GOLDEN STATE NATURAL RESOURCES

REQUEST FOR BID NO. 2026-04-GSNR-STNF
for
PUMICE FIRE SALVAGE BIOMASS REMOVAL PROJECT

RESPONSE DUE
by 5:00 pm
on December 7, 2026

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

E-Mail Address: gsnr@gsnrnet.org
Golden State Natural Resources
1215 K. Street
Suite 1650
Sacramento, CA 95814

GOLDEN STATE NATURAL RESOURCES

RFB No. 2026-04-GSNR-STNF
PUMICE FIRE SALVAGE BIOMASS REMOVAL PROJECT

TABLE OF CONTENTS

I. BACKGROUND 3
II. STATEMENT OF WORK 3
III. GSNR PROCEDURES, TERMS, AND CONDITIONS 6
IV. RFB RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION 9
EXHIBIT A - RFB RESPONSE PACKET 12
EXHIBIT B - INSURANCE REQUIREMENTS 17
EXHIBIT C - GENERAL REQUIREMENTS 20
EXHIBIT D - TIMBER REMOVAL SPECIFICATIONS 29
EXHIBIT E - GUIDELINES FOR OPERATIONS 33
EXHIBIT F - ROAD MAINTENANCE T-SPECIFICATIONS 37
EXHIBIT G – PROJECT AREA MAP 52
EXHIBIT H – FORM OF AGREEMENT 54
APPENDIX A - STEWARDSHIP AGREEMENT 68

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 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 Contract shall become effective upon execution by GSNR. The performance period shall consist of one hundred twenty (120) business days, commencing upon GSNR's issuance of a written Notice to Proceed. Although contract award is

anticipated following completion of the November - December 2026 solicitation, field operations are expected to begin when weather, road conditions, and applicable Forest Service restrictions permit, tentatively in May or June 2027. The actual commencement date will be determined by GSNR in coordination with the Forest Service. Contractor shall not commence Work before issuance of the Notice to Proceed. GSNR may extend the performance period pursuant to Sections 8–10 of Exhibit C to account for excusable delays in the Work.

This project lies entirely within the Shasta-Trinity National Forest, approximately 250 acres in T43N, R2E, Siskiyou County, as referenced in the Project Area 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.

Project Volume and Scope of Solicitation. The Pumice Fire Salvage project area contains an estimated 24,000 Green Tons (GT) of previously felled and decked biomass and cull logs, as identified in the Stewardship Agreement and associated Project Area Map (Exhibit G). However, this solicitation is limited to the removal and transportation of up to 13,596 GT, as noted throughout this RFB. The remaining estimated volume is not included in this RFB. Contractor shall not remove or transport material exceeding the 13,596 GT contractual limit without prior written authorization from GSNR and the Forest Service. GSNR and the Forest Service will identify the authorized landing locations and desired sequence of removal during the pre-work conference and may provide additional written direction during implementation, provided that such direction remains within the authorized scope and contract quantity.

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 and sequencing of landings, invoice

documentation, and project timeline. It is anticipated that the pre-work conference will take place at the Mt. Shasta Ranger Station: 204 West Alma Street, Mt. Shasta, CA 96067.

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 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	November 9, 2026, at 8:00 a.m. Pacific Time
Deadline for Questions from Prospective Bidders	November 20, 2026, at 5:00 p.m. Pacific Time
RFB Response Deadline	December 7, 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 November 20, 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 December 7, 2026, at 5:00 p.m. Pacific Time. 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 2026-04-GSNR-STNF
for
PUMICE FIRE SALVAGE BIOMASS 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. 2026-04-GSNR-STNF
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 **13,596 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.**

Contractor shall be responsible for applicable surface replacement deposits associated with use of Road 43N15 (Harris Spring Road), as described in Exhibit D, C5.35# - Surface Replacement Deposit (Cost Share Road). Contractor shall also be responsible for the required payment of $0.10 per Green Ton (GT) due to the Forest Service before the commencement of operations. Bidders shall account for all applicable fees, deposits, road maintenance obligations, and other operational costs when preparing their proposed unit price.

Timber location (per map at Exhibit G)	**Volume/Quantity, Green Tons (GT)**	**Bid: $ per GT**	**Destination**
See Exhibit G – Project Area Map	**13,596**		

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

Additional detail (use additional sheets if necessary):

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.

