



NOTICE OF ENGINEERING/ENVIRONMENTAL COMMITTEE MEETING MAY 21, 2024

NOTICE IS HEREBY GIVEN that the San Lorenzo Valley Water District has called a regular meeting of the Engineering/Environmental Committee to be held on **Tuesday, May 21, 2024, 2:00 p.m.**, SLVWD Conference Room, 12788 Highway 9, Boulder Creek, and via video/teleconference.

Any person in need of any reasonable modification or accommodation in order to participate in the meeting may contact the District Secretary's Office at (831) 430-4636 a minimum of 72 hours prior to the scheduled meeting.

This meeting is being conducted as an in-person meeting under the Brown Act, Government Code section 54953, and a quorum of the Committee must participate from the location(s) within the District that are identified above. Members of the public may attend the meeting at the identified location(s). Teleconferencing/videoconferencing access as set forth below is being provided as a convenience only and is not guaranteed. The meeting may continue in person even if teleconferencing/videoconferencing capability is disrupted or unavailable.

The meeting access information is as follows:

<https://us02web.zoom.us/j/87118139229?pwd=Z3Z3c3ppdGhiVGZtOFV1MisvTjM2Zz09>

Passcode: 054035

Or One tap mobile :

+16699006833,,87118139229#,,,,*054035# US (San Jose)

+16694449171,,87118139229#,,,,*054035# US

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 669 900 6833 US (San Jose)

+1 669 444 9171 US

AGENDA

1. Convene Meeting/Roll Call

2. Oral Communications

This portion of the agenda is reserved for Oral Communications by the public for items which are not on the Agenda. Please understand that California law (The Brown Act) limits what the Board can do regarding issues raised during Oral Communication. No action or discussion may occur on issues outside of those already listed on today's agenda. Any person may address the Committee at this time, on any subject that lies within the jurisdiction of the District. Normally, presentations must not exceed three (3) minutes in length, and individuals may only speak once during Oral Communications. Any Director may request that the matter be placed on a future agenda or staff may be directed to provide a brief response.

3. New Business:

Members of the public will be given the opportunity to address each scheduled item prior to Committee action. The Chairperson of the Committee may establish a time limit for members of the public to address the Committee on agenda items.

a. 5-MILE PIPELINE HAZARD TREE INVENTORY CONTRACT

Discussion by the committee regarding the agreement with Powers Forestry for the 5-Mile Pipeline Hazard Tree work.

4. Unfinished Business: None

Members of the public will be given the opportunity to address each scheduled item prior to Committee action. The Chairperson of the Committee may establish a time limit for members of the public to address the Committee on agenda items.

5. Informational Material

Here is a link to previous Engineering/Environmental Committee meeting minutes: [All Engineering/Environmental Committee Meeting Minutes | San Lorenzo Valley Water District \(slvwd.com\)](https://www.slvwd.com/All-Engineering-Environmental-Committee-Meeting-Minutes-San-Lorenzo-Valley-Water-District)

6. Adjournment

Agenda documents, including materials related to an item on this agenda submitted to the Committee after distribution of the agenda packet, are available for public inspection and may be reviewed at the office of the District Secretary, 13060 Highway 9, Boulder Creek, CA 95006 during normal business hours. Such documents may also be available on the District website at www.slvwd.com subject to staff's ability to post the documents before the meeting.

Certification of Posting

I hereby certify that on May 15, 2024, I posted a copy of the foregoing agenda in the outside display case at the District Office, 13060 Highway 9, Boulder Creek, California, said time being at least 72 hours in advance of the regular meeting of the E & E Committee of the San Lorenzo Valley Water District in compliance with California Government Code Section 54956.

Executed at Boulder Creek, California, on May 15, 2024.

Jen Torres, District Secretary

MEMO

DATE: May 21, 2024
TO: Engineering and Environmental Committee, SLVWD
FROM: Brian Frus, Interim General Manager
SUBJECT: 5-Mile Pipeline Hazard Tree Inventory Contract

WRITTEN BY: Chris Klier, Environmental Planner I
PRESENTED BY: Carly Blanchard, Environmental Programs Manager

STAFF RECOMMENDATION

The Engineering and Environmental Committee recommends to the Board of Directors to enter into an agreement with Powers Forestry for the 5-Mile Pipeline Hazard Tree Inventory work.

