



Upper Mokelumne River Watershed Authority

Regular Governing Board Meeting

Agenda

Friday, October 4, 2024 – 10:00 a.m.
Pardee Lodge, Pardee Center, Valley Springs, CA 95252

ROLL CALL

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT: When responding to a matter not on the agenda, state law limits a Board member to providing a brief response, asking clarifying questions, and/or referring it to staff.

AUTHORITY BUSINESS:

Recommended Action

- | | |
|--|----------------------------|
| 1. Board Meeting Minutes of August 16, 2024 | Approve by Motion |
| 2. Treasurer’s Report – 3rd Quarter FY 2024 | Accept for Filing |
| 3. Watershed Protection Fee | Discussion/Possible Action |
| 4. Arbor Fuels Reduction Project (Bid Item 1) Contract Award | Approve by Motion |
| 5. Aspen Restoration Project Archeological Survey Contract Award | Approve by Motion |
| 6. Biomass JPA Initiative Update | Discussion/Possible Action |
| 7. SWRCB Healthy Rivers (Voluntary Agreements) Update | Discussion/Possible Action |
| 8. Mountain Counties Water Resources Association (MCWRA) | Discussion/Possible Action |
| 9. Legislative Issues Update | Discussion/Possible Action |

BOARD MEMBER COMMENTS:

10. Board Member Comments

EXECUTIVE OFFICER REPORT:

11. Executive Officer’s Oral Report

ADJOURNMENT:

- Next Regular Board Meeting: January 24, 2025, at 10:00 a.m. (Pardee Center, Valley Springs)



Upper Mokelumne River Watershed Authority

Agenda No: **1**

Meeting Date: October 4, 2024

Title:

Board Meeting Minutes of August 16, 2024

Recommended Action:

Approve the meeting minutes of August 16, 2024.

Summary:

The summary minutes of the August 16, 2024, regular meeting are included here for Board review and approval.

Friday, August 16, 2024 – 10:00 a.m.
Governing Board Meeting
Upper Mokelumne River Watershed Authority
Mokelumne Watershed Headquarters, Valley Springs, CA 95252

Summary Minutes

ROLL CALL

Directors Terry Woodrow, Chair, Ed Gonzalez, Richard Farrington, Jack Garamendi, William Patterson, and Brian Oneto were present at roll call. Richard Blood arrived at 10:07 and Scott Ratterman arrived at 10:19. Also present were Executive Officer (EO) Richard Sykes, Administrative Officer (AO) Rob Alcott, Authority Secretary Lorna Barfield and 13 visitors (in person and via Zoom).

PUBLIC COMMENT

None

AUTHORITY BUSINESS

1. Regular Meeting Minutes of April 26, 2024.

Motion 18-24 to approve the meeting minutes of April 26, 2024, with modification to include the word ‘seconded’ in motion number 13-24, was made by Director Garamendi, seconded by Director Farrington, and carried by voice vote: Yea 6 – Nay 0 – Abstain 0.

2. Treasurer’s Report – Second Quarter FY 2024

Motion 19-24 to accept the Treasurer’s Report for filing was made by Director Farrington, seconded by Director Gonzales, and carried by voice vote: Yea 6 – Nay 0 – Abstain 0.

*Director Blood and Director Ratterman joined the meeting changing the voice vote to 8.

3. Arbor and Birch Project Contract Awards

Arbor and Birch are the second and third FPP – Phase 1 fuel reduction projects to be carried out by UMRWA. The 3,133-acre Arbor Project and the 1,604-acre Birch Project lie entirely within the Eldorado National Forest. For both projects, live and dead brush, dead trees, and live coniferous trees generally less than 10" diameter breast height will be treated mechanically and with hand treatments to reduce fuel loading which is contributing to increased wildfire severity and intensity.

Two Requests for Proposals were issued, one for Arbor with 3 Bid Items, and the other for Birch with 2 Bid Items. The Board was presented with the Selection Committee scores summarizing the nine responsive Arbor proposals and the eight responsive Birch proposals. Staff recommended the Board award four contracts, two for Arbor (Bid Item 1, and combined Bid Items 2 and 3), and two for Birch (Bid Items 1 and 2). The recommended General Services Agreements were included in the Supplemental August 16, 2024, Agenda Materials Packet.

Motion 20-24 to approve and authorize the Executive Officer to sign General Service Agreements with the treatment contractor firms: (1) 2C Land and Timber, for the Arbor Project (RFP 24-03, Bid Item 1, 883 acres) for a total not to exceed \$1,344,078, (2) GTS Forestry, for the Arbor Project (RFP 24-03, Bid Items 2 & 3, 2,250 acres) for a total not to

exceed \$3,542,699, (3) Redding Tree Growers, for the Birch Project (RFP 24-04, Bid Item 1, 1,118 acres) for a total not to exceed \$940,959, and (4) GTS Forestry, for the Birch Project (RFP 24-04, Bid Item 2, 486 acres) for a total not to exceed \$718,551 was made by Director Farrington, seconded by Director Garamendi, and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

4. Forest Projects Plan - Phase 1 (FPP-1) Implementation Project

Executive Officer Richard Sykes provided the Board with the Forest Projects Plan - Phase 1 (FPP-1) Implementation Report. This report presented a summary of activities, a year 1 review and discussed potential options to fund continuing progress on Phase 1 treatment projects, including the possibility of using excess grant funding from the Arbor and Birch awards to treat additional FPP-1 acres, or perhaps apply those dollars to the Mokelumne Amador Calaveras Forest Health and Resilience Project (formerly FPP Phase 2).

The EO also discussed an amendment to the Wildlife Conservation Board (WCB) \$6.8M grant application. UMRWA staff were informed that state budget limitations would impair WCB grant funding programs and advised the Authority to submit a revised application for reduced funding. UMRWA's grant proposal was amended to request \$4M for a smaller Cedar Project which will be considered by the WCB Board in November 2024.

This FPP-1 report presented an implementation table displaying the three active treatment projects, key project characteristics being implemented and the three FPP-1 projects next in line. The report concluded with a table titled 'UMRWA Forest Project Grants' which summarized awarded forest project grants and pending applications.

5. Forest Health Program Funding Approaches

The costs to achieve the primary goals of the Forest Health Program are in the range of \$150M. This does not include the cost of prescribed fire, mechanical treatment or other work for long-term maintenance of this landscape. UMRWA has been very fortunate to receive substantial grants for the implementation of Phase 1, however, long-term stable funding is needed for UMRWA's Forest Health Program.

The Board discussed the need for additional funding to continue UMRWA's project treatment goals of 4,000 acres per year. In addition to securing more federal funding and perhaps expanding funds available through the Blue Forest, Forest Resilience Bond, several types of watershed protection fees were discussed. Executive Officer Richard Sykes shared that Proposition 4, if passed, could also be a new source of state funding for these programs. Director Farrington requested that a proposal for a Watershed Protection Fee to water use customers to safeguard drinking water quality be considered on a future agenda. Director Farrington suggested that \$0.20 per month per customer would be reasonable fee which would not pose a significant financial burden on water users and yet collect an amount that would meaningfully contribute to forest health funding. The EO stated that he would work with member agency staff to get input and return with a proposal.

6. MAC Forest Health and Resilience (formerly FPP-2) Plan Report

Over the past two years, significant progress has been made toward completing the FPP – Phase 2 Plan and associated NEPA/CEQA process. The EO summarized several key program elements, including a request by USFS officials in Washington D.C. to rename the FPP-2 planning effort to the Mokelumne Amador Calaveras (MAC) Forest Health and Resilience Project. In addition to UMRWA contributions, the Authority has been

successful in securing more than \$1.2M in grants to fund staff and costs for developing the plan. The current schedule anticipates plan completion in the first half of 2026.

The EO shared that the MAC Forest Health and Resilience Project Notice of Intent (NOI) is currently under review in Washington D.C and is expected to be published in the Federal Register on September 6. A more thorough presentation on the plan development will be presented at the next Board meeting on October 4, 2024.

7. Fiscal Year 2025 Budget

Motion 21-24 to approve the FY 2025 UMRWA budget and authorize staff to transmit invoices to Member Agencies requesting payment of FY 2025 assessments by October 31, 2024, was made by Director Gonzales, seconded by Director Blood and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

8. Consulting Agreements for UMRWA Support Personnel

The recommended two-year agreements with Richard Sykes and Rob Alcott provide for the continuation of Executive Officer and Administrative Officer services for the two-year period coinciding with the Authority's next two fiscal years beginning October 1, 2024. The two agreements were provided to the Board for review and approval. Also provided to the Board was the recommended consulting services agreement with Landmark Environmental Inc. (LEI) to continue LEI's professional and administrative support to UMRWA's forestry program for another two years.

