

## WORKING TOOLS

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## Preface

The job of timber sale administration is a very complex and difficult job. Over the years many volumes of wisdom have been written about how to best administer timber sales; all of which have some degree of value. It is not possible to write iron clad methods and procedures on how to perform the job, because of all the variables that are involved in timber harvesting and resource management.

The best approach is to recognize that timber purchasers and operators are business people, and deserve to be recognized and treated as such. Recognize also, that you are a business in an effective, efficient, and professional manner. In order to do this, you must keep focused on the end results expected and where you are in meeting them; work in a firm, fair and consistent manner; and be prepared to temper the contract and its provisions with logic and common sense.

Nothing can take the place of courtesy, consistency and common sense.

This training/reference guide is been made up of valuable training materials and working tools that sale administrators have used for many years. It has been designed to be used as a reference for the progressive referral study booklet, and must be used in conjunction with Forest Service Manual 2450 and forest service handbook 2409.15 (sale administration handbook).

Nothing herein is intended to be taken as policy or direction, but merely as an aid in learning the job of timber sale administration. For more specific information refer to your regional, forest and district, policy and formalities.

It is recommended this study guide be used while performing field work as a harvest inspector or sale administrator trainee.

## DEFINITIONS

## DEFINITIONS

Be familiar with these terms commonly used in timber sale administration and referred to in the provisions of the timber sale contract.

Abnormal Delay is when included timber required to be removed is not presented for scaling within the time limits stated in Division C.

Advertised Rates are the minimum acceptable bid rates for timber. Both the appraised and advertised rate must meet or exceed base rates.

Appraised Rates are the market value rates developed by appraisal.

ATSA is the Automated Timber Sale Accounting system. It provides a standardized systematic approach for managing the financial aspects of timber sale contracts and meets the needs of both Forest Service and timber Purchasers. It performs all required timber sale accounting functions as prescribed by various timber sale contracts and permits.

Base Index is the specified lumber or other product selling value as the basis for computing adjustment of rates provided in 53.2. Base indices shall be redetermined as provided in B3.3.

Base Rate Value is the value represented by multiplying the volume of all included timber by the base rates or minimum rates and which must be paid in cash. See FSM 2430.42 for descriptions of the various rates applicable to timber sales.

Bid Premium is the amount by which the purchasers bid that exceeds the advertised rates. Bid premium remains constant for the life of the contract.

Bid Rates are the rates bid by the purchaser for included timber exclusive of other contract charges. Bid rates in A4a are the tentative rates subject to quarterly adjustment and in A4b are the flat rates not subject to adjustment.

Cash Deposits or payments are made by means of cash, check, money order, or other monetary instrument. They are required to meet the base rate value or other cash deposit requirements of the timber sale contract that cannot be met through road or other credits.

Catastrophic Damage is a major change or damage to included timber on the sale area, to the sale area itself, to the access to the sale area or a combination thereof. It is caused by forces beyond the control of the purchaser such as wind, flood, fire, earthquake, forest pest outbreak, or other phenomenon. It must affect the volume or value of included and other timber within the sale area which could be included pursuant to B8.32 and must be estimated to be either more than half the volume stated in A2 or one million board feet. Catastrophic damage due to access prevents access to included timber for more than two years. Catastrophic damage due to forest pests does apply to timber sold as salvage or for pest control.

Central Scaling Station is a site where normally more than one purchaser is served.

Claim is a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this

contract. A Claim by the Purchaser shall be made in writing and submitted to Contracting Officer for decision. A Claim by the Government against Purchaser shall be subject to a decision by Contracting Officer. Refer to B(T)9.2 Disputes.

Clearcutting Unit is a cutting unit in which all live and dead trees which meet minimum tree specifications in A2 are designated for cutting.

Continuous Scaling Service is scaling at one station for five 8-hour shifts per week, exclusive of Sundays and Federal Holidays when at least the volume stated in A13 is presented during a Forest Service pay period of two weeks.

Contract Life is the period of time from contract award date until the contract is closed pursuant to B9.7.

Contract Term Adjustment is a change of the termination date to allow performance of contract requirements due to delays as provided in B8.21.

Contract Term Extension is an extension of the term of the contract at the request of the purchaser other than a contract term adjustment.

Contracting Officer is a person to which the authority to enter into and administer timber sale contract on behalf of the government has been delegated. The term also includes authorized representatives acting within the limits of their authority as delegated in writing by the contracting officer.

Controlled Area is an area within the sale area where resources require special protection measures under the contract.

Cooperative Deposits are cash deposits made by the purchaser to do work required under terms of the contract.

Cultural Resources are historic or prehistoric sites protected by Statute.

Current Base Rate Value is the sum of the products of base rates and estimated remaining unscaled volumes by species group of included timber meeting utilization standards.

Current Contract Value is the sum of the products of Current Contract Rates and estimated remaining quantities by species of Included Timber meeting Utilization Standards.

Current Unit Rates When quantity of authorized work performed or material furnished by Purchaser, under any item shown in the Schedule of Items and covered by this Item, (B(T)5.251 Variation of Quantities) is more than 115 percent of original quantity, use Current Unit Rates to Calculate the credit to the Timber Sale Account for that portion of work above 115 percent of original quantity. Current Unit Rates are Forest Service estimates of the unit rates for doing the work at the time the adjustment is approved.

Design Change is a change in work and/or materials shown in the Schedule of Items and described in Drawings or specifications that has been mutually agreed to in writing or ordered by Contracting Officer.

Down Payment is an initial deposit of cash or credits required from the purchaser under terms of the contract.

Drawings are sets of plans, profiles, line graphs, and other diagrams which show the location, details, dimensions, and scope of construction and reconstruction work for specified roads.

Effective Purchaser Credit is unused purchaser credit which does not exceed Current Contract Value minus Current Base Rate Value subject to provisions relating to transferred purchaser credit in B4.21.

Escalation Procedure Tentative Rates for those species and products listed in A(T)5a are subject to quarterly escalation in accordance with the following procedures: The calendar quarter index average for each price index described in A(T)6 is the arithmetic average of the three such monthly price indices preceding January 1, April 1, July 1, and October 1. The difference between said calendar quarter index average and Base Index listed in A(T)5a shall be the basis for quarterly escalation. Tentative Rates for each species shall be reduced or increased by such difference. The rate reduction cannot be below Base Rate and the rate increase cannot exceed the difference between Tentative Rate and Base Rate.

Extension Deposit In the event of Contract Term Extension under B(T)8.23, Forest Service shall divide the difference between Current Contract Value as of the start of any Contract Term Extension and the credit balance of any deposit made pursuant to B(T)4.223 by the number of whole months remaining in Normal Operating Season(s) within the extension period to determine the amount of each Extension Deposit.

Fire Precautionary Period is that period stated in A14 during which fire precautionary measures are required.

Flat Rates are bid rates not subject to escalation (quarterly adjustment) under terms of the contract.

Forest Development Road is a road included in the National Forest Transportation System.

Included Timber is all timber designated for cutting under terms of the contract.

Intermittent Scaling Services are scaling services not covered by continuous scaling services.

Market Related Contract Term Addition Terms of a contract may be adjusted when a drastic reduction in wood product prices has occurred in accordance with 36 CFR 223.52. The Producer Price Index used to determine when a drastic reduction in price has occurred is stated in AT23. Purchaser will be notified whenever the Chief determines that a drastic reduction in wood product prices has occurred. If the drastic reduction criteria specified in 36 CFR 223.52 are met for 2 consecutive calendar quarters, after contract award date, Contracting Officer will add 1 year to the contract term, upon Purchaser's written request. The total amount of contract term addition is limited to the lesser of twice the length of the original contract or 3 years. The revised contract term may not exceed 10 years.

Marked (Marking) Trees are marked when individually designated or reserved by the Forest Service with paint or other visible substance or mark above and below the stump height.

Material Provision is any provision of the contract that establishes an obligation of the purchaser to the Forest Service.

Measuring is the estimation of timber quantities using certain dimensions and applicable volume tables or formulas to determine the contents of trees or stands in a standard manner. The quantity of timber designated or to be designated for cutting has been or shall be Measured as specified in CT8.6.

Negligent Fire is a fire caused by the negligence of the purchaser related to the purchaser's operations or when purchaser's failure to comply with the requirements of B7.2 or B7.3 results in a fire starting or permits a fire to spread.

Normal Operating Season is the period beginning and ending on the dates stated in A17 of any year.

Operating Schedule Purchaser shall, before commencing operations, provide in writing an Annual Operating Schedule of anticipated major activities and needs for logging Included Timber, such as logging, road maintenance, and construction, including construction and staking schedule under B(T)5.212 and material delivery under B(T)5.22. Upon reasonable notice to Forest Service, such schedule shall be subject to modifications necessitated by weather, markets, or other unpredictable circumstances.

Operations Fire is a fire other than a negligently caused fire, caused by the purchaser's operations.

Other Contract Charges are deposits or other payments which the purchaser is required or agrees to pay under terms and conditions of the contract and are in addition to current contract rates. These charges may be per unit of measure, lump sum or as otherwise provided in the contract.

Out of Pocket Expenses are unrecovered costs arising directly from performing the contract as a result of an interruption of operations and occurring prior to contract termination. Purchaser agrees to provide receipts or other documentation to Contracting Officer that clearly identify and verify actual expenditures.

Overstory Removal Units Overstory trees are trees in a forest of more than one story that form the uppermost canopy layer. Live trees within Overstory Removal Units are designated for cutting when they meet Utilization Standards and equal or exceed the d.b.h. limits shown on Sale Area Map.

Payment Guarantee is a payment bond, letter of credit, assigned savings account, certificate of deposit, deposited security, or other financial instrument that may be exercised by the Forest Service in the event charges for stumpage or other amounts due under terms of the contract are not paid by the purchaser.

Payment Unit a portion of Sale Area established for payment purposes.

Periodic Payment Purchaser shall make periodic payments for stumpage value, as shown in AT21. In the event Purchaser has not paid the amount(s) stated in AT21 as stumpage for quantity removed by the periodic payment determination date(s), Forest Service shall issue a bill for collection for the difference between the required amount and payments made by Purchaser. If payment(s) fall due on a date other than a normal billing date, the payment date shall be extended to coincide with the next Timber Sale Account billing date.

Plan of Operations is a general plan for completing major activities over the life of the contract.

Pre-haul Maintenance is road maintenance prior to use for hauling of timber that is limited to opening of closure devices, brushing, removal, or repair of minor slides and slumps, cleaning of roadside ditches and drainage devices, spot aggregate placement and blading of the travel way.

