### **Minutes of the Calaveras Resource Conservation District (RCD)**

Regular Board Meeting September 14, 2023 423 Saint Charles St, San Andreas, CA

Call to Order: The meeting was called to order by J. Marsili - President @ 6:00 pm

Board Members & Staff Present: M. Dvorak; S. Hodson; K. Lambert-V.P.; J. Marsili-President; J. Osbourn; Y. Tiscornia; B. Cook-Assoc. Director; M. Cole-IED & Admin; D. Simpson-Fiscal Director; K. Dillashaw, Project Mgr.; P. McGreevy, Project Mgr.

Board Members & Staff Absent: B. Dean; L. Plautz-Project Manager

Others Present: Jesse Fowler; Jennifer Wood; Mike DelOrto; Nate Berner; Matt Harrison

Public Comment: None

### **Order of Business:**

1. Partner Comment: Jesse Fowler (Ag Dept) reported Sept. 28 is next Hardwood Advisory Board meeting, and Jennifer Wood (NRCS) supplied her report.

### **Consent Agenda Items:**

1. Approval of 8/10/23 Minutes – Y. Tiscornia made the motion to approve the minutes, second by J. Osbourn. On a 6-0-1 vote, minutes were approved.

### **Consent Agenda Items Pulled for Discussion:**

1. Approval of August 2023 Finance Reports – M. Dvorak made the motion to approve the financial statements, second by J. Osbourn. On a 5-1-1 vote, financials were approved.

### **Old Business:**

- 1. Update on Current CalFire Grants:
  - Forest Meadows to Wylderidge per RPF Bray: Activity paused per Fire Season (Private lands). The northeastern corner is the area remaining to be treated and once started, it will likely take 3-4 weeks for completion.
    - One issue arose based on a landowner complaint. Due to the Hurricane Hilary storm damage causing excessive erosion on and off site in the FMW locale, Foresters Bray and Brooks site-reviewed the property with the Landowner. Although the site had been previously approved as complete in July 2023 ("same as/better than pre-operations"), Contractor LCLC agreed to bring in a mini excavator and re-establish drainage ditches for the Landowner. This will occur upon LCLCs return to the project post Fire Season.
  - Murphys to Forest Meadows Krisman will return right after completing another project to finish up the remaining  $\sim 200$  acres.
  - Highway 108 This is scheduled to start right after fire season. We are waiting for Laurie to return and conduct a site visit with the Contractor.
  - Fricot City Forester Ed Struffenegger has the CEQA work completed. Waiting for final report. Request for Proposals for the fieldwork will go out as soon as we've hired a project manager.

- Moke Hill Forester Ed Struffenegger has the CEQA work completed. Waiting for final report. Request for Proposals for the fieldwork will go out as soon as we've hired a project manager.
- NW Calaveras Fuels Reduction Project Waiting for final agreement from CalFire.
- Calaveras Unified School District Fuels Reduction & Demonstration Forest Project met with Kevin Hesser to review the project and create an action plan. Dana offered some valuable input regarding their budget and who best to manage each function.

### 2. Update on Current SNC Grants:

- Pine Ridge per Jan Bray: Activity has continued during Fire Season with strict adherence to the Fire Plan and the USFS PALS restrictions (work occurring during Fire Season is on one large ranch ownership).
  - The project is a linear fuelbreak, making permanent a 2015 Butte Fire Contingency Line. Contractor is small and consequently isn't fast, but he's very consistent and makes steady progress. Operations are approximately 65% complete; he'll likely finalize the project by the end of October.
- Bummerville/Blizzard Mine Per Jan Bray: Activity paused per Fire Season (BLM lands). Operations are complete and look great in the Winton Unit (Contractor Markit), Jurs Units, and Barney Units (Contractor CFE). Operations have begun in Campo Flores Center but are not complete, and operations not begun in the other Campo Flores Units and Bald Mountain Units (Contractor Borges). The CalAmTeam is strongly pushing BLM to get the BuckBum Timber Sale advertised, sold and logged so that we can masticate post-logging; current BLM-estimate of Timber Sale advertisement is early October 2023. P. McGreevy reported BLM timber sales to start in October.
- 3. Ad Hoc Building Sale Committee— J. Marsili reported that she is dissolving the committee until after an Executive Director has been hired.
- 4. Ad Hoc Policy Committee M. Cole and D. Simpson made edits, and have been sent to County Council for review.
- 5. Ad Hoc Bylaws Committee M. Cole edited and sent a consolidated Bylaws to the committee for review.

### **New Business:**

- 1. Request to form and Executive Director Hiring Committee J. Marsili reported receiving some good input on the job description and is ready to start recruitment. J. Marsili made a motion to form the ED Hiring Committee consisting of J. Marsili, K. Lambert, B. Cook, M. Cole, D. Simpson. Second by J. Osbourn. Motion passed on a 6/0/1 vote.
- 2. Update on Project Manager recruitment J. Marsili reported that a few applications have been submitted and we are moving forward with interviews.
- 3. Building Updates Remediation was completed, and HVAC issues were reviewed. M. Cole to resolve.
- 4. Attend Brown Act webinar M. Cole to research having a facilitator do a Brown Act presentation and try to have it open to other organizations. J. Marsili made a motion to table a decision until further information is brought to the board. A second by J. Osbourn. Motion passed 6/0/1.

### Reports:

- 1. Board Member announcements J. Marsili will be attending the CARCD conference in Sacramento in December. Encourages others to attend.
  - M. Dvorak will be attending the upcoming Prescribed Burn Assn meeting. He has not yet received notice on his Community Grant application.
- 2. Staff announcements M. Cole read from her attached Executive Director report. She also handed out a new Board Member Guidebook she just completed.
  - D. Simpson reviewed the Regional Conservation Partnership Program information.

Adjournment of meeting. Meeting adjourned @ 7:36 pm.

Next meeting is scheduled for Thursday, October 12, 2023 at 6:00 pm.

Attest: President, Julia Marsili	Date
Secretary, Mary Cole	Date

## Calaveras County Resource Conservation District Profit & Loss Budget vs. Actual

July through September 2023

	Jul - Sep 23	Budget	\$ Over Budget	% of Budget	
Ordinary Income/Expense					
Income Investments					
Interest-Savings, Short-term CD	51.11	0.00	51.11	100.0%	
Total Investments	51.11	0.00	51.11		100.0
Other Types of Income Miscellaneous Revenue	10.00				
Total Other Types of Income	10.00				
Program Income					
Indirect Costs Program Revenue	42,586.30 349,444.51	297,033.00 2,860,596.00	-254,446.70 -2,511,151.49	14.3% 12.2%	
Total Program Income	392,030.81	3,157,629.00	-2,765,598.19		12.
Rental Income	2,764.02	18,000.00	-15,235.98		15.
Total Income	394,855.94	3,175,629.00	-2,780,773.06		12.
Gross Profit	394,855.94	3,175,629.00	-2,780,773.06		12.
Expense					
Contract Services Contractor Services	314,163.13	2,760,597.00	-2,446,433.87	11.4%	
Total Contract Services	314,163.13	2,760,597.00	-2,446,433.87		11.
Facilities and Equipment	. ,	, <b>.</b>	, ,,		
Facility Maintenance	4,851.92	15,000.00	-10,148.08	32.3%	
Property Taxes Utilities	0.00 1,881.19	300.00	-300.00 -5,618.81	0.0% 25.1%	
Utilities  Total Facilities and Equipment		7,500.00 22,800.00	<u>-5,618.81</u> -16,066.89	25.1%	29
	0,733.11	22,800.00	-10,000.09		29
Insurance Expense Insurance - Liability, D and O	3,702.24	3,750.00	-47.76	98.7%	
Worker's Compensation Insurance	2,659.46	3,500.00	-840.54	76.0%	
Total Insurance Expense	6,361.70	7,250.00	-888.30		87.
Operations Computer Software	1,120.41	5,000.00	-3,879.59	22.4%	
Grant Supplies	128.70	4,284.00	-4,155.30	3.0%	
Office Equipment	0.00	5,000.00	-5,000.00	0.0%	
Office Supplies	417.81	1,000.00	-582.19	41.8%	
Outreach	0.00 0.00	500.00	-500.00	0.0% 0.0%	
Payroll Processing Postage, Mailing Service	0.00	1,500.00 240.00	-1,500.00 -240.00	0.0%	
Website	0.00	500.00	-500.00	0.0%	
Total Operations	1,666.92	18,024.00	-16,357.08		9.
Other Types of Expenses Advertising Expenses	42.00	0.00	42.00	100.0%	
Memberships and Dues	0.00	3,000.00	-3,000.00	0.0%	
Other Costs	0.00	1,000.00	-1,000.00	0.0%	
Total Other Types of Expenses	42.00	4,000.00	-3,958.00		1.
Payroll Expenses Professional Fees	20,564.03 0.00	181,190.00 15,000.00	-160,625.97 -15,000.00		11 0
Travel and Meetings					
Conference, Convention, Meeting Travel	0.00 0.00	2,500.00 2,425.00	-2,500.00 -2,425.00	0.0% 0.0%	
Total Travel and Meetings	0.00	4,925.00	-4,925.00		0
Total Expense	349,530.89	3,013,786.00	-2,664,255.11		11.
et Ordinary Income	45,325.05	161,843.00	-116,517.95		28.
ther Income/Expense					
Other Expense Additions to Reserves	0.00	45,000.00	-45,000.00		0.
Total Other Expense	0.00	45,000.00	-45,000.00		0.
let Other Income	0.00	-45,000.00	45,000.00		0.
Income	45,325.05	116,843.00	-71,517.95		38.

1:24 PM 10/09/23 Accrual Basis

# Calaveras County Resource Conservation District Balance Sheet

As of September 30, 2023

	Sep 30, 23
ASSETS	
Current Assets	
Checking/Savings	212111
Checking	61,911.44
Savings 2420 - Forest Meadows	170,345.26
Savings 2421 - Wylderidge	661.92
Savings 2422 - SNC Pine Ridge	12,479.16
Savings 2423 - Hwy 108-Fricot	197,144.06
Savings 2485 - Bummerville	179,291.95
Savings 2514 Moke Hill	53,691.61
Total Checking/Savings	675,525.40
Accounts Receivable	
Accounts Receivable	36,425.68
Total Accounts Receivable	36,425.68
Total Current Assets	711,951.08
Fixed Assets	320,832.84
Other Assets	
Accum Depreciation	-28,010.23
Accumulated Depr - Bldg Improve	-1,183.23
Total Other Assets	-29,193.46
TOTAL ASSETS	1,003,590.46
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Payroll Liabilities	1,634.53
Unearned or Deferred Revenue	598,170.25
Total Other Current Liabilities	599,804.78
Total Current Liabilities	599,804.78
Total Liabilities	599,804.78
Equity	
Net Investment in Capital Asset	307,020.92
Retained Earnings	51,439.71
Net Income	45,325.05
Total Equity	403,785.68
TOTAL LIABILITIES & EQUITY	1,003,590.46

1:49 PM 10/09/23

# Calaveras County Resource Conservation District Deposit Detail September 2023

Туре	Num	Date	Name	Account	Amount
Deposit		09/07/2023		Checking	1,575.19
Payment Payment Payment	576626 11607 18354	09/07/2023 09/07/2023 09/07/2023	Tuolumne County RCD UCCE Common Ground	Undeposited Funds Undeposited Funds Undeposited Funds	-211.17 -814.02 -550.00
TOTAL					-1,575.19
Deposit		09/11/2023		Checking	121,681.50
Payment	65-25	09/11/2023	Sierra Nevada Conservancy:Pine Ridg	Undeposited Funds	-121,681.50
TOTAL					-121,681.50
Deposit		09/30/2023		Savings 2423 - Hw	4.86
				Interest-Savings, Sh	-4.86
TOTAL					-4.86
Deposit		09/30/2023		Savings 2422 - SN	0.21
				Interest-Savings, Sh	-0.21
TOTAL					-0.21
Deposit		09/30/2023		Savings 2421 - Wyl	0.02
				Interest-Savings, Sh	-0.02
TOTAL					-0.02
Deposit		09/30/2023		Savings 2420 - For	4.20
				Interest-Savings, Sh	-4.20
TOTAL					-4.20

1:48 PM 10/09/23

# Calaveras County Resource Conservation District Check Detail

September 2023

Туре	Num	Date	Name	Account	Paid Amount
Liability Check		09/07/2023	QuickBooks Payroll Service	Checking	
			QuickBooks Payroll Service	Direct Deposit Liabil	-1,985.86
TOTAL					-1,985.86
Liability Check		09/22/2023	QuickBooks Payroll Service	Checking	
			QuickBooks Payroll Service	Direct Deposit Liabil	-1,677.52
TOTAL					-1,677.52
Check	Debit	09/05/2023	Staples	Checking	
				Office Supplies	-122.88
TOTAL					-122.88
Check	Debit	09/06/2023	Microsoft	Checking	
				Computer Software	-91.95
TOTAL					-91.95
Check	Debit	09/13/2023	Adobe	Checking	
				Computer Software	-29.99
TOTAL					-29.99
Check	Debit	09/14/2023	Sender's Market	Checking	
				Facility Maintenance	-195.32
TOTAL					-195.32
Check	Debit	09/18/2023	Sender's Market	Checking	
				Facility Maintenance	-66.57
TOTAL					-66.57
Check	Debit	09/18/2023	Sender's Market	Checking	
				Facility Maintenance	-77.14
TOTAL					-77.14
Check	Debit	09/25/2023	Intuit Quickbooks	Checking	
				Computer Software	-25.00
TOTAL					-25.00
Liability Check	E-pay	09/05/2023	EDD	Checking	
				Payroll Liabilities	-188.25
TOTAL					-188.25

