

DECISION PAPER



Date: August 25, 2017

Issue:

Address the issue of winter tree related damage on Association owned property. Approve Award of contract to Cody's Tree Service, Inc.

Background:

The Association owned property experienced extensive tree related damage during the severe January and February storms. Addressing the storm damage by the association, as well as the individual homeowner private properties is of the highest priority. This is due to the threat of existing and new bark beetles, which have the potential to attack the forest causing extensive damage to healthy trees.

Forestry management completed a property survey resulting in an approximation of the actual tree damage. Most notably there were six areas of association owned property which experienced the most damage, that of Units 1, 2, 4, 9, 11; (Lausanne Way, Bernese Lane, Northwoods Boulevard, Baden Road, Zermatt Drive, Swiss Lane and Norse Avenue), and Euer Valley in the Broken Spoke region (eastern side). Hundreds of other trees are down or damaged throughout the rest of the property as well, but none so great as these six areas. Management estimates that it will take three years to complete the removal of all storm damaged trees from member and association owned property.

Management reported to the Board of Directors at the June 23rd, 2017 board meeting the findings and recommendations to begin addressing the storm damage on association property. The Board of Directors approved Replacement Reserves Expense Funds in the amount of \$150,000 to be allocated towards addressing the storm damage; add common area tree damage \$10,000 component to reserve study for 2018+, annually.

Allocation of the \$150,000 Reserve Replacement Funds was as follows:

Location	Detail Tasks	Estimated Expense
Euer Valley	broken tree felling, dead wood and felled tree removal, thinning and limbing	\$ 100,000.00
Common Area	broken tree felling, dead wood and felled tree removal, thinning and limbing	\$ 50,000.00
TOTAL STORM DAMAGE FORESTRY ESTIMATED EXPENSE		\$ 150,000.00

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Storm damage cleanup in the Common Area is a mixture of in-house labor and outside contract work. Work is currently deployed with key areas like the Bernese and Lausanne area addressed. The Euer Valley Broken Spoke area is planned to utilize contract work to complete the cleanup efforts in the identified acreage. Addressing the Euer Valley property was delayed due to wet, swampy conditions through the end of July.

A Request for Proposal for Forestry Labor Broken Spoke was sent to 10 companies. Five vendors attended the field review of the project and there were four bids submitted on August 14th, 2017.

Enclosed you will find:

- Request for Proposal for 2017 Forestry Labor Broken Spoke
- Bid packages from:
 - Bidder 1 – Manuel Benuto Total Bid \$ 84,280.
 - Bidder 2 – Cody's Tree Service Inc. Total Bid \$ 87,290.
 - Bidder 3 – Sierra Land Improvement Inc. Total Bid \$ 96,320.
 - Bidder 4 – Northwoods Tree & Land Service Total Bid \$120,000.
- 2017 Forestry Labor Broken Spoke Agreement

All competing vendors have excellent work and safety records with Tahoe Donner. The Manuel Benuto bid was disqualified, he did not provide a detailed description of their proposal to complete the required work as called out in the RFP. Cody's Tree Service, Inc. was the next qualified low bidder on the project. Management recommends awarding the 2017 Forestry Labor Broken Spoke project to Cody's Tree Service, Inc. for \$87,290, with a budget not to exceed \$100,000 to allow for contingency, utilizing Replacement Reserve Expense Funds.

Recommendation:

Management recommends awarding the 2017 Forestry Labor Broken Spoke project to Cody's Tree Service, Inc. for \$87,290, with a budget not to exceed \$100,000 to allow for contingency, utilizing Replacement Reserve Expense Funds.

Prepared By: Annie Rosenfeld *AR*
Reviewed By: Forrest Huisman *FH*
Reviewed By: Michael Salmon *MS*
Board Meeting Date: September 2, 2017
General Manager Approval to Place on the Agenda: _____ **Date:** _____



TAHOE DONNER ASSOCIATION
Request for Proposal
2017 Forestry Labor Broken Spoke
August 1st, 2017

It is the desire and intent of Tahoe Donner Association (TDA) to contract for forestry labor on property located in Truckee, California.

Prospective Contractors should be aware that in evaluating proposals, the Association will consider conforming price of all bid items addressed, reputation of firm, work schedule, and ability to perform work within the proposed schedules. All proposals should have a cover sheet that identifies the project, the proposing firm with address, phone and fax numbers, and the individual who will be in charge of the project and answer questions regarding the proposal. Proposals must address the requirements of all items in the scope of services section in this document and demonstrate the firm's understanding of the work to be performed. Interested contractors are expected to understand the extent of the work.

Proposals will provide a scope of work including a timeline for completion of all tasks in relation to the overall project schedule. Please indicate features, skills or services which distinguish your firm and make it the ideal choice for the Association. Each firm must provide a list of three local past work areas where similar services have been performed with current contact information.

A tour of the proposed project work will happen on August 4th, 2017 at 3:30 pm. This is the only time that tours will be available. Please meet at the Forestry Office, 10500 Teton Way, and we will travel to the job site. Bids are due by 3:30 PM local time August 14th, 2017, mailed, or hand-delivered to:

Mailed	Hand-Delivered
Tahoe Donner Association	Tahoe Donner Association
Attn: Bill Houdyschell	Attn: Bill Houdyschell
Forester	Forester
11509 Northwoods Blvd.	10500 Teton Way
Truckee, California 96161	Truckee, California 96161

Mailed bids shall be at the above address by the due time and date.

Fax bids will not be excepted.

A contractor will be selected and notified by August 15th, 2017 and contractor shall execute the contract by August 18th, 2017. The contract can be executed at the forestry office located at 10500 Teton Way in Truckee.

The contractor understands the Association reserves the right to reject any or all proposals without notice or cause. The Association reserves the right to solicit and accept additional proposals at its sole discretion.

As a business we are required to file Forms 1099. In order to properly complete our reporting requirements, we need certain information from our potential contractors. Please complete the taxpayer identification information on the attached bid form.

Each contractor declares and warrants that no undue influence or pressure will or has been used against or in concert with any director, officer or employee of Tahoe Donner Association in connection with the award of contract or the terms of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No director, officer or employee of the Association will receive compensation directly or indirectly from the firm or any officer, employee or agent of the firm, in connection with an award under this RFP or any work to be conducted as a result of a contract award.



A. SCOPE OF WORK TO BE COMPLETED

1. **Description of Work:** The intent of this Request for Proposal is to secure forestry labor services for completing hand labor work for Broken Spoke (30.1 acres). Project area is located in Ever Valley. The boundaries for Broken Spoke are identified with orange and blue flagging.

All tree boles less than 6 inches in diameter, green limbs, brush and broken tops and branches from this winters storms shall be chipped by contractor with contractors chipper. Chip depth shall not be greater than 2 inches over the project area. Chips shall not be blown onto stream courses or Meadows.

Work to be completed is as follows:

1. Cutting of all trees and down trees marked with blue paint. Maximum stump height is 1" for stumps 6" and less in diameter and 3" in height for 6" diameter and larger. Stump surfaces shall be horizontal with the ground.

If there are trees that cannot be cut for any reason Tahoe Donner shall be notified.

2. Tree limbing – This is to raise tree canopy above the ground by cutting of all live and dead branches from trees that are not marked with blue paint.
For trees less than 20 feet in height remove limbs 1/3 the height of the tree (for example, if the tree is 9 feet tall limb to 3 feet from the ground).
For trees 20 feet and greater in height, limb to a height of 10 feet above the ground measured from the lowest point of the limb. To meet the intent of this requirement limbs up to 16 feet above the ground may need to be cut.
All limbs shall be cut at the bole of the tree and shall not damage the tree.
Trees less than 4 inches in diameter do not need to be limbed.

Dead limbs cut shall be with treated with existing down dead material and piled for burning.

All trees within 25 feet of the equipment exclusion zone for meadows will be limbed. Trees 25 feet and more from the equipment exclusion zone do not need to be treated.

3. Brush Cutting - All live and dead snowbrush, bitter cherry, chinkapin, huckleberry oak and greenleaf manzanita shall be cut within the drip line plus 10 feet of trees not marked with blue paint. Brush material cut shall be piled for burning.

Dead brush cut shall be with treated with existing down dead material and piled for burning.

4. All existing down dead flammable material greater than ½ inch to 8 inches in diameter and 12 inches in length shall be piled for burning. The material will be free of dirt and rocks.

5. Pile for Burning – Hand piles shall be placed in forest openings not within 10 feet of the drip line of any live trees. Piles shall not be constructed on or near stumps (old or fresh), adjacent to down logs or in meadows or stream courses. Hand piles shall not be larger than 4 feet in height and 6 feet in diameter. Piles must be compact. No green material is allowed in the piles. All hand piles shall have a line cut to mineral soil 18 inches wide around each pile. Material from line cutting shall not be put on the hand pile but scattered away from the hand pile. Piles will be covered with plastic. Plastic shall be 2 mil in thickness, firmly attached to the piles, cover 1/3 to ½ of the pile and be placed on the southwest side covering the top of the pile.

6. Wood Removal – All green and sound dead material greater than 6 inches in diameter shall be cut to 10 foot lengths and decked at landing locations shown on Project Area Map and other agreed upon areas (see Appendix B) or removed from Tahoe Donner Association property. It is estimated that there are approximately 80 cords to be removed from this area. The estimates for wood removal are Tahoe Donners estimates and Contractor should make their own estimates.



7. Down Logs – Down logs are defined as 12 inches in diameter and larger. Down logs marked with blue paint shall be removed as wood (see item A.1.6), unmarked logs shall be left in place.
8. Vehicle Use and Size Limitations: Vehicles may drive throughout the area for pulling the contractors chipper and for wood removal. This includes trucks, ASVs and rubber tired skidders. There are equipment exclusion zones around meadow and wet areas flagged with chartreuse and yellow flagging shown on the Project Area Map. All vehicles and equipment are prohibited.

Speed limit on all dirt roads is 5 MPH.

9. Designated routes and route re-hab.: The work shall be completed in a manner that does not damage vegetation not specified to be treated. Contractor shall rake native material over exposed soil on routes used during the project and remove any wheel ruts. Wheel ruts are defined as any depression in the forest floor greater than 2 inches caused by vehicles allowed in A.1.8 above.

10. Trees damaged (more than 1/3 of the tree bole) by contractors operations will be removed at contractors expense.

If questions arise while implementing the agreement, TDA forestry staff will be available by calling 530-587-9432. A TDA forestry staff member will stop by the job site daily at an arranged time.

2. Contractor Responsibility: The Contractor shall provide all services including, but not limited to, all equipment, supplies, transportation and English speaking supervisor.

Contractor shall protect any improvements found within and adjacent to the project boundary.

3. Tahoe Donner Responsibility: Tahoe Donner shall flag boundaries with blue and orange flagging, Flag equipment exclusion zones with chartreuse and yellow flagging, mark all trees to be cut with blue paint for disposal. Locate landing locations on project maps.

4. Project Location: Project work is located on TDA lands located 1 mile northwest of downtown Truckee, California. The property is accessible from the south via Northwoods Boulevard off of Donner Pass Road. A north access to the property can be found via Alder Creek Road off of Highway 89N (see map appendix for a vicinity map).

5. Accessibility: The project area has Town of Truckee roads adjacent to all street access points and disposal sites. Tahoe Donner Association assumes no liability to perform special road maintenance to keep roads open to the project area.

6. Maps: A general vicinity map is included in Appendix A. and Project Area Map is included in Appendix B.

7. Estimated Start Date & Contract Time: Estimated start date is August 21st, 2017. The contract shall be completed by October 31st 2017. Additional hours of labor may be assigned depending on weather and budget conditions.

8. Restrictions on Work: Work shall be performed Monday through Friday between 0700 and 1700 except as outlined here. Restrictions are as follows:

1. When ground conditions are too wet to continue operations without sustaining resource damage to soils. A TDA Forestry employee will make this determination.
2. Servicing and refueling of equipment areas shall be located outside of WLPZ's or 100 feet from other wet areas. In case of a HAZMAT spill, the material shall be immediately contained and TDA will be notified immediately.
3. No operations from and September 2nd through September 4th 2017.
4. Meadows shown on the project area map are equipment exclusion zones.

9. Insurance and related requirements: Before work may begin on this project, the Contractor shall provide the documentation required in this section. Failure to provide the information will not change the date for starting work,



and contract time may begin before the contractor is actually permitted to work. Before the contractor can start operations they must provide TDA with:

- Comprehensive general liability insurance with a combined single limit of at least \$1,000,000 each occurrence for bodily injury and property damage, including personal injury and fire, listing the Tahoe Donner Association as additional insured. Logger's third party preferable.
- Comprehensive automobile liability insurance covering all owned, hired or otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
- Workers' Compensation Insurance as required by the provisions of California law.
- Provide TDA with a copy of the contractor's Injury Illness Prevention Program.
- Provide TDA with required information to file IRS form 1099 and EDD form 542 annually.

10. Camping and Housing: Camping is not permitted on Tahoe Donner Association property except at the Tahoe Donner Association Campground upon agreement.

11. Fire Requirements: Contractor shall follow all State, Local and TDA fire requirements. Fire extinguishers and shovels shall be within immediate reach of workers and equipment.

