

AGREEMENT FOR SERVICES
between the
NORTHWEST CALIFORNIA RESOURCE CONSERVATION & DEVELOPMENT COUNCIL and
SUMMMITT FORESTS INC.

Relative to: Deadwood Creek Watershed Conifer Tree Planting.

This agreement, by and between the Northwest California Resource Conservation & Development Council, herein called "Council"; and Summitt Forests, Inc., herein called "Contractor", shall be effective as of the last date signed until June 30, 2022.

- I. The Council's 5C Program desires to retain a qualified reforestation site preparation (scalping) and tree planting contractor to prepare and plant approximately 81,000 1-year old bare foot ponderosa pine seedlings and 9,000 1-year incense cedar seedlings on approximately 300 acres owned by the Brown Bear Mine Investment LLC. and the US Bureau of Land Management as described in Exhibit A.

- II. Contractor agrees to:
 - A. Provide to Council the services listed in Exhibit A to this Contract ("Services")
 - B. Operate only within the boundaries of the Properties as specified in Planting Area Map-Exhibit E.
 - C. Pay all costs of labor, and materials; maintain all required workers' compensations insurance for the operations hereunder; and keep all Contractor's and Owners' property, located within the Property, free of liens and encumbrances. Subcontractor shall furnish Contractor on demand satisfactory proof of payment of all charges for which liens may be claimed.
 - D. Provide Council with all information pertaining to its operations, as may be required by state or Federal agencies and comply with the provisions of all applicable local, state, and federal laws, rules, and regulations, including without limitation, the provisions of applicable executive orders, such as those relating to equal employment opportunity and employment of the handicapped.
 - E. The Contractor may, in concurrence with Council Contracting Representative (herein referred to as CR), use latitude in placement of tress to achieve the reforestation objectives.
 - F. Contractor shall work in coordination with other contractors to deliver materials and equipment and remove materials and equipment in a timely manner for efficient use of labor and preservation of seedlings.
 - G. The CR and/or their designee may supervise any, or all, portions of the work performed under this agreement. If requested by the CR, consulting foresters and/or other qualified specialists may also assist in supervising work performed under this agreement.
 - H. Comply with the terms of all permits and environmental documents prepared for the project.

- I. Contractor agrees to temporarily shut down operations when environmental and meteorological conditions present significant risk or hazard to road beds or surrounding environments.
- III. Contractor is not required to furnish a performance bond under this agreement, guaranteeing the faithful performance of work thereof. In lieu of a performance bond, guaranteeing the faithful performance of work thereof, Council and Contractor agree to the provisions specified in Exhibit A, B, and C.
- IV. Council agrees to pay Contractor for actual labor and services performed up to a maximum of \$54,000 as specified in the Project Budget provided in Exhibit B. The following provisions apply:
 - A. Invoices for payment of completed work shall be consistent with the Budget Items provided in Exhibit B. The Council's 5C Program Director may authorize changes of up to 15% of the total as needed to accommodate unforeseen physical, logistic or environmental constraints encountered during scalp and plant operations. Such changes shall be written and initialed by both the CR and Contractor. However, regardless of any allowed changes in no event shall the maximum agreement amount be exceeded without an amendment as specified below.
 - B. Invoices shall document trees planted based on Contractor reporting, tree audit and field inspection for acceptable, countable trees.
 - C. Invoices lists a summary of charges, shall include the period of time spanned by the Invoice as well as the project name. Council shall retain 10 percent of each payment, which shall be due upon completion or termination of this agreement.
 - D. Invoices shall be prepared for whole months within the effective dates of the agreement. If the agreement effective date does not fall on the first day of a month and/or if the agreement termination date does not fall on the last day of a month, then the first and/or last invoice(s) may not span whole months for this reason. The Council fiscal year begins on July 1st of each year and ends the following June 30th. Invoice periods shall not span more than one Council fiscal year. Invoices shall be sent to the Council within 10 business days following the end of the invoice period to the Council address listed in Contact Information below.
 - E. Council agrees to pay Contractor within 45 days of receipt of an Invoice that is completed in accordance with the above requirements. Notwithstanding any other provision herein, payment may be delayed, without penalty for any period in which the State or Federal or Local Government has delayed distribution of funds that are intended to be used by the Council for funding payment to contractor.

