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.

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|---|---|
| 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
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

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. 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 criterial 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:**

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| 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 |
| *Title/Role/Responsibility*: GSNR President – Project Oversight | *Title/Role/Responsibility*: 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 | |
| *Title/Role/Responsibility*: Director of Data Management – Project Administration | |

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

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| 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 |
| *Title/Role/Responsibility*: Regional Sale Prep Program Manager – Program Adminstration | *Title/Role/Responsibility*: 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 |
| *Title/Role/Responsibility*: Regional Sale Administrator Program Leader – Program Administration | *Title/Role/Responsibility*: 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 fe3deral 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.

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' 9/19/24

BRADFORD SEABERG — Date
Timber Contracting Officer

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' 9/19/24

PATRICK BLACKLOCK, President — Date
Golden State Natural Resources, Inc.

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 — Date
U.S. Forest Service, Pacific Southwest Region (5)

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
U.S. Forest Service Grants Management Specialist

Date

**Paperwork Reduction Act Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TYY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

**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 are 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 criterial 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, GNSR 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***

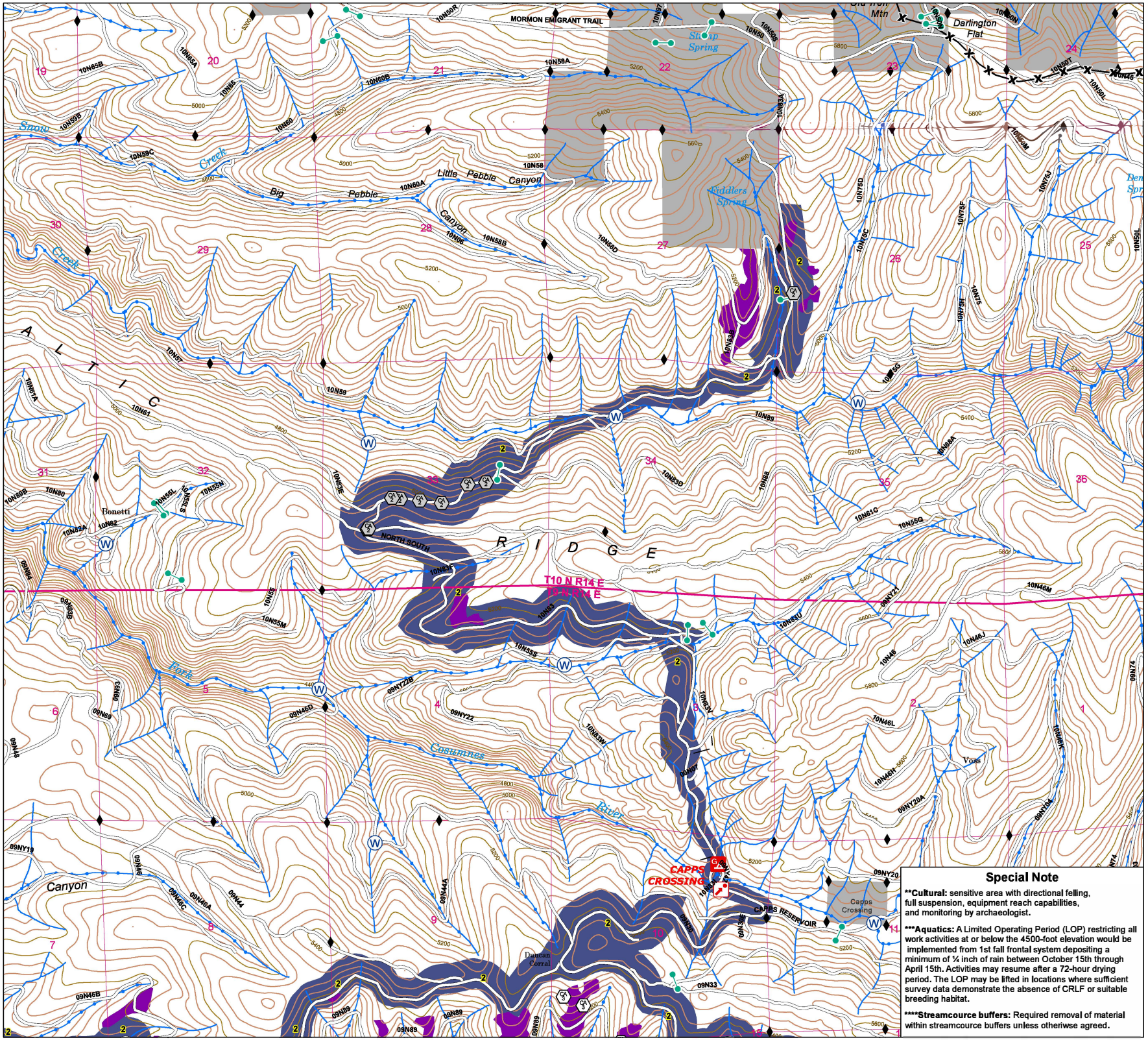
Capability and past performance will be a major variable in selection of contractors and/or subcontractors performing removal and transportation service work. Award will be based upon past performance, quality of references, experience, and price. The Forest Service will collaborate with GSNR and end-users,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




# Golden State Natural Resources Stewardship Agreement Map

**Placerville Ranger District**
**Eldorado National Forest**

Page 1 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-1**

## 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.

******Streamcource buffers:** Required removal of material within streamcource buffers unless otheriwse agreed.

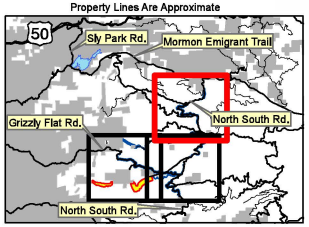
**CA-1 Sites**

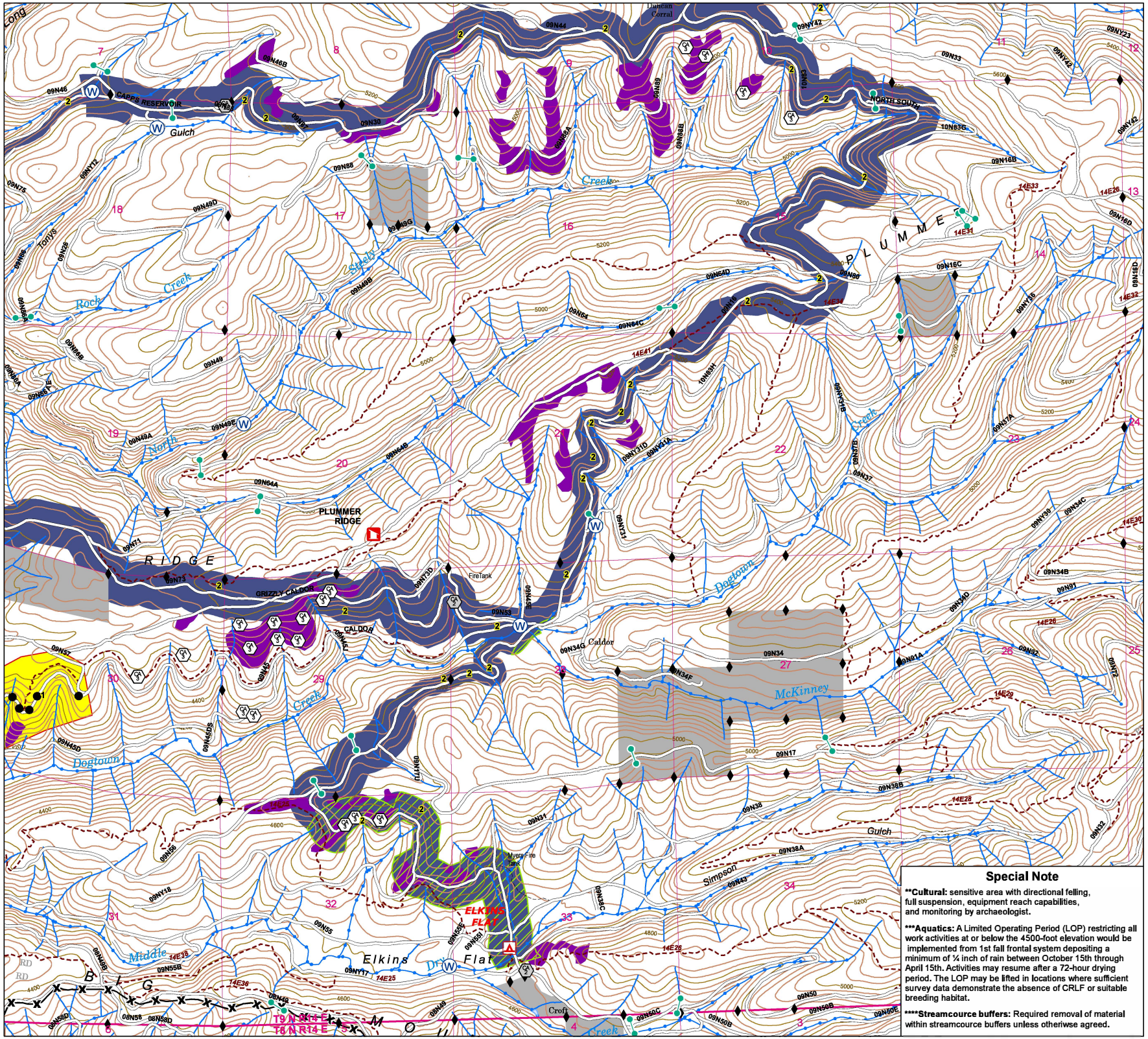
CA-1 sites are not shown on this map. Upon execution of this contract, a map showing CA-1 sites will be provided.

N

0 1,000 2,000 3,000 4,000 Feet

Contours at 40' Intervals
Property Lines Are Approximate






# Golden State Natural Resources Stewardship Agreement Map

**Placerville Ranger District**
**Eldorado National Forest**

Page 2 of 3

- Unit 1
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**24-SA-11052000-056**
**Appendix C-2**

## 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.

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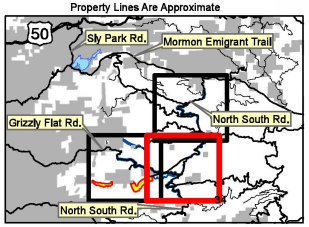
**CA-1 Sites**

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

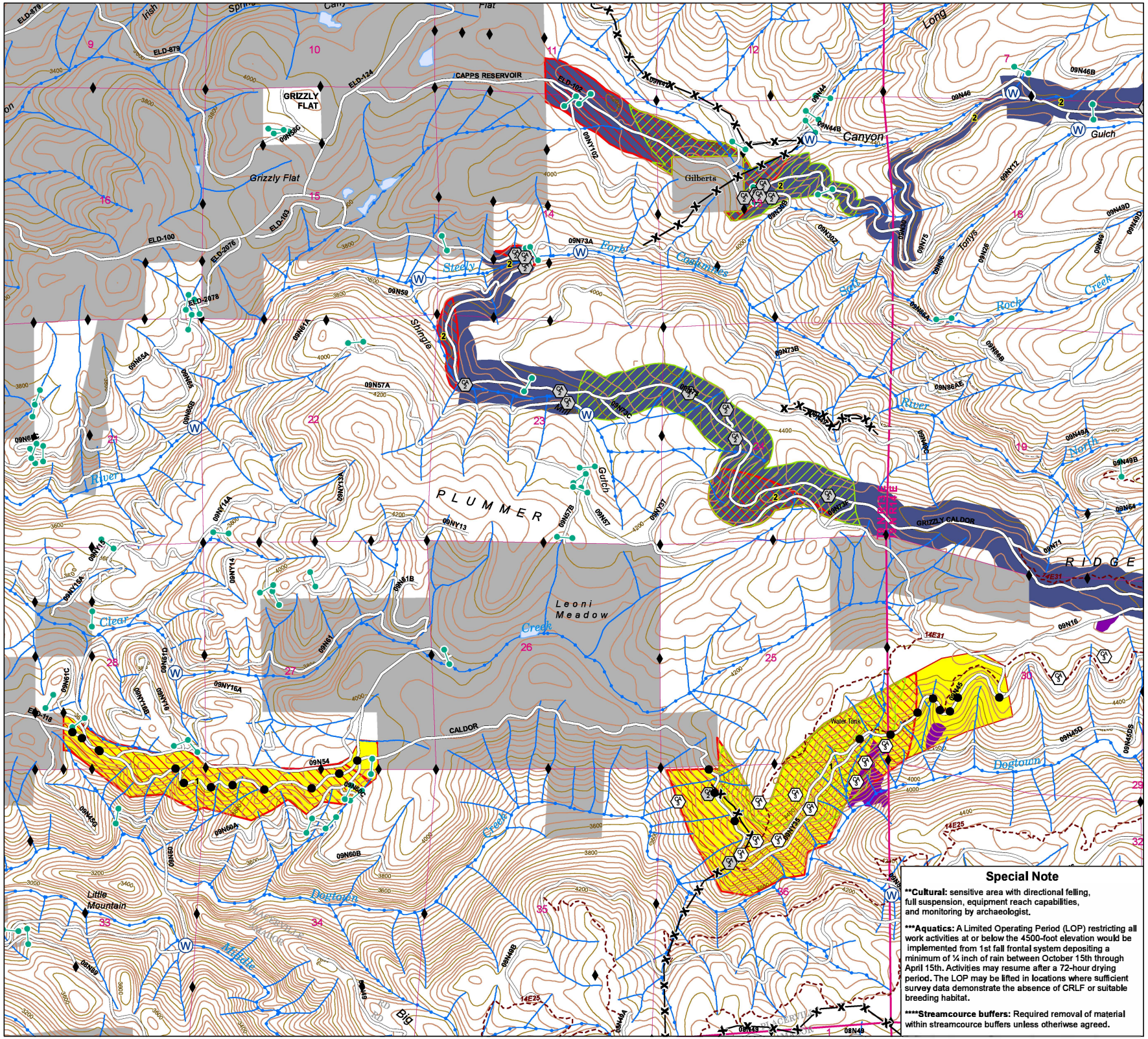
N

0 1,000 2,000 3,000 4,000 Feet

Contours at 40' Intervals
Property Lines Are Approximate




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# Golden State Natural Resources Stewardship Agreement Map

**Placerville Ranger District**
**Eldorado National Forest**

Page 3 of 3

- Unit 1
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## 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 otheriwse agreed.

**CA-1 Sites**

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

N

0 1,000 2,000 3,000 4,000 Feet

Contours at 40' Intervals
Property Lines Are Approximate

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

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# Appendix D

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

**Stewardship Agreement Financial Plan**

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

| | FS CONTRIBUTIONS | | PARTNER CONTRIBUTIONS (1) | | | |
|---|---|---|---|---|---|---|
| COST ELEMENTS (Direct Costs) | (a) Noncash | (b) Cash to Partner | (c) Noncash (2) | (d) In-Kind | (e) Other Federal | (f) TOTAL |
| 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 = (a+b)/(f) = (g) | (g) 1 |
| Other Federal Contribution = (e)/(f) = (h) | (h) 0.00% |
| Total Federal Share = (g+h) = (i) | (i) 100.00% |
| Total Partner Share (c+d)/(f) = (j) | (j) 0.00% |
| Total (i+j) = (k) | (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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Stewardship Items (1):** | | | | | (1) | | | (1) | | |
| | **Grizzly Flat Product Removal** | | | | | | | | | | |
| 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 | | | | | |
| | **Support Activities: (2)** | | | | | **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 | | | | | |
| | | **TOTAL:** | | | **$3,364,881.89** | **$3,355,735.00** | **$0.00** | **$0.00** | **$9,146.89** | | |

| 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 |

| **Total Salaries/Labor** | | | | | **$120,000.00** |
|---|---|---|---|---|---|

**Travel**

**Standard Calculation**

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

| **Total Travel** | | | | | **$0.00** |
|---|---|---|---|---|---|

**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 |
|---|---|---|---|---|---|

| **Total Other** | | | | | **$0.00** |
|---|---|---|---|---|---|

| **Subtotal Direct Costs** | $120,000.00 |
|---|---|

**Forest Service Overhead Costs**

| Current Overhead Rate | Subtotal Direct Costs | | | Total |
|---|---|---|---|---|
| 16.00% | $120,000.00 | | | $19,200.00 |
| **Total FS Overhead Costs** | | | | **$19,200.00** |

| | |
|---|---|
| **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 |
|---|---|---|---|---|
| **Support Activities (2) - A Project set-up/Salaries** | | | | |
| 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 |
| **Total Salaries/Labor** | | | | **$209,600.00** |

**Travel**

**Standard Calculation**

| Travel Expense | Employees | Cost/Trip | # of Trips | Total |
|---|---|---|---|---|
| **Support Activites (2) B Travel** | | | | |
| 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 |
| **Total Travel** | | | | **$82,000.00** |

| 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 |
| **Support Activites (2) - C Project Oversight** | | | | |
| 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** |

| **Subtotal Direct Costs** | $3,050,668.20 |
|---|---|

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

| **TOTAL COST** | **$3,355,735.00** |
|---|---|

## 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 |
|---|---|

| Subtotal Direct Costs | $0.00 |
|---|---|

**Cooperator Indirect Costs**

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

| TOTAL COST | $0.00 |
|---|---|

**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 | **Grizzly Flat Product Removal** | | | | |
| 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.**

| | | | | **Minimum Specifications** | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | **Merchantable Tree** | | **Piece Required to be Removed** | | |
| **Species** | **Product** | **Estimated Quantity** | **Unit of Measure** | **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 |
| **Total Quantity** | | 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) |
|---|---|---|
| **N/A** | **N/A** | **N/A** |

**F.4– Timber Rates.** ***(Scaled)***

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

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

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

**F.6 - Timber Designations.** Timber designated for cutting shall be confined to the Stewarship 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."

**F.10-a– Specified Roads.**
Name and Date of Governing Road Specifications: N/A

| Project | | Design | Approx. Length | Sheet Numbers and | Performance Responsibility | | |
|---|---|---|---|---|---|---|---|
| Road No. | Name | Class | *(mi./km.)* | Approval Date | Survey | Design | Const. Staking |
| 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 | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | | | | | | | | | 811* | 812* |
| 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 Legend | Description of Restrictions |
|---|---|---|---|---|---|
| | | From | To | | |
| 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) x (2)] x (5) = 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-cessing 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 forany 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 warming 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.