1:48 PM 10/09/23

# Calaveras County Resource Conservation District Check Detail

September 2023

Туре	Num	Date	Name	Account	Paid Amount
Liability Check	Е-рау	09/05/2023	United States Treasury	Checking	
				Payroll Liabilities Payroll Liabilities	-801.00 -344.87
				Payroll Liabilities Payroll Liabilities	-344.87 -80.66
				Payroll Liabilities	-80.66
TOTAL					-1,652.06
Bill Pmt -Check	605	09/06/2023	Dana Simpson	Checking	
Bill		08/07/2023		Computer Software Computer Software	-20.00 -30.00
				Computer Software	-89.50
TOTAL				Computer Software	-29.99 -169.49
D D. 1 G. 1		00/07/0000		<b>0</b> 1 11	
Bill Pmt -Check	606	09/07/2023	Calaveras Public Power Agency (CPPA)	Checking	CO4.00
Bill TOTAL		09/06/2023		Utilities	-604.00 -604.00
TOTAL					-004.00
Bill Pmt -Check	607	09/07/2023	Calaveras Public Utility District (CPUD)	Checking	
Bill		09/06/2023		Utilities	-70.58
TOTAL					-70.58
Bill Pmt -Check	608	09/07/2023	Gateway Press	Checking	
Bill		09/07/2023	Sierra Nevada Conservancy:Pine Ridge 1284	Grant Supplies	-128.70
TOTAL					-128.70
Bill Pmt -Check	609	09/07/2023	PG&E- V	Checking	
Bill		09/06/2023		Utilities	-7.84
TOTAL					-7.84
Bill Pmt -Check	610	09/07/2023	San Andreas Sanitary District	Checking	
Bill		09/06/2023		Utilities	-102.58
TOTAL					-102.58
Check	611	09/11/2023	Don O'Brien	Checking	
				Facility Maintenance	-140.00
TOTAL					-140.00
Bill Pmt -Check	612	09/11/2023	An Honest Approach	Checking	
Bill		08/14/2023	Sierra Nevada Conservancy:Pine Ridge 1284	Contractor Services	-60,000.00
Bill		09/03/2023	Sierra Nevada Conservancy:Pine Ridge 1284	Contractor Services	-29,452.00
TOTAL					-89,452.00

1:48 PM 10/09/23

# Calaveras County Resource Conservation District Check Detail

September 2023

Туре	Num	Date	Name	Account	Paid Amount
Bill Pmt -Check	613	09/25/2023	ServiceMaster Sierras	Checking	
Bill		09/25/2023		Facility Maintenance	-1,206.33
TOTAL					-1,206.33
Check	614	09/25/2023	Don O'Brien	Checking	
				Facility Maintenance	-500.00
TOTAL					-500.00

### **CCRCD Building Income/Expense Report**

																	Total
	2017	2018	2019	2020	2021	2022	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	YTD 2023	All Dates
Income:											,						
CPUD	\$1,420.50	\$348.60															\$1,769.10
Common Ground	\$0.00	\$3,600.00	\$4,737.50	\$5,100.00	\$6,625.00	\$6,600.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$550.00	\$4,950.00	\$31,612.50
UCCE	\$0.00	\$1,261.34	\$3,724.18	\$3,540.50	\$3,581.92	\$6,931.42	\$939.22	\$950.84	\$1,025.14	\$1,059.97	\$977.07	\$835.17	\$814.02			\$6,601.43	\$25,640.78
Motherlode Bonsai Club	\$0.00	\$0.00	\$0.00	\$240.00	\$375.00	\$75.00							\$300.00			\$300.00	\$990.00
Total Income	\$1,420.50	\$5,209.94	\$8,461.68	\$8,880.50	\$10,581.92	\$13,606.42	\$1,489.22	\$1,500.84	\$1,575.14	\$1,609.97	\$1,527.07	\$1,385.17	\$1,664.02	\$550.00	\$550.00	\$11,851.43	\$60,012.38
Expenses:																	
CPUD	\$177.38	\$672.06	\$709.63	\$988.51	\$927.41	\$901.58	\$77.36	\$77.36	\$77.36	\$77.36	\$77.36	\$77.36	\$77.36	\$69.30	\$70.58	\$681.40	\$5,057.97
San Andreas Sanitary	\$282.59	\$1,009.61	\$1,280.41	\$1,391.33	\$1,192.97	\$1,206.83	\$105.51	\$105.51	\$105.51	\$105.51	\$105.51	\$105.51	\$105.51	\$102.58	\$102.58	\$943.73	\$7,307.47
CPPA	\$44.80	\$1,353.60	\$2,009.80	\$1,618.80	\$1,743.60	\$2,218.48	\$168.32	\$260.00	\$260.00	\$260.00	\$220.00	\$228.00	\$300.00	\$420.00	\$604.00	\$2,720.32	\$11,709.40
PGE	\$44.87	\$422.44	\$1,400.71	\$1,057.48	\$1,221.74	\$1,512.10	\$292.86	\$307.33	\$357.08	\$238.65	\$75.95	\$37.73	\$12.79	\$8.65	\$7.84	\$1,338.88	\$6,998.22
Insurance					\$684.26	\$848.70										\$0.00	\$1,532.96
Sewer Repairs	\$0.00	\$8,500.00	\$0.00	\$0.00	\$0.00	\$230.00										\$0.00	\$8,730.00
A/C Repairs	\$0.00	\$142.16	\$0.00	\$2,039.02	\$145.19	\$1,088.99							\$1,589.70	\$625.00		\$2,214.70	\$5,630.06
General Maintenance	\$0.00	\$27.57	\$406.89	\$295.47	\$272.68	\$1,151.75	\$24.74				\$530.00		\$450.00	\$1,606.33	\$640.00	\$3,251.07	\$5,405.43
Total Expenses	\$549.64	\$12,127.44	\$5,807.44	\$7,390.61	\$6,187.85	\$9,158.43	\$668.79	\$750.20	\$799.95	\$681.52	\$1,008.82	\$448.60	\$2,535.36	\$2,831.86	\$1,425.00	\$11,150.10	\$52,371.51
								•									
Profit/Loss	\$870.86	(\$6,917.50)	\$2,654.24	\$1,489.89	\$4,394.07	\$4,447.99	\$820.43	\$750.64	\$775.19	\$928.45	\$518.25	\$936.57	(\$871.34)	(\$2,281.86)	(\$875.00)	\$701.33	\$7,640.87

### Grant Tracking as of 09/30/2023

						<u>Remaining</u>	Expended to		
	Grant Period	Amount Awarded	Direct Costs	Indirect Cost	Current Advance	<u>Advance</u>	<u>Date</u>	Invoiced	<b>Amount Remaining</b>
Murphys Forest Meadows (CalFire)	5/26/2020 - 3/15/2024	\$ 2,161,776.00	\$ 1,965,251.00	\$ 196,525.00	\$ 540,256.75	\$ 169,408.97	\$ 1,390,683.10		\$ 771,092.90
Wylderidge (CalFire)	11/23/2021 - 3/15/2025	\$ 440,608.30	\$ 400,553.30	\$ 40,055.00	\$ 110,022.00	\$ -	\$ 124,786.20	\$ 14,764.21	\$ 315,822.10
Pine Ridge (SNC)	4/15/2022 - 1/1/2027	\$ 405,605.00	\$ 352,700.00	\$ 52,905.00	\$ -	\$ -	\$ 230,918.51	\$ 21,361.48	\$ 174,686.49
Fricot City/108 Direct Award (CalFire)	5/9/2022 - 3/15/2026	\$ 999,109.10	\$ 908,281.00	\$ 90,828.10		\$ 196,742.73	\$ 18,857.27		\$ 980,251.83
Moke Hill (CalFire)	10/6/2022 - 3/15/2026	\$ 1,047,753.71	\$ 952,503.37	\$ 95,250.34		\$ 53,691.61	\$ 35,319.02		\$ 1,012,434.70
Bummerville/Blizzard Mine (SNC)	9/12/2022 - 1/1/2028	\$ 1,450,740.00	\$ 1,318,854.00	\$ 131,885.00	\$ 435,222.00	\$ 178,327.05	\$ 256,894.95		\$ 1,193,845.05
Other A/R: Rent, TCRCD, CARCD								\$ 300.00	
Total	_	\$ 6,505,592.11	\$ 5,898,142.67	\$ 607,448.44	\$ 1,085,500.75	\$ 598,170.36	\$ 2,057,459.05	\$ 36,425.69	\$ 4,448,133.07

\* Deferred Rev

<sup>\*</sup>Accounts Rec

### INDEPENDENT CONTRACTOR AGREEMENT

#### Between

### Calaveras County Resource Conservation District (CCRCD)

#### And

### An Honest Approach, LLC

P.O. Box 18, Vallecito, CA 95251

For: Project Name: Pine Ridge-Summit Level Fuelbreak Maintenance

Grant Agreement # 1284

Grantor: Sierra Nevada Conservancy

Fiscal Agent: Calaveras County Resource Conservation District (CCRCD)

THIS CONTRACT AGREEMENT is made and entered into this 1st day of January 2023 by:

Party 1: Calaveras County Resource Conservation District (herein after referred to as CCRCD), a California Special District located at 423 East St. Charles Street (physical address), P.O. Box 1041 (mailing address), San Andreas, CA 95249

and

Party 2: An Honest Approach, LLC(herein after referred to as CONTRACTOR): P.O. Box 18, Vallecito, CA 95251.

### **RECITALS**

- The CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT (CCRCD), a California Special District desires to enter into an Independent Contractor Agreement with CONTRACTOR, an Independent Contractor for the performance of specified services on behalf of CCRCD.
- CONTRACTOR represents that it has or will comply with all local, state, and federal laws
  regarding any necessary permits and licenses that may be required under this
  Agreement to perform the services as an independent contractor, pursuant to this
  agreement.
- 3. CCRCD represents the GRANTOR that provides the funding source for the PROJECT through an executed agreement with CCRCD.
- 4. In consideration of the mutual promises contained herein, CCRCD and CONTRACTOR agree to the following:

#### SERVICES AND OBLIGATIONS OF CONTRACTOR

The period of this Agreement shall be from January 1, 2023, until \_August 1, 2024 or until the defined work is completed and approved by CCRCD and GRANTOR, whichever comes first.

- CONTRACTOR understands the request is for tasks detailed in "APPENDIX A, Request for Proposal". All terms and conditions contained in the Request for Proposal (RFP) are incorporated into this Agreement.
  - a. CONTRACTOR will be solely responsible for determining the means and methods for performing the services described herein. CONTRACTOR shall not assign this Agreement; any attempt to do so shall be void and have no effect. All of CONTRACTOR'S activities will be at its own risk and CONTRACTOR is hereby given notice of responsibility for arrangements to guard against physical, financial, and other risks as appropriate. CONTRACTOR shall observe and abide by all applicable laws, regulations and stipulations including but not limited to those of CCRCD. CONTRACTOR agrees to perform the services with a standard of professional care, skill and diligence normally provided in the performance of similar services.
  - b. When operating, CONTRACTOR shall strictly adhere to the requirements of the CCRCD Fire Plan "APPENDIX G, Fire Plan".
  - c. Except as specifically authorized by CCRCD in writing, information and other data developed or acquired by or furnished to CONTRACTOR in the performance of this agreement shall be used only in connection with services provided to CCRCD and shall become and be retained as the property of CCRCD.
- 2. CONTRACTOR guarantees that it will complete all defined tasks, as stated in "APPENDIX A, RFP" and "APPENDIX B, Contractor's Proposal", during the term of this Agreement. CONTRACTOR shall immediately notify the CCRCD Project Manager of any expected or unexpected delay in performance of scheduled services. However, CONTRACTOR shall not be liable for delays in performance beyond CONTRACTOR'S reasonable control. Both parties agree to maintain close communication throughout the duration of the project.
- 3. CONTRACTOR, at its sole cost and expense, shall maintain the following insurance:
  - a. Workers Compensation Insurance with statutory limits (not less than \$1,000,000 per occurrence).
  - b. A general Liability Insurance policy (not less than \$1,000,000 for personal injury and property damages per occurrence).

- c. Business Auto Liability Insurance (not less than \$1,000,000 combined single limit for bodily injury and property damages covering all vehicles including hired cars, owned and non-owned vehicles.
- d. CONTRACTOR shall add CCRCD to said insurance policies named as "additionally insured" and provide CCRCD Project Manager with proof of insurance certificates, included in "APPENDIX C, Proof of Insurance Certificates," for all insurance policies throughout the full duration of this Agreement.
- 4. CONTRACTOR agrees that it will employ, at its own expense, all personnel necessary to perform the services required by this Agreement and in no event shall such personnel be the employees of CCRCD. All the services required hereunder shall be performed by CONTRACTOR or under its direction and all personnel engaged therein shall be fully qualified under applicable federal, state, and local law to undertake the work performed by them.
  - a. Upon satisfactory performance of services under this Agreement, CCRCD shall pay CONTRACTOR amounts as set forth in "APPENDIX D, Payment Schedule."
  - b. When a section of work has been completed and CONTRACTOR wishes to submit an invoice, the Project Manager will validate the number of acres treated and verify that the prescription for the project unit has been fulfilled.
  - c. CONTRACTOR shall provide invoices no more frequently than twice monthly based on the number of acres completed and the total amount for the billing period approved by the Executive Director and by a representative of GRANTOR when applicable.
  - d. Total compensation for services shall not exceed \$266,400 \$322,200 and shall be based upon completed acres. CONTRACTOR reimbursement requests shall be in the form of itemized invoices submitted to the CCRCD Project Manager.
  - e. Each invoice must be accompanied with a completed Job Reporting Form "APPENDIX E, Job Reporting Form".
  - f. Payment of said invoices shall not be past due until thirty (30) days after CCRCD has received the funds from GRANTOR.
  - g. It is mutually agreed upon that if the GRANTOR budget for the current and/or any subsequent years covered by this agreement does not appropriate sufficient funds for the project, the Agreement shall be of no further force and effect. In this event, the CCRCD 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 provision of this Agreement. CONTRACTOR'S assumption of risk of possible non-appropriation is part of the consideration for this Agreement. If funding for any fiscal year is reduced or

deleted by the GRANTOR budget for purposes of this project, the CCRCD shall have the option to either cancel this Agreement or to offer an Agreement amendment to CONTRACTOR to reflect the reduced amount.

