

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

8CA04542

PURCHASING AUTHORITY NUMBER (if applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Forestry and Fire Protection

CONTRACTOR NAME

County of Nevada

2. The term of this Agreement is:

START DATE

Upon Approval

THROUGH END DATE

December 31, 2020

3. The maximum amount of this Agreement is:

\$1,000,000.00

One Million Dollars and 00/100 Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	2
Attachment 1	Detailed Scope of Work	4
Attachment 2	Site Map	1
Attachment 3	List of Equipment	1
Attachment 4	Fire Prevention Plan	2
Attachment 5	Shaded Fuel Break Prescription	2
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C*	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	1
Exhibit E	Additional Provisions	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Nevada

CONTRACTOR BUSINESS ADDRESS

10014 N Bloomfield Road

CITY

Nevada City

STATE

CA

ZIP

95959

PRINTED NAME OF PERSON SIGNING

Steve Monaghan

TITLE

Chief Information Officer

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STANDARD AGREEMENT

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER

8CA04542

PURCHASING AUTHORITY NUMBER (if applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Forestry and Fire Protection

CONTRACTING AGENCY ADDRESS

P.O. Box 944246

CITY

Sacramento

STATE

CA

ZIP

94244

PRINTED NAME OF PERSON SIGNING

Helge Eng

TITLE

Deputy Director, Resource Management

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

Executive Order N-05-19

**EXHIBIT A
(Scope of Work)**

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Forestry and Fire Protection (CAL FIRE) fuel reduction services as described herein:

Contractor shall provide all materials, labor, equipment, tools, permits, taxes and fees to Exhibit A, Attachment 1, Detailed Scope of Work, in order to meet Executive Order N-05-19 by implementing emergency fuel reduction projects to reduce fuel loading and wildfire potential to protect lives, homes, and other critical infrastructure. Activities Include shaded fuel break construction, understory thinning, mastication, piling and chipping and/or burning of piles if conditions allow.

CAL FIRE and the County of Nevada upon mutual agreement have the right to extend this agreement for one (1) year by amendment at the same terms, conditions and costs specified in Exhibit B.

2. The services shall be performed at the Project Site to implement and complete the emergency fuel reduction projects as detailed in Exhibit A, Attachment 2, Site Map. It is anticipated that the Ponderosa West Defense Zone Project will be approximately 1,200 acres upon completion. This contract is expected to treat up to 300 acres of the project area.
3. The services shall at a minimum be provided during regular business hours 8:00 a.m. to 5:00 p.m., Monday through Friday. If determined necessary by CAL FIRE and to ensure successful project completion, work on weekends or designated State holidays may be required and will be authorized only by written permission from CAL FIRE. Actual work schedule and service frequency shall be coordinated by the CAL FIRE Project Representative.
4. CAL FIRE hereby warrants that Pursuant to Governor Gavin Newsom's March 22, 2019, Proclamation of a State Emergency due to a vast tree die-off throughout the state, which increased the risk of wildfire, the provisions of Division 13 (commencing with section 21000) of the Public Resource Code are suspended for this fuel reduction project Agreement.
5. The Parties understand and agree that Contractor has the right to transfer, subcontract, or assign the rights, responsibilities, duties and services to be performed under this Agreement without the prior approval of CAL FIRE. Nothing contained in this Agreement or otherwise shall create any contractual relationship between CAL FIRE and any transferee, subcontractor, or assign, nor relieve Contractor of its responsibilities and obligations hereunder. The Contractor's obligation to pay its transferee, subcontractors, or assigns is an independent obligation from the State's obligation to make payments to Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any transferee, subcontractor, or assign. Contractor shall cause and require each transferee, subcontractor, or assign to comply with all insurance provisions applicable to Contractor under this Agreement. This provision shall prevail over any inconsistent or contrary provision in this Agreement.

