



BOARD MEETING AGENDA SUBMITTAL

TO: GCS D Board of Directors

FROM: Peter J. Kampa, General Manager

DATE: December 13, 2022

SUBJECT: Agenda Item 6D: Adoption of a Resolution Awarding a Contract to Crook Logging for the District Infrastructure Fuels Reduction Project

RECOMMENDED ACTION:

Staff recommends the following action:

I move to approve Resolution 51-2022 awarding a contract to Crook Logging in the amount of \$2,525 per acre treated not to exceed \$300,475 for the District Infrastructure Fuels Reduction Project.

BACKGROUND:

The District received a grant in the amount \$405,000 from the Department of Forestry and Fire Protection to prepare a 119 acre shaded fuel break on GCS D properties located at 18966 Ferretti Rd, 11291 Big Creek Shaft Rd and 18790 Vernal Dr.

The benefit of removing the understory fuels is the reduction in greenhouse gas emissions. This will allow mature trees to live through and endure a wildland fire. Mature trees process significantly more than smaller plants due to their large size and extensive root structures have a much more woody biomass to store CO₂. Native Ponderosa Pines and Black Oak within the fuel break are examples of trees especially good at absorbing and storing CO₂.

The expected outcome is to have a fuel break strategically placed in a location within a greater area of fuel breaks overall, at least in terms of protecting the Groveland community. This will assist in controlling large fires as these shaded fuel breaks in addition to removing hazardous fire fuel, provide additional access for firefighting activities, ultimately increasing initial attack success reducing the number of extended or major wildland fires. This fuel break should serve to allow firefighters to work safely in the area; to change fire direction; to drop fire to the ground; and to stop the spread of wildfire under adverse fire conditions. The width of treatment will be determined utilizing such factors as fuel loads, topography, predominant winds, values at risk and fire behavior modeling. Mitigating fire risk to the communities is a priority of the District.

The project was sent to the District's list of interested contractors on October 24, 2022. Plans were distributed to six (6) general contractors and bids were received on November 30, 2022. The District has reviewed the bids received and has determined that Crooks Logging has delivered the lowest responsive bid.

Staff proposes to only contract for the work up to the maximum amount of grant available. The General Manager has approved the standard contract with Crook Logging Inc, and this resolution will document this action for the District records if awarded.

ATTACHMENTS

1. Resolution 51-2022
2. Notice of Award
3. Crook Logging Bid Summary
4. Agreement

RESOLUTION 51-2022

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT AWARDING A CONTRACT TO CROOK LOGGING FOR THE DISTRICT INFRASTRUCTURE FUELS REDUCTION PROJECT

WHEREAS, the Groveland Community Services District (herein referred to as District) is a local government agency formed and operating in accordance with Section §61000 et seq. of the California Government Code; and

WHEREAS, the District received a grant in the amount \$405,000 from the Department of Forestry and Fire Protection; and

WHEREAS, the project was sent to the District's list of interested contractors on October 24, 2022. Plans were distributed to six (6) general contractors and bids were received on November 30, 2022; and

WHEREAS, the District has reviewed the bids received and has determined that Crooks Logging has delivered the lowest responsive bid.

NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF DIRECTORS OF THE GROVELAND COMMUNITY SERVICES DISTRICT DOES HEREBY APPROVE AS FOLLOWS:

1. The General Manager is authorized to Issue Notice of Award to lowest bidder Crooks Logging.
2. The General Manager is authorized to execute the construction contract with Crooks Logging in the amount of \$2,525 per acer after Contractor's Performance and Payment Bonds are received, and once fully executed, shall be attached hereto as Exhibit A.
3. The General Manager is authorized to negotiate Construction Change Orders (CCO) in an amount not to exceed a 15% increase in the original bid and contract amount.
4. The General Manager is authorized to negotiate deductive (cost) change orders that result in a comparable work product.
5. The General Manager is authorized to negotiate a construction start date and issue the Notice to Proceed to the Contractor in accordance with the Project Plans and Specifications.
6. The General Manager is authorized to approve and process Contractor progress payments within the cost limitations stated herein, in accordance with the Project Plans and Specifications.
7. The General Manager is authorized to file the Project Notice of Completion in accordance with the Plans and Specifications.

WHEREFORE, this Resolution is passed and adopted by the Board of Directors of the Groveland Community Services District on December 13, 2022, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

Rachel Pearlman, Board Secretary

Spencer Edwards, President - Board of Directors

CERTIFICATE OF SECRETARY

I, Rachel Pearlman, the duly appointed and acting Secretary of the Board of Directors of the Groveland Community Services District, do hereby declare that the foregoing Resolution was duly passed and adopted at a Regular Meeting of the Board of Directors of the Groveland Community Services District, duly called and held on December 13, 2022.

DATED: _____

NOTICE OF AWARD

Date of Issuance: December 13, 2022

Owner: Groveland Community Services District

Project: District Infrastructure Fuels Reduction Project (GCSD Project No. G2021-01)

Contractor: Crook Logging, Inc.

Contractor's Address: P.O. Box 239 Groveland, CA 95321

The Owner has considered the Bid submitted by you for the above described work dated November 30, 2022. You are hereby notified that your Bid has been accepted for the unit price per acre of \$2,525 set forth in the Bid Schedule not to exceed **\$300,475**.

Two copies of the Contract accompany this Notice of Award, please execute and return both copies to the District. One signed original will be returned to you for your records. Upon commencement of the work, you and each of your subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, in accordance with section 1776 of the California Labor Code.

You must comply with the following conditions precedent within ten (10) business days following the receipt of this Notice.

- You must deliver to the District two fully executed counterparts of the Contract.
- You must deliver to the District the Payment Bond.
- You must deliver to the District the Insurance Certificates required as Exhibit B of this Contract.
- You must deliver to the District the Workers Compensation Certificate required by Section 1861 of the Labor Code.
- You must deliver to the District Proof of Registration with the Department of Industrial Relations (DIR) per Labor Code Section 1771.1.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, void this Notice of Award, and award the Contract to the next responsible and responsive bidder. Within ten (10) days after you comply with the above conditions, the District will return to you one fully signed counterpart of the Contract with the Contract documents attached

You are required to return an acknowledged copy of this Notice of Award to the Owner.

Dated this 13th day of December 2022.

NOTICE OF AWARD

Date of Issuance: December 13, 2022

Owner: Groveland Community Services District

Project: District Infrastructure Fuels Reduction Project (GCSD Project No. G2021-01)

Contractor: Crook Logging, Inc.

Contractor's Address: P.O. Box 239 Groveland, CA 95321

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award
is hereby acknowledged by

this the ____ day of _____ 2022

By: _____

Title: _____

Groveland Community Services District

Owner

By: _____

Peter Kampa

Title: _____

General Manager

Crook Logging, Inc.
PO BOX 239
Groveland, CA, 95321
Fax 209-962-4821, Cell 209-768-2744

11-29-2022

Luis Melchor
Operations Manager
GCSD
PO BOX 350
Groveland CA 95321

RE: GCSD Infrastructure Fuel Reduction Project

Dear Luis Melchor,

Thank you for the opportunity to submit a proposal for the GCSD Infrastructure Fuel Reduction Project. Our specifics for this project are detailed in the second paragraph of our technical approach. Crook Logging Inc., has been in the logging and forestry business for over 45 years. Our firm has completed numerous projects on both private and federal lands since our inception. The majority of these projects have been timber sales operated on as a private contractor for either the land owner or the purchaser of the timber sale. These operations have included logging, chipping, mastication, and slash treatment. At various intervals over the years, we have also completed many brushing, land clearing jobs, and road reconstruction as stand alone projects.