- 5. Services under this Agreement, upon signing this agreement, shall diligently proceed therewith in accordance with the mutually agreed upon work schedule as defined in "APPENDIX F, Work Schedule."
  - a. The Contractor(s)shall work through a unit/subunit in an organized fashion and complete all required work with CCRCD approval in each unit before beginning work in another unit, unless agreed upon in writing by the Project Manager and CONTRACTOR.
- 6. CONTRACTOR understands and acknowledges that CCRCD may suffer damages as a result of CONTRACTOR's tardiness in performance of its services under this Agreement. CONTRACTOR, therefore, agrees to give CCRCD or its designated representative as much notice as practical of any foreseeable delay in the completion of CONTRACTOR'S services. CONTRACTOR further agrees to indemnify CCRCD for any damages suffered by CCRCD because of CONTRACTOR's failure to perform its services in accordance with said work schedule when delays result from CONTRACTOR's negligence.
- 7. CONTRACTOR agrees to indemnify, defend, and hold harmless CCRCD from any claim or liability of any nature whatsoever caused by any willful or negligent act or omission of CONTRACTOR, its agents, or employees, resulting from, arising out of, or in any way connected with CONTRACTOR's performance of services required by this Agreement. CCRCD reserves the right to retain its own counsel in the event both parties are named in a lawsuit.

### 8. CONTRACTOR's Employees and Agents

It is expressly understood and agreed upon that CONTRACTOR is and shall be deemed to be an independent contractor for all purposes. CCRCD shall have no responsibility with respect to CONTRACTOR's employees or agents, nor any control over them. CONTRACTOR agrees to comply with all federal and state wage and hour laws, unemployment insurance laws, workers' compensation laws, executive orders, OSHA and labor laws, and further agrees to indemnify and hold harmless CCRCD from any claim or violation of any such laws and any and all other claims arising from or asserted in connection with the performance by CONTRACTOR under this agreement.

### 9. Failure to Perform:

- a. In order to ensure faithful performance of this agreement and to reimburse CCRCD for any loss or damages suffered by reason of CONTRACTOR's failure to perform in full or in part, CCRCD shall have the right to withhold monies due CONTRACTOR, a sum or sums sufficient to cover, in the judgment of CCRCD, such loss, damage or failure. In the event that CCRCD does withhold said sum or sums, CCRCD shall, in writing, notify CONTRACTOR stating specifically the terms in which CONTRACTOR is deficient so that CONTRACTOR may, if possible, cure the deficiencies and obtain a release of the withheld sums. If, within ten (10) days after written notice, CONTRACTOR has not cured the deficiencies, then CCRCD is expressly given the right by CONTRACTOR to take possession of project documents, data, reports, maps, and information and to remedy the problem by hiring other resources to complete the project. CONTRACTOR expressly agrees to provide all project materials to CCRCD and to abide by CCRCD's decision. CONTRACTOR also agrees to accept payment for such work as has been completed to CCRCD's satisfaction and to reimburse CCRCD for any additional cost in excess of the contract price hereunder incurred by CCRCD in completing the work.
- b. In the event CONTRACTOR shall fail to comply with each and every term and condition of this Agreement to be kept and performed by it, and in the event such default shall not be remedied within ten (10) days after written notice thereof by CCRCD to CONTRACTOR, then and in such event, CCRCD shall have the right to terminate this agreement and it thereafter shall be of no further force or effect. The remedy provided in this section shall be provided for in addition to any and all other remedies by law or this Agreement.
- c. CCRCD shall compensate CONTRACTOR for <u>SNC Grant #1284</u> work assigned that is satisfactorily completed using the rates defined in "APPENDIX D Payment Schedule". CONTRACTOR agrees and understands that all or a portion of assigned work payments may be withheld from payment for reasons detailed in item #9 "Failure to Perform
- 10. Force Majeure: The Parties shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

11. <u>CONTRACTOR</u> shall acknowledge GRANTOR support of the Project in any publications, studies, reports, media posts, or social media posts that are made possible by or derived in whole or in part from this Project. Any news articles, brochures, seminars, or other promotional materials or media through which it publicizes the Project shall acknowledge GRANTOR support by stating language, where feasible, as dictated in "APPENDIX H, Grantor Acknowledgement."

THIS AGREEMENT is hereby entered into on this day and year first above wri					
Tim Madden Owner	 Date				
Gordon Long Mary Cole	Date				
Interim Executive Director					
Calaveras County Resource Conservatio	n District (CCRCD)				

### Attachments:

Appendix A. Request for Proposal

Appendix B. Contractor's Proposal

Appendix C. Proof of Insurance Certificates

Appendix D. Payment Schedule

Appendix E. Job Reporting Form

Appendix F. Work Schedule

Appendix G. Fire Plan

Appendix H. Grantor Acknowledgement

## APPENDIX A REQUEST FOR PROPOSALS (RFP)

Pine Ridge-Summit Level Fulebreak Request for Proposals (RFP) starts on next page.

### **REQUEST FOR PROPOSAL (RFP)**

### FOR CONTRACTED SERVICES TO CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT (CCRCD) TO CONSTRUCT THE

### Pine Ridge-Summit Level Fuelbreak Sierra Nevada Conservancy Grant Agreement No. 1284

CONTACT	Kaylee Dillashaw, Project Manager
	Kaylee.dillashaw@gmail.com
	(209) 768-1603
	1106 2022
RFP RELEASE DATE	April 26, 2022
PRE-BID TOUR	The PreBid Tour meeting will be held on Monday, May 2, 2022 at 8a.m. The meeting location is approximately 1 mile south of Rail Road Flat. From Railroad Flat Road, turn east onto McCarty Reservoir Road, then north onto Top Dollar Road. The large turnaround on Top Dollar Road with the electric green gate (see Map 6) is where we'll begin the Tour. The Pre-Bid Tour is optional; however, contractors are strongly encouraged to attend. Access to the project is on private lands, so contractors will not be allowed to independently inspect the project area before or after the Pre-Bid Tour. Contact Kaylee Dillashaw at kaylee.dillashaw@gmail.com to RSVP for the tour.  This RFP package includes six maps. A geo-referenced pdf map for use with smart phone apps will be provided to PreBid Tour Attendees.  1. Project Vicinity Map 2. Aerial West 3. Aerial East 4. Topo West 5. Topo East 6. Pre-Bid Tour Mtg Location  Questions received by the Project Manager by May 5, 2022 will be answered and distributed to all bidders by email on May 6, 2022 after 5pm.

RFP CLOSING	May 11, 2022
DATE	
CONTRACTOR	Notice of contractor selection will be emailed to all bidders by May 15,
SELECTION	2022 (tentative).
PROJECT	Start date is dependent on fire season, but may begin as early as May
COMMENCEMENT	2022 or directly after the end of the CAL FIRE-declared 2022 fire
DATE	season.
PROJECT	All work must be completed, and invoices must be submitted no later
COMPLETION	than 06/30/2023.
DATE	

### **PROJECT SUMMARY**

The Calaveras County Resource Conservation District (CCRCD) has received funding from the Sierra Nevada Conservancy (SNC) through their Forest and Watershed Health Grant Program to implement the Pine Ridge Summit Level Fuelbreak (FB). The Pine Ridge Summit Level Fuelbreak Project is a 144-acre fuelbreak development project located in Calaveras County southeast of the community of Rail Road Flat to protect the Blue Mountain Communities (Glencoe, West Point, Wilseyville, Independence, Rail Road Flat) to the North and Highway 4 communities to the South. The project will also protect the upcountry timber owned by Sierra Pacific Industries, the Bureau of Land Management and the U. S. Forest Service.

### **ACTIVITIES AND TIMELINE**

Activity	Date
Release of RFP	April 26, 2022
Pre-Bid Tour	May 2, 2022
Deadline for questions; Q & A sheet	May 5, 2022
Deadline for Contractor Proposals	May 11, 2022
Review of Proposals	May 11-14, 2022
Notice of Contract Award	May 15, 2022
Contract Executed	Late May 2022
Project Work Begins	May/June 2022 or
	November/December 2022

### RESPONSIBILITIES

**SNC**. The project is funded by the SNC through the Forest and Watershed Health Grant Program. SNC may conduct inspections of the project area periodically upon invoice submittals.

**CCRCD.** The CCRCD is the grant recipient. As the Grant Recipient, the CCRCD is responsible for financial management and reporting requirements as specified in the CCRCD/SNC grant award. CCRCD is the only entity authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

CCRCD will execute the contract with the successful Fuels Reduction Contractor. CCRCD will submit approved Contractor invoices to the SNC for payment and in turn process payment to the Contractor(s).

CCRCD has hired a Project Manager and contracted a Registered Professional Forester (RPF) for management and oversight of all project activities.

**PROJECT MANAGER.** The Project Manager (Kaylee Dillashaw) will serve as the liaison between the Contractor, Property Owners and CCRCD and will be the primary contact between all entities. The Manager will coordinate closely with the RPF on the Request for Proposal process, contractor selection and day-to-day business. The Manager will also support the CCRCD in invoicing, mapping, and report development.

**PROJECT FORESTER**. The CCRCD will provide the project RPF, who will be supervising field operations to assure compliance to silvicultural prescriptions, resource protection, government regulations, and contract specifications. RPF will be coordinating activities with the Contractor to ensure rules and regulations are in contractual compliance and may assign an RPF Designee as applicable.

### PROJECT GOALS & OBJECTIVES

The primary goal of this project is to transform the 2015 Butte Fire contingency line into a permanent/dedicated, shaded six-mile fuelbreak which will force wildfire to "lay down" for control purposes. The secondary goal is to delay the need for follow up maintenance by suppressing brush sprouting with a layer of mulch in the areas treated by mechanical mastication.

The Pine Ridge-Summit Level FB is intended to provide a strategic location for suppression forces to intercept wildfire from moving north or south and to minimize its spread throughout the county by ground crews while providing a logical buffer onto which air resources can apply fire retardant.

### PROJECT LOCATION

The Pine Ridge-Summit Level Fuelbreak project is located in the foothills of Central Calaveras County, CA, about 1.3 air miles southeast of the community of Rail Road Flat. From the west, the FB starts near Railroad Flat Road at Calaveras Reservoir (aka McCarty Reservoir/Red Hawk Lake) sitting at an elevation of about 2,700 feet. From there, it climbs six miles east to Summit Level Road ending at an elevation of about 4,000 feet at USFS and SPI lands.

### RIGHT OF ENTRY

Signed "Right of Entry" forms have been obtained from each participating landowner. This project will NOT include any fire safe clearance work as required by Public Resources Code 4291 of Government Code 51182, including areas within 100 feet of any habitable structures. The project area is very rural and only one structure at the east end of the project area is near the FB itself.

### **SILVICULTURE**

The Pine Ridge-Summit Level FB project encompasses 144 acres over six linear miles. Fuel loading including downed trees, dense chemise, whiteleaf and greenleaf manzanita, yerba santa, whitethorn, rabbit brush and other brush species, are encroaching on the contingency line and must be treated to be functional. This project will dedicate the contingency line into a permanent, shaded FB.

Near-complete removal of ladder fuels (brush and trees less than 12" diameter at breast height or dbh) along with dead/dying trees larger than 12" dbh. Residual conifer trees will be thinned to a general 30 x 40 foot spacing and pruned for 10' along the stem from ground level. Most black oak, Gambel oak, madrone, and dogwood will be retained to maintain diversity and provide wildlife benefits. This work may be achieved by hand crews with chainsaws, pruning saws, mechanical chippers, and masticators. The FB is accessible by native-surface roads and/or the dozer contingency line.

### **PRESCRIPTION**

- Fuels to be treated include the mastication of all ground fuels (including existing piles), brush and trees <12" dbh.
- Retain seedlings and saplings of conifers and retention hardwoods at roughly a 30' x 40' spacing where no other trees exist in the pre-treatment stand.

- Dead, dying, and downed trees must be felled and/or treated, except snags that have been designated for retention or any trees that are being actively used for bird nesting.
- Groups of live oaks growing from a common root crown will either be totally removed or totally left. There will be no partial removal of these groups. If the group is composed mostly of stems more than 12" dbh, the group will be left. If the group is composed mostly of stems 12" or less dbh, the group will be removed, if consistent with spacing guidelines.
- Mastication requirements:
  - A minimum of seventy-five percent (75%) of the vegetation treated by mechanical mastication shall be ground into shreds <36" in length.
  - Shredded vegetation shall be spread out as evenly as possible to suppress the regrowth of brush;
  - The maximum allowable mulch depth is 12".
  - O Dangerous "punji sticks" are not allowed post-operation.
- Limbs of remaining conifer trees shall be pruned along the main bole vertically up to 10 feet from the ground level or 50% of height on smaller trees. All pruned material will be chipped or masticated.
- Remaining stumps shall be <6" on the uphill side.

### PROJECT RESTRICTIONS AND SPECIAL PROVISIONS

- Equipment must not to operate via side slopes, only up and down the slope as the slope increases over 30%. Do not operate under saturated soil conditions when compaction is likely.
- Bear clover, blackberries, grasses, and other low annuals will not be treated.
- Hazards within the project area include fences, poison oak, rocky areas, steep bluffs, and power lines.
- Avoidance areas will be flagged or mapped prior to the commencement of operations.
- Trees/Snags containing active nests will be retained.
- All cut and masticated vegetation will be kept within the unit boundaries. Any cut vegetation falling into ditches, shall be removed the same day.
- Equipment shall be cleaned before entering the project area to prevent spread of noxious weeds and pathogens.
- Equipment should be free of leaks, in good operating condition and have spark arrestors or turbochargers to prevent fires.
- If work is conducted along public roadways, traffic control will be required to warn vehicles of active fuels treatment operations. All traffic control and signs will be the responsibility of the Contractor and shall conform to Calaveras County requirements.
- All roads shall be left in the same or better condition than found. Contractor will take every measure possible to limit damage to roads.

