



GOLDEN STATE NATURAL RESOURCES

REQUEST FOR BID NO. 2026-02-GSNR-
MNF
for
HAMMERHORN DECK REMOVAL PROJECT

E-Mail Address: gsnr@gsnrnet.org

RESPONSE DUE
by 5:00 pm
on October 20, 2026

by e-mail, mail, or hand delivery to:

Golden State Natural Resources
1215 K. Street
Suite 1650
Sacramento, CA 95814

GOLDEN STATE NATURAL RESOURCES

RFB No. 2026-02-GSNR-MNF HAMMERHORN DECK REMOVAL PROJECT

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I. BACKGROUND

Golden State Natural Resources (GSNR) and the United States Department of Agriculture Forest Service (Forest Service) established a program to address the high cost of transporting otherwise unmerchantable materials resulting from forest management activities from forest locations to productive end-users. This is a Bipartisan Infrastructure Law-funded program that supports efforts to establish resilient landscapes through the transportation of materials (biomass and/or roundwood) previously felled by other parties and are uneconomical to transport to end-users (e.g., unmerchantable material piled and decked in the forest during prior stewardship activities or timber sales). This program does not include any cutting or harvesting of biomass or roundwood and is specifically designed to assist in the transportation of materials. GSNR and the Forest Service entered into a Stewardship Agreement (Stewardship Agreement) describing the provisions of this program. The Stewardship Agreement is incorporated into this bid packet at Appendix A.

The role of GSNR in this Program is to facilitate transporting existing, previously felled woody biomass material to existing industry participants and will not directly involve the initial Key Activities of a timber sale preparation process. Such activities will generally include contracting, either directly or through existing industry participant end-users, for transportation service work with local parties interested in performing these work items. It is the intent of GSNR to honor and foster existing, local collaborative efforts and relationships in the region where the forest health and commercial timber removal projects occur. **GSNR intends to select end-users and transportation contractors who understand the overall goals of the projects and provide best value, based on past performance and the proven ability to achieve project objectives.**

II. STATEMENT OF WORK

The successful bidder will advance the purpose of the program to which GSNR has entered into a Stewardship Agreement with the Forest Service. The successful bidder will be paid to transport timber from designated locations to end users that are identified in its response packet.

A. BIDDER QUALIFICATIONS

Bidder Minimum Qualifications:

- Bidder, Bidder's principal, or Bidder's staff shall have been regularly engaged in the business of logging, chipping/grinding, mechanical thinning and mastication within forest environments for at least 3 years.
- Bidder shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this RFB.

B. SCOPE

It is the intent of these specifications, terms, and conditions to describe the services GSNR is seeking. GSNR intends to award a contract to the Bidder(s) who best meets the requirements. The term of the contract shall begin upon issuance of the Notice to Proceed by GSNR and shall continue for 120 business days thereafter. GSNR shall issue the Notice to

Proceed no later than thirty (30) calendar days following the announcement of the contract award. Contractor shall not commence Work prior to issuance of the Notice to Proceed. GSNR may extend the contract time pursuant to Sections 8-10 of Exhibit C to account for excusable delays in the Work.

This project lies entirely within the Mendocino National Forest, as described in the Stewardship Agreement and referenced in the project Map (Exhibit G). Bidders are advised that the locations relevant to this bid packet are solely described in Exhibit G, and do not necessarily encompass the full scope incorporated into Appendix C of the Stewardship Agreement. Additional work to complete the full scope of the Stewardship Agreement may be awarded in separate bids.

Bidders are required to review the Stewardship Agreement to ensure full compliance with all clauses, requirements, and conditions outlined in the agreement. All work performed under this contract must align with the terms set forth in the Stewardship Agreement as incorporated into this bid packet.

C. SPECIFIC REQUIREMENTS

The successful bidder will be responsible for the following:

- Maintaining insurance at the levels stated in Exhibit B.
- The General Requirements stated in Exhibit C.
- The Specifications and Guidelines for Operations stated in Exhibits D, E, F, and H.
- The Specifications stated in Appendices B, E, F, and G, of the Stewardship Agreement including, but not limited to, resource protection specifications, limited operating periods, timber specifications, road maintenance specifications, and fire precautions.

D. OPERATIONAL COMPLIANCE REQUIREMENTS

Contractor shall perform all Work in accordance with the Stewardship Agreement (Appendix A), including Exhibits B, C, D, E, F, and H of this RFB, together with any direction provided by GSNR and the Forest Service during the pre-work conference or throughout project implementation.

Without limiting the requirements contained within the Stewardship Agreement, Contractor acknowledges and agrees to the following:

Project Area

- Material may be removed only from the deck locations identified on Exhibit G.

Operational Compliance

Contractor shall conduct operations in a manner that minimizes disturbance to National Forest System lands and shall restore each deck location upon completion of hauling in accordance with Forest Service direction.

At a minimum, Contractor shall:

- Remove all merchantable and designated material from each authorized deck location;
- Complete slash piling, road maintenance, and any other post-operation activities required by the Forest Service;
- Leave each work area in a condition acceptable to the Forest Service prior to final acceptance of contract work.

Contractor acknowledges that acceptance of hauling operations does not constitute acceptance of project completion until post-operation inspections have been successfully completed. **Final acceptance of the Work shall occur only after inspection and written acceptance by the Forest Service.**

Definition of Landing

For purposes of this solicitation, a landing means an area that was previously constructed or intentionally utilized for the purpose of decking, processing, sorting, loading, or staging logs for transportation. These areas are generally identifiable as established work areas and are typically between approximately 0.25 and 1.5 acres in size, although actual dimensions may vary.

The project area also contains individual logs and small roadside accumulations of logs that resulted from roadside hazard tree removal activities. These isolated logs or small accumulations are not considered landings solely because material is removed from these locations.

E. SITE VISIT

A mandatory site visit is required for all prospective Bidders prior to submission of a bid in response to this Request for Bids (RFB). The purpose of the site visit is to allow Bidders to independently inspect the decks to be removed, observe the project setting, and evaluate site conditions and other factors potentially relevant to preparing a responsive bid.

By submitting a bid, Bidder acknowledges that it has completed the required site visit and has satisfied itself regarding all conditions that may affect the cost, performance, or timing of the work.

F. PRE-WORK CONFERENCE

Bidder agrees that if awarded a contract, Bidder and its principals will attend a pre-work conference with GSNR and the Forest Service within 10 days prior to starting operations to discuss job requirements. The date will be determined after the contract award. During this meeting, discussion topics will include pre-and-post operation clean-up, establishing expected haul routes, road restrictions, removal expectations, invoice documentation, and project timeline. It is anticipated that the pre-work conference will take place at the Mendocino National Forest Supervisors Office, 825 N Humboldt Avenue, Willows, CA 95988.

III. GSNR PROCEDURES, TERMS, AND CONDITIONS

A. GUIDANCE

The requirements and recommendations included in this RFB are created to provide Bidders with enough information to readily understand the nature of the project and the information required in a complete proposal. This RFB is not intended to limit proposal content or to exclude any potential respondent from submitting a proposal. Bidders who do not meet certain requirements may still submit proposals so long as they include supporting documentation and/or information on why and how they may work to fulfill those requirements.

Bidders are reminded that they have the following responsibilities:

- Carefully read the entire RFB, including the incorporated Stewardship Agreement in Appendix A.
- Carefully review all RFB requirements prior to submitting a proposal.
- Submit questions in a timely manner.
- Abide by all procedures and requirements of the RFP.
- Not include conditional statements, assumptions, or exception language with a proposal.

Before submitting a response, the Bidder shall understand all contract conditions referred to in this document, and any addenda issued before the RFB submission date. It shall be the Bidder's responsibility to ensure that their final response, including all supporting documentation, is submitted by the final RFB submission date. By submitting a response, the Bidder acknowledges and accepts the Terms and Conditions described herein.

B. RFB ACCEPTANCE AND AWARD

1. RFB responses will be evaluated jointly by GSNR and the Forest Service, with consideration given to project objectives, operational feasibility, contractor qualifications, pricing, project scheduling, and alignment with Forest Service and GSNR priorities.
2. The Forest Service will play a significant role in the evaluation and selection process due to its responsibility for National Forest System lands, project coordination, and incorporation of approved projects under the applicable Stewardship Agreement.
3. GSNR, in coordination with the Forest Service, will recommend award to the Bidder determined to be best qualified to perform the work described in this RFB. The contract may not necessarily be awarded to the Bidder with the lowest bid.
4. GSNR reserves the right to decline to award this contract, or any portion thereof, for any reason.
5. Any specifications, terms, or conditions raised by GSNR, or those included in the Bidder's submission in response to this RFB, may be incorporated into any resulting contract.
6. The right is reserved to reject any or all proposals, to accept one part of a proposal and reject another, unless the Bidder stipulates to the contrary, and to waive technical defects, as the interest of GSNR may require.
7. Any announcement of an apparent successful Bidder or intent to award shall not constitute a final contract award or authorization to proceed with work until the contract between the Bidder and GSNR has been fully executed.
8. Final contract award and authorization to proceed shall occur only after completion of all required approvals by GSNR and the Forest Service.
9. The awarded Bidder shall enter into a contract on a form prepared by GSNR, incorporated herein as Exhibit I. By submitting a response, Bidder agrees to be bound by all provisions of that contract.

C. EVALUATION CRITERIA/SELECTION COMMITTEE

All bids will be evaluated jointly by a Selection Committee composed of GSNR staff, Forest Service personnel, and other individuals with relevant expertise or experience related to forest operations, biomass transportation, contracting, or procurement. The Selection Committee will evaluate and recommend a Bidder in accordance with the evaluation criteria set forth in this RFB. The evaluation of RFB responses shall be within the sole judgement and discretion of the

Selection Committee, in coordination with the Forest Service.

D. ADDITIONAL INFORMATION REQUESTS

Prior to the award of a contract, GSNR must be assured that a selected Bidder has the resources to successfully perform under the contract. This includes, but is not limited to, personnel in number and requisite skill; equipment of appropriate type and quantity; financial resources sufficient to complete performance under the contract; and experience in similar endeavors. If, during the evaluation process, GSNR is unable to assure itself of the Bidder's ability to perform under the contract if awarded, GSNR has the option of requesting from the Bidder any information that GSNR deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted five (5) business days to submit the information requested in writing.

E. PRICING

1. Prices quoted shall be firm for the term of any contract that may be awarded pursuant to this RFB.
2. All prices quoted shall be in United States dollars.
3. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
4. GSNR understands that the fluctuating cost of fuel presents a risk to bidders when locking in prices. Notwithstanding any other provision of this RFB, the successful bidder shall be eligible for a lump sum fuel cost adder according to the following terms: Should the average cost of fuel over the term of the service exceed 115% of the cost of fuel at the time the contract is executed, then the contractor shall be eligible for reimbursement for the difference between the average cost of fuel and 115% of the cost of fuel at the time the contract is executed, to be paid as a lump sum upon completion of the project. The fuel cost adder shall not exceed \$20,000, and any overages beyond that shall be borne by the contractor. The agreed upon average cost at the time the contract is executed as well as cost changes will be determined by the U.S Energy Information Administration State of California Data.

F. PROTESTS

Protests must be in writing and received no later than seven (7) business days after GSNR awards a contract for this RFB.

An Intent to Award notice will be sent via electronic email to all entities that submitted a proposal. GSNR will reject a protest as untimely if it is received after this specified time frame. Protests will be accepted from Bidders or potential Bidders only. If the protest is mailed and not received by GSNR, the protesting party bears the burden of proof to submit documentation (e.g., certified mail receipt) that the protest was timely sent to be otherwise received by GSNR within the RFB protest period.

Bid protests must contain a detailed and complete written statement describing the reason(s) for protest. The protest must include the RFB title and number, the name of the firm protesting, and include a name, telephone number, email address and physical address of the protestor. If a firm is representing the protestor, they shall include their contact information in addition to that of the protesting firm.

Protests must be mailed or hand delivered to GSNR Project Manager, 1215 K. Street, Suite 1650, Sacramento, CA. 95814 Facsimile and electronic mail protests at, jhansen@rcrcnet.org, must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven-day time limit.

The GSNR Project Manager (PM), in consultation with the GSNR Board of Directors, will investigate the protest and if determined to be valid the PM may reject and re-bid or not re-bid the work, or recommend award to the remaining best qualified Bidder. Affected Bidders will be notified by electronic mail within 7 business days of the action taken.

The bid protester can appeal the PM's determination to the GSNR Board of Directors. The appeal must be submitted to the GSNR Project Manager no later than five working days from the date of receipt of GSNR's determination on the initial protest.

Such an appeal must be made in writing and must include all grounds for the appeal and copies of the original protest and the GSNR's response. The appeal will be scheduled for the next Board of Director's special or regular meeting. The GSNR Project Manager will advise the protestor of the date, time, and location of the Board of Directors meeting at which staff will make a recommendation for award and inform the protester it may request to address the Board of Directors at that meeting.

GSNR may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of GSNR as to the validity of any protest is final. GSNR's final decision will be transmitted to all affected parties in a timely manner.

G. INVOICING

1. Contractor shall submit monthly invoices to GSNR, together with all required load ticket permits and supporting documentation necessary for GSNR to seek reimbursement from the Forest Service.
2. Invoices shall cover Work completed during the prior month only and shall be submitted in a form acceptable to GSNR.
3. GSNR shall notify Contractor of any invoice adjustments required.
4. Invoices shall contain, at a minimum, GSNR's RFB number, invoice number, remittance address, and itemized services description, along with electronically scanned copies of load ticket permits, which will be provided by the Forest Service
5. Invoices and supporting documentation shall be submitted electronically to jhansen@rcrcnet.org.
6. Upon receipt of reimbursement from the Forest Service for an approved invoice period, GSNR shall remit payment to Contractor within thirty (30) days.
7. GSNR will pay Contractor in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.
8. Prior to making any payment, GSNR may require Contractor to furnish lien releases conforming to the requirements of California Civil Code section 8120, et seq., receipts or other evidence of payment from all persons performing work and supplying material to Contractor.