Purchaser is an individual or a business entity identified in the contract as having the right to harvest timber designated for cutting in that contract by virtue of contract award. The term also applies to an individual or business entity having the current right to harvest the timber according to the terms of an approved third party agreement for the contract.

Purchaser Credit is credit established in the timber sale account for construction or reconstruction of specified roads included in the Schedule of Items or as otherwise provided in Division C of the contract.

Purchaser Credit Limit is the maximum amount of purchaser credit that will be established under terms of the contract.

Purchaser's Operations include all activities and use of equipment by the purchaser, purchaser's employees or agents, contractors, subcontractors, their employees or agents acting in the course of their employment in meeting the requirements of a timber sale contract, unless acting under the direct supervision of the Forest Service as in slash disposal.

Purchaser's Representative is an individual designated by the purchaser pursuant to B6.1.

Reasonably Close Conformity means compliance with customary manufacturing and construction tolerances. Where tolerances are specified, it means compliance with those tolerances.

Release for Cutting is written authorization to Purchaser to begin cutting in a Payment Unit. Upon Purchaser's request for release of a Payment Unit, Forest Service shall either give tentative approval and bill Purchaser as necessary under BT4.22 or reject the request, stating reasons for the rejection. Purchaser shall not cut timber in any Payment Unit until it is Released for Cutting.

Residual Trees are small trees or other timber not designated for cutting under terms of the contract.

Required Deposits are deposits which purchaser may be required by law to pay for slash disposal and road maintenance.

Road Maintenance is the upkeep of roads including surface, shoulders, ditches, drainage structures, parking, and aide areas, traffic control devices, and other road related structures as necessary for safe and efficient use.

Road Rules are described in 36 CFR 212.7 and 36 CFR 261, Subparts A, B, and C. When included, documents listing road orders, other limitations, and information also apply.

Sale Area is the area identified in A1 and shown on the sale area map.

Sale Area Map is the map titled "Sale Area Map" which is part of the contract. It identifies locations where contract requirements apply and where purchaser's rights under the contract are limited or restricted.

Scaling is the determination of timber volume in logs or other products. It may include a variety of sampling and measurement methods and takes place at locations specified in A12.

Schedule of Items is a listing in the contract that contains a description of construction items, quantities, units of measure, methods of measurement, unit price, total cost, purchaser credit, augmentation provided by the Forest Service and all related construction cost adjustments.

Scheduled Payment is a payment required during the life of the contract in accordance with applicable provisions in the contract.

Shop Drawings include diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance test data, and similar information provided by the purchaser which explain in detail specific portions of the work required by the contract.

Slash is all vegetative debris resulting from the purchaser's operations. Slash associated with construction of roads is subject to treatment according to construction specifications, all other is subject to the terms of B6.7.

Special Project Specifications detail conditions and requirements peculiar to the individual project and includes additions to and revisions of standard specifications.

Specified Roads are roads and related transportation facilities listed in A10 and shown on the sale area map.

Spill Prevention Control and Countermeasures Plan is a plan meeting applicable requirements of 40 CFR 112 and details actions to be taken in the event of a spill of hazardous chemical use in timber sale operations and road construction.

Standard Specifications are the specifications applicable to construction of specified roads and are contained in a book titled "Forest Service Specifications for Construction of Roads and Bridges," EM-7720-IOOLL.

Streamcourses are streams, draws, washes, depressions or other features shown as streamcourses on the sale area map.

Substantially Completed refers to specified roads under construction. It means (a) completion of grading and installation of drainage structures so they will function effectively, and (b) laying the specified depth of the base course.

Temporary Roads are roads other than specified roads which are constructed by the purchaser.

Tentative Rates are bid rates that are subject to escalation under the terms of the contract.

Termination Date is the date shown in the contract by which all purchaser's operations must be completed unless the date is adjusted under B8.2.

Threatened and Endangered and Sensitive Species are species of plants or animals that receive special protection under the Endangered Species act. Sensitive species are designated administratively by the Forest Service and may also receive special protection.

Timber Designations is timber designated for cutting that is confined to Sale Area, except as provided in B(T)2.131, B(T)2.14, B(T)2.15, B(T)2.32, and B(T)5.1. Sale Area Map indicates Payment Units or subdivisions, if any, where Marking under B(T)2.35 is to be done after timber sale advertisement, except for construction clearing under B(T)2.32, minor changes under B2.37, designation changes under BT2.37, and damaged timber.

Timber Sale Account is an account of all purchaser's financial activity in connection with a timber sale contract.

Timber Sale Contract A document signed by the timber Purchaser and signed or issued by an official of the Forest Service with the authority to make the sale. The contract or permit contains the conditions and terms governing the removal of timber and payment for it. It may be on a variety of approved contract or permit forms.

Timber Sale Statement of Account provides an accounting of all purchasers' deposits, credits, payment guarantees, and charges for material removed under a timber sale contract. The Contracting Officer and Sale Administrator use the data to properly fulfill the contractual requirements and administrative responsibilities of the contract.

Timber Sale Synopsis is an ATSA report produced for each timber sale contract. It is a record of essential contract provisions and other pertinent information needed for administration of the financial requirements of each timber sale contract.

Transfer In Purchaser Credit is effective purchaser credit transferred to a timber sale that was established on other timber sales. The amount of credit transferred in is limited to a maximum amount called Transfer In Purchaser Credit Limit.

Transfer Out Purchaser Credit is effective purchaser credit transferred established on and transferred from a timber sale to other sales.

Understory Removal Units Understory trees are trees below an overstory of taller trees. Live trees within Understory Removal Units are designated for cutting when they meet Utilization Standards are smaller than the d.b.h. limits shown on Sale Area Map.

Utilization Standards for minimum size of trees and pieces of trees that are included are stated in A2.

Wetlands are swamps, marshes, bogs, sloughs, wet meadows, ponds, and similar areas managed and protected under Executive Order 11990.

**BT6.3**  
**CONTROL OF OPERATIONS**

## BT6.3 CONTROL OF OPERATIONS

The quality of supervision performed by a purchaser or an FR may be gauged by the following indicators:

| <b><u>Strengths</u></b>  | <b><u>Weaknesses</u></b>   |
|--|--|
| 1. Reacts immediately and positively to problems.  | 1. Is either unavailable or reluctant to take action when a problem arises.  |
| 2. Gives clear direction, instructions to employees or operators.  | 2. Instructions are either unclear, incomplete, or nonexistent.  |
| 3. Followup is adequate and timely to assure that necessary work is complete and satisfactory.   | 3. Followup is either incomplete, superficial, late, or just does not get done.  |
| 4. Personally reviews completed work prior to notifying the Forest Service that such work is complete and ready for acceptance.        | 4. Seldom, if ever, reviews completed work prior to requesting Forest service approval. May ask to review work, does not follow through on their end.  |
| 5. Anticipates problems and initiates actions to avoid those problems.   | 5. Does not plan ahead. Reacts to problems when they happen. Relies on Forest service to warn of impending problems.   |
| 6. Involves sale officers in necessary changes to plan or controlled situations prior to making changes.                               | 6. Makes changes in layout falling patterns, erosion control, stream crossings, and so forth, without involving sale officer beforehand. Sometimes avoids telling sale officer or tries to hide changes. |
| 7. Asks sale officer's opinion in cases of question then directs purchaser's people to tasks.  | 7. Frequently tries to get sale officer to make decisions for purchaser.   |
| 8. Frequently "beats the brush" and always seems to know what's going on.  | 8. Seldom gets off the landing or even to sale area. Knowledge of operation seems to be only what people tell purchaser.   |
| 9. Expects sale officer to occasionally answer questions asked by purchaser or workers.  | 9. Expects sale officer to frequently issue specific instructions to workers.  |
| 10. Refers to contract frequently when questions arise.  | 10. Either has not contract immediately available or seldom, if ever, refers to it.  |
| 11. Workers know who is boss and what is expected of them.   | 11. Workers think they know who is boss but are not sure exactly what is expected of them.   |
| 12. Makes agreements and follows through on them.  | 12. Makes agreements but may do something entirely different.  |
| 13. Knows what end result is intended by TSC and works to that end.  | 13. Does only what the Forest Service tells purchaser and no more.   |
| 14. Is conscientious and openly tries to find acceptable ways to do things or suggests alternatives.                                   | 14. Is argumentative and will seldom try to find a workable solution agreeable to both purchaser and the Forest Service.   |
| 15. Follows through on whatever purchaser says, if not possible, ties back in with the sale officer before going in another direction. | 15. May or may not follow through on promises. Sometimes seems to be deceptive   |

## JOB PERFORMANCE REQUIREMENTS

## **ADMINISTRATIVE AND CONTRACT RESPONSIBILITY**

For reference and training only, not to be used as policy or direction.

### **AREAS OF ADMINISTRATIVE RESPONSIBILITY**

#### **Reviewing Sale Preparation Information**

Action: Compile and review Environmental Assessment (EA), Logging Feasibility Report, Timber Sale Report and Appraisal, prospectus, advertisement, silvicultural prescriptions, marking guides, cruise report and correspondence in timber sale folder.

Standards: Identify key areas of concern. Consolidate information to be used in conjunction with pre-operations meeting and contract administration.

Key Components:

- Advertisement.
- Timber Sale Report and Appraisal.
- Environmental Assessment and Decision Notice.
- Logging Feasibility Report.
- Silvicultural Prescriptions.
- Cruise Report and Marking Guides.
- Correspondence and Reports.
- Prospectus.
- Input data for Timber Sale Statement of Account.
- Forest Land Management Plan.
- Timber Sale Contract.
- Provide written feedback to preparation, Forest Service Representative (FSR), and other resources specialists on conflicts found in review or on the ground.

## **Reviewing Timber Sale Contracts**

Action: Review contract provisions, sale area and slash disposal maps, road specifications, key components listed below, and extract critical elements of information.

Standards: Identify special requirements in Timber Sale Contract (TSC) to assist in mutual understanding of contractual requirements.

Conditions: Given assignment of the TSC and all pertinent information about the timber sale.

Key Components:

- Executed TSC.
- Export requirements. (Historical record and/or request of waiver, log delivery points, Log Transfer Agreements if needed).
- Scaling authorization.
- Delegation of authority
- Sale area map and slash disposal map.
- Annual operating schedule.
- Plan of operation.
- Annual fire plan.
- Route of haul with map (2400-6).
- Payments.
- Prior sale administration records.
- Specified road packet.
- Oil spill prevention plan.
- Traffic control plan.
- Specific Conditions (A section) and Special Provisions (C Provisions).
- Alternate scale agreement (2400-6).
- Scaler Information Form (2400-6).
- Provide feedback to FSR of items missing from TSC (including sale area map) that are required by EA, needed for resource protection or conflicts within contract language.