Share Cost Road Liability

Purchaser is authorized to use cooperative roads constructed under provisions of *Three Counties Road Right of Way Agreement, as amended to Shasta-Trinity NF and Sierra Pacific Industries* Cooperator, and Forest Service, and subsequent easements, supplements, and agreements thereto, available for inspection at the Forest Supervisor's Office**,** Redding, California, and subject to the following liability insurance requirements.

Purchaser shall provide a satisfactory certificate of insurance covering Purchaser's and all subcontractor's operations on cost share roads referred to above.

Purchaser shall present the certificate of insurance to Forest Service prior to use of cost share roads.

Insurance shall be of the following form and limits:

Comprehensive Automobile Bodily Injury/Property Damage Liability Insurance covering all owned, leased, hired and non-owned automobiles.

Minimum limits:

- $1,000,000 per person bodily injury or death
- $1,000,000 per occurrence bodily injury or death
- and $1,000,000 per occurrence property damage
- or a combined single limit of $1,000,000.

In addition to above, Purchaser and Purchaser's assigns shall carry the following limits of insurance for the purpose of covering fire suppression expense, property damage to timber land due to fire, and property damage to non-owned automobiles and equipment due to fire.

Comprehensive General Liability Bodily Injury/Property Damage Insurance for minimum limits of:

- $1,000,000 per person bodily injury or death
- $1,000,000 per occurrence bodily injury or death
- and $1,000,000 per occurrence property damage
- or a combined single limit of $1,000,000

Such Comprehensive General Liability policy shall include an endorsement covering fire suppression expense, property damage to timber land due to fire, and property damage to non-owned automobiles and equipment due to fire. Said endorsement shall have minimum property damage limits of $1,000,000 and be designated separately on the Certificate of Insurance.

The Certificate of Insurance shall require insurance carrier to notify Cooperator by mail ten (10) days prior to cancellation or expiration of above coverage. The Certificate of Insurance shall also name *Sierra Pacific Industries* as additionally insured solely as respects operations conducted by or on behalf of the Purchaser involving use of the cost shared roads referred to 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 precede 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. Project 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:

List of T-Specifications – WO Updated June 3, 2024

Spec #	Title	Revision date	Included
T-801	Vegetation Removal–Roadway	6/3/24	
T-802	Vegetation Removal–Roadside	6/3/24	
T-803	Pavement Cleaning	6/3/24	
T-804	Bridge Deck and Curb Cleaning	6/3/24	
T-805	Road Grading	6/3/24	X
T-806	Slide Removal and Slump Repair	6/3/24	
T-807	Surface Repair (Bituminous)	6/3/24	
T-808	Surface Repair (Aggregate & Native)	6/3/24	
T-809	Dust Abatement	6/3/24	X
T-810	Ditch Maintenance	6/3/24	
T-811	Drainage Structures	6/3/24	
T-812	Miscellaneous Structures	6/3/24	
T-813	Waterbar	6/3/24	
T-814	Closure Devices	6/3/24	

Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications									
	From	To		PRE-HAUL	DURING HAUL		POST HAUL						
43N08H	End	43N08.1	1.03	T-805	T-805	T-809	T-805						
43N08.1	43N08H	43N08.2	0.13	P	P	P	P						
43N08B	End	43N08.2	0.74	P	P	P	P						
43N08.2	43N08.1	43N08.3	0.33	P	P	P	P						
43N08C	End	43N08.3	0.51	P	P	P	P						
43N08.3	43N08.2	43N08.4	2.17	P	P	P	P						
43N55	End	43N08.4	0.48	P	P	P	P						
43N08.4	43N08.3	43N04.1	1.83	P	P	P	P						
43N04.1	43N08.4	43N04.2	0.69	P	P	P	P						
43N04.2	43N04.1	43N15.1	0.06	P	P	P	P						
43N15.1	43N04.2	43N15.2	2.27										
43N15.2	43N15.1	Hwy 89	15.99										

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.

