

**GOOD NEIGHBOR
AUTHORITY
GUIDANCE**



2017

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BACKGROUND

Beginning in 1998, the U.S. Forest Service (USFS) and the Colorado State Forest Service (CSFS) began exploring ways to implement forest health and restoration treatments across ownership boundaries more efficiently. They determined it would be beneficial in certain cases for foresters employed with the State of Colorado through the CSFS to provide forestry services or serve as agents of the USFS for the purpose of implementing projects on federal land adjacent to state or private lands.

In 2000, Congress authorized the USFS to initiate the “Good Neighbor” pilot program (Public Law 106-291 Sec. 331 Oct. 11, 2000). The legislation authorized the USFS to permit CSFS to plan and implement “treatment of insect infested trees, reduction of hazardous fuels, and other activities to restore or improve watersheds or fish and wildlife habitat” on National Forest land when conducting similar activities on adjacent state or private land. The law authorized the state to implement projects directly or act as an agent of the Federal Government to enter into subcontracts using the respective states’ contracting procedures.

Reauthorization of the Good Neighbor Authority (GNA) in 2004 (PL 108-447 Sec. 336 Dec. 8, 2004) added Bureau of Land Management (BLM) lands in Colorado to the scope of the authority. The Consolidated Appropriations Act, 2014 (PL 113-76 Sec. 417 Jan 17, 2014) reauthorized GNA and expanded it to all states that contain BLM or USFS lands. Subsequently the Agricultural Act of 2014 (PL 113-79 Sec. 8206 Feb. 7, 2014) was passed which also included a similar version of Good Neighbor. **Although the initial pilot GNA (2000) focused on forested watersheds, GNA currently authorizes a broad scope of land management activities including fuels management, rangeland, watershed, wildlife, and fish habitat restoration, abandoned mine land reclamation, and monitoring and is available to multiple BLM program areas.**

GUIDANCE OBJECTIVE

The purpose of this document is to provide guidance for identifying, preparing and implementing GNA projects that meet the requirements of applicable laws. The primary changes to the GNA guidance are to emphasize that GNA is not limited to forestry projects but is expansive in nature and is appropriate for a wide variety of projects on forested, rangeland, and riparian areas and to clarify that Stewardship contracting cannot be used in conjunction with GNA.

SUMMARY OF GOOD NEIGHBOR REQUIREMENTS AND AUTHORITIES

In order for a project to qualify as a GNA project, the following criteria must be met.

1. The project consists of Authorized Restoration Services (for definition see Exhibit 1 or 16 U.S.C § 2113a (a) (1)) which include: treatment of insect and disease infected trees, hazardous fuels reduction, or any other activities to restore or improve forest, rangeland, and watershed health, including fish and wildlife habitat.

2. The project does not include construction, reconstruction, repair, or restoration of paved or permanent roads, parking areas, public buildings, or public works.
3. The project does not include public lands that have the following designations: National Wilderness Preservation System, where removal of vegetation is prohibited or restricted by Act of Congress or Presidential Proclamation including the applicable implementation plan, or Wilderness Study Areas.
4. The BLM provides or approves all silviculture prescriptions and marking guidelines for projects that entail the sale of timber (applies to forest projects only).
5. Decisions under the National Environmental Policy Act (NEPA) remain the responsibility of the BLM and cannot be delegated to the state. However, the agreement or contract may allow a state to provide NEPA services.

The GNA projects constitute the use of one or more of the following exceptions:

1. A sole source contract or a cooperative agreement with a Notice of Intent to award to a state government agency. (Stewardship contracting may not be used).
2. A contract or agreement where a state government official is serving as an agent in providing up to all services necessary to carry out Authorized Restoration Services.
3. A contract with a state that excludes Federal Acquisition Regulation (FAR) subcontracting clauses, which would allow the state to subcontract utilizing their respective contracting procedures.

ROLES AND RESPONSIBILITIES

BLM Washington Office

- A. The responsibility of the Washington Office (WO) AD-200 Directorate and the Fire and Aviation Directorate (FA) is to provide policy guidance to state offices and oversight of GNA implementation.

BLM State Office

- A. State Director
 1. Ensures that field offices complete the reporting and tracking requirements identified in this guidance.
 2. Assesses the proper use and management of the GNA as a normal part of BLM statewide resource programs and actively reviews those programs utilizing the

authority. Particular programs of interest include Forestry, Range Management, Riparian, Fish and Wildlife, and Fire/Fuels Management.

3. Designate a State Office Good Neighbor Coordinator to fulfill the roles described in paragraph C of this section including reviewing and approving the project approval checklist.
4. Seek opportunities to partner with states and expand the use of the GNA on both forest and rangelands.

B. Grants Management Officer (GMO)/Contracting Officer (CO)

1. Cite the GNA authority to award agreements and contracts that utilize the exceptions of the GNA and use Exhibit 3 to document the sole source justification where appropriate.
2. Obtain a copy of the signed project approval form (Exhibit 2) prior to issuing the Notice of Intent for an agreement or awarding a contract and coordinate with the State Office Good Neighbor Coordinator to ensure the requested action falls within the scope of the approved project.
3. If the project includes the sale of vegetative products, coordinate with the State Office Forestry Lead as needed to review a contract or agreement.

