

REQUEST FOR PROPOSALS

Fuels Reduction Contractor Services

South Yuba Rim Hazardous Fuels Reduction Project — Phase 2

Yuba Watershed Institute | Nevada County, California

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

Contents

Request for Proposals — page 2

Exhibit A — Project Map — page 9

Exhibit B — Scope of Work — page 14

Exhibit C — Prescription and Operation Specifications — page 19

Exhibit D — Environmental Compliance Measures — page 22

Exhibit E — Cost Proposal Form — page 26

Exhibit F — Fuels Reduction Operations Contract — page 27

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.



YUBA WATERSHED INSTITUTE

REQUEST FOR PROPOSALS

Fuels Reduction Contractor Services

South Yuba Rim Hazardous Fuels Reduction Project — Phase 2

Organization	Yuba Watershed Institute (YWI)
Project Title	South Yuba Rim Hazardous Fuels Reduction Project — Phase 2
Grant Agreement	CAL FIRE Grant No. 5GG25128 (California Climate Investments / GGRF)
Project Location	San Juan Ridge, Nevada County, California
Treatment Acreage	232 acres total across seven Bid Items — see Section I
CEQA Framework	Project-Specific Analysis / Addendum to CalVTP Program EIR (May 2025; Nevada County, CEQA lead)
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: Lynne Westerfield, Project Manager · lynne@yubawatershedinstitute.org

All questions and submissions by email to the contact above. Do not contact the landowners directly regarding this solicitation.

I. Project Summary

Yuba Watershed Institute (YWI) seeks proposals from qualified contractors to implement Phase 2 of the South Yuba Rim Hazardous Fuels Reduction Project on approximately 232 acres spanning 27 landowners and 31 parcels on San Juan Ridge, Nevada County, California, under CAL FIRE Grant Agreement 5GG25128. The project is funded through the California Climate Investments program (Greenhouse Gas Reduction Fund).

This RFP is organized into the following Bid Items, each a separately priced and separately awardable item of work, summarized here and described in full in Exhibit B:

Bid Item	Estimated Acres
1 Hand Thin, Pile, Burn	117
2 Mastication	92
3 Lop and Scatter	4.5
4 Broadcast Burn (Simple)	8
5 Hand Thin, Prep, Crush, and Broadcast Burn (Complex)	6.8
6 Cut and Drag	3.5
7 Pile Burn of Existing Piles (second treatment on these acres, does not count toward total acreage)	63.7
Total	231.8

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 primary goal of the project is to reduce the risk of severe wildfire behavior — given the project's proximity to numerous private residences and the importance of maintaining access for fire suppression personnel — with a secondary goal of improving forest health and ecological function. Treatment activities are designed to reduce the density and vertical and horizontal continuity of understory vegetation and fuels. The desired post-treatment condition is a multi-aged stand of well-spaced trees free of ladder fuels, except for specific retained species and isolated patches of understory, as detailed in Exhibit C.

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 is incorporated into the resulting Contract without change. Proposers should read it, together with Exhibit C Prescription and Operation Specifications and Exhibit D Environmental Compliance Measures, before bidding.

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

Project background

The South Yuba Rim Hazardous Fuels Reduction Project is a landscape-scale effort led by Yuba Watershed Institute (YWI) along the San Juan Ridge in western Nevada County, spanning the north rim of the South Fork Yuba River canyon from Bridgeport State Park in the west to Malakoff Diggins State Historic Park in the east. Project design and prioritization were guided by a steering committee comprising the North San Juan Fire Protection District, CAL FIRE, the Nevada County Office of Emergency Services, four local Firewise Communities (French Corral, Montezuma Ridge West, Outer Jackass Flats,

and Lake City/Grizzly), YWI, and other community members and fire behavior experts. The Bureau of Land Management is a partner on the portions of the project footprint it manages, and the Nevada County Resource Conservation District supports project management and community engagement alongside YWI.

The project is identified in the 2024 CAL FIRE Nevada-Yuba-Placer (NEU) Unit Strategic Fire Plan as a priority vegetation management/fuels modification project for the Smartsville-Columbia Hill battalion (B-14), and its fuel breaks are designed to protect the ridge-top Firewise Communities named above and the evacuation routes serving them. CEQA compliance for the project is achieved through a Project-Specific Analysis and Addendum (PSA/Addendum, CalVTP Project ID #2024-34), tiered to the California Vegetation Treatment Program Environmental Impact Report, together with its associated Mitigation Monitoring and Reporting Program.

This RFP covers Phase 2 of the South Yuba Rim Hazardous Fuels Reduction Project, a roughly 1,032-acre phase funded through two complementary sources. A \$3.77 million FEMA Hazard Mitigation Grant Program award, matched through CalOES's Prepare California Match Program, funds approximately 800 acres of primary shaded and unshaded fuel break along the northern rim of the South Fork Yuba River canyon. This CAL FIRE Wildfire Prevention grant funds the approximately 232 acres of treatment described in this RFP: additional shaded and unshaded fuel breaks, roughly 440 feet wide, along neighborhood evacuation routes and secondary north-south ridgelines throughout the broader project area. The Sierra Nevada Conservancy has separately contributed \$214,666 to Nevada County to support environmental planning on adjacent Bureau of Land Management lands within the same project footprint.

Payment

Payment is by monthly invoice at the Bid Item per-acre price proposed, for acres completed, inspected, and approved in writing by YWI's Project Manager. The YWI 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. For Bid Items that include burning, Exhibit B states payment milestones within each unit. 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.

Environmental compliance

The CEQA compliance framework for this project is represented in the project's CalVTP-tiered environmental review — a Project-Specific Analysis and Addendum to the CalVTP Program EIR (PSA/Addendum, May 2025, prepared by Ascent Environmental, Inc. for Nevada County and YWI).

The PSA/Addendum classifies treatment prescriptions under three CalVTP treatment types — Fuel Break, Wildland-Urban Interface (WUI), and Ecological Restoration — each governed by its own prescription in Exhibit C.

The Standard Project Requirements (SPRs) and Mitigation Measures (MMs) that apply to this work are set out in Exhibit D. The Contractor is responsible for compliance with all applicable SPRs and MMs (<https://calfire.app.box.com/s/i81kb6a4knnhn71a1l94kh2vcbkfvu3y>), not only those summarized in Exhibit D.

II. Schedule

Milestone	Date
Release of RFP	September 3, 2026
Pre-proposal field meeting (non-mandatory)	September 18, 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

See Exhibit B for notice to proceed contingencies (fire restrictions, ROE agreements), completion-date consequences and second-season terms, limited operating periods, operating hours, and site access conditions.

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 on September 18, 2026 at 10:00 a.m., commencing at the Historic Wells Fargo Bank Building in French Corral. All interested parties are requested to R.S.V.P. by email to the contact above by September 16, 2026.

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 — South Yuba Rim.” 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 per-acre 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 Bid Item prices shall remain firm and will not be negotiated. All Bid Item prices shall include overhead and profit.

2. Approach, staffing, work plan, and schedule. Provide an overview of your understanding of the services to be provided and your approach to the work, including but not limited to equipment to be utilized, staffing requirements, and any other items necessary to demonstrate the proposed strategy to complete the project, for each Bid Item proposed. Include, as necessary, burn planning, smoke management, public notification, watercourse and erosion protection, summary safety plan and fire suppression readiness. The approach shall include a proposed work plan and schedule. For each Bid Item proposed, identify the individual who will serve as crew lead and point of contact.

3. Experience, qualifications, and references. Provide a general description of your experience and qualifications related to work of similar scope and complexity. Provide an organizational chart and concise resumes of key staff and subcontractors, indicating names, roles, and experience. For key staff, indicate availability for this project and describe the specific role each would play. Provide an equipment list, including ownership/lease status, for mastication, hand-crew tools, and any burning equipment. Provide a description of two to three recent projects with a similar scope of work, including contact information for references who oversaw those projects. Photographs of completed projects are helpful but not required. Proposers must also demonstrate appropriate experience in fuels reduction treatment in Sierra Nevada foothill, mixed-conifer, and oak woodland environments; for Bid Items including prescribed burning, experience conducting or subcontracting pile and/or broadcast burning under an approved burn plan and applicable air-district smoke-

management requirements; and the ability to comply with CAL FIRE burn-plan/Incident Action Plan requirements (Exhibit D).

