



FS Agreement No. 23-PA-11030400-218

Cooperator Agreement No. _____

PARTICIPATING AGREEMENT SUPPLEMENTAL PROJECT AGREEMENT

To

MASTER PARTICIPATING AGREEMENT # 22-PA-11030400-043

Between

THE CITY OF FLAGSTAFF

And The

USDA, FOREST SERVICE

COCONINO NATIONAL FOREST

This Supplemental Project Agreement (SPA) is hereby made and entered into by and between the City of Flagstaff, hereinafter referred to as “The City,” and the United States Department of Agriculture (USDA), Forest Service, Coconino National Forest, hereinafter referred to as the “U.S. Forest Service,” as specified under the provisions of Master Participating Agreement #22-PA-11030400-043.

Title: Potential Operational Delineations Boundary Fuels Treatment

I. GENERAL PROJECT DESCRIPTION: This agreement provides for tree cutting and slash treatment on National Forest System (NFS) lands on the Flagstaff Ranger District of the Coconino National Forest to treat Potential Operational Delineations (POD) boundaries. This project meets wildlife habitat improvement, ecosystem restoration, and fuels reduction objectives, as described in the Four Forest Restoration Initiative (4FRI) Project Environmental Impact Statement (EIS). The City will cut Ponderosa Pine and other conifer species according to diameter and spacing guidelines in the prescription, which will be provided prior to the start of work. Slash treatment will generally consist of hand-piling, though some larger tree boles may be moved to roads using a tool such as log arch to facilitate public firewood gathering. High concentrations of existing dead/down logs will also be piled.

II. RESPONSIBILITIES:

A. The The City shall:

1. Ensure The City personnel, volunteers, partners, and/or contractors have all necessary training, personal protective equipment (PPE), first aid supplies, and necessary tools and supplies to fall, buck, lop, pile, and remove trees as specified by the U.S. Forest Service.
2. Meet with U.S. Forest Service prior to the beginning of work to discuss project specifications and safety, including a Job Hazard Analysis (JHA). Ensure compliance of The City employees, partners, contractors, and/or volunteers with



JHA.

3. Supervise and regularly inspect work completed by The City personnel, partners, contractors, and/or volunteers, and promptly report any issues to U.S. Forest Service Program Manager.
4. Complete a Sponsored Volunteer Agreement to bring The City volunteers for projects on NFS lands. A list of all participants must be included on the agreement or an attachment to the agreement and must be listed as volunteers for specific projects and/or dates.
5. Perform in accordance with attached Financial Plan (Attachment A) and Statement of Work (Attachment B).

B. The U.S. Forest Service shall:

1. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse the The City for the U.S. Forest Service's share of actual expenses incurred, not to exceed \$379,670.00, as shown in the Financial Plan. In order to approve a Request for Reimbursement, the U.S. Forest Service shall review such requests to ensure payments for reimbursement are in compliance and otherwise consistent with the terms of the agreement. The U.S. Forest Service shall make payment upon receipt of the The City's quarterly invoice. Each invoice from the The City must display the total project costs for the billing period, separated by U.S. Forest Service and the The City's share. In-kind contributions must be displayed as a separate line item and must not be included in the total project costs available for reimbursement. The final invoice must display the The City's full match towards the project, as shown in the financial plan, and be submitted no later than 120 days from the expiration date.

Each invoice must include, at a minimum:

1. The The City's name, address, and telephone number.
2. U.S. Forest Service agreement number.
3. Invoice date.
4. Performance dates of the work completed (start & end).
5. Total invoice amount for the billing period, separated by U.S. Forest Service and The City share with in-kind contributions displayed as a separate line item.
6. Display all costs, both cumulative and for the billing period, by separate cost elements as shown on the financial plan.
7. Cumulative amount of U.S. Forest Service payments to date.
8. Statement that the invoice is a request for payment by "reimbursement".
9. If using SF-270, a signature is required.
10. Invoice Number, if applicable.

