

REQUEST FOR PROPOSALS

Round Mountain 2026 Timber Operations

Yuba Watershed Institute | Nevada County, California

Release date: August 14, 2026 Proposals due: September 14, 2026

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How to read this packet

This single PDF contains the Request for Proposals and all seven exhibits. The Request for Proposals states how to propose and how proposals will be evaluated. Exhibit B, the Scope of Work, is the complete description of the work and is incorporated into the resulting contract without change. Exhibit G is the contract the successful proposer will execute. Proposers should read Exhibits B, C and G before pricing the work.

Questions and proposals go by email to Chris Friedel, Executive Director, chris@yubawatershedinstitute.org, (530) 955-1822. Do not contact the Registered Professional Forester or the landowner directly regarding this solicitation.



YUBA WATERSHED INSTITUTE

REQUEST FOR PROPOSALS

Round Mountain 2026 Timber Operations | Yuba Watershed Institute

Release date: August 14, 2026 | Proposals due: September 14, 2026

Issued by: Yuba Watershed Institute, P.O. Box 2198, Nevada City, CA 95959

Contact: Chris Friedel, Executive Director · chris@yubawatershedinstitute.org · (530) 955-1822

All questions and submissions by email to the contact above. Do not contact the RPF or the landowner directly regarding this solicitation.

I. Project Summary

Yuba Watershed Institute (YWI) seeks proposals from qualified contractors to implement a 40-acre timber harvest on private forestland on Merrimas Way in Nevada County, California, as part of the Round Mountain Landscape Resilience Project. The work includes cutting and hauling merchantable incense cedar sawlogs, cutting sub-merchantable trees and brush, constructing mechanical burn piles, and constructing approximately 3,610 feet of fireline. Mechanical operations will be followed by prescribed fire under a separate contract.

Timber operations will be conducted under approved Modified Timber Harvest Plan (MTHP) #2-23-00126-NEV. The selected contractor must hold a valid Licensed Timber Operator Class A license and be amended onto the plan before operations begin.

The Scope of Work is Exhibit B. It is the complete description of the work and will be incorporated into the resulting Contract without change. Proposers should read it before bidding.

The parcel is subject to a recorded conservation easement held by Bear Yuba Land Trust, as amended. The requirements arising from it that bear on this work are stated in **Exhibit B, Section 4**, and affect cost: they include snag and downed wood retention standards, a prohibition on cutting live healthy trees over 36 inches DBH, and a prohibition on operating heavy equipment under saturated soil conditions.

This RFP will be evaluated as a best-value process, not a low-bid competition.

Timber ownership

YWI is the Timber Owner of record for this parcel. **Title to timber and logs does not pass to the Contractor at any time.** YWI holds the purchase order with the receiving mill, invoices the mill,

receives all log revenue, and is responsible for the California timber yield tax and forest excise tax.

Proposed unit prices shall therefore be service rates covering felling, processing, skidding, decking, loading, and hauling to SPI Oroville, and shall include no offset or credit for timber value. Proposers accustomed to solicitations in which the contractor purchases the timber and bids net of expected revenue should note that this project is structured the other way.

The purchase order at Exhibit D carries an expiration date of November 15, 2026, and YWI expects SPI to extend it for the duration of operations. If the purchase order lapses, or the mill closes its yard, imposes a quota, or ceases accepting cedar from this project, cutting halts until the RPF secures another outlet, on the terms in Exhibit B, Section 2.2 and Sections 2.08 and 2.19 of the Contract.

Payment

Payment is by monthly invoice at the unit prices proposed, for acres and lineal feet completed, inspected, and approved in writing by YWI's RPF. The RPF will inspect within ten business days of the Contractor's written notice that work is ready for inspection. Approved amounts are paid within 30 days. There is no performance withhold or retention. Full terms are in the Contract at Exhibit G, Section 2.04.

Prevailing wage

YWI has determined that this project is not subject to California prevailing wage requirements. YWI reserves the right to negotiate an adjustment to contract pricing if a change in law or a determination by the project funder causes prevailing wage requirements to apply.

II. Schedule

Milestone	Date
Release of RFP	August 14, 2026
Mandatory pre-proposal field meeting	August 24, 2026, 1:00 p.m.
Final RFP questions due	August 26, 2026
Question responses and any addenda posted	August 31, 2026
Proposals due	September 14, 2026
Notice of intent to award	September 28, 2026
Contract award (estimated)	September 30, 2026
Notice to Proceed (estimated)	October 1, 2026
Completion	February 28, 2027 (hard stop)

Operations must cease by February 28, 2027. No operations may occur during the limited operating period for the California spotted owl, and the completion date cannot be extended into that period. If suspensions for weather, saturated soils, Red Flag Warnings, or a mill interruption prevent completion by February 28, the remaining work is suspended and resumes

after the limited operating period ends, on the terms in Exhibit B, Section 5 and Section 2.19 of the Contract. In that case the outside completion date is **October 31, 2027**. Unit prices remain firm; equipment must be removed for the duration of the suspension; insurance must be maintained throughout; and remobilization is compensated by change order in an amount not exceeding one half of the mobilization and demobilization lump sum. **Proposers should price accordingly.**

III. Proposal Instructions

A. Mandatory pre-proposal field meeting

Attendance at the pre-proposal field meeting is mandatory. A proposal from a firm that did not attend will be rejected as non-responsive.

The meeting will be held **August 24, 2026 at 1:00 p.m.**, commencing in the parking lot of Coyote Overlook Trail on Rock Creek Road near its intersection with Merrimas Way. YWI and its Registered Professional Forester will walk the unit. R.S.V.P. by email to the contact above.

The unit is marked. Blue paint bands designate commercial trees to be cut, an orange sample mark demonstrates the sub-merchantable prescription, purple flagging marks two buried waterlines, and an Equipment Limitation Zone is flagged. The field meeting is the only practical opportunity to see the sample mark, which is necessary to price the sub-merchantable work.

B. Questions and addenda

Questions must be submitted by email to the contact above and received no later than **August 26, 2026**. Responses, including responses to questions raised at the field meeting, will be posted at www.yubawatershedinstitute.org no later than **August 31, 2026**. Any addenda will be posted at the same place by the same date. Proposals must acknowledge receipt of any addenda and of the question responses.

C. Submission

Proposals must be submitted by email to the contact above no later than **5:00 p.m. on September 14, 2026**. Please copy yourself as verification of submittal. Late proposals will not be accepted.

D. Format

Proposals shall be a single 8½" × 11" PDF of no more than **ten (10) pages**. The following do not count toward the page limit: a one-page cover letter, the Cost Proposal Form, insurance certificates, licensing documents, and addendum acknowledgments.

Proposals that do not furnish the information below, organized in this order, may be rejected as non-responsive.

E. Required content

1. Cost Proposal. Complete the Cost Proposal Form, Exhibit F. Provide firm unit prices for each line item. Estimated quantities are based on the best information available at the time of advertisement; actual quantities may fluctuate, but unit prices shall remain firm and will not be negotiated. All unit prices shall include overhead and profit and shall include no offset for timber value.

2. Approach, staffing, work plan, and schedule. Describe your understanding of the work and your approach to it, including equipment to be used (make and model, wheeled versus tracked, type of wheels or tracks, size), staffing, and any other information demonstrating your strategy. Include your proposed work plan and schedule and identify the individual who will serve as foreman and point of contact with the RPF.

3. Experience, qualifications, and references. Describe your experience with work of similar scope and complexity. Provide an organizational chart and concise resumes for key staff and subcontractors, indicating each person's role and availability for this project. Describe two to three recent projects of similar scope, with contact information for references who oversaw them. Photographs of completed projects are helpful but not required. State whether any crew members are Qualified Logging Professionals under the SFI standard.

4. Local workforce. Describe the extent to which the crew proposed for this project is drawn from Nevada County and adjacent counties.

Note: the foreman, key staff, and equipment identified in the successful proposal become binding under Section 2.28 of the Contract and may not be substituted without YWI's written consent.

5. Insurance certificates. Provide certificates evidencing the coverage required by Section 2.18 of the Contract at Exhibit G.

6. Licenses. Provide proof of California business license, contractor's license, and valid LTO-A certification.

IV. Evaluation and Award

A. Pass or fail

A proposal must meet all of the following to be scored:

- Attendance at the mandatory pre-proposal field meeting
- Proof of insurance meeting Section 2.18 of the Contract
- Proof of California business license, contractor's license, and valid LTO-A certification

B. Scored criteria

Criterion	Points
Cost proposal	35
Approach, staffing, work plan, and schedule	30
Experience, qualifications, and references	25
Local workforce	10
Total	100

Cost scoring. The lowest responsive total price receives the full 35 points. Each other proposal receives points equal to $(\text{lowest total price} \div \text{that proposal's total price}) \times 35$, rounded to the nearest whole point.

An evaluation committee will review all proposals for completeness and for the proposer's ability to meet the requirements of this RFP.

C. Award

YWI may reject any and all proposals and reissue this RFP. YWI may award to one or more contractors for any portion of the work. YWI may waive minor irregularities or immaterial defects. YWI reserves the right to request additional written or oral information to clarify a proposal. All costs of preparing a proposal are the proposer's sole responsibility.

V. Contract Terms

The successful proposer will execute the Timber Operations Contract at **Exhibit G**, substantially in the form attached, with the Scope of Work at Exhibit B incorporated without change.

Proposers must identify in their proposal any requested exceptions to the Contract. Exceptions raised after award will not be considered.

Insurance requirements are set out in Section 2.18 of the Contract and are summarized here for convenience only; the Contract governs:

- Commercial general liability, not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including Logger's Broad Form (Form B) third party liability and fire suppression cost coverage
- Business and commercial auto liability, not less than \$1,000,000 combined single limit, covering owned, hired, and non-owned vehicles
- Statutory workers' compensation plus employer's liability of not less than \$1,000,000 per accident, including a waiver of subrogation

Exhibits

- **Exhibit A** — Project Map
- **Exhibit B** — Scope of Work
- **Exhibit C** — Sub-merchantable Thinning Designation by Prescription Guidelines
- **Exhibit D** — SPI Purchase Order and Log Specifications
- **Exhibit E** — MTHP #2-23-00126-NEV, Sections I, II, and III
- **Exhibit F** — Cost Proposal Form
- **Exhibit G** — Timber Operations Contract

EXHIBIT A — PROJECT MAP

Round Mountain 2026 Timber Operations | MTHP #2-23-00126-NEV | Nevada County, California

August 14, 2026

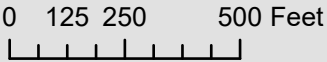
The map that follows shows the 40-acre 2026 thinning area, out areas excluded from treatment, the boundary of MTHP #2-23-00126-NEV, the seasonal road, and the fireline to be constructed along the southern and eastern boundaries of the unit. The unit lies in Section 19, Township 17 North, Range 9 East, MDBM.

Fireline locations shown on this map are referenced in Exhibit B, Section 2.5. Ground flagging and paint marking govern where this map and conditions on the ground differ; the flagging and paint guide is at Exhibit B, Section 9.

1 page follows.

Round Mountain 2026 Harvest

THP #2-23-00126-NEV
T17N R9E S19 MDBM
Nevada County, CA



- 2026 thinning area (40ac)
- Out area
- THP boundary
- Seasonal road
- Fireline to be constructed

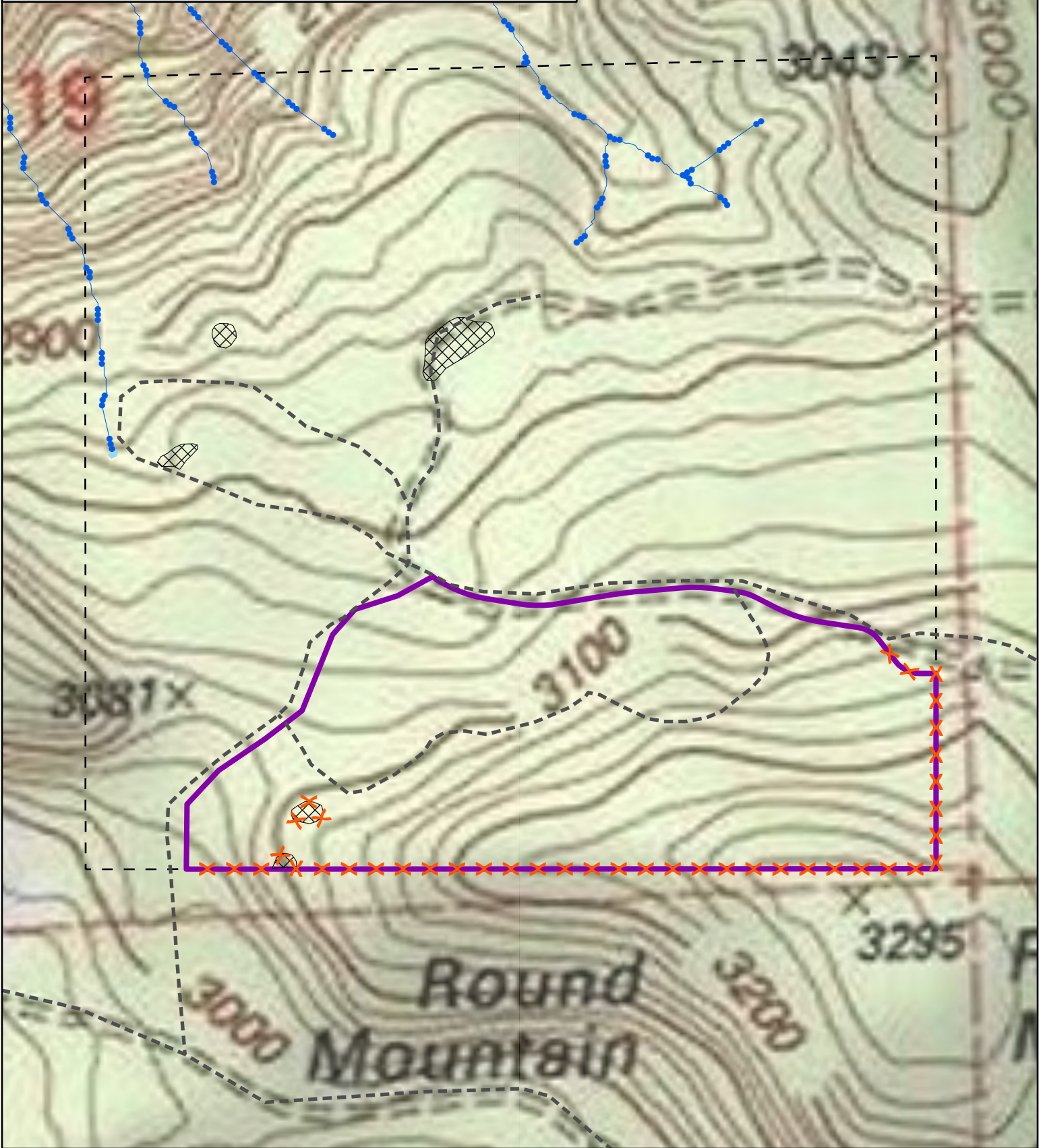


EXHIBIT B — SCOPE OF WORK

Round Mountain 2026 Timber Operations | MTHP #2-23-00126-NEV | Nevada County, California

August 14, 2026

This Scope of Work is Exhibit B to the Request for Proposals and Exhibit B to the resulting Timber Operations Contract. It is the single controlling description of the work. Where the term “Contractor” appears, it means the proposer during the solicitation and the Operator after award.

1. Project Area and Objectives

The project area is 40 acres of private forestland on Merrimas Way in Nevada County, California, Assessor’s Parcel Number 062-080-068, within Section 19, Township 17 North, Range 9 East, MDBM. See the Project Map, Exhibit A.

The intent of these forest management activities is to enhance ecosystem resilience and old growth forest characteristics, primarily through the recruitment of large, resilient trees. Resilience treatments aim to restore tree vigor by creating low densities characterized by little resource competition. This will be achieved by cutting trees of all size classes, merchantable and sub-merchantable, and brush, to create desired forest conditions and reduced fuel continuity. Mechanical operations will be followed by prescribed fire under a separate contract.

Timber operations shall be conducted under approved Modified Timber Harvest Plan (MTHP) #2-23-00126-NEV, Exhibit E. All provisions of the MTHP apply. The Contractor must hold a valid Licensed Timber Operator Class A license and be amended onto the plan before operations begin.

The property is gated. Gates shall remain locked at all times except during active hauling.

The property is subject to a recorded conservation easement held by Bear Yuba Land Trust, as amended. Requirements arising from that easement appear in Section 4 and are incorporated throughout this Scope of Work.

2. Harvest Approach

2.1 Marking and designation

All commercial trees over 10 inches DBH to be cut have been marked with a blue paint band at DBH and a downhill butt mark. Sub-merchantable trees under 10 inches DBH to be cut are designated by prescription; see Exhibit C. A sample area has been marked in orange paint to demonstrate the sub-merchantable material to be removed.

Only trees marked or designated as described above shall be cut. Cutting any unmarked tree over 10 inches DBH is a material breach, except where expressly permitted in Section 2.3 (trees cut to create pile openings, which must be approved and marked by the RPF beforehand) or Section 2.4 (hazard snags).

2.2 Merchantable material and delivery

Over 90 percent of the overstory standing timber volume is incense cedar. **Only incense cedar shall be cut and hauled as sawlogs.** All other marked commercial-sized trees, and any non-merchantable or cull sawlog-sized cedar, shall be treated in the same manner as slash and sub-merchantable material under Section 2.3.

The following volume of merchantable cedar sawlogs has been marked. Volumes are gross Scribner estimates provided for information only and are not guaranteed.

DBH Class	Incense Cedar Volume (BF)
10"–14"	4,176
14"–20"	32,800
20"–26"	17,702
26"+	10,868
Total	65,546

Destination. Sawlogs shall be delivered to **SPI Oroville**. Delivery is under a purchase order held by Yuba Watershed Institute; see Exhibit D and Section 2.6.

Log specifications. Logs shall meet the specifications of Exhibit D, including at minimum:

- Minimum length 10 feet; minimum diameter 6 inches; minimum 10 board feet; minimum 25 percent net.
- Small sort, 28-inch big end diameter: cut in 6-foot multiples wherever possible, at 12'6", 18'8", 25'0", 31'0" and 37'2", trim included.
- Large sort, incidental, 29-inch big end diameter and larger: cut to 33'0" or 16'6" wherever possible.
- All logs bucked clean and square at both ends and fully limbed, bucked to eliminate or minimize defects and deformities, and bucked to lengths specified by the mill's foresters.
- Decked logs at the landing shall be free of cull.

Metal. The Contractor shall check with a metal detector any log suspected of containing metal prior to shipment and shall not ship any log known or suspected to contain metal. Logs found at the mill to contain metal receive zero payment, and repeated occurrences can void the purchase order.

Branding. The Contractor shall brand logs on one end with [TBD] color paint using the brand [TBD] and shall mark the branded end with a [TBD] color paint dot as designated by the RPF. All logs at the landing shall be branded by the end of each working day. Branding paint will be furnished by the RPF.

Scale tickets. The Contractor shall deliver copies of all scale tickets and load receipts to the RPF within five business days of delivery.

Mill interruption. If the mill closes its yard, imposes a quota, ceases accepting cedar from this project, or the purchase order lapses, cutting operations shall halt until the RPF secures another outlet. Time lost to any such halt is addressed under Section 5 below. If a halt exceeds thirty (30) days, or if a replacement outlet materially changes haul distance, either party may request an equitable adjustment to the unit rates, as provided in Section 2.08 of the Contract.

2.3 Slash and pile construction

Slash, meaning branches, tops, sub-merchantable trees and brush, and excess downed material, shall be mechanically piled in the woods and at the landing(s). Piles shall be located in open areas within the unit where, if burned under prescribed conditions, burning would not be likely to scorch or kill residual trees.

Pile placement:

- At least 25 feet from the dripline of residual trees.
- At least 100 feet from property lines and from the edge of any adjacent untreated fuels, except where the RPF approves a lesser distance in writing.
- At least 200 feet from homes or structures.
- At least 100 feet from retained brush patches (Exhibit C).

Pile construction:

- Piles made within the unit, not at a landing, shall not exceed 60 feet in diameter.
- Piles shall be compact and free of soil and rock, with butt ends oriented toward the center.
- Each pile shall have an ignition area of not less than 5 feet by 5 feet covered with waxed paper placed over finer fuels such as small branches to allow easy ignition. Waxed paper will be furnished by the Contractor.

If natural openings are not available, additional trees may be cut to create openings. Any such tree must be approved and marked by the RPF before cutting.

2.4 Snags and downed wood

Retention. All snags over 10 inches DBH shall be retained except those marked with a blue paint band. The marking retains at least 3 snags per acre where they exist, consistent with the conservation easement. Dead trees under 10 inches DBH may be cut in accordance with Exhibit C.

Hazard snags. Consistent with the MTHP, a snag that poses a safety hazard to adjacent property, roads, or the operating crew may be felled at the discretion of the RPF or the Licensed Timber Operator. The Contractor shall notify the RPF promptly of any hazard snag felled. Felled hazard snags shall be left on site as downed wood and count toward the downed wood retention below.

Where the RPF designates snags for retention, preference is given to snags that are:

- a. located beyond striking distance from structures, roads, or parcel boundaries;
- b. free standing, meaning not supported by other trees;
- c. showing obvious signs of existing wildlife use, such as cavities, granaries, or nests;
- d. “hardened,” or in the initial stages of decay, and therefore likely to persist and less likely to cast embers or smolder; and
- e. not horizontally connected with the rest of the overstory canopy, meaning isolated snags.

At least 3 large downed logs per acre shall be retained where they exist, well distributed across the unit. Logs that are partially decomposing or partially submerged in the soil shall be left in place. Downed logs and non-merchantable cut snags over 18 inches in diameter shall be left in place, flush with the ground and not at risk of rolling, and count toward this retention.

Treatment of removed material. Snags and downed logs to be removed shall be treated as slash under Section 2.3. All downed material greater than 1 inch and less than 18 inches in diameter, including slash associated with retained logs and with cut snags over 18 inches, shall be treated as slash.

2.5 Fireline

Fireline shall be constructed along the southern and eastern property boundaries to facilitate future burning, in the locations shown on Exhibit A. Estimated quantity is approximately 3,610 feet.

Fireline shall be machine constructed except where the RPF directs hand construction because of site conditions. Hand-constructed fireline directed by the RPF is paid at the additive unit rate in the Cost Proposal Form.

- Fireline shall be constructed to bare mineral soil using the minimum disturbance necessary. Fireline shall not be excavated deeper than required to expose mineral soil.
- Machine line shall be one blade width, properly waterbarred per the MTHP, with bladed material pushed to the outside of the fire unit.
- Hand line shall be 3 feet in width, properly waterbarred per the MTHP, with moved material pushed to the outside of the fire unit.

2.6 Timber ownership and water

Timber ownership. Yuba Watershed Institute is the Timber Owner of record for this parcel, per Minor Deviation #2 to MTHP #2-23-00126-NEV, accepted by CAL FIRE on August 6, 2026.

Title to timber and logs does not pass to the Contractor at any time. YWI holds the mill purchase order, invoices the mill, receives all log revenue, and is responsible for the California timber yield tax and forest excise tax. **The Contractor’s unit prices are service rates and shall include no offset or credit for timber value.**

Deductions. Loads or portions of loads rejected or deducted by the mill for bucking, length, trim, missort, metal, or other defect attributable to the Contractor’s workmanship are at the Contractor’s cost, and YWI may offset those amounts against sums otherwise payable.

Deductions for natural defect not reasonably detectable by the Contractor at the time of bucking are at YWI's cost.

Water. The Contractor is responsible for providing water for dust abatement. No drafting site is available on site or permitted under the MTHP.

3. Sub-merchantable Thinning

Sub-merchantable thinning shall be performed in accordance with the Designation by Prescription guidelines at Exhibit C. The RPF will conduct compliance inspections and plots throughout operations. The Contractor is responsible for performing corrective work identified by the RPF where the work does not meet these guidelines.

4. Conservation Easement Requirements

The parcel is subject to a recorded conservation easement held by Bear Yuba Land Trust, as amended in 2023. The following easement provisions apply to this work and are Contractor obligations:

- **Snag retention.** Snags shall not be cut unless at least 3 snags per acre remain where they exist, together with a similar number of large fallen trees on the ground. See Section 2.4.
- **Large trees.** No live, healthy tree over 36 inches DBH shall be cut.
- **Silviculture.** No even-aged regeneration method shall be used.
- **Soils.** Heavy equipment use shall not occur under saturated soil conditions. Skidding shall be done with minimal impact to the soil, with activity kept to existing trails and roads as much as practicable.
- **Retention priorities.** Where the Contractor exercises any discretion in designating trees for retention, priority is, in decreasing order: (1) healthy, vigorous, disturbance-resistant trees, meaning those with good health, high live crown ratio, vibrant needle color, and continued growth; (2) wildlife trees, including snags being used by wildlife; (3) shade-intolerant species such as pine, with additional preference for retaining healthy sugar pine.

5. Work Sequence and Timing

Operations may begin on the date of the Notice to Proceed and **shall cease no later than February 28, 2027.**

- **Limited operating period.** No operations shall occur during the limited operating period for the California spotted owl, which runs from **March 1 through August 30, consistent with the U.S. Fish and Wildlife Service consultation for the adjacent BLM project. The completion date shall not be extended into that period under any provision of this Scope of Work or the Contract.**

- **Suspension and resumption.** If operations are suspended because of weather, wet or saturated soil conditions, Red Flag Warnings, a suspension ordered by YWI, a mill interruption under Section 2.2, or other circumstances beyond the Contractor's reasonable control, and the suspension prevents completion by February 28, 2027, the remaining work shall be suspended for the limited operating period and shall resume when the RPF confirms in writing, no earlier than the end of the limited operating period, that operations may recommence. The completion date is then extended to a date set by YWI in writing, not later than October 31, 2027. Unless YWI agrees otherwise in writing, the Contractor shall remove all equipment from the property before the limited operating period begins. Unit prices remain firm. Remobilization following a suspension that spans the limited operating period is compensated by written change order, in an amount not exceeding one half of the mobilization and demobilization lump sum. Full terms are in Section 2.19 of the Contract.
- **Notice.** The Contractor shall give the RPF written notice of each suspension under this Section within five business days of its onset and shall report the days lost.
- **Red Flag Warnings.** The Contractor shall stay apprised of Red Flag Warnings issued for the project area and shall cease all operations except hauling and landing activities during a Red Flag Warning. This is the sole rule governing work during Red Flag Warnings.
- **Absence.** The Contractor shall not be absent from the project for more than two consecutive weeks without the RPF's written permission and shall give the RPF one week's notice of any anticipated absence. Absences caused by weather or by a suspension under this Scope of Work are excepted but shall be coordinated with the RPF.

6. Communication and Coordination

The Contractor shall designate one foreman as the point of contact with the RPF. Proposals shall identify the individual proposed for this role.

The foreman shall report weekly to the RPF on project accomplishments by phone, text, or email, and shall be available to respond to calls and emails from the RPF. The foreman shall communicate project requirements to all crew members and shall pass along any modification to treatments or other instruction from the RPF to all crew members within one day. The foreman shall give the RPF at least three days' notice before moving to a new treatment area within the unit.

The Contractor shall notify YWI and the RPF immediately of any inspection, citation, notice of violation, or notice of non-compliance issued by CAL FIRE or any other agency in connection with this project.

7. Equipment

Equipment shall be selected to reduce ground disturbance. Tractor-based equipment and rubber tracks are preferred. Proposals shall describe equipment types in sufficient detail for evaluation, including make and model, wheeled versus tracked, type of wheels or tracks, and size.

Equipment shall be in good working order, free of leaks, and fitted with approved spark arresters. Equipment shall be cleaned prior to site entry to prevent the spread of invasive species and pathogens and shall be inspected by the RPF before entering the project site to confirm it is free of plant parts and mud.

8. General Conditions

The Contractor shall provide all labor, materials, equipment, transportation, insurance, permits, and licenses necessary to complete the work. The following conditions apply.

Sensitive resources. The Contractor shall immediately halt work and notify the RPF upon encountering special-status species, active nests, or cultural or archaeological resources. Wildlife shall be allowed to leave the area safely.

