



**GOLDEN STATE NATURAL RESOURCES**  
**REQUEST FOR BID NO. 2025-01-GSNR-GF**  
**for**  
**GRIZZLY FLAT CULL DECK REMOVAL PROJECT**

E-Mail Address: [gsnr@gsnrnet.org](mailto:gsnr@gsnrnet.org)

RESPONSE DUE  
by 5:00 pm  
on August ~~20~~ 29, 2025

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

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

**AMENDMENT #1**  
**Dated August 15, 2025**

**Reflecting changes described in**  
**Addendum #2 issued August 15, 2025**

**Changes shown in underline for new text and**  
**~~strikethrough~~ for removed text.**

# **GOLDEN STATE NATURAL RESOURCES**

## **RFB No. 2025-01-GSNR-GF Grizzly Flat Cull Deck Removal Project**

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## I. BACKGROUND

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

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

## II. STATEMENT OF WORK

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

### A. BIDDER QUALIFICATIONS

Bidder Minimum Qualifications:

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

### B. SCOPE

It is the intent of these specifications, terms, and conditions to describe the services GSNR is seeking. GSNR intends to award a contract to the Bidder(s) who best meets the requirements. The term of the contract shall begin the date the contract is executed by GSNR and terminates ~~60~~ 120 business days after the protest period concludes. GSNR may extend the contract time pursuant to Sections 8-10 of Exhibit C to account for excusable delays in the

### Work.

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

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

### **C. SPECIFIC REQUIREMENTS**

The successful bidder will be responsible for the following:

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

### **D. SITE VISIT**

Bidder is strongly encouraged to perform an independent site visit to the decks to be removed in order to view the project setting and understand the site conditions and other factors potentially relevant to responding to this RFB.

### **E. PRE-WORK CONFERENCE**

Bidder agrees that if awarded a contract, Bidder and its principals will attend a pre-work conference with GSNR and the Forest Service within 10 days prior to starting operations to discuss job requirements. The date will be determined after the contract award.

## **III. GSNR PROCEDURES, TERMS, AND CONDITIONS**

### **A. RFB ACCEPTANCE AND AWARD**

1. RFB responses will be evaluated by a GSNR Selection Committee.
2. The committee will recommend awarding the contract to the Bidder who, in its opinion, is best qualified to perform the work described in this RFB. The contract may not necessarily be awarded to the Bidder with the lowest bid.
3. GSNR has the right to decline to award this contract or any part of it for any reason.
4. Any specifications, terms, or conditions issued by GSNR, or those included in the Bidder's submission, in relation to this RFB, may be incorporated into any contract that may be awarded as a result of this RFB.
5. The right is reserved to reject any or all proposals, or to accept one part of a proposal



and reject the other, unless the bidder stipulates to the contrary, and to waive technical defects, as the interest of GSNR may require. Award will be made by the GSNR CEO in conjunction with the Forest Service.

## **B. EVALUATION CRITERIA/SELECTION COMMITTEE**

All bids to be evaluated by the Selection Committee. The Selection Committee will be composed of GSNR staff and other individuals who have expertise or experience in this type of procurement. The Selection Committee will select/recommend a Bidder in accordance with the evaluation criteria set forth in this RFB. The evaluation of the RFB responses shall be within the sole judgment and discretion of the Selection Committee.

## **C. PRICING**

1. Prices quoted shall be firm for the term of any contract that may be awarded pursuant to this RFB.
2. All prices quoted shall be in United States dollars.
3. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.

## **D. PROTESTS**

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

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

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

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

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

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

the date of receipt of GSNR's determination on the initial protest.

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

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

#### **E. INVOICING**

1. GSNR shall pay invoices within thirty (30) days following receipt of funds, receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. The contract awardee engaged in the services herein described (Contractor) shall submit invoices monthly during project operations.
3. GSNR shall notify Contractor of any invoice adjustments required.
4. Invoices shall contain, at a minimum, GSNR's RFB number, invoice number, remittance address, and itemized services description.
5. GSNR will pay Contractor in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.
6. Prior to making any payment, GSNR may require Contractor to furnish lien releases conforming to the requirements of California Civil Code section 8120, et seq., receipts or other evidence of payment from all persons performing work and supplying material to Contractor.

### **IV. RFB RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION**

#### **A. GSNR CONTACTS**

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

#### **B. SUBMITTAL OF RFB RESPONSE**

1. Late responses will not be accepted.
2. RFB responses must be received at the specified address by 5:00 p.m. on August ~~20~~ 29, 2025. Any RFB response received after that time or date cannot be considered and will be returned.
3. RFB responses are to be addressed/delivered as follows:
  - a. E-mail responses to [gsnr@gsnrnet.org](mailto:gsnr@gsnrnet.org). Electronic submissions must include a signature by an individual authorized to bind the respondent's organization

contractually. An unsigned final proposal may be rejected. Signatures may be scanned copies of wet signatures or digital signatures. Digital signatures created in Adobe software are presumed to comply with this requirement.

- b. Mailed: Golden State Natural Resources  
1215 K Street, Suite 1650  
Sacramento, CA 95814
- c. Hand Delivered: Drop off location may be arranged with the GSNR Project Manager, Jason Hansen, by emailing [jhansen@rcrcnet.org](mailto:jhansen@rcrcnet.org)
- 4. Bidders are to submit one (1) RFB response using the Response Packet at Exhibit A, including all additional required documentation and submittals.
- 5. All costs required for the preparation and submission of an RFB response shall be borne by the Bidder.
- 6. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), GSNR will be entitled to civil remedies set forth in the California False Claim Act.
- 7. Responses shall remain open to acceptance and are irrevocable for a period of 90 days.
- 8. GSNR reserves the right to reject any or all RFB responses.

### **C. RESPONSE FORMAT**

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

### **D. CONFIDENTIALITY**

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

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

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

## **EXHIBIT A - RFB RESPONSE PACKET**

### **GUIDELINES:**

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

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

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

## BIDDER RESPONSE

REQUEST FOR BID 2025-01-GSNR-GF  
for  
GRIZZLY FLAT CULL DECK REMOVAL PROJECT

To: Golden State Natural Resources

From: \_\_\_\_\_  
(Legal name of entity submitting bid)

### Bid Packet Checklist

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

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

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## BIDDER ACCEPTANCE

1. The undersigned declares that all RFB documents, including, without limitation, the RFB, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFB documents of RFB No. 2025-01-GSNR-GF.
3. The undersigned acknowledges acceptance of all addenda related to this RFB.  
List Addenda for this RFB on the line below:

| Addendum # | Date |
|------------|------|
|            |      |
|            |      |
|            |      |

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

Initials: \_\_\_\_\_ Date: \_\_\_\_\_

## BIDDER INFORMATION

Name of Bidder: \_\_\_\_\_

Street Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Webpage: \_\_\_\_\_

Type of Entity / Organizational Structure (check one):

☐ Corporation

☐ Limited Liability Partnership

☐ Joint Venture

☐ Limited Liability Corporation

☐ Non-Profit / Church

☐ Other \_\_\_\_\_

Jurisdiction of Organization Structure: \_\_\_\_\_

Date of Organization Structure: \_\_\_\_\_

Federal Tax Identification Number: \_\_\_\_\_

### Primary Contact Information:

Name and Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Direct email: \_\_\_\_\_

# Proposal Bid Form

Cost shall be submitted on this Bid Form as is. No alternations or changes of any kind on the Proposed Bid Form are permitted; RFB responses that do not comply may be subject to rejection in total. The bid quoted below shall be the cost GSNR will pay for the term of any contract that is the result of this RFB process. Quantities listed herein are an estimated quantity based on GSNR volume estimates and are not to be construed as guarantees. No minimum or maximum are guaranteed or implied.

## Stewardship Work Items

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

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

| Timber location (per map at Exhibit G) | Volume/Quantity, Green Tons (GT) | Bid: \$ per GT | Destination |
|----------------------------------------|----------------------------------|----------------|-------------|
| See Exhibit G, Map 1, Page. 37         | 20,000                           |                |             |
| See Exhibit G, Map 2, Page. 38         | 1,773                            |                |             |

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

Additional detail (use additional sheets if necessary):



## **EXHIBIT B - INSURANCE REQUIREMENTS**

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

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

### **INDEMNIFICATION AND INSURANCE**

#### **Indemnification**

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

#### **Insurance Requirements**

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

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

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

#### **Workers Compensation Insurance**

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

Workers Compensation Insurance must be in amounts not less than:

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

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

#### **Commercial General Liability Insurance**

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

insurance coverages.

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

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

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

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

## **EXHIBIT C - GENERAL REQUIREMENTS**

### **1. DEFINITIONS**

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

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

### **2. CONTRACTOR’S FINANCIAL OBLIGATION**

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

### **3. MATERIAL AND WORKMANSHIP**

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

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

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

#### **4. DEFECTIVE WORK**

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

#### **5. SAFETY AND ACCIDENT PREVENTION**

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

#### **6. CHARACTER OF WORKFORCE**

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

#### **7. EMPLOYMENT OF APPRENTICES**

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

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

#### **8. CHANGES**

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

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

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

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

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

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

## **9. EFFECT OF EXTENSIONS OF TIME**

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

## **10. DELAYS**

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

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

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

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

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

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

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

## **11. TERMINATION**

### **Termination by GSNR for Cause**

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

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

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

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

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

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

#### Termination by GSNR for Convenience

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

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

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

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

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

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

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



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

## **12. DAMAGES**

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

## **13. ORDER OF PRECEDENCE**

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

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

## **14. INDEMNIFICATION/RESPONSIBILITY**

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

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

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

This indemnification shall survive termination or expiration of the Contract.

## **15. PROHIBITION OF ASSIGNMENT**

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

## **16. NEWS RELEASES**

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

## **17. TRANSFER OF INTEREST**

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

## **18. SEVERABILITY**

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

## **19. COVENANT AGAINST GRATUITIES**

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

## **20. RIGHTS AND REMEDIES OF GSNR**

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

## **21. WAIVER OF RIGHTS**

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

## **22. CONFIDENTIAL INFORMATION**

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

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

## EXHIBIT D - TIMBER REMOVAL SPECIFICATIONS

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

### **F10 - Roads.**

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

| Road | From                                                             | To                                                                                      | Miles |
|------|------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-------|
| 9N45 | Between Private Property Boundaries on Western Section of Unit 1 | East of Leoni Meadows Property to intersection of road 9N57 (Eastern Section of Unit 1) | 2.76  |
| 9N57 | Intersection of road 9N45                                        | Grizzly Caldor Road (9N30)                                                              | 1.7   |
| 9N37 | Intersection of road 9N57                                        | Grizzly Caldor Road                                                                     | .61   |

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

### **F14 – Title Passage.**

All right, title, and interest in and to any included timber shall remain with the Forest Service until it has been removed from the Stewardship Project Boundary, scaled, and paid for, at which time title shall then vest with the Contractor. Title to any included timber that has been measured and paid for, but not removed from the Stewardship Area by the Contractor, on or after the termination date shall remain with the Forest Service.

### **F15 – Liability**

Contractor shall hold right, title, and interest in and to any included timber upon removal of from the Stewardship Project Area and shall bear the timber value loss resulting from such destruction or damage.

In the event Included Timber to which the Forest Service holds title is destroyed, neither GSNR nor the Forest Service shall be obligated to supply or pay for other timber in lieu of that destroyed.

## EXHIBIT E - GUIDELINES FOR OPERATIONS

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

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

*Example:*

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

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

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

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

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

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

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

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

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

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

**Load Weight.** By agreement with the Eldorado National Forest Supervisor and Contracting Officer, GSNR may accept 25 GT per load as a weight scale proxy on a load count basis.

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

## EXHIBIT F - ROAD MAINTENANCE T-SPECIFICATIONS

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

### DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

800-1.19 - Slide. A concentrated deposit of materials from above or on backslope extending onto the traveled way or shoulders, whether caused by mass land movements or accumulated raveling.

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

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

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

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

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

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

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



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

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

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

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

## **SPECIFICATION T-803 SURFACE BLADING**

### **DESCRIPTION**

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

### **REQUIREMENTS**

3.1 Surface blading shall be performed before, during, and after Partner's use as often as necessary to facilitate traffic and proper drainage.

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

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

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

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

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

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

two riding surfaces.

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

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

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

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

### 803.01 Description

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

### 803.02 Maintenance Requirements

- (1) Erect signs required by the Sign Plan in the SUPPLEMENTAL SPECIFICATIONS.
- (2) Perform work in a manner to preserve and protect roads and appurtenances, and prevent erosion damage to roads, streams, and other Forest values.
- (3) Do not undercut banks. Do not blade gravel or other surfacing material off the road.
- (4) Keep roadbed drainage ditches, drain dips, and culverts functional when needed during operations and upon completion of operations.
- (5) Control snow removal to identify the usable traveled way having roadbed support. Reshape over-width plowing as necessary to define the usable width.
- (6) Space, construct, and maintain drainage holes in the dike of snow or berm caused by snow removal operations. Place drain holes to obtain surface drainage without discharging on erodible fills.
- (7) Close roads to wheeled vehicles at times and in the manner specified in C(T)5.12 or the Road Rules document.
- (8) Upon seasonal completion of Purchaser's Operations, effectively block the road by a snow barricade, unless otherwise approved by the Contracting Officer.
- (9) Remove snow for either public access or project use as established in the SUPPLEMENTAL SPECIFICATIONS and meet the following requirements:
  - (a) Removal for Public Access (Method JU) - Remove snow from all of the traveled way, including turnouts, for safe and efficient use for both timber transportation and the public. Remove intruding windfalls, debris, or slough and slide material for the full width of the traveled way and deposit out of drainage's at locations designated by the Contracting Officer.
  - (b) Removal for Project Use (Method TS) - Remove snow from all or part of the traveled way, including sufficient turnouts for safe and efficient use for timber transportation and to protect the road. Remove intruding windfalls, debris or slough and slide material and dispose of only as necessary to provide passage for timber transportation. Removed materials may be deposited off the traveled way or outside the traveled way at locations designated by the Contracting Officer.

- (10) When directed by the Contracting Officer, replace in kind, within sixty (60) days after the start of Normal Operating Season, any surfacing material which has been bladed off the road, unless otherwise agreed. Contracting Officer will notify Purchaser in writing as to the cubic yard equivalent of bladed off material by the start of the normal operating season.

#### 803.03 Equipment

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

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

#### 803.04 Ice Control

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

## **SPECIFICATION T-806 DUST ABATEMENT**

### DESCRIPTION

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

### MATERIALS

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

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

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

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

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

## REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

- Method 4. Develop a layer of loose Material approximately 2 inches in depth for the full width of Traveled Way. Apply half the dust abatement Material to the loose Material. Blade the top 2 inches into a windrow along the Shoulder. Apply the remaining dust abatement Material to Traveled Way and the Berm. Spread the Berm evenly across Traveled Way and compact.

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

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

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

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

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

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

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

## **SPECIFICATION T-807 ROADWAY VEGETATION**

### **DESCRIPTION**

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

### **REQUIREMENTS**

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

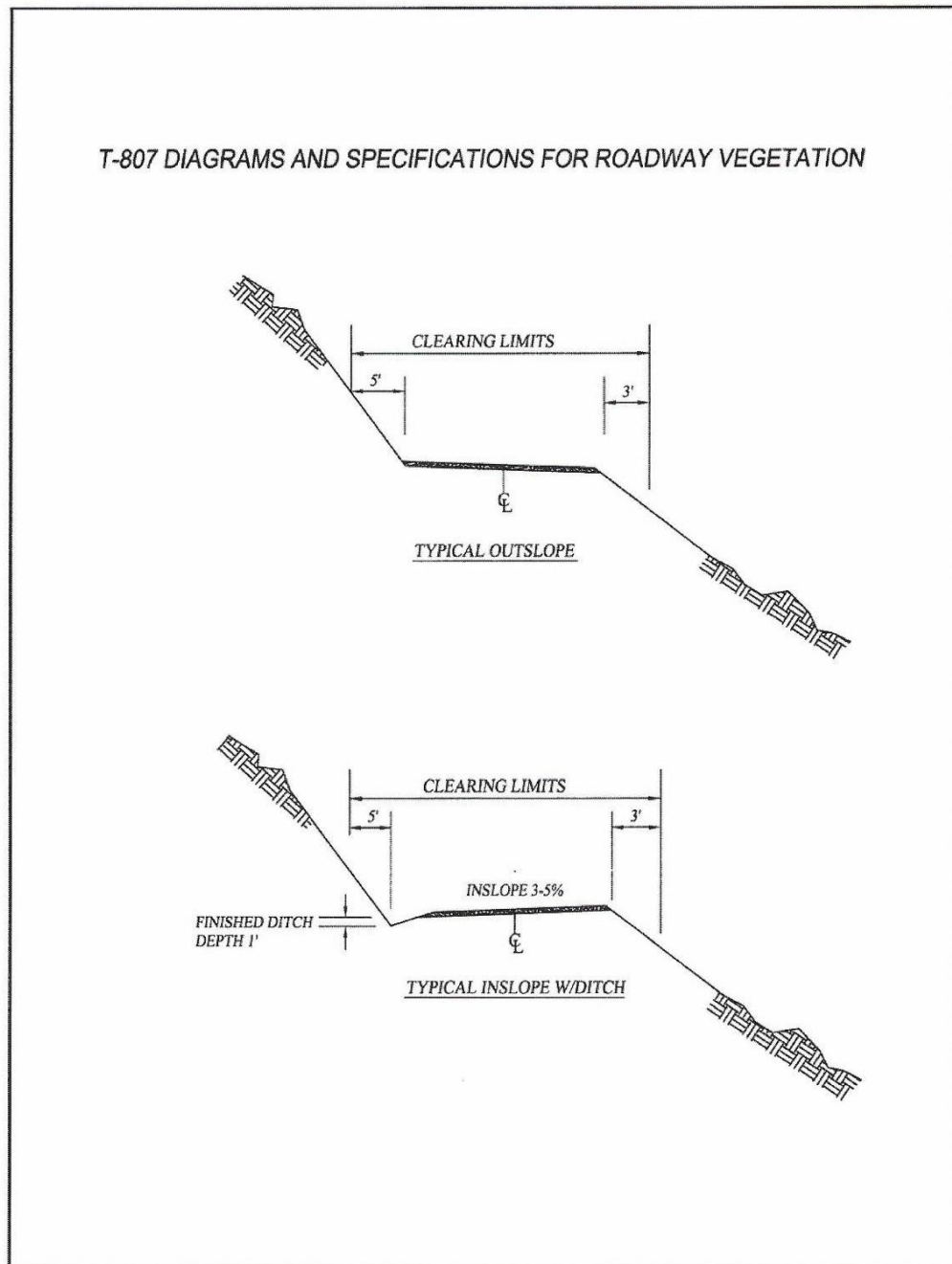
3.2 Any items to remain will be Designated by the Forest Service.

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

3.4 Work may be performed either by hand or mechanically unless specifically shown in the

Road Maintenance Plan. Self-propelled equipment is not allowed on cut and fill slopes or in ditches.

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



## **SPECIFICATON T-809 WATERBARS**

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

### **REQUIREMENTS**

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

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

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

## **EXHIBIT G – MAP**

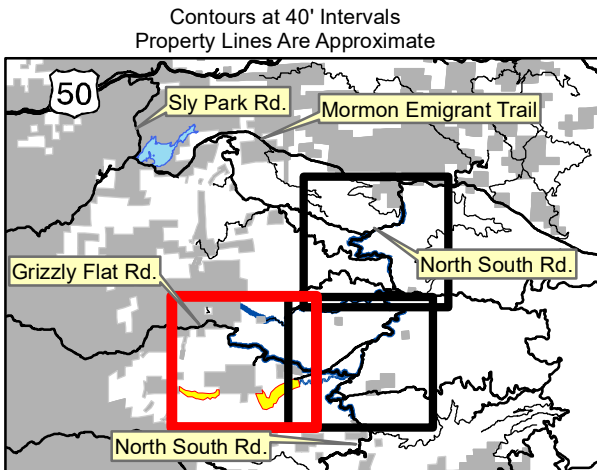
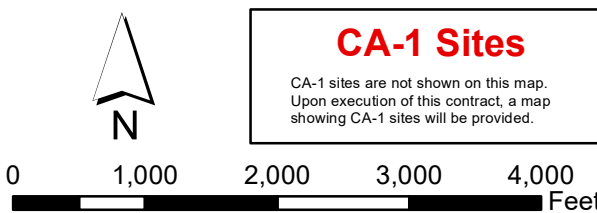
The attached sale map is a georeferenced PDF and may be opened in apps such as Avenza®.



