

COUNTY OF PLACER
Community Development/Resource Agency

Michael J. Johnson, AICP
Agency Director

PLANNING
SERVICES DIVISION

EJ Ivaldi, Deputy Director

MEMORANDUM

TO: Honorable Board of Supervisors

FROM: Michael J. Johnson, AICP
Agency Director

By Brett Storey, Senior Management Analyst

DATE: July 22, 2014

SUBJECT: U.S. FOREST SERVICE LAKE TAHOE BASIN MANAGEMENT UNIT MASTER STEWARDSHIP AGREEMENT #11-SA-11051900-006 SUPPLEMENTAL PROJECT AGREEMENT

ACTION REQUESTED

Authorize the Board Chair to sign a Supplemental Project Agreement under Master Stewardship Agreement #11-SA-11051900-006 with the U.S. Forest Service/Lake Tahoe Basin Management Unit for the Beaver Biomass Fuel Project. There is no net County cost associated with this action.

BACKGROUND

In April 2011, the Board approved a Master Stewardship Agreement (MSA) contract (#11-SA-11051900-006) with the U.S. Forest Service Lake Tahoe Basin Management Unit (LTBMU). The purpose of that MSA was to build a relationship with the Forest Service to reduce the amount of woody biomass being openly burned within the Lake Tahoe Basin (Tahoe City and King Beach areas). The County has participated in several projects with the LTBMU that have reduced the open pile burning, made the area more fire safe, and allowed the County's biomass program to gather additional economic factors regarding the removal, preparation, and transportation of the biomass to an energy facility. This has allowed the Cabin Creek biomass facility to solve its fuel issues and prepare for sustainable operations.

The Beaver Biomass Fuel Project Supplemental Project Agreement (SPA) includes several areas within the basin to remove woody biomass material and transport to create green energy. Under the MSA, conditions are set forth for any project; however, the SPA is the contractual method containing specific project details. During future years, staff anticipates several of these agreements each year to support the Cabin Creek biomass facility should it be constructed. For this project, the County will retain the services of CTL Inc. to complete the ground operations. CTL has been a biomass contractor to the County for several years and has an excellent reputation with the LTBMU. As with all agreements with the LTBMU, under the MSA this is a cost share agreement. The LTBMU will contribute a maximum of \$66,335.00 and the County will provide a maximum of \$34,320 from a Clean Air Grant obtained from the Placer County Air Pollution Control District (PCAPCD). In addition, the funds obtained by selling the biomass to an energy facility will also be used to remove as much material as possible.

FISCAL IMPACT

There is no fiscal impact to the County as the County will be reimbursed fully from the LTBMU and PCAPCD.

Attached to this report for the Board's information/consideration are:

ATTACHMENTS

Attachment A: Supplemental Project Agreement for the Beaver Biomass Fuels Project

cc: Holly Heinzen, Assistant CEO
Karin Schwab, Deputy County Counsel



FS Agreement No. 14-SA-11051900-032
Cooperator Agreement No. _____

**STEWARDSHIP AGREEMENT
SUPPLEMENTAL PROJECT AGREEMENT**

#14-SA-11051900-032

**Between The
COUNTY OF PLACER**

and the

USDA, FOREST SERVICE, LAKE TAHOE BASIN MANAGEMENT UNIT

**Tiered to
MASTER**

STEWARDSHIP AGREEMENT

11-SA-11051900-006

Beaver Biomass Fuels Project

This Stewardship Supplemental Project Agreement (SPA) is hereby entered into by and between the County of Placer, hereinafter referred to as "Partner," and the USDA, Forest Service, Lake Tahoe Basin Management Unit, hereinafter referred to as the "U.S. Forest Service," as specified under the provisions of Master Stewardship Agreement #11-SA-11051900-006.

Background: The U.S Forest Service and the Partner entered into the Tahoe Basin Biomass Agreement on May 3, 2011. The primary purpose of this master agreement is to reduce the number of acres of fuels burned annually on NFS lands within the Lake Tahoe Basin through removal of biomass as an alternative to burning activity fuels. This Beaver Biomass Fuels Project is a collaborative effort between the U.S. Forest Service and the Partner, to utilize biomass as an alternative to pile burning. The goal of this project is to implement hazardous fuels reduction treatments where piles of slash have been created in thinning units in conjunction with fuels reduction projects and left for burning. This project will forward slash piles to a landing location and process the biomass and remove it from the site, eliminating the need to do follow up prescribed fire treatments.

I. PURPOSE

The purpose of this SPA is to document the cooperative effort between the parties to forward slash piles, chip and remove biomass and maintain roads in the Beaver Biomass Fuels Project in accordance with the following provisions and the hereby incorporated Appendices.

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

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II. THE PARTNER SHALL:

- A. **TECHNICAL PROPOSAL.** In coordination with the U.S. Forest Service, prepare and submit for review a Technical Proposal, which will be attached as Appendix B when finalized. This Technical Proposal shall address agreed upon land management activities within in the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal shall 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 U.S. 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 SPA.
2. Quality control plan for both the harvesting and stewardship projects.

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

- B. **BILLING.** Bill the U.S. Forest Service for costs incurred on the project. *See related Provision III.E/F Payment/Reimbursement*

C. **SLASH PILE TREATMENT LOCATIONS:**

Speckled Unit: Slash piles generated from 18.9 acres of hazardous fuels reduction treatment located in Placer County, California. The Partner will conduct slash forwarding, chipping and biomass removal operations on all slash piles located within the unit. The Partner will implement treatments in accordance to the specifications outlined in this SPA and the Forest Service approved Technical Proposal.

Regency Unit: Slash piles generated from 25 acres of hazardous fuels reduction treatment located in Placer County, California. The Partner will conduct slash forwarding, chipping and biomass removal operations on all slash piles located within unit. The Partner will implement treatments in accordance to the specifications outlined in this SPA and the Forest Service approved Technical Proposal.

Burton Creek Unit: Slash piles generated from 24.2 acres of hazardous fuels reduction treatment located in Placer County, California. The Partner will conduct slash forwarding, chipping and biomass removal operations on all slash piles located within unit. The Partner



will implement treatments in accordance to the specifications outlined in this SPA and the Forest Service approved Technical Proposal.

- D. **CONTROL OF OPERATIONS:** Conduct "Partner Operations" in a workman like and orderly manner. Partner Operations include activities of or use of equipment of the 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 the Forest Service). The Forest Service may suspend or stop work on Partners Operations in accordance to Sections III G., IV C. and IV D.
- E. **PROJECT FUNDING:** Any project costs that exceed the value of services performed, including all costs associated with chipping and removing biomass will be the responsibility of the Partner and be documented on invoices and project financial plan as in-kind contributions.
- F. **REQUIRED PERMITS:** Obtain any permits required, including but not limited to, road haul and encroachment permits, hydrant permits, etc.; unless already obtained by the Forest Service.
- G. **DESIGNATED REPRESENTATIVE:** Designate in writing the name, title, and delegated authority of all individuals, including contractors, who are working on the project and have the authority to act on behalf of the Partner.

III. THE U.S. FOREST SERVICE SHALL:

- A. **SERVICE WORK.** In coordination with the Partner, complete a Schedule of Items and Specifications, Appendix E.
- B. **TIMBER REMOVAL.** Coordinate with the Partner 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.
- C. **TECHNICAL PROPOSAL REVIEW.** Review the Technical Proposal and work with the Partner to make any necessary changes. *See related Provision II-A.*



D. TECHNICAL PROPOSAL EVALUATION. Evaluate the Technical Proposal on technical and cost evaluation criteria, such as, but not limited to:

1. Slash Treatment – Forwarding/Chipping/Removing slash piles; Capable of the greatest utilization of Non-sawtimber and Biomass.
2. Quality Control
3. Determinations for any proposed sub-contractors based upon past performance and standing to work no federal projects (no default or debarments).
4. Utilization of Local Work Force

E. PAYMENT/REIMBURSEMENT It is anticipated that funds will be exchanged in the performance of this SPA when the value of the timber will not cover the value of the services performed.

The U.S. Forest Service will make payment upon receipt of the Partner's monthly billings. Each invoice from the Partner shall display the total project costs to date of the invoice, separated by U.S. Forest Service and the Partner share. In-kind contributions shall be displayed as a separate line item and will not be included in the total project costs. The final invoice from the Partner will be submitted no later than 90 days from the expiration date.

The invoice shall include, at a minimum:

1. The Partner's name, address, and telephone number.
2. U.S. Forest Service SPA number.
3. Invoice date.
4. Dates of performance period.
5. Total invoice amount.
6. Detail by Schedule of Items.

The invoice shall be sent by one of the following methods:

E-mail: asc_ga@fs.fed.us

FAX: (877) 687-4894

Mail:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send copy to: U.S. Forest Service
Lake Tahoe Basin Management Unit
Attention: Brian Garrett
35 College Drive
South Lake Tahoe, CA 96150



- F. **PROJECT ADMINISTRATION:** Designate in writing the name, title, and delegated authority of all Forest Service officials who will have the responsibility and authority to provide oversight and administration of this project.

During Administration of this project, the Forest Service may suspend or stop work of the Partner for the following reasons:

- 1) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources
- 2) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347
- 3) To conduct environmental analysis, including but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.
- 4) Upon agreement with the Regional Forester due to administrative appeal or litigation.
- 5) To correct Partner Operations that are not in accordance to the specifications and requirements detailed in this agreement.

- G. **PROJECT PERMITTING:** Obtain necessary permits from the Lahontan Water Quality Control Board that may be required to allow implementation of this project. Any waivers, variances or other documentation that may be requested or required by Lahontan to allow Partner operations will be the responsibility of the Forest Service to obtain.

- H. **VALUE OF SERVICES PERFORMED:** Reimburse the Partner for services performed when the value of the timber removed does not cover the value of the service. The following is a list of services and their associated value that will be reimbursable for this project:

- a. **Forwarding of Slash Piles to Landing:** The estimated cost to forward slash piles to a landing for processing is \$550 p/acre. Total project size is 68.1 acres. The U.S. Forest Service will reimburse the Partner up to \$550 p/acre for slash pile forwarding. Total reimbursable forwarding service work for the project is \$37,455.
- b. **Chipping and Removing Landing Piles:** There is an estimate of 104 loads of biomass to be removed from the project area. The estimated cost per load for processing and removal is \$550 per load. The U.S. Forest Service will reimburse the Partner 40% (\$220) of the cost to process and remove p/ load for up to 104 loads. Total reimbursable service work for the project is \$22,880.
- c. **Road Maintenance/Erosion Control/Mobilization –** estimated cost to conduct required mobilization, erosion control and road maintenance is \$2000 unit. The U.S. Forest Service will reimburse the Partner up to \$2000 per unit for the cost for road maintenance, erosion control and mobilization. The total reimbursable service work for the project is \$6,000.