C. State Office Good Neighbor Coordinators

1. Provide technical support for GNA policy including providing guidance on appropriate contracting or agreement tools.
2. Review all proposed projects to ensure GNA criteria are met using the checklist (Exhibit 2) submitted by the project lead. Sign and return form to field manager.
3. If the project includes the sale of vegetative products, coordinate with the State Office Forestry Lead as needed to provide guidance on the proper procedures to convey products for GNA projects.
4. Coordinate GNA use among all applicable program leads and encourage the appropriate use of GNA across a variety of programs.

BLM Field Office

A. Project Lead

1. Meet with state representative, field manager, and procurement analyst to explore projects where the GNA would increase efficiencies and help select the appropriate implementation mechanism.

2. Submit proposed GNA projects to the state office coordinator using Exhibit 2 and maintain the administrative record file.
3. Work with CO or GMO to initiate contract or agreement.
4. Serve as COR, PO, or Project Inspector (PI) on agreements and contracts executed under this authority.
5. Enter information for projects into the pertinent reporting system for the program (e.g., for fuels projects, information should be entered into the National Fire Plan Operations and Reporting System (NFPORS). When conveying vegetative products, ensure the required GNA specific information is entered into Timber Sale Information System (TSIS) or Special Forest Products (SFP).

B. Field Manager/District Manager

1. Approve GNA projects using the project approval checklist (Exhibit 2).

INTRODUCTION

Prior to the GNA becoming law, there were a number of regulations pertaining to contracts and agreements that prevented the BLM from transferring funds directly to a state government agency for the purpose of assisting with projects on BLM managed land. The GNA allows the BLM to create a contract or agreement that looks much like existing contracts or agreements the BLM uses, but that are not subject to all of the regulations pertaining to competition and subcontracting. This allows the BLM and state governments to take advantage of opportunities to share financial and personnel resources where doing so improves efficiency and reduces project implementation costs. In order to take advantage of the GNA provisions, five criteria must be met as outlined in the law and listed in the project approval checklist (Exhibit 2).

The purpose of this guidance is threefold. The first is to establish policy through this guidance and control points such as the approval checklist to properly apply the Good Neighbor statute and other applicable laws. The second is to emphasize that the GNA is available for a wide variety of projects and programs. The third is to provide an example GNA workflow. This example is not intended to limit the development of more complex arrangements that utilize the GNA provisions. Scenarios that entail the development of multiyear and programmatic agreements that cover a wide range of activities across multiple project areas or projects that include the conveyance of forest products are potential elements that also can occur under more complex GNA projects.

