



1 [Emergency Declaration - Camp Mather Tree Removals - Estimated Cost of Repairs Exceeds  
2 \$250,000]

3 **Resolution approving the Recreation and Park Department General Manager's**  
4 **declaration of an emergency based on catastrophic tree mortality at Camp Mather,**  
5 **estimated of cost more than \$250,000 to repair, pursuant to Administrative Code,**  
6 **Section 6.60(b).**

7  
8 WHEREAS, Camp Mather is a 350-acre family summer camp located in the pristine  
9 wilderness of the Sierra Nevada mountains and has been managed by the Recreation and  
10 Park Department since 1923; and

11 WHEREAS, Every year approximately 7,000 San Franciscans enjoy Camp Mather  
12 during the summer camp season, having successfully secured a one-week reservation  
13 through the annual Camp Mather lottery; and

14 WHEREAS, As a natural result of prolonged drought and devastating wildfires, various  
15 species of bark beetle have infested and killed over 66 million conifer trees throughout the  
16 Sierra Nevada over the last three; and

17 WHEREAS, On October 30, 2015, the Governor of California declared a State of  
18 Emergency throughout the State because of the epidemic proportions of this fast-moving tree  
19 mortality; and

20 WHEREAS, The Camp Mather landscape overwhelmingly comprises conifer trees  
21 (Ponderosa Pine, Jeffry Pine, Sugar Pine, Incense Cedar, and Fir) of enormous size (100 feet  
22 in height, 3 to 4 feet in diameter), and bark beetle infestation has killed widespread stands of  
23 these huge trees throughout the camp acreage; and

1           WHEREAS, Dead trees of this size pose an extreme public safety hazard as their root  
2 system no longer holds them in place and they shed huge, thick, and heavy sheaths of bark  
3 which fall as their trunks desiccate; and

4           WHEREAS, Once a conifer tree has been infested by bark beetles the only remedy is  
5 to completely remove the tree; and

6           WHEREAS, The Department's certified arborist and Chief Urban Forester has  
7 inspected the trees in the areas of Camp Mather that inhabited and used by the City's  
8 summer campers, and has inventoried approximately 1,500 dead trees that pose extreme  
9 public safety hazards and must be removed before the start of the 2017 camp season; and

10          WHEREAS, The winter climate conditions and soil saturation levels from winter rains  
11 and snow made tree removal impossible throughout the winter months; and

12          WHEREAS, Cancelling the 2017 Camp Mather season would very negatively impact  
13 thousands of San Franciscans who treasure their week at Camp Mather, including many San  
14 Francisco children who would otherwise have no respite from the urban density of the City;  
15 and

16          WHEREAS, The General Manager of the Recreation and Park Department has  
17 determined that these circumstances must be addressed as a vital quality of life issue for  
18 families in San Francisco; and

19          WHEREAS, Under the authority granted by the Administrative Code, Section 6.60(b),  
20 the General Manager declared an emergency on February 27, 2017, and gave notice of the  
21 emergency to the Board of Supervisors, Mayor, Controller, and Recreation and Park  
22 Commission; and

23          WHEREAS, Recreation and Park Department staff analyzed the bark beetle infestation  
24 vector, inventory of dead trees, State of California regulatory requirements for timber removal,  
25 and disposal options for all removed tree wood, and determined that removal of the

1 inventoried 1,500 dead trees was necessary for public safety purposes vital to the 2017 Camp  
2 Season and that the tree removal, regulatory compliance, and disposal would cost  
3 approximately \$1,600,000; and

4 WHEREAS, Pursuant to Administrative Code, Section 6.60(b), the General Manager  
5 has secured the written approval of the President of the Recreation and Park Commission  
6 prior to authorizing the commencement of emergency work, as the estimated cost of the work  
7 is in excess of \$250,000; and

8 WHEREAS, The Department anticipates executing an emergency contract with Crook  
9 Logging, Inc. for the tree removal and timber disposal; and

10 WHEREAS, The Controller has certified that funds are available for this emergency  
11 contract; now, therefore, be it

12 RESOLVED, That the Board of Supervisors approves the emergency declaration for  
13 the removal and disposal of 1,500 dead trees at Camp Mather made by the General Manager  
14 on February 27, 2017; and, be it

15 FURTHER RESOLVED, That within thirty (30) days of an emergency contract being  
16 fully executed by all parties, the Department shall provide a copy of the contract to the Clerk  
17 of the Board for inclusion into the official file.