Motion 22-24 to (1) Approve an agreement with Richard Sykes to serve as the Authority's Executive Officer for the period October 1, 2024 through October 31, 2026; and authorize the Board Chair to sign the agreement, (2) Approve an agreement with Rob Alcott to serve as Authority Administrative Officer for the period October 1, 2024 through October 31, 2026; and authorize the Executive Officer to sign the agreement, (3) Approve the consulting services agreement with Landmark Environmental Inc. to provide support services for the period October 1, 2024 through October 31, 2026 and authorize the Executive Officer to sign the agreement was made by Director Oneto, seconded by Director Blood and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

9. Status of SWRCB Voluntary Agreements to Implement the Bay Delta Plan

The State Water Resources Control Board (SWRCB) is considering voluntary agreements to update the Bay-Delta Plan to improve conditions for native fish and other beneficial uses of the Sacramento and San Joaquin rivers, their tributaries, and the Delta. Michael Tognolini, EBMUD's Director of Water and Natural Resources attended the meeting and presented the Board with an update that included the Healthy Rivers and Landscapes Program.

10. Biennial Review Conflict of Interest Code

The biennial review of UMRWA's adopted Conflict-of-Interest Code indicates no amendment is necessary.

Motion 23-24 to Authorize the Authority Secretary to file the Biennial Notice with the Fair Political Practices Commission indicating no amendment to the UMRWA Conflict-of-Interest Code is required, was made by Director Garamendi, seconded by Director Farrington and carried by voice vote: Yea 8 – Nay 0 – Abstain 0.

11. Mountain Counties Water Resources Association (MCWRA) – Possible UMRWA Membership

Justin Caporusso, MCWRA’s Executive Officer, presented the potential benefits of membership to UMRWA at the board meeting. Director Farrington showed support for a membership with MCWRA and recommended action. Director Gonzales would like more information and Director Patterson would like to discuss this with the EBMUD Board. The EO will evaluate benefits and costs, consult with member agencies, and provide a recommendation regarding membership for Board discussion and consideration at the next UMRWA meeting.

12. Legislative Issues Update

The Executive Officer provided information regarding state bills of interest. Having the most important impact to UMRWA, if passed, is *SB 867 (on the ballot in November as Proposition 4) (Allen): Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024*. This bill authorizes \$3.8B for drought, flood and water resilience programs, and \$1.5B for forest resilience and wildfire risk prevention programs.

Several other bills having potential to support UMRWA’s Forest Health Program if passed were discussed but the EO did not feel any letters of support would be influential at this time. The EO noted that MCWRA has endorsed several of the bills that were presented.

Board Member Comments:

Director Blood requested an update at the October 4 meeting on the Healthy Rivers and Landscapes Program voluntary agreement after the State Water Board draft program is released in September.

Executive Officer Comments:

The EO reminded the Board that the October 4 meeting will be held the morning of the Pardee BBQ and thanked staff for their work and support on the RFPs and board meeting facilitation.

ADJOURNMENT: Director Woodrow adjourned the meeting at 12:41 p.m. The next regular meeting will be held on October 4, 2024, at the Pardee Lodge, Pardee Center.

SUBMITTED BY:

Lorna Barfield, Authority Secretary

Terry Woodrow, Chair of the Board
APPROVED: October 4, 2024



Upper Mokelumne River Watershed Authority

Agenda No: **2**

Meeting Date: October 4, 2024

Title:

Treasurer's Report – 3rd Quarter FY 2024

Recommended Actions:

Accept for filing.

Summary:

A copy of the Treasurer's Report for the Third Quarter of fiscal year 2024, which ended June 30, 2024, is included here and will be presented at the Board meeting.

**UPPER MOKELUMNE RIVER WATERSHED AUTHORITY
TREASURER'S REPORT
STATEMENT FOR THE PERIOD ENDING JUNE 30, 2024**

Fiscal Year 2024 (beginning Oct. 1, 2023)	Assessment, Grants & USFS	Budget FY 2024	Actual		
			Current Quarter	YTD	YTD %
General Assessments & Operating Revenue					
Amador Agencies Funding	35,685	35,685	-	35,685	100%
Calaveras Agencies Funding	42,186	42,186	-	42,186	100%
EBMUD Funding	74,570	74,570	-	74,570	100%
Member Agencies Contribution	152,441	152,441	-	152,441	100%
Interest/Misc income	-	-	135,852	136,543	
Applied Operating Reserve (Adjusted Bal. \$311,027)	161,559	161,559	-	-	0%
Misc Revenue	161,559	161,559	135,852	136,543	85%
Total Assessments & Operations Funding	314,000	314,000	135,852	288,984	92%
IRWM Grant Funding					
CCWD - West Point WTP (Prop 1)	226,823	226,823	30,346	73,301	32%
CPUD - Jeff Davis WTP	589,785	589,785	5,589	5,589	1%
Forestry/Watershed Funding					
Sierra Nevada Conservancy - RFFCP #3	271,608	271,608	-	-	0%
Sierra Nevada Conservancy - RFFCP (#969)	85,430	85,430	23,596	35,187	41%
Sierra Nevada Conservancy - Recovery & Resilience #1636 (FPP1)	4,739,056	4,739,056	-	-	0%
Sierra Nevada Conservancy - Recovery & Resilience #1646 (FPP2)	723,542	723,542	-	-	0%
CalFire Grant #1 (8GG21607)	4,576,709	4,576,709	14,445	471,242	10%
CalFire Grant #2 (8GG22614)	6,999,934	6,999,934	388,796	444,970	6%
Wildlife Conservation Board	496,289	496,289	25,199	27,378	6%
Total Grants and Other Funding	18,709,176	18,709,176	487,971	1,057,667	6%
TOTAL REVENUES & FUNDING	19,023,176	19,023,176	623,823	1,346,651	7%
ASSESSMENT EXPENDITURES					
General Assessment (Administration)					
Executive Officer		70,000	12,555	32,819	47%
Administrative Officer		90,000	33,330	71,930	80%
Website & Online Doc System (Streamline, GoogleDocs)		3,900	1,080	4,697	120%
CSDA & Liability Insurance		8,600	5,381	8,585	100%
General Assessment (Operations)					
MLLT - STE Watershed Program CY 2023		16,500	-	7,987	48%
Inter-agency Liaison & Board Support (LEI, Inc)		5,000	836	2,997	60%
Forest-related Grant Applications/Project Development (LEI, Inc)		50,000	9,289	49,969	100%
FPP-1 Implementation Plan (LEI, Inc)		15,000	11,247	14,605	97%
Forest Projects Plan - Phase 2 Support (Regine/LEI)		30,000	21,990	27,997	93%
Stantec FPP2 - Direct Only		5,000	-	1,016	20%
IRWM Grant Application/Project Development		20,000	-	-	0%
TOTAL ASSESSMENT EXPENDITURES		314,000	95,708	222,602	71%
GRANT and FORESTRY/WATERSHED FUNDING EXPENDITURES					
DWR Prop 1 Implementation Grant					
CCWD - West Point WTP		215,235	-	64,701	30%
Woodard & Curran - invoicing & reporting		7,588	5,033	10,713	141%
WRA - agreement administration		4,000	760	3,680	92%
DWR Prop 1 Grant - Round 2					
CPUD - Jeff Davis WTP		566,225	-	-	0%
Woodard & Curran - invoicing & reporting		19,560	2,541	8,130	42%
WRA - agreement administration		4,000	-	-	0%
SNC - RFFCP (#969)					
Landmark Environmental Inc.		48,283	27,270	29,519	61%
L. Lucke (ACCG Support)		7,200	4,929	13,258	184%
WCB - Aspen Restoration Project					
Landmark Environmental Inc.		231,043	15,814	24,796	11%
Institute For Bird Populations		118,821	2,258	6,060	5%
Reserved for scientific field work		139,500	-	-	0%
CalFire Grant #1 (8GG21607 - Hwy 88)					
Landmark Environmental Inc.		447,038	29,008	66,673	15%
BurnBot		3,672,000	-	382,464	10%
CalFire Grant #2 (8GG22614 - Arbor)					
Landmark Environmental Inc. FPP1 [Ph 1 budget = \$5,857,631 + Indirect]		200,000	85,528	136,815	68%
Pyramid - Botanical (Arbor) (Initial contract \$53,817)		182,615	3,600	3,600	2%
InContext - Archeological (Arbor)		182,615	-	-	0%
Treatment Contractors FPP1		5,292,400	-	-	0%
Stantec FPP2 [Ph2 budget = \$506,000 + Indirect]		400,000	-	272,942	68%
Megan Layhee FPP2		51,000	14,273	31,927	63%
Executive Officer FPP2		40,000	8,821	28,890	72%
Administrative Officer FPP2		15,000	680	3,560	24%
SNC - RFFCP #3 (\$246,916 plus \$24,692 Indirect)					
Char Sarkis (ACCG Admin)		55,046	-	-	0%
TBD (Tribal Liaison)		72,024	-	-	0%
TBD (Monitoring Coordinator)		89,616	-	-	0%
Megan Layhee (Project Management)		11,520	-	-	0%
Landmark Environmental (FPP1 Ground Truth & Project Portfolio)		18,710	-	-	0%
SNC - Recovery & Resilience (1636 - Birch) [\$4,231,300 + \$507,756 Indirect]					
Stewardship West		316,500	-	-	0%
Landmark Environmental		58,500	-	-	0%
InContext - Archeological (Birch - \$83k)		25,000	-	-	0%
Pyramid - Botanical (Birch - \$29k)		30,000	3,400	3,400	11%
Treatment Contractors		3,801,300	-	-	0%
SNC - Recovery & Resilience (1646 - FPP2 Plan) [\$646,020 + \$77,522 Indirect]					
Stantec FPP2		565,920	-	-	0%
Regine Miller (Tribal Liaison - \$10k)		15,000	-	-	0%
Megan Layhee FPP2		36,100	-	-	0%
Executive Officer FPP2		29,000	-	-	0%
TOTAL GRANT EXPENDITURES		16,968,359	203,915	1,091,128	6%
Total Project Expenses		17,282,359	299,623	1,313,730	8%