The invoice must be forwarded to:



EMAIL: SM.FS.ASC_GA@USDA.GOV

FAX: 877-687-4894

POSTAL: USDA Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

Send a copy to: Preston Mercer, preston.mercer@usda.gov

3. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperators, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
4. The U.S. Forest Service will provide on-site guidance and direction, including a silvicultural prescription, periodically inspect work, and provide and present a Job Hazard Analysis (JHA) for work to be performed under this project prior to the start of work.

III. CONTACTS & TIME LIMITS:

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

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Name: Neil Chapman Forest Health Supervisor Address: 211 W Aspen City, State, Zip: Flagstaff, AZ 86001 Telephone: 928-606-9840 Email: neil.chapman@flagstaffaz.gov	Name: Stacey Brechler-Knaggs Grants, Contracts, & Emergency Management Director Address: 211 W Aspen City, State, Zip: Flagstaff, AZ 86001 Telephone: 928-213-2227 Email: sknaggs@flagstaffaz.gov



Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: Preston Mercer Fire Management Specialist Address: 5075 N Hwy 89 City, State, Zip: Flagstaff, AZ 86004 Telephone: 928-526-0866 Cell: 928-606-3843 Email: preston.mercer@usda.gov	Name: Mindy Howe Grants Management Specialist Address: 333 Broadway Blvd SE City, State, Zip: Albuquerque, NM 87102 Email: mindy.howe@usda.gov

- B. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** The City shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.
- C. **AVAILABILITY FOR CONSULTATION.** Both parties will make themselves available at mutually agreeable times, for continuing consultation to discuss the conditions covered by this agreement and agree to actions essential to fulfill its purposes.
- D. **MODIFICATIONS.** Modifications within the scope of this SPA shall be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.
- E. **JUSTICE 40 INITIATIVE.** Executive Order (EO) 14008, Tackling the Climate Crisis at Home and Abroad, was signed on January 27, 2021. This EO commits federal agencies to providing 40% of federal benefits to disadvantaged communities. When the cooperator is considering a subaward or contract to be executed under this agreement, the cooperator may consider the requirements of EO 14008, section 223, OMB M-21-28 and OMB-23-09.
- F. **PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS.** The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.



Performance reports must contain information on the following:

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

The Cooperator shall submit quarterly performance reports to the U.S. Forest Service Program Manager. These reports are due 30 days after the reporting period. The final performance report must be submitted either with Cooperator’s final payment request, or separately, but not later than 120 days from the expiration date of the agreement.

- G. FINANCIAL STATUS REPORTS. A Federal Financial Report, form SF-425, must be submitted quarterly. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement. The form may be found at <https://www.grants.gov/forms/post-award-reporting-forms.html>.
- H. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of the last signature and is effective through 5/3/2027 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.
- I. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement. In witness whereof, the parties hereto have executed this agreement as of the last date written below.

STACEY BRECHLER-KNAGGS, Grants,
Contracts, & Emergency Management Director
City of Flagstaff Date

BECKY DAGGETT, Mayor
City of Flagstaff Date

AARON MAYVILLE, Forest Supervisor
U.S. Forest Service, Coconino National Forest Date



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

MINDY HOWE
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

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

Attachment:

USFS Agreement No.:
Cooperator Agreement No.:

Mod. No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

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

COST ELEMENTS	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		(e) Total
	(a) Noncash	(b) Cash to Cooperator	(c) Noncash	(d) In-Kind	
Direct Costs					
Salaries/Labor	\$6,750.00	\$91,500.00	\$14,660.00	\$0.00	\$112,910.00
Travel	\$1,356.00	\$0.00	\$9,500.00	\$0.00	\$10,856.00
Equipment	\$0.00	\$0.00	\$9,500.00	\$0.00	\$9,500.00
Supplies/Materials	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Printing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$265,500.00	\$0.00	\$0.00	\$265,500.00
Other					\$0.00
Subtotal	\$8,106.00	\$357,000.00	\$33,660.00	\$0.00	\$398,766.00
Coop Indirect Costs		\$22,670.00	\$4,594.59		\$27,264.59
FS Overhead Costs	\$1,215.90				\$1,215.90
Total	\$9,321.90	\$379,670.00	\$38,254.59	\$0.00	\$427,246.49
Total Project Value:					\$427,246.49