Golden State Natural Resources  
Stewardship Agreement Map  
Placerville Ranger District  
Eldorado National Forest

Page 3 of 3

- # Unit 1
- # Unit 2
- Deck Location
- Site Specific Protection Measures, Cultural, No Ground Disturbance
- Site Specific Protection Measures, Cultural Linear Feature
- Site Specific Protection Measures, Botany Invasive
- Site Specific Protection Measures, Botany Sensitive
- Site Specific Protection Measures, Lava Cap, Virtual Boundary, Not Flagged on Ground
- Protection Measures for Animals, LOP: February 15 to September 15
- Protection Measures for Aquatics, LOP: \*\*\*See Special Note
- Protection of Improvements, Recreation Sites
- Protection of Improvements, Fences
- Protection of Improvements, Gates
- Protection of Improvements, Motorized Trail
- Streamcourse Buffers, 100 feet on either side unless otherwise designated on ground  
\*\*\*See Special Note
- Streamcourse Buffers, 25 feet on either side unless otherwise designated on ground  
\*\*\*See Special Note
- Protection of Improvements, Waterhole
- Protection of Land Survey Monuments
- Other Ownership

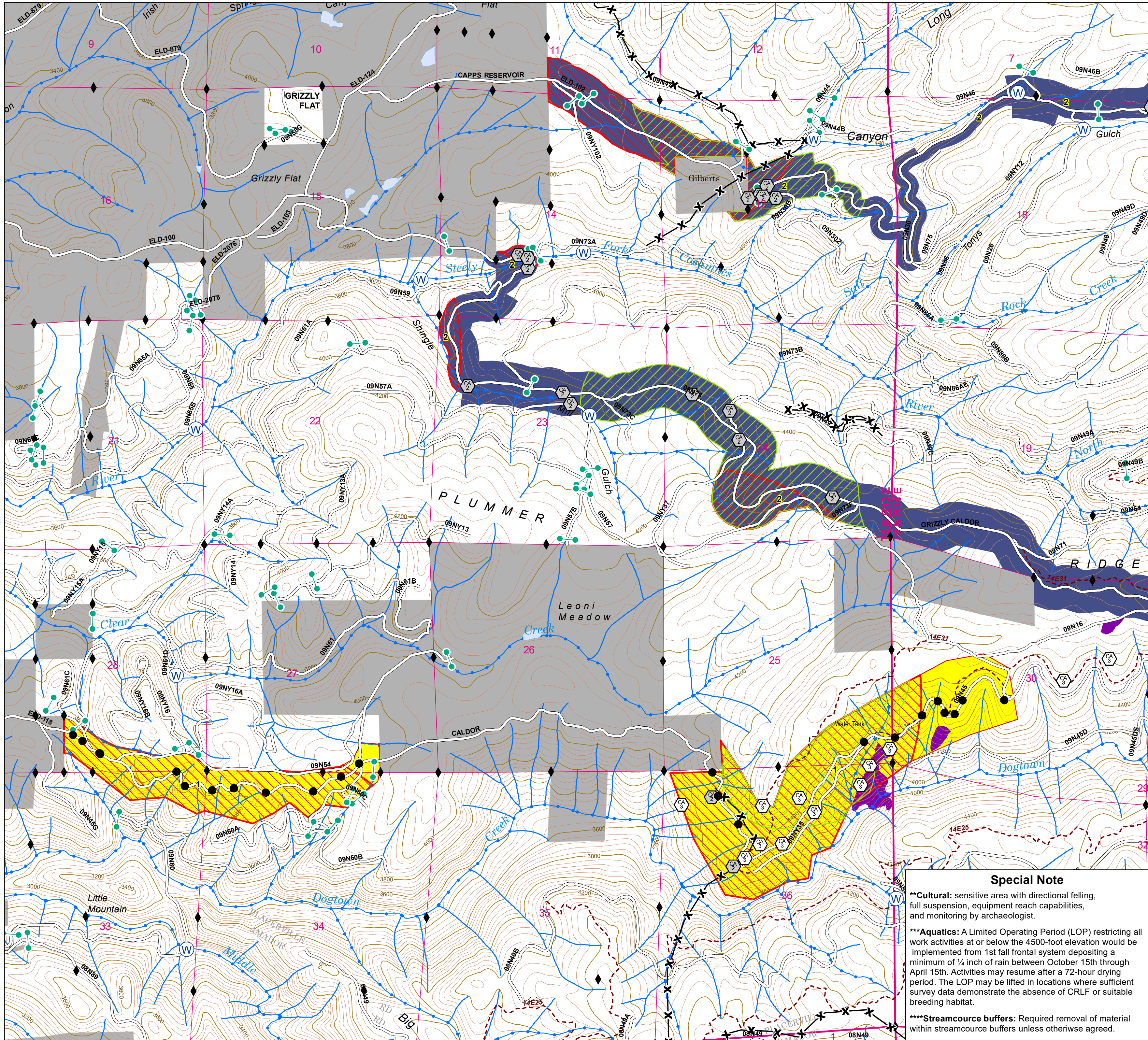


Special Note

**\*\*Cultural:** sensitive area with directional felling, full suspension, equipment reach capabilities, and monitoring by archaeologist.

**\*\*\*Aquatics:** A Limited Operating Period (LOP) restricting all work activities at or below the 4500-foot elevation would be implemented from 1st fall frontal system depositing a minimum of ¼ inch of rain between October 15th through April 15th. Activities may resume after a 72-hour drying period. The LOP may be lifted in locations where sufficient survey data demonstrate the absence of CRLF or suitable breeding habitat.

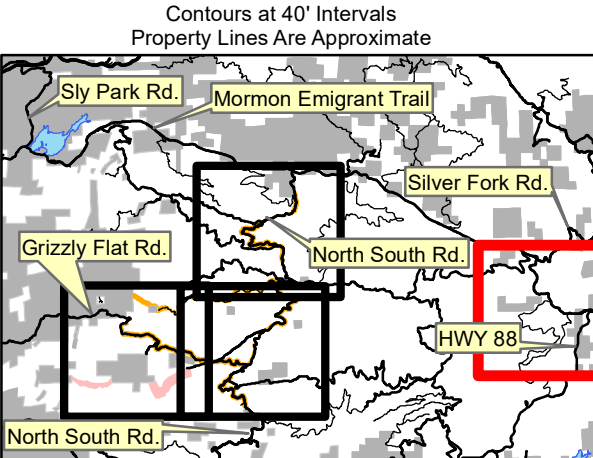
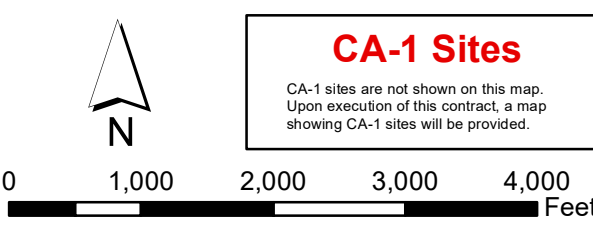
**\*\*\*\*Streamcourse buffers:** Required removal of material within streamcourse buffers unless otherwise agreed.





Golden State Natural Resources  
Stewardship Agreement Map  
Placerville Ranger District  
Eldorado National Forest

- Unit 1
- Unit 2
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- Site Specific Protection Measures, Lava Cap, Virtual Boundary, Not Flagged on Ground
- Protection Measures for Animals, LOP: February 15 to September 15
- Protection Measures for Animals, LOP: March 1 to August 31
- Protection Measures for Aquatics, LOP: \*\*\*See Special Note
- Protection of Improvements, Recreation Sites
- Protection of Improvements, Fences
- Protection of Improvements, Gates
- Protection of Improvements, Motorized Trail
- Streamcourse Buffers, 100 feet on either side unless otherwise designated on ground \*\*\*\*See Special Note
- Streamcourse Buffers, 25 feet on either side unless otherwise designated on ground \*\*\*\*See Special Note
- Protection of Improvements, Waterhole
- Protection of Land Survey Monuments
- Other Ownership

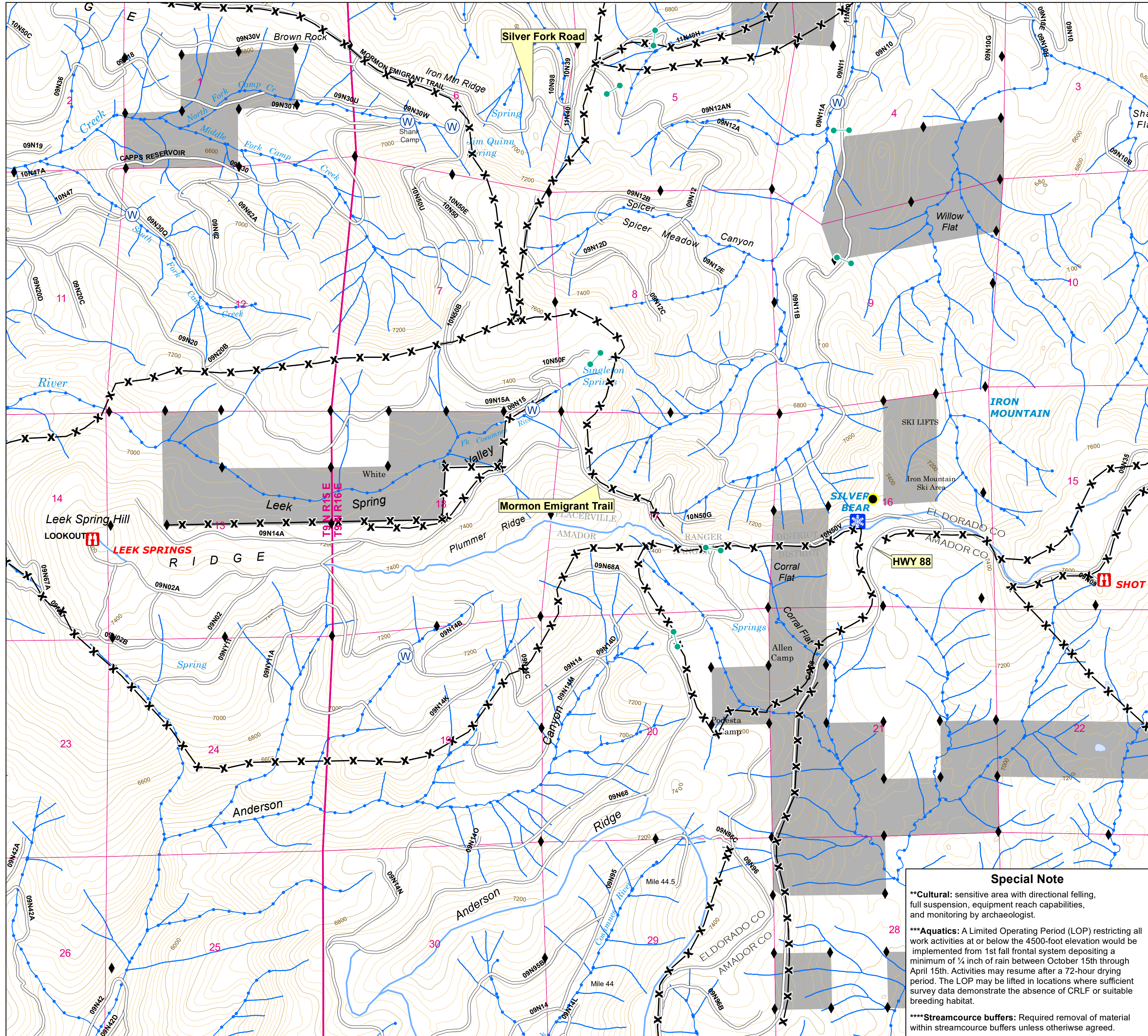


**Special Note**

**\*\*Cultural:** sensitive area with directional felling, full suspension, equipment reach capabilities, and monitoring by archaeologist.

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**\*\*\*\*Streamcourse buffers:** Required removal of material within streamcourse buffers unless otherwise agreed.





## **APPENDIX A - STEWARDSHIP AGREEMENT**



FS Agreement No. 24-SA-11052000-056

Cooperator Agreement No. \_\_\_\_\_

**STEWARDSHIP AGREEMENT**  
**Between**  
**GOLDEN STATE NATURAL RESOURCES, INC.**  
**And**  
**USDA, FOREST SERVICE**  
**PACIFIC SOUTHWEST REGION (5)**

This Stewardship Agreement is hereby made and entered into by and between Golden State Natural Resources, Inc., hereinafter referred to as “GSNR,” and the United States Department of Agriculture (USDA), Forest Service, Pacific Southwest Region (5), hereinafter referred to as the “Forest Service,” under the authority and provisions of the Agricultural Act of 2014, Pub. L. 113-79, Sec. 8205.

**Background:** In 2003 Congress authorized the Forest Service and the Bureau of Land Management to enter into stewardship contracts and agreements “to achieve land management goals for the national forests that meet local and rural community needs.” The primary focus of this legislation is to achieve land management goals through stewardship projects awarded under contracts or agreements. Unique to the legislation is the ability to exchange goods for services that meet the land management objectives.

The area addressed in this Stewardship Agreement is known as the Pilot Biomass Transport Project. This Agreement may be modified to incorporate additional project locations that may include different forests, all within the borders of the state of California. This area includes an un-estimated number of acres to be treated during the term of this Stewardship Agreement.

The Assistance Listing Number (ALN) for this project is 10.717, denoting a Bipartisan Infrastructure Law-funded project to support efforts in establishing resilient landscapes for future climate conditions.

This agreement establishes a pilot program to address the high cost of transporting otherwise unmerchantable materials resulting from forest management activities from forest locations to productive end-users. At this time, the pilot program will focus on transporting materials (biomass and/or roundwood) that have previously been felled by other parties and are uneconomical to transport to end-users (e.g., unmerchantable material piled and decked in the forest during prior stewardship activities or timber sales). This initial pilot program will not include any cutting or harvesting of biomass or wood products.

Removal and disposal of previously felled material piled or otherwise remaining on forest lands achieves Forest Service land management objectives by reducing potential fire risk within the forest, and eliminating material that would otherwise release carbon dioxide and methane as it



decays. Material piles also act as an impediment to other beneficial activities (e.g., recreation and resource activities), which would be alleviated by the stewardship activities provided for under this agreement.

Title: Regional Fuels Reduction and Restoration Projects

## **I. PURPOSE:**

The purpose of this Stewardship Agreement is to document the cooperative effort between the parties for landscape restoration activities within the Pilot Biomass Transport Project, and other locations within Region 5 that may be incorporated by Modification, in accordance with the following provisions and the hereby incorporated Appendices.

|            |                                         |
|------------|-----------------------------------------|
| Appendix A | Definitions                             |
| Appendix B | Technical Proposal                      |
| Appendix C | Map of Stewardship Project Area         |
| Appendix D | Financial Plan                          |
| Appendix E | Schedule of Items and Specifications    |
| Appendix F | Material/Product Removal Specifications |
| Appendix G | Guidelines for Operations               |

## **II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The Forest Service is a land management agency dedicated to the wise use and management of National Forest System (NFS) lands, including the responsibility for maintaining and improving resource conditions.

GSNR's mission is to protect and enhance the quality of life in California's rural communities through a broad range of environmental stewardship activities that promote healthy, resilient forests and ecosystems. In coordination with the USFS, GSNR intends to facilitate forest health projects that increase the pace and scale of wildfire risk reduction activities while supporting underserved communities through the utilization of forest products. GSNR is also interested in providing additional capacity to the USFS to further forest restoration efforts. These missions clearly describe mutual benefits and interests.

For purposes of this Residual Materials Solutions Pilot program (RMSP) and this fuels reduction project, GSNR will work in coordination with the Forest Service to identify existing mismatches between available woody biomass materials from forest health and commercial timber removal projects and existing industry participants that can utilize the material. Because this removal-by-transport phase of fuels reduction is specifically focused on providing transportation assistance to existing industry users, GSNR's role in facilitating this Program will be limited to facilitating existing, previously felled woody biomass material to existing industry participants and will not directly involve the initial Key Activities of a timber sale preparation process. Such activities will generally include contracting, either directly or through existing industry participant end-users, for transportation service work with local parties interested in performing these work items. It is the intent of GSNR to honor and foster existing, local collaborative efforts and



relationships in the region where the forest health and commercial timber removal projects occur. GSNR also intends to select end-users and transportation contractors that understand the overall goals of the projects and provide best value, based on past performance and the proven ability to achieve project objectives.

GSNR will work in coordination with the Forest Service to identify priority projects in areas where there is inadequate infrastructure to areas with additional capacity and need to utilize the woody biomass materials. GSNR in coordination with the Forest Service will operate the RMSP in recognition that some forests are assets, and some are liabilities throughout the Region, and GSNR will endeavor to proactively manage activities in both in a manner that optimizes value and reduces risk. The end goal and mutually beneficial interests of the Forest Service and GSNR to remove vegetation to promote healthy forests, reduce fire hazards, and achieve land management objectives is to implement strategies identified by stakeholders throughout the Wildfire Crisis Strategy roundtables. The type of work that needs to occur will be matched with existing industry participants that can make use of the material, increase public acceptance for the need to increase pace and scale of forest restoration work and, ideally, decrease costs associated with these forest health projects and woody biomass material utilization. In addition to potentially lowering costs associated with procuring and transporting hazardous fuels, it is expected there are additional cost avoidance benefits related to the fire and health risks associated with open pile burning of hazardous fuels.

Mission accomplishment for both parties will be furthered by the restoration of natural resources across the landscape.

All projects conceived under this Stewardship Agreement will undergo a collaborative process to determine specific habitat improvements. The collaborative process will ensure that the benefits of undertaking restoration activities are mutually beneficial to GSNR and the Forest Service as well as being beneficial to a wide diversity of interests involved in collaboration.

Both parties share an interest in improving the ecosystem condition and function of the landscape. A healthy landscape provides a variety of benefits beyond the needs of a single species, and therefore benefits both parties.

It is therefore mutually beneficial for the parties to work together to implement these landscape restoration and enhancement projects.

In consideration of the above premises, the parties agree as follows:

### **III. THE PARTNER SHALL:**

- A. LEGAL AUTHORITY. GSNR shall have the legal authority to enter into this Stewardship Agreement, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project, which includes funds sufficient to pay the non-Federal share of project costs, when applicable.



- B. TECHNICAL PROPOSAL. In coordination with the Forest Service, prepare and submit for review a Technical Proposal, which will be attached as Appendix B when finalized. This Technical Proposal must address agreed upon land management activities within in the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal must abide by all laws and regulations pertaining to the management and protection of National Forest System (NFS) lands and adhere to the National Environmental Policy Act (NEPA) document and all mitigation identified therein. The Technical Proposal will be used to make an evaluation and arrive at a determination as to whether the proposal will meet the requirements of the Forest Service. Therefore, the Technical Proposal must present sufficient information to reflect a thorough understanding of the requirements and a detailed description of the techniques, procedures, and program for achieving the objectives of the specifications/statement of work. Technical Proposals will be evaluated on the basis of the following criteria. As a minimum, the Technical Proposal must clearly provide the following:

1. A plan of operations for both timber harvest and stewardship project work. Include a timeline and the rationale for the work activities identified to ensure activities will be completed by the expiration date of the agreement.
2. Quality control plan for both the harvesting and stewardship projects.

The approved Technical Proposal will become part of this agreement without necessity of a formal modification.

- C. BILLING. Bill the Forest Service for costs incurred on the project. *See related Provision IV. I. Advance/Reimbursable Payment.*
- D. Pursuant to an approved technical proposal or amendment, GSNR may undertake the following activities to remove and transport previously felled and otherwise unmerchantable materials from Forest Service lands:
- GSNR will collaborate with Forest Service staff to identify accumulations of previously felled or harvested forest materials (e.g., biomass and/or sawlogs) on Forest Service lands that are the highest priority to remove for forest health improvement and to otherwise achieve the Forest Service's land management objectives.
  - GSNR staff will solicit potential end-users for this material (e.g., biomass power facilities, sawmills, biochar producers, etc.), who would purchase the material if made available at market rates.
  - If feasible, GSNR will verify the applicable market rate for the material in the end-user's area by obtaining no less than three quotations, to ensure best value. It is anticipated that any appraisal of material value by the Forest Service under this agreement will typically be guided by the price offered by the end-user and any price quotations obtained as provided in this paragraph.



- Once an interested end-user has been identified for the high-priority material, and the market rate has been established, GSNR will enter into a contract with the end-user for the purchase of the material at the market rate.
- The purchase contract may provide for GSNR to remove and deliver the material to the end-user, or for the end-user to remove and deliver the material themselves. (These activities may include chipping or similar processing of the material ancillary to transportation.) In either case, the market price of the material will offset the removal and delivery costs billed under this agreement.
- If removal and delivery work is further subcontracted, either by GSNR or the end-user, those services will be competitively procured (no less than three quotations) if feasible to ensure best value. It is the intent of this agreement that any contract requirements or procurement requirements applicable to work under this agreement shall be implemented in the subcontracts awarded by GSNR or the end-user under this paragraph. All work will be performed in accordance with the specifications set forth in this agreement and the approved technical proposal.
- The net costs for removal and delivery of the material, consisting of the removal and delivery costs, including GSNR's approved direct and indirect costs for administering the program, less the market rate paid by the end-user, will be billed to the Forest Service in accordance with Section IV. I. and the approved technical proposal.