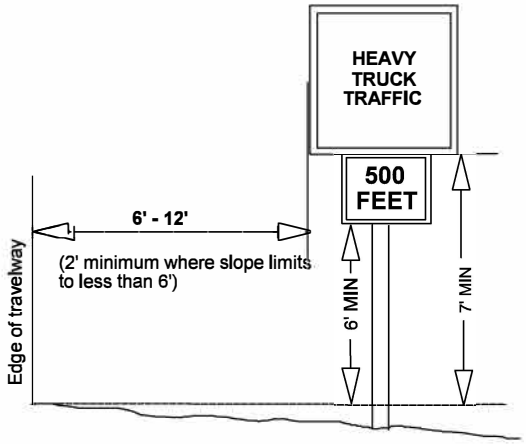



Figure 1: Sign Placement

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 85 percentile speed MPH | Declaration to listed advisory speed 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.

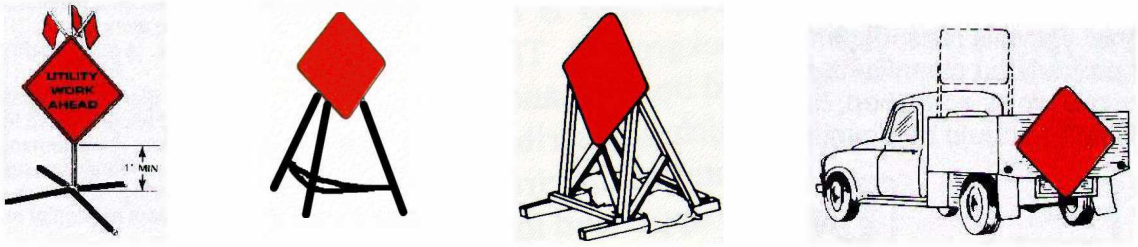



Figure 3: Examples of Temporary/Portable Supports

## 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*




FG20-2-48




FG20-3-42*




FG20-3a-42




FW22-3-30




FW20-1-30*




W21-3-30*




FW21-4a-30




FW11-7-24

W22-1-36*




FW8-6-24




FW11-9a-24




W7-3a-24*




W13-1-18**

W20-7aP-24*

* Specify Distance

** Specify Speed



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.

GSNR 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 GSNR's operations. GSNR shall make timely restoration of any such improvements damaged by GSNR'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, GSNR shall employ such measures as outsloping, drainage dips, and water-spreading ditches. After a temporary road has served GSNR's purpose, GSNR 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 GSNR's purpose, GSNR 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.** GSNR shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where needed to prevent erosion. By agreement, GSNR 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, GSNR 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 delimbers, 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.<br><br>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.<br><br>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.<br><br>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 Arrestor 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 Range |
|---|---|---|
| Straight 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 propellent.
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**

| ***Level*** | ***Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.*** |
|---|---|
| **A** | Minimum required by C7.2#. |
| **B** | 1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing. |
| **C** | 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. |
| **D** | 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. |
| **Ev** | 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>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 |

| | |
|---|---|
| | or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator.<br>b) Any additional restrictions specified by the Forest.<br><br>3. All other conventional Mechanical Operations are permitted until 1:00 PM.<br>**4. 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:**<br>• **Rubber Tire Skidding**<br>• **Chipping on Landings**<br>• **Helicopter Yarding**<br>• **Fire Salvage**<br><br>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). |
| **E** | The following activities may operate all day:<br>1. Loading and hauling logs decked at approved landings.<br>2. Loading and hauling chips stockpiled at approved landings.<br>3. Servicing Equipment at approved sites.<br>4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development).<br>5. Chainsaw operation associated with loading at approved landings.<br><br>All other activities are prohibited. |

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.

USDA Forest Service
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-19 (VER. 05/24)
OMB No. 0596-0217
**EXP: 05/31/2027**

# MODIFICATION OF GRANT OR AGREEMENT

| PAGE | OF PAGES |
|---|---|
| 1 | 71 |

| 1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: | 2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: | 3. MODIFICATION NUMBER: |
|---|---|---|
| 24-SA-11052000-056 | | 002 |

| 4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): | 5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): |
|---|---|
| Pacific Southwest Region, 1323 Club Drive Vallejo CA 94592 | US Forest Service, Pacific Southwest Regional Office, 1323 Club Drive, Vallejo, California 94590-1110 |
| 6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): | 7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): |
| Golden State Natural Resources, Inc. 1215 K ST, STE 1650, Sacramento, CA 95814, County of Sacramento | |

## 8. PURPOSE OF MODIFICATION

| CHECK ALL THAT APPLY: | This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above. |
|---|---|
| ☐ | CHANGE IN PERFORMANCE PERIOD: |
| ☐ | CHANGE IN FUNDING: |
| ☒ | ADMINISTRATIVE CHANGES: Change Cooperator Contact from Terrance Rogers to Jason Hansen, Economic Development Officer- Project Implementation; Replace FS contact Kevin Rohers & Brad Seaberg with Helena Murray. |
| ☒ | OTHER (Specify type of modification): Updated Financial Plan and Appendices C, E, F &G. Update terms and conditions to include new FS and USDA General Terms and Conditions for Mutual Interest Agreements |

**Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.**

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

Original award amount $3,355,684.25. This modification reallocates funding budgeted for projects associated with the Eldorado National Forest, Gizzly Flats biomass removal activities and indirect. The new allocations will fund: $868,742.70 for Eldorado, $641,051.40 for Shasta-Trinity, $466,236.80 for Mendocino, $561,320.75 of Modoc, $346,303.50 for Lassen, and $68,150.00 for Inyo for biomass removal activities. This update will enable the removal of over 66,000 tons of biomass throughout California. Appendix C, E, F and G are updated to reflect new timber removal specificiations for the 5 new projects, and the financial plan is updated with new project costs.

Contact Updates:
Jason Hansen: 1215 K Street, Suite 1650 Sacramento, CA 95814, Phone: (916) 447-4806, Email: jhansen@rcrcnet.org
Helena Murray: helena.murray@usda.gov, 707-980-2375

## 10. ATTACHED DOCUMENTATION (Check all that apply):

| | |
|---|---|
| ☐ | Revised Scope of Work |
| ☒ | Revised Financial Plan |
| ☒ | Other: Updates to Appendix C Maps, E Schedule of Items, Appendix F Timber Removal Specifications and Appendix G Guidelines for Opperations |

## 11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

| 11.A. GSNR SIGNATURE | 11.B. DATE SIGNED | 11.C. U.S. FOREST SERVICE SIGNATURE | 11.D. DATE SIGNED |
|---|---|---|---|
| Patrick Blacklock<br>(Signature of Signatory Official) | 9/10/2026 | JACQUELINE BUCHANAN Digitally signed by JACQUELINE BUCHANAN Date: 2026.09.14 11:15:16 -07'00'<br>(Signature of Signatory Official) | |

| 11.E. NAME (type or print): PATRICK BLACKLOCK | 11.F. NAME (type or print): JACQUELINE BUCHANAN |
|---|---|
| 11.G. TITLE (type or print): President & CEO | 11.H. TITLE (type or print): Regional Forester, Pacific Zone |

| | | |
|---|---|---|
| | 11.I. U.S. FOREST SERVICE SIGNATURE<br>JACOB JACKSON Digitally signed by JACOB JACKSON Date: 2026.09.09 11:27:31 -06'00' | 11.J. DATE SIGNED |
| | (Signature of Signatory Official) | |
| | 11.K. NAME (type or print): JACOB JACKSON | |
| | 11.L. TITLE (type or print): Timber Contracting Officer | |

## 12. G&A REVIEW

| | |
|---|---|
| 12.A. **The authority and format of this modification have been reviewed and approved for signature by:**<br>GENEVIEVE VILLEMAIRE Digitally signed by GENEVIEVE VILLEMAIRE Date: 2026.09.09 09:29:18 -07'00'<br>GENEVIEVE VILLEMAIRE<br>U.S. Forest Service Grants & Agreements Specialist | 12.B. DATE SIGNED<br>9/9/26 |

**Paperwork Reduction Act Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

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# MODIFICATION

## 24-SA-11052000-056 MOD 002

The purpose of this non-funded modification is to reallocate funds in the original financial plan for the initial biomass reduction and forest restoration project under the Residual Materials Solutions Pilot (RMSP). Original award amount $3,355,684.25. This modification reallocates funding budgeted for projects associated with the Eldorado National Forest, Grizzly Flats biomass removal activities and indirect. The new allocations will fund: $868,742.70 for Eldorado, $641,051.40 for Shasta-Trinity, $466,236.80 for Mendocino, $561,320.75 of Modoc, $346,303.50 for Lassen, and $68,150.00 for Inyo for biomass removal activities. This update will enable the removal of over 66,000 tons of biomass throughout California.

Effective upon the execution of this modification, the following terms are incorporated into the grant or agreement. If any duplications or contradictions are identified by applying these new requirements, the USDA and Forest Service General Terms and Conditions and the FS-1500-0100 take precedence.

A. **U.S. DEPARTMENT OF AGRICULTURE GENERAL TERMS AND CONDITIONS.** In accordance with Secretarial Memorandum 1078-021, the USDA General Terms & Conditions *Mutual Interest Agreements*, dated **December 31, 2025**, and its implementing regulations, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These Departmental policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement and located at: https://www.usda.gov/about-usda/general-information/staff-offices/office-chief-financial-officer/federal-financial-assistance-policy/usda-general-terms-and-conditions?utm_medium=email&utm_source=govdelivery

B. **FOREST SERVICE GENERAL TERMS AND CONDITIONS.** The Forest Service General Terms & Conditions for *Mutual Interest Agreements* dated February 14, 2026, and its implementing regulations, apply to the Cooperator and any sub-awardees and/or sub-contractors under this agreement. These federal policies and regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement, located at https://www.fs.usda.gov/working-with-us/grants/terms-conditions

C. **STAMENT OF WORK UPDATE**. See attached narrative description of changes and updated Appendices C, D, E, F & G.

**Modification 002 to 24-SA-11052000-056 GSNR Regional Fuels Reduction and Restoration Projects: GSNR's Role as Partner and Updates to Financial Plan**

September 1st, 2026

## GSNR's Role as Partner

Golden State Natural Resources, Inc. (GSNR) is a 501(c)(3) nonprofit organization formed by its affiliate entities, the Rural County Representatives of California (RCRC) and Golden State Finance Authority (GSFA), to advance forest resilience and related economic and environmental objectives in rural California. Through the Pilot Biomass Transport Project, GSNR provides organizational capacity, industry knowledge, and relationships with rural communities and forest-products businesses that complement the Forest Service's land-management expertise. GSNR works collaboratively with Forest Service personnel to identify priority accumulations of previously felled woody material, assess potential transportation and utilization pathways, engage qualified end users and contractors, develop project scopes and cost assumptions, and coordinate implementation. GSNR also administers procurement, contracting, invoicing, financial and performance reporting, and other project-management responsibilities necessary to implement individual projects across participating National Forests.

GSNR has already demonstrated this role through implementation of the initial project under the Agreement, the Grizzly Flat Cull Deck Removal Project on the Eldorado National Forest. Working in coordination with Eldorado National Forest personnel, GSNR solicited and procured a contractor through a collaborative evaluation process with Eldorado staff, coordinated with biomass and wood-products end users, administered transportation assistance, and provided ongoing project and financial oversight as material was removed and delivered to end-use facilities in Tuolumne County. The experience gained through Grizzly Flat has also provided GSNR with practical knowledge regarding biomass transportation costs, contractor and end-user coordination, material utilization, and project implementation challenges that can now be applied to projects elsewhere in Region 5. GSNR also provides direct technical and on-the-ground expertise through Laurence Crabtree, a Consultant and Advisor to GSNR with more than 50 years of experience with the U.S. Forest Service. Mr. Crabtree supports site visits and project assessments, evaluation of material and access conditions, transportation and operational considerations, and coordination among GSNR, Forest Service personnel, contractors, and end-use facilities.

GSNR's participation provides benefits extending beyond the accomplishment of Forest Service land-management objectives. Rural communities located near participating project areas benefit from the removal of accumulated woody material that can contribute to hazardous fuel conditions, while transportation assistance creates opportunities to productively utilize material that may otherwise remain economically stranded because of the distance between National Forest lands and viable end-use facilities. By connecting priority material with existing biomass and wood-products infrastructure, GSNR seeks to support local and regional forest-products businesses, contractors, and rural employment while helping sustain the utilization capacity necessary for continued forest-restoration work.

Additionally, an initiative independent from this Pilot Biomass Transport Program is GSNR's Forest Resiliency Demonstration project, in which the entitlement and environmental review

process is currently underway. The project aims to sustainably source and process excess forest biomass generated through health and fuel-reduction treatments into wood chips for use in clean energy, sustainable fuels, and innovative wood products. That proposed project includes development of two wood chip process facilities: one in Tuolumne County, located in the Central Sierra Nevada foothills, and another in Lassen County, within the Modoc Plateau region of Northern California. Once processed, the wood chips would be transported via rail to emerging domestic market hubs in California and neighboring areas.

**Updates Made to Financial Plan**

1. **Personnel and Subcontractor Identification.** Full names have been provided for GSNR employees and subcontractors identified in the FS Cash to Partner sheet. Jason Hansen has replaced Terrance Rogers ("TR") as GSNR's primary project manager under the Agreement. Additionally, the Travel section has been updated to identify Laurence Crabtree as GSNR's sole subcontractor for the activities shown, and the previous reference to "CT" has been removed.

2. **Revised Indirect Costs**. Cooperator indirect costs have been revised to reflect the updated USDA and Forest Service General Terms and Conditions applicable through Modification 002. Consistent with Forest Service direction regarding the application of the 15 percent de minimis rate and Modified Total Direct Cost (MTDC) requirements, total indirect costs have been revised from $305,066.80 to $90,990.00.

**3. Reallocation of Funding to Stewardship Items.** The reduction in allowable indirect costs created additional funding that could be redirected to eligible direct project costs. Following consultation with Forest Service Grants and Agreements staff, GSNR has redirected these funds to the Stewardship Items for felled material removal and transportation. This approach supports the primary objective of the Pilot Biomass Transport Project by maximizing the amount of previously felled woody material that can be removed from National Forest System lands and transported to viable end-use facilities.

**4. Alignment of FS Cash to Partner Sheet and Crosswalk.** The FS Cash to Partner sheet has been revised to separately identify each of the six Stewardship Items and associated National Forest projects reflected in the Crosswalk: Item 01 – Eldorado National Forest; Item 03 – Shasta-Trinity National Forest; Item 04 – Mendocino National Forest; Item 05 – Modoc National Forest; Item 06 – Lassen National Forest; and Item 07 – Inyo National Forest.

**5. Revised Stewardship Item Quantities and Cost Estimates.** Available direct funding has been allocated among the Stewardship Items based on currently identified project volumes and anticipated transportation costs. The Shasta-Trinity, Modoc, and Lassen project allocations have been increased to support removal of additional identified material within those project areas. The Mendocino National Forest Hammerhorn project maintains its currently identified volume of 6,352 green tons, while its estimated transportation cost has been revised from $70.88 to $73.50 per green ton to better account for anticipated transportation conditions, including longer haul distances on unpaved forest roads. The Eldorado and Inyo project allocations otherwise remain substantially unchanged.

