

CONTRACT ROUTING SHEET

Date Prepared: 08/20/2007

Need Date: 08/21/2007

PROCESSING DEPARTMENT:

Department: Environmental Mgmt
Dept. Contact: Kerri Williams
Phone #: 5309
Department
Head Signature: *kerri Williams*

CONTRACTOR:

Name: Sierra Pacific Industries
Address: PO Box 680
Camino, CA 95760
Phone: 530-644-2311

CONTRACTING DEPARTMENT: EMD Tahoe Branch

Service Requested: Review of Agreement for Services
Contract Term: 12/30/07 Contract/Amendment Value: _____
Compliance with Human Resources requirements? Yes: No:
Compliance verified by: _____

COUNTY COUNSEL: (Must approve all contracts and MOU's)

Approved: Disapproved: Date: 8/22/07 By: *[Signature]*
Approved: Disapproved: Date: _____ By: _____

| ASSIGNMENT | DATE | ATTORNEY | DEPT. INDEX NO. | BY: |
|------------|----------------|-------------|-----------------|---------------------------|
| | <u>8/21/07</u> | <u>MIKE</u> | <u>081000B</u> | <u><i>[Signature]</i></u> |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

RISK MANAGEMENT: (All contracts and MOU's except boilerplate grant funding agreements)

Approved: Disapproved: Date: 8/22/07 By: *[Signature]*
Approved: Disapproved: Date: _____ By: _____

OTHER APPROVAL: (Specify department(s) participating or directly affected by this contract).

Departments:
Approved: Disapproved: Date: _____ By: _____
Approved: Disapproved: Date: _____ By: _____

2007 AUG 20 PM 4:18
EL DORADO COUNTY COUNSEL
[Signature]

RECEIVED
HUMAN RESOURCES DEPT
AUG 22 PM 12:16



**SIERRA PACIFIC
INDUSTRIES**
Growing Forests For Our Future

Sierra Pacific Industries

P.O. Box 680 • Camino, California 95709 • (530) 644-2311

August 27, 2007

Kerri Williams, Fiscal Administration Manager
County of Eldorado
2850 Fairlane Court
Building C
Placerville, CA 95667

Dear Ms. Williams:

Enclosed are two executed originals of our Agreement for Services #438-S0811. Performance and Payment bonds will be forwarded to you shortly. Please return a fully executed original at your earliest convenience.

Thank you.

Sincerely:

Dennis Thibeault
Timber Manager



Agreement between El Dorado County and Sierra Pacific Industries, Inc.

AGREEMENT FOR SERVICES #438-S0811

THIS AGREEMENT made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and Sierra Pacific Industries, Inc, a Corporation, duly qualified to conduct business in the State of California, whose principal place of business is PO Box 496014 Redding, CA 96049, (hereinafter referred to as "Contractor");

WITNESSETH

WHEREAS, County has determined that it is necessary to obtain a Contractor to provide Hazardous Tree Identification and Removal services within the Angora Fire burn area; and

WHEREAS, County is contacting property owners whose property suffered damage within the Angora Fire burn area to secure the consent of the property owner to enter upon the property and remove those trees which constitute a hazard to the public health, safety or welfare; and

WHEREAS, the only properties to have trees removed under this Contract will be those where the property owner has consented to the removal of the trees deemed to constitute a hazard to the public health, safety or welfare pursuant to a signed Right of Entry Permit and Right of Entry Permit Addendum No. 1; and

WHEREAS, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

WHEREAS, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

NOW, THEREFORE, County and Contractor mutually agree as follows:

ARTICLE I

Scope of Services: Contractor shall perform all professional and technical services and shall make available Contractor's own personnel, materials and equipment necessary to perform the services, work, and tasks designated as outlined in Exhibit "A" marked "Scope of Work and General Specifications" incorporated herein and made by reference a part hereof (hereafter the "Work").

It is the responsibility of Contractor to ensure that a Registered Professional Forester is employed to identify and mark those trees to be removed as more specifically described in Exhibit A. It shall be the sole responsibility of Contractor to identify the trees to be removed from the specified properties within the Angora Fire burn area.

Contractor acknowledges that not all properties within the Angora Fire burn area may participate in the Hazardous Tree Identification and Removal Services under this contract. Contractor understands that only those properties where the owner of the property has signed a Right of Entry Permit and Right of Entry Permit Addendum No. 1 are properties to be included under this contract for the Hazardous Tree Identification and Removal services.