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 91.05%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 8.95%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Fuels AFMO time on project	\$450.00	20.00	\$6,750.00
Total Salaries/Labor			\$6,750.00

Travel

Standard Calculation

Vehicles	Cost/Mile	# of Miles	Cost/Month	# of Months	Total
FS Vehicle trips	\$0.65	40.00	\$156.00	6.00	\$936.00
Portion of Monthly FOS			\$70.00	6.00	\$420.00
Total Travel					\$1,356.00

Subtotal Direct Costs

\$8,106.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs		Total
15.00%	\$8,106.00		\$1,215.90
Total FS Overhead Costs			\$1,215.90

TOTAL COST

\$9,321.90

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Other Expenses

Standard Calculation

Item	# of Acres	Cost/Unit	Total
Thinning Contract	177.00	\$1,500.00	\$265,500.00
Fuel Break Construction	61.00	\$1,500.00	\$91,500.50
Total Other			\$357,000.50

Subtotal Direct Costs

\$357,000.50

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs	Total
6.35%	\$357,000.00	\$22,669.50
Total Coop. Indirect Costs		\$22,669.50

Rate shown is proposed FY23. Final FY23 NICRA is still pending. The actual NICRA rate at the time an expense is incurred is what will be used.

*Actual rate is 10%, difference is captured on non-cash tab.

TOTAL COST

\$379,670.00

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description	Cost/Day	# of Days	Total
Wildland Fire Captain (Chapman)	\$453.00	20.00	\$9,060.00
Wildland Fire Battalion Chief (Oltrogge)	\$560.00	10.00	\$5,600.00
Total Salaries/Labor			\$14,660.00

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips	Total
Crew Truck	1.00	\$190.00	50.00	\$9,500.00
Total Travel				\$9,500.00

Subtotal Direct Costs

\$33,660.00

Cooperator Indirect Costs

Current Overhead Rate*	Subtotal Direct Costs	Total
13.65%	\$33,660.00	\$4,594.59
Total Coop. Indirect Costs		\$4,594.59

Rate shown is proposed FY23. Final FY23 NICRA is still pending. The actual NICRA rate at the time an expense is incurred is what will be used.

*10% plus the 3.65% not captured on cash to cooperator

TOTAL COST

\$38,254.59

STATEMENT OF WORK

PODs Boundaries Fuels Treatment Project



Background

Management of the public lands for forest and watershed health is key to protecting The City from flooding and sedimentation, increasing public safety, and providing high quality water for municipal uses. In the Organic Administration Act of 1897, a principal purpose for establishment of the Forest Reserves (predecessor to the National Forest System) was to "secure favorable conditions for water flows." In the fall of 2021 USDA Forest Service Chief Randy Moore pledged \$54 million dollars for forest restoration work in northern Arizona. The U.S. Forest Service is initiating several projects with that support to accelerate several local high-priority projects over ten years. The projects will include mechanical treatments, hand thinning, prescribed fire, and more. Collectively, they are aimed at protecting communities and watersheds from catastrophic wildfires and the devastating after-effects such as uncontrollable flooding and associated damage.

The Coconino National Forest, Flagstaff Ranger District is initiating a collaborative project to conduct hand thinning and piling with the City of Flagstaff. The project will include projects along various Potential Operational Delineations (POD) boundaries around the City of Flagstaff and watersheds critical to The City. This project is directly in line with the City of Flagstaff Wildland Fire Management Program Mission and through it, the U.S. Forest Service and the City are moving forward with all necessary activities to proactively improve the health and resiliency of the U.S. Forest Service lands and watersheds for the mutual benefit watershed protection, decreased risk from additional flooding and

sedimentation, improved public safety, and reduced negative social and economic outcomes from wildfires.

