



MODIFICATION OF GRANT OR AGREEMENT

PAGE	OF PAGES
1	43

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 19-MU-11020300-028	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: n/a	3. MODIFICATION NUMBER: 01
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): U.S. Forest Service, Black Hills National Forest Supervisor's Office 1019 N. Main Street Custer, SD 57730	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): U.S. Forest Service, Black Hills National Forest Mystic Ranger District 8221 Mt Rushmore Road Rapid City, SD 57702	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): F3 Gold LLC 1620 Central Ave NE, Ste 104 Minneapolis, MN 55413	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): n/a	

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input checked="" type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD: Changes provision IV. Z.: expiration date to July 8, 2024
<input type="checkbox"/>	CHANGE IN FUNDING:
<input checked="" type="checkbox"/>	ADMINISTRATIVE CHANGES: Updates language throughout the MOU starting on page 10.
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

This modification will replace all pages in the current MOU with the attached pages excluding the Appendix B signature blocks and the MOU signature blocks.

10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Updated MOU in its entirety excluding the Appendix B signature blocks and the MOU signature blocks.

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. F3 Gold LLC SIGNATURE (Signature of Signatory Official)	11.B. DATE SIGNED 10/01/19	11.C. U.S. FOREST SERVICE SIGNATURE (Signature of Signatory Official)	11.D. DATE SIGNED 2 Oct 2019
11.E. NAME (type or print): ROBERT BERGMANN		11.F. NAME (type or print): MARK E. VAN EVERY	
11.G. TITLE (type or print): President		11.H. TITLE (type or print): Forest Supervisor	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by: DAVID GRAHAM U.S. Forest Service Grants & Agreements Specialist	12.B. DATE SIGNED 10/01/19
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Burden Statement

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FS Agreement No. 19-MU-11020300-028

Cooperator Agreement No. _____

**MEMORANDUM OF UNDERSTANDING
Between The
F3 GOLD LLC
And The
USDA, FOREST SERVICE
R2 BLACK HILLS NATIONAL FOREST
MYSTIC RANGER DISTRICT**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between F3 Gold LLC, hereinafter referred to as "F3 Gold LLC," and the USDA, Forest Service, R2 Black Hills National Forest Mystic Ranger District, hereinafter referred to as the "U.S. Forest Service."

Title: F3 Gold LLC/F3 Gold Jenny Gulch Jug Exploration Drilling Project

I. PURPOSE: The purpose of this MOU is to document the cooperation between the parties to prepare an environmental analysis pursuant to the National Environmental Policy Act (NEPA) in accordance with the following provisions.

II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

The Forest Service is the federal land manager and regulates surface operations of the F3 Gold LLC/F3 Gold Jenny Gulch Jug Exploration Drilling Project through the Forest Service locatable mineral regulations (36 CFR 228, Subpart A), the 1897 Organic Administration Act (30 Stat. 11), the 1970 Mining and Mineral Policy Act (P.L. 91-631), and as part of its decision process, the Forest Service must comply with the NEPA, the National Forest Management Act of 1976, the Forest Service special-use permit regulations in 36 C.F.R. 251, and other applicable statutes, regulations, Executive Orders, and the Forest Service Manual and Handbook direction (collectively, "the applicable legal requirements").

Based upon the Project description and other information provided by the Proponent, and an initial assessment of the Project, the Forest Service has determined that an Environmental Assessment (EA) must be prepared to determine whether an Environmental Impact Statement (EIS) is required or a Finding of No Significant Impact is possible.

The NEPA documents will be prepared by a third-party contractor in a manner consistent with the applicable legal requirements and the requirements of this Agreement.



The Parties agree that the NEPA documents will be given a high priority, will be initiated and completed promptly, will utilize existing information and resource specialists to the greatest extent appropriate, will focus on key environmental issues, and will provide an opportunity for full participation by interested members of the public and governmental agencies consistent with the applicable legal requirements.

In consideration of the above premises, the parties agree as follows:

III. F3 GOLD LLC SHALL:

- A. Establish a principal point of contact for the Proponent on all matters relating to the NEPA documents.
- B. Enter into a contract with the Prime Consultant that contains all of the following requirements and that is approved by the Forest Service:
 1. Selection by the Prime Consultant of its principal point of contact for all matters relating to the NEPA documents.
 2. Inclusion of all the requirements specified in Appendix A, B, C, and D.
 3. Execution of a disclosure statement by the Prime Consultant, each of the Prime Consultant's professional personnel, and any of the Prime Consultant's subcontractors as well as the subcontractor's professional personnel stating that the Prime Consultant, the Prime Consultant's professional personnel and the Prime Consultant's subcontractors and the subcontractor's professional personnel have no financial interest in the outcome of the NEPA analysis. (40 C.F.R. 1506.5(c))
 4. A statement that the Prime Consultant's work product will be considered Forest Service work product owned by the Forest Service. All work will be prepared under Forest Service supervision and is intended to meet legal requirements that apply to the Forest Service. Subject to Forest Service approval, the Prime Consultant may obtain technical assistance or information from one or more independent, third-party subcontractors.
 5. Acknowledgment that the Proponent is solely responsible for all Primary Consultant and subcontractor fees, costs, and expenses, and the Primary Consultant and subcontractors shall make no claim against the Forest Service for such fees, costs, and expenses.
 6. A provision that states that neither the Prime Consultant nor any subcontractors may conduct public surveys or questionnaires without prior approval of the Forest Service.
 7. Acknowledgment that the Prime Consultant will be under the supervision of



the Forest Service, and the Forest Service will make the final determination concerning the scope and contents of the Prime Consultant's work.

8. A requirement that the Prime Consultant conduct its NEPA analysis in full compliance with all applicable legal requirements.
9. A requirement that the Prime Consultant and its subcontractors (if any) document all of their work, including any sampling, testing, field observations, literature searches, analyses, recommendations, letters, e-mails and other work that supports the NEPA analysis. The Prime Consultant shall maintain a master index of all documents it receives or generates that are directly or indirectly considered in the decision making process or that demonstrate compliance with laws, regulations or policies. The index will show at a minimum the date, author, addressee, source document, document number and page number, and subject matter of the document. The Prime Consultant and any subcontractors shall also document all the Forest Service records in a similar and compatible manner. The index shall be an appendix to the NEPA documents and used to incorporate by reference the items listed in the index to the NEPA documents. The index shall be updated throughout the preparation of the NEPA documents. These documents and index will form the basis of the Administrative Record compiled and designated by the Forest Service. The term "document" as used in this paragraph includes data of any sort, including but not limited to electronic media; planning data; maps; files; reports; e-mails; computer, audio or video tapes and disks; and other records.
10. If required by the Forest Service, a statement that the Prime Consultant and any subcontractors comply with the Communications Protocol and an acknowledgment that all communications will be part of the Forest Service's deliberative process regarding the Project.
11. A requirement that the Prime Consultant meet with and brief the Forest Service with pertinent information to facilitate Forest Service direction and guidance regarding the process on the following topics:
 - a. the issues that will be addressed in the NEPA documents.
 - b. the proposed action.
 - c. the alternatives to be analyzed in detail and the alternatives that will not be analyzed in detail.
 - d. the changes to documents required by the comments received from the public.
 - e. mitigation and monitoring measures if any and analyses and disclosures required by those measures.
12. A requirement that if the Proponent or the Forest Service terminates this MOU, the Prime Consultant will submit to the Forest Service a written report on the environmental work and analyses it or its subcontractors



performed prior to the date of termination as well as copies of all work product gathered or created by the Consultant or its subcontractor prior to the date of termination.

13. A requirement that the Prime Consultant work closely with the Forest Service on the following tasks:
 - a. developing and implementing a public involvement plan for public scoping;
 - b. preparing draft responses to public comments if requested for Forest Service consideration prior to Forest Service finalization of its responses to public comments; and conducting and completing all necessary studies, inventories, and suitable reports for all resources that may be impacted by the Project and that will be disclosed during the scoping process. These may include but are not limited to cultural features; sensitive, threatened and endangered plant and animal species; wetlands; visual esthetics; fisheries; riparian zones and tundra environments.
 - c. analyzing the direct, indirect, and cumulative effects of the proposed action and alternatives. The final scope of this analysis will be determined through the public scoping process.

 14. A requirement that if a litigation hold notice is issued by the United States Department of Justice or by the USDA Office of the General Counsel, the Prime Consultant and any subcontractors will comply with all the terms of that notice.

 15. A requirement that if there is a legal challenge to the Forest Service's NEPA compliance for this Project, the Prime Consultant and any subcontractors, must make available to the Forest Service any information requested by the Forest Service. The contract must also require the Prime Consultant to respond to all Forest Service requests for information and testify at deposition and/or trial regarding any aspect of the Project about which the Prime Consultant possesses information.
- C. Provide to the Prime Consultant or the Forest Service any necessary or relevant technical or environmental information it may have and which the Forest Service's determines is needed for the NEPA documents.
 - D. Respond to data requests and provide review comments (such as a description of the Project and changes thereto) within a reasonable time set by the Forest Service. If the Proponent fails to provide requested materials on schedule, the NEPA analysis schedule will be adjusted by the Forest Service to the extent necessary for timely completion of the NEPA documents.
 - E. Provide information about the feasibility of proposed action and alternatives design features, mitigation measures as requested by the Forest Service.