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

A. **PROJECT CONTACTS.** The individuals listed below are authorized to act in their respective areas for matters related to this SPA. In their absence, a designated official acting on their behalf will be the authorized representative.

Principal Partner Contacts:

Brett Storey 3091 County Center Dr., Ste. 140 Aubrun, CA, 95603 Telephone: (530) 745-3011 FAX: (530) 745-3080 Email: bstorey@placer.ca.gov	Donna Kirkpatrick 3091 County Center Dr., Ste. 140 Aubrun, CA, 95603 Telephone: (530) 745-3038 FAX: (530) 745-3080 Email: dkirkpatrick@placer.ca.gov
<i>Title/Role/Responsibility</i>	<i>Title/Role/Responsibility</i>
Project Manager	Administrative Contact

Principal U.S. Forest Service Contacts:

Brian Garrett 35 College Drive South Lake Tahoe, CA 96150 Telephone: (530) 543-2617 FAX: (530) 543-2845 Email: bdgarrett@fs.fed.us	John Hefner 35 College Drive South Lake Tahoe, CA 96150 Telephone: (530) 543-2696 FAX: (530) 543-2693 Email: jvhefner@fs.fed.us
<i>Title/Role/Responsibility</i>	<i>Title/Role/Responsibility</i>
Project Manager	Administrative Contact
Robert Guebard 35 College Drive South Lake Tahoe, CA 96150 Telephone: (530) 543-2684 FAX: (530) 543-2845 Email: rguebard@fs.fed.us	
<i>Title/Role/Responsibility:</i>	
Timber Sale Contracting Officer	



- B. ANNUAL SPA MEETING. Annually, prior to commencement of work, both parties will meet to discuss the terms and conditions of this SPA.
- C. ENVIRONMENTAL MANAGEMENT SYSTEM (EMS) The parties will comply with the U.S. Forest Service's EMS which is a systematic approach to improving environmental performance by identifying activities and environmental impacts that occur on NFS lands. The U.S. Forest Service will provide the Partner with details for compliance.
- D. NEPA COMPLIANCE. The U.S. Forest Service will assure that this SPA incorporates necessary design criteria and standards for operation to comply with the NEPA document. The Partner will work with the U.S. Forest Service to comply with these terms on the ground.
- E. ACCEPTANCE OF COMPLETED WORK. No less than monthly, the Partner will notify the U.S. Forest Service of any completed work that is ready for inspection. The U.S. Forest Service may accept all, or a reasonable portion of any specific activity.
- F. 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 U.S. Forest Service. Stewardship credits will not be earned for work that is in progress that has not been accepted by the U.S. Forest Service. The Partner's costs, excluding project development costs, attributable to service work will be incorporated into the Schedule of Items unit rate.
- G. EARNED STEWARDSHIP CREDITS. Earned stewardship credits are exchanged for forest products received by the Partner at the value designated in the SPA Financial Plan, Appendix D. Earned stewardship credits may also be funded with federal funds which will be obligated and reimbursed through IWEB.
- H. ELECTRONIC TRACKING SYSTEM. An Integrated Resource Statement of Account (IRSA) will be used as a tracking system for payments, stewardship credits, and cash deposits. The U.S. Forest Service project contacts identified in Provision IV-A is responsible for communicating on-the-ground accomplishments to U.S. Forest Service resource staff for input into the IRSA
- I. MONTHLY REPORTING. When the project is active, the U.S. Forest Service will enter the value of the completed and accepted work into the Timber Sale Accounting system (TSA) monthly, and provide the Partner with a copy of the Statement of Account.
- J. OVERPAYMENT. Any funds paid to the Partner in excess of the amount entitled under the terms and conditions of this agreement constitute a debt to the federal government. The following shall also be considered as a debt or debts owed by the Partner to the U.S. 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 U.S. Forest Service may reduce the debt by:

1. Making an administrative offset against other requests for reimbursement.
2. Withholding advance payments otherwise due to the Partner.
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 U.S. Forest Service may charge interest on an overdue debt.

- K. When the Partner is/are seeking bids for product removal and/or stewardship items, both parties agree that the product rates and stewardship item costs used at the approval of the SPA 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. The Partner will notify the U.S. Forest Service in writing 30 days in advance to request appraisal prior to seeking formal bids. Both parties agree to modify the SPA with these actual values and costs. Modified product values shall be greater than or equal to the reappraised rates and value.

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

- L. MODIFICATION. Modifications within the scope of this Master Stewardship Agreement shall 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 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- M. COMMENCEMENT/EXPIRATION DATE. This SPA is executed as of the date of the last signature and is effective through December 31, 2015 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.



V. AUTHORIZATIONS

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

ROBERT GUEBARD, Timber Contracting Officer
U.S. Forest Service

Date

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

JACK DURAN, Chair
County of Placer, Board of Supervisors

Date

NANCY GIBSON, Forest Supervisor
U.S. Forest Service, Lake Tahoe Basin Management Unit

Date

The authority and format of this SPA has been reviewed and approved for signature.

Robin Bryant

ROBIN BRYANT
U.S. Forest Service Grants Management Specialist

5/19/2014

Date



Burden 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. The valid OMB control number for this information collection is 0596-0217. 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.

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 part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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



APPENDIX A DEFINITIONS

Base Rates. The rate of payment in cash, per unit of measure, to cover the essential reforestation costs. Stewardship credits may not be used as payment for base rates.

Technical and Cost Evaluation. The evaluation used by the U.S. 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. The Partner shall fell and buck such trees and shall remove them from the designated area by the U.S. 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.

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

- a. Timber at Timber Payment rates;
- b. Brush disposal, road maintenance, and agreement scaling rates;
- c. Stewardship Credits established; and
- d. 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.

Negligent Fire. A "Negligent Fire" is a fire caused by carelessness or fault of Partner's Operations, including, but not limited to, one caused by smoking by persons engaged in Partner's Operations during the course of their service, or during rest or lunch periods; or if Partner'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 Partner.

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

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

Partner 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 Partner'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 Partner's actual cost exceeds its fire liability limit stated in Appendix F.15, Forest Service shall reimburse Partner for the excess.



Payment Guarantee. In lieu of establishing Stewardship Credits or establishing advanced deposits, Appendix F, for advance payment of Included Timber, the Partner 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 U.S. 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, the Partner may use an Irrevocable Letter of Credit when approved by the U.S. Forest Service.

Required Deposits. Deposits the Partner 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 SSCC 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 the SPA.

Timber Payment Rates. Included timber that is removed by the Partner 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.

Appendix B

TECHNICAL PROPOSAL BEAVER BIOMASS FUELS PROJECT

Speckled Unit: Slash piles generated from 18.9 acres of hazardous fuels reduction treatment located in Placer County, California. The Partner will conduct slash forwarding, chipping and biomass removal operations on all slash piles located within the unit. The Partner will implement treatments in accordance to the specifications outlined in this SPA and the Forest Service approved Technical Proposal.

Truck access is a problem. There is a 7 ton weight limit on Beaver Street. The material may need to be chipped into small trucks and then shuttled down to Deer Street. It would then be reloaded into chip vans to be hauled away. 85% of the piles will be picked up and removed. There may be a few piles that will have to remain because the forwarder cannot maneuver. It will take approximately 10-12 days to complete.

Regency Unit: Slash piles generated from 25 acres of hazardous fuels reduction treatment located in Placer County, California. The Partner will conduct slash forwarding, chipping and biomass removal operations on all slash piles located within unit. The Partner will implement treatments in accordance to the specifications outlined in this SPA and the Forest Service approved Technical Proposal.

There could be landing problems along Regency Way. There are two possible locations. This unit had a tighter leave-tree specification when piled. Forwarder should be able to pick up 85% of the piles within this unit. There is some material that has decayed and will break apart. It will take approximately 12 days to do this unit.

Burton Creek Unit: Slash piles generated from 24.2 acres of hazardous fuels reduction treatment located in Placer County, California. The Partner will conduct slash forwarding, chipping and biomass removal operations on all slash piles located within unit. The Partner will implement treatments in accordance to the specifications outlined in this SPA and the Forest Service approved Technical Proposal.

The main road will have to be bladed before chip hauling begins. There may be a need to widen a couple of corners. There are a few access problems as far as picking up slash piles, but we should be able to pick up 85% of the piles and remove them.

QUALITY CONTROL BEAVER BIOMASS FUELS PROJECT

Owner/operator and President, Jeff Holland, who is also the project manager, has a good reputation in working with COR and sale administrators on all contracts. Our company believes that if a job is laid out and done correctly, there will be less soil damage and it will be more appealing to the eye when the job is complete.

The Lake Tahoe area is the number one recreational area in the nation and it is extremely difficult to work in because of its recreational use. The Tahoe area is used by hikers, bicyclers, cross country skiers, snow shoers, and snowmobilers. Their safety is an everyday issue. There are also power lines, houses, paved residential roads, and trails for hikers and bicyclers that have to be considered on a daily basis. Before each operation begins, we try to contact each landowner to let them know we are in their area and explain what we will be doing. We also take the time to explain our operation to anyone who passes through our job site. In doing this, it relieves some pressure off of our company as well as the U.S.F.S.

Public safety is a big concern. Safety signs are posted around unit boundaries before felling, forwarding, or chipping operations begin. We layout our job site with the supervision of a Forest Service Representative making sure landings are at minimal size. Forwarding and skid trail layouts are made to ensure minimal soil damage by covering trails with slash or chips. Chips are spread in landing areas and on dirt roads to avoid erosion and dust.

All machinery is regularly maintained to remove residual oil and is regularly washed to control the spread of invasive weed seed. Oil absorbent kits are kept in each machine in case of mechanical failure. All maintenance is performed using three late model fuel and lube trucks which are fully self-contained. The lube trucks have oil suction devices which negate the need for oil buckets for changing oil. All systems are fully maintained to work in the high profile Lake Tahoe region.

Most machinery is equipped with automatic fire extinguishing systems. All machinery has portable fire extinguishers on board in case of fire as well as an arsenal of firefighting equipment that exceeds what is required by law.



