

REQUEST FOR PROPOSALS

Fuels Reduction Contractor Services

Round Mountain Landscape Resilience Project – Phase 1

Yuba Watershed Institute | Nevada County, California

Release date: September 3, 2026 Proposals due: October 2, 2026

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How to read this packet

This packet contains the Request for Proposals and its exhibits. The Request for Proposals states how to propose and how proposals will be evaluated. Exhibit B, the Scope of Work, is the controlling description of the work. It incorporates the Prescription and Operation Specifications at Exhibit C and applies the Environmental Compliance Measures at Exhibit D, and is incorporated into the resulting Contract without change. Exhibit F is the contract the successful proposer will execute. Proposers should read Exhibits B, C, and F before pricing the work.

Questions and proposals go by email to Theo Fitanides, Project Manager,
theo@yubawatershedinstitute.org, (415) 793-4194.



YUBA WATERSHED INSTITUTE

REQUEST FOR PROPOSALS

Fuels Reduction Contractor Services

Round Mountain Landscape Resilience Project – Phase 1

Organization	Yuba Watershed Institute (YWI)
Project Title	Round Mountain Landscape Resilience Project – Phase 1
Grant Agreement	Sierra Nevada Conservancy Wildfire and Forest Resilience Grant Program, Agreement No. 1817 (Proposition 4)
Project Location	Round Mountain, approximately three miles north of Nevada City, Nevada County, California
Treatment Acreage	152 acres total across three Bid Items – see Section I
NEPA Framework	Round Mountain Landscape Resilience Project Environmental Assessment (DOI-BLM-CA-C080-2023-0029-EA); Decision Record and FONSI signed January 14, 2025
RFP Issue Date	September 3, 2026
Proposals Due	October 2, 2026, 5:00 p.m. Pacific Time

Issued by: Yuba Watershed Institute, P.O. Box 2198, Nevada City, CA 95959

Contact: Theo Fitanides, Project Manager theo@yubawatershedinstitute.org (415) 793-4194

All questions and submissions by email to the contact above.

I. Project Summary

The Yuba Watershed Institute (YWI) is seeking proposals from qualified contractors to implement fuels reduction treatments on approximately 152 acres of Bureau of Land Management (BLM) land within the Round Mountain Landscape Resilience Project, Phase 1, in Nevada County, California. This RFP is organized into three Bid Items, each a distinct treatment activity within a different band of the Phase 1 ridgetop shaded fuel break, summarized here and described in full in Exhibit B:

Bid Item	Activity	Estimated Quantity
1	Hand Cutting and Piling (steep/limited-access terrain, no burning included)	13 acres
2	Hand Thinning, Roadside Chipping, and Chip Haul-Off (0–100 feet from road centerlines)	75 acres
3	Mechanical Mastication and/or Hand Thinning with Tracked Chipping (100–200 feet from road centerlines)	64 acres

Proposers may bid on one or more Bid Items. Pricing and qualifications will be evaluated separately for each Bid Item proposed, and YWI may award any combination of Bid Items to one or more contractors. Acreages and quantities are estimates based on the best information available at the time of advertisement and may be refined; final payment is based on quantities actually completed and approved (see Payment, below).

The purpose of this project is to improve forest resilience to wildfire, establish a ridgetop shaded fuel break, and reduce hazards to residents and fire personnel.

The project aims to accomplish these goals by reducing the density and vertical and horizontal continuity of understory vegetation and fuels. The desired post-treatment condition is a multi-age stand with well-spaced trees free from ladder fuels, except for specific species and isolated patches of understory that will be retained.

The Scope of Work is Exhibit B. It is the controlling description of the work. It incorporates the Prescription and Operation Specifications at Exhibit C and applies the Environmental Compliance Measures at Exhibit D, and will be incorporated into the resulting Contract without change. Proposers should read it, together with the Prescription and Operation Specifications at Exhibit C and the Fuels Reduction Operations Contract at Exhibit F, before bidding.

This RFP will be evaluated as a best-value process, not a low-bid competition.

Project background

The Round Mountain Landscape Resilience Project is a collaborative effort between the Yuba Watershed Institute (YWI), the Bureau of Land Management (BLM, Mother Lode Field Office), Bear Yuba Land Trust, and local landowners to reduce wildfire risk on the south rim of the South Yuba River canyon, approximately three miles north of Nevada City in Nevada County, California. The project area encompasses 1,032 acres of BLM-managed public land and 160 acres of contiguous private land under conservation easement with Bear Yuba Land Trust.

Phase 1 of the project, funded by the Sierra Nevada Conservancy's Wildfire and Forest Resilience Grant Program (Agreement No. 1817), will establish and maintain a continuous, approximately 400-foot-wide ridgetop shaded fuel break system along Rock Creek Road, Hudson Way, Merrimas Way, and Moonlight Trail. This system is designed to:

- Reduce surface and ladder fuel continuity across the corridor;
- Create and maintain safer evacuation and firefighter access routes;
- Improve initial-attack and extended-attack suppression opportunities;

- Integrate public and private land treatments into a strategic, landscape-scale fuel break system that complements the nearby Hoyt-Purdon Fuel Reduction and Prescribed Fire Project and other regional efforts.

The area of this project has been identified as part of a priority area in the Nevada County Community Wildfire Protection Plan, the Nevada County Hazard Mitigation Plan, and the 2004 Round Mountain Neighborhood Land Management Plan.

Payment

Payment is by monthly invoice at the unit prices proposed, for quantities completed, inspected, and approved in writing by YWI's Project Manager. The Project Manager will inspect within ten business days of the Contractor's written notice that work is ready for inspection. Approved amounts are paid within 30 days. There is no performance withhold or retention. Work is invoiced by completed treatment unit; a Bid Item need not be complete before its finished units are invoiced. Full terms are in the Contract at Exhibit F.

Prevailing wage

YWI has determined that this project is not subject to California prevailing wage requirements. YWI reserves the right to negotiate an adjustment to contract pricing if a change in law or a determination by the project funder causes prevailing wage requirements to apply. Contracts initiated or amended after July 1, 2027 will be subject to prevailing wage requirements.

Environmental compliance

NEPA compliance for treatments on BLM land is provided under the Round Mountain Landscape Resilience Project Environmental Assessment (DOI-BLM-CA-C080-2023-0029-EA); a Decision Record and Finding of No Significant Impact were signed January 14, 2025.

The measures that apply to this work are set out in Exhibit D and summarized in Exhibit B. The Contractor is responsible for compliance with all applicable measures, not only those summarized.

II. Schedule

Milestone	Date
Release of RFP	September 3, 2026
Pre-proposal field meeting (non-mandatory)	September 14, 2026, 10:00 a.m.
Final RFP questions due	September 21, 2026
Question responses and any addenda posted	September 25, 2026
Proposals due	October 2, 2026, 5:00 p.m. Pacific Time
Notice of intent to award	October 16, 2026
Contract award (estimated)	October 21, 2026
Notice to Proceed (target)	On or about November 1, 2026
Completion	February 28, 2027

The Notice to Proceed date is a target only. This project occurs on BLM land, and work cannot begin until BLM's seasonal fire restrictions are lifted; the actual date is contingent on that determination and may be later. Work sequence, timing, and the conditions governing a second operating season are stated in Exhibit B, Section 6.

III. Proposal Instructions

A. Pre-proposal field meeting

YWI will conduct a non-mandatory pre-proposal field meeting (bid walk) of the project area. The meeting will be held September 14, 2026 at 10:00 a.m., commencing at the Coyote Outlook Trail parking area (the intersection of Rock Creek Road and Merrimas Way/Moonlight Trail). There will be a verbal overview of the project, viewing of a sample mark, viewing of different vegetation conditions, and time for questions and answers. All interested parties are requested to R.S.V.P. by email to the contact above by September 13.

B. Questions and addenda

Questions must be submitted by email to the contact above and received no later than September 21, 2026. Responses, including responses to questions raised at the pre-proposal field meeting, will be posted at www.yubawatershedinstitute.org/rfps no later than September 25, 2026. Any addenda will be posted at the same place by the same date. Proposals must acknowledge receipt of any addenda and of the question responses.

C. Submission

Proposals must be submitted by email to the contact above no later than **5:00 p.m. Pacific Time** on October 2, 2026, with the subject line "RFP Response – Round Mountain". Please copy yourself as verification of submittal. Late proposals will not be accepted.

D. Format

Proposals shall be a single 8½" × 11" PDF of no more than ten (10) pages. The following do not count toward the page limit: a one-page cover letter, the Cost Proposal Form, insurance certificates, licensing and certification documents, and addendum acknowledgments.

Proposals that do not furnish the information below, organized in this order, may be rejected as non-responsive.

E. Required content

1. Cost Proposal. Complete the Cost Proposal Form, Exhibit E. Proposers are not required to bid on all Bid Items, but shall clearly indicate which Bid Item(s) they are proposing on, shall bid on all quantities within each Bid Item proposed, and shall leave pricing blank for any Bid Item(s) not proposed. Provide firm unit prices for each Bid Item proposed. Estimated quantities are based on the best information available at the time of advertisement; actual quantities may fluctuate, but unit prices shall remain firm and will not be negotiated. All unit prices shall include overhead and profit.

2. Approach, staffing, work plan, and schedule. Describe your understanding of the work and your approach to it for each Bid Item proposed, including equipment to be used (make and model, wheeled

versus tracked, type of wheels or tracks, size), staffing, and any other information demonstrating your strategy. Include your proposed work plan and schedule, demonstrating the ability to complete the work within the performance period, and identify the individual who will serve as crew lead and point of contact with the PM for each Bid Item proposed.

3. Experience, qualifications, and references. Describe your experience with work of similar scope and complexity. Provide an organizational chart and concise resumes for key staff and subcontractors, indicating each person's role and availability for this project. Provide an equipment list, including ownership or lease status. Describe two to three recent projects of similar scope, with contact information for references who oversaw them. Photographs of completed projects are helpful but not required.

4. Local workforce. Describe the extent to which the crew proposed for this project is drawn from Nevada County and adjacent counties.

5. Insurance certificates. Provide certificates evidencing the coverage summarized in Section V and required by the Contract at Exhibit F, or a written statement describing the proposer's ability to obtain the required coverage prior to mobilization.

6. Licenses and certifications. Provide proof of California business license.

Note: the crew lead, key staff, and equipment identified in the successful proposal become binding under the Contract and may not be substituted without YWI's written consent.

IV. Evaluation and Award

A. Pass or fail

A proposal must meet all of the following to be scored:

- Proof of insurance meeting the requirements summarized in Section V
- Proof of California business license

B. Scored criteria

An evaluation committee will evaluate all proposals received for completeness and the proposer's ability to meet all specifications outlined in this RFP within the proposed timeframe. Proposals will be evaluated separately for each Bid Item proposed, using the following evaluation criteria and weights.

Criterion	Points
Cost proposal	35
Approach, staffing, work plan, and schedule	30
Experience, qualifications, and references	25
Local workforce	10
Total	100

Cost scoring. The lowest responsive price for each Bid Item receives the full 35 points. Each other proposal receives points equal to (lowest price for that Bid Item ÷ that proposal's price for that Bid Item) × 35, rounded to the nearest whole point.

C. Award

YWI may reject any and all proposals and reissue this RFP. YWI may award any combination of Bid Items to one or more contractors, based on best value, and is not obligated to award all Bid Items to a single contractor. YWI may waive minor irregularities or immaterial defects. YWI reserves the right to request additional written or oral information to clarify a proposal. All costs of preparing a proposal are the proposer's sole responsibility.

V. Contract Terms

The successful proposer will execute the Fuels Reduction Operations Contract at Exhibit F, substantially in the form attached, with the Scope of Work at Exhibit B incorporated without change. **Proposers must identify in their proposal any requested exceptions to the Contract. Exceptions raised after award will not be considered.**

Insurance requirements are set out in the Contract at Exhibit F and are summarized here for convenience only; the Contract governs:

- Commercial general liability, not less than \$1,000,000 per occurrence and \$2,000,000 aggregate
- Business and commercial auto liability, not less than \$1,000,000 combined single limit, covering owned, hired, and non-owned vehicles
- Statutory workers' compensation plus employer's liability of not less than \$1,000,000 per accident, including a waiver of subrogation
- Yuba Watershed Institute and the Bureau of Land Management named as additional insured on the commercial general liability policy, covering both ongoing and completed operations

EXHIBIT A – PROJECT MAP

Round Mountain Landscape Resilience Project – Phase 1 | Nevada County, California

September 3, 2026

The map that follows shows the Phase 1 ridgetop shaded fuel break along Rock Creek Road, Hudson Way, Merrimas Way, and Moonlight Trail, with the three Bid Item treatment types shown by color: hand thin and pile (Bid Item 1, 13 acres); hand thin, chip, and remove (Bid Item 2, 75 acres); and masticate and hand thin with tracked chipping (Bid Item 3, 64 acres). It also shows the aquatic buffers, the perennial seep that requires a biological monitor, the area subject to the 72-hour rain limited operating period, trails, and property boundaries. Ground flagging governs where this map and conditions on the ground differ.

One page follows.