Notifications and work hours. The Contractor shall notify YWI and the RPF five working days before moving equipment onto the project, so that the landowner and neighbors can be notified. Work is limited to 7:00 a.m. to 6:00 p.m., Monday through Friday. Hauling outside these hours or on Saturday requires the prior written approval of YWI and the RPF.

Fuel and hazardous materials. The Contractor shall provide its own fuel and supplies and shall maintain spill containment kits on site. Refueling shall be done away from aquatic resources.

Fire prevention. The Contractor shall stay apprised of Red Flag Warnings and local weather forecasts and shall comply with Section 5. A fire watch patrol for one hour following the cessation of operations each day is required on any day the applicable industrial fire precaution level for the project area is C or higher. **The Contractor is responsible for staying apprised of the applicable precaution level**, which is the USFS Precautionary Action Level published for [Tahoe National Forest, zone to be confirmed by the RPF], and of Red Flag Warnings issued for the project area. The Contractor shall comply with all provisions of Public Resources Code sections 4427, 4428, 4429, 4431, and 4442, and all other applicable provisions, including the required fire tools and serviceable fire extinguisher on each piece of equipment.

Safety. The Contractor shall comply with all applicable Cal/OSHA requirements and shall maintain an Injury and Illness Prevention Program covering the work.

Soil and erosion control. Operations shall minimize soil disturbance. Heavy equipment use shall not occur under saturated soil conditions. Work shall cease where there is risk of erosion or compaction. Section II of the MTHP contains enforceable erosion and soil protection requirements.

Damage and repairs. The Contractor is responsible for repairing any damage it causes to roads, trails, gates, fences, culverts, or signage, restoring them to equal or better condition within ten days of notification. Two buried waterpipes in the project area have been centerline flagged in purple to the best of the landowner's knowledge and are stated to be two feet below ground. Damage to these shall be repaired by the Contractor.

Safety measures. The Contractor shall post warning signs or road guards where necessary and shall take reasonable precautions to avoid injury to the public.

Cleanup. The Contractor shall maintain a clean worksite, remove trash daily, and leave no waste on the ground.

Compliance. The Contractor shall comply with all applicable federal, state, and local laws, the MTHP, and the conservation easement requirements in Section 4.

Inspections. YWI and the RPF will conduct inspections to confirm compliance. Inspections do not relieve the Contractor of responsibility for quality control. Inspections for payment occur only on completed items.

9. Flagging and Paint Guide

Flagging / Paint Type	Designation
Pink flagging	Unit boundary
Blue paint band	Cut tree (commercial, over 10" DBH) or snag designated for cutting
Orange paint	Sample mark: sub-merchantable material to be removed (sample area only)
Orange and white striped, printed "Special Treatment Zone"	Equipment Limitation Zone (ELZ)
Orange flagging printed "Skid Trail"	Approved crossing of an ELZ
Purple flagging	Buried domestic waterline

10. Exhibits

- **Exhibit A** — Project Map
- **Exhibit B** — Scope of Work (this document)
- **Exhibit C** — Sub-merchantable Thinning Designation by Prescription Guidelines
- **Exhibit D** — SPI Purchase Order and Log Specifications
- **Exhibit E** — MTHP #2-23-00126-NEV, Sections I, II, and III

EXHIBIT C — SUB-MERCHANTABLE THINNING

Designation by Prescription Guidelines | Round Mountain 2026 Timber Operations

August 14, 2026

This Exhibit is part of the Scope of Work (Exhibit B) and is incorporated into the Request for Proposals and the resulting Timber Operations Contract.

1. Intent

The intent of forest management activities on these lands is to enhance ecosystem resilience and old growth forest characteristics, primarily through the recruitment of large, resilient trees. Resilience treatments aim to restore tree vigor by creating low densities characterized by little resource competition.

Sub-merchantable material, meaning trees under 10 inches DBH, is not individually marked. It is designated by the prescription in Section 3 below.

2. Sample area and inspections

A sample area has been marked in orange paint to demonstrate the sub-merchantable material to be removed. Orange paint appears only in the sample area; elsewhere the prescription governs. Attendance at the pre-proposal field meeting, where the sample area is walked, is mandatory.

The RPF will conduct compliance inspections and plots throughout operations to confirm the prescription is being met. The Contractor is responsible for performing corrective work identified by the RPF where completed work does not meet these guidelines. Corrective work of this kind is at no additional cost, consistent with Section 2.05 of the Contract.

3. Prescription

- **Within driplines.** Remove small-diameter trees (under 10 inches DBH) and brush from within the dripline of vigorous and healthy dominant, codominant, and intermediate trees.
- **Spacing in gaps.** Where no dominant or codominant overstory is present, thin the intermediate size class to an average of 15 feet between the stems of leave trees, **measured stem to stem.** Spacing shall be non-uniform, arranged with clumps of two to four trees and interspersed gaps rather than an even distribution.

- **Dead trees.** Remove dead trees under 10 inches DBH. Snags 10 inches DBH and larger are governed by Exhibit B, Section 2.4.
- **Hardwoods.** Thin oaks and sprouting hardwoods only where they constitute a ladder fuel to overstory trees.
- **Brush retention.** Retain untreated brush patches totaling approximately 1 acre, about 2 to 3 percent of the unit, in patches of one quarter to one half acre. Favor dense, tall shrub cover. Patches shall be located outside the driplines of leave trees and at least 100 feet from planned pile locations. Patch locations shall be selected by the Contractor subject to the RPF's approval, or flagged by the RPF before operations.
- **Species not to be cut.** Within the sub-merchantable class, the following shall not be cut at any size: **sugar pine, Douglas-fir, dogwood, and any riparian hardwood species.**

4. Retention priorities

Where the Contractor exercises discretion in choosing which stems to retain, priority is, in decreasing order:

1. Healthy, vigorous, disturbance-resistant trees, meaning those exhibiting good health, high live crown ratio, vibrant needle color, and continued growth;
2. Wildlife trees, including snags being used by wildlife;
3. Shade-intolerant species such as pine, with additional preference for retaining healthy sugar pine.

These priorities are drawn from the conservation easement encumbering the property and are compliance obligations, not preferences. See Exhibit B, Section 4.

5. Related requirements

- No live, healthy tree over 36 inches DBH shall be cut.
- Heavy equipment use shall not occur under saturated soil conditions.
- Snag and downed wood retention standards are in Exhibit B, Section 2.4.
- Slash and pile construction requirements are in Exhibit B, Section 2.3.

EXHIBIT D — SPI PURCHASE ORDER

and Log Specifications | Round Mountain 2026 Timber Operations

August 14, 2026

Sierra Pacific Industries Purchase Log Confirmation PO-18-2026006, Sale Name ROUND MTN '26, Sale No. 18-1657. Seller of record is Yuba Watershed Institute. Effective date August 1, 2026; expiration date November 15, 2026. Destination for all sawlogs is SPI Oroville. YWI expects SPI to extend the purchase order for the duration of operations; see the Request for Proposals, Section I.

The purchase order states the sorts, rates, minimum log specifications, scaling basis and SPI's standard terms and conditions. Title to timber and logs remains with Yuba Watershed Institute at all times, and the Contractor's unit prices are service rates that include no offset or credit for timber value. See Exhibit B, Sections 2.2 and 2.6, and Section 2.08 of the Contract at Exhibit G.

The estimated volume shown on the purchase order is SPI's own figure and is not the marked volume. The marked volume is stated in Exhibit B, Section 2.2. Neither figure is guaranteed.

Where the log specifications in this exhibit are stricter than those restated in Exhibit B, this exhibit governs, per Section 2.28 of the Contract.

3 pages follow.



Sierra Pacific Industries
Purchase Log Confirmation

PO-18-2026006

Sale Name: ROUND MTN '26

Sale No.: 18-1657

Effective Date: 08/01/2026

Expiration Date: 11/15/2026

Renewal Freq: N/A

Seller: Yuba Watershed Institute

Vendor: 93603-001

Address: PO Box 2198

Phone: (530)955-1822

Nevada City, CA 95959-1944

Fax:

Email: chris@yubawatershedinstitute.org

Permit/Contract#: 2-23-126-NEV

Brand:

Paint Color:

Timberland Owner (if different than Seller): Unknown/Mult/No Land Owner

Forest Certification Program: ☐ SFI ☐ ATF ☐ CSA ☐ FSC ☒ Non Certified

Seller transfers certification credits with the sale of logs.

Estimated Volume:

PP	SP	WF	DF	IC	OC	Total (Nmbf)	Other (GTon)	Other (BDTon)
				73		73		

Rates:

Destination	Sort	Species	Grade	Diameter	Length	Rate	Measure
SPI OROVILLE	GM	IC	MER	29"+LED	ALL	400.00	NMBF
SPI OROVILLE	SM	IC	MER	28"-LED	ALL	485.00	NMBF

Minimums, Sample Scaling Frequencies and Other Conditions:

SPI OROVILLE Minimums: Len-10', Dia-6", Bft-10', Net-25%; Scale Freq: MX-100%

Purchase Agreement is for the following: SM IC delivered to Oroville (28" - Big End Diameter), cut in 6' multiples wherever possible 12'6", 18'8", 25'0", 31'0" and 37'2" (trim included). Also, incidental GM IC delivered to Oroville (29" + BED), cut to 33'0" or 16'6" wherever possible.

Qualified Logging Professional(s)? Check One: ☐ Yes ☐ No

Chris Friedel
Seller

Aug-05-2026
Date

Ryan McKillop
Sierra Pacific Industries

Aug-04-2026
Date

LF:AutoScan-PA

STANDARD TERMS AND CONDITIONS

1. This agreement may be terminated by Sierra Pacific Industries ("SPI") upon two (2) days prior notice.
2. Logs shall be free and clear of any and all liens or encumbrances and manufactured as follows: (a) Bucked clean and square at both ends and fully limbed; (b) bucked to lengths as specified by SPI Foresters; and (c) bucked to eliminate or minimize defects and deformities.
3. Payment shall be made to Seller by the 10th and 25th of each month, for logs scaled during the previous one-half calendar month, based upon net merchantable log scale as determined by SPI and/or Bureau scalers at SPI's facilities. Log scale data shall be processed by SPI.
4. SPI shall provide Seller with printouts of log scale on a timely basis.
5. SPI may limit delivery rate consistent with prudent operation of its manufacturing facility upon two (2) days' written notice to Seller.
6. Seller shall indemnify and hold harmless the SPI Indemnitees (as defined below) from and against all claims, liabilities, losses, damages or expenses arising out of or relating to all acts, failures to act or other conduct of Seller (or Seller's employees, agents, representatives, independent contractors, material and equipment suppliers and any other entity or individual for whom Seller is responsible), including claims, liabilities, losses, damages or expenses arising out of or relating to the active negligence or other fault of any one or any combination of the SPI Indemnitees, regardless of any one or any combination of the SPI Indemnitees' percentage of fault. However, Seller shall not be obligated to indemnify and hold the SPI Indemnitees harmless for claims, liabilities, losses, damages or expenses arising out of the willful misconduct of any one or any combination of the SPI Indemnitees or in cases where the claim arises from any one or any combination of the SPI Indemnitees' sole negligence. Seller shall reimburse the SPI Indemnitees for their attorneys' fees and other legal costs within thirty (30) days after receipt of reasonable documentation of such attorneys' fees and other legal expenses from the SPI Indemnitees, unless and until the entry of a final judgment in favor of Seller and against any one or any combination of the SPI Indemnitees determining that the claims, liabilities, losses, damages or expenses were caused by the sole negligence or willful misconduct of any one or any combination of the SPI Indemnitees. This indemnity provision is not intended to and shall not in any way limit the extent of any insurance coverage available to any of the SPI Indemnitees under any insurance policy purchased and maintained by Seller (even coverage for any one or any combination of the SPI Indemnitees' sole active negligence). "SPI Indemnitees" shall mean SPI and its successors, assigns, officers, directors, employees, agents, representatives, subsidiaries and affiliates.
7. Title to the logs and/or chips shall pass at point of acceptance and SPI will not be responsible for any shortages occurring thereafter. SPI agrees to domestically process any logs purchased pursuant to this agreement.
8. Seller is responsible for paying all applicable Yield Tax and Forest Excise Tax.
9. Seller warrants that it is in compliance with all State and Federal regulations at the time this agreement was executed. Seller shall provide SPI copies of any inspection, citation, notice of violation or non-compliance and breach of contract issued to Seller or to Owner by any State, Federal or Local Authority having jurisdiction over conduct of operations that occur during the term of this agreement.
10. Upon mutual agreement, SPI's trucks may haul all or a portion of the logs to be purchased under this agreement. SPI will deduct agreed haul cost from delivered log payments.
11. By his/her signature Seller acknowledges receipt of information on Best Management Practices under the SFI 2022 Standards Rules. Seller agrees to utilize Qualified Logging Professionals, where reasonably practicable, who have completed a training program recognized by the SFI Implementation Committee.
12. Metal: (a) All logs suspected of containing metal will be checked with a metal detector by Seller prior to shipment. If any metal is found in logs delivered by Seller at the sawmill, visible or not, the entire log will be graded "G4" for zero payment. (b) Repeated metal found in logs, mis-manufacture of logs or missorted delivery of logs may render this agreement void upon two (2) days notice to Seller.
13. Miscellaneous: (a) This agreement supersedes all prior discussions and agreements between Seller and SPI with respect to all the terms and conditions herein, and constitutes the sole and entire agreement between the parties. If any action is commenced to enforce the terms and conditions of this agreement, the prevailing party shall be entitled to recover all costs of such litigation, including reasonable attorneys' fees, experts' fees and court costs. (b) This agreement may be executed in several counterpart originals each of which will have the same force and effect as an original of this agreement. (c) This agreement shall not be orally changed or modified. No modification or waiver of any provision hereof shall be valid unless in writing and signed by a party against whom it is to be enforced. (d) Seller and SPI acknowledge this agreement has been negotiated at arms' length and has reviewed this agreement and has been extended an opportunity to have legal counsel review and revise this agreement. No rule of construction that ambiguities are to be resolved against the drafting party shall be employed in interpretation of this agreement. (e) Seller shall not assign any right(s) or duty(s) under this agreement without first obtaining from SPI written consent for such assignment. Any violation of this provision shall be deemed null and void. (f) This agreement shall be governed by the laws of the State of California, without giving effect to its choice of law rules.
14. FSC Controlled Wood Requirements Seller verifies that the timber or logs sold comply with the FSC Controlled Wood Standard regarding illegally harvested wood, wood harvested in violation of traditional and civil rights, wood harvested in forests where high conservation values are threatened by management activities, wood harvested in forests being converted to plantations or non-forest use, and wood from forests in which genetically modified trees are planted.



Sierra Pacific Industries

Forestry Division * P.O. Box 496014 * Redding, California 96049-6014
Phone (530)378-8000 * Fax (530)378-8139

Dear Supplier:

Sierra Pacific Industries is certified under the Sustainable Forestry Initiative (SFI) for all of its lands, sawmills, and remanufacturing facilities. We also have a Chain of Custody certificate under SFI as well as a Chain of Custody certificate under the Programme for the Endorsement of Forest Certification schemes (PEFC). Under these standards we must verify that the raw material we purchase either for our sawmills or remanufacturing plants did not originate from Controversial Sources. Controversial Sources are those sources of raw material that are not in compliance with these standards:

- a. Forest activities which are not in compliance with applicable state, provincial, federal, or international laws.
- b. Forest activities that are contributing to regional declines in habitat conservation and species protection (including biodiversity and special sites, Alliance for Zero Extinction sites and key biodiversity areas, threatened and endangered species).
- c. Conversion sources originating from regions experiencing forest area decline.
- d. Forest activities where the spirit of the International Labour Organization (ILO) Declaration on Fundamental Principles and Rights at work (1998) are not met.
- e. Forest activities where the spirit of the United Nations Declaration on the Rights of Indigenous Peoples (2007) are not met.
- f. Fiber sourced from areas without effective social laws.
- g. Illegal Logging including trade in CITES (The Convention on International Trade in Endangered Species of Wild Fauna and Flora) listed species.
- h. Conflict Timber.
- i. Genetically modified trees via forest tree biotechnology.

You have not sold us material from Controversial Sources in the past, and we have no expectation that you would in the future. However, the SFI and PEFC rules require us to have a current signed statement from you verifying that lumber sold to SPI did not originate from Controversial Sources. Thus, we are requesting that you sign this letter and return it to us stating that raw material your firm sells to SPI complies with that requirement. By having a copy of your declaration we will be in a position to verify to our auditors that we are meeting the standard.

We value your business and commitment to the SFI and PEFC programs and ask that you sign and return this letter for our records. Thank you.

Yuba watershed Institute

By signing below, I certify that none of the wood products sold to Sierra Pacific Industries

by Chris Friedel comes from ~~Controversial~~ Sources.

Signature of Responsible Person

Date

EXHIBIT E — MODIFIED TIMBER HARVEST PLAN

MTHP #2-23-00126-NEV, Sections I, II, and III

August 14, 2026

Round Mountain Modified Timber Harvest Plan, harvest document 2-23-00126-NEV, prepared by Katherine Benedict, RPF #3138, and approved by the California Department of Forestry and Fire Protection. All provisions of the MTHP apply to operations under this solicitation, and the Contractor must be amended onto the plan before operations begin (Exhibit B, Section 1).

Reproduced here are Sections I, II and III of the approved plan, being pages 1 through 60 of the compiled plan document. Section V attachments, the plan's confidentiality cover sheet, and the Registered Professional Forester's review-response correspondence are not reproduced. The confidential archaeological addendum is withheld from public disclosure by law and is not included. The complete plan record is available from Yuba Watershed Institute on request.

Personal contact information has been redacted from Items 4 and 5 of Section I: the home addresses, telephone numbers, email addresses and signatures of the plan's timber owners and plan submitter. The plan covers 159 acres under multiple timber owners, and the plan map designates which parcels each owns. Nothing bearing on the work required by this solicitation has been removed. The unredacted plan is a public record available from CAL FIRE.

Minor Deviation #2 (AM#2 — Change of Timber Owner), accepted by CAL FIRE on August 6, 2026, amended the plan to make Yuba Watershed Institute the Timber Owner of record for the Donaldson and Mallgren ownerships. That deviation is not reproduced in this exhibit; Section I as printed here shows the Timber Owners of record as of plan approval in 2023. A copy of the accepted deviation is available from Yuba Watershed Institute on request.

60 pages follow.

TIMBER HARVESTING PLAN

FOR ADMIN. USE ONLY
1. NEU 8. ZIEBRON
2. FG-2 9. _____
3. WQ-5 10. _____
4. CP-NEV 11. _____
5. CGS 12. _____
6. RT 13. _____
7. _____ 14. _____

STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY
AND FIRE PROTECTION
RM-63 (06-2018)

THP Name: Round Mountain

FOR ADMIN. USE ONLY
THP No. 2-23-00126 NEV
Date Rec'd: 9/15/2023
Date Filed SEP 21 2023
Date Approved NOV 02 2023
Date Expires NOV 01 2028

- If this is a **MODIFIED THP** ☒ [X]
- Is this a **MODIFIED THP for FUEL HAZARD REDUCTION** ☐ []
If THP is any one of the modified types above complete appropriate modified checklists at end of general section

Extension: [] Am # _____

This Timber Harvesting Plan (THP) form, when properly completed, is designed to comply with the Forest Practice Act (FPA) and Board of Forestry and Fire Protection rules. All rule references are from Title 14 CCR; when cited, the form text will only make reference to the rule number itself. The THP is divided into six sections. See separate instructions for information on completing this form. **NOTE: The form must be printed legibly in ink or typewritten, an online version is available at _____.** Additional space may be inserted, as needed, to provide required information. Please distinguish answers from questions by *font change*, **bold** or underline.

SECTION I - GENERAL INFORMATION

This THP conforms to my/our plan and upon approval, I/we agree to conduct harvesting in accordance therewith. Consent is hereby given to the Director of Forestry and Fire Protection, and his or her agents and employees, to enter the premises to inspect timber operations for compliance with the Forest Practice Act and Forest Practice Rules.

1. REGISTERED PROFESSIONAL FORESTER:

RPF Signature: Katherine Benedict Lic. No. 3138 Date 9/15/23
RPF Printed Name: Katherine Benedict Phone (530) 615-4067
Address 111 Bank Street #418 City Grass Valley State CA Zip 95945
Email: kbenedict@frstcorp.com

2. LICENSED TIMBER OPERATOR(S): Name Unknown Lic. No. _____

(If unknown, so state. You must notify CAL FIRE, by amendment, of LTO prior to start of operations)

Address _____
City _____ State _____ Zip _____ Phone _____
Email: _____
Signature: _____

RECEIVED

By Redding Forest Practice at 1:14 pm, Sep 15, 2023

Per 1035.3, As the LTO listed above I acknowledge responsibility for the following:

- Sign the Plan and major amendments to the Plan, or sign and file with the Director a facsimile of such Plan or amendments, agreeing to abide by the terms and specifications of the Plan. This shall be accomplished prior to implementation of the following: which the affected LTOP has responsibility for implementing:
 - Those operations listed under the Plan and
 - Those operations listed under any amendments proposing substantial deviations to the plan
- Inform the responsible RPF or plan submitter, either in writing or orally, of any site conditions which in the LTO's opinion prevent implementation of the approved Plan including amendments.
- Keep a copy of the applicable approved Plan and amendments available for reference at the site of active Timber Operations. The LTO is not required to possess any confidential addenda to the Plan such as the Confidential Archaeological Addendum, nor is the LTO required to keep a copy of such confidential Plan addenda at the site of active Timber Operations.
- Comply with all provisions of the Act, Board rules, the applicable approved Plan and any approved amendments to the Plan.
- An LTO shall not be held responsible for Forest Practice Rule violations that result from work required of and/or performed by an RPF, under Board rules, that is determined by the Director to be inaccurate or inadequate.

- (f) Provide the RPF responsible for professional advice throughout the timber operations an on-site contact employee authorized by the LTO to receive RPF advice.
- (g) Keep the RPF responsible for professional advice throughout the timber operations advised of the status of the operation activity.
 - 1) Within five days before, and not later than the day of the start-up of a timber operation, the LTO shall notify the RPF of the start of timber operations.
 - 2) Within five days before, and not later than the day of the shutdown of a timber operation, the LTO shall notify the RPF of the shutdown of timber operations.
- (h) Upon receipt of written notice of an RPF's decision to withdraw professional services from the plan, the LTO or on-site contact employee shall cease timber operations, except for emergencies and operations needed to protect water quality, until the LTO has received written notice from the plan submitter that another RPF has visited the plan site and accepts responsibility for providing advice regarding the Plan as the RPF of record.
And to:
 1. Attend the on-site meeting to discuss archaeological site protection with the RPF or supervised designee familiar with on-site conditions.
 2. Inquire with the plan submitter, timberland owner, or their authorized agent, RPF who wrote the plan, or the supervised designee familiar with on-site conditions, in order to determine if any mitigation measures or specific operating instructions are contained in the Confidential Archaeological Addendum or any other confidential addendum to the plan.
 3. Be responsible for the work of his or her employees and familiarize all employees with the intent and details of the operational and protection measures of the Plan and amendments that apply to their work.

Note: This MTHP has multiple Timberland Owners; the MTHP map designates which parcels are owned by each Timberland Owner.

3. TIMBERLAND OWNER(S) OF RECORD: Name Robin Mallgren & Janaia Donaldson
 Address 842 Autumn Creek Court
 City Tracy State CA Zip 95377 Phone 530-265-4244
 Email: janaia@yubagals.com
 Signature: Janaia Donaldson

TIMBERLAND OWNER(S) OF RECORD: Name Michael Meletiou
 Address 15504 Lone Bobcat Way
 City Nevada City State CA Zip 95959 Phone 15309131625
 Email: 32jgeorge@gmail.com
 Signature:  (Jul 15, 2023 17:38 EDT)

As the Timberland Owner(s) listed above I acknowledge responsibility for the following:

- (1) Achieve adequate stocking of the prescription area as described in the plan and 14 CCR 932.7.
- (2) Pursuant to 14 CCR 934.6 and 14 CCR 1050: Waterbreaks and other erosion control structures must be maintained to remain functional in controlling the flow of runoff during the maintenance period (usually one year). The Director may recommend that this period be increased to three years. The LTO is responsible for proper construction, inspection, and maintenance of erosion control structures during the prescribed maintenance period until the Director approves a work completion report. The landowner is responsible for inspection and maintenance of these structures and any repairs if needed during the remainder of the prescribed maintenance period as needed, to comply with 14 CCR 1050. Responsibility for erosion control maintenance may be assumed at an earlier date by the landowner or can be delegated to a third party, providing that the assuming party acknowledges such responsibility in writing to the Director.
- (3) Pursuant to 14 CCR 943.5, 943.7, and 943.9(u): All roads including erosion control structures, crossings, etc. shall be maintained to provide adequate drainage of the road surface in a manner that will not degrade the beneficial uses of water for a period of at least one year. The Director may recommend that this period be increased to three years.
- (4) Pursuant to 14 CCR 935.1(d), Undisturbed areas or energy dissipators shall be used to control and disperse concentrated runoff from roads, landings, tractor roads, firebreaks, and erosion control facilities where it flows into site preparation areas. Erosion control structures must be maintained to remain functional in controlling the flow of runoff during the maintenance period.
- (5) Pursuant to 14 CCR 1042: Any change in ownership of land must be reported to the Director if such a change occurs after a THP has been filed but before a completion report of satisfactory stocking is issued by the Director. It shall be the responsibility of the timberland owner listed in the plan to notify the Director of a change in timberland ownership.

Also, before the passage of title, it shall be the responsibility of the seller to notify the purchaser of the timberland of their responsibility for compliance with the stocking standards of the Act and the Rules of the Board of Forestry.

Note:

4. TIM

Address

City

Email:

Signature

els a

T

Address

City

Email

Signature

NOTE: The Timber Owner is responsible for payment of a yield tax. Per State of California Revenue and Taxation Code sections 38104 and 38115. Timber Yield Tax information may be obtained at: Timber Tax Section, MIC: 60, California Department of Tax and Fee Administration, P.O. Box 942879, Sacramento, California 94279-0060. Phone 1-800-400-7115 OR 1-916-274-3330. For Timber Tax information, please see our website at: www.boe.ca.gov/proptaxes/timbertax.htm.

As the Timber Owner listed above I acknowledge responsibility for the following:

- (1) Pursuant to PRC 4585, (a) within one month after completion of the work described in the timber harvesting plan, excluding work for stocking, site preparation, or maintenance of drainage facilities and soil stabilization treatments on skid trails, roads, and landings after the plan period, a report shall be filed by the timber owner or the owner's agent with the department that all work, except stocking, site preparation, or maintenance of drainage facilities and soil stabilization treatments, has been completed. (b) If all of the work described in the plan has not been completed, a report may be filed annually with respect to a portion of the area covered by the plan which has been completed. The portion completed shall be adequately identified on a map submitted with the report.
 - (2) Pursuant to PRC 4587, (a) within five years after completion of timber operations on an area identified in a report submitted pursuant to Section 4585 or nonindustrial timber harvest notice, a report of stocking with respect to that area shall be filed by the timber owner or the owner's agent with the department. A separate report of stocking may be filed with the work completion report for those areas which meet stocking requirements upon completion of timber operations.
 - (3) Responsibility for payment of a yield tax.
5. PLAN SUBMITTER(S): Name See Timberland Owner above (item #3), ref. 14 CCR §1090.2(e)

The submitter is the person who owns, leases, contracts, or operates on timberland. If the submitter is not identified in (2), (3), or (4) above, an explanation of his/her authority to submit the plan should be provided in Section III, (1022.7(a) and 1024(e)).

One plan submitter,
Janaia Donaldson as per
phone call on 9/15/2023

- (a) Ensure that an RPF conducts any activities which require an RPF
- (b) Provide the RPF preparing the plan or amendments with complete and correct information regarding pertinent legal rights to, interests in, and responsibilities for land, timber, and access as these affect the planning and conduct of timber operations.
- (c) Sign the THP certifying knowledge of the plan contents and the requirements of this section.