12. Contractor Furnished Equipment: Contractor furnished equipment shall be on a fully operational basis, of modern design, and in good operating condition, with a competent, fully qualified operator. Equipment shall be free of fluid leaks and be in good operating condition. The Contractor shall furnish all fuel, lubricants, and personnel necessary for the operation of the equipment. All repairs, service and spill cleanup are the responsibility of the Contractor and shall be at their expense. If during the contract period, the equipment requires repairs before operations can continue, it shall be the responsibility of the Contractor to complete such repairs in a timely manner. Equipment includes; chain saws and chipper capable of chipping material up to 8 inches in diameter along with necessary fuel, lubricants and required maintenance equipment. Hand tools not limited to shovels, rakes, loppers, pole saws and McLeod's; personal safety equipment; and vehicles necessary for crew transport with required fuel, lubricants and maintenance equipment.

Contractor shall provide and maintain a portable chemical toilet for their workers on site.

13. Tahoe Donner Association Furnished Property: None.

14. Public Safety: Contractor shall provide for public safety when operating equipment within 200 feet of open roadways, trails and behind homes. Equipment must be safely operated while working near roads and trails so no material enters the roadway, private property or damages any property. Contractor shall provide cautionary signs warning of hazardous work ahead. Warning signs will be placed not less than 100, or more than 200 feet from the unit so as to be visible to oncoming traffic or recreational users. Signs shall be a minimum of 2 feet by 2 feet in dimension. Before operating equipment near homes or other structures Contractor shall:

1. Safely operate equipment so no material is thrown onto roads, trails or property of nearby residents.
 2. Contractor shall remove any material from roads, trails or private property by the end of the work day.
 3. Contractor shall repair any damage to private property to the satisfaction of the property owner and TDA.
- Contractor's employees are permitted to smoke in vehicles only.

15. Inspections: Inspections will be performed by Tahoe Donner Association Forestry staff for the purpose of determining that the Contractor is complying with the terms and conditions detailed in the Scope of Work to be Completed and Technical Specifications and accompanying attachments.

Compliance Inspections: Visual compliance inspections will be made on a periodic basis. Such inspections are not final and do not constitute acceptance of the work.



16. Payments:

- Contractor shall submit an invoice to Tahoe Donner Association for acres completed. Only original invoices will be accepted and they may be submitted once the contract is complete. This includes removal of all firewood. Invoices will only be accepted when all work is satisfactorily completed.
- Based on Contractor's work performance, additional areas may be added at Contractor's bid price per unit of work.

B. SUBMITTAL REQUIREMENTS:

The contractor is to complete the information below or submit, as an equal, an office brochure inclusive of items 1-7:

1. Name of firm, address and telephone/fax numbers.
2. Year established:
3. Description of equipment to be used, include vehicles and chainsaws.
4. List the name(s) of the person(s) who will be the key contact(s) and manage this agreement:

If more space is needed for describing work experience, attach an additional sheet to your bid submittal. Any changes to this personnel list must be approved by Tahoe Donner Association

5. Bidders shall furnish a minimum of the past three completed work areas for TDA review, include contact information.
6. A completed Bid Form (provided) must be included with bids.
7. All requirements under section A item 9.
8. Detailed description of the contractors proposal of how the work outlined in the project description will be completed. Include size of crew, equipment to be used, methods of removal and final product. Also include estimated start date and completion date.

C. FURTHER INSTRUCTION TO BIDDERS

Familiarization with the Work: Before submitting the bid, each prospective bidder shall familiarize himself/herself with the work, the site where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. He/she shall carefully correlate his/her observations with requirements of the work and otherwise satisfy himself/herself of the expense and difficulties attending performance of this work. The submission of a bid will constitute a representation of compliance by the bidder. There will be no subsequent financial adjustment for lack of such familiarization.

Interpretations: All questions about the meaning or intent of the request for proposals or the contemplated work shall be submitted to the Forestry Department by phone. Replies will be answered by phone and all other bidders will be notified by phone. Questions received less than four days prior to the date for opening bids will not be answered. Only answers issued by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

General: It is understood that any dispute as to this project will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings.



TAHOE DONNER ASSOCIATION
11509 Northwoods Boulevard, Truckee, California 96161
2017 Forestry Labor Broken Spoke
BID FORM

SUBMITTED BY: _____

☐ Corporation

☐ Partnership

☐ Estate or Trust

PRINCIPAL OFFICE: _____

Person to contact for additional information on this bid:

Name: _____

Address: _____

Phone: _____ Fax: _____

Bidder declares and agrees that, if this bid is accepted, bidder is prepared to enter into an agreement to perform all work in accordance with the attached Scope of Work to be Completed and Technical Specifications. This will include all assumption, obligations, duties, and responsibilities necessary to the successful completion of the work. The furnishing of all materials and equipment required to complete the work; this includes tools, equipment, supplies, transportation, facilities, labor, taxes, superintendence, and services required to perform the work; and insurance and submittals.

Bidder shall include the submittal requirements, additional submittal items and other pertinent information with their bid. Bids that do not include the above information will not be considered.

If this bid is accepted, the bidder agrees to sign and deliver an acceptable agreement with the required insurance documentation to Tahoe Donner Association within five (5) days after receipt of notice of award from TDA.

Bids are needed for each of the following:

The above named has submitted a bid for the treatment of the project area Broken Spoke for a price/acre of \$_____.

For a total bid price of \$_____

SIGNATURE OF BIDDER:

If an individual: _____, doing business as

If a Partnership: _____

By: _____, partner

If a Corporation: _____

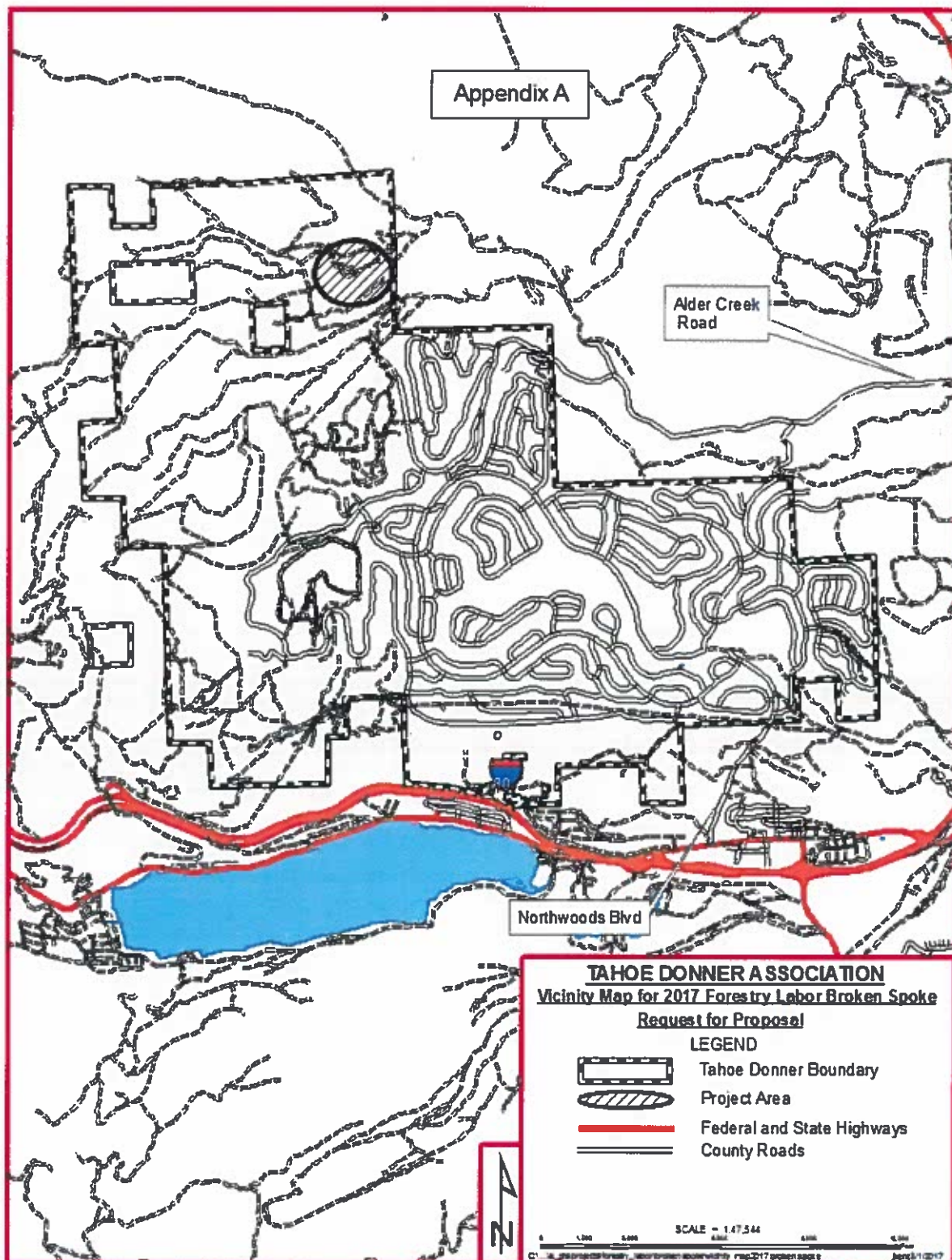
(a _____ Corporation)

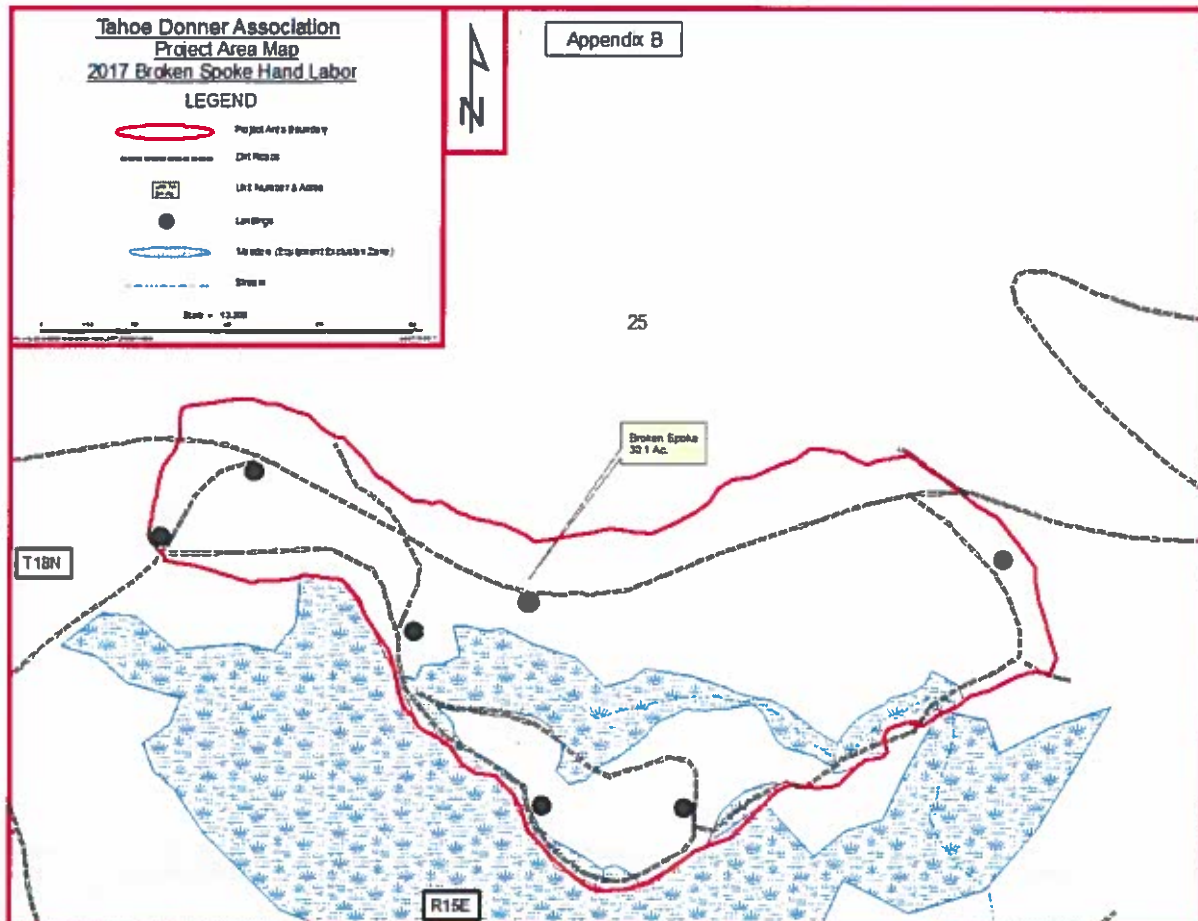
by: _____

Title: _____

Business Address of Bidder: _____

Tax ID #: _____







**TAHOE DONNER ASSOCIATION
Request for Proposal
2017 Forestry Labor Broken Spoke
August 1st, 2017**

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The contractor understands the Association reserves the right to reject any or all proposals without notice or cause. The Association reserves the right to solicit and accept additional proposals at its sole discretion.

As a business we are required to file Forms 1099. In order to properly complete our reporting requirements, we need certain information from our potential contractors. Please complete the taxpayer identification information on the attached bid form.

Each contractor declares and warrants that no undue influence or pressure will or has been used against or in concert with any director, officer or employee of Tahoe Donner Association in connection with the award of contract or the terms of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No director, officer or employee of the Association will receive compensation directly or indirectly from the firm or any officer, employee or agent of the firm, in connection with an award under this RFP or any work to be conducted as a result of a contract award.

