

BUILDING 27, SUITE 3, FORT MISSOULA ROAD MISSOULA, MONTANA 59804 TEL 406.542.2805 NATIONALFORESTS.ORG

Request for Proposals for Registered Professional Forester Services Eureka Project Tahoe National Forest, California

Background and Statement of Work

The National Forest Foundation (NFF) is partnering with the Tahoe National Forest (TNF) in northern California for implementation of the Eureka Project. The Eureka Project is a commercial thinning and fuel reduction project designed to reduce over-stocked forests around the rural communities along the North Yuba River corridor to enhance wildfire resiliency.

NFF is seeking Registered Professional Forester(s) (RPF) for project level planning, layout, design and implementation oversite of various vegetation management treatments on roughly 1,256 acres in Sierra County. A California Registered Professional Forester license in good standing is a requirement for bidding on this project.

The awarded Contractor shall: collaborate with the TNF staff, develop and implement a cruise plan, mark timber, finalize project design, complete preparation and layout of individual treatment units, develop implementation logging plans, and oversee project implementation of the Eureka Project.

Information Requested

If interested in submitting a bid for this project, please provide a proposal based on the description of the work above and outlined in the attached appendices. Your proposal should address your ability to perform all the work described in Appendix 1. Proposals must include the following items:

- Technical approach for project completion including timeline and task milestones.
- Workforce capacity for the project and estimated production ability per field season.
- Work experience on similar projects.
- Per unit cost for services
- Availabilty/timing for beginning work.
- Three professional references.

Specific requirements are detailed below.

I. PROJECT OVERVIEW AND REQUIREMENTS

General Specifications

A. <u>Description of Work</u> – This Request for Proposals is for all forestry services related to timber and fuels project layout, design and implementation oversite as stated in Appendix 1. Work will occur in concurrent tasks requiring approval from the Forest Service (FS) and NFF representative before the next task of work will be authorized.

The Contractor shall identify what they can supply in terms of materials, labor, equipment, supplies, supervision, quality control, and incidentals required to complete the work described. Contractors may not charge durable goods or equipment under this agreement for purchase or reimbursement (i.e. vehicles, computers, tablets, field equipment etc.). Reimbursement for non-durable goods such as flagging, log paint, and printed unit signs may be authorized with preapproval by NFF. FS will provide tree marking and boundary paint. The Contractor shall perform all work in a safe and conscientious manner.

- B. <u>Project Location</u> The project is located on the TNF in Sierra County Northwest of the community of Goodyears Bar. See Appendix C for map details.
- C. Work Schedule The RPF shall determine their own work schedule and provide a timeline for project completion and accomplishment acceptable to the NFF. Work can begin as soon as contract signature. Field Reconnaissance and Treatment Determination, Fuels/Timber Project Design and Preparation (Tasks 1, 2, & 3) are anticipated to be performed from Summer of 2024 Summer 2025. Operational Administration (Task 4) is anticipated to begin Summer/Fall of 2025 and continue through field season 2027. Preparation and layout will require approximately 30 40 hours per week and implementation oversite will require approximately 30 hours per week.

Please be sure to thoroughly review Appendix 1 and include a statement in your bid regarding your ability to contribute to this objective.

Other Project Requirements and Specifications

- <u>Utilities</u> In many locations there will be no or limited sanitation, water, electrical or housing services available. The Contractor shall make its own arrangements for temporary facilities if needed.
- (b) <u>Specifications</u> Project work shall be accomplished in accordance with the following:
 - APPENDIX 1 Scope of Work
 - APPENDIX A Federal Flowdowns
 - APPENDIX B Technical Project Proposal/Roles and Responsibilities
 - APPENDIX C General Project Maps

Reference Documents can be located at https://nff.files.com/f/3180b94aaa7dffc0

Insurance Requirements

Upon selection of the winning bid, the Contractor agrees that it has and shall maintain the following insurance coverage indicated below. The effective date of all coverage shall precede the start of any work.

- a. State minimum workers' compensation insurance coverage for its employees, if any.
- b. Broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$1,000,000 for bodily injury, death, or damage to property of any person and \$2,000,000 for bodily injury, death, or damage to property of more than one person. The Contractor shall name NFF an Additional Named Insured and provide NFF with a certificate of insurance evidencing such coverages, prior to the initiation of the Scope of Services.

c. If the Scope of Services includes professional services as identified herein, Contractor shall also provide professional errors and omissions liability insurance. Professional services for purposes of this section include, but are not limited to performing architecture, engineering, landscape architecture, land surveying or planning, preparation and signing or stamping of drawings, maps, surveys or construction specifications, or design and development of computer software, programs or websites by the Contractor or by subcontractors on behalf of the Contractor, for which professional liability insurance would typically be required. The minimum coverage limits required are \$1,000,000 for each claim and \$1,000,000 annual aggregate.

Prohibited Telecommunications Services and Equipment

The Contractor is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216.

Payment/Performance Security

Contractor shall post cash, a letter of credit, bond, or other financial security that is easily convertible into cash in a form acceptable to the NFF, in its sole determination, to assure completion of the work required under any subsequent agreement and payment of all amounts lawfully due to all persons supplying or furnishing to the Contractor or Contractor's subcontractors with labor, laborers, materials, rental machinery, tools or equipment used or to perform the work. Contractor may incorporate required associated costs into mobilization costs or other approved expenses.