#### IV. THE FOREST SERVICE SHALL:

- A. Have the Regional Forester or authorized designee approve all stewardship project proposals.
- B. Inform GSNR of any changes in stewardship policy, law and regulations.
- C. Recognize GSNR's contribution, in a manner acceptable to both parties, in news releases, interpretive signs, photographs, or other media as appropriate.
- D. SERVICE WORK. In coordination with GSNR, complete a Schedule of Items and Specifications, Appendix E.
- E. TIMBER REMOVAL. Coordinate with GSNR to provide a completed Appendix F, Timber Removal Specifications, when forest products are exchanged for services. This Appendix may include:
  - 1. Location of Stewardship Project Area.
  - 2. Volume estimates and Utilization Standards.
  - 3. Timber Designations, i.e. timber marking, silvicultural prescriptions or unit boundaries.
  - 4. Timber Payment rates.
  - 5. Stump height.





6. Specified and temporary roads.
  7. Measurement instructions (scaled or pre-measurement).
  8. Advance payment requirements.
- F. TECHNICAL PROPOSAL REVIEW. Review the Technical Proposal and work with GSNR to make any necessary changes. *See related Provision III-B.*
- G. MATERIAL SPECIFICATIONS. Coordinate with GSNR to provide a completed Appendix F, Material Specifications, when forest products are exchanged for services. This Appendix may include:
1. Location of Stewardship Project Area.
  2. Volume estimates.
  3. Payment rates.
  4. Advance payment requirements.
- H. TECHNICAL PROPOSAL EVALUATION. Evaluate the Technical Proposal on technical and cost evaluation criteria, such as, but not limited to:
1. Removal of material that is highest priority for forest management.
  2. Productive end-use of material that supports continued viability of biomass and wood products industry.
  3. Obtaining best value with respect to the amounts paid by end-users for removed material and the costs for removal and transportation.
  4. Quality Control.
  5. Utilization of Local Work Force where feasible
- I. ADVANCE/REIMBURSABLE PAYMENT. Advance and reimbursable payments are approved under this SPA. The Forest Service shall reimburse GSNR for the Forest Service's share of actual expenses incurred, not to exceed **\$3,355,735.00** as shown in the Financial Plan. If requested by GSNR, the Forest Service shall make an advance payment to GSNR for estimated costs for up to 90 days of expenditures. The advance payment will be made upon receipt of an advance payment request from GSNR. The advance payment request must include the anticipated expenses for the advance payment period, itemized by the cost categories of the approved financial plan attached to this agreement. The total advance payment request must not exceed the Forest Service's share of anticipated expenses as identified on the financial plan. If GSNR receives an advance payment and subsequently requests an advance or reimbursement payment, then the subsequent request must clearly demonstrate that the previously advanced funds have been fully expended before the Forest Service can approve the request for payment. Federal advance payments must be deposited into interest-bearing accounts, GSNR may be required to refund earned interest, see provision IV. J. Earned Interest- Advance Payment.

The advance payment request must include, at a minimum:

1. GSNR's name, address, and telephone number.



2. Forest Service agreement number.
3. Statement that the request is for “Advance” payment.
4. Request Invoice date and number if applicable.
5. Performance dates of the work to be completed (start & end).
6. Total amount requested for the advance billing period, itemized by the cost categories of the approved financial plan attached to this agreement (salary, supplies, travel, etc.)
7. Total amount of previous advance payments received.

GSNR must clearly demonstrate that all advanced funds have been fully liquidated (invoice showing expended funds and/or unused funds returned) by: 1) submitting an SF-270 with an accompanying list of expended funds itemized by the cost categories authorized on the respective advance payment request, 2) submission of the required expenditure information in the GSNR’s specific format. Any funds advanced, but not expended, must be returned within 30 days to the Forest Service following the end of the period of performance of this 90-day advance.

The advance payment invoices showing liquidation must include, at a minimum:

1. GSNR’s name, address, and telephone number.
2. Forest Service agreement number.
3. Statement that the request is for “Liquidation of Advance” payment.
4. Invoice date and include the number used for the advance.
5. Performance dates of the work to be completed (start & end).
6. Total amount expended for the advance billing period, itemized by the cost categories of the approved financial plan attached to this agreement (salary, supplies, travel, etc.)
7. Total amount of previous advance payments received.
8. If unused funds need to be returned, attach a note to the invoice that includes a point of contact to receive a Bill for Collection (BFC). A BFC can be sent electronically, it has instructions on the process to return funds.

The advance payment request, applicable invoices and/or returned funds must be forwarded to:

EMAIL: [SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV)

FAX: 877-687-4894

POSTAL: USDA Forest Service

Budget and Finance

Grants and Agreements

4000 Masthead St. NE

Albuquerque, NM 87109

Send a copy to: Marc Young at [Marc.Young@usda.gov](mailto:Marc.Young@usda.gov)



J. EARNED INTEREST-ADVANCE PAYMENT.

The non-Federal entity must maintain advance payments of Federal awards in interest-bearing accounts, unless the following apply:

1. The non-Federal entity receives less than \$250,000 in Federal awards per year.
2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
4. A foreign government or banking system prohibits or precludes interest-bearing accounts.

Interest earned on Federal advance payments in amounts up to \$500 per year, may be retained by the non-Federal entity for administrative expenses. Any additional interest earned exceeding \$500 per year, on Federal advance payments must be deposited into interest-bearing accounts. This additional earned interest must be remitted annually to the U.S. Department of Health and Human Services (HHS), Payment Management Services (PMS) through an electronic medium, using either Domestic Automated Clearing House (ACH) Returns (Direct Deposit) or a FedWire Funds Service payment. If you have questions about sending a refund, a refund that has been sent via ACH, or FedWire, you may email them at [PMSCollections@psc.hhs.gov](mailto:PMSCollections@psc.hhs.gov). Additional information is available on their website (<https://pms.psc.gov/grant-recipients/returning-funds-interest.html>).

K. The Forest Service will undertake the following activities to facilitate removal and transportation of previously felled and otherwise unmerchantable materials from Forest Service lands by GSNR:

- Collaborate with GSNR to identify accumulations of previously felled or harvested forest materials (e.g., biomass and/or sawlogs) on Forest Service lands that are the highest priority to remove for forest health improvement and to otherwise achieve the Forest Service's land management objectives.
- Provide any prescriptions, maps, and other technical criteria for the removal and transportation activities, where applicable.
- Assist GSNR in developing amendments to the Technical Proposal, Financial Plan, and other appendices to this agreement once an interested end-user has been identified.
- Promptly review and approve the above-described amendments, including performing best approach and best value review in accordance with this agreement.
- Provide copies of NEPA documentation covering the removal and transportation activities, if applicable.



- Promptly make advance payment or reimbursement, as requested, upon receipt of an invoice from GSNR in accordance with this agreement.

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:**

- A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Stewardship Agreement.

**Principal Partner Contacts:**

|                                                                                                                                  |                                                                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|
| Patrick Blacklock<br>1215 K Street, Suite 1650<br>Sacramento, CA 95814<br>Phone: (916) 447-4806<br>Email: PBlacklock@rcrcnet.org | Terrance Rodgers<br>1215 K Street, Suite 1650<br>Sacramento, CA 95814<br>Phone: (916) 447-4806<br>Email: TRodgers@rcrcnet.org |
| <i>Title/Role/Responsibility:</i> GSNR President – Project Oversight                                                             | <i>Title/Role/Responsibility:</i> Economic Development Officer – Project Implementation                                       |
| Anthony Rahill<br>1215 K Street, Suite 1650<br>Sacramento, CA 95814<br>Phone: (916) 447-4806<br>Email: ARahill@rcrcnet.org       |                                                                                                                               |
| <i>Title/Role/Responsibility:</i> Director of Data Management – Project Administration                                           |                                                                                                                               |

**Principal U.S. Forest Service Contacts:**

|                                                                                                                                                       |                                                                                                                                          |
|-------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Kevin Roehrs<br>Pacific Southwest Region 5<br>100 Forni Road<br>Placerville, CA 95667<br>Cell: (530) 957-3027<br>Email: Kevin.Roehrs@usda.gov         | Marc Young<br>Eldorado National Forest<br>100 Forni Road<br>Placerville, CA 95667<br>Phone: (530) 499-0736<br>Email: Marc.Young@usda.gov |
| <i>Title/Role/Responsibility:</i> Regional Sale Prep Program Manager – Program Administration                                                         | <i>Title/Role/Responsibility:</i> Forest Timber Management Officer – Eldorado Projects                                                   |
| Brad Seaberg<br>Pacific Southwest Region 5<br>631 Coyote Street<br>Nevada City, CA 95959<br>Phone: (530) 478-6245<br>Email: Bradford.Seaberg@usda.gov | Deb MacLean<br>Pacific Southwest Region 5<br>Regional Office<br>Phone: (458) 257-7161<br>Email: Debra.MacLean@usda.gov                   |
| <i>Title/Role/Responsibility:</i> Regional Sale Administrator Program Leader – Program Administration                                                 | <i>Title/Role/Responsibility:</i> Supervisory Grants Management Specialist – Agreement Technical Administration                          |



- B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued in the Consolidated Appropriations Act, 2016, P.L. No. 114-113, Division E, Title VII, General Provisions Section 745 and 746 respectively regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement GSNR acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If GSNR fails to comply with these provisions, the Forest Service will annul this agreement and may recover any funds GSNR has expended in violation of sections 433 and 434.
- C. AVAILABILITY FOR CONSULTATION. Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this Stewardship Agreement and agree to actions essential to fulfill its purposes.
- D. ANNUAL MEETING. At a minimum, the parties will meet annually to discuss potential stewardship projects and jointly review the active stewardship project proposal list.
- E. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS). The parties will comply with the Forest Service's environmental management system (EMS) which is a systematic approach to improving environmental performance by identifying activities and environmental impacts that occur on National forest system (NFS) lands. The Forest Service will provide GSNR with details for compliance.
- F. NEPA COMPLIANCE. The Forest Service will assure that this Stewardship Agreement incorporates necessary design criteria and standards for operation to comply with the NEPA document. GSNR will work with the Forest Service to comply with these terms on the ground.
- G. ACCEPTANCE OF COMPLETED WORK. No less than monthly, GSNR will notify the Forest Service of any completed work that is ready for inspection. The Forest Service may accept all, or a reasonable portion of any specific activity.
- H. CREDIT FOR SERVICE WORK. Stewardship credits will be established for the number of service units (on the Schedule of Items) of each activity that has been completed and accepted by the Forest Service. Stewardship credits will not be earned for work that is in progress that has not been accepted by the Forest Service. GSNR's costs, excluding project



development costs, attributable to service work will be incorporated into the Schedule of Items unit rate.

- I. EARNED STEWARDSHIP CREDITS. Earned stewardship credits are exchanged for forest products received by GSNR at the value designated in the Stewardship Agreement Financial Plan, Appendix D. Earned stewardship credits may also be funded with federal funds which will be obligated and reimbursed through NRM.
- J. ELECTRONIC TRACKING SYSTEM. An Integrated Resource Statement of Account (IRSA) which is an Automated Timber Sales Statement of Account (TSSA) and Progress Reports of Stewardship Credits and Payments (PRSP/PRSC) will be used as a tracking system for payments, stewardship credits, cash deposits and work progress. The Forest Service project contacts identified in Provision V-A is responsible for communicating on-the-ground accomplishments to Forest Service resource staff for input into the IRSA
- K. MONTHLY REPORTING. When the project is active, the Forest Service will enter the value of the completed and accepted work into the Automated Timber Sale Accounting system (ATSA) monthly and provide GSNR with a copy of the Statement of Account.
- L. INDIRECT COST RATES- PARTNERSHIP. Indirect costs are approved for reimbursement or as a cost-share requirement and have an effective period applicable to the term of this agreement.
  - 1. If the Cooperator has never received or does not currently have a negotiated indirect cost rate, they are eligible for a de minimis indirect cost rate up to 10 percent of modified total direct costs (MTDC). MTDC is defined as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award).
  - 2. For rates greater than 10 percent and less than 25 percent, the Cooperator shall maintain documentation to support the rate. Documentation may include, but is not limited to, accounting records, audit results, cost allocation plan, letter of indirect cost rate approval from an independent accounting firm, or other Federal agency approved rate notice applicable to agreements.
  - 3. For a rate greater than 25 percent, the U.S. Forest Service may require that the Cooperator request a federally approved rate from the Cooperator's cognizant audit agency no later than 3 months after the effective date of the agreement. The Cooperator will be reimbursed for indirect costs or allowed to cost-share at the rate reflected in the agreement until the rate is formalized in the negotiated indirect cost rate (NICRA) at which time, reimbursements for prior indirect costs or cost-sharing may be subject to adjustment.
  - 4. Failure to provide adequate documentation supporting the indirect cost rate, if requested, could result in disallowed costs and repayment to the U.S. Forest Service.





M. OVERPAYMENT. Any funds paid to GSNR in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the Federal Government. The following must also be considered as a debt or debts owed by GSNR to the Forest Service:

- Any interest or other investment income earned on advances of agreement funds; or
- Any royalties or other special classes of program income which, under the provisions of the agreement are required to be returned.

If this debt is not paid according to the terms of the bill for collection issued for the overpayment, the Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to GSNR.
3. Taking other action permitted by statute (31 U.S.C. 3716 and 7 CFR, Part 3, Subpart B).

Except as otherwise provided by law, the Forest Service may charge interest on an overdue debt.

N. MINIMUM WAGE AND PAID SICK LEAVE REQUIREMENTS. Executive Order 14026, Increasing the Minimum Wage for Federal Contractors, and its implementing regulations, including the federal contractor minimum wage clause at 29 CFR Part 23, Appendix A, and Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.

O. TECHNICAL AND COST EVALUATION. Best approach determination is the evaluation method used by the Forest Service to approve stewardship agreement technical proposals. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to:

1. The extent of mutual interest and benefit.
2. The advantages and effectiveness of mutual participation.
3. Joint expertise.
4. Past performance.
5. Technical approach.
6. Factors relevant to cost such as volunteer participation, contribution from other parties, cost sharing, etc.
7. Ability to utilize, educate and/or train a local workforce.
8. Benefits to the local community.
9. Ability to complete work in a timely manner.
10. Experience in performing similar work.
11. Ability to conduct work in an environmentally sound manner.



- P. METHODS OF APPRAISAL. The value of timber and other forest products shall be determined using Forest Service standard guidelines, methods and techniques.
- Q. NOTICES. Any communications affecting the operations covered by this agreement given by the Forest Service or GSNR is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:
- To the Forest Service Program Manager, at the address specified in this Stewardship Agreement.
- To GSNR, at GSNR's address shown in this Stewardship Agreement or such other address designated within this Stewardship Agreement.
- Notices will be effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.
- R. PARTICIPATION IN SIMILAR ACTIVITIES. This Stewardship Agreement in no way restricts the Forest Service or GSNR from participating in similar activities with other public or private agencies, organizations, and individuals.
- S. ENDORSEMENT. Any of GSNR's contributions made under this Stewardship Agreement do not by direct reference or implication convey Forest Service endorsement of GSNR's products or activities.
- T. NON-FEDERAL STATUS FOR COOPERATOR PARTICIPANTS. GSNR agree(s) that any of GSNR's employees, volunteers, and program participants shall not be deemed to be Federal employees for any purposes including Chapter 171 of Title 28, United States Code (Federal Tort Claims Act) and Chapter 81 of Title 5, United States Code (OWCP), as GSNR has hereby willingly agreed to assume these responsibilities.
- Further, GSNR shall provide any necessary training to GSNR's employees, volunteers, and program participants to ensure that such personnel are capable of performing tasks to be completed. GSNR shall also supervise and direct the work of its employees, volunteers, and participants performing under this agreement.
- U. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no member of, or delegate to, Congress shall be admitted to any share or part of this Stewardship Agreement, or benefits that may arise therefrom, either directly or indirectly.
- V. DRUG-FREE WORKPLACE.
1. GSNR agree(s) that it will publish a drug-free workplace statement and provide a copy to each employee who will be engaged in the performance of any project/program that receives Federal funding. The statement must



- a. Tell the employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace;
  - b. Specify the actions GSNR will take against employees for violating that prohibition; and
  - c. Let each employee know that, as a condition of employment under any award, the employee:
    - (1) Shall abide by the terms of the statement, and
    - (2) Shall notify you in writing if he or she is convicted for a violation of a criminal drug statute occurring in the workplace, and must do so no more than five calendar days after the conviction.
2. GSNR agree(s) that it will establish an ongoing drug-free awareness program to inform employees about
  - a. The dangers of drug abuse in the workplace;
  - b. The established policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation and employee assistance programs; and
  - d. The penalties that you may impose upon them for drug abuse violations occurring in the workplace.
3. Without the Program Manager's expressed written approval, the policy statement and program must be in place as soon as possible, no later than the 30 days after the effective date of this Stewardship Agreement, or the completion date of this Stewardship Agreement, whichever occurs first.
4. GSNR agree(s) to immediately notify the Program Manager if an employee is convicted of a drug violation in the workplace. The notification must be in writing, identify the employee's position title, the number of each project which the employee worked. The notification must be sent to the Program Manager within ten calendar days after GSNR learn(s) of the conviction.
5. Within 30 calendar days of learning about an employee's conviction, GSNR shall either:
  - a. Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 USC 794), as amended, or



- b. Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

- W. NONDISCRIMINATION. The U.S. Department of Agriculture (USDA) 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, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, and so forth.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.
- X. ELIGIBLE WORKERS. GSNR shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). GSNR shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement awarded under this Stewardship Agreement.
- Y. SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM). GSNR shall maintain current organizational information and the original Unique Entity Identifier (UEI) provided for this agreement in the System for Award Management (SAM) until receipt of final payment. This requires annual review and updates, when needed, of organizational information after the initial registration. More frequent review and updates may be required for changes in organizational information or agreement term(s). Any change to the original UEI provided in this agreement will result in termination of this agreement and de-obligation of any remaining funds. For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at [www.sam.gov](http://www.sam.gov).
- Z. STANDARDS FOR FINANCIAL MANAGEMENT.

### **1. Financial Reporting**

GSNR shall provide complete, accurate, and current financial disclosures of the project or program in accordance with any financial reporting requirements, as set forth in the financial provisions.

### **2. Accounting Records**



GSNR shall continuously maintain and update records identifying the source and use of funds. The records shall contain information pertaining to the agreement, authorizations, obligations, unobligated balances, assets, outlays, and income.

### **3. Internal Control**

GSNR shall maintain effective control over and accountability for all Forest Service funds. GSNR shall keep effective internal controls to ensure that all United States Federal funds received are separately and properly allocated to the activities described in the agreement and used solely for authorized purposes.

### **4. Source Documentation**

GSNR shall support all accounting records with source documentation. These documentations include, but are not limited to, cancelled checks, paid bills, payrolls, contract documents. These documents must be made available to the Forest Service upon request.

### **5. Advance Payments**

When applicable, GSNR shall establish and maintain specific procedures to minimize the time elapsing between the advance of Federal funds and their subsequent disbursement.

- AA. AGREEMENT CLOSEOUT. Within 120 days after expiration or notice of termination the parties shall close out the award/agreement.

Any unobligated balance of cash advanced to the GSNR must be immediately refunded to the Forest Service, including any interest earned in accordance with 7CFR3016.21/2CFR 215.22.

Within a maximum of 120 days following the date of expiration or termination of this grant, all financial performance and related reports required by the terms of the agreement must be submitted to the Forest Service by GSNR.

If this agreement is closed out without audit, the Forest Service reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit which may be conducted later.

- BB. USE OF FOREST SERVICE INSIGNIA. In order for GSNR to use the Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted by the Forest Service's Office of Communications (Washington Office). A written request will be submitted by Forest Service.
- CC. PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS. The parties to this agreement shall monitor the performance of activities under this Stewardship Agreement to ensure that performance goals are being achieved.



Performance reports must contain information on the following:

- A comparison of actual accomplishments to the goals established for the period. Where the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.
- Reason(s) for delay if established goals were not met.
- Additional pertinent information.

GSNR shall submit quarterly performance reports to the Forest Service Program Manager. These reports are due 30 days after the reporting period ending March 30, June 30, September 30, and December 31. The final performance report shall be submitted either with GSNR's final payment request, or separately, but not later than 120 days from the expiration date of this Stewardship Agreement.

DD. RETENTION AND ACCESS REQUIREMENTS FOR RECORDS. GSNR shall retain all records pertinent to this Stewardship Agreement for a period of no less than three years from the expiration or termination date. As used in this provision, records include books, documents, accounting procedures and practice, and other data, regardless of the type or format. GSNR shall provide access and the right to examine all records related to this Stewardship Agreement to the Forest Service Inspector General, or Comptroller General or their authorized representative. The rights of access in this section must not be limited to the required retention period but must last as long as records are kept.

If any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the 3-year period, the records must be kept until all issues are resolved, or until the end of the regular 3-year period, whichever is later.

Records for nonexpendable property acquired in whole or in part, with Federal funds shall be retained for 3 years after its final disposition.

EE. FREEDOM OF INFORMATION ACT (FOIA). Public access to Stewardship Agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to "Freedom of Information" regulations (5 U.S.C. 552).