EXHIBIT A – PROJECT MAP

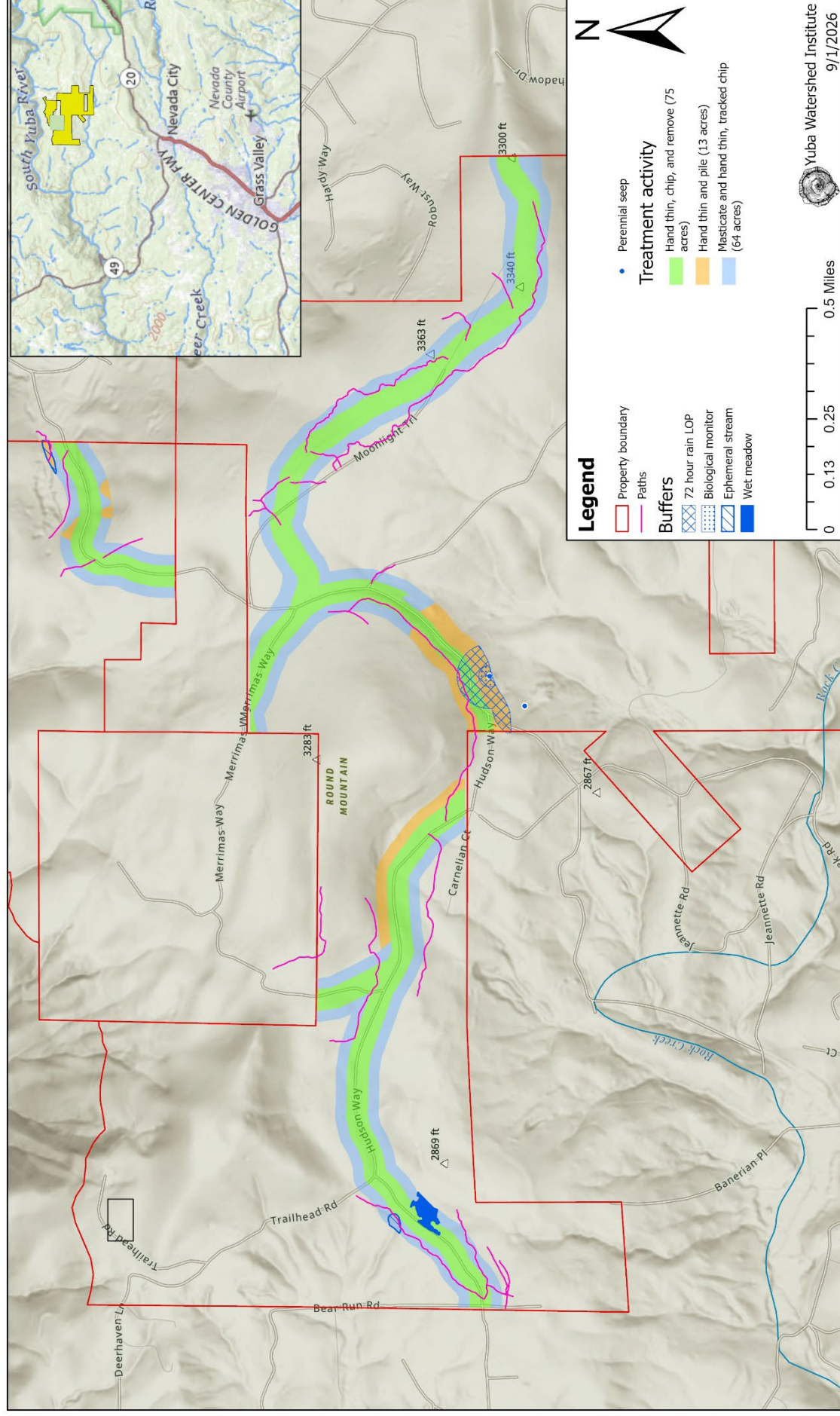


EXHIBIT B – SCOPE OF WORK

Round Mountain Landscape Resilience Project – Phase 1 | Nevada County, California

September 3, 2026

This Scope of Work is Exhibit B to the Request for Proposals and Exhibit B to the resulting Fuels Reduction Operations Contract. It is the single controlling description of the work. Where the term “Contractor” appears, it means the proposer during the solicitation and the operator after award.

1. Project Area

The project area encompasses approximately 152 acres of BLM land within the Round Mountain Landscape Resilience Project Phase 1 ridgetop shaded fuel break along Rock Creek Road, Hudson Way, Merrimas Way, and Moonlight Trail (shown on Exhibit A, Project Map).

2. Estimated Quantities

Bid Item	Activity	Acres
1	Hand Cutting and Piling (steep/limited-access terrain, no burning included)	13
2	Hand Thinning, Roadside Chipping, and Chip Haul-Off (0–100 feet from road centerlines)	75
3	Mechanical Mastication and/or Hand Thinning with Tracked Chipping (100–200 feet from road centerlines)	64

3. Bid Item 1: Hand Cutting and Piling (steep/limited-access terrain, ~13 Acres)

Project Area. This Bid Item encompasses approximately 13 acres distributed in steep or otherwise mechanically inaccessible pockets within the broader treatment corridor. Slopes in these units are generally in excess of 40%, precluding safe or feasible mechanized equipment access. Access to units will be on foot; Contractor should anticipate limited or no vehicle access to treatment areas.

Treatment Specifications. Contractor shall hand cut small-diameter trees and brush, generally under 10 inches DBH, to reduce ladder fuels and surface fuel continuity, consistent with the Round Mountain Landscape Resilience Project Environmental Assessment. Trees larger than 10 inches DBH shall be retained unless specifically marked or approved for removal by the PM. All cut material (slash, brush, and small-diameter stems) shall be hand-piled within the treatment unit. Piles shall meet the following specifications:

- Piles shall be constructed so as to consume at least 85% of the stacked material, which generally means it is constructed tightly. Piles shall not be larger than 8x8x8 feet. Logs shall be laid parallel with the slope to reduce the likelihood of rollout.
- Piles shall not be located on slopes of 65% or greater, or on fragile or eroding slopes (per PDF FIRE-1);
- No pile construction is permitted within the 100-foot buffer around perennial and intermittent waters, or the 50-foot buffer around ephemeral streams (per PDFs SW-1 and FIRE-1);
- Piles shall be located away from the dripline of retained trees to avoid scorch damage during future burning, and shall be sited in open locations where feasible;

- There shall be no placement of piles in road ditches or on cut slopes above ditches;
- Piles shall be located to avoid existing large woody debris, consistent with PDF BIO-7;
- Piles shall be inspected and approved by the PM prior to final payment for each unit; piles not meeting the specifications above may be required to be reconstructed at Contractor's expense.
- Work within the 100-foot buffer around one perennial seep shall be conducted with both sawyer and swamper crews working concurrently – a biological monitor, supplied by YWI, is required for this work.

Contractor under this Bid Item is responsible only for cutting and pile construction; pile burning is NOT included in this scope of work. YWI will coordinate subsequent pile burning separately; Contractor shall not ignite piles under this contract.

Equipment. This Bid Item is hand-crew based (chainsaws and hand tools only); no tracked or wheeled mechanical equipment is anticipated within these units due to terrain constraints. Proposals shall describe crew size, tools, and safety equipment to be used.

4. Bid Item 2: Hand Thinning, Roadside Chipping, and Chip Haul-Off (0–100 feet from road centerlines, ~75 Acres)

Project Area. This Bid Item encompasses approximately 75 acres within 0–100 feet of the centerlines of Rock Creek Road, Hudson Way, Merrimas Way, and Moonlight Trail – the innermost, roadside band of the fuel break and a key evacuation and firefighter access corridor.

Treatment Specifications. Contractor shall hand thin trees and brush, generally under 10 inches DBH, prune residual trees to raise crown base height to a minimum of 8 feet, and reduce ladder and surface fuel continuity along the roadway corridor, consistent with the Round Mountain Landscape Resilience Project Environmental Assessment. Trees larger than 10 inches DBH shall be retained unless specifically marked or approved for removal by the PM. Cut slash and brush shall be dragged to roadside, chipped using a chipper, and the resulting chips hauled off-site by Contractor for beneficial reuse (e.g., landscaping mulch, biomass facility, greenwaste, or other outlet specified in the proposal packet). Unlike Bid Item 3, chips are NOT to be left on-site under this Bid Item – the objective is to minimize surface fuel loading directly along the evacuation corridor. Contractor is responsible for identifying and arranging an appropriate offsite destination for chip material and for all transportation and disposal/reuse costs, which shall be included in the unit price proposed.

- **Traffic Control.** Given the roadside nature of this work, Contractor shall post warning signs and/or provide flaggers as needed to protect public safety along Rock Creek Road, Hudson Way, Merrimas Way, and Moonlight Trail during active operations;
- **Chip Haul-Off and Beneficial Use.** Contractor shall document the destination and approximate volume of chips hauled off-site as part of progress reporting, to support YWI's grant reporting obligations to the Sierra Nevada Conservancy.

Equipment. Proposals shall describe the chipper(s) and support equipment to be used (make/model, mounting, capacity), truck/trailer hauling capacity, and crew size. Because this work occurs directly alongside public roads, Contractor shall be prepared to provide traffic control (signage and/or flaggers) as needed for public safety.

5. Bid Item 3: Mechanical Mastication and/or Hand Thinning/Tracked Chipping (100–200 Feet from Road Centerlines, ~64 Acres)

Project Area. This Bid Item encompasses approximately 64 acres within 100–200 feet of the centerlines of Rock Creek Road, Hudson Way, Merrimas Way, and Moonlight Trail – the outer band of the fuel break.

Treatment Specifications. Contractor shall remove trees and brush generally up to 10 inches DBH using mechanical mastication, hand thinning, and/or tracked chipping equipment, consistent with the Round Mountain Landscape Resilience Project Environmental Assessment. Trees larger than 10 inches DBH shall be retained unless specifically marked or approved for removal by the PM. Hand thinning and dragging to mechanical treatment shall be used to supplement mechanical treatment in areas where equipment access is constrained by slope, terrain, large woody debris, or resource protection buffers (roughly 5% of treatment area). Masticated or chipped material shall be left on-site, subject to the following requirements (per PDFs SW-2 and BIO-16):

- Average depth of chipped or masticated material shall not exceed 4 inches (averaged over the unit);
- Material shall not be concentrated at the base of retained trees;
- Mastication shall be implemented to maximize patchiness and retain groundcover where possible – operators shall avoid full-coverage treatment of areas with existing herbaceous or native grass cover to preserve a mosaic of ground conditions (per PDF BIO-2);
- No masticated or chipped material shall be placed within marked aquatic buffers (100 feet from perennial/intermittent watercourses, 50 feet from ephemeral streams) or on cultural resource sites.

Access Routes. Contractor shall use existing access routes wherever possible in preference to creating new ones, subject to approval by the PM and/or BLM (per PDF ACC-1). Access routes and off-road equipment travel shall be limited to slopes less than 40%. Tracked equipment (masticator, tracked chipper) is preferred over wheeled equipment to reduce soil disturbance and compaction. Equipment shall be cleaned prior to site entry and before moving between infestation areas to prevent the spread of invasive weeds and pathogens. The PM will inspect all new equipment for cleanliness prior to mobilization off of the public roadways. Contractor shall be responsible for decommissioning any new access routes upon completion of use, including camouflaging entrances and blocking vehicle access (per PDF ACC-2).

Equipment. Proposals shall include information about the types of equipment to be used, including make/model, wheeled vs. tracked configuration, and size. Tracked equipment with low ground pressure is preferred to reduce soil disturbance; this information will be used by the evaluation committee in ranking proposals.

6. Work Sequence and Timing (All Bid Items)

YWI's goal is to issue Notice to Proceed as early as possible after contract award, targeting on or about November 1, 2026. However, this project occurs on BLM land, and work cannot begin until BLM's seasonal fire-restrictions (typically in effect through the fall dry season) are lifted. The actual Notice to Proceed date is contingent on this determination and may be later than the target date; YWI will notify Contractor promptly once restrictions are lifted and work is authorized to begin. Work is expected to be substantially complete by February 28, 2027, consistent with the Phase 1 grant schedule. If needed, work may extend into a second season (October 2027–February 2028) with YWI approval.

Work will be overseen by a YWI Project Manager (PM). Contractor shall not be absent from the project for more than two weeks without express permission of the PM.

7. Communication and Coordination (All Bid Items)

For each Bid Item awarded, Contractor shall designate one crew lead who shall serve as the point of contact with the PM; proposals shall specify which key staff member will fill this role.

The crew lead will be responsible for providing weekly reports on project accomplishments to the PM (e.g., by phone call, text, or email) and will be available to respond to phone calls and/or emails from the PM. The crew lead will also be responsible for communicating Project requirements to all crew members. If the PM communicates a modification to treatments or other instructions, the crew lead shall pass these instructions along to all crew members within one day. The crew lead will give the PM at least 3 days' notice before moving to a new treatment area (or, for Bid Item 2, before beginning traffic control or road-adjacent work in a new treatment area).

8. General Conditions

Contractor shall provide all labor, materials, equipment, transportation, insurance, and permits necessary to complete the Bid Item(s) awarded. The following conditions apply, drawn from the Project Design Features (PDFs) of the Round Mountain Landscape Resilience Project Environmental Assessment, and other requirements stipulated by YWI. The full text of the PDFs is provided in Exhibit D; Contractor is responsible for compliance with all applicable PDFs, not only those summarized below.