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 and, for personnel who will conduct burns, pile or broadcast, OSFM Certified Prescribed-Fire Burn Boss certification; any such burn shall be enrolled in the California Prescribed Fire Claims Fund prior to ignition (Exhibit D).

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 the following to be scored:

- Proof of insurance meeting the requirements summarized in Section V
- Proof of California business license and the licenses and certifications listed in Section III.E.6

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 time frame. 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, where work occurs on private land, the applicable landowner(s) named as additional insured on the commercial general liability policy, covering both ongoing and completed operations

EXHIBIT A – PROJECT MAP

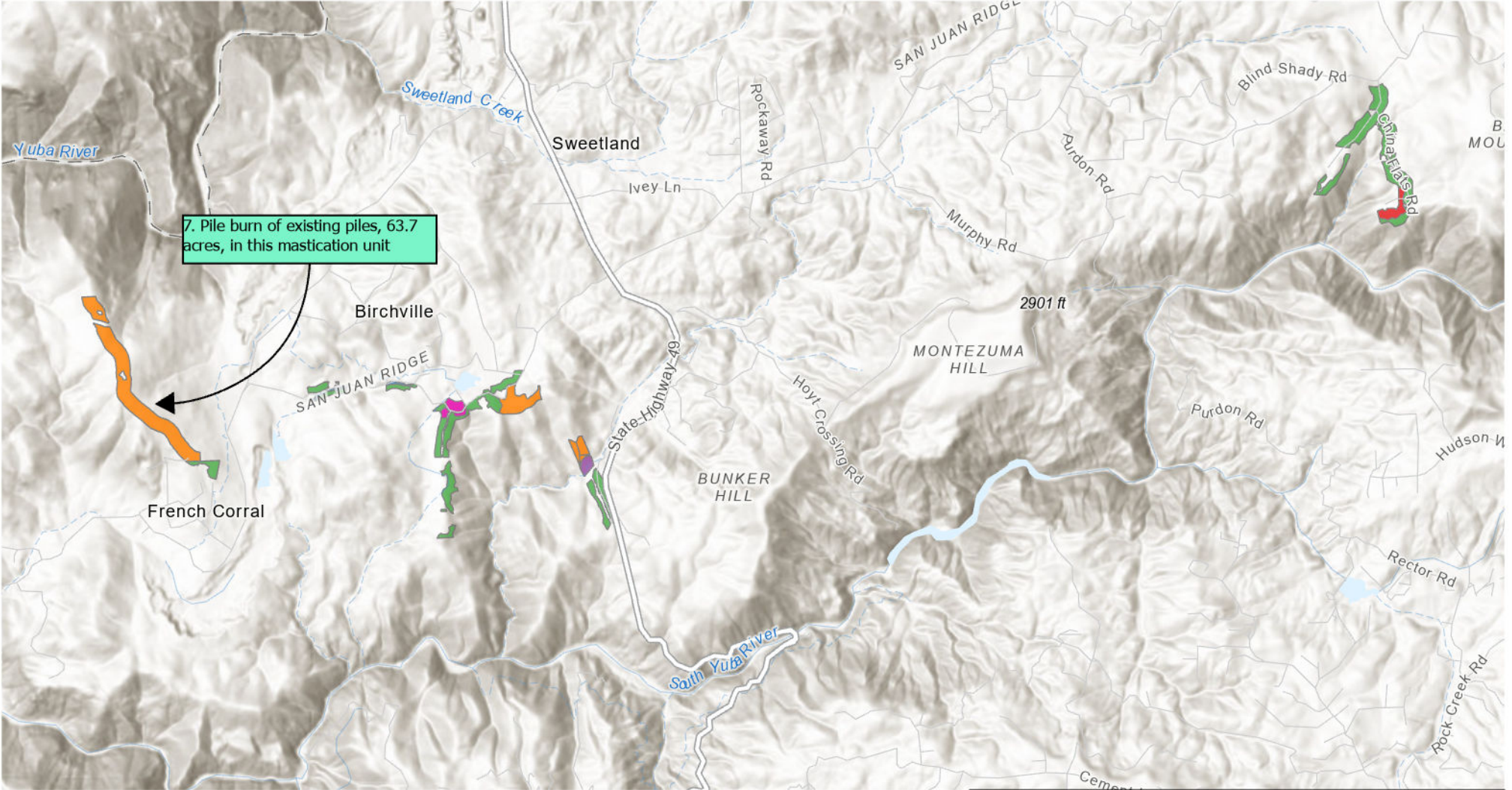
South Yuba Rim Hazardous Fuels Reduction Project — Phase 2 | Nevada County, California

September 3, 2026

The map that follows shows an overview of the project with all Bid Items. Three additional maps show Bid Items in more detail, and prescriptions, watercourse classes, roads and property boundaries in three geographic groupings. Ground flagging governs where this map and conditions on the ground differ.

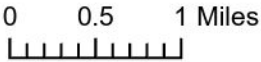
Four pages follow.

South Yuba Rim Hazardous Fuels Reduction Project - Phase 2 Project Map - All Bid Items

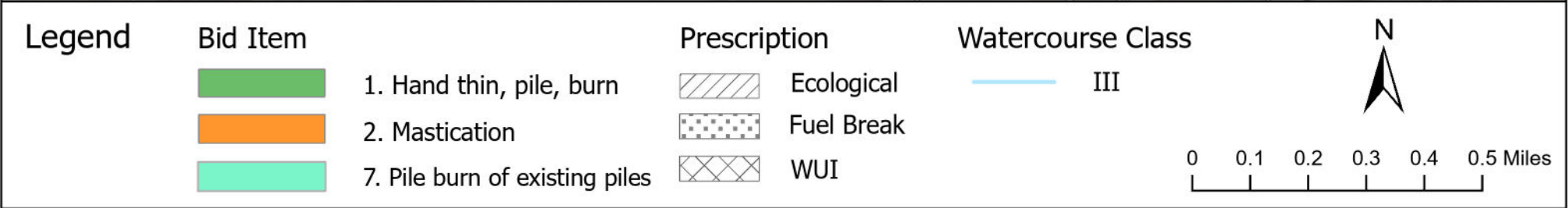
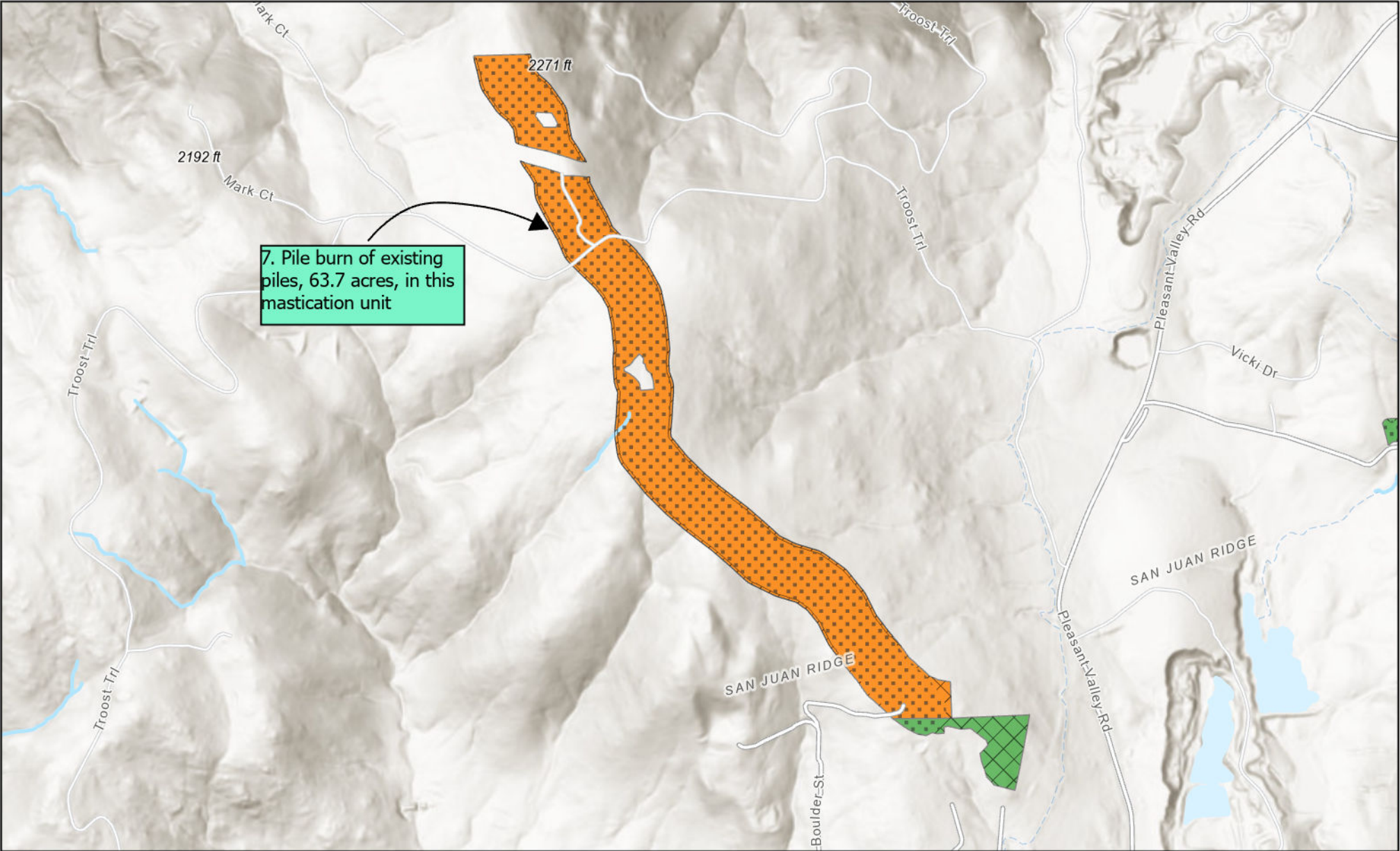