Upper Mokelumne River Watershed Authority

Agenda No: **3**

Meeting Date: October 4, 2024

Title:

Watershed Protection Fee

Recommended Action:

Direct staff to work with UMRWA water agency staff to develop a consensus proposal on a watershed fee to support UMRWA's MAC forest health program. Do not proceed with an UMRWA board decision on a fee until and unless there is consensus support among the agencies for such a proposal.

Summary:

At its August 16 meeting, the UMRWA board directed staff to develop a proposal for a watershed fee for UMRWA water agencies which would be used to help finance UMRWA's MAC (Mokelumne Amador Calaveras) forest health program. Since the August meeting, staff have received feedback from several agencies that a fee proposal is complicated and could be very controversial unless it is broadly supported. It is also clear that it is far too early to solicit input from the member agency boards until there is a better-defined need and specific provisions in a proposal. There are also questions on how to structure this within the various member agency rates and charges, and how Proposition 218 provisions would apply. UMRWA staff are likely to need the guidance of Authority Counsel and assistance of a water rate consultant to support proposal development.

As previously reported by staff, there is a substantial capital investment (in the range of \$150M) needed to complete the work envisioned in the MAC forest health project. UMRWA has set a goal of completing 4,000 acres of forest health work per year at an estimated cost of \$10M per year. This does not include the cost of maintenance and monitoring. So far, UMRWA has been able to use state grants for its implementation activities and can come close to meeting the 4,000 acre per year goal in 2025 and 2026 with existing secured or expected funding.

UMRWA staff will summarize discussions and recent input from member agency staff on this topic and will seek input from the Board on schedule and scope for developing a fee proposal.



Upper Mokelumne River Watershed Authority

Agenda No: **4**

Meeting Date: October 4, 2024

Title:

Arbor Fuels Reduction Project (Bid Item 1) Contract Award

Recommended Action:

Approve and authorize the Executive Officer to sign a General Service Agreement with Markit! Forestry in the amount of \$1,341,428.90 to perform the Arbor Fuels Treatment Project (Bid Item 1).

Summary:

At the August 16, 2024, meeting the Board awarded four contracts to implement the Arbor and Birch fuels reduction projects. One of the four contracts (in the amount of \$1,344,078) was awarded to 2C Land and Timber. When presented the contract documents for execution 2C Land and Timber advised staff it was not able to perform the work and turned down the contract.

Staff then reached out to Markit! Forestry, the next highest rated contractor that proposed on the Arbor Project (RFP 24-03) Bid Item 1. Markit! Forestry had proposed on several earlier UMRWA treatment projects and has been consistently rated highly by the Selection Review Committee. Markit! Forestry, with an office in Auburn, has expressed a strong interest in working on fuels treatment projects with UMRWA. The Board is asked today to approve the recommended general services agreement with Markit! Forestry in the amount of 1,341,428.90.

A copy of the recommended General Services Agreement is included in the Supplemental October 4, 2024, Agenda Materials Packet.



Upper Mokelumne River Watershed Authority

Agenda No: **5**

Meeting Date: October 4, 2024

Title:

Aspen Restoration Project Archeological Survey Contract Award

Recommended Action:

Approve and authorize the Executive Officer to sign an Agreement with InContext Cultural Resources Solutions for an amount not to exceed \$50,000 to provide archeological services for the Aspen Restoration Project.

Summary:

InContext Cultural Resources Solutions was selected as the top-rated archeological services firm following a Request for Qualifications (RFQ 24-02) process completed by UMRWA in early 2024. Archeological survey and flagging services related to the completion of the NEPA/CEQA process for the Aspen Restoration Project are now required. A Scope of Work, schedule and fee for the required work have been established and included in the accompanying agreement with InContext. The total cost for this work will not exceed \$50,000. Funding for this contract is fully provided by the Wildlife Conservation Board's grant to UMRWA.

A copy of the recommended Consulting Services Agreement is included in the Supplemental October 4, 2024, Agenda Materials Packet.



Upper Mokelumne River Watershed Authority

Agenda No: **6**

Meeting Date: October 4, 2024

Title:

Biomass JPA Initiative Update

Recommended Action:

For discussion and possible action.

Summary:

On April 26, 2024, Christiana Darlington presented the Board with an update regarding the California Forest Residual Aggregation for Market Enhancement (Cal FRAME) study and potential joint powers authority (JPA) alternatives for expanding biomass utilization and improve the economics of forest health work in the Sierra Nevada.

Ms. Darlington is scheduled to attend this Board meeting to present an update on progress made in recent months to advance the biomass initiative.



Upper Mokelumne River Watershed Authority

Agenda No: **7**

Meeting Date: October 4, 2024

Title:

SWRCB Healthy Rivers (Voluntary Agreements) Update

Recommended Action:

Receive a brief report on the Healthy Rivers and Landscapes Program.

Summary:

At the August 16, 2024, UMRWA Board meeting, Director Blood requested an update at the October 4 meeting on the Healthy Rivers and Landscapes Program voluntary agreement. The State Water Board draft program is scheduled to be released in September 2024; however, it was not yet released at the time the agenda packet was prepared. UMRWA staff will monitor the Water Board website for release and summarize Program highlights at the October 4 Board meeting.



Upper Mokelumne River Watershed Authority

Agenda No: **8**

Meeting Date: October 4, 2024

Title:

Mountain Counties Water Resources Association (MCWRA) – Possible UMRWA Membership

Recommendation:

Apply for UMRWA membership to the MCWRA for one year.

Summary:

At the August 16, 2024, Board meeting, Justin Caporusso, Executive Director of the MCWRA made a Zoom presentation to the board regarding MCWRA activities and programs, and the benefits to UMRWA from membership. Following the presentation, the Board requested that the Executive Officer make a recommendation regarding membership at the October 4 Board meeting.

Most of the UMRWA water agencies are already members of MCWRA and it does not appear that there is substantial added benefit of membership to UMRWA. Nonetheless, MCWRA's legislative activities and efforts to promote state and federal funding of forest health work overlap with UMRWA interests and for that reason membership at a relatively low cost is worthwhile to support these activities.

MCWRA has indicated that UMRWA membership would cost \$1,200 per year. This was not included in the recently adopted FY24-25 budget but can be accommodated without need for a budget amendment. UMRWA staff will assess the benefit of membership and may include continuation if merited in future budgets.



Upper Mokelumne River Watershed Authority

Agenda No: **9**

Meeting Date: October 4, 2024

Title:

Legislative Issues Update

Recommendation:

For discussion and possible action.

Summary:

No specific legislative matters are included in this staff report. At the Board meeting the Executive Officer may orally summarize any relevant legislative information that may be obtained prior to the Board meeting. Additionally, Board directors and/or agency staff may have legislation of interest, and this agenda item is intended to facilitate discussion of it.