- F. Be solely responsible for all Primary Consultant and subcontractor fees, costs, and expenses and make no claim against the Forest Service for such fees, costs, and expenses.
- G. Fund all reproduction, printing, and distribution of preliminary, Draft, and Final NEPA documents, unless otherwise agreed to by the Forest Service.
- H. Respond to Freedom of Information Act (FOIA), 5 U.S.C. 552 and Privacy Act, 5 U.S.C. 552a requests regarding the Project and NEPA documents within established timeframes provided by the Forest Service.

IV. THE U.S. FOREST SERVICE SHALL:

- A. Establish a Project Manager (“Project Manager”) as the principal point of contact for the Forest Service on all matters relating to compliance with NEPA. The duties of the Project Manager shall include oversight of all analyses; facilitation of communications between the Forest Service, the Proponent, the Prime Consultant, and subcontractors to assure a timely and thorough exchange of relevant information among them; oversight of the public involvement plan developed by the Forest Service, including, without limitation, all necessary scoping meetings and other public reviews; and other duties as required to complete the NEPA documents.
- B. Select a qualified Prime Consultant based on past experience, technical competence, availability to perform work, and an absence of conflict of interest. A qualified Prime Consultant for this Project will have the following skills and experience: Knowledge and experience to conduct environmental effects analysis for the affected forest resources. Knowledge and experience to conduct social effects analysis for the affected communities. Knowledge and experience in preparing biological assessments. Experience facilitating controversial open public meetings. Ability to produce high quality environmental documents and visual displays which are effective at communicating environmental effects information to the general public. Knowledge of NEPA and other federal statutes that will need to be addressed in the Environmental Assessment and Finding of No Significant Impact. Knowledge, experience and demonstrated ability to understand operational and environmental issues associated with hard-rock mining. A Project Lead/NEPA Coordinator with extensive experience in managing NEPA projects with the Forest Service, and in the State of South Dakota.
- C. Furnish copies of the following information to the identified parties:
 - 1. The Prime Consultant and/or the Proponent shall be provided with the agreed-upon schedule of work between the Forest Service and the Proponent.



2. The Prime Consultant and/or the Proponent shall be provided with an outline of the format to be used for the NEPA documents as specified at 40 C.F.R. 1500-1508 and 36 C.F.R. 220.
 3. The Prime Consultant and/or the Proponent shall be provided access to the relevant Forest Plan, Forest Plan environmental analysis, and Record of Decision with all amendments to those documents.
 4. The Prime Consultant and/or the Proponent shall be provided access to the statutes, regulations, Executive Orders, Forest Service Manuals and Handbooks that control or guide the preparation of the NEPA documents.
 5. The Prime Consultant shall be provided with relevant written comments or reports prepared by the Forest Service Interdisciplinary Team.
 6. The Prime Consultant shall be provided with access to relevant letters, comments or other materials received by the Forest Service from interested parties or agencies in the scoping session, comments on the document, or at other stages in the analysis process.
 7. The Prime Consultant and/or the Proponent may be provided additional information as specified in Appendix A, B, C and D.
- D. Meet with the Prime Consultant throughout the preparation of the NEPA analysis to provide direction and make ultimate decisions regarding, at a minimum, the following topics:
1. The issues that will be addressed in the NEPA documents.
 2. The design criteria for the proposed action and the alternatives to the proposed action.
 3. The alternatives to be analyzed in detail and the alternatives that will not be analyzed in detail.
 4. Any changes to the NEPA analysis required by the comments received from the public.
 5. Proposed mitigation measures and disclosures required by those measures.
- E. Evaluate the information submitted by the Prime Consultant, subcontractors, the Proponent, or others, and maintain responsibility for the accuracy of that information (40 CFR 1506.5). Make the final determination regarding



inclusion or exclusion of material from the NEPA documents and take responsibility for the scope and content of the NEPA documents.

- F. Convene a Forest Service Interdisciplinary Team (“ID Team”) as required by 40 CFR 1500 to oversee the NEPA analysis. It is anticipated that the ID Team will function principally as a review team, providing technical guidance to the Project Manager, Prime Consultant, and any subcontractors regarding the issues and alternatives to be addressed in the NEPA documents. The ID Team will provide input and guidance on the adequacy of existing data and studies, and such additional matters as are useful to the prompt and efficient completion of the NEPA documents in compliance with the applicable legal requirements. Duplication of tasks between the Project Manager, Prime Consultant, any subcontractors, and ID Team members will be avoided.
- G. Respond to Freedom of Information Act (FOIA) requests in accordance with 5 U.S.C. 552 and Privacy Act, 5 U.S.C. 552a regarding the Project and NEPA analysis. If the Proponent, Prime Consultant or any subcontractors have provided the Forest Service with business information that would be responsive to a FOIA or Privacy Act request, the Forest Service will provide the Proponent, Prime Consultant or any subcontractors with prompt notification of any request for that information under FOIA. The Proponent, Prime Consultant or any subcontractors will be given reasonable time to assert privilege on information or records considered proprietary under FOIA. The Proponent, Prime Consultant, or any subcontractors will be notified of the Forest Service’s determination regarding disclosure of such records prior to the disclosure date. The Forest Service retains the right and authority to determine what is releasable in accordance with FOIA. The Proponent, Prime Consultant or any subcontractors will be promptly notified of all instances in which FOIA requesters bring suit seeking to compel disclosure of submitted information. 7 CFR 1.12.
- H. Prepare the final decision document.
- I. Supervise the preparation of the NEPA documents in compliance with applicable legal requirements including, but not limited to, ensuring public review of the NEPA documents and review of public comments. In exercising this responsibility, the Forest Service will endeavor to foster cooperation among other relevant agencies and to integrate NEPA requirements with other environmental review and consultation requirements in order to avoid, to the fullest extent possible, duplication of efforts by such agencies. (40 CFR 1500.5(g)-(h), 1501.2(d)(2), 1506.2) However, the Forest Service will not delegate to any other agency its authority over the scope and content of the NEPA documents or Forest Service approval of the Project.
- J. Provide direction to the Prime Consultant for designing, organizing, indexing, preparing and maintaining documents regarding the NEPA analysis. Using



documents provided in part by the Prime Consultant, and consistent with the applicable legal requirements, create and designate the official administrative record for the Project.

- K. Determine whether a communications protocol shall apply to the NEPA analysis. If required, comply with the communications protocol.
- L. Keep the Proponent informed of the status of the NEPA analysis, and discuss with the Proponent any additional data needs.
- M. Invite the Proponent to attend meetings with federal, state, regional, and local agencies and the public as appropriate (e.g., discussions on procedural matters; physical, biological, and social issues; the proposed action and alternative actions; impacts and their mitigation; and other compliance requirements).
- N. Meet with the Proponent as early as possible and as needed to discuss the Project description and components of the NEPA analysis to determine mitigation measures necessary to avoid or mitigate adverse impacts.
- O. Address Proponent-proposed alternatives and respond to procedural and substantive comments submitted by the Proponent during the NEPA analysis process.
- P. Maintain responsibility for public review of the NEPA documents, public hearings, analysis of public comments, and distribution of documents.
- Q. Receive all public comments on the Draft NEPA documents. Determine any necessary modification(s) to the NEPA documents as a result of public comments.
- R. To the fullest extent possible, utilize existing information, inventories, studies, and reports to support the NEPA documents, provided that such information can be verified by the Forest Service and is accurate as required by 40 CFR 1506.5(a) and (c).
- S. Retain the sole responsibility for making decisions regarding and approving the NEPA analysis. The Forest Service reserves the right to terminate the NEPA analysis in its sole discretion and for any reason, including lack of performance or poor work quality by the Prime Consultant and/or its subcontractors.

V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- A. It is understood by the Proponent and the Forest Service that the NEPA documents will be prepared by a Prime Consultant who will be paid by the Proponent. The



Prime Consultant will be chosen solely by and serve under the direct supervision and control of the Forest Service. The Prime Consultant's work product will be considered Forest Service work product owned by the Forest Service because it will be prepared under Forest Service supervision and is intended to meet legal requirements that apply to the Forest Service. Subject to prior Forest Service approval, the Prime Consultant may obtain technical assistance or information from one or more subcontractors. The combination of the Prime Consultant and any approved subcontractors working under the direction of the Forest Service Project Manager will be sufficient to prepare the analysis.