A. SCOPE OF WORK TO BE COMPLETED



1. **Description of Work:** The intent of this Request for Proposal is to secure forestry labor services for completing hand labor work for Broken Spoke (30.1 acres). Project area is located in Euer Valley. The boundaries for Broken Spoke are identified with orange and blue flagging.

All tree boles less than 6 inches in diameter, green limbs, brush and broken tops and branches from this winters storms shall be chipped by contractor with contractors chipper. Chip depth shall not be greater than 2 inches over the project area. Chips shall not be blown onto stream courses or Meadows.

Work to be completed is as follows:

1. Cutting of all trees and down trees marked with blue paint. Maximum stump height is 1" for stumps 6" and less in diameter and 3" in height for 6" diameter and larger. Stump surfaces shall be horizontal with the ground.

If there are trees that cannot be cut for any reason Tahoe Donner shall be notified.

2. Tree limbing – This is to raise tree canopy above the ground by cutting of all live and dead branches from trees that are not marked with blue paint.
For trees less than 20 feet in height remove limbs 1/3 the height of the tree (for example, if the tree is 9 feet tall limb to 3 feet from the ground).
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All limbs shall be cut at the bole of the tree and shall not damage the tree.

Trees less than 4 inches in diameter do not need to be limbed.

Dead limbs cut shall be with treated with existing down dead material and piled for burning.

All trees within 25 feet of the equipment exclusion zone for meadows will be limbed. Trees 25 feet and more from the equipment exclusion zone do not need to be treated.

3. Brush Cutting - All live and dead snowbrush, bitter cherry, chinkapin, huckleberry oak and greenleaf manzanita shall be cut within the drip line plus 10 feet of trees not marked with blue paint. Brush material cut shall be piled for burning.

Dead brush cut shall be with treated with existing down dead material and piled for burning.

4. All existing down dead flammable material greater than ½ inch to 8 inches in diameter and 12 inches in length shall be piled for burning. The material will be free of dirt and rocks.

5. Pile for Burning – Hand piles shall be placed in forest openings not within 10 feet of the drip line of any live trees. Piles shall not be constructed on or near stumps (old or fresh), adjacent to down logs or in meadows or stream courses. Hand piles shall not be larger than 4 feet in height and 6 feet in diameter. Piles must be compact. No green material is allowed in the piles. All hand piles shall have a line cut to mineral soil 18 inches wide around each pile. Material from line cutting shall not be put on the hand pile but scattered away from the hand pile. Piles will be covered with plastic. Plastic shall be 2 mil in thickness, firmly attached to the piles, cover 1/3 to ½ of the pile and be placed on the southwest side covering the top of the pile.

6. Wood Removal – All green and sound dead material greater than 6 inches in diameter shall be cut to 10 foot lengths and decked at landing locations shown on Project Area Map and other agreed upon areas (see Appendix B) or removed from Tahoe Donner Association property. It is estimated that there are approximately 80 cords to be removed from this area. The estimates for wood removal are Tahoe Donners estimates and Contractor should make their own estimates.

7. Down Logs – Down logs are defined as 12 inches in diameter and larger. Down logs marked with blue paint shall be removed as wood (see item A.1.6), unmarked logs shall be left in place.



8. **Vehicle Use and Size Limitations:** Vehicles may drive throughout the area for pulling the contractors chipper and for wood removal. This includes trucks, ASVs and rubber tired skidders. There are equipment exclusion zones around meadow and wet areas flagged with chartreuse and yellow flagging shown on the Project Area Map. All vehicles and equipment are prohibited.

Speed limit on all dirt roads is 5 MPH.

9. **Designated routes and route re-hab.:** The work shall be completed in a manner that does not damage vegetation not specified to be treated. Contractor shall rake native material over exposed soil on routes used during the project and remove any wheel ruts. Wheel ruts are defined as any depression in the forest floor greater than 2 inches caused by vehicles allowed in A.1.8 above.

10. **Trees damaged (more than 1/3 of the tree bole) by contractors operations** will be removed at contractors expense.

If questions arise while implementing the agreement, TDA forestry staff will be available by calling 530-587-9432. A TDA forestry staff member will stop by the job site daily at an arranged time.

2. Contractor Responsibility: The Contractor shall provide all services including, but not limited to, all equipment, supplies, transportation and English speaking supervisor.

Contractor shall protect any improvements found within and adjacent to the project boundary.

3. Tahoe Donner Responsibility: Tahoe Donner shall flag boundaries with blue and orange flagging, Flag equipment exclusion zones with chartreuse and yellow flagging, mark all trees to be cut with blue paint for disposal. Locate landing locations on project maps.

4. Project Location: Project work is located on TDA lands located 1 mile northwest of downtown Truckee, California. The property is accessible from the south via Northwoods Boulevard off of Donner Pass Road. A north access to the property can be found via Alder Creek Road off of Highway 89N (see map appendix for a vicinity map).

5. Accessibility: The project area has Town of Truckee roads adjacent to all street access points and disposal sites. Tahoe Donner Association assumes no liability to perform special road maintenance to keep roads open to the project area.

6. Maps: A general vicinity map is included in Appendix A. and Project Area Map is included in Appendix B.

7. Estimated Start Date & Contract Time: Estimated start date is August 21st, 2017. The contract shall be completed by October 31st 2017. Additional hours of labor may be assigned depending on weather and budget conditions.

8. Restrictions on Work: Work shall be performed Monday through Friday between 0700 and 1700 except as outlined here. Restrictions are as follows:

1. When ground conditions are too wet to continue operations without sustaining resource damage to soils. A TDA Forestry employee will make this determination.
2. Servicing and refueling of equipment areas shall be located outside of WLPZ's or 100 feet from other wet areas. In case of a HAZMAT spill, the material shall be immediately contained and TDA will be notified immediately.
3. No operations from and September 2nd through September 4th 2017.
4. Meadows shown on the project area map are equipment exclusion zones.

9. Insurance and related requirements: Before work may begin on this project, the Contractor shall provide the documentation required in this section. Failure to provide the information will not change the date for starting work, and contract time may begin before the contractor is actually permitted to work. Before the contractor can start operations they must provide TDA with:



- Based on Contractor's work performance, additional areas may be added at Contractor's bid price per unit of work.

B. SUBMITTAL REQUIREMENTS:

The contractor is to complete the information below or submit, as an equal, an office brochure inclusive of items 1-7:

1. Name of firm, address and telephone/fax numbers.
2. Year established:
3. Description of equipment to be used, include vehicles and chainsaws.
4. List the name(s) of the person(s) who will be the key contact(s) and manage this agreement:

If more space is needed for describing work experience, attach an additional sheet to your bid submittal. Any changes to this personnel list must be approved by Tahoe Donner Association

5. Bidders shall furnish a minimum of the past three completed work areas for TDA review, include contact information.
6. A completed Bid Form (provided) must be included with bids.
7. All requirements under section A item 9.
8. Detailed description of the contractors proposal of how the work outlined in the project description will be completed. Include size of crew, equipment to be used, methods of removal and final product. Also include estimated start date and completion date.

C. FURTHER INSTRUCTION TO BIDDERS

Familiarization with the Work: Before submitting the bid, each prospective bidder shall familiarize himself/herself with the work, the site where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. He/she shall carefully correlate his/her observations with requirements of the work and otherwise satisfy himself/herself of the expense and difficulties attending performance of this work. The submission of a bid will constitute a representation of compliance by the bidder. There will be no subsequent financial adjustment for lack of such familiarization.

Interpretations: All questions about the meaning or intent of the request for proposals or the contemplated work shall be submitted to the Forestry Department by phone. Replies will be answered by phone and all other bidders will be notified by phone. Questions received less than four days prior to the date for opening bids will not be answered. Only answers issued by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

General: It is understood that any dispute as to this project will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings.



TAHOE DONNER ASSOCIATION
11509 Northwoods Boulevard, Truckee, California 96161
2017 Forestry Labor Broken Spoke
BID FORM

SUBMITTED BY: Cody's Tree Service, Inc
Corporation Partnership Estate or Trust

PRINCIPAL OFFICE: 2000 HWY 50 SLT CA 96150

Person to contact for additional information on this bid:

Name: Frank Cody
Address: P.O. Box 18341 SLT, CA 96151
Phone: 530 541 8733 Fax: 530 303 1533

Bidder declares and agrees that, if this bid is accepted, bidder is prepared to enter into an agreement to perform all work in accordance with the attached Scope of Work to be Completed and Technical Specifications. This will include all assumption, obligations, duties, and responsibilities necessary to the successful completion of the work. The furnishing of all materials and equipment required to complete the work; this includes tools, equipment, supplies, transportation, facilities, labor, taxes, superintendence, and services required to perform the work; and insurance and submittals.

Bidder shall include the submittal requirements, additional submittal items and other pertinent information with their bid. Bids that do not include the above information will not be considered.

If this bid is accepted, the bidder agrees to sign and deliver an acceptable agreement with the required insurance documentation to Tahoe Donner Association within five (5) days after receipt of notice of award from TDA.

Bids are needed for each of the following:

The above named has submitted a bid for the treatment of the project area Broken Spoke for a price/acre of \$2900
For a total bid price of \$2900 per acre

SIGNATURE OF BIDDER:

If an individual: _____, doing business as _____

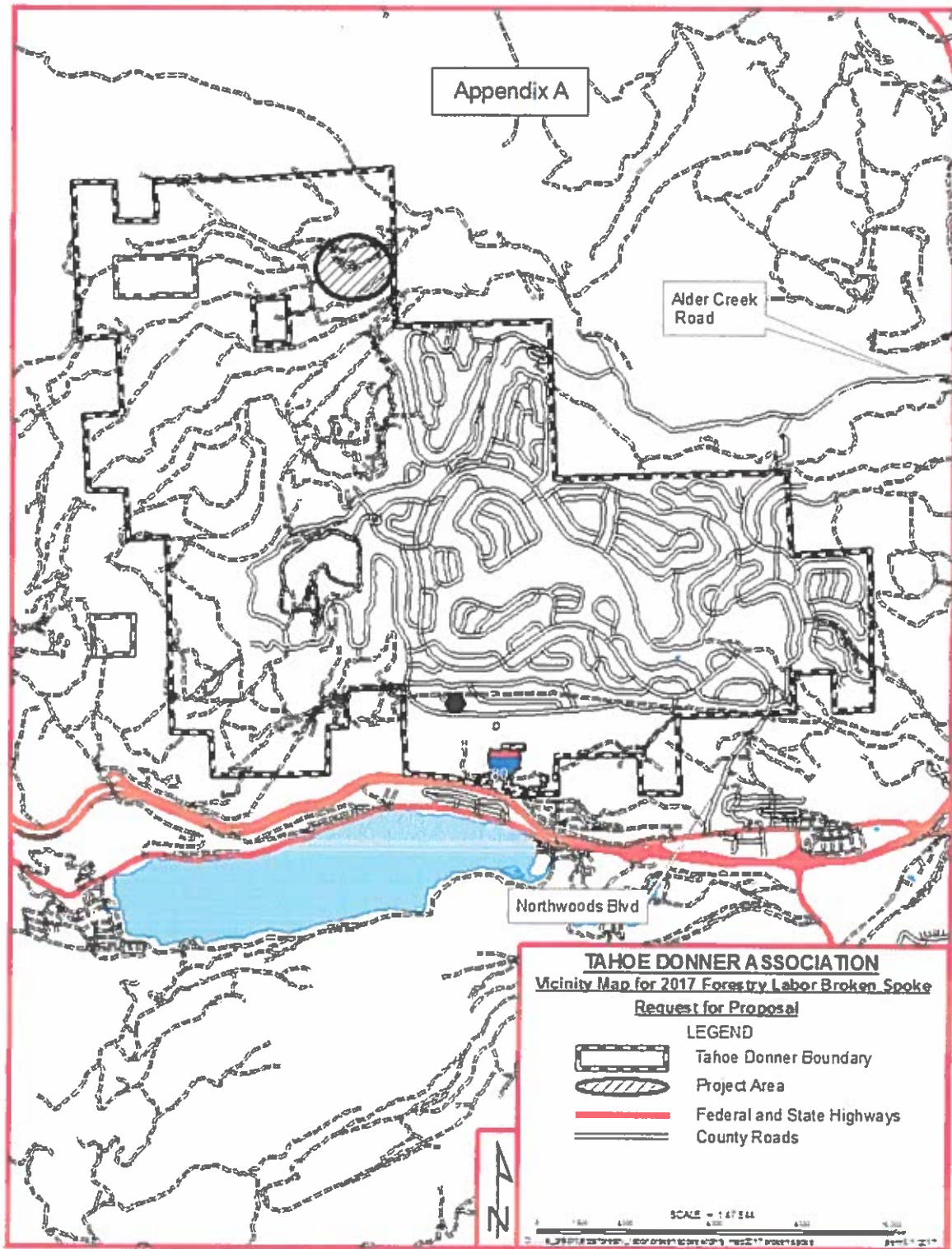
If a Partnership: _____
By: _____, partner

If a Corporation: Frank Cody
(a S Corp Corporation)
by: Frank Cody

Title: President
Business Address of Bidder: 2000 HWY 50 SLT CA 96150

Tax ID #: 81-3082391

2900/Acre
30.1 Acres
\$87,290



8/8/2017



2000 HWY 50
South Lake Tahoe, CA 96150
530-541-8733
codystree@gmail.com

Tahoe Donner Association,
11509 Northwoods Blvd.
Truckee, CA 96161
530-587-7932

Project Broken Spoke

Dear Tahoe Donner Association,

We will be utilizing 4 to 5 people on the crew from start to finish. We will be using a F350 and Bandit 1590 chipper with a winch. We will also be using a wood hauling trailer with a Toro/Dingo and a large skid steer. With combined efforts between the crew members and equipment, we will be chipping all green material and broadcasting all chip on site. We will be using equipment to stack log decks in designated areas for Tahoe Donner Association. We estimate 4 to 6 weeks on project.