Legend

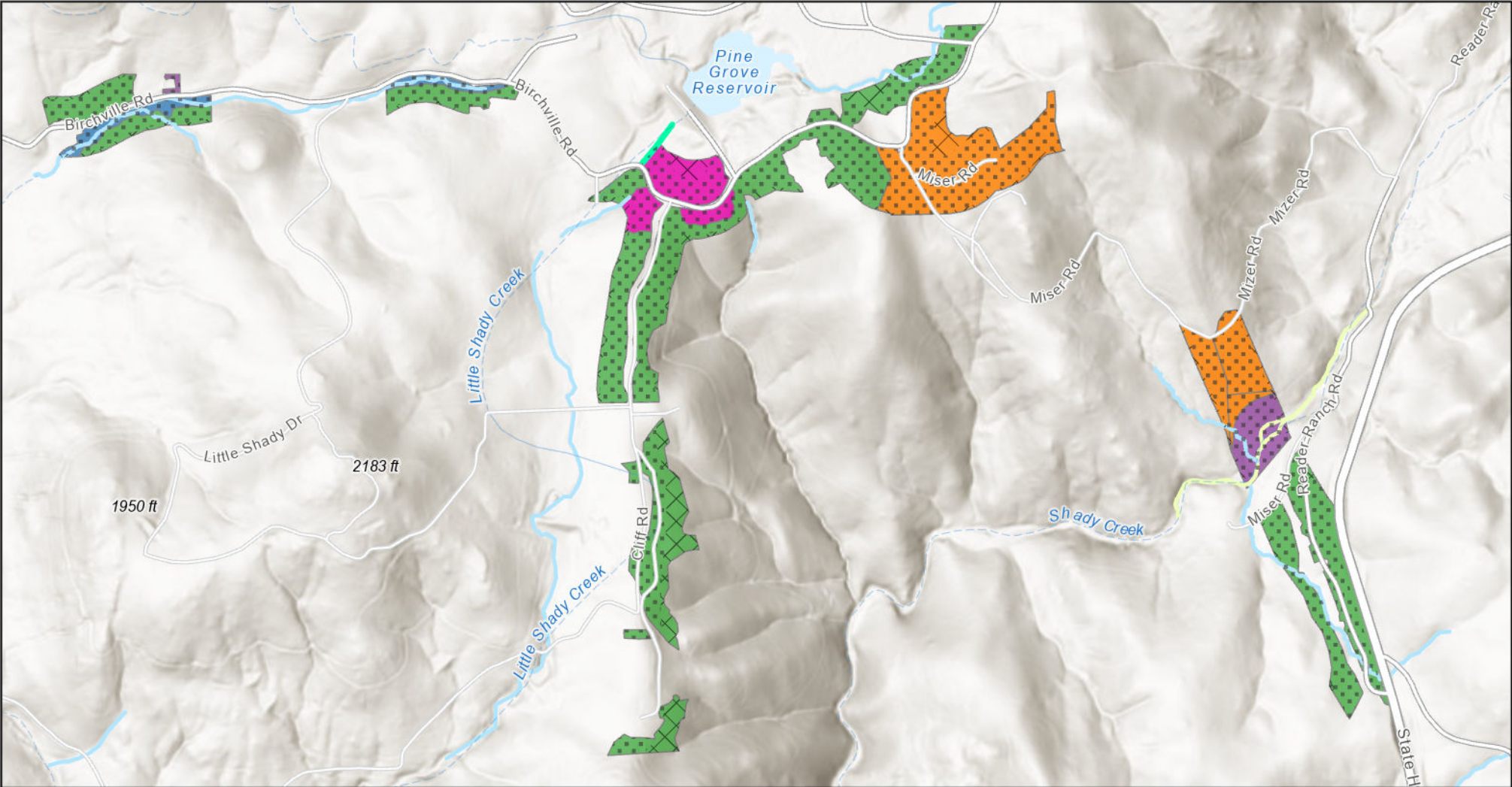
- Bid Item
- 1. Hand thin, pile, burn
 - 2. Mastication
 - 3. Lop and scatter
 - 4. Broadcast burn (simple)
 - 5. Hand thin, prep, crush, broadcast burn (complex)
 - 6. Cut and drag
 - 7. Pile burn of existing piles



South Yuba Rim Hazardous Fuels Reduction Project Phase 2 (French Corral Area)



South Yuba Rim Hazardous Fuels Reduction Project Phase 2 (Birchville Area)