- a. Work that is classified as construction in accordance with the Miller Act or Little Miller Act or if required per conditions of the funding source, payment and performance bonding will be required in the full amount of any Agreement. For the purposes of this Request for Proposal, construction is defined as "any contract greater than \$100,000 for the construction, alteration, or repair of any public building or public work where the federal government is the owner", or
- b. If Contractor is not self-performing at least 85% of the total contract value or if the cost of materials is in excess of the larger of \$100,000 or 50% of the contract total, payment and performance bonding will be required in the full amount of the agreement, or
- c. If the value of the agreement is in excess of \$250,000, Contractor will be required to post financial security in a form acceptable to the NFF in the amount of 5% of the total agreement value up to \$250,000 in total financial security.

American Made Products. The work associated with this RFP is subject to Build America, Buy America Act. P.L. 117-58, Secs 70911-70917, and as such, domestic content procurement preference requires all iron and steel, manufactured products and construction materials used within the scope of this Agreement, be produced in the United States.

Federal Exclusion Verification

The selected Contractor will be required to affirm that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this transaction by any Federal department or agency.

Federal Flowdown Provisions

Flowdown Requirements: Any Agreement associated with this RFP may be subject to flowdown requirements under associated federal or state funding agreements, which are included and made part of by this reference.

II. REQUIRED COMPONENTS

Technical Proposal

Please provide a detailed technical approach to the work. Technical approach should include:

Approach for Project Completion

- I. <u>Timeline and Milestones</u> Please provide detailed timeline for availability and timing to begin and complete each work task identified in Appendix 1. Proposed timeline could be in the form of a Gant Chart or written narrative.
- II. <u>Workforce Capacity</u> Please provide a list of workforce capacity for the project and estimated production ability per task per field season.
- III. <u>Technical Approach</u> Contractor should provide a detailed account of how they intend to meet project goals and objectives as identified in Appendix 1.

Contractor Qualifications

- I. <u>Past Experience</u> Please provide a brief explanation of previous work experience with land management agencies, working on landscape scale projects, and administering commercial and small tree thinning operations.
- II. <u>References</u> Please provide three professional references that can speak to past performance.

Pricing Schedule

Contractor shall price work according to the schedule below. Prevailing wages are not required for any items listed. NFF will not authorize payment for overtime paid to hourly workers. Hourly rates should include travel costs such as mileage and per diem, please provide a narrative or table identifying those costs and summarizing how the total hourly rate you provide is calculated. Total hourly estimates (total units) should be correlated to your production ability and workforce capacity. You may add lines to the bid tables for additional staff as needed.

Eureka Project								
Description Unit Unit Cost Total Units Total Cost								
Task 1. Field Reconnaissance and Treatment Determination								
Registered Forester	Hour							
Associate Forester	Hour							
Forestry Technician	Hour							
Task 2 & 3 – Fuels/Timber Project Design and Preparation								
Registered Forester	Hour							
Associate Forester	Hour							
Forestry Technician	Hour							
Task 4 – Operational Administration								
Registered Forester	Hour							
Associate Forester	Hour							
Forestry Technician	Hour							
Total	Total							

III. SUBMISSION, EVALUATION, AND CONTACTS

Contractor Selection Process

This is a request for proposals only and bids furnished are not offers from the National Forest Foundation. This request does not commit the National Forest Foundation to pay any costs incurred in the preparation or submission of the proposal or to contract for supplies or services.

The NFF will use the Evaluation Factors below to review each submitted bid. Based on the outcomes of that selection process, the NFF will notify successful and unsuccessful bidders by

August 2, 2024, and will prepare a separate contract document.

Evaluation Factors and Relative Importance

The following criteria will be used in the evaluation of submitted proposals, ordered from highest weighting (level 3) to lowest weighting (level 1).

Level 3 Criteria

- Price / cost
- Equipment and contractor capability
- Timing of when contractor can begin and/or finish the project
- Past performance, references, and USFS feedback

Level 2 Criteria

- Technical proposal / proposed approach to project
- Overall strategic benefits to meeting NFF goals and grant needs, requirements, and timelines
- Ability and willingness to work for more than one consecutive field season.

Level 1 Criteria

- Benefits to the local community
- Relationship to local community
- Additional professional licenses (PCA, LTO etc.)

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Point of Contact

Please submit any questions about the project in writing to the Point of Contact.

Carson Clark
National Forest Foundation, California Program Forestry Supervisor
cclark@nationalforests.org

Responses will be shared with known interested parties by email or otherwise posted at https://www.nationalforests.org/rfp.

Bid Submission

Submit bids via email to cclark@nationalforests.org by July 19, 2024.

Equal Opportunity Provider

In accordance with Federal law and U.S. Department of Agriculture policy, the National Forest Foundation is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability.



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APPENDIX 1 – Statement of Work Eureka Project Tahoe National Forest, California

Background:

The National Forest Foundation (NFF) is seeking the contracted services of one or more Registered Professional Foresters (RPF) to design, prepare, and layout landscape scale vegetation management treatments as part of the Tahoe National Forest's (TNF) 1,256 acre Eureka Project. The Contractor will also function as inspection, quality control, and oversight of the implementation and administration of the project. Vegetation treatments within the scope of this project include both commercial and non-commercial activities.