<b>Item 2</b> <b>File 17-0445</b>	<b>Department:</b> Recreation and Parks Department (RPD)
<b>EXECUTIVE SUMMARY</b>	
<b>Legislative Objectives</b>	
<ul style="list-style-type: none"> <li>• In accordance with Administrative Code Section 6.60, the proposed resolution would approve the Recreation and Park Department General Manager's Declaration of an Emergency based on catastrophic tree mortality at Camp Mather due to a public safety hazard requiring the removal of approximately 1,500 trees due to bark beetle infestation at Camp Mather.</li> </ul>	
<b>Key Points</b>	
<ul style="list-style-type: none"> <li>• Camp Mather is a 350-acre family summer camp located in the Sierra Nevada Mountains and operated by the Recreation and Park Department.</li> <li>• Between November 2016 and January 2017, the Recreation and Park Department's certified arborist and Chief Urban Forester inspected the trees at Camp Mather and inventoried approximately 1,500 dead trees that pose an extreme public safety hazard and must be removed by summer 2017 when Camp Mathers opens.</li> <li>• In order to have the trees safely removed in time for the beginning of camp, the Recreation and Park Department reached out to contractors for informal bids, and received three bids in February 2017.</li> <li>• The Recreation and Park Department selected Crook Logging, Inc. since Crook Logging, Inc. was the only contractor that had the capacity to perform the tree removal work by the stated deadline of May 1, 2017, in accordance with the mandated requirements of the California Department of Forestry and Fire Protection.</li> </ul>	
<b>Fiscal Impact</b>	
<ul style="list-style-type: none"> <li>• Recreation and Park staff determined that removal, regulatory compliance, and disposal of the 1,500 trees would cost approximately \$1,600,000, based on the average per tree removal cost and the estimated costs to comply with State requirements.</li> <li>• Of the \$1,600,000, \$666,744 is from the Urban Forestry Program 2012 General Obligation Bonds, and \$933,256 is from the Recreation and Park Department General Fund Capital Budget yearly allocation for tree contracts as appropriated by the Board of Supervisors.</li> </ul>	
<b>Recommendation</b>	
<ul style="list-style-type: none"> <li>• Approve the proposed resolution.</li> </ul>	

**MANDATE STATEMENT**

Administrative Code Section 6.60(D) states that contracts entered into for emergency work that are more than \$250,000 are subject to Board of Supervisors approval. Prior to the commencement of emergency work above the \$250,000 threshold, the Department must also secure approval in writing from the Mayor, the President of the Board, or the Commission. The proposed resolution approving the emergency determination must be submitted to the Board of Supervisors 60 days after the Department Head's emergency declaration.

**BACKGROUND**

The four-year period between 2011 and 2015 was the driest weather in California since record keeping began in 1895. As a result of the drought and subsequent wildfires, various species of bark beetle infested and killed a significant amount of conifer trees through the Sierra Nevada region, leading the Governor of California to declare a State of Emergency in October 2015.

Camp Mather is a 350-acre family summer camp located in the Sierra Nevada Mountains close to the border of Yosemite National Park and operated by the Recreation and Park Department. Every year, approximately 7,000 San Franciscans secure a one-week reservation through the annual Camp Mather lottery to stay on site. Camp Mather is comprised primarily of large conifer trees that have been infected and killed by the bark beetles. According to Mr. Dennis Kern, Recreation and Park Department Director of Operations, the Department's Chief Urban Forester visited Camp Mather in April 2016 to track the presence of the bark beetle in the camp trees. The Department's tree crew and a contractor, Sierra Mountain Construction, removed over 350 trees in April and May of 2016 due to the infestation. Subsequently, between November 2016 and January 2017, the Recreation and Park Department's certified arborist and Chief Urban Forester inspected the trees at Camp Mather and inventoried approximately 1,500 dead trees that pose an extreme public safety hazard and must be removed by summer 2017 when Camp Mathers opens.