Scope of Agreement

This agreement provides for hand crew tree cutting and slash hand piling along POD boundaries on National Forest System (NFS) lands on the Flagstaff Ranger District of the Coconino National Forest, with the actual amount scalable depending on contract prices. This project meets wildlife habitat improvement, ecosystem restoration and fuel reduction objectives.

Project would involve the cutting of conifers up to 12” diameter at breast height (dbh) across up to 590 acres within a 300-foot buffer of FR 535-536. This project runs along the boundary between PODs 812-813. Tops, limbs, and small boles would be piled. Larger boles may be made available for fuelwood gathering. Exact acreage will likely be somewhat lower, depending on funding.

Resource reviews and heritage survey are already completed for the project area. Specific requirements for work around identified heritage sites and timing restrictions for work in close proximity to Mexican Spotted Owl habitat will be shared with the City by the Forest Service Project Manager prior to the commencement of work activities.

The partner will cut conifers and dispose of slash according to the specifications of the thinning prescription to be provided by the U.S. Forest Service prior to the commencement of work.

Work is anticipated to be completed by hand crews. An ATV/log arch or similar piece of equipment may be used to move logs close to roadways for firewood collection where appropriate, provided all necessary resource protection measures are followed (see below).

Location Description

The work to be accomplished under this agreement is located on the along POD boundaries on the Flagstaff Ranger District (RD) of the Coconino Forest in the State of Arizona. Priority boundaries will be set through cooperation and consultation with U.S. Forest Service Program Manager. See attached map (Attachment 1).

Accessibility

See attached map (Attachment 1) for road and travel routes for access to the cutting unit.

Under normal weather conditions, Forest Roads are accessible by a standard pickup or a similar type of vehicle during the normal operating season (April 15 through December 15). Should roads become inaccessible due to rain, snow, fallen trees, or Forest fire closure orders, the Government may direct the Partner to suspend operations until road conditions improve, or the fire closure is rescinded. The Government assumes no obligation to do special maintenance to keep roads open and reserves the right to deny any request where road damage is likely.

Boundaries

See attached map showing the location of cutting unit boundaries and attached prescriptions for the method of cutting unit boundary designation.

Treatment unit boundaries were established by Forest Service personnel and traversed using Global Positioning Systems (GPS). A Geographic Information System (GIS) was used to compute acreage and generate maps.

Partner Representative

The Partner shall provide an on the ground representative for the performance of the work. The name of this person shall be designated in writing to the U.S. Forest Service Program Manager. The Partner representative shall have full authority to act for the Partner on all matters relating to daily operation of this agreement. The Partner representative must be able to read, write, speak, and understand English.

Camping

The following criteria will be applied if permission to camp is authorized:

- (a) Before any camp is opened or operated on National Forest System (NFS) lands or lands administered by the USDA, the Partner shall obtain written permission from the U.S. Forest Service Program Manager via a District camp permit. A camp is interpreted to include a campsite or trailer parking area used by the Partner or employee working on the project for the Partner.
- (c) Unless accepted elsewhere in the agreement, the Partner shall provide and maintain sanitation facilities and housing suitable for the workforce at the site (the Partner is required to observe all applicable state and federal laws regarding work camps and housing of employees and/or sub partners).
- (d) Permission to camp is a privilege and subject to revocation at any time should the Partner: not maintain a clean and orderly camp; not maintain compliance with District camp permit regulations; or should the camp location be needed for other purposes by the Forest Service.
- (e) All structures shall be removed, and the site restored to its original condition by the Partner upon completion of the agreement. Combustible refuse may be burned only if authorized in advance. All noncombustible materials, cans, bottles, equipment, vehicles, etc., shall be removed from National Forest System land and disposed of in a lawful manner. Final payment will not be processed until the camp clean-up and equipment removal has been accomplished. The Government will clean camps left in an un-restored state and the full cost will be assessed against the Partner. Equipment left on National Forest lands will be removed and the full cost assessed against the partner.
- (e) The partner and/or sub partners must follow all current fire restrictions while camping.