C5.35# - Surface Replacement Deposit (Cost Share Road)

Road 43N15 (Harris Springs Road) is subject to a surface replacement deposit requirement. During the normal haul season, April 1 through October 31, a deposit of $2.57 per actual Green Ton (GT) removed and hauled over the applicable road segment shall be assessed. During the winter period, November 1 through March 31, a deposit of $6.35 per actual GT shall apply.

Although the broader Pumice Fire Salvage project area contains an estimated 24,000 GT, this solicitation authorizes removal of no more than 13,596 GT without prior written authorization from GSNR. Surface replacement deposits under this Contract shall therefore be calculated based on the actual tonnage transported over Road 43N15 pursuant to this solicitation, rather than the total estimated volume available within the broader project area.

Contractor shall be responsible for the applicable surface replacement deposits associated with its hauling operations. The timing, collection, and remittance of such deposits shall be coordinated with GSNR and the Forest Service before hauling begins.

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) x (2) + (3) x (4)] x (5) = 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

Material Specifications
The material is combined softwood cull logs, with a minimum piece length of 8 feet and minimum small-end diameter inside bark of 4 inches.

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.
>
> *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.

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 Stewardship Project 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 Shasta-Trinity Forest Supervisor and Contracting Officer, GSNR intends to utilize actual certified scale weights for each load, where available.

Where certified scale weights are unavailable at the designated end-use facility, GSNR will use a third-party scaling service and the actual weight is reported to the Forest Service in the form of load tickets.

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:

Shasta Trinity NF
Timber Resources
3644 Avtech Parkway
Redding, CA 96002

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.*

Piling and decking residual slash for Forest Service burning or disposal

Contractor shall pile, scatter, yard, construct fire lines or otherwise treat slash defined in specifications below, within designated areas. Work of Contractor 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 Contractor's Operations, other than Construction Slash, is Logging Slash. Measures to be taken by Contractor for treatment of Logging Slash are set forth below unless otherwise agreed in writing.

Forest service, GSNR, and Contractor shall jointly develop schedule for completion of slash treatment on the various portions of Project Area prior to Contractor'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 N/A feet in height or greater than N/A. 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, Contractor 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.

Definitions

Wherever the road maintenance specifications use the following terms (figure 1), the user shall interpret the intent and meaning as follows:

Base course. Material used to reinforce subgrade or, as shown on drawings, placed on subgrade to distribute wheel loads. Base course usually consists of aggregate (treated or untreated). It serves as the immediate support for the surface course and may be built directly on subgrade if no subbase is called for. The requirements for building on subgrade are more stringent than for building with a subbase.

Berm. A curb or dike constructed to prevent uncontrolled roadway runoff water from discharging onto fillslope.

Bituminous. Of or containing bitumen.

Borrow. Material taken from designated borrow sites.

Crown, inslope, and outslope. The cross slope of the roadway, which aids in drainage and traffic maneuverability.

Culvert. A conduit or passageway under a road or trail.

Drainage dip. A dip in the roadway that intercepts and diverts surface water runoff. A drainage dip does not block the movement of traffic.

Drainage structure. A manufactured structure that controls the runoff of water from the roadway, including (but not limited to) overside drains, aprons, flumes, down drains, downpipes, and culverts.

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

Maintenance activity. Items of work leading to the upkeep of a road within the right of way and necessary to sustain the road's anticipated traffic.

Maintenance specifications. Specifications that detail conditions and requirements peculiar to the individual project in addition to requirements identified in the national specifications.

Roadbed. The portion of a road between the intersection of subgrade and side slopes, excluding that portion of the ditch below subgrade. Roadbed consists of suitable native soil. It supports the base course and surface course.

Roadside. A term denoting the area adjoining the outer edge of the roadway.

Roadway. A term denoting the area consisting of the traveled way and shoulders.

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

Slide. A concentrated deposit of soil, rock, and other debris from the cut slope, often extending onto the roadway, whether caused by mass land movement or accumulated raveling.

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.

Subbase. Consists of either compacted granular material (treated or untreated) or a compacted layer of treated soil. It may help protect the base course and surface course from intrusion of fine-grained roadbed soils, damage from frost, and accumulation of water in or below the pavement structure. The pavement structure consists of the subbase, base course, and surface coarse.