RECOMMENDED MOTION

The Engineering and Environmental Committee recommends the Board to enter into an agreement with Powers Forestry to conduct the 5-Mile Pipeline Hazard Tree Inventory for an amount not to exceed \$78,815.

BACKGROUND

The District's 5-Mile Pipeline (Pipeline), which runs approximately 5.6 miles between Sweetwater Creek and the Lyon Water Treatment Plant (see map in Exhibit A), was damaged during the CZU fire in 2020 and must be reconstructed to restore critical surface water supply to the SLVWD system. Before moving ahead with pipeline design and reconstruction, the District will need a Registered Professional Forester (RPF) to survey, and mark

trees that are a hazard risk. The RPF will identify hazard trees (dead and/or substantially damaged) within the pipeline right of way, or may otherwise pose a threat to worker safety and/or cause pipeline damage. Due to the hazardous nature of these trees, no other work can be completed until these trees are mitigated. There are estimated to be 200 to 250 Trees Per Acre (TPA) with 10 to 15% of trees deemed to be damaged or dead, resulting in an estimate of over 2,000 hazardous trees along the pipeline alignment.

The scope of work for the inventory consists of field evaluation, data collection, and marking all hazard trees within 80 feet of the pipeline. Data collected for each hazard tree will include species, diameter at breast height (DBH), height, coordinates, tree ID number, and tree death or extent of fire damage. Deliverables will include a spreadsheet containing data, GIS data layers, photos, and maps.

Powers Forestry conducted the same inventory for the Peavine pipeline and has consistently provided quality forestry work for the District since 2020. In December 2022 the District sought out quotes from qualified Registered Professional Foresters (RFPs) and selected Powers Forestry. A sole source award is recommended as RFPs in Santa Cruz County are limited and in high demand. Awarding this contract would allow the District to begin planning hazard tree mitigation with the California Conservation Corps (CCC). The CCC has tentative availability and grant funding for the tree mitigation work, but schedules their crews on a first-come, first-serve basis. It would be advantageous to the District to utilize the CCC crews and funding to save costs and increase schedule efficiencies on the pipeline alignment.

PRIOR COMMITTEE ACTION

None.

