



# Upper Mokelumne River Watershed Authority

## *Supplemental Agenda Materials Packet - April 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 Fuels Reduction Project Bid Items 1 and 2 – Dogwood North Mastication

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

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

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

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

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

The maximum compensation payable to the Contractor shall not exceed one million six hundred fifteen thousand five hundred sixty five dollars (**\$1,615,565**) as shown below for the term of this Agreement.

Description	Unit of Measure	Estimated Quantity <sup>1</sup>	Unit Price	Extended Price
Item 1. Dogwood North 1 Mastication	acre	732	\$1,550/Acre	\$1,134,600
Item 2. Dogwood North 2 Mastication	acre	310.3	\$1,550/Acre	\$480,965
<b>TOTAL PRICE<sup>2</sup></b>	<b>acre</b>	<b>1042.3</b>	<b>xxxxxxx</b>	<b>\$1,615,565</b>

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

<sup>2</sup>Total 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: Thompson Land Management, LLC  
Isiah J. Thompson, Managing Member  
P.O. Box 494819  
Redding, CA 96049

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

With a copy to:

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

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

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

UPPER MOKELUMNE RIVER WATERSHED  
AUTHORITY

BY: \_\_\_\_\_  
Richard Sykes, Executive Officer

DATE: \_\_\_\_\_

CONTRACTOR:

BY: \_\_\_\_\_  
Isiah J. Thompson, Managing Member

DATE: \_\_\_\_\_

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

## EXHIBIT A SCOPE OF WORK

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

The project consists of forested stands of varying density. In all areas, live and dead brush, dead trees, and live coniferous trees generally less than 10" diameter breast height (DBH) would be treated in order to reduce fuel loading which is contributing to increased wildfire severity, intensity, and frequency.

### SPECIFIC REQUIREMENTS

<b>PROJECT</b>			
<b>Project</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity*</b>
Item 1. Dogwood North 1 Mastication	Mastication	Acres	732
Item 2. Dogwood North 2 Mastication	Mastication	Acres	310.3
<b>Total</b>		<b>Acres</b>	<b>1042.3</b>

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

#### **All Items. Mastication and Hand Treatment**

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

#### **Mastication Specifications**

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

described above in the following priority: 1) giant sequoia, 2) sugar pine (free of white pine blister rust), 3) Douglas fir, 4) incense cedar, 5) ponderosa pine, 6) white fir. Retained trees shall be free of damage and defect. If all trees inside the spacing have defect or damage, retain the healthiest tree with highest species priority. Damage includes but is not limited to broken tops, broken branches, trunk scars and previous mechanical damage. Defect includes but is not limited to forked tops, crooks, conks, cankers, mistletoe and blister rust.

- c. Masticate all dead coniferous trees up to 12 inches dbh. In addition, all dead trees (snags) and unstable live trees (as defined by UMRWA Project Inspector) that present an imminent hazard to the implementation of project activities or UMRWA or Contactor personnel shall be felled to abate hazard. Such material shall be masticated unless otherwise agreed to be left in place.
- d. Existing surface fuels shall be masticated to a depth of less than 10 inches.
- e. Within all units all leave trees shall be hand pruned to 8 feet above ground level on the uphill side, while retaining a minimum of 50% of the canopy. Prune as close to flush with the bole as possible without damaging the bark or bole of the tree. Machine pruning shall not be permitted in mastication units unless equipment is specifically designed for pruning and use is approved by UMRWA.
- f. All masticated brush and coniferous trees shall be cut below the lowest live branch and have a stump height no higher than 8 inches above ground level on the uphill side or obstacles (i.e., large rocks, down logs).
- g. Debris resulting from the operation shall lie flat on the ground and not exceed 12 inches in depth. No masticated or cut material shall lean against or be suspended by a leave tree.
- h. No individual piece of slash or vegetative debris shall be greater than 3 feet in length.
- i. Protection of the residual trees shall be the highest priority in all operations.
- j. Soil displacement shall be minimized by working the masticating equipment in as straight a line as possible, minimizing turning 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 ephemerally wet meadows when they are dry (no standing water present). Cut vegetation in ephemeral SAF will be lopped and scattered outside of the SAF to the extent possible.
- c. Equipment crossing locations for dry ephemeral streams may be authorized by UMRWA. Wet ephemeral stream crossing locations require review by the Forest Service aquatic biologist. All stream crossings should be limited to two passes (in and out) and no more than one crossing per 0.25 mile of stream.
- d. Unless otherwise agreed, no operations shall be permitted within areas identified as CA-1 or CA-2 on the Project Map and/or flagged with pink plus green, pink plus black, pink and black checkered, or orange "Noxious Weed" flagging and/or behind "Area Controlled" signs.
- e. Should any Threatened, Endangered or Eldorado National Forest Sensitive species, or previously unknown cultural or archeological site, be detected during any phase of the project, operations shall cease in that area, the UMRWA Project Inspector shall be notified, and adjustments to the project will be evaluated and may be made accordingly.
- f. When working above 7,000 feet, areas with potential habitat for whitebark pine shall be assessed for stand-health and delineated for avoidance by UMRWA. Hand-thinning or mastication shall not occur in delineated stands of whitebark pine.
- g. Lava cap plant communities shall be protected from motorized equipment and vehicles. All project-related equipment and vehicles shall remain on existing road corridors within lava caps; including no parking off road, heavy equipment travel, etc.
- h. Storage of fuel or other toxic materials and maintenance of equipment shall not occur within Riparian Conservation Areas defined as 300 feet on each side of perennial streams and from the edge of special aquatic features (lakes, wet meadows, bogs, fens, wetlands, vernal pools, and springs), and 150 feet from each side intermittent and ephemeral streams. For streams, the RCA is measured from the bank full edge of the stream.
- i. In treated areas, a minimum of 70% ground cover shall be maintained within 100 feet from the edge of any intermittent or perennial stream channel. If the existing ground cover is less than 70 percent, then the existing ground cover shall be maintained. Tops, limbs, and small trees can be lopped and scattered to meet ground cover criteria.
- j. Contractor shall immediately notify UMRWA if its operations disturb or damage any area flagged or otherwise identified as needing special protection, and shall immediately halt its operations in the vicinity of such area until UMRWA authorizes continued operations. In the event that Contractor's operations disturb or damage an area identified as needing special protection, then Contractor shall remediate any damage as directed by UMRWA, and

reimburse UMRWA and/or the Forest Service for the full cost and expense of any evaluative and remedial measures undertaken by UMRWA and/or the Forest Service in connection with such disturbance or damage.

- k. Refer to Exhibit E Specifications for Operations for additional Protection Measures.

### **Limited Operating Periods and Schedule for Completion**

- a. **Work undertaken during the 2026 field season shall not commence until July 1, unless otherwise agreed, and only occur in areas where 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. **A minimum of 60% of the project acres shall be completed by November 30, 2026 unless otherwise agreed, and 100% of project acres completed by November 15, 2027.**
- c. 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.**
- d. 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 preceed in accordance with the default provisions of the Contract Documents.

**6. CHARACTER OF WORKFORCE**

The Contractor shall at all times have a competent English speaking field supervisor on site when Work is being performed. The Contractor shall only employ skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

**7. CHANGES**

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

the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the Authority or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the Authority will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

## **8. EFFECT OF EXTENSIONS OF TIME**

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

## **9. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for

whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the Authority, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the Authority or by causes within the exclusive control of the Authority, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
  - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
  - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## 10. TERMINATION

- a. Termination by the Authority for Cause:
  - i. Authority may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
    - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.

2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  3. A receiver is appointed to take charge of the Contractor's property.
  4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
  5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
  6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the Authority.
  7. The Contractor fails to provide the Authority with a written plan to cure an Authority identified default within five business days after the Authority's request for a plan to cure; the Authority does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
  8. The Contractor abandons the Work. Abandonment is conclusively presumed when the Authority requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the Authority's request.
  9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
  10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the Authority may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the Authority within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
  - iii. Upon any of the occurrences referred to in Article 18.a.i. above, the Authority may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the Authority may deem expedient. If requested by the Authority, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the Authority may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
  - iv. No termination or action taken by the Authority after termination shall prejudice any other rights or remedies of the Authority provided by law or by the Contract Documents.
  - v. Conversion: If, after termination for other than convenience, it is determined

that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the Authority for Convenience:

- i. The Authority may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the Authority shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
  1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
  2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
  3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
  4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the Authority will pay to the Contractor the sum of the following:
  1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
  2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
  3. Any proven losses with respect to materials and equipment directly resulting from the termination.
  4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.

- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the Authority because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

## **11. DAMAGES**

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

## **12. ORDER OF PRECEDENCE**

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
  - i. Approved Change Orders.
  - ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.
  - v. Contractor's Response Packet

## **13. INDEMNIFICATION/RESPONSIBILITY**

- a. Contractor shall indemnify, keep and save harmless the Authority and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
  - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
  - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred.

If any judgment is rendered, or settlement reached, against the Authority or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.

c. This indemnification shall survive termination or expiration of the Contract.

**14. PROHIBITION OF ASSIGNMENT**

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

**15. NEWS RELEASES**

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

**16. TRANSFER OF INTEREST**

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

**17. SEVERABILITY**

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

**18. COVENANT AGAINST GRATUITIES**

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

**19. RIGHTS AND REMEDIES OF THE AUTHORITY**

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

**20. WAIVER OF RIGHTS**

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

**21. CONFIDENTIALITY**

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

**22. RETENTION OF RECORDS**

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

## EXHIBIT C

### INSURANCE CERTIFICATES

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

#### A. Workers Compensation Insurance

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

#### B. Commercial General Liability Insurance

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

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

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

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

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

1. The Authority, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract. In addition, for use of SPI roads for ingress and egress, SPI shall be shown as Additional Insureds.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the Authority.

3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the Authority's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards, fire suppression expense, property damage to forest land due to fire, and property damage to non-owned automobiles and equipment due to fire. A \$1,000,000 Loggers Broad Form shall be deemed acceptable in meeting the stated coverage.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to Authority at the address above.

## EXHIBIT D

### PAYMENT TERMS AND PROCEDURES

Invoices shall be submitted monthly during project operations. Invoices are to be sent electronically, in the form of a PDF file, to kkahling.landmark@outlook.com and megan.layhee1@gmail.com. Invoices shall be submitted NO LATER THAN THE 5<sup>TH</sup> 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.

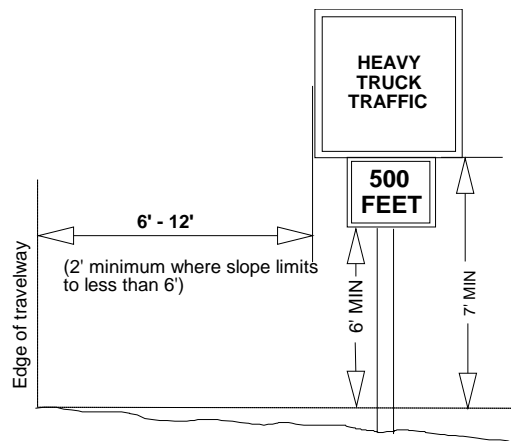


Figure 1: Sign Placement Dimensions

#### 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	300
65	650	625	575	500	375

Figure 2: A Portion of MUTCD TABLE II-1

### SIGN SUPPORTS

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

require breakaway design.

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

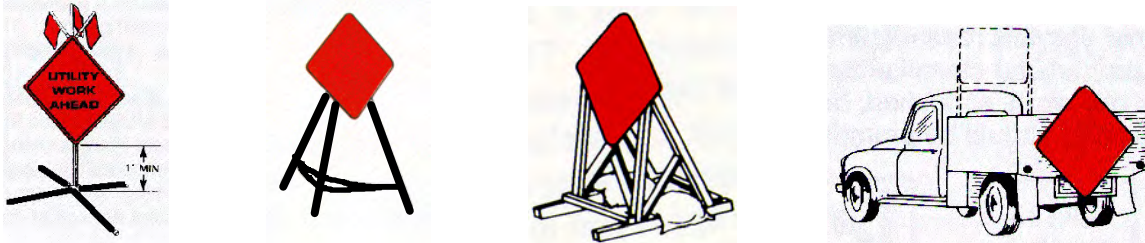
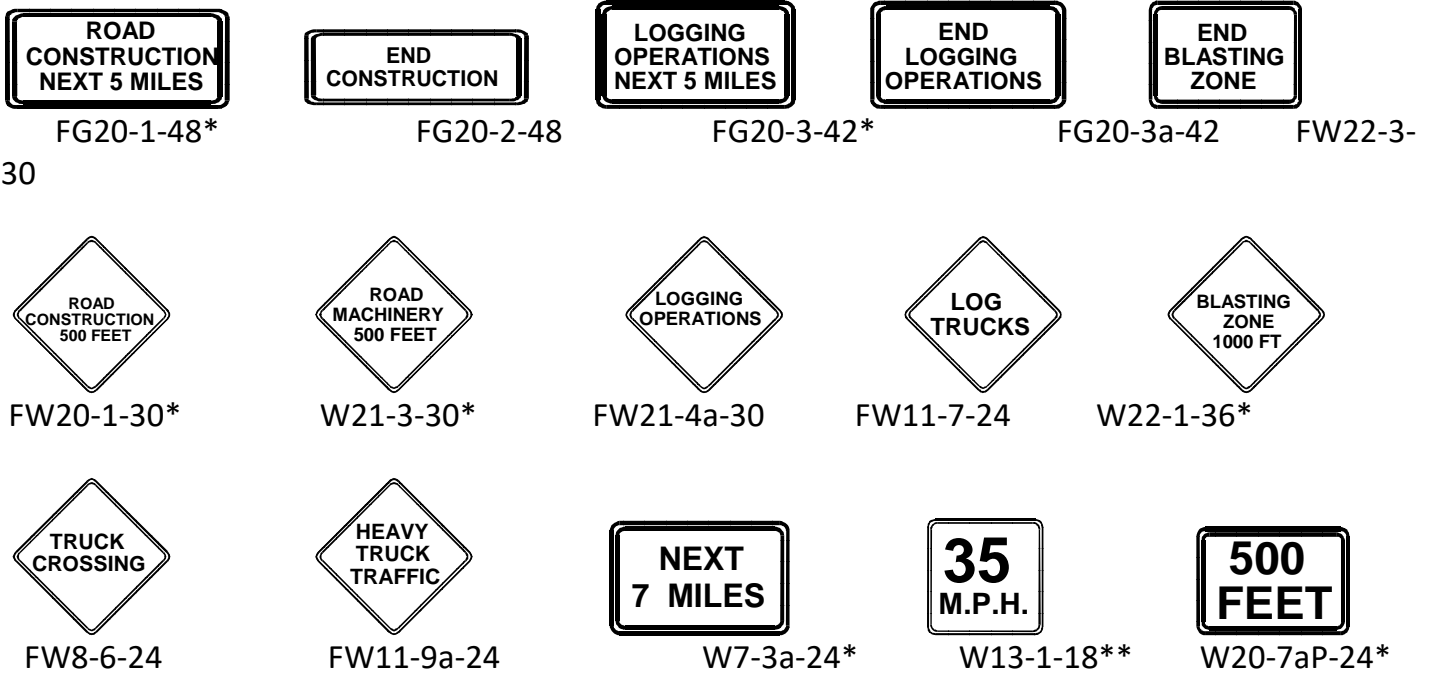


Figure 3: Examples of Temporary/Portable Supports

### SIGNS

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



\* 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 UMWRA for the cost for each Operations Fire, subject to a maximum of the dollar amount stated herein. The cost of Contractor’s actions, supplies, and equipment on any such fire provided pursuant to this Contract, or otherwise at the request of UMRWA or Forest Service, shall be credited toward such maximum. If Contractor’s actual cost exceeds its fire liability limit stated herein, Forest Service, through UMRWA, shall reimburse Contractor for the excess.

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

Maximum Amount:            \$36,100

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

**FIRE PLAN**

1. **SCOPE:**

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

2. **RESPONSIBILITIES:**

A. Contractor

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the Contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of Contract operations, and shall extinguish all such fires which may escape.
- (3) Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan, before beginning operations during Fire Precautionary Period and shall update such certification when operations change.
- (4) Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

B. UMRWA

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

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

### 3. **DEFINITIONS:**

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

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

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

### 4. **TOOLS AND EQUIPMENT:**

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

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

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

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

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

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

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

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

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

requirements of the California Vehicle Code.

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

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

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

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

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
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
	SI	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
		M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

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

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

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

- (4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.
- (5) When Contractor is using Hot Saws or Masticators, an additional 250 feet of light weight hose, approved by UMRWA or the Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

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

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

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

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

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

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

## 5. **GENERAL**

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the Forest Service District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If Contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, UMRWA may

approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.

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

	Name	Office Address	Office telephone
<b>Dispatch Center</b>	<b>Office 24 Hour</b>	<b>N/A</b>	<b>530-644-0200</b>
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:

Title	Name	Telephone Number
Fire Supervisor		
Fire Patrolperson		

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

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
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6. **EMERGENCY PRECAUTIONS**

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

**Fire Danger Rating Area/Fire Weather Station for Project**    FORESTWIDE AVG  
**(Forest Service)**

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

**Phone Number or Website to obtain Predicted Activity Levels:**    530-295-5699  
(Eldorado Dispatch)

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

**PROJECT ACTIVITY LEVEL**

<b>Level</b>	<b><i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i></b>
<b>A</b>	Minimum requirements noted above in Sections 4 and 5.
<b>B</b>	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
<b>C</b>	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.
<b>D</b>	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.