Contractor acknowledges the following:

- GSNR has no control over the timing of Forest Service reimbursement and that reimbursement processing delays may occur.
- GSNR shall have no obligation to pay Contractor unless and until GSNR has received reimbursement from the Forest Service for the applicable Work.
- All risk of nonpayment, delayed payment, or partial payment by the Forest Service is borne exclusively by Contractor.
- The Forest Service may withhold approval of the final invoice until all required post-operation work has been completed to the satisfaction of the Forest Service.
- In the event GSNR does not receive reimbursement from the Forest Service for any invoiced Work, or experiences a delay in reimbursement beyond a reasonable period, GSNR reserves the right, in its sole discretion, to suspend or pause Contractor's Work, in whole or in part, until such time as reimbursement is received. Contractor shall not be entitled to additional compensation, standby costs, interest, or damages resulting from any such suspension.

IV. RFB RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

A. GSNR CONTACTS

All contact during the competitive process is to be through the contact person listed on the first page of this RFB.

B. RFB SCHEDULE

GSNR anticipates conducting this RFB process in accordance with the schedule below. GSNR reserves the right, in its sole discretion, to modify this schedule or any deadline contained in this RFB. Any modification to the RFB schedule will be communicated through an addendum to this RFB.

RFB Process	Date and Time
RFB Released	October 5, 2026, at 8:00 a.m. Pacific Time
Deadline for Questions from Prospective Bidders	October 14, 2026, at 5:00 p.m. Pacific Time
RFB Response Deadline	October 20, 2026, at 5:00 p.m. Pacific Time

C. QUESTIONS

Any questions regarding this RFB, including questions concerning its intent, terms and conditions, specifications, exhibits, or the competitive bid process, must be submitted in writing via email to **Jason Hansen, GSNR Project Manager, at jhansen@rcrcnet.org**. Questions may be submitted at any time following release of the RFB but must be received no later than **5:00 p.m. Pacific Time on October 14, 2026**. Only written responses issued by GSNR shall be considered official and binding.

Following the deadline for questions, GSNR will prepare and issue responses to questions received from prospective Bidders, as appropriate. Responses that clarify, modify, or otherwise affect the requirements of this RFB will be issued through an addendum and will become a

binding component of this RFB. Bidders are responsible for reviewing all addenda issued by GSNR prior to submitting an RFB response.

If a Bidder requests clarification regarding information that it believes is proprietary or confidential and believes that disclosure of the question would reveal proprietary information or otherwise compromise its competitive position, the Bidder may submit the question using the process above and clearly identify it as “**CONFIDENTIAL.**” The Bidder must explain the basis for the requested confidential treatment. If GSNR, in its sole discretion, determines that disclosure of the question or response would reveal proprietary information, GSNR may respond directly to the Bidder and maintain the question and response as confidential to the extent permitted by law. If GSNR determines that confidential treatment is not warranted, GSNR will notify the Bidder before issuing a response.

D. SUBMITTAL OF RFB RESPONSE

1. Late responses will not be accepted.
2. RFB responses must be received at the specified address by 5:00 p.m. on October 20, 2026. Any RFB response received after that time or date cannot be considered and will be returned.
3. RFB responses are to be addressed/delivered as follows:
 - a. E-mail responses to gsnr@gsnrnet.org. Electronic submissions must include a signature by an individual authorized to bind the respondent’s organization contractually. An unsigned final proposal may be rejected. Signatures may be scanned copies of wet signatures or digital signatures. Digital signatures created in Adobe software are presumed to comply with this requirement.
 - b. Mailed: Golden State Natural Resources
1215 K Street, Suite 1650
Sacramento, CA 95814
 - c. Hand Delivered: Drop off location may be arranged with the GSNR Project Manager, Jason Hansen, by emailing jhansen@rcrcnet.org
4. Bidders are to submit one (1) RFB response using the Response Packet at Exhibit A, including all additional required documentation and submittals.
5. All costs required for the preparation and submission of an RFB response shall be borne by the Bidder.
6. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), GSNR will be entitled to civil remedies set forth in the California False Claim Act.
7. Responses shall remain open to acceptance and are irrevocable for a period of 90 days. Notwithstanding the foregoing, Bidders may withdraw responses at any time prior to the submission deadline and may thereafter submit a new or modified response prior to that same deadline. Modifications offered in any other manner, oral or written, will not be considered.
8. GSNR reserves the right to reject any or all RFB responses.

E. RESPONSE FORMAT

Bidders must submit a completed response packet using the form in Exhibit A. Bidders shall not modify any part of the form or qualify their RFB responses. Bidders shall not submit to GSNR a re-typed or otherwise re-created version of these documents or any other GSNR provided document.

F. CONFIDENTIALITY

All submissions, including all supporting documentation, become public after contracts are awarded. Submissions will not be released to any other bidder or any member of the public prior to the contract award date.

GSNR will not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law, as determined by GSNR in its sole discretion. A blanket statement of confidentiality or the marking of each page of the response as confidential will not be deemed sufficient notice of exception. Bidders must specifically label only those provisions of their respective response which are "confidential," "trade secret," or "proprietary" in nature.

In the event GSNR is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a response marked "confidential," "trade secret," or "proprietary," Bidder agrees to defend and indemnify GSNR from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

Bidders should be aware that marking a document "confidential," "proprietary," or "trade secret" in their response packet may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record unless a court has ordered GSNR not to release the document. The content of all working papers and discussions relating to any proposal shall be held in confidence indefinitely, unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement, or the evaluation of the proposal.

Any disclosure of confidential information by a bidder is a basis for rejecting the bidder's proposal and ruling the bidder ineligible to further participate.

G. RESPONSE PREPARATION COSTS

GSNR is not liable for any cost incurred by a respondent associated with the preparation of their Response nor the negotiation of a contract prior to the issuing of the contract.

EXHIBIT A - RFB RESPONSE PACKET

GUIDELINES:

As described in Section IV, bidders are required to submit one (1) RFB response containing this RFB Response Packet (Exhibit A) in its entirety, including all additional required documentation as described in the Required Documentation and Submittals. This guidelines page need not be included in the response packet.

Bidders that do not comply with the requirements, and/or submit an incomplete RFB response may be subject to disqualification and their RFB response rejected in total.

If bidders make any clarifications and/or amendments, or take exception to any part of this RFB, these must be submitted in the exceptions, clarifications, and amendments section. GSNR, at its sole discretion, may accept amendments/exceptions, or may deem them to be unacceptable, thereby rendering the RFB response disqualified.

BIDDER RESPONSE

REQUEST FOR BID 2026-02-GSNR-MNF
for
HAMMERHORN DECK REMOVAL PROJECT

To: Golden State Natural Resources

From: _____
(Legal name of entity submitting bid)

Bid Packet Checklist

- ☐ Bidder Information and Acceptance
- ☐ Bidder Information
- ☐ Proposal Bid Sheet

By signing below, I certify that I am authorized to submit this bid and bind my entity to provide the services specified herein, as described in this bidder response and in accordance with all components of this bid packet, and that I will perform these services. I understand that this bid is irrevocable for 90 days. I agree that if awarded this bid I will execute a contract on a form prescribed by GSNR.

Signed: _____

Title: _____

Date: _____

BIDDER ACCEPTANCE

1. The undersigned declares that all RFB documents, including, without limitation, the RFB, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFB documents of RFB No. 2026-02-GSNR-MNF.
3. The undersigned acknowledges acceptance of all addenda related to this RFB. List Addenda for this RFB on the line below:

Addendum #	Date

4. The undersigned hereby certifies to GSNR that all representations, certifications, and statements made by the Bidder, as set forth in this RFB Response Packet and attachments, are true and correct and are made under penalty of perjury pursuant to the laws of California.
5. The undersigned acknowledges that the Bidder is, and will be, in good standing in the State of California, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFB and associated RFB documents.
6. It is the responsibility of each Bidder to be familiar with all of the specifications, terms, and conditions, and the site condition. By the submission of an RFB response, the Bidder certifies that if awarded a contract it will make no claim against GSNR based upon ignorance of conditions or misunderstanding of the specifications.
7. Patent indemnity: Contractors who do business with GSNR shall hold GSNR, its Directors, officers, agents, and employees harmless from liability of any nature or kind, including cost and expenses for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with the contract or purchase order.
8. Insurance certificates are not required at the time of submission. However, by signing Exhibit A – RFB Response Packet, the Bidder agrees to meet the minimum insurance requirements stated in the RFB. This documentation must be provided to GSNR prior to execution of an agreement by GSNR and shall include an insurance certificate which meets the minimum insurance requirements, as stated in the RFB.
9. The undersigned Bidder hereby submits this RFB response and binds itself to GSNR. The RFB, subsequent Addenda, Bidders Response Packet, and any attachments, shall be used to form the basis of a Contract, which once executed shall take precedence.

Initials: _____ Date: _____

BIDDER INFORMATION

Name of Bidder: _____

Street Address: _____

Webpage: _____

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Limited Liability Partnership

☐ Joint Venture

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other _____

Jurisdiction of Organization Structure: _____

Date of Organization Structure: _____

Federal Tax Identification Number: _____

Primary Contact Information:

Name and Title: _____

Phone: _____ Fax: _____

Direct email: _____

Proposal Bid Form

Cost shall be submitted on this Bid Form as is. No alternations or changes of any kind on the Proposed Bid Form are permitted; RFB responses that do not comply may be subject to rejection in total. The bid quoted below shall be the cost GSNR will pay for the term of any contract that is the result of this RFB process. Quantities listed herein are an estimated quantity based on GSNR volume estimates and are not to be construed as guarantees. Under no circumstances shall the Contractor be required or authorized to remove more than **6,352 Green Tons (GT)** under this Agreement without written authorization from GSNR.

Stewardship Work Items

For all of the following groupings of timber, Bidder shall retrieve the entire volume from its current location, chip on site if desired, remove, and haul to a separate location identified below. Both the bid amount for particular groupings as well as the destination of each particular grouping are binding components of this bid. Bidder must deliver the timber at the price quoted to the destination stated.

The Bidder's proposed price per Green Ton (GT) shall be deemed to include all labor, equipment use, supervision, mobilization, transportation, loading, unloading, traffic control, operational compliance measures, and all other costs necessary to fully perform the work described in this RFB. This includes compliance with all applicable requirements contained within Exhibits B, C, D, E, F, and H. **No separate payment shall be made for these associated stewardship, road maintenance, environmental protection, or operational compliance activities.**

Bidders will not be charged surface replacement or slash disposal fees. However, the required payment of \$0.10 per Green Ton due to the Forest Service is not waived.

Timber location (per map at Exhibit G)	Volume/Quantity, Green Tons (GT)	Bid: \$ per GT	Destination
See Exhibit G, Map 1, Page. XX	6,352		

(This table may be continued or replicated on a separate sheet if necessary.)

Additional detail (use additional sheets if necessary):

[illegible]

EXHIBIT B - INSURANCE REQUIREMENTS

Insurance certificates are not required at the time of submission; however, by submitting a bid, the Bidder agrees to meet the minimum insurance requirements stated in this RFB. This documentation must be provided to GSNR upon contract award and before work begins.

The following are the minimum insurance limits to be held by Contractor.

INDEMNIFICATION AND INSURANCE

Indemnification

Contractor expressly agrees to defend, indemnify, and hold harmless GSNR and its Directors, officers, agents, and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from Contractor's, its associates', employees', subcontractors', or other agents' negligent acts, errors or omissions, or willful misconduct, in the operation and/or performance under this Agreement.

Insurance Requirements

Contractor shall take out and maintain during the life of the Agreement all the insurance required in this section, and if requested shall submit certificates for review and approval by GSNR. The certificates shall be on forms approved by GSNR. Acceptance of the certificates shall not relieve Contractor of any of the insurance requirements, nor decrease the liability of Contractor. GSNR reserves the right to require Contractor to provide insurance policies for review by GSNR.

The Notice to Proceed shall not be issued, and Contractor shall not commence work until such insurance has been approved by GSNR.

Contractor shall require any subcontractor to obtain and provide evidence of equivalent Insurance at the same levels and with the same requirements as that of Contractor.

Workers Compensation Insurance

Contractor shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, GSNR will accept a Self-Insured Certificate from the State of California.

Workers Compensation Insurance must be in amounts not less than:

- \$1,000,000 for each accident for bodily injury by accident
- \$1,000,000 policy limit for bodily injury by disease
- \$1,000,000 for each employee for bodily injury by disease

Coverage shall contain a waiver of subrogation in favor of GSNR and the Forest Service.

Commercial General Liability Insurance

Contractor shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If Contractor elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, Contractor is required to notify GSNR immediately. Any request to self-insure must first be approved by GSNR before the changed terms are accepted. Contractor shall require any subcontractor to provide evidence of liability

insurance coverages.

The amounts of insurance shall be not less than the following:

- \$1,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.
- \$1,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.
- \$5,000,000 – Umbrella or Excessive Liability. This policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The required umbrella liability limits are separate from and in addition to the required general liability limits. The umbrella or excess policies shall not contain exclusions barring follow-form coverage for required coverages in this specification.

