagged on the ground and/or noted on the Project Area Map. Reaching into these aquatic buffer zones with an articulating masticating head is allowed, but ground/soil disturbance is prohibited within buffers and riparian dependent vegetation shall not be masticated. Hand falling of trees is required within the mechanical exclusion zones. Any trees should be felled away from the stream or wet area and left in place, bucked, lopped and scattered, or removed by reach in and full suspension.
- b. Hand work is allowed within ephemeral Special Aquatic Features (SAF) such as ephemeral wet meadows when they are dry (no standing water present). Cut vegetation in ephemeral SAF will be lopped and scattered outside of the SAF to the extent possible.
- c. Equipment crossing locations for dry ephemeral streams may be authorized by UMRWA. Wet ephemeral stream crossing locations require review by the Forest Service aquatic biologist. All stream crossings should be limited to two passes (in and out) and no more than one crossing per 0.25 mile of stream.
- d. Unless otherwise agreed, no operations shall be permitted within areas identified as CA-1 or CA-2 on the Project Map and/or flagged with pink plus green, pink plus black, pink and black checkered, or orange “Noxious Weed” flagging and/or behind “Area Controlled” signs.
- e. Should any Threatened, Endangered or Eldorado National Forest Sensitive species, or previously unknown cultural or archeological site, be detected during any phase of the project, operations shall cease in that area, the UMRWA Project Inspector shall be notified, and adjustments to the project will be evaluated and may be made accordingly.
- f. When working above 7,000 feet, areas with potential habitat for whitebark pine shall be assessed for stand-health and delineated for avoidance by UMRWA. Hand-thinning or mastication shall not occur in delineated stands of whitebark pine.
- g. Lava cap plant communities shall be protected from motorized equipment and vehicles. All project-related equipment and vehicles shall remain on existing road corridors within lava caps; including no parking off road, heavy equipment travel, etc.
- h. Storage of fuel or other toxic materials and maintenance of equipment shall not occur within Riparian Conservation Areas defined as 300 feet on each side of perennial streams and from the edge of special aquatic features (lakes, wet meadows, bogs, fens, wetlands, vernal pools, and springs), and 150 feet from each side intermittent and ephemeral streams. For streams, the RCA is measured from the bank full edge of the stream.
- i. In treated areas, a minimum of 70% ground cover shall be maintained within 100 feet from the edge of any intermittent or perennial stream channel. If the existing ground cover is less

than 70 percent, then the existing ground cover shall be maintained. Tops, limbs, and small trees can be lopped and scattered to meet ground cover criteria.

- j. Contractor shall immediately notify UMRWA if its operations disturb or damage any area flagged or otherwise identified as needing special protection, and shall immediately halt its operations in the vicinity of such area until UMRWA authorizes continued operations. In the event that Contractor's operations disturb or damage an area identified as needing special protection, then Contractor shall remediate any damage as directed by UMRWA, and reimburse UMRWA and/or the Forest Service for the full cost and expense of any evaluative and remedial measures undertaken by UMRWA and/or the Forest Service in connection with such disturbance or damage.
- k. Refer to Exhibit E Specifications for Operations for additional Protection Measures.

Limited Operating Periods and Schedule for Completion

- a. **A minimum of 60% of the project acres and all Aspen Stands shall be completed by November 30, 2026 unless otherwise agreed, and 100% of project acres completed by November 15, 2027.**
- b. An Annual Operations Plan (AOP) for each field season will be submitted to the UMRWA Operations Manager by April 1, annually. The AOPs shall use the template in Exhibit G unless otherwise directed by UMRWA. The AOPs shall identify the units planned to be treated in the forthcoming field season, the equipment to be used, anticipated production rate, the total acres to be completed and approximate completion dates (including work by sub-contractors, if any), and be subject to approval by UMRWA
- c. Limited operating periods (LOPs) described in Exhibit E. item 4. apply to the operations within all project areas as designated on the Project Map, unless waived by the Forest Service. CA-3: No Operations between March 1 and August 31, inclusive. CA-4: No Operations between February 15 and September 15, inclusive. Contractor should not rely on LOPs being waived and is encouraged to work in LOP areas as soon as permissible to ensure their timely completion. LOP dates may be modified upon change in species status, or at the direction of the Forest Service or U. S. Fish and Wildlife Service.
- d. Operations within 250 feet of cabin and recreation areas are only permitted from 8:00 am to 6:00 pm Monday through Friday. No tracked or rubber tired equipment heavy equipment is allowed to use any cabin through road or driveway for parking or access to treatment areas.

Road and Trail Use Applicable to All Items

- a. Tracked machines with metal grousers shall be prohibited on asphalt paved and chip seal surfaced roads, unless approved by UMRWA.
- b. 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.
- c. All roads leading into each project area and trails within units are to be kept open and cleared of any debris that may occur as a result of the work. Mastication adjacent to roads must be conducted in a safe manner that does not result in debris on any roadway. Masticated or hand cut materials must be cleared from ditches, culvert inlets, and other road drainage structures prior to unit completion or prior to a 30% chance of precipitation in the treated area.
- d. Contractor and UMRWA shall agree on the work necessary to open roadways to be passable for use by full-size pickups, mastication equipment, and Contractor's vehicles. Contractor is

responsible for performing such work and for maintenance pursuant to Exhibit F: Road Maintenance for Limited Use. In addition, dust abatement may be required to protect native surfaced roads from loss of road cushion due to excessive tracked equipment use. **All costs associated with road opening, use, and maintenance shall be borne by Contractor**, no separate measurements or payment will be made to meet the requirements of Exhibit F or for dust abatement. Notwithstanding above, Contractors will not be required to install designed drainage structures where none previously existed, unless UMRWA agrees to reimburse Contractor for its cost.

Additional Specifications for Operations: Applies to all work.

- a. Refer to Exhibit E Specifications for Operations.
- b. Refer to Exhibit F Road Maintenance for Limited Use.

PROJECT AREA MAP is attached as a separate document.

EXHIBIT B GENERAL REQUIREMENTS

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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 or repair at its own expense any part of the work that has been improperly executed, including any property or improvements Contractor damaged while executing that work, as determined by the Project Manager. If Contractor refuses or neglects to replace or repair such defective work and/or damaged property or improvements, it may be replaced or repaired at the Contractor's expense by the Authority and deducted from the Authority's payment to Contractor.

5. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on Contract Area, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor bears all responsibility for compliance with safety requirements for Contractor's employees and subcontractors, and for ensuring safe working conditions. 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 at all times have a competent English speaking field supervisor on site when Work is being performed. The Contractor shall only employ 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 within the Contractor's control, the control of its subcontractors or suppliers 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 an 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.

22. 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.

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.

For Contractors intending to utilize SPI lands, amounts of insurance shall increase to \$2,000,000 for Automobile and General Liability, and a \$2,000,000 Loggers Broad Form Endorsement is required.

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. In addition, for use of SPI roads for ingress and egress, SPI shall be shown as Additional Insureds.
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. A \$1,000,000 Loggers Broad Form shall be deemed acceptable in meeting the stated coverage.
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.
11. 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

Invoices shall be submitted monthly during project operations. Invoices are to be sent electronically, in the form of a PDF file, to kkahling.landmark@outlook.com and ralcott@umrwa.org. Invoices shall be submitted NO LATER THAN THE 5TH OF THE MONTH for all units completed and accepted as of the last calendar day of the prior month. Only one invoice per month shall be submitted. Only completed units may be invoiced unless requested in writing by the Contractor and approved by the UMRWA Field Operations Manager.

Invoices shall be based on a per acre cost multiplied by actual acres treated, exclusive of non-workable areas such as rocky outcrops and barren areas greater than ¼ acre in size. General Service Provider and Authority Representative shall mutually agree on the acres of non-workable areas. In the case of a dispute, the Authority Representative shall map and/or GPS non-workable areas and actual acres treated.

Submitted invoices shall contain:

- 1) An invoice form/page that contains, at a minimum, the job name and invoice number, invoice date, remit to address, and itemized description (number of acres by treatment unit) of the work completed and accepted and approved by UMRWA. (An example invoice template will be provided for guidance.)
- 2) Copies of all applicable Acceptance and Approval of Work Forms signed by the UMRWA Operations Manager (or designee). Any invoiced work for which a signed Work Acceptance and Approval Form is not provided will not be included in UMRWA's payment of that month's invoice.

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 an accurate and complete 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

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. The following are identified on the Map as applicable:
 - a) Identified patented claims.
 - b) Boundaries of all 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 UMRWA 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.

All elements of Contractor's proposal provided pursuant to this project's Request for Proposal and accepted by UMRWA are binding under this Contract.

3. **Annual Operations Plan.** 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.

Annually, prior to the start of operations or by April 1, whichever is earlier, Contractor shall provide an operating schedule using the template in Exhibit G detailing Contractor's proposed start date, anticipated production rate, equipment, workforce, and planned dates for completion of work to occur in the current operating field season. Such schedule shall be approved by UMRWA and be subject to modifications necessitated by weather or unforeseen circumstances.

4. **Wildlife Restrictions.** Unless otherwise directed by UMRWA pursuant to requirements of the Forest Service or U.S. Fish and Wildlife Service, all units that fall within wildlife Controlled Areas as designated on the Project Map:
 - a) Controlled Area CA-3: No Operations between March 1 and August 31, inclusive.
 - b) Controlled Area CA-4: No Operations between February 15 and September 15, inclusive.

- c) Controlled Area CA-5: Areas flagged with pink and black striped flagging where Hand Thinning up to maximum 6 inches dbh required.

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. **Protection of Buried Utilities.** Contractor shall contact the Underground Service Alert of Northern California and Nevada at 811 or 800-642-2444 prior to operations to request the known locations of buried utilities be marked to avoid unintentional damage.

9. **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, and ensuring safe working conditions.

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.

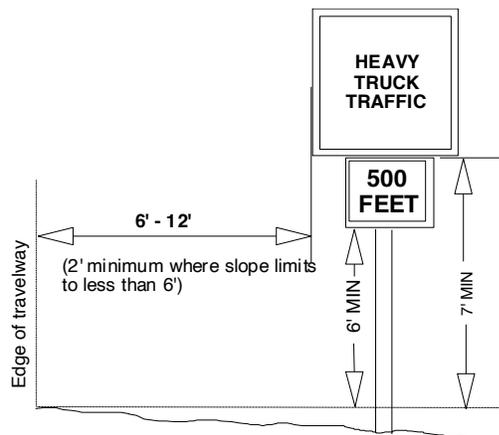


Figure 1: Sign Placement Dimensions

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	Deceleration 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.

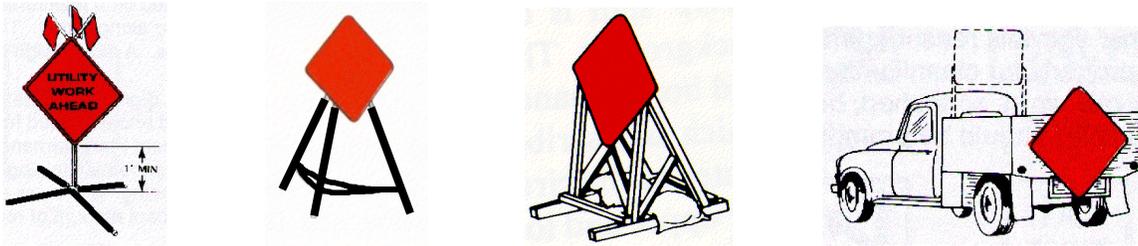


Figure 3: Examples of Temporary/Portable Supports

SIGNS

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

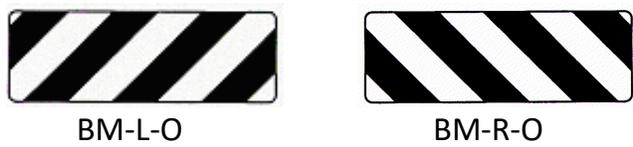


30



* Specify Distance

** Specify Speed



Barricade Markers (See MUTCD for length and stripe size)

10. 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.

11. **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.
12. **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.
13. **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.
14. **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.

15. **Protection of Streamcourses.** Contractor's Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (c). 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 streamcourse buffers, 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 the Forest Service 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, and
- b) Determined to have a continuing need or use.

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 at its own expense 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 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.

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

- i. *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.

Maximum Amount: \$36,100

- 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; or an area designated by UMRWA in proximity to mastication operations. 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		
		P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	
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.
- (5) When Contractor is using Hot Saws or Masticators, an additional 250 feet of light weight hose, approved by UMRWA or the Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

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	N/A	530-644-0200
Nearest FS Station	Amador R.D	26820 Silver Drive, Pioneer, CA 95666	209-259-3774
Inspector	TBD		
UMRWA	Richard Sykes	Valley Springs	510-390-4035
District Ranger	Linda Helm	26820 Silver Drive, Pioneer, CA 95666	209-295-5910

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:

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>
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>

EXHIBIT F

ROAD MAINTENANCE FOR LIMITED USE

1. DESCRIPTION

This work consists of making the roadway passable for use by full-size pickups, mastication equipment, Contractor's vehicles, and providing drainage from the traveled way and roadbed. Contractor and UMRWA shall agree on the work necessary to open roadways.

2. MAINTENANCE REQUIREMENTS

a. Timing

Maintenance shall be performed during the contract period to provide Contractor access and where Contractor's use of tracked and vehicle traffic has degraded erosion control structures such as rolling dips, culverts, water bars, and berms. Unless otherwise stated herein, maintenance shall be performed prior to seasonal precipitation or following completion of units accessed by the road, whichever comes first.

b. Drainage

Drainage shall be provided at existing drainage structures. Masticated or hand cut materials must be cleared from ditches, culvert inlets, and other road drainage structures prior to unit completion or prior to a 30% chance of precipitation in the treated area. Culverts providing drainage from road ditches shall have entry and discharge areas cleaned out of all mastication, hand treatment, or soil displacement debris caused by operations.

On roads re-opened for use, cross ditches shall be placed at locations to provide drainage across the full width of the roadbed. Except as provided in 2.c herein, materials removed from cross ditches and cleaning of existing drainage dips shall be bermed downgrade on the roadbed. Cross ditches shall be angled onto naturally sloped ground or toward the water point but not directly into the watercourse.

c. Objects on Roadbed

Upon completion of road use, no object extending over four (4) inches above the road surface shall remain within ten (10) foot usable traveled way width. Larger objects shall be selectively removed or repositioned to provide the usable width and lateral clearance required. The usable width shall be centered on the roadbed or positioned away from the fill slope.

Rocks and other objects outside the ten (10) foot usable width may remain if drainage is provided from the road surfaces.

d. Cutting Vegetation

Logs and down trees may be cut to provide the access needed for contractor's equipment. The minimum clearance shall not be not less than twelve (12) feet of opening for vehicle passage provided the remaining ends are in ground contact and do not interfere with drainage. The portion to be removed shall be masticated or may be cut into chunks or left as one piece and placed in a stable position where it will not restrict drainage or vehicle passage. Limbs shall be selectively removed to provide stability or ground contact and shall be masticated or lopped and scattered down slope outside of the roadbed and drainage ways.

Encroaching limbs shall be removed to a height of eight (8) feet above the traveled way surface extending into the passageway from the side. Limbs extending laterally into the twelve (12) foot width shall be cut within six (6) inches of the trunk. Limbs extending down into the height limitation may be cut or lopped as needed to meet the height requirement.

Materials shall be lopped and scattered down slope outside the roadway.

3. MEASUREMENT AND PAYMENT

All costs associated with road opening, use, and maintenance shall be borne by Contractor. No separate measurements or payment will be made to meet the requirements of this Section. All work and materials shall be incidental to other paid work in this contract.

EXHIBIT G
OPERATIONS PLAN
(Template)

Project Name:	Plan Date:
Contractor:	Date Operations to Begin:

Summary of Contractor’s planned work approach (Briefly describe your approach to completing this fuels reduction project, highlighting areas of special concern if any).

Contractor’s Estimated Production Rate: _____ Acres per Day

Contractor’s Planned Schedule:

Units Planned for Operations*	Unit Approximate Start Date	Approximate Completion Date	Any LOPs in the unit(s)?

* Notify UMRWA Field Project Manager immediately if the sequence of units treated changes.