The Recreation and Park Department General Manager declared a state of emergency in a letter to the Board of Supervisors on February 27, 2017. The Department submitted the resolution, declaring a state of emergency, to the Board of Supervisors on April 18, 2017.

**DETAILS OF PROPOSED LEGISLATION**

In accordance with Administrative Code Section 6.60, the proposed resolution would approve the Recreation and Park Department General Manager's Declaration of an Emergency based on catastrophic tree mortality at Camp Mather due to a public safety hazard requiring the removal of approximately 1,500 trees due to bark beetle infestation at Camp Mathers.

Recreation and Park staff analyzed the bark beetle infestation, inventory of dead trees, State of California regulatory requirements for timber removal, and disposal options for all removed tree wood. The staff determined that removal, regulatory compliance, and disposal of the 1,500 trees would cost approximately \$1,600,000. The \$1,600,000 estimate was based on the average per tree removal cost, calculated from Sierra Mountain Construction's work in the summer of

2016, and the estimated costs to comply with the requirements of the California Department of Forestry and Fire Protection and the California Department of Fish and Wildlife.

Because removal of the trees was considered an extreme public safety hazard and after obtaining three bids, the Recreation and Park Department entered into a contract for tree removal with Crook Logging, Inc., on a sole source basis, as permitted under Administrative Code Section 6.60. The scope of the work includes tree felling, removal, and project closeout from the period of March 14, 2017 to May 1, 2017.

According to Mr. Kern, the normal open-bidding process usually takes approximately three to four months. The spring work crew for Camp Mather is scheduled to arrive on May 8, 2017, and the first day of camp season for the public is May 28, 2017. In order to have the trees safely removed in time for the beginning of camp, the Recreation and Park Department reached out to contractors for informal bids beginning in November 2016, before the full count of trees was known. The Department counted 1,500 trees by January, and received three bids in February 2017: Sierra Mountain Construction, Kevin Kalkowski, and Crook Logging, Inc. According to Mr. Kern, contractors delayed submitting bids as the tough winter conditions in the mountains made work extremely difficult. The Recreation and Park Department selected Crook Logging, Inc. since Crook Logging, Inc. was the only contractor that had the capacity to perform the tree removal work by the stated deadline of May 1, 2017, in accordance with the mandated requirements of the California Department of Forestry and Fire Protection. According to Mr. Kern, the California Department of Forestry and Fire Protection has approved the emergency tree removals. Crook Logging began work on the tree felling and removal in March 2017, which was completed on May 1, 2017. The project clean-up is expected to end on May 8, 2017.

**FISCAL IMPACT**

The budget for tree removal at Camp Mather is \$1,600,000, as shown in Table 1 below.

**Table 1: Budget for Tree Removal at Camp Mather**

<b>Purpose</b>	<b>Estimate Cost</b>
Tree felling	\$500,000
Tree removal	<u>800,000</u>
Subtotal	1,300,000
Contractual obligations <sup>a</sup>	250,000
Project closeout <sup>b</sup>	50,000
<b>Total Cost Estimate</b>	<b>\$1,600,000</b>

<sup>a</sup> Contractual obligations include costs associated with permitting, payment of fees, licenses, and yield tax.

<sup>b</sup> Project closeout includes costs for clean-up, final approvals, and inspections by CAL FIRE

Of the \$1,600,000, \$666,744 is from the Urban Forestry Program 2012 General Obligation Bonds, and \$933,256 is from the Recreation and Park Department General Fund Capital Budget yearly allocation for tree contracts as appropriated by the Board of Supervisors.

**RECOMMENDATION**

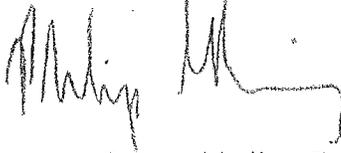
Approve the proposed resolution.



