



**GREAT BASIN INSTITUTE
REQUEST FOR PROPOSALS
TMU-26-CAT-01**

Cathedral Cut-to-Length Project

Contact Person:

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Bid Tour: Thursday, 10/29/2026 at 9:00 AM PST

Location: LTBMU Supervisors Office
35 College Dr, South Lake Tahoe, CA 96150

Questions Due:

Wednesday, 11/4/2026, at 5:00 pm PST

Email Questions:

jpelak@thegreatbasininstitute.org

Response Due:

Friday, 11/20/2026, at 5:00 pm PST

Email Bid Response:

Subject Title: Cathedral Cut-to-Length Project
jpelak@thegreatbasininstitute.org

GREAT BASIN INSTITUTE
TMU-26-CAT-01
CATHEDRAL CUT-TO-LENGTH PROJECT
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I. STATEMENT OF WORK

I.A BIDDER QUALIFICATIONS

1. Bidder, Bidder's principal, or Bidder's staff shall have been regularly engaged in the business of logging, chipping/grinding or mechanical thinning within forest environments for at least 3 years. Bidder shall have operational experience using Cut-to-Length logging systems and shall provide examples of such experience in the Experience/Past Performance section of the Proposal.
2. Bidder shall possess all permits, licenses, and professional credentials necessary to perform services as specified under this Request for Proposals (RFP).

I.B SCOPE

It is the intent of the presentation of the specifications, terms, and conditions below to describe the services the Great Basin Institute (GBI) is seeking.

GBI, in partnership with the US Forest Service Lake Tahoe Basin Management Unit, is seeking Contractors to implement the Cathedral Cut-to-Length Project (Project). The Project includes approximately 166.9 acres of National Forest System Land within the Lake Tahoe Basin Management Unit. The project contains 7 cutting units generally located around South Lake, California and Fallen Leaf Lake, California, and is an element of the larger South Tahoe Fuels Treatment Project area.

The Project is intended to reduce hazardous fuels, move stands toward mature and resilient conditions, and complete the road work necessary to support implementation. Implementation measures generally involve the use of mechanical, cut-to-length harvesting systems and supporting systems and activities to cut and remove merchantable and non-merchantable material from the project area. The project consists of the following four work items: (1) Cut-to-Length thinning; (2) Cut-to-Length fuels and biomass treatment; (3) removal of slash at landings; and (4) road maintenance and erosion control. Selected bidders will also be expected to purchase and merchandise or otherwise remove merchantable timber from the project area.

Work activities must comply with all listed exhibits, specifications, and Forest Service technical requirements incorporated into this RFP. (Exhibits E through H, containing USFS Appendices E through H) Those documents include the Schedule of Items and Specifications, Timber Removal Specifications, Guidelines for Operations, Fire Plan, and the LTBMU Wet Weather/Outside Normal Operating Season Agreement. Bidders shall develop their proposed schedules and operations plans in accordance with the governing Forest Service technical documents.

All portions of the Project are located within high-complexity areas of the Lake Tahoe Basin. Key project complexities include, but are not limited to, close proximity to private residences and infrastructure, heavy recreational and public use, frequent interaction with the traveling public, sensitive environmental and wet-area conditions, complex access and operating conditions, limited operating periods, and other site-specific

restrictions. Bidders shall incorporate reasonable consideration of these conditions, including anticipated delays, operational constraints, public and stakeholder interactions, and measures necessary to protect the safety of the public, workers, private property, and infrastructure, into their bids, proposed schedules, technical proposal, and other associated bid documents.

The term of the contract shall begin the date the contract is awarded by GBI and will continue for 10/15/2028. GBI reserves the right to award to a single or to multiple Bidders, dependent upon what is in the best interest of the GBI, consistent with Section III.A.

I.C SCHEDULE OF ITEMS

I.C.1 Mandatory Work Items and Whole-Project Pricing

Bidders shall submit pricing for the entire project, including all work items across all identified treatment units. Submission of pricing for the full project does not guarantee award of the entire project. The final award(s) may include all or selective parts of the Bidders proposal. GBI reserves the right to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary.

All items require Service Contract Act wage rates and fringe benefits set forth in Wage Determination No. 1977-0727.

Item Number	Description	Quantity	Unit of Measure
1	Cut-to-Length (CTL) Thinning Treatment – Units 1008, 2008, 3008, 17, 21, 22, and 24	166.9	Acres
2	CTL Fuels and Biomass Treatment – Units 1008, 2008, 3008, 17, 21, 22, and 24	166.9	Acres
3	Removal of Slash at Landings – Units 1008, 2008, 3008, 17, 21, 22, and 24	2,334*	Green Tons
4	Road Maintenance and Erosion Control, including temporary-road work and associated mobilization/demobilization	1	Job

*: Quantities provided are strictly planning estimates and do not constitute a guarantee of any minimum or maximum value.

I.D SPECIFIC REQUIREMENTS

I.D.1 Governing Technical Documents

The detailed technical requirements for the Stewardship Work are contained in the U.S. Forest Service documents incorporated as Exhibits E through H (USFS Appendices E through H). Those documents are part of this solicitation and shall be incorporated into any subsequent Contract(s). This section intentionally does not

restate the Forest Service specifications except where a GBI-specific requirement or solicitation clarification is necessary.

I.D.2 Forest Service Exhibit and Appendix Cross-Reference

The following references direct bidders to the principal source documents for technical requirements; they do not replace review of the complete exhibits and the original USFS appendices, including the wet-weather agreement in Exhibit G (USFS Appendix G).

Exhibit E (USFS Appendix E) - project scope, quantities, schedule of items, and the Forest Service work-item specifications for Items 1 through 4.

Exhibit F (USFS Appendix F) - timber-removal specifications, including CTL equipment, designation methods, utilization standards, felling and processing, forwarding, borate treatment, timber accountability, inspection and acceptance, and road-maintenance specifications.

Exhibit G (USFS Appendix G) - general operating requirements and resource-protection provisions, including the LTBMU wet-weather agreement.

Exhibit H (USFS Appendix H) - fire plan, including fire-prevention equipment, project activity level requirements, patrol requirements, and shutdown restrictions.

Exhibit G (USFS Appendix G: Wet Weather Agreement) - wet-weather and outside-normal-operating-season requirements, including soil operability, winter operations, road use, suspension criteria, erosion control, and water-quality protection.

I.D.3 Work-Item References

Item 1 - Cut-to-Length (CTL) Thinning Treatment. Applicable to Units 1008, 2008, 3008, 17, 21, 22, and 24 (166.9 acres). Perform Item 1 in accordance with Exhibits E, F, G, and H. Exhibit E establishes the work item and quantity; Exhibit F contains the principal CTL, designation, utilization, treatment, timber-removal, and acceptance specifications; Exhibits G and H govern applicable operating, resource-protection, fire, and wet-weather requirements.

Item 2 - CTL Fuels and Biomass Treatment. Applicable to Units 1008, 2008, 3008, 17, 21, 22, and 24 (166.9 acres). Perform Item 2 in accordance with Exhibits E, F, G, and H. The applicable designation method, unit-specific retention criteria, snag and biomass requirements, slash treatment methods, location-specific treatment restrictions, and acceptance standards are established in Exhibits E and F.

Item 3 - Removal of Slash at Landings. Project-wide estimated quantity: 2,334 green tons. Perform Item 3 in accordance with Exhibits E, F, G, and H, including the Forest Service requirements for slash delivered to landings, landing use and closeout, resource protection, fire prevention, and wet-weather operations.

Item 4 - Road Maintenance and Erosion Control. Perform Item 4 in accordance with Exhibits E, F, and G. Exhibit F contains the Forest Service Road identifiers, assigned road-maintenance specifications, and related

temporary-road and erosion-control provisions; The wet-weather agreement in Exhibit G (USFS Appendix G) governs applicable wet-weather and winter road-use criteria.

I.D.4 Lake Tahoe Basin Operating Conditions and Public Interface.

Bidders shall recognize that work under this Contract will occur within a high-complexity landscape characterized by substantial public use, sensitive environmental conditions, proximity to private residences and developed infrastructure, and heightened public and stakeholder interest in forest management activities. The Contractor shall plan and conduct all operations in a manner appropriate to these conditions.

The Contractor shall, at a minimum, account for the following in its planning, scheduling, pricing, staffing, equipment selection, means and methods, and daily operations:

- Frequent interaction with recreational users, residents, and other members of the public.
- Proximity to private residences, businesses, utilities, roads, trails, recreation facilities, and other improvements.
- Restricted or limited operating periods, including restrictions associated with recreation, weather, environmental conditions, noise, traffic, or other site-specific requirements.
- Complex wet areas, sensitive soils, and other environmental constraints.
- Limited, congested, or otherwise challenging access and staging conditions.
- Potential interruptions, slowdowns, or temporary suspensions of operations resulting from public use, safety concerns, site conditions, agency direction, or other project restrictions.
- The need for heightened site control, traffic awareness, communication, and protection of the public, workers, private property, infrastructure, and natural resources.
- Other requirements stated within the RFP.

The Contractor shall not assume that operations can be conducted at the same production rates or under the same operating conditions as a comparable forestry project in a less constrained landscape. Bidders are responsible for evaluating the Project's anticipated operating environment and incorporating reasonable allowances for the foregoing conditions into their bids and proposed schedules.

The Contractor shall remain responsible for maintaining safe and orderly operations and for complying with all applicable Contract requirements, site restrictions, and direction provided by GBI and the U.S. Forest Service.

I.D.5 Public Interface and Operational Awareness.

Contractor shall anticipate that members of the public may be present within or adjacent to active work areas and may approach, observe, question, or otherwise interact with Contractor personnel during operations. Contractor personnel shall conduct themselves professionally and shall not engage in confrontational or inappropriate interactions with members of the public. The Contractor shall immediately notify GBI of significant public safety concerns, conflicts, complaints, incidents, or other circumstances that could affect Project operations or GBI's relationship with the public or U.S. Forest Service.

I.D.6 Equipment Mounted Technology

The Contractor may, at GBI's discretion, be required to use equipment mounted LiDAR technology to assist operators and GBI with prescription adherence and operational monitoring. This technology may include one or more exterior sensor box and a tablet mounted in the interior-cab providing real time basal area and spacing measurements. Bidders shall include a statement within their technical proposal indicating that they understand this technology may be required to be mounted on their equipment. Such technology will be procured and provided through the GBI, and therefore shall require no extra cost from the awarded bidder.

I.D.7 Merchantable Material Purchase and Stewardship Credits

The Contractor shall be required to purchase and remove designated merchantable forest products generated through implementation of the Project. The value of purchased merchantable material shall be applied as stewardship credits toward the cost of completed service work under the Contract. Advance cash deposits for merchantable material shall not be required.

Stewardship credits shall be calculated based on the agreed-upon purchase rates and the measured quantities of merchantable material removed in accordance with the Contract. Stewardship credits earned through the purchase of merchantable material shall be applied as an offset against payments otherwise due to the Contractor for satisfactorily completed and accepted service work. Any stewardship credits exceeding the value of accepted service work during a given billing period shall be carried forward and applied against subsequent payments due under the Contract.

The Contractor shall remain responsible for completing all required service work in accordance with the Contract, regardless of the quantity or value of merchantable material recovered. Upon completion of the Project, GBI shall reconcile the total value of merchantable material purchased against the total value of accepted service work. Any outstanding balance shall be resolved through final payment or other means approved by GBI. Unless otherwise authorized in writing by GBI, stewardship credits shall not constitute a separate cash payment to the Contractor.

II. CALENDAR OF EVENTS

II.A TENTATIVE EVENT CALENDAR

Event	Date*
Pre-Bid Tour	10/29/2026, 9:00 am PST
Questions Due	11/4/2026, at 5:00 pm PST
Proposals Due	11/20/2026, at 5:00 pm PST

Event	Date*
Anticipated Award Date	1/31/2027
Pre-Work Conference	TBD
Contract Termination Date	10/15/2028

*For process flexibility, note that all calendar dates are subject to change.

II.B SITE VISIT

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

II.C PRE-WORK CONFERENCE

Bidder agrees that if awarded a contract, Bidder and its principals will attend a pre-work conference with GBI and U.S. Forest Service prior to starting operations to discuss job requirements. The date will be determined after award of the RFP.

III. GBI PROCEDURES, TERMS, AND CONDITIONS

III.A RFP ACCEPTANCE AND AWARD

1. RFP responses will be evaluated by a committee comprised of employees of the Great Basin Institute, USFS, and/or consulting personnel.
2. The committee will recommend award to the Bidder who, in its opinion, is best qualified to perform the work described in this RFP. Award may not necessarily be made to the Bidder with the lowest bid.
3. The GBI has the right to decline to award this contract or any part of it for any reason.
4. Any specifications, terms, or conditions issued by the GBI, or those included in the Bidder's submission, in relation to this RFP, may be incorporated into any contract that may be awarded as a result of this RFP.
5. Award of contract. The right is reserved to reject any or all proposals, or to accept one part of a proposal and reject the other, unless the bidder stipulates to the contrary, and to waive technical defects, as the interest of the GBI may require. Award will be made by the GBI Executive Director upon US Forest Service review and agreement on contractor selection.

III.B EVALUATION CRITERIA/SELECTION COMMITTEE

All bids to be evaluated by the Selection Committee (SC). The SC will be composed of GBI staff, USFS, and other individuals who have expertise or experience in this type of procurement. The SC will select/recommend a Bidder in accordance with the evaluation criteria set forth in this RFP. The evaluation of the RFP responses shall be within the sole judgment and discretion of the SC. See Exhibit A.7 for Evaluation Criteria.

III.C PRICING

1. Prices quoted shall be firm for the term of any contract that may be awarded pursuant to this RFP.
2. All prices quoted shall be in United States dollars.
3. Bidders are advised that in the evaluation of cost, if applicable, it will be assumed that the unit price quoted is correct in the case of a discrepancy between the unit price and extended price.
4. The Bidder acknowledges that federal wage provisions under the Service Contract Act apply to any contract developed under this solicitation and shall maintain all records necessary to demonstrate compliance.

III.D PROTESTS

Protests must be in writing and received no later than seven (7) business days after the GBI issues the Notice of Intent to Award, which is sent by electronic mail to all entities who submitted a proposal. GBI will reject the protest as untimely if it is received after this specified time frame. Protests will be accepted from Bidders or potential Bidders only. If the protest is mailed and not received by the GBI, the protesting party bears the burden of proof to submit documentation (e.g., certified mail receipt) that the protest was timely sent to be otherwise received by GBI within the RFP protest period.

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

Protests must be mailed or hand delivered to Gabe Donaldson, Chief of Operations, 16750 Mount Rose Highway, Reno, NV 89511. Electronic mail protests are sent to Gabe Donaldson at gdonaldson@gbinstitute.org and must be followed by a mailed or hand delivered identical copy of the protest and must arrive within the seven-day time limit.

The GBI Chief Executive Officer (CEO), in consultation with the USFS and GBI Board of Directors, will investigate the protest and if determined to be valid the CEO may reject and re-bid or not re-bid the work, or recommend award to the remaining best qualified Bidder. Affected Bidders will be notified by electronic mail within 7 business days of the action taken. GBI may transmit copies of the protest and any attached documentation to all other parties who may be affected by the outcome of the protest. The decision of GBI as to the validity of any protest is final. GBI's final decision will be transmitted to all affected parties in a timely manner.

III.E INVOICING

1. Payment shall be made within 45 days following receipt of a correct invoice and upon complete satisfactory receipt of product and/or performance of services.
2. Invoices, if applicable, shall be submitted monthly during project operations.
3. GBI shall notify Contractor of any invoice adjustments required.
4. Invoices shall contain, at a minimum, the GBI Contract number, unique invoice number, remit-to address, service dates, itemized services description (including unit cost, quantity, and applicable unit, road number, etc.), and written acceptance of work. For acreage-based Items 1 and 2, invoiced quantities must correspond to completed and accepted awarded work. For Items 3 and 4, invoices must include the applicable quantity and supporting measurement or acceptance documentation.
5. The GBI will pay Contractor in an amount not to exceed the negotiated amount(s) which will be referenced in the agreement signed by both parties.
6. GBI shall retain 10% of the amount of each payment, as surety until final completion and acceptance of all work covered by the Contract Documents. GBI may, at its sole discretion, reduce or release retainage prior to contract completion upon verification that the Contractor has satisfactorily completed a significant portion of the work, met quality and reporting requirements, or otherwise provided assurances acceptable to GBI. Partial retainage release does not constitute final acceptance of work, and GBI reserves the right to retain funds for incomplete or unsatisfactory work. On completion and acceptance of a part of the work for which the price is separately stated in a Scope of Work Addendum, payment may be made in full, including retained percentages, less authorized deductions. GBI further reserves the right, at any time prior to final acceptance, to increase the total retainage amount or require the Contractor to deposit additional funds, up to 150% of assessed damages or the estimated costs to correct defective, incomplete, or nonconforming work. Such additional retainage shall serve solely as security for performance and does not constitute a penalty.
7. Prior to making any payment, the GBI may require Contractor to furnish lien releases conforming to the requirements of California Civil Code section 8120, et seq., receipts or other evidence of payment from all persons performing work and supplying material to Contractor.

8. Stewardship credits earned through the purchase and removal of merchantable material shall be applied against payments due for accepted service work in accordance with Section I.D.8. Each applicable invoice shall identify the gross value of completed service work, stewardship credits applied, and the resulting net payment due. Unused credits shall be carried forward and applied against subsequent invoices.

IV. RFP RESPONSE SUBMITTAL INSTRUCTIONS AND INFORMATION

IV.A GBI CONTACTS

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

IV.B SUBMITTAL OF RFP RESPONSE

1. Late responses will not be accepted.
2. RFP responses must be received at the specified address by 5:00 p.m. on the due date specified in the Calendar of Events. Any RFP response received after that time or date cannot be considered and will be returned to the Bidder.
3. RFP responses are to be addressed/delivered as follows:

Emailed:

jpelak@thegreatbasininstitute.org

Mailed:

Great Basin Institute Attn: John Pelak, Associate Director FSC

16750 Mt Rose Highway Reno, NV 89511

4. Bidders are to submit one (1) completed RFP Response Packet including all additional documentation stated in Exhibit A.
5. All costs required for the preparation and submission of an RFP response shall be borne by the Bidder.
6. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms “claim” and “knowingly” are defined in the California False Claims Act, Cal. Gov. Code, §12650 et seq.), GBI will be entitled to civil remedies set forth in the California False Claim Act. The RFP response shall remain open to acceptance and is irrevocable for a period of 90 days, unless otherwise specified in the RFP documents.

7. It is understood that GBI reserves the right to reject any or all RFP responses.

IV.C RESPONSE FORMAT

1. Bidders shall not modify any part of Exhibits A, B, or C, or qualify their RFP responses. Bidders shall not submit to GBI a re-typed or otherwise re-created version of these documents or any other GBI-provided document.
2. RFP responses, in whole or in part, are NOT to be marked confidential or proprietary. The GBI may refuse to consider any RFP response or part thereof so marked. RFP responses submitted in response to this RFP may be subject to public disclosure. The GBI shall not be liable in any way for disclosure of any such records.

EXHIBIT A – RFP RESPONSE PACKET TMU-26-CAT-01: Cathedral Cut-to-Length

A.1 REQUIRED BID COMPONENTS

Offerors, shall at a minimum, include the following items in the format and the quantities specified in their Response Packet:

1. One (1) Bidder Acceptance/Information form (A.2).
2. One (1) completed Price Proposal form (A.3).
3. One (1) completed Experience/Past Performance form (A.4).
4. One (1) Technical Proposal (A.5).

At GBI's sole discretion, any bids received that do not contain any of the components listed above may be rejected in whole.

Each of the required components shall be separate and complete in of itself so that evaluation of one may be accomplished independently of the other.

If bidders are making any clarifications and/or amendments, or taking exception to any part of this RFP, these must be submitted in the exceptions, clarifications, and amendments section (A.8) of this Exhibit A. GBI, at its sole discretion, may accept amendments/exceptions, or may deem them to be unacceptable, thereby rendering the bid disqualified.

Each form below contains detailed instructions for sufficient completion. Bidders are strongly encouraged to consider all instructions carefully to ensure their bid contains all required components in sufficient detail.

A.2 BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that all RFP documents, including, without limitation, the RFP, Addenda, and Exhibits, have been read and that the terms, conditions, certifications, and requirements are agreed to.
2. The undersigned is authorized to offer, and agrees to furnish, the articles and services specified in accordance with the RFP documents of TMU-26-CAT-01
3. The undersigned acknowledges acceptance of all addenda related to this RFP. List Addenda for this RFP on the line below:

Addendum #	Date

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

Official Name of Bidder (As appears on bidder's corporate seal and invoice):

Street Address Line 1:

Street Address Line 2:

City: State: Zip Code:

Web Page:

Type of
Entity / Organizational Structure (check one):

Corporation	Joint Venture
Limited Liability Partnership	Partnership
Limited Liability Corporation	Non-Profit

Other:

Jurisdiction of Organizational Structure:

Date of Organization Structure:

Federal Tax Identification Number:

Primary Contact Information:

Name: Title:

Telephone Number:

Email Address:

Street Address Line 1:

Street Address Line 2:

City: _____ State: _____ Zip Code: _____

SIGNATURE: _____

Name and Title of Signer (printed):

Date: _____

A.3 PROPOSAL BID SHEET

Cost shall be submitted on this Bid Form as is. No alterations of any kind to the Proposal Form(s) are permitted. RFP responses that do not comply may be subject to rejection in total. Acreage and quantity estimates shown in this RFP are project-wide Forest Service and GIS estimates and are subject to final measurement and acceptance under the Contract Documents. Bidders shall submit pricing for the entire project in accordance with Section I.C.1. Timber-related deposits, scaling, and payment obligations shall be handled as required by the applicable USFS specifications and final contract.

Payment to Contractor will be based on accepted quantities or completion of the applicable awarded work, as documented by GBI and/or the Forest Service and invoiced in accordance with Section III.E and the final contract.

A.3.1 Stewardship Schedule of Work Items and Whole-Project Pricing.

Bidders shall submit pricing for all four mandatory work items for the entire project. The submitted unit prices and bid totals constitute the Bidder's offer for the complete project scope.

All items are subject to the Service Contract Act Labor Standards and Wage Determination.

The following four mandatory work items constitute the full-project bid:

Item Number	Description	Project Qty. (Ref.)	Unit of Measure	Unit Cost	Bid Total
1	Cut-to-Length (CTL) Thinning Treatment	166.9	Acres		
2	CTL Fuels and Biomass Treatment	166.9	Acres		
3	Removal of Slash at Landings	2,334	Green Tons*		
4	Road Maintenance and Erosion Control	1	Job		
Total					

*: Quantities provided are strictly planning estimates and do not constitute a guarantee of any minimum or maximum value.

A.4 EXPERIENCE/PAST PERFORMANCE FORM

Bidders shall provide Past Performance information for **all** relevant projects completed during the past three years and **all** contracts and subcontracts in progress. The list should include, but is not limited to, contracts and subcontracts similar in nature and complexity to that required by this solicitation. Contracts with the Federal Government, agencies of state and local governments, commercial customers, and GBI should all be included. **Should GBI determine that relevant projects were omitted from this form for any reason, GBI may, in its sole discretion, reject the proposal in whole.**

Bidders shall submit past performance information for their firm and any proposed major subcontractors performing more than 20% of the work. Performance information may be obtained from references provided. GBI may contact references beyond those identified by the Bidder to obtain additional information for use in further evaluation of the Bidder's experience and past performance.

A.4.1 Experience

List contracts the Bidder has completed in the last three years or is in the process of completing which are similar in scope, magnitude, and complexity to this project.

Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date

Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date

List any and all other contracts the Bidder completed in the last three years or is in the process of completing that demonstrate the Bidder's capability to undertake this project.

Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date

List all key personnel to be employed on the project, their expertise, and their amount of experience.

Key Person	Expertise	Experience

List any and all planned subcontractors for this project.

Subcontractor	Expertise	Experience

List contracts the planned subcontractors have completed in the last three years or are in the process of completing which are similar in scope, magnitude, and complexity to this project.

Name of Subcontractor	Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date

List any and all other contracts the planned subcontractors have completed in the last three years or are in the process of completing that demonstrate the Bidder's capability to undertake this project.

Name of Subcontractor	Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date

Name of Subcontractor	Name of Project	Type of Project	Scope/magnitude	Work performed for	Completion Date

List all key personnel to be employed on the project by planned subcontractors, their expertise, and their amount of experience.

Name of Subcontractor	Key Person	Expertise	Experience

A.4.2 Past Performance

List references that GBI may contact to provide information on the Bidder's performance on the contracts listed above.

Name	Address	Phone	E-mail	Project(s)

List references that GBI may contact to provide information on the performance of any planned Subcontractor(s) on the contracts listed above.

Name	Address	Phone	E-mail	Project(s)

The Bidder may use the space below if the space provided above was insufficient, or to provide any additional information related to the Bidder's experience or past performance (or those of planned subcontractors) that the Bidder feels is pertinent to GBI's analysis of this bid.

A.5 INSTRUCTIONS FOR TECHNICAL PROPOSAL

The Technical Proposal must at a minimum include detailed descriptions of the following specific elements of the bidder's operations plan:

1. Crew size.
2. Equipment to be employed.
3. Proposed procedures for accomplishing work.
4. Expected production rates.
5. Sequence of work, i.e., the order in which treatment units and/or other work processes will be completed, including key dates such as mobilization on and off the project site.
6. Quality control plan, including internal inspection system.
7. Plan for safety and welfare of employees.
8. Description of bidder's site visit and insights it brought to the bidder regarding potential challenges during the implementation of this project.

9. Disclosure of any currently scheduled contracts to which resources will need to be committed to during the implementation period of this project.
10. How and to what degree hiring or training of local residents as employees or as subcontractors would be accomplished.
11. How and to what degree materials, supplies, lodging, meals, or incidentals would be purchased within the Lake Tahoe Basin, El Dorado, Placer, Nevada, Douglas, or Washoe Counties.

This information should be conveyed as part of a larger general project narrative which reflects the bidder's clear understanding of the nature of the work being undertaken, presented in as much detail as the bidder considers necessary to fully explain the proposed method(s) for completing the Stewardship Work.

The Technical Proposal must not contain any direct reference to cost so as to facilitate review independent of the Price Proposal.

Bidders are encouraged to include as much supplemental information as they see fit in addition to the required information. However, **any bids that are received with a Technical Proposal that does not contain detailed descriptions of all of the information listed above may, at GBI's sole discretion, not be considered.** Sufficient information must be presented in order to enable GBI to evaluate proposals fully in accordance with the evaluation criteria contained in A.7 below. GBI is not obligated to request additional information and in the absence of appropriate information, the proposal may be disqualified.

A.6 BEST VALUE AND DISCRETIONARY AWARD FACTORS

GBI may award one or more contract(s) resulting from this solicitation to the bidder(s) whose proposal is determined, in GBI's opinion, to represent the best value. Multiple evaluation criteria, including but not limited to price, technical proposal, experience, past performance, and other factors noted in this RFP will be scored by the selection committee to determine a preliminary assessment of best value. Award(s) may not necessarily be made to the bidder(s) with the highest score. While higher scores generally indicate a proposal may represent better value, GBI may consider additional factors in selecting a lower-scoring bid, including but not limited to:

1. Availability or schedule flexibility, including the ability to start or complete work sooner.
2. Local presence, resources, or logistical advantages.
3. Capacity to perform multiple work items efficiently.
4. Demonstrated risk mitigation through safety, quality control, or contingency planning.
5. Past experience or familiarity with GBI projects and processes.

6. Technical approach or innovations that improve efficiency or reduce long-term costs.
7. Financial stability and ability to reliably complete the work.
8. Compliance with unique project requirements or permitting conditions.
9. Ownership of specialized equipment or trained personnel that enhance performance.
10. Other operational considerations, such as subcontractor availability, insurance coverage, or other factors explicitly stated in this RFP.

Bidders are encouraged to provide complete and accurate information for all evaluation criteria, as GBI will use this information to make award determinations at its sole discretion.

A.7 EVALUATION CRITERIA

The Price Proposal, Technical Proposal, and Experience/Past Performance form will each be given a numerical score from 1 – 5 based on the degree to which the proposal fulfills each of the criteria below. The Technical Proposal and Experience/Past Performance form will be scored by each bid reviewer independently before being presented with the Price Proposal. The price proposal will be weighted so as to represent 40% of the bidder's ultimate score, with the Technical Proposal and the Experience/Past Performance form amounting to 30% each. The following factors shall be analyzed in the evaluation of each proposal:

1. Price Proposal - 40% of cumulative score
 - The price proposal shall be considered quantitatively and will be ranked highest in accordance with the lowest price received.
2. Technical Proposal – 30% of cumulative score
 - Technical Approach: the technical proposal shall be analyzed in an effort to determine the degree to which the bidder's proposal demonstrates an understanding of and the ability to meet the contract requirements, including but not limited to:
 - i. The timing and coordination of work activities.
 - ii. The use of personnel and equipment that is capable of performing the work, while providing for resource protection.
 - iii. Acceptable methods of accomplishing the work.
 - iv. Ability to complete the work within contract time.
 - v. Acceptable quality control plan, including inspection system Contractor will use to verify completion of work before requesting approval.