The RPF will be expected to closely coordinate work with the NFF representative throughout the life of the contract, provide timely progress reports, and work diligently to meet agreed upon production goals and quality standards. NFF's goal is to establish a multi-year program of work with the RPF and retain services for several consecutive field seasons. Project layout and preparation will require approximately 30-40 hours per week; implementation oversight will require approximately 30 hours per week.

Task 1 - Field Reconnaissance and Treatment Determination

- The RPF will work closely with the NFF representative to ensure proposed treatments meet the
 purpose and need described in the North Yuba Landscape and Resiliency Project Environmental
 Impact Statement (NYLRP EIS) and incorporate design elements and mitigations as required. The
 RPF will be responsible for creating reports and products and coordinating work tasks including and
 not limited to:
 - i) Reviewing the Environmental Impact Statement and associated appendices.
 - ii) Reviewing documentation related to relevant FS policies and procedures identified in Reference Documents (https://nff.files.com/f/3180b94aaa7dffc0) such as:
 - (1) Road engineering specifications
 - (2) Virtual boundaries desk guide
 - (3) Timber cruising handbook (FSH 2409.12)
 - (4) Regional theft prevention policies (FSH 2409.12b)
 - (5) Outside Normal Operating Season Specifications (ONOSS)
 - (6) R5 Hazard Tree Guidelines
 - iii) Preparing and submitting required reports for project phases, such as:
 - (1) Technical proposal detailing planned annual operations.
 - (2) Road survey and required road work proposal to support annual plan.
 - (3) Hydrologic survey information, including road crossings, road erosion/watercourse discharge points, in unit stream classifications, and identification of springs or other hydrologic areas of interest.
 - (4) Cruise reports detailing statistical information and product volume by species.
 - (5) Harvest Cards or reports showing georeferenced unit locations and areas of interest (i.e. Watercourses, excluded area, noxious weeds, etc.) within the unit.
 - (6) Silvicultural prescriptions by unit and operational guidelines to implement the prescription.
 - iv) Scheduling regular check in and progress reporting calls or meetings and providing timely information on accomplishments and progress.
 - v) Reporting issues and consulting on problems encountered as they occur.

2) Fuels Project Design and Preparation

- 1. The RPF will determine where within the project area non-commercial vegetation treatments are applicable to reach residual stand structure objectives, including biomass utilization, thinning of conifer via mastication/hand thinning and/or machine cut & piling of small diameter conifer or brush. Work for fuels projects will include and is not limited to:
 - i) Determine appropriate treatment method on a unit-by-unit basis based on NEPA documentation and treatment code prescriptions as well as FS guidelines or references.
 - ii) Identify unit boundaries based on vegetation type, treatment method and operational constraints.
 - iii) Layout units and create georeferenced maps, utilizing discernable boundaries (roads, watercourses etc.) as appropriate.
 - iv) Identify, flag and map sensitive or special treatment areas or excluded areas as needed.
 - v) Survey and classify watercourses to determine appropriate activity buffers.
 - vi) Prepare/refine silvicultural prescriptions and service work implementation specifications that meet guidelines and incorporate mitigations established during the NEPA process.
 - vii) Identify trucking routes (including temporary roads and skid trails), landings, water draft sites and watercourse crossings, make recommendations for maintenance, repair, or construction and reconstruction of transportation infrastructure as needed.
- 2. Deliverable work products include and are not limited to a logical plan of operations, silvicultural prescriptions and detailed service work implementation specifications, defined and prepared treatment units that are ready for on the ground implementation, geospatial data such as unit locations, acres by treatment type, stream classifications, location of sensitive plants or noxious weeds if encountered, and any excluded or special treatment areas.

3) Timber Sale Design and Preparation

- 1. The RPF will determine where within the project area commercial timber sales are applicable to reach residual stand structure objectives. The TNF will provide tree marking paint and flagging when required. Timber sale and cruise plans must be approved and meet TNF Region 5 Quality Control requirements. Work for timber sale projects will include and is not limited to:
 - i) Identify, layout and map operational unit boundaries for ground-based logging, incorporating NEPA mitigations and design criteria.
 - ii) Identify and utilize discernible boundaries whenever possible.
 - iii) Identify, flag and map sensitive or special treatment areas or excluded areas as needed.
 - iv) Survey and classify watercourses to determine appropriate activity buffers.
 - v) Develop/refine silvicultural prescriptions and implementation instructions (i.e. for timber marking or cutting).
 - vi) Utilize designation by prescription (DxP) when appropriate for merchantable units to minimize the need to mark timber.
 - vii) Where designation by prescription is not feasible, determine timber designation method and mark trees for cut or leave.
 - viii) Develop and implement a cruise plan to accurately determine merchantable timber volume by species.
 - ix) Identify trucking routes (including temporary roads and skid trails), landings, water draft sites and watercourse crossings, make recommendations for maintenance, repair, or construction and reconstruction of transportation infrastructure as needed.
 - x) Keeping records and recording information as required by TNF policies and procedures.
- 2. Deliverable work products will consist of but are not limited to a logical plan of timber operations including a transportation plan and required road work, a cruise plan and resulting volume and statistical data, silvicultural prescriptions, implementation guidelines (marking and/or DxP), geospatial data including unit boundaries, acreage, and mapping special treatment, watercourses and hydrologic resources, sensitive sites, or excluded areas as necessary.