<b>Level</b>	<b><i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i></b>
<b>Ev</b>	<ol style="list-style-type: none"> <li>1. The following activities may operate all day: <ol style="list-style-type: none"> <li>a) Loading and hauling logs decked at approved landings.</li> <li>b) Loading and hauling chips stockpiled at approved landings.</li> <li>c) Servicing equipment at approved sites.</li> <li>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).</li> <li>e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings.</li> </ol> </li> <li>2. Hot Saws or Masticators may operate until 1:00 PM; provided that: <ol style="list-style-type: none"> <li>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.</li> <li>b) Any additional restrictions specified by the Forest.</li> </ol> </li> <li>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</li> <li>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are: <ul style="list-style-type: none"> <li>• Rubber Tire Skidding</li> <li>• Chipping on Landings</li> <li>• Helicopter Yarding</li> <li>• Fire Salvage</li> </ul> </li> </ol> <p>When approved by UMWRA and a Forest Service Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by UMWRA and the Forest Service for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of UMWRA or the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor’s equipment for prevention and suppression readiness, type of operation and social and community considerations etc.</p>
<b>E</b>	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> <li>1. Loading and hauling logs decked at approved landings.</li> <li>2. Loading and hauling chips stockpiled at approved landings.</li> <li>3. Servicing Equipment at approved sites.</li> <li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).</li> <li>5. Chainsaw operation associated with loading at approved landings.</li> </ol> <p>All other activities are prohibited.</p>

## EXHIBIT F

### ROAD MAINTENANCE FOR LIMITED USE

#### 1. DESCRIPTION

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

#### 2. MAINTENANCE REQUIREMENTS

##### a. Timing

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

##### b. Drainage

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

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

##### c. Objects on Roadbed

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

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

##### d. Cutting Vegetation

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

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

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

### **3. MEASUREMENT AND PAYMENT**

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

**EXHIBIT G**  
**OPERATIONS PLAN**  
**(Template)**

<b>Project Name:</b>	<b>Plan Date:</b>
<b>Contractor:</b>	<b>Date Operations to Begin:</b>

**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: \_\_\_\_\_

**Item 1. Dogwood  
North 1 Mastication**

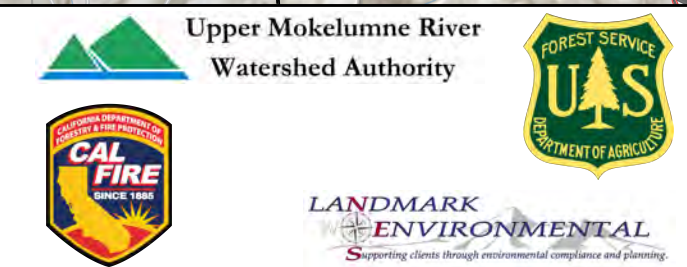
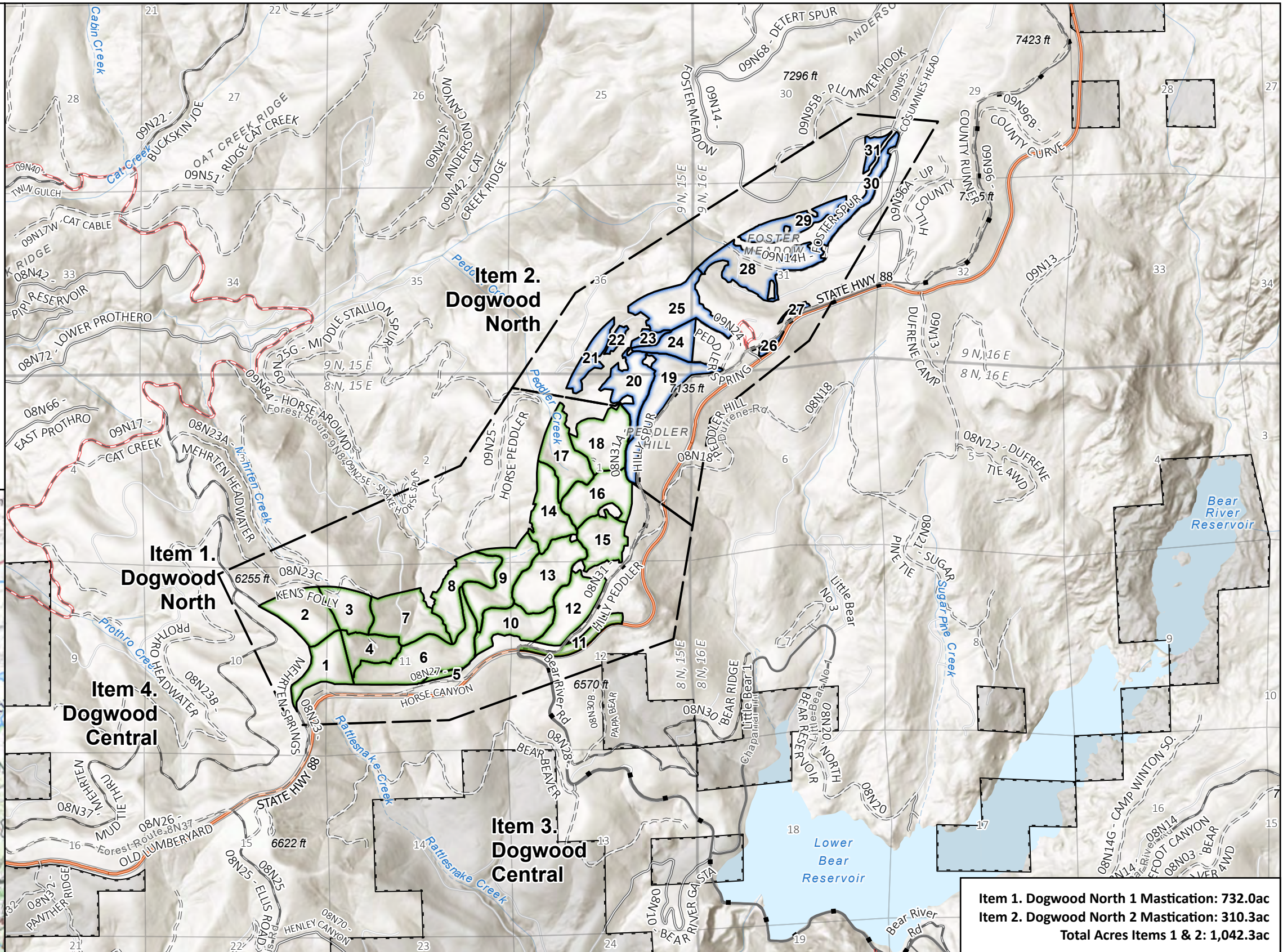
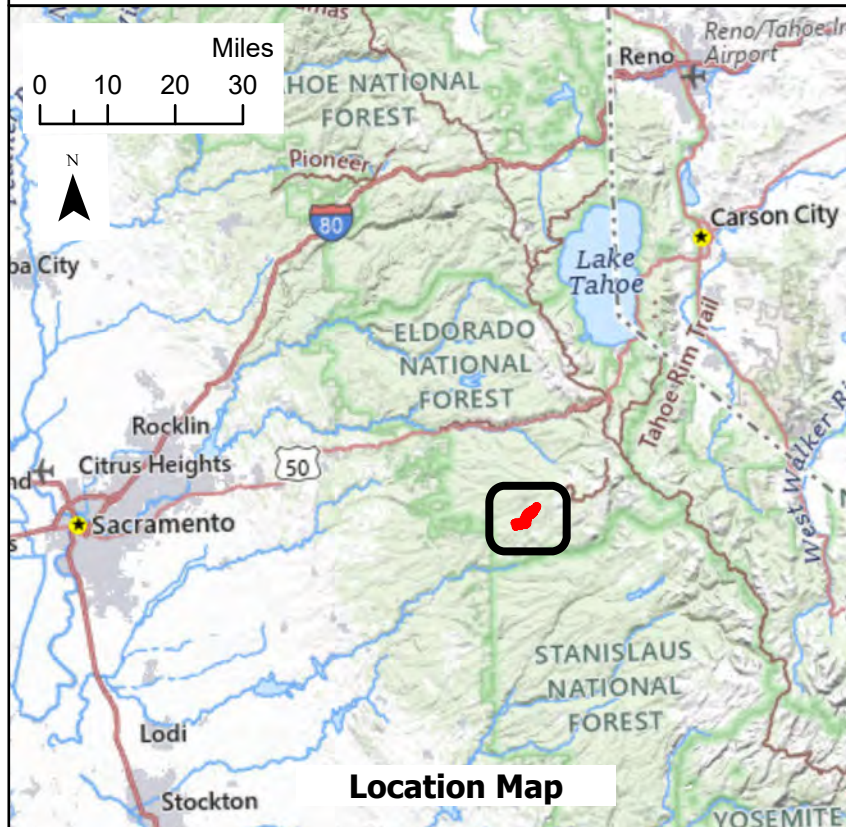
Unit	Treatment	Acres
1	Mastication	36.5
2	Mastication	45.2
3	Mastication	31.1
4	Mastication	28.0
5	Mastication	3.9
6	Mastication	72.7
7	Mastication	52.1
8	Mastication	46.6
9	Mastication	48.8
10	Mastication	38.7
11	Mastication	16.9
12	Mastication	43.4
13	Mastication	55.5
14	Mastication	40.5
15	Mastication	35.5
16	Mastication	45.9
17	Mastication	42.6
18	Mastication	48.3

**Item 1. Dogwood  
North 1 Mastication  
Mastication: 732.0ac  
Total Area: 732.0ac**

**Item 2. Dogwood  
North 2 Mastication**

Unit	Treatment	Acres
19	Mastication	50.8
20	Mastication	36.7
21	Mastication	18.9
22	Mastication	4.8
23	Mastication	6.9
24	Mastication	21.1
25	Mastication	50.8
26	Mastication	3.3
27	Mastication	2.3
28	Mastication	56.7
29	Mastication	29.9
30	Mastication	20.6
31	Mastication	7.4

**Item 2. Dogwood  
North 2 Mastication  
Mastication: 310.3ac  
Total Area: 310.3ac**



**UMRWA Forest Projects Plan Phase 1  
Project Area Maps for:  
Dogwood Fuels Reduction Project  
Item 1. Dogwood North 1 Mastication  
Item 2. Dogwood North 2 Mastication**  
Date: April 10, 2026 Page 1 of 3

Map: A. Price

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

GENERAL SERVICES AGREEMENT

Forest Projects Plan - Phase 1

**Dogwood Fuels Reduction Project  
Bid Item 3 – Dogwood Central Mastication**

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 VM WEST, LLC (“Contractor”).

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

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

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

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

The maximum compensation payable to the Contractor shall not exceed five hundred eighty one thousand four hundred twenty eight dollars **(\$581,428)** as shown below for the term of this Agreement.

Description	Unit of Measure	Estimated Quantity <sup>1</sup>	Unit Price	Extended Price
<b>Item 3. Dogwood Central Mastication</b>	acre	361.8	<b>\$1,607.04/Acre</b>	<b>\$581,428</b>

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

<sup>2</sup>Total 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: VM West  
Ashley Sorensen, Contract Administrator  
650 N. Main St  
Delta, CO 81416

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

BY: \_\_\_\_\_  
Richard Sykes, Executive Officer

DATE: \_\_\_\_\_

CONTRACTOR:

BY: \_\_\_\_\_  
Ashley Sorensen, Contract Administrator

DATE: \_\_\_\_\_

FEDERAL TAX I.D. No.: 86-2825268

## EXHIBIT A SCOPE OF WORK

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

The project consists of forested stands of varying density. In all areas, live and dead brush, dead trees, and live coniferous trees generally less than 10" diameter breast height (DBH) would be treated in order to reduce fuel loading which is contributing to increased wildfire severity, intensity, and frequency.

### SPECIFIC REQUIREMENTS

PROJECT			
Project	Description	Unit	Estimated Quantity*
Item 3. Dogwood Central Mastication	Mastication	Acres	361.8

\*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. In addition, all dead trees (snags) and unstable live trees (as defined by UMRWA Project Inspector) that present an imminent hazard to the implementation of project activities or UMRWA or Contactor personnel shall be felled to abate hazard. Such material shall be masticated unless otherwise agreed to be left in place.
  - d. Existing surface fuels shall be masticated to a depth of less than 10 inches.
  - e. Within all units all leave trees shall be hand pruned to 8 feet above ground level on the uphill side, while retaining a minimum of 50% of the canopy. Prune as close to flush with the bole as possible without damaging the bark or bole of the tree. Machine pruning shall not be permitted in mastication units unless equipment is specifically designed for pruning and use is approved by UMRWA.
  - f. All masticated brush and coniferous trees shall be cut below the lowest live branch and have a stump height no higher than 8 inches above ground level on the uphill side or obstacles (i.e., large rocks, down logs).
  - g. Debris resulting from the operation shall lie flat on the ground and not exceed 12 inches in depth. No masticated or cut material shall lean against or be suspended by a leave tree.
  - h. No individual piece of slash or vegetative debris shall be greater than 3 feet in length.
  - i. Protection of the residual trees shall be the highest priority in all operations.
  - j. Soil displacement shall be minimized by working the masticating equipment in as straight a line as possible, minimizing turning 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 ephemerally wet meadows when they are dry (no standing water present). Cut vegetation in ephemeral SAF will be lopped and scattered outside of the SAF to the extent possible.
- c. Equipment crossing locations for dry ephemeral streams may be authorized by UMRWA. Wet ephemeral stream crossing locations require review by the Forest Service aquatic biologist. All stream crossings should be limited to two passes (in and out) and no more than one crossing per 0.25 mile of stream.
- d. Unless otherwise agreed, no operations shall be permitted within areas identified as CA-1 or CA-2 on the Project Map and/or flagged with pink plus green, pink plus black, pink and black checkered, or orange "Noxious Weed" flagging and/or behind "Area Controlled" signs.
- e. Should any Threatened, Endangered or Eldorado National Forest Sensitive species, or previously unknown cultural or archeological site, be detected during any phase of the project, operations shall cease in that area, the UMRWA Project Inspector shall be notified, and adjustments to the project will be evaluated and may be made accordingly.
- f. When working above 7,000 feet, areas with potential habitat for whitebark pine shall be assessed for stand-health and delineated for avoidance by UMRWA. Hand-thinning or mastication shall not occur in delineated stands of whitebark pine.
- g. Lava cap plant communities shall be protected from motorized equipment and vehicles. All project-related equipment and vehicles shall remain on existing road corridors within lava caps; including no parking off road, heavy equipment travel, etc.
- h. Storage of fuel or other toxic materials and maintenance of equipment shall not occur within Riparian Conservation Areas defined as 300 feet on each side of perennial streams and from the edge of special aquatic features (lakes, wet meadows, bogs, fens, wetlands, vernal pools, and springs), and 150 feet from each side intermittent and ephemeral streams. For streams, the RCA is measured from the bank full edge of the stream.
- i. In treated areas, a minimum of 70% ground cover shall be maintained within 100 feet from the edge of any intermittent or perennial stream channel. If the existing ground cover is less than 70 percent, then the existing ground cover shall be maintained. Tops, limbs, and small trees can be lopped and scattered to meet ground cover criteria.
- j. Contractor shall immediately notify UMRWA if its operations disturb or damage any area flagged or otherwise identified as needing special protection, and shall immediately halt its operations in the vicinity of such area until UMRWA authorizes continued operations. In the event that Contractor's operations disturb or damage an area identified as needing special protection, then Contractor shall remediate any damage as directed by UMRWA, and

reimburse UMRWA and/or the Forest Service for the full cost and expense of any evaluative and remedial measures undertaken by UMRWA and/or the Forest Service in connection with such disturbance or damage.

- k. Refer to Exhibit E Specifications for Operations for additional Protection Measures.

### **Limited Operating Periods and Schedule for Completion**

- a. **Work undertaken during the 2026 field season shall not commence until July 1, unless otherwise agreed, and only occur in areas where 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. **A minimum of 60% of the project acres shall be completed by November 30, 2026 unless otherwise agreed, and 100% of project acres completed by November 15, 2027.**
- c. 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.**
- d. 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. CHANGES
8. EFFECT OF EXTENSIONS OF TIME
9. DELAYS
10. TERMINATION
11. DAMAGES
12. ORDER OF PRECEDENCE
13. INDEMNIFICATION/RESPONSIBILITY
14. PROHIBITION OF ASSIGNMENT
15. NEWS RELEASES
16. TRANSFER OF INTEREST
17. SEVERABILITY
18. COVENANT AGAINST GRATUITIES
19. RIGHTS AND REMEDIES OF THE AUTHORITY
20. WAIVER OF RIGHTS
21. CONFIDENTIALITY
22. 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 precede in accordance with the default provisions of the Contract Documents.

**6. CHARACTER OF WORKFORCE**

The Contractor shall at all times have a competent English speaking field supervisor on site when Work is being performed. The Contractor shall only employ skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

**7. CHANGES**

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

the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the Authority or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the Authority will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

## **8. EFFECT OF EXTENSIONS OF TIME**

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

## **9. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for

whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the Authority, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the Authority or by causes within the exclusive control of the Authority, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
  - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
  - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## **10. TERMINATION**

- a. Termination by the Authority for Cause:
  - i. Authority may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
    1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.

2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  3. A receiver is appointed to take charge of the Contractor's property.
  4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
  5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
  6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the Authority.
  7. The Contractor fails to provide the Authority with a written plan to cure an Authority identified default within five business days after the Authority's request for a plan to cure; the Authority does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
  8. The Contractor abandons the Work. Abandonment is conclusively presumed when the Authority requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the Authority's request.
  9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
  10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the Authority may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the Authority within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
  - iii. Upon any of the occurrences referred to in Article 18.a.i. above, the Authority may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the Authority may deem expedient. If requested by the Authority, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the Authority may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
  - iv. No termination or action taken by the Authority after termination shall prejudice any other rights or remedies of the Authority provided by law or by the Contract Documents.
  - v. Conversion: If, after termination for other than convenience, it is determined

that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the Authority for Convenience:

- i. The Authority may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the Authority shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
  1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
  2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
  3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
  4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the Authority will pay to the Contractor the sum of the following:
  1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
  2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
  3. Any proven losses with respect to materials and equipment directly resulting from the termination.
  4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.

- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the Authority because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

#### **11. DAMAGES**

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

#### **12. ORDER OF PRECEDENCE**

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
  - i. Approved Change Orders.
  - ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.
  - v. Contractor's Response Packet

#### **13. INDEMNIFICATION/RESPONSIBILITY**

- a. Contractor shall indemnify, keep and save harmless the Authority and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
  - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
  - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred.

If any judgment is rendered, or settlement reached, against the Authority or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.

c. This indemnification shall survive termination or expiration of the Contract.

**14. PROHIBITION OF ASSIGNMENT**

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

**15. NEWS RELEASES**

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

**16. TRANSFER OF INTEREST**

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

**17. SEVERABILITY**

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

**18. COVENANT AGAINST GRATUITIES**

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

**19. RIGHTS AND REMEDIES OF THE AUTHORITY**

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

**20. WAIVER OF RIGHTS**

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

**21. CONFIDENTIALITY**

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

**22. RETENTION OF RECORDS**

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

## EXHIBIT C

### INSURANCE CERTIFICATES

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

#### A. Workers Compensation Insurance

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

#### B. Commercial General Liability Insurance

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

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

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

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

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

1. The Authority, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract. In addition, for use of SPI roads for ingress and egress, SPI shall be shown as Additional Insureds.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the Authority.

3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the Authority's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards, fire suppression expense, property damage to forest land due to fire, and property damage to non-owned automobiles and equipment due to fire. A \$1,000,000 Loggers Broad Form shall be deemed acceptable in meeting the stated coverage.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to Authority at the address above.

## EXHIBIT D

### PAYMENT TERMS AND PROCEDURES

Invoices shall be submitted monthly during project operations. Invoices are to be sent electronically, in the form of a PDF file, to kkahling.landmark@outlook.com and megan.layhee1@gmail.com. Invoices shall be submitted NO LATER THAN THE 5<sup>TH</sup> 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 UMWRA designation of work on the ground and the performance of other U.S. Forest Service work shall not be such as to cause unnecessary delay to Contractor.

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

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

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

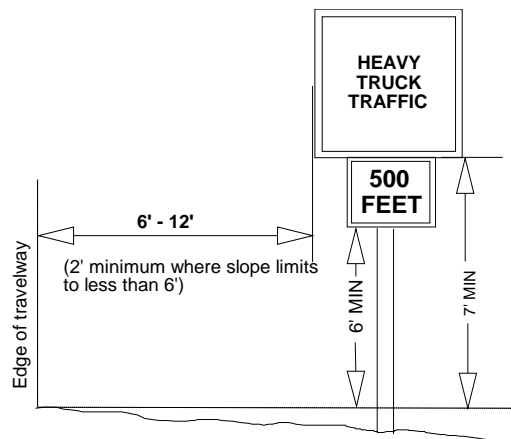


Figure 1: Sign Placement Dimensions

#### 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	300
65	650	625	575	500	375

Figure 2: A Portion of MUTCD TABLE II-1

### SIGN SUPPORTS

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

require breakaway design.

