



**RECOVERY ACT STEWARDSHIP AGREEMENT  
SUPPLEMENTAL PROJECT AGREEMENT**

No. 10-SA-11060489-077

**between the**

**THE CITY OF ASHLAND,  
THE NATURE CONSERVANCY,  
AND LOMAKATSI RESTORATION PROJECT**

**and**

**USDA FOREST SERVICE, ROGUE RIVER-SISKIYOU NATIONAL FOREST**

**Tiered to**

**MASTER STEWARDSHIP AGREEMENT**

No. 10-SA-11061001-031

**ASHLAND FOREST RESILIENCY STEWARDSHIP PROJECT**

This Stewardship Supplemental Project Agreement (SPA) is hereby entered into by and between the City of Ashland, The Nature Conservancy, and Lomakatsi Restoration Project, hereinafter referred to as the Partner, and the U.S. Forest Service, Rogue River-Siskiyou National Forest, hereinafter referred to as the Forest Service, as specified under the provisions of Master Stewardship Agreement No. 10-SA-11061001-031.

**Background:** The need for action for the Ashland Forest Resiliency Stewardship Project is the urgent reduction of the potential for large-scale, high-severity wildland fire in the Ashland Municipal Watershed and surrounding areas. One hundred years of fire exclusion and fuel accumulations in this forest’s wildland/urban interface now presents high potential for large-scale, high-severity wildland fire that could significantly interrupt the supply of clean water and late-successional and old-growth forest ecosystems in this Analysis Area. The purpose of the action is to protect values at risk (water quality, late-successional habitat, human life and property, and ecosystem sustainability), reduce hazardous fuels, reduce crown fire potential, and create forest conditions that are more resilient to wildland fires. The Ashland Forest Resiliency Stewardship Project will implement stand density reduction to create a more fire-resilient landscape while maintaining a high level of structural heterogeneity across the landscape.

**I. PURPOSE:**

The purpose of this SPA is to document the cooperative effort between the parties to implement hazardous fuels reduction and restoration actions within and adjacent to the Ashland Watershed in accordance with the Record of Decision (ROD) signed October 8, 2009 for the Ashland Forest Resiliency project.



Under this agreement, hazardous fuel reduction and restoration work would initially take place on approximately 2,200 acres. This work would include surface fuel treatments, prescribed underburning, density management, including some commercial removal, and roadside fuel treatments. Technical review of all activities related to implementation is included along with community education and outreach actions.

This effort will be 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
Appendix H	U.S. Forest Service Provisions for Grants and Cooperative Agreements Awarded Under the American Recovery and Reinvestment Act of 2009

**II. THE PARTNER SHALL:**

A. TECHNICAL PROPOSAL. In coordination with the Forest Service, carry out the work in accordance with the Technical Proposal, which is attached as Appendix B. This Technical Proposal addresses agreed upon land management activities within in the Stewardship Project Area displayed in Appendix C, for the proposed operating period. The Technical Proposal calls for the parties involved to 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 provides 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 and monitoring plans and guidelines for both the harvesting and stewardship projects, subject to revision as needed from time to time as approved by the Forest Service.

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



### III. THE 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. *Surface Fuel Treatments*
  - 2. *Prescribed Burning to Meet Resource Objectives*
  - 3. *Density Management and Associated Removal of Commercial Material*
  - 4. *Community Engagement, including Communication and Education*
  - 5. *Multi-Party Monitoring*
  - 6. *Technical Review of Activities and Quality Control*
  - 7. *Marketing of Fuel Reduction and Restoration By-Products*
  - 8. *Utilization and Training of Local Work Force*
  - 9. *Capability and Past Performance (related to subcontractors)*
- 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 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 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. Partner name, address, and telephone number
2. 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 to:

US Forest Service  
 Albuquerque Service Center  
 Payments – Grants & Agreements  
 101B Sun Ave NE  
 Albuquerque, NM 87109  
 E-mail: asc\_ga@fs.fed.us  
 FAX: (877) 687-4894

A copy of the invoice shall be sent to:

Don Boucher, Project Coordinator  
 Siskiyou Mountains Ranger District  
 Rogue River-Siskiyou National Forest  
 645 Washington Street  
 Ashland, OR 97520  
 E-mail: dboucher@fs.fed.us  
 FAX: (541) 552-2922

**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:**

JOHN KARNS City of Ashland 455 Siskiyou Blvd Ashland, OR 97520 541-482-2770 Fax: 541-488-5318 karnsj@ashland.or.us	MARTHA BENNETT City of Ashland 20 East Main Street Ashland, OR 97520 541-488-6002 Fax: 541-488-5311 bennettm@ashland.or.us
<i>Title/Role/Responsibility:</i> Fire Chief, Ashland Fire and Rescue Primary contact for project coordination for the City of Ashland.	<i>Title/Role/Responsibility:</i> Ashland City Administrator





<p><b>DARREN BORGAS</b>  The Nature Conservancy  33 South Central Ave, Suite 405  Medford, OR 97501  541-770-7933  Fax: 541-770-7941  dborgias@tnc.org</p>	<p><b>ERIC HUNTER</b>  The Nature Conservancy  821 SE 14<sup>th</sup> Ave.  Portland, OR 97214  503-802-8173  Fax: 503-802-8199  ehunter@tnc.org</p>
<p><i>Title/Role/Responsibility:</i> Primary contact for project coordination for the Nature Conservancy</p>	<p><i>Title/Role/Responsibility:</i> Administrative Contact for The Nature Conservancy</p>
<p><b>MARKO BEY</b>  Lomakatsi Restoration Project  PO Box 3084  Ashland, OR 97520  541-488-0208  Fax: 541-488-4909  marko@lomakatsi.org</p>	<p><b>JUSTIN CULLUMBINE</b>  Lomakatsi Restoration Project  PO Box 3084  Ashland, OR 97520  541-488-0208  Fax: 541-488-4909  justin@lomakatsi.org</p>
<p><i>Title/Role/Responsibility:</i> Program Director and primary contact for project coordination for Lomakatsi Restoration Project</p>	<p><i>Title/Role/Responsibility:</i> Program Director and Administrative Contact for Lomakatsi Restoration Project</p>

**Principal Forest Service Contacts:**

<p><b>DON BOUCHER</b>  Siskiyou Mountains Ranger District  Ashland Ranger Station  645 Washington Street  Ashland, OR 97520  541-552-2913  Fax: 541-552-2922  dboucher@fs.fed.us</p>	<p><b>JILL W. ZAN</b>  Forest Service, Region 6, Agreements  Medford Interagency Office  3040 Biddle Road  Medford, OR 97504  541-618-2024  Fax: 541-618-2184  jzan@fs.fed.us</p>
<p><i>Title/Role/Responsibility:</i> Project Coordinator and primary contact for the Forest Service</p>	<p><i>Title/Role/Responsibility:</i> Grants and Agreements Specialist who advises Forest Service Staff on agreement administration activities.</p>



- 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 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 Forest Service will provide the Partner with details for compliance.
- D. NEPA COMPLIANCE. The 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 Forest Service to comply with these terms on the ground.
- E. ACCEPTANCE OF COMPLETED WORK. No less than monthly, the Partner will notify the Forest Service of any completed work that is ready for inspection. The Forest Service may accept all, or a reasonable portion of any specific activity.
- 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 Forest Service. Stewardship credits will not be earned for work that is in progress that has not been accepted by the Forest Service. Partner 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 Forest Service project contacts identified in Provision IV-A is responsible for communicating on-the-ground accomplishments to Forest Service resource staff for input into the IRSA
- I. MONTHLY REPORTING. When the project is active, the 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 Forest Service:
  - Any interest or other investment income earned on advances of agreement funds; or
  - Any royalties or other special classes of program income which, under the provisions of the agreement, are required to be returned;



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

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


K. REFUNDS. Funds collected in advance by the Forest Service, which are not spent or obligated for the project(s) approved under an SPA, may be refunded to the Partner, authorized for use for a new agreement by the Partner, or waived by the Partner. A DUNS number and registration in the Central Contractor Registry (CCR) by the Partner may be necessary to process a refund. Due to processing costs, any balance less than \$25 shall not be refunded to the Partner.

L. MODIFICATION. Modifications within the scope of this SPA 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.

M. COMMENCEMENT/EXPIRATION DATE. This SPA is executed as of the date of the last signature and is effective through January 1, 2020 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.

  
 \_\_\_\_\_  
 MIKE RONEY  
 Timber Contracting Officer

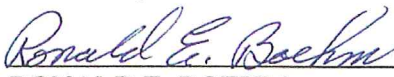
3/17/10  
 \_\_\_\_\_  
 Date

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

  
 \_\_\_\_\_  
 JILL W. ZAN  
 U.S. Forest Grants and Agreements Specialist

3/15/2010  
 \_\_\_\_\_  
 Date

The authority and format of this instrument have been reviewed and the SPA is approved for signature.

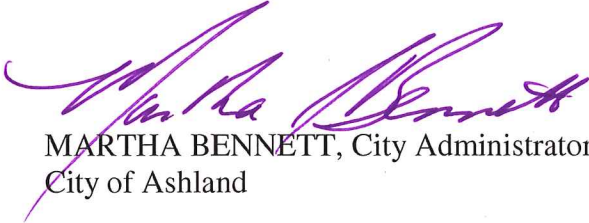
  
 \_\_\_\_\_  
 RONALD E. BOEHM  
 Forest Service Grants & Agreements Specialist  
 Economic Recovery Operations Center - Northwest

March 5, 2010  
 \_\_\_\_\_  
 Date





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

  
MARTHA BENNETT, City Administrator  
City of Ashland

*3/15/10*  
Date

RUSSELL HOEFLICH, Oregon Director  
The Nature Conservancy

Date

JUSTIN CULLUMBINE, Director  
Loamakatsi Restoration Project



Date

*3/11/10*

  
SCOTT D. CONROY, Forest Supervisor  
Rogue River-Siskiyou National Forest

*3/15/2010*  
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.





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

MARTHA BENNETT, City Administrator  
City of Ashland

Date

RUSSELL HOEFLICH, Oregon Director  
The Nature Conservancy

Date *March 15, 2010*

JUSTIN CULLUMBINE, Director  
Loamakatsi Restoration Project

Date

SCOTT D. CONROY, Forest Supervisor  
Rogue River-Siskiyou National Forest

Date

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## APPENDIX A DEFINITIONS

Base Rates. The lowest rate of payment for Included Timber authorized to be cut and removed under this agreement. Payments for Base Rates are to be made in cash. Stewardship credits may not be used as payment for base rates.

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

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

Integrated Resource Service Account. The account maintained by the 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.

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 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 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.

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USDA Forest Service

FS Recovery Act Agreement No. 10-SA-11060489-077

CFDA Number: 10.688 (Wildland Fire Mgmt.)

Treasury Symbol: 12-1118 (WFM)

Awarding Agency Code: 12C2

## **APPENDIX B TECHNICAL PROJECT PROPOSAL**

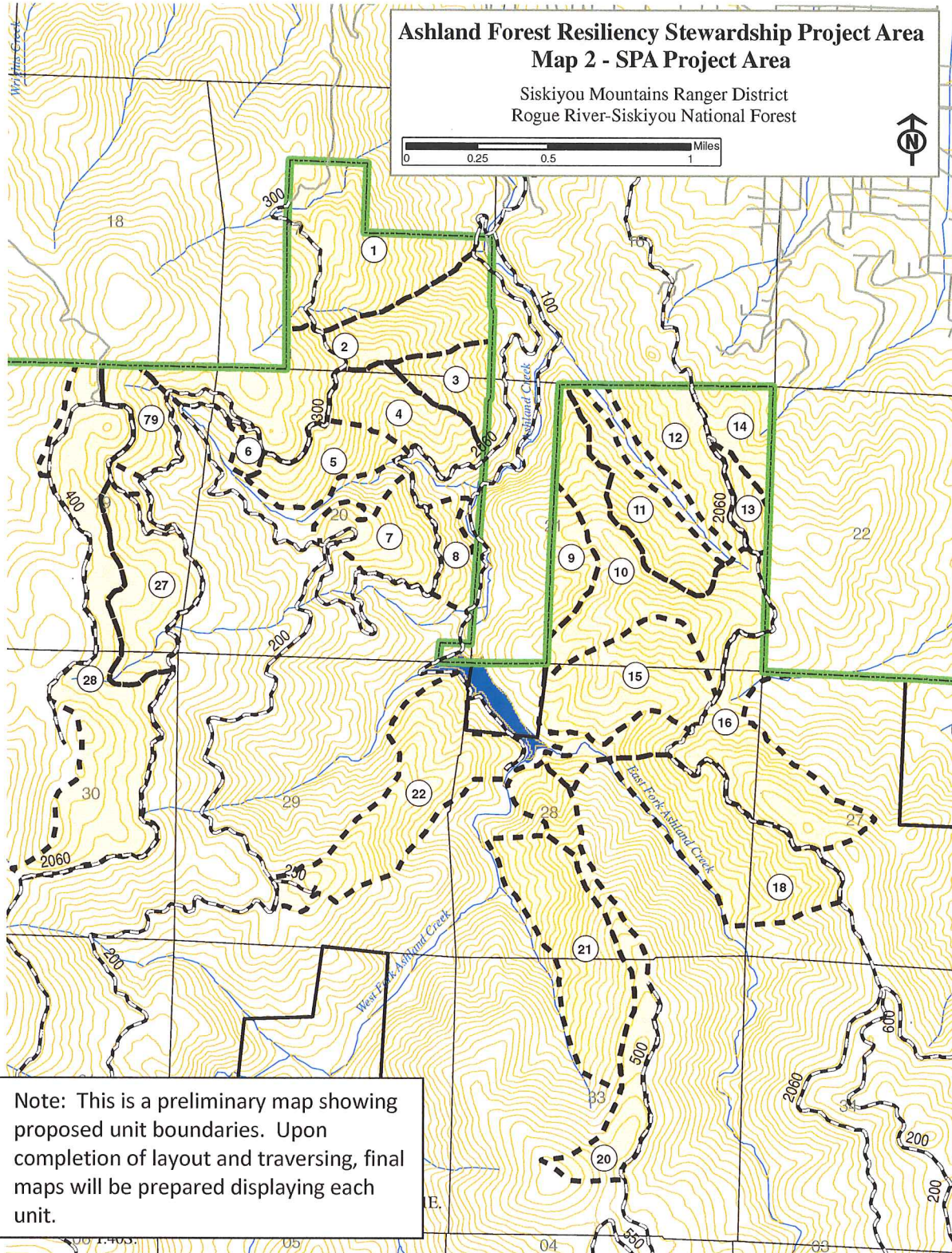


















USDA Forest Service

FS Recovery Act Agreement No. 10-SA-11060489-077

CFDA Number: 10.688 (Wildland Fire Mgmt.)