- vi. Acceptable safety plan that demonstrates the bidder's prioritization of the welfare of employees.
 - vii. Proficiency with and commitment to utilizing digital mapping technologies such as the Avenza Maps or FieldMaps applications.
 - Benefit to Local Community: the technical proposal shall be analyzed in an effort to determine the degree to which the bidder's proposal will have a beneficial impact on the communities local to project area(s), through:
 - i. Determining the degree to which the hiring or training of Lake Tahoe Basin, El Dorado, Placer, Nevada, Douglas, or Washoe County residents as employees or as subcontractors would take place.
 - ii. Determining the degree to which materials, supplies, lodging, meals, or incidentals would be purchased within the Lake Tahoe Basin, El Dorado, Placer, Nevada, Douglas, or Washoe Counties.
3. Experience/Past Performance – 30% of cumulative score
- Each Bidder will be evaluated on their experience and their performance under existing and prior contracts of a similar nature. GBI will focus on information that demonstrates quality of performance relative to the size and complexity of the Stewardship Work being advertised.
 - GBI will contact some number of each offeror's customers to inquire regarding:
 - i. The Bidder's capability, efficiency, and effectiveness.
 - ii. The conformity of the Bidder's performance to the terms, conditions, and specifications of its contracts.
 - iii. The Bidder's timeliness with regard to contract termination dates.
 - iv. The Bidder's reasonableness and commitment to cooperation during contract implementation
 - v. The Bidder's commitment to customer satisfaction.
 - vi. Any other information GBI deems relevant to assessing the Bidder's experience or past performance.

A.8 EXCEPTIONS, CLARIFICATIONS, AMENDMENTS

List below requests for clarifications, exceptions, and amendments, if any, to the RFP and associated RFP documents, and submit with your RFP response. The GBI is under no obligation to accept any exceptions and such exceptions may be a basis for RFP response disqualification.

RFP Reference			Description of requested exception, clarification or amendment
Section	Page Number	Item Number	

RFP Reference			Description of requested exception, clarification or amendment
Section	Page Number	Item Number	

EXHIBIT B – INSURANCE REQUIREMENTS

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Insurance certificates are not required at the time of submission; however, by signing Exhibit A – RFP Response Packet, the Bidder agrees to meet the minimum insurance requirements stated in the RFP. This documentation must be provided to the GBI, prior to award.

The following are the minimum insurance limits, required by the GBI, to be held by the Contractor performing on this RFP.

B.1 CONTRACTOR’S INSURANCE

The Contractor shall not commence any work in connection with the project formed as a result of this solicitation until it has obtained, on a primary basis and at its sole expense, all of the following types of insurance and such insurance has been approved by GBI during the life of the project. Contractor shall further not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in California or Nevada. GBI shall be named an additional insured on all the policies recited for each Activation and shall be entitled to the fullest primary coverage permitted by law. All insurance related documents must indicate the Project.

B.1.A Worker’s Compensation

The Contractor shall take out and maintain during the life of the project Worker’s Compensation Insurance for all employees connected with the work of this Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the California’s Worker’s Compensation Law and any applicable Federal Workmen’s Compensation Laws. In case any class of employees engaged in hazardous work under this contract at the site of the Project is not protected under the Worker’s Compensation statute, the Contractor shall provide adequate insurance, satisfactory to GBI, for the protection of employees not otherwise protected with minimum limits of:

- 1) \$100,000 per occurrence
- 2) \$100,000 per employee
- 3) \$500,000 total policy value

B.1.B Contractor's Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of the project Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for premises and operations, products and completed operations, contractual liability insuring the obligations assumed by Contractor in the project, broad form property damage (including completed operations), explosion, collapse, and underground hazards, and personal injury liability (with deletion of the exclusion for liability assumed under contract), including accidental death, as well as claims for property damages which may arise from operating under the project whether such operations are by himself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be minimum limits of liability:

- 1) \$2,000,000 each occurrence (combined single limit for bodily injury and property damage)
- 2) \$2,000,000 for personal injury liability,
- 3) \$2,000,000 aggregate for products-completed operations 4) \$2,000,000 general aggregate.

B.1.C Automobile Liability Coverages

The following automobile liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles used with minimum limits of:

- 1) \$1,000,000 combined single limit, or
- 2) \$500,000 bodily injury per person, 3) \$1,000,000 bodily injury per accident, and 4) \$500,000 property damaged per accident.

B.1.D Umbrella Liability or Excess Liability Insurance

GBI may require Contractor to carry Umbrella Liability or Excess Liability Insurance for not less than the following limits in excess of the limits provided by Contractor's Commercial General Liability and Auto Liability Policies:

- 1) NA

B.1.E Subcontractor's Public Liability and Property Damage Insurance

In the event Contractor engages any subcontractor, Contractor shall require each and every subcontractor to procure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of its subcontractors in Contractor's policy, as specified above.

B.1.F Indemnification Rider

The following indemnification clause, or one substantially similar and in a form acceptable to GBI must be included in the policy. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless GBI and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article, nor shall the Contractor be responsible to indemnify the GBI for GBI's negligence.

In any and all claims against GBI or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

B.1.G Specific Coverage Required

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

- 1) The GBI, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
- 2) The coverage is Primary and non-contributory to any other applicable insurance carried by the GBI.
- 3) The policy(ies) covers contractual liability.
- 4) The policy(ies) is written on an occurrence basis.
- 5) The policy(ies) covers the GBI's Property in Consultant's care, custody, and control.
- 6) The policy(ies) covers personal injury (libel, slander, and wrongful entry and eviction) liability. 7) The policy(ies) covers explosion, collapse, and underground hazards, fire suppression expense, property damage to forest land due to fire, and property damage to non-owned automobiles and equipment due to fire.

- 8) The policy(ies) covers products and completed operations.
- 9) The policy(ies) covers the use of owned, non-owned, and hired automobiles.
- 10) The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under the project.
- 11) The policy(ies) will not be canceled, nor the above coverages/endorsements reduced without 30 days written notice to GBI at the address above.

B.1.H Certificate Evidencing Insurance

GBI shall be furnished proof of coverage by endorsement or by a policy provision as additional insureds under this Section which shall be dated and contain the following:

- 1) The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date and termination date, and include GBI as an additional insured.
- 2) A statement that the insurer will mail notice to GBI and a copy to the Forest Service at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy. 3) Clearly state all the coverage required in this Section.

I. If Contractor does not comply with the insurance requirements of this Section B.1, GBI may, at his option, provide insurance coverage to protect GBI and Contractor and charge Contractor for the cost of that insurance. The required insurance shall be subject to the approval of GBI, but any acceptance of insurance certificates by GBI shall not limit or relieve Contractor of the duties and responsibilities assumed by it under the project.

B.2 WAIVER OF SUBROGATION

If the policies of insurance referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

B.2.A Damages Caused by Perils Covered by Insurance

GBI and Contractor waive all rights against each other, for damages caused by perils covered by insurance provided under section 6.02 to the extent covered by such insurance except such rights as they may have to

the proceeds of such insurance held by the GBI and Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors (if any).

B.2.B Loss or Damage to Equipment Covered by Insurance

GBI and Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors, if any.

B.2.C Property and Consequential Loss Policies

GBI waives subrogation against the Contractor on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.

B.2.D Additional Insured Without Waiver

GBI shall be an additional insured on all policies of insurance, without waiving any indemnity or limitation under the law.

EXHIBIT C – GENERAL REQUIREMENTS

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C.1 DEFINITIONS

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

- a. **“GBI”** means the Great Basin Institute, its employees acting within the scope of their authority, and its authorized representatives.
- b. **“Change Order”** is a written instrument used for modifying the contract with regards to the scope of Work, contract sum, and/or Contract Time. An approved Change Order is a Change Order signed by the GBI. An executed Change Order is a Change Order signed by both the GBI and the Contractor.
- c. **“Contract”** means the agreement between the GBI and Contractor as memorialized in the Contract Document.
- d. **“Business Entity”** means any individual, business, partnership, joint venture, corporation, sole proprietorship, or other private legal entity recognized by statute.
- e. **“Buyer”** means the GBI’s authorized contracting official.
- f. **“Contract Documents”** comprise the entire agreement between the GBI and the Contractor and can include the GBI’s contract form if used, any purchase order, RFP RFQ or Contractor response packet, and any addenda, appendices and GBI approved changes or amendments. The Contract Documents are intended to be complementary and include all items necessary for the Contractor proper execution and completion of the Work. Any part of the Work not shown or mentioned in the Contract Documents that is reasonably implied or is necessary or usual for proper performance of the Work, shall be provided by the Contractor at its expense.
- g. **“Contractor”** means the Business Entity with whom the GBI enters into a contractual agreement. Contractor shall be synonymous with “supplier”, “vendor”, "consultant" or other similar term.
- h. **“Day”** unless otherwise specified, days are calendar days, measured from midnight to the next midnight.
- i. **“Goods”** means off the shelf software and all types of tangible personal property, including but not limited to materials, supplies, and equipment.
- j. **“Project Manager”** shall be the GBI designated individual responsible for administering and interpreting the terms and conditions of the Contract Documents, for matters relating to the Contractor performance under the Contract with the GBI, and for liaison and coordination between the GBI and Contractor.

- k. **“Work”** means all labor, tasks, materials, supplies, and equipment required to properly fulfill the Contractor obligations as required in the Contract Documents.
- l. **“Work Day”** unless otherwise specified, work day includes all days of the year except Saturdays, Sundays and GBI holidays.
- m. **“Stewardship Project Area (SPA)”** comprises all contracted units.

C.2 CONTRACTOR FINANCIAL OBLIGATION

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

C.3 MATERIAL AND WORKMANSHIP

- a. All work shall be done and completed in a thorough, workmanlike manner, notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. The Project Manager may, by appropriate instructions, correct errors and omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents.
- b. All work must be satisfactory to the Project Manager. Work not in accordance with the Contract Documents, in the opinion of the Project Manager, shall be made to conform.

C.4 DEFECTIVE WORK

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

C.5 SAFETY AND ACCIDENT PREVENTION

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

C.6 CHARACTER OF WORKFORCE

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

C.7 EMPLOYMENT OF APPRENTICES

- a. In the performance of the contract, the Contractor and any Subcontractor shall comply with the provisions concerning the employment of apprentices in Section 1777.5 of the Labor Code and any amendments thereof.
- b. In the event the Contractor or any Subcontractor willfully fails to comply with the aforesaid section, such Contractor or Subcontractor shall be subject to the penalties for noncompliance in Labor Code, Section 1777.7.

C.8 CHANGES

- a. Changes in the Work can only be made in writing signed by an authorized employee of the GBI. If the change causes an increase or decrease in the contract sum, or a change in the time for performance under the Contract, an adjustment may be made as determined by the Project Manager.
- b. The GBI reserves the right to make changes in the design of materials, equipment, or machinery, to make alterations or additions to or deviations or subtractions from the Contract and any specifications and drawings, to increase or decrease the required quantity of any item or portion of the Work or to omit any item or portion of the Work, as may be deemed by the Project Manager to be necessary or advisable and to order such extra work as may be determined by the Project Manager to be required for the proper execution and completion of the whole Work contemplated. Any such changes will be ordered in writing by the Project Manager. The determination of the Project Manager on all questions relating to changes, including extra work, shall be conclusive and binding.
- c. Prior to issuing an amendment or change to the Contract, the Project Manager may request that the Contractor submit a proposal covering the changes. Within 10 business days of receiving the request, the Contractor shall submit its proposal to the Project Manager of all costs associated with the proposed amendment or change and any request for an extension of Contract time. Contractor proposal shall include detailed estimates with cost breakdowns, including labor, material, equipment, overhead, and profit. Labor shall be broken down into hours and rate per hour. If applicable, the proposal shall include a breakdown for off-site labor (including factory labor, engineering, etc.). The Contractor proposal shall include an analysis of schedule impact when the Contractor is requesting an adjustment in contract time. The Contractor shall be responsible for any delay associated with its failure to submit its change proposal within the time specified. If the Project Manager decides not to issue an amendment or change after requesting a proposal from the Contractor, the Contractor will be

notified in writing. The Contractor is not entitled to reimbursement for Change Order preparation costs if the Contractor proposal is not accepted by the Project Manager.

- d. If the Contractor agrees with the terms and conditions of the approved Change Order, the Contractor shall indicate its acceptance by signing the original copy and returning it to the Project Manager within 10 Work Days after receipt or with reasonable promptness and in such sequence as to not delay the Work or activities of the GBI or of separate Contractors, whichever is sooner. If notice of any change is required to be given to a surety by the provisions of any bond, the Contractor shall provide notice and the amount of each applicable bond shall be adjusted separately. Payment in accordance with the terms and conditions set forth in the executed Change Order shall constitute full compensation for all Work included in the Change Order and the GBI will be released from any and all claims for direct, indirect, and impact expenses and additional time impact resulting from the Work. If the Contractor disagrees with the terms and conditions of the approved Change Order, the Contractor shall indicate specific areas of disagreement and return the approved Change Order to the Project Manager with a detailed written dispute. No payment will be made on the disputed work until the approved Change Order is returned to the Project Manager. However, whether or not the Contractor agrees with the terms and conditions of an approved Change Order, the Contractor shall immediately revise its sequence of operations as required to facilitate timely completion of the changed work and shall proceed with the revised work sequence.
- e. The Project Manager may, after having received a written cost quotation from the Contractor, order the Contractor, in writing, to proceed with the work prior to issuance of an approved Change Order through a change directive. The change directive will authorize the Contractor to proceed with the work subject to the cost quotation submitted by the Contractor. Within five days following receipt of the change directive, the Contractor shall submit a detailed change proposal documenting the amount of compensation. The Project Manager will review the change proposal and, at its option, will either issue an approved Change Order for the work or direct the Contractor to perform the work through Force Account. Until the method of compensation is determined, and the approved Change Order is received, the Contractor shall keep full and complete time and material records of the cost of the ordered work and shall permit the Project Manager to have access to such records. An approved Change Order shall supersede any previously issued written change directive covering the same Work.

C.9 EFFECT OF EXTENSIONS OF TIME

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

C.10 DELAYS

The Contractor shall take reasonable precautions to foresee and prevent delays to the Work. When the Contractor foresees a delay event, and upon the occurrence of a delay event, the Contractor shall immediately

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

- a. For inexcusable delays (delays caused by circumstances within the Contractor control, the control of its Subcontractors or supplies of any tier, or within the scope of the Contractor contract responsibilities) the Contractor shall not be entitled to an extension of time or additional compensation for any loss, cost, damage, expense or liability resulting directly or indirectly from the inexcusable delay.
- b. For excusable delays (delays to completion of the Work within the time limits set forth in the Contract Documents directly caused by events beyond the control of both the Contractor and the GBI, which delay is not concurrent with an inexcusable delay and which could not have been avoided by the Contractor through reasonable mitigation measures).
- c. For compensable delays (delays to completion of the Work within the time limits set forth in the Contract Documents that could not be avoided by Contractor mitigation, caused directly and solely by the GBI or by causes within the exclusive control of the GBI, and which were not concurrent with any other type of delay) the Project Manager will grant the Contractor an extension of the time to perform under the Contract and compensation in an amount that represents the Contractor actual direct costs incurred as a direct result of the compensable delay. The Contractor may recover its direct costs only and may not recover (and waives) all other types of indirect, consequential, special and incidental damages.
- d. For concurrent delays (two or more independent causes of delay directly preventing the Contractor from completing the Work within the time limits set forth in the Contract Documents where the delays occur at the same time during all or a portion of the delay period being considered, and where each of the delays would have caused delay to the Contractor even in the absence of any of the other delays, and none of the delays could have been avoided by Contractor mitigations) the following rules apply:

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

C.11 TERMINATION

C.11.A Termination by GBI for Cause:

- a. GBI may terminate the Contractor right to proceed under the Contract, in whole or in part, for cause at any time after the occurrence of any of the following events, each of which constitutes a default:
 1. The Contractor becomes insolvent or files for relief under the bankruptcy laws of the United States.
 2. The Contractor makes a general assignment for the benefit of its creditors or fails to pay its debts as the same becomes due.
 3. A receiver is appointed to take charge of the Contractor property.
 4. The Contractor fails to supply skilled supervisory personnel, an adequate number of properly skilled workers, proper materials, or necessary equipment to prosecute the Work in accordance with the Contract Documents.
 5. The Contractor fails to make progress so as to endanger performance of the Work within the contractually required time.
 6. The Contractor disregards legal requirements of agencies having jurisdiction over the Work, the Contractor, or the GBI.
 7. The Contractor fails to provide the GBI with a written plan to cure a GBI identified default within five business days after the GBI's request for a plan to cure; the GBI does not accept the Contractor plan for curing its default; or the Contractor does not fully carry out an accepted plan to cure.
 8. The Contractor abandons the Work. Abandonment is conclusively presumed when the GBI requests a written plan to cure a default and the Contractor does not submit the plan within five business days of the GBI's request.
 9. The Contractor materially fails to meet its obligations in accordance with the Contract Documents.
 10. The Contractor is in default of any other material obligation under the Contract Documents.
- b. If any of the above events occur, the GBI may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the GBI within 5 business days of the request and must include a realistic, executable plan for curing the noted defaults.

- c. Upon any of the occurrences referred to in Article 18.a.i. above, the GBI may, at its election and by notice to the Contractor, terminate the Contract in whole or in part; accept the assignment of any or all of the subcontracts; and then complete the Work by any method the GBI may deem expedient. If requested by the GBI, the Contractor shall remove any part or all of the Contractor materials, supplies, equipment, tools, and machinery from the site of the Work within seven days of such request; and, if the Contractor fails to do so, the GBI may remove or store, and after 90 days sell, any of the same at the Contractor expense.
- d. No termination or action taken by the GBI after termination shall prejudice any other rights or remedies of the GBI provided by law or by the Contract Documents.
- e. Conversion: If, after termination for other than convenience, it is determined that the Contractor was not in default or material breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Article 18.b. below.

C.11.B Termination by GBI for Convenience

- a. The GBI may, at its option, and for its convenience, terminate the Contract at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the GBI shall pay the Contractor as set forth below
- b. Upon receipt of a notice of termination for convenience, the Contractor shall, unless the notice directs otherwise, do the following:
 - 1. Immediately discontinue its performance of the Contract to the extent specified in the notice.
 - 2. Place no further orders or subcontracts for materials, equipment, services, or facilities, except as may be necessary for completion of a portion of the Work that is not discontinued or that is necessary for an orderly cessation of the Work.
 - 3. Promptly cancel, on the most favorable terms reasonably possible, all subcontracts to the extent they relate to the performance of the discontinued portion of the Work.
 - 4. Thereafter, do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment in transit to or on the site of performance. Including completing all resource protections that would otherwise be necessary for the closure of this agreement. Such as closing landings, equipment trails, temporary roads, etc. to the satisfaction of both the GBI and the Forest Service.
- c. Upon such termination for convenience, the GBI will pay to the Contractor the sum of the following:

1. The amount of the contract sum allocable to the portion of the Work properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.
 2. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Work.
 3. Any proven losses with respect to materials and equipment directly resulting from the termination.
 4. Reasonable demobilization costs.
- d. The above reimbursement is the sole and exclusive remedy to which the Contractor is entitled in the event the contract is terminated for convenience; and the Contractor expressly waives any other claims, damages, demands, compensation, or recovery related to this contract or project. The Contractor agrees to sign a general release incorporating this waiver.

C.11.C Effect of Termination

Upon termination, the obligations of the Contract shall continue as to portions of the Work already performed and, subject to the Contractor obligations under Article 18.b.ii, as to bona fide obligations assumed by the Contractor prior to the date of termination.

C.11.D Force Majeure

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

C.12 DAMAGES

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

C.13 ORDER OF PRECEDENCE

- a. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence is as follows. Within the same order of precedence, specific requirements shall take precedence over general requirements.
 - i. Approved Change Orders
 - ii. Addenda
 - iii. RFQ or RFP.
 - iv. Referenced Standard Specifications and Drawings
 - v. Contractor Response Packet

C.14 INDEMNIFICATION/RESPONSIBILITY

- a. Contractor shall indemnify, keep and save harmless the GBI and each of its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
 - i. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance or implementation of this Contract; or
 - ii. Any allegation that materials or services developed, provided or used for this Contract infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.
- b. Contractor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the GBI or any of the other agencies or individuals enumerated above in any such action, Contractor shall, at its expense, satisfy and discharge the same.
- c. This indemnification shall survive termination or expiration of the Contract.

C.15 PROHIBITION OF ASSIGNMENT

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

C.16 NEWS RELEASES

The Contractor, its employees, subcontractors, and agents shall not refer to the GBI, or use any logos, images, or photographs of the GBI for any commercial purpose, including, but not limited to, advertising,

promotion, or public relations, without the GBI's prior written consent. Such written consent shall not be required for the inclusion of the GBI's name on a customer list.

C.17 TRANSFER OF INTEREST

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

C.18 SEVERABILITY

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

C.19 COVENANT AGAINST GRATUITIES

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

C.20 RIGHTS AND REMEDIES OF THE GBI

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

C.21 WAIVER OF RIGHTS

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

C.22 CONFIDENTIALITY

Contractor agrees to maintain in confidence and not disclose to any person or entity, without the GBI's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the GBI. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of the Contract. The covenants contained in this paragraph shall survive the termination of this Contract for whatever cause.

EXHIBIT D – SERVICE CONTRACT ACT LABOR STANDARDS

TMU-26-CAT-01: Cathedral Cut-to-Length

29 CFR 4.6 (up to date as of 9/29/2025)
Labor standards clauses for Federal service contracts exceeding \$2,500.

29 CFR 4.6 (Sept. 29, 2025)

This content is from the eCFR and is authoritative but unofficial.

Title 29 –Labor

Subtitle A –Office of the Secretary of Labor

Part 4 –Labor Standards for Federal Service Contracts

Subpart A –Service Contract Labor Standards Provisions and Procedures

Authority: 41 U.S.C. 351 et seq.; 41 U.S.C. 38 and 39; 5 U.S.C. 301; Pub. L. 104-188, 2105(b); Pub. L. 110-28, 121 Stat. 112; Secretary's Order 01-2014 (Dec. 19, 2014), 79 FR 77527 (Dec. 24, 2014).

Source: 48 FR 49762, Oct. 27, 1983, unless otherwise noted.

Editorial Note: Nomenclature changes to part 4 appear at 61 FR 19984, May 3, 1996.

§ 4.6 Labor standards clauses for Federal service contracts exceeding \$2,500.

The clauses set forth in the following paragraphs shall be included in full by the contracting agency in every contract entered into by the United States or the District of Columbia, in excess of \$2,500, or in an indefinite amount, the principal purpose of which is to furnish services through the use of service employees:

- (a) Service Contract Act of 1965, as amended: This contract is subject to the Service Contract Act of 1965, as amended (41 U.S.C. 351 et seq.) and is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor issued thereunder (29 CFR part 4).
- (b)
 - (1) Each service employee employed in the performance of this contract by the contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or authorized representative, as specified in any wage determination attached to this contract.
 - (2)
 - (i) If there is such a wage determination attached to this contract, the contracting officer shall require that any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this section.
 - (ii) Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class of employee. A written report of the proposed conforming action, including information regarding the agreement or disagreement of the authorized representative of the employees involved or, where there is no authorized representative, the employees themselves, shall be submitted by the contractor to the contracting officer no later than 30 days after such unlisted class of employees performs any contract work. The contracting officer shall review the proposed action and promptly submit a report of the action, together with the agency's recommendation and all pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor,

29 CFR 4.6(b)(2)(ii) (enhanced display)

page 1 of 8

for review. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the contracting officer within 30 days of receipt that additional time is necessary.

- (iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the contracting officer who shall promptly notify the contractor of the action taken. Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination.
- (iv)
 - (A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.
 - (B) In the case of a contract modification, an exercise of an option or extension of an existing contract, or in any other case where a contractor succeeds a contract under which the classification in question was previously conformed pursuant to this section, a new conformed wage rate and fringe benefits may be assigned to such conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the contractor shall advise the contracting officer of the action taken but the other procedures in paragraph (b)(2)(ii) of this section need not be followed.
 - (C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.
 - (v) The wage rate and fringe benefits finally determined pursuant to paragraphs (b)(2)(i) and (ii) of this section shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

- (vi) Upon discovery of failure to comply with paragraphs (b)(2)(i) through (v) of this section, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class of employees commenced contract work.
- (3) If, as authorized pursuant to section 4(d) of the Service Contract Act of 1965 as amended, the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees shall be subject to adjustment after 1 year and not less often than once every 2 years, pursuant to wage determinations to be issued by the Wage and Hour Division of the Department of Labor as provided in such Act.
- (c) The contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined conformably thereto by furnishing any equivalent combinations of bona fide fringe benefits, or by making equivalent or differential payments in cash in accordance with the applicable rules set forth in subpart D of 29 CFR part 4, and not otherwise.
- (d)
 - (1) In the absence of a minimum wage attachment for this contract, neither the contractor nor any subcontractor under this contract shall pay any person performing work under the contract (regardless of whether they are service employees) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this provision shall relieve the contractor or any subcontractor of any other obligation under law or contract for the payment of a higher wage to any employee.
 - (2) If this contract succeeds a contract, subject to the Service Contract Act of 1965 as amended, under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreements, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of § 4.1b(b) of 29 CFR part 4 apply or unless the Secretary of Labor or his authorized representative finds, after a hearing as provided in § 4.10 of 29 CFR part 4 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in § 4.11 of 29 CFR part 4, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's-length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law

Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract. 53 Comp. Gen. 401 (1973). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

- (e) The contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.
- (f) The contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the contractor or subcontractor which are unsanitary or hazardous or dangerous to the health or safety of service employees engaged to furnish these services, and the contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR part 1925.
- (g)
 - (1) The contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each employee subject to the Act and shall make them available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:
 - (i) Name and address and social security number of each employee.
 - (ii) The correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of fringe benefit payments in lieu thereof, and total daily and weekly compensation of each employee.
 - (iii) The number of daily and weekly hours so worked by each employee.
 - (iv) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.
 - (v) A list of monetary wages and fringe benefits for those classes of service employees not included in the wage determination attached to this contract but for which such wage rates or fringe benefits have been determined by the interested parties or by the Administrator or authorized representative pursuant to the labor standards clause in paragraph (b) of this section. A copy of the report required by the clause in paragraph (b)(2)(ii) of this section shall be deemed to be such a list.
 - (vi) Any list of the predecessor contractor's employees which had been furnished to the contractor pursuant to § 4.6(l)(2).
 - (2) The contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

- (3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of the Department of Labor and notification of the contractor, shall take action to cause suspension of any further payment or advance of funds until such violation ceases.
- (4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (h) The contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or Regulations, 29 CFR part 4), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (i) The contracting officer shall withhold or cause to be withheld from the Government prime contractor under this or any other Government contract with the prime contractor such sums as an appropriate official of the Department of Labor requests or such sums as the contracting officer decides may be necessary to pay underpaid employees employed by the contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the agency may, after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of these clauses relating to the Service Contract Act of 1965, may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost.
- (j) The contractor agrees to insert these clauses in this section relating to the Service Contract Act of 1965 in all subcontracts subject to the Act. The term *contractor* as used in these clauses in any subcontract, shall be deemed to refer to the subcontractor, except in the term *Government prime contractor*.
- (k)
 - (1) As used in these clauses, the term *service employee* means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in part 541 of title 29, Code of Federal Regulations, as of July 30, 1976, and any subsequent revision of those regulations. The term *service employee* includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.
 - (2) The following statement is included in contracts pursuant to section 2(a)(5) of the Act and is for *informational purposes only*:

The following classes of service employees expected to be employed under the contract with the Government would be subject, if employed by the contracting agency, to the provisions of 5 U.S.C. 5341 or 5 U.S.C. 5332 and would, if so employed, be paid not less than the following rates of wages and fringe benefits:

Employee class	Monetary wage-fringe benefits
----------------	-------------------------------

(l)

- (1) If wages to be paid or fringe benefits to be furnished any service employees employed by the Government prime contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government prime contractor shall report such fact to the contracting officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance, such agreements shall be reported promptly after negotiation thereof.
 - (2) Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a contractor (predecessor) or successor (§ 4.173 of Regulations, 29 CFR part 4), the incumbent prime contractor shall furnish to the contracting officer a certified list of the names of all service employees on the contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor contractors of each such service employee. The contracting officer shall turn over such list to the successor contractor at the commencement of the succeeding contract.
- (m) Rulings and interpretations of the Service Contract Act of 1965, as amended, are contained in Regulations, 29 CFR part 4.
- (n)
- (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Act.
 - (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract pursuant to section 5 of the Act.
 - (3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

- (o) Notwithstanding any of the clauses in paragraphs (b) through (m) of this section relating to the Service Contract Act of 1965, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Public Law 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:
- (1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical, or mental deficiency or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Service Contract Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of that Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR parts 520, 521, 524, and 525).
 - (2) The Administrator will issue certificates under the Service Contract Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR parts 520, 521, 524, and 525).
 - (3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in parts 525 and 528 of title 29 of the Code of Federal Regulations.
- (p) Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the contractor as to his entire work force under the registered program.
- (q) Where an employee engaged in an occupation in which he or she customarily and regularly receives more than \$30 a month in tips, the amount of tips received by the employee may be credited by the employer against the minimum wage required by Section 2(a)(1) or 2(b)(1) of the Act to the extent permitted by section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR part 531. To utilize this proviso:
- (1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;
 - (2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);
 - (3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit;

- (4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.
- (r) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 4, 6, and 8. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(The information collection, recordkeeping, and reporting requirements contained in this section have been approved by the Office of Management and Budget under the following numbers:

Paragraph	OMB Control No.
(b)(2)(i)-(iv)	1235-0007
(e)	1235-0007
(g)(1)(i)-(iv)	1235-0007
	1235-0018
(g)(1)(v)-(vi)	1235-0007
(l)(1), (2)	1235-0007
(q)(3)	1235-0007

[48 FR 49762, Oct. 27, 1983; 48 FR 50529, Nov. 2, 1983, as amended at 61 FR 68663, Dec. 30, 1996; 82 FR 2224, Jan. 9, 2017]

EXHIBIT E – USFS APPENDIX E – SCHEDULE OF ITEMS AND SPECIFICATIONS**APPENDIX E
SCHEDULE OF ITEMS
AND
SPECIFICATIONS****SCHEDULE OF ITEMS:**

Item Number	Description	Unit of Measure	Quantity	Unit Price \$	Total \$
South Lake Tahoe Fuels Reduction					
Cathedral Cut-to-Length IRSC					
1	Cut-to-Length (CTL) Thinning Treatment Units 1008, 2008, 3008, 17, 21, 22, and 24. CTL Thinning Treatment: Cutting, skidding/forwarding, processing of sawlogs, and borate stump treatment.	Acre	166.9		
2	CTL Fuels and Biomass Treatment Units 1008, 2008, 3008, 17, 21, 22, and 24. CTL Fuels Treatment: Cutting and removal of snags and small trees, along with removal, mastication, piling, or lopping & scattering of activity fuels and concentrations of downed fuels.	Acre	166.9		
3	Removal of Biomass at Landings	TONS (green)	2,334		

Item Number	Description	Unit of Measure	Quantity	Unit Price \$	Total \$
South Lake Tahoe Fuels Reduction					
Cathedral Cut-to-Length IRSC					
	Units 1008, 2008, 3008, 17, 21, 22, and 24.				
4	Road Maintenance and Erosion Control Estimated Temp Road (.2mi) Estimated System Road (2.5mi) Units 1008, 2008, 3008, 17, 21, 22, and 24.	Job	1.00		
TOTAL					

SPECIFICATIONS. All tasks below will be following the management requirements listed in the South Tahoe Fuels Treatment Project Decision Memo.