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

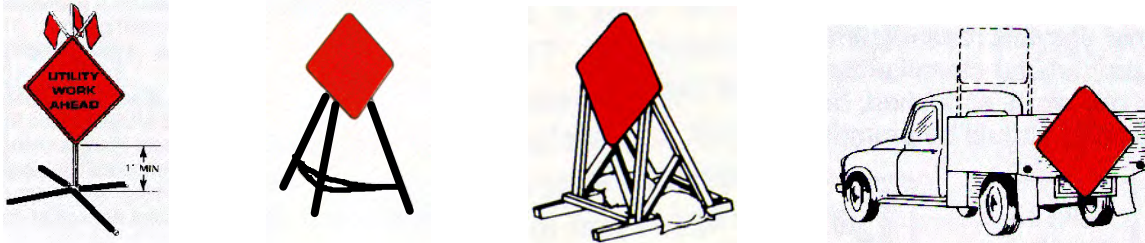
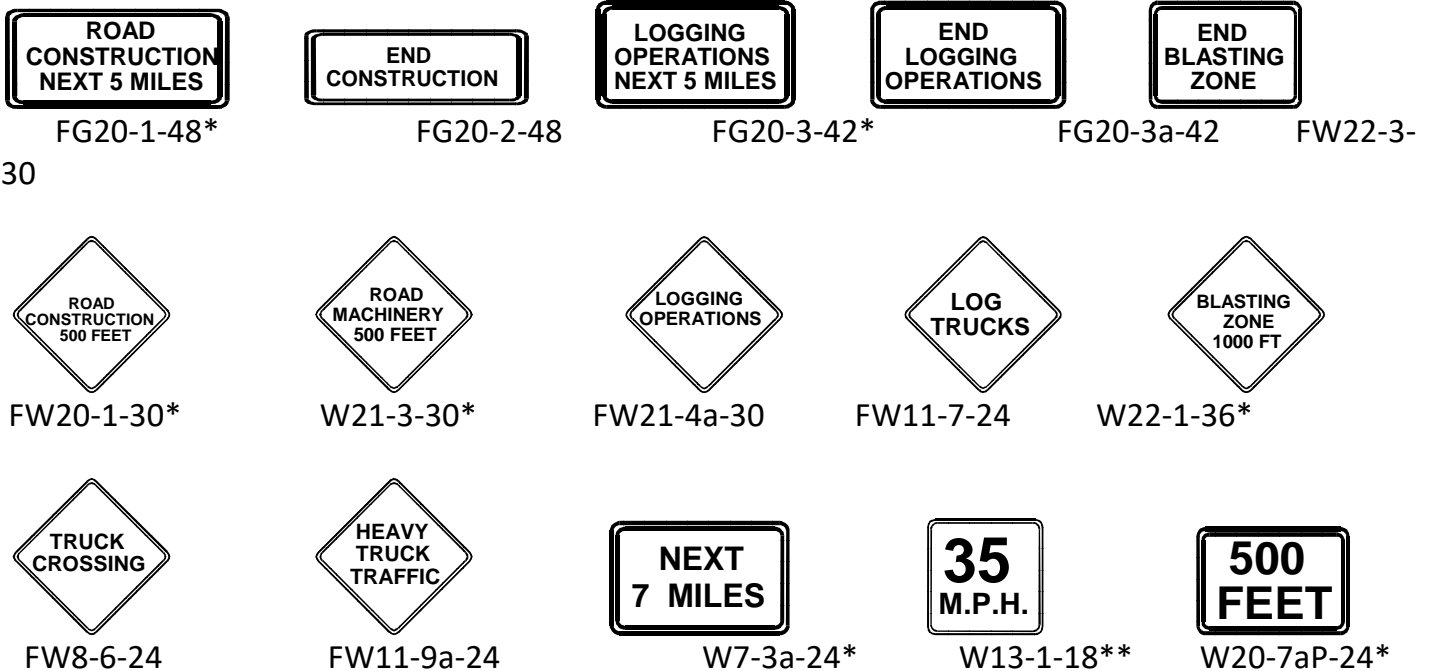


Figure 3: Examples of Temporary/Portable Supports

### SIGNS

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



\* 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 delimiting, log manufacturing, and chipping logs; or an area designated by UMRWA in proximity to mastication operations. Except for EV and E days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.

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

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

### 4. **TOOLS AND EQUIPMENT:**

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

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

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

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

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

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

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

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

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

requirements of the California Vehicle Code.

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

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

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

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

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
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
<b>Dispatch Center</b>	<b>Office 24 Hour</b>	<b>N/A</b>	<b>530-644-0200</b>
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:



<b>Level</b>	<b>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</b>
<b>Ev</b>	<ol style="list-style-type: none"> <li>1. The following activities may operate all day:               <ol style="list-style-type: none"> <li>a) Loading and hauling logs decked at approved landings.</li> <li>b) Loading and hauling chips stockpiled at approved landings.</li> <li>c) Servicing equipment at approved sites.</li> <li>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).</li> <li>e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings.</li> </ol> </li> <li>2. Hot Saws or Masticators may operate until 1:00 PM; provided that:               <ol style="list-style-type: none"> <li>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.</li> <li>b) Any additional restrictions specified by the Forest.</li> </ol> </li> <li>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</li> <li>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:               <ul style="list-style-type: none"> <li>• Rubber Tire Skidding</li> <li>• Chipping on Landings</li> <li>• Helicopter Yarding</li> <li>• Fire Salvage</li> </ul> </li> </ol> <p>When approved by UMWRA and a Forest Service Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by UMWRA and the Forest Service for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of UMWRA or the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor’s equipment for prevention and suppression readiness, type of operation and social and community considerations etc.</p>
<b>E</b>	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> <li>1. Loading and hauling logs decked at approved landings.</li> <li>2. Loading and hauling chips stockpiled at approved landings.</li> <li>3. Servicing Equipment at approved sites.</li> <li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).</li> <li>5. Chainsaw operation associated with loading at approved landings.</li> </ol> <p>All other activities are prohibited.</p>

## EXHIBIT F

### ROAD MAINTENANCE FOR LIMITED USE

#### 1. DESCRIPTION

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

#### 2. MAINTENANCE REQUIREMENTS

##### a. Timing

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

##### b. Drainage

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

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

##### c. Objects on Roadbed

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

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

##### d. Cutting Vegetation

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

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

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

### **3. MEASUREMENT AND PAYMENT**

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

**EXHIBIT G**  
**OPERATIONS PLAN**  
**(Template)**

<b>Project Name:</b>	<b>Plan Date:</b>
<b>Contractor:</b>	<b>Date Operations to Begin:</b>

**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)			

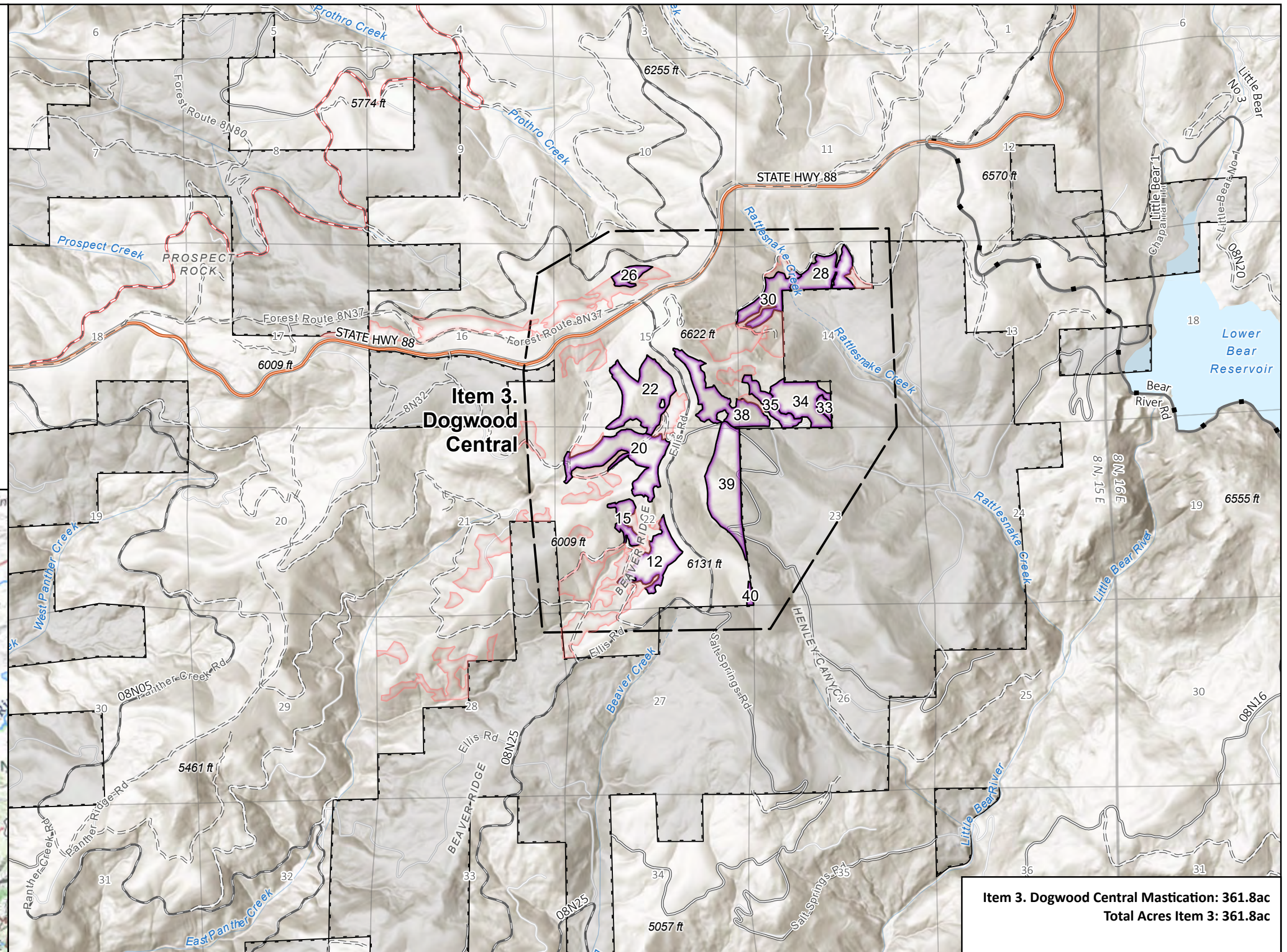
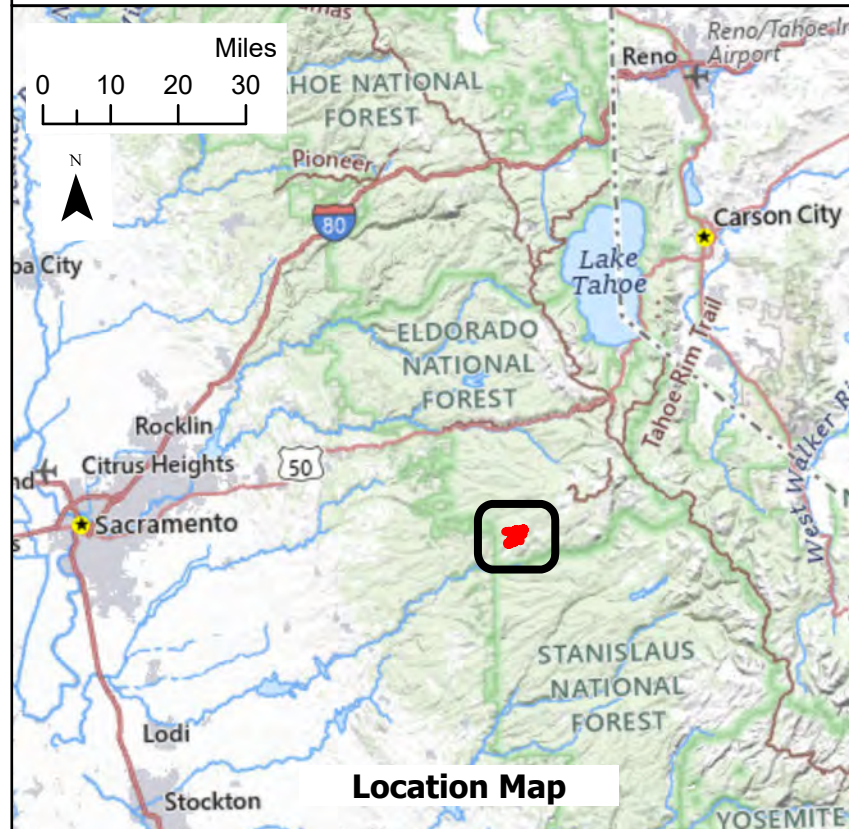
**Submitted** by Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**Accepted** by UMRWA: \_\_\_\_\_ Date: \_\_\_\_\_

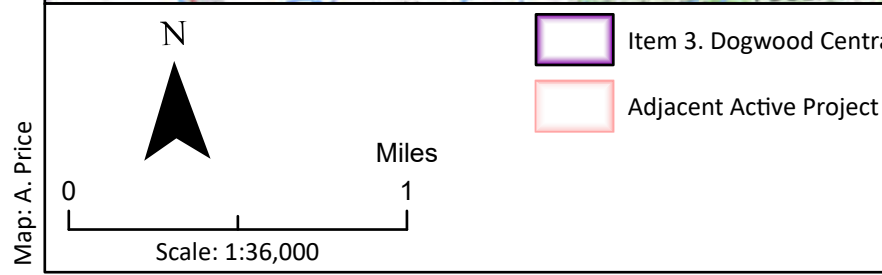
**Item 3. Dogwood Central Mastication**

Unit	Treatment	Acres
12	Mastication	31.0
15	Mastication	11.7
20	Mastication	55.5
22	Mastication	52.7
26	Mastication	8.4
28	Mastication	28.3
30	Mastication	24.6
33	Mastication	4.1
34	Mastication	32.5
35	Mastication	13.8
38	Mastication	40.0
39	Mastication	57.2
40	Mastication	1.9

**Item 3. Dogwood Central Mastication**  
**Mastication: 361.8ac**  
**Total Area: 361.8ac**



**Item 3. Dogwood Central Mastication: 361.8ac**  
**Total Acres Item 3: 361.8ac**



- Item 3. Dogwood Central Mastication
- Adjacent Active Project (NIC)
- National Forest Boundary
- US Forest Service Land
- Non-FS Land
- Electric Transmission Lines

Upper Mokelumne River Watershed Authority

**UMRWA Forest Projects Plan Phase 1**  
**Project Area Maps for:**  
**Dogwood Fuels Reduction Project**  
**Item. 3 Dogwood Central Mastication**

Date: April 10, 2026 Page 1 of 2

# UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

## GENERAL SERVICES AGREEMENT

### Forest Projects Plan - Phase 1

### Dogwood Fuels Reduction Project Bid Item 4 – Dogwood Central Hand Treatments

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 three hundred sixty seven thousand two hundred twenty five dollars (**\$367,225**) as shown below for the term of this Agreement.

Description	Unit of Measure	Estimated Quantity <sup>1</sup>	Unit Price	Extended Price
<b>Item 4. Dogwood Central Hand Treatments</b>	acre	338.3	\$1,085.50/Acre	\$367,225

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

<sup>2</sup>Total 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

<b>PROJECT</b>			
<b>Project</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity*</b>
Item 4. Dogwood Central Hand Treatments	Hand Treatment	Acres	338.3

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

#### **All Items. 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).

#### **Hand Treatment Specifications**

- a. In treatment units where Hand Treatment is specified, 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 below for plantations.
- c. In plantations hand cut all live and dead brush and live coniferous trees up to 10 inches dbh to a 18 x 18 foot spacing. 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.
- d. 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.

- e. 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.
- f. Aspen, Pacific yew, willow, dogwood (in tree form), madrone, whitebark pine, and riparian dependent vegetation shall not be cut or damaged.
- g. 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.
- h. 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.
- i. Chip or Lop and Scatter all vegetative material associated with cut trees and pruning to a maximum slash depth of 14 inches.
- j. Piece length shall be less than or equal to 8 feet and scattered at least 4 feet away from residual trees.
- k. 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.
- l. 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.
- 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).

Hand falling of trees in accordance with hand treatment specifications is required within the mechanical exclusion zones. Any trees should be felled away from the stream or wet area and left in place, bucked, lopped and scattered, or removed by reach in and full suspension.
- b. Hand work is allowed within ephemeral Special Aquatic Features (SAF) such as ephemerally wet meadows when they are dry (no standing water present). Cut vegetation in ephemeral SAF will be lopped and scattered outside of the SAF to the extent possible.
- c. Equipment crossing locations for dry ephemeral streams may be authorized by UMRWA. Wet ephemeral stream crossing locations require review by the Forest Service aquatic biologist. All stream crossings should be limited to two passes (in and out) and no more than one crossing per 0.25 mile of stream.
- d. Unless otherwise agreed, no operations shall be permitted within areas identified as CA-1 or CA-2 on the Project Map and/or flagged with pink plus green, pink plus black, pink and black checkered, or orange "Noxious Weed" flagging and/or behind "Area Controlled" signs.
- e. Should any Threatened, Endangered or Eldorado National Forest Sensitive species, or previously unknown cultural or archeological site, be detected during any phase of the

project, operations shall cease in that area, the UMRWA Project Inspector shall be notified, and adjustments to the project will be evaluated and may be made accordingly.

- f. When working above 7,000 feet, areas with potential habitat for whitebark pine shall be assessed for stand-health and delineated for avoidance by UMRWA. Hand-thinning 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. **Work undertaken during the 2026 field season shall not commence until July 1, unless otherwise agreed, and only occur in areas where 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. **A minimum of 60% of the project acres shall be completed by November 30, 2026 unless otherwise agreed, and 100% of project acres completed by November 15, 2027.**
- c. 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.**
- d. 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. 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.
- b. 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. Hand cutting adjacent to roads must be conducted in a safe manner that does not result in debris on any roadway. 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.
- c. Contractor and UMRWA shall agree on the work necessary to open roadways to be passable for use by full-size pickups 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. CHANGES
8. EFFECT OF EXTENSIONS OF TIME
9. DELAYS
10. TERMINATION
11. DAMAGES
12. ORDER OF PRECEDENCE
13. INDEMNIFICATION/RESPONSIBILITY
14. PROHIBITION OF ASSIGNMENT
15. NEWS RELEASES
16. TRANSFER OF INTEREST
17. SEVERABILITY
18. COVENANT AGAINST GRATUITIES
19. RIGHTS AND REMEDIES OF THE AUTHORITY
20. WAIVER OF RIGHTS
21. CONFIDENTIALITY
22. 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 precede in accordance with the default provisions of the Contract Documents.

**6. CHARACTER OF WORKFORCE**

The Contractor shall at all times have a competent English speaking field supervisor on site when Work is being performed. The Contractor shall only employ skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

**7. CHANGES**

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

the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the Authority or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the Authority will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

## **8. EFFECT OF EXTENSIONS OF TIME**

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

## **9. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for

whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the Authority, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the Authority or by causes within the exclusive control of the Authority, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
  - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
  - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## **10. TERMINATION**

- a. Termination by the Authority for Cause:
  - i. Authority may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
    - 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.

2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  3. A receiver is appointed to take charge of the Contractor's property.
  4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
  5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
  6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the Authority.
  7. The Contractor fails to provide the Authority with a written plan to cure an Authority identified default within five business days after the Authority's request for a plan to cure; the Authority does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
  8. The Contractor abandons the Work. Abandonment is conclusively presumed when the Authority requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the Authority's request.
  9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
  10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the Authority may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the Authority within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
  - iii. Upon any of the occurrences referred to in Article 18.a.i. above, the Authority may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the Authority may deem expedient. If requested by the Authority, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the Authority may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
  - iv. No termination or action taken by the Authority after termination shall prejudice any other rights or remedies of the Authority provided by law or by the Contract Documents.
  - v. Conversion: If, after termination for other than convenience, it is determined

that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the Authority for Convenience:

- i. The Authority may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the Authority shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
  1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
  2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
  3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
  4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the Authority will pay to the Contractor the sum of the following:
  1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
  2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
  3. Any proven losses with respect to materials and equipment directly resulting from the termination.
  4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.

- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the Authority because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

## **11. DAMAGES**

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

## **12. ORDER OF PRECEDENCE**

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
  - i. Approved Change Orders.
  - ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.
  - v. Contractor's Response Packet

## **13. INDEMNIFICATION/RESPONSIBILITY**

- a. Contractor shall indemnify, keep and save harmless the Authority and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
  - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
  - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred.

If any judgment is rendered, or settlement reached, against the Authority or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.

c. This indemnification shall survive termination or expiration of the Contract.

**14. PROHIBITION OF ASSIGNMENT**

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

**15. NEWS RELEASES**

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

**16. TRANSFER OF INTEREST**

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

**17. SEVERABILITY**

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

**18. COVENANT AGAINST GRATUITIES**

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

**19. RIGHTS AND REMEDIES OF THE AUTHORITY**

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

**20. WAIVER OF RIGHTS**

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

**21. CONFIDENTIALITY**

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

**22. RETENTION OF RECORDS**

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

## EXHIBIT C

### INSURANCE CERTIFICATES

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

#### A. Workers Compensation Insurance

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

#### B. Commercial General Liability Insurance

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

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

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

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

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

1. The Authority, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract. In addition, for use of SPI roads for ingress and egress, SPI shall be shown as Additional Insureds.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the Authority.

3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the Authority's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards, fire suppression expense, property damage to forest land due to fire, and property damage to non-owned automobiles and equipment due to fire. A \$1,000,000 Loggers Broad Form shall be deemed acceptable in meeting the stated coverage.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to Authority at the address above.

