



Upper Mokelumne River Watershed Authority

Supplemental Agenda Materials Packet - July 24, 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

Forest Projects Plan - Phase 1

Dogwood West Fuels Reduction Project; Bid Item 5

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

The maximum compensation payable to the Contractor shall not exceed six hundred thirty thousand four hundred forty three dollars **(\$630,443)** as shown below for the term of this Agreement.

Description	Unit of Measure	Estimated Quantity ¹	Unit Price	Extended Price ²
Dogwood West Item 5. Mastication (with Hand Treatment where mastication is unsuited or prohibited)	acre	309.8	\$2,035/Acre	\$630,443
TOTAL PRICE²	acre	309.8	xxxxxxx	\$630,443

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.

²Total Price is rounded up to the nearest dollar.

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*
Dogwood West Item 5.	Mastication (with Hand Treatment where mastication is unsuited or prohibited)	Acres	309.8
Total		Acres	309.8

*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, and existing down logs/chunks up to a 16 inch diameter. 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 up to a 16 inch diameter 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 and contact with the soil by the masticating head, 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.

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. **Unless otherwise authorized, work shall not commence until botanical surveys for Forest Service Sensitive Species and invasive plants have been completed.** Units may be reshaped or

dropped depending on the result of these surveys, which may change the total acreage available for treatment. The survey work will be ongoing early in the 2026 field season. The UMRWA Operations Manager or his designee shall assist the Contractor in coordinating its plan of operations with the botanical survey progression.

- 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. **Contractor may initiate project Work upon, but under no circumstances before, receipt of a Notice to Proceed issued 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.

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 preclude 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. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project, including wildfire mitigation or fuel reduction projects, shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.6 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, and wildfire mitigation and fuel reduction projects awarded on or after July 1, 2026, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the Authority has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the Authority and available for inspection by any interested party at www.dir.ca.gov/op/DPreWageDetermination.htm.
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.

- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the Authority, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the Authority will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

8. PAYROLL RECORDS & ELECTRONIC SUBMISSION

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.
- b. Upon request, the Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.

- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the Authority, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodeb.html>.

9. HOURS OF LABOR

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the Authority, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the Authority and to the Division of Labor Standards Enforcement of the State of California.

10. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

11. 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.

12. 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.

13. 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 supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the Authority, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures), the Project Manager will grant the Contractor an extension of the time to perform under the Contract.
- 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.

14. 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 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 megan.layhee1@gmail.com. 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.

Invoices shall be based on a per acre cost multiplied by the acres of whole units treated, as shown on Project Area Map, 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 (treated unit numbers, number of acres of fully treated units per the Project Area Map) 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. Contractor may initiate project Work upon, but under no circumstances before, receipt of a Notice to Proceed issued by UMRWA.

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.

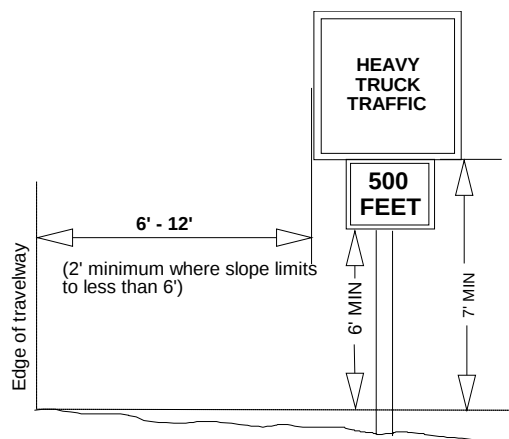


Figure 1: Sign Placement Dimensions

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
65		650	625	575	500

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.

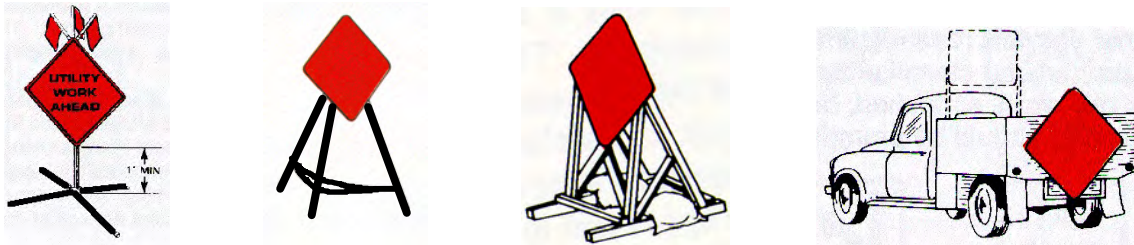
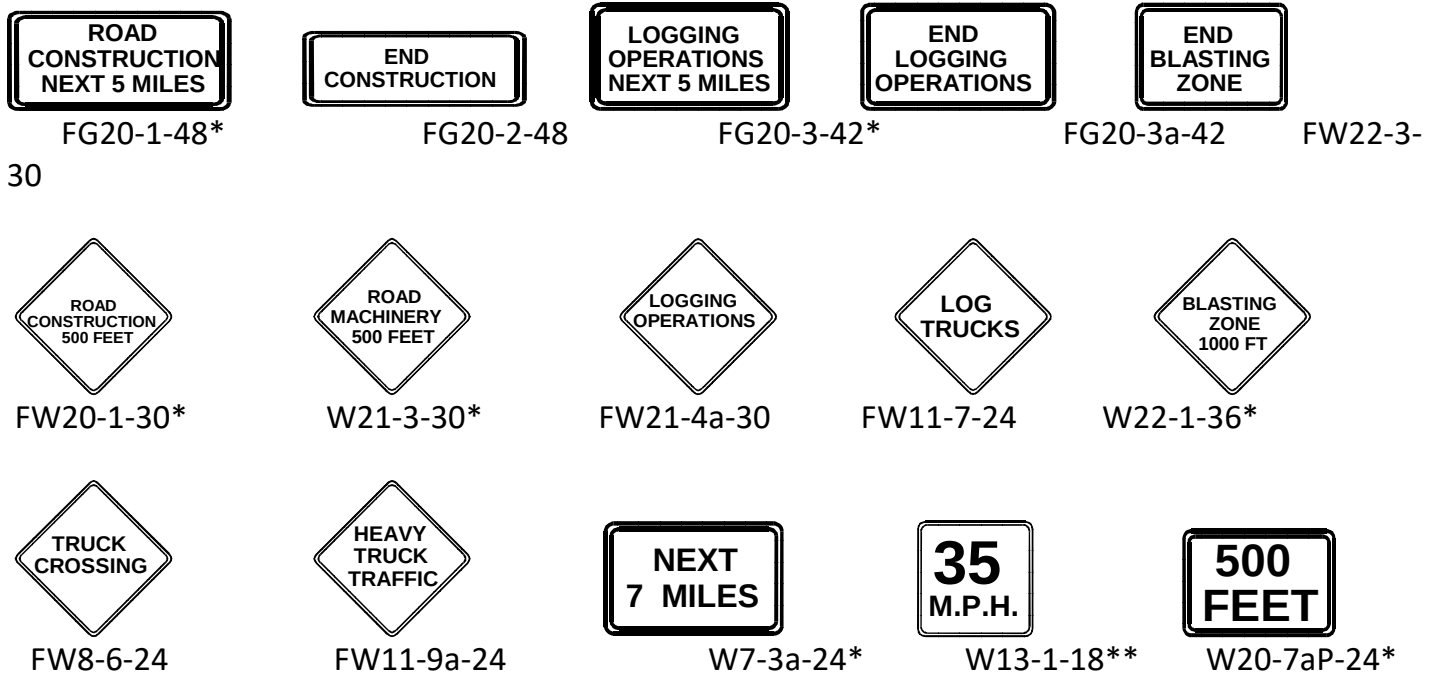


Figure 3: Examples of Temporary/Portable Supports

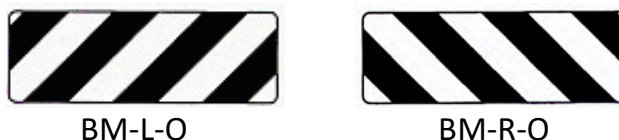
SIGNS

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



* 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 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 delimbing, 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 delimbers, 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:

T e m p	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
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 SI	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P 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	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
Ev	1. The following activities may operate all day: 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: 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: • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage 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.
E	The following activities may operate all day: 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. All other activities are prohibited.