FISCAL IMPACT

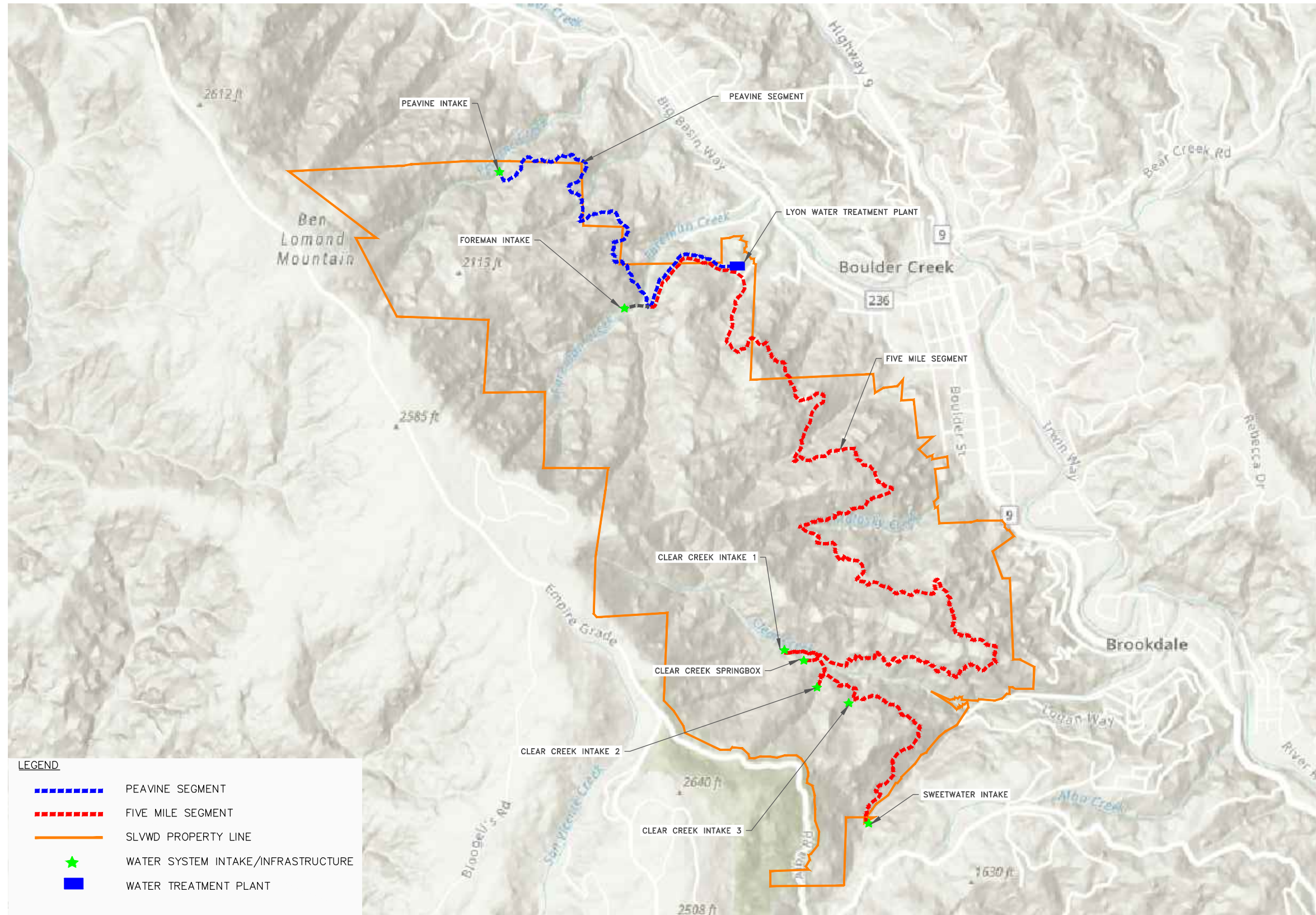
The total estimated cost for the scope of work contained in the Professional Services Agreement is \$78,815 (Attachment B). A total of \$350,000 has been budgeted in the FY24/25 CZU Clear Creek 5 Mile Supply Line project CIP budget, thus there are sufficient funds available. While the District will initially need to pay project costs from reserves, staff expects to receive 90% reimbursement for these costs through Federal Emergency Management Agency (FEMA), resulting in a final estimated cost to the District of \$7,882.






ENVIRONMENTAL IMPACT

Pursuant to Title 14, the California Code of Regulations, Section 15302(c) of the California Environmental Quality Act (“CEQA”) guidelines, the proposed action of selecting an environmental consultant (forester) is an administrative activity of the District that will not result in direct or indirect physical changes to the environment.

ATTACHMENTS AND RELEVANT LINKS TO DISTRICT WEBSITE

- Attachment A: 5-Mile Pipeline Map
- Attachment B: Professional Services Agreement, Powers Forestry 5-Mile Hazard Tree Inventory



LEGEND	
	PEAVINE SEGMENT
	FIVE MILE SEGMENT
	SLVWD PROPERTY LINE
	WATER SYSTEM INTAKE/INFRASTRUCTURE
	WATER TREATMENT PLANT



EXISTING CROSS COUNTY PIPELINE ALIGNMENT	
FIGURE 1	
SAN LORENZO VALLEY WATER DISTRICT	
JOB NO.:	DATE:
322002	02/07/2022

FIGURE
1

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 6th day of June 2024, by and between the San Lorenzo Valley Water District, a California County Water District (“District”), and Powers Forestry, a California Limited Liability Corporation (“Professional”). District and Professional may herein be referred to individually as a “Party” and collectively as the “Parties.” There are no other parties to this Agreement.