Legend

Bid Item

1. Hand thin, pile, burn

2. Mastication

3. Lop and scatter

5. Hand thin, prep, crush, broadcast burn (complex)

6. Cut and drag

Prescription

Ecological

Fuel Break

WUI

Watercourse Class

I

III

IV

N

0

0.1

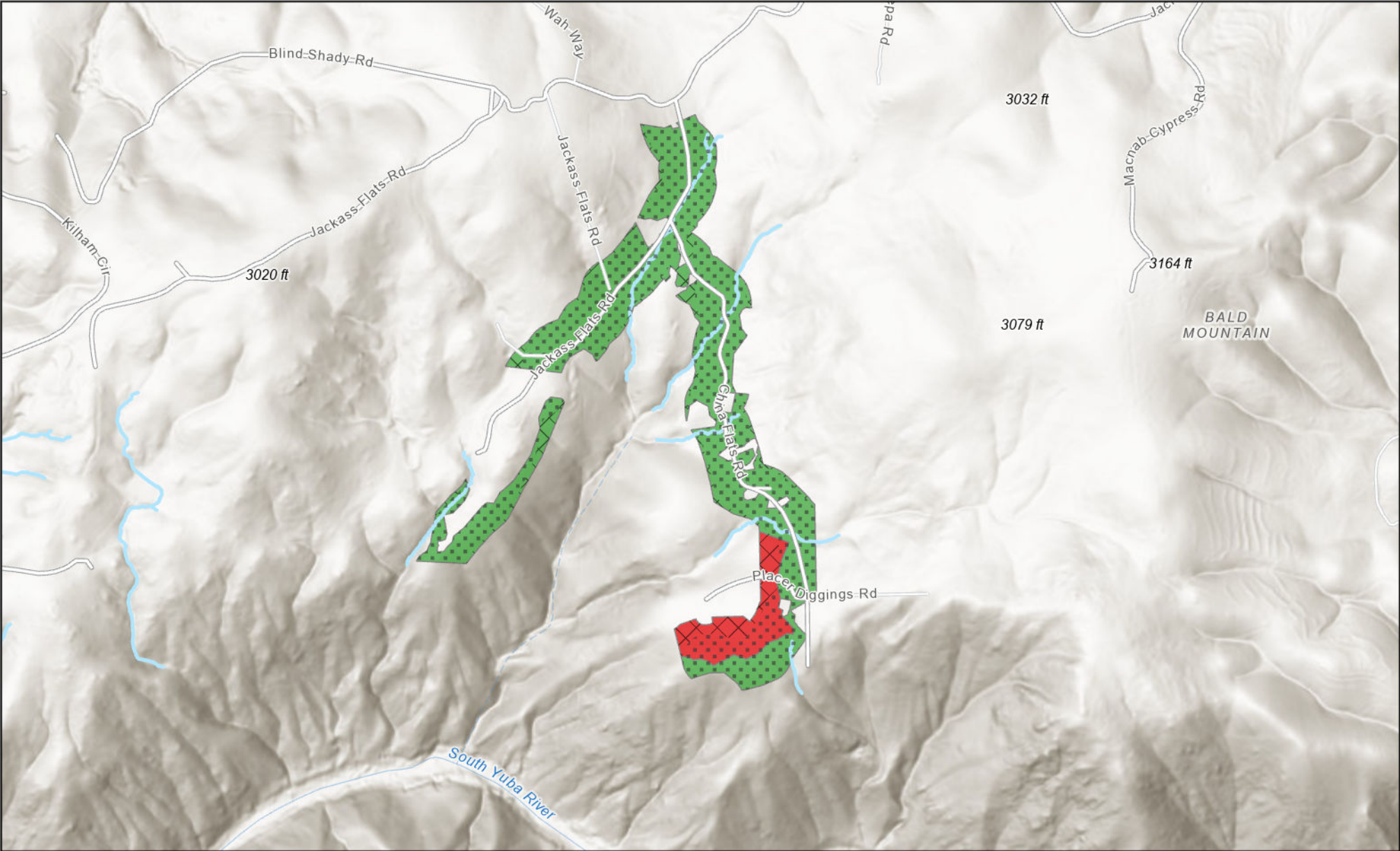
0.2

0.3

0.4

0.5 Miles

South Yuba Rim Hazardous Fuels Reduction Project Phase 2(China/Jackass Flats Project Grouping)



Legend	Bid Item	Prescription	Watercourse Class
	1. Hand thin, pile, burn	 Ecological	 III
	4. Broadcast burn (simple)	 Fuel Break	
		 WUI	

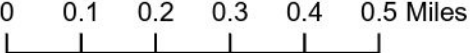



EXHIBIT B – SCOPE OF WORK

South Yuba Rim Hazardous Fuels Reduction Project — Phase 2 | Nevada County, California

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

Yuba Watershed Institute (YWI) is implementing Phase 2 of the South Yuba Rim Hazardous Fuels Reduction Project on approximately 232 acres spanning 27 landowners and 31 parcels on San Juan Ridge, Nevada County, California, under CAL FIRE Grant Agreement 5GG25128. Bid Item locations are shown on Exhibit A.

2. Estimated Quantities

Bid Item	Estimated Acres
1 Hand Thin, Pile, Burn	117
2 Mastication	92
3 Lop and Scatter	4.5
4 Broadcast Burn (Simple)	8
5 Hand Thin, Prep, Crush, and Broadcast Burn (Complex)	6.8
6 Cut and Drag	3.5
7 Pile Burn of Existing Piles (second treatment on these acres, does not count toward total acreage)	63.7
Total	231.8

3. Treatment Specifications

Treatment Prescriptions for each Bid Item are set out in Exhibit C, subject to the Environmental Compliance Measures in Exhibit D. The term unit refers to a continuous area of one type of treatment specification, which can cover more than one ownership parcel.

Bid Item 1: Hand Thin, Pile, Burn

Project Area. Bid Item encompasses approximately 117 acres across 13 units.

Treatment Specifications. Contractor will hand cut trees under 10 inches DBH, per the applicable Prescription (Exhibit C). Trees up to 18 inches DBH may be marked or approved for removal by the YWI Project Manager. This bid item includes hand thinning vegetation, creating piles for burning, and burning the piles.

Piles are created using the following guidelines:

- Hand piles should generally not exceed 8 x 8 x 8 feet and shall not exceed 20 x 20 x 20 feet; they shall be created in areas where they do not pose a threat of igniting residual overstory trees or infrastructure. Contractor may build feeder piles in areas where there is too much vegetation.
- Piles should be created away from downed logs and stumps.
- Piles shall be adequately covered to ensure successful burning.
- Piles shall be compact, dirt free, and piled in such a manner that will allow them to burn completely.
- No piles shall be built within a Class I or II Watercourse and Lake Protection Zone; no piles shall be built within 5 feet of the bank of the watercourse of Class III watercourses.
- All piles shall be constructed in a manner that will ensure a 90% consumption standard regardless of the time of year in which they are burned.
- Slash that causes large air spaces in piles shall be cut to eliminate air spaces.
- Each pile shall include an ignition area of small sized slash (small branches less than ¼ to ½ inch in diameter and/or small branches with needles or leaves attached) to provide “kindling” for prompt ignition and to aid in combustion of larger slash. These fuels shall be placed in the center of the pile.
- If piles are built on slopes over 30%, a small catchment berm shall be constructed on the downhill side of the pile to catch any material that may roll out of the pile during burning; the berm should be large enough to stop rolling material from the pile and be at least 6 inches tall.

Equipment. Hand crews can use chainsaws, string trimmers, pole saws, weed whackers, and loppers as necessary to accomplish hand thinning.

Bid Item 2: Mastication

Project Area. Bid Item encompasses approximately 92 acres over 3 units.

Treatment Specifications. Contractor will treat trees under 10 inches DBH, per the applicable Prescription (Exhibit C). Trees up to 18 inches DBH may be marked or approved for treatment by the YWI Project Manager. Masticated material is not concentrated at the base of retained trees or thrown onto roads, watercourses, or outside of the project area. Masticated material does not exceed an average depth of 6 inches.

Equipment. Mastication involves the use of heavy equipment mounted with a masticator head to cut and grind trees and brush that are selected for removal into small pieces. 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.

Order of operations in specific units.

- For the mastication unit along Birchville Road and Miser Road, operations start in the southern central area and work the western and eastern edges last, where Scotch broom populations exist.
- For the westernmost mastication unit, tracks must be cleaned before entering that unit, even if crews have already worked other units in the project area. This unit is worked south to north to keep Scotch broom intrusion low.

Bid Item 3: Lop and Scatter

Project Area. Bid Item encompasses approximately 4.5 acres in one unit.

Treatment Specifications. Contractor will hand-cut brush and small-diameter material (up to 8 inches DBH) and lop it into pieces less than 24 inches long. Cutting starts with the smallest diameter material until average slash depth is reached. Scatter material shall not exceed an average depth of 6 inches. Lopped material shall be scattered and dispersed throughout the unit rather than piled or burned. Scattered material shall not be concentrated at the base of residual trees or near watercourses, roadways, or trails.

For the first 50 feet on the northwestern boundary of this unit, cut material will be dragged into the adjacent mastication unit for future mastication. YWI will coordinate when mastication and lop and scatter operations occur to assure lopped material dragged into this unit will be treated concurrently with mastication operations.

Bid Item 4: Broadcast Burn (Simple)

Project Area. Bid Item encompasses approximately 8 acres in one unit.

Treatment Specifications. Contractor will install a control line around the unit perimeter. Contractor will apply fire directly across the treatment unit surface (rather than to hand piles) to consume slash, litter, and light surface fuels remaining after cutting, crushing, or thinning (if applicable). Burns shall be conducted in a manner that prevents damage to residual trees.

Bid Item 5: Hand Thin, Prep, Crush, and Broadcast Burn (Complex)

Project Area. Bid Item encompasses approximately 6.8 acres in 2 units.

Treatment Specifications.