County makes no representation as to the number of properties to have trees removed under this contract and Contractor acknowledges that in entering into this contract it has not relied upon any oral or written representation of the County, its officers, employees, or agents as to the number of properties to have trees removed under this contract. In entering into this contract, Contractor relies upon its own professional judgment as to the feasibility of providing the necessary services under this contract and agrees to remove all trees designated by the Registered Professional Forester as constituting a hazard to public health, safety or welfare on properties for which a Right of Entry Permit and Right of Entry Permit Addendum No. 1 has been obtained within the Angora Fire burn area for the compensation as set forth in Article III.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire December 31, 2007.

ARTICLE III

Compensation for Services: Contractor agrees to perform the services hereunder at no cost to the County to the extent that the following conditions exist:

- a. The timber can be felled using conventional hand felling methods. This includes the use of wedges and falling jacks to directionally fell trees away from improvements.
- b. The logs can be removed from the premises using conventional forestry equipment such as rubber tired skidders and front end loaders.
- c. Slash from the operation will be chipped and left on site.

In exchange for the removal of trees using conventional methods as described above, the Contractor is entitled to all rights to the value of the trees or timber removed from the properties participating in the hazardous tree removal program. Contractor acknowledges that the business

opportunity presented herein and the value of the trees or timber removed from the property constitutes good and valuable consideration for the services to be performed hereunder.

The parties agree that in the event, any trees identified and marked as hazardous trees for removal cannot be safely removed from the property using conventional hand felling methods or through the use of conventional forestry equipment, Contractor shall be entitled to compensation to cover the cost of the extraordinary services required to remove such trees. For such extraordinary services, County agrees to pay Contractor monthly in arrears and within thirty (30) days following the County's receipt and approval of itemized invoice(s) identifying the extraordinary services rendered in accordance with executed task orders. The extraordinary services are to be charged in accordance with the Schedule of Charges for Extraordinary Services attached hereto as Exhibit B. For those extraordinary services not specifically enumerated in Exhibit B, if any, the Contractor and Contract Administrator shall as part of any Task Order covering such extraordinary services agree upon the amount to be charged for such extraordinary services which in no event shall exceed the reasonable rate being charged in the community for the same or substantially similar service.

The total amount of this Agreement including the cost of extraordinary services shall not exceed One Hundred Thousand Dollars and no cents (\$100,000).

The parties acknowledge that it is difficult to calculate the total cost of extraordinary services to be required under this contract. Contractor acknowledges that the cost of such extraordinary services may exceed One Hundred Thousand Dollars and no cents (\$100,000). However, Contractor assumes all risks of such costs in excess of One Hundred Thousand Dollars and will not seek compensation from County or the individual property owners in the event the cost of such extraordinary services exceeds One Hundred Thousand Dollars (\$100,000).

Before proceeding with any work under this Agreement, the parties will identify the specific services to be provided for each assignment in individual Task Orders to be issued in accordance with this Agreement. The specific services for each assignment shall be determined between Contractor and County's Contract Administrator, or designee, to discuss the properties involved in the work under the Task Order, the required deliverables, the need for extraordinary services, and an itemization of the cost of any extraordinary services on a task-by-task basis. Following the meeting, Contractor shall provide the Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates and a target completion date for the overall scope of work, the nature of and cost of any extraordinary services and a not-to-exceed cost to complete the work (Task Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work. No payment will be made for any work performed prior to approval of the Task Order, and no payment will be made for amounts in excess of the not-to-exceed amount of the Task Order.

Contractor shall provide the Contract Administrator with the names and titles of Contractor's representatives that are authorized to bind Contractor by signing Task Orders and Task Order Amendments on Contractor's behalf. Contractor's notification of individuals authorized to execute Task Orders and Task Order Amendments on Contractor's behalf shall be communicated to County in accordance with the provisions of Article XIX, Notice to Parties of this Agreement.

The period of performance for Task Orders shall be in accordance with dates specified in each Task Order. No payment will be made for any work performed before or after the period of performance in the Task Order, unless County's Contract Administrator and Contractor amend the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement, nor the cumulative total of the not-to-exceed Contract amount.

ARTICLE IV

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE V

Contractor to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

ARTICLE VI

Assignment and Delegation: Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

ARTICLE VII

Independent Contractor/Liability: Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

ARTICLE VIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a final budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE IX

Default, Termination, and Cancellation:

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** County may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination provided to Contractor, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly

discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise.

ARTICLE X

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO
Environmental Management Department
Attn: Gerri Silva, Director
2850 Fairlane Ct. Bldg C
Placerville, CA 95667

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:

Sierra Pacific Industries
ATTN: Dennis Thibeault
PO Box 680
Camino, CA 95709

or to such other location as the Contractor directs.

