



Moraga-Orinda Fire District

Board of Directors

CALL AND NOTICE OF A SPECIAL MEETING

May 27, 2021

3:00 p.m. CLOSED SESSION

5:00 p.m. OPEN SESSION

Pursuant to Executive Order N-29-20, Teleconferencing Restrictions of the Brown Act have been suspended.

PLEASE NOTE TELECONFERENCE MEETING INFORMATION:

To join the Meeting:

By Phone: 1-669-900-6833

Please click the link below to join the webinar by Zoom:

<https://us02web.zoom.us/j/87201250049>

Webinar ID: 872 0125 0049

Public Participation is encouraged by joining via the ZOOM link or the dial-in information above. You can access it either via a smartphone or computer App (Zoom) or via phone.

Live Public Comment can be provided via the Zoom app (during public comment) by the raise hand or chat function. If participating by phone, dial *9 to *raise your hand*. Staff will unmute participant to allow comment. Participants will be unmuted in the order of hands raised or chat request to comment.

Written Public Comment can be provided via email at info@mofd.org.

- Emails received by **1pm** on the day of the meeting will be forwarded to the Board of Directors. Emails will be made a part of the public record and available to view by 3pm on the day of the meeting by following this link www.mofd.org/agendas
- Comments may also be submitted by e-mail during the meeting up until the closure of the public comment period on the relevant agenda item. These will be read into the record by staff at their normal cadence and will be limited to a maximum of 3 minutes. To be read into the record, email must contain in the subject line "Public Comment – Not on the Agenda" or "Public Comment – Agenda Item #" with the relevant agenda item indicated.

The meeting will be live streamed via the MOFD YouTube Channel. A link is accessible via the District's website.

1. OPENING CEREMONIES

- 1.1. Call the Meeting to Order
- 1.2. Roll Call

2. PUBLIC COMMENT

General public comment on any closed session item that will be heard. Comments may be limited to no more than three minutes pursuant to board policy.

3. CLOSED SESSION

- 3.1. **Conference with Labor Negotiator**
(Government Code Section 54957.6)
Agency Designated Representative: Donna Williamson
Employee Organization: Local 1230, International Association of Firefighters IAFF
- 3.2. **Conference with Labor Negotiator**
(Government Code Section 54957.6)
Agency Designated Representative: Jonathan Holtzman
Employee Organization: Unrepresented Employees
- 3.3. **Conference with Labor Negotiator**
(Government Code Section 54957.6)
Agency Designated Representative: Donna Williamson
Employee Organization: Moraga-Orinda Fire Chief Officers' Association
- 3.4. **Conference with Real Property Negotiators**

(Government Code Section 54956.8)

Agency Negotiator: David Winnacker

Negotiating parties: Moraga School District

Under Negotiations: Consideration of and authorization to proceed with real estate negotiations by the Fire Chief regarding potential acquisition of the real properties concerning price and terms of payment.

Real Property: Moraga Way, Orinda CA 94563 (APN 270-302-006-1) and 1010 Camino Pablo, Moraga CA 94556 (257-210-013-5).

4. RECONVENE THE MEETING

4.1. Call the Meeting to Order

4.2. Roll Call

5. REPORT OF CLOSED SESSION ACTION

6. PUBLIC COMMENT – ITEMS NOT ON THE AGENDA

At the beginning of each regular District Board meeting, any member of the public may address the District Board concerning any item **not** on the Board's agenda but within the subject matter jurisdiction of the Board. Speakers will be limited to three (3) minutes unless otherwise specified by the Presiding Officer. The public will be given an opportunity to speak on each agenda item at the time it is called. The Board may discuss and/or take action regarding any or all of the items listed below. Once the public comment portion of any item on this agenda has been closed by the Board, no further comment from the public will be permitted unless authorized by the Board and if so authorized, said additional public comment shall be limited to the provision of information not previously provided to the Board or as otherwise limited by order of the Presiding Officer or the Board.

7. SPECIAL AGENDA

7.1. **Authorize the Fire Chief to Enter Into Agreements for Fuel Mitigation**

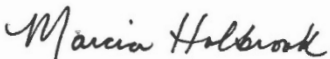
Staff Recommendation: 1) Discuss; 2) Deliberate; 3) Authorize the Fire Chief to enter into agreements with Expert Tree Service, East Bay Tree Service, Inc., Fire Ready, and ArborWorks in the amount not to exceed \$500,000 each in order to create a list of which can be used to execute grant funded fuel reduction work; 4) Authorize the Fire Chief to enter into a two year agreement with Sequoia Environmental for biological monitoring and planning.

8. ADJOURNMENT

The Moraga-Orinda Fire Protection District ("District"), in complying with the Americans with Disabilities Act ("ADA"), requests individuals who require special accommodations to access, attend and/or participate in District Board meetings due to a disability, to please contact the District Chief's office, (925) 258-4501, at least one business day prior to the scheduled District Board meeting to ensure that we may assist you.

Any disclosable public records related to an open session item on a Regular meeting agenda and distributed by the Moraga-Orinda Fire District to a majority of members of the Board of Directors less than 72 hours prior to that meeting are available for public inspections at 1280 Moraga Way, Moraga, during normal business hours.

I hereby certify that this agenda in its entirety was posted on **May 26, 2021**, at the Moraga and Orinda Fire Administration offices, Stations 41, 42, 43, 44, and 45. Agenda provided to the Moraga Town Office (Hacienda) and Orinda City Hall.



Marcia Holbrook
District Secretary/Clerk



Moraga-Orinda Fire District

TO: Board of Directors
FROM: Dave Winnacker, Fire Chief
DATE: May 27, 2021
SUBJECT: Item 7.1 – Authorize the Fire Chief to Enter Into Agreements for Fuel Mitigation

BACKGROUND

Over the last several years, staff has worked to position MOFD to receive short notice, end of fiscal year special projects funding for fuel mitigation. These funds come from a variety of sources but are typically available when a project does not expend all allocated funds and returns them to the state. In February 2021, these efforts resulted in \$100k in fuel mitigation funding used for roadside fuel reduction and chipping in LRA developed areas and to begin construction of a shaded fuel break in SRA near the community of Canyon. Staff is currently finalizing a contract with CalFire to accept an additional \$200k in SRA funding with indications that additional end-of-year funds may become available in the near future. At the May 2021 regular board meeting, the Board gave the Fire Chief authority to accept grants for fuel reduction services of up to \$200k and up to \$300k with the Administrative Services Director concurrence.

To spend external fuel reduction funds, MOFD relies on contractors to complete work in the field. MOFD's purchasing ordinance requires board approval for all contracts in excess of \$100k.

During the Nesting Bird season from April to October, fuel reduction work requires specific biological monitoring.

FUEL MITIGATION REQUEST FOR PROPOSALS

In May 2021, staff posted two fuel reduction RFPs. One for fuel reduction services and another for biological monitoring. These RFPs identified the type and scope of work and asked the contractors to submit pricing for the identified types of work. RFP information was forwarded to contractors with whom the district has done business and posted on the District website in accordance with the purchasing policy.

The District received four proposals for fuel reduction work. Staff recommends accepting all proposals to provide multiple contracted options as the scope of future work is dependent on grants which have not yet been received, and maximum flexibility will be beneficial. Staff recommends selecting the following contractors:

Arbor Works
East Bay Tree Service
Expert Tree Service
FireReady



Moraga-Orinda Fire District

The District received two proposals for biological monitoring. Staff recommends selecting Sequoia as the lowest responsible bidder.

Of note, approval of this item will create the framework for future contracted work with grant funds not to exceed \$500,000 per fuel reduction contractor. The actual amount of contracted work will depend on future grant awards.

RECOMMENDATION

1) Discuss; 2) Deliberate; 3) Authorize the Fire Chief to enter into agreements with Expert Tree Service, East Bay Tree Service, Inc., Fire Ready, and ArborWorks in the amount not to exceed \$500,000 each in order to create a list of which can be used to execute grant funded fuel reduction work; 4) Authorize the Fire Chief to enter into a two year agreement with Sequoia Environmental for biological monitoring and planning.

ATTACHMENTS

1. Attachment A – Fuel Reduction Services Proposal Results
2. Attachment B – Environmental Monitoring Proposal Results
3. Attachment C – AGREEMENTS FOR CONTRACT SERVICES



MORAGA-ORINDA FIRE PROTECTION DISTRICT RFP - Wildland Fuel Management, Tree Removal and Hazard Abatement Services DUE MAY 14, 2021 @ 3:00PM

ArborWorks is pleased to provide a proposal the Moraga-Orinda Fire Protection District for Weed and Hazard Abatement Services. ArborWorks fully understands and is committed to complete the work specified under the scope of work as defined in the RFP with an issue date of May 7th, 2021. ArborWorks has the experience, work force and equipment to take on this project, please see additional information below.

ArborWorks principals bring over 70 years of combined experience to its clients. We have undertaken and successfully completed numerous contracts with state and local entities as well as private-sector contracts for large-scale projects such as hurricane damage cleanup and repair, maintenance of grounds at golf courses, hospitals, schools, right-of-way clearance, pesticide/herbicide application, debris removal and disposal, slope stabilization, tree removals, stump grinding and mastication services, forest fuels reduction, emergency fire clean up, as well as a variety of other forestry-related projects. We perform all phases of tree care, including hazardous tree removal and clean up, mature specimen relocation, stump grinding, etc. We are also line clearance certified. Our projects emphasize organizing and safely operating crews in multiple sites, setting up and maintaining records appropriate to public works and commercial projects, as well as establishing and maintaining effective communication with homeowners, local agency and community contacts as well as State and Federal contacts.

ArborWorks maintains a wide range of available resources to support its field work, including bucket trucks, grapple truck, chippers, stump grinders, chainsaws, pole trimmers and sufficient hand tools to successfully complete its projects. Our crews are made up of experienced supervisors, fallers, trimmers, groundsman and laborers specific to each type of project, all fully trained (some with Firefighter Class 1 and Class 2 certification) to prevent fires and equipped to deal with an unforeseen fire incident.

Don McIntyre, President of ArborWorks is an ISA-certified Arborist (WE-7183A) and maintains the highest level of professionalism among the crews. All tree work is performed in a professional workmanlike manner in accord with ANSI A300 standards and industry-standard or above insurance coverage is continually maintained. Additionally, we perform ongoing training of all tree workers and ground personnel so as to assure safety of workers as well as any others who may be affected by the work.

Additionally, ArborWorks, Inc. has established and maintains a proactive IIPP, including a zero-tolerance policy with regard to alcohol and/or controlled substances in the workplace, personal protective equipment for its employees and a monitored vehicle maintenance program. Safety Training Meetings are held regularly and emphasize the importance of reporting any infraction with the confidence that it will be dealt with quickly and fairly.

Our licenses and certifications include:

CSLB 879506, classes A, B, C27, C61/D49 HAZ, C36 exp 6/30/22

ISA-Certified Arborist WE-7183A, exp 6/30/22

QAL 128809, exp 12/31/21

CTSP # 2935

Pest Control Business License 3665, exp. 12/31/22

DGS Small Business (Micro) 47885, exp 10/31/21

DIR (SB 854) registration 1000017091, eff 3/27/18

LTO A10071 Exp 12/31/22

Equipment:

Forestry body chip trucks

Bucket trucks

Crane

Skidsteers

Water Trailers

Masticators

Chippers

Chainsaws

PPE

Grapple trucks

Track Chippers

Rigging Equipment

Specialized equipment

TGS (Telescopic Grapple saw)

Feller buncher

Sennebogen

References:

Name	Contact	Job Description
East Bay Regional Park District 7930 Lake Chabot Road Castro Valley, CA 94546 Task Order ARB-2019-01 at Tilden Park Contract Value: \$94,230 Completed: 2019	Patrick McIntyre 510-603-9870 pmcintyre@ebparks.org	Hazardous tree removal, mowing, mastication and pruning for the East Bay Regional Park District Fire Department at Tilden Park.

Caltrans District 4 3401 Regatta Blvd. Richmond, CA 94804 Contract: 04-0Q8704 Contract Value: \$6,990,000 Completed: 2020	Jason Trinh 510-231-7494 jason.trinh@dot.ca.gov	Emergency Tree Removal and Tree pruning for Alameda and Contra Costa Highways.
East Bay Regional Park District 7930 Lake Chabot Road Castro Valley, CA 94546 Task Order SR-004 at Sibley Volcanic Preserve Contract Value: \$149,275 Completed: 2019	Rose DeVries 510-679-8139 rdevries@ebparks.org	Hazardous tree removal, mowing, mastication and pruning for the East Bay Regional Park District Fire Department at Sibley Volcanic Preserve.
East Bay Regional Park District 7930 Lake Chabot Road Castro Valley, CA 94546 Task Order Contract Value: \$250,000 Completed: 2019	Colin Gallagher 503-312-5723 cgallager@ebparks.org	Hazardous tree removal, mowing, mastication and pruning for the East Bay Regional Park District Fire Department at Inspiration Point, Tilden Park.
Presidio Trust PO Box 29052 San Francisco, CA 94129 Contract: PT-2018-062 Contract Value: \$216,691.67 Completed: 2019	Blake Troxel 415-561-4242 btroxel@presidiotrust.gov	Tree pruning and tree removals at the Presidio Trust along right of ways and private properties.
East Bay Regional Park District WC005- Wildcat Canyon Fuels Reduction Project Peralta Oaks Court Oakland, CA Contract Value: \$100,000 Completed 2017	Aileen Thiele 510-660-6608 athiele@ebparks.org	Removal of understory Eucalyptus trees, downed trees and vegetation removal at Wildcat Canyon Park.

Pricing:

1. Annual grass and weed removal flat ground hand crew. \$90 per hour
2. Annual grass and weed removal sloped ground hand crew. \$90 per hour
3. Annual grass and weed removal mechanical mowing. \$110 per hour
4. Brush removal hand crew. \$100 per hour
5. Brush removal mechanical mastication. \$250 per hour
6. Tree limbing. \$115 per hour
7. Tree removal less than 24" DBH. \$115 per hour
8. Tree removal greater than 24" DBH \$115 per hour
9. Chipping brush and up to 12" tree limbs. \$100 per hour
10. Chipping tree trunks. \$115 per hour
11. Hauling of chips. \$120

Specialized Equipment:

Equipment Rates per hour on site		
Aerial Lift 75'	\$80.00	
Aerial Lift 100'	\$150.00	
ATV	\$15.00	
Chip/Dump Truck	\$85.00	
Chipper – small wheeled	\$40.00	
Chipper -large wheeled (18" and above)	\$90.00	
Chipper -small track	\$175.00	
Chipper medium Track	\$250.00	
Crane Truck (30 ton)	\$275.00	
Equipment Trailer	\$15.00	
Grapple Truck Tandem	\$195.00	
Low Boy Trailer	\$75.00	
Low Boy Truck	\$105.00	
Masticator-Large	\$390.00	
Masticator-Medium	\$300.00	
Masticator-Small	\$240.00	
Pickup truck 4x4	\$30.00	
Semi truck w/end dump	\$185.00	
Skid steer	\$110.00	
Skidder Rubber Tired	\$200.00	
Stump Grinder (small wheeled)	\$50.00	
Stump Grinder (large track)	\$95.00	
TGS 68'	\$385.00	
TGS 92'	\$460.00	
Water Trailer (300 gal Bats)	\$15.00	
Spray rig for IPM	\$75.00	
2000 gallon Water truck	\$95.00	
Excavator – small	\$110.00	
Excavator – medium	\$215.00	
Excavator – large	\$325.00	

This proposal is firm and irrevocable offer for thirty (30) days. Please let me know if you have any questions or concerns or need additional information.

Sincerely,

Don McIntyre
President
ArborWorks Inc

EXPERT TREE SERVICE

May 11, 2021

To whom it may concern,

We, Expert Tree Service, understand the request for “Wildland Fuel Management, Tree Removal and Hazard Abatement Services” by MOFD and have provided a Proposal including pricing in accordance with the format provided in the RFP packet.

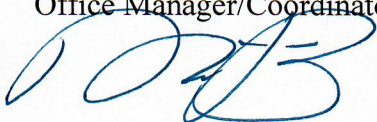
Expert Tree Service is best qualified to perform this project as we are a licensed and insured business that has provided a wide variety of services including “Wildland Fuel Management, Tree Removal and Hazard Abatement Services” to our customers for over 40 years. We have conducted fire maintenance and weed abatement projects for, but not limited to, EBMUD, EBRPD, U.C. Berkeley, and MOFD. These projects include lifting of trees, clearing, weed whacking, masticating and removing plants and grasses that pose fire hazards to mitigate wildfire threat. In addition to working for many different commercial agencies, we have an expansive clientele of residential customers. We are committed to perform and complete all necessary work to the satisfaction of our customers.