- Preparation can include hand crews cutting targeted trees, brush, and ladder fuels with chainsaws, string trimmers, pole saws, weed whackers, and loppers as necessary; cut material is left dispersed in the unit.
- Preparation can include mechanically or manually crushing Scotch broom, as directed by the YWI Project Manager, and other resprouting shrub fuels to lay standing biomass flat and increase fuel-bed continuity for burning.
- Residual trees shall be prepped per the retention and limbing specifications (pruning lower branches, pulling duff and litter away from tree base, protecting leave trees) prior to burning.
- Low-intensity prescribed fire is applied directly across the treatment unit surface (rather than to hand piles) to consume slash, litter, and light surface fuels remaining after cutting, crushing, or thinning (if applicable).
- Burns shall be conducted in a manner that prevents damage to residual trees.
- A control line shall be installed around the unit perimeter.

Bid Item 6: Cut and Drag

Project Area. Bid Item encompasses approximately 3.5 acres across two units.

Treatment Specifications. Contractor will hand-cut Himalayan blackberry and other bramble/understory fuels at ground level. No-cut species shall not be cut. Depending on volume and site access, with approval from YWI Project Manager, resulting material shall either be crushed and left dispersed on site

(where it meets surface fuel-loading targets) or hauled outside of the watercourse buffer zone, to a landing/staging area and hand-piled per the piling guidelines in Bid Item 1, above, for burning by the Contractor.

Bid Item 7: Pile Burn of Existing Piles

Project Area. Bid Item encompasses approximately 63.7 acres across one unit.

Treatment Specifications. Contractor will burn existing piles that remain on-site from a previous treatment. Piles will have been mechanically re-sized, cleaned, and moved away from residual trees by a mechanical contractor. Piles are estimated at approximately 100-foot intervals across approximately 6,000 feet of treatment.

Work Sequence and Timing (all Bid Items)

- **Notice to proceed.** Work shall be authorized by notice to proceed issued by the YWI Project Manager for each Bid Item or group of Bid Items. The Notice to Proceed date is a target only, contingent on confirmation of landowner right-of-entry (ROE) agreements for the applicable parcels.
- **Completion date.** Work not completed by the completion date shall pause and resume in a subsequent season, subject to written agreement between YWI and Contractor. Any burn piles created during treatment will be burned before the close of operations February 28, 2027.
- **Limited Operating Periods (LOPs):** For reference only. YWI will maintain scheduling oversight. Consistent with the project's PSA/Addendum, YWI intends to schedule all treatment activities outside the nesting-bird LOP (February 1–August 31), the spotted owl LOP (March 1–August 15) and the CA red-legged frog LOP (October 15–April 15). Contractor shall coordinate its work sequence and schedule with the YWI Project Manager to complete each treatment unit, where feasible, within a single operating season.
- **Operating hours:** 7:00 a.m.–6:00 p.m., Monday through Saturday; 9:00 a.m.–6:00 p.m. on Sundays and federal holidays (Exhibit D).
- **Site access:** work is confined to parcels with a fully executed ROE agreement, as identified on Exhibit A. Contractor shall not access or treat any parcel without a confirmed, current ROE agreement on file with YWI.
- **Extended absence:** Contractor shall not be absent from the project for more than two weeks without the express permission of the YWI Project Manager, and shall provide at least one week's notice of an anticipated absence (weather-related pauses are exempt from advance notice but must still be coordinated with the YWI Project Manager).

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 YWI Project Manager; proposals shall specify which key staff member will fill this role. The crew lead shall provide weekly progress reports to the YWI Project Manager (phone, text, or email), be available to respond to calls and emails, and communicate project requirements and any YWI Project Manager-directed modifications to all crew members within one day. The crew lead shall give the YWI Project Manager at least three days' notice before moving to a new treatment area. (This is the lead time necessary for landowner notification and coordination.) Contractor shall not be absent from the

project for more than two weeks without the express permission of the YWI Project Manager, and shall provide at least one week's notice of an anticipated absence; weather-related pauses are exempt from advance notice but must still be coordinated. Contractor shall coordinate with the YWI Project Manager to develop a work sequence/schedule for the performance period (RFP Section II).

General Conditions (all Bid Items)

All work is subject to the Environmental Compliance Measures in Exhibit D, which cover watercourse protection, erosion control, hazard reduction and burning, winter operations, biological resources, and general conditions.

Contractor shall provide all labor, materials, equipment, transportation, insurance, and permits necessary to complete the Bid Item(s) awarded. Contractor will be available to mobilize crews and equipment to the project area in Nevada County, California, within the anticipated performance period, and to work under the direction of the YWI Project Manager.

Contractor will have appropriately licensed and insured equipment operators; equipment meeting spark-arrestor and other applicable safety requirements.

Required Training. All personnel working on this project must attend mandatory training prior to starting work, covering treatment prescriptions, plant species identification, sensitive environmental resources, and cultural resources. Workers joining the project after initiation must also complete this training before starting; the YWI Project Manager must be notified in advance so training can be scheduled.

In addition, all crew members and contractors shall attend the biological resource training provided each season by the project biologist (procured separately), covering identification of special-status species, avoidance procedures, impact-minimization practices, and stop-work authority and reporting procedures.

Inspections. The YWI Project Manager will conduct inspections to confirm that services are acceptable and consistent with Exhibits A, B, C and D. Inspections do not relieve Contractor of responsibility for its own quality control. Compliance inspections will occur on a sporadic basis and are not final; final inspection for payment will be made only on completed units. Contractor is encouraged to organize the work into logical, measurable units to support progress inspection and payment (see Payment, Section I).

Payment milestones for Bid Items 1 and 5. Because pile and broadcast burning depend on weather and air-district burn authorizations, Bid Items 1 and 5 are paid in two milestones within each unit: 50 percent of the unit price upon the YWI Project Manager's written approval of completed cutting, piling, and preparation in the unit, and the remaining 50 percent upon written approval of completed burning in the unit. All other Bid Items are paid on completion of each unit. The Cost Proposal Form (Exhibit E) prices each Bid Item as a single per-acre unit price; the milestone split applies to that price.

EXHIBIT C – PRESCRIPTION AND OPERATION SPECIFICATIONS

South Yuba Rim Hazardous Fuels Reduction Project — Phase 2 | Nevada County, California

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.

1. Operation Objectives

The primary goals of the project are to reduce the risk of extreme fire behavior and to improve access and efficacy for fire suppression activities. These prescriptions aim to accomplish this goal by reducing the density of understory vegetation, small diameter trees, and other fuels. The desired post-treatment condition is a multi-aged stand with well-spaced trees free from ladder fuels, except for specific species and isolated patches of understory that will be retained. The prescriptions are aimed at providing ample spacing to un-cut, residual trees and brush; however, the goal is not to provide even spacing to residuals, but rather to ensure good spacing in an irregular manner to mimic the natural distribution in a forest or woodland. The desired post-treatment surface fuels condition is either ash or mostly consumed slash from pile or broadcast burning, or a low, well-dispersed bed of chips or masticated fragments (where equipment can operate). The targets for vegetation removal include suppressed conifers, common upland broadleaf trees, and most herbaceous or woody shrub species that form dense stands and constitute ladder fuels to the established tree overstory.

2. Prescriptions

The PSA/Addendum classifies treatment prescriptions under three CalVTP treatment types — Fuel Break, Wildland-Urban Interface (WUI), and Ecological Restoration — each governed by its own Prescription, mapped by each Bid Item, in Exhibit A.

A. Fuel Break

- Trees up to 18 inches DBH (diameter at breast height – 4.5 feet above the ground) may be cut to thin canopy and break up canopy continuity, though the majority of trees to be cut will likely not exceed 10 inches DBH.
- Trees greater than 18 inches DBH may be removed if they are dead, dying, diseased, or a safety hazard with approval by YWI Project Manager.
- Remove trees to create horizontal distances between residual trees of 20 to 35 feet between trunks such that there is 8 to 15 feet between tree crown drip lines, where feasible.
- In areas of dense oak clumps (4+ stems), oak stems under 8 inches may be thinned to retain the largest, more vigorous 3+ stems in the clump.
- Remove brush to create horizontal distances between vegetation of 8-35 feet.
- Remove all downed logs (greater than 10 inches in diameter) and dead and downed material (limbs and branches over 1 inch diameter) within 300 feet of homes and 200 feet from centerline of fuel break; 'removal' in the mastication unit constitutes mastication; twenty percent of downed logs may be retained when they do not pose a fire hazard.
- Remove most shrubs within 300 feet of homes and within 200 feet of the center line of the fuel break, while retaining only shrubs that are adequately spaced and are not ladder fuels in other areas.