APPENDIX C MAPS OF STEWARDSHIP PROJECT AREA

See Attachment 1 – Vicinity Map

See Attachment 2 – Specked Unit Map

See Attachment 3 – Regency Unit Map

See Attachment 4 – Burton Creek Unit Map

**BEAVER BIOMASS REMOVAL
STEWARDSHIP AGREEMENT AREA MAP**

Map 4 of 4

LAKE TAHOE BASIN MANAGEMENT UNIT
Placer County-CA

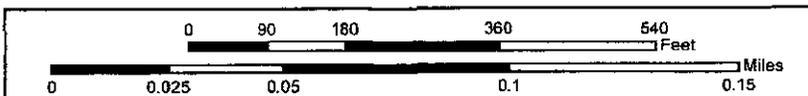
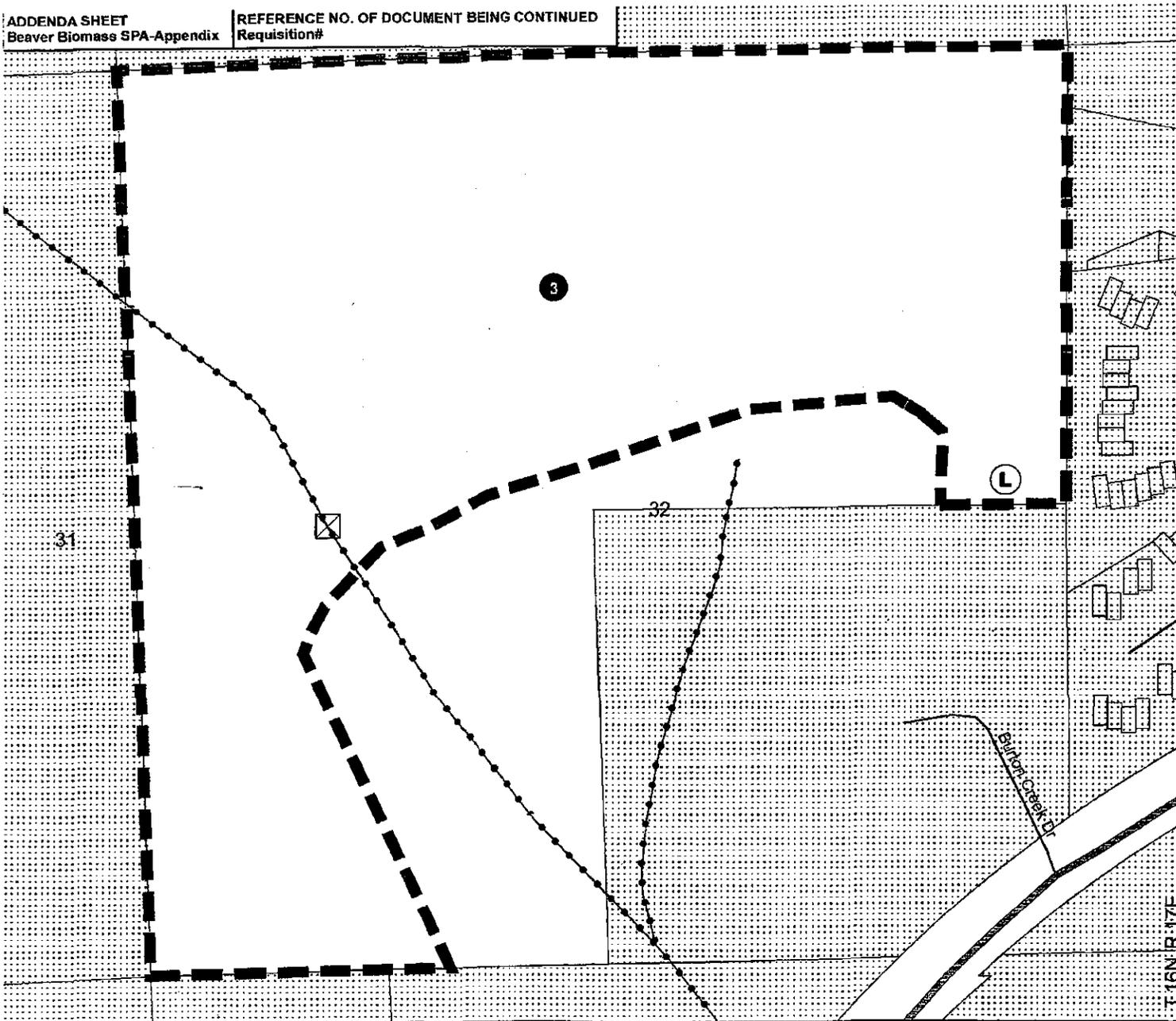
Legend

-  Agreement Area Boundary
-  Payment Unit Boundary
-  Payment Unit Number
-  Existing Road System
- 12N31 Forest Service Road Number
-  Landing
-  Other Ownership
-  Temporary Stream Crossing - Humbolt
-  Protect Streamcourse
-  Protect Improvement, Gate

Payment Unit 3- Burton Creek Unit

Burton Creek Unit - 24.2 acres

Fuel Model-G; Weather Station-Baron
Landlines are Approximate



The Forest Service uses the most current and complete data available. GIS data and product accuracy may vary. They may be developed from sources of differing accuracy; include only of certain scales; based on modeling or interpretation; incomplete, which being created or revised; etc. Using GIS products for purposes other than those for which they were created, may yield inaccurate or misleading results. The Forest Service reserves the right to correct, update, modify or replace GIS products without notification.

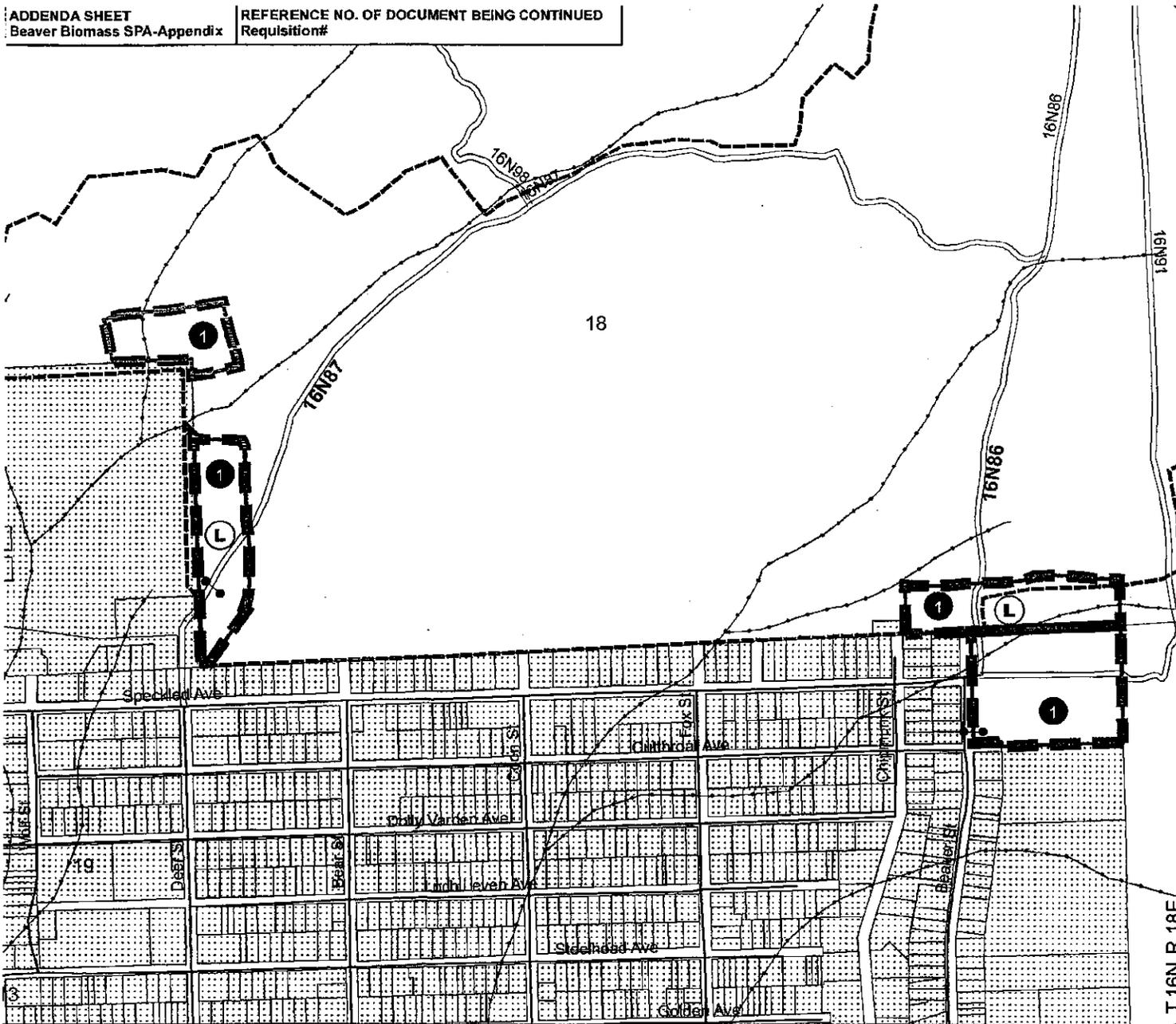
For more information, contact: Lake Tahoe Basin Management Unit
95 College Drive, South Lake Tahoe, CA 96150
(530) 542-2919 (530) 544-4386 TTY

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**BEAVER BIOMASS REMOVAL
STEWARDSHIP AGREEMENT AREA MAP**

Map 2 of 4

LAKE TAHOE BASIN MANAGEMENT UNIT
Placer County-CA



Legend

- Agreement Area Boundary
- Payment Unit Boundary
- Payment Unit Number
- Existing Road System
- 12N31 Forest Service Road Number
- Landing
- Other Ownership
- Protect Streamcourse
- Protect Improvement, Gate