Treasury Symbol: 12-1118 (WFM)

Awarding Agency Code: 12C2

## **APPENDIX D**

### **FINANCIAL PLAN**



Agreement Financial Plan

PROJECT NAME: Ashland Forest Resiliency Stewardship Project

USFS AGREEMENT NO: 10-SA-11060489-077

Mod No: 00

PARTNER AGREEMENT NO:

1. Financial Plan Matrix:

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS				PARTNER CONTRIBUTIONS				(n) Total			
	(a) Non-Cash	(b) Obligation to Pay Partner Costs (1) Cash	(c) Appraised Value of Forest Product Non-Cash	(d) Services Exchanged for Product Value (2)	(e) Non-Cash	(f) In-Kind	(g) Cash	(h) THIRD PARTY				
								Cash		(l) Non-Fed	(m) Federal	
								Non-Fed				Federal
Salaries/Labor	\$355,545.00	\$1,011,753.00 *(4)			\$296,624.00			\$100,000.00		\$1,923,322.00		
Travel		\$8,800.00 *(4)			\$1,500.00					\$10,300.00		
Equipment										\$0.00		
Supplies	\$12,000.00	\$41,000.00 *(4)								\$53,000.00		
Materials										\$0.00		
Printing										\$0.00		
Density Management		\$752,965.00 *(4)		\$641,745.00						\$752,965.00		
Surface Fuels		\$832,320.00 *(4)								\$832,320.00		
Underburning		\$378,000.00 *(4)								\$378,000.00		
Activity Fuels		\$30,480.00 *(4)								\$30,480.00		
Pruning		\$98,078.00 *(4)								\$98,078.00		
Marking		\$76,518.00 *(4)								\$76,518.00		
Roadside Surface Fuels		\$43,200.00 *(4)								\$43,200.00		
Prescription Writing		\$72,306.00 *(4)								\$72,306.00		
Hand Pile Burning		\$226,500.00 *(4)								\$226,500.00		
Product Value			\$641,745.00							\$641,745.00		
Required Deposits *(6)										\$21,810.00		
Subtotal	\$367,545.00	\$3,571,920.00	\$641,745.00	\$641,745.00	\$298,124.00	\$0.00	\$21,810.00	\$100,000.00	\$0.00	\$5,161,144.00		
Indirect Costs	\$28,301.00	\$560,535.00 *(4)			\$63,731.00					\$652,567.00		
Total	\$395,846.00	\$4,132,455.00	\$641,745.00	\$641,745.00	\$361,855.00	\$0.00	\$21,810.00	\$100,000.00	\$0.00	\$5,813,711.00		

Total Partner & Third Party Contribution less Exchanged Services (Col D):

Total Forest Service Contributions: \$5,170,046.00

\$643,665.00

Matching Costs Determination	
Total Forest Service Share = (a+b+c)/(n) = (p)	88.93%
Third Party Contribution-- Federal = ((k+m)/(n)) = (q)	0.00%
Total Federal Share = (p+q) = (r)	88.93%
Total Partner Share ((e+h+g+h+h+i) / (n) = (s)	11.07%
Total (r+s) = (t)	100.00%

Reimbursement Calculation	
Forest Service reimbursement percent (as % of expenses directly incurred by the Partner-- i.e., Partner's non-cash and cash contributions only-- that are subject to Forest Service reimbursement)	
(b)/[(b+e+g)] = (u)	91.50%
Reimbursable Amount = Total actual cost incurred to date (sum of cost elements from the Partner's invoice as prescribed in agreement provisions) (u) minus any previous Forest Service payments, not to exceed the subtotal amount listed in column (c).	
	91.50%



Agreement Final

PROJECT NAME: Ashland Forest Resiliency Stewardship Project

USFS AGREEMENT NO: 10-SA-11060489-077

PARTNER AGREEMENT NO:

Mod No: 100

2. Cost Analysis:

Use the following section to show additional information that supports the lump sum figures provided above. The following Cost Analysis boxes: (a)-(m), should provide a cost analysis of the corresponding matrix columns, (a)-(m), above, e.g. matrix column (a) FS Non-Cash Contribution should be analyzed under block (a), below, and matrix column (b) Obligation to Pay Partner Costs should be analyzed under block (b), below, etc. Furthermore, each cost analysis box, below, should have clear labels indicating which cost element, above, that is being analyzed, e.g. Salary/Labor = hrs or days x rate, Travel = miles x rate or months x FOR rate, days x per diem rate; Equipment Use = hrs or days x rate; Supplies & Materials--list of items and estimated cost; Printing = estimated cost per item; Indirect Cost = Direct cost x current indirect rate.

If necessary, add additional sheets for cost analysis. To compress any unwanted portion(s) of this section, highlight the section to be hidden, then select "Format", "Row", and "Hide" from the toolbar.

See attached sheet FP-1 for detail.

Column (a) FS Non-Cash Contribution

Stewardship items (service work) to be paid for with federal dollars (appropriated, trust funds, permanent funds as allowed). See Tab D - Financial Plan Crosswalk for cost of stewardship projects, by unit prices, to be paid for with federal funds; also reflected on Appendix E - Schedule of Items and Specifications. Policy excludes Partner's project development costs from being compensated with federal funds. Also see attached sheet FP-3 for salary, supplies, travel, and indirect cost detail.

Column (b) FS Obligation to Reimburse Partner

Appraised value of product estimated using residual value appraisal (see attached sheet FP-2). Full amount of estimated product value to be exchanged for stewardship items (service work) - \$641,745. See Tab D- Financial Plan Crosswalk for cost of stewardship projects to be exchanged for product value. See Appendix F Timber Removal Specifications for breakdown of volume and harvest (payment) units and rates. Upon completion of silvicultural prescriptions and timber designation, a certified cruise will be completed by the FS and a full appraisal will be completed to determine the actual value of products to be used in exchange for work.

Column (c) Value of Forest Products to Reimburse Partner

Cost of service work performed to offset product value (goods for services). See Tab D - Financial Plan Crosswalk for costs of stewardship project, by unit price, to be paid for with product value; also reflected on Appendix E - Schedule of Items and Specifications. All costs are prorated and reflected in work item unit prices. Residual timber product value of \$641,745 will be used to accomplish approximately 213 acres (@ \$3,009/acre) of density management treatments. City of Ashland will contract for helicopter services to removal commercial product.

Column (d) Services for exchange

See attached sheet FP-3 for detail.

Column (e) Partner Non-Cash Contribution

See attached sheet FP-3 for detail.

Column (f) Partner In-Kind Contribution

Estimated required deposit for road maintenance of \$21,810. Agreement stipulates the deposit is to be made prior to product removal. Final deposit amount to be determined following appraisal of timber product value (see discussion for Column (c) above).

Column (g) Partner Cash Contribution





Agreement Financial Plan

PROJECT NAME: Ashland Forest Resiliency Stewardship Project

USFS AGREEMENT NO: 10-SA-11060489-077

PARTNER AGREEMENT NO:

Mod No: 00

\$150,000 reflects a commitment by each of the Partners to raise \$50,000 apiece through non-federal funds over the life of the project. An additional \$10,000 is expected through a voluntary City of Ashland donation on monthly customer water bills.

Column (h)

Partner 3rd Party Cash-Non Fed.

Column (i)

Partner 3rd Party Cash-Fed.

Column (j)

Partner 3rd Party Non-Cash Non-Fed.

Column (k)

Partner 3rd Party Non-Cash Fed.

Column (l)

Partner 3rd Party In-Kind Non-Fed.

Column (m)

Partner 3rd Party In-Kind Fed.

Projected match from local and regional partners, over the life of the project, participating in a variety of aspects of the AFR projects. Potential partners are: Klamath Siskiyou Wildlands Center, The Job Council, Small Diameter Collaborative, Southern Oregon University, Alliance of Forest Workers and Harvesters, Oregon State University, Bear Creek Watershed Council, North Mountain Park, Mountain Bikers Association, Fire Learning Network, and Community Volunteers. This work would include participation in monitoring activities, community engagement, and volunteer assistance during operations.













## Attachment FP-2

### Residual Value Appraisal

2/21/2010

Estimated vol/acre            3.80 MBF/ac                    7.31 CCF/ac  
 Acres                                702                                702  
 Total Volume                    2,668 MBF                    5,130 CCF

	MBF	CCF	Tons	lbs/cu ft	Pond Value		
					MBF	CCF	Tons
DF	1,974	3,796	10,639	59	\$400	\$208	\$74
PP	373	718	2,217	65	\$285	\$148	\$48
WF&O	320	616	1,754	60	\$300	\$156	\$55
Total	2,668	5,130	14,611				
				Weighted Average	\$372	\$193	\$68

	MBF	CCF	Ton
Avg Pond Value	\$ 371.90	\$ 193.39	\$ 67.90
Stump to Truck	\$ 630.76	\$ 328.00	\$ 115.16
Haul	\$ 94.14	\$ 48.95	\$ 17.19
BD Collection	\$ -	\$ -	\$ -
BD Coop	\$ -	\$ -	\$ -
Erosion Control	\$ -	\$ -	\$ -
Timber Property		\$ -	\$ -
Rd Maint Collection	\$ 10.00	\$ 5.20	\$ 1.83
Rd Maint Coop	\$ -	\$ -	\$ -
Road Const	\$ -	\$ -	\$ -
Temp Roads	\$ -	\$ -	\$ -
Profit & Risk	\$ 110.24	\$ 57.32	\$ 20.13
Weighted Avg Value	\$ (473.24)	\$ (246.08)	\$ (86.40)
Advertised Rate	\$ (425.91)	\$ (221.47)	\$ (77.76)

Base Rate (10%)            \$ 37.19            \$ 19.34            \$ 6.79

"Appraised" rate            \$ 240.57            \$ 125.10            \$ 43.92

"Appraised" value            \$ 641,744.53

Volume per acre estimate based on cruise data from Ashland Watershed Protection Project (AWPP)  
 Cruise was completed in 1998 and adjusted to reflect the change in prescription that AFR will implement.

Conversion factor from CCF to ton is 2.998

"Appraised" rate based on pond value minus haul cost and base rate





Attachment FP-3

Detail for Column (b): Partner Costs and Column (e): Partner Contributions Non-cash

	FY2010 March 1 - Sept 30 (152 work days)				FY2011 Oct 1 2010-Sept 30 2011 (161 work days)				FY2012 Oct 1 2011-June 30 2012 (180 work days)				Column (b)		Column (e)		
	Daily Rate	Days	Total	ARRA Cost	Match	Daily Rate	Days	Total	ARRA Cost	Match	Daily Rate	Days	Total	ARRA Cost	Match	ARRA Cost	Match
<b>The Nature Conservancy</b>																	
Project Ecologist Giorgias	\$510	125	\$38,750	\$38,750	\$0	\$317	133	\$61,181	\$61,181	\$0	\$325	135	\$43,875	\$43,875	\$0	\$143,806	
Project Director Stern	\$392	25	\$9,800	\$2,800	\$7,000	\$401	25	\$10,025	\$2,506	\$7,519	\$411	18	\$7,398	\$1,850	\$5,549	\$7,156	\$20,067
Forest Rest. Dir. Vosick	\$364	4	\$1,820	\$0	\$1,820	\$373	5	\$1,865	\$0	\$1,865	\$383	4	\$1,532	\$0	\$1,532	\$0	\$5,217
Fire Ecologist Wertz	\$273	4	\$1,092	\$1,092	\$0	\$280	4	\$1,120	\$0	\$1,120	\$287	4	\$1,148	\$0	\$1,148	\$1,092	\$2,268
Field Ecology Perchemilides	\$182	55	\$10,010	\$10,010	\$0	\$187	25	\$4,675	\$4,675	\$0	\$191	10	\$1,910	\$1,910	\$0	\$16,595	\$0
Field assistant new hire	\$112	110	\$12,320	\$12,320	\$0	\$115	140	\$16,100	\$16,100	\$0	\$118	120	\$14,160	\$14,160	\$0	\$42,580	\$0
Biometrics Rudd	\$282	15	\$4,230	\$4,230	\$0	\$290	10	\$2,900	\$2,900	\$0	\$297	10	\$2,970	\$2,970	\$0	\$10,100	\$0
Database Analysis Consult			\$30,000	\$30,000	\$0			\$30,000	\$30,000	\$0			\$30,000	\$30,000	\$0	\$90,000	\$0
Project Assitant new hire	\$112	35.5	\$3,976	\$3,976	\$0	\$115	60	\$6,900	\$6,900	\$0	\$118	45	\$5,310	\$5,310	\$0	\$16,186	\$0
Grant Writer Cynthia	\$346	8	\$2,768	\$1,000	\$1,768	\$355	8	\$2,840	\$0	\$2,840	\$364	2	\$728	\$0	\$728	\$1,000	\$5,336
Communications Anderson	\$410	8	\$3,280	\$2,050	\$1,230	\$420	6	\$2,520	\$0	\$2,520	\$430	6	\$2,580	\$0	\$2,580	\$2,050	\$6,330
Communications Jenn	\$228	5	\$1,140	\$1,140	\$0	\$233	5	\$1,165	\$1,165	\$0	\$239	5	\$1,195	\$1,195	\$0	\$3,500	\$0
Subtotal Salary			\$119,186	\$107,368	\$11,818			\$141,291	\$125,427	\$15,864			\$112,806	\$101,270	\$11,537	\$354,065	\$39,218
Supplies			\$4,000	\$4,000	\$0			\$500	\$500	\$0			\$500	\$500	\$0	\$5,000	\$0
Travel			\$3,500	\$2,500	\$1,000			\$1,000	\$500	\$500			\$500	\$500	\$0	\$3,500	\$1,500
SUBTOTAL			\$126,686	\$113,868	\$12,818			\$142,791	\$126,427	\$16,364			\$113,806	\$102,270	\$11,537	\$342,565	\$40,718
overhead 23.13%			\$29,302	\$26,338	\$2,965			\$33,028	\$29,243	\$3,785			\$26,323	\$23,655	\$2,668	\$79,235	\$9,418
<b>Total</b>			<b>\$155,988</b>	<b>\$140,206</b>	<b>\$15,783</b>			<b>\$175,819</b>	<b>\$155,670</b>	<b>\$20,149</b>			<b>\$140,129</b>	<b>\$125,924</b>	<b>\$14,205</b>	<b>\$421,800</b>	<b>\$50,136</b>
<b>City of Ashland</b>																	
April 1, 2010 - June 30, 2010																	
Chambers	\$354	60	\$21,240	\$21,240	\$0	\$354	228	\$80,712	\$2,850	\$77,862	\$354	190	\$67,260	\$27,375	\$39,885	\$81,465	\$87,747
Small Woodlands Services Forester	\$410	47	\$19,270	\$19,270	\$0	\$410	136	\$55,760	\$34,134	\$21,626	\$410	134	\$54,940	\$35,203	\$19,737	\$88,607	\$41,363
Fire Chief - Karns	\$545	13	\$7,085	\$0	\$7,085	\$545	46	\$25,070	\$0	\$25,070	\$545	41	\$22,345	\$0	\$22,345	\$0	\$54,500
Project Assistant	\$218	30	\$6,540	\$6,540	\$0	\$218	119	\$25,942	\$25,942	\$0	\$218	119	\$25,942	\$25,942	\$0	\$58,424	\$0
Rx Burn Consult	\$500	3	\$1,500	\$1,500	\$0	\$500	18	\$9,000	\$9,000	\$0	\$500	18	\$9,000	\$9,000	\$0	\$19,500	\$0
Website Re-design consult	\$2,000		\$2,000	\$2,000	\$0			\$1,500	\$1,500	\$0			\$1,500	\$1,500	\$0	\$5,000	\$0
Subtotal Salary			\$57,635	\$50,550	\$7,085			\$197,984	\$103,426	\$94,558			\$180,987	\$99,020	\$81,967	\$252,996	\$195,577
Supplies			\$6,600	\$6,600	\$0			\$17,700	\$17,700	\$0			\$4,200	\$4,200	\$0	\$28,500	\$0
Travel			\$1,300	\$1,300	\$0			\$2,000	\$2,000	\$0			\$2,000	\$2,000	\$0	\$5,300	\$0
SUBTOTAL			\$65,535	\$58,450	\$7,085			\$217,684	\$123,126	\$94,558			\$187,187	\$105,220	\$81,967	\$286,796	\$195,577
overhead 16%			\$10,486	\$9,352	\$1,134			\$94,829	\$19,700	\$15,129			\$29,950	\$16,835	\$13,115	\$45,887	\$29,569
<b>Total</b>			<b>\$76,021</b>	<b>\$67,802</b>	<b>\$8,219</b>			<b>\$312,513</b>	<b>\$142,826</b>	<b>\$109,688</b>			<b>\$217,137</b>	<b>\$122,055</b>	<b>\$95,082</b>	<b>\$332,683</b>	<b>\$212,988</b>
<b>Lomakatsi Restoration Project</b>																	
FY2010 March 1 - Sept 30 (152 work days)																	
Project Manager	\$354	228	\$80,730	\$80,730	\$15,000	\$354	392	\$138,799	\$138,799	\$0	\$354		\$0	\$0	\$0	\$219,530	\$15,000
Operations Manager	\$249	114	\$28,436	\$28,436	\$15,000	\$249	196	\$48,890	\$48,890	\$0	\$0		\$0	\$0	\$0	\$77,326	\$15,000
Workforce training mgr	\$264	76	\$20,076	\$20,076	\$0	\$264	130	\$34,341	\$34,341	\$0	\$0		\$0	\$0	\$0	\$54,417	\$0
Workforce training inst	\$194	76	\$14,762	\$14,762	\$0	\$194	130	\$25,251	\$25,251	\$0	\$0		\$0	\$0	\$0	\$40,013	\$0
Outreach coordinator	\$162	76	\$12,282	\$12,282	\$5,000	\$162	130	\$21,008	\$21,008	\$0	\$0		\$0	\$0	\$0	\$33,290	\$5,000
Subtotal Salary			\$156,286	\$156,286	\$35,000			\$268,290	\$268,290	\$0			\$0	\$0	\$0	\$424,576	\$35,000
Supplies			\$7,500	\$7,500	\$0					\$0					\$0	\$7,500	\$0
Travel			\$163,786	\$163,786	\$63,731			\$268,290	\$268,290	\$0			\$0	\$0	\$0	\$0	\$0
SUBTOTAL			\$163,786	\$163,786	\$63,731			\$268,290	\$268,290	\$0			\$0	\$0	\$0	\$432,076	\$35,000
overhead 10%			\$16,379	\$16,379	\$0			\$26,829	\$26,829	\$0			\$0	\$0	\$0	\$43,208	\$63,731
<b>Total</b>			<b>\$180,165</b>	<b>\$180,165</b>	<b>\$63,731</b>			<b>\$295,119</b>	<b>\$295,119</b>	<b>\$0</b>			<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$475,284</b>	<b>\$98,731</b>
<b>Summary</b>																	
Salary			\$333,107	\$314,204	\$18,903			\$607,565	\$497,143	\$110,422			\$293,793	\$200,289	\$93,504	\$1,011,753	\$296,624
Supplies			\$18,100	\$18,100	\$0			\$18,200	\$18,200	\$0			\$4,700	\$4,700	\$0	\$41,000	\$0
Travel			\$4,800	\$3,800	\$1,000			\$3,000	\$2,500	\$500			\$2,500	\$2,500	\$0	\$8,800	\$1,500
SUBTOTAL			\$356,007	\$336,104	\$19,903			\$628,765	\$517,843	\$110,922			\$300,993	\$207,489	\$95,004	\$1,061,553	\$298,124
overhead			\$56,167	\$52,068	\$4,098			\$94,686	\$75,772	\$18,914			\$56,273	\$40,490	\$15,783	\$560,528	\$63,731

Note: Lomakatsi matching dollars in FY10 include work completed since December 10, 2009 when first informed of partnership and expected contributed dollars. Indirect costs counted toward match include defrayed overhead of 5% against direct costs for Lomakatsi.