The following coverages or endorsements must be included in the policy(ies):

1. GSNR, the Forest Service, and their Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
2. The coverage is Primary and non-contributory to any other applicable insurance carried by GSNR or the Forest Service.
3. The policy(ies) covers contractual liability.
4. The policy(ies) is written on an occurrence basis.
5. The policy(ies) covers GSNR's Property in Contractor's care, custody, and control.
6. The policy(ies) covers personal injury (libel, slander, and wrongful entry and eviction) liability.
7. The policy(ies) covers explosion, collapse, and underground hazards, fire suppression expense, property damage to forest land due to fire, and property damage to non-owned automobiles and equipment due to fire.
8. The policy(ies) covers products and completed operations.
9. The policy(ies) covers the use of owned, non-owned, and hired automobiles.
10. The policy(ies) will not be cancelled nor the above coverages/endorsements reduced without 30 days written notice to GSNR at the address above.

EXHIBIT C - GENERAL REQUIREMENTS

1. DEFINITIONS

The following terms shall be given the meaning shown, unless context requires otherwise, or a unique meaning is otherwise specified.

- “GSNR” means Golden State Natural Resources, its employees acting within the scope of their authority, and its authorized representatives.
- “Change Order” means a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by GSNR. An executed Change Order is a Change Order signed by both GSNR and the Contractor.
- “Contract” means the agreement between GSNR and Contractor as memorialized in the Contract Document.
- “Business Entity” means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- “Buyer” means GSNR’s authorized contracting official.
- “Contract Documents” mean the entire agreement between GSNR and the Contractor including the executed contract, any purchase order, the RFB and all contents of the bid packet, the response packet, and any addenda, appendices, and GSNR approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor’s proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied, or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- “Contractor” means the entity with whom GSNR enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, or other similar term.
- “Day” means a calendar day, measured from midnight to the next midnight, unless otherwise specified.
- “Goods” means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- “Project Manager” means GSNR’s designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor’s performance under the Contract with GSNR, and for liaison and coordination between GSNR and Contractor.
- “Work” means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor’s obligations as required in the Contract Documents.
- “Work Day” means all days of the year except Saturdays, Sundays, and GSNR holidays, unless otherwise specified.

2. CONTRACTOR’S FINANCIAL OBLIGATION

The Contractor shall promptly make payments to all persons supplying labor and materials used in the execution of the contract.

3. MATERIAL AND WORKMANSHIP

All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with

the work. The Project Manager may, by appropriate instructions, correct errors and omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.

All work must be satisfactory as determined by the Project Manager. Work not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

4. DEFECTIVE WORK

Contractor shall replace at its own expense any part of the work that has been improperly executed, as determined by the Project Manager. If Contractor refuses or neglects to replace such defective work it may be replaced by GSNR at the expense of the Contractor, and its sureties shall be liable, therefore.

5. SAFETY AND ACCIDENT PREVENTION

In performing work under the Contract, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as GSNR may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract or Contractor's right to preclude in accordance with the default provisions of the Contract Documents.

6. CHARACTER OF WORKFORCE

The Contractor shall employ none but skilled competent qualified personnel to perform the Work and shall maintain discipline and order in the conduct of the Work at all times.

7. EMPLOYMENT OF APPRENTICES

In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.

In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

8. CHANGES

Changes in the Work can only be made in writing signed by an authorized employee of GSNR. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.

GSNR reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work

contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.

Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor's proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor's proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor's proposal is not accepted by the Project Manager.

If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of GSNR or of separate contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice, and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and GSNR will be released from all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.

The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined, and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

9. EFFECT OF EXTENSIONS OF TIME

The granting, or acceptance, of extensions of time to complete the Work or furnish the labor, supplies, materials or equipment, or any one of the, will not operate as a release of Contractor or the surety on Contractor's faithful performance bond.

10. DELAYS

The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately notify the Project Manager of the probability or the actual occurrence of a delay, and its cause. With respect to all delays (compensable, excusable or inexcusable), the Contractor shall reschedule the Work and revise its operations, to the extent possible, to mitigate the effects of the delay. Within 15 days from the beginning of a delay the Contractor shall provide the Project Manager with a detailed written description of the delay, its cause, its impact and the Contractor's mitigation plans. Failure to provide the notification required above waives the Contractor's right to any additional time or compensation resulting from the delay for whatever cause. The Project Manager will investigate the facts and ascertain the extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract. The extent of the delay, and the Project Manager's findings thereon shall be final and conclusive, except in the case of gross error. An extension of time must be approved by the Project Manager to be effective, but an extension of time, whether with or without consent of the sureties, shall not release the sureties from their obligations, which shall remain in full force until the discharge of the contract.

For inexcusable delays (delays caused by circumstances within the Contractor's control, the control of its subcontractors or supplies of any tier, or within the scope of the Contractor's contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.

For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and GSNR, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).

For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by GSNR or by causes within the exclusive control of GSNR, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor's actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.

For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in

the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

- One or more of the concurrent delays are excusable or compensable, then the period of concurrent delay will be treated as an excusable delay; and
- All of the concurrent delays are inexcusable, then the period of concurrent delay will be inexcusable.

11. TERMINATION

Termination by GSNR for Cause

GSNR may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:

- The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
- The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.
- A receiver is appointed to take charge of the Contractor's property.
- The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
- The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
- The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or GSNR.
- The Contractor changes the destination of timber identified in its bid response.
- The Contractor fails to provide GSNR with a written plan to cure a GSNR identified default within five business days after GSNR's request for a plan to cure; GSNR does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
- The Contractor abandons the Work. Abandonment is conclusively presumed when GSNR requests a written plan to cure a default and the Contractor does not submit the plan within five business days of GSNR's request.
- The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
- The Contractor is in default of any other material obligation under the Contract Documents.

If any of the above events occur, GSNR may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to GSNR within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

Upon any of the occurrences described above, GSNR may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method GSNR may deem expedient. If requested by GSNR, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, GSNR may remove or store, and after 90 days sell, any of the same at the Contractor's expense.

No termination or action taken by GSNR after termination shall prejudice any other rights or remedies of GSNR provided by law or by the Contract Documents.

Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience as described below.

Termination by GSNR for Convenience

GSNR may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, GSNR shall pay the Contractor as set forth below.

Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

- Immediately discontinue its performance of the Contract to the extent specified in the notice.
- Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
- Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
- Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.

Upon such termination for convenience, GSNR will pay to the Contractor the sum of the following:

- The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
- Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
- Any proven losses with respect to materials and equipment directly resulting from the termination.
- Reasonable demobilization costs.

The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.

Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations described herein, as to bona fide obligations assumed by the Contractor prior to the date of termination.

Force Majeure: If the contract is suspended or terminated by GSNR because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

12. DAMAGES

All losses or damages to material or equipment to be furnished pursuant to the Contract Documents occurring prior to receipt and final acceptance of the Work shall be sustained by the Contractor. The Contractor shall sustain all losses arising from unforeseen obstructions or difficulties, either natural or artificial, encountered in the prosecution of the Work, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents.

13. ORDER OF PRECEDENCE

In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.

1. The executed contract between GSNR and the Contractor.
2. Approved Change Orders
3. Sale Area Map (Exhibit G)
4. Addenda
5. RFB, including all exhibits
6. The Stewardship Agreement between GSNR and the Forest Service
7. Contractor's Response Packet

14. INDEMNIFICATION/RESPONSIBILITY

Contractor shall indemnify, keep and save harmless GSNR and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

- Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
- Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against GSNR or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.

This indemnification shall survive termination or expiration of the Contract.

15. PROHIBITION OF ASSIGNMENT

The Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties or obligations under this Contract.

16. NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to GSNR, or use any logos, images, or photographs of GSNR for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without GSNR's prior written consent. Such written consent shall not be required for the inclusion of GSNR's name on a customer list.

17. TRANSFER OF INTEREST

Contractor shall not assign, transfer or otherwise substitute its interest in the Contract or any of the contract obligations without prior written consent from GSNR.

18. SEVERABILITY

Should any part of the Contract be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Contract, which shall continue in full force and effect, provided that the remainder of the Contract can be interpreted to give effect to the intentions of the parties.

19. COVENANT AGAINST GRATUITIES

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of GSNR with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, GSNR shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by GSNR in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of GSNR provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

20. RIGHTS AND REMEDIES OF GSNR

The rights and remedies of GSNR provided herein shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

21. WAIVER OF RIGHTS

Any action or inaction by GSNR or the failure of GSNR on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by GSNR of its rights and shall not prevent GSNR from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that GSNR may have at law or in equity.

22. CONFIDENTIAL INFORMATION

Contractor agrees to maintain in confidence and not disclose to any person or entity, without

GSNR's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of GSNR. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.

EXHIBIT D - TIMBER REMOVAL SPECIFICATIONS

The following clarifies Contractor's responsibilities with respect to Appendix F of the Stewardship Agreement. The provisions herein shall have precedence over any conflicting provisions of Appendix F of the Stewardship Agreement insofar as they relate to Contractor.

F10 - Roads.

Contractor shall maintain system roads in accordance with the following Road Maintenance Requirements:

Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		T-800	T-802	T-803	T-804	T-806	T-809				
M21	M1	M2	8.6	P	P	P	P	P	P				
M2	M21	M4	10.8	P	P	P	P	P	P				
M4	M2	TEH 55	19.9	P	P	P	P	P	P				
M1	M21	FH-7	18.8	P	P	P	P	P	P				
M1	M21	22N39	8	P	P	P	P	P	P				
22N39	M1	M2	3.95	P	P	P	P	P	P				
M2	22N39	M4	3.2	P	P	P	P	P	P				
FH-7	M1	GLE 306	52.9	R3	R3	R3	R3	R3	R3				
TEH 55	M4	TEH 56	14.4	R3	R3	R3	R3	R3	R3				

P = Partner Performance Item, D = Deposit to Forest Service, R3 = Third Party Requirement (County),
O = Optional

- M4 NFS Road is pavement for the last 4.75 miles to the junction of the TEH 55 road junction.
- The TEH 55 road will require maintenance specifications per Tehama County. Road is pavement from the Junction of the M4 to the junction of TEH 56.
- FH-7 is administered by Mendocino and Glenn Counties. Road specifications per Mendocino and Glenn Counties.

National Forest water supply locations, access, method of filling trucks, period of water availability and procedures designed to maintain water quality at each location shall be agreed in advance of use. Waterholes and other improvements relating to said water supplies shall be put into condition, prior to expected seasonal periods of precipitation runoff, to avoid resource damage. Water source preparation requires contracting officer approval before use.

F14 – Title Passage.

All right, title, and interest in and to any included timber shall remain with the Forest Service until it has been removed from the Stewardship Project Boundary, scaled, and paid for, at which time

title shall then vest with the Contractor. Title to any included timber that has been measured and paid for, but not removed from the Stewardship Area by the Contractor, on or after the termination date shall remain with the Forest Service.

F15 – Liability

Liability for Loss. If Included Timber is destroyed or damaged by an unexpected event that significantly changes the nature of Included Timber, such as fire, wind, flood, insects, disease, or similar cause, the party holding title shall bear the timber value loss resulting from such destruction or damage; except that such losses after removal of timber from the Stewardship Project Area, but before scaling, shall be borne by the Contractor at current rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event.

In the event Included Timber to which Forest Service holds title is destroyed, the Contractor will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, the Forest Service shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current rates in effect at the time of the value loss shall be adjusted by differences to become the redetermined rates. There shall be no obligation for the Forest Service to supply, or for the Contractor to accept and pay for, other timber in lieu of that which is destroyed or damaged. This Subsection shall not be construed to relieve either party of liability for negligence.

Limited Liability for Operations Fires.

Maximum Amount of Contractor's Obligation per Operation's Fire. Entry should be determined as follows and rounded up to the nearest \$100. The minimum amount will be \$1,000.00. If State statute or law defines limited liability, use that determination (e.g., Oregon), otherwise calculate the amount using the following formula:

$[(1) \times (2) + (3) \times (4)] \times (5) = \text{Maximum Amount of Contractor's Obligation per Operations Fire.}$
Round up to the next \$100.

(1) Equals the number of workers normally required to operate the size of proposed project.
2 Workers

(2) Equals the daily (12 hour) wage rate for semi-skilled (AD-1) firefighter.
\$29.13/Hr. x 12 hours = \$349.56

(3) Equals the number of pieces of equipment normally required to operate the size of proposed project that can effectively cut and clear fire lines.
1 Piece of equipment

(4) Average daily rate for each piece of equipment, including cost of operator, from current local engineering cost guide.
\$158.25/Hr. x 12 hours = \$1,899.00/12hr.

(5) Equals the number of days normally required to control and mop up such fires to a point where control lines can reasonably be expected to hold under foreseeable conditions. Minimum is one day and maximum is 10.
2 days

Contractor's Obligation per Operations Fire, Maximum Amount: \$5,200

EXHIBIT E - GUIDELINES FOR OPERATIONS

The following clarifies, supplements, and modifies Contractor's responsibilities with respect to Appendix G of the Stewardship Agreement. The provisions herein shall have precedence over any conflicting provisions of Appendix G of the Stewardship Agreement insofar as they relate to Contractor.

Applicability to Contractor. Various provisions of the Stewardship Agreement require GSNR to do or not do certain actions or activities. To the extent that those provisions apply to scope of and tasks described within this contract, those provisions shall be deemed to apply to and be binding on Contractor.

Example:

Appendix G, Paragraph 4, of the Stewardship Agreement states as follows:

Protection of Residual Trees. **GSNR's** operations shall not unnecessarily damage young growth or other trees to be reserved. (Emphasis added.)

For the purposes of this contract, this paragraph shall be deemed to read as follows:

Protection of Residual Trees. **Contractor's** operations shall not unnecessarily damage young growth or other trees to be reserved. (Emphasis added.)