ARTICLE XI

Indemnity: The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

ARTICLE XII

Insurance: Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. \$1,000,000 Commercial General Liability Insurance combined single limit per occurrence for bodily injury and property damage, and \$5,000,000 in the form of excess/umbrella coverage, which must follow the form of the primary CGL coverage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.
- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the

Contractor's insurance and shall not contribute with it.

- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

ARTICLE XIII

Performance Bond

As a part of the execution of this contract, the Contractor shall furnish in triplicate, a bond of a surety company authorized to do business in the State of California, conditioned upon the faithful performances of all covenants and stipulations under this contract. The amount of this bond shall be in the amount of \$150,000 (One Hundred and Fifty Thousand Dollar and no cents), and shall be executed upon the form bound herein.

ARTICLE XIV

Payment Bond

As a part of the execution of this Contract, the Contractor shall furnish in triplicate, a bond of a surety company authorized to do business in the State of California, conditioned upon the payment in full of all claims for labor and materials in accordance with the provisions of the law of the State of California. The amount of this bond shall be in the amount of \$150,000 (One Hundred and Fifty Thousand Dollar and no cents), and shall be executed upon the form bound herein. The Contractor will hereby defend, indemnify, and hold harmless the property owner and the County for any claims of non-payment to subcontractors including but not limited to mechanics liens.

ARTICLE XV

Interest of Public Official: No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

ARTICLE XVI

Interest of Contractor: Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

ARTICLE XVII

California Residency (Form 590): All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

ARTICLE XVIII

Taxpayer Identification Number (Form W-9): All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

ARTICLE XIX

County Business License: It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

ARTICLE XX

Compliance with all Applicable Laws

Contractor shall conform to and abide by all Federal, State and local building, labor and safety laws, ordinances, rules and regulations. All Work and materials shall be in full accordance with the latest rules and regulations of the State Fire Marshall, safety orders of the Division of Industrial Safety, California Forest Practices Act Rules and Regulations and any/all other applicable laws and regulations. Nothing in this Contract or any Task Order issued hereunder is to be construed to permit work not conforming to these codes.

ARTICLE XXI

Administrator: The County Officer or employee with responsibility for administering this Agreement is Gerri Silva, Director of Environmental Management, or successor.

ARTICLE XXII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XXIII

Partial Invalidity: If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXIV

Venue: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: _____ Dated: _____
Gerri Silva, MS., REHS
Environmental Management Department

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: _____ Dated: _____
Gerri Silva, MS., REHS
Director
Environmental Management Department

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below, the latest of which shall be deemed to be the effective date of this Agreement.

-- COUNTY OF EL DORADO --

Dated: _____

By: _____

Chair
Board of Supervisors
"County"

ATTEST:
Cindy Keck, Clerk
of the Board of Supervisors

By: _____ Date: _____
Deputy Clerk

-- CONTRACTOR --

Dated: 8/27/07

By: 

Dennis Thibeault
Timber Manager
"Contractor"

By: 
Corporate Secretary

Dated: 8/27/07

Scope of Work and General Specifications

The identification of, felling, removing, and disposing of hazardous dead, dying, and diseased trees of all sizes and brush material; and, the placement and/or installation of products and materials, as needed, to prevent and/or mitigate the displacement of sediment. Services by the Contractor, shall be performed on residential blocks within the Angora Fire area by a Timber Operator A Licensee. In situations in which an imminent emergency is declared by a district fire chief, rapid mobilization is required to remove trees within a 24 hour time period. Contractor must be able to perform such activities within that timeframe.

Tree-Removal includes, but is not limited to:

A) Tree felling operations for the contractually marked trees and the trees previously marked by Sierra Pacific Power Company or other authorized agencies:

- 1) Trees identified for felling operations shall be marked, or in some manner designated by description upon approval by the Contract RPF. Trees previously marked by the Sierra Pacific Power Company shall not be cut until the Contractor has consulted with Sierra Pacific Power Company. Hazardous trees needing cutting and/or removal which are located on federal or state-owned lands shall not be cut until the Contractor has consulted with the affected federal or state agency.
- 2) Felling operations shall be carried out in a safe and professional manner. Such operations shall be performed in conformance, and consistent with, applicable portions of the current California Forest Practice Rules. In the event of a conflict between this specification and the current California Forest Practice Rules, the most stringent criteria shall apply. The Contractor shall obtain all licenses, permits, and approvals required to perform the work and keep such licenses, permits and approvals in good standing throughout the course of the work.
- 3) In areas where equipment access is restricted by the current California Forest Practice Rules, the felling of the designated trees shall occur in such a manner as to orient the boles perpendicular to the contour if the boles are not to be removed.
- 4) Trees shall be removed such that the remaining stumps extend no higher than 8 inches above the ground surface, measured on the side adjacent to the highest ground level except where safety or embedded metal make this impractical.