EXHIBIT A
(Scope of Work)

6. The Project Representatives during the term of this agreement will be:

State Agency: Dept. Forestry and Fire Protection	Contractor: County of Nevada
Name: Steve Garcia	Name: Steve Monaghan
Phone: 530-277-2306	Phone: 530-265-1515
Fax: 530-823-9201	Fax: 530-265-7112
Email: steve.garcia@fire.ca.gov	Email: steve.monaghan@co.nevada.ca.us

Direct all inquiries to:

State Agency: Dept. Forestry and Fire Protection	Contractor: County of Nevada
Section/Unit: Business Services – Acquisition Unit	Section/Unit:
Attention: Long Ho	Attention: Steve Monaghan
Address: P.O. Box 944246 Sacramento, CA 94244-2460	Address: 10014 N Bloomfield Road Nevada City, CA 95959
Phone: 916-323-4618	Phone: 530-265-1515
Fax: 916-323-1888	Fax: 530-265-7112
Email: long.ho@fire.ca.gov	Email: steve.monaghan@co.nevada.ca.us

**EXHIBIT A, Attachment 1
(Detailed Scope of Work)**

DETAILED SCOPE OF WORK

Project Description:

Fire history demonstrates that fires in this vicinity grew rapidly and became large. Rapid residential development coupled with decades of vegetation growth has created a high-risk wildfire environment. The resulting wildland-urban interface condition requires immediate action to reduce the potential for future fires from endangering lives and property.

To diminish the risk and/or rate of fire spread, specific techniques are used suitable to the material being treated (e.g., mowing, prescribed grazing, pruning, vegetation removal, chipping, prescribed burning, and masticating). Treatments focus on removing dead, diseased, dying, decadent, or dense trees and chaparral species. When healthy small trees and chaparral species are removed, the focus is on spacing that will help prevent the fire from spreading from canopy to canopy. Large diameter trees and chaparral plants with unique structural features and located in the shaded fuel break may be retained to support and promote wildlife species and habitat. Generally, all downed dead trees and shrubs are removed if they are solid (not rotten) and are not yet embedded into the ground. Downed trees and chaparral that are embedded into soil and which cannot be removed without soil disturbance are left in place. Chipping and masticating of dead material are often used as an alternative to removal. The project will reduce tree and fuel density to provide a structure with reduced surface, ladder, and crown fuel loading, and promote a healthier ecosystem similar to those consistent with frequent low- to mixed- intensity fire regimes. Soils, site factors, and timing of application must be suitable for any ground-based equipment utilized for fuel reduction to avoid excessive compaction, rutting, or damage to the soil surface layer.

The Ponderosa West Defense Zone Project site is located just below Rough and Ready Highway and above McCourtney Road. This project will offer vital protection to the densely populated communities of Lake Wildwood, Penn Valley and Rough and Ready to the west, as well as the highly developed City of Grass Valley to the east and surrounding areas.

This priority project includes treatment acres totaling up to 300 acres. Best efforts will be utilized to treat all 300 acres of the 1200+ acre project zone. The Parties understand and agree that the actual area ultimately treated under this Agreement may be less than 300 acres, and will be dependent upon Contractor securing the written Right of Entry and authorization of the property owners located within the project area in order to enter and access the respective parcels to complete the fuel reduction services within the prescribed term of this Agreement. Specific treatments under this project will include hand and mechanical thinning, with a combination of hand and machine piling. Prescriptions inclusive of pile burn will only be offered on a phased basis when and if conditions allow.

Treatment methods and equipment that will be used:

This 300-acre project primarily includes pile and chipping treatment. Pile and burn, mastication (heavy equipment), and other combinations of these prescriptions are inclusive and will be prescribed with the recommendation of a qualified Registered Professional Forester's and landowners' permissions.

Live and dead vegetative fuels will be treated to eliminate ladder fuels, decrease horizontal and vertical continuity of flammable vegetation, decrease flammability, and accelerate decomposition. The target post-treatment is consistent of the shaded fuel break prescription, Exhibit A, Attachment 5, and shall be utilized unless:

- (1) A tree of any size is a direct threat to personal safety or infrastructure, or
- (2) A Registered Professional Forester (RPF) determines that an alternative standard better meets management objectives or improves the health of the forest stand.