- Prune lower branches of residual trees up to 10 feet above the ground or half of the live crown ratio, whichever is the lesser.

B. Wildland-Urban Interface (WUI)

- Cut trees up to 18 inches DBH to thin canopy and break up canopy continuity, though the majority of trees to be cut will likely not exceed 14 inches DBH.
- Remove all downed logs and dead and downed material within 300 feet of homes.
- Retain largest downed logs (up to three logs per acre) and large snags (up to two per acre) beyond 300 feet from homes, with a preference for the largest snags that exhibit the form and decay characteristics favored by wildlife, unless the snags pose a hazard to implementation or personnel.
- Remove most shrubs within 300 feet of homes, unless they are adequately spaced and not ladder fuels that pose a fire hazard.
- Prune lower branches of residual trees up to 10 feet above the ground or half of the live crown ratio, whichever is the lesser.

C. Ecological Restoration

- Cut trees and brush under 12 inches DBH within the drip line of residual trees, as well as trees or brush that are in dense clusters.
- No cutting of trees over 12 inches DBH.
- Leave all snags over 10 inches DBH, except for those within 100 feet of roads or structure, or those which constitute dense fuels (mortality patches).
- Leave all downed woody material over 10 inches in diameter.

3. Species Retention / Preferences (applies to all Prescriptions and Treatment Specifications)

No-cut species: elderberry, Sierra lupine, willow (*Salix* spp.), bigleaf maple, alder, MacNab cypress, Pacific yew, western azalea, dogwood, hazelnut, redbud, Indian manzanita (*Arctostaphylos mewukka*), Oregon white oak, California grape.

Retention preference, most preferred (retain first) to least preferred (cut first) — conifers: sugar pine, ponderosa pine, Douglas-fir, white fir, incense cedar.

Retention preference, most preferred (retain first) to least preferred (cut first) — hardwoods: blue oak, madrone, black oak, tanoak, canyon live oak, interior live oak.

Retention preference, most preferred (retain first) to least preferred (cut first) — shrubs: Lemmon's ceanothus (*Ceanothus lemmonii*), coffeeberry, deer brush, toyon, buck brush, whiteleaf manzanita (*Arctostaphylos viscida*).

4. Compliance Monitoring

The YWI Project Manager will conduct periodic field inspections of completed areas to verify compliance with this prescription. This prescription may be refined by the YWI Project Manager prior to or during implementation to reflect on-the-ground conditions.

EXHIBIT D – ENVIRONMENTAL COMPLIANCE MEASURES

South Yuba Rim Hazardous Fuels Reduction Project — Phase 2 | Nevada County, California

Information and guidelines from both the California Forest Practice Rules and the CalVTP Program EIR mitigation measures were used to develop the following Resource Protection Measures. Contractor shall adhere to every applicable provision throughout operations and shall not commence an activity in a given Bid Item until briefed by the YWI Project Manager on the specific measures, flagging, and buffers that apply.

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

1. Watercourses

All watercourse classifications and associated buffers will be identified to the operator through maps and on-the-ground flagging (see flagging key, Section 7).

Class	Characteristics / Key Indicators	Buffer by Slope Class	Protection Measures in Buffer
Class I	Fish-bearing streams (perennial or seasonal) or domestic water supplies	200 ft (Foothill Yellow-Legged Frog protection)	Watercourse and Lake Protection Zone (Equipment Exclusion Zone). Only lop-and-scatter is proposed within the project's one Class I WLPZ. Streams kept free of slash and debris; accidental deposits removed immediately.
Class II	Fish present (perennial or seasonal) within 1,000 ft downstream; aquatic habitat for non-fish species	<30% slope = 50 ft; 30–50% = 75 ft; >50% = 100 ft	Equipment Exclusion Zone. No machinery within buffer; no piles built within the WLPZ. Streams kept free of slash and debris; accidental deposits removed immediately.
Class III	No aquatic life; evidence of capacity to transport sediment to a higher-order watercourse	<30% slope = 25 ft; >30% = 50 ft	Equipment Limitation Zone (ELZ) — see ELZ protections. Burn piles not located within 5 ft of the bank.
Class IV	Man-made watercourses	<30% slope = 25 ft; >30% = 50 ft	Equipment Limitation Zone (ELZ) — see ELZ protections.

Additional WLPZ measures: within Watercourse and Lake Protection Zones, understory vegetation removal shall occur in a mosaic pattern retaining a minimum of 10% relative herbaceous cover per acre to preserve amphibian cover.

ELZ (Equipment Limitation Zone) measures: heavy equipment use is limited to (a) existing roads, or (b) existing skid-trail crossings perpendicular to the watercourse that are identified by the YWI Project Manager prior to use and dry at time of use, with the number of crossings kept to a minimum and existing crossings used wherever feasible. Class III watercourses shall be kept free of slash and debris, with accidental deposits removed immediately; burn piles shall not be located within 5 ft of the bank.

2. Erosion Control

Contractor shall drain compacted and/or bare linear treatment areas capable of generating storm runoff via water breaks, per the spacing and erosion-control guidelines in Sections 914.6, 934.6, and 954.6(c) of the California Forest Practice Rules (February 2019). Where water breaks cannot effectively disperse runoff — including where they cause runoff to concentrate on downslopes — additional erosion controls shall be installed as needed to maintain site productivity by minimizing soil loss. Applies to mechanical, manual, and prescribed-burn activities and all treatment maintenance.

3. Hazard Reduction / Burning

- Contractor shall provide and maintain fire-suppression tools and devices required by Public Resources Code §§ 4427, 4428, 4429, 4431, and 4442.
- A diligent aerial or ground inspection shall be conducted within the first two hours after cessation of felling operations each day during the dry, fire-prone period, by personnel with adequate communication to report any detected fire promptly.
- Burn piles shall not exceed 20 ft in length, width, or diameter, except on landings, road surfaces, or on contour to limit the spatial extent of soil damage.
- Piles shall be burned at a safe time during the first wet fall or winter weather (or other safe period) following piling and in accordance with applicable law and regulations; piles that fail to burn sufficiently shall be further treated to meet project objectives.
- All burns (pile and broadcast) shall be enrolled in the California Prescribed Fire Claims Fund prior to ignition, and any burn boss overseeing the burn shall hold a valid State Certified Prescribed-Fire Burn Boss certification issued by the CAL FIRE Office of the State Fire Marshal (OSFM) (Section III.E.6). Contractor shall comply with applicable air-district air-quality requirements.
- A smoke management plan shall be submitted to the applicable air district for all prescribed burns, in accordance with 17 CCR § 80160; a smoke management plan is not required for burns under 10 acres that will not be conducted near smoke-sensitive areas, unless the air district directs otherwise. Burning shall only be conducted in compliance with the applicable air district's burn authorization program.
- A burn plan shall be created using the CAL FIRE burn plan template for all prescribed burns. The burn plan shall include a fire-behavior model output (e.g., First Order Fire Effects Model and BEHAVE, or equivalent simulation) performed by a qualified fire behavior technical specialist, predicting fire behavior, fuel consumption, tree mortality, predicted emissions (including greenhouse gas emissions), and soil heating; soil burn severity from broadcast burning shall be minimized to reduce runoff and erosion potential.
- Prescribed burns planned and managed by non-CAL FIRE crews shall follow all safety procedures required of CAL FIRE crews, including an approved Incident Action Plan (IAP) covering burn dates and hours, weather limitations, the specific burn prescription, a communications plan, a medical plan, a traffic plan, and special instructions (e.g., minimizing smoke impacts to specific local roadways); the IAP shall also assign responsibility for air-district coordination, onsite briefings, notification posting, and weather monitoring during burning.
- At least three days prior to commencing prescribed burning, Contractor shall: (1) post signs along the closest public roadway describing the activity and timing and providing contact information; (2) publish a public-interest notice in a local newspaper or other widely distributed media; and (3)

send the county supervisor and county administrative officer (or equivalent) a notification letter describing the activity, its necessity, timing, and measures taken to protect the environment and prevent escape.