- B. Based upon a review of the Project and the information developed to date, the Forest Service and the Prime Consultant will make every effort to meet a time schedule mutually agreed upon in writing by the Proponent and the Forest Service. The schedule may be subsequently modified due to events or conditions beyond the control of the Parties. In that event, the Forest Service and the Proponent will agree in writing to a new schedule.
- C. Meetings between the Proponent and the Forest Service, for the purpose of exchanging facts and/or information, and updating the status of the NEPA analysis, will occur at the following key points in the planning stage for the NEPA analysis:
 - 1. Prior to selection of the Prime Consultant or subcontractors.
 - 2. Prior to establishing a written time schedule for the preparation of the NEPA documents.
 - 3. At the pre-work meeting with the Prime Consultant to review this MOU.
- D. The complexity and the independent nature of the NEPA process require a common understanding of the roles of the Forest Service personnel, the Proponent, the Prime Consultant, and other interested persons, agencies, and organizations. The role of the Proponent is the same as it would be if the process were being entirely performed by Forest Service personnel, with no Proponent financing.
- E. The Forest Service will make the final determination concerning the scope and content of the Consultant's work.
- F. Information and data collected by the Prime Consultant and any subcontractors may be inserted in the Administrative Record prepared by the Forest Service.
- G. If a litigation hold notice is issued by the United States Department of Justice or by the USDA Office of the General Counsel, both the Project Proponent and the Prime Consultant will comply with all the terms of that notice.
- H. If there is a legal challenge to the Forest Service's NEPA compliance for this



Project, the Proponent, Prime Consultant and any subcontractors, must make available to the Forest Service any information requested by the Forest Service, all at the Proponent's expense. The Proponent, Prime Consultant and any subcontractors shall also respond to all Forest Service requests for information and testify at deposition or trial regarding any aspect of the Project about which the Proponent, Prime Consultant, or any subcontractors possesses information, all at the Proponent's expense.

- I. The independent nature of the NEPA process creates the need to conduct the process with integrity. As specified in paragraph D., above, the Forest Service Project Manager will establish the process for the efficient flow of communication between the Prime Consultant, the Proponent and the Forest Service.
- J. All work product created pursuant to this Agreement, including but not limited to, all data and analyses, shall be the property of the Forest Service.
- K. Pursuant to the Forest Service NEPA Handbook, the Forest Service will give appropriate consideration to a "No Action Alternative" and other alternatives identified by the ID Team that are technically and economically feasible and address the purpose and need. The Proponent's financing of this NEPA analysis will have no bearing on the consideration given to the "No Action" or other alternatives.
- L. Either party, in writing, may terminate this MOU at any time before the date of expiration. In the event of termination, it is agreed to as follows:
 1. The analysis preparation process will terminate.
 2. All documentation, reports, analyses, and data used in the analysis developed by the Proponent, the Prime Consultant, or the Prime Consultant's subcontractors up to the date of termination will be delivered to the Forest Service for possible inclusion in the Administrative Record.
 3. The Prime Consultant shall submit to the Forest Service a written report of the environmental work and analysis it or its subcontractors performed prior to the date of termination as well as copies of all work product gathered or created by the Consultant or its subcontractor prior to the date of termination.
- M. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:



Cooperator Program Contact	Cooperator Administrative Contact
Robert Bergmann President 1620 Central Ave NE, Ste 104 Minneapolis, MN 55413 Telephone: (612) 246-4562 info@f3gold.com	Brian Lentz Vice President 1620 Central Ave NE, Ste 104 Minneapolis, MN 55413 Telephone: (612) 246-4562 info@f3gold.com

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Mark Van Every 1019 North 5 th Street Custer, SD 57730 Telephone: (605) 673-9200 FAX: (605) 673-9208 Email: mark.vanevery@usda.gov	Jerry Krueger 1019 North 5 th Street Custer, SD 57730 Telephone: (605) 673-9200 FAX: (605)-673-9208 Email: jerome.krueger@usda.gov

N. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement F3 Gold LLC acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debaring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If F3 Gold LLC fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds F3 Gold LLC has expended in violation of sections 433 and 434.

O. NOTICES. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or F3 Gold LLC is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.



To F3 Gold LLC, at F3 Gold LLC's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- P. PARTICIPATION IN SIMILAR ACTIVITIES. This MOU in no way restricts the U.S. Forest Service or F3 Gold LLC from participating in similar activities with other public or private agencies, organizations, and individuals.
- Q. ENDORSEMENT. Any of F3 Gold LLC's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of F3 Gold LLC's products or activities.
- R. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- S. USE OF U.S. FOREST SERVICE INSIGNIA. In order for F3 Gold LLC to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.



- T. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- U. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).
- V. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- W. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- X. DEBARMENT AND SUSPENSION. F3 Gold LLC shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should F3 Gold LLC or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- Y. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Z. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through July 8, 2024 at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- AA. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the



individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



APPENDIX A

OVERVIEW OF PROPOSED PLAN OF OPERATIONS

Proposed Plan of Operations Summary

F3 Gold LLC is proposing an exploration drilling project in the Jenny Gulch Area. F3 Gold LLC proposes to construct a total of 42 drill sites. The drill site locations may vary up to 50 ft. in any direction as necessary to minimize environmental impacts. Generally the drill pads will be approximately 50 ft. x 50 ft. to 35 ft. x 70 ft. In addition to the drill pads, 2 staging or “lay-down” areas of approximately 0.25 acres each will be constructed along NFSR 261 and 671. The approximate disturbed area, including overland trails will be 3.8 acres. The proposed duration of the project is one year. No mining or excavation is proposed within this plan and the proposed operations are for exploration only.

Access

Generally, the sites will be accessed using established Forest Service Roads off County, State or US Highways. The routes proposed were selected to minimize both social and environmental impacts. The main access from the North will be NFSR 261 (Jenny Gulch Road) via County Highway 237 (Rochford Road). The primary access from the South will be NFSR 671 (Sunnyside Gulch Road) or NFSR 261 (Jenny Gulch Road) via Silver City Road. Alternate access from the South includes Broad Gulch Road (NFSR 672) via US Hwy 385 to limit traffic along Silver City Road. Approximately 4,700 linear feet of off road travel beyond the roads listed above will be required.

Drilling Activity

Drilling will take place around the clock with two different crews working 12-hour shifts. There may be up to four drill rigs operating across the exploration area at one time. During drilling the cuttings and water used to flush out cuttings will be collected in water storage tanks. The cuttings are settled out and the water is recycled for use in the drilling process. Upon completion of drilling the cuttings will be dispersed in the disturbed area. Topsoil and/or organic material will be placed on the cuttings for reclamation.

Water Use and Sources

Water will be used for the diamond core drilling operations. The quantity of water used is estimated to range between 5,000 – 10,000 gallons/day. No water will be sourced from Rapid Creek under this Plan of Operations. All water will be sourced from an approved Municipal or Industrial source. Water will be trucked from the source to storage holding tanks either at the drill site and/or the staging area. A 20,000 gallon water storage tank will be stored at the staging area. Water will be circulated via water pump and water lines from water storage tanks to the drill site.

Equipment

A track- or truck- mounted diamond core drilling rig, a water truck, 4x4 Utility Terrain Vehicles and 4x4 pickup trucks for shuttling drill core, boxes, materials and fuel to the active drill pad as well as associated equipment such as skid-steer, grader, backhoe, etc. utilized during the construction, maintenance and reclamation of the proposed operations.



APPENDIX B

COMMUNICATION PROTOCOL

Pursuant to section V, O. of the Memorandum of Understanding, No. 19-MU-11020300-028 between the Black Hills National Forest and F3 Gold LLC, dated May 6, 2019, the following outlines a protocol to facilitate communication and coordination for the exchange of information between the Proponent, the Forest Service and the Prime Consultant. All communication between the Forest Service and the Prime Consultant will be part of the Forest Service's deliberative process regarding the Project.

The principal contacts for this instrument are:

Forest Service Project Manager

Jessica Eggers
Project Manager
8221 Mt. Rushmore Rd.
Rapid City, SD 57702
Phone: (605) 716-2071
FAX: (605) 343-7134
E-Mail: jessica.eggers@usda.gov

Proponent Project Contact

Robert Bergmann
President
F3 Gold, LLC
1620 Central Ave NE, Ste 104
Minneapolis, MN 55413
Phone: (612) 246-4562
E-Mail: info@f3gold.com

Prime Consultant Contact

Shanna Braun
Barr Engineering
4300 Market Pointe Drive, Suite 200
Minneapolis, MN 55434
Phone: (952) 842-3619
FAX: (952) 832-2601
E-Mail: SBraun@barr.com

While Proponent is entitled to a consultative relationship with the Forest Service regarding joint development of any plans and resolution of issues associated with the Project, this same consultative relationship does not extend to implementation of Forest Service NEPA procedures. While opportunities for communication between the Proponent and the Forest Service are still extensive, they generally do not go beyond those available to the general public.



Law, regulation, policy, and agency guidance require that NEPA procedures be implemented in an open, fair, and balanced manner, providing the public and the Proponent with equal access to the Forest Service and its decision-making process.