**EXHIBIT A, Attachment 1
(Detailed Scope of Work)**

(3) Is identified prior to cutting by an RPF or supervised designee.

The goal is to retain wildlife trees, snags and/or large woody debris identified by a Biologist and RPF or supervised designee as important elements of value to wildlife; at least one element per acre averaged across the treatment unit.

General Instructions

Prior to beginning this project, the Contractor will meet with CAL FIRE staff, Project Representative or designee, and discuss project implementation, special protection measures and any potential operational constraints regarding the conduct of this contract that may impact project completion; including but not limited to, planned start date, special protection measures, operational constraints, operating schedule and order of project completion. All of the above identified operational conditions and criteria shall be documented in a written Plan of Operation and kept in the Contractor's possession during project implementation.

Contract shall conduct reasonable and timely outreach activities for purposes of notifying each identifiable and locatable property owner within the treatment area of the fuel reduction services available under this Agreement. Contractor shall require each consenting property owner to sign a Right of Entry prior to accessing the property to perform the fuel reduction services required herein. Only those property owners within the treatment zone that have submitted Right of Entry to complete the fuel reduction services required herein will be served, and the inability to complete the fuel reduction services on parcels as a result of the refusal or non-response of property owners to authorize entry onto their property, or the inability of Contractor to locate property owners with reasonable diligence, shall not constitute a breach of this Agreement.

Once a Right of Entry authorization is obtained, Contractor shall arrange a site visit along with a Registered Professional Forester to document the amount of fuel reduction required in accordance with this Agreement, which shall be presented to the property owner for review, approval, and written authorization. In the event the property owner is unwilling to allow all requested fuel reduction in accordance with the Scope of Work herein, Contractor shall have the ability to work with the property owner on a decreased or modified fuel reduction plan so long as it is determined by Contractor, in consultation with the Registered Professional Forester, that the reduced or modified scope of fuel management will provide a substantial reduction in the wildfire risk on the respective parcel.

CAL FIRE will identify the project area by flagging boundaries, archaeological sites, and watercourses, and the work area will be clearly identified. CAL FIRE may also use the contractor to help with flagging boundaries, archaeological sites, and watercourses, conditioned upon Contractor's authority to lawfully access the private property within the treatment area for this purpose, to ensure the work area is clearly understood and identified.

The Contractor will supply personnel and equipment necessary to conduct the emergency fuels reduction operation. A list of the necessary equipment is listed on Exhibit A, Attachment 3, List of Equipment.

The equipment will be hired "wet" meaning the Contractor will be responsible for fuel and maintenance of the Contractor's equipment. Any damage to the Contractor's equipment is at the Contractor's expense.

A pre-designated foreman will be required to be on site at all times while the crew is working. The foreman must be available to address landowner concerns or questions as they pertain to site work.

The Contractor will ensure that toilet and garbage disposal facilities are available for crews and are used. The Contractor will take steps to prevent any unnecessary damage to adjacent timber, soil or water.

The Contractor will be responsible to preserve survey markers and will replace damaged markers at their own expense using surveyors acceptable to the landowner. The Contractor will also be responsible for any private property damaged during the project.