## EXHIBIT D

### PAYMENT TERMS AND PROCEDURES

Invoices shall be submitted monthly during project operations. Invoices are to be sent electronically, in the form of a PDF file, to kkahling.landmark@outlook.com and megan.layhee1@gmail.com. Invoices shall be submitted NO LATER THAN THE 5<sup>TH</sup> 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 UMWRA designation of work on the ground and the performance of other U.S. Forest Service work shall not be such as to cause unnecessary delay to Contractor.

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

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

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

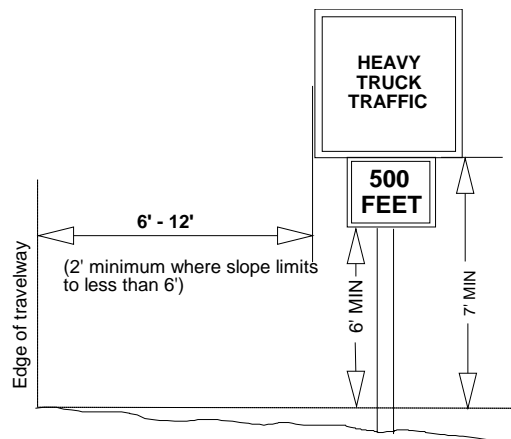


Figure 1: Sign Placement Dimensions

#### 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	300
65	650	625	575	500	375

Figure 2: A Portion of MUTCD TABLE II-1

### SIGN SUPPORTS

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

require breakaway design.

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

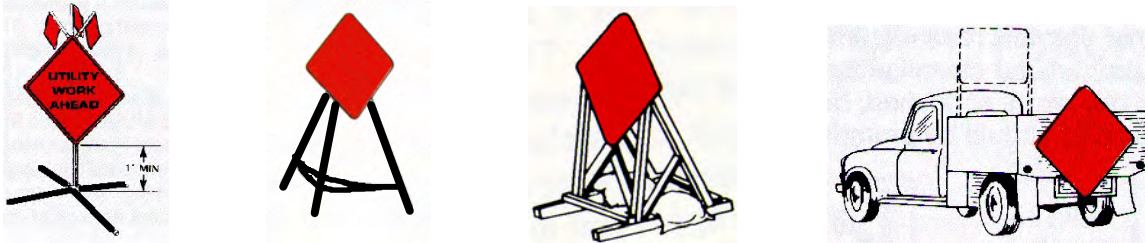
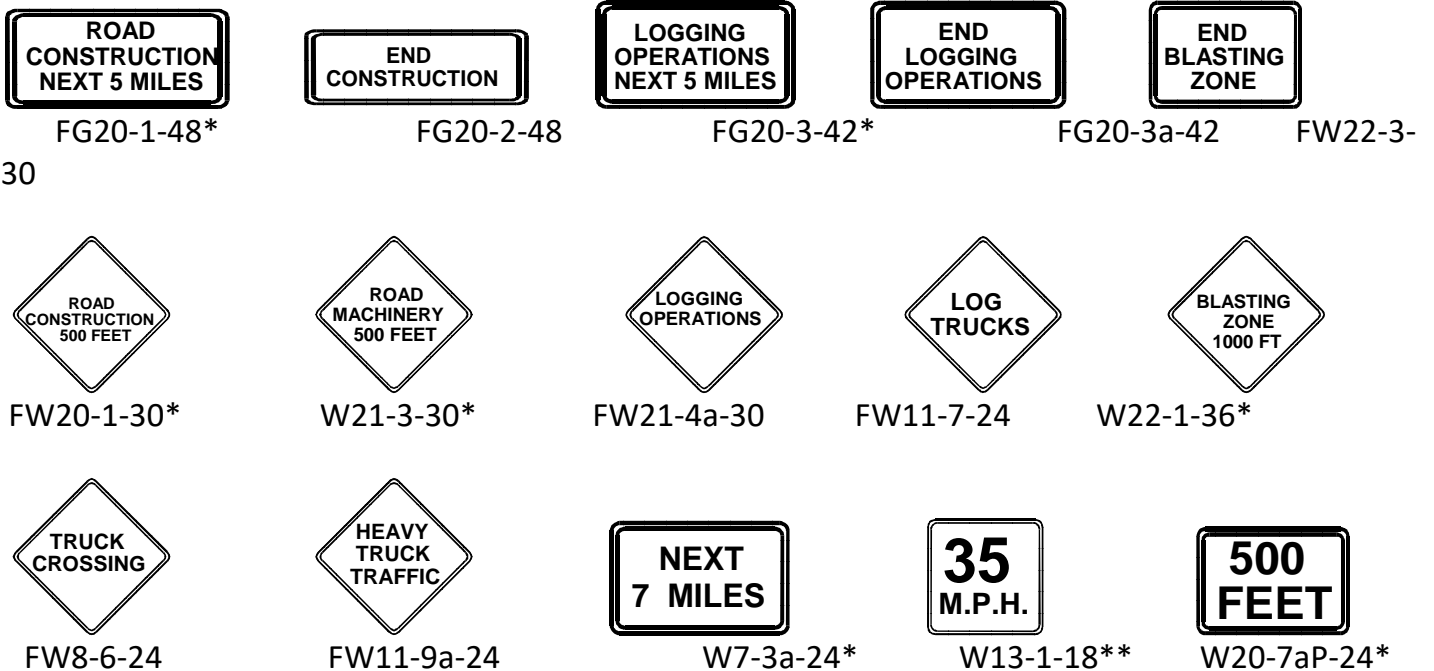


Figure 3: Examples of Temporary/Portable Supports

### SIGNS

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



\* 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 delimiting, log manufacturing, and chipping logs; or an area designated by UMRWA in proximity to mastication operations. Except for EV and E days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.

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

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

### 4. **TOOLS AND EQUIPMENT:**

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

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

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

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

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

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

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

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

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

requirements of the California Vehicle Code.

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

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

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

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

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
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
	SI	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
		M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

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

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

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

- (4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.
- (5) When Contractor is using Hot Saws or Masticators, an additional 250 feet of light weight hose, approved by UMRWA or the Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

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

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

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

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

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

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

## 5. **GENERAL**

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the Forest Service District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If Contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, UMRWA may

approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.

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

	Name	Office Address	Office telephone
<b>Dispatch Center</b>	<b>Office 24 Hour</b>	<b>N/A</b>	<b>530-644-0200</b>
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:

Title	Name	Telephone Number
Fire Supervisor		
Fire Patrolperson		

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

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
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6. **EMERGENCY PRECAUTIONS**

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

**Fire Danger Rating Area/Fire Weather Station for Project**    FORESTWIDE AVG  
**(Forest Service)**

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

**Phone Number or Website to obtain Predicted Activity Levels:**    530-295-5699  
(Eldorado Dispatch)

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

**PROJECT ACTIVITY LEVEL**

<b>Level</b>	<b><i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i></b>
<b>A</b>	Minimum requirements noted above in Sections 4 and 5.
<b>B</b>	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
<b>C</b>	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.
<b>D</b>	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.

<b>Level</b>	<b>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</b>
<b>Ev</b>	<ol style="list-style-type: none"> <li>1. The following activities may operate all day:               <ol style="list-style-type: none"> <li>a) Loading and hauling logs decked at approved landings.</li> <li>b) Loading and hauling chips stockpiled at approved landings.</li> <li>c) Servicing equipment at approved sites.</li> <li>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).</li> <li>e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings.</li> </ol> </li> <li>2. Hot Saws or Masticators may operate until 1:00 PM; provided that:               <ol style="list-style-type: none"> <li>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.</li> <li>b) Any additional restrictions specified by the Forest.</li> </ol> </li> <li>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</li> <li>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:               <ul style="list-style-type: none"> <li>• Rubber Tire Skidding</li> <li>• Chipping on Landings</li> <li>• Helicopter Yarding</li> <li>• Fire Salvage</li> </ul> </li> </ol> <p>When approved by UMWRA and a Forest Service Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by UMWRA and the Forest Service for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of UMWRA or the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor’s equipment for prevention and suppression readiness, type of operation and social and community considerations etc.</p>
<b>E</b>	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> <li>1. Loading and hauling logs decked at approved landings.</li> <li>2. Loading and hauling chips stockpiled at approved landings.</li> <li>3. Servicing Equipment at approved sites.</li> <li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).</li> <li>5. Chainsaw operation associated with loading at approved landings.</li> </ol> <p>All other activities are prohibited.</p>

## EXHIBIT F

### ROAD MAINTENANCE FOR LIMITED USE

#### 1. DESCRIPTION

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

#### 2. MAINTENANCE REQUIREMENTS

##### a. Timing

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

##### b. Drainage

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

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

##### c. Objects on Roadbed

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

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

##### d. Cutting Vegetation

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

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

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

### **3. MEASUREMENT AND PAYMENT**

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

**EXHIBIT G**  
**OPERATIONS PLAN**  
**(Template)**

<b>Project Name:</b>	<b>Plan Date:</b>
<b>Contractor:</b>	<b>Date Operations to Begin:</b>

**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)			

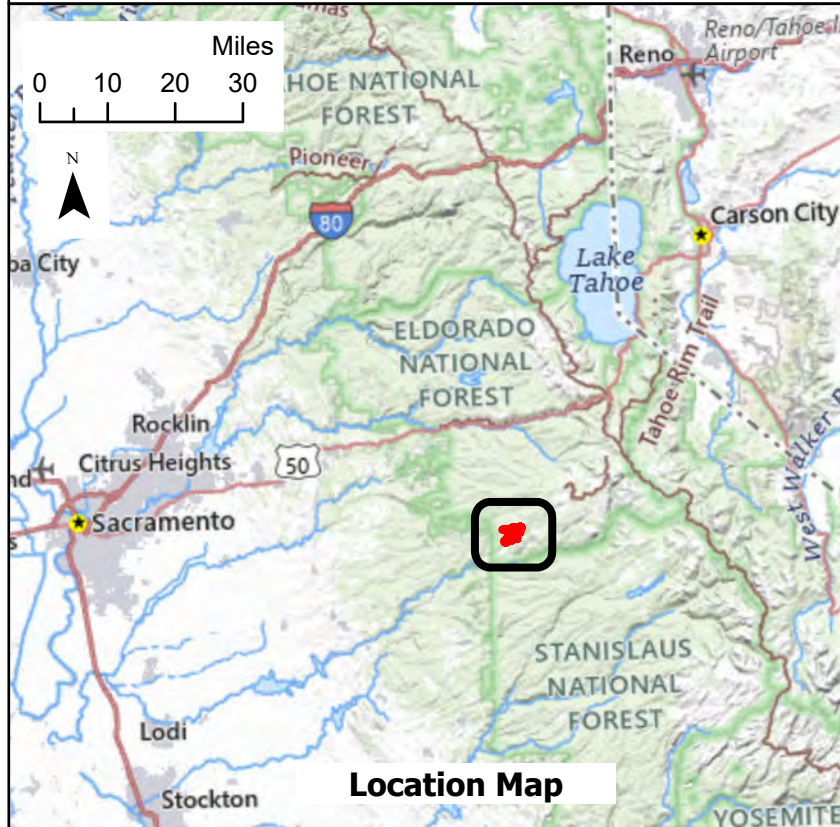
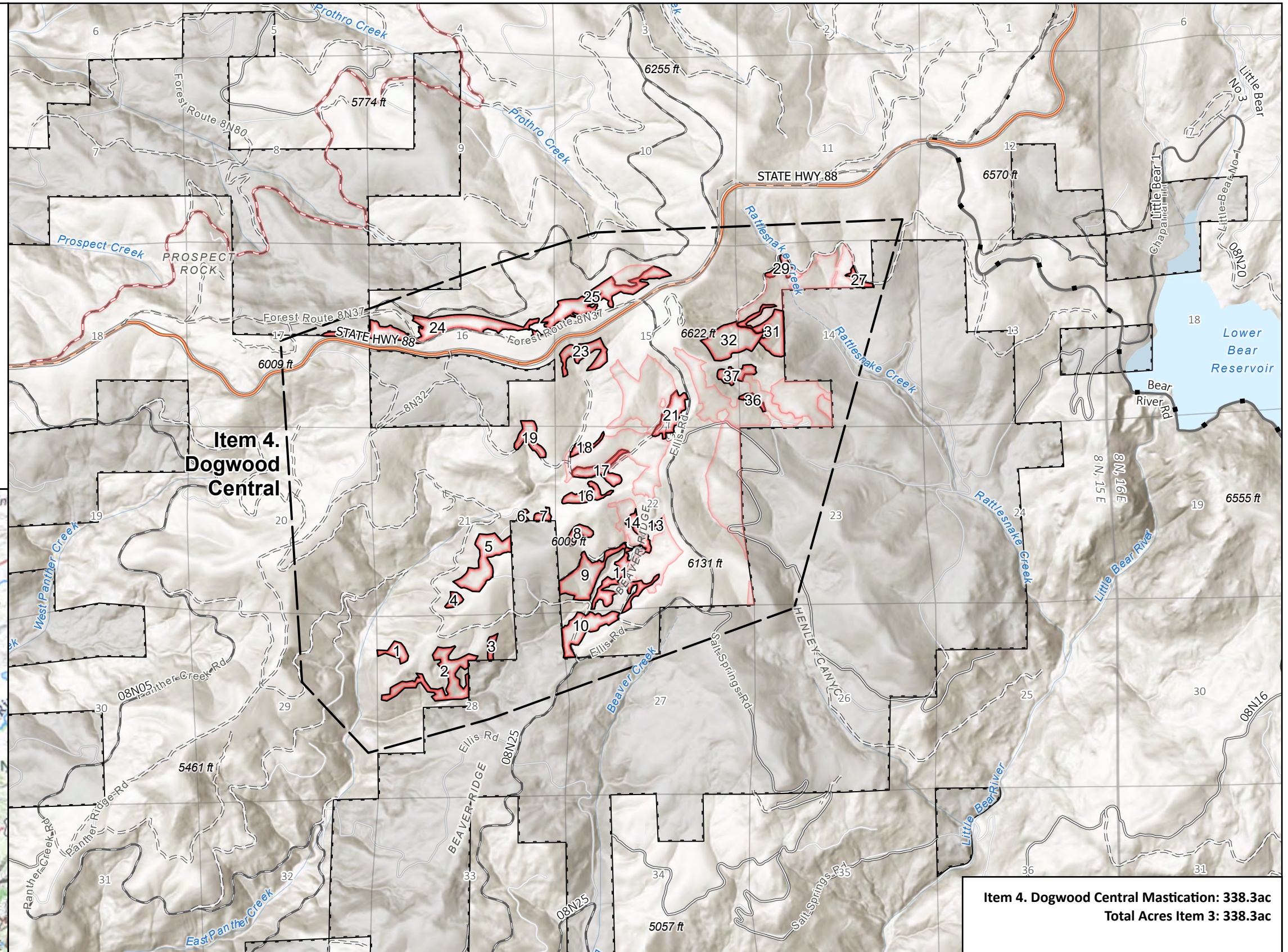
**Submitted** by Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**Accepted** by UMRWA: \_\_\_\_\_ Date: \_\_\_\_\_

**Item 4. Dogwood  
Central Hand Treatment**

Unit	Treatment	Acres	Unit	Treatment	Acres
1	Hand	5.6	17	Hand	11.2
2	Hand	28.1	18	Hand	3.8
3	Hand	2.8	19	Hand	9.7
4	Hand	3.1	21	Hand	13.0
5	Hand	24.3	23	Hand	14.3
6	Hand	1.7	24	Hand	39.5
7	Hand	2.6	25	Hand	33.4
8	Hand	5.0	27	Hand	3.3
9	Hand	23.3	29	Hand	4.7
10	Hand	20.1	31	Hand	18.8
11	Hand	21.7	32	Hand	24.8
13	Hand	1.0	36	Hand	3.1
14	Hand	3.5	37	Hand	7.8
16	Hand	8.0			

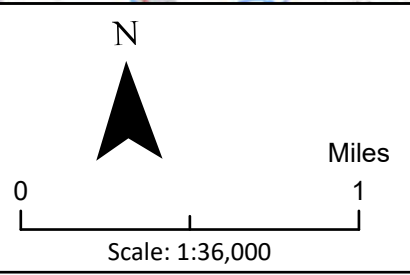
**Item 4. Dogwood  
Central Hand Treatment  
Mastication: 338.3ac  
Total Area: 338.3ac**



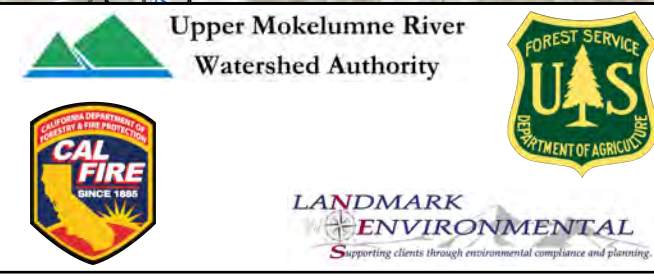
**Item 4.  
Dogwood  
Central**

**Item 4. Dogwood Central Mastication: 338.3ac  
Total Acres Item 3: 338.3ac**

Map: A. Price



- Item 4. Dogwood Central Hand Treatment
- Adjacent Active Project (NIC)
- National Forest Boundary
- US Forest Service Land
- Non-FS Land
- Electric Transmission Lines



**UMRWA Forest Projects Plan Phase 1  
Project Area Maps for:  
Dogwood Fuels Reduction Project  
Item 4. Dogwood Central Mastication**

Date: April 10, 2026 Page 1 of 2

# UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

## GENERAL SERVICES AGREEMENT

for

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

### **DRAFT Birch Buena Vista Rancheria #1 (BVR1) Fuels Reduction Project**

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 BUENA VISTA RANCHERIA (“Contractor”).

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

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

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

Exhibit A	Scope of Work and Project Area Map
Exhibit B	General Requirements
Exhibit C	Insurance Certificates (i.e. Workers Comp; Commercial Liability, Auto)
Exhibit D	Payment Terms and Procedures
Exhibit E	Specifications for Operations
Exhibit F	Road Maintenance for Limited Use
Exhibit G	Operations Plan

The maximum compensation payable to the Contractor shall not exceed \$400,000.00 dollars as shown below for the term of this Agreement.

Description	Unit of Measure	Estimated Quantity <sup>1</sup>	Unit Price	Extended Price
Item #1 (Birch Buena Vista Rancheria #1, BVR1) Mastication	acre	103.4	\$2,450/acre	\$253,330
Item #2 (Birch Buena Vista Rancheria #1, BVR1) Hand Treatments	acre	72.4	\$2,000/acre	\$144,800

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

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

Term of Agreement: The term of this agreement begins on the date this agreement is executed by the Upper Mokelumne River Watershed Authority and terminates on November 15, 2026.

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: Buena Vista Rancheria of Me-Wuk Indians  
 [Insert name]  
 8950 Cal Center Dr, Suite 160  
 Sacramento, CA 95826

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: \_\_\_\_\_  
Insert name, title

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**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**

<b>PROJECT</b>			
<b>Project</b>	<b>Description</b>	<b>Unit</b>	<b>Estimated Quantity*</b>
Birch Buena Vista Rancheria #1 (BVR1)	Mastication and Hand Treatment	Acres	175.8

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

## Hand Treatment Specifications

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

### **Aspen Stand Treatment Specifications**

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

## Equipment Requirements

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

## Resource Protection Measures

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

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

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

### **Limited Operating Periods and Schedule for Completion**

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

### **Road and Trail Use Applicable to All Items**

- a. Tracked machines with metal grousers shall be prohibited on asphalt paved and chip seal surfaced roads, unless approved by UMRWA.
- b. Road signs indicating warning of work in progress are required at the beginning of any road and/or OHV trail while the operator is working in the vicinity and material from operator's work might cause a hazard to the general public using these trails/roads.
- c. All roads leading into each project area and trails within units are to be kept open and cleared of any debris that may occur as a result of the work. Mastication adjacent to roads must be conducted in a safe manner that does not result in debris on any roadway. Masticated or hand cut materials must be cleared from ditches, culvert inlets, and other road drainage structures prior to unit completion or prior to a 30% chance of precipitation in the treated area.
- d. Contractor and UMRWA shall agree on the work necessary to open roadways to be passable for use by full-size pickups, mastication equipment, and Contractor's vehicles. Contractor is responsible for performing such work and for maintenance pursuant to Exhibit F: Road Maintenance for Limited Use. In addition, dust abatement may be required to protect native

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

**Additional Specifications for Operations: Applies to all work.**

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

**PROJECT AREA MAP is attached as a separate document.**

## EXHIBIT B GENERAL REQUIREMENTS

### CONTENTS

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

**6. CHARACTER OF WORKFORCE**

The Contractor shall at all times have a competent English speaking field supervisor on site when Work is being performed. The Contractor shall only employ skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

**7. CHANGES**

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

the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the Authority or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the Authority will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

## **8. EFFECT OF EXTENSIONS OF TIME**

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

## **9. DELAYS**

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for

whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

- b. For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- c. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the Authority, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- d. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the Authority or by causes within the exclusive control of the Authority, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- e. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:
  - i. One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
  - ii. All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

## 10. TERMINATION

- a. Termination by the Authority for Cause:
  - i. Authority may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
    1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.