- Treatment on steeper slopes will depend on the Contractor's capabilities. Steep slope treatment should be addressed in the Contractor's proposal.
- Fences dropped by the Contractor must be put back up prior to commencing work in another area.
- All damage to public or private property or facilities caused by the Contractor will be repaired by the Contractor at their own expense.

### RESOURCE PROTECTION

**Sensitive Areas.** Sensitive Areas to be avoided will be discussed on-site only with the selected Contractor for confidentiality purposes.

**Nesting Birds:** If an active nest is observed within the project area, a buffer or installation of appropriate barriers shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated by the RPF and shall be in effect throughout construction or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project.

**Snags:** The project area contains standing snags that provide cavity nest habitat for birds and peeling bark for roosting bats. These trees include bird nest cavities and trees with peeling bark; actively used snags will not be removed during operations.

Watercourses: The project area does not contain any watercourses.

**Identification of Protected Species or Other Critical Resources.** If any sensitive resources are located during project implementation, the Contractor should notify the Project Manager, and the area shall be avoided until consultation with the RPF and mitigation of the situation. Known sensitive areas to be avoided (not treated) have been designated prior to operations.

### **GENERAL PROVISIONS**

- No prevailing wage requirements are in effect on this project.
- No Traffic Control Plan is required, but the Contractor must address traffic control when working along public roads.
- Payments will be made on actual acres treated as measured by the Contractor via a track log that will be sent to the Project Manager as a KML or shapefile. The Project Manager will then verify the track log to assure it represents the treated area and forward the verified shapefile to

the CCRCD for payment. Invoices can be submitted as needed, but no more frequently than monthly.

- Contractor's invoices will be paid upon the CCRCD's receipt of the funds from the SNC. CCRCD will not be responsible for delays in receiving funds from SNC.
- Fire Precautions: For all operations associated with this project, the preferred operating period is outside of the CAL FIRE Declared Fire Season which generally begins in June of most years. Even outside of the Declared Fire Season, there is potential for operational fires to start.
- A detailed, job-specific Fire Plan is required as part of the proposal package.

### **EVALUATION CRITERIA & SCORING**

The award will be issued to the Contractor based on best value, not necessarily the lowest bid. A Review Committee shall be responsible for performing the evaluations of each proposal based on the following criteria. Each member of the Committee shall rate the proposals separately. The Committee will consider the following criteria, discuss the merits of the competitive bids, and rank them on value.

1	Completeness of Proposal	Pass/Fail
2	Qualifications & Experience	30 points
3	Approach/Strategy	30 points
4	Cost	30 points
5	Local Benefit	10 points
6	Total	100 points

<u>Completeness of Proposal</u>: Proposal must describe all items listed in rows 2-5 above and include a statement on compliance with the insurance requirements listed below.

<u>Qualifications & Experience</u>: Provide Contractor name, license number and proof of licensing currency, as applicable. Provide images and short descriptions of equipment, including fire suppression equipment, that will be used on the project. Provide the names/years of experience and role of each crew member. Also include the name and experience of the Contractor's representative who will be on-site managing the project daily. Provide a list of at least three references who can speak to the quality of your work and the integrity of your

company. The CCRCD recognizes that projects often require adjustments and is, therefore, seeking a workable/flexible contractor with the demonstrated ability to negotiate disputes in minimal time to the mutual benefit of both parties.

Approach/Strategy: Describe the strategy and sequence of operations, including your anticipated start date, work schedule, and completion date. Focus on the use of equipment and operator expertise in all areas of fuels reduction. Address ability and approach to work on slopes over 40%. CCRCD is seeking a contractor with a history of quality work that is performed safely without interruption apart from fire season restrictions, weather, and biological constraints. Finally, describe your most recent jobs that included the mastication/chipping of trees and brush including the date that each contract was executed, the date the contract was closed, and the acreage treated.

<u>Cost</u>: Provide cost per acre in proposal; costs include services for the entire estimated 144 project acres.

<u>Local Benefit</u>: In the interest of supporting local business and the local economy, 10 points will be awarded to Contractors based in Calaveras, Tuolumne, Amador, and Alpine Counties.

### **INSURANCE**

Selected Contractors, and their Subcontractors as applicable, must provide the Project Manager the following documents within five working days of being offered the contract. Failure to do so will trigger the CCRCD to revoke its offer and open contract negotiations with the runner-up bidder.

- 1. **Workers Compensation Coverage** Worker's Compensation Insurance and Employer's Liability Insurance for employees in accordance with the laws of the State of California (including requiring any authorized subcontractor to obtain such insurance for its employees).
- 2. **General Liability Coverage** Commercial general liability insurance with a minimum liability limit not less than \$2,000,000 for personal injury and property damages per occurrence.
- 3. **Automobile Liability Insurance** with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage. This insurance shall cover all vehicles including hired cars, owned and non-owned vehicles;
- 4. Contractor(s) shall add CCRCD to said insurance policies named as "additionally insured" and provide CCRCD with proof of insurance certificates for all insurance policies throughout the full duration of this Agreement.

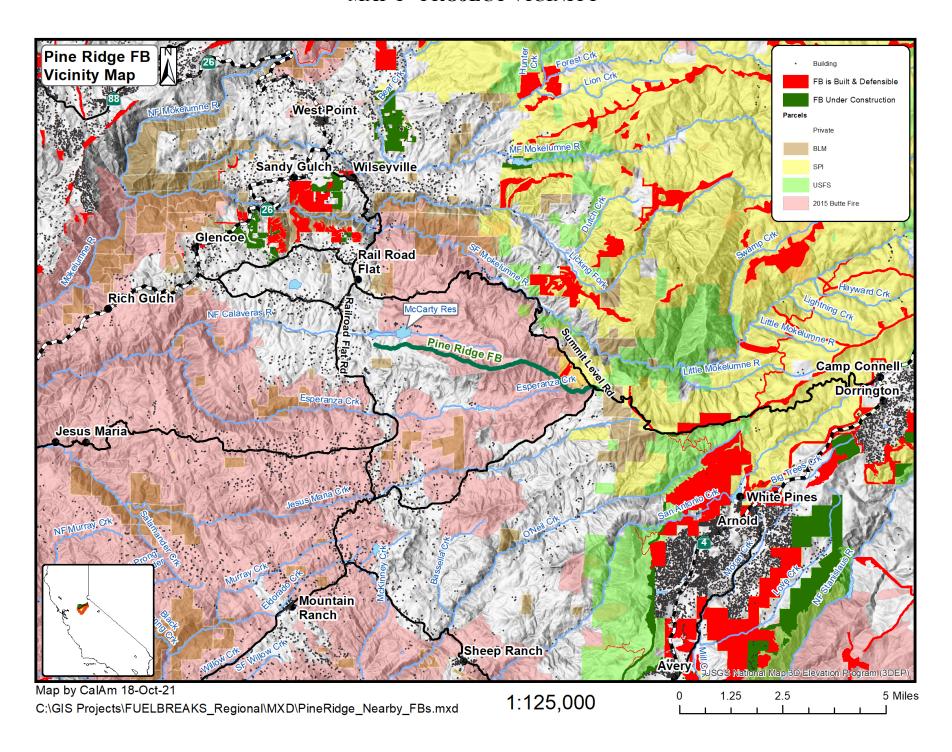
- 5. Contractors are encouraged to purchase 'Broad Form B' insurance.
- 6. If Contractor is a Licensed Timber Operator, proof of active license in good standing will suffice for items 1 and 2 above.

### **OTHER REQUIREMENTS**

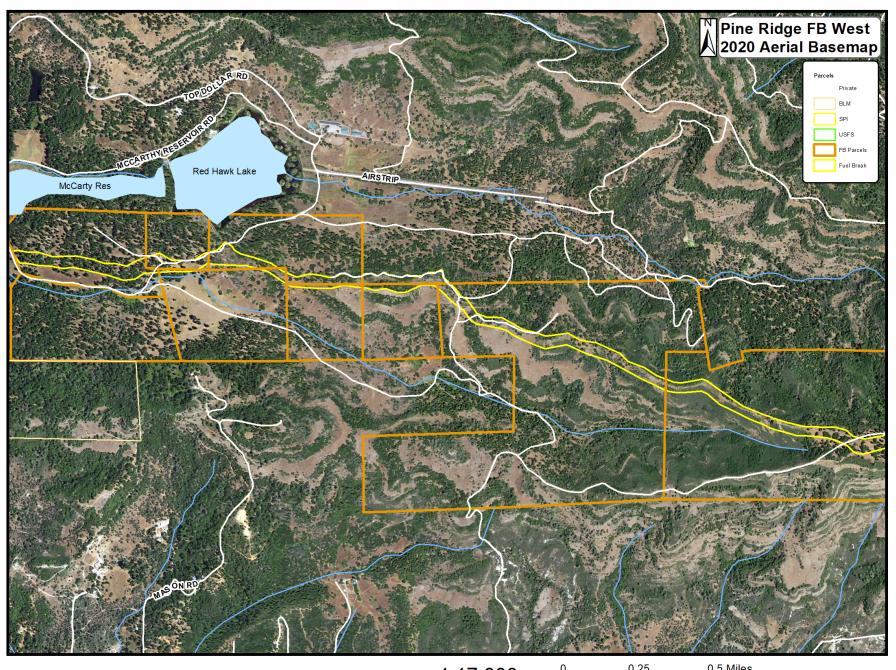
<u>Public Records Access</u>: Proposers should be aware that submitted proposals are subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of the proposers to clearly identify information in their proposals that they consider to be confidential/proprietary under the California Public Records Act. To the extent that the CCRCD agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

All information regarding the proposals will be held as confidential until such time as the Review Committee has completed its evaluation and, or if, contract negotiations are completed.