Crook Logging Inc. is a small family business that prides its self on quality work and professionalism. We are confident that our company can be an asset as a contractor for GCSD, as we have worked together successfully in the past on both hazard tree removal projects and mastication projects (Jones Hill Fuel Break). Please contact me if you have any additional questions.

Our price to complete all 119 acres is \$2,525 per acre, or a total of \$300,475. This price leaves room for the administration portion of the grant to be retained by the district with some still left over. If our proposal is selected, we would be open to treating additional district acreage at the same per acre price.

Sincerely,



Shaun L. Crook
Vice President
Crook Logging, Inc.

Crook Logging Inc. References

Cal Trans Hwy 120 Hazard Trees - Saeid Mehrtash - 559-709-8713

South Rim Biomass, South Rim Hazard Tree Removal - Brian McCrory, Contracting Officer, Stanislaus National Forest, brian.mccrory@usda.gov , 530-517-1196.

Groveland Community Services District - Luis Melchor - lmelchor@gcsd.org

Three Forest Stewardship IDIQ, Golden Gate, Double South/North, Matchstick, AAA, Ditch It - Fire Salvage Timber sales on the Stanislaus National Forest - KyleHampton kyle.hampton@usda.gov

Cal Trans Hwy 140 - Colin Doran - colin.doran@dot.ca.gov

Camp Mather - City of San Francisco - Kelly Cornell 415-819-5604

Pine and Crab Timber Sales on the Summit Ranger District in the Stanislaus National Forest. Contact: Maria Benech, 209-532-3671

South 108, Crandall, and Sampson Timber Sales on the Mi Wuk Ranger District in the Stanislaus National Forest. Contact: Marty Gmelin, 209-532-3671

Private property for Sierra Pacific Industries (S.P.I.)
Contact: Tim Tate 209-768-6304

Land clearing and piling of private property, David Penning, 209-962-5136

Chris Conrad, California Reforestation, 209-588-1920.

Kirby Molen, Sierra Forest Products, 559-284-2997.

GCSD Infrastructure Fuel Reduction Project

Name of Firm – Crook Logging, Inc.

I. Technical Approach

Crook Logging Inc. is a well established firm with over 45 years experience in the logging and forestry industries. Our firm is well suited to operate on this project. Our extensive equipment list is attached, and nearly all of our equipment is late model and in great operating condition. Our firm has extensive experience in logging, mastication, mechanical site preparation, mechanical thinning, chipping, fuel break construction and maintenance, and logging operations. Our main mastication equipment consist of a Timber Pro 745 D, a Link Belt 250 excavator, and a CAT 299.

We have toured the project area extensively and see many challenges. This is a shaded fuel break that requires a couple different treatment methods. The majority of the mastication ground is very steep with large oak trees. These trees take time to masticate, but the desired 50% or less canopy and 35' x 35' spacing can be achieved with our equipment and personnel. We would most likely sub contract the hand work acres to Summit Forestry or California Reforestation. Hand work will be done in concurrence with the machine work to ensure work flow and that all items in an are are completed. Mastication would begin as soon as weather permits, this winter/early spring. We anticipate 60 working days to complete this project and the goal will to be to have it completed before the beginning of the 2023 fire season.

The RFP also requires the removal of the downed, oversize trees and the felling of the dead trees. There is no commercial value to this product. We have secured an area for the disposal of this material that is off of GCSD property. This operation will require the use of our log skidders and log processor to cut, skid, and load this material for disposal. We will have to carefully monitor the weather for truck access so that this material can be removed. Our firm also has the necessary equipment for any road work that is needed to remove the material and all post operational erosion measures.

Our company has previously operated in and around this project area and we are familiar with the challenges of being near the public, road ways, and utility infrastructure. There are multiple prescriptions needed for this project and we are suited to complete all of them. We have conducted traffic control on the state highway for our Cal Trans projects and we have the necessary signage and qualified personnel to ensure public safety.

Our company is also equipped with all necessary signage to perform traffic control procedures when/if needed for operations. Roads will need attention to safely get our crew to the job site and for emergency services if needed.

Crook Logging Inc. owns a wide variety of state of the art forestry machines. All of our equipment is available for use on this project and it is detailed on the attached equipment inventory. Crook Logging, Inc. has the reputation and experience to operate on this project

safely, successfully, and efficiently. Additionally, we have the capacity and capital necessary to expand our fleet of equipment, upgrade, or change equipment that may be required for this project.

Crook Logging Inc. employees are required to read and sign an acknowledgement of receipt of the company safety plan when they are hired. We also conduct monthly safety meetings and address any special circumstances when the need is present. Shaun and Russell Crook are both Licensed Timber Operators (#A8086) in the State of California and Certified California Pro Loggers. Crook Logging, Inc. is also a licensed tree service contractor in California (C-61/D49 #1017238) and C-12 earthwork and paving contractor (#1017238). Our firm possesses all of the necessary permits and insurance requirements needed for this project. All members of our crew have current Interagency Emergency Equipment Operator Cards and have been trained in first aid and CPR. The project will be served with communication equipment that includes GPS's, CB radios, cell phones, and fire radios. Through these means, we also have the ability to contact CAL Fire and the USFS in case of a fire or emergency.

Before operations begin, a job site safety plan will be completed and this will detail cell phone locations and helicopter landing locations in case of injuries. The job site safety plan is stored in the fuel truck and all crew member are aware of its location. Additionally, the job site safety plan is discussed before operations begin and reviewed as needed. Any accident or injury is immediately reported to Russell Crook and he is in charge of requesting emergency services if needed. If Russell Crook is the person in need of emergency services, Shaun Crook will contact emergency services. Crook Logging Inc.'s employees have been properly trained and have years of experience in proper and safe operations.

Crook Logging Inc. has many measures to ensure quality control throughout the operation. Russell Crook ensures that any sensitive areas, such as stream courses, archeological resources and biological resources, operational hazards, are discussed with the crew and mitigation measures are put in place. Any potential issues are discussed and any needed actions are taken.

III. Supervision

Russell Crook will be the Project Manager in control of all operations for this project. Russell will make himself totally available whenever GCSD/Cal Fire inspectors are on site. He will be operating equipment on a daily basis and monitoring the other equipment operators. This oversight is done on a continual basis all day long. Inspections will be fully documented and carried out daily by inspecting the work area before, during, and after operations. This will be done by walking and monitoring the work area. In addition to Russell, Shaun Crook will also be operating equipment and monitoring operations. This will ensure that the contract is adhered to in operational regards to residual tree care, felling and stump height, designation by prescription specifications, and road maintenance.

If correspondence with GCSD/Cal Fire is needed during the day, this will be done by cell phone. We will also be available to discuss any operational challenges with the GCSD/Cal Fire "after hours" via email and phone. The key to our operation is that we plan far enough ahead to

allow time for operational challenges to be discussed and resolved before the on ground operations are affected. This ensures timely communication to allow for on the ground meetings between our firm and County personnel.

Crook Logging Inc. is extremely detailed oriented, and will submit a progress schedule, traffic control and erosion plan, and any additional authorized personal to the GCSD/Cal Fire prior to the start of operations for approval. Russell will be responsible for documenting and ensuring that the completed work meets all contractual obligations. Additionally, he will make sure that all operators are aware of safety hazards and equipment exclusion areas.