- Contractor shall be responsible for all required and critical burn-related notifications, burn planning, and traffic planning for smoke impacts. All ignited burn piles shall be monitored until out cold. Smoking is permitted only in designated areas cleared to mineral soil at least 3 ft in diameter (PRC § 4423.4).

4. Winter Operations

Mechanical operations (off existing roads) are prohibited when saturated soil conditions exist on site, or soils are wet enough to be compacted by treatment activities. Saturated soil may be indicated by: (1) areas of ponded water; (2) pumping of fines from the soil or road surfacing material during operations; (3) loss of bearing strength resulting in deflection of soil or road surfaces under load (e.g., wheel ruts); (4) spinning or churning of wheels or tracks producing a wet slurry; or (5) inadequate traction without blading wet soil or surfacing materials.

5. Biological Resources

Contractor shall adhere to all on-site avoidance flagging placed to protect special-status species and shall coordinate with the project biologist as described in Exhibit B. If any wildlife is encountered during implementation, work in the immediate area shall cease until the animal is allowed to move out of harm's way of its own accord; if it cannot, the YWI Project Manager shall be notified immediately.

6. General Conditions

- Should any sensitive resource — a special-status species, active bird nest, or archaeological resource — be found during implementation, work in the affected area shall cease immediately and the YWI Project Manager shall be notified.
- Contractor shall furnish fuel and all supplies for equipment maintenance. Equipment shall be free of leaks, in good operating condition, and equipped with spark-arresting devices or a supercharger.
- Operations shall be conducted only within the hours specified in Exhibit B (Work Sequence and Timing) and the noise limits stated below.
- Contractor shall post signage and/or road guards where necessary for public safety and traffic control; trail or facility closures shall be coordinated with the YWI Project Manager.
- Boundary and cross fences shall not be damaged; no chips or debris shall be propelled onto neighboring land, and no woody material left on or piled against fences, in ditches, or on roadways.
- Roads, trails, gates, fences, culverts, drainage structures, or signs damaged by Contractor shall be repaired to a like or better condition; significant damage shall be repaired at Contractor's expense within 10 working days of notice from the YWI Project Manager.
- All unit entry points from roads or trails must be approved by the YWI Project Manager and decommissioned/disguised upon completion of use, to discourage unauthorized vehicle entry; watercourses shall not be affected by entry, and only YWI Project Manager-approved tools and machinery shall be used for this purpose.
- The work site shall be left in a safe condition at the end of each workday; Contractor shall take all reasonable precautions to avoid injury to the public.

- Before daily departure, all work areas shall be cleaned of garbage, excess materials, temporary structures, and equipment, and left neat and presentable; trash shall be kept on-person until placed in a proper receptacle removed from the site at the end of each day.
- Contractor shall coordinate all work to avoid damage to utilities and other infrastructure within the project area.
- Site cleanliness: if trash receptacles are used on site, they shall be fully covered with secure, wildlife-proof lids to contain all food, food scraps, wrappers, beverages, and other worker-generated trash. All temporary non-biodegradable flagging, trash, debris, and barriers shall be removed from the project site upon completion of activities.
- Weed prevention: all heavy equipment, vehicles, tools, and other treatment-related materials shall be inspected for sand, mud, or other signs that weed seeds or propagules could be present prior to use in the treatment area. Equipment and vehicles traveling off-road shall be pressure-washed, if feasible, or otherwise appropriately decontaminated at a designated weed-cleaning station before entering the treatment area from an area with known infestations of invasive plants, noxious weeds, or invasive wildlife.
- Equipment maintenance: contractor(s) shall maintain all diesel- and gasoline-powered equipment per manufacturer specifications and applicable state and federal emissions requirements, with maintenance records available for verification. Equipment shall be inspected for leaks prior to the start of treatment activities and every day thereafter until removed from the site; any leaking equipment shall be promptly removed.
- Noise-generating vegetation treatment activity involving heavy equipment shall be limited to the hours of 7:00 a.m. to 6:00 p.m., Monday through Saturday, and between 9:00 a.m. and 6:00 p.m. on Sundays and federal holidays, where such noise would be audible to receptors (e.g., residences, schools, hospitals, places of worship).
- If any hauled material leaves the treatment area, contractor shall submit an Organic Waste Disposition Plan (SPR UTIL-1) to the YWI Project Manager prior to treatment.

7. Flagging key

Flagging	Designation
Pink	Unit boundary
Blue and white stripe	Watercourse zone for Class I/II, or centerline for Class III
Purple	Designation between treatments (as needed)

EXHIBIT E – COST PROPOSAL FORM

South Yuba Rim Hazardous Fuels Reduction Project — Phase 2

Proposer: _____ Date: _____

Bid Item	Description	Estimated Quantity	Unit Price (\$/ac)	Total Price (\$)
1	Hand Thin, Pile, Burn	117 acres		
2	Mastication	92 acres		
3	Lop and Scatter	4.5 acres		
4	Broadcast Burn (Simple)	8 acres		
5	Hand Thin, Prep, Crush, and Broadcast Burn (Complex)	6.8 acres		
6	Cut and Drag	3.5 acres		
7	Pile Burn of Existing Piles	63.7 acres		
			TOTAL	

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. For Bid Items 1 and 5, the unit price is paid in the two milestones stated in Exhibit B.

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

South Yuba Rim Hazardous Fuels Reduction Project — Phase 2

CAL FIRE Grant Agreement No. 5GG25128 (California Climate Investments / Greenhouse Gas Reduction Fund)

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 South Yuba Rim Hazardous Fuels Reduction Project — Phase 2 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 and participating landowners can review the terms in advance.

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

Completion date: **[INSERT DATE]**. Operations shall cease by this date and may resume only as provided in Section 2.23.

Outer termination date: February 15, 2029, the end of the performance period under CAL FIRE Grant Agreement No. 5GG25128. This Contract terminates no 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 private parcels identified on Exhibit A whose owners have executed Right-of-Entry (“ROE”) agreements with Organization. Those owners are referred to collectively as “**Landowners**.”

“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” Lynne Westerfield, Project Manager Yuba Watershed Institute P.O. Box 2198 Nevada City, CA 95959 [INSERT PHONE] lynne@yubawatershedinstitute.org	“Landowners” The owners of the parcels identified on Exhibit A for which an executed ROE agreement is on file with Organization. Contact and notification are coordinated through Organization’s Representative.

Recitals

A. The operations described in this Contract will take place on private parcels in Nevada County, California within the South Yuba Rim Hazardous Fuels Reduction Project, Phase 2 (the “Project Area”). The Project Area, its treatment units, and the parcels within it are shown on the Project Area Map at Exhibit A.

B. Organization holds, or will hold before work begins on any parcel, executed Right-of-Entry agreements with the Landowners of the parcels identified on Exhibit A. Work under this Contract is confined to parcels with a current executed ROE agreement on file with Organization, as provided in Section 2.03.

C. This project is implemented consistent with a Project-Specific Analysis and Addendum to the CalVTP Program EIR (PSA/Addendum, May 2025, prepared by Ascent Environmental, Inc.; CEQA lead agency: Nevada County; implementing entity: Organization), which tiers off the CalVTP Program EIR (California Board of Forestry and Fire Protection, December 2019), together with the project’s Mitigation Monitoring and Reporting Program (Attachment A to the PSA/Addendum). The Standard Project Requirements and Mitigation Measures applicable to Operator’s work are stated in Exhibit D (Environmental Compliance Measures).

D. This Contract is funded in whole or in part by CAL FIRE Grant Agreement No. 5GG25128 (California Climate Investments / Greenhouse Gas Reduction Fund; executed by Organization January 2026 and by CAL FIRE February 2026) and is subject to the requirements of that agreement, including its February 15, 2029 performance period.

E. Biological resource coordination and monitoring for this project are provided by a separately procured project biologist (“Project Biologist”), whose training and stop-work coordination role is described in Sections 2.08 and 2.14.