IMPLEMENTATION FOR ALL APPLICABLE PROGRAMS

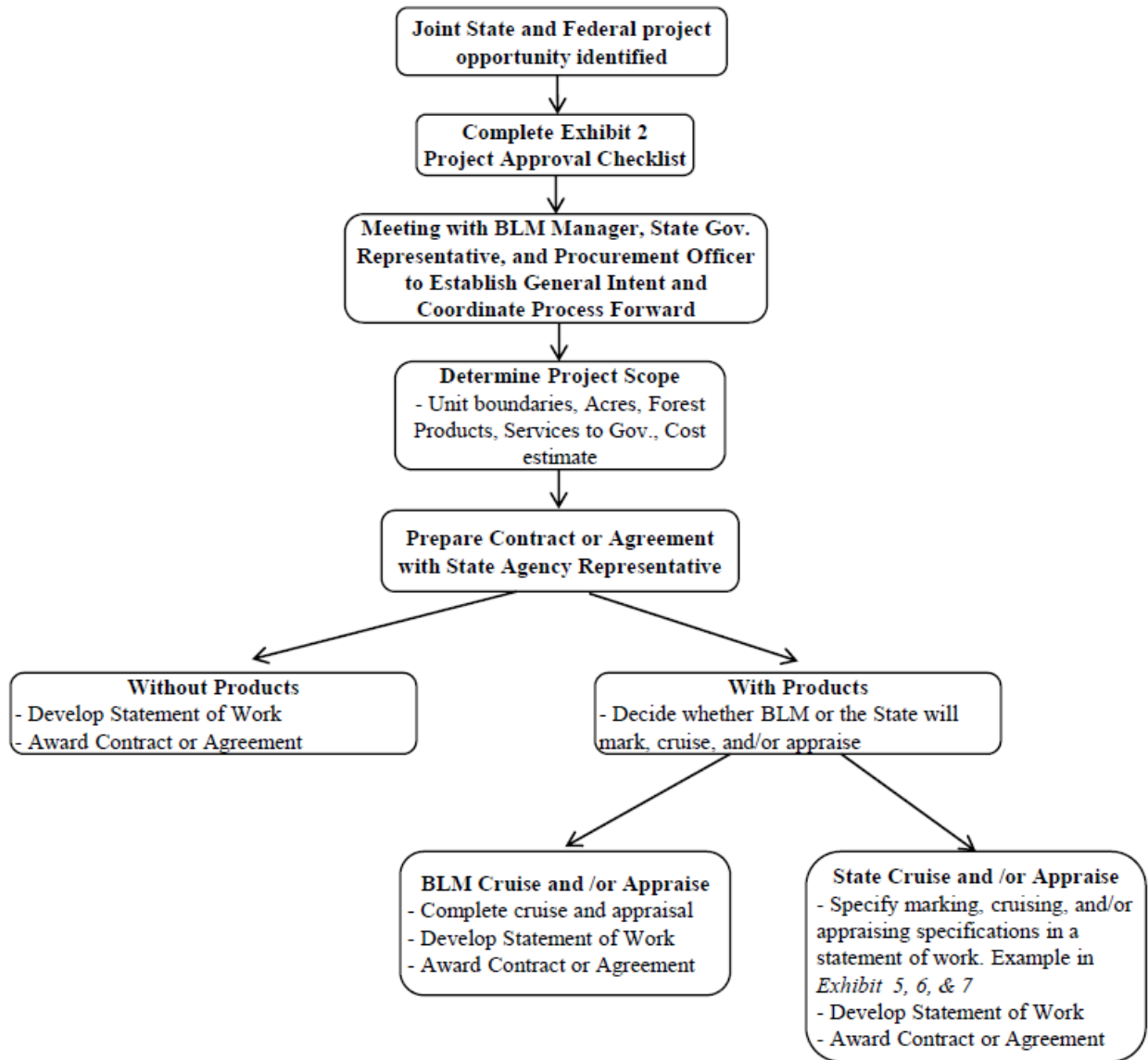
As authorized, GNA is available for “forest, rangeland, and watershed restoration services” which includes “activities to treat insect and disease infected trees, reduce hazardous fuels, and any other activities to restore or improve forest, rangeland, and watershed health, including fish and wildlife habitat”. Examples of work that could be accomplished through the GNA include but are not limited to: fuel breaks, herbicide application, planting, post-fire burned area rehabilitation, salvage/sanitation timber sales, pre-commercial/commercial thinning, prescribed fire, targeted grazing to meet rangeland health objectives, proactive forest or range restoration to provide wildlife habitat and improved livestock forage, invasive species and fuels treatments, wildland-urban interface fuels reduction, riparian or upland restoration, NEPA analysis and document preparation, endangered species act or cultural clearances, data collection to inform decision making related to conserving or restoring land health, and monitoring. See Exhibit 4 for examples of non-forestry projects that could be completed using GNA, including range management, invasive species, and riparian restoration.

GNA is available to all BLM program areas that implement projects that fit these criteria. Determination of whether to use a contract or agreement will occur with the State Office procurement analyst similar to conventional contracts and agreements. Once the procurement instrument is identified and a GMO or CO is assigned, a relationship with the state agency is established through a sole source contract or an agreement with a Notice of Intent to award that cites the GNA as justification (Exhibit 3). The project lead (technical expert) will provide information for the GNA contract or agreement much the same way as developing conventional

contracts or agreements such as statement of work, performance goals, specifications, and terms and conditions.

EXAMPLE WORKFLOW & NARRATIVE

Good Neighbor Simplified Process Workflow



This example workflow and narrative presents a typical GNA project which could entail a number of activities. The BLM would enter into a financial assistance agreement or contract directly with a state without advertising the opportunity. The state would then implement the agreement or contract with their existing capacity or through subcontracts that are subject only to the state’s contracting policies.

The initial meeting can include the BLM project lead, the BLM official that will be responsible for signing the NEPA decision, the responsible state government official, and a BLM acquisition staff member. The meeting should cover the scope of the project, the roles of each entity, the feasibility, and the general procurement process. It is important that clear objectives are set and that both parties understand who will be responsible for each task.

The next step of determining scope of the contract or agreement may vary. In some cases, NEPA and project design has already occurred and the initial meeting is primarily designed to discuss the roles and responsibilities of each party. In other cases, the state, during their project development phase, may approach the BLM to treat BLM managed land as a part of their project and assess whether the BLM has any existing plans or project NEPA for the identified area. As needed, project development and appropriate environmental analysis consistent with NEPA would begin.

One of the first steps in the procurement process is to develop the statement of work for a contract or statement of programmatic involvement (SPI) for an agreement which is a description/program of work that the state is agreeing to provide by contract or that the BLM is willing to fund by cooperative agreement. The description of work will vary depending on whether or not there are vegetative products as indicated in the workflow diagram. The statement of work may contain general instructions to meet land management objectives similar to end result principles or it can be more prescriptive. The statement of work may include tasks such as but not limited to assistance in NEPA development, survey or clearances (e.g., archaeology and threatened and endangered species), vegetation treatment, preparation of treatments, which in the case of vegetative produce may include, layout, marking, cruising or appraising (Exhibits 5, 6, & 7), monitoring, and other forms of data collection. After finalization of the description of work, the BLM procurement process can proceed by completing a purchase requisition through the Financial and Business Management System (FBMS) for a contract or agreement.