- (d) (1) Retain an RPF who is available to provide professional advice to the LTO and timberland owner upon request throughout the active timber operation regarding:
 - (A) the plan,
 - (B) the Forest Practice Rules, and
 - (C) other associated regulations pertaining to timber operations.
- (e) Within five (5) working days of change in RPF responsibilities for THP implementation or substitution of another RPF, file with the Director a notice which states the RPF's name and registration number, address, and subsequent responsibility for any RPF required fieldwork, amendment preparation, or operation supervision. Corporations need not file notification because the RPF of record on each document is the responsible person.
- (f) Provide a copy of the portion of the approved THP and any approved operational amendments to the LTO containing the information deemed by the RPF to be necessary for timber operations.
- (g) Notify the Director prior to commencement of site preparation operations. Receipt of a burning permit is sufficient notice.
- (h) Disclose to the LTO prior to the start of operation, through an on-the-ground meeting, the location and protection measures for any archaeological or historical sites requiring protection if the RPF has submitted written notification to the plan submitter that the plan submitter needs to provide the LTO with this information.

And per 1035.4, it is the Plan Submitter's responsibility to notify the appropriate CDF Ranger Unit Headquarters, Forest Practice Inspector, or other designated personnel of the start of timber operations by phone or mail. Notification shall be given each calendar year, within fifteen days prior to, and no later than the day of the start up of timber operations.

I have read and understand my responsibilities as Plan Submitter as described under 14 CCR 1035. I certify that I have fulfilled my legal obligation as stated in the Forest Practice Rules, and agree to fulfill my responsibility as the plan submitter as it pertains to this plan. In addition to these responsibilities, I agree to:

1) Provide the LTO with a copy of the THP.

6. ON-SITE CONTACT: Name Same as LTO

List person to contact on-site who is responsible for the conduct of the operations. If unknown, so state; name must be provided for inclusion in the THP prior to start of timber operations.

Address _____

City _____ State _____ Zip _____ Phone _____

Email: _____

ITEM #7 LOCATION OF TIMBER OPERATIONS

a. Legal Description						
Meridian	Township	Range	Section	Acreage	Assessor's Parcel Number	County
 MDBM 	 17N 	 9E 	 19 	 159 		 Nevada
			 TOTAL AC 	 159 		

FOREST DISTRICT

b. Forest District			
☐	COAST FOREST DISTRICT	☐	Tahoe Regional Planning Authority Jurisdiction
☐	Southern Sub District of the Coast Forest District	☐	A County with Special Regulations
☐	SOUTHERN FOREST DISTRICT	☐	Coastal Zone, no Special Treatment Area (STA)
☐	High use Sub District of the Southern Forest District	☐	STA(s): Type: Identify:
☒	NORTHERN FOREST DISTRICT	☐	Other:

c. CALWATER PLANNING WATERSHED		
Name	Watershed identification Number	CALWATER Version
 Rock Creek 	 5517.320303 	 V2
 Meyers Ravine 	 5517.320302 	 V2

d. WATERSHED (ASP, 303D)			
☐	ASP Watersheds	☒	Non ASP Watersheds
☐	Upstream of ASP Watersheds	☒	303d Watersheds
☐	Exempt from ASP Watershed Rules Reason Exempt:		Reason listed: Within the Meyer's Ravine watershed, the South Yuba River is listed for Chromium, Mercury, Copper, Temperature, and Iron. Within the Rock Creek watershed, Rock creek is listed for pH. Neither of these watercourses flow through the Plan area.

e. USGS QUADRANGLE	
Name	Date
 Nevada City 	 1995

ITEM #8**MODIFIED THP REQUIRED CONDITIONS AND MITIGATIONS**

a. Modified THP	
1. ☒ Yes ☐ No	Is this THP submitted as a modified THP per 14 CCR § 1051
2. ☐ Yes ☒ No	Is this THP submitted as a modified THP for Fuel Hazard reduction per 14 CCR § 1051.3

b. Timberland Conversion	
1. ☐ Yes ☒ No	Has a Timberland Conversion been submitted?
	• Permit Number: _____ (if known) or • Expected approval date: _____
2. ☐ Yes ☒ No	Has a Timberland Conversion been approved?
	• Permit Number: _____ • Approval date: _____ • Expiration date: _____

c. Demonstration of Maximum Sustained Production (MSP) per 14 CCR § 913.11 (93.11, 953.11).	
MSP OPTION	
☐ (a)	THP Number Option (a) is approved under: _____
	Date Approved: _____
☐ (b)	Has a Sustained Yield Plan been approved?
	• SYP number: _____ • Date Approved: _____
	Has a Sustained Yield Plan been submitted but not approved?
	• SYP number: _____ • Date Submitted: _____
☒ (c)	

d. Conservation Easements / Landowner Assistant programs	
1. ☒ Yes ☐ No	Is there a conservation easement, existing, for any of the plan area?
	If "YES" provide • Conservation Easement Name: <u>Round Mountain I, II, III, & IV</u> • Who is the easement grantee: (Who holds the easement) <u>Bear Yuba Land Trust</u>
2. ☐ Yes ☒ No	Is a Conservation Easement proposed or waiting approval for any portion of the plan area?
3. ☒ Yes ☐ No	Are there any land owner assistance programs associated for any portion of the propose plan area?
	If "YES" indicate what land assistance program it is and associated identifying document number and/or name of project. <i>There is an NRCS EQIP project in portions of the Plan Area (EQIP project #7491042028K).</i>

e. Habitat Conservation Plans (HCP) / Natural Communities Conservation Plans (NCCP)	
1. ☐ Yes ☒ No	Is any portion of the ownership covered by a Habitat Conservation Plan?
☐	Aquatic
☐	Terrestrial
2. ☐ Yes ☐ No	
3. ☐ Yes ☐ No	

ITEM #9 Prescribed Maintenance Period	
a. ☒ Yes ☐ No	Will the Licensed Timber Operator be employed for the construction and maintenance of roads and landings during the conduct of timber operations?

	If "NO" identify who will be responsible and provide a contact phone number.
	Contact name:
	Phone number:
b. ☒ Yes ☐ No	Will the Licensed Timber Operator be responsible for erosion control maintenance after timber operations have ceased and until a work completion report has been certified by the department? If "NO" include a written agreement per 14 CCR 1050(c). Timberland Owner acknowledgement form contains the necessary information and can be included as the written agreement NOTE: Prescribed maintenance periods: • Outside ASP watersheds maintenance period is one year but can be extended 3 years at the Departments discretion. • ASP watersheds the maintenance period is three years Other activities such as stocking, that require the use of roads, crossings, or other features requiring erosion control shall be maintained during that activity even after the prescribed maintenance period has ended.
c. ☒ Yes ☐ No	Is it anticipated timber operations will commence on the date of THP conformance as approved by the Department? If "NO" provide an expected date of commencement of timber operations: DATE _____
d. ☒ Yes ☐ No	Is it anticipated timber operations will be completed within 5 years from the date of THP conformance? If "NO" provide the expected date timber operations will be completed: DATE _____

ITEM #10 Stocking Adjacent Plans	
a. ☐ Yes ☒ No	Is there a THP on file with CAL FIRE for any portion of the plan area for which a Report of Satisfactory Stocking has not been issued by CAL FIRE? If "YES" provide THP Number: _____
b. ☐ Yes ☒ No	Is there a contiguous even aged unit with regeneration less than five years old or less than five feet tall? If "YES" provide explanation per 14 CCR 913.1 (933., 953.1)(a)(4)

ITEM #11 Responsibilities / Notifications	
a. ☒ Yes ☐ No	RPF has notified the Plan Submitter, in writing, of their responsibilities pursuant to 14 CCR 1035 of the Forest Practice Act and Rules. Plan submitter acknowledgement form may be attached at the end of this section. See above signature for Item #5.
b. ☒ Yes ☐ No	RPF has notified the timber owner and the timberland owner of their responsibilities for compliance with the Forest Practice Act and Rules and the prescribed maintenance periods and maintenance of erosion control structures. Timberland owner and Timber owner acknowledgment forms may be attached at the end of this section. See above signature for Item #3 and 4.
c. ☒ Yes ☐ No	RPF will provide the timber operator with a copy of the portions of the approved THP as listed in 14 CCR 1035(f). If "NO" who is responsible to provide the LTO a copy of the approved THP?

	Who will meet with the LTO prior to commencement of operations to advise of sensitive conditions and provisions of the THP per 14 CCR 1035.2. ☐ RPF ☐ Supervised Designee ☒ Both ☐ Other: Additional information:
d. ☒ Yes ☐ No	Are Archaeological or historical sites within or near the plan area that require protection? NOTE: Archaeological information is CONFIDENTIAL
e. ☒ Yes ☐ No	RPF has the following authority and responsibilities for the preparation and administration for the THP and timber operations. (Including both work completed and work remaining to be done) Additional information: Per 1035.1(a), Upon submission of a THP, the RPF who prepares and signs a Plan is responsible for the accuracy and completeness of its contents. I have the authority and responsibility for the preparation of the THP including silvicultural prescriptions and logging systems. I have the authority and responsibility for the following items as they relate to the proposed timber operations: biological scoping, analysis of feasible alternatives, and analysis of environmental impacts. I have the authority and responsibility to prepare THP maps and the written THP document. I have the authority and responsibility to conduct the archaeological survey and prepare the archaeological addendum under the review of a CAL FIRE Archaeologist. I have authority and responsibility to prepare and post the Notice of Intent. I have authority and responsibility to participate in all review activities, including the Pre-Harvest Inspection, and prepare all revision or additions necessary as a result of THP review. I may submit amendments to the plan at the plan submitter's request. I also have the authority and responsibility for field work associated with the preparation for timber operations including classification of watercourses and related identification of WLPZs, ELZs, Special Treatment Areas, plan area boundaries, and the designation of trees for harvest. Per 1035.1(a)(2), (2) The RPF preparing the Plan shall in writing, inform the plan submitter(s) of their responsibility pursuant to 14 CCR § 1035, and the timberland owner(s) of their responsibility for compliance with the requirements of the Act and where applicable, Board rules regarding site preparation, stocking, and maintenance of roads, landings, and erosion control facilities. (See pages 1-4 of this THP). Per The Professional Foresters Law Section 758, I do not have the authority to practice civil engineering as defined in Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code or to practice land surveying as defined in Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code or to practice landscape architecture, as defined in Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code. Therefore, while I have the authority and responsibility to designate the plan area boundaries, I do not have the authority or responsibility for surveying property corners and lines, or providing any services or advice that may be construed as or included in the practice of civil engineering, surveying, or landscape architecture.
f. ☒ Yes ☐ No	RPF has been retained by the plan Submitter to provide professional advice to the LTO and timberland owner upon request throughout the active timber operations regarding the THP, the Forest Practice Rules, and other associated regulations pertaining to timber operations per 14 CCR 1035(d)(1)

	RPF acknowledgment form may be attached at the end of this section. The Plan Submitter has retained FRST Corp, employer of Katherine Benedict, RPF #3138, to provide professional advice to the LTO and timberland owner upon request throughout the active timber operations regarding the plan, the Forest Practice Rules, and other associated regulations pertaining to timber operations. RPF Benedict will also be responsible for any additional marking or flagging required after plan approval and any post approval plan amendments, in addition to the following responsibilities per 1035.1 (e)-(h): (e) An RPF retained by the plan submitter to provide professional advice throughout the Timber Operations shall be present, or ensure that the RPF's Supervised Designee is present, on the Logging Area at a sufficient frequency to know the progress of operations and advise the LTO and timberland owner, but not less than once during the life of the Plan. (f) An RPF retained by the plan submitter to provide professional advice throughout the Timber Operations, or the RPF's Supervised Designee, shall inspect the Logging Area prior to the commencement of operations each year to verify that operational flagging and timber marking required of an RPF, is accurate, adequate, and in conformance with Board rules and the approved Plan. (g) An RPF retained by the plan submitter to provide professional advice throughout Timber Operations shall inform the LTO during operations of any mitigation measures incorporated into the Plan that are intended to address Timber Operations that have a high likelihood of resulting in immediate, significant and long-term harm to the natural resources of the state if such mitigation measures are not strictly applied to minimize such impacts. (h) The RPF shall without delay notify in writing the LTO, the plan submitter, and the Department of a decision to withdraw professional services from the Plan.
	Describe additional required work requiring an RPF, which the RPF submitting this proposed THP does not have the authority or responsibility to perform. See above Item 11(e).

ITEM #12 Notice of Intent (NOI)	
Per 14 CCR 1032.7(c)(1-5) The RPF preparing the THP shall submit to the Director, with the THP, a Notice of Intent (NOI) to harvest timber if: (1) Any proposed boundary lies within 300 feet of any property not owned by the timberland owner, or (2) Plan amendments that change plan boundary so that new boundaries are within 300 feet of property not owned by the timberland owner. (3) Plan amendments change the silvicultural method if a notice was required for the Plan by condition (1) or (2) above. (4) Any overhead electrical power line, except a line from a transformer to a service panel, is present within the plan area or within 200 feet outside the Plan boundary, or (5) Plan amendments change a plan boundary so that the overhead electrical power line, except a line from a transformer to a service panel, is within the new boundary area or within 200 feet outside the Plan Boundary.	
a. ☒ Yes ☐ No	Is a Notice of Intent necessary for this THP? If "YES" include the NOI with the THP as a separate form with the THP
b. ☒ Yes ☐ No	I understand the NOI is to be posted prior to submitting the THP and I will post the NOI at the conspicuous location near the project location prior to submitting this proposed THP.

ITEM #13 Statement of Environmental Impact
After considering the rules of the Board of Forestry and Fire Protection and the mitigation measures incorporated in this THP, I the Registered

Professional Forester, have determined that the timber operations (mark all that apply)	
a. ☐	WILL HAVE A SIGNIFICANT adverse effect on the environment. Provide a statement of reasons for overriding considerations in SECTION III.
b. ☒	WILL NOT HAVE A SIGNIFICANT adverse impact on the environment.
☒	I certify that I, or my supervised designee, personally inspected the THP area, and this plan complies with the Forest Practice Act, the Forest Practice Rules and the Professional Foresters Law.

Modified THP	
☒	I certify that this Modified THP meets: 1. The conditions or facts stated in 14 CCR 1051(a)(1)-(16) exist on the MTHP area at the time of submission, preparation, mitigation, and analysis of the MTHP and no identified potential significant effects remain undisclosed. 2. I, or my supervised designee, will meet with the LTO on the MTHP site, before timber operations commence, to review and discuss the contents and implementations of the Modified THP

SECTION II

ITEM #14 – SILVICULTURE

- Check the Silvicultural methods or treatments allowed by the Forest Practice Rules to be applied under this THP.
- If more than one method or treatment will be used identify the boundaries on a map per 14 CCR § 1034(x)(2)
- List the approximate acreage for each method identified.

a.	Evenaged	ACRES	
☐	Clearcutting		EVENAGED REGENERATION METHODS (14 CCR § 913.1 [933.1, 953.1]) (All Districts) NOTE: variation by District in (a)(4)(A) and (d)(3) Shelterwood Removal Step
☐	Seed Tree Seed Step		
☐	Seed Tree Removal Step		
☐	Shelterwood Preparatory Step		
☐	Shelterwood Seed Step		
☐	Shelterwood Removal Step		
	Un-evenaged		
☒	Selection	159	
☐	Group Selection		
☐	Transition		INTERMEDIATE TREATMENTS (14 CCR § 913.3 [933.3, 953.3])
	Intermediate Treatments		
☐	Commercial Thinning		
☐	Sanitation Salvage		ALTERNATIVE PRESCRIPTIONS (ALL DISTRICTS) (14 CCR § 913.6 [933.6, 953.6])
	Alternative		
☐	Alternative Prescription		
	Special Prescriptions		SPECIAL PRESCRIPTIONS (14 CCR § 913.4 [933.4, 953.4]) RPF is required to include specific information when Restoration or Oak woodland management is selected. The FPR element forms are provided at the end. Indicate the specific acreage for each type of restoration or oak area on these forms.
☐	Special Treatment Area Prescription		
☐	Rehabilitation of Understocked Area Prescription		
☐	Fuel Break / Defensible Space		
☐	Variable Retention		
☐	Restoration – Aspen, Meadow, & Wet Area		
☐	Ca. Black and Oregon White Oak Woodland Management		
	Non-regeneration		NON REGENERATION HARVESTING
☐	Conversion		
☐	Road Right-of-way		
☐	No Harvest*		

TOTAL ACREAGE:	159	If acreage is different than acreage listed in the legal description provide explanation:

If Selection, Group Selection, Commercial Thinning, Sanitation Salvage or Alternative methods are selected the post-harvest stocking levels must be stated. If Site class varies then state the post-harvest stocking standard to be meet by each applicable Site Class.

NOTE: Location of boundaries of timber-site classes needed for the determination of stocking standards to be applied, down to 20-acres minimum or as specified in district rules shall be mapped per 14 CCR § 1034(x)(12)

b. POST-HARVEST STOCKING TO BE MET AT THE COMPLETION OF OPERATIONS		
Silvicultural Prescription	Site Class (I, II, III, IV, V)	Post-harvest stocking standard
Selection	I	14 CCR 933.2(a)(2)(A): On Site I lands at least one hundred (100) square feet per acre of basal area shall be retained. Per 14 CCR 932.7(b)(3) -- Up to 15 square feet of the basal area may be met counting snags, and decadent or deformed trees of value to wildlife. The minimum size shall be 20 inches or greater DBH and 20 feet or greater in height. Per 14 CCR 932.7(d), the stocking standard shall be met with Group A and B commercial species. The percentage of the stocking requirements met with Group A species shall be no less than the percentage of the stand basal area they comprised before harvesting. The site occupancy provided by Group A species shall not be reduced relative to Group B species. An inventory of the property conducted in 2023 found that 34% of the basal area in the area are Group B species. Group B species shall account for no more than 34% of the residual stocking the Selection areas. Per 14 CCR 933.2(a)(2)(A)(4): the residual stand shall contain trees that are representative of the best phenotypic quality of the preharvest stand. Per 1051(a)(1): No more than 50% of any existing tree canopy layer is to be harvested. The canopy retained shall be well distributed over the harvest area. Not more than 10% of the THP area shall be harvested under the rehabilitation method. A sample area must be marked before submission of the THP. The sample area shall include at least 10% of the area which is representative of the range of conditions present in the area.

c. EVENAGED REGENERATION SIZE	
☐ Yes ☒ No	Will evenaged regeneration step Units be larger than those specified in the rules? ☐ 20 acres TRACTOR ☐ 30 acres AERIAL or CABLE If YES is the RPF proposing: ☐ An increase to evenaged TRACTOR Units to 30 acres because Erosion Hazards Rating is Low and the slopes are less than 30% ☐ An increase to any evenaged harvest unit up to 40 acres If YES provide substantial evidence that the THP contains measures to accomplish any one of the subsections per 14 CCR § 913.1 [933.1, 953.1](a)(2)(A) – (E) In SECTION III Operational Instruction to the LTO, needed to meet subsections (A) – (E) above shall be included in SECTION II NOTE: Oversized Units should be designated on the THP map(s) by size.

Operational instructions to the LTO:

d. TIMBER MARKING

In the table below indicate the area requiring tree marking, the method of marking, who completed the marking and if it was an entire or sample area mark.				
Marking completed in (specify Location(s))	Trees Marked (Harvest / Retained)	Completed By (RPF / Designee)	Area Marked (Entire / Sample area)	RPF Explanation if needed (Optional)
Selection	Harvest	Both	Sample area marked for PHI	

Flagging and Marking Summary

Solid red flagging or red blaze paint	Property lines and corners
Pink flagging printed with "Timber Harvest Boundary"	THP boundary
Blue band painted at DBH and dot below stump mark	Cut tree
Blue flagging with blue paint	Equipment Limitation Zone for Class III watercourses
Blue and white candystripe flagging with blue paint	Watercourse and Lake Protection Zone for Class II waterbody
Orange and white candystripe flagging printed with "Special Treatment Zone"	Denotes special treatment ELZs or EEZs

☒ Yes ☐ No	Is the RPF requesting a waiver of required marking?
	If YES, provide directions explaining how the LTO will determine what trees shall be harvested or retained: For biomass harvesting operations, trees under 12" DBH shall not be marked. Trees to be cut will be known to be those trees acting as ladder fuel to overstory trees, are creating horizontal or vertical fuel continuity, are abundant or suppressed, or are diseased or deformed. A sample mark of the biomass harvest cutting prescription will be provided and reviewed with the operator prior to operations.
	If more than one silvicultural method or group selection is used, provide instructions to the LTO identifying how boundaries of the different methods or groups have been identified:

e. FOREST PRODUCTS TO BE HARVESTED:					
☒	Saw Logs	☒	Poles	☒	Clean Chips
☒	Peeler Logs	☒	Split Wood Products	☒	Firewood
☒	Fuel Wood	☒	Fuel chips	☐	Other
☐	Burl Wood				

f. GROUP B SPECIES MANAGEMENT	
1. ☒ Yes ☐ No	Are group B species proposed for management?
2. ☒ Yes ☐ No	Are group B or non-indigenous A species to be used to meet stocking standards?
3. ☒ Yes ☐ No	Will group B species need to be reduced to maintain relative site occupancy of group A species?

TABLE FOR LTO TREATMENT GROUP B SPECIES MANAGEMENT			
Species	Treatment Method	Felling Instruction	Slash Treatment Instructions

1. ☐ Yes ☒ No	Are follow-up treatments expected to maintain relative site occupancy of group A species? ☐ Manual Treatments - Describe: ☐ Herbicide Treatments - Describe: ☐ Both
	If YES who will be responsible?
2. ☐ Yes ☒ No	Will a Licensed Pest Control Advisor be involved in the process? If YES explain when an advisor will be needed:

If any answer is YES, list the species, describe treatment, and provide LTO felling and slash treatment guidance. See table below

The goal of the Selection prescription is to promote uneven aged forest structure, promote large tree growth, increase forest resilience, and create discontinuity of ladder fuels and crown continuity. Group A species will remain the priority of stand management in the long term, and the use of Group B species to meet the resource conservation standards will not alter the long-term objective. Management and use of these species to meet stocking will be necessary to achieve the goals of the Selection prescription. The Group B species to be used for stocking are California Black Oak. CA Black Oaks are mast producing and are important components of the existing stands, providing food sources as well nesting and denning opportunities for many species. In order to provide for the continued presence of these benefits while at the same time achieving the post-harvest objectives of structural heterogeneity and crown discontinuity, use of these Group B species to meet the resource conservation standards is necessary. A countable Group B species for stocking shall be one that occupies a dominant or co-dominant crown position and is greater than 8" DBH. Overall Group B Species will constitute about 50% of the post-harvest stocking, as is consistent with pre-harvest stand composition. Group A and Group B species shall be treated concurrently. Felling and slash disposal shall be the same regardless of Species Group.

g. LTO FELLING INSTRUCTIONS PLAN AREA	
	Felling shall be conducted as per 14 CCR 934.1, Felling Practices. Additionally, the LTO shall: • Whole tree yarding shall be implemented to the extent feasible. • The LTO is responsible for harvesting trees without damage to residual trees within the plan area, as well as understory and overstory vegetation outside of the plan area.

h. REGENERATION	
☐ Yes ☒ No	Will artificial regeneration be required to meet stocking standards? Describe:

i. SITE PREPARATION

Definition of site preparation per 14 CCR § 895.1: Site preparation means “any activity” involving mechanical disturbance of soils or burning of vegetation which is performed during or after completion of timber harvesting and is associated with preparation of any portion of a logging area for artificial or natural regeneration.

1 ☐ Yes ☒ No	Will site preparation be used within the logging area? If YES, provide site preparation plan per 14 CCR § 915.4 [935.4, 955.4]
2 ☐ Yes ☒ No	Will site preparation be required to meet stocking?
	- General method(s) of site preparation: - Type of equipment to be used for mechanical site preparation and/or firebreak construction: - Methods to protect desirable residual trees per 14 CCR § 917.7 [937.7, 957.7]:
3 ☐ Yes ☒ No	- Are there any exceptions or alternatives proposed to the standard rules? If YES, provide an explanation and justification for the proposed exceptions: - Provide a map identifying the boundaries of site preparation areas, if different from the logging area boundaries, and distinguish areas by type of site preparation activity. - Prior to conducting site preparation activities provide the name of the person responsible for site preparation: - Name: - Address: - Phone #: - Estimated timing of site preparation activities:

j. REGENERATION PLAN (rehabilitation of understocked areas or variable retention)	
☐ Yes ☒ No	Is a regeneration plan needed per 14 CCR § 913.4 [933.4, 953.4](b) or (d)? If YES, please provide a detailed description for Review Team to evaluate how the proposed management prescription will aid in restoring and enhancing the productivity of commercial timberland. The regeneration plan shall include but not be limited to: <u>Rehabilitation of understocked areas</u>: site preparation, method of regeneration and other information needed to evaluate the proposal by the Review team: <u>Variable Retention</u>: Trees and elements retained, objectives intended to achieved by retention, distribution and quantity of retained tress, intended time period of retention, and potential future conditions or events the RPF believes would allow harvest of retained trees.

Regeneration plan:

ITEM DD

If Aspen, Meadow, & Wet Area Restoration is selected then the RPF shall Provide the following Information per 14 CCR § 913.4 [933.4, 953.4](e)(1-8)

Project type: (select all that apply)

D1 ☐ Aspen _____ AC

D2 ☐ Meadow _____ AC

D3 ☐ Wet Area _____ AC

If more than one is selected give a brief explanation indicating the acreage for each of the restoration areas and describe if these acreages are over lapping:

NOTE: Each project type shall be shown on the plan map, consistent with 14 CCR § 1034(x), at a scale that shows the location of planned operations.

D4 Describe the extent of harvesting or treatment:

D5 Describe the types of harvesting or treatments:

Per 14 CCR § 913.4 [933.4, 953.4](6) :For projects of twenty (20) acres or less in size, the RPF has the option to not include the requirements of 14 CCR §§ 913.4, 933.4, and 953.4, subsections (e)(4) and (5) if the RPF consults with CDFW prior to plan submittal and, if wet areas are proposed, the RPF shall also consult with the appropriate RWQCB in those locations where the applicable basin plan identifies wet areas as a beneficial use. The results of the consultation(s) shall be included in the plan.

D6 ☐ Yes ☐ No	Will the restoration area be 20 acres or less? If "YES" then the RPF has the option to not include requirements of 14 CCR § 913.4 [933.4, 953.4](e)(4) & (5). The RPF instead can include a consultation form CDFW and RWQCB if wet areas are listed as a beneficial use in the basin plan.
D7 ☐ Yes ☐ No	Has a consultation been completed with CDFW? If "YES" the results of the consultation must be included in the plan
D8 ☐ Yes ☐ No	Does the Restoration area include a wet area where the applicable basin plan identifies wet areas as a beneficial use? If "YES" a consultation with the appropriate RWQCB must be included in the plan.

Per 14 CCR § 913.4 [933.4, 953.4](e)(5)(A): The following shall be based on the condition assessment required in 14 CCR §§ 913.4, 933.4, and 953.4, subsection (e)(4), and identification of problematic aspen, meadow or wet area conditions and their agents/causes. Information shall include a description of factors that may be putting aspen stands, meadow, or wet areas at risk, and presence of any unique physical conditions. Projects shall be designed to contribute to rectifying factors that are limiting restoration, to the extent feasible.
Measure of success means criteria related to a physical condition that can be measured using conventional forestry equipment or readily available technology to indicate the level of accomplishment of the project goals.