RECITALS

A. District seeks to hire an independent contractor to perform professional services to assist District with the Hazard Tree Inventory for the 5-Mile Pipeline (the “Project”).

B. Professional has submitted a proposal to District to provide such professional services. A description of the services Professional proposes to provide (“Services”) is attached hereto as **Exhibit A: Services**. District desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule or timeline for providing the Services (“Completion Schedule”), which is attached hereto as **Exhibit A: Services**.

D. The parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation Schedule”), which is attached hereto as **Exhibit A: Services**.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Sections 1 through 32 of this Agreement, Section 1 through 31 shall prevail.

Section 2. Term. The term of this Agreement shall be one year and will commence on June 6, 2024 and terminate on June 6, 2025 (“Term”) unless the Term is extended or the Agreement is terminated earlier pursuant to this Agreement.

Section 3. Extension of Agreement. District may elect to extend this Agreement for one (1) additional year, on the same terms and conditions, upon issuing an “Election to Extend Agreement” letter executed by the District Manager to Professional thirty (30) days prior to the expiration of this Agreement.

Section 4. Work.

4.1. Services. Subject to the terms and conditions set forth in this Agreement, Professional shall provide District the Services described in **Exhibit A**. Any request for Services not included in **Exhibit A** will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

4.2. District Requested Modification of Services. District may, by written order, authorize Modifications to the Services described in **Exhibit A**. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the rates to be paid to Professional and, if necessary, amend the Completion Schedule described in **Exhibit A** or Compensation Schedule described in **Exhibit A**. The Services, Completion Schedule, or Compensation Schedule shall not be revised unless District and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance, or such other terms or conditions mutually agreed upon by the Parties.

4.3. Professional Requested Modification in Services. Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(a) Professional provides District with written notice that specific work requested by District or required to complete the Project is outside the agreed upon Services. Such notice shall: (i) be supported by substantial evidence that the work is outside the Services; (ii) set forth the Professional’s proposed course of action for completing the work and a specific request for District to approve the Modification to the Services; (iii) set forth the Professional’s proposed revisions, if any, to the Completion Schedule; and (iv) set forth the Professional’s proposed revisions, if any, to the Compensation Schedule; and

(b) District agrees that the work requires a Modification;

(c) District approves all adjustments, if any, to the Completion Schedule and Compensation Schedule; and

(d) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation Schedule for Professional’s work.

Section 5. Compensation.

5.1. Amount, Time, and Manner of Payment for Professional Services. District shall pay Professional according to the rates and timing set forth in the Compensation Schedule. District’s total compensation to Professional shall not exceed Seventy-Eight Thousand Eight Hundred Fifteen Dollars (\$78,815) (“Maximum Payment”) unless the Parties mutually agree in writing otherwise.

5.2. Subsequent Payments. District shall make monthly payments in the amount invoiced by Professional within thirty (30) calendar days of receiving such invoice. In the event that an amount of an invoice is in dispute, District shall inform Professional of the amount and basis for the dispute and may withhold the amount which is in dispute until the dispute has been resolved.

5.3. Invoices. Professional shall provide District with monthly invoices sufficiently evidencing Professional's expenses and completion of the Services. All invoices furnished to District by Professional shall be in a form approved by District. The payments specified shall be the only payments made to Professional for performance of the Services, including compensation for any Modification. Professional shall submit all billings for Services to District within forty-five (45) days of the performance of such Services. District shall issue payment according to District's customary procedures and practices for issuing payments to independent contractors.

5.4. Reimbursement. District shall pay Professional for reimbursable expenses related to travel, lodging, conference calls, reproduction and other costs incurred related to Professional's performance of the Services. Such reimbursable costs shall be invoiced and billed to District on a monthly basis.

Section 6. Notice to Proceed. Professional shall not commence the performance of the Services until it has been given notice by District ("Notice to Proceed").

