

TRUCKEE TAHOE AIRPORT DISTRICT



REQUEST FOR PROPOSALS

Waddle Ranch 2026 Fuel Reduction Project / Mechanical Thinning

10356 Truckee Airport Rd.
Truckee, CA 96161
(530) 587-4119 tel
(530) 587-2984 fax
www.TruckeeTahoeAirport.com

Key Information

Submit Written Questions By:

2 July, 2026

Proposals Due:

9 July, 2026



TRUCKEE TAHOE AIRPORT DISTRICT NOTICE INVITING PROPOSALS

Waddle Ranch 2026 Fuel Reduction Project

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the Truckee Tahoe Airport District ("District") in the office of District Clerk until 1:00 pm, Thursday, 9 July, 2026. Proposals received after this date will be returned to the proposers unopened. Faxed or electronically submitted proposals will not be accepted.

The District is requesting proposals to provide: Hazardous fuel reduction over 150-acres located on lands owned by the District and under Conservation Easement with the Truckee Donner Land Trust. The project is funded through California Climate Investment funds via grant 5TR23108

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed agreement including the identified scope of services. The District reserves the right to reject any or all proposals determined not to be in the best interest of the District.

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing at sections 1720 et seq. and 1770 et seq. If applicable, employees working in these categories at the site must be paid not less than the basic hourly rates of pay and fringe benefits established by the California Department of Industrial Relations. Copies of the State of California wage schedules are available for review at www.dir.ca.gov/dlsr/. In addition, a copy of the prevailing rate of per diem wages will be made available at the District Department of Finance upon request. It shall be mandatory upon the proposer to whom the contract is awarded, and upon any subcontractors, to comply with all Labor Code provisions, which include but are not limited to the payment of not less than the said specified prevailing wage rates to all workers employed by them in the execution of the contract, employment of apprentices, hours of labor and debarment of contractors and subcontractors. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations ("DIR"). No proposal will be accepted nor any contract entered into without proof of the proposer's and subcontractors' current registration with the DIR to perform public work. If awarded a contract, the proposer and its subcontractors, of any tier, shall maintain active registration with the DIR for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. The contract awarded pursuant to this RFP may also be subject to compliance monitoring and enforcement by the DIR.

For more information, please contact:

Vincent Wawrzynski, Director of Operations, vince.wawrzynski@truckeetahoeairport.com

**TRUCKEE TAHOE AIRPORT DISTRICT
REQUEST FOR PROPOSALS**

Waddle Ranch 2026 Fuel Reduction Project / Mechanical Thinning

BACKGROUND AND INTRODUCTION

The Truckee Tahoe Airport District (“District”) is requesting proposals from qualified firms¹ (“Proposers”) for Fuel Reduction Project / Mechanical Thinning Services (“Services”).

The Project is a 150-acre hazardous fuel reduction project located on lands owned by the Truckee-Tahoe Airport District and under Conservation Easement with the Truckee Donner Land Trust. The project is funded through California Climate Investment funds via grant 5TR23108.

I. DISTRICT CONTACT

The principal contact for the District for RFP details will be Jeff Dowling, Registered Professional Forester, 775 815-8974, jeffreydowling53@gmail.com or a designated representative, who will coordinate the assistance to be provided by the District to the Proposer.

II. REQUEST FOR PROPOSALS

A. Scope of Services

The Services sought under this Request for Proposals (“RFP”) are set forth in more detail in **Exhibit “A,”** attached hereto and incorporated herein by this reference. Notwithstanding the inclusion of such Services in **Exhibit “A”** the final scope of Services negotiated between District and the successful Proposer shall be set forth in the Agreement (“Agreement”) executed by and between District and the successful Proposer. A copy of the sample Agreement is attached hereto as **Exhibit “B”** and incorporated herein by this reference. Bidders should include the cost of a performance and payment bond in their bid.

B. Content and Format of Proposal

1. Cover Letter. Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer’s ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.

¹Use of the term “firm” throughout this document shall mean individual proprietorship, partnership, Limited Liability Company, corporation or joint venture.