Since the Prime Consultant works for the Forest Service, it is prudent for the Prime Consultant to communicate regularly with the Project Manager. The following communication practices will be observed during the NEPA process for the Project:

1. The Proponent shall not seek to influence the Prime Consultant on substantive matters related to the Project and the Analysis, including, but not limited to, issue identification, impact analysis, alternative identification and mitigation development, other than through discussions with the Project Manager as permitted by terms of this Agreement.
2. The Forest Service is the sole provider of direction and supervision to the Prime Consultant, subject to the Proponent's role regarding Prime Consultant contract fees, costs and expenses as provided and in accordance with the contract. As such, internal information available to the Prime Consultant is not available to the Proponent unless prior approval is obtained from the Forest Service. The Parties expect that the Forest Service and its ID Team and the Prime Consultant will be engaged in deliberative communications in the development of the EA. The Parties understand and agree that these deliberative communications will not be released to the Proponent and are exempt from release under FOIA.
3. The Project Manager will provide the Proponent with periodic updates regarding milestones achieved in the Analysis.
4. The Proponent's communications with the Prime Consultant will be limited to issues related to billing, and other non-Analysis related issues pertaining to their contract. If the Proponent or the Prime Consultant have other issues they would like to discuss with one another, all such communication shall occur through the Forest Service.
5. Any information submitted to the Prime Consultant and/or the Project Manager by the Proponent for the purposes of the Analysis which the Proponent considers to be confidential information and exempt from disclosure under the Freedom of Information Act (FOIA) shall be labeled as such by the Proponent. In the event that a member of the public submits a FOIA request which describes Proponent's confidential information, the Forest Service will notify the Proponent of such a request provided under the terms of agency regulations (7 CFR § 1.2 and 43 CFR § 2.23).
6. All communications from the Proponent to the Forest Service regarding the Analyses which shall be made between the Proponent's principal point of contact and the Project Manager, unless the Project Manager instructs the Proponent's principal point of contact to communicate directly with another Forest Service



- employee or with the Prime Consultant. The parties recognize that the Proponent may need to contact representatives of the Forest Service from time to time on matters which do not relate to the Analyses, and nothing in this Agreement shall limit communication on such other matters.
7. Nothing in this Agreement shall prevent the Proponent from participating in public review of and comment regarding the Analyses to the same extent as is permitted to any other member of the public.
 8. All requests for information from the public or media directed to the Prime Consultant shall be directed to the Forest Service. Neither the Proponent nor the Prime Consultant shall speak for the Forest Service.
 9. By signature below, the Proponent and the Prime Consultant certify that the individuals listed in this document as representatives of the Proponent and the Prime Consultant are authorized to act in their respective areas for matters related to this Communications Protocol.



APPENDIX C

STATEMENT OF WORK OUTLINE

1.0 INTRODUCTION

2.0 GENERAL INFORMATION

Location

Physical Features

Biological Features

Social Features

3.0 SCOPE OF SERVICES

Part 1 – Preliminary NEPA Work

Task 1 – Introductory Meeting and Site Visit

Task 2 – Develop Public Involvement Plan

Task 3 – Collection and Assemblage of Environmental Data

Part 2 – Public Scoping

Task 4 – Initial 30-day Public Scoping

Task 5 – Public Information Meetings or Open House

Task 6 – Content Analysis

Task 7 – Interagency Scoping Meeting and Summary Report

Part 3 – EA Logistics and Preparation Plan

Task 8 – EA Format

Task 9 – Identification of Issues and Additional Input

Task 10 – Alternative Development, Design Criteria, and Analysis Review

Task 11 – Identification of Past, Present and Reasonably Foreseeable Activities

Task 12 – Updated Scope of Work and Budget for EA and Finding of No Significant Impact (FONSI)

Part 4 – EA/FONSI

Task 13 – Management Requirements and Design Criteria Options

Task 14 – Environmental Analysis

Task 15 – EA Graphics

Task 16 – EA/FONSI Assemblage and Internal Review

Task 17 – EA/FONSI Copying and Distribution

Task 18 – Pre-decisional Objection Period and Review

Task 19 – Forest Service Decision

Part 5 – Project Management and Coordination

Task 20 – Project Administration and Management

Task 21 – Administrative Record

4.0 PERSONNEL PROVIDED BY THE GOVERNMENT

Project Manager

Interdisciplinary Team

Responsible Official (Forest Supervisor) and Delegated Official (District Ranger)

5.0 PRIME CONSULTANT-FURNISHED ITEMS AND SERVICES

Work Plan

Site Visit



- Specifications for All Written Reports
- Environmental Assessment and Finding of No Significant Impact
- Content Analysis and Comment Response
- Project Record
- 6.0 GOVERNMENT-FURNISHED PROPERTY AND SERVICES**
- 7.0 PROOF OF QUALIFICATIONS**
- 8.0 TECHNICAL EXHIBIT 1: PERFORMANCE REQUIREMENTS SUMMARY**
- 9.0 TECHNICAL EXHIBIT 2: SAMPLE WORKPLAN**
- 10.0 APPLICABLE PUBLICATIONS**



APPENDIX D

NEPA STATEMENT OF WORK

1.0 INTRODUCTION

The purpose of this solicitation is to secure professional services in surface and groundwater hydrology, soils, wildlife biology, botany, geology/geochemistry, geotechnical engineering, recreation, range, archeology, writing/editing, and GIS applications to prepare an Environmental Assessment (EA), Finding of No Significant Impact (FONSI), biological evaluations (BEs)/ biological assessments (BAs), and archeological surveys and report in accordance with Section 106 of the National Historic Preservation Act pertaining to the F3 Gold LLC (Proponent) gold exploration proposal on the Mystic Ranger District.

Further, both Forest Service and Proponent agree that an independent third-party consultant (Prime Consultant) will be chosen and directed by the Forest Service to prepare the NEPA analysis (Analysis) for the F3 Gold LLC/F3 Gold Jenny Gulch Jug Exploration Drilling Project (Project). The Prime Consultant's role is to work cooperatively with, and under the direction of, the Forest Service to prepare environmental documents that meet the standards set forth by implementing regulations for the National Environmental Policy Act (NEPA), 40 Code of Federal Regulations (CFR) §1500-1508.

2.0 GENERAL INFORMANTION

The Forest Service has decided that an EA will be prepared. The need for the action is to facilitate an efficient and timely approval of a Plan of Operation for the F3 Gold LLC/F3 Gold Jenny Gulch Jug Exploration Drilling Project, while minimizing or preventing adverse impacts related to or incidental to exploratory drilling by imposing reasonable conditions that do not materially interfere with operations.

The Prime Consultant shall prepare an EA that will meet all legal, regulatory and policy requirements and can withstand challenge in objections and litigation. The Prime Consultant and any sub-consultants, as documented in their respective written contracts and consistent with the applicable legal requirements, shall do the following:

- Validate and use existing information, inventories, studies, and reports to support the Analysis to the fullest extent possible. Obtain new information where needed.
- Conduct and complete all necessary studies, inventories, and reports for all resource values identified in the agency scoping process, and as directed by the Forest Service. These resource values may include, but are not limited to, those disciplines set forth in Task 14, Environmental Analysis, of this scope of work.
- Independently accept and use information submitted within the established time schedule by the Proponent, consultants/sub-consultants working for the Proponent, and other parties provided that such information can be verified by the Forest Service and is accurate as required under 40 CFR § 1506.5(a) and (c).



An outline of the format to be used and the contents of the Analysis are specified at 40 CFR § 1500-1508, especially the definition of “environmental assessment” at 40 CFR and 1508.9. The project must also comply with the 1997 Revised Black Hills National Forest Land and Resource Management Plan, as amended by the Phase II Amendment ("Forest Plan") and all applicable legal and policy requirements of the Forest Service.

The Analysis will assess the direct, indirect, and cumulative effects of the Proponent's proposed plan and any new alternatives.

Location

The project are is located north of Silver City. The legal description of the location of the operations includes Sections 19, 30, 31, T2N R5E and Sections 13, 14, 24, 25, T2N R4E, Black Hills Meridian, Pennington County, South Dakota.

Physical Features

The area is characterized by the undulating, densely-forested terrain, typical of the Black Hills region. The landscape is dominated by broad ridge tops, narrow valleys, and the steep-walled canyon associated with Rapid Creek. This canyon is oriented generally west to east.

Biological Features

Ponderosa pine represents the dominant cover type on NFS land. Quaking aspen, bur oak, paper birch, and grass are also present as cover types. Several sensitive species are documented in the project area including birds, reptiles, amphibians, mollusks, and plants.

The project area includes at least one grazing allotment (Silver City Allotment). Cattle are generally in the area between June and October.

Social Features

Hunting, hiking, and driving are popular uses of the area. The project area has a comprehensive network of National Forest System roads and motorized trails.

3.0 SCOPE OF SERVICES

The following is the suggested scope of work for this NEPA Analysis and is segregated into the following parts to demonstrate NEPA process compliance and to allow for efficient management and oversight:

- Part 1 - Preliminary NEPA Work
- Part 2 - Public Scoping
- Part 3 - EA Logistics and Preparation Plan
- Part 4 - EA Preparation, Objection Process, and Decision Process
- Part 5 - Project Management and Coordination

These Parts are designed to serve as a general guideline for the NEPA work to be conducted for the Project. By dividing the work into parts, then further sub-dividing the



parts into tasks, the entire project can more easily be managed so that a complete and defensible NEPA Analysis can be achieved. The parts (and underlying tasks) represent a logical, practical, and project-tested course of action to complete a EA and related NEPA work.