- **Worker Environmental Awareness Training (BIO-1).** All crew members must complete a mandatory Worker Environmental Awareness Training (WEAT) before beginning work, covering sensitive cultural and biological resources, flagging color-keys, and treatment prescriptions. New workers must be trained before joining the crew.
- **Cultural Resources (CUL-2, CUL-3, CUL-4).** Known cultural resources will be flagged for avoidance; no ground disturbance is permitted within flagged areas without BLM Field Office Archaeologist approval, and no piles or chips may be placed on cultural resources. Contractor must immediately halt work within 50 feet of any inadvertently discovered cultural resource or human remains and notify YWI and the FO Archaeologist.
- **Aquatic Buffers and Erosion Control (SW-1, SW-2).** Non-disturbance buffers of 100 feet from perennial/intermittent watercourses and 50 feet from ephemeral streams will be flagged prior to treatment. Heavy equipment, ground disturbance, piles, chips, and refueling are prohibited within these buffers. Hand thinning of conifers and other non-riparian species is permitted within these buffers. Heavy equipment is prohibited on saturated soils; the average depth of chipped or masticated material must not exceed 4 inches.
- **Hazardous Materials (SW-3).** Contractor must maintain a BLM-approved spill plan and spill containment kits on site. Equipment refueling and storage of hazardous materials must occur at least 300 feet from perennial streams, 150 feet from intermittent streams, and 100 feet from ephemeral streams.
- **Vegetation and Wildlife Protections (BIO-2, BIO-3, BIO-4, BIO-6, BIO-7).** Broadleaf species (madrone, buckeye, tanoak, dogwood, bigleaf maple, hazelnut, blue oak, etc.) will be retained unless they constitute a ladder fuel or are overly dense. All reasonably-spaced blue oak seedlings and saplings will be retained. Riparian shrub and tree species will be retained within aquatic buffers. Per the EA's management objectives (Section 2.1), snags greater than 20 inches DBH with decay class 1–2 will be retained; up to 4 snags per acre may be retained, provided they do not pose

a risk to critical infrastructure, operations, or worker and public safety. Weed-infested areas will be flagged and avoided. Any wildlife encountered will be allowed to move away on its own; existing wood rat nests and large woody debris will be avoided.

- **Nesting Birds and Special-Status Species (BIO-8 through BIO-17).** Work within 300 feet of 2 perennial seeps is prohibited within 72 hours following a wetting rain event (>1/4 inch precipitation). A biological monitor is required for any work within the 100-foot buffer around one perennial seep. This contract's work window (October–February, per Section 6) falls outside the avian and non-amphibian breeding season (generally March 1–August 31), so other measures are not expected to apply under normal scheduling.
- **Noise (NOI-1).** Activities within close proximity to residences that could expose them to sound levels exceeding 65 dBA will be limited to 8:00 a.m.–6:00 p.m. Monday–Friday and 9:00 a.m.–3:00 p.m. Saturday–Sunday, unless otherwise approved.
- **Safety (SAF-1).** Signs and/or road guards will be posted as needed to warn the public. All combustion hand tools must have federal- or state-approved spark arresters. Existing utilities, fences, and other improvements will be protected.
- **Access Route Standards (ACC-1 through ACC-4, applicable to Bid Item 3).** No access routes shall be developed on slopes over 40% or on unstable soils. Routes shall be designed to direct water away from waterbodies and channel features, with erosion control (seeding, mulching, water barring) applied as needed. Existing gravel and dirt roads used for project activities shall be restored to pre-project condition following each phase of work.
- **Mastication Patchiness (BIO-2, applicable to Bid Item 3).** Equipment operators shall be instructed to minimize soil disturbance and preserve a patchy mosaic of shrubs and groundcover, particularly in areas with minimal existing fuel loading.
- **Trail Crossings.** Established bicycle and pedestrian trails will be flagged for avoidance. Machine crossings shall be selected by mutual agreement of the PM and Contractor, and flagged by the PM. Restoration of trail damage will be the responsibility of the contractor, and performed in consultation with Bicyclists of Nevada County.
- **Damage and Repairs.** Contractor is responsible for repairing any damage caused to roads, trails, gates, fences, culverts, or signage, restoring them to equal or better condition within ten days of notification. The PM will take a recording of road conditions prior to implementation.
- **Cleanup.** Contractor must maintain a clean worksite, remove trash daily, and ensure no waste is left on the ground.
- **Inspections.** YWI, in coordination with BLM, will conduct inspections to ensure compliance. Inspections do not relieve Contractor of responsibility for quality control. Final inspections for payment will occur only on completed units.

EXHIBIT C – PRESCRIPTION AND OPERATION SPECIFICATIONS

Round Mountain Landscape Resilience Project – Phase 1 | Nevada County, California

September 3, 2026

This Exhibit is part of the Scope of Work (Exhibit B) and is incorporated into the Request for Proposals and the resulting Fuels Reduction Operations Contract (Exhibit F).

This Exhibit describes the vegetation treatment prescription for the Round Mountain Landscape Resilience Project, Phase 1, consistent with the management objectives in Section 2.1 of the Round Mountain Landscape Resilience Project Environmental Assessment (DOI-BLM-CA-C080-2023-0029-EA). The same underlying prescription applies across all three Bid Items of this RFP.

1. Operation Objectives

The primary goal of this prescription is reduction of the risk of severe fire behavior along the Phase 1 ridgetop fuel-break corridor, due to its role as a strategic evacuation and firefighter access route and its proximity to residences along Rock Creek Road, Hudson Way, Merrimas Way, and Moonlight Trail, with a secondary goal of improving forest health and ecological function.

- Reduce surface and ladder fuel continuity so that fire cannot readily move from the ground into tree crowns along the treatment corridor;
- Create a stand of trees free of ladder fuels, except for specific species and isolated patches of understory retained for habitat and diversity; spacing is intended to be irregular rather than even;
- Promote a healthy, fire-resilient mix of shade-intolerant pine, Douglas-fir, and hardwood species over shade-tolerant incense-cedar;
- Achieve a desired post-treatment surface fuels condition of a low, well-dispersed bed of chips or masticated fragments, piled slash for future burning, as applicable to each Bid Item's scope of work;
- Retain snags and large downed wood to provide wildlife habitat and support long-term stand resilience.

2. Treatment Criteria

- Cut all conifers 10 inches DBH and under, except those meeting the retention criteria below (see conifer retention priority);
- Cut all oaks and madrones 10 inches DBH and under, except those meeting the retention criteria below (see hardwood retention priority);
- Cut all shrubs within 25 feet of road centerline, except those meeting the retention criteria below (see shrub retention priority);
- Cut continuous shrub stands to create horizontal discontinuity 25 to 200 feet from road centerline when they do not constitute a ladder fuel, and cut them when they do constitute a ladder fuel;
- Process (chip, masticate, or pile) all fuels 1 inch to 10 inches in diameter that are dead on the ground or generated by project activities;
- Buck downed wood greater than 10 inches to lay flat on the ground;
- Prune lower limbs of all residual trees to 8 feet above the ground surface, or to 1/3 of total tree height, whichever is lower. In no case shall pruning reduce live crown ratio below 50%. On slopes, measure from the uphill side. Cuts shall be made cleanly in accordance with ANSI A300;

- Spread chipped and masticated material no deeper than 4 inches on average across the treated area;
- (Optional add-on) Cut hazard trees within 1.5 times their height distance to the road, as marked or approved by the PM.

3. Retention Criteria

- Retain sugar pine unless they constitute a distinct ladder fuel. Retain occasional thrifty younger ponderosa pine, especially in open areas, to preserve recruitment among the stand.
- Retain hardwoods under 10 inches DBH at an irregular spacing of approximately 25 feet. For retained multi-stem trees under 10 inches DBH, remove stems to retain the best 1-2 leaders. Retention is especially important in beetle-killed and open areas, where retained hardwoods will provide future shade and stand structure;
- Retain non-oak broadleaf/hardwood species (buckeye, tanoak, dogwood, bigleaf maple, hazelnut, and others; madrone will be treated similar to oak species in alignment with the hardwood retention preference below) unless they constitute a ladder fuel;
- Young or sapling blue oaks shall be avoided and protected from equipment damage;
- Retain riparian shrub and tree species (willow, ash, California grape, maple, snowberry, alder, dogwood, elderberry, redbud, and other riparian and uncommon species); only hand thinning of conifers and other non-riparian species is allowed within aquatic buffers;
- Species retention preference, ordered from most preferred (retain first) to least preferred (cut first) (reflecting the EA's objective of promoting ponderosa pine, sugar pine, black oak, and Douglas-fir as the dominant residual species):
 - Conifers: sugar pine, ponderosa pine, Douglas-fir, white fir, incense-cedar;
 - Hardwoods: Oregon white oak, blue oak, madrone, black oak, canyon live oak, interior live oak;
 - Shrubs: toyon, Lemmon's ceanothus, deer brush, coffeeberry, buck brush, manzanita;
- Retain snags greater than 20 inches DBH with decay class 1–2; up to 4 snags per acre may be retained, provided they do not pose a risk to critical infrastructure, operations, or worker and public safety (per EA Section 2.1);
- Retain existing coarse woody debris and downed logs to the extent feasible; avoid damaging large (>14 inches DBH) hollow or rotten logs and stumps.

4. Compliance Monitoring

The PM will conduct periodic field inspections of completed units to verify compliance with this prescription. This prescription may be refined by the PM prior to or during implementation to reflect on-the-ground conditions, in consultation with BLM resource specialists as needed.

EXHIBIT D – ENVIRONMENTAL COMPLIANCE MEASURES

Round Mountain Landscape Resilience Project – Phase 1 | Nevada County, California

The measures that follow apply to all work under this RFP. Contractor is responsible for compliance with all applicable project design features (PDFs), not only those summarized in Exhibit B.

PDF ID	PDF Name	PDF Requirements
<i>Air Quality</i>		
AIR-1	Fugitive Dust Control	Water or approved road surface stabilizers/dust-control additives will be applied to gravel roads to prevent excessive dust, as needed and/or when directed by the YWI Project Manager or BLM. Road surface stabilizers/dust-control additives will not be allowed to enter waterways during application. No surface water will be drafted for dust control.
AIR-2	Implement BLM-approved Prescribed Fire Plan	A BLM-approved Prescribed Fire Plan will be in place prior to ignition of prescribed fire. Air emissions will be managed by timing and atmospheric dispersal per the approved Prescribed Fire Plan.
AIR-3	Meet Air Quality Standards during Prescribed Burns	All uses of prescribed fire will meet the air quality standards, regulations, policies, and guidelines specified by the Federal Clean Air Act, the California Clean Air Act, the California Air Resources Board, Northern Sierra Air Quality Management District, and BLM Handbooks. This will be detailed in the BLM approved Prescribed Fire plan.
AIR-4	Comply with Diesel Emission Standards	The BLM and its collaborators will adhere to fuel standards for diesel fuel emissions established by the Air Resources Board and Northern Sierra Air Quality Management District, for all on-road vehicles and off-road vehicles and equipment involved in the project.
<i>Cultural Resources</i>		
CUL-1	Provide Advance Notification to BLM Archaeologist	To ensure the protection of Cultural Resources, the Motherlode Field Office (FO) Archaeologist will be notified in advance of upcoming forest treatments, including prescribed burning operations. This notification will include the proposed locations of access routes and equipment storage/staging areas. Coordination with the FO archaeologist will occur prior to each phase of implementation, including whenever a Request for Proposals (RFP) is released for Project work, so that site-specific resource protection measures can be prescribed. Notification will also be provided to the FO NEPA coordinator, FO biologist, and FO botanist.
CUL-2	Protect Known Cultural Resources	The following measures will be implemented to avoid disturbance of known cultural resources: • Prior to each phase of implementation, known cultural resources within treatment areas will be flagged for protection by, or as directed by, the FO Archaeologist.
		This includes the flagging of known cultural resource sites for visibility and avoidance. This may also include flagging in areas along historic ditches, or other cultural features, where equipment may pass through on established breaches. No ground disturbance will be permitted within areas flagged for cultural resources; however, handwork may occur in these areas when approved by the FO archaeologist. Slash will be removed from these areas to be

PDF ID	PDF Name	PDF Requirements
		chipped or piled for future burning. - There will be no piling or broadcasting of chips on top of cultural resources. - Where directed by the FO archaeologist, a Cultural Resource Monitor will be present during treatments, as needed, to ensure treatments do not affect known cultural resources. - Hazardous trees near cultural resources would be directionally felled, as needed to avoid cultural resources, and would be removed, where possible.
CUL-3	Inadvertent Discovery of Cultural Resources	In the event of unanticipated discovery of cultural resources during the Project, the following procedures will be undertaken. - The FO Archaeologist and Field Manager will be immediately notified by personnel responsible for project implementation. - All project work and activities with the potential to damage the cultural resource will cease immediately within 50 feet of the discovery. This distance may be changed at the discretion of the FO Archaeologist in consultation with the Field Manager, taking into account the circumstances of the specific project activity and discovery. - The FO Archaeologist will make an assessment of the situation and, in consultation with the Field Manager, prescribe a course of action consistent with Section 106 regulations at 36 CFR 800.13 pertaining to post-review discoveries and unanticipated effects. - The FO Archaeologist would oversee and document implementation of the agreed-upon steps and would report the discovery event and the manner of its resolution.
		The Field Manager has sole discretion to authorize (through a Notice to Proceed) continuation of project work and activities within the area of the discovery or anticipated effects after the situation is fully resolved.
CUL-4	Inadvertent Discovery of Human Remains	Inadvertent discovery of human remains and objects subject, or potentially subject, to Native American Graves Protection and Repatriation Act (NAGPRA) as defined in 43 CFR 10.2 (d) will be handled by the BLM under the Archaeological Resources Protection Act regulation at 43 Code of Federal Regulations (CFR) 7 and NAGPRA regulations at 43 CFR 10 as well as related BLM policy, including BLM California-specific policy and procedures such as those in the Protocol. The situation will be resolved to the satisfaction of the Field Manager, working in consultation with the FO Archaeologist, before project work and activities are allowed to continue in the area of the inadvertent discovery. The Field Manager has sole discretion to authorize (through a Notice to Proceed) continuation of project work and activities in the area of the discovery.
<i>Soil and Water Resources</i>		
		Prior to vegetation treatments in the vicinity of aquatic resources, non-disturbance buffers would be flagged 100 feet from the upper banks of perennial and intermittent watercourses (i.e. Rock Creek, perennial seeps, the perennial pond, and intermittent streams) and 50 feet from the upper banks of ephemeral streams. - The following activities would be prohibited within all aquatic buffers: - Placement of piles or chips - Direct Ignition of broadcast burns