IV. Utilization of Local Workforce and Small Businesses

Crook Logging Inc.
PO Box 239
Groveland, CA, 95321

The current workforce for Crook Logging Inc. are all residents of Tuolumne County. We anticipate using between 5 and 10 employees for our direct on the ground operations. These are living wage jobs and half of our crew lives in the town of Groveland. Many of our employees also have spouses and children that live, work, and attend school in our community. Our employees own homes and participate in local service organizations.

Crook Logging, Inc. is a certified small business in California (ID 2003918). Crook Logging Inc. has conducted operations in the local area for the last 45 years. Our firm incurs many annual expenses that are associated with operations. These expenses include items such as equipment and vehicle purchases, sales tax, fuel, parts and maintenance, insurance, accounting and legal, advertising and promotion, education and training, medical, office supplies, rent, telephone, utilities, and services. Expenses associated with the operations of our firm go to vendors that are in the local area.

Table 1

5/31/2022		Equip	Year	S/N or VIN	LIC
Crook Logging Equipment Inventory					
Quantity					
1	Link Belt 250 Excavator w/ masticator and bucket		2022		
1	Link Belt 240 LX Log Loader rotating grapples, forestry package		2012	FICK1-4454	
1	Link Belt 3740 Log Loader, Logmax 7000 processor		2016	FIEK6-1547	
1	Link Belt 240 LX Log Loader - Logmax 7000 processor		2013	FICK4-7778	
1	TimberPro 745 feller buncher w/ bar saw & mastication head		2020	TL-745D-0735-030520	
1	John Deere 748 H Dual Function Grapple Skidder		2013	1DW748HXCED658740	
2	John Deere 748 GIII dual function grapple skidder		2005	DW748GX594255	
1	Bandit 3590 track chipper		2019	509838	
1	CAT 527 Track Skidder		2005	4NS00503	
1	John Deere 750 BLT grapple dozer, six way blade				
1	CAT D7 G with USFS approved rippers		1984	92V2250	
1	CAT D6 D dozer with winch		1986	31X1903	
2	CAT 259D skid steer W/ bucket/root grapple/pallet forks/sweeper				
1	CAT 299D skid steer W/ masticator head				
1	CAT 308 excavator with bucket and brush grapple				
1	CAT 14 road grader				
1	CAT 420 Back hoe		2014	SKR04887	
1	CAT 966 C front end loader with 4 yard bucket and logging forks				
1	KW Water truck with 4000 gallon tank		2018	2NKHLJ9X9JM189251	
1	Peterbilt Tractor truck with two lowbed trailers, 60 ton and 40 ton capacity, end dump		2022	ND781194	
1	Ten wheel dump truck				
1	500 gallon capacity fire truck with 300' hose reel				
2	40 foot chip vans				

**SERVICES AGREEMENT
BETWEEN THE GROVELAND COMMUNITY SERVICES DISTRICT AND CROOKS LOGGING,
INC. FOR DISTRICT INFRASTRUCTURE FUELS REDUCTION PROJECT**

This Services Agreement (“**Agreement**”) is entered into by and between the Groveland Community Services District, a political subdivision of the State of California and a community services district formed and operating pursuant to the provisions of Government Code Section 61000 et seq., (“**GCSD**”) and **Crooks Logging, Inc.** (“**Contractor**”).

RECITALS

Whereas, GCSD has determined that it requires the following services from Contractor: fire fuels treatment and reduction on approximately 119 acres of District property; and

Whereas, Contractor represents that it is fully qualified to perform such services by virtue of its equipment, experience and the training, education and expertise of its principals and employees; and

Whereas, Contractor further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, GCSD and Contractor agree as follows:

1. DEFINITIONS

1.1. “**Scope of Services**”: Such services as are set forth in Contractor’s proposal to GCSD attached hereto as Exhibit A and incorporated herein by this reference.

1.2. “**Approved Fee Schedule**”: The compensation rates set forth in Contractor’s fee schedule to GCSD attached hereto as Exhibit B and incorporated herein by this reference.

1.3. “**Schedule of Work**”: The schedule that identifies when certain work and other items are to be completed and delivered to GCSD attached hereto as Exhibit C and incorporated herein by this reference.

2. TERM.

The term of this Agreement will commence on December 13, 2022 and will expire on _____, 2023, unless terminated sooner in accordance with Section 11 of this Agreement. Nothing in this Agreement requires GCSD to renew or extend this Agreement.

3. CONTRACTOR’S SERVICES

3.1 Contractor shall perform the services identified in the Scope of Services (“**Work**”). GCSD shall have the right to request, in writing, changes in the Work. Any such changes mutually agreed upon by

the parties, and any corresponding increase or decrease in compensation, shall be incorporated by a written amendment to this Agreement.

3.2 Contractor shall perform all Work to the standards of Contractor's profession. Contractor shall comply with all applicable federal, state and local laws and regulations.

3.3 During the term of this Agreement, the Contractor shall disclose to GCSD any financial, business, or other relationship with GCSD or its employees (apart from this Agreement).

3.4 Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any GCSD employee.

3.5 Contractor represents that it has, or will secure at its own expense, all personnel required to perform the Work. All Work shall be performed by Contractor or under its supervision, and all personnel engaged in the Work shall be fully qualified and authorized to perform it under federal, state and local laws.

3.6 Contractor agrees to be as fully responsible to GCSD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them as it is for the acts and omissions of persons directly employed by Contractor.

3.7 Contractor shall perform the Work with resources available within its own organization and no portion of the Work shall be subcontracted without the prior written authorization of GCSD, except that which is expressly identified in the Approved Fee Schedule.

3.8 Contractor shall pay its subcontractors within fifteen (15) calendar days from receipt of each payment made to Contractor by GCSD. Failure by Contractor to carry out this provision of the Agreement will be considered a material breach of this Agreement, which may result in the termination of the Agreement or other such remedy, as GCSD deems appropriate.

4. ADDITIONAL SERVICES.

Additional services may be required by GCSD in connection with the Work. Such additional services shall be performed as set forth in a written amendment to this Agreement. Each amendment providing for additional services must list the scope of the additional services to be performed, state the time within which they are to be completed, delineate any special conditions, address any additional or different costs and the extent of their reimbursement, and state the compensation in accordance with the terms provided in Section 5 of this Agreement.

5. COMPENSATION, ALLOWABLE COSTS, AND PAYMENTS

5.1. All payments by GCSD to Contractor as required under this Agreement, unless otherwise explicitly provided, will be based on a fixed fee.

5.2. GCSD will pay to Contractor a fee of TWO THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$2,525) per acre, set forth in the bid and not to exceed the total grant funds available to GCSD for the Project.

5.3 Contractor will submit monthly invoices to GCSD, specifying Work completed. Each invoice must itemize the services rendered during the billing period and the amount due.

5.4. GCSD Agreement number must be listed on all invoices.

5.5 GCSD shall notify Contractor, in writing, of any disputed amounts included on the invoice. GCSD shall pay all undisputed amounts included on the invoice. GCSD shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

5.6. Payments for any services requested by GCSD that are not included in the Scope of Services must have prior written approval from GCSD.

5.7. GCSD is not obligated to pay any invoice submitted 180 days or more after a Product is shipped or Services are completed.

5.8. GCSD shall not advance Contractor for any costs in the performance of this Agreement. GCSD shall pay Contractor for any reimbursable costs upon 1) providing proper supporting documentation for the cost in its monthly billings and 2) completion of the activity in which the cost was incurred by the Contractor.

5.9. GCSD will make best efforts to reimburse Contractor within thirty (30) days of receipt of an acceptable invoice approved by the GCSD Project Manager. GCSD shall notify Contractor, in writing, of any disputed amounts included on the invoice. GCSD shall pay all undisputed amounts included on the invoice. GCSD shall not withhold applicable taxes or other authorized deductions from payments made to Contractor.