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: _____

Dogwood West - Item 5

Unit	Treatment	Acres
1	Mechanical	5.7
2	Mechanical	41.5
3	Mechanical	33.5
4	Mechanical	29.6
5	Mechanical	9.3
6	Mechanical	31.1
7	Mechanical	26.9
8	Mechanical	37.8
9	Mechanical	70.9
10	Mechanical	23.5

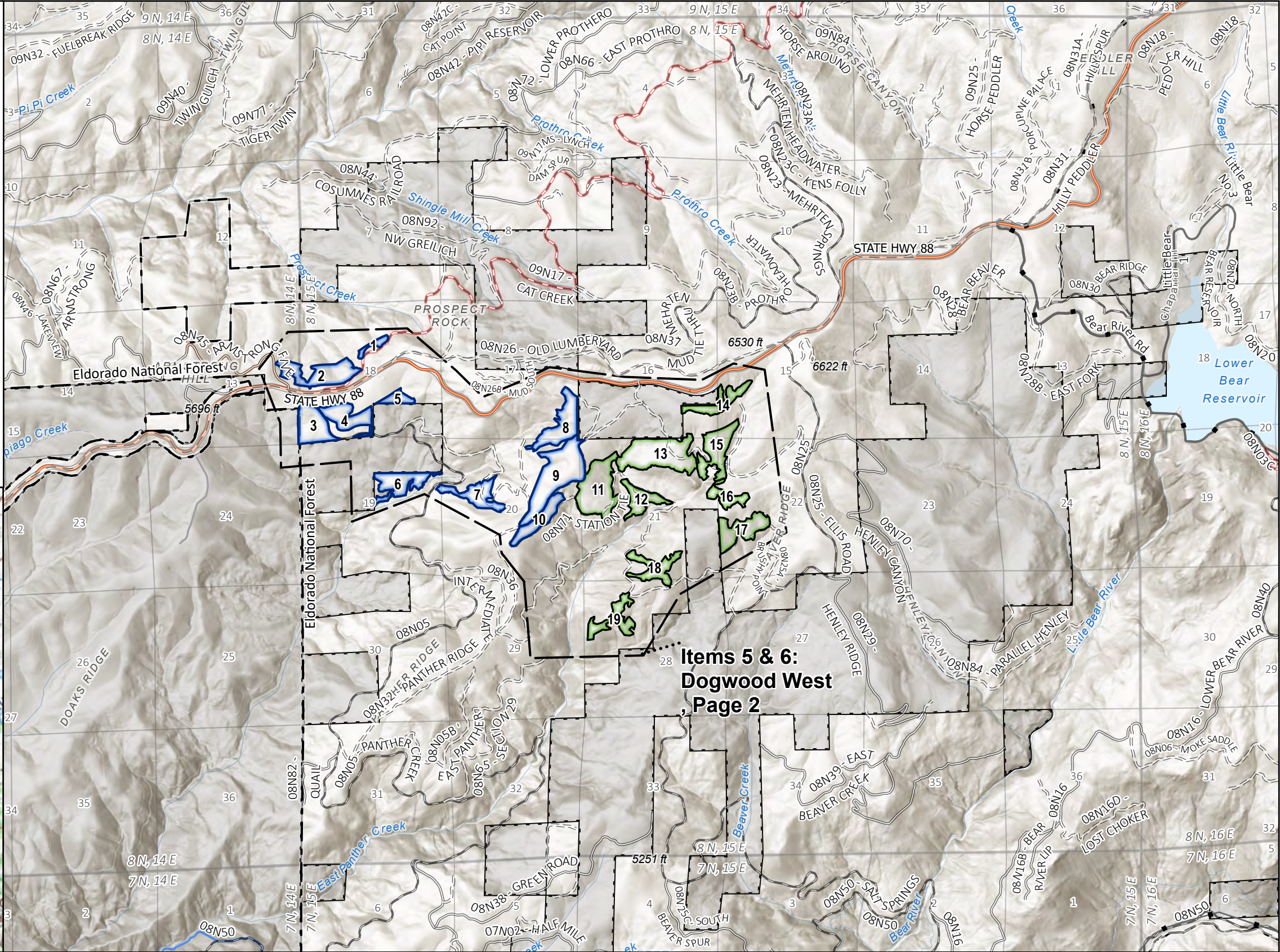
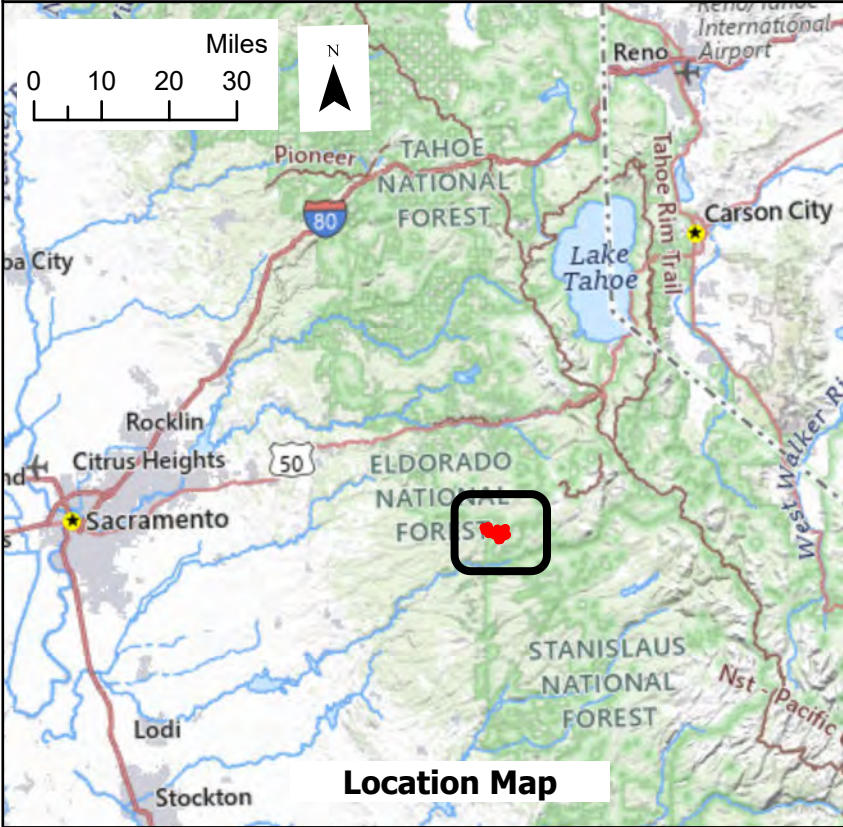
Dogwood West - Item 5
Mastication: 309.8ac

Dogwood West - Item 6

Unit	Treatment	Acres
11	Mechanical	57.4
12	Mechanical	22.3
13	Mechanical	66.7
14	Mechanical	22.4
15	Mechanical	37.6
16	Mechanical	15.2
17	Mechanical	32.8
18	Mechanical	25.4
19	Mechanical	25.3