- a. Proposer Statement Of Qualifications. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:
- b. Executive Summary. An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.
 - (i) Qualifications and Experience. The proposal should:
 - (a) Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.
 - (b) Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Project.
 - (c) State the number of years the firm has conducted business.
 - (d) Provide a description of the three most relevant contracts held within the last five years.
 - (ii) Evidence Of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services requested in the scope of work. Minimum qualification is Licensed Timer Operator with an "A" classification.
 - (iii) References. The Proposer shall provide a minimum of four (4) client references, preferably District, county, or special district governments for whom the Proposer has previously performed services of similar type and scope within the last 5 years.
 - (iv) Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.
- c. Proposed Method to Accomplish the Work. Describe the technical and management approach to providing the Services to District. Proposer should take into account the scope of the Project, goals of District, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional

necessary tasks and is invited to bring these to District's attention within the discussion of its proposed method to accomplish the Project.

- d. Estimated or available start and completion dates.
- e. List equipment to be utilized to complete the given treatment type.
- f. Certification of Proposal. This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to District in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."
- g. Sealed Fee Proposal. Please provide a lump sum, not-to-exceed fee proposal for all 150 acres of the Project. The fee proposal shall be broken down by task and further broken down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel.

2. Litigation: (limit: 1 pages) Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years.

3. Other Information: (limit: 1 pages) This section shall contain all other pertinent information regarding the following:

- a. Demonstration of record of staffing tasks efficiently and completing projects on time and within the allocated budget.
- b. Description of community involvement.
- c. Description of any previous involvement with the District.
- d. A statement that the Proposer has no conflicts of interest in connection with providing the Services.

4. Certification of Proposal: This section shall state:

"The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the District in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."

C. No Deviations from the RFP

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the sample Agreement and, in particular, the insurance and indemnification provisions therein.

D. Selection Process

1. The District will evaluate proposals based on the following criteria:
 - a. Licensing and Conflict of Interest – Proper licensure in California and absence of actual or potential conflicts of interest. 10%
 - b. Ability to meet timelines. 10%
 - c. Cover Letter and Proposal Completeness – Clarity, responsiveness, and overall organization of the proposal, including submission of all required items. 10%
 - d. Methodology and Technical Approach – Understanding of project scope; proposed approach to delivering services; proposed schedule and milestones. 20%
 - e. Proposer's competence, experience, qualifications, and performance. 20%
 - f. Fee Proposal (Price) – Reasonableness and competitiveness of proposed fee; clarity of breakdown by task and staff; not-to-exceed structure and hourly rates. 30%

2. It is the District's intent to select a Proposer to perform the Services based on the above criteria. The District reserves the right to reject all proposals, select by proposal review only or interview as needed. Certain Proposers may be selected to make a brief presentation and oral interview after which a final selection will be made. The successful Proposer will be selected on the basis of information provided in the RFP, in-person presentations, and the results of the District's research and investigation. Upon selection of a Proposer, the District will endeavor to negotiate a mutually agreeable Agreement with the selected Proposer. In the event that the District is unable to reach agreement, the District will proceed, at its sole discretion, to negotiate with the next Proposer selected by the District. The District reserves the right to contract for services in the manner that most benefits the District including awarding more than one contract if desired.

3. After negotiating a proposed Agreement that is fair and reasonable, District staff will make the final recommendation to the District Board of Directors concerning the proposed Agreement. The District Board of Directors has the final authority to approve or reject the Agreement.

E. Protests

1. Protest Procedures: Submitted proposals will be made available for review in accordance with the California Public Records Act and after a submission of a Public Records Act Request to the District Clerk's Office.

Proposers may file a protest with the District Clerk. In order for a Proposer's protest to be considered valid, the protest must:

- a. Be filed in writing not later than 5:00 p.m. (local time) on the fifth business day after the District issues a Notice of Intent to Award for the subject project, based on one of the following criteria:
 - (i) The Proposer's disagreement with the determination or recommendation by the District regarding the Proposer's proposal;
 - (ii) Non-compliance with RFP;
 - (iii) Non-compliance with District policy; or
 - (iv) Non-compliance with state or federal law.
- b. Clearly identify the specific irregularity or basis for the protest;
- c. Specify, in detail, the factual and legal grounds for the protest;
- d. Include all relevant supporting documentation with the protest at time of filing.