References:

Devin Woolridge, U.C. Berkeley
(510) 812-0540 woolridge@berkeley.edu

Mark Silva, EBMUD
(510) 287-2035 mark.silva@ebmud.com

Madai Jimenez
Office Manager/Coordinator



Post Office Box 1256 • Orinda, California 94563 • Phone 925 254-8733

Office Fax 925 254-5645

Contractors License #62I402

Shop Fax 510 540-0923

Pest Control Applicator License #QL3565I

7.1A

EXPERT

TREE SERVICE

MOFD RFP Project Scope of Service

Service Provided	Pricing
Reducing ladder and surface fuels, such as pruning low hanging tree limbs, removing dead and downed branches, fallen logs, and removing understory vegetation	\$100 per man hour
Ability to staff a hand crew of a minimum of 2 person to a maximum of 15 person	2 person = \$200/hr 15 person = \$1500/hr
Removing large, hazardous, or diseased trees or limbs in sensitive/Technical areas	\$100 per man hour
Chipping brush and trees of varying size	\$100 per man hour
Thinning of forest stands up to a specific DBH or spacing between trees	\$100 per man hour
Falling and reducing various live or dead tree, including Eucalyptus and Monterey Pines	\$100 per man hour
Hand cutting or masticating brush	Hand cutting = \$100/man hr Masticating = \$350/hr
Mowing or weed-eating grass	Weed-eating = \$100/man hr Mowing = \$350/hr
Working around sensitive habitat areas	\$100 per man hour
Consolidate cut material, move or cover up and prep vegetation for future burn piles or chipping	\$100 per man hour
Installing erosion control or water quality control measures (slit fencing), if needed	\$100 per man hour

Post Office Box 1256 • Orinda, California 94563 • Phone 925 254-8733

Office Fax 925 254-5645

Contractors License #621402

Shop Fax 510 540-0923

Pest Control Applicator License #QL3565I



East Bay Tree Service
PO Box 6936
Moraga, CA 94570
(925) 377-8733 (TREE)

License # 805794

May 13, 2021

To: Jeff Isaacs
Fire Marshal
Moraga-Orinda Fire Protection District
1280 Moraga Way
Moraga, CA 94556

Response to: Request for Proposal
Wildland Fuel Management,
Tree Removal and Hazard Abatement Services

Federal ID #: 47-3605069
Department of Industrial Relations registration #: 1000031762

Contact: Victor Ghavamzadeh
925 377-8733

Attached:
General Liability Insurance
Workers Compensation Insurance
Auto Insurance declaration
Contractor License # 805794

References:

Town of Moraga: Performed fuel mitigation for right of ways along main road throughout Moraga. Work included providing traffic control for weed abatement and tree and brush removal. Kyle Salvin, Public Works Facilitator - publicservices@moraga.ca.us

City of Orinda: Performed tree, brush, and weed clearing for fire breaks, fuel reduction in heavily wooded areas.

Steve Ecklund, Public Works - secklund@cityoforinda.org

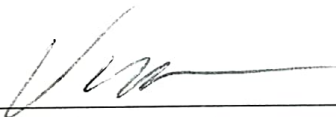
Letter of transmittal:

East Bay Tree Service, has over 25 years experience removing trees, shrubs, weeds, and all vegetation for residential and commercial clients. We do work for the City of Orinda, Lafayette and Town of Moraga, as well as large Municipalities such as East Bay Mud and Zone 7 Water District doing vegetation management. We have experienced crews with great knowledge and understanding in fuel reduction and vegetation management in a safe and efficient manner. We own track chippers, mini skid steer, whole tree chippers, grapple truck, and the focus of our business for the past 25 years has been in vegetation management. In addition, we completed a 5 year contract with Lawrence Berkley lab specifically doing fuel mitigation. We currently have been working for the past 12 years doing weed abatement on the right of ways for the Town of Moraga and fuel mitigation for fire prevention. Over the past 25 years we have worked with local residences in Orinda, Moraga, and Lafayette to be in compliance with fire codes and regulations.

Victor Ghavamzadeh is the owner of East Bay Tree Service and has been in business for over 25 years removing trees and brush for commercial and residential clients.

Proposal table:

1. Reducing ladder and surface fuels, such as pruning low hanging tree limbs, removing dead and downed branches, fallen logs, and removing understory vegetation
\$ 100.00 per hour
2. Ability to staff a hand crew of a minimum of 2 people to a maximum of 15 people
\$ 100.00 per hour
3. Removing large, hazardous, or diseased trees or limbs in sensitive/Technical areas
\$ 100.00 per hour
4. Chipping brush and trees of varying size
\$ 100.00 per hour
5. Thinning of forest stands up to a specific DBH or spacing between trees
\$ 100.00 per hour
6. Falling and reducing various live or dead tree, including Eucalyptus and Monterey Pines
\$ 100.00 per hour
7. Hand cutting or masticating brush
\$ 300.00 per hour
8. Mowing or weed-eating grass
\$ 150.00 per hour
9. Working around sensitive habitat areas
\$ 100.00 per hour
10. Consolidate cut material, move or cover up and prep vegetation for future burn piles or chipping
\$ 100.00 per hour
11. Installing erosion control or water quality control measures (silt fencing), if needed
\$ 100.00 per hour
12. Poison Oak removal
\$ 250.00 per hour



Victor Ghavamzadeh
President

05/13/2021
Date

East Bay Tree Service, Inc.



PROPOSAL – WEED AND HAZARD ABATEMENT SERVICE FOR MOFD

Within the Moraga-Orinda Fire District we will provide weed management to abate the properties on which combustible material and or hazardous vegetation form a fire hazard. These private properties, both developed and undeveloped, are located within the jurisdiction of the district. These parcels have been accessed by the fire district and do not comply with the MOFD Ordinance 20.01 section 325.

Our Team at Fire Ready is made up of fire professionals with over 20 years of both urban and wildland firefighting experience, tree professionals with over 30 years’ experience, and a general contractor with over 20 years’ experience working in Lamorinda. One team member is certified by NFPA to assess Wildfire Hazards in urban settings. Our lead team members grew up and work in the Lamorinda area which gives us a unique perspective on the challenges facing our area.

Contractor License : # 770687

California State Fire Marshal : S-212 (Class B Faller)

ISA # WE-12199A

SCOPE OF WORK & BUDGET

All work to be performed in a professional manner


We plan to provide the necessary equipment and labor to perform the following work:

SCOPE OF WORK	BUDGET
1.) Reduce ladder and surface fuels, such as pruning low hanging tree limbs, removing dead and downed branches, fallen logs and removing understory vegetation	\$100 per hour, per crew member
2.) Ability to staff a hand crew of a minimum of 2 people to a maximum of 15 people	\$100 per hour, per crew member
3.) Remove large, hazardous or diseased trees or limbs in sensitive/ technical areas	\$100 per hour, per crew member
4.) Chipping brush and trees of varying size	\$100 per hour, per crew member
5.) Thinning of forest stands up to a specific DBH or spacing between trees	\$100 per hour, per crew member
6.) Falling and reducing various live or dead trees, including Eucalyptus and Monterey Pines	\$100 per hour, per crew member

7.) Hand cutting or masticating brush	Hand Cutting \$100 per hr, per crew member Masticator \$3,000 per day
8.) Mowing or weed-eating grass	Weed-eating \$100 per hr, per crew member Mowing \$350 per hr
9.) Working around sensitive habitat areas	\$100 per hour, per crew member
10.) Consolidate cut material, move or cover up and prep vegetation for future burn piles or chipping	\$100 per hour, per crew member
11.) Install erosion control or water quality control measures (silt fencing), if needed	\$100 per hour, per crew member
11.) Poison Oak removal	\$250 per hour, per crew member

Thank you for your consideration.

Best,


Tim Opdycke, Owner

Info@firereadylamorinda.com

(925) 222-5939



PROPOSAL

May 14, 2021

MORAGA-ORINDA FIRE PROTECTION DISTRICT

Environmental Compliance Services for Wildland Fuels Management



"The team at Sequoia was critical to effective hazardous fuel reduction for the North Orinda Shaded Fuel Break. By having their biologists evaluate sites before work began we could avoid potential environmental impacts and accelerate the project. Their staff's expertise continued to guide field crews throughout the work, giving the whole project team confidence that we could adjust the project to meet the best management practices and comply with the myriad of environmental requirements, while reducing the potential of wildfire."

Cheryl Miller, Executive Coordinator
Diablo FireSafe Council



May 14, 2021

Jeff Isaacs, Fire Marshal
Moraga-Orinda Fire District
1280 Moraga Way
Moraga, CA 94556

RE: Request for Proposals for Environmental Compliance Services for Wildland Fuels Management

According to the California Department of Forestry and Fire Protection (CAL FIRE), California's wildfire season is starting earlier and ending later each year. The East Bay hills are considered to be one of the highest fire risk areas in the state, with the potential for devastation exacerbated by their proximity to the wildland-urban interface. To reduce the risk of fire in their District and neighboring areas, the Moraga-Orinda Fire Protection District (District; MOFD) provides a proactive approach to mitigate and reduce the impacts resulting from wildfires. The District has proven to be a leader in educating, preparing, and assisting their community ahead of each fire season; from utilizing social media to inform their community of ongoing efforts to reduce fuel load, to holding community meetings to share resources and support to create defensible space around homes, to applying for grants to fund work to install shaded fuel breaks and clear evacuation routes in anticipation of wildfires. We understand that MOFD needs an environmental consultant who can provide support that will facilitate this necessary and urgent work, while also allowing them to protect and enhance the sensitive habitat and species in the East Bay hills. This support includes permitting, CalVTP compliance and reporting, California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) analyses, focused plant and animal surveys, and biological monitoring and agency reporting.

Sequoia Ecological Consulting, Inc. (Sequoia) had the honor of working closely with the Moraga-Orinda Fire Protection District during planning and implementation of the North Orinda Shaded Fuel Break project, providing permit interpretation, biological surveys, environmental crew training, environmental compliance monitoring, agency coordination, communication with the public and stakeholders, vegetation mapping, and contractor coordination. As described in this proposal, our staff have also supported a number of other local entities to reduce their fuel load and vulnerability to wildlife. Nearly all of Sequoia's 30 biologists and project managers have worked alongside the District and other clients to plan and implement their fuels management programs and projects off the ground, and we understand the unique challenges associated with these efforts. Tackling critical project objectives alongside our client's staff, firefighters, and contractors, has instilled in us a profound sense of teamwork and purpose, and enabled us to serve as a flexible, seamless extension of our clients' staff. In our history, Sequoia has never failed to fulfill a request, even urgent same-day requests, to support the various programs we support. We have prioritized our fuels reduction work above all other work requests on our client list because we understand the urgent need to mitigate our region's vulnerabilities when it comes to wildfire. Our team is uniquely aware that we have been privileged to support this important work in our backyards and in the wild places where we find refuge. The East Bay area is our home, and we would like to continue helping to reduce the threat of wildfire here, while also enhancing the habitats of the diverse species that share these lands with us. Our ability to respond to urgent requests in less than ½ hour will avoid unnecessary work delays and costly travel and mobilization costs.

Thank you for inviting us to support the District's Wildland Fuels Management Program. Sequoia is committed to contributing to the timely and successful completion of your projects while providing outstanding customer service. With over 25 agency-approved and experienced biologists available to work on this program, we can guarantee that the District will always have a dedicated team to support project goals. As Sequoia's President, I am fully authorized to sign and negotiate on behalf of Sequoia, and to fully dedicate our resources to ensure environmental compliance success for the District's fuels management efforts. Please feel free to contact me if you have any questions.

Sincerely,

SEQUOIA ECOLOGICAL CONSULTING, INC.



Debie Montana
President/Principal Biologist

SEQUOIA MEETS ALL SELECTION CRITERIA

✓ **EXPERIENCE PROVIDING ENVIRONMENTAL COMPLIANCE SERVICE FOR WILDLAND FUEL MANAGEMENT**

As described throughout this proposal, Sequoia has provided extensive environmental compliance support during planning and implementation of fuels management projects. Our team provides all of the necessary expertise to ensure that the District's work is completed with minimal impact to sensitive resources.

SEQUOIA FUELS MANAGEMENT PROJECT	FUELS MANAGEMENT	COMPLIANCE WITH BO AND AMMS	BIOLOGICAL MONITORING	PRE- AND POST-TREATMENT ASSESSMENTS FOR HABITAT AND SPECIES CONDITIONS	CEQA/NEPA/CALVTP PLANS AND DOCUMENTS AND REVIEW	ENVIRONMENTAL TRAINING OF CREWS	STAKEHOLDER MEETINGS	CAL FIRE INVOICING	NESTING BIRD SURVEYS	BOTANICAL SURVEYS	PRE-CONSTRUCTION SURVEYS	PROTOCOL-LEVEL SURVEYS	DAILY MONITORING AND REPORTING	QUARTERLY AND ANNUAL REPORTING	VEGETATION MAPPING	FLAGGING SENSITIVE RESOURCES
MOFD North Orinda Shaded Fuel Break	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓		✓	✓	✓	✓
EBRPD Fuels Management Program	✓	✓	✓	✓		✓			✓	✓	✓		✓	✓	✓	✓
Georgetown Divide RCD L20AC00468 Fuel Reduction Project	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓
El Dorado RCD Fire Adapted 50 Phase IB Wildland Fire Protection Program	✓	✓		✓	✓	✓	✓		✓	✓	✓	✓		✓	✓	✓
CAL FIRE Kings Mountain Road Emergency Shaded Fuel Break	✓	✓	✓			✓		✓	✓	✓	✓	✓	✓		✓	✓
CAL FIRE Quarry Park Shaded Fuel Break	✓	✓	✓	✓		✓		✓	✓	✓	✓	✓	✓	✓	✓	✓
San Mateo County Parks Kings Mountain Road	✓	✓	✓			✓		✓	✓	✓	✓	✓	✓		✓	✓
San Mateo County Parks Huddart and Wunderlich Parks	✓	✓	✓			✓		✓	✓	✓	✓	✓	✓		✓	✓
PG&E's Wildfire Safety Inspections Program	✓	✓	✓			✓			✓	✓	✓	✓	✓		✓	✓
EBRPD Support for Fire Crew Requests and Trapline Clearing	✓	✓	✓			✓			✓	✓	✓		✓		✓	✓
EBMUD Fire Projects	✓	✓	✓	✓		✓	✓		✓	✓	✓	✓	✓	✓	✓	✓

✓ **ABILITY TO RESPOND QUICKLY TO LAST-MINUTE REQUESTS**

We understand that the nature of these projects lends itself to last-minute schedule changes due to weather, fire risk, and other unpredictable conditions. Sequoia's team of cross-trained local biologists are already approved by the CDFW and USFWS to survey and monitor for the sensitive species found within the District boundaries. They have worked extensively on fuels management efforts, and they understand the intricacies of compliance support for fuels treatment activities. This allows us to hit the ground running at project kickoff, and to rapidly mobilize fully qualified staff, accommodating concurrent work and changing project needs. Sequoia can schedule qualified biologists for field surveys and monitoring efforts within 24 hours of District staff requests, or less.

✓ **DEMONSTRATED EXPERIENCE WITH FIRE CREWS**

Sequoia and its staff have coordinated and worked closely with fire crews and agencies including:

- » **Moraga-Orinda Fire District**
- » **Mt. Diablo Fire Safe Council**
- » **California Conservation Corps**
- » **East Bay Regional Park District's Fire Department**
- » **Contra Costa County Fire Department**
- » **CAL FIRE (numerous projects including the Kings Mountain Road Emergency Shaded Fuel Break and Quarry Park Shaded Fuel Break projects in San Mateo County, North Orinda Shaded Fuel Break project, and East Bay Regional Park District's Fuels Management Program projects at various locations)**

✓ **EXPERIENCE WORKING WITH LOCAL OPEN SPACE AND MUNICIPALITIES**

- » **East Bay Regional Park District**
- » **East Bay Municipal Utility District**
- » **Midpeninsula Regional Open Space District**
- » **San Mateo County Parks**
- » **California State Parks**
- » **Contra Costa Water District**
- » **Town of Orinda**
- » **City of Benicia**
- » **City of Suisun City**
- » **Contra Costa County Public Works Department**
- » **Sonoma County Regional Parks**
- » **Solano County**
- » **Zone 7 Water Agency**

✓ **EXPERIENCE WITH CAL FIRE GRANTS AND INVOICING**

We are very familiar with the processes involved when working on projects funded through CAL FIRE grants, and the invoicing associated with these efforts. Sequoia worked under CAL FIRE grants and submitted invoices directly to CAL FIRE during our work on their Kings Mountain Road Emergency Shaded Fuel Break and Quarry Park Shaded Fuel Break projects in San Mateo County. Sequoia's invoices were also submitted to CAL FIRE on MOFD's North Orinda Shaded Fuel Break project.