Award of a contract or agreement to a state government designates the state as the contractor or recipient and will establish the state as the entity that the COR/PO will monitor and communicate with throughout project implementation. If the state subcontracts services, the state will be responsible for communication and direction of the subcontractor. The procurement process should occur much like a typical procurement with the only difference being that there would be no advertising and the contract clauses would omit subcontracting stipulations. The post award GNA project administration will also be similar to conventional contracts and agreements.

SALE OF FOREST AND VEGETATIVE PRODUCTS UNDER GNA

The sale and removal of forest products is often necessary to meet the objectives of forest and woodland treatments. GNA may entail a state agency assisting the BLM with tasks such as marking, cruising, appraising, awarding, and administering the sale of timber or other vegetative products for the BLM. The BLM can opt to have the state, through a contract or agreement, provide services to help prepare forest product sales that the BLM would conduct using standard BLM procedures. The BLM can also opt to delegate the entire forest product sale process to the

state to complete using their procedures, in which case the BLM timber sale regulations (43 CFR 5400 - 5474) and policies including policies on the cruising, appraising, and minimum prices are waived under the authority of the 16 USC 2113a.

The following process assumes the state will not purchase products from the BLM, but will use their competitive sale process to advertise and award a state contract for the sale of products from BLM managed lands to a third party. A BLM Stewardship or timber sale contract will not be used. The conveyance of products is from the BLM to the third party purchaser via a state agency process. The third party will be subject to the stipulations on the state contract. BLM will collect 100% of the receipts as defined in the state timber sale contract, and will not treat any product value as Program Income in the case of an agreement. Follow these steps when the state is conducting a sale for the BLM:

- Determine if the state will cruise, mark, and/or appraise the products and develop the service contract or agreement accordingly. Note that a BLM cruise volume and appraisal is not required prior to award to a state.
- For service contracts with the state, include all the clauses in Exhibit 9 of this guidance. For agreements with the state include the “Log Export Restriction” and “Revenue from the Sale of Products” in the agreement terms and conditions.
- Work with the state to ensure NEPA design features and requirements are incorporated in the state’s contract such as Endangered Species Act or cultural resource conservation measures.
- When the hauling of forest products across private land is needed, coordinate with the state agency to ensure that requests for access or use of the rights-of-way are completed and that appropriate language is included in the state contract.
- Determine the process for collecting revenue. The purchaser of the state’s contract will pay the BLM directly. The collection will be entered into Collections and Billing System (CBS) and associated with the TSIS or SFP record through the timber sale number or permit number. Distribution of receipts is based on the land base the products were harvested from the same as would be done for a timber sale or forest product permit.
- The naming convention in TSIS should be “TS Name_Good Neighbor_State agency”.

TRACKING AND REPORTING

TSIS

All sawtimber sold and removed from BLM managed lands must be entered into the Timber Sale Information System. The purchaser for timber sold through GNA will be the state agency in all cases including if the state is using a subcontractor to harvest the timber. The naming convention in TSIS should be “TS Name_Good Neighbor_State agency”.

SFP

All forest products that are permitted or sold that are not accounted for in TSIS should be entered into the Special Forest Products database.

NFPORS

All fuels management treatments and activities (including CA actions) designed to meet specific fuels management goals, should be reported in the fuels NFPORS module.

OTHER PROGRAMS

Projects initiated under other programs should be tracked and reported in accordance with the requirements of the individual program.

Exhibit 1 - Agricultural Act of 2014

SEC. 8206. GOOD NEIGHBOR AUTHORITY.

(a) DEFINITIONS.—In this section:

(1) AUTHORIZED RESTORATION SERVICES. — The term “authorized restoration services” means similar and complementary forest, rangeland, and watershed restoration services carried out—

(A) on Federal land and non-Federal land;

and

(B) by either the Secretary or a Governor pursuant to a good neighbor agreement.

(2) FEDERAL LAND.—

(A) IN GENERAL.—The term “Federal land” means land that is—

(i) National Forest System land; or

(ii) public land (as defined in section 103 of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1702)).

(B) EXCLUSIONS.—The term “Federal land” does not include—

(i) a component of the National Wilderness Preservation System;

(ii) Federal land on which the removal of vegetation is prohibited or restricted by Act of Congress or Presidential proclamation (including the applicable implementation plan); or

(iii) a wilderness study area.

(3) FOREST, RANGELAND, AND WATERSHED RESTORATION SERVICES.—

(A) IN GENERAL.—The term “forest, rangeland, and watershed restoration services” means—

(i) activities to treat insect- and disease-infected trees;

(ii) activities to reduce hazardous fuels; and

(iii) any other activities to restore or improve forest, rangeland, and watershed health, including fish and wildlife habitat.

(B) EXCLUSIONS.—The term “forest, rangeland, and watershed restoration services” does not include—

(i) construction, reconstruction, repair, or restoration of paved or permanent roads or parking areas; or

(ii) construction, alteration, repair or replacement of public buildings or works.

(4) GOOD NEIGHBOR AGREEMENT.—The term “good neighbor agreement” means a cooperative agreement or contract (including a sole source contract) entered into between the Secretary and a Governor to carry out authorized restoration services under this section.