V. Contact Information:

Payments and correspondence shall be sent to Contractor using the following contact information:

Summitt Forest Inc.
2305 Ashland St Ste C PMB 432
Ashland, OR 97520
(541) 535-8920

Correspondence shall be sent to Council using the following contact information:

Northwest CA Resource Conservation & Development Council
Attn: Mark Lancaster, 5C Program
P.O. Box 2571
Weaverville, CA 96093
Mlancaster@5counties.org

Electronic invoices shall be addressed to the Council staff member above, but the staff managing the project - lmounivong@5counties.org - and the Council Office Manager - ctrent@5counties.org - indicated here shall also be copied on the email. If invoices are mailed by standard USPS mail, only a single copy is required.

VI. Insurance:

Contractor shall maintain a minimum of \$2,000,000.00 of commercial general liability insurance or its equivalent on which the Council and BBM Land Investment, LLC is named as Additionally Insured. Where the services to be provided under this agreement involve or require the use of any type of vehicle by Contractor in order to perform said services, Contractor shall also provide comprehensive business or commercial automobile liability coverage including non-owned and hired automobile liability in the amount of \$300,000 per accident for bodily injury and property damage.

Said policies shall remain in force through the life of this Contract. Contractors shall provide 30 day advance notice to Council of any termination or reduction in coverage.

The Certificate Holder and Additional Insured should read as follows:

Northwest California Resource Conservation & Development Council
P O Box 2183
Weaverville, CA 96093-2183

BBM Land Investments, LLC
141 West Jackson Blvd, Suite 1650
Chicago, IL 60604

The insurer shall supply both Certificates of Insurance and endorsements signed by the insurer evidencing such insurance to Council.

Contractor shall also maintain Worker's Compensation Insurance or a State-approved self-insurance program that meets all applicable requirements of Section 3700 of the Labor Code of the State of California. This includes Employer's Liability with a minimum of \$250,000 limits, covering all persons providing services on behalf of Contractor and all risks to such persons under this Agreement.

- VII. Contractor shall provide Council with a completed W-9 Request for Taxpayer Identification Number and Certification.
- VIII. Contractor shall retain all financial accounts, timecards, documents, and records, herein collectively "records", relating to this agreement. The records shall include evidence sufficient to substantiate all expenses related to work under this agreement. Contractor shall retain the records for a minimum of three years following final payment from Council for work under this agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. Council may review, obtain, and copy all records. Contractor shall provide Council access to the Contractor's records upon reasonable notice during normal business hours.
- IX. It is mutually agreed that:
 - A. This agreement will be effective until June 30, 2022. However, no work may be performed or costs incurred before all insurance and other requirements outlined in this agreement have been met. If any insurance or other requirements lapse during the course of this agreement, then work shall immediately cease and may not resume until those requirements are satisfied.
 - B. Either party may terminate this agreement by providing a 30-day written notice to the other party.
 - C. This agreement may be amended or modified in writing, by the mutual consent of Council and Contractor.
 - D. Contractor shall be responsible for the professional and technical soundness, accuracy, and quality of work and materials furnished under this agreement, to at least the same level of competency presently maintained by other responsible practicing professionals in the same type of work in the professional community.
 - E. The Council, its officers, agents, and employees, shall not be liable or responsible for any injury or damage to persons or property resulting from the operations or activities of the Contractor or its employees while engaged in complying with any of the terms of this agreement. Contractor agrees to indemnify and hold harmless the Council and its officers, agents, and employees, from and against all claims and

liability for damage or injury to persons or property resulting from the activities of the Contractor and their employees.