Upper Mokelumne River Watershed Authority

Supplemental Agenda Materials Packet - October 4, 2024 -

Table of Contents

No.	Agenda Item Title	Document Name
4	Arbor Fuels Reduction Project (Bid Item 1) Contract Award	Markit! Forestry General Services Agreement
5	Aspen Restoration Project Archeological Survey Contract Award	InContext Cultural Resources Solutions Consulting Services Agreement

Members

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

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

GENERAL SERVICES AGREEMENT

for

**Mokelumne Amador Calaveras Forest Health and Resilience Project Phase 1
(formerly Forest Projects Plan)
Arbor Fuels Reduction Project, Item 1
(In response to RFP No. 24-03)**

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 Markit! Forestry Management LLC (“Contractor”).

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

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

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

Exhibit A	Scope of Work and Project 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	Contractor’s RFP Response

The maximum compensation payable to the Contractor shall not exceed one million three hundred forty one thousand four hundred twenty eight dollars and ninety cents (\$1,341,428.90) as shown below for the term of this Agreement.

Description	Unit of Measure	Estimated Quantity ¹	Unit Cost	Extended Cost
Item 1. Roadside Mastication	acre	883.1	\$1,519	\$1,341,428.90

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

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: Markit! Forestry Management LLC
Alyssa J. Priest, EVP & Chief Administrative Officer
2424 Garden of the Gods Rd. Suite 290
Colorado Springs, CO 80919

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

With a copy to:

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

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

UPPER MOKELUMNE RIVER WATERSHED
AUTHORITY

CONTRACTOR: Markit! Forestry Management LLC

BY: _____
Richard Sykes, Executive Officer

BY: _____
Alyssa J. Priest, EVP & Chief Administrative Officer

DATE: _____

Federal Tax I.D. No.: 46-3939256

Approved as to form:

BY: _____
Greg Gillott, Authority Counsel

EXHIBIT A

SCOPE OF WORK

This project lies entirely within Eldorado National Forest Lands, on the Amador Ranger District and parallels Highway 88. 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.

A. SPECIFIC REQUIREMENTS

For Item 1, Roadside Mastication, mastication is the primary treatment with hand treatment prescribed for small inclusions of slopes >40%, streamside buffers, and sensitive wildlife areas. Roadside mastication applies to the distances from the road edge as specified on the Project Area Map.

Item Number	Description	Unit	Estimated Quantity ¹
ARBOR PROJECT			
1 Roadside Mastication	Mastication with inclusions of hand treatment	Acres	883.1

¹Refer to unit tables attached to Project Area Map for detailed acres/unit

²In the event Contractor desires to access some units through Sierra Pacific Industries' (SPI) lands, SPI will require additional insurance and/or liability waivers per Exhibit C.

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 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.

Roadside Mastication (Item 1) 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). For hardwood trees where multiple stems on the same individual exist, retain a minimum of dominant 2-3 stems at center or the tree, to a spacing of 20-25 feet between leave trees. 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 25 x 25 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, mulched or crushed to a depth of less than 10 inches.
- e. Within all units all leave trees shall be pruned to 8 feet above ground level on the uphill side, while retaining a minimum of 50% of the canopy. Machine pruning shall be permitted in mastication units provided the boles of leave trees are not damaged (e.g., retain approximately 6-inches of the treated limbs).
- 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, up and down slopes, given the known limitations of residual trees and terrain.
- k. Aspen, Pacific yew, willow, dogwood (in tree form), madrone and whitebark pine shall not be masticated, shredded, or damaged.
- 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 Field Representative 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 (As applicable within Item 1)

- 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 and whitebark pine 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.
- h. 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, within 50 feet of wet areas, meadows, Aspen stands, or fens, nor within 15 feet of ephemeral streams, unless a smaller or larger exclusion area is flagged on the ground and/or noted on the Project Area Map. An articulating masticating head may operate within exclusion

areas. Equipment shall not cross meadows, wet stream channels, or other non-work areas. Riparian vegetation shall not be shredded, cut, or damaged.

- b. 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.
- c. Should any Threatened, Endangered or Eldorado National Forest Sensitive species be detected during any phase of the project, the UMRWA Project Inspector shall be notified, and adjustments to the project will be evaluated and may be made accordingly.
- d. 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.
- e. 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.
- f. 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.
- g. In treated areas, ground cover shall be maintained at least at 70 percent in the zone of 50 to 100 feet from the edge of any stream channel. If the existing ground cover is less than 70 percent, then the existing ground cover will be maintained. Tops, limbs, and small trees within a mechanical exclusion zone can be lopped and scattered to meet ground cover criteria.
- h. Refer to Exhibit E Specifications for Operations for additional Protection Measures.

Limited Operating Periods and Schedule for Completion

- a. Work undertaken during the 2024 field season shall only occur in areas where archeological survey and 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 during the 2024 field season through approximately the end of August. The UMRWA Operations Manager or his designee shall assist the Contractor in coordinating its plan of operations with the botanical and archeological survey progression.
- b. A minimum of **30%** of the project acres shall be completed by **November 30, 2025** unless otherwise agreed, **70%** of the project acres shall be completed by **November 30, 2026, and 100% of project acres completed by October 31, 2027.**
- c. An Annual Operations Plan (AOP) for the second (2025) and third (2026) field seasons will be submitted to the UMRWA Operations Manager by April 1, 2025 and April 1, 2026, respectively. 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
- 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 following award in 2024 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.

- e. A Limited Operating Period (LOP) restricting all work activities at or below 4,500-feet in elevation is hereby implemented from the first fall frontal system depositing a minimum of 0.25-inch of rain between October 15th through April 15th. Activities may resume after a 72-hour drying period. The LOP may be lifted by UMRWA in locations where sufficient survey data demonstrate the absence of California Red-Legged Frog or suitable breeding habitat. This LOP does not apply within the Mokelumne River watershed above Panther Creek.

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. When accessing treatment units by means of State Route Highway 88, Contractor shall park their vehicles and/or equipment entirely off of the roadway in areas of low vegetative growth, bare mineral soil or rock, or in designated pullouts. Contractor shall exercise extreme caution and awareness of surroundings when entering or leaving the highway. Contractor shall access units in a manner that protects the safety of themselves and their employees, as well as the general public.
- c. 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.
- d. 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 Highway 88 or secondary 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.

Required Reporting

Contractor shall submit the following employment information monthly during periods when operations are ongoing.

Job Classification	Total Work Hours This Invoice Period	Average Hourly Wage	No. Workers Trained in Industry-Recognized Credential
Ag/Forestry/Fishing/Hunting			
Transportation/Warehouse			

Employer Paid Health Insurance: Y / N (circle one)

Paid Leave: Y / N (circle one)

Retirement Plan: Y / N (circle one)

Additional Specifications for Operations: Applies to all work.

- a. Refer to Exhibit E Specifications for Operations.

PROJECT AREA MAP is attached as a separate document.

EXHIBIT B GENERAL REQUIREMENTS

CONTENTS

1. DEFINITIONS
2. CONTRACTOR'S FINANCIAL OBLIGATION
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4. DEFECTIVE WORK
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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 at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work, it may be replaced by the Authority at the expense of the Contractor, and its sureties shall be liable therefore.

5. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract on 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 employ none but skilled competent qualified personnel to perform the Work, and shall maintain discipline and order in the conduct of the Work at all times.

7. CHANGES

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

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

8. EFFECT OF EXTENSIONS OF TIME

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

9. DELAYS

- a. The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.
- b. For inexcusable delays (delays caused by circumstances 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.

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 shall be submitted NO LATER THAN THE 5TH OF THE MONTH for all units completed and accepted as of the last calendar day of the prior month. Only one invoice per month shall be submitted. Only completed units may be invoiced unless requested in writing by the Contractor and approved by the UMRWA Field Operations Manager.

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

Submitted invoices shall contain:

- 1) An invoice form/page that contains, at a minimum, the job name and RFP number, invoice number, remit to address, and itemized description (number of acres by treatment unit) of the work completed and accepted by the USFS 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 USFS Representative and 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 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.