## **Preparing Office and Field Sale Folders**

Action: Necessary documents dealing with TSC are assembled and filed.

Standards: Documentation shall be legible, complete, and filed in an orderly system.

Conditions: Given timber sale folder and necessary supplies.

Key Components:

- Executed TSC and modifications.
- Timber Sale Report and Appraisal.
- Prospectus.
- Advertisement.
- EA and Decision Notice.
- Inspection Reports and correspondence.
- Road, fire, oil spill, and operation plans.
- Scaler Information Forms and specific Alternate Scale Agreement (2400-6).
- Bills for Collection.
- Logging Feasibility Report.
- Silvicultural Prescriptions and Cruise Report.
- Progress map of sale operations.
- Operating schedule.
- Haul route map or detailed description of haul route (2400-6).
- Performance and payment bonds. (Optional for field copy).

Documenting and Reporting Resource Problem Areas That May Require Modification and to Assist Future Planning.

Action: Document changes to harvest activities, which may require a supplement or revision to the EA to be consistent with land management objectives. Document harvest activities which may require a revision to the Sale Area Improvement and KV Collection Plan(SAI/KV Plan) or a modification of the TSC to meet EA and/or the SAI/KV Plan.

Standards: Record areas and define problem on map or files in sale folder. Deliver documentation to the FSR to implement required action in a timely manner.

Conditions: Given timber sale folder, maps, and forms.

Key Components:

- Document activities in writing.
- Record areas and problems on map or other records.
- File in sale folder for permanent record.
- Deliver to FSR to implement action.
- Specialist assistance recognized and requested when needed.
- Provide written feedback to preparation personnel.

### **Making Written Agreements**

Action: Make agreements, collect data, and make recommendations for agreements outside delegated authority.

Standards: Agreements shall meet TSC requirements, shall be in writing, signed the same day as made by person representing both parties with delegated authority to make such agreements, be prior to the start of work in the subject area, and contain appropriate map revisions. The agreement will be concise, but cover areas of what, why, where, when, how, quantities, qualities, necessary equipment, and needed rehabilitation, if any.

Conditions: Given Sale Administrator (SA) and Purchaser Representative (PR) with delegated authority area of work needing agreement; copy of TSC, EA, and Logging Feasibility Report shall be available.

### Key Components:

- Agreement written and signed at time of agreement.
- EA, TSC.
- Map of planned activities to be agreed upon.
- Distribute copies of agreement according to Forest policy.
- Forest Service Manual.
- Delegation of authority.

### **Safety**

Action: Prepare a sale specific job hazard analysis and inspect purchaser's operations for unsafe acts or conditions to Forest Service personnel and/or the public.

Standards: Comply with job hazard analysis and conduct inspections for contract compliance on a continuing basis with proper documentation. Notify FSR and PR and document on Timber Sale Inspection Report the same working day the noncompliance is noted.

Guidelines for safe practices are stated in Sale Administration Handbook FSH 2409.15,61.24.

Conditions: TSC, Health and Safety Code, OSHA regulations governing logging operations.

### Key Components:

- Job hazard analysis developed and review annually.
- Document unsafe acts or conditions.
- Notify Federal Aviation Administration of hazardous cable operations where cable is 200 feet above tree canopy before start of operations.
- State safety orders are applicable to National Forest timber sales.
- Notify Forest Dispatch of latitude/longitude of helicopter landing sites and flight paths in case of a medivac. For helicopter logging operations warn other aircraft in the flight area.

## **AREAS OF CONTRACT RESPONSIBILITY WHERE SPECIFIC RESULTS ARE EXPECTED**

### Acquiring and Maintaining Advance Deposits and/or Credits Prior to Starting, and During Sale Operations.

Action: Prepare and submit SA's account projections or tree measurement worksheet. Assure proper application of performance bond, payment bond allocation and/or cash deposits, and earned/transferred purchaser road credits, to adequately cover required advance deposits (B(T)4.222).

Standards: Obtain advance deposits and credits to cover the value of 30 to 60 days' production and any billing. Earned/transferred-in effective purchaser road credit shall be considered as cash for advance payments. Payment bond allocation (if available) may be used to cover required advance deposits above available cash and/or effective purchaser road credits. Advance deposits shall be established prior to commencement of Purchaser's operation, and adequately maintained during entire sale operations. The timber sale account shall reflect adequate coverage at all times (correct values). Report volume removed monthly, report release/cut/accept dates for payment units.

Conditions: Operations planned or in progress on timber sale; sale folder; Account Projections, Tree Measurement, and Payment Bond-Allocation worksheets are available. Purchaser's request to transfer purchaser credit and bill for collection. Refer to FSH 2409.15,42.

#### Key Components:

- Advance deposits and credits shall equal the value of 30 to 60 calendar day's projected production, in addition to timber hauled but not paid for.
- Only effective purchaser credit (earned or transferred to sale) may be used.
- Allocation of payment bond shall cover needed deposits exceeding cash and purchaser credits.
- Deposits and credits established prior to starting operations.
- Timber sale account shall reflect correct values of actual operations.
- Initiate refund of excess cash when requested by purchaser and when credit balance exceeds charges for timber estimated to be cut in 60 days.
- Input to TSA, transfers of cash and purchaser credit, and bond allocations may be by resource or financial assistants.

## **Collection of Payments Not Received**

Action: Verify payment not received. Notify FSR and contact PR for verification of nonpayment. If necessary, prepare letter of suspension to purchaser for FSR signature, certified mail, with a copy to surety.

Standards: Contact the Supervisor's Office/Accounting Section the first working day after payment due date to verify nonpayment. Contact PR to determine reason payment was not received and document details. When payment is guaranteed by surety bond and payment is not received within 5 working days of the due date, demand for payment shall be made to surety.

Conditions: Given TSC, FSH 2409.15,42.5.

Key Components:

- Payment not received, suspension may be ordered.
- Proper notification of breach with or without suspension; (B(T)9.3), FSH 2409.15.
- Demand and other notices to surety shall be directed to the corporate headquarters of surety as listed on Circular 570 of Department of Treasury.
- Billing for Interest and administrative charges shall be prepared per C(T)4.4.
- Payments are made through lockbox system.

## **Transportation**

### **Agreeing to Hauling Prior to Completion of Reconstruction or Substantial Completion of New Construction**

Action: Prepare letter for Contracting Officer (CO) signature to allow hauling prior to the completion of reconstruction or substantial completion of construction.

Standards: Written agreement shall be made as required by TSC. In addition, agreement shall cover conditions under which hauling may occur.

Conditions: SA has copy of TSC, road plans, and profiles of roads concerned. Operating sale has roads which are not completed as stated in Timber Sales Contract, no damage shall occur to resources, not over 50 percent of timber shall be hauled over new construction, hauling will not be to the disadvantage of the Government.

Key Components:

- Coordinate with Engineering Representative (ER) to verify that no damage shall occur.
- Obtain specialist assistance, when needed, to determine if there will be damage to other resources.

- Reconstruction by purchaser will be completed prior to haul unless hauling is safe, is agreed to by the CO and not more than 50 percent of Included Timber planned to be hauled over the road will be removed.
- Prepare letter for CO's signature.

### **Inspection Purchaser's Road Maintenance Work**

Action: Inspect purchaser's road maintenance work and document on Timber Sale Inspection Report when assigned road maintenance responsibility.

Standards: Work shall be inspected while in progress. Documentation for acceptance shall be same working day as inspection or completion of work for a specific road or other measurable area as agreed. Documentation for Breach and notification to FSR and PR shall be the same working day as identified. Work inspected shall meet requirements of TSC provisions C(T)5.31# and C(T)5.36#.

Key Components:

- Inspection shall be coordinated with Engineering.
- Road maintenance may be responsibility of Engineering.
- Roads must be safe for public and Forest Service administrative traffic.

### **Agreeing to Temporary Road Location**

Action: Document agreement for location and width of temporary road.

Standards: Agreement shall be made by SA and PR and documented. Agreement shall include location, clearing width and slash treatment; and compliance shall be as specified in TSC B(T)5.1, C(T)6.6# and C(T)6.72#, all location approvals shall fully consider the temporary road restoration requirements of B(T)6.63, C(T)5.34#, and C(T)5.35#.

Key Components:

- TSC B(T)5.1, C(T)6.6#, C(T)6.72#, B(T)6.63, C(T) 5.34#, and C(T)5.35#.
- Timber Sale Administration Handbook, FSH 2409.15,51 and 61.42b.
- Work will be accepted when restoration meets TSC and agreement.

## **Improvements**

### **Inspecting Sale Improvements for Damage**

Action: Document condition of improvement prior to and during sale activities.

Standards: Inspections shall be made and documented on a continuing basis while purchaser is performing work adjacent to improvements. Requirements for protection or restoration of improvements shall be as specified under B(T)6.22 and B(T)6.221. Documentation shall be done and submitted to the FSR and PR. Guidelines for protection of improvements are stated in FSH 2409.15,61.1.

Conditions: Given TSC, Timber Sale Administration Handbook.

Key Components:

- Notification in writing shall be given the same working day the damage is noted. Responsibility for restoration of improvements is stated under B(T)6.221 and others of the TSC.
- Coordinate with Engineering on all road improvements and land survey elements.
- Special provisions may protect fences and other livestock improvements.

### **Protection of Cultural Resources and Habitat of Endangered Species**

Action: Document circumstances relating to discovery and action taken to protect cultural resources and habitat of rare and endangered species.

Standards: Initiate investigation, request specialist input, and take immediate action to protect. Document and provide additional information, as may be needed, for contract modification, minor adjustments, or cancellation.

Conditions: TSC, EA, FSH 2409.15,61.11b, and site or habitat needing protection.

Key Components:

- Review logging feasibility report.
- Review cultural resource and habitat of endangered species identified in TSC.
- Investigate sites or habitat found by Purchaser.
- Investigate sites or habitat found by Forest Service.
- Inform FSR and PR in writing.
- Operations in immediate area may be suspended.
- Document mitigating measures.

- Obtain specialist input.
- Prepare necessary TSC modification.

## **Control of Operations**

### **Inspecting Purchaser's Supervision**

Action: Inspect purchaser's supervision and document in writing.

Standards: Inspections shall be done and documented on a continuing basis while purchaser is performing work on the ground. FSR and PR shall be notified same working day inspection is made.

Conditions: Given TSC and Timber Sale Administration Handbook.

Key Components:

- Purchaser's supervision must be adequate to meet contract requirements. (Refer to FSH 2409.15,61.2,61.21,61.22.
- FSM 2451, 2451.11.
- All work accepted or rejected shall be documented the same working day of acceptance.
- Job priority list issued to SA by FSR.
- Work can be accepted on first inspection 90 percent of time.