B) Tree felling operations for non-marked trees:

- 1) The County in coordination with the Debris Removal Operations Center shall designate the work areas. All work areas shall be identified by task order and executed by both parties prior to work commencement.
- 2) Contractor shall not work or operate outside the work area limits established by the County unless written permission from the affected property owner(s) is submitted and accepted by the County. Stream Environment Zones (Watercourse

- and Lake Protection Zones), riparian areas, and other sensitive or unusual areas shall be marked by suitable flagging by the contract RPF.
- 3) All live trees shall be left standing and not harmed unless otherwise specified or approved by Contract Registered Professional Forester. Contractor's marking and identification operations shall comply with all applicable portions of the current California Forest Practice Rules.
 - 4) Timber can be felled using conventional hand falling methods. This would include using wedges and falling jacks to directionally fell trees away from improvements that need protecting. In the event individual trees cannot be safely felled using these methods and the use of other methods, such as a crane to remove the trees in segments, would be considered a unique circumstance that may require compensation above the commercial value of the timber.
 - 5) Logs can be removed using conventional forestry equipment such as a rubber tired skidder & front-end loader. Any requirement for the use of equipment such as a crane, cable yarding, or helicopter would be considered a unique circumstance that may require additional compensation above the commercial value of the timber.

C) Tree and Woody Vegetation Disposal

- 1) All woody material resulting from Contractor's operations, except for wood chip mulch, shall be removed from the work area of felling unless otherwise specified. Lopping and scattering is prohibited. Wood chip material shall be removed unless needed on-site for erosion control or other purposes as per County requirements in consultation with the Natural Resources Conservation Service.
- 2) All Licensed Timber Operators shall comply with the California Forest Practice Act and Rules.
- 3) Disposal of this material shall be in accordance with all applicable rules, regulations, ordinances, and laws. Disposal alternatives or sites may include but are not limited to: sawmills, recycling centers, firewood lots, wood grinding sites, or other locations where the materials will not add to the community fire hazard or serve as brood material for bark beetles. Contractor is responsible for all costs and fees resulting from handling, transporting, and disposing of all removed material.
- 4) Disposal of all felled and down trees, and substantially damaged vegetation, shall be carried out in a safe and professional manner. This operation shall be performed in conformance, and consistent, with applicable portions of the current California Forest Practice Rules and contract provisions, except as modified by the Governor's Proclamation for the Angora Fire. Contractor shall obtain and keep in good standing throughout the course of the work all licenses, permits, and approvals required to complete the work.
- 5) Naturally occurring down trees and associated slash shall be removed unless downed trees are embedded in the soil and cannot be removed without soil disturbance. All exposed limbs from down and embedded trees shall be removed and disposed of in accordance with all applicable rules, regulations, ordinances, and laws.

- 6) Wood chip mulch or any other wood debris will not be spread into or allowed in the footprint of the removed foundation and structure. Wood chip mulch shall not be spread into or allowed to remain in watercourses where subsequent rainfall and runoff would move the mulch into the receiving watercourse. Wood chip mulch shall be evenly spread on bare soil areas for erosion control. The depth of wood chip mulch shall not be deeper than 3 inches.
- 7) Contractor shall inform the County of the planned methods of wood material utilization and disposal. To the extent possible, removed wood material shall be marketed and utilized.
- 8) In areas where tractor or other heavy equipment operation is not restricted by the current California Forest Practice Rules, the Lahontan Water Quality Control Board, or the Tahoe Regional Planning Agency, all woody material shall be removed or chipped and spread.
- 9) Lop and scatter treatment shall be prohibited.
- 10) Contractor may not dispose of or store slash from another location to the project site for lop and scatter purposes or any other purpose; however, under the direction of the Natural Resource Conservation Service (NRCS) and the County, Contractor may import weed free mulch material to the project site for purposes of erosion control.
- 11) The Contract RPF or designee will review all phases of the tree removal operation concurrently.

D) Erosion Control Methods

- 1) The Licensed Timber Operator (LTO) shall consult with the County, California Integrated Waste Management Board Coordinator, and the NRCS to determine erosion control standards for individual parcels. The LTO shall not destroy or damage existing erosion control features and structures installed by any other entities as a part of the Angora Fire erosion control program, nor impede the installation of such features and or structures, and if such occurs the LTO shall be liable for cost of damage and replacement.
- 2) The Contractor and all subcontractors shall adhere to the NRCS Erosion and Sediment Control Specifications and TRPA Post-Debris Removal Erosion Control Requirements and shall coordinate and take general direction from the Integrated Waste Management Debris Removal Coordinator and the County Environmental Management staff as to the results to be achieved.