**6. Revised Financial Plan Total.** Following these revisions, total direct costs are $3,264,694.25, consisting of $209,600.00 in Salaries/Labor, $82,000.00 in Travel, $15,000.00 in subcontractor project-estimate costs, and $2,958,094.25 across the six Stewardship Items. With revised indirect costs of $90,990.00, total Forest Service Cash to Partner is $3,355,684.25, which remains $50.75 below the Agreement ceiling of $3,355,735.00**.**

# Sale Area Map DRAFT

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

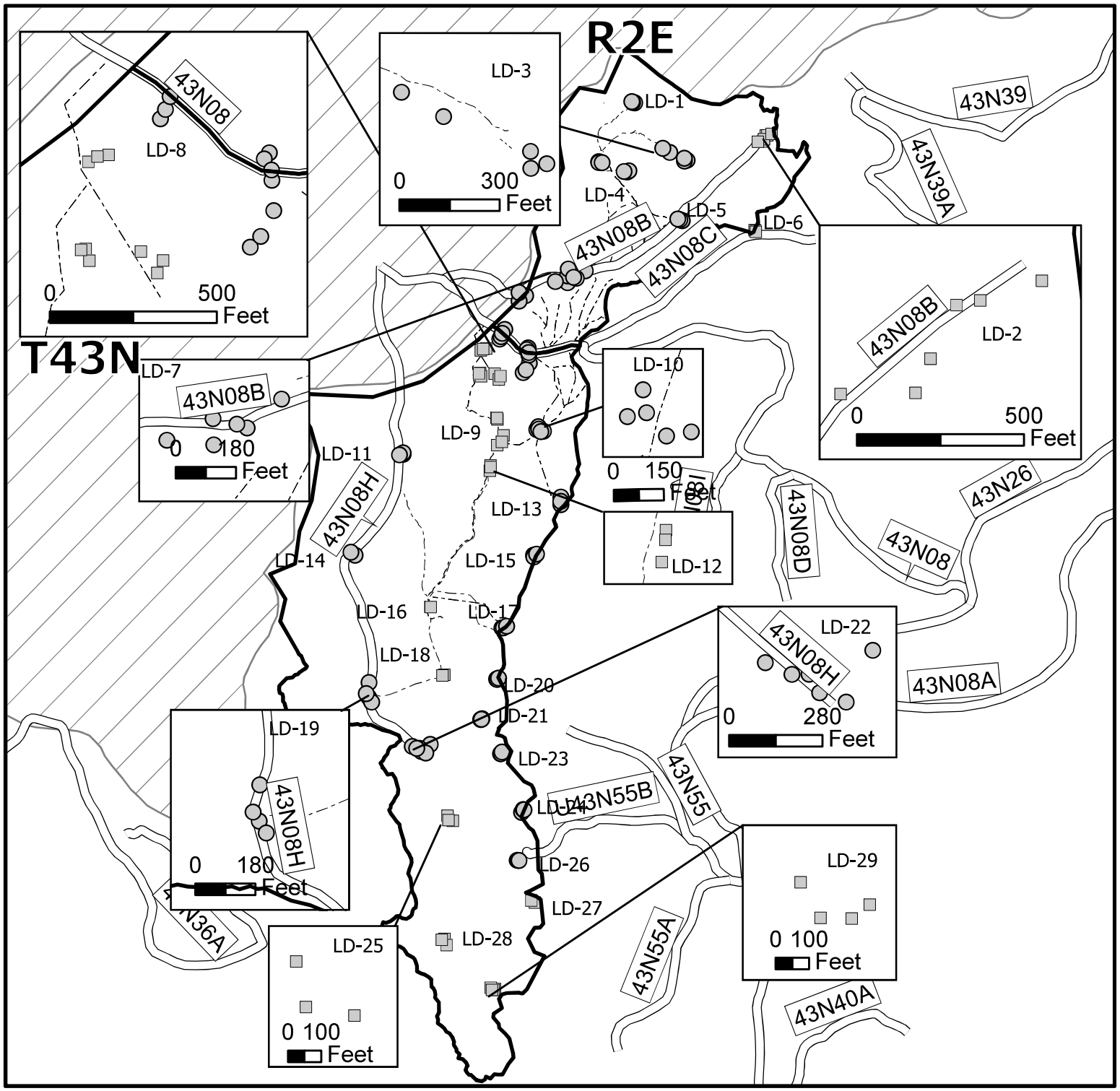
N
MDB & M

Legend

Klamath National Forest
Landing Decks
Landing Decks
Temporary Roads
Roads

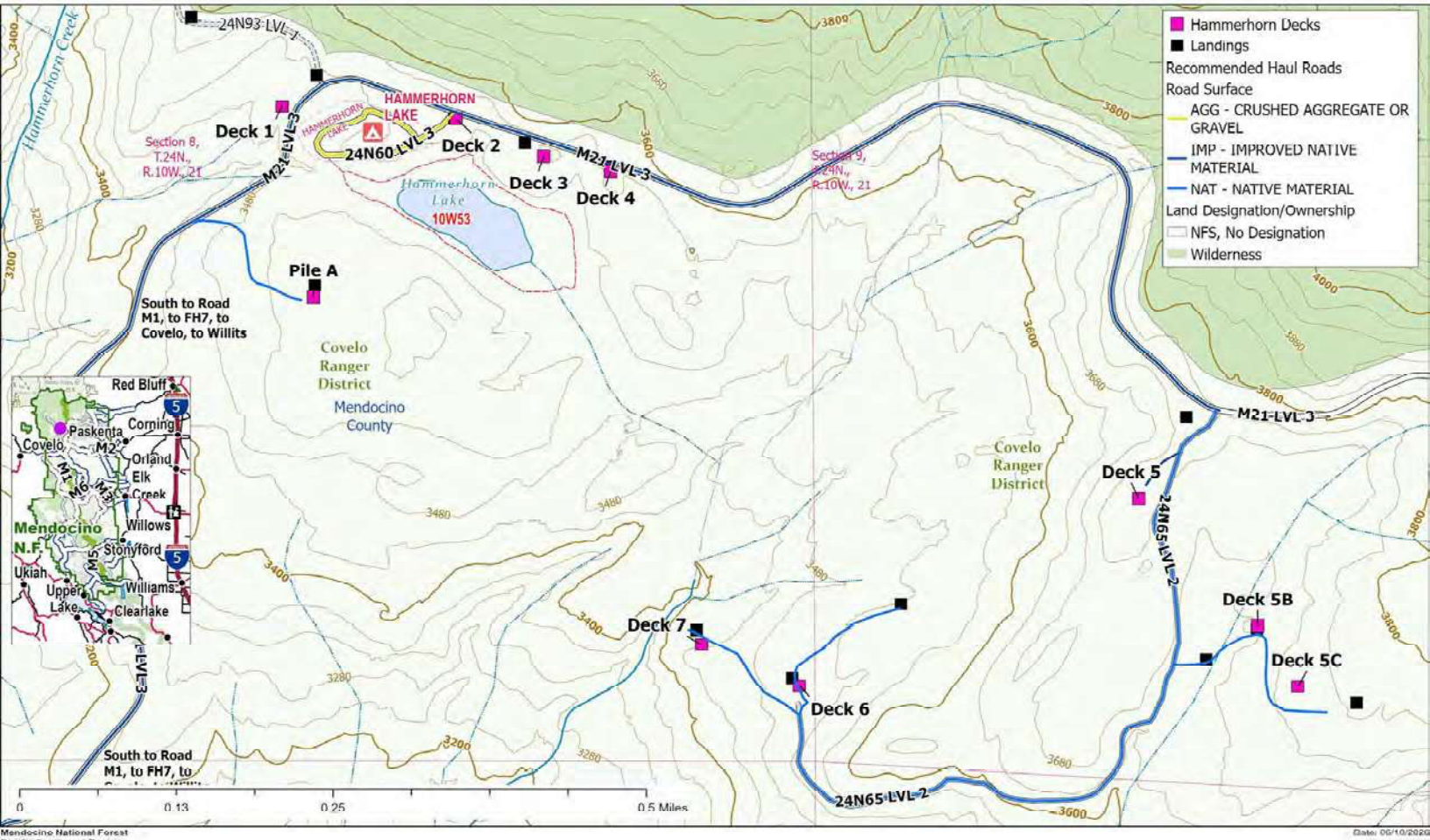
0 0.35 0.7 1.4 Miles

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



USDA Forest Service
U.S. DEPARTMENT OF AGRICULTURE

# Hammerhorn Deck Sale (West)
## Locations of Decks and Landings

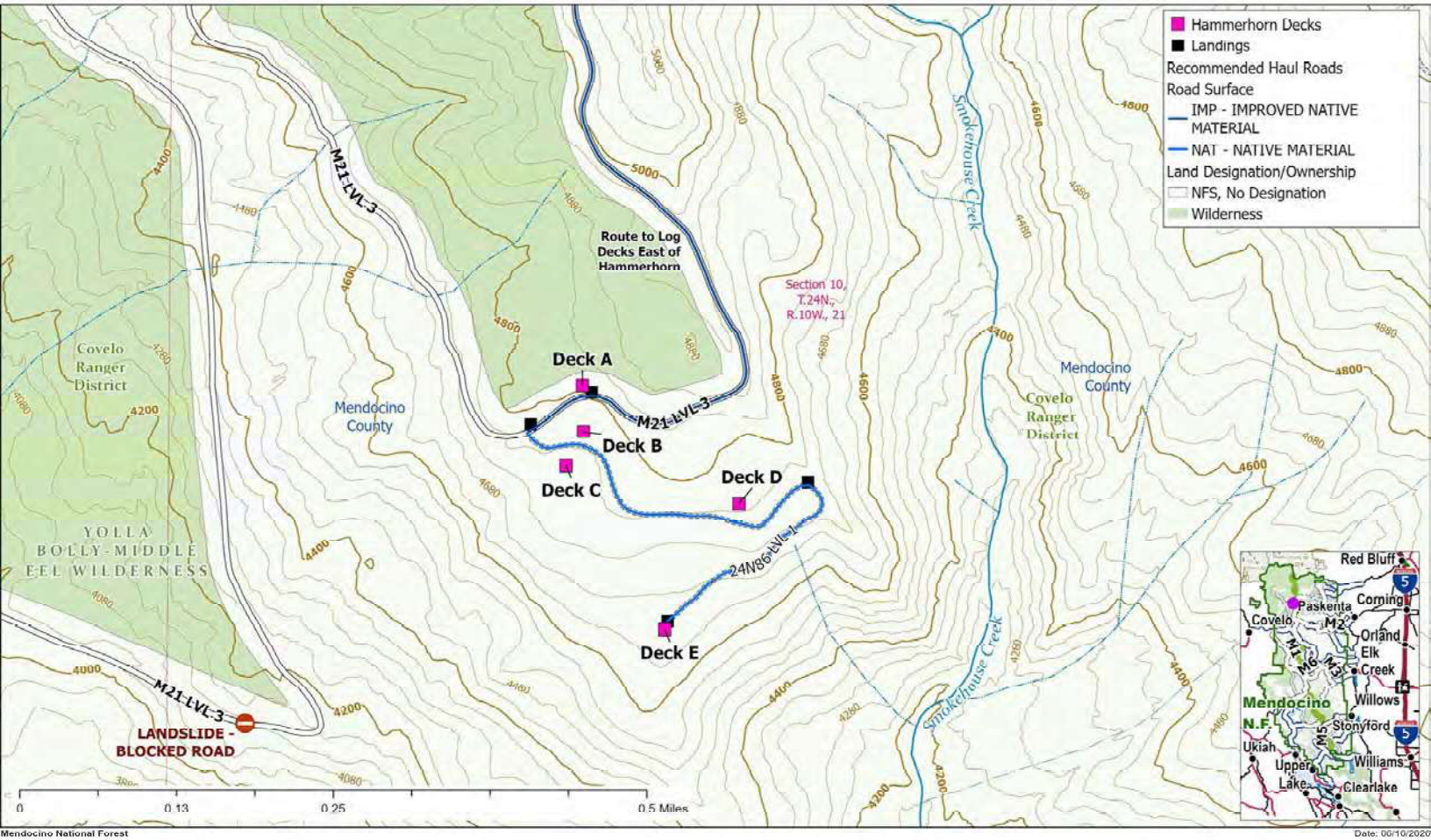



Mendocino National Forest
Pacific Southwest Region

Date: 06/10/2020

USDA Forest Service
U.S. DEPARTMENT OF AGRICULTURE

# Hammerhorn Deck Sale (East)
## Locations of Decks and Landings

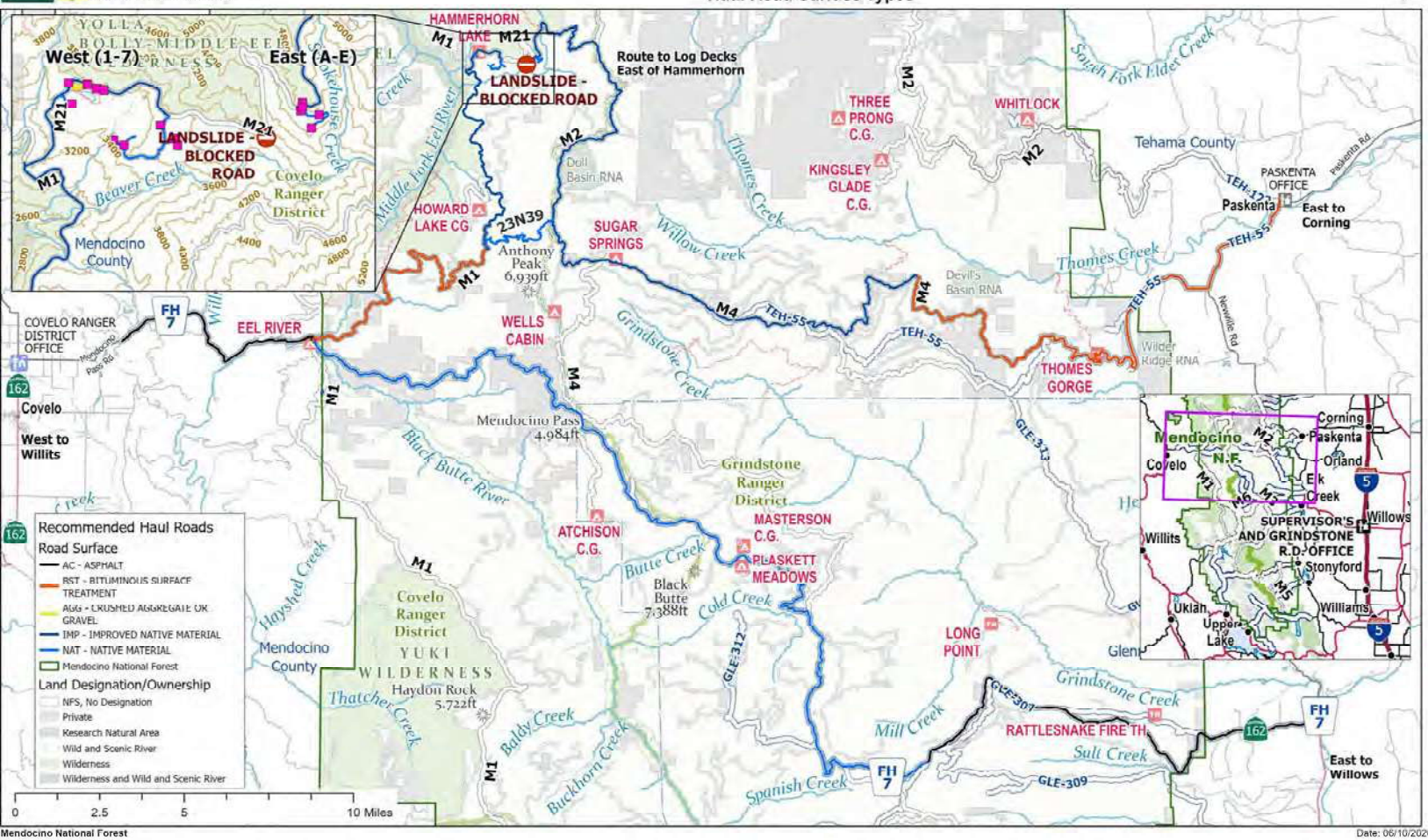



Mendocino National Forest
Pacific Southwest Region

Date: 06/10/2020

USDA Forest Service
U.S. DEPARTMENT OF AGRICULTURE

# Hammerhorn Deck Sale
## Haul Road Surface Types

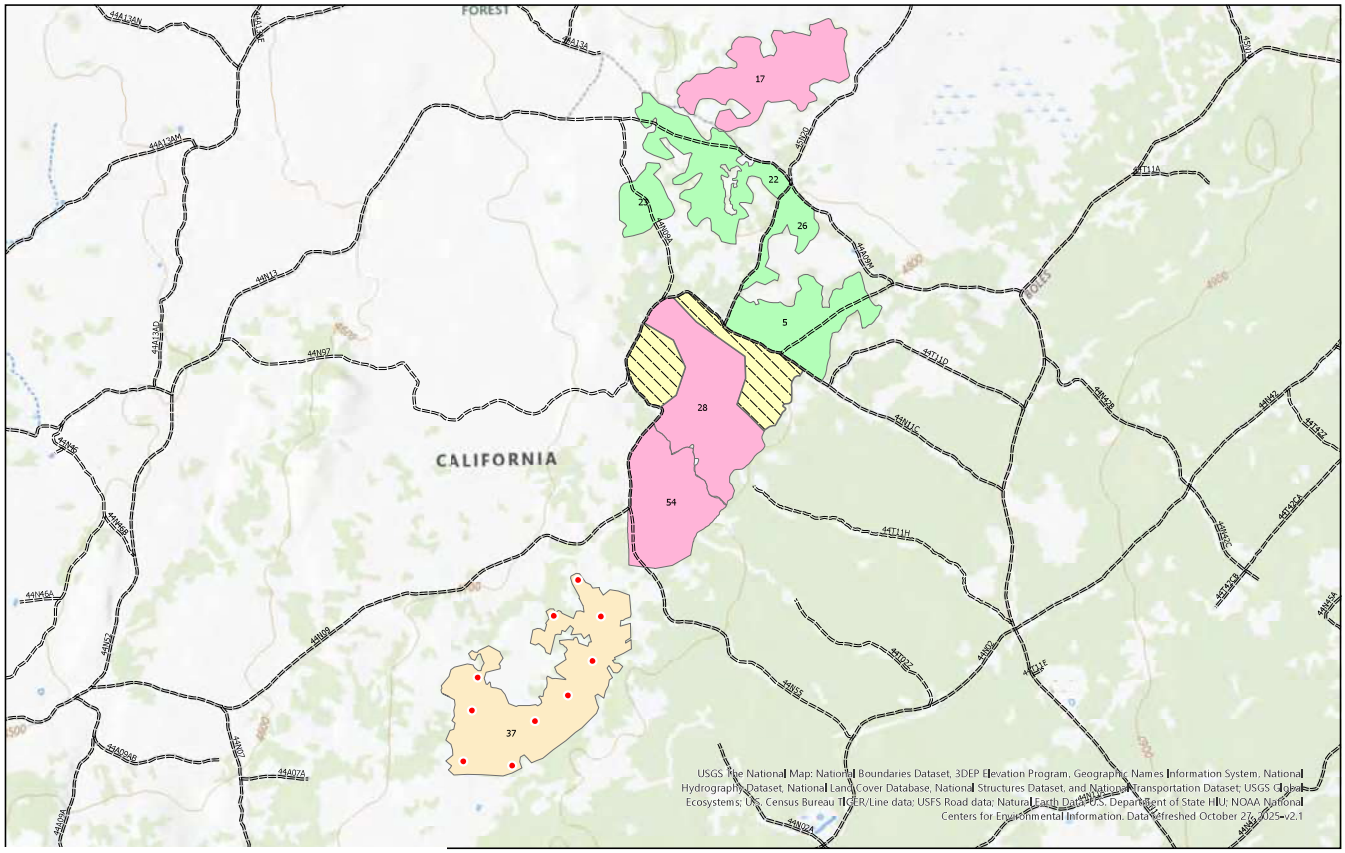



Mendocino National Forest
Pacific Southwest Region

Date: 06/10/2026

# Middle Garden Plantation Units

By Dylan Longale



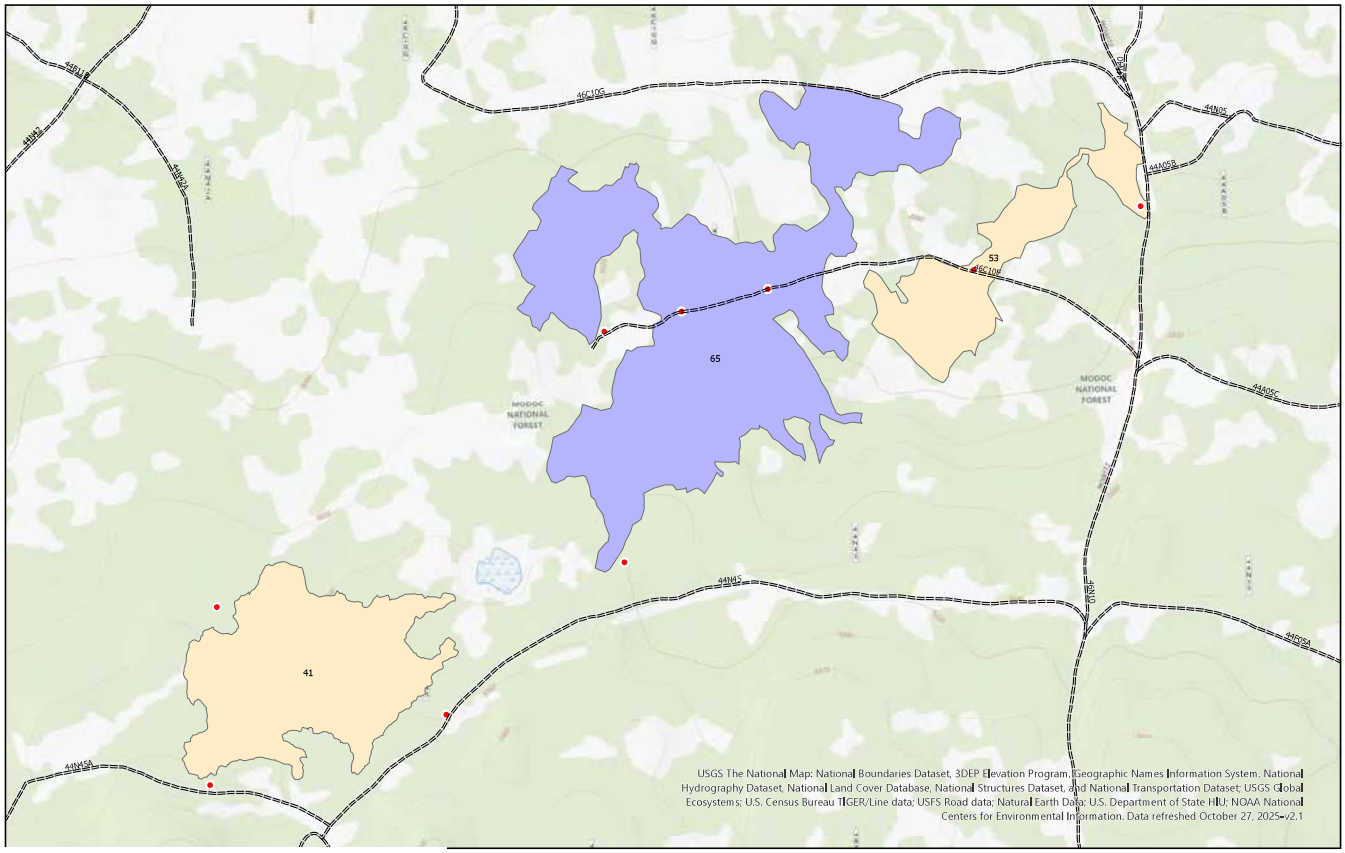

Disclaimer:
- Landing locations are approximate. There are an estimated 44 landings.
- Chipping Needed: Biomass material is accessible in displayed landings.
- Chipping/Potential Additional Piles: Accessible landing piles displayed. Additional piles will be subject to agreement-access to be agreed upon.
- Not Cut: Trees still need to be cut, skidded, decked, and removed.
- Piled Throughout: Material decked throughout units for specifically for burning. Not suitable for removal.
- Need Skidding: Material is cut but will still need to be skidded to a landing for removal.

Folder: T:\FS\NFS\Modoc\Program\2400TimberMgmt\GIS\Workspace\DLongale\Projects\GardenPlantation\

Date Exported: 7/22/2026 11:19 AM DLongale

# Northern Garden Plantation Units

By Dylan Longale




Disclaimer:
- Landing locations are approximate. There are an estimated 44 landings.
- Chipping Needed: Biomass material is accessible in displayed landings.
- Chipping/Potential Additional Piles: Accessible landing piles displayed. Additional piles will be subject to agreement-access to be agreed upon.
- Not Cut: Trees still need to be cut, skidded, decked, and removed.
- Piled Throughout: Material decked throughout units for specifically for burning. Not suitable for removal.
- Need Skidding: Material is cut but will still need to be skidded to a landing for removal.

0 0.25 0.5 1 Miles

Roads
Landing Piles
Chipping Needed
Chipping/Potential Additional Piles
Not Cut
Piled Throughout
Need Skidding

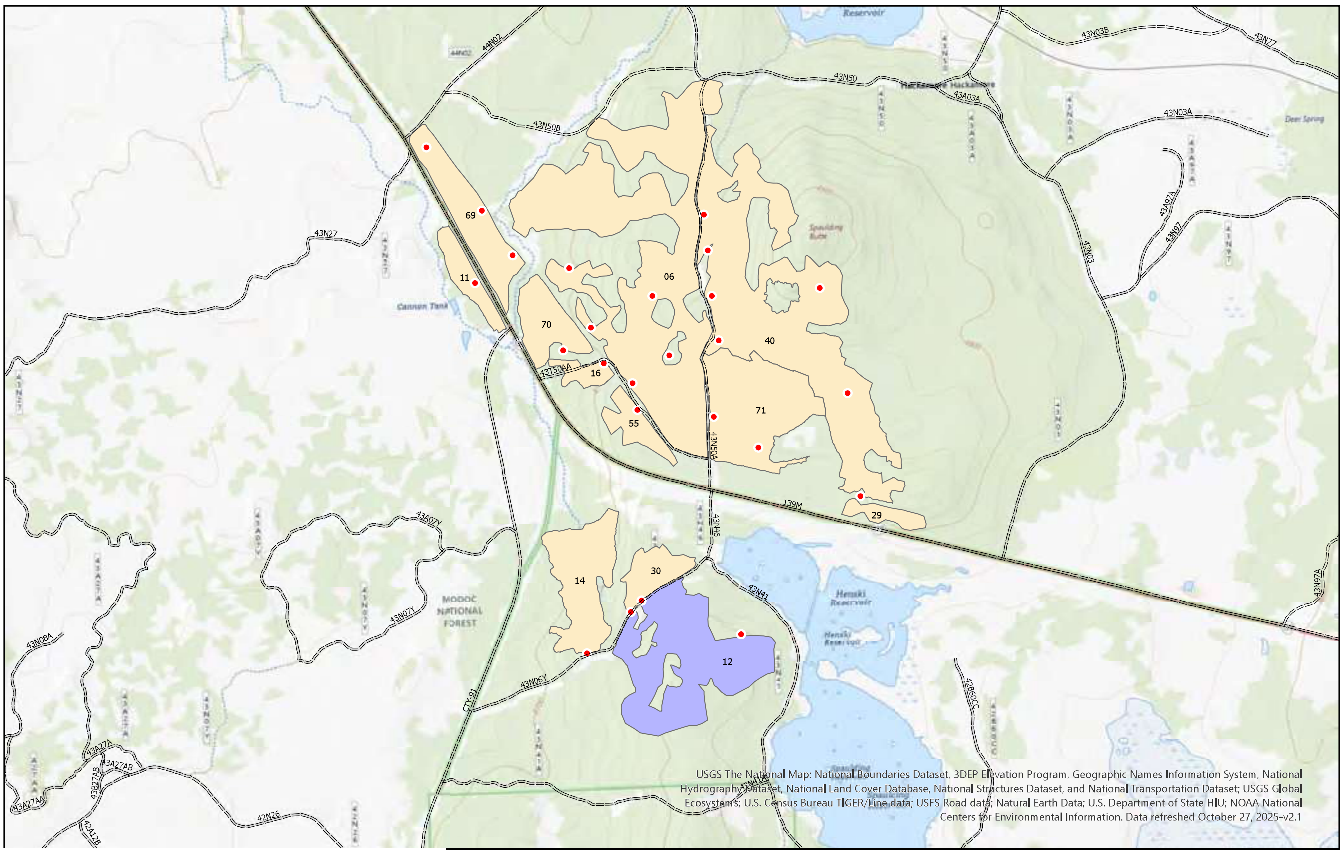
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Date Exported: 7/22/2026 11:21 AM DLongale

# Southern Garden Plantation Units

By Dylan Longale

N




Disclaimer:
-Landing locations are approximate. There are an estimated 44 landings.
-Chipping Needed: Biomass material is accessible in displayed landings.
-Chipping/Potential Additional Piles: Accessible landing piles displayed. Additional piles will be subject to agreement-access to be agreed upon.
-Not Cut: Trees still need to be cut, skidded, decked, and removed.
-Piled Throughout: Material decked throughout units for specifically for burning. Not suitable for removal.
-Need Skidding: Material is cut but will still need to be skidded to a landing for removal.

0 0.25 0.5 1 Miles

Roads
Landing Piles
Chipping Needed
Chipping/Potential Additional Piles
Not Cut
Piled Throughout
Need Skidding

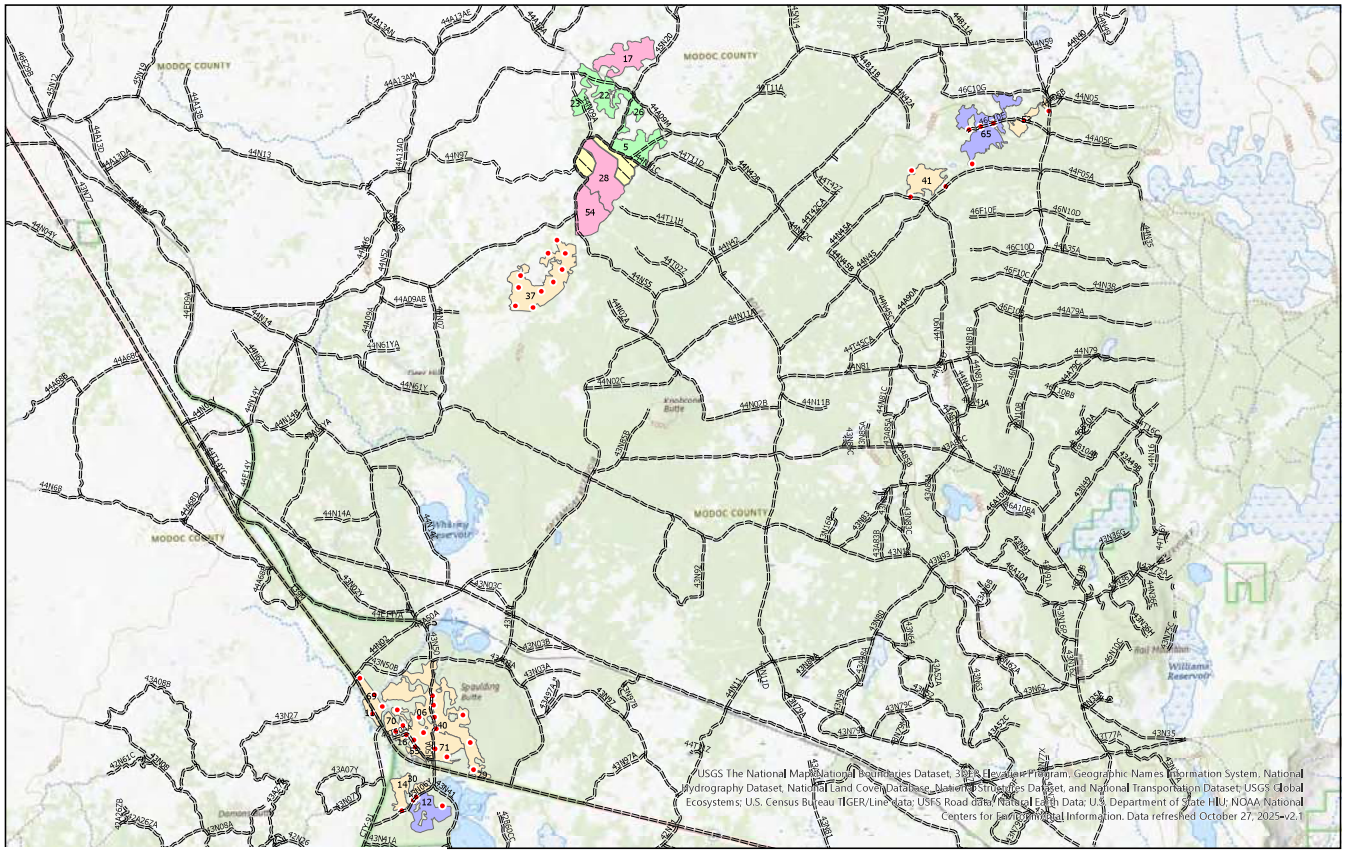
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Date Exported: 7/22/2026 11:17 AM DLongale

# Overview of Garden Plantation Units

By Dylan Longale

N




Disclaimer:
- Landing locations are approximate. There are an estimated 44 landings.
- Chipping Needed: Biomass material is accessible in displayed landings.
- Chipping/Potential Additional Piles: Accessible landing piles displayed. Additional piles will be subject to agreement-access to be agreed upon.
- Not Cut: Trees still need to be cut, skidded, decked, and removed.
- Piled Throughout: Material decked throughout units for specifically for burning. Not suitable for removal.
- Need Skidding: Material is cut but will still need to be skidded to a landing for removal.