✓ **MINIMUM OF FIVE STAFF MEMBERS WITH EXPERIENCE IN FUELS MGMT / REDUCTION**

ALL of Sequoia's 25+ biologists have worked in fuels and vegetation management. Nearly every member of our staff worked on the North Orinda Shaded Fuel Break project, as well as the East Bay Parks' Fuels Management Program, and are deeply familiar with implementation of environmental compliance measures for fuel reduction treatments in the East Bay Hills.

✓ **QUALIFIED BOTANIST, CERTIFIED ARBORIST, AND MULTIPLE TECHNICAL STAFF WITH PERMITS TO HANDLE AND SURVEY FOR LISTED SPECIES**

Sequoia's staff have all the requisite certifications and permits to provide the range of expertise required for the District's projects. Our staff includes a Certified Consulting Botanist, Certified Arborist, and numerous individuals with 10(a)1(A) recovery permits and/or Memorandums of Understanding (MOUs) for sensitive species including Alameda whipsnake, California tiger salamander, California red-legged frog, San Francisco garter snake, Foothill yellow-legged frog, California Ridgway's rail, Western snowy plover, Vernal pool branchiopods, and other sensitive species.



QUALIFICATIONS OF THE FIRM AND KEY STAFF

ABOUT SEQUOIA ECOLOGICAL CONSULTING

Founded in 2011, Sequoia is an East Bay Area-based, woman-owned small business that provides environmental consulting services to public and private entities throughout California. With a full-time staff of 30, and a history of successfully managing environmental compliance efforts for local agencies' fuels management projects, Sequoia is positioned to quickly mobilize qualified scientists whose expertise facilitates successful and timely completion of the District's projects. Sequoia's US Fish and Wildlife Service (USFWS)- and California Department of Fish and Wildlife (CDFW)-approved biologists have specialized experience with all of the key species that are found throughout the District's boundaries including California red-legged frog (CRLF), Alameda whipsnake (AWS), and San Francisco dusky-footed woodrat (SFDW). We apply this knowledge, along with a focus on client service and communication, to ensure permit compliance and minimize project impacts to our region's sensitive natural resources.

ENVIRONMENTAL COMPLIANCE SUPPORT FOR FUELS MANAGEMENT

Sequoia works extensively with local fire districts, firesafe councils, resource conservation districts, and other public and open space agencies, providing environmental compliance support for fuels reduction programs that seek to manage dense vegetation in the wildland-urban interface. We coordinate with clients, fire districts, landowners, and regulatory agencies; and provide consultation, interpretation of project permits, biological monitoring services, and surveys and habitat assessments for sensitive species. In the field, Sequoia's biologists work closely with fire crews and vegetation removal contractors to ensure that best practices are implemented. In addition to our work with the District, we have supported fuels management programs for clients including CAL FIRE, East Bay Regional Park District (EBRPD), East Bay Municipal Utility District, San Mateo County Parks Department, and the El Dorado and Georgetown Divide Resource Conservation Districts, as well as PG&E for support of their Wildfire Safety Inspection Program.

Sequoia's proposed project team, led by **Debie Montana** (Principal-in-Charge) and **Grace Mannell** (Project Manager/Biologist), is deeply familiar with local biological resources and special-status species through our work on the North Orinda Shaded Fuel Break project, which covered more than 1,400 acres across 19.3 miles of the Orinda hills; as well as our support of dozens of projects across East Bay Regional Park District properties for their Fuels Management Program and Routine Maintenance Program. All of Sequoia's biologists are experienced with Endangered Species Act compliance and have successfully assisted the District with permit interpretation and compliance monitoring.

Relevant Offerings

- 30 Locally Based Staff with Experience in Environmental Compliance Support During Fuels Management Work
- Project Planning and Permitting Support
- CEQA Review / Drafting of Biological Recommendations
- Biological Monitoring During Fuel Treatment Activities
- Special-status Species Surveys
- CalVTP Implementation Training 2021
- Wetland Delineation, Permitting, and Mapping
- Focused Botanical Surveys
- Certified Botanist
- Certified Arborist
- State and Federal Permitting Assistance
- USFWS 10(a)(1)(A) Permitted Staff
- Environmental Awareness Training for Construction Crews
- Vegetation Mapping
- Pre- and Post-treatment Biological Surveys and Habitat Assessments
- Environmental Document Support and Technical Studies
- GPS Data Collection & GIS Support



Sequoia's proactive project planning and effective communication on the ground have enabled us to avoid costly permitting requirements and project delays, allowing our clients' time and resources to be redirected to other high-priority areas.

Construction Monitoring

Sequoia's biologists are experienced in monitoring a variety of fuels management treatments with the potential to disturb or impact sensitive species and their habitat. We have monitored high-impact work including mechanical thinning, prescribed fire, hand thinning/pile burn, and mastication, and we are deeply familiar with the implementation and safety challenges that are common with these projects.

Environmental Training

Sequoia's biologists routinely provide environmental training for construction crews and other project site personnel. Our staff is skilled at communicating detailed scientific information in an accessible format to a wide variety of audiences. We promote a high level of teamwork and engagement with crews during trainings through open-ended and interactive communication. We are always prepared to act appropriately if a protected species is found on site, and we work closely with crews to develop workable solutions when a sensitive species' presence may impact the pace of work. **We can also provide our training materials and deliver our verbal training in Spanish.**

Our biologists regularly receive accolades and are acknowledged for their exemplary communication with crews and clients throughout treatment activities.

Field Surveys and Species Handling/Relocation

Sequoia biologists frequently conduct pre-construction as well as protocol- and reconnaissance-level species-specific surveys to determine and record the presence of sensitive plants, amphibians, mammals, reptiles, fish, butterflies and other insects, and their habitats in accordance with protocols and methods established by the USFWS. Sequoia's cross-trained team of biologists has been approved by the CDFW and USFWS to survey, monitor, assess habitat quality, and conduct environmental trainings for special-status species, including AWS, CRLE, SFDW, western pond turtle, pallid manzanita, and western leatherwood. Sequoia personnel also perform habitat assessments for AWS.

SEQUOIA PROVIDES FLEXIBLE SOLUTIONS

In the summer of 2018, Sequoia supported **EBRPD's trapline clearance fuels reduction** activities. The project posed exceptional coordination challenges because the work locations changed daily, and the crew frequently cancelled or rescheduled work. During this time, Sequoia's **Grace Mannell** established a direct line of communication with the Civicorps foreman, connecting with him at 6:30am each morning to check to the status of work for the coming day. Using this direct and regular method of communication, **Sequoia saved the project money**, as time was not wasted driving to sites before cancelled work. **The District also saved a significant amount on coordination effort with the contractor, since Sequoia dealt directly with crews.**



We are familiar with the life history and habitat requirements for each of these species.

Plant Surveys and Arborist Services

Sequoia staff, including Certified Consulting Botanists and Arborists, conduct rare plant surveys, plant community mapping, invasive plant identification, and on-site biological monitoring that help to inform avoidance measures that protect rare plant species. Many of our projects require pre- and post-treatment botanical surveys, and Sequoia staff have valuable experience surveying for rare plants, including pallid manzanita, in Bay Area ecosystems.

All Sequoia staff are deeply familiar with the region's flora through their extensive work and frequent recreational activities in the East Bay hills. We bring diverse, specialized experience with native species and their similar co-occurring non-native counterparts.

Wetland Delineations

Sequoia staff are trained in wetland delineation procedures required under Section 404 of the Clean Water Act, Section 10 of the Rivers and Harbors Act, and the California Coastal Act, and has conducted numerous wetland delineations throughout California for both private and public-sector clients.

We have written wetland delineation reports and associated permit applications for US Army Corps of Engineers Nationwide Permits, Regional Water Quality Control Board Water Quality Certifications, and California Department of Fish and Wildlife Streambed Alteration Agreements. In addition, we have expertise in wetland, riparian, and other Environmentally Sensitive Habitat Area delineations, biotic assessments, and buffer zone analyses required by the California Coastal Act.

CEQA/NEPA Analysis and CalVTP Program Environmental Impact Report (pEIR)

In 2019, the CalVTP pEIR received approval by the California Board of Forestry and Fire Protection, and more than 200 entities are expected to will use the pEIR to streamline CEQA analysis of their fuel reduction projects. The pEIR is designed to cover the entire spectrum of potential impacts to biological impacts, and provides mitigation for these impacts throughout the state's habitats. Due to it's comprehensive design, the CalVTP process enables project proponents to avoid separate CEQA documents, such as full EIRs or mitigated negative declarations. Since the pEIR was only recently approved, very few proponents have utilized the pEIR to date.



A contractor clears vegetation in a portion of Claremont Canyon Regional Park which has been identified both as high-risk for wildfire, and highly sensitive habitat for Alameda whipsnake.

Sequoia's proposed Principal-in-Charge and Project Managers have attended several trainings to solidify our understanding of the analysis and reporting requirements. In fact, because we have extensive experience performing compliance support under EIRs and Habitat Conservation Plans (HCPs), the reporting and analysis under the CalVTP is very familiar and easy to understand and follow.

In addition to our CalVTP familiarity, Sequoia has provided CEQA and NEPA support to other fuel reduction clients such as the El Dorado Resource Conservation District for their Fuels 50 program. Sequoia prepared a Notice of Exemption in compliance with the National Environmental Policy Act (NEPA), as well as related CEQA and NEPA evaluation, surveys, consultations, communications, information exchange, reporting, monitoring, mapping, and document management.

SAFETY

Monitoring during fuels reduction activities poses unique safety hazards. During this work, crews may fell trees, which present overhead debris falling hazards. Fuels reduction equipment, including chainsaws, masticators, and woodchippers, throw wood or debris up to 300 feet from project activities, making personal protective equipment (PPE) such as hard hats and safety glasses essential.

All fuels reduction equipment poses a high risk of starting a wildfire, especially if spinning blades strike unseen rocks or if equipment is parked over dry vegetation. In addition to our standard safety training for all staff, which includes OSHA 10-hour construction training and internal training programs, Sequoia staff who work with masticators or monitor controlled burns receive additional safety training, as these types of work pose increased safety and compliance challenges.

Sequoia staff understand and respect the dangers posed by fuels reduction and survey work, and we take safety very seriously and personally.

Our team has an excellent safety record, and we work on a continuous improvement loop when it comes to safety – we never stop looking for ways to prevent future safety incidents and improve our safety program.

Sequoia also has a well-established COVID-19 safety protocol that our staff members follow to ensure that we are in compliance with the most recent county and state guidelines at all times, and are able to keep our staff, colleagues, clients, and crews safe during work.

While supporting MOFD on the North Orinda Shaded Fuel Break in 2019:

- » Sequoia supplied up to 12 biologists per day for surveys and monitoring, as needed.
- » All sensitive areas, including waterways and riparian habitat, were avoided by crews and the fire department.
- » Sudden oak death and invasive plant species decontamination protocol (boot and gear decontamination) occurred daily during the morning meeting.
- » Due to successful mitigation efforts and preparedness of crews, effectively no impacts to sensitive resources occurred.
- » No take occurred.

Environmental training:

- » Trainings given to over 150 crew members, including staff and representatives from CAL FIRE, MOFD, EBRPD, EBMUD, Firestorm, Arborworks, Elderd Bros., and private individuals.
- » Training covered ecology, life history, and avoidance/minimization measures for Alameda whipsnake, California red-legged frog, sudden oak death & decontamination protocol, San Francisco dusky-footed woodrat, nesting birds, and various sensitive plants.



CAL FIRE INVOICING AND GRANT SUPPORT

Sequoia has worked on a number of projects with CAL FIRE grant funding, and we are very familiar with the processes and invoicing associated with these efforts. Sequoia worked under CAL FIRE grants and submitted invoices directly to CAL FIRE during our work on their Kings Mountain Road Emergency Shaded Fuel Break and Quarry Park Shaded Fuel Break projects in San Mateo County. Sequoia's invoices were also submitted to CAL FIRE on MOFD's North Orinda Shaded Fuel Break project.

FIRM CAPACITY

Sequoia President and Principal-in-Charge Debie Montana assures that all staff assigned to this project will continue to be fully dedicated and available for MOFD's Wildland Fuels Management projects. Sequoia's team of biologists represents a depth of expertise and staff redundancy that will allow us to respond to any need for biological resources support that may arise to support this program. Because Sequoia already has a large group of agency-approved biologists for this work, we can ensure that we will not only have qualified staff available to meet every project need, but we will be ready to mobilize these staff members as soon as the project is ready to begin. Sequoia's large network of cross-trained and approved biologists allows us to scale up our staffing when required to support all of our clients' project needs, even on short notice. For example, during our work for MOFD on the North Orinda Shaded Fuel Break project, we deployed as many as 12 biologists to different site locations where work was occurring simultaneously, allowing crews to maximize optimal weather conditions.



A crew chips felled trees while a biological monitor provides assistance from a safe distance away during the North Orinda Shaded Fuel Break project.



EBRPD Fuels Reduction Program

Alameda and Contra Costa Counties | EBRPD

From 2014-2021, Sequoia assisted the East Bay Regional Park District with system-wide implementation of the Wildfire Hazard Reduction and Resource Management Plan, as well as interpretation of a Biological Opinion, Incidental Take Permit, and Environmental Impact Report for the District's fuels reduction project. This project extends throughout EBRPD property in Alameda and Contra Costa counties. Sequoia coordinated communication and monthly update meetings with the District, and managed performance of the biomonitoring effort. Sequoia's biologists and technical specialists performed pre-and post-construction surveys, pre-activity surveys, biological monitoring, and long-term monitoring. A large group of Sequoia staff are approved by both the USFWS and CDFW to work with sensitive species on site. Sequoia staff also performed habitat assessments for AWS, identify signs of infection by *Phytophthora cinnamomi*, facilitated decontamination protocols to prevent the spread of *Phytophthora* species, and implemented AMMs during fuels treatment activities.

Approved staff members survey, monitor for, assess habitat quality, and conduct environmental trainings for special-status species, including:

- » Alameda whipsnake
- » Pallid manzanita
- » California red-legged frog
- » Western pond turtle
- » San Francisco dusky-footed woodrat
- » California tiger salamander
- » Western leatherwood

Client Reference

East Bay Regional Park District
Kristen Van Dam, Resource Analyst/Ecologist
510.544.2324
kvandam@ebparks.org

Total Project Value

2018-2020: \$632K
2014-2018: \$391K

Roles of Staff

Principal-in-Charge:
Debie Montana
Project Manager: Grace Mannell
Deputy Project Manager: Julie Woodruff

Approved Biologists:
Julie Woodruff, Andrew Ford, Brett Hanshew, Kim Sawyer, Tashi MacMillen, Margaret Finch, Amber Anderson, Liz Lopez, Jessica Ma, Alex Hirth, Jackson Valler, Stephanie Kong, Aurelie Muckenhirn, Dan Muratore, Helen Compton, Keala Cummings, Lucas Lee, Sam Wentworth, Stephen Gergeni, Nereida Bravo, Natalie Luong, Cyrstal Shore, Kareesa Griffith, Zachary McDonald, James Otis, Stephanie Malinich, Jamie Gergeni, Evan Levy



San Mateo County Fuel Breaks

San Mateo County | CAL FIRE & San Mateo County Parks

Supporting CAL FIRE's work on the 70-acre **Kings Mountain Road Emergency Shaded Fuel Break Project**, Sequoia met with CAL FIRE staff and project representatives to plan for project implementation, special protection measures, and potential operational constraints. Treatments included mechanical treatments (masticators) to create a shaded fuel break along with utilization of hand crews with chippers and burn piles. Sequoia provided focused endangered species and botanical surveys to ensure environmental compliance and adherence to CAL FIRE's fuel reduction (AMMs). We provided environmental training to CAL FIRE crews, and conducted pre-treatment assessments, collecting data on species cover, composition, and presence of invasive species. Sequoia will conduct post-treatment assessments to determine maintenance intervals for the fuel break. As part of the same project, Sequoia supported the San Mateo County (SMC) Parks Department, performing focused surveys under our on-call contract to determine the presence of rare plants, primarily Kings Mountain manzanita.

Sequoia is also working with the SMC Parks Department to provide comprehensive **rare plant surveys of the entirety of Huddart and Wunderlich County Parks** in advance of fuels management implementation. Timed to properly capture bloom periods for the target species, surveys include all vegetation communities within park boundaries, using a tiered approach to prioritize currently blooming target species and areas within park boundaries. Sequoia's botanists are surveying over 1,900 acres of park land for this project.