F. Landowners are not parties to this Contract but are express third-party beneficiaries 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: **[INSERT DATE]** (estimated). Work on each Bid Item is authorized by a written Notice to Proceed issued by Organization’s Representative for that Bid Item or group of Bid Items, and is contingent on confirmation of the ROE agreement(s) for the applicable parcel(s). Notice to Proceed dates are targets only.

Completion: **[INSERT DATE]**. Work not completed by this date pauses and resumes as provided in Section 2.23. This Contract terminates no later than February 15, 2029.

Limited Operating Periods (for scheduling reference; see Section 2.23): nesting birds, February 1 through August 31; California spotted owl, March 1 through August 15; California red-legged frog, October 15 through April 15. Organization maintains scheduling oversight and intends to schedule all treatment activities outside these periods, consistent with the PSA/Addendum.

Operating hours: 7:00 a.m. to 6:00 p.m., Monday through Saturday; 9:00 a.m. to 6:00 p.m. on Sundays and federal holidays (Exhibit D).

1.02 Environmental compliance framework

PSA/Addendum to the CalVTP Program EIR (May 2025) and its Mitigation Monitoring and Reporting Program, as described in Recital C. The applicable Standard Project Requirements and Mitigation Measures are at Exhibit D.

1.03 Estimated quantities to be treated

Approximately 231.8 acres of initial treatment, plus 63.7 acres of pile burning on previously treated acres, distributed among the Bid Items in Section 1.04. Estimated acreages are derived from treatment-unit polygon geometry and may be refined as final layout, ROE agreements, and field conditions are confirmed; they are not a guarantee of acreage assigned to Operator. 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 Price / Acre
1	Hand Thin, Pile, Burn (est. 117 acres)	\$ [INSERT]
2	Mastication (est. 92 acres)	\$ [INSERT]
3	Lop and Scatter (est. 4.5 acres)	\$ [INSERT]
4	Broadcast Burn, Simple (est. 8 acres)	\$ [INSERT]
5	Hand Thin, Prep, Crush, and Broadcast Burn, Complex (est. 6.8 acres)	\$ [INSERT]
6	Cut and Drag (est. 3.5 acres)	\$ [INSERT]
7	Pile Burn of Existing Piles (est. 63.7 acres; second treatment, not counted in total acreage)	\$ [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 (Formulation B): 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
- The Landowner(s) of each parcel on which Operator performs work, as identified in the applicable ROE agreement

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

Flagging and marking summary: see Exhibit D, Section 7 (Flagging Key). Operator shall coordinate with the Project Biologist as provided in Sections 2.08 and 2.14.

Payment milestones for Bid Items 1 and 5: as provided in Exhibit B, 50 percent of the unit price is payable upon Organization's Representative's written approval of completed cutting, piling, and preparation in a unit, and the balance upon written approval of completed burning in that unit. Section 2.05 applies to each milestone invoice.

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
- 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" Signature: _____ Name: _____ Title: _____ Date: _____	"OPERATOR" Signature: _____ Name: _____ Title: _____ Date: _____
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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

Operator shall not access or treat any parcel without a confirmed, current ROE agreement on file with Organization for that parcel, as identified on Exhibit A. If an ROE agreement for a parcel lapses or is withdrawn, Organization's Representative will direct Operator to suspend work on that parcel under Section 2.23.

Operator shall conduct operations only within the boundaries of the Bid Item areas assigned to Operator and shall be liable to Organization, Landowners, 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.

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 Landowners;
- 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, where Exhibit D requires, obtain Organization's Representative's weed inspection before ground-based equipment enters the project area.

2.08 Required training

All personnel working on this project shall attend mandatory training before starting work, covering treatment prescriptions, plant species identification, sensitive environmental resources, and cultural resources. 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.

All crew members shall also attend the biological resource training provided each season by the Project Biologist, covering identification of special-status species, avoidance procedures, impact-minimization practices, and stop-work authority and reporting procedures.

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, the lead time necessary for landowner notification and coordination. 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 and consistent with landowner ROE agreements	Prior to mobilization
Weekly progress report	Quantities completed by Bid Item, crew size and composition, equipment used, and issues encountered	Weekly during active operations
Burn plan(s)	CAL FIRE burn plan template, fire behavior modeling (e.g., FOFEM/BEHAVE or equivalent), and Incident Action Plan	Prior to any pile or broadcast burning
Smoke management plan	Per applicable air district requirements (17 CCR § 80160)	Prior to burns of 10 acres or more, or as required by the air district
Public burn notifications	Roadside signage, public-interest notice, and county supervisor/CAO notification letter	At least 3 days prior to burning
Organic waste disposition plan	Required only if hauled material leaves the treatment area (SPR UTIL-1)	Prior to treatment, if applicable
Unit completion documentation	GPS-verified treated quantities by Bid Item, photographs, and Organization's Representative sign-off	Within 10 days of completing each unit
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 / Landowners:** (1) the environmental compliance documentation identified in Section 1.02; (2) any permissions needed for Operator's access to the project area, including landowner ROE agreements; (3) county road encroachment permit, if needed.
- **Operator:** (1) current California business license; (2) all required licenses and permits for commercial vehicle operations; (3) air district burn authorization and the prescribed fire requirements of Section 2.17.

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 sensitive-resource and wildlife stop-work procedures, 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 archaeological resource, be found during implementation, work in the affected area shall cease immediately and Organization's Representative and the Project Biologist 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 any 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 those regarding the burning or disposal of slash 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 CAL FIRE, Organization, and Organization's Representative all fires occurring on or threatening to run onto the project area or Landowners'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

Any personnel conducting or overseeing a prescribed burn (pile or broadcast) shall hold a valid State Certified Prescribed-Fire Burn Boss certification issued by the CAL FIRE Office of the State Fire Marshal, and every burn shall be enrolled in the California Prescribed Fire Claims Fund prior to ignition, with proof of enrollment provided to Organization's Representative before ignition.

No ignition shall occur except under a burn plan and, where required, a smoke management plan meeting the requirements of Section 2.10 and the applicable air district, with all burn authorizations and permits in place, and with the public notifications required by Section 2.10 completed. Operator shall confirm each planned ignition with Organization's Representative at least three (3) days in advance and shall comply with the burning standards at Exhibit D.

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 Landowners

Indemnification obligation. Operator agrees to indemnify, defend, and hold harmless Organization and Landowners 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 Landowners.**

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 Landowners on any such claim, and shall pay or satisfy any judgment, decree, or award rendered against Organization or Landowners 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 Landowners 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 Landowners 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 Landowners 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 Landowners. This covenant survives the expiration or earlier termination of this Contract.

Third-party beneficiary. Landowners are express third-party beneficiaries 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 Landowners.

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 periods; 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.

The limited operating periods listed in Section 1.01 are scheduling constraints. Organization maintains scheduling oversight and will schedule and authorize work windows consistent with those periods and with Exhibit D; Operator shall coordinate its work sequence and schedule with Organization's Representative to complete each Bid Item, where feasible, within a single operating season.

Organization may require Operator, upon written notice, to suspend operations because of fire hazard, strikes, lapse or withdrawal of a right-of-entry agreement (as to the affected parcel), a sensitive-resource discovery under Exhibit D (as to the affected area), or other conditions outside Organization's absolute control.

Work not completed by the completion date shall pause and resume in a subsequent season on a schedule set by Organization in writing after coordination with Operator, not later than the February 15, 2029 outer termination date. Burn piles created during a season's treatment shall be burned before the close of operations for that season unless Organization's Representative approves carryover in writing. Unless Organization agrees otherwise in writing, Operator shall remove all equipment from the project area at the close of each season's operations 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.

Operator's unit rates in Section 1.04 shall remain firm through any suspension. Demobilization and remobilization associated with a suspension are at Operator's cost and are included in the unit rates under Section 1.04; Operator shall not otherwise be entitled to additional compensation or lost profit by reason of a suspension under this Section. 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, for accessing a parcel without a current ROE agreement, 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 (CAL FIRE), 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 the Organic Waste Disposition Plan documentation required by Section 2.10 where hauled material leaves the treatment area.

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, 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.