6. RELATIONSHIP OF PARTIES

Contractor is, and shall at all times remain as to GCSD, a wholly independent contractor and not an employee of GCSD. Contractor shall have no power to incur any debt, obligation, or liability on behalf of GCSD or otherwise to act on behalf of GCSD as an agent. Neither GCSD nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of Contractor's agents or employees are, in any manner employees of GCSD.

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7. INDEMNIFICATION

7.1. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend GCSD, its officers, agents, employees and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor, or any of its officers, employees, servants, or subcontractors in the performance (or non-performance) of the Work or this Agreement (or both). Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of GCSD's choice.

7.2. GCSD shall have the right to offset against the amount of any compensation due Contractor under this Agreement any amount due GCSD from Contractor as a result of Contractor's failure to pay GCSD promptly any indemnification arising under this Section 7 or related to Contractor's failure to either (i) pay taxes on amounts received pursuant to this Agreement, or (ii) comply with applicable workers' compensation laws, or (both (i) and (ii)), or any combination thereof.

7.3. The obligations of Contractors under this Section 7 will not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to GCSD, its officers, agents, employees and volunteers.

7.4. GCSD does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by GCSD, or the deposit with GCSD, of any insurance policy or certificate required pursuant to this Agreement. Contractor's obligations to defend, hold harmless, and indemnify GCSD will apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

7.5. GCSD agrees to hold Contractor harmless from all claims against Contractor relating to this Agreement resulting from the gross negligence or intentionally wrongful acts of GCSD.

8. INSURANCE

8.1. Contractor will not commence the Work until all insurance required pursuant to this Agreement is obtained at Contractor's own expense. Contractor shall furnish certification of insurance within five (5) days after this Agreement is executed and prior to issuance of the Notice to Proceed. Such insurance must have the approval of GCSD as to limit, form and amount. During the term of this Agreement, Contractor shall carry, maintain, and keep in full force and effect insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Contractor's performance of the Work or this Agreement (or both). Such insurance shall be of the types and in the amounts as set forth below:

8.1.1. The Contractor shall maintain Commercial General Liability Insurance on an occurrence basis including Bodily Injury & Property Damage Coverage, Premises Coverage, Products & Completed Operations Coverage, Contractual Liability Coverage and Independent Contractors Liability Coverage with limits not less than the following:

\$2,000,000 General Aggregate

\$1,000,000 Products & Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal & Advertising Injury
\$100,000 Damage to Premises Rented to You

8.1.2. Contractor shall maintain Umbrella/Excess Liability insurance on an occurrence basis in excess of the underlying insurance described above which is at least as broad as each and every one of the underlying policies. Umbrella limits may be used to satisfy limit requirements as long as the total amount of insurance is not less than the limits specified in this Agreement.

\$5,000,000 Each Claim
\$5,000,000 General Aggregate
\$5,000,000 Products & Completed Operations Aggregate

8.1.3. Contractor shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than:

\$1,000,000 Bodily Injury by Accident, Each Accident
\$1,000,000 Bodily Injury by Disease, Policy Limit
\$1,000,000 Bodily Injury by Disease, Each Employee

8.1.4. Contractor shall maintain Business Auto Insurance for all scheduled vehicles by the Contractor with a minimum liability limit of not less than \$1,000,000 per accident (combined single limit).

8.2. Contractor shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

8.3. The policy or policies required by this Agreement shall be issued by an admitted insurer or an approved insurer with the Surplus Line Association in the State of California and with a rating of at least A:VII in the latest edition of AM Best's Insurance Guide.

8.4. Contractor agrees that if it does not keep the aforesaid insurance in full force and effect, GCSD may immediately terminate this Agreement.

8.5. At all times during the term of this Agreement, Contractor shall maintain on file with GCSD a certificate or certificates of insurance showing that the aforesaid policies are in effect in the required amounts and naming GCSD and its officers, employees, agents and volunteers as additional insureds. Contractor shall, prior to commencement of work under this Agreement, file with GCSD such certificate(s).

8.6. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least ten (10) days prior to the expiration of the coverages.

8.7. The general liability and automobile policies of insurance required by this Agreement shall contain an endorsement naming GCSD and its officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled except on thirty days' prior written notice to GCSD. Contractor agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "*endeavor*" with regard to any notice provisions.

8.8. The insurance provided by Contractor shall be primary to any coverage available to GCSD. Any insurance or self-insurance maintained by GCSD and/or its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

8.9. All insurance coverage provided pursuant to this Agreement shall not prohibit Contractor, and Contractor's employees or subcontractors, from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against GCSD.

8.10. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duties to indemnify, hold harmless and defend set forth in this Agreement.

9. NOTICES

Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during Contractor's and GCSD's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to GCSD:

Peter J. Kampa
18966 Ferretti Road
Groveland, CA 95321
(209) 962-7161

If to Crook Logging, Inc.

Shaun L. Crook
P.O. Box 239
Groveland, CA 95321
(209)962-7716

10. SURVIVING COVENANTS

The parties agree that the covenants contained in Section 7 shall survive the expiration or termination of this Agreement.

11. DEFAULT AND TERMINATION

11.1 Contractor shall be liable for any and all loss and damages sustained by GCSD as a result of delays resulting from any breach of this Agreement by Contractor.

11.2 All of the following shall constitute events of default, which is not an exclusive list:

11.2.1 Contractor's failure to perform in full or in material part any or all of its obligations under this Agreement.

11.2.2 Contractor's refusal or neglect to supply a sufficient number of properly skilled employees or a sufficient quantity of materials of proper quality to complete or perform the Work, as per the Schedule of Work and as required by this Agreement.

11.2.3 Defective Work that is not remedied by Contractor.

11.2.4 The filing against Contractor of an involuntary petition seeking to declare Contractor a debtor under the Bankruptcy Code if such involuntary petition is not dismissed within thirty (30) days after filing, or the granting of an order of relief against Contractor by the Bankruptcy Court, the commission of any act of insolvency, or making of an assignment for benefit of creditors without GCSD's consent, or if for any cause a receiver shall be appointed for Contractor or Contractor's assets or interests under this Agreement.

11.2.5 Claims or liens or stop notices filed in connection with the Work or reasonable evidence indicating probable filing of a claim, lien, or stop notice, or if an attachment or execution or other writ or process shall be levied against any of Contractor's property and remain unsatisfied or undischarged for a period of more than five (5) days.

11.2.6 Contractor's failure to promptly pay any subcontractor.

11.2.7 Any act or omission by Contractor that would provide a basis for any claim by GCSD against Contractor under applicable law, whether for damages or other legal remedy.

11.3 In addition to any other remedy provided in this Agreement, upon the occurrence of any event of default, GCSD may, upon twenty-four (24) hours' notice to Contractor, without liability therefor and without prejudice to any other right or remedy: (i) provide itself, or through others, all or any portion of any labor, materials, equipment and other things, including any overtime Work, and do any other things which Contractor is failing to provide or to do in accordance with its obligations hereunder, and all costs and expenses incurred by GCSD in so doing shall be an indebtedness owed from Contractor to GCSD; (ii) terminate the services of Contractor hereunder and take possession of the site of the Work and all of the materials, tools, appliances and other property (including such as may belong to Contractor) thereon, and take over and finish the Work by whatever method GCSD may deem expedient for the account and at the expense of Contractor, and Contractor agrees in such event to pay GCSD on

demand any and all costs and expenses, including compensation for additional managerial and administrative services incurred by GCSD in so doing; or (iii) whether or not GCSD exercises its rights under (i) and (ii) above, withhold any further payment of any kind whatsoever becoming due to Contractor under this Agreement until the situation has been wholly remedied (or, if GCSD shall exercise its rights of termination under (ii) above, until the Work has been Completed), at which time there shall be due to Contractor only the balance of any sum withheld which remains after deducting all sums payable, and a reasonable reserve for any sums which may become payable to GCSD, or on account of subsequently discovered facts, nullify, all or part of any payment owing or paid under Section 5 of this Agreement, to the extent necessary to protect GCSD from loss, including costs and reasonable attorneys' fees.