4) Operational Administration

- 1. The Contractor will coordinate with USFS and NFF before the project start, at the project start, throughout the project and at the end of the project to ensure quality control and administration of the Eureka Project. The Contract shall abide by the roles and responsibilities outlined in Appendix B.
 - i) Before Project Implementation Start
 - (1) The Contractor will review with the NFF and the USFS all project information such as the USFS planning decision document and all paperwork necessary for the implementation contract. This may include the project appendices, project maps, etc. The Contractor determines that all prerequisites to contract work are taken care of, such as, but not limited to, environmental protection measures, delegations of authority, operating schedules, etc.
 - (2) The Contractor will attend pre-operations meeting(s) and identify when the implementation contractor will start operations. The Contractor will review plans and schedules with implementation contractors to assure a common understanding of conditions and responsibilities.
 - ii) At Project Start:
 - (1) As necessary, the Contractor will conduct an inspection of the implementation contractor's equipment to ensure that it is weed-free.
 - (2) The Contractor will conduct a fire inspection of the implementation contractor's equipment in coordination with the USFS.
 - (3) The Contractor will ensure that they have a regular presence on-site during the first week of operations.
 - (4) The Contractor will inspect falling and skidding at project start to ensure specifications are met.

iii) Throughout Project:

- (1) The RPF may be asked to perform on the ground contractual administration for noncommercial and commercial vegetation management projects. Operational administration work will include and is not limited to:
 - (a) Organizing and leading a pre-work meeting with the operational contractor to explain treatment requirements, required mitigations and other project or contractual performance requirements.
 - (b) Regularly monitoring contractor performance in the field to ensure compliance with treatment objectives, environmental protection, and fire prevention measures.
 - (c) Addressing and correcting performance problems or issues to ensure continued operational compliance and quality end results.
 - (d) Tracking contractor progress and reporting accomplishments and projected work completion to NFF at agreed upon intervals.
- (2) For commercial timber projects:
 - (a) Monitor operations and ensure appropriate utilization, log branding/painting, load ticketing and scaling.
 - (b) Monitor road conditions during hauling and ensure erosion control measures and road maintenance comply with contractual and safety requirements.
 - (c) Ensure stump treatment, brush disposal and logging slash treatment are concurrent with operations and meet contractual requirements.
 - (d) Assist with or provide information for timber sale financial accounting as needed.
- (3) The Contractor will ensure the implementation contractor adheres to the requirements in the Eureka Project (Appendices B, C, E, F, G, & H) and relevant USFS planning decision documents.
- (4) The Contractor will document all findings for the project record in "Daily Journal" forms to be provided by NFF. They consult with USFS and NFF personnel regularly to report progress and any deficiencies. The Contractor will work with the implementation contractor to identify upcoming work that will be occurring over the next five business days. The Contractor will document this upcoming work plan in the "Upcoming Work Schedule" section of the "Daily Journal" form.
- (5) The Contractor will advise implementation contractor's field representatives of adequacy or inadequacy of operations and achieve compliance with contract terms, including safety and

- employment requirements. They take appropriate action to correct deficiencies and will advise NFF to implement a "Stop Work Order," if needed.
- (6) The Contractor is responsible for continuing field inspection and control of contractor's operations such as service work items, timber falling, skidding and yarding, decking, loading, hauling, and all log accountability requirements. They will determine if utilization, slash disposal, and road maintenance/erosion control are adequate. In coordination with the USFS, the Contractor will identify, inspect, and approve potential landing sites, skid trails, and temporary roads, and mark add volume and hazard trees as necessary.
- (7) The Contractor is responsible for conducting formal field inspections at the time of implementation contractor invoice. The Contractor will ensure that all contractual obligations are met on a per-unit basis in coordination with USFS and NFF before payment is provided to the implementation contractor.

iv) End of Project:

(1) The Contractor will pay special attention to landing clean up and that all roads are left to specification. The Contractor will ensure project winterization procedures have been completed prior to the end of each field season. At formal end of project, the Contractor will ensure that all contractual obligations are met before making a final inspection in coordination with USFS. The Contractor will return any borrowed equipment (paint, flagging, etc.) at the end of each field season and upon project completion.

Appendix A Federal Flowdowns

NFF Funding Code: 1596051

NFF Funding Name: SA SPA North Yuba Landscape Resilience Project (Inflation

Reduction Act Funds)

Funder Agreement ID: 20-SA-11051700-020

Flowdown Provisions

U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.

Award Recipient or Contractor shall acknowledge U.S. Forest Service support in any publications, audiovisuals, and electronic media developed as a result of this agreement.

COPYRIGHTING.

Award Recipient or Contractor is granted sole and exclusive right to copyright any publications developed as a result of this agreement. This includes the right to publish and vend throughout the world in any language and in all media and forms, in whole or in part, for the full term of copyright and all renewals thereof in accordance with this agreement. No original text or graphics produced and submitted by the U.S. Forest Service must be copyrighted. The U.S. Forest Service reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Federal Government purposes. This right must be transferred to any sub-agreements or subcontracts.

