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NATIONALFORESTS.ORG

Request for Proposals
GRASSY MOUNTAIN SHARED STEWARDSHIP PROJECT
San Juan National Forest, Tres Rios BLM Field Office, and Colorado
State Land Board, Colorado

Background and Statement of Work: In collaboration with the USDA Forest Service (USFS), the Bureau of Land Management Tres Rios Field Office (BLM), the Southwest District of the Colorado State Land Board (SLB), and the Colorado State Forest Service (CSFS), the National Forest Foundation (NFF or Project Administrator) is seeking a contractor/s to conduct service work, including forest thinning and biomass removal across 638.5 acres of public lands in La Plata County, Colorado. This group is hereinafter referred to as the “Project Partners.” The work will occur above the Forest Lakes Metro District on the south facing slopes of Grassy Mountain. Some past fuels work has occurred within the project area, but much of the forest across the three parcels is overstocked and poses a risk of severe crown fire that would threaten the Forest Lakes Subdivision.

The USFS, BLM, CSFS, SLB, and NFF collaboratively identified and developed this project. There will be an identified Implementation Lead who will be the primary point of contact for the selected contractor during implementation. The Grassy Mountain Shared Stewardship Project (Project) will reduce the risk of severe wildfires through targeted treatments on public lands in La Plata County. Fuels work, including mechanical vegetation thinning, skidding, decking, chipping or grinding, hauling, and road maintenance, will be completed along the boundary of lots that are within the northern private boundary of the Forest Lakes Subdivision. Most Forest Lake subdivision lots are .5-1.0 acre in size and treatments will be within a few hundred feet of homes and outbuildings. The project will follow a thin from below prescription with a target basal area of 60-80 square feet/acre.

This Request for Proposals (RFP) includes 638.5 acres of required public land treatments for the first phase of the Project. The NFF and project partners anticipate releasing additional RFPs annually for up to five years to implement similar service work in subsequent phases of the Project.

Information Requested

If interested in submitting a bid for this project, please provide a proposal for the above statement of work by providing:

- **Technical approach** – Please explain the approach you would use, including wood utilization, estimated completion date, and slash management (mastication, chip/haul, etc.). For slash management, proposals may state that contractors prefer to pile slash at landing sites for slash management contractors (e.g. chip/haul, air curtain burner, etc.) to remove.

- Work experience – Please summarize previous experience, including your capacity for this project and efficiency in vegetation management in the past, if any, particularly in Southwest Colorado.
- Cost
- Capacity for this project

Specific requirements are detailed below.

I. PROJECT OVERVIEW AND REQUIREMENTS

General Specifications

- (a) Description of Work – This Request for Proposals is for restoration services related to Grassy Mountain Shared Stewardship Project, including the following:
1. Treat 638.5 acres. Acreage is divided into four (4) units. Specified Treatments are outlined in Appendix A: Scope of Work and include slash management. Maps of units are included in Appendices B-E.
 2. Non-timber biomass removal. Describe method and cost of biomass removal from designated landings. Biomass may include small diameter trees, treetops, and tree limbs. Total estimated biomass removal is 3,940 CCF, or 6.1 CCF per acre. ALL INTERESTED CONTRACTORS SHOULD CONFIRM VOLUME USING THEIR OWN ESTIMATES.
 3. Seed areas of excessive disturbance resulting from implementation. Excessive damage will be considered an area that is at least 5 feet x 5 feet where bare soil has been exposed. The seed will be provided by the Project Administrator.
 4. Heavy machinery dirt work. Heavy machinery work may include opening landings, grading permanent roads, closing and restoring temporary roads, and installing or improving road drainage features (e.g. water bars, etc.).

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. The Contractor shall perform all work in a safe and conscientious manner.

- (b) Project Location – The project area is in La Plata County, CO approximately seven (7) miles north of Bayfield, CO. Project access is through the Forest Lakes Metro District. The treatment units and boundaries will be provided on georeferenced maps for use with Avenza or as background maps on GPS machines to the selected contractor(s). Special areas of avoidance such as sensitive habitats and a hard boundary along private lands will be flagged on the ground prior to the contractor/s start date. Project shapefiles can be available to those who RSVP to the virtual project site visit (see site visit details on page four).

(c) Work Schedule –

Start Date: March 1, 2025, or as conditions allow.

End Date: USFS and State Trust Lands – December 31, 2027

BLM Lands – September 12, 2027

Project site must be accessible to the public between operational windows.

Daily Operational Period: Daylight hours; Log hauling is prohibited between 6:30-8:00 a.m. and 3:30-5:00 p.m. on weekdays to avoid conflict with higher residential traffic

Timing restrictions:

- i. March 1 – May 1: No operations on USFS lands without prior approval from Line Officer due to Migratory Bird Restriction.
- ii. May 15 – July 15: No work can occur on BLM lands due to Migratory Bird Restriction.
- iii. July 4 – 5: No log hauling to prevent conflicts with recreationalists.
- iv. No work can occur on State Land Board parcels during the 2nd, 3rd, & 4th Big Game Rifle Seasons, and for one week prior to these seasons. For 2024, this timing restriction runs from October 19, 2024 – November 11, 2024. Dates have not been released for 2025, but will be shared with Contractor/s as soon as Colorado Parks and Wildlife publishes 2025 Big Game Rifle Seasons

Other Project Requirements and Specifications

(a) Utilities – 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) Specifications – Project work shall be accomplished in accordance with the following:

- Appendix A – Scope of Work
- Appendix B – MAP – Grassy Mountain Project Area
- Appendix C – MAP – Grassy Mountain Unit A
- Appendix D – MAP – Grassy Mountain Unit B
- Appendix E – MAP – Grassy Mountain Unit C
- Appendix F – MAP – Grassy Mountain Unit D
- Appendix G – MAP – Grassy Mountain Unit A BLM Proposed Logging Plan
- Appendix H – MAP – Grassy Mountain Unit A State Land Board Proposed Logging Plan
- Appendix I – MAP – Grassy Mountain Unit B Proposed Logging Plan
- Appendix J – MAP – Grassy Mountain Unit C Proposed Logging Plan
- Appendix K – MAP – Grassy Mountain Unit D Proposed Logging Plan
- Appendix L – Federal Flowdown Provisions for 1596024
- Appendix M – Federal Flowdown Provisions for 1598516

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. Contractor shall provide professional errors and omissions liability insurance if its Scope of Services includes professional services. Professional services for purposes of this section include, but are not limited to performing: architecture, engineering, landscape architecture, land surveying or planning, geological investigation, interior design/space planning, preparation and signing or stamping of drawings, maps, surveys or construction specifications, consulting, or design and development of computer software, programs or websites by the Contractor or by subcontractors on behalf of the Contractor. 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 attached as Appendix L and Appendix M.

II. REQUIRED COMPONENTS

Technical Proposal

Please provide a detailed technical approach to the work.

Contractor Qualifications

- (a) Past Experience – Please provide a brief explanation of previous work experience with land management agencies.
- (b) References – 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 required per conditions of funding sources. Bidding on all services is not required. Please indicate contractor’s willingness to accept a partial award (e.g. only cut/skid/deck or only biomass removal) in your proposal, or if all items bid must be accepted to validate proposal.

- a) Cut/Skid/Deck – This includes the cutting and removal of material specified in Appendix A – Scope of Work. Removal of material may include skidding or forwarding to a designated landing or mastication. Cutting may include feller bunchers, harvesters (processors), or hand felling. Please indicate the approach in your proposal.

	Task/Item	Description of Proposed Operations (e.g. harvester with forwarder; feller/buncher with skidder)	Unit Acre	Unit Cost	Extended Cost
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		and delimeter; hand felling, etc.)			
(a)	Unit A		438.5		
(b)	Unit B		102		
(c)	Unit C		33		
(d)	Unit D		65		
				Total Bid	

b) Biomass Removal – Unit cost should include the cost of biomass removal from project area.

	Task/Item	Mobilization cost	Unit Cost (\$/ccf)
(a)	Wood Grinder/ Chip and Haul		
(b)	Air Curtain Burner		
(c)	Mastication		
(d)	Log Hauling	The following should cover the cost of transporting 8ccf/12 cords of firewood <i>in log form</i> from the Grassy Mountain project site to the specified locations.	
	Towaoc, CO		
	Chinle, AZ		
	Farmington, NM		
	Red Mesa, UT		
	Blanding, UT		
	Lukachukai, AZ		
	Sanotsee, AZ		
	Chilchinbeto, AZ		
	Standing Rock, NM		
	Sheep Springs, NM		
(e)	Other		

c) Road Maintenance –

- a. Heavy machinery dirt work. Heavy machinery work may include opening landings, grading permanent roads, closing and restoring temporary roads, and installing or improving road drainage features (e.g. water bars, etc.).
 - i. **NOTICE TO PROCEED:** All heavy machinery work requires a formal “NOTICE TO PROCEED” (NTP) before initiating. The NTP will specify scope and value of associated dirt work.

- ii. **PERFORMANCE SECURITY:** The NFF requires a Performance Bond equal to 100% of the value of the road work. This performance bond is SEPARATE and IN ADDITION TO any securities collected for other work related to this project. Performance Bond will be collected at the time the NTP for the associated Road Work is issued.
- iii. **NOTE:** Road Maintenance for this project falls under “**Public Works**” projects. As such, Road Maintenance work will require Prevailing Wages. Prevailing wages (the Davis-Bacon and Related Acts) apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of Public Works projects. The specific roles that require Wage determinations are determined at the state/county level for each construction type. That information is found at <https://sam.gov/content/wagedeterminations> and <https://www.dol.gov/sites/dolgov/files/WHD/Obtaining-WDs.pdf>.

	Task/Item	Units	Unit Cost
(a)	Heavy Equipment (dozer)	Hour	
(b)	Heavy Equipment (skidder/forwarder)	Hour	
(c)	Heavy Equipment (Road Grader)	Hour	
(d)	Heavy Equipment – Light (Skidsteer/Mini-excavator/etc)	Hour	
(e)	Dust Mitigation	Mile	

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 January 10, 2025 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, BLM, or CSFS feedback

Level 2 Criteria

- Technical proposal / proposed approach to project
- Overall strategic benefits to meeting NFF goals and grant needs, requirements, and timelines

Level 1 Criteria

- Benefits to the local community
- Relationship to local community
- Wood Utilization

Point of Contact

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

Nick Olson
National Forest Foundation, Southwest Colorado Project Coordinator
nolson@nationalforests.org

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

Project Pre-Bid Site Visit

Project partners will host two site visits and one virtual Q&A option. Please register with the NFF Point of Contact listed above by December 4.