2. **District Review:** The District will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. The District shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by the District relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this Section are mandatory and are the Proposer's sole and exclusive remedy in the event of protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

All protests filed with the District Clerk shall be delivered to the following address:

District Clerk
Tahoe Truckee Airport District
10356 Airport Rd, Truckee CA 96161

F. Proposal Schedule

The tentative schedule is as follows:

ACTION	DATE
Release of Request for Proposal	12 June, 2026
Last Day to Submit Questions for Clarification received by the District on or before 5:00 pm	02 July, 2026

ACTION	DATE
Clarifications Issued by District on or before 5:00 pm	July 6, 2026
Deadline for Receipt of Proposals submitted on or before 1:00 pm	July 9, 2026
Notification of Intent to Award	July 15, 2026
Authorization to Negotiate Contract (Board Approval)	July 22, 2026

The above scheduled dates are tentative and District retains the sole discretion to adjust the above schedule. Nothing set forth herein shall be deemed to bind District to award a contract for the Services and District retains the sole discretion to cancel or modify any part of or all of this RFP at any time.

G. Submittal Requirements

1. General: It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the District to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The District reserves the right to request additional information which, in the District's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization and financial resources are adequate to perform according to the Agreement.

2. Preparation: Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

3. Site Examination: Proposers may visit District and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the Services; make such investigations, as it may deem necessary for performance of the work at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

4. Prevailing Wage and Contractor Registration:

Proposer is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed

as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Proposer agrees to fully comply with such Prevailing Wage Laws. District shall provide Proposer with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Proposer shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Proposer's principal place of business and at the project site. It is the intent of the Parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Proposer shall therefore comply with such Labor Code sections to the fullest extent required by law. Proposer shall defend, indemnify and hold the District, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Proposer and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Proposer shall maintain registration for the duration of the Project and require the same of any subconsultants. This Project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Proposer's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Proposer or any subconsultant that affect Proposer's performance of services, including any delay, shall be Proposer's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Proposer caused delay and shall not be compensable by the District. Proposer shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Proposer or any subconsultant.

Labor Certification. By its signature hereunder, Proposer certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

5. Confidentiality of Proposal: Proposals submitted in response to this RFP shall be held confidential by District and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 7920.000 *et seq.*) until after either District and the successful Proposer have completed negotiations and entered into an Agreement or District has rejected all proposals. All correspondence with the District including responses to this RFP will become the exclusive property of the District and will become public records under the California Public Records Act. The District will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section

of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information") the District will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give District written notice of Proposer's objection to the District's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the District, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

6. Submittal Instructions.

The proposal must be received no later than 1:00pm local time, on or before 9 July, 2026 at the office of the: District Clerk

District Clerk
Tahoe Truckee Airport District
10356 Airport Rd, Truckee CA 96161

The envelope should clearly indicate "Proposal for (Project Name)" and Proposer's name and address shall appear in the upper left hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Proposer, e.g. Envelope 1 of 3, as required.

The District will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by the District.

H. Miscellaneous

1. Amendments to RFP: The District reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

2. Non-Responsive Proposals: A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

3. Amendments to Proposals: Unless specifically requested by the District, no amendment, addendum or modification will be accepted after a proposal has been submitted to District. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted to District prior to the deadline stated herein for receiving proposals.

4. Costs for Preparing: The District will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the District. The District will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

5. Cancellation of RFP: District reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

6. Price Validity: Prices provided by Proposers in response to this RFP are valid for 180 days from the proposal due date. The District intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete and the contract is awarded.

7. No Commitment to Award: Issuance of this RFP and receipt of proposals does not commit the District to award a contract. District expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

8. Requests for Clarification: All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing and directed to the District Contact, identified above. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on the District's website. Oral statements by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 2:00 p.m. local time on the date identified in the Key Information.

9. Right to Negotiate and/or Reject Proposals: District reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of District, such action shall serve its best interests and those of the tax-paying public. The Proposers are encouraged to submit their best prices in their proposals, and District intends to negotiate only with the Proposer(s) whose proposal most closely meets District's requirements at the lowest estimated cost. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets District's requirements.