Subgrade. Top surface of roadbed upon which subbase, base course, or surface course is constructed. For roads without subbase, base course, or surface course, that portion of roadbed prepared as the finished roadway. **Subgrade** consists of suitable native soil (treated or untreated). It serves as the top of the roadbed where the subbase or base course is constructed.

Surface course. The material placed on the base course or subgrade to enhance traction, distribute concentrated wheel loads and resist abrasion and the effects of climate. Surface course may be referred to as surfacing. **Surface course** consists of an aggregate mixture that may include a binder (plastic fines or bituminous material). It must carry the traffic load, provide a smooth riding surface, and resist skidding and traffic wear while keeping water from penetrating into pavement structure.

Traveled way. That portion of roadway, excluding shoulders, used for the movement of traffic.

Turnouts. Short sections of traveled way constructed with additional width to allow for safe passing of traffic.

Waterbar. A constructed feature in the roadbed that intercepts surface runoff and diverts the water off the roadway. A waterbar is not designed to be traversable by traffic.

Water source. A place designated in individual projects for acquiring water for road maintenance purposes.

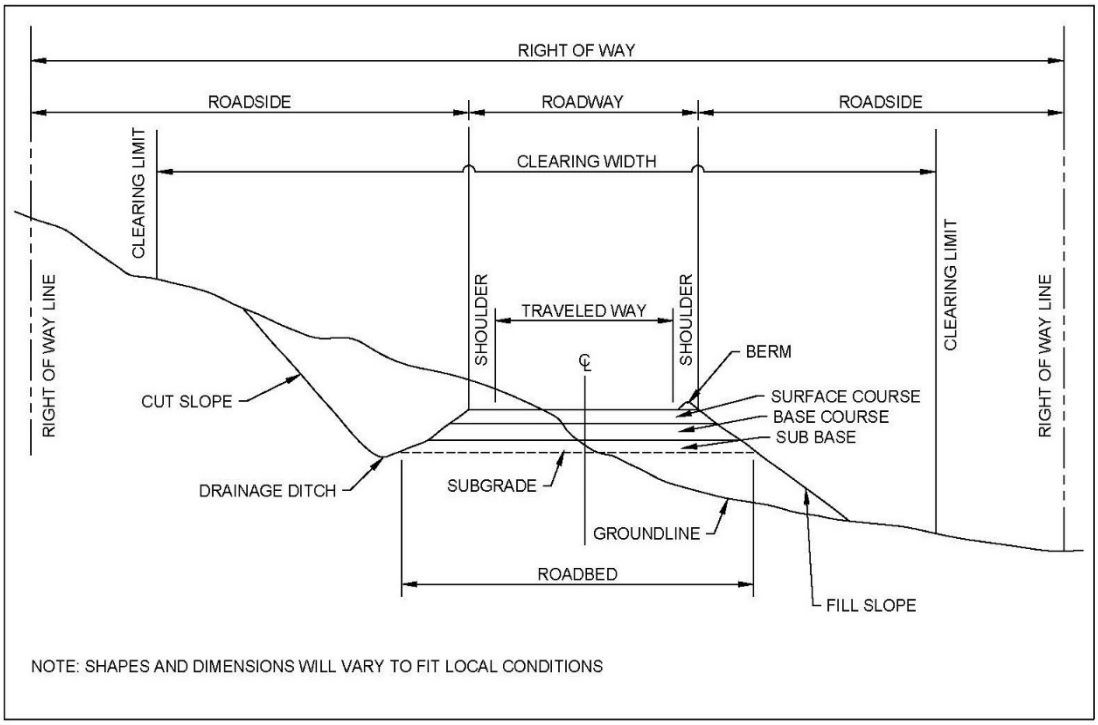

Figure 1—Road structure terms.

T–805 Road Grading

805.01 Description

Work consists of keeping a native or aggregate roadbed in a condition that facilitates traffic and provides proper drainage. It includes maintaining the crown, inslope, outslope or drainage dips of the traveled way; maintaining turnouts and shoulders; repairing berms; and blending approach road intersections.