### **Plan of Operation**

Action: Obtain, review, and recommend approval by the CO, if acceptable.

Standards: Plan shall be obtained within 60 days after award of the contract, shall meet TSC requirements, and shall be approved in writing. A revision shall be requested if operations deviate significantly from current plan of operation.

Conditions: Purchaser plan of operation received prior to start of operations and within 60 days after award.

Key Components:

- Obtain copy of plan of operation.
- Review plan for completeness and compliance to TSC.
- Notify purchaser, in writing, of any changes needed prior to approval.
- Review FSH 2409.15,61.21.
- Approval or rejection should be in writing by CO.

### **Obtaining and Reviewing the Purchaser's Annual Operating Schedule.**

Action: Obtain, analyze, and acknowledge receipt of annual operating schedule.

Standards: Annual operating schedule shall meet requirements of the TSC and be prepared by the purchaser under B(T)6.31. Review FSH 2409.15,61.21,61.22, and 61.3

Pre-operation meetings for specified roads shall follow the same procedures.

Conditions: Prior to start of operations on sale area, annually or upon change of operations.

Key Components:

- Obtain and review annual operating schedule.
- Notify purchaser if operating schedule is inadequate or conflicts exist. Refer to FSH 2409.15,61.22.
- May be completed jointly at a pre-operations meeting.
- Request revised schedule if operations do not follow plan closely.

### **Documentation of Pre-operations Meeting**

Action: Document pre-operations meeting with purchaser and operator to indicate agreements.

Standards: Pre-operations meeting shall be documented and signed by FSR, SA, and PR, as agreement to items that are discussed.

Conditions: Annual operating schedule on hand, operations ready to start, pre-operations checklist completed, and a pre-operations meeting is scheduled and agreeable to purchaser.

Key Components:

- A pre-operations meeting checklist shall be prepared listing items needing discussion including special provisions in TSC and EA; interpretations of TSC provisions, plans, and copies of agreements needed prior to start of operations; and, agreements to be made at the meeting.
- Agree with purchaser on time and date of meeting, plans, and schedules that shall be needed.
- Discuss points of special concern in EA and contract.
- Discuss interpretation of provisions in TSC to establish meaning as required by TSC and for use in event of claims and/or disputes.

- Prepare or obtain copies of fire plan, slash schedule, road maintenance plan, traffic control plan, route of haul, spill prevention plan, and any other plans needed prior to start of operations. Itemize those received or agreed to in minutes of the meeting.
- Document discussions and agreements in writing and obtain signatures.

## **Conduct of Logging**

### **Inspecting Purchaser's Felling and Bucking Operation**

Action: Inspect purchaser's felling and bucking operation and document in writing.

Standards: Work shall be inspected while in progress. Notification to PR and FSR shall be documented the same working day. Work inspected shall meet requirement of TSC provisions B(T)6.4, B(T)6.41, B(T)6.411, and C(T)6.411#, FSH 2409.15,61.31.

Conditions: TSC, EA, Timber Sale Administration Handbook, and tracer marking paint available.

Key Components:

- All designated timber shall be felled unless agreed to otherwise.
- All trees cut are designated in advance of felling.
- Timing if felling meets TSC special provision C(T)6.411# where applicable.
- Individual trees designated shall be paint marked above and below stump height with tracer paint. Leave trees are marked with Orange tracer paint.
- Clear-cut boundary changes will be designated on the ground and identified by tracer paint at ground level on backside of trees.
- Test cuts made on unutilized material in accordance with B(T)6.41.
- Falling practices, stump heights, breakage, and bucking out of cull material meets contracts specifications.
- Felling lead is to approved skid trail locations.
- Stage felling is followed to prevent damage to residual stands and breakage. Falling plan is provided by purchaser and followed under C(T)6.411#.
- Review of timber falling practices video.

### **Agreement to Skidding and Yarding Layout**

Action: Check purchaser's location of proposed skid roads, corridors, and landings, and agree to appropriate location.

Standards: Purchaser's designation of skid roads, corridors and landing locations shall be checked on the ground to ensure that requirements of TSC are met. Agreement must be in writing..

Conditions: TSC, EA, FSH 2409.15,61.32, and Logging Feasibility Report for each unit and active operations.

Key Components:

- Review resource objectives in EA, sale preparation notes, and TSC.
- Walk purchaser's proposed locations on the ground (preferably with Purchaser's Representative) to ensure that locations designated meet TSC, EA, and requirements. Generally, 10 percent or less of ground should be disturbed after yarding or skidding.
- Check logging feasibility map showing ridges and draws (particularly those areas designated sensitive on sale map) and indicate locations of main skid roads, streamcourse crossings, landings, corridors, and any other important data.
- Reach agreement with PR or Field Representative and discuss how landings, skid roads, and stream crossings are to be constructed, maintained and restored, including erosion control measures on corridors as well as the other items.
- Document the requirements of the agreement and include sketches and/or maps of patterns.
- After felling, walk area to determine if skid road corridor and landing locations can be changed to the benefit of the resources and/or the purchaser's operations.
- If changes are made in location, document in writing.
- Review B(T)6.423 and FSH 2409.15,61.11,61.32c for skidding on permanent roads.
- Agreements are made prior to any felling in the units.

### **Inspecting Purchaser's Skidding and Yarding Operations**

Action: Inspect and document purchaser's skidding and yarding operations.

Standards: Work shall be inspected while in progress. Notification to PR and FSR shall be documented the same working day. Work inspected shall meet requirement of TSC provisions B(T)6.42,B(T)6.421, B(T)6.424, and C(T)6.42#.

Conditions: TSC, EA, FSH 2409.15, and Logging Feasibility Report.

Key Components:

- When used in other than clearcuts and construction clearing, tractors and rubber tire skidders must be equipped with a winch to assure protection of residual trees.
- Wedge cuts are used to allow merchantability inspections.
- Economic impracticability relates to timing of removal of other products in the immediate area.

### **Inspecting Purchaser's Streamcourse Protection Measures**

Action: Inspect and document purchaser's streamcourse protection measures.

Standards: Work shall be inspected while in progress. Streamside crossing shall be agreed to in advance of operations and designated on the ground. Notification to PR and FSR shall be documented the same working day. Work inspected shall meet requirements of TSC provisions and guidelines of FSH 2409.15,61.41.

Conditions: TSC, EA, and FSH 2409.15.

Key Components:

- Slash or other debris which adversely affect the flow of the streamcourse shall be removed within 48 hours after material has entered streamcourse unless waived or excepted by B(T)6.5, and/or C(T)6.50#.
- Streamcourses to be protected are shown on the sale area map.
- Work shall be accepted when TSC requirements are met.
- Timber shall be fully suspended over protected streamcourses.

### **Inspecting Purchaser's Erosion Prevention and Control Work**

Action: Inspect and document purchaser's erosion prevention and control work. Complete on-the-ground designation when required.

Standards: Erosion control, seeding, construction, and maintenance of cross ditches shall meet TSC and FSH 2409.15,61.42 requirements. Operations shall not cause excessive soil damage as specified in the TSC and FSH 2409.15,61.42. Work shall be inspected in progress. Notification to PR and FSR shall be documented the same working day of acceptance or rejection.

Conditions: TSC, EA, and FSH 2409.15.

Key Components:

- Erosion control work designated on the ground and purchaser notified.
- Completion of Purchaser's work shall be within time limit specified or as agreed in writing.
- Work will be accepted when it meets TSC requirements.

- Erosion control work may be designated by Purchaser or Field Representative after agreement in writing to standards of location and construction.
- Review FSM 2520.

## **Inspecting Purchaser's Slash Disposal Work**

Action: Inspect and document purchaser's slash disposal work.

Standards: Work shall be inspected in progress. Notification to PR and FSR shall be documented the same day. Work inspected shall meet requirements of TSC provisions, guidelines of FSH 2409.15,61.5, and the EA.

Conditions: TSC, EA, and FSH 2409.15,61.5. Slash treatment in progress.

Key Components:

- Work shall be completed within time limits specified in B(T)6.7 and in accordance with the detailed slash disposal plans and specifications, unless agreed otherwise in writing.
- Coordinate with Fire Management in inspections.
- Substitute methods and/or measures shall be agreed to with changes made where appropriate.
- Work will be accepted when TSC requirements are met.
- Charges for waived work shall be identified to start of operations in the unit.

## **Scaling Authorization**

### **Inspecting Purchaser's Log Accountability**

Action: Inspect and document purchaser's log accountability.

Standards: Inspections shall be done on a continuing basis while purchaser is performing work on the ground. Notification to FSR and PR shall be documented the same working day. Log accountability shall meet requirement stated in FSH 2409.15,13.42,27, and 61.64, and FSM 2443.

Conditions: TSC, Forest Service Manual and Forest Service Handbook; Yard Scaling Agreement, Alternate Scaling Agreement and Timber Theft Prevention Plan.

Key Components:

- All logs must be branded and painted as required by the TSC.
- All products shall be accounted and paid for.
- Charge for missing products as required by the TSC.
- Check unit boundaries for evidence of charges and mark white tracer paint.

- Check stumps to be sure only designated timber is cut.
- Refer to FSH 2409.15,13.42 for sale trespass actions.
- Truck inspections shall be made as often as necessary to insure compliance, at a location other than the landing and shall be unannounced. Inspections shall be documented.
- Test paint in each unit for tracer element.
- Review any Regional and/or Forest Product Accountability Action Plans, or other documents.
- Refer suspicious circumstances to Law Enforcement as required by FSH 2409.15,13.42, and Timber Theft Prevention Plan.

## **Fire Precautions and Control**

### **Accept Fire Plan**

Action: Review and accept fire plan.

Standards: Fire plan shall meet TSC requirements.

Conditions: Fire plan shall be accepted prior to operations in fire precautionary period.

Key Components:

- Review purchaser's fire plan to meet TSC requirements. Plan must indicate prevention measures to be taken.
- Accept fire plan when it meets TSC.
- Involve Fire Management in fire plan review.
- Provide Fire Management copies as needed.
- Sign up fire fighting equipment for Forest Service use.

### **Inspecting Purchaser's Fire Precautionary Measures**

Action: Inspect and document purchaser's fire precautionary measures.

Standards: Inspections shall be made during fire precautionary season. Notification to PR and FSR shall be documented the same working day. Precautionary measures inspected shall meet requirements of TSC and FSH 2409.15,62.

Conditions: TSC, Forest Service Manual, FSH 2409.15,62; Spark Arrester Guide, and operating timber sale.