Pre-bid Site Visit:

Meet at 82 Alpine Forest Dr, Bayfield, CO 81122.

- December 5 , 9-12 a.m.
- December 11, 1-4 p.m.

Virtual Q&A:

December 12 10 –11 a.m.

Virtual Meeting info is provided below:

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 250 358 397 96

Passcode: cP9Ga3L3

Dial in by phone

[+1 406-998-6119](tel:+14069986119), [409022908#](tel:+1409022908) United States, Billings

[Find a local number](#)

Phone conference ID: 409 022 908#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

Bid Submission

Submit bids via email to nolson@nationalforests.org by December 23, 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.

Appendix A – Scope of Work

Project Administration

Project administration will be conducted by the Colorado State Forest Service and the National Forest Foundation.

There will be a project Implementation Lead. The Implementation Lead will reserve the right to suspend operations at any time. The Implementation Lead will reserve the right to specify on-the-spot work on a case-by-case basis that may override the prescription listed below at the mutual agreement of Implementation Lead and Contractor.

The Contractor/s will notify the Implementation Lead two weeks prior to intended start. Implementation Lead and Contractor/s will coordinate equipment inspection and Partners pre-work meeting at this time.

The Contractor/s shall notify the Implementation Lead when they are within 2 days of completion of each unit. The Implementation Lead will notify the Contractor/s of a date and time for a final inspection.

The Implementation Lead contact information will be provided to the selected Contractor/s.

Project Location

Treatment acres fall on San Juan National Forest (SJNF), Bureau of Land Management – Tres Rios Field Office (BLM), and Colorado State Land Board (SLB) lands on the southern aspect of Grassy Mountain. The project area is located above the Forest Lakes Metro District (FLMD) in La Plata County, CO approximately 7 miles north of Bayfield, CO on CR 501. The FLMD road network will provide access to the project site. Some access points may require 4x4 vehicles.

Existing Conditions

The dominant forest type is Ponderosa Pine with an under story of Gambel oak along with grass and forbs; though white fir dominates some drainages in the project area – notably on SLB lands (Units B and C). The forest structure is a two aged, second growth stand. Tree ages average around 120 years with stand initiation in the early 1900's. Some older relics (25-30" Dbh) can be found in the stand as well, these trees are 250 to 300 years old. White fir and Douglas fir trees are present but poorly represented in the stand with the exception of drainages in Units B and C. The Gambel Oak is absent or scarce when the over-story of pine dominates but Gambel oak is found in openings. Little grass and forb production is noted, and pine litter dominates the ground layer. The terrain ranges from gentle to steep (0% – 30% slope) and the elevation is approximately 8800 feet. The aspect is south to southwest.

Unit Descriptions

The work will take place on four (4) distinct units.

Unit	Combined Unit Area Acres	Estimated Removal Volume per acre*	Total Estimated Removal Volume*	Landowner	Forest Type	Treatment	Slope
A	438.5	5.3 CCF	2,324.1 CCF	BLM/SLB	Ponderosa	Thinning	10% - 30%
B	102	9.6 CCF	979.2 CCF	SLB	Douglas Fir/White Fir	Thinning	10% - 30%
C	33	9.6 CCF	316.8 CCF	SLB	Douglas Fir/White Fir	Thinning	10% - 30%
D	65	4.8 CCF	312 CCF	USFS	Ponderosa	Thinning	0% - 10%

***Interested Contractor/s should confirm estimates independently prior to submitting proposal.**

The unit boundaries will be provided on georeferenced maps for use with Avenza or as background maps for GPS machines to the selected contractor/s. Special areas of avoidance will be identified on the ground with ribbon flagging. For any area of excessive damage that occurred during implementation, the contractor/s will be required to reseed the area. Excessive damage will be considered an area that is at least 5 feet x 5 feet where bare soil has been exposed. The Project Administrator will provide seed.

Prescription for Treatment

The following prescriptions have been broken out for each treatment unit as they are to be implemented.

A project area map, unit boundaries, and sub-unit maps are provided in Appendices B-E.

Unit Name, Unit Acreage, Ownership, and Access Dates	Specification
<p>Unit A = 438.5 Acres BLM – 411 Acres SLB – 27.5 Acres Estimated Removal Volume = 5.3 CCF/acre</p> <p>Unit B = 102 Acres SLB – 102 Acres Estimated Removal Volume = 9.6 CCF/acre</p> <p>Unit D = 65 Acres USFS – 65 Acres Estimated Removal Volume = 4.8 CCF/acre</p> <p>Bid Items:</p> <ol style="list-style-type: none"> <u>Unit A Treatment:</u> Includes thinning of treatment area and biomass removal. Please indicate treatment approach and plan for biomass <u>Unit B Treatment:</u> Includes thinning of treatment area and biomass removal. Please indicate treatment approach and plan for biomass <u>Unit D Treatment:</u> Includes thinning of treatment area and biomass removal. Please indicate treatment approach and plan for biomass 	<p>Silvicultural Prescription</p> <p>Designation by Prescription (DxP) will be utilized, with the potential for an example marking of a 1-acre unit.</p> <p>The goal of this project is to reduce the fuel component in these areas, which are adjacent to a dense residential neighborhood. Regeneration will be of lesser priority due to the immediate need for fuels reduction. A commercial thinning harvest will be utilized to reach these goals and may be joined with a mastication of understory fuels, such as Gambel oak, to further reduce fuel loading. While ponderosa pine is the dominant forest type, Douglas-fir should be retained in most instances to encourage further vegetative diversity and to increase overall stand resilience to disturbance. White fir will be targeted for heavy removal across all treatment areas, with the flexibility to allow for larger individuals greater than 24” in diameter to be retained. This flexibility is designed to allow for vegetative diversity, established habitat, and meeting basal area targets. Openings in the stand are acceptable. Leaving trees in clumps is encouraged – a homogenous stand is NOT the goal. Spatial heterogeneity in the leave trees is desired. Small openings of a tree height in diameter is ideal where it makes sense to do so. If you encounter a beetle pocket or other holes in the stands DO NOT adjust the BA adjacent to these disturbances, just keep targeting 60-80 BA.</p> <p>Marking Guide</p> <p>Example Leave Tree Marks (LTM) may be utilized for purchasers’ benefit. (1 acre or less)</p> <p><u>Retention priorities:</u></p> <ul style="list-style-type: none"> • Retain all ponderosa pine with DBH greater than 24”. • Retain all Douglas-fir, unless the individual displays obvious malformation and/or poses threat to life or property. • Retain all aspen within project area • Retain all advanced regeneration of ponderosa pine and Douglas-fir • Retain large (>20” DBH) snags, standing dead trees or boles, as wildlife trees <p><u>Cut-tree priorities:</u></p> <ul style="list-style-type: none"> • Cut all white fir less than 24” in diameter. • Thin ponderosa pine across all size classes, targeting individuals displaying obvious malformations, mistletoe present, insects (roundheaded/mountain pine beetle) present. Examples include: <ul style="list-style-type: none"> ○ All Dead trees smaller than 20” at DBH will be removed. (Large diameter snags should be retained) ○ Remove all Beetle infested pine. Indicators of beetle attack include: (Rare in this stand)

	<ul style="list-style-type: none"> ○ Pitch tubes on the tree, even ONE pitch tube on a tree will require its removal. ○ Dying needles. These may turn yellow or greenish-yellow and fall off and can sometimes be seen on the ground under the tree. ○ Bark chips being removed by woodpeckers (particularly low on the tree) and on the ground at the base of the tree. ○ Trees with mistletoe infection greater than 50% of the live crown or significantly affecting the crown vigor. DMR greater than a 3 would imply removal. (Rare in this stand) ○ Trees with greater than 25% of live crown area dead or dying and forming holes in the live crown which gives the tree a ragged appearance. ○ Trees with weak forks or multiple forks ○ Trees with needles that are definitely off color, short, or reduced in quantity. ○ Trees with lean greater than 35%. ○ Trees with grossly misshapen form. ○ Trees with visible evidence of conks or cankers. ○ Trees with indication of advanced decay. ○ Trees with broken tops, top kill or dying top below an 8-inch top diameter. <ul style="list-style-type: none"> • Thin ponderosa pine within 5-24 inch DBH classes to reduce basal area density to target of 60-80 ft²/acre. • Cut groups of ponderosa within specifications described above to break canopy connectivity whenever possible. <ul style="list-style-type: none"> ○ Retain large individuals with tree length spacing from all other trees ○ Retain clumps of pine with good form and structure ○ Enhance/expand existing openings by removal of pine within specifications described above
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<p>Unit C = 33 Acres SLB – 33 Acres Estimated Removal Volume = 9.6 CCF /acre</p> <p>Bid Items:</p> <p>1. <u>Unit C Treatment</u>: Includes thinning of treatment area and biomass removal. Please indicate treatment approach and plan for biomass</p>	<p>Silvicultural Prescription</p> <p>Designation by Prescription (DxP) will be utilized, with the potential for an example marking of a 1-acre unit.</p> <p>The goal of this project is to reduce the fuel component in these areas, which are adjacent to a dense residential neighborhood. Regeneration will be of lesser priority due to the immediate need for fuels reduction. A commercial thinning harvest will be utilized to reach these goals and may be joined with a mastication of understory fuels, such as Gambel oak, to further reduce fuel loading. While ponderosa pine is the dominant forest type, Douglas-fir should be retained in most instances to encourage further vegetative diversity and to increase overall stand resilience to disturbance. White fir will be targeted for heavy removal across all treatment areas, with the flexibility to allow for larger individuals greater than 24” in diameter to be retained. This flexibility is designed to allow for vegetative diversity, established habitat, and meeting basal area targets.</p> <p>Marking Guide</p> <p>Example Leave Tree Marks (LTM) may be utilized for purchasers’ benefit. (1 acre or less)</p>
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	<p><u>Retention priorities:</u></p> <ul style="list-style-type: none"> • Retain all ponderosa pine with DBH greater than 24”. • Retain all aspen • Retain all advanced regeneration of ponderosa pine and Douglas-fir • Retain large (>20” DBH) snags as wildlife trees <p><u>Cut-tree priorities:</u></p> <ul style="list-style-type: none"> • Cut all white fir less than 24” in diameter. • Thin ponderosa pine AND Douglas-fir across all size classes, targeting individuals displaying obvious malformations, mistletoe present, insects (roundheaded/mountain pine beetle/Douglas-fir beetle) present. • Thin ponderosa pine AND Douglas-fir within 5-24 inch DBH classes to reduce basal area density to target of 60-80 ft²/acre. (d) Preferential retention of Douglas-fir
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DESIGN CRITERIA & MITIGATION MEASURES