805.02 Maintenance

A. Road grading shall be performed as often as necessary, per C/CT 5.31, to facilitate safe use and proper drainage.

B. Road grading 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. On aggregate-surfaced roads, thoroughly loosen surfacing material to no less than a 2-inch depth or the depth of defects. Scarification to facilitate cutting to the full depth of potholes or corrugations may be elected but will be considered incidental to blading. Do not scarify to a depth that will cause contamination of the surfacing. Surface material that has been displaced to the shoulders or turnouts shall be returned to the traveled way. A grading pattern shall be established to retain surface material on the roadbed and to provide for a thorough mixing of the materials within the completed surface width.

C. Unless otherwise shown in table 2, compaction of the traveled ways will be accomplished using compaction method A and will commence immediately following blading.

   a. Compaction method A: adjust the moisture content of the material to a content suitable for compaction. Fill the interstices around rock with earth or other fine material, as practical. Operate hauling and

spreading equipment uniformly over the full width of each layer until there is no visible evidence of further consolidation.

b. Compaction method B: operate a 7- to 10-ton pneumatic, steel, or equivalent vibratory roller to cover the full width three times. Adjust the moisture content of the material to a moisture content suitable for compaction. Fill the interstices around rock with earth or other fine material, as practical.

D. Smooth blading may be used as an interim measure on aggregate-surfaced roads to remove loose surfacing material from the wheel paths. Store removed materials in a recoverable windrow until blade processing (as described above) is feasible. Watering is not required for smooth blading. Accomplish smooth blading without distorting the existing cross-slope or crown of the traveled way.

E. Move and store loose surfacing materials on the high side of super-elevated curves and sections with uniform inslope or outslope. In crowned sections, store the material on either or both sides, as elected. Windrow and place stored materials to provide not less than 12 feet of smooth traveled way on one-lane segments, or 20 feet of smooth traveled way on two-lane segments or segments with turnouts. Place holes through windrows for drainage every 500 feet or less to provide drainage.

F. Water, taken from water sources designated on the Stewardship Project Area Map, shall be applied during blading if sufficient moisture is not present to cut, mix, or compact the surface material.

G. On native-surfaced roads, material generated under other maintenance specifications 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 otherwise agreed.

H. Roadway cut slopes or berms shall not be undercut, nor shall new berms be established unless otherwise agreed.

I. Berms shall be repaired by placing material, as needed to restore the berm, to reasonably blend with existing line, grade, and cross-section.

J. Drainage dips shall be cleaned and maintained to reasonably blend with existing line, grade, and cross-section. Lead-off ditches shall be maintained in accordance with T-810 Ditch Maintenance.

K. Intersecting road junctions that are not closed or restricted from vehicular use shall be bladed to assure proper blending of the two riding surfaces.

L. 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. Unless otherwise designated by the Forest Service, the oversized material shall be removed and placed outside the roadway; do not obstruct drainage ways or structures. Placement into streams, lakes, or water courses will not be permitted.

M. Material resulting from work under this specification shall not remain on or in structures, such as culverts, overside drains, cattleguards, ditches, and drainage dips.

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

Table 2—Compaction requirement

Road number	Beginning milepost	Ending milepost

Note: Roads listed in this table require compaction method B, as specified in 805.02-C.

SPECIFICATION T-809 DUST ABATEMENT

809.01 Description

Work consists of preparing the traveled way and furnishing and applying materials to abate dust.

809.02 Material

A. A dust abatement plan must be agreed on before hauling on roads that require dust abatement, as shown in C/CT5.31#. The plan must include the type of dust abatement material to use, the rates of application, and the frequency of applications. Table 5 shows special requirements for dust abatement that the dust abatement plan should include.

B. The Stewardship Project Area Map designates the locations of approved water sources. The Forest Service may approve alternate water sources.

a. Operating Guidelines:

1. Operations are restricted to one hour after sunrise to one hour before sunset.
2. Pumping rate shall not exceed 350 gallons per minute.
3. The pumping rate shall not exceed ten percent of the stream flow.
4. Seek streams and pools where water is deep and flowing, as opposed to streams with low flow and small isolated pools.
5. Pumping shall be terminated when the tank is full. The effect of single pumping operations, or multiple pumping operations at the same location, shall not result in obvious draw-down of either upstream or downstream pools.
6. Each pumping operations shall use a fish screen. The screen face should be oriented parallel to flow for best screening performance. The screen shall be designed and used such that it can be submerged with at least one-screen-height clearance above and below the screen.