This provision includes:

- The copyright in any work developed by Award Recipient or Contractor under this agreement.
- Any right of copyright to which Award Recipient or Contractor purchase(s) ownership with any Federal contributions.

NFF Funding Code: 1596044

NFF Funding Name: SA SPA North Yuba Landscape

Funder Agreement ID: 22-SA-11051700-022

Flowdown Provisions

BUILD AMERICA, BUY AMERICA (OMB Memo M-22-11).

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- (1) all iron and steel used in the project are produced in the United States this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- (2) all manufactured products used in the project are produced in the United States this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- (3) all construction materials are manufactured in the United States this means all manufacturing processes for the construction material occurred in the United States. This excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

The Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding brought to the construction site and removed at or before completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, or portable computer equipment used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements.

- (a) When the U.S. Forest Service determines that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
 - (1) applying the domestic content procurement preference is inconsistent with the public interest;
 - (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The U.S. Forest Service will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver.

Definitions

"Construction materials" include an article, material or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that is or consists primarily of: non-ferrous metals;

- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall

"Domestic content procurement preference" means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

"Infrastructure" includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

"Project" means the construction, alteration, maintenance, or repair of infrastructure in the United States.

DAVIS BACON WAGES FOR CONSTRUCTION.

Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the "Davis-Bacon Act").

U.S. FOREST SERVICE ACKNOWLEDGED IN PUBLICATIONS, AUDIOVISUALS AND ELECTRONIC MEDIA.

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This provision includes:

- The copyright in any work developed by Award Recipient or Contractor under this agreement.
- Any right of copyright to which Award Recipient or Contractor purchase(s) ownership with any Federal contributions.

Appendix B Roles and Responsibilities APPENDIX B TECHNICAL PROJECT PROPOSAL Inspection Timeline for Stewardship Agreement

1. Estimated Plan of Operation for Accomplishing this contracrt.

Item#	Work Activity Description	Estimated Start Work Date	Estimated Finish Date	Estimated # of Days to Complete	Equipment

2. Estimated Quality Control Plan for Accomplishing this contract.

Forester Contractor

Work Activity	Frequency of tew	ardship Item sctor	Remedy for
	Inspection	1	Unacceptable
			Work
Mechanical	Daily		Follow EIS Rx
Thinning			
Fuels Treatments	Daily		Follow EIS Rx
Erosion Control	Daily		Follow EIS Rx

Forester Contractor

Timber / Service Items

Ŷ	Work Activity	Frequency of	Inspector	Remedy for
		Inspection		Unacceptable Work
	Mechanical Thinning	Bi- Weekly		Follow EIS Rx
	Fuels Treatments	Bi-Weekly		Follow EIS Rx
	Erosion Control	Bi-Weekly		Follow EIS Rx

- 3. Forest Service Project Preparation and Sale Administration for All Treatment Units:
 - a. The Contractor will complete all aspects of the Project Preparation and Layout, including identification and marking of treatment unit boundaries, area determination, development of silvicultural prescriptions, marking guidelines, cruise design, timber cruising, designation (marking and/or by description or prescription), volume determination, designation of resource protection buffers for channels/waterbodies and other protected resources, and development of sale area maps.
 - b. Project layout timing: All field layout, volume determinations, appraisals, contract maps and information needed for preparation of a Request For Proposals for all treatment units to be implementation by NFF and will be completed and provided to NFF no later than December 31st 2024.
 - c. The Contractor will conduct Sale and Project Administration duties, including oversite and accountability of timber, biomass, and other forest products being removed from National Forest System lands. Compliance of contract specifications and resource protection measures will be coordinated through the NFF Project RPF to the NFF contractor implementing the project.

NFF Project Manager:	Date
Contractor:	Date

Roles and Responsibilities Inside Stewardship Agreements						
	Res	onsibility		T		
Agreement or Action	Partner Representative	FS Representative	Timeframe (*** is situation dependent)	Remarks		
Program Manager	Partners Specialist lead	Program Specialist with knowledge of Stewardship Agreements		Partner and Forest Service team should include Program Managers, Project Managers, Director, and line officers		
Project Manager	Partner Specialist assigned to task	Specialist assigned to task inside the SPA				
Proposal write-up	Partner Program Manager, Director	Program Manager, Project Managers, D.R.	Action can be accomplished in a project set- up meeting.	Recommend a face-to face meeting with preparation of current and future work that fits that partner.		
Scope of Work	Partner Program Manager, Director	Program Manager, Project Managers, D.R.	Scope of work needs to follow partners and F.S overall internal objectives. Must be a high priority	Same meeting as the project Set-up. Recommend a large Scope of Work that includes multiple objectives. Appendixes will address specific tasks where current funding exists		
Supplemental Project Agreement Introduction pages	Program Manager	Program Manager				
Appendix B- Technical Proposal	Program Manager	Program Manager				
Appendix C- Maps	GIS Partner specialist	Specialist assist		Must provide partner with Shape-files		
Appendix D- Financial Plan	Program Manager	Program Manager, D.R				
Appendix E- Service work associated with the SPA		Project Managers submit Prescriptions				
Appendix F- Timber Removal Specifications		Timber contracting officer/Timber management officer				
Appendix G- Guidelines for Timber Removal		Timber contracting officer/Timber management officer				
Appendix H- Fire Plan		Fire/ Fuels officer				
Forest Service Dollars		District Ranger				
Partner Grants and other Dollars	Program Manager					
Grants and Agreements assistance		Assigned Forest Service G&A specialist				
Line officer and Partner Director Review and signature	Director	Forest Supervisor				