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

FF. TRAINING, EVALUATION, AND CERTIFICATION OF SAWYERS USED BY COOPERATORS. Any employee or volunteer of GSNR's who will use chain saws or crosscut saws on National Forest System lands under this agreement must be trained, evaluated, and certified in accordance with Forest Service Manual 2358. The cooperator is



responsible for providing sawyer training, evaluation, and certification for the cooperator's employees and volunteers, unless the U.S. Forest Service and the cooperator determine it is not in the best interest of the partnership for the cooperator to provide sawyer training and evaluation. In these circumstances, the U.S. Forest Service, upon request and upon availability of Agency resources, may assist with conducting sawyer training and evaluation for the cooperator's employees and volunteers. Cooperator employees and volunteers who will use chain saws and/or crosscut saws on National Forest System lands must be certified by the cooperator. Only those cooperator organizations with an approved sawyer training, evaluation, and certification program may conduct sawyer training, evaluation, and certification. Any employee or volunteer of the cooperator who will use other types of saws, such as handsaws to cut small diameter material, brush saws, and pole saws, must be trained in accordance with Forest Service Handbook 6709.12, Chapter 40, section 41.3. The cooperator is responsible for providing that training.

GG. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

HH. PUBLIC NOTICES. It is Forest Service's policy to inform the public as fully as possible of its programs and activities. GSNR is encouraged to give public notice of the receipt of this award/Stewardship Agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

" The Regional Office (Pacific Southwest Region) of the Forest Service, Department of Agriculture, proudly supports this fuels reduction project."

GSNR may call on Forest Service's Office of Communication for advice regarding public notices. GSNR is requested to provide copies of notices or announcements to the Forest Service Program Manager and to Forest Service's Office Communications as far in advance of release as possible.

II. FUNDING EQUIPMENT. Federal funding under this Stewardship Agreement is not available for reimbursement of GSNR's purchase of equipment. Equipment is defined as having a fair market value of over \$5,000 per unit and a useful life of over one year.

JJ. PROPERTY IMPROVEMENTS. Improvements placed on National Forest System land at the direction or with approval of the Forest Service becomes property of the United States. These improvements are be subject to the same regulations and administration of the Forest





Service as would other National Forest improvements of a similar nature. No part of this Stewardship Agreement entitles GSNR to any interest in the improvements, other than the right to use and enjoy them under applicable Forest Service regulations.

- KK. CONTRACT REQUIREMENTS. Any contract under this agreement must be awarded following GSNR's established procedures, to ensure free and open competition, and avoid any conflict of interest (or appearance of a conflict). GSNR shall maintain cost and price analysis documentation for potential Forest Service review. GSNR is encouraged to utilize small businesses, minority-owned firms and women's business enterprises.

This section shall be implemented as set forth in Section III.D. This provision applies to subcontracts under this agreement to perform removal and/or transportation services (including any chipping or similar processing ancillary to transportation). Such subcontracts may be awarded following GSNR's established procedures, to ensure free and open competition, or by obtaining a minimum of three price quotations if feasible, as set forth in Forest Service Handbook 1509.11, Chapter 70, Section 72.61, and avoid any conflict of interest (or appearance of a conflict) subject to Section III.D. GSNR shall develop and maintain cost and price analysis documentation for potential Forest Service review.

- LL. FOREST SERVICE ACKNOWLEDGED IN PUBLICATION AND AUDIOVISUALS. GSNR shall acknowledge Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this Stewardship Agreement.

- MM. NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. GSNR shall include the following statement, in full, in any printed, audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

***"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. (Not all prohibited bases apply to all programs.)"***

To file a complaint alleging discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington DC 20250-9410 or call toll free voice (866) 632-9992, TDD (800)877-8339, or voice relay (866) 377-8642. USDA is an equal opportunity provider and employer."

If the material is too small to permit the full statement to be included, the material shall, at minimum, include the following statement, in print size no smaller than the text:

***"This institution is an equal opportunity provider."***

- NN. REMEDIES FOR COMPLIANCE RELATED ISSUES. If GSNR materially fail(s) to comply with any term of the Stewardship Agreement, whether stated in a Federal statute or



regulation, an assurance, the Stewardship Agreement, the Forest Service may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by GSNR or more severe enforcement action by the Forest Service;
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current Stewardship Agreement for GSNR's program;
4. Withhold further awards for the program, or
5. Take other remedies that may be legally available, including debarment procedures under 2 CFR Part 417.

OO. TERMINATION BY MUTUAL AGREEMENT. This Stewardship Agreement may be terminated, in whole or part, as follows:

- When the Forest Service and GSNR agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.
- By 30 days written notification by GSNR to the Forest Service setting forth the reasons for termination, effective date, and in the case of partial termination, the portion to be terminated. If the Forest Service decides that the remaining portion of the Stewardship Agreement must not accomplish the purpose for which the Stewardship Agreement was made, the Forest Service may terminate the award upon 30 days written notice in its entirety.

Upon termination of an Stewardship Agreement, GSNR shall not incur any new obligations for the terminated portion of the Stewardship Agreement after the effective date, and shall cancel as many outstanding obligations as possible. The Forest Service shall allow full credit to GSNR for the Forest Service share of obligations that cannot be canceled and were properly incurred by GSNR up to the effective date of the termination. Excess funds shall be refunded within 60 days after the effective date of termination.

PP. ALTERNATE DISPUTE RESOLUTION – PARTNERSHIP AGREEMENT. In the event of any issue of controversy under this Stewardship Agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to conciliation, facilitation, mediation, and fact finding.

QQ. DEBARMENT AND SUSPENSION. GSNR shall immediately inform the Forest Service if they or any of their principals are presently excluded, debarred, or suspended from

entering into covered transactions with the Federal government according to the terms of 2 CFR Part 180. Additionally, should GSNR or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.

- RR. COPYRIGHTING. GSNR is/are granted sole and exclusive right to copyright any publications developed as a result of this Stewardship Agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this Stewardship Agreement.

No original text or graphics produced and submitted by the Forest Service must be copyrighted. The Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal government purposes. This right must be transferred to any subcontracts.

This provision includes:

- The copyright in any work developed by GSNR under this Stewardship Agreement.
- Any right of copyright to which GSNR purchase(s) ownership with any Federal contributions.

- SS. When GSNR is obtaining material value quotations or price quotations for product removal and/or stewardship items, as set forth in Section III.D, both parties agree that the product rates and stewardship item costs used at the approval of the agreement may be based upon tentative value and planned costs. Both parties agree to establish actual rates for both product and stewardship items prior to commencement of operations. If feasible, GSNR will notify the Forest Service in writing 30 days in advance to request appraisal prior to seeking formal quotations. Both parties agree to modify the agreement with these actual values and costs. Modified product values shall be greater than or equal to the reappraised rates and value subject to Section III.D.

Post commencement of work, if there is a change from the established stewardship item rates, the agreement will be modified to increase or decrease the amount of services provided by GSNR, accordingly. Post commencement of work product value rate redeterminations are subject to authorizing regulation.

- TT. MODIFICATION. Modifications within the scope of this Stewardship Agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 45 days prior to implementation of the requested change. The Forest Service is not obligated to fund any changes not properly approved in advance.

- UU. COMMENCEMENT/EXPIRATION DATE. This Stewardship Agreement is executed as of the date of the last signature and is effective through **September 19, 2029**, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- VV. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this Stewardship Agreement.

The disposal of forest products under this Stewardship Agreement has been reviewed and approved by a delegated timber contracting officer.

**BRADFORD SEABERG**



Digitally signed by BRADFORD SEABERG  
Date: 2024.09.19 06:41:07 -07'00'

BRADFORD SEABERG  
Timber Contracting Officer

9/19/24  
Date

In witness whereof, the parties have executed this Stewardship Agreement as of the last date written below.

**Patrick Blacklock**



Digitally signed by Patrick Blacklock  
Date: 2024.09.19 12:17:50 -07'00'

PATRICK BLACKLOCK, President  
Golden State Natural Resources, Inc.

9/19/24  
Date

Deputy Regional Forester  
Kara L. Chadwick (for:)

**KARA CHADWICK**



Digitally signed by KARA CHADWICK  
Date: 2024.09.19 14:58:33 -07'00'

JENNIFER EBERLIEN, Regional Forester  
U.S. Forest Service, Pacific Southwest Region (5)

\_\_\_\_\_  
Date



The authority and format of this Stewardship Agreement have been reviewed and approved for signature.

**DEBRA  
MACLEAN**

Digitally signed by DEBRA  
MACLEAN  
Date: 2024.09.18 21:45:53  
-07'00'

9/18/24

DEBRA MACLEAN

Date

U.S. Forest Service Grants Management Specialist

### Paperwork Reduction Act Statement

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## 24-SA-11052000-056

### APPENDIX A DEFINITIONS

Technical and Cost Evaluation. The evaluation used by the Forest Service to award projects. Such consideration shall primarily consider criteria other than cost. These non-price criteria include, but are not limited to, extent of mutual cooperation and benefits, past performance, experience, technical approach, and benefits to the local community.

Included Timber. Live and dead trees and portions thereof that meet utilization standards as specified in Appendix F. To meet minimum tree specifications, trees must equal or exceed tree diameters listed in Appendix F and contain at least one minimum piece. GSNR shall fell and buck such trees and shall remove them from the area designated by the Forest Service and present for scaling all pieces that meet minimum piece standards or would have qualified as part of minimum pieces if bucking lengths were varied to include such material.

Included Timber for This Project: Previously felled trees and other woody biomass and portions thereof as specified in Appendix F.

Integrated Resource Service Account. The account maintained by the Forest Service of all GSNR's deposits, credits, payment guarantees, and charges for:

1. Timber at Timber Payment rates;
2. Brush disposal, road maintenance, and agreement scaling rates;
3. Stewardship Credits established; and
4. Other charges provided in this agreement.

Liability for lost value to Included Timber. The party holding title shall bear the timber value loss resulting from damage outlined in Appendix F.

Operations. Any industrial activity involving the felling, skidding, and processing of timber and biomass.

"Operations" and "Timber Harvest" for This Project. Any industrial activity involving the removal and transportation of timber and biomass.

Operations Fire. An "Operations Fire" is a fire caused by GSNR's Operations, in the course of fulfilling the agreement, other than a Negligent Fire.

GSNR agrees to reimburse Forest Service for such cost for each Operations Fire, subject to a maximum of the dollar amount stated in Appendix F.15. The cost of GSNR's actions, supplies, and equipment on any such fire provided pursuant to **Appendix G.47 Fire Control**, or otherwise at the request of Forest Service, shall be credited toward such maximum. If GSNR's actual cost exceeds its fire liability limit stated in Appendix F.15, Forest Service shall reimburse GSNR for the excess.

Negligent Fire. A "Negligent Fire" is a fire caused by carelessness or fault of GSNR's



Operations, including, but not limited to, one caused by smoking by persons engaged in GSNR's Operations during the course of their service, or during rest or lunch periods; or if GSNR's failure to comply with the requirements of **Appendix G.46 Fire Precautions and Control** results in a fire starting or permits a fire to spread. Damages and the cost of suppressing Negligent Fires shall be borne by GSNR.

Payment Guarantee. In lieu of establishing Stewardship Credits or establishing advanced deposits, Appendix F, for advance payment of Included Timber, GSNR may guarantee payment by furnishing and maintaining an acceptable surety bond or deposit in a Federal Depository negotiable security of the United States. The securities shall be deposited through the Regional Fiscal Agent accompanied by a power of attorney and agreement authorizing the bond-approving officer to sell or collect such securities if payment is not made within 30 days of billing by the Forest Service. The penal sum of such surety bond or market value at time of deposit of such negotiable securities shall be the maximum amount of the payment guaranteed. In lieu of surety bond or negotiable securities as a payment guarantee, GSNR may use an Irrevocable Letter of Credit when approved by the Forest Service.

Required Deposits. Deposits GSNR may be required to pay for brush disposal (16 U.S.C. 490) and road maintenance (16 U.S.C. 537), erosion control, etc.

Retained Receipts. The portion of residual receipts that is deposited in the Forest Service SSCC account and retained for transfer to other stewardship contracts or stewardship agreements when approved in advance by the Regional Forester in accordance with sections FSH 2409.19, sections 67.1 and 67.3.

Stewardship Credits. Credits that are earned and established when work listed in the schedule of items has been performed and accepted.

Stewardship Project Proposal. A written request submitted by Forest and Grassland Supervisors to the Regional Forester for review and approval for proposed stewardship projects. The request for approval must include appropriate information about the proposed project, such as land management goals of the project, the total value of the project, products to be removed, the value of services to be received, the value of goods to be exchanged for services, contributed funds or work to be received, and expected residual receipts from the project.

After reviewing a proposed project, the Regional Forester shall approve or disapprove the project through a formal written reply in correspondence to the Forest or Grassland Supervisor. Only the projects and associated work activities approved by the Regional Forester with completed NEPA analysis are to be included in this Stewardship Agreement.

Timber Payment Rates. Included timber that is removed by GSNR and presented for weight scaling in the product form stated in Appendix F shall be given cash or earned stewardship credits for at the rates listed in Appendix F.

Weight Scaling. The rate identified in Appendix F multiplied by the volume per unit of measure (tons) of a loaded truck driven over a weight scale as defined in the National Bureau of Standards Handbook 44, current edition.





**24-SA-11052000-056**

**APPENDIX B**

**TECHNICAL PROJECT PROPOSAL**

**Project Description**

As part of the USFS “Confronting the Wildfire Crisis” strategy, GSNR will work in cooperation with the Forest Service to develop a pilot program for the removal and transportation of otherwise unmerchantable materials from forest lands, referred to as the Residual Materials Solutions Pilot (RMSP). The RMSP will help increase the pace and scale of wildfire risk reduction projects by providing viable outlets for the biomass and other forest products resulting from those projects, reduce the public safety and environmental risks associated with leaving those residual materials in place in the forest, and support underserved communities by increasing the utilization of forest products.

Throughout the Wildfire Crisis Strategy roundtables, stakeholders repeatedly identified a mismatch between the types of work that needs to occur and where existing industry can make use of woody material, and the need to increase public acceptance for the increased pace and scale of forest restoration work and potentially decrease the costs of the needed work. At the same time, stakeholders identified the need to support rural and underserved communities through the implementation of the Wildfire Crisis Strategy and other important forest restoration work. Wood transportation from areas with inadequate end-user infrastructure to areas with additional capacity to accept these materials, may be a solution to utilize additional material.

At this time, the RMSP will focus on transporting materials (biomass and/or sawlogs) that have previously been felled by other parties and are uneconomical to transport to end-users (e.g., unmerchantable material piled and decked in the forest during prior stewardship activities or timber sales). This initial pilot will not include any cutting or harvesting of biomass or wood products. Transportation of residual materials under this pilot may be paired with other forest management activities by USFS to achieve mutual benefits. For example, requirements for disposal of unmerchantable biomass and/or sawlogs could be removed from an otherwise uneconomical stewardship project or timber sale, thereby facilitating bids - with the biomass subsequently removed under this pilot, thereby helping to further increase pace and scale.

GSNR will work closely with the Forest Service, across Region 5, to look for opportunities where residual forest material transportation might be part of the wildfire risk reduction solution as well as an asset optimization opportunity. GSNR will work with all parties from forest to end-user. GSNR will assist the Forest Service in developing appropriate analysis of the social, economic and environmental values involved using residual materials transportation as a tool to help implement the Wildfire Crisis Strategy.

Service work through this Stewardship Agreement will include removal and transportation of previously felled materials that are presently decked or otherwise remaining on USFS lands from those locations to productive end-users, including any necessary chipping or similar processing ancillary to transportation. Details for each activity can be found in Appendix E: Schedule of Items as hereafter amended.



GSNR will identify end-users of the residual material transported under this pilot who can provide the best value for the material to defray the costs of transportation and will prioritize where feasible those end-users whose operations support underserved communities and otherwise further the goals and objectives described in this agreement. GSNR or the end-user (under contract with GSNR) will subcontract most of these service work items and will contact local parties who may be interested in the identified service work. It is the intent of GSNR to honor and foster existing, local collaborative efforts and relationships in the region. It is also the intent of GSNR to prioritize the selection of end-users and contractors that understand the overall goals of the projects and provide best value, based on past performance and the ability to achieve project objectives. Stewardship is about relationships. GSNR will promote the selection of end-users and contractors that have relationships with the land, but also understand the unique necessity and opportunity to communicate and build relationships in order to accomplish stewardship objectives.

RMSP requires careful coordination with the Forest Service and many other partners. Throughout the implementation of this pilot, GSNR will coordinate with end-users and contractors and subcontractors on the ground to remove and transport the residual materials and complete service work, with the Forest Service, and Registered Professional Foresters, as appropriate, to ensure that forest pests and diseases are appropriately controlled, and with the transportation and biomass and timber industries to ensure costs are adequate to meet needs, while staying within a reasonable range that supports Forest Service forest restoration goals and objectives.

This technical proposal describes GSNR's role in implementing the projects and activities detailed in this Stewardship Agreement.

## **Technical Approach**

### ***Plan of Operation***

Project implementation may begin immediately upon the signing of this Stewardship Agreement and after coordinating with the Forest Service. It is anticipated that this pilot will be implemented through successive amendments to this Technical Proposal and other appendices as specific removal and transportation projects are identified through cooperative efforts of GSNR and the Forest Service and the specific details developed. The Initial Project further described in these appendices outlines a model for these project details, which will be further developed, validated, and finalized by mutual agreement before any work is performed on that project or any future project.

GSNR is a nonprofit 501(c)(3) organization whose mission is to protect and enhance the quality of life in California's rural communities through a broad range of environmental stewardship activities that promote healthy, resilient forests and ecosystems. In coordination with the USFS, GSNR intends to implement forest health projects that increase the pace and scale of wildfire risk reduction activities while supporting underserved communities through the utilization of forest products.



Under the pilot, GSNR will collaborate with Forest Service staff to identify accumulations of previously felled or harvested forest materials (e.g., biomass and/or sawlogs) on Forest Service lands that are the highest priority to remove for forest health improvement and to otherwise achieve the Forest Service's land management objectives. GSNR staff will then solicit and negotiate with potential end-users for this material (e.g., biomass power facilities, sawmills, biochar producers, etc.), who would purchase the material if made available at market rates. If feasible, GSNR will verify the applicable market rate for the material in the end-user's area by obtaining no less than three quotations, to ensure best value. It is anticipated that any appraisal of material value by the Forest Service under this agreement will typically be guided by the price negotiated with the end-user and any price quotations obtained as provided in this paragraph.

Once an interested end-user has been identified for the high-priority material, and the market rate has been established, GSNR and the Forest Service will collaborate to develop amendments to this Technical Proposal, the Financial Plan, and other appendices to memorialize and approve the details for the specific transportation project, including any prescriptions, maps, and other technical criteria for the removal and transportation activities (including any ancillary chipping or similar processing), where applicable. The Forest Service will promptly review and approve the above-described amendments, including performing best approach and best value review in accordance with this agreement.

Once the amendments to this agreement have been approved and signed, GSNR will enter into a contract with the end-user for the purchase of the material at the determined market rate. The purchase contract may provide for GSNR to remove and deliver the material to the end-user, or for the end-user to remove and deliver the material themselves. In either case, the market price of the material will offset the removal and delivery costs billed under this agreement. If removal and delivery work is further subcontracted, either by GSNR or the end-user, those services will be competitively procured (no less than three quotations) if feasible to ensure best value. It is the intent of this agreement that any contract requirements or procurement requirements applicable to work under this agreement shall be implemented in the subcontracts awarded by GSNR or the end-user under this paragraph. All work will be performed in accordance with the specifications set forth in this agreement and the approved amended appendices, as described above.

The net costs for removal and delivery of the material (including any ancillary chipping or similar processing), consisting of the removal and delivery costs, including GSNR's approved direct and indirect costs for program administration, less the market rate paid by the end-user, will be billed to the Forest Service in accordance with the approved amended appendices, as described above. These net costs may be invoiced as a reimbursement to GSNR or may be requested by GSNR in advance as provided in this agreement and applicable regulations.

Transportation costs do not include any capital investments, repairs, fabrication, or fines. GSNR will work closely with the Forest Service, end-users, and service work contractors to develop a log/load accountability system that is transparent and ensures fiscal and resource accountability.

Details for each activity can be found in Appendix E: Schedule of Items. GSNR will implement all activities consistent with Forest Service specifications as described in Appendix F and all guidelines for operations as described in Appendix G of this Stewardship Agreement, as



hereafter amended.

### ***Quality Control***

GSNR personnel or other representatives designated in writing, will provide oversight and quality control for service work conducted as part of this project. GSNR will maintain responsibility for the management of the provisions in this Stewardship Agreement. GSNR and Forest Service will conduct periodic inspections of ongoing service work operations according to a schedule and method mutually agreed prior to starting work on the project activities. Any deviations from the agreement discovered by GSNR, including resource damage or other performance issues, will be immediately reported to the Forest Service and dealt with in an appropriate manner.

For agreed to items, GSNR and their contractors and subcontractors, as applicable, will meet with the Forest Service before the implementation of each task to discuss specifications and expectations for the end result of each task.