- 1) The contractor/s must be able to utilize georeferenced mapping equipment for implementation.
- 2) **Soil/Watershed-** Most of the project area is comprised of Valto series soils, which are well drained. Large portions of the central stand are comprised of Fortwingate soil series, which is a stony fine sandy loam and is also well drained.
 - a) Maintain 100’ buffers (50 feet to either side) around all streams (ephemeral and perennial), riparian corridors, ponds, and natural spring locations as identified. These buffers will be marked on the ground and on a georeferenced map.
- 3) **Wildlife**
 - a) Advise to follow federal standards and restrictions should any threatened or endangered species be identified on the parcel
 - b) Advise to follow federal standards and restrictions regarding migratory birds
 - c) Monitor for raptor nests and retain trees where necessary
 - i) To ensure protection of nesting raptors and Bald and Golden eagles, pre-treatment surveys would be performed for presence of key species in suitable habitat. If an active raptor nest is discovered in any unit, a species-specific spatial or temporal buffer would be applied until the nest successfully fledges young as follows: Bald Eagle - no disturbance within .5 miles Jan. 15 - July 15. Golden Eagle no disturbance within .5 miles Feb. 1 - July 15, Sharp-shinned and Cooper's Hawk – No disturbance within 0.5 miles March 15- July 15.
 - d) Retain 2-5 snags per acre as wildlife habitat
 - e) Retain desirable shrub species for big game where identified. Desirable species include snowberry, serviceberry, and mountain mahogany
- 4) **Scenery**
 - a) Maintain existing aesthetics wherever possible
- 5) **Slash**
 - a) Pile burning is possible if hauling distances are too great for transporting biomass to a landing site is not cost effective. If a contractor proposes to pile biomass, please indicate what areas within project area contractor plans to implement this technique. Piles may not exceed 20’ x 20’ x 20’.

Contracting Period and Operational Period

Start Date: May 15th, 2024, or as conditions allow.

End Date: November 30, 2025, or as conditions allow. However, project site must be accessible to public between operational windows.

Daily Operational Period: Daylight hours; weekdays (no weekend operations)

Timing restrictions:

- Mar. 1 – May 1: No operations on USFS lands without prior approval from Line Officer due to Migratory Bird Restriction.
- May 15 – July 15: No work can occur on BLM lands due to Migratory Bird Restriction.
- July 4 – 5: No log hauling to prevent conflicts with recreationalists.
- No work can occur on State Land Board parcels during the 2nd, 3rd, & 4th Big Game Rifle Seasons, and for one week prior to these seasons. For 2024, this timing restriction runs from October 19, 2024 – November 11, 2024. Dates have not been released for 2025, but will be shared with Contractor as soon as Colorado Parks and Wildlife publishes 2025 Big Game Rifle Seasons.

Plan of Operations

The contractor/s will submit a Plan of Operation to the Project Administrator and/or Implementation Lead within 30 days of contract execution. The contractor/s will not begin any work until the Project Administrator and/or Implementation Lead has reviewed and approved the plan. The Plan of Operation is to be considered a dynamic document and will be updated as conditions change.

The Plan of Operation will include the projected start and end date for the project, the proposed area to begin work considering time, and the equipment and crew to be used.

Inspections and Acceptance

1. The Implementation Lead or other designated inspector will make periodic inspections as a basis for payment and recommendations for adjustments in work quality while work is in progress. The contractor/s is encouraged to observe inspections while they are being made. Implementation lead will utilize a standard project inspection form and contractor is expected to review and sign inspection forms and immediately correct any items identified for improvement.
2. Contractor/s will request payment from the NFF with an invoice quarterly. As the basis for payment, inspections for compliance with specifications will be made for work units reported as completed by the Contractor/s. Once the Implementation Lead has completed the inspection and confirmed the completion of the units, the NFF will issue payment to the Contractor/s.
3. Contractor/s will use a handheld GPS unit to determine the total acres treated for each unit.

Environmental and Other Concerns

1. Mastication activity will only be allowed within the boundaries identified on the maps. Cutting outside of the boundary is prohibited, and if it occurs, must be reported to the project manager immediately.
2. **Masticated Vegetation** - All mowed vegetation from piles shall be shred such that 60 percent of the mulch material is less than 4 inches in diameter and 12 inches long. 80 percent of the mulch and slash resulting from the mowing and shredding must be distributed on the ground surface at a depth less than 6 inches. A small portion of the slash resulting from the mowing and shredding (not more than 20%) may be higher than 6 inches but no more than 18 inches above the ground.
2. **Noxious Weeds:** Vehicles and heavy equipment are one of the primary agents for the spread of noxious weed seeds to public lands. In efforts to mitigate the spread of

weed seed to lands within the Project, the following actions are required for contractors prior to transport to the project area.

- a. The contractor/s will be responsible for power-washing or comparable cleaning, to ensure that noxious weed seeds are removed from any and all equipment and vehicles used on the project prior to entering the project area. NFF requires a pre-implementation inspection to ensure compliance which should be arranged with the Implementation Lead or selected representative to occur in Durango when the contractor is planning transport to the project area. The contractor/s is responsible for any additional transport or expenses associated with non-compliance.
- b. Support vehicles (pickups, fuel/service vehicles, transports, dump trucks, etc.)
 1. Pressure wash radiator to flush seeds.
 2. Pressure wash undercarriage to remove accumulations of mud and soil that may contain seeds.
- c. Heavy Equipment (dozers, road graders, excavators, backhoes, loaders, etc.)
 1. Pressure wash radiator(s) to flush seeds.
 2. Pressure wash tracks to remove accumulations of soil.
 3. Pressure wash all areas of soil/debris accumulations (i.e. steps)
 4. Pressure wash blades and buckets where soil/mud is accumulated.
 5. Empty pre-cleaners (air intake) before transport.
3. Any soil contaminated by loss of fuel, oil, grease, hydraulic fluid, coolant or other fluids shall be removed and placed in covered drums or other acceptable containers for proper disposal by the contractor/s.
4. The contractor/s is required to comply with all Endangered Species Act (ESA) and other relevant state and federal species protection laws or regulations.
 - a. At this time, project partners have not identified any species, flora or fauna, included in the ESA within the project area.
 - b. If the contractor/s should find evidence of threatened or endangered species, immediately notify the administering forester.
5. Archaeological or Cultural Discoveries
 - a. If in connection with operations under this contract the contractor/s, subcontractor/s, or the employees of any of them, discovers, encounters, or becomes aware of any objects or sites of cultural value on the contract area such as historical or prehistorical ruins, human remains, graves or grave markers, fossils, or artifacts, the contractor/s shall immediately suspend all operations in the vicinity of the cultural value and shall notify the project manager of the findings. Operations may resume at the discovery site upon receipt of written instructions and authorization by the Implementation Lead.
6. Surface Conditions: Wheeled/tracked motorized equipment shall not be operated when conditions are muddy or the soil moisture is high enough for the vehicles to leave ruts over 4.0 inches in depth for 10 ft. or longer. When/if such conditions are encountered, the contractor/s shall stop work and immediately notify the Implementation Lead.
7. Neither trash nor litter will be left by the contractor/s anywhere on the property, access route, or vicinity. Daily hauling of any trash generated by the contractor/s is the contractor/s's responsibility.
8. All access roads will be kept passable at all times. Any significant accumulation of mulch on the access roads and trails will be removed by the contractor/s at the end of the project.

9. Under no circumstance will new roads/routes/access points be created by the contractor/s. All travel will occur on current and existing USFS, BLM and or County Roads, or through travel points established by Implementation Lead. If a need for an alternative travel route/road/access point arises, it must be mapped and approved by the Implementation Lead in writing prior to its creation.
10. All gates shall be left closed at all times.
11. Smoking will only be allowed in vehicles. Each vehicle must have a properly serviced Class A, 10-pound fire extinguisher and a minimum of one fire tool per cutting crew member. All vehicles and motorized equipment must utilize effective manufacturer-certified spark arresters and muffler systems.
12. Boundary fences needing alterations for operation must be repaired by the contractor/s and excessive mastication debris must not be propelled onto the lands adjacent to the Project area. No woody material may be left on or piled up against boundary fences. Work may need to be completed by hand near property boundaries in order to meet this standard.
13. The contractor/s shall maintain a drug and alcohol-free work environment on the subject property.
14. The contractor/s shall abide by Davis-Bacon Wage Regulations.

GUIDELINES FOR OPERATIONS

These guidelines are intended to clarify the expectations of the parties related to these specific areas of operations. Additionally, Contractor should adhere to Colorado State Forest Service *Forest Best Management Practices* (2024).

1. **Stewardship Project Area Map (Map).** This is the boundary of the Stewardship Project Area as shown in Appendix B. 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) Stream courses 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 Contractor.** The Contractor is/are authorized to use existing system roads and specified roads. The Parties will determine that such

use will not cause damage to the roads or resources.

3. **Plan of Operations for Roads.** Annually, prior to start of operations, the Contractor will prepare a supplement to the Technical Proposal that shall include a schedule of proposed maintenance and construction progress and a description of planned measures to be taken to provide erosion control for work in progress, including special measures to be taken on any segments of construction not substantially completed prior to periods of seasonal precipitation or runoff. The Contractor shall submit a revised schedule when they propose a significant deviation from the progress schedule. Prior to beginning construction on any portion of specified roads identified as sensitive on plans, the parties shall agree on the proposed method of construction and maintenance.
4. **Protection of Residual Trees.** The Contractor's operations shall not unnecessarily damage young growth or other trees to be reserved.
5. **Safety.** The Contractor's operations shall facilitate safe and practical inspection of the Contractor's operations and conduct of other official duties on the Project Area. The Contractor has/have all responsibility for compliance with safety requirements for the Contractor's employees.