7. Operators shall keep a log on the truck containing the following information:
    a. Operator's Name
    b. Date
    c. Time
    d. Pump Rate
    e. Filling Time
    f. Screen Cleaned (Y or N)
    g. Screen condition
    h. Comments

b. Screen Construction Criteria:

1. Surface Area:
    a. The total (unobstructed) surface area of the screen shall be at least 2.5 square feet, based on the upper limit of pumping of 350 gpm. Larger surface areas are recommended where debris buildup is anticipated, and where stream depth is adequate to keep the screen submerged at approximately mid-depth.
2. Screen Mesh:
    a. Screen Mesh must be in good repair and present a sealed, positive barrier effectively preventing entry of the "design fish" into the intake. The design fish in this case is an immature (20-30mm) salmon or steelhead fry.
    b. The screen mesh size shall be: round openings – maximum 3/32 inch diameter (.09 inch)
    c. Square openings – maximum 3/32 inch diagonal (.09 inch)
    d. Slotted openings – maximum 1/16 inch width (.07 inch)
3. Screen Design:
    a. Water drafting screens maybe off-the-shelf products, but they are often custom-

made devices appropriate to the scale and duration of pumping operation. To keep the screen supported and correctly positioned in the water column, adjustable support legs are advised. Screen geometry can be configured either as rectangular or cylindrical, i.e. as a shallow “box-shape” or tubular.

b. The intake structure shall be designed to promote uniform velocity distribution at all external mesh surfaces. This can be accomplished with a simple internal baffle devise that distributes the flow evenly across the entire surface of the screen. In order to accomplish this, the designer needs to understand the hydraulic characteristics of these devices. There is a tendency for most of the intake water to enter the screen near the hose end, so a typical internal baffle would consist of a pipe (or manifolded set of pipes) which have variable porosity holes at predetermine spacing. We recommend starting near the hose end with approximately 5 – 10% average open area, and gradually increasing the porosity toward the length of the screen. At a point where screen length exceeds three times the diameter of the suction hose, the baffling effect tends to diminish rapidly. At this point the baffle porosity may approach 100%. A successful baffle system will functionally distribute flow to all areas of the screen. A poorly designed screen may result in high-velocity “hot spots”, which could lead to fish impingement on the screen face.

c. Hydraulic testing of prototype screen designs is recommended where the application is on-going and extensive.

4. Screen Structure:

a. The screen frame must be strong enough to withstand the hydraulic forces it will experience. However, the structural frames, braces, and other elements that block the flow, change flow direction, or otherwise decrease the screen surface area should be minimized.

5. Screen Cleaning:

    a. The screen shall be cleaned as often as necessary to prevent approach velocity from exceeding 0.33 feet per second. Operators should withdraw the screen and clean it after each use, or as necessary to keep screen face free of debris. Pumping should stop for screen cleaning when approximately fifteen percent or more of the screen area is occluded by debris. A suitable brush shall be on board the truck for this cleaning operation.

    b. If the operator notes (1) impingement of any juvenile fish on the screen face or (2) entrainment of any fish through the screen mesh, he/she should stop operations and notify the Department of Fish & Game and/or NMFS hydraulic engineering staff:

        National Marine Fisheries Service

        Engineering Section

        777 Sonoma Avenue, Suite 325

        Santa Rosa, CA 95404

        (707) 575-6050

C. Dust abatement materials shall meet the following requirements:

    a. Magnesium chloride liquid—ASTM D 1298, Type S, 28 percent min. by mass, specific gravity 1.29 to 1.33

    b. Calcium chloride liquid—AASHTO M 144, Type L, 35 percent min. by mass

T-809-4

    c. Calcium chloride flake—AASHTO M 144, Type S Grades 1, 2, or 3, Class A

    d. Lignosulfonate liquid—Dry solids 50 percent, specific gravity 1.20 min. (ASTM D1475), pH (ASTM E70 3.0 to 8.0)

D. Certification of magnesium or calcium chloride brine, calcium chloride flake, and lignosulfonate liquid shall be in accordance with the concentrations listed above.

809.03 Maintenance Requirements

A. 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.

B. The traveled way shall be prepared and finished in accordance with the manufacturer's requirements or recommendations.