Dogwood West - Item 5
Mastication: 305.1ac

Dogwood West - Item 5 & 6
Total Area: 614.9ac



Item 5. Dogwood West Mastication
Item 6. Dogwood West Mastication

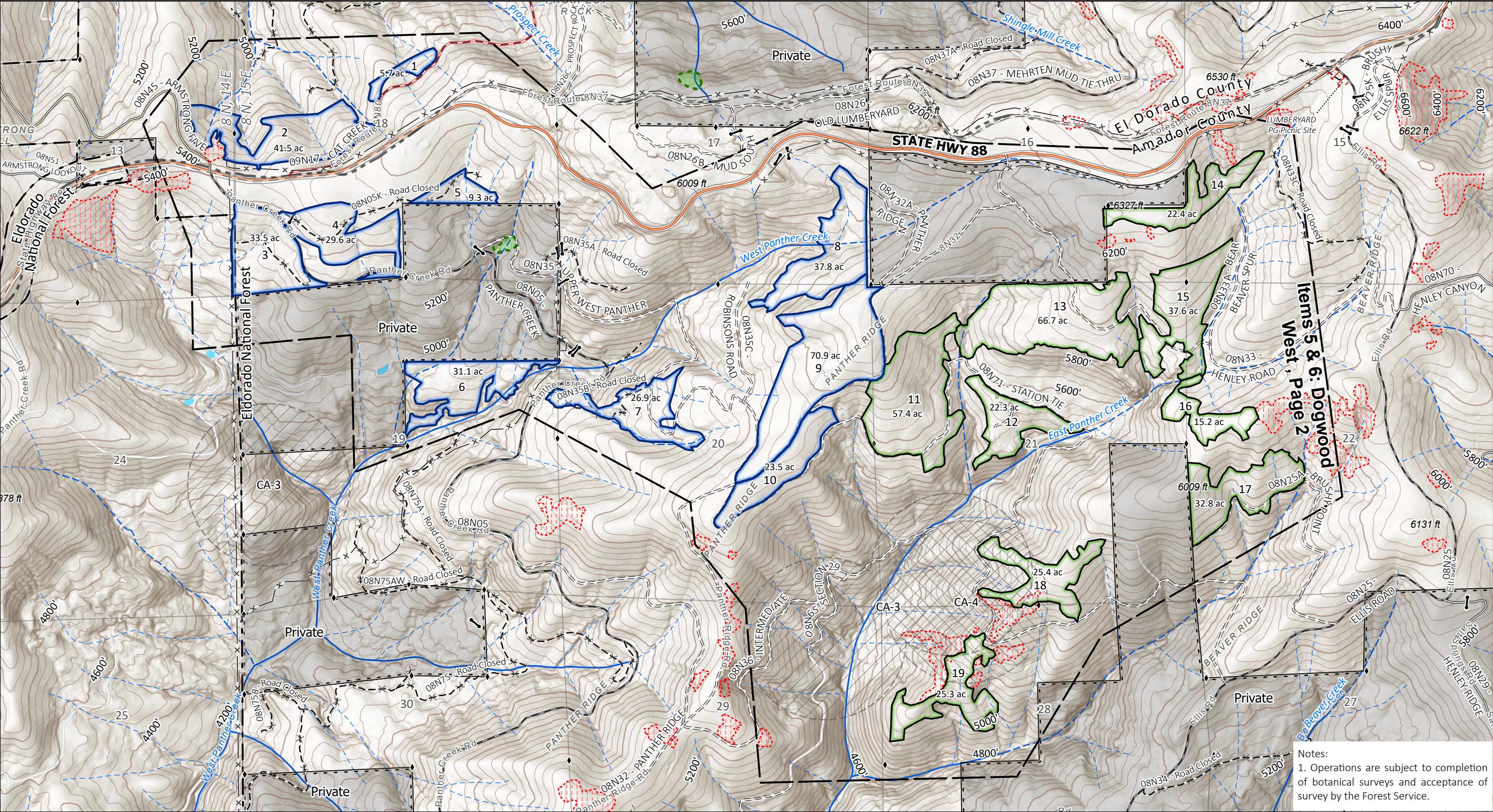
National Forest Boundary
US Forest Service Land
Non-FS Land
Electric Transmission Lines



UMRWA Forest Projects Plan Phase 1
Project Area Maps for
Dogwood West - Items 5 & 6

Date: June 5, 2026

Page 1 of 2



Notes:
1. Operations are subject to completion of botanical surveys and acceptance of survey by the Forest Service.

Map: A. Price

N

0 750 1,500 Feet

Scale: 1:18,000

Item 5. Dogwood West Mastication

Item 6. Dogwood West Mastication

Stream Protection Zone

- Perennial Stream
- Intermittent Stream
- Ephemeral Stream
- Meadow (ENF UC Davis 20240904)
- CA-3, LOP: Mar.1 to Aug. 31
- CA-4, LOP: Feb. 15 to Sept. 15

- Corner Marker (Protect)
- Electric Transmission Lines
- NF Trail
- Gate (Protect)
- Fence (Protect)

- National Forest Boundary
- US Forest Service Land
- Non-FS Land
- Recreation Sites (Protect)

Upper Mokelumne River Watershed Authority

CAL FIRE

LANDMARK ENVIRONMENTAL

FOREST SERVICE

U.S. DEPARTMENT OF AGRICULTURE

UMRWA Forest Projects Plan Phase 1

Project Area Map for

Dogwood West - Items 5 & 6

Date: June 5, 2026

Page 2 of 2

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

GENERAL SERVICES AGREEMENT

Forest Projects Plan - Phase 1

Dogwood West Fuels Reduction Project; Bid Item 6

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 KRISMAN ENTERPRISES, 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

The maximum compensation payable to the Contractor shall not exceed eight hundred sixty thousand nine hundred ninety three dollars **(\$860,993)** as shown below for the term of this Agreement.

Description	Unit of Measure	Estimated Quantity ¹	Unit Price	Extended Price
Dogwood West Item 6. Mastication (with Hand Treatment where mastication is unsuited or prohibited)	acre	305.1	\$2,822/Acre	\$ 860,993
TOTAL PRICE²	acre	305.1	xxxxxxx	\$860,993

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.

²Total Price is rounded up to the nearest dollar.

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: Krisman Enterprises, Inc.
Tyler Krisman, Owner
13870 Mine Ct.
Pine Grove, CA 95665

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: _____
Tyler Krisman, Owner

DATE: _____

DATE: _____

FEDERAL TAX I.D. No.: 41-4771015

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*
Dogwood West Item 6.	Mastication (with Hand Treatment where mastication is unsuited or prohibited)	Acres	305.1
Total		Acres	305.1

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

All Items. Mastication and Hand Treatment

- Unit boundaries are identified virtually or as flagged on the ground with blue flagging.
- Contractor shall be required to navigate virtual unit boundary using GPS.
- 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).
- 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

- 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.
- 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, and existing down logs/chunks up to a 16 inch diameter. 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 up to a 16 inch diameter 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 and contact with the soil by the masticating head, 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.

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. **Unless otherwise authorized, work shall not commence until botanical surveys for Forest Service Sensitive Species and invasive plants have been completed.** Units may be reshaped or

dropped depending on the result of these surveys, which may change the total acreage available for treatment. The survey work will be ongoing early in the 2026 field season. The UMRWA Operations Manager or his designee shall assist the Contractor in coordinating its plan of operations with the botanical survey progression.

- 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. **Contractor may initiate project Work upon, but under no circumstances before, receipt of a Notice to Proceed issued 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.

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

CONTENTS

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

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 preclude 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. PREVAILING WAGES & DIR REGISTRATION

- a. Please see www.dir.ca.gov for further information regarding the below.
- b. All Contractors and Subcontractors of any tier bidding on, or offering to performing work on a public works project, including wildfire mitigation or fuel reduction projects, shall first be registered with the State Department of Industrial Relations (DIR) pursuant to Section 1725.6 of the Labor Code. No bid will be accepted nor any contract entered into without proof of the Contractor and Subcontractors' current registration with the DIR (LC § 1771.1).
- c. All public works projects awarded after January 1, 2015, and wildfire mitigation and fuel reduction projects awarded on or after July 1, 2026, are subject to compliance monitoring and enforcement by the DIR (LC § 1771.4) and all Contractors are required post job site notices, "as prescribed by regulation" (LC § 1771.4).
- d. To the extent applicable, pursuant to Section 1773 of the Labor Code, the Authority has obtained from the Director of Industrial Relations of the State of California, the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification, or type of worker needed to execute the contract. Pursuant to Section 1773.2 of the Labor Code, a copy of the prevailing wage rates is on file with the Authority and available for inspection by any interested party at www.dir.ca.gov/op/DPreWageDetermination.htm.
- e. The holidays upon which such rates shall be paid shall be all holidays recognized in the collective bargaining agreement applicable to the particular craft, classification, or type of worker employed on the Work.
- f. The Contractor shall post a copy of the general prevailing rate of per diem wages at the jobsite pursuant to Section 1773.2 of the Labor Code.