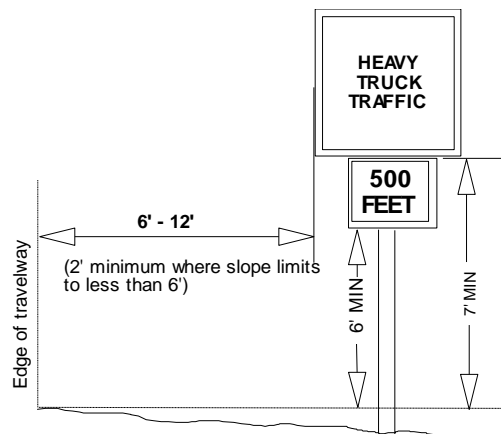


Figure 1: Sign Placement Dimensions

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

Figure 2: A Portion of MUTCD TABLE II-1

SIGN SUPPORTS

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

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

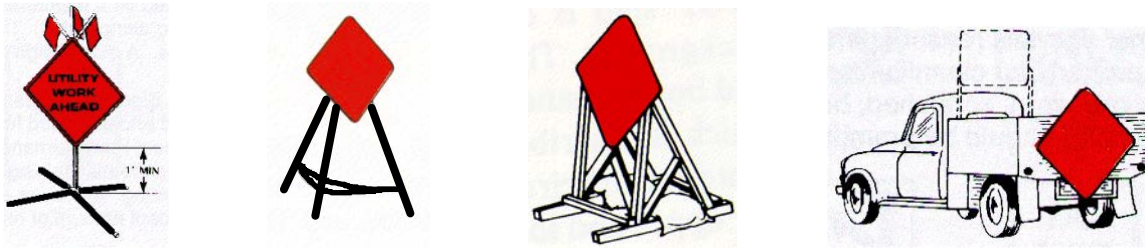


Figure 3: Examples of Temporary/Portable Supports

SIGNS

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



* 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 (d). In event Contractor cause(s) debris to enter streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, Contractor shall remove such debris as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to streamcourses.
- a) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to streamcourses. Trees or products shall not be otherwise hauled or yarded across streamcourses unless fully suspended.
 - b) Wheeled or track-laying equipment shall not be operated in 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 UMRWA gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

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

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

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

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

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

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

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

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

- a) Existing in the operating area, 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. 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	
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
55	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	139	21
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
	SI	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
		M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

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

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

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

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

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

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

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

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

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

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

5. **GENERAL**

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

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

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

	Name	Office Address	Office telephone
Dispatch Center	Office 24 Hour	N/A	530-644-0200
Nearest FS Station	Amador R.D	26820 Silver Drive, Pioneer, CA 95666	209-259-3774
Inspector	TBD		
UMRWA	Richard Sykes	Valley Springs	510-390-4035
District Ranger	Linda Helm	26820 Silver Drive, Pioneer, CA 95666	209-295-5910

When reporting a fire, provide the following information:

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

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

Level	Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.
Ev	<ol style="list-style-type: none"> 1. The following activities may operate all day: <ol style="list-style-type: none"> a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: <ol style="list-style-type: none"> a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest. 3. All other conventional Mechanical Operations are permitted until 1:00 PM. 4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are: <ul style="list-style-type: none"> • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage <p>When approved by UMWRA and a Forest Service Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by UMWRA and the Forest Service for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of UMWRA or the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor’s equipment for prevention and suppression readiness, type of operation and social and community considerations etc.</p>
E	<p>The following activities may operate all day:</p> <ol style="list-style-type: none"> 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. <p>All other activities are prohibited.</p>

Exhibit F

Contractor's RFP Response- Attached Pages

Bid Item 1 Treatment Units

Note: The following units are designated Hand <6" (CA-5) Treatment: 5.2C, 26.2C, 58.2C, 71.3C, 87.2C, 106.2C, 120.2C.

Unit ID	Road	Width	Width	Acres	Unit ID	Road	Width	Width	Acres	Unit ID	Road	Width	Width	Acres	Unit ID	Road	Width	Width	Acres		
1	08N50	32	32	1.7	31	08N25	32	32	2.9	61	08E16	150	32	3.3	96	Bear	32	32	0.7		
2	08N50	32	32	0.9	32	08N29	32	32	9.9	62	Cole	32	32	9.7		Dam					
3	08N50	32	32	1.2	33	08N29	32	32	9	63	08N16	150	32	11.8	97	Bear	32	32	5.8		
4	07N01	32	32	4.9	34	08N29	32	32	9	64	08N16	150	32	12.6		Reservoir					
5	08N50	32	32	3.3	35	08N50	32	32	5.5	65	08N16	150	32	11.2		Access					
5.2C	SPUR	32	32	0.7	36	08N50	32	32	11.2	66	08N16	150	32	11.2		Dam					
6	SPUR	32	32	1.1	37	08N50	32	32	11.2	67	08N16	150	32	11.2	98	Access	32	32	1.6		
6	08N05	32	32	4.8	38	08N50	32	32	11.2	68	08N16	150	32	11.2	99	08N28	32	32	1.9		
7	08N05	32	32	4.8	39	08N50	32	32	11.2	69	08N16	150	32	11.2	100	08N28	32	32	1.9		
7.2	08N05	32	32	10.7	40	SPUR	32	32	2.3	70	08N16	150	32	11.2	101	08N28	32	32	1.9		
8	08N05	32	32	3	41	SPUR	32	32	2.3	71	08N16	150	32	11.2	102	08N28	32	32	3.4		
9	08N05	32	32	4.1	42	08N16	32	32	11.7	72	08N16	150	32	11.2	103	08N28	32	32	3.9		
10	07N03	32	32	2.7	43	08N16	32	32	3.5	73	08N16	150	32	11.2	104	08N28	32	32	1.8		
10.1	07N03	32	32	2.7	44	08N16	32	32	6.3	74	08N16	150	32	11.2	105	08N28	32	32	6.4		
11	07N03	32	32	8.2	45	08N16	32	32	4.4	75	08N16	150	32	11.2	106	08N28	32	32	3.6		
11.1	07N03	32	32	8.2	46	08N16	32	32	4.4	76	08N16	150	32	11.2	107	08N28	32	32	1.7		
12	07N05	32	32	1.2	47	08N16	32	32	12.2	77	08N24	150	32	6.2		SPUR					
12.2	07N05	32	32	1.2	48	08N16	32	32	4.3	78	08N24	150	32	6.2	108	08N21	32	32	6.8		
12.3	07N05	32	32	4.3	49	08N16	32	32	8.1	79	08N24	150	32	6.2	109	08N21	32	32	3.3		
13	08N38	32	32	4.3	50	08N16	32	32	3.7	80	08N24	150	32	6.2	110	08N21	32	32	3.1		
14	07N02	32	32	6.7	51	08N16	32	32	3.7	81	08N24	150	32	6.2	111	08N21	32	32	6.9		
15	08N38	32	32	1.6	52	08N16	32	32	3.1	82	08N24	150	32	6.2	112	08N21	32	32	5.1		
16	08N38	32	32	2.5	53	08N16	32	32	1.6	83	08N24	150	32	6.2	113	08N21	32	32	6.9		
18	08N38	32	32	1.6	54	08N16	32	32	1.6	84	08N24	150	32	6.2	114	08N21	32	32	4.3		
19	08N38	32	32	1.1	55	08N16	32	32	1.3	85	08N24	150	32	6.2	115	08N21	32	32	4.3		
20	08N38	0	32	1.3	56	08N16	32	32	1.3	86	08N24	150	32	6.2	116	08N21	32	32	4.3		
21	07N02	32	32	3.7	57	08N16	32	32	4.7	87	08N24	150	32	6.2	117	08N21	32	32	4.3		
22	07N02	32	32	3.1	58	08N16	32	32	3.1	88	08N24	150	32	6.2	118	08N21	32	32	4.3		
23	08N25C	32	32	3.1	59	08N16	32	32	3.1	89	08N24	150	32	6.2	119	08N21	32	32	4.3		
23.1	08N25C	32	32	3.1	60	08N16	32	32	3.1	90	08N24	150	32	6.2	120	08N21	32	32	4.3		
23.2	08N25C	150	150	7.9	61	08N16	32	32	4.6	91	08N24	150	32	6.2	121	08N21	32	32	4.3		
24	08N25C	150	150	7.9	62	08N16	32	32	4.6	92	08N24	150	32	6.2	122	08N21	32	32	4.3		
25	08N25C	150	150	7.9	63	08N16	32	32	4.6	93	08N24	150	32	6.2	123	08N21	32	32	4.3		
26	08N25C	150	150	7.9	64	08N16	32	32	4.6	94	08N24	150	32	6.2	124	08N21	32	32	4.3		
27	08N25C	150	150	7.9	65	08N16	32	32	4.6	95	08N24	150	32	6.2	125	08N21	32	32	4.3		
28	08N25C	150	150	7.9	66	08N16	32	32	4.6												
29	08N25C	150	150	7.9	67	08N16	32	32	4.6												
29	08N25C	32	32	2	68	08N16	32	32	2												
29	08N25C	32	32	2	69	08N16	32	32	2												
30	08N25C	32	32	1.2	70	08N16	32	32	1.2												
					71	08N16	32	32	1.2												
					72	08N16	32	32	1.2												
					73	08N16	32	32	1.2												
					74	08N16	32	32	1.2												
					75	08N16	32	32	1.2												
					76	08N16	32	32	1.2												
					77	08N16	32	32	1.2												
					78	08N16	32	32	1.2												
					79	08N16	32	32	1.2												
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					106	08N16	32	32	1.2												
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					108	08N16	32	32	1.2												
					109	08N16	32	32	1.2												
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					111	08N16	32	32	1.2												
					112	08N16	32	32	1.2												
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					115	08N16	32	32	1.2												
					116	08N16	32	32	1.2												
					117	08N16	32	32	1.2												
					118	08N16	32	32	1.2												
					119	08N16	32	32	1.2												
					120	08N16	32	32	1.2												
					121	08N16	32	32	1.2												
					122	08N16	32	32	1.2												

UPPER MOKELUMNE RIVER WATERSHED AUTHORITY

CONSULTING SERVICES AGREEMENT

- Aspen Project Archeological Services -

THIS CONSULTING SERVICES AGREEMENT (“Agreement” or “Contract”) is entered into as of October 4, 2024 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 INCONTEXT (“Contractor”).