11.4 Should GCSD terminate this Agreement due to the default of Contractor, Contractor shall owe as a debt to GCSD all money damages sustained by GCSD, including without limitation the following:

- Any increased costs or fees required to perform the Work.
- Any delay damages, including increased bank penalties or interest and all other financial damage, caused by delay in completion of Work due to replacement of Contractor.
- All other costs and damages sustained by GCSD due to any default of Contractor.

11.5 If GCSD, in its subjective good faith judgment, determines that the Work has been improperly performed, has caused delay, or has caused damages to other work performed by others, and if Contractor refuses or for any reason is unable to correct or pay for the improper Work, damage, or cost of delay, GCSD may correct or pay for the correction of the improper Work, damages, or cost of delay and charge the costs to Contractor, which costs may be deducted from any monies owed by GCSD to Contractor.

11.6 GCSD may terminate this Agreement at any time without cause by notice to Contractor. If this Agreement is terminated without cause, Contractor shall be entitled only to one (1) payment for Work completed. Payment pursuant to this Section shall be in full satisfaction of Contractor's right of compensation pursuant to this Agreement. It is agreed that Contractor shall not have any claim and shall not be entitled to recover monetary damages for lost or anticipated profits for remaining Work or for lost or anticipated profits based in any way on forgoing or not seeking, bidding or entering into other contracts or projects in reliance upon the Work under this Agreement.

12. GENERAL PROVISIONS

12.1. Contractor shall not delegate, transfer, or assign its duties or rights hereunder, either in whole or in part, without GCSD's prior written consent, and any attempt to do so shall be void and of no effect. GCSD shall not be obligated or liable under this Agreement to any party other than Contractor.

12.2. During the performance of this Contract, Contractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining or other agreement.

12.3. The captions and headings (collectively "**Headings**") in this Agreement are intended to be descriptive only and for convenience in reference in this Agreement. Should there be any conflict between the Heading and the specific content of a section or paragraph, the specific content of the section and paragraph shall control and govern in the construction and interpretation of this Agreement. Masculine or feminine pronouns shall be substituted for the neuter form and vice versa, and the plural shall be substituted for the singular form and vice versa, in any place or places herein in which the context requires such substitution(s).

12.4. The waiver by GCSD or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by GCSD or Contractor unless in writing.

12.5. Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Tuolumne County, California.

12.6. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

12.7. This Agreement shall be governed and construed in accordance with the laws of the State of California.

12.8. All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire Agreement between GCSD and Contractor with respect to the transactions contemplated herein. No other prior oral or written Agreements are binding upon the parties. Amendments to this Agreement shall be effective and binding only if made in writing and executed by GCSD and Contractor.

12.9 This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Notwithstanding the foregoing, each of GCSD and Contractor shall deliver original counterparts to the other on or before FIFTEEN (15) days from the date hereof.

TO EFFECTUATE THIS Agreement, the parties have caused their duly authorized representatives to execute this Agreement on the date first written above.

GROVELAND COMMUNITY
SERVICES DISTRICT, a political
subdivision of the State of California

Crook Logging, Inc.

By: _____
Peter J. Kampa
General Manager

by: _____
Name: Shaun L. Crook
Title: Vice President

EXHIBIT "A"
SCOPE OF WORK

See Attached:

EXHIBIT "A"

Contractor Work Scope



GCSD Infrastructure Fuel Reduction Project

TERMS AND CONDITIONS FOR SERVICES:

Scope of Work:

The geographic scope of this project is on Groveland Community Services District properties located at 18966 Ferretti Rd, 11291 Big Creek Shaft Rd and 18790 Vernal Dr. Project goal is to add 119-acre shaded fuel break adjacent to the 111-acre Jones Hill Fuel Break by private contractors removing hazardous fuels, and masticating the understory. Generally, trees less than 10-inches in diameter at breast height, and brush would be removed to create a shaded fuel break condition. Residual trees will be spaced to break up the vertical and horizontal continuity of fuels. See attached maps for the locations to be treated.

The benefit of removing the understory fuels is the reduction in greenhouse gas emissions. This will allow mature trees to live through and endure a wildland fire. Mature trees process significantly more than smaller plants due to their large size and extensive root structures have a much more woody biomass to store CO₂. Native Ponderosa Pines and Black Oak within the fuel break are examples of trees especially good at absorbing and storing CO₂.

The expected outcome is to have a fuel break strategically placed in a location within a greater area of fuel breaks overall, at least in terms of protecting the Groveland community. This will assist in controlling large fires as these shaded fuel breaks in addition to removing hazardous fire fuel, provide additional access for firefighting activities, ultimately increasing initial attack success reducing the number of extended or major wildland fires. This fuel break should serve to allow firefighters to work safely in the area; to change fire direction; to drop fire to the ground; and to stop the spread of wildfire under adverse fire conditions. The width of treatment will be determined utilizing such factors as fuel loads, topography, predominant winds, values at risk and fire behavior modeling. Mitigating fire risk to the communities is a priority of the District.

WORK SPECIFICATIONS:

(a) GENERAL

1. All brush, slash and conifers within the treatment area shall be treated according to prescription of creating a shaded fuel break with a residual canopy covering of 50% or less of area to be treated.
2. The contractor shall provide for public safety when operating equipment within 200 feet of structures and open roadways. The Contractor shall be responsible for obtaining and following all safety procedures policies, laws and regulations

required by the state, county, and private roadways for the safe operation of equipment necessary to complete the contract.

3. Equipment shall be operated such that the cut or masticated material stays within the treatment unit and is not distributed on roads, structures, private property,

protected sites, improvements, telephone lines, established trails, stock driveways, fence lines, established land corners, or other improvements.

4. The contractor shall remove all cut or masticated material or debris resulting from contract operations that is distributed outside of treatment unit or on roads, structures, private property, protected sites, improvements, telephone lines, established trails, stock driveways, fence lines, established land corners or other improvements.
5. All residue from operations shall be arranged so that it does not exceed 8 inches in height above the ground.
6. Drainage structures will be kept clear of cut material from operations.
7. Riparian vegetation shall not be cut or damaged.
8. Openings larger than 35 feet in diameter shall not be created. Leave best specimen brush or tree. Preference shall be given to pine, black oak, live oak, incense cedar, buck brush, manzanita in that order.

(b) BRUSH TREATMENT – HAND CUTTING

1. Cut all brush. Create no openings larger than 35 feet x 35 feet spacing.
2. Minimum treatable brush size is 12 inches in height.

(c) CONIFER AND OAK TREE TREATMENT – HAND CUTTING

1. Cut all live trees except leave trees that are less than 10 inches DBH. Where canopy is made up of trees smaller than 10 inches DBH, create no openings larger than 35 feet x 35 feet. Remove dead and dying trees as per specification (g).
2. Conifer/oak seedlings less than 12 inches in height may be left.