- g. Pursuant to Section 1774 of the Labor Code, the Contractor and any of its Subcontractors shall not pay less than the specified prevailing rate of wages to all workers employed in the execution of the contract.
- h. As set forth with more specificity in Section 1773.1 of the Labor Code, "per diem" wages include employer payments for health and welfare, pension, vacation, travel, subsistence and, in certain instances, apprenticeship or other training programs, and shall be paid at the rate and in the amount spelled out in the pertinent prevailing wage determinations issued by the Director of Industrial Relations.
- i. The Contractor shall, as a penalty to the State or the Authority, forfeit not more than the maximum set forth in Section 1775 of the Labor Code for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for the work or craft in which the worker is employed under the contract by the Contractor or by any Subcontractor under him. The difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which such worker was paid less than the stipulated prevailing wage rate shall be paid to such worker by the Contractor.
- j. The specified wage rates are minimum rates only and the Authority will not consider and shall not be liable for any claims for additional compensation made by the Contractor because of its payment of any wage rate in excess of the general prevailing rates. All disputes in regard to the payment of wages in excess of those specified herein shall be adjusted by the Contractor at its own expense.
- k. General prevailing wage determinations have expiration dates with either a single asterisk or a double asterisk. Pursuant to California Code of Regulations, Title 8, Section 16204, the single asterisk means that the general prevailing wage determination shall be in effect for the specified contract duration. The double asterisk means that the predetermined wage modification shall be paid after the expiration date. No adjustment in the Contract Sum will be made for the Contractor's payment of these predetermined wage modifications.

8. PAYROLL RECORDS & ELECTRONIC SUBMISSION

- a. The Contractor and each Subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed in connection with the Work. The payroll records shall be certified and shall be available for inspection in accordance with the provisions of Section 1776 of the Labor Code. Certified payroll records shall be on the forms provided by the DIR or contain the same information required on the Department's form.
- b. Upon request, the Contractor shall submit for each week in which any contract Work is performed a copy of all payroll records to the Project Manager. The Contractor shall be responsible for submission of copies of payroll records of all Subcontractors.
- c. The Contractor or Subcontractor shall certify the payroll records as shown on the DIR form. In addition, the records shall be accompanied by a statement signed by the Contractor or Subcontractor certifying that the classifications truly reflect the Work performed and that the wage rates are not less than those required to be paid.

- d. For public works projects awarded on or after April 1, 2015, or that are still ongoing after April 1, 2016, no matter when awarded, each Contractor and Subcontractor shall furnish the certified payroll related records as more specifically described above and in Labor Code section 1776 directly to the Labor Commissioner (see LC § 1771.4). These records shall be provided to the Labor Commissioner at least monthly or more frequently if required by the terms of the Contract. For exception on projects covered by collective bargaining agreements like a PLA, please see Labor Code section 1771.4.
- e. In the event of noncompliance with the requirements of Section 1776 of the Labor Code, the Contractor shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such Contractor must comply with said Section. Should noncompliance still be evident after such 10-day period, the Contractor shall, as a penalty to the State or the Authority, forfeit the amount set forth in Section 1776 of the Labor Code for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due.
- f. The Contractor and every Subcontractor shall post at the workplace and comply with all required wage related workplace postings. Copies of the required postings may be downloaded or ordered electronically from the Department of Industrial Relations website at <http://www.dir.ca.gov/wpnodeb.html>.

9. HOURS OF LABOR

Pursuant to the provisions of Sections 1810, et seq. of the Labor Code and any amendments thereof:

- a. Eight hours of labor constitutes a legal day's Work under the contract.
- b. The time of service of any worker employed upon the work shall be limited and restricted to eight hours during any one calendar day, and forty hours during any one calendar week except as provided in Article 13.iv below.
- c. The Contractor shall, as a penalty to the State or the Authority, forfeit the amount set forth in Section 1813 of the Labor Code for each worker employed in the execution of the contract by the Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any calendar day and forty hours in any one calendar week in violation of this Article and the provisions of Labor Code, Sections 1810, et seq.
- d. Work performed by employees of the Contractor in excess of eight hours per day, and forty hours during any one calendar week, shall be permitted upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.
- e. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the Work; the record shall be kept open at all reasonable hours to the inspection of the Authority and to the Division of Labor Standards Enforcement of the State of California.

10. EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

11. 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.

12. 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.

13. 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 supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the Authority, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures), the Project Manager will grant the Contractor an extension of the time to perform under the Contract.
- 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.

14. 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 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 megan.layhee1@gmail.com. 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.

Invoices shall be based on a per acre cost multiplied by the acres of whole units treated, as shown on Project Area Map, 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 (treated unit numbers, number of acres of fully treated units per the Project Area Map) 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. Contractor may initiate project Work upon, but under no circumstances before, receipt of a Notice to Proceed issued by UMRWA.

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.

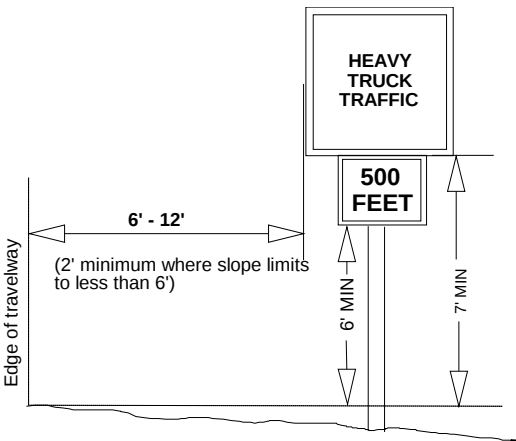


Figure 1: Sign Placement Dimensions

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
65		650	625	575	500

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.