Adherence to Fire Restrictions Requirements

The Partner must follow all restrictions on the use of chainsaws and other internal combustion powered equipment during the implementation of Stage 2 and 3 Fire Restrictions encompassing the project area.

Government-Furnished Property, Materials, Services

Government will provide silvicultural prescriptions and maps for each unit to be treated.

Partner Furnished Items/Services

The Partner and/or sub partners shall furnish everything required to perform the work associated with this agreement.

The Partner and/or sub partners shall furnish all necessary personal protective equipment (PPE) for its employees.

Safety/Personal Protective Equipment

The Partner and/or sub partners shall train workers in the safe operation and use of equipment that the worker may use before the worker begins using such equipment.

Personal protective equipment for eyes, face, head, and extremities shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards or processes encountered which may cause injury or impairment in the function of any part of the body. Defective or damaged personal protective equipment shall not be used.

The Partner and/or sub partners shall provide chain saw chaps to each employee who operates a chain saw, at no cost to the employee. These chaps must be approved by an Underwriters Laboratory or meet Forest Service specification 6170-47. The chaps shall cover the full length of the thigh and shall extend to the top of the boot on each leg.

The Partner and/or sub partners shall assure that each employee wears foot protection that provides adequate traction and ankle support. Employees operating chain saws shall wear foot protection that is constructed with cut-resistant material which will protect the employee against contact with a running chain saw.

In any area where the worker is exposed to the potential for flying or falling objects, the Partner and/or sub partners shall provide a hard hat, at no cost to the employee, and the Partner and/or sub partners shall assure that the employee wears the hard hat. The hard hat must meet the minimum requirements of American National Standards Institute (ANSI) standard Z89.1-1997.

The Partner and/or sub partners shall provide, at no cost to the employee, eye protection where there is potential for eye injury due to flying objects. This eye protection must meet the minimum requirements of ANSI standard Z87.1-2003.

The Partner and/or sub partners shall provide, at no cost to the employee, hearing protection where there is a potential for hearing loss due to high intensity noise for example, chain saw operation.

On or prior to the first day of work, Forest Service personnel will review applicable Job Hazard Analyses (JHA) with the Partner's crew. These JHAs will cover, at a minimum, chain saw work.

Partner Quality Control

A. Quality Control Plan. The Partner shall provide a Quality Control Plan (QCP) prior to the start of work. The Plan must demonstrate how the Partner will assure that quality of performance meets the objectives and requirements of the agreement. The QCP shall specify:

1. How quality will be monitored to assure performance standards are met.
2. How the work will be supervised.
3. How results of the monitoring will result in quality performance.
4. Identify the personnel responsible for performing quality control.

B. Partner Quality Control Inspection. The Partner shall assure that performance meets specifications, in accordance with this agreement, prior to requesting the Government to inspect for payment or acceptance. The Partner shall contact the U.S. Forest Service Program Manager to set a mutually agreed upon date for inspection of completed work.

Government Quality Assurance Surveillance Plan and Acceptance Requirements

A. Government Quality Assurance Inspection. The Government will make periodic inspections of the work to assure itself of partner compliance and to perform Quality Assurance Inspections to confirm that the Partner is performing quality control in accordance with its QCP and that Partner monitoring results in quality performance of objectives.

B. Acceptance. Acceptance of the work will be made after steps in (A) above have been taken and the U.S. Forest Service Program Manager or a designated inspector has made the determination of satisfactory compliance with the specifications.