10. Non-Discrimination: The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

Publication Date of RFP: June 12, 2026

EXHIBIT "A"

PROPOSED SCOPE OF SERVICES

Project Goal:

The goal of the Waddle Ranch 2026 Fuel Reduction Project (Project) is to reduce the risk of catastrophic wildfire within the wildland urban interface. This goal will be achieved by reducing the horizontal and vertical continuity of forest fuels and will allow for effective fire suppression activities, as well as offer increased protection to life, property and the natural environment. Positive impacts to forest health can also be expected as inter-tree competition will be reduced, supporting increased vigor and growth rates upon residual conifers, thereby reducing damage from agents such as insect and disease.

Project Description:

The Project is a 150-acre hazardous fuel reduction project located on lands owned by the Truckee-Tahoe Airport District and under Conservation Easement with the Truckee Donner Land Trust. The project is funded through California Climate Investment funds via grant 5TR23108.

The project is permitted under approved a CAL VTP which was created in 2023.

The majority of the project area has previously been thinned in the last 20 years. The preharvest stand consists of predominantly intermediate, codominant, and dominant conifers over a light surface fuels including native brush species. Mechanical and hand thinning will be utilized to further reduce stand density and increase crown separation. Due to the amount of understory and surface fuels in the preharvest stand, broadcast chipping, mechanical mastication and hand /mechanical piling of slash and targeted surface fuels are the desired slash abatement methods.

Project Unit Summary:

Sawlog removal is not required for this bid.

Unit#	Treatment Type	Acres	Volume(MBF)
All	Mechanical Thinning	150	.9 MBF/acre*

u Mechanical Thinning Vegetative Treatment Specifications

The Waddle Ranch 2026 Project will be under the jurisdiction of a CAL FIRE VTP wherein no tree exceeding 12" DBH outside bark may be cut. The cutting and removal of all merchantable saw log trees and slash treatment, as described below, is required to meet the vegetation treatment requirements of this project.

Flagging colors:

Red = Property Line, do not cross.

Pink = Unit Boundary

Blue/White candy stripe = Class III Equipment

Limitation Zone Red and Blue = Archaeology

Resource Protection EQUIPMENT EXCLUSION ZONE.

Harvest Tree Sample Mark color: Blue stripe at DBH and blue stump shot.

A Tree Removal/Retention Specifications

Leave trees will consist of healthy, vigorous dominant and co dominant trees with full crowns, insect and disease free, and the best phenotypes available.

1. Cut Tree Designation: The treatment area has been sample marked under the direction of the RPF. The mark is a harvest-tree mark with blue paint, meaning a horizontal band visible at DBH from two sides of a tree, and a blue stump designation which is visible after felling operations.
2. Tree to be harvested in unmarked areas shall be harvested according to the following designation prescription:
 - A) Tree removal shall target suppressed, intermediate, and understory trees in order to increase crown to base height and the Quadratic Mean Diameter of the stand.
 - B) Only trees less than 12.1 at DBH, measured 4.5 feet above ground level, may be removed for this project.
 - C) The following canopy, retention, and spacing standards shall be achieved on at least eighty (80) percent of the Harvest Area:
 - (1) Minimum 40% post treatment canopy closure shall be retained as per 14 CCR 1052.4 (d)(3)(A) for the eastside pine stand type.
 - (2) Post treatment stand shall contain no more than two-hundred (200) trees per acre over three (3) inches in DBH.
 - (3) Vertical spacing shall be achieved by treating dead fuels, excluding dead branches on the trees retained for stocking, to a minimum clearance distance of eight (8) feet measured from the base of the live crown of the post-harvest dominants and codominants to the top of the dead surface or ladder fuels, whichever is taller.
 - D) Slash and woody debris shall be treated to achieve a maximum post-harvest depth of six (6) inches above the ground as averaged across the project area.
 - E) To provide for wildlife habitat, conifer snags 16" DBH and greater and over 20 feet tall shall be retained at a minimum rate of 2 per acre where they exist in the preharvest stand, provided they do not pose a safety risk during and following timber operations. Native shrubs, brush, large down woody debris, and similar ground cover may be retained in a "mosaic" arrangement provided such arrangement does not provide for the vertical or horizontal continuity of fuels within the residual stand. Surface fuels shall not be retained within the dripline of overstory conifers.
 - F) The level of residual Stocking shall be consistent with maximum sustained production of high-quality timber products. The residual stand shall consist primarily of healthy and vigorous dominants and codominants from the preharvest stand. Trees retained to meet the Basal Area stocking standards shall be selected from the largest trees available on the project area prior to harvest. In no case shall

stocking be reduced below the standards found within 14 CCR S 913.3 [933.3, 953.3] (a): 14 CCR 933.3(a)(1)(A)(Northern) states: On Site III mixed conifer lands, at least 75 sq. ft. per acre of basal area shall be left, and on Site III lands where greater than 50% of the basal area is pine, at least 75 sq. ft. per acre of basal area shall be left.