**EXHIBIT A, Attachment 1
(Detailed Scope of Work)**

General Prescription

1. The Ponderosa West Defense Zone priority fuel reduction project consisting of the following:
 - 300-acre shaded fuel break construction within the Ponderosa West Defense Zone.
 - Prescription participation requested will be at a minimum, an extension of the 100' zone requirements for private landowners acreage treated as pursuant of PRC 4291.
 - Except as otherwise provided herein, dead trees and live trees to be removed within the project are from 0 inches Diameter at Breast Height (DBH) to 36 inches DBH. The DBH may vary per parcel and will be determined by Registered Professional Forester and landowner permissions.
2. Slash Treatment: dead and down material up to 10 inches in diameter will be treated through chipping or pile and burn efforts.
3. The limbs of dead and down trees greater than 12 inches in diameter will be treated and the remaining trunk will be left in place unless several trees have created a piled concentration. In this case, the remaining tree trunks will be separated by at least 10 feet from any other logs and left on site.
4. All vegetation stumps will be cut no higher than 6 inches above the ground. All cuts will be a flat or parallel cut to the ground.
5. Standing dead trees with red needles still attached shall be felled and treated using the dead and down prescription as required in Items 2 and 3 above.
6. Snags that pose a hazard to crews working in the area will be felled.
7. Trees 3 inches and greater in DBH will be pruned (live and dead limbs) up to a height of 10 feet. Limbs will be pruned when branches are larger than a 1/2 inch in diameter (regardless of length) or greater than 2 feet in length (regardless of diameter). No pruning will be done to a height greater than 50% of total tree height. Trees < 4 feet high do not require pruning.
8. Brush will be piled and chipped (broadcast) or burned on site if prescribed and conditions allow, unless islands are predesignated or agreed to by the contract administrator or his designee.
9. Ground disturbance from machinery use shall not exceed 10% on each acre and berms, ruts and other operator caused ground disturbance will be smoothed out to original contours before leaving the immediate work area.

Contractor will make reasonable efforts to complete the Project by December 31, 2019.

Inspection and Acceptance

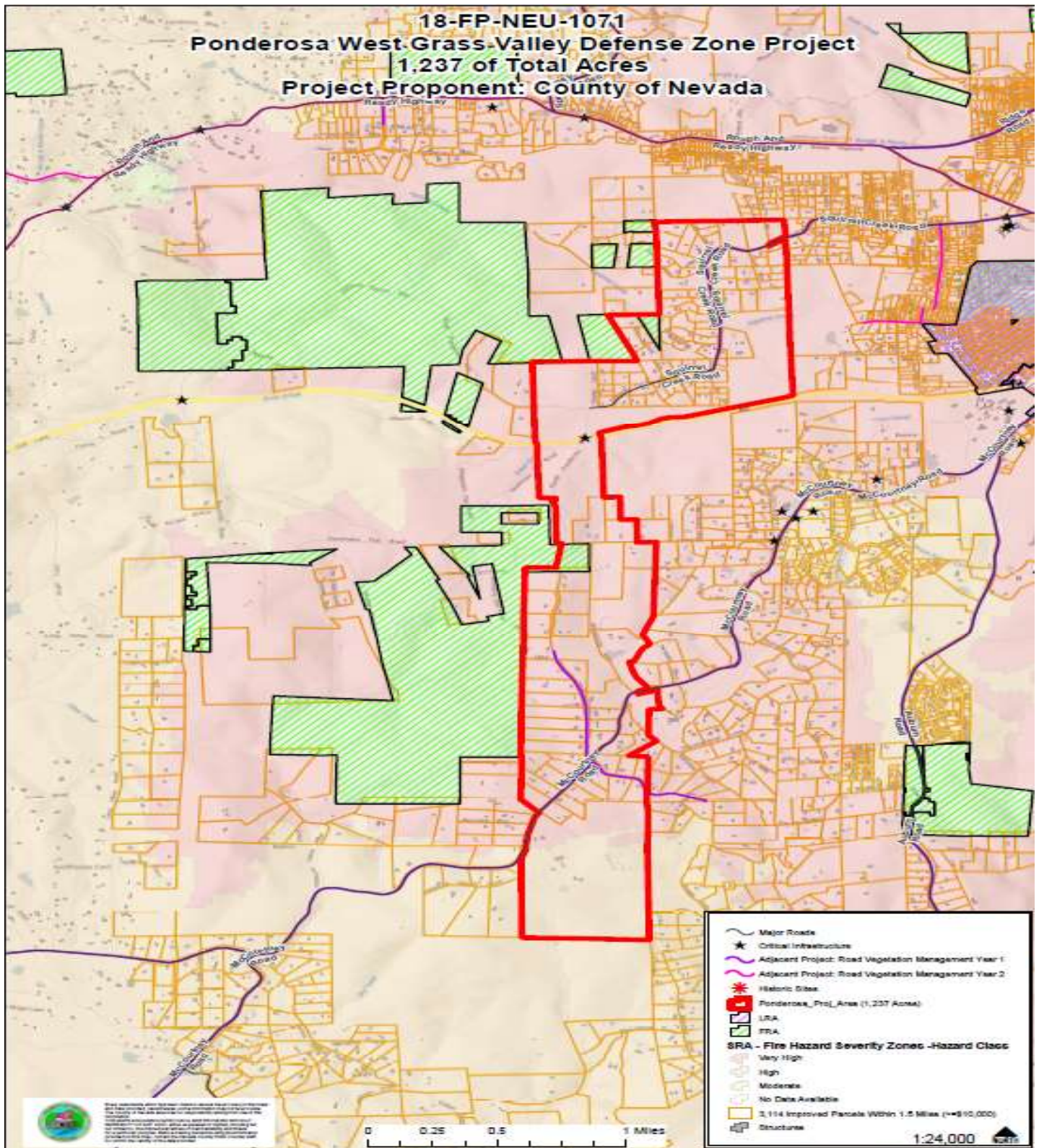
CAL FIRE will inspect the project area twice to ensure the project is meeting requirements, within sixty days (60) and five (5) days of being notified of completion. If CAL FIRE's inspection concludes that the fuels reduction does not comply with the Scope of Work herein, CAL FIRE and Contractor will meet to review the identified deficiencies and work in good faith to develop a mutually agreed upon remediation plan, as needed, to ensure Contractor's compliance with the required services within a period of not less than thirty (30), at which time CAL FIRE will re-inspect the identified deficiencies to verify satisfactory compliance.