PDF ID	PDF Name	PDF Requirements
SW-1	Aquatic Buffers	○ Prescribed herbivory ○ Refueling ○ Mechanical construction of fire-lines ● The following additional activities would be prohibited within the 100-foot buffer around perennial and intermittent watercourses: ○ Use of heavy equipment or vehicles ○ Ground disturbance
		○ Direct ignition of prescribed fire, including broadcast burning ○ Skid trails ● The following restrictions would apply within the 50-foot buffer around ephemeral streams: ○ Equipment may cross ephemeral streams only when no water is present and only when the crossing helps minimize the area of ground disturbance in the treatment area. ○ Besides the crossing of the dry ephemeral stream beds to facilitate equipment access into treatment areas, there would be no use of heavy equipment or vehicles in the 50-foot buffer around ephemeral streams. ● Hand work (using chainsaws to remove conifers and other non-riparian species less than 12 inches DBH and hauling slash out of aquatic buffer) may be permitted within aquatic buffers, with approval from the FO Biologist. ● See PDF “SW-3” for refueling requirements.
SW-2	Erosion Control	● Project use of access routes, including temporary roads, landings, skid trails, existing native surface or gravel roads, and project-related off-road ground disturbance may be conducted during the wet season (generally October 15 through May 15) only with approval from BLM, and when weather and soil moisture conditions would allow these activities to occur without resulting in road damage and/or the potential for off-site sediment movement. ● Heavy equipment would be prohibited from operating during saturated soil conditions (soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur). Indicators of saturated soil conditions may include, but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing material during implementation operations, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or inadequate traction without blading wet soil or surfacing materials. ● Heavy equipment operators would be instructed to avoid and minimize soil disturbance as much as possible.
		● The average depth of chipped or masticated material will be less than 4 inches to prevent erosion while minimizing surface fuels. ● Whenever possible, ground vegetation would be retained on cut and fill slopes to reduce surface erosion and maintain slope stability, unless it poses a safety hazard or restricts individual project activities. When vegetation is cut, the root mass and ground surface would be left intact.

PDF ID	PDF Name	PDF Requirements
		Where needed to prevent erosion, disturbed soils would be covered with chips; may be seeded with native, regional seed, and a thin layer of weed-free straw; or would be protected using other best management practices such as straw waddles, straw matting, jute netting, riprap armoring, etc. Where soils are deeper and more likely to erode, a packed gravel base (weed-free) may be used on roads and trails to help reduce soil movement.
SW-3	Hazardous Materials	- Project contractors will be required to have a BLM-approved spill plan or other applicable contingency plan. The plan will include procedures to be followed in the event of a release of oil or other hazardous substance into the soil, water, or air. As part of the plan, the contractor will be required to have spill containment kits present on the site during operations. - Equipment refueling will not occur within 300 ft of perennial streams, 150 ft of intermittent streams, and 100 ft of ephemeral streams to prevent toxic materials from entering waterways. - All equipment, including hydraulic fluid and fuel lines, shall be in proper working condition in order to minimize leakage. - All hazardous materials, including herbicides, and petroleum products will be stored in durable containers located at least 300 feet from aquatic resources. Containers will be located so that accidental spills will be contained and will not drain into the stream system. Waste diesel, oil, hydraulic fluid and other hazardous materials will be removed from the site and disposed of at an approved site. - When not in use, drip pans will be placed under equipment to prevent habitat contamination.
Biological Resources		
BIO-1	Worker Environmental Awareness Training	All personnel will be required to participate in a mandatory Worker Environmental Awareness Training (WEAT) prior to beginning work on the Project. The WEAT will summarize sensitive habitats and resources (including biological and cultural resources) within the Project area, and requirements for their protection. The WEAT will provide instructions for compliance with PDFs and will cover flagging color-keys and sample marks for treatments/forest prescriptions.
BIO-2	Vegetation	- When mastication is used, it will be implemented in a way that maximizes patchiness and retains groundcover when possible. Masticator operators would be instructed to minimize soil disturbance and, where fuel loading levels are minimal, to prioritize leaving a patchy mosaic of ground cover by avoiding areas with herbaceous and native grass cover. - Areas supporting special-status plants, Sensitive Natural Communities, and/or blue oak seedlings will be flagged for avoidance, left untreated, and protected from inadvertent disturbance or damage. When mechanical and chemical treatments are proposed in the vicinity of special-status plants, Sensitive Natural Communities, and/or blue oak seedlings, the flagged non-disturbance area would include a buffer of 25 feet surrounding the plant population. Uncommon plant communities and native species of local interest will be retained and left untreated, unless to do so would create an unsafe concentration of fuels. - Broadleaf tree species such as madrone, buckeye, tanoak, dogwood, bigleaf maple, hazelnut, blue oak, and others, would be retained

PDF ID	PDF Name	PDF Requirements
		unless they constitute a potential ladder fuel. - Where there are dense stands of young oaks or multi-stem oaks treatments in these areas may include thinning to a more desirable density to release individual oaks. Where possible, blue oaks will be selected for retention over live oaks. - Sugar pines would be retained unless they are specifically identified for removal as hazard trees, ladder fuel, or other.
BIO-3	Riparian Vegetation	Within aquatic buffers (100 feet around perennial and intermittent watercourses; 50 feet around ephemeral streams), species such as willow, ash, California grape, maple, snowberry, alder, dogwood, elderberry, and other riparian shrub species will be retained. Hand thinning of conifers and other non-riparian species less than 12 inches DBH is allowed within aquatic buffers. These trees will be manually removed from aquatic buffer areas to be chipped or piled for future burning.
BIO-4	Non-native Invasive Plants	- Whenever possible, priority weed-infested sites will be treated using Integrated Pest Management (IPM), in coordination with other forest treatments. - Weed-free gravel and fill dirt will be used for road work. - Except for implementation of focused treatments of invasive plants, weed-infested areas would be flagged and avoided during forest treatments. When mechanical treatments are proposed in the vicinity of weed-infested sites, the flagged non-disturbance area would include a buffer of 25 feet surrounding the plant population. Hand tools, including but not limited to chainsaws, weed-eaters, bladed weed-eaters, hedge trimmers, and weed wrenches, as well as other IPM methods, may be used within weed-infested areas for focused management of invasive plants. Tools should be cleaned of all plant material and soil between uses. - To prevent weed germination and establishment, soil disturbance would be minimized and native vegetation would be retained to the maximum extent practicable while still meeting Project objectives. - If deemed appropriate by the FO botanist, burned piles or other disturbed sites will be seeded with native species or covered with native duff/litter, particularly if known or expected invasive plants species are present. - Where feasible, treatment areas will be monitored and invasive plants will be re-treated. - Weed propagation and establishment will be minimized by avoiding driving through weed-infested areas to the maximum extent feasible. - To avoid the importation or spread of invasive weeds or non-native invasive plant species, all tools, equipment and materials required for project implementation will be washed prior to transport to the project site according to the following: - Sites where equipment can be cleaned will be identified before Project initiation. - Equipment will be cleaned or pressure washed to remove mud, dirt, and plant parts before entering public lands, prior to initiating Project activities, before transport to new work areas, and before leaving the project site if
		Equipment will be cleaned or pressure washed to remove mud, dirt, and plant parts before entering public lands, prior to initiating Project activities, before transport to new work areas, and before leaving the project site if

PDF ID	PDF Name	PDF Requirements
		operating in areas infested with weeds. Weeds that establish at designated equipment cleaning sites will be inspected and treated, as necessary. All seeds or other propagules used in revegetation would be collected from within the South Yuba or Middle Yuba watersheds to preserve genetic diversity and local genotypes and to avoid introduction of pathogens.
BIO-6	Snags and other Wildlife Habitat Features	- Defect trees, snags, and downed logs would be retained for wildlife to the extent feasible. In particular, snags greater than 24 inches DBH, which provide hiding, denning, nesting, and food storage sites for a variety of wildlife, would be retained unless to do so would create an unsafe concentration of fuels. - Snags would be retained within Protected Activity Centers (PACs) for California spotted owl and northern goshawk unless to do so would create an unsafe concentration of fuels. Outside of the PACs and on all other parcels, treatments would retain a minimum of the largest eight snags per acre, on average across each parcel. If this is < 20 square feet basal area per acre, the Project would save snags < 30 inches in DBH, from the largest down, to a total of eight snags per acre or 20 square feet basal area per acre, whichever comes first. - Sensitive biological resources would be flagged for visibility and avoidance. No entry of persons or equipment will be permitted in areas flagged for avoidance. This will include snags to be retained and other potential wildlife habitat features (e.g. trees with complex structure, cavities, roosting or nesting platforms, nests, acorn granaries). For prescribed fire treatments, these features will be excluded from the burn unit or fuels will be removed from around the feature prior to burning.
BIO-7	General Wildlife	If a wildlife species is encountered during work, it will be allowed to move out of harm's way of its own accord. If it cannot be allowed to move out of harm's way on its own accord, a qualified biologist shall move the species to the nearest area of suitable habitat outside of the work. If applicable, depending on the status of the species,
		agency approval will be obtained before any species is moved. - Existing wood rat nests and other existing large woody debris will be avoided when creating burn piles. Where possible, the Project will avoid damaging large (18+ inches) hollow or rotten logs and rotten stumps during all Project activities. Existing coarse woody material (more than 10 inches in diameter at the large end) and snags will be retained, as possible. - If a potential wildlife nest/den site cannot be avoided, the pile will be checked for signs of wildlife before damaging or lighting. If nests or dens are found, the pile will be retained, if possible. If it must be burned, it will be restacked nearby or the animal will be given a path to escape from the fire.
		Project activities during the avian breeding season (generally March through August) will be minimized to the extent possible. If Project activities will occur during the avian breeding season, a qualified biologist will flag a minimum of 10% of the treatment area to be left undisturbed and remain uncut, with a focus on areas of highest quality bird nesting habitat.

PDF ID	PDF Name	PDF Requirements
BIO-8	Nesting Birds and Raptors	Alternatively, and/or at the discretion of the BLM wildlife biologist, a qualified biologist will conduct a pre-Project nesting bird and raptor survey prior to the start of Project activities, as described below. • The pre-Project nesting bird and raptor surveys will be conducted between March 1 and August 31 no more than 10 days before the initiation of Project activities. • If a lapse in Project activities for 10 days or longer occurs, another pre-Project survey will be performed. • Surveys for raptor nests should extend 0.25 mile from the Project area to ensure that nesting raptors are not affected by Project disturbances. • For surveys in inaccessible areas, the surveying biologist will use binoculars to scan any suitable nesting substrate for potential raptor nests. • If an active bird or raptor nest is identified within the Project area or an active raptor nest is identified within a 0.25 mile from the Project area, a no-disturbance buffer will be established around the nest to avoid disturbance of the nesting birds or raptors until a
		qualified biologist determines that the young have fledged and are foraging on their own. • Non-disturbance buffers will be a minimum of 50 feet surrounding the active nest of a migratory bird. Buffer size will depend on the species identified, level of noise or Project disturbance, line-of-sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers. • In addition to the establishment of buffers, other avoidance measures (determined during agency coordination) may include monitoring of the nest during work and restricting the type of work that can be conducted near the nest site.
BIO-9	Bald Eagle	• If any active nests are discovered, treatment activities will avoid cutting/felling/hauling activities within 0.25 mile of active nests. • No cutting/felling/hauling activities will be conducted within 0.25 mile of winter roosts between December 1 and April 1 of any given year.
BIO-10	Golden Eagle	• If any active nests are discovered, treatment activities will avoid cutting/felling/hauling activities within 0.25 mile of active nests.
BIO-11	Northern Goshawk	• If any active nests are discovered, preferred habitat/activity centers would be delineated, based on U.S. Forest Service (USFS) method of delineating northern goshawk Protected Activity Centers (PACs). These would be delineated to: (1) include known and suspected nest stands and (2) encompass the best available 200 acres of forested habitat in the largest contiguous patches possible. Best available forested stands have the following characteristics: (1) trees in the dominant and co-dominant crown classes average 24 inches DBH or greater and (2) stands have at least 70 percent tree canopy cover. • Project activities will avoid cutting/felling/hauling activities within 0.25 mile of any active northern goshawk nest. • As additional nest location and habitat data become available, preferred habitat/activity center boundaries would be reviewed and adjusted as necessary to better include known and suspected