## Key Components:

- Fire inspections shall be documented and conducted as needed to assure purchaser's supervision is adequate to meet contract requirements, including certification of compliance.
- More frequent inspections will be necessary during periods of high or extreme fire danger.
- Fire Management should be included in fire inspection.
- Prevention equipment and measures and purchaser's certification that do not meet contract requirements shall be a breach of contract. Surety shall be notified. Refer to FSH 2409.15,63.3.
- Waive fire equipment and prevention measures, if not needed, by person with authority.

## **Other Conditions**

### **Contract Term Adjustment**

Action: Prepare documentation of circumstances affecting possible contract term adjustment.

Standards: Document all delays and interruptions to purchaser's scheduled operations as listed in the TSC. Upon request of purchaser for contract term adjustment, prepare recommendation for FSR's signature and forward to CO for determination of approval. Prepare documentation for CO approval for permission to delay performance beyond termination date.

Conditions: TSC, FSM 2453.11, FSH 2409.15,31,operation plans, schedules, forms, purchaser's request, annual operating schedule, and documented circumstances.

## Key Components:

- Review normal operating season and annual operating schedule.
- Document actual start and stop dates of purchaser's operations.
- Document delays beyond purchaser control and periods of breakdown.
- Document interruptions beyond purchaser control.
- Document causes affecting disposition or processing of included timber.
- Document delays or interruptions in purchaser's operations at request of Forest Service.

- Prepare and file documentation required for delayed performance beyond termination date (for example, scaling, slash disposal, or removal of improvements).
- Purchaser cannot remove timber past termination date.
- Purchaser's timely request for contract term adjustment.

### **Agreeing to Minor Adjustments in Volume and Boundaries Within Sale Areas**

Action: Recommend to FSR the need for changes in subdivision boundaries and adjustments in volume, and prepare agreement.

Standards: When making minor adjustments, the unit must be checked on the ground and differences between prescription and ground conditions coordinated through specialists prior to making changes. Trees inadvertently missed during preparation stages may be included without silviculturist input. The change shall be agreed to in writing prior to adjustment.

Conditions: Sale has timber that should be deleted or added to be consistent with the silvicultural prescription and EA inside the sale area boundary and inside or adjacent to units to be cut. SA has TSC, EA, silvicultural prescription for units, preparation notes, and Forest Service Handbook.

Key Components:

- Review TSC, EA, preparation notes, silvicultural prescription, and/or Forest Service Manual and Handbook, for direction in making minor changes in volume or boundaries.
- Check area on the ground to determine if ground conditions meet Silvicultural Prescription and/or EA.
- Obtain purchaser's signature along with person authorized to make agreement.
- Initiate action to bill purchaser for advance deposits if needed.
- Designate timber to be included and delete timber to be left. Must be inside sale area boundary.

### **Documenting Breach**

Action: Documenting breach and submit notification to FSR.

Standards: Breach documented on formal letter signed by FSR. Letter must contain reasons for the breach action; contract provision (s) in breach, remedy, and timing for remedy. Letter shall also specify conditions of suspensions, if any. Letter shall be sent certified mail, with a return receipt requested with a copy to surety. Breach action shall follow guidelines in FSH 2409.15,63.3.

Conditions: TSC, Timber Sale Administration Handbook, and breach of contract by the purchaser.

### Key Components:

- A significant action or inaction by the purchaser exists which is in violation of a specific TSC provision (s), and required some form of remedy.
- When an immediate threat to life or a threat of immediate and irreparable damage to National Forest resources exist, an oral suspension by the SA shall be documented and given to the PR, operator, or purchaser's employee (s), and FSR.
- Prepare letter for FSR's signature.
- Suspensions will be reviewed by Forest Supervisor/CO.
- Prepare letter for lifting suspension when breach is remedied.
- When dispute exists as to breach, request FSR and PR meeting on the ground. Review B(T)9.2 and C(T)9.2.
- Send copy of breach letter and remedy letter to surety.

# SALE ADMINISTRATION CERTIFICATION BOOKLET

**TIMBER SALE ADMINISTRATION CERTIFICATION**  
**and INSPECTIONS**  
(July 2000)

**PURPOSE:** *This program is a vehicle to measure, improve, and maintain, at a high level, the quality of timber sale contract administration by achieving full contract compliance and necessary protection of National Forest resources.*

**I. SALE ADMINISTRATOR REGIONAL FORESTER'S REPRESENTATIVE, AND SALE INSPECTOR CERTIFICATION PROGRAM**

***A. Objectives of Sale Administrator certification:***

1. Provide a mechanism to evaluate performance of the candidate to assure that the sale administrators are accomplishing contract administration at the satisfactory, journeyman level.
2. To obtain high quality end-result performance in timber harvesting through professional administration of the timber sale contract.
3. Provide consistency in the administration of timber sale contracts across the Western half of the United States, which includes Regions 1,2,3,4,5, and 6 and 10.

***B. Objectives of Regional Forester's Representative certification:***

1. Maintain a cadre of individuals with the ability to:
  - a.) Act as a temporary staff specialist for the Regional Foresters and Forest Supervisor to evaluate sale administration skill levels.
  - b.) Represent the Regional Foresters on Regional policy, expectations, and interpretations concerning timber sale contract administration.
  - c.) Advise the Regional Timber Directors on needed change in policies, expectations, and interpretations in timber sale contract administration.

***C. Objectives of Sale Inspector certifications:***

1. This level of certification is only applicable in Region 5 and 6. These individuals will provide Forests with the following services:
  - a.) training
  - b.) Conduct formal or informal sale administration inspections
  - c.) assist with pre-certification field exams
  - d.) serve as Forest representative on SA certification team
  - e.) conduct other sale administration duties per Forest direction

## ***D. Qualifications:***

The qualifications of sale administration personnel will be determined by written examination and field exam designed to analyze and evaluate actual job performance.

### **1. Certified Sale Administrator**

A trainee Sale Administrator is not certified to independently administer timber sales, but can have delegated authority to administer timber sale contracts consistent with their development and abilities while in preparation for certification. Generally, this will be done under the close tutelage of a certified SA or Forest Service Representative (FSR). As a minimum, trainee SA's should successfully complete the written sale administration exam prior to administering any timber sale contracts.

The Sale Administrator must pass the written and field examinations. Upon passing the examinations for certification, the SA is then fully qualified to independently perform all jobs necessary for on-the-ground sale administration.

An SA who has been certified in one Region is considered to be certified when they begin administering timber sales in a different Region. An inspection must be conducted by an RFR or sale inspector within 1 year of arrival into the different Region.

Recertification is needed when an SA has been inactive in sale administration work and hasn't maintained certification through regular performance reviews for a period of 3 years. The field examination would be administered by an RFR for recertification. If results are inadequate the SA may have to retake the written exam.

For an SA to maintain their certification, successful performance on a maintenance inspection must occur at least once every 3 years (once every 2 years in Region 6). In addition, the SA should attend a sale administration workshop every 4 years.

### **2. Certified Regional Forester's Representative**

Each sale administrator certification team will have a team leader who is assigned by and represents the Regional Forester. This individual will be responsible for making sure the certification team functions effectively, fairly, focuses on performance, and reports results of the examination to the Forest and the Regional Forester.

Qualifications for RFR include the following:

- a.) Expertise in management skills.
- b.) Completion of regional or national training in timber sale contract law.
- c.) Successful completion of written sale administration certification examination.
- d.) An attitude of high service concept and a conceptual knowledge of contractor costs, impacts of time delays, and company employee skill levels.
- e.) Ability to achieve credibility with the Forest Supervisor on the Forest being inspected and the sale administrator being examined.
- f.) Committed to spend a minimum of 10 work days each year on field examinations and/or training for 3 consecutive years.

Before being designated as RFR, the trainee must, as a minimum, have observed or participated on an SA certification team examination, and have served as team leader during a second SA certification team examination while being evaluated by a certifying RFR.

For the maintenance of RFR skills and knowledge, RFR's should serve at least once annually as RFR/Team Leader or member on an SA certification examination or conduct an SA maintenance inspection. Attendance at the annual RFR workshop is necessary to review certification problem areas observed in the prior field season's inspections, to discuss improvements needed in the certification program, to set areas of emphasis to be evaluated by RFR's, to institute changes in levels of contract administration and interpretation, and to prepare the coming year's certification schedule.

A coordinator for RFR's will be designated from each of the Regional Offices. The coordinator will be responsible for maintaining a cadre of RFR's, scheduling inspections, coordinating the annual workshop, maintaining records, issuing certifications, and working with the other Regional coordinators.

### 3. Certified Sale Inspector

The certified Sale Inspector must successfully complete the written examination and pass the field examination.

Prior to scheduling for certification, Inspector candidates should have:

1. Successfully performed an inspection while being reviewed by an RFR or a Certified Inspector.
2. Been nominated by that Forest's Supervisor for inspector certification.

When certified, the Inspector is fully qualified to independently perform all jobs necessary to the inspection process (performance evaluation and follow-up). This level of certification is only offered in Regions 5 and 6.

## ***E. Certification Team***

### 1. Team Composition

The certification team consists of a team leader (RFR) and various members, depending on the kind of examination being performed.

- a.) Sale Administrator Examination: The team will consist of a minimum of four persons which will include an RFR/Team Leader, a line officer, one person from timber management on the Forest (but off-District), and an off-District person from a discipline other than timber who is familiar with timber sales, harvest, or resource activities. The RFR will come from other than the home Forest.
- b.) RFR Examination: The team will consist of a minimum of two people, an off-Forest RFR, assigned by the Regional Forester, and one other member with the ability to evaluate the candidate's skills, knowledge, and performance.

c). Sale Inspector Examination: The team will consist of a minimum of two persons, one RFR from off Forest and either the Forest RFR, a line officer, or Timber Staff, with the ability to examine the inspector candidate's skills, knowledge and performance. A third person who is a trainee for Inspector or RFR is encouraged and would be used as an observer or team member at the discretion of the RFR. (This level of certification is only offered in Regions 5 and 6).

## 2. Team Role

The role of the certification team is to conduct an examination which provides a team evaluation of the candidate's ability to satisfactorily administer or inspect a timber sale to established standards. The Regional Forester delegates authority to the certification team to conduct an exam and provide the Regional Forester with an evaluation of the candidate and a recommendation on certification. The team's responsibilities include:

- a.) Conduct a fair, objective evaluation based on the candidate's performance.
- b.) Provide the candidate and management (District and Forest) with a full evaluation of strengths and weaknesses. Identify the underlying causes of any weaknesses and, if possible, provide suggestions for improvement.
- c.) Provide information to management on issues and concerns which are beyond the scope and responsibility of the candidate but affect the quality of sale administration.
- d.) Make a recommendation on certification to the Regional Forester.