D9 Project goals:

D10 Measures of Success:

ITEM #15 – PESTS

PESTS / FOREST DISEASES	
Timber operations shall be conducted so as to minimize the build-up of destructive insect populations or the spread of forest Diseases. 14 CCR 917.9 [937.9, 957.9](a) – (c) (All Districts)	
a. ☐ Yes ☒ No	Is this THP within an area that the Board of Forestry and Fire Protection has declared a Zone of: 1. ☐ Infestation 2. ☐ Infection pursuant to PRC §§ 4712 - 4718? If YES, identify feasible measures being taken to mitigate adverse infestation or infection impacts from the timber operation. 917.9 (937.9, 957.9)(a) Reference Board of Forestry Technical Rule Addendum Number 3 for RPF considerations.
Measures to mitigate adverse infestations or infections:	

b. ☐ Yes ☒ No	Are there any other significant insect or forest disease problems within the THP area if outside a declared zone? 1. ☐ Insect(s) 2. ☐ Disease(s) 3. ☐ Pest problems 4. ☐ Other (provide description of the forest problem) If YES, describe proposed measures to improve the health, vigor, and productivity of the stand(s).
Proposed measures:	

ITEM #16 – HARVESTING PRACTICES

YARDING SYSTEM AND EQUIPMENT TO BE USED					
	GROUND BASED (Tractor, skidder, Forwarder)		CABLE		OTHER (Special)
☒	Tractor, including end/long lining	☐	Cable, ground lead	☐	Helicopter
☒	Rubber tire skidder, forwarder	☐	Cable, High lead	☐	Animal
☒	Feller buncher	☐	Cable, skyline	☐	Other (describe below)
☒	Shovel yarding				
** All Tractor operations restrictions apply to ground based equipment Reference 14 CCR 914.2 [934.2, 954.2] (All Districts)					

ITEM #17 – EROSION HAZARD RATING

EROSION HAZARD RATING (EHR)					
		Per 14 CCR 914.6 [934.6, 954.6](c) Waterbreaks Road and/or Trail Gradients Waterbreak Spacing by trail/road gradient			
		10 or less	11-25	26-50	>50
☒	LOW	300	200	150	100
☐	MODERATE	200	150	100	75
☐	HIGH	150	100	75	50
☐	EXTREME	100	75	50	50

NOTE:

- If more than one rating is checked, areas must be identified on a THP map down to 20 acres in size.
- COASTAL DISTRICT with a High or extreme EHR(s) must be mapped to 10 acres.
- If ratings checked do not match the EHR Worksheet clarify the discrepancy:

EHR rating discrepancy:

ITEM #18 – SOIL STABILIZATION

ITEM #18		SOIL STABILIZATION / EROSION CONTROL
Per 14 CCR 923.5, 943.5, 963.5 – Erosion Control for Logging Roads and Landings [All Districts] – All logging road and landing surfaces shall be adequately drained, through the use of logging road and landing surface shaping in combination with the installation of drainage structures or facilities and shall be hydrologically disconnected from watercourses and lakes to the extent feasible. Per 14 CCR 914, 934, 954 – Harvesting practice and erosion control [All Districts] – Timber operations shall be conducted to: Meet the goal... to prevent degradation of the quality and beneficial uses of water and maintain site productivity by minimizing soil loss Guidance on methods for hydrologic disconnection may be found in “Board of Forestry Technical Rule Addendum Number 5: Guidance on Hydrologic Disconnection, Road Drainage, Minimization of Diversion Potential, and High Risk Crossings” (1st Edition, revised 10/27/14) 14 CCR 923.5, 943.5, 963.5(b), (c), (d), (e), (f), (g), (h), (j), (k), (p) contain standard Forest Practice Operational rules pertaining to the timing and specifics for the installation of erosion control structures for Roads and Landings. 14 CCR 914.6, 934.6, 954.6(a) (1-2), (b), (c), (d), (e), (f), (g), additional Coast areas (h), (i) contain standard Forest Practice Operational rules pertaining to the timing and specifics for the installation of erosion control structures for harvesting practices, tractor and cable operations. THE LTO SHALL BE FAMILIAR WITH THESE STANDARD OPERATIONAL REQUIREMENTS, PRIOR TO OPERATIONS.		
a. ☐ Yes ☒ No		Are there any exceptions proposed to the above listed standard operational requirements? If YES, please provide the specific operational instruction to the LTO.
☐ STRAW Mulch Depth (inches): _____ Percent coverage: _____ ☐ SLASH Mulch ☐ Scattered Depth (inches): _____ Percent coverage: _____ ☐ Packed Depth (inches): _____ Percent coverage: _____ ☐ Grass Seeding LTO Instructions: _____ ☐ Rock Armoring Size: _____ Installation instructions: _____ ☐ Replanting LTO instructions if needed _____ ☐ Installation of commercial erosion devices Describe commercial device and provide instructions to the LTO: _____ ☐ Other Describe method and provide LTO instructions: _____		

Per 14 CCR 914.9[934.9, 954.9] the RPF may develop on a site-specific basis alternative practices that will achieve environmental protection at least equal to the standards set forth in 914.1-914.8 [934.1-934.8, 954.1-954.8]

b. ☐ Yes ☒ No Are there any alternative practices to the standard harvesting or erosion control rules proposed?

Non ASP & Exempt ASP watersheds WLPZ & Protected ELZ & EEZ	Description of Treatments	Protection Measures	Timing
h. 916.7[936.7,956.7] Stabilization measures for WLPZ of CI & C II.	Where exposed mineral soil exceeds 800 square feet within a WLPZ, mulching shall be used for stabilization of exposed soil for the reduction of soil loss.	Mulch shall be comprised of clean straw, rice stubble, or wood chips to a minimum depth of 2-4 inches with a minimum coverage of 90 percent.	Timing of treatment shall be in accordance with the timing listed above per 943.5(o) and 943.9(t)(3).
If YES, the information as required per 914.9 [934.9, 954.9] shall be provided in SECTION III. Provide instructions to the LTO in SECTION II.			

All WATERSHEDS Logging roads / Landings	Description of Treatments	Protection Measures	Timing
c. 923.5[943.5, 963.5](i): treatments to prevent significant discharge where features cannot be hydrologically disconnected.	This condition has not been observed within the Plan area.	--	--
d. 923.5[943.5, 963.5](l) & (m): treatments for sidecast or fill; cuts and fills associated w/ approaches to watercourse crossings; bare areas w/in WLPZ.	This condition has not been observed within the Plan area.	--	--
e. 923.5[943.5,963.5](n): When the natural ability of ground cover in WLPZ is inadequate to filter sediment.	This condition has not been observed within the Plan area.	--	--
f. 923.5[943.5,963.5](o): Exceptions to soil stabilization treatment timing.	N/A	--	--
Watercourse crossings on logging roads			
g. 923.9[943.9,963.9] (t)(1)-(3): Bare soil on fills, sidecast, timing of treatment.	N/A; no watercourse crossings on logging roads in Plan area.	--	--

ITEM #19 – 21: GROUND BASED EQUIPMENT

GROUND BASED EQUIPMENT	
a. ☐ Yes ☒ No	Per 14 CCR 895.1 a layout is a prepared bed in which a tree is felled, generally constructed by a tractor or other ground based equipment. Are tractor or skidder constructed layouts to be constructed? If YES, specify the location (consider mapping) and the extent of use. NOTE: winter operations and soil stabilization measures apply to tractor or skidder constructed layouts.
Per 14 CCR 914.3 [943.3, 954.3](e) Tractors shall not be used in areas designated for cable yarding except: • To pull trees away from streams • To yard logs in areas where deflection is low • Where swing yarding is advantageous • To construct firebreaks and/or layouts • To provide tail-holds Such exception(s) shall be explained and justified in the THP, and require Director's approved	
b. ☐ Yes ☒ No	Will ground based equipment be used within area(s) designated for cable yarding: (CHECK all that apply)
☐	Pulling trees away from watercourses
☐	Yarding logs from areas with low deflection
☐	Swing yarding
☐	Construct fire breaks
☐	Construct layouts
☐	Providing tail-holds
☐	Other Describe:
If YES, specify the location (consider mapping) and provide LTO instructions	
c. ☐ Yes ☒ No	Are any exceptions proposed for ground based operations within cable areas outside of the exceptions listed above? If YES, provide the required explanation and justification in SECTION III of the THP and provide operations instructions for the LTO in SECTION II below.
Per 14 CCR § 914.9 [934.9, 954.9](a) Alternatives to Standard Rules: (a) Alternative practices may be developed by the RPF on a site-specific basis provided the following conditions are complied with and the alternative practices will achieve environmental protection at least equal to that which would result from using measures stated in 14 CCR §§ 914.1-914.8 ,934.1-934.8, 954.1-954.8. (1) Environmental impacts with potential for significant adverse effects on the beneficial uses of water, on the residual timber, and on the soil productivity are identified and measures proposed to mitigate such impacts are included in an approved THP. The THP shall also contain a clear statement as to why alternative harvesting and erosion control measures are needed. (2) The alternative practice(s) must be explained in sufficient detail and standards provided in the THP so that they can be adequately evaluated and enforced by the Director and implemented by the licensed timber operator. (3) On a THP in which alternatives covering harvesting and erosion control measures have been incorporated, the timber operator shall agree to the alternative specifications by signing and filing with the Director a copy of the plan, the amended plan or a facsimile thereof, prior to beginning or continuing operations on the portion of the plan to which the alternatives apply. (b) <u>The Director shall not accept for inclusion in a THP alternative harvesting and erosion control measures proposed under this section which do not meet the standard of subsection (a) of this section. In the event that there is more than one written negative position showing that the alternative practice(s) does (do) not meet the standard of subsection (a) received from among the agencies listed in 14 CCR 1037.3 and the Department which participated in the review of the plan including on-the-ground inspection, the Director shall reject the proposed alternative.</u> (c) Alternative practices stated in an approved THP shall have the same force and authority as those practices required by the standard rule.	
d. ☐ Yes ☒ No	Is the RPF proposing any Alternative Practices to the standard rule on a site-specific basis?

	If “YES” provide clear instruction to the LTO in Section II advising LTO how the Alternative is to be implemented to maintain equal protection of the standard rule. In Section III explain how the alternative practice proposed achieves environmental protection at least equal to that what which would result from using measures stated in 14 CCR §§ 914.1-914.8 ,934.1-934.8, 954.1-954.8.
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LTO Instructions: N/A

14 CCR 914.2 [934.2, 954.2](a-k) Identifies the Forest Practice Rule requirements for the use of ground based equipment within the harvesting area. • (b) Tractor, or other heavy equipment equipped with a blade, SHALL NOT operate on skid roads or slopes that are so steep as to require the blade to be used for breaking. • (c) Tractor roads SHALL be limited in number and width to the minimum necessary for removal of logs. - When less damage to the resources specified in 14 CCR 914[934, 945] will result, existing tractor roads shall be used instead of constructing new tractor roads. - [NORTHERN only] RPF may propose exceptions for silvicultural reasons when explained and justified within the plan. • (e) Slash and debris from timber operations SHALL not be bunched adjacent to residual trees required for silvicultural or wildlife purposes, or placed in a location where they could discharge into a Class I or II watercourse, or Lake. • (g) where tractor roads are constructed only those roads shall be used for the skidding of logs to landings • (h) Desirable residual trees and seedlings will not be damaged or destroyed by tractor operations. • (i) where water breaks cannot effectively disperse surface runoff, other erosion controls shall be installed as needed. • Slope restriction are identified in subsection (d), (f) [Coastal, Northern], (j) [Southern] The LTO shall be aware of these rule requirements prior to operations	
e. ☒ Yes ☐ No	Will new tractor roads be constructed?
f. ☐ Yes ☒ No	Will tractor road use be limited to existing tractor roads?
ASP NOTE: per 14 CCR 916.9 (k)(1) – Year-around tractor road limitations, Tractor roads shall not be used when operations may result in significant sediment discharge and (m) Tractor Road Drainage Facility Installation - All tractor roads shall have drainage and/or drainage collection and storage facilities installed as soon as practical following yarding and prior to either (1) the start of any rain which causes overland flow across or along the disturbed surface within a WLPZ or within any ELZ or EEZ designated for watercourse or lake protection, or (2) any day with a National Weather Service forecast of a chance of rain of 30 percent or more, a flash flood warning, or a flash flood watch.	
Will ground based equipment be used on:	
g. ☐ Yes ☒ No	Unstable areas? (only allowed if unavoidable) If YES, the RPF SHALL develop specific measures to minimize the effect of operations on slope stability. Provide the required justification and explanation in SECTION III and operational instructions to the LTO in SECTION II.
h. ☐ Yes ☒ No	Slopes steeper than 65% if YES, provide site specific instructions to the LTO in SECTION II and provide the required explanation and justification in SECTION III.
i. ☐ Yes ☒ No	Slopes steeper than 50% where the erosion hazard rating (EHR) is HIGH or EXTREME. if YES, provide site specific instructions to the LTO in SECTION II and provide the required explanation and justification in SECTION III.
j. ☐ Yes ☒ No ☐ ☐ ☐	Slopes between 50% and 65% with a MODERATE EHR at: (percentage based on average slope on sample areas of 20 acres) Existing tractor roads that do not require reconstruction. [NORTHERN and SOUTHERN only] New tractor roads that have been flagged by an RPF or supervised designee prior to use. [COASTAL only] New tractor roads at a location that has been shown on the THP map, flagged by an RPF or supervised designee prior to the pre-harvest inspection, or prior to the start of timber operations if a PHI was not required. if YES, provide site specific instructions to the LTO in SECTION II.
k. ☐ Yes ☒ No	Slopes over 50% which lead without flattening to sufficiently dissipate water flow and trap sediment before it reaches a watercourse or lake? if YES, provide site specific instructions to the LTO in SECTION II and provide the required explanation and justification in SECTION III.

NOTE:

- Per 14 CCR 1034(x)(15) all exceptions must be located on a map.
- If any question above is answered YES then tractor road locations must be flagged on the ground prior to the PHI or the start of timber operations if a PHI is not required.

ITEM # 23 – WINTER OPERATIONS**Per 14 CCR 895.1:**

- **“Winter period” means the period between November 15 and April 1, Except under special County Rules per 14 CCR:**
 - 925.1 (Santa Clara)
 - 926.18 (Santa Cruz)
 - 927.1 (Marin)
 - 965.5 (Monterey)
- **“Extended wet weather period” means the period from October 15 to May 1.**
- **Tractor roads (except as otherwise provided in the rules):**
 - All waterbreaks shall be installed no later than the beginning of the winter period of the current year of timber operations.
 - Installation of drainage facilities and structures is required from October 15 to November 15 and April 1 to May 1 on all constructed skid trails and tractor roads prior to sunset if the National Weather Service forecast is a “chance” (30% or more) of rain within the next 24 hours per 14 CCR 914.6[934.6, 954.6](a).
- **Logging roads and landings used for timber operations shall have adequate drainage:**
 - Upon completion of use for the year or by October 15, whichever is earlier.
 - An exception is that drainage facilities and drainage structures do not need to be constructed on logging roads and landings in use during the extended wet weather period provided that all such drainage facilities and drainage structures are installed prior to the start of rain that generates overland flow. 923.5[943.5, 963.5](j).
- When the term **“WPOP”** (Winter Period Operating Plan) is used below, all the requirements per 14 CCR 914.7[934.7, 954.7] (b) must be addressed.

ITEM #23		WINTER OPERATIONS	
If timber operations are proposed within the winter period the RPF may propose to operate under a:			
• Winter Period Operating Plan (WPOP) per 14 CCR 914.7, 934.7, 954.7(b) • In-lieu winter operating plan per 14 CCR 914.7 [934.7, 954.7](c)			
a. ☒ Yes ☐ No		Will timber operations occur during the winter period?	
WINTER PERIOD OPERATING PLAN (WPOP)			
A Winter Period Operating Plan (WPOP) is required when winter operations will occur under the following conditions:			
• Site preparation • Road and landing construction • Temporary logging road watercourse crossings will not be removed • At tractor watercourse crossings • Temporary logging roads or landings • Roads to be abandoned or deactivated • Operations are proposed in an ASP watershed or immediately upstream			
b. ☐ Yes ☒ No		Will mechanical site preparation be conducted during the winter period? If YES, then a WPOP is required per 14 CCR 914.7 [934.7, 954.7](b)	
c. ☐ Yes ☒ No		Will roads be constructed during the winter period? If YES, a WPOP is required per 14 CCR 914.7 [934.7, 954.7] addressing logging road and landing construction and reconstruction per 14 CCR 923.4 [943.4, 963.4](l). Provide operational instructions to the LTO in SECTION II	
d. ☐ Yes ☒ No		Will landings be constructed during the winter period?	

	If YES, a WPOP is required per 14 CCR 914.7 [934.7, 954.7] addressing logging road and landing construction and reconstruction per 14 CCR 923.4 [943.4, 963.4](l).). Provide operational instructions to the LTO in SECTION II
e. ☐ Yes ☒ No	Will temporary logging road watercourse crossings be left in place during the winter period? If YES, a WPOP is required per 14 CCR 923.9 [943.9, 963.9](r). Provide specific measures to be taken during operations by the LTO in SECTION II
f. ☒ Yes ☐ No	Will tractor watercourse crossings be used during the winter period? If YES, a WPOP is required per 14 CCR 914.8 [934.8, 954.8](d). Provide operational instructions and stabilization measures in SECTION II. If an exception is proposed provide an explanation and justification in SECTION III.
g. ☐ Yes ☒ No	Will temporary logging roads be used during the winter period? If YES, a WPOP is required per 14 CCR 923.6 [943.6, 963.6](f) and 923.8 [943.8, 963.8](d). Provide specific measures to be taken during operations for the LTO in SECTION II.
h. ☐ Yes ☒ No	Will temporary landings be used during the winter period? If YES, a WPOP is required per 14 CCR 923.6 [943.6, 963.6](f) and 923.8 [943.8, 963.8](d). Provide specific measures to be taken during operations for the LTO in SECTION II.
i. ☐ Yes ☒ No	Will logging roads to be abandoned or deactivated, be open (not blocked) during the winter period? If YES, a WPOP is required per 14 CCR 923.6 [943.6, 963.6](f) and 923.8 [943.8, 963.8](d). Provide specific measures to be taken during operations for the LTO in SECTION II.
ASP WATERSHEDS OR IMMEDIATELY UPSTREAM	
	Extended Wet Weather Period:
j. ☐ Yes ☐ No	Are timber operations proposed during the extended wet weather period – October 15 to May 1? If YES, then a WPOP is required per 14 CCR 916.9 [936.9, 963.9](l) and (l)(1)
k. ☐ Yes ☐ No	Will <u>logging roads construction or reconstruction</u> occur within the extended wet weather period? If YES, provide specific measures to be taken during operations per 14 CCR 923.6 [943.6, 963.6] (h)(6) and 923.4 [943.4, 963.4](s)(2) In SECTION II
l. ☐ Yes ☐ No	Will <u>logging road use</u> occur within the extended wet weather period? If YES, provide specific measures to be taken during operations per 14 CCR 923.6 [943.6, 963.6] (h)(6) and 923.4 [943.4, 963.4](s)(2) In SECTION II
m. ☐ Yes ☐ No	Will <u>landing construction or reconstruction</u> occur within the extended wet weather period? If YES, provide specific measures to be taken during operations per 14 CCR 923.6 [943.6, 963.6] (h)(6) and 923.4 [943.4, 963.4](s)(2) In SECTION II
n. ☐ Yes ☐ No	Will <u>landing use</u> occur within the extended wet weather period? If YES, provide specific measures to be taken during operations per 14 CCR 923.6 [943.6, 963.6] (h)(6) and 923.4 [943.4, 963.4](s)(2) In SECTION II
o. ☐ Yes ☐ No	Will any watercourse crossing drainage structures be <u>CONSTRUCTED</u> during the extended wet weather period? If YES, provide specific measures to be taken during operations per 14 CCR 923.9 [943.9, 963.9](s) In SECTION II
p. ☐ Yes ☐ No	Will any watercourse crossing drainage structures be <u>RECONSTRUCTED</u> during the extended wet weather period? If YES, provide specific measures to be taken during operations per 14 CCR 923.9 [943.9, 963.9](s) In SECTION II

q. ☒	If any of the questions above are answered YES then WPOP is required: RPF chooses to prepare a WPOP per 14 CCR 914.7 [934.7, 954.7](b)(1-12)

IF A WINTER OPERATING PLAN (WPOP) IS NOT BEING PROPOSED THEN THIS PAGE MAY BE REMOVED

ITEM FF

WINTER PERIOD OPERATING PLAN (WPOP)	
Definitions: <u>Saturated soil conditions means:</u> that soil and/or surface material pore spaces are filled with water to such an extent that runoff is likely to occur. Indicators of saturated soil conditions may include, but are not limited to: (1) areas of ponded water, (2) pumping of fines from the soil or road surfacing material during timber operations, (3) loss of bearing strength resulting in the deflection of soil or road surfaces under a load, such as the creation of wheel ruts, (4) spinning or churning of wheels or tracks that produces a wet slurry, or (5) inadequate traction without blading wet soil or surfacing materials. <u>Hard Frozen conditions means:</u> frozen soil conditions where loaded or unloaded vehicles can travel without sinking into the road surfaces to a depth of more than six inches over a distance of more than 25 feet. <u>Stable Operating Surface means:</u> a road or landing surface that can support vehicular traffic and has a structurally sound road base appropriate for the type, intensity and timing of intended use. <u>Extended Dry Periods means:</u> those periods during the winter period when saturated soil conditions do not exist. <u>Significant Sediment Discharge means:</u> soil erosion that is currently, or, as determined based upon visible physical conditions, may be in the future, discharged to Watercourses or lakes in quantities that violate Water Quality Requirements or result in significant individual or cumulative adverse Impacts to the beneficial uses of water. One indicator of a Significant Sediment Discharge is a visible increase in turbidity to receiving Class I, II, III, or IV waters. Per 14 CCR 914.7 [934.7, 954.7](b) the WPOP shall include the specific measures to be taken during the winter period to avoid or substantially lessen erosion, soil movement into watercourses and soil compaction from timber operations. The winter period operating plan shall address the following subjects:	
1) Erosion Hazard Rating:	The THP area has a low EHR.
2) Mechanical Site preparation methods:	No mechanical site prep will occur in the winter period. Equipment may be used to facilitate burning when following all other requirements of this winter operating plan.
3) Yarding system: <i>(Constructed skid trails and tractor road watercourse crossings)</i>	Yarding may be conducted by tractor, rubber tire skidder, and/or feller buncher during the winter period provided that the LTO complies with all provisions of this winter operating plan. Only dry Class III crossings may be used during the winter period and will be removed prior to the start of rain that generates overland flow.
4) Operating Period:	Extended wet weather period and winter period of October 15 to May 1.
5) Erosion Control facilities timing:	During the winter period and wet weather period, erosion control structures shall be installed on all constructed skid trails prior to the end of the day if the U.S. Weather Service forecast is a "chance" (30% or more) of rain, and prior to weekend or other shutdown periods when 30% chance of rain is forecast for this shutdown period. Erosion control structures shall be installed immediately following completion of operations on skid trails, roads, and landings that do not have permanent and adequate drainage facilities or structures.
6) Consideration of form of precipitation: <i>(rain or snow)</i>	The form of precipitation to most likely occur during the winter period is rain, with occasional, snow.

7) Ground conditions: <i>(soil moisture conditions, frozen)</i>	If rain occurs, haul roads and landings shall not be used during saturated soil conditions and shall have a stable operating surface in order for operations to occur. Spot rocking with pit-run rock may be utilized to stabilize and repair isolated rutted or soft road segments in order to continue hauling. Soil within the area will most likely not be frozen during operations, and operations under hard frozen conditions (14CCR 895.1) shall not occur. Tractor yarding or the use of tractors for constructing tractor roads and maintaining logging roads and landings shall be done only during dry, rainless periods and shall not be conducted on saturated soil conditions that may produce significant sediment discharge.
8) Silvicultural system ground cover:	Operations shall maintain maximum ground cover during operations. Significant disturbances shall be limited to main skid trails. Skidding operations which occur off the main skid trail(s) shall not blade the tributary trail to the extent that bare soil is exposed. Operations shall maintain the existing ground cover on these trails for erosion control.
9) Operations within the WLPZ:	Operations within the WLPZ will be limited to felling and end lining trees from outside the WLPZ boundary and hauling on existing roads within the WLPZ with a stable operating surface.
10) Equipment limitations:	Heavy equipment shall not be used under saturated soil conditions that may produce significant sediment discharge or when equipment cannot operate under its own power due to wet conditions. Pulling of trucks with rubber tired skidders or tracked equipment shall not occur. Haul roads and landings shall not be used during saturated soil conditions.
11) Known Unstable Areas:	There are no known unstable areas within the Plan area.
12) Logging roads and landings:	As per 14 CCR 943.6(g), Logging Roads and Landings used for log hauling or other heavy equipment uses during the winter period shall occur on a stable operating surface and, where necessary, be surfaced with rock to a depth and quantity sufficient to maintain such a surface. Use is prohibited on roads that are not hydrologically disconnected and exhibit saturated soil conditions. Roads and landings used in the winter period shall be maintained such that use does not produce sediment in quantities that may cause a visible increase in turbidity of downstream waters in receiving classified waters or would violate Water Quality Requirements throughout the period of use.