Section 7 Time of Performance. Professional will commence performance of the Services within ninety (90) calendar days of the date the Notice to Proceed and shall conform to the Completion Schedule. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

Section 8. Duties of District. In order to permit Professional to render the services required hereunder, District shall, at its expense and in a timely manner: (a) Provide such information as Professional may reasonably require to undertake or perform the Services; (b) Promptly review any and all documents and materials submitted to District by Professional in order to avoid unreasonable delays in Professional's performance of the Services; and (c) Promptly notify Professional of any fault or defect in the performance of Professional's services hereunder.

Section 9. Time and Personnel Devoted to Services. Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with the Completion Schedule, Compensation Schedule, and this Agreement.

Section 10. Performance by Qualified Personnel; No Subcontracting. Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

Section 11. Representations of Professional. District relies upon the following representations by Professional in entering into this Agreement:

11.1. Qualifications. Professional represents that it is qualified to perform the Services provided in **Exhibit A** and that it possesses the necessary licenses and permits required to perform the Services or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional represents and warrants to District that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

11.2. Professional Performance. Professional represents that all Services under this Agreement shall be performed in a manner consistent with the professional skill and care ordinarily provided by consultants practicing in the same or similar locality under the same or similar circumstances. Professional shall perform its services as expeditiously as is consistent with such professional skill and care and as necessary for the orderly progress of the Project. Professional agrees that, if a Service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory Service at no additional expense to District.

11.3. No Waiver of Claims. The granting of any progress payment by District, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of District, or state certification shall not, in any way, waive, limit, or replace any certification or approval procedures normally required or lessen the liability of Professional to re-perform or replace unsatisfactory Service, including, but not limited to, cases where the unsatisfactory character of such Service may not have been apparent or detected at the time of such payment, inspection, review or approval.

11.4. District's Remedies are Cumulative. Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District or Professional may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or applicable law, shall be cumulative.

11.5. No Conflict of Interest. Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

Section 12. Conformity with Law and Safety. Professional shall observe and comply with all applicable laws, ordinances, codes, regulations, and permits of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the Americans with Disabilities Act, any copyright, patent, or trademark law, and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must

be in accordance with these laws, ordinances, codes, and regulations, including the administrative policies and guidelines of District pertaining to the work. Professional's failure to comply with any laws, ordinances, codes, or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury, or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify General Manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to District, in such form as District may require. This report shall include the following information: (a) Name and address of the injured or deceased person(s); (b) Name and address of Professional's subcontractor, if any; (c) Name and address of Professional's liability insurance carrier; and (d) A detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify District Manager.

Section 13. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project or any party who is the applicant for the Project ("Interested Party"), or an employee or contractor of an Interested Party, on any matter relating to the Project without the prior consent of District. In no event shall Professional take any instructions or directions from an Interested Party on any matter pertaining to the Professional's Services to be performed for District under this Agreement.

Section 14. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District ("Confidential Information").

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by the District's General Counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project and, in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Notwithstanding the foregoing, Professional may disclose Confidential Information required to be disclosed under law, provided that, prior to disclosure, Professional shall first give notice to District and make a reasonable effort to obtain a protective order requiring that District's Confidential Information not be disclosed. This exception is limited to the extent disclosure is required under law.

Section 15. Ownership of Work Product. Any and all work, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, designs, specifications, drawings, diagrams, surveys, source codes, professional or technical information or data, photographs, notes, letters, emails or any original works of authorship created by Professional or its subcontractors or subcontractors in connection with Services performed under this Agreement (“Products”) shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of District. In the event it is ever determined that any Product created by Professional or its subcontractors, or subcontractors under this Agreement, are not works for hire under U.S. law, Professional hereby assigns all copyrights to such Products to District. With the prior written approval of District’s point of contact for the Project, Professional may retain and use copies of such Products for reference and as documentation of its experience and capabilities.

All Products shall become the property of District irrespective of where located or stored, and Professional agrees to deliver all such documents and information to District, without charge and in whatever form it exists, on the completion of the Professional's Services hereunder. Professional shall have no ownership interest in such Products.

All work product of Professional under this Agreement, including written information which District will cause to be distributed for either internal or public circulation, including both preliminary and final drafts, shall be delivered to District in both printed and electronic form, or as may be specified in **Exhibit A**.