## 3. Team Leader's Responsibilities

- a.) Ensure the certification team functions effectively, properly evaluates the sale administration work done by the candidate, and reports results of the examination to the Forest Supervisor and the Regional Forester.
- b.) Act as temporary staff specialist for the Forest Supervisor to evaluate the quality of the Forest's sale administration work. This includes the level of sale administration being practiced on the Forest and whether administration follows, diverges from, exceeds, or does not meet the Regional Forester's expected standards of sale administration.
- c.) Use the examination process as an opportunity to train the inspection team, Forest staff, and RFR trainees. Provide an orientation to the certification team which includes, at least, the objectives of the certification program, an outline of the field inspection and evaluation process, philosophy of demonstrated performance and how it will be evaluated, SA's background, importance of candidate orientation, and team responsibilities.
- d.) The RFR is the team leader and is responsible for the action of the certification team. The RFR must coordinate, provide continuity, and keep the inspection on track. Even though the RFR has the final say, this is not intended as a veto power. Certification teams must strive to reach unanimous decisions. All team members have equal responsibility and opportunity to participate in the field exam.

## **II. TIMBER SALE INSPECTIONS**

### ***A. Objectives:***

1. Provide an evaluation of the work performance of the candidate through a review of timber sale contract administration.
2. Ensure contract requirements are met to Regional standards and all resources receive the necessary protection.
3. Identify performance strengths and deficiencies and determine the underlying causes.
4. Provide feedback to the individual inspected and to management, including any corrective actions needed.
5. Promote consistency in contract administration and compliance standards between Sale Administrators on a District, between Districts, between Forests, and, increasingly, between Regions.

Inspections are a key step in our internal control system designed to assure that everyone, at all levels, is meeting, through appropriate actions, Forest Service quality standards for timber sale administration.

### ***B. Types of Inspections***

#### **1. Training Inspections**

Training inspections are performed on trainee Sale Administrators and are directed at increasing the SA's knowledge and provide feedback on the job being done in sale administration. Questioning procedures are utilized to determine the depth of knowledge while measuring performance results on the ground in comparison to the terms of the contract and Regional standards.

Inspectors should go to the limits of knowledge of the trainee in each and every area possible and review the application of this knowledge on the ground. When those limits are reached, the inspector should go into the training mode and interact with the SA trainee to learn which elements need strengthening and provide feedback including options and actions needed for the SA to adequately administer the timber sale contract.

The ***Timber Sale Administrator Follow-up and Maintenance Evaluation*** (form R4-FS-2400-62) is used to document the results of the inspection. The inspector's mission is to measure knowledge, evaluate the quality of work performance, and to train. The CO must be provided feedback and areas needing improvement should be referred to the CO for correction.

#### **2. Certification Exam Inspections**

- a.) The inspection for certification examination for an SA is designed to focus on the performance of the SA. It determines how the candidate is performing in areas of delegated responsibility. The inspection will utilize the questioning process to the

extent needed for the certification team to determine if a candidate's knowledge is sufficient to be able to perform at the journeyman level. In addition, the inspection will visit the field to evaluate if actual performance is fully satisfactory or needs improvement in a given area. The full range of expected performance will be reviewed, in most cases. Enough time needs to be spent evaluating each area to determine if the candidate is performing satisfactorily. In some areas, it may take a high degree of digging to determine the level of knowledge and performance or underlying causes of weaknesses while, in other areas, it may take only a short time to make a determination. Once the team has evaluated the candidate in an area and reached a conclusion, the inspection should move on to another area.

The ***Sale Administrator Evaluation and Rating Team Summary*** is used to document the certification team's rating of the candidate and recommendation for certification. Page 2 of the form is used by each team member to track their evaluation of the candidate for each of the topics covered in the exam. Enough of the items on the form should be reviewed to determine certification. If any areas cannot be covered, they must be those which are not necessary for full certification (records, payments, and control of operations). Each region has a separate version of this form, but each form covers similar items.

- b.) The certification examination for an RFR will be based upon the RFR trainee's performance as Team Leader for an SA certification exam. The reviewing RFR and RFR certification team must concur with the RFR trainee and team's rating of the SA. The ***Regional Forester's Representative Certification Evaluation and Rating*** form (R4-FS-2400-60) will be used to document the results and recommendation for certification.

During RFR or Sale Inspection certification, team members are not to ask questions of candidate except for clarification. Team members are evaluating the Inspector or RFR candidate's ability to conduct a satisfactory inspection and to identify the deficiencies and underlying causes of the deficiencies if any are found.

The team must keep together so everyone can hear what is being discussed and can see on the ground what is being reviewed. It is important for everyone to hear the questions and answers that are being given and review the same things on the ground for consistency in evaluation.

Certifying RFR's should notify Inspector or RFR candidates that they are to provide the certifying RFR the following in writing prior to beginning their inspection for certification:

- \* The key objectives, issues, concerns, etc., of the sale being reviewed, which the inspector/RFR candidate has gleaned from his/her preparation.
- \* Problems or indicators of problems which the Inspector/RFR candidate identified during preparation, which he/she plans to follow-up during the inspection.
- \* A general timetable the Inspector/RFR candidate anticipates following during the inspection. This timetable should be flexible enough to accommodate any

unanticipated occurrences that arise during the inspection. The timetable can be as simple as time starting, time completed, time of critique, time leaving sale area.

- \* What items on the SA Evaluation and Rating form the Inspector/RFR candidate will drop from his/her inspection if time becomes a factor. This will encourage Inspectors/RFR to do similar planning on future inspections.

This will provide the certifying RFR and team with enough information to be able to track the candidate's inspection during the day. It will help the team evaluate the quality of the Inspector/RFR candidate's preparation. The team can observe how the candidate follows an area of concern and brings it to a conclusion. The team can also observe how the candidate makes adjustments to his/her inspection during the day.

- c.) Sale Inspector Certification for Regions 5 and 6 will use the form 2400-64 TIMBER SALE ADMINISTRATION INSPECTOR EVALUATION & RATING OF JOB PERFORMANCE form while conducting an Inspector precertification or certification examination.

The results of the examination must be either:  
Fully Certified or  
Reexamine.

The team must determine if any areas needing improvement are significant enough to withhold certification.

### 3. Maintenance Inspections

Maintenance inspections are performed on certified SA's at least once every 3 years to review their performance against Regional standards. The exception to this is in Region 6 where maintenance exams will be performed every 2 years. The inspection team will consist of an off-Forest RFR/Inspector and the Forest or TMO Contracting Officer (CO). The inspection should use a low key, low intensity approach and should have the structure necessary to assure an organized and complete review is accomplished. Maintenance inspections should not be a repeat of the certification exam. Inspectors should concentrate more on the evaluation of the actions taken by the SA, especially on the peculiarities and problems of the sale being reviewed.

The *Timber Sale Administrator Follow-up and Maintenance Evaluation* form (R4-FS-2400-62) is used to document the results of the inspection. The inspection team is not required to cover all the items listed on the SA Evaluation and Rating form to make a determination on the SA's performance.

When the Inspector/RFR and team have determined a team evaluation for each of the individual items reviewed during the inspection, the Inspector and team are to evaluate the inspection "as-a-whole" and determine if it was:

- a.) Fully Satisfactory (no needs improvement in significant areas);
- b.) Conditional (some areas of needs improvement); or,
- c.) Unsatisfactory (too many areas needing improvement).

The Contracting Officer or RFR will determine, from the inspection report, what action is necessary. This is when the need for and the timing of a follow-up review is determined by the CO or RFR.

Should the team conclude the SA's performance resulted in too many areas needing improvement, the RFR or CO should request a formal review of the SA's performance. The request for review should be sent to the Forest Supervisor as well as the Regional RFR coordinator. Adequate documentation, including results of the maintenance inspection, needs to accompany the performance review request. A formal review will be scheduled upon concurrence of the RO Timber Staff as to the need.

### ***C. Components of an Inspection***

#### **1. Administrative Process**

The certification team's actions and process must demonstrate the examination results will accurately assess the candidate's performance. The team must have the ability to look beyond the indicators of a problem which comes to light and get to the real or underlying cause, recommend solutions, and provide feedback to the candidate and management in a positive manner.

The team must be well prepared to perform the examination satisfactorily. To conduct an effective inspection, the team needs to be familiar with the NEPA document, appraisal, contract, correspondence, previous inspections, sale activities, delegation of authority, and other related resource data. A tentative schedule for the day should be developed. Agreement between team members should be reached on which items will not be reviewed (based upon their preparation) should exam time be insufficient.

The Team Leader must make the best use of the time available - being in control of the inspection, directing or managing rather than just reacting to what comes next.

#### **2. Inspection Process**

The inspection process includes candidate orientation, the actual inspection, and the evaluation. This generally occurs as a sequence of events spread out over time spent in the field. However, depending on the circumstances, each step will overlap a great deal or be adjusted as the exam progresses to be effective. As an example, the team's evaluation begins as soon as candidate orientation is completed; yet, there may be a need to conduct additional orientation late in the review to minimize defensiveness and develop trust.

#### **3. Inspection Critique**

Following the examination and the certification team's joint evaluation on the candidate's performance, an inspection critique is given. The purpose of the critique is to clearly articulate, in a constructive manner, the team's recommendation on certification, the candidate's performance strengths and weaknesses, the underlying causes of problems and recommended solutions, and those issues which are the responsibility of management.

#### **4. Feedback and Follow up with Management**

Both verbal and written feedback needs to be provided to management on the results of the evaluation so line officers will fully understand the level of sale administration being practiced on

the Forest, the candidate's performance, and what corrective action(s) may be needed. Offer constructive advice for improving performance and solving problems.

#### ***D. Ingredients of a Successful Inspection***

A successful inspection has occurred when:

1. The certification team was well prepared, with enough knowledge of the sale and candidate to be able to make a complete and informed examination.
2. The team leader quickly developed a good rapport with the candidate, gained confidence and trust, and maintained it throughout the inspection and evaluation.
3. The team saw enough work performed by the candidate to be able to make an accurate evaluation of the candidate.
4. The inspection and evaluation was a positive and valuable experience for all involved, especially the candidate.

If a certification team walks several units on the sale and evaluated most of the items, and achieved these results, it was a successful inspection. During a good inspection, the team will normally do 25% or less of the talking.

An Inspector/RFR should ensure the inspections are of a positive nature and serve to reinforce quality and improvement. Inspectors should demonstrate a positive and firm attitude towards personal accountability. If this is done in a fair and business-like manner, credibility will be gained by the Inspector/RFR in the eyes of the person being inspected and by the local Forest personnel.