Sincerely,

Cody's Tree Service



TAHOE DONNER ASSOCIATION
Request for Proposal
2017 Forestry Labor Broken Spoke
August 1st, 2017

It is the desire and intent of Tahoe Donner Association (TDA) to contract for forestry labor on property located in Truckee, California.

Prospective Contractors should be aware that in evaluating proposals, the Association will consider conforming price of all bid items addressed, reputation of firm, work schedule, and ability to perform work within the proposed schedules. All proposals should have a cover sheet that identifies the project, the proposing firm with address, phone and fax numbers, and the individual who will be in charge of the project and answer questions regarding the proposal. Proposals must address the requirements of all items in the scope of services section in this document and demonstrate the firm's understanding of the work to be performed. Interested contractors are expected to understand the extent of the work.

Proposals will provide a scope of work including a timeline for completion of all tasks in relation to the overall project schedule. Please indicate features, skills or services which distinguish your firm and make it the ideal choice for the Association. Each firm must provide a list of three local past work areas where similar services have been performed with current contact information.

A tour of the proposed project work will happen on August 4th, 2017 at 3:30 pm. This is the only time that tours will be available. Please meet at the Forestry Office, 10500 Teton Way, and we will travel to the job site. Bids are due by 3:30 PM local time August 14th, 2017, mailed, or hand-delivered to:

Mailed	Hand-Delivered
Tahoe Donner Association	Tahoe Donner Association
Attn: Bill Houdyschell	Attn: Bill Houdyschell
Forester	Forester
11509 Northwoods Blvd.	10500 Teton Way
Truckee, California 96161	Truckee, California 96161

Mailed bids shall be at the above address by the due time and date.

Fax bids will not be excepted.

A contractor will be selected and notified by August 15th, 2017 and contractor shall execute the contract by August 18th, 2017. The contract can be executed at the forestry office located at 10500 Teton Way in Truckee.

The contractor understands the Association reserves the right to reject any or all proposals without notice or cause. The Association reserves the right to solicit and accept additional proposals at its sole discretion.

As a business we are required to file Forms 1099. In order to properly complete our reporting requirements, we need certain information from our potential contractors. Please complete the taxpayer identification information on the attached bid form.

Each contractor declares and warrants that no undue influence or pressure will or has been used against or in concert with any director, officer or employee of Tahoe Donner Association in connection with the award of contract or the terms of this RFP, including any method of coercion, confidential financial arrangement or financial inducement. No director, officer or employee of the Association will receive compensation directly or indirectly from the firm or any officer, employee or agent of the firm, in connection with an award under this RFP or any work to be conducted as a result of a contract award.



A. SCOPE OF WORK TO BE COMPLETED

1. **Description of Work:** The intent of this Request for Proposal is to secure forestry labor services for completing hand labor work for Broken Spoke (30.1 acres). Project area is located in Euer Valley. The boundaries for Broken Spoke are identified with orange and blue flagging.

All tree boles less than 6 inches in diameter, green limbs, brush and broken tops and branches from this winters storms shall be chipped by contractor with contractors chipper. Chip depth shall not be greater than 2 inches over the project area. Chips shall not be blown onto stream courses or Meadows.

Work to be completed is as follows:

1. Cutting of all trees and down trees marked with blue paint. Maximum stump height is 1" for stumps 6" and less in diameter and 3" in height for 6" diameter and larger. Stump surfaces shall be horizontal with the ground.

If there are trees that cannot be cut for any reason Tahoe Donner shall be notified.
2. Tree limbing – This is to raise tree canopy above the ground by cutting of all live and dead branches from trees that are not marked with blue paint.
For trees less than 20 feet in height remove limbs 1/3 the height of the tree (for example, if the tree is 9 feet tall limb to 3 feet from the ground).
For trees 20 feet and greater in height, limb to a height of 10 feet above the ground measured from the lowest point of the limb. To meet the intent of this requirement limbs up to 16 feet above the ground may need to be cut.
All limbs shall be cut at the bole of the tree and shall not damage the tree.
Trees less than 4 inches in diameter do not need to be limbed.

Dead limbs cut shall be with treated with existing down dead material and piled for burning.

All trees within 25 feet of the equipment exclusion zone for meadows will be limbed. Trees 25 feet and more from the equipment exclusion zone do not need to be treated.

3. Brush Cutting - All live and dead snowbrush, bitter cherry, chinkapin, huckleberry oak and greenleaf manzanita shall be cut within the drip line plus 10 feet of trees not marked with blue paint. Brush material cut shall be piled for burning.

Dead brush cut shall be with treated with existing down dead material and piled for burning.

4. All existing down dead flammable material greater than 1/4 inch to 8 inches in diameter and 12 inches in length shall be piled for burning. The material will be free of dirt and rocks.
5. Pile for Burning – Hand piles shall be placed in forest openings not within 10 feet of the drip line of any live trees. Piles shall not be constructed on or near stumps (old or fresh), adjacent to down logs or in meadows or stream courses. Hand piles shall not be larger than 4 feet in height and 6 feet in diameter. Piles must be compact. No green material is allowed in the piles. All hand piles shall have a line cut to mineral soil 18 inches wide around each pile. Material from line cutting shall not be put on the hand pile but scattered away from the hand pile. Piles will be covered with plastic. Plastic shall be 2 mil in thickness, firmly attached to the piles, cover 1/3 to 1/2 of the pile and be placed on the southwest side covering the top of the pile.
6. Wood Removal – All green and sound dead material greater than 6 inches in diameter shall be cut to 10 foot lengths and decked at landing locations shown on Project Area Map and other agreed upon areas (see Appendix B) or removed from Tahoe Donner Association property. It is estimated that there are approximately 80 cords to be removed from this area. The estimates for wood removal are Tahoe Donners estimates and Contractor should make their own estimates.



7. Down Logs – Down logs are defined as 12 inches in diameter and larger. Down logs marked with blue paint shall be removed as wood (see item A.1.6), unmarked logs shall be left in place.
8. Vehicle Use and Size Limitations: Vehicles may drive throughout the area for pulling the contractors chipper and for wood removal. This includes trucks, ASVs and rubber tired skidders. There are equipment exclusion zones around meadow and wet areas flagged with chartreuse and yellow flagging shown on the Project Area Map. All vehicles and equipment are prohibited.

Speed limit on all dirt roads is 5 MPH.

9. Designated routes and route re-hab.: The work shall be completed in a manner that does not damage vegetation not specified to be treated. Contractor shall rake native material over exposed soil on routes used during the project and remove any wheel ruts. Wheel ruts are defined as any depression in the forest floor greater than 2 inches caused by vehicles allowed in A.1.8 above.

10. Trees damaged (more than 1/3 of the tree bole) by contractors operations will be removed at contractors expense.

If questions arise while implementing the agreement, TDA forestry staff will be available by calling 530-587-9432. A TDA forestry staff member will stop by the job site daily at an arranged time.

2. Contractor Responsibility: The Contractor shall provide all services including, but not limited to, all equipment, supplies, transportation and English speaking supervisor.

Contractor shall protect any improvements found within and adjacent to the project boundary.

3. Tahoe Donner Responsibility: Tahoe Donner shall flag boundaries with blue and orange flagging, Flag equipment exclusion zones with chartreuse and yellow flagging, mark all trees to be cut with blue paint for disposal. Locate landing locations on project maps.

4. Project Location: Project work is located on TDA lands located 1 mile northwest of downtown Truckee, California. The property is accessible from the south via Northwoods Boulevard off of Donner Pass Road. A north access to the property can be found via Alder Creek Road off of Highway 89N (see map appendix for a vicinity map).

5. Accessibility: The project area has Town of Truckee roads adjacent to all street access points and disposal sites. Tahoe Donner Association assumes no liability to perform special road maintenance to keep roads open to the project area.

6. Maps: A general vicinity map is included in Appendix A. and Project Area Map is included in Appendix B.

7. Estimated Start Date & Contract Time: Estimated start date is August 21st, 2017. The contract shall be completed by October 31st 2017. Additional hours of labor may be assigned depending on weather and budget conditions.

8. Restrictions on Work: Work shall be performed Monday through Friday between 0700 and 1700 except as outlined here. Restrictions are as follows:

1. When ground conditions are too wet to continue operations without sustaining resource damage to soils. A TDA Forestry employee will make this determination.
2. Servicing and refueling of equipment areas shall be located outside of WLPZ's or 100 feet from other wet areas. In case of a HAZMAT spill, the material shall be immediately contained and TDA will be notified immediately.
3. No operations from and September 2nd through September 4th 2017.
4. Meadows shown on the project area map are equipment exclusion zones.

9. Insurance and related requirements: Before work may begin on this project, the Contractor shall provide the documentation required in this section. Failure to provide the information will not change the date for starting work,



and contract time may begin before the contractor is actually permitted to work. Before the contractor can start operations they must provide TDA with:

- Comprehensive general liability insurance with a combined single limit of at least \$1,000,000 each occurrence for bodily injury and property damage, including personal injury and fire, listing the Tahoe Donner Association as additional insured. Logger's third party preferable.
- Comprehensive automobile liability insurance covering all owned, hired or otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
- Workers' Compensation Insurance as required by the provisions of California law.
- Provide TDA with a copy of the contractor's Injury Illness Prevention Program.
- Provide TDA with required information to file IRS form 1099 and EDD form 542 annually.

10. Camping and Housing: Camping is not permitted on Tahoe Donner Association property except at the Tahoe Donner Association Campground upon agreement.

11. Fire Requirements: Contractor shall follow all State, Local and TDA fire requirements. Fire extinguishers and shovels shall be within immediate reach of workers and equipment.

12. Contractor Furnished Equipment: Contractor furnished equipment shall be on a fully operational basis, of modern design, and in good operating condition, with a competent, fully qualified operator. Equipment shall be free of fluid leaks and be in good operating condition. The Contractor shall furnish all fuel, lubricants, and personnel necessary for the operation of the equipment. All repairs, service and spill cleanup are the responsibility of the Contractor and shall be at their expense. If during the contract period, the equipment requires repairs before operations can continue, it shall be the responsibility of the Contractor to complete such repairs in a timely manner. Equipment includes; chain saws and chipper capable of chipping material up to 8 inches in diameter along with necessary fuel, lubricants and required maintenance equipment. Hand tools not limited to shovels, rakes, loppers, pole saws and McLeod's; personal safety equipment; and vehicles necessary for crew transport with required fuel, lubricants and maintenance equipment.

Contractor shall provide and maintain a portable chemical toilet for their workers on site.

13. Tahoe Donner Association Furnished Property: None.

14. Public Safety: Contractor shall provide for public safety when operating equipment within 200 feet of open roadways, trails and behind homes. Equipment must be safely operated while working near roads and trails so no material enters the roadway, private property or damages any property. Contractor shall provide cautionary signs warning of hazardous work ahead. Warning signs will be placed not less than 100, or more than 200 feet from the unit so as to be visible to oncoming traffic or recreational users. Signs shall be a minimum of 2 feet by 2 feet in dimension. Before operating equipment near homes or other structures Contractor shall:

1. Safely operate equipment so no material is thrown onto roads, trails or property of nearby residents.
 2. Contractor shall remove any material from roads, trails or private property by the end of the work day.
 3. Contractor shall repair any damage to private property to the satisfaction of the property owner and TDA.
- Contractor's employees are permitted to smoke in vehicles only.

15. Inspections: Inspections will be performed by Tahoe Donner Association Forestry staff for the purpose of determining that the Contractor is complying with the terms and conditions detailed in the Scope of Work to be Completed and Technical Specifications and accompanying attachments.

Compliance Inspections: Visual compliance inspections will be made on a periodic basis. Such inspections are not final and do not constitute acceptance of the work.



16. Payments:

- Contractor shall submit an invoice to Tahoe Donner Association for acres completed. Only original invoices will be accepted and they may be submitted once the contract is complete. This includes removal of all firewood. Invoices will only be accepted when all work is satisfactorily completed.
- Based on Contractor's work performance, additional areas may be added at Contractor's bid price per unit of work.

B. SUBMITTAL REQUIREMENTS:

The contractor is to complete the information below or submit, as an equal, an office brochure inclusive of items 1-7:

1. Name of firm, address and telephone/fax numbers.
2. Year established:
3. Description of equipment to be used, include vehicles and chainsaws.
4. List the name(s) of the person(s) who will be the key contact(s) and manage this agreement:

If more space is needed for describing work experience, attach an additional sheet to your bid submittal. Any changes to this personnel list must be approved by Tahoe Donner Association

5. Bidders shall furnish a minimum of the past three completed work areas for TDA review, include contact information.
6. A completed Bid Form (provided) must be included with bids.
7. All requirements under section A item 9.
8. Detailed description of the contractors proposal of how the work outlined in the project description will be completed. Include size of crew, equipment to be used, methods of removal and final product. Also include estimated start date and completion date.