PART 1 – PRELIMINARY NEPA WORK

Early planning and NEPA administrative work is divided into the following tasks:

- Task 1 – Introductory Meeting and Site Visit
- Task 2 – Develop Public Involvement Plan
- Task 3 – Collection and Assemblage of Environmental Data

Task 1 – Introductory Meeting and Site Visit

Representatives of the Forest Service, and the Prime Consultant will meet with the following objectives:

- Introduce personnel involved with NEPA effort and their responsibilities, e.g., Forest Service interdisciplinary team (IDT) members, Prime Consultant Project Manager and interdisciplinary team;
- Review the proposed scope of work and schedule;
- Establish lines of communication amongst Forest Service, cooperating and interested agencies, if applicable, the Proponent, and the Prime Consultant;
- Identify proposed action, purpose and need, and decision framework (Forest Service Handbook (FSH) 1909.15, 11.2);
- Discuss scoping procedures;
- Confirm date for public scoping meetings and meetings with interested agencies;
- Discuss protocol for the scoping meetings;
- Discuss EA logistics and format guidelines for meeting summaries, weekly and monthly status reports, and other documents;
- Develop a project mailing list using information from the Forest Service and Proponent;
- Establish dates for IDT meetings and the basic agenda for such meetings;
- Discuss other activities in the area;
- Obtain background reports, permit documents, and study information pertinent to the project area; and
- Possibly tour the F3 Gold LLC Gold Jenny Gulch Jug Exploration Drilling Project.

This meeting can be conducted in person, via conference call or video teleconference. This meeting will also lay the groundwork for future communications and analysis. The discussions at this pre-work meeting and the information obtained will be documented as part of the EA preparation work and included in the administrative file, by the Prime Consultant. The Proponent may be invited to attend this Introductory Meeting to provide clarification on project details, if needed. If a site visit is determined to be necessary, the Prime Consultant and Forest Service will make arrangements to schedule the site visit and identify the necessary participants.

**Task 2 – Develop Public Involvement Plan**

The Prime Consultant will develop, in coordination with the Forest Service, a public (internal and external) involvement plan that includes:

- Objectives for involving the public at specific points in the process.
- Identification of stakeholders/audience that need to be involved in order to meet the public involvement objectives at specific points in the process.
- Methods for reaching the parties or stakeholders, while meeting the public involvement objectives at specific points in the process.
- Strategies and plans for providing information to the media on the project and further opportunities for public involvement. Elements of this plan may include the following:
 - Interested and Cooperating Agency scoping;
 - Ongoing public involvement;
 - Publication of NEPA documents on Forest Service website;
 - Depositories for public document review;
 - EA mailing and distribution list;
 - Public notices related to the NEPA process will be published in the local newspapers; and
 - Throughout the NEPA process, the Forest Service will work to involve interested persons and interested/cooperating agencies in EA preparation. To the extent possible, depending on the stage of the process, the Forest Service will consider any pertinent written comments or concerns raised by the public and interested/cooperating government agencies throughout the process.

In cooperation with the Forest Service, the Prime Consultant will maintain the official mailing and distribution list for the NEPA work. The Forest Service will provide the Prime Consultant with updates to this listing periodically throughout the process, principally prior to release of EA documents. When any NEPA document is distributed to the mailing list, the Prime Consultant will print labels for distribution of appropriate documents.

The Prime Consultant shall ensure that the plan is based upon input from Forest and Regional Office staff and shall consider involvement of publics on a local, regional, and national scale.

Task 3 – Collection and Assemblage of Environmental Data

The Prime Consultant will be responsible for the collection and assemblage of pertinent background environmental data from the Forest Service, the Proponent, interested and cooperating agencies, and other sources; this data and information will be important for the preparation of EA and related NEPA documents. The USFS will ensure that environmental documents prepared by the Prime Consultant's ID Team are complete and adhere to NEPA regulations, Forest Plan standards, and all appropriate regulations.



PART 2 – PUBLIC SCOPING

This section will be used to develop the issues and concerns for the analysis of the project. This Project will be conducted under the 36 CFR Part 218 objection process. Scoping will be used to clarify public involvement methods, refine issues, select an interdisciplinary team (if necessary), establish analysis criteria, and explore possible alternatives and their probable environmental effects.

Task 4 – Initial 30-day Public Scoping

Task 5 – Public Information Meetings or Open House

Task 6 – Content Analysis

Task 7 – Interagency Scoping Meeting and Summary Report

Task 4 – Initial 30-day Public Scoping

Following the completion of the Public Involvement Plan, the Prime Consultant shall mail out the scoping statement. Forest Service will have at a minimum two weeks to comment on the draft public scoping document for the F3 Gold LLC/F3 Gold Jenny Gulch Jug Exploration Drilling Project and the Prime Consultant will have one week to incorporate the comments into a final document. Prime Consultant will be responsible for mailing the letters to individuals, interest groups, companies, and agencies on the mailing list provided in Task 1.

Task 5 – Public Information Meetings or Open House

The Prime Consultant, with assistance from the Forest Service, will schedule and attend public information meetings for the F3 Gold LLC/F3 Gold Jenny Gulch Jug Exploration Drilling Project to be held within two weeks of public distribution of the scoping document. The Prime Consultant will aid the Forest Service at these meetings, and the meetings will be opened and chaired by a Forest Service representative. Introductory remarks will be made, along with commenting instructions. The Forest Service responsible line officer or representative will attend public meetings (Forest Service Manual (FSM) 1626.6).

Prime Consultant will be expected to assist with sign-in of visitors, provide a note taker to capture comments while in the large group setting, create maps of the project for visual displays, assist in creation of visual aids for opening remarks, and provide personnel to visit with attendees in small group settings. Prime Consultant will provide a copy of meeting notes within 5 working days following each meeting during the lifetime of the project. These notes do not become "official" until the Forest Service has an opportunity to review them. Generally, the review will be five working days or less from time of receipt. Once "official", the notes will be placed in the project record.

Task 6 – Content Analysis

Public comments will be accepted in written form both hard copy and electronic (FS-comments-rocky-mountain-black-hills-mystic@usda.gov) only. An electronic database application approved by the Forest Service will be used for comment analysis and response.



The Forest Service will review and approve comment cataloging and coding prior to distribution to the applicable technical specialists. Expected time frame for Forest Service review depends on the number of comments received and the content of comment letters. Prime Consultant should expect approximately two to four weeks for Forest Service review.

The Prime Consultant will distribute the comments to the appropriate technical specialist. Prime Consultant technical specialists will be assigned at least one counterpart from the Forest Service ID team or from a cooperating agency to assist in preparing comment responses. The Forest Service will consider the comments and responses as part of the preparation of the EA.

The Forest Service and the Prime Consultant will coordinate development of scoping response protocol. Comments and responses will become part of the administrative record for the project and will be included as an appendix in the EA, either in total or in summary form. Any comment letters from government agencies will be included in total in the EA.

Task 7 – Interagency Scoping Meeting and Summary Report

The Forest Service will schedule an interagency scoping meeting to be attended by the Forest Service, Prime Consultant, and agencies potentially including:

US Army Corps of Engineers
US Environmental Protection Agency
US Geological Service
Bureau of Land Management
South Dakota Department of Environment and Natural Resources
South Dakota Game, Fish and Parks Department

Other pertinent agencies as determined by Forest Service

The purpose of this meeting is to discuss the Project and solicit input from interested and cooperating agencies regarding possible issues and concerns, as well as suggestions for data needs.

Following this meeting, the Prime Consultant will prepare a report documenting the list of participants and their agencies, along with a summary of the meeting discussions. This report will be submitted to the Forest Service for distribution to the attendees and will become part of the administrative record for the project.

In addition to interested and cooperating agencies, the Forest Service will conduct and document federally mandated consultation with American Indian tribal entities. The Prime Consultant will defer to the Forest Service on this matter as this process involves a government-to-government protocol to be handled by Forest Service designated officials. The Forest Service will prepare and provide to the Prime Consultant for inclusion in the administrative record a summary of any consultation meeting with tribal entities.



PART 3 – EA LOGISTICS AND PREPARATION PLAN

Logistics are of great importance in completing the NEPA process in a timely manner. The tasks associated with this part are as follows:

Task 8 – EA Format

Task 9 – Identification of Issues and Additional Input

Task 10 – Alternative Development, Design Criteria and Analysis Review

Task 11 – Identification of Past, Present, and Reasonably Foreseeable Activities

Task 12 – Updated Scope of Work and Budget for EA and Finding of No Significant Impact (FONSI)

Task 8 – EA Format

EA content and format will comply with requirements of 36 CFR 220, and FSH 1909.15, chapter 10. Form and style of writing should follow the U.S. Government Printing Office Style Manual.

Task 9 – Identification of Issues and Additional Input

Issues serve to highlight effects or unintended consequences that may occur from the proposed action and alternatives, giving opportunities during the Analysis to reduce adverse effects and compare trade-offs for the decision maker and public to understand. The Prime Consultant will identify issues and indicators of effect. Issues will be phrased as cause-effect statements relating actions under consideration to effects. The Forest Service will review and approve issue statements and indicators.

Task 10 – Alternative Development, Design Criteria and Analysis Review

As required by CEQ and the Forest Service NEPA Handbook 1909.15 (September 14, 2011), the Forest Service and the Prime Consultant will review and assess design criteria as part of the alternatives. Design criteria must be practical and feasible, with consideration given to technical and economic feasibility.

The Analysis must address the proposed action, no-action alternative, and other reasonable alternatives approved by the Forest Service. The alternatives must include relevant mitigation measures that could reduce the impacts of the project, even if those measures are outside the jurisdiction of the Agency.