PDF ID	PDF Name	PDF Requirements
		nest stands and to encompass the best available 200 acres of forested habitat. ● Forest treatments within northern goshawk preferred habitat/activity centers would only be implemented as needed to restore and protect habitat conditions, and would ensure that within these areas trees in the dominant and co-dominant crown classes continue to average 24 inches DBH or greater and would continue to have at least 70 percent tree canopy cover. ● Snags would be retained in PACs unless to do so would create an unsafe concentration of fuels.
BIO-12	California spotted owl	● If occupancy status is unknown, suitable nesting and roosting habitat for California spotted owl shall be surveyed to determine occupancy status in advance of any management activities that could reduce habitat quality. ● Protected activity centers (PACs) shall be designated based on: the most recent documented nest site; the most recently known roost site when nest location remains unknown; or a central point based on repeated daytime detections when neither nest nor roost locations are known. ● PACs shall be designated to include 300 acres of the highest quality nesting and roosting habitat, in as compact an area as possible, comprised of (1) CWHR classes 6, 5D, 4D, and 4M (listed in descending order of priority); (2) at least two tree canopy layers; (3) dominant and codominant trees averaging more than 24 inches dbh; (4) more than 60 to 70 percent canopy cover; (5) large snags (at least 45 inches dbh); and (6) snag down woody material levels that are higher than average. ● Within a 0.25-mile buffer surrounding active nests, a Limited Operating Period (LOP) from March 1st to August 15th will be maintained annually. During the LOP, there would be no equipment-use generating noise above ambient levels (including chainsaws) or herbicide use within the 0.25-mile nest buffer, unless surveys confirm that California spotted owls are not nesting. The LOP may be modified or waived under any of the following conditions: (1) when surveys indicate absence of nesting owls, (2) when activities are of small scale and short duration, or (3) when the benefit of management activities to habitat resilience outweighs the potential short-term risk to owls.
		● There will be no mechanical or herbicide treatments within nest stands, even outside of breeding season. "Nest stand" is defined as the 10 acres surrounding the nest tree. It is typically characterized by high canopy cover (>70%), large trees (>24 inch DBH), multiple canopy layers dominated by medium sized trees (12-24 inch DBH), and a high basal area (185-350 square feet/acre). ● Within PACs, areas of high canopy cover should be preserved, along with some areas of subdominant canopy layers, all large snags (>45 inch DBH), and higher than average levels of down woody material. The understory of mid- to late-seral areas should be managed for a patchy distribution of shrubs, forbs, tree regeneration patches, and bare ground. ● Reduction in habitat quality is acceptable in up to one third (100 acres) of a PAC where necessary to increase long-term resilience,

PDF ID	PDF Name	PDF Requirements
		provided: (1) the quadratic mean diameter (QMD) is increased for the PAC as a whole; (2) a minimum of 50 percent canopy cover is maintained, averaged at the PAC scale; (3) habitat quality will increase post treatment; and (4) habitat quality is maintained in the highest quality nesting and roosting habitat. - As additional nest location and habitat data become available, PAC boundaries shall be adjusted, as applicable. - All treatments used within PACs will retain living trees (non-hazard) with DBH greater than 30 inches.
BIO-13	Bats	- Within occupied maternity roosting habitat, treatments are limited to protection or improvement of roosting habitat. - All abandoned buildings, if any occur within project area, will be inspected for bats before project implementation. If occupied, the buildings will be treated as maternal roosting habitat. Project area will be surveyed for caves and abandoned mines before project implementation. If caves and/or abandoned mines are located, they will be treated as occupied maternity roosting habitat.
		Within occupied maternity roosting habitat, Project activities that may affect bats may not occur between February 2 and September 14.
BIO-14	Fisher, Marten, and Ringtail	- Treatment activities are prohibited around active fisher, marten, and ringtail den sites. If an active den site is present, a non-disturbance buffer will be established around the site. The size and duration of the buffer will be sufficient to ensure that treatments don't result in breeding disturbance, will be determined by the BLM FO Biologist, and will depend on the species and on the intensity, duration, timing, and specific location of proposed treatment. - Project area will be surveyed to determine presence/absence of fishers, marten and ringtails using camera traps or other protocols approved by the FO biologist. If any species are detected, the FO biologist will determine the necessary protection measures.
BIO-15	California red-legged frog Critical Habitat	- Treatments will be designed to ensure they will not directly or indirectly adversely alter the quantity or quality of the essential physical or biological features of designated critical habitat for California red-legged frog. - When possible, treatments will be designed to accelerate the capacity of the designated critical habitat to provide essential physical or biological features or to develop those features over time.
BIO-16	California Red-Legged Frog	To avoid potential impacts to CRLF the following measures would be implemented: - The following additional activities will be prohibited within the 100-foot buffer around perennial and intermittent watercourses: use of heavy equipment or vehicles, ground disturbance, and skid trails. See PDF "SW-3" for refueling requirements. - Prior to vegetation treatments in the vicinity of aquatic resources, non-disturbance buffers will be flagged 100 feet from the upper banks of perennial and intermittent watercourses (i.e., Rock Creek, perennial seeps, the perennial ponds, and intermittent streams) and 50 feet from the upper banks of ephemeral streams. - The following activities will be prohibited within all aquatic buffers: placement of piles or chips, direct ignition of broadcast burns, prescribed herbivory, refueling, and

PDF ID	PDF Name	PDF Requirements
		mechanical construction of fire-lines. - For herbicide use within California red-legged frog critical habitat, the areas proposed for treatment will be surveyed for any water body (including seeps, springs, wet meadows, creeks, and ponds) prior to the start of work and a 100-foot buffer from suitable aquatic habitat will be flagged for avoidance within California red-legged frog critical habitat. Outside of critical habitat, herbicide application will be prohibited within a 25-foot buffer from suitable aquatic habitat for the California red-legged frog. - ATVs and other heavy equipment used to apply herbicides will stay on previously authorized roads, trails, and parking areas/trailheads. - A biological monitor for California red-legged frog would be present during handwork within the 100-foot buffer around perennial and intermittent watercourses. - A limited operating period (LOP) restricting activities within 300 feet of potential breeding habitat (perennial ponds and perennial seeps) would be implemented from the first fall frontal system depositing a minimum of 0.25 inch of rain on or near October 15th through April 15th. During the LOP, any rain event that deposits a minimum of a 0.25 inch of rain would trigger a halt to activities. Activities may only resume after a 72-hour drying period. - There will be no direct ignition for prescribed fire within the 100-foot buffer around perennial and intermittent aquatic resources unless otherwise agreed by the Hydrologist, Botanist, or Aquatic Biologist. Fire may occasionally back into aquatic buffers. Direct ignition may occur within the 50-foot buffer around ephemeral aquatic resources. - All trees will be felled away from water features. - There will be no water drafting as part of the Project. - If a California red-legged frog is encountered in the work area, workers will stop all work in the immediate area and the sighting will be reported to the FO biologist, who will report the encounter to the USFWS to receive further guidance to ensure compliance with the ESA. - Vegetation treatments will avoid creating dispersal barriers (e.g., leaving large, felled logs in a pattern that restricts dispersal).
		- Prior to all treatments, special habitat for wildlife, such as native ground cover, rocky outcrops, and organic debris will be flagged for avoidance to help promote and retain features across the landscape and retain a diversity of habitat types. - When mastication is used, it will be implemented in a way that maximizes patchiness and retains groundcover when possible. Masticator operators will be instructed to minimize soil disturbance and, where fuel loading levels are minimal, to prioritize leaving a patchy mosaic of ground cover by avoiding areas with herbaceous and native grass cover. - The average depth of chipped or masticated material will be less than 4 inches to prevent erosion while minimizing surface fuels. - No access routes will be allowed within aquatic buffers around perennial and intermittent aquatic resources. The only equipment crossings allowed are during the dry season, and only through ephemeral streams when the crossing helps limit the area of ground

PDF ID	PDF Name	PDF Requirements
		disturbance in the treatment area. - Contractors will be required to decommission access routes upon completion of use. Decommissioning will require that access is thoroughly blocked so that vehicle use is precluded along the entire length of the access route. - All personnel will be required to participate in a mandatory Worker Environmental Awareness Training (WEAT) prior to beginning work on the project. The WEAT will summarize sensitive habitats and resources (including biological and cultural resources) within the project area, and requirements for their protection. The WEAT will provide instructions for compliance with conservation measures and will cover flagging color-keys and sample marks for treatments/forest prescriptions.
BIO-17	Northwestern Pond turtles	- A limited operating period (LOP) restricting activities (including herbicide) within 300 feet of potential breeding habitat (perennial ponds and perennial seeps) would be implemented from April-June. - No herbicide use within 25 ft of aquatic habitat outside of breeding season.
		A biological monitor for Northwestern Pond turtles would be present during handwork within 100-foot of perennial and intermittent watercourses.
<i>Prescribed Fire</i>		
FIRE-1	Burn piles	- There will be no burning, storing, or placement of materials (e.g., chips, slash, logs) in road ditch-lines or on cut slopes above ditch-lines, unless the material can provide bank stability and will not be transported into the ditch at the side of the road. - Hand-piles may not be located on slopes 65% or greater, or on any fragile or eroding slopes. - No hand-pile construction or hand-pile burning will occur within the 100-foot buffer around perennial and intermittent aquatic resources.
FIRE-2	Broadcast burning	- There will be no direct ignition for prescribed fire within the 100-foot buffer around perennial and intermittent aquatic resources unless otherwise agreed by the FO Hydrologist, Botanist, or Biologist. Fire may back into aquatic buffers. Direct ignition may occur within the 50-foot buffer around ephemeral aquatic resources. - There will be no mechanical construction of fire lines within aquatic buffers. - Erosion control techniques such as water-barring or debris placement will be used on fire lines when there is potential for soil erosion and delivery to waterbodies, floodplains, and wetlands. The Project will avoid placement of fire lines where water would be directed into waterbodies, floodplains, wetlands, headwalls, or areas of instability. - Class A retardant foams may be used to control and suppress fire during prescribed fire implementation. It may be used as part of wet line construction, mop up, and suppression. The foam is made by introducing air into a mixture of water and foam concentrate, usually as part of the pump apparatus on a firefighting engine, and then applied to the wildland fuels via the nozzle. Chemical retardant foam will not contact waterbodies, or wetlands and will only be used a

PDF ID	PDF Name	PDF Requirements
		minimum of 300 feet from the high-water line of any water body. The Project will store ignition devices/materials (e.g., flares and drip torches) a minimum of 200 feet from aquatic resources.
<i>Access and Staging</i>		
ACC-1	Access Routes	● The Project will use a designated network of access routes, including temporary roads, landings, skid trails, and off-road travel, for equipment access into treatment areas. The network will use existing access routes for access wherever possible, over creating new access ones. Access routes will be opened, developed, and/or driven on only following approval from the BLM and/or YWI Project Manager. ● No access routes will be allowed within aquatic buffers around perennial and intermittent aquatic resources. The only equipment crossings allowed are during the dry season and only through ephemeral streams when the crossing helps limit the area of ground disturbance in the treatment area. ● Access routes will be developed in stable locations and will consider proper spacing, direction, and location relative to terrain and stream channel features. There will be no access routes on slopes over 40% or unstable slopes and sensitive soils. ● Access routes would be designated in locations that channel water away from waterbodies, floodplains, and wetlands, or unstable areas adjacent to them. ● Erosion control measures would be applied at access routes and other disturbed areas with potential for erosion and sediment and silt delivery to waterbodies, floodplains, or wetlands. These practices may include seeding, mulching, water barring, and placement of woody debris or chips. These practices may be required to temporarily stabilize access routes during work suspension, as directed by the YWI Project Manager or BLM. ● The contractor would be advised to minimize soil compaction, where feasible. During some treatments, heavy equipment such as a masticator, tracked chipper, and small excavator would be used off of designated access routes and would traverse off-road portions of the forest. During equipment use, especially when used outside of access routes, operators will minimize the number of times a piece of equipment tracks over a given piece of ground and would only operate on slopes less than 40%. ● Access routes will be located to minimize disturbance to coarse woody debris (i.e. existing downed logs). Where
		access routes encounter large coarse woody debris, either the log would be moved out of the way, or a section will be bucked out for equipment access. All sections will remain on site and as undisturbed as possible.
		The Project would attempt to preclude any and all unauthorized, post-project vehicle use of access routes, including temporary roads, landings, and skid trails. Measures to prevent future vehicle use of access routes would include but are not limited to the following: ● Prior to the opening or development of access routes, especially where they intersect public roads or at other highly visible locations, the YWI Project Manager, BLM, and contractor would discuss strategies for camouflaging the entrance. Where possible, vegetation that provides screening of the access route entrance

PDF ID	PDF Name	PDF Requirements
ACC-2	Access Route Decommissioning	would be retained and left as undisturbed as possible, while still allowing project equipment access. This vegetation would be flagged for retention, and the contractor would be required to leave it as undisturbed as possible. ● Prior to the opening or development of access routes, the contractor must provide and obtain YWI/BLM approval of their plan for post-project access route decommissioning. ● Contractors would be required to decommission access routes upon completion of use. Decommissioning would require that access is thoroughly blocked so that vehicle use is precluded along the entire length of the access route. This would include placing logs, slash, boulders, berms, and/or other approved barricade material so the entrance is camouflaged and blocked. Access route decommissioning may also include ripping, water barring, seeding, mulching, recontouring, stabilization, and other actions, as applicable. ● If needed for multiple operating seasons, access routes will be water-barred to control erosion, as needed, and thoroughly blocked at the entrance, to prevent use until final decommissioning. ● Applicable measures described above for precluding vehicle use of access routes would also be implemented to prevent vehicle use of fire lines, as needed.
ACC-3	Waterbars	Spacing and construction of waterbars on access routes and fire lines will be based on gradient and erosion class in compliance with standard BLM guidelines. The following techniques will be used to construct waterbars: ● Open the downslope end of the waterbar to allow free passage of water. ● Construct the waterbar so that it will not deposit water where it will cause erosion. ● Compact the waterbar to prevent water from breaching the berm. ● Skew waterbars no more than 30 degrees from perpendicular to the centerline of the trail or road.
ACC-4	Restore Existing Roads	Following completion of each phase of implementation, and/or prior to the wet season, existing gravel roads used for Project activities would be restored to pre-project conditions. Contractors would be required to document existing conditions of gravel roads planned for project use prior to project initiation and would document restoration of these conditions following Project completion. If fill or gravel is used for road repairs or access routes, it must be certified weed-free and may be temporarily stored in stable areas in a location where sediment laden runoff can be confined. This material will be stored a minimum of 300 feet from perennial streams, 150 feet from intermittent streams, or 100 feet from ephemeral streams. Materials will be stored in previously disturbed areas whenever possible. Material storage areas will be approved by the YWI Project Manager or BLM resource specialists prior to their use.
		addition to all other applicable PDFS for access and staging, the following PDFs would apply during removal of wood products: ● Existing access routes would be used as designated skid trails. Soil compaction would be limited to less than 12% of the Project area.