Roles and Responsibilities Inside Stewardship Agreements Responsibility Partner Timeframe Agreement or Action FS Representative Remarks Representative (*** is situation dependent) RPF (Registered If NEPA is complete a RPF could complete and then Prescriptions Project Manager Forester) reviwed by Project Manager. Appraisal **Timber Specialist** Up-to Gate 6 needs completed by F.S and awarded to TIM **Timber Specialist** Partner. Resource Timber Sale Accounting Resource Specialist will be trained in SPA's Specialist Engineering Contractor **USFS** Engineer Multiple Retired F.S Engineers can assist.. Fuels **Fuels Specialist** Wildlife USFS Contractor Arch. USFS Contractor RPF (Registered GIS USFS Forester) Hydrology*** USFS NFF Botany*** NFF USFS Other Specialist needs*** NFF USFS

Roles and Responsibilities Inside Stewardship Agreements

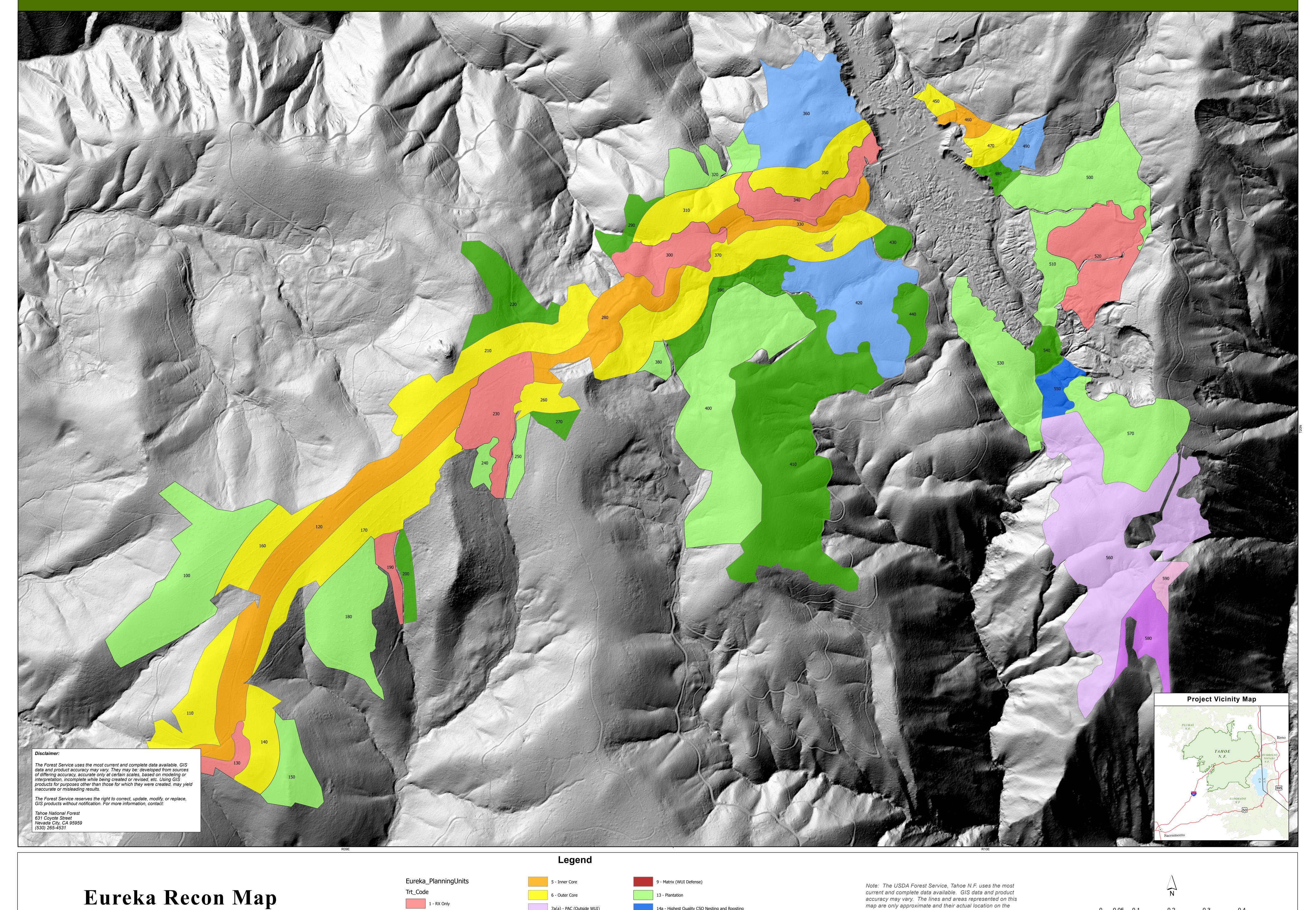
otes and responsibilities inside Stewardship Agreements					
	Responsibility				
Agreement or Action	Partner Representative	FS Representative	Timeframe (*** is situation dependent)	Remarks	
Layout of Service Work (ground truth, flag or paint boundary)	Partner Crew or Contract Crew	USFS		As agreed to in the Supplemental Project Agreement	
Layout of Timber units (Ground Truth, Flag and paint units	Partner Crew or Contract Crew	USFS			
Marking Timber	Partner Crew or Contract Crew	USFS			
Cruising Timber	Partner Crew or Contract Crew	USFS			
Cruise Design	NFF	Timber Specialist			
Check Cruise		Check Cruiser			
Road Plans/Deposit	Partner Contractor				
Partner Contract design	Project Manager	Project Managers			
Pre-bid tour	Project Manager	Project Managers			
Award of Partner Contracts	Project Manager	Project Managers			
Pre-work Meeting	Project Manager	Project Managers			