3. Tree Spacing Guidelines:

- a. Area dominated by trees < 12" DBH: 18-20 feet between edge of tree bole.
- b. Species preference: Sugar Pine, Incense Cedar, Jeffrey/Ponderosa Pine, White fir.

B. Treatment of Designated Trees

1. The CONTRACTOR shall make every effort to conduct the felling operations to prevent careless or unnecessary damage of unmarked trees, young growth and leave trees. All designated trees shall be felled and removed to the landing for processing.
2. All damaged trees over 5 inches DBH will be ignored relative to spacing requirements. Trees less than five (5) inches in diameter and damaged during operations shall be cut and disposed of as slash. Trees, in the judgment of the RPF, that have been accidentally cut or damaged as a result of the Contractor's operations, may be designated for cutting by the RPF, and if so designated shall be treated for cutting under the terms herein.
3. Complete treatment of designated trees and slash will be accomplished by removal, chipping, mastication, or a combination of these methods. See requirements for treatment of slash and other vegetative debris as specified within this Scope of Work.
4. Stumps shall be cut as low as possible during initial felling and in no case shall be over 8 inches on the uphill side except where more height is needed to insure safe working conditions and approved by the RPF.

C Treatment of Slash, Ladder Fuels, Brush & Other Vegetative Debris

Surface and ladder fuels within the project area, including logging slash and debris, brush, and deadwood, that could promote the spread of wildfire, will be treated to achieve standards for vertical and horizontal spacing between fuels, maximum depth of dead ground fuels, and treatment of dead fuels as follows:

1. Ladder and surface fuels shall be spaced to achieve a vertical clearance distance of eight feet or three times the height of the post-harvest fuels, whichever is greater, as measured from the base of the live crown of the post harvest dominant or codominant trees to the top of the ladder or surface fuels, whichever is taller.
2. Ladder and surface fuels shall be spaced to achieve a horizontal clearance distance of 2 — 6 times the height of the post harvest fuels as measured from the outside branch edges of the fuels. On slopes 0-20%, the horizontal clearance

distance shall be a minimum of two times the height of the post harvest fuels; on 20-40% slopes the distance shall be four times the height of the post harvest fuels.

3 Surface fuel depth including but not limited to logging slash, debris, brush, deadwood, and broadcast chips, shall be no greater than 6 inches in depth averaged over the project area as measured from bare mineral soil.

4 Contractor shall yard sound dead and down logs to the landing for processing to minimize the amount of residual masticated material.

