

June X, 2015

Paul DeLong
Wisconsin State Forester
101 S. Webster Street
Box 7921
Madison, WI 53707

Dear Mr. DeLong,

Thank you for your comments submitted regarding the Information collection for Good Neighbor Agreements with State Cooperators. We received formal comments from several entities, including you. We reviewed all of the comments, and responses to your comments are enclosed.

I think that you will be pleased to see that we have incorporated many of your suggestions. We feel that the collaborative effort made to develop these Good Neighbor Agreement templates has been very valuable and will ensure that our documents will fit the needs of both the Forest Service and our State partners.

We look forward to working with you to implement Good Neighbor projects in Wisconsin.

Sincerely,

Leslie Weldon
NFS Deputy Chief

Wisconsin DNR

Comment: Recommend including sub-contractors and sub-awardees in the Non-Federal Status for State Participant Liability provision.

Response: This is a good suggestion and they will be added to the templates.

Question: Can the Program Income provision be updated to reflect the additive method as the default?

Answer: The provision has been updated to make the additive method the default.

Comment: Suggest that language be added to specifically allow maintenance of permanent roads.

Response: This was added to the “Authorized Activities” paragraph of the Supplemental Project Agreement and section II Good Neighbor Authority Objectives paragraph of the standalone agreement since it applies to more than just timber sales. It is also included in appendix D for the timber sale plan.

Comment: Recommendation that the GNA agreements span 10 years.

Answer: This is captured in draft policy.

Supplemental Project Agreements

Comment: Suggest that language be added to clarify that the Unit Price is an estimated value that is not considered to be a “not to exceed number.”

Response: The Unit Price is estimated for budget purposes and will not be considered as a “not to exceed” value.

Question: How will the appraisal and revenue language be revised? Will this include liquidated damages in the event of contractor default or non-performance?

Answer: Appendix A, under required specifications for timber removal, clarification was provided for appraised value, minimum rates, and program income. Additional appraisal direction will be provided in Forest Service policy under development.

Comment: Need to clarify requirements for tracer paint, as it is not required by many State agencies. Same comment for log load accountability.

Response: Appendix D, item 6 wording “as appropriate” was added to clarify that not all activities listed are requirements.

Comment: Clarification is needed for who prepares/provides the silvicultural prescription and/or marking guides.

Response: Under II. A. (2). In the SPA, language was modified to say “provided or approved silvicultural prescriptions and timber marking guides.” The project specific statement of work will have to clarify whether the state or the Forest Service prepares them.

Comment: Would like to see the development of an approved timber sale contract template that would allow for a more streamlined process for quick approval of contracts.

Response: The Forest Service would support development of an approved timber sale contract template. This will need to be done at the agreement level and is therefore not specified or required in the template.

Comment: Appendix D, Timber Removal Plan should be amended to indicate that the items are suggested as needed and agreed upon, not mandatory

Response: Appendix D, item 6 wording “as appropriate” was added to clarify that not all activities listed are requirements.

Comment: Several parties commented on edits to the Timber Sale contract checklist.

Response: Edits were made regarding payments, road maintenance, and suspension/debarment certification.



DRAFT