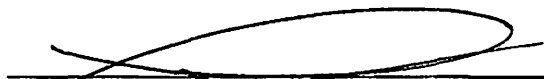
- F. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of Contractor or the Council to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The remedies herein reserved shall be cumulative and additional to any other remedies in law or equity.
 - G. The invalidity in whole or in part of any provisions of this Agreement shall not void or affect the validity of any other provision.
 - H. This Agreement shall be governed by the laws of the State of California and constitutes the entire agreement between the parties and supersedes all prior negotiations, discussions and preliminary understanding. Furthermore, the parties acknowledge and agree that this agreement was entered into and in Trinity County. The parties agree that the venue for any action or claim brought by any party to this agreement will be the Superior Court of California, County of Trinity, unless otherwise agreed to by all parties. Each party hereby waives any law, statute (including but not limited to Code of Civil Procedure section 394), or rule of court that would allow them to request or demand a change of venue. If any third party brings an action or claim concerning this Contract, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of Trinity unless otherwise agreed to by all parties.
 - I. Attorney Fees and Costs: If any legal action is instituted to enforce any of the parties' rights hereunder, each of the parties shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto.
 - J. Jury Trial Waiver. The parties hereby waive their respective rights to trial by jury and agree to accept trial by judge alone for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either of the parties against the other on any matter arising out of, or in any way connected with, this Agreement, the relationship of the parties or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.
- X. Certifications:
- Contractor shall comply with and provide signed originals of the following certifications. The signed, original certifications shall, altogether, constitute Exhibit E:
- A. Equal Employment Opportunity Certification
 - B. Public Contract Code Section 10285.1 Statement
 - C. Public Contract Code Section 10162 Questionnaire
 - D. Public Contract Code Section 10232 Statement

- E. Noncollusion Affidavit
- F. Debarment & Suspension Certification
- G. Copeland "Anti-Kickback" Act Certification
- H. Contract Work Hours and Safety Standards Act Certification

Contractor agrees to notify the Council in writing and by telephone immediately of any changes that would affect any of the certifications. Specifically, said changes are any that would cause the Contractor to change their answers or need to provide additional information on any of the certifications if the certifications were required to be completed again.


- XI. The Northwest California RC&D Council prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, gender identity or expression, genetic information, political beliefs, military or veteran status, reprisal, or because all or a part of an individual's income is derived from any public assistance program. To file a complaint of discrimination write to Northwest California RC&D Council, P. O. Box 2183, Weaverville, CA 96093-2183.

XII. Attest:



Summitt Forest, Inc

11/18/21
Date



Northwest CA Resource Conservation &
Development Council

11/18/21
Date

EXHIBIT "A"
SCALPING AND TREE PLANTING SPECIFICATIONS

Contractor to pick up and transport seedlings from mutually agreed designated storage location in the Lewiston CA area to planting sites.

1. Contractor to prepare planting sites by removing living vegetation (scalp) within each 24"x24" planting spot for approximately 90,000 bare root 1-0 conifer seedlings using hand crews.
2. Scalp and spacing of planted seedlings will be approximately 14'x14' within the designated planting areas. Spacing will be increased where inadequate planting space due to rock outcrops, dense brush, downed wood, or unsafe areas to snags prevent efficient and safe planting opportunities.
3. Trees shall not be planted within drip lines of residual green crowned, live trees which may be scattered across units.
4. Slopes are steep 40-70%. Brush and logging and downed woody debris cover will limit scalping and planting in some areas.
5. Tree planting to occur between November 19th, 2022 and December 30th, 2022
6. Tree planting shall adhere to the following specifications for care and protection of tree seedlings.
 - a. Tree seedlings shall be protected at all times from drying, heating, smothering, freezing, crushing, and drowning, abrasion, rapid temperature fluctuations, or contact with injurious substances.
 - b. Tree seedlings shall not be removed from shipping containers or plastic sacks until being readied for placement into prepared planting hole.
 - c. Tree seedlings shall be planted without further root or top pruning or culling. If pruning or culling appear necessary, or if mold, dry rots, evidence of injury, or drying is seen, the condition shall immediately be reported to the Planting Inspector or CR.
 - d. Tree seedlings that are frozen shall not be handled until completely thawed. They shall be thawed in full shade.
 - e. Tree seedlings removed from cold storage facilities shall not be allowed to stand or lie in water or snow or be covered with snow.
 - f. Tree seedlings in possession of planters shall be handled in accordance with the following:
 - i. Tree seedlings in planting bags shall be kept in their container or plastic sack and have only their tops exposed.
 - ii. Tree seedlings shall not be removed from planting bag and containers/plastic sack until immediately before planting in a prepared hole.
 - iii. Tree seedlings shall be gently removed, one at a time, to prevent stripping or other injury and quickly and gently inserted into the planting hole.