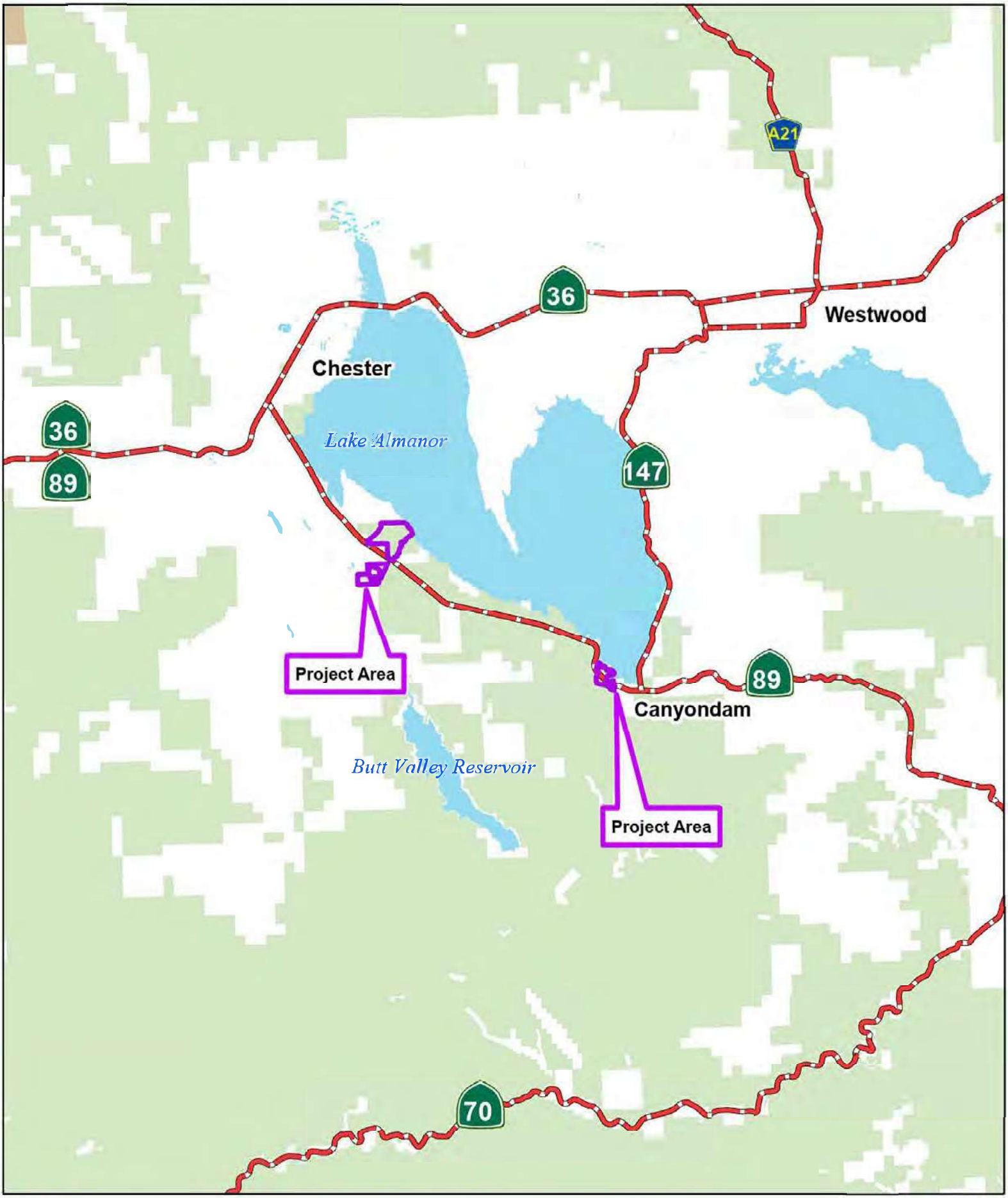
0 1.75 3.5 7 Miles

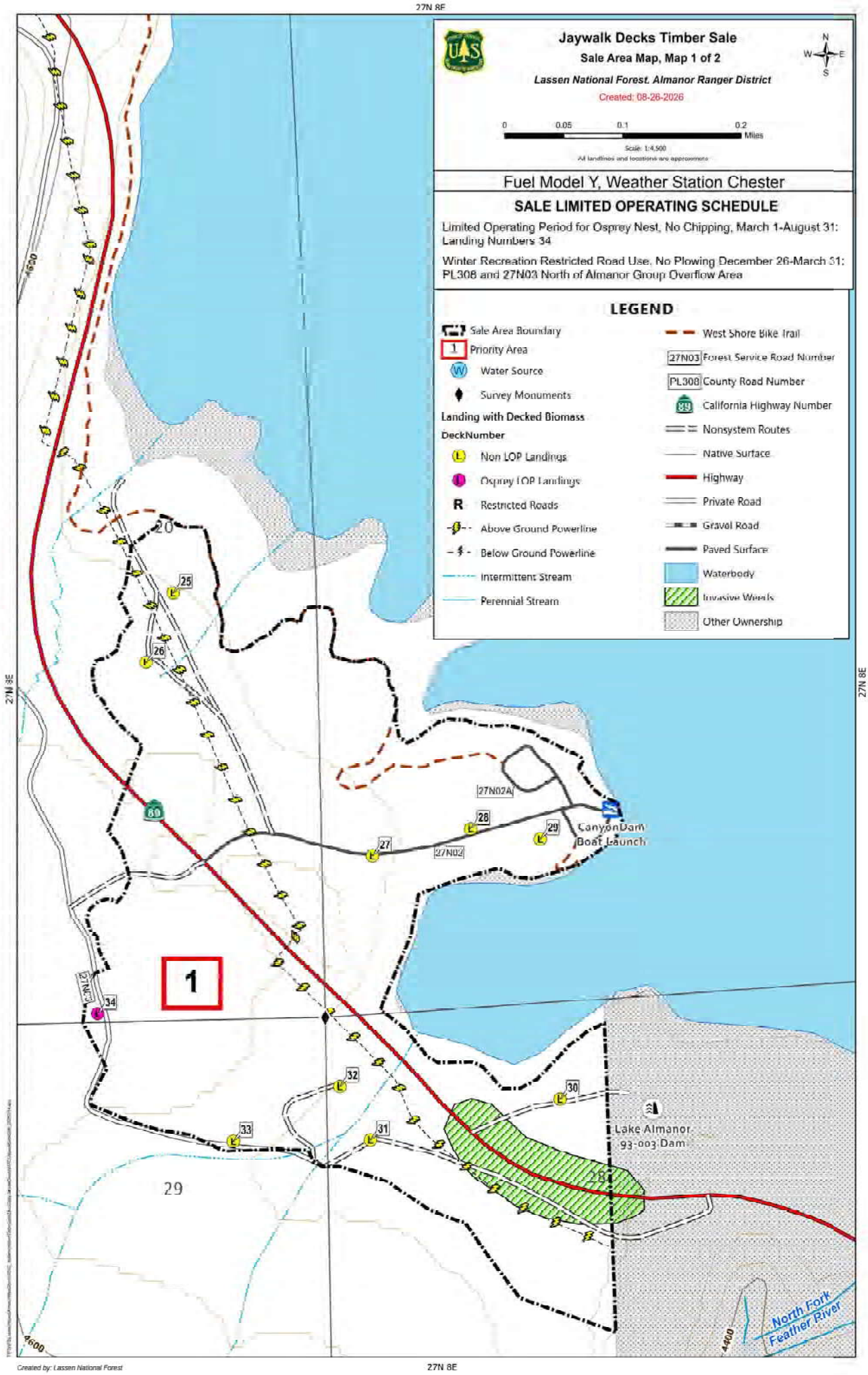
Roads
Landing Piles
Chipping Needed
Chipping/Potential Additional Piles
Not Cut
Piled Throughout
Need Skidding

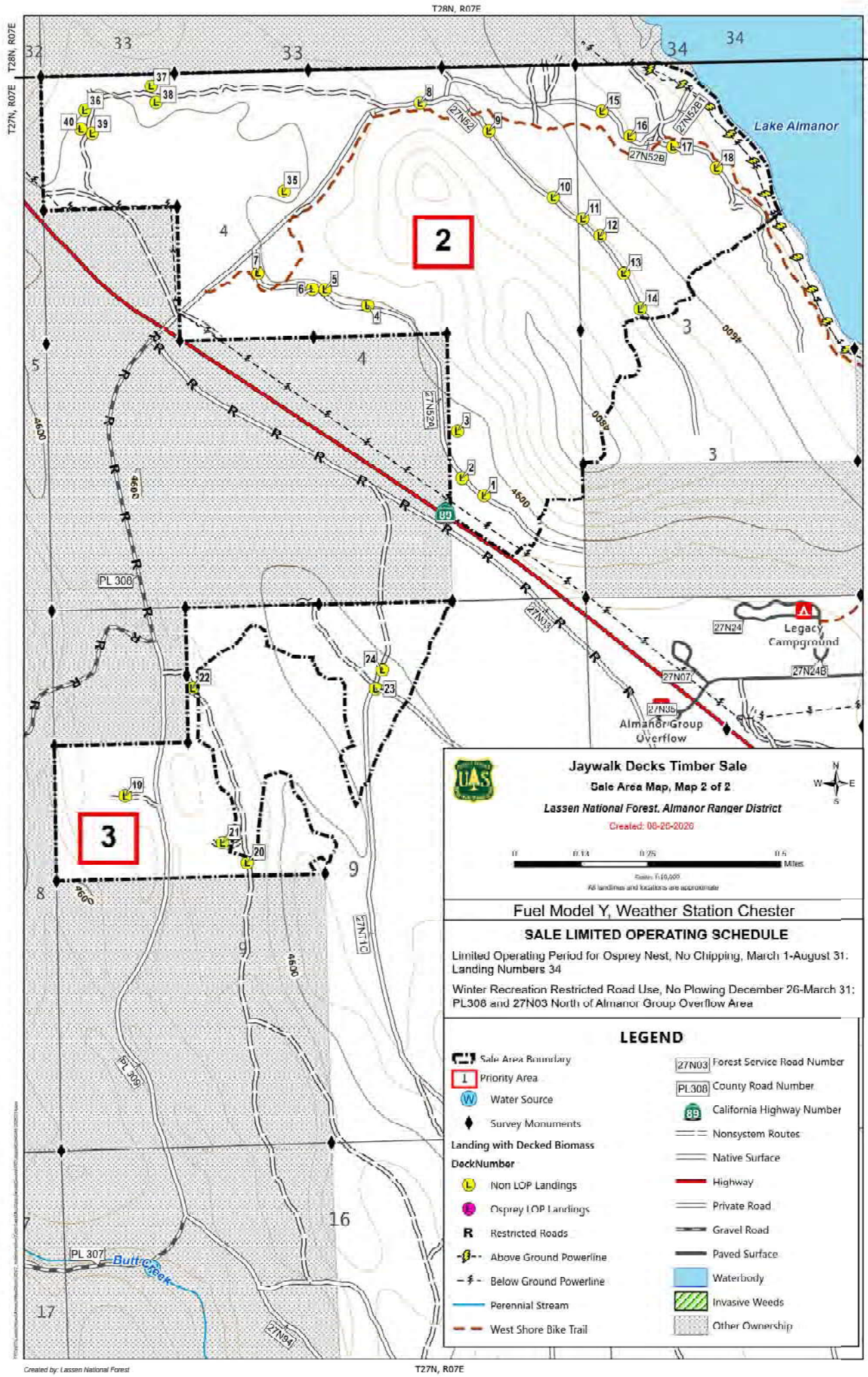
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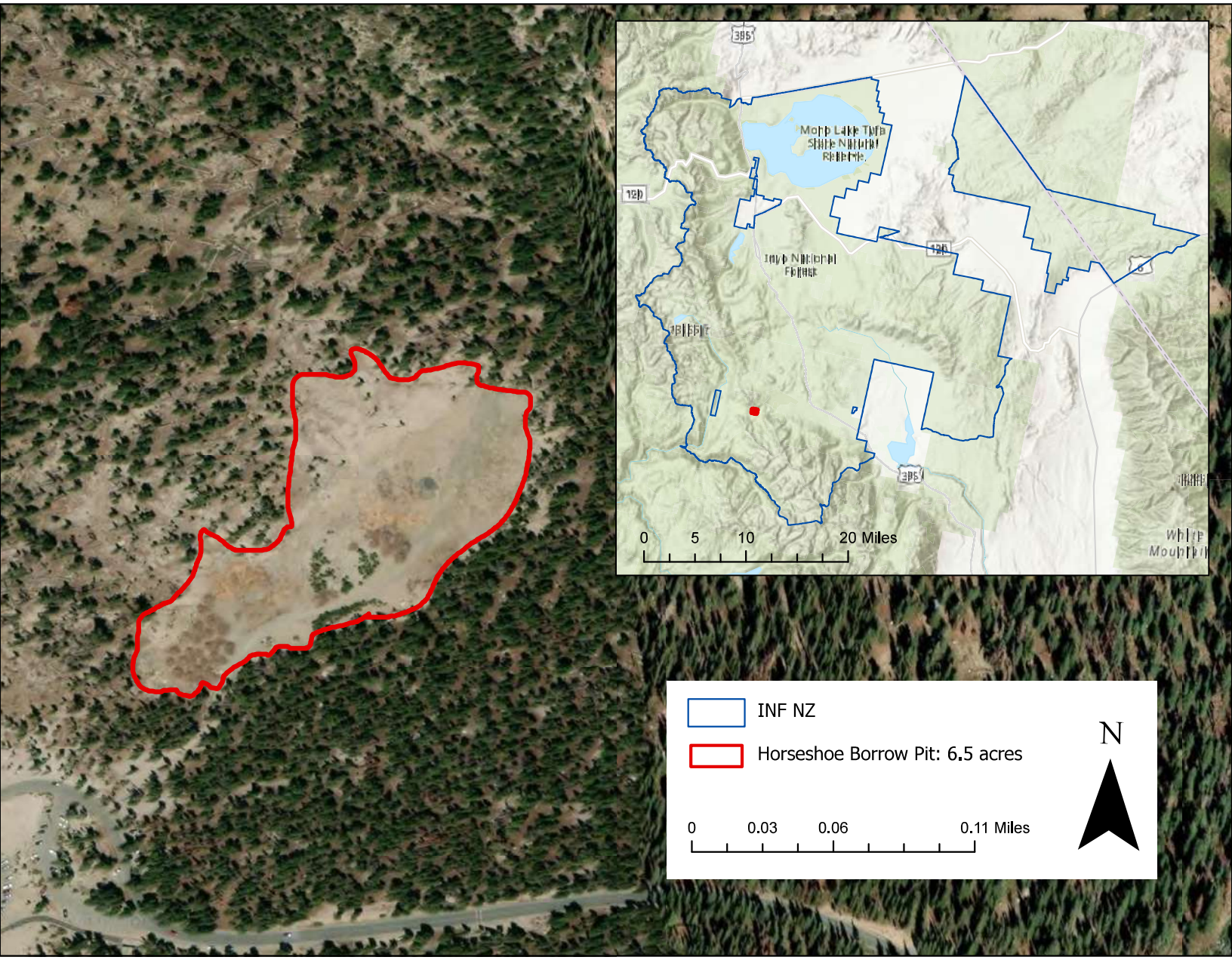
Date Exported: 7/22/2026 11:09 AM DLongale

# Jaywalk Decks Timber Sale Vicinity Map




27N 8E
Jaywalk Decks Timber Sale
Sale Area Map, Map 1 of 2
Lassen National Forest, Almanor Ranger District
Created: 08-26-2026
0 0.05 0.1 0.2 Miles
Scale: 1:4,500
All landlines and locations are approximate
N
W E
S
Fuel Model Y, Weather Station Chester
SALE LIMITED OPERATING SCHEDULE
Limited Operating Period for Osprey Nest, No Chipping, March 1-August 31: Landing Numbers 34
Winter Recreation Restricted Road Use, No Plowing December 26-March 31: PL308 and 27N03 North of Almanor Group Overflow Area
LEGEND
Sale Area Boundary
Priority Area
Water Source
Survey Monuments
Landing with Decked Biomass
DeckNumber
Non LOP Landings
Osprey LOP Landings
Restricted Roads
Above Ground Powerline
Below Ground Powerline
Intermittent Stream
Perennial Stream
West Shore Bike Trail
27N03 Forest Service Road Number
PL308 County Road Number
89 California Highway Number
Nonsystem Routes
Native Surface
Highway
Private Road
Gravel Road
Paved Surface
Waterbody
Invasive Weeds
Other Ownership
1620
20
25
26
27
27N02
27N02A
28
29
30
31
32
33
34
27N03
89
Canyon Dam Boat Launch
Lake Almanor 93-003 Dam
North Fork Feather River
4600
4400
29
27N 8E
Created by: Lassen National Forest
27N 8E


T28N, R07E
T27N, R07E
Lake Almanor
2
3
PL 308
27N24
Legacy Campground
27N24B
27N07
27N36
Almanor Group Overflow
PL 307
Butt Creek
Jaywalk Decks Timber Sale
Sale Area Map, Map 2 of 2
Lassen National Forest, Almanor Ranger District
Created: 08-26-2020
Miles
All landlines and locations are approximate
Fuel Model Y, Weather Station Chester
SALE LIMITED OPERATING SCHEDULE
Limited Operating Period for Osprey Nest, No Chipping, March 1-August 31: Landing Numbers 34
Winter Recreation Restricted Road Use, No Plowing December 26-March 31: PL308 and 27N03 North of Almanor Group Overflow Area
LEGEND
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Osprey LOP Landings
Restricted Roads
Above Ground Powerline
Below Ground Powerline
Perennial Stream
West Shore Bike Trail
27N03 Forest Service Road Number
PL308 County Road Number
89 California Highway Number
Nonsystem Routes
Native Surface
Highway
Private Road
Gravel Road
Paved Surface
Waterbody
Invasive Weeds
Other Ownership
Created by: Lassen National Forest
T27N, R07E


INF NZ
Horseshoe Borrow Pit: 6.5 acres
0 0.03 0.06 0.11 Miles
N
0 5 10 20 Miles

**U.S. Forest Service**

**OMB 0596-0217**
**FS-1500-21B**

Appendix D

USFS Agreement No.: **24-SA-11052000-056** Mod No. **002**
Partner Agreement No.:
Project Name.: REGIONAL FUELS REDUCTION

**Stewardship Agreement Financial Plan**

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

| | FS CONTRIBUTIONS | | PARTNER CONTRIBUTIONS (1) | | | |
|---|---|---|---|---|---|---|
| COST ELEMENTS (Direct Costs) | (a) Noncash | (b) Cash to Partner | (c) Noncash (2) | (d) In-Kind | (e) Other Federal | (f) TOTAL |
| 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 | $2,973,094.25 | $0.00 | $0.00 | $0.00 | $2,973,094.25 |
| Contracted Stewardship Work | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Subtotal | $120,000.00 | $3,264,694.25 | $0.00 | $0.00 | $0.00 | $3,384,694.25 |
| Partner Indirect Costs | | $90,990.00 | $0.00 | | | $90,990.00 |
| FS Overhead Assessment | $19,200.00 | | | | | $19,200.00 |
| Total | $139,200.00 | $3,355,684.25 | $0.00 | $0.00 | $0.00 | $3,494,884.25 |

| 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 | $5,875.28 |
| Project Grand Total | $3,500,759.53 (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 | $5,875.28 | $5,875.28 |

(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:** Modification 002

**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 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | **Stewardship Items (1):** | | | | | (1) | | | (1) | | |
| 1.1 | Eldorado NF: Grizzly Flat Cull Log and Biomass Removal/Transportation | tons | 21,773 | $ 40.00 | $870,920.00 | $868,742.70 | | | $2,177.30 | | |
| 3.0 | Shasta-Trinity NF: Pumice Fire Salvage Biomass Removal/ Transportation | tons | 13,596 | $ 47.25 | $642,411.00 | $641,051.40 | | | $1,359.60 | | |
| 4.0 | Mendocino NF: Hammemorn Biomass Removal/ Transportation | tons | 6,352 | $ 73.50 | $466,872.00 | $466,236.80 | | | $635.20 | | |
| 5.0 | Modoc NF: Garden Plantation Biomass Removal/ Transportation | tons | 11,905 | $ 47.25 | $562,511.25 | $561,320.75 | | | $1,190.50 | | |
| 6.0 | Lassen NF: Jaywalk Biomass Removal/ Transportation | tons | 8,265.00 | $ 42.00 | $347,130.00 | $346,303.50 | | | $826.50 | | |
| 7.0 | Inyo NF: Horseshoe Decks Bioamss Removal/ Transportation | tons | 1,000.00 | 68.25 | $68,250.00 | $68,150.00 | | | $100.00 | | |
| | Partner Indirect Costs (3) | % | | | $90,990.00 | $90,990.00 | | | | | |
| | **Support Activities: (2)** | | | | | **Enter In ATSA (1) Cannot Use Retained Receipts** | | | | | |
| 2.0 | 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 | | | | | |
| | Partner Indirect Costs (3) | % | | | | $0.00 | | | | | |
| | | **TOTAL:** | | | **$3,355,684.25** | **$3,349,395.2** | **$0.00** | **$0.00** | **$6,289.10** | | |

| **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) | $3,494,884.25 |

| | | | |
|---|---|---|---|
| Forest product total value: | $5,875.28 | Services Exchanged total value: | $5,875.28 |

(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 determing 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 formules, 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 |
| | | | | | $0.00 |
| | | | | | $0.00 |

**Non-Standard Calculation**

| | | | | | |
|---|---|---|---|---|---|
| **Total Salaries/Labor** | | | | | **$120,000.00** |

| **Subtotal Direct Costs** | $120,000.00 |
|---|---|

**Forest Service Overhead Costs**

| Current Overhead Rate | Subtotal Direct Costs | | | Total |
|---|---|---|---|---|
| 16.00% | $120,000.00 | | | $19,200.00 |
| **Total FS Overhead Costs** | | | | **$19,200.00** |

| **TOTAL COST** | **$139,200.00** |
|---|---|

APPENDIX E- Modification 002

SCHEDULE OF ITEMS AND SPECIFICATIONS

SCHEDULE OF ITEMS:

| Item Number | Description | Unit of Measure | Quantity | Unit Price $ | Total $ |
|---|---|---|---|---|---|
| 1.1 | Eldorado NF: Grizzly Flat Cull Log and Biomass Removal/Transportation | tons | 21,773 | $ 40.00 | $870,920.00 |
| 3.0 | Shasta-Trinity NF: Pumice Fire Salvage Biomass Removal/ Transportation | tons | 13,596 | $47.25 | $642,411.00 |
| 4.0 | Mendocino NF: Hammerhorn Deck Biomass Removal/ Transportation | tons | 6,352 | $ 73.50 | $466,872.00 |
| 5.0 | Modoc NF: Garden Plantation Biomass Removal/ Transportation | tons | 11,905 | $ 47.25 | $562,511.25 |
| 6.0 | Lassen NF: Jaywalk Biomass Removal/ Transportation | tons | 8,265 | 42.00 | $347,130.00 |
| 7.0 | Inyo NF: Horseshoe Decks Biomass Chipping/ Removal/ Transportation | tons | 1,000.00 | 68.25 | $68,250.00 |

SPECIFICATIONS:

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.