Item 1: Cathedral Cut-to-Length (CTL)

Units 1008, 2008, 3008, 17, 21, 22, and 24.

CTL Thinning Treatment: Removal of sawlog and biomass material, and borate stump treatment.

Cut-to-Length Specifications: Work activities shall be accomplished utilizing a cut-to-length harvester and a log forwarder operating over dry ground or over-the-snow. The Contractor shall have at least one rubber-tire harvester and one rubber-tire log forwarder for operating within stream environment zones where no tracked equipment shall be allowed. Tracked equipment shall be allowed for treatment areas outside of stream environment zones. Operations on slash mats in an SEZ is required, operation on slash mat in upland is preferred to reduce impacts to soils. This item contains the cutting, skidding/forwarding, and processing of sawlog trees. All harvesting and forwarding equipment used in Unit 22 shall be equipped with rubber tires or otherwise be equipped to avoid damage to the paved roads required to be accessed within Unit 22. This GBI requirement supplements, and does not replace, the equipment requirements contained in the Forest Service appendices.

Item 2: Cathedral Cut-to-Length (CTL)

Units 1008, 2008, 3008, 17, 21, 22, and 24.

CTL Fuels Treatment: Cutting and removal of snags, along with removal, piling, or lopping & scattering of activity and concentrations of downed fuels.

Cut-to-Length stands require the mastication, chipping, or lopping and scattering of slash and other biomass

materials along with the whole tree removal of small trees along with the tops and limbs of larger trees. Operations on slash mats in an SEZ is required, operation on slash mat in upland is preferred to reduce impacts to soils.

Fuels treatment includes the treatment of existing and contractor generated slash and biomass material. This includes the cutting of snags and treatment of concentrations of down fuels and other contractor generated slash. Slash and biomass will be removed to landings or treated according to the below specifications.

Specifications for Item 2:

Slash type	Upland Areas	Wetlands and Stream course Buffers
Biomass: Green Biomass 3.0-9.9" DBH	Remove. Reference F.8a Designation by prescription (DxP).	Remove. Reference F.8a Designation by prescription (DxP).
Biomass: Green biomass 24" tall – 2.9" DBH	Masticate/chip. If masticated/chip depths will exceed 6.0" or mastication is not feasible, pile or lop & scatter on approval.	Lop and scatter. If lop and scatter depths exceed 18.0" remove to upland areas and treat according to upland area specifications.
Activity slash: Tops and limbs	Remove material at least 3.0" dia., 6' long. Remaining can be masticated/chipped. If masticated/chip depths will exceed 4.0" or mastication is not feasible, pile or lop & scatter on approval.	Remove material at least 3.0" dia., 6' long. Remaining can be lopped and scattered. If lop and scatter depths exceed 18.0" remove to upland areas and treat according to upland area specifications.
Existing slash: Snags	Remove sound material 3.0-29.9" diameter and 6' long if not needed for down log requirement. Material not removed will be masticated, chipped or piled on approval where concentrations of fuels exist.	Remove sound material 3.0-29.9" diameter and 6' long if not needed for down log requirement. Remaining can be lopped and scattered. If lop and scatter depths exceed 18.0" remove to upland areas and treat according to upland area specifications.
Existing slash: Down Logs	Retain or redistribute throughout stand to meet down log requirement. Remove sound material 3.0-29.9" diameter and 6' long in excess of down log requirement. Material not removed will be masticated, chipped or piled on approval where concentrations of fuels exist.	Retain or redistribute throughout stand to meet down log requirement. Remove sound material 3.0-29.9" diameter and 6' long in excess of down log requirement. Material not removed will be moved to upland areas and treated according to upland area specifications.

Item 3: Removal of Slash at Landings from Cathedral Cut-to-Length (CTL)

Units 1008, 2008, 3008, 17, 21, 22, and 24.

It is the intent of this project to either remove or dispose of as much slash generated from operations as possible so as to limit the amount of post contract government slash burning. Biomass that is yarded to landings (small trees, snags, limbs, tops, dead and down) shall be removed or chipped by the Contractor.

Item 4: Road Maintenance and Erosion Control, Cathedral Cut-to-Length

Units 1008, 2008, 3008, 17, 21, 22, and 24.

Road Maintenance and Erosion Control: The following is intended as a set of operating conditions and erosion control needs for the use of roads, landings, and forwarding trails within summer or winter operating seasons. Included in this Item is equipment mobilization, the costs associated with seasonal move-in and move-out requirements, and the construction of temporary roads. Ground disturbing work cannot begin in any unit until FS personnel have determined operable soil conditions exist. Work must be in compliance with all applicable Best Management Practices (BMPs), applicable water quality Resource Protection Measures from

the Timber Waiver Permit, and the LTMBU Agreement for Wet Weather Operations and Operations Outside Normal Operating Season.

Contractor shall perform specified road maintenance and erosion control activities, which includes but not limited to road blading, drainage maintenance, preventative maintenance, and dust abatement on designated Forest Roads, and any unnumbered newly constructed roads, channel crossings, landings, forwarder trails, existing non-system roads and existing and new temporary roads.

Water for performing road maintenance may be obtained from hydrants in the project vicinity. The contractor is responsible for obtaining a water use permit, encroachment permit, and permission for use of county/city/state/private roads. Specific road maintenance and erosion control requirements for temp roads/landings are listed below. Ripping of landings and temporary roads is not permitted in known noxious weed sites and in rocky soils.

A slash mat or construction of temporary crossings will be required when crossing areas of wet soils or stream courses in Stream Environment Zones. Equipment will not be required to operate over a slash mat outside of wet Stream Environment Zones, but where a slash mat is not present on equipment trails, water bars shall be installed upon completion of use of each equipment trail.

There are an estimated 2.5 miles of system roads requiring maintenance and erosion control.
There is an estimated 0.2 mile temporary road needing construction.

EXHIBIT F – USFS APPENDIX F – TIMBER REMOVAL SPECIFICATIONS

APPENDIX F

Timber Removal Specifications: Cathedral Cut-to-Length

F.1 - Location and Area

This Stewardship Project Area of: Cathedral Cut-to-Length	166.9 Acres more or less are located in: South Tahoe Fuels Treatment NEPA	<i>MDM</i> <i>T. 12N, R. 17E Sections 1 and 12</i> <i>T. 12N, R. 18E Sections 7, 9, 10, 15, 17 and 18.</i> <i>T. 13N, R. 17E, Sections 25, 34, and 36.</i>
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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 (dbh) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	Net Merchantability Factor <u>1</u> /
Jeffrey Pine	Sawtimber	1810	Tons	10	1	10	6.0	12
Incense Cedar	Sawtimber	124	Tons	10	1	10	6.0	12
White Fir	Sawtimber	546	Tons	10	1	10	6.0	12
All Species	Small Tree/Snags (Biomass)	1,720	Tons	3	1	6	1.0	
Lodgepole Pine Sawlog	Biomass	614	Tons	10	1	10	6.0	12
Total Quantity Sawlog		2480	Tons					
Total Quantity Biomass		2334	Tons					

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

F.3 - High Stumps, Yarding		
Species	Product	Maximum Stump Height (inches)
All Species	Sawtimber All Units Biomass	Maximum 6 inches or 4 inches above natural obstacles (e.g. Rocks). Maximum 6 inches or 4 inches above natural obstacles (e.g. Rocks).

F.5 - Timber Rates

Payment Unit Number	Approximately Acres					Rate of Payment \$/UOM	Required Deposit per unit of measure
		Species	Product	Quantity	Unit of Measure		
1	166.9	All	01	2,480	Tons	\$0.10	\$248
Additional Species		Biomass	20	2,334	Tons	\$0.10	\$233.4

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	All	166.9
Designation by Prescription.	All	166.9

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 / Subunit	Paint Color	Designation
17, 21, 22, 24, 2008	Orange	Marked with two vertical dots at and above DBH facing inside the unit with a single directional dot on each side of the tree facing the next boundary tree + Pink and Blue Flagging.
1008 & 3008	Orange & Virtual	Marked with two vertical dots at and above DBH facing inside the unit with a single directional dot on each side of the tree facing the next boundary tree + Pink and Blue Flagging. Green Flagging for virtual shared boundary with 1008. Virtual boundary along meadows edge.

F.8 - Tree Designation/Prescriptions

Unit/Subdivision/ Area/Payment Unit	Tree Paint Color	Designation or specification
Agreement Area	Blue H	<u>Hazard Tree.</u> All dead and unstable live trees which are leaning towards a road or are otherwise hazardous to a road, and are sufficiently tall to reach Contractor's landings or the roadbed of National Forest System roads within Contract Area, shall be felled by Contractor when Marked in the specified paint color above and below stump height by GBI or USFS Contract Administrator in advance of felling any other timber in the vicinity. Pieces meeting utilization standards from such dead and unstable live trees shall be removed unless Contractor is notified in writing that removal would cause unacceptable damage to areas requiring special protection such as residual timber, roads, administrative sites, streamside management zones, and areas identified on contract area map or on the ground.
All Units (Sawlog and large Snags)	Blue	<u>Individual Tree Mark.</u> Individual trees are designated for cutting <u>only</u> if marked above and below stump height with Blue paint.

Unit/Subdivision/ Area/Payment Unit	Tree Paint Color	Designation or specification
All Units	Orange	Leave tree mark. Leave trees are Marked above and below stump height with the specified paint color. Contract Area Map indicates areas plainly identified on the ground where leave trees are marked to be left uncut.
All Units	Orange	<u>Wildlife Trees.</u> Notwithstanding the designation for cutting, trees which are identified by standard Forest Service metal wildlife tree sign or painted with the specified paint color on the uphill and downhill side, shall be left uncut. In event such trees are destroyed in contractor's operations, Forest Service may designate alternate trees to be saved.
Contract Area or All Units	Black	<u>Marked Out Trees.</u> When it is necessary to delete previously marked trees, an unique tree marking paint color will be marked over or adjacent to the original mark, but will not obscure the original marking. Trees Marked with the original marking paint color and the unique tree marking paint color are not Included Timber.
17, 21, 22, 25, 1008, 2008		Designation by prescription, F.8a
3008		Designation by species and diameter, F.8b

F.8a – Designation by Prescription (DxP)

Within Subdivision(s) or cutting units(s) 17, 21, 22, 24, 1008, 2008 as shown on Sale Area Map, the following criteria describing the desired end results shall be used by Purchaser to designate trees and other products for cutting and removal that meet Utilization Standards:

- (a) Trees meeting sawtimber utilization specifications shall be cut only if marked with blue tracer paint unless otherwise agreed.

Live conifer trees meeting biomass specifications (24” in height – 9.9” DBH) shall be cut to meet the retention requirement shown in the table below. Small tree retention is expected to occur spread out across the acre/unit, outside the drip line of remaining unmarked trees, promoting natural regeneration while reducing future ladder fuels and dense clumping.

Snags (up to 19.9” DBH) shall be cut to remove hazards to roads, trails, private property, and to meet the retention requirement shown in the table below.

Snags 20” DBH and larger shall be cut only if marked with blue tracer paint, unless otherwise agreed.

Aspen trees are not designated for cutting, however, cutting of Aspen up to 10” DBH is permitted to allow for the safe removal of conifers designated for removal. Aspen are known to be present in units 17, 21, 22, and 24. Approximate locations of aspen stands are shown on the Contract Area Map, but other aspen trees needing protection may be present within the Contract Area. In the event a large Aspen tree needs to be removed to allow for conifer removal, it may be done by agreement only.

The following chart lists, by individual unit, the desired retention amounts of small trees and snags as trees per acre (TPA) along with relevant comments about each unit.

Unit #	Layout Acres	Small Conifer Tree Retention (live trees 24” in height – 9.9” DBH)	Snag Retention	Comments
17	30.7	10 TPA outside Aspen stands Removal all small trees within Aspen where possible.	Retain an average of 3-6 of the largest snags per acre, remove all excess snags less than 20 DBH, do not cut snags >20 DBH unless marked as a hazard by the Forest Service	Osprey zone in the south. Osprey LOP.
21	15.6	21N: Remove all JP, WF, LP Biomass 21S: Retain all Biomass	Retain an average of 3-6 of the largest snags per acre, remove all excess snags less than 20 DBH, do not cut snags >20 DBH unless marked as a hazard by the Forest Service	Expansive SEZ network.
22	5.2	10 – 15 TPA	Retain an average of 5-8 of the largest snags per acre, remove all excess snags less than 20 DBH, do not cut snags >20 DBH unless marked as a hazard by the Forest Service	Goshawk PAC

Unit #	Layout Acres	Small Conifer Tree Retention (live trees 24" in height – 9.9" DBH)	Snag Retention	Comments
24	38.9	10 – 15 TPA Remove all conifer from Aspen.	Retain an average of 3-6 of the largest snags per acre, remove all excess snags less than 20 DBH, do not cut snags >20 DBH unless marked as a hazard by the Forest Service	Osprey to the west.
1008	25.6	Retain 5 – 10 TPA	Retain an average of 3-6 of the largest snags per acre, remove all excess snags less than 20 DBH, do not cut snags >20 DBH unless marked as a hazard by the Forest Service	Contains 3008 subunit and meadow virtual boundary.
2008	50.9	Retain 10 TPA Remove all small conifer trees from meadow designated on map.	Retain an average of 3-6 of the largest snags per acre, remove all excess snags less than 20 DBH, do not cut snags >20 DBH unless marked as a hazard by the Forest Service	

F.8b– Designation By Species And Diameter – Unit 3008 only, Aspen Restoration.

Trees that meet Utilization Standards are designated for cutting, as shown on the Tree Designation Table and Sale Area Map, except trees Marked with **orange** color paint or described to be left uncut.

Tree Designation Table

Subdivision(s) or Cutting Unit(s)	Designated Species	More than Diameter (inches)	Less than Diameter (inches)
3008	All Conifers (live and dead)	1	25

All **hardwood species** shall be left as leave trees, unless Marked with **blue** color paint. Other trees that shall be left uncut are Marked with **orange** color paint.

Diameters are measured outside bark at **54** inches above ground on the uphill side of the tree. Diameters shall be measured using a “diameter equivalents of circumference” tape measure, caliper, electronic laser method or equivalent method by agreement.

F.8c – Acceptance of Work

Upon purchaser’s written request and assurance that Designation by prescription (DxP) end results has been completed in a unit in accordance with F.8a - DESIGNATION BY PRESCRIPTION (07/2022), the Forest Service shall perform an inspection within 5 days, excluding weekends and federal holidays, so as not to delay unnecessarily the progress of Purchaser’s operations. Such a request will be for acceptance of end results of Purchaser’s operations. Within 2 days of inspection, excluding weekends and Federal holidays, Forest Service may perform such inspections without request from Purchaser. Unless otherwise agreed in writing, procedures for inspecting Contractor marking under F.8a are as follows:

All units will be individually inspected by GBI, and may be inspected by the Forest Service:

Each individual unit will be considered an inspection unit. Each inspection unit will pass or fail individually and results will be documented on a R5 2400-181.

Inspections will include the following:

Visual walkthrough assessment for missed hazard tree snags along trails, roads, and private property.

Fixed radius plots and unit walkthroughs will be used to accept biomass and snag treatments.

Fixed radius plots will be 1/10th an acre, spaced on a regular grid with a minimum of 5 plots in each unit.

Fixed radius plots will be pass / fail.

The following factors shall be inspection criteria for pass/fail:

1. Small tree retention density and location is aligned with unit prescription.
 - a. Small tree stumps will be used to assess starting volume against retained volume.

2. Snag density falls within unit prescription range.
3. All sawtimber trees and large snags marked with blue tracer paint have been cut. No stumps indicate that sawtimber or large snag trees not designated for cutting have been cut.

Plots may be completed as logging progresses in any unit; along with walk-through inspections.

In order for a unit to pass inspection, a minimum of 80 percent of the plots shall be acceptable.

Plot centers will be marked on the ground and above DBH with a Pink flag with the plot number written on it & location GPS mapped for future reference. The same plot center will be used for both the variable and fixed plots. Fixed plots will be circular.

F.9 - Control of Operations

Under this agreement, the “Contractor’s operations” shall include activities of or use of equipment of the Contractor, the Contractor’s employees, agents, subcontractors, or their employees or agents, acting in the course of their employment in operations hereunder on national forest lands or within Forest Service protection boundary (unless acting under the immediate supervision of Forest Service).

The Contractor’s operations shall be conducted in a workmanlike and orderly manner. The timing of any required Forest Service designation of work on the ground and the performance of other Forest Service work shall not be such as to cause unnecessary delay to the GBI or the Contractor. The following are special provisions to be applicable to this agreement:

F.9-a - Obliteration Of Temporary Roads, Skid Trails And Landings

Unless otherwise agreed in writing, temporary roads, skid trails and landings associated with the cutting unit(s) listed in the following table shall be obliterated using the method described.

Temporary Road, Skid Trail and Landing Obliteration Method Table

Cutting Unit(s)	Type of Facility	Closure Method
All	Forwarding Trails	Waterbars Slash
All	Landings	Landings Ripped, Chipped
All	Temporary Road Decommission	Ripping Install barriers as necessary to prevent normal vehicular access

F.9-c - Erosion Control Maintenance

During the period of this SPA, the partner shall provide maintenance of soil erosion control structures constructed by sub-contractor until they become stabilized, but not for more than 1 year after their construction. The GBI or the Contractor shall not be responsible for repair of such structures damaged by other National Forest users whose activities are not a part of the Contractor's Operations.

F.9-d - Skidding And Yarding (Special Objectives)

Skidding and Yarding Table

Cutting Unit	Special Objectives
All	To prevent damage to soil and hydrology resources: a. Ground based forwarding equipment will be restricted to slopes less than 30 percent. b. Forwarder trail stream crossings will be kept to a minimum and will be designated by sale administrator with consultation from hydrologist and GBI.
All	Equipment is prohibited from operating within 25 feet of a perennial and intermittent stream and special aquatic features and 25 feet from ephemeral streams, unless otherwise approved by the Forest Service sale administrator. Equipment exclusion areas along stream channels are flagged with red and black colored candy stripped flagging.
All	To reduce residual stand damage where excessive downed material is present in units, bucking of windfall and down material across skid trail locations is required in advance of skidding.
All	Avoidance areas. Operator equipment must stay out of flagged areas. Flagging is blue and black candy striped, yellow with black polka dots, and yellow with black "Invasive species" text. No mechanical operations or piling in identified sites.

Treatment Method	Felling, Bucking and Limbing Specifications
Cut-to-Length “CTL”	The harvester machine shall be capable of operating on slopes up to 30 percent, have an articulated boom having an operating reach of at least 20 feet for cutting trees, and capable of lowering and placing trees up to 20.0 inches dbh on the ground. Trees exceeding the harvester’s capability may be felled by conventional chainsaw methods. The Contractor shall have at least one operable rubber tire harvester and one operable rubber tire log forwarder.
Directional Felling “DF”	Within areas designated DF on agreement area map, included timber shall be directionally felled away from private land, property lines, protected streamcourses, retention areas, controlled areas, gates, powerlines, other improvements, and land survey monuments with the use of specialized equipment. Such directional felling shall not be required when in the faller’s judgment it is unsafe to do so, and shall be left standing.
Treatment of Stumps “TS”	Within all areas shown on Agreement Area Map, Purchaser shall treat stumps of all live conifer trees equal to or greater than 12 inches stump diameter, (measured inside bark) unless otherwise agreed in writing. Treatment shall be with a borate compound registered by EPA in the State of California for prevention of annosus root disease. Treatment shall consist of removal of sawdust and other loose debris from the cut surface of the stump and application of a thin layer of the borate compound uniformly over the entire cut surface, including exposed wood surfaces on the stump sides, at the rate specified on the product label. Any surface irregularities on the stump preventing application of a uniform layer of borate compound shall be cut level prior to treatment. Unless waived in writing, Purchaser shall also apply an approved colorant mixed with the borate compound to insure complete coverage. Treatment should be done as soon as possible but shall be completed no later than 24 hours after felling, otherwise stumps shall be re-cut and treated. Purchaser shall not apply borate compounds during heavy rain fall or when such precipitation rate is predicted within 24 hours of application to cause borate compound to be flushed off the stump and become ineffective, in that case treatment shall be reapplied. Application shall be completed within 24 hours of the precipitation having ceased. <u>Borate compound also shall not be applied to stumps located within 50</u>

<u>Treatment Method</u>	<u>Felling, Bucking and Limbing Specifications</u>
	<u>feet of live stream courses and meadows/wetlands shown on Sale Area Map and/or 50 feet of sensitive plant location boundaries as flagged on the ground.</u> Purchaser shall provide the borate compound and colorant and apply it in compliance with the State of California laws and regulations pertaining to pesticides and pest control operations. Borate compound storage shall be located such that any spillage will not contaminate water. All spills shall be promptly cleaned up and spilled material disposed of according to the product label. All spills occurring in water or over 1 pound shall be reported to Forest Service within 8 hours. Purchaser shall submit at the end of each month a “Monthly Summary of Pesticide Use Reports” to the appropriate County Agricultural Commissioner with a copy to the District Ranger

F.9-e - Slash Treatment

The Contractor’s Slash Responsibility Table

<u>Cutting Unit(s)</u>	<u>Type of Slash Disposal</u>
17, 21, 22, 24, 1008, 2008, 3008	Refer to Appendix E, Schedule of Items 2, 3.

Lopping

All material left in the units shall not exceed depths over 18 inches in height above the ground.

Fell Damaged Residual

Contractor shall fell all species over 5 feet in height not meeting minimum diameter specifications for Included Timber that are damaged beyond recovery by Contractor Operations. Such trees shall be limbed to a stem diameter of approximately 2 inches, at which point the top shall be cut from the remainder of the stem.

F.9-f - Wildlife Restrictions and Other Limited Operating Periods

Subdivision/Area/Unit	Conditions of Operation	Purpose
U21, U22	No equipment use or harvesting activities permitted from Memorial Day to Labor Day, inclusive, in areas designated as LOP 2 (Limited Operating Period) on Contract Area map.	High Volume Recreation LOP.
U17, U24	No equipment use or harvesting activities permitted from March 1 to August 31, inclusive, in areas designated as LOP 3 (Limited Operating Period) on Contract Area map. Road use and maintenance is permitted.	Protection of wildlife species (Osprey)
U22	No equipment use or harvesting activities permitted from February 15 to September 15, inclusive, in areas designated as LOP 1 (Limited Operating Period) on Contract Area map. Road use and maintenance is permitted.	Protection of wildlife species (Goshawk)
U24	No equipment use or harvesting activities permitted from March 1 to August 31, inclusive, in areas designated as LOP 4 (Limited Operating Period) on Contract Area map. Road use and maintenance is permitted.	Protection of wildlife species (Spotted Owl)

Subdivision/Area/Unit	Conditions of Operation	Purpose
All units	Tahoe Regional Planning Agency (TRPA) noise ordinance. Operations to occur only between 8:00 am and 6:00 pm, unless approved in writing by the Forest Service. No operations to occur on federal holidays.	Noise

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

F.10-a - Specified Roads

Name and Date of Governing Road Specifications:							
Project		Design Class	Approximate Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking
N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

F.10-b - Road Maintenance Requirements. Contractor shall maintain roads in accordance with the following road maintenance requirements.

Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre-haul Road Maintenance Specifications										
	From	To		801	802	803	804	805	806	807	808	809	810	814
1307	HWY 89	1393	.2					P		P	P			
1393	1307	Unit	.2					P		P	P			
12N30	Sawmill Rd	Gate	.2					P		P	P		P	
12N30A	Gate	Landing	.2			P		P	P	P	P		P	P
12N18	Pioneer	End of Unit 1008	1.2			P		P	P	P	P			
1212	Fallen Leaf Rd	Landing	.2			P		P	P	P	P		P	
No Name Road	Fallen Leaf Rd	Landing	.3			P		P	P	P	P		P	

Road	Termini		Miles	Applicable Pre-haul Road Maintenance Specifications										
	From	To		801	802	803	804	805	806	807	808	809	810	814
Temp Rd	Pioneer	Pioneer	.2			P				P				

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

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications										
	From	To		801	802	803	804	805	806	807	808	809	810	814
1307	HWY 89	1393	.2					P		P	P			
1393	1307	Unit	.2					P		P	P			
12N30	Sawmill Rd	Gate	.2					P		P	P			
12N30A	Gate	Landing	.2		P	P		P	P	P	P			
12N18	Pioneer	End of Unit 1008	1.2		P	P		P	P	P	P			
1212	Fallen Leaf Rd	Landing	.2		P	P		P	P	P	P			
	Fallen Leaf Rd	Landing	.3		P	P		P	P	P	P			
Temp Rd	Pioneer	Pioneer	.2		P	P			P	P	P			

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

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications										
	From	To		801	802	803	804	805	806	807	808	809	810	814
1307	HWY 89	1393	.2				P	P		P	P			
1393	1307	Unit	.2				P	P		P	P			
12N30	Sawmill Rd	Gate	.2				P	P		P	P		P	
12N30A	Gate	Landing	.2		P	P		P		P	P		P	P
12N18	Pioneer	End of Unit 1008	1.2		P	P		P		P	P			
1212	Fallen Leaf Rd	Landing	.2		P	P	P	P		P	P		P	
No Name Road	Fallen Leaf Rd	Landing	.3		P	P	P	P		P	P		P	
Temp Rd	Pioneer	Pioneer	.2		P	P					P	P	P	

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

Road Maintenance T-Specifications

**Dust abatement material will be limited to water only

No.	Specification Title
T-800	Definitions
T-801	Slide and Slump Repair
T-802	Ditch Cleaning
T-803	Surface Blading
T-804	Surfacing Repair
T-805	Drainage Structures
T-806	Dust Abatement**
T-807	Roadway Vegetation
T-808	Miscellaneous Structures
T-809	Waterbars
T-810	Barriers
T-814	Drainage Excavation

SPECIFICATION T-800 DEFINITIONS

Wherever the following terms or pronouns are used in Specifications T-801 through T-814, the intent and meaning shall be interpreted as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

800-1.20 - Slough. Material eroded from the backslope which partially or completely blocks the ditch, but does

not encroach on the traveled way so as to block passage of traffic.