Contractor’s Planned Equipment:

Fire	
Mechanical work/mastication (denote with * equipment with GPS capability)	
Other	

Contractor’s Sub-contractor(s), if any: _____

Assigned Project Representatives and Contact Information:

UMRWA:

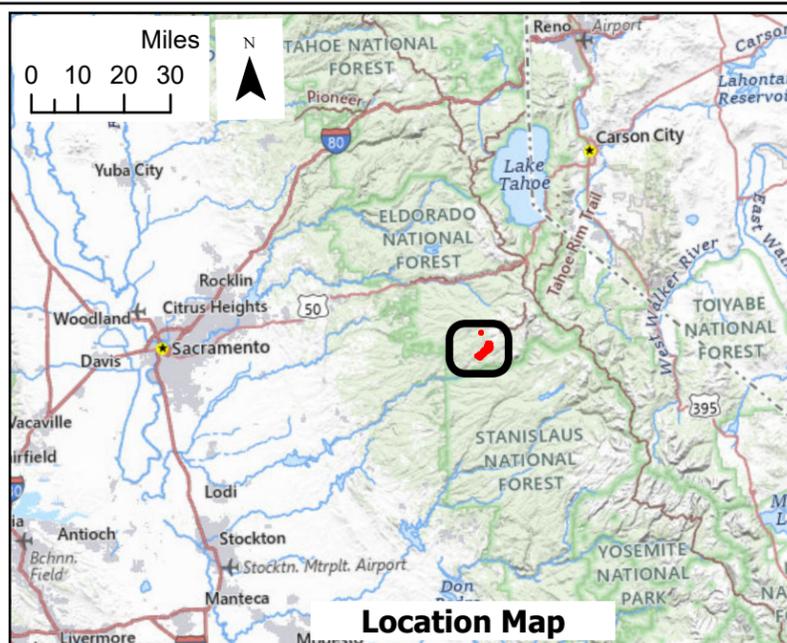
Position	Name/Title	Cell Phone	Office Phone
Field Project Manager			
Field Representative			

CONTRACTOR:

Position	Name/Title	Cell Phone	Office Phone
Field Representative			
Alternate Field Rep.			
Sub-contractor (if any)			

Submitted by Contractor: _____ Date: _____

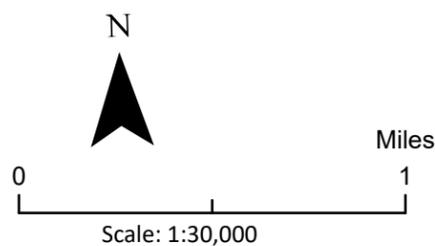
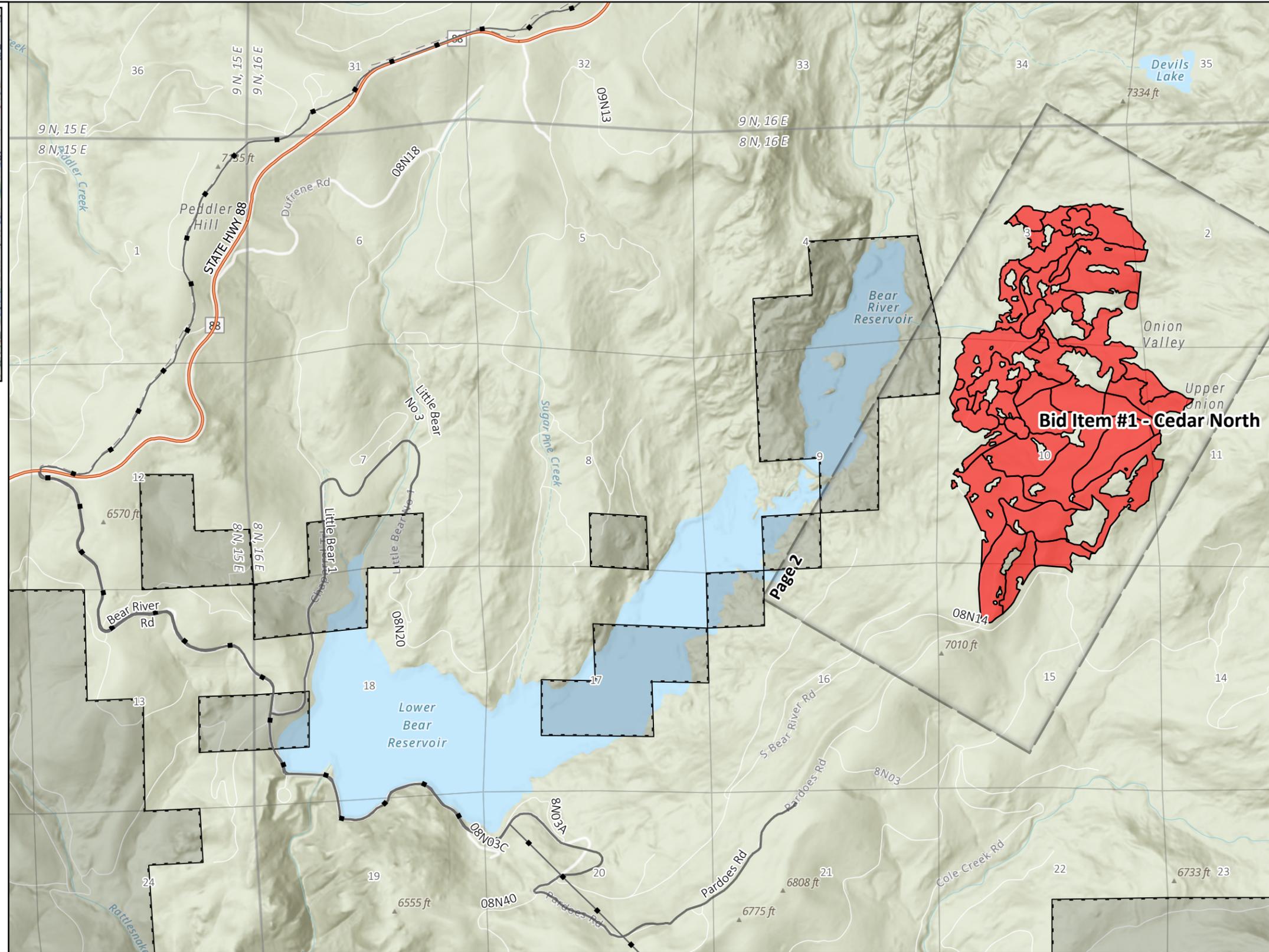
Accepted by UMRWA: _____ Date: _____



Bid Item 1 - Cedar North Fuels Project Units 1-41

Unit ID	Treatment	Acres	Unit ID	Treatment	Acres
1	Aspen	6.2	34	Mechanical	29.9
2	Mechanical	0.9	35	Mechanical	6.7
3	Mechanical	3.8	36	Mechanical	38.7
4	Mechanical	6.4	37	Mechanical	23.5
5	Aspen	19.9	38	Mechanical	0.4
6	Mechanical	19.5	39	Mechanical	13.8
7	Hand	4.2	40	Mechanical	14.1
8	Mechanical	39.2	41	Hand	26.0
9	Mechanical	17.4			
10	Mechanical	15.0			
11	Aspen	8.0			
12	Aspen	4.7			
13	Aspen	2.2			
14	Aspen	24.3			
15	Hand	2.0			
16	Hand	16.5			
17	Mechanical	2.5			
18	Hand	32.1			
19	Aspen	14.9			
20	Aspen	0.9			
21	Aspen	11.3			
22	Aspen	4.4			
23	Mechanical	1.9			
24	Mechanical	8.0			
25	Mechanical	8.5			
26	Mechanical	21.6			
27	Mechanical	19.0			
28	Mechanical	10.3			
29	Hand	18.7			
30	Mechanical	11.0			
31	Mechanical	39.6			
32	Mechanical	29.5			
33	Mechanical	36.7			

Cedar North Units 1-41
 Mastication: 418.0ac
 Hand: 99.6 ac
 Aspen: 96.8 ac
 Total Treatment Area: 614.4 ac



- Bid Item 1 - Cedar North
- National Forest Boundary
- US Forest Service Land
- Non-FS Land
- Electric Transmission Lines
- Page Boundary

Upper Mokelumne River
Watershed Authority

FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE

WCB
State of California
Wildlife Conservation Board

LANDMARK
ENVIRONMENTAL
Supporting clients through environmental compliance and planning.

UMRWA Forest Projects Plan Phase 1
Project Area Maps for
Bid Item #1 - Cedar North
 Project Location Map
 Date: November 20, 2025 Page 1 of 2

Map: A. Price

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

GENERAL SERVICES AGREEMENT

for

**Mokelumne Amador Calaveras Forest Health and Resilience Project - Phase 1
(formerly Forest Projects Plan)**

Cedar Fuels Reduction Project Bid Item 2 – Cedar South

THIS GENERAL 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 GTS FORESTRY, INC. (“Contractor”).

Authority desires to obtain forest fuel reduction 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 Area 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	Road Maintenance for Limited Use
Exhibit G	Operations Plan

The maximum compensation payable to the Contractor shall not exceed one million three hundred forty-six thousand five hundred ten dollars and fifteen cents (**\$1,346,510.15**) as shown below for the term of this Agreement.

Description	Unit of Measure	Estimated Quantity ¹	Unit Price	Extended Price
Item #2 Cedar South Mastication, Hand, and Aspen Treatments	acre	744.5	\$1,808.61 /acre	\$1,346,510.15

¹This amount is an estimated quantity. No minimum or maximum number of acres is guaranteed or implied. Refer to Project Area Map for specific locations.

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 November 15, 2027.

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: Cesar C. Garcia, President
GTS Forestry, Inc.
1323 Santa Ana Avenue
Sacramento, CA 95838

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

Electronic Signatures. The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

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

UPPER MOKELUMNE RIVER WATERSHED
AUTHORITY

CONTRACTOR:

BY: _____
Richard Sykes, Executive Officer

BY: _____
Cesar C. Garcia, President

DATE: _____

DATE: _____

FEDERAL TAX I.D. No.: 46-3171046

EXHIBIT A
SCOPE OF WORK

This project lies entirely within Eldorado National Forest Lands, on the Amador Ranger District. The Authority is implementing this project under a Stewardship Agreement number 24-SA-11050300-018, dated July 10, 2024, between the Authority and the Forest Service.

The project consists of forested stands of varying density. 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 contributing to increased wildfire severity, intensity, and frequency.

SPECIFIC REQUIREMENTS

PROJECT			
Project	Description	Unit	Estimated Quantity*
Item 2 - Cedar South	Mastication, Hand, and Aspen Treatment	Acres	744.5 Total

*Refer to unit tables included in Project Area Map for unit numbers, treatment types, and acres.

All Items. Mastication and Hand Treatment

- a. Unit boundaries are identified virtually or as flagged on the ground with blue flagging.
- b. Contractor shall be required to navigate virtual unit boundary using GPS.
- c. Contractor shall be required to utilize a georeferencing software such as Avenza Maps or Esri FieldMaps to conduct all treatments. GPS units shall be capable of downloading unit location data from provided Geographic Information Systems, either in shapefile (.shp) or keyhole markup language (.kml).
- d. Contractor shall be required to have a GPS enabled device on each piece of equipment capable of 30 ft (9.1 meter) accuracy.

Mastication Specifications

- a. In natural forested stands masticate all live and dead brush, and live coniferous and hardwood trees less than 10 inches diameter at breast height (dbh) to a spacing of 20-25 feet between leave trees. For hardwood trees where multiple stems on the same individual exist, retain a minimum of dominant 2-3 stems. Additional trees up to 14" dbh may be masticated if such removal is necessary to facilitate machinery movement within the stand. In sparse areas with generally less than 25-30 percent canopy closure, thin trees less than 10 inches dbh to a spacing of 25-30 feet between stems, taking into account all leave trees. Trees less than 10 inches dbh to be retained in sparse areas shall follow the species and quality guidelines below for plantations.
- b. In plantations masticate all live and dead brush and live coniferous trees up to 10 inches dbh to a 18 x 18 foot spacing. Trees up to 14 inches dbh may be masticated when necessary to facilitate machinery movement within the stand. Trees are to be retained within the spacing described above in the following priority: 1) giant sequoia, 2) sugar pine (free of white pine blister rust), 3) Douglas fir, 4) incense cedar, 5) ponderosa pine, 6) 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.

- c. Masticate all dead coniferous trees up to 12 inches dbh. In addition, all dead trees (snags) and unstable live trees (as defined by UMRWA Project Inspector) that present an imminent hazard to the implementation of project activities or UMRWA or Contactor personnel shall be felled to abate hazard. Such material shall be masticated unless otherwise agreed to be left in place.
- d. Existing surface fuels shall be masticated to a depth of less than 10 inches.
- e. Within all units all leave trees shall be hand pruned to 8 feet above ground level on the uphill side, while retaining a minimum of 50% of the canopy. Prune as close to flush with the bole as possible without damaging the bark or bole of the tree. Machine pruning shall not be permitted in mastication units unless equipment is specifically designed for pruning and use is approved by UMRWA.
- f. All masticated 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 or obstacles (i.e., large rocks, down logs).
- g. Debris resulting from the operation shall lie flat on the ground and not exceed 12 inches in depth. No masticated or cut material shall lean against or be suspended by a leave tree.
- h. No individual piece of slash or vegetative debris shall be greater than 3 feet in length.
- i. Protection of the residual trees shall be the highest priority in all operations.
- j. Soil displacement shall be minimized by working the masticating equipment in as straight a line as possible, minimizing turning, given the known limitations of residual trees and terrain. At the direction of UMRWA, erosion prevention measures shall be implemented to mitigate ruts, berms, and other soil displacement. Unless otherwise agreed, erosion prevention measures shall be implemented within 15 calendar days after completion of mastication in accordance with Exhibit E, Erosion Prevention and Control.
- k. Aspen, Pacific yew, willow, dogwood (in tree form), madrone, whitebark pine, and riparian dependent vegetation shall not be masticated, shredded, or damaged except where machine trails have been flagged and approved by UMRWA.
- l. To the extent practicable do not masticate existing down logs greater than 10 feet long and 16 inches diameter at the small end.
- m. Equipment shall be kept free of debris accumulations that may result in fire starts.
- n. 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 to satisfy desired work standards.
- o. Vegetative debris shall not be pushed into leave trees and left unshredded.
- p. Equipment shall not be operated in areas of saturated soils. Contractor shall make a determination of soil conditions prior to operations. Contractor shall immediately cease operations if soil damage occurs, such as rutting, ponding, inadequate traction or loss of bearing strength, and/or soil displacement. The UMRWA Project Inspector may direct the Contractor to delay start of operations or cease ongoing operations if UMRWA determines that soil conditions are unsuitable for equipment. A wet weather operating plan may be required when operations are planned during periods of seasonal precipitation (e.g. late fall to early spring).
- q. Equipment shall not operate on slopes exceeding 40%.

Hand Treatment Specifications

- a. In treatment units where Hand Treatment is specified, or where mastication is unsuited or prohibited (too rocky, streamcourse buffers, too steep, wildlife exclusion areas, etc.) hand thinning shall be required in accordance with specifications herein.
- b. All brush and live conifer and hardwood trees over 1 foot in height and up to 10 inches dbh shall be felled, lopped and scattered or chipped. In sparse areas with generally less than 25-30 percent canopy closure, thin trees less than 10 inches dbh to a spacing of 25-30 feet between stems, taking into account all leave trees. Trees less than 10 inches dbh to be retained in sparse areas shall follow the species and quality guidelines above (mastication b.) for plantations.
- c. Within wildlife areas designated on the Project Map (CA-5) and flagged on the ground with pink and black striped flagging, hand cutting of conifer trees shall be limited to conifer trees less than 6 inches dbh.
- d. Hand cut all dead coniferous trees up to 12 inches dbh. In addition, all dead trees (snags) or unstable live trees (as defined by UMRWA Project Inspector) that present an imminent hazard to the implementation of project activities or UMRWA or Contactor personnel shall be felled to abate hazard.
- e. Aspen, Pacific yew, willow, dogwood (in tree form), madrone, whitebark pine, and riparian dependent vegetation shall not be cut or damaged.
- f. All trees shall be cut below the lowest live limbs, except when prevented by natural obstacles. All live limbs below the cutting point shall be removed. Trees shall be completely severed from the stump.
- g. Within all hand treatment areas, all leave trees shall be pruned to 8 feet above ground level, while retaining a minimum of 50% of the canopy. Prune as close to flush with the bole as possible without damaging the bark or bole of the tree.
- h. Chip or Lop and Scatter all vegetative material associated with cut trees and pruning to a maximum slash depth of 14 inches.
- i. Piece length shall be less than or equal to 8 feet and scattered at least 4 feet away from residual trees.
- j. Cut trees shall be felled away from unit boundaries, roads, telephone lines, established trails, stock driveways, fence lines, established land corners and streams. Any trees falling on such areas shall be removed or left standing if damage to improvement would result.
- k. All stump heights shall be no higher than 8 inches above ground level on the uphill side.