Edwin M. Lee, Mayor  
Philip A. Ginsburg, General Manager

Date: February 27, 2017

To: Katharine Petrucione  
Director of Finance and Administration

From: Philip A. Ginsburg  
General Manager 

Subject: Declaration of Emergency: Camp Mather Trees

In accordance with Administrative Code Section 6.60, I declare an actual emergency exists at Camp Mather, an SF Recreation & Park property in Tuolumne County, California due to pandemic infestation of the camp's conifer trees by species of bark beetles. This has resulted in the death of at least 1500 trees in the camp's central environment, which has made Camp Mather unsafe for the 2017 camp season unless immediately abated. In that more than 6000 San Franciscans attend Camp Mather during our annual camp season, I direct you to provide for the immediate removal of these dead and hazardous trees in the most expeditious manner to enable the 2017 camp season to proceed.

cc: Dennis Kern  
Director of Operations

## SECTION 00 52 00

## AGREEMENT FORM

THIS AGREEMENT made for the convenience of the parties this 14th day of March 20 17 by and between Crook Logging, Inc. located at PO Box 239, Groveland, CA 95321 ("CONTRACTOR"), and the City and County of San Francisco, State of California (the "CITY"), acting through the General Manager (the "GENERAL MANAGER") of the Recreation and Parks Department, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

**Emergency – Camp Mather Tree Removal Project  
RECREATION AND PARKS DEPARTMENT CONTRACT NO. CON17-001E**

NOW, THEREFORE, CONTRACTOR, in consideration of the mutual covenants set forth in this AGREEMENT, promises and agrees to provide all services to construct the Project in accordance with the requirements of the Contract Documents, to perform the Work in good and workmanlike manner to the satisfaction of the GENERAL MANAGER, to prosecute the Work with diligence from day to day to Final Completion, to furnish all construction work, labor and materials to be used in the execution and completion of the Work in accordance with the Contract Documents, and to otherwise fulfill all of CONTRACTOR's obligations under the Contract Documents, as and when required under the Contract Documents to the satisfaction of the GENERAL MANAGER.

CONTRACTOR's execution of this AGREEMENT signifies its acceptance of the Contract Time and Contract Sum as being sufficient for completion of the Work, as well as acceptance of the other terms and conditions of the Contract Documents.

**ARTICLE 1 - CONTRACT DOCUMENTS; CONTRACTOR'S GENERAL RESPONSIBILITIES**

- 1.01 Contract Documents. CONTRACTOR shall Provide all Work according to the Contract Documents, which are incorporated into and made a part of this AGREEMENT by this reference, and all labor and materials used in providing the Work shall comply with the Contract Documents. The Contract Documents, which comprise the entire agreement between CONTRACTOR and the CITY concerning the Provision of the Work, are defined in the General Conditions (Section 00 72 00). Any undefined term used in this AGREEMENT shall be given the definition set forth in the General Conditions (Section 00 72 00).
- 1.02 Contractor's General Responsibilities. CONTRACTOR shall provide a fully functional, complete and operational Project constructed in accordance with the Contract Documents; including but not limited to, all investigations, analyses, surveys, engineering, procurement, materials, labor, workmanship, construction and erection, commissioning, equipment, shipping, subcontractors, material suppliers, permits, insurance, bonds, fees, taxes, duties, documentation, spare parts, materials for initial operation, security, disposal, startup, testing, training, warranties, guarantees, and all incidentals.

**ARTICLE 2 - CONTRACT TIME**

- 2.01 Completion Dates. As set forth in Section 00 73 02, the Work shall be Substantially Complete by May 14, 2017, beginning with and including the official date of Notice to Proceed as established by the GENERAL MANAGER, and Finally Complete in accordance with Article 9 of the General Conditions (Section 00 72 00) within 30 consecutive calendar days after the date the CITY issues a Notice of Substantial Completion.
- 2.02 Critical Milestone Dates. Contractor shall complete all critical milestone Work during the periods specified in Section 00 73 02.

2.03 Left blank by agreement of the parties. (Liquidated Damages).

### ARTICLE 3 – CONTRACT SUM

#### 3.01 Contract Sum.

A. CONTRACTOR and the CITY agree that, upon performance and fulfillment of the mutual covenants set forth herein, the CITY will, in the manner provided by law and as set forth in the Contract Documents, pay or cause to be paid to CONTRACTOR the following price(s), as indicated in the Schedule of Bid Prices on the Bid Form (Section 00 41 00):

1. Lump sum amount bid.

Total awarded contract amount: \$ 1,600,000

The price(s) and amount set forth above shall be adjusted during performance or upon final completion of the Work in accordance with the Contract Documents.