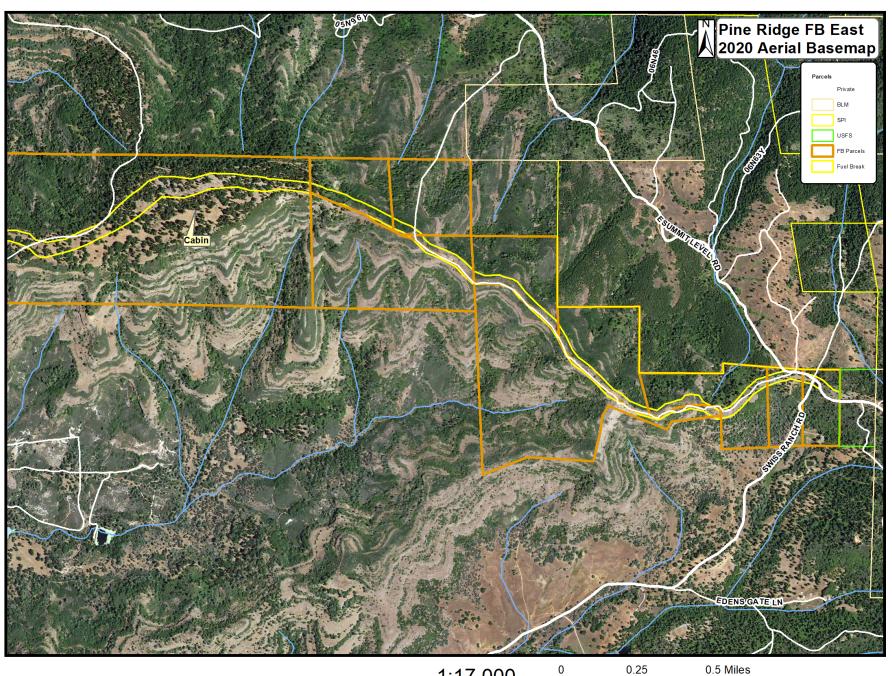
### **MAP 1 - PROJECT VICINITY**



### **MAP 2 - AERIAL WEST**



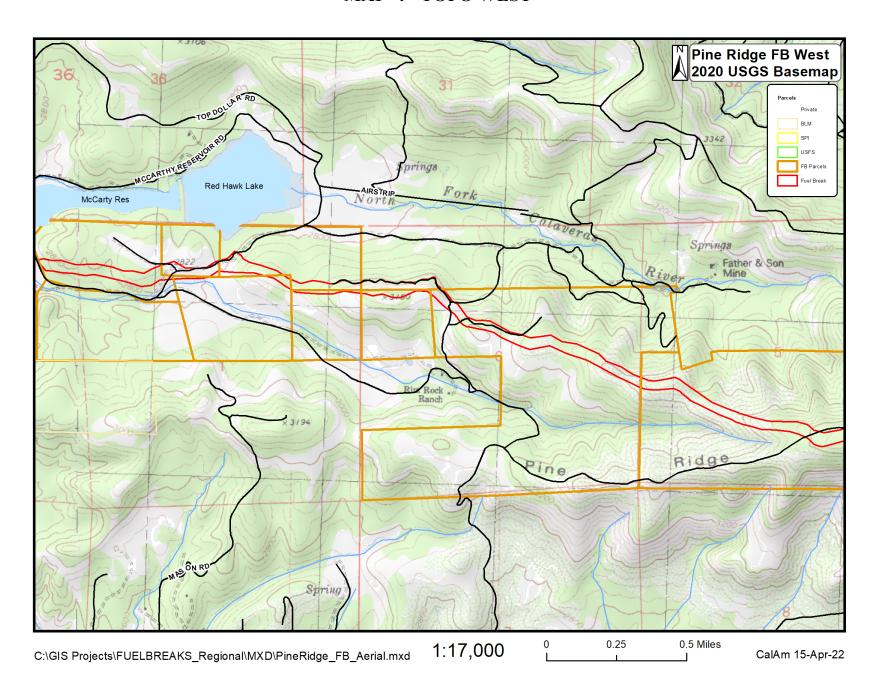
### **MAP 3 - AERIAL EAST**



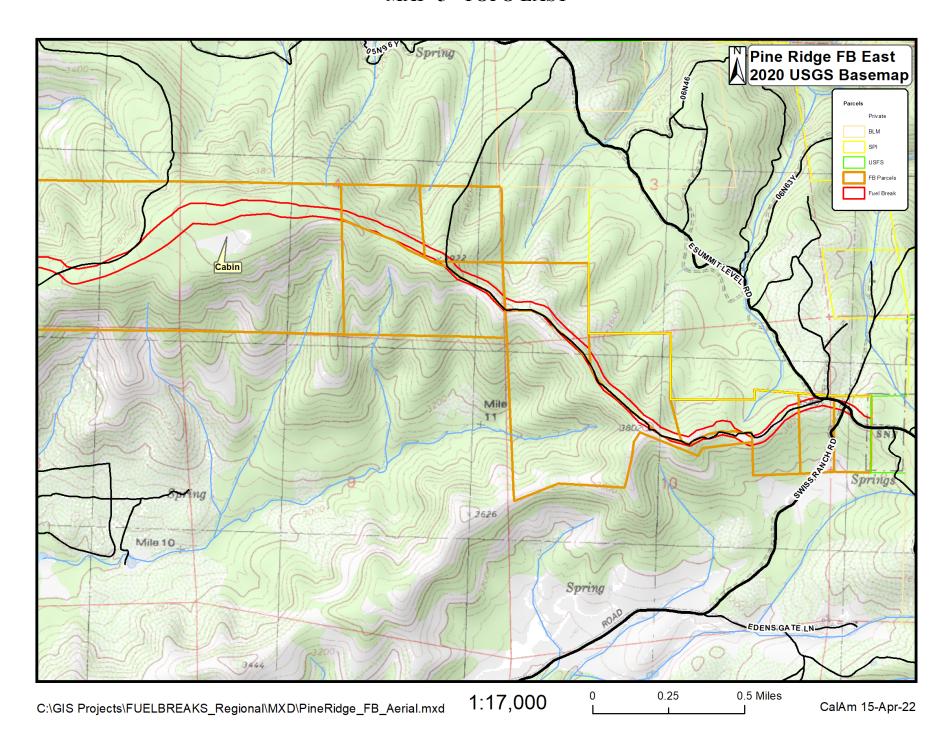
1:17,000

0.25 0.5 Miles

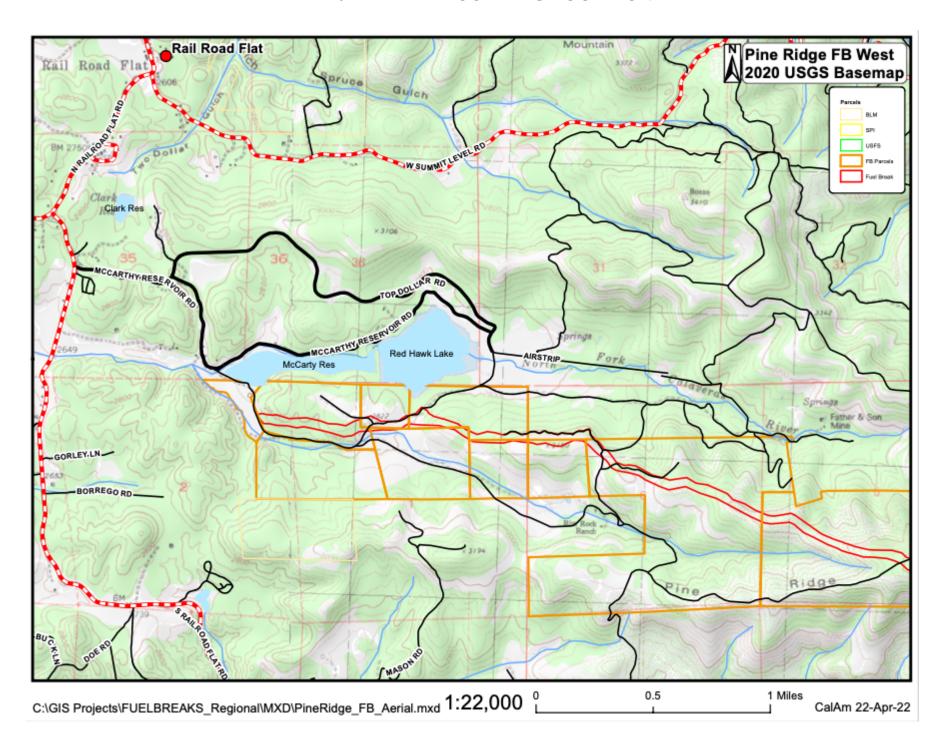
**MAP 4-TOPO WEST** 



**MAP 5-TOPO EAST** 



### **MAP 6 - PRE-BID TOUR MTG LOCATION**



# APPENDIX B CONTRACTOR'S PROPOSAL

An Honest Approach's proposal starts on next page.

### PINE RIDGE-SUMMIT LEVEL FUEL BREAK

### Sierra Nevada Conservancy Grant Agreement No. 1284

### **Proposal**

SUBMITTED BY: An Honest Approach LLC 5/11/2022

SUBMITTED TO: Kaylee Dillishaw

COMPANY MAILING ADDRESS: P.O. Box 18

Vallecito, CA 95251

CONTACT NAME: Tim Madden, Managing Member

CONTACT INFO: 209-226-3593

tmadden984@yahoo.com.com

### 2) Qualifications and Experience

An Honest Approach LLC is a company that specializes in fuel reduction, excavation and site preparation projects for public and private vegetation clearing, reforestation and fire resilient landscape projects. Based in the Central Sierra region, An Honest Approach LLC serves public and private customers throughout California with the goal of including state and federal agencies and other public funders of fuel reduction projects. Calaveras County Business License #BL-17557.

Founded in 2018, An Honest Approach LLC has developed project management expertise in completing NRCS federal grant-funded fuel reductions projects in Mariposa County as a subcontractor. Founder Tim Madden and Partner Steven Moore have more than 20 years' experience conducting fuel reduction projects, including mastication and vegetation clearing. An Honest Approach LLC now primarily serves private home owners providing the same fuel reduction, excavation and site preparation for Home Owners of Calaveras County we have cleared and prepared hundreds of acres. We live and work in beautiful Calaveras County.

### **Equipment List:**

2017 Hyundai Excavator HX145LCR	OP Weight 33,500 lbs.	124HP
2020 Fecon FTX 150	OP Weight 19,400 lbs.	150 HP
2014 John Deere Excavator 85G	OP Weight 19,500 lbs.	57 HP
2016 John Deere Skid Steer 333G	OP Weight 12,100 lbs.	100 HP
FAE MULCHING HEAD for Excavators		
FAE MULCHING HEAD for Skid Steer		
(GRAPPLES - 4 IN 1 BUCKET - GP BUCKET	for Skid Steer)	
2022 Multiquip High Pressure Water Trailer	525 Gallon Capacity	







### **Crew Members**

Steven Moore 15 years' experience

On Site Project Manager, Equipment Operator, Mechanic, has worked for Cal fire as a dozer operator on wildland fires.

Logging background: timber feller, deck hand, log loading, land clearing, dozer and masticator operator.

High Voltage background: line clearance, wood management supervisor, heavy equipment supervisor, tree line inspector, vegetation management inspector.

Creek Fire background: Vegetation & Tree inspector, Wood management.

David Romaine 10 years' experience Equipment Operator, private contractor Tim Madden 12 years' experience Equipment Operator Managing Member

On every project – including this proposed project – An Honest Approach LLC assigns Steven Moore (Partner) who oversees all company personnel, including subcontractors. This PM also

serves as our customer's first point of contact. They are the person responsible for maintaining project calendars, overseeing safety standards, coordinate work teams and tasks, anticipate bottlenecks, and keep the project on target to meet key deadlines for completion.

An Honest Approach LLC maintains a goal for every project to make sure our customers feel comfortable knowing their project is handled capably and professionally, and as safely as possible. We are flexible and very easy to communicate with.

#### Reference List

Michael Clarke	650-771-1277
Karen Airola	209-770-8983
Rob Dunn	209-743-4135
Brian Rolleri	209-770-6855
Dave Davenport	408-705-0920
Mark Sweeny	209-810-4124

# 3) Approach / Strategy

An Honest Approach LLC prides itself on providing excellent customer involved in ownership or stewardship of the lands on which we work. Our projects by and large have a common goal of improving fire safety and/or environmental viability in high-fire risk areas. Our methods of clearing, grubbing and vegetation debris removal always include mitigation alternatives to ensure that sensitive ecological and cultural resource areas are protected.

We believe it is integral in our efforts to restore environments, create safer landscapes or remove hazards, that we do less harm to the land than the disaster events we are trying to recover from or prevent.

Prior to the start of any project, the Project Manager Steven Moore, Tim Madden, and David Romaine will walk the project area to map agency-identified sensitive areas and areas of concern for safety or access. Identify areas for hand crews that masticators can't or should not enter.

The Project Manager uses these maps and notes to develop project work plans, schedule work tasks and goals, and assign hand and equipment crews to schedules that maximum efficiency in safely completing the scope of work. The work plan is regularly reviewed to determine what changes must be made to the plan to keep on target toward work completion goals. The Project Manager reviews weather and environmental conditions on a daily basis, and changes to project completion rates due to safety shut downs are communicated to our customers immediately.

Expected start date is May 23, 2022 Work Schedule is (4) 10-hour days minimum per week Expected finish date is May 15, 2023 Our Approach is very straight forward:

Arrive at the site and discuss the weather forecast and current conditions. During this time, we also review the Silviculture and Project Restrictions and Special Provisions as well as Resource Protection. We go over our Fire Plan and position our fire gear for the days expected acreage. We then check our equipment for any damage or potential leaks while performing our equipment maintenance and fuel.

We will begin on the West Side of the firebreak. We trim in the morning or in the evening then the excavators are out front clearing, picking up the trimming, checking for hazards and obstacles and picking the unreachable vegetation to throw out in front of the masticators. On slopes over 40% we determine if there is a way to navigate down to workable shelf or landing and masticate all that we can reach. We have a lot of experience on steep slopes, if it's stable, we will go there. The heavily rocked areas are not possible for us other than hand trimming or the reach of the masticator on the excavator. We are aggressive but safe. We run a tight ship together and as small as it may be, we cover a lot of ground and we've done it safely.

Our most recent jobs have been homeowner properties.

5 acres brush removal with Fecon tear down trees excavator deck logs Started 3/4/22 ended 3/6/22 Murphy's, CA

5 acres brush removal Fecon Started 3/10/22 ended 3/12/22 Mountain Ranch, CA.

6 acres brush removal Fecon Started 4/3/22 ended 4/5/22 Vallecito, CA.

4 acres brush removal Fecon tear down trees excavator deck logs Started 5/2/22 ended 5/6/22 Murphy's, CA.

7 acres brush removal Fecon and skid steer mastication Started 5/10/22 ending on 5/13/22 Murphy's CA

3 acres brush removal excavator tree feeling piling Started 5/10/22 ending on 5/13/22 Murphy's CA

# 4) Cost

\$1850.00 per acre at 144 acres Total \$266,400.00

# 5) Local Benefit

An Honest Approach LLC is located at 7570 Airola Road, Vallecito, CA 95251 We all live in Calaveras County

### Fire Plan

- Daily weather check for Red Flag warning and high winds
- Water trailer will be on site at all times ready to fight fire
- Fire station will be set up at water trailer with all tools necessary for all crew members
- First aid will be at the fire station
- All equipment and vehicles have fire extinguishers inside and onboard
- All crew members carry hand held radios for communication throughout the shift
- Continuous fire watch throughout the shift
- Up to 2-hour fire watch after the shift

If there is a fire start Cal Fire will be called immediately via 911 as well as Kaylee Dillishaw and anyone else that she directs us to inform.

The water trailer will be deployed immediately and the tractors will move in with a fire line containment. Fire tools will be used to put the fire dead out. Cal Fire will be called immediately after the fire is out.

If it cannot be contained, we have designated routes pre planned to meet at the airstrip assuring that we are all out and accounted for we will stage there is safe so we can direct Cal fire and other emergency personnel to the fire's location with accuracy. Our fallback position is the ranch headquarters shop area.

Steven and Tim have their Fireline safety training for hired equipment for Cal Fire and US Forest Service. David will be going through the course this month. All crew members are very aware of the fire danger as we all live in the Sierra Nevada Foothills. We have managed many big land clearing piles without incident. Every precaution will be taken every day to ensure a fire free work area, protecting the land and homeowners from an accidental start. We discuss our fire plan each morning and each fire watch in the evening and adapt as necessary.

# Insurance

We have all the insurance necessary to satisfy the requirements. Will be provided upon award.

I thank you for the opportunity to submit the proposal to you folks! Sincerely,

Tim Madden

# APPENDIX C PROOF OF INSURANCE CERTIFICATES

Insert Contractor's insurance certificates here



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/12/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.