Attachment FP-4

Item	Description	Unit Cost	Explanation of Costs
1	Density Management	\$1,987	This item primarily involves the commercial removal of product using a helicopter. An cost analysis was performed to estimate the the unit cost. LOGCOST Version 10.0 (9/9/2009) was used. Total cost of cutting and hauling the material to the landing was estimated to be \$640.76/MBF. The total cost was divided by the number of acres (702) to arrive at a unit rate of \$1,987 per acre.
2	Surface Fuels	\$960	Costs for this item cover slashing and piling slash by hand, including covering of piles. Based on recent Forest Service and BLM contracting, slashing ranges from \$340 to \$625 per acre, depending on the complexity of the stand. Hand piling and covering piles ranges from \$270 to \$500 per acre depending on amount of piling. This results in a range of \$610 to \$1,125 per acre. Consultation with local contractors with regard to conditions in this project area resulted in an estimated cost of \$960 per acre.
3	Underburning	\$400	This item covers burning operations, including mop-up. Based on recent Forest Service and BLM contracting, underburning costs range from \$200 to \$380 per acre, depending on the burn complexity rating. Due to the proximity to the City of Ashland and the Ashland Watershed, extra factors such as concerns for recreationists, smoke management, highly visible operations, increased public scrutiny would need to be considered. Consultation with District fire staff and review of past burning operations in the Watershed resulted in an estimated cost of \$400 per acre.
4	Activity Fuels	\$240	Costs for this item include slashing and piling slash by hand, created as a result of density management (helicopter) operations, including covering of piles. Comparable local contracts issued by the Forest Service and BLM ranges from \$230 to \$340 per acre. The cost of this activity (\$240 per acre) was based on a reduction of contracting costs shown under item #2. The reduction in cost is due to a lighter slash loading and fewer piles to build and cover. District fuels staff were consulted for this estimate. This item is typically included as a cost in commercial removal operations but was separated in this project to take advantage of crews already working in the vicinity.
5	Pruning	\$100	This item includes the cutting of live and dead limbs from live trees 15-20 feet from the ground. Based on recent Forest Service and BLM contracting, pruning ranges from \$80 to \$180 per acre, depending on the number of trees per acre. Consultation with local contractors with regard to the number of trees that would require pruning resulted in an estimated cost of \$100 per acre.
6	Marking	\$109	The cost for this item includes designation and painting of trees. Cost for this item was based on an estimate of Forest Service production rates and costs. Assumes 5 person crew where an average of 5 to 15 acres is accomplished per day. Due to the technical review process that will be employed on this project, cost was inflated to account for re-work. It is assumed that production will increase as the project progresses. Crew cost is estimated at \$150 per day per person plus silviculturist time.
7	Roadside Surface Fuels	\$960	See item #2. Cost for this item is the same as the surface fuel treatment described in item #2.
8	Hand Pile Burning	\$218	Costs for this item burning and mop-up of hand piles. Based on recent Forest Service and BLM contracting, slashing ranges from \$30 to \$150 per acre, depending on the burn complexity rating and the number of piles per acre. Consultation with local contractors with regard to conditions in this project area resulted in an estimated cost of \$218 per acre. Due to the proximity to the City of Ashland and the Ashland Watershed, extra factors such as concerns for recreationists, smoke management, highly visible operations, increased public scrutiny would need to be considered. Consultation with District fire staff and review of past burning operations in the Watershed resulted in an inflated per acre cost.
9	Prescription Writing	\$103	The cost for this item was based on actual estimated costs for the City of Ashland to provide a silviculturist and field staff to prepare written prescriptions and marking guidance for the density management treatment areas. Estimated cost of \$410 per day * 3 personnel * 184 days. Includes field reconnaissance, stand diagnosis, treatment options, consultation with Forest Service resource specialists, development of marking guidelines, marking crew oversight, and technical review of completed marking.





APPENDIX E
SCHEDULE OF ITEMS
AND
SPECIFICATIONS

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

SCHEDULE OF ITEMS:

Table with 6 columns: Item Number, Description, Unit of Measure, Quantity, Unit Price \$, Total \$. Rows include Density Management, Surface Fuels, Underburn, Activity Fuels, Pruning, Marking, Roadside Surface Fuels, Prescription Writing, and Hand Pile Burning.

The acres of treatment listed in the Schedule of Items is an estimate based on a preliminary unit design.

The following table was used to estimate the acres to be treated for each of the items listed in the Schedule of Items. The unit numbers relate to the units shown on Map 2 in Appendix C of this SPA. As layout and traversing is completed, these acres will be revised.

Estimated Acres of Treatment by Unit

Table with 10 columns (UNIT, 1.0 Density Management, 2.0 Surface Fuels, 3.0 Underburn, 4.0 Activity Fuels, 5.0 Pruning, 6.0 Marking, 7.0 Roadside Surface Fuels, 8.0 Prescription Writing, 9.0 Hand Pile Burning) and 10 rows of data.



UNIT	1.0 Density Management	2.0 Surface Fuels	3.0 Underburn	4.0 Activity Fuels	5.0 Pruning	6.0 Marking	7.0 Roadside Surface Fuels	8.0 Prescription Writing	9.0 Hand Pile Burning
11	30	20	50			30		30	20
12			75						
13			20						
14	15	44		15		15		15	59
15	50		110			50		50	
16	40	73	40		154	40		40	73
18	60	45	100			60		60	45
20		90			104				90
21	70	30	100			70		70	30
22	50	75		50	147	50		50	125
27	40	40	60			40		40	40
28	70	100	50	20	235	70		70	120
79		35			0				35
<b>Total</b>	<b>702</b>	<b>867</b>	<b>945</b>	<b>127</b>	<b>981</b>	<b>702</b>	<b>45</b>	<b>702</b>	<b>1039<sup>1</sup></b>

<sup>1</sup>Total acres for Item 9.0 includes the 45 acres of Roadside Surface Fuels

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

**Specifications applicable to all items:**

**Access to Project Areas:**

Access to individual project areas may be through locked gates. Access behind locked gates shall be for the purpose of conducting work under this contract only. Locked gates shall remain locked at all times other than when the Partners or their Contractors are passing through them unless other arrangements are approved by the Forest Service Representative.

Gate keys will be issued to the Partners, and returned to the Forest Service in a usable condition before final payment is made. The Partners will be charged \$30.00 for each key lost or returned in an unusable condition.

When two or more locks are present on a gate, Partners or their Contractors shall secure the lock so that access is not restricted nor prevent the unlocking of other locks on the gate.



## Inspections

The Partners shall provide and maintain an inspection system acceptable to the Forest Service covering the services under this Agreement. Complete records of all inspection work performed by the Partners shall be maintained and made available to the Forest Service during the performance of this SPA.

The Forest Service shall perform inspections in a manner that will not unduly delay the work.

Acceptance will be determined by a 100% visual inspection of the areas requiring treatment and will be based on adherence to the requirements stated in the Specifications. If any of the services do not conform with the requirements of the SPA, the Forest Service may require the Partners to perform the services again in conformity with SPA requirements, at no increase in costs identified in this SPA.

## Watershed Protection

Approved chemical toilets are required within the Project Area. Actual number and location of portable chemical toilets will be agreed upon by the Forest Service and Partners.

## Item 1.0 - Density Management

Density management involves the selective cutting of trees within a stand to allow for growth in the crowns and root systems of the remaining trees. Methods are designed to treat stands in a way that mimics past or other desired conditions that improve forest health and reduce fire hazards. To achieve the desired density, cutting or removal would begin with the smallest diameter trees and move up in size class until the approved prescription objectives are met. All diameter and age classes are available for treatment based on unit objectives. Refer to the Project Design Criteria and Mitigation Measures in Chapter II and Appendix D of the Final EIS for additional detail regarding implementation of the treatments.

### Desired Conditions

The Ashland Forest Resiliency Stewardship Project is designed to promote restoration of long-term ecosystem function while simultaneously reducing short-term, immediate threats to important Values At Risk. The following strategies will be used, where ecologically appropriate, to meet these goals:

- Treat primarily small-diameter hazardous fuels;
- Variable density management (thinning from below) to create more open stand conditions; and
- Treatment prescriptions based on Plant Association Groups, plant associations, and site-specific conditions, such as aspect, slope, soils, geologic hazard, active nest sites for northern spotted owl, etc.



Additionally, this project will address the following objectives:

- Restore integrity and resilience of terrestrial and aquatic ecosystems by promoting functional ecosystem processes that contribute to forest stand densities, structures, and species compositions that are sustainable over the long-term. This approach recognizes that a range of seral conditions is appropriate at any one time in the Project Area and that the potential for development and long-term expression of late seral conditions varies across the landscape.
- Design treatment strategies that support ecological processes that foster the structural, compositional, and functional diversity at all spatial scales inherent in this portion of the eastern Siskiyou Mountains.
- Retain late seral condition forests where the site potential is high for sustaining them over the long term. In early and mid seral stands, actively manage where necessary to restore ecological processes that would lead to the development of late seral conditions in a shifting pattern across the landscape, consistent with a natural fire regime.
- Manage to maintain and restore habitat connectivity for late-successional species in those sites that best support this kind of habitat.
- Restore stands of open canopied pine and Douglas-fir with abundant legacy trees (including hardwoods and other species) where the site potential is high for sustaining such systems over the long term.
- Manage the Analysis Area to protect the municipal watershed including protection and restoration of aquatic and riparian conditions, to support and allow for continued production of high quality drinking water for the City of Ashland.
- Reduce the potential for large-scale high-severity disturbance events, particularly wildland fire events.

### **Specifications for Density Management**

Stand level reconnaissance will be utilized to develop site-specific prescriptions prior to the implementation phase. Individual site differences may suggest slight prescription changes to more accurately reflect the inherent heterogeneity of site conditions within and among the treatment units/areas arrayed across the Project Area.

This item will include the felling and removal of commercial product (in the context of this agreement this is generally defined as trees greater than 10 inches diameter at breast height) utilizing a helicopter removal system. Refer to Appendix F, Timber Removal Specifications, and Appendix G, Guidelines For Operations, for specifications regarding product removal.

The current value for products displayed in Appendix F is based on an estimate. Following completion of Items 6.0 and 8.0, units will be traversed to determine the area treated, cruised to determine the volume of product to be removed, and a formal appraisal will be completed by the Forest Service. The traverse, cruise, and appraisal will be to the standards established for the Pacific Northwest Region (6). Amendment to this agreement will be made prior to implementation.





Site specific prescriptions (see Item 8.0) will be developed for the treatment areas in this item. Following approval of the prescriptions, designation (marking) will take place (see Item 6.0). These items and a modification to reflect the appraisal must be complete before this item may begin implementation.

## **Item 2.0 – Surface Fuels**

Surface fuels include removal or rearrangement of dead and down wood on the forest floor and understory vegetation (generally shrubs and small trees). Removal of ladder fuels is included in this category. The objective of this treatment is to reduce the intensity of surface fires and minimize the potential for a crown fire to be initiated.

### **Desired Conditions**

The Ashland Forest Resiliency Stewardship Project is designed to promote restoration of long-term ecosystem function while simultaneously reducing short-term, immediate threats to important Values At Risk. The purpose of this item is to treat existing surface fuels and to reduce the density of understory seedlings, saplings and poles that act as ladder fuels.

### **Specifications for Surface Fuel Treatments**

Site specific prescriptions will be developed by the Partners for the treatment areas in this item (note that the prescriptions developed for this item are not the same as those developed under Item 8.0). Refer to the Project Design Criteria and Mitigation Measures in Chapter II and Appendix D of the Final EIS for additional detail regarding implementation of the treatments.

Stand level reconnaissance will be utilized to develop site-specific prescriptions during the implementation phase. Individual site differences may suggest slight prescription changes to more accurately reflect the inherent heterogeneity of site conditions within and among the treatment units/areas arrayed across the Project Area.

2.0 Piling of cut material associated with this item will be according the specifications listed in Item 4.0, Activity Fuels, with the following exception:

#### 2.1. Material to be Piled

- 2.1.1. Felled trees shall be limbed and bucked at five (5) inches in diameter, limbed boles greater than five (5) inches need not be handpiled. All activity created slash which falls within the size specifications shall be piled. Activity created slash is defined as all slash, cut brush, and pruned limbs, produced during Partners operation or slash produced in other ways by other means while unit is in Partners "care".



### **Item 3.0 - Underburning**

Prescribed burning involves the controlled application of fire to understory vegetation and coarse woody material. This would occur when fuel moisture, soil moisture, and weather and atmospheric conditions allow for the fire to be confined to a predetermined area and intensity to achieve the planned resource objectives. This item includes implementing prescribed burning following guidance from an approved Prescribed Fire Plan (Burn Plan), prepared by the Forest Service, including mop-up.

#### **Smoke Management Clearance for Burning and/or Mop-up**

The Forest Service will provide smoke management clearance according to agency policy and procedures in accordance with the Oregon Smoke Management Plan. Clearance is dependent upon weather conditions. Weather conditions and number of units receiving burn clearance vary from season to season. The Forest Service may not provide clearance for all units requested due to these reasons. Government agencies in southwestern Oregon support the effort to reduce problems in smoke sensitive areas, and agencies will not authorize prescribed burning when local conditions will not allow adequate smoke dispersion. The Forest Service Representative, in coordination with the District Fire Management Officer, will determine when local conditions will prohibit burning.

All local cooperators and Partners (and their sub-contractors) working on federal agency prescribed fires must meet the standards in the Wildland Fire Qualifications Subsystem Guide published by the National Wildfire Coordinating Group, Publication Numbers PMS 310-1 and NFES 1414. Available under "Qualifications" at the following website: <http://www.nwccg.gov/teams/pmswt/pms.htm>

The Forest Service will determine which units are ignited on any day(s).

#### **Specifications for Underburning and Mop-up Operations**

- 3.1. Burning operations will be under the overall direction of a Burn Boss provided by the Forest Service in accordance with an approved Prescribed Fire Plan. Partners will also provide a qualified Burn Boss who will provide direction to Partner's operations
- 3.2. The burning season for interior southwest Oregon may occur at anytime from the middle of October through late May. Major control problems can occur during a period of frontal passage and strong east wind conditions. Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any fire spread or escaped fires outside unit boundaries.
- 3.3. During ignition operations, the Partner's crew supervisor(s) shall maintain contact with the Forest Service Burn Boss through mutually agreed upon communications system at all times.
- 3.4. Conduct holding operations in accordance with the Prescribed Fire Plan. Relocation of personnel and equipment may be required as ignition and burnout progresses.