C. FURTHER INSTRUCTION TO BIDDERS

Familiarization with the Work: Before submitting the bid, each prospective bidder shall familiarize himself/herself with the work, the site where the work is to be performed, local labor conditions and all laws, regulations and other factors affecting performance of the work. He/she shall carefully correlate his/her observations with requirements of the work and otherwise satisfy himself/herself of the expense and difficulties attending performance of this work. The submission of a bid will constitute a representation of compliance by the bidder. There will be no subsequent financial adjustment for lack of such familiarization.

Interpretations: All questions about the meaning or intent of the request for proposals or the contemplated work shall be submitted to the Forestry Department by phone. Replies will be answered by phone and all other bidders will be notified by phone. Questions received less than four days prior to the date for opening bids will not be answered. Only answers issued by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

General: It is understood that any dispute as to this project will be determined by submission to arbitration as provided by California law, and not by a lawsuit or resort to court process except as California law provides for judicial review of arbitration proceedings.



TAHOE DONNER ASSOCIATION
11509 Northwoods Boulevard, Truckee, California 96161
2017 Forestry Labor Broken Spoke
BID FORM

SUBMITTED BY: Manuel Benuto

☒ Corporation

☐ Partnership

☐ Estate or Trust

PRINCIPAL OFFICE: 308 Fourth Ave Portola, Ca 96122

Person to contact for additional information on this bid:

Name: Manuel Benuto

Address: P o Box 1412 Portola, Ca 96122

Phone: (530)832-0418

Fax: _____

Bidder declares and agrees that, if this bid is accepted, bidder is prepared to enter into an agreement to perform all work in accordance with the attached Scope of Work to be Completed and Technical Specifications. This will include all assumption, obligations, duties, and responsibilities necessary to the successful completion of the work. The furnishing of all materials and equipment required to complete the work; this includes tools, equipment, supplies, transportation, facilities, labor, taxes, superintendence, and services required to perform the work; and insurance and submittals.

Bidder shall include the submittal requirements, additional submittal items and other pertinent information with their bid. Bids that do not include the above information will not be considered.

If this bid is accepted, the bidder agrees to sign and deliver an acceptable agreement with the required insurance documentation to Tahoe Donner Association within five (5) days after receipt of notice of award from TDA.

Bids are needed for each of the following:

The above named has submitted a bid for the treatment of the project area Broken Spoke for a price/acre of \$ 2,800.
For a total bid price of \$ 84,000

SIGNATURE OF BIDDER:

If an individual: _____, doing business as _____

If a Partnership: _____
By: _____, partner

If a Corporation: Manuel Benuto

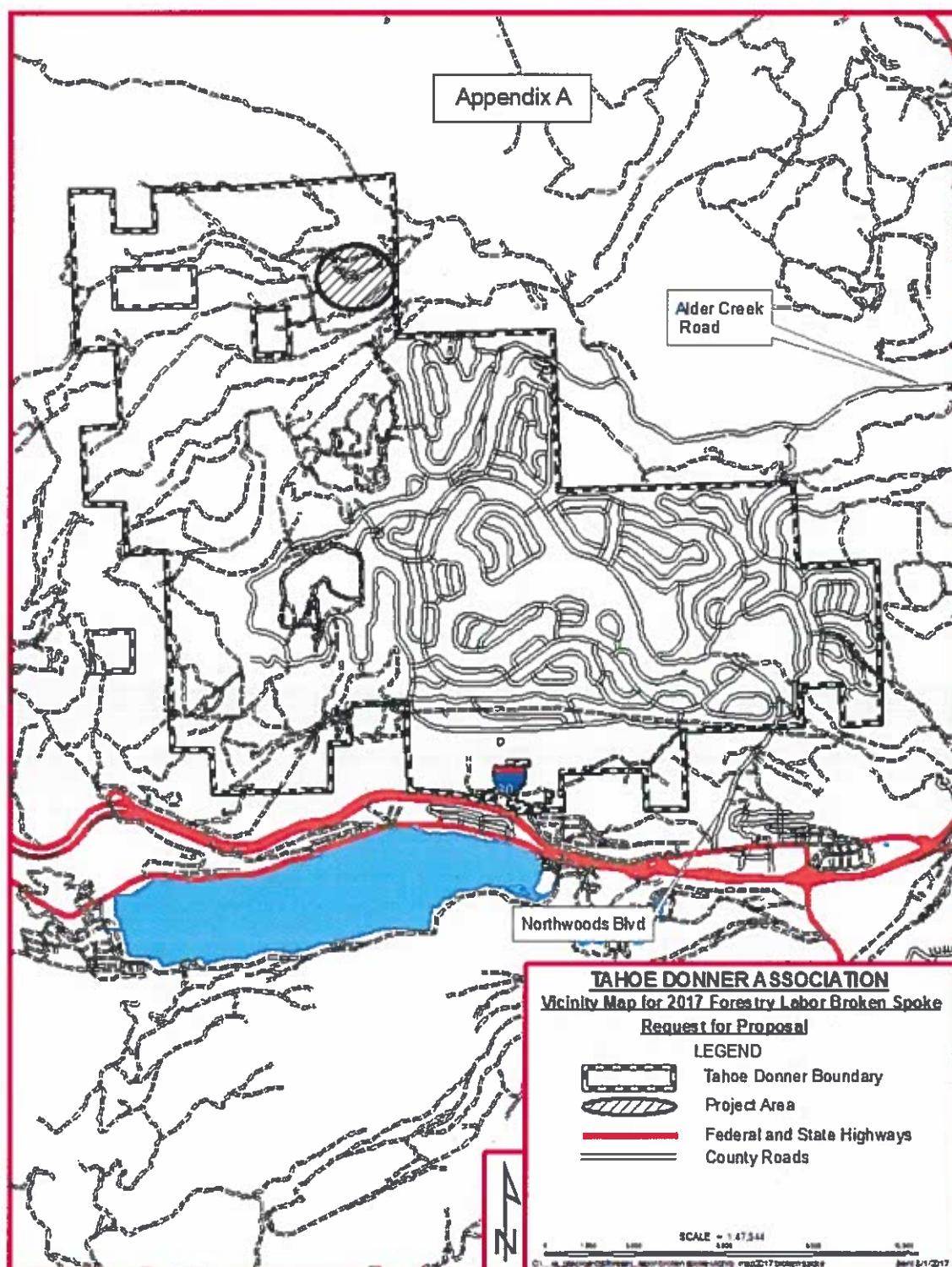
(a Self-Employed Contractor Corporation)

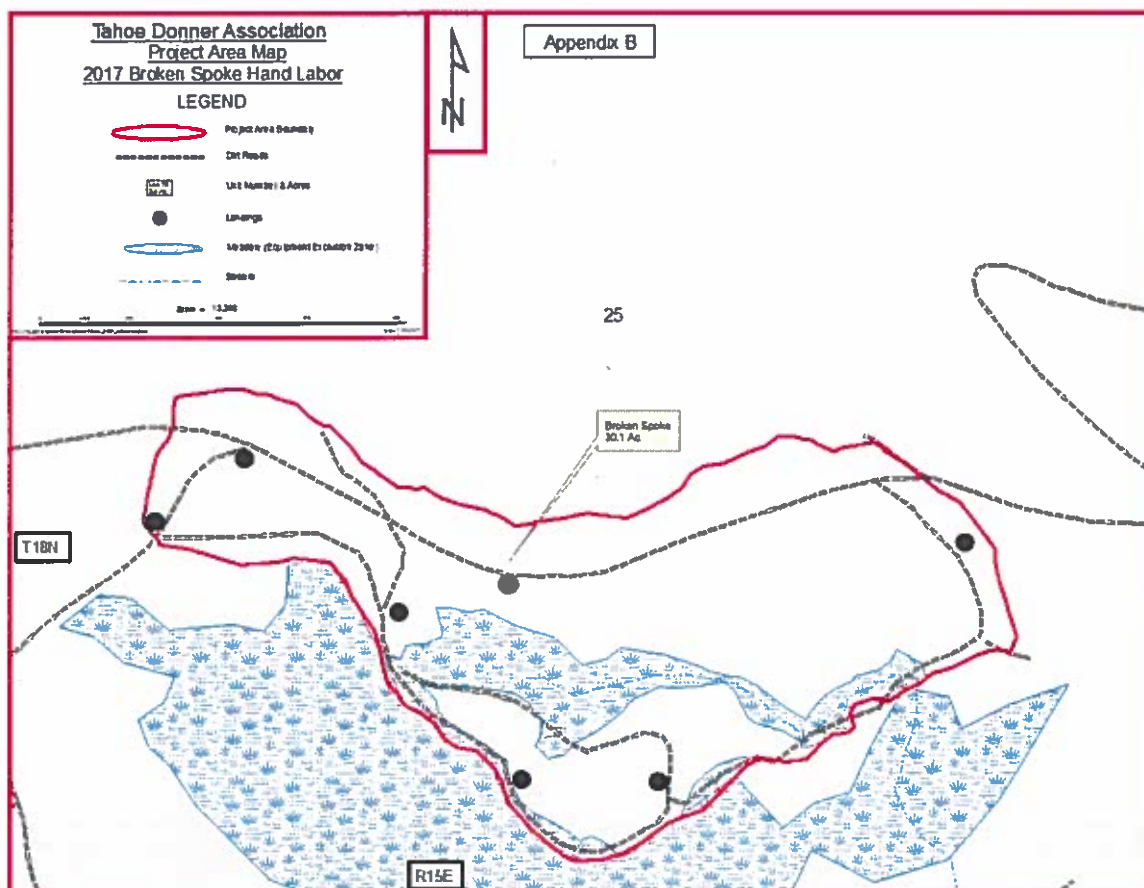
by: _____

Title: _____

Business Address of Bidder: Po box 1412

Tax ID #: 68268286





Sierra Land Improvement, Inc.
17921 Mustang Valley Place
Grass Valley, CA 95949
530 272 2390

ORIGINAL

August 14, 2017

Regarding: Request for Proposal-**COVER SHEET**
Tahoe Donner Association
11509 Northwoods Blvd. /10500 Teton Way (hand delivery)
Truckee, CA 96161
Attention: Bill Houdyschell, Forester

“2017 Forestry Labor- Broken Spoke”

Bidding Firm:

Sierra Land Improvement, Inc.
17921 Mustang Valley Pl.
Grass Valley, CA 95949

Contacts:

Michael Bengston, President
530 272 2390 phone and fax
sierralandimprove@hotmail.com

Phill King, Vice President of Field Operations*
530 277 1246- cell

*Contact for questions

CA State Contractor License # 940537

LTO # A10853

Tax ID # 55-0824199

Sierra Land Improvement, Inc.
17921 Mustang Valley Place
Grass Valley, CA 95949

ORIGINAL

August 14, 2017

DISTINGUISHING FEATURES, SKILLS AND SERVICES:

Sierra Land Improvement, Inc. (SLI) a privately held corporation has been in continuous operation since 2001. The company focus is on "establishing defensible space". Sierra Land Improvement, Inc is responding to the RFP to provide the Tahoe Donner Association with contracted forestry labor in Tahoe Donner: Broken Spoke- Euer Valley.

The enclosed proposal demonstrates the companies understanding of the project and abilities. Under the supervision of Phill King, LTO Vice President of Field Operations, skilled hand crews are productive, timely and cost effective in completing the scope of work. Additionally, within the scope of the project, Phill is a highly skilled equipment operator for Timbco and ASV operations; mastication and grappling. Our ability includes integrating handcrew labor, expert sawyers, mechanical chipping, grappling, forestry trimming, brushing, piling of timber and downed wood removal for forestry stewardship. SLI is a uniquely qualified 'one- stop-shop' in the business of fuels reduction and forestry management. Our expertise has been applied to the forests and interfacing communities of the Sierra Nevada and Trinity regions and throughout Yuba, Nevada, El Dorado, and Placer counties. The enclosed description of our detailed approach includes techniques to meet project objectives, descriptions of the equipment and personnel available. The key personnel, their roles (licensing and certifications) and experiences are outlined. As specified in the RFP, our references are selected to provide a cross representation of the applicable experiences and working relationships, also demonstrating the collaborative nature of the SLI approach to projects, with special attention to projects over the past 3 years where mastication and forestry labor has been a part of the project. SLI assures TDA can count on the same level of expertise delivered for the association in previously awarded projects. SLI is committed to providing the highest level of quality outputs in a cost-effective manner. SLI is confident the depth of our experience is directly applicable in qualifying Sierra Land Improvement as the forestry management/ fuel load reduction provider of choice for the Tahoe Donner Association 2017 Forestry labor services project.

UNDERSTANDING THE PROJECT

SLI is capable of and successfully manages hazardous vegetation to meet fuel modification objectives. When supervised by our VP of Operations Phill King, crews providing limbing, brushing, and chipping are highly productive while delivering cost effective quality of the output. As applicable forestry mastication and other mechanical treatments are included.

SLI operates a large capacity water truck/engine and a mobile water tender, which are useful for dust abatement; air quality and management of co-existing fire risk. The adaptability of this equipment and activities such as appropriate engine patrols and a designated fire watch/ safety crewman on foot patrol and fire response supports additional protection and safety (refer to CONTRACTOR CAPACITY –EQUIPMENT AND MANPOWER). SLI is committed to establishing a safer more protected Sierra Nevada. This is demonstrated through participation in community and private projects which are directed at reduction of hazardous vegetation to establish reduced risk of fire in our mountain communities.