Roles and Responsibilities Inside Stewardship Agreements					
	Respo	nsibility			
Agreement or Action	Partner FS Representative		Timeframe (*** is situation dependent)	Remarks	
RPF Forester	х				
Service Work inspector	Х				
Contracting Officer Rep.		х			
Sale Administrator***	x	х	5 days	If the Forest Service cannot approve, accept, or sign off on agreements or actions within the specified timeframe for FS response, the Partner will be given authority to approve, accept, or sign off on all agreements and actions identified as a Partner responsibility. All action and agreement decisions made by the partner are considered final and agreed to by the FS, except under instances of gross negligence.	
Additional Roles/Responsibilities	Х	х	See specified timeframes in Timber Removal Roles and Responsibilities	Reference Timber Removal Roles and Responsibilities as needed/relevant to address action needed on additional roles/responsibilities	



		Respon	sibility		
Provision	Agreement or Action	Partner Representative	*FS Representative	Timeframe for FS Response (Working/Business Days) (*** is situation dependent)	Remarks
C2	Agree to Include Timber Subject to Agreement per F.2 Mark and include timber in authorized clearings	×	CO, FSR		*Lowest level of authorit listed FS to provide tree marking paint and measuring table f
.6	(e.g. skid trails, temp. roads, landings) Revise, add or subdivide Payment Units Designate damaged trees for felling; agree to		CO, FSR	5 days	volume determination FS to provide tree marking paint and measuring table f
.8, 10	include Mark dead or unstable trees in advance of felling	×			volume determination FS to provide tree marking paint and measuring table f
.8, 10	Agree to not require removal of material which	×	SA, ER	5 Days	volume determination
.9-a	would damage roads Agree to remove timber from or fell trees into such areas (e.g. cultural sites)		SA SA	5 days	
.9-b .9-d;	Agree to other methods of obliteration	×	SA	30 days	
tewardship lequirements	Agree to substitute equipment or methods***		FSR		
.9-d; tewardship tequirements .9-d	Agree to other felling, bucking, limbing requirements and stump treatments Agree to other than flagging skid roads	×	SA		
.9-d	Agree to remove and/or reduce width of streamcourse buffer strips	×	SA DB	3 days	Provided by FS
.9-0	Environmental Education Respond/Interact with public complaints	×	SA,FSR,CO,DR	•••	FS DR will lead response will support from NFF
.9-d .9-e, 10,	Environmental Compliance Agree to alternate slash measures and decking of	×	SA,FSR,CO,DR		
itewardship Requirements	logs not meeting utilization standards	×	SA	3 days	after consultation with FS in consultation with FS
.9-f	Agree to reevaluate LOP Agree to hauling prior to pre-haul maintenance		FSR		biologist
.10	work Make agreements within the scope of road	×	FSR, ER	3 days	after consultation with FS
.10; T-Specs .11-a	maintenance specifications Release Payment Unit(s) for cutting	×	FSR	3 days	FS responsible for TSSA
.11-a	Bill Contractor for Payment Unit(s) Agree to not require completion of all contract	×			
.11-a	requirements prior to releasing additional Payment Unit(s) Agree to haul route & locations for accountability checks & return of books		FSR FSR	10 days 3 days	
iR3	Accept specific work on a Contract Area Payment Unit (such as logging, slash disposal, erosion control, or snag felling)	×		5 days	Partner retains responsibili- unless gross negligence in acceptance has been identi- by FS. In matter of dispute, consult with FSR.
GR3	Accept all contractual requirements on a Contract Area Payment Unit	×	SA, FSR, CO	5 days	Partner retains responsibilit unless gross negligence in acceptance has been identi by FS. In matter of dispute, consult with FSR. Refer to it 40.
SR7 SR10	Request Contractor's records Agree to include timber damaged by natural	×	CO SA	***	after consultation &
R10	causes Agree to include unintentionally cut undesignated	×	SA		agreeement with Partner after consultation with Part
ik10	timber or undesignated timber cut for safety Approve other material, timber not listed in F.2.	*	SA	3 days	after consultation with Part
R10	or timber not meeting utilization standards in F.2 as requested by Contractor	×	со	5 days	after consultation with Part
R10 R10	Agree to minor changes Approve revision of Proposal	×	SA CO	5 days 30 Days	after consultation with FS Any increase in cost must b
iR10	Modify SPA	×	co		Any increase in cost must b
5R10,11	Approve modifications to Operating Schedule	×	FSR		approved by EO Any increase in cost must b approved by EO
SR10,11 SR12	Approve Contract Term Extension Authorize Contract Term for Delays	×			EO EO
5R13	Delay, Interrupt or Terminate Contract	×			EO for threat of immediate or
5R13	Suspension of Work Agree that the use of an existing road not listed in	×	CO, FSR, SA, HI		irreparable damage to resources or threat to humi life