IN-LIEU WINTER PERIOD OPERATION PLAN	
r. ☐	RPF chooses the in-lieu winter operating plan option as allowed per 14 CCR 914.7 [934.7, 954.7](c)(1-3) Specify the procedures listed in subsections (1) and (2), and list the site specific measures for operations in the WLPZ and unstable areas as required by subsection (3).
s. ☐ Yes ☐ No	Will the in-lieu winter operating plan include operations within WLPZ(s) or unstable area(s) during the winter period? If YES, provide site specific measures per 14 CCR 914 [934, 954] to protect the beneficial uses of water in SECTION II as instructions to the LTO.
Hauling and heavy equipment use roads and landings	
t. ☐ Yes ☒ No	Will <u>ROADS</u> be used for log hauling and heavy equipment use during the winter period where there will not be a stable operating surface or surfaced with rock to a depth and quantity sufficient to maintain a stable operating surface? If YES, the required explanation and justification should be provided in SECTION III per 14 CCR 923.6 [943.6, 963.6](g) and 914.7[934.7,954.7].
u. ☐ Yes ☒ No	Will <u>LANDINGS</u> be used for log hauling and heavy equipment use during the winter period where there will not be a stable operating surface or surfaced with rock to a depth and quantity sufficient to maintain a stable operating surface? If YES, the required explanation and justification should be provided in SECTION III per 14 CCR 923.6 [943.6, 963.6](g) and 914.7[934.7,954.7].
Hauling and heavy equipment use on hydrologically disconnected or saturated soils.	
v. ☐ Yes ☒ No	Will <u>ROADS</u> be used for log hauling and heavy equipment use during the winter period on roads that are NOT hydrologically disconnected and exhibit saturated soil conditions? If YES, provide a required explanation and justification in SECTION III. per 14 CCR 923.6 [943.6, 963.6](g) and 914.7[934.7,954.7].
w. ☐ Yes ☒ No	Will <u>LANDINGS</u> be used for log hauling and heavy equipment use during the winter period on roads that are NOT hydrologically disconnected and exhibit saturated soil conditions? If YES, provide a required explanation and justification in SECTION III. per 14 CCR 923.6 [943.6, 963.6](g) and 914.7[934.7,954.7].
Watercourse crossing removal	
x. ☐ Yes ☒ No	Will any logging road watercourse crossing proposed for removal and/or stabilization be left in place during the winter period? If YES, provide operational instructions to the LTO addressing the specifics of the applicable CDFW 1600 agreement, Lake and Streambed alteration agreement or otherwise specify in the plan. Per 14 CCR 923.9[943.9, 963.9](p)(4) in SECTION II

ITEM # 24 – ROADS AND LANDINGS

ITEM #24	ROAD CONSTRUCTION
a. ☐ Yes ☒ No	Will any road(s) be CONSTRUCTED? PROVIDE: The classification and approximate length of each of the following logging road segment categories: 1034(o) Road classification: Approximate length Feet: ☐ Permanent _____ ☐ Seasonal _____ ☐ Temporary _____
b. ☐ Yes ☒ No	Will new road construction be wider than single lane with turnouts? If YES, address pursuant to 14 CCR 923 [943, 963](c) & 923.2 [943.2, 963.2](d)(1)
c. ☐ Yes ☒ No	Will any new Logging road(s) cross? ☐ Unstable areas ☐ Connected headwall swales (14 CCR 895.1 “Connected Headwall Swale”) ☐ Both If YES, address pursuant to 14 CCR 923.1 [943.1, 963.1](d)
d. ☐ Yes ☒ No	Will any new roads? ☐ Exceed a grade of 15% ☐ Have grades greater than 15% for distances greater than 500 feet ☐ Both NOTE: per 14 CCR 1034(x)(5)(A) new road construction or reconstruction segments exceeding 15% for 200 feet shall be mapped. If YES, address pursuant to 14 CCR 923.2 [943.2, 963.2](d)(2). See 923 [943, 963](c).
e. ☐ Yes ☒ No	Will any logging roads be constructed within? ☐ 150 feet of a Class I Watercourse and Lake Transition Line (WLTL) ☐ 100 feet of a class II WLTL on slopes greater than 30% ☐ Class I Watercourse or Lake ☐ Class II Watercourse or Lake ☐ Class III Watercourse or Lake ☐ Class IV Watercourse or Lake ☐ A Watercourse and Lake Production Zone (WLPZ) ☐ Other (Examples; marshes, wet meadows, wet areas) If “OTHER” is selected describe the type of feature referenced below. NOTE: Exceptions are permitted per 14 CCR 923.1 [943.1, 963.1](b)(1) – (3) at: - Existing logging road crossing(s) - Logging road watercourse crossing(s) to be constructed that are approved as part of a Fish and Game Code process (F&GC 1600 et seq.) - Logging road watercourse crossings of class III watercourses that are dry at the time of use. If YES, address per 14 CCR 923 [943, 963](c)
f. ☐ Yes ☒ No	Will any constructed road be located across 100 feet or more lineal distance on? ☐ Slopes over 65% ☐ Slopes over 50% which are within 100 feet of the boundary of a WLPZ that drains toward the zoned watercourse or lake If YES, address per 14 CCR 923.2 [943.2, 963.2](a)(7) and 923.4 [943.4, 963.4](n)

g. 1. ☐ Yes ☒ No 2. ☐ Yes ☒ No 3. ☐ Yes ☒ No 4. ☐ Yes ☒ No	Will any road(s) be deactivated? Will any road(s) be abandoned? Road classification: Approximate length Feet: ☐ Permanent _____ ☐ Seasonal _____ ☐ Temporary _____ Will any watercourse crossing(s) be deactivated? Will any watercourse crossing(s) be abandoned? If YES, describe specific measures to prevent significant sediment discharge. per 14 CCR 923.8 [943.8, 963.8] et seq. and 923.9 [943.9, 963.9](e) and (p) If Logging road(s) are to be abandoned provide the blockage design Per 14 CCR 923.8 [943.8, 963.8](d)
h. ☐ Yes ☒ No	Is there any exception to flagging or otherwise identifying the location of any road(s) to be constructed? If YES, address per 14 CCR 923.3 [943.3, 963.3](c)

ROAD RECONSTRUCTION	
i. ☐ Yes ☒ No	Will any roads be RECONSTRUCTED? PROVIDE: The classification and approximate length of each of the following logging road segment categories: 1034(o) Road classification: Approximate length Feet: ☐ Permanent _____ ☐ Seasonal _____ ☐ Temporary _____
j. ☐ Yes ☒ No	Will new road reconstruction be wider than single lane with turnouts? If YES, address pursuant to 14 CCR 923 [943, 963](c) & 923.2 [943.2, 963.2](d)(1)
k. ☐ Yes ☒ No	Will any logging roads be reconstructed within? ☐ Class I Watercourse or Lake ☐ Class II Watercourse or Lake ☐ Class III Watercourse or Lake ☐ Class IV Watercourse or Lake ☐ A Watercourse and Lake Zone (WLPZ) ☐ Other (Examples; marshes, wet meadows, wet areas) If "OTHER" is selected describe the type of feature referenced below. NOTE: Exceptions are permitted per 14 CCR 923.1 [943.1, 963.1](b)(1) – (3) at: - Existing logging road crossing(s) - Logging road watercourse crossing(s) to be constructed that are approved as part of a Fish and Game Code process (F&GC 1600 et seq.) - Logging road watercourse crossings of class III watercourses that are dry at the time of use. If YES, address per 14 CCR 923 [943, 963](c)
l. ☐ Yes ☒ No	Will any reconstructed road be located across 100 feet or more lineal distance on? ☐ slopes over 65% ☐ Slopes over 50% which are within 100 feet of the boundary of a WLPZ that drains toward the zoned watercourse or lake. If YES, address per 14 CCR 923.2 [943.2, 963.2](a)(7) and 923.4 [943.4, 963.4](n)
m. ☐ Yes ☒ No	Is there any exception to flagging or otherwise identifying the location of any road(s) to be reconstructed? If YES, address per 14 CCR 923.3 [943.3, 963.3](c)

LANDING CONSTRUCTION	
n. ☒ Yes ☐ No	Will any Landing(s) be CONSTRUCTED?
o. ☐ Yes ☒ No	Will any landing(s) be constructed within? ☐ 150 feet of a Class I Watercourse and Lake Transition Line (WLTL) ☐ 100 feet of a class II WLTL on slopes greater than 30% ☐ Class I Watercourse or Lake ☐ Class II Watercourse or Lake ☐ Class III Watercourse or Lake ☐ Class IV Watercourse or Lake ☐ A Watercourse and Lake Protection Zone (WLPZ) ☐ Other (Examples; marshes, wet meadows, wet areas) If "OTHER" is selected describe the type of feature referenced below. NOTE: Exceptions are permitted per 14 CCR 923.1 [943.1, 963.1](b)(1) – (3) at: - Existing crossing(s) - Logging road watercourse crossing(s) to be constructed that are approved as part of a Fish and Game Code process (F&GC 1600 et seq.) - Logging road watercourse crossings of class III watercourses that are dry at the time of use. If YES, address per 14 CCR 923 [943, 963](c)
p. ☐ Yes ☒ No	Will any landing(s) exceed one half acre in size? NOTE: per 14 CCR 1034(x)(5)(D) if any landing exceeds ¼ acre in size or requires substantial excavation, the location shall be mapped. If YES, address per 14 CCR 923 [943, 963](c) and 923.2 [943.2, 963.2](e)(2)
q. ☐ Yes ☒ No	Will any Landing(s) be located on? ☐ Unstable areas ☐ Connected headwall swales (14 CCR 895.1 "Connected Headwall Swale") ☐ Both If YES, address pursuant to 14 CCR 923.1 [943.1, 963.1](d)
r. ☐ Yes ☒ No	Will any landing construction be located across 100 feet or more lineal distance on? ☐ Slopes over 65% ☐ Slopes over 50% which are within 100 feet of the boundary of a WLPZ that drains toward the zoned watercourse or lake. If YES, address per 14 CCR 923.2 [943.2, 963.2](a)(7) and 923.4 [943.4, 963.4](n)
s. ☐ Yes ☒ No ☐ Yes ☒ No	Will any Landing(s) be deactivated? Will any Landing(s) be abandoned? If YES, describe specific measures to prevent significant sediment discharge. per 14 CCR 923.8 [943.8, 963.8] et seq. and 923.9 [943.9, 963.9](e) and (p)

LANDING RECONSTRUCTION	
t. ☐ Yes ☒ No	Will any Landing(s) be RECONSTRUCTED?
u. ☐ Yes ☒ No	Will any logging roads be reconstructed within? ☐ Class I Watercourse or Lake ☐ Class II Watercourse or Lake ☐ Class III Watercourse or Lake ☐ Class IV Watercourse or Lake ☐ A Watercourse and Lake Protection Zone (WLPZ) ☐ Other (Examples; marshes, wet meadows, wet areas) If "OTHER" is selected describe the type of feature referenced below.

	NOTE: Exceptions are permitted per 14 CCR 923.1 [943.1, 963.1](b)(1) – (3) at: - Existing logging roads crossing(s) - Logging road watercourse crossing(s) to be constructed that are approved as part of a Fish and Game Code process (F&GC 1600 et seq.) - Logging road watercourse crossings of class III watercourses that are dry at the time of use. If YES, address per 14 CCR 923 [943, 963](c)
u.1. ☐ Yes ☒ No	Will any landing reconstruction be located across 100 feet or more lineal distance on? ☐ Slopes over 65% ☐ Slopes over 50% which are within 100 feet of the boundary of a WLPZ that drains toward the zoned watercourse or lake. If YES, address per 14 CCR 923.2 [943.2, 963.2](a)(7) and 923.4 [943.4, 963.4](n)

SIGNIFICANT EROSION SITE(S)	
w. ☐ Yes ☒ No	Are there any significant erosion sites? ☐ Existing ☐ Potential ☐ Both Associated within the logging area at? ☐ Logging road(s) ☐ Landing(s) ☐ Watercourse crossing(s) in the logging area? Per 14 CCR 923.1 [943.1, 963.1](e)(1) – (5). Also see 923.9 [943.9, 963.9](a) If YES, for each significant existing or potential erosion site, provide the following: ➤ Describe current condition of the site. ➤ Identify which sites can be feasibly treated, and which sites cannot. ➤ Specify mitigations for those sites that can be feasibly treated. ➤ Indicate logical order of treatment for those which have feasible treatments NOTE: Consider providing a MAP POINT TABLE which identifies the erosion site by mapped referenced identifier consistent with mapped locations.

ITEM #25**NOTE:** If any item listed above is checked "YES" Provide:

- **Operations Instructions to the LTO**, in accordance with the respective rule requirement(s) in **SECTION II** of the THP.
- Any required **explanation and justification** should be included in **SECTION III**

Operation instructions to the LTO:

ONLINE SYSTEM WILL HAVE A BOX TO ALLOW FOR THE EXPLANATION AND EXPLANATION TO BE COMPLETED IN SECTION II BUT WILL POPULATE IN SECTION THREE WHEN PRINTED

ASP WATERSHEDS	
a. ☐ Yes ☐ No	Will hauling on roads and landings be limited to those which are Hydrologically disconnected from watercourses to the extent feasible, and exhibit a stable operating surface? If NO, address the exception pursuant to 923.6 [943.6,963.6] (h)(3).
ADDRESS THE FOLLOWING AS IT APPLIES TO ASP WATERSHEDS <u>OR</u> IMMEDIATELY UPSTREAM AND CONTIGUOUS TO, ANY WATERSHED WITH LISTED ANADROMOUS SALMONIDS	
• When logging road(s) or landing(s) construction or reconstruction is proposed identify:	
1) How the proposed operations will fit into the systematic layout pattern. Per 14 CCR 923.1 [943.1. 963.1](g)	
2) What, if any, offsetting mitigation measures (including but not limited to, abandonment of logging road(s) and landing(s) are needed to minimize potential adverse impacts to watersheds from the road system. Per 14 CCR 923.1 [943.1. 963.1](g)	
• Provide specific provisions for the protection of salmonid habitat for all logging road(s) construction:	
3) On slopes, greater than 50% with access to a watercourse or lake. Per 14 CCR 923.4 [943.4, 963.4](s)(1)	
• Provide specific erosion control measures for all permanent and seasonal roads:	
4) With a grade of 15% or greater which extends 500 feet or more. Per 14 CCR 923.5 [943.5, 963.5](q)(2)	

ITEM #26-- WATERCOURSE LAKE PROTECTION ZONE (WLPZ) PROTECTION MEASURES

ITEM #26	WATERCOURSES																					
Per 14 CCR 916, 936, 956 – Intent of Watercourse and lake Protection [ALL DISTRICTS] – The purpose of this article is to ensure that timber operations do not potentially cause significant adverse site-specific and cumulative impacts to the beneficial uses of water, native aquatic and riparian-associated species, and the beneficial functions of riparian zones; or result in an unauthorized take of listed aquatic species; or threaten to cause violation of any applicable legal requirements. This article also provides protection measures for application in watersheds with listed anadromous salmonids and watersheds listed as water quality limited under Section 303(d) of the Federal Clean Water Act. It is the intent of the Board to restore, enhance, and maintain the productivity of timberlands while providing appropriate levels of consideration for the quality and beneficial uses of water relative to that productivity.... Further, it is the intent of the Board that the evaluations that are made, and the measures that are taken or prescribed, be documented in a manner that clearly and accurately represents those existing conditions and those measures.																						
a. ☒ Yes ☐ No	Are there any watercourses or lakes classified as a CLASS I through CLASS IV within or adjacent to the plan area? <i>(Check all that apply)</i>																					
	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;"></th> <th style="width: 33%; text-align: center; border-bottom: 1px solid black;"><u>Within plan area</u></th> <th style="width: 33%; text-align: center; border-bottom: 1px solid black;"><u>Adjacent to plan area</u></th> </tr> </thead> <tbody> <tr> <td>☐ Class I:</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>☒ Class II:</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☒</td> </tr> <tr> <td>☒ Class III:</td> <td style="text-align: center;">☒</td> <td style="text-align: center;">☒</td> </tr> <tr> <td>☐ Class IV:</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>☐ Lakes:</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> <tr> <td>☐ Other (Springs, Seeps)</td> <td style="text-align: center;">☐</td> <td style="text-align: center;">☐</td> </tr> </tbody> </table>		<u>Within plan area</u>	<u>Adjacent to plan area</u>	☐ Class I:	☐	☐	☒ Class II:	☒	☒	☒ Class III:	☒	☒	☐ Class IV:	☐	☐	☐ Lakes:	☐	☐	☐ Other (Springs, Seeps)	☐	☐
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☐ Class I:	☐	☐																				
☒ Class II:	☒	☒																				
☒ Class III:	☒	☒																				
☐ Class IV:	☐	☐																				
☐ Lakes:	☐	☐																				
☐ Other (Springs, Seeps)	☐	☐																				
If YES, to above question list: - Class of the water feature - Associated WLPZ or ELZ and width - Protection measures; determined from 14 CCR 916.5[936.5, 956.5], Table I. and/or 14 CCR 916.9[936.9, 956.9] et seq. - Specify if Class III or IV watercourses will have a WLPZ or ELZ																						
b. ☒ Yes ☐ No	Will Class III or IV watercourses be protected with a WLPZ or ELZ? If YES, describe below The Class III watercourses will be given a 25' ELZ for side slopes <30% and a 50' ELZ for side slopes >30%. The ELZs shall be flagged with solid blue flagging prior to the start of timber operations. To protect the beneficial uses of water (pursuant to 14 CCR 936.4 (c)(1)) and to protect bank and channel stabilization pursuant to 14 CCR 936.4 (b)e). Class III crossings shall only be used during dry periods where no flow is present within the channels. The channel crossings shall be dipped and cleared of debris and loose soil upon completion of use. These crossings shall be removed and stabilized to the standards of 14 CCR 943.9(p)(1)-(4) upon completion of use or prior to the winter period except for as allowed within the Winter Operating Plan in Item 23, FF, whichever is sooner, per 14 CCR 934.8(d). Equipment Limitation Zone (ELZ) means the area, as explained in the THP, where heavy equipment associated with timber operations is limited for the protection of water quality, the beneficial uses of water, and/or other forest resources. Heavy equipment operations within the ELZ are limited to skid trail crossings perpendicular to the watercourse that are identified by the RPF prior to use. All trees to be removed from within the ELZ shall be felled away from the watercourse centerlines.																					

	The LTO shall adhere to 14 CCR 936.4(c)(3), which requires that soil deposited during timber operations in a Class III watercourse other than at a temporary crossing shall be removed and debris deposited during timber operations be removed or stabilized before the conclusion of timber operations, or before October 15. The LTO shall adhere to 14 CCR 936.3(b) for immediate removal of accidental deposition of soil or debris with a Class III watercourse.
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LTO instructions:

Watercourse description and protection measures to be applied: (14 CCR 936.5)

Class II Watercourse and Waterbody: There is one Class II waterbody within the plan area; it is a small spring-fed pond. The site is a spring that has been excavated out to hold water. Protection measures B,E,I shall be provided. WLPZ will be established at the following widths: 50' for side slopes <30%, 75' for side slopes between 30-50%, and 100' for side slopes > 50%.

"B" WLPZ shall be clearly identified on the ground by the RPF who prepared the plan, or by a designee, with paint, flagging, or other suitable means, prior to the start of timber operations.

"E" To ensure retention of shade canopy filter strip properties and the maintenance of wildlife values described in 14 CCR 936.4(b), a base mark shall be placed below the cutline and a mark at DBH of harvest trees within the zone shall be done prior to timber operations by the RPF who prepared the plan, or his designee.

"I" To protect water temperature, filter strip properties, upslope stability, and fish and wildlife values, at least 50% of the total canopy covering the ground shall be left in a well distributed multi-storied stand configuration composed of a diversity of species similar to that found before the start of operations. The residual overstory canopy shall be composed of at least 25% of the existing overstory conifer.

Per CCR 1051(a)(11), Timber harvesting is only allowed in the WLPZ if: 1) sanitation-salvage harvesting is the only silvicultural system to be used in the WLPZ and it must be in compliance with 14 CCR 916.4(b) [936.4(b), 956.4(b)]; or 2) if harvesting removes no more than 30% of any existing canopy layer. Harvesting under 2) above shall not occur again in the WLPZ for a 10-year period following completion of the THP. These protection measures apply to this Class II WLPZ.

Class III Watercourses: There are Class III watercourses within the plan which will receive a 25' ELZ for side slopes <30% and a 50' ELZ for side slopes >30%. These Class IIIs are seasonal flows with substrate largely consisting of soil and gravel. See above description of ELZ protections for more details.

The LTO shall adhere to 14 CCR 936.3(b) for immediate removal of accidental deposition of soil or debris with a **Class II or III** watercourse.

c. ☐ Yes ☒ No	Is there any tractor road watercourse crossings that require mapping per 14 CCR 1034(x)(7)
☐ Yes ☒ No	Will TRACTOR road watercourse crossings involve the use of a culvert? If YES, per 14 CCR 914.8[934.8, 954.8](e) state the minimum diameter and length for each culvert.

Map Reference Points (MRP)	Culver Diameter	Culvert Length
d. ☐ Yes ☒ No	Is there a Master Agreement for Timber Operations (MATO) for Streambed Alteration Agreement (SAA) approved by the Department of Fish and Wildlife for any portion of this plan? MATO or SSA Number: _____ If YES, provide a list of the crossings, water drafting sites, or other water features to be used during operations and provide the conditions to be utilized and or consider from the MATO or SAA as operational instruction to the LTO in SECTION II.	
MATO or SAA INSTRUCTIONS TO LTO		
Specific water feature under MATO or SAA (crossings, drafting sites, etc.)	Conditions of MATO or SAA to be utilized at each specific feature	
e. ☐ Yes ☒ No	Is this THP Review Process to be used to meet Department of Fish and Wildlife CEQA review requirements? If YES, attach the required 1611 Addendum at the end of SECTION II and include any supporting information and analysis in SECTION III. List instructions to the LTO in SECTION II for installation, protection measures, and mitigation measures, per THP from instructions or CDF Mass Mailing (07/02/1999) "Fish and Game Code 1611 Agreements and THP Documentation."	
LTO INSTRUCTIONS:		
f. ☐ Yes ☒ No	Are any exceptions provided under F & G code 1600 et seq., and made an enforceable part of plan? If YES, per 14 CCR 923 [943,963](d) identify the exceptions and provide the enforceable standards as instructions to the LTO in SECTION II.	
g. ☐ Yes ☒ No	Will new drainage structures and facilities on watercourses that support fish or listed aquatic species be constructed? If YES, per 14 CCR 914.8[934.8, 954.8](c) and 923.9 [943.9, 963.9](c). Structures and facilities shall be fully described and allow unrestricted passage of all life stages of fish or listed aquatic species, and natural movement of bedload. Provide operational instructions to the LTO in SECTION II.	

Per 14 CCR 923.9(e) – The location of all NEW permanent constructed and reconstructed, and temporary logging road watercourse crossings, including those crossings to be abandoned or deactivated, SHALL be shown on a map. If the structure is a culvert intended for permanent use, the minimum diameter of the culvert and the method(s) used to determine the culvert diameter SHALL be specified in the plan,	
h. ☐ Yes ☒ No	Are there any NEW PERMANENT constructed logging road watercourse crossings requiring mapping?
☐ Yes ☒ No	Are there any NEW RECONSTRUCTED logging road watercourse crossings requiring mapping?
☐ Yes ☒ No	Are there any watercourse crossings to be ABANDONED or DEACTIVATED?
	If YES, to the above questions these crossing shall be shown on a map in section II
	Per 14 CCR 923.9(e) If any watercourse crossing has a culvert intended for permanent use, the minimum diameter of the culvert and the method(s) used to determine culvert diameter shall be stated in the plan.
	Per 14 CCR 923.9(f) permanent watercourse crossings that are constructed or reconstructed SHALL accommodate the estimated 100-year flood flow, including debris and sediment loads.
	Method for sizing crossing:
i. ☐ Yes ☒ No	Is there any exception to flagging or otherwise identifying the location of any constructed or reconstructed road watercourse crossing prior to the pre-harvest inspection? If YES, per 14 CCR 923.9[943.9, 963.9](j) provide the explanation and justification in SECTION III.
j. ☐ Yes ☒ No	Will other methods for diversion of overflow at culvert crossings be utilized (<u>other than critical dips</u>) in the construction or reconstruction of logging road watercourse crossings which culverts? If YES, per 14 CCR 923.9[943.9, 963.9](j) provide instructions to the LTO in SECTION II identifying the methods to be used for the diversion of overflow at watercourse crossings.
Per 14 CCR 923.9[943.9, 963.9](k) watercourse crossings and associated fills and approaches SHALL be constructed and maintained to prevent diversion of stream overflow down the road, and to minimize fill erosion should the drainage structure become obstructed.	
k. ☐ Yes ☒ No	Are there any existing watercourse crossings that are located on logging roads within the logging area?
☐ Yes ☒ No	Are there any watercourse crossing proposed for construction located on logging roads within the logging area?
	If YES, per 14 CCR 923.9[943.9, 963.9](k) identify the crossing and provide the methods to mitigate or address the diversion of stream overflow at the crossing.
l. ☐ Yes ☒ No	Will rock be used to stabilize crossing outlets? If YES, per 14 CCR 923.9[943.9, 963.9](k) Rock used to stabilize outlets of crossings shall be adequately sized to resist mobilization of soil and significant sediment discharge. The range of rock size shall be described within the plan as instruction to the LTO in SECTION II indicate the range of the rock dimensions to be used.
m. ☐ Yes ☒ No	Watercourse crossing proposed to be reconstructed or removed, are there any significant volumes of sediment accumulated upstream of the watercourse crossing? If, YES per 14 CCR 923.9[943.9, 963.9](n) provide instructions to the LTO, in SECTION II, describing how the material will be stabilized, removed (the extent feasible), and in conformance with CDFW agreements, where applicable.
n. ☐ Yes ☒ No	Do logging road watercourse crossing drainage structures and other erosion control features have I high historical fail rate within the project area?
☐ Yes ☒ No	Do/will existing watercourse crossings utilizing a culvert have large amounts of fill material covering the culvert making up the crossing?

	If, YES per 14 CCR 923.9[943.9,963.9](o) drainage structures and erosion control features shall be oversized, designed for low maintenance, reinforced, or removed before the completion of timber operations or as specified in the approved plan. Provide instruction to the LTO in SECTION II identifying these crossings, providing instruction of how these crossings will be treated.
Guidance on reducing the potential for failure at high risk watercourse crossings may be found in “Board of Forestry Technical Rule Addendum Number 5: Guidance on Hydrologic Disconnection, Road Drainage, Minimization of Diversion Potential, and High Risk crossings” (1st Edition, revised 10/27/14)	
o. ☐ Yes ☒ No	Will any logging road watercourse crossing be removed? If YES, provide instructions to the LTO, in SECTION II, describing the removal plan pursuant to the standards per 14 CCR 923.9[943.9, 963.9](p)(1)-(4)

FOR PLANS LOCATED WITHIN AN ASP WATERSHED	
p. ☐ Yes ☐ No	Will timber operations occur within a class I WLPZ?
☐ Yes ☐ No	Will timber operations occur within a WLPZ adjacent to a restorable Class I watercourse?
	If YES, Address per 14 CCR 916.9[936.9, 956.9](f)(2)(A)-(E).
Per 14 CCR 916.9[936.9, 956.9](e)(1)(A)-(E) there shall be NO timber operations within a channel zone with the exception of those conditions listed within 916.9[936.9, 956.9](e)(1)(A)-(E)	
q. ☐ Yes ☐ No	Will there be any timber operations within the channel zone of any watercourse?
	If YES, Indicted the location and type of timber operations to be conducted and provide instructions to the LTO in SECTION II.
Per 14 CCR 923.1[943.1, 963.1](h) NO logging road(s) or landing(s) shall be planned for construction or reconstruction in the CMZ or Core Zone of a Class I watercourse or within 150 feet of a watercourse transition line. with the exception of those conditions listed within 916.9[936.9, 956.9](e)(1)(A)-(E) and 916.9[936.9, 956.9](v)	
☐ Yes ☐ No	Will there be any logging road(s) or landing(s) constructed in the CMZ or Core Zone of a Class I?
	If Yes, indicate the location and provide instructions to the LTO in SECTION II.
Per 14 CCR 923.9[943.9, 963.9](d) Watersheds with listed anadromous salmonids. A description of all existing permanent Class I watercourse crossings shall be provided, where fish are always or seasonally present or fish passage is restorable.	
r. ☐ Yes ☐ No	Are there existing permanent Class I crossings where fish are always present?
☐ Yes ☐ No	Are there existing permanent Class I crossings where fish are seasonally present?
☐ Yes ☐ No	Are there existing permanent Class I crossings where fish passage is restorable?
	If YES, provide a description of the existing permanent Class I watercourse crossings. Indicate in the description where the current crossing conditions may be adversely affecting fish passage and identify the proposed measures, if feasible, to address the conditions.
s. ☐ Yes ☐ No	Will water drafting occur in association with the timber operations?
	If YES, timber operations shall comply with Fish and Game Code Section 1600, et seq.
t. ☐ Yes ☐ No	Is there a Fish and Game Code Section 1600 Mater Agreement for Timber Operations which addresses water drafting?
	If YES, provide the operational restrictions from the Master Agreement in SECTION II as instructions to the LTO.

	If NO, describe the water drafting site conditions and proposed water drafting activity in the plan. Per 14 CCR 923.7[943.7, 963.7](l)(2)(A)-(F) (See Below)
Per 14 CCR 923.7[943.7, 963.7](l)(2)(A)-(F) the description of water drafting site conditions and proposed water drafting activity shall include:	
General description of proposed site:	
Watercourse Classification:	
Drafting parameters including:	
	Month(s) of use -
	Estimated volume needed per day -
	Estimated maximum instantaneous drafting rate and filling time -
	Other water drafting activities in same watershed -
Drainage area (acres) above point of diversion -	
Estimated:	
	Unimpeded stream flow -
	Pumping rate -
	Drafting duration -
A discussion of the effects on aquatic habitat downstream from the drafting site(s) of single pumping operations, or multiple operations at the same location, and at other locations in the same watershed:	

ITEM #27– WLPZ IN-LIEU OR ALTERNATIVE PRACTICES

ITEM #27	WLPZ IN-LIEU OR ALTERNATIVES
	Per 14 CCR 916.1[936.1, 956.1] (In-Lieu Practices) – In rule sections where provision is made for site specific practices to be proposed by the RPF, approved by the Director and included in the THP in lieu of a standard rule, the RPF shall: - Reference the standard rule - Explain and describe each proposed practice - Explain how it differs from the standard practice, - Explain and justify how the protection provided by the proposed practice is at least equal to the protection provided by the standard rule. - Identify the specific location where it shall be applied. 14 CCR 1034(x)(15) and (16) Per 14 CCR 916.6[936.6, 956.6] (Alternatives) – Alternative prescription for the protection of watercourses and lakes may be developed by the RPF or proposed by the Director on a site specific basis provided the following conditions are complied with and the alternative prescription will achieve compliance with the standards set forth in 14 CCR 916.3[936.3, 956.3] and 916.4[936.4, 956.4](b) The alternative prescription shall include in the THP information per 14 CCR 916.6[936.6, 956.6]a)(1)-(3)
a. ☐ Yes ☒ No	Are there any site-specific practices proposed in-lieu of, or as an alternative, to the prohibition of the construction or use of tractor roads listed below? Per 14 CCR 916.3[936.3, 956.3](c) Timber operators shall not construct or use tractor roads in a Class I, II, III, IV watercourses, wet meadows and other wet areas unless explained and justified in the plan by the RPF. Except at: - Prepared tractor crossing described in 14 CCR 914.8[934.8, 954.8](b) - Class III watercourse crossings dry at the time of use - At new and existing tractor road crossings approved as part of a Fish and Game Code Process (F&GC 1600 et seq.)