- 3.5 Extinguish any fire outside the unit boundary, and promptly report this to the Burn Boss or Forest Service Representative at the site. A fireline shall be constructed completely around any fire, slopover, or spot fire outside the primary unit boundaries. The minimum shall be a fireline scraped to mineral soil 18 inches in width with all overhanging combustible material cleared for three feet on either side and six feet overhead.
- 3.5. Complete mop-up and patrol of unit(s), under direction of the Burn Boss, to meet the mop-up objectives of (1) the prevention of fire escape outside the primary unit boundaries, and (2) prevention of re-burn within unit boundaries.
- 3.6. Complete mop-up and patrol will occur until released from such services by the Forest Service Representative, with coordination with the Burn Boss.
- 3.7 In accordance with U.S. Fish and Wildlife Service Biological Opinion #13420-2008-F-0100, the following restrictions shall apply: burning will not take place within ¼ mile radius of a northern spotted owl nest site or activity center from March 1 through June 30 or until two weeks after the fledging period.

#### **Item 4.0 - Activity Fuels**

In all areas where surface fuels are not otherwise treated, activity created fuels (primarily within density management treatment areas) will be treated with a combination of hand piling, swamper burning, or other method that treats the fuel loading. The target condition is generally less than 3-5 tons/acre of surface fuels following treatment.

#### **Specifications for Slash Hand Piling**

##### 4.1. Material to be Piled

- 4.1.1. Felled trees shall be limbed and bucked at six (6) inches in diameter, limbed boles greater than six (6) inches need not be handpiled. All activity created slash which falls within the size specifications shall be piled. Activity created slash is defined as all slash, cut brush, and pruned limbs, produced during Partners operation or slash produced in other ways by other means while unit is in Partners "care".
- 4.1.2. Material which does not fall within the size limits specified above may be left unpiled; however, attached limbs or tops which fall within the diameter and length limits shall be cut from the greater diameter material and piled.
- 4.1.3. All slash, including material from snags, that meet the piling requirements, and vegetation that is required to be piled under this contract, that originates in, and falls or rolls outside of unit boundaries, shall be pulled back into the unit and piled and covered.



#### 4.2. Pile Construction

- 4.2.1. Piles shall be constructed compactly by aligning individual pieces in the same direction and placing the heavier slash on top. Piles shall have a stable base to prevent toppling. The long axis of individual pieces shall be oriented up- and down- slope. Protruding pieces shall be trimmed to allow covering in a manner that permits the piles to shed water.
- 4.2.2. All piles shall be as compact as possible and free of non-combustible material. Height shall be no less than five (5) feet and no greater than six (6) feet. Width shall not exceed seven (7) feet.
- 4.2.3. Material in excess of eight (8) feet in length must be bucked to eight (8) feet or less before piling. All material shall be contained within the general contour of the pile. Material extending over one (1) foot beyond the pile shall be bucked off and placed in the pile.

#### 4.3. Pile Location

- 4.3.1. Unless specifically approved by the Forest Service Representative, piles shall be located so that later burning will not damage standing green trees, reproduction and seedlings.
- 4.3.2. Piles shall not be located on road surfaces, in ditches and channel bottoms, on downed logs or stumps cut banks, or areas that may cause a culvert to be blocked..
- 4.3.3. Piles shall not be located closer than twenty five (25) feet of the external boundary of treatment areas or to other no treatment areas.

#### 4.4. Pile Covering

- 4.4.1. Partner supplied plastic (4 mil thick, 10 feet wide), shall be placed on all piles so that the pile will be at least 80 percent covered. Plastic will not exceed 100 square feet in size (10 feet by 10 feet). Paper may be used by Partner with concurrence of the Forest Service.
- 4.4.2. Plastic (or paper) shall be secured on piles by placing 25 percent of total material piled on top of plastic. It shall be placed so as to provide the best protection from rain and snow, and the best cover for later ignition.
- 4.4.3. All unused/cut plastic (or paper) shall be carried out of the unit if no longer needed to cover piles.



## **Item 5.0 – Pruning**

Pruning is required within Strategic Ridgeline Treatment Areas. The lower limbs from larger diameter trees will be pruned to reduce ladder fuels and raise the crown base height (height from the ground to the bottom of the live crown) to 15-20 feet, providing vertical discontinuity, reducing crown fire initiation. Pruning should occur before or concurrent with other surface and ladder fuel cutting operations. Cut limbs will be hand piled according to the specifications in Item 4.0.

### **Specifications for Pruning**

- 5.1. All trees greater than 40 feet tall shall be pruned of live and dead limbs and branches to a designated height measured above ground level. The designated height shall be at least 15 feet and will not exceed 20 feet above ground level.
- 5.2. Pruning height may vary + or - one foot from the designated height range. Limbs shall be cut cleanly and as close to the bole of the tree as possible. The pruning height is measured from the base of the tree on the uphill side of the tree.
- 5.3. Tree limbs that attach to the bole above the designated pruning height, but have limbs extending into the pruning height area, shall be pruned so that they do not extend below the minimum designated height.
- 5.4. Individual species of hardwoods, shrubs, and conifers may be specified as reserved from pruning on individual units.

## **Item 6.0 - Marking**

Marking guidelines produced as an outgrowth of the process of developing silvicultural prescriptions for each unit/subunit will provide a framework with which to begin the actual delineation of trees to be retained/removed in order to achieve desired stand or unit level conditions. Key elements and overarching concerns of the silvicultural prescription and associated marking guidelines for each unit/subunit will be conveyed to crew members. Given that unit/stand conditions will vary considerably (both between and within units/stands), and that a host of possibilities for tree removal/retention will usually exist at any one site in a unit, marking decision making will be closely monitored so that overall objectives for the given unit/stand are being met.

### **Specifications for Marking.**

Within the areas identified for treatment under Item 1.0 Density Management the following criteria shall be used by Partners to designate trees and other products for cutting and removal.



The Partners shall Mark leave trees with non-tracer paint supplied by the Partner. Forest Service shall inspect and approve Marking prior to cutting.

- (a) Descriptive criteria will be developed by Partner and approved by Forest Service prior to marking (see Item 8.0). The requirement to designate trees with marking paint may be waived by the Forest Service.
- (b) Additional operational trees to be cut, if any, are Marked by Forest Service with tracer paint.
- (c) Cutting unit boundaries and other trees that shall be left uncut are Marked by Forest Service with tracer paint.

**Item 7.0 - Roadside Surface Fuels**

The roadside treatments are designed along portions of Forest Road 2060. These treatments will extend approximately 250 feet below and 50-75 feet above the side of the road spanning the distances between other treatment areas.

**Specifications for Slash Hand Piling - see specifications for hand piling under Item 4.0, Activity Fuels with the following exception:**

7.1. Material to be Piled

- 7.1.1. Felled trees shall be limbed and bucked at five (5) inches in diameter, limbed boles greater than five (5) inches need not be handpiled. All activity created slash which falls within the size specifications shall be piled. Activity created slash is defined as all slash, cut brush, and pruned limbs, produced during Partners operation or slash produced in other ways by other means while unit is in Partner's "care".

**Item 8.0 – Prescription Writing**

Silvicultural prescriptions will be developed for the density management treatment areas using the general treatment descriptions outlined in the Record of Decision and Final Environmental Impact Statement, including Appendix D.

Silvicultural prescriptions will include at a minimum:

Biotic and abiotic data for individually delineated stands or units, and adequately describe present stand conditions.

A description of specific treatments and timing of silvicultural activities designed to meet the management goals or desired conditions, while utilizing interdisciplinary input to maximize attainment of multiple resource values.





Prescriptions will rely both on qualitative assessments of site and stand conditions, as well as being informed by some quantitative stand exam data collected during this assessment period including, but not limited to, Plant Association Group (PAG), treatment setting, aspect, slope position, basal area, relative density, canopy closure and others. Marking guidelines will be developed to help provide direction for ultimate decision making and delineation (“marking”) of trees to be removed/retained in helicopter and/or ground-based thinning operations. Standards for prescriptions may be found in FSH 2409.17 – SILVICULTURAL PRACTICES HANDBOOK, R-6 Supplement No. 2409.17-2000-1.

Prescriptions will be certified by a Forest Service Certified Silviculturist prior to acceptance.

### **Item 9.0 – Hand Pile Burning**

The services in this SPA are designed to provide for hand pile burning and mop-up, and related services. Partner shall provide labor, supervision, transportation, operating supplies, and incidentals to perform all work necessary to conduct prescribed burning and mop-up of hand piles created from Items 2.0 Surface Fuels, 3.0 Activity Fuels, and 7.0, Roadside Surface Fuels.

#### **Smoke Management Clearance for Burning and/or Mop-up**

The Forest Service will provide smoke management clearance according to agency policy and procedures in accordance with the Oregon Smoke Management Plan. Clearance is dependent upon weather conditions. Weather conditions and number of units receiving burn clearance vary from season to season. The Forest Service may not provide clearance for all units requested due to these reasons. Forest Service agencies in southwestern Oregon support the effort to reduce problems in smoke sensitive areas, and agencies will not authorize prescribed burning when local conditions will not allow adequate smoke dispersion. The Forest Service Representative, in accordance with the District Fire Management Officer, will determine when local conditions will prohibit burning.

All local cooperators and Partners working on federal agency prescribed fires must meet the standards in the Wildland Fire Qualifications Subsystem Guide published by the National Wildfire Coordinating Group, Publication Numbers PMS 310-1 and NFES 1414. Available under “Qualifications” at the following website: <http://www.nwcg.gov/teams/pmswt/pms.htm>

The Forest Service will determine which units are ignited on any day(s).

#### **Specifications for Hand Piling Burning**

9.1. Hand Pile Burns will be determined as follows:

9.1.1. The burning season for hand piles for the interior southwest Oregon normally is during November and December. However, conditions permitting burning may occur at anytime from the middle of October through late May. Major control problems can occur during a period of frontal passage and strong east wind conditions.



Close attention to weather forecasts and securing and patrolling of previously burned units is common practice to eliminate any fire spread from burned piles or escaped fires outside unit boundaries.

- 9.1.2. All prescribed fire operations shall be initiated only when a Prescribed Fire Plan (Burn Plan) has been approved and signed by the Forest Service Representative. All elements of the plan shall be followed unless a deviation has been approved in advance by the Forest Service Representative.
- 9.1.3. Clearance to Burn - The Partner shall be responsible for monitoring fuel and weather conditions to determine time periods when units are in the prescription parameters identified in the Prescribed Fire Plan. The Partner may consult the Forest Service regarding short, mid, and long term weather forecast to determine the potential impacts to fuel moisture conditions and the ability to meet Prescribed Fire Plan objectives. The Partner shall notify the Forest Service no later than 0900 hours on the day prior to ignition when specific units are within burn prescription parameters and of their request to burn. The Forest Service will notify the Partner via telephone or direct communications at or before 0900 hours on the day of the proposed ignition of smoke management conditions and any updated weather forecasts that would cancel the burning. The Forest Service will grant final approval to conduct burning. Approval is based on the Government verifying: 1) unit fuel and weather conditions are within Prescribed Fire Plan parameters and prescribed fire and resource objectives are attainable; 2) Prescribed Fire Plan parameters and objectives for smoke management are attainable based on smoke management instructions and forecast, and weather forecasts for proposed burn date and time; and 3) successful completion of the Go/No Go Checklist and the test fire.
- 9.1.4. During ignition operations, the Partner's crew supervisor shall maintain contact with the Forest Service representative through mutually-agreed-upon communications system at all times.
- 9.1.5. Partner shall ignite 90 percent of the piles and stoke each pile until at least 90 percent of the pile is consumed. Within 100 feet of the top of the cutbank and from the bottom of the fill slope on all road systems the Partner shall ignite 100 percent of piles and stoke each pile until 100 percent of the pile is consumed.
- 9.1.6. Stage burning shall be required. Where units have high tree cover and pile density up to two additional entries may be required to prevent crown scorching.
- 9.1.7. Holding typically is not necessary when piles are burned during winter conditions. Conduct holding operations as necessary in accordance with the prescribed fire plan. Relocation of personnel and equipment may be required as ignition and burnout progresses. The Partner's crew supervisor shall recognize the need for and make such relocations, dependent upon on-site weather and fire conditions.



9.1.8. Extinguish any fire outside the unit boundary, and promptly report this to the Forest Service Representative at the site. A fireline shall be constructed completely around fire inside the unit, slopover, and/or spot fires outside the primary unit boundaries. The minimum shall be a fireline scraped to mineral soil 1 foot in width with all overhanging combustible material cleared for 3 feet on either side and 6 feet overhead.

9.1.9. Do not fall any reserved trees which may have fire in them without written approval of the Forest Service Representative.

## 9.2. Special Requirements

9.2.1. In accordance with U.S. Fish and Wildlife Service Biological Opinion #13420-2008-F-0100, the following restrictions shall apply: burning will not take place within ¼ mile radius of a northern spotted owl nest site or activity center from March 1 through June 30 or until two weeks after the fledging period.

9.2.2. Leave 3-5 unburned piles per acre for wildlife where they do not serve as ladder fuel or create an unacceptable risk (i.e. adjacent to roads).

## 9.3. Mop-up shall be performed in accordance with the following:

9.3.1. Complete mop-up and patrol of unit(s) to the extent provided for in this section to meet the mop-up objectives of (1) the prevention of fire escape outside the primary unit boundaries, and (2) prevention of reburn within unit boundaries.

9.3.2. Complete mop-up and patrol to meet the objectives described in the Prescribed Fire Plan (a) within 48 hours from 8:00 am the day following completion of ignition in that unit, or until released from such services by the Forest Service Representative, with coordination with the District Fire Management Officer. Advise the Forest Service of conditions which prevent the meeting of mop-up objectives within the 24-hour period.

9.3.3. Patrol shall include the visual inspection of all sites where burning was performed, and checking for and mop-up of burning material that threatens the achievement of mop-up objectives or the mop-up standards for each unit's Daily Shift Plan. Patrol shall also include taking actions to prevent fire escape outside the unit boundary and/or to prevent reburn within the unit boundary. Immediately take actions to fireline, mop up, and identify all slopovers or spot fires. If Partners are unable to contain or control slopover or spot fires with patrol resources, promptly, within 30 minutes after discovery, notify the Forest Service of the situation and continue to take action to contain or control fire.

9.3.4. Completely extinguish all burning material within the designated mop-up area.



- 9.3.5. The Partner (may use Forest Service-approved wetting agents, retardants, foam, or suppressants during mop-up and ignition operations. Partner shall assure these do not leak or spread into streams, water sources or standing water. Root wads (uprooted stumps with roots attached) shall be thoroughly extinguished (dug around and rotten or loose wood scraped off).
- 9.3.6. Logs and chunks with a minimum size of 12 inches in diameter by 4 feet in length up to a maximum of 20 inches in diameter by 8 feet in length on slopes greater than 50% shall be turned and placed in a manner that prevents this debris from rolling.
- 9.3.7. Project Area Reburn - Should a reburn occur during the mop-up operation, the Partner shall suppress the fire and notify the Forest Service immediately. The cost of reworking the area to contract requirements shall be borne by the Partner.
- 9.3.8. Mop-up contingencies are established and will be initiated by the Forest Service Representative for the following situations:
  - 1) If a Fire Weather Watch or Red-Flag Warning is issued or predicted by the National Weather Service for extreme fire weather conditions; or if smoke emissions from the burn unit during mop-up are creating air quality impacts to population centers, or other smoke sensitive areas, the Partners may be required to complete mop-up within a 24-hour period. If satisfactory progress is not made, or a mop-up plan is not provided that ensures completion within the 24-hour period, the Forest Service, when determined necessary, may immediately assume control of the project area and provide personnel and/or equipment to complete the work. In this event, the Partner will be liable for the cost to the Forest Service of performing mop-up.
  - 2) If prescribed fire is declared a wildland fire by the Forest Service, the Forest Service will immediately assume control of the project area. Following declaration of the wildland fire, Partner's personnel shall be made available to the Forest Service for fire suppression and will be paid at the applicable firefighting rates paid by the Forest Service.

#### 9.4. Method of Inspection

- 9.4.1. All work included in the contract specifications shall be subject to inspections by the Forest Service at periodic intervals during the performance of this contract. Treatment inspections are for the sole benefit of the Forest Service and shall not release the Partners of the responsibility of providing quality control measures to assure that the work strictly complies with the contract requirements.