(5) GOVERNOR.—The term “Governor” means the Governor or any other appropriate executive official of an affected State or the Commonwealth of Puerto Rico.

(6) ROAD.—The term “road” has the meaning given the term in section 212.1 of title 36, Code of Federal Regulations (as in effect on the date of enactment of this Act).

(7) SECRETARY.—The term “Secretary means—

(A) the Secretary of Agriculture, with respect to National Forest System land; and

(B) the Secretary of the Interior, with respect to Bureau of Land Management land.

(b) GOOD NEIGHBOR AGREEMENTS.—

(1) GOOD NEIGHBOR AGREEMENTS.—

(A) IN GENERAL.—The Secretary may enter into a good neighbor agreement with a Governor to carry out authorized restoration services in accordance with this section.

(B) PUBLIC AVAILABILITY.—The Secretary shall make each good neighbor agreement available to the public.

(2) TIMBER SALES.—

(A) IN GENERAL.—Subsections (d) and (g) of section 14 of the National Forest Management Act of 1976 (16 U.S.C. 472a(d) and (g)) shall not apply to services performed under a cooperative agreement or contract entered into under subsection (a).

(B) APPROVAL OF SILVICULTURE PRESCRIPTIONS AND MARKING GUIDES.—The Secretary shall provide or approve all silviculture prescriptions and marking guides to be applied on Federal land in all timber sale projects conducted under this section.

(3) RETENTION OF NEPA RESPONSIBILITIES.— Any decision required to be made under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) with respect to any authorized restoration services to be provided under this section on Federal land shall not be delegated to a Governor.

Exhibit 2 - Good Neighbor Project Approval Checklist

Good Neighbor Project Approval Checklist			
Project Name			
State/District/Field Office		Project lead, On date:	
CO or GMO identified for project			
Functional Area/Funding Code(s)			
Qualification (all five must be checked "yes")			Yes
			No
1. The project consists of Authorized Restoration Services which include: treatment of insect or disease infected trees, hazardous fuels reduction, or any other activities to restore or improve forest, rangeland, and watershed health, including fish and wildlife habitat.			
2. The project does not include construction, reconstruction, repair, or restoration of paved or permanent roads, parking areas, public buildings, or public works.			
3. The project does not include Public Lands that have the following designations: National Wilderness Preservation System, where removal of vegetation is prohibited or restricted by Act of Congress or Presidential Proclamation including the applicable implementation plan, or Wilderness Study Areas.			
4. The BLM will provide or approve all silviculture prescriptions and marking guidelines for timber sold (Applies to forest projects only, Write "N/A" in Yes column for other projects.).			
5. The NEPA Decision will be signed by a BLM official.			
At least one of the following elements must exist in order to be classified as a Good Neighbor project.			
Good Neighbor Provisions			Yes
			No
Will the contract or agreement be sole sourced to a state?			
Is a state government official serving as an agent in providing up to all services necessary to carry out Authorized Restoration Services?			
Does the contract exclude subcontracting clauses and allow the state to advertise and award subcontracts including product sales utilizing the state's contracts and contracting procedures?			
Additional Information			
Was a standard competitive procurement considered for this project and the GNA option deemed most efficient for the BLM?			
Implementation Mechanism: service contract/agreement			
Type of Vegetative By-Products if any			

*1. Forward copy of completed form to the BLM state office Good Neighbor coordinator. 2. Return to field office for Field Office Manager review and final approval and file in administrative record.

State Office Good Neighbor Coordinator

Date

Field Manager

Date

Exhibit 3 - Sole Source Justification

This citation shall be used to justify sole source contracts or agreements with states:

This (contract/agreement) between the Bureau of Land Management and [name state agency] is under the authority of 16 USC 2113a which states, “the term "good neighbor agreement" means a cooperative agreement or contract (including a sole source).”

Exhibit 4 – Rangeland Management Examples

GNA is a versatile procurement tool that can be used for a wide variety of activities in program areas such as Rangeland Management. When a state is positioned to provide services to the BLM and an efficiency can be achieved, a GNA contract or agreement can be used to sole source with the state. The following examples all fit the criteria of Authorized Restoration Services as defined in the GNA law.

- Targeted grazing - Targeted grazing (prescribed grazing or managed herbivory) is the carefully controlled grazing by livestock to accomplish specific vegetation management objectives. Livestock may be used as a means to improve land health through weed control, wildfire fuels reduction, and other restoration activities. Activities that are often needed to implement targeted grazing include installation of fence, installation of range improvements including enclosures, maintenance of improvements, and livestock and range monitoring.
- Invasive weed treatments – Treatment of invasive weeds is often carried out across multiple ownerships in a coordinated effort. GNA can be an effective tool to partner with a state that is carrying out weed treatments, whether using herbicide, mechanical, or biological controls, in a coordinated cross boundary effort.
- Rangeland plant restoration – Whether wildfire, drought, or invasive weeds impacts, it is often necessary to aid the re-establishment of rangeland vegetation. This could entail development of plant materials, seed collection, site preparation, seed or seedling planting, and effectiveness monitoring. Native plant restoration is also often a cross boundary need and where a state is conducting these activities, GNA can be used to conduct these activities on BLM managed lands.
- NEPA – GNA stipulates that the BLM decision cannot be delegated to a state. However a state can provide assistance in conducting NEPA for a restoration project when it is a part of the overall project to implement Authorized Restoration Services.
- Riparian restoration – Restoration work following flood events, large washouts, or changes to riparian area form and function that support wildlife and livestock is often more effective when implemented throughout a stream reach in coordination with state, federal, and county agencies. GNA can be used to install headcut and erosion control structures, check dam repair and removal, leaking ditches, re-contouring, or revegetation to support stream banks.