Protection of Improvements Not Owned by Forest Service. Contractor will notify all utility companies, or other parties affected, and make arrangements for all necessary adjustments of the public utility fixtures, pipelines, and other appurtenances likely to be affected by the Contractor's Operations. When Contractor's Operations are adjacent to properties of railway, telephone, or power companies, or other property, work shall not begin until Contractor has identified actions necessary to prevent damage. In the event of interruption to utility services because of accidental breakage or as a result of lines being exposed or unsupported, Contractor shall promptly notify the proper authority and shall cooperate with that authority in the restoration of service until the service is restored. When materials are to be hauled across the tracks of any railway, Contractor will make arrangements with the railroad for the use of any existing crossings. All construction work to be performed by Contractor on the railroad right-of-way shall not damage railroad company's property.

Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources.

1. Areas, known by Forest Service needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are identified on the ground and/or shown on the sale area Map, and shall be treated as follows:
 - a. Unless agreed otherwise, wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, tractor roads, or skid trails.
 - b. Contractor shall immediately notify the Forest Service if its operations disturb or damage any area identified as needing special protection and shall immediately halt its operations in the vicinity of such areas until the Forest Service authorizes continued operations. In the event that Contractor's operations disturb or damage an area identified as needing special protection, then Contractor shall reimburse

the Forest Service for the full cost and expense of any evaluative and remedial measures undertaken by the Forest Service in connection with such disturbance or damage. Such payment shall not relieve Contractor from civil or criminal liability under applicable law.

2. Nothing contained herein shall establish, or be deemed to establish, any express or implied warranty on the part of the Forest Service (i) that the Forest service has identified all areas within the Sale Area requiring special protection, or (ii) that measures prescribed by the Forest Service for protection of such areas are adequate.
3. Additional areas needing special measures for protection may be discovered or Identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal list of protected species. In such event, Forest Service may delay or interrupt Contractor's operations, under this agreement, and or modify this agreement.
4. Discovery, by either Contractor or the Forest Service, of additional areas needing special protection shall be promptly reported to the other party.

Cultural Resource Protection Measures: All sites are shown on the Cultural Resource Working Map. Not all sites are shown on the Stewardship Project Area map. Areas are identified on the ground with red and black striped flagging. Any operations within these areas must meet specific resource protection measures as identified for each individual sites. Trees adjacent to the flagged boundaries " will be removed in such a manner that there is no disturbance to the site.

Load Weight. By agreement with the Mendocino Forest Supervisor and Contracting Officer, GSNR may accept 23 Green Tons (GT) per load as a weight proxy.

To support continued validation of this proxy, Contractor shall submit, with each monthly invoice:

- At least one certified scale ticket representative of loads included within that invoice period whenever reasonably available; or
- If certified scales are unavailable, any available documentation demonstrating truck weights or payloads for loads hauled during the invoice period.

GSNR reserves the right, after consultation with the Forest Service, to modify the approved load weight proxy if available documentation demonstrates that the average payload differs materially from the assumed 23 GT per load.

Product Removal Permits. U.S. Forest Service Special Load Count Product Removal Permits will be issued for loads hauled under this Contract. Product Removal Permits shall be completed by an assigned individual at the landing in accordance with the instructions contained in the Product Removal Permit Book. The truck driver shall sign for each load and is responsible for ensuring that the Product Removal Permit is properly attached to the load prior to removal from the loading area and remains attached until the load is accounted for at the final delivery point.

For van loads, the Product Removal Permit shall be stapled to a piece of wood or similar material attached to the lower front of the van on the driver's side. If a loaded truck is staged within the Stewardship Project Area or at another approved location prior to delivery, the driver shall record the removal date and sign the attached ticket prior to moving the load, consistent with the instructions contained in the Product Removal Permit Book.

All load-count locations shall be final delivery points unless otherwise agreed to in writing by GSNR and the Forest Service. Where a location other than the final delivery point is approved, the load portion of the Product Removal Permit shall remain attached to the load until it reaches the final delivery point.

Contractor shall provide GSNR with an electronic scan or legible copy of each Product Removal Permit associated with loads included in each monthly invoice. The appropriate Forest Service portion of each Product Removal Permit shall be returned daily to:

Mendocino National Forest Supervisor's Office
825 N. Humboldt Avenue
Willows, CA 95988

Contractor shall maintain accurate load documentation sufficient to reconcile each invoiced load with its corresponding Product Removal Permit and applicable weight documentation.

Fire Control. Contractor shall, both independently and in cooperation with GSNR and the Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from the Contractor's Operations and to suppress any forest fire on Stewardship Project Area. Contractor's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Contractors' disposal on Stewardship Project Area or within the distance of Stewardship Project Area: *Initial fire suppression within 25 road miles, and fire suppression re-enforcement within 100 road miles.*

Project Activity Level (PAL) Fire Plan. Contractor shall comply with all applicable requirements of the *Project Activity Level (PAL) Fire Plan for Construction and Service Contracts*, attached hereto as **EXHIBIT H** and incorporated herein by reference. Contractor shall be responsible for monitoring and complying with the applicable Project Activity Level and all associated operating restrictions, fire prevention measures, equipment requirements, patrol requirements, and shutdown or curtailment requirements throughout performance of the Work. In the event of a conflict between Contractor's planned operations and an applicable PAL restriction, the PAL Fire Plan and direction of the Forest Service shall govern.

Piling and or decking residual slash for Forest Service burning or disposal

Purchaser shall pile, scatter, yard, construct fire lines or otherwise treat slash defined in specifications below, within designated areas. Work of Purchaser shall be in accordance with the following slash plan and specifications, and the Project Area Map.

Vegetative debris larger than 1 inch in diameter outside bark and 3 feet long resulting from Purchaser's Operations, other than Construction Slash, is Logging Slash. Measures to be taken by Purchaser for treatment of Logging Slash are set forth below unless otherwise agreed in writing.

Forest service and Purchaser shall jointly develop schedule for completion of slash treatment on the various portions of Sale Area prior to Purchaser's Operations.

Removing may be substituted for treatment of any other specified method. By agreement in writing, certain slash may be left for fuelwood. When the specified treatment is by a combination of methods, Logging Slash not treated by one of the methods shall be treated by the other(s).

Piling Specifications. All piles shall be reasonably compact and free of soil to facilitate burning and shall be constructed of such size and at such distance from trees so that burning shall not result in unnecessary damage to residual timber. Such Logging Slash shall be bucked into lengths not exceeding ten feet prior to piling. Piles shall be located a distance of at least twice their height in feet from the outer edge of tree crowns or snags. Piles shall be no less than four feet in height or greater than 10 feet in height. Material extending three feet or more outside the edge of a pile shall be trimmed. An eight-foot fuel break shall be cleared of all but fine material around each Machine Pile and an 18-inch wide Fireline shall be cleared to mineral soil around the outer ring of the fuel break. For hand piles, Purchaser shall construct a Fireline cleared to mineral soil and at least 3 feet wide around each pile. In areas where there is a potential for burning material to roll, fire lines, including those for Machine Piles, shall be trenched on the downhill side of each pile to adequately prevent material from crossing fire lines. Trenches shall be constructed by hand unless otherwise agreed. **The slash treatment, piling, and landing cleanup requirements contained in this section apply only to landings, as defined in Section II of this RFB, unless otherwise directed by GSNR and the Forest Service.**

EXHIBIT F - ROAD MAINTENANCE T-SPECIFICATIONS

In addition to any requirements stated in the Stewardship Agreement, Contractor shall comply with all of the following T-Specifications related to Road Maintenance.

Contractor will be responsible for doing all pre-and post-haul road maintenance with no compensation from the Forest Service.

Hammerhorn Decks		Road Maintenance T-Specifications
T-Spec Number	Applicable Items	Specifications Title
T-800	X	Definitions
T-801		Slide and Slump Repair
T-802	X	Ditch Cleaning – As needed
T-803	X	Surfacing Blading – project area
T-804	X	Surfacing Repair – if damage in haul
T-805	X	Road Grading – haul route as needed
T-806	X	Dust Abatement
T-807		Roadway Vegetation
T-808		Miscellaneous Structures
T-809	X	Waterbars – in project area
T-810		Barriers
T-811		Surface Treatment

DEFINITIONS

Wherever the following terms or pronouns are used in Specifications T-801 through T-807, the intent and meaning shall be interpreted as follows:

800-1.1 - Agreement. Maintenance projects require a mutually acceptable method to resolve the problems which arise when incompatible situations arise between drawings and specifications and actual conditions on the ground to allow orderly and satisfactory progress of the maintenance.

These specifications have been developed in anticipation of those problem areas and have provided that such changes will be by agreement.

It is intended that drawings and specifications will govern unless "on-the-ground" conditions warrant otherwise, when specifications call for "agreement", "agreed", or "approval" such agreement or approval shall be promptly confirmed in writing.

800-1.2 - Annual Road Maintenance Plan. A plan prepared by various users of one or several roads. The plan is an Agreement on maintenance responsibilities to be performed for the coming year.

800-1.3 - Base Course. Material used to reinforce subgrade or, as shown on drawings, placed on subgrade to distribute wheel loads.

800-1.4 - Berm. Curb or dike constructed to prevent roadway runoff water from discharging onto embankment slope.

800-1.5 - Borrow. Select material taken from designated borrow sites.

800-1.6 - Crown, Inslope, and Outslope. The cross slope of the traveled way to aid in drainage and traffic maneuverability.

800-1.7 - Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the traveled way.

800-1.8 - Drainage Dip. A dip in the traveled way which intercepts surface runoff and diverts the water off the traveled way. A drainage dip does not block the movement of traffic.

800-1.9 - Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including Inslope, overside drains, aprons, flumes, downdrains, downpipes, and the like.

800-1.10 - Dust Abatement Plan. A table which lists the road, dust palliative, application rates, and estimated number of subsequent applications.

800-1.11 - Lead-off Ditches. A ditch used to transmit water from a drainage structure or drainage dip outlet to the natural drainage area.

800-1.12 - Material. Any substances specified for use in the performance of the work.

800-1.13 - Prehaul Maintenance. Road maintenance work which must be accomplished to maintain the roads to a satisfactory condition commensurate with the partner's use, provided the partner's operations do not damage improvements under G.2.2 or National Forest resources and hauling can be done safely. This work will be shown in the Annual Road Maintenance Plan.

Prehaul Maintenance work the partner elects to perform will be in compliance with the Road Maintenance T-Specifications.

800-1.14 - Roadbed. The portion of a road between the intersection of Subgrade and sideslopes, excluding that portion of the ditch below Subgrade.

800-1.15 - Road Maintenance Plan. A table which shows applicable road maintenance specifications to be performed by partner on specific roads.

800-1.16 - Roadside. A general term denoting the area adjoining the outer edge of the roadway.

800-1.17 - Roadway. The portion of a road within the limits of excavation and embankment.

800-1.18 - Shoulder. That portion of roadway contiguous with traveled way for accommodation of stopped vehicles, for emergency use, and lateral support of base and surface course, if any.

800-1.19 - Slide. A concentrated deposit of materials from above or on backslope extending

onto the traveled way or shoulders, whether caused by mass land movements or accumulated raveling.

800-1.20 - Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does not encroach on the traveled way so as to block passage of traffic.

800-1.21 - Slump. A localized portion of the roadbed which has slipped or otherwise become lower than that of the adjacent roadbed and constitutes a hazard to traffic.

800-1.22 - Special Project Specifications. Specifications which detail conditions and requirements peculiar to the individual project.

800-1.23 - Subgrade. Top surface of roadbed upon which base course or surface course is constructed. For roads without base course or surface course, that portion of roadbed prepared as the finished wearing surface.

800-1.24 - Surface Course. The material placed on base course or subgrade primarily to resist abrasion and the effects of climate. Surface course may be referred to as surfacing.

800-1.25 - Surface Treatment Plan. A table which lists the roads and surface treatments to be applied.

800-1.26 - Traveled Way. That portion of roadway, excluding shoulders, used for the movement of vehicles.

800-1.27 - Turnouts. That portion of the traveled way constructed as additional width on single lane roads to allow for safe passing of vehicles.

800-1.28 - Water Source. A place designated on the road maintenance map for acquiring water for road maintenance purposes.

800-1.29 - Waterbar. A dip in the roadbed which intercepts surface runoff and diverts the water off the roadway. A waterbar is not designed to be traversable by logging trucks.

803-01 Snow Removal. Removal of snow from roads to facilitate logging operations and safe use.

SPECIFICATION T-803 SURFACE BLADING

DESCRIPTION

1.1 Surface blading is keeping a native or aggregate Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, Inslope or Outslope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches.

REQUIREMENTS

3.1 Surface blading shall be performed before, during, and after Partner's use as often as

necessary to facilitate traffic and proper drainage.

The surface blading shall preserve the existing cross-section. Surface irregularities shall be eliminated and the surface left in a free-draining state and to a smoothness needed to facilitate traffic. Surface Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to prevent the loss of surface Material and to provide for a thorough mixing of the Material being worked.

3.2 Water, taken from Water Sources designated on Contract Area Map, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface Material.

3.3 On native surfaced roads, Material generated from backslope Sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.

3.4 Roadway backslopes or Berms shall not be undercut, nor shall new Berms be established unless agreed otherwise. Berms shall be repaired by placing Material, as needed to restore the Berm, to reasonably blend with existing line, grade, and cross-section.

3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to reasonably blend with existing line, grade, and cross-section.

3.6 Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.

3.7 Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. Unless otherwise designated by the Forest Service, the oversized Material shall be disposed of by sidecasting. Sidecasting into streams, lakes, or water courses will not be permitted.

3.8 Material resulting from work under this specification shall not remain on or in structures, such as Culverts, overside drains, cattleguards, ditches, Drainage Dips, and the like.

3.9 Material resulting from work under this specification, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

SPECIFICATION T-803 - SNOW REMOVAL (05/07)

803.01 Description

This Section provides for removal of snow from roads to facilitate logging operations and safe use.

803.02 Maintenance Requirements

- (1) Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS.
- (2) Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other Forest values.