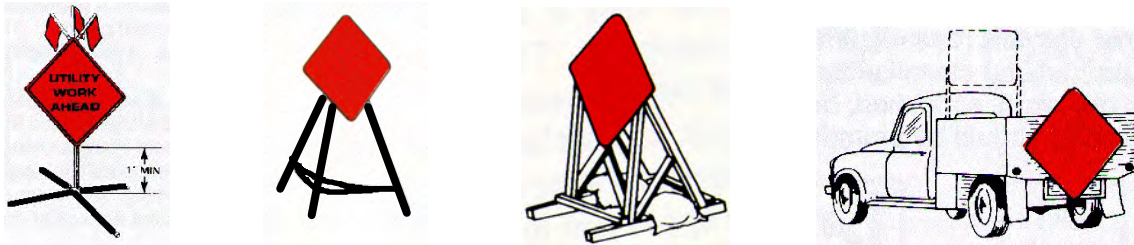
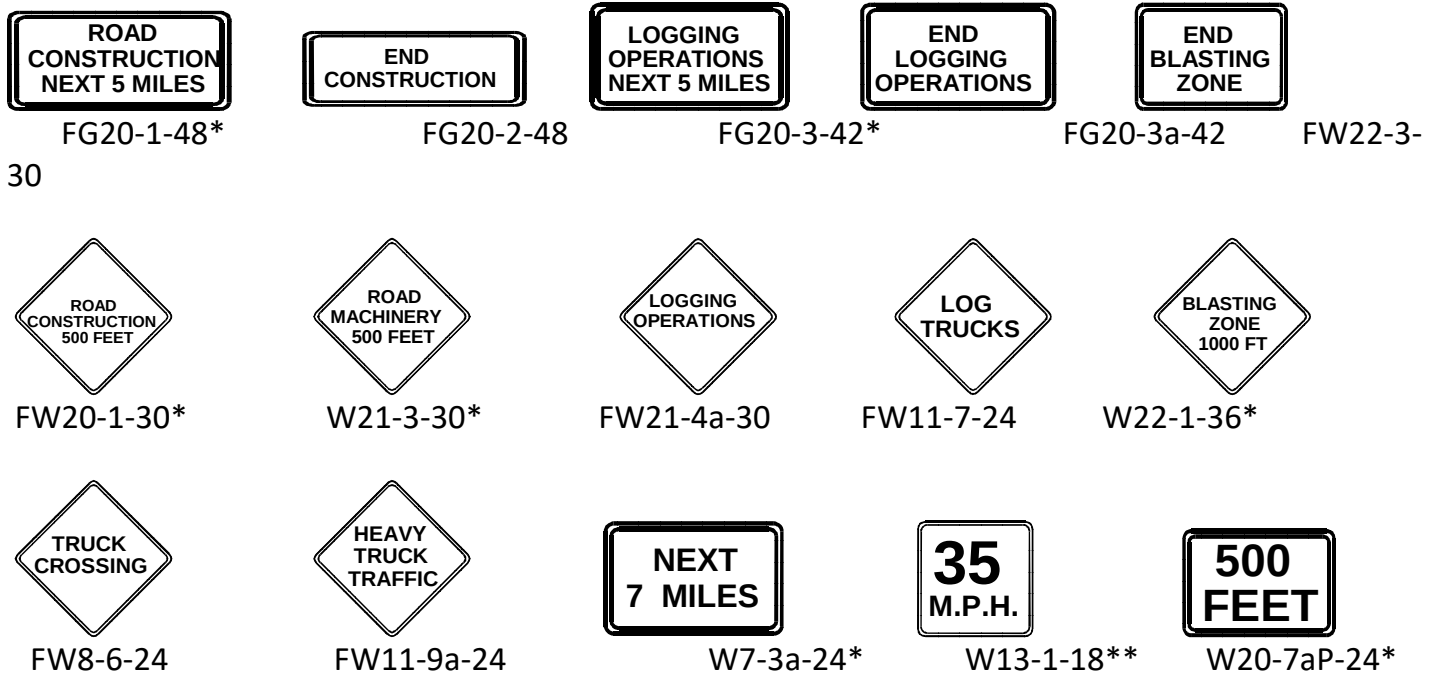


Figure 3: Examples of Temporary/Portable Supports

SIGNS

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



* 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 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 delimbing, 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 delimbers, 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:

T e m p	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
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 SI	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P 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	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
Ev	1. The following activities may operate all day: 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: 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: • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage 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.
E	The following activities may operate all day: 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. All other activities are prohibited.

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: _____

Dogwood West - Item 5

Unit	Treatment	Acres
1	Mechanical	5.7
2	Mechanical	41.5
3	Mechanical	33.5
4	Mechanical	29.6
5	Mechanical	9.3
6	Mechanical	31.1
7	Mechanical	26.9
8	Mechanical	37.8
9	Mechanical	70.9
10	Mechanical	23.5

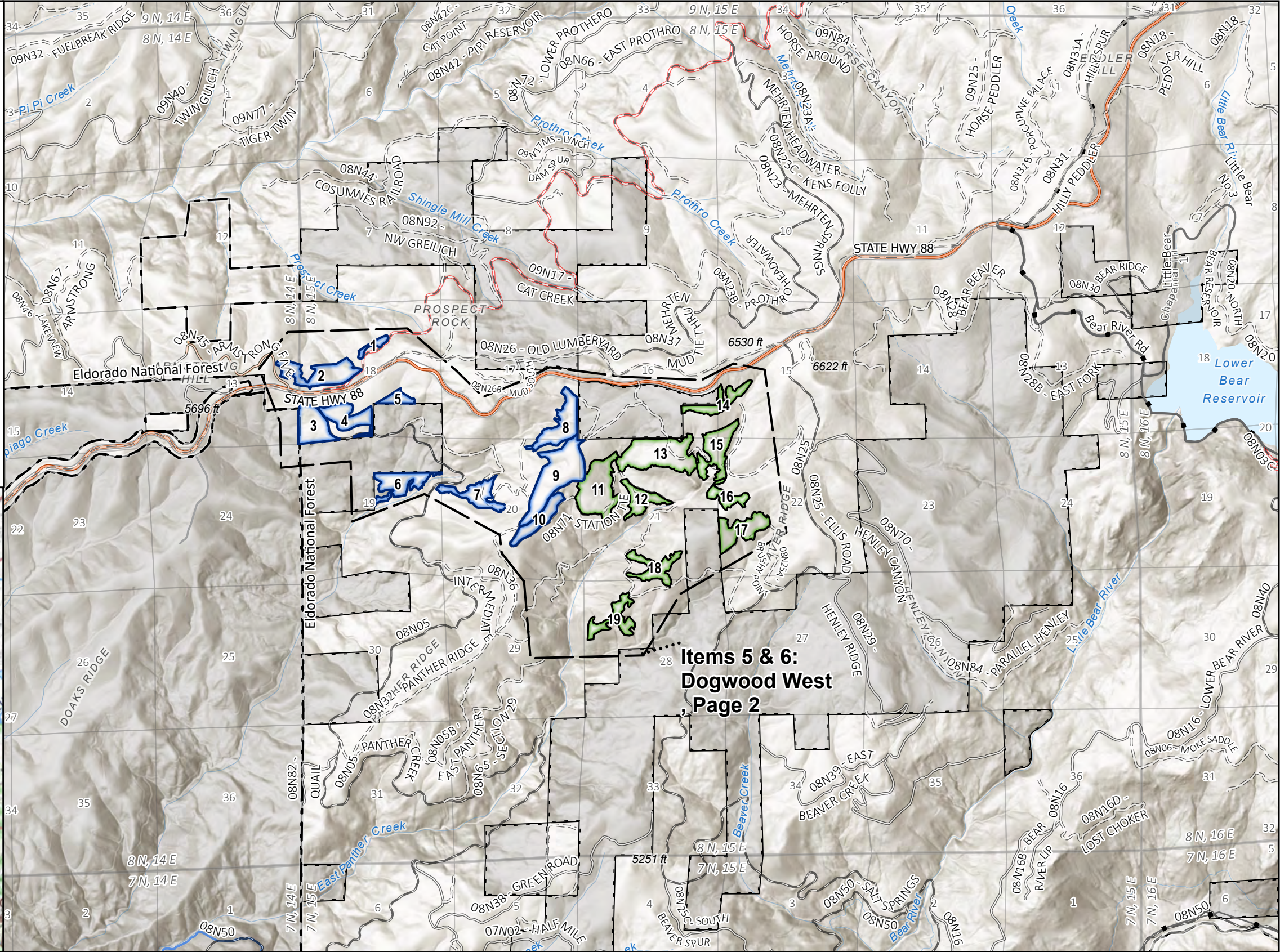
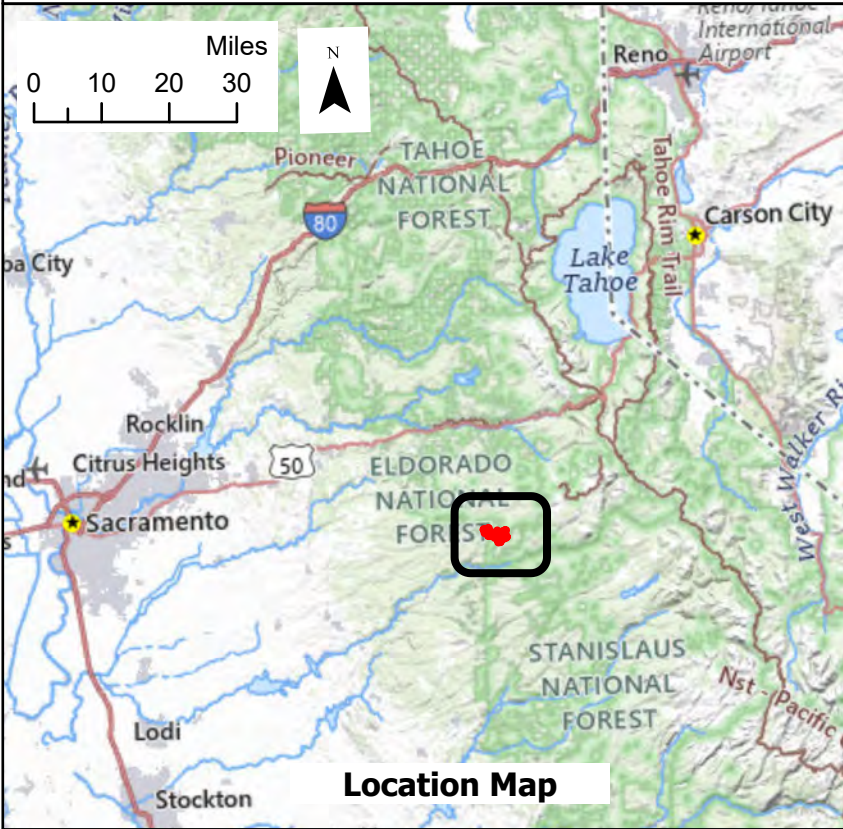
Dogwood West - Item 5
Mastication: 309.8ac