- **No-Action Alternative.** This alternative will serve as the baseline for estimating the effects of the other options. Under the no-action alternative, the proposed action would not take place.
- **F3 Gold LLC Proposed Action.** Under this alternative, the Proponent would implement the proposal as presented in the Plan of Operations, submitted in November 2018.
- **Additional Design Criteria and Other Alternatives.** As part of the NEPA process, the Prime Consultant will review other possible design criteria and alternatives. Development of reasonable alternatives will be done as a joint process between Forest Service and the Prime Consultant. The Forest Service will decide which alternatives are analyzed in detail. The scope of this Analysis will be determined



from the proposed action purpose and need, public and agency comments, input from the Forest Service, and the significant issues that have been identified during the scoping process.

The merits of each design criteria option or possible alternative must be carefully weighed, with infeasible or otherwise unreasonable design criteria or alternatives being dismissed from further consideration in accordance with Forest Service NEPA guidance. Rationale for their dismissal will be discussed in the EA.

The process (and documentation) of conducting an adequate and defensible treatment of design criteria and alternatives is an important and vital part of the NEPA process. Attention should focus on practical and reasonable design criteria/alternatives based on purpose and need, technical and economic feasibility, legal and regulatory constraints, and environmental considerations.

The Prime Consultant will prepare text discussing design criteria/alternatives, with recommendations for the Forest Service. Discussions will follow with the Forest Service Project Manager and ID team. The Forest Service will ultimately be responsible for the alternatives to be evaluated in the EA. After the issues are identified and alternatives developed the Deciding Official will sign off on the alternatives developed as well as the alternatives dropped from further consideration. The EA will consider, at a minimum, a no action alternative and the proposed action.

The discussion on alternatives will be incorporated into EA Chapter 2, Alternatives, including Proposed Action.

Task 11 – Identification of Past, Present and Reasonably Foreseeable Activities

To assess cumulative impacts, the Prime Consultant should identify with input from the Forest Service pertinent past, present, and reasonably foreseeable activities. The Prime Consultant should also review the Forest Service Black Hills National Forest Schedule of Proposed Actions (SOPA) to determine if there are adjacent projects that could contribute to cumulative impacts along with the Proponent's project. The Forest Service will supply the Prime Consultant with a starting list of past/present/reasonably foreseeable actions to be included.

Task 12 – Updated Scope of Work and Budget for EA and Finding of No Significant Impact (FONSI)

Following scoping and the completion of Task 11, Identification of Reasonably Foreseeable Activities, and Task 10, Alternative Development, Design Criteria and Analysis Review, the Prime Consultant and the Forest Service will review the NEPA work scope to determine if revisions or additional information is required to assemble and complete the EA/FONSI. The Forest Service will approve any work scope changes for the EA Analysis, and the Proponent must approve any budget amendments in accordance with the terms of the contract between the Proponent and the Prime Consultant. When the scope of the EA is finalized, the Prime Consultant will prepare a



schedule for preparation of the EA with specific dates and milestones that will be geared toward timely and on-budget completion of the EA.

PART 4 –EA/FONSI

Preparation of the EA/FONSI will involve the following tasks:

- Task 13 – Management Requirements and Design Criteria Options
- Task 14 – Environmental Analysis
- Task 15 – EA Graphics
- Task 16 – EA/FONSI Assemblage and Internal Review
- Task 17 – EA/FONSI Copying and Distribution
- Task 18 – Objection Period and Review
- Task 19 – Forest Service Decision

Task 13 – Management Requirements and Design Criteria Options

Working with the Forest Service and cooperating agencies, the Prime Consultant will identify which alternatives are technically and economically feasible and address the purpose and need and significant issues. The Prime Consultant will address such management and design criteria measures in the EA and will describe the relative effectiveness of each measure.

Task 14 – Environmental Analysis

This task involves writing the Analysis of the affected environment for each technical discipline to be addressed in the EA.

During this activity, the Prime Consultant will summarize the additional available pertinent literature, results from field work, and other resource information on the physical, biological and socioeconomic conditions for the analysis area that have been compiled. The technical specialists will identify direct, indirect, and cumulative impacts based on the alternatives and the cumulative activities established in earlier work in Task 11.

The Forest Service will provide direction on the depth of analysis and the topics that will require analysis for the EA. Consistent with 40 CFR 1508.9(b), the goal is to prepare “brief discussions...of the environmental impacts”. The following is a list of resources that may be considered in the Analysis if relevant:

- Access and Transportation
- Botanical Resources, including threatened, endangered, proposed, and sensitive species, and species of local concern (SOLC)
- Climate and Air Quality
- Cultural Resources (Heritage Resources)
- Geology, Geohydrology and Geochemistry
- Hydrology
- Fisheries and Wildlife, including threatened, endangered, proposed, and sensitive species, SOLC, and management indicator species (MIS)



- Rangeland/Non-native Invasive Species
- Recreation/Travel Management
- Socioeconomics
- Vegetation and Timber Resources

Biological Assessments and/or Evaluations may also need to be written for this project for wildlife, fish, and botanical species. Forest Service specialist will have 30 working days (Monday-Friday) to review and comment on Assessments or Evaluations. Forest Service specialists will have the final approval and sign the reports.

Any technical reports will be prepared using qualified personnel who have demonstrated successful experience in the subject matter. Methodologies to formulate effects analysis will be documented. Literature used in the Analysis will be cited and an electronic copy of each article provided to the Forest Service. All reports should be in full compliance with law, regulation, and policy and consider the following, but not limited to:

- Federal Clean Water Act; Clean Air Act; National Historic Preservation Act; Archeological Protection Act; Endangered Species Act; Environmental Justice (EO 12898); Floodplain Management Act (EO 11988) and Protection of Wetlands (EO 11990).
- State Water Quality Standards/Regulations (BMPs)
- FSH 2509.22 (Soil and Water Conservation Practices Handbook)
- 36 CFR 228 subpart A
- FSH 1909.15 Environmental Policies and Procedure Handbook (applicable portions)
- Black Hills National Forest Land and Resource Management Plan, as amended
- FSM 2600
- Other applicable laws and Executive Orders as they apply to this project
- Describe the existing conditions, and the direct, indirect, and cumulative effects of the Project on the resource for each alternative.

Task 15 - EA Graphics

The Prime Consultant will obtain pertinent ArcGIS information from the Forest Service and the Proponent for the project area. This information will be utilized to prepare maps and figures for the EA and other NEPA documents. Maps or figures illustrating components of the project for the various alternatives, geology, watersheds, vegetation, wetlands, critical wildlife habitat, etc. will need to be updated as appropriate in the EA and other NEPA documents.

The Prime Consultant should plan for figures and graphics that are no larger than 8-1/2x11 or 11x17 inches in size, so that they can easily fit into the EA document. Drafting work shall be completed utilizing ArcGIS as future system compatibility is required. A file geodatabase compatible with ArcGIS containing all relative spatial data shall be provided to the Forest Service. Additionally, map files with the extension .mxd that produce the included EA maps shall also be provided. Standard technical drafting techniques shall be used for graphics production.



All data and maps will be in the projection system of NAD83 zone 13 using UTM coordinate system and measured in meters.

Task 16 – EA/FONSI Assemblage and Internal Review

The Prime Consultant will prepare an EA/FONSI document for internal review by the Forest Service and cooperating agencies. In preparing the EA/FONSI document, the Prime Consultant should focus on the following objectives:

- The EA/FONSI will be analytical rather than encyclopedic.
- The EA/FONSI will be as concise as possible.
- The EA/FONSI will be very well organized with proper sentence structure and subheadings. The text will be clear, well written, and understandable to the public and legal professionals.
- The EA/FONSI will focus on the key issues identified during public scoping.
- The EA/FONSI will comply with the goals, objectives, standards, guidelines and management direction found in the Black Hills National Forest Plan, as amended.
- Write the EA/FONSI and appendices in plain language (40 CFR § 1502.8).

The final content of the EA/FONSI document cannot be accurately defined until scoping and baseline/background data evaluations are complete.

The Prime Consultant will submit the internal EA/FONSI to the Forest Service for agency review. The Forest Service and the Prime Consultant can determine the most appropriate way to track comments and make updates through the internal review process. The Forest Service and Prime Consultant should work closely together at this time to ensure that EA/FONSI revisions and edits can be made efficiently.

The Forest Service will have at a minimum 30 work days (Monday-Friday), to review the EA/FONSI. The Prime Consultant will incorporate comments into the revision within two weeks and provide the Forest Service with a clean copy for final review. Upon acceptance of the EA/FONSI, the Forest Service will provide written approval and the Prime Consultant will prepare the EA/FONSI for public distribution.

Task 17 – EA/FONSI Copying and Distribution

When the camera-ready document is approved by the Forest Service, the Prime Consultant will prepare a PDF version of the EA/FONSI for the Forest Service website, print the required number of hard copy documents and prepare CD/DVDs.

For budgetary and proposal purposes, it is assumed that 25 hard copies and 25 CDs or DVDs of the EA/FONSI will be made for distribution to the public, interested groups and government agencies. Actual figures may vary based on extent of public interest.