Upon the conclusion of the Term or in the event of Termination, Professional agrees, at its expense and in a timely manner, to return to District all documents, drawings, photographs and other written or graphic material, however produced, that it received from District, its contractors, or agents, in connection with the performance of its Services under this Agreement. All materials shall be returned in the same condition as received.

Section 16. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Section 17. Excusable Delays; Notice to Other Party of Delay. Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional’s financial inability to perform; (b) Professional’s failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

Section 18. Suspension of Services by District. District reserves the right to suspend Professional's Services under this Agreement when District determines that it is necessary to do so.

When possible, District shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services except any Services, the completion of which is authorized by the notice given by District. If the Services are suspended by District for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by District to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to District such financial information that, in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

Section 19. Termination of Work by District for Its Convenience. District shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional (“Termination”). In the event District shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If District terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If District terminates this Agreement for convenience before District issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Professional. If District terminates this Agreement after District has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, District shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to District such financial information that, in the judgment of the District Manager, is necessary to determine the reasonable value of the Services rendered by Professional prior to termination.

(c) Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

(d) Notwithstanding this Section, this Agreement may be terminated by District for cause based on the loss or suspension of any licenses, permits or registrations required for the continued provision of the Services, or Professional’s malfeasance. Termination of the Agreement for cause as set forth in this Section shall relieve District from compensating Professional.

Section 20. Assurance of Performance. If, at any time, District believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, District may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 21. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If District cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by District shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate District for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Professional.

District shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

Section 22. Dispute Resolution. In the event of any dispute between the Parties to this Agreement, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved within fifteen (15) business days, the dispute shall be submitted to mediation as a condition precedent to initiating formal litigation.

Section 23. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide District with written proof of said insurance. Professional shall maintain coverage as follows:

23.1. General Liability. Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

23.2. Workers' Compensation Insurance and Employer's Liability. Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

23.3. Errors and Omissions Liability. Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per claim or greater if appropriate for the Professional's profession. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected

and appointed councils, commissions, directors, officers, employees, agents, and representatives (“District’s Agents”); or the Professional shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims administration and defense expenses.

23.4. Commercial Automobile Liability. Professional shall carry commercial automobile liability insurance in the amount of One Million Dollars (\$1,000,000) or greater per occurrence for owned, leased, hired, and borrowed automobiles.

23.5. Waiver of Subrogation. With the exception of errors and omissions liability insurance, Professional hereby agrees to waive subrogation which any insurer of Professional may acquire from Professional by virtue of the payment of any loss. The commercial general liability policy and workers’ compensation policy shall be endorsed to contain a waiver of subrogation in favor of District for all work performed by Professional, its agents, employees, independent contractors, and subcontractors. Professional agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

Section 24. Additional Insurance Requirements. Within five (5) days of the commencement of the Term, Professional shall provide District with certificates of insurance for all of the policies required under this Agreement (“Certificates”), excluding the required workers’ compensation insurance. Such Certificates shall be kept current for the Term of the Agreement and Professional shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers’ compensation and errors and omissions liability insurance, all of the insurance policies required in this Agreement shall:

(a) Provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days’ prior written notice to District of such cancellation, expiration, or reduction and each policy shall be endorsed to state such;

(b) Name District, and District’s Agents as additional insureds with respect to liability arising out of Services, work, or operations performed by or on behalf of Professional;

(c) Cover products and completed operations of Professional, premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional; contain no special limitations on the scope of protection afforded to District;

(d) Be primary with respect to any insurance or self-insurance programs covering District or District’s Agents and any insurance or self-insurance maintained by District or District’s Agents shall be in excess of Professional’s insurance and shall not contribute to it;

(e) Contain standard separation of insured provisions; and

(f) State that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to District.

Section 25. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.8), Professional shall indemnify and hold harmless District and District's appointed and elected officials, officers, employees, representatives, and volunteers ("District's Agents") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description to the extent they arise out of, pertain to, or relate to the willful misconduct or negligent acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District and District's Agents. With respect to third party claims against the Professional, Professional waives any and all rights of any type of express or implied indemnity against District and District's Agents.