**EXHIBIT A, Attachment 1
(Detailed Scope of Work)**

General Terms & Conditions

1. It is understood by and between the parties hereto that the Contractor is an independent contractor and not an employee of CAL FIRE, and that any person or persons employed by the Contractor to aid or assist in carrying out the work to be performed under this contract shall not be employees of CAL FIRE.
2. Any changes to the Scope of Work or the amounts due Contractor shall be mutually agreed upon in writing prior to performance of such work or furnishing of such material. Contractor shall make no claim for extra work or extra materials unless so agreed to. All work or materials furnished hereunder shall at all times be subject to the inspection and approval of CAL FIRE.
3. Failure of Contractor to proceed promptly within the required time, or to maintain an agreed upon schedule and failure of Contractor to remedy such condition within thirty (30) days' notice from CAL FIRE may constitute a default hereunder.
4. Time is of the essence because of the unique nature of the project. If in the opinion of the CAL FIRE, Contractor's performance indicates that they are unlikely to complete the project within the prescribed period, CAL FIRE shall seek assurances from Contractor that the services will be completed within the prescribed period. If such assurance are not provided, CAL FIRE reserves the right to reduce the contract size and complete the remainder of the project with other Contractors. In such case, Contractor shall be paid for services rendered up to that point.
5. Either Party may terminate this Agreement for any reason, or without cause, by giving a minimum of thirty (30) calendar days advance written notice to the other in accordance with the notice provisions. In the event of termination, Contractor shall be paid for all services provided according to the payment provisions contained herein up to the point of termination.
6. Contractor shall be excused for failure to perform the services required herein if such performance is prevented by acts of God, strikes, labor disputes, or other forces over which the Contractor has no control.
7. The failure of CAL FIRE to assert any of its rights hereunder shall not be construed as a waiver thereof.
8. This Contract constitutes the entire agreement of the Parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the Parties.