Sequoia worked with CAL FIRE in support of the **El Granada-Quarry Park Emergency Shaded Fuel Break Project**. This 170-acre project restored a system of access roads and perimeter fuel breaks within a 500-acre eucalyptus stand near Half Moon Bay. Sequoia assisted with project implementation, special protection measures, and potential operational (biological) constraints. Sequoia's biologists conducted preliminary surveys and mapping of proposed work areas focusing on the presence of nesting birds, sensitive species and their habitat, existing erosion or signs of other work already completed, and safety hazards; as well as biological monitoring and environmental training.

Client Reference

CAL FIRE
Ed Orre, Chief
408.206.3704
Edgar.Orre@fire.ca.gov

Total Project Value

CAL FIRE Projects: \$32K
SMC Parks Projects: \$100K

Roles of Staff

CAL FIRE Projects:
Principal-in-Charge: Debie Montana
Project Manager: Amber Anderson

Surveying and Monitoring:
Keala Cummings, Margaret Finch, Dana Kilsby, Natalie Luong, Stephanie Malinich, Kayla Souza

SMC Parks Projects:
Project Manager: Amber Anderson

Rare plant surveys:
Keala Cummings
Andrew Ford



Fire Adapted 50: Phase 1B, Wildland Fire Protection Program

El Dorado County | El Dorado RCD

The Fire Adapted 50 program was developed to strengthen and expand existing fuel breaks in the Wildland Urban Interface/Intermix zone of the South Fork American River Watershed. It consists of several projects primarily located along the Highway 50 corridor and within El Dorado National Forest, where there have been five large and devastating fires in the last 40 years. The project is conducting vegetation treatments designed to interrupt potential wildfire behavior by reducing the rate of spread and intensity of fire, and maintain vegetation conditions that allow fires to burn with lower intensities, which would provide improved opportunities for fire crews to stop the spread of fire.

Sequoia is providing environmental consulting services to ensure compliance with all federal, state, and local regulations and project permits. We prepared a Notice of Exemption in compliance with NEPA, as well as related CEQA and NEPA evaluation, surveys, consultations, communications, information exchange, reporting, monitoring, mapping, and document management. Sequoia is creating and implementing a work plan that will be approved by USFS, which included adaptable approaches to sensitive resources of special concern to the agencies.

Sequoia developed contractor-facing resource map sets to assist in project planning and implementation. We developed an environmental training program to inform crews about sensitive resources, operational constraints, and the regulatory setting of these constraints. This training program was uploaded to YouTube for convenient, socially distanced information sharing. Sequoia's team provided a specialized botanical survey training to the project's professional foresters at the request of USFS. Based on the desktop review and field visits conducted, we identified areas with potential for sensitive plant species to occur in or near the work area. Where there was potential for a sensitive plant within the work area, Sequoia's approved botanist/biologist conducted preconstruction rare plant surveys in the project area, and biologists surveyed the nearby ponds and waterways to determine presence of California red-legged frog. As survey and work results are collected, Sequoia has continuously updated the project maps to assist contractors with permit compliance.

Client Reference

El Dorado RCD
Mark A. Egbert, District Manager
530.957.3472
mark.egbert@ca.usda.gov

Total Project Value

\$141K

Roles of Staff

Principal-in-Charge: Debie Montana
Project Manager: Grace Mannell,
Sr. Technical Advisor: Brett Hanshew
Project Biologist: Jessica Ma

Botanist: Andrew Ford
Field Biologists: Stephen Gergeni,
Alex Hirth, Jesse Reeb, Ari Rogers



KEY STAFF

PRINCIPAL-IN-CHARGE

Debie Montana will provide project oversight, managerial support, and assurance that Sequoia will provide the dedicated resources required to meet the District's needs on every project. Mrs. Montana feels deeply privileged to lead Sequoia in serving the District, playing a small role in stewarding the land that we call home, and protecting the habitats and species that inspired her to become a biologist.



With over 20 years of experience, Mrs. Montana oversees Sequoia's environmental compliance efforts, combining her conservation and organismal biology and fisheries background with her strong understanding of all aspects of environmental analysis, and her extensive knowledge of environmental permitting through federal, state, and local agency processes.

Certified in Project Management by the University of California at Davis, Mrs. Montana oversees large-scale fuels treatment and utility projects spanning diverse regions and habitats. She served as Principal-in-Charge on Sequoia's previous contract with the District for the North Orinda Shaded Fuel Break project. She served in the same capacity on dozens of projects under East Bay Regional Park District's Fuel Management Program, and she also worked closely with the San Mateo County Parks Department and CAL FIRE to provide focused species and rare plant surveys for fuel reduction activities covering more than 2,000 acres of park land throughout San Mateo County.

PROJECT MANAGER

Grace Mannell will serve as Sequoia's Project Manager and primary point of coordination with District staff. With 9 years of experience in terrestrial biology and environmental consulting, Ms. Mannell combines extensive project management and coordination experience with monitoring, surveying, and handling expertise for local protected species including Alameda whipsnake and California red-legged frog, and has served as a USFWS/CDFW-approved biologist for these and many other sensitive species. Ms. Mannell has in-depth knowledge of East Bay flora and fauna, as well as all facets of biological monitoring for environmental compliance during fuel treatments, environmental training programs, protocol-level surveys and habitat assessments, permit interpretation, and reporting.



Ms. Mannell is an exceptional project manager whose focus on communication, attention to detail, and ability to forge strong relationships between project crews and Sequoia's field team minimizes compliance issues and facilitates quick resolution of project challenges.

Ms. Mannell has led teams of biological monitors and technical specialists on many fuel treatment and vegetation removal efforts, including the North Orinda Shaded Fuel Break project, where she managed and coordinated as many as 12 biologists working on these sites simultaneously. She has also coordinated extensive field efforts for East Bay Parks' Fuels Management Program and PG&E's vegetation management program and pipeline safety projects.

PROJECT MANAGER

In order to provide the highest level of customer service to the District on this project, Sequoia biologist **Julie Woodruff** will also provide project management including scheduling, coordination, and task management support during all project activities.



Project Managers Grace Mannell and Julie Woodruff will provide seamless project coordination with District staff, Sequoia's team, and crews.

Ms. Woodruff holds a USFWS 10(a)1(A) recovery permit for CRLF, California tiger salamander (CTS), and Sierra Nevada yellow-legged frog, and a CDFW MOU for foothill yellow-legged frog, CTS, and Sierra Nevada yellow-legged frog. Ms. Woodruff is a USGS Master Bander, permitted to band burrowing owl, western screech owl, and northern saw-whet owls.

Ms. Woodruff is a biologist, herpetologist, and avian ecologist with over 10 years of experience managing and performing surveys and monitoring for a variety of special-status species, including CRLF, AWS, SFDW, CTS, California and northern spotted owl, and nesting birds, among many others. She has worked as an approved biologist at numerous active construction and fuel treatment sites, providing environmental training and monitoring to avoid sensitive species and their habitats. She has contributed to a range of technical documents and reports, including Biological Opinions and Assessments and Natural Environmental Surveys. Ms. Woodruff is experienced leading field survey efforts and has coordinated several projects, including recent fuels management support for the District, the East Bay Parks program, CAL FIRE, and San Mateo County Parks Department.

SENIOR TECHNICAL ADVISOR

Brett Hanshew is a biologist and senior technical specialist with over 15 years of experience focused on environmental compliance. He lends his deep technical knowledge of the varied habitats and biological resources found throughout northern California to this effort. Mr. Hanshew holds federal and state certifications for handling and relocating protected species of concern, including a USFWS 10(a)1(A) recovery permit for handling and relocating California red-legged frog, San Francisco garter snake, vernal pool branchiopods, and California tiger salamander. He has conducted habitat assessments, constraints analyses, biological monitoring, and research studies on these and other species throughout the East Bay. He applies his extensive field implementation experience and knowledge of regulatory requirements to navigate federal, state, and local agency processes; develop solid permitting strategies; interpret permit requirements; and work with agencies to establish mitigation measures.



TECHNICAL SPECIALISTS

The following technical specialists will provide additional focused species expertise to the team and the District as needed.

- » **Andrew Ford.** Certified Consulting Botanist, Certified Arborist, and 10(a)1(A)/MOU: CRLF, CTS
- » **Jesse Reeb.** 10(a)1(A)/MOU: AWS, CTS, SFGS, Ridgway's rail
- » **Ari Rogers.** 10(a)1(A)/MOU: CRLF, CTS
- » **Jackson Valler.** 10(a)1(A)/MOU: CRLF, CTS
- » **Aurelie Muckenhirn.** Sub-permittee USFWS 10(a)(1) (A) Recovery Permit: Western snowy plover
- » **Dave Wyatt (Subconsultant).** SCP/MOU: Bats
- » **Tom Mahony (Subconsultant).** Botany/Wetland Delineation



APPROVED BIOLOGICAL MONITORS

Sequoia's local and experienced biologists are already CDFW- and USFWS-approved for fuels management surveys and monitoring for federally and state-listed species in the East Bay hills. These in-place approvals, combined with our staff's direct experience working with the crews and monitoring for all of the focal species throughout the District, allow Sequoia to hit the ground running, quickly mobilizing to support projects with no learning curve.

NAME OF MONITOR	YEARS OF EXPERIENCE	AWS			CRLF		PALLID MANZANITA		SFDW EXPERIENCE
		USFWS APPROVAL	CDFW APPROVAL	MONITORING HOURS	APPROVAL	MONITORING HOURS	APPROVAL	MONITORING HOURS	
Grace Mannell	7	DB	DB+	>1,000	DB	>1,000	DB	>300	>1,000
Brett Hanshew	15	DB	DB+	>1,000	DB	>1,000	DB	>1,000	>1,000
Kim Sawyer	8	DB	DB+	>1,000	DB	>1,000	DB	>1,000	>1,000
Jesse Reeb	15	DB Pending	DB Pending	300	DB Pending	1,300	AB Pending	—	>500
Tashi MacMillen	12	DB	DB (S)	>1,000	DB	>1,000	DB	>50	>1,000
Margaret Finch	9	DB	DB+	>300	DB	>500	DB	20	>500
Amber Anderson	10	DB	DB+	>500	DB	>600	DB	120	>500
Liz Lopez	12	DB	DB+	>60	DB	>500	DB	>60	>200
Jessica Ma	8	AB	AB	>150	AB	>300	AB	—	>200
Alex Hirth	6	DB	DB+	>300	DB	>100	DB	>200	>500
Andrew Ford	6	DB	DB (S)	>300	DB	>300	DB	>200	>500
Jackson Valler	6	DB	DB+	>400	DB	>1,000	DB	>200	>1,000
Julie Woodruff	11	DB	DB (S)	>500	DB	>1,000	DB	>500	>500
Stephanie Kong	10	DB	DB+	>1000	DB	>1000	DB	>500	>1,500
Ari Rogers	3	DB Pending	DB Pending	>500	DB Pending	>400	DB Pending	—	40

APPROVAL STATUSES:

DB Designated Biologist

AB Assistant Biologist

Pending Submitted, Approval Pending

AWS HANDLING APPROVALS:

DB+ Designated Biologist (Approved to Handle AWS Independently)

DB (S) Designated Biologist (Approved to Handle AWS Under Supervision)

NAME OF MONITOR	YEARS OF EXPERIENCE	AWS			CRLF		PALLID MANZANITA		SFDW EXPERIENCE
		USFWS APPROVAL	CDFW APPROVAL	MONITORING HOURS	APPROVAL	MONITORING HOURS	APPROVAL	MONITORING HOURS	
Aurelie Muckenhirn	3	AB	AB	>200	AB	>600	AB	>100	>1,000
Dan Muratore	7	DB	DB (S)	>250	DB	>1,000	DB	>250	>500
Helen Compton	5	DB	DB+	>500	DB	>500	DB	>500	>500
Keala Cummings	15	DB	DB (S)	>250	DB	>350	DB	>75	>350
Lucas Lee	2	AB	AB	>40	AB	>80	AB	—	>200
Sam Wentworth	4	DB	DB (S)	>600	DB	>800	DB	>500	>700
Stephen Gergeni	7	DB	DB	25	DB	>400	DB	25	>750
Kayla Souza	2	DB Pending	DB Pending	>50	DB Pending	>50	AB Pending	>20	>50
Nereida Bravo	5	AB	AB	>200	AB	>200	AB	>20	>200
Natalie Luong	2	AB	AB	>200	AB	>200	AB	>20	>200
Darian Wong	1	DB Pending	DB Pending	>200	AB Pending	>200	AB Pending	>20	>200
Sophie Siegel	2	DB Pending	DB Pending	200	DB Pending	240	DB Pending	>200	2,000
Kareesa Griffith	9	AB	AB	>20	AB	>20	AB	>20	>200
James Otis	2	AB	AB	>100	AB	>100	AB	>100	>50
Jamie Gergeni	4	AB	AB	>100	AB	>100	AB	>20	>200
Evan Levy	4	AB	AB	>100	AB	>100	AB	>100	>50
Crystal Shore	3	AB	AB	>100	AB	>100	AB	>50	>50
Zachary McDonald	5	AB	AB	>100	AB	>100	AB	>50	>50
Stephanie Malinich	2	AB	AB	>100	AB	>100	AB	>50	>50

APPROVAL STATUSES:		AWS APPROVALS:	
DB	Designated Biologist	DB+	Designated Biologist (Approved to Handle AWS Independently)
AB	Assistant Biologist	DB (S)	Designated Biologist (Approved to Handle AWS under Supervision)
Pending	Submitted, Approval Pending		



HOURLY RATE SCHEDULE (2021-2023)

LABOR CATEGORY	HOURLY RATE (BY YEAR)		
	2021	2022	2023
SEQUOIA			
Regulatory Compliance Mgr.	\$237	\$244	\$251
Senior Program Manager	\$228	\$235	\$242
Program Manager	\$222	\$229	\$236
Senior Technical Specialist	\$220	\$227	\$234
Senior Scientist	\$199	\$205	\$211
Senior Regulatory Specialist	\$187	\$193	\$199
Senior Project Manager	\$183	\$188	\$194
Senior Technical Editor	\$173	\$178	\$183
Senior Planner	\$173	\$178	\$183
Senior Botanist	\$168	\$173	\$178
Senior GIS Specialist	\$165	\$170	\$175
Project Manager	\$161	\$166	\$171
Senior Biologist	\$155	\$160	\$165
Planner	\$151	\$156	\$161
Senior Arborist	\$147	\$151	\$156
Associate Project Manager	\$144	\$148	\$152
Botanist	\$143	\$147	\$151
Arborist	\$143	\$147	\$151
Assistant Project Manager	\$130	\$134	\$138
GIS Technician	\$128	\$132	\$136
Project Biologist	\$122	\$126	\$130
Project Administrator	\$107	\$110	\$113
Staff Biologist	\$106	\$109	\$112
Technical Editor	\$101	\$104	\$107
Associate Biologist	\$99	\$102	\$105
Clerical	\$92	\$95	\$98
Field Scientist	\$81	\$83	\$85
Field Technician	\$71	\$73	\$75

ANTICIPATED REIMBURSABLE EXPENSES	
OTHER DIRECT COSTS	RATE
Regular vehicle (GSA Published Rates)	\$0.56/mile
Submeter GPS	\$100/day
UTV and Trailer	\$95/day
Fleet Vehicle	\$85/day
Infra-red Wildlife Monitor	\$50/day
Spotting Scope	\$30/day
Acoustic Bat Monitor	\$35/unit/day
Night Vision Goggles	\$30/day
Kayak Kit (Kayak, PFDs, Paddles)	\$75/day
Streamlight Strion HPL Flashlight	\$12.50/day
Aquatic Pond Sampling Kit	\$25/day
Color Graphics	At cost
Field Supplies	At cost
Equipment Rental	At cost
Media Reproduction	At cost
Airfare/Transportation/Rental Vehicles	At cost
Lodging/Meals	At cost

Notes:

Principal-in-Charge Debie Montana will support this project at no charge to MOFD.

Hours beyond 8 hours per day are charged at an overtime rate of 1.5 times our standard hourly rates for qualifying personnel.

To comply with California Labor Code 512 and California Code of Regulations 11040, if onsite conditions prohibit personnel from taking required breaks, one additional hour of time will be billed per day for qualifying staff covered under the regulations.

PROOF OF INSURANCE

As described below and shown on the next page, Sequoia maintains all the coverage required by MOFD for this work.