Inspection, Re-inspection and Acceptance

A. Compliance Inspection

The U.S. Forest Service Program Manager or a designated inspector may, by visual or formal inspection, determine if the specified methods of work have been used. Failure to use specified methods shall require prompt corrective action. Failure to take prompt and satisfactory corrective action may be cause for termination of Partner's right to proceed and the partner considered in default.

B. Inspection Procedures

Tree cutting and slash disposal will be accepted on the basis of visual and/or formal inspection by the Forest Service Agreement Representative. If a formal inspection is deemed necessary at either stage, the Partner's representative is encouraged to observe the inspection and will receive inspection summaries upon request. The following procedure will be used for a formal inspection:

- (1) A series of 1/20th-acre (1/4-acre for pile inspection) circular plots will be randomly distributed across each unit to sufficiently show representation of the treatment. The following table shows the required amount of plots to be utilized for each unit:

UNIT ACREAGE	NUMBER OF PLOTS
0-39	1 plot per 2 acres
40-80	20 plots
81+	1 plot per 4 acres

(2) *Cutting/Slash Treatment Inspection*

- (a) Each plot will be examined to record findings on the items listed below:
- i. # Satisfactory Leave Trees – trees left that should have been left according to prescription
 - ii. # Trees Cut – trees that were cut
 - iii. # Satisfactory Cut Trees – trees cut that should have been cut according to prescription
 - iv. # Stumps – stumps found within plot
 - v. # Satisfactory Stumps – stumps that met prescription
 - vi. # Satisfactory Piles – piles that met prescription
- (b) Each unit will be inspected separately and inspection results on one unit will not be averaged with those of other units. Upon inspection of all plots for a unit the quality of thinning/slash treatment shall be calculated as follows:

- i. **Cut Quality:** To determine the cut quality percentage:

$$\text{Cut Quality \%} = \frac{\# \text{ Satisfactory Cut Trees} \times 100}{\# \text{ Trees Cut}}$$

- ii. **Stump Quality:** To determine the stump quality percentage:

$$\text{Stump Quality \%} = \frac{\# \text{ Satisfactory Stumps} \times 100}{\# \text{ Stumps}}$$

- iii. **Pile Quality:** To determine pile quality percentage:

$$\text{Pile quality \%} = \frac{\# \text{ Satisfactory Piles} \times 100}{\# \text{ Piles}}$$

C. Acceptance

Acceptable work – The acceptable standard for leave quality, cut quality, stump quality, is 90% or greater. The acceptable standard for pile quality is 95% or greater.

Unacceptable work – When work quality falls below the acceptable levels described above, work is considered unacceptable and must be reworked if possible.

Inspections after rework shall be made in the same manner as the first inspection but on different plots. Unacceptable work that cannot be reworked and rework that is still unacceptable are both grounds for considering termination of the agreement.

Washing of Equipment

The Partner shall wash all equipment except for hauling vehicles prior to entering National Forest Land. Remove all soil which could contain noxious weed seed. Remove grease and oil from drive mechanisms which would be discharged into the stream when equipment is operating. Prior to transporting equipment to the site, assure that the equipment's hydraulic, lubrication and fuel systems are free from leaks.

Resource Protection Standards

A. Soil Quality

Soil erosion is directly related to the amount of cover that is left intact to reduce the impact of rainfall. Logs, litter, duff and rock are effective in reducing soil displacement from raindrop impact.

The Partner's activities shall be executed in a manner to retain the natural contour of the ground. Any mounding up of soil should be returned to the natural contour as part of the work process.

The Partner's activities shall be executed to minimize disturbing the duff layer.

Soil compaction also has a direct effect on soil erosion and site productivity. Soil moisture content, equipment ground pressure and number of passes are related to soil compaction. For soil productivity, a minimum of 80% of an activity area will be in a non-compacted, non-puddled, and/or non-displaced condition.

B. Water Quality

The following measures shall be observed to protect stream courses:

- (a) Partner's operations shall be conducted to prevent debris from entering stream courses. Partner shall remove such debris as soon as practicable, but not to exceed 48 hours, and in an agreed manner that will cause the least disturbance to stream courses.
- (b) Wheeled or track-laying equipment shall not be operated in stream courses except at crossings designated by Forest Service.