Detailed specifications for each project will be agreed upon by the National Forest and GSNR prior to GSNR soliciting bids for biomass removal and transportation. If one project has cost savings due to bids coming in lower than expected, GSNR will apply the savings to removing more volume on an additional project within this agreement up to the total volumes outlined in Appendix F, without necessity of a formal modification.

**APPENDIX F-**3.0: Pumice Fire Salvage, Shasta Trinity NF

**Timber Removal Specifications**

| **F.1 – Location and Area -** | | | |
|---|---|---|---|
| This Stewardship Project Area of: | *Approx. 250* | acres more or less are located in: | T*43N, R2E Siskiyou County* |

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

| | | | | **Minimum Specifications** | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | **Merchantable Tree** | | **Piece Required to be Removed** | | |
| **Species** | **Product** | **Estimated Quantity** | **Unit of Measure** | **Diameter Breast High (d.b.h.) *(inches)*** | **Number of Minimum Pieces per Tree** | **Length *(feet)*** | **Diameter Inside Bark at Small End *(in)*** | **Net Merch. Factor 1/** |
| Combined Softwood | Cull Logs | 24,000 | TON | N/A | N/A | 8 | 4 | NA |
| **Total Quantity** | | 24,000 | | | | | | |

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(in) |
|---|---|---|
| **NA** | **NA** | **NA** |

**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 | 24,000 | Tons | $0.10 | NA |

**F.5 - Timber Rates.** ***(Tree Measurement)- NA***

**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.

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

**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 |
|---|---|---|
| NA | NA | NA |

**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, Subcontractors, 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.** The Cooperator 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.”

**F.10-a– Specified Roads.**

Name and Date of Governing Road
Specifications: NA

| Project | | Design | Approx. | Sheet Numbers | Performance Responsibility | | |
|---|---|---|---|---|---|---|---|
| Road No. | Name | Class | Length *(mi./km.)* | and Approval Date | Survey | Design | Const. Staking |
| | | | | | | | |

**F.10-b - Road Maintenance Requirements.** The Cooperator shall maintain roads in accordance with the following Road Maintenance Requirements

**Road Maintenance Requirements Summary**

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | PRE-HAUL | DURING HAUL | | POST HAUL | | | | | | |
| | | | | T-805 | T-805 | T-809 | T-805 | | | | | | |
| 43N08H | 43N08 | end | 1.03 | P | P | P | P | | | | | | |
| 43N08B | 43N08 | end | 0.74 | P | P | P | P | | | | | | |
| 43N08 | 43N08X | 43N04 | 5.08 | P | P | P | P | | | | | | |
| 43N04 | 43N08 | 43N15 | 0.66 | P | P | P | P | | | | | | |
| 43N15 | 43N04 | HWY 89 | 21.00 | | | | | | | | | | |
| 43N55 | 43N08 | end | 0.32 | P | P | P | P | | | | | | |
| 43N55B | 43N55 | End | 0.24 | P | P | P | P | | | | | | |

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

**F.10-c - Use of Roads By the Partner.** The Cooperator'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 |

| Code | Use Limitations |
|---|---|
| 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:

**Restricted Road List**

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

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

Road 43N15 – (Harris Springs Road) A surface replacement deposit of approximately $41,474.00 ($2.57/Ton) for the total estimated 24,000 Tons available (~5920 CCF) is required. During normal haul season April 1 – October 31, the deposit will be charged for actual Tons removed/hauled on the road at a rate of $2.57 per Ton. When winter rate is in effect from November 1 – March 31, a winter collection rate will be applied in the amount of $6.35 per/Ton.

**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 | Tons | See F.1 of this Appendix | Weight | NA |

**F.13 - Advance Deposits.** The Cooperator agrees 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 the Cooperator 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 the Cooperator'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 the Cooperator. 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 the Cooperator on or prior to the termination date, shall remain with the Forest Service.

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 the Cooperator. 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 the Cooperator 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 the Cooperator at current rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event.

In the event Included Timber to which Forest Service holds title is destroyed, the Cooperator will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, the Forest Service shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current rates in effect at the time of the value loss shall be adjusted by differences to become the redetermined rates. There shall be no obligation for the Forest Service to supply, or for the Cooperator 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. If State statute or law defines limited liability, use that determination (e.g. Oregon), otherwise calculate the amount using the following formula:

[(1) x (2) + (3) x (4)] x (5) = Maximum Amount of 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.

____2_____ Workers

(2) Equals the daily (12 hour) wage rate for semi-skilled (AD-1) firefighter.

$___29.13___/Hr. x 12 hours = $_349.56_____

(3) Equals the number of pieces of equipment normally required to operate the size of proposed project that can effectively cut and clear fire lines.

_____1____ Pieces of equipment

(4) Average daily rate for each piece of equipment, including cost of operator, from current local engineering cost guide.

$__158.25____/Hr. x 12 hours = $____1,899___/12hr.

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

____2____days

**Cooperator's Obligation per Operations Fire,**

**Maximum Amount:** $ 5,200

**APPENDIX F-4.0: Hammerhorn Decks, Mendocino NF**

**Timber Removal Specifications**

| **F.1 – Location and Area -** | | | |
|---|---|---|---|
| This Stewardship Project Area of: | *Approx. 250* | acres more or less are located in: | *Section 8, 9, and 10 T.24N, R10W, 21; Mendocino County* |

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

| | | | | **Minimum Specifications** | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | **Merchantable Tree** | | **Piece Required to be Removed** | | |
| **Species** | **Product** | **Estimated Quantity** | **Unit of Measure** | **Diameter Breast High (d.b.h.) *(inches)*** | **Number of Minimum Pieces per Tree** | **Length *(feet)*** | **Diameter Inside Bark at Small End *(in)*** | **Net Merch. Factor 1/** |
| Combined Softwood | Cull Logs | 6,352+ | TON | N/A | N/A | 8 | 4 | NA |
| **Total Quantity** | | 6,352+ | | | | | | |

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(in) |
|---|---|---|
| **NA** | **NA** | **NA** |

**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 | 6,352 | Tons | $0.10 | NA |

**F.5 - Timber Rates.** ***(Tree Measurement)- NA***

**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.

| | Number | Miles |
|---|---|---|
| Clearcutting Units | N/A | |
| Specified Road Clearing – As needed to maintain haul route on NFS Roads | F.10 | 73.25 |
| Overstory Removal Units | N/A | |
| Understory Removal Units | N/A | |
| Individual Trees | N/A | |
| Incompletely Marked Timber | N/A | |

**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 |
|---|---|---|
| Equipment Exclusion Zones (EEZ)-stream courses and wetlands | None | Areas posted with Blue and White candy-striped flagging and or Orange and White candy-striped flagging. No wheeled or tracked equipment is allowed within the area unless prior written approval by Forest Service. |

**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, Subcontractors, 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.** The Cooperator is authorized to maintain roads, 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.”

**F.10-a– Specified Roads.**

Name and Date of Governing Road Specifications: NA

| Project: Hammerhorn | | Design | Approx. | Sheet Numbers | Performance Responsibility | | |
|---|---|---|---|---|---|---|---|
| | | | Length | and | | | Const. |
| Road No. | Name | Class | *(mi./km.)* | Approval Date | Survey | Design | Staking |
| N/A | | | | | | | |

**F.10-b - Road Maintenance Requirements.** The Cooperator shall maintain roads in accordance with the following Road Maintenance Requirements

**Road Maintenance Requirements Summary**

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | T-800 | T-802 | T-803 | T-804 | T-806 | T-809 | | | | |
| M21 | M1 | M2 | 8.6 | P | P | P | P | P | P | | | | |
| M2 | M21 | M4 | 10.8 | P | P | P | P | P | P | | | | |
| M4 | M2 | TEH 55 | 19.9 | P | P | P | P | P | P | | | | |
| M1 | M21 | FH-7 | 18.8 | P | P | P | P | P | P | | | | |
| M1 | M21 | 22N39 | 8 | P | P | P | P | P | P | | | | |
| 22N39 | M1 | M2 | 3.95 | P | P | P | P | P | P | | | | |
| M2 | 22N39 | M4 | 3.2 | P | P | P | P | P | P | | | | |
| FH-7 | M1 | GLE 306 | 52.9 | R3 | R3 | R3 | R3 | R3 | R3 | | | | |
| TEH 55 | M4 | TEH 56 | 14.4 | R3 | R3 | R3 | R3 | R3 | R3 | | | | |

P = Partner Performance Item, D = Deposit to Forest Service, R3 = Third Party Requirement (County), O = Optional

- M4 NFS Road is pavement for the last 4.75 miles to the junction of the TEH 55 road junction.
- The TEH 55 road will require maintenance specifications per Tehama County. Road is pavement from the Junction of the M4 to the junction of TEH 56.
- FH-7 is administered by Mendocino and Glenn Counties. Road specifications per Mendocino and Glenn Counties.

**ROAD MAINTENANCE T-SPECIFICATIONS**

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

Contractor will be responsible for doing all pre- and post-haul road maintenance with no compensation from the Forest Service.

| **Hammerhorn Decks** | | **Road Maintenance T-Specifications** |
|---|---|---|
| T-Spec Number | Applicable Items | Specifications Title |
| T-800 | X | Definitions |
| T-801 | | Slide and Slump Repair |
| T-802 | X | Ditch Cleaning – As needed |
| T-803 | X | Surfacing Blading – project area |
| T-804 | X | Surfacing Repair – if damage in haul |
| T-805 | X | Road Grading – haul route as needed |
| T-806 | X | Dust Abatement |
| T-807 | | Roadway Vegetation |
| T-808 | | Miscellaneous Structures |
| T-809 | X | Waterbars – in project area |
| T-810 | | Barriers |
| T-811 | | Surface Treatment |

**T-809 Dust Abatement**

809.01 Description

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

809.02 Material

A. A dust abatement plan must be agreed on before hauling on roads that require dust abatement, as shown in F.10. The plan must include the type of dust abatement material to use, the rates of application, and the frequency of applications.

B. The Project area map designates the locations of approved water sources. The Forest Service may approve alternate water sources.

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

Operating Guidelines:

1. Pumping rate shall not exceed 350 gallons per minute.

2. The pumping rate shall not exceed ten percent of the stream flow.

3. Seek streams and pools where water is deep and flowing, as opposed to streams with low flow and small isolated pools.

4. Pumping shall be terminated when the tank is full. The effect of single pumping operations, or multiple pumping operations at the same location, shall not result in obvious draw-down of either upstream or downstream pools.

5. Each pumping operation shall use a fish screen. The screen face should be oriented parallel to flow for best screening performance. The screen shall be designed and used such that it can be submerged with at least one-screen-height clearance above and below the screen.

6. Operators shall keep a log on the truck containing the following information:

a. Operator's Name
b. Date
c. Time
d. Pump Rate
e. Filling Time
f. Screen Cleaned (Y or N)
g. Screen condition
h. Comments
i. Completed logs will be available for review by Forest Service Representative if asked for.

Screen Construction Criteria:

1. Surface Area:

A. The total (unobstructed) surface area of the screen shall be at least 2.5 square feet, based on the upper limit of pumping of 350 gpm. Larger surface areas are recommended where debris buildup is anticipated, and where stream depth is adequate to keep the screen submerged at approximately mid-depth.

2. Screen Mesh:

A. Screen Mesh must be in good repair and present a sealed, positive barrier effectively preventing entry of the "design fish" into the intake. The design fish in this case is an immature (20-30mm) salmon or steelhead fry.

B. The screen mesh size shall be:

i. round openings – maximum 3/32 inch diameter (.09 inch)
ii. Square openings – maximum 3/32 inch diagonal (.09 inch)
iii. Slotted openings – maximum 1/16 inch width (.07 inch)

3. Screen Design:

A. Water drafting screens may be off-the-shelf products, but they are often custom-made devices appropriate to the scale and duration of pumping operation. To keep the screen supported and correctly positioned in the water column, adjustable support legs are advised. Screen geometry can be configured either as rectangular or cylindrical, i.e. as a shallow "box-shape" or tubular.

B. The intake structure shall be designed to promote uniform velocity distribution at all external mesh surfaces. This can be accomplished with a simple internal baffle devise that distributes the flow evenly across the entire surface of the screen. In order to accomplish this, the designer needs to

understand the hydraulic characteristics of these devices. There is a tendency for most of the intake water to enter the screen near the hose end, so a typical internal baffle would consist of a pipe (or manifolded set of pipes) which have variable porosity holes at predetermine spacing. We recommend starting near the hose end with approximately 5 – 10% average open area, and gradually increasing the porisity toward the length of the screen. At a point where screen length exceeds three times the diameter of the suction hose, the baffling effect tends to diminish rapidly. At this point the baffle porosity may approach 100%. A successful baffle system will functionally distribute flow to all areas of the screen. A poorly designed screen may result in high-velocity "hot spots", which could lead to fish impingement on the screen face.

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

4. Screen Structure:

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

5. Screen Cleaning:

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

B. If the operator notes (1) impingement of any juvenile fish on the screen face or (2) entrainment of any fish through the screen mesh, he/she should stop operations and notify the Forest Wildlife/Fisheries Biologist:

Mendocino National Forest
Attn: Forest Wildlife / Fisheries Biologist
825 N. Humboldt Avenue
Willows, CA 95988

**F.10-c - Use of Roads By the Partner.** The Cooperator'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 |

| Code | Use Limitations |
|---|---|
| W | Regulation waiver |

Roads coded A will be signed by the GSNR 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:

**Restricted Road List**

| Road Number | Road Name | Termini | | Map Legend | Description of Restrictions |
|---|---|---|---|---|---|
| | | From | To | | |
| 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 | Tons | See F.1 of this Appendix | Weight | NA |

**F.13 - Advance Deposits.** The Cooperator agrees 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 the Cooperator 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 the Cooperator'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 the Cooperator. 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 the Cooperator on or prior to the termination date, shall remain with the Forest Service.

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 the Cooperator. 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 the Cooperator 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 the Cooperator at current rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event.

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

Limited Liability for Operations Fires.

Maximum Amount of 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. If State statute or law defines limited liability, use that determination (e.g. Oregon), otherwise calculate the amount using the following formula:

[(1) x (2) + (3) x (4)] x (5) = Maximum Amount of 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.

_____2___ Workers

(2) Equals the daily (12 hour) wage rate for semi-skilled (AD-1) firefighter.

$__29.13__/Hr. x 12 hours = $__349.56____

(3) Equals the number of pieces of equipment normally required to operate the size of proposed project that can effectively cut and clear fire lines.

_____1____ Pieces of equipment

(4) Average daily rate for each piece of equipment, including cost of operator, from current local engineering cost guide.

$__158.25__/Hr. x 12 hours = $__1,899___/12hr.

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

_____2____days

**Cooperator's Obligation per Operations Fire,**

**Maximum Amount:** $ 5,200

APPENDIX F-5.0: Garden Plantation, Modoc NF

**Timber Removal Specifications**

| **F.1 – Location and Area -** | | | |
|---|---|---|---|
| This Stewardship Project Area of: | *Approx. 3,230* | acres more or less are located in: | T43N, R7E sections 1, 12, 16, 17, 21,22,23,23,27, 34 & 35; T43N R8E sections 6&7; T44N, R7E sections 25& 36, T44N, R8E sections 7,8,13,17,18,19,23,24 &31 and T44N, R9E section 18 *Modoc County* |

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

| | | | | **Minimum Specifications** | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | **Merchantable Tree** | | **Piece Required to be Removed** | | |
| **Species** | **Product** | **Estimated Quantity** | **Unit of Measure** | **Diameter Breast High (d.b.h.) *(inches)*** | **Number of Minimum Pieces per Tree** | **Length *(feet)*** | **Diameter Inside Bark at Small End *(in)*** | **Net Merch. Factor 1/** |
| OS | Biomass | 22,000 | Tons | N/A | N/A | 6 | N/A | NA |
| **Total Quantity** | | 22,000 | | | | | | |

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(in) |
|---|---|---|
| **NA** | **NA** | **NA** |

**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 | | OS | Biomass | 22,000 | Tons | $0.10 | NA |

**F.5 - Timber Rates.** ***(Tree Measurement)- NA***

**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.

| | Number | Acres |
|---|---|---|
| Clearcutting Units | 0 | |
| Specified Road Clearing | 0 | |
| Overstory Removal Units | 0 | |
| Understory Removal Units | 0 | |
| Individual Trees | 0 | |
| Incompletely Marked Timber | 0 | |

**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 |
|---|---|---|
| NA | NA | NA |

**F.8 Tree Designation/Included Timber.**

Decked Biomass 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, Subcontractors, 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.9-a- Site Specific Special Protection Measures**

Special protection measures needed to protect known areas identified on Contract Area Map or on the ground include:

Protection of Powerline: Prior to “Partners Operations” operations adjacent to the powerline in units 6, 13, 16, 19, 29, 40, 51, 55, 68, 69, 70 & 71 contact Pacific Power’s Klamath Falls, OR. office @ 541-883-7829

Protection of Research Areas:

Partners operations/equipment not permitted within the research areas shown on the Sale Area Map. Two sites are in unit 11 designated on the ground with red flagging and painted boundaries facing into unit 11. Boundary trees are identified with an orange tracer painted vertical stripe on three faces of the bole and stump marks. The center stripe faces into unit 11 and the other two are facing adjoining boundary trees.