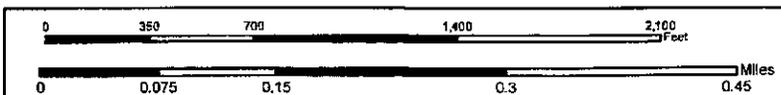
Payment Unit 1 - Speckled Unit

Speckled Unit - 18.9 acres



Fuel Model-G; Weather Station-Baron
Landlines are Approximate

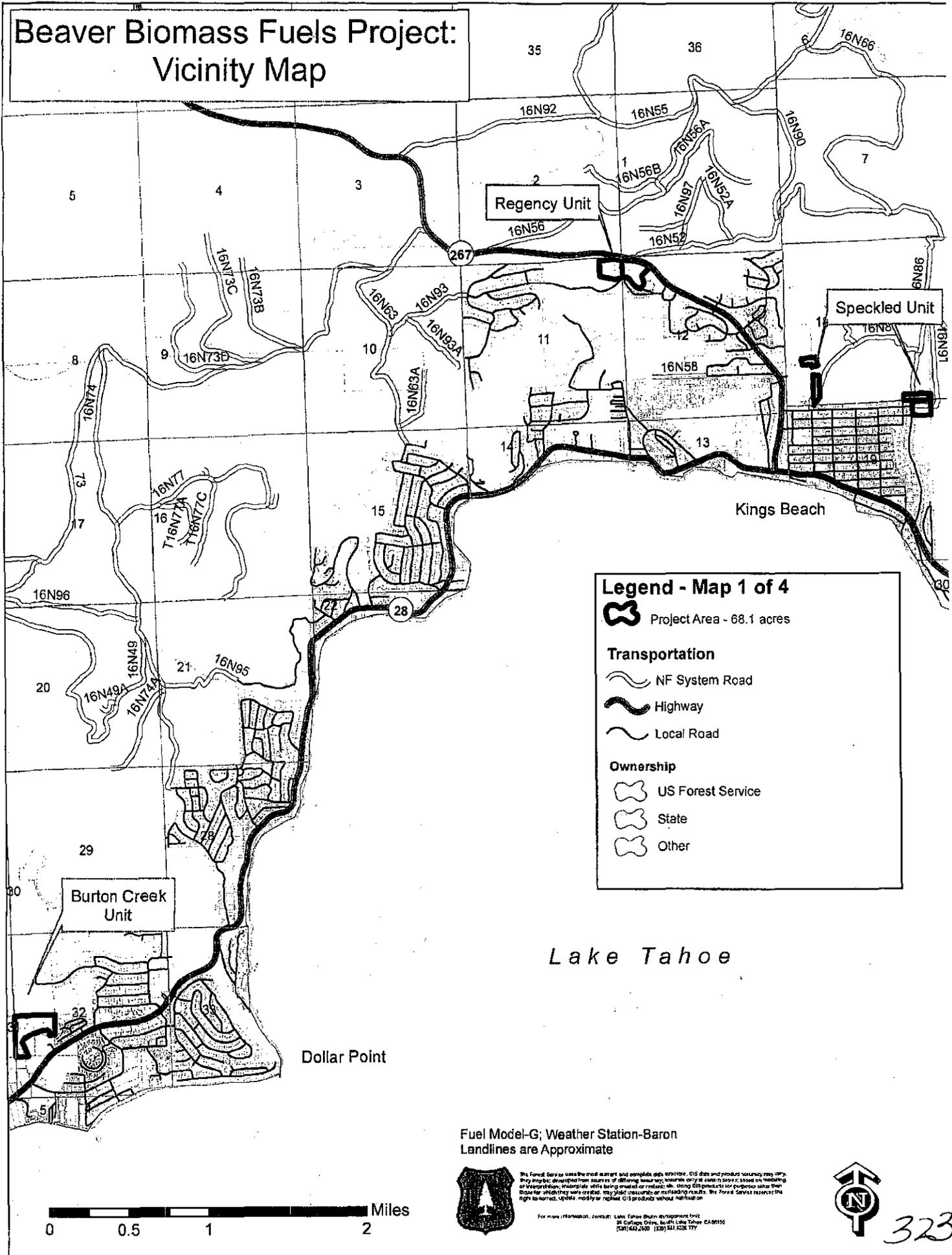
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The Forest Service uses the most current and complete data available. GIS data and product accuracy may vary. They may be developed from sources of differing accuracy; accurate only at certain scales; based on modeling or interpretation; incomplete while being created or revised, etc. Using GIS products for purposes other than those for which they were created, may yield inaccurate or misleading results. The Forest Service reserves the right to correct, update, modify or replace GIS products without notification.

For more information, contact: Lake Tahoe Basin Management Unit
35 College Drive, South Lake Tahoe CA 96160
(530) 542-2600 (520) 541-4085 TTY

Beaver Biomass Fuels Project: Vicinity Map



Legend - Map 1 of 4

- Project Area - 68.1 acres
- Transportation**
 - NF System Road
 - Highway
 - Local Road
- Ownership**
 - US Forest Service
 - State
 - Other

Lake Tahoe

Dollar Point

Fuel Model-G; Weather Station-Baron
Landlines are Approximate



The Forest Service uses the most current and complete data available. GIS data and product accuracy may vary. They are derived from sources of differing accuracy, accuracy is based on the quality of the data. The Forest Service is not responsible for any errors or omissions. The Forest Service reserves the right to correct, update, modify or replace GIS products without notification.

For more information, contact: Lake Tahoe Basin Management Unit
36 Collins Drive, South Lake Tahoe, CA 96150
(530) 442-2100 (530) 441-4328 TTY



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APPENDIX D
FINANCIAL PLAN

Appendix D

USFS Agreement No.: 14-SA-11051900-032
 Partner Agreement No.:
 Project Name: Beaver Biomass Fuels Pro

Mod No.

Stewardship Agreement Financial Plan

Financial Plan Matrix:

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

COST ELEMENTS (Direct Costs)	FS CONTRIBUTIONS		PARTNER CONTRIBUTIONS (1)			(f) TOTAL
	(a) Noncash	(b) Cash to Partner	(c) Noncash (2)	(d) In-Kind	(e) Other Federal	
Salaries/Labor	\$5,300.00	\$0.00	\$4,730.10	\$0.00	\$0.00	\$10,030.10
Travel	\$500.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00
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	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contracted Stewardship Work	\$0.00	\$66,335.00	\$0.00	\$34,320.00	\$0.00	\$100,655.00
Subtotal	\$5,800.00	\$66,335.00	\$4,730.10	\$34,320.00	\$0.00	\$111,185.10
Partner Indirect Costs		\$0.00	\$0.00			\$0.00
FS Overhead Assessment	\$464.00					\$464.00
Total	\$6,264.00	\$66,335.00	\$4,730.10	\$34,320.00	\$0.00	\$111,649.10

Matching Costs Determination	
Total Forest Service Share =	(g)
(a+b)/(f) = (g)	0.6502426
Other Federal Contribution =	(h)
(e)/(f) = (h)	0.00%
Total Federal Share =	(i)
(g+h) = (i)	65.02%
Total Partner Share	(j)
(c+d)/(f) = (j)	34.98%
Total	(k)
(i+j) = (k)	100.00%

Value of Goods for Services	\$258.60
Project Grand Total	\$111,907.70 (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 totals 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)
Salaries/Labor		
Travel		
Equipment		
Supplies/Materials		
Contract(s)	258.6	258.6
Indirect Cost		
Total	\$258.60	\$258.60

(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).

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FS Agreement No: 14-SA-11051900-032
 Partner Agreement No:
 Project Name: Beaver Biomass Fuels Project
 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)		
01	Speckled Unit - forward slash piles	acre	18.90	550.00	\$10,395.00	\$10,395.00	\$0.00		\$0.00		
02	Speckled Unit - biomass removal	load	29.00	550.00	\$15,950.00	\$6,380.00	\$9,570.00		\$71.80		
03	Regency Unit - forward slash piles	acre	25.00	550.00	\$13,750.00	\$13,750.00	\$0.00		\$0.00		
04	Regency Unit - biomass removal	load	38.00	550.00	\$20,900.00	\$8,360.00	\$12,540.00		\$94.90		
05	Burton Creek - forward slash piles	acre	24.20	550.00	\$13,310.00	\$13,310.00	\$0.00		\$0.00		
06	Burton Creek - biomass removal	load	37.00	550.00	\$20,350.00	\$8,140.00	\$12,210.00		\$91.90		
07	Speckled Unit - EC/Mob	project	1.00	2,000.00	\$2,000.00	\$2,000.00	\$0.00		\$0.00		
08	Regency Unit - EC/Mob	project	1.00	2,000.00	\$2,000.00	\$2,000.00	\$0.00		\$0.00		
09	Burton Creek Unit - EC/Mob	project	1.00	2,000.00	\$2,000.00	\$2,000.00	\$0.00		\$0.00		
					\$0.00	\$0.00	\$0.00		\$0.00		
	Partner Indirect Costs (3)	%			\$0.00	\$0.00	\$0.00		\$0.00		
	Support Activities: (2)					Enter in ATSA (1) Cannot Use Retained Receipts					
	EXAMPLES:										
A	Project Set-Up	Job									
B	Field Trips	Trips									
C	Community Meetings	Meetings									
D	Prescription Writing	Unit									
E	Job Training	Hour									
F	Multi-Party Monitoring	Job									
	Partner Indirect Costs (3)	%									
	TOTAL:				\$100,655.00	\$66,335.00	\$34,320.00	\$0.00	\$258.60		

Overview	
FP Column (a): Forest Service Noncash (In-house)	\$6,264.00
Other items on the FP not carried onto the Crosswalk (e.g. Preaward Costs)	
Project Grand Total (4)	\$111,907.70

Forest product total value: \$258.60

Services Exchanged total value: \$258.60

- (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 Partner contributions and/or Forest Service funds (not retained receipts).
- (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).

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WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis Column

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Project Administration (GS-9)	\$310.00	10.00		\$3,100.00
Project Administration (GS-7)	\$220.00	10.00		\$2,200.00
Total Salaries/Labor				\$5,300.00

Travel				
Standard Calculation				
Travel Expense	Cost/Mile	# of Miles		Total
Vehicle Mileage	1000	\$0.50		\$500.00
Total Travel				\$500.00

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

Other Expenses				
Standard Calculation				
Item	# of Units	Cost/Unit		Total
				\$0.00
Total Other				\$0.00

Contracted Stewardship Work				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00
Total Contracted Stewardship Work				\$0.00

Subtotal Direct Costs	\$5,800.00
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Forest Service Overhead Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
8.00%	\$5,800.00			\$464.00
Total FS Overhead Costs				\$464.00

TOTAL COST	\$6,264.00
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WORKSHEET FOR

FS Cash to the Partner Cost Analysis Column

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
				\$0.00

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

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

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

Total Supplies/Materials				\$0.00
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Contracted Stewardship Work				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
Pay Item 1 - Speckled forward slash piles	18.90	\$550.00		\$10,395.00
Pay Item 2 - Speckled chip/remove biomass	29.00	\$220.00		\$6,380.00
Pay Item 3 - Regency forward slash piles	25.00	\$550.00		\$13,750.00
Pay Item 4 - Regency chip/remove biomass	38.00	\$220.00		\$8,360.00
Pay Item 5 - Burton Creek forward slash piles	24.20	\$550.00		\$13,310.00
Pay Item 6 - Burton Creek chip/remove bioma	37.00	\$220.00		\$8,140.00
Pay Item 7 - Speckled EC/Mob	1.00	\$2,000.00		\$2,000.00
Pay Item 8 - Regency EC/Mob	1.00	\$2,000.00		\$2,000.00
Pay Item 9 - Burton Creek EC/Mob	\$1.00	2000.00		\$2,000.00

Total Contracted Stewardship Work				\$66,335.00
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Subtotal Direct Costs	\$66,335.00
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Partner Indirect Costs