RECITALS

A. Authority desires to obtain professional services related to archeological surveys and associated documentation for the Aspen Restoration Project with aspen stands located within the Amador Ranger District, Eldorado National Forest, and Calaveras Ranger District, Stanislaus National Forest.

B. Contractor is in the business of providing professional services related to Archeology and associated documentation.

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

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

1. SERVICES TO BE RENDERED BY CONTRACTOR.

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

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

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

3. CHANGES IN SCOPE OF SERVICES. Only the Authority’s Board of Directors or its designees have the authority to agree to any extension of time, change order, change in the scope of work, change in the contract price, or other term or condition affecting either Contractor’s or Authority’s duties set forth herein. Adjustments in compensation shall be determined through negotiation between the parties to the Agreement. Contractor acknowledges that no Authority staff person or Authority officer other than the Board of Directors or its designees directly authorized to negotiate this Agreement or any changes thereto have the power to amend the terms and conditions of this Agreement. Any change not so authorized in advance in

writing by the Board of Directors or such designee shall be null and void.

4. TERM OF AGREEMENT; TERMINATION. This Agreement shall terminate automatically on successful completion of the Work, or on September 30, 2027. Authority reserves the right to terminate this Agreement with or without cause on seven (7) days' written notice to Contractor. In the case of such early termination, Contractor shall be paid for all services rendered in accordance with the terms and provisions of this Agreement up to the effective date of termination, up to the maximum fee prescribed for any task.
5. COMPENSATION TO CONTRACTOR. The Contractor shall submit monthly invoices indicating work completed and progress toward completion of each task. Invoices are to be sent electronically, in the form of a PDF file, to kkahling.landmark@outlook.com and ralcott@umrwa.org. Compensation to Contractor shall be paid on a per acre basis for acres actually completed, in performance of the Work. In no event shall compensation for completion of the Work exceed the Total Fee amount as set forth in Exhibit B, Budget, attached and incorporated by this reference. The Contractor may be compensated an Additional Fee for mutually agreed additional survey acres as provided in Exhibit B, Budget.
6. SUPERVISION OF THE WORK.
 - 6.1 Contractor shall be solely responsible for all methods, techniques, sequences and procedures, and shall coordinate all portions of the Work. Authority shall deal only through Contractor, who shall be responsible for the proper execution of the entire Work.
 - 6.2 Contractor shall be responsible to Authority for the acts and omissions of Contractor's employees, subcontractors, and their agents and employees, and any other persons performing any of the Work under a contract with Contractor.
7. ASSIGNMENTS. Contractor may not assign, subcontract, or transfer its interest in this Agreement without the written consent of Authority.
8. CONTRACTOR NOT EMPLOYEE OF AUTHORITY. It is understood that Contractor is not acting hereunder as an employee of Authority but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of Authority. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in Authority. It is understood by both Contractor and Authority that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or a joint venture.
9. LICENSES, ETC. Contractor represents to Authority that it or its principals have all licenses and qualifications, of whatsoever nature, that are legally required for Contractor to practice its profession and to perform the Work. Contractor agrees that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any license that is legally required for Contractor or its principals to practice its profession and perform the Work. Contractor further agrees that any subcontractor engaged by Contractor to perform a portion of the Work shall similarly possess all licenses and qualifications of whatsoever nature that are legally required for the subcontractor to perform the portion of the Work that is the subject of the subcontract at issue.

10. INSURANCE.

- 10.1 Contractor shall take out and maintain at all times during the performance of any work to be done under the terms of this Agreement a policy or policies of insurance as follows:
- 10.1.1 General Liability – Commercial General Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, including but not limited to endorsements for the following coverage: Premises, personal injury, products and completed operations, blanket contractual and independent contractor’s liability.
- 10.1.2 Automobile Liability – Automobile Liability Insurance of not less than One Million Dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage is required in the event motor vehicles are used by Contractor in the performance of the Agreement.
- 10.2 Contractor shall furnish a certificate of insurance and policy endorsements satisfactory to the Authority’s Executive Officer as evidence that the insurance required above is being maintained. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide prior to said expiration date a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year.
- 10.3 Certificates of insurance must include the following provisions:
- 10.3.1 The insurer will not cancel the insurance coverage without 30 days prior written notice to the Authority; and
- 10.3.2 The Authority, its officers, officials, and employees are included as additional insured but only insofar as the operations under this Agreement are concerned. This provision shall apply to all liability policies *except* workers’ compensation, employer’s liability, and professional liability.
- 10.4 Contractor’s commercial general and automobile liability insurance coverage shall be primary insurance as respects the Authority, its officers, officials, and employees. Any such insurance or self-insurance maintained by the Authority, its officers, officials, and employees shall be in excess of Contractor’s insurance and shall not contribute with it.
- 10.5 Contractor shall be responsible for payment of any deductible contained in any insurance policy required under this Agreement and Contractor shall also be responsible for payment of any self-insured retention. Any deductible or self-insured retention must be declared to, and approved by Authority’s Executive Officer prior to beginning the Work. In the event any deductible and/or self-insured retention is deemed unacceptable by Authority’s Executive Officer, either (i) Contractor’s insurer shall reduce or eliminate such deductible or self-insured retention as respects the Authority, its officers, officials, employees, representatives or agents; or (ii) Contractor shall provide a financial guarantee, satisfactory to Authority’s Executive Officer, guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- 10.6 Claims made policies: If any of the required policies provide coverage on a claims-made basis:
- 10.6.2 The retroactive date must be shown and must be before the date of the contract

or the beginning of the contract work.

10.6.3 Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the contract of work provided such insurance is available in the marketplace and is economically feasible.

10.6.4 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of four (4) years after completion of contract work.

11. WORKERS' COMPENSATION INSURANCE. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860), and Chapter 4, Part 1, Division 4 (commencing with Section 3700), of the Labor Code of the State of California, Contractor is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Workers' Compensation Insurance. Contractor is aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to permissibly self-insure in accordance with the provisions before commencing the performance of the services of this Agreement.
12. OWNERSHIP OF DOCUMENTS. Contractor agrees to maintain in confidence and not disclose to any person or entity, without Authority's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of Authority. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained hereunder by Contractor during the term of this Agreement, except as directed by Authority. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.
13. RETENTION OF RECORDS. Pursuant to Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of Authority or as part of any audit of Authority for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance of the Work and the administration of the Agreement for three years after final payment hereunder.
14. INDEMNIFICATION. Contractor agrees to indemnify, defend (upon request of Authority) and hold harmless Authority and Authority's agents, board members, elected and appointed officials and officers, employees, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorney's fees of Authority Counsel and counsel retained by Authority, expert fees, costs and staff time, and investigation costs) of whatever kind or nature (collectively "Claims"), to the extent caused or alleged to be caused by any negligent or willful error, act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors, or authorized representatives, unless such Claim arises out of the negligence or willful misconduct of Authority or its agents or employees.
15. NON-DISCRIMINATION. Contractor agrees that, in the performance of services under this Agreement, Contractor will not discriminate or permit discrimination against any person or class of persons by reason of race, color, creed, sex, or national origin in any manner prohibited by Title VI of the Civil Rights Act of 1964 or any applicable State enactments, as said regulations may be amended.