Exhibit 5 - Sample Appraisal

Timber volume is based on a net board foot volume derived using a sample tree cruising method across the ___acre project. The smallest tree measured was 12 inches DBH and the top diameter used for deriving volumes was 6 inches diameter. Biomass was determined using volumes estimated by a survey of local loggers and was not measured in plots. Move in cost was determined from previous projects of similar scope to be approximately \$2,500. Biomass logging cost is incorporated into the \$0.25 price per ton. This appraisal conforms to [43 CFR 5420](#) and [BLM Manual 9350](#).

- Logging cost = \$150 per MBF (sawlog)

- Hauling cost = \$90 per hour

- Profit and risk factor = 10%

Biomass = 13,000 green tons / 25 green tons per load = 520 loads

Sawlog = 553 MBF / 4 MBF per load = 139 loads

Sawlog = Bald Hills Stewardship cruise report

Logging cost (sawlog) = \$150 * 553 MBF = **\$82,950**

Haul cost = \$90 (per hr) * 2.5 hr (round trip) * 659 loads = **\$148,275**

Move in cost = **\$2,500**

Profit and risk = \$233,725 * 1.10 = **\$257,098**

Total cost = **\$257,098**

- Pond value ponderosa pine (6" – 11":38% of volume) = \$260

(12" – 17": 53% of volume) = \$360 (≥ 18": 9% of volume) = \$420 ∴ (.38*553MBF*\$260)

= \$54,636 (.53*553MBF*\$360) = \$105,512 (.09*553MBF*\$420) = \$ 20,903

Total = **\$181,051**

- Biomass = \$0.25/Green Ton (13,000 tons * \$0.25) = **\$3,250**

Total timber value = **\$184,301**

Total appraised value = **(\$72,797)**

Pond values are from the July 15, 2011 issue of the OREGON LOG MARKET REPORT (OREGON DOMESTIC LOG PRICES EASTSIDE) published by John Lindberg Co-Publisher/Editor, 307 NE 63rd St #10, Vancouver, WA 98665, Telephone: 360-693-6766

Exhibit 6 - Sample Timber Marking Specification

The purpose of these specifications is to provide tree marking guidelines that are based on a silvicultural prescription and facilitate compliance with NEPA (document number) stipulations. Use of these specifications conforms to [43 CFR 5400](#).

The primary objectives of this project are to reduce the risk of high severity wildfire in the naturally regenerated stand and to increase spacing to enhance growth of trees in the plantation units. The secondary benefits include improving wildlife habitat by increasing resources available to understory vegetation, and enhancing forest stand resilience to insects and disease. The desired results are 1) uneven aged structure with high retention of trees with late successional characteristics 2) reduce the number of small diameter and suppressed crown class pine trees (less than 12 inches diameter at breast height (DBH)) to create a stand with a residual basal area between 40 to 80 square feet per acre 3) retention of some saplings exhibiting good growth form for later recruitment into larger crown classes and 4) reduction in malformed stems to a couple per acre to reduce growing space dominated by legacy damage agents.

Trees to be harvested will be identified using the designation-by-description method of operator select for trees < 12 inches DBH and by blue mark for trees \geq 12 inches DBH. Using the parameters above, mark the cut trees with blue paint around the circumference at breast height and at least one butt mark at ground level. As a general guide, target crown spacing is 30 feet.

BLM will provide timber marking paint according to the office's policies and specifications. Paint security measures may be needed and paint use should be tracked. Return used cans to BLM for proper disposal as well as excess paint.

Exhibit 7 - Sample Cruise Specifications

The purpose of this cruise design is to estimate the volume of timber to be conveyed to the purchaser on (insert stewardship contract or product sale form #) This cruise design conforms to [43 CFR 5422](#) , [BLM Manual 5300](#), and [BLM Manual 5310](#).

Trees greater than or equal to 12 inches DBH were market and tallied. (Tree volume of timber to be thinned that is < 12 inches DBH has been estimated from compiled weight reports for biomass harvests from similar stands).

This cruise will sample 10 percent of the population of trees to be harvested as sawtimber. Using a random point generator in GIS, generate the number of points needed to measure no more than four of the closest trees to each point. For example, if there are 300 trees total, one could generate 10 points to measure three of the closest trees at each point for a total of 30 trees or 10 percent. Measure species, height, DBH, defect, and grade each 16 foot log. Data will be collected by the BLM and processed in BLM's cruise processor.