Aspen Stand Treatment Specifications

- a. In Aspen stands shown on the Project Map and/or flagged on the ground, all shrubs and live conifer trees over 1 foot in height and up to 12 inches dbh shall be masticated, or hand felled, lopped and scattered or chipped.
- b. On slopes less than or equal to 40% where machine access is feasible, mastication shall be the required treatment within the aspen stands. Machine operations within aspen stands may necessitate cutting/running over some aspens. Machine routes through the aspen areas shall be discussed, agreed upon with the UMRWA Project Inspector, and flagged prior to operations. Where unacceptable damage to aspen cannot be avoided, as determined by the UMRWA Project Inspector, hand treatment shall be substituted.
- c. Working within aspen units should be delayed until late summer to allow for the driest conditions possible.
- d. Hand treatments will follow Hand Treatment Specifications items d–k.

- e. Mechanical treatments will follow Mechanical Treatment Specifications items c–q.

Equipment Requirements

- a. Contractor shall 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 (Exhibit E).

Resource Protection Measures

- a. Tracks or wheels of equipment shall not operate within:
 - 50 feet of perennial or intermittent streams, wet areas or fens.
 - 25 feet of meadows with wet margins (soil under duff is moist to wet).
 - 15 feet of ephemeral streams, meadows with dry margins (soil under duff is dry), and small seeps and springs that lack a channel component (i.e. do not have an associated significant flowing channel).

These distances apply unless a smaller or larger exclusion area is flagged on the ground and/or noted on the Project Area Map. Reaching into these aquatic buffer zones with an articulating masticating head is allowed, but ground/soil disturbance is prohibited within buffers and riparian dependent vegetation shall not be masticated. Hand falling of trees is required within the mechanical exclusion zones. Any trees should be felled away from the stream or wet area and left in place, bucked, lopped and scattered, or removed by reach in and full suspension.
- b. Hand work is allowed within ephemeral Special Aquatic Features (SAF) such as ephemerally wet meadows when they are dry (no standing water present). Cut vegetation in ephemeral SAF will be lopped and scattered outside of the SAF to the extent possible.
- c. Equipment crossing locations for dry ephemeral streams may be authorized by UMRWA. Wet ephemeral stream crossing locations require review by the Forest Service aquatic biologist. All stream crossings should be limited to two passes (in and out) and no more than one crossing per 0.25 mile of stream.
- d. Unless otherwise agreed, no operations shall be permitted within areas identified as CA-1 or CA-2 on the Project Map and/or flagged with pink plus green, pink plus black, pink and black checkered, or orange “Noxious Weed” flagging and/or behind “Area Controlled” signs.
- e. Should any Threatened, Endangered or Eldorado National Forest Sensitive species, or previously unknown cultural or archeological site, be detected during any phase of the project, operations shall cease in that area, the UMRWA Project Inspector shall be notified, and adjustments to the project will be evaluated and may be made accordingly.
- f. When working above 7,000 feet, areas with potential habitat for whitebark pine shall be assessed for stand-health and delineated for avoidance by UMRWA. Hand-thinning or mastication shall not occur in delineated stands of whitebark pine.
- g. Lava cap plant communities shall be protected from motorized equipment and vehicles. All project-related equipment and vehicles shall remain on existing road corridors within lava caps; including no parking off road, heavy equipment travel, etc.
- h. Storage of fuel or other toxic materials and maintenance of equipment shall not occur within Riparian Conservation Areas defined as 300 feet on each side of perennial streams and from the edge of special aquatic features (lakes, wet meadows, bogs, fens, wetlands, vernal pools, and springs), and 150 feet from each side intermittent and ephemeral streams. For streams, the RCA is measured from the bank full edge of the stream.
- i. In treated areas, a minimum of 70% ground cover shall be maintained within 100 feet from the edge of any intermittent or perennial stream channel. If the existing ground cover is less

than 70 percent, then the existing ground cover shall be maintained. Tops, limbs, and small trees can be lopped and scattered to meet ground cover criteria.

- j. Contractor shall immediately notify UMRWA if its operations disturb or damage any area flagged or otherwise identified as needing special protection, and shall immediately halt its operations in the vicinity of such area until UMRWA authorizes continued operations. In the event that Contractor's operations disturb or damage an area identified as needing special protection, then Contractor shall remediate any damage as directed by UMRWA, and reimburse UMRWA and/or the Forest Service for the full cost and expense of any evaluative and remedial measures undertaken by UMRWA and/or the Forest Service in connection with such disturbance or damage.
- k. Refer to Exhibit E Specifications for Operations for additional Protection Measures.

Limited Operating Periods and Schedule for Completion

- a. **A minimum of 60% of the project acres and all Aspen Stands shall be completed by November 30, 2026 unless otherwise agreed, and 100% of project acres completed by November 15, 2027.**
- b. An Annual Operations Plan (AOP) for each field season will be submitted to the UMRWA Operations Manager by April 1, annually. The AOPs shall use the template in Exhibit G unless otherwise directed by UMRWA. The AOPs shall identify the units planned to be treated in the forthcoming field season, the equipment to be used, anticipated production rate, the total acres to be completed and approximate completion dates (including work by sub-contractors, if any), and be subject to approval by UMRWA
- c. Limited operating periods (LOPs) described in Exhibit E. item 4. apply to the operations within all project areas as designated on the Project Map, unless waived by the Forest Service. CA-3: No Operations between March 1 and August 31, inclusive. CA-4: No Operations between February 15 and September 15, inclusive. Contractor should not rely on LOPs being waived and is encouraged to work in LOP areas as soon as permissible to ensure their timely completion. LOP dates may be modified upon change in species status, or at the direction of the Forest Service or U. S. Fish and Wildlife Service.
- d. Operations within 250 feet of cabin and recreation areas are only permitted from 8:00 am to 6:00 pm Monday through Friday. No tracked or rubber tired equipment heavy equipment is allowed to use any cabin through road or driveway for parking or access to treatment areas.

Road and Trail Use Applicable to All Items

- a. Tracked machines with metal grousers shall be prohibited on asphalt paved and chip seal surfaced roads, unless approved by UMRWA.
- b. 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.
- c. All roads leading into each project area and trails within units are to be kept open and cleared of any debris that may occur as a result of the work. Mastication adjacent to roads must be conducted in a safe manner that does not result in debris on any roadway. Masticated or hand cut materials must be cleared from ditches, culvert inlets, and other road drainage structures prior to unit completion or prior to a 30% chance of precipitation in the treated area.
- d. Contractor and UMRWA shall agree on the work necessary to open roadways to be passable for use by full-size pickups, mastication equipment, and Contractor's vehicles. Contractor is

responsible for performing such work and for maintenance pursuant to Exhibit F: Road Maintenance for Limited Use. In addition, dust abatement may be required to protect native surfaced roads from loss of road cushion due to excessive tracked equipment use. **All costs associated with road opening, use, and maintenance shall be borne by Contractor**, no separate measurements or payment will be made to meet the requirements of Exhibit F or for dust abatement. Notwithstanding above, Contractors will not be required to install designed drainage structures where none previously existed, unless UMRWA agrees to reimburse Contractor for its cost.

Additional Specifications for Operations: Applies to all work.

- a. Refer to Exhibit E Specifications for Operations.
- b. Refer to Exhibit F Road Maintenance for Limited Use.

PROJECT AREA MAP is attached as a separate document.

EXHIBIT B GENERAL REQUIREMENTS

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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 AND DAMAGED PROPERTY

The Contractor shall replace or repair at its own expense any part of the work that has been improperly executed, including any property or improvements Contractor damaged while executing that work, as determined by the Project Manager. If Contractor refuses or neglects to replace or repair such defective work and/or damaged property or improvements, it may be replaced or repaired at the Contractor's expense by the Authority and deducted from the Authority's payment to Contractor.

5. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on Contract Area, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor bears all responsibility for compliance with safety requirements for Contractor's employees and subcontractors, and for ensuring safe working conditions. 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 at all times have a competent English speaking field supervisor on site when Work is being performed. The Contractor shall only employ 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 within the Contractor's control, the control of its subcontractors or suppliers 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 an 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.

22. 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.

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.

For Contractors intending to utilize SPI lands, amounts of insurance shall increase to \$2,000,000 for Automobile and General Liability, and a \$2,000,000 Loggers Broad Form Endorsement is required.

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. In addition, for use of SPI roads for ingress and egress, SPI shall be shown as Additional Insureds.
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. A \$1,000,000 Loggers Broad Form shall be deemed acceptable in meeting the stated coverage.
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.
11. 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

Invoices shall be submitted monthly during project operations. Invoices are to be sent electronically, in the form of a PDF file, to kkahling.landmark@outlook.com and ralcott@umrwa.org. Invoices shall be submitted NO LATER THAN THE 5TH OF THE MONTH for all units completed and accepted as of the last calendar day of the prior month. Only one invoice per month shall be submitted. Only completed units may be invoiced unless requested in writing by the Contractor and approved by the UMRWA Field Operations Manager.

Invoices shall be based on a per acre cost multiplied by actual acres treated, exclusive of non-workable areas such as rocky outcrops and barren areas greater than ¼ acre in size. General Service Provider and Authority Representative shall mutually agree on the acres of non-workable areas. In the case of a dispute, the Authority Representative shall map and/or GPS non-workable areas and actual acres treated.

Submitted invoices shall contain:

- 1) An invoice form/page that contains, at a minimum, the job name and invoice number, invoice date, remit to address, and itemized description (number of acres by treatment unit) of the work completed and accepted and approved by UMRWA. (An example invoice template will be provided for guidance.)
- 2) Copies of all applicable Acceptance and Approval of Work Forms signed by the UMRWA Operations Manager (or designee). Any invoiced work for which a signed Work Acceptance and Approval Form is not provided will not be included in UMRWA's payment of that month's invoice.

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 an accurate and complete 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

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. The following are identified on the Map as applicable:
 - a) Identified patented claims.
 - b) Boundaries of all 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.

All elements of Contractor’s proposal provided pursuant to this project’s Request for Proposal and accepted by UMRWA are binding under this Contract.

3. **Annual Operations Plan.** 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.

Annually, prior to the start of operations or by April 1, whichever is earlier, Contractor shall provide an operating schedule using the template in Exhibit G detailing Contractor’s proposed start date, anticipated production rate, equipment, workforce, and planned dates for completion of work to occur in the current operating field season. Such schedule shall be approved by UMRWA and be subject to modifications necessitated by weather or unforeseen circumstances.

4. **Wildlife Restrictions.** Unless otherwise directed by UMRWA pursuant to requirements of the Forest Service or U.S. Fish and Wildlife Service, all units that fall within wildlife Controlled Areas as designated on the Project Map:
 - a) Controlled Area CA-3: No Operations between March 1 and August 31, inclusive.
 - b) Controlled Area CA-4: No Operations between February 15 and September 15, inclusive.

c) Controlled Area CA-5: Areas flagged with pink and black striped flagging where Hand Thinning up to maximum 6 inches dbh required.

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. **Protection of Buried Utilities.** Contractor shall contact the Underground Service Alert of Northern California and Nevada at 811 or 800-642-2444 prior to operations to request the known locations of buried utilities be marked to avoid unintentional damage.

9. **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, and ensuring safe working conditions.

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.

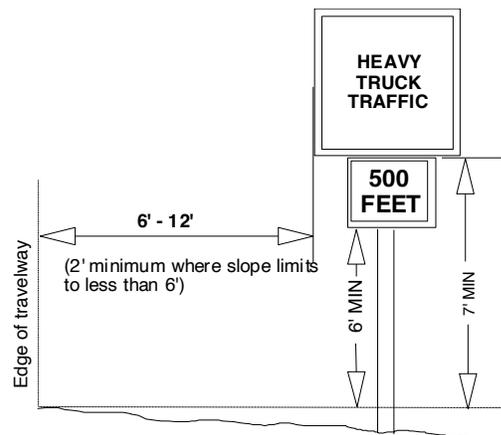


Figure 1: Sign Placement Dimensions

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	Deceleration 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.

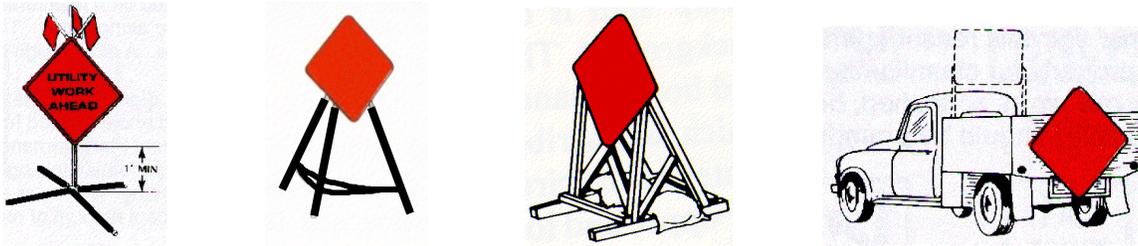


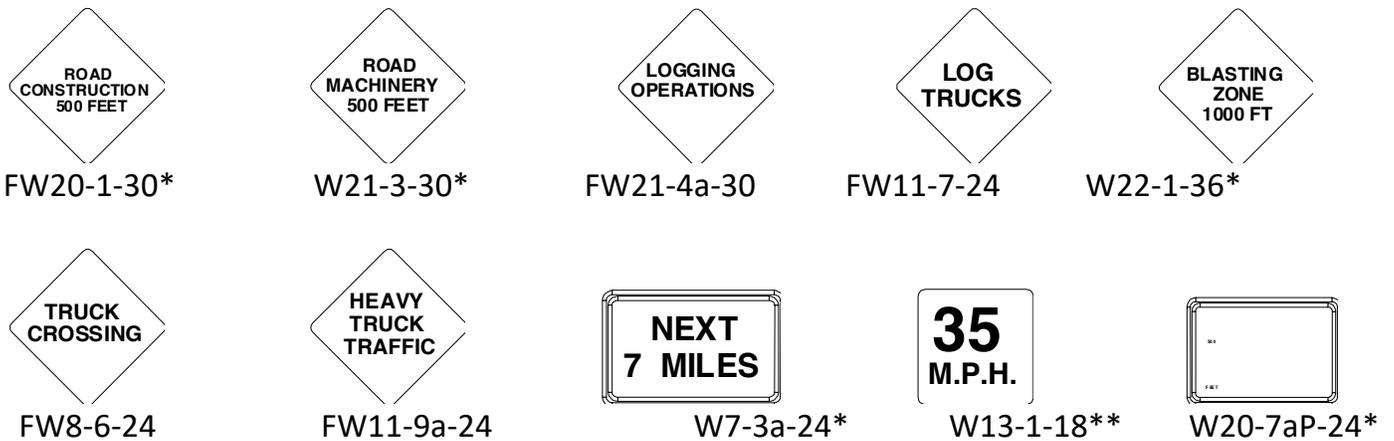
Figure 3: Examples of Temporary/Portable Supports

SIGNS

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



30



* Specify Distance

** Specify Speed



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

10. 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.

11. **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.
12. **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.
13. **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.
14. **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.

15. **Protection of Streamcourses.** Contractor's Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (c). 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 streamcourse buffers, 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 the Forest Service 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, and
- b) Determined to have a continuing need or use.

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 at its own expense 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 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.

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

- i. *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.

Maximum Amount: \$36,100

- 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; or an area designated by UMRWA in proximity to mastication operations. 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		
		P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	
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.
- (5) When Contractor is using Hot Saws or Masticators, an additional 250 feet of light weight hose, approved by UMRWA or the Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

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	N/A	530-644-0200
Nearest FS Station	Amador R.D	26820 Silver Drive, Pioneer, CA 95666	209-259-3774
Inspector	TBD		
UMRWA	Richard Sykes	Valley Springs	510-390-4035
District Ranger	Linda Helm	26820 Silver Drive, Pioneer, CA 95666	209-295-5910

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:

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>
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>

EXHIBIT F

ROAD MAINTENANCE FOR LIMITED USE

1. DESCRIPTION

This work consists of making the roadway passable for use by full-size pickups, mastication equipment, Contractor's vehicles, and providing drainage from the traveled way and roadbed. Contractor and UMRWA shall agree on the work necessary to open roadways.