5 No cut material shall lean against or be suspended by a leave tree.

6 All cut vegetation shall be kept within project boundaries.

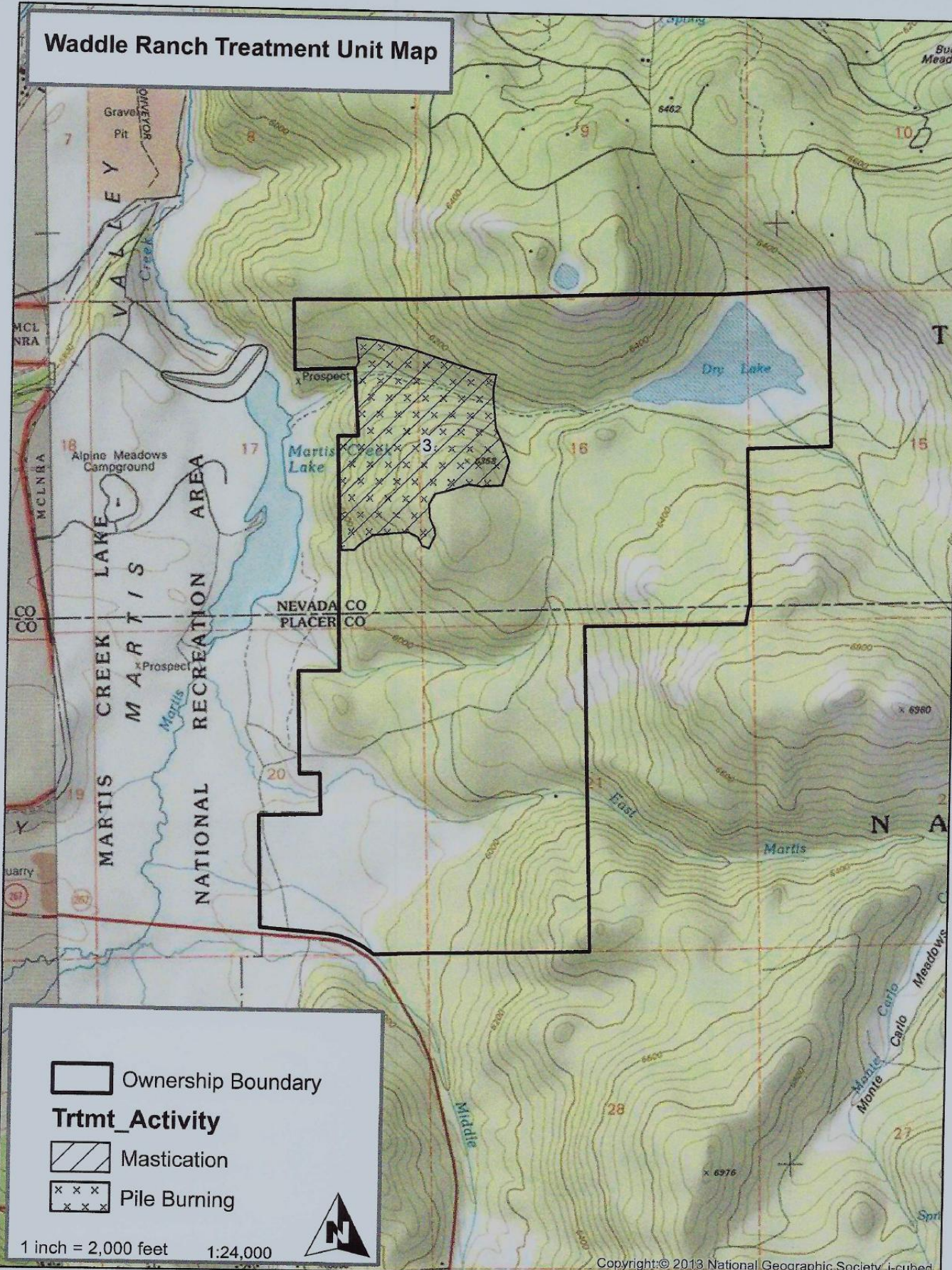
7 All slash created by the cutting of trees within the Project Area will be completely treated through mastication, chipping or pile and burn. Piles shall be constructed to burn without affecting over-story trees and be a minimum of 10 feet diameter and 10 feet high.

8 Isolated logs that exhibit progressed decay characterized by lack of bark and twigs, faded wood color and soft wood texture, or logs that are incorporated into mineral soil may be left unaltered by the Contractor, provided they are isolated and do not contribute to a concentration of surface fuels. No aerial fuels are allowed on downed logs.

9 Live, healthy willows, cottonwoods, and other riparian species shall generally be retained, unless damaged during the course of operations, where they shall be treated to the specifications herein.

D. Treatment plans must protect, preserve, and if needed restore trail systems established by Truckee Donner Land Trust.

Waddle Ranch Treatment Unit Map



 Ownership Boundary

Trtmt_Activity

 Mastication

 Pile Burning

1 inch = 2,000 feet

1:24,000



EXHIBIT "B"

TRUCKEE TAHOE AIRPORT DISTRICT MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this [***INSERT DAY***] day of [***INSERT MONTH***], [***INSERT YEAR***] by and between the Truckee Tahoe Airport District, a public agency organized under the laws of the State of California with its principal place of business at 10356 Truckee Airport Road, Truckee, CA 96161 ("District") and [***INSERT NAME***], a [***[INSERT TYPE OF ENTITY - CORPORATION, PARTNERSHIP, SOLE PROPRIETORSHIP OR OTHER LEGAL ENTITY]***] with its principal place of business at [***INSERT ADDRESS***] ("Contractor"). District and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the District on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing [***INSERT TYPE OF SERVICES***] services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of District. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of District. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

District desires to engage Contractor to render such services for the [***INSERT NAME OF PROJECT***] project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the District all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional [***INSERT TYPE OF SERVICES***] maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from [***INSERT START DATE***] to [***INSERT ENDING DATE***], unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. District retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of District and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, District shall respond to Contractor's submittals in a timely manner. Upon request of District, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of District.