EXHIBIT A, Attachment 2
 (Site Map)



**EXHIBIT A, Attachment 3
(List of Equipment)**

Ponderosa West Defense Zone - Project Implementation "Cap" Rates									
Contractor / Rental - "Not to Exceed" Rates									
Fuels Reduction Modules	Rate	Unit	Description						
Mastication	\$ 2,500.00	Day	Machine, Operator, Mobilization (All Fuel, Supplies and Support)						
Tracked Chipper Module (Small)	\$ 1,000.00	Day	12" Machine, Operator, Mobilization (All Fuel, Supplies and Support)						
Tracked Chipper Module (Medium)	\$ 3,000.00	Day	15" Machine, Operator, Swamper, Mobilization (All Fuel, Supplies and Support)						
Tracked Chipper Module (Large)	\$ 3,500.00	Day	18" Machine, Operator, Swamper, Mobilization (All Fuel, Supplies and Support)						
Tow Behind Chipper Module	\$ 800.00	Day	Tow Vehicle, Chipper, Operator, 4-man Feeding Crew (All Fuel, Supplies and Support)						
Grinder Module	\$ 5,000.00	Day	Grinder, Excavator, Skid Steer, Operator(s), Mobilization (All Fuel, Supplies and Support)						
Biomass Hauling Module	\$ 1,000.00	Day	Truck, Loader, Operators, Mobilization (All Fuel, Supplies and Support)						
Hand Crew Module	\$ 4,000.00	Day	Ten person crew, tools, transportation (All Fuel, Supplies and Support)						
Overhead Personnel	Rate	Unit	Description						
Registered Professional Forester	\$ 130.00	Hour	Registered Professional Forester Services						
Non RPF Forestry Technician	\$ 70.00	Hour	Forestry Technician working as a Supervised Designee						
Project Coordinator	\$ 60.00	Hour	Project Coordination / Liaison between State and Private Resources						
Timber Faller	\$ 210.00	Hour	Falling of Hazardous trees of the Class B and Class C level						
Resource Specialists and Advisors	\$ 100.00	Hour	Biologists, Archaeologists, Monitors, Surveyors, Accountancy, etc..						
Resource Assistants	\$ 30.00	Hour	Assistants to Resource Specialists and Advisors						
Other Costs	Rate	Unit	Description						
Overhead Personnel Mileage	\$ 0.58	Mile	Mileage is paid for miles driven to and from the project site from office.						
Tool / Equipment, Supplies (Rental)	Varies	Each	Tools, equipment, supplies or storage logistics are reimbursed at cost plus admin.						

**EXHIBIT A, Attachment 4
(Fire Prevention Plan)**

PROJECT ACTIVITY LEVEL (PAL) - EMERGENCY PRECAUTIONS

PROJECT ACTIVITY LEVEL TABLE

Level	Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.
A	Minimum required by the California Public resources code PRC Division 4, Chapter 6, sections 4427, 4428, 4431, 4442 and CCR 958.4
B	1. Tank truck, trailer, or approved substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer or approved substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire Patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No Welding or cutting of metal after 1:00 PM, except by special permit.
Ev	1. The following activities may operate all day: a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that:

**EXHIBIT A, Attachment 4
 (Fire Prevention Plan)**

	<p>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.</p> <p>b) Any additional restrictions specified by the Forest.</p> <p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>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:</p> <ul style="list-style-type: none"> • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage <p>When approved by a CAL FIRE Battalion Chief, 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 the CAL FIRE Company Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Purchaser'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>

**Section Ev 2b should state "Any addition restrictions specified by the Forest Service*

**Section E should change from "All other activities are prohibited" to "All other activities are prohibited after 1 P.M."*

**EXHIBIT A, Attachment 5
(Shaded Fuel Break Prescription)**

Shaded Fuel Break Prescription

The objective is to reduce, modify, and manage fuels within designated areas that may enhance mitigation efforts in the event of a wildland fire situation. The Shaded Fuel Break is an identified strategic location along a ridge, access road, or other location where fuels have been modified. The width of the fuel break is usually 100 to 300 feet depending on the site. This is a carefully planned thinning of dense vegetation, so fire does not easily move from the ground into the overhead tree canopy. A shaded fuel break is not the removal of all vegetation in a given area. Fire suppression resources can utilize this location to suppress wildland fires due to the modification of fuels of which may increase the probability of success during fire suppression activities. Any fuel break by itself will not stop a wildland fire. The Shaded Fuel Break is a recommended guideline for fuel management within identified Interface Lands. The goal is to protect human life and both public and private resources by reducing the risk and potential hazard of wildland fire by practicing management strategies that promote the preservation and restoration of natural resources and protection of cultural resources. Ultimate outcomes and variances are contingent on landowner participation.