Current Overhead Rate	Subtotal Direct Costs		Total
	\$66,335.00		\$0.00

Total Partner Indirect Costs	\$0.00
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TOTAL COST	\$66,335.00
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WORKSHEET FOR

Partner Non-Cash Contribution Cost Analysis Column

Salaries/Labor				
Standard Calculation				
Job Description	Cost/Day	# of Days		Total
Coordination of effort	\$946.02	5.00		\$4,730.10
Total Salaries/Labor				\$4,730.10

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00
Total Travel				\$0.00

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

Contracted Stewardship Work				
Standard Calculation				
Supplies/Materials	# of Items	Cost/Item		Total
				\$0.00
Total Contracted Stewardship Work				\$0.00

Subtotal Direct Costs	\$4,730.10
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Partner Indirect Costs				
Current Overhead Rate	Subtotal Direct Costs			Total
	\$4,730.10			\$0.00
Total Partner Indirect Costs				\$0.00

TOTAL COST	\$4,730.10
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WORKSHEET FOR

Partner In-Kind Cost Analysis Column

Salaries/Labor				
Standard Calculation				
Job Description		Cost/Day	# of Days	Total
				\$0.00

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

Travel				
Standard Calculation				
Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

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

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

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

Contracted Stewardship Work				
Standard Calculation				
Supplies/Materials		# of Items	Cost/Item	Total
Pay Item 2 - Speckled Chip/Remove Biomass		29.00	\$330.00	\$9,570.00
Pay Item 4 - Regency Chip/Remove Biomass		38.00	\$330.00	\$12,540.00
Pay Item 6 - Burton Creek Chip/Remove Biomass		37.00	\$330.00	\$12,210.00

Total Contracted Stewardship Work				\$34,320.00
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Subtotal Direct Costs	\$34,320.00
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TOTAL COST	\$34,320.00
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WORKSHEET FOR

Other Federal Cost Analysis Column

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
			\$0.00

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

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
				\$0.00

Total Travel	\$0.00
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Supplies/Materials

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00

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

Contracted Stewardship Work

Standard Calculation

Supplies/Materials	# of Items	Cost/Item	Total
			\$0.00

Total Contracted Stewardship Work	\$0.00
--	---------------

Subtotal Direct Costs

\$0.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs	Total
	\$0.00	\$0.00

Total FS Overhead Costs	\$0.00
--------------------------------	---------------

TOTAL COST

\$0.00



**APPENDIX E
SCHEDULE OF ITEMS
AND
SPECIFICATIONS**

Schedule of Items
(Complete table to include the project items.)

SCHEDULE OF ITEMS:

1	Forward Slash Piles – Speckled Unit	Acres	18.9	550	10,395
2	Chip and Remove Slash Piles – Speckled Unit	Loads	29	220	6,380
3	Forward Slash Piles – Regency Unit	Acres	25	550	13,750
4	Chip and Remove Slash Piles – Regency Unit	Loads	38	220	8,360
5	Forward Slash Piles – Burton Creek Unit	Acres	24.2	550	13,310
6	Chip and Remove Slash Piles – Burton Creek Unit	Loads	37	220	8,140
7	Road Maintenance, Erosion Control and Mobilization – Speckled Unit	Project	1	2000	2000
8	Road Maintenance, Erosion Control and Mobilization – Regency Unit	Project	1	2000	2000
9	Road Maintenance, Erosion Control and Mobilization – Burton Creek Unit	Project	1	2000	2000



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

Item 1 – Forward Slash Piles – Speckled Unit: All slash piles located in 18.9 acre unit are to be forwarded to a landing for processing.

Item 2 – Chip and Remove Slash Piles – Speckled Unit: All biomass from slash piles forwarded to a landing is to be chipped and removed from project area.

Item 3 – Forward Slash Piles – Regency Unit: All slash piles located in 25 acre unit are to be forwarded to a landing for processing.

Item 4 – Chip and Remove Slash Piles – Regency Unit: All biomass from slash piles forwarded to a landing is to be chipped and removed from project area.

Item 5 – Forward Slash Piles – Burton Creek Unit: All slash piles located in 24.2 acre unit are to be forwarded to a landing for processing.

Item 6 – Chip and Remove Slash Piles – Burton Creek Unit: All biomass from slash piles forwarded to a landing is to be chipped and removed from project area.

Item 7 – Road Maintenance, Erosion Control and Mobilization – Speckled Unit: Partner shall perform road maintenance and erosion control activities as specified in F.9 and F.10, which includes road blading, drainage maintenance, preventative maintenance, and dust abatement on Forest Roads 16N86 and 16N87. Water for performing road maintenance may be obtained from municipal water supply. Specific road maintenance and erosion control requirements are listed in section F.9. Ripping of landings and temporary roads is not permitted in known noxious weed sites and in rocky soils.

Item 8 – Road Maintenance, Erosion Control and Mobilization – Regency Unit: Partner shall perform road maintenance and erosion control activities as specified in F.9 and F.10. Water for performing road maintenance may be obtained from municipal water supply. Specific road maintenance and erosion control requirements are listed in section F.9. Ripping of landings and temporary roads is not permitted in known noxious weed sites and in rocky soils.

Item 9 – Road Maintenance, Erosion Control and Mobilization – Burton Creek Unit: Partner shall perform road maintenance and erosion control activities as specified in F.9 and F.10. Water for performing road maintenance may be obtained from municipal water supply. Specific road maintenance and erosion control requirements are listed in section F.9. Ripping of landings and temporary roads is not permitted in known noxious weed sites and in rocky soils. This unit will require installation and removal of one Humboldt style temporary channel crossing.



APPENDIX F
Timber Removal Specifications

F.1 – Location and Area -			
This Stewardship Project Area of:	68.1	acres more or less are located in:	Speckled Unit – T16N R18E Section 18; Regency Unit - T16N R17E Section 11 and Section 12; Burton Creek Unit – T16N R17E Section 32

F.2 -Volume Estimate and Utilization Standards.

Species	Product	Estimated Quantity	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merch. Factor $\frac{1}{2}$
CS	20	2586	TONS	N/A	N/A	N/A	N/A	N/A
Total Quantity		2586						

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. Not Applicable

F.5 - Timber Rates. (Tree Measurement)

Payment Unit Number	Approx. Acres	Species	Product	Quantity	Unit of Measure	Total Payment	Required Deposit per Payment Unit
1	18.9	CS	Biomass	718	TONS	\$71.80	0
2	25	CS	Biomass	949	TONS	\$94.90	0
3	24.2	CS	Biomass	919	TONS	\$91.90	0



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 U.S. Forest Service. Prescriptions/timber designations are included later in this subsection. **No timber will be designated for removal under this SPA, all material to be removed is located at landings in landing piles and is to be removed as biomass.**

	Number	Acres
Clearcutting Units	0	0
Specified Road Clearing		0
Overstory Removal Units	0	0
Understory Removal Units	0	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
Speckled Unit Regency Unit Burton Creek Unit	N/A	N/A Removal of biomass from landings, no cutting of timber is included in the project.

F.8 Tree Designation/Prescriptions.

No standing trees will be cut or removed under this SPA. The SPA is only for removing slash and cull log decks piled at landing locations. All material will be removed as biomass chip.

F.9- Control of Operations.

Project Operations: Cooperator operations will be limited to use of existing roads and landings. Temporary roads that have had erosion control completed on them (ripping, waterbars, etc.) will need to be re-opened with appropriate BMP's in place to allow for access to landing piles and hauling of biomass. Creation of new temporary roads will not be permitted.

Stream Environment Zone (SEZ) Buffers: Cooperator operations will be limited to existing roads and landings. Landings are not located within SEZ's. Where roads pass through SEZ's or where SEZ's are adjacent to roads, a 25' SEZ buffer from intermittent and perennial channels will flagged on the ground with RED and BLACK striped flagging. No operations will be permitted within SEZ's buffers. No buffers will be applied to ephemeral channels.

Erosion Control:

Required temporary BMP's on roads and landings will be in place during cooperator operations. Erosion control will be completed on all landings and roads when biomass removal operations are completed.

**Invasive Species – Noxious Weeds:**

Areas of known noxious weed populations have been identified on the ground with Fluorescent Green and Orange flagging (or orange flagging with Noxious Weed print) and are to be avoided during all project operations. Noxious Weed populations that have been treated prior to project operations by the Forest Service and certified by a Forest Service botanist do not require avoidance during project operations.

BMP's

The following Best Management Practices (BMP) are applied to this task order contract for erosion control purposes. BMPs are specified in: Water Quality Management for National Forest System Lands in California – Best Management Practices, USDA Forest Service, 2000.

BMP 1-5, Limiting Operating Period of Timber Sale Activities

BMP 1-6, Protection of Unstable Lands

BMP 1-8, Streamside Management Zone Designation

BMP 1-12, Log Landing Location

BMP 1-13, Erosion Prevention and Control Measures during Operations

BMP 1-14, Special Erosion Prevention Measures on Disturbed Land

BMP 1-16, Log Landing Erosion Control

BMP 1-18, Meadow Protection during Timber Harvesting

BMP 1-19, Streamcourse and Aquatic Protection

BMP 1-20, Erosion Control Structure Maintenance

BMP 1-21, Acceptance of Contract Erosion Control Measures Before Contract Closure

BMP 1-25, Modification of the Contract for Environmental Protection

BMP 2-2, Erosion Control Plan

BMP 2-3, Timing of Construction Activities

BMP 2-7, Control of Road Drainage

BMP 2-9, Timely Erosion Control Measures on Incomplete Roads and Stream Crossings

BMP 2-12, Servicing and Refueling of Equipment

BMP 2-13, Control of Construction and Maintenance Activities Adjacent to SMZs

BMP 2-21, Water Source Development Consistent with Water Quality Protection

BMP 2-22, Maintenance of Roads

BMP 2-23, Road Surface Treatment to Prevent Loss of Materials

BMP 2-24, Traffic Control during Wet Periods

BMP 2-25, Snow Removal Controls to Avoid Resource Damage

BMP 5-4, Revegetation of Surface Disturbed Areas



F.10 - Roads. The Partner is/are authorized to construct and maintain roads, bridges, and other transportation facilities, as needed for conducting treatments on National Forest and other lands where U.S. 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	
Road No.	Project Name	Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
					Survey	Design	Const. Staking
N/A							

F.10-b - Road Maintenance Requirements. The Partner 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-802	T-803	T-805	T-806	T-807	T-808	T-809	T-810		
16N86			.3	X	X	X	X	X	X	X	X		
16N87			.3	X	X	X	X	X	X	X	X		

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

F.10-c - Use of Roads By the Partner. The Partner'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 U.S. Forest Service to inform the public of use restrictions. The Partner'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	Description of Restrictions
		From	To	Legend	
N/A					



F.11- Scaling Instructions and Specifications.