Per Forest Service specifications, GSNR will designate in writing any authority designated to another partner, contractor or representative. GSNR will observe field implementation until the contractor/subcontractor demonstrates an understanding of the specifications and desired future conditions. If the Forest Service (FS) cannot approve, accept, or sign off on agreements or actions within the specified timeframe for FS response, GSNR will be given authority to approve, accept, or sign off on all agreements and actions identified as a GSNR responsibility. All action and agreement decisions made by GSNR are considered final and agreed to by the FS, except under instances of gross negligence.

With respect to the management of this Stewardship Agreement, the Forest Service and GSNR will coordinate and agree to: accept all contractual requirements on a contract area payment unit, request contractor's records, agree to minor changes, approve revision of proposal, modify this Stewardship Agreement, approve modifications to operating schedule, suspensions of work, shut down contractor's equipment for emergencies and agree on rates, and require further actions by contractor for firefighting.

GSNR and/or its designated representative will mark and include the residual material designated for removal and transportation in accordance with the approved amended appendices, as described here, bill contractor for advanced deposits, and accept specific work on a contract area payment unit.

With respect to the management of this Stewardship Agreement, GSNR will approve contract term extensions, authorize contract terms for delays, and delay, interrupt or terminate contracts.

GSNR will maintain records of Stewardship Agreement work and activities and make them available to the designated Forest Service Technical Specialist, as requested.

For all tasks, the Forest Service and GSNR will cooperatively conduct inspections to ensure



compliance for meeting future desired conditions. If the Forest Service conducts an inspection, all findings will be provided to GSNR. The Forest Service will not directly work with the contractors/subcontractors. All directions and corrective actions will go through GSNR. The Forest Service and GSNR will ensure that each completes an inspection at least once a month.

### **Implementation Supervision**

Forest Service representatives will work directly with GSNR. The responsibility of working with the contractors/subcontractors to correct any issues will be the responsibility of the GSNR and/or GSNR representative designated in writing.

As a unit or activity is completed, GSNR and the Forest Service will conduct a final inspection before closing the unit. Final inspection results will be provided to both GSNR and the Forest Service.

### ***Equipment***

GSNR and the Forest Service will jointly agree upon equipment that will be utilized by contractors/subcontractors. It is anticipated that the equipment utilized on the project will be like equipment used on activities across Region 5.

### ***Production Capabilities***

Production capabilities will be determined by GSNR and the Forest Service.

### ***Capability and Past Performance***

Capability and past performance will be a major variable in selection of contractors and/or subcontractors performing removal and transportation service work. Award will be based upon past performance, quality of references, experience, and price. The Forest Service will collaborate with GSNR and end-users, when applicable, in this selection process.

### ***End-Users and Subcontractors***

End-users for residual material and subcontractors performing removal and transportation service work will be selected by GSNR and/or the end-user (under contract with GSNR) and approved by the Forest Service.

### ***Service Work Methods and Utilization of Materials***

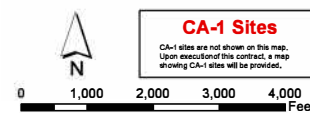
Methods for the removal and transportation service work hereunder will be jointly agreed to by GSNR and the Forest Service. Prescriptions and methods are briefly described in Appendix E, as hereafter amended. Residual material specifications are described in Appendix F and all guidelines for operations are described in Appendix G of this Stewardship Agreement, both as hereafter amended.



## Page 1 of 3

- 24-SA-11052000-056**  
**Appendix C-1**

CA-1 sites are not shown on this map. Upon execution of this contract, a map showing CA-1 sites will be provided.



Contours at 40' Intervals  
Property Lines Are Approximate

Property Lines Are Approximate

Shy Park Rd

Sly Park Rd. Mormon En



North South Rd.

**\*\*Cultural:** sensitive area with directional felling, full suspension, equipment reach capabilities, and monitoring by archaeologist.

**\*\*\*Aquatics:** A Limited Operating Period (LOP) restricting all work activities at or below the 4500-foot elevation would be implemented from 1st fall frontal system depositing a minimum of ¼ inch of rain between October 15th through April 15th. Activities may resume after a 72-hour drying period. The LOP may be lifted in locations where sufficient survey data demonstrate the absence of CRLF or suitable breeding habitat.

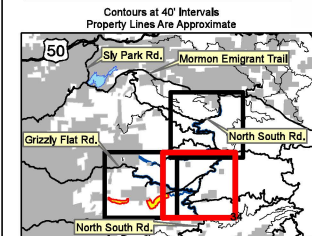
\*\*\*\*Streamcourse buffers: Required removal of material within streamcourse buffers unless otherwise agreed.



## Page 2 of 3

- 24-SA-11052000-056**  
**Appendix C-2**

CA-1 sites are not shown on this map. Upon execution of this contract, a map showing CA-1 sites will be provided.



**\*\*Cultural:** sensitive area with directional felling, full suspension, equipment reach capabilities, and monitoring by archaeologist.

**\*\*\*Aquatics:** A Limited Operating Period (LOP) restricting all work activities at or below the 4500-foot elevation would be implemented from 1st fall frontal system depositing a minimum of ¼ inch of rain between October 15th through April 15th. Activities may resume after a 72-hour drying period. The LOP may be lifted in locations where sufficient survey data demonstrate the absence of CRLF or suitable breeding habitat.

\*\*\*\*Streamsource buffers: Required removal of material within streamsource buffers unless otherwise agreed.

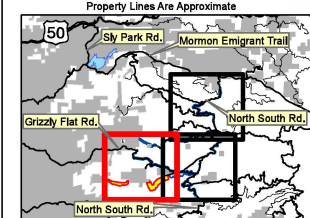
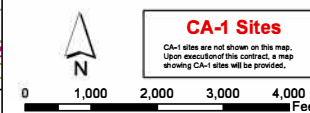


# Golden State Natural Resources Stewardship Agreement Map Placerville Ranger District Eldorado National Forest

Page 3 of 3

- Unit 1
- Unit 2
- Deck Location
- Site Specific Protection Measures, Cultural, No Ground Disturbance
- Site Specific Protection Measures, Cultural Linear Feature
- Site Specific Protection Measures, Botany Invasive
- Site Specific Protection Measures, Botany Sensitive
- Site Specific Protection Measures, Lava Cap, Virtual Boundary, Not Flagged on Ground
- Protection Measures for Animals, LOP: February 15 to September 15
- Protection Measures for Aquatics, LOP: \*\*\*See Special Note
- Protection of Improvements, Recreation Sites
- Protection of Improvements, Fences
- Protection of Improvements, Gates
- Protection of Improvements, Motorized Trail
- Streamcourse Buffers, 100 feet on either side unless otherwise designated on ground \*\*\*\*See Special Note
- Streamcourse Buffers, 25 feet on either side unless otherwise designated on ground \*\*\*\*See Special Note
- Protection of Improvements, Waterhole
- Protection of Land Survey Monuments
- Other Ownership

## 24-SA-11052000-056 Appendix C-3



### Special Note

\*\*\*Cultural: sensitive area with directional felling, full suspension, equipment reach capabilities, and monitoring by archaeologist.

\*\*\*Aquatics: A Limited Operating Period (LOP) restricting all work activities at or below the 4500-foot elevation would be implemented from 1st fall frontal system depositing a minimum of 1/4 inch of rain between October 15th through April 15th. Activities may resume after a 72-hour drying period. The LOP may be lifted in locations where sufficient survey data demonstrate the absence of CRLF or suitable breeding habitat.

\*\*\*Streamcourse buffers: Required removal of material within streamcourse buffers unless otherwise agreed.



## Appendix D

|                        |                                                   |
|------------------------|---------------------------------------------------|
| USFS Agreement No.:    | 24-SA-11052000-056                                |
| Partner Agreement No.: |                                                   |
| Project Name:          | Regional Fuels Reduction and Restoration Projects |

Mod No. 

## Stewardship Agreement Financial Plan

## Financial Plan Matrix:

Note: All columns may not be used. Use depends on source and type of contribution(s).

| COST ELEMENTS<br>(Direct Costs) | FS CONTRIBUTIONS |                              | PARTNER CONTRIBUTIONS (1) |                |                      | (f)<br>TOTAL   |
|---------------------------------|------------------|------------------------------|---------------------------|----------------|----------------------|----------------|
|                                 | (a)<br>Noncash   | (b)<br>Cash<br>to<br>Partner | (c)<br>Noncash (2)        | (d)<br>In-Kind | (e)<br>Other Federal |                |
| Salaries/Labor                  | \$120,000.00     | \$209,600.00                 | \$0.00                    | \$0.00         | \$0.00               | \$329,600.00   |
| Travel                          | \$0.00           | \$82,000.00                  | \$0.00                    | \$0.00         | \$0.00               | \$82,000.00    |
| Equipment                       | \$0.00           | \$0.00                       | \$0.00                    | \$0.00         | \$0.00               | \$0.00         |
| Supplies/Materials              | \$0.00           | \$0.00                       | \$0.00                    | \$0.00         | \$0.00               | \$0.00         |
| Printing                        | \$0.00           | \$0.00                       | \$0.00                    | \$0.00         | \$0.00               | \$0.00         |
| Other                           | \$0.00           | \$2,759,068.20               | \$0.00                    | \$0.00         | \$0.00               | \$2,759,068.20 |
| Contracted Stewardship Work     | \$0.00           | \$0.00                       | \$0.00                    | \$0.00         | \$0.00               | \$0.00         |
| Subtotal                        | \$120,000.00     | \$3,050,668.20               | \$0.00                    | \$0.00         | \$0.00               | \$3,170,668.20 |
| Partner Indirect Costs          |                  | \$305,066.80                 | \$0.00                    |                |                      | \$305,066.80   |
| FS Overhead Assessment          | \$19,200.00      |                              |                           |                |                      | \$19,200.00    |
| Total                           | \$139,200.00     | \$3,355,735.00               | \$0.00                    | \$0.00         | \$0.00               | \$3,494,935.00 |

| Matching Costs Determination |         |
|------------------------------|---------|
| Total Forest Service Share = | (g)     |
| (a+b)/(f) = (g)              | 1       |
| Other Federal Contribution = | (h)     |
| (e)/(f) = (h)                | 0.00%   |
| Total Federal Share =        | (i)     |
| (g+h) = (i)                  | 100.00% |
| Total Partner Share          | (j)     |
| (c+d)/(f) = (j)              | 0.00%   |
| Total                        | (k)     |
| (i+j) = (k)                  | 100.00% |

|                             |                    |
|-----------------------------|--------------------|
| Value of Goods for Services | \$9,146.89         |
| Project Grand Total         | \$3,504,081.89 (3) |

(1) Partner contributions should be documented in the initial financial plan and can be revised as actual costs are incurred towards project completion (which can be the same or less than the initial rate- never more). Partner invoices should always be based on actual costs.

(2) Partner preaward costs may be counted toward cost-share, but will not be reimbursed. These costs should be properly documented and allowable per administrative requirements. Costs will not be accepted as match prior to notification of proposal acceptance by the Regional Forester (FSH 1509.11 72.61 (5)).

(3) Project grand total equals total value of goods for services plus the financial plan total.

## Forest Product (Goods) for Services

The Goods for Services worksheet auto-fills the financial plan and crosswalk.

|                                              | FOREST SERVICE                          | PARTNER                                  |
|----------------------------------------------|-----------------------------------------|------------------------------------------|
| Goods for Services Column Amounts Must Equal | Value of Forest Product (Appraisal) (1) | Services Exchanged for Product Value (2) |
| Total                                        | \$9,146.89                              | \$9,146.89                               |

(1) Enter total value of Forest Products included in Appendix F that will be exchanged for service work. Auto-fill to FP (cell G26) & Crosswalk (cell G36).

(2) Enter total value of services included in Schedule of Items that will be exchanged for product. Auto-fill to Crosswalk (cell K36).

### FSH 1509.11, 72.62 – Type of Work (Stewardship)

Stewardship End-Results Contracting (Stewardship Agreement) authorizes the Forest Service to enter into agreements for projects that accomplish the following land management goals that may include, among other things:

1. Road and trail maintenance or obliteration to restore or maintain water quality;
2. Soil productivity, habitat for wildlife and fisheries, or other resource values;
3. Setting of prescribed fires to improve the composition, structure, condition, and health of timber stands or to improve wildlife habitat;
4. Removing vegetation or other activities to promote healthy forest stands, reduce fire hazards, or achieve other land management objectives;
5. Watershed restoration and maintenance;
6. Restoration and maintenance of wildlife and fish habitat; and
7. Control of noxious and exotic weeds and reestablishing native plant species.

NOTE: Stewardship credits will be established for all stewardship service work items listed in the Schedule of Items. Stewardship credits are reported earned when service unit is completed and accepted by the Forest Service. Earned stewardship credits are exchanged for forest products removed at the value designated in the SPA at Appendix F - Timber Rates. Earned stewardship credits that exceed the product value are paid for with federal funds. Only identify here the total amount of services which will be exchanged for product value. These amounts can change over the course of agreement operations. Volume adjustments for product value are documented on FS-2400-66 and changes to Services on Progress Reports (PRSC/PRSP).

FS Agreement No: 24-SA-11052000-056  
 Partner Agreement No:  
 Project Name: Regional Fuels Reduction and Restoration Projects  
 Through Modification No:

**FINANCIAL PLAN CROSSWALK - CUMULATIVE AGREEMENT ACTIVITY**

[Instructions: Complete this form when forest products will be exchanged for services.]

| Item No:                            | Description                                 | Unit | Quantity | Unit Price (not to exceed rate) | Total                 | Breakdown of Services to be paid for with Forest Service Funds | Breakdown of Services Partner Cost-Share | Breakdown of Services Other Federal | Breakdown of Services to be paid for with Product Value | Units Completed | Date |
|-------------------------------------|---------------------------------------------|------|----------|---------------------------------|-----------------------|----------------------------------------------------------------|------------------------------------------|-------------------------------------|---------------------------------------------------------|-----------------|------|
| <b>Stewardship Items (1):</b>       |                                             |      |          |                                 |                       | (1)                                                            |                                          |                                     | (1)                                                     |                 |      |
| <b>Grizzly Flat Product Removal</b> |                                             |      |          |                                 |                       |                                                                |                                          |                                     |                                                         |                 |      |
| 1.1                                 | Cull Log and Biomass Removal/Transportation | tons | 91,469   | \$ 30.00                        | \$2,753,215.09        | \$2,744,068.20                                                 |                                          |                                     | \$9,146.89                                              |                 |      |
|                                     |                                             | Acre |          |                                 |                       | \$0.00                                                         |                                          |                                     |                                                         |                 |      |
|                                     |                                             | Pile |          |                                 |                       | \$0.00                                                         |                                          |                                     |                                                         |                 |      |
|                                     |                                             | Mile |          |                                 |                       | \$0.00                                                         |                                          |                                     |                                                         |                 |      |
| Partner Indirect Costs (3)          |                                             | %    |          |                                 | \$305,066.80          | \$305,066.80                                                   |                                          |                                     |                                                         |                 |      |
| <b>Support Activities: (2)</b>      |                                             |      |          |                                 |                       | Enter in ATSA (1) Cannot Use Retained Receipts                 |                                          |                                     |                                                         |                 |      |
| A                                   | Project Setup/Salaries                      | Job  |          |                                 | \$209,600.00          | \$209,600.00                                                   |                                          |                                     |                                                         |                 |      |
| B                                   | Travel                                      | Job  |          |                                 | \$82,000.00           | \$82,000.00                                                    |                                          |                                     |                                                         |                 |      |
| C                                   | Project Oversight                           | Job  |          |                                 | \$15,000.00           | \$15,000.00                                                    |                                          |                                     |                                                         |                 |      |
| D                                   | Prescription Writing                        | Unit |          |                                 |                       | \$0.00                                                         |                                          |                                     |                                                         |                 |      |
| E                                   | Job Training                                | Hour |          |                                 |                       | \$0.00                                                         |                                          |                                     |                                                         |                 |      |
| F                                   | Multi-Party Monitoring                      | Job  |          |                                 |                       | \$0.00                                                         |                                          |                                     |                                                         |                 |      |
| Partner Indirect Costs (3)          |                                             | %    |          |                                 |                       | \$0.00                                                         |                                          |                                     |                                                         |                 |      |
| <b>TOTAL:</b>                       |                                             |      |          |                                 | <b>\$3,364,881.89</b> | <b>\$3,355,735.00</b>                                          | <b>\$0.00</b>                            | <b>\$0.00</b>                       | <b>\$9,146.89</b>                                       |                 |      |

**Overview**

|                                                                            |                |
|----------------------------------------------------------------------------|----------------|
| FP Column (a): Forest Service Noncash (In-house)                           | \$139,200.00   |
| Other items on the FP not carried onto the Crosswalk (e.g. Preaward Costs) |                |
| Project Grand Total (4)                                                    | \$3,504,081.89 |

Forest product total value: \$9,146.89

Services Exchanged total value: \$9,146.89

- (1) Enter total of services to be paid for with Forest Service funds or product value into ATSA as total Stewardship Credit Limit.  
 (2) Support activities should directly advance the objectives of the project. These activities are funded from Forest Service funds (not retained receipts) or partner contributions.  
 (3) Partner Indirect Costs may be incorporated into unit rates or a separate line item. Documentation of the rate must be submitted by the partner to the Forest Service for approval.  
 (4) Project grand total on Crosswalk equals cumulative grand total on financial plan(s).

NOTE: Stewardship credits will be established for all stewardship service work items listed in the Schedule of Items. Stewardship credits are reported earned when service unit is completed and accepted by the Forest Service. Earned stewardship credits are exchanged for forest products removed at the value designated in the SPA at Appendix F - Timber Rates. Earned stewardship credits that exceed the product value are paid for with federal funds. Only identify here the total amount of services which will be exchanged for product value. These amounts can change over the course of agreement operations. Volume adjustments for product value are documented on FS-2400-66 and changes to Services on Progress Reports (PRSC/PRSP).

## WORKSHEET FOR

### FS Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| Salaries/Labor              |  |          |           |  |             |
|-----------------------------|--|----------|-----------|--|-------------|
| Standard Calculation        |  |          |           |  |             |
| Job Description             |  | Cost/Day | # of Days |  | Total       |
| Regional Program Management |  | \$800.00 | 50.00     |  | \$40,000.00 |
| Forest Program Management   |  | \$800.00 | 50.00     |  | \$40,000.00 |
| Project Inspection          |  | \$800.00 | 50.00     |  | \$40,000.00 |

|                             |  |  |  |  |                     |
|-----------------------------|--|--|--|--|---------------------|
| <b>Total Salaries/Labor</b> |  |  |  |  | <b>\$120,000.00</b> |
|-----------------------------|--|--|--|--|---------------------|

| Travel               |           |           |            |  |       |
|----------------------|-----------|-----------|------------|--|-------|
| Standard Calculation |           |           |            |  |       |
| Travel Expense       | Employees | Cost/Trip | # of Trips |  | Total |

|                     |  |  |  |  |               |
|---------------------|--|--|--|--|---------------|
| <b>Total Travel</b> |  |  |  |  | <b>\$0.00</b> |
|---------------------|--|--|--|--|---------------|

| Equipment            |            |          |           |  |       |
|----------------------|------------|----------|-----------|--|-------|
| Standard Calculation |            |          |           |  |       |
| Piece of Equipment   | # of Units | Cost/Day | # of Days |  | Total |

|                        |  |  |  |  |               |
|------------------------|--|--|--|--|---------------|
| <b>Total Equipment</b> |  |  |  |  | <b>\$0.00</b> |
|------------------------|--|--|--|--|---------------|

| Supplies/Materials   |  |            |           |  |       |
|----------------------|--|------------|-----------|--|-------|
| Standard Calculation |  |            |           |  |       |
| Supplies/Materials   |  | # of Items | Cost/Item |  | Total |

|                                 |  |  |  |  |               |
|---------------------------------|--|--|--|--|---------------|
| <b>Total Supplies/Materials</b> |  |  |  |  | <b>\$0.00</b> |
|---------------------------------|--|--|--|--|---------------|

| Other Expenses       |  |            |           |  |       |
|----------------------|--|------------|-----------|--|-------|
| Standard Calculation |  |            |           |  |       |
| Item                 |  | # of Units | Cost/Unit |  | Total |

|                    |  |  |  |  |               |
|--------------------|--|--|--|--|---------------|
| <b>Total Other</b> |  |  |  |  | <b>\$0.00</b> |
|--------------------|--|--|--|--|---------------|

|                              |  |  |  |  |                     |
|------------------------------|--|--|--|--|---------------------|
| <b>Subtotal Direct Costs</b> |  |  |  |  | <b>\$120,000.00</b> |
|------------------------------|--|--|--|--|---------------------|

**Forest Service Overhead Costs**

|                                |                       |  |                    |
|--------------------------------|-----------------------|--|--------------------|
| Current Overhead Rate          | Subtotal Direct Costs |  | Total              |
| 16.00%                         | \$120,000.00          |  | \$19,200.00        |
| <b>Total FS Overhead Costs</b> |                       |  | <b>\$19,200.00</b> |