Dogwood West - Item 6

Unit	Treatment	Acres
11	Mechanical	57.4
12	Mechanical	22.3
13	Mechanical	66.7
14	Mechanical	22.4
15	Mechanical	37.6
16	Mechanical	15.2
17	Mechanical	32.8
18	Mechanical	25.4
19	Mechanical	25.3

Dogwood West - Item 5
Mastication: 305.1ac

Dogwood West - Item 5 & 6
Total Area: 614.9ac



Item 5. Dogwood West Mastication
Item 6. Dogwood West Mastication

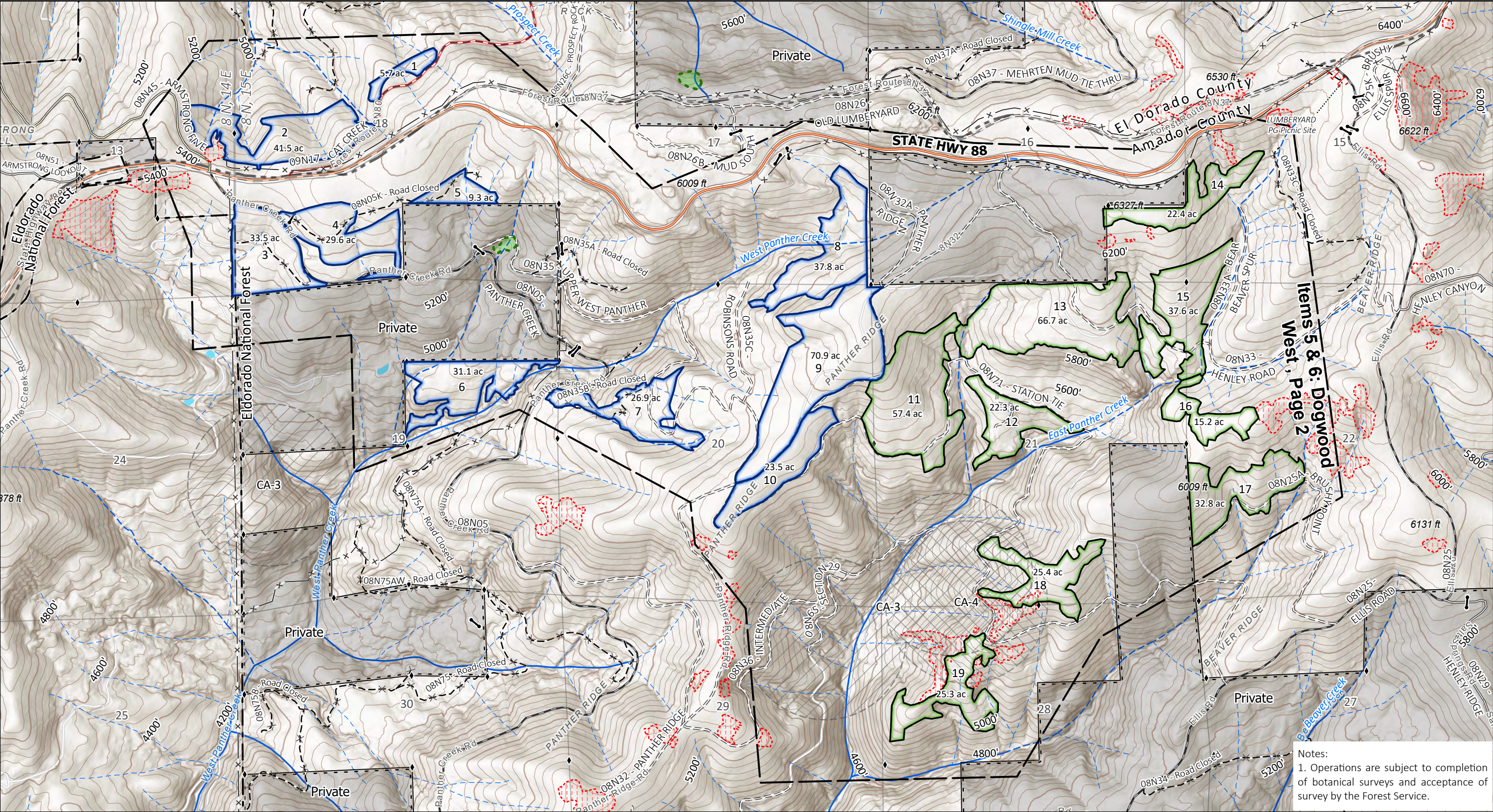
National Forest Boundary
US Forest Service Land
Non-FS Land
Electric Transmission Lines



UMRWA Forest Projects Plan Phase 1
Project Area Maps for
Dogwood West - Items 5 & 6

Date: June 5, 2026

Page 1 of 2



Notes:
1. Operations are subject to completion of botanical surveys and acceptance of survey by the Forest Service.

N

0 750 1,500 Feet

Scale: 1:18,000

Item 5. Dogwood West Mastication

Item 6. Dogwood West Mastication

Stream Protection Zone

- Perennial Stream
- Intermittent Stream
- Ephemeral Stream
- Meadow (ENF UC Davis 20240904)
- CA-3, LOP: Mar.1 to Aug. 31
- CA-4, LOP: Feb. 15 to Sept. 15

- Corner Marker (Protect)
- Electric Transmission Lines
- NF Trail
- Gate (Protect)
- Fence (Protect)

- National Forest Boundary
- US Forest Service Land
- Non-FS Land
- Recreation Sites (Protect)

Upper Mokelumne River Watershed Authority

CAL FIRE

LANDMARK ENVIRONMENTAL

FOREST SERVICE U.S. DEPARTMENT OF AGRICULTURE

UMRWA Forest Projects Plan Phase 1

Project Area Map for

Dogwood West - Items 5 & 6

Date: June 5, 2026

Page 2 of 2

CONSULTING AGREEMENT
for
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this 24th day of July 2026, by and between the **UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**, a public entity, herein called "UMRWA" or "AUTHORITY", and RICHARD SYKES, herein called "CONSULTANT".