- (3) Do not undercut banks. Do not blade gravel or other surfacing material off the road.
- (4) Keep roadbed drainage ditches, drain dips, and culverts functional when needed during operations and upon completion of operations.
- (5) Control snow removal to identify the usable traveled way having roadbed support. Reshape over-width plowing as necessary to define the usable width.
- (6) Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.
- (7) Close roads to wheeled vehicles at times and in the manner specified in C(T)5.12 or the Road Rules document.
- (8) Upon seasonal completion of Purchaser's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.
- (9) Remove snow for either public access or project use as established in the SUPPLEMENTAL SPECIFICATIONS and meet the following requirements:
 - (a) Removal for Public Access (Method JU) - Remove snow from all of the traveled way, including turnouts, for safe and efficient use for both timber transportation and the public. Remove intruding windfalls, debris, or slough and slide material for the full width of the traveled way and deposit out of drainage's at locations designated by the Contracting Officer.
 - (b) Removal for Project Use (Method TS) - Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at locations designated by the Contracting Officer.
- (10) When directed by the Contracting Officer, replace in kind, within sixty (60) days after the start of Normal Operating Season, any surfacing material which has been bladed off the road, unless otherwise agreed. Contracting Officer will notify Purchaser in writing as to the cubic yard equivalent of bladed off material by the start of the normal operating season.

803.03 Equipment

Purchaser may use any type of equipment to remove snow, providing:

- a. Type or use of equipment is not restricted in C(T)5.12 or Road Rules document.
- b. Equipment is of the size and type commonly used to remove snow and will not cause damage to the road.
- c. The use of plows or dozers to remove snow requires written approval by the Contracting Officer. Equip plows or dozers with shoes or runners to keep the dozer blade a minimum of 2 inches above the road surface unless otherwise approved by the Contractor Officer.

803.04 Ice Control

Ice control may be performed by Purchaser when approved by the Contracting Officer in writing. Such approval will include ice control materials, application rates, and any specific requirements of use.

SPECIFICATION T-806 DUST ABATEMENT

DESCRIPTION

1.1 This work shall consist of preparing Traveled Way and furnishing and applying Materials to abate dust.

MATERIALS

2.1 The roads requiring dust abatement, type of dust abatement Material to be used, the rates of application, and frequency of applications will be shown on Dust Abatement Plan attached to the end of these T-Specifications. The Dust Abatement Plan may be changed by written Agreement.

2.2 Water. The locations of Water Sources are shown on Sale Area Map or Contract Map.

2.3 Dust abatement Materials shall meet the requirements of the following subsections of Forest Service Specifications for Construction of Roads and Bridges or attached Special Project Specifications.

Emulsified Asphalt	702
Blotter Material	703.12
Magnesium or Calcium Chloride Brine	723.01
Calcium Chloride Flake	723.02
Lignin Sulfonate	723.03

2.4 Testing of Materials. Certification and sampling of bituminous Materials lignin sulfonate, and magnesium chloride shall be in accordance with subsections 105.04 or 723.04 of Forest Service Specifications for Construction of Roads and Bridges.

REQUIREMENTS

3.1 General. Dust abatement Materials shall be applied to the road surface as necessary to control road surface loss, provide for road user safety, and minimize damage to adjacent resources.

3.2 Compaction. When the methods listed below specify compaction, Traveled Way shall be compacted by an 8 to 10 ton pneumatic, steel-wheeled or equivalent vibrating roller making 2 passes over the full Traveled Way and Shoulder width, unless compaction is not required on the Dust Abatement Plan. **Please note: No compaction requirements will be required for dust abatement application.**

3.3 Preparation to Dust Abatement Materials Other Than Water. The following applies to all methods of preparation:

Bituminous residue shall be scarified and pulverized to produce loosened Material not exceeding 4 inches in greatest dimension.

Traveled Way shall be bladed in accordance with T-803.

Prior to applying DO-6BA, DO-6PA, or DO-8, the top 2 inches of Traveled Way shall contain not less than 80 percent nor more than 120 percent of optimum moisture as determined by AASHTO

T-99, Method C. Prior to applying other bituminous Material, Traveled Way shall have a moisture content between 1 and 3 percent. If surface dusting prevents the bituminous Material from penetrating, a light application of water shall be applied just prior to applying the

bituminous Material.

Lignin Sulfonate and magnesium chloride shall be applied when the top 1 inch of Traveled Way contains not less than 3 percent moisture, nor more than 120 percent of optimum moisture as determined by AASHTO T-99, Method C.

Moisture content will be determined in accordance with AASHTO T-217 OR T-239.

One or more of the following methods shall be used, as specified in the Dust Abatement Plan.

- Method 1. Compact Traveled Way and apply the dust abatement Material.
- Method 2. Develop a layer of loose Material approximately 1 inch in depth for the full width of Traveled Way. Apply the dust abatement Material to this loose Material and compact after penetration. If traffic makes maintenance of the loose Material difficult, 1 inch of the Material may be bladed into a windrow along the Shoulder. The specified moisture content shall be maintained in the windrow and the top 1 inch of Traveled Way. The windrow shall be bladed to a uniform Material. When the dust abatement Material has penetrated, Traveled Way shall be compacted.
- Method 3. Blade 1 inch of Material from Traveled Way into a windrow along the Shoulder. Maintain the specified moisture content in the windrow and the top inch of Traveled Way. Apply half the dust abatement Material. When the dust abatement Material has penetrated, the windrow shall be bladed to a uniform depth across dust abatement Traveled Way, and the remaining dust abatement Material shall be applied. Traveled Way shall be compacted.
- Method 4. Develop a layer of loose Material approximately 2 inches in depth for the full width of Traveled Way. Apply half the dust abatement Material to the loose Material. Blade the top 2 inches into a windrow along the Shoulder. Apply the remaining dust abatement Material to Traveled Way and the Berm. Spread the Berm evenly across Traveled Way and compact.

3.4 Preparation for Dust Abatement with Water. Traveled Way shall be prepared in accordance with Specification T-803 Surface Blading when required.

3.5 Application Tolerance. Dust abatement Materials other than water shall be applied within 0.05 gallons per square yard of the rate specified.

3.6 Mixing Requirements. DO-6BA, DO-6PA, and DO-8 shall be thoroughly circulated in the distributor within 1 hour of application.

3.7 Weather Limitations. Dust abatement Materials shall not be applied when it is raining.

Bituminous Material shall be applied when the surface temperature of Traveled Way is 50 degrees Fahrenheit or higher.

Lignin sulfonate and magnesium chloride shall be applied when the atmospheric temperature is 40 degrees Fahrenheit or higher.

3.8 Blotter Material. Blotter Material shall be spread in a sufficient quantity to prevent tire pickup.

SPECIFICATION T-807 ROADWAY VEGETATION

DESCRIPTION

1.1 This work consists of cutting and disposing of all vegetative growth, including trees on roadway surfaces and roadsides that reduce sight distance and operational capability of the road within the clearing limits as described in the Road Maintenance Plan.

REQUIREMENTS

3.1 Cut brush, trees and other vegetative matter within the clearing limits to a maximum height of 6 inches above the ground surface or obstruction such as rocks or existing stumps which reduces sight distance, impedes vehicular travel or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed. Timber meeting utilization standards shall be cut in appropriate lengths and decked along the Roadside in locations where the Traveled Way or sight distances will not be impaired.

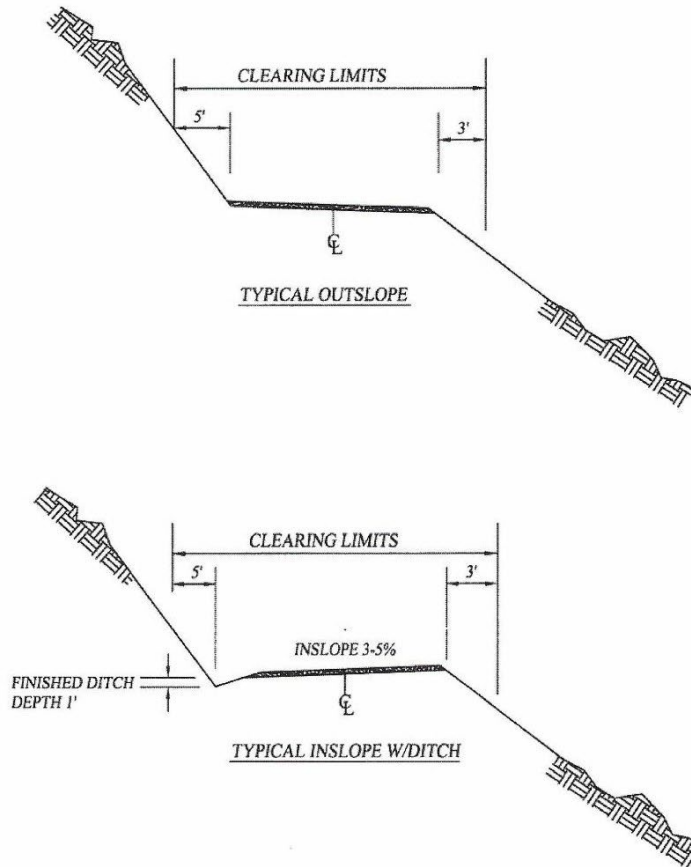
3.2 Any items to remain will be Designated by the Forest Service.

3.3 Trim tree branches that extend over the road surface and shoulders to attain a clear height of 14 feet. When trees are limbed, cut limbs within 4 inches or less of the trunk. If required, remove other branches to present a balanced appearance.

3.4 Work may be performed either by hand or mechanically unless specifically shown in the Road Maintenance Plan. Self-propelled equipment is not allowed on cut and fill slopes or in ditches.

3.5 Vegetative matter and nonmerchantable timber cut from the Clearing Limits shall be treated by the specified method as required by F.9e- Slash Treatment.

T-807 DIAGRAMS AND SPECIFICATIONS FOR ROADWAY VEGETATION



SPECIFICATON T-809 WATERBARS

1.1 This work consists of installing or removing Waterbars in the Roadbed.

REQUIREMENTS

3.1 Waterbars shall be installed on roads shown on Road Maintenance Plan in accordance with the attached drawings and at locations designated or staked on the ground. All Material excavated shall be used in the installation of the Waterbar. Bermed Material shall be compacted by operating heavy equipment over the length and width of the Berm.

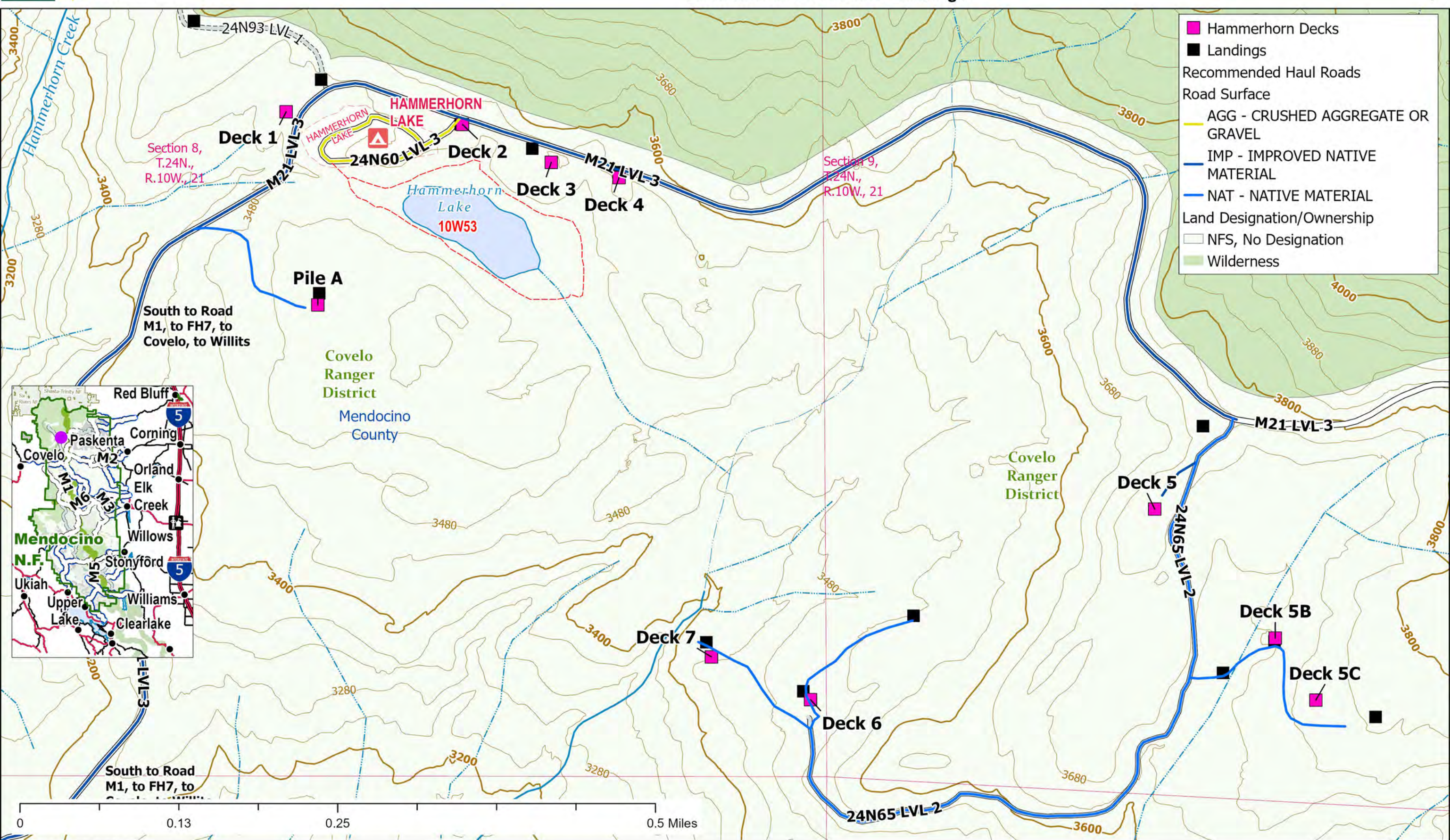
3.2 Waterbars shall be removed on roads shown on Road Maintenance Plan by blading the Berm into the adjacent depression to form a smooth transition along the Traveled Way. The length and width of the fill Material shall be compacted by the equipment performing the work.