B. CONTRACTOR understands and agrees that the CONTRACTOR shall be solely responsible for providing all resources that may be necessary to provide the Work, and that the CITY shall have no obligation whatsoever to finance any part of such costs except with respect to those amounts which become due under the terms and conditions of the Contract Documents.

3.02 Certification by Controller. This AGREEMENT is subject to the budget and fiscal provisions of the CITY's Charter. Charges will accrue only after prior written authorization certified by the Controller, and the amount of the CITY's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization.

### ARTICLE 4 – LABOR REQUIREMENTS

4.01 Applicable Laws and Agreements. Compensation and working conditions for labor performed or services rendered under this AGREEMENT shall be in accordance with the Contract Documents, the San Francisco Charter, and applicable sections of the San Francisco Administrative Code, including section 6.22(E).

4.02 Prevailing Wages. The latest Wage Rates for Private Employment on Public Contracts in the City and County of San Francisco, as determined by the San Francisco Board of Supervisors and the Director of the California Department of Industrial Relations, and, when federal funds are involved, the current General Wage Determination Decisions, as determined by the U.S. Secretary of Labor, as same may be changed during the term of this AGREEMENT, shall be included in this AGREEMENT and are hereby incorporated by this reference. CONTRACTOR agrees that any person performing labor in the provision of the Work shall be paid not less than the highest general prevailing rate of wages as so determined. If federal funds are involved, where the minimum rate of pay for any classification differs among State, City and Federal wage rate determinations, the highest of the three rates of pay shall prevail. CONTRACTOR shall include, in any contract or subcontract relating to the Work, a requirement that all persons performing labor under such contract or subcontract shall be paid not less than the highest prevailing rate of wages for the labor so performed. CONTRACTOR shall require any contractor to provide, and shall deliver to CITY every month during any construction period, certified payroll reports with respect to all persons performing labor in the Provision of the Work.

A. Copies of the latest prevailing wage rates are also available on the Internet at <http://www.dir.ca.gov/opr/DPreWageDetermination.htm>.

4.03 Penalties. CONTRACTOR shall forfeit to the CITY back wages due plus fifty dollars (\$50.00) for:

- A. Each laborer, workman, or mechanic employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, workman, or mechanic is not paid the highest general prevailing rate of wage for the work performed; or
- B. Each laborer, mechanic or artisan employed in the provision of the Work, for each calendar day or portion thereof during which such laborer, mechanic or artisan is compelled or permitted to work for a longer period than five days (Monday-Friday) per calendar week of eight hours each, and not compensated in accordance with the prevailing overtime standard and rate.

**ARTICLE 5 – NOTICES TO PARTIES**

5.01 Unless otherwise indicated in the Contract Documents, all written communications sent by the Parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To CITY: Recreation and Parks Department  
Sean McFadden  
McLaren Lodge, 501 Stanyan Street  
San Francisco, CA 94117  
Sean.mcfadden@sfgov.org

To CONTRACTOR: Crook Logging, Inc.  
Shaun Crook  
PO Box 239  
Groveland, CA 95321

5.02 From time to time, the parties may designate new address information by notice in writing, delivered to the other Party.

5.03 The delivery to CONTRACTOR at the legal address listed above, as it may be amended upon written notice, or the depositing in any post office or post office box regularly maintained by the United States Postal Service in a postage paid wrapper directed to CONTRACTOR at such address, of any drawing, notice, letter or other communication shall be deemed legal and sufficient service thereof upon CONTRACTOR.

**ARTICLE 6 – TERMINATION AND SURVIVAL**

6.01 This AGREEMENT and the other Contract Documents shall terminate when all obligations required to be performed by CONTRACTOR and the CITY have been fulfilled, unless sooner terminated as set forth in Article 14 of the General Conditions (Section 00 72 00).

6.02 The provisions of the Contract Documents which by their nature survive termination of the Contract, including without limitation all warranties, indemnities, payment obligations, and the City's right to audit Contractor's books and records, shall remain in full force and effect after termination of the Contract.