Section 26. Liability of District. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 27. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency, or partnership relationship between District and Professional. District shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

Section 28. Professional Not Agent. Except as District may specify in writing, Professional shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 29. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

Section 30. Notices. Any notice or communication required hereunder between District and Professional must be in writing, and may be given either personally, by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice shall be deemed to have been given when delivered to the Party to whom it is addressed. Notices given by registered or certified mail shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the party to whom notices are to be sent, (b) on the date delivered as shown on a receipt

issued by the courier, or (c) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at the addresses in this paragraph set forth below:

If to District: **San Lorenzo Valley Water District**
Attn: General Manager
13060 Highway 9
Boulder Creek, CA 95006

With courtesy copies to: **White Brenner LLP**
Attn: Barbara A. Brenner
1414 K Street, 3rd Floor
Sacramento, CA 95814

If to Professional: **Powers Forestry LLC**
Attn: Mike Powers
PO Box 175
Elk, CA 95432

Section 31. General Provisions.

A. Modification. No alteration, modification, or termination of this Agreement shall be valid unless made in writing and executed by all Parties.

B. Waiver. No covenant, term, or condition or the breach thereof shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

C. Assignment. No Party shall assign, transfer, or otherwise dispose of this Agreement in whole or in part to any individual, firm, or corporation without the prior written consent of the other Party. Subject to the forgoing provisions, this Agreement shall be binding upon, and inure to the benefit of, the respective successors and assigns of the Parties.

D. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California.

E. Venue. Venue for all legal proceedings shall be in the Superior Court of California for the County of Santa Cruz.

F. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original and all of which shall be deemed a single agreement.

G. Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the execution of this Agreement by any Party, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

H. Audit. District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to District under this Agreement.

I. Entire Agreement. This Agreement sets forth the entire understanding between the Parties as to the subject matter of this Agreement and merges all prior discussions, negotiations, proposal letters or other promises, whether oral or in writing.

J. Supersedes Prior Agreement. It is the intention of the Parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, or representations, whether written, electronic or oral, between the Parties with respect to the subject matter of this Agreement.

K. Headings Not Controlling. Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

L. Successors and Assigns. All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

M. Interpretation. As used herein, any gender includes each other gender, the singular includes the plural and vice versa.

N. Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

O. Attorney's Fees and Costs. If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the last day and date below written.

DISTRICT:

PROFESSIONAL:

SAN LORENZO VALLEY WATER DISTRICT, a California County Water District

POWERS FORESTRY LLC, a California Limited Liability Corporation

By: _____
Brian Frus, Interim General Manager

By: _____

Name: _____

Date: _____

Date: _____

Approved as to Form:

Barbara A. Brenner, General Counsel

EXHIBIT A

Services



PO Box 175, Elk, CA 95432

February 22, 2024

San Lorenzo Valley Water District
 13060 Highway 9
 Boulder Creek, CA 95006
Cblanchard@slvwd.com
cklier@slvwd.com

RE: 5-Mile Pipeline Hazard Tree Survey/Inventory.

The following is Powers Forestry proposal to conduct an inventory of trees for removal and mitigation. Tree survey inventory is proposed between the Lyon Water Treatment Plant and Sweetwater Creek (Approximately 5.6 miles in length). This estimate is based on experience conducting and completing the Peavine pipeline tree survey in terms of process and production.

Scope of Work:

1) Tree Survey and Inventory

Scope of Survey

- Identify trees that will need to be removed to accommodate the pipeline alignment bench (4 feet width). Alignment will follow historic location of pipeline.
- Identify wildfire damaged (dead and/or substantially damaged) trees that pose a potential hazard to future newly constructed above ground district facilities. (>10" DBH)
- Identify wildfire damaged (dead and/or substantially damaged) trees that pose a potential hazard to reconstruction activities and/or workers. (>10" DBH)
- Collect individual tree data, one form per tree, utilizing a Georeferenced electronic field form (ArcGIS Survey 123).