2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
  3. A receiver is appointed to take charge of the Contractor's property.
  4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
  5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
  6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the Authority.
  7. The Contractor fails to provide the Authority with a written plan to cure an Authority identified default within five business days after the Authority's request for a plan to cure; the Authority does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
  8. The Contractor abandons the Work. Abandonment is conclusively presumed when the Authority requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the Authority's request.
  9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
  10. The Contractor is in default of any other material obligation under the Contract Documents.
- ii. If any of the above events occur, the Authority may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the Authority within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.
  - iii. Upon any of the occurrences referred to in Article 18.a.i. above, the Authority may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the Authority may deem expedient. If requested by the Authority, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the Authority may remove or store, and after 90 days sell, any of the same at the Contractor's expense.
  - iv. No termination or action taken by the Authority after termination shall prejudice any other rights or remedies of the Authority provided by law or by the Contract Documents.
  - v. Conversion: If, after termination for other than convenience, it is determined

that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

b. Termination by the Authority for Convenience:

- i. The Authority may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the Authority shall pay the Contractor as set forth below.
- ii. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
  1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
  2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
  3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
  4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.
- iii. Upon such termination for convenience, the Authority will pay to the Contractor the sum of the following:
  1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
  2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
  3. Any proven losses with respect to materials and equipment directly resulting from the termination.
  4. Reasonable demobilization costs.
- iv. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.

- c. Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.
- d. Force Majeure: If the contract is suspended or terminated by the Authority because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

## **11. DAMAGES**

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

## **12. ORDER OF PRECEDENCE**

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
  - i. Approved Change Orders.
  - ii. Addenda.
  - iii. RFQ or RFP.
  - iv. Referenced Standard Specifications and Drawings.
  - v. Contractor's Response Packet

## **13. INDEMNIFICATION/RESPONSIBILITY**

- a. Contractor shall indemnify, keep and save harmless the Authority and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
  - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
  - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred.

If any judgment is rendered, or settlement reached, against the Authority or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.

c. This indemnification shall survive termination or expiration of the Contract.

**14. PROHIBITION OF ASSIGNMENT**

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

**15. NEWS RELEASES**

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

**16. TRANSFER OF INTEREST**

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

**17. SEVERABILITY**

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

**18. COVENANT AGAINST GRATUITIES**

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

**19. RIGHTS AND REMEDIES OF THE AUTHORITY**

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

**20. WAIVER OF RIGHTS**

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

**21. CONFIDENTIALITY**

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

**22. RETENTION OF RECORDS**

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

## EXHIBIT C

### INSURANCE CERTIFICATES

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

#### A. Workers Compensation Insurance

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

#### B. Commercial General Liability Insurance

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

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

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

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

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

1. The Authority, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract. In addition, for use of SPI roads for ingress and egress, SPI shall be shown as Additional Insureds.
2. The coverage is *Primary and non-contributory* to any other applicable insurance carried by the Authority.

3. The policy(ies) covers *contractual liability*.
4. The policy(ies) is written on an *occurrence* basis.
5. The policy(ies) covers the Authority's Property in Consultant's care, custody, and control.
6. The policy(ies) covers *personal injury* (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards, fire suppression expense, property damage to forest land due to fire, and property damage to non-owned automobiles and equipment due to fire. A \$1,000,000 Loggers Broad Form shall be deemed acceptable in meeting the stated coverage.
8. The policy(ies) covers *products and completed operations*.
9. The policy(ies) covers the use of *owned, non-owned*, and hired automobiles.
10. The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
11. The policy(ies) will not be canceled nor the above coverages/endorsements reduced without 30 days written notice to Authority at the address above.

## EXHIBIT D

### PAYMENT TERMS AND PROCEDURES

Invoices shall be submitted monthly during project operations. Invoices are to be sent electronically, in the form of a PDF file, to [kkahling.landmark@outlook.com](mailto:kkahling.landmark@outlook.com) and [megan.layhee1@gmail.com](mailto:megan.layhee1@gmail.com). Invoices shall be submitted NO LATER THAN THE 5<sup>TH</sup> OF THE MONTH for all units completed and accepted as of the last calendar day of the prior month. Only one invoice per month shall be submitted. Only completed units may be invoiced unless requested in writing by the Contractor and approved by the UMRWA Field Operations Manager.

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

Submitted invoices shall contain:

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

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

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

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

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

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

## EXHIBIT E

### SPECIFICATIONS FOR OPERATIONS

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

1. **Project Map (Map).** This is the boundary of the Treatment Units as shown on the Map and designated on the ground. The following are identified on the Map as applicable:
  - a) Identified patented claims.
  - b) Boundaries of all treatment units.
  - c) Areas where leave trees are marked to be left uncut.
  - d) Roads where use is prohibited or restricted.
  - e) Roads and trails to be kept open.
  - f) Improvements to be protected.
  - g) Locations of known wildlife or plant habitat and cave resources to be protected.
  - h) Locations of areas known to be infested with specific invasive species of concern.
  - i) Streamcourses to be protected.
  - j) Locations of meadows requiring protection.
  - k) Locations of wetlands requiring protection.

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

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

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

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

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

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

- c) Controlled Area CA-5: Areas flagged with pink and black striped flagging where Hand Thinning up to maximum 6 inches dbh required.
5. **Use of Roads by the Contractor.** Contractor is/are authorized to use existing National Forest system roads when such use will not cause damage to the roads or National Forest resources. UMRWA and the Forest Service will determine if such use will not cause damage to the roads or National Forest resources.
6. **Snow Removal.** If Contractor removes snow from roads, such work shall be done with UMRWA approval and in a manner that will protect roads and adjacent resources.
- Snow berms shall be removed or placed to avoid accumulation of melt water on the road and prevent water concentration on erosive slopes or soils.
- Snow must not be removed to the road surface. A minimum 6-inch snow depth must be left to protect roadway. If the road surface is damaged, Contractor shall replace lost surface material and repair structures damaged in blading operations.
7. **Protection of Residual Trees.** Contractor's operations shall not unnecessarily damage young growth or other trees to be reserved.
8. **Protection of Buried Utilities.** Contractor shall contact the Underground Service Alert of Northern California and Nevada at 811 or 800-642-2444 prior to operations to request the known locations of buried utilities be marked to avoid unintentional damage.
9. **Safety.** Contractor's operations shall facilitate UMRWA's safe and practical inspection of Contractor's operations and conduct of other official duties on the Project Area. Contractor has/have all responsibility for compliance with safety requirements for Contractor's employees, and ensuring safe working conditions.

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

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

## PROJECT OPERATIONS SIGNING STANDARDS

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

### SIGN STANDARDS

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

**SUBSTRATE:** Sign substrate material may be High Density Overlay (HDO) Plywood, Aluminum, Fiberglass

Reinforced Plastic, Corrugated Plastic or Roll-up Fabrics.

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

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

### SIGN PLACEMENT

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

#### LATERAL CLEARANCE

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

#### HEIGHT

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

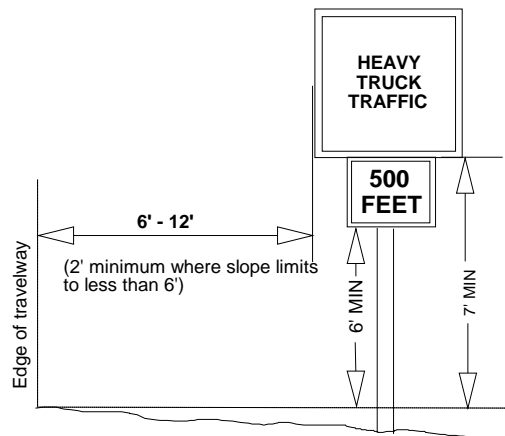


Figure 1: Sign Placement Dimensions

#### PLACEMENT DISTANCE

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

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

Figure 2: A Portion of MUTCD TABLE II-1

### SIGN SUPPORTS

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

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

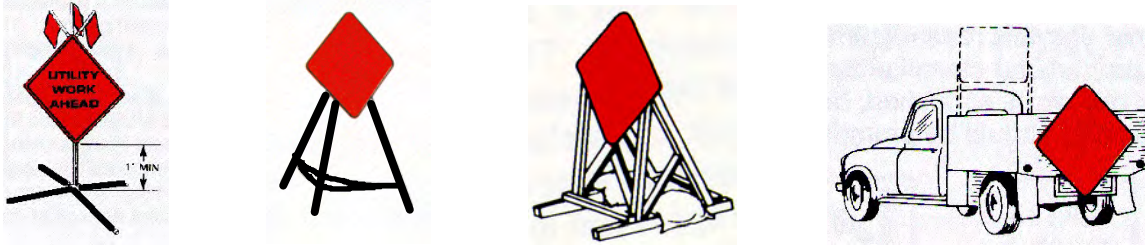
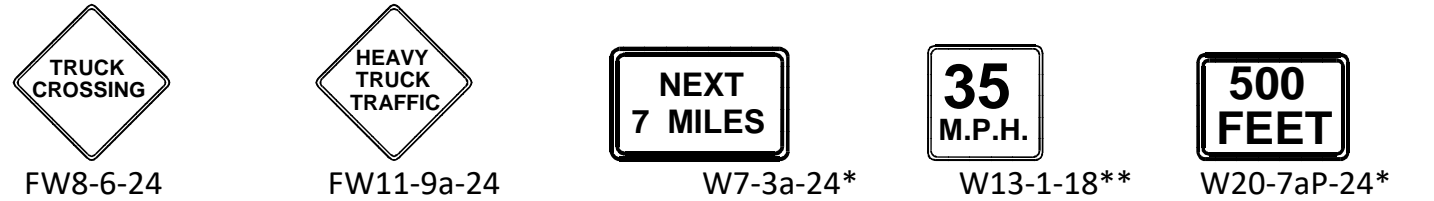
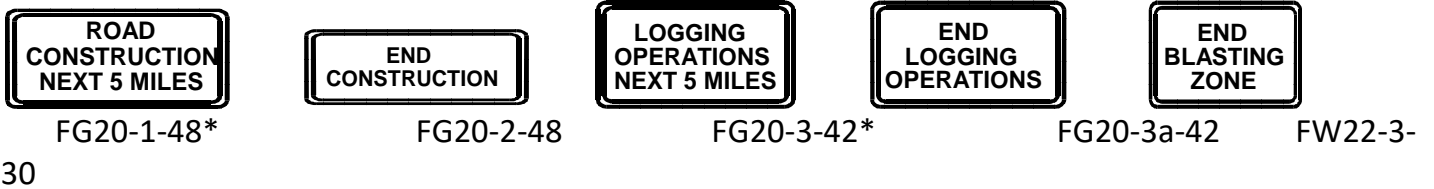


Figure 3: Examples of Temporary/Portable Supports

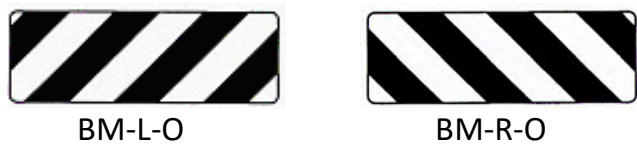
**SIGNS**

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



\* Specify Distance

\*\* Specify Speed



Barricade Markers (See MUTCD for length and stripe size)

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

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

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

11. **Sanitation and Servicing.** Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by Contractor's operations. Precautions shall include if facilities for employees are established on the Project Area, they shall be operated in a sanitary manner. The parties shall agree to the cleanup and restoration of a polluted site. Contractor shall maintain all equipment operating on Project Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. Contractor shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. Contractor shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. Contractor shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.
12. **Prevention of Oil Spills.** If Contractor maintain(s) storage facilities for oil or oil products on the Project Area, Contractor shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, Contractor shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. Contractor shall notify the UMRWA and appropriate agencies of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of the Project Area that are caused by Contractor's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of Contractor's operations. Contractor will take whatever initial action may be safely accomplished to contain all spills.
13. **Hazardous Substances.** Contractor shall notify the National Response Center, UMRWA, and Forest Service principal contact of all releases of reportable quantities of hazardous substances on or in the vicinity of the Project Area that are caused by Contractor's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of Contractor's operations, in accordance with 40 CFR 302.
14. **Cleaning Equipment.** In order to prevent the spread of noxious weeds into the Project Area, Contractor shall be required to clean all off-road equipment **prior** to entry on to the Project Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only equipment so cleaned and inspected by UMRWA will be allowed to operate within the Project Area. All subsequent move-ins of equipment to the Project Area shall be treated in the same manner as the initial move in. "Equipment" includes all logging, mastication, and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

Contractor shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

As agreed, upon, UMRWA shall inspect equipment at cleaning location.

New infestations of noxious weeds, of concern to Forest Service and identified by either UMRWA or Contractor, on the Project Area or on the haul route, shall be promptly reported to the other party. Contractor and UMRWA shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

15. **Protection of Streamcourses.** Contractor's Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (c). In event Contractor cause(s) debris to enter streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Contractor shall remove such debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to streamcourses.
- a) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to streamcourses. Trees or products shall not be otherwise hauled or yarded across streamcourses unless fully suspended.
  - b) Wheeled or track-laying equipment shall not be operated in streamcourse buffers, except at crossings agreed to by Contractor and UMRWA or as essential to construction or removal of culverts and bridges.
  - c) Flow in streamcourses may be temporarily diverted only if such diversion is necessary for Contractor's planned construction and the Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

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

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

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

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

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

17. **Protection of Land Survey Monuments.** Contractor shall protect all known survey monuments, and bearing trees against avoidable destruction, obliteration, or damage during Contractor's operations. If any known monuments are, corners, or accessories are destroyed, obliterated, or damaged by Contractor's operations, Contractor shall hire the appropriate county surveyor or a registered land surveyor to

reestablish or restore at the same location the monuments, corners or accessories. Such surveyors shall use procedures in accordance with the Bureau of Land Management "Manual of Instructions for the Survey of the Public Lands of the United States" for General Land Office surveys and in accordance with State law for others. Contractor shall record such survey in appropriate county records.

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

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

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

**19. Meadow Protection.** Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on the Map. Vehicular or other equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by hand. Resulting slash shall be removed where necessary to protect cover, soil, and water.

**20. Wetlands Protection.** Wetlands requiring protection under Executive Order 11990 are shown on the Map. Vehicular or other equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved.

**21. Current Operating Areas.** Where project work is in progress but not completed, unless agreed to otherwise, Contractor shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion. Such protection shall be provided, for all disturbed, unprotected ground that is not to be disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations, Contractor shall keep such work on any additional disturbed areas as up to date as practicable.

**22. Erosion Control Structure Maintenance.** During the period of this Contract, Contractor shall provide maintenance of soil erosion control structures constructed by Contractor until they become stabilized, but not for more than one year after their construction.

**23. Fire Precautions and Control**

a) **Plans.** Prior to initiating Contractor's operations during Fire Precautionary Period, Contractor shall file with UMRWA a Fire Prevention and Control Plan providing for the prevention and control of fires on the Project Area and other areas of Contractor's Operations. Such plan shall include a detailed list of personnel and equipment at Contractor disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one Contract.

b) **Fire Precautions.** Specific fire precautionary measures listed in this Appendix shall be applicable during Contractor's Operations in "Fire Precautionary Period" described. The dates of Fire Precautionary Period may be changed by agreement, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during Contractor's operations in Fire Precautionary Period.

c) **Substitute Precautions.** UMRWA may authorize substitute measures or equipment, or waive specific

requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.

- d) **Emergency Precautions.** UMRWA or Forest Service may require the necessary shutting down of equipment on portions of Contractor's Operations, as specified by the emergency fire precautions schedule. Under such conditions, after Contractor cease(s) active operations, Contractor shall release for hire by Forest Service, if needed, Contractor's shutdown equipment for fire standby on the Project Area or other areas of Contractor's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by Contractor for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common in the area or at prior agreed rates and, if Contractor request(s), shall be operated only by personnel approved by the Contractor. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.
- e) **Fire Precautionary Period and Fire Precautions.** Specific fire precautionary measures are set forth below. Upon request of UMRWA, Contractor shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. Contractor shall promptly remedy deficiencies found through such inspecting and testing.

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

- i. *See FIRE PLAN below*

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

- a) **The Contractor's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Project Area or any other forest fire on Project Area, has not been suppressed by initial action and appreciable reinforcement strength is required, UMRWA may require further actions by Contractor until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:
- b) **Suspend Operations.** To suspend any or all of Contractor's Operations.
- c) **Personnel.** To release for employment by Forest Service any or all of Contractor's personnel engaged in Contractor's Operations or timber processing within the distance of Project Area: **(25 Road miles).** Any organized crew so hired shall include Contractor's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.
- d) **Equipment.** To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of Contractor's equipment suitable for fire fighting and currently engaged in Contractor's Operations within the distance of Project Area: **(100 Road miles).** Equipment shall be operated only by personnel approved by Contractor, if so requested by Contractor.
- e) **Operations Fire.** An "Operations Fire" is a fire caused by Contractor's Operations, in the course of

fulfilling the Contract, other than a Negligent Fire.

Contractor agrees to reimburse UMRWA for the cost for each Operations Fire, subject to a maximum of the dollar amount stated herein. The cost of Contractor's actions, supplies, and equipment on any such fire provided pursuant to this Contract, or otherwise at the request of UMRWA or Forest Service, shall be credited toward such maximum. If Contractor's actual cost exceeds its fire liability limit stated herein, Forest Service, through UMRWA, shall reimburse Contractor for the excess.

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

Maximum Amount:            \$36,100

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

**FIRE PLAN**

1. **SCOPE:**

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

2. **RESPONSIBILITIES:**

A. Contractor

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the Contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of Contract operations, and shall extinguish all such fires which may escape.
- (3) Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan, before beginning operations during Fire Precautionary Period and shall update such certification when operations change.
- (4) Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

B. UMRWA

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

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

### 3. **DEFINITIONS:**

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

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

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

### 4. **TOOLS AND EQUIPMENT:**

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

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

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

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

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

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

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

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

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

requirements of the California Vehicle Code.

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

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

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

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

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
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
	SI	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
		M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

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

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

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

- (4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.
- (5) When Contractor is using Hot Saws or Masticators, an additional 250 feet of light weight hose, approved by UMRWA or the Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

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

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

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

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

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

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

## 5. **GENERAL**

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the Forest Service District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If Contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, UMRWA may

approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.