		IVED, subject to	the 1	terms	and conditions of the po	licy, ce	rtain policies			. A state	ment	on
$\overline{}$	DUCER	oomor riginio to		7014.111		CONTAC NAME:		omason				
Wal	Iter R Reinhardt Insurance	Agency, Inc.				PHONE (A/C, No	(559) 22	26-4700		FAX (A/C, No):	(559) 2	226-2345
	West Shaw Avenue, Ste.					E-MAIL ADDRES	ss: donna@re	einhardtinsurar		(A/C, NO):		
						7.557.65		SURER(S) AFFOR	DING COVERAGE			NAIC#
Fre	sno				CA 93704-2516	INSURE	RA: Scottsda	le Insurance C				41297
INSU	JRED					INSURE	RB: State Co	mp Ins Fund				35076
	An Honest Ap	proach, LLC				INSURE	RC: Starstone	e National Insu	rance Co.			25496
	P.O. Box 18					INSURE	RD:					
						INSURE	RE:					
	Vallecito				CA 95251	INSURE						
_	VERAGES				NUMBER: 22-23 Master				REVISION NUME			
IN C E	IDICATED. NOTWITHSTAN ERTIFICATE MAY BE ISSUI XCLUSIONS AND CONDITI	IDING ANY REQUI	REME AIN, TI LICIE	NT, TE HE INS S. LIM	LISTED BELOW HAVE BEEN RM OR CONDITION OF ANY SURANCE AFFORDED BY THE ITS SHOWN MAY HAVE BEEN	CONTRA POLICI	ACT OR OTHER IES DESCRIBEI CED BY PAID CL	DOCUMENT V DHEREIN IS SI AIMS.	MTH RESPECT TO	WHICH TH		
INSR LTR	TYPE OF INSUF	RANCE	INSD	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS		
	COMMERCIAL GENERA	AL LIABILITY							EACH OCCURRENCE		Φ	0,000
	CLAIMS-MADE	OCCUR							PREMISES (Ea occurr	rence)	\$ 100,	
А					CPS7671146		11/05/2022	11/05/2023	MED EXP (Any one pe		5,00	0,000
^					CF37071140		11/03/2022	11/03/2023	PERSONAL & ADV IN		2.00	0,000
	GEN'L AGGREGATE LIMIT AP POLICY PRO- JECT								GENERAL AGGREGA		2.00	0,000
		LOC							PRODUCTS - COMP/0		\$ 2,00° \$	-,000
	OTHER: AUTOMOBILE LIABILITY		_						COMBINED SINGLE L	14.417	\$	
	ANY AUTO								(Ea accident) BODILY INJURY (Per	person)	\$	
	OWNED AUTOS ONLY	SCHEDULED AUTOS							BODILY INJURY (Per	accident)	\$	
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)		\$	
	THE POST OFFICE AND ADDRESS OF THE POST OF	7.0100 01121							,		\$	
	UMBRELLA LIAB	OCCUR							EACH OCCURRENCE		\$ 1,00	0,000
С	X EXCESS LIAB	CLAIMS-MADE			74237P221-ALI		11/05/2022	11/05/2023	AGGREGATE		\$ 1,00	0,000
	DED RETENTIO	N \$							\$ 4 DED		\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N							➤ PER STATUTE	OTH- ER	4.00	2.000
В	ANY PROPRIETOR/PARTNER/ OFFICER/MEMBER EXCLUDE	EXECUTIVE C	N/A		9323558-22		08/30/2022	08/30/2023	E.L. EACH ACCIDENT		4.00	0,000
	If yes, describe under								E.L. DISEASE - EA EN		\$ 1,00 \$ 1,00	
	DÉSCRIPTION OF OPERATION	NS below							E.L. DISEASE - POLICE Limit	CYLIMIT		0,321
А	INLAND MARINE				CPS7671146		11/05/2022	11/05/2023	Deductible		\$1,0	,
DESC	CRIPTION OF OPERATIONS / L	OCATIONS / VEHICLE	ES (AC	CORD 1	01, Additional Remarks Schedule,	may be a	ttached if more sp	oace is required)				
CEI	RTIFICATE HOLDER					CANC	ELLATION					
	Calaveras Cou P.O. Box 1041	unty Resource Co	nserva	ation [	District	ACC		ATE THEREOF	SCRIBED POLICIES , NOTICE WILL BE / PROVISIONS.			) BEFORE
	San Andreas				CA 95249			_	and will			

**EVIDENCE OF INSURANCE - STATE OF CALIFORNIA** 

Commercial Policy AN HONEST APPROACH LLC

Expiration Date: 05/11/2023
PO BOX 18

NAIC Number: 21652

VALLECITO, CA 95251

Vehicle I.D. No: 3C63RRJL1FG567801

Policy Number: 606992717

Effective Date: 09/30/2022

Year: 2015 Make: RAM Model: 3500 LARAMIE

Farmers Insurance Exchange

, an authorized

**KEEP WITH** 

**VEHICLE** 

California Insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle.

Agent Name: Jeffrey Shaw Phone No: 209-742-6660

25-7699 10-12

READ BELOW CAREFULLY. A7699201

# **READ CAREFULLY**

THE CALIFORNIA FINANCIAL RESPONSIBILITY ACT, (SECTION 16020) OF THE VEHICLE CODE, REQUIRES EVERY OWNER OR OPERATOR OF A VEHICLE SUBJECT TO THE REQUIREMENTS OF THE FINANCIAL RESPONSIBILITY ACT SHALL CARRY EVIDENCE OF FINANCIAL RESPONSIBILITY IN THE VEHICLE AT ALL TIMES. UNDER VEHICLE CODE (SECTION 16025) EVERY DRIVER INVOLVED IN AN ACCIDENT MUST PROVIDE EVIDENCE OF FINANCIAL RESPONSIBILITY AT THE SCENE. FAILURE TO COMPLY IS AN INFRACTION AND SHALL BE PUNISHABLE BY A FINE OF NOT MORE THAN TWO HUNDRED FIFTY DOLLARS (\$250).

### What to do in case of accident

- 1. Stop and check for injuries. Call an ambulance, if anyone is injured.
- 2. Warn other drivers to prevent further damage. Set flares. Signal with flashlight at night.
- 3. Notify the police. Many times a passing driver or bystander will do this for you.
- **4. Gather the facts.** Be sure to get the names of witnesses, as well as other pertinent information. (i.e. driver's license #, insurance information and description of the other vehicle)
- **5. Be careful what you say.** Don't admit responsibility. Investigation may show you were not responsible.
- **6. Report to proper authorities.** Each state has its own requirements for such reports. Know the law for your state and comply.
- 7. CONTACT HELPPOINT® IMMEDIATELY! FOR 24 HOUR CLAIMS SERVICE, CALL US TOLL FREE AT 1-800-HELPPOINT (1-800-435-7764) FOR ASSISTANCE, PARA ESPA¥OL LLAME AL 1-877-RECLAMO (1-877-732-5266).

FARMERS INSURANCE GROUP OF COMPANIES • 4680 WILSHIRE BLVD, LOS ANGELES, CA 90010

INVALID UNLESS PREMIUM IS PAID

**EVIDENCE OF INSURANCE - STATE OF CALIFORNIA** 

**Commercial Policy** 

AN HONEST APPROACH LLC

PO BOX 18

VALLECITO, CA 95251

Policy Number: 606992717

Effective Date: 09/30/2022 Expiration Date: 05/11/2023

NAIC Number: 21652

Vehicle I.D. No: 3C63RRJL1FG567801

Year: 2015 Make: RAM Model: 3500 LARAMIE

Farmers Insurance Exchange

, an authorized

California Insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle.

Agent Name: Jeffrey Shaw Phone No: 209-742-6660

DMV REGISTRATION COPY

25-7699 10-12

**DMV COPY** PRESENT THIS COPY TO THE DMV FOR REGISTRATION OF YOUR VEHICLE.

A7699202

The California Department of Motor Vehicles (DMV) now requires proof of insurance when registering your vehicle. On this page is the DMV's copy of the Evidence of Insurance form. Please provide this form to the DMV when registering your vehicle.

**EVIDENCE OF INSURANCE - STATE OF CALIFORNIA** 

Commercial Policy AN HONEST APPROACH LLC

Expiration Date: 05/11/2023 7570 AIROLA RD NAIC Number: 21652

VALLECITO, CA 95251

Vehicle I.D. No: 3D7KS28L79G527707

Policy Number: 606992717

Effective Date: 05/11/2022

Year: 2009 Make: DODGE Model: RAM 2500

Farmers Insurance Exchange

, an authorized

**KEEP WITH** 

**VEHICLE** 

California Insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle.

Agent Name: Jeffrey Shaw Phone No: 209-742-6660

25-7699 10-12

READ BELOW CAREFULLY. A7699201

# **READ CAREFULLY**

THE CALIFORNIA FINANCIAL RESPONSIBILITY ACT, (SECTION 16020) OF THE VEHICLE CODE, REQUIRES EVERY OWNER OR OPERATOR OF A VEHICLE SUBJECT TO THE REQUIREMENTS OF THE FINANCIAL RESPONSIBILITY ACT SHALL CARRY EVIDENCE OF FINANCIAL RESPONSIBILITY IN THE VEHICLE AT ALL TIMES. UNDER VEHICLE CODE (SECTION 16025) EVERY DRIVER INVOLVED IN AN ACCIDENT MUST PROVIDE EVIDENCE OF FINANCIAL RESPONSIBILITY AT THE SCENE. FAILURE TO COMPLY IS AN INFRACTION AND SHALL BE PUNISHABLE BY A FINE OF NOT MORE THAN TWO HUNDRED FIFTY DOLLARS (\$250).

### What to do in case of accident

- 1. Stop and check for injuries. Call an ambulance, if anyone is injured.
- 2. Warn other drivers to prevent further damage. Set flares. Signal with flashlight at night.
- 3. Notify the police. Many times a passing driver or bystander will do this for you.
- **4. Gather the facts.** Be sure to get the names of witnesses, as well as other pertinent information. (i.e. driver's license #, insurance information and description of the other vehicle)
- **5. Be careful what you say.** Don't admit responsibility. Investigation may show you were not responsible.
- **6. Report to proper authorities.** Each state has its own requirements for such reports. Know the law for your state and comply.
- 7. CONTACT HELPPOINT® IMMEDIATELY! FOR 24 HOUR CLAIMS SERVICE, CALL US TOLL FREE AT 1-800-HELPPOINT (1-800-435-7764) FOR ASSISTANCE, PARA ESPA¥OL LLAME AL 1-877-RECLAMO (1-877-732-5266).

FARMERS INSURANCE GROUP OF COMPANIES • 4680 WILSHIRE BLVD, LOS ANGELES, CA 90010

INVALID UNLESS PREMIUM IS PAID

**EVIDENCE OF INSURANCE - STATE OF CALIFORNIA** 

**Commercial Policy** 

AN HONEST APPROACH LLC

7570 AIROLA RD VALLECITO, CA 95251 Effective Date: 05/11/2022

Expiration Date: 05/11/2023

Policy Number: 606992717

NAIC Number: 21652

Vehicle I.D. No: 3D7KS28L79G527707

Year: 2009 Make: DODGE Model: **RAM 2500** 

Farmers Insurance Exchange

, an authorized

California Insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle.

Agent Name: Jeffrey Shaw

DMV REGISTRATION COPY

Phone No: 209-742-6660

25-7699 10-12

**DMV COPY** PRESENT THIS COPY TO THE DMV FOR REGISTRATION OF YOUR VEHICLE.

A7699202

The California Department of Motor Vehicles (DMV) now requires proof of insurance when registering your vehicle. On this page is the DMV's copy of the Evidence of Insurance form. Please provide this form to the DMV when registering your vehicle.

**EVIDENCE OF INSURANCE - STATE OF CALIFORNIA** 

Commercial Policy AN HONEST APPROACH LLC

Expiration Date: 05/11/2023 7570 AIROLA RD NAIC Number: 21652

VALLECITO, CA 95251

Vehicle I.D. No: 1FDWF35P96EA79420

Policy Number: 606992717

Effective Date: 05/11/2022

Year: 2006 Make: FORD Model: F350 SRW SUPER DUTY

Farmers Insurance Exchange

, an authorized

**KEEP WITH** 

**VEHICLE** 

California Insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle.

Agent Name: Jeffrey Shaw Phone No: 209-742-6660

25-7699 10-12

READ BELOW CAREFULLY. A7699201

# **READ CAREFULLY**

THE CALIFORNIA FINANCIAL RESPONSIBILITY ACT, (SECTION 16020) OF THE VEHICLE CODE, REQUIRES EVERY OWNER OR OPERATOR OF A VEHICLE SUBJECT TO THE REQUIREMENTS OF THE FINANCIAL RESPONSIBILITY ACT SHALL CARRY EVIDENCE OF FINANCIAL RESPONSIBILITY IN THE VEHICLE AT ALL TIMES. UNDER VEHICLE CODE (SECTION 16025) EVERY DRIVER INVOLVED IN AN ACCIDENT MUST PROVIDE EVIDENCE OF FINANCIAL RESPONSIBILITY AT THE SCENE. FAILURE TO COMPLY IS AN INFRACTION AND SHALL BE PUNISHABLE BY A FINE OF NOT MORE THAN TWO HUNDRED FIFTY DOLLARS (\$250).

### What to do in case of accident

- 1. Stop and check for injuries. Call an ambulance, if anyone is injured.
- 2. Warn other drivers to prevent further damage. Set flares. Signal with flashlight at night.
- 3. Notify the police. Many times a passing driver or bystander will do this for you.
- **4. Gather the facts.** Be sure to get the names of witnesses, as well as other pertinent information. (i.e. driver's license #, insurance information and description of the other vehicle)
- **5. Be careful what you say.** Don't admit responsibility. Investigation may show you were not responsible.
- **6. Report to proper authorities.** Each state has its own requirements for such reports. Know the law for your state and comply.
- 7. CONTACT HELPPOINT® IMMEDIATELY! FOR 24 HOUR CLAIMS SERVICE, CALL US TOLL FREE AT 1-800-HELPPOINT (1-800-435-7764) FOR ASSISTANCE, PARA ESPA¥OL LLAME AL 1-877-RECLAMO (1-877-732-5266).

FARMERS INSURANCE GROUP OF COMPANIES • 4680 WILSHIRE BLVD, LOS ANGELES, CA 90010

INVALID UNLESS PREMIUM IS PAID

**EVIDENCE OF INSURANCE - STATE OF CALIFORNIA** 

**Commercial Policy** 

AN HONEST APPROACH LLC

7570 AIROLA RD VALLECITO, CA 95251 Policy Number: 606992717 Effective Date: 05/11/2022

Expiration Date: 05/11/2023 NAIC Number: 21652

Vehicle I.D. No: 1FDWF35P96EA79420

Year: 2006 Make: FORD Model: F350 SRW SUPER DUTY

Farmers Insurance Exchange

, an authorized

California Insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle.