Name and Date of Governing
Instructions:

N/A

F.12- Scaling Services.

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
N/A					

F.13 - Advance Deposits. The Partner 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. U.S. Forest Service and the Partner 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 U.S. Forest Service will suspend all or any part of the Partner's operations until payment or acceptable payment guarantee is received.

F.14- Title Passage.

Tree Measurement. All right, title, and interest in and to any included timber shall remain with the U.S. Forest Service until it has been measured, paid for, and removed from the Stewardship Stewardship Project Area or other authorized cutting area, at which time title shall then vest with the Partner. 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 Partner on or prior to the termination date, shall remain with the U.S. 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 Partner at current SPA Rates and Required Deposits. Deterioration or loss of value of salvage timber is not an unexpected event.

In the event Included Timber to which U.S. Forest Service holds title is destroyed, the Partner will not be obligated to remove and pay for such timber. In the event Included Timber to which



U.S. Forest Service holds title is damaged, the U.S. 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 SPA 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 U.S. Forest Service to supply, or for the Partner 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 Partner'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:

$[(1) \times (2) + (3) \times (4)] \times (5) = \text{Maximum Amount of Cooperator's Obligation per Operations Fire. Round up to the next } \$100.$

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

2 Workers

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

\$ 17.40 /Hr. x 12 hours = \$ 208.80

(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.

\$ 100 /Hr. x 12 hours = \$ 1200 /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.

1 days

Cooperator's Obligation per Operations Fire,

Maximum

Amount: \$ 1,700.00

Road Maintenance T-Specifications

<u>No.</u>	<u>Specification Title</u>
T-800	Definitions
T-802	Ditch Cleaning
T-803	Surface Blading
T-805	Drainage Structures
T-806	Dust Abatement
T-807	Roadway Vegetation
T-808	Miscellaneous Structures
T-809	Waterbars
T-810	Barriers

SPECIFICATION T-800 DEFINITIONS

Wherever the following terms or pronouns are used in Specifications T-802 through T-810, the intent and meaning shall be interpreted as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

800-1.13 - Prehaul Maintenance. Road maintenance work which the Contractor determines must be accomplished to maintain the roads to a satisfactory condition commensurate with the Contractor's use, provided Contractor's Operations do not damage improvements under B6.22 or National Forest resources and hauling can be done safely. This work will be shown in the Annual Road Maintenance Plan as provided in B/BT6.31.

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

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

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

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

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

800-1.18 - Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of base and Surface Course, if any.

800-1.19 - Slide. A concentrated deposit of Materials from above or on backslope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated ravelling.

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

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

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

800-1.23 - Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

800-1.24 - Surface Course. The Material placed on Base Course or Subgrade primarily to resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

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

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

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

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

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

SPECIFICATION T-802 DITCH CLEANING

DESCRIPTION

1.1 Ditch cleaning is removing and disposing of all Slough Material from Roadway ditches to provide a free-draining waterway.

REQUIREMENTS

3.1 Ditch cleaning shall be repeated during the year as often as necessary to facilitate proper drainage.

3.2 All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from the ditch, if suitable, may be blended into existing native road surface or Shoulder or placed in designated Berms in conjunction with Surface Blading T-803 operations.

Material removed from ditches that is not by Agreement blended into existing roads or placed in Berms shall be loaded and hauled to the disposal site shown on Sale Area Map.

3.3 Roadway backslope or Berm shall not be undercut.

SPECIFICATION T-803 SURFACE BLADING

DESCRIPTION

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

REQUIREMENTS

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

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

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

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

3.5 Roadway backslopes or Berms shall not be undercut, nor shall new Berms be established unless agreed otherwise.

Berms shall be repaired by placing Material, as needed to restore the Berm, to reasonably blend with existing line, grade, and cross-section.

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

3.7 Intersecting roads shall be bladed for a distance of 50 feet to assure proper blending of the two riding surfaces.

3.8 Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. The oversized Material shall be disposed of by sidecasting, unless shown otherwise on Sale Area Map. Sidecasting into streams, lakes, or water courses will not be permitted.

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

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

SPECIFICATION T-805 DRAINAGE STRUCTURES

DESCRIPTION

1.1 This work consists of maintaining Drainage Structures and related items such as inlet and outlet channels, existing riprap, trash racks, and dropinlets.

MATERIALS

2.1 All Materials used in the maintenance of Drainage Structures shall conform by type and specification to the Material in the structure being maintained.

REQUIREMENTS

3.1 Drainage Structures and related items shall be cleared of all foreign Material which has been deposited above the bottom of the structure and all vegetative growth which interferes with the flow pattern. Material removed that cannot be incorporated into maintenance work shall be hauled to a disposal site shown on Sale Area Map.

3.2 If outlet or inlet riprap was installed by Contractor as a construction item or existed prior to Contractor's haul, it shall be maintained in good condition including the replacement of riprap if necessary to previous line, grade, and cross-section.

3.3 Perform maintenance to insure the proper functioning of the head walls, aprons, inlet assemblies, overside drains, riprap, trash racks, and other facilities related to the Drainage Structure.

SPECIFICATION T-806 DUST ABATEMENT

DESCRIPTION

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

MATERIALS

2.1 The roads requiring dust abatement, type of dust abatement Material to be used, the rates of application, and frequency of applications will be shown on Dust Abatement Plan (B/BT5.3, B/BT6.31, and C/CT5.31#). The Dust Abatement Plan may be changed by written Agreement.

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

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

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

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

REQUIREMENTS

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

3.2 Compaction. When the methods listed below specify compaction, Traveled Way shall be compacted by an 8 to 10 ton pneumatic, steel-wheeled or equivalent vibrating roller making 2 passes over the full Traveled Way and Shoulder width, unless compaction is not required on the Dust Abatement Plan (B/BT5.3, B/BT6.31, and C/CT5.31#).

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

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

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

Prior to applying DO-6BA, DO-6PA, or DO-8, the top 2 inches of Traveled Way shall contain not less than 80 percent nor more than 120 percent of optimum moisture as determined by AASHTO T-99, Method C. Prior to applying other bituminous Material, Traveled Way shall have a moisture content between 1 and 3 percent. If surface dusting prevents the bituminous

Material from penetrating, a light application of water shall be applied just prior to applying the bituminous Material.

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

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

One or more of the following methods shall be used, as specified in the Dust Abatement Plan (B/BT5.3, B/BT6.31, and C/CT5.31#).

Method 1. Compact Traveled Way and apply the dust abatement Material.

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

Method 3. Blade 1 inch of Material from Traveled Way into a windrow along the Shoulder. Maintain the specified moisture content in the windrow and the top inch of Traveled Way. Apply half the dust abatement Material. When the dust abatement Material has penetrated, the windrow shall be bladed to a uniform depth across dust abatement Traveled Way, and the remaining dust abatement Material shall be applied. Traveled Way shall be compacted.

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

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

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

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

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

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

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

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

SPECIFICATION T-807 ROADWAY VEGETATION

DESCRIPTION

1.1 This work includes removal of brush and trees from within the Roadway limits.

REQUIREMENTS

3.1 Vegetative matter within the Roadway which impedes vehicular travel or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed. Downed timber meeting utilization standards shall be cut in appropriate lengths and decked along the Roadside in locations where the Traveled Way or sight distances will not be impaired.

3.2 Vegetative matter removed from the Roadway shall be treated by the specified method shown on Sale Area Map and as required by C/CT6.7#.

SPECIFICATION T-808 MISCELLANEOUS STRUCTURES

DESCRIPTION

1.1 Maintenance of miscellaneous structures includes cattleguards, gates, and other similar structures that have been previously installed to insure safe and efficient operation of the road.

MATERIALS

2.1 Any Materials needed in the maintenance of miscellaneous structures shall be similar in type and quality to the Material in the structure being maintained.

REQUIREMENTS

3.1 Cattleguards. Loose rails shall be welded or bolted back in place.

Excess Material carried into the cattleguard shall be removed when drainage is blocked or when it reaches 6 inches from the bottom of the cattleguard frame. Drainage into and from the cattleguard shall be kept open.

3.2 Gates. Gates shall be kept in good repair and made to swing easily. Hinges or latches shall be repaired if not operating properly.

Brush and debris shall be removed from within the swinging radius.

SPECIFICATION T-809 WATERBARS

DESCRIPTION

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

REQUIREMENTS

3.1 Waterbars shall be installed on roads shown on Road Maintenance Plan in accordance with the attached drawings and at locations designated or staked on the ground.

All Material excavated shall be used in the installation of the Waterbar. Bermed Material shall be compacted by operating heavy equipment over the length and width of the Berm.

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

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

SPECIFICATION T-810 BARRIERS

DESCRIPTION

1.1 This work shall consist of furnishing, installing, or removing barriers. Gates are not included.

MATERIALS

2.1 Materials for barriers shall meet the requirements as shown on attached drawings.

REQUIREMENTS

3.1 Barriers shall be installed in accordance with the attached drawings.

The location of barriers to be removed or installed is shown on Sale Area Map. Installation or removal may occur as often as road use is terminated and resumed.



APPENDIX G GUIDELINES FOR OPERATIONS

The following Guidelines for Operations apply to activities under this SPA, 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 B and designated on the ground by the U.S. 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.** The Partner 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, the Partner 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. The Partner 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.** The Partner's operations shall not unnecessarily damage young growth or other trees to be reserved.



5. **Safety.** The Partner's operations shall facilitate the U.S. Forest Service's safe and practical inspection of the Partner's operations and conduct of other official duties on the Stewardship Project Area. The Partner has/have all responsibility for compliance with safety requirements for the Partner's employees.

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

During periods of general recreation activity within Stewardship Project Area or vicinity, the U.S. 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 U.S. 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.

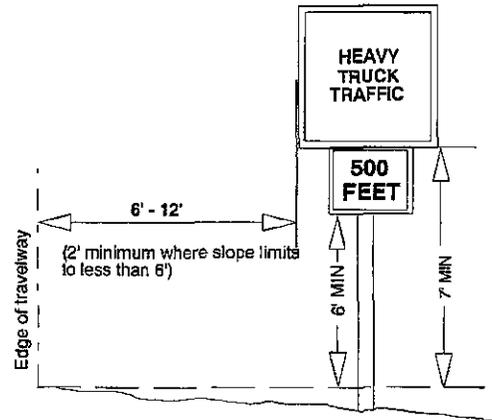


Figure 1: Sign Placement

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	Deceleration 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.