C. Dust abatement materials other than water shall be applied within tolerances specified by the manufacturer.

D. Dust abatement materials shall not be applied when it is raining. Lignosulfonate and magnesium chloride shall be applied when the atmospheric temperature is 40 °F or above.

E. The designated water sources may require some work before use. Such work may include cleaning ponded areas, installing temporary weirs or sandbags, pump installation, or other items appropriate to the Contractor's operations. Water source preparation requires contracting officer approval before use.

Table 5—Dust abatement application rate

Road number	Material type*	Application rate (pounds/tons/gallons) per**
43N08H	Water	N/A
43N08.1	Water	N/A
43N08B	Water	N/A
43N08.2	Water	N/A
43N08C	Water	N/A
43N08.3	Water	N/A
43N55	Water	N/A
43N08.4	Water	N/A
43N04.1	Water	N/A
43N04.2	Water	N/A

43N15.1	Water	N/A
43N15.2	Water	N/A

* Identify material type; water, magnesium chloride, lignosulfonate, etc.

** Identify application rate; gallons per mile, pounds per mile, etc.

TEMPORARY ROAD 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.

ROAD AND WATER SUPPLY USE. (5/2008) 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. Such use shall at no time reduce water supplies to the level that further use may be detrimental to aquatic resources or other established use. Waterholes and other improvements relating to said water supplies shall be put into condition, prior to expected seasonal periods of precipitation or runoff, to avoid resource damage.

Damage to resources at such locations caused by Purchaser's Operations, other than fire suppression activities, shall be repaired by Purchaser in a timely and agreed manner to the extent practicable to restore and prevent further resource damage.

Unless otherwise agreed, Purchaser's use of roads and other water supply requirements shall conform to the following table.

SPECIFICATIONS/REQUIREMENTS OF Road and Water Supply Use

Load Limitations	Partner shall notify Forest Service in writing of the planned size and load distribution for equipment which exceeds the State of California Vehicle Code legal size and weight, and the National Forest System roads to be used. Such notice may be part of plan of operation under B6.311. Within I5 days after receipt of the written notice Forest Service shall notify Partner in writing of any regulations or restrictions that may be needed to protect National Forest Transportation Facilities. A written permit shall be required for moving any vehicle which is in excess of the established legal size and weight which is not listed in the above plan, except as may be authorized in prior written agreements.
Existing Non-National	Roads not shown on Project Agreement Map may be used as Temporary Roads if there is agreement before use is started.

<table>
<tr><td>Forest System Roads</td><td></td></tr>
<tr><td>Snow Removal</td><td>If Contractor removes snow from roads, such work shall be done with Forest Service approval and in a manner that will protect roads and adjacent resources.
Snow berms shall be removed or placed to avoid accumulation of melt water on the road and prevent water concentration on erosive slopes or soils.
Snow must not be removed to the road surface. A minimum 4 inch snow depth must be left to protect the roadway. If the road surface is damaged, Partner shall replace lost surface material and repair structures damaged in blading operations prior to hauling, unless climatic conditions prevent necessary work from being accomplished or as otherwise agreed in writing.
Single lane roads shall be plowed full width including turnouts. In event double lane roads are not plowed to full width, warning signs shall be required and plowing shall be no less than single lane (12 feet) with intervisible turnouts.</td></tr>
<tr><td>Water Supply Deposits</td><td>If Contractor utilizes the water site located Slagger Overhead fill in T41N, R2E, Section 30, for any listed activity, Contractor shall make deposit with Forest Service for that activity at the time and in the amount shown in the Water Supply Deposit Schedule table below.
WATER SUPPLY DEPOSIT SCHEDULE
<table><tr><td>Activity</td><td>Unit of Payment</td><td>Unit Cost</td><td>Total Cost</td><td>Time of Payment</td></tr><tr><td>Dust Abatement</td><td>Load</td><td>$5.00</td><td>Calculated based on number of loads.</td><td>Due upon billing.</td></tr></table></td></tr>
</table>

EXHIBIT G – PROJECT AREA MAP

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

Sale Area Map DRAFT

Sale Name: Pumice FS Deck Sale
National Forest: Shasta - Trinity
Ranger District: McCloud