- iv. No planter shall carry more than 250 trees, which shall be evenly distributed in the planting bag. Bundles of trees and containers shall not be stacked upon other seedlings in lower portions of the bags.
7. Clear away loose organic material, such as leaves and grasses, from the planting spot to expose mineral soil.
8. Dig hole with shovel or hoedad to be deep and wide enough for the roots to be fully extended. Fill hole, being sure soil falls around roots, and tamp soil firmly around base of plant with heel.
9. If the Planting Inspector determines that weather conditions are causing undue damage to seedlings before planting, the Council reserves the right to further restrict the number of tree seedlings carried per planter.
10. Spacing Requirements:
 - a. Trees and scalp spacing for this project shall be 14' x 14' spacing to plant approximately 238 trees per acre. The following considerations shall apply.
 - i. Tree seedlings shall be planted in plantable spots distributed over the area. The specified spacing for individual trees may vary to place the seedling in the best microclimate.
 - ii. Where residual established trees exist, the contractor shall space off of the existing tree over 12 inches tall. For established trees greater than 10 feet in height, including oaks and other hardwoods, planting may occur up to the drip line of the tree. No plantable spots will be located inside the drip line of any live tree over 6 inches DBH.
 - iii. Where a plantable spot is not encountered within the specified spacing, Contractor may vary from the specified spacing. Should no plantable spot be located within 100 percent variation, the spot shall be deemed an "unplantable spot" and not count against spacing requirements.
 - iv. Average spacing shall be maintained throughout the planting unit except as allowed above.

EXHIBIT "B"

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

The total amount of this Agreement will not exceed \$54,000. The Contractor will be reimbursed at the following rates for all work completed under this Agreement. Rates will remain in effect for the term of the Agreement unless modified by Amendment.

Contractor agrees to pick-up seedlings from a storage site designated by Council, store seedlings appropriately during transport, scalping and planting, and scalp a 24"x24" planting site and plant 90,000 bare root 1-0 seedlings on approximately 390 acres of burned lands in Trinity County California as follows:

Site scalping tree planting rate is \$600.00/thousand seedlings planted. This price includes supplying as many crews as necessary to complete the project this field season. Price is inclusive of all labor, transportation, housing, tools, equipment, vehicles, materials (excepting seedlings) and costs to pick up trees from refrigerator truck and deliver to planting sites.

Price does not include refrigerator truck(s) domiciled at a mutually agreeable location in addition to picking up and hauling trees from the nursery.

Materials & Supplies:

Council shall provide seedlings to Contractor in a timely and cost efficient manner.

Contractor at its own expense shall provide scalping and planting tools, bags, and other materials and supplies as necessary to assure effective and efficient site preparation and planting

EXHIBIT "C"

PERFORMANCE REQUIREMENTS

In lieu of a performance bond, Council and Contractor agree to the following provisions:

- A. If Contractor fails to perform any portion of the work within this Agreement in a timely manner and/or consistent with the requirements set forth in this Agreement, the Council's Contract Representative, herein "CR", may temporarily issue a Work Deficiency Report and Stop Work Order. CR will provide Contractor with a written Work Deficiency Report with recommended actions needed to complete tasks a minimum of 3 days in advance of issuance of a Stop Work Order, unless CR determines that an emergency condition warrants an immediate stop work action to protect safety, the environment, or to prevent the concealment of a material, mechanical, or construction defect. All Stopped Work, which is that work referenced in a Stop Work Order, done after the issuance of the Stop Work Order shall not be reimbursable to Contractor until corrective actions are agreed upon. If Contractor fails to meet corrective actions of the Stop Work Order within the specified timeline, CR may issue a Letter of Suspension to Contractor. If a Letter of Suspension is issued, the Council will assume responsibility to, and may contract another operator to, complete work under the suspended work task.
- B. Partial work, that is part of the suspended work task, done prior to the issuance of a Letter of Suspension will not be paid until all work is completed under that suspended task. The payment amount for that partial work will not exceed the amount authorized under the suspended work task less any payment(s) made to another operator(s) contracted to complete the work after the Letter of Suspension was issued. A Stop Work Order for one work task shall not result in delay of payment for work done under other tasks.
- C. Contractor may appeal the CR's decision to suspend work to an Appeals Committee designated by the Council. The Appeals Committee shall include members of the Council Board. The Appeals Committee shall:
 - i. Hold an internet "web conference" meeting to hear and determine the facts of the suspension and appeal within three working days of the Appeal submittal.
 - ii. Council Staff, Contractor, and any other interested parties may be present and provide information to the Appeals Committee to render its decision.
 - iii. The Appeals Committee decision shall be the final administrative remedy to the parties. The Appeals Committee shall document its decision in minutes to the meeting, which shall be ratified via an email vote of the Council Board members of the Committee. Minutes from the meeting shall be prepared within three working days of the meeting.