- 9.4.2. The Forest Service Representative and/or Project Inspector will be on site during burning operations (ignition and holding). The Partner's activity will be monitored throughout the operation for compliance with the prescribed fire plan, daily shift plan, and that resource, prescribed fire, and smoke management objectives are being met. Compliance with the Prescribed Fire Plan and Daily Shift Plan will be required unless concurrence is obtained from the Forest Service Representative prior to deviating from the plan.
- 9.4.3. The Forest Service will inspect patrol and mop-up operations to determine compliance with the mop-up standards required for compliance with all specifications.
- 9.4.4. Designated mop-up areas will be described in the Prescribed Fire Plan. 100% inspection of the designated mop-up areas will be made by the Government either visually and/or with infrared-scan equipment to ensure that all burning material has been detected. The Partner (or their sub-contractor) shall extinguish any burning material detected before final acceptance is made.

#### 9.5. Wildfire Guidelines and Procedures

- 9.5.1. If, in the judgment of the Forest Service Burn Boss, a slop-over that occurs during ignition or mop-up cannot be contained with the personnel and equipment identified in the *Countermeasures for Slop-over* element of the *Prescribed Fire Plan*, the Forest Service Representative will declare a wildland fire (Definition: Wildland fire - An escaped prescribed fire is a wildfire). Under this condition, the Partners shall take immediate action to control, suppress and mop up the escaped fire. The Partner and crew(s) shall work under the direct supervision of the Forest Service and continue working until released by the Forest Service. The Partner's personnel will be paid at the applicable firefighting rates paid by the Forest Service. The Forest Service Representative will notify the responsible dispatch center and procedures specified in the *Escapement Plan* shall be implemented.



**APPENDIX F**

**Timber Removal Specifications**

**F.1 – Location and Area -**

This Stewardship Project Area of:	702	acres more or less are located in:	T.39S., R.1E., portions of sections 17, 19, 20, 21, 27, 28, 29, 30, and 33, W.M.
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**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 <sup>1/</sup>
All	Sawtimber	14,611	Ton	10.0	1	12	6	Net Scale %: 40
All	Low Value Material	200	Ton	1.0	N/A	N/A	N/A	N/A
<b>Total Quantity</b>		14,811						

<sup>1/</sup> 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)
All	Sawtimber	12 inches or 1/3 of the cut stump diameter, whichever is greater

**F.4– Timber Rates. (Scaled)**

Cutting Unit Number	Approx. Acres	Species	Product	Quantity	Unit of Measure	Rate of Payment \$/UOM	Required Deposit per unit of measure
All	702	All	Sawtimber	14,611	Ton	1.03	1.83
All	45	All	Low Value Material	200	Ton	0.01	N/A





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

Payment Unit Number	Approx. Acres	Species	Product	Quantity	Unit of Measure	Total Payment	Required Deposit per Payment Unit
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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

	Number	Acres
Clearcutting Units		
Specified Road Clearing		
Overstory Removal Units		
Understory Removal Units		
Individual Trees		
Incompletely Marked Timber		702

**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
All	Orange	Boundary trees are marked with orange tracer paint: vertical lines on each side of the tree at or above head height where the boundary meets the tree and stump marks on the uphill and downhill sides. Boundary trees will be signed with tags identifying the Project name and unit number.

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

*Refer to Appendix E Items 6.0 and 8.0.*

**F.9- Control of Operations.**

**SITE SPECIFIC SPECIAL PROTECTION MEASURES.** Special protection measures needed to protect known areas identified on Project Area Map or on the ground include:

Wildlife Protection Measures

(1) Activities (such as tree felling, yarding, road construction, hauling on roads not generally used by the public, prescribed fire, muffled blasting) that produce loud noises above ambient levels will not occur within specified distances (Table 1) of any documented owl activity center between March 1 and June 30 (or until two weeks after the fledging period) – unless protocol surveys have determined the activity center to be not occupied, non-nesting, or failed in their nesting attempt.



The distances may be shortened if substantial topographical breaks or blast blankets (or other devices) muffle sound traveling between the work location and nest sites. The Forest Service has the option to extend the restricted season until September 30, based on site-specific knowledge (such as a late or recycle nesting attempt) if project activities would cause a nesting spotted owl to flush (See disturbance distance).

Table 1. Northern Spotted Owl Restrictions

Type of Activity	Zone of Restricted Operation
Heavy Equipment (including non-blasting quarry operations)	105 feet
Chain saws	195 feet
Impact pile driver, jackhammer, rock drill	195 feet
Small helicopter or plane	360 feet*
Type 1 or Type 2 helicopter	0.25 mile*
Blasting; 2 lbs of explosive or less	360 feet
Blasting; more than 2 lbs of explosives	1 mile

\* - If below 1,500 feet above ground level

(2) Burning will not take place within 0.25 miles of spotted owl sites between March 1 and June 30 (or until two weeks after the fledging period) unless substantial smoke will not drift into the nest stand. No fuels treatment activities will take place within 200 meters of the activity center.

**SALE OPERATION SCHEDULE.** Unless otherwise agreed to between Partner and Forest Service, Partner's Operations shall be performed in accordance with the following schedule.

See attached schedule.

Subdivisions	Operation Conditions	Purpose
All	Normal operating season for service work is June 1 to October 31.	Resource Protection
2, 5, 6, 79	Burning will not take place within 0.25 miles of spotted owl activity center between March 1 and June 30 (or until two weeks after the fledging period) unless substantial smoke will not drift into the nest stand.	Wildlife Protection

**YARDING/SKIDDING REQUIREMENTS.** Partner shall submit for Forest Service approval a Yarding/Skidding Plan prior to the start of felling operations. Requirements other than those specified in the following table may be approved. When appropriate, such approval shall include adjustments in Current Contract Rates and revision of the Contract Area Map. In no such case shall the adjustments result in Current Contract Rates less than Base Rates.



**Location of all skid roads and trails, tractor roads, skyline corridors, mechanized harvester trails, forwarder roads, and other log skidding facilities, shall be approved prior to their use or construction.**

Yarding/Skidding Requirements	Subdivisions
Leave trees shall be protected from root and bole damage by applying practicable measures, as agreed upon. Bole damage exceeding more than one square foot patch per tree (or cumulative), and penetrating the cambium layer, shall constitute bole damage.	All
Refueling of vehicles within the Ashland Municipal Watershed will be done in accordance with the Spill Prevention Control and Countermeasures Plan.	10, 15, 16, 18, 20, 21, 22, 27, 28
All stationary equipment will have an oil absorbant pad placed underneath (see G.8). Extra pads will be readily available for emergency needs.	All

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

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

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

The following tables will be completed following the formal appraisal and prior to any product haul. The estimate of Road Maintenance Deposit shown in F4 is an estimate and will be revised following the appraisal.



Agreement Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre-Haul Road Maintenance Specifications								
	From	To		T-811	T-812	T-813	T-831	T-832	T-834	T-851	T-854	T-891
2060	MP 1.98	MP 9.07	7.09									
2060	MP 18.01	MP 23.57	5.56									
2060200	MP 0.0	MP 1.65	1.65									
2060250	MP 0.0	MP 0.22	0.22									
2060400	MP 0.0	MP 1.92	1.92									
2060500	MP 0.0	MP 2.11	2.11									
2080	MP 0.0	MP 2.18	2.18									
2080	MP 2.18	MP 5.76	3.58									
2080600	MP 0.0	MP 1.20	1.20									

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

Agreement Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications								
	From	To		T-811	T-812	T-813	T-831	T-832	T-834	T-851	T-854	T-891
2060	MP 1.98	MP 9.07	7.09									
2060	MP 18.01	MP 23.57	5.56									
2060200	MP 0.0	MP 1.65	1.65									
2060250	MP 0.0	MP 0.22	0.22									
2060400	MP 0.0	MP 1.92	1.92									
2060500	MP 0.0	MP 2.11	2.11									
2080	MP 0.0	MP 2.18	2.18									
2080	MP 2.18	MP 5.76	3.58									
2080600	MP 0.0	MP 1.20	1.20									

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

Agreement Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Post-Haul Road Maintenance Specifications								
	From	To		T-811	T-812	T-813	T-831	T-832	T-834	T-851	T-854	T-891
2060	MP 1.98	MP 9.07	7.09									
2060	MP 18.01	MP 23.57	5.56									
2060200	MP 0.0	MP 1.65	1.65									
2060250	MP 0.0	MP 0.22	0.22									
2060400	MP 0.0	MP 1.92	1.92									
2060500	MP 0.0	MP 2.11	2.11									
2080	MP 0.0	MP 2.18	2.18									
2080	MP 2.18	MP 5.76	3.58									
2080600	MP 0.0	MP 1.20	1.20									

P = Partner Performance Item, D = Deposit to 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 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	
2060	Ashland Loop Road	2060400 (MP 18.01)	National Forest Boundary (MP 23.57)	R	No haul on weekends or holidays
2060	Ashland Loop Road	National Forest Boundary (MP 1.79)	White Rabbit Trailhead (MP 1.98)	X	No log haul allowed
2060	Ashland Loop Road	White Rabbit Trailhead (MP 1.98)	2060500 (MP 9.07)	R	No haul on weekends or holidays
2080		MP 0.0	2080600 (MP 5.76)	R	No haul on weekends or holidays

**F.10-d – Road Maintenance Deposit Schedule: K-F.3.2# – ROAD MAINTENANCE DEPOSIT SCHEDULE. (9/04)**

Other provisions herein notwithstanding, when Forest Service requests payment in lieu of Partner’s performance of road maintenance, Partner shall make Required Deposits (16 USC 537) for current and/or deferred road maintenance. Such deposits are based on the estimated volume and distance hauled and Partner’s commensurate use of each road listed in the Road Maintenance Plan in K-F.3.1#.

Partner and Forest Service may agree in writing on adjustment of such rates. If Partner uses roads under jurisdiction of Forest Service other than those listed in the Road Maintenance Plan, Forest Service shall establish rates commensurate with Partner’s use of such roads.

The Required Deposits for Forest Service work in lieu of Partner performance and for deferred maintenance is: **\$1.83/ton.**



The following table lists who Partner will make deposits for road maintenance to, and the rate per unit of measure of the deposit. The Road Maintenance Agreement is available for inspection at the Forest Supervisor's Office.

Deposit Made To	Rate	Unit of Measure

**F.10-e – Road Maintenance Specifications**

T-811 BLADING (10/07)

811.01 Description

This work consists of surface blading the traveled way to a condition that facilitates traffic and provides proper drainage. Blading includes shaping the crown or slope of travel way, berms, and drainage dips in accordance with this specification. Compaction is required when shown on the ROAD LISTING.

811.02 Maintenance Requirements

A. Timing - Perform surface blading during the contract period as often as needed to provide conditions stated for the maintenance level of the road.

B. General

1. Blade and shape the existing traveled way and shoulders, including turnouts, to produce a surface which is uniform, consistent to grade, and crowned or cross-sloped as indicated by the character of the existing surface, unless otherwise shown in the ROAD LISTING, to at least 1/2 inch per 1 foot of width, but not more than 3/4 inch per 1 foot of width. Thoroughly loosen surfacing material to no less than 2 inches depth or the depth of potholes or corrugations. Scarification to facilitate cutting to the full depth of potholes or corrugations may be elected, but will be considered incidental to blading. Do not scarify to a depth that will cause contamination of the surfacing.

2. Apply water during blading when sufficient moisture is not present to prevent segregation. Supply, haul, and apply water in accordance with Section T-891.

3. Shape existing native rock or aggregate surfaced drainage dips to divert surface runoff to existing outlet devices, ditches, or discharge locations.

4. Establish a blading pattern which provides a uniform driving surface, retains the surfacing on the roadbed, and provides a thorough mixing of the materials within the completed surface width. Upon final blading, no disturbed rock shall protrude more than 2 inches above the adjacent surface unless otherwise provided in the contract. Remove and place outside the roadbed, material not meeting this dimension so as not to obstruct drainage ways or structures. This material may be scattered off the roadbed if there is free drainage.



C. Routine Blading

1. Shape roadbed width in excess of the dimensions shown only as needed to provide drainage away from the traveled way. Do not remove established grasses and other vegetation from the excess width except as incidental to providing drainage or unless otherwise provided in the contract.

D. Compaction

1. Roads requiring compaction will be included in the ROAD LISTING.
2. Unless Compaction Method B is designated in the ROAD LISTING, all traveled ways requiring compaction may be compacted by Method A. Compaction shall commence immediately following blading.

Compaction methods are:

Compaction Method A: Breaking track while operating equipment on the traveled way.

Compaction Method B: 7-10 ton pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two (2) times.

E. Undercutting - Undercutting roadway back slope is not permitted.

F. Intersections

1. At intersections, blade the roadbeds of side roads which are not closed or restricted from vehicular use to ensure smooth transitions.
2. Signing, cross ditching in the road surface (traveled way), earth berms, or other devices placed to discourage or eliminate use by passenger cars, are field evidence of road closure or restriction. Roads listed for work under Sections T-835, T-836, T-838, or T-839 are considered restricted.

Side roads listed for work under this Section are not restricted.

G. Cleaning of Structures - Do not allow materials resulting from work under this Section to remain on or in structures, such as bridges, culverts, cattle guards, or drainage dips.

H. Berms - Maintain existing berms to the condition of adjacent segments. Do not create new berms.

I. Smooth Blading - Smooth blading may be used as an interim measure to remove loose surfacing material from the wheel paths, and store removed materials in a recoverable windrow, until blade processing as described in this section is feasible. Watering will not be required for smooth blading. Accomplish smooth blading without distorting the existing cross-slope or crown of the traveled way.





Move and store loose surfacing materials on the high side of super-elevated curves and sections with uniform inslope or outslope. In crowned sections, store the material on either or both sides as elected. Windrow and place stored materials to provide not less than 12 feet of smooth traveled way on one-lane segments, or 20 feet of smooth traveled way on two-lane segments, or segments with turnouts. Cut holes through windrows, which may collect water on the road, for drainage at least every 500 feet.

#### T-812 - DUST ABATEMENT (05/07)

##### 812.01 Description

This work consists of applying dust palliatives on roads shown in the Road Listing.

##### 812.02 Materials

The dust palliative materials are shown in the Road Listing, unless shown as Optional for Partner's election. If Optional is shown then the Partner may use any of the products listed below. Dust palliative materials shall meet the following requirements:

- A. Water (H<sub>2</sub>O) will be obtained from sources SHOWN ON THE DRAWINGS or listed in the SUPPLEMENTAL SPECIFICATIONS to Section T-891 Water Supply, unless otherwise approved by the Forest Service Representative.
- B. Lignin Sulfonate (LIG S) Provide certification that the material meets the requirements of Subsection 725.20 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects (FP-03)" and the Forest Service Supplemental Specification 725.20.

##### 812.03 Methods

As shown in the SUPPLEMENTAL SPECIFICATIONS, Partner may utilize a variety of methods to decrease or eliminate the need for dust abatement.

##### 812.04 Equipment

- A. Design, equip, and operate application equipment for spreading dust palliatives so that the material is uniformly applied at the rate and traveled way widths shown in the Road Listing.
- B. For bituminous palliatives provide equipment that heats and applies the bituminous material. Provide a bituminous distributor that is self-powered and mounted on pneumatic tires and equipped with a pump and circulating spray bar, a tachometer, pressure gauges, accurate volume measuring devices such as visual volume dial or gauge calibrated to the tank, and a thermometer. Provide equipment which is a standard commercial type of proven performance.
- C. Accomplish dilution of dust palliatives within the application vehicle with the water source protected from contamination. Circulate the resulting mixture at least five (5) minutes to ensure uniform mixing prior to application.



812.05 Maintenance Requirements

A. Limit water applications to abatement for hauling vehicles and provide at a frequency and rate which controls dust such that vehicle tail lights and turn signals remain visible. Vary rates of application as needed but remain low enough to avoid forming rivulets. Accomplish the abatement by sufficient frequency of application without saturating and softening the traveled way. Compacted or glazed road surface or wheel tracks may be loosened as needed for water penetration.

B. Apply all other dust palliatives at the rates and times agreeable to the Forest Service Representative. The Road Listing shows the expected average application rate and may be varied to meet field conditions. Lignin Sulfonate is listed as liters per square meter of the undiluted product at fifty (50), thirty-three (33), and thirty-eight (38) percent respectively.

C. Apply bituminous dust palliatives only when the surface to be treated contains sufficient moisture to obtain uniform distribution of the dust palliative unless noted differently in the SUPPLEMENTAL SPECIFICATIONS.