3.3 Waterbars may be required to be installed between seasons of use and then removed when haul is resumed. Waterbar installation may also be required when use of a road has been completed.

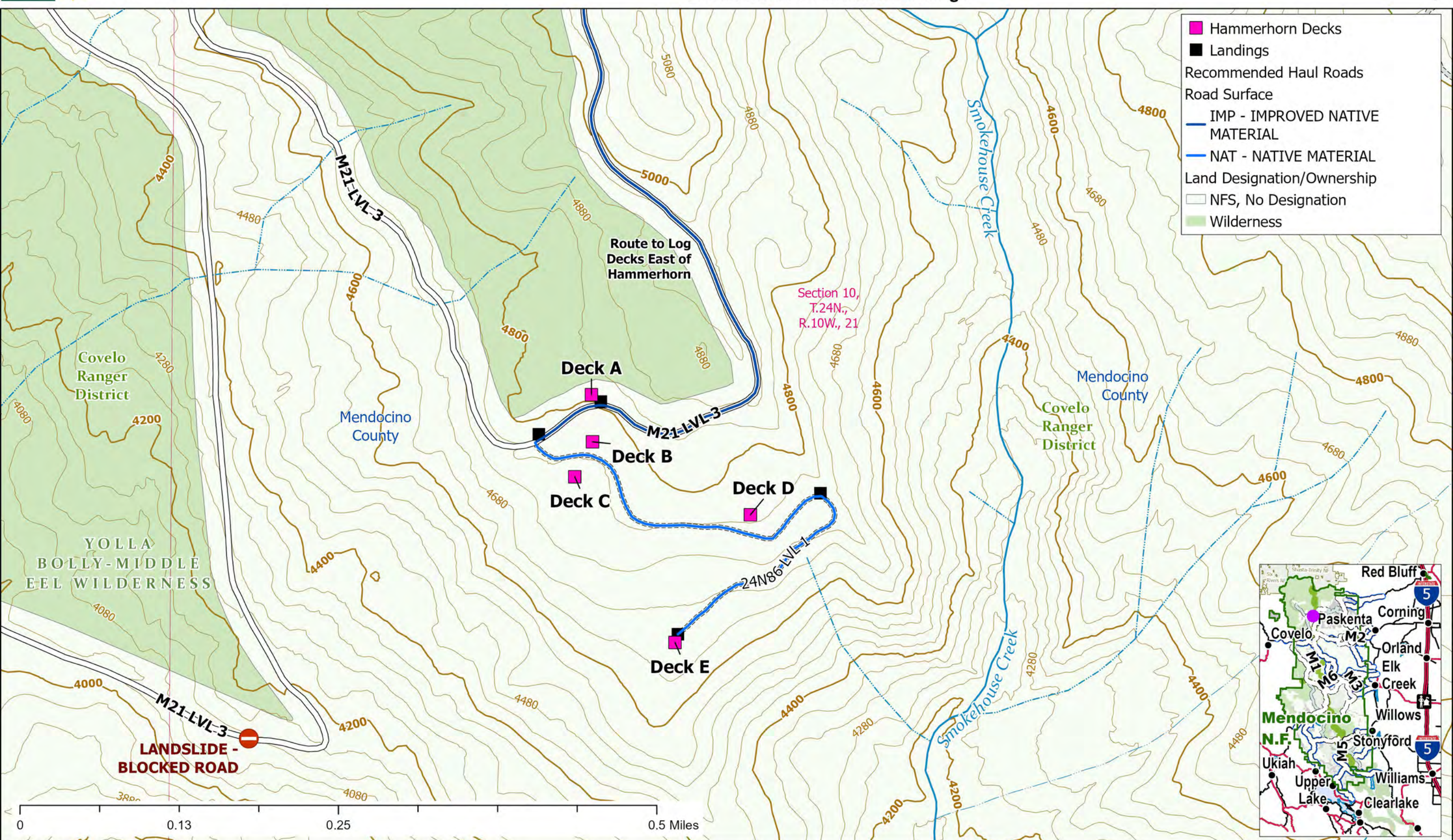
EXHIBIT G – MAPS

The attached sale map is a georeferenced PDF and may be opened in apps such as Avenza®.

Hammerhorn Deck Sale (West) Locations of Decks and Landings



Hammerhorn Deck Sale (East) Locations of Decks and Landings



Hammerhorn Deck Sale Haul Road Surface Types

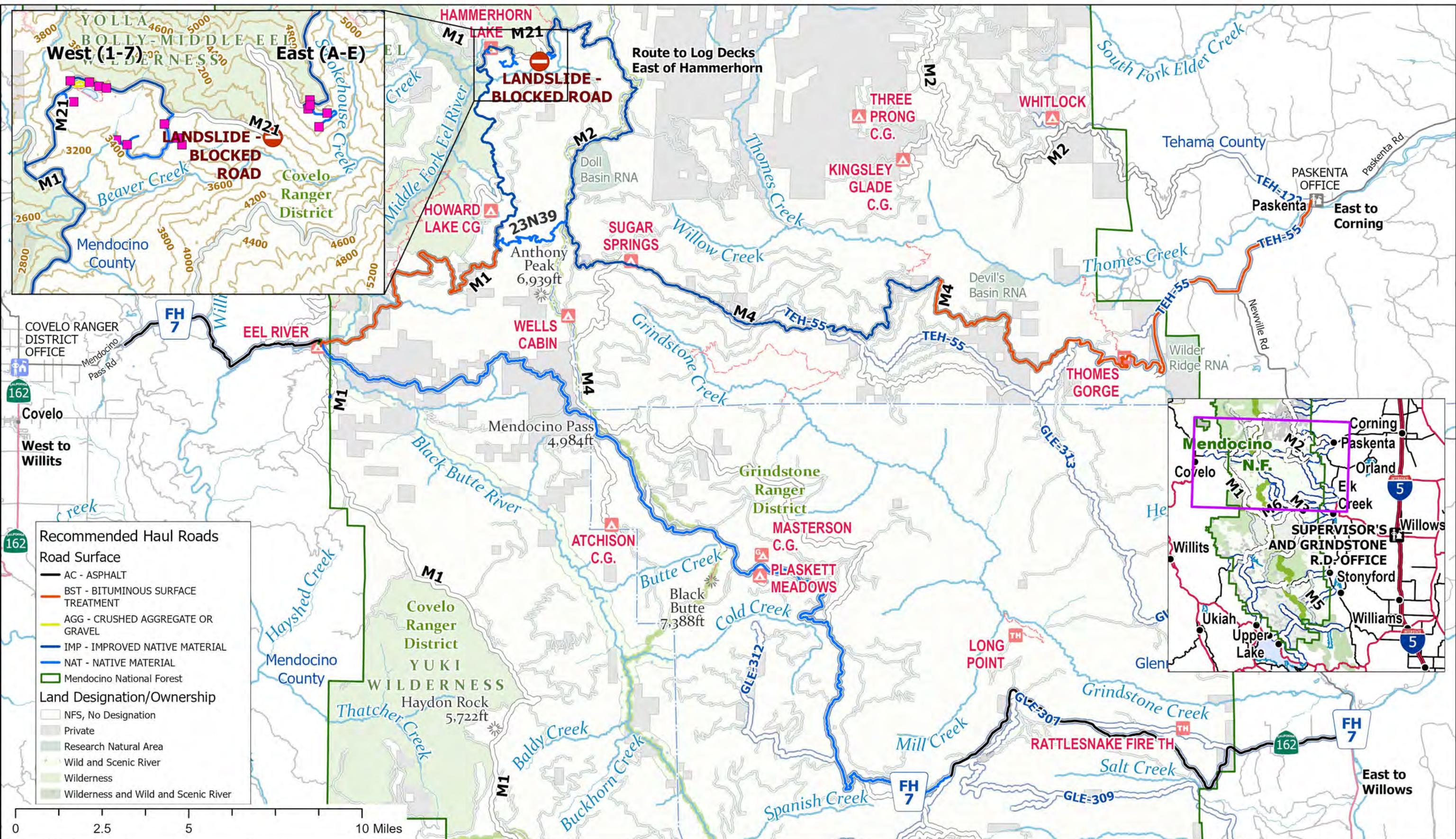


**EXHIBIT H – PROJECT ACTIVITY LEVEL (PAL) FIRE PLAN FOR
CONSTRUCTION AND SERVICE CONTRACTS
FIRE PLAN FOR CONSTRUCTION AND SERVICE CONTRACTS
09/02/2026**

1. **SCOPE:**

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the contract area. The contract area is delineated by map in the contract. The provisions set forth below also specify conditions under which contract activities will be curtailed or shut down.

2. **RESPONSIBILITIES:**

A. Contractor

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.
- (3) Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan, before beginning operations during Fire Precautionary Period and shall update such certification when operations change.
- (4) Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

B. Forest Service

The Forest Service may conduct one or more inspections for compliance with the Fire Plan. The number, timing, and scope of such inspections will be at the discretion of agency employees responsible for contract administration. Such inspections do not relieve the Contractor of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

3. **DEFINITIONS:**

The following definitions shall apply:

Active Landing: A location the contractor may be skidding logs into, or performing other operations such as delimbing, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiling chips only, on a cleared landing, does not constitute an Active Landing.

Hot Saw: A harvesting system that employs a high-speed (>1100 rpm) rotating felling head, i.e., full rotation lateral tilt head.

Mechanical Operations: The process of felling, skidding, chipping, shredding, masticating, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders, dozers etc.

4. **TOOLS AND EQUIPMENT:**

The Contractor shall comply with the following requirements during the fire precautionary period, as defined by unit administering contracts:

The Fire Precautionary Period is set by the State of California which is April 1 through December 1 of any year.

- **This contract requires, does not require a Fire Box and associated Fire Tools according to CPRC Section 4428.**

A. Fire Tools and Equipment: Contractor shall meet minimum requirements of Section 4428 of the California Public Resources Code (C.P.R.C.). Fire tools kept at each operating landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. All required fire tools shall be maintained in suitable and serviceable condition for firefighting purposes.

Trucks, tractors, skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2-pound axe or larger with an overall length of not less than 28 inches.

Where cable yarding is used, Contractor shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump within 25 feet of each tail and corner block.

B. Fire Extinguishers: Contractor shall equip each internal combustion yarder, fuel truck, and loader with a fire extinguisher for oil and grease fires (4-A:60-B:C).

Skidders and tractors shall be equipped with a minimum 5-BC fire extinguisher.

All Fire Extinguishers shall be mounted, readily accessible, properly maintained and fully charged.

Contractor shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, hot saws, stroke delimber, etc), except tractors and skidders, with at least two 4-A:60-B:C fire extinguishers or equivalent.

C. Spark Arresters and Mufflers: Contractor shall equip each operating tractor and any other internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442 or tractors with exhaust-operated turbochargers. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the. National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws: Each power saw shall be equipped with a spark arrester approved according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, a size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can but not more than 300 feet from each power saw when used off cleared landing areas.

- **This contract: requires, does not require Section 4E of the Fire Plan.**

E. Tank Truck or Trailer: Contractor shall provide a **water tank truck or trailer** on or in proximity to Contract Area during Contractor's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active landing, unless otherwise excepted when Hot Saws or Masticators are being used. See Section 6 for specific contract requirements.

The tank shall contain at least 300 gallons of water available for fire suppression. Ample power and hitch shall be readily available for promptly and safely moving tank over roads serving Contract Area. Tank truck or trailer shall be equipped with the following:

- (i) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area using a 5/16

inch orifice in the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

T e m p	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		1000 0 Feet	
55	179	23	174	23	169	23	165	22	161	22	157	22	153	22	150	21	146	21	142	21	139	21
70	175	23	171	23	166	22	162	22	158	22	154	22	150	21	147	21	143	21	139	21	136	20
85	171	23	168	23	163	22	159	22	155	22	151	21	147	21	144	21	140	21	136	20	133	20
100	168	23	164	23	159	22	155	22	152	22	148	21	144	21	141	21	137	20	133	20	131	20
	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M

The pump outlet shall be equipped with 1-1/2 inch National Standard Fire Hose thread. A bypass or pressure relief valve shall be provided for other than centrifugal pumps.

- (2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than approximately 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.
- (3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

	G.P.M.	Horizontal Range
Straight Stream	10	38 feet
Fog Spray	6 - 20	N/A

- (4) Sufficient fuel to run the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

When Contractor is using Hot Saws or Masticators, an additional 250 feet of light weight hose, approved by the Forest Service, shall be immediately available for use and be capable of connecting to the 300 feet of hose and appurtenances in (2) and (3) above.

This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in Section 6.

F. Compressed Air Foam System: A Compressed Air Foam System (CAFS) is a fire suppression system where compressed air is added to water and a foaming agent. By agreement, Contractor may substitute a CAFS or functional equivalent in lieu of the tank truck, trailer or fire extinguishers, provided it meets or exceeds the following specifications and requirements:

1. Variable foam expansion ratio – 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.

4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section 4 B. above may be substituted with a 3-gallon CAFS.

Tank truck, trailer or equivalent may be substituted with a 30 Gallon CAFS with at least 550 feet of one inch hose and an adjustable nozzle with enough water, air and foam concentrate for at least one recharge.

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in Section 6.