EXHIBIT "D"

CERTIFICATIONS

Contractor shall comply with and provide signed originals of the following certifications. The signed, original certifications shall, altogether, constitute Exhibit D:

- A. Equal Employment Opportunity Certification
- B. Public Contract Code Section 10285.1 Statement
- C. Public Contract Code Section 10162 Questionnaire
- D. Public Contract Code Section 10232 Statement
- E. Noncollusion Affidavit
- F. Debarment & Suspension Certification
- G. Copeland "Anti-Kickback" Act Certification
- H. Contract Work Hours and Safety Standards Act Certification

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Contractor hereby certifies that (s)he has _____, has not , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246 as amended, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by bidders and proposed Contractors only in connection with contracts and sub-contracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and Contractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In accordance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the Contractor hereby declares under penalty of perjury under the laws of the State of California that the Contractor has , has not been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "Contractor" is understood to have the same definition as "bidder" here and is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

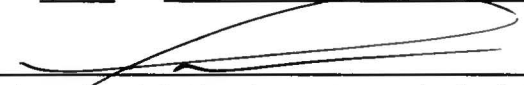
Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

SIGNATURE 

Public Contract Code Section 10162 Questionnaire

In accordance with Public Contract Code Section 10162, the Contractor shall complete, under penalty of perjury, the following questionnaire:
Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has a proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes No

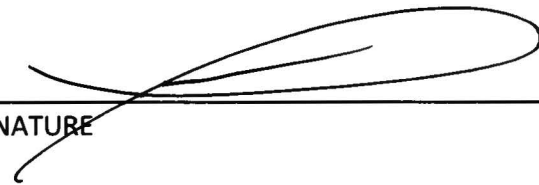
SIGNATURE 

If the answer is yes, explain the circumstances in the following space:

Public Contract Code 10232 Statement

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal.
Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution.


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SIGNATURE


Noncollusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

TO THE COUNCIL

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the Contractor declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Contractor has not directly or indirectly induced or solicited any other Contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Contractor or any other Contractor, or to fix any overhead, profit, or cost element of the bid price, or of that of any other Contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the Contractor has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Proposal.
Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution.



SIGNATURE

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The Contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3-years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3-years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining Contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal.



SIGNATURE

Copeland "Anti-Kickback" Act Certification

Contractor certifies that (s)he shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor certifies that Contractor and any subrecipient shall not induce, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which (s)he is otherwise entitled. Contractor shall report all suspected or reported violations to the Council.

SIGNATURE

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CONTRACT WORK HOURS AND SAFETY STANDARDS ACT CERTIFICATION

Contractor certifies that (s)he shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1.5 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

SIGNATURE

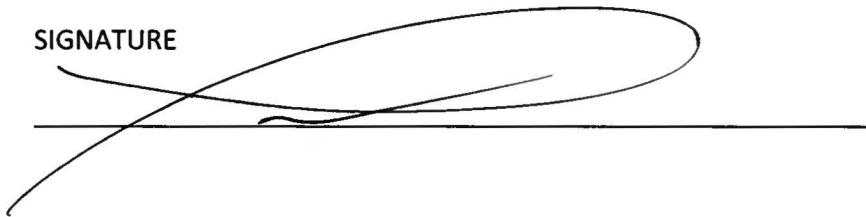
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Exhibit E.

Planting Area Map