Proof of Commercial General Liability Insurance

Requirement: Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action for bodily injury, death, personal injury and property damage which may arise out of the operations of the consultant (with coverage at least as broad as ISO form CG 00 01 01 96) and in an amount not less than **\$1,000,000 per occurrence/\$2,000,000 aggregate**.

Sequoia coverage:

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			6045307632	1/16/2021	1/16/2022	EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 10,000
							MED EXP (Any one person)	\$ 2,000,000
							PERSONAL & ADV INJURY	\$ 4,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 4,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$ 4,000,000
	OTHER:				\$			

Proof of Workers' Compensation Insurance

Requirement: If Consultant employs any person, Consultant shall **maintain Statutory Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance** for any and all persons employed directly or indirectly by Consultant.

Sequoia coverage:

D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	9224624-21	1/16/2021	1/16/2022	X	PER STATUTE	OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/>	N/A							\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below									\$ 1,000,000
										\$ 1,000,000

Proof of Automobile Liability Insurance

Requirement: Consultant shall maintain automobile liability insurance (with coverage at least as broad as ISO form CA 00 01 07 97, (for "hired and non-owned auto") for the term of this Agreement covering any loss of liability, including the cost of defense of any action, arising from the operation, maintenance or use in an amount **not less than \$1,000,000** per accident for bodily injury and property damage. This insurance shall provide contractual liability **covering all motor vehicles and mobile equipment** to the extent coverage may be excluded from general liability insurance.

Sequoia coverage:

B	AUTOMOBILE LIABILITY			6045307596	1/17/2021	1/17/2022	COMBINED SINGLE LIMIT (Ea accident)	
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY	<input type="checkbox"/>	SCHEDULED AUTOS					\$ 1,000,000
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/>	NON-OWNED AUTOS ONLY					\$
								\$
								\$



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/20/2021

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. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0603247 George Petersen Insurance Agency, Inc. P.O. Box 3539 Santa Rosa, CA 95402	CONTACT NAME: PHONE (A/C, No, Ext): (415) 453-0610 FAX (A/C, No): (415) 485-0528 E-MAIL ADDRESS: info@gpins.com														
INSURED Sequoia Ecological Consulting, Inc. 156 Diablo Road, Suite 320 Danville, CA 94526	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Continental Casualty Company</td> <td style="text-align: center;">20443</td> </tr> <tr> <td>INSURER B : National Fire Insurance Company of Hartford</td> <td style="text-align: center;">20478</td> </tr> <tr> <td>INSURER C : Valley Forge Insurance Company</td> <td style="text-align: center;">20508</td> </tr> <tr> <td>INSURER D : State Compensation Insurance Fund</td> <td style="text-align: center;">35076</td> </tr> <tr> <td>INSURER E : Westchester Surplus Lines Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Continental Casualty Company	20443	INSURER B : National Fire Insurance Company of Hartford	20478	INSURER C : Valley Forge Insurance Company	20508	INSURER D : State Compensation Insurance Fund	35076	INSURER E : Westchester Surplus Lines Insurance Co.		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C : Valley Forge Insurance Company	20508														
INSURER D : State Compensation Insurance Fund	35076														
INSURER E : Westchester Surplus Lines Insurance Co.															
INSURER F :															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER: 1**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			6045307632	1/16/2021	1/16/2022	EACH OCCURRENCE	2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="checked" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						MED EXP (Any one person)	\$ 10,000
	OTHER:						PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
B	AUTOMOBILE LIABILITY			6045307596	1/17/2021	1/17/2022	COMBINED SINGLE LIMIT (Ea accident)	1,000,000
	<input checked="checked" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="checked" type="checkbox"/> OCCUR			6072179902	1/16/2021	1/16/2022	EACH OCCURRENCE	5,000,000
	<input checked="checked" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	5,000,000
	DED <input checked="checked" type="checkbox"/> RETENTION \$ 10,000							\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			9224624-21	1/16/2021	1/16/2022	<input checked="checked" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh)	<input type="checkbox"/> Y <input type="checkbox"/> N					E.L. EACH ACCIDENT	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. DISEASE - EA EMPLOYEE	1,000,000
							E.L. DISEASE - POLICY LIMIT	1,000,000
								\$
E	Professional Liabili			G28362250 001	7/27/2020	7/27/2022	Aggregate	2,000,000
	Pollution			G28362250 001	7/27/2020	7/27/2022	Each	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Proof of Coverage

CERTIFICATE HOLDER Sequoia Ecological Consulting, Inc. 156 Diablo Road, Suite 320 Danville, CA 94526	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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APPENDIX: RESUMES

Debie Montana, M.S., Certified Project Manager

President and Principal Biologist

Debie Montana is a Project Management Professional and the President of Sequoia Ecological Consulting, a small, woman-owned business enterprise. As President she is responsible for the corporate operation and fulfillment of contractual obligations for the firm. Since founding Sequoia in 2011, Mrs. Montana has grown her Company to a full-time staff of 35 qualified biologists, planners, project managers and regulatory specialists providing large-scale program support, project management, regulatory compliance at the state and federal levels, Biological Assessments, special-status species surveys, cultural resource assessments, Section 404/401, Section 7 and Section 106 consultations, CDFW 1602, CEQA and NEPA document preparation, wetland delineations, and other various environmental project management services for planning, restoration, fuels management, development, transportation, utilities and flood management projects.

With more than 20 years of experience in the environmental industry, Mrs. Montana has developed a resume with extensive program management experience within both the private and public sectors. She oversees complex environmental compliance efforts that apply her conservation and organismal biology and fisheries background with her strong understanding of all aspects of environmental analysis, and her extensive knowledge of environmental permitting through federal, state and local agency processes. During her time working as Program Manager for Pacific Gas & Electric's Electric and Gas Transmission Division, Mrs. Montana managed a portfolio of over 300 capital and expense projects, 43 environmental consulting firms, and projects totaling more than \$180M in annual budgets.

As a wildlife biologist, Mrs. Montana has worked on projects and with technical scientific experts throughout California. Her duties have ranged from authoring biological assessments and Natural Environmental Studies, to performing resource management and mitigation plans, to overseeing large-scale fuels treatment, utility, and development projects spanning regions, a variety of habitats, and numerous permitting agencies. Mrs. Montana's main strength is providing oversight, quality assurance, budget control, schedule adherence, and technical review on large-scale projects. She has built and managed multi-disciplinary teams of technical experts, to successfully complete projects across the state. Mrs. Montana is certified in Project Management by the University of California at Davis.



Areas of Specialty

- *Program and Project Management*
- *Stakeholder Engagement*
- *Technical Team Development and Management*
- *FERC License Compliance*
- *NERC Compliance*
- *Stakeholder Engagement*
- *Strategic & Business Planning*
- *Leadership Development*

Education

- *M.S., Biological Sciences with Concentration in Organismal Biology, Conservation and Ecology, San Jose State University*
- *B.S., Biological Sciences with Concentration in Conservation and Organismal Biology, San Jose State University*
- *Certificate, Project Management, University of California, Davis*

Training

- *CEQA/NEPA Workshop*
- *Habitat Conservation Planning and Implementation*
- *Land Use in California*
- *Mitigation Negotiation and Development*
- *Wetlands Regulations*
- *Riparian Restoration*
- *Project Management Certificate, UC Davis*
- *Partnership CTS & CRLF Workshop*

Professional Affiliations

- *Wildlife Society, Western Section Member*
- *Association of Environmental Planners, Member*
- *Ecological Society of America*

Representative Experience

North Orinda Shaded Fuel Break Project

Divided into a total of 55 “treatment units”, this 1,900-acre fuel break project employed a variety of specific fuel management techniques including understory clearing, tree pruning, brush clearing, chipping, mowing, and select tree removal. Mrs. Montana participated in a series of meetings with Moraga-Orinda Fire Department, members of the public, and agencies including CAL FIRE, EBMUD, EBRPD, CDFW, and CNPS. Sequoia compiled BMPs to satisfy the requirements of existing habitat conservation plans, incidental take permits, and biological opinions which had already undergone the CEQA process for projects nearby. Sequoia identified suitable Avoidance and Minimization Measures that would satisfy the existing Habitat Conservation Plan for Fuel Reduction Projects, and the EIR, Biological Opinion and Wildfire Hazard Mitigation Plan. Mrs. Montana collaborated with CDFW and USFWS on field methods, crew training, and biological monitoring that would be implemented. Sequoia collaborated closely with fire crews to develop fire prescriptions and performed permit interpretation and recommendations for communication with USFWS and CDFW. Sequoia also helped determine the appropriate treatment type (hand tools vs mastication) for various work areas based on quality of habitat for AWS, legal restrictions of the site (private vs EBMUD vs EBRPD property) and safety/slope concerns.

East Bay Regional Park District’s Fuels Reduction Project

Since 2014, Mrs. Montana has worked with the East Bay Regional Park District (EBRPD) on planning and implementation of their FEMA-funded Wildfire Hazard Reduction and Resource Management Plan. The program extends throughout more than 40 sites on EBRPD property in Alameda and Contra Costa Counties. Sequoia’s work includes interpretation of their Biological Opinion, Incidental Take Permit, and Environmental Impact Report. Sequoia worked with the District to create standard operating procedures for programmatic work, submitting annual reports to USFWS and CDFW, and coordinates communication and meetings with the District, manages and supervises field activities, performs focused surveys, conducts environmental training for field and Park personnel, and provides biological monitoring services for implementation of Avoidance and Minimization Measures during fuels treatment activities.

PG&E’s Wildfire Safety Inspection Program Throughout PG&E Territory

Following the 2017 and 2018 wildfires, PG&E’s Wildfire Safety Inspection Program (WSIP) has been implemented in addition to routine inspection and maintenance programs, to further reduce wildfire risk. As part of this program, Mrs. Montana is overseeing permit compliance support, technical studies, endangered and sensitive species studies, surveys, and data collection, and project reviews at various sites throughout PG&E’s service territory, from Humboldt to Bakersfield.

CAL FIRE's Kings Mountain Road and Quarry Park Fuel Reduction Projects

Mrs. Montana oversaw biological support efforts on CAL FIRE's King's Mountain Road Fuel Break project in San Mateo County Parks Department's Huddart County Park. Sequoia's technical specialists provided focused endangered species and botanical surveys ensure AMM compliance in advance of fuel reduction activities and adherence to CAL FIRE's Fuel Reduction Avoidance and Minimization Measures. Work included pre-treatment assessments were conducted, collecting data regarding species cover, composition, and invasive species present. Post-treatment assessments will be conducted within a year to treatment to determine maintenance intervals for the fuel break.

Sequoia also provided environmental consulting services to the San Mateo Santa Cruz unit of CAL FIRE for the Quarry Park Emergency Shaded Fuel Break Project. Sequoia assisted CAL FIRE with special protection measures and potential operational (biological) constraints. Sequoia's biologists conducted preliminary surveys of proposed work areas focusing on the presence of nesting birds, sensitive species and their habitat, existing erosion or signs of other work already completed, and safety hazards such as wasp nests or access issues.

El Dorado Resource Conservation District, Fire Adapted 50 Phase 1B Wildland Fire Protection Program, El Dorado County, CA

This program is a series of projects identified by CAL FIRE, the U.S. Forest Service, El Dorado Resource Conservation District, and the Georgetown Divide Resource Conservation District, developed to strengthen and expand existing fuel breaks along the Highway 50 corridor and within El Dorado National Forest. The project will conduct vegetation treatments designed to interrupt potential wildfire behavior by reducing the rate of spread and intensity of fire. Sequoia is providing environmental consulting services to ensure Project compliance with all Federal, State, and local regulations and project permits; including but not limited CEQA/NEPA compliance.

Brett Alan Hanshew, M.S.

Principal Biologist

Brett Hanshew is a senior biologist and project manager with over 15 years of experience. Mr. Hanshew manages a variety of programmatic work and on-call biological services contracts, with focused expertise in regulatory compliance. He is particularly skilled at preparing baseline environmental documents in support of the California Environmental Quality Act (CEQA) and state and federal Endangered Species Acts, providing permit support, and developing resource management plans, mitigation monitoring plans, conducting focused surveys. He has extensive experience managing large-scale field efforts involving biological monitoring and pre-construction surveys for nesting birds and other sensitive species. He holds a United States Fish and Wildlife Service (USFWS) 10(a)(1)(A) recovery permit and California Department of Fish and Wildlife (CDFW) Scientific Collecting Permit/Memorandum of Understanding (SCP/MOU) for California red-legged frog, California tiger salamander, San Francisco garter snake, and vernal pool branchiopods. Brett is a Certified Inspector of Sediment and Erosion Control (CISEC), and a Qualified SWPPP Practitioner (QSP) through the California Stormwater Quality Association (CASQA).

In addition, Mr. Hanshew has extensive experience with giant garter snake, Yosemite toad, Sierra Nevada yellow-legged frog, foothill yellow-legged frog, Alameda whipsnake, arroyo toad, Cascades frog, Santa Cruz long-toed salamander, western pond turtle, coast horned lizard, Bay checkerspot butterfly, Ridgway's rail, California black rail, salt marsh harvest mouse, nesting birds, burrowing owl, and San Francisco dusky-footed woodrat. He is trained in a wide variety of survey techniques, including visual encounter, snorkel, seine, dip net, PIT tagging, trap-line, mist netting, Sherman traps, and Anabat. Mr. Hanshew consistently develops strong working relationships with clients, and is frequently requested to lead teams working in habitats occupied by special-status species.

Representative Experience

U.S. Bureau of Reclamation (USBR) Battle Creek Salmon and Steelhead Restoration Project, Tehama County, CA

2020 - present

Sequoia is currently leading the environmental compliance support team for the Bureau of Reclamation's Battle Creek Salmon and Steelhead Restoration Project, which will restore approximately 48 miles of cool-water salmonid spawning and rearing habitat for multiple threatened and endangered runs. Sequoia is providing technical expertise, permitting support, preconstruction surveys, revegetation plan design and implementation, runtime compliance, and mitigation monitoring for the remaining life cycle of the project. Planning and implementation includes extensive terrestrial and aquatic surveys, permit reviews and applications,



Areas of Specialty

- *USFWS Recovery Permit and CDFW SCP/MOU for San Francisco Garter Snake, California Red-legged Frog, California Tiger Salamander, and Vernal Pool Branchiopods*
- *Qualified SWPPP Practitioner*
- *Certified Inspector of Sediment and Erosion Control*
- *Biological Surveys and Assessments*
- *Project Management*

Education

- *M.S., Fisheries Science, Oregon State University*
- *B.S., Environmental Biology & Management, University of California, Davis*

Training

- *OSHA 40-Hour HAZWOPER and 10-Hour Construction Safety*
- *ETIC 8-Hour Storm Water Training for PG&E Projects*
- *Desert Tortoise Workshop (Desert Tortoise Council)*
- *California Rare Pond Species Workshop (California Tiger Salamander, California Red-legged Frog, and Western Pond Turtle)*
- *California Red-legged Frog Workshop (Alameda RCD)*
- *Santa Cruz Long-toed Salamander Workshop (Elkhorn Slough)*
- *Vernal Pool Branchiopod Field Training & Identification Workshops*
- *Bullfrog Control Workshop (The Wildlife Project)*

Brett Alan Hanshew, M.S.

Page 2

agency negotiation to respond to regulatory changes, vegetation plans, fish and other resource management plans, and environmental compliance monitoring and reporting during construction. As Program Manager and Senior Technical Specialist, Mr. Hanshew's role includes:

- Internal and external project management, oversight, and budget controls;
- Safety plan management and implementation;
- Regulatory permitting support and coordination;
- Fish and wildlife study plan design and implementation;
- Ensuring schedule and quality for deliverables and field work; and
- Providing program-level support for field efforts.