(d) SLASH TREATMENT- HAND CUTTING

1. All slash less than 3 inches in diameter created by contractor's operations will be piled in locations where future burning will not scorch adjacent trees and where burned material will not roll due to the steepness of the slope. Where slopes will prevent piling for future burning, cut material will be moved to the road edge and piled in wind rows for later chipping.
2. Piles will not exceed 6 feet in height nor 9 feet at the base. Slash will be compacted and tightly arranged in the piles to prevent movement by wind or snow
3. Limbs and tree boles larger than 3 inches in diameter will be cut into 16 inch lengths and stacked so that the rounds will not roll due to slope steepness

(e) BRUSH TREATMENT - MASTICATION

1. All brush within the designated units shall be shredded (or removed as biomass) EXCEPT brush growing so close to adjacent leave trees that attempted brush

removal would cause damage to the leave tree (generally 12 inches or closer to the bole of residual tree).

2. Minimum treatable brush size is 12 inches tall.
3. (3) All residue from shredding (or biomass removal) operations shall be arranged so that it does not exceed 8 inches in height above ground in any area larger than 400 sq. ft. Overall depth of shredded material shall not average more than 6 inches in height measured from ground level. Stump heights will not exceed 4 inches.

(f) CONIFER AND OAK TREE SLASH TREATMENT - MASTICATION

1. Shred all live trees less than 10 inches DBH. Create no openings larger than 35 foot x 35 foot spacing.
2. Minimum cut tree size is 12 inches tall.
3. Residual heights for brush and other woody slash shall meet same specifications contained in section (b) (3). Severed tree tops are slash under this clause.
4. Adjustments may occur if work poses a safety hazard.

(g) DEAD TREE/LOG REMOVAL

1. Fell dead trees, remove dead tree boles including snow breakage and windfall to an 8 inch small end diameter. Stumps will be left in place.
2. Tops and limbs of dead trees smaller than 8 inch diameter may be removed, piled for later burning, masticated or chipped.

(h) PRUNING – WITHIN 50’ OF GCSD BOUNDARY

1. All pruning cuts will be outside of the branch collar and the bole limbed to a 12 foot height.
2. Slash generated from pruning shall either be masticated or lopped and scattered to meet slash height requirements. Within areas to be hand thinned, pruning slash will be either chipped or placed within hand piles for later burning.

(i) OPERATIONS

1. Contractor shall limit treatment operations to the hours of between 7:00 am and 4:30 pm. Servicing and maintenance of equipment is excluded from this limitation.

(j) PROTECTION OF IMPROVEMENTS

1. Protection of Improvements. Contractor shall protect roads and other improvements, such as trails, telephone lines, ditches, and fences, existing in the operating area and determined to have a continuing need or use. Contractor shall make timely restoration of any such improvements damaged by Contractors operations.

(k) **PROTECTION OF RESOURCES.**

1. Protection of Residual Trees. Contractor's operations shall not damage leave trees. Damage of more than 2% of residual trees within any given acre will be excessive and a penalty of \$200 per tree may be imposed.

Cultural Resources Scoping Summary GCSD Infrastructure Fuel Reduction project

The Groveland Community Services District will identify the project area by flagging boundaries, including archeological sites and water courses. GCSD will have project leads to coordinate operations with the contractor. Supervision of contractor onsite during the contract will ensure contractor time, work productions, and validate acres treated.

To protect integrity of existing resources the following procedures should be followed:

1. All worksite boundaries shall be flagged and visible prior to operations.
2. All work within 100 feet of site boundaries shall be done to ensure material does not enter site boundaries.
3. Ground disturbing equipment shall be excluded from sites.
4. Roads and railroad grades currently in use may be used. No ground disturbing activities including grading or excavation shall occur.
5. Existing breaches may be used but no new crossings shall be installed.
6. Hand work and non-ground disturbing activities may occur with site boundaries. No artifacts may be moved or disturbed. These include trash, loose metal and ceramics.

Biological Concerns:

The mitigation, minimization, and/or avoidance measures are included in attachment one (1) to ensure that impacts to common and special status species and sensitive habitats will not occur. The contractor is responsible for implementing all measures. Where tree preservation / retention measures may conflict, the more restrictive measure shall apply.

Biology Note:

For this project, the emphasis should be on preserving blue oaks and valley oaks with the largest live oaks also considered for protection.

CULTURAL RESOURCES:

1. Prior to Project implementation, the boundaries of each documented cultural resource in the project area shall be flagged by GCSD consultants and fuels reduction activities within those site boundaries shall be limited. Although many of the sites have yet to be fully evaluated for NRHP/CRHR listing eligibility, given the wealth of archival data that exists concerning past activities (especially early mining) in Groveland, the current condition of the resources, and the limited development that has occurred, many of them may retain the integrity, associations, and/or data potential that could render them NRHP/CRHR eligible. Consequently, any fuels reduction activities within or immediately adjacent to these sites that could result in disturbances to the ground surface or visible features shall be restricted. For example, the use of mechanical equipment such as

heavy tracked masticators shall be restricted from areas within known sites.

2. In the event that presently undocumented buried archaeological deposits are encountered during Project-associated construction activities, work shall cease within a 50-ft. radius of the discovery. A qualified archaeologist shall be retained to document the discovery, assess its significance, and recommend treatment.

3. If human remains or any associated funerary artifacts are discovered during construction, all work must cease within the immediate vicinity of the discovery. In accordance with the California Health and Safety Code (Section 7050.5), the Tuolumne County Sheriff/Coroner must be contacted immediately. If the Coroner determines the remains to be of Native American origin, the Coroner will notify the Native American Heritage Commission, which will in turn appoint a Most Likely Descendent (MLD) to act as a tribal representative. The MLD will work with the project proponent/applicant and a qualified archaeologist to determine the proper treatment of the human remains and any associated funerary objects. Construction activities will not resume until either the remains are exhumed, or the remains are avoided via project construction design change.

WATER QUALITY:

Ensure that no soils are left bare that will erode during heavy rains. An erosion control plan should be provided by the contractor that protects all drainages and ponds from runoff.

Table 1: Biological Mitigation, Minimization & Avoidance Measures

Avoidance Measure BIO-1 Environmentally Sensitive Area (ESA) Fencing:

Prior to commencing clearing, wetland areas identified herein (Drainage A and Creek) shall be identified with ESA fencing to ensure protection of potential sensitive plant habitat and wetlands. Fencing shall remain until all fuel reduction activities are completed. (See also flagging requirements for some native oaks).

Avoidance Measure BIO-2: Preconstruction Surveys Western Pond Turtle

Within the area 300 feet surrounding the WWTP Pond and within 48 hours of commencing site disturbances, the GCSD, or its representative, shall have a qualified biologist survey for and, if present, relocate any non-nesting western pond turtles from the project site's potential area of disturbance. If found on site in locations where harm to the turtle may occur from project activities, the turtle first will be given the opportunity to leave the site voluntarily if the turtle actively is in the process of attempting to leave the site and is likely to successfully do so within the hour in the opinion of the qualified biologist. Otherwise, the qualified biologist will relocate the turtle to the wastewater pond. Up to three non-nesting western pond turtles may be relocated pursuant to this measure. Relocations will be reported to CDFW. [California Code of Regulations, Title 14, Division 1, Chapter 5, Subsection 40(b)]¹.

Avoidance Measure BIO-3: Preconstruction Surveys Birds (Nesting)

Prior to construction occurring between February 1st and August 30th (e.g., excavation, ground disturbance, or vegetation removal) a preconstruction survey for nesting birds will be conducted in accordance with the CDFW guidelines and a no-disturbance buffer will be established, if necessary.