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

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

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

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

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

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

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

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

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

SPECIFICATION T-801 SLIDE AND SLUMP REPAIR

DESCRIPTION

1.1 Slide removal is the removal from roadway and disposal of any material, such as soil, rock, and vegetation that cannot be routinely handled by a motorgrader during Ditch Cleaning, T-802, and Surface Blading, T-803 Operations.

Slump repair is the filling of depressions or washouts in roadway which cannot be routinely filled by a motor grader during Surface Blading, T-803 Operations.

Slide removal and Slump repair includes excavation, loading, hauling, placing, and compacting of waste or replacement Material and the development of disposal or borrow areas.

REQUIREMENTS

3.1 Slide Material, including soil, rock and vegetative matter which encroaches into the Roadway, shall be removed. The slope which generated the Slide Material shall be reshaped during the removal of the Slide Material with the excavation and loading equipment. Slide Material deposited on the fillslope and below the Traveled Way will not be removed unless needed for slope stability or to protect adjacent resources.

Surface and Base Courses shall not be excavated during Slide removal operations.

Slide Material which cannot be used for other beneficial purposes shall be disposed of at disposal sites shown on Stewardship Project Area Map. Material placed in disposal sites will not require compaction unless compaction is shown on Road Maintenance Plan.

3.2 When filling Slumps or washouts, Material shall be moved from agreed locations or borrow sites, placed in layers, and compacted by operating the hauling and spreading equipment uniformly over the full width of each layer.

Existing aggregate surfacing shall be salvaged when practical and relaid after depressions have been filled.

Damaged aggregate base, aggregate surfacing, and bituminous pavement shall be repaired under Specification T-804 Surfacing Repair.

The repaired areas of the Slump shall conform to the cross-section which existed prior to the Slump and shall blend with the adjacent undisturbed Traveled Way.

3.3 The maximum volume of Partner responsibility for Slide and Slump repair is shown on Road Maintenance Plan. Greater volumes of Slide and Slump repair not qualifying as Catastrophic Damage are Forest Service responsibility.

SPECIFICATION T-802 DITCH CLEANING

DESCRIPTION

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

REQUIREMENTS

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

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

Material removed from ditches that is not by Agreement blended into existing roads or placed in Berms shall be loaded and hauled to the disposal site designated by the Forest Service.

3.3 Roadway backslope or Berm shall not be undercut.

SPECIFICATION T-803 SURFACE BLADING

DESCRIPTION

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

REQUIREMENTS

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

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

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

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

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

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

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

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

3.8 Rocks or other Material remaining on the Traveled Way after the final pass that are larger than 4 inches in diameter or are larger than the maximum size of imported surfacing shall be removed from the Traveled Way. Unless otherwise designated by the Forest Service, the oversized Material shall be disposed of by sidecasting.

Sidecasting into streams, lakes, or water courses will not be permitted.

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

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

SPECIFICATION T-804 SURFACING REPAIR

DESCRIPTION

1.1 Surfacing repair is repairing potholes or small soft areas in the Traveled Way. It includes area preparation and furnishing and placing all necessary Materials, and other work necessary to repair the surface.

MATERIALS

2.1 Material used in the repair of soft areas on aggregate or native surfaced roads may be acquired from approved commercial sources, designated Forest Service Borrow areas, or Borrow sources agreed to. The quality and quantity of the imported Material used in the repair will be limited to that needed to provide a stable Traveled Way for hauling and to minimize damage to the road and adjacent resources. The quantity of imported surface repair Material used in the appraisal estimate will be shown on Road Maintenance Plan. However, the magnitude of the work may vary depending on Partner's hauling schedule and ground conditions.

2.2 Material used in the repair of bituminous pavements may be acquired from local commercial sources. If a mixing table is required, the location shall be approved by the Forest Service. The bituminous mixture to be used by the Partner shall be approved by the Forest Service. The Partner's share of the quantity of bituminous mixture used in the appraisal estimate will be shown on Road Maintenance Plan. However, Partner's share of the work may vary depending on Partner's hauling schedule, ground conditions, other traffic, etc.

REQUIREMENTS

3.1 Work under this specification shall be performed in a timely manner to reduce further deterioration of the Traveled Way.

3.2 Soft spots on aggregate or native surfaces shall be repaired by placing the imported Surface Course on top of the soft spot. Layers of imported Material shall be placed until a firm surface is produced.

3.3 Bituminous Pavement Repairs. The areas to receive bituminous pavement repairs will be marked on the road surface by the Forest Service just prior to Partner performing the work.

3.4 Potholes (deep patch). Surface Course and Base Course Materials shall be excavated to a depth necessary to reach firm, suitable Material. The minimum depth of excavation shall be 2 inches and the maximum depth of excavation shall be to the top of the Subgrade.

The edges of the prepared hole shall be extended to form a vertical face in unfractured asphalt surfacing. The prepared hole shall generally be circular or rectangular in shape, dry, and cleaned of all loose Material.

Prepared potholes shall be patched or barricaded immediately.

The faces of the prepared hole shall be tacked with a slow-setting emulsified asphalt.

The bituminous mixture shall be placed in layers not exceeding a compacted depth of 2 inches. Each layer shall be compacted thoroughly with hand or mechanical tampers or rollers. Compaction shall not be done with equipment wheels.

Upon completion, the compacted patch in the pothole shall be flush, with a tolerance or approximately ¼ inch to ½ inch above the level of the adjacent pavement.

3.5 Skin Patches. Bituminous mixture shall be distributed uniformly with feathered edges in layers not to exceed 2 inches compacted depth. When multiple layers are ordered, joints shall be offset at least 6 inches between layers.

Each layer shall be compacted by two passes with a 7-10 ton steel roller or comparable vibratory roller.

3.6 Asphalt Berm. Damaged segments of Berm shall be removed and the exposed ends beveled at approximately 45 degrees from vertical. The Berm foundation shall be cleaned and patched as necessary. The foundation and joining surfaces shall be coated with a slow-setting emulsified asphalt. Asphalt mix shall be placed and compacted to conform with the shape and alignment of the undamaged segment.

3.7 Disposal. All Materials removed from potholes, patches, and Berms shall be disposed of at disposal sites designated by the Forest Service.

SPECIFICATION T-805 DRAINAGE STRUCTURES

DESCRIPTION

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

MATERIALS

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

REQUIREMENTS

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

Forest Service.

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

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

SPECIFICATION T-806 DUST ABATEMENT

DESCRIPTION

This work shall consist of preparing Traveled Way and furnishing and applying materials to abate dust. The roads requiring dust abatement, type of dust abatement material to be used, the rates of application, and frequency of applications will be shown in the ROAD MAINTENENCE REQUIREMENT SUMMARY may be changed by written agreement.

MATERIALS

- a. Water (H₂O) for dust abatement will be incidental to hauling under this contract and shall be obtained from sources shown on the SALE AREA MAP OR CONTRACT MAP, unless otherwise agreed.

WEATHER LIMITATIONS

- a. Water applications are not limited by weather forecast or temperature.

EQUIPMENT

- a. Equipment shall meet the requirements in Section 891 WATER SUPPLY AND WATERING.

MAINTENANCE REQUIREMENTS

- a. Water applications shall be limited to abatement for hauling vehicles under this contract and shall be provided at a frequency and rate which controls dust such that vehicle tail lights and turn signals remain visible. Rates of application shall be varied as needed but shall be low enough to avoid forming rivulets. Frequency of application shall be sufficient to accomplish the abatement without saturating and softening the traveled way. Compacted or glazed road surface or wheel tracks may be loosened as needed for water penetration.
- b. Prior to initial application, when needed the road will be ordered bladed and shaped under Section 803, Blading.
- c. Required subsequent applications may be applied to the existing road surface without blading unless it is ordered.
- d. Dust abatement material shall be discharged only on roads approved by the Government.

SPECIFICATION T-807 ROADWAY VEGETATION

DESCRIPTION

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

REQUIREMENTS

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

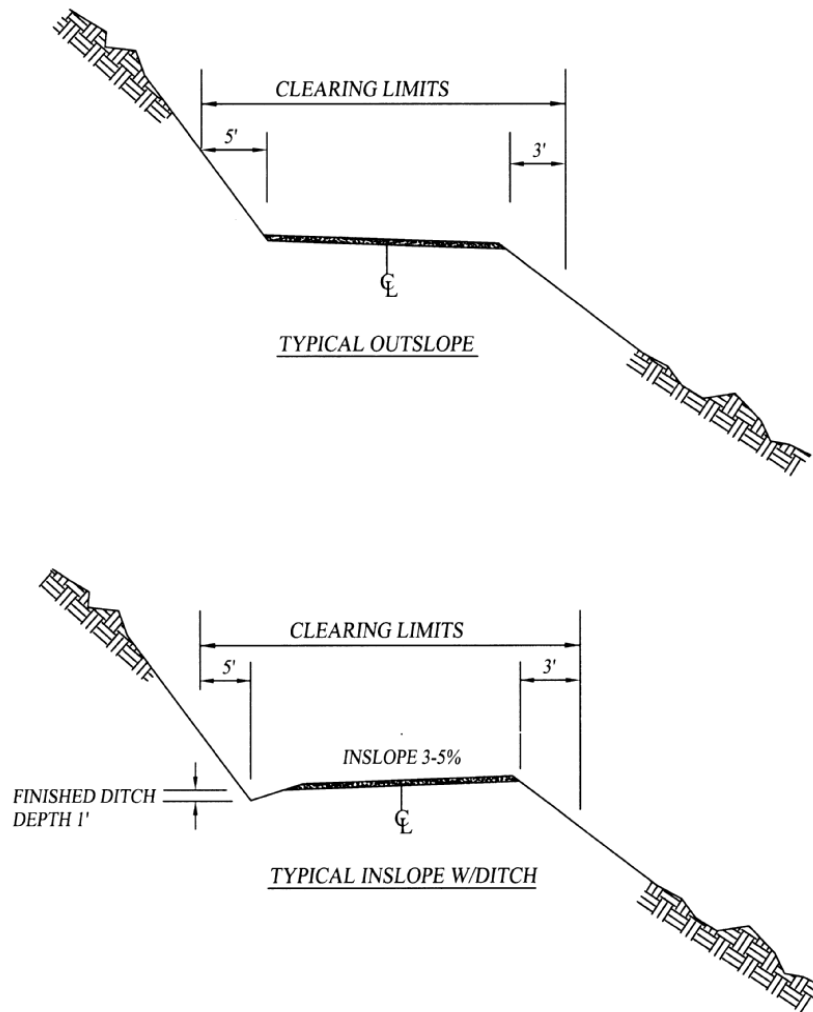
3.2 Any items to remain will be Designated by the Forest Service.

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

3.4 Work may be performed either by hand or mechanically unless specifically shown in the Road Maintenance Plan. Self-propelled equipment is not allowed on cut and fill slopes or in ditches.

3.5 Vegetative matter and nonmerchantable timber cut from the Clearing Limits shall be treated by the specified method as required by F.8-c- Slash Treatment.

T-807 DIAGRAMS AND SPECIFICATIONS FOR ROADWAY VEGETATION



SPECIFICATION T-808 MISCELLANEOUS STRUCTURES

DESCRIPTION

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

MATERIALS

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

REQUIREMENTS

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

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

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

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

SPECIFICATION T-809 WATERBARS

DESCRIPTION

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

REQUIREMENTS

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

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

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

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

SPECIFICATION T-810 BARRIERS

DESCRIPTION

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

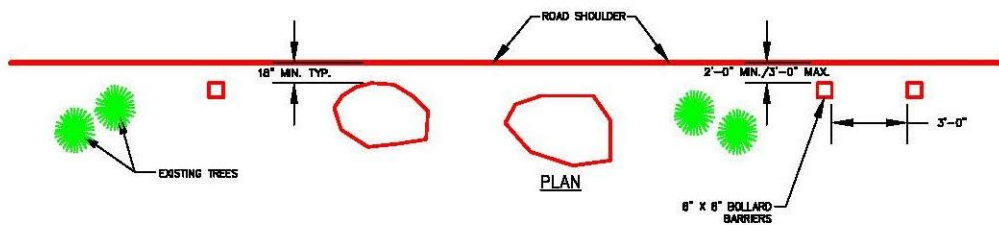
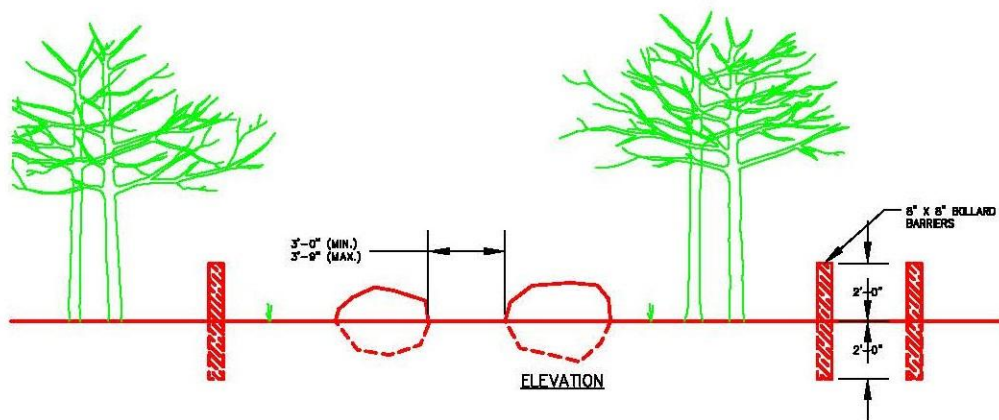
MATERIALS

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

REQUIREMENTS

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

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



NOTES:

1. SET FRACTURED OR SOILED SIDE OF ROCK INTO EARTH AT A DEPTH OF 12" OR MORE BELOW GRADE. WEATHERED SIDE SHOULD FACE UP.
2. PLACE BARRIER ROCKS SO THEY APPEAR AS NATURAL. AVOID PLACING IN LONG ROWS WITH EQUAL SPACING.
3. SELECT BARRIER ROCKS THAT ARE AT LEAST 30" WHEN MEASURED IN SMALLEST SECTION.
4. FINAL LOCATIONS WILL BE STAKED IN THE FIELD BY THE COR.

ACCESS CONTROL BARRIERS 810-1

SPECIFICATION T-814 DRAINAGE EXCAVATION

DESCRIPTION:

1.1—This work shall consist of excavation and shaping of roadway drainage structures to drain freely including rolling dips, grade dips, roadway ditches, lead-off ditches, and catch basins. Any clearing and grubbing necessary to accomplish the drainage excavation is considered incidental to the pay item.

WORK REQUIREMENTS:

3.1—Clearing & Grubbing—All trees, stumps, roots and other protruding vegetative material shall be cleared from drainage. Trees shall be cut into lengths not to exceed **5** feet and all limbs removed. Logs, slash and stumps shall be scattered outside the drainage or as directed by the Forest Service.

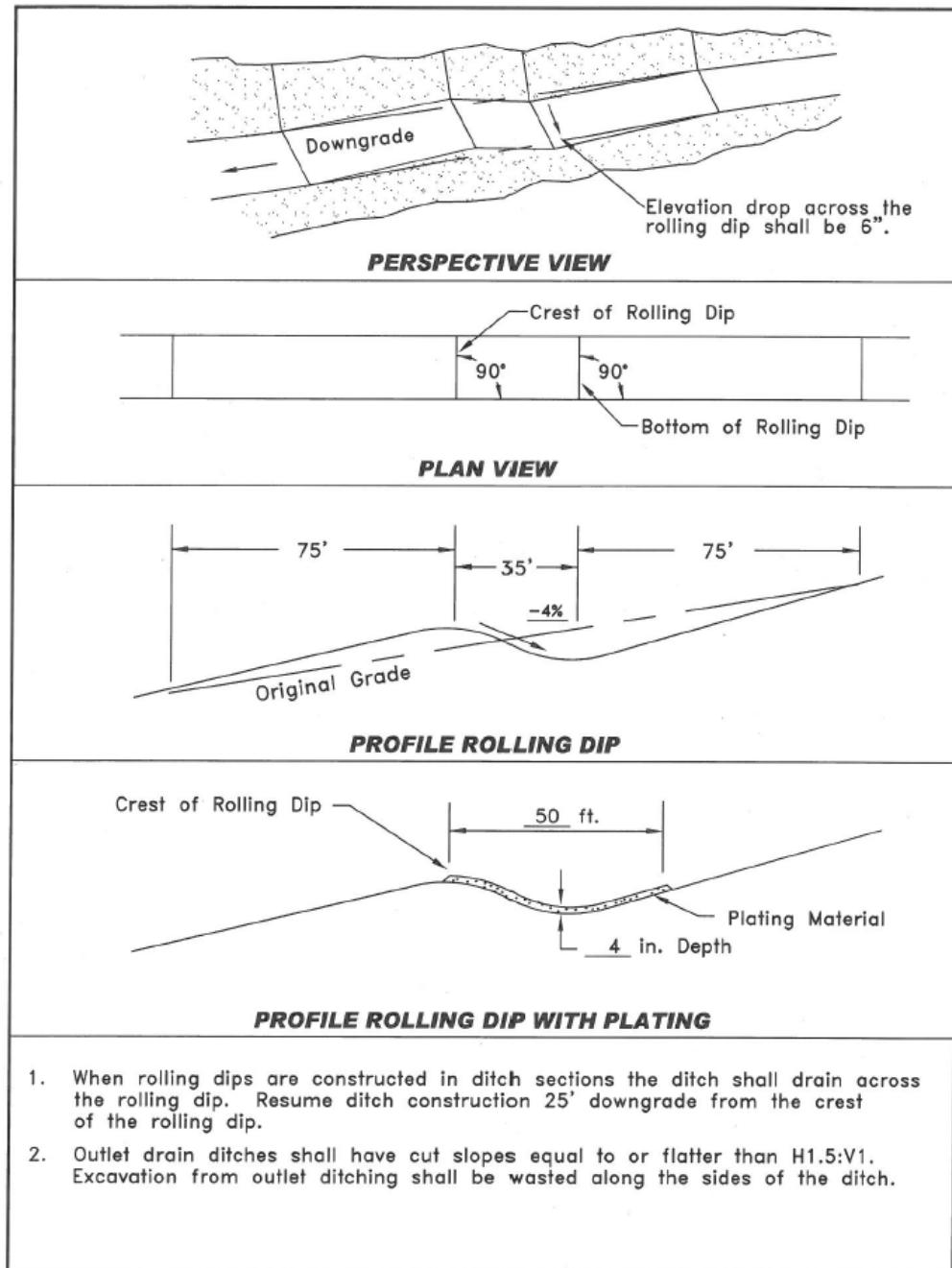
3.2—Excavation—Drainage structures shall be excavated and shaped to a depth and width to provide drainage in conformity with the line grades and cross section as shown on drawings at locations designated on the ground. Hand work may be necessary to obtain a smooth surface and uniform cross section. Lead-off ditches shall be provided for a distance necessary to drain unless otherwise approved by the Forest Service. Roadside ditches shall be free draining. Material removed if suitable, shall be blended into the existing native road surface or shoulders. Unsuitable material shall be spread evenly and not heaped against existing vegetation. Large rocks encountered during excavation of drainage structures that interfere with the lines and grades of the structure shall be removed, when practical and placed so that they will not roll or obstruct the use and maintenance of the roadway or moved to locations approved by the Forest Service.

MEASUREMENT:

4.1—Drainage dip and catch basin measurement will be the number of each item completed and accepted.

Roadside ditches and lead-off ditches will be measured by linear measurement, horizontally along the centerline of the ditch.

ROLLING DIP:



ROLLING DIP

F.10-c - Use of Roads By the Partner

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

GBI and Contractor'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. GBI and Contractor'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	
12N30		0	.2	A	Closed to Public during operations
12N30A		0	.2	A	Closed to Public during operations

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.
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F.12– Scaling Services

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
All	All	Ton	State certified scale as agreed to in writing.	100% Weight	

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

If the credit balance in the IRSC is less than the amount due for timber, the Forest Service will suspend all or any part of the Contractor'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 Contractor. 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 Contractor 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 Contractor. 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 Contractor 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 Contractor 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 GBI or the Contractor 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 Contractor to accept and pay for, other timber in lieu of that destroyed or damaged. This Subsection shall not be construed to relieve either party of liability for negligence.

Limited Liability for Operations Fires

Maximum Amount of Contractor's Obligation per Operation's Fire. Entry should be determined as follows and rounded up to the nearest \$100. The minimum amount will be \$1,000.00. If State statute or law defines limited liability, use that determination (e.g. Oregon), otherwise calculate the amount using the following formula:

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

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

4 Workers

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

\$ 18.44 /Hr. x 12 hours = \$ 221.28

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

4 Pieces of equipment

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

\$ 150 /Hr. x 12 hours = \$ 1800 /12hr.

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

5 days

Cooperator's Obligation per Operations Fire,

Maximum 40,500

Amount: \$

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EXHIBIT G – USFS APPENDIX G – GUIDELINES FOR OPERATIONS

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) Identified patented claims.
 - b) Boundaries of all harvest and stewardship treatment units.
 - c) Diameter limits for overstory and understory removal units.
 - d) Areas where leave trees are marked to be left uncut.
 - e) Specified roads.
 - f) Sources of base course, surface rock, and rock riprap listed in the Schedule of Items;
 - g) Roads where log hauling or use is prohibited or restricted.
 - h) Roads and trails to be kept open.
 - i) Improvements to be protected.
 - j) Locations of known wildlife or plant habitat and cave resources to be protected.
 - k) Locations of areas known to be infested with specific invasive species of concern.
 - l) Maximum stump heights when more than one height is listed by areas.
 - m) Skidding or yarding methods.
 - n) Streamcourses to be protected.
 - o) Locations of meadows requiring protection.
 - p) Locations of wetlands requiring protection.
 - q) Locations of temporary roads to be kept open.
 - r) Payment units, if required
2. **Use of Roads by the Partner.** The GBI and the Contractor are authorized to use existing National Forest system roads and specified roads. The Parties will determine that such use will not cause damage to the roads or National Forest resources.
3. **Plan of Operations for Roads.** Annually, prior to start of operations, the GBI's contractor will provide 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 GBI shall submit a revised schedule when they or the Contractor 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 Contractor's operations shall not unnecessarily damage young growth or other trees to be reserved.

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

When operations are in progress adjacent or on Forest Service controlled roads and trails open to public travel, the Contractor 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.

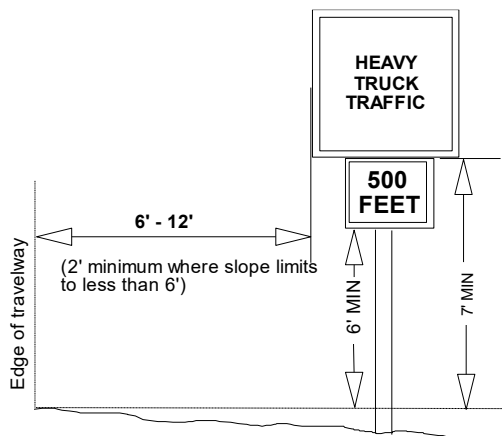


Figure 1: Sign Placement Dimensions

Posted or 85 percentile speed MPH	Deceleration to listed advisory speed MPH				
	10	20	30	40	50
20	NA				
25	100				
30	150				
35	200				
40	275				
45	350				
50	425				
55	500				
60	575				
65	650				

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.

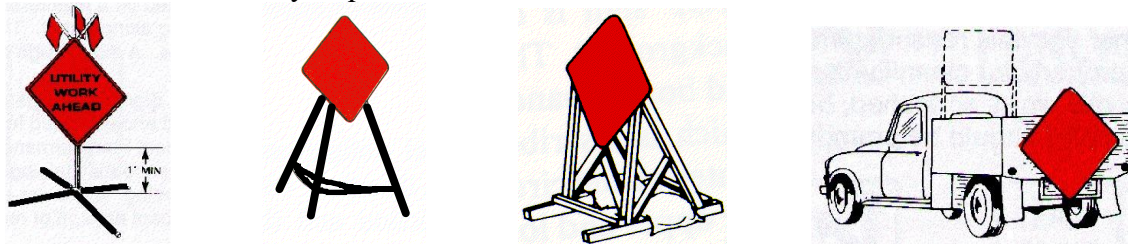


Figure 3: Examples of Temporary/Portable Supports

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 Contractor 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 Contractor shall notify the GBI and 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 Contractor's Operations.

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

The Contractor 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 Contractor shall take all reasonable precautions to prevent pollution of air, soil, and water by the Contractor'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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor maintain(s) storage facilities for oil or oil products on the Stewardship Project Area, the Contractor shall take appropriate preventive measures to ensure that any spill of such oil or oil products does not enter any stream or other waters of the United States or any of the individual States. If the total oil or oil products storage exceeds 1,320 gallons in containers of 55 gallons or greater, the Contractor 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 Contractor shall notify the Forest Service, the GBI 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 Contractor's employees, agents, sub-contractors or their employees or agents, directly or indirectly, as a result of the Contractor's operations. The Contractor will take whatever initial action may be safely accomplished to contain all spills.
10. **Hazardous Substances.** The Contractor shall notify the National Response Center, Forest Service principal contact, and the GBI of all releases of reportable quantities of hazardous substances on or in the vicinity of the Stewardship Project Area that are caused by the Contractor's employees, agents, sub-contractors or their employees or agents, directly or indirectly, as a result of the Contractor's operations, in accordance with 40 CFR 302.
11. **Cleaning Equipment.** In order to prevent the spread of noxious weeds into the Stewardship Project Area, the Contractor 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 GBI 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 Contractor 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 GBI 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 GBI or Forest Service, on the Stewardship Project Area or on the haul route, shall be promptly reported to the other party. The GBI 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 Contractor 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 Contractor may buck out cull material when necessary to produce pieces meeting utilization standards. If necessary to assess extent of defect, the Contractor 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 F except that occasional stumps of greater heights are acceptable when the Contractor determine(s) that they are necessary for safe and efficient conduct of logging. Unless otherwise agreed, the Contractor shall re-cut high stumps so they will not exceed heights specified in Appendix F 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 Contractor shall cut exposed limbs from products prior to skidding, as necessary to minimize damage to the residual stand during skidding. The Contractor 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 Contractor's Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (c). In event the Contractor cause(s) debris to enter streamcourses in amounts that may adversely affect the natural flow of the stream, water quality, or fishery resource, the Contractor 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 GBI 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 Contractor's planned construction and Forest Service and the GBI 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 Contractor'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 Contractor 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, commensurate with its use, the Contractor 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, after October 15 of each operating season, erosion control work must be kept current. The Contractor 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, commensurate with its use, the Contractor 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 Contractor shall protect specified roads and other improvements (such as roads, trails, telephone lines, ditches, and fences):

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

The Contractor 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 Contractor's operations. The Contractor shall make timely restoration of any such improvements damaged by the Contractor's operations and, when necessary because of such operations, shall move such improvements.

25. Protection of Improvements Not Owned by Forest Service. Purchaser shall cooperate with and make arrangements with owners of any private road as shown on the agreement map for use of private roads to access cutting units. Purchaser shall make timely restoration of any private road and other improvements (roads, ditches, drainage features, gates, barriers, and landscaping) damaged by purchaser's operations.