PDF ID	PDF Name	PDF Requirements
ACC-5	Commercial Logging Operations	- Low psi, wide-track vehicles or one-pass operations (one round trip, in and out) will be required for all mechanical harvest operations, including felling and bunching. For multiple passes, equipment must walk on at least 12 inches of slash for equipment greater than 6 pounds per square inch or at least 8 inches of slash for equipment less than 6 pounds per square inch. Mechanized equipment must be capable of reaching 20 feet. - Mechanical skidding on slopes will be minimized. To control erosion and soil disturbance, downhill skidding will be limited to slopes less than 40%.
Noise		
NOI-1	Avoid Noise Disturbance to Residences	Project activities that occur in close vicinity of residences and that could cause noise disturbance to residences (i.e. expose residences to equivalent continuous sound levels exceeding 65 A-weighted decibels) will be limited to daytime hours of 8:00 a.m. to 6:00 p.m. Monday through Friday, and 9:00 a.m. to 3:00 p.m. on Saturday and Sunday unless conditions warrant that certain project activities occur during evening or early morning hours (e.g., extreme heat).
Visual		
VIS-1	Forest Thinning and Feathering Practices	In areas where clearing within dense vegetation is required, thinning and feathering of the adjacent vegetation will be incorporated, as feasible, to dissipate the linear edges of the clearing and mimic forms of natural clearings. In general, thinning and feathering will be done in irregular patches of varying densities as well as a gradation of tall vegetation down to low vegetation at the clearing edge for a more natural appearance.
VIS-2	Recreational trails	- Where treatments occur where there are established recreational trails, treatments will attempt to maintain canopies, when feasible, where trails can pass beneath. - Treatments will consider opportunities to create and enhance views. - Vegetation treatment debris will be kept away from trails.
VIS-3	Private Residences	To minimize visual impacts to private residences in the vicinity of treatment areas, the Project will attempt to preserve vegetation, as possible, where it serves as a screen from roads and/or neighbors, guides vehicular and pedestrian access, or provides shade. Where feasible, the YWI Project Manager will meet with adjacent property owners to discuss their requests for vegetation that should be left for screening. The Project will accommodate these requests whenever feasible.
Safety		
SAF-1	Standard BLM Safety Measures	- Signs and/or road guards will be posted to warn the public about vegetation management, prescribed fire, road, trail, and facilities maintenance when and where necessary for safety. - Existing telephone, transmission lines, fences, ditches, roads, trails, and other improvements will be protected while implementing the proposed treatments.
		Mechanized hand tools will have federal- or state-approved spark arresters.
Prescribed Herbivory		
		If temporary fencing is required for prescribed herbivory treatment, a wildlife-friendly fencing design (approved by BLM wildlife biologist) will be used. The fencing design will meet the following standards:

PDF ID	PDF Name	PDF Requirements
PH-1	Wildlife-friendly fencing	• The chance of wildlife entanglement will be minimized by avoiding barbed wire, loose or broken wires, or any material that could impale or snag a leaping animal. and, if feasible, keeping electric netting-type fencing electrified at all times or laid down while not in use. • Temporary electric fencing will be charged with intermittent pulse energizers; continuous output fence chargers will not be permitted. • To allow wildlife to jump over fencing easily without injury, fencing that can flex as animals pass over will be installed and the top wire will be low enough (no more than approximately 40 inches high on flat ground) to allow adult ungulates to jump over it. The determination of appropriate fence height will consider slope, as steep slopes are more difficult for wildlife to pass. • Be highly visible to birds and mammals by using high-visibility tape or wire, flagging, or other markers.
PH-2	Water Quality Protection	The following measures would be implemented to protect water quality during prescribed herbivory treatments: • Aquatic buffers and other environmentally sensitive areas such as sensitive natural communities, special-status plant populations, or native plant species of local interest, will be identified and flagged for protection. These areas will be excluded from prescribed herbivory using temporary fencing or active herding. • Water will be provided for grazing animals in the form of an on-site stock pond or a portable water source located outside of environmentally sensitive areas. • Treatment prescriptions will be designed to protect soil stability. Grazing animals will be herded out of an area if accelerated soil erosion is observed.
Recreation		
REC-1	Temporary trail closure notification	When temporary closure of recreational trails is required to allow for safe implementation of treatments, signage will be posted at trailheads providing advanced notice of upcoming trail closure and anticipated duration of closure.

EXHIBIT E – COST PROPOSAL FORM

Round Mountain Landscape Resilience Project – Phase 1

Proposer: _____ Date: _____

Bid Item	Description	Estimated Quantity	Unit Price (\$/ac)	Total Price (\$)
1	Hand Cutting and Piling (steep/limited-access terrain, no burning)	13 acres		
2	Hand Thinning, Roadside Chipping, and Chip Haul-Off (0–100 ft from road centerlines)	75 acres		
3	Mechanical Mastication and/or Hand Thinning with Tracked Chipping (100–200 ft from road centerlines)	64 acres		
			TOTAL (Items 1–3)	

Proposers shall complete pricing only for the Bid Item(s) on which they are bidding, shall bid on all quantities within each Bid Item proposed, and shall leave rows blank for Bid Item(s) not proposed. Estimated quantities are based on the best available information at the time of this RFP and are subject to change. Unit prices proposed shall remain firm and shall include all overhead and profit.

Addendum acknowledgment. The proposer acknowledges receipt of Addenda No. _____ through _____ and of YWI's written responses to questions.

Signature: _____ Title: _____

EXHIBIT F – FUELS REDUCTION OPERATIONS CONTRACT

Round Mountain Landscape Resilience Project – Phase 1

Sierra Nevada Conservancy Wildfire and Forest Resilience Grant Program, Grant Agreement No. 1817

TEMPLATE FORM – NOT YET EXECUTED. This is a blank form of the operations contract Yuba Watershed Institute (YWI) intends to execute with the contractor(s) awarded work under the Round Mountain Landscape Resilience Project – Phase 1 Request for Proposals. Fields shown as **[INSERT ...]** will be completed for each Operator prior to execution. It is shared in blank form so that prospective proposers can review the terms in advance.

Date of this Contract: **[INSERT DATE]**

Completion date: February 28, 2027. Operations shall cease by this date and may resume only as provided in Section 2.23.

Outer termination date: February 28, 2028. If work is suspended for the limited operating period under Section 2.23, the completion date may be extended to a date not later than this date.

This **FUELS REDUCTION OPERATIONS CONTRACT** (“Contract”) is between the organization identified below, referred to as “**Organization**,” and the operator identified below, referred to as “**Operator**.” The representative identified below administers this Contract on Organization’s behalf as provided in Section 2.04 and is referred to as “**Organization’s Representative**.”

All operations under this Contract will take place on federal land administered by the agency identified below, referred to as “**Landowner**.”

“Organization” Yuba Watershed Institute c/o Chris Friedel, Executive Director 305 Railroad Ave Ste 2 Nevada City, CA 95959 (530) 955-1822 chris@yubawatershedinstitute.org	“Operator” [INSERT COMPANY NAME] [INSERT CONTACT NAME AND TITLE] [INSERT ADDRESS] [INSERT PHONE] [INSERT EMAIL]
“Organization’s Representative” Theo Fitanides, Project Manager Yuba Watershed Institute 305 Railroad Ave Ste 2 Nevada City, CA 95959 (415) 793-4194 theo@yubawatershedinstitute.org	“Landowner” USDI Bureau of Land Management, Regions 8 and 10 c/o Jorge Pacheco, Wildland Firefighter (Mitigation-Education) 5152 Hillsdale Circle El Dorado Hills, CA 95762 (916) 941-3123 jpacheco@blm.gov

Recitals

A. Landowner administers the federal public lands in Nevada County, California on which the operations described in this Contract will take place, comprising approximately 152 acres within the Round Mountain Landscape Resilience Project, Phase 1, in Township 17 North, Range 9 East, Mount Diablo Meridian (the “Project Area”). The Project Area is shown on the Project Map at Exhibit A.

B. By Letter of Authorization dated August 26, 2025, signed by the Field Manager, Mother Lode Field Office, Landowner authorized Organization and its contractors to implement fuels reduction treatments on the Project Area as described in the Environmental Assessment identified in Recital C and the maps attached to that letter, beginning September 1, 2025 for a period of up to three (3) years. The Letter of Authorization is not attached to this Contract; a copy is available from Organization on request. Landowner has reserved the right to issue a stop-work order at any point during the life of the project, and Organization and its contractors are responsible for securing authorization for any use of or access through private land.

C. The work described in this Contract was analyzed under the Round Mountain Landscape Resilience Project Environmental Assessment (DOI-BLM-CA-C080-2023-0029-EA). A Decision Record and Finding of No Significant Impact were signed January 14, 2025. The Project Design Features of that Environmental Assessment apply to Operator’s work and are stated in Exhibit D (Environmental Compliance Measures).

D. This Contract is funded in whole or in part by the Sierra Nevada Conservancy Wildfire and Forest Resilience Grant Program, Grant Agreement No. 1817, and is subject to the requirements of that agreement.

E. Landowner is not a party to this Contract but is an express third-party beneficiary of Sections 2.21 and 2.22 and may enforce those sections directly.

ARTICLE 1 – SPECIFIC CONTRACT TERMS

See Article 2 for additional terms. Article 1 governs over Article 2 (Section 2.32).

1.01 Term, dates, and operating windows

Commencement: upon Organization’s written Notice to Proceed. Organization’s target is on or about November 1, 2026. Work may not begin until Bureau of Land Management seasonal fire restrictions applicable to the Project Area have been lifted, as provided in Section 2.23, and the actual date is contingent on that determination.

Completion: February 28, 2027. Work not completed by this date pauses and resumes as provided in Section 2.23.

Limited Operating Period: March 1 through August 31 (avian and amphibian breeding season, Exhibit D). The limited operating period is a hard operating restriction under Section 2.23: no operations shall occur during it, and the completion date shall not be extended into it.

Operating hours: as limited by Exhibit D (Project Design Feature NOI-1): activities in close proximity to residences that could expose them to sound levels exceeding 65 dBA are limited to 8:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 3:00 p.m. Saturday and Sunday, unless otherwise approved under Exhibit D.

1.02 Environmental compliance framework

Round Mountain Landscape Resilience Project Environmental Assessment, DOI-BLM-CA-C080-2023-0029-EA, with Decision Record and Finding of No Significant Impact signed January 14, 2025. The applicable Project Design Features are at Exhibit D.

1.03 Estimated quantities to be treated

Approximately 152 acres, distributed among the Bid Items in Section 1.04. Final quantities will be based on GPS data of the completed area collected by Organization's Representative. See Section 2.02.

1.04 Operator compensation

Bid Item	Description	Unit	Unit Price
1	Hand Cutting and Piling (steep/limited-access terrain, no burning) (est. 13 acres)	per acre	\$ [INSERT]
2	Hand Thinning, Roadside Chipping, and Chip Haul-Off (0–100 feet from road centerlines) (est. 75 acres)	per acre	\$ [INSERT]
3	Mechanical Mastication and/or Hand Thinning with Tracked Chipping (100–200 feet from road centerlines) (est. 64 acres)	per acre	\$ [INSERT]

Total not to exceed: \$ [INSERT]

Unit rates are firm and shall not be adjusted for changes in quantity, except as provided in Section 2.02.

Mobilization and demobilization: Unit rates include all costs of mobilization and demobilization, including any remobilization following a suspension under Section 2.23. No separate payment will be made for mobilization, demobilization, or remobilization.

1.05 Operator performance withhold

None.

1.06 Branding and marking

N/A.

1.07 Insurance – additional insureds

The following shall be named as additional insureds. Certificates and endorsements shall be issued to Organization:

- Yuba Watershed Institute, c/o Chris Friedel, Executive Director, 305 Railroad Ave Ste 2, Nevada City, CA 95959
- United States Department of the Interior, Bureau of Land Management, Mother Lode Field Office, 5152 Hillsdale Circle, El Dorado Hills, CA 95762

See Section 2.22.

1.08 Scope of work

The Scope of Work is attached as Exhibit B and is incorporated into this Contract by reference. Exhibit B is the controlling description of the work. The Prescription and Operation Specifications at Exhibit C are part of Exhibit B.

1.09 Other special terms

None.

1.10 Exhibits

Exhibits A through E to this Contract are the exhibits of the same name attached to the Request for Proposals for this project, as issued and as amended by any addenda, and are incorporated into this Contract by reference. Each is maintained as a separate document and is not restated here.

- Exhibit A – Project Map
- Exhibit B – Scope of Work
- Exhibit C – Prescription and Operation Specifications
- Exhibit D – Environmental Compliance Measures (Project Design Features)
- Exhibit E – Cost Proposal Form, as completed in Operator’s accepted proposal

Operator agrees to perform the operations described above in accordance with the terms of this Contract. By signing below, Operator acknowledges that it has read this Contract, including the General Contract Terms in Article 2, the mediation and arbitration agreement in Section 2.37, and the Exhibits, and agrees to them. This Contract is effective only upon execution by both parties.

“ORGANIZATION”	“OPERATOR”
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ARTICLE 2 – GENERAL CONTRACT TERMS

2.01 Term

Operator shall commence operations and complete performance on or about the dates listed in Section 1.01, subject to Section 2.23.

2.02 Quantities to be treated

The estimated quantities are listed in Sections 1.03 and 1.04. Organization does not warrant the quantities. Operator is responsible for treating all acres within the areas assigned to Operator, as those areas are identified to Operator by Organization's Representative consistent with Exhibits A and B. Organization's Representative will collect GPS positions of the boundaries of treatment upon Operator's notice of completion to determine final payment.