The other research area is adjacent to Unit 16 identified with red flagging and unit 16 boundary trees designated as in unit 11.

Cultural Resource Protection Measures: Partners operations/equipment are not permitted within the boundaries of the control areas designated on the ground with red and black striped flagging with the exception of existing haul routes that enter the control area. Blading or other road improvement disturbances causing soil removal is not permitted within the control area.
Any felled trees that accidentally fall into the control area may only be removed if the tree can be lifted off of the ground without dragging or causing other ground disturbing activities within the control area.
Known cultural resource areas that need to be protected are not shown on the Sale Area Map but are designated on the ground as described above. The Sale Administrator will have a map for viewing that is exempt from disclosure under the Freedom of Information Act.

Stream course Protection Measures: Equipment not permitted within the area designated on the ground with Orange "STREAMSIDE MANAGEMENT ZONE" flagging and Yellow "Equipment and Vehicles PROHIBITED Behind This Sign" signs. Included timber within the 50' buffered zone can be removed by reaching in or endlining up to the limits of the unit boundary.

**F.9-b- Fence/Gate.**
During Partners Operations on the portions of the Sale Area where cattle are present, Partner shall do one of the following: (1) provide an attendant at each fence gate shown on the Sale Area Map, or (2) close the gate immediately after each vehicle passage

**F.9-c- Slash Treatment**
Partner's Slash Responsibility Table

| Cutting Unit(s) | Map Symbol | Type of Slash Disposal |
|---|---|---|
| All | MACH | Landing Cleanup/Machine Piling |
| All | FELL | Fell Damaged Trees |

Landing Cleanup
A landing is considered a place where any logs or products are gathered for loading. All slash accumulated at landings shall be piled. Piles shall be reasonably compact and free of soil to facilitate burning. Piles will not be greater than 15 feet in height. Piles shall be of a size and location which will not impair road use or result in damage to residual timber. Piles shall be located at least 30 feet from drip line of residual timber. Piles shall not be more than 20 X 20 feet long.
All objects which extend more than 3 feet in any direction from the windrow or pile profile will be cut off and returned to the windrow or pile.
Fell Damaged Residual
Partner shall fell all species over 5 feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by Partner's Operations. Such trees shall be limbed to a stem diameter of approximately 3 inches, at which point the top shall be cut from the remainder of the stem.

**F.10 - Roads.** The Partner 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."

An encroachment permit request has been sent to CalTrans for access to Highway 139 from unit 11. In addition, the request included improving the existing access for the 43N50A road to Highway 139; however, the primary haul route is to use the 43T50AA road off of the 43N50A road to Highway 139

**F.10-a– Specified Roads.**

Name and Date of Governing Road Specifications: NA

| Project | | Design | Approx. | Sheet Numbers | Performance Responsibility | | |
|---|---|---|---|---|---|---|---|
| | | | Length | and | | | Const. |
| Road No. | Name | Class | *(mi./km.)* | Approval Date | Survey | Design | Staking |
| | | | | | | | |

**F.10-b - Road Maintenance Requirements.** The Cooperator shall maintain roads in accordance with the following Road Maintenance Requirements

## Road Maintenance Requirements Summary

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | 801 | 802 | 803 | 804 | 805 | 806 | 807 | 808 | 809 | 810 |
| 44N02 | SH 139 | 44N11 | 8.21 | | | | | | | | | | |
| 44N02A | 44N02 | 44G02AA | .30 | | | P | | | | | | | |
| 44G02AA | 44N02A | Unit 37 | 1.46 | | | P | | | | P | | | |
| 44N02C | 44N02 | UNIT 2 | .21 | | | P | | | | P | | | |
| 43N85 | 44N02 | Unit 2 | .75 | | | | | | | | | | |
| 43N85B | 43N85 | Unit 2 | .38 | | | | | | | | | | |
| 44N11 | 44N02 | 44N09 | 1.68 | | | | | | | | | | |
| 44N11C | 44N11 | 44N09 | 1.27 | | | P | | | | P | | | |
| 44G11CA | 44N11C | Road End | .97 | | | P | | | | P | | | |
| 44N09 | 44N11 | 44N09A | 1.92 | | | P | | | | P | | | |
| 44N09 | 44N09A | 44N55 | 1.18 | | | P | | | | | | | |
| 44A09M | 44N09 | 45N20 | .73 | | | P | | | | P | | | |
| 44N09A | 44N09 | UNIT 23 | .63 | | | P | | | | P | | | |
| 44N13 | 44A09M | 44A13A | .31 | | | P | | | | P | | | |
| 44A13A | 44N13 | Unit 22 | .59 | | | P | | | | P | | | |
| 45N20 | 44A09M | Unit 17 | .63 | | | P | | | | P | | | |
| 45N20 | 44N09 | Unit 26 | .19 | | | P | | | | P | | | |
| 43N50 | 44N02 | 43N50A | .59 | | | P | | | | P | | | |
| 43N50A | 43N50 | SH 139 | 1.45 | | | P | | | | P | | | |
| 43T50AA | 43N50A | SH 139 | .76 | | | P | | | | P | | | |
| 44G14YBC | SH 139 | 44T14YC | .01 | | | P | | | | P | | | |
| 44T14YC | 44G14YBC | 44E14YA | .49 | | | P | | | | P | | | |
| 44E14YA | 44T14YA | Temp Rd | .26 | | | P | | | | P | | | |
| 43N06Y | CR 91 | 43N41 | 1.0 | | | P | | | | P | | | |
| 43N41 | 43N06Y | S BDY U12 | .8 | | | P | | | | P | | | |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 43G07YA | SH 139 | Road End | .12 | | | P | | | | | | | |
| 46N10 | SH 139 | Unit 53 | 11.72 | | | | | | | | | | |
| 46C10F | 46N10 | Road End | 1.16 | | | P | | | | P | | | |
| 44N45 | 46N10 | 44N45A | 1.66 | | | P | | | | | | | |
| 44N45A | 44N45 | Unit 41 | .31 | | | P | | | | P | | | |

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

## Road Maintenance Requirements Summary

| Road | Termini | | Miles | Applicable During Haul Road Maintenance Specifications | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | 801 | 802 | 803 | 804 | 805 | 806 | 807 | 808 | 809 | 810 |
| 44N02 | SH 139 | 44N11 | 8.21 | | | P | | | P | | | | |
| 44N02A | 44N02 | 44G02AA | .30 | | | P | | | P | | | | |
| 44G02AA | 44N02A | Unit 37 | 1.46 | | | P | | | P | | | | |
| 44N02C | 44N02 | UNIT 2 | .21 | | | P | | | P | | | | |
| 43N85 | 44N02 | Unit 2 | .75 | | | P | | | P | | | | |
| 43N85B | 43N85 | Unit 2 | .38 | | | P | | | P | | | | |
| 44N11 | 44N02 | 44N09 | 1.68 | | | P | | | P | | | | |
| 44N11C | 44N11 | 44N09 | 1.27 | | | P | | | P | | | | |
| 44G11CA | 44N11C | Road End | .97 | | | P | | | P | | | | |
| 44N09 | 44N11 | 44N09A | 1.92 | | | P | | | P | | | | |
| 44N09 | 44N09A | 44N55 | 1.18 | | | P | | | P | | | | |
| 44A09M | 44N09 | 45N20 | .73 | | | P | | | P | | | | |
| 44N09A | 44N09 | UNIT 23 | .63 | | | P | | | P | | | | |
| 44N13 | 44A09M | 44A13A | .31 | | | P | | | P | | | | |
| 44A13A | 44N13 | Unit 22 | .59 | | | P | | | P | | | | |
| 45N20 | 44A09M | Unit 17 | .63 | | | P | | | P | | | | |
| 45N20 | 44N09 | Unit 26 | .19 | | | P | | | P | | | | |
| 43N50 | 44N02 | 43N50A | .59 | | | P | | | P | | | | |
| 43N50A | 43N50 | SH 139 | 1.45 | | | P | | | P | | | | |
| 43T50AA | 43N50A | SH 139 | .76 | | | P | | | P | | | | |
| 44G14YBC | SH 139 | 44T14YC | .01 | | | P | | | P | | | | |
| 44T14YC | 44G14YBC | 44E14YA | .49 | | | P | | | P | | | | |
| 44E14YA | 44T14YA | Temp Rd | .26 | | | P | | | P | | | | |
| 43N06Y | CR 91 | 43N41 | 1.0 | | | P | | | P | | | | |
| 43N41 | 43N06Y | S BDY U12 | .8 | | | P | | | P | | | | |
| 43G07YA | SH 139 | Road End | .12 | | | P | | | P | | | | |
| 46N10 | SH 139 | Unit 53 | 11.72 | | | P | | | P | | | | |
| 46C10F | 46N10 | Road End | 1.16 | | | P | | | P | | | | |
| 44N45 | 46N10 | 44N45A | 1.66 | | | P | | | P | | | | |
| 44N45A | 44N45 | Unit 41 | .31 | | | P | | | P | | | | |
| All Temp Roads | Start | End | | | | | | | P | | | | |

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

## Road Maintenance Requirements Summary

| Road | Termini | | Miles | Applicable Post Haul Road Maintenance Specifications | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | 801 | 802 | 803 | 804 | 805 | 806 | 807 | 808 | 809 | 810 |
| 44N02 | SH 139 | 44N11 | 8.21 | | | P | | | | | | | |
| 44N02A | 44N02 | 44G02AA | .30 | | | P | | | | | | | |
| 44G02AA | 44N02A | Unit 37 | 1.46 | | | P | | | | | | | |
| 44N02C | 44N02 | UNIT 2 | .21 | | | P | | | | | | | |
| 43N85 | 44N02 | Unit 2 | .75 | | | P | | | | | | | |
| 43N85B | 43N85 | Unit 2 | .38 | | | P | | | | | | | |
| 44N11 | 44N02 | 44N09 | 1.68 | | | P | | | | | | | |
| 44N11C | 44N11 | 44N09 | 1.27 | | | P | | | | | | | |
| 44G11CA | 44N11C | Road End | .97 | | | P | | | | | | | |
| 44N09 | 44N11 | 44N09A | 1.92 | | | P | | | | | | | |
| 44N09 | 44N09A | 44N55 | 1.18 | | | P | | | | | | | |
| 44A09M | 44N09 | 45N20 | .73 | | | P | | | | | | | |
| 44N09A | 44N09 | UNIT 23 | .63 | | | P | | | | | | | |
| 44N13 | 44A09M | 44A13A | .31 | | | P | | | | | | | |
| 44A13A | 44N13 | Unit 22 | .59 | | | P | | | | | | | |
| 45N20 | 44A09M | Unit 17 | .63 | | | P | | | | | | | |
| 45N20 | 44N09 | Unit 26 | .19 | | | P | | | | | | | |
| 43N50 | 44N02 | 43N50A | .59 | | | P | | | | | | | |
| 43N50A | 43N50 | SH 139 | 1.45 | | | P | | | | | | | |
| 43T50AA | 43N50A | SH 139 | .76 | | | P | | | | | | | |
| 44G14YBC | SH 139 | 44T14YC | .01 | | | P | | | | | | | |
| 44T14YC | 44G14YBC | 44E14YA | .49 | | | P | | | | | | | |
| 44E14YA | 44T14YA | Temp Rd | .26 | | | P | | | | | | | |
| 43N06Y | CR 91 | 43N41 | 1.0 | | | P | | | | | | | |
| 43N41 | 43N06Y | S BDY U12 | .8 | | | P | | | | | | | |
| 43G07YA | SH 139 | Road End | .12 | | | P | | | | | | | |
| 46N10 | SH 139 | Unit 53 | 11.72 | | | P | | | | | | | |
| 46C10F | 46N10 | Road End | 1.16 | | | P | | | | | | | |
| 44N45 | 46N10 | 44N45A | 1.66 | | | P | | | | | | | |
| 44N45A | 44N45 | Unit 41 | .31 | | | P | | | | | | | |

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

**F.10-c - Use of Roads By the Partner.** The Cooperator'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 |

| Code | Use Limitations |
|---|---|
| A | Public use restriction |
| W | Regulation waiver |
| | |

F.10-d Road and Water Supply Use. National Forest water supply locations, access, method of filling trucks, period of water availability and procedures designed to maintain water quality at each location shall be agreed in advance of use. Such use shall at no time reduce water supplies to the level that further use may be detrimental to aquatic resources or other established use. Waterholes and other improvements relating to said water supplies shall be put into condition, prior to expected seasonal periods of precipitation or runoff, to avoid resource damage.Damage to resources at such locations caused by Partner's Operations, other than fire suppression activities, shall be repaired by Partner in a timely and agreed manner to the extent practicable to restore and prevent further resource damage. Unless otherwise agreed, Partner's use of roads and other water supply requirements shall conform to the following table

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:

| | |
|---|---|
| Load Limitations | GSNR shall notify Forest Service in writing of the planned size and load distribution for equipment which exceeds the State of California Vehicle Code legal size and weight, and the National Forest System roads to be used. Such notice may be part of plan of operation. Within l5 days after receipt of the written notice Forest Service shall notify GSNR in writing of any regulations or restrictions that may be needed to protect National Forest Transportation Facilities.<br>A written permit shall be required for moving any vehicle which is in excess of the established legal size and weight which is not listed in the above plan, except as may be authorized in prior written agreements. |
| Existing Non-National Forest System Roads | Roads not shown on Sale Area Map may be used as Temporary Roads if there is agreement before use is started. |

<table>
<tr><td>Snow Removal</td><td>If GSNR removes snow from roads, such work shall be done with Forest Service approval and in a manner that will protect roads and adjacent resources.<br><br>Snow berms shall be removed or placed to avoid accumulation of melt water on the road and prevent water concentration on erosive slopes or soils.<br><br>Snow must not be removed to the road surface. A minimum 4 inch snow depth must be left to protect the roadway. If the road surface is damaged, GSNR shall replace lost surface material and repair structures damaged in blading operations prior to hauling, unless climatic conditions prevent necessary work from being accomplished or as otherwise agreed in writing.<br><br>Single lane roads shall be plowed full width including turnouts. In event double lane roads are not plowed to full width, warning signs shall be required and plowing shall be no less than single lane (12 feet) with intervisible turnouts.</td></tr>
<tr><td>Water Supply Deposits</td><td>If GSNR utilizes the water site located at Mowitz Well, for any listed activity, GSNR shall make deposit with Forest Service for that activity at the time and in the amount shown in the Water Supply Deposit Schedule table below.<br><br>WATER SUPPLY DEPOSIT SCHEDULE<br><br><table><tr><td>Activity</td><td>Unit of Payment</td><td>Unit Cost</td><td>Total Cost</td><td>Time of Payment</td></tr><tr><td>Dust Abatement</td><td>M/Gal</td><td>$8.01</td><td>$177</td><td>Prior to Use</td></tr></table></td></tr>
</table>

| | |
|---|---|
| Surface Replacement Deposits | GSNR shall collect Required Deposits for deferred surface replacement (16 U.S.C. 537) for use of existing surfaced roads. If applicable, such deposits shall be based upon the volume and distance hauled on the roads and at the applicable rates listed in the table below titled Surface Replacement Deposit Schedule. If PitGSNR uses surfaced roads under jurisdiction of Forest Service other than those listed, Forest Service may establish applicable rates for such surfaced roads. |

SURFACE REPLACEMENT DEPOSIT SCHEDULE

| Road No. | From | To | Miles | Rate |
|---|---|---|---|---|
| 44N02 | SH 139 | 43N50 | 1.09 | $0.12/Ton |
| 44N02 | 43N50 | 44N03 | 1.93 | $0.16/Ton |
| 44N02 | 44N03 | 43N85 | 1.30 | $0.11/Ton |
| 44N02 | 43N85 | 44N02A | 2.35 | $0.17/Ton |
| 44N02 | 44N02A | 44N11 | 1.54 | $0.07/Ton |
| 44N11 | 44N02 | 44N11C | 0.67 | $0.03/Ton |
| 44N11 | 44N11C | 44N09 | 1.01 | $0.02/Ton |
| 46N10 | SH 139 | 44N45 | 10.77 | $0.18/Ton |
| 46N10 | 44N45 | 46C10F | 0.51 | $0.01/Ton |

Sale Area Average Rate: $0.86/Ton

**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 $ |
|---|---|---|---|---|---|
| Other softwood | Biomass | Tons | See F.1- Project Area | 100% Weight Scale | NA |

**F.13 - Advance Deposits.** The Cooperator agrees 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 the Cooperator 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 the Cooperator'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 the Cooperator. 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 the Cooperator on or prior to the termination date, shall remain with the Forest Service.

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 the Cooperator. 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 the Cooperator 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 the Cooperator at current rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event.

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

$1,000.00

**Cooperator's Obligation per Operations Fire,**

**Maximum Amount:** $ 29,000.00

**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 processing facility and shall not be mixed with logs intended for export.
(e)Prior to award, during the life of the contract, 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, exchange, 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 yellow paint must remain on the 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, Contractor 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 disposition of all Included Timber.
(h)Upon request, all records dealing with origin and disposition of Include Timber shall be made available to Contracting Officer.

For breach of this Subsection, Forest Service may terminate this agreement 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.