Exhibit 8 – Public Law 113-76

PUBLIC LAW 106–291—OCT. 11, 2000. 114 STAT. 997

Good Neighbor Statute as amended: See footnotes*

SEC. 331. FEDERAL AND STATE COOPERATIVE WATERSHED RESTORATION AND PROTECTION.

(a) **USE OF STATE FOREST SERVICE.**—The Secretary of Agriculture, via cooperative agreement or contract (including sole source contract) as appropriate, may permit the head of a State agency with jurisdiction over State forestry programs in a State containing National Forest System land (in this section referred to as a ‘State Forester’) to perform watershed restoration and protection services on National Forest System lands in the State when similar and complementary watershed restoration and protection services are being performed by the State Forest Service on adjacent State or private lands. The types of services that may be extended to National Forest System lands include treatment of insect infected trees, reduction of hazardous fuels, and other activities to restore or improve watersheds or fish and wildlife habitat across ownership boundaries.

(b) **STATE AS AGENT.**—Except as provided in subsection (c), a cooperative agreement or contract under subsection (a) may authorize the State Forester to serve as the agent for the Forest Service in providing all services necessary to facilitate the performance of watershed restoration and protection services under subsection (a). The services to be performed by a State Forester may be conducted with subcontracts utilizing State contract procedures. Subsections (d) and (g) of section 14 of the National Forest Management Act of 1976 (16 U.S.C. 472a) shall not apply to services performed under a cooperative agreement or contract under subsection (a).

(c) **RETENTION OF NEPA RESPONSIBILITIES.**—With respect to any watershed restoration and protection services on National Forest System lands proposed for performance by a State Forester under subsection (a), any decision required to be made under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.) may not be delegated to the State Forester or any other officer or employee of the State.

(d) **INCLUSION OF BLM LANDS.**—The authority provided by this section shall also be available to the Secretary of the Interior with respect to public lands in a State administered by the Secretary through the Bureau of Land Management.

(e) **EXPIRATION OF AUTHORITY.**—The authority of the Secretary of Agriculture and the Secretary of the Interior to enter into cooperative agreements and contracts under this section expires September 30, 2018, and the term of any cooperative agreement or contract entered into under this section shall not extend beyond that date.

* PUBLIC LAW 108–447—DEC. 8, 2004 118 STAT. 2809.

* PUBLIC LAW 111–88—OCT. 30, 2009 123 STAT. 2904. Strike “2009” insert “2013”

* PUBLIC LAW 113-76. Consolidated Appropriations Act 2014 Sec 417.

Exhibit 9 – Minimum Clauses

Clauses for Service Contracts and Agreements that Sell Products

Log Export Restriction

All commercial products to be removed by the Contractor/Purchaser under the terms of this contract is restricted from export from the United States in the form of unprocessed commercial product and is prohibited from being used as a substitute for exported private commercial product. For the purpose of this contract, unprocessed commercial product is defined as (1) any logs except those of utility grade or below, such as sawlogs, peeler logs, and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8-3/4) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, commercial product manufactured into the following will be considered processed: (1) lumber and construction timbers, regardless of size, manufactured to standards and specifications suitable for end product uses; (2) chips, pulp and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8-3/4) inches in thickness or less; (6) shakes and shingles. The Contractor/Purchaser shall maintain and upon request to furnish the following information:

- a. Date of last export sale.
- b. Volume of commercial product contained in last export sale
- c. Volume of commercial product exported in the past twelve (12) months from the date of last export sale.
- d. Volume of federal commercial product purchased and/or removed in the past twelve (12) months from date of last export sale.
- e. Volume of commercial product exported in the succeeding twelve (12) months from date of last export sale.
- f. Volume of federal commercial product purchased and/or removed in the succeeding twelve (12) months from date of last export sale.

In the event the Contractor/Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Contractor/Purchaser shall require each party buying, exchanging, or receiving such timber to execute a "Certificate as to Nonsubstitution and the Domestic Processing of Timber" (Form 5460-16). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the ~~52~~ Contractor/Purchaser, the Contractor/Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer. In the event an affiliate of the Contractor/Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

Prior to the termination of this contract, the Contractor/Purchaser shall submit to the Authorized Officer a "Log Scale and Disposition of Timber Removed Report" (Form 5460-15) which shall be executed by the Contractor/Purchaser. In addition, the Contractor/Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

Revenue from the Sale of Products from BLM Managed Lands

All revenue from the sale of products from BLM managed lands shall be remitted to the BLM as follows: The state shall facilitate the collection payment due to the BLM in accordance with the state's timber sale contract. If their contract does not have a payment specification the BLM may provide a clause from a BLM timber sale form to specify a payment schedule.

Commercial Volume Trespass and Suspension

If in connection with operations hereunder the Contractor, its subcontractors, or the employees of any of them cuts, injures, or removes any Government commercial volume, other than commercial volume to be removed under this contract, such action shall be construed as trespass and the Contractor shall be liable for damages under applicable state law, up to treble damages. If the Contractor cuts or removes any commercial volume not authorized for removal under this contract during any period of suspension, such cutting or removal shall be considered a willful trespass and render the Contractor liable for damages under applicable state law, up to treble damages.