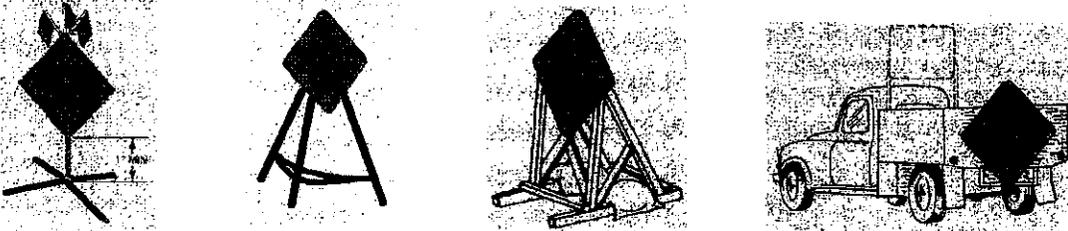
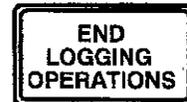


Figure 3: Examples of Temporary/Portable Supports

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*
FW22-3-30

FG20-2-48

FG20-3-42*

FG20-3a-42



FW20-1-30*

W21-3-30*

FW21-4a-30

FW11-7-24

W22-1-36*



FW8-6-24
24*

FW11-9a-24

W7-3a-24*

W13-1-18**

W20-7aP-

* Specify Distance

Speed

** Specify



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

6. **Safety (Timber Hauling).** The Partner 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.** The Partner shall notify U.S. 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 the Partner's Operations.

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

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

8. **Sanitation and Servicing.** The Partner shall take all reasonable precautions to prevent pollution of air, soil, and water by the Partner'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. The Partner shall maintain all equipment operating on Stewardship Project Area in good repair and free of abnormal leakage of lubricants, fuel, coolants, and hydraulic fluid. The Partner shall not service tractors, trucks, or other equipment on National Forest lands where servicing is likely to result in pollution to soil or water. The Partner 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. The Partner 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 the Partner maintain(s) storage facilities for oil or oil products on the Stewardship Project Area, the Partner 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, the Partner 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. The Partner shall notify the U.S. 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 the Partner's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of the Partner's operations. The Partner will take whatever initial action may be safely accomplished to contain all spills.
10. **Hazardous Substances.** The Partner shall notify the National Response Center and U.S. 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 the Partner's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of the Partner'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, the Partner 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 the the Partner 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.

The Partner 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, the Partner shall inspect equipment at cleaning location, and provide documentation of inspection to the U.S. Forest Service.

New infestations of noxious weeds, of concern to U.S. Forest Service and identified by either the Partner or U.S. Forest Service, on the Stewardship Project Area or on the haul route, shall be promptly reported to the other party. The Partner and U.S. 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 U.S. Forest Service is available at each U.S. Forest Service office.

12. **Conduct of Logging.** N/A Unless otherwise specifically provided herein, the Partner 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. U.S. 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.** N/A 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. The Partner 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, the Partner shall make sample saw cuts or wedges.
14. **Felling in Clearings.** N/A 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.** N/A Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Appendix F except that occasional stumps of greater heights are acceptable when the Partner determine(s) that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, the Partner shall re-cut high stumps so they will not exceed heights specified in F.3 and shall dispose of severed portions in the same manner as other logging debris.
16. **Bucking Lengths.** N/A Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting utilization standards.
17. **Limbing.** N/A Trees will not be limbed unless they exceed 24" dbh. Trees > than 24" dbh may be limbed up to two 16' log lengths (33 feet from stump cut).
18. **Skidding and Yarding.** N/A 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. Trees should be yarded with limbs and tops attached.
19. **Rigging.** N/A Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.
20. **Landings and Skid Trails.** N/A 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.** N/A 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.** The Partner's Operations shall be conducted to prevent debris from entering streamcourses. In event the Partner cause(s) debris to enter streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, the Partner 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 the Partner and the U.S. 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 the Partner's planned construction and U.S. 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.** The Partner'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. The Partner 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, the Partner 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, the Partner 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, the Partner 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, the Partner 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.

The Partner 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 the Partner's operations. The Partner shall make timely restoration of any such improvements damaged by the Partner'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, the Partner shall employ such measures as outsliping, drainage dips, and water-spreading ditches. After a temporary road has served the Partner's purpose, the Partner shall give notice to the U.S. 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 the Partner's purpose, the Partner 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.** N/A The Partner shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where needed to prevent erosion. By agreement, the Partner 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, the Partner 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, the Partner 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 SPA, the Partner shall provide maintenance of soil erosion control structures constructed by the Partner until they become stabilized, but not for more than one year after their construction.
33. **Slash Disposal.** The Partner's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by the Partner are stated in Appendix E.
34. **Scaling.** Scaling includes:
- Various volume determination methods, such as log rule, sampling, measuring, linear measuring, counting, weighing, or another method or combination of methods;
 - Various sites, such as truck Scaling stations, rollways, weighing stations, woods landings, water Scaling stations, or other sites.
 - Various geographic locations.
35. **Scaling Services.** Scaling services shall be performed by U.S. Forest Service personnel or parties under contract to U.S. Forest Service, except that weighing services may be performed by personnel or parties approved by the U.S. 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 U.S. Forest Service. Scaling services may be continuous, intermittent, or extended.
- Continuous scaling services is scaling at one site five (5) 8-hour shifts a week, exclusive of Sundays and Federal holidays.
 - Intermittent scaling services are non-continuous scaling services.
 - 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 U.S. Forest Service may provide other services, such as but not limited to grading, tagging, or marking of Scaled logs.

36. Scaling Location. The U.S. 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 the Partner may be served. The Partner 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 U.S. Forest Service may approve an alternate scaling site, when the U.S. 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 U.S. Forest Service and the Partner shall enter into a written memorandum of agreement governing Scaling at that alternate location. The Partner agree(s) that U.S. Forest Service personnel or persons under contract with the U.S. Forest Service shall perform scaling services at an alternative scaling site. In no instance shall the Partner perform scaling services.

37. Scaling Adjustments. The U.S. 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 U.S. 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 U.S. Forest Service. Such adjustment will be based on the difference between U.S. Forest Service check Scale(s) and original Scale for SPA 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 U.S. Forest Service may waive electronic printing for public or third party weighing facilities. The Partner shall bear all charges or fees for weighing services.

39. **Presentation for Scaling.** The Partner shall present products so that they may be Scaled in an eco-nomical and safe manner.

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

- a) The Partner shall plainly mark or otherwise identify products prior to hauling;
- b) U.S. Forest Service shall issue removal receipts to the Partner;
- c) The Partner 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 U.S. 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 U.S. Forest Service; and
- g) The Partner shall notify U.S. Forest Service of lost or off-loaded biomass and the location within 12 hours of such loss. The Partner 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, the Partner 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. The Partner shall notify U.S. Forest Service when a load of products, after leaving Stewardship Project Area, will be delayed for more than 12 hours in reaching Scaling location.

The Partner shall require truck drivers to stop, if requested by U.S. 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.

The Partner and U.S. 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 U.S. Forest Service shall notify the Partner of the methods to be used to alert truck drivers of an impending stop.

42. Product Identification. N/A Before removal from the Stewardship Project Area, unless the U.S. Forest Service determines that circumstances warrant a written waiver or adjustment, the Partner 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 U.S. 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. The Partner shall use assigned brand exclusively on logs under this SPA until U.S. Forest Service releases brand. The Partner 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. The Partner shall replace identifying marks if they are lost, removed, or become unreadable. The Partner 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 SPA brand and repainted with highway-yellow paint, unless otherwise agreed to in writing by the U.S. Forest Service Representative. For such remanufactured products, U.S. Forest Service may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned SPA 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.

Scaling Lost Sample Loads. If Scaling is being done by sampling loads of biomass, the Partner shall present such sample loads for Scaling by U.S. Forest Service. If loads of biomass 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 U.S. 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 U.S. Forest Service actions shall be treated as non-Scaled loads.

44. **Scale Reports.** N/A The U.S. Forest Service shall provide the Partner a copy of U.S. Forest Service scaler's record, if requested in writing.

45. **Fire Precautions and Control**

- a) **Plans.** Prior to initiating the Partner's operations during Fire Precautionary Period, the Partner shall file with U.S. 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 the Partner's Operations. Such plan shall include a detailed list of personnel and equipment at the Partner disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one SPA.
- b) **Fire Precautions.** Specific fire precautionary measures listed in this Appendix shall be applicable during the Partner'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 the Partner's operations in Fire Precautionary Period.
- c) **Substitute Precautions.** The U.S. 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 U.S. Forest Service may require the necessary shutting down of equipment on portions of the Partner's Operations, as specified by the emergency fire precautions schedule. Under such conditions, after the Partner cease(s) active operations, the Partner shall release for hire by U.S. Forest Service, if needed, the Partner's shutdown equipment for fire standby on the Stewardship Project Area or other areas of the Partner's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by the Partner 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 the Partner request(s), shall be operated only by personnel approved by the the Partner. Personnel so hired shall be subject to direction and control by U.S. Forest Service and shall be paid by U.S. 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 U.S. Forest Service, the Partner shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. The Partner shall promptly remedy deficiencies found through such inspecting and testing.

1. The following requirements shall apply during the period **May 1 – October 30** and during other such periods as specified by U.S. Forest Service.

2. *See Fire Plan – Attachment #4*

46. **Fire Control.** The Partner shall, both independently and in cooperation with U.S. Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from the Partner's Operations and to suppress any forest fire on Stewardship Project Area. The Partner's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at the Partner's disposal on Stewardship Project Area or within the distance of Stewardship Project Area: (1 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, U.S. Forest Service may require further actions by the Partner 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 the Partner's Operations.
- c) **Personnel.** To release for employment by U.S. Forest Service any or all of the Partner's personnel engaged in the Partner's Operations or timber processing within the distance of Stewardship Project Area: (1 miles). Any organized crew so hired shall include the Partner's supervisor, if any. Personnel so employed shall be paid at U.S. Forest Service standard emergency fire fighting rates.
- d) **Equipment.** To make available for U.S. Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of the Partner's equipment suitable for fire fighting and currently engaged in the Partner's Operations within the distance of Stewardship Project Area: (1 miles). Equipment shall be operated only by personnel approved by the Partner, if so requested by the Partner.



48. **Temporary Roads and Skid Trails.** N/A The Partner shall locate Temporary Roads and Skid Trails on locations approved by the U.S. 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, the Partner shall employ such measures as outsloping, drainage dips, and water-spreading ditches.

**FIRE PLAN FOR 14-SA-11051900-032
BEAVER BIOMASS FUELS PROJECT**

1. **SCOPE:**

The provisions set forth below outline the responsibility for fire prevention and suppression activities and establish a suppression plan for fires within the Agreement area. The Agreement area is delineated by map in the Agreement. The provisions set forth below also specify conditions under which Agreement activities will be curtailed or shut down.