i, 30	F. 10-B will not cause damage Approve/agree to skidding on permanent roads	×	FSR, SA, ER SA, ER	3 days 3 days	after consultation with FS
5	Approve snow removal and agree to methods to repair damage	×	SA, ER	3 days	after consultation with FS
	Approve water supply development in advance of use		FSR, SA, ER	3 days	
2	Agree to traffic control plan Agree to cleanup and restoration of a polluted site	×	FSR, SA, ER	3 days	after consultation with FS
15	Agree to locations for cleaning of equipment and	×	SA	3 days	
15	control of off-site impacts Approve the cleaning of equipment Agree on treatment of new infestations	×	SA	5 days	after consultation with FS
16	Require or authorize timber to be left Agree to alternate method of falling Agree to leaving stump heights greater than	×	SA SA	3 days 3 days	after consultation with FS after consultation with FS
.9	specified	×			
9	Agree to alternate disposal method for severed stump portions Agree to locations of landings, tractor roads and skid trails	×			
3	Agree that arches and dozer blades will not materially damage residual stand Designate stream crossing Authorize temporary stream diversion	×	Hydro	3 days	after consultation with FS
5	Agree to timing changes for erosion prevention and streamcourse protection work	×	SA	3 days	
:5	Make decision that ground conditions are such that excessive damage will result (erosion)	×	SA	3 days	consultation with FS for determination of acceptabl
:5	Agree to establish erosion control structures	×			soil moisture standards
:5	without marking on the ground Designate location of needed work for erosion	×			
8	prevention and control Agree to alternate meadow protection measures Agree to location and clearing width for	×	SA	3 days	after consultation with FS
1	temporary roads Stake or otherwise designate cross-ditches and	×	SA	5 days	enter consultation with FS
2	waterbars for temporary roads Agree to other than restoration of temporary	×	SA	3 days	
3	roads Agree to alternate erosion measures on landings Agree to backblading skid trails in lieu of cross- ditching and other comparable erosion control	×			<u> </u>
4	ditching and other comparable erosion control measures Agree to not remove temporary erosion control	×			
5	Agree to not remove temporary erosion control structures Agree to not construct temporary erosion control	×			
15	Agree to mot construct temporary erosion control structures Agree to waive/adjust requirements for branding	×		5 days	
7	and painting Assign brand		CO	5 days 3 days	
7	Waive branding and painting of remanufactured products		со	5 days	
7 8 8	Approve use of a catch brand Change dates of fire precautionary period Authorize substitute fire precautionary measures or waive specific requirements		CO CO CO, FSR	5 days	
8	Shut down Contractor's equipment for emergencies and agree on rates	×	со	***	after consultation & agreement
8	Require further actions by Contractor for fire fighting	×	со		after consultation & agreement
9	Make determination that a fire is an "Operations Fire" and approve amount of billing or reimbursement		со	***	
9	reimbursement Make determination that a fire is a "Negligent Fire" and approve amount of billing		со	***	
9	Designate locations for storage and parking, and smoking		SA	3 days	
9	Perform fire inspections Agree to allow one patrolman on more than one	×	SA FSR	3 days 5 days	in conjunction with FS
9	Agree to alternate headquarters location for		FSR FSR	5 days 5 days	
9	Communications Approve Variance		CO	5 days	after consultation &
9	Approve Variance PAL Provisions-Change Project Activity Levels If the Forest Service cannot approve, accept, or sign off on agreements or actions within the specified timeframe for FS response, the Partner will be given authority to approve, accept, or sign off on all agreements and actions identified as a Partner responsibility. All action and agreement	×	co	See specified timeframes	agreement





13 - Plantation

<all other values>

14a - Highest Quality CSO Nesting and Roosting

14b - Highest Quality Nesting and Roosting

15(2) - Matrix and Other Forested Areas

7a(a) - PAC (Outside WUI)

7b - PAC (WUI Threat Zone <5M)

8 - Recreation Site

7a (b) - PAC (WUI Threat Zone)

2 - Meadow, Fen, Aspen

4 - PAC (WUI Defense, Infrastructure, etc.)

3 - Hydraulic Mine

Map produced by Ryan Davy, Date: 8/9/2023 $Document\ Path:\ T:\ FS\ NFS\ Tahoe\ Program\ 2400\ Timber\ Mgmt\ GIS\ SO\ Workspace\ rdavy\ NYLRP\ NYL_Project\ Workspace. aprix$

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accuracy may vary. The lines and areas represented on this map are only approximate and their actual location on the

ground may vary. This information may be updated, corrected, or otherwise modified without notification.