**TOTAL COST****\$139,200.00**



## WORKSHEET FOR

### FS Cash to the Cooperator Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract= \$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

| Salaries/Labor                                            |    |            |           |                     |
|-----------------------------------------------------------|----|------------|-----------|---------------------|
| Standard Calculation                                      |    |            |           |                     |
| Job Description                                           |    | Cost/Day   | # of Days | Total               |
| <b>Support Activities (2) - A Project set-up/Salaries</b> |    |            |           |                     |
| Task 2.1 - Communication with Contractors and End Users   | TR | \$880.00   | 10.00     | \$8,800.00          |
| Task 2.2 - Subtask 2a - RFP Development                   | TR | \$880.00   | 10.00     | \$8,800.00          |
|                                                           | AW | \$1,480.00 | 10.00     | \$14,800.00         |
|                                                           | AR | \$1,200.00 | 10.00     | \$12,000.00         |
| Task 2.2 - Subtask 2b - RFP Solicitation                  | TR | \$880.00   | 10.00     | \$8,800.00          |
|                                                           | AR | \$1,200.00 | 5.00      | \$6,000.00          |
| Task 2.2 - Subtask 2c - RFP Review                        | TR | \$880.00   | 20.00     | \$17,600.00         |
|                                                           | AR | \$1,200.00 | 5.00      | \$6,000.00          |
|                                                           | CF | \$1,960.00 | 5.00      | \$9,800.00          |
| Task 2.2 - Subtask 2d - RFP Negotiation and Execution     | TR | \$880.00   | 20.00     | \$17,600.00         |
|                                                           | AR | \$1,200.00 | 5.00      | \$6,000.00          |
|                                                           | CF | \$1,960.00 | 5.00      | \$9,800.00          |
|                                                           | PB | \$2,200.00 | 5.00      | \$11,000.00         |
| Task 2.3 - Consultation with Forest Service               | TR | \$880.00   | 10.00     | \$8,800.00          |
|                                                           | AR | \$1,200.00 | 5.00      | \$6,000.00          |
|                                                           | CF | \$1,960.00 | 5.00      | \$9,800.00          |
| Task 2.4 - Financial Reporting (monthly and quarterly)    | TR | \$880.00   | 5.00      | \$4,400.00          |
|                                                           | AR | \$1,200.00 | 10.00     | \$12,000.00         |
|                                                           | MD | \$1,280.00 | 10.00     | \$12,800.00         |
| Task 2.5 - Metrics Development and Tracking               | TR | \$880.00   | 5.00      | \$4,400.00          |
|                                                           | AR | \$1,200.00 | 5.00      | \$6,000.00          |
| Task 2.6 - Communications                                 | TR | \$880.00   | 5.00      | \$4,400.00          |
|                                                           | CJ | \$800.00   | 5.00      | \$4,000.00          |
| <b>Total Salaries/Labor</b>                               |    |            |           | <b>\$209,600.00</b> |

| Travel                                 |           |           |            |                    |
|----------------------------------------|-----------|-----------|------------|--------------------|
| Standard Calculation                   |           |           |            |                    |
| Travel Expense                         | Employees | Cost/Trip | # of Trips | Total              |
| <b>Support Activities (2) B Travel</b> |           |           |            |                    |
| GSNR Staff Travel expenses             | TR        | \$800.00  | 20.00      | \$16,000.00        |
| GSNR Staff Travel time                 | TR        | \$300.00  | 20.00      | \$6,000.00         |
| Subcontractors - Travel time           | LC/CT     | \$300.00  | 60.00      | \$18,000.00        |
| Subcontractors - Travel expenses       | LC/CT     | \$700.00  | 60.00      | \$42,000.00        |
| <b>Total Travel</b>                    |           |           |            | <b>\$82,000.00</b> |

| Equipment            |            |          |           |        |
|----------------------|------------|----------|-----------|--------|
| Standard Calculation |            |          |           |        |
| Piece of Equipment   | # of Units | Cost/Day | # of Days | Total  |
| Total Equipment      |            |          |           | \$0.00 |

| Supplies/Materials       |  |            |           |        |
|--------------------------|--|------------|-----------|--------|
| Standard Calculation     |  |            |           |        |
| Supplies/Materials       |  | # of Items | Cost/Item | Total  |
| Total Supplies/Materials |  |            |           | \$0.00 |

| Other Expenses                                      |       |            |           |             |
|-----------------------------------------------------|-------|------------|-----------|-------------|
| Standard Calculation                                |       |            |           |             |
| Item                                                |       | # of Units | Cost/Unit | Total       |
| <b>Support Activities (2) - C Project Oversight</b> |       |            |           |             |
| Subcontractors - Task 2.7 - Estimates               | LC/CT | 120.00     | \$125.00  | \$15,000.00 |

| Non-Standard Calculation                                |      |           |         |                |
|---------------------------------------------------------|------|-----------|---------|----------------|
| Stewardship Item 01 - Felled Material Removal/Transport |      |           |         |                |
| 1.1 Cull Log and Biomass Removal/Transport              | Tons | 91,468.94 | \$30.00 | \$2,744,068.20 |
| Total Other                                             |      |           |         | \$2,759,068.20 |

|                              |  |  |                       |  |
|------------------------------|--|--|-----------------------|--|
| <b>Subtotal Direct Costs</b> |  |  | <b>\$3,050,668.20</b> |  |
|------------------------------|--|--|-----------------------|--|

| Cooperator Indirect Costs                                  |                       |              |
|------------------------------------------------------------|-----------------------|--------------|
| <i>Rounded to match the total \$\$ amount in agreement</i> |                       |              |
| Current Overhead Rate                                      | Subtotal Direct Costs | Total        |
| 10.00%                                                     | \$3,050,668.20        | \$305,066.80 |
| Total Coop. Indirect Costs                                 |                       | \$305,066.80 |

|                   |  |                       |
|-------------------|--|-----------------------|
| <b>TOTAL COST</b> |  | <b>\$3,355,735.00</b> |
|-------------------|--|-----------------------|

## WORKSHEET FOR

### Cooperator Non-Cash Contribution Cost Analysis Column

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.  
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determining a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formulas, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x \$1,200/contract=\$1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

#### Salaries/Labor

##### Standard Calculation

|                 |  |          |           |  |       |
|-----------------|--|----------|-----------|--|-------|
| Job Description |  | Cost/Day | # of Days |  | Total |
|-----------------|--|----------|-----------|--|-------|

##### Non-Standard Calculation

|                      |  |        |
|----------------------|--|--------|
| Total Salaries/Labor |  | \$0.00 |
|----------------------|--|--------|

#### Travel

##### Standard Calculation

|                |           |           |            |  |       |
|----------------|-----------|-----------|------------|--|-------|
| Travel Expense | Employees | Cost/Trip | # of Trips |  | Total |
|----------------|-----------|-----------|------------|--|-------|

##### Non-Standard Calculation

|              |  |        |
|--------------|--|--------|
| Total Travel |  | \$0.00 |
|--------------|--|--------|

#### Equipment

##### Standard Calculation

|                    |            |          |           |  |       |
|--------------------|------------|----------|-----------|--|-------|
| Piece of Equipment | # of Units | Cost/Day | # of Days |  | Total |
|--------------------|------------|----------|-----------|--|-------|

##### Non-Standard Calculation

|                 |  |        |
|-----------------|--|--------|
| Total Equipment |  | \$0.00 |
|-----------------|--|--------|

#### Supplies/Materials

##### Standard Calculation

|                    |  |            |           |  |       |
|--------------------|--|------------|-----------|--|-------|
| Supplies/Materials |  | # of Items | Cost/Item |  | Total |
|--------------------|--|------------|-----------|--|-------|

##### Non-Standard Calculation

|                          |  |        |
|--------------------------|--|--------|
| Total Supplies/Materials |  | \$0.00 |
|--------------------------|--|--------|

#### Printing

##### Standard Calculation

|                |  |            |           |  |       |
|----------------|--|------------|-----------|--|-------|
| Paper Material |  | # of Units | Cost/Unit |  | Total |
|----------------|--|------------|-----------|--|-------|

##### Non-Standard Calculation

|                |        |
|----------------|--------|
| Total Printing | \$0.00 |
|----------------|--------|

### Other Expenses

| Standard Calculation |  |            |           |  |       |
|----------------------|--|------------|-----------|--|-------|
| Item                 |  | # of Units | Cost/Unit |  | Total |

### Non-Standard Calculation

|             |        |
|-------------|--------|
| Total Other | \$0.00 |
|-------------|--------|

|                              |               |
|------------------------------|---------------|
| <b>Subtotal Direct Costs</b> | <b>\$0.00</b> |
|------------------------------|---------------|

### Cooperator Indirect Costs

|                            |                       |        |
|----------------------------|-----------------------|--------|
| Current Overhead Rate      | Subtotal Direct Costs | Total  |
|                            | \$0.00                | \$0.00 |
| Total Coop. Indirect Costs |                       | \$0.00 |

|                   |               |
|-------------------|---------------|
| <b>TOTAL COST</b> | <b>\$0.00</b> |
|-------------------|---------------|



**24-SA-11052000-056**

**APPENDIX E**

**SCHEDULE OF ITEMS AND SPECIFICATIONS – Initial Project**

**Schedule of Items**

*(Complete table to include the project items.)*

**SCHEDULE OF ITEMS:**

| Item Number | Description                                 | Unit of Measure | Quantity | Unit Price \$ | Total \$       |
|-------------|---------------------------------------------|-----------------|----------|---------------|----------------|
| 1           | <b>Grizzly Flat Product Removal</b>         |                 |          |               |                |
| 1.1         | Cull Log and Biomass Removal/Transportation | Tons            | 91,469   | \$30.00       | \$2,744,068.20 |

**SPECIFICATIONS.** *[By item number, describe the type of work, i.e., slash treatment, weed treatments, etc. and the corresponding specifications.]:*

**Item 1: Grizzly Flat Product Removal**

**Item 1.1: Cull Log and Biomass Removal/Transportation**

See Appendix B (“Technical Proposal”), “Plan of Operation” for specifications. GSNR will identify and contract with sawmills or other wood products industry participants for the purchase of these residual materials at market rate, in accordance with the procedures set forth in Appendix B. Service work for the removal of these previously felled materials from forest lands and transportation to the end-user will likewise be performed by subcontractors as set forth in Appendix B.

Associated work with this item includes the following:

Road maintenance (blading and watering). See Appendix F10-b.

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

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

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





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

Removing may be substituted for treatment of any other specified method.

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

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



**24-SA-11052000-056**

**APPENDIX F**

**Material/Product Removal Specifications**

The material/product specifications set forth in this Appendix are Forest Service standard provisions covering a wide range of stewardship activities, some of which may be applicable to removal and transportation activities under the RMSP. The particular specifications applicable to each additional removal and transportation project will be set forth in amendments/modifications to this Appendix approved for that project as set forth above.

**F.1 – Location and Area -**

|                                   |             |                                    |                                                                                                                                                     |
|-----------------------------------|-------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| This Stewardship Project Area of: | Approx. 800 | acres more or less are located in: | T9N, R13E, Sections 11, 13, 14, 23, 24, 25, 27, 28, 33, 34, 36, T9N, R14E, Sections 4, 5, 7-10, 14, 15, 19, 21, 28-30, 32, 33, MDM, Eldorado County |
|-----------------------------------|-------------|------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|

**F.2 -Volume Estimate and Utilization Standards.**

| Species               | Product   | Estimated Quantity | Unit of Measure | Minimum Specifications                 |                                   |                              |                                            |                      |
|-----------------------|-----------|--------------------|-----------------|----------------------------------------|-----------------------------------|------------------------------|--------------------------------------------|----------------------|
|                       |           |                    |                 | Merchantable Tree                      |                                   | Piece Required to be Removed |                                            |                      |
|                       |           |                    |                 | Diameter Breast High (d.b.h.) (inches) | Number of Minimum Pieces per Tree | Length (feet)                | Diameter Inside Bark at Small End (inches) | Net Merch. Factor 1/ |
| Combined Softwood     | Cull Logs | 91,469             | Tons            | NA                                     | NA                                | 10                           | 6                                          | NA                   |
| Combined Softwood     | Biomass   | Un-estimated       | Tons            | NA                                     | NA                                | 8                            | 4                                          | NA                   |
| <b>Total Quantity</b> |           | 91,469+            |                 |                                        |                                   |                              |                                            |                      |

1/ Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

**F.3- High Stumps.**

| Species    | Product    | Maximum Stump Height (inches) |
|------------|------------|-------------------------------|
| <u>N/A</u> | <u>N/A</u> | <u>N/A</u>                    |

**F.4– Timber Rates. (Scaled)**

| Cutting Unit Number | Approx. Acres |                   |                       |          |                 | Rate of Payment \$/UOM | Required Deposit per unit of measure |
|---------------------|---------------|-------------------|-----------------------|----------|-----------------|------------------------|--------------------------------------|
|                     |               | Species           | Product               | Quantity | Unit of Measure |                        |                                      |
| 01                  |               | Combined Softwood | Cull Logs and biomass | 91,469   | Tons            | \$0.10                 |                                      |



**F.5 - Timber Rates. (Tree Measurement) – N/A**

| Payment<br>Unit<br>Number | Approx.<br>Acres |         |         |          |                    | Total<br>Payment | Required<br>Deposit per<br>Payment<br>Unit |
|---------------------------|------------------|---------|---------|----------|--------------------|------------------|--------------------------------------------|
|                           |                  | Species | Product | Quantity | Unit of<br>Measure |                  |                                            |
|                           |                  |         |         |          |                    |                  |                                            |

**F.6 - Timber Designations.** Timber designated for cutting shall be confined to the Stewardship Project Area. No undesignated timber shall be cut without prior notification to and approval of the Forest Service. Prescriptions/timber designations are included later in this subsection. N/A

|                            | Number | Acres |
|----------------------------|--------|-------|
| Clearcutting Units         |        |       |
| Specified Road Clearing    |        |       |
| Overstory Removal Units    |        |       |
| Understory Removal Units   |        |       |
| Individual Trees           |        |       |
| Incompletely Marked Timber |        |       |

**F.7 - Cutting Unit Boundary Designation.** The boundaries of cutting units are designated as shown in the following table. The trees used for boundary designation are not to be cut.

| Cutting Unit | Paint Color | Designation |
|--------------|-------------|-------------|
| N/A          | N/A         | N/A         |

**F.8 Tree Designation/Prescriptions.**

Decked Logs at identified landings within Project Area shown on Project Area Map.

**F.9- Control of Operations.** Under this Agreement, “Partner’s Operations” shall include activities of or use of equipment of Partner, Partner’s employees, agents, contractors, Sub-contractors, or their employees or agents, acting in the course of their employment in operations hereunder on National Forest lands or within Forest Service protection boundary (unless acting under the immediate supervision of Forest Service). Partner’s Operations shall be conducted in a workmanlike and orderly manner. The timing of required Forest Service designation of work on the ground and the performance of other Forest Service work shall not be such as to cause unnecessary delay to Partner.

**F.10 - Roads.** GSNR is authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for conducting treatments on National Forest and other lands where Forest Service has such authority. As used in this Supplemental Project Agreement,



“construct” includes “reconstruct.”

|                                 |             |                     |                                 |                                        |                                   |               |                       |
|---------------------------------|-------------|---------------------|---------------------------------|----------------------------------------|-----------------------------------|---------------|-----------------------|
| <b>F.10-a– Specified Roads.</b> |             |                     |                                 |                                        |                                   |               |                       |
| Name and Date of Governing Road |             |                     |                                 |                                        |                                   |               |                       |
| Specifications: N/A             |             |                     |                                 |                                        |                                   |               |                       |
|                                 |             |                     |                                 |                                        |                                   |               |                       |
| <b>Project</b>                  |             | <b>Design Class</b> | <b>Approx. Length (mi./km.)</b> | <b>Sheet Numbers and Approval Date</b> | <b>Performance Responsibility</b> |               |                       |
| <b>Road No.</b>                 | <b>Name</b> |                     |                                 |                                        | <b>Survey</b>                     | <b>Design</b> | <b>Const. Staking</b> |
| N/A                             |             |                     |                                 |                                        |                                   |               |                       |

**F.10-b - Road Maintenance Requirements.** GSNR shall maintain roads in accordance with the following Road Maintenance Requirements. Additional roads will be added to the maintenance schedule with future modifications as necessary.

#### Road Maintenance Requirements Summary

| Road | Termini |    | Miles | Applicable Pre Haul / During Haul / Post Haul Road Maintenance Specifications |  |  |  |  |  |  |  | 811* | 812* |
|------|---------|----|-------|-------------------------------------------------------------------------------|--|--|--|--|--|--|--|------|------|
|      | From    | To |       |                                                                               |  |  |  |  |  |  |  |      |      |
| 9N45 |         |    | 1.7   |                                                                               |  |  |  |  |  |  |  | P    | P    |

P = Partner Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

**\*Standard Road Maintenance Specification Requirements for T-811 Blading and T-812 Dust Abatement will be provided to GSNR by the Forest Service prior to commencement of project.**

**F.10-c - Use of Roads By the Partner.** GSNR’s use of existing roads identified on Stewardship Project Area Map by the following codes is prohibited or subject to restrictive limitations, unless agreed to otherwise:

| Code | Use Limitations                                                     |
|------|---------------------------------------------------------------------|
| X    | Hauling prohibited                                                  |
| R    | Hauling restricted                                                  |
| U    | Unsuitable for hauling prior to completion of agreed reconstruction |
| P    | Use prohibited                                                      |
| A    | Public use restriction                                              |
| W    | Regulation waiver                                                   |

Roads coded A will be signed by the Forest Service to inform the public of use restrictions. GSNR's use of roads coded R, A, or W shall be in accordance with the following restrictions:



r c oa

| Road Number | Road Name | Termini |    | Map    | Description of Restrictions |
|-------------|-----------|---------|----|--------|-----------------------------|
|             |           | From    | To | Legend |                             |
| N/A         |           |         |    |        |                             |

**F.11– Scaling Instructions and Specifications.**

Name and Date of Governing Instructions: FSH 2409.11a, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Governing instructions for products contained in E.2.

**F.12– Scaling Services.**

| Species           | Product               | Unit of Measure | Site and Geographic Location | Method | Standard Estimated Cost per Unit \$ |
|-------------------|-----------------------|-----------------|------------------------------|--------|-------------------------------------|
| Combined Softwood | Cull Logs and biomass | Tons            | See F.1 of this Appendix     | Weight | N/A                                 |

**F.13 - Advance Deposits.** GSNR agree(s) to make advanced deposits in advance of cutting. These deposits may be in the form of cash, acceptable payment bond, earned stewardship credit or any combination thereof. Advanced deposits will be in such amounts as to maintain an unobligated balance sufficient enough to cover the value of timber to be cut. Forest Service and GSNR will agree on a systematic approach to provide sufficient advanced deposits.

If the credit balance in the IRSA is less than the amount due for timber, the Forest Service will suspend all or any part of GSNR's operations until payment or acceptable payment guarantee is received.

**F.14- Title Passage.**

Scaled. All right, title, and interest in and to any included timber shall remain with the Forest Service until it has been cut, scaled, and removed from the Stewardship Project Area or other authorized cutting area, and paid for, at which time title shall then vest with GSNR. Timber cut under cash deposit or acceptable payment guarantee shall be considered to have been paid for. Title to any included timber that has been cut, scaled and paid for, but not removed from the Stewardship Project Area or other authorized cutting area by GSNR on or prior to the termination date, shall remain with the Forest Service.

*N/A Tree Measurement. All right, title, and interest in and to any included timber shall remain with the Forest Service until it has been measured, paid for, and removed from the Stewardship Project Area or other authorized cutting area, at which time title shall then vest with GSNR. Timber cut under cash deposit or acceptable payment guarantee shall be considered to have been paid for. Title to any included timber that has been measured and paid for, but not*





*removed from the Stewardship Project Area or other authorized cutting area by GSNR on or prior to the termination date, shall remain with the Forest Service.*

### **F.15– Liability.**

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

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

### **Limited Liability for Operations Fires.**

**Maximum Amount of GSNR's Obligation per Operation's Fire.** Entry should be determined as follows and rounded up to the nearest \$100. The minimum amount will be \$1,000.00.

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

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

20 Workers

(2) Equals the daily (12 hour) wage rate for semi-skilled (AD-C) firefighter.