When operations are in progress adjacent or on agency 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 Project Area or vicinity, the project contractors 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

Public Notification: Units will be signed at all road entry points one week prior to implementation with a notice of the intended action with a map.

All signs must be manufactured & installed as specified in the FHWA "**Manual on Uniform Traffic Control Devices**" (MUTCD) & FS publication "**Standards for Project partners 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. Hand painted, homemade signs are not legal. Fluorescent paint is not reflectorized.

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

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

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

SIGN PLACEMENT

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

LATERAL CLEARANCE

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

HEIGHT

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

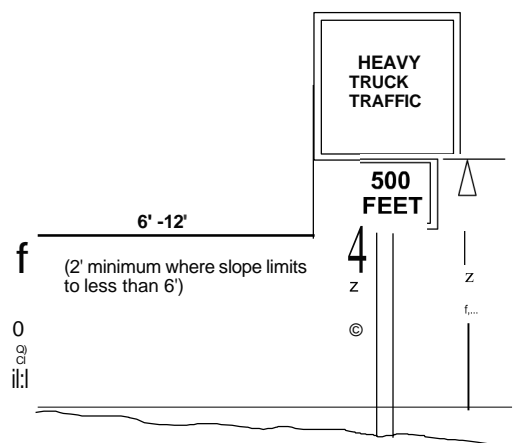


Figure 1: Sign Placement

Dimensions

PLACEMENT DISTANCE

Signs must be located 100-500 feet prior to the activity, (both ends if a through road) and maintained at that distance. This distance is based on speed. Refer to Figure 2, Table 11-1, MUTCD, a portion of which is reproduced here, to determine correct placement distance.

Posted or 85 percentile speed MPH	Deceleration to listed advisory speed MPH				
	10	20	30	40	50
20	NA				
25	100				
30	150	100			
35	200	175			
40	275	250	175		
45	350	300	250		
50	425	400	325	225	
55	500	475	400	300	
60	575	550	500	400	300
65	650	625	575	500	375

Figure 2: A Portion of MUTCD TABLE 11-1

SIGN SUPPORTS

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

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

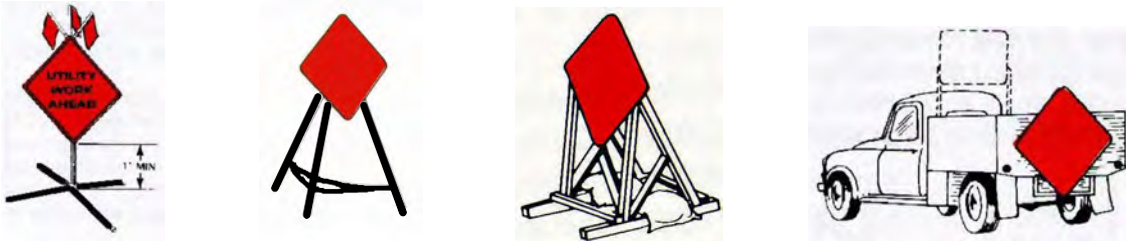


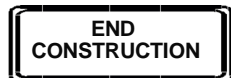
Figure 3: Examples of Temporary/Portable Supports

SIGNS

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



FG20-1-48*
FW22-3-30



FG20-2-48



FG20-3-42*



FG20-3a-42



FW20-1-30*



W21-3-30*

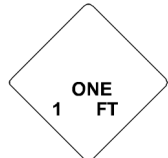


FW21-4a-30



FW11-7-24

W22-1-36*





FW8-6-24
24*

FW11-9a-24

W7-3a-24*

W13-1-18**

W20-7aP-

* Specify Distance

** 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 Project partners 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 Project partners within 8 hours of any personal injury accident. For vandalism and personal property accidents, the Contractor shall notify Project partners 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 Project partners 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 Project partners 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, 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 materials and spills.** Use of hazardous materials and/or petroleum products requires that all appropriate State and Federal Regulations be complied with including, but not limited to, Material Safety Data Sheets (MSDS) on hand and use of necessary Personal Protective Clothing (PPE). Contamination of the worksite with any hazardous materials or waste including hydrocarbons is not authorized. Any on-site contamination will be remediated and reclaimed. All project wastes, including any contaminated material (soil or water), will be disposed of at appropriate permitted waste facilities. No fueling will take place on location.
11. **Hazardous Substances.** The Contractor shall notify the National Response Center and Project partners principal contact of all releases of reportable quantities of hazardous substances on or in the vicinity of the Stewardship Project Area that are caused by the Contractor's employees, agents, contractors or their employees or agents, directly or indirectly, as a result of the Contractor's operations, in accordance with 40 CFR 302.
12. **Washing Equipment.** 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 the Contractor 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 Contractor shall inspect equipment at cleaning location and provide documentation of inspection to the Project partners.

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

13. **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. Project partners 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.

14. **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. Such bucked out material shall contain a minimum amount of sound wood, not in excess of the net scale in percentage of gross scale or based on the merchantability factor. If necessary to assess extent of defect, the Contractor shall make sample saw cuts or wedges.
15. **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.
16. **Stump Heights.** Stumps shall not exceed, on the side adjacent to the highest ground, the maximum heights set forth in Appendix E except that occasional stump 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 F-14 and shall dispose of severed portions in the same manner as other logging debris. The stump heights shown in Appendix F were selected with the objective of maximum reasonable utilization of the timber, unless the Map shows special areas where stump heights are lower for aesthetic, land treatment, or silvicultural reasons.
17. **Bucking Lengths.** Trees shall be bucked in various lengths to obtain the greatest utilization of material meeting utilization standards.
18. **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.
19. **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.
20. **Rigging.** Insofar as practicable, needed rigging shall be slung on stumps or trees designated for cutting.
21. **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.
22. **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.
23. **Protection of Streamcourses.** The Contractor's Operations shall be conducted to prevent debris from entering streamcourses, except as may be authorized under paragraph (d). 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 Contractor and the Project partners 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 Project partners 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.

24. **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, 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, 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 groundwork shall be done as promptly as feasible unless it is agreed that the location of such work can be established without marking on the ground.

During periods of accelerated water runoff, especially during the spring runoff and periods of heavy rainfall, the 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.

25. **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.

26. **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.
27. **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.
28. **Temporary Roads.** As necessary to attain stabilization of road bed and fill slopes of temporary roads, the Contractor shall employ such measures as outsloping, drainage dips, and water-spreading ditches. After a temporary road has served the Contractor's purpose, the Contractor shall give notice to the Project partners 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.
29. **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.
30. **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.
31. **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.
32. **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.
33. **Erosion Control Structure Maintenance.** During the period of this contract, 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.

34. **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.
35. **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.
36. **Scaling Services.** Scaling services shall be performed by Project partners personnel or parties under contract to Project partners, except that weighing services may be performed by personnel or parties approved by the Project partners. 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 Project partners. 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 Project partners may provide other services, such as but not limited to grading, tagging, or marking of Scaled logs.

37. **Scaling Location.** The Project partners 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 by the Contractor 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 Project partners may approve an alternate scaling site, when the Project partners 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 Project partners and the Contractor shall enter into a written memorandum of agreement governing Scaling at that alternate location. The Contractor agree(s) that Project partners personnel or persons under contract with the Project partners shall perform scaling services at an alternative scaling site. In no instance shall the Contractor perform scaling services.

38. **Scaling Adjustments.** The Project partners 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 Project partners 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 Project partners. Such adjustment will be based on the difference between Project partners 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.

39. **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 Project partners may waive electronic printing for public or third party weighing facilities. The Contractor shall bear all charges or fees for weighing services.

40. **Presentation for Scaling.** The Contractor shall present products so that they may be Scaled in an economical and safe manner.
41. **Accountability.** When Scaling is performed away from Stewardship Project Area, products shall be accounted for in accordance with Project partners written instructions, as follows:
- a) The Contractor shall plainly mark or otherwise identify products prior to hauling;
 - b) Project partners shall issue removal receipts to 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 Project partners 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 Project partners; and
 - g) The Contractor shall notify Project partners 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.
42. **Route of Haul.** As part of the annual Operating Schedule, the Contractor 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 Project partners 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 Project partners, 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 Contractor and Project partners 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 Project partners shall notify the Contractor of the methods to be used to alert truck drivers of an impending stop.

43. **Product Identification.** Before removal from the Stewardship Project Area, unless the Project partners 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 Project partners 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 Project partners 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 Project partners Representative. For such remanufactured products, Project partners may approve use of a brand to be used exclusively as a catch brand, in lieu of the assigned SPA brand.

44. **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.
45. **Scaling Lost Sample Loads.** If Scaling is being done by sampling loads of logs, the Contractor shall present such sample loads for Scaling by Project partners. 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 Project partners. 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 Project partners actions shall be treated as non-Scaled loads.
46. **Scale Reports.** The Project partners shall provide the Contractor a copy of Project partners scaler's record, if requested in writing.
47. **Fire Precautions and Control**
 - a) **Plans.** Prior to initiating the Contractor's operations during Fire Precautionary Period, the Contractor shall file with Project partners 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 Contractor disposal for implementing the plan. This requirement may be met by preparing a single plan for more than one SPA.

- b) **Fire Precautions.** Specific fire precautionary measures listed in this Appendix shall be applicable during the 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 firefighting at all times during the Contractor's operations in Fire Precautionary Period.
- c) **Substitute Precautions.** The Project partners 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 Project partners may require the necessary shutting down of equipment on portions of 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 Project partners, 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 firefighting or protection from fire. Equipment shall be paid for at firefighting 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 the Contractor. Personnel so hired shall be subject to direction and control by Project partners and shall be paid by Project partners at firefighting 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 Project partners, 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- Nov 30** and during other such periods as specified by project partners.

2. *(Include Regional fire precautionary requirements, below.)*

48. **Fire Control.** The Contractor shall, both independently and in cooperation with Project partners, 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: **(5 miles)**.