Partner shall:

- Protect permanent and seasonal wet areas from mechanical disturbance.
- Minimize disturbance of surface vegetation.
- Not operate wheeled or track-laying equipment in meadows.

C. Erosion Control

Adequate erosion control measures (i.e., placement of slash) will be taken as directed by the Forest Service. Erosion control measures must be in place before seasonal periods of precipitation or run-off, or Partner must cease of operations in the project area.

D. Other Resource Protection

All of the activities associated with this project shall be conducted in such a manner that there shall not be any adverse impact to the following resources listed.

Partner, in all phases of operations, shall protect insofar as practicable all land survey corners, post markers, bearing trees, aboveground utility lines, underground utility lines, ditches, fences, and other improvements. If such improvements are damaged by Partner's operations under this contract, Partner shall restore them immediately to condition existing immediately prior to operations. All roads and trails, designated by Forest Service as needed for fire protection or other purposes, shall at all times be kept free of logs, brush, and debris resulting from Partner's operations. Partner shall promptly restore roads or trails damaged through such use. Partner's use of existing roads may be restricted as indicated on unit maps.

Protection of Protected Species - The location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act of 1973, 16 U.S.C. 1531, et seq., or a sensitive species identified by the Regional Forester have been identified on-the-ground by the Forest Service prior to award of this contract and these locations are shown on the project area map. If the Contracting Officer determines that protection measures are inadequate, if other such areas are discovered, or if new species are listed on the Endangered Species List, Contracting Officer may either cancel, in whole or in part, or unilaterally modify this contract to provide additional protection regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party. This provision and any protections listed pursuant to this provision do not constitute a warranty of any kind, either express or implied, including, but not limited to, implied

warranties of merchantability or fitness for a particular purpose. Partner is on notice that special protection measures not currently listed may be required at any time.

Protection of Cultural Resources - Locations of known historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology, and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 U.S.C. 431-433), National Historic Preservation Act of 1966 (16 U.S.C. 470), and the Archaeological Resources Protection Act of 1979 (16 U.S.C. 470aa-ll) (36 CFR 296.4 and 36 CFR 261.9(g)), shall be identified on the ground by Forest Service. Forest Service may unilaterally modify or cancel this contract to protect an area, object of antiquity, artifact, or similar object that is or may be entitled to protection under these acts, regardless of when the area, object, or artifact is discovered or identified. Discovery of such areas by either party shall be promptly reported to the other party and operations will be suspended at that location until the significance or potential significance of the site is determined.

Partner shall protect all known and identified historic or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology, and culture against destruction, obliteration, removal, or damage during Purchaser's Operations. Partner shall immediately notify the Forest Service if disturbance occurs to any known site and shall immediately halt operations in the vicinity of the site until Forest Service authorizes the Partner to proceed. Partner shall bear costs of evaluation and restoration in accordance with 36 CFR 296.14(c), provided that such payment shall not relieve Partner from civil or criminal remedies otherwise provided by law.

Wheeled or track-laying equipment shall not be operated within such areas. Unless agreed otherwise, trees will not be felled into such areas.

Submittals

The partner shall deliver the following submittals prior to the start of work:

A. Quality Control Plan

The Partner shall provide a Quality Control Plan (QCP) demonstrating how the Partner will assure that quality of performance meets the objectives and requirements of the agreement.

B. Schedules of Work

The Partner shall prepare and submit a practical schedule showing the order in which the partner will perform the work and the dates on which the partner contemplates starting and completing and inspecting each task (delivery order).

C. Safety Plan

The partner shall prepare and submit a safety plan to provide for worker and public safety.

LIST OF ATTACHMENTS

ATTACHMENT 1 -- **PROJECT AREA MAP**

ATTACHMENT 1 – Project Area Map