D. Prior to initial application, when needed, the road will be bladed and shaped under Section T-811, Blading.

E. Required subsequent applications may be applied to the existing road surface without blading.

F. Dust palliatives will not be applied in a manner that spatters or mars adjacent structures or trees, or placed on or across cattleguards or bridges. Discharge dust abatement material only on roads approved by the Forest Service Representative.

T-813 SURFACING (10/07)

813.01 Description

This work consists of placing surface aggregate as DESIGNATED ON THE GROUND, or as ordered by the Forest Service Representative. It includes preparing the area, furnishing, hauling, and placing all necessary materials and other work necessary to blend with the adjacent road cross section.

813.02 Materials

Materials will be Government-furnished when stated in the supplemental specifications.

Materials furnished by the Partner shall conform to the gradation and quality requirements of Section 703 of the "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects FP-03 U.S. Customary Units" and FS supplements to the FP-03.

All materials transported onto National Forest System land shall be free of invasive species of concern. Written documentation of methods used to determine the invasive species of concern free status of any and all materials furnished by the Partner shall be submitted to the Forest Service Representative before transport of any materials onto National Forest System land.



The Forest Service Representative shall have 5 days, excluding weekends and Federal holidays, to review the methods and inspect the materials after the required written documentation is provided by the Partner. After satisfactory review and inspection or after such 5 day period, the Partner may transport the material onto National Forest System land.

Material or methods appropriate for establishing invasive species of concern free status for the particular invasive species of concern are listed below.

813.03 Maintenance Requirements

A. Thoroughly loosen the area to be surfaced to a minimum depth of 1 inch prior to placement of aggregate.

B. Mixing and Placing

When scheduled coincidentally with work under Section T-811, and included in the SUPPLEMENTAL SPECIFICATIONS, mix surfacing and existing aggregate with water until a uniform mixture is obtained prior to final shaping and compaction.

Otherwise, spread the material on the prepared area in layers no more than 4 inches in depth. When more than one (1) layer is required, shape and compact each layer before the succeeding layer is placed. Upon completion, the surfacing shall reasonably conform to the adjacent cross section and provide smooth transitions in the road profile.

C. Compaction Methods

Compaction Method A: Breaking track while operating equipment on the traveled way.

Compaction Method B: 7-10 ton pneumatic, steel, or equivalent vibratory roller, operated to cover the full width two (2) times.

Either Method A or B may be used unless Method B is designated in the ROAD LISTING

T-831 DITCH MAINTENANCE (10/07)

831.01 Description

This Section provides for routine maintenance of various types of ditches to provide a waterway which is unobstructed, as shown on the ROAD LISTING or DESIGNATED ON THE GROUND.

831.02 Maintenance Requirements

A. Maintain ditches by removing rock, soil, wood, and other materials. Maintained ditches shall function to meet the intent of the original design.

B. Undercutting backslopes during removal operations is not permitted.



C. Suitable material up to 4 inches in greatest dimension removed from the ditches may be blended into existing native road surface and shoulder or placed in designated berm.

D. Do not blend material from ditch cleaning operations into aggregate surfaced roads. Do not blade material across aggregate or bituminous surfaced roads, unless approved in writing by the Forest Service Representative.

E. Haul material in excess of 831.02 D or subject to 831.02 E to a designated waste area under Section T-832. Remove excess materials temporarily stored on the ditch slope or edge of the shoulder daily.

F. Remove limbs and wood chunks in excess of 12 inches in length or 3 inches in diameter from ditches and place outside the roadway.

G. Clean paved surfaces of all materials resulting from ditch maintenance work.

H. Shape lead-off ditches to drain away from the traveled way.

T-832 REMOVE AND END HAUL MATERIALS (05/07)

832.01 Description

Work consists of loading, hauling, and placing of slide, slough, or excess materials such as rock, soil, vegetation, and other materials to designated disposal sites.

832.02 Maintenance Requirements

A. Remove, end haul, and dispose of excess materials generated by work under other Sections of this contract.

B. Remove the slide and slough materials in the area extending approximately 6 feet vertically above the road surface and not more than 3 feet down slope from the roadbed. Dispose of material at designated sites as SHOWN ON THE DRAWINGS, identified in SUPPLEMENTAL SPECIFICATIONS, or as ordered by the Forest Service Representative.

Reshape the slope which generated the slide material as nearly as practical to its original condition by equipment operating from road surface. Reshaping of roadside ditches in slide area shall be in accordance with Section T-831.

C. When approved by the Forest Service Representative, fill slumps by compacting selected materials into roadway depressions. Compaction is by Method 2.

D. Place all materials in disposal sites as specified in the SUPPLEMENTAL SPECIFICATIONS, as SHOWN ON THE DRAWINGS, or as ordered by the Forest Service Representative.

1. Method 1 - Side Casting and End Dumping. Material may be placed by side casting and end dumping. Where materials include large rocks, provide a solid fill by working smaller pieces and fines into voids. Shape the finished surfaces to drain.



2. Method 2 Layer Placement - Step or roughen surfaces on which materials are to be placed prior to placing any material. Place materials in approximately horizontal layers no more than 12 inches thick. Compact each layer by operating hauling and spreading equipment over the full width of each layer.

E. Repair any damage to existing aggregate or pavement surfaces

T-834 DRAINAGE STRUCTURE MAINTENANCE (10/07)

834.01 Description

This work consists of cleaning and reconditioning culverts and other drainage structures.

834.02 Maintenance Requirements

A. Clean drainage structures, inlet structures, culverts, catch basins, and outlet channels specified in the SUPPLEMENTAL SPECIFICATIONS. Clean catch basins by removing the material within the area SHOWN ON THE DRAWINGS.

B. Clean the transition from the ditch line to the catch basin a distance of 10 feet from the catch basin. Clean outlet channels and lead-off ditches a distance of 6 feet. Remove and place debris and vegetation so as to not enter the channel or ditch, or obstruct traffic. Haul debris and vegetation to a designated disposal area in accordance with Section T-832.

C. Hydraulic flushing of drainage structures is not allowed unless provided for in the SUPPLEMENTAL SPECIFICATIONS.

Cleaning and reconditioning are limited to the first 3 feet of inlet and outlet, determined along the top of the structure. Recondition culvert inlet and outlet by field methods such as jacking out or cutting away damaged metal which obstructs flow. Treat cut edges with a zinc rich coating, in accordance with AASHTO M 36M and ASTM A 849.

T-835 ROADWAY DRAINAGE MAINTENANCE (05/07)

835.01 Description

This work consists of providing post haul drainage on roads.

835.02 Maintenance Requirements

A. Drainage

1. Upon completion of work, shape the roadway to provide for the removal of surface water. The roadway need not be passable to vehicles. Repair and reinstall water bars, barriers or berms existing prior to the Partner's operation. Areas where water is ponded by existing centerline profile sags in through cuts may be left untreated.

2. Continuous blade shaping of the roadbed is not required under this specification.



3. Work to be done at staked locations shall be as indicated on the stake and/or stated in SUPPLEMENTAL SPECIFICATIONS:

4. Any of the following methods are acceptable for use at eroded or rutted locations:

Method A: Outsloping the roadbed at not less than 1/2 inch per yard of width.

Method B: Insloping the roadbed at not less than 1/2 inch per yard of width.

Method C: Water bar roadbed at locations staked on the ground and construct as SHOWN ON THE DRAWINGS or as included in SUPPLEMENTAL SPECIFICATIONS.

5. Drainage structures located in through fills and natural watercourses shall be fully functional without obstructions, including inlet and outlet channel within 20 feet of the structure.

6. Either clean culverts and other fabricated structures to provide drainage from road ditches and make the ditch functional or provide water bar(s) across the roadbed. Removed structures shall become Partner's property to be removed from National Forest System land. Remove and replace any Partner-installed temporary drainage structures with a water bar.

B. Slides, Slumps and Slough

1. Slides and slough may be left in place, provided they do not potentially impound water or divert water from watercourses. As necessary, reshape the various surfaces to provide drainage.

2. Provide drainage to effectively decrease or eliminate the entry of surface water into slides, slumps, and roadbed surface cracks. Place berms, waterbars or ditches as needed to intercept and remove runoff water from the roadbed. Surface seal cracks by covering over with native soil materials to prevent additional water entry and compact with equipment tires.

T-851 LOGGING OUT (5/07)

851.01 Description

This work consists of removal of fallen trees and snags which encroach into the roadway or the 3 feet of roadside abutting the roadway on the cut side.

851.02 Maintenance Requirements

A. Limb and remove timber which meets Utilization Standards, or deck at locations designated by the Forest Service Representative.

B. Limb other material cut into lengths for handling. Deck outside ditches and drainages, off the traveled way and turnouts or at staked locations. The clearing width is to the edge of the roadway for public use roads, except limited use roads. The clearing width for limited use roads is shown in the specifications.



C. Notwithstanding B(T)2.3, blowdown timber outside Sale Area required to be removed, which meets Utilization Standards in A(T)2, when designated by the Forest Service Representative is Included Timber subject to requirements of B(T)2.2.

D. Do not leave woody debris and slash in excess of 12 inches in length or 3 inches in diameter, or concentrations which may plug ditches or culverts, in ditches, drainage channels, or on backslopes, traveled way, shoulders, or turnouts.

#### T-854 – TREATMENT AND DISPOSAL OF DANGER TREES (5/07)

##### 854.01 Description

This work consists of felling and disposal of designated live or dead danger trees sufficiently tall to reach roads used by the Partner. Any removal of logs is subject to prior agreement between the Contractor Officer and the Partner.

##### 854.02 Requirements

###### A. Designation of danger trees.

Danger trees to be felled will be designated in advance by the Forest Service Representative. Trees to be removed will be Marked.

###### B. Falling, bucking and treatment for disposal.

Use controlled felling to ensure the direction of fall and prevent damage to property, structures, roadway, residual trees, and traffic. Stump heights, measured on the side adjacent to the highest ground, must not exceed 12 inches or 1/3 of the stump diameter, whichever is greater. Higher stump heights are permitted when necessary for safety.

Felled snags and trees, which are not Marked for removal, will be left in a stable condition such that they will not roll or slide. Position logs away from standing trees so they will not roll, are not on top of one another, and are located out of roadway and drainage structures.

Fell, limb and, remove trees, which are Marked for removal, that equal or exceed the utilization standards as listed in the Timber Sale contract or SUPPLEMENTAT SPECIFICATIONS. Dispose of merchantable timber designated for removal in accordance with B/BT2.32 Construction Clearing, of the Timber Sale Contract, or as described in SUPPLEMENTAL SPECIFICATIONS.

###### C. Slash treatment.

Within the roadway, remove limbs, chunks, and debris in excess of 12 inches in length and 3 inches in diameter, and concentrations that may plug ditches or culverts, and water courses.

Dispose of slash by scattering outside the roadway limits without damaging trees, or improvements.

Large accumulations of slash may be ordered hauled under T-832.





T-891 WATER SUPPLY AND WATERING (5/07)

891.01 Description

This work consists of providing facilities to furnish an adequate water supply, hauling and applying water.

891.02 Materials

If the Partner elects to provide water from other than designated sources, the Partner is responsible to obtain the right to use the water, including any cost for royalties involved.

Suitable and adequate water sources available for Partner's use under this contract are designated as follows:

All water sources will be designed by the Forest Service Representative.

891.03 Equipment

A. Positive control of water application is required. Equipment shall provide uniform application of water without ponding or washing.

B. An air gap or positive anti-siphon device shall be provided between the water source and the vehicle being loaded if the vehicle has been used for other than water haul, if the source is a domestic potable water supply, or the water is used for tank mixing with any other materials.

C. The designated water sources may require some work prior to their use. Such work may include cleaning ponded areas, installing temporary weirs or sandbags, pipe repair, pump installation, or other items appropriate to the Partner's operations. Flowing streams may be temporarily sandbagged or a weir placed to pond water, provided a minimum flow of 10 cu. ft/sec is maintained. Obtain approval from the Forest Service Representative on improvements for sandbags or weirs prior to placement.

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

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



**F.12- Scaling Services.**

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
All	Sawtimber	Ton	Ashland Ranger Station, Ashland Oregon	Load Count	.00

**SPECIAL SCALING INSTRUCTIONS:** Prior to leaving loading area, Product Removal Permits shall be attached in accordance with the instructions on the inside cover of the Product Removal Permit book. Notwithstanding the requirements of G.40, the following stipulations apply:

1. All loaded trucks shall stop at the Forest Service approved Scaling location.
2. Scaling location shall be occupied by an employee of the authorized contract Scaling organization or, as specified in G.35, while products are being hauled from the Contract Area.
3. The authorized employee shall remove the scaler permit from the load and attach it to the load accountability record.
4. The authorized employee shall enter required information on the load accountability record. The load accountability record, with permits attached, shall be mailed or delivered to the appropriate Forest Service office at the end of each day in which loads are hauled. Copies of the load accountability records shall be kept available for Forest Service inspection at the approved Scaling location for 10 business days.

**VOLUME DETERMINATION FOR PAYMENT WILL BE CALCULATED AS FOLLOWS:**

I. A conversion factor of **25.74** tons per load shall be used to calculate tons for payment purposes.

$$\text{Total Tons volume} = \text{Total loads counted} \times \text{conversion factor}$$

II. LOG TRUCK VEHICLE RESTRICTIONS ARE AS FOLLOWS:

- A. Unless otherwise agreed in writing, trucks are restricted to a standard or self-loading log truck with a maximum gross vehicle weight of 80,000 pounds.
- B. Use of another vehicle type to haul the material other than by a standard or self-loading log truck shall be approved by the Forest Service in writing prior to hauling. Forest Service shall determine tons per load conversion factor for payment purposes prior to hauling.

**CONTRACT CHANGES:** Contract changes involving volumes and/or values will use a weight ratio of (*see note*) to convert net CCF cruise volumes to Tons.

Note: The weight ratio value will be determined upon completion of the Forest Service cruise.

**F12a. Low Value Material Removal:** Removal and accountability of low value material as described in F2 will be agreed to between the Forest Service and Partner prior to removal from the Project Area.



**F.13 - Advance Deposits.** The Partner agrees to make advanced deposits in advance of cutting. These deposits may be in the form of cash, acceptable payment bond, earned stewardship credit or any combination thereof. Advanced deposits will be in such amounts as to maintain an unobligated balance sufficient enough to cover the value of timber to be cut. Forest Service and 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 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.**

Scaled: All right, title, and interest in and to any included timber shall remain with the Forest Service until it has been cut, scaled, and removed from the Stewardship Project Area or other authorized cutting area, and paid for, at which time title shall then vest with the 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 cut, scaled 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 Forest Service.

Tree Measurement. All right, title, and interest in and to any included timber shall remain with the Forest Service until it has been measured, paid for, and removed from the Stewardship Project Area or other authorized cutting area, at which time title shall then vest with the 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 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 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 Forest Service holds title is damaged, the Forest Service shall make an appraisal to determine for each species the difference between the appraised unit value of Included Timber immediately prior to the value loss and the appraised unit value of timber after the loss. Current 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 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.





## 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 Forest Service to meet the anticipated needs of the parties. The following are identified on the Map:
  - a) Boundaries of all harvest and stewardship treatment units.
  - b) Areas where leave trees are marked to be left uncut.
  - c) Roads where log hauling or use is prohibited or restricted.
  - d) Roads and trails to be kept open.
  - e) Improvements to be protected.
  - f) Locations of known wildlife or plant habitat and cave resources to be protected.
  - g) Locations of areas known to be infested with specific invasive species of concern.
  - h) Skidding or yarding methods.
  - i) Streamcourses to be protected.
  - j) Locations of meadows requiring protection.
  - k) Locations of wetlands requiring protection.
2. **Use of Roads by the Partner.** The Partner is 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 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 all responsibility for compliance with safety requirements for the Partner's employees.

When operations are in progress adjacent or on 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 Forest Service may restrict road construction, timber cutting, yarding, and other harvesting operations to days other than Saturdays, Sundays, and holidays.