If equipment staging, site preparation, vegetation removal, grading, excavation or other project-related construction activities are scheduled during the avian nesting season (generally February 1 through August 30), a focused survey for active nests would be conducted by a qualified biologist within 15 days prior to the beginning of project-related activities. Surveys shall be conducted in all suitable habitat in the BSA.

If an active nest is found, the bird shall be identified to species and the approximate distance from the closest work site to the nest estimated. No additional measures need be implemented if active nests are more than the following distances from the nearest work site: (a) 300± feet for raptors; or (b) 75± feet for other non-special-status bird species. Disturbance of active nests shall be avoided to the extent possible until it is determined that nesting is complete and the young have fledged. For species protected under the California Fish and Game Code (CFG), if active nests are closer than those distances to the nearest work site and

¹ Pursuant to California Fish and Game Code Title 14, Subsection 40(b) the capture, temporary collection, or temporary possession of native amphibians done to avoid mortality or injury in connection with lawful activities is permitted and such live capture and release of native amphibians done to avoid death or injury may occur with the permission of the CDFW. Because WPTs are not listed species pursuant to the state or federal endangered species act, neither an incidental take permit nor consultation beyond securing permission from CDFW to capture and release the individuals, is required.

Table 1: Biological Mitigation, Minimization & Avoidance Measures

there is the potential for bird disturbance, CDFW will be contacted for approval to work within 300± feet of raptors, or 75± feet of other non-special-status bird species.

Avoidance Measure BIO-4 Preconstruction Bat Surveys:

Prior to construction occurring between May 1 and August 15th of the construction year, a preconstruction survey shall occur within 48 hours of construction activities to determine if Hoary bats have established maternal roosts within the clearing areas. No work shall occur during this window if maternal bat roosts are identified. Work may resume after bats are able to leave the roost.

Avoidance Measure BIO-5: Construction Hours

Construction hours shall be limited to starting ½ hour after sunrise and ending ½ hour before sunset.

Avoidance Measure BIO-6: Trash

All food and food-related trash will be enclosed in sealed trash containers at the end of each workday and removed completely from the construction site every day to avoid attracting wildlife.

Avoidance Measure BIO-7: Native Oak Tree Protection

Prior to commencing construction, the following native oaks shall be flagged for preservation:

- Healthy native oak trees (excluding Black oaks, *Quercus kelloggii*) greater than 24" diameter at breast height (DBH).
- Healthy Valley oaks (*Quercus lobata*) 12" or greater diameter at breast height (DBH)
- Clusters of healthy blue oaks (*Quercus douglasii*) located in the northern (blue oak/foothill pine) clearing area – see **Figure 8**.

Healthy oaks are considered those where more than ¾ of the tree retains green leaves.

Trees shall be retained and protected as follows:

- Limit ground-disturbing activities to outside the dripline of these oaks and preferably outside 1-1/2 times the dripline;
- No storage of equipment, supplies, vehicles, debris, construction wastewater, paint, stucco, concrete, or any other clean-up waste, and temporary or permanent structures shall be placed within the driplines;
- Avoid equipment damage to limbs, trunks, and roots of oaks trees
- Do not attach signs, ropes, cables, or other items to trees

Table 1: Biological Mitigation, Minimization & Avoidance Measures

- Masticators should not be used within the driplines of protected trees. Any vegetation management required near protected trees shall be by hand.
- Where oaks trees are to be retained, trimming shall occur using a chain saw (i.e., shall not be accomplished by ripping branches from the tree using heavy machinery)

Avoidance Measure BIO-8: Best Management Practices (BMPs) to Protect Water Quality (Including NOI/NPDES/SWPPP)

- Where and if bare ground will be exposed in conjunction with vegetation removal, the Contractor shall prepare an Erosion Control Plan for GCSO review and approval to address soil erosion within those areas. All soils disturbed by grading shall be reseeded or hydromulched or otherwise stabilized 48 hours in advance of a rain event. A likely rain/precipitation event is any weather pattern that is forecasted to have a 30% or greater chance of producing precipitation in the project area. The discharger shall obtain likely precipitation forecast information from the National Weather Service Forecast Office (e.g., by entering the zip code of the project's location at <https://www.weather.gov/forecastmaps>). A qualifying rain event is one that produces 0.5 inch or more of precipitation within a 48 hour or greater period between rain events. Emergency erosion control measures shall be used as reasonably requested by the SPWC.
- If necessary, submit to the State Water Resources Control Board Storm Water Permitting Unit, a Notice of Intent (NOI) to obtain coverage under the General Construction Activity Storm Water Permit - California's National Pollution Discharge Elimination System (NPDES) general permit for construction related storm water discharges for the disturbance of one acre or more. Disturbances of less than one acre may also require an NOI for coverage under the NPDES General Permit for construction-related storm water discharge and the State Water Resources Control Board Permitting Unit shall be contacted for determination of permit requirements. Commercial and Industrial developments may require an NOI even if less than one acre is to be disturbed. Obtain coverage or an exemption from these requirements. [Federal Water Pollution Control Act, Section 401, California Clean Water Act]. The permit may include preparation of a Stormwater Pollution Prevention Plan (SWPPP).

Avoidance Measure BIO-9: Minimize the Spread of Invasive Plant Species

Throughout project construction:

Table 1: Biological Mitigation, Minimization & Avoidance Measures

- All hay, straw, hay bales, straw bales, seed, mulch, or other material used for erosion control on the project site shall be free of noxious weed² seeds and propagules (Food and Agriculture Code Sections 6305, 6341 and 6461).
- All equipment brought to the project site shall be thoroughly cleaned of all dirt and vegetation prior to entering the site to prevent importing noxious weeds and shall be cleaned of all dirt and vegetation prior to exiting the site to prevent exporting noxious weeds. (Food and Agriculture Code Section 5401).
- All material brought to the site, including rock, gravel, road base, sand, and topsoil, shall be free of noxious weeds³ and propagules. (Food and Agriculture Code Sections 6305, 6341 and 6461).