26. Protection Measures Needed for plants, Animals, Cultural Resources, and Cave Resources

1. Areas, known by Forest Service prior to contract solicitation, needing special measures for the protection of plants, animals, cultural resources, and/or cave resources are shown on Contract Area Map and/or identified on the ground, and shall be treated as follows:

- a. Unless agreed otherwise, wheeled or track laying equipment shall not be operated in areas identified as needing special measures except on roads, landings, tractor roads, or skid trails. Contractor may be required to backblade skid trails and other ground disturbed by Contractor's Operations within such areas in lieu of cross ditching.
- b. Unless agreed otherwise, trees will not be felled into areas identified as needing special measures.
- c. Contractor shall conduct operations in a manner that does not damage or disturb identified areas. In the event that protective measures identified by the Forest Service are for any reason inadequate, Contracting Officer may delay or interrupt Contractor's operations, under this Contract, and/or modify this Contract.
- d. Contractor shall immediately notify the Forest Service if its operations disturb or damage any area identified as needing special protection, and shall immediately halt its operations in the vicinity of

such area until the Forest Service authorizes continued operations. In the event that Contractor's operations disturb or damage an area identified as needing special protection, then Contractor shall reimburse the Forest Service for the full cost and expense of any evaluative and remedial measures undertaken by the Forest Service in connection with such disturbance or damage. Such payment shall not relieve Contractor from civil or criminal liability under applicable law.

2. Nothing contained in this clause shall establish, or be deemed to establish any express or implied warranty on the part of the Forest Service that the Forest Service has identified all areas within the Contract Area requiring special protection, or that measures prescribed by the Forest Service for protection of such areas are adequate.
3. Following contract solicitation, additional areas needing special measures for protection may be discovered or identified; protective measures may be revised or newly prescribed; and, additional species of plants and/or animals may be added to federal lists of protected species. In such event, Contracting Officer may delay or interrupt Contractor's operations, under this Contract, and/or modify this Contract.
4. Discovery, by either the Contractor or the Forest Service, of additional areas, resources, species, or members of species needing special protection shall be promptly reported to the other party.

Cathedral CTL Special Measures Area

Unit Number	Resource Information	Designation
22	Wildlife - Goshawk PAC LOP February 15-September 15	Shown on Contract Area Map as "Limited Operating Period, Goshawk PAC"
17, 24	Wildlife – Osprey LOP in Southern portion of the unit March 1 - August 31.	Shown on Contract Area Map as "Limited Operating Period, Osprey Zone"
24	Wildlife – Spotted Owl LOP March 1 - August 31.	Shown on Contract Area Map as "Limited Operating Period, Spotted Owl Territory"
17	Special Uses – Camp Richardson Equestrian use of trails and grazing allotment in meadow. (Barbed wire fencing) Corral will require implementation warning a minimum 2 weeks in advance.	Shown on Contract Area Map as "Fence"
21	Recreation LOP: Memorial Day – Labor Day	Shown on Contract Area Map as "Limited Operating Period, Recreation"
22	Recreation LOP: Memorial Day – Labor Day	Shown on Contract Area Map as "Limited Operating Period,

Unit Number	Resource Information	Designation
	Special Uses – Resident Cabin tracts will need implementation notices due to occupied areas and shared use of road ways. All improvements associated with rec residences are to be protected under G.24 Protection of Improvements. This includes but is not limited to improved driveways, septic tanks, buried water lines, etc.	Recreation” Areas of cabin tracts shown on Contract Area Map as “Recreation Site Extent” with “Building and Associated Features” within unit 22
22	Transmission power line/Communications line - coordinate with Liberty Energy before contract implementation	Shown on Contract Area Map as “Overhead Telephone Lines” & “Overhead Powerlines”
All Units	Areas are delineated as must avoid and avoid or wash.	Areas that must be avoided are shown on Contract Area Map as “Avoidance Area” and flagged with black and blue candy striped, yellow with black polka dots, and yellow with black “Invasive species” text flagging. Area of avoid or wash are shown on the Contract Area Map as “Noxious Weeds, Avoid or Wash” and flagged with white and blue polka dot flagging.
21, 22	Hydrology U21: Sawmill Pond sez and seep: Treatment must be done later in year during dry soil conditions.	Shown on Contract Area Map as “Seep” & flagged with SEZ Flagging: Black and Red Candy Stripe
2008	Hydrology – Meadow encroachment treatment.	On Ground Flagging: Green
21	Seep - Wheeled or track-laying equipment shall not be operated within 20 feet of seep.	Shown on Contract Area Map as “Seep”

Unit Number	Resource Information	Designation
		& flagged Black and Red Candy Stripe

27. 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.

28. 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.

29. Temporary Roads. As necessary to attain stabilization of roadbed and fill slopes of temporary roads, the Contractor shall employ such measures as outslowing, drainage dips, and water-spreading ditches. After a temporary road has served the Contractor's purpose, the Contractor shall give notice to the GBI and 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.

30. 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.

31. Landings. After landings have served the Contractor's purpose, the Contractor 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.

32. Skid Trails and Fire Lines. The Contractor shall construct cross ditches and water-spreading ditches on tractor roads and skid trails, where needed to prevent erosion. By agreement, the Contractor may use other comparable erosion control measures, such as backblading skid trails, in lieu of cross ditching.

33. Current Operating Areas. Where logging, road construction, or other stewardship project work is in progress but not completed, unless agreed to otherwise, the Contractor 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 Contractor shall keep such work on any additional disturbed areas as up to date as practicable.

34. Erosion Control Structure Maintenance. During the period of this SPA, the Contractor shall provide

maintenance of soil erosion control structures constructed by the Contractor until they become stabilized, but not for more than one year after their construction.

35. Slash Disposal. The Contractor's timing of product removal and preparatory work shall not unnecessarily delay slash disposal. Specific slash disposal measures to be employed by the Contractor are stated in Appendix E.

36. 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.

37. 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.

38. 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 may be served. The Contractor 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 GBI shall enter into a written memorandum of agreement governing Scaling at that alternate location. The Contractor agree(s) that Forest Service personnel or persons under contract with the Forest Service shall perform scaling services at an alternative scaling site. In no instance shall the Contractor perform scaling services.

39. 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.

40. 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 Contractor shall bear all charges or fees for weighing services.

41. Presentation for Scaling. The Contractor shall present products so that they may be Scaled in an economical and safe manner.

42. 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 Contractor shall plainly mark or otherwise identify products prior to hauling;

- b) Forest Service shall issue removal receipts to the GBI and the Contractor;
- c) The Contractor 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 Contractor shall notify Forest Service and the GBI of lost or off-loaded logs and their location within 12 hours of such loss. The Contractor shall not place products in storage for deferred Scaling until an accountability system has been agreed to in writing for a stated period.

43. Route of Haul. As part of the annual Operating Schedule, the Contractor or the GBI 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 Contractor shall notify Forest Service and the GBI when a load of products, after leaving Stewardship Project Area, will be delayed for more than 12 hours in reaching Scaling location.

The Contractor shall require truck drivers to stop, if requested by Forest Service or the GBI, 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 GBI 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 GBI and the Contractor of the methods to be used to alert truck drivers of an impending stop.

44. Product Identification. Before removal from the Stewardship Project Area, unless the Forest Service determines that circumstances warrant a written waiver or adjustment, the Contractor 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 Contractor shall use assigned brand exclusively on logs under this SPA until Forest Service releases brand. The Contractor 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 Contractor shall replace identifying marks if they are lost, removed, or become unreadable. The Contractor 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.

45. 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.

46. Scaling Lost Sample Loads. If Scaling is being done by sampling loads of logs, the Contractor 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.

47. Scale Reports. The GBI shall provide the Contractor a copy of Forest Service scaler's record, if requested in writing.

48. Fire Precautions and Control

- a) **Plans.** Prior to initiating the Contractor's operations during Fire Precautionary Period, the Contractor 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 Contractor's Operations. Such plan shall include a detailed list of personnel and equipment at the 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 and Appendix H shall be applicable during the Contractor'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 Contractor'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 the Contractor's Operations, as specified by the emergency fire precautions schedule. Under such conditions, after the Contractor cease(s) active operations, the Contractor shall release for hire by Forest Service, if needed, the Contractor's shutdown equipment for fire standby on the Stewardship Project Area or other areas of the Contractor's Operations and personnel for fire standby or fire patrol, when such personnel and equipment are not needed by the Contractor 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 Contractor request(s), shall be operated only by personnel approved by the Contractor. 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 Contractor shall permit and provide an individual to assist in periodic testing and inspection of required fire equipment. The Contractor shall promptly remedy deficiencies found through such inspecting and testing.
 1. The following requirements shall apply during the period May 1- December 1 and during other such periods as specified by Forest Service.
 2. *See fire plan, Appendix H.*

49. **Fire Control.** The Contractor shall, both independently and in cooperation with Forest Service and/or the GBI, take all reasonable and practicable action to prevent and suppress fires resulting from the Contractor's Operations and to suppress any forest fire on Stewardship Project Area. The Contractor's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at the Contractor's disposal on Stewardship Project Area or within the distance of Stewardship Project Area: **(Initial fire suppression within 25 road miles, and fire suppression re-inforcement within 100 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 Contractor 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 Contractor's Operations.
- c) **Personnel.** To release for employment by Forest Service any or all of the Contractor's personnel engaged in the Contractor's Operations or timber processing within the distance of Stewardship Project Area: **(25 Road miles).** Any organized crew so hired shall include the Contractor'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 Contractor's equipment suitable for fire fighting and currently engaged in the Contractor's Operations within the distance of Stewardship Project Area: **(100 Road miles).** Equipment shall be operated only by personnel approved by the Contractor if so requested by the Contractor.

Limited Liability for Operations Fires.

Maximum Amount of the Contractor's Obligation per Operation's Fire. Entry should be determined as follows and rounded up to the nearest \$100. The minimum amount will be \$1,000.00. If State statute or law defines limited liability, use that determination (e.g. Oregon), otherwise calculate the amount using the following formula:

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

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

_____ 4 _____ Workers

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

\$ _____ 18.44 _____ /Hr. x 12 hours = \$ _____ 221.28 _____

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

_____ 4 _____ Pieces of equipment

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

\$ _____ 150 _____ /Hr. x 12 hours = \$ _____ 1800 _____ /12hr.

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

_____ 5 _____ days

The Contractor's Obligation per Operations Fire,

Maximum 40,500

Amount: \$ _____

50. Temporary Roads and Skid Trails. The Contractor 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 Contractor shall employ such measures as outslowing, drainage dips, and water-spreading ditches.

APPENDIX G – LTBMU AGREEMENT FOR WET WEATHER OPERATIONS AND OPERATIONS OUTSIDE NORMAL OPERATING SEASON

LTBMU Agreement for Wet Weather Operations and Operations Outside Normal Operating Season (Fall to Spring) version dated April 17, 2012 Provision references updated for IRSC (February 11, 2016)

The following agreement is intended to further clarify Mechanical Stewardship Contract requirements by providing specific criteria for conducting operations during wet weather and winter conditions. Compliance with pertinent Best Management Practices (BMPs) by the Contractor is necessary for water quality protection as agreed to between the State of California and the US Forest Service. All requirements in this agreement are consistent with the intent of the Tahoe Regional Planning Agency (TRPA) Code of Ordinances and the Lahontan Regional Water Quality Control Board (LRWQCB) Basin Plan, which were developed to achieve the TRPA Thresholds, as specified in USFS/ TRPA/ LRWQCB Memorandum of Understanding.

The conditions of this agreement apply only to effects of the vegetation management treatments implemented, and those activities required for implementation of treatments (such as road maintenance). They do not obligate the Contractor to any mitigation for conditions that are not the result of the Contractor's operations.

The following guidelines are to be used to determine if conditions are suitable for wet weather/ winter operations and to provide guidance as to when conditions warrant suspension of operations and/or remedies for resource damage, if incurred as a result of the operations. These guidelines also apply within the Normal Operating Season (NOS) (GT.6.6/IRSC #7) when prolonged periods of wet weather (see definition of precipitation event in Wet Weather Operations Field Glossary) are encountered. This document does not include specific corrective actions because these will vary with the situation. When corrective actions are needed to mitigate risks to water quality, a watershed specialist will be consulted.

For the purposes of this agreement, it is understood that the operator with the USFS Sale Administrator seek to prevent disturbance to soils and impacts to water quality. Although some level of such effects may be realized as a result of operations, the operator will implement the measures identified in this agreement.

A: General Guidelines:

No sediment/contaminant flow into stream courses, lakes, ponds or other natural water bodies from any facility used by Contractor, including roads, skid trails, cableways or harvest areas, landings, and fueling locations will be permitted at any time (IRSC #44).

B: Road Use for General Hauling/Access:

Required road work for pre-haul must be accomplished prior to the wet season or periods of precipitation (IRSC #33/Appendix C #1). Saturated road surfaces should not be graded. Snow should not be plowed so that the road surface is exposed during plowing. Road surfaces must be at a standard that will support the impacts of wet weather operations. This includes the following:

Requirements for Wet Conditions

1. The native surface roads listed in the contract are located in areas that are prone to road surface damage during wet weather use. There shall be no log hauling on these roads during periods of rain. The timber sale operator shall allow an adequate drying period after a rain occurrence (normally one day depending on soil type) prior to resuming hauling.
2. Drainage structures and erosion and sediment delivery prevention actions shall be in place and functioning prior to expected precipitation events (IRSC #44).
3. Roads shall be properly graded and ditched or out sloped.
4. Portions of roads that lie within Stream Environment Zones (SEZs) and road locations where eroded material is likely to enter channels shall be rocked to Forest Service specifications and geotextile fabric used when appropriate, unless otherwise agreed, with input from a soil scientist/ hydrologist and an engineer.
5. When the amount and duration of a precipitation event indicates that use of a road is infeasible without causing resource damage, schedule operations not to use roads during these events.
6. When the roadway can support vehicles without causing rutting, soil displacement, damage to drainage structures, or off-site movement of sediment, it can be used; if not, it should remain unused.
7. Locations where road rocking is required to harden the road surface for wet weather haul shall be designated in writing and flagged on the ground by the engineering representative or the Sale Administrator. Minimum depth of rock that meets engineering specifications will be established in writing and inspected by the Forest Service prior to use of the road for hauling outside the NOS.

Requirements for Frozen or Snow Conditions

8. If the road surface freezes, the road surface segment in use must remain completely frozen and must be able to support the weight of any vehicle that will be driven on it.
9. When any part of the active road length thaws and mitigations, such as road surface treatments including rocking or chipping, cannot be implemented to ensure water quality protection, the road will not be used. This will preclude the use of the road by all vehicles including administrative, unless the activity can be restricted to the portion of the road that remains frozen.
10. Unless adequate snow cover or frozen soil conditions exist, where native surface road meets a paved road, the native road section must be covered with rock or organic material to prevent tracking of mud onto the paved road. If dirt or mud is tracked onto the paved road, dirt or mud shall be removed prior to any subsequent precipitation such that the material does not enter a water body or municipal drainage system.
11. Roads within the sale area requiring snow removal shall be staked on both sides along the entire alignment to facilitate plowing. Areas for disposal of excess snow shall be identified prior to snow fall.

Excess snow removed during plowing shall not be placed into natural drainages or riparian areas. No soil or aggregate should be intermixed with the side cast snow during plowing or grading.

12. On native surface roads at least 6" of snow shall remain on 85% or more of the road surface after snow plowing to facilitate freezing. During road use, a minimum 6 inches of compacted snow must be present on 85% or more of the road surface, unless the road surface is frozen or ice is present to a depth of 3 inches or more.
13. Ensure that plowing does not damage drainage structures.
14. During winter operations, paved roads may be plowed, including turnouts, if the action will not cause damage to the road surface and associated drainage structures.
15. Before over the snow operations begin, mark existing culvert locations. During and after operations, ensure that all culverts and ditches are open and functional.
16. Snow berms created from plowing must be breached, except in sensitive areas, to allow proper road drainage. These outlets must be spaced so as not to concentrate road surface flows (usually spaced no more than 300 feet apart). Erosion control structures may be required at the outlets to collect road generated sediment, and will be agreed to by the Sale Administrator in consultation with a Watershed Specialist.

Potential Resource Risk - Corrective Action Required **(Operations may continue during implementation of corrective actions)**

Culverts

1. Contractors operations have caused a piping erosion event, however less than 10% of the flow is passing beneath or around the culvert or other pipe.
2. Sediment and/or debris is blocking 30% of an inlet or outlet of a cross drain.

Erosion

3. Rills extend more than 20 feet from the outlet of a drainage dip or culvert.
4. Erosion/sediment movement into an SEZ is present.
5. Side cast material (i.e. organic or vegetative debris) is within 25 feet of a channel, or other surface water feature, or onto slopes vegetated for erosion control.

Ponding

6. Ponding is present on the road surface that is causing fill subsidence or otherwise threatening integrity of fill.
7. Ruts form that can channel water past erosion control structures.
 - a. Rills present at a stream crossing, but do not extend to the stream.

Imminent Resource Risk – Stop Operations and Apply Corrective Actions (Operations may resume after corrective actions have been implemented and accepted)

Culverts

1. Contractors operations have caused a substantial piping erosion event (i.e. more than 10% of the flow passing beneath or around the culvert or other pipe).

Erosion

2. Erosion or sediment movement into a channel, or other surface water feature.
3. Side cast material (i.e. organic or vegetative debris) has entered a channel, or other surface water feature.

Ponding

4. When the travel way is rutted to a depth of two inches or more for a distance of 25 feet or more, Contractor's use of the road will be suspended.
5. If the road is to remain closed, it must have a barrier of some type installed to keep all vehicular traffic off the road surface.
 - a. Rills present at a stream crossing that extend to the stream.

Corrective Actions

1. Roads damaged by Contractor's operations and associated damage will be repaired at the Contractor's expense (Appendix C). Proposed remedies shall be approved by the Sale Administrator in consultation with a watershed specialist and road engineer. Repair work shall be accomplished immediately when conditions are such that additional damage to the resources will not occur or when designated by the Forest Service.

C: Skid Trails, Cableways, and Harvest Areas:

General

1. Skid trails will be flagged by the Contractor and approved by the Forest Service in advance of falling (GT.4.2.2).

Requirements for Frozen or Snow Conditions

1. Winter operating conditions must be adequate to prevent erosion and detrimental soil compaction.
2. Operable conditions must be present on at least 85% of the treatment unit and generally will include the following:
 - a. Unless otherwise agreed, within the operating area, a minimum of twelve inches of compacted snow/ice shall be maintained on undisturbed ground, and at least six inches of compacted snow/ice shall be maintained on existing disturbed surface.
 - b. Frozen soil operations are permitted where operated vehicles, tractors and equipment can travel without sinking into soil, road, and landing surfaces to a depth of more than 2 inches for a distance of more than 25 feet. Temperatures must also remain low enough to preclude thawing of the soil surface.
 - c. Approval to operate on lesser snow or frozen soil depths than indicated above must include a field evaluation by a soil scientist or hydrologist.
 - d. If operable soil moisture conditions are present beneath a lesser snow depth (i.e. < 6 inches), operations may continue until conditions become inoperable.
3. Flag and avoid springs, seeps and other areas that do not freeze sufficiently to support equipment.
4. Monitor winter operations regularly during implementation to ensure that adequate snow and frozen soil depths are maintained and that measures to protect soil and water quality are effective.
5. Move equipment and materials to areas near pavement before conditions become inoperable.
6. Exclude ground based equipment from the 25 foot buffer around perennial and intermittent channels, lakes and ponds.

Requirements for Wet Conditions

- Unless otherwise agreed, the following harvest guidelines are required to achieve ≤ 15 percent disturbed area:
 - For all ground based equipment operations, operable soil moisture conditions must be present between 2 and 10 inches, and surface soils must be dry enough that puddling is not occurring.
 - For full suspension skyline or helicopter operations, no specified pre-conditions are required.

Potential Resource Risk - Corrective Action Required

(Operations may continue during implementation of corrective actions)

- Skid trails/cableways surfaces have ruts over two inches deep and 25 feet or greater in length over less than 15% of the area.
- Rills present but are not enlarging.
- Erosion/sediment movement extending into a ditch or SEZ, but no sediment movement into a channel.
- Skid trails intercept and divert water down the trail (snow melt/subsurface flow/ swale) past erosion control structure location.

Imminent Resource Risk – Stop Operations and Apply Corrective Actions (Operations may resume after corrective actions have been implemented and accepted)

- 15% or more of the skid trails/cableways surface has ruts over two inches deep and 25 feet or greater in length, or rills present and average more than one per five lineal feet.
- Rills present and are enlarging.
- Erosion/sediment movement extending into a channel or other surface water feature.
- Presence of or evidence of formation of gullies.

Corrective Actions

- Skid trails, cableways and harvest areas damaged by the Contractor's operations and associated damage will be repaired at the Contractor's expense. Proposed remedies shall be approved by the Sale Administrator in consultation with a watershed specialist. Repair work shall be accomplished immediately when conditions are such that additional damage to the resources will not occur or when designated by the Forest Service.

D. Landings

Requirements for All Conditions

- Landing locations will be agreed to prior to their construction and/or use. (GT.4.2.2) Landings shall not be located within SEZs unless agreed to otherwise. Landings in SEZs will only be allowed where there is no reasonable alternative.
- Landings shall be constructed to allow for proper drainage and stability, and monitored to ensure that drainage is effective; for example, landings will not create a depression which cannot be properly drained. Upslope runoff will be diverted to an appropriate location around the activity area (Appendix C #4).
- As a preventative measure, all landing fill slopes constructed outside of Normal Operating Season will

be mulched. Mulch material can consist of wood chips, certified weed-free straw, or any other Forest Service approved material which will provide slope protection against erosion and rilling. In addition, down slope perimeter erosion control will be required if a potential threat to water quality exists as determined by a soil scientist or hydrologist.

Potential Resource Risk - Corrective Action Required
(Operations may continue during implementation of corrective actions)

- Rills and/or sediment delivery extends more than 10 feet from the down slope edge of the landing and is present along more than 25% of the down slope edge.
- Erosion, sediment delivery or slope failure into SEZ, but no sediment delivery to a channel or other surface water feature.

Imminent Resource Risk – Stop Operations and Apply Corrective Actions (Operations may resume after corrective actions have been implemented and accepted)

- Erosion, sediment delivery or slope failure into a channel or other surface water feature.

Corrective Actions

- Landings damaged by Contractor's operations and associated damage will be repaired at the Contractor's expense. Proposed remedies shall be approved by the Sale Administrator in consultation with a watershed specialist. Repair work shall be accomplished immediately when conditions are such that additional damage to the resources will not occur or when designated by the Forest Service.

E. Fueling Sites

Requirements for All Conditions

Contractor shall take appropriate preventative measures to ensure that any spill of oil or oil products does not enter any stream or other waters (IRSC #41).

Imminent Resource Risk – Stop Operations and Apply Corrective Actions (Operations may resume after corrective actions have been implemented and accepted)

- Evidence of oil or oil products outside containment area.

Corrective Actions

- Fueling sites damaged by Contractor's operations and associated damage will be repaired at the Contractor's expense. Proposed remedies shall be approved by the Sale Administrator in consultation with a watershed specialist. Repair work shall be accomplished immediately when conditions are such that additional damage to the resources will not occur or when designated by the Forest Service.

The Forest Service retains the authority to suspend any or all of the Contractors operations as needed to protect the resources.

This agreement will be reviewed on an annual basis and modified, if necessary, prior to commencement of

wet weather operations.

Forest Service Representative

Date

Contractor Representative

Date

Wet Weather Operations Glossary

Best Management Practices- Alternative structural and nonstructural practices proven effective in erosion control and management of surface runoff in the Lake Tahoe region.

Disturbed Area- an area where soil, vegetation or other natural feature of a site has been removed or substantially altered.

Gully - A channel resulting from erosion and caused by the concentrated but intermittent flow of water usually during and immediately following heavy rains, at least 18 inches deep and 10 feet long.

Over the snow removal- removal of trees from a project site using yarding equipment capable of traveling over the snow without disturbing the soil or vegetation beneath.

Precipitation event- causing water quality problems is when too much precipitation creates site runoff and causes unacceptable soil compaction.

Rills- are depressions in the surface caused by washing away of soil at least 1/2" deep and 10' long.

Ruts - are vehicle depressions 2" deep for 25 feet or greater in length.

Significant soil disturbance - Damage to soil structure, chemistry and biota through compaction, burning, removal of topsoil, soil contamination or other activities, to the degree that there may be reduced vegetation growth, increased surface runoff or erosion. Soil compaction and other disturbance potential can vary depending upon soil type, rooting depth soil moisture content, surface litter thickness and compaction forces.

SMZ- Streamside Management Zone, for the purposes of this document SMZ is the same as SEZ.

Spill containment plan for wet weather operations- will include the usual containment needs plus water diversion around site and all oil products spill containment.

EXHIBIT H – USFS APPENDIX H – FIRE PLAN

Appendix H

FIRE PLAN Cathedral CTL Project

1. SCOPE:

This project involves reducing hazardous fuels and forest thinning by utilizing ground-based Cut-to-Length (CTL) harvesting and forwarding equipment and to achieve desired fuels and forest stocking levels. The project will include removal of timber and biomass from landings and treatment of residual fuels (mastication of forwarding trails in CTL units and hand falling or mechanical harvesting in WT units). Conifers under 30” diameter will be cut mechanically or hand felled and yarded to landings for removal. The work will be conducted during the Summer Operating season, generally between May 1 and October 30 and will continue for up to 2 years until all treatments have been completed.

The Great Basin Institute will issue 1 or more RFP’s for the harvesting and fuels treatment services outlined in this Supplemental Project Agreement. The contactor(s) hired will be required to follow this FIRE PLAN during all operations on National Forest System lands, this/these contractors are hereinafter referred to as “Contractor”.

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

2. RESPONSIBILITIES:

A. Contractor

- (1) Shall abide by the requirements of this Fire Plan.
- (2) Shall take all steps necessary to prevent his/her employees, subcontractors and their employees from setting fires not required in completion of the contract, shall be responsible for preventing the escape of fires set directly or indirectly as a result of contract operations, and shall extinguish all such fires which may escape.
- (3) Shall permit and assist in periodic testing and inspection of required fire equipment. Contractor shall certify compliance with specific fire precautionary measures in the fire plan, before beginning operations during Fire Precautionary Period and shall update such certification when operations change.
- (4) Shall designate in the Fire Plan and furnish on Contract Area, during operating hours, a qualified fire supervisor authorized to act on behalf of Contractor in fire prevention and suppression matters.

B. Forest Service

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

3. DEFINITIONS:

The following definitions shall apply:

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

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

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

4. **TOOLS AND EQUIPMENT:**

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

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

- **This contract ☒ requires, ☐ does not require, a Fire Box and associated Fire Tools according to CPRC Section 4428.**

A. Fire Tools and Equipment: Contractor shall meet minimum requirements of Section 4428 of the California Public Resources Code (C.P.R.C.). Fire tools kept at each operating landing shall be sufficient to equip all employees in the felling, yarding, loading, chipping, and material processing operations associated with each landing. Fire equipment shall include two tractor headlights for each tractor dozer used in Contractor's Operations. Tractor headlights shall be attachable to each tractor and served by an adequate power source. All required fire tools shall be maintained in suitable and serviceable condition for fire fighting purposes.

Trucks, tractors, skidders, pickups and other similar mobile equipment shall be equipped with and carry at all times a size 0 or larger shovel with an overall length of not less than 46 inches and a 2-1/2 pound axe or larger with an overall length of not less than 28 inches.

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

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

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

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

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

C. Spark Arresters and Mufflers: Contractor shall equip each operating tractor and any other internal combustion engine with a spark arrester, except for motor vehicles equipped with a maintained muffler as defined in C.P.R.C. Section 4442 or tractors with exhaust-operated turbochargers. Spark Arresters shall be a model tested and approved under Forest Service Standard 5100-1a as shown in the National Wildlife Coordinating Group Spark Arrester Guide, Volumes 1 and 2, and shall be maintained in good operating condition. Every motor vehicle subject to registration shall at all times be equipped with an adequate exhaust system meeting the requirements of the California Vehicle Code.

D. Power Saws: Each power saw shall be equipped with a spark arrester approved according to C.P.R.C. Section 4442 or 4443 and shall be maintained in effective working order. An Underwriters Laboratories (UL) approved fire extinguisher containing a minimum 14 ounces of fire retardant shall be kept with each operating power saw. In addition, a size 0 or larger shovel with an overall length of not less than 38 inches shall be kept with each gas can but not more than 300 feet from each power saw when used off cleared landing areas.

- **This contract ☒ requires, ☐ does not require, Section 4E of the Fire Plan.**

E. Tank Truck or Trailer: Contractor shall provide a **water tank truck or trailer** on or in proximity to Contract Area during Contractor's Operations hereunder during Fire Precautionary Period. When Project Activity Level B or higher is in effect, a tank truck or trailer shall be on or immediately adjacent to each active landing, unless otherwise excepted when Hot Saws or Masticators are being used. See Section 6 for specific contract requirements.