2. **RESPONSIBILITIES:**

A. Partner

(1) Shall abide by the requirements of this Fire Plan.

(2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the Agreement, shall be responsible for preventing the escape of fires set directly or indirectly as a result of Agreement operations, and shall extinguish all such fires which may escape.

(3) Shall permit and assist in periodic testing and inspection of required fire equipment. Partner shall certify compliance with specific fire precautionary measures in the fire plan, before beginning operations during Fire Precautionary Period and shall update such certification when operations change.

(4) Shall designate in the Fire Plan and furnish on Agreement Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Partner in fire prevention and suppression matters.

B. Forest Service

The Forest Service may conduct one or more inspections for compliance with the Fire Plan. The number, timing, and scope of such inspections will be at the discretion of agency employees responsible for Agreement administration. Such inspections do not relieve the Partner of responsibility for correcting violations of the fire plan or for fire safety in general, as outlined in paragraph 2.A above.

3. **DEFINITIONS:**

The following definitions shall apply:

Active Landing: A location the Partner may be skidding logs into, or performing other operations such as delimiting, log manufacturing, and chipping logs. Except for EV and E days, loading logs or stockpiling 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, masticating, piling, log processing and/or yarding which requires the use of motorized power which includes, chainsaws, chippers, motorized carriages, masticators, stroke delimiters, skidders, dozers etc.

4. **TOOLS AND EQUIPMENT:**

The Partner shall comply with the following requirements during the fire precautionary period, as defined by unit administering Agreements:

The Fire Precautionary Period is set by the State of California which is April 1 through December 1 of any year.

A. Fire Tools and Equipment: Partner shall meet minimum requirements of Section 4428 of the California Public Resources Code (C.P.R.C.). Fire tools kept at each operating 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 Partner's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

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.

Where cable yarding is used, Partner shall provide a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump within 25 feet of each tail and corner block.

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

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

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

Partner shall equip each mechanized harvesting machine with hydraulic systems, powered by an internal combustion engine (chipper, feller/buncher, harvester, forwarder, hot saws, stroke delimeter, etc), except tractors and skidders, with at least two 4-A:60-B:C fire extinguishers or equivalent.

C. Spark Arresters and Mufflers: Partner shall equip each operating tractor and any other internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442 or tractors with exhaust-operated turbochargers. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. 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 according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, 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. Tank Truck or Trailer: Partner shall provide a **water tank truck or trailer** on or in proximity to Agreement Area during Partner's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active landing, unless otherwise excepted when Hot Saws or Masticators are being used. See Section 6 for specific Agreement requirements.

The tank shall contain at least 300 gallons of water available for fire suppression. Ample power and hitch shall be readily available for promptly and safely moving tank over roads serving Agreement Area. Tank truck or trailer shall be equipped with the following:

- (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 Agreement Area using a 5/16 inch orifice in the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

T e m p	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
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
	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G	P	G
	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P	S	P
	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M	I	M

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 approximately 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 the pump at least 2 hours and necessary service accessories to facilitate efficient operation of the pump.

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

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 Section 6.

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

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

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section 4 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 Section 6.

5. **GENERAL**

- A. **State Law:** In addition to the requirements in this Fire Plan, the Partner shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Partner must secure a special written permit from the District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If Agreement requires Blasting and Storing of Explosives and Detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Blasting:** Partner shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.
- D. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the CO may approve special areas to be used for smoking. The Partner shall sign designated smoking areas. Partner shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Partner's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- E. **Storage and Parking Areas.** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.

- F. **Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, Partner shall notify Forest Service of any fires on Agreement Area or along roads used by Partner. Partner's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
Dispatch Center	Camino		530-642-5170
Nearest FS Station	Incline Office	855 Alder Street	775-831-2464
Inspector	Jason Pollard	35 College Drive	
COR	Robert Guebard	35 College Drive	530-543-2684
Forest Supervisor	Nancy J. Gibson	35 College Drive	530-543-2600

When reporting a fire, provide the following information:

- Your Name
- Call back telephone number
- Project Name
- Location: Legal description (Township, Range, Section); and Descriptive location (Reference point)
- Fire Information: Including Acres, Rate of Spread and Wind Conditions.

██████████ ██████████ ██████████

- G. **Communications:** Partner shall furnish a serviceable telephone, radio-telephone or radio system connecting each operating side with Partner's headquarters. When such headquarters is at a location which makes communication to it clearly impractical, Forest Service may accept a reasonable alternative location. The communication system shall provide prompt and reliable communications between Partner's headquarters (or agreed to alternative) and Forest Service via commercial or Forest Service telephone.

██████████ ██████████ ██████████

- H. **Fire Patrolperson:** Partner shall furnish a qualified fire patrolperson each operating day when Project Activity Level C or higher is in effect. When on duty, sole responsibility of patrolperson shall be to patrol the operation for prevention and detection of fires, take suppression action where necessary and notify the Forest Service as required. This Fire patrol is required on foot, unless otherwise agreed. By agreement, one patrolperson may provide patrol on this and adjacent projects. No patrolperson shall be required on Specified Road construction jobs except during clearing operations unless otherwise specified.

The Partner shall, prior to commencing work, furnish the following information relating to key personnel:

Title	Name	Telephone Number
Fire Supervisor		
Fire Patrolperson		

- I. **Clearing of Fuels:** Partner shall clear away, and keep clear, fuels and logging debris as follows:

Welding equipment and stationary log loaders, yards and other equipment listed in California State Law:	10 feet slope radius
Tail or corner haulback blocks:	All running blocks shall be located in the center of an area 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.

6. **EMERGENCY PRECAUTIONS**

Partner's Operations shall conform to the limitations or requirements in the Project Activity Level (PAL) table below. Project Activity Levels applicable to this project shall be the predicted activity levels for the Fire Danger Rating Area(s), or fire weather station(s) stated in the Agreement Area Map Legend on Integrated Resource Service Agreements (IRSC's), and other Agreements where applicable.

Fire Danger Rating Area/Fire Weather Station for Project

Baron RAWS

The 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. Partner shall obtain the predicted Project Activity Level from the appropriate Ranger District Office before starting work each day.

Phone Number or Website to obtain Predicted Activity Levels:

530-644-6048

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

PROJECT ACTIVITY LEVEL

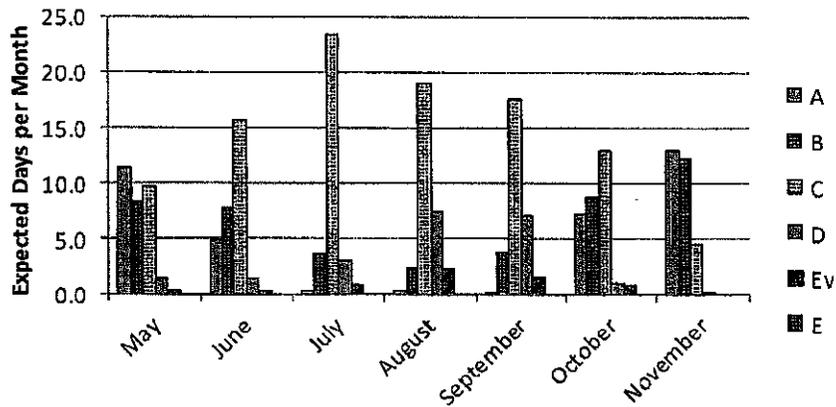
Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
A	Minimum requirements noted above in Sections 4 and 5.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators 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. 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. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
Ev	<p>1. The following activities may operate all day:</p> <ul style="list-style-type: none"> a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. 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). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. <p>2. Hot Saws or Masticators may operate until 1:00 PM; provided that:</p> <ul style="list-style-type: none"> a) A tractor with a blade or other equipment 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. b) Any additional restrictions specified by the Forest. <p>3. All other conventional Mechanical Operations are permitted until 1:00 PM.</p> <p>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:</p> <ul style="list-style-type: none"> • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage <p>When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Agreementing Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Partner's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).</p>
E	<p>The following activities may operate all day:</p> <ul style="list-style-type: none"> 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. <p>All other activities are prohibited.</p>

This Project utilizes "The Project Activity Level" (PAL), an industrial operation's fire precaution system. The following Climatology Chart indicates the Historic Activity Levels for the Project Fire Danger Rating Area or Fire Weather Station utilized on this Project. This is only a historical average of the Activity Levels for the identified Fire Danger Rating Area or Weather Station.

Project Activity Level Climatology							
Station/SIG/Unit:	MEYERS/BARON			Years Analyzed	2003 - 2012		
Month	Expected Days per Month at each PAL Value						Days Analyzed
May	11.3	8.3	9.7	1.3	0.3	0	306
June	4.9	7.9	15.7	1.3	0.2	0	298
July	0.2	3.6	23.4	3.0	0.7	0	307
August	0.3	2.3	18.9	7.4	2.1	0	310
September	0.1	3.8	17.6	7.0	1.4	0	298
October	7.4	8.8	13.0	1.0	0.8	0	307
November	13.0	12.3	4.6	0.1	0.0	0	286
Total Per Season	37.3	47.0	103.0	21.2	5.5	0	

PAL Climatology 2003-2012



Region 5 Project Activity Level (PAL) Ev Variance Application/Agreement

Project Name: _____
 Agreement Number: _____
 Partner Name: _____
 Request # __, for period: _____
 Units/Subdivisions Affected: _____

Location of operation:	
Slope	
Aspect	
Elevation	
Fuels on site	
Fuels in surrounding area	
7 Day PAL Outlook	
Short range predictions (Red Flags)	
Fuel Moistures	
Response time of suppression resources	
Potential for ignition	
RAWS location	
Current Fire Situation:	
Draw down information	
National Readiness Level	
Agreement considerations:	
Normal Operating Season	
Frequency of recent Agreement fires in area	
Type of operation	
Partners past/current performance & equipment readiness	
Other site specific mitigation or precaution (i.e. Partners proposals)	
Social & Community Considerations:	
Proximity of high value resources	
Sensitivity of location	

Proposed Actions:

Description of Mitigation Measures:

Remarks:

Fire Management Officer Concurrence

Date

Line Officer Approval

Date

I have considered the above request and determined the specified mitigation measures or actions must be implemented to continue operations in Project Activity Level Ev. Unless extended, the approval remains in effect for ten (10) calendar days unless cancelled sooner or extended by the Forest Service for an additional ten (10) days. At the sole discretion of the Forest Service, this variance can be modified and/or cancelled at no cost to the government.

Program/Project Manager

Date

Partner Representative

Date