- a) **The Contractor's Reinforcement Obligations.** Whenever an Operations Fire or Negligent Fire, whether on or off Stewardship Project Area or any other forest fire

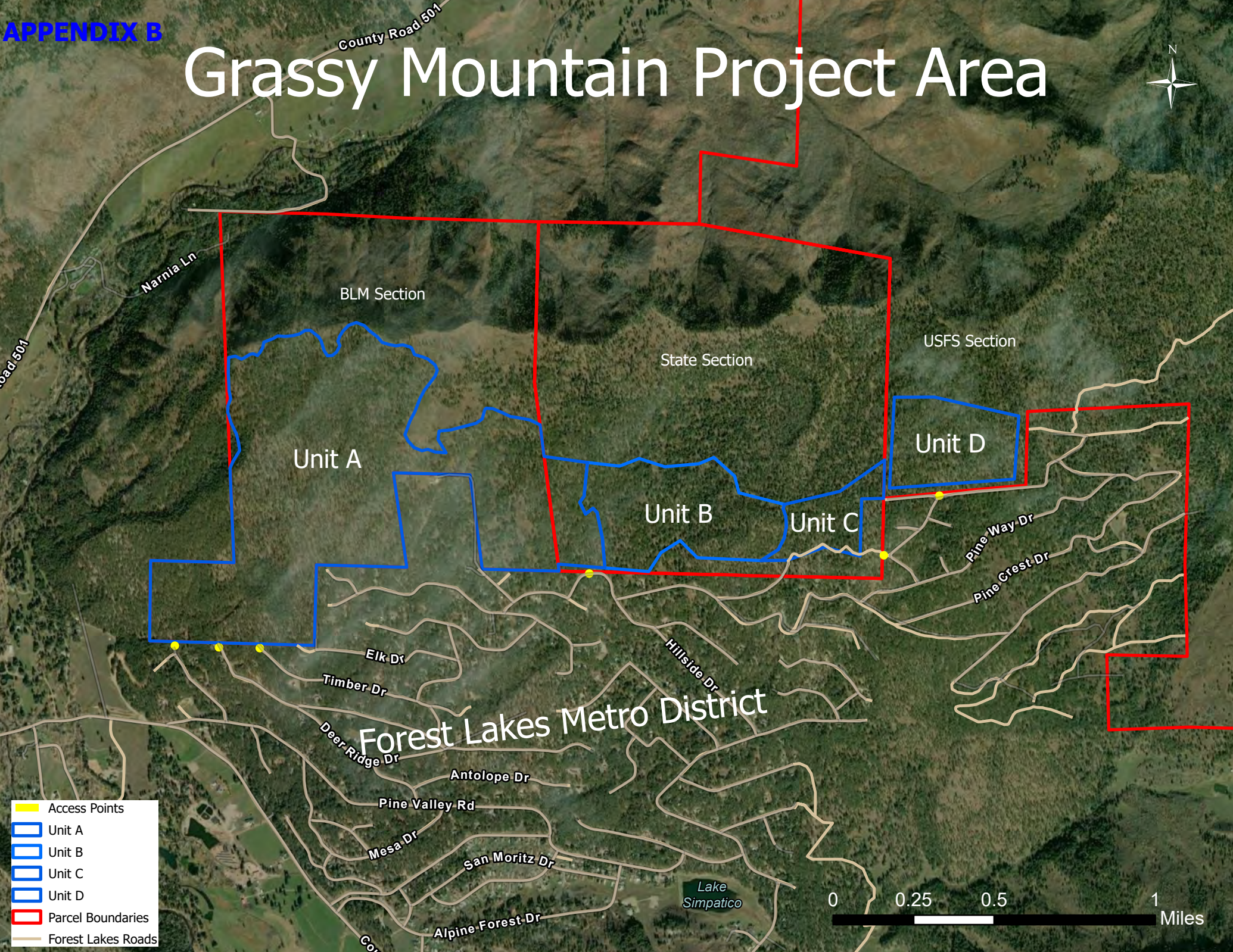
on Stewardship Project Area, has not been suppressed by initial action and appreciable reinforcement strength is required, Project partners may require further actions by the Contractor until such fire is controlled and mopped up to a point of safety. Such actions may include any or all the following 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 Project partners any or all of the Contractor's personnel engaged in the Contractor's Operations or timber processing within the distance of Stewardship Project Area: **(5 miles)**. Any organized crew so hired shall include the Contractor's supervisor, if any. Personnel so employed shall be paid at Project partners standard emergency firefighting rates.
 - d) **Equipment.** To make available for Project partners rental at firefighting equipment rates common in the area or at prior agreed rates any or all of the Contractor's equipment suitable for firefighting and currently engaged in the Contractor's Operations within the distance of Stewardship Project Area: **(20 miles)**. Equipment shall be operated only by personnel approved by the Contractor, if so requested by the Contractor.
49. **Temporary Roads and Skid Trails.** The Contractor shall locate Temporary Roads and Skid Trails on locations approved by the Project partners. 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.

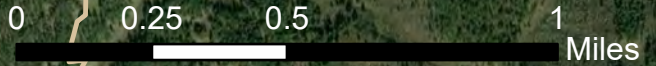
Temporary road surface width shall be limited to truck bunk width plus four (4) feet, except for needed turnouts which shall not exceed two (2) times the bunk width plus four (4) feet. If shovels or cranes with revolving carriage are used to skid or load, temporary road surface width equal to track width 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 outsloping, drainage dips, and water-spreading ditches.

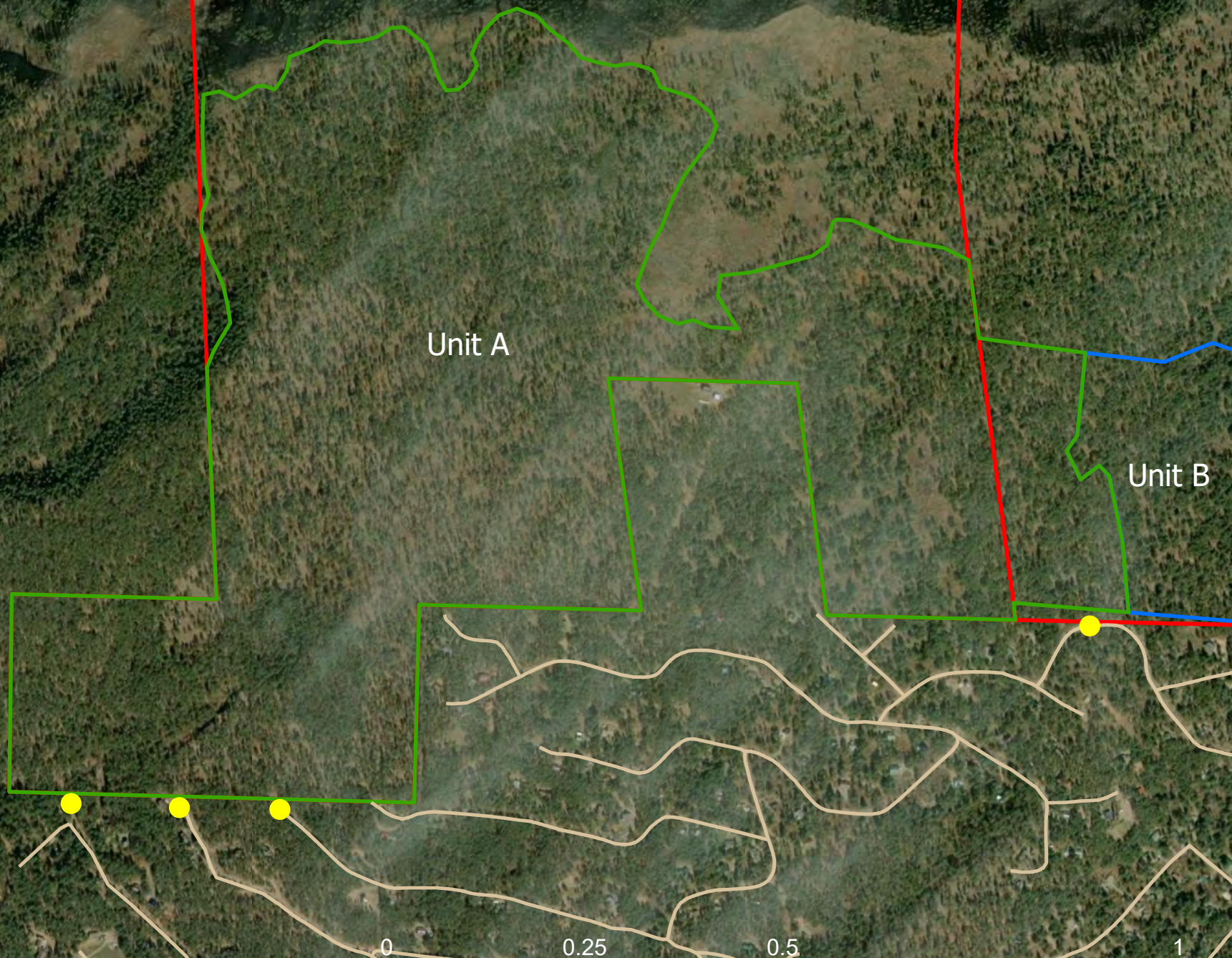
Grassy Mountain Project Area



-  Access Points
-  Unit A
-  Unit B
-  Unit C
-  Unit D
-  Parcel Boundaries
-  Forest Lakes Roads