E) Dust Control

- 1) The Contractor shall provide water to prevent dust nuisance at each work site. Dust resulting from Contractor's performance of the work shall be controlled at all times during this project and comply with El Dorado County Air Pollution Control District Rule 223. The Contractor will provide the proper number of water trucks and water wagons to prevent dust emission.

- 2) The Contractor is also responsible for obtaining the necessary water permit from South Tahoe Public Utilities District.

F) Track Out Controls

- 1) The Contractor will prevent or cleanup carryout and track out as specified El Dorado County Air Pollution Control District Rule 223.
- 2) The use of blower devices, or dry rotary brushes or brooms, for removal of carryout and track out on public roads is expressly prohibited. The removal of carryout and track out from paved public roads does not exempt an owner/operator from obtaining state or local agency permits which may be required for the cleanup of mud and dirt on paved public roads.
- 3) Cleanup of carryout and track out shall be accomplished by:
 - a. Manually sweeping and picking-up; or
 - b. Operating a rotary brush or broom accompanied or preceded by sufficient wetting; or
 - c. Operating a PM10-efficient street sweeper.

G) Protection of Utilities and Roadways

- 1) The Contractor will protect all site utilities, driveways, and roads. For this contract utilities shall include but are not limited to: power lines, cable lines, phone lines, gas lines, sewer systems, sewer markers (note: 2x4 painted pink), drainage structures and systems, and in place erosion control devices.
- 2) The Contractor will repair or pay for the repair of the damage utilities to the satisfaction of the County.
- 3) The Contractor will complete the repair within 14 working days of being notified of the damage.

General Specifications

- 1) The Contractor shall provide a work plan at the time of submittal that identifies the necessary LTO resources (crews) that have the ability to meet the performance standards contained herein.
- 2) All woody material shall be removed or chipped on-site. Lop and scatter is prohibited.
- 3) To facilitate the removal of woody material, Contractor shall obtain the necessary equipment to perform tree removal operations as per the performance standards contained herein, including but not limited to chippers, cranes, equipment utilizing rigging, track and/or rubber tire tree removal equipment such as Bobcats, skid steers, skidders, de-limbers, excavators with rotating saw heads (i.e. Timbcos, etc.) cable yarding, in-line cabling, and any other similar method to safely and effectively remove and dispose of felled and down trees.

- 4) Trees felled on the property owned by another, shall be cleaned up as to the Forest Practice Act rules and regulations specification as well as this contract specifications (whichever is more restrictive) on the same day of its creation.
- 5) Property corners, brass caps and other survey markers must be protected. Utility corridors including power lines, gas lines, water lines and sewer lines must be protected. These corridors must be clearly marked before felling starts. The County in those instances where property corners and property lines cannot be located may require a California Licensed Surveyor. The County shall not be liable for damage to any utility owned improvements damaged by the Contractor.
- 6) The Licensed Timber Operator (LTO) is responsible for complying with the California Forest Practice Act and all applicable Rules and Regulations.
- 7) All coniferous stumps from a tree determined by the RPF to be living and exceeding 8 inches in diameter resulting from this work shall be treated in compliance with labeled directions within four hours of creating the stump with a Sporex product licensed with the California Department of Pesticide Regulation (DPR) for the use of controlling the spread of annosus root disease. The treatment shall not be used within 25 feet of lakes, Class I or II watercourses as defined by the California Forest Practices Act, or other areas where surface water is present.
- 8) All timber must be felled to the proper lead so that logs can be lined out without turning and damaging the ground and young live trees. In areas of concentrated dead timber, stage felling may be required.
- 9) Timber must be felled away from watercourses and lakes. Stump heights must be 8 inches or less on the high side, except where defects or embedded metal dictate otherwise for safety reasons. All timber felling must be confined to the property where written permission is obtained from the affected property owner to fell and skid timber on an adjoining property.
- 10) Skidding logs, tops, and slash must be accomplished with minimal damage to the residual stand where such exists. The slash and other unusable material may be chipped in place and scattered over the area.
- 11) Slash and other tree removal debris must be cleaned up as the tree removal operation proceeds. Slash may be chipped or removed. Lop and scatter is prohibited. Cleanup on small parcels may take place after tree removal to avoid conflict between different operational groups working on the same area. Safety will be a priority in this situation.
- 12) In all cases, the Contract RPF or designee may mark damaged green trees concurrently as the operation progresses including broken tops, skinups, and trees otherwise damaged to a point where removal is the best option.
- 13) All erosion control materials used shall be certified as weed free.