2. MAINTENANCE REQUIREMENTS

a. Timing

Maintenance shall be performed during the contract period to provide Contractor access and where Contractor's use of tracked and vehicle traffic has degraded erosion control structures such as rolling dips, culverts, water bars, and berms. Unless otherwise stated herein, maintenance shall be performed prior to seasonal precipitation or following completion of units accessed by the road, whichever comes first.

b. Drainage

Drainage shall be provided at existing drainage structures. Masticated or hand cut materials must be cleared from ditches, culvert inlets, and other road drainage structures prior to unit completion or prior to a 30% chance of precipitation in the treated area. Culverts providing drainage from road ditches shall have entry and discharge areas cleaned out of all mastication, hand treatment, or soil displacement debris caused by operations.

On roads re-opened for use, cross ditches shall be placed at locations to provide drainage across the full width of the roadbed. Except as provided in 2.c herein, materials removed from cross ditches and cleaning of existing drainage dips shall be bermed downgrade on the roadbed. Cross ditches shall be angled onto naturally sloped ground or toward the water point but not directly into the watercourse.

c. Objects on Roadbed

Upon completion of road use, no object extending over four (4) inches above the road surface shall remain within ten (10) foot usable traveled way width. Larger objects shall be selectively removed or repositioned to provide the usable width and lateral clearance required. The usable width shall be centered on the roadbed or positioned away from the fill slope.

Rocks and other objects outside the ten (10) foot usable width may remain if drainage is provided from the road surfaces.

d. Cutting Vegetation

Logs and down trees may be cut to provide the access needed for contractor's equipment. The minimum clearance shall not be not less than twelve (12) feet of opening for vehicle passage provided the remaining ends are in ground contact and do not interfere with drainage. The portion to be removed shall be masticated or may be cut into chunks or left as one piece and placed in a stable position where it will not restrict drainage or vehicle passage. Limbs shall be selectively removed to provide stability or ground contact and shall be masticated or lopped and scattered down slope outside of the roadbed and drainage ways.

Encroaching limbs shall be removed to a height of eight (8) feet above the traveled way surface extending into the passageway from the side. Limbs extending laterally into the twelve (12) foot width shall be cut within six (6) inches of the trunk. Limbs extending down into the height limitation may be cut or lopped as needed to meet the height requirement.

Materials shall be lopped and scattered down slope outside the roadway.

3. MEASUREMENT AND PAYMENT

All costs associated with road opening, use, and maintenance shall be borne by Contractor. No separate measurements or payment will be made to meet the requirements of this Section. All work and materials shall be incidental to other paid work in this contract.

EXHIBIT G
OPERATIONS PLAN
(Template)

Project Name:	Plan Date:
Contractor:	Date Operations to Begin:

Summary of Contractor’s planned work approach (Briefly describe your approach to completing this fuels reduction project, highlighting areas of special concern if any).

Contractor’s Estimated Production Rate: _____ Acres per Day

Contractor’s Planned Schedule:

Units Planned for Operations*	Unit Approximate Start Date	Approximate Completion Date	Any LOPs in the unit(s)?

* Notify UMRWA Field Project Manager immediately if the sequence of units treated changes.

Contractor’s Planned Equipment:

Fire	
Mechanical work/mastication (denote with * equipment with GPS capability)	
Other	

Contractor’s Sub-contractor(s), if any: _____

Assigned Project Representatives and Contact Information:

UMRWA:

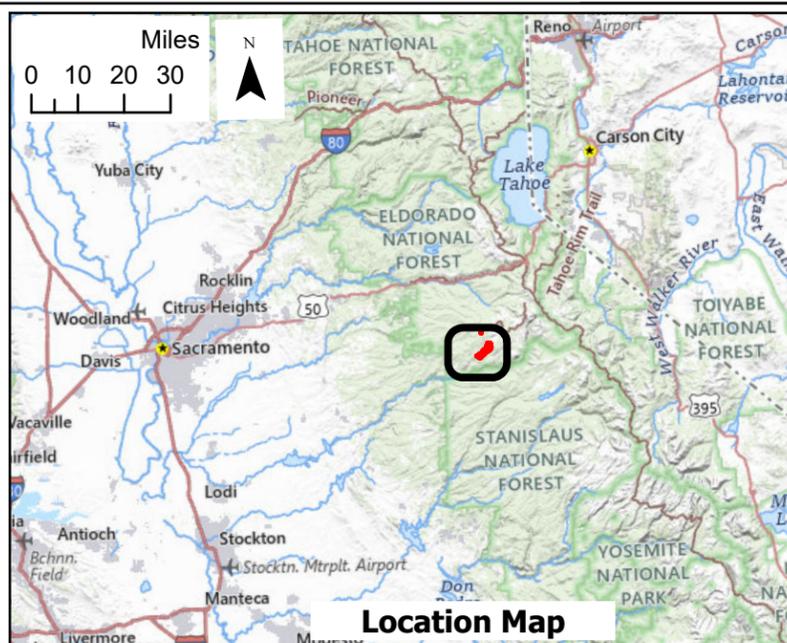
Position	Name/Title	Cell Phone	Office Phone
Field Project Manager			
Field Representative			

CONTRACTOR:

Position	Name/Title	Cell Phone	Office Phone
Field Representative			
Alternate Field Rep.			
Sub-contractor (if any)			

Submitted by Contractor: _____ Date: _____

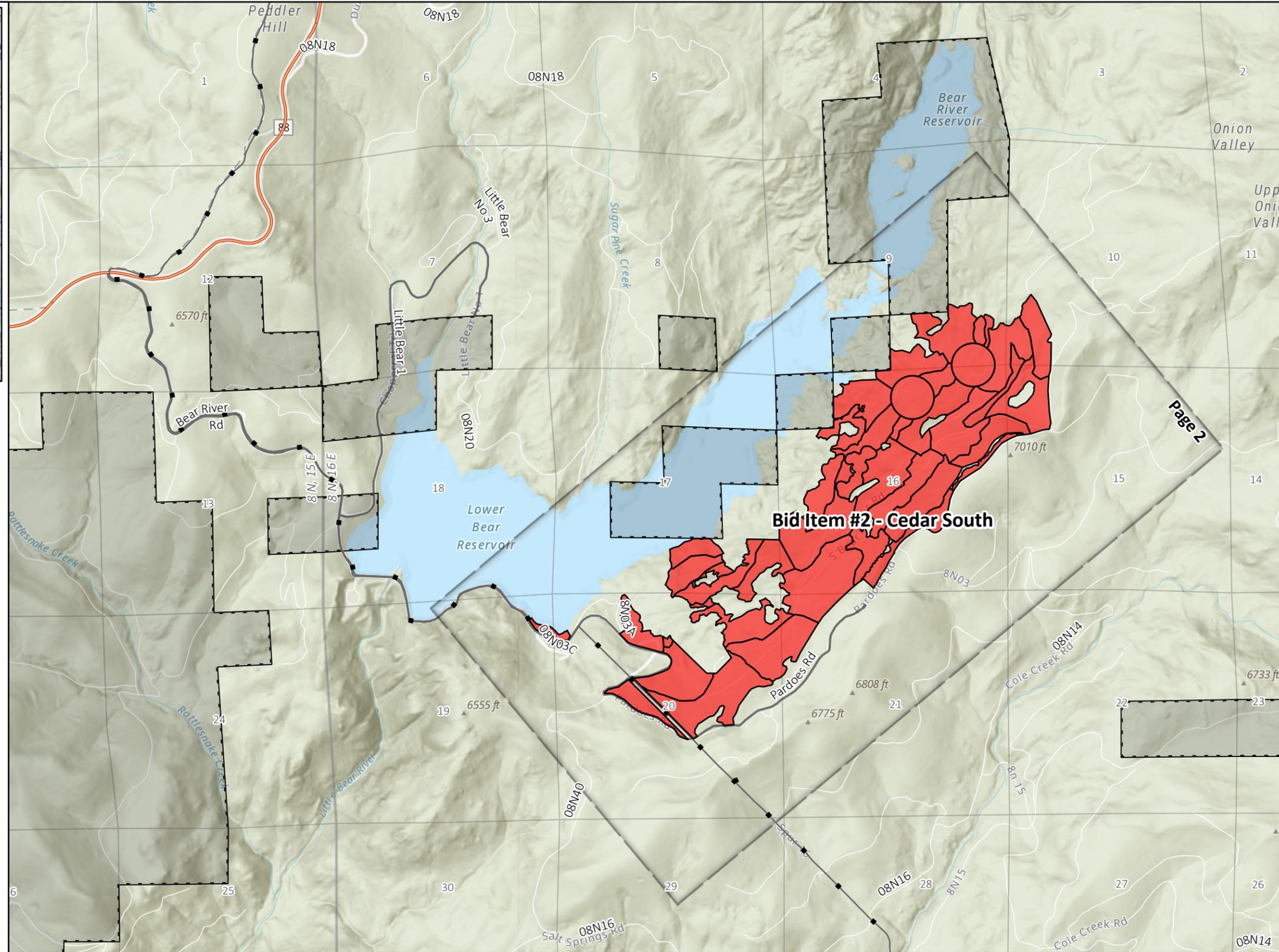
Accepted by UMRWA: _____ Date: _____



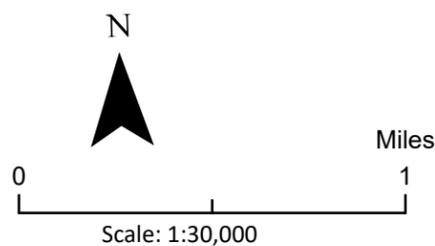
Bid Item 2 - Cedar South Fuels Project Units 42-86

Unit ID	Treatment	Acres	Unit ID	Treatment	Acres
42	Mechanical	26.3	77	Hand	10.3
43	Mechanical	18.2	78	Hand	1.3
44	Mechanical	24.0	79	Mechanical	22.3
45	Hand	8.9	80	Mechanical	34.3
46	Hand CA5	18.0	81	Mechanical	43.8
47	Hand	2.2	82	Mechanical	11.2
48	Mechanical	3.6	83	Mechanical	27.6
49	Hand	25.5	84	Hand	1.0
52	Hand	19.0	85	Mechanical	12.5
53	Hand CA5	18.0	86	Mechanical	3.9
54	Mechanical	6.7			
55	Hand	21.6			
56	Mechanical	28.0			
57	Hand	16.2			
58	Mechanical	4.6			
59	Mechanical	15.9			
60	Hand	26.7			
61	Mechanical	23.7			
62	Hand	28.0			
63	Mechanical	3.0			
64	Aspen	10.9			
65	Hand	13.6			
66	Hand	22.4			
67	Mechanical	10.8			
68	Hand	3.1			
69	Mechanical	16.2			
70	Hand	36.4			
71	Hand	15.1			
72	Mechanical	48.7			
73	Hand	17.1			
74	Mechanical	16.4			
75	Hand	3.1			
76	Mechanical	13.7			

Cedar South Units 42-86
Mastication: 415.4ac
Hand: 307.7 ac
Aspen: 21.4 ac
Total Treatment Area: 744.5 ac



Page 2



- Bid Item 2 - Cedar South
- National Forest Boundary
- US Forest Service Land
- Non-FS Land
- Electric Transmission Lines
- Page Boundary

Upper Mokelumne River
Watershed Authority

FOREST SERVICE
U.S. DEPARTMENT OF AGRICULTURE

WCB
State of California
Wildlife Conservation Board

LANDMARK
ENVIRONMENTAL
Supporting clients through environmental compliance and planning.

UMRWA Forest Projects Plan Phase 1
Project Area Maps for
Bid Item #2 - Cedar South
 Project Location Map
 Date: November 20, 2025 Page 1 of 2

Map: A. Price

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

CONSULTING SERVICES AGREEMENT

FPP1 – Dogwood (Central, South, North, and West), Amador Aspen Restoration, Grove, and Hemlock Projects Botanical Field Surveys, Reports, and Flagging

THIS CONSULTING SERVICES AGREEMENT (“Agreement” or “Contract”) is entered into as of January 23, 2026 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 PYRAMID BOTANICAL CONSULTANTS, INC. (“Contractor”).

RECITALS

- A. Authority desires to obtain professional services related to botanical surveys and associated documentation for up to four Forest Projects Plan fuel treatment and forest health projects located in the Amador Ranger District, Eldorado National Forest.
- B. Contractor is in the business of providing professional services related to botanical surveys and associated documentation.
- 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 This agreement provides that upon receipt of Authority’s Notice to Proceed, which will be issued by the Authority on a project-by-project basis, Contractor will perform botanical consulting services for the fuel treatment and forest health projects as described in Exhibit A, Scope of Work and Schedule, and Exhibit B, Budget. Authority and Contractor mutually acknowledge that the funding to compensate Contractor for rendered services is to be provided by grants awarded to Authority for said services.
- 1.2 Contractor will be authorized on a project-by-project basis to proceed with Work. Contractor may initiate project Work upon, but under no circumstances before, receipt of a project 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.
- 1.3 Contractor shall perform all consulting tasks defined in Exhibit A, Scope of Work and Exhibit B, 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.

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 October 31, 2029. 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. Authority shall issue a Notice to Proceed for each project referred to in this agreement. Contractor shall not commence work on any project until it has received the Notice to Proceed authorizing that project to begin. Contractor submit monthly invoices indicating work completed and progress toward completion of each task. Invoices are to be sent electronically, in the form of a PDF file, to kkahling.landmark@outlook.com, megan.layheel@gmail.com, and robalcott@aol.com. Compensation to Contractor shall be paid on a Per Acre basis for the actual number of acres surveyed, plus a lump sum fee for annual post-survey refresh flagging, as set forth in Exhibit B, Budget. Compensation for completion of project Work shall not exceed the Total Project Fee of **\$179,157** as set forth in Exhibit B, Budget, attached and incorporated by this reference. [The Contractor may be compensated an Additional Fee for additional botanical services as may be mutually agreed in writing.]
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 contractor's 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.

10.2 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 days 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. 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.
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: Pyramid Botanical Consultants, Inc.
Marchel Munnecke, Co-Owner
P.O Box 1015
Twin Bridges, CA 95735

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

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. The 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, monthly invoices for work performed. With each invoice the Contractor will submit a progress report that indicates the budget status of each task. 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.
26. ELECTRONIC SIGNATURES. The Parties agree to accept electronic signatures (as defined in Section 1633.2 of the California Civil Code), faxed versions of an original signature, or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
27. EXECUTIVE ORDER N-6-22. Contractor agrees to comply with the Governor's Executive Order regarding economic sanctions imposed in response to Russia's actions in Ukraine. These include, but are not limited to, the federal executive orders identified in Executive Order N-6-22 and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>).

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

UPPER MOKELUMNE RIVER WATERSHED
AUTHORITY:

CONTRACTOR:
Pyramid Botanical Consultants, Inc.

BY: _____

BY: _____
Richard Sykes, Executive Officer

Marchel Munnecke, Co-Owner

Federal Tax I.D. No.: 46-2326900

Exhibit A

Scope of Work and Schedule

I. STATEMENT OF WORK

A. PROJECTS

The following table lists the Projects to be field surveyed in order of UMRWA’s operational priority, to be confirmed by UMRWA’s issuance (via email) of project Notice to Proceed. The highest priorities are Dogwood North and Dogwood Central, to be surveyed as early in the field season as feasible. The priority order notwithstanding, survey visits are to be conducted when plants are identifiable to ensure the surveys capture correct plant phenology.

Priority Order	Project Name	Estimated # of Acres
1	Dogwood North	1,026
2	Dogwood Central	1,096
3	Dogwood South	630
4	Amador Aspen Restoration	604
5	Dogwood West	665
6	Grove	912
7	Hemlock	810
Estimated Total Acres		5,743

B. WORK SCOPE

Upon receipt of Authority’s Notice to Proceed, which will be issued by the Authority on a project-by-project basis, Contractor shall provide professional services to complete the required botanical field surveys prior to implementation of each of the fuels reduction treatment projects in compliance with the NEPA Decision Memo for Forest Projects Plan (Phase 1) and Botanical Biological Evaluation for the Forest Projects Plan – Phase 1. The Project Areas consist of treatment polygons as shown (or to be shown) on UMRWA provided Project Maps and shape files.