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

To Contractor: InContext
Trish Fernandez, CEO and Principal Investigator
11355 Folsom Blvd., Suite P
Rancho Cordova, CA 95742

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

With a copy to:

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

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

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

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

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

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

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

22. SEVERABILITY. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

23. TIME OF ESSENCE. Time is hereby expressly declared to be the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. INFORMATION PROVIDED BY CONTRACTOR. Contractor shall be entitled to reasonably rely upon the information provided by Authority, Authority’s representatives, or from generally accepted sources without independent verification except to the extent such verification is expressly included in the scope of services; provided, however, that Authority reserves the right to require verification if Authority has good cause to believe that Contractor’s sources are incorrect.
25. INVOICING AND PAYMENT. Contractor shall submit, as noted in paragraph 5 above, monthly invoices for work performed. With each invoice the Contractor will submit a progress report that indicates the budget status of each task. No retention shall be required. Payment of all undisputed charges shall be made by the Authority within 30 days of receipt of the invoice. Disputed charges, along with supporting documentation that demonstrates the reasonableness of the dispute, must be communicated to the Contractor within 30 days of receipt of the invoice. In the event payment for undisputed charges has not been made within 30 calendar days from the date of the invoice, Contractor may, giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against Authority, suspend all or part of the services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5 percent per month, not to exceed the maximum rate allowed by law, may be added to the unpaid balance of each invoice, after 90 calendar days from the date of the invoice.
26. EXECUTIVE ORDER N-6-22. Contractor agrees to comply with the Governor’s Executive Order regarding economic sanctions imposed in response to Russia’s actions in Ukraine. These include, but are not limited to, the federal executive orders identified in Executive Order N-6-22, and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>).

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

<p>UPPER MOKELUMNE RIVER WATERSHED AUTHORITY:</p> <p>BY: _____ Richard Sykes, Executive Officer</p>	<p>CONTRACTOR: InContext</p> <p>BY: _____ Trish Fernandez, CEO and Principal Investigator</p> <p><u>Federal Tax I.D. No.: 61-1753485</u></p>
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Consulting Services Agreement
Exhibit A
Scope Of Work And Schedule

I. STATEMENT OF WORK

A. CONTRACTOR QUALIFICATIONS

1. Contractor shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this contract.
2. Contractor, Contractor's principal, or Contractor's staff working on the contract must meet the professional qualifications necessary to carry out the scope of work.

B. SCOPE

Contractor shall provide professional services to complete the required Archeological Services for up to approximately 300 acres as part of the Aspen Restoration Project funded by the CA Wildlife Conservation Board. Services shall include field work to identify cultural resource sites, mapping and reporting.

Detailed locations for the field work shall be specified by UMRWA prior to initiating field work.

1. PROJECT TASKS

a. Inventory

Contractor shall inventory utilizing a surface-30 ("intensive") methodology (i.e., transect intervals spaced 30 meters or less apart) on slopes 30% or less. Contractor shall record all newly identified sites using the ENF New Site Form (Exhibit E).

Contractor shall perform intuitive cultural resources survey over 5% of the total project area in locations containing slopes in excess of 30 percent. These acres will be chosen at the commencement of fieldwork, in consultation with the Forest, targeting areas likely to contain cultural resources (i.e. saddles, springs, and areas visually containing unrecorded resources). Any other areas greater than 30% slope and areas encountered that are unsafe to survey will be plotted on GIS created maps, identified as 'not surveyed – unsafe' in the GIS data deliverables, and described in the yellow highlighted sections of the inventory report (Exhibit F) (i.e., acres) (note that the ENF will complete the non-highlighted sections of the inventory report template). Time constraint is not an acceptable reason for performing less than the designated survey coverage methodology.

b. Site Flagging, Posting, Photographing, and Mapping

All previously known and newly discovered sites shall be photographed, flagged, posted with a Sensitive Area tag, and mapped using GPS. Photographs that document the site's current condition shall be provided as part of the monitoring and new site forms, and photos shall be

accessioned using the log sheet provided (attached in Exhibits G and H). The site boundaries shall be flagged using combined strips of pink and black flagging a minimum of two feet long. Flagging shall be intervisible. Flagging shall be provided by the ENF. The flagged boundaries of previously known sites will include all previously recorded features and artifacts (e.g., according to the most updated site sketch maps), or expanded to include newly identified cultural resources. Where flagged site boundaries differ in size and/or shape from previously recorded/flagged boundaries, these updates will be noted on the monitoring form with a brief explanation. New Sensitive Area tags (provided by the ENF) will be posted at all new sites and reposted at previously known sites where it is deemed necessary to replace tags that are not relocated, are burned, or are generally in poor condition. All flagged site boundaries will be mapped using GPS tracks so that sites can be plotted on GIS maps as polygon features.

When any linear site segment is encountered during a survey transect, a GPS point and photograph will be taken, and flags (using the pink and black flagging provided by the ENF) hung at that data point. The contractor will follow these same procedures to record newly identified linear archaeological site segments. Monitoring of known linear sites and minimal recordation of new linear sites will be documented on the site form provided by UMRWA and originating from the ENF (attached in Exhibit E).

Collection of surface artifacts is not authorized under this Agreement. If the Contractor determines artifacts at risk, ENF will be notified for approval for collection.

c. Site Documentation

After the survey, site monitoring and recording, site flagging, and Sensitive Area postings have been completed, the contractor shall provide UMRWA with the following for submission to the ENF:

1. Draft GIS maps that clearly depict the units surveyed, the methodologies used, unsurveyed/unsafe areas within the units, and all encountered site locations (sites as polygons and linear site segments as point or line data) (sample GIS maps will be provided by ENF).
2. Draft GPS data used for depicting surveyed areas and site locations on the GIS maps. Submit data using appropriate attribute table templates provided by the ENF upon award.
3. A table that summarizes the units surveyed, methodology or methodologies utilized, acres inventoried by methodology, known sites monitored, any newly recorded sites, and linear site segments encountered during the inventory.

d. Draft Report/Monitoring Forms

Contractor shall prepare a draft inventory report following the ENF format provided by UMRWA (Exhibit F). Contractor shall complete only the yellow highlighted sections of the report template; the ENF will complete all remaining sections of the report based upon the ENF's previous work. The draft shall include the survey results provided to UMRWA after the survey was completed (deliverable #1). Monitoring forms and new site forms with attached

photographs and site location maps shall be included. The report shall include a list and description of any newly located sites along with site location maps. The report shall also include a list and description of encountered linear site segments. Two sets of GIS maps shall be prepared that show the (1) survey units and inventory methodologies and (2) locations of cultural resources (including linear site data); these shall be prepared at the 1:24,000 scale. An electronic copy of the report in Word will be provided to UMRWA for submission to the ENF and ENF review. The Authority and the ENF will have 10 days for review of these documents.

e. **Final Report**

A final inventory report shall be prepared that has addressed any comments provided to the contractor by the Authority or the ENF. It shall include the final sets of GIS maps, final sets of site forms, and final sets of photographs with log sheets. Contractor shall provide 2 hard copies of the report and maps as well as 2 electronic copies, one as a Word document and the other as a PDF. All final GIS data shall be provided to UMRWA for submission to the ENF.

2. SCHEDULE

- a. Contractor conducts Archeological Services beginning upon receipt of the Notice to Proceed (or as soon thereafter as field conditions allow) and completing the inventory by January 1, 2025.
- b. UMRWA may specify priority areas or sequence of units to be monitored in order to flag sites prior to fuels treatment work commencing.
- c. Contractor provides completed monitoring forms to the USFS within one month of completing the annual monitoring.
- d. Contract Termination date is September 30, 2027 to allow for annual site flagging maintenance, unforeseen delays, and/or additional survey areas added by mutual agreement.

3. RESTRICTIONS ON WORK

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

4. FIRE PREVENTION

- a. Contractor shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.
- b. Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the ENF may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- c. All parking or equipment service areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable

material for a slope distance of at least 10 feet from such engine. The ENF shall approve such sites in writing.

- d. As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify the ENF of any fires on Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
Dispatch Center	Camino ECC	Camino, CA	530-644-0200
Nearest FS Station	Amador Ranger Station	Pioneer, CA	209-295-4251
COR	Chuck Loffland	Pioneer, CA	209-295-5910
Inspector	Matt Brown	Placerville, CA	530-622-5061
Inspector	TBD		

When reporting a fire, provide the following information:

Your Name

Call back telephone number

Project Name

Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)

Fire Information: Including Acres, Rate of Spread and Wind Conditions.

5. CAMPING AND HOUSING

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

6. CONTRACTOR FURNISHED EQUIPMENT

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

7. FURNISHED PROPERTY

The Forest Service shall provide forms, templates, and maps/shape files of known site locations as necessary for the work. The Forest Service shall also provide flagging and Sensitive Area tags to the Contractor.