The Prime Consultant will mail hard copies and/or CD/DVDs of the EA/FONSI to interested parties who have requested copies. The Forest Service will be responsible for posting the EA/FONSI on the Forest Service website. The Prime Consultant will ensure



that all individuals or entities that have requested notification or participated in the planning process for this project are informed of the opportunity to comment.

Task 18 – Objection Period and Review

This process will follow procedures in 36 CFR 218, subparts A and B.

The responsible official will promptly make available the EA/FONSI and a draft Decision Notice (DN) to those who have requested the documents or are eligible to file an objection in accordance with §218.5(a).

Upon distribution of the EA/FONSI and draft DN, legal notice of the opportunity to object to a proposed project or activity will be published in the applicable newspaper of record. The legal notice must include items specified in §218.7(c).

The USFS shall within four calendar days of the date of publication of the legal notice in the newspaper of record, a digital image of the legal notice or the exact text of the notice will be made available on the Web (§218.7(d)).

Task 19 - Forest Service Decision

After the objection reviewing officer has responded in writing to all pending objections, the Prime Consultant will finalize the DN in accordance with 36 CFR 218. The Government will have two weeks for review. Upon finalizing the DN, the Forest Service will obtain appropriate signatures. The Forest Service will send the signed DN to the Prime Consultant for public distribution.

For budgetary and proposal purposes, it is assumed that 25 hard copies and 25 CDs or DVDs of the DN will be made for distribution to the public, interested groups and government agencies. Actual figures may vary.

PART 5 – PROJECT MANAGEMENT AND COORDINATION

This part involves the following tasks:

- Task 20 – Project Administration and Management
- Task 21 – Administrative Record

Task 20 - Project Administration and Management

Coordination and communications should focus on the following objectives:

- Provide effective management and documentation
- Ensure that project requirements are understood and conveyed to the individual technical specialists
- Provide timely identification and resolution of any problems or concerns
- Ensure project deliverables meet Forest Service needs and requirements
- Require Prime Consultant to prepare written weekly updates and monthly status reports



Open communications are essential and must be maintained among the Forest Service, Prime Consultant, and other regulating agencies. The ultimate objective of the proposed project work is the submittal of well-organized, complete EA decision documents that meet Forest Service NEPA requirements, adequately address public concerns and comments, provide sound technical analyses of the issues, and are readily understandable and defensible.

Weekly Status Update. Prime Consultant will submit a regular weekly status report to Forest Service and Proponent to ensure the progress and consistent coordination needed to maintain the schedule. Depending on the stage of the EA work, this weekly communication can be a brief (email) update with bullet points to cover the following items:

- Work completed during the week
- Work to be completed the following week
- Upcoming meetings and/or conference calls
- Personnel assigned
- Problem areas or information requests that need Forest Service and/or Proponent attention
- Status of EA chapters and appendices
- Status of the budget and schedule

Bi-weekly Status Report. Prime Consultant will submit bi-weekly status reports via email to the Forest Service. The Forest Service will communicate this information with to the Proponent when necessary. The bi-weekly status report will include the following:

- Significant activities for the period
- Summary of meetings and conference calls during the period
- Personnel assigned to the project during the period
- Significant planned activities for the next period
- Upcoming meetings and/or conference calls
- Items needed from Forest Service
- Items needed from Proponent
- Concerns and comments

Monthly Conference Calls and/or Meetings. The Forest Service, and Prime Consultant, will meet or have a conference call on at least a monthly basis throughout the NEPA work. The Prime Consultant will be responsible for documenting conference call/meeting notes. The Forest Service will communicate a meeting summary with the Proponent when necessary. The following items will be discussed during these meetings and/or conference calls:

- Work status and status of documents
- Personnel assigned to the project
- Upcoming meetings and conferences



- Schedule and budget
- Items needed by the Prime Consultant from the Forest Service and/or Proponent
- Concerns and comments

Prior to the monthly meeting or conference call, Prime Consultant will prepare a tentative agenda and submit this agenda to the Forest Service. The agenda and conference call in number will be emailed to all participants at least two days in advance of the call.

Document Control. All documents, especially the EA sections, must be carefully reviewed internally by Prime Consultant and Forest Service before finalizing. When EA sections are received from resource specialists, the Prime Consultant Project Lead (or document editor) must check for content and proper formatting, such as page layout, headers and footers, and spell and grammar check. All drafts will be dated. Document control should be maintained, and documents should be maintained in at least three places:

- Hard copy in the project file
- Backup on CD/DVDs or external hard drives
- Electronic version with Prime Consultant Project Lead

The Prime Consultant will maintain a master list of documents and provide this list to the Forest Service on monthly basis.

Invoicing: Prime Consultant will invoice Proponent on monthly basis, and the monthly invoice will accompany the monthly status report. Prime Consultant will maintain the necessary information to support the invoices, such as time sheets, expense reports, copies, and sub-consultant billings.

Task 21 - Administrative Record

Record keeping is an important priority of project management.

The Prime Consultant is responsible for the administrative record as follows:

- The Forest Service will provide direction to the Prime Consultant for design, organization, indexing, preparation, and maintenance of the administrative record for the project. All records will be kept in electronic format (subject to Forest Service approval).
- The administrative record shall be prepared and maintained in an electronic database (subject to Forest Service approval) on an ongoing basis throughout the environmental analysis and documentation processes.
- All pertinent information and data collected by the Prime Consultant and any sub-consultants will be placed in the administrative record. All planning data, maps, files, reports, computer, audio or video tapes, and/or disks and other records will be made a part of the permanent administrative record. Each document will be dated and when appropriate, signed.



- All information submitted by the Proponent as part of the record shall be placed in the administrative record.
- The Prime Consultant and sub-consultants shall document the sampling, testing, field observations, literature searches, analysis, recommendation, and other work which provides source material for the Analysis, and any supplements to them. The Prime Consultant and sub-consultants shall also document all the Forest Service's records in a similar and compatible manner. The documentation shall be assembled in an organizational system that will make it possible for the Forest Service Responsible Official to refer conveniently to specific documents or pages within documents. All references cited in the EA documents will be cited in the "reference" chapter in the EA and included in the administrative record. The cited references will show the author, year, reference title, address, and page reference (format to follow standard scientific citation standards and subject to Forest Service approval).
- The Prime Consultant will keep administrative records during the Project work in order and assist the Forest Service in responding to Freedom of Information Act (FOIA) requests in a timely manner.
- It will be critical that the administrative record be complete and ready for objection process such that should an objection be filed this organization will make locating information readily available.

At the end of the project, the administrative record with original files will remain with the Forest Service.

4.0 PERSONNEL PROVIDED BY THE GOVERNMENT

Project Manager

The Project Manager will be the point of contact between the Prime Consultant and the Forest Service for the oversight of the Contract. The Project Manager is responsible for:

- Providing the initial scope of the contract and refining the scope as necessary in cooperation with the Prime Consultant.
- Communicating any requests for changes in the contract for approval.
- Monitoring the Prime Consultant's progress on the project.
- Providing the Prime Consultant with all available existing data relevant to the project.
- Accepting requests from the Prime Consultant for additional information, gathering the requested information from the government specialists, and providing the information to the Prime Consultant.
- Keeping all parties informed of contract compliance.
- Recommending payment to the Prime Consultant at the satisfactory completion of project milestones (see Technical Exhibit 1: Performance Requirements Summary).

**Interdisciplinary Team (IDT)**

The Forest Service will assign a Forest Service IDT similar to the Prime Consultant's IDT, including an IDT leader. The Forest Service IDT will review the Prime Consultant's Specialist's Reports and BAs/BEs and will provide input to be incorporated into the final documents. Forest Service IDT specialists will sign the Prime Consultant's finalized, approved reports. The Forest Service IDT will review and approve the Prime Consultant's responses to public comments and will review the EA/FONSI.

Responsible Official (Forest Supervisor) and Delegated Official (District Ranger)

The Responsible Official or his/her delegated official will be responsible for signing off at milestones in the NEPA process. Milestones include:

- Evaluation of the Prime Consultant's review of the public scoping comments and the Prime Consultant's response to these comments;
- Acceptance of EA Chapter 3 (Affected Environment and Environmental Consequences);
- Acceptance of the EA/FONSI prior to printing and distribution;
- Evaluation of the Prime Consultant's final BAs/Bes and other required reports;
- Acceptance of EA Affected Environment and Environmental Consequences Chapter(s);
- Acceptance of the project record;
- Return of all Government-furnished and project-related materials to the Forest Service.

5.0 PRIME CONSULTANT FURNISHED ITEMS AND SERVICES

The Prime Consultant must furnish everything needed to perform this contract according to all its terms. The following list is not all-inclusive of the Prime Consultant-furnished items and services required to perform the contract. The Prime Consultant shall be responsible for completing the following tasks and meeting the technical specifications herein:

Work Plan

After initial meeting, Prime Consultant shall provide the Work Plan (see Technical Exhibit 2: Sample Work Plan). The Work Plan will be a comprehensive plan and schedule for completion of all aspects of the task order. The Work Plan will account for all tasks within the scope of the task order, deliverables, preparation time, and review time for each draft by the Government. The Work Plan will include an assessment of the existing data and preliminary identification of any additional data needs for the Analysis.