The intent of the Scope of Work is to describe the specific services the Contractor shall provide for each of the subject projects.

PROJECT CONTEXT:

The subject Forest Projects Plan projects are landscape level timber fuel treatment and wildlife habitat improvement projects located on Eldorado National Forest (ENF), Amador Ranger, within the upper Mokelumne watershed. The projects are designed to help prevent high-

intensity, large-scale wildfires, improve forest conditions, and protect important wildlife habitat and other resources.

TARGET SPECIES KNOWN IN THE PROJECT AREA:

The following target species are known to exist in the Forest Projects Plan Area proximity (not all species may be present in the individual Project Area):

Table 1. Target Species documented within the Forest Project Planning Area.		
SPECIES	Common Name	Status
<i>Botrychium crenulatum</i>	Scalloped moonwort	FS Sensitive
<i>Botrychium minganense</i>	Mingan moonwort	FS Sensitive
<i>Botrychium montanum</i>	Western goblin	FS Sensitive
<i>Calochortus clavatus var. avius</i>	Pleasant Valley mariposa lily	FS Sensitive
<i>Lewisia kelloggii var. kelloggii</i>	Kellogg's Lewisia	FS Sensitive
<i>Lewisia kelloggii var. hutchisonii</i>	Hutchison's Lewisia	FS Sensitive
<i>Peltigera gowardii</i>	Veined water lichen	FS Sensitive
<i>Mimulus laciniatus</i>	Cutleaf monkey flower	ENF Watch List
<i>Bolandra californica</i>	California bolandra,	ENF Watch List
<i>Botrychium simplex</i>	moonwort	ENF Watch List
<i>Chlorogalum grandiflorum</i>	Redhill soaproot	ENF Watch List
<i>Eriophorum gracile</i>	Slender cottongrass	ENF Watch List
<i>Piperia colemanii</i>	Coleman's piperia	ENF Watch List
<i>Aegilops triuncialis</i>	Barbed goatgrass	ENF Invasive Species
<i>Centaurea stoebe</i>	Spotted knapweed	ENF Invasive Species
<i>Centaurea solstitialis</i>	Yellow starthistle	ENF Invasive Species
<i>Chondrilla juncea</i>	rush skeletonweed	ENF Invasive Species
<i>Cytisus scoparius</i>	Scotch broom	ENF Invasive Species
<i>Euphorbia oblongata</i>	Oblong Spurge	ENF Invasive Species
<i>Genista monspessulana</i>	French broom	ENF Invasive Species
<i>Potentilla racemosa</i>	sulfur cinquefoil	ENF Invasive Species
<i>Elymus caput-medusae</i>	Medusahead grass	ENF Invasive Species

ADDITIONAL POTENTIAL SPECIES & SPECIAL HABITATS WITHIN THE PROJECT AREA:

Sensitive Species: *Allium tribracteatum*, *Botrychium* spp., *Bruchia bolanderi*, *Cypripedium montanum*, *Diplacus pulchellus*, *Helodium blandowii*, *Meesia uliginosa*, *Ophioglossum pusillum*,

Pinus albicaulis

Watchlist Species: *Astragalus austinae*, *Bolandra californica*, *Carex davyi*, *Clarkia virgata*, *Corallorhiza trifida*, *Collomia tenella*, *Drosera anglica*, *Drosera rotundifolia*, *Dryopteris filix-mas*, *Eriophorum gracile*, *Myrica hartwegii*, *Piperia colemanii*, *Piperia leptopetala*, *Rhynchospora alba*, *Rhynchospora capitellata*, *Taxus brevifolia*,

Invasive Species: All invasive species on the Eldorado National Forest List and/or listed as a “Noxious Weed” by the state of California should be considered to have potential to occur in the Project Area.

Special Habitats: Lava caps and meadows are present within the survey units. Fens are known in the general Project Area but have not been identified in any survey units.

C. SPECIFIC REQUIREMENTS

1. PROJECT TASKS:

Task 1: Project Mobilization and Pre-field Review

1a. Literature Review: The Contractor shall review the literature and species ecology as well as all furnished data, including applicable documents, before developing the Survey Plan. The Contractor shall familiarize themselves with the known locations, habitats, flowering periods, and identification characteristics of the target species. The Contractor shall discuss any issues/concerns that surface with UMRWA and the Forest Service.

1b. Presurvey Meeting/Reconnaissance: Prior to the start of surveys the Contractor shall meet with the Forest Service Botanist and UMRWA to agree upon the survey plan, clarify protocols and expectations, and familiarize themselves with the Project Area. The Contractor may also conduct a field reconnaissance of the survey area to familiarize themselves with the Project Area. Prior to the presurvey meeting the Forest Service will provide copies of digital occurrence forms for known Sensitive plant occurrences in the survey area.

1c. Survey Planning: The Contractor shall consider the information gathered during the Literature Review and Presurvey Meeting/Reconnaissance to develop a draft survey plan, including how areas of suitable habitat will be targeted for survey and how occurrences within previously surveyed areas will be re-located. A discussion of the Contractor’s anticipated use of Complete and Intuitive Survey Coverage, by habitat, is required with the Survey Plan.

The Survey Areas shall be organized into logical survey units of ~100 acres in size for survey reporting purposes. Survey units for roadside surveys would be organized by Forest Road name. The Contractor shall design a Survey Map that shows the survey units within the Project Boundary on the Project Map. The Survey map shall be approved along with the rest of the Survey Plan by the UMRWA and FS Botanist before surveying.

Task 1 Deliverables:

1.1. Survey Plan: The Survey Plan shall include the: who, what, when, and where about the Contractor's Planned Survey Strategy. The Survey Plan shall be submitted for review at least five business days before the planned start of the survey. The Survey Plan shall be approved prior to the start of the survey. During the contract period the Contractor shall keep all portions of the Plan up to date and all changes shall be submitted with the Session Reports, before being adopted.

At a minimum the Survey Plan contains the:

- a. **Schedule and Session Dates:** Contractor's anticipated work schedule including field session dates and the dates the session reports will be submitted, and other work commitments.
- b. **Work Progression:** The approximate order in which the project will be surveyed.
- c. **Organization:** A discussion of crew organization and the introduction of new surveyors that were not in the solicitation proposal.
- d. **Equipment:** A discussion of the transportation and other equipment.
- e. **Emergency Measures:** Discussion of emergency measures and communications between office and field.
- f. **Survey map:** The Survey map (1:24,000), with Contractor designated survey units, and planned complete and intuitive coverages.

Task 2: Field Surveys, Flagging Sensitive Plants and Invasive Weeds, and Data Collection

2a. Survey: Following approval of the Survey Plan, the Contractor shall conduct a thorough pedestrian survey of the "Survey Area" for Target Species and Special Habitats; see Exhibit D – Project Maps and/or coverage files. Field surveys shall be conducted to the intensity necessary to discover the Target Species:

- a. Roadsides within and adjacent to units shall receive Complete Coverage (see DEFINITIONS) for invasive plants/noxious weeds within ~25' of the roadside.
- b. All Special Habitats (springs, seeps, fens, lava caps, vernal pools and unique plant assemblages) which are located within areas proposed for treatment and within 50 feet of treatment perimeters shall receive Complete Coverage.
- c. Existing occurrences of target species within 50 feet of units shall be revisited (monitored), and surrounding habitat shall receive Complete Coverage to ensure entire occurrence is correctly flagged.
- d. Habitat for watch list species will not be specifically targeted during surveys however if species are encountered while surveying for FS Sensitive plants, unique habitats, or noxious weeds, they would be documented and flagged after consulting with UMRWA and the Forest Service.
- e. Within the remainder of the Project Area, the Contractor shall survey with Intuitive Coverage, (see DEFINITIONS).

Unless otherwise directed by the Forest Service Botanist, for the purposes of this project, **Group 1** and **Group 2** weeds on the ENF invasive plant list, and noxious weeds listed by the California Department of Food and Agriculture (CDFA) that have the **potential** to occur on the Eldorado National Forest should be mapped and flagged whenever they are seen within survey areas. Weeds in **Group 3** should only be mapped and flagged *when they are found as an isolated, leading edge of an infestation* (see Exhibit E invasive plant list for Group 3 infestations that are considered leading-edge for the Project Area). Many Group 3 weeds are widespread and will not be mapped/flagged in the vast majority of the Project Area.

Occurrences shall be recorded, up to 100 feet outside of unit boundaries, on Government land. Species nomenclature shall follow the Jepson Manual; or abbreviations shall follow the Natural Resource Conservation Service (NRCS) National Plant Database symbol protocol from the NRCS website.

Locations of ponds, streams, wet meadows, etc. encountered during field surveys shall be delineated in Field Maps for UMRWA Field Manager(s) to use when flagging.

2b. Flagging: The Contractor shall survey for Target Species and Special Habitats, delineating both in the field as described below:

- a. Hang two-foot-long strips of Pink/Green flagging every ~25 feet around special habitats and occupied suitable habitat for Sensitive plants that are located within and adjacent to area and roadside fuelbreak units, within 100 feet outside unit boundaries, and within 25 feet of project staging areas (sub-occurrences outside 100 feet of unit boundaries will not be flagged). Unless otherwise directed by the Forest Service Botanist or Aquatic Biologist, wet special habitats (springs, seeps, fens, lava caps, vernal pools and unique plant assemblages) should be flagged with a 50-foot buffer from the edge of the wet area. If suitable habitat is identified when target species is not identifiable (i.e. moonworts) then the suitable habitat will be flagged and recorded as potential occupied habitat.
- b. Unless otherwise directed by the Forest Service Botanist, hang two-foot long strips of orange “Noxious Weed” flagging every ~25 feet around perimeter of existing and new priority invasive species sub-infestations (Group 1, 2, and leading-edge Group 3) within area and roadside fuelbreak units, within 100 feet outside of unit boundaries, and within 25 feet either side of project staging areas (see Exhibit E invasive plant list). If plants cannot be located at time of field visit, the last known area will be flagged based on GPS data provide by UMRWA and the Forest Service.
- c. Label one set of flagging nearest the logical access point to the site perimeter with the occurrence number, date, Species code, and Surveyor’s initials.
- d. GPS the perimeter of each occurrence/infestation or Special Habitat, on discovery, and submit as an ArcGIS shapefile.

Flags shall be hung as near to eye height as possible and be intervisible. The informational flag shall be inscribed with the Contractor’s occurrence number, the date, Species code, and Surveyor’s initials, in permanent black ink.

2c. Annual Flagging Inspection and Re-refresh: Annually, during the life of this contract, Contractor shall inspect site flagging in areas where UMRWA’s contracted fuel treatment has not been completed to ensure the flagging remains intervisible and reflag any areas as needed. This inspection shall be completed as early in the season as possible once sites become accessible.

2d. GPS Recording: Survey areas, Target species (rare and invasive plants), photo points, and special habitats shall be recorded in the field using suitable GPS equipment. GPS’d features shall be attributed in accordance with the provided attribute table template. There should be one polygon shape file for all like data collected. For example: one polygon file for invasive plant infestation boundaries. Points may be collected in the field, but they shall be appropriately buffered and submitted as an ArcGIS polygon shapefile only. The GPS should have an accuracy of at least 5m. The mapped locations shall be recorded in the following coordinate system: NAD 1983, CONUS, UTM Zone 10, and meters.

Task 2 Deliverables:

2.1. Session Reports: Session Reports are required during field surveys. A Session Report covers the previous session (see DEFINITIONS). Session Reports shall be submitted to UMRWA and the Forest Service no later than four days after the end of the session; email is required. The required assessment form and ArcGIS layers are due at the same time and shall be sent electronically.

The Session reports shall include:

- a. **ArcGIS Layers:** Shapefiles for the perimeter of Target Species discovered during the previous session.
- b. **Updated Survey Plan:** Updates to the Survey Plan as necessary, submitted as an updated document.
- c. **Work Completed and Planned:** Discussion of work completed and work planned for the next session.
- d. **Changes:** Discussion of any techniques used, and work completed that differed from the Survey Plan, including discussion of any issues that arose and proposed remedies.
- e. **Photos:** At the government’s request only, the Contractor shall electronically submit any requested photos of Target Species discovered during previous sessions.

2.2. Field Forms: The Contractor shall complete one Occurrence Monitoring Form for each Sensitive plant occurrence discovered or revisited. If polygons are <100 feet apart they can be merged into a multipart polygon. For polygons >100 feet but <0.25 mile apart the site should be assigned a sub-unit identification, i.e., CACLA-001_01 and CACLA-001_02. These forms are due within two weeks after completion of the field surveys and will be submitted in digital format. The forms shall be legible and complete.

2.3. GIS Layers: A set of complete final shapefiles for discovered Target Species, special habitats, and area surveyed are due within two weeks after completion of the field surveys. Following attached GIS template.

2.4. Photos: Photos should be taken to document new Sensitive plant occurrences and Invasive plant infestations. Photos should include at least 1 photo where the target plant is identifiable, and additional photos of surrounding landscape to assist with future efforts to relocate the site. All photos taken during field surveys and to document new occurrences shall be submitted electronically within two weeks after completion of field surveys.

Task 3: Field Survey Report

Contractor shall prepare a brief draft botanical field survey report describing the results of the field surveys by October 3rd. UMRWA and the Forest Service shall have 7 days to review these documents. The Report shall follow the template provided by UMRWA and include the following:

- a. The draft report shall include copies of rare plant monitoring forms.
- b. Draft GIS data following provided attribute templates.

Task 3 Deliverables:

3.1. Final Survey Report and GIS data: A final inventory report will be prepared that has addressed any comments provided to the Contractor by UMRWA and the Forest Service. It shall include the final sets of rare plant occurrence forms, GIS data, and photographs. Contractor shall provide 2 electronic copies of the final report, one as a Word document and the other as a PDF. All final GIS data shall be provided to the ENF as shapefiles.

2. BACKGROUND MATERIALS AND MAPS

The following attached Project Maps (available electronically), Lists, and Forms (Exhibits C through H) are intended to assist with describing and clarifying the scope of work. See corresponding details below for more information about what is included in each.

- **Map 1: Botany survey coverage < 5 years old.**
- **Map 2: Sensitive plant locations** within the implementation project boundary: table inset included in map summarizes total acreage of each known sensitive plant species. These species need to be re-located, flagged and locations documented electronically.
- **Map 3: Invasive plant locations** within the implementation project boundary: table inset included in map summarizes total acreage of each known invasive plant species. These species need to be re-located, flagged for avoidance and locations documented electronically.
- **GIS Data Attribute templates**
- **Session report electronic assessment form**
- **Forest Service Sensitive and Watch lists**

- **Forest Service Invasive Plant list (known species for Project Area identified with flagging requirements highlighted)**
- **Sensitive Plant occurrence form templates**
- **Final Report Template**

3. DEFINITIONS

Complete Coverage: Survey Units shall be surveyed by walking transects that are close enough together that the next transect is clearly visible and all of the areas have been examined thoroughly.

Infestation: Invasive plants of the same species estimated to be separated by less than a quarter mile are considered the same infestation. Within an infestation, sub-infestations are separated by more than ~100 feet, accounting for local site conditions and connectivity of suitable habitat.

Intuitive Coverage: Survey Units shall be surveyed by walking transects, which cover a representative cross section of all major features and habitats within the unit. Habitats with low potential for Target species shall have at least 10% of the area covered with transects. Habitats identified as having a high to moderate potential for Target species shall have at least 75% of the area covered by transects.

Isolated Leading Edge: Infestations of Group 3 species that are geographically isolated from larger more established infestations within the Forest boundary. Leading edge infestations vary for each target species but tend to occur on the eastern edge of the species current distribution as distinct satellite infestations, and due to their spatial isolation, could be targeted for future treatment.

Occurrence: Sensitive & Watchlist plants of the same species estimated to be separated by less than a quarter mile are considered the same occurrence. Within an occurrence, sub-occurrences are separated by more than ~100 feet, accounting for local site conditions and connectivity of suitable habitat.

Perimeter: The extent of target species polygons is the furthest site-defining attribute or target species plus one meter.

Target Species: Target Species include the following vascular plant species:

- Listed as Endangered, Threatened, and Proposed on the U.S. Fish and Wildlife Service List,
- Any Species with status for California on the US Forest Service Region 5 Sensitive Plant list,
- Any plant found on the US Fish and Wildlife Service Quarterly Species List for National Forests,
- Watchlist Species on the ENF List,
- Invasive Species on the Eldorado National Forest List,
- Any Noxious Weed listed by the California Department of Food and Agriculture.