WITNESSETH

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

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

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

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
2. Compensation. AUTHORITY agrees to pay CONSULTANT at the rate of \$170 per hour for services under this Agreement provided the total Member Funded costs shall not exceed the funding allocated in the annual UMRWA budget, and Grant Funded costs are paid by grant funds specifically allocated for grant-funded work tasks. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority.
3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective, and work may commence on October 1, 2026. The agreement shall terminate October 31, 2028 unless extended in writing as may be mutually agreed.
4. Billing and Payment.
 - (a) Member Funded Work - CONSULTANT shall invoice AUTHORITY not more frequently than monthly for services rendered pursuant to Exhibit A (1) Member Funded Work, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date services were performed. Consultant shall provide any information that will assist AUTHORITY in performing any audit of the invoices.

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

(b) Grant Funded Work – CONSULTANT shall invoice the applicable funding authority (e.g. SNC, DWR, US Forest Service) for services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be consistent with the requirements of the applicable funding authority. Under no circumstances shall Member funds be used to compensate CONSULTANT for Grant Funded Work unless specifically authorized by the Board of Directors. Retention of up to 10% may be withheld from invoice payments to CONSULTANT if required by applicable funding authority rules.

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

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

Richard Sykes
131 Nova Drive
Piedmont, CA
94610-1058

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

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

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

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

12. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State

Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.

13. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.
14. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
15. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
17. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
18. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
19. Terms. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than October 31, 2028. The terms of this Agreement may be amended only in writing signed by both parties.

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

**UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY**

CONSULTANT

By: _____

By: _____

Terry Woodrow, Chair

Richard Sykes

EXHIBIT A

SCOPE OF SERVICES – EXECUTIVE OFFICER

(1) MEMBER FUNDED WORK

Board and Authority Administration

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

Watershed Education Program

1. Facilitate annual MLLT contract review, execution and compliance.

Forest Health Program

1. Direct the Forest Health Program.
2. Direct completion of implementation projects as per the Forest Projects Plan Phase 1.
3. Oversee work on the MAC Project (Forest Projects Plan Phase 2).

Grants Programs

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

(2) GRANT FUNDED WORK

Grant Programs - Administer and/or co-administer UMRWA awarded grants and oversee completion of program tasks as specified in grant agreements awarded to UMRWA prior to or during the term of this agreement.

EXHIBIT B

COMPENSATION

A. Hourly Rate - \$170.00 per hour

B. Direct Costs

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

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

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

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

CONSULTING AGREEMENT
for
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this 24th day of July 2026, by and between the **UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**, a public entity, herein called "UMRWA" or "AUTHORITY", and LAYHEE ENVIRONMENTAL CONSULTING LLC, herein called "CONSULTANT".

WITNESSETH

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

WHEREAS, AUTHORITY wishes to retain CONSULTANT, for her knowledge and experience in grant, project, and agency administration, and familiarity with Member Agency needs and interests. CONSULTANT represents that he has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

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

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
2. Compensation. AUTHORITY agrees to pay CONSULTANT at the rate of \$127 per hour for services under this Agreement provided the total Member Funded costs shall not exceed the funding allocated in the annual UMRWA budget, and Grant Funded costs are paid by grant funds specifically allocated for grant-funded work tasks. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority. CONSULTANT's rate may be periodically adjusted with approval by Authority's Executive Officer.
3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective, and work may commence on October 1, 2026. The agreement shall terminate October 31, 2028 unless extended in writing as may be mutually agreed.
4. Billing and Payment.
 - (a) Member Funded Work - CONSULTANT shall invoice AUTHORITY not more frequently than monthly for services rendered pursuant to Exhibit A (1) Member Funded Work, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date services were performed. Consultant shall provide any information that will assist AUTHORITY in performing any audit of the invoices.

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

(b) Grant Funded Work – CONSULTANT shall invoice the applicable funding authority (e.g. SNC, WCB, US Forest Service) for services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be consistent with the requirements of the funding authority. Under no circumstances shall any Member funds be used to compensate CONSULTANT for Grant Funded Work unless specifically authorized by the Executive Officer. Retention of up to 10% may be withheld from invoice payments to CONSULTANT if required by the authority.

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

9. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

Megan Layhee
Layhee Environmental Consulting
PO Box 5551
Sonora, CA 95370

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

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

10. Indemnity. CONSULTANT agrees to indemnify and hold harmless AUTHORITY and AUTHORITY'S agents and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority) of whatever kind or nature (collectively "Claims"), that arise out of or are in any way connected with any willful misconduct or any negligent error, act or omission of CONSULTANT or CONSULTANT'S authorized representative, unless resulting from the sole negligence, active negligence, or willful misconduct of an indemnified party.

11. Insurance. CONSULTANT shall take out and maintain during the life of the Agreement automobile insurance, in the minimum amount of \$300,000/\$500,000, covering CONSULTANT'S operation of his motor vehicle. CONSULTANT shall furnish a certificate of insurance and policy endorsements satisfactory to Authority Executive Officer if requested as evidence that the insurance required above is being maintained.

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

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

13. No Assignment or Modifications. This Agreement is to be binding on the successors and

assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.

14. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
15. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
17. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
18. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
19. Terms. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than October 31, 2028. The terms of this Agreement may be amended only in writing signed by both parties.

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

**UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY**

CONSULTANT

By: _____

By: _____

Richard Sykes, Executive Officer

Megan Layhee

EXHIBIT A

SCOPE OF SERVICES - ADMINISTRATIVE OFFICER

(1) MEMBER FUNDED WORK

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

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

Watershed Education Program

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

Grants Programs

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

(2) GRANT FUNDED WORK

USFS, Sierra Nevada Conservancy, Cal Fire and/or other Funding Programs - Under the direction of the Executive Officer, administer and/or co-administer UMRWA funding awards and oversee completion of program tasks as specified in existing Board approved Supplemental Project Agreements and grant agreements and other grants as may be awarded to UMRWA during the term of this agreement. Provide other services (planning, mapping, project management), as directed by the Executive Officer to support grant funded projects. These additional services, such as Forest Program management, may be paid at a rate higher than the rate indicated in paragraph 2 dependent upon approval of the Executive Officer.

EXHIBIT B
COMPENSATION

A. Hourly Rate - \$127.00 per hour. This rate may be periodically adjusted with approval of the UMRWA Executive Officer.

B. Direct Costs

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

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

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

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

CONSULTING AGREEMENT
for
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this 24th day of July 2026, by and between the **UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**, a public entity, herein called "UMRWA" or "AUTHORITY", and ROB ALCOTT, herein called "CONSULTANT".

WITNESSETH

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

WHEREAS, AUTHORITY wishes to retain CONSULTANT, for his knowledge and experience in project and organizational planning, program administration, and related tasks and activities. CONSULTANT represents that he has the experience, qualifications, and expertise to perform said services in a professional and competent manner; and

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

1. Services. CONSULTANT agrees to furnish services as set forth in the Scope of Services attached hereto as Exhibit "A" and incorporated herein.
2. Compensation. AUTHORITY agrees to pay CONSULTANT at the rate of \$160 per hour for services under this Agreement provided the total Member Funded costs shall not exceed the funding allocated in the annual UMRWA budget, and Grant Funded costs are paid by grant funds specifically allocated for grant-funded work tasks. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority.
3. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective, and work may commence on October 1, 2026. The agreement shall terminate October 31, 2028 unless extended in writing as may be mutually agreed.
4. Billing and Payment.
 - (a) Member Funded Work - CONSULTANT shall invoice AUTHORITY not more frequently than monthly for services rendered pursuant to Exhibit A (1) Member Funded Work, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date services were performed. Consultant shall provide any information that will assist AUTHORITY in performing any audit of the invoices.

AUTHORITY will pay CONSULTANT within thirty (30) days after receipt of a proper CONSULTANT invoice approved in writing by the Authority Executive Officer.

CONSULTANT agrees to use every appropriate method to contain its fees and costs under this Agreement.

(b) Grant Funded Work – CONSULTANT shall invoice the applicable funding authority (e.g. SNC, DWR, US Forest Service) for services performed pursuant to Exhibit A (2) Grant Funded Work. The frequency and form of CONSULTANT invoices shall be consistent with the requirements of the funding authority. Under no circumstances shall any Member funds be used to compensate CONSULTANT for Grant Funded Work unless specifically authorized by the Executive Officer. Retention of up to 10% may be withheld from invoice payments to CONSULTANT if required by applicable funding authority rules.