**EXHIBIT B
BUDGET**

(Per Contractor’s Pricing)

TASK	UNIT	ESTIMATED NUMBER OF UNITS	UNIT PRICE	EXTENDED PRICE
Intensive Inventory, Flagging, Site Documentation	Acre	< 300 acres	\$100.00	\$30,000.00
Draft and Final Report	Lump Sum	1	\$20,000	\$20,000
TOTAL FEE				\$50,000

Payment shall be based on actual acres surveyed on a per acre cost basis.

Additional Fee: Contractor may be compensated an Additional Fee for surveying and/or monitoring additional acres that exceed acres above. The additional number of acres and the associated Additional Fee amount shall be negotiated and mutually agreed upon in writing by the Authority and Contractor.

EXHIBIT C

PROJECT AREA MAPS (separate documents)

Map 1: Aspen Treatment Area

Map 2. Aspen Survey Coverage (under development as part of Task Order 01)

EXHIBIT D
MONITORING FORM

USDA Forest Service
 Eldorado National Forest
 Amador Ranger District

MONITORING AND UPDATE RECORD

Site No.: 05-03-51-xxxx

Perm. Trinomial: CA-ELD-_____

Common Name:

Page 1 of

Date Initially Recorded:

Date Updated/Monitored:

Type: Prehistoric Historic Multicomponent

Is Location Description accurate? Yes No (see attached map)

NRHP Status: eligible ineligible undetermined unknown

Previously Recorded Surface Integrity: Excellent Good Fair Poor Unknown
 as inferred from site record or as taken directly from record

Date Last Monitored:

Present Site Surface Condition: Excellent (100-90% intact) Good (90-50%) Fair (50-10%)
 Poor (<10% intact) Unknown

Is Site Recently Disturbed?

Is Site Flagged? **Posted?** **How:**

Newly Discovered Materials:

New Site Size: m x m = square meters

Fuels Characteristics:

Surface Fuel Type and Depth:

Duff Depth:

Other Additions to Site Record:

Monitored/Updated by: xxxxx, xxxxxx.

Reference: xxxxxx, by xxxxx (xxxx). Report on file at the Eldorado National Forest Supervisor's Office, 100 Forni Lane, Placerville, CA 95667.

EXHIBIT E

ENF NEW SITE FORM

EXHIBIT F

ENF INVENTORY REPORT TEMPLATE



**Cultural Resource Management Report -
UMRWA Forest Projects Plan**

1. **Undertaking Description:** *(brief, focused on Section 106 undertaking definition, not a cut and paste of a purpose and need)*
2. **Area of Potential Effect (Regional PA stipulation 7.3):** *(Define the APE (36 CFR 800.16[d]))*
 - Direct Effects to Historic Properties:
 - Indirect Effects to Historic Properties:
 - Cumulative Effects to Historic Properties:

APE Description: *Based to the above discussion, provide a description of the APE (consider vertical & horizontal); activities, geographical extent etc.).*

Total APE acres: XX

3. **Identification and Inventory Needs Assessment (Regional PA stipulation 7.4):**
 - A. **Pre-field Research:**
 - B. **Consultation Efforts:**
 - C. **Previously Identified Cultural Resources Summary:** *(provide a summary description the known sites such as number of prehistoric, historic, multi-component sites recorded, known historic sites etc.)*
 - D. **Resources of Interest/At Risk:**
 - E. **Previous Inventory:**

The following cultural resource reports document coverage of the project area:

Assessment of previous inventory efforts:

Previous Inventory determined to be adequate for this undertaking:

(Provide a rationale for each previous inventory that you have determined to be adequate)

- XXX Project – RXXXXXX –

Previous Inventory determined to be inadequate for this undertaking:

(Provide a rationale for each previous inventory that you have determined to be inadequate)

- XXX Project – RXXXXXX –

Total acres of acceptable previous survey: XXXXX

F. Inventory Strategy: *(Describe the survey strategy used for this project, include any protocols or PA provisions used, e.g., Protocol of Non-Intensive Inventory Strategies for Hazardous Fuels Appendix H)*

4. Results:

A. Inventory Results: *(Describe this work, include who conducted the survey, when the survey was conducted, what methods were employed, and field conditions encountered (e.g., 10 acres were determined to be impenetrable brush and were not surveyed).*

Table 4.1 Cultural Resources Inventory within the APE:

Previous Survey	
Total Acres <i>previous adequate</i> survey:	
New Survey	
Intensive (0-15m interval):	
Surface 30 (15-30 m interval):	
Total Acres <i>newly</i> surveyed:	
Total Acres Inventoried:	

B. Cultural Resource Sites Identified within the APE: *(Provide a summary of the cultural resource sites that were located during the fieldwork and a summary of the associated work e.g., sites recorded, updated, monitored, flagged for avoidance or identification, etc.)*

Table 4.2 Cultural Resources Located in APE:

FS No. 05-03-XX-	Monitored? Updated? New?	RAR?	Resource Type	Comments

Note: P – Prehistoric, H – Historic, P/H - Multicomponent

5. Evaluation and Determination of NRHP Eligibility: *(Include a summary of any evaluations conducted, including CARIDAPs and expedited ineligible determinations (Stipulation 7.7.(c)), and evaluations)*

6. Recommendations:

The following Standard Protection Measures ([Appendix E](#)) of the Regional Programmatic Agreement will be applied in order to ensure protection of Resources at Risk:

Table 6.1 Standard Protection Measures by Site and Activity:

FS No. 05-03-	Project Activity	Protection Measure



This project complies with Section 106 of the National Historic Preservation Act of 1966, as amended in accordance with provisions of the *Programmatic Agreement among the U.S.D.A. Forest Service, Pacific Southwest Region (Region 5), the California State Historic Preservation Officer, the Nevada State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Processes for Compliance with Section 106 of the National Historic Preservation Act for Management of Historic Properties by the National Forest of the Pacific Southwest Region (Regional PA 2018)*.

Should any previously unrecorded cultural resources be encountered during implementation of this project, all work should immediately cease in that area and the District Archaeologist be notified immediately. Work may resume after approval by the District Archaeologist; provided any recommended Standard Protection Measures are implemented. Should any cultural resources become damaged in unanticipated ways by activities proposed in this project; the steps described in the Regional PA for inadvertent effects will be followed.

Should the project boundaries or activities be expanded beyond the current APE, Section 106 compliance for this project will be incomplete until additional cultural resource review is completed.

The District Archaeologist will be kept informed of the status of various stages of the project, so that subsequent field work can proceed in a timely fashion. Monitoring of the area may occur after the project has been completed. This work will be documented in amendments to this report, as appropriate.

Prepared by:

Name

Date

xxx District Archaeologist

7. Attachments:

- Project Vicinity Map
- Project Location Map (ENF GIS base map, APE boundary)
- Survey Coverage Map (ENF GIS base map, APE boundary, previous acceptable survey, new survey)
- Site Location Map (ENF GIS base map, APE boundary, sites)
- Site Records/Monitoring Reports/Isolate Forms
- Evaluations
- Consultation Correspondence

8. Professional Determination and Recommendations (Stipulations 4.3 & 7.8):

I have reviewed this report and certify that it complies with the Stipulations of the Regional PA and meets appropriate Forest Service, State, or professional standards.

It is my finding that there will be:

 No Historic Properties Affected by implementation of this project (Stipulation 7.8[a]) as there are no historic properties located within the undertaking's APE.



____**No Adverse Effect to Historic Properties** by implementation of this project where



management measures are not required to protect historic properties
(Stipulation 7.8(b) (1))

___ **No Adverse Effect to Historic Properties** by implementation of this project where Standard Resource Protection Measures will be used to protect, manage or maintain historic properties in a manner that avoids adverse effects (Stipulation 7.8.(b)(2))

___ **Resolution of Adverse Effects** will be required prior to implementation per 36 CFR 800.5 – 800.6. (Stipulation 7.8[c]) Consultation with SHPO regarding resolution is required and concluded prior to NEPA decision with approved mitigation included in NEPA decision.

Signed:

Chuck Hutcheson	Date
Eldorado NF Heritage Program Manager	

9. Line Officer Approval

___ *I concur with the above professional determinations and recommendations. .*

___ *I do not concur with the above professional determinations and recommendations.*

Signed:

Name	Date
Title	

EXHIBIT G

ENF PHOTO LOG

Amador Ranger District ARCHEOLOGICAL PHOTO RECORD					
YEAR 99	FILM TYPE color print 400	CAMER A & LENS Minolta 38-90 Zoom	ACCESSIO N No.		
Mo	Day	Exp	Frame	Subject/De scription	Site / Isolate No.
		1			05-03-55-
"	"	2			"
"	"	3			"
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EXHIBIT H

ENF PHOTO PAGE

Page of

Resource Name or # (Assigned by Recorder): 05-03-51-00



Top: (Frame).
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