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

- (1) Pump, which at sea level, can deliver 23 gallons per minute at 175 pounds per square inch measured at the pump outlet. Pumps shall be tested on Contract Area using a 5/16 inch orifice in the Forester One Inch In-Line Gauge test kit. Pump shall meet or exceed the pressure value in the following table for nearest temperature and elevation:

T e m p	Sea Level		1000 Feet		2000 Feet		3000 Feet		4000 Feet		5000 Feet		6000 Feet		7000 Feet		8000 Feet		9000 Feet		10000 Feet	
55	17 9	23	17 4	23	16 9	23	16 5	22	16 1	22	15 7	22	15 3	22	15 0	21	14 6	21	14 2	21	13 9	21
70	17 5	23	17 1	23	16 6	22	16 2	22	15 8	22	15 4	22	15 0	21	14 7	21	14 3	21	13 9	21	13 6	20
85	17 1	23	16 8	23	16 3	22	15 9	22	15 5	22	15 1	21	14 7	21	14 4	21	14 0	21	13 6	20	13 3	20
100	16 8	23	16 4	23	15 9	22	15 5	22	15 2	22	14 8	21	14 4	21	14 1	21	13 7	20	13 3	20	13 1	20
	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M	P S I	G P M

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

- (2) 300 feet of 3/4-inch inside diameter rubber-covered high-pressure hose mounted on live reel attached to pump with no segments longer than approximately 50 feet, when measured to the extreme ends of the couplings. Hose shall have reusable compression wedge type 1-inch brass or lightweight couplings (aluminum or plastic). One end of hose shall be equipped with a coupling female section and the other end with a coupling male section. The hose shall, with the nozzle closed, be capable of withstanding 200 PSI pump pressure without leaking, distortions, slipping of couplings, or other failures.
- (3) A shut-off combination nozzle that meets the following minimum performance standards when measured at 100 P.S.I. at the nozzle:

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

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

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

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

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

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

Fire extinguishers required for Hot Saws, Masticators and similar equipment identified in Section 4 B. above may be substituted with a 3 gallon CAFS.

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

This equipment and accessories shall also be deliverable to a fire in the area of operations and subject to the requirements for each specific activity level identified in Section 6.

5. **GENERAL**

- A. **State Law:** In addition to the requirements in this Fire Plan, the Contractor shall comply with all applicable laws of the State of California. In particular, see California Public Resource Codes.
- B. **Permits Required:** The Contractor must secure a special written permit from the District Ranger or designated representative before burning, welding or cutting metal or starting any warming fires. If contract requires blasting and storing of explosives and detonators, an Explosives Permit may be required pursuant to the California Health and Safety Code, Section 12101.
- C. **Blasting:** Contractor shall use electric caps only unless otherwise agreed in writing. When blasting is necessary in slash areas, a Fire Patrolperson equipped with a size 0 or larger shovel with an overall length of not less than 46 inches and a filled backpack can (4 or 5 gallon) with hand pump shall remain in the immediate area for an hour after blasting has been completed.
- D. **Smoking:** Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, the CO may approve special areas to be used for smoking. The Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor's supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment, or walking or working in grass and woodlands.
- E. **Storage and Parking Areas:** Equipment service areas, parking areas, and gas and oil storage areas shall be cleared of all flammable material for a radius of at least 10 feet unless otherwise specified by local administrative unit. Small mobile or stationary internal combustion engine sites shall be cleared of flammable material for a slope distance of at least 10 feet from such engine. The COR shall approve such sites in writing.
- F. **Reporting Fires:** As soon as feasible but no later than 15 minutes after initial discovery, Contractor shall notify Forest Service of any fires on Contract Area or along roads used by Contractor. Contractor's employees shall report all fires as soon as possible to any of the following Forest Service facilities and/or personnel listed below, but not necessarily in the order shown:

	Name	Office Address	Office telephone
Dispatch Center	Dispatcher	Camino ECC	530-644-0200
Nearest FS Station	Supervisor's Office	35 College Drive, South Lake, CA	530-543-2600
Inspector		LTBMU Supervisors Office	
COR		LTBMU Supervisors Office	
Forest Supervisor		LTBMU Supervisors Office	

When reporting a fire, provide the following information:

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

▪ This contract ☐ requires, ☒ does not require, Section 5G of the Fire Plan.

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

▪ This contract ☒ requires, ☐ does not require, Section 5H of the Fire Plan.

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

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

<u>Title</u>	<u>Name</u>	<u>Telephone Number</u>
Fire Supervisor		
Fire Patrolperson		

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

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

6. EMERGENCY PRECAUTIONS

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

Fire Danger Rating Area/Fire Weather Station for Project

Baron RAWS (Meyers, CA)

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

Phone Number or Website to obtain Predicted Activity Levels:

530-295-5699

https://gacc.nifc.gov/oncc/predictive/weather/pal_combined_report.html

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

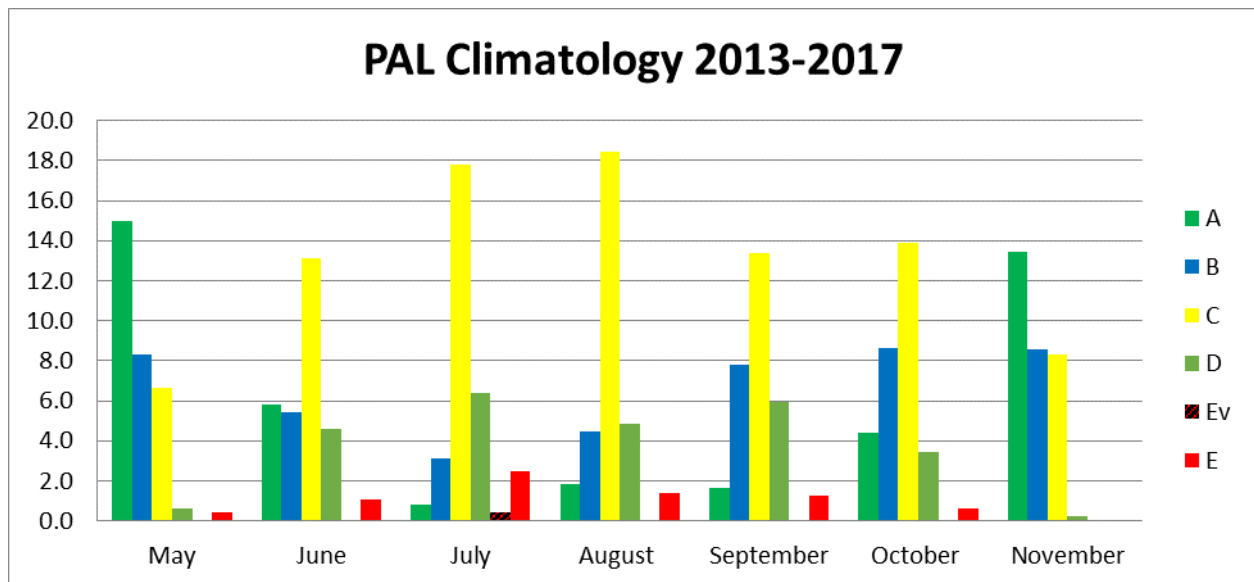
PROJECT ACTIVITY LEVEL

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
A	Minimum requirements noted above in Sections 4 and 5.
B	1. Tank truck, trailer, or approved CAFS substitute shall be on or adjacent to the Active Landing.
C	1. When Hot Saws or Masticators are operating, a tank truck, trailer, or approved CAFS substitute shall be within ¼ mile of these operations. Effective communications shall exist between the operator and the Active Landing. 2. Immediately after Mechanical Operations cease, Fire patrol is required for two hours.
D	1. Immediately after Hot Saw or Masticator operations cease, Fire patrol is required for three hours. 2. No Dead Tree felling after 1:00 PM, except recently dead. 3. No burning, blasting, welding or cutting of metal after 1:00 PM, except by special permit.

Level	<i>Project Activity Minimum Requirements and Restrictions. Restrictions at each level are cumulative.</i>
Ev	1. The following activities may operate all day: a) Loading and hauling logs decked at approved landings. b) Loading and hauling chips stockpiled at approved landings. c) Servicing equipment at approved sites. d) Dust abatement, road maintenance (Chainsaw use prohibited), culvert installation within cleared area, chip sealing, paving, earth moving or rock aggregate stock pile loading and installation (does not include pit or quarry development). e) Chainsaw and log processing operations associated with loading logs or other forest products at approved landings. 2. Hot Saws or Masticators may operate until 1:00 PM; provided that: a) A tractor with a blade or other equipment capable of constructing fireline is on or adjacent to the active landing or within ¼ mile of the operating equipment. This piece of equipment shall have effective communication with the Hot Saw or Masticator. b) Any additional restrictions specified by the Forest. 3. All other conventional Mechanical Operations are permitted until 1:00 PM. 4. Some operations may be permitted after 1:00 PM, on a case-by-case basis, under the terms of a PAL Ev Variance Agreement. Activities for which a Variance may be issued are: • Rubber Tire Skidding • Chipping on Landings • Helicopter Yarding • Fire Salvage When approved by a Line Officer, a Variance Agreement can be implemented when the criteria specified in the agreement are met and mitigation measures are in place. This approval is good for ten (10) days unless cancelled sooner or extended by the Contracting Officer for an additional ten (10) days. Variance approval can be withdrawn at the sole discretion of the Forest Service. Variance approval is contingent on the 7-day fire weather forecast, fuel conditions, site characteristics, current fire situation, state of Contractor's equipment for prevention and suppression readiness, type of operation and social and community considerations etc. (See attached Project Activity Level Variance Agreement).
E	The following activities may operate all day: 1. Loading and hauling logs decked at approved landings. 2. Loading and hauling chips stockpiled at approved landings. 3. Servicing Equipment at approved sites. 4. Dust abatement, road maintenance (chainsaw use prohibited) or loading stock piles and rock aggregate installation (does not include pit or quarry development). 5. Chainsaw operation associated with loading at approved landings. All other activities are prohibited.

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

Project Activity Level Climatology							
Station/SIG/Unit:		MEYERS/BARON			Years Analyzed		2013 - 2017
	Expected Days per Month at each PAL Value						Days Analyzed
Month	A	B	C	D	Ev	E	
May	15.0	8.3	6.7	0.6	0.0	0.4	149
June	5.8	5.4	13.1	4.6	0.0	1.1	144
July	0.8	3.1	17.8	6.4	0.4	2.5	150
August	1.8	4.5	18.4	0.6	0.0	1.4	153
September	1.0	7.8	13.4	6.0	0.0	1.3	146
October	4.4	8.7	13.9	3.4	0.0	0.6	154
November	13.4	8.6	8.3	0.2	0.0	0.0	145
Total Per Season	42.3	46.3	91.6	21.8	0.4	7.3	



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

Project Name: _____
Contract Number: _____
Contractor Name: _____
Request #__, for period: _____
Units/Subdivisions Affected: _____

Location of operation:

Slope

Aspect

Elevation

Fuels on site

Fuels in surrounding area

7 Day PAL Outlook

Short range predictions (Red
Flags)

Fuel Moistures

Response time of suppression
resources

Potential for ignition

RAWS location

Current Fire Situation:

Draw down information

National Readiness Level

Contractual considerations:

Normal Operating Season

Frequency of recent contract fires
in area

Type of operation

Contractors past/current
performance & equipment readiness

Other site specific mitigation or
precaution (i.e. Contractors
proposals)

Social & Community Considerations:

Proximity of high value resources

Sensitivity of location

Proposed Actions:

Description of Mitigation Measures:

Remarks:

Fire Management Officer Concurrence

Date

Line Officer Approval

Date

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

Contracting Officer

Date

Contractor Representative

Date

EXHIBIT I – SAMPLE CONTRACT

TMU-26-CAT-01: Cathedral Cut-to-Length

I.1 SAMPLE CONTRACT - FOR REFERENCE ONLY

This Sample Contract is provided as part of this Request for Proposals (RFP) to illustrate the general terms and conditions under which the selected Contractor is expected to perform the Work. The document is included to provide prospective bidders with transparency regarding the contractual framework anticipated for this project.

The Sample Contract reflects the standard contractual provisions typically used by Great Basin Institute (GBI) for forestry service contracts of this type. Following contractor selection, GBI anticipates that the final executed contract will substantially conform to the provisions contained in this Sample Contract. However, certain elements will be updated or modified to reflect project-specific information included in the RFP and the successful bidder's proposal. Such modifications may include, but are not limited to:

- Scope of Work and deliverables
- Project schedule and performance period
- Insurance requirements and limits
- Exhibit references and attachments
- Other administrative or project-specific provisions referenced throughout the RFP

GBI reserves the right to revise or supplement the final contract as necessary to incorporate the selected proposal, negotiated terms, and applicable project requirements.

I.2 ACCEPTANCE OF CONTRACT FRAMEWORK

By submitting a proposal in response to this RFP, the bidder acknowledges review of this Sample Contract and indicates its willingness to enter into a contract substantially consistent with the terms and conditions contained herein, subject to project-specific modifications described in this RFP. Any requested exceptions to, or proposed modifications of, the Sample Contract must be clearly identified and submitted in writing as part of the bidder's proposal. GBI reserves the right, in its sole discretion, to accept or reject any requested exceptions or modifications. Failure to identify requested exceptions or modifications in the proposal submission may be deemed acceptance of the Sample Contract terms as presented.

I.3 INTERPRETATION OF RFP AND CONTRACT DOCUMENTS

The Request for Proposals (RFP), including all exhibits, USFS appendices, attachments, and addenda, is intended to be read as a complementary set of documents describing the project requirements and anticipated contractual framework.

To the extent practicable, the provisions of the RFP and the final executed contract will be interpreted in a manner that gives effect to all applicable requirements. If a conflict or inconsistency is identified between the RFP and the Sample Contract, GBI reserves the right to determine the controlling provision and clarify the applicable requirement in the final executed contract.

By submitting a proposal, bidders acknowledge that the RFP, the Sample Contract, and any addenda issued during the solicitation process collectively establish the expectations for contractor performance.

FORESTRY SERVICE SAMPLE CONTRACT

CONTRACT NUMBER

This Forestry Service Contract (the “Agreement”) is entered into and effective as of DATE PENDING by and between

GREAT BASIN INSTITUTE (“GBI”) with its principal place of business being located at 16750 Mount Rose Highway, Reno, Nevada 89511, and COMPANY X, with its principal place of business being located at ADDRESS (the “Contractor”).

RECITALS

- A.** Pursuant to a Supplemental Project Agreement, dated as of DATE PENDING (the “SPA”), under a Master Stewardship Agreement dated as of DATE PENDING (together with the SPA, the “MSA”), the United States Department of Agriculture Forest Service (the “Forest Service”) authorized GBI to implement landscape restoration activities on National Forest System lands administered by the Lake Tahoe Basin Management Unit (LTBMU), Pacific Southwest Region (Region 5), in California.
- B.** Pursuant to the MSA, the Forest Service staff and GBI developed and issued this Request for Proposals, TMU-26-CAT-01, dated DATE PENDING, for the Cathedral Cut-to-Length Project (the “Project”), under which qualified contractors are sought to perform cut-to-length thinning, fuels and biomass treatment, slash removal, and road maintenance/erosion control on LTBMU lands.

- C. GBI evaluated the bids received based upon relevant factors and standards set forth in the MSA and in accordance with GBI's Procurement Policy in effect from time to time and found that Contractor qualified to provide the necessary equipment and services for the implementation of the Project.
- D. GBI posted a Notice of Intent to Award on DATE PENDING and thereby desires to award the Project to Contractor under the terms and conditions contained herein.
- E. Contractor, itself or through its subcontractors, desires to implement the Project and has reviewed the Services (as defined herein) and equipment to be supplied pursuant to this Agreement and is ready, willing, and able to provide all such equipment and services in accordance with its terms.

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

SECTION 1: PURPOSE

1.01. The purpose of this Agreement is to document the cooperative effort between GBI and Contractor to maintain, restore, and improve the ecological conditions in support of the objectives of the U.S. Forest Service and other project partners. This Agreement establishes the general framework for cooperation, resource sharing, and project implementation, while providing flexibility to apply these provisions to site-specific projects described in the RFP, associated exhibits, and other project documentation.

SECTION 2: TERMINOLOGY, EXHIBITS, APPENDICES, AND SUPPLEMENTS

2.01 Terminology. Words and phrases used herein may have different meanings or interpretations for different readers. To establish a common understanding, some words and phrases as used herein are defined throughout the Agreement. The hierarchy of terminology will be those defined by statute or regulation, those defined in the RFP, those defined in the MSA, those defined in the SPA, and then those defined in this Agreement.

2.02 Incorporation of Exhibits into Agreement. The following Exhibits and USFS Appendices are hereby incorporated into and made part of this Agreement:

Exhibit A: RFP RESPONSE PACKET

Exhibit B: INSURANCE REQUIREMENTS

Exhibit C: GENERAL REQUIREMENTS

OTHER EXHIBITS AND USFS APPENDICES LISTED IN THE RFP

This Agreement and all Exhibits and USFS Appendices thereto may be referred to as the “Contract Documents”. The referenced Exhibits may contain templates to be used in conjunction with the performance of this Agreement and as such, completion and/or execution of those templates within the Exhibits do not require formal modification to this Agreement. Also, as necessary, the parties may introduce new or revised Exhibits as a component of the Project without necessitating a formal modification to this Agreement, so long as they do not conflict with the terms of this Agreement.

2.03 Acknowledgement of Supplements to the Agreement. Supplements to this Agreement may be found in the Exhibits and may include, among other things, operating plans, joint projects and project plans, supplemental project agreements, and cost share agreements authorized by the Forest Service and mutually agreed upon and executed by GBI and Contractor to further describe working relationships, financial arrangements, and joint activities not otherwise specified in this Agreement. Any inconsistencies in this Agreement and attachments thereto shall be resolved by giving precedence to this Agreement.

2.04 Hierarchy of Precedence. In the case of conflicts, errors, or discrepancies in any of the Contract Documents, the order of precedence shall be as set forth in this Section 2.04. Within the same order of precedence, specific requirements shall take place over general requirements:

- A. Approved Change Orders
- B. Scope of Work Addenda
- C. This Agreement and Exhibits and USFS Appendices thereto
- D. MSA
- E. Contractor Response Packet

SECTION 3: SCOPE OF WORK, RESPONSIBILITIES OF CONTRACTOR, AND TERM

3.01 Equipment and Services. The Contractor agrees to diligently provide all equipment and services for the Project in accordance with each Scope of Services Addendum made part of this Agreement (individually and collectively, the “Services”), as they may evolve and be supplemented, modified, or replaced during the

Term, and shall comply strictly with all of the terms and conditions of the RFP (including all Exhibits and USFS Appendices) and incorporated into this Agreement.

3.02 Multiple Scopes of Work. This Agreement may be used by the parties to cover the performance of more than one distinct Scope of Work Addendum by designating a portion or subpart of Exhibit A to apply a specific Scope of Work Addendum, as defined in said Exhibits or Schedules.

3.03 Responsibilities. The Contractor shall perform the Services in accordance with the following:

- A. Attend a pre-work conference at a mutually agreed upon date and time with the Forest Service and GBI to discuss Contractor's plan of operations and any pre-work documentation or supplements prior to performing the Services included in this contract.
- B. Provide a general plan of operations in form and substance approved by GBI to include estimated start and completion dates for all treatment units and Services for each Scope of Services Addendum made part of this Agreement.
- C. Hold timely progress and coordination meetings with GBI and the Forest Service to provide for an easy flowing project.
- D. D. Perform its obligations under this Agreement in strict compliance with all applicable technical and operational requirements incorporated into the RFP, including Exhibits E through H (USFS Appendices E through H).
- E. Monitor, adhere to, promote, and enforce all safety regulations as outlined by the Forest Service, GBI, the Occupational Safety and Health Administration ("OSHA"), and other relevant regulations promulgated by other local, state, and federal government agencies.
- F. Identify a qualified party or parties responsible to GBI for follow up on any problems, delays, or questions about the Services or the Project, safety concerns or violations, and wrongful acts or omissions by Contractor and its subcontractors.
- G. Employ none but skilled, competent, and qualified personnel to perform the Services and shall maintain discipline and order in the performance of the Services at all times.

- H. Maintain and provide to GBI a copy of its comprehensive insurance policy as required under Section 6.02 of this Agreement along with proper documentation showing GBI as an additional or secondary insured.
- I. Provide to GBI a copy of its “Edit Company Profile” page directly from E-Verify.gov to prove its enrollment in and use of the E-Verify system to confirm employment eligibility of its employees. This page contains proof of enrollment in E-Verify. GBI will not use an independent contractor/consultant if it knows that the independent contractor is an alien who is not authorized to work in the United States.
- J. Cooperate with and authorize GBI to conduct any searches or checks of Contractor in the System for Award Management (“SAM”), the U.S. Government system that tracks companies, contractors and individuals that are presently excluded, debarred, or suspended from entering into covered transactions with the Federal government according to the terms of 2CFR Part 180.
- K. Immediately notify GBI if Contractor or any of its principals receive a transmittal letter or other official Federal notice of debarment or suspension, whether voluntary or involuntary.
- L. Contractor shall be responsible to GBI for the acts and omissions of its employees, agents, subcontractors, subcontractor’s employees and agents, and all other persons performing any of the work or supplying materials under a contract to Contractor.
- M. Immediately pay any fines assessed by GBI for non-compliance of safety regulations, or authorize GBI to deduct such fines from Contractor’s payment under any Invoice.

3.04 Approvals. Contractor is solely responsible for obtaining all governmental licenses, permits, and approvals required of or deemed necessary or appropriate by GBI and the Forest Service in order to perform under this Agreement.

3.05 Workmanship and Safety. All work performed under this Agreement shall be done and completed in a thorough, workmanlike manner, in accordance with all relevant safety requirements and special area requirements outlined in the RFP (the “Criteria”), notwithstanding any omission from these specifications or the drawings, and it shall be the duty of the Contractor to call attention to apparent errors or omissions and request instructions before proceeding with the work. GBI may, by appropriate instructions, correct errors and

omissions, which instructions shall be binding upon the Contractor as though contained in the original Contract Documents. All work must be satisfactory to GBI. Work not in accordance with the Criteria contained in the Contract Documents, in the opinion of the GBI, shall be made to conform. Contractor shall take any additional precautions as the GBI may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement or Contractor's right to proceed in accordance with the default provisions of the Contract Documents.

- A. Contractor's operations shall facilitate GBI's safe and practical inspection of Contractor's operations and conduct of other official duties for the Project. Contractor has/have all responsibility for compliance with safety requirements for Contractor's employees. When operations are in progress adjacent or on Forest Service controlled roads and trails open to public travel, Contractor 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.
- B. During periods of general recreation activity within Stewardship Project Area (as defined in the exhibits to this Agreement) or vicinity, GBI, at the direction of the Forest Service, may restrict road construction, timber cutting, yarding, and other harvesting operations to days other than Saturdays, Sundays, and holidays.

3.06 Apprentices. Throughout its performance of the Services, if Contractor or any of its subcontractors shall employ apprentices, Contractor and any of its subcontractors shall comply with the provisions of Section 1777.5 of the California Labor Code, as amended. In the event Contractor or any of its subcontractors willfully fails to comply with the aforementioned Labor Code, such Contractor or its subcontractor shall be subject to the penalties for non-compliance contained in the Labor Code.

3.07 Warranty. Where any work is performed by Contractor's own forces or its subcontractors, Contractor shall warrant that all materials and equipment included in such work will be good working order without material defects, and that such work will be of good quality, free from improper workmanship and defective materials in conformance with the terms and conditions of this Agreement and the specifications of the Project. With respect to the same work, Contractor further agrees to correct all work found by GBI to be defective in material and workmanship or not in conformance with the terms and conditions of this Agreement and the specifications of the Project.

3.08 No Mechanics Lien. Contractor agrees not to suffer or permit any lien on any mechanic or materialman to be placed or filed against GBI, the Forest Service, or the Project. In case any such lien shall be filed,

Contractor shall immediately satisfy and release such lien of record. If Contractor shall fail to have such lien satisfied, released of record, or bonded around within thirty (30) days after its filing, GBI may, on behalf of Contractor, without being responsible for making any investigation as to the validity of such lien and without limiting or affecting any other remedies GBI may have, pay the same and Contractor shall pay GBI on demand the amount so paid by GBI.

3.09 Quality Control. In conjunction with the Forest Service, GBI shall provide timely supervision of Contractor's performance of the Services, providing instructions when the work does not conform to the requirements, or the plans and specifications contained in this Agreement. Work under a Scope of Work Addendum shall be subject to GBI's approval. Contractor shall exert its influence and control over each employee to ensure that corrections are made in a timely manner so as not to affect the efficient progress of the Project. Should disagreement occur between Contractor and GBI over acceptability of work and conformance with the requirements of the specifications and plans, GBI shall be the final judge of performance and acceptability. If Contractor refuses or neglects to replace such defective work it may be replaced by the GBI at the expense of the Contractor, and its sureties shall be liable therefore.

3.10 Term. This Agreement shall commence immediately upon execution by both GBI and Contractor and shall continue for two (2) years from the date of execution, unless the awarded work is completed and accepted earlier or the Agreement is terminated or modified pursuant to its terms.

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

3.12 Damages. All losses or damages to material or equipment to be furnished pursuant to the Contract

Documents occurring prior to receipt and final acceptance of the Services shall be sustained by the Contractor. The Contractor shall sustain all losses arising from work not accomplished, whether by foreseeable or unforeseeable obstructions or difficulties, either natural or artificial, encountered in the performance of the Services, or from any action of the elements prior to final acceptance of the work, or from an act or omission on the part of the Contractor not authorized by the Contract Documents. Damages shall be calculated by the Forest Service based upon the cost of completing the Project due to non-performance of Contractor or its subcontractors.

3.13 Texting While Driving. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately-owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. Contractor hereby agrees to adopt and enforce policies for itself, its employees, subcontractors, agents, and affiliates that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while performing any work pursuant to this Agreement.

3.14 Smoking. Smoking shall not be permitted during fire season, except in a barren area or in an area cleared to mineral soil at least three feet in diameter. In areas closed to smoking, GBI, at the direction of the Forest Service, may approve special areas to be used for smoking. Contractor shall sign designated smoking areas. Contractor shall post signs regarding smoking and fire rules in conspicuous places for all employees to see. Contractor’s supervisory personnel shall require compliance with these rules. Under no circumstances shall smoking be permitted during fire season while employees are operating light or heavy equipment or walking or working in grass and woodlands.

SECTION 4: FUNDING, INVOICES, PAYMENT, DELAYS

4.01 Funding. GBI’s obligations under this Agreement have been funded, in whole or in part, by one or more Funding Partner(s), which may include Federal funds from the Forest Service under the MSA, state, local, or other public or private funding sources. For the purposes of this Agreement, "Funding Partner(s)" refers to any entity providing funding, grants, or other financial support to GBI for the Project. Contractor acknowledges that GBI’s ability to make payments under this Agreement is contingent upon receipt of funds from the applicable Funding Partner(s), subject to the terms of Provision 4.05 (Paid when Paid).

4.02 Purchase Agreements. Contractor reserve the right to enter into a separate agreement with third parties regarding, among other things, the disposition of forest products accumulated as a result of Contractor’s performance of this Agreement and mutually agreed upon terms and conditions and subject to fair market value rates in existence from time to time.

4.03 Monthly Estimates of Production Rate. To support GBI’s requests for advance payment from Project Funder(s), the Contractor shall independently develop and report probable production rates (e.g., acre/ton/miles) showing in reasonable detail its projected work costs in thirty (30) day increments (the “Estimate”). Contractor will deliver the Estimate to GBI for each ensuing thirty (30) day period at least five (5) days before the conclusion of the previous thirty (30) day period, unless an GBI approves an alternative schedule in writing.

Each Estimate shall be prepared based on realistic and achievable production expectations. Contractor acknowledges that submitting an Estimate that exceeds actual capacity or anticipated work may result in delays in payment, funding adjustments, or project scheduling impacts, while Estimates that are conservatively realistic help ensure timely processing of payments and advance funding. Estimates are provided for planning purposes only, and actual payments are contingent upon properly completed work and receipt of funds from the Funding Partner(s) under Provision 4.05 (Paid When Paid). GBI may adjust subsequent funding requests or advances based on actual work performed relative to submitted Estimates.

4.04 Monthly & Bi Weekly Invoices. Upon acceptance of work, the Contractor shall submit invoices in a format acceptable to GBI or using the Proposal Bid Sheet included in Exhibit A of the RFP. Invoices shall detail all costs incurred on account of the Project for work performed and contain, at a minimum:

- A. GBI Contract number.
- B. Unique invoice number.
- C. Remit-to address.
- D. Service dates.
- E. Itemized description of services, including unit cost, quantity, applicable unit, road number, or other relevant identifiers.
- F. Written acceptance of work in accordance with Provision 3.04 for all work completed during the invoice period.
- G. Any supporting documentation necessary to justify the amount requested.