This is a defensible location to be used by fire suppression resources to reduce the hazard of wildland fires. In the case of the Ponderosa West Grass Valley Defense Zone, the area to be treated is wider than 100-300 feet to increase the effectiveness of the fuel break. Fuel breaks themselves will not stop a wildland fire. Shaded fuel breaks and defense zones provide a space for fire fighters and ground resources to mount a direct attack. It is a location where the fuel has been modified which increases the probability of success for fire suppression activities. Air resources may use the location for fire retardant drops.

The intent of the fuel break is to create a fuel model or vegetative arrangement where wildfire reduces intensity as it burns into the fuel break. A ground fire, burning grass and leaf duff, is the desired fire behavior. An arrangement which provides the desired fire behavior effects involves an area where ladder fuels are removed and tree or brush canopies will not sustain fire, and where the contiguous fuels arrangement is interrupted. This general arrangement allows fire and resource managers to retain a species diversity of individual younger, middle aged and older plants, which allows the opportunity for:

1. Understory fuels: Understory fuels over 1 foot in height are to be removed in order to develop vertical separation and low horizontal continuity of fuels. Individual plants or pairs of plants may be retained provided there is a horizontal separation between plants of 3 to 5 times the height of the residual plants and the residual plants are not within the drip lines of an overstory tree.
2. Mid-story fuels: Trees up to the 6-inch dbh may be removed. Exception to this size limit shall be trees that have significant defects and/or which do not have a minimum of a 16-foot saw log or trees, such as saplings, that do not present a desirable effect. Live but defective trees larger than the 6-inch dbh providing cavities for obvious wildlife use will be retained. Trees shall be removed to create horizontal distances between residual trees from 20 feet between trunks up to 8 to 15 feet between tree crown drip lines. Larger overstory trees (> 6-inches dbh) do count as residual trees and, in order to reduce ladder fuels, shall have vegetation within their drip lines removed. Prune branches off of all residual trees from 8 to 10 feet off the forest floor, not to reduce the live crown ratio below 1/2 of the height of the tree. Criteria for residual trees (up to < 6-inch dbh): Conifers: Leave trees that have single leaders and thrifty crowns with at least 1/3 live crown ratio. Conifer leave tree species in descending order: Sugar pine Ponderosa pine Douglas fir Knob-cone Pine Gray Pine White fir Incense cedar Intolerant to shade species have a higher preference as leave trees because their seed will be less likely to germinate in the understory.
3. Snags: Snags are a conduit for fire during a wildland fire. However, they also provide excellent wildlife habitat in their natural state. The following is the criteria for when snags shall be retained: 4 18-inch diameter class or larger and not more than 30 feet in height which are not capable of reaching a road or structure provided there is a separation of least 100 feet between snags. Hardwood trees: Leave trees that have vertical leaders and thrifty crowns with at least 1/3 live crown ratio. Hardwood leave tree species in descending order: Valley Oak Big Leaf Maple Blue Oak Black Oak Madrone Live Oaks Brush: It is desirable to remove as much brush as possible within the shaded fuel break area. However, if individual plants or pairs of plants are desired to be left, leave plants with the following characteristics: young plants less

**EXHIBIT A, Attachment 5
(Shaded Fuel Break Prescription)**

than 5 feet tall and individual or pairs of plants that are no more than 5 feet wide. From a fuels management perspective the following are brush leave species in descending order: Category 1) Dogwood Redbud Category 2) Toyon Buckeye Coffeeberry Lemmon Ceanothus Buck brush (Wedge leaf ceanothus) Category 3) Whitethorn Deer brush Manzanita Chamise Yerba Santa Poison Oak Scrub Oak Non-native species (such as olive, fig, etc.) will be considered on a case-by- case basis.