THIS SPACE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the CONTRACTOR and the CITY have hereunto set their hands and seals, and have executed this AGREEMENT in duplicate, the day and year first above written.

CONTRACTOR:

By my signature hereunder, as CONTRACTOR, I certify that I have read and understand the section captioned MacBride Principles – Northern Ireland including in Document 00822, the CITY's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

I further certify that I am aware of the provisions of section 3700 of the 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 I will comply with such provisions before commencing the performance of the Work of this Contract.

Steven L. Crook  
Principal  
BY: Steven L. Crook  
President of Crook Logging Inc.  
Title

CITY:  
Recommended: [Signature]  
Manager, Purchasing and Contract Administration

APPROVED: [Signature]  
General Manager, Recreation and Parks Department

Approved as to form:  
DENNIS J. HERRERA  
City Attorney

By: [Signature]  
Deputy City Attorney

END OF SECTION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

<b>PRODUCER</b> Cutler Segerstrom Insurance Agency Lic# 0655225 1030 Greenley Road Sonora CA 95370		<b>CONTACT NAME:</b> Melinda Leonard <b>PHONE (A/C, No, Ext):</b> (209) 532-6951 <b>E-MAIL ADDRESS:</b> melinda-leonard@leavitt.com <b>FAX (A/C, No):</b> (209) 532-1997	
<b>INSURED</b> Steve Crook, DBA: Crook Logging, Inc. P.O. Box 239 Groveland CA 95321		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Harco National Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES      CERTIFICATE NUMBER: 2016/17 Master      REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			CP00171900	4/1/2016	4/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CP00171900	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 60,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			XL00008000	4/1/2016	4/1/2017	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Power Plant Supply, the City and County of San Francisco, its officers, agents and employees and Tuolumne County, its elected or appointed officers, officials, employees, agents and volunteers are additional insured as required by written contract but limited to the operations of the insured under said contract and always subject to the policy terms, conditions and exclusions as per the attached endorsements.

<b>CERTIFICATE HOLDER</b>  City and County of San Francisco Director, Office of Contract Administrati Purchasing Division City Hall, Room 430 1 Dr Carlton B Goodlett Place San Francisco, CA 94102-4685	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE Angela Bacon/ANBACO <i>A. Bacon</i>
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POLICY NUMBER: CP00171900

COMMERCIAL AUTO  
AA 20 13 10 13

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED ENDORSEMENT - BUSINESS AUTO**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

**SCHEDULE**

**Name of Person(s) or Organization(s):**

**CITY AND COUNTY OF SAN FRANCISCO, ITS  
OFFICERS, AGENTS, AND EMPLOYEES**

**Address of Person(s) or Organization(s):**

**CITY HALL, ROOM 430, 1 DR CARLTON B  
GOODLETT PLACE, San Francisco, CA 94102**

**SECTION II - COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1 Who Is An Insured**, item **c.**, is amended to include the person(s) or organization(s) indicated in the Schedule, but only for his, her or its liability because of acts or omissions of an "insured" under Section II, Paragraph **A.1.a** and **A.1.b.**, subject to the following additional provisions:

1. No liability is assumed by the person(s) or organization(s) shown in the Schedule for the payment of any premiums stated in the policy or earned under the policy.
2. If we cancel or nonrenew the policy, a copy of the written notice of cancellation may be mailed by us to the person(s) or organization(s) shown in the Schedule.

All other terms and conditions of the policy remain unchanged.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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PREMIUM IS FOR CONTRACT TERM  
AND IS SUBJECT TO ADJUSTMENT  
BASED ON FINAL CONTRACT AMOUNT.

CON17-001E  
BOND NUMBER: 41364133  
PREMIUM: \$32,000.00

SECTION 00 61 13

PERFORMANCE BOND AND PAYMENT (LABOR & MATERIALS) BOND

KNOW ALL MEN BY THESE PRESENTS, that WHEREAS, the Recreation and Park Department of the City and County of San Francisco, State of California, has awarded to:

**Crook Logging, Inc.**

hereinafter designated as the "Principal", acting through the General Manager of the Recreation and Park Department, under and by virtue of the Charter and Administrative Code of the City and County of San Francisco.