	If YES, provide operational information to the LTO under each item selected YES, in SECTION II. Proved the explanation and justification in SECTION III, (see table below)
b. ☐ Yes ☒ No	Are there any site-specific practices proposed in-lieu of, or as an alternative, to the retention of non-commercial vegetation bordering and covering meadows and wet areas? 14 CCR 916.3[936.3, 956.3(d)] If YES, provide operational information to the LTO under each item selected YES, in SECTION II. Proved the explanation and justification in SECTION III, (see table below)
c. ☐ Yes ☒ No	Are there any site-specific practices proposed in-lieu of, or as an alternative, to the Directional felling of trees within any WLPZ away from the watercourse or lake? 14 CCR 916.3[936.3, 956.3(e)] If YES, provide operational information to the LTO under each item selected YES, in SECTION II. Proved the explanation and justification in SECTION III, (see table below)
d. ☐ Yes ☒ No	Are there any site-specific practices proposed in-lieu of, or as an alternative, to the standard WLPZ(s) width(s) identified in 14 CCR 916.5[936.5, 956.5], Table I? If YES, provide operational information to the LTO under each item selected YES, in SECTION II. Proved the explanation and justification in SECTION III, (see table below)
e. ☐ Yes ☒ No	Are there any site-specific practices proposed in-lieu of, or as an alternative, to the protection of Class IV watercourse(s)? 14 CCR 916.4[936.4,956.4](c) and 916.5[936.5, 956.5], Table I If YES, provide operational information to the LTO under each item selected YES, in SECTION II. Proved the explanation and justification in SECTION III, (see table below)
f. ☐ Yes ☒ No	Are there any site-specific practices proposed in-lieu of, or as an alternative, to the exclusion of heavy equipment from the WLPZ except at those locations listed below? Per 14 CCR 916.4[936.4, 956.4(d)&(f)] – Heavy equipment shall not be used in timber falling, yarding, or site preparation within the WLPZ unless such use is explained and justified in the THP and approved by the Director. Except at: • Prepared tractor crossing described in 14 CCR 914.8[934.8, 954.8](b) • Class III watercourse crossings dry at the time of use • Existing road crossings • New tractor and road crossings approved as part of a Fish and Game Code Process (F&GC 1600 et seq.) If YES, provide operational information to the LTO under each item selected YES, in SECTION II. Proved the explanation and justification in SECTION III, (see table below)
g. ☐ Yes ☒ No	Are there any site-specific practices proposed in-lieu of, or as an alternative, to the establishment of ELZ(s) for Class III watercourses unless side slopes are, 30% and EHR is low? 14 CCR 916.4[936.4, 956.4](c)(1) If YES, provide operational information to the LTO under each item selected YES, in SECTION II. Proved the explanation and justification in SECTION III, (see table below)
h. ☐ Yes ☒ No	Are there any site-specific practices proposed in-lieu of, or as an alternative, to the Retention of at least 50% of the overstory canopy in the WLPZ? 14 CCR 916.5[936.5, 956.5](e)“G”

	If YES, provide operational information to the LTO under each item selected YES, in SECTION II. Proved the explanation and justification in SECTION III, (see table below)
i. ☐ Yes ☒ No	Are there any site-specific practices proposed in-lieu of, or as an alternative, to the Retention of at least 50% of the understory in the WLPZ? 14 CCR 916.5[936.5, 956.5](e)“G” If YES, provide operational information to the LTO under each item selected YES, in SECTION II. Proved the explanation and justification in SECTION III, (see table below)
j. ☐ Yes ☒ No	Are there any additional in-lieu or alternative practices proposed for watercourse or lake protection? If YES, provide operational information to the LTO under each item selected YES, in SECTION II. Proved the explanation and justification in SECTION III, (see table below)

ITEM #28-29 – DOMESTIC WATER NOTIFICATIONS

ITEM #28	DOMESTIC WATER NOTIFICATIONS
	Per 14 CCR 1032.10 – The THP submitter shall provide notice by letter to all other landowners within 1,000 feet downstream of the THP boundary whose ownership adjoins or includes a Class I, II, or IV watercourse(s) which receives surface drainage from the proposed timber operations. The notice shall request that the THP submitter be advised of surface domestic water use from the watercourse, within the THP or within 1,000 feet downstream of the THP boundary. When required to notice by letter, publication shall also be given one time by the THP submitter in a newspaper of general circulation in the area affected by the proposed project. Such letter and publication shall notify the adjoining party: • of the proposed timber operation • describe its legal location • identify the name, if any, of the watercourse it may affect • request a response by the property owner within ten days of the post-marked date on the letter or the date of publication as appropriate The RPF may propose, with justification and explanation, an exemption to such notification requirements, and the Director may agree. Copies of either notice, proof of service and publication, and any responses shall be attached to the THP (SECTION V) when submitted. If domestic use is noted, the plan shall contain mitigations necessary to protect domestic water use. THE PLAN SHALL NOT BE SUBMITTED UNTIL <u>TEN DAYS</u> AFTER THE ABOVE NOTIFICATION(S) HAVE BEEN COMPLETED
a. ☐ Yes ☒ No	Are there any landowners with 1,000 feet downstream of the THP boundary whose ownership adjoins or includes a class I, II or IV watercourse(s) which receive surface drainage from the proposed timber operations? If YES, the requirement of 1032.10. Proof of letter notification shall be included in THP SECTION V. If NO, notification exemption request below need not be answered. <i>There is no mapped watercourse within 1,000' of the boundary of the Plan area adjoining to a Class I, II, or IV which receives surface drainage from the proposed timber operations, and therefore no domestic water notifications are required to be sent out.</i>
b. ☐ Yes ☐ No ☐ Letter ☐ Newspaper ☐ Both	Is an exemption to the notification requirements requested? (check notification requesting to be exempted) If YES, provide the explanation and justification for the exemption request in SECTION III of the THP.
c1. ☐ Yes ☐ No	Was any information received in response to domestic water notifications indicating domestic water supplies may be present within or downstream of the project area?
c2. ☐ Yes ☐ No	If YES, are there any additional mitigation measures needed beyond that required by standard watercourse and lake protection rules? If YES, provide the site-specific instruction to the LTO in SECTION II.
ITEM #29	SENSITIVE WATERSHEDS

☐ Yes ☒ No	Is any part of the THP area within a Sensitive Watershed as designated by the Board of Forestry and Fire Protection? If YES, identify the watershed and list the special rules, operating procedures or mitigation that will be used to protect the resources identified at risk.
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WATERSHED	SPECIAL RULE	MITIGATION MEASURES PROTECTING RESOURCES IDENTIFIED AT RISK

ITEM #30 – HAZARD REDUCTION

ITEM #30	HAZARD REDUCTION
	Per 14 CCR 917, 937, 957 - Hazard reduction shall provide standards for the treatment of snags and logging slash in order to reduce fire and pest safety hazards in the logging area, to protect such area from potential insect and disease attack, and to prepare the area for natural or artificial reforestation while retaining wildlife habitat. Per 14 CCR 917.2, 937.2, & 957.2 – The following standards shall apply to the treatment of slash created by timber operations within the plan area and on roads adjacent to the plan area.
a. ☐ Yes ☒ No	Will slash treatment occur within 100 feet of the edge of the traveled surface of a PUBLIC road? <i>There are no public roads within 100' of the Plan area.</i>
b. ☐ Yes ☒ No	Will slash treatment occur within 50 feet of the edge of the traveled surface of PERMANENT private roads open for public use where permission to pass is not required?
c. ☐ Yes ☐ No	[SOUTHERN only] Will slash treatment occur within 50 feet of the edge of the traveled surface of SEASONAL private roads open for public use where permission to pass is not required?
	If YES to any of the above, slash created or trees knocked down by road construction or timber operations shall be treated by: (Select all that apply) ☒ lopping for Fire hazard reduction per (14 CCR 895.1) ☒ Piling and burning per (14 CCR 917.2, 937.2, 957.2(a)(1-3)) ☒ chipping ☒ burying ☒ removal ☒ Other (explain) Mastication is another slash treatment that may be used adjacent to public or private roads requiring slash treatment for hazard reduction.
d. ☒ Yes ☐ No	Are there any permanently located structures maintained for human habitation in the project area requiring slash treatment? <i>No such structure exists within the Plan area/project area, but do exist on adjacent properties.</i> If YES, identify distance slash treatment will occur and indicate the method of treatment ☒ Within 100 feet of permanent structure ☒ Removed ☒ Piled and burned per (14 CCR 917.2, 937.2, 957.2(a)(1-3)) ☐ Other (explain) ☒ Between 100-200 feet of permanent structure ☒ Lopped for fire hazard reduction (per 14 CCR 895.1) ☒ removed ☒ chipped ☒ Piled and burned per (14 CCR 917.2, 937.2, 957.2(a)(1-3))

	☒ Other (explain) Mastication is another slash treatment that may be used adjacent to permanent structures requiring slash treatment for hazard reduction.
e. ☐ Yes ☒ No	Has the RPF or Director determined there is an unusual fire risk or other hazard exists within the proposed project area? If YES then lopping is required within 200-500 feet of permanent structures.
f. ☐ Yes ☒ No	Is the RPF proposing any alternatives to treating slash along roads and within 200 feet of structures. If YES, the RPF shall explain and justify in the plan how equal fire protection will be provided. The explanation and justification shall include:
	Description of the alternative treatment(s):
	Estimated amount / distribution of slash:
	Type of remaining vegetation:
	Topography:
	Climate:
	Degree of public exposure fire history:
	Provide a description of where the alternative will be used: (mapping area(s) is suggested)
g. ☒ Yes ☐ No	Will piling and burning be used for hazard reduction? If YES, refer to 14 CCR 917.2, 937.2, 957.2(a)(1-3). (select all that apply) ☒ Piles created prior to September 1 shall be treated not later than April 1 of the year following its creation, or within 30 days following climatic access after April 1 of the year following its creation. ☒ Piles created on or after September 1 shall be treated not later than April 1 of the second year following its creation, or within 30 days following climatic access after April 1 of the second year following its creation.
h. ☐ Yes ☒ No	Is the RPF proposing any alternatives to piling and burning from those required in 14 CCR 917.2, 937.2, 957.2(a)(1-2)? If YES, the RPF shall provide and explanation and justification in the plan to be approved by the director.

ITEM # 32 – BIOLOGICAL RESOURCES

ITEM #32	LISTED PLANT or ANIMAL SPECIES INCLUDING HABITAT
a. ☒ Yes ☐ No	Are there any <u>ANIMAL SPECIES</u> , including their habitat(s), which are listed as rare, threatened or endangered under Federal or state law, or a sensitive species by the Board of Forestry associated with the THP area? If YES, identify the animal species and the provisions to be taken for the protection of the species.

Listed and Sensitive Animal Species Table

Animal Species	Species type Mammal / bird / reptile / amphibian / fish / Invertebrate	FEDERAL Threatened / endangered /	STATE Threatened / endangered / candidate	BOF Sensit ive	Protection measures
<i>Canis lupus</i> -- Gray wolf	Mammal	Endangered (proposed for delisting)	Endangered	No	RPF to check the Known Wolf Activity Map each year prior to any operations. If the RPF finds the NTO area will intersect with a known location in any year of operations, the RPF shall initiate a consultation with CDFW prior to the commencement of timber operations. If any sign or direct observation of the species is detected within or in close proximity to the THP area by physical presence or other evidence such as a denning or rendezvous, operations within ¼ mile shall be stopped immediately. Sightings of wolves and detection of den/rendezvous sites shall be reported to the RPF immediately, who shall immediately contact CDFW and CAL FIRE for a consultation. Protection measures will be developed at that time and amended into the THP as a minor amendment.
<i>Accipiter gentilis</i> – Northern goshawk	Bird	--	--	Yes	The Northern goshawk (NOGO) is designated as a State and Federal "Species of Special Concern" and listed as a Board of Forestry "Sensitive Species" with the protection of active nest sites required under the Forest Practice Act. This species is known to live in a variety of coniferous habitats, preferring to nest in dense stands and to forage in open to moderate stands. Thus, any habitat within a forested ecosystem can be considered to be "foraging" habitat, and CNDDDB records indicate the presence of this species on a quad map within 3 miles of the plan area. During the course of field preparation of this plan, the RPF and her supervised designee thoroughly covered the THP area being alert for potential NOGO nests, indication of NOGO activity, and the birds themselves. No evidence of presence was noted. The <u>Procedure upon Discovery of Raptors or Raptor Nests</u> below will provide protection.
<i>Strix occidentalis occidentalis</i> -- CA Spotted Owl	Bird	Proposed Threatened	--	No	This species lives in multi-layered forest habitat with high canopy closure and a mixture of trees sizes and densities, as well as large diameter old-growth trees for nesting and roosting. During the course of field preparation of this plan, the RPF and her supervised designee thoroughly covered the THP area being alert for potential CSO nests, indication of NOGO activity, hooting, and the birds themselves. No evidence of presence was noted. The <u>Procedure upon Discovery of Raptors or Raptor Nests</u> below will provide protection.

				buffer distance increases to 130 feet.
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Procedure upon Discovery of Raptors or Raptor Nests:

Upon the discovery of any unknown large bird of an occupied nest of any raptor, personnel involved with the harvest operation will suspend vegetation-disturbing activities within 1/4 mile of the nest. The LTO shall instruct the fallers to inspect all harvest trees prior to felling during the critical period of March 1st to August 15th for occupied nests, white wash, nesting birds vocalizing, get up from a brooding position, fly off the nest, and show aggressive behavior in the stand. If one of these features is observed, the timber operator shall protect the nest tree, screening trees, perch trees, and replacement trees. Activities may resume after the species using the nest is identified and the appropriate measures below and any specified in the California Forest Practice Rules to protect the nest are determined and implemented on the ground. If the nest site is occupied by a listed species the requirements of 932.2 b-d below and the additional operational radius restrictions shall be implemented. If the nest site is occupied by an unlisted raptor the operational restrictions as listed in Item 32c below shall be implemented.

Listed Raptors: 939.2 b-d:

(b) During timber operations, nest tree(s), designated perch trees(s), screening tree(s), and replacement trees(s), shall be left standing and unharmed except as otherwise provided in these following rules.

(c) Timber operations shall be planned and operated to commence as far as possible from occupied nest trees unless explained and justified by the RPF in the THP.

(d) When an occupied nest site of a listed bird species is discovered during timber operations, the timber operator shall protect the nest tree, screening trees, perch trees, and replacement trees and shall apply the provisions of subsections (b) and (c) above and shall immediately notify the RPF, the Department of Fish and Wildlife and the Department of Forestry and Fire Protection. An amendment that shall be considered a minor amendment to the timber harvesting plan shall be filed reflecting such additional protection as is agreed between the RPF and the Director after consultation with the Department of Fish and Wildlife.

Until any consultation required under Forest Practice Rules occurs, (1) vegetation-disturbing activities will be suspended within 1/4 mile (1320 feet) of the nest, (2) all "operations" (per Public Resources Code 4527) will be suspended within a 375-foot radius buffer of the occupied nest, and (3) the Department of Fish and Wildlife, and CAL FIRE shall be notified immediately. A minor amendment to the Timber Harvesting Plan shall be filed reflecting the protection agreed to between the RPF and the Director of the Department of Forestry and Fire Protection after any consultation with the appropriate wildlife agency.

The 375-foot radius buffer is equivalent to a 10-acre area, which is the minimum buffer size for a bald eagle in 14 CCR 919.3, 939.3, and 959.3. All other Board of Forestry-listed sensitive species have smaller minimum buffer sizes. The 10-acre buffer was chosen since it is the largest default protection area. A radius of this size is also supported by a Biological Opinion of the US Fish and Wildlife Service regarding sight and noise disturbance distances for northern spotted owl and marbled murrelets.¹

¹USD1. 2004. Appendix 1 from: Biological opinion and letter of concurrence for effects to bald eagles, marbled murrelets, northern spotted owls, bull trout. Olympic National Forest. Lacey, Washington, August 2003, revised September 2004.

b. [] Yes [X] No	Are there any <u>PLANTS</u> , including their habitat(s), which are listed as rare threatened or endangered under Federal or state law, or a sensitive species by the Board of Forestry associated with the THP area? If YES, identify the animal species and the provisions to be taken for the protection of the species.
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All of the CRPR 1 plants presented in this table were found to have suitable habitat within the project area. See Section III for bio-scoping information.

Plant Species Table				
Plant Species	FEDERAL Threatened / endangered	STATE Rare / Threatened / Endangered	CRPR (1A, 1B, 2A, 2B, 3, 4)	Protection measures
<i>Lewisia cantelovii</i> - Cantelow's lewisia	None	None	1B.2	See below.

Carex xerophila- Chaparral sedge	None	None	1B.2	See below.
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Botanical Resources Protection Measures for Above Species:

The RPF did not observe any individuals of the above species during plan layout and preparation. In the event that a population or individual of the above species is found within the THP area, an EEZ (or other protections as established with CDFW consultation) shall be established around any found population(s) as follows:

A 25-foot buffer around the perimeter of the population(s) shall be flagged as an Equipment Exclusion Zone (EEZ) except for the traveled surface of existing roads. The LTO shall be made aware of the location and any trees to be harvested within 100 feet of the protected area shall be directionally felled away to the greatest extent possible. The local CAL FIRE and CDFW representative shall be contacted immediately by the administering RPF. After consultation with the above listed agencies a minor amendment shall be provided to the plan with the recommendations.

Other General Listed Species Protections

During the life of the THP, if any *listed* species (defined pursuant to 14 CCR 895.1, FGC 2068) is discovered during the critical period by direct physical evidence of nesting/denning, vocalizing, exhibiting aggressive behavior, and multiple flushing detection within the project boundary, operations within ¼ mile shall be stopped, and CDFW and CAL FIRE shall be contacted to initiate a consultation.

NON-LISTED SPECIES IMPACTS	
c. ☐ Yes ☒ No	Are there any NON-LISTED species which will be significantly impacted by the operation? If yes, identify the species and the provisions to be taken for the protection of the species.

Non-Listed Species Table		
Species	Species type Mammal / bird / reptile / amphibia / fish / Invertebrate	Protection measures

	Mammal / bird / reptile / amphibia / fish / Invertebrate	

ITEM # 35 –OTHER WILDLIFE PROTECTION REQUIRED BY FOREST PRACTICE RULES

a. ☐ Yes ☒ No	Are there any other provisions for wildlife protection required by the rules? If YES, describe.
Description:	

SOTHERN FOREST DISTRICT ONLY	
Per 14 CCR 959.15(a) Protection of Wildlife Habitat (a) Where present at time of timber harvest, 400 sq. ft. basal area of oak per 40 acres should be retained and protected, giving preference to deciduous oaks. Oaks should be retained on areas designated by <u>CDFW</u> as deer migration corridors, holding areas, or key ranges when consistent with good forestry practices.	
b. ☐ Yes ☐ No	Will timber operations occur where the pre-harvest stand consists of 400 square feet basal area of oak per 40 acres?
c. ☐ Yes ☐ No	Is any of the proposed harvest area within an area designated by CDFW as deer migration corridors, holding areas, or key ranges?
If YES, to one or both questions above provide direction to the LTO identifying oak retention shall occur to comply with 14 CCR 959.15. Provide site-specific instructions to the LTO indicating how Oak tree protection will be accomplished. (if necessary provide a map of these areas for the LTO)	

ITEM # 33 – SNAGS

ITEM #33	SNAGS
Per 14 CCR 919, 939, 959 – Timber operations shall be planned and conducted to maintain suitable habitat for wildlife species as specified by the provisions of Article 9 of the Forest Practice Rules.	
Within the logging area all snags shall be retained to provide wildlife habitat with the exception of snags for safety reasons Per 14 CCR 919.1, 939.1, 959.1(a)-(f)	
a. ☒ Yes ☐ No	Are there any snags which must be felled for fire protection or safety reasons? <i>Snags that pose a safety hazard to adjacent property, roads, or logging crews, and/or considered merchantable during timber operations will be felled, at the discretion of the RPF or LTO.</i>
b. ☐ Yes ☒ No	Will snags over 20 feet in height and 16 inches dbh be felled within 100 feet of a main ridge that is suitable for fire suppression? If YES, ridge shall be delineated on a THP map.
c. ☐ Yes ☒ No	Will snags over 20 feet in height and 16 inches dbh be felled within 100 feet of all public roads, permanent roads, landings and railroads? (select all that apply) ☐ Public road(s) ☐ Permanent road(s) ☐ Landing(s) ☐ Railroad(s)
d. ☒ Yes ☐ No	Will snags be felled where federal and state safety laws and regulations require the felling of snags?

e. ☒ Yes ☐ No	Will snags be felled within 100 feet of structures maintained for human habitation?
f. ☒ Yes ☐ No	Will merchantable snags be felled in any location as provided for in the plan?
g. ☒ Yes ☐ No	Will snags be felled as required to control insect or disease concerns?

ITEM # 34 – LATE SUCCESSIONAL FOREST STANDS

ITEM #34 LATE SUCCESSIONAL FOREST STANDS	
a. ☐ Yes ☒ No	Are any Late Successional Forest stands proposed for harvest? If YES, describe measures to be implemented by the LTO to avoid long-term significant adverse effects on fish, wildlife and listed species known to be primarily associated with late successional forests.
Describe:	

ITEM # 36 – CULTURAL RESOURCES

ITEM #36 ARCHAEOLOGICAL / HISTORICAL	
a. ☒ Yes ☐ No	Has an archaeological / historical survey been made for the THP area?
b. ☒ Yes ☐ No	Has a current archaeological / historical records check been conducted for the THP area?
c. ☒ Yes ☐ No	During pre-field research and surveys were archaeological or historical sites identified within the plan area? If YES, THIS INFORMATION IS CONFIDENTIAL AND NOT AVAILABLE TO REVIEW AGENCIES, OTHER THAN CAL FIRE, AND THE GENERAL PUBLIC. RPF is advised to complete the Confidential Archaeological Addendum (CAA) and place in Section VI of the THP.

ITEM # 37 – GROWTH AND YIELD INFORMATION

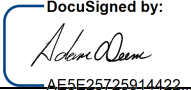
☐ Yes ☒ No	Has any inventory or growth and yield information designated "TRADE SECRET" been submitted in a separate confidential envelope in Section VI of this THP? If YES, THIS INFORMATION IS CONFIDENTIAL AND NOT AVAILABLE TO REVIEW AGENCIES.
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ITEM # 38 – SPECIAL INSTRUCTIONS OR CONSTRAINTS

Water Drafting Locations: Water drafting locations shall be off-site, off-channel domestic sources. The bed, bank, and channel of these waterways not under the jurisdiction of CDFW and therefore a 1600 encroachment is not requested.

DIRECTOR OF FORESTRY AND FIRE PROTECTION

This Timber Harvesting Plan conforms to the rules and regulations of the Board of Forestry and Fire Protection and the Forest Practice Act:

By: 
AE5E25725914422...
(Signature)

11/2/2023
(Date)

Adam Deem
(Printed Name)

Forester II
(Title)

10/11/2023

Round Mountain Modified Timber Harvest Plan

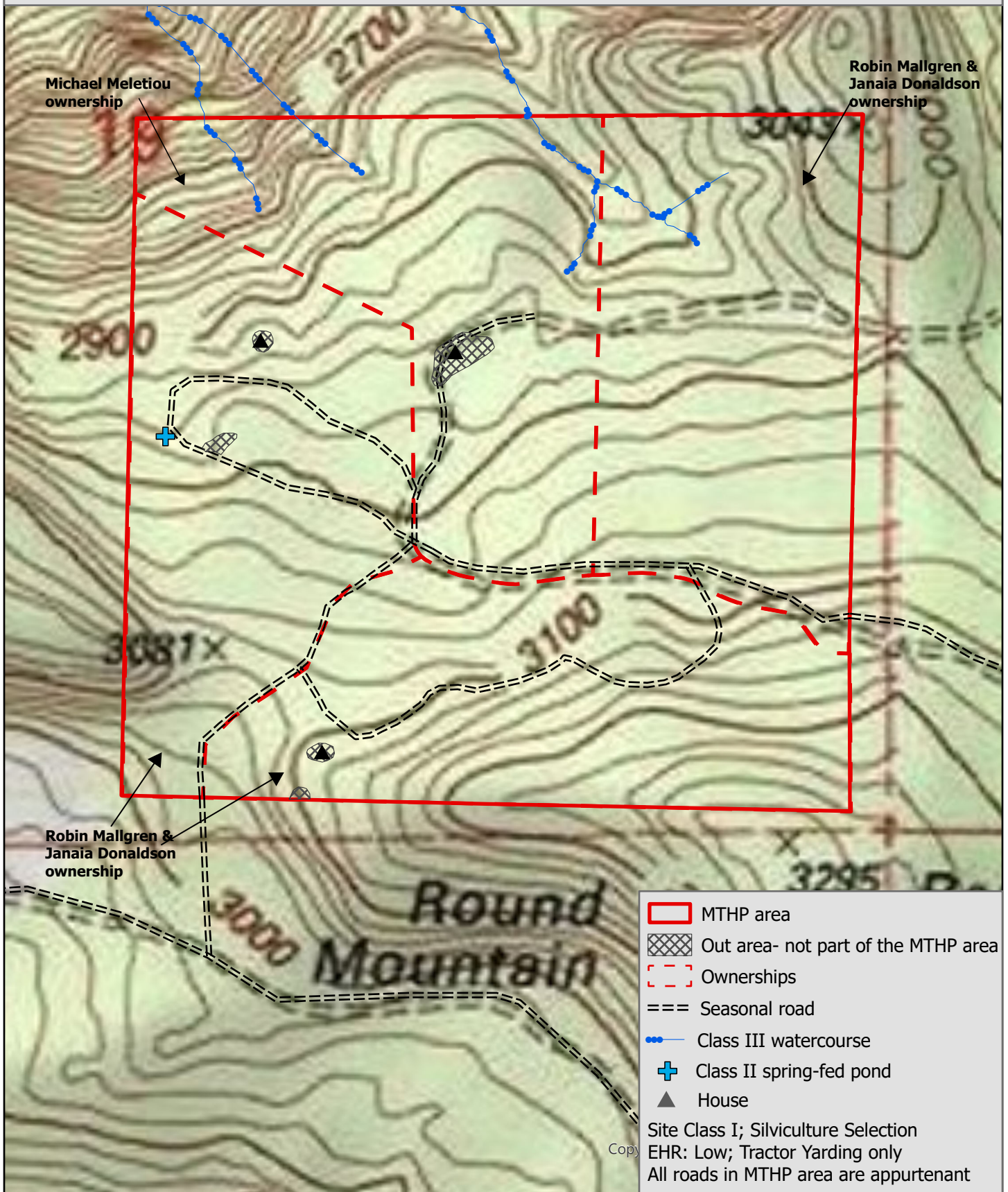
1:6,000

T17N R9E S19 MDBM, Nevada County, CA

Nevada City 7.5' USGS Quad

CalWater2.2 Watersheds: Rock Creek (#5517.320303) & Meyers Ravine (#5517.320302)

0 250 500 1,000 Feet



10/11/2023

Round Mountain MTHP Quarter Mile Public Roads Map

T17N R9E S19 MDBM

Nevada County, CA Nevada City 7.5' USGS Quad

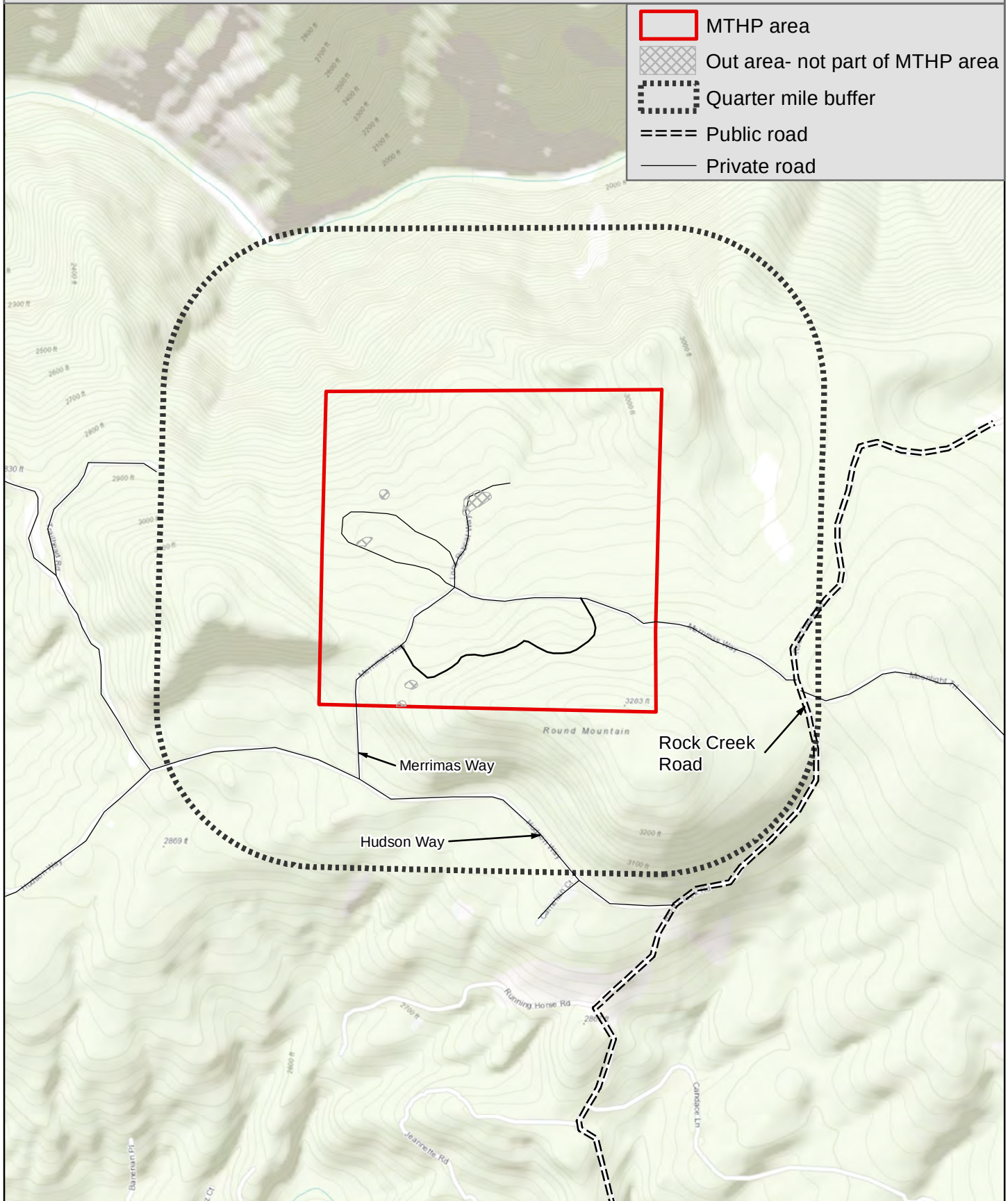
CaWater 2.2.1 Watersheds: Rock Creek & Meyers Ravine

1:13,000

0 0.125 0.25 0.5 Miles



-  MTHP area
-  Out area- not part of MTHP area
-  Quarter mile buffer
-  Public road
-  Private road



SECTION III

GENERAL DESCRIPTION OF PHYSICAL CONDITIONS OF PLAN SITE (1034gg)

Location & Background:

The Round Mountain Plan area consists of Sierra mixed conifer forests sitting on the southern lip of the South Yuba River Canyon, between Purdon and Edward's crossing by the Coyote Overlook. The area is north of the town of Nevada City in Nevada County.