APPENDIX F-6.0: Jaywalk, Lassen NF

**Timber Removal Specifications**

| **F.1 – Location and Area -** | | | |
|---|---|---|---|
| This Stewardship Project Area of: | *Approx. 40* | acres more or less are located in: | *T27N R7E Sec. 3,4 and 9; T27N R8E Sec. 20, 21, 28 and 29, Plumas County, MDM.* |

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

| | | | | **Minimum Specifications** | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | **Merchantable Tree** | | **Piece Required to be Removed** | | |
| **Species** | **Product** | **Estimated Quantity** | **Unit of Measure** | **Diameter Breast High (d.b.h.) *(inches)*** | **Number of Minimum Pieces per Tree** | **Length *(feet)*** | **Diameter Inside Bark at Small End *(in)*** | **Net Merch. Factor 1/** |
| Combined Softwood | Non saw | 12,463 | TON | N/A | N/A | 6 | 1 | NA |
| **Total Quantity** | | 12,463 | | | | | | |

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(in) |
|---|---|---|
| **NA** | **NA** | **NA** |

**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 | 40 | Combined softwood | Non Saw | 12,463 | Tons | $0.10 | NA |

**F.5 - Timber Rates.** ***(Tree Measurement)- NA***

**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.

| | Number | Acres |
|---|---|---|
| Clearcutting Units | 0 | |
| Specified Road Clearing | 0 | |
| Overstory Removal Units | 0 | |
| Understory Removal Units | 0 | |
| Individual Trees | 0 | |
| Incompletely Marked Timber | 0 | |

**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 |
|---|---|---|
| NA | NA | NA |

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

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

Removal of material will go in this order

1. Landings 25-34
2. Landings 36-40
3. Landings 1-7 and landing 35
4. Landings 8-18
5. Landings 19-23

**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, Subcontractors, 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.** The Cooperator 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."

**F.10-a– Specified Roads.**

Name and Date of Governing Road Specifications: NA

| Project | | Design | Approx. Length | Sheet Numbers and | Performance Responsibility | | |
|---|---|---|---|---|---|---|---|
| Road No. | Name | Class | *(mi./km.)* | Approval Date | Survey | Design | Const. Staking |
| N/A | | | | | | | |

**F.10-b - Road Maintenance Requirements.** The Cooperator shall maintain roads in accordance with the following Road Maintenance Requirements

**Road Maintenance Requirements Summary**

| Road | Termini | | Miles | Applicable Prehaul Road Maintenance Specifications | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

| Road | Termini | | Miles | Applicable During Haul Road Maintenance Specifications | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | From | To | | T805 | T809 | | | | | | | | |
| Unnamed spur | 27N52 | L38 | 0.6 | X | X | | | | | | | | |
| 27N52 | Hwy 89 | L14 | 1.3 | X | X | | | | | | | | |
| 27N52B | Int 27N52 | L18 | 0.6 | X | X | | | | | | | | |
| 27N52A | Int 27N52 | L1 | 0.7 | X | X | | | | | | | | |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 27N71C | Int 27N03 | L23 | 0.9 | X | X | | | | | | | | |
| Unnamed Spur | Int Pl 308 | L20 | 0.5 | X | X | | | | | | | | |
| PL 308 | Int Hwy 36/Pl308 | L19 | 0.4 | X | X | | | | | | | | |
| 27N02 | Int Hwy 89/27N02 | L29 | 0.3 | X | X | | | | | | | | |
| Powerline access | Int 27N02/Power line | L25 | 0.3 | X | X | | | | | | | | |
| 27N03 | Int Hwy 89/27N98 | L31 | 0.6 | X | X | | | | | | | | |
| Unnamed Spur | Int. Hwy 89/Unamed Spur | L30 | 0.1 | X | X | | | | | | | | |
| 27N98 | Int. Hwy 89/Unnamed spur | L32 | .6 | X | X | | | | | | | | |

| **Road** | **Termini** | | **Miles** | **Applicable Post Haul Road Maintenance Specifications** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **From** | **To** | | **T805** | **T809** | | | | | | | | |
| Unnamed spur | 27N52 | L38 | 0.6 | X | X | | | | | | | | |
| 27N52 | Hwy 89 | L14 | 1.3 | X | X | | | | | | | | |
| 27N52B | Int 27N52 | L18 | 0.6 | X | X | | | | | | | | |
| 27N52A | Int 27N52 | L1 | 0.7 | X | X | | | | | | | | |
| 27N71C | Int 27N03 | L23 | 0.9 | X | X | | | | | | | | |
| Unnamed Spur | Int Pl 308 | L20 | 0.5 | X | X | | | | | | | | |
| PL 308 | Int Hwy 36/Pl308 | L19 | 0.4 | X | X | | | | | | | | |
| 27N02 | Int Hwy 89/27N02 | L29 | 0.3 | X | X | | | | | | | | |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Powerline access | Int 27N02/Powerline | L25 | 0.3 | X | X | | | | | | | | |
| 27N98 | Int Hwy 89/27N98 | L31 | 0.6 | X | X | | | | | | | | |
| Unnamed Spur | Int. Hwy 89/Unamed Spur | L30 | 0.1 | | | | | | | | | | |
| 27N98 | Int. Hwy 89/Unnamed spur | L32 | .6 | | | | | | | | | | |

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

**F.10-c - Use of Roads By the Partner.** The Cooperator'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:

**Restricted Road List**

| Road Number | Road Name | Termini | | Map Legend | Description of Restrictions |
|---|---|---|---|---|---|
| | | From | To | | |
| 27N03 | | | | R | Winter Recreation Dec. 26-March 31 |

| Road Number | Road Name | Termini | | Map Legend | Description of Restrictions |
|---|---|---|---|---|---|
| | | From | To | | |
| Pl 308 | Humboldt County Rd. | | | R | Winter Recreation Dec. 26-March 31 |

**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 | Non Saw | Tons | See F.1 of this Appendix | Weight | NA |

**F.13 - Advance Deposits.** The Cooperator agrees 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 the Cooperator 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 the Cooperator'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 the Cooperator. 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 the Cooperator on or prior to the termination date, shall remain with the Forest Service.

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 the Cooperator. 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 the Cooperator 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 the Cooperator at current rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event.

In the event Included Timber to which Forest Service holds title is destroyed, the Cooperator will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, the Forest Service shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current rates in effect at the time of the value loss shall be adjusted by differences to become the redetermined rates. There shall be no obligation for the Forest Service to supply, or for the Cooperator 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. If State statute or law defines limited liability, use that determination (e.g. Oregon), otherwise calculate the amount using the following formula:

[(1) x (2) + (3) x (4)] x (5) = Maximum Amount of 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.

_____12_____ Workers

(2) Equals the daily (12 hour) wage rate for semi-skilled (AD-1) firefighter.

$_22.84__/Hr. x 12 hours = $_274.08___

(3) Equals the number of pieces of equipment normally required to operate the size of proposed project that can effectively cut and clear fire lines.

____1__ Pieces of equipment

(4) Average daily rate for each piece of equipment, including cost of operator, from current local engineering cost guide.

$_160.95___/Hr. x 12 hours = $_1,931.4____/12hr.

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

____4_____days

**Cooperator's Obligation per Operations Fire,**

**Maximum Amount:** $ 21,000

F.16

SITE SPECIFIC SPECIAL PROTECTION MEASURES. *(07/2022)*
Unless agreed otherwise, the following special protection measures apply:
**See Special Measures Areas (SMA) Table.**

Designation methods:

(a) SMA boundary designated by **N/A**.
(b) SMA is shown on Sale Area Map and SMA boundary designated by **N/A** .
(c) SMA is only shown on Sale Area Map.

4/ Unless agreed otherwise, sale operations listed below are not permitted during the period(s) specified:
**See Limited Operating Period(s) Table.**

Areas subject to limited operating periods are not subject to special protection measures listed in B6.24(a)(i)-(iv) except where such areas overlap.

**SPECIFICATIONS PURSUANT TO C6.24# - SITE SPECIFIC SPECIAL PROTECTION MEASURES (07/2022)**

**Table A**

**C6.24# - Special Measures Areas (SMA)**

| SMA Type 1/ | Designation Method 2/ | Special Protection Measure in Addition to B6.24 3/ |
|---|---|---|

| | | |
|---|---|---|
| **N/A** | | |

Designation methods:

(a) SMA boundary designated by [2/] **N/A**.

(b) SMA is shown on Sale Area Map and SMA boundary designated by [2/] **N/A**.

(c) SMA is only shown on Sale Area Map.

[4/] Unless agreed otherwise, sale operations listed below are not permitted during the period(s) specified:

**C6.24# - Limited Operating Period(s)**

| **Subdivision, Cutting Unit, or Road# [5/]** | **Operation(s) Restricted [6/]** | **Period Operations are Not Permitted [7/]** |
|---|---|---|
| L34 | No chipping or loading of the deck will occur during LOP March 1-August 31, hauling is permitted. | Osprey Nest |

Areas subject to limited operating periods are not subject to special protection measures listed in B6.24(a)(i)-(iv) except where such areas overlap.

F17

**LOAD COUNT SERVICES**. Stumpage payments shall be based on **13** Bone Dry Tons or **25** Green Tons per loaded van of chips that leaves the Stewardship Project Area unless otherwise agreed to in writing. Volume for each payment period shall be calculated by multiplying the number of loaded vans (vans delivered to load count locations) by the specified tonnage listed above.

Special Load Count Product Removal Permits will be issued for load count product loads. Product Removal Permits shall be completed by an assigned individual on the landing following the instructions on the inside cover of the product removal book. The truck driver shall sign for the load. For van loads the Product Removal Permit will be stapled to a piece of wood or similar material attached to the lower front of the van on the driver's side. For log truck loads, the Product Removal Permit will be stapled to the driver's side bunk log of the trailer portion of the load. If a loaded truck is staged on the Stewardship Project Area or any other approved location, the driver, prior to moving the load, shall record the removal date, and sign on the outside of the attached ticket as instructed on the inside cover of the Product Removal Permit Book, section II.A.5 . Truck drivers are responsible for insuring the Product Removal Permit is attached to the load prior to removal from the loading area and until the load is accounted for at the final delivery point.

All load count locations are to be final delivery points unless otherwise agreed to in writing. When other than the final delivery point is agreed to, the agreement shall require a designated individual to remove the scaler's portion of the product removal permit and return it to the agreed upon Forest Service location. The load portion of the Product Removal Permit shall remain attached to the load until it reaches the final delivery point.

When hauling to the final delivery point for load count services is requested, Partner shall sign an Alternate Scaling Agreement prior to hauling. This agreement shall clearly state the procedure for removal and return of the Product Removal Permits to Forest Service.

Partner shall make all necessary arrangements to implement load count services and make deposits to cover all costs associated with load count services including but not limited to the following:

Designated individual removing Product Removal Permits: Fred Ngotel

Mailing scaler's portion of the Product Removal Permit to Forest Service on a daily basis

Forest Service may agree to processing load count data.

When other than final delivery point for load count services is requested, the individual responsible for performing load count services shall be approved in advance by Forest Service and is responsible for the following:

Removing Product Removal Permit and mailing on a daily basis to:

Location: Lassen National Forest Supervisor's Office
Address: 2550 Riverside Drive, Susanville, CA 96130

The location where Product Removal Permits are to be removed shall be open to inspection by Forest Service at all times while hauling is in progress. When locations other than final product destination are requested, hours and days of operation shall be agreed to in writing and hauling will take place only when designated individual is physically present. Locations other than final destination points shall be as close to the Stewardship Project Area as practicable.

All holdover locations off the Stewardship Project Area, where vans may be stored for some period of time (over 24 hours), shall have an approved Holdover Yard Agreement in place prior to use. If staging areas on the Stewardship Project Area are to be used they must be approved in advance. Tickets will remain attached to loads until delivery to final destination.

Chip vans used to move products from the Stewardship Project Area must display on the van the first letter of the van owner's last name and the last 3 numbers from the van license plate, i.e. P123, unless another unique identification system is agreed to. The characters are to be a minimum of 6 inches in height and located high enough on the van to be visible at all times. The characters are to be located on both the driver and passenger side at the front of the van. This

same van identification shall be written in the Product Removal Permit book on the woods permit that remains in the book.

Lost load receipts will be paid for at the contract rate plus deposits at the agreed to volume and UOM per product load as stated above.

APPENDIX F-7.0: Horseshoe Decks, Inyo NF

**Timber Removal Specifications**

| **F.1 – Location and Area -** | | | |
|---|---|---|---|
| This Stewardship Project Area of: | *Approx. 6.5* | acres more or less are located in: | *~2 mi west of Town of Mammoth Lakes, west terminus of Lake Mary Road (4500 Lake Mary Road, Mammoth Lakes, CA); Lat/Long: 37.614690, -119.019024* |

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

| | | | | **Minimum Specifications** | | | | |
|---|---|---|---|---|---|---|---|---|
| | | | | **Merchantable Tree** | | **Piece Required to be Removed** | | |
| **Species** | **Product** | **Estimated Quantity** | **Unit of Measure** | **Diameter Breast High (d.b.h.) *(inches)*** | **Number of Minimum Pieces per Tree** | **Length *(feet)*** | **Diameter Inside Bark at Small End *(in)*** | **Net Merch. Factor 1/** |
| Pine, lodgepole | Cull Logs | 1,000 | TON | N/A | N/A | 6 | NA | NA |
| **Total Quantity** | | 1,000 | | | | | | |

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(in) |
|---|---|---|
| **NA** | **NA** | **NA** |

**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 | | Pine, lodgepole | Cull logs | 1,000 | Tons | $0.10 | NA |

**F.5 - Timber Rates.** ***(Tree Measurement)- NA***

**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.

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

**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 |
|---|---|---|
| NA | NA | NA |

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

Chip and remove 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, Subcontractors, 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.** The Cooperator 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.”

**F.10-a– Specified Roads.**

| Name and Date of Governing Road<br>Specifications: NA | | | | | | | |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **Project** | | **Design** | **Approx.** | **Sheet Numbers** | **Performance Responsibility** | | |
| | | | **Length** | **and** | | | **Const.** |
| **Road No.** | **Name** | **Class** | ***(mi./km.)*** | **Approval Date** | **Survey** | **Design** | **Staking** |
| | | | | | | | |

**F.10-b - Road Maintenance Requirements.** The Cooperator shall maintain roads in accordance with the following Road Maintenance Requirements

**Road Maintenance Requirements Summary**

| **Road** | **Termini** | | **Miles** | **Applicable Prehaul Road Maintenance Specifications** | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | **From** | **To** | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |

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

**F.10-c - Use of Roads By the Partner.** The Cooperator'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 |

| Code | Use Limitations |
|---|---|
| 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:

**Restricted Road List**

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

**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 | Tons | See F.1 of this Appendix | Weight | NA |

**F.13 - Advance Deposits.** The Cooperator agrees 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 the Cooperator 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 the Cooperator'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 the Cooperator. 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 the Cooperator on or prior to the termination date, shall remain with the Forest Service.

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 the Cooperator. 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 the Cooperator 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 the Cooperator at current rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event.

In the event Included Timber to which Forest Service holds title is destroyed, the Cooperator will not be obligated to remove and pay for such timber. In the event Included Timber to which Forest Service holds title is damaged, the Forest Service shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current rates in effect at the time of the value loss shall be adjusted by differences to become the redetermined rates. There shall be no obligation for the Forest Service to supply, or for the Cooperator 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. If State statute or law defines limited liability, use that determination (e.g. Oregon), otherwise calculate the amount using the following formula:

[(1) x (2) + (3) x (4)] x (5) = Maximum Amount of 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.

_____12_____ Workers

(2) Equals the daily (12 hour) wage rate for semi-skilled (AD-1) firefighter.

$_22.84__/Hr. x 12 hours = $_274.08___

(3) Equals the number of pieces of equipment normally required to operate the size of proposed project that can effectively cut and clear fire lines.

____1__ Pieces of equipment

(4) Average daily rate for each piece of equipment, including cost of operator, from current local engineering cost guide.

$_160.95___/Hr. x 12 hours = $_1,931.4____/12hr.

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

____4_____days

**Cooperator's Obligation per Operations Fire,**

**Maximum Amount:** $ 21,000

APPENDIX G- Add the following provisions to Appendix G for the Garden Plantation project on the Modoc National Forest

24a.

**Protection of Improvements Not Owned by Forest Service.** GSNR 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 GSNR's Operations. When GSNR's Operations are adjacent to properties of railway, telephone, or power companies, or other property, work shall not begin until GSNR 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, GSNR 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, GSNR will make arrangements with the railroad for the use of any existing crossings.

24b.

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

(a) 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:

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 approved under Appendix F or Appendix G. Additional special protection measures needed to protect such known areas are identified in Appendix F

Unless agreed otherwise, trees will not be felled into areas identified as needing special measures.

GSNR shall conduct operations in a manner that does not damage or disturb identified areas. In the event that protective measures identified by the Forest Service are for any reason inadequate, Forest Service may delay or interrupt GSNR's operations, under this agreement, and or modify this agreement.

GSNR 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 GSNR's operations disturb or damage an area identified as needing special protection, then GSNR 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 GSNR from civil or criminal liability under applicable law.

(b) Nothing contained in this Subsection shall establish, or be deemed to establish any expressed 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.

(c) Additional areas needing special measures for protection may be discovered or Identified; protective measures may be revised or newly precribed; 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 GSNR's operations, under this agreement, and or modify this agreement.

(d)Discovery, by either GSNR or the Forest Service, of additional areas needing special protection shall be promptly reported to the other party

49.

**Breach**. In event Partner/Contractor breaches any of the material provisions of this contract/agreement, Forest Service shall give Partner notice of such breach and, allowing reasonable time for remedy of such breach and of Forest Service's election to suspend, may give notice to suspend all or any part of Partner/Contractor's Operations. Such notice of breach and notice to suspend Partner/Contractor's Operations shall be written, except oral notices may be given if such breach constitutes an immediate threat to human life or a threat of immediate and irreparable damage to National Forest resources. Such oral suspension notice may be given to Partner/Contractor's work supervisor or, in work supervisor's absence, to those performing the operation. An oral suspension notice shall be promptly followed by telephone notice and a written explanation from Forest Service to Partner. Immediately upon oral or written suspension, Forest Service representative shall notify Contracting Officer of the suspension and related circumstances. Contracting Officer shall promptly review the suspension to determine if the suspension should be continued or lifted. Such suspension shall be lifted as early as conditions permit. Upon receipt of oral or written notice of such breach, Partner/Contractor shall remedy the breach as follows: (a) If remedying such breach requires on-the-ground action by Partner/Contractor, Partner/Contractor shall have 30 practicable operating days to remedy the breach, except under emergency conditions when action should not be delayed to prevent major damage or (b) If such breach does not require on-the-ground action by Partner/Contractor, such breach shall be remedied within 30 days.