El Dorado Resource Conservation District-Fire Adapted 50 Phase 1B – Wildland Fire Protection Program, El Dorado County, CA

August 2020-Present

The Fire Adapted 50 Phase IB - Wildland Fire Protection Program is Phase B of a series of projects identified by CAL FIRE, the U.S. Forest Service, El Dorado Resource Conservation District, and the Georgetown Divide Resource Conservation District. The project will conduct vegetation treatments designed to interrupt potential wildfire behavior by reducing the rate of spread and intensity of fire. Sequoia is providing environmental consulting services to ensure Project compliance with all Federal, State, and local regulations and project permits; including but not limited CEQA/NEPA compliance (evaluation, surveys, consultations, communications, information exchange, reporting, monitoring, mapping and document management, etc.). Mr. Hanshew's role includes:

- Providing project management and oversight
- Ensuring project activities comply with permits
- Creating detailed maps in ArcGIS
- Creating and implementing a work plan to be approved by U.S. Forest Service

PG&E Electrical Transmission Access Road Maintenance (ET-ARM) Project; Various Locations throughout PG&E Territory, CA

2016 - present

Sequoia provides biological support for PG&E as they clear vegetation along access roads. To improve access conditions for maintenance and repair activities, PG&E is repairing and upgrading access roads throughout their service territory. Mr. Hanshew's responsibilities include:

- Conducting nesting bird surveys prior to vegetation maintenance
- Conducting pre-construction surveys for sensitive species, including California red-legged frog, California tiger salamander, Santa Cruz manzanita, and Santa Cruz tarplant
- Conducting habitat assessment surveys to determine habitat quality for sensitive species, including Alameda whipsnake, California red-legged frog and California tiger salamander
- Mapping project-related impacts requiring mitigation under PG&E's Bay Area HCP
- Environmental training
- Performing biological monitoring for O&M access road maintenance and vegetation removal

PG&E 70Y Pole Replacement Assessment; Various Locations, CA

On this project, Mr. Hanshew was responsible for:

- Performing site assessments and preparing written reports for pole replacement work in various habitats throughout the state, with a large portion of assessment areas in giant garter snake habitat in the Sacramento River Valley

- Conducting assessments, included evaluating access routes, vegetation removal, wetlands impacts, terrestrial and aquatic species impact potential, and permit compliance

PG&E Gas Transmission Support; Various Locations throughout PG&E Territory, CA

Mr. Hanshew has managed work and performed biological monitoring, desktop review, and constraints analyses for various PG&E Gas Transmission O&M programs throughout their service territory, such as Pipeline Pathways Survey and Vegetation Management, E-Screen, and PSEP Shorts. The projects' broad geographic range utilized Mr. Hanshew's thorough knowledge of California communities and his strong fundamentals as a biological monitor, as work areas and access routes were in nearly every habitat type imaginable. Some of Brett's responsibilities on these projects included:

- Performing biological monitoring
- Providing desktop reviews
- Conducting constraints analyses
- Coordinating the proper monitor with the proper crew, on short timeframes, based on the habitat crews would work
- Directing monitors in the implementation of Avoidance and Minimization Measures (AMMs) to avoid impacts to sensitive species and habitats (the work was conducted without permits)
- Working closely with field crews to keep them informed of applicable project changes and ensure that the project was running on schedule and in compliance

PG&E North American Electric Reliability Corporation (NERC) Alert O&M Upgrades; Various Locations, CA

Mr. Hanshew managed Sequoia's efforts in support of the PG&E North American Electric Reliability Corporation (NERC) Alert project, which spanned PG&E's service territory, from Barstow to Eureka. PG&E conducted Operations and Maintenance (O&M) work including extensive vegetation management activities on various electrical transmission lines to maintain regulatory compliance, and Brett's responsibilities in support of this work included:

- Identifying the best subject-matter experts to deploy to a given location throughout California based on habitat type (this on-call project was conducted without permitting)
- Monitoring for special-status species with potential to occur, including Alameda whipsnake, California red-legged frog, arroyo toad, Swainson's hawk, blunt-nosed leopard lizard, San Joaquin kit fox, nesting birds, and bald eagle
- Preparing Release-to-Construction notices for projects
- Training and biological compliance support during NERC-related construction
- Performing field verification visits
- Conducting constraints analyses
- Preparing daily reporting
- Overseeing surveys within San Joaquin Valley HCP Boundary for Tipton kangaroo rat and blunt-nosed lizard
- Performing rare plant surveys
- Conducting bald eagle nest monitoring during active construction via helicopter

Grace Mannell

Project Biologist

Grace Mannell has 8 years of experience in terrestrial field biology and environmental consulting. She regularly monitors for environmental compliance, provides environmental training, conducts protocol-level surveys and habitat assessments, writes biological constraints reports, analyzes complex data sets, and coordinates fieldwork. Ms. Mannell has hands-on experience with numerous special-status species, including California red-legged frog, San Francisco garter snake, Alameda whipsnake, California tiger salamander, Morro Bay kangaroo rat, Monterey dusky-footed woodrat, San Francisco dusky-footed woodrat, burrowing owl, California condor, golden eagle, bald eagle, Swainson's hawk, peregrine falcon, American kestrel, vernal pool fairy shrimp, vernal pool tadpole shrimp, and alkali fairy shrimp. She has handled one adult San Francisco garter snake, three adult Alameda whipsnakes, 18 adult California tiger salamanders, 13 California tiger salamander eggs, one larval California red-legged frog, 60 California red-legged frog eggs, 17 vernal pool tadpole shrimp, five vernal pool fairy shrimp, and one western pond turtle. Grace Mannell is a USFWS/CDFW-approved biologist for California red-legged frog, Alameda whipsnake, pallid manzanita, burrowing owl, and California tiger salamander. She also has experience handling wild birds, including an American kestrel, western screech owl, red-tailed hawk, and golden eagle. Grace has also trained under Julie Woodruff, USGS Master bander (USGS-24106) to band burrowing owls and northern saw-whet owls.

Ms. Mannell has four years' experience managing projects and schedules. She is a strong writer and has completed many Biological constraints reports for Pacific Gas and Electric Company (PG&E). She also has experience writing reports in compliance with the California Environmental Quality Act (CEQA). Ms. Mannell assists Sequoia's marketing team by regularly writing scopes of work, cost estimates, searching for RFPs, and attending meetings with clients and agency personnel. She is comfortable working in physically demanding field conditions, and is proficient using ArcGIS, Spectra submeter GPS technology, radio telemetry, and motion-activated camera traps to monitor wildlife.

Representative Experience

East Bay Regional Park District Fuels Reduction Project; Alameda and Contra Costa Counties, CA
November 2016 – Present

Sequoia is assisting the East Bay Regional Park District with implementation of their Wildfire Hazard Reduction and Resource Management Plan (BO-81420-2010-F-0849-3, 1600-2016-0269-R3). Ms. Mannell is the primary



Areas of Specialty

- Nesting Bird and Raptor Surveys; Protocol-Level Surveys
- Species Identification of Birds, Mammals, Reptiles, Amphibians, Plants, and sensitive insects
- Habitat Assessment, Trapping, Handling, and Surveying for Species of Concern
- Environmental Training for Construction Crews
- Analysis of Impacts to Riparian Resources
- CEQA/NEPA Analysis and Report Preparation

Education

- B.S. Environmental Management and Protection, Minor in Biology; California Polytechnic University, San Luis Obispo

Training

- California Ridgway's Rail and Black Rail (J. Evens/Sequoia)
- Handling Wild Raptors (UC Davis/Nextera Energy, Inc.)
- California Red-legged Frog – Level II (The Wildlife Project)
- California Red-legged Frog (Alameda County Resource Conservation District)
- Western Pond Turtle: Ecology & Conservation (The Wildlife Society)
- Giant Garter Snake Symposium (The Wildlife Society)
- Pond Species Workshop - California Tiger Salamander, Vernal Pool Fairy Shrimp, Vernal Pool Tadpole Shrimp, California Red-legged Frogs (J. Alvarez/Transcon Environmental Inc.)
- Rare Shoreline Species (The Wildlife Society/EBRPD, 2019)

Professional Affiliations

- Wildlife Society, Western Section Member, 2011-Present
- Golden Gate Audubon Society Member, 2012-Present

manager and client contact for Sequoia's biological consultation with East Bay Regional Park District's Wildfire Hazard Reduction and Resource Management Plan. As a USFWS- and CDFW-approved biologist for California red-legged frog, Alameda whipsnake, and pallid manzanita on this project Ms. Mannell has been tasked with managing and supervising field staff, as well as the following tasks:

- Surveying, monitoring, and conducting environmental training for special-status species, including California red-legged frog (*Rana draytonii*), western pond turtle (*Actinemys marmorata*), San Francisco dusky-footed woodrat (*Neotoma fuscipes annectens*), California tiger salamander (*Ambystoma californiense*), Alameda whipsnake (*Masticophis lateralis euryxanthus*), pallid manzanita (*Arctostaphylos pallida*), and western leatherwood (*Dirca occidentalis*)
- Assessing habitat quality for Alameda whipsnake
- Identifying signs of infection by *Phytophthora cinnamomi*
- Documenting baseline vegetation condition and cover prior to and following fuels treatments
- Providing biological monitoring services as needed for implementation of Avoidance and Minimization Measures during fuels treatment activities
- Assisting EBRPD Resource Analyst team in complex permit interpretation questions, including those related to Alameda whipsnake primary constituent element impacts, implications of pile burning on whipsnake habitat, annual reporting requirements to agencies, and addressing risks to woodrats

Ms. Mannell is USFWS and CDFW approved to handle, conduct surveys for, monitor for, and present environmental trainings for California red-legged frog, Alameda whipsnake, and pallid manzanita as part of this project (USFWS ITP 1600-2016-0269-R3, BO 81420-2010-F-0849-3).

North Orinda Shaded Fuel Break, Lafayette and Orinda, CA

June 2019 – December 2019

The Moraga-Orinda Fire District received a grant to create a shaded fuel break on 1,429 acres across 19.3 miles of land in the East Bay hills. As the primary project manager for the biology portion of the North Orinda Shaded Fuel Break, Grace was responsible for:

- Direct consultation with agencies, public interests, and landowners including California Department of Fish and Wildlife (CDFW), East Bay Regional Parks District (EBRPD), East Bay Municipal Utility District (EBMUD), Audubon society, California native plant society (CNPS), Sierra Club, the Diablo Firesafe council, Friends of Wagner Ranch, and private property owners
- Development of Avoidance and Minimization Measures by consulting relevant existing permits
- Development and implementation of Environmental Training for all new crew members with emphasis on sensitive species and decontamination methods to stop the spread of sudden oak death and other *Phytophthora* species
- Performing pre-construction surveys for special status species including Alameda whipsnake, California red-legged frog, San Francisco dusky-footed woodrat, western pond turtle, Diablo helianthella, western leatherwood, Santa Cruz tarplant, bent-flowered fiddleneck, and Oregon meconella
- Assessing habitat quality for Alameda whipsnake and California red-legged frog

- Conducting nesting bird surveys
- Establishing and maintaining nest buffers for San Francisco dusky-footed woodrat
- Monitoring fuels reduction work including low-impact hand work and high-risk mastication
- Providing environmental training for sensitive species for crews
- Documenting baseline vegetation condition and cover prior to and following fuels treatment
- Providing additional services as needed for implementation of Avoidance and Minimization Measures during fuels treatment activities
- Annual reporting, managing schedules, and ensuring that biologists were present as needed

El Dorado Resource Conservation District, Fire Adapted 50 Phase 1B Wildland Fire Protection Program, El Dorado County, CA

September 2020 – Present

This program is a series of projects identified by CAL FIRE, the U.S. Forest Service, El Dorado Resource Conservation District, and the Georgetown Divide Resource Conservation District, developed to strengthen and expand existing fuel breaks along the Highway 50 corridor and within El Dorado National Forest. The project will conduct vegetation treatments designed to interrupt potential wildfire behavior by reducing the rate of spread and intensity of fire. Sequoia is providing environmental consulting services to ensure Project compliance with all Federal, State, and local regulations and project permits; including but not limited CEQA/NEPA compliance. As Project Manager on the project, Grace's responsibilities include:

- Coordinating a team of biologists, botanists, foresters, archeologists, and CEQA specialists to conduct and synthesize data from resource surveys for project development and planning
- Preparing a work plan for the project for agency review
- Coordinating meetings and taking meeting notes for all involved parties
- Using ArcGIS to map project areas and nearby sensitive resources

PG&E Vegetation Management Program; Various Locations, CA

November 2015 – May 2017

In her various roles as field biologist, assistant project manager, writer, fieldwork coordinator, and riparian review specialist, Ms. Mannell worked on vegetation removal projects on various agency lands, including the Federal Energy Regulatory Commission (FERC), Golden Gate National Recreation Area, Point Reyes National Seashore, the East Bay Municipal Utility District (EBMUD), various county coastal zones, and the U.S. Forest Service (USFS). Her responsibilities on these projects included:

- Conducting nesting bird surveys and reviewing riparian records through the PG&E Incident tracking system (ITS)
- Conducting species surveys, habitat analyses, and construction monitoring for vegetation removal projects throughout California. Focal species included California red-legged frog, California tiger salamander, Alameda whipsnake, San Francisco garter snake, burrowing owl, bank swallow, Swainson's hawk, white-tailed kite, northern spotted owl, California spotted owl, marbled murrelet, California black rail, Ridgway's rail, southwestern willow flycatcher, Point Arena mountain beaver, salt-marsh harvest mouse, San Francisco dusky-footed woodrat, California freshwater shrimp, vernal pool fairy shrimp, and vernal pool tadpole shrimp

Julie Woodruff, M.S.

Project Biologist

Julie Woodruff is a biologist, herpetologist, and avian ecologist with over eleven years of experience working with a variety of special-status species, including yellow-billed cuckoo, California and northern spotted owl, northern goshawk, tri-colored blackbird, foothill yellow-legged frog, Sierra Nevada yellow-legged frog, California red-legged frog, and California tiger salamander. She has managed and coordinated many of Sequoia's wildfire mitigation support efforts. She has also worked as a contractor-supplied biologist and Lead Environmental Investigator (LEI) at active construction sites, providing environmental training and monitoring to avoid sensitive species and their habitats, and has contributed to a range of technical documents and reports, including Biological Opinions and Assessments and Natural Environmental Surveys. Ms. Woodruff has also used sub-meter GPS units for wetland delineations and stream mapping. Additionally, Ms. Woodruff trained and managed 8 field assistants for her MS thesis fieldwork conducting radio-telemetry and vegetation surveys, and has lead recent field efforts for spotted owl and burrowing owl surveys, and coordinating pond sampling survey efforts on a private ranch.

Ms. Woodruff has monitored for numerous sensitive species, including salt marsh harvest mouse, California black rail, Ridgway's rail, California red-legged frog, burrowing owl, dusky-footed woodrat, and nesting birds. Additionally, she holds a US Fish and Wildlife Service (USFWS) 10(a)(1)(A) recovery permit (#TE-71409C-0), for California red-legged frog, California tiger salamander, and Sierra Nevada yellow-legged frog, and a California Department of Fish and Wildlife (CDFW) MOU (SC-013782) for foothill yellow-legged frog, California tiger salamander, and Sierra Nevada yellow-legged frog. Ms. Woodruff is a USGS Master Bander (USGS-24106), permitted to band burrowing owl, western screech owl, and northern saw-whet owls. Her handling experience includes the following listed species:

- California red-legged frog: 30+ adult and 500+ larval individuals; 95+ hours positive survey experience
- California tiger salamander: 120 sub-adult and adult and 100+ larval individuals; 220+ hours survey experience
- Foothill yellow-legged frog: 500+ larval and 20+ adult individuals; 150+ hours survey experience
- Sierra Nevada yellow-legged frog: 5 larval and 15+ adult individuals; 150 hours survey experience
- Burrowing owl: 58 individuals



Areas of Specialty

- USFWS 10(a)(1)(A) Recovery Permit for California Tiger Salamander, **California red-legged frog**, and Sierra Nevada Yellow-legged Frog
- CDFW-MOUs for Foothill Yellow-legged Frog, California Tiger Salamander, Sierra Nevada Yellow-legged Frog
- Construction Monitoring
- Vegetation Surveys
- Nesting Bird Surveys
- Raptor and Waterfowl Surveys
- Amphibian Surveys
- Bird Banding

Education

- M.S., Biological Sciences, California State University, Chico
- B.S., Biological Sciences, California State University, Chico

Training

- Amphibians of the San Francisco Bay Area (Laguna de Santa Rosa Foundation, 2014)
- Biology and Management of the **California red-legged frog** (Alameda County Conservation Partnership, 2015)
- Bird Banding Workshop (Klamath Bird Observatory, 2017)
- Wilderness First Aid and CPR (USDA Forest Service-Sierra Rescue International, 2017)
- **Alameda whipsnake** Training (M. Murphy/Sequoia, 2018)
- **Pallid manzanita**: Identification, Ecology and Habitat Preferences (Sequoia, 2018)
- California Ridgway's and California Black Rail Training (J. Evens/Sequoia, 2018)
- Rare Shoreline Species (The Wildlife Society/EBRPD, 2019)
- UC Davis CEQA Basics Workshop, 2020

Representative Experience

East Bay Regional Park District Fuels Reduction Project; Alameda and Contra Costa Counties, CA December 2017 - Present

Ms. Woodruff has provided support for fuels management projects throughout the Bay Area in several East Bay Regional Parks. Some of these tasks included:

- Providing project field coordination and backup support, including of review of Daily Monitoring Reports, coordination with Parks Fuels Coordinators, and submittal of deliverables to Parks
- Surveying, monitoring, and conducting environmental training for special-status species, including California red-legged frog, San Francisco dusky-footed woodrat, California tiger salamander, Alameda whipsnake, pallid manzanita, and western leatherwood
- Assessing habitat quality for Alameda whipsnake
- Documenting baseline vegetation condition and cover prior to and following fuels treatments
- Performing nesting bird surveys in advance of fuels treatments
- Providing biological monitoring services as needed for implementation of AMMs during fuels treatment activities

North Orinda Shaded Fuel Break, Lafayette and Orinda, CA June 2019 – December 2019

The Moraga-Orinda Fire District received a grant to create a shaded fuel break on 1,429 acres across 19.3 miles of land in the East Bay hills. As the primary project manager for the biology portion of the North Orinda Shaded Fuel Break, Grace was responsible for:

- Direct consultation with agencies, public interests, and landowners including California Department of Fish and Wildlife (CDFW), East Bay Regional Parks District (EBRPD), East Bay Municipal Utility District (EBMUD), Audobon society, California native plant society (CNPS), Sierra Club, the Diablo Firesafe council, Friends of Wagner Ranch, and private property owners.
- Implementation of Environmental Training for all new crew members with emphasis on sensitive species and decontamination methods to stop the spread of sudden oak death and other *Phytophthora* species
- Performing pre-construction surveys for special status species including Alameda whipsnake, California red-legged frog, San Francisco dusky-footed woodrat, western pond turtle, Diablo helianthella, western leatherwood, Santa Cruz tarplant, bent-flowered fiddleneck, and Oregon meconella
- Assessing habitat quality for Alameda whipsnake and California red-legged frog
- Conducting nesting bird surveys
- Establishing and maintaining nest buffers for San Francisco dusky-footed woodrat
- Monitoring fuels reduction work including low-impact hand work and high-risk mastication
- Documenting baseline vegetation condition and cover prior to and following fuels treatment
- Providing additional services as needed for implementation of Avoidance and Minimization Measures during fuels treatment activities

San Mateo County Parks Rare Plant Surveys Huddart and Wunderlich County Park Fuel Reduction Projects, San Mateo Co., CA

May 2020 - Present

Under contract with San Mateo County Parks District, Sequoia is providing support by conducting rare plant surveys for an upcoming fuels reduction project in two San Mateo County parks. Ms. Woodruff was the project coordinator supporting this project. Duties included:

- Coordinating field work between San Mateo County Parks staff and Sequoia staff
- Ensuring daily deliverables and safety documentation were collected
- Oversight of project budget
- Providing additional desktop support to in-field biologists
- Submission and quality assurance of field results

Sugarloaf Ridge State Park Post-Wildfire Northern Spotted Owl Surveys; Santa Rosa, CA

April 2018 - October 2018

Following the October 2017 wildfires, northern spotted owl surveys were requested at Sugarloaf Ridge State Park to document owl presence within the park during the 2018 field season. These surveys satisfied the USFWS 1-year protocol requirement. As the field lead on this project, Ms. Woodruff was responsible for:

- Conducting a desktop review of prior northern spotted owl territories and habitat within the park
- Mapping suitable habitat and placing survey points
- Conducting protocol-level northern spotted owl surveys
- Coordinating survey efforts
- Preparing the year-end survey report and submitting it to State Parks

Bothe-Napa State Park Northern Spotted Owl Survey; Calistoga, CA

September 2018

A fish barrier removal project to replace a blocked culvert is slated to occur within a known northern spotted owl territory. Ms. Woodruff performed a northern spotted owl survey in accordance with the USFWS Section 7 Consultation dated June 14, 2018 and satisfied the requirements of the project. Other tasks Ms. Woodruff was responsible for include:

- Conducting a northern spotted owl survey around the project footprint and a 100-foot buffer
- Preparing the survey report and submitting it to California State Parks

Stadtler Ranch Conservation Vetting, Merced County, CA

June 2019 - Present

A private landowner is considering utilizing his land as a conservation easement for mitigatory purposes. Sequoia is supporting this request by conducting habitat analysis and conducting protocol-level surveys for California red-legged frog, California tiger salamander, burrowing owl, and San Joaquin kit fox. Ms. Woodruff's role included:

- Acting as the field lead and coordinating field efforts for surveys
- Conducting USFWS and CDFW-approved surveys for California red-legged frog and California tiger salamander under her recovery permit
- Conducting protocol-level burrowing owl surveys and mapping suitable habitat
- Assessing habitat and camera-trapping for San Joaquin kit fox presence
- Observing in the field: 50+ adult California red-legged frogs, documenting California tiger salamander breeding in four of 12 ponds onsite, 3 burrowing owl nests, and an active American badger den with two juveniles present

Midpeninsula Regional Open Space District Bear Creek Redwood Preserve Biological Support; Los Gatos, CA

May 2018 - Present

Sequoia is assisting the Midpeninsula Regional Open Space District with their construction and maintenance projects at Bear Creek Redwood Preserve in preparation for opening the park for public use. Ms. Woodruff's responsibilities on this project include:

- Conducting environmental awareness trainings and biomonitoring for construction crews
- Monitoring construction crews for compliance with environmental commitments and avoidance and mitigation measures
- Surveying for California red-legged frog, Santa Cruz black salamander, Pacific giant salamander, western pond turtle, and San Francisco dusky-footed woodrat during work activities
- Preparing a Mitigation and Monitoring Plan and RWQCB 401 permit application for the Bear Creek Redwoods Phase II Trails project
- Mapping stream features with a sub-meter GPS

PG&E Community Pipeline Safety Initiative Program and Pipeline Replacement Projects; Various Locations, CA

April 2018 - Present

In support of PG&E's Community Pipeline Safety Initiative (CPSI), a state-wide gas line vegetation management program, and a variety of other pipeline replacement projects, Ms. Woodruff has been tasked with:

- Performing pre-construction clearance surveys and providing crew environmental trainings for burrowing owl, bank swallow, California red-legged frog, Bay checkerspot butterfly and host-species, California tiger salamander, San Francisco garter snake, Alameda whipsnake, least Bell's vireo, tri-colored blackbird Swainson's hawk, white-tailed kite, San Francisco dusky-footed woodrat, nesting birds, and other special status species
- Ensuring compliance with the Migratory Bird Treaty Act (MBTA)
- Performing construction monitoring during pipeline replacement activities
- Surveying for and identifying nesting behavior of passerines and raptors
- Conducting environmental training for crew members on nearby sensitive species and habitats
- Conducting small mammal burrow clearance with use of borescope
- Providing daily reporting and task management

Andrew Ford, Certified Consulting Botanist

Staff Botanist / Staff Wildlife Biologist

Andrew Ford has 11 years of experience in Wildlife Conservation and Management, where he has performed extensive rare plant surveys; herpetofaunal identification and surveys; birds, mammals, waterfowl, raptor, and songbird surveys; point counts; and banding; and small mammal trapping. Mr. Ford specializes in performing rare plant surveys, vegetation surveys, and floristic mapping, and he applies his ArcGIS skills to produce professional maps that document the results of these investigations. He has performed rare plant surveys for many species including: Diablo helianthella, Mt. Diablo fairy lantern, Monterey spineflower, Monterey gilia, canyon clarkia, Brewer's western flax, Mason's lilaeopsis, and big tarplant. Over the course of his work, Mr. Ford regularly performs California Natural Diversity Database (CNDDDB) searches to determine presence of rare plants. Andrew is a USFWS Section 10(a)(1)(A) Recovery Permit holder for California red-legged frog and California tiger salamander.

Mr. Ford's project experience includes handling, banding, and locating nests for multiple species of waterfowl, and handling and monitoring for numerous special-status species, including burrowing owl, Swainson's hawk, Ridgway's rail, black rail, golden eagle, giant garter snake, California tiger salamander, California red-legged frog, and western pond turtle. He has also conducted hundreds of nesting bird surveys and completed hundreds of hours of nesting bird monitoring. Andrew is a USFWS/CDFW-approved biologist for California red-legged frog, California tiger salamander, giant garter snake, and Swainson's hawk. Mr. Ford recently participated in a USGS demographic study, during which he trapped and handled 10 giant garter snakes in the Central Valley of California and accumulated 45+ survey hours.

Representative Experience

North Orinda Shaded Fuel Break, Lafayette and Orinda, CA

June 2019 – December 2019

The Moraga-Orinda Fire District received a grant to create a shaded fuel break on 1,429 acres across 19.3 miles of land in the East Bay hills. Mr. Ford was responsible for:

- Monitoring fuels reduction work including low-impact hand work and high-risk mastication
- Found one population of Michael's rein orchid (CNPS 4.2) during surveys
- Facilitating Environmental Training for all new crew members with emphasis on sensitive species and decontamination methods to stop the spread of sudden oak death and other *Phytophthora* species



Areas of Specialty

- *Focused Species Surveys*
- *Construction Monitoring*
- *Vegetation Surveys*
- *Rare Plant Surveys*
- *Floristic Mapping*

Education

- *B.S. Wildlife Conservation and Management, Humboldt State University*

Training & Certifications

- *Certified Consulting Botanist*
- *OSHA-HAZWOPER certified (40-hour training and 8-hour refresher (2016, 2017, 2018))*
- *Botanical and Rare Plant Identification*
- *Rare Pond Species Workshop (March 2018)*
- *Identification of Mammal Track, Sign, and Capture (August 2016)*
- *Amphibians of the Bay Area Workshop (November 2016)*
- *Alameda whipsnake training (Sequoia Ecological Consulting, Inc.; compiled by Mandy Murphy)*
- *Pallid Manzanita: Individual Identification, Ecology and Habitat Preferences (Sequoia Ecological Consulting)*

Professional Affiliations

- *California Native Plant Society*
- *USGS*

Andrew Ford

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- Performing pre-construction surveys for special status species including Alameda whipsnake, California red-legged frog, San Francisco dusky-footed woodrat, western pond turtle, Diablo helianthella, western leatherwood, Santa Cruz tarplant, bent-flowered fiddleneck, and Oregon meconella
- Assessing habitat quality for Alameda whipsnake and California red-legged frog
- Conducting nesting bird surveys
- Establishing and maintaining nest buffers for San Francisco dusky-footed woodrat
- Documenting baseline vegetation condition and cover prior to and following fuels treatment
- Providing additional services as needed for implementation of Avoidance and Minimization Measures during fuels treatment activities
- Annual reporting, managing schedules, and ensuring that biologists were present as needed

East Bay Regional Park District Fuel Reduction Project; Alameda and Contra Costa Counties, CA 2018 - Present

In support of the East Bay Regional Park District's fuels reduction program, Mr. Ford supported removal crews at numerous East Bay park locations, and was responsible for:

- Surveying the entire work area for Alameda whipsnake, California red-legged frog, San Francisco dusky-footed woodrat, western leatherwood, pallid manzanita, and nesting birds
- Monitoring tree removal and mastication work
- Performing botanical inventories for the project site for crew avoidance
- Providing pre- and post-assessment surveys and ground truthing habitat types in the work areas
- Surveying tree species and documenting occurrences of all animal species
- Monitoring vegetation removal and mastication efforts and helped crews avoid core scrub habitat and other habitat associated with Alameda whipsnake
- Providing pre-construction assessments of the work site
- Surveying for California red-legged frog during night time eyeshine surveys

El Dorado Resource Conservation District Fire Adapted 50 Phase 1B Wildland Fire Protection Program; El Dorado County, CA September 2020 - Present

This program is a series of projects identified by CAL FIRE, the US Forest Service, the El Dorado Resource Conservation District (RCD), and the Georgetown Divide RCD, developed to strengthen and expand existing fuel breaks along the Highway 50 corridor and within El Dorado National Forest. The project will conduct vegetation treatments designed to interrupt potential wildfire behavior by reducing the rate of spread and intensity of fire. Sequoia is providing environmental consulting services to ensure project compliance with all federal, state, and local regulations and project permits, including California Environmental Quality Act/National Environmental Policy Act (CEQA/NEPA) compliance. As a staff biologist on the project, Mr. Ford's responsibilities include:

- Observing the site for special-status plants and marking off Sierran lava cap locations
- Surveying more than 20 units for vegetation removal
- Assisting in a habitat assessment
- Working with foresters and RCD staff to assess special habitat types, spotted owl habitat, riparian zones and water bodies, and other vegetation types

Andrew Ford

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- Performing special status plant surveys in special marked habitats for special status plants
- Providing guidance for CEQA documents and exemptions

San Mateo County Parks Department Botanical Surveys for High Priority Fuels Reduction Project at Huddart and Wunderlich Parks; San Mateo County, CA

June 2020 and February 2021

As a botanist supporting the San Mateo County Parks Department's fuels reduction projects in Huddart and Wunderlich County Parks, Mr. Ford's responsibilities included:

- Performing protocol-level special-status plant surveys in both parks during times of the year when species would be most easily identifiable (species found included Anderson's manzanita and King's Mountain manzanita)
- Writing a full report documenting findings on-site

Kings Mountain Road Fuels Reduction Project at Huddart County Park; San Mateo County, CA

June-August 2019

As a staff botanist for this CAL FIRE project, Mr. Ford conducted target special status plant surveys for a fuels removal project in Huddart Park. As part of his work he:

- Performed target rare plant surveys for King's Mountain manzanita for a fuels reduction project requested by San Mateo County Parks and CalFire (Surveys occurred in June and August 2019)
- Surveyed previously flagged manzanita groves for special status manzanita species. Flagged all manzanitas onsite for avoidance
- Provided documentation to San Mateo County Parks and CalFire for the locations for manzanita species

ET-ARM Ignacio-Bolinas #1 60 kV Tower Vegetation Removal Project; Marin County, CA

October 2018-November 2018

During his time as a staff biologist/botanist on this project, Mr. Ford's responsibilities included:

- Flagged populations of previously located rare plants for avoidance during vegetation removal activities around PG&E towers
- Used pin flags and flagging tape to mark the perimeter of the populations and advised crew to avoid these areas
- Filled out a PG&E impact report for the areas that were disturbed for potential California red-legged frog habitat. Species Found included the Tamalpais manzanita, Tiburon buckwheat, and Tamalpais lessingia

**AGREEMENT FOR CONTRACT SERVICES BETWEEN
THE MORAGA ORINDA FIRE PROTECTION DISTRICT AND
XXXXXXXXXX.**

This agreement for contract services (“Agreement”) is entered into on May 27, 2021 (the “Effective Date”) between the MORAGA ORINDA FIRE PROTECTION DISTRICT, a Special District, with offices located at 1280 Moraga Way, Moraga, California (“District”) and XXXXXX. (“Consultant”) (together sometimes referred to as the “Parties”).

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Consultant agrees to perform all services described in the RFP Scope of Work for environmental compliance services for wildland fuel management. In the event of a conflict in or inconsistency between the terms of this Agreement and the RFP, this Agreement shall prevail.

- 1.1 **Term of Services.** This Agreement shall begin on the May 27, 2021 and shall end two years from date of signing and may be extended for one additional year. Unless the term of the Agreement is otherwise terminated or modified, as provided for herein.
- 1.2 **Standard of Performance.** Consultant shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 **Termination.** District may cancel this Agreement at any time and without cause upon written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; District, however, may condition payment of such compensation upon Consultant delivering to District documents and records identified in Section 8.1 of this Agreement.

Section 2. COMPENSATION. District hereby agrees to pay Consultant an amount **NOT TO EXCEED \$500,000** for all work set forth in RFP, and made as part of this agreement. In the event of a conflict between this Agreement and Consultant’s proposal regarding the amount of compensation, this Agreement shall prevail.

- 2.1 **Invoices.** Consultant shall submit invoices once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date to:

Moraga Orinda Fire Protection District
1280 Moraga Way
Moraga, California, 94556
Attn: Accounts Payable

- 2.2 **Payment.** District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.
- 2.3 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 3.1 Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the Fire District. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.
- 3.2 **Minimum Insurance Levels.** Consultant shall maintain insurance at the following minimum levels:
- (3.2)(A). **Commercial General Liability** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action for bodily injury, death, personal injury and property damage which may arise out of the operations of the consultant (with coverage at least as broad as ISO form CG 00 01 01 96) and in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.
- (3.2)(B). **Automobile Liability** Consultant shall maintain automobile liability insurance (with coverage at least as broad as ISO form CA 00 01 07 97, (for "hired and non-owned auto") for the term of this Agreement covering any loss of liability, including the cost of defense of any action, arising from the operation, maintenance or use in an amount not less than \$1,000,000 per accident for bodily injury and property damage. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.
- (3.2)(C). **Workers' Compensation** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than (\$1,000,000.00) per accident.
- 3.3 **Endorsements.** The insurance policies shall be endorsed as follows:

- (3.3)(A). For the commercial general liability insurance, the Fire District (including its elected officials, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 11 85.
- (3.3)(B). Consultant's insurance is primary to any other insurance available to the Fire District with respect to any claim arising out of this Agreement. Any insurance maintained by the Fire District shall be excess of the Consultant's insurance and shall not contribute with it.
- (3.3)(C). "Certificate of Insurance will indicate Consultants insurance will not be canceled without 30 days written notice to the Fire District."
- 3.4 **Qualifications of Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."
- 3.5 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.
- 3.6 **Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Consultant, its employees, agents and subcontractors.