Session: The time spent in the field gathering data. Session lengths are decided by the Contractor. Sessions shall be discussed in the Pre-Work Meeting/Survey Plan and shall be between 1 and 10 continuous days.

Special Habitats: Special Habitats are defined as including areas predominated by lava caps, fens, seeps, springs, and vernal pools. Special Habitats also include stands of unique plant species assemblages, plant associations, or communities that are found to be uncommon or azonal within the Project Area.

Survey: A pedestrian examination in search of Target Species, including the recognition of special habitats. In addition to the pedestrian examination, surveying includes all the tasks listed under Section VII-Field Surveys.

Transect: A ~linear strip of ground where the surveyor can see the Target Species by walking down the center and looking left and right. The effective transect width is dependent on the surveyor's skills, experience, and eyesight.

4. SCHEDULE

- a. Contractor conducts botanical field surveys beginning following Notice to Proceed (as soon as field conditions allow) and completing by September 1, 2026.
- b. UMRWA may specify priority areas or sequence of units to be monitored in order to flag sites prior to fuels treatment work commencing.
- c. Contractor prepares draft field survey report: By November 1, 2026.
- d. UMRWA/USFS provide Contractor comments on draft reports: By November 15, 2026.
- e. Contractor completes revisions and provides the Final Survey Data and Report back to UMRWA: By December 15, 2026.
- f. Contract Termination date is October 31, 2029 to allow for survey of additional projects, annual site flagging maintenance, unforeseen delays, and/or additional survey areas added by mutual agreement.

5. RESTRICTIONS ON WORK

Work may be performed at any time during the period of the contract, except as follows:

- a. When UMRWA, the ENF or Contractor determines that adverse weather or other conditions have made access too dangerous, where continued vehicular travel would cause unacceptable road damage or climatic conditions are unfavorable for continuation of work.
- b. In the event Contractor access to Project Area(s) may be achieved most efficiently through private SPI lands, SPI has indicated to UMRWA that access permission may be obtained by submitting a liability waiver to SPI. Contractor is responsible for securing that permission. UMRWA will, at Contractor's request, coordinate communication between Contractor and SPI. No road improvement work shall be permitted on SPI lands and access may necessitate high clearance vehicles and walking undrivable portions of roads.

6. FIRE PREVENTION

- a. Contractor shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires, 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.
- b. 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, the ENF 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.
- c. All parking or equipment service 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. The ENF shall approve such sites in writing.
- d. As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify the ENF of any fires on Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to 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	Camino ECC	Camino, CA	530-644-0200
Nearest FS Station	Amador Ranger Station	Pioneer, CA	209-295-4251
COR	TBD	Pioneer, CA	209-295-5910
Inspector	Matt Brown	Placerville, CA	530-622-5061
Inspector	TBD		

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.

7. CAMPING AND HOUSING

Camping is not permitted in US Forest Service campgrounds. Contractor may be permitted to camp elsewhere on US Forest Service land upon approval by the Amador Ranger District in accordance with a camping use permit.

8. CONTRACTOR FURNISHED EQUIPMENT

The Contractor shall provide everything--including, but not limited to, all equipment, supplies, transportation, labor, and supervision--necessary to complete the project, except for that which the contract clearly states is to be furnished by UMRWA and the ENF.

9. FURNISHED PROPERTY

The Forest Service shall provide plant lists, forms, templates, and known site locations as described above under 2. BACKGROUND MATERIALS AND MAPS. The Forest Service shall also provide pink, green, and “Noxious Weed” flagging to the Contractor.

Exhibit B Budget

PROJECT	UNIT	ESTIMATED UNITS	UNIT PRICE	ESTIMATED FEE¹
Set-up	Lump Sum	Geodatabase, Field Maps, Survey Plan, Reports	\$8,700	\$8,700
Dogwood Central	Acre	1,096 ²	\$16.97	\$18,599
	Lump Sum	2 years post survey flagging refresh	\$4,702/yr	\$9,405
Dogwood South	Acre	630 ²	\$17.65	\$11,120
	Lump Sum	2 years post survey flagging refresh	\$2,700/yr	\$5,400
Dogwood North	Acre	1,026 ²	\$17.18	\$17,627
	Lump Sum	2 years post survey flagging refresh	\$4,403/yr	\$8,806
Amador Aspen Restoration	Acre	604 ²	\$19.42	11,730
	Lump Sum	2 years post survey flagging refresh	\$2,591/yr	\$5,182
Dogwood West	Acre	665 ²	\$22.41	\$14,903
	Lump Sum	2 years post survey flagging refresh	\$3,000/yr	\$6,000
Grove	Acre	912 ²	\$17.58	\$16,032
	Lump Sum	2 years post survey flagging refresh	\$3,909/yr	\$7,818
Hemlock	Acre	810 ²	\$18.03	\$14,604
	Lump Sum	2 years post survey flagging refresh	\$3,472/yr	\$6,944
Fee Sum				\$162,870

Contingency at 10%		\$16,287
TOTAL FEE		\$179,157

¹ Payment shall be based on actual acres surveyed on a per acre unit price.

² Acres are estimates and may be increased or decreased based on further project field verification.

Exhibit C

Project Area Maps/Shape Files (Separate Documents)

Via electronic files to be provided by UMRWA

Map 1: Botany Survey Coverage

Map 2: Sensitive Plants, Original Area

Map 3: Invasive Plants, Original Area

Exhibit D

Plant Lists

(Lists begin next page)

Invasive Plant List for the Eldorado National Forest 2/15/2024

Group 1 (Eradicate): Highly invasive species known to occur on the Eldorado National Forest. Species are uncommon and are a priority for inventory, control, and eradication.

<i>Acroptilon repens</i> Russian knapweed	<i>Cirsium arvense</i> Canada thistle
<i>Aegilops cylindrica</i> Jointed goatgrass	<i>Euphorbia oblongata</i> oblong spurge
<i>Ailanthus altissima</i> Chinese tree of heaven	<i>Isatis tinctoria</i> dyer's woad
<i>Arundo donax</i> Arundo	<i>Lepidium latifolium</i> tall whitetop
<i>Centaurea calcitrapa</i> purple starthistle	<i>Lepidium draba</i> whitetop
<i>Centaurea diffusa</i> diffuse (white) knapweed	<i>Lythrum salicaria</i> purple loosestrife
<i>Centaurea stoebe</i> spotted knapweed	<i>Potentilla recta</i> sulfur cinquefoil
<i>Dittrichia graveolens</i> stinkwort	<i>Sorghum halepense</i> Johnson grass

Group 2 (Control): Established or widespread species known to occur on the Eldorado National Forest. Inventory all infestations. Annually treat a portion of known infestations, focusing first on eradicating/containing isolated outlying infestations and, over time, reducing the footprint of larger, less isolated infestations.

<i>Aegilops triuncialis</i> barbed goatgrass	<i>Elymus caput-medusae</i> medusahead
<i>Carduus pycnocephalus</i> Italian thistle	<i>Foeniculum vulgare</i> Fennel
<i>Centaurea melitensis</i> tocalote	<i>Genista monspessulana</i> French broom
<i>Centaurea solstitialis</i> yellow starthistle	<i>Spartium junceum</i> Spanish broom
<i>Chondrilla juncea</i> rush skeleton weed	
<i>Cytisus scoparius</i> Scotch broom	

Group 3 (Control): Established or widespread species known to occur on the Eldorado National Forest. Inventory and treat isolated leading edge infestations or where concurrent with higher priority infestations.

<i>Brassica nigra</i> black mustard	<i>Melilotus officinalis</i> yellow sweet clover
<i>Bromus tectorum</i> cheat grass	<i>Rubus armeniacus</i> Himalayan blackberry
<i>Chenopodium botrys</i> Jerusalem-oak goosefoot	<i>Rubus laciniatus</i> cut leaf blackberry
<i>Cirsium vulgare</i> bull thistle	<i>Salsola tragus</i> Russian thistle/tumbleweed
<i>Hedera helix</i> English Ivy	<i>Silybum marianum</i> milk thistle
<i>Hypericum perforatum</i> Klamath weed	<i>Torilis arvensis</i> hedge parsley
<i>Lathyrus latifolius</i> perennial sweet pea	<i>Tribulus terrestris</i> puncture vine
<i>Leucanthemum vulgare</i> Oxeye daisy	<i>Vinca major</i> periwinkle
<i>Melilotus alba</i> white sweet clover	

Group 4 (Manage through education and prevention): Species are well established across forest or have minor economic or ecological impacts. Forest will use appropriate prevention and education measures to limit further spread.

<i>Bromus diandrus</i> ripgut brome	<i>Festuca arundinacea</i> tall fescue
<i>Bromus madritensis</i> var. <i>rubens</i> red brome	<i>Hirschfeldia incana</i> mustard
<i>Conium maculatum</i> poison hemlock	<i>Lychnis coronaria</i> rose campion/ mullein pink
<i>Cynodon dactylon</i> Bermuda grass	<i>Sisymbrium altissimum</i> Jim Hill mustard
<i>Cynosurus echinatus</i> spiny dogtail	<i>Verbascum thapsus</i> mullein
<i>Dactylis glomerata</i> Orchard grass	

Potential invasives: Species not yet found on the Eldorado National Forest. If found, infestations should be inventoried and targeted for eradication or control.

<i>Cardaria chalepensis</i> small whitetop	<i>Nicotiana glauca</i> Tree tobacco
<i>Cardaria draba</i> hoarycress	<i>Onopordum acanthium</i> Scotch thistle
<i>Cardaria pubescens</i> whitetop	<i>Phragmites australis</i> common reed
<i>Carduus nutans</i> musk thistle	<i>Phytolacca americana</i> Pokeweed
<i>Carthamus lanatus</i> Woolly distaff thistle	<i>Polygonum cuspidatum</i> Japanese knotweed
<i>Centaurea pratensis</i> meadow knapweed	<i>Polygonum sachalinense</i> Sakhalin knotweed
<i>Centaurea sulphurea</i> Sicilian starthistle	<i>Sesbania punicea</i> Scarlet wisteria
<i>Cortaderia selloana</i> pampas grass	<i>Tamarix chinensis</i> Salt Cedar
<i>Euphorbia esula</i> leafy spurge	<i>Tanacetum vulgare</i> tansy
<i>Linaria genistifolia</i> ssp. <i>dalmatica</i> dalmatian toadflax	<i>Ulex europaeus</i> Gorse
<i>Linaria vulgaris</i> yellow toadflax	

2. Threatened, endangered, and sensitive plants known to occur or with suitable habitat on the ENF and in the Project Area.

Species	Status ¹	On ENF ²	Known in Project Area	Suitable Habitat in Project Area	Rationale For Determination Of No Suitable Habitat/No Effect
Three-bracted onion (<i>Allium tribracteatum</i>)	S	P	No	Yes	Grows on open ridges with gravelly lahar soils (lava cap communities) in chaparral and lower & upper montane coniferous forests from ~ 3,300 to 10,000 feet in elevation.
El Dorado manzanita (<i>Arctostaphylos nissenana</i>)	S	K	No	No	Grows on highly acidic slate and shale soils and is often associated with closed-cone conifer forest from about 1,400 to 3,600 feet.
Big-scale balsamorhiza (<i>Balsamorhiza macrolepis</i> var. <i>macrolepis</i>)	S	P	No	No	Grows in chaparral, vernal moist meadows & grasslands, grasslands within oak woodland, and ponderosa pine forest below 4,600 feet.
Upswept moonwort (<i>Botrychium ascendens</i>)	S	K	No	Yes	Grows in lower montane coniferous forest, meadows, and seeps from 4,900 to over 7,500 feet in elevation.
Scalloped moonwort (<i>Botrychium crenulatum</i>)	S	K	Yes	Yes	Grows in fens, lower montane coniferous forest, meadows, seeps, and freshwater marshes from 4,900 feet to 10,500 feet in elevation.
Common moonwort (<i>Botrychium lunaria</i>)	S	P	No	Yes	Grows in meadows, seeps, subalpine and upper montane coniferous forest from 7,450 feet to over 11,000 feet in elevation.
Mingan moonwort (<i>Botrychium minganense</i>)	S	K	Yes	Yes	Grows in fens, lower and upper montane coniferous forest, meadows, and seeps from 4,900 to 6,750 feet.
Mountain moonwort (<i>Botrychium montanum</i>)	S	K	Yes	Yes	Grows in lower and upper montane coniferous forest, meadows, and seeps from 4,900 feet to 7,000 feet in elevation.
Paradox moonwort (<i>Botrychium paradoxum</i>)	S	K	No	Yes	Grows in lower and upper montane coniferous forest, meadows, and seeps from 4,900 feet to 7,000 feet in elevation.
Stalked moonwort (<i>Botrychium pendunculatum</i>)	S	P	No	Yes	Grows in lower and upper montane coniferous forest, meadows, and seeps from 4,900 feet to 7,000 feet in elevation.
Bolander's bruchia (<i>Bruchia bolanderi</i>)	S	K	No	Yes	Grows in meadows and fens in montane and subalpine communities from about 5,500 to 9,000 feet. Grows in ephemeral habitats such as erosional ditches or small streamlets through wet meadows.

Species	Status ¹	On ENF ²	Known in Project Area	Suitable Habitat in Project Area	Rationale For Determination Of No Suitable Habitat/No Effect
Pleasant Valley mariposa lily (<i>Calochortus clavatus</i> var. <i>avivus</i>)	S	K	Yes	Yes	Grows in openings in mixed conifer & ponderosa pine forest, usually on ridgetops and south-facing slopes from 2,500 to 5,600 feet. There are numerous Occurrences along Weber Mill Road and 11N38G.
Mountain lady's slipper (<i>Cypripedium montanum</i>)	S	P (H on inholding)	No	Yes	Grows in moist areas and upland sites with northerly aspects, loamy soils and shade, from 3,500 to 5,700 feet (generally <5,000 ft).
Branched Collybia (<i>Dendrocollybia racemosa</i>)	S	K	No	No	Grows on remains of decayed mushrooms or occasionally in duff/leaf litter, in mid-mature to old-growth stands of mixed hardwood-conifer forests. Evidence of timber harvest at some extant occurrences.
Tahoe draba (<i>Draba asterophora</i> var. <i>asterophora</i>)	S	H	No	No	Restricted to rocky ledges and talus slopes in subalpine and alpine habitats above 8,200 feet.
Cup Lake draba (<i>Draba asterophora</i> var. <i>macrocarpa</i>)	S	K	No	No	Restricted to sandy slopes, rocky ledges, and talus slopes in subalpine and alpine habitats above 8,200 ft.
Tripod buckwheat (<i>Eriogonum tripodum</i>)	S	K	No	No	Grows on serpentine soils in foothill and cismontane woodlands below 5,300 feet.
Blandow's bog-moss (<i>Helodium blandowii</i>)	S	P	No	Yes	Grows in wet meadows, fens, & seeps in subalpine coniferous forest and alpine lakes from 6,100 to 9,000 feet.
Parry's horkelia (<i>Horkelia parryi</i>)	S	K	No	No	Grows on stony, disturbed, slightly acidic soils in open chaparral and cismontane woodland below 3,400 feet.
Hutchison's lewisia (<i>Lewisia kelloggii</i> ssp. <i>hutchisonii</i>)	S	K	Yes	Yes	Grows in openings in upper montane coniferous forest, often on slate soils and on soils that are sandy granitic to erosive volcanic from 4,800 to 7,000 feet.
Kellogg's lewisia (<i>Lewisia kelloggii</i> ssp. <i>kelloggii</i>)	S	K	Yes	Yes	Grows on granitic and volcanic balds from about 5,000 to 8,000 feet.
Long-petaled lewisia (<i>Lewisia longipetala</i>)	S	K	No	No	Restricted to subalpine & alpine slopes or basins with deep snow accumulations, above 8,200 feet.
Saw-toothed lewisia (<i>Lewisia serrata</i>)	S	K	No	No	Restricted to steep, nearly vertical cliffs in inner gorges of perennial streams and rarely near seeps and intermittent streams. Grows between 2,800 and 4,800 feet in the American River watershed.
Broad-nerved hump-moss (<i>Meesia uliginosa</i>)	S	P	No	Yes	Grows in permanently wet, primarily spring-fed meadows and fens in montane to subalpine coniferous forest from 4,200 to 9,200 feet.