**Camp Mather Tree Removal Project  
RECREATION AND PARKS DEPARTMENT CONTRACT NO. CON17-001E**

WHEREAS, said Principal is required under the terms of said Contract to furnish a Bond for the faithful performance of said Contract; and to furnish a separate Bond for the payment of any materials, provisions, or other supplies, used in, upon, for or about the performance of the Work contracted to be done;

NOW, THEREFORE, we the Principal and  
Platte River Insurance Company

as Surety, are firmly bound unto the City and County of San Francisco in the penal sum of

(PERFORMANCE BOND)	and	(PAYMENT BOND)
(\$1,600,000.00) -----		(\$1,600,000.00) -----
One Million, Six Hundred Thousand Dollars and 00/100		One Million, Six Hundred Thousand Dollars and 00/100

lawful money of the United States for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents for the penal sum for a performance bond and an equal and separate penal sum for a separate payment bond. The conditions of this obligation is such that if the said principal does well and faithfully performs all the conditions and covenants of said Contract, according to the true intent and meaning thereof, upon its part to be kept and performed, then the above obligation is to be null and void, otherwise to remain in full force and effect.

(PERFORMANCE BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden Principal, its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, including the provisions for liquidated damages in the said Contract, any changes, additions or alterations thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City and County of San Francisco, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

(PAYMENT BOND)

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said principal, its heirs, executors, administrators, successors or assigns, or its subcontractors, shall fail to pay (i) any of the persons named in California Civil Code Section 9100 for any materials, provisions, or other supplies used in, upon, for or about the performance of work under the Contract, or for any work or labor performed under the Contract; or (ii) amounts due under the California Unemployment Insurance Code with respect to work or labor performed under the Contract; or (iii) for any amounts required to be deducted, withheld, and paid over to the State of California Employment Development Department from the wages of employees of Principal and subcontractors pursuant to Section 13020 of the California Unemployment Insurance Code with respect to such work or labor, that Surety will pay for the same in an amount not exceeding the sum specified in this Bond, otherwise the above obligation shall become and be null and void. In the event that suit is brought upon this Payment Bond, the parties not prevailing in such suit shall pay reasonable attorney's fees and costs incurred by the prevailing parties in such suit.

This Payment Bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 as to give a right of action to such persons or their assigns in any suit brought against this Bond.

Surety, for value received, hereby expressly agrees that no change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the work to be performed thereunder, or to the Specifications accompanying the same, and no inadvertent overpayment of progress payments, shall in any way affect its obligations on these Bonds; and it does hereby waive notice of any such change, extension of time, modification, alteration or addition to the undertakings, covenants, terms, conditions and agreements of the Contract, or to the Work to be performed thereunder, or to the Specifications, or of any inadvertent overpayment of progress payments.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their seal this 27th day of March, 2017, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Approved as to form:  
Dennis J. Herrera  
City Attorney

By: [Signature]  
Deputy City Attorney

Principal: Crook Logging, Inc.

By: [Signature]  
Secretary of Crook Logging, Inc.

Surety: Platte River Insurance Company

By: [Signature]  
Ryan Tash, Attorney-In-Fact

END OF SECTION

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Sacramento )

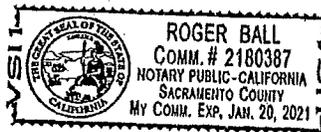
On March 27 2017 before me, Roger Ball, Notary Public  
(insert name and title of the officer)

personally appeared Ryan Tash  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Handwritten Signature]* (Seal)



PLATTE RIVER INSURANCE COMPANY  
POWER OF ATTORNEY

41364138

KNOW ALL MEN BY THESE PRESENTS, That the PLATTE RIVER INSURANCE COMPANY, a corporation of the State of Nebraska, having its principal offices in the City of Middleton, Wisconsin, does make, constitute and appoint

-----JOHN T. PAGE; RYAN TASH; SUSAN FOURNIER; STEPHANIE RAQUEL ARREOLA; MICHAEL BORG-----

its true and lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf, as surety, and as its act and deed, any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of

-----WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED: \$20,000,000.00-----

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PLATTE RIVER INSURANCE COMPANY at a meeting duly called and held on the 8th day of January, 2002.