Many projects completed by SLI are interface projects between private property owners and public or grant funded projects. SLI has delivered exceptional high-quality outcomes and customer satisfaction

when managing high visibility, multi-faceted projects. It is important to balance the project goal and intended use of the immediate and surrounding area to be treated and the scope of a funded project. Coordination on projects with the designated advisor is a special focus for Sierra Land Improvement. In 2017 SLI continues a multiyear contract with Placer County Procurement Services, as a Contract Providers for hazard fuel abatement. Beginning in 2014 and renewed in 2017, SLI achieved important standing as a Federal SAM contractor for forestry labor services. This positions SLI to respond to federally funded contracts without restriction. Despite the impact of 2014/2015 drought conditions to the planned approach, SLI completed an on time 37-acre project in the American River Watershed region, establishing a Perimeter Shaded Fuel Break in the river canyon gated community. This Georgetown Divide Resource Conservation District grant project required coordination with the RCD, the community residents and CALFIRE. Due to the terrain and drought conditions of 2016 SLI integrated hand crews extensively to meet expectations of this community. SLI excels at effective and coordinated project related communication. In 2016 an additional 30+ acres were awarded and completed in the same Auburn Lake Trails community with funding via EL Dorado Fire Safe Council. We pride ourselves in the ability to access all appropriate resources to address the unique scope of each project. As a Licensed Timber Operator timber harvesting, hazard tree removal specifications familiarity with vegetation treatment specifications and WLPZ criteria are assured by using skilled hand crews for exemplary outputs in forestry projects where hand treatment is needed

SLI is confident the depth of experience described in our background are directly applicable in qualifying Sierra Land Improvement as the forestry labor and fuel load reduction provider of choice for the Tahoe Donner Association 2017 project.

The attached **Reference Sheet** provides additional descriptions of scope of work to support our ability to meet the skill, safety and outcomes necessary for the timely and successful completion of this project.

APPROACH AND OBJECTIVES

SLI (the contractor) understands the need to complete site review and treatment zone activities within the designated and flagged areas prior to the initiation of the plan. The contractor (SLI) will verify each of the designated areas for treatment and restrictions. In a region where residents may require ingress or regress it is important to the safety considerations to maintain the availability of a job supervisor throughout the project, ensuring a project which will be completed in a safe and timely manner. The project will be staged as specified.

Components to confirm throughout the project include:

- Boundaries of each zone in the project area adhering to designated flagging.
- Impact of the treatment methodology in relationship to biomass and soil types encountered, minimizing soil disturbance in the region.
- Trees to be designated as leave trees, not flagged or meeting other criteria for removal.
- Ensuring location and identity of any hazardous trees, previously burned areas or habitat protection within each zone using on-site inspection and continuous assessment.
- Make considerations in determining tree and brush treatments to meet fuel modification objectives; protecting indicated environs and the need for maintaining a secure and protected habitat.

SLI will comply with all technical specifications:

After completing the site visits with the Project Manager a safety plan to protect the persons and property will be established. Under the direction of the site foreman Phill King, SLI will commence treatment of the designated areas. Clean up and safety crews always maintain clear roadways, pathways, safety markings and flagging during the project.

Quality control is achieved by the site foreman throughout the project verifying adherence to the quality metrics such as removal designations. The work shall be done in a manner that does not damage vegetation not specified to be treated. Staging wood for piling, chipping and removal, and

spread, equipment maintenance, safety, and quality are assured. Communication with the Project Manager is a key indicator for success during forestry projects.

SPECIFICS of SCOPE OF WORK TO BE COMPLETED:

The work will be performed in the 30.1 acres of Broken Spoke located in Euer Valley where boundaries are identified with orange and blue flagging.

Details of approach to the scope of work are:

1. Within the marked tree stand, cutting of all trees and down trees marked with blue paint will most effectively and efficiently be treated by use of the Timbco 425 to masticate a majority of the timber-stand trees less than 6 inches in diameter. The next stage will be followed with a 10 man saw crew who will trim, limb and operate the 15 inch chipper to spread chip to a depth of up to 2 inches over the Timbco tracks and immediate project area. The output will have a maximum stump height up to 1" for stumps 6" and less in diameter and 3" in height for 6" diameter and larger with stump surfaces horizontal with the ground.
2. To raise the tree canopy above the ground, tree limbing will be employed by the saw crew cutting of all live and dead branches from trees that are not marked with blue paint.
For trees less than 20 feet in height limbs will be removed up to 1/3 the height of the tree. For trees 20 feet and greater in height, limbing will be to a height of 10 feet above the ground measured from the lowest point of the limb. All limbs shall be cut at the bole of the tree and shall not damage the tree. Live limbed material will be chipped and Dead limbs cut will be with treated with existing down dead material and piled for burning.
Crews will limb all trees within 25 feet of the equipment exclusion zone for meadows.
3. Crews will cut and remove to piles for burning, all live and dead brush biomass such as snowbrush, bitter cherry, chinkapin and greenleaf manzanita within the drip line plus 10 feet of trees not marked with blue paint. Down dead flammable material greater than ½ inch to 8 inches in diameter and 12 inches in length will also be piled for burning. Material piled for burning will be free of dirt and rocks.
3. Construction of piles for burning will be placed at least greater than 10 feet of the drip line of any live trees piles and will have a line cut to mineral soil 18 inches wide around each pile. Piles will not be constructed on or near stumps or adjacent to down logs, in meadows or stream courses. Hand piles will not be larger than 4 feet in height and 6 feet in diameter. Compact piles will be free of green material. All hand Material from line cutting shall not be put on the hand pile but scattered away from the hand pile. Piles will be covered with 2 mil thick plastic, firmly attached and covering a third to a half of the pile on the southwest side and covering the top of the pile.
All green and sound dead material for wood piling greater than 6 inches in diameter will be cut to 10 foot lengths and decked at designated landing locations. This may include down logs 12 inches in diameter and larger. Down logs marked with blue paint will be removed as wood and unmarked logs will be left in place.

The contractor (SLI) understands the vehicle limitations and permissions and will adhere to the guidelines for accomplishing wood removal and pulling the chipper. All equipment exclusion zones around meadow and wet areas flagged with chartreuse and yellow flagging will be avoided. All work will be completed in a manner that does not damage vegetation not specified to be treated. Native material will be restored to over exposed soil on routes used during the project and any wheel ruts will be removed.

A Forestry labor crew with extensive experience in all aspects of forestry treatments will systematically engage in the process of management of downed and dead brush, limbing, brush

cutting, chipping and piling for burning. The ASV equipped with grapples will be used to complete the staging of wood for removal. Through close supervision and adherence to all flagging, markings and exclusion zones the project will be completed as described in the detailed approach to all specifications in the RFP. The supervisor and crew are familiar with the specified standards; experience that promotes high quality and reliable outputs. Mechanical chipping and grappling for piling and stacking result in high productivity and on time completion of the project.

QUALIFICATIONS OF KEY PERSONNEL/ CONTRACTOR RESPONSIBILITY

Phill King, SLI Vice President of Field Operation, is a Licensed Timber Operator (# A10853), a highly skilled forestry equipment operator and in operations is certified in forestry safety.

As with all SLI projects such as those described in the "References and Projects" attachment he is the principal on site, managing and supervising the day to day operations. Michael Bengtson, SLI President (CA State Contractor Board License # 940537) and (QAL # 101133) is also trained in principles of fuels reduction and is a Defensible Space Adviser for the Nevada County Fire Safe Council. As such he plays an active role in community interface and works closely with property owners to coordinate all resources engaged in project management. All services shall be provided as the responsibility of the contractor.

CONTRACTOR CAPACITY

The contractor capacity chart below provides a succinct overview of firm capabilities.

<u>Equipment Inventory</u>	<u>Man Power</u>
<ul style="list-style-type: none"> • <u>Timbco 425 feller/buncher with masticator <psi 7.44></u> • <u>Terex ASV PT 110 equipped with Fecon masticating head <psi 4.3></u> • <u>ASV RT Forestry 120 equipped with Fecon masticating head <psi 4.3></u> • <u>ASV 4810 with grapples and bucket</u> • <u>2500 Gal. Water truck / Draft capable* *meets fire engine specifications</u> • <u>725 Gal Water tender/ Draft capable</u> • <u>3 14"-16" Capacity wood chippers</u> <p><u>saws, climbing, road & personal safety equip.</u></p>	<ul style="list-style-type: none"> • <u>Foreman, on site during all operations</u> • <u>10 – 20 man grounds men: chainsaw / hand crew (journey men level) Forestry & Fire Break experience.</u> • <u>Truck and tractor operators</u> • <u>Hazard tree climbers</u> • <u>Hazard tree fellers</u> • <u>Road Safety crew</u> • <u>Certified pesticide applicator</u>

* Additional equipment and manpower available as required to meet the required specific deliverables of the job.

INSURANCE AND CERTIFICATIONS

Proof of Liability and accidental fire Insurance and all required certifications and statements are attached or available at award of contract as specified.

Sierra Land Improvement, Inc. business office is located in Nevada County. Our immediate service area includes Nevada, Placer and El Dorado County.

Sierra Land Improvement is an Equal Opportunity Employer

DATE OF COMPLETION: Within the scope of the estimated project time line, upon award of an agreement SLI will commence work on August 19th to be completed by September 8, 2017, within the specified/estimated project time line.

SLI provides forestry labor and fuel reduction services throughout the year. Operations may be suspended during extremely windy, red flag and wet periods.

Sierra Land Improvement, Inc. has a well-developed ability to excel in providing quality customer service, sensitivity to community needs, communication and deliverable product. Pride in our reputation and work further assure timeliness and satisfaction in all settings where forestry stewardship is a priority.

Statement of intent to perform services pursuant to scope of work:

The proposed submission provided by Sierra Land Improvement, Inc. demonstrates the ability, willingness and intent to perform the services within the Tahoe Donner Association 2017 project Scope of Work. The intent is all inclusive of the applicable work as specified in the enclosed bid documents.

Signatory:



Michael Bengston, President

Date 8/14/2017

REFERENCES

Project Date	Contact Persons	Telephone Number	Project Description
12/04-2/06	Carl Ostrom 21293 Scotts Flat Rd Nevada City, CA 95959	530 265-2354	90 acre CFIP grant Mastication, slash removal, limbing, vegetation control
5/05- 5/07 2015	Alan James 121157 Jones Bar Rd Nevada City, CA 95959	530 273-4735	100AC sub-division Mastication, prepare lots for development 2015 property wild fire prevention work
2/08 2009-10	Mark Egbert El Dorado County Georgetown Divide RCD 100 Forni RD Suite A Placerville, CA 95667	530 295-5630	35.32 AC " Spanish Dry Diggins Fuel Load Reduction Project- Prop 40 *Logtown >222 AC Fuel Load Reduction
2014** 2015-2016	*Ken Hasse – EDCFSC		**Auburn Lake Trails
9/08 7/12	Leslie Pitt 11858 Mile Drive Nevada City, CA 95959	530 265-2055	<u>CFIP</u> Grant- 20 AC Tahoe National Forest Mastication- Timbco Feller Buncher, and hand crews rough terrain/extreme slopes
	Kevin Whitlock RFP for project	530 265-5670	
2011	Joann Drumond Executive Director Nevada County Fire Safe Council	530 272-2212	Alder Creek Fire Safe grant project- 68 AC Truckee,Tahoe Nat'l forest/residential interface
2013-2015	Forester's Co-Op Tom Amesbery Forester (RFP) Grass Valley CA	530 273-8326	Multiple private party projects 20-50 AC Nevada County forest/timber setting PCT/ slash/hand crew work & mastication
2012 2013 2015	Bill Houdyschell RFP Tahoe Donner Association 11509 Northwoods Blvd Truckee, CA 96162 bhoudyschell@tahoedonner.com	530 587-9432	Mastication/ handcrews for 86 AC Fuel break, trails Mastication/Thinning 54 AC
2015- 2016	Kathy Martinez Martinez Pole& Tree Maintenance 8359 Elk Grove Florin Rd Suite 103/333 Sacramento, CA 95829	530 933-9142	Multi phase FEMA/ PG&E Middletown wildfire disaster recovery from hazard removals to logging ops

License Number

A 10853

Date of Issuance

10/20/2016

License Valid Period

01/01/2017 - 12/31/2018

**SIERRA LAND IMPROVEMENT INC
17921 MUSTANG VALLEY PLACE
GRASS VALLEY, CA 95949**

STATE OF CALIFORNIA
THE RESOURCES AGENCY

STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE



This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code; the regulations of the State Board of Forestry in Article 3, Subchapter 4.1, Chapter 2, Division 2, Title 14 of the Administrative Code; and in response to the licensee's application in the prescribed manner.

This timber operator license does not purport to confer property rights in timber, land, or the products thereof.

CDF STOCK 75401300491

RM-61 (10/08)

(SEE REVERSE SIDE)

Verification Card
LICENSED SINCE 2009
California Contractors License Bond
SIERRA LAND IMPROVEMENT INC DBA
LICENSE NUMBER 940537 BOND NUMBER 80000000
BOND EXPIRATION DATE 12/31/2017
To verify the validity and status of the bond, please call (800) 432-2641. FAX (916) 634-2641.