Elongate Copper Moss (<i>Mielichhoferia elongata</i>)	S	P	No	No	Grows on metamorphic, sedimentary, limestone, and serpentine rock outcrops that often contain copper or other heavy metals and that are seasonally moist or less commonly on moist soil. Usually in foothill woodland habitats dominated by oaks or chaparral and sometimes with scattered incense cedar, Douglas-fir, and ponderosa pine. Grows from sea level to 3550 feet.
Yellow-lip pansy monkeyflower (<i>Diplacus pulchellus</i>)	S	K	No	Yes	Habitat is vernal wet to moist sites which are open and flat or slightly sloping. Typically found on lava caps but soils can be clay, volcanic, or granitic. Grows from 2,200 to 6,400 feet.
Yellow bur navarretia (<i>Navarretia prolifera</i> ssp. <i>lutea</i>)	S	K	No	No	Grows in openings in or adjacent to mixed conifer forest or cismontane woodland on rocky ridgelines, saddles, or eroding ephemeral drainages from 2,300 to 5,000 feet.
Adder's tongue (<i>Ophioglossum pusillum</i>)	S	P	No	Yes	Grows in moist habitat including wet meadows and roadside ditches.
Layne's ragwort (<i>Packera layneae</i>)	T, S	K	No	No	Grows on rocky, gabbroic or serpentinitic soils in chaparral and cismontane woodland below 3,000 feet.
Veined water lichen (<i>Peltigera gowardii</i>)	K	K	Yes	Yes	Grows on rocks in cold, unpolluted spring-fed streams without marked seasonal fluctuation. Submerged most of year. Peak flows must not scour the rocks & gravels where this species attaches. Located on the ENF in 2008.
Stebbins' phacelia (<i>Phacelia stebbinsii</i>)	S	K	No	No	Grows on dry, open, rocky sites (bedrock outcrops, rubble or talus) on ledges or moderate to steep slopes and on damp, mossy inner gorges from 2,000 to 6,800 feet.
Olive phaeocollybia (<i>Phaeocollybia olivacea</i>)	S	P (K on inholding)	No	No	Conifer and hardwood forests where it grows in the humus layer. Logging disturbance, when present, is not intense (e.g. clear-cut or patch-cut).
Whitebark pine (<i>Pinus albicaulis</i>)	C, S	K	No	Yes	Whitebark pine typically occurs on cold and windy high elevation sites in western north America (7,000-12,000 feet).
Sierra blue grass (<i>Poa sierrae</i>)	S	K	No	No	Grows in lower montane coniferous forest on steep, shady, moist slopes from 1,200 feet to 3,800 feet.

¹ T = Federally Listed as Threatened C = Federally Listed as Candidate; S = Forest Service Sensitive

² K = known to occur on ENF; P = suspected to occur on ENF; H = historic record on ENF

3. Eldorado National Forest Watch List Species- May 03, 2023

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
<i>Allium sanbornii</i> var. <i>congdonii</i>	Congdon's onion	4.3	Serpentine outcrops	Traverse Creek	Up to 4,000	
<i>Allium sanbornii</i> var. <i>sanbornii</i>	Sanborn's onion	4.2	Serpentine outcrops	Potential - occurs on Tahoe NF	Up to 5,020	
<i>Astragalus austini</i>	Austin's milkvetch	1B.3	Alpine boulder & rock field in subalpine coniferous forest.	Along Shealor Lake trail	7,600	8,825
<i>Astragalus whitneyi</i> var. <i>lenophyllus</i>	Whitney's milk-vetch	4.3	Alpine boulder & rock field in subalpine coniferous forest.	Originally identified at Kirkwood Mountain Resort. Misidentified -no known occurrences on Forest.	Above 4,900	
<i>Bolandra californica</i>	Sierra bolandra	4.3	Rock crevices and wet cliffs along streams.	Alder Creek, Jaybird Canyon	3,100	4,200
<i>Botrychium simplex</i>	Yosemite moonwort	--	Moist and wet meadow, seeps, fens and streamside habitats about 6,000 feet in elevation.	Widespread	Above 5,000	
<i>Brasenia schreberi</i>	Watershield	2B.3	Marsh, swamp, and wetland	Lake Audrain	Up to 7,200	
<i>Calystegia vanzuukiae</i>	Van Zuuk's morning glory	1B.3	Serpentine outcrops	Traverse Creek, Little Bald Mountain	1,640	3,900
<i>Carex cyrtostachya</i>	arching sedge	1B.2	Narrow endemic from the western slope of the northern Sierra Nevada of California	Traverse Creek, Blodgett, Kings Meadow near headwaters of Slab Creek	2,000	4,460
<i>Carex davyi</i>	Davy's sedge	1B.3	Upper montane coniferous forest to Subalpine coniferous forest; Dry often sparse meadows or rocky areas.	Indian Valley?, Lake Winnemucca, Hermit Valley, Slippery Ford (1897 herbarium record)	Above 4,500	
<i>Claytonia parvifolia</i> var. <i>grandiflora</i>	Streambank spring beauty	4.2	Cismontane woodland	Found along trail below Jenkinson Reservoir.	2,690	
<i>Climacium dendroides</i>	Tree Climacium moss	2B.1	Occurs in occasionally flooded mineral soil, especially on lake and river margins	Soldier Creek	Above ~3,500 (limited information available)	
<i>Ceanothus fresnensis</i>	Fresno ceanothus	4.3	Cismontane woodland (openings), lower montane coniferous forest	Chaix Mountain, Telephone Ridge, Bunker Hill	3,650	6,900

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
<i>Chaenactis douglasii</i> var. <i>alpina</i>	alpine dusty maindens	2B.3	Alpine boulder and rock field (granitic), Rocky or gravelly ridges, talus, fell-fields, crevices	Kirkwood Mountain Resort, Round Top, Carson Pass area	Above 9,800	
<i>Chlorogalum grandiflorum</i>	red hills soapwort	1B.2	Serpentine outcrops, open shrubby or wooded hills; Chaparral, Foothill Woodland, Yellow Pine Forest	Widespread- western Georgetown District	Up to 3,150	
<i>Clarkia biloba</i> ssp. <i>brandegeae</i>	Brandegee's clarkia	4.2	Foothill woodland, chaparral, cismontane woodland, lower montane coniferous forest. Often found growing in road cuts	Slab Creek Reservoir and Ralston Ridge	Up to 3,000	
<i>Clarkia virgata</i>	Sierra clarkia	4.3	Foothill woodland, cismontane woodland, lower montane coniferous forest, yellow pine forest	Nevada Point Ridge; Herbarium records from Forebay Rd, Sugarloaf, Riverton, Plum Creek Ridge,	2,460 to 5,675	
<i>Claytonia megarhiza</i>	fell-fields claytonia	2B.3	Subalpine, alpine gravel, talus, crevices, growing in crevices between rocks in rocky or gravelly soils.	Potential- Dick's Peak in Desolation Wilderness	Above 8,500	
<i>Corallorhiza trifida</i>	northern coralroot; Early coralroot	2B.1	Wet, open to shaded, generally coniferous forest. In California, under firs, in partial shade	Potential- CNDDDB records from Plumas County. One report from Lake Tahoe region.	4,500	5,600
<i>Collomia tenella</i>	Slender collomia	2B.2	Dry sandy bare areas.	East of Schneider Cow Camp	5570	8,530
<i>Drosera anglica</i>	English sundew	2B.3	Fens, meadows and seeps often with Sphagnum	Potential- Sagehen Creek Field Station, Tahoe National Forest	4,250	6,500
<i>Drosera rotundifolia</i>	round leaf sundew	--	Fens, meadows and seeps often with Sphagnum	Widespread	Up to 8,900	
<i>Dryopteris filix-mas</i>	male fern	2B.3	Upper montane coniferous forest (granitic, rocky); Granitic cliffs	Historic herbarium record from Cole Creek Road	Above 7,800	
<i>Eriophorum gracile</i>	Cotton Grass	4.3	Fens, springs, wet meadows	Ring Fen and Echo Summit Snow Park	4,000	9,500
<i>Fritillaria eastwoodiae</i>	Butte County Fritillaria	3.2	Chaparral, Cismontane woodland, Lower montane coniferous forest (openings) sometime serpentine	Little Bald Mountain (Herbarium specimen from Dean Taylor)	Up to 4900	
<i>Githopsis pulchella</i> ssp. <i>serpentinicola</i>	Serpentine bluecup	4.3	Cismontane woodland, serpentine or Lone Formation soils	SMUD transmission line/Iowa Hill area on Placerville RD	1,000	2,000

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
<i>Jensia yosemitana</i>	Yosemite tarweed	3.2	Spring-wet, sunny, sandy places, meadows	Bassi Falls	4000	7500
<i>Juncus digitatus</i>	Finger rush	1b.2	Lava caps	Located on SPI lands north of Jenkison Lake in 2019.	2,165	2,591
<i>Mimulus laciniatus</i>	Cutleaf monkey flower	4.3	Growing on decomposed granite in moist sandy places.	Salt Springs Reservoir, Cole Creek Diversion	Above 3,100	
<i>Myrica hartwegii</i>	Sierra sweet bay	4.3	streambanks and other moist places in foothill and low montane forest	Big Grizzly Canyon, Stumpy Meadows, Alder Creek, Camp Creek	Up to 6,000	
<i>Orthotrichum holzingeri</i>	Holzinger's orthotrichum moss	1B.3	Usually on rock in and along streams, rarely on tree limbs.	North shore of Salt Springs Reservoir	2,345	6,000
<i>Perideridia bacigalupii</i>	Mother Lode Yampah	4.2	Sites in which it occurs include open rocky areas, chaparral openings, slopes, and road cuts. Usually on serpentine	Potential- Historic Stebbins's collection from Rescue	Up to 3,500	
<i>Piperia colemanii</i>	Coleman's Rein Orchid	4.3	Open conifer forest, scrub; often in sandy soils.	Nevada Point Ridge, Gerle Creek, Loon Lake Rd, Bassi Creek	3,900	7,545
<i>Piperia leptopetala</i>	petaled rein orchid	4.3	Generally dry sites, scrub, woodland; Chaparral, Foothill Woodland, Yellow Pine Forest, Red Fir Forest.	Big Meadow Campground and Hell Hole Reservoir	1,100	7,300
<i>Potamogeton epihydrus</i>	Ribbonleaf pondweed	2B.2	Lakes and Ponds	Wrights Lake, South Fork Silver Creek	1,300	6,233
<i>Potamogeton praelongus</i>	White stemmed pondweed	2B.3	Lakes and Ponds	northwest shore of Lake Margaret	5,900	9,800
<i>Pseudostellaria sierrae</i>	Sierra Starwort	4.2	Meadows, dry understory of mixed oak or conifer forest	Junction Reservoir	4,000	7,200
<i>Rhynchospora alba</i>	white beaked-rush	2B.2	Wet meadows, fens, seeps, and marshes	Potential- on Plumas and Lassen NF and historic occurrence from Yosemite Valley	Up to 6,700	
<i>Rhynchospora capitellata</i>	brownish beakrush	2B.2	Wet meadows, fens, seeps, and marshes	Kings Meadow according to Laurence Janeway (2007)	Up to 6,560	
<i>Sambucus nigra</i> L. ssp. <i>caerulea</i>	Blue Elderberry	--	Riparian areas; of concern below 3,000' as host plant for Threatened Valley Elderberry Longhorn Beetle	Widespread	Up to 3,200	

Species	Common Name	CNPS Ranking	Habitat	Distribution on Eldorado	Lower Elevation (ft)	Upper Elevation (ft)
<i>Sparganium natans</i>	Small bur reed	4.3	Wetland-riparian, lake margins.	Lower Blue Lakes	2,800	8,560
<i>Streptanthus longisiliquus</i>	Long-fruit jewel-flower	4.3	Mixed-conifer forest	Peavine/Telegraph/Jaybird Ridges on Pacific RD	2,500	5,000
<i>Taxus brevifolia</i>	Pacific yew	--	Mixed Evergreen Forest, Douglas-Fir Forest, Yellow Pine Forest, Red Fir Forest	Widespread- Eldorado NF is near the southern edge of the species range	Up to 4,600	
<i>Torreya californica</i>	California nutmeg	--	Mixed Evergreen Forest, Douglas-Fir Forest, Yellow Pine Forest	Widespread	Up to 3,000	
<i>Viburnum ellipticum</i>	oval-leaved viburnum	2B.3	Chaparral, Cismontane woodland, Lower montane coniferous forest. Chaparral, yellow-pine forest, generally n-facing slopes	Potential -City of Placerville, Lake Clementine, Forest Hill Road	Up to 4,500	
<i>Wyethia reticulata</i>	El Dorado County mule ears	1B.2	Stony red clay and gabbroic soils; often in openings in gabbro chaparral	Potential - Cameron Park/Pine Hill	Up to 2,060	
<i>Xerophyllum tenax</i>	Beargrass	--	Dry open slopes, ridges, montane conifer forest	Silver Hill Ridge	Up to 7500	

Exhibit E
PLANT OCCURRENCE FORM- Eldorado National Forest

Sensitive Watch List

OCCURRENCE NUMBER: Occ Number SCIENTIFIC NAME: Enter Name
 EXAMINERS: Enter Examiners JOB TITLE: Enter Title DATE: Select
 DISTRICT: Choose District QUAD: Choose Quad COUNTY: Choose County

UTM (NAD83, Zone 10): Enter UTM.

PHOTO IDs :

[Enter Habitat, Site Features, Disturbances]

LOCATION/DIRECTIONS (include hand drawn map on reverse as needed):

[Click here to enter text.](#)

IS THIS A NEW OCCURRENCE, EXTENSION, or REVISIT?

INITIAL ID/MONITORING HISTORY:

Enter Monitoring Information

ADDITIONAL FIELD WORK NEEDED? Yes / No

Suitability for monitoring:

[Click here to enter sampling ease](#)

Population Description:

Plants: Enter Density Estimate: Yes / No

Area (acres): [Enter Area.]

[Percent%] Vegetative

[Percent%] Flower/Bud,

[Percent%] Fruit/Dispersed

[Percent%] Seed/Juvenile

Evidence of:

disease, competition, predation,

collecting, trampling, or herbivory

Pollinator Observed? Yes / No

Pollinator Type: Choose an item.

Population Comments: distribution, changes in occurrence, etc.

Habitat:

Slope [% Enter Slope] **Elevation (ft.):** Enter Elevation **Aspect:** Choose an aspect

Light Exposure: Full Sun, Partial, Full Shade **Moisture:** Dry, Moist, Wet

Topography: Choose Location Type

Soil Type/Texture (Field / Map determination): Enter Soil Information.

Substrate: Choose an item.

Habitat Description: Plant Associates, Microhabitat, Timber type, etc.