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

	Name	Office Address	Office telephone
<b>Dispatch Center</b>	<b>Office 24 Hour</b>	<b>N/A</b>	<b>530-644-0200</b>
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:



<b>Level</b>	<b>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</b>
<b>Ev</b>	<ol style="list-style-type: none"> <li>1. The following activities may operate all day:               <ol style="list-style-type: none"> <li>a) Loading and hauling logs decked at approved landings.</li> <li>b) Loading and hauling chips stockpiled at approved landings.</li> <li>c) Servicing equipment at approved sites.</li> <li>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).</li> <li>e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings.</li> </ol> </li> <li>2. Hot Saws or Masticators may operate until 1:00 PM; provided that:               <ol style="list-style-type: none"> <li>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.</li> <li>b) Any additional restrictions specified by the Forest.</li> </ol> </li> <li>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</li> <li>4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:               <ul style="list-style-type: none"> <li>• Rubber Tire Skidding</li> <li>• Chipping on Landings</li> <li>• Helicopter Yarding</li> <li>• Fire Salvage</li> </ul> </li> </ol> <p>When approved by UMWRA and a Forest Service Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by UMWRA and the Forest Service for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of UMWRA or the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor’s equipment for prevention and suppression readiness, type of operation and social and community considerations etc.</p>
<b>E</b>	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> <li>1. Loading and hauling logs decked at approved landings.</li> <li>2. Loading and hauling chips stockpiled at approved landings.</li> <li>3. Servicing Equipment at approved sites.</li> <li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).</li> <li>5. Chainsaw operation associated with loading at approved landings.</li> </ol> <p>All other activities are prohibited.</p>

## EXHIBIT F

### ROAD MAINTENANCE FOR LIMITED USE

#### 1. DESCRIPTION

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

#### 2. MAINTENANCE REQUIREMENTS

##### a. Timing

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

##### b. Drainage

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

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

##### c. Objects on Roadbed

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

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

##### d. Cutting Vegetation

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

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

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

### **3. MEASUREMENT AND PAYMENT**

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

**EXHIBIT G**  
**OPERATIONS PLAN**  
**(Template)**

<b>Project Name:</b>	<b>Plan Date:</b>
<b>Contractor:</b>	<b>Date Operations to Begin:</b>

**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:**

<b>Position</b>	<b>Name/Title</b>	<b>Cell Phone</b>	<b>Office Phone</b>
Field Project Manager			
Field Representative			

**CONTRACTOR:**

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

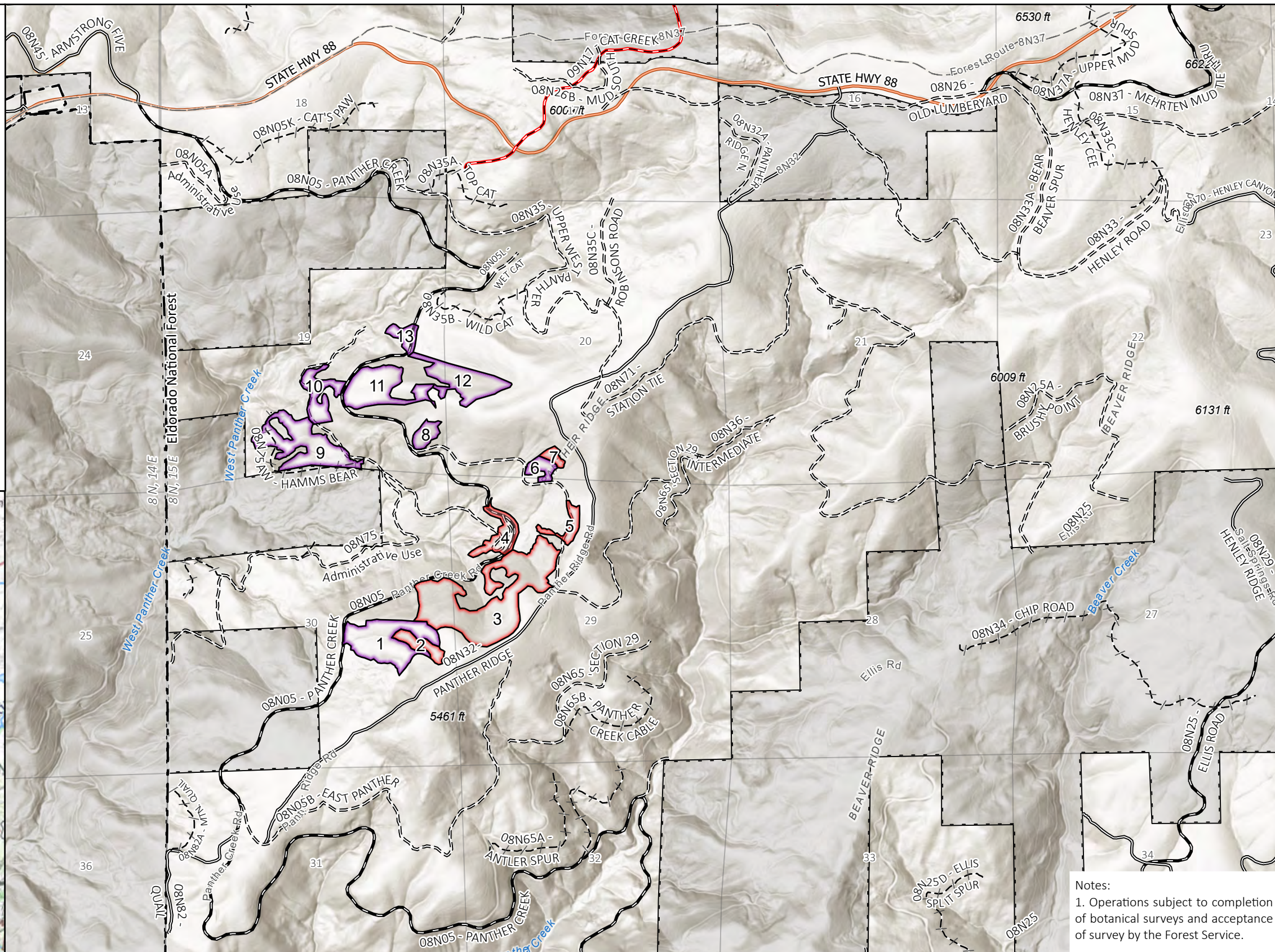
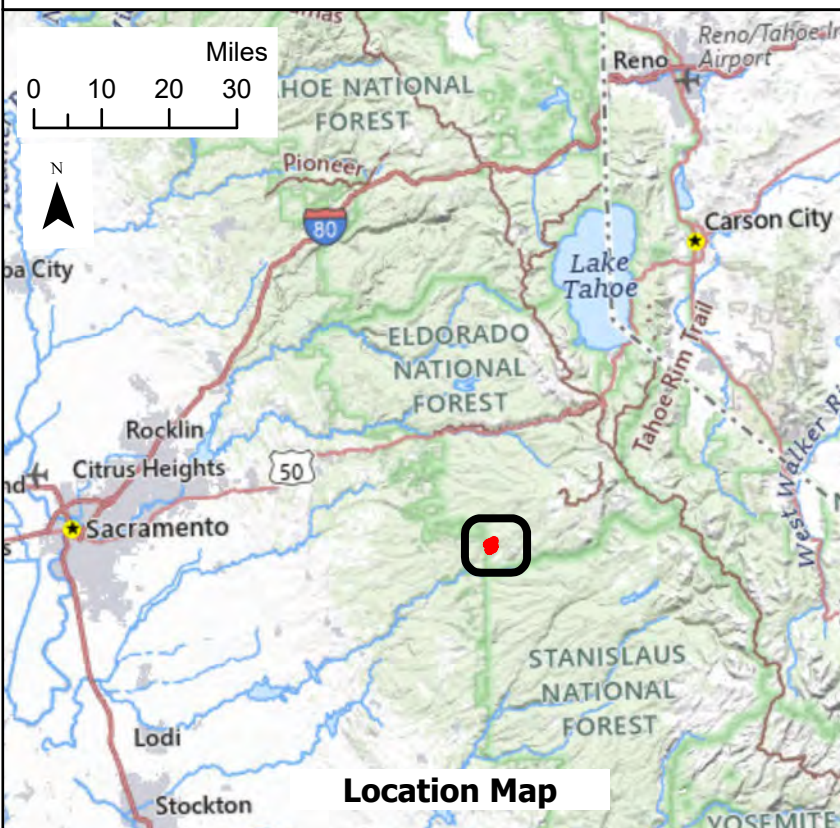
**Submitted** by Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

**Accepted** by UMRWA: \_\_\_\_\_ Date: \_\_\_\_\_

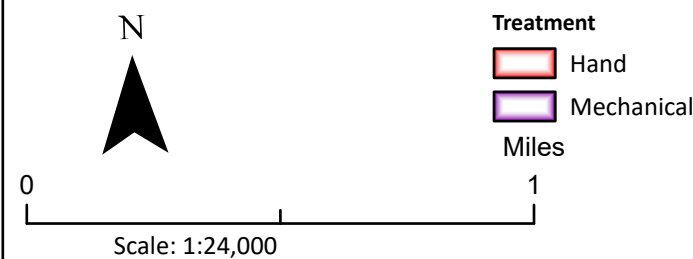
**Birch - Buena Vista Rancheria #1 (BVR1)**

Unit	Treatment	Acres
1	Mechanical	23.3
2	Hand	4.8
3	Hand	52.5
4	Hand	8.7
5	Hand	4.2
6	Mechanical	3.8
7	Hand	2.1
8	Mechanical	4.1
9	Mechanical	23.8
10	Mechanical	9.7
11	Mechanical	17.9
12	Mechanical	16.4
13	Mechanical	4.2

**Hand Treatment: 72.4ac**  
**Mechanical Treatment: 103.4ac**  
**Total Area: 175.8ac**



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



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

**UMRWA Forest Projects Plan Phase 1**  
**Project Area Maps for**  
**Birch - Buena Vista Rancheria #1**  
**(BVR1)**  
 Date: April 9, 2026 Page 1 of 2

## GRANT AND SERVICES AGREEMENT

This **Grant and Services Agreement** (as amended, amended and restated, modified, or supplemented from time to time, this “**Grant Agreement**”), is made as of \_\_\_\_\_ (the “**Effective Date**”), by and between the Upper Mokelumne River Watershed Authority, a joint powers authority organized under the laws of the State of California (the “**Grantee**”) and Upper Mokelumne I FRB LLC, a Delaware limited liability company (the “**Grantor**”), and together with Grantee the “**Parties**”).

### ARTICLE 1 PURPOSE

The purpose of this Grant Agreement is to provide a framework of cooperation of the Parties and to fund the management and implementation of forest restoration activities conducted in connection with Forest Projects Plan Phase I in the upper Mokelumne River watershed (the “**Project**”). The amount of funding provided under this Grant Agreement is specifically linked to a certain set of Project activities completed in 2025: hand and mechanical thinning, hand and mechanical fuels reduction, and general fuels reduction work totaling 338.7 acres in Birch 1, 109.8 acres in Arbor 3, and 697.5 acres in Hwy 88 East.

### ARTICLE 2 PROJECT DESCRIPTION

To accomplish the purposes set forth in Article 1, the Parties shall have the following responsibilities:

#### 2.1 Grantee Responsibilities. The Grantee shall:

2.1.1 (a) Receive funds from the Grantor; (b) administer the financial tracking of the projects funded by the Grantor; and (c) use those funds solely for the design and implementation of the Project.

2.1.2 Perform, or cause its contractors or affiliates (collectively the “**Service Providers**”) to perform, directly or indirectly, services which are described in the scope of work set forth in Exhibit A (the “**Services**”);

2.1.3 Provide to the Grantor a quarterly status report (delivered no later than the last day of each February, May, August, and November) describing the status of any ongoing Service, in a form acceptable to the Grantor at its sole discretion. The Grantee shall provide any other reports and information regarding the Project and the Services as may be reasonably requested in writing by the Grantor;

2.1.4 Keep and maintain accurate records, accounts, and documentation pertaining to the receipt, disbursement, and use of the Grant to pay Service Providers, vendors, suppliers, and others who are engaged in connection with the performance of the Services, including all invoices, receipts, payment records, contracts, purchase orders, and other source documents. These records shall be retained for a period of not less than four (4) years after the Effective Date. These records shall be accessible and available for inspection or audit by the Grantor and its service providers, including but not limited to employees, consultants, accountants, attorneys, or agents, at reasonable times and upon reasonable notice;

2.1.5 Comply, and require any Service Providers to comply, with applicable statutes and regulations applicable to public works projects, including, but not limited to, as applicable, the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; keeping of proper payroll records; workers’ compensation insurance; payment/labor and materials bond; non-discrimination laws; contractors’ state license requirements; and, contractor registration with applicable regulatory agencies and governmental authority;

2.1.6 Perform, and require its Service Providers to perform the Services in compliance with all applicable federal, state and local laws and regulations, including acquisition of all permits, licenses, entitlements and authorizations required to perform or undertake the Services; and

2.1.7 Not engage or allow the engagement of any Service Provider unless such Service Provider has obtained all consents, approvals, authorizations, licenses, governmental orders, permits or filings from or with any governmental authority that is required to be obtained or made by such Service Provider in connection with its performance of any Service.

## 2.2 Contribution.

2.2.1 Initial Contribution. The Grantor shall make a contribution of \$1,143,708 to the Grantee (the “**Initial Contribution**”). Such Initial Contribution shall be funded by ACH or wire transfer within thirty (30) days of the Effective Date, using payment instructions provided to the Grantor in writing by the Grantee.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

2.1 Representations. The Grantee represents and warrants to the Grantor as of the Effective Date that:

2.1.1 it is a duly formed, valid, and existing corporation in good standing under the laws of and duly qualified to do business in the State of California;

2.1.2 the execution and delivery of this Grant Agreement, and the performance by the Grantee of its obligations hereunder and thereunder are within the Grantee’s powers and have been duly authorized by all necessary organizational action on the Grantee’s part, and do not and will not contravene or conflict with the Grantee’s organizational documents or violate or constitute a default under any law, any presently existing requirement or restriction imposed by judicial, arbitral or other governmental instrumentality or any agreement, instrument or indenture by which the Grantee is bound;

2.1.3 this Grant Agreement constitutes the Grantee’s legal, valid and binding obligations, enforceable in accordance with their respective terms;

2.1.4 the Grantee shall use the proceeds of the Grant Agreement solely for the purposes described in Article 1 herein; and

2.1.5 no consent, approval, authorization, license, governmental order, permit or filing from or with any governmental authority is required to be obtained or made by the Grantee in connection with the execution and delivery of this Grant Agreement and the performance by the Grantee of the transactions contemplated hereby.

### **ARTICLE 4 MISCELLANEOUS**

3.1 Governing Law. The validity, interpretation, construction and performance of this Grant Agreement, and all acts and transactions pursuant hereto and thereto and the rights and obligations of the Grantee and the Grantor hereunder and thereunder, shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.

3.2 Entire Agreement. This Grant Agreement and the other documents referred to herein constitute the entire agreement and understanding between the Grantor and the Grantee relating to the subject matter herein and therein and supersedes all prior or contemporaneous discussions, understandings and agreements,

whether oral or written, between them relating to the subject matter hereof and thereof.

- 3.3 **Notices.** Any notice, request or other communication to be given or made under this Grant Agreement to the Grantor or the Grantee shall be in writing. Such notice, request or other communication shall be deemed to have been duly given or made when delivered by hand, by international courier or express delivery service, or other electronic communication to the Party to which it is required or permitted to be given or made at such Party's address specified below or at such other address as such Party shall have designated by notice to the Party giving or making such notice, request or other communication. Any such notice, request or other communication sent to an e-mail address shall be deemed effective upon the Grantee's receipt of an acknowledgment from the Grantor (such as by return e-mail or other written acknowledgment).

**Notices to Grantor:**

Blue Forest Finance Inc.

Attn: Upper Mokelumne I FRB LLC

5960 S Land Park Dr #1264 Sacramento, CA 95822

Email: [accounting@blueforest.org](mailto:accounting@blueforest.org); [financeops@blueforest.org](mailto:financeops@blueforest.org)

**Notices to Grantee:**

Upper Mokelumne River Watershed Authority

18053 Camanche Parkway South

Valley Springs, CA 95252

Email: [rsykes@umrwa.org](mailto:rsykes@umrwa.org)

- 3.4 **Amendments and Waivers.** Any term of this Grant Agreement may be amended only with the written consent of the Parties. Any amendment or waiver effected in accordance with this Section 4.4 shall be binding upon the Parties.
- 3.5 **Successors and Assigns.** The terms and conditions of this Grant Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Notwithstanding the foregoing, the Grantee may not assign, pledge, or otherwise transfer this Grant Agreement without the prior written consent of the Grantor.
- 3.6 **JURISDICTION; VENUE.** ANY CLAIM OR DISPUTE BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS GRANT AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE GRANTOR OR THE GRANTEE SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF CALIFORNIA OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA. THE GRANTEE HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH LITIGATION AS SET FORTH ABOVE AND IRREVOCABLY CONSENTS TO PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF CALIFORNIA. THE GRANTEE HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT THE GRANTEE HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, THE GRANTEE HEREBY IRREVOCABLY WAIVES SUCH

IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS GRANT AGREEMENT.

- 3.7 WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS GRANT AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GRANT AGREEMENT.
- 3.8 Compliance with Laws. The Grantee shall (a) maintain its entity existence and qualification and good standing in all states in which such existence, qualification, or good standing is necessary and (b) comply in all material respects with the requirements of all laws applicable to its business.
- 3.9 Relationship of Parties. Neither Party is a principal or agent of the other Party, and neither Party controls nor has any right of control over the other Party. The Grantor is not responsible for the creation or implementation of any policy or procedure for the manner, execution, procedure, organization or methods of how the Services will be performed.
- 3.10 Limitation of Liability. The Grantor shall have no liability in connection with any Services directly or indirectly provided by the Grantee or at the Grantee's direction, including Services provided by any Service Provider, or for any other action of the Grantee. This limitation shall apply to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts. For the avoidance of doubt, the Grantee hereby expressly assumes all liabilities associated with the provision of the Services and any other actions required to be performed by the Grantee hereunder.
- 3.11 Indemnity. The Grantee shall, at its sole expense, protect, defend, release, indemnify, and hold harmless the Grantor and its owners, officers, employees, and representatives (each, a "**Grantor Affiliate**") from any losses imposed on, incurred by, or asserted against the Grantor or an affiliate of the Grantor, directly or indirectly, arising out of or in connection with this Grant Agreement or the transactions contemplated hereunder or thereunder or in connection therewith.
- 3.12 Communications. Notices, deliveries, and other communications shall be sent to the contact information set forth below under each Party's signature on the signature page hereto, as such contact information may be updated by any Party from time to time by notice to the other Party.
- 3.13 Counterparts. This Grant Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement as of the Effective Date.

**GRANTEE**

**Upper Mokelumne River Watershed  
Authority**

By: \_\_\_\_\_  
Name: Richard Sykes  
Title: Executive Officer  
Address: 18053 Camanche Parkway S  
Valley Springs, CA 95252  
Email: [rsykes@umrwa.org](mailto:rsykes@umrwa.org)

**GRANTOR**

**Upper Mokelumne I FRB LLC**

By: \_\_\_\_\_  
Name: Gordon Vermeer  
Title: CFO, Blue Forest Finance Inc.,  
as member, Upper Mokelumne I  
FRB LLC  
Address: 5960 S Land Park Dr #1264  
Sacramento, CA 95822  
Email: [accounting@blueforest.org](mailto:accounting@blueforest.org);  
[financeops@blueforest.org](mailto:financeops@blueforest.org)

## **Exhibit A**

### **FOREST RESTORATION SERVICES/SCOPE OF WORK**

1. **Mechanical Fuels Reduction**: Mechanically reduce shrubs and small trees generally up to 10 inches diameter-at-breast-height (larger live trees may be masticated where necessary to facilitate machinery movement within the stand). Masticate dead trees up to 16" diameter (larger dead trees may be masticated to abate an imminent safety hazard). Mechanical fuels reduction treatments within the prescribed fire treatment areas will only occur where required field surveys have been conducted. These are mastication/pruning only treatments that involve mastication, chipping/grinding or crushing ladder and surface fuels. Equipment typically consists of larger horsepower, low ground pressure track laying equipment, similar in some cases to excavators or tractors. Maximum extent 22,469 acres.
2. **Hand Thinning Brush and Small Trees**: Hand thinning may occur anywhere in the project where other treatments are not feasible or where this activity will not conflict with other resource concerns/restrictions. Hand thin brush and live trees generally up to 10" diameter in areas where mechanical fuels reduction treatments are unsuited or prohibited. Hand cut dead trees up to 16" diameter (larger dead trees may be cut to abate an imminent safety hazard). Hand thinning may be followed by chipping, lopping and scattering, and/or prescribed burning.
3. **Prescribed Burning**: Implement prescribed burning using ground-based or aerial ignition methods to reduce understory fuels. Prescribed understory fire will be prioritized in strategic locations to reduce the risk of large fires within treatment areas and on the surrounding landscape. Prescribed understory burning may take place following mastication or hand thinning, or as a stand-alone treatment. Construct hand or machine fire lines where needed to contain the fire. Natural barriers and roads will be utilized as fire containment lines where possible. Maximum extent 6,262 acres.
4. **Aspen Restoration**: Aspen stands will be defined in consultation with the United States Forest Service. Remove encroaching conifers generally less than 12" diameter and shrubs to reestablish the historic aspen stand edge, enhance stand function, increase the diversity of age classes, and promote aspen growth. Treatments for aspen may extend beyond the current perimeter of an aspen stand up to (1) 1 1/2 times the height of aspen trees in the stand (the maximum extent of lateral aspen roots), (2) the distance required to prevent remaining, adjacent conifers from shading the aspen stand and suppressing aspen regeneration, or (3) up to 100 feet (to conduct treatments or process treatment by-products), whichever is greater. Maximum extent 194 acres.
5. **Pruning**: Residual trees may be pruned to raise the base height to live crown in order to reduce the risk of wildfire or prescribed fire moving into the crowns. Pruning involves severing all limbs on live trees up to a height of 8' to 12' on the bole, while retaining a minimum of 50% of limbs and not exceeding a pruning height of 50% of total tree height. This is a supplemental activity.
6. **Hazard Tree Felling and Removal**: Weak and high-risk trees of all sizes (both dead and unstable live trees) identified as an imminent hazard to the implementation of proposed project activities will be felled and may be removed. Hazard trees will be identified and assessed using the 2012 Region 5 Hazard Tree Guidelines for Forest Service. This is a supplemental activity.