ArcGIS Survey 123 Data Collection Form (Point Data)

I. General Information

- Inspector/Assessor Forester Name (auto populated based on sign-in)
- Date of Assessment
- Facility Segment (½ mile segments – Eg. "5-Mile" 0-0.5, 0.5-1.0, etc.)
- Tree ID# (Painted on tree and attach tag)

II. Tree Category

- A. Tree removal required for pipeline bench ROW? (yes or no)
- B. Wildfire damaged tree and >10" DBH? (yes or no)

If “yes” then answer the following:

I. Is tree dead (yes or no)

-OR-

II. Is tree substantially fire damaged (yes or no)

If “yes” then answer these questions:

i. >50% canopy scorched (yes or no)

ii. Tree bark and/or cambium substantially damaged (yes or no)

iii. Trunk and/or roots structurally compromised (yes or no)

III. Tree Information (Category A or B)

- Species (drop down: redwood, doug-fir, pine, tan oak, madrone, red alder, maple, other)
- DBH (inches)
- Height (feet)

Only collect for trees that are in Category “B”

- Distance of tree to facility (feet)
- Does tree lean >20 degrees away from facility (yes or no)

Notes/Assumptions

- Evaluating all trees within 80 feet on either side of historical pipeline alignment location.
- Tree hazard risk is generally greater on the uphill side of the pipeline alignment.
- Each tree that falls under Tree Category “A” or “B” will have a record created.
- Total 5-Mile pipeline alignment = 5.6 miles. Pipeline alignment between Sweetwater Creek and Lyon Water Treatment Plant = 5.6 miles.
- RPF/ISA Cert Arborist to field assess fire damaged trees and record information on trees that are a hazard to district facilities and/or hazard to construction activities. Identify trees within pipeline ROW (4 foot width) that require removal and record information.
- Avg Est TPA (Trees Per Acre) 200-250
- Est dead/damaged trees in population approx. 10-15% trees >10” DBH (2250 trees).
- Trees identified for removal and/or mitigation will be marked with an “X” of tree marking paint at DBH height and a dot the base to identity.
- Trees identified for removal will be given a unique number. Tree # will be painted on the removal trees and a tag will be attached to the bottom of the tree for future reference.
- Facility Segments: Manage project by ½ mile segments starting at source and progressing by direction of flow of water.
- All data collection fields are ****required** and require information populated before record can be saved.

Tree Survey/Inventory Data and Maps

- Field data will be compiled into Excel spreadsheets. Data to include Lat/long locations of each inventoried tree.
- Collect photos of large diameter mature live (structurally compromised) hazard trees for reference.
- Provide GIS layers of data points and lines.
- Provide maps as requested.

Cost Estimate:**5-Mile Pipeline (5.6 Miles)**

Description	Rate/Hr	Hours	Per Diem and Vehicle Expense/Day	# Days	Total
Registered Professional Forester (RPF) Hazard Tree Survey Field Work	\$ 135.00	280	\$ 275.00	28	\$ 38,075.00
ISA Certified Arborist + TRAQ Certified Hazard Tree Survey Field Work	\$ 110.00	280	\$ 75.00	28	\$ 32,900.00
GIS Specialist Data Management and Mapping	\$ 110.00	32	0	4	\$ 3,520.00
RPF Office Work	\$ 135.00	32	0	4	\$ 4,320.00
				Total	\$ 78,815.00

Qualifications/Licenses:

- Powers Forestry -- Contractors License #957569. C-61/D49 Tree Service and C27 Landscaping
- Michael Powers, Registered Professional Forester #2690. ISA Certified Arborist WE 8135A and ISA Tree Risk Assessment Qualified (TRAQ).
- Loren McAfee, Registered Professional Forester #2848. ISA Certified Arborist WE9161A and ISA Tree Risk Assessment Qualified (TRAQ).
- Alex Baldwin, ISA Certified Arborist WE 12659A and ISA Tree Risk Assessment Qualified (TRAQ).

Please contact me if you have any questions (707) 272-8803 or mike.powersforestry@gmail.com.

Sincerely,

Michael Powers

Mike Powers, RPF#2690
Owner/Managing Member