Agent Name: Jeffrey Shaw

DMV REGISTRATION COPY

Phone No: 209-742-6660

25-7699 10-12

**DMV COPY** PRESENT THIS COPY TO THE DMV FOR REGISTRATION OF YOUR VEHICLE.

A7699202

The California Department of Motor Vehicles (DMV) now requires proof of insurance when registering your vehicle. On this page is the DMV's copy of the Evidence of Insurance form. Please provide this form to the DMV when registering your vehicle.



SAN FRANCISCO

### POLICY DECLARATIONS

CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON,

# CONTINUOUS POLICY 9323558-22

INTERIM

PREMIUM BASIS

BASE RATE BILLING RATE\*

SUBJECT TO VERIFICATION AT THE TIME OF FINAL AUDIT THAT THE EMPLOYEE'S REGULAR HOURLY WAGE EQUALS OR EXCEEDS \$34.00 PER HOUR. THE PAYROLL OF AN EMPLOYEE WHOSE REGULAR HOURLY WAGE IS NOT SHOWN TO EQUAL OR EXCEED \$34.00 PER HOUR SHALL BE CLASSIFIED AS 6218(2), "GRADING LAND."

\*\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*

FEIN 863296943



SAN FRANCISCO

POLICY DECLARATIONS

CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.

THIS INSURANCE IS EFFECTIVE FROM 12:01 A.M., PACIFIC STANDARD TIME 8-26-22 TO 8-26-23 AND SHALL AUTOMATICALLY RENEW EACH 8-26 UNTIL CANCELLED

CONTINUOUS POLICY 9323558-22

AN HONEST APPROACH

DEPOSIT PREMIUM

\$0.00

7570 AIROLA RD VALLECITO, CALIF 95251

MINIMUM PREMIUM
PREMIUM ADJUSTMENT PERIOD

\$1,935.00 MONTHLY

N NE

NAME OF EMPLOYER-

AN HONEST APPROACH

TRADE NAMES-

AN HONEST APPROACH

LOCATIONS-

7570 AIROLA RD

VALLECITO

CA 95251

- WORKERS' COMPENSATION INSURANCE PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
- 2. EMPLOYER'S LIABILITY INSURANCE PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 08-26-22 TO 08-26-23

		PREMIUM BASIS	BASE RATE	INTERIM BILLING RATE*
6218-2	GRADING LANDN.O.CINCLUDING BORROWING, FILLING OR BACKFILLING EMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED \$34.00 PER HOUR	183600	12.90	12.27
6220-2	GRADING LANDN.O.CINCLUDING BORROWING, FILLING OR BACKFILLING EMPLOYEES WHOSE REGULAR HOURLY WAGE EQUALS OR EXCEEDS \$34.00 PER HOUR ASSIGNMENT OF THIS CLASSIFICATION IS	0	7.39	7.03

TOTAL ESTIMATED ANNUAL PREMIUM

\$22,529



SAN FRANCISCO

POLICY DECLARATIONS

CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.

THIS INSURANCE IS EFFECTIVE FROM 12:01 A.M., PACIFIC STANDARD TIME 8-26-22 TO 8-26-23 AND SHALL AUTOMATICALLY RENEW EACH 8-26 UNTIL CANCELLED

CONTINUOUS POLICY 9323558-22

AN HONEST APPROACH

DEPOSIT PREMIUM

\$0.00

7570 AIROLA RD VALLECITO, CALIF 95251

MINIMUM PREMIUM PREMIUM ADJUSTMENT PERIOD \$1,935.00 MONTHLY N NE

NAME OF EMPLOYER- AN HONEST APPROACH

TRADE NAMES-

AN HONEST APPROACH

LOCATIONS-

7570 AIROLA RD

VALLECITO

CA 95251

- 1. WORKERS' COMPENSATION INSURANCE PART ONE OF THIS POLICY APPLIES TO THE WORKERS' COMPENSATION LAWS OF THE STATE OF CALIFORNIA.
- 2. EMPLOYER'S LIABILITY INSURANCE PART TWO OF THIS POLICY APPLIES TO LIABILITY UNDER THE LAWS OF THE STATE OF CALIFORNIA. THE LIMIT OF OUR LIABILITY INCLUDING DEFENSE COSTS UNDER PART TWO IS,

\$1,000,000

CODE NO. PRINCIPAL WORK AND RATES EFFECTIVE FROM 08-26-22 TO 08-26-23

		PREMIUM BASIS	BASE RATE	INTERIM BILLING RATE*
6218-2	GRADING LANDN.O.CINCLUDING BORROWING, FILLING OR BACKFILLINGEMPLOYEES WHOSE REGULAR HOURLY WAGE DOES NOT EQUAL OR EXCEED \$34.00 PER HOUR	183600	12.90	12.27
6220-2	GRADING LANDN.O.CINCLUDING BORROWING, FILLING OR BACKFILLING EMPLOYEES WHOSE REGULAR HOURLY WAGE EQUALS OR EXCEEDS \$34.00 PER HOUR ASSIGNMENT OF THIS CLASSIFICATION IS	0	7.39	7.03

TOTAL ESTIMATED ANNUAL PREMIUM

\$22,529



SAN FRANCISCO

POLICY DECLARATIONS

# CALIFORNIA WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY POLICY

THESE DECLARATIONS ARE A PART OF THE WORKERS' COMPENSATION POLICY INDICATED HEREON.

### CONTINUOUS POLICY 9323558-22

INTERIM

PREMIUM

BASE

BILLING

BASIS

**RATE** 

RATE\*

SUBJECT TO VERIFICATION AT THE TIME OF FINAL AUDIT THAT THE EMPLOYEE'S REGULAR HOURLY WAGE EQUALS OR EXCEEDS \$34.00 PER HOUR. THE PAYROLL OF AN EMPLOYEE WHOSE REGULAR HOURLY WAGE IS NOT SHOWN TO EQUAL OR EXCEED \$34.00 PER HOUR SHALL BE CLASSIFIED AS 6218(2). "GRADING LAND."

\*\*\*\*\*\*BUREAU NOTE INFORMATION\*\*\*\*\*\*

FEIN 863296943

Policy Number: 60699-27-17 Effective Date: 09-30-2022

# ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

\*This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

Coverage	*Covered Auto Designation Symbols	Limit Of Insurance	Premium
Liability	7 8 9	\$1,000,000/1,000,000/100,000	\$8,091
Medical Payments	7	See ITEM THREE	\$159
Uninsured Motorist	7	See ITEM THREE	\$598
Underinsured Motorist	7	See ITEM THREE	Included
Comprehensive	7 8	Actual Cash Value or Cost of Repair, whichever is less, minus applicable deductible for each covered auto. But no deductible applies to loss caused by Fire or Lightning. See ITEM FOUR for hired or borrowed "Autos".	\$262
Collision	7 8	Actual Cash Value or Cost of Repair, whichever is less, minus applicable deductible for each covered auto. See ITEM FOUR for hired or borrowed "Autos".	\$1,221
	**Premium for 0	Other Coverages and Endorsements	\$757
	Total Premium	1 1	\$11,088

<sup>\*\*</sup>For details of "Other Coverages", see ITEM FOUR, ITEM FIVE, and POLICY FORMS AND ENDORSEMENTS.



Farmers Insurance Exchange (A Reciprocal Insurer)

A Part Of The Farmers Insurance Group Of Companies®

Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

# **POLICY DECLARATIONS BUSINESS AUTO**

1962年高度

v 01.00

**ITEM ONE** 

Named

AN HONEST APPROACH LLC

Insured

Mailing

PO BOX 18

Address VALLECITO, CA 95251-0018

Policy Number 60699-27-17

**Policy** 

From 09-30-2022

Period

05-11-2023 12:01 A.M. Standard time at your mailing address shown above.

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide insurance as stated in this policy. We provide insurance only for those Coverages described and for which a specific limit of insurance is shown.

Your Agent Jeffrey Shaw

Po Box 1903

Mariposa, CA 95338 (209) 742-6660

Email: jshaw@farmersagent.com

License #: 0g83691





Farmers Insurance Exchange (A Reciprocal Insurer)

A Part Of The Farmers Insurance Group Of Companies®

Home Office: 6301 Owensmouth Ave., Woodland Hills, CA 91367

# **POLICY DECLARATIONS BUSINESS AUTO**

一种四种设施的

v 01.00

**ITEM ONE** 

Named

AN HONEST APPROACH LLC

Insured

Mailing

PO BOX 18

Address VALLECITO, CA 95251-0018

Policy Number 60699-27-17

**Policy** 

From 09-30-2022

Period

05-11-2023 12:01 A.M. Standard time at your mailing address shown above.

In return for the payment of premium and subject to all the terms of this policy, we agree with you to provide insurance as stated in this policy. We provide insurance only for those Coverages described and for which a specific limit of insurance is shown.

Your Agent Jeffrey Shaw

Po Box 1903

Mariposa, CA 95338 (209) 742-6660

Email: jshaw@farmersagent.com

License #: 0g83691



Policy Number: 60699-27-17 Effective Date: 09-30-2022

# ITEM TWO - SCHEDULE OF COVERAGES AND COVERED AUTOS

\*This policy provides only those coverages where a charge is shown in the premium column below. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

Coverage	*Covered Auto Designation Symbols	Limit Of Insurance	Premium
Liability	789	\$1,000,000/1,000,000/100,000	\$8,091
Medical Payments	7	See ITEM THREE	\$159
Uninsured Motorist	7	See ITEM THREE	\$598
Underinsured Motorist	7	See ITEM THREE	Included
Comprehensive	7 8	Actual Cash Value or Cost of Repair, whichever is less, minus applicable deductible for each covered auto. But no deductible applies to loss caused by Fire or Lightning. See ITEM FOUR for hired or borrowed "Autos".	\$262
Collision	7 8	Actual Cash Value or Cost of Repair, whichever is less, minus applicable deductible for each covered auto. See ITEM FOUR for hired or borrowed "Autos".	\$1,221
	d		
	**Premium for	Other Coverages and Endorsements	\$757
	Total Premium		\$11,088

<sup>\*\*</sup>For details of "Other Coverages", see ITEM FOUR, ITEM FIVE, and POLICY FORMS AND ENDORSEMENTS.

Policy Number: 60699-27-17 Effective Date: 09-30-2022

# ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN (DETAIL)

Covered Auto No.: 004 Description: 2014 RAM 3500 LARAM		VIN: 3C63RRJL1EG567801 Garaging Zip: 95251				
Coverage	and the second	Limit Of Insurance Or Deductible	Premium			
Liability	\$1,000,0	00/1,000,000/100,000	\$2,102			
Medical Payments	\$1,000		\$37			
Uninsured Motorist	\$1,000,0	00	\$133			
Underinsured Motorist	Included		Included			
Comprehensive	\$500 Dec	luctible	\$105			
Collision	\$500 Ded	luctible	\$566			
9 1						
		Vehicle Total Premium	\$2,943			

Covered Auto No.: Description:	VIN: Garaging Zip:					
Coverage	Limit Of Insurance Or Deductible	Premium				
10.50		- 1997				
*.00,		1-1-				
		* 10 1 4				
		E 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2				
	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -					
	Vehicle Total Premium					

。中华年期后20mm年为15

# ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN (DETAIL)

CANCELLINE AND AND A

Covered Auto No.: 001 Description: 2009 DODGE RAM 2500	VIN: 3D7KS28L79G527 Garaging Zip: 95251	707
Coverage	Limit Of Insurance Or Deductible	Premium
Liability	\$1,000,000/1,000,000/100,000	\$3,039
Medical Payments	\$1,000	\$61
Uninsured Motorist	\$1,000,000	\$217
Underinsured Motorist	Included	Included
Comprehensive	\$500 Deductible	\$157
Collision	\$500 Deductible	\$655
	Vehicle Total Premium	\$4,129

Covered Auto No.: 002  Description: 2006 FORD F350 SRW S		VIN: 1FDWF35P96EA79420 Garaging Zip: 95251			
Coverage		Limit Of Insurance Or Deductible	Premium		
Liability	\$1,000,000	0/1,000,000/100,000	\$2,950		
Medical Payments	\$1,000		\$61		
Uninsured Motorist	\$1,000,000	0	\$248		
Underinsured Motorist	Included		Included		
Uninsured Motorist Property Damage	\$3,500		Included		
		Vehicle Total Premium	\$3,259		



Policy Number: 60699-27-17 Effective Date: 09-30-2022

# ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN (DETAIL)

Covered Auto No.: 001  Description: 2009 DODGE RAM 2500	VIN: 3D7KS28L79G5277 Garaging Zip: 95251	707
Coverage	Limit Of Insurance Or Deductible	Premium
Liability	\$1,000,000/1,000,000/100,000	\$3,039
Medical Payments	\$1,000	\$61
Uninsured Motorist	\$1,000,000	\$217
Underinsured Motorist	Included	Included
Comprehensive	\$500 Deductible	\$157
Collision	\$500 Deductible	\$655
		AA4 12
		10.00
		9
and the state of t		
	Vehicle Total Premium	\$4,129

Covered Auto No.: 002 Description: 2006 FORD F350 SRW S		VIN: 1FDWF35P96EA79420 Garaging Zip: 95251		
Coverage		Limit Of Insurance Or Deductible	Premium	
Liability	\$1,000,00	0/1,000,000/100,000	\$2,950	
Medical Payments	\$1,000		\$61	
Uninsured Motorist	\$1,000,00	0	\$248	
Underinsured Motorist	Included		Included	
Uninsured Motorist Property Damage	\$3,500		Included	
		Vehicle Total Premium	\$3,259	