## GRANT AND SERVICES AGREEMENT

This **Grant and Services Agreement** (as amended, amended and restated, modified, or supplemented from time to time, this “**Grant Agreement**”), is made as of \_\_\_\_\_ (the “**Effective Date**”), by and between the Upper Mokelumne River Watershed Authority, a joint powers authority, organized under the laws of the State of California (the “**Grantee**”) and Upper Mokelumne I FRB LLC, a Delaware limited liability company (the “**Grantor**”), and together with Grantee the “**Parties**”).

### ARTICLE 1 PURPOSE

The purpose of this Grant Agreement is to provide a framework of cooperation of the Parties and to fund the management and implementation of forest restoration activities conducted in connection with Forest Projects Plan Phase I in the upper Mokelumne River watershed (the “**Project**”).

### ARTICLE 2 PROJECT DESCRIPTION

To accomplish the purposes set forth in Article 1, the Parties shall have the following responsibilities:

#### 2.1 Grantee Responsibilities. The Grantee shall:

2.1.1 (a) Receive funds from the Grantor after requesting them in accordance with the procedures outlined in this section; (b) administer the financial tracking of the projects funded by the Grantor; and (c) use those funds solely for the design and implementation of the Project; *provided*, however, that Grant funds may only be used to pay for (i) forest restoration activities conducted on the Dogwood North and Dogwood Central project areas (collectively, the “**Dogwood Areas**”), or (ii) forest restoration activities conducted on other project areas within the Project footprint that are substantially similar in scope and method to those on the Dogwood Areas (including, but not limited to, hand and mechanical treatments), so long as the cost per acre for such activities does not exceed \$1,565 (the “**Cost Cap**”). Any use of funds for activities outside of the Dogwood Areas must be approved in writing by the Grantor and shall be subject to the Cost Cap;

2.1.2 Ensure that all Grant funds are applied in accordance with the following conditions: (a) funds may be used without additional approval for eligible restoration activities conducted on the Dogwood Areas; (b) funds may be used for restoration activities outside the Dogwood Areas only if such activities are substantially similar in nature to those conducted on the Dogwood Areas and the total cost per acre does not exceed the Cost Cap; and (c) the Grantee shall not allocate or expend Grant funds for any activities that exceed the Cost Cap or fall outside the permitted scope without the prior written consent of the Grantor;

2.1.3 Acknowledge and agree that the Grantor will process disbursement requests no more than once per calendar month, and any requests submitted within the same calendar month may be held and combined for the next monthly disbursement cycle at the Grantor’s discretion;

2.1.4 Perform, or cause its contractors or affiliates (collectively the “**Service Providers**”) to perform, directly or indirectly, services which are described in the scope of work set forth in Exhibit A (the “**Services**”);

2.1.5 Provide to the Grantor a quarterly status report (delivered no later than the last day of each February, May, August, and November, in reference to the most recently completed calendar quarter) describing the status of any ongoing Service, in a form acceptable to the Grantor at its sole discretion. The Grantee shall provide any other reports and information regarding the Project and the Services as may be reasonably requested in writing by the Grantor;

2.1.6 Keep and maintain accurate records, accounts, and documentation pertaining to the receipt, disbursement, and use of the Grant to pay Service Providers, vendors, suppliers, and others who are engaged in connection with the performance of the Services, including all invoices, receipts, payment records, contracts, purchase orders, and other source documents. These records shall be retained for a period of not less than four (4) years after the Effective Date. These records shall be accessible and available for inspection or audit by the Grantor and its service providers, including but not limited to employees, consultants, accountants, attorneys, or agents, at reasonable times and upon reasonable notice;

2.1.7 Comply, and require any Service Providers to comply, with applicable statutes and regulations applicable to public works projects, including, but not limited to, as applicable, the following requirements: payment of prevailing wage rates; employment of apprentices; hours of labor limitations and overtime; keeping of proper payroll records; workers' compensation insurance; payment/labor and materials bond; non-discrimination laws; contractors' state license requirements; and, contractor registration with applicable regulatory agencies and governmental authority;

2.1.8 Perform, and require its Service Providers to perform the Services in compliance with all applicable federal, state and local laws and regulations, including acquisition of all permits, licenses, entitlements and authorizations required to perform or undertake the Services; and

2.1.9 Not engage or allow the engagement of any Service Provider unless such Service Provider has obtained all consents, approvals, authorizations, licenses, governmental orders, permits or filings from or with any governmental authority that is required to be obtained or made by such Service Provider in connection with its performance of any Service.

## 2.2 Contribution.

2.2.1 Grant Amount and Disbursements. The Grantor shall pay a total grant amount not to exceed \$2,089,275 to the Grantee. Notwithstanding anything contrary in this Agreement, all Grant funds shall be disbursed on a reimbursement basis only, with each payment following the Grantee's submission and the Grantor's approval of supporting invoices and documentation evidencing that the applicable Services have been completed in accordance with this Agreement. Approved grant payments shall be funded by ACH or wire transfer within 10 business days of receipt of the Disbursement Request.

2.2.2 Disbursement Requests. To request a disbursement of grant funds, the Grantee must submit a written request to the Grantor, signed by the Grantee and substantially in the form of Exhibit B (each, a "**Disbursement Request**" on a "**Disbursement Request Date**", and each corresponding disbursement, a "**Disbursement**" on a "**Disbursement Date**"). All Disbursement Request Dates shall fall on or before December 31, 2026. Grantee acknowledges and agrees that the Grantor will approve no more than one Disbursement Request per calendar month, and any Disbursement Requests submitted within the same calendar month may be held and combined into the next Disbursement Request at the Grantor's discretion.

2.2.3 Schedule 1. The amount of all contributions shall be endorsed by the Grantor on Schedule 1 or at Grantor's option, in its records, which schedule or records shall be conclusive, absent manifest error.

## ARTICLE 3 REPRESENTATIONS AND WARRANTIES

2.1 Representations. The Grantee represents and warrants to the Grantor as of the Effective Date that:

2.1.1 it is a duly formed, valid, and existing corporation in good standing under the laws of and duly

qualified to do business in the State of California;

2.1.2 the execution and delivery of this Grant Agreement, and the performance by the Grantee of its obligations hereunder and thereunder are within the Grantee's powers and have been duly authorized by all necessary organizational action on the Grantee's part, and do not and will not contravene or conflict with the Grantee's organizational documents or violate or constitute a default under any law, any presently existing requirement or restriction imposed by judicial, arbitral or other governmental instrumentality or any agreement, instrument or indenture by which the Grantee is bound;

2.1.3 this Grant Agreement constitutes the Grantee's legal, valid and binding obligations, enforceable in accordance with their respective terms;

2.1.4 the Grantee shall use the proceeds of the Grant Agreement solely for the purposes described in Article 1 herein; and

2.1.5 no consent, approval, authorization, license, governmental order, permit or filing from or with any governmental authority is required to be obtained or made by the Grantee in connection with the execution and delivery of this Grant Agreement and the performance by the Grantee of the transactions contemplated hereby.

#### **ARTICLE 4 MISCELLANEOUS**

- 3.1 Governing Law. The validity, interpretation, construction and performance of this Grant Agreement, and all acts and transactions pursuant hereto and thereto and the rights and obligations of the Grantee and the Grantor hereunder and thereunder, shall be governed, construed and interpreted in accordance with the laws of the State of California, without giving effect to principles of conflicts of law.
- 3.2 Entire Agreement. This Grant Agreement and the other documents referred to herein constitute the entire agreement and understanding between the Grantor and the Grantee relating to the subject matter herein and therein and supersedes all prior or contemporaneous discussions, understandings and agreements, whether oral or written, between them relating to the subject matter hereof and thereof.
- 3.3 Notices. Any notice, request or other communication to be given or made under this Grant Agreement to the Grantor or the Grantee shall be in writing. Such notice, request or other communication shall be deemed to have been duly given or made when delivered by hand, by international courier or express delivery service, or other electronic communication to the Party to which it is required or permitted to be given or made at such Party's address specified below or at such other address as such Party shall have designated by notice to the Party giving or making such notice, request or other communication. Any such notice, request or other communication sent to an e-mail address shall be deemed effective upon the Grantee's receipt of an acknowledgment from the Grantor (such as by return e-mail or other written acknowledgment).

**Notices to Grantor:**

Blue Forest Finance Inc.

Attn: Upper Mokelumne I FRB LLC

5960 S Land Park Dr #1264 Sacramento, CA 95822

Email: [accounting@blueforest.org](mailto:accounting@blueforest.org); [financeops@blueforest.org](mailto:financeops@blueforest.org)

**Notices to Grantee:**

Upper Mokelumne River Watershed Authority

18053 Camanche Parkway South

Valley Springs, CA 95252  
Email: [rsykes@umrwa.org](mailto:rsykes@umrwa.org)

- 3.4 Amendments and Waivers. Any term of this Grant Agreement may be amended only with the written consent of the Parties. Any amendment or waiver effected in accordance with this Section 4.4 shall be binding upon the Parties.
- 3.5 Successors and Assigns. The terms and conditions of this Grant Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Notwithstanding the foregoing, the Grantee may not assign, pledge, or otherwise transfer this Grant Agreement without the prior written consent of the Grantor.
- 3.6 JURISDICTION; VENUE. ANY CLAIM OR DISPUTE BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS GRANT AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF THE GRANTOR OR THE GRANTEE SHALL BE BROUGHT AND MAINTAINED EXCLUSIVELY IN THE COURTS OF THE STATE OF CALIFORNIA OR IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF CALIFORNIA. THE GRANTEE HEREBY EXPRESSLY AND IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY SUCH COURT IN ANY SUCH LITIGATION AS SET FORTH ABOVE AND IRREVOCABLY CONSENTS TO PERSONAL SERVICE WITHIN OR WITHOUT THE STATE OF CALIFORNIA. THE GRANTEE HEREBY EXPRESSLY AND IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION WHICH IT MAY HAVE OR HEREAFTER MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH LITIGATION BROUGHT IN ANY SUCH COURT REFERRED TO ABOVE AND ANY CLAIM THAT ANY SUCH LITIGATION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM. TO THE EXTENT THAT THE GRANTEE HAS OR HEREAFTER MAY ACQUIRE ANY IMMUNITY FROM JURISDICTION OF ANY COURT OR FROM ANY LEGAL PROCESS (WHETHER THROUGH SERVICE OR NOTICE, ATTACHMENT PRIOR TO JUDGMENT, ATTACHMENT IN AID OF EXECUTION OR OTHERWISE) WITH RESPECT TO ITSELF OR ITS PROPERTY, THE GRANTEE HEREBY IRREVOCABLY WAIVES SUCH IMMUNITY IN RESPECT OF ITS OBLIGATIONS UNDER THIS GRANT AGREEMENT.
- 3.7 WAIVER OF JURY TRIAL. EACH OF THE PARTIES TO THIS GRANT AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS GRANT AGREEMENT.
- 3.8 Compliance with Laws. The Grantee shall (a) maintain its entity existence and qualification and good standing in all states in which such existence, qualification, or good standing is necessary and (b) comply in all material respects with the requirements of all laws applicable to its business.
- 3.9 Relationship of Parties. Neither Party is a principal or agent of the other Party, and neither Party controls nor has any right of control over the other Party. The Grantor is not responsible for the creation or implementation of any policy or procedure for the manner, execution, procedure, organization or methods of how the Services will be performed.
- 3.10 Limitation of Liability. The Grantor shall have no liability in connection with any Services directly or indirectly provided by the Grantee or at the Grantee's direction, including Services provided by any Service Provider, or for any other action of the Grantee. This limitation shall apply to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentation, and other torts. For the avoidance of doubt, the Grantee hereby expressly assumes all liabilities associated with the provision of the Services and any other actions required to be

performed by the Grantee hereunder.

- 3.11 Indemnity. The Grantee shall, at its sole expense, protect, defend, release, indemnify, and hold harmless the Grantor and its owners, officers, employees, and representatives (each, a “**Grantor Affiliate**”) from any losses imposed on, incurred by, or asserted against the Grantor or an affiliate of the Grantor, directly or indirectly, arising out of or in connection with this Grant Agreement or the transactions contemplated hereunder or thereunder or in connection therewith.
- 3.12 Communications. Notices, deliveries, and other communications shall be sent to the contact information set forth below under each Party’s signature on the signature page hereto, as such contact information may be updated by any Party from time to time by notice to the other Party.
- 3.13 Counterparts. This Grant Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Signature page follows]*

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement as of the Effective Date.

**GRANTEE**

**Upper Mokelumne River Watershed  
Authority**

By: \_\_\_\_\_  
Name: Richard Sykes  
Title: Executive Officer  
Address: 18053 Camanche Parkway S  
Valley Springs, CA 95252  
Email: [rsykes@umrwa.org](mailto:rsykes@umrwa.org)

**GRANTOR**

**Upper Mokelumne I FRB LLC**

By: \_\_\_\_\_  
Name: Gordon Vermeer  
Title: CFO, Blue Forest Finance Inc.,  
as member, Upper Mokelumne I  
FRB LLC  
Address: 5960 S Land Park Dr #1264  
Sacramento, CA 95822  
Email: [accounting@blueforest.org](mailto:accounting@blueforest.org),  
[financeops@blueforest.org](mailto:financeops@blueforest.org)

## **Exhibit A**

### **FOREST RESTORATION SERVICES/SCOPE OF WORK**

1. **Mechanical Fuels Reduction**: Mechanically reduce shrubs and small trees generally up to 10 inches diameter-at-breast-height (larger live trees may be masticated where necessary to facilitate machinery movement within the stand). Masticate dead trees up to 16" diameter (larger dead trees may be masticated to abate an imminent safety hazard). Mechanical fuels reduction treatments within the prescribed fire treatment areas will only occur where required field surveys have been conducted. These are mastication/pruning only treatments that involve mastication, chipping/grinding or crushing ladder and surface fuels. Equipment typically consists of larger horsepower, low ground pressure track laying equipment, similar in some cases to excavators or tractors. Maximum extent 22,469 acres.
2. **Hand Thinning Brush and Small Trees**: Hand thinning may occur anywhere in the project where other treatments are not feasible or where this activity will not conflict with other resource concerns/restrictions. Hand thin brush and live trees generally up to 10" diameter in areas where mechanical fuels reduction treatments are unsuited or prohibited. Hand cut dead trees up to 16" diameter (larger dead trees may be cut to abate an imminent safety hazard). Hand thinning may be followed by chipping, lopping and scattering, and/or prescribed burning.
3. **Prescribed Burning**: Implement prescribed burning using ground-based or aerial ignition methods to reduce understory fuels. Prescribed understory fire will be prioritized in strategic locations to reduce the risk of large fires within treatment areas and on the surrounding landscape. Prescribed understory burning may take place following mastication or hand thinning, or as a stand-alone treatment. Construct hand or machine fire lines where needed to contain the fire. Natural barriers and roads will be utilized as fire containment lines where possible. Maximum extent 6,262 acres.
4. **Aspen Restoration**: Aspen stands will be defined in consultation with the United States Forest Service. Remove encroaching conifers generally less than 12" diameter and shrubs to reestablish the historic aspen stand edge, enhance stand function, increase the diversity of age classes, and promote aspen growth. Treatments for aspen may extend beyond the current perimeter of an aspen stand up to (1) 1 1/2 times the height of aspen trees in the stand (the maximum extent of lateral aspen roots), (2) the distance required to prevent remaining, adjacent conifers from shading the aspen stand and suppressing aspen regeneration, or (3) up to 100 feet (to conduct treatments or process treatment by-products), whichever is greater. Maximum extent 194 acres.
5. **Pruning**: Residual trees may be pruned to raise the base height to live crown in order to reduce the risk of wildfire or prescribed fire moving into the crowns. Pruning involves severing all limbs on live trees up to a height of 8' to 12' on the bole, while retaining a minimum of 50% of limbs and not exceeding a pruning height of 50% of total tree height. This is a supplemental activity.
6. **Hazard Tree Felling and Removal**: Weak and high-risk trees of all sizes (both dead and unstable live trees) identified as an imminent hazard to the implementation of proposed project activities will be felled and may be removed. Hazard trees will be identified and assessed using the 2012 Region 5 Hazard Tree Guidelines for Forest Service. This is a supplemental activity.

**Exhibit B**

**FORM OF DISBURSEMENT REQUEST**

Date of this Disbursement Request: \_\_\_\_\_

Upper Mokelumne I FRB LLC  
Attn: Blue Forest, Manager  
E-mail: [accounting@blueforest.org](mailto:accounting@blueforest.org); [financeops@blueforest.org](mailto:financeops@blueforest.org)

Re: Disbursement Request – UMRWA

This Disbursement Request is delivered pursuant to Article 2 of that certain Grant and Services Agreement, dated as of [•] (as amended, amended and restated, modified, or supplemented from time to time, the “**Agreement**”), between Upper Mokelumne River Watershed Authority (“**Grantee**”) and Upper Mokelumne I FRB LLC (“**Grantor**”). All capitalized terms used herein shall have the respective meanings specified in the Agreement unless otherwise defined herein. This Disbursement Request constitutes a request by Grantee to Grantor for a payment as set forth below:

1. The aggregate amount of the requested grant payment is \$\_\_\_\_\_. (Should equal *Box b*.)
2. Each representation and warranty set forth in Article 3 of the Agreement is true and correct in all material respects on and as of the date hereof, as though made on and as of such date (or if such representation or warranty solely relates to an earlier date, as of such earlier date).
3. No default or event of default under the Agreement has occurred or is continuing on and as of the date hereof or could reasonably be expected to result from the requested payment.
4. Appended to this Disbursement Request are invoices from the Service Providers that correspond to the Services and whose dollar amounts sum to the aggregate amount shown in *Box a* below, which is greater than or equal to the amount being requested and shown in *Box b*.

#	Service Provider	Invoice #	Invoice \$ Amount	\$ Amount Being Requested
1				
2				
3				
4				
Total	<i>n/a</i>	<i>n/a</i>	\$_____	\$_____
			<i>[Box a]</i>	<i>[Box b]</i>

5. At the time that the Services corresponding to this Disbursement Request were completed, Borrower had not received a “stop work order” or similar directive pertaining to the Project.
6. The proceeds of the requested Grant will be deposited to the following account:

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**Upper Mokelumne River Watershed Authority  
as Grantee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_





March 25, 2026

To the Board of Directors  
Upper Mokelumne River Watershed Authority  
Oakland, California

We have audited the financial statements of the Upper Mokelumne River Watershed Authority, (the “Authority”) for the year ended September 30, 2025 and 2024. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and the *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated April 14, 2025. Professional standards also require that we communicate to you the following information related to our audit.