Grassy Mountain Project Area - Unit A



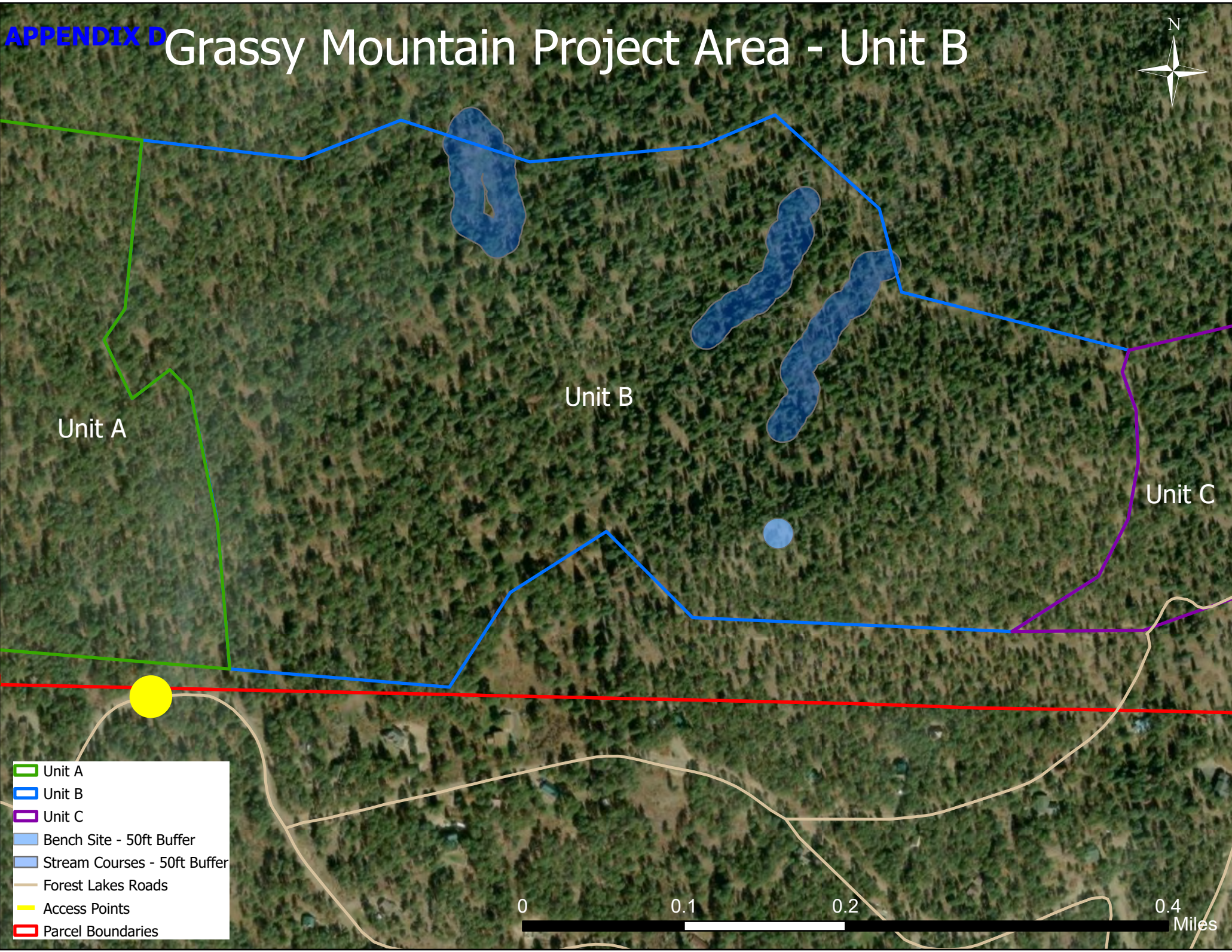
Unit A

Unit B

-  Unit A
-  Unit B
-  Forest Lakes Roads
-  Access Points
-  Parcel Boundaries



Grassy Mountain Project Area - Unit B



Unit A

Unit B

Unit C

- Unit A
- Unit B
- Unit C
- Bench Site - 50ft Buffer
- Stream Courses - 50ft Buffer
- Forest Lakes Roads
- Access Points
- Parcel Boundaries










Grassy Mountain Project Area - Unit C



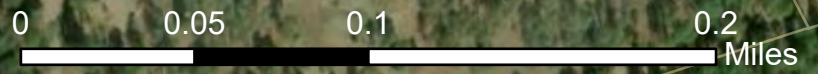
Unit B

Unit C



-  Parcel Boundaries
-  Access Points
-  Stream Courses and Exclusions
-  Unit A
-  Unit B
-  Unit C
-  Unit D

Forest Lakes Metro District










Grassy Mountain Project Area - Unit D

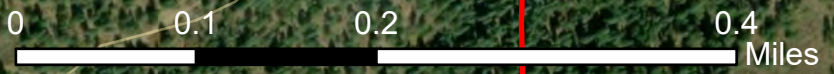


Unit D

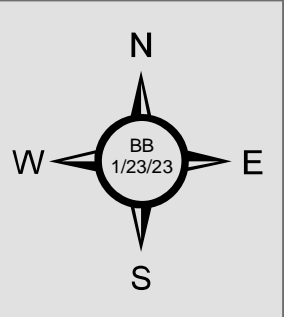
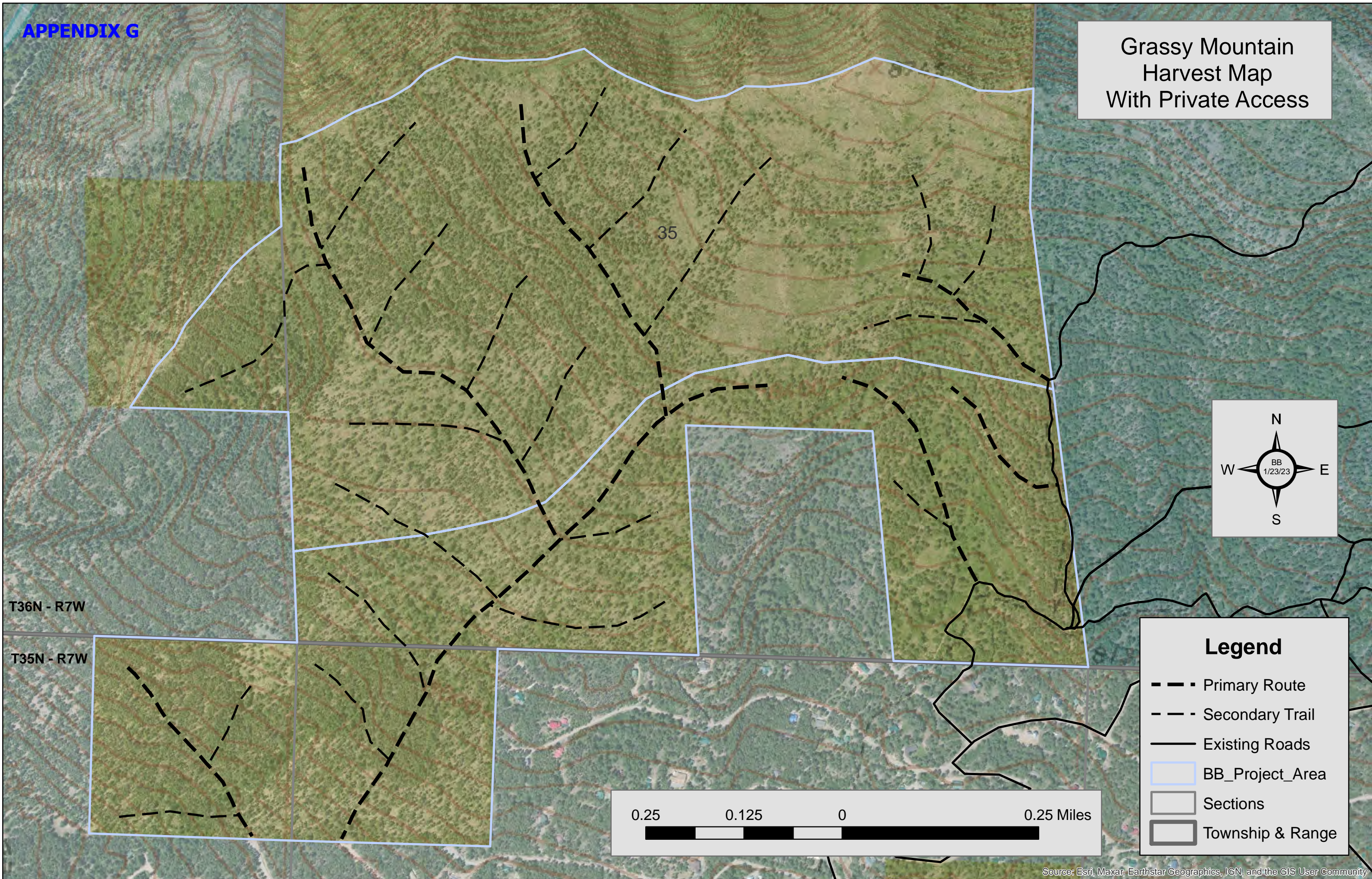
Unit C

Forest Lakes Metro District

-  Parcel Boundaries
-  Access Points
-  Stream Courses and Exclusions
-  Unit A
-  Unit B
-  Unit C
-  Unit D