Disturbances/Threats: Choose Threat, Choose Threat, Choose Threat

Disturbance or Threat Comment

Land Use Response/Comment: [Click here to enter text.](#)

Protection Measures Taken: [Click here to enter text.](#)

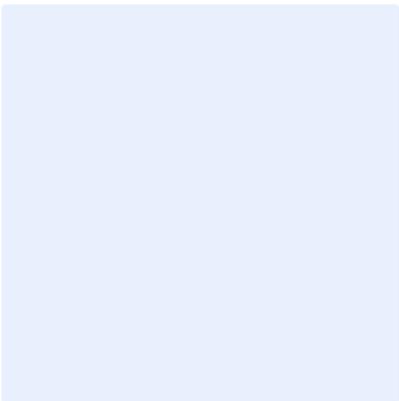
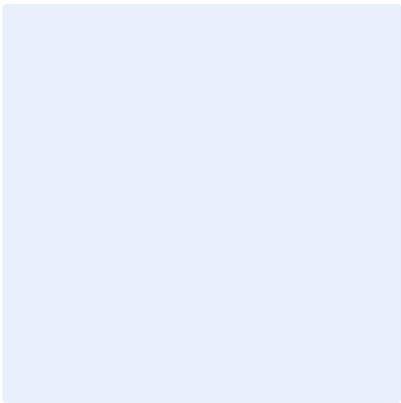


Exhibit F

Final Report Template

Eldorado NF
Forest Project Plan - NAME Botany Survey Final Report
Minimum Standard for the Final Report

Cover page, signed by Principal Botanist
Executive Summary
Table of Contents

I. Introduction

- a. Project Overview
- b. Purpose
- c. Project Location and Setting
- d. Maps

II. Methods

- a. Literature/Pre-field Reconnaissance
- b. Field Surveys (include dates and who surveyed)
- c. GPS/GIS Mapping Standards
- d. Constraints to Surveys and Field Data

III. Results

- a. Areas Surveyed
- b. Species Discovered
- c. Special habitats

IV. Discussion

- a) Survey results (any outstanding issues, potential habitats identified when target species are not identifiable, etc)
- b) Recommendations

V. References

VI. List of Contributors

VII. Attachments

- a) Original Occurrence Monitoring Forms
- b) Photos
- c) ArcGIS Layers (Invasive Plant Infestations, Survey Area)

Exhibit G

Gis Data Attribute Table

Area surveyed Feature required attributes		
Attribute	Values	Notes
Survey ID	FPP-NAME-XX	Each Survey area will be labeled starting with FPP-NAME-01. Survey IDs will start at the western edge of the project and will continue labeling units consecutively from west to east.
Target Focus	TESP-IS or IS	Roadside surveys targeted for invasive species should be labeled IS. All other surveys should be labeled TESP-IS where the target is both rare plants and invasive plants
Survey Type	Intuitive Controlled or Complete	
Visit Dates	MM/DD/YYYY	
Examiners		full names of all individuals that surveyed area
Rare plant targeted	NRCS codes of targeted species	
Rare habitat found	NRCS codes for species where suitable habitat was identified	
Rare Plant found	NRCS plant code for species detected in survey polygon	
Comments		Any specific comments from the survey
Invasive Feature required attributes		
Attribute	Value	notes
Infestation	SpCode-FPP-NAME-001 or existing Infestation ID for existing infestation.	Each new infestation will be labeled starting with NRCS plant codes followed by "FPP-NAME" and then assigned consecutive #s as found.
Date	MM/DD/YYYY	
Species Code	Uses USDA PLANTS database codes, which can be found at: http://plants.usda.gov/	
Examiner(s)	full name of consultant that identified or monitored the infestation	
% Cover		
Count	Number of plants observed	
Phenology	preflowering, flowering, fruiting, senescent	
Comments		
Photos		ID of photos taken for site

Rare Plant Feature required attributes		
Attribute	Value	notes
status	Sensitive, watch list, or California rare	
Site ID	Spcode-FPP-NAME-001 or existing ENF site ID	Each new infestation will be labeled starting with NRCS plant codes followed by "FPP-NAME" and then assigned consecutive #s as found.
Date	MM/DD/YYYY	
Species Code	Uses USDA PLANTS database codes, which can be found at: http://plants.usda.gov/	
Count	number of plants observed	
Examiners	full name of consultant that identified or monitored the infestation	

Special Habitat Feature required attributes		
Attribute	Value	notes
Habitat Type	lava cap, spring, fen, meadow	
Date	MM/DD/YYYY	
Examiners	full name of consultant that identified or monitored special habitat	
Comments	-	

Project photos required attributes		
Attribute	Value	notes
Photo type	Invasive, Sensitive, Watchlist, California rare, Habitat, General	
Photo ID	FPP-NAME-001	Each photo will be labeled starting with "FPP-NAME" and then assigned consecutive #s.
Date	MM/DD/YYYY	
Description		Description of photo
Attachment	-	Include attached photos in feature

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

CONSULTING SERVICES AGREEMENT

- Forest Projects Plan Phase 1 – Dogwood Project Implementation Services -

THIS CONSULTING SERVICES AGREEMENT (“Agreement” or “Contract”) is entered into as of January 23, 2026 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 Stewardship West, a California 501(c)3 Nonprofit Public Benefit Corporation (“Consultant”).

RECITALS

WHEREAS, AUTHORITY requires specialized consulting services related generally to the conduct of the Authority’s forest program and specifically to the implementation of the Forest Projects Plan Phase 1 – Dogwood Fuels Reduction Project funded by Cal Fire grant agreement 8GT240607; and

WHEREAS, AUTHORITY wishes to retain CONSULTANT for its knowledge and experience in forest stewardship project implementation, including collaboration with local, state, and federal agencies involved in forest work. 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 TO BE RENDERED BY CONSULTANT.

1.1 Consultant shall perform all tasks described in Exhibit A, Scope of Work (the “Work”) on the Schedule as described in Exhibit B, each attached and incorporated by this reference. All services shall be rendered with the care and skill ordinarily used by members of Consultant’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. Consultant shall be responsible for the technical accuracy of its services and documents resulting therefrom and Authority shall not be responsible for discovering deficiencies therein. Consultant shall correct such deficiencies without additional compensation unless such deficiency is directly attributable to defects in information furnished by Authority.

1.2 Consultant is authorized to proceed with the Work upon receipt of a Notice to Proceed and as directed by Authority. Upon receipt of the Notice to Proceed Consultant 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 Consultant 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 Consultant’s or Authority’s duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Consultant 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 and final payment made by the Authority, or in any event no later than December 31, 2027. Authority reserves the right to terminate this Agreement with or without cause on seven (7) days' written notice to Consultant. In the case of such early termination, Consultant 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 CONSULTANT. The Consultant will be compensated for actual work performed based on the rates and fees described in Exhibit C, Compensation, attached and incorporated by this reference. Consultant acknowledges and agrees the sole source of funding to compensate Consultant for performing the Work is Cal Fire grant agreement 8GT240607. Consultant shall submit monthly invoices indicating work completed and progress toward completion of each task. Invoices are to be sent electronically in PDF form to kkahling.landmark@outlook.com and megan.layheel@gmail.com. In no event shall compensation for completion of the Work exceed \$242,108.
6. INVOICING AND PAYMENT. Consultant shall submit, as noted in paragraph 5 above, monthly invoices for work performed. With each invoice the Consultant will submit a brief Progress Report that indicates the budget and completion status of each task. 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 Consultant within 15 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, Consultant 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. To defray carrying charges resulting from delayed payments, simple interest at the rate of 1 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.
7. SUPERVISION OF THE WORK.
 - 7.1. Consultant shall be solely responsible for all methods, techniques, sequences, and procedures, and shall coordinate all portions of the Work. Authority shall deal only through Consultant, who shall be responsible for the proper execution of the entire Work.
 - 7.2. Consultant shall be responsible to Authority for the acts and omissions of Consultant's employees, subconsultants, and their agents and employees, and any other persons performing any of the Work under a contract with Consultant.
8. ASSIGNMENTS. Consultant may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
9. CONSULTANT NOT EMPLOYEE OF AUTHORITY. It is understood that Consultant is not acting hereunder as an employee of Authority but solely as an independent Consultant. Consultant, 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, Consultant has no authority or responsibility to exercise any rights or power vested in Authority. It is understood by both Consultant and Authority that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.

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

11. INSURANCE.

11.1 Consultant shall take out and always maintain during the performance of any work to be done under the terms of this Agreement a policy or policies of insurance as follows:

11.1.1 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 Consultant's liability.

11.1.2 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 Consultant in the performance of the Agreement.

11.2 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 agrees that the insurance required above shall be always in effect during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant 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.

11.3 Certificates of insurance must include the following provisions:

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

11.3.2 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.

11.4 Consultant'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 Consultant's insurance and shall not contribute with it.

11.5 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 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) 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 Executive Officer, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11.6 Claims made policies: If any of the required policies provide coverage on a claims-made basis:

11.6.1 The retroactive date must be shown and must be before the date of the contract or the beginning of the contract work.

11.6.2 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.

11.6.3 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 Consultant must purchase "extended reporting" coverage for a minimum of four (4) years after completion of contract work.

12. 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, Consultant 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. Consultant 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.

13. OWNERSHIP OF DOCUMENTS. Consultant 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. Consultant 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 Consultant 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.

14. 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.

15. INDEMNIFICATION. Consultant 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 Consultant or Consultant's officers, agents,

employees, independent Consultants, subconsultants, or authorized representatives, unless such Claim arises out of the negligence or willful misconduct of Authority or its agents or employees.

16. NON-DISCRIMINATION. Consultant agrees that, in the performance of services under this Agreement, Consultant 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.

17. 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 Consultant: Kevin Zeman
Stewardship West
PO Box 2424
Arnold, CA 95223

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

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.

18. PROJECT PERSONNEL. Consultant shall not change key project personnel without advising the Authority.

19. CONFLICT OF INTEREST. Consultant 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. Consultant further agrees that in the event the Consultant 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.

20. CONTRACT EXECUTION. The individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.

21. 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.

22. 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.

23. 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.
24. 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.
25. INFORMATION PROVIDED BY CONSULTANT. Consultant 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 Consultant's sources are incorrect.
26. EXECUTIVE ORDER N-6-22. Consultant agrees to comply with the Governor's Executive Order regarding economic sanctions imposed in response to Russia's actions in Ukraine. These include, but are not limited to, the federal executive orders identified in Executive Order N-6-22 and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>).

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

CONSULTANT:
Stewardship West

BY: _____
Kevin Zeman, President/CEO

Federal Tax I.D. # 86-1846847

Exhibit A

Scope of Work

[Forest Projects Plan Phase 1 - Dogwood Fuels Reduction Project]

Task 1 – Project Management

1. Stewardship West will prepare monthly Stewardship West invoices to UMRWA. Invoices will include Stewardship West timesheets (and, if applicable, subcontractor timesheets/invoices) utilizing the LEI Time Tracker and LEI Invoice Template prepared for Stewardship West by LEI. (Jess DeSotle, Administrative Representative)
2. Stewardship West will email the monthly Stewardship West invoice packet to UMRWA (Megan Layhee) and Landmark Environmental, Inc. (Kelly Kahling) for approval and processing. (Jess DeSotle, Administrative Representative)
3. Participate in person at annual pre-field Partner meeting with the USFS to review delegations of authority, roles and responsibilities, project schedule, etc. (Gino Frederick, Forester)
4. Oversight and management of SW employees (Rob DeSotle, Program Manager/Director of Forestry).

Task 2 Pre-implementation Mapping and Flagging - Gino Frederick (Forester), Forestry Technician(s), Joe Faryniarz (Resource Specialist), and Madie Ropp (Resource Specialist)

1. Flagging, including stream protection zones and Sensitive Aquatic Features.
2. Refresh flagging (botanical, archeological, unit boundaries, etc.).
3. Assist with fire readiness inspections and tail-gate meetings with the Contractor(s). Fire readiness inspections will occur randomly during operations to ensure continued compliance.

Task 3 – Monitoring/Quality Control - Gino Frederick (Forester), Forestry Technician(s), Joe Faryniarz (Resource Specialist), and Madie Ropp (Resource Specialist)

As directed by the assigned LEI Forester(s):

1. Conduct on-the-ground field inspections prior to and during operations. Tasks may include:
 - a) Ensure all field personnel are geared with proper protective gear (e.g., hard hats, bear mace, first aid kits).
 - b) Using ARC GIS “Field Maps” software, collect data points to refine unit boundaries and other resource attributes for field unit and road number identification prior to operations. Identify unit entry points along roads with plastic tags.
 - c) Coordinate with USFS and Contractor to clear road access prior to operations. Coordinate as needed with USFS and private land inholdings such as SPI and others for road and gate access.
 - d) As needed, flag private property boundaries, verify arch site protection flagging, verify botanical resources protection flagging, flag stream course protection zones, and flag other areas as needed to protect resources.
 - e) Coordinate with LEI GIS Consultant and LEI field staff to ensure clear understanding of environmental protection measures (e.g., NEPA Design Criteria) and locations of sensitive areas

such as arch sites and sensitive plants. LEI GIS Consultant will prepare Avoidance Area Maps for reference prior to and during operations.

2. Monitor/Oversee Contractor's performance and ensure Contractor fulfills contract terms.
 - a) Ensure specified work is completed by Contractor in a thorough, workmanlike manner and in compliance with the Contractor's GSA terms, specifications, and schedule, and NEPA Design Criteria. This task may involve coordination with project botanists and archeologists.
 - b) Oversight of Contractor will involve on-the-ground inspections more frequently at first (3-4 times per week) and may taper off depending on experience with Contractor. Typically, a minimum of 2-3 days per week of on-the-ground inspections are needed during peak operations.
 - c) Incidents that involve potential resource damage must be immediately reported via in-person cell phone communication to the Field Operations Manager, and promptly followed up by an email to appropriate team members that describes the incident in question and the agreed upon follow-up actions.
 - d) Exercise responsibility for in-field administration and interpretation of terms and conditions of the Contractor's General Service Agreement, including Contractor in-field operations and performance, and for liaison and coordination between the Authority, Contractor, and USFS.
 - e) Coordinate with LEI personnel as needed to ensure Contractor's work meets project specifications.
3. Approve completed work and process Contractor invoices.
 - a) Prepare Acceptance of Work Forms (AWF) of Contractor's completed and accepted work.
 - b) Review accuracy and completeness of Contractor completed work invoices.
 - c) Email approved invoices and AWFs to LEI Forester and LEI Admin (Kelly Kahling) for grant invoicing, and UMRWA (Megan Layhee) for payment.
4. Report on Operations.
 - a) Submit via email weekly in-season (or monthly off-season) Project Status Report to designated UMRWA team members (John Quidachay, Megan Layhee).
 - b) Report to LEI Field Operations Manager roughly weekly (Fridays) on status of operations.
 - c) Participate in weekly field team Zoom meetings with LEI operations team as needed (1/2 hour to 1 hour) to coordinate field operations and operator oversight.
 - d) Participate in regularly scheduled, bi-weekly FPP-1 Team coordination calls (Tuesday at 1pm).
 - e) Maintain written log of all notable field actions including USFS approved work modifications and approved Contractor invoices.
 - f) Take photos of project area before and after treatment work is performed, and store/file/share those photographs for grant reporting purposes. Email photos to LEI (Karen Quidachay).
5. Team Communications (email, text, telephone). Successful completion of the Dogwood Project will require team rapport, trust, and timely and clear communication between all parties - UMRWA, SW and LEI. To that end the following guidelines are prescribed to ensure effective two-way communication and avoid inefficiencies and misunderstandings.
 - a) Team members will utilize best judgment in determining the most effective mode of communication, either by cell phone call for in-person discussion, or by email or text message.
 - b) In general, email communication should be relied upon for (1) quick updates, instructions, clarifying questions, or other non-urgent matters, and for (2) fact-based discussions that need to be understood by multiple individuals, documented in writing, and for sharing documents.

- c) To the extent possible, emails should be brief and should only be used when (1) the sender does not require immediate response from the email recipient(s), and when (2) the sender needs not to know when the recipient(s) receives the email communication.
- d) Email communications should not be used as the sole form of communication for urgent topics or those requiring problem-solving and discussion.
- e) Incidents that involve potential resource damage must be immediately reported via in-person cell phone communication and followed up by an email to team members that describes the incident in question and the agreed upon follow-up actions.
- f) Disputes associated with contract/specification interpretation will be communicated to the Field Operations Manager. The urgency for resolving the dispute will be considered in determining the appropriate form of communication (cell call, text, or email)

Exhibit B Schedule

Consultant shall execute Exhibit A Scope of Work tasks consistent with the schedule established in the Cal Fire grant agreement for the Forest Projects Plan – Dogwood Project Fuels Reduction Project (Grant Agreement No. GT24607).

Exhibit C Compensation

A. Consultant Hourly Rates

The following rates apply to work during the term of this agreement.

<u>Position</u>	<u>Hourly Rate</u>
Program Manager	\$160
Forester	\$120
Resource Specialist	\$120
Forestry Technician	\$ 80
Administrative Representative	\$ 85

No work is to be performed by positions not listed above without UMRWA’s prior written authorization.

[Hourly rate adjustments not to exceed 5% may be considered after July 1, 2026.]

B. Direct Costs

Eligible Direct Costs incurred by Consultant in fulfilling services described in Exhibit A will be reimbursed by Authority as follows.

- Vehicle mileage between Consultant’s office (and other recognized Stewardship West work locations) and project-related travel locations at applicable IRS rate.
- Parking and tolls.
- Extraordinary reproduction/copying, postage, or overnight delivery charges.
- Meal, transportation, lodging, and other travel expenses must be pre-approved to be eligible for reimbursement. And only those travel expenses allowed under the Cal Fire grant agreement may be reimbursable.
- Extraordinary reproduction/copying, postage, or overnight delivery charges.

C. Total compensation to Consultant assumes the approximately 1,386-acre Dogwood Project will be performed over two operating seasons, concluding by end of 2027.