#### Significant Audit Matters

##### *Qualitative Aspects of Accounting Practices*

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Authority are described in notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year ended September 30, 2025. We noted no transactions entered into by the Authority during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management’s knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected.

The financial statement disclosures are neutral, consistent, and clear.

##### *Difficulties Encountered in Performing the Audit*

We encountered no significant difficulties in dealing with management in performing and completing our audit.

##### *Corrected and Uncorrected Misstatements*

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. We are pleased to report that no such misstatements were identified during the course of our audit.

##### *Disagreements with Management*

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor’s report. We are pleased to report that no such disagreements arose during the course of our audit.



To the Board of Directors  
Upper Mokelumne River Watershed Authority  
Oakland, California

### *Management Representations*

We have requested certain representations from management that are included in the management representation letter dated March 25, 2026.

### *Management Consultations with Other Independent Accountants*

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the Authority’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

### *Other Audit Findings or Issues*

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Authority’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

### Other Matters

We applied certain limited procedures to the management’s discussion and analysis for the which is required supplementary information (“RSI”) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

### Future GASB Pronouncements

The following Government Accounting Standards Board (GASB) pronouncements will be effective for the following fiscal years’ audits and should be reviewed for proper implementation by management:

#### Fiscal Year 2025-2026

GASB Statement No. 103, *Financial Reporting Model Improvements*.

GASB Statement No. 104, *Disclosure of Certain Capital Assets*.

#### Fiscal Year 2026-2027

GASB Statement No. 105, *Subsequent Events*

#### Future Projects

Comprehensive Project, *Revenue and Expense Recognition*.

Major Project, *Going Concern Uncertainties and Severe Financial Stress*.

Major Project, *Infrastructure Assets*.

Practice Issue, *Risks and Uncertainties Disclosures*.



To the Board of Directors  
Upper Mokelumne River Watershed Authority  
Oakland, California

Restriction on Use

This information is intended solely for the information and use of the Board of Directors and management of the Authority and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

*LSL, LLP*

Irvine, California



# UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024    BASIC FINANCIAL STATEMENTS

Focused  
on YOU



UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

Basic Financial Statements

For the Years Ended September 30, 2025 and 2024

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Upper Mokelumne River Watershed Authority  
Oakland, California

### **Report on the Audit of the Financial Statements**

#### ***Opinions***

We have audited the accompanying financial statements of the Upper Mokelumne River Watershed Authority (the "Authority"), as of and for the year ended September 30, 2025 and 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Authority, as of September 30, 2025 and 2024, and the changes in financial position, and cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the State Controller's Minimum Audit Standards for California Special Districts. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Responsibilities of Management for the Financial Statements***

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.



To the Board of Directors  
Upper Mokelumne River Watershed Authority  
Oakland, California

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the State Controller's Minimum Audit Standards for California Special Districts will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, and the State Controller's Minimum Audit Standards for California Special Districts, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis as listed on the table of contents, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



To the Board of Directors  
Upper Mokelumne River Watershed Authority  
Oakland, California

**Other Reporting Required by *Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated March 25, 2026, on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

*LSL, LLP*

Irvine, California  
March 25, 2026

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY  
MANAGEMENT'S DISCUSSION & ANALYSIS  
SEPTEMBER 30, 2025 AND 2024**

This section presents management's analysis of the Upper Mokelumne River Watershed Authority's financial condition and activities as of and for the years ended September 30, 2025 and 2024. Management's Discussion and Analysis (MD&A) is intended to serve as an introduction to the Authority's basic financial statements. The MD&A represents management's examination and analysis of the System's financial condition and performance.

This information should be read in conjunction with the audited financial statements that follow this section. The information in the MD&A is presented under the following headings:

- Organization and Business
- Overview of the Financial Statements
- Financial Analysis
- Results of Operations
- Request for Information

**Organization and Business**

The Upper Mokelumne River Watershed Authority ("Authority") is a public entity established pursuant to California Government Code Chapter 5 of Division 7 of Title 1. The Authority was created in accordance with the terms of a Joint Exercise of Powers Agreement, dated August 15, 2000, and amended on April 22, 2005, June 6, 2008, and January 27, 2023, among the Alpine County Water Agency (ACWA), the Amador Water Agency (AWA), the Calaveras County Water District (CCWD), the Calaveras Public Utility District (CPUD), the East Bay Municipal Utility District (EBMUD), the Jackson Valley Irrigation District (JVID), and the Counties of Alpine, Amador and Calaveras. The goals of the Authority are the enhancement of Mokelumne River water supply and the protection of water quality and the environment. The Authority may acquire, construct, operate and maintain watershed projects and provide services to its member entities related to water and other utility-related matters.

For additional information, please see the notes to the basic financial statements.

**Overview of the Financial Statements**

The financial statements include a *statement of net position*, a *statement of revenues, expenses, and changes in fund net position*, a *statement of cash flows*, and *notes to the financial statements*. The report also contains other required supplementary information in addition to the basic financial statements.

The Authority's basic financial statements include:

The *Statements of Net Position* present information on the Authority's assets and liabilities, with the difference between the two reported as net position. It provides information about the nature and amount of resources and obligations at year-end.

The *Statements of Revenues, Expenses, and Changes in Fund Net Position* present the results of the Authority's operations over the course of the fiscal year and information as to how the *fund net position* changed during the year.

The *Statements of Cash Flows* present changes in cash and cash equivalents resulting from operational and noncapital activities. This statement summarizes the annual flow of cash receipts and cash payments, without consideration of the timing of the event giving rise to the obligation or receipt.

The *Notes to the Basic Financial Statements* provide additional information that is essential to a full understanding of the data provided in the basic financial statements. The notes to the basic financial statements can be found on pages 10 to 13 of this report.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY  
MANAGEMENT'S DISCUSSION & ANALYSIS  
SEPTEMBER 30, 2025 AND 2024**

**Financial Analysis**

For fiscal year ended September 30, 2025, the Authority's current assets increased by \$4,906,508 and the total net position increased by \$287,959. Major components of the total net position are:

- Current assets consist of cash at bank, investments, state grant receivables, and interest receivables in the amount of \$6,516,759.
- Current liabilities consist of outstanding accounts payable, short term loan payable, and unearned revenue in the amount of \$5,515,406.
- Unrestricted net position consist of cash available and receivables less payables and unearned revenue in the amount of \$1,001,353.

**Table 1**  
**Summary of Net Position**  
September 30, 2025 and 2024

	<u>2025</u>	<u>2024</u>	<u>Variance</u>
Assets:			
Current assets	\$ 6,516,759	\$ 1,610,251	\$ 4,906,508
Total assets	<u>6,516,759</u>	<u>1,610,251</u>	<u>4,906,508</u>
Current liabilities:	<u>5,515,406</u>	<u>896,857</u>	<u>4,618,549</u>
Net position:			
Unrestricted net position	<u>1,001,353</u>	<u>713,394</u>	<u>287,959</u>
Total net position	<u>\$ 1,001,353</u>	<u>\$ 713,394</u>	<u>\$ 287,959</u>

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY  
MANAGEMENT'S DISCUSSION & ANALYSIS  
SEPTEMBER 30, 2025 AND 2024**

**Results of Operations**

- Operating revenues during the fiscal years ended September 30, 2025 and 2024 totaled \$9,600,081 and \$3,224,455 respectively. This increase of \$6,375,626 was primarily due to grant revenues.
- Operating expenses during the fiscal years ended September 30, 2025 and 2024 totaled \$9,390,160 and \$3,215,676, respectively. This increase of \$6,174,484 was primarily due to an increase in grant related expenditures.
- Nonoperating revenue during the fiscal years ended September 30, 2025 and 2024 totaled \$78,038 and \$144,498, respectively. This decrease of \$66,460 was primary due to a decrease in other income.
- Change in net position during the fiscal years ended September 30, 2025 and 2024 totaled \$287,959 and \$153,277, respectively. This increase of \$134,682 was primarily due to an increase in grant funding.

**Table 2**  
**Summary of Revenues, Expenses and Changes in Net Position**  
Years ended September 30, 2025 and 2024

	<u>2025</u>	<u>2024</u>	<u>Variance</u>
Operating revenue	\$ 9,600,081	\$ 3,224,455	\$ 6,375,626
Operating expenses	(9,390,160)	(3,215,676)	(6,174,484)
Net operating income (loss)	209,921	8,779	201,142
Nonoperating revenue	78,038	144,498	(66,460)
Change in net position	<u>\$ 287,959</u>	<u>\$ 153,277</u>	<u>\$ 134,682</u>

**Request for Information**

This financial report is designed to provide readers with a general overview of the Upper Mokelumne River Watershed Authority's finances and demonstrate the Authority's accountability for the monies it manages. If you have any questions about this report or need additional information, please contact: the UMRWA Authority Treasurer, P.O. Box 24055, MS #402, Oakland, California 94623-1055.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**  
**STATEMENTS OF NET POSITION**  
**SEPTEMBER, 30 2025 AND 2024**

Assets	2025	2024
Current assets:		
Cash and cash equivalents (Note 2)	\$ 1,601,788	\$ 166,082
Investments (Note 2)	71,544	68,379
Grants receivable	4,842,663	1,375,006
Accrued interest receivable	764	784
Total current assets	6,516,759	1,610,251
Liabilities		
Current liabilities:		
Accounts payable	1,987,163	444,985
Short term loan payable	3,405,309	451,872
Unearned revenue	122,934	-
Total current liabilities	5,515,406	896,857
Net Position (Note 1B)		
Unrestricted	1,001,353	713,394
Total net position	\$ 1,001,353	\$ 713,394

See Notes to Basic Financial Statements.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY  
STATEMENTS OF REVENUES, EXPENSES, AND CHANGES IN NET POSITION  
FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024**

	2025	2024
Operating revenue:		
Member contributions	\$ 155,500	\$ 152,441
State grants	9,444,581	3,072,014
Total operating revenue	9,600,081	3,224,455
Operating expenses:		
Planning and development	(138,662)	(133,011)
General and administration	(187,981)	(173,010)
Grant awards to Sponsors	(9,063,517)	(2,909,655)
Total operating expense	(9,390,160)	(3,215,676)
Net operating income	209,921	8,779
Nonoperating revenue:		
Interest and other income	78,038	144,498
Change in net position	287,959	153,277
Total net position - beginning	713,394	560,117
Total net position - ending	\$ 1,001,353	\$ 713,394

**See Notes to Basic Financial Statements.**

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY**  
**STATEMENTS OF CASH FLOWS**  
**FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024**

	2025	2024
Cash flows from operating activities:		
Cash received from members	\$ 278,434	\$ 152,441
Cash received from State grants	5,976,924	1,972,600
Cash paid for supplies and services	(7,847,982)	(3,007,970)
Net cash provided (used) by operating activities	(1,592,624)	(882,929)
Cash used in noncapital financing activities:		
Cash received from short term loan	4,638,930	599,458
Cash paid on short term loan	(1,685,493)	(147,586)
Net cash (used) provided by noncapital financing activities	2,953,437	451,872
Cash provided by investing activities:		
Interest and other income received	78,058	144,279
Net change in cash and cash equivalents	1,438,871	(286,778)
Cash and equivalents, and investments at beginning of period	234,461	521,239
Cash and equivalents, and investments at end of period	\$ 1,673,332	\$ 234,461
Reconciliation of cash and cash equivalents, and investments to amounts reported on the statement of net position:		
Cash and cash equivalents	\$ 1,601,788	\$ 166,082
Investments	71,544	68,379
Cash and equivalents, and investments at end of period	\$ 1,673,332	\$ 234,461
Reconciliation of operating income to net cash provided (used) in operating activities:		
Operating income	\$ 209,921	\$ 8,779
Adjustments to reconcile operating income to net cash provided (used) in operating activities:		
Changes in operating assets and liabilities		
Grants receivable	(3,467,657)	(1,099,414)
Unearned revenue	122,934	207,706
Accounts payable	1,542,178	207,706
Net cash provided (used) by operating activities	\$ (1,592,624)	\$ (882,929)

**See Notes to Basic Financial Statements.**

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**A. Description of Reporting Entity**

The Upper Mokelumne River Watershed Authority (the Authority) is a public entity established pursuant to California Government Code Chapter 5 of Division 7 of Title 1. The Authority was created in accordance with the terms of a Joint Exercise of Powers Agreement, dated August 15, 2000 as amended on April 22, 2005, June 6, 2008, and January 27, 2023, among Alpine County Water Agency (ACWA), Amador Water Agency (AWA), Calaveras County Water District (CCWD), Calaveras Public Utility District (CPUD), East Bay Municipal Utility District (EBMUD), Jackson Valley Irrigation District (JVID), and the Counties of Alpine, Amador and Calaveras. The Authority was initially established in the year 2000 for the purpose of effectuating the acquisition, operation and maintenance of Project No. 137 and any future Watershed Projects. The 2005 amendments to the Joint Exercise of Powers Agreement specify the purposes of the Authority to include enhancement of Mokelumne River water supply and protection of water quality and the environment. The 2008 amendments to the joint powers agreement added regional water supply planning, water supply projects, and projects outside the boundary of the Upper Mokelumne River watershed as eligible Authority activities. The 2023 amendments added reduction in wildfire fuels, improved forest health, and resilience to climate change as expressed purposes of the Authority.

Members contribute funds in support of approved programs and projects in accordance with a funding formula established under Authority Policy three (Budget Policy and Procedure). Funding contributions for the year ending September 30, 2025 were allocated, pursuant to Policy three, with twenty percent to Amador members (Amador Water Agency, Amador County and Jackson Valley Irrigation District), twenty percent to Calaveras members (Calaveras County Water District, Calaveras County and Calaveras Public Utility District), and sixty percent to EBMUD.

**B. Basis of Accounting and Presentation**

The accompanying financial statements report the financial position of the Authority in accordance with accounting principles generally accepted in the United States of America. As the Authority is a governmental entity, the preparation of its financial statements is governed by the pronouncements of the Governmental Accounting Standards Board (GASB).

The Authority as a proprietary enterprise is accounted for on a flow of economic resources measurement focus using the accrual basis of accounting. Measurement focus refers to what is being measured; basis of accounting refers to when revenues and expenditures are recognized in the accounts and reported in the financial statements.

The Authority distinguishes *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing deliverable goods in connection with the Authority's principal ongoing operations. Operating expenses for the Authority include the cost of sales and services and administrative expenses. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

*Statement of Net Position* – The statement of net position is designed to display the financial position of the Authority. The Authority's fund equity is reported as net position, which is the excess of all of the agency's assets over all of its liabilities. Net position is divided into three captions under GASB Statement 34. As of September 30, 2025 and 2024, the Authority reported the following classifications of net position:

*Unrestricted* describes the portion of Net Position which is not restricted to use.

*Statement of Revenues, Expenses, and Changes in Net Position* – The statement of revenues, expenses, and changes in net position is the operating statement for proprietary funds. Revenues are reported by major source. This statement distinguishes between operating and nonoperating revenues and expenses and presents a separate subtotal for operating revenues, operating expenses, and operating income.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024**

**NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**C. Use of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**D. Cash and Cash Equivalents**

The Authority considers all highly liquid investments with original maturities of three months or less when purchased to be cash equivalents.

**E. Fair Value Measurements**

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The fair value hierarchy categorizes the inputs to valuation techniques used to measure fair value into three levels based on the extent to which inputs used in measuring fair value are observable in the market.

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities.

Level 2 inputs are inputs – other than quoted prices included within level 1 – that are observable for an asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for an asset or liability.

If the fair value of an asset or liability is measured using inputs from more than one level of the fair value hierarchy, the measurement is considered to be based on the lowest priority level input that is significant to the entire measurement.

**NOTE 2 - CASH AND INVESTMENTS**

**A. Composition**

The Authority's cash and cash equivalents consisted of the following at September 30:

	<u>2025</u>	<u>2024</u>
Demand deposits with banks	\$ 1,601,788	\$ 166,082
Local Agency Investment Fund	71,544	68,379
Total cash and cash equivalents	<u>\$ 1,673,332</u>	<u>\$ 234,461</u>

**B. Collateralization of Cash and Cash Equivalents**

California Law requires banks and savings and loan institutions to pledge government securities with a market value of 110% of the Authority's cash on deposit or first trust deed mortgage notes with a value of 150% of the Authority's cash on deposit as collateral for these deposits. Under California Law this collateral is held in an investment pool by an independent financial institution in the Authority's name and places the Authority ahead of general creditors of the institution pledging the collateral. The Authority has waived collateral requirements for the portion of deposits covered by federal deposit insurance.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024**

**NOTE 2 - CASH AND INVESTMENTS (CONTINUED)**

**C. Credit Risk**

Credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. As an investment pool, the Local Agency Investment Fund was not rated as of September 30, 2025 and 2024.

**D. Fair Value Hierarchy**

The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure fair value of the assets. Level 1 inputs are quoted prices in an active market for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs. The California Local Agency Investment Fund is exempt from the classification for fair value hierarchy.

**E. Interest Rate Risk**

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Normally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The Authority generally manages its interest rate risk by holding investments to maturity. The Authority's only investment is in the California Local Agency Investment Fund which has a maturity of less than twelve months.

**F. Local Agency Investment Fund (LAIF)**

The Authority is a participant in the Local Agency Investment Fund (LAIF), which is regulated by California Government Code §16429 under the oversight of the Treasurer of the State of California. The value of the pool shares in LAIF is determined on an amortized cost basis, which is different from the fair value of its position in the pool. The Authority's investments with LAIF at September 30, 2025 and 2024 included a portion of the pool funds invested in Structured Notes and Asset-Backed Securities. These investments included the following:

- Structured Notes are debt securities (other than asset-backed securities) whose cash-flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.
- Asset-Backed Securities, the bulk of which are mortgage-backed securities, entitle their purchasers to receive a share of the cash flows from a pool of assets, such as principal and interest repayments from a pool of mortgages (such as Collateralized Mortgage Obligations) or credit card receivables.

At September 30, 2025 and 2024, the Authority had investments of \$71,544 and \$68,379, respectively, invested in LAIF, which had invested 3.79% and 2.84% of the pooled investment funds in Structured Notes and Asset-Backed Securities.

**NOTE 3 – RELATED PARTY TRANSACTION**

Two of the Authority's members directly support the Authority's activities. Amador County provides legal services to the Authority with Amador County Counsel serving as Authority Counsel. EBMUD provides professional and administrative support services with staff serving as Treasurer and Authority Secretary. In addition, EBMUD provides certain treasury management and accounting services including all cash transactions and providing for the annual audit. According to the agreement, most of the services provided by members are considered contributions and should not be billed to the Authority.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY  
NOTES TO BASIC FINANCIAL STATEMENTS  
FOR THE YEARS ENDED SEPTEMBER 30, 2025 AND 2024**

**NOTE 4 – RISK MANAGEMENT**

The Authority's operations currently consist solely of consulting and education activities and related administrative governance over those activities. All professional services contracts require consultants to have specified comprehensive general liability, workers' compensation, and professional liability insurance. Members who provide services for the Authority are responsible for managing their own risk, including their insurance.

**NOTE 5 – DEBT AND OTHER LIABILITIES**

On January 26, 2024, the Authority approved a no interest loan and services agreement with Blue Forest Finance Inc. in the amount of \$4,000,000, towards funding the Forest Projects Plan in between expenses and receipt of grant funds. On August 1, 2025, the agreement increased to \$6,000,000. The Authority maintains an unused line of credit in the amount of \$2,594,691 as of September 30, 2025.

**NOTE 6 – SUBSEQUENT EVENTS**

The Authority evaluated subsequent events for recognition and disclosure through March 25, 2026, the date on which these financial statements were available to be issued. Management concluded that no material subsequent events, other than what is previously noted above, have occurred since September 30, 2025, that required recognition or disclosure in these financial statements.



INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors  
Upper Mokelumne River Watershed Authority  
Oakland, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Upper Mokelumne River Watershed Authority (the "Authority") as of and for the years ended September 30, 2025 and 2024, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated March 25, 2026.

### Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements, on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

### Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



To the Board of Directors  
Upper Mokelumne River Watershed Authority  
Oakland, California

**Purpose of This Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Authority's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*LSL, LLP*

Irvine, California  
March 25, 2026