GBI may, at its sole discretion, require invoices to be submitted monthly, bi-weekly, or on specified regular dates as deemed appropriate for project oversight and coordination. GBI shall notify the Contractor of any invoice adjustments required. Payment shall not exceed the total negotiated contract amount, as referenced in the executed Agreement or Scope of Work Addendum. All invoices shall be subject to the payment conditions set forth in Provision 4.05.

4.05 Paid when Paid. All payment obligations described in Provisions 4.04 through 4.08 and Provision 4.12 are expressly subject to the conditions set forth in this Provision 4.05 (Paid When Paid). GBI shall pay Contractor the agreed-upon amount for undisputed portion of each properly completed invoice only after GBI has received payment from the Project Funder(s). This arrangement shall be known as a "Paid When Paid" provision as applicable under the Miller Act and appropriate state law. Contractor expressly acknowledges and agrees that payment by GBI is contingent upon receipt of payment from the Project Funder(s). GBI shall make reasonable efforts to collect payment from the above noted Project Funder(s) in a timely manner. However, GBI shall not be liable to Contractor for any delay or non-payment caused by the Project Funder(s), unless such delay or non-payment is due to GBI's own failure to perform its contractual obligations. In the event GBI does not receive payment from the Project Funder(s) for any reason, including but not limited to insolvency, default, or dispute, GBI shall not be obligated to make any corresponding payment to Contractor unless otherwise expressly agreed to in writing. Notwithstanding, in the event that Contractors undisputed portions of invoices remain unpaid more than ninety (90) days from the date of the GBI's receipt of the invoice, Contractor may suspend services without liability for delay or nonperformance.

4.06 Partial Payments. Within twenty (20) business days of receipt by GBI of a complete and proper invoice containing all of the information required by GBI, including acceptance of work, in the event the invoice differs more than [10%] (a "Material Difference") from the relevant Estimate, GBI shall have the right to make partial payments to Contractor on the basis of the amounts certified and approved pursuant to the Estimate. Any payment for amounts outside of the Estimate must be separately approved by GBI and shall remain subject to the conditions set forth in Provision 4.05 (Paid When Paid).

4.07 Payment of Invoices. GBI shall pay the Contractor upon receipt of the Contractor's invoice and written approval of the same by the Forest Service. Contractor shall not be entitled to any payment by GBI except pursuant to validly executed and satisfactorily performed Scope of Work Addendums and in compliance with Provision 4.05. GBI will endeavor to process undisputed payments on a monthly basis based upon the amount of work accomplished, accepted, and approved by GBI and the Forest Service. GBI shall retain 10% of the amount of each payment, as surety to ensure complete and satisfactory performance of all work included in the contract. Retainage is intended to protect GBI against incomplete, defective, or nonconforming work. GBI may, at its sole discretion, reduce or release retainage after verifying that the contractor has satisfactorily completed work, or increase the total retainage, including requiring additional funds, up to 150% of assessed damages, if risks, defects, or damages are identified. On completion and acceptance of a part of the work on which the price is separately stated in a Scope of Work Addendum, payment may be made in full, including retained percentages, less authorized deductions.

4.08 Final Payment. Final payment constituting the unpaid balance of the cost of the Project shall be due and payable after GBI and the Forest Service has accepted occupancy of the Project, provided that the Project

be then finally completed, that the Contractor has verified by his signature that he has completed all items specified and that this Agreement has been finally performed. However, if there should remain work to be completed, the Contractor and GBI shall list those items prior to receiving final payment and GBI may retain a sum equal to one hundred fifty percent (150%) of the estimated cost of completing any unfinished work and portion of the Contractor's retainage, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items are likewise listed separately. Thereafter, GBI shall pay to Contractor, monthly, the amount retained for each incomplete item after each of said items is completed.

4.09 Change Orders. Changes in the work will be granted only in accordance with Section 2 of Exhibit B of this Agreement.

4.10 Delays. Delays will be granted only in accordance with Section 4 of Exhibit B of this Agreement.

4.11 Claims for Additional Cost or Time. The currently approved overall Project schedule shall be the basis for interpreting any and all time-associated provisions of any Scope of Work Addendum, including proposed time extensions. If there are any time delays or disruptions during the Project, within ten (10) days after a delay commences, Contractor will provide to GBI a time impact analysis ("TIA") clearly showing the impact on the current schedule and conclusively providing the validity of the proposed extension. In order to request additional time or compensation associated with changes or delays, Contractor shall submit a written request for time extension along with a TIA. The TIA shall demonstrate the time impact of each change or delay based on the date of the change or start of delay on the Contractor's current construction schedule. Each TIA shall include how the Contractor proposes to incorporate the changes or delays into its construction schedule. The Contractor's failure to submit the TIA in accordance with this section shall constitute a waiver and abandonment by Contractor of any claims for time related issues.

4.12 GBI's Obligation to Pay Contractor. All materials, finishes, and processes shall be subject to rejection for just cause by GBI. Acceptance or rejection of a material, finish or process shall be expressed only in writing. Any provision of the Contract Documents to the contrary notwithstanding, GBI also shall have no obligation to pay Contractor amounts otherwise payable under this Agreement if (i) any of the following circumstances has occurred, (ii) the occurrence of such circumstances is not solely caused by GBI's wrongful withholding of amounts payable to Contractor under this Contract, and (iii) such circumstances have not been remedied or eliminated to Owner's reasonable satisfaction:

- A. Contractor has failed to make any payment due to Contractor's subcontractors and suppliers for the material and labor used in the performance of the Services; or

- B.** A claim of lien has been recorded against GBI or the Forest Service, a stop notice has been served on GBI, or funds of GBI have been garnished or attached in connection with the Project unless Contractor has supplied GBI with an acceptable bond; or
- C.** Reasonable evidence indicates a probability (i) that a claim of lien will be recorded, a stop notice will be served, or funds of GBI will be garnished or attached, (ii) that Contractor has otherwise failed to make payments to subcontractors and suppliers, unless Contractor has supplied GBI with an acceptable bond; or (iii) that Contractor is not in compliance with any applicable safety regulations as outlined by the Forest Service, GBI, OSHA, or any other local, state, or federal government agencies, as determined by GBI.
- D.** GBI, in its reasonable good faith judgment, determines that the unpaid amount of the Invoice plus the cost of any necessary but pending Change Orders (after payment of the amount requested in the Invoice) will not be sufficient to complete the Scope of Work Addendum in accordance with the Criteria, in which case Contractor shall perform so much of the Services at its sole cost as is necessary to ensure that the unpaid amount of the Invoice plus the cost of any necessary but pending Change Orders will be sufficient to complete the Scope of Work Addendum before GBI shall be obligated to make any further payments to Contractor; or
- E.** Contractor has failed to perform an obligation on its part to be performed under the Contract Documents or under any other contract between Contractor and GBI; or
- F.** Neither Contractor nor its insurance carrier has reimbursed GBI for damage caused to GBI or any other contractor as a consequence of a default by Contractor or the acts or omissions of Contractor, or its agents, employees, subcontractors or suppliers; or
- G.** GBI, in its reasonable, good faith judgment, determines that the Scope of Work Addendum will not be completed within the applicable time (as extended by excusable delays) through no fault of GBI or Forest Service; or
- H.** Contractor persistently and unreasonably fails to carry out the Services in accordance with the Scope of Work Addendum, the Criteria, and the Contract Documents.

SECTION 5: RESPONSIBILITIES AND AUTHORITY OF GBI; CHANGES IN THE PROJECT; SUSPENSION OF WORK

5.01 GBI's Project Manager. GBI shall designate a representative who is properly acquainted with the Project and who will coordinate directly with the Forest Service to assist Contractor in the administration of the Project. The GBI will reserve the right to delegate all authorities of the Project Manager to other employees/subcontractors as necessary to properly administer the agreement.

5.02 Site Survey and Report. To the extent such information is in its possession or obtainable from the Forest Service, GBI shall provide all available surveys describing the physical characteristics, soil reports, and subsurface investigations, legal limitations, utility locations, and a legal description related to the Project. GBI does not warrant the completeness or the current accuracy of any reports.

5.03 Changes and Modifications. No changes to this Agreement or the performance of the Project contemplated hereunder will be made unless the same are made in accordance with the RFP, Exhibit C, Section 8 and are made in writing and executed by GBI and Contractor.

5.04 Temporary Suspension of Work. GBI shall have the authority to suspend the work wholly or in part for such periods as may be deemed necessary because of unsuitable weather, for failure of surety, or other conditions, or for failure on the part OF Contractor to carry out the instructions of GBI as provided in this Agreement. No provision of this Section shall be construed as entitled Contractor to compensation for delays due to the following: inclement weather, suspensions made at the request of the Forest Service, suspensions made at the request of Contractor, failure of surety, suspensions ordered as a result of Contractor's non-conformance with the Agreement or as a result of Contractor's failure to carry out the instructions of GBI's Project Manager.

5.05 Emergencies. In any emergency affecting the safety of persons or property, Contractor shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in costs or extension of time claimed by Contractor on account of emergency work shall be determined as provided in this Section.

SECTION 6: INSURANCE, INDEMNITY; WAIVER OF SUBROGATION

6.01 Indemnification. The Contractor agrees to indemnify and hold GBI harmless from all claims for bodily injury, property damage that occurred or is alleged to have occurred (other than the work itself and other property insured under section 6.02), violations of any safety regulations, any allegation that materials or services developed, provided, or used for this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party, failure to perform the

Services in accordance with this Agreement, and any liens, bonds, encumbrances, claims, losses, suits, damages (legal or otherwise), that may arise in whole or part from the Contractor's operations and performance under this Agreement, to the extent the damage is caused by the Contractor, its agents, employees or subcontractors, vendors of any tier. The Contractor shall be liable to GBI for all claims that may arise from the Contractor's performance pursuant to this Agreement and shall indemnify and hold harmless GBI for any claim matter that arises from the Contractor's alleged breach of contract with GBI. Contractor further agrees to defend any and all such actions, suits, or claims, and pay all charges of attorneys, fees, and all other costs and expenses of defenses as they are incurred. If any judgement is rendered or settlement reached against GBI or the Forest Service, Contractor shall, at its expense, satisfy and discharge the same. This Section 6.01 shall survive termination or expiration of the Agreement.

A. GBI's Role as Steward. Contractor understands and recognizes GBI's role in the Project is that of a steward and liaison between the Contractor and the Forest Service, and Contractor expressly recognizes that the Forest Service retains ultimate ownership of the Project. GBI will exercise normal stewardship activities in overseeing the Project activities performed under this Agreement, including, but not limited to, conducting site visits; reviewing performance and financial reports; providing technical assistance and/or temporary intervention in unusual circumstances to correct deficiencies which develop during the project; assuring compliance with terms and conditions; and reviewing technical performance during and after Project completion to ensure that the award objectives have been accomplished. Contractor is required to provide any information, documents, or other assistance requested by GBI reasonably necessary for the purpose of its stewardship or substantial involvement.

6.02 Contractor's Insurance. The Contractor shall not commence any work in connection with this Agreement until it has obtained, on a primary basis and at its sole expense, all of the following types of insurance and such insurance has been approved by GBI during the life of this Agreement. Contractor shall further not allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in California or Nevada. GBI shall be named an additional insured on all the policies recited for each Activation and shall be entitled to the fullest primary coverage permitted by law. All insurance related documents must indicate the Project.

A. Worker's Compensation. The Contractor shall take out and maintain during the life of this Agreement Worker's Compensation Insurance for all his employees connected with the work of this Project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply with the California's Worker's Compensation Law and any applicable Federal Workmen's Compensation Laws. In case any class of employees engaged in hazardous work under this contract at the site of the Project

is not protected under the Worker's Compensation statute, the Contractor shall provide adequate insurance, satisfactory to GBI, for the protection of employees not otherwise protected with minimum limits of: **1)** \$100,000 per occurrence

- 2)** \$100,000 per employee
- 3)** \$500,000 total policy value

B. Contractor's Public Liability and Property Damage Insurance. The Contractor shall take out and maintain during the life of this Agreement Comprehensive General Liability and Comprehensive Automobile Liability Insurance as shall protect it from claims for damage for premises and operations, products and completed operations, contractual liability insuring the obligations assumed by Contractor in this Agreement, broad form property damage (including completed operations), explosion, collapse, and underground hazards, and personal injury liability (with deletion of the exclusion for liability assumed under contract), including accidental death, as well as claims for property damages which may arise from operating under this Agreement whether such operations are by himself or by anyone directly or indirectly employed by it, and the amount of such insurance shall be minimum limits of liability:

- 1)** \$2,000,000 each occurrence (combined single limit for bodily injury and property damage)
- 2)** \$2,000,000 for personal injury liability,
- 3)** \$2,000,000 aggregate for products-completed operations **4)** \$2,000,000 general aggregate.

C. Automobile Liability Coverages. The following automobile liability will be required and coverage shall apply to all owned, hired, and non-owned vehicles use with minimum limits of:

- 1)** \$1,000,000 combined single limit, or
- 2)** \$500,000 bodily injury per person, **3)** \$1,000,000 bodily injury per accident, and **4)** \$500,000 property damaged per accident.

D. Umbrella Liability or Excess Liability Insurance. GBI may require Contractor to carry Umbrella Liability or Excess Liability Insurance for not less than the following limits in excess of the limits provided by Contractor's Commercial General Liability and Auto Liability Policies:

- 1)** \$5,000,000 each occurrence (combined single limit for bodily injury and property damage)
- 2)** \$5,000,000 aggregate for products-completed operations
- 3)** \$5,000,000 general aggregate

i. The “general aggregate” limit shall apply separate to Contractor’s work under this Agreement.

E. Subcontractor’s Public Liability and Property Damage Insurance. In the event Contractor engages any subcontractor, Contractor shall require each and every subcontractor to procure and maintain during the life of the subcontract, insurance of the type specified above or insure the activities of its subcontractors in Contractor’s policy, as specified above.

F. Indemnification Rider. The following indemnification clause, or one substantially similar and in a form acceptable to GBI must be included in the policy. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless GBI and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from the performance of the Services, provided that any such claim, damage, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Project itself) including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right to obligation of indemnity which would otherwise exist as to any party or person described in this Article, nor shall the Contractor be responsible to indemnify the GBI for GBI’s negligence.

In any and all claims against GBI or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

G. Specific Coverage Required. The following coverages or endorsements must be included in the policy(ies):

- 1) The GBI, its Directors, officers, and employees are Additional Insureds in the policy(ies) as to the work being performed under the contract.
- 2) The coverage is Primary and non-contributory to any other applicable insurance carried by the GBI.
- 3) The policy(ies) covers contractual liability.

- 4) The policy(ies) is written on an occurrence basis.
- 5) The policy(ies) covers the GBI's Property in Consultant's care, custody, and control. 6) The policy(ies) covers personal injury (libel, slander, and wrongful entry and eviction) liability.
- 7) The policy(ies) covers explosion, collapse, and underground hazards, fire suppression expense, property damage to forest land due to fire, and property damage to non-owned automobiles and equipment due to fire.
- 8) The policy(ies) covers products and completed operations.
- 9) The policy(ies) covers the use of owned, non-owned, and hired automobiles.
- 10) The policy(ies) and/or a separate pollution liability policy(ies) shall cover pollution liability for claims related to the release or the threatened release of pollutants into the environment arising out of or resulting from Consultant's performance under this agreement.
- 11) The policy(ies) will not be canceled, nor the above coverages/endorsements reduced without 30 days written notice to GBI at the address above.

H. Certificate Evidencing Insurance. GBI shall be furnished proof of coverage by endorsement or by a policy provision as additional insureds under this Section which shall be dated and contain the following:

- 1) The name of the insured Contractor, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date and termination date, and include GBI as an additional insured.
- 2) A statement that the insurer will mail notice to GBI and a copy to the Forest Service at least fifteen (15) days prior to any material changes in provisions or cancellation of the policy. 3) Clearly state all the coverage required in this Section.

I. If Contractor does not comply with the insurance requirements of this Section 6.02, GBI may, at his option, provide insurance coverage to protect GBI and Contractor and charge Contractor for the cost of that insurance. The required insurance shall be subject to the approval of GBI, but any acceptance of insurance certificates by GBI shall not limit or relieve Contractor of the duties and responsibilities assumed by it under this Agreement.

6.03 Waiver of Subrogation. If the policies of insurance referred to in this Section require an endorsement to provide for continued coverage where there is a waiver of subrogation, the owner

of such policies will cause them to be so endorsed, failure to obtain proper endorsement nullifies the waiver of subrogation.

- A. Damages Caused by Perils Covered by Insurance.** GBI and Contractor waive all rights against each other, for damages caused by perils covered by insurance provided under section 6.02 to the extent covered by such insurance except such rights as they may have to the proceeds of such insurance held by the GBI and Contractor as trustees. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors (if any).
- B. Loss or Damage to Equipment Covered by Insurance.** GBI and Contractor waive all rights against each other for loss or damage to any equipment used in connection with the Project and covered by any property insurance. The Contractor shall require similar waivers from all subcontractors and their sub-subcontractors, if any.
- C. Property and Consequential Loss Policies.** GBI waives subrogation against the Contractor on all property and consequential loss policies carried by the Owner on adjacent properties and under property and consequential loss policies purchased for the Project after its completion.
- D.** GBI shall be an additional insured on all policies of insurance, without waving any indemnity or limitation under the law.

SECTION 7: TERMINATION

7.01 Termination by Contractor. If the Project is suspended for a period of ninety (90) calendar days under an order of any court or other public authority having jurisdiction, or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor, or if the Project should be stopped for a period of sixty (60) calendar days by the Contractor for GBI's failure to make payments, then the Contractor may, upon seven (7) calendar days written notice to GBI, submit a written request for payment for all work executed and fees incurred to date in accordance with Section 4 of this Agreement.

7.02 Termination by GBI. GBI may terminate the Agreement in accordance with the following:

- A. Termination of MSA.** In the event the MSA or SPA is terminated, or that funding from any Funding Partner(s) is reduced, suspended, or unavailable, GBI may, upon written notice to Contractor, terminate this Agreement in whole or in part, at any time as of the date set forth in the notice. Following its receipt

of said notice, Contractor covenants that it will not incur any new obligation for the terminated portion of this Agreement and shall cancel as many existing obligations as possible. Contractor may submit a written request to GBI for payment for actual incurred expenses and all non-cancelable obligations property incurred up to the effective date of the termination.

- B. Contractor's Failure to Perform.** If the Contractor fails to perform any of its obligations under this Agreement including any obligation it assumes to perform work with its own forces, GBI may, after providing seven (7) calendar days written notice to Contractor during which period the Contractor fails to perform such obligation, make good such deficiencies, or satisfy GBI of the appropriateness of its response, terminate this Agreement in whole or in part or accept assignment of any or all of the Scope of Work Addenda in effect and complete the Services by any method GBI may deem expedient or proper. GBI may, in its discretion, require that the Contractor submit a written plan to cure its default, which plan must be provided to the GBI within five (5) business days of the request and must include a realistic, executable plan for curing the noted defaults. If the contact balance is insufficient to cover the amount require to manage making good of such deficiencies, GBI may seek recovery against Contractor or its surety.
- C.** If the Contractor is adjudged as bankrupt, or if it makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of his insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workers or proper materials and fails to maintain an established schedule (failure to maintain schedule shall be defined as any activity on the critical path that falls thirty (30) calendar days or more behind schedule) which has been adopted by the parties, or if it fails to make prompt payment to subcontractors for materials or labor, or persistently disregards laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then GBI may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) calendar days' written notice, during which period Contractor fails to cure the violation, terminate this Agreement and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor, and may finish the Project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from his obligations assumed under this Agreement. Reasonable terminal expenses incurred by GBI may be deducted from any payments left owing the Contractor or have an action against the Contractor or its surety.
- D.** If the Contractor refuses to allow access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement, then GBI may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, on seven (7) calendar days written

notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method GBI may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished nor shall it be relieved from his obligations assumed under this Agreement. Reasonable terminal expenses incurred by the Owner may be deducted from any payments left owing the Construction (excluding monies owed the Contractor for subcontract work).

E. For Convenience. GBI may, at its option, and for its convenience, terminate the Agreement or any Scope of Work Addendum in effect at any time by giving written notice to the Contractor specifying the effective date of termination. Upon such termination, the Contractor agrees to comply with the notice and further agrees to waive any claims for damages, including loss of anticipated profits, on account of the termination; and, as the sole right and remedy of the Contractor, the GBI shall pay the Contractor as set forth below.

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

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

2) Upon such termination for convenience, GBI will pay to the Contractor the sum of the following:

- i.** The amount of the contract sum allocable to the portion of the Services properly performed by the Contractor as of the effective date of termination, less sums previously paid to the Contractor.

- ii. Previously unpaid costs of any items delivered to the project site that were already fabricated for subsequent incorporation into the Services.
- iii. Any proven, actual losses with respect to materials and equipment directly resulting from the termination.
- iv. Reasonable demobilization costs.

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

F. Termination by GBI Without Cause. If GBI terminates this Agreement under Section 7.02(D) or 7.02(D), it shall reimburse Contractor for any accrued and unpaid Invoices due it under this Agreement.

GBI shall also pay to the Contractor fair compensation, either by purchase or rental at the election of GBI, for any equipment retained. In the case of such termination of Agreement, GBI shall further assume, accept assignment of, and become liable for obligations and commitments that the Contractor has previously undertaken or incurred in good faith in connection with the Project. The Contractor shall, as a condition of receiving the payments referred to in this Section 7.02, execute and deliver all such papers and take all such steps including the legal assignment of his contractual rights, as GBI may require for the purpose of fully vesting in it the rights and benefits of the Contractor under such obligations or commitments. GBI does not assume any responsibility for liabilities of the Contractor relating to issues that were in dispute between the Contractor or any contractor, subcontractor, or supplier existing prior to termination. If, after said termination, it is determined that the Contractor was not in default or breach, or that the default or material breach was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience pursuant to Section 7.02(E) above.

G. GBI shall reimburse Contractor for any accrued and unpaid costs due to it, provided the invoice requirements of Section 4 herein are satisfied. If requested by GBI, the Contractor shall remove any part or all of the Contractor's materials, supplies, equipment, tools, and machinery from the site of the Project within seven (7) days of such requires; and, if Contractor fails to do so, GBI may remove or store, and after thirty (30) days, sell, any of the same at the Contractor's expense.

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

7.03 Termination by either Party. In the event of a breach of any material obligation imposed under the terms of this Agreement, or of a default by either party to this Agreement, the other party, at its sole option, may give the defaulting party thirty (30) days' notice of such breach or default and of its intention to terminate the Agreement unless said breach or default is corrected within said thirty (30) days.

7.04 Effect of Termination. Upon termination, the obligations of Contractor under this Agreement shall continue as to portions of the Services already performed and subject to the Contractor's obligations under Section 3, as to bona fide obligations assumed by the Contractor prior to the date of termination.

SECTION 8: MISCELLANEOUS

8.01 Entire Agreement. This Agreement, together with the exhibits and USFS appendices attached hereto, contains the entire understanding of the parties, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof, except as expressly referred to herein.

8.02 Assignment. Contractor shall not assign, transfer, or otherwise dispose of any of its rights, duties, or obligations under this Agreement. GBI may not assign its rights, interests, or obligations under this Agreement without the prior written consent of the Forest Service.

8.03 Successors and Assigns. Except as otherwise provided herein, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer upon any Party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

8.04 Severability. If any provision of this agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this agreement nevertheless will continue in full force and effect without being impaired or invalidated in any way.

8.05 No Other Beneficiary. The agreement is intended for the exclusive benefit of the parties hereto and, except as otherwise expressly provided herein, shall not be for the benefit of, and shall not create any rights in, or be enforceable by, any other person or entity.

8.06 No Employment Relationship. The relationship of the parties established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to (a) give any Party the

power to direct or control the day-to- day activities of another, (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking, or (c) allow any party to create or assume any obligation on behalf of another party for any purpose whatsoever.

8.07 Confidentiality. During the term of the Agreement, the parties agree not to use or disclose to any third party any information or materials provided to either of them which is of a confidential, proprietary, or trade secret nature, and so identified as such, unless such information or materials are in the public domain through no fault of the parties.

8.08 Force Majeure. The parties agree to comply with all provisions of the Agreement and except as otherwise provided in this Agreement, it is agreed by the parties hereto that neither party shall be held responsible for any losses resulting if the fulfillment of any terms or provisions hereto shall be delayed or prevented by revolutions or other disorders, wars, acts of enemies, strikes, floods, fires, acts of God, or without limiting the foregoing, by another cause not within the control of the party whose performance is interfered with, and which, by the exercise of reasonable diligence, said party is unable to prevent, whether of the class of causes herein above enumerated or not.

8.09 Notices. All notices, requests, consents and other communications which are required or permitted hereunder shall be in writing and shall be delivered personally, sent by facsimile transmission, or mailed via certified or registered mail, postage prepaid, return-receipt requested (in which case it shall be deemed given three (3) business days after mailing) to the following:

CONTRACTOR

Attn: CONTRACTOR NAME

COMPANY X

1234 Main Ave

CITY, STATE ZIP

PHONE NUMBER

GBI

Attn: GBI REPRESENTATIVE NAME

Great Basin Institute

16750 Mount Rose Highway

Reno, Nevada, 89511

PHONE NUMBER

8.10 No Waiver. Failure of either party to enforce any of the provisions herein shall not be construed as a general relinquishment or waiver as to that or any provision. Further, any action or inaction by GBI or the failure of GBI on any occasion to enforce any right or provision of the Contract, shall not be construed to be a waiver by GBI of its rights and shall not prevent GBI from enforcing such provision or right on any future occasion. Rights and remedies are cumulative and are in addition to any other rights or remedies that GBI may have at law or in equity.

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

8.12 Confidentiality. Contractor agrees to maintain in confidence and not disclose to any person or entity, without GBI's prior written consent, any trade secret or confidential information, knowledge or data relating to the products, process, or operation of the GBI. Contractor further agrees to maintain in confidence and not to disclose to any person or entity, any data, information, technology, or material developed or obtained by Contractor during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

8.13 Governing Law, Jurisdiction, and Venue. This Agreement is governed by and interpreted and enforced under the laws of the United States, and to the extent it does not contradict federal law, the law of the state where the Services are performed. The parties agree that, except as specified below, the exclusive jurisdiction and venue for any dispute regarding interpretation or enforcement of this Agreement and the Contract Documents arising between and among the parties under this Agreement will be the state or federal court located in Washoe County, in the state of Nevada, and the parties hereby consent to such courts being the sole and exclusive subject matter jurisdiction within the state of Nevada. THE PARTIES CONSENT TO THE

EXERCISE OF JURISDICTION OF THE COURT IN THE EXCLUSIVE FORUM STATED IN THIS AGREEMENT AND WAIVES ANY OBJECTION TO PERSONAL JURISDICTION, IMPROPER VENUE, OR FORUM NON CONVENIENS, AND HEREBY CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

IN WITNESS WHEREOF, the parties have executive this Agreement in duplicate as of the date first set forth in the preamble of this Agreement.