Look at sale objectives and the results of the operations on the ground, but be sure to equate it all to the terms and conditions of the contract. Be sure your observations are valid and relevant. Use good perspectives and judgement in evaluating symptoms to the problems identified. Performance, including strengths and deficiencies, should be clearly identified and discussed with the candidate. The basic underlying causes leading to these deficiencies must be determined and discussed with the CO and Forest Supervisor..

***Don't nit-pic.*** It's just as important to give credit where it's due as it is to identify deficiencies. Inspectors and their team do not have to find something wrong to show they are doing their job as inspectors. The candidate must accept the evaluation of the team in order to strengthen weaknesses or resolve the problems.

### **III. CERTIFICATION PROCESS**

When candidates acquire the necessary skills, they will be tested by examination of their knowledge and ability to integrate these skills through satisfactory performance as an SA or RFR, or Sale Inspector (R 5 and 6).

#### ***A. Examinations***

Examination includes a written exam and a field exam.

## 1. Written Examination

The written exam is designed to determine knowledge acquired. A written exam is a prerequisite to the field examination and is administered and graded in person by an RFR. Examinations are scheduled as needed and take up to 6 hours to complete. Upon successful completion, candidates may be delegated some authority to administer active sales. This will give the candidate the opportunity to gain on the ground experience needed to prepare for the field exam.

## 2. Field Examination

The field exam is designed to examine the candidate's knowledge and skills as demonstrated by their performance in administering the terms of the contract. The local CO will determine when the SA candidate has completed training and is ready for examination. A pre-cert exam is recommended when making this determination. A timber sale qualifying for a field exam must meet the following criteria:

- ◆ Contract is a FS-2400-6 or FS-2400-6T.
- ◆ Sale consists of multiple payments.
- ◆ Purchaser is operating or recently operated on the sale.
- ◆ Sale has cutting units where some contractual work is completed and has been accepted by the candidate.

The Regional Office will assign an RFR to lead the certification team. Forests are responsible for identifying the team members for the certification team for the field exam, but the RFR will have the final say on team size. Forests will arrange motel accommodations and transportation which will allow all team members and the candidate to ride together. Initial orientations with the certification team and candidate should be located to minimize interruptions. The Forest is also responsible for scheduling the time and place of the team's exit conference with the Forest Supervisor.

### ***B. Certification Team Orientation and Instructions***

The RFR, as team leader, is responsible for providing the certification team information on the certification program (objectives, requirements), the process, and the team's responsibilities. The following items should be covered, as a minimum:

- a.) Outline field inspection process.
- b.) Outline evaluation process. Discuss importance of identifying actual causes of deficiencies, underlying causes, and whether the problem is with the candidate or management.
- c.) Explain importance of candidate orientation.
- d.) Discuss the philosophy of demonstrated performance and how it will be evaluated.
- e.) Discuss how to conduct the critique with the candidate.
- f.) Disclose the candidate's background.
- g.) Answer questions and bring the team up to date on the sale administration program.

During the course of a field exam, the team will analyze and evaluate the candidate's job performance. To do this effectively, the certification team must review pertinent documents associated with the timber sale used for the candidate's exam (e.g., NEPA document, sale folder information and data). From the review, the team should identify areas that need to be checked out during the exam and develop a tentative schedule for the day. At this time, agreement needs to be

reached on those activities that won't be examined. Team assignments also need to be made (e.g., identify lead questioner for topics/activities to be reviewed).

On SA certification exams, all team members have equal responsibility and opportunity to participate in the field examination. The Team Leader will coordinate, provide continuity, and keep the inspection on track. Team members will direct questions to the candidate and let the candidate answer, rather than get caught up in unnecessary questions and answers between team members. Keep the questions on track and headed for the stated objective of candidate evaluation.

On RFR/Inspector certification exams, team members are silent while the RFR/Sale Inspector candidate performs the exam of the SA. Only questions to obtain clarification from the RFR/Inspector candidate may be asked by the team. The team's role is to observe the RFR/Inspector candidate and evaluate them in the four major areas covered in the inspection process: administrative process, inspection process, inspection critique, and feedback with management.

### ***C. SA Candidate Examination***

#### **1. Candidate Orientation**

Prior to the start of the examination, an orientation of the process needs to be provided to the candidate. The certification team and candidate should meet in a location where interruptions will not occur. Introduce the team members and the candidate. Set the tone for the field exam by clearly articulating the examination's objectives, having informal and open discussion, and informing the candidate what they can expect from and during the exam. This is the time to establish a rapport and trust for the day. The orientation should take 15 to 20 minutes. The following items should be covered:

- ◆ Review the background and status of the certification program.
- ◆ Review and explain the evaluation and critique process. Provide the candidate with a copy of the evaluation form, page 2.
- ◆ Review the proposed schedule (time frame) for the day, and finalize with the candidate before heading to the field.

#### **2. Candidate Evaluation**

The evaluation will begin following candidate orientation. Because a final schedule for the day is needed, it's best to start by having the candidate review the sale background, including contract activities to date, special requirements of the contract, problem areas, their delegation of authority, District organization, and any instructions from contractual and administrative superiors.

Establish a location for the team to conduct their evaluation and critique with the candidate and the candidate's supervisor. Finalize the day's schedule.

Examine the sale area and evaluate the candidate's performance using the evaluation and rating form as a working tool and checklist. Each item should be covered in an organized manner, not jumping from one issue to another. It may be necessary to occasionally discuss something on an item which is out of sequence with the current inspection. When this occurs, the inspector should prepare the candidate for the change by stating the team is going to look at the different item and will then return to the natural flow of the inspection.

When asking questions, give the candidate sufficient time to answer each question and clarify the question, if necessary. Do not confuse the candidate by a rapid line of different questions (third degree approach). Minimize "what if" questions. However, it may be necessary to ask some hypothetical questions to get information on how the candidate would handle situations and activities that are not present at the time of the inspection. During the course of asking questions, the inspector must recognize and respond to unanticipated events as they arise, shifting priorities accordingly.

In evaluating the candidate's performance, consider the overall effectiveness and management of the sale administration task. Distinguish between those performance issues that are the candidate's responsibilities or those of management. Following is a list of questions to consider when evaluating the candidate:

- a.) Does the candidate understand the overall contribution the Ranger District or Forest organization should make to the administration of the sale?
- b.) Does the candidate establish specific objectives with the support of other personnel? Is help available from the candidate's supervisor or the sale administration team in overcoming obstacles which may prevent the attainment of these objectives?
- d.) Does the candidate receive positive periodic feedback from the supervisor on their progress toward meeting objectives?
- e.) Does the candidate accept authority and responsibility as delegated? Are responsibilities clearly defined and understood with appropriate attention given to getting results? Are priorities identified by the contractual or work supervisor? Is action initiated promptly and in perspective with established priorities?
- f.) Does the candidate display a willingness to initiate action, think through work barriers, occasionally risk mistakes to keep work headed toward meeting objectives?
- g.) Does safety receive adequate consideration?
- h.) Are potential problems anticipated in advance and corrective action taken?
- i.) Is work planned and scheduled to get results within acceptable time frames and with adequate coordination?
- j.) Does candidate obtain the assistance of technical specialists? Is the assistance being requested and given as needed?
- k.) Does the candidate evaluate facts and make decisions? When making decisions, are the facts clearly analyzed, alternatives developed and the selected alternative shared with others, as appropriate? Is the action taken as a result of a decision or default? Is the candidate in control?
- l.) Is the specific knowledge (training, instructions, procedures, etc.) current and being applied?
- m.) Does the candidate know the capabilities and limitations of the logging system to be used?

- n.) Are policies and procedures followed?
- o.) Is judgement and common sense used in the contract administration? When and how are policies and procedures applied to specific situations?
- p.) Is the contract being interpreted and used properly?
- q.) Does the candidate deal effectively with the purchaser's representative and field representative?
- r.) Is assistance being given with tact and courtesy, creating a positive image of the Forest Service?
- s.) Are dealings with the purchaser objective in order to avoid win-lose conflicts?

To evaluate, compare actual versus desired performance in implementation of the contract and identify significant discrepancies. Determine whether they are due to a lack of skill or knowledge, a performance or management problem. It's important to get to the underlying causes of problems noted. By identifying the underlying causes, it is easier for the candidate and management to correct any problems. Following is a list of underlying causes:

- ◆ Lack of direction or supervision.
- ◆ Lack of knowledge or training.
- ◆ Lack of purchaser supervision.
- ◆ Not using the timber sale contract to achieve end results.
- ◆ Reacting to situations versus causing things to happen.
- ◆ Letting things happen.
- ◆ Personal or local standards.
- ◆ Taking liberties with the timber sale contract.

For candidate skill discrepancies, identify the action needed and indicate how to confirm the successful completion. For the management performance items, list indicators and corrective actions to suggest at the exit conference.

### 3. Team Rating

After completion of the field examination, each team member will individually rate the candidate on all applicable items and then, as a team, discuss each item to arrive at a team consensus. This discussion and consensus will be reviewed with the candidate during the critique. Agree on how to conduct the candidate critique (e.g., who leads the discussion on problems and underlying causes).

Each item on the *Timber Sale Administrator Evaluation and Rating Form* will be rated as fully satisfactory, needs improvement, or cannot rate. "Cannot rate" applies if not enough information is available to establish a valid rating for a given item. Many areas overlap within page two of the form. This is necessary in order to cover the entire job. Do not rate a person down more than once for a single deficiency.

a.) Full certification will be recommended for the candidate if all critical items (records, payments, and control of operations) are fully satisfactory, no more than two other items need improvement, and no more than two other items cannot be rated.

b.) Conditional certification will be recommended when one critical item and no more than three other items need improvement and no more than two other items cannot be rated. Full certification may be granted after successful completion of the required follow-up action and review by an RFR.

c.) Reexamination will be recommended when more than one critical item and more than three other items need improvement or when any given item is so seriously deficient that it cannot be easily and readily corrected.

#### ***D. RFR Candidate Evaluation***

The certification examination for RFR should be made while the candidate is conducting an SA certification examination. The certification team will remain silent, except to clarify a particular item. The RFR candidate will be evaluated in the four major components covered in the inspection process:

- ◆ administrative process
- ◆ inspection process
- ◆ inspection critique
- ◆ feedback and follow-up with management

##### 1. Team Rating

For the RFR candidate to be recommended for certification, the candidate's performance must be fully satisfactory in each of the four components and the RFR certification team must concur with the RFR candidate and team's rating of the SA. The team's results and recommendation will be documented on the ***Regional Forester's Representative Certification Evaluation and Rating*** form (R4-FS-2400-60).