Unit rates shall remain firm. If final GPS quantities vary by more than ten percent (10%) from the estimate for a Bid Item in Section 1.04, either party may request an equitable adjustment to the total not-to-exceed amount in Section 1.04.

2.03 Site access and right of entry

The Project Area is shown on Exhibit A; treatment area boundaries will be identified to Operator on the ground by Organization's Representative. Operator shall conduct operations only within the boundaries of the areas assigned to Operator and shall be liable to Organization, Landowner, and others in the event of trespass beyond those boundaries. Operator shall protect existing subdivision corner and boundary markers and monuments within or bordering the treatment area or the access routes; if any is destroyed, Operator shall cause it to be replaced at Operator's expense by a licensed surveyor or engineer.

Operator's access to the Project Area is authorized under the Letter of Authorization identified in Recital B. Operator shall not use or cross private land for access without authorization secured through Organization.

2.04 Organization's Representative; authority

Organization's Representative provides direction to Operator regarding project specifications, compliance with the measures at Exhibit D, and best management practices, and is Organization's authorized representative for issuing Notices to Proceed, technical direction, and the inspection and approval of work. **Organization's Representative has no authority to modify the price, scope, or completion date of this Contract.** Any change that materially increases Operator's cost or time requires a written change order under Section 2.06.

2.05 Operator compensation and payment

As full compensation for performance of this Contract, including furnishing all equipment, materials, supplies, and labor, Organization shall pay Operator at the rates in Section 1.04 for work completed, inspected, and approved, subject to any performance withhold specified in Section 1.05.

Operator may submit invoices no more frequently than monthly. Each invoice shall be limited to work completed during the invoice period and shall itemize the quantities claimed by Bid Item. Mobilization and demobilization are compensated as provided in Section 1.04.

No invoice, or portion of an invoice, shall be paid until Organization's Representative has inspected the work claimed and approved it in writing. Organization's Representative shall inspect within ten (10) business days of Operator's written notice that work is ready for inspection, and shall either (a) approve the claimed work in writing, or (b) issue a written punch list identifying work that does not meet the requirements of this Contract. Operator may correct punch list items and claim them on a subsequent invoice following re-inspection and written approval. Compliance inspections during operations are not final; final inspection for payment is made only on completed work, and no inspection relieves Operator of responsibility for its own quality control.

Quantities shall be determined by GPS positions collected by Organization's Representative. Organization shall pay approved amounts within thirty (30) days of the later of receipt of the invoice or Organization's Representative's written approval of the work claimed. Organization may offset against amounts otherwise payable any amount for which Operator is responsible under this Contract.

2.06 Changes

Organization's Representative may direct changes in the work by written notice. Direction that is consistent with the prescription and the requirements of Exhibit B, including corrective work identified in compliance inspections, is at no additional cost to Organization.

Any change that materially increases Operator's cost or the time required for performance requires a written change order signed by Organization before the affected work proceeds. Change order work shall be priced at the unit rates in Section 1.04 where applicable, and otherwise at a rate negotiated in good faith. Operator shall not be entitled to additional compensation for work performed without a written change order.

2.07 Operator's performance

In connection with its operations, Operator shall at all times:

- Keep employed sufficient personnel and have sufficient equipment available to perform the work in a manner equal to or better than accepted good practices for operations of this type and those required by law in the area where the operations are performed;
- Pay and discharge all wages of its employees and not permit any liens, attachments, or encumbrances arising out of Operator's operations to attach to the Project Area or to any property of Organization or Landowner;
- Procure, concurrently with signing this Contract, and maintain in full force for the entire term, the insurance specified in Section 2.22;
- Immediately notify Organization of, and promptly furnish copies of insurance accident reports concerning, any accident occurring while Operator, its sub-operators, or their agents or employees are operating in the Project Area or performing under this Contract; and
- Keep all equipment in good working order, free of leaks, and fitted with functioning spark arresters; clean equipment before site entry to prevent the spread of invasive species and

pathogens; and obtain Organization's Representative's weed inspection before ground-based equipment enters the Project Area, as required by Exhibit B.

2.08 Required training

All personnel working on this project shall attend mandatory Worker Environmental Awareness Training before starting work, covering treatment prescriptions, flagging color keys, and sensitive biological and cultural resources (Exhibit B; Exhibit D, Project Design Feature BIO-1). Personnel joining the project after initiation shall complete this training before starting work; Operator shall notify Organization's Representative in advance so training can be scheduled.

2.09 Communication and coordination

For each Bid Item awarded, Operator shall designate one crew lead who shall serve as the point of contact with Organization's Representative; Operator's accepted proposal identifies the key staff member who fills this role (see Section 2.32). The crew lead shall provide weekly progress reports to Organization's Representative by phone, text, or email; be available to respond to calls and emails; and communicate project requirements and any modifications directed by Organization's Representative to all crew members within one day. The crew lead shall give Organization's Representative at least three (3) days' notice before moving to a new treatment area and, for Bid Item 2, before beginning traffic control or road-adjacent work in a new treatment area. Operator shall not be absent from the project for more than two weeks without the express permission of Organization's Representative, and shall provide at least one week's notice of an anticipated absence; weather-related pauses are exempt from advance notice but shall still be coordinated with Organization's Representative. Operator shall coordinate with Organization's Representative to develop the work sequence and schedule required by Section 2.10.

2.10 Deliverables

Operator shall provide the following deliverables to Organization's Representative. Deliverables are a condition of payment under Section 2.05 for the work to which they relate.

Deliverable	Content	Due
Work sequence and schedule	Proposed order and timing of treatment by Bid Item, coordinated with Organization's Representative	Prior to mobilization
Weekly progress report	Quantities completed by Bid Item, crew size and composition, equipment used, and issues encountered; for Bid Item 2, destination and approximate volume of chips hauled off-site	Weekly during active operations
Unit completion documentation	GPS-verified treated quantities by Bid Item, photographs, and Organization's Representative sign-off	Within 10 days of completing each unit

Deliverable	Content	Due
Final completion report	Summary of total quantities treated by Bid Item, unit closeout status, and any road, trail, or fence repairs made	30 days after final treatment activities

2.11 Branding, marking, and scaling

N/A. Article 1 does not specify branding, marking, or scaling for this project.

2.12 Production specifications

Operator shall complete treatments in accordance with this Contract, the Scope of Work at Exhibit B, the Prescription and Operation Specifications at Exhibit C, the Environmental Compliance Measures at Exhibit D, and further instructions of Organization's Representative consistent with Section 2.06.

2.13 Permit responsibilities

Unless otherwise stated in Article 1, the parties have the following responsibilities for obtaining and maintaining permits necessary for the operations:

- **Organization / Landowner:** (1) the environmental compliance documentation identified in Section 1.02; (2) the Bureau of Land Management authorization identified in Recital B and any other permissions needed for Operator's access to the Project Area; (3) county road encroachment permit, if needed.
- **Operator:** (1) current California business license; (2) all required licenses and permits for commercial vehicle operations.

2.14 Compliance with project description and laws

Operator shall conduct operations in compliance with the measures at Exhibit D, whose provisions are incorporated by reference, and with the Scope of Work at Exhibit B and the Prescription at Exhibit C. Operator acknowledges that it has received and reviewed this Contract and its Exhibits before signing. Operator's responsibility under Exhibit D includes, without limitation, the cultural-resource and wildlife stop-work procedures, aquatic buffer and hazardous-materials requirements, operating-hours and noise limits, public safety, signage, and traffic control provisions, site cleanliness and trash containment requirements, weed prevention and equipment decontamination requirements, and equipment maintenance and inspection requirements stated there. Should any sensitive resource, including a special-status species, active bird nest, or cultural or archaeological resource, be found during implementation, work in the affected area shall cease immediately and Organization's Representative shall be notified.

Operator shall operate in a businesslike and efficient manner, equal to or better than accepted practices for operations of this type in the area, and in accordance with the directions of Organization. Operator shall keep and observe all state and federal laws, rules, and regulations applicable to the operations, including those pertaining to protection and conservation of fish and game, cultural and archaeological resources, and prevention of pollution of streams and water sources, and all laws applicable to the

employment of labor. Except for the permits identified as Organization's in Section 2.13, Operator shall secure all licenses and permits and file all notices required by law relating to Operator's performance, and shall provide evidence of compliance upon request. Operator shall notify Organization and Organization's Representative immediately of any inspection, citation, notice of violation, or notice of non-compliance issued by the Bureau of Land Management, CAL FIRE, or any other agency in connection with this project, and shall promptly furnish copies.

2.15 Road maintenance and site protection

Operator shall maintain all roads and landings used to treat the Project Area and to deliver equipment, in the manner required by this Contract, Exhibit D, and applicable regulations, and shall leave them in good condition, able to resist erosion and water damage. Operator shall repair any damage to off-site roads resulting from Operator's operations. Roads, trails, gates, fences, culverts, drainage structures, or signs damaged by Operator shall be repaired to a like or better condition; significant damage shall be repaired at Operator's expense within ten (10) working days of notice from Organization's Representative. At completion, roads shall be in as good or better condition than before use and shall meet the erosion control specifications of this Contract.

All unit entry points from roads or trails shall be approved by Organization's Representative and decommissioned or disguised upon completion of use to discourage unauthorized vehicle entry; watercourses shall not be affected by entry, and only tools and machinery approved by Organization's Representative shall be used for this purpose. Boundary and cross fences shall not be damaged; no chips or debris shall be propelled onto neighboring land, and no woody material shall be left on or piled against fences, in ditches, or on roadways.

Prior to mobilization, Organization's Representative will make a video or photographic record of the condition of the roads and access routes to be used, and will provide a copy to Operator on request.

2.16 Fire precautions and suppression

Operator shall use the utmost diligence and precaution to prevent fires from starting or spreading on or from the Project Area and adjacent land, or within one hundred (100) feet of either side of any road Operator uses under this Contract. Operator shall at all times maintain functioning fire extinguishers and the fire tools required by Public Resources Code section 4428 at all work sites in readily accessible positions, and shall train personnel in proper fire prevention and extinguishing procedures.

Operator shall use all reasonable and practicable means to suppress any fire that may occur, including the use of Operator's crews and equipment, to save standing and downed vegetation and all property of any person from damage. Operator shall strictly comply with all applicable federal, state, and local laws, rules, and regulations relating to the prevention and suppression of fire, including Bureau of Land Management fire restrictions applicable to the Project Area and Public Resources Code section 4428. Operator's responsibility to suppress fires occurring within the Project Area exists regardless of the responsibility of any political body or agency having jurisdiction. Operator shall promptly report, by cell telephone, radio, or other expeditious means, to the Bureau of Land Management, CAL FIRE, Organization, and Organization's Representative all fires occurring on or threatening to run onto the Project Area or Landowner's lands.

Operator shall be responsible for staying apprised of Red Flag Warnings issued for the Project Area and of local weather forecasts, and shall cease all operations during a Red Flag Warning. Operations shall not resume until the warning has expired. Operator shall furnish fuel and all supplies for equipment maintenance and shall maintain equipment in the condition required by Section 2.07.

2.17 Prescribed fire operations

N/A. Article 1 and Exhibit B do not include pile or broadcast burning. Operator shall not ignite piles or conduct any burning under this Contract; Organization will coordinate any subsequent pile burning separately.

2.18 Safety

Operator shall comply with all applicable Cal/OSHA requirements and shall maintain and implement an Injury and Illness Prevention Program covering the work under this Contract, furnishing a copy to Organization upon request. The work site shall be left in a safe condition at the end of each workday, and Operator shall take all reasonable precautions to avoid injury to the public.

2.19 Independent operator status

All of Operator's operations are for Operator's own account exclusively. Nothing in this Contract makes Operator the agent of Organization, authorizes Operator to obligate or bind Organization, or constitutes Operator and Organization partners or joint venturers. This Contract does not make Operator a servant or employee of Organization or of Organization's Representative. Operator shall conduct operations as an independent contractor, shall have control over its employees, and assumes the following:

- The risk of injury to persons, including Operator's employees; the risk of liability for trespass upon lands other than those designated by Organization; the risk of damage to property; and the risk of incurring any expense in connection with operations, including for fire suppression, in each case to the extent arising out of Operator's operations;
- The duty to obtain all licenses and permits set forth in Section 2.13 and to pay all agency fees required of Operator during the course of operations;
- The duty to pay as they become due all claims and expenses arising out of the project and out of Operator's business generally, and to keep the lands upon which work is done free and clear of all liens and claims arising out of Operator's work. If such liens or claims are or may be asserted, or if any expense remains unpaid, Organization may withhold the amount from sums due Operator;
- The duty to furnish and maintain at Operator's expense all labor, tools, supplies, trucks, and other equipment necessary to perform this Contract; and
- The duty to pay all fines and penalties incurred from Operator's violation of any law or regulation applicable to its operations.

2.20 Subcontracting

Operator shall not subcontract any portion of the work without Organization's prior written consent. Operator shall bind each approved sub-operator to the applicable terms of this Contract, including the

insurance requirements of Section 2.22, and shall remain fully responsible to Organization for the acts and omissions of its sub-operators.

2.21 Indemnification of Organization and Landowner

Indemnification obligation. Operator agrees to indemnify, defend, and hold harmless Organization and Landowner and their respective officers, employees, agents, contractors, and licensees from any and all claims, demands, liabilities, costs (including attorneys' fees), expenses, damages, liens, and charges arising from the acts or omissions of Operator, its employees, or its sub-operators of any level, **except to the extent such claims arise from the sole negligence or willful misconduct of Organization or Landowner.**

Defense of claims. Operator shall, at Operator's own cost, defend against any action, suit, or other legal proceeding, including arbitration and mediation, brought against Organization or Landowner on any such claim, and shall pay or satisfy any judgment, decree, or award rendered against Organization or Landowner in such proceeding.