\$ 19.72 /Hr. x 12 hours = \$ 236.64

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

### **Cooperator's Obligation per Operations Fire:**

**Maximum Amount: \$ 23,700**



## **F.16 – Use of Timber**

- (a) This Agreement is subject to the Forest Resources Conservation and Shortage Relief Act of 1990, as amended (16 USC 620, *et seq.*).
- (b) Except for **NONE** determined pursuant to public hearing to be surplus, unprocessed Included Timber shall not be exported from the United States nor used in direct or indirect substitution for unprocessed timber exported from private lands by Partner or any person as defined in the Act (16 USC 620e).
- (c) Timber in the following form will be considered unprocessed:
- (i) Trees or portions of trees or other roundwood not processed to standards and specifications suitable for end product use;
  - (ii) Lumber, construction timbers, or cants intended for remanufacturing not meeting standards defined in the Act (16 USC 620e); and
  - (iii) Aspen or other pulpwood bolts exceeding 100 inches in length.
- (d) Unless otherwise agreed in writing, unprocessed Included Timber shall be delivered to a domestic pro-processing facility and shall not be mixed with logs intended for export.
- (e) Prior to award, during the life of this SPA and for a period of 3 years from Termination Date, Partner shall furnish to Forest Service, upon request, records showing the volume and geographic origin of unprocessed timber from private lands exported or sold for export by Partner or affiliates.
- (f) Prior to delivering unprocessed Included Timber to another party, Partner shall require each buyer, ex-changee, or recipient to execute an acceptable agreement that will:
- (i) Identify the Federal origin of the timber;
  - (ii) Specify domestic processing for the timber involved;
  - (iii) Require the execution of such agreements between the parties to any subsequent transactions involving the timber;
  - (iv) Require that all hammer brands and/or highway yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable; and
  - (v) Otherwise comply with the requirements of the Act (16 USC 620d).
- (g) No later than 10 days following the execution of any such agreement between Partner and another party, Partner shall furnish to Forest Service a copy of each such agreement. Partner shall retain, for 3 years from Termination Date, the records of all sales, exchanges, or dispositions of all Included Timber.
- (h) Upon request, all records dealing with origin and disposition of Included Timber shall be made available to Contracting Officer.
- (i) For breach of this Subsection, Forest Service may terminate this SPA and take such other action as may be provided by statute or regulation, including the imposition of penalties. When terminated by Forest Service under this Subsection, Forest Service will not be liable for any Claim submitted by Partner relating to the termination.



**24-SA-11052000-056**  
**APPENDIX G**  
**GUIDELINES FOR OPERATIONS**

The Guidelines for Operations set forth in this Appendix are Forest Service standard provisions covering a wide range of stewardship activities, some of which may be applicable to removal and transportation activities under the RMSP. The particular Guidelines applicable to each removal and transportation project will be set forth in amendments to this Appendix approved for that project as set forth above.

The following Guidelines for Operations apply to activities under this Stewardship Agreement, when relevant to the project. These guidelines are intended to clarify the expectations of the parties related to these specific areas of operations.

1. **Stewardship Project Area Map (Map).** This is the boundary of the Stewardship Project Area as shown in Appendix C and designated on the ground by the Forest Service to meet the anticipated needs of the parties. The following are identified on the Map:
  - a) Identified patented claims.
  - b) Boundaries of all harvest and stewardship treatment units.
  - c) Diameter limits for overstory and understory removal units.
  - d) Areas where leave trees are marked to be left uncut.
  - e) Specified roads.
  - f) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items.
  - g) Roads where log hauling or use is prohibited or restricted.
  - h) Roads and trails to be kept open.
  - i) Improvements to be protected.
  - j) Locations of known wildlife or plant habitat and cave resources to be protected.
  - k) Locations of areas known to be infested with specific invasive species of concern.
  - l) Maximum stump heights when more than one height is listed by areas.
  - m) Skidding or yarding methods.
  - n) Streamcourses to be protected.
  - o) Locations of meadows requiring protection.
  - p) Locations of wetlands requiring protection.
  - q) Locations of temporary roads to be kept open.
  - r) Payment units, if required.
2. **Use of Roads by the Partner.** GSNR is/are authorized to use existing National Forest system roads and specified roads. The Parties will determine that such use will not cause damage to the roads or National Forest resources.
3. **Plan of Operations for Roads.** Annually, prior to start of operations, GSNR will prepare a supplement to the Technical Proposal that shall include a schedule of proposed maintenance and construction progress and a description of planned measures to be taken to provide erosion control for work in progress, including special measures to be taken on any segments



of construction not substantially completed prior to periods of seasonal precipitation or runoff. GSNR shall submit a revised schedule when they propose a significant deviation from the progress schedule. Prior to beginning construction on any portion of specified roads identified as sensitive on plans, the parties shall agree on the proposed method of construction and maintenance.

4. **Protection of Residual Trees.** GSNR's operations shall not unnecessarily damage young growth or other trees to be reserved.
5. **Safety.** GSNR's operations shall facilitate the Forest Service's safe and practical inspection of GSNR's operations and conduct of other official duties on the Stewardship Project Area. GSNR has/have all responsibility for compliance with safety requirements for GSNR's employees.

When operations are in progress adjacent or on Forest Service controlled roads and trails open to public travel, GSNR shall furnish, install, and maintain all temporary traffic controls that provide the user with adequate warning of hazardous or potentially hazardous conditions associated with operations occurring in the area. The parties shall agree to a specific traffic control plan prior to commencement of work. Devices shall be appropriate to current conditions and shall be covered or removed when not needed.

During periods of general recreation activity within Stewardship Project Area or vicinity, the Forest Service may restrict road construction, timber cutting, yarding, and other harvesting operations to days other than Saturdays, Sundays, and holidays.

## LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS

All signs must be manufactured & installed as specified in the FHWA "**Manual on Uniform Traffic Control Devices**" (MUTCD) & FS publication "**Standards for Forest Service Signs & Posters**"( EM 7100-15).

### SIGN STANDARDS

**SHAPE & COLOR:** Generally, signs for logging and maintenance operations are either diamond-shaped or rectangular. All signs are **reflective orange background with black legend and border** unless shown otherwise. Handpainted, homemade signs are not legal. Fluorescent paint is not reflectorized.

**SUBSTRATE:** Sign substrate material may be High Density Overlay (HDO) Plywood, Aluminum, Fiberglass Reinforced Plastic, Corrugated Plastic or Roll-up Fabrics.

**SIGN SIZE:** Sign size is a factor of speed and MUTCD & FS standards. Where conditions of speed, volume, or special hazard require greater visibility or emphasis, larger signs should be used. Minimum sizes for the most common signs can be found in Figure 4. Refer to the EM-7100-15 for additional sign sizes.

**LEGEND:** All lettering shall be Series "C" alphabet, conforming to Standard Alphabets for Highway Signs. Letter size is also a function of speed - use letter size and word messages as specified in MUTCD and EM-7100-15.

### SIGN PLACEMENT

Signs are to be installed in locations as agreed to in the traffic control plan. All signs are to be removed, covered, or folded when operations are not in progress or the sign message is not applicable. Signs should generally be located on the right-hand side of the roadway. When special emphasis is needed, signs may be placed on both the left and right sides of the road. Sign message shall be clearly visible to road users, mounted on posts or portable sign stands.

#### LATERAL CLEARANCE

From the edge of the road - 2 foot minimum, where slope limits to less than 6 feet. 6-12 foot preferred.

#### HEIGHT

Minimum of 7 feet, measured from the bottom of the sign to the near edge of the travelway. The height to the bottom of a supplemental sign mounted below the primary sign will be 6 feet.

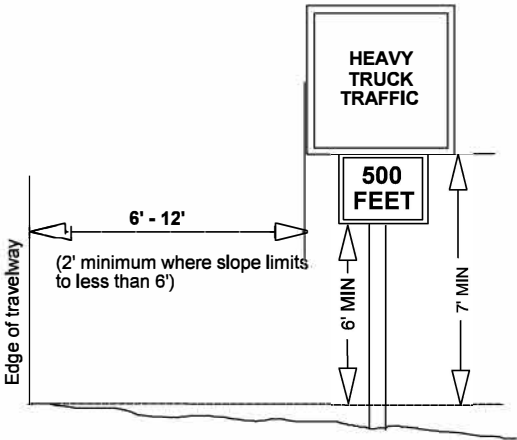


Figure 1: Sign Placement

Dimensions

#### PLACEMENT DISTANCE

Signs must be located 100-500 feet prior to the activity, (both ends if a through road) and maintained at that distance. This distance is based on speed. Refer to Figure 2 , Table II-1, MUTCD, a portion of which is reproduced here, to determine correct placement distance.

| Posted or<br>85 percentile<br>speed MPH | Deceleration to listed advisory speed<br>MPH |     |     |     |     |
|-----------------------------------------|----------------------------------------------|-----|-----|-----|-----|
|                                         | 10                                           | 20  | 30  | 40  | 50  |
| 20                                      | NA                                           |     |     |     |     |
| 25                                      | 100                                          |     |     |     |     |
| 30                                      | 150                                          | 100 |     |     |     |
| 35                                      | 200                                          | 175 |     |     |     |
| 40                                      | 275                                          | 250 | 175 |     |     |
| 45                                      | 350                                          | 300 | 250 |     |     |
| 50                                      | 425                                          | 400 | 325 | 225 |     |
| 55                                      | 500                                          | 475 | 400 | 300 |     |
| 60                                      | 575                                          | 550 | 500 | 400 | 300 |
| 65                                      | 650                                          | 625 | 575 | 500 | 375 |

Figure 2: A Portion of MUTCD TABLE II-1

### SIGN SUPPORTS

**POSTS:** Signs are to be mounted on separate posts. Supplemental signs such as Speed Advisory plates are to be mounted on the same post as the primary sign. *Do not mount signs on trees or other signs.* Posts may be wood, metal, carsonite or similar material. Where sign supports cannot be sufficiently offset from the road edge, supports will meet breakaway standards. Single wood posts with less than 24 square inches do not require breakaway design.

**TEMPORARY/PORTABLE SUPPORTS:** Portable supports may be used for short-term, short-duration, and mobile conditions. MUTCD defines this time period as one work shift, 12 hours or less. All portable supports must meet MUTCD standards, including breakaway. These must be a minimum of 1 foot above the road surface or more if visibility requires it.

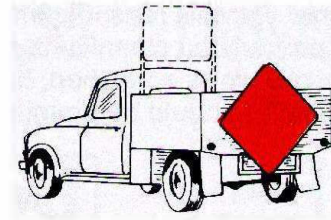
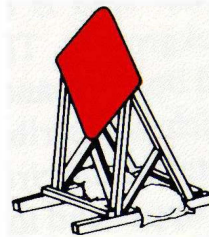
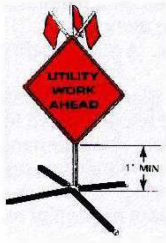


Figure 3: Examples of Temporary/Portable Supports

## SIGNS

The following signs meet the intent of the Safety standard. *This is not a complete listing of signs that may be needed.*



FG20-1-48\*  
FW22-3-30

FG20-2-48

FG20-3-42\*

FG20-3a-42



FW20-1-30\*

W21-3-30\*

FW21-4a-30

FW11-7-24

W22-1-36\*



FW8-6-24  
24\*

FW11-9a-24

W7-3a-24\*

W13-1-18\*\*

W20-7aP-

\* Specify Distance

Speed

\*\* Specify





BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

6. **Safety (Timber Hauling).** GSNR shall secure all products transported by truck with at least two chain or cable wrappers over the load, such wrappers being securely fastened to effectively contain every bolt or log in at least two places.
7. **Accident and Injury Notification.** GSNR shall notify Forest Service of any lost time personal injury accident or any accident or vandalism resulting in personal property damage over \$400 in value that occurs as a result of or is associated with GSNR's Operations.

GSNR shall notify Forest Service within 8 hours of any personal injury accident. For vandalism and personal property accidents, GSNR shall notify Forest Service at the same time notification is given to the state and local law enforcement authorities.

GSNR shall take all reasonable measures after an accident or vandalism event to preserve the scene of the incident and provide information to facilitate a Forest Service investigation.

8. **Sanitation and Servicing.** GSNR shall take all reasonable precautions to prevent pollution of air, soil, and water by GSNR's operations. Precautions shall include if facilities for employees are established on the Stewardship Project Area, they shall be operated in a sanitary manner. The parties shall agree to the cleanup and restoration of a polluted site. GSNR shall maintain all equipment operating on Stewardship Project Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. GSNR shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. GSNR shall furnish oil-absorbing mats for use under all stationary equipment or equipment being serviced to prevent leaking or spilled petroleum-based products from contaminating soil and water resources. GSNR shall remove from National Forest lands all contaminated soil, vegetation, debris, vehicle oil filters (drained of free-flowing oil), batteries, oily rags, and waste oil resulting from use, servicing, repair, or abandonment of equipment.
9. **Prevention of Oil Spills.** If GSNR maintain(s) storage facilities for oil or oil products on the Stewardship Project Area, GSNR shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, GSNR shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements (40 CFR 112), including certification by a registered professional engineer. GSNR shall notify the Forest Service and appropriate agencies of all reportable (40 CFR 110) spills of oil or oil products on or in the vicinity of the Stewardship Project Area that are caused by GSNR's employees, agents, contractors or their employees or agents, directly or indirectly, as a result



of GSNR's operations. GSNR will take whatever initial action may be safely accomplished to contain all spills.

10. **Hazardous Substances.** GSNR shall notify the National Response Center and Forest Service principal contact of all releases of reportable quantities of hazardous substances on or in the vicinity of the Stewardship Project Area that are caused by GSNR's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of GSNR's operations, in accordance with 40 CFR 302.

11. **Washing Equipment.** In order to prevent the spread of noxious weeds into the Stewardship Project Area, GSNR shall be required to clean all off-road logging and construction equipment **prior** to entry on to the Stewardship Project Area. This cleaning shall remove all soil, plant parts, seeds, vegetative matter, or other debris that could contain or hold seeds. Only logging and construction equipment so cleaned and inspected by GSNR will be allowed to operate within the Stewardship Project Area. All subsequent move-ins of equipment to the Stewardship Project Area shall be treated in the same manner as the initial move in. "Off-road equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

GSNR shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seed, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools is not required.

As agreed upon, GSNR shall inspect equipment at cleaning location, and provide documentation of inspection to the Forest Service.

New infestations of noxious weeds, of concern to Forest Service and identified by either GSNR or Forest Service, on the Stewardship Project Area or on the haul route, shall be promptly reported to the other party. GSNR and Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found. A current list of noxious weeds of concern to Forest Service is available at each Forest Service office.

12. **Conduct of Logging.** Unless otherwise specifically provided herein, GSNR shall fell trees designated for cutting and shall remove the portions that meet Utilization Standards, prior to acceptance of work for completion of logging and stewardship projects. Forest Service may make exceptions for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber.
13. **Felling and Bucking.** Felling shall be done to minimize breakage of included timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces. GSNR may buck out cull material when necessary to produce pieces meeting utilization standards. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net scale in



percentage of gross scale, or based on the merchantability factor. If necessary to assess extent of defect, GSNR shall make sample saw cuts or wedges.

14. **Felling in Clearings.** Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside clearcutting units, construction clearings, and areas of regeneration cutting.
15. **Stump Heights.** Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Appendix E except that occasional stumps of greater heights are acceptable when GSNR determine(s) that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, GSNR shall re-cut high stumps so they will not exceed heights specified in F-14 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in Appendix F were selected with the objective of maximum reasonable utilization of the timber, unless the Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.
16. **Bucking Lengths.** Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting utilization standards.
17. **Limbing.** GSNR shall cut exposed limbs from products prior to skidding, as necessary to minimize damage to the residual stand during skidding. GSNR may leave uncut those limbs that cannot be cut with reasonable safety.
18. **Skidding and Yarding.** Methods of skidding or yarding specified for particular areas, if any, are indicated on the Map. Outside clearcutting units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.
19. **Rigging.** Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.
20. **Landings and Skid Trails.** Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.
21. **Arches and Dozer Blades.** Skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside clearcutting units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.
22. **Protection of Streamcourses.** GSNR's Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (d). In event GSNR cause(s) debris to enter streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, GSNR shall remove such debris



as soon as practicable, but not to exceed 2 days, and in an agreed manner that will cause the least disturbance to streamcourses.

- a) Culverts or bridges shall be required on Temporary Roads at all points where it is necessary to cross Streamcourses. Such facilities shall be of sufficient size and design and installed in a manner to provide unobstructed flow of water and to minimize damage to streamcourses. Trees or products shall not be otherwise hauled or yarded across streamcourses unless fully suspended.
- b) Wheeled or track-laying equipment shall not be operated in streamcourses, except at crossings agreed to by GSNR and the Forest Service or as essential to construction or removal of culverts and bridges.
- c) Flow in streamcourses may be temporarily diverted only if such diversion is necessary for GSNR's planned construction and Forest Service gives written authorization. Such flow shall be restored to the natural course as soon as practicable and, in any event, prior to a major storm runoff period or runoff season.

**23. Erosion Prevention and Control.** GSNR's operations shall be conducted reasonably to minimize soil erosion. Equipment shall not be operated when ground conditions are such that excessive damage will result. GSNR shall adjust the kinds and intensity of erosion control work done, to ground conditions and weather conditions and the need for controlling runoff. Erosion control work shall be kept current immediately preceding expected seasonal periods of precipitation or runoff.

Prior to periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, GSNR shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

Unless otherwise agreed in writing, GSNR shall complete erosion prevention and control work, including streamcourse protection, within 15 calendar days after completion of skidding and/or yarding operations for each landing.

Designation of on the ground work shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground.

During periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, GSNR shall inspect and open culverts and drainage structures, construct special cross ditches for road runoff, and take other reasonable measures needed to prevent soil erosion and siltation of streams.

When operations are active, erosion control work will be kept current and will be completed as soon as practicable.

**24. Protection of Improvements.** So far as practicable, GSNR shall protect specified roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):

- a) Existing in the operating area,



- b) Determined to have a continuing need or use, and
- c) Designated on the Map.

GSR shall keep roads and trails needed for fire protection or other purposes and designated on the Map reasonably free of equipment and products, slash, and debris resulting from GSR's operations. GSR shall make timely restoration of any such improvements damaged by GSR's operations and, when necessary because of such operations, shall move such improvements.

25. **Meadow Protection.** Reasonable care shall be taken to avoid damage to the cover, soil, and water in meadows shown on the Map. Vehicular or skidding equipment shall not be used on meadows, except where roads, landings, and tractor roads are approved. Unless otherwise agreed, trees felled into meadows shall be removed by endlining. Resulting logging slash shall be removed where necessary to protect cover, soil, and water.
26. **Wetlands Protection.** Wetlands requiring protection under Executive Order 11990 are shown on the Map. Vehicular or skidding equipment shall not be used in such wetlands, except where roads, landings, and tractor roads are approved.
27. **Temporary Roads.** As necessary to attain stabilization of roadbed and fill slopes of temporary roads, GSR shall employ such measures as outslowing, drainage dips, and water-spreading ditches. After a temporary road has served GSR's purpose, GSR shall give notice to the Forest Service and shall remove bridges and culverts, eliminate ditches, outslope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise agreed to. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.
28. **Temporary Roads to Remain Open.** All bridges and culverts shall remain in place and ditches shall not be eliminated on Temporary Roads, shown as "Remained Open on the Map. All drainage structures shall be left in functional condition.
29. **Landings.** After landings have served GSR's purpose, GSR shall ditch and slope them to permit water to drain or spread. Unless agreed to otherwise, cut and fill banks around landings shall be sloped to remove overhangs and otherwise minimize erosion.
30. **Skid Trails and Fire Lines.** GSR shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where needed to prevent erosion. By agreement, GSR may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.
31. **Current Operating Areas.** Where logging, road construction, or other stewardship project work is in progress but not completed, unless agreed to otherwise, GSR shall, before operations cease annually, remove all temporary log culverts and construct temporary cross drains, drainage ditches, dips, berms, culverts, or other facilities needed to control erosion. Such protection shall be provided, for all disturbed, unprotected ground that is not to be



disturbed further prior to end of operations each year, including roads and associated fills, tractor roads, skid trails, and fire lines. When weather permits operations, GSNR shall keep such work on any additional disturbed areas as up to date as practicable.

32. **Erosion Control Structure Maintenance.** During the period of this Stewardship Agreement, GSNR shall provide maintenance of soil erosion control structures constructed by GSNR until they become stabilized, but not for more than one year after their construction.
33. **Slash Disposal.** GSNR's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by GSNR are stated in Appendix E.
34. **Scaling.** Scaling includes:
- a) Various volume determination methods, such as log rule, sampling, measuring, linear measuring, counting, weighing, or another method or combination of methods;
  - b) Various sites, such as truck Scaling stations, rollways, weighing stations, woods landings, water Scaling stations, or other sites.
  - c) Various geographic locations.
35. **Scaling Services.** Scaling services shall be performed by Forest Service personnel or parties under contract to Forest Service, except that weighing services may be performed by personnel or parties approved by the Forest Service. Scaling shall be provided in accordance with the instructions and specifications in Appendix F. Scalers shall be currently certified to perform accurate Scaling services. The scaling services provided shall be selected exclusively by the Forest Service. Scaling services may be continuous, intermittent, or extended.
- a) Continuous scaling services is scaling at one site five (5) 8-hour shifts a week, exclusive of Sundays and Federal holidays.
  - b) Intermittent scaling services are non-continuous scaling services.
  - c) Extended scaling services are scaling services exceeding continuous scaling services and may include Sundays and designated Federal holidays.

As mutually agreed to by the parties, the Forest Service may provide other services, such as but not limited to grading, tagging, or marking of Scaled logs.