3.2.4 District's Representative. The District hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("District's Representative"). District's Representative shall have the power to act on behalf of the District for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the District's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates [***INSERT NAME OR TITLE***], or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with District staff in the performance of Services and shall be available to District's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including any required business license, and that such licenses and approvals shall be maintained throughout the

term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the District, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the District to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the District, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance

3.2.8.1 Performance Time. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the District will suffer damage.

3.2.8.2 Force Majeure. Neither District nor Contractor shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; pandemics or epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement. Contractor's exclusive remedy in the event of delay covered under this section shall be a non-compensable extension of the Performance Time.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Agreement, Contractor shall continue to perform the Work while said dispute is decided by the District. If Contractor disputes the District's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the District, Contractor shall be solely responsible for all costs arising therefrom. District is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be

complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold District, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the District or its representatives for inspection and copy at any time during normal business hours. The District shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the District to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing Services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall also be specifically aware of all CARB requirements associated with the In-Use Off-Road Diesel-Fueled Fleet requirements. Contractor shall comply with all CARB requirements applicable to the Project and make any associated documentation available for copying and inspection for the term of the Project and for three years thereafter upon two days written request from District. Contractor shall indemnify District against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the District's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the state.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or District to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the District, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them

without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by District, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, District will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 *Time for Compliance.* Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the District that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the District that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries or death to persons or damages to property which may arise from or in connection with the performance of the Work hereunder and the results of that Work by the Contractor, his agents, representatives, employees or subcontractors. Coverage shall be at least as broad as the following:

(A) Commercial General Liability (CGL). Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 00 01) including products and completed operations, property damage, bodily injury, personal and advertising injury with limit of at least two million dollars (\$2,000,000) per occurrence or the full per occurrence limits of the policies available, whichever is greater. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (coverage as broad as the ISO CG 25 03, or ISO CG 25 04 endorsement provided to District) or the general aggregate limit shall be twice the required occurrence limit.

(B) Automobile Liability. Insurance Services Office (ISO) Business Auto Coverage (Form CA 00 01), covering Symbol 1 (any auto) or if Contractor has no owned autos, Symbol 8 (hired) and 9 (non-owned) with limit of one million dollars (\$1,000,000) for bodily injury and property damage each accident.

(C) Workers' Compensation Insurance. As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. Waiver of Subrogation: The insurer(s) named above agree to waive all rights of subrogation against the District, its elected or appointed officers, officials, agents, authorized volunteers and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the District; but this provision applies regardless of whether or not the District has received a waiver of subrogation from the insurer.

3.2.11.3 Coverage. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the District requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the District.

3.2.11.4 Other Required Provisions. The Contractor's general liability and auto policies must contain, or be endorsed to contain, the following provisions:

(A) Additional Insured Status. The District, its directors, officers, employees, and authorized volunteers are to be given insured status (at least as broad as ISO Form CG 20 10 10 01), with respect to liability arising out of work or operations performed by or on

behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

(B) Primary Coverage. For any claims related to this Project, the Contractor's insurance shall be primary at least as broad as ISO CG 20 01 04 13 as respects to the District, its directors, officers, employees and authorized volunteers. Any insurance or self-insurance maintained by the District, its directors, officers, employees and authorized volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

3.2.11.5 Notice of Cancellation. Each insurance policy required above shall provide, or be endorsed to provide, that coverage shall not be canceled, except with notice to the District.

3.2.11.6 Self-Insured Retentions. Self-insured retentions must be declared to and approved by the District. The District may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or District.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers having a current A.M. Best rating of no less than A: VII or as otherwise approved by the District.

3.2.11.8 Verification of Coverage. Contractor shall furnish the District with certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The District reserves the right to require complete, certified copies of all required insurance policies, including policy Declaration pages and Endorsement pages.