State of California
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE



940537

CORP

**SIERRA LAND IMPROVEMENT INC
DBA S L I TREE SERVICES**

C61/D49

12/31/2017

www.cslb.ca.gov



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE

License #: **101133**

Categories: **B**

**MICHAEL K BENGSTON
17921 MUSTANG VALLEY PL
GRASS VALLEY CA 95949**

EXPIRES: 12/31/2018
Issued: **01/06/2017**



This License must be shown to any representative of the Director or Commissioner upon request.



TAHOE DONNER ASSOCIATION
11509 Northwoods Boulevard, Truckee, California 96161
2017 Forestry Labor Broken Spoke
BID FORM

SUBMITTED BY: Sierra Land Improvement, inc.
☒ Corporation ☐ Partnership ☐ Estate or Trust

PRINCIPAL OFFICE: 17921 Mustang Valley Pl Grass Valley CA 95949

Person to contact for additional information on this bid:

Name: Michael Bengston, President
Address: 17921 Mustang Valley Pl. Grass Valley CA 95949
Phone: 530 277-1884 cell Fax: 530 272-2390

Bidder declares and agrees that, if this bid is accepted, bidder is prepared to enter into an agreement to perform all work in accordance with the attached Scope of Work to be Completed and Technical Specifications. This will include all assumption, obligations, duties, and responsibilities necessary to the successful completion of the work. The furnishing of all materials and equipment required to complete the work; this includes tools, equipment, supplies, transportation, facilities, labor, taxes, superintendence, and services required to perform the work; and insurance and submittals.

Bidder shall include the submittal requirements, additional submittal items and other pertinent information with their bid. Bids that do not include the above information will not be considered.

If this bid is accepted, the bidder agrees to sign and deliver an acceptable agreement with the required insurance documentation to Tahoe Donner Association within five (5) days after receipt of notice of award from TDA.

Bids are needed for each of the following:

The above named has submitted a bid for the treatment of the project area Broken Spoke for a price/acre of \$ 3,200.00
For a total bid price of \$ 96,320.00

SIGNATURE OF BIDDER:

If an individual: _____, doing business as

If a Partnership: _____
By: _____, partner

If a Corporation: Sierra Land Improvement, inc.

(a privately held Corporation)
by: Michael Bengston

Title: President

Business Address of Bidder: 17921 MUSTANG Valley Place Grass Valley Ca 95949

Tax ID #: 55-0824199



Northwoods Tree & Land Service

555 s Auburn st Suite H #221

Colfax , Ca

530-206-6156

northwoodstreeandland@gmail.com

August 12, 2017

Mr. Bill Houdyschell

Forester

11509 Northwoods Blvd.

Truckee, Ca 96161

Dear Bill,

Northwoods Tree & Land is pleased to have the opportunity to submit a proposal for the forestry labor at Broken Spoke Parcel. We believe that our company provides the most comprehensive approach to the project work and offers several advantages to the members of The Tahoe Donner Association.

Ryan Guay our owner/operator will be the lead contact and person in charge on site. He will personally be overseeing all operations, and with his background and knowledge from previous years working at this site, we believe our company will be a perfect fit for the work proposed. Ryan has the experience, knowledge and a firm understanding of the practices and methods of your department. Ryan also has a thorough understanding of the landscape and how to conduct operations safely and efficiently. We believe that the members of the Association will appreciate the hand cleared, park like setting we will leave behind.

In our proposal we have outlined a four stage plan for the work beginning immediately upon approval from the Board and finishing on or before October 31st. For this work, we will be utilizing all new equipment. Northwoods Tree & Land Service is focused on quality workmanship, low environmental impact, safety, and attention to detail. Our references are included in the proposal and they will attest to our professionalism, quality and timeliness.

Our goal is to provide 100% customer satisfaction to The Tahoe Donner Association with a quality finished product its members will be proud of for years to come.

Sincerely,

Nick Liebert, co-owner

Northwoods Tree & Land Service



Proposal Forestry Labor Broken Spoke Parcel

Prepared for:

Tahoe Donner Association
Tahoe Donner Forestry Department
11509 Northwoods Blvd.
Truckee, CA 96161

Prepared by:

Northwoods Tree & Land Service
555 S. Auburn Street, Suite H #221
Colfax, CA 95713
530- 206-6156
northwoodstreeandland@gmail.com

Introduction:

Our Company's mission is to provide Tahoe Donner Association and its members with the highest quality of workmanship in our trade. We are capable of supporting this project from planning through execution and completion. One of our two owner/operators, Ryan Guay, has over 8 years experience in forestry management and is well respected for his skills set, workmanship and ability to lead. Nick Liebert, owner/operator, is responsible for the business end of the Company and also assists on-site. Both owners' goals are to fully meet our customers' expectations and timelines. Our focus is to demonstrate our superior performance to build trust between our customers and our team creating a great relationship for future opportunities. Northwoods Tree & Land Service was recently established in 2016 and is fully insured and licensed.

It is our intention to provide quality, honest, and timely service to Tahoe Donner at a fair price. In our proposal, we have outlined our plan, equipment, and manpower that will effectively complete the project to meet the expectations of the association. We look forward to working with Tahoe Donner Association to leave behind a beautiful piece of forest that the association's members can enjoy for years to come.

Project Plan:

Our plan for this project will be to separate the parcel into four stages. Removing all trees marked in blue paint and raising the canopy to 10 feet. Stacking logs in designated areas and raking and covering piles of dead branches.

- Stage 1- North side of the parcel access road
- Stage 2- East end of the parcel
- Stage 3- South side of parcel
- Stage 4- West end access point

This plan will minimize impact on the land late in season if it were to rain.

Project Detail:

Stage 1	<ul style="list-style-type: none">• Timber faller will be sent to area to remove all dangerous or damaged standing trees. This will create a safer working environment for crew members.• Cutter Team is next and they will limb and pile all green material to be chipped• Two-member pole saw team will limb all trees to ten feet from the ground creating the 10-foot canopy requested.• After all the thinning and limbing is complete our equipment will be pulled in and we will chip all green material, broadcasting chips no more than two inches deep on the forest floor.• The Tractor will tow the chipper on the access road and help with moving material while the mini excavator will be used for retrieving and piling logs at the landing.• The excavator and our winch will be key assets in the meadow area to reach in and grab or pull logs and brush out. Our objective is to not damage the sensitive landscape. The excavator will also pick up logs, setting them on the tractor forks to help with moving material, and to eliminate dragging and disturbing the forest floor.• Last step, we will have up to four laborers raking, piling, and covering dead material with plastic. Also raking over any tracks or disturbances that we created on the forest floor.
----------------	---

Stage 2,3, & 4	Repeat above steps <ul style="list-style-type: none">• Finished landscape will be raked and chipped for a park-like setting, while leaving all wet land and meadow areas as undisturbed as possible. Our goal is to perform this work with as little environmental impact as possible.
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Our Equipment:

- 2017 Bandit 12xp Chipper with winch. This chipper is brand new and is equipped with new sharp cutting knives to create the best chip quality possible.
- 2017 Kubota Mini Excavator with grapple
- Stihl Chainsaws: MS660, MS460, MS360 and MS260, 2 Pole saws, 2 climbing saws
- 2015 Kubota Tractor L3301 Equipped with forks and bucket
- 2014 Toyota Tundra 4X4
- 2008 Dodge Ram 2500 4X4

Labor:

- 6 full time cutters/chippers and operators
- 4 part time laborers for hand raking and pile building

Key Site Contacts:

- Ryan Guay, (Owner Operator) 530-206-6156. He will be on site overseeing all facets of the job.
- Nick Liebert (Owner Operator) 530-401-2619. He will be on site overseeing all facets of the job.

Timeline:

We can start immediately upon approval by the Tahoe Donner Association, and will provide all proof of insurance and tax forms before starting the project. Estimated completion date will be on or before October 31, 2017 weather permitting.

Advantages to contract with Northwoods Tree & Land Service:

- Ryan Guay's familiarity with the forestry practices of Tahoe Donner Forestry Department.
- Manual hand clearing to create as low of an impact on the environment as possible. This will include limited dragging and use of rubber tracts and tires on all equipment that will also lessen any environmental impact.
- Use of mini excavator will allow us to reach in and grab logs, etc. out of sensitive areas.
- Entire property will be hand cleared and limbed by our crew as well as chipped with new chipper creating a finished product we can be proud of.

We feel that this gives us an advantage over the competition in providing the best final product for the Tahoe Donner Association. We are confident that the members of the association will appreciate the hand cleared, park-like setting we will leave behind.

Our bid for the scope of this work is \$4,000 per acre.

For a total bid price of \$120,000

If you have any questions on our proposal, please contact us. Thank you for considering our company.

Northwoods Tree & Land Service

Ryan Guay & Nicholas Liebert
555 S. Auburn st. Suite H #221
Colfax, Ca 95713

References

Kevin Kuehne
Tahoe Donner Association
Golf Course Superintendent
11509 Northwoods Blvd.
Truckee, Ca 96161
530-587-9451
kkuehne@tahoedonner.com

Patrick Hall
Tahoe luxury Properties
Operation specialist
135 W. River Rd.
Tahoe City, Ca 96145
530-584-5787
pat@tluxp.com

Rob Chase
Nevada County
Master Gardener
11497 Arabian Ranch Rd.
Grass Valley, Ca
robchasegv19@gmail.com

Jan Geller
12459 Appaloosa Ct
Grass Valley, Ca
jrelleg@hotmail.com

TAHOE DONNER ASSOCIATION
11509 Northwoods Boulevard, Truckee, California 96161
2017 Forestry Labor Broken Spoke
BID FORM



SUBMITTED BY: Northwoods Tree & Land Service _____

☒ Corporation

☐ Partnership

☐ Estate or Trust

PRINCIPAL OFFICE: 555 s Auburn St suite H #221 Colfax Ca 95713 _____

Person to contact for additional information on this bid:

Name: Ryan Guay _____

Address: 12166 Richard Blvd Truckee Ca 96161 _____

Phone: 530 206 6156 _____ Fax: _____

Bidder declares and agrees that, if this bid is accepted, bidder is prepared to enter into an agreement to perform all work in accordance with the attached Scope of Work to be Completed and Technical Specifications. This will include all assumption, obligations, duties, and responsibilities necessary to the successful completion of the work. The furnishing of all materials and equipment required to complete the work; this includes tools, equipment, supplies, transportation, facilities, labor, taxes, superintendence, and services required to perform the work; and insurance and submittals.

Bidder shall include the submittal requirements, additional submittal items and other pertinent information with their bid. Bids that do not include the above information will not be considered.

If this bid is accepted, the bidder agrees to sign and deliver an acceptable agreement with the required insurance documentation to Tahoe Donner Association within five (5) days after receipt of notice of award from TDA.

Bids are needed for each of the following:

The above named has submitted a bid for the treatment of the project area Broken Spoke for a price/acre of \$ 4,000 _____

For a total bid price of \$ 120,000 _____

SIGNATURE OF BIDDER:

Ryan Guay mm

If a Corporation: Northwoods Tree & Land Service LLC _____

(a limited liability _____ Corporation)

by: Nicholas Liebert

Title: owner /operator

Business Address of Bidder: 555 S Auburn St Suite H #221 Colfax Ca (5713

Tax ID #

Fein# 814212709 _____



CERTIFICATE OF LIABILITY INSURANCE

NORTH-4

OP ID: AL

DATE (MM/DD/YYYY)

08/14/2017

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 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 Craig C. Hansen Insurance 2103 3rd Street Eureka, CA 95501 Craig C. Hansen	CONTACT NAME: Monica Rowland	
	PHONE (A/C, No, Ext): 707-445-9691 FAX (A/C, No): 707-445-9102	
	E-MAIL ADDRESS: monica@cchins.com	
INSURED Northwoods Tree & Land Svc LLC Attn: Nick Liebert 555 S. Auburn St. Ste H #221 Colfax, CA 95713	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hudson Insurance Company	25054
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LBFPD GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER	X		BUI-006660-0	01/30/2017	01/30/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 LBFPD \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRE AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA UAB <input type="checkbox"/> OCCUR EXCESS UAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Tahoe Donner Association included as Additional Insured.

CERTIFICATE HOLDER

CANCELLATION

TAHOEDO Tahoe Donner Association 11509 Northwoods Boulevard Truckee, CA 96161	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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License Number:

A 11421

Date of Issuance:

02/01/2017

License Valid Period:

02/01/2017 - 12/31/2018

NORTHWOODS TREE AND LAND SERVICE

5555 AUBURN STREET

SUITE # 221

COLFAX, CA 95713

STATE OF CALIFORNIA

THE RESOURCES AGENCY

STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE



This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code; the regulations of the State Board of Forestry in Article 3, Subchapter 4.1, Chapter 2, Division 2, Title 14 of the Administrative Code; and in response to the licensee's application in the prescribed manner.

This timber operator license does not purport to confer property rights in timber, land, or the products thereof.

CDF STOCK 75401300491

RM-61 (10/98)

(SEE REVERSE SIDE)

License Number:

A 11421

Date of Issuance:

02/01/2017

License Valid Period:

02/01/2017 - 12/31/2018

NORTHWOODS TREE AND LAND SERVICE

5555 AUBURN STREET

SUITE # 221

COLFAX, CA 95713

STATE OF CALIFORNIA

THE RESOURCES AGENCY

STATE BOARD OF FORESTRY

TIMBER OPERATOR LICENSE



This timber operator license is issued pursuant to the provisions of Article 6, Chapter 8, Division 4 of the Public Resources Code; the regulations of the State Board of Forestry in Article 3, Subchapter 4.1, Chapter 2, Division 2, Title 14 of the Administrative Code; and in response to the licensee's application in the prescribed manner.