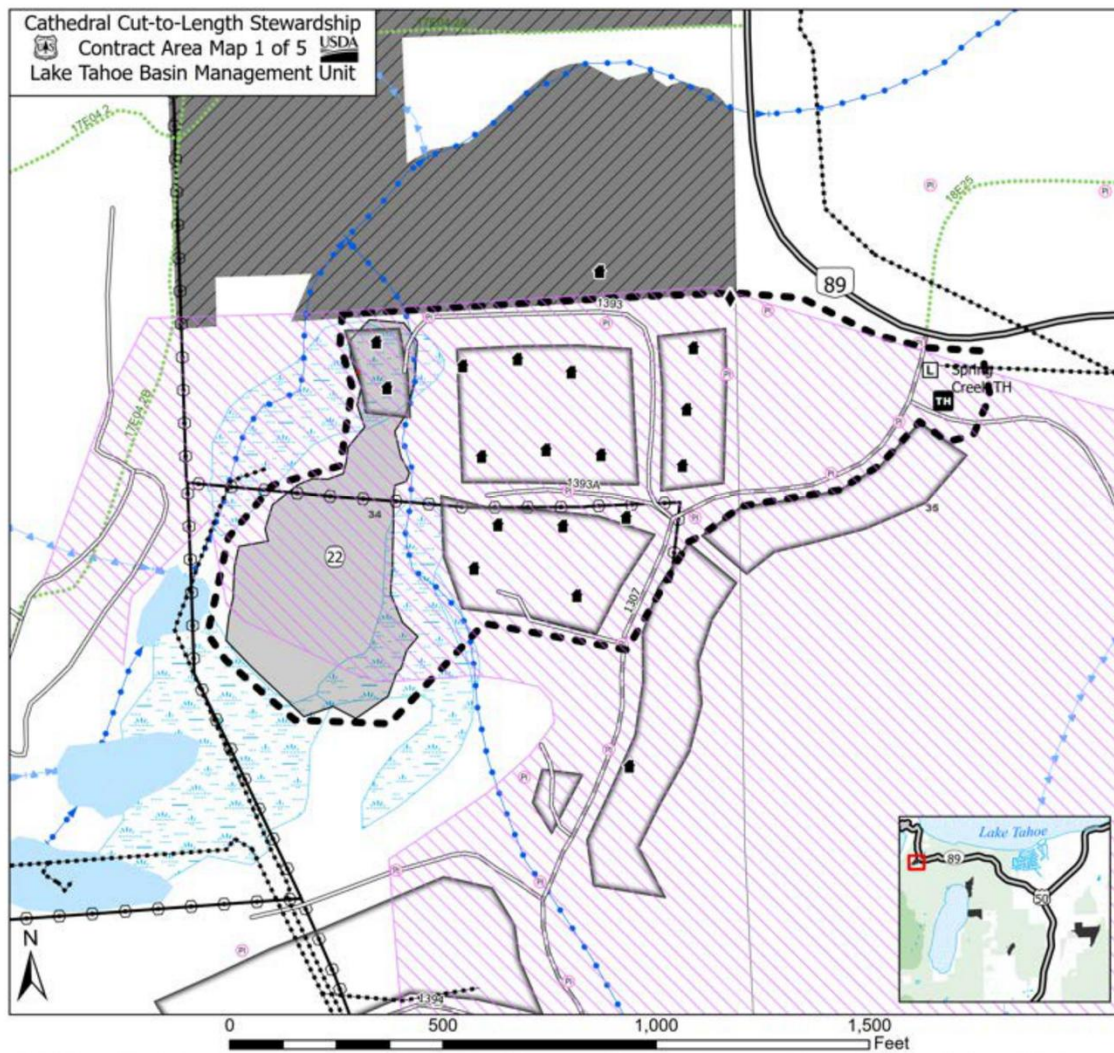
Great Basin Institute

By: Peter Woodruff, Chief Executive Officer

COMPANY X

By: CONTRACTOR NAME, TITLE

EXHIBIT J – CONTRACT MAPS



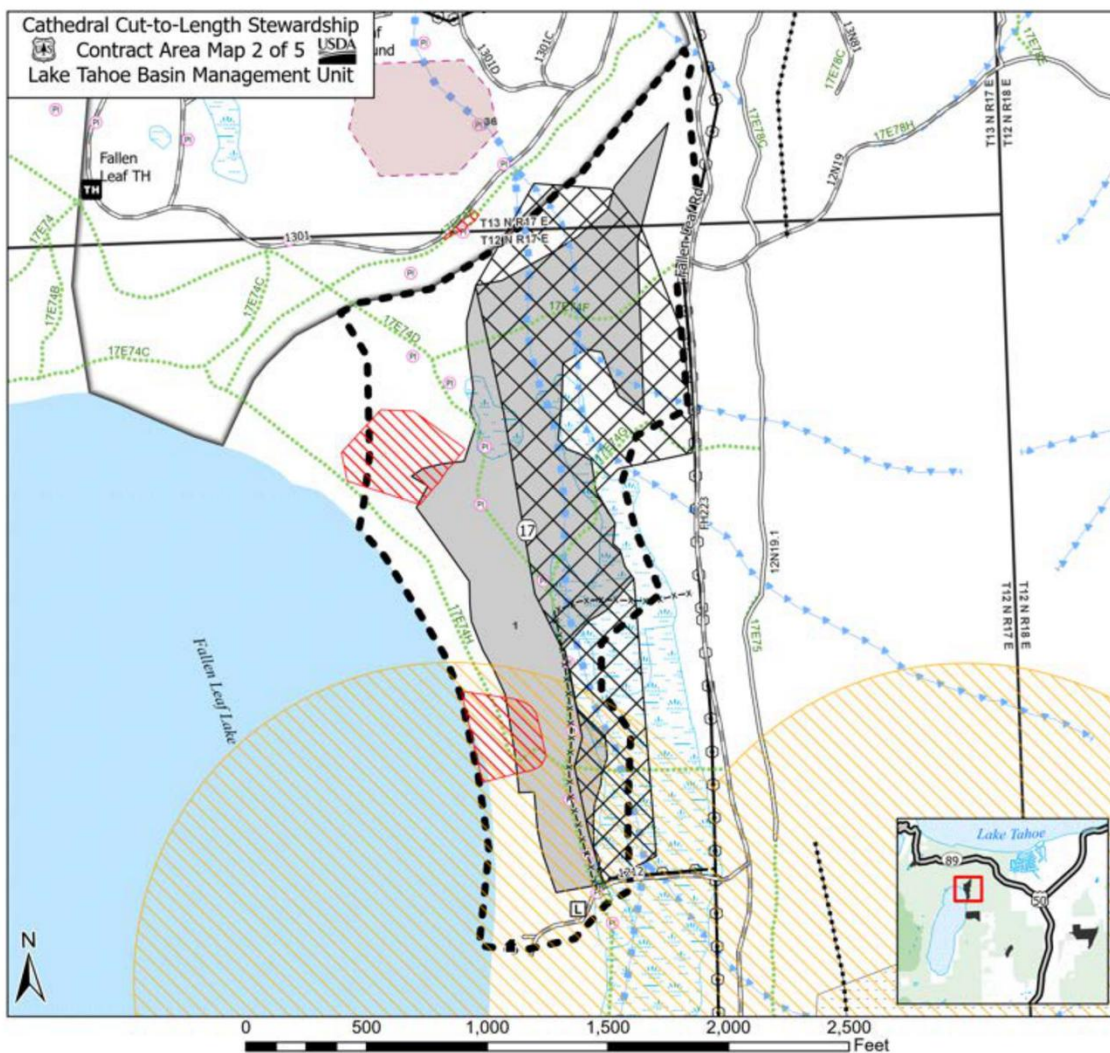
- Contract Area, G.1**
Treatment Units, G.1
Wetlands Protection, G.28
Waterbody
Recreation Site Extent - Protection of Improvements, G.24
State Highway - Protection of Improvements Not Owned by Forest Service, G.25
National Forest System Road - Protection of Improvements, F.10, G.24
Local Road - Protection of Improvements, F.10, G.24
- Protection of Streamcourse, Perennial - G.22**
Protection of Streamcourse, Ephemeral - G.22
Overhead Telephone Lines - Protection of Improvements Not Owned by Forest Service, G.25
Overhead Powerlines - Protection of Improvements Not Owned by Forest Service, G.25
Non-FS Ownership
Trail - Protection of Improvements, Safety, G.5, G.24
Trailhead - Protection of Improvements, G.24
- Building and Associated Features - Protection of Improvements, G.24**
Survey Monuments - Protection of Improvements, G.24
South Tahoe Public Utility District Manholes - Protection of Improvements, G.24
Avoidance Area, G.26
Limited Operating Period, Goshawk PAC, F.9f, G.26
Proposed Landing Location, G.20

Requirement	Explanation
CTL	Ground Based Skidding, cut to length harvest system, F.9-d
DxSpD	Designation by Species and Diameter, F.8-a
DxP	Designation by Prescription, F.8-a
DF	Directional Felling F.9-d
ITM	Individual Tree Mark, F.8
LOP1	Limited Operating Period, No operations February 15 - September 15 (Goshawk), F.9-f
LOP2	Limited Operating Period, No Operations May 23 - October 14 (Public Safety), F.9-f
LOP3	Limited Operating Period, No operations March 1 - August 31 (Osprey), F.9-f
LOP4	Limited Operating Period, No operations March 1 - August 31 (Spotted Owl), F.9-f
TRAC	Ground Based Skidding, Forwarding Trail Layout, F.9-d
TS	Treatment of Stumps, F.9-d

Cutting Unit	Acres	Designation	Requirements
17	31	ITM, DxP	LOP3, DxP, ITM, CTL, TRAC, DF, TS
21	16	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
22	5	ITM, DxP	LOP1, DxP, ITM, CTL, TRAC, DF, TS
24	39	ITM, DxP	LOP3, LOP4, DxP, ITM, CTL, TRAC, DF, TS
1008	21	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
2008	51	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
3008	5	DxSpD	ITM, DxSpD, CTL, TRAC, DF, TS

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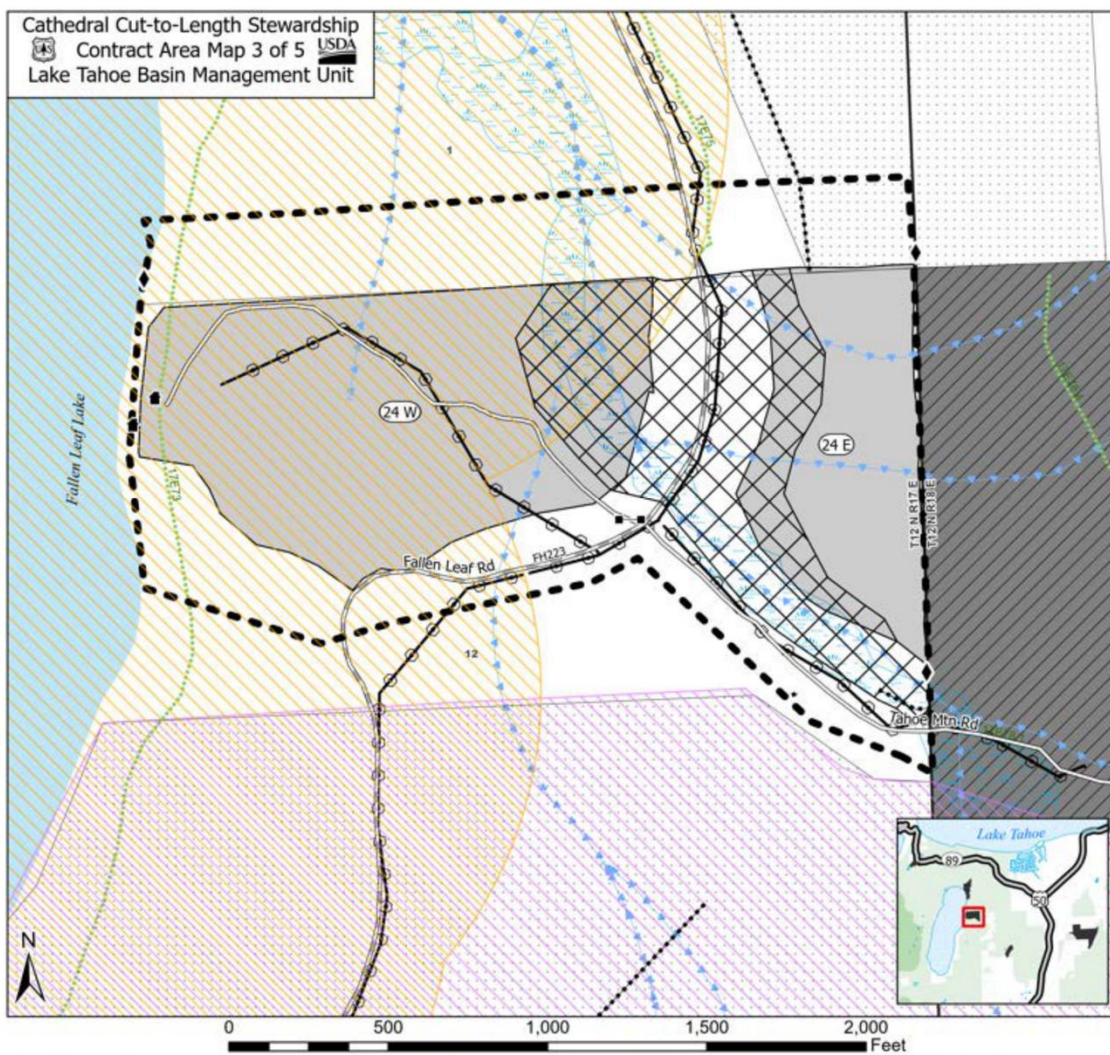
- Contract Area, G.1**
Treatment Units, G.1
Wetlands Protection, G.28
Waterbody
Recreation Site Extent - Protection of Improvements, G.24
National Forest System Road - Protection of Improvements, F.10, G.24
Local Road - Protection of Improvements, F.10, G.24
Protection of Streamcourse, Intermittent - G.22
- Protection of Streamcourse, Ephemeral - G.22**
Overhead Telephone Lines - Protection of Improvements Not Owned by Forest Service, G.25
Overhead Powerlines - Protection of Improvements Not Owned by Forest Service, G.25
Trail - Protection of Improvements, Safety, G.5, G.24
Trailhead - Protection of Improvements, G.24
Building and Associated Features - Protection of Improvements, G.24
- Campground - Protection of Improvements, G.24**
South Tahoe Public Utility District Manholes - Protection of Improvements, G.24
Fence - Protection of Improvements, G.24
Avoidance Area, G.26
Noxious Weeds, Avoid or Wash, G.26
Limited Operating Period, Spotted Owl PAC, F.9f, G.26
Limited Operating Period, Osprey PAC, F.9f, G.26
Aspen Stand, F.8a
Proposed Landing Location, G.20

Requirement	Explanation
CTL	Ground Based Skidding, cut to length harvest system, F.9-d
DxSpD	Designation by Species and Diameter, F.8-a
DxP	Designation by Prescription, F.8-a
DF	Directional Felling F.9-d
ITM	Individual Tree Mark, F.8
LOP1	Limited Operating Period, No operations February 15 - September 15 (Goshawk), F.9-f
LOP2	Limited Operating Period, No Operations May 23 - October 14 (Public Safety), F.9-f
LOP3	Limited Operating Period, No operations March 1 - August 31 (Osprey), F.9-f
LOP4	Limited Operating Period, No operations March 1 - August 31 (Spotted Owl), F.9-f
TRAC	Ground Based Skidding, Forwarding Trail Layout, F.9-d
TS	Treatment of Stumps, F.9-d

Cutting Unit	Acres	Designation	Requirements
17	31	ITM, DxP	LOP3, DxP, ITM, CTL, TRAC, DF, TS
21	16	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
22	5	ITM, DxP	LOP1, DxP, ITM, CTL, TRAC, DF, TS
24	39	ITM, DxP	LOP3, LOP4, DxP, ITM, CTL, TRAC, DF, TS
1008	21	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
2008	51	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
3008	5	DxSpD	ITM, DxSpD, CTL, TRAC, DF, TS

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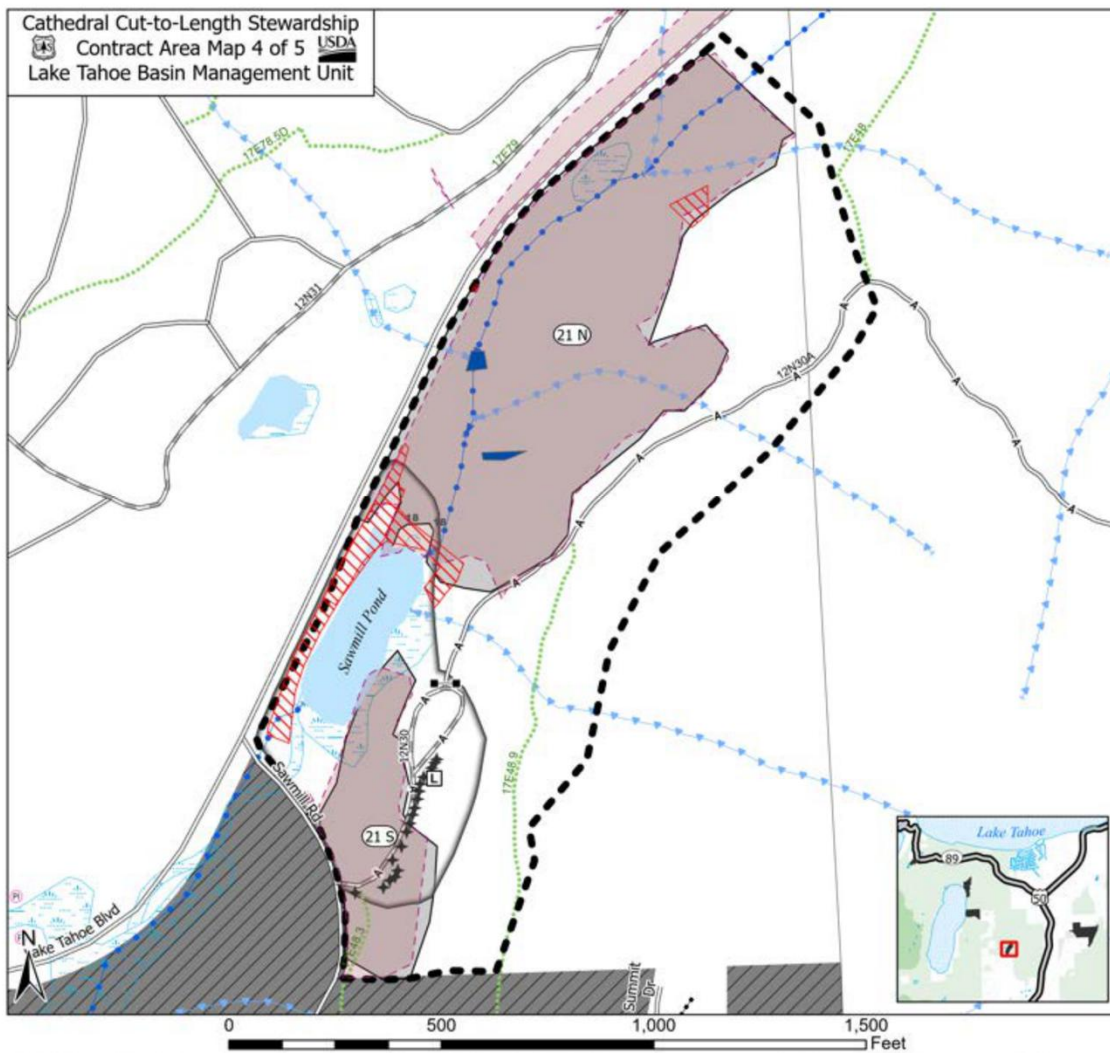
- Contract Area, G.1**
Treatment Units, G.1
Wetlands Protection, G.28
Waterbody
National Forest System Road - Protection of Improvements, F.10, G.24
Local Road - Protection of Improvements, F.10, G.24
Protection of Streamcourse, Intermittent - G.22
Protection of Streamcourse, Ephemeral - G.22
- Gates - Protection of Improvements, G.24**
Overhead Telephone Lines - Protection of Improvements Not Owned by Forest Service, G.25
Overhead Powerlines - Protection of Improvements Not Owned by Forest Service, G.25
Non-FS Ownership
Trail - Protection of Improvements, Safety, G.5, G.24
Building and Associated Features - Protection of Improvements, G.24
- Survey Monuments - Protection of Improvements, G.24**
South Tahoe Public Utility District Manholes - Protection of Improvements, G.24
Avoidance Area, G.26
Limited Operating Period, Goshawk PAC, F.9f, G.26
Limited Operating Period, Spotted Owl PAC, F.9f, G.26
Limited Operating Period, Osprey PAC, F.9f, G.26
Aspen Stand, F.8a

Requirement	Explanation
CTL	Ground Based Skidding, cut to length harvest system, F.9-d
DxSpD	Designation by Species and Diameter, F.8-a
DxP	Designation by Prescription, F.8-a
DF	Directional Felling F.9-d
ITM	Individual Tree Mark, F.8
LOP1	Limited Operating Period, No operations February 15 - September 15 (Goshawk), F.9-f
LOP2	Limited Operating Period, No Operations May 23 - October 14 (Public Safety), F.9-f
LOP3	Limited Operating Period, No operations March 1 - August 31 (Osprey), F.9-f
LOP4	Limited Operating Period, No operations March 1 - August 31 (Spotted Owl), F.9-f
TRAC	Ground Based Skidding, Forwarding Trail Layout, F.9-d
TS	Treatment of Stumps, F.9-d

Cutting Unit	Acres	Designation	Requirements
17	31	ITM, DxP	LOP3, DxP, ITM, CTL, TRAC, DF, TS
21	16	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
22	5	ITM, DxP	LOP1, DxP, ITM, CTL, TRAC, DF, TS
24	39	ITM, DxP	LOP3, LOP4, DxP, ITM, CTL, TRAC, DF, TS
1008	21	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
2008	51	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
3008	5	DxSpD	ITM, DxSpD, CTL, TRAC, DF, TS

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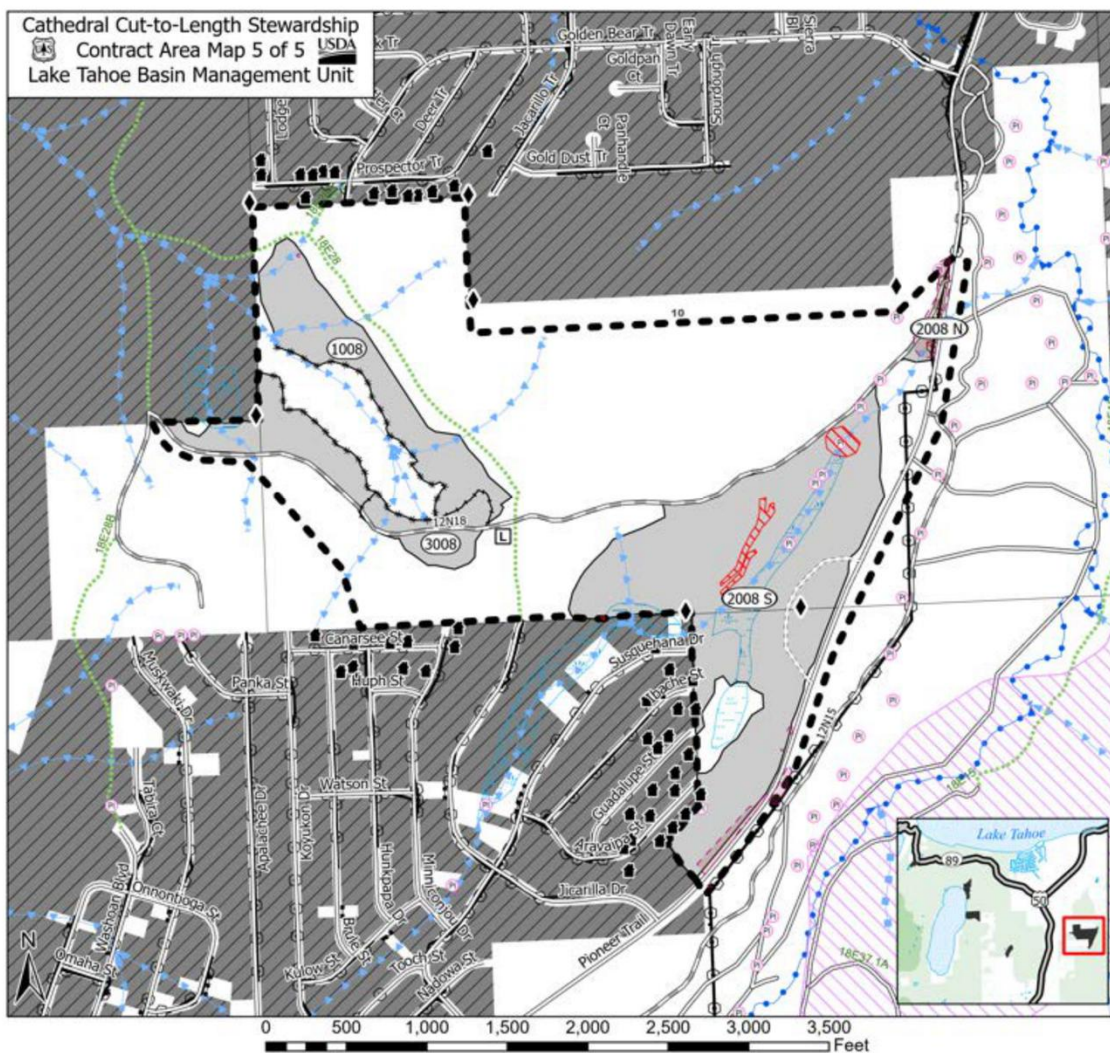
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|--|---|---|
| Contract Area, G.1 | Public Use Restriction, F.10 | Trail - Protection of Improvements, Safety, G.5, G.24 |
| Treatment Units, G.1 | Protection of Streamcourse, Perennial - G.22 | Barrier - Road Maintenance Requirements, F.10b |
| Wetlands Protection, G.28 | Protection of Streamcourse, Ephemeral - G.22 | South Tahoe Public Utility District Manholes - Protection of Improvements, G.24 |
| Waterbody | Gates - Protection of Improvements, G.24 | Avoidance Area, G.26 |
| Recreation Site Extent - Protection of Improvements, G.24 | Overhead Telephone Lines - Protection of Improvements Not Owned by Forest Service, G.25 | Noxious Weeds, Avoid or Wash, G.26 |
| National Forest System Road - Protection of Improvements, F.10, G.24 | Improvements Not Owned by Forest Service, G.25 | Proposed Landing Location, G.20 |
| Local Road - Protection of Improvements, F.10, G.24 | Non-FS Ownership | |
| | Seep, G.26 | |

Requirement	Explanation
CTL	Ground Based Skidding, cut to length harvest system, F.9-d
DxSpD	Designation by Species and Diameter, F.8-a
DxP	Designation by Prescription, F.8-a
DF	Directional Felling F.9-d
ITM	Individual Tree Mark, F.8
LOP1	Limited Operating Period, No operations February 15 - September 15 (Goshawk), F.9-f
LOP2	Limited Operating Period, No Operations May 23 - October 14 (Public Safety), F.9-f
LOP3	Limited Operating Period, No operations March 1 - August 31 (Osprey), F.9-f
LOP4	Limited Operating Period, No operations March 1 - August 31 (Spotted Owl), F.9-f
TRAC	Ground Based Skidding, Forwarding Trail Layout, F.9-d
TS	Treatment of Stumps, F.9-d

Cutting Unit	Acres	Designation	Requirements
17	31	ITM, DxP	LOP3, DxP, ITM, CTL, TRAC, DF, TS
21	16	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
22	5	ITM, DxP	LOP1, DxP, ITM, CTL, TRAC, DF, TS
24	39	ITM, DxP	LOP3, LOP4, DxP, ITM, CTL, TRAC, DF, TS
1008	21	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
2008	51	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
3008	5	DxSpD	ITM, DxSpD, CTL, TRAC, DF, TS

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- Contract Area, G.1**
Treatment Units, G.1
 --- Unmarked Boundary (Meadow Edge), F.7
 --- Unmarked Boundary (Flagged), F.7
 Wetlands Protection, G.28
 National Forest System Road - Protection of Improvements, F.10, G.24
 Local Road - Protection of Improvements, F.10, G.24
 Protection of Streamcourse, Perennial - G.22
 Protection of Streamcourse, Intermittent - G.22
 Protection of Streamcourse, Ephemeral - G.22
 Overhead Telephone Lines - Protection of Improvements Not Owned by Forest Service, G.25
 Overhead Powerlines - Protection of Improvements Not Owned by Forest Service, G.25
 Non-FS Ownership
 Trail - Protection of Improvements, Safety, G.5, G.24
 Building and Associated Features - Protection of Improvements, G.24
 Survey Monuments - Protection of Improvements, G.24
 South Tahoe Public Utility District Manholes - Protection of Improvements, G.24
 Avoidance Area, G.26
 Noxious Weeds, Avoid or Wash, G.26
 Limited Operating Period, Goshawk PAC, F.9f, G.26
 Proposed Temporary Road Location, G.29
 Proposed Landing Location, G.20

Requirement	Explanation
CTL	Ground Based Skidding, cut to length harvest system, F.9-d
DxSpD	Designation by Species and Diameter, F.8-a
DxP	Designation by Prescription, F.8-a
DF	Directional Felling F.9-d
ITM	Individual Tree Mark, F.8
LOP1	Limited Operating Period, No operations February 15 - September 15 (Goshawk), F.9-f
LOP2	Limited Operating Period, No Operations May 23 - October 14 (Public Safety), F.9-f
LOP3	Limited Operating Period, No operations March 1 - August 31 (Osprey), F.9-f
LOP4	Limited Operating Period, No operations March 1 - August 31 (Spotted Owl), F.9-f
TRAC	Ground Based Skidding, Forwarding Trail Layout, F.9-d
TS	Treatment of Stumps, F.9-d

Cutting Unit	Acres	Designation	Requirements
17	31	ITM, DxP	LOP3, DxP, ITM, CTL, TRAC, DF, TS
21	16	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
22	5	ITM, DxP	LOP1, DxP, ITM, CTL, TRAC, DF, TS
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1008	21	ITM, DxP	DxP, ITM, CTL, TRAC, DF, TS
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