Liens and attachments. If any party asserts a lien against the lands on which work is performed or seeks to attach or garnish funds or property held by Landowner or Organization (a "Lien Claim") and the Lien Claim relates to Operator's activities or obligations, then within three (3) business days after notice from Organization, Operator shall either cause the satisfaction, discharge, or release of the Lien Claim, or deposit with Organization cash or a corporate surety bond conditioned on its satisfaction, release, or discharge, in a form and from a guarantor acceptable to Organization, in an amount equal to the Lien Claim plus such additional reasonable sum as Organization specifies for anticipated expenses. If Operator does not timely obtain release or provide satisfactory security, Organization may pay the claim and withhold that sum from moneys due Operator. Failure to protect against a Lien Claim is a default permitting Organization to terminate this Contract immediately and pursue all available remedies. Operator shall indemnify Organization and Landowner for any loss, cost, liability, or damage suffered on account of such Lien Claims.

Fire indemnity. Operator agrees to indemnify, defend, and hold harmless Organization and Landowner from all costs, expenses, and liability in connection with the patrol or protection of the treatment area against fire, or the suppression of any fire, **arising out of or in connection with Operator's operations under this Contract**, except to the extent arising from the sole negligence or willful misconduct of Organization or Landowner. This covenant survives the expiration or earlier termination of this Contract.

Third-party beneficiary. Landowner is an express third-party beneficiary of this Section 2.21 and of Section 2.22 and may enforce them directly.

2.22 Insurance

Operator shall, throughout the life of this Contract and through final acceptance of the work, carry and maintain at Operator's expense the following:

- **Commercial general liability** – bodily injury and property damage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate.
- **Business and commercial auto liability** – for all owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 combined single limit per occurrence.

- **Workers' compensation, employer's liability, and unemployment insurance** – statutory workers' compensation and unemployment security or insurance as required by the State of California, plus employer's liability of not less than \$1,000,000 per accident, including a waiver of subrogation in favor of the parties listed in Section 1.07. Coverage shall protect all of Operator's employees, including executive, managerial, and supervisory employees as well as laborers.

All sub-operators shall carry insurance to the limits above. The parties listed in Section 1.07 shall be named as additional insureds on the commercial general liability and auto liability policies, covering both ongoing and completed operations, and all such policies shall be primary to and non-contributory with any insurance carried by Organization or Landowner.

Before mobilization, Operator shall deliver to Organization certificates of insurance together with copies of the actual additional insured endorsements (ISO forms CG 20 10 and CG 20 37 or equivalent) and the workers' compensation waiver of subrogation endorsement. Operator shall give Organization at least thirty (30) days' written notice of any cancellation, non-renewal, or material reduction in coverage, and ten (10) days' notice in the case of cancellation for non-payment of premium.

2.23 Time for completion; limited operating period; suspension of operations

Time is of the essence. Each term, covenant, and condition shall be fully performed by Operator on or before the date specified for completion, subject to this Section.

Hard completion date and limited operating period. Operator shall cease all operations no later than February 28, 2027. No operations shall occur during the limited operating period, which runs from March 1 through August 31. The completion date shall not be extended into the limited operating period under any provision of this Contract.

Season start; Bureau of Land Management seasonal fire restrictions. The start date of each operating season is determined by the lifting of Bureau of Land Management seasonal fire restrictions applicable to the Project Area, and will ordinarily fall well after the end of the limited operating period. Operations may not commence in any season until those restrictions have been lifted and Organization's Representative has confirmed in writing that operations are authorized to begin. No additional compensation, extension of the completion date, or claim for delay arises from a season start that occurs later than Operator anticipated.

Suspension by Organization. Organization may require Operator, upon written notice, to suspend operations because of fire hazard, strikes, or other conditions outside Organization's absolute control, and shall require Operator to suspend operations immediately upon issuance of a stop-work order by Landowner under the Letter of Authorization identified in Recital B; operations shall not resume until Landowner authorizes them to resume.

Suspension and resumption. If operations are suspended because of weather, wet or saturated soil conditions, Red Flag Warnings, a suspension under this Section, or other circumstances beyond Operator's reasonable control, and the suspension prevents completion by the completion date, the remaining work shall be suspended for the limited operating period and shall resume when Organization's Representative confirms in writing, no earlier than the end of the limited operating period and the lifting of Bureau of Land Management seasonal fire restrictions, that operations may

recommence; the completion date shall then be extended to a date set by Organization in writing, not later than the outer termination date of February 28, 2028. Unless Organization agrees otherwise in writing, Operator shall remove all equipment from the Project Area before the start of the limited operating period and shall leave the site and access roads in the condition required by Section 2.15, and shall re-perform the pre-mobilization requirements of Sections 2.15 and 2.22 before remobilizing.

In all cases: Operator's unit rates in Section 1.04 shall remain firm through any suspension; demobilization and remobilization associated with a suspension are compensated only as provided in Section 1.04; Operator shall not otherwise be entitled to additional compensation or lost profit by reason of a suspension under this Section; and Operator shall give Organization's Representative written notice of each day on which operations are suspended under this Section, within five (5) business days of the onset of the suspension.

2.24 Default

Immediate suspension. Organization may suspend operations immediately upon written or oral notice for any violation relating to safety, fire, or environmental protection, for operating outside the assigned area boundaries, or for cutting trees that the Prescription at Exhibit C requires to be retained. Operations may resume when the violation is remedied to the satisfaction of Organization's Representative.

Other defaults. For any other failure by Operator to perform an obligation or condition of this Contract, Organization shall give Operator written notice describing the failure. If the failure is not remedied within five (5) business days after that notice, Organization may declare this Contract in default and either (1) suspend Operator's operations until the default is remedied, without compensatory extension of time, or (2) terminate this Contract and recover damages for Operator's breach, without prejudice to any other remedy.

The following are also grounds for declaring default and terminating this Contract:

- Operator makes an assignment for the benefit of creditors;
- An involuntary petition in bankruptcy is filed against Operator and is not set aside or dismissed within thirty (30) days, or Operator files a voluntary petition under any law for the adjudication of bankruptcy or for extension of time for payment, composition, adjustment, modification, settlement, or satisfaction of liabilities;
- A receiver is appointed for Operator's property by reason of insolvency or alleged insolvency and is not set aside within thirty (30) days after appointment;
- Any department of the state or federal government, or any duly authorized officer, takes possession of Operator's business or property by reason of insolvency or alleged insolvency or for any other reason; or
- Operator's progress is such that it appears to Organization, in its reasonable judgment, that Operator will not complete performance in the time allowed. In that event Organization may terminate this Contract, or may elect to continue this Contract and engage another qualified contractor to complete treatments in the area covered by this Contract, in which case Operator shall cooperate fully with Organization and the other contractor so the project is completed as soon as economically possible.

The remedies in this Contract are not exclusive, and Organization shall have all other remedies available at law and in equity.

2.25 Termination for convenience; availability of funds

Organization may terminate this Contract, in whole or in part, for its convenience upon ten (10) days' written notice to Operator. Upon such termination, Operator shall be paid at the rates in Section 1.04 for work satisfactorily completed and accepted through the effective date of termination. Operator shall not be entitled to lost profit or overhead on work not performed.

This Contract is funded in whole or in part by the grant agreement identified in the Recitals. Organization's obligations are contingent upon the continued availability of grant funds. If funding is reduced, suspended, or withdrawn, Organization may terminate or suspend this Contract on the terms of this Section.

2.26 Records, audit, and funder requirements

Operator shall maintain complete records relating to its performance, including payroll records, invoices, and daily production records, for four (4) years after final payment. Operator shall permit Organization, the project funder, the Bureau of Land Management, the State of California, and their authorized representatives to examine and audit those records during that period, consistent with Government Code section 8546.7, and shall include an equivalent provision in any subcontract. Operator shall cooperate with any funder-required acknowledgment, signage, site visit, or reporting requirement of which Organization gives notice, including documentation of chip haul-off destinations and volumes where Exhibit B requires.

2.27 Nondiscrimination

Operator shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, gender identity, sexual orientation, national origin, ancestry, age, disability, medical condition, marital status, military or veteran status, or any other characteristic protected by law, and shall comply with all applicable federal and state nondiscrimination and equal opportunity laws.

2.28 Waiver

Failure by Organization at any time to require strict performance by Operator of any provision shall not affect Organization's right to enforce that provision, nor be held to be a waiver of any continuing or succeeding breach or of the provision itself.

2.29 Assignment

Operator may not assign this Contract or any right under it without Organization's prior written consent, nor shall it be transferred by operation of law, execution sale, or by any receiver or trustee in bankruptcy without like written consent. Any attempted assignment or transfer without such consent is void and confers no rights on the assignee or transferee.

2.30 Binding on successors

This Contract inures to the benefit of and binds the successors, assigns, heirs, and personal representatives of the parties.

2.31 Notices

Any notice, demand, request, consent, approval, or communication required under this Contract shall be in writing and shall be delivered personally, sent by first class mail postage prepaid, or sent by email with confirmation of receipt, to the addresses stated on the first page of this Contract or to such other address as a party designates by notice. Notice by mail is effective three (3) business days after deposit; notice by personal delivery or email is effective upon receipt. Oral notice is effective only where this Contract expressly permits it.

2.32 Complete contract; order of precedence

This Contract, together with its Exhibits and Operator's proposal dated **[INSERT DATE]** as accepted by Organization, constitutes the entire agreement of the parties. In the event of conflict, the following order of precedence applies: Article 1 governs over Article 2; Article 2 governs over the Exhibits on matters of contract administration, payment, risk allocation, and time; Exhibit B governs over Article 2 on the description and technical specification of the work; Exhibit D governs over Exhibits B and C only where an environmental compliance measure imposes a stricter requirement; and this Contract and its Exhibits govern over Operator's accepted proposal. **Operator shall not substitute the crew lead, other key staff, or the equipment identified in its accepted proposal without Organization's prior written consent, which shall not be unreasonably withheld.** Any prior or contemporaneous agreement, oral or written, not set forth herein is of no force or effect. This Contract may not be modified or amended except by a written agreement signed by both parties, or by a change order under Section 2.06.

2.33 Severability

If any provision of this Contract is held invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

2.34 Governing law

This Contract shall be construed and enforced in accordance with, and governed by, the laws of the State of California and applicable federal law, without reference to conflict of laws principles.

2.35 Survival

Sections 2.21, 2.22, 2.26, and 2.37, and any other provision that by its nature is intended to survive, shall survive the expiration or earlier termination of this Contract.

2.36 Counterparts and electronic signature

This Contract may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Signatures delivered electronically or by electronic signature platform have the same effect as original signatures.

2.37 Mediation and arbitration of disputes

a. Any controversy between the parties involving the construction, application, or performance of any term, provision, or condition of this Contract shall, on the written request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur

within 45 days of the initial request unless extended by agreement. If a party commences arbitration or a court action on a dispute or claim to which this Section applies without first attempting to resolve the matter through mediation, that party shall not be entitled to recover attorneys' fees.

b. If the mediation is unsuccessful, either party may, within 5 days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.

c. Exceptions. Neither mediation nor arbitration is required: (i) if the matter is justiciable in small claims court, in which case the dispute shall be resolved in that court; (ii) if the controversy also involves third parties unwilling to submit to arbitration and multiple proceedings would result from enforcement of this clause, in which case the dispute shall be resolved through the courts; or (iii) if it is alleged that irreparable harm would occur before completion of arbitration, in which case a party may immediately file suit, file a lis pendens where legally authorized, or apply for injunctive relief or other provisional remedy, after which the matter shall be stayed and submitted to mediation and arbitration once the court has acted on provisional relief.

d. Except as provided here, arbitration shall comply with and be governed by the California Arbitration Act, Code of Civil Procedure section 1280 et seq.

e. Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator within 15 days. If they cannot agree on a single arbitrator, each party shall appoint a selection arbitrator, and the two selection arbitrators shall select a third impartial arbitrator to decide the matter within 30 days of the notice of arbitration. If this process fails to produce an impartial arbitrator in a timely manner, either party may petition the court for appointment of an arbitrator under Code of Civil Procedure section 1281.6.

f. The decision of the arbitrator, after close of the hearing, is final and conclusive upon the parties.

g. The parties agree to do all acts necessary to expedite the proceedings so the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.

h. Upon a showing of good cause and approval of the arbitrator, either party may obtain discovery necessary to prove its case. The arbitrator shall supervise discovery to ensure it is carried out expeditiously and is not unduly burdensome or a cause of delay, and may establish shortened time requirements and impose appropriate sanctions for non-compliance.

i. Up to the time of award, the cost of arbitration shall be split by the parties. If a party fails to pay its share in a timely fashion, the arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The arbitrator may award the prevailing party reimbursement for fees and expenses incurred, including arbitration costs paid, or allocate attorneys' fees and expenses between the parties in such proportions as the arbitrator decides is just and reasonable.

j. The arbitrator shall make the decision in writing and shall explain the basis of the ruling. The arbitrator shall follow California law and shall have authority to impose any appropriate remedy permitted under California law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.

k. Confidentiality. All proceedings and all documents prepared in connection with any arbitrable claim shall be confidential and, unless otherwise required by law, the subject matter shall not be disclosed to

any person other than the parties, their counsel, witnesses and experts, the mediator, the arbitrator, and, if involved, the court and court staff. All documents filed with the arbitrator or with a court shall be filed under seal. The parties shall stipulate to all arbitration and court orders necessary to effectuate this Section.