EXHIBIT B
(Budget Detail and Payment Provisions)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily completed in accordance with the terms and conditions stated herein, and upon receipt and approval of the invoice(s), the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the Tiered rates by vegetation and slope up to the maximum Contract amount of \$1,000,000..

(All-inclusive tiered rate per treated Acre)

Heavy Fuels (40% + slope)	\$6,000.00 /Acre
Heavy Fuels (0-39% slope)	\$5,000.00 / Acre
Medium Fuels (40% + slope)	\$4,500.00 /Acre
Medium Fuels (0-39% slope)	\$4,000.00 / Acre
Light Fuels (40% + slope)	\$3,500.00 /Acre
Light Fuels (0-39% slope)	\$2,500.00 / Acre

*The Contractor receives advances, in increments of 25%, to support the implementation of the contract. The Contractor will charge 12% administration rate on expenses charged to the contract.

- B. In addition, each invoice shall contain the following information:

The agreement number (8CA04542).

- 1) The dates or time-period which the invoiced costs were incurred.
- 2) Description of service, quantity, rate, and total for the current invoice.
- 3) Certified Small Business or DVBE #.

- C. Invoice(s) shall be submitted to:

California Department of Forestry and Fire Protection
Attention: Steve Garcia
Nevada Yuba Placer Unit
13760 Lincoln Way
Auburn, CA 95603

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

EXHIBIT B
(Budget Detail and Payment Provisions)

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to the California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period, except in the case of a contract with a certified small business, a certified Disabled Veteran Business Enterprise, a non-profit organization, or a non-profit public benefit corporation.

EXHIBIT D
(Special Terms and Conditions)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, within ten (10) days of discovery of the problem contractor shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection
Attention: Acquisitions Manager
P.O. Box 944246
Sacramento, CA 94244-2460

Within ten (10) days of CAL FIRE receiving contractor's notice, the contracts manager or designee shall advise contractor of the findings and recommend a method to resolve the dispute. Decision of the contracts manager or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Potential Subcontractors

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

4. Evaluation of Contractor

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

EXHIBIT E
(Additional Provisions)

ADDITIONAL PROVISIONS

1. Insurance Requirements

A. General Provisions Applying to All Policies

- 1) Primary Clause - Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 2) Endorsements - Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 3) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 4) When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance stating that all required insurance is in effect for the Contractor.

B. General and Commercial Liability Insurance

Contractor shall provide commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined in effect for the Contractor.

The certificate of insurance will include provisions 1, and 2, in their entirety:

- 1) That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, Contractor agrees to provide at least 30 days 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 the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

C. Environmental Liability Insurance

Contractor shall provide Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Contract. Coverage shall be provided for both work performed on site as well as proper disposal of hazardous materials. Limits of not less than \$1,000,000 shall be provided.

EXHIBIT E
(Additional Provisions)

D. Worker's Compensation Insurance

Contractor shall provide Worker's Compensation Insurance with Waiver of Subrogation in favor of the State of California. Employer's liability shall be not less than \$1,000,000.00. The following clause should be included: "Waiver of Subrogation in favor of the State of California or in favor of CALFIRE:" By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If Staff provided by the Contractor is defined as independent contractors, this clause does not apply.

E. Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned vehicles.

Contractor shall provide Commercial Automobile Insurance on Owned, Hired, and/or Non-Owned vehicles of not less than \$1,000,000.00 policy.

2. Regulations

- A. Contractor shall observe and comply with all federal, state, city, and county laws, rules or regulations affecting the work. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.
- B. Contractor shall cooperate with the Department of Forestry and Fire Protection (CAL FIRE) authorities and shall observe and comply with all regulations presently in force on Department of Forestry and Fire Protection grounds.

3. License and Permits

- A. The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
- B. If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the California Department of Forestry and Fire Protection Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that State.