N
MDB & M

Legend

Klamath National Forest
Landing Decks
Landing Decks
Temporary Roads
Roads

0 0.35 0.7 1.4 Miles

Fire Precautions RAWS: Mount Shasta - PAL Area 2
Landlines Are Approximate
Prepared By: M. Opalenik Date: June 8, 2026

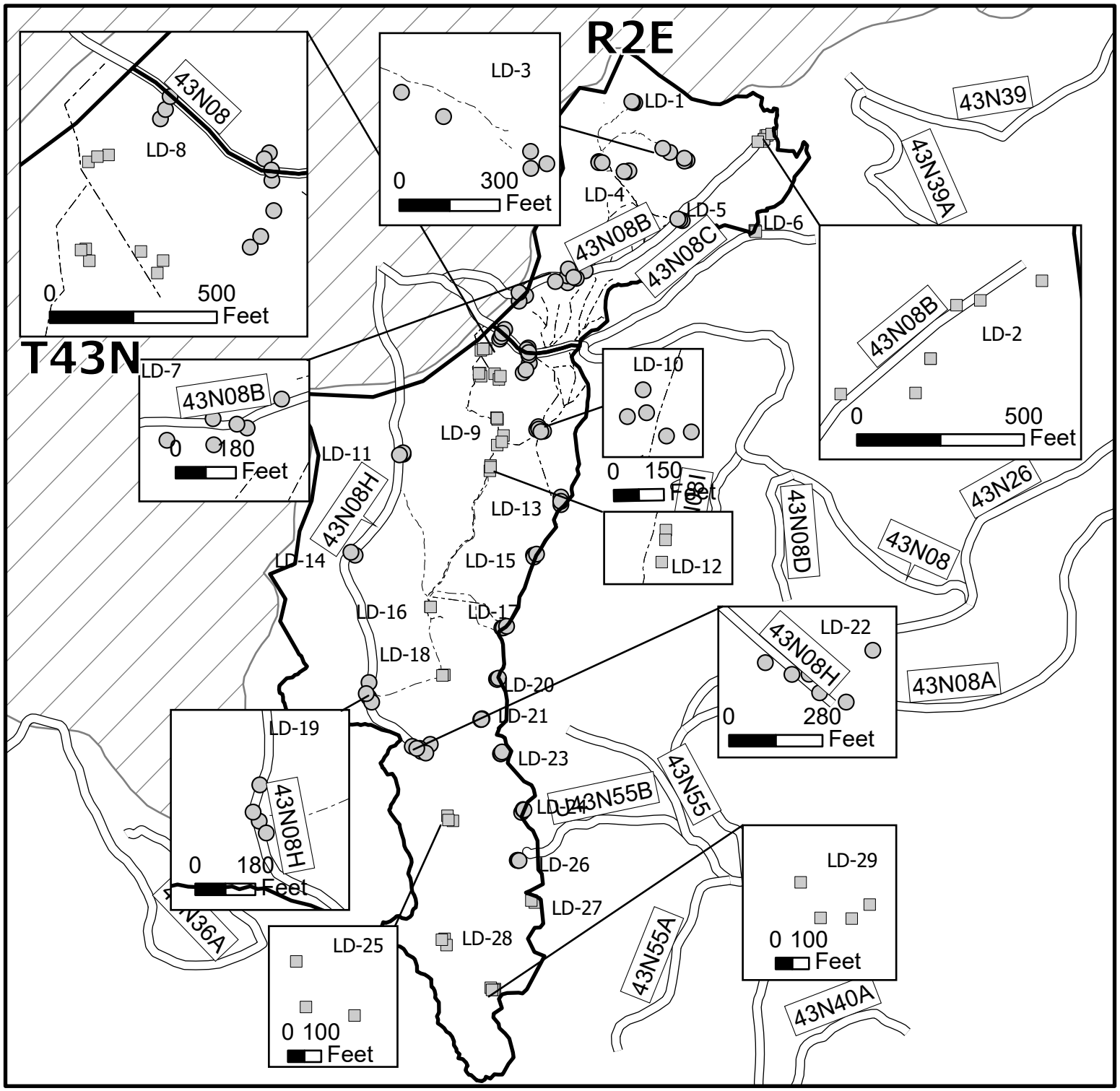

EXHIBIT H – FORM OF AGREEMENT

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 is 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