Climate for the general area is characterized by warm, dry summers and cool, moist winters. Precipitation for Nevada City, CA NOAA weather station averages approximately 54 inches per year. The area occasionally gets snow events in the winter.

This THP consists of four different parcels, all of which have Bear Yuba Land Trust Conservation Easements; the Easements were developed in the 1990s. The primary objective of these Conservation Easements is to recruit old growth forests and promote wildlife habitat. Three of the four parcels have similar forest management constraints, including no clearing of areas larger than 0.5 acre, no reduction of canopy below 50%, and restrictions on the volume that may be harvested. The fourth easement has minimal restrictions on forest management. The operations proposed in this conform to the Conservation Easement restrictions and promote forest resilience, a feature of old growth forests, through reduced fuel loading and competition. The THP map identifies the different parcels and their ownerships.

This Plan is being developed to support a larger forest resiliency project undertaken by the Yuba Watershed Institute (YWI) called the Round Mountain Landscape Resilience Project. The project goals are to improve forest health and resilience to wildfire, drought, and bark beetles. The project area includes this Plan area as well as adjacent Bureau of Land Management parcels.

Topography & Soils:

The project area contains slopes ranging from 2-50%, with the elevation ranging from 2,600 feet ASL to 3,280 feet ASL. The project area is primarily comprised of the Cohasset and Aiken soil series (NRCS Web Soil Survey). Cohasset soils (~60% of the THP) have a parent material made up of residuum weathered from volcanic breccia and/or conglomerate. They have relatively high available water supply and are classified as well drained. Aiken soils (~35% of the THP) have a parent material made up of colluvium derived from conglomerate and/or cobbly andesitic or tuff. They are also considered to have a high available water supply and are well drained. There is an underlying geologic parent material of Mesozoic volcanic rocks (mzv) (California Geologic Survey, Regional Geologic Map of the California, 1:750,000 scale, accessed at <https://maps.conservation.ca.gov/cgs/gmc/>).

The Erosion Hazard Rating for the THP is low. See EHR worksheet in Section V.

It should also be noted that some of the THP area has been impacted by historic mining and the topography and soils have been altered from their natural state in some areas. Evidence of mining activities includes ditches, shafts, and ponds.

Site potential within the proposed THP area is Dunning Site Class I, based on an assessment conducted during the 2023 inventory and RPF discretion.

The following resource was used to assist in determination of soil series present within the plan area and in the Erosion Hazard Rating evaluation: USDA NRCS Custom Soil Resource Report, Soil Survey Area: Nevada County Area, California Survey Area Data: February, 2023.

Vegetation & Stand Conditions:

The plan area is located within the mixed conifer forest type on productive timberlands. The project area has been logged many times in the past century, but no evidence was found of logging occurring within the last thirty years. The diameter distribution is heavily skewed toward smaller diameter timber, and the stands have a significant component of overstory hardwoods, as they were not managed during or following previous harvests. Understory thinning has occurred in pockets throughout the parcels.

Basal area ranges from 150 sqft/ac to 300 sqft/ac with an average of 200sqft/ac. The project area is composed of approximately 50% hardwoods (primarily black oak with some live oak), 28% incense cedar, 15% ponderosa pine, and

7% Douglas-fir. Typical merchantable tree sizes within the THP area range from 10-35 inches in diameter and 45-140 feet tall. The Plan area has varying species composition and structure based on position, aspect, and accessibility. Flatter areas closer to the developed roads and structure have received more intensive understory thinning, while the more inaccessible locations have a denser understory and most prominent young age class. There are areas dominated by hardwood overstory due to past management likely removing the overstory conifers, as well as soils and exposure factors leading to the success of hardwood species in these areas. The northeast area of the Plan has seen significant ponderosa pine overstory mortality, likely from bark beetle attack compounded with the recent drought; however, fresh bark beetle hits were not seen on a wide scale in the Plan area. Lowering the density of the forest stands will increase health and vigor in the area by creating more resource availability to residual trees and likely prevent extensive future outbreak.

Understory species include deer brush, white-leaf manzanita, blackberry, California hazelnut and assorted forbs and grasses. The forest floor is covered with a heavy duff layer of leaves and needles from trees and shrubs within the project area.

There are no late successional forest stands present within the plan area as defined in 895.1 of the California Forest Practice Rules.

Watershed & Stream Conditions:

There are two watersheds that encompass the property: Meyers Ravine and Rock Creek. The CAL FIRE Watershed Mapper v2 indicates that both watersheds are not in the anadromous coastal zone, do not contain Coho or Steelhead evolutionary significant units, and are outside the Steelhead distinct population segment.

There are seasonal Class III watercourses in the Plan area. They all originate in the Plan area and then flow north into the Yuba River canyon. There is no riparian vegetation on these streams, and they flow seasonally. There is one spring-fed pond; the spring has been excavated out to form a pond at the location at which the springs come out of the ground. The pond appears to very rarely fill up. The outlet of this pond does not show evidence of being capable of sediment transport and is therefore a topographic swale and not a classified watercourse. The pond is classified as a Class II for the purpose of this THP because it has the potential to provide habitat for aquatic, non-fish species. Hydrologic activity within the THP area is comprised of precipitation in the forms of rain, minimal snow, and sheet flow after rain events.

Roads and landings:

There is a functioning road system in the Plan area that is in good condition. The Plan area lies off Rock Creek Road.

No roads and/or crossings are planned for construction, reconstruction, deactivation or abandonment.

Alternatives to Project

Purpose of the project: The Plan Submitters wishes to promote old growth forest characteristics, increase forest resiliency, and reduce the risk of catastrophic fire in the Plan area. As stated above, this Plan is being developed to support a larger forest resiliency project called the Round Mountain Landscape Resilience Project, which aims to improve forest health and resilience to wildfire, drought, and bark beetles. Forest resiliency may be improved by reducing tree moisture stress by reducing stand density through mechanical thinning¹, such as the thinning proposed in this Plan.

Need for the project: The project is necessary to meet the Plan Submitters' objectives and create a more resilient forest structure. The objective of reducing the potential for catastrophic wildfire will help to promote community safety and forest resilience in the face of increasing high severity wildfire occurrence in the wildland urban interface (WUI). The Plan area sites on the edge of a steep river canyon that receives high summertime recreation; management of this forest to reduce fire risk may help to prevent wildfires from exiting the canyon and moving toward the town of Nevada City and its adjacent property developments. Additionally, high density forest structure has created increased stress and resource competition.

Potential Alternatives

¹ North, Malcolm; Stine, Peter; O'Hara, Kevin; Zielinski, William; Stephens, Scott. 2009. An ecosystem management strategy for Sierran mixed-conifer forests. Gen. Tech. Rep. PSW-GTR-220. Albany, CA: U.S. Department of Agriculture, Forest Service, Pacific Southwest Research Station. 49 p.

1. Project as proposed. The project as proposed has selection silviculture. The project area will be harvested using ground-based methods. This undertaking will aid in the development of a more resilient forest structure to disturbances such as wildfire and insect outbreaks; thus providing for continued development of old growth stand structures and habitat elements. Note: It is important to read the entire harvest plan to gain a complete knowledge of the proposed project. A summary of potential significant adverse impacts for the project as proposed is as follows:

	Yes after mitigation (a)	No after mitigation (b)	No reasonable potential significant (c)
1. Watershed			X
2. Soil Productivity			X
3. Biological			X
4. Recreation			X
5. Visual			X
6. Traffic			X
7. Greenhouse Gases			X
8. Wildfire Risk			X

Summary: Considering the merits of the project as proposed and the landowners' objectives, this alternative will have the greatest net benefit to both natural resources, the community, and the landowners. Therefore, the timber harvest plan should be undertaken as proposed.

2. No project: Under this alternative no portion of the proposed timber harvest plan will be implemented and would leave the project area to continue in its present state with none of the landowner's objectives being met. The results of this course include decreased forest health due to continued resource competition stress and increased fire hazard due to continued high fuel loading. Additionally, a "no-project" alternative would leave sequestered carbon in dense thickets of living trees at risk of emissions due to wildfire, and the sustainable harvest of timber proposed in this plan ensures the stable removal and storage of carbon into forest products. The Plan area to be treated will result in a higher level of stand productivity, allowing increased carbon storage which would not be achieved in the 'no project' alternative. A summary of potential impacts for not doing the project is as follows:

	Yes – no mitigation is associated with a "no project" alternative	No after mitigation (b)	No reasonable potential significant (c)
1. Watershed	X		
2. Soil Productivity			X
3. Biological	X		
4. Recreation			X
5. Visual			X
6. Traffic			X
7. Greenhouse Gases	X		
8. Wildfire Risk	X		

Summary: The 'No project' alternative would not meet any of the landowner's objectives and may contribute to future adverse effects on natural resources. Therefore, the no project alternative was not chosen to be implemented.

3. Alternative Site: The landowners desires to do this type and scale of forest improvement activities and fuels reduction work on this property given its size and proximity to the community of Nevada City and South Yuba River Canyon.

4. Alternative Land Use: The RPF has considered various other silvicultural options for this stand; however given the constraints of the Conservation Easements and the landowner objectives, the proposed silvicultural prescription is a "best fit" in this specific situation. Selection helps to achieve the goals of increasing forest health and reducing the risk of catastrophic wildfire. Given there are no anticipated significant impacts expected as a result of the proposed silviculture and that the silviculture optimally meets the landowner's objective, there is no other combination of silvicultural prescriptions which would be better or less impacting than those proposed. Therefore, no alternative silvicultural analysis has been conducted.

Silviculture (Item 14)

An intensive inventory of the Plan area conducted in 2023 found that approximately 34% of the overstory is comprised of the Group B species, black oak.

PRE-HARVEST* (~268 sqft)

Diameter Class	Basal Area	
	Group A Species**	Group B Species
8 - 12	17	7
12-18	48	31
18 - 30	55	27
30 +	58	25
Total	177	90
% of total	66%	34%

POST-HARVEST* (~100-150 sqft)

Diameter Class	Basal Area	
	Group A Species**	Group B Species
8 - 12	5	2
12-18	7	8
18 - 30	30	12
30 +	48	24
Total	90	46
% of total	66%	34%

* These numbers are an estimation using data from a forest inventory done in 2023 and projected harvest planning.

**Group A species on site are ponderosa pine, sugar pine, Douglas-fir, incense cedar, and white fir; the Group B species is CA black oak.

Watercourse and Lake Protections (Item 26)

No disagreements with the USGS quad map were made within the plan area.

Domestic Water Notification (Item 28)

No domestic water notifications are required for this Plan as there is no mapped watercourse within 1,000' of the boundary of the Plan area adjoining to a Class I, II, or IV which receives surface drainage from the proposed timber operations.

Biological Resources (Item 32 a and b)

During the scoping process for this THP a 3-mile radius around the project area was used in evaluation of biological impacts. For wildlife in this assessment area, the February 2023 California Natural Diversity Data Base (CNDDB) and California Spotted Owl Database was queried for known occurrences of species listed as Threatened or Endangered or Board of Forestry Sensitive Species within the 3-mile buffer BAA. Additionally, unprocessed occurrences in the Biogeographic Information and Observation System (BIOS) were also queried from the USGS 7.5 Minute Quadrangle maps that intersect the 3-mile buffer (Nevada City & North Bloomfield). Information was also gathered from the California Wildlife Habitat Relationship System (CWHR) and California Department of Fish and Wildlife (CDFW) for those species with habitat identified within the project or assessment area boundaries.

For botanical species, the California Native Plant Society (CNPS) Rare Plant Inventory was queried for plants listed as endangered or threatened and those classified as rare (CNPS Rare Plant Ranks 1&2) for the USGS 7.5 Minute Quadrangle map on which the THP area is located, as well as the additional quad map within the 3-mile buffer. Additionally, the CNDDB was queried for known occurrences of listed as endangered or threatened and CNPS Rare Plant Ranks 1-2 within the 3-mile buffer BAA. Additional information was gathered from Calflora for those species with habitat identified within the project area boundaries.

Habitat within the project area is Sierran mixed conifer timberland and lower montane coniferous forests.

The CWHR Habitat Stage of the THP is comprised of about 35% MHW 4D (montane hardwood, small trees (11-23.9" DBH), dense (60-100%) canopy cover), 30% SMC 5D (Sierra mixed conifer, medium/large trees (>24" DBH), dense (60-100%) canopy cover), and 20% SMC 4D (Sierra mixed conifer, small trees (11-23.9" DBH), dense (60-100%) canopy cover). The remainder of the area is made up with CWHR types comprising less than 10% of the THP area. Field observations would indicate a lower presence of medium/large trees and a large component of smaller trees (trees under 24" DBH).

Endangered, Threatened and Rare Plants

The following special-status species were identified under the CNDDDB, the CNPS Rare Plant Inventory, and BIOS per the scoping process described above. Not all special-status species listed under federal and state species lists are further evaluated due to unsuitable habitat or lack of observations in the area.

Table information was gathered from the California Native Plant Society Rare Plant Inventory, CNDDDB, and BIOS for the 2 USGS 7.5' Quadrangle maps within the BAA. The BAA is still the 3-mile radius of the THP.

Scientific name	Common name	CA Rare Plant Rank	Habitat	Blooming Period	Include in further consideration	Information Source
<i>Lycopodiella inundata</i>	inundated bog-clubmoss	2B.2	It grows in wet habitat, such as bogs, ponds, moist spots on the tundra, and long-standing borrow pits.	N/A - fern	No -- no such wet habitats exist within the Plan area.	CNDDDB

<i>Rhynchospora capitellata</i>	brownish beaked-rush	2B.2	Lower montane coniferous forest, Marshes and swamps, Meadows and seeps, Upper montane coniferous forest	Jul-Aug	No -- no such wet habitats exist within the Plan area.	CNDDDB, CNPS
<i>Lewisia cantelovii</i>	Cantelow's lewisia	1B.2	Broad-leaved upland forest, Chaparral, Cismontane woodland, Lower montane coniferous forest	May-Oct	Yes	BIOS, CNPS
<i>Carex cyrtostachya</i>	Sierra arching sedge	1B.2	Lower montane coniferous forest (mesic), Marshes and swamps, Meadows and seeps, Riparian forest (margins)	May-Aug	No -- no such wet habitats exist within the Plan area.	BIOS, CNPS
<i>Carex xerophila</i>	chaparral sedge	1B.2	Chaparral, Cismontane woodland, Lower montane coniferous forest	Mar-Jun	Yes	BIOS, CNPS

Table information citation: California Native Plant Society, Rare Plant Program. 2023. Inventory of Rare and Endangered Plants of California (online edition, v8-03 0.39). Website <http://www.rareplants.cnps.org> [accessed 27 February 2023].

A Rare Plant Rank	Description
1A	Plants presumed extinct in California and rare/extinct elsewhere
1B.1	Plants rare, threatened, or endangered in California and elsewhere; seriously threatened in California
1B.2	Plants rare, threatened, or endangered in California and elsewhere; fairly threatened in California
1B.3	Plants rare, threatened, or endangered in California and elsewhere; not very threatened in California
2A	Plants presumed extirpated in California, but more common elsewhere
2B.1	Plants rare, threatened, or endangered in California, but more common elsewhere; seriously threatened in California
2B.2	Plants rare, threatened, or endangered in California, but more common elsewhere; fairly threatened in California
2B.3	Plants rare, threatened, or endangered in California, but more common elsewhere; not very threatened in California

The factors used to determine if suitable habitat exists for the species listed were standard and specific habitat requirement descriptions paired with ocular investigations of those habitats relative to the species listed. Ocular investigations of associated species typically found with the listed species were also used to determine the habitat potential for the project area.

Endangered, Threatened and Special Status Wildlife

Table information was gathered from the February 2023 CNDDDB (California Natural Diversity Database), through the BIOS database, using the 3-mile buffer BAA and intersecting three USGS 7.5-Minute Quadrangle maps with the 3-mile buffer BAA, and through ocular observation, respectively.

Scientific name	Common name	Listing	Habitat	Habitat in Plan Area	Habitat in BAA	Considered Further	Source
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<i>Bombus occidentalis</i>	western bumble bee	CESA Candidate Endangered	Meadows and grasslands with abundant flowering resources and considered preferred habitat. The species is a generalist forager.	No	Yes	No -- Given the plan area has dense understory shading out diverse understory flora, there is no habitat within this THP.	CNDDDB
<i>Rana boylei</i> pop. 3	foothill yellow-legged frog - north Sierra DPS	CESA Threatened	Partially shaded, shallow streams and riffles with a rocky substrate in a variety of habitats; needs at least some cobble-sized substrate for egg-laying; needs at least 15 weeks to attain metamorphosis	No	Yes	No -- There is no appropriate watercourse within or immediately adjacent to the Plan area.	CNDDDB
<i>Rana draytonii</i>	California red-legged frog	Federal ESA Threatened	Quiet permanent pools of streams, marshes, and occasionally ponds.	No	Yes		CNDDDB
<i>Aquila chrysaetos</i>	golden eagle	CESA Endangered	Uncommon permanent resident and migrant throughout CA, specifically in rolling foothills, mountain areas, sage-juniper flats, or desert. Nests on cliffs and in large trees in open areas.	No	Yes	No -- This species is unlikely to nest in the project area given the lack of perching/nesting sites in the Plan area.	BIOS
<i>Strix nebulosa</i>	great gray owl	CESA Endangered	Breeds in old-growth red fir, mixed conifer with decadent large oaks, or lodgepole pine habitats; requires meadows or meadow complexes to support foraging.	No	Yes	No -- There is not sufficient foraging habitat to support nesting great gray owl.	BIOS
<i>Strix occidentalis occidentalis</i>	California spotted owl	Proposed threatened under Federal ESA in the Sierra Nevada	Multi-layered forest habitat with high canopy closure and a mixture of trees sizes and densities, as well as large diameter old-growth trees for nesting and roosting.	Yes	Yes	Yes	Spotted Owl DB

**Source: CDFW Special Animals List, January 2023 (<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=109406>)

Note that the THP and assessment areas are outside of the ranges for the following 14 CCR 898.2(d) Board of Forestry Sensitive Species: great egret, peregrine falcon, California condor, Northern spotted owl, Marbled murrelet.

Item 36, Non-Confidential Archaeological Addendum

Archaeological Surveyor Information:

Name: Katherine Benedict, RPF #3138

Affiliation: FRST Corp

Mailing Address: 111 Bank St #418, Grass Valley, CA 95945

Telephone Number: (530) 615-4067

Records Check Date and ID #: 2/14/2023, ID# NEV-23-14

List and dates of contacts made for Native American Consultation: 1/1/2023 & 2/15/2023

NEVADA COUNTY (ALL)

NATIVE AMERICAN HERITAGE COMMISSION
1550 Harbor Blvd., Room 100
West Sacramento, CA 95691
(916) 373-3710
Fax: (916) 373-5471
NAHC@nahc.ca.gov
<https://nahc.ca.gov/>

United Auburn Indian Community of the Auburn Rancheria*
Gene Whitehouse, Chairperson
10720 Indian Hill Road
Auburn, CA 95603
Tribal Affiliation: Maidu, Miwok
(530) 883-2320
Fax: (530) 883-2380
bguth@auburnrancheria.com
mmoore@auburnrancheria.com
<https://auburnrancheria.com/>

Washoe Tribe of Nevada and California*
Serrell Smokey, Chairperson
Darrel Cruz, Tribal Historic Preservation Officer
919 Highway 395 North
Gardnerville, NV 89410
Tribal Affiliation: Washoe
(775) 265-8600
Fax: (775) 265-2254
(775) 546-3421 (Darrel cell)
darrel.cruz@washoetribe.us
serrell.smokey@washoetribe.us

Training and Experience of surveyor: Cal Fire Archaeological Training Course #172, completed 9/20/2020 (Katherine Benedict) and Cal Fire Archaeological Training Course #179, completed 4/2/2021 (Noam Knopf-Boyer)

Survey Methods and Procedures:

- a. Survey strategy: A focused intuitive reconnaissance archeological survey was performed by a person with a current CAL FIRE archeological training certificate. Additionally, low-intensity cursory surveying was performed while doing field reconnaissance, property inventory, flagging boundaries, and marking. If any potential resources were observed during this low intensity survey, they were revisited and further investigated. Areas near road prisms, flat areas including existing landings, and the watercourse zone were the focus of the intuitive reconnaissance survey for presence of prehistoric or historic resources. The survey strategy was focused on investigating these areas because road prisms and landings incur soil disturbance that may reveal past human activity which may be evidenced by the presence of midden or other artifacts. Landings are generally located on flat areas that are more likely to have been used by people. Watercourses are also more likely to be used than forested mid-slopes for the water resource including conveyance or food preparation activities.
- b. Time spent conducting survey: 45 hours
- c. Survey date: 3/21/23, 3/22/23, 3/27/23, 3/31/23, 4/17/2023
- d. Survey coverage intensity: About 50% of the property was covered with a low intensity, cursory survey during reconnaissance of the property, field layout, and plan preparation; some of these areas were later covered in moderate or high intensity surveys. Approximately 10% of the property was covered in a moderate-intensity intuitive survey, which included surveying around areas with previously recorded archaeological sites, and other areas identified during pre-field or the cursory survey as being likely to have been used for prehistoric or historic land uses, such as flat areas, ridges, and gentle slopes. The thoroughness/intensity of the moderate-intensity strategy was about 65% of the ground within the footprint of this intensity was visually inspected. A high-intensity, intensive survey was conducted on areas adjacent to known archaeological sites that have similar or desirable topography for prehistoric or historic human activity. The high-intensity survey included boot scrapes at the distances shown in section (e) below; generally, 90% of the ground within these areas was visually inspected. Approximately 5% of the property was surveyed using the high-intensity intensive survey type.
- e. Ground visibility and other limitations: The primary ground visibility limitations are thick clumps of small diameter trees and dense brush that covers a high percentage of the Plan area. Other limitations include general forest floor vegetation, downed woody material, and duff. Boot scrapes and intensive brush navigation were employed to overcome these limitations. During the high-intensity survey, these boot scrapes were employed approximately every 30 feet in flat areas, and approximately every 50-100 feet in sloped areas (over 15% slope) to remove litter and duff. The surveyor pushed her way through large expanses of brush on her hands and knees in order to get a clearer view of the areas with brush causing visibility limitations.

EXHIBIT F — Cost Proposal Form

Proposer: _____ **Date:** _____

Item	Description	Estimated Quantity	Unit Price	Total Price
1	Mobilization and demobilization	1 lump sum		
2	Timber harvest — cutting merchantable and sub-merchantable trees and vegetation; processing and delivery of merchantable sawlogs to SPI Oroville; construction of mechanical burn piles from slash and sub-merchantable material	40 acres		
3	Fireline construction , machine constructed except where the RPF directs hand construction	3,610 feet		
			TOTAL (Items 1-3)	

Additive unit rate (not included in the total above, and not scored):

Item	Description	Unit	Unit Price
4	Hand-constructed fireline where directed by the RPF under Exhibit B, Section 2.5	per lineal foot	

Unit prices shall include all overhead and profit and shall include no offset or credit for timber value. Actual quantities may fluctuate; unit prices shall remain firm.

Addendum acknowledgment. The proposer acknowledges receipt of Addenda No. _____ through _____ and of YWI's written responses to questions.

Signature: _____ Title: _____

TIMBER OPERATIONS CONTRACT

Round Mountain 2026 Timber Operations | MTHP #2-23-00126-NEV

Exhibit G to the Request for Proposals

Project Name: Round Mountain 2026 Timber Operations

Date of this Contract: _____

Completion date: February 28, 2027. Operations shall cease by this date and may resume only as provided in Section 2.19.

This **TIMBER OPERATIONS CONTRACT** (“Contract”) is between the organization identified below, referred to as “**Organization**,” and the operator identified below, referred to as “**Operator**.” Organization’s licensed forester, referred to as “**Organization’s Forester**,” administers this Contract on Organization’s behalf as provided in Section 2.03.

All operations under this Contract will take place on private land owned by the persons identified below, referred to collectively as “**Landowner**.”

“Organization”

“Operator”

Yuba Watershed Institute
c/o Chris Friedel, Executive Director
305 Railroad Ave Ste 2
Nevada City, CA 95959
(530) 955-1822
chris@yubawatershedinstitute.org

“Organization’s Forester”

“Landowner”

TÜV SÜD Forestry Consulting

c/o Katherine Benedict, RPF #3138
12503 Loma Rica Drive

Grass Valley, CA 95945
(530) 446-1123
katherine.benedict@tuvsud.com

Janaia Donaldson and Robin Mallgren

[Contact details provided at contract execution]

Recitals

A. Landowner owns the real property in Nevada County, California identified as Assessor's Parcel Number 062-080-068, on which the timber operations described in this Contract will take place (the "Property").

B. Organization and Landowner have entered into a written land tenure agreement granting Organization and its subcontractors access to the Property to implement the project of which this Contract is a part.

C. Organization is the Timber Owner of record for the Property under Minor Deviation #2 to MTHP #2-23-00126-NEV, accepted by CAL FIRE on August 6, 2026.

D. The Property is subject to a recorded conservation easement held by Bear Yuba Land Trust, as amended. The requirements arising from that easement that apply to Operator's work are stated in **Exhibit B, Section 4**. The recorded easement is the controlling instrument as between Landowner, Organization, and the easement holder, and a copy is available from Organization on request.