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

9. Notice. Any notice or communication given under this Agreement shall be effective when deposited postage prepaid with the United States Postal Service and addressed to the contracting parties as follows:

Rob Alcott
374 Piper Street
Healdsburg, CA 95448

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

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

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

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

12. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
13. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and

except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.

14. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
15. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
16. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
17. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
18. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
19. Terms. Unless terminated pursuant to Article 5 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in any event no later than October 31, 2028. The terms of this Agreement may be amended only in writing signed by both parties.

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

**UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY**

By: _____

Richard Sykes, Executive Officer

CONSULTANT

By: _____

Rob Alcott

EXHIBIT A

SCOPE OF SERVICES - PLANNING OFFICER

(1) MEMBER FUNDED WORK

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

1. Draft Board meeting agendas and staff reports
2. Attend Governing Board meetings when required
3. Coordinate with the Authority Secretary and UMRWA consultants and contractors as necessary
4. Travel to Board meetings and other venues as required by the Executive Officer
5. Follow-up and implement Board actions as necessary
6. Support Administrative Officer
7. Coordinate activities under the Authority's Stewardship Agreements with Eldorado and Stanislaus National Forests
8. Develop and support Forest Program partnership efforts
9. Perform other Authority-related tasks as may be directed by the Executive Officer

Grants Programs

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

(2) GRANT FUNDED WORK

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

EXHIBIT B
COMPENSATION

A. Hourly Rate - \$160.00 per hour

B. Direct Costs

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

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

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

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

CONSULTING AGREEMENT
for
UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

THIS AGREEMENT is entered into this 24th day of July 2026, by and between UPPER MOKELUMNE RIVER WATERSHED AUTHORITY, a public entity, herein called "AUTHORITY", and LANDMARK ENVIRONMENTAL INC., a California Corporation, herein called "CONSULTANT".

WITNESSETH

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

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

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

1. Services and Compensation. CONSULTANT agrees to furnish, and AUTHORITY agrees to pay CONSULTANT for services under this Agreement as generally described in Exhibit A and in accordance with the rates (as periodically adjusted with approval by Authority's Executive Officer) in Exhibit B, both incorporated herein, provided total Member Funded Work costs shall not exceed Board approved UMRWA budget amounts. All work and associated costs will be described in a mutually agreed Task Order(s) issued by the Executive Officer. Grant-related work costs shall not exceed the funding budgeted for and available to CONSULTANT under applicable grants, nor exceed the amount authorized by the Executive Officer. CONSULTANT acknowledges and agrees Grant Funded work costs will be paid with grant funds awarded to the Authority.
2. Commencement of Work and Term of Agreement. Upon execution, this Agreement shall become effective, and work may commence on October 1, 2026 as authorized and directed by the Authority's Executive Officer. The agreement shall terminate October 31, 2028 unless extended in writing as may be mutually agreed.
3. Billing and Payment.
 - (a) Member Funded Work - CONSULTANT shall invoice AUTHORITY not more frequently than monthly for authorized services rendered pursuant to Exhibit A (1) Member Funded Work, setting forth a brief description of the services performed, the date the services were performed, and the amount of time spent on each date services

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

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

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

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

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

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

Richard Sykes
UMRWA
15083 Camanche Pkwy, S.
Valley Springs, CA
95252

Karen Quidachay
Landmark Environmental Inc.
PO Box 561
Shingle Springs, CA 95682

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

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

CONSULTANT shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and CONSULTANT shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority's Counsel prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority's Counsel, either (i) CONSULTANT'S insurer shall reduce or eliminate such deductible or self-insured retention as respects the AUTHORITY, its

officers, officials, employees, representatives or agents; or (ii) CONSULTANT shall provide a financial guarantee, satisfactory to Authority's Counsel, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

11. Retention of Records. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
12. No Assignment or Modifications. This Agreement is to be binding on the successors and assigns of the parties hereto. The services called for herein are deemed unique and except as provided herein CONSULTANT shall not assign, transfer, subcontract, or otherwise substitute his interest in this Agreement or any of his obligations herein without the written consent of AUTHORITY. This Agreement may be modified only by a written amendment signed by the parties.
13. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.
14. Severability. Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.
15. Time is of the Essence. CONSULTANT agrees to diligently provide the services requested under this Agreement and in accordance with any schedules specified by the AUTHORITY. In the performance of this Agreement, time is of the essence.
16. No Discrimination. There shall be no discrimination against any person, or group of persons, on account of race, color, religion, creed, national origin, ancestry, gender, age, marital status, disability, or sexual orientation in the performance of this contract. CONSULTANT shall not establish or permit any such practice(s) of discrimination with reference to the contract or any part thereof. CONSULTANTS determined to be in violation of this section shall be deemed to be in material breach of this Agreement.
17. Conflict of Interest. CONSULTANT affirms that he does not have any financial interest or conflict of interest that would prevent CONSULTANT from providing unbiased, impartial service to the AUTHORITY under this Agreement.
18. Terms. Unless terminated pursuant to Article 4 herein, this Agreement shall expire when all tasks have been completed and final payment has been made by AUTHORITY or in

any event no later than October 31, 2028. The terms of this Agreement may be amended only in writing signed by both parties.

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

**UPPER MOKELUMNE RIVER
WATERSHED AUTHORITY**

CONSULTANT

By: _____

By: _____

Richard Sykes, Executive Officer

Karen Quidachay, Principal

Date: _____

Date: _____

EXHIBIT A
SCOPE OF SERVICES

(1) MEMBER FUNDED WORK

As authorized by Task Orders as from time to time issued, and as directed by the Executive Officer or Administrative Officer, Consultant will perform a varying set of tasks of the following nature:

- A. Forest Projects Plan Phase 1, and MAC Project Phase 2 – Support the Authority's Forest Program and associated implementation plans and other initiatives that further the pace and scale of Authority – USFS partnership projects.
- B. Inter-agency Liaison and UMRWA Board Support – Serve as UMRWA liaison with Federal and State agencies and other stakeholders on forest health projects and related initiatives. As required, prepare Board agenda reports, and attend Board meetings.
- C. Forest-related Grant Applications – Prepare applications for forest-related grant funding to implement UMRWA forest projects.

(2) GRANT FUNDED WORK

As authorized and directed by the Executive Officer:

- A. Manage, support, and perform assigned UMRWA/Partner tasks specified in Stewardship Agreements with the Eldorado National Forests and the Stanislaus National Forest.
- B. Manage, support, and perform a variety of assigned UMRWA/Partner tasks specified in the grant agreements between UMRWA and grant funding sources and programs.
- C. Provide grant related accounting, administration and related support for tasks associated with grant agreements awarded, and may be awarded, to UMRWA.
- D. Perform other grant-funded tasks as may be authorized and directed by the Executive Officer and Administrative Officer.

EXHIBIT B

COMPENSATION

A. Consultant Hourly Rates

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

Position	Hourly Rate
Program Manager	\$176.00
UMRWA Project Manager	\$157.50
Contract Administrator	\$160.00
Operations Manager/Field Representative	\$145.00
Project Coordinator/Administrative Assistant	\$89.00

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

Position	Hourly Rate
Program Manager	\$176.00
UMRWA Project Manager	\$157.50
Contract Administrator	\$160.00
Registered Professional Forester	\$105 - \$150.00
GIS Technician	\$85 - \$140.00
Operations Manager/Field Representative	\$83 - \$145.00
Forestry Technician	\$105.00
Forestry Intern	\$65.00
Project Coordinator/Administrative Assistant	\$89.00

Hourly rates may be adjusted during the term of the agreement subject to Authority Executive Officer approval. A 5% overhead fee may be added to sub-contractors.

B. Direct Costs

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

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

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