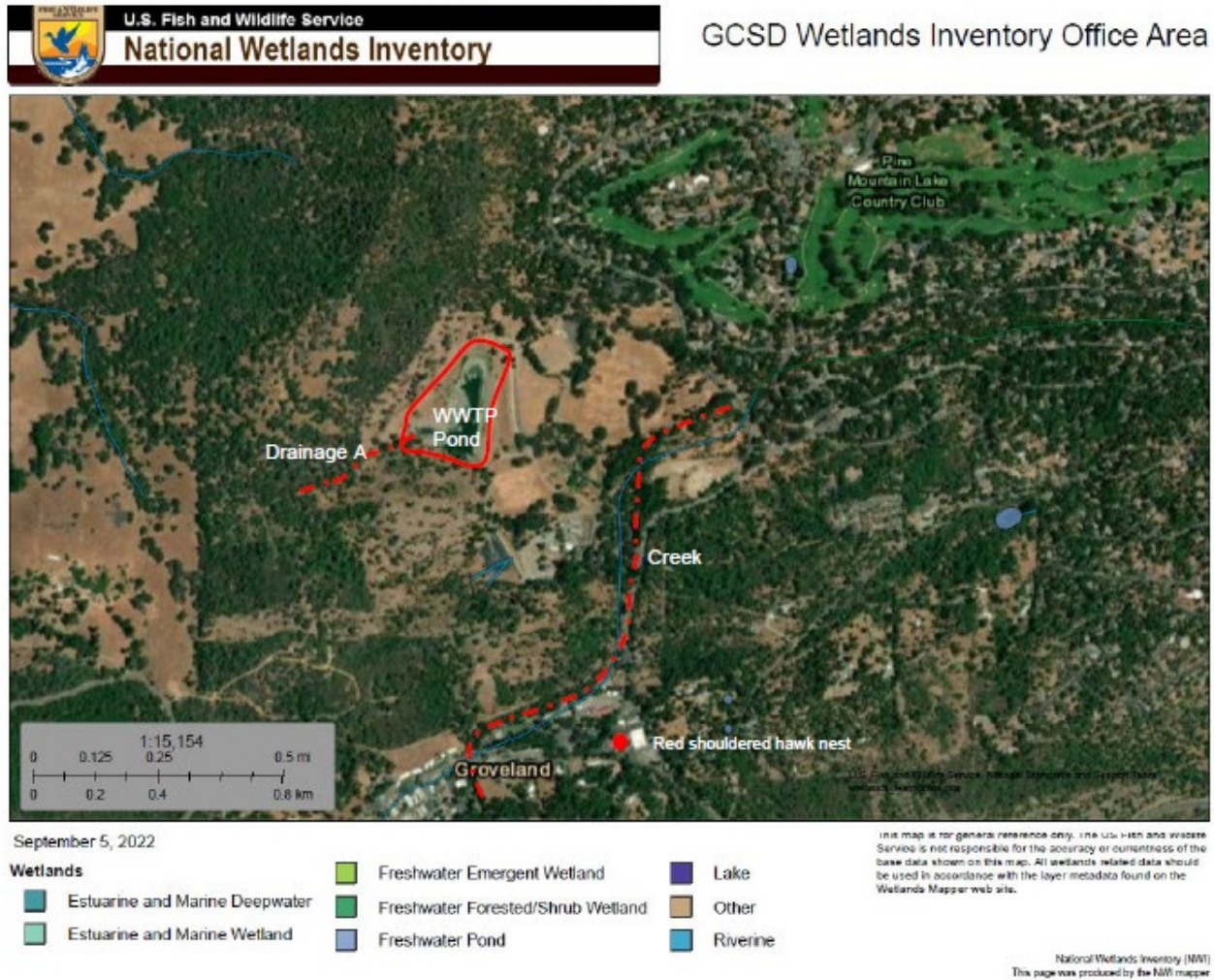
Avoidance Measure BIO-10: Environmental Awareness Training

All contractors involved in site development, affected GCSD personnel, applicable agency staff and environmental specialists (e.g., biologist) will attend a mandatory Environmental Awareness Training prior to any site disturbances. The program will address proper implementation of minimization and avoidance measures contained herein.

² Noxious weeds are as defined in Title 3, Division 4, Chapter 6, Section 4500 of the California Code of Regulations and the California Quarantine Policy – Weeds (Food and Agriculture Code, Sections 6305, 6341, and 6461).

³ Ibid.

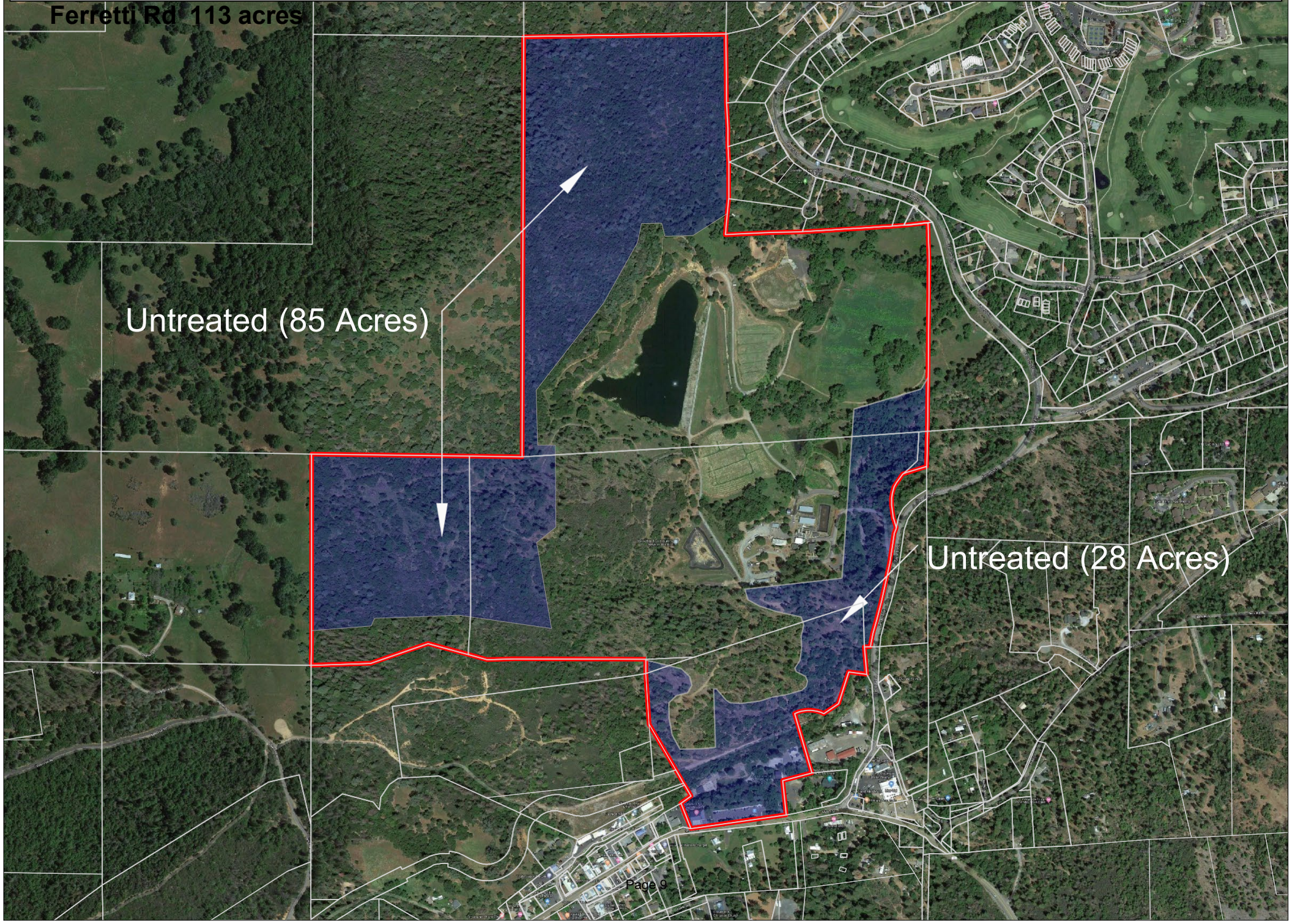
Figure 13: Potential Special Status Species Habitat to be avoided (red)



Ferretti Rd 113 acres

Untreated (85 Acres)

Untreated (28 Acres)



11291 BIG CREEK Shaft Rd

GCSD Infrastructure Fuel
Reduction 20-FP-TCU-
0105

1 & 2 4.49 acres



EXHIBIT "B"
APPROVED FEE SCHEDULE

The total compensation under this contract will not exceed:

- The sum of TWO THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$2,525) per acre treated based upon the contractor's proposal.

EXHIBIT "C"
SCHEDULE OF WORK

1. The term of this Agreement will commence on December 13, 2022 and will expire on _____,2023, unless terminated sooner in accordance with Section 11 of this Agreement. Nothing in this Agreement requires GCSD to renew or extend this Agreement.
2. Contractor shall limit treatment operations to hours of between 8:00am and 6:00pm. Servicing and maintenance of equipment is excluded from this limitation.