E. Landowner is not a party to this Contract but is an express third-party beneficiary of Sections 2.17 and 2.18 and may enforce those sections directly.

ARTICLE 1 — SPECIFIC CONTRACT TERMS

See Article 2 for additional terms.

1.01 Term and dates of operations

Commencement: upon Organization's written Notice to Proceed.

Completion: February 28, 2027. Operations shall cease by this date and may resume only as provided in Section 2.19.

1.02 Modified Timber Harvest Plan

MTHP #2-23-00126-NEV, as amended.

1.03 Estimated acres to be treated

40 acres. Final acreage will be based on GPS data of the completed area collected by Organization's Forester.

1.04 Operator compensation

Item	Unit	Unit Price
Mobilization and demobilization	lump sum	\$
Timber harvest	per acre	\$
Fireline construction (machine constructed except where the RPF directs hand construction)	per lineal foot	\$
Additive rate: hand-constructed fireline where directed by the RPF	per lineal foot	\$

Total not to exceed: \$_____

Operator's unit rates are service rates and include no offset or credit for timber value. Unit rates are firm and shall not be adjusted for changes in quantity, except as provided in Section 2.02.

1.05 Operator performance withhold

None.

1.06 Branding and marking

Operator shall brand logs on **one end** with [TBD] color paint using the brand [TBD], and shall mark the branded end with a [TBD] color paint dot as designated by Organization's Forester.

1.07 Insurance — additional insureds

The following shall be named as additional insureds. Certificates and endorsements shall be issued to:

- Yuba Watershed Institute, c/o Chris Friedel, Executive Director, 305 Railroad Ave Ste 2, Nevada City, CA 95959
- Janaia Donaldson and Robin Mallgren, address provided at contract execution

See Section 2.18.

1.08 Scope of work

The Scope of Work is attached as **Exhibit B** and is incorporated into this Contract by reference. Exhibit B is the controlling description of the work.

1.09 Other special terms

None.

1.10 Exhibits

- **Exhibit A** — Project Map
- **Exhibit B** — Scope of Work

- **Exhibit C** — Sub-merchantable Thinning Designation by Prescription Guidelines
 - **Exhibit D** — SPI Purchase Order and Log Specifications
 - **Exhibit E** — MTHP #2-23-00126-NEV, Sections I, II, and III
-

Operator agrees to perform timber operations on the above-named project in accordance with the terms of this Contract. By signing below, Operator acknowledges that it has read this Contract, including the General Contract Terms in Article 2, the mediation and arbitration agreement, and the Exhibits, and agrees to them.

This Contract is effective only upon execution by both parties.

“ORGANIZATION”

By: _____

Title: _____

Date: _____

“OPERATOR”

By: _____

Title: _____

Date: _____

ARTICLE 2 — GENERAL CONTRACT TERMS

2.01 Term

Operator shall commence operations and complete performance on or about the dates listed in Section 1.01, subject to Section 2.19.

2.02 Acreage to be treated

The estimated acres are listed in Section 1.03. Organization does not warrant the acreage. The project area has been flagged on the ground, and Operator is responsible for treating all acres within the flagged project area. Organization’s Forester will collect GPS positions of the boundaries upon Operator’s notice of completion to determine final payment.

Unit rates shall remain firm. If final GPS acreage varies by more than ten percent (10%) from the estimate in Section 1.03, either party may request an equitable adjustment to the total not-to-exceed amount in Section 1.04.

2.03 Organization’s Forester; authority

Organization’s Forester provides professional advice to Organization and Operator regarding project specifications, compliance with the MTHP, the conservation easement requirements at Exhibit B, Section 4, and best management practices.

Organization’s Forester is Organization’s authorized representative for technical direction and for the inspection and approval of work. **Organization’s Forester has no authority to**

modify the price, scope, or completion date of this Contract. Any change that materially increases Operator's cost or time requires a written change order under Section 2.05.

2.04 Operator compensation and payment

As full compensation for performance of this Contract, including furnishing all equipment, materials, supplies, and labor, Organization shall pay Operator at the rates in Section 1.04 for work completed, inspected, and approved.

Operator may submit invoices no more frequently than monthly. Each invoice shall be limited to work completed during the invoice period and shall itemize acres of timber harvest and lineal feet of fireline claimed.

Mobilization and demobilization. One half of the mobilization and demobilization lump sum may be invoiced after Operator's equipment has been moved onto the project and inspected by Organization's Forester under Exhibit B, Section 7. The remaining half may be invoiced after all equipment has been removed from the project **following final completion of the work** and Organization's Forester has confirmed in writing that the site and access roads have been left in the condition required by Section 2.12. A removal of equipment for a suspension under Section 2.19 does not trigger this payment.

No invoice, or portion of an invoice, shall be paid until Organization's Forester has inspected the work claimed and approved it in writing. Organization's Forester shall inspect within ten (10) business days of Operator's written notice that work is ready for inspection, and shall either (a) approve the claimed work in writing, or (b) issue a written punch list identifying work that does not meet the requirements of this Contract. Operator may correct punch list items and claim them on a subsequent invoice following re-inspection and written approval.

Acreage shall be determined by GPS positions collected by Organization's Forester. Organization shall pay approved amounts within thirty (30) days of the later of receipt of the invoice or Organization's Forester's written approval of the work claimed.

Organization may offset against amounts otherwise payable any deduction for which Operator is responsible under Section 2.08.

2.05 Changes

Organization's Forester may direct changes in the work by written notice. Direction that is consistent with the prescription and the requirements of Exhibit B, including corrective work identified in compliance inspections, is at no additional cost to Organization.

Any change that materially increases Operator's cost or the time required for performance requires a written change order signed by Organization before the affected work proceeds. Change order work shall be priced at the unit rates in Section 1.04 where applicable, and otherwise at a rate negotiated in good faith. Operator shall not be entitled to additional compensation for work performed without a written change order.

2.06 Operator's performance

In connection with its timber operations, Operator shall at all times:

- a. Keep employed sufficient personnel and have sufficient equipment available to perform the work in a manner equal to or better than accepted good timber operations practices and those required by law in the area where the operations are performed;
- b. Pay and discharge all wages of its employees and not permit any liens, attachments, or encumbrances arising out of Operator's operations to attach to any logs, to the Property, or to any property of Organization or Landowner;
- c. Conduct timber operations only within the boundaries of the project area as fixed by Organization, and be liable to Organization and others in the event of trespass beyond those boundaries. Operator shall protect existing subdivision corner and boundary markers and monuments within or bordering the cutting area or the access routes. If any corner is destroyed, Operator shall cause it to be replaced at Operator's expense by a licensed surveyor or engineer;
- d. Procure, concurrently with signing this Contract, and maintain in full force for the entire term, the insurance specified in Section 2.18; and
- e. Immediately notify Organization of, and promptly furnish copies of insurance accident reports concerning, any accident occurring while Operator, its sub-operators, or their agents or employees are operating on the Property or performing under this Contract.

2.07 Branding and marking

Organization's Forester will furnish branding paint. Operator shall brand logs per Section 1.06. All logs at the landing shall be branded by the end of each working day.

2.08 Scaling; timber ownership; log revenue

Ownership. Organization is the Timber Owner of record for the Property. **No title to timber or logs shall pass to Operator at any time by virtue of this Contract.** Organization holds the purchase order with the receiving mill, invoices the mill, receives all proceeds from the sale of logs, and is responsible for the California timber yield tax, the forest excise tax, and for any reports required of the timber owner under Public Resources Code sections 4585 and 4587.

Scaling. All merchantable material shall be scaled at the receiving mill on a net merchantable board foot basis by the mill's scalers and/or Bureau scalers. Operator shall deliver copies of all scale tickets and load receipts to Organization's Forester within five (5) business days of delivery.

Deductions. Loads or portions of loads rejected or deducted by the mill for bucking, length, trim, mis-sort, metal, or other defect attributable to Operator's workmanship are at Operator's cost, and Organization may offset those amounts against sums otherwise payable to Operator. Deductions for natural defect not reasonably detectable by Operator at the time of bucking are at Organization's cost.

Metal. Operator shall check with a metal detector any log suspected of containing metal prior to shipment and shall not ship any log known or suspected to contain metal.

Mill interruption. If the receiving mill closes its yard, imposes a quota, ceases accepting cedar from this project, or the purchase order lapses, cutting operations shall halt until Organization's Forester secures another outlet. Time lost to the halt is addressed under Section 2.19. If a halt exceeds thirty (30) days, or if a replacement outlet materially changes haul distance, either party may request an equitable adjustment to the unit rates in Section 1.04.

2.09 Production specifications

Operator shall complete treatments in accordance with this Contract, Exhibit B, the MTHP, and further instructions of Organization's Forester consistent with Section 2.05. Operator shall deliver sawlogs per the specifications in Exhibit B, Section 2.2 and in Exhibit D. Organization's Forester may give further instruction consistent with Section 2.05.

2.10 Permit responsibilities

Unless otherwise stated in Article 1, the parties have the following responsibilities for obtaining and maintaining permits necessary for the timber operation.

- a. **Organization / Landowner:** (1) the Modified Timber Harvest Plan; (2) any permissions needed for Operator's access to the project site; (3) notice to the conservation easement holder.
- b. **Operator:** (1) current and active Licensed Timber Operator Class A license in good standing with the California Board of Forestry and Fire Protection; (2) all required licenses and permits for commercial vehicle operations; (3) county or state highway encroachment permit, if needed.

2.11 Compliance with project description and laws

- a. Operator shall conduct operations in compliance with the MTHP, which is Exhibit E and whose provisions are incorporated by reference, and with the Scope of Work at Exhibit B, including the conservation easement requirements at Section 4 of that Exhibit. Operator acknowledges that it has received and reviewed this Contract and its Exhibits before signing.
- b. Operator shall operate in a businesslike and efficient manner, equal to or better than accepted timber operations practices in the area, in accordance with modern and approved timber operations practices, and in accordance with the directions of Organization.
- c. Operator shall keep and observe all state and federal laws, rules, and regulations applicable to such operations, including without limitation those pertaining to protection and conservation of fish and game, cultural resources, archaeological resources, and prevention of pollution of any streams and water sources.
- d. Operator shall keep and observe all state and federal laws, rules, and regulations applicable to the employment of labor.

- e. Except for those permits identified in Section 2.10(a), Operator shall secure all licenses and permits and file all notices required by law relating to Operator's performance, and upon request shall provide Organization evidence of compliance.
- f. Operator shall notify Organization and Organization's Forester immediately of any inspection, citation, notice of violation, or notice of non-compliance issued by CAL FIRE or any other agency in connection with this project, and shall promptly furnish copies.

2.12 Operator's road maintenance

Operator shall maintain all roads and landings used to treat the project area and to deliver equipment, in the manner required by this Contract, the MTHP, and applicable state regulations. Operator shall leave roads and landings in good condition, suitable for log hauling and able to resist erosion and water damage, and shall repair any damage to off-site roads resulting from Operator's timber operations. At completion, roads shall be in as good or better condition than before use and shall meet the erosion control specifications of this Contract.

Prior to mobilization, Operator shall provide Organization's Forester with video or photographic documentation of the condition of the roads to be used.

2.13 Fire precautions and suppression

Operator shall use the utmost diligence and precaution to prevent fires from starting or spreading on or from the project area and adjacent land, or within one hundred (100) feet of either side of any road Operator uses under this Contract. Operator shall at all times maintain functioning fire extinguishers and the fire tools required by Public Resources Code section 4428 at all work sites in readily accessible positions, and shall train personnel in proper fire prevention and extinguishing procedures.

Operator shall use all reasonable and practicable means to suppress any fire that may occur, including the use of Operator's crews and equipment, to save standing and downed timber and all property of any person from damage. Operator shall strictly comply with state laws relating to the prevention and suppression of fire and all rules and regulations of political subdivisions and governmental agencies having jurisdiction, including those regarding the burning or disposal of slash and Public Resources Code section 4428.

Operator's responsibility to suppress fires occurring upon the project area exists regardless of the responsibility of any political body or agency having jurisdiction. Operator shall promptly report by cell telephone, radio, or other expeditious means to CAL FIRE, Organization, and Organization's Forester all fires occurring on or threatening to run onto the project area or the Property.

Requirements for Red Flag Warnings, fire watch, and industrial fire precaution levels are set out in Exhibit B, Sections 5 and 8, and are incorporated here.

2.14 Safety

Operator shall comply with all applicable Cal/OSHA requirements and shall maintain and implement an Injury and Illness Prevention Program covering the work under this Contract. Operator shall furnish a copy to Organization upon request.

2.15 Independent operator status

All of Operator's operations are for Operator's own account exclusively. Nothing in this Contract makes Operator the agent of Organization, authorizes Operator to obligate or bind Organization, or constitutes Operator and Organization partners or joint venturers. This Contract does not make Operator a servant or employee of Organization or of Organization's Forester. Operator shall conduct operations as an independent contractor, shall have control over its employees, and assumes the following:

- a. The risk of injury to persons, including Operator's employees; the risk of liability for trespass upon lands other than those designated by Organization; the risk of damage to property; and the risk of incurring any expense in connection with operations, including for fire suppression, in each case to the extent arising out of Operator's operations;
- b. The duty to obtain all licenses and permits set forth in Section 2.10(b) and to pay all agency fees required of Operator during the course of operations;
- c. The duty to pay as they become due all claims and expenses arising out of the project and out of Operator's business generally, and to keep the Property free and clear of all liens and claims arising out of Operator's work. If such liens or claims are or may be asserted against the logs or the Property, or if any expense remains unpaid, Organization may withhold the amount from sums due Operator;
- d. The duty to furnish and maintain at Operator's expense all labor, tools, supplies, trucks, and other equipment necessary to perform this Contract; and
- e. The duty to pay all fines and penalties incurred from Operator's violation of any law or regulation applicable to its operations.

2.16 Subcontracting

Operator shall not subcontract any portion of the work without Organization's prior written consent. Operator shall bind each approved sub-operator to the applicable terms of this Contract, including the insurance requirements of Section 2.18, and shall remain fully responsible to Organization for the acts and omissions of its sub-operators.

2.17 Indemnification of Organization and Landowner

- a. **Indemnification obligation.** Operator agrees to indemnify, defend, and hold harmless Organization and Landowner and their respective officers, employees, agents, contractors, and licensees from any and all claims, demands, liabilities, costs (including attorneys' fees), expenses, damages, liens, and charges arising from the acts or omissions of Operator, its employees, or its sub-operators of any level, **except to the**

extent such claims arise from the sole negligence or willful misconduct of Organization or Landowner.

- b. **Defense of claims.** Operator shall, at Operator's own cost, defend against any action, suit, or other legal proceeding, including arbitration and mediation, brought against Organization or Landowner on any such claim, and shall pay or satisfy any judgment, decree, or award rendered against Organization or Landowner in such proceeding.
- c. **Liens and attachments.** If any party files a lien against the Property or seeks to attach or garnish funds or property held by Landowner or Organization (a "Lien Claim") and the Lien Claim relates to Operator's activities or obligations, then within three (3) business days after notice from Organization, Operator shall either cause the satisfaction, discharge, or release of the Lien Claim, or deposit with Organization cash or a corporate surety bond conditioned on its satisfaction, release, or discharge. Any bond shall be in a form and from a guarantor acceptable to Organization, in an amount equal to the Lien Claim plus such additional reasonable sum as Organization specifies for anticipated expenses. If Operator does not timely obtain release or provide satisfactory security, Organization may pay the claim and withhold that sum from moneys due Operator. Failure to protect against a Lien Claim is a default permitting Organization to terminate this Contract immediately and pursue all available remedies. Operator shall indemnify Organization and Landowner for any loss, cost, liability, or damage suffered on account of such Lien Claims.
- d. **Fire indemnity.** Operator agrees to indemnify, defend, and hold harmless Organization and Landowner from all costs, expenses, and liability in connection with the patrol or protection of the cutting area against fire, or the suppression of any fire, **arising out of or in connection with Operator's operations under this Contract**, except to the extent arising from the sole negligence or willful misconduct of Organization or Landowner. This covenant survives the expiration or earlier termination of this Contract.
- e. **Third-party beneficiary.** Landowner is an express third-party beneficiary of this Section 2.17 and of Section 2.18 and may enforce them directly.

2.18 Insurance

Operator shall, throughout the life of this Contract and through final acceptance of the work, carry and maintain at Operator's expense the following:

- a. **Commercial general liability** — bodily injury and property damage, with limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate, including Logger's Broad Form (Form B) third party liability insurance and coverage for fire suppression costs.
- b. **Business and commercial auto liability** — for all owned, hired, and non-owned vehicles, with minimum limits of \$1,000,000 combined single limit per occurrence.
- c. **Workers' compensation, employer's liability, and unemployment insurance** — statutory workers' compensation and unemployment security or insurance as required by the State of California, plus employer's liability of not less than \$1,000,000 per

accident, including a waiver of subrogation in favor of the parties listed in Section 1.07. Coverage shall protect all of Operator's employees, including executive, managerial, and supervisory employees as well as laborers.

All sub-operators shall carry insurance to the limits above.

The parties listed in Section 1.07 shall be named as additional insureds on the policies in subsections (a) and (b), and all such policies shall be primary to and non-contributory with any insurance carried by Organization or Landowner.

Before mobilization, Operator shall deliver to Organization certificates of insurance together with copies of the actual additional insured endorsements (ISO forms CG 20 10 and CG 20 37 or equivalent) and the workers' compensation waiver of subrogation endorsement.

Operator shall give Organization at least thirty (30) days' written notice of any cancellation, non-renewal, or material reduction in coverage, and ten (10) days' notice in the case of cancellation for non-payment of premium.

2.19 Time for completion; limited operating period; suspension of operations

Time is of the essence. Each term, covenant, and condition shall be fully performed by Operator on or before the date specified for completion, subject to this Section.

Hard completion date and limited operating period. Operator shall cease all operations no later than **February 28, 2027**. No operations shall occur during the limited operating period for the California spotted owl, which runs from **March 1 through August 30, consistent with the U.S. Fish and Wildlife Service consultation for the adjacent BLM project. The completion date shall not be extended into the limited operating period under any provision of this Contract.**

Suspension by Organization. Organization may require Operator, upon written notice, to suspend timber operations because of fire hazard, strikes, mill interruption under Section 2.08, or other conditions outside Organization's absolute control.

Suspension and resumption. If operations are suspended because of weather, wet or saturated soil conditions, Red Flag Warnings, a suspension under this Section, a mill interruption under Section 2.08, or other circumstances beyond Operator's reasonable control, and the suspension prevents completion by February 28, 2027, then the remaining work shall be suspended for the limited operating period and shall resume when Organization's Forester confirms in writing, no earlier than the end of the limited operating period, that operations may recommence. In that event the completion date shall be extended to a date set by Organization in writing, not later than **October 31, 2027**.

Unless Organization agrees otherwise in writing, Operator shall remove all equipment from the Property before the start of the limited operating period and shall leave the site and access roads in the condition required by Section 2.12. Before remobilizing, Operator shall re-perform the pre-mobilization requirements of Sections 2.12 and 2.18.

Operator's unit rates in Section 1.04 shall remain firm through any such suspension. Remobilization following a suspension that spans the limited operating period shall be

compensated by written change order, which Organization shall issue under Section 2.05, in an amount not exceeding one half of the mobilization and demobilization lump sum in Section 1.04. Operator shall not otherwise be entitled to additional compensation or lost profit by reason of a suspension under this Section.

Notice. Operator shall give Organization's Forester written notice of each day on which operations are suspended under this Section, within five (5) business days of the onset of the suspension.

2.20 Default

Immediate suspension. Organization may suspend operations immediately upon written or oral notice for any violation relating to safety, fire, or environmental protection, for operating outside the flagged project area, or for cutting unmarked trees. Operations may resume when the violation is remedied to the satisfaction of Organization's Forester.

Other defaults. For any other failure by Operator to perform an obligation or condition of this Contract, Organization shall give Operator written notice describing the failure. If the failure is not remedied within five (5) business days after that notice, Organization may declare this Contract in default and either (1) suspend Operator's operations until the default is remedied, without compensatory extension of time, or (2) terminate this Contract and recover damages for Operator's breach, without prejudice to any other remedy.

Additional grounds. The following are also grounds for declaring default and terminating this Contract:

- a. Operator makes an assignment for the benefit of creditors;
- b. An involuntary petition in bankruptcy is filed against Operator and is not set aside or dismissed within thirty (30) days, or Operator files a voluntary petition under any law for the adjudication of bankruptcy or for extension of time for payment, composition, adjustment, modification, settlement, or satisfaction of liabilities;
- c. A receiver is appointed for Operator's property by reason of insolvency or alleged insolvency and is not set aside within thirty (30) days after appointment;
- d. Any department of the state or federal government, or any duly authorized officer, takes possession of Operator's business or property by reason of insolvency or alleged insolvency or for any other reason; or
- e. Operator's progress is such that it appears to Organization, in its reasonable judgment, that Operator will not complete performance in the time allowed. In that event Organization may terminate this Contract, or may elect to continue this Contract and engage another Licensed Timber Operator to complete treatments in the area covered by this Contract, in which case Operator shall cooperate fully with Organization and the other operator so the project is completed as soon as economically possible.

The remedies in this Contract are not exclusive, and Organization shall have all other remedies available at law and in equity.

2.21 Termination for convenience; availability of funds

Organization may terminate this Contract, in whole or in part, for its convenience upon ten (10) days' written notice to Operator. Upon such termination, Operator shall be paid at the rates in Section 1.04 for work satisfactorily completed and accepted through the effective date of termination, including the unpaid portion of the mobilization and demobilization lump sum. Operator shall not be entitled to lost profit or overhead on work not performed.

This Contract is funded in whole or in part by a grant. Organization's obligations are contingent upon the continued availability of grant funds. If funding is reduced, suspended, or withdrawn, Organization may terminate or suspend this Contract on the terms of this Section.

2.22 Records, audit, and funder requirements

Operator shall maintain complete records relating to its performance, including payroll records, invoices, scale tickets, and daily production records, for four (4) years after final payment. Operator shall permit Organization, the project funder, the State of California, and their authorized representatives to examine and audit those records during that period, consistent with Government Code section 8546.7, and shall include an equivalent provision in any subcontract.

Operator shall cooperate with any funder-required acknowledgment, signage, site visit, or reporting requirement of which Organization gives notice.

2.23 Nondiscrimination

Operator shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, gender identity, sexual orientation, national origin, ancestry, age, disability, medical condition, marital status, military or veteran status, or any other characteristic protected by law, and shall comply with all applicable federal and state nondiscrimination and equal opportunity laws.

2.24 Waiver

Failure by Organization at any time to require strict performance by Operator of any provision shall not affect Organization's right to enforce that provision, nor be held to be a waiver of any continuing or succeeding breach or of the provision itself.

2.25 Assignment

Operator may not assign this Contract or any right under it without Organization's prior written consent, nor shall it be transferred by operation of law, execution sale, or by any receiver or trustee in bankruptcy without like written consent. Any attempted assignment or transfer without such consent is void and confers no rights on the assignee or transferee.

2.26 Binding on successors

This Contract inures to the benefit of and binds the successors, assigns, heirs, and personal representatives of the parties.

2.27 Notices

Any notice, demand, request, consent, approval, or communication required under this Contract shall be in writing and shall be delivered personally, sent by first class mail postage prepaid, or sent by email with confirmation of receipt, to the addresses stated on the first page of this Contract or to such other address as a party designates by notice. Notice by mail is effective three (3) business days after deposit; notice by personal delivery or email is effective upon receipt. Oral notice is effective only where this Contract expressly permits it.

2.28 Complete contract

This Contract, together with its Exhibits and Operator's proposal dated _____ as accepted by Organization, constitutes the entire agreement of the parties. In the event of conflict, the following order of precedence applies: Article 1 governs over Article 2; Article 2 governs over the Exhibits on matters of contract administration, payment, risk allocation, and time; Exhibit B governs over Article 2 on the description and technical specification of the work; Exhibits D and E govern over Exhibit B only where the MTHP or the receiving mill's log specifications impose a stricter requirement; and this Contract and its Exhibits govern over Operator's accepted proposal. Operator shall not substitute the foreman, other key staff, or the equipment identified in its accepted proposal without Organization's prior written consent, which shall not be unreasonably withheld. Any prior or contemporaneous agreement, oral or written, not set forth herein is of no force or effect. This Contract may not be modified or amended except by a written agreement signed by both parties, or by a change order under Section 2.05.

2.29 Severability

If any provision of this Contract is held invalid, illegal, or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired.

2.30 Governing law

This Contract shall be construed and enforced in accordance with, and governed by, the laws of the State of California, without reference to conflict of laws principles.

2.31 Survival

Sections 2.17, 2.18, 2.22, and 2.33, and any other provision that by its nature is intended to survive, shall survive the expiration or earlier termination of this Contract.

2.32 Counterparts and electronic signature

This Contract may be executed in counterparts, each of which is an original and all of which together constitute one instrument. Signatures delivered electronically or by electronic signature platform have the same effect as original signatures.

2.33 Mediation and arbitration of disputes

- a. Any controversy between the parties involving the construction, application, or performance of any term, provision, or condition of this Contract shall, on the written

request of either party served on the other, be submitted to mediation before a mediator acceptable to all parties. The mediation shall occur within 45 days of the initial request unless extended by agreement. If a party commences arbitration or a court action on a dispute or claim to which this Section applies without first attempting to resolve the matter through mediation, that party shall not be entitled to recover attorneys' fees.

- b. If the mediation is unsuccessful, either party may, within 5 days thereafter, serve a written request on the other demanding that the matter be submitted to binding arbitration.
- c. **Exceptions.** Neither mediation nor arbitration is required:
 - i. if the matter is justiciable in small claims court, in which case the dispute shall be resolved in that court;
 - ii. if the controversy also involves third parties unwilling to submit to arbitration and multiple proceedings would result from enforcement of this clause, in which case the dispute shall be resolved through the courts; or
 - iii. if it is alleged that irreparable harm would occur before completion of arbitration, in which case a party may immediately file suit, file a lis pendens where legally authorized, or apply for injunctive relief or other provisional remedy, after which the matter shall be stayed and submitted to mediation and arbitration once the court has acted on provisional relief.
- d. Except as provided here, arbitration shall comply with and be governed by the California Arbitration Act, Code of Civil Procedure section 1280 et seq.
- e. Upon receipt of a notice of intent to arbitrate, the parties shall mutually agree on an arbitrator within 15 days. If they cannot agree on a single arbitrator, each party shall appoint a selection arbitrator, and the two selection arbitrators shall select a third impartial arbitrator to decide the matter within 30 days of the notice of arbitration. If this process fails to produce an impartial arbitrator in a timely manner, either party may petition the court for appointment of an arbitrator under Code of Civil Procedure section 1281.6.
- f. The decision of the arbitrator, after close of the hearing, is final and conclusive upon the parties.
- g. The parties agree to do all acts necessary to expedite the proceedings so the matter can be arbitrated within 90 days of service of the notice of intent to arbitrate.
- h. Upon a showing of good cause and approval of the arbitrator, either party may obtain discovery necessary to prove its case. The arbitrator shall supervise discovery to ensure it is carried out expeditiously and is not unduly burdensome or a cause of delay, and may establish shortened time requirements and impose appropriate sanctions for non-compliance.

- i. Up to the time of award, the cost of arbitration shall be split by the parties. If a party fails to pay its share in a timely fashion, the arbitrator shall treat the omission as a default and enter judgment in favor of the other party. The arbitrator may award the prevailing party reimbursement for fees and expenses incurred, including arbitration costs paid, or allocate attorneys' fees and expenses between the parties in such proportions as the arbitrator decides is just and reasonable.
- j. The arbitrator shall make the decision in writing and shall explain the basis of the ruling. The arbitrator shall follow California law and shall have authority to impose any appropriate remedy permitted under California law. Either party may seek clarification or reconsideration of the award within 10 days of issuance.
- k. **Confidentiality.** All proceedings and all documents prepared in connection with any arbitrable claim shall be confidential and, unless otherwise required by law, the subject matter shall not be disclosed to any person other than the parties, their counsel, witnesses and experts, the mediator, the arbitrator, and, if involved, the court and court staff. All documents filed with the arbitrator or with a court shall be filed under seal. The parties shall stipulate to all arbitration and court orders necessary to effectuate this Section.