36. **Scaling Location.** The Forest Service shall provide scaling services at the scaling site(s) shown in Appendix F. The Scaling site(s) shown in Appendix F normally will be a non-exclusive site where more than one National Forest GSNR may be served. GSNR may request, in writing, an alternate scaling site, such as at a private mill yard, private truck ramp, or a privately operated log transfer facility. The Forest Service may approve an alternate scaling site, when the Forest Service determines that scaling conditions at an alternate site are acceptable. Such conditions shall include at a minimum:
- a) Scaler safety and comfort,
  - b) Product accountability and security,





- c) Facilities and practices conducive to accurate and independent Scaling, and
- d) The ability to provide for remote check Scaling.

Upon approval of an alternate scaling site, the Forest Service and GSNR shall enter into a written memorandum of agreement governing Scaling at that alternate location. GSNR agree(s) that Forest Service personnel or persons under contract with the Forest Service shall perform scaling services at an alternative scaling site. In no instance shall GSNR perform scaling services.

**37. Scaling Adjustments.** The Forest Service shall check the accuracy of the scaling performed on National Forest logs. Scaling will be satisfactory if performed within the accuracy standards in governing instructions identified in Appendix F. In the event the Forest Service check scale(s) shows a variance in net scale in excess of the allowable variance, an adjustment to volume reported scaled may be made by the Forest Service. Such adjustment will be based on the difference between Forest Service check Scale(s) and original Scale for Stewardship Agreement volume Scaled within the adjustment period. The volume to which this difference will be applied will be:

- a) One-half of the volume Scaled between the last satisfactory check Scale and the first unsatisfactory check Scale or, if a period of 120 days or more occurs without Scaling National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled after this period and
- b) 100 percent of the volume Scaled between unsatisfactory check Scales and
- c) One-half of the volume Scaled between the last unsatisfactory check Scale and the next satisfactory check Scale, or if no satisfactory check Scale is completed and a period of 120 days or more occurs without Scaling of National Forest timber for stumpage, the adjustment will be applied to 100 percent of the volume Scaled since the last unsatisfactory check Scale.

Adjustments may increase or decrease the original Scaled volume. Adjustments will be applied to Integrated Resource Account to correct charges for Included Timber, plus deposits, Scaled during the adjustment period.

**38. Weighing Services.** Weighing services for stumpage payment purposes may be provided by either public or privately owned and operated weighing facilities. A "Weighing Services Agreement," approved by the Forest Supervisor, must be executed at each weighing facility providing weighing services.

Scales used to weigh National Forest products for payment purposes must be a currently certified scale in accordance with State law and be capable of weighing the entire load of logs in a single operation. The weighing of less than the entire load or weighing two loads at once is prohibited. Unless otherwise agreed, the minimum sized weighing facility shall be a 60-ton capacity scale with a 10 foot by 70 foot platform or larger. The weighmaster must work in a position where it is possible to verify that the truck wheels are on or off the scales. Weighing facilities shall meet the following minimum requirements:

- a) Be an electronic design,
- b) Use electronic load cells or have a fully enclosed and sealed weigh-beam,
- c) Have digital weight meters sealed with a seal approved by the State,



- d) Have a zero interlocking device on the printer,
- e) Have an automatic zero-setting mechanism,
- f) Have an automatic motion-detecting device,
- g) Be shielded against radio or electromagnetic interference, and
- h) Have a date and time stamp and gross and tare weights that print electronically with each weighing. The Forest Service may waive electronic printing for public or third party weighing facilities. GSNR shall bear all charges or fees for weighing services.

39. **Presentation for Scaling.** GSNR shall present products so that they may be Scaled in an economical and safe manner.

40. **Accountability.** When Scaling is performed away from Stewardship Project Area, products shall be accounted for in accordance with Forest Service written instructions, as follows:

- a) GSNR shall plainly mark or otherwise identify products prior to hauling;
- b) Forest Service shall issue removal receipts to GSNR;
- c) GSNR shall assign a competent individual at the landing to complete removal receipts and attach them to each load of products removed from Stewardship Project Area;
- d) Removal receipts shall be returned to Forest Service at periodic intervals;
- e) When products are in transit, the truck driver shall possess or display removal receipt and show it upon request as evidence of authority to move products;
- f) The scaler's portion of removal receipt shall be surrendered at point of Scaling, the unloading point, or as requested by Forest Service; and
- g) GSNR shall notify Forest Service of lost or off-loaded logs and their location within 12 hours of such loss. GSNR shall not place products in storage for deferred Scaling until an accountability system has been agreed to in writing for a stated period.

41. **Route of Haul.** As part of the annual Operating Schedule, GSNR shall furnish a map showing the route of haul over which unscaled products will be transported from the Stewardship Project Area to the approved Scaling location. Such route of haul shall be the shortest, most economical haul route available between the points.

Upon advance written agreement, other routes may be approved. All unscaled products removed from Stewardship Project Area shall be transported over the designated routes of haul. GSNR shall notify Forest Service when a load of products, after leaving Stewardship Project Area, will be delayed for more than 12 hours in reaching Scaling location. GSNR shall require truck drivers to stop, if requested by Forest Service, for the following reasons:

- a) For accountability checks when products are in transit from Stewardship Project Area to the designated Scaling location or
- b) For a remote check Scale when products are in transit after being truck Scaled at the designated Scaling location.

GSNR and Forest Service shall agree to locations for accountability checks and remote check Scales in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. The Forest Service shall notify GSNR of the methods to be used to alert truck drivers of an impending stop.



42. **Product Identification.** Before removal from the Stewardship Project Area, unless the Forest Service determines that circumstances warrant a written waiver or adjustment, GSNR shall:
- a) Hammer brand all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter.
  - b) West of the 100th meridian, paint with a spot of highway-yellow paint all domestic processing products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Each paint spot must be not less than three (3) square inches in size.

The Forest Service shall assign brands and, if the Stewardship Project Area is within a State that maintains a log brand register, brands shall be registered with the State. GSNR shall use assigned brand exclusively on logs under this Stewardship Agreement until Forest Service releases brand. GSNR will furnish and apply highway-yellow paint of a lasting quality (oil-base or equivalent).

All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed. GSNR shall replace identifying marks if they are lost, removed, or become unreadable. GSNR may remanufacture products into different log lengths. Except for logs remanufactured as part of the mill infeed process immediately before processing, remanufactured products must be rebranded with the assigned Stewardship Agreement brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by the Forest Service Representative. For such remanufactured products, Forest Service may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned Stewardship Agreement brand.

43. **Scaling Lost Products.** The volume of lost products shall be determined by the best methods currently available, using data from the records for the period in which the loss occurred or the most applicable period if loss should occur substantially after cutting. In the absence of specific information indicating size or species of lost products, species distribution and volume for entire truckloads shall be assumed to be the same as the average volume Scaled per truck during the report period, and for individual products it shall be assumed that the volume and species were the average volume of the highest priced species Scaled during the report period.
44. **Scaling Lost Sample Loads.** If Scaling is being done by sampling loads of logs, GSNR shall present such sample loads for Scaling by Forest Service. If loads of logs selected to be sample Scaled are placed in the decks before they are Scaled, they will be considered as lost sample loads. It will be difficult, if not impossible, to determine the volume and species contained in such loads for payment purposes. Therefore, lost sample loads will be deemed to have a Scale volume and species composition equal to that of the highest value load Scaled during the sampling period, as established by Forest Service. If no sample loads were Scaled during the period, the Scale data for the high valued load will be taken from the most current preceding sampling period with Scale. Sample loads lost as a result of Forest Service actions shall be treated as non-Scaled loads.



45. **Scale Reports.** The Forest Service shall provide GSNR a copy of Forest Service scaler's record, if requested in writing.

**46. Fire Precautions and Control.**

- a) **Plans.** Prior to initiating GSNR's operations during Fire Precautionary Period, GSNR shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on the Stewardship Project Area and other areas of GSNR's Operations. Such plan shall include a detailed list of personnel and equipment at GSNR disposal for implementing the plan.
- b) **Fire Precautions.** Specific fire precautionary measures listed in this Appendix shall be applicable during GSNR's Operations in "Fire Precautionary Period" described. The dates of Fire Precautionary Period may be changed by agreement, if justified by unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during GSNR's operations in Fire Precautionary Period.
- c) **Substitute Precautions.** The Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.
- d) **Emergency Precautions.** The Forest Service may require the necessary shutting down of equipment on portions of GSNR's Operations, as specified by the emergency fire precautions schedule. Under such conditions, after GSNR cease(s) active operations, GSNR shall release for hire by Forest Service, if needed, GSNR's shutdown equipment for fire standby on the Stewardship Project Area or other areas of GSNR's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by GSNR for other fire fighting or protection from fire. Equipment shall be paid for at fire fighting equipment rates common in the area or at prior agreed rates and, if GSNR request(s), shall be operated only by personnel approved by GSNR. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.
- e) **Fire Precautionary Period and Fire Precautions.** Specific fire precautionary measures are set forth below. Upon request of Forest Service, GSNR shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. GSNR shall promptly remedy deficiencies found through such inspecting and testing.
  1. The following requirements shall apply during the period **April 1 – December 31** and during other such periods as specified by Forest Service.
  2. Regional Fire Precautions shown below:



C7.2# - SPECIFIED FIRE PRECAUTIONS. (06/2012)

Purchaser or a designated Purchaser's Representative shall certify compliance with specific Timber Sale Contract and California Public Resources Code (CPRC) fire precautionary measures in B7.1 Plans, C7.2# and C7.22#. Certification shall be provided prior to starting operations during Fire Precautionary Period and shall be updated as needed.

Listing of specific fire precautionary measures in the following subsections is not intended to relieve Purchaser in any way from compliance with State fire laws covering fire prevention and suppression equipment applicable to Purchaser's Operations.

Upon request of Forest Service, Purchaser shall permit and assist in periodic testing and inspection of required fire equipment.

The following definitions shall apply to C7.2# and C7.22#:

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

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

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

Specific equipment requirements and fire precautionary measures are shown in the following table and in C7.22#:

A. Fire Tools and Equipment Purchaser shall meet applicable parts of Section 4428 of the CPRC.

Unless agreed otherwise, Fire tools kept at each Active Landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Purchaser's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. Fire tools shall be kept in a sealed fire toolbox adjacent to the Active Landing and readily accessible in event of fire.

Where cable yarding is used, Purchaser shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a serviceable 5-gallon backpack pump filled with water or a fire extinguisher bearing a label showing at least a 4-A rating must be within 25 feet of each tail and corner block.

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



inches and a 2-1/2-pound axe or larger with an overall length of not less than 28 inches.

All required fire tools shall be maintained in suitable and serviceable condition for firefighting purposes.

B. Fire Extinguishers

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

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

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

Purchaser shall equip all mechanized harvesting machines and log processors with hydraulic systems, powered by an internal combustion engine (e.g. masticator, chipper, feller/buncher, harvester, forwarder, Hot Saw, stroke delimber, etc.), with at least two 4-A:60-B:C fire extinguishers or an acceptable CAFS substitute identified in Section K.

C. Spark Arresters and Mufflers

Except for tractors and other equipment with exhaust-operated turbochargers, Purchaser shall equip each operating tractor and any other internal combustion engine with an approved spark arrester. There shall be no exhaust bypass on any system.

Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildfire Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be properly mounted and maintained according to manufacturer's specifications.

Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws

Each power saw shall be equipped with a spark arrester approved and maintained in effective working order as identified in the Spark Arrester Guide in Section C. above and according to applicable parts of CPRC Section 4442 or 4443. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating saw.

A size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can, but not more than 300 feet from each power saw when used off cleared landing areas.

E. Fire Supervisor & Fire Patrolperson

Purchaser shall designate in the fire plan required by B7.1 and furnish on Sale Area during operating hours a fire supervisor, named in writing and authorized to act on behalf of Purchaser in fire prevention and suppression matters.





Unless agreed otherwise, Purchaser shall furnish and designate in writing, a Fire Patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, the Fire Patrolperson is required to patrol the operation for the prevention and detection of fires, to take suppression action where necessary and to notify Forest Service as required under Sections I. Reporting Fires and L. Communications. This Fire Patrol is required on foot, unless otherwise agreed.

By written agreement, one Fire Patrolperson may provide patrol on this and adjacent projects or sales. No Fire Patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

F. Seasonal Permits

Purchaser shall obtain written permits from Forest Service before allowing welding, warming fires or burning, subject to C7.22# - Emergency Precautions.

G. Clearing of Fuels

Purchaser shall clear away, and keep clear, fuels and logging debris as follows:

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

H. Smoking

All smoking shall be confined within a car, truck, crew rig or other enclosed cab after 1:00 PM on Ev days and all hours on E days (C7.22#). At other times, any smoking shall be done while sitting in an area at least 3 feet in diameter, cleared of flammable materials. Burning tobacco and matches shall be extinguished before they are properly disposed.

I. Reporting Fires

As soon as feasible, but no later than **15 minutes** after discovery, Purchaser shall notify Forest Service of any fires on Sale Area or along roads used by Purchaser.



Tank Truck

Purchaser shall provide a water tank truck or trailer on or in proximity to Sale Area during Purchaser's Operations hereunder during Fire Precautionary Period unless otherwise agreed.

Tank truck or trailer shall contain at least 300 gallons of water and comply with the following requirements:

(1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Sale Area by Forest Service using a 5/16 inch orifice with a one inch in line test kit and shall meet or exceed the pressure values identified in the following table for nearest temperature and elevation:

| Temp | Sea Level |     | 1000 Feet |     | 2000 Feet |     | 3000 Feet |     | 4000 Feet |     | 5000 Feet |     | 6000 Feet |     | 7000 Feet |     | 8000 Feet |     | 9000 Feet |     | 10000 Feet |     |
|------|-----------|-----|-----------|-----|-----------|-----|-----------|-----|-----------|-----|-----------|-----|-----------|-----|-----------|-----|-----------|-----|-----------|-----|------------|-----|
|      |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |            |     |
|      |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |            |     |
|      |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |            |     |
|      |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |           |     |            |     |
| 55   | 179       | 23  | 174       | 23  | 169       | 23  | 165       | 22  | 161       | 22  | 157       | 22  | 153       | 22  | 150       | 21  | 146       | 21  | 142       | 21  | 139        | 21  |
| 70   | 175       | 23  | 171       | 23  | 166       | 22  | 162       | 22  | 158       | 22  | 154       | 22  | 150       | 21  | 147       | 21  | 143       | 21  | 139       | 21  | 136        | 20  |
| 85   | 171       | 23  | 168       | 23  | 163       | 22  | 159       | 22  | 155       | 22  | 151       | 21  | 147       | 21  | 144       | 21  | 140       | 21  | 136       | 20  | 133        | 20  |
| 100  | 168       | 23  | 164       | 23  | 159       | 22  | 155       | 22  | 152       | 22  | 148       | 21  | 144       | 21  | 141       | 21  | 137       | 20  | 133       | 20  | 131        | 20  |
|      | PSI       | GPM | PSI       | GPM | PSI       | GPM | PSI       | GPM | PSI       | GPM | PSI       | GPM | PSI       | GPM | PSI       | GPM | PSI       | GPM | PSI       | GPM | PSI        | GPM |

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

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

(3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

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



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

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

(6) This equipment and accessories shall be deliverable to a fire in the area of operations and is subject to the requirements for each specific activity level identified in C7.22#.

K. Compressed Air  
Foam System  
(CAFS)

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

1. Variable foam expansion ratio - 10:1 to 20:1.
2. Units shall be kept fully charged with air; water and foam concentrate as recommended by the manufacturer and have the appropriate tools to service the system.
3. The unit shall contain enough energy to empty tank and clear hose prior to exhausting propellant.
4. The unit shall be capable of being completely recharged within 10 minutes.
5. When used on cable yarding landings, the unit shall be outfitted for immediate attachment to carriage and transported without damage to the unit.

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

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

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in C7.22#.

L. Communications

Purchaser shall furnish a serviceable communications system such as a telephone, radio-telephone, radio system or satellite phone connecting each operating side within the Sale Area with Purchaser's headquarters, and capable of notifying Forest Service within **15 minutes** of discovery of any fires on the Sale Area or along Purchaser's haul route. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may agree to a reasonable alternative notification method.



A Citizen's Band (CB) radio is not acceptable communications.

M. Cable Yarding  
Tank Unit

When all or part of Included Timber will be harvested by a long span (over 1,500 feet) cable yarding operation, Purchaser shall provide at each active cable yarding landing a tank truck, trailer or acceptable CAFS substitute which can be lifted and transported by the carriage.

The unit shall meet the same requirements as specified for the tank truck, trailer or approved CAFS substitute.

N. Helicopter  
Yarding Fire  
Precautions

Purchaser shall provide and maintain fire equipment as follows:

1. The fire toolbox required under this provision shall be equipped for attachment to the helicopter long line so that it may be hauled to needed locations. Such attachment device shall not interfere with access to fire tools. Unless agreed otherwise, the fire toolbox shall be located at the Active Landing ready for immediate dispatch.
2. An external helibucket readily attachable to the helicopter, with a capacity of at least 500 gallons, and having a remote control door mechanism adequate for rapid dropping of water. The helibucket shall be located at the helicopter service landing and shall be filled with water ready for immediate dispatch unless otherwise agreed.
3. All aircraft used in conjunction with Purchaser's Operations shall be equipped with an operable radio system capable of meeting Region Five avionics requirements.
4. For protection of fuel servicing operations, fire extinguishers which have the following ratings based on the open hose discharge capacity, i.e., "broken hose," of the aircraft fueling system shall be readily available:
  - a. Where said capacity does not exceed 200 gallons per minute, at least one approved extinguisher having a minimum rating of 20-B;
  - b. Where said capacity is in excess of 200 gallons per minute, but not over 350 gallons per minute, one approved extinguisher having a minimum rating of 80-B;
  - c. Where said capacity is in excess of 350 gallons per minute, two approved extinguishers, each having a minimum rating of 80-B.
5. By agreement, a suitable CAFS may also be used in lieu of the above extinguishers.
6. Extinguishers of over 50 pounds gross weight shall be of wheeled type or be mounted on carts to provide mobility and ease of handling.



**C7.22# - EMERGENCY PRECAUTIONS.** (06/2012) Purchaser's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Unless otherwise agreed in writing, Project Activity Levels applicable to this project shall be the predicted levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Sale Area Map legend.

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

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

PROJECT ACTIVITY LEVEL (PAL) - C7.22# - EMERGENCY PRECAUTIONS

**PROJECT ACTIVITY LEVEL TABLE**

| <b>Level</b> | <b><i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>A</b>     | Minimum required by C7.2#.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>B</b>     | 1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>C</b>     | 1. When Hot Saws or Masticators are operating, a tank truck, trailer or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing.<br>2. Immediately after Mechanical Operations cease, Fire Patrol is required for two hours.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>D</b>     | 1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours.<br>2. No Dead Tree felling after 1:00 PM, except recently dead.<br>3. No Welding or cutting of metal after 1:00 PM, except by special permit.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>Ev</b>    | 1. The following activities may operate all day:<br>a) Loading and hauling logs decked at approved landings.<br>b) Loading and hauling chips stockpiled at approved landings.<br>c) Servicing equipment at approved sites.<br>d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development).<br>e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings.<br><br>2. Hot Saws or Masticators may operate until 1:00 PM; provided that:<br>a) A tractor or other equipment with a blade capable of constructing fireline is on or adjacent to the active landing |



|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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|          | <p>or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator.</p> <p>b) Any additional restrictions specified by the Forest.</p> <p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>4. <b>Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are:</b></p> <ul style="list-style-type: none"> <li>• Rubber Tire Skidding</li> <li>• Chipping on Landings</li> <li>• Helicopter Yarding</li> <li>• Fire Salvage</li> </ul> <p>When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Purchaser's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).</p> |
| <b>E</b> | <p>The following activities may operate all day:</p> <ol style="list-style-type: none"> <li>1. Loading and hauling logs decked at approved landings.</li> <li>2. Loading and hauling chips stockpiled at approved landings.</li> <li>3. Servicing Equipment at approved sites.</li> <li>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).</li> <li>5. Chainsaw operation associated with loading at approved landings.</li> </ol> <p>All other activities are prohibited.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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





- a) **The Partner's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Stewardship Project Area or any other forest fire on Stewardship Project Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by GSNR until such fire is controlled and mopped up to a point of safety. Such actions may include any or all of the following as necessary to fight such fire:
  - b) **Suspend Operations.** To suspend any or all of GSNR's or subcontractor's Operations.
  - c) **Personnel.** To release for employment by Forest Service any or all of GSNR's or subcontractor's personnel engaged in GSNR's Operations or timber processing within the distance of Stewardship Project Area: **25 miles.** Any organized crew so hired shall include GSNR's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.
  - d) **Equipment.** To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of GSNR's equipment suitable for fire fighting and currently engaged in GSNR's Operations within the distance of Stewardship Project Area: **25 miles.** Equipment shall be operated only by personnel approved by GSNR, if so requested by GSNR.
48. **Temporary Roads and Skid Trails.** GSNR shall locate Temporary Roads and Skid Trails on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

Temporary road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, temporary road surface width equal to track width plus tail swing shall be permitted.

As necessary to attain stabilization of roadbed and fill slopes of Temporary Roads, GSNR shall employ such measures as outsloping, drainage dips, and water-spreading ditches.