### LOGGING AND MAINTENANCE OPERATIONS SIGNING STANDARDS

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

#### SIGN STANDARDS

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

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

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

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

#### SIGN PLACEMENT

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



**LATERAL CLEARANCE**

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

**HEIGHT**

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

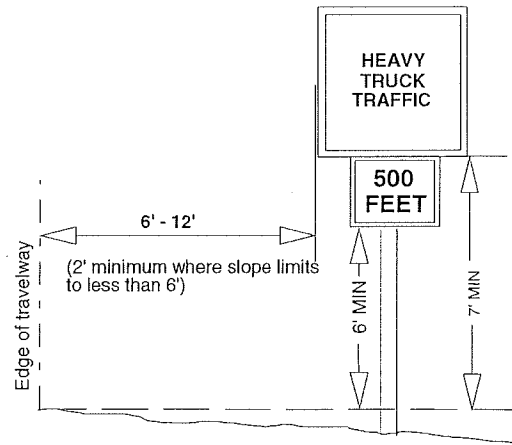


Figure 1: Sign Placement Dimensions

**PLACEMENT DISTANCE**

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

Posted or 85 percentile speed MPH	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
65		650	625	575	500

Figure 2: A Portion of MUTCD TABLE II-1

**SIGN SUPPORTS**

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

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

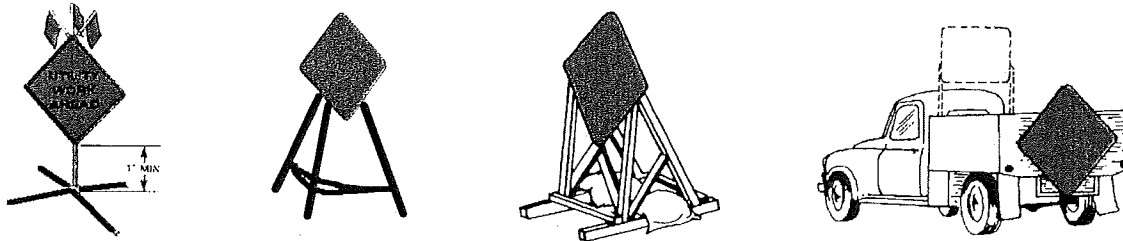


Figure 3: Examples of Temporary/Portable Supports



### SIGNS

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



FG20-1-48\*



FG20-2-48



FG20-3-42\*



FG20-3a-42



FW22-3-30



FW20-1-30\*



W21-3-30\*



FW21-4a-30



FW11-7-24



W22-1-36\*



FW8-6-24



FW11-9a-24



W7-3a-24\*



W13-1-18\*\*



W20-7aP-24\*

\* Specify Distance

\*\* Specify Speed



BM-L-O



BM-R-O

Barricade Markers (See MUTCD for length and stripe size)

- 6. **Safety (Timber Hauling).** 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 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 Forest Service within 8 hours of any personal injury accident. For vandalism and personal property accidents, the Partner shall notify 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 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 maintains 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 200 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 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 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 Forest Service.

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

12. **Conduct of Logging.** Unless otherwise specifically provided herein, 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. Forest Service may make exceptions for occasional trees inadvertently not cut or trees or pieces not removed for good reason, including possible damage to forest resources or gross economic impracticability at the time of removal of other timber.
13. **Felling and Bucking.** Felling shall be done to minimize breakage of included timber and damage to residual timber. Unless agreed otherwise, felling shall be done by saws or shears. Bucking shall be done to permit removal of all minimum pieces. 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.** Insofar as ground conditions, tree lean, and shape of clearings permit, trees shall be felled so that their tops do not extend outside clearcutting units, construction clearings, and areas of regeneration cutting.
15. **Stump Heights.** Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Appendix E except that occasional stumps of greater heights are acceptable when the Partner determines 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-14 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in Appendix F were selected with the objective of maximum reasonable utilization of the timber, unless the Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.
16. **Bucking Lengths.** Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting utilization standards.



17. **Limbing.** The Partner shall cut exposed limbs from products prior to skidding, as necessary to minimize damage to the residual stand during skidding. The Partner may leave uncut those limbs that cannot be cut with reasonable safety.
18. **Skidding and Yarding.** Methods of skidding or yarding specified for particular areas, if any, are indicated on the Map. Outside clearcutting units and construction clearings, insofar as ground conditions permit, products shall not be skidded against reserve trees or groups of reproduction and tractors shall be equipped with a winch to facilitate skidding.
19. **Rigging.** Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.
20. **Landings and Skid Trails.** Location of all landings, tractor roads, and skid trails shall be agreed upon prior to their construction. The cleared or excavated size of landings shall not exceed that needed for efficient skidding and loading operations.
21. **Arches and Dozer Blades.** Skidding tractors equipped with pull-type arches or dozer blades wider than tractor width or C-frame width, whichever is greater, shall not be used in residual timber outside clearcutting units and other authorized clearings, except on constructed tractor roads or landings, unless there is written agreement that residual timber will not be damaged materially by such use.
22. **Protection of Streamcourses.** The Partner's Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (d). In event the Partner causes 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 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 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 Project Area 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 outslipping, drainage dips, and water-spreading ditches. After a temporary road has served the Partner's purpose, the Partner shall give notice to the Forest Service and shall remove bridges and culverts, eliminate ditches, outslope roadbed, remove ruts and berms, effectively block the road to normal vehicular traffic where feasible under existing terrain conditions, and build cross ditches and water bars, as staked or otherwise agreed to. When bridges and culverts are removed, associated fills shall also be removed to the extent necessary to permit normal maximum flow of water.
28. **Temporary Roads to Remain Open.** All bridges and culverts shall remain in place and ditches shall not be eliminated on Temporary Roads, shown as "Remained Open on the Map. All drainage structures shall be left in functional condition.
29. **Landings.** After landings have served 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.** 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:

- a) Various volume determination methods, such as log rule, sampling, measuring, linear measuring, counting, weighing, or another method or combination of methods;
- b) Various sites, such as truck Scaling stations, rollways, weighing stations, woods landings, water Scaling stations, or other sites.
- c) Various geographic locations.

35. **Scaling Services.** Scaling services shall be performed by Forest Service personnel or parties under contract to Forest Service, except that weighing services may be performed by personnel or parties approved by the Forest Service. Scaling shall be provided in accordance with the instructions and specifications in Appendix F. Scalers shall be currently certified to perform accurate Scaling services. The scaling services provided shall be selected exclusively by the Forest Service. Scaling services may be continuous, intermittent, or extended.

- a) Continuous scaling services is scaling at one site five (5) 8-hour shifts a week, exclusive of Sundays and Federal holidays.
- b) Intermittent scaling services are non-continuous scaling services.
- c) Extended scaling services are scaling services exceeding continuous scaling services and may include Sundays and designated Federal holidays.

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

36. **Scaling Location.** The Forest Service shall provide scaling services at the scaling site(s) shown in Appendix F. The Scaling site(s) shown in Appendix F normally will be a non-exclusive site where more than one National Forest 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 Forest Service may approve an alternate scaling site, when the Forest Service determines that scaling conditions at an alternate site are acceptable. Such conditions shall include at a minimum:

- a) Scaler safety and comfort,
- b) Product accountability and security,
- c) Facilities and practices conducive to accurate and independent Scaling, and
- d) The ability to provide for remote check Scaling.

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



37. **Scaling Adjustments.** The Forest Service shall check the accuracy of the scaling performed on National Forest logs. Scaling will be satisfactory if performed within the accuracy standards in governing instructions identified in Appendix F. In the event the Forest Service check scale(s) shows a variance in net scale in excess of the allowable variance, an adjustment to volume reported scaled may be made by the Forest Service. Such adjustment will be based on the difference between Forest Service check Scale(s) and original Scale for 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 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 economical and safe manner.
40. **Accountability.** When Scaling is performed away from Stewardship Project Area, products shall be accounted for in accordance with Forest Service written instructions, as follows:
- a) The Partner shall plainly mark or otherwise identify products prior to hauling;
  - b) 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 Forest Service at periodic intervals;
  - e) When products are in transit, the truck driver shall possess or display removal receipt and show it upon request as evidence of authority to move products;
  - f) The scaler's portion of removal receipt shall be surrendered at point of Scaling, the unloading point, or as requested by Forest Service; and
  - g) The Partner shall notify Forest Service of lost or off-loaded logs and their 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 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 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 Forest Service shall agree to locations for accountability checks and remote check Scales in advance of haul. Such locations shall be established only in areas where it is safe to stop trucks. The Forest Service shall notify the Partner of the methods to be used to alert truck drivers of an impending stop.





42. **Product Identification.** Before removal from the Stewardship Project Area, unless the Forest Service determines that circumstances warrant a written waiver or adjustment, 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 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 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 Forest Service Representative. For such remanufactured products, Forest Service may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned 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.
44. **Scaling Lost Sample Loads.** If Scaling is being done by sampling loads of logs, the Partner shall present such sample loads for Scaling by Forest Service. If loads of logs selected to be sample Scaled are placed in the decks before they are Scaled, they will be considered as lost sample loads. It will be difficult, if not impossible, to determine the volume and species contained in such loads for payment purposes. Therefore, lost sample loads will be deemed to have a Scale volume and species composition equal to that of the highest value load Scaled during the sampling period, as established by Forest Service. If no sample loads were Scaled during the period, the Scale data for the high valued load will be taken from the most current preceding sampling period with Scale. Sample loads lost as a result of Forest Service actions shall be treated as non-Scaled loads.
45. **Scale Reports.** The Forest Service shall provide the Partner a copy of Forest Service scaler's record, if requested in writing.



#### 46. Fire Precautions and Control

- a) **Plans.** Prior to initiating the Partner's operations during Fire Precautionary Period, the Partner shall file with Forest Service a Fire Prevention and Control Plan providing for the prevention and control of fires on the Stewardship Project Area and other areas of 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 Forest Service may authorize substitute measures or equipment, or waive specific requirements by written notice, if substitute measures or equipment will afford equal protection or some of the required measures and equipment are unnecessary.
- d) **Emergency Precautions.** The Forest Service may require the necessary shutting down of equipment on portions of the Partner's Operations, as specified by the emergency fire precautions schedule. Under such conditions, after the Partner ceases active operations, the Partner shall release for hire by 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 requests, shall be operated only by personnel approved by the Partner. Personnel so hired shall be subject to direction and control by Forest Service and shall be paid by Forest Service at fire fighting rates common in the area or at prior agreed rates.
- e) **Fire Precautionary Period and Fire Precautions.** Specific fire precautionary measures are set forth below. Upon request of Forest Service, 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 **June 1 to October 31** and during other such periods as specified by Forest Service.



2. **SPECIFIC FIRE PRECAUTIONS.** When the industrial fire precaution level is I or higher, unless waiver is granted under K-H.2.2, specific required fire precautionary measures are as follows:

A. Fire Security.

Partner shall designate in writing a person or persons who shall perform fire security services listed below on Contract Area and vicinity. The designated person will be capable of operating Partner's communications and fire fighting equipment specified in the contract, excluding helicopters, and of directing the activities of Partner's personnel on Forest fires. Such person must report any fire detected to Forest Service within 15 minutes of detection. In lieu of having the designated person perform the required supervisory duties, Partner may provide another person meeting the qualifications stated above to direct the activities of Partner's personnel and equipment during all fire fighting activities.

Services described shall be for at least 1 hour from the time Partner's Operations are shut down. For the purposes of this provision, personnel servicing equipment, and their vehicles, who are not engaged in cutting or welding metal are excluded.

Fire security services shall consist of moving throughout the operation area or areas constantly looking, reporting, and taking suppression action on any fires detected. Where possible, the designated person shall observe inaccessible portions of helicopter operating areas from vantage points within or adjacent to Contract Area.

Partner shall furnish fire security services based on the predicted industrial precaution level, obtained by Partner from the appropriate Ranger District Headquarters. If predictions made after 6:00 p.m. local time, are significantly different than originally estimated, Forest Service will inform Partner when changes in fire security services are indicated.

B. Fire Extinguisher and Equipment (on Trucks, Tractors, Power Saws, etc.).

(a) Each yarder or loader equipped with an internal combustion engine or other spark emitting source shall be equipped with a readily accessible fire extinguisher, with an Underwriter's Laboratory (UL) Rating of at least 5 B,C.

(b) All power-driven equipment operated by Partner on National Forest land, except portable fire pumps, shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C and one "D" handled or long handled round point shovel, size O or larger. In addition, each motor patrol, truck and passenger-carrying vehicle shall be equipped with a double-bit axe or Pulaski, 3-1/2 pounds or larger.

(c) Equipment required in (a) and (b) shall be kept in a serviceable condition and shall be readily available.



(d) Each gasoline power saw operator shall be equipped with a pressurized chemical fire extinguisher of not less than 8-ounce capacity by weight, and one long handled round point shovel, size O or larger, except at a landing where a suitable fire extinguisher and shovel are immediately available. The extinguisher will be kept in possession of the saw operator at all times. The shovel shall be accessible to the operator within 1 minute.

(e) Each helicopter shall be equipped with one fire extinguisher having a UL rating of at least 5 B,C mounted inside the aircraft within reach of the pilot's operating position.

(f) One refill for each type or one extra extinguisher sufficient to replace each size extinguisher required on equipment shall be safely stored in the fire tool box or other agreed upon place on Contract Area that is protected and readily available.

(g) At each area where helicopters are being serviced or supplied, a carbon dioxide fire extinguisher with a UL rating of at least 20 B,C will be provided on the site and placed where it is available for immediate use.

C. Spark arresters and mufflers.

Each internal combustion engine shall be equipped with a spark arrester qualified and rated under USDA Forest Service Standard 5100-1a as shown in the National Wildfire Coordination Group Spark Arrester Guide, unless it is:

(a) Equipped with a turbine-driven exhaust supercharger such as the turbocharger. There shall be no exhaust bypass.

(b) A multi-position engine, such as on power saws which must meet the performance levels set forth in the Society of Automotive Engineers (SAE) "multi-positioned small engine exhaust fire ignition standard, SAE recommended practice J335B" as now or hereafter amended.

(c) A passenger carrying vehicle or light truck, or medium truck up to 40,000 GVW, used on roads and equipped with a factory designed muffler complete with baffles and an exhaust system in good working condition.

(d) A heavy duty truck, such as a dump or log truck, or other vehicle used for commercial hauling, used only on roads and equipped with a factory designed muffler and with a vertical stack exhaust system extending above the cab.

Exhaust equipment described in this Subsection, including spark arresters and mufflers, shall be properly installed and constantly maintained in serviceable condition.



#### D. Fire Tools.

Partner shall furnish serviceable fire fighting tools in a readily accessible fire tool box or compartment of sound construction with a hinged lid and hasp so arranged that the box can be secured or sealed. The box shall be red and marked "Fire Tools" in letters at least 1 inch high. It shall contain a minimum of:

- (a) Two axes or Pulaskis with a 32 inch handle.
- (b) Three adze eye hoes. One Pulaski may be substituted for one adze eye hoe.
- (c) Three long handled, round point shovels, size 0 or larger.

#### E. Tank Truck.

Partner shall provide a tank truck or trailer, containing not less than 300 gallons of water, during yarding, skidding, loading, land clearing, right-of-way clearing, mechanical falling, and mechanical treatment of slash. Such tank truck or trailer shall be maintained in a serviceable condition and located within 10 minutes, round trip, from each operating side during Fire Precautionary Period (closed season), except as provided under H.2.1.

The tank truck or trailer shall be equipped with a pump capable of discharging 20 gallons of water per minute, using a 1/4 inch nozzle tip, through a 50 foot length of poly or rubber lined hose. In addition, 500 feet of serviceable hard rubber poly or rubber lined or FJRL hose of not less than 1 inch outside diameter, fitted with a nozzle capable of discharging a straight stream of 1/4 inch diameter and a spray pattern shall be immediately available for use. The tank, pump, nozzle and at least 250 feet, of the total 500 feet of hose, shall be connected and ready for use at all times. Synthetic hose may be used by agreement.

If a trailer is used, it shall be equipped with a hitch to facilitate prompt movement. A serviceable tow vehicle shall be immediately available for attachment to the trailer and must meet the time requirements stated above. Such truck or trailer shall be equipped to operate for a minimum of 8 hours.

Where designated on Contract Area Map, Partner shall provide a tank trailer or water source and pumping equipment, including accessories, which can be lifted and transported by the yarding system. The component parts shall meet all specifications above. The tank trailer or water supply and pumping accessories shall be deliverable to a fire, in area of operations, within 15 minutes of detection.

In lieu of the above tank trailer or water supply for helicopter operations, Partner may provide a suitable helicopter water bucket with a 300 gallon capacity. When Partner provides a water bucket, a water source shall be provided within 5 minutes round trip flight time from operating side.



F. Communications.

During Partner's Operations, excluding powersaw falling and bucking, Partner shall provide adequate two-way communication facilities to report a fire to Forest Service within 15 minutes of detection. Citizen Band radios (CB's) are not considered adequate two-way communications because FCC Regulations prohibit commercial use.