Section 4. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

- 4.1 Consultant shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the District and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the District shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the District.

The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and

hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 5. STATUS OF CONSULTANT.

5.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of District. Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent.

Section 6. LEGAL REQUIREMENTS.

6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

6.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall use due professional care to comply with all laws applicable to the performance of the work in connection with this Agreement.

6.3 **Licenses and Permits.** Consultant represents and warrants to District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.

6.4 **Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

Section 7. MODIFICATION.

7.1 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.

7.2 **Assignment and Subcontracting.** Consultant may not assign this Agreement or any interest therein without the prior written approval of the District. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the District. Where written approval is granted by the District, Consultant shall supervise all work subcontracted by Consultant in performing the services; shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services; and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 3, to District's satisfaction.

- 7.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Consultant shall survive the termination of this Agreement.
- 7.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:
- 7.4.1 Immediately terminate the Agreement;
 - 7.4.2 After final payment retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant in accordance with this Agreement;
 - 7.4.3 Retain a different consultant to complete the work described in the RFP not finished by Consultant; or
 - 7.4.4 Charge Consultant the difference between the costs to complete the work described in the RFP that is unfinished at the time of breach and the amount that District would have paid Consultant in accordance with Section 2 if Consultant had completed the work.

Section 8. KEEPING AND STATUS OF RECORDS.

- 8.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains in accordance with this Agreement and that relate to the matters covered under the terms of this Agreement shall be the property of the District.
- 8.2 **Consultant's Books and Records.** Consultant shall maintain any and all records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the District under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 8.3 **Confidential Information and Disclosure.** During the term of this Agreement, either party (the "Disclosing Party") may disclose confidential, proprietary or trade secret information (the "Information"), to the other party (the "Receiving Party"). The Receiving Party shall hold the Disclosing Party's Information in confidence and shall take all reasonable steps to prevent any unauthorized possession, use, copying, transfer or disclosure of such Information. Consultant understands that the District is a public District and is subject to the laws that may compel it to disclose information about Consultant's business.

Section 9 MISCELLANEOUS PROVISIONS.

- 9.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 9.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 9.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.
- 9.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.5 Contract Administration.** This Agreement shall be administered by the Fire Chief, or designee, who shall act as the District's representative. All correspondence shall be directed to or through the representative.
- 9.6 Notices.** Any written notice to Consultant shall be sent to:

Company Name
Address
City, CA XXXXX

Any written notice to District shall be sent to:

David Winnacker, Fire Chief
Moraga Orinda Fire District
1280 Moraga Way
Moraga, CA 94556

- 9.7 Integration; Incorporation.** This Agreement, including all the Exhibits attached hereto, represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All Exhibits attached hereto are incorporated by reference herein.
- 9.8 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, District and Consultant agree to resolve the dispute in accordance with the following:

Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by

both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, *et. seq.*

9.9 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the date signed by the District.

MORAGA ORINDA FIRE PROTECTION DISTRICT

CONSULTANT

Date: _____

Date: _____

David Winnacker
Fire Chief

XXXXXXXX
Federal Tax ID XX-XXXXXX

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

The Consultant shall provide personnel and equipment to abate fire hazards as identified by MOFD Fire Prevention Staff. MOFD Fire Prevention Staff will identify the amount and scope of work that will be required to abate the identified hazard. During declared Fire Season, the Consultant shall meet the requirements listed in Public Resource Code 4428.

PRC 4428. No person, except any member of an emergency crew or except the driver or owner of any service vehicle owned or operated by or for, or operated under contract with, a publicly or privately owned utility, which is used in the construction, operation, removal, or repair of the property or facilities of such utility when engaged in emergency operations, shall use or operate any vehicle, machine, tool or equipment powered by an internal combustion engine operated on hydrocarbon fuels, in any industrial operation located on or near any forest, brush, or grass-covered land between April 1 and December 1 of any year, or at any other time when ground litter and vegetation will sustain combustion permitting the spread of fire, without providing and maintaining, for firefighting purposes only, suitable and serviceable tools in the amounts, manner and location prescribed in this section.

(a) On any such operation a sealed box of tools shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire.

(b) One or more serviceable chainsaws of three and one-half or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area, or, in the alternative, a full set of timber-felling tools shall be located in the fire toolbox, including one crosscut falling saw six feet in length, one double-bit ax with a 36-inch handle, one sledge hammer or maul with a head weight of six, or more, pounds and handle length of 32 inches, or more, and not less than two falling wedges.

(c) Each rail speeder and passenger vehicle, used on such operation shall be equipped with one shovel and one ax, and any other vehicle used on the operation shall be equipped with one shovel. Each tractor used in such operation shall be equipped with one shovel.

(d) As used in this section:

(1) "Vehicle" means a device by which any person or property may be propelled, moved, or drawn over any land surface, excepting a device moved by human power or used exclusively upon stationary rails or tracks.

(2) "Passenger vehicle" means a vehicle which is self-propelled and which is designed for carrying not more than 10 persons including the driver, and which is used or maintained for the transportation of persons, but does not include any motortruck or truck tractor.

EXHIBIT B

COMPENSATION SCHEDULE

Compensation for all tasks shall not exceed **\$500,000** for the life of the contract.

Compensation will be prices that the Consultant submitted to the District in the RFP package.

**AGREEMENT FOR CONTRACT SERVICES BETWEEN
THE MORAGA ORINDA FIRE PROTECTION DISTRICT AND
XXXXXXXXXX.**

This agreement for contract services (“Agreement”) is entered into on May 27, 2021 (the “Effective Date”) between the MORAGA ORINDA FIRE PROTECTION DISTRICT, a Special District, with offices located at 1280 Moraga Way, Moraga, California (“District”) and XXXXXX. (“Consultant”) (together sometimes referred to as the “Parties”).

Section 1. SERVICES. In accordance with the terms and conditions set forth in this Agreement, Consultant agrees to perform all services described in the RFP for fuel reduction work. In the event of a conflict in or inconsistency between the terms of this Agreement and RFP, this Agreement shall prevail.

- 1.1 **Term of Services.** This Agreement shall begin on the Effective Date and shall end on December 31, 2023. Unless the term of the Agreement is otherwise terminated or modified, as provided for herein.
- 1.2 **Standard of Performance.** Consultant shall diligently perform all services required in connection with this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services in connection with this Agreement.
- 1.4 **Termination.** District may cancel this Agreement at any time and without cause upon written notification to Consultant. In the event of termination, Consultant shall be entitled to compensation for services satisfactorily completed as of the date of written notice of termination; District, however, may condition payment of such compensation upon Consultant delivering to District documents and records identified in Section 8.1 of this Agreement.

Section 2. COMPENSATION. District hereby agrees to pay Consultant an amount **NOT TO EXCEED \$500,000** for all work set forth in the RFP, and made a part of this Agreement. In the event of a conflict between this Agreement and Consultant's proposal regarding the amount of compensation, this Agreement shall prevail.

- 2.1 **Invoices.** Consultant shall submit invoices once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date to:

Moraga Orinda Fire Protection District
1280 Moraga Way
Moraga, California, 94556
Attn: Accounts Payable

- 2.2 **Payment.** District shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred.

- 2.3 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

Section 3. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, shall procure the types and amounts of insurance listed below for the period covered by the Agreement.

- 3.1 Consultant shall, throughout the duration of this Agreement, maintain insurance to cover Consultant (including its agents, representatives, sub-consultants, and employees) in connection with the performance of services under this Agreement. This Agreement identifies the minimum insurance levels with which Consultant shall comply; however, the minimum insurance levels shall not relieve Consultant of any other performance responsibilities under this Agreement (including the indemnity requirements), and Consultant may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Consultant, and prior to the commencement of any services, the Consultant shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the Fire District. Consultant shall provide substitute written proof of insurance no later than 30 days prior to the expiration date of any insurance policy required by this Agreement.

- 3.2 **Minimum Insurance Levels.** Consultant shall maintain insurance at the following minimum levels:

(3.2)(A). **Commercial General Liability** Consultant shall maintain commercial general liability insurance for the term of this Agreement, including products liability, covering any loss or liability, including the cost of defense of any action for bodily injury, death, personal injury and property damage which may arise out of the operations of the consultant (with coverage at least as broad as ISO form CG 00 01 01 96) and in an amount not less than \$1,000,000 per occurrence/\$2,000,000 aggregate.

(3.2)(B). **Automobile Liability** Consultant shall maintain automobile liability insurance (with coverage at least as broad as ISO form CA 00 01 07 97, (for "hired and non-owned auto") for the term of this Agreement covering any loss of liability, including the cost of defense of any action, arising from the operation, maintenance or use in an amount not less than \$1,000,000 per accident for bodily injury and property damage. This insurance shall provide contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

(3.2)(C). **Workers' Compensation** If Consultant employs any person, Consultant shall maintain Statutory Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant with limits of not less than (\$1,000,000.00) per accident.

- 3.3 **Endorsements.** The insurance policies shall be endorsed as follows:

(3.3)(A). For the commercial general liability insurance, the Fire District (including its elected officials, employees, and agents) shall be named as additional insured, and the policy shall be endorsed with a form equivalent to ISO form CG 20 10 11 85.

(3.3)(B). Consultant's insurance is primary to any other insurance available to the Fire District with respect to any claim arising out of this Agreement. Any insurance maintained by the Fire District shall be excess of the Consultant's insurance and shall not contribute with it.

(3.3)(C). "Certificate of Insurance will indicate Consultants insurance will not be canceled without 30 days written notice to the Fire District."

3.4 **Qualifications of Insurers.** All insurance companies providing coverage to Consultant shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California, and shall have an A.M Best's rating of not less than "A:VII."

3.5 **General Liability/Umbrella Insurance.** The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

3.6 **Waiver of Subrogation.** Consultant agrees to waive subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of District for all work performed by Consultant, its employees, agents and subcontractors.

Section 4. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

4.1 Consultant shall to the fullest extent allowed by law, with respect to all services performed in connection with this Agreement, indemnify, defend and hold harmless the District and its officials, commissioners, officers, employees, agents and volunteers from and against any and all claims that arise out of, pertain to or relate to the negligence, recklessness or willful misconduct of the Consultant. Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liabilities"). Such obligations to defend, hold harmless and indemnify the District shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the District.

The foregoing obligation of Consultant shall not apply when (1) the injury, loss of life, damage to property, or violation of law arises wholly from the negligence or willful misconduct of the District or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by District of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this

Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

Section 5. STATUS OF CONSULTANT.

- 5.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of District. Consultant shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent.

Section 6. LEGAL REQUIREMENTS.

- 6.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 6.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall use due professional care to comply with all laws applicable to the performance of the work in connection with this Agreement.
- 6.3 **Licenses and Permits.** Consultant represents and warrants to District that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
- 6.4 **Nondiscrimination and Equal Opportunity.** In compliance with federal, state and local laws, Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement.

Section 7. MODIFICATION.

- 7.1 **Amendments.** The Parties may amend this Agreement only by a writing signed by all the Parties.
- 7.2 **Assignment and Subcontracting.** Consultant may not assign this Agreement or any interest therein without the prior written approval of the District. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the District. Where written approval is granted by the District, Consultant shall supervise all work subcontracted by Consultant in performing the services; shall be responsible for all work performed by a subcontractor as if Consultant itself had performed such work; the subcontracting of any work to subcontractors shall not relieve Consultant from any of its obligations under this Agreement with respect to the services; and Consultant is obligated to ensure that any and all subcontractors performing any services shall be fully insured in all respects and to the same extent as set forth under Section 3, to District's satisfaction.

- 7.3 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between District and Consultant shall survive the termination of this Agreement.
- 7.4 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, District's remedies shall include, but not be limited to, the following:
- 7.4.1 Immediately terminate the Agreement;
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Section 9 MISCELLANEOUS PROVISIONS.

- 9.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing

party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

- 9.2 Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Contra Costa or in the United States District Court for the Northern District of California.
- 9.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect.
- 9.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 9.5 Contract Administration.** This Agreement shall be administered by the Fire Chief, or designee, who shall act as the District's representative. All correspondence shall be directed to or through the representative.
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Company Name
Address
City, CA XXXXX

Any written notice to District shall be sent to:

David Winnacker, Fire Chief
Moraga Orinda Fire District
1280 Moraga Way
Moraga, CA 94556

- 9.7 Integration; Incorporation.** This Agreement, including all the Exhibits attached hereto, represents the entire and integrated agreement between District and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. All Exhibits attached hereto are incorporated by reference herein.
- 9.8 Alternative Dispute Resolution.** If any dispute arises between the Parties that cannot be settled after engaging in good faith negotiations, District and Consultant agree to resolve the dispute in accordance with the following:

Each party will designate a senior management or executive level representative to negotiate the dispute. Through good faith negotiations, the representatives will attempt to resolve the dispute by any means within their authority. If dispute remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by mediation through a disinterested third person as mediator selected by

both Parties. Mediation will begin within thirty (30) days of the selection of this disinterested third party, and will end fifteen (15) days after commencement. The Parties shall equally bear the costs of any third party in any alternative dispute resolution process.

The alternative dispute resolution process is a material condition to this Agreement and must be exhausted as an administrative remedy prior to either Party initiating legal action. This alternative dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code § 900, *et. seq.*

9.9 Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

The Parties have executed this Agreement as of the date signed by the District.

MORAGA ORINDA FIRE PROTECTION DISTRICT

CONSULTANT

Date: _____

Date: _____

David Winnacker
Fire Chief

XXXXXXXX
Federal Tax ID XX-XXXXXX

EXHIBIT A

SCOPE OF SERVICES

SCOPE OF SERVICES

The Consultant shall provide personnel and equipment to abate fire hazards as identified by MOFD Fire Prevention Staff. MOFD Fire Prevention Staff will identify the amount and scope of work that will be required to abate the identified hazard. During declared Fire Season, the Consultant shall meet the requirements listed in Public Resource Code 4428.

PRC 4428. No person, except any member of an emergency crew or except the driver or owner of any service vehicle owned or operated by or for, or operated under contract with, a publicly or privately owned utility, which is used in the construction, operation, removal, or repair of the property or facilities of such utility when engaged in emergency operations, shall use or operate any vehicle, machine, tool or equipment powered by an internal combustion engine operated on hydrocarbon fuels, in any industrial operation located on or near any forest, brush, or grass-covered land between April 1 and December 1 of any year, or at any other time when ground litter and vegetation will sustain combustion permitting the spread of fire, without providing and maintaining, for firefighting purposes only, suitable and serviceable tools in the amounts, manner and location prescribed in this section.

(a) On any such operation a sealed box of tools shall be located, within the operating area, at a point accessible in the event of fire. This fire toolbox shall contain: one backpack pump-type fire extinguisher filled with water, two axes, two McLeod fire tools, and a sufficient number of shovels so that each employee at the operation can be equipped to fight fire.

(b) One or more serviceable chainsaws of three and one-half or more horsepower with a cutting bar 20 inches in length or longer shall be immediately available within the operating area, or, in the alternative, a full set of timber-felling tools shall be located in the fire toolbox, including one crosscut falling saw six feet in length, one double-bit ax with a 36-inch handle, one sledge hammer or maul with a head weight of six, or more, pounds and handle length of 32 inches, or more, and not less than two falling wedges.

(c) Each rail speeder and passenger vehicle, used on such operation shall be equipped with one shovel and one ax, and any other vehicle used on the operation shall be equipped with one shovel. Each tractor used in such operation shall be equipped with one shovel.

(d) As used in this section:

(1) "Vehicle" means a device by which any person or property may be propelled, moved, or drawn over any land surface, excepting a device moved by human power or used exclusively upon stationary rails or tracks.

(2) "Passenger vehicle" means a vehicle which is self-propelled and which is designed for carrying not more than 10 persons including the driver, and which is used or maintained for the transportation of persons, but does not include any motortruck or truck tractor.

EXHIBIT B

COMPENSATION SCHEDULE

Compensation for all tasks shall not exceed **\$500,000** for the life of the contract.

Compensation will be prices that the Consultant submitted to the District in the RFP package.