5. GENERAL

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If contract requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Blasting:** Contractor shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.
- D. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the CO may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.
- F. **Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify Forest Service of any fires in Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Telephone Number
Dispatch Center	MNF ECC	825 N Humboldt Ave Willows, CA 95988	530-934-1158
Nearest FS Station	Eel River Work Center	34950 Mendocino Pass Road Covelo, CA 95428	707-983-6118
FS Representative	Paul Guarnaccia	825 N Humboldt Ave Willows, CA 95988	530-934-1215
Inspector	Robert Hoyle	78150 Covelo Road Covelo, CA 95428	707-621-2300

Inspector	Terry Nickerson	78150 Covelo Road Covelo, CA 95428	707-489-4801
District Ranger	Frank Aebly	10025 Elk Mountain Road Upper Lake, CA 95485	707-489-2786

When reporting a fire, provide the following information:

- Your Name
- Call back telephone number
- Project Name
- Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)
- Fire Information: Including Acres, Rate of Spread and Wind Conditions.
- **This contract requires, does not require Section 5G of the Fire Plan.**

G. **Communications:** Contractor shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Contractor's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Contractor's headquarters (or agreed to alternative) and Forest Service via commercial or Forest Service telephone.

- **This contract requires, does not require Section 5H of the Fire Plan.**

H. **Fire Patrolperson:** Contractor shall furnish a qualified fire patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, sole responsibility of patrolperson shall be to patrol the operation for prevention and detection of fires, take suppression action where necessary and notify the Forest Service as required. This Fire patrol is required on foot, unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects. No patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

The Contractor shall, prior to commencing work, furnish the following information relating to key personnel:

<u>Title</u>	<u>Name</u>	<u>Telephone Number</u>
Fire Supervisor		
Fire Patrolperson		

I. **Clearing of Fuels:** Contractor shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yarders and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	All running blocks shall be located in the center of an area cleared to mineral soil at least 15 feet in diameter.
Lines near, between or above blocks:	Sufficient clearing to prevent line from rubbing on snags, down logs and other dead woody material.

6. **EMERGENCY PRECAUTIONS**

Contractor's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Project Activity Levels applicable to this project shall be the predicted activity

levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Contract Area Map Legend on Integrated Resource Service Contracts (IRSC's), and other contracts where applicable.

Fire Danger Rating Area/Fire Weather Station for Project: **162**

The Forest Service, in its sole discretion, may change the predicted activity level if the current fire suppression situation, weather and vegetation conditions warrant an adjustment. If practicable, Forest Service will determine the following day's activity level by 6:00 PM. Contractor shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Phone Number or Website to obtain Predicted Activity Levels: **530-934-1240**

Website to obtain PAL for Predicted and actual ratings

<https://www.fs.usda.gov/r05/mendocino/alerts/project-activity-levels>

Forest Service may change the Project Activity Level Table to other values upon revision of the National Fire Danger Rating System. When Contractor is notified, the revised Project Activity Levels will supersede the levels in the Project Activity Level Table below.

PROJECT ACTIVITY LEVEL

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
A	Minimum requirements noted above in Sections 4 and 5.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.
Ev	The following activities may operate all day: a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. Hot Saws or Masticators may operate until 1:00 PM; provided that: a) A tractor with a blade or other equipment capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest. All other conventional Mechanical Operations are permitted until 1:00 PM. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are: • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
E	The following activities may operate all day: 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. All other activities are prohibited.

This Project utilizes “The Project Activity Level” (PAL), an industrial operation’s fire precaution system. A Climatology Chart indicates the Historic Activity Levels for the Project Fire Danger Rating Area or Fire Weather Station utilized on this Project. This is only a historical average of the Activity Levels for the identified Fire Danger Rating Area or Weather Station.

Climatology Chart will be inserted in this location when it is available.

SPECIFICATIONS PURSUANT TO C7.22# – EMERGENCY PRECAUTIONS.
(10/2010) 05/25 Seasonal Version

Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Project Name: _____
Contract Number: _____
Purchaser/Contractor Name: _____
Request # __, for period: _____
Units/Subdivisions Affected: _____

Location of operation:	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
<i>Fuel Moistures</i>	
Response time of suppression resources	
Potential for ignition	
RAWS location	
Current Fire Situation:	
Draw down information	
National Readiness Level	
Contractual considerations:	
Normal Operating Season	
Frequency of recent contract fires in area	
Type of operation	
Purchaser/Contractors past/current performance & equipment readiness	
Other site specific mitigation or precaution (i.e. Purchaser/Contractors proposals)	
Social & Community Considerations:	
Proximity of high value resources	
Sensitivity of location	

Proposed Actions

Description of Mitigation Measures:

Remarks:

Ev Proposed Actions

☐ Rubber Tired Skidding

☐ Chipping on Landings

☐ Helicopter Yarding

☐ Fire Salvage

Description of Mitigation Measures

Fire Management Officer Concurrence

Date

Line Officer Approval

Date

I have considered the above request and determined the specified mitigation measures or actions must be implemented to continue operations in Project Activity Level Ev. This approval remains in effect unless cancelled. At the sole discretion of the Forest Service, this variance can be modified and/or cancelled at no cost to the government.

Contracting Officer

Date

Purchaser/Contractor Rep.

Date

EXHIBIT I – FORM OF AGREEMENT

CONTRACTOR SERVICES AGREEMENT

This Contractor Services Agreement (“Agreement”) is made as of [DATE], by and between Golden State Natural Resources, Inc. (“GSNR”) and [Bidder] (“Contractor”), together, the “Parties.”

RECITALS

WHEREAS, GSNR has entered into a Stewardship Agreement with the U.S. Department of Agriculture Forest Service (“USFS”) (No. 24-SA-11052000-056) to provide for the removal of vegetation to promote healthy forests, reduce fire hazards, and achieve land management objectives by working with existing industry participants that can make use of the material, increase public acceptance for the need to increase pace and scale of forest restoration work and, ideally, decrease costs associated with these forest health projects and woody biomass material utilization.

WHEREAS, a notice was duly published for bids for the contract for the services hereinafter described in the [RFB Name] ([RFB Number]) that is hereby incorporated into this Agreement by reference.

WHEREAS, on [DATE], notice duly given, the GSNR Board of Directors, in coordination with the Forest Service, found Contractor to be the best value bidder for that procurement and awarded the contract for the services hereinafter described to Contractor.

WHEREAS, GSNR and Contractor desire to enter into this Agreement for the provision of said services pursuant to the terms, definitions, and conditions set forth in the Request for Bids, including the Stewardship Agreement incorporated therein, and as further described in this Agreement.

AGREEMENT

THEREFORE, the Parties mutually agree to the following terms and conditions:

1. Services. Subject to the terms and conditions set forth in this Agreement, Contractor shall provide the consulting services described in Exhibit A. Contractor shall provide these services at the time, place, and in the manner specified in Exhibit A. Contractor agrees to work closely with GSNR in the performance of the services hereunder and shall be available to GSNR at all reasonable times as mutually agreed between GSNR and Contractor.
2. Payment. GSNR shall pay to Contractor for services rendered pursuant to this Agreement at the times, in the amount and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to Contractor for services rendered pursuant to this Agreement. Contractor shall submit all billings for services to GSNR in the manner specified in Exhibit B.
3. Facilities. Equipment, and Other Materials. Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials, which may be required for

furnishing the services pursuant to this Agreement.

4. General Provisions. The general provisions set forth in Exhibit C are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other terms or conditions shall control insofar as it is inconsistent with the general provisions.
5. Notices. Any notice permitted or required under this Agreement shall be in writing and shall be effective when actually delivered in person or five days after being deposited in the U.S. mail, registered or certified, return receipt requested, postage prepaid and addressed as follows:

To GSNR: Golden State Natural Resources
 Attn: Jason Hansen
 1215 K Street, Suite 1650
 Sacramento, CA 95814

To CONTRACTOR: [Address]

6. Exhibits. All exhibits referred to herein are attached hereto and are by this reference incorporated herein. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.
7. Time for Performance. Time is of the essence in the performance of this Agreement. Failure of Contractor to perform any service within the time limits set forth in Exhibit A shall constitute a material breach of this Contract.
8. Term. This Agreement shall commence as of the day first above stated (the effective date of this Agreement), and terminate 120 business days thereafter, unless extended by mutual agreement or earlier terminated by the parties as set forth herein.

Executed as of the day first above stated.

GSNR:

By: _____
Name: _____
Its: _____

CONTRACTOR:

By: _____
Name: _____
Its: _____

EXHIBIT A
SCOPE OF WORK

Contractor shall provide the following services:

1. The Work. Contractor shall furnish all labor, materials, tools, equipment, and services necessary for delivering Contractor's Bid for the following services, in accordance with the Contract Documents described below.

Contractor shall retrieve the entire volume of timber from its current location, chip on site if desired, remove, and haul to the location(s) identified and at the price(s) quoted in Contractor's Bid.

2. The Contract Documents. The complete Agreement consists of the following documents, incorporated herein by reference:
 - (A) [RFB Name and Number]
 - (B) Contractor's Bid, as submitted and according to the terms awarded
 - (C) This Agreement

All rights and obligations of GSNR and Contractor are fully set forth and described in the Contract Documents.

All of the above-named documents are intended to cooperate, so that any work called for in one and not mentioned in the other, or vice versa, is to be executed the same as if mentioned in all said documents. Any conflicting provisions shall be resolved in favor of the document in higher sequence in the hierarchy stated above.

3. Equipment - Performance of Work. Contractor shall furnish all tools, equipment, apparatus, facilities, labor, and materials necessary to perform and complete in a good and workmanlike manner the as called for, and for the manner designated in, and in strict conformity with, the requirements of the Work.

The equipment, apparatus, facilities, labor, and materials shall be furnished and said Work performed and completed as required under the direction and supervision and subject to the approval of GSNR or their designee.

EXHIBIT B
TIME AND MANNER OF PAYMENT

General Provisions

GSNR shall pay, and Contractor shall accept in full payment for the Work agreed to be done, an amount not to exceed [Amount] ([Amount Spelled Out]). This amount is based on Contractor's bid of [Amount] per Green Ton (GT), as awarded, and reflects the total estimated volume of material to be removed under this Agreement.

Contractor shall be paid only for work actually completed. Payments shall be calculated by multiplying the GT removed by the bid price per GT, but in no case may the total amount paid exceed the contract amount above stated.

Federal Reimbursement; Acknowledgement of Risk

GSNR's Stewardship Agreement with the USFS (No. 24-SA-11052000-056) provides for reimbursement of eligible costs incurred by GSNR. Payment to Contractor under this Agreement shall be made solely on a reimbursable basis, contingent upon GSNR's receipt of corresponding reimbursement from the USFS.

Contractor expressly acknowledges and agrees that GSNR shall have no obligation to pay Contractor unless and until GSNR has received reimbursement from the USFS for the applicable Work. Contractor further acknowledges that all risk of nonpayment, delayed payment, or partial payment by the USFS is borne exclusively by Contractor.

Prices

Consistent with the [RFB Name and Number], Contractor shall not be charged surface replacement or slash disposal fees in connection with the Work.

Contractor acknowledges that all work performed under this Stewardship Agreement is subject to a USFS product value fee of \$0.10 per GT removed. Contractor agrees to reimburse GSNR for this fee at a rate of \$0.10 per GT of material removed under this Agreement. The total estimated product value under this agreement is [Amount]. Contractor acknowledges that this obligation will be satisfied through an upfront remittance to GSNR in the amount of the estimated product value, subject to reconciliation at project close-out. This USFS per-ton payment is independent of and in addition to amounts payable by GSNR to Contractor under this Agreement and shall not be included on Contractor's invoices to GSNR.

Payment Provisions

Contractor shall submit monthly invoices to GSNR, together with all required load scale receipts and supporting documentation necessary for GSNR to seek reimbursement from the USFS.

Invoices shall cover Work completed during the prior month only and shall be submitted in a form acceptable to GSNR.

Invoices and supporting documentation shall be submitted electronically to jhansen@rcrcnet.org.

Upon receipt of reimbursement from the USFS for an approved invoice period, GSNR shall remit payment to Contractor within thirty (30) days. **Contractor acknowledges that GSNR has no control over the timing of USFS reimbursement and that reimbursement processing delays may occur.**

Option to Pause Work

In the event GSNR does not receive reimbursement from the USFS for any invoiced Work, or experiences a delay in reimbursement beyond a reasonable period, GSNR reserves the right, in its sole discretion, to suspend or pause Contractor's Work, in whole or in part, until such time as reimbursement is received. Contractor shall not be entitled to additional compensation, standby costs, interest, or damages resulting from any such suspension.

EXHIBIT C
GENERAL PROVISIONS

1. Incorporation of Bid Package General Provisions. The General Provisions described in Exhibit C of the [RFB Name and Number] are hereby incorporated by reference. As described in Exhibit A hereto (the "Contract Documents") any conflict between the provisions of the Bid Package General Provisions and the General Provisions here stated shall be resolved in favor of the General Provisions in Exhibit C of the Request for Bids.
2. Independent Contractor. At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of GSNR. Nothing in this agreement is intended nor shall be construed to create a partnership or a joint venture relationship. GSNR shall have the right to control Contractor only insofar as the results of Contractor's services rendered pursuant to this Agreement; however, GSNR shall not have the right to control or direct the means by which Contractor performs services rendered pursuant to this Agreement. Contractor shall set its own hours and location of work, provided the results described herein are accomplished. Contractor warrants that it is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Contractor hereunder. Contractor further warrants and represents that each of the following is true and correct:
 - a. If any work hereunder is performed in a jurisdiction that requires Contractor to have a business license or business tax registration, Contractor shall obtain and maintain the required business license or business tax registration as required by law during the term of this Agreement.
 - b. Contractor maintains a business location that is separate from the business or work location of GSNR.
 - c. Contractor is customarily engaged in an independently established business of the same nature as that involved in the work performed hereunder.
 - d. Contractor actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from GSNR.
 - e. Contractor advertises and holds itself out to the public as available to provide the same or similar services.
 - f. Contractor provides its own tools, vehicles, and equipment to perform the services.
 - g. Contractor can negotiate its own rates.
 - h. Contractor can set its own hours and location of work, consistent with the nature of the work.
 - i. Contractor is not performing the type of work for which a license from the Contractors' State License Board is required.