3.2.11.9 Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that District its directors, officers, employees, and authorized volunteers are an additional insured on Commercial General Liability Coverage.

3.2.11.10 Safety. In the performance of this contract the Contractor shall comply with all applicable federal, state and local statutory and regulatory requirements including, but not limited to California Department of Industrial Relations (Cal/OSHA) regulations; and the U.S. Department of Transportation Omnibus Transportation Employee Testing Act, related to their scope of work and operations. In case of conflict in regulations, the most stringent shall apply.

3.2.13 Bonds.

[***NOTE (READ AND DELETE THIS BLOCK BEFORE USING MODEL): SOME MAINTENANCE PROJECTS OF MORE THAN \$25,000 WILL REQUIRE PAYMENT BONDS BY LAW. SEE GENERALLY CIVIL CODE SECTION 9550 OR SPEAK TO THE AUTHORITY LEGAL COUNSEL***]

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by District in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until it has been received and approved by the District.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by District in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to District concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the District. If such bond is required, no payment will be made to Contractor until it has been received and approved by the District.

3.2.13.3 Bond Provisions. Should, in District's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from District. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the District, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the District. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the District, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the District. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the District may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the District. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the District.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of District during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed [***INSERT WRITTEN DOLLAR AMOUNT***] (\$[***INSERT NUMERICAL DOLLAR AMOUNT***]) without written approval of District's [***INSERT TITLE***]. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to District a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate,

through the date of the statement. District shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by District.

3.3.4 Extra Work. At any time during the term of this Agreement, District may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by District to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from District's Representative.

3.3.5 California Labor Code Requirements

a. Contractor is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects ("Prevailing Wage Laws"). If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

b. If the Services are being performed as part of an applicable "public works" or "maintenance" project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the District. Contractor shall defend, indemnify and hold the District, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. District may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to District, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, District may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, District may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

[***INSERT NAME, ADDRESS & CONTACT PERSON***]

District:

Truckee Tahoe Airport District
10356 Truckee Airport Road
Truckee, CA 96161

Attn: [***INSERT NAME & DEPARTMENT***]

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the District, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's Services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with Counsel of District's choosing and at Contractor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section 3.5.2.1 that may be brought or instituted against District or its officials, officers, employees, volunteers and agents. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District or its officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse District for the cost of any settlement paid

by District or its officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for District's attorneys' fees and costs, including expert witness fees. Contractor shall reimburse District and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the District, its officials officers, employees, agents, or volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in either Nevada County or Placer County, California. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the District. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the District.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 District's Right to Employ Other Contractors. District reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the Parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the District. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to District include its officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the District's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, District shall have the right to rescind this Agreement without liability. For the term of this Agreement, no official, officer or employee of District, during the term of his or her service with District, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Attorneys' Fees and Costs. If any action in law or equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be entitled to recover from the losing party attorney's fees and costs in an amount determined to be reasonable by a court of competent jurisdiction.

3.5.16 District to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.17 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.18 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.19 Federal Provisions. [***INCLUDE THIS SECTION ONLY IF APPLICABLE; DELETE OTHERWISE AND DELETE ASSOCIATED EXHIBIT. IF APPLICABLE, YOU MAY ALSO NEED TO INCLUDE SOME INFORMATION IN THE RFP. CONSULT LEGAL COUNSEL IF NECESSARY***]When funding for the Services is provided, in whole or in part, by an agency of the federal government, Contractor shall also fully and adequately comply with the provisions included in Exhibit "D" (Federal Requirements) attached hereto and incorporated herein by reference ("Federal Requirements"). With respect to any conflict between such Federal Requirements and the terms of this Agreement and/or the provisions of state law, the more stringent requirement shall control.

**[SIGNATURES ON NEXT PAGE]
SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT
BETWEEN THE TRUCKEE TAHOE AIRPORT DISTRICT
AND **[***INSERT CONTRACTOR NAME***]****

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of
the **[***INSERT DAY***]** day of **[***INSERT MONTH***]**, **[***INSERT YEAR***]**.

TRUCKEE TAHOE AIRPORT DISTRICT

[INSERT NAME OF CONTRACTOR]

By:

[INSERT NAME]
[INSERT TITLE]

By:

Its:

Printed Name:

ATTEST:

By:

[INSERT TITLE]