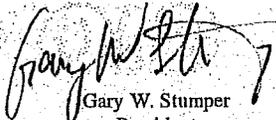
"RESOLVED, that the President, and Vice-President, the Secretary or Treasurer, acting individually or otherwise, be and they hereby are granted the power and authorization to appoint by a Power of Attorney for the purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, one or more vice-presidents, assistant secretaries and attorney(s)-in-fact, each appointee to have the powers and duties usual to such offices of the company; the signature of such officers and the seal of the Corporation may be affixed to such power of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation in the future with respect to any bond or undertaking or other writing obligatory in the nature thereof to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any of said officers, at any time."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

IN WITNESS WHEREOF, the PLATTE RIVER INSURANCE COMPANY has caused these presents to be signed by its officer undersigned and its corporate seal to be hereto affixed duly attested, this 27th day of July, 2015.

Attest:

  
Gary W. Stumper  
President  
Surety & Fidelity Operations



PLATTE RIVER INSURANCE COMPANY

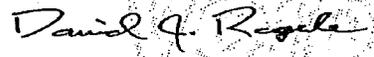
  
Stephen J. Sills  
CEO & President

STATE OF WISCONSIN } s.s.:  
COUNTY OF DANE

On the 27th day of July, 2015 before me personally came Stephen J. Sills, to me known, who being by me duly sworn, did depose and say: that he resides in the County of New York, State of New York; that he is President of PLATTE RIVER INSURANCE COMPANY, the corporation described herein and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name thereto by like order.

STATE OF WISCONSIN } s.s.:  
COUNTY OF DANE

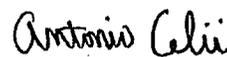


  
David J. Regele  
Notary Public, Dane Co., WI  
My Commission Is Permanent

I, the undersigned, duly elected to the office stated below, now the incumbent in PLATTE RIVER INSURANCE COMPANY, a Nebraska Corporation, authorized to make this certificate, DO HEREBY CERTIFY that the foregoing attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Middleton, State of Wisconsin this 27th day of March, 2017.

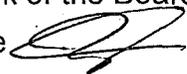


  
Antonio Celii  
Secretary

OFFICE OF THE MAYOR  
SAN FRANCISCO



EDWIN M. LEE

TO: Angela Calvillo, Clerk of the Board of Supervisors  
FROM: <sup>cos</sup> Mayor Edwin M. Lee   
RE: Emergency Declaration - Camp Mather Tree Removals - Estimated Cost  
of Repairs Exceeds \$250,000  
DATE: April 18, 2017

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Attached for introduction to the Board of Supervisors is a resolution approving the Recreation and Park Department General Manager's declaration of an emergency based on catastrophic tree mortality at Camp Mather, estimated cost more than \$250,000 to repair, pursuant to Administrative Code, Section 6.60(b).

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.

RECEIVED  
BOARD OF SUPERVISORS  
SAN FRANCISCO  
2017 APR 18 PM 2:06  
BY 

**FORM SFEC-126:**  
**NOTIFICATION OF CONTRACT APPROVAL**  
 (S.F. Campaign and Governmental Conduct Code § 1.126)

<b>City Elective Officer Information</b> <i>(Please print clearly.)</i>	
Name of City elective officer(s): Members, Board of Supervisors	City elective office(s) held: Members, Board of Supervisors

<b>Contractor Information</b> <i>(Please print clearly.)</i>	
Name of contractor: <b>Crook Logging, Inc.</b>	
<i>Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary.</i>  Steven L. Crook; Janet A. Crook; Shaun L. Crook; Russell D. Crook	
Contractor address: P.O. Box 239, Groveland, CA 95321	
Date that contract was approved:	Amount of contracts: \$1,600,000
Describe the nature of the contract that was approved: Emergency tree removal at Camp Mather	
Comments:	

This contract was approved by (check applicable):

the City elective officer(s) identified on this form

a board on which the City elective officer(s) serves: San Francisco Board of Supervisors  
Print Name of Board

the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

<b>Filer Information</b> <i>(Please print clearly.)</i>	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Francisco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org

\_\_\_\_\_  
Signature of City Elective Officer (if submitted by City elective officer)

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

\_\_\_\_\_  
Date Signed