Site Visit (Task 1)

The Project Lead and appropriate team members (e.g. Wildlife/Fisheries Biologist, Botanist, Hydrologist, Geologist/ Hydrogeologist/Geochemist, Recreation Specialist, Rangeland Specialist, Geotechnical Engineer, Landscape Architect, and Soil Scientist) may visit the project area prior to conducting analysis. Government representatives can accompany the Prime Consultant's personnel to the field and provide an introduction to the project area. The Prime Consultant must provide its own means of transportation. It is



recommended that the Prime Consultant personnel spend two to three days in the field becoming familiar with the project area and visiting key areas as determined by Government and public input. The purpose of the site visit is to ensure that the Prime Consultant's personnel are familiar with the project area, environmental conditions, and proposed treatment actions, and can conduct analysis and determine effects based on personal knowledge in addition to inventory data.

Specifications for All Written Products

Analysis reports, EAs, and other documents must be written in clear, concise English. Document format and content should adhere to NEPA regulations, Forest Plan standards, and all appropriate regulations. Documents must be submitted to the Forest Service in Microsoft Word format. Formatting must be consistent among reports. Reports must be able to stand on their own in case of objections or litigation. To stand on their own, reports must include a brief description of the project area, the proposed action, and alternatives in addition to other requirements listed below. Specialist's Reports and BAs/BEs must include the author's name, title, and date of preparation. Final hard copies must be signed by the author and the reviewing member of the Forest Service IDT.

Specific requirements include:

- Personnel qualified in the relevant discipline shall prepare each report. Reports for disciplines such as geology, hydrogeology, and geochemistry can be combined only if the author meets the qualifications for each discipline.
- Each report shall include site-specific Analysis of effects on resources as required by NEPA, the National Forest Management Act (NFMA), other applicable laws and regulations, Forest Service directives, and the Forest Plan, as amended.
- The Analysis must support conclusions with clear rationale and must be consistent with other Specialist's Reports.
- The Analysis must disclose compliance with all applicable Forest Plan standards and guidelines.
- The Analysis must compare effects among the proposed action, no action alternative, and fully analyzed action alternatives.
- The report must include site-specific design criteria and mitigation measures as necessary.
- The report must cite supporting references as appropriate and include a bibliography of all references used.

EA/FONSI Assemblage and Internal Review (Task 16)

The Prime Consultant must prepare an EA/FONSI to specifications:

- The Prime Consultant must submit Chapter 1 (Purpose of and Need for Action) and Chapter 2 (Proposed Action and Alternatives) to the Government for review prior to completion of Specialist's Reports.
- The Prime Consultant must submit Chapter 3 (Affected Environment and Environmental Consequences), Chapter 4 (Acronyms and References), Chapter 5 (List of Preparers), and Chapter 6 (Agencies and Persons Consulted) to the Government for review following completion of Specialist's Reports.



- The format, style, and level of detail of the EA should closely adhere to NEPA regulations, Forest Plan standards, and all appropriate regulations unless changes are approved by the Project Manager.
- To reduce printing costs, the document should consist primarily of black type on white 8.5"x11" sheets. Color sheets, including oversized sheets up to 11"x 17", are permitted if necessary for clarity.
- Appendices will be included as necessary based on consultation with the Project Manager.

Content Analysis (Task 6)

The Prime Consultant must compile and analyze public comments received during public scoping and respond to comments for inclusion as an appendix to the EA according to specifications:

- The Prime Consultant will be responsible for analyzing the content of public comments and formulating responses.
- The Prime Consultant must prepare an appendix to the EA/FONSI consisting of public comments and responses to all comments.

Administrative Record (Task 21)

The Prime Consultant must place all documents generated or used for the development of the Analysis, reports, and EA into a concise project file. Additionally:

- The Prime Consultant must submit one original and one exact copy of the original project file in three-ring binders at the completion of the contract.
- The project file must contain all documents generated or used for the development of the analysis, reports, and EA.
- Documents may be in electronic or hard copy format.
- A file geodatabase compatible with ArcGIS containing all relative spatial data shall be provided to the Forest Service. Additionally, map files with the extension .mxd that produce the included EA maps shall also be provided.
- The record must include a signed and dated hard copy of each final Specialist's Report.
- The Government requires planning records to be able to stand on their own during appeal or litigation challenges. Should the Prime Consultant have numerous EAs or books that need to go into the project file, the Prime Consultant may photocopy the portion of the documents used in analysis and photocopy the cover of the documents and Library of Congress page in books.

6.0 GOVERNMENT FURNISHED PROPERTY AND SERVICES

The Forest Service will provide an electronic copy of the following documents:

- 40 CFR §1500-1508, NEPA Implementing regulations
- 36 CFR §218, Project-Level Pre-decisional Administrative Review Process regulations



- FSM 2670
- Black Hills National Forest Land and Resource Management Plan, as amended, and Record of Decision
- Relevant resource survey information and GIS data
- Relevant Forest Service assessments and analyses
- Timelines for completion of the overall project, as well as the milestones required to be completed prior to payments

7.0 PROOF OF QUALIFICATIONS

The Prime Consultant shall provide personnel names and proof of qualifications for each team member at initial meeting. Personnel qualifications must meet Forest Service standards for respective disciplines.

8.0 TECHNICAL EXHIBIT 1: PERFORMANCE REQUIREMENTS SUMMARY

Required Service	Standard	AQL	Method of Surveillance	Max. Payment% for Meeting AQL	Date of Delivery
Prime Consultant receipt of data	n/a	n/a	n/a	n/a	
Draft Specialist's Reports and BAs/BEs	Quality meets or exceeds acceptable performance standard in Section --	100%	Review by Project Manager and Gov't IDT	0	
EA chapters 1 and 2	Quality meets or exceeds acceptable performance standard in Section --	100%	Review by Project Manager	0	
Finalized Specialist's Reports and BAs/BEs	Quality meets or exceeds acceptable performance standard in Section _; Gov't comments on draft reports addressed.	100%	Review by Project Manager and Gov't IDT	20	
EA, chapter 3 through end	Quality meets or exceeds acceptable performance standard in Section --	100%	Review by Project Manager	0	
Finalized EA	Quality meets or exceeds acceptable performance standard in Section _; Gov't comments on preliminary version addressed.	100%	Review by Project Manager	20	
Project file	Quality meets or exceeds acceptable performance standard in Section --	100%	Review by Project Manager	40	



9.0 TECHNICAL EXHIBIT 2: SAMPLE WORKPLAN

Task	Party Responsible		Due Date	
	FS	Prime Consultant		
T1 – Introductory Meeting and Site Visit				
T2 -- Develop public involvement plan				With FS – prime consultant is the lead
T3 -Assemble environmental data				With much FS input
Establish common electronic team room				
T4 - Initial public scoping				
Draft scoping letter package				
Review scoping letter package				
Mail scoping letter package				
T5 - Public meetings				
Schedule meeting(s)				During scoping period
Attend meetings				FS is lead
T6 - Content analysis				
Develop electronic comments database				After scoping concludes
Catalog and code comments				
Review and approve			2-4 weeks	
T7 - Interagency Scoping Meeting				
Schedule and host				During scoping period
Document attendance and substance				
T9 - Identify issues				
Identify issues and indicators				
Review and approve				
T10 - Alternative development				
Identify initial conceptual alternatives				
Approve final list of alternatives				Mystic District Ranger
T11 - ID past, present and reasonably foreseeable actions				(Part of alternative development)
Identify initial list				
Identify expanded list				
Approve final list of p/p/rf actions				Mystic District Ranger
T13 - Management requirements and design criteria				(Part of alternative development)
Identify possible mgmt. and design criteria options				With FS; these are parts of the alternatives
T14 - Environmental analysis				
Establish final alternative specs for team use - one or more team meetings with FS counterparts				
Draft BAs and BEs				
Review BAs and BEs			30 days	
Sign BAs and BEs				



10. APPLICABLE PUBLICATIONS

USDA-Forest Service. 1996. Final Environmental Impact Statement for the Revised Land and Resource Management Plan for the Black Hills National Forest. US Department of Agriculture-Forest Service, Black Hills National Forest. Custer, South Dakota. December, 1996. Available on-line at <http://www.fs.fed.us/r2/blackhills/projects/planning/index.shtml>

USDA-Forest Service. 2005. Final Environmental Impact Statement for the Phase II Amendment to the 1997 Revised Land and Resource Management Plan for the Black Hills National Forest. US Department of Agriculture- Forest Service, Black Hills National Forest. Custer, South Dakota. October, 2005. Available on-line at <http://www.fs.fed.us/r2/blackhills/projects/planning/index.shtml>

USDA-Forest Service. 2005. Record of Decision for the Phase II Amendment to the 1997 Revised Land and Resource Management Plan for the Black Hills National Forest. US Department of Agriculture-Forest Service, Black Hills National Forest. Custer, South Dakota. October, 2005. Available on-line at <http://www.fs.fed.us/r2/blackhills/projects/planning/index.shtml>

USDA-Forest Service. 2006. 1997 Revised Land and Resource Management Plan for the Black Hills National Forest, As Amended by the Phase II Amendment. US Department of Agriculture-Forest Service, Black Hills National Forest. Custer, South Dakota. March, 2006. Available on-line at <http://www.fs.fed.us/r2/blackhills/projects/planning/index.shtml>