Policy Number: 60699-27-17 Effective Date: 09-30-2022

# ITEM THREE - SCHEDULE OF COVERED AUTOS YOU OWN (DETAIL)

Covered Auto No.: 004  Description: 2014 RAM 3500 LARAM	VIN: 3C63RRJL1EG567801  Garaging Zip: 95251						
Coverage	Limit Of Insurance Or Deductible	Premium					
Liability	\$1,000,000/1,000,000/100,000	\$2,102					
Medical Payments	\$1,000	\$37					
Uninsured Motorist	\$1,000,000	\$133					
Underinsured Motorist	Included	Included					
Comprehensive	\$500 Deductible	\$105					
Collision	\$500 Deductible	\$566					
	Vehicle Total Premium	\$2,943					

	VIN: Garaging Zip:								
	Limit Of Insurance Or Deductible	Premium							
(8)									
	Vehicle Total Premium								
		Garaging Zip: Limit Of Insurance Or Deductible							

# APPENDIX D PAYMENT SCHEDULE

Project Name: Pine Ridge-Summit Level Fuelbreak Maintenance

Grant Agreement: SNC 1284

CCRCD will pay CONTRACTOR upon completion of prescribed treatments per acre according to the following payment schedule:

- a) When a section of work has been completed and CONTRACTOR wishes to submit an invoice, the Project Manager will validate the number of acres treated and verify that the prescription for the project unit has been fulfilled.
- b) CONTRACTOR shall provide invoices no more frequently than twice monthly based on the number of acres completed and the total amount for the billing period approved by the Executive Director and by a representative of GRANTOR when applicable.
- c) If requested by the CCRCD, the Contractor shall provide any further documentation it has or can reasonably generate to verify the compensation and reimbursement sought by the Contractor.
- d) Contractor and the CCRCD Contract Manager shall work in good faith to resolve any invoicing discrepancies within 10 business days after notification that the discrepancy exists. Should a discrepancy result in a partial rejection of any item(s) invoiced, the Contractor shall submit a revised invoice for payment.
- e) Compensation shall be calculated by multiplying the number of completed acres by \$1850 for a total amount invoiced.
- f) Total compensation for services shall not exceed \$266,400 <u>\$322,200</u>, based upon treated acres. CONTRACTOR reimbursement requests shall be in the form of itemized invoices submitted to the CCRCD Project Manager.
- g) Payment of said invoices shall not be past due until thirty (30) days after CCRCD has received the funds from GRANTOR.
- h) If funding for any fiscal year is reduced or deleted by the GRANTOR budget for purposes of this project as described in Section 6 of the Agreement the CCRCD shall have the option to either cancel this Agreement or to offer an Agreement amendment to CONTRACTOR to reflect the reduced amount.
- i) CONTRACTOR will submit invoices for completed

tasks to:

Calaveras County Resource Conservation District

Attn: Kaylee Dillashaw

PO Box 1041

San Andreas, CA 95249

Email: kdillashaw@calaverasrcd.org

j) Each invoice must be accompanied with a completed Job Reporting Form (APPENDIX E)

# APPENDIX E JOB REPORTING FORM

Required job reporting form provided on next page.



Contractor

#### CALAVERAS COUNTY RESOURCE CONSERVATION DISTRICT

PO Box 1041 • 423 E. St Charles St. • San Andreas, CA 95249 info@CalaverasRCD.org

#### JOB REPORTING FORM

The Forest and Watershed Health Grant Program that funds this project is funded by the Sierra Nevada Conservancy, an agency of the State of California, under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 (Proposition 68). To assure accountability and transparency, CCRCD will collect and report data defining the benefits from the investment in this project.

Each invoice submitted to CCRCD must include the job classes, job education required, job experience required, total hours worked, and average hourly wage paid in the performance of this project.

In addition, we will report if you provided the following: Employer-paid Health Insurance, Paid Leave, Retirement Plan

and

.2023

This form must be completed and submitted with each invoice for services provided to this program. A completed Job Reporting Form is required for invoice payments.

Data provided in this form represents work performed between the following dates:

Job Class	Job Education Required	Job Experience Required (# years)	Total Hours Worked	Average Hourly Wage	Local?*

Date

. 2023

# APPENDIX F WORK SCHEDULE

CONTRACTOR agrees that the project commencement date is as stated in the RFP, or no later than January 30, 2023, considering seasonal restrictions, after the execution of this contract and complete tasks by the following dates:

Project Task	Completion Date
Contractor moves equipment into project	January 2023
area	
Work begins on fuelbreak	January-March 2023 weather permitting
Work completed	June 2023

Contractor shall complete all Work within the term of this Agreement with the option of an extension on Completion Date. Contractor shall immediately notify the CCRCD Project Manager of any expected or unexpected delays. Contractor shall not be liable for delays in performance beyond Contractor's reasonable control. Both parties shall maintain close communication throughout the duration of the project.

The Contractor(s)shall work through a unit/subunit in an organized fashion and complete all required work with CCRCD approval in each unit before beginning work in another unit, unless agreed upon in writing by Project Manager and CONTRACTOR.

Points of Contact

CCRCD Project Manager: Kaylee Dillashaw

Phone Number: (209)768-1603

Email Address: kdillashaw@calaverasrcd.org

# APPENDIX G CCRCD FIRE PLAN

# FIRE PLAN FOR CONSTRUCTION AND SERVICE CONTRACTS 09/24/2022

### 1. **SCOPE:**

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

### 2. **RESPONSIBILITIES:**

#### A. Contractor

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall immediately initiate actions to extinguish all such fires which may escape.
- (3) Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan before beginning operations during Fire Precautionary Period and shall update such certification when operations change.
- (4) Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

# B. Calaveras County Resource Conservation District (CCRCD)

The CCRCD may conduct one or more inspections for compliance with the Fire Plan. The number, timing, and scope of such inspections will be at the discretion of CCRCD representatives responsible for contract administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

# 3. **DEFINITIONS:**

The following definitions shall apply:

**Active Landing:** A location the contractor may be skidding logs into, or performing other operations such as delimbing, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.

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

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

# 4. TOOLS AND EQUIPMENT:

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

The Fire Precautionary Period set by the CCRCD is April 2 through November 15 of any year.

• This contract requires, does not require, a Fire Box and associated Fire Tools according to CPRC Section 4428.

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

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

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

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

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

Contractor shall equip each mechanized machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, hot

saws, stroke delimber, etc), except tractors and skidders, with at least two 4-A:60-B:C fire extinguishers or equivalent.

- C. Spark Arresters and Mufflers: Contractor shall equip each operating tractor and any other internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442 or tractors with exhaust-operated turbochargers. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the. National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.
- **D. Power Saws:** Each power saw shall be equipped with a spark arrester approved according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, a size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can but not more than 300 feet from each power saw when used off cleared landing areas.
- This contract requires, does not require, Section 4E of the Fire Plan.
  - **E. Tank Truck or Trailer:** Contractor shall provide a **water tank truck or trailer** on or in proximity to Contract Area during Contractor's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active landing, unless otherwise excepted when Hot Saws or Masticators are being used. See Section 6 for specific contract requirements.

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

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

T e m	Sea Leve		100	0	200	0	300	0	400	00	500	00	600	00	700	00	800	00	900	00	100	00
р			Fee	t	0		Fee	t	Fee	et	0											
					Fee	et															Fee	ŧt
55	179	23	174	23	16	23	165	22	16	22	15	22	15	22	15	21	14	21	14	21	13	21
					9				1		7		3		0		6		2		9	

70	175	23	171	23	16	22	162	22	15	22	15	22	15	21	14	21	14	21	13	21	13	20
					6				8		4		0		7		3		9		6	
85	171	23	168	23	16	22	159	22	15	22	15	21	14	21	14	21	14	21	13	20	13	20
					3				5		1		7		4		0		6		3	
100	168	23	164	23	15	22	155	22	15	22	14	21	14	21	14	21	13	20	13	20	13	20
					9				2		8		4		1		7		3		1	
	Р	G	Р	G	Р	G	Р	G	Р	G	Р	G	Р	G	Р	G	Р	G	Р	G	Р	G
	S	Р	S	Р	S	Р	S	Р	S	Р	S	Р	S	Р	S	Р	S	Р	S	Р	S	Р
	I	V	ı	N		M	ı	М	I	М	ı	M	ı	M	ı	М	ı	M	ı	М	ı	М

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

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

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

(4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

When Contractor is using Hot Saws or **Masticators**, an additional 250 feet of light weight hose, approved by the CCRCD, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

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

- **F.** Compressed Air Foam System: A Compressed Air Foam System (CAFS) is a fire suppression system where compressed air is added to water and a foaming agent. By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer, or fire extinguishers, provided it meets or exceeds the following specifications and requirements:
  - 1. Variable foam expansion ratio 10:1 to 20:1.

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

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

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

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

#### 5. **GENERAL**

- A. **State Law**: In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required**: The Contractor must secure a special written permit from the Project Manager or designated representative before burning, welding, or cutting metal or starting any warming fires. If contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Blasting**: Contractor shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.
- D. **Smoking**: Smoking will not be permitted at any time on the project site.
- E. **Storage and Parking Areas**. Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material

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

F. **Reporting Fires**: As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall <u>call 911</u> to notify of any fires in Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to the Project Manager and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
Project Manager	Kaylee Dillashaw	23 E. Saint Charles St. San Andreas, CA 95249	(209)768-1603
Executive Director	Gordon Long	23 E. Saint Charles St. San Andreas, CA 95249	(530)604-3588

-	This contract	requires,	does not require	, Section 5G of	the Fire Plan.
---	---------------	-----------	------------------	-----------------	----------------

G. **Communications**: Contractor shall furnish a serviceable telephone, radiotelephone or radio system connecting each operating side with Contractor's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, CCRCD may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or agreed to alternative) and CCRCD via commercial telephone.

### **Procedures for Reporting a Wildfire or Medical Emergency**

- 1. Contact **911** and clearly state that "This is an emergency call."
- 2. When reporting a fire, provide the following information:
  - Your Name
  - Call back telephone number
  - Project Name and Location; Descriptive location (Reference point) and Legal description (Township, Range, Section)
  - Fire Information: Including Acres, Rate of Spread and Wind Conditions
  - If location is off the main road system, send someone to guide emergency responders to scene.
- 3. In the event of fire direct personnel and equipment to engage in fire suppression as soon as possible and continue the attack until relieved by Fire Agency personnel.

4. If it is a medical emerge	ency, give aid to th	e victim(s) ur	ntil first responders arrive.					
5. Contact Project Manage	5. Contact Project Manager and relay emergency information.							
lacktriangle This contract $igties$ req	uires, does no	t require, Sec	ction 5H of the Fire Plan.					
H. Fire Patrolperson: Contractor shall furnish a qualified fire patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, sole responsibility of patrolperson shall be to patrol the operation for prevention and detection of fires, take suppression action where necessary and notify the CCRCD as required. This Fire patrol is required on foot, unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects. The Contractor shall, prior to commencing work, furnish the following information								
relating to key personnel:	Т		Talankana Nissakan					
Title	<u>Name</u>	<u> </u>	Telephone Number					
Fire Supervisor								
Fire Patrolperson								
<ul><li>I. Clearing of Fuels: Contra debris as follows:</li></ul>	ctor shall clear aw	ay, and keep	clear, fuels and logging					
Welding equipment an loaders, yarders and ot listed in California State	ther equipment	10 feet slope radius						
Tail or corner haulback	blocks:	All running blocks shall be located in the center of an area cleared to mineral soil at least 15 feet in diameter.						
Lines near, between or	above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.						
		dead wood	ly material.					

# 6. <u>E</u>I

Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Project Activity Levels applicable to this project shall be the predicted activity levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Contract Area Map Legend on Integrated Resource Service Contracts (IRSC's), and other contracts where applicable.

Fire Danger Rating Area/Fire Weather Station for Project	High North

The U.S. Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. Generally, the U.S. Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the U.S. Forest Service/Stanislaus National Forest Project Activity Line before starting work each day.

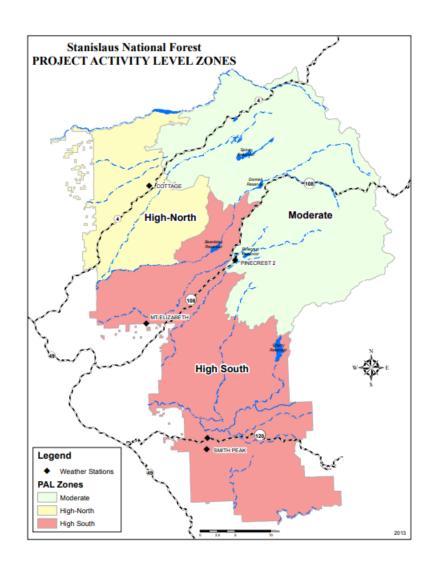
Phone Number or Website to obtain Predicted Activity	209-532-5601
Levels:	

# PROJECT ACTIVITY LEVEL

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

# Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative. Εv 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. Hot Saws or **Masticators** may operate until 1:00 PM; provided that: a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by CCRCD. All other conventional Mechanical Operations are permitted until 1:00 PM. Ε The following activities may operate all day: 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. Servicing Equipment at approved sites. 3. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. All other activities are prohibited.

This Project utilizes "The Project Activity Level" (PAL), an industrial operation's fire precaution system. The following Climatology Chart indicates the Historic Activity Levels for the Project Fire Danger Rating Area or Fire Weather Station utilized on this Project. This is only a historical average of the Activity Levels for the identified Fire Danger Rating Area or Weather Station.



# APPENDIX H GRANTOR ACKNOWLEDGEMENT

Contractor shall acknowledge SNC support of the Pine Ridge-Summit Level Fuelbreak Project in any publications, studies, or reports that are made possible by, or derived in whole or in part from this Project, and in any news articles, brochures, seminars, or other promotional materials or media through which it publicizes the Project.

Contractor shall acknowledge SNC's support in the following manner, where feasible:

"Funding for his project has been provided by the Sierra Nevada Conservancy, an agency of the State of California, under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68".