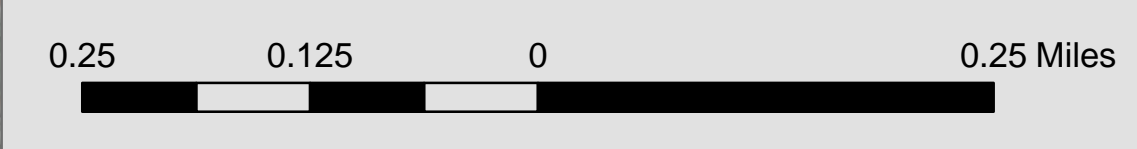


Grassy Mountain
Harvest Map
With Private Access

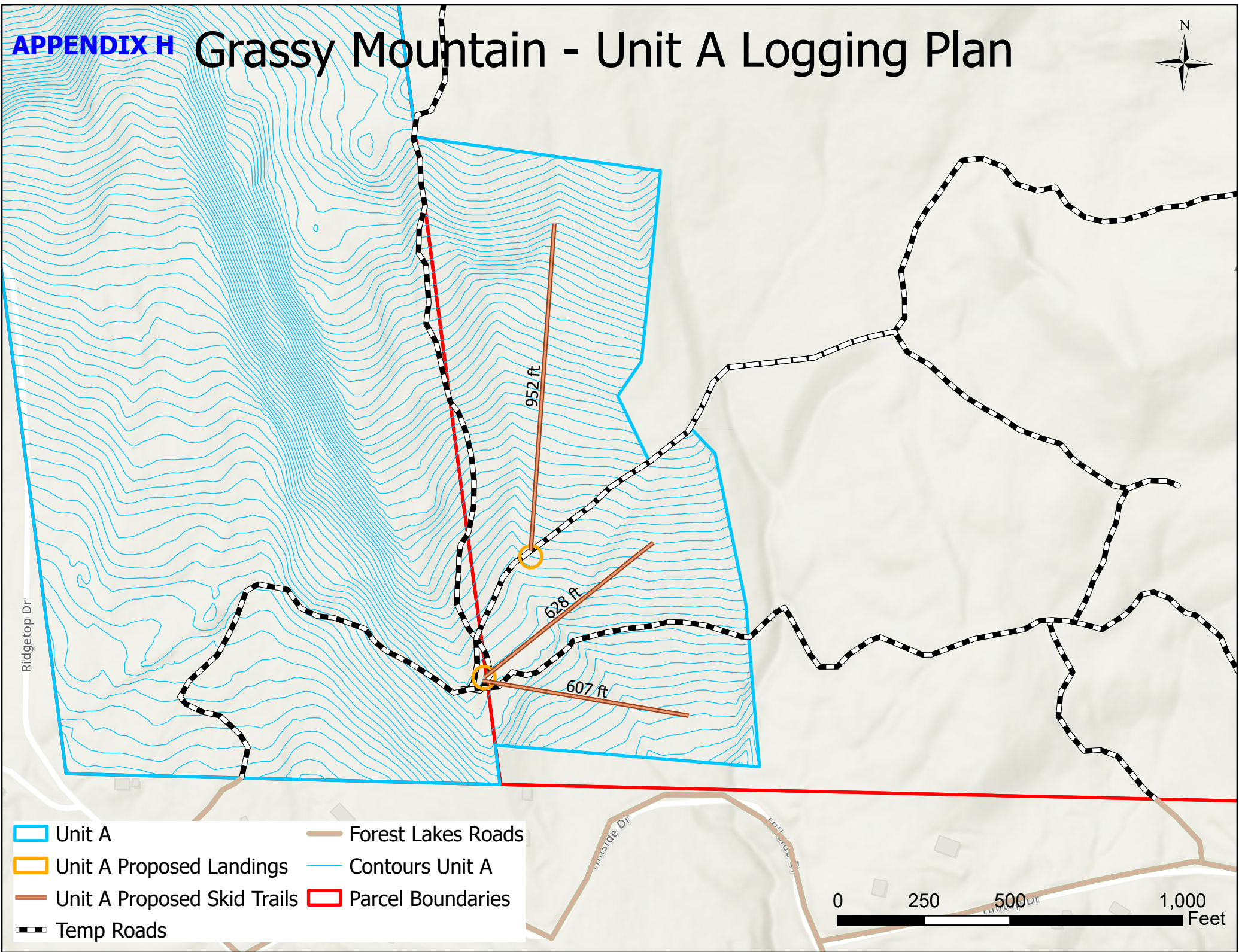


Legend

- Primary Route
- - - Secondary Trail
- Existing Roads
- BB_Project_Area
- Sections
- Township & Range



Grassy Mountain - Unit A Logging Plan



Ridgetop Dr

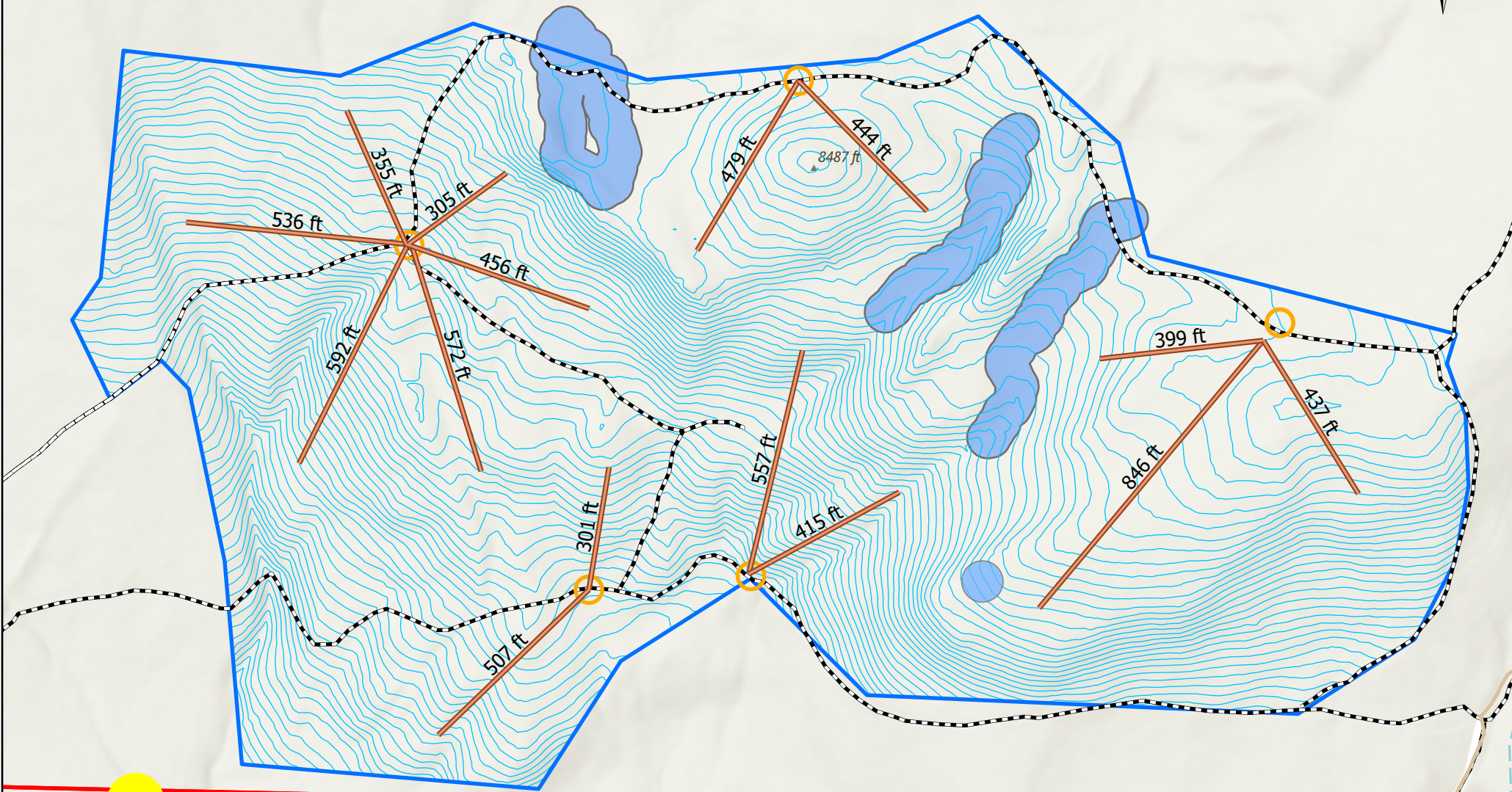
Whisper Dr

Whisper Dr

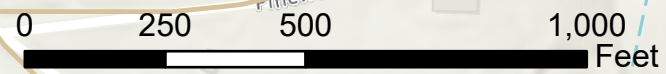
- Unit A
- Unit A Proposed Landings
- Unit A Proposed Skid Trails
- Temp Roads
- Forest Lakes Roads
- Contours Unit A
- Parcel Boundaries



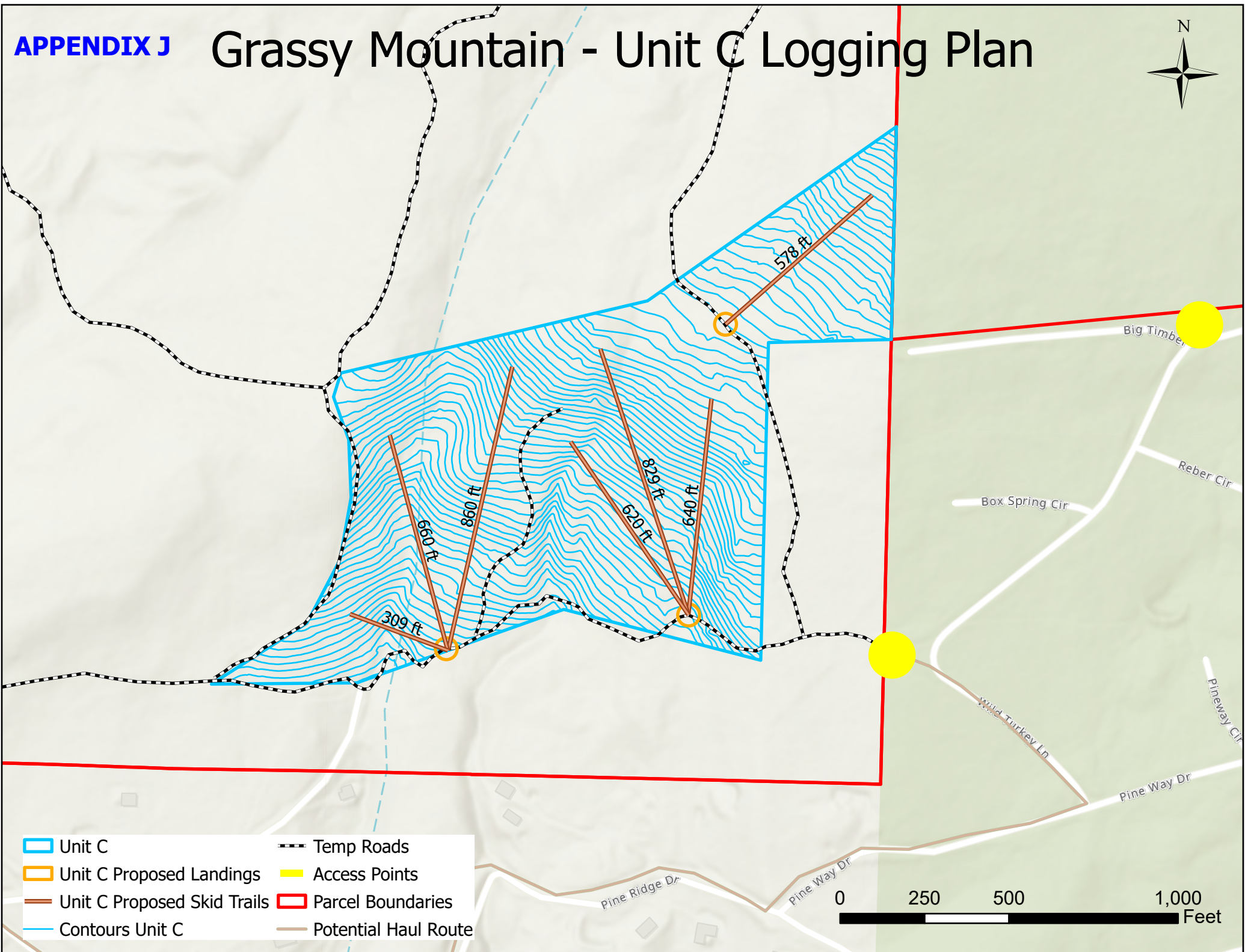
Grassy Mountain - Unit B Logging Plan



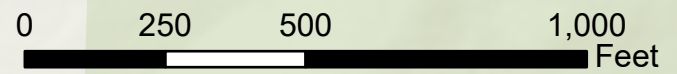
- Unit B
- Unit B Proposed Landings
- Unit B Proposed Skid Trails
- Bench Site - 50ft Buffer
- Stream Courses - 50ft Buffer
- Temp Roads
- Forest Lakes Roads
- Access Points
- Parcel Boundaries