G. Smoking and Open Fire Restrictions.

Smoking and fires shall be permitted only at the option of Partner. Partner shall not permit open fires on Contract Area without advance permission in writing from Forest Service.

H. Blasting.

Blasting shall be permitted only for road construction purposes unless advance permission is obtained from Forest Service.

Whenever the Industrial Fire Precaution Level is II or greater, a fire security person equipped with a long handled round point No. 0 or larger shovel and a 5 gallon backpack pump can filled with water, will stay at location of blast for 1 hour after blasting is done. Blasting may be suspended by Forest Service, in areas of high rate of spread and resistance to control.

Fuses shall not be used for blasting. Explosive cords shall not be used without permission of Forest Service, which may specify conditions under which such explosives may be used and precautions to be taken.

I. Compliance with State Fire Laws.

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

J. Aircraft Communications.

Every aircraft used in conjunction with Partner's Operations shall be equipped with an operable radio system. The radio system shall be capable of transmitting and receiving on VHF frequency 122.85 Megahertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

Upon discovery or notification of a fire on Contract Area, all aircraft pilots controlled by Partner shall monitor VHF frequency 122.85 MHz when within 5 miles of a fire and broadcast their intentions.



K. Logging Block Equipment.

Partner shall provide a serviceable 5 gallon backpack pump full of water, one axe, and one long handled round point shovel, size 0 or larger, at each haulback block through which a running line passes.

The area below such blocks must be kept clear of all flammable debris under 4 inches in diameter for a distance of 6 feet in all directions. Material larger than 4 inches that poses a fire risk, such as punky logs, must also be removed.

Partner shall avoid line-rub on rocks or woody material which may result in sparks or sufficient heat to cause ignition of fire.

**EMERGENCY FIRE PRECAUTIONS.** Partner shall restrict operations in accordance with the Industrial Fire Precaution Levels attached. Forest Service may change the Industrial Fire Precaution Levels to other values upon revision of the National Fire Danger Rating System and may change the specific Industrial Fire Precaution Levels when such changes are necessary for the protection of the National Forest. When sent to Partner, the revised Industrial Fire Precaution Levels will supersede the attached levels.

INDUSTRIAL FIRE PRECAUTIONS SCHEDULE

INDUSTRIAL FIRE PRECAUTION

**Closed Season** - Fire precaution requirements are in effect. A Fire Watch/Fire Security is required at this and all higher levels unless otherwise waived.

**Partial Hootowl** - The following may operate only between the hours of 8 p.m. and 1 p.m. local time:

- power saws, except at loading sites;
- cable yarding;
- blasting;
- welding or cutting of metal.

**Partial shutdown** - The following are prohibited:

- cable yarding - except that gravity operated logging systems employing non-motorized carriages may be operated between the hours of 8 p.m. and 1 p.m. local time when all blocks and moving lines are 10 feet or more above the ground, excluding the line between the carriage and the choker.
- power saws - except at loading sites and on tractor/skidder operations between the hours of 8 p.m. and 1 p.m. local time.



**INDUSTRIAL FIRE PRECAUTION**

In addition, the following are permitted between the hours of 8 p.m. and 1 p.m. local time:

tractor, skidder, feller-buncher, forwarder, or shovel logging operations where tractors, skidders or other equipment with a blade capable of constructing fireline are immediately available to quickly reach and effectively attack a fire start; mechanized loading and hauling;

blasting;

welding or cutting of metal;

any other spark-emitting operation not specifically mentioned.

**General shutdown** - All operations are prohibited.

The following definitions shall apply to these Industrial Fire Precaution Levels:

Cable yarding systems: A yarding system employing cables and winches in a fixed position.

Closed Season (Fire Precautionary Period): That time period each year when a fire hazard exists and as described in A.12.

Hauling: Where hauling involves transit through more than one shutdown zone/regulated use area, the precaution level at the woods site shall govern the level of haul restrictions, unless prohibited by other than the Industrial Fire Precaution Level system.

Loading sites/woods site: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.

Advance written waiver of the above precautions may be issued by the Forest Service Representative.

Such waiver, or substitute precautions under H.2.1, shall prescribe measures to be taken by Partner to reduce the risk of ignition, and/or the spread of fire. The Forest Service Representative shall consider site specific weather factors, fuel conditions, and specific operations that result in less risk of fire ignition and/or spread than contemplated when precaution level was predicted. Consideration shall also be given to measures that reduce the precaution levels above. Partner shall assure that all conditions of such waivers or substitute precautions are met.





Partner shall obtain the predicted Industrial Fire Precaution Level from the appropriate Ranger District headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Partner when changes in restrictions or industrial precautions are indicated.

47. **Fire Control.** The Partner shall, both independently and in cooperation with 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: **5 miles**.
- a) **The Partner's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Stewardship Project Area or any other forest fire on Stewardship Project Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Forest Service may require further actions by 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 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: **5 miles**. Any organized crew so hired shall include the Partner's supervisor, if any. Personnel so employed shall be paid at Forest Service standard emergency fire fighting rates.
  - d) **Equipment.** To make available for Forest Service rental at fire fighting equipment rates common in the area or at prior agreed rates any or all of the Partner's equipment suitable for fire fighting and currently engaged in the Partner's Operations within the distance of Stewardship Project Area: **5 miles**. Equipment shall be operated only by personnel approved by the Partner, if so requested by the Partner.
48. **Temporary Roads and Skid Trails.** The Partner shall locate Temporary Roads and Skid Trails on locations approved by the Forest Service. Such location shall include the marking of road centerline or grade-line and the setting of such construction stakes as are necessary to provide a suitable basis for economical construction and the protection of National Forest lands.

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

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



**APPENDIX H  
U.S. FOREST SERVICE PROVISIONS FOR GRANTS AND COOPERATIVE AGREEMENTS  
AWARDED UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009  
(ARRA)**

**(See Federal Register Vol. 74, No. 77, pg. 18449 dated April 23, 2009)**

REPORTING AND REGISTRATION REQUIREMENTS UNDER SECTION 1512 OF THE  
AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009,  
PUBLIC LAW 111-5

- (a) This award requires the recipient to complete projects or activities which are funded under the American Recovery and Reinvestment Act of 2009 (“Recovery Act”) and to report on use of Recovery Act funds provided through this award. Information from these reports will be made available to the public.
- (b) The reports are due no later than ten calendar days after each calendar quarter in which the recipient receives the assistance award funded in whole or in part by the Recovery Act.
- (c) Recipients and their first-tier recipients must maintain current registrations in the Central Contractor Registration ([www.ccr.gov](http://www.ccr.gov)) at all times during which they have active federal awards funded with Recovery Act funds. A Dun and Bradstreet Data Universal Numbering System (DUNS) Number ([www.dnb.com](http://www.dnb.com)) is one of the requirements for registration in the Central Contractor Registration.
- (d) The recipient shall register and report the information described in section 1512(c) using the reporting instructions and data elements that are provided online at [www.FederalReporting.gov](http://www.FederalReporting.gov) and ensure that any information that is pre-filled is corrected or updated as needed.

Recipients shall submit cumulative reports to [FederalReporting.gov](http://FederalReporting.gov) no later than the tenth day following the end date of each quarter during the life of the award. End of quarter dates annually fall on the same dates:

End of Quarter Dates

September 30  
December 31  
March 31  
June 30

Reporting Dates

October 10  
January 10  
April 10  
July 10



### ADDITIONAL REPORTING REQUIREMENTS

- (1) In cases where the recipient/cooperator receives 80% or more of its annual gross revenues in Federal awards; and \$25 million or more in annual gross revenue from Federal awards, the recipient/cooperator must report the names and total compensation of the five most highly compensated officers of the company.
- (2) In cases where the recipient/cooperator is owned by another entity, the recipient/cooperator must provide a unique identifier of the parent entity.

### RECOVERY ACT TRANSACTIONS LISTED IN THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS AND RECIPIENT RESPONSIBILITIES FOR INFORMING SUB-RECIPIENTS

- (a) To maximize the transparency and accountability of funds authorized under the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (Recovery Act) as required by Congress and in accordance with 2 CFR 215, subpart 21 “Uniform Administrative Requirements for Grants and Agreements” and OMB A-102 Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of Recovery Act funds.
- (b) For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations,” recipients agree to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. This shall be accomplished by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix “ARRA-” in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.
- (c) Recipients agree to separately identify to each sub-recipient and document at the time of sub-award and at the time of disbursement of funds, the Federal award number, CFDA number, and amount of Recovery Act funds. When a recipient awards Recovery Act funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental Recovery Act funds from regular sub-awards under the existing program.
- (d) Recipients agree to require their sub-recipients to include on their SEFA information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA described above. This information is needed to allow the recipient to properly monitor sub-recipient expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office



## WAGE RATE REQUIREMENTS UNDER SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

a) Section 1606 of the Recovery Act requires that all laborers and mechanics employed by Partners and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR Parts 1, 3, and 5 to implement the Davis-Bacon and related Acts.

Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Federal agencies providing grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

(b) For additional guidance on the wage rate requirements of section 1606, contact your awarding agency. Recipients of grants, cooperative agreements and loans should direct their initial inquiries concerning the application of Davis-Bacon requirements to a particular federally assisted project to the Federal agency funding the project. The Secretary of Labor retains final coverage authority under Reorganization Plan Number 14.

## REQUIRED USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS—SECTION 1605 OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

(a) Definitions. As used in this award term and condition—

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.



(b) Domestic preference.

(1) This award term and condition implements Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act)(Pub. L. 111-5), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States except as provided in paragraph (b)(3) and (b)(4) of this term and condition.

(2) This requirement does not apply to the material listed by the Federal Government as follows:  
None

(3) The award official may add other iron, steel, and/or manufactured goods to the list in paragraph (b)(2) of this term and condition if the Federal government determines that—

- (i) The cost of the domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the cost of the overall project by more than 25 percent;
- (ii) The iron, steel, and/or manufactured good is not produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of Section 1605 of the Recovery Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph (b)(3) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—

- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods;
- (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(3) of this term and condition.

- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.
- (iii) The cost of iron, steel, and/or manufactured goods material shall include all delivery costs to the construction site and any applicable duty.
- (iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.



(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods is noncompliant with section 1605 of the American Recovery and Reinvestment Act.

(d) Data. To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the Recipient shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]			
[Include other applicable supporting information.]			
[* Include all delivery costs to the construction site.]			

Award term- Required Use of American Iron, Steel, and Manufactured Goods (covered under International Agreements)—Section 1605 of the American Recovery and Reinvestment Act of 2009. When awarding Recovery Act funds for construction, alteration, maintenance, or repair of a public building or public work that involves iron, steel, and/or manufactured goods materials covered under international agreements, the agency shall use the following award term:

(a) Definitions. As used in this award term and condition—

“Designated country” --

- (1) A World Trade Organization Government Procurement Agreement country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and United Kingdom;
- (2) A Free Trade Agreement (FTA) country (Australia, Bahrain, Canada, Chile, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Israel, Mexico, Morocco, Nicaragua, Oman, Peru, or Singapore); or



(3) A United States-European Communities Exchange of Letters (May 15, 1995) country: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, and United Kingdom.

“Designated country iron, steel, and/or manufactured goods” --

- (1) Is wholly the growth, product, or manufacture of a designated country; or
- (2) In the case of a manufactured good that consist in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different manufactured good distinct from the materials from which it was transformed.

“Domestic iron, steel, and/or manufactured good” --

- (1) Is wholly the growth, product, or manufacture of the United States; or
- (2) In the case of a manufactured good that consists in whole or in part of materials from another country, has been substantially transformed in the United States into a new and different manufactured good distinct from the materials from which it was transformed. There is no requirement with regard to the origin of components or subcomponents in manufactured goods or products, as long as the manufacture of the goods occurs in the United States.

“Foreign iron, steel, and/or manufactured good” means iron, steel and/or manufactured good that is not domestic or designated country iron, steel, and/or manufactured good.

“Manufactured good” means a good brought to the construction site for incorporation into the building or work that has been--

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

“Public building” and “public work” means a public building of, and a public work of, a governmental entity (the United States; the District of Columbia; commonwealths, territories, and minor outlying islands of the United States; State and local governments; and multi-State, regional, or interstate entities which have governmental functions). These buildings and works may include, without limitation, bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, heavy generators, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals, and the construction, alteration, maintenance, or repair of such buildings and works.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.



(b) Iron, steel, and manufactured goods.

(1) This award term and condition implements

(i) Section 1605(a) of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act), by requiring that all iron, steel, and manufactured goods used in the project are produced in the United States; and

(ii) Section 1605(d), which requires application of the Buy American requirement in a manner consistent with U.S. obligations under international agreements. The restrictions of section 1605 of the Recovery Act do not apply to designated country iron, steel, and/or manufactured goods. The Buy American requirement in section 1605 shall not be applied where the iron, steel or manufactured goods used in the project are from a Party to an international agreement that obligates the recipient to treat the goods and services of that Party the same as domestic goods and services. This obligation shall only apply to projects with an estimated value of \$7,443,000 or more.

(2) The recipient shall use only domestic or designated country iron, steel, and manufactured goods in performing the work funded in whole or part with this award, except as provided in paragraphs (b)(3) and (b)(4) of this term and condition.

(3) The requirement in paragraph (b)(2) of this term and condition does not apply to the iron, steel, and manufactured goods listed by the Federal Government as follows:

None

(4) The award official may add other iron, steel, and manufactured goods to the list in paragraph (b)(3) of this award term and condition if the Federal government determines that—

(i) The cost of domestic iron, steel, and/or manufactured goods would be unreasonable. The cost of domestic iron, steel, and/or manufactured goods used in the project is unreasonable when the cumulative cost of such material will increase the overall cost of the project by more than 25 percent;

(ii) The iron, steel, and/or manufactured goods is not produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality; or

(iii) The application of the restriction of section 1605 of the Recovery Act would be inconsistent with the public interest.

(c) Request for determination of inapplicability of section 1605 of the Recovery Act or the Buy American Act.

(1)(i) Any recipient request to use foreign iron, steel, and/or manufactured goods in accordance with paragraph(b)(4) of this term and condition shall include adequate information for Federal Government evaluation of the request, including—





- (A) A description of the foreign and domestic iron, steel, and/or manufactured goods; (B) Unit of measure;
- (C) Quantity;
- (D) Cost;
- (E) Time of delivery or availability;
- (F) Location of the project;
- (G) Name and address of the proposed supplier; and
- (H) A detailed justification of the reason for use of foreign iron, steel, and/or manufactured goods cited in accordance with paragraph (b)(4) of this term and condition.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this term and condition.

(iii) The cost of iron, steel, or manufactured goods shall include all delivery costs to the construction site and any applicable duty.

(iv) Any recipient request for a determination submitted after Recovery Act funds have been obligated for a project for construction, alteration, maintenance, or repair shall explain why the recipient could not reasonably foresee the need for such determination and could not have requested the determination before the funds were obligated. If the recipient does not submit a satisfactory explanation, the award official need not make a determination.

(2) If the Federal government determines after funds have been obligated for a project for construction, alteration, maintenance, or repair that an exception to section 1605 of the Recovery Act applies, the award official will amend the award to allow use of the foreign iron, steel, and/or relevant manufactured goods. When the basis for the exception is nonavailability or public interest, the amended award shall reflect adjustment of the award amount, redistribution of budgeted funds, and/or other appropriate actions taken to cover costs associated with acquiring or using the foreign iron, steel, and/or relevant manufactured goods.. When the basis for the exception is the unreasonable cost of the domestic iron, steel, or manufactured goods, the award official shall adjust the award amount or redistribute budgeted funds, as appropriate, by at least the differential established in 2 CFR 176.110(a).

(3) Unless the Federal Government determines that an exception to the section 1605 of the Recovery Act applies, use of foreign iron, steel, and/or manufactured goods other than designated country iron, steel, and/or manufactured goods is noncompliant with the applicable Act.



(d) Data. To permit evaluation of requests under paragraph (b) of this term and condition based on unreasonable cost, the applicant shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC ITEMS COST COMPARISON			
Description	Unit of Measure	Quantity	Cost (Dollars)*
Item 1:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good	_____	_____	_____
Item 2:			
Foreign steel, iron, or manufactured good	_____	_____	_____
Domestic steel, iron, or manufactured good			
[List name, address, telephone number, email address, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]			
[Include other applicable supporting information.]			
[* Include all delivery costs to the construction site.]			