If trespass is determined by the Government as willful, the Contractor shall be responsible for damages up to treble the single damage fair market value of the particular commercial volume cut or removed or injured at the time of trespass, plus all administrative costs incurred by the Government during inspection and appraisal. The total price of commercial material removal (Schedule B) in trespass shall be deducted to the extent of single damages or the value of commercial material under Schedule B, whichever is lesser, from amount due because of trespass. The Contractor shall pay Government for such damages after written demand therefore by the Contracting Officer.

If the Contractor, its subcontractors, or the employees of any of them, cuts, injures, or removes any commercial volume and/or leave trees reserved under this contract, they shall fully cooperate, upon request of the COR, in the investigation of such acts. If full cooperation is not received or will not be forthcoming, the Contracting Officer may suspend that portion of the Contractor's operations necessary to preserve evidence pending investigation or permit safe investigation of such acts.

Hold Harmless and Responsibility for Damages to the Government

The Contractor agrees to hold the Government harmless from any claim for damage or loss of property, personal injury, or death and to be liable for any damage suffered, cost, or expense incurred by the Government which claim, damage, cost or expense arise out of any operations under this contract and result from any breach of contract or wrongful or negligent act or omission of the Contractor, its subcontractors or employees of any of them. The Contractor shall pay Government for such damages after written demand therefore by the Contracting Officer.

Protection of Roads, Utilities, Improvements and Monuments

Existing telephone, telegraph and transmission lines, fences, ditches, roads, gates, monuments including corners and brass caps, and all other improvements shall be protected as far as practicable in all phases of Contractor's construction or logging operations. All such roads and ditches shall be kept free of logs, slash, and debris. Damage to roads, utilities and improvements shall be promptly paid for or repaired to a condition which, in the opinion of the Contracting Officer, is at least as good as the condition just prior to such damage.

Simultaneous Use of Contract Area by Others

The simultaneous use of the contract area by others may be authorized by the Government through issuance of permits, leases, or contracts, provided that the Contracting Officer first determines that such use of the contract area will not seriously interfere with the operations of the Contractor.

Watershed Protection: Water Quality, Erosion Control, and Soil Damage

The Contractor shall comply with all applicable state and federal laws and regulations pertaining to water quality in connection with any operations under this contract. The Contractor shall take every reasonable precaution not to pollute or obstruct any stream, lake, or reservoir on or near the contract area in connection with any operations under this contract. If the Contractor's operations cause pollution or obstruction of any stream, lake, or reservoir on or near the contract area, the Contractor shall correct the condition to the satisfaction of the COR.

The Contractor shall undertake every reasonable measure to minimize erosion and soil damage in connection with any operations under this contract, including but not limited to construction of water bars on yarding and spur roads as designated by the COR. The Contractor shall immediately discontinue any construction or commercial volume harvesting operations under this contract, upon receipt of written notice from the COR that due to weather or soil moisture conditions, such operations will cause excessive damage to the soil. The COR shall notify the Contractor, in writing, when such operations may be resumed.

Refuse Control and Disposition of Waste Materials

The Contractor shall remove, or otherwise dispose of all garbage, temporary buildings, trash, litter, discarded equipment or parts, waste materials or other refuse resulting from Contractor's operations. Areas for disposal of waste material shall be subject to approval of the COR.

Waste materials, such as garbage, trash, oil, grease, chemicals and similar substances shall be disposed of in a manner that will prevent their entry by drainage, high water, or other means into any river, watercourse, lake, or reservoir in or near the Contractor's operations. Water used to wash down equipment used for petroleum products, industrial chemicals, cement or other toxic materials shall be disposed of in a manner that will prevent their entry into any watercourse or waterway.

Storage and Handling of Hazardous Materials

All petroleum products, industrial chemicals and similar toxic or volatile materials stored by the Contractor on or near the contract area, in connection with operations under this contract, shall be stored in durable containers and shall be stored in areas, as determined by the COR, which are either located so that any accidental spillage will not drain into any watercourses, lakes, or

reservoirs or, when such areas are not available, shall be stored in an area surrounded by impermeable containment dikes of sufficient capacity to contain the aggregate capacity of all tanks.

In addition, the Contractor shall comply with all applicable state and federal laws and regulations concerning the storage, handling, use and disposal of industrial chemicals, pesticides, herbicides, and other hazardous substances.

Records and Reports

Upon request of the COR, the Contractor shall furnish the following records and reports:

(1) volume or quantity of commercial volume cut and removed from the contract area; (2) road costs including road use fees paid in connection with removing commercial volume from the contract area; and (3) prices received for lumber or other wood products.

Time for Removal of Personal Property

The Contractor shall have the right within one month after expiration of time for cutting and removal to remove equipment, improvements, or other personal property from Government lands or rights-of-way; provided, however, that any improvements such as road surfacing, culverts and bridges which have become a permanent part of a Government road shall not be removed. The Contracting Officer may grant an extension of time, not to exceed three months for removal of personal property. Any improvements remaining on Government lands and rights-of-way at the end of the period for removal, or any extension, shall become the property of Government. Any equipment or other personal property remaining on Government land and rights-of-way at the end of this period may be removed and disposed at the expense of the Contractor.