By initialing this Agreement in the space provided immediately below, Contractor acknowledges that this Agreement is complete, that it does not create an employer-employee relationship between GSNR and Contractor or any person performing services hereunder on behalf of Contractor, and that this Agreement cannot and will not be modified by any oral representation of employment. Contractor further acknowledges that he is responsible for paying payroll or any other kind of taxes resulting from compensation paid to Contractor hereunder.

Contractor's Initials: _____

3. Personnel. Contractor acknowledges that the services of the Contractor personnel assigned as of the effective date of this Agreement are essential to the performance of Contractor's obligations hereunder, and that no substitution of Contractor's personnel so assigned may be made without the prior written approval of GSNR. Contractor shall not subcontract or assign any portion of the services provided hereunder without the prior written approval of GSNR.
4. Licenses; Permits; etc. Contractor represents and warrants to GSNR that it has all licenses, permits, qualifications, and approval of whatsoever nature which are legally required for Contractor to practice its profession and provide the services hereunder. Contractor represents and warrants to GSNR that Contractor shall, at its 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 Contractor to practice its profession and provide the services hereunder at the time the services are performed.
5. Time. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Contractor's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.
6. Indemnification and Insurance. Contractor shall indemnify, defend and hold harmless GSNR and its affiliates (including without limitation the Rural County Representatives of California), and their respective officers, agents, attorneys, employees, from any and all claims, causes of action, damages, losses, expenses, fines, penalties, judgments, demands and defense costs, whether in law or equity (including, without limitation, actual, direct, out-of-pocket costs and expenses and amounts paid in compromise or settlement and reasonable outside legal fees arising from litigation of every nature or liability of any kind or nature including civil, criminal, administrative or investigative) (collectively, "Claim") arising from or related to the services performed by Contractor under this Agreement or accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of Contractor's duties and services hereunder, except such loss or damage that was caused by the sole, active negligence or willful misconduct of GSNR. Contractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing. GSNR shall promptly notify Contractor of any claim made in connection with the performance of services rendered hereunder.

In order to insure Contractor's obligations hereunder, Contractor shall maintain insurance as follows:

Workers Compensation Insurance

Contractor shall take out and maintain during the life of the Agreement Workers Compensation Insurance for all of its employees on the project. In lieu of evidence of Workers Compensation Insurance, GSNR will accept a Self-Insured Certificate from the State of California.

Workers Compensation Insurance must be in amounts not less than:

- \$1,000,000 for each accident for bodily injury by accident
- \$1,000,000 policy limit for bodily injury by disease

- \$1,000,000 for each employee for bodily injury by disease

Coverage shall contain a waiver of subrogation in favor of GSNR and the Forest Service.

Commercial General Liability Insurance

Contractor shall take out and maintain during the life of the Agreement Automobile and General Liability Insurance that provides protection from claims which may arise from operations or performance under this Agreement. If Contractor elects to self-insure (self-fund) any liability exposure during the contract period above \$50,000, Contractor is required to notify GSNR immediately. Any request to self-insure must first be approved by GSNR before the changed terms are accepted. Contractor shall require any subcontractor to provide evidence of liability insurance coverages.

The amounts of insurance shall be not less than the following:

- \$1,000,000/Occurrence, Bodily Injury, Property Damage – Automobile.
- \$1,000,000/Occurrence, Bodily Injury, Property Damage – General Liability.
- \$5,000,000 – Umbrella or Excessive Liability. This policy must contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. The required umbrella liability limits are separate from and in addition to the required general liability limits. The umbrella or excess policies shall not contain exclusions barring follow-form coverage for required coverages in this specification.

The following coverages or endorsements must be included in the policy(ies):

11. GSNR, the Forest Service, and their Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
12. The coverage is Primary and non-contributory to any other applicable insurance carried by GSNR or the Forest Service.
13. The policy(ies) covers contractual liability.
14. The policy(ies) is written on an occurrence basis.
15. The policy(ies) covers GSNR's Property in Contractor's care, custody, and control.
16. The policy(ies) covers personal injury (libel, slander, and wrongful entry and eviction) liability.
17. The policy(ies) covers explosion, collapse, and underground hazards, fire suppression expense, property damage to forest land due to fire, and property damage to non-owned automobiles and equipment due to fire.
18. The policy(ies) covers products and completed operations.
19. The policy(ies) covers the use of owned, non-owned, and hired automobiles.
20. The policy(ies) will not be cancelled nor the above coverages/endorsements reduced without 30 days written notice to GSNR at the address above.

All such policies shall remain in force during the term of this Agreement and shall be payable on a "per occurrence" basis unless otherwise accepted by GSNR, and shall be in form acceptable to GSNR and its insurance advisors. GSNR shall be named as an "additional insured" on any policy as may be requested by GSNR, and Contractor shall provide certificates of insurance and any endorsements required signed by Contractor's insurer prior to the commencement of Contractor's services hereunder. Any such policies or endorsements shall provide for thirty (30) days prior notice to GSNR in the

event of any termination or reduction in coverage of such insurance.

Nothing contained herein shall be construed as or constitute a limitation of Contractor's liability or Contractor's responsibility to indemnify and hold harmless from any and all claims, damages, losses and expenses that may arise by reason of Contractor's willful misconduct or negligence.

7. Contractor Not Agent. Except as GSNR may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of GSNR in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, pursuant to this Agreement to bind GSNR to any obligation whatsoever.
8. Assignment Prohibited. The parties understand and agree that this Agreement is entered into because of the personal expertise of Contractor. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.
9. Personnel. It is anticipated that Contractor shall perform all services required under this Agreement.
10. Standard of Performance. Contractor shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession, and in accordance with all applicable local, state and federal laws, rules and regulations. Contractor shall be liable for all violations of such laws and regulations in connection with the performance of the services hereunder and shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold GSNR, its officials, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

All products of whatsoever nature which Contractor delivers to GSNR pursuant to this Agreement shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.

11. GSNR Representative. The President or their designee is the representative of GSNR and will administer this Agreement for GSNR. GSNR's initial representative shall be Jason Hansen. GSNR may change its representative at any time upon notice to Contractor.
12. Termination.

Termination by GSNR for Cause

GSNR may terminate the Contractor's right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:

- The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
- The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same become due.

- A receiver is appointed to take charge of the Contractor's property.
- The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
- The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
- The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or GSNR.
- The Contractor changes the destination of timber identified in its bid response.
- The Contractor fails to provide GSNR with a written plan to cure a GSNR identified default within five business days after GSNR's request for a plan to cure; GSNR does not accept the Contractor's plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
- The Contractor abandons the Work. Abandonment is conclusively presumed when GSNR requests a written plan to cure a default and the Contractor does not submit the plan within five business days of GSNR's request.
- The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
- The Contractor is in default of any other material obligation under the Contract Documents.

If any of the above events occur, GSNR may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to GSNR within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

Upon any of the occurrences described above, GSNR may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method GSNR may deem expedient. If requested by GSNR, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, GSNR may remove or store, and after 90 days sell, any of the same at the Contractor's expense.

No termination or action taken by GSNR after termination shall prejudice any other rights or remedies of GSNR provided by law or by the Contract Documents.

Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience as described below.

Termination by GSNR for Convenience

GSNR may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, GSNR shall pay the Contractor as set forth below.

Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:

- Immediately discontinue its performance of the Contract to the extent specified in the notice.
- Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
- Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
- Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance.

Upon such termination for convenience, GSNR will pay to the Contractor the sum of the following:

- The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
- Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
- Any proven losses with respect to materials and equipment directly resulting from the termination.
- Reasonable demobilization costs.

The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.

Effect of Termination: Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor's obligations described herein, as to bona fide obligations assumed by the Contractor prior to the date of termination.

Force Majeure: If the contract is suspended or terminated by GSNR because Contractor's performance is prevented or delayed by an event including an irresistible, superhuman cause, or by the act of public enemies of the State of California or of the United States ("Force Majeure"), the Contractor will be paid for Work performed prior to the Force Majeure event at either (i) the unit prices named in the Contract; or (ii) in the event no unit prices are named, a sum equal to the percentage of the total contract amount that matches the percentage of the total contract Work performed prior to the Force Majeure event.

13. Non-Discrimination. Contractor shall not discriminate in employment of persons under this Agreement on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code.

14. Entirety of Agreement. This Agreement contains the entire agreement of GSNR and

Contractor with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer, or agent of any party, which is not contained in this Agreement shall be binding or valid. No supplement, modification, or amendment of this Agreement shall be binding unless executed by all parties in writing.

15. Counterparts. The partners may execute this Agreement in two or more counterparts, which shall, in the aggregate, be signed by all the parties; each counterpart shall be deemed an original instrument as against any party who has signed it.
16. Governing Law. This Agreement is executed in the State of California, and the laws of that State shall govern its interpretation and effect (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Sacramento County, California.
17. Third Party Beneficiaries. Except as expressly stated, none of the provisions of this Agreement shall be for the benefit of, or enforceable by, any third-party beneficiary. The rights, duties, and obligations contained in this Agreement shall operate only between the Parties to this Agreement and shall inure solely for the benefit of the Parties of this Agreement.
18. Successors. This Agreement shall be binding on and inure to the benefit of the respective successors and assigns of the parties, except to the extent of any contrary provision in this Agreement.
19. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
20. Records and Audit. Contractor shall maintain current and complete books and records relating to this Agreement, including, but not limited to, documents supporting all Responses, income and expenditures. Books and records kept shall be original entry books with a general ledger itemizing all debits and credits for work performed hereunder. In addition, where applicable, Contractor shall maintain detailed payroll records including subsistence, travel and field expenses, and canceled checks, receipts and invoices for all such items. Contractor's documents, books and records shall be retained for at least five years from the date of completion of this Agreement, and Contractor shall permit access to audit its books, accounts and records relating hereto, and such records of all business entities controlled by Contractor who participated in the performance of this Agreement. Any audit by GSNR may be conducted on Contractor's premises, or at the option of GSNR, Contractor shall provide all such records to GSNR for such audit elsewhere. Contractor shall refund any moneys erroneously paid; if Contractor has erroneously billed for an amount exceeding 5% of the compensation paid hereunder, Contractor shall also be liable for the cost of audit in addition to any other penalty.
21. Disclosure. Contractor agrees to make any necessary disclosures and filings required of Contractor under the California Government Code, if applicable.
22. Authority. Each party executing this Agreement and each person executing this

Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purposing to act.

23. Conflict of Interest; Confidentiality. Contractor covenants and represents that he presently has no material investment or interest which would conflict in any manner or degree with the performance of the services hereunder. In the event that any services otherwise within the Scope of Work set forth in Exhibit A may pose a conflict between the interests of GSNR and the interests of any of Contractor's other clients, Contractor shall inform GSNR, and GSNR will not assign Contractor to perform those services. During the term of this Agreement, Contractor shall disclose to GSNR any new contracts for Contractor services or employment that Contractor may enter into during the term of this Agreement that may in any way conflict with Contractor's performance of services hereunder. If GSNR believes that the contract may pose a conflict of interest, direct or indirect, financial or otherwise, or the appearance of a conflict of interest, GSNR may give notice of termination of this Agreement.

Contractor understands and agrees that all documents, information and reports developed in the course of performing its obligations hereunder shall be the property of GSNR. Contractor agrees to exert its best efforts in the production of such work product of this Agreement. Contractor may retain copies of materials collected or produced hereunder during the term hereof, but in the event of termination of this Agreement, Contractor shall promptly deliver any such materials to GSNR without exception or reservation.

Contractor agrees that it will maintain the confidentiality of strategies and objectives developed by GSNR and other matters not generally available to the public and will not disclose such information without the express written consent of GSNR's Executive Director. If, in the course of performing its obligations hereunder, Contractor comes into possession of information known or reasonably expected to be confidential information from any source, Contractor will respect and maintain such confidentiality, whether under state, federal or common law, and be solely liable to any injured person in the event of its wrongful distribution of such confidential material.

Without limiting the generality of the foregoing, Contractor specifically covenants and agrees not to, except as otherwise set forth herein, disclose, reveal, publish or release Confidential Information to any third party. Contractor further agrees that it will not, at any time, use the Confidential Information except to the extent necessary for (a) its evaluation, negotiation, and/or consummation of the Transaction; and (b) any purpose GSNR may hereafter specifically authorize in writing. "Confidential Information" referred to in and protected by this paragraph shall mean all confidential or proprietary information, data or knowledge relating, directly or indirectly, to GSNR and its business or the project which is delivered, disclosed or furnished in connection with the services performed by Contractor hereunder by or on behalf of GSNR or its affiliates (including without limitation the Golden State Finance Authority and the Rural County Representatives of California) to Contractor or its representatives, on or after the date hereof, regardless of the form or manner in which it is delivered, disclosed or furnished, and shall also be deemed to include all notes, analyses, compilations, studies, forecasts, interpretations or other documents prepared by Contractor which contain, reflect or are based upon, in whole or in part, the information furnished to Contractor or its representatives pursuant hereto. The term "documents" includes, without limitation, any

writing, letter, memorandum (internal or otherwise), facsimile, tape, diskette, CD-ROM or other recording or memorialization, chart, graph, blueprint, picture or financial statements or data.

APPENDIX A - STEWARDSHIP AGREEMENT



[Appendix A Stewardship Agreement.pdf](#)