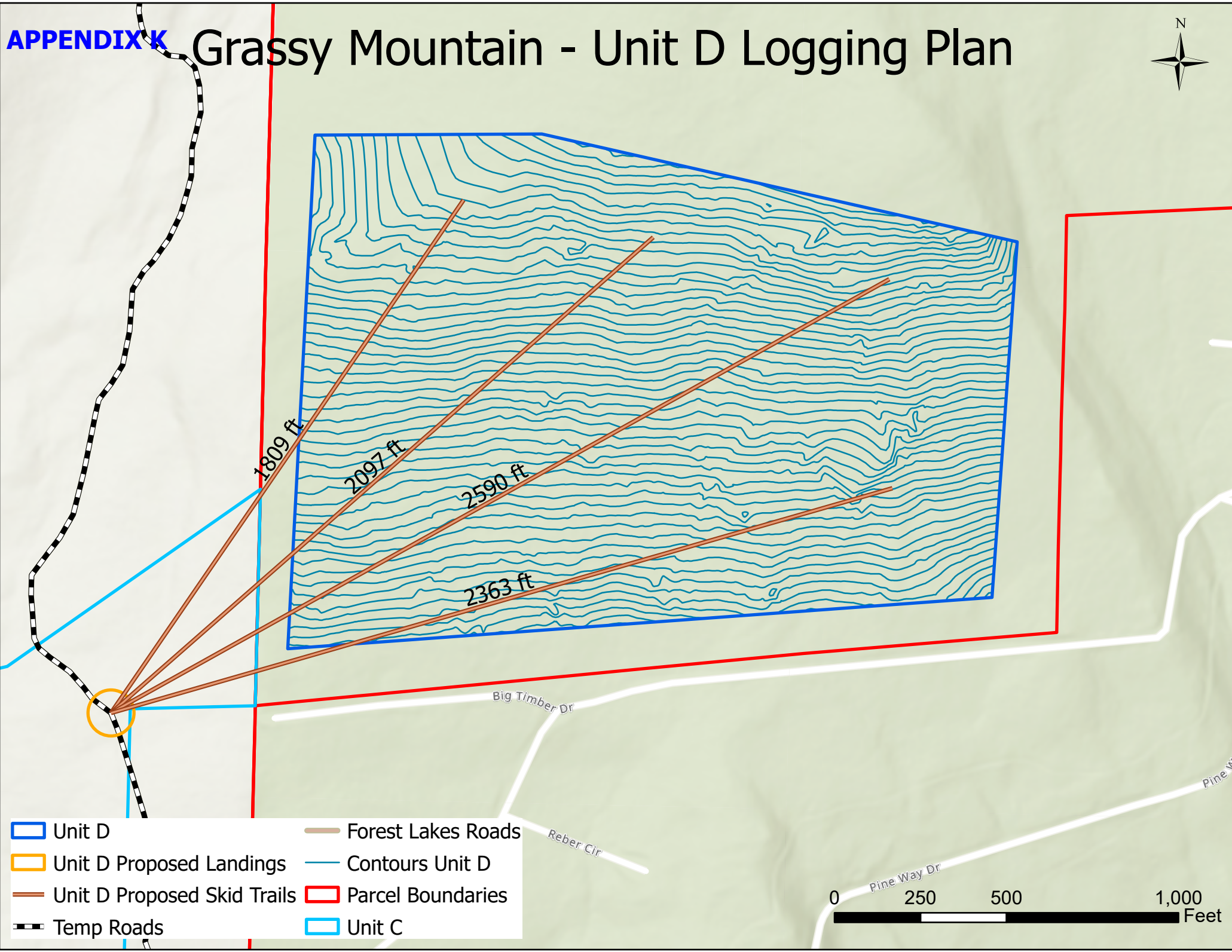
Grassy Mountain - Unit C Logging Plan



- | | |
|-----------------------------|----------------------|
| Unit C | Temp Roads |
| Unit C Proposed Landings | Access Points |
| Unit C Proposed Skid Trails | Parcel Boundaries |
| Contours Unit C | Potential Haul Route |



Grassy Mountain - Unit D Logging Plan



**Appendix L
Flowdown Provisions**

NFF Funding Code: 1596024

NFF Funding Name: SA SPA Columbine Stewardship

Funder Agreement ID: 22-SA- 11021300-025

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/are 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.

Appendix M

NFF Funding Code: 1598516

NFF Funding Name: BLM CO Forest Resiliency

Funder Agreement ID: L22A C00532

FLOWDOWN PROVISIONS

This agreement is supported with federal funds. The recipient must adhere to applicable requirements of 2 CFR 200. Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. The following provisions of the federal award are hereby incorporated:

PERFORMANCE, FINANCIAL, AND OTHER REPORTING

Periodic financial, performance, and (if applicable) youth employment status reporting is a condition of this financial assistance award. Submission of reports is required whether or not any work has been attempted and/or any funds have been drawn down or expended.

LIABILITY, INSURANCE, AND INDEMNIFICATION

A. Liability. The BLM assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act, 28 USC 2671.

B. Indemnification. The recipient hereby agrees:

1. To indemnify the federal government, Bureau of Land Management (BLM), from any act or omission of the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate) (1) against third party claims for damages arising from one or more activities carried out in connection with this financial assistance agreement and (2) for damage or loss to government property resulting from such an activity, to the extent the laws of the State where the recipient is located permit. This obligation shall survive the termination of this agreement.

2. To pay the United States the full value for all damage to the lands or other property of the United States caused by the recipient, its officers, employees, or (members, participants, agents, representatives, agents as appropriate).

3. To provide workers' compensation protection to the recipient's officers, employees, and representatives.

4. To cooperate with the BLM in the investigation and defense of any claims that may be filed with the BLM arising out of the activities of the recipient, its agents, and employees.

5. In the event of damage to or destruction of the buildings and facilities assigned for the use of the recipient in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the BLM to replace or repair the buildings or facilities. If the BLM determines in writing, after consultation with the recipient that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the recipient, the BLM shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this agreement, then failure to substitute and assign other facilities acceptable to the recipient will constitute termination of this agreement by the BLM.

C. Flow-down. For the purposes of this clause, "recipient" includes such subrecipients, contractors, or subcontractors as, in the judgment of the recipient and subject to the Government's

determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this clause.

D. Identified Activities. All activities carried out in connection with this financial assistance agreement.

GENERAL TERMS AND CONDITIONS

A. See the Bureau of Land Management's "[Financial Assistance Award Terms and Conditions](#)" for the administrative and national policy requirements applicable to BLM awards.

B. [Appendix XII to 2 CFR Part 200—Award Term and Condition for Recipient Integrity and Performance Matters](#)

C. Program Legislation and/or Regulations:
[BLM Manual MS-5920-1 Stewardship End Result Contracting Projects](#)
[National Environmental Policy Act of 1969 \(42 U.S.C. 4321\)](#)

D. PROHIBITION ON PROVIDING FUNDS TO THE ENEMY

(a) The recipient must—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, which must be completed through 2 CFR 180.300 prior to issuing a subaward or contract and;

(2) Terminate or void in whole or in part any subaward or contract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

(b) The recipient may include the substance of this clause, including paragraph (a) of this clause, in subawards under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

(c) The Federal awarding agency has the authority to terminate or void this grant or cooperative agreement, in whole or in part, if the Federal awarding agency becomes aware that the recipient failed to exercise due diligence as required by paragraph (a) of this clause or if the Federal awarding agency becomes aware that any funds received under this grant or cooperative agreement have been provided directly or indirectly to a person or entity who is actively opposing coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

E. ADDITIONAL ACCESS TO RECIPIENT RECORDS

(a) In addition to any other existing examination-of-records authority, the Federal Government is authorized to examine any records of the recipient and its subawards or contracts to the extent necessary to ensure that funds, including supplies and services, available under this grant or cooperative agreement are not provided, directly or indirectly, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, except for awards awarded by the Department of Defense on or before Dec 19, 2017 that will be performed in the United States Central Command (USCENTCOM) theater of operations.

(b) The substance of this clause, including this paragraph (b), is required to be included in subawards or contracts under this grant or cooperative agreement that have an estimated value over \$50,000 and will be performed outside the United States, including its outlying areas.

F. PROHIBITION ON CERTAIN TELECOMMUNICATION AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Federal award recipients are prohibited from using government funds to enter contracts (or extend or renew contracts) with entities that use covered telecommunications equipment or services as described in section 889 of the 2019 National Defense Authorization Act. This prohibition applies even if the contract is not intended to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services.

H. Buy America Domestic Procurement Preference:

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance 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 that all manufacturing processes for the construction material occurred in the United States.

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

For further information on the Buy America preference, please visit www.doi.gov/grants/BuyAmerica. Additional information can also be found at the White House Made in America Office website: www.whitehouse.gov/omb/management/made-in-america/.

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: 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;
2. Unreasonable Cost Waiver: 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; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers. If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to www.doi.gov/grants/buyamerica and are subject to public comment periods of no less than 15 days.

Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued.

Approved waivers will be posted at www.doi.gov/grants/BuyAmerica/ApprovedWaivers; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply 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.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“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