This timber operator license does not purport to confer property rights in timber, land, or the products thereof.

CDF STOCK 75401300491

RM-61 (10/98)

(SEE REVERSE SIDE)



Agreement 2017 Forestry Labor Broken Spoke

This 2017 Forestry Labor Broken Spoke Agreement ("Agreement") is entered into this 2nd day of September, 2017 by and between Cody's Tree Service, Inc., hereinafter called the Contractor, and Tahoe Donner Association, a California corporation, hereinafter called the Owner, for forestry labor work on Owners' property located in the Tahoe Donner common area Broken Spoke herein called the Project, per certain plans and specifications prepared by Tahoe Donner Association Forestry Department outlined in Request for Proposal, 2017 Forestry Labor Broken Spoke dated August 1st, 2017 pages 1 through 8.

In performance of this work described, the Parties agree to the following:

Section 1 - Scope of Work. Contractor agrees to furnish specified, labor, supervision and equipment. as necessary to complete the Project as specifically defined in this scope of work in a workmanlike manner, in strict accordance with the RFP (as defined in Section 3 below) and any addendums agreed to in writing by the parties (the "Work"). The work shall include:

Unit #	Unit Acres
Broken Spoke	30.1
Total	30.1

Section 2 - Contract Price. The Owner agrees to pay the Contractor for the work an amount that in no event or circumstance shall exceed \$87,290.00 ("Contract Price"). The Contract Price includes all materials, taxes and fees which may now or hereafter be levied, onsite supervision, project management and administrative costs, and any allowance items, hazardous materials abatement costs or other items unless agreed upon in writing by the Parties under the Changes in Work procedures set forth in Section 5 below.

Unit #	Unit Acres	Price Per Acre	Total Cost
Broken Spoke	30.1	\$2,900.00	\$87,290.00
Total	30.1		\$87,290.00

Section 3 - Contract Documents. The Work and the conduct of the parties shall be governed by the terms and conditions set forth in this Agreement; the Request for Proposal, 2017 Forestry Labor Broken Spoke dated August 1st, 2017 pages 1 through 8, ("RFP") other documents listed in this Agreement any Changes in Work executed by the parties in accordance with Section 5 and any amendments to this Agreement agreed to in writing by the parties (collectively, "Contract Documents"). The Contract Documents represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, bids, proposals, representations or agreements, either written or oral. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities not party to this Agreement. The Agreement and Request for Proposal are intended to supplement each other. In case of conflict however, the Agreement shall control all other Contract Documents.



Section 4 - Payment Schedule. The Owner shall pay or cause to be paid to the Contractor per the following schedule: Only original invoices will be accepted and they may be submitted once the contract is completed. This includes removal of all firewood. Owner shall pay correct invoice within thirty (30) day of receipt of the invoice.

Section 5 - Changes in Work. The owner or the Contractor can request a change in Work at any time. Both sides must agree to changes in writing.

Section 6 – Allowance Items. Not Applicable

Section 7 - Boundaries and Grades. Owner shall be solely responsible for locating and establishing the property lines and unit boundaries and will provide flagging set by a licensed forester or his designee.

Section 8 - Permits & Testing. Not Applicable

Section 9 - Time. Work shall be completed by October 31st, 2017, subject to delays caused by any of the following: acts of God; acts of public enemy, riot, or civil commotion; stormy or inclement weather; strikes, boycotts, lockouts, picketing, or other obstructive action by employees or labor organizations; imposition of government controls or priorities on labor or materials, government regulations, acts of government bodies or their agents, including delays in obtaining inspections; inability to secure materials through regular recognized channels and other matters beyond the control of the Contractor and which Contractor cannot reasonably overcome. *Each day of delay will add to the estimated date of completion provided that in the event Contractor is claiming a delay, Contractor has taken all commercially reasonable action to mitigate any delays.*

This agreement shall terminate on December 31st, 2017.

Section 10 - Reserved

Section 11 - Compliance with Laws. Contractor shall comply with all City, State and Federal Health, Safety, and Environmental Laws, ordinances, codes, and regulations of all governmental authorities and agencies relating to the work or Contractor's workmen.

Section 12 - Filled Ground, Rock, Soft Soil, Over Excavation and Hazardous Materials. Not Applicable.

Section 13 – Insurance and Related Requirements. Before work may begin on this project, the Contractor shall provide to Owner a certificate of insurance indicating Contractor and complied with the provisions of in this section 13 and evidencing Owner has been added as an additional insured under Contractor policies set forth below. Failure to provide the information will not change the date for starting work, and contract time may begin before the contractor is actually permitted to work. Before the contractor can start operations they must provide Owner with:

- Comprehensive general liability insurance with a combined single limit of at least \$1,000,000 each occurrence for bodily injury and property damage, including personal injury



and fire, listing the Tahoe Donner Association as additional insured. Logger's third party preferable.

- Comprehensive automobile liability insurance covering all owned, hired or otherwise operated non-owned vehicles with a minimum combined single limit of \$1,000,000 each occurrence for bodily injury and property damage.
- Workers' Compensation Insurance as required by the provisions of California law.
- Provide TDA with a copy of the contractor's Injury Illness Prevention Program.
- Provide TDA with required IRS form W-9 for the completion of form 1099 and EDD form 542 annually

Section 14 - Indemnity. Contractor shall indemnify and hold Owner, its members, board, employees, volunteers, agents and visitors ("Indemnities") harmless against and from any and all claims arising from the Work. Contractor shall further indemnify and hold harmless Indemnities against and from any and all claims arising from any breach or default in the performance of any obligation on Contractor's part to be performed under the terms of this Agreement, or arising from any act, omission or negligence of Contractor, or any officer, agent, employee, subcontractor, laborer, guest, or invitee of Contractor. This indemnification shall include, without limitation, all costs, attorney's fees, expenses and liabilities incurred in relation to any such claim, action or proceeding brought on it. If an action or proceeding is brought against an Indemnities by reason of any such claim, Contractor, upon notice from Owner, shall defend such action or proceeding at Contractor's expense by employing counsel reasonably satisfactory to Owner. Contractor shall also indemnify, protect, hold harmless and defend Indemnities from and against any liens or claims arising out of any work ordered or performed, materials furnished or obligations incurred by Contractor with respect to the Work, together with all costs of suit and attorneys' fees and expenses incurred by Owner in connection with this indemnification. Additionally, Contractor shall not permit any lien to be recorded against and Contractor or Indemnity property for labor or materials furnished or claimed to have been furnished to Contractor or at his direction or sufferance.

This duty of the Contractor to indemnify and hold Owner harmless from liens or claim does not apply to lien and claims made by Contractor, its subcontractors, suppliers or material on or for labor, materials or equipment related to changed or extra work ordered by the Owner or his agents, independent contractor, architects, engineers, or consultants for which Owner has failed and/or refused to execute and deliver to Contractor an appropriate Changes in Work in accordance with this Agreement and to pay to Contractor the Changes in Work amount for such changed or extra work. If any such lien shall be filed against the Property, Contractor shall cause it to be released within 10 days after actual notice of such filing by payment or bond satisfying the requirements of Civil Code Section 3143. If Contractor fails to obtain the release of any such lien, Owner may, but shall not be required to, obtain the release of this lien, and the amount paid or deposited by Owner to do so, including reasonable attorneys' fees and all other expenses incurred by Owner, shall become immediately due and payable by Contractor to Owner.

Section 15 - Clean Up. During the course of work, the Contractor shall remove promptly his waste materials and maintain the work area at all times in a clean and orderly condition. Upon completion



of the Scope of Work under this Agreement, the Contractor shall remove from the job site all temporary structures and debris incident to its operation. If Contractor fails to clean-up within five (5) days after written notification by the Owner to do so, the Owner may proceed with that function as he adjudges necessary and in the manner he may deem expedient, and will deduct the cost thereof from moneys due under this Agreement.

Section 16 - Recourse By Owner. If Contractor should neglect to prosecute the work diligently and properly or fail to perform any provision of this contract, the Owner, after ten (10) days written notice to the Contractor, may without prejudice to any other remedy Owner may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor. After ten (10) days written notification to Contractor, Owner may, at Owner's option, terminate Contractor's right to proceed with the work under this Agreement. In such case, Owner shall have the right to take possession of the project for the purpose of completing the work under this Agreement.

Section 17 - Notice of Completion. Owner agrees to sign and Contractor agrees to file and record, within ten (10) days after completion and acceptance of the Work, a Notice of Completion, and the Contractor agrees upon receipt of final payment, to release the improvements and property from any of its claims that may have accrued against same by reason of said construction.

Section 18 - Confidentiality. It is understood that Owner may disclose confidential and proprietary information to Contractor in the course of completing the work herein. During the term of this Agreement and thereafter, Contractor agrees to take all steps reasonably necessary to hold in trust and confidence Contractor proprietary and confidential ("Confidential Information").

a. Confidential Information shall be considered confidential/proprietary when clearly marked as such or when it relates to Owners members, designs, plans, services, customer lists, processes and practices, pricing and costs, profit or margin information, finances, and marketing plans.

b. Contractor's obligations with respect to Confidential Information also extend to any third party's proprietary or confidential information disclosed to Contractor in the course of this Agreement.

c. Contractor will use the Confidential Information solely to perform the work hereunder. Contractor agrees not to disclose the Confidential Information to any person except its employees, or consultants to whom it is necessary to disclose the Confidential Information in order to complete the Work and who have agreed in writing to receive it under terms at least as restrictive as those specified in this Agreement. No copies shall be made except by authorization of Owner. Contractor further agrees to immediately give notice to the other of any unauthorized use or disclosure of the Confidential Information. Contractor will assist the Owner in remedying any unauthorized use or disclosure of the Confidential Information. This obligation will not apply to the extent that: i) the disclosed information at the time of disclosure is part of the public domain; ii) the disclosed information subsequently became part of the public domain, except by breach of the provisions of this or any other Agreement; iii) the disclosed information is received from a third party without similar restrictions and without breach of this or any other Agreement; or iv) the disclosed information is required to be disclosed by a government agency, or by a proper court of competent jurisdiction; provided, however, Contractor will use its best efforts to minimize the disclosure of such information



and will consult with and assist the other in obtaining a protective order prior to such disclosure upon request.

Section 19 - Attorney's Fees. If any Party to this Agreement brings an action, suit, arbitration or proceeding involving the rights or performance obligations hereunder, whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, suit, arbitration or appeal thereon, shall be entitled to recover its costs, including all reasonable attorney's fees. Such fees may be awarded in the same suit or recovered in a separate suit. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains a judgment, award or remains in the claim following the abandonment by the other Party of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

Section 20 – Dispute Settlement; Dispute Settlement. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court of California. Each party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred. This Agreement, and any dispute between the parties arising out of this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules.

Section 21 – Reserved

Section 22 - Notices. All notices, requests and other communications required to be given under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address shown below:

Owner:

Tahoe Donner Association
11509 Northwoods Blvd.
Truckee, CA 96161
Telephone: (530) 587-9432

Contractor:

Cody's Tree Service, Inc.
Frank Cody
PO Box 18341
South Lake Tahoe, CA 96151
Telephone: (530) 541-8733 Fax: (530) 303-1533



Section 23 - Guarantee. Not Applicable.

Section 24 - Understanding of Agreement. The Parties hereto acknowledge that they have fully read the contents of this Agreement and that they have had the opportunity to obtain the advice of counsel of their choice, and that they have full, complete and total comprehension of the provisions hereof and are in full agreement with each and every one of the terms, conditions and provisions of this Agreement. As such, the Parties agree to waive any and all rights to apply an interpretation of any and all terms, conditions or provisions hereof, including the rule of construction that such ambiguities are to be resolved against the drafter of this Agreement. For the purpose of this instrument, the Parties agree that ambiguities, if any, are to be resolved in the same manner as would have been the case had this instrument been jointly conceived and drafted.

Section 25 - Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. Owner and Contractor agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. The waiver by Owner of a breach of any provision of this Agreement by Contractor will not operate or be interpreted as a waiver of any other or subsequent breach by Contractor.

Section 26 - Successors and Assigns. Neither this Agreement nor any of the rights or obligations of either or both parties arising under this Agreement may be assigned or transferred without the other party's prior written consent. This Agreement will be for the benefit of both parties' successors and assigns, and will be binding on both parties' heirs and legal representatives.

Section 27 - Headings. Titles or headings to the sections of this Agreement are not part of the terms of this Agreement, but are inserted solely for convenience.

Section 28 - Entire Agreement. The Contract Documents constitute the entire agreement between Owner and Contractor relating to the subject matter hereof and supersedes all prior or simultaneous representations, discussions, negotiations and agreements, whether written or oral. Any modifications to this Agreement must be made in writing signed by Owner and Contractor.



In Witness Whereof, the parties hereto execute this Agreement for themselves on the day and year signed below:

Cody's Tree Service ("Contractor") Tahoe Donner Association ("Owner")

Frank Cody

Signature: _____

Title: _____

Date: _____

Robb Etnyre

General Manager, Tahoe Donner Association

Signature: _____

Date: _____