#### ***E. Sale Inspector Candidate Evaluation (R 5 and 6)***

The certification examination for Sale Inspector should be made while the candidate is conducting a training or pre-certification inspection on a SA candidate. The certification team will remain silent, except to clarify a particular item. The Sale Inspector candidate will be evaluated using the 2400-64 form - Timber sale administration Inspector Evaluation and Rating. The area examined will include:

- \* Administrative process
- \* Sale Administrator Orientation
- \* Inspection process
- \* Sale Administration evaluation
- \* Sale Administrator critique
- \* Feedback and follow-up with management

## ***F. Candidate Critique***

Upon regrouping with the candidate following the certification team's evaluation, a summary of the orientation which was given at the beginning of the day should occur to put the candidate at ease. They have, most likely, been wondering what the team is discussing about the day and they may be experiencing a high level of stress over the outcome. Remember, as a team, the goal is to be positive and effective in your discussion. It is recommended that the candidate's supervisor be present.

The RFR will lead and all team members should participate during the critique and cover the following.

- a.) Notify the candidate of the exam recommendation of certified, conditionally certified, or reexamination.
- b.) Recognize and discuss the candidate's performance strengths.
- c.) Identify performance deficiencies and underlying causes noted in the evaluation. Be specific. Note the Regional standard and compare it with the candidate's performance. Summarize what is required for full certification if the candidate is not determined to be fully certified.
- d.) Inform the candidate of problems identified which were outside their control and how they will be handled.
- e.) Explain the exit conference with the Forest Supervisor and the documentation regarding the inspection which the RFR/Team Leader will send.
- f.) Solicit comments from the candidate pertaining to the team's performance and the certification program.
- g.) Close with a summary statement which thanks the candidate and emphasizes their strengths and, if applicable, their ability to achieve certification in the future.

## ***G. Certification Results***

### **1. Exit Conference with Forest Supervisor**

In order to maximize the benefits of the examination process, the Forest Supervisor must be fully aware of the evaluation results and any problem areas identified by the team. The RFR and a home-Forest team member must be available to discuss, with the Forest Supervisor, the evaluation results, and the effectiveness of the Forest's sale administration program. Personnel attending from the Forest should include the Forest Supervisor or Deputy, the District Ranger from the candidate's unit, and the Timber Staff or representative. The RFR should be prepared to provide suggestions to resolve any problems that were identified, if requested by the Forest Supervisor.

### **2. Examination Documentation**

- a.) The RFR documents, by letter to the Forest Supervisor, the results of the inspection and exit conference. A copy of this letter is forwarded to the Regional Forester. The purpose of the letter is to advise, in writing, the Forest Supervisor of apparent management direction or situations which

affect sale administration activities on the Forest. The letter should document those management items which were discussed at the exit conference. Avoid the appearance of telling the Forest Supervisor how to manage their Forest. Do not duplicate the details of the candidate's evaluation as that information will be contained in a separate letter from the Regional Forester.

The letter will be written on Regional Office letterhead, signed by the RFR, and also include the candidate's name, inspection date, members of the certification team, and those present at the exit conference.

b.) The RFR will draft a letter for the Regional Forester to inform the Forest Supervisor of the level of certification earned by the candidate. When conditional certification is the result, note what the candidate must do to achieve full certification. State that full certification will be issued when an RFR confirms, by letter, that the conditional candidate has met the requirements. When reexamination is the result, specifically identify the deficiencies making reexamination necessary.

The letter should include noteworthy achievement(s) or outstanding performance, attitude, enthusiasm, etc. It needs to include the candidate's name, inspection date, and team members and their position (e.g., Forest representative or line officer).

The regional coordinator will prepare the certification certificate for the Regional Forester's signature.

### 3. Critique of RFR performance

Certification team members need to complete the *Regional Forester's Representative Performance Critique* (R4-FS-2400-63) upon completion of the exam. The purpose of the critique is to provide a measure of consistency within the RFR cadre and to identify changes needed in the certification process. Team members will send copies to the RFR/Team Leader and the appropriate RO-TM-Sale Administration.

## ***H. Revocation***

Consider revocation of an SA's certification status only when serious contract administration problems are encountered which appear to be caused by unacceptable performance by the sale administrator. If an inspection of a timber sale indicated there are serious contract administration performance problems occurring, a Contracting Officer or RFR can request formal review of the SA's performance by an RFR. The request for review should be sent to the Coordinating RFR in the Regional Office as well as a copy to the Forest Supervisor. The person requesting the review should submit their request in writing along with documentation as to why they believe a review is warranted. The review may cover actions or situations occurring on one sale or multiple sales. If the RO agrees there is justification for a review, the RO will assign an RFR to conduct a formal review. The RFR assigned cannot be from the same Forest as the SA being reviewed. The formal review consists of personal interviews with the SA and other members of the contracting team as well as anyone else who can provide pertinent information. Conduct an on-the-ground evaluation of the timber sale along with an inspection of all contract documentation including sale records and TSSA information. After the review is completed the assigned RFR shall submit a written recommendation to either revoke or to maintain certification to the Regional Forester's office. After review of the recommendation by the RO the Regional Forester shall notify the Forest Supervisor in writing as to whether the SA's certification shall be revoked or maintained. The letter to the Forest

Supervisor should also contain specific conditions that must be met if the SA is to either maintain or regain certification.

UMATILLA NF TIMBER SALE ADMINISTRATION  
SAFETY PLAN

**NORTH FORK JOHN DAY RANGER DISTRICT  
UMATILLA NATIONAL FOREST**

**TIMBER SALE ADMINISTRATION PROJECT SAFETY PLAN**

**FY 2001**

Timber harvesting by its very nature is an inherently dangerous operation. Statistics show a high level of serious injuries and fatalities among personnel involved in logging operations. Forest Service employees while on the timber sale area are exposed to numerous and varying safety hazards on a daily basis. Personnel should be thoroughly familiar with all phases of timber harvesting operations and the safety hazards posed by these operations. Ignorance of safety hazards or employee complacency relative to these hazards constitutes potential life threatening situations.

Timber sale contract standard provision #B(T)6.33 Safety, states,

***“Purchaser’s operations shall facilitate Forest Service’s safe and practical inspection of Purchaser’s operations and conduct of other official duties on the sale area”.***

However, personal safety largely depends upon knowledge of all phases of logging operations and their inherent safety hazards. Persons visiting timber sale areas shall make the purchaser representative or the field representative aware of their presence and where they plan to visit. The employee is responsible for his or her own safe conduct and execution of assigned duties in a safe manner.

This document is designed to provide a basis for employee safety considerations while on the timber sale area and in transit to and from the timber sale area. The Health and Safety Code Handbook, FSH 6709.11, The Safety and Health Program, FSM 6700 and Regional and Forest direction are reference materials.

Weekly safety meetings will be held to review various aspects of this safety plan and aforementioned reference material along with other pertinent safety topics. Documentation of these weekly safety meetings shall be kept on file at the North Fork John Day Ranger District.

Employee safety shall be of paramount importance at all times and safety practices shall not be circumvented in any instance. Safety training is the responsibility of the supervisor, but on-the-ground safety procedures are not limited to any one individual. Each employee shall observe all Forest Service co-workers on the ground and point out safety hazards and non-compliance with stated safety practices. “All” safety practices shall be observed at all times. Suggestions regarding employee safety are readily welcomed and safety violations shall be brought to the attention of the project supervisor.

The following was obtained from the Timber Sale Administration Handbook, FSH 2409.15, R-6 Supplement No. 2409.15-96-1, Section 13.2 – Attitudes and Actions for Sale Administration, Subsection 13.21 – Safety.

***“Forest Service Representative’s (FSR’s) and Sale Administrator’s (SA’s) shall annually review and develop a hazard analysis for sale administration. Each sale should be evaluated and***

*any unique or unusual conditions addressed, for example, helicopter logging, explosives. A copy of the analysis should be readily available to the sale officers”.*

The following safety considerations are addressed in this document:

1. General Safety
2. Vehicle Safety
3. Safety on Landings
4. Safety during Utilization Inspections in Harvested Areas
5. Safety during Fire Prevention Inspections
6. Safety during Felling and Bucking Inspections
7. Safety during Tractor Skidding Operations
8. Safety during Cable/Skyline Yarding Operations
9. Safety during Helicopter Logging Operations
10. Safety during Road Construction
11. Safety during Use of Explosive

The above listed safety considerations shall supplement pertinent sections of the Health and Safety Code Handbook relative to safety practices on the timber sale area.

#### 1. General Safety:

This section involves items that are of general nature, covering the whole aspect of sale administration. They may or may not be mentioned again in subsequent sections.

- a. Be alert to natural hazards such as poisonous plants, insects, and snakes and take appropriate action to avoid.
- b. Be aware of weather conditions while in the field. Not only do rain and/or snow present a problem, but also the potential hazard of wind and/or lightning must be recognized. Dress properly for the field.
- c. The general visibility problems due to dusty conditions. In addition to visibility concerns on roads, there may be poor visibility caused by equipment in the general forest area (skidding, loading, etc.)
- d. Be cautious of hot equipment when conducting inspections.
- e. Be alert to recreational users in the general forest area. In particular, be cautious during hunting season.
- f. Be aware of special protection areas and their potential hazard. These areas may include power lines, water ditches, fences, mine shafts, etc.
- g. Notify loggers when you are working in an active timber sale area.
- h. Maintain a highly visible profile. Wear bright colored clothing and either a fluorescent red or orange hard hat.
- i. Maintain radio communications or cellular phone communications with the district office or forest dispatch while out in the field. If you are going to be arriving late back to the

district office from the timber sale area, notify the district office or dispatch “before” the office closes for the day. Supervisors should be made aware if their employee would be arriving back to the office later than planned.

- j. Sign out at the district office front desk before going out to the field and sign back in when you return.

## 2. Vehicle Safety:

Sale Administrators are exposed to a concentration of hazards while traveling to and from a timber sale area. Roads are generally narrow, with a heavy volume of large vehicle traffic and may have poor visibility conditions.

- a. Sale Administrators should be aware of the following conditions before driving to a timber sale area.
  - (1) Is the vehicle to be used properly maintained.
  - (2) Rain, fog, snow, or below freezing weather may make driving on any road more hazardous.
  - (3) While driving, other vehicles may be encountered on logging roads, which can vary from small trail bikes, and ATV’s to off-highway trucks with oversized bunks. When these large trucks are in use, keep in mind road width.
  - (4) Logging activity on or adjacent to roads. The Sale Administrator should be alert for logging operations adjacent to roads.
  - (5) Consider the type of road surfacing, pavement, gravel and/or dirt.
  - (6) If possible, let other vehicle operators know your location, use your radio to relay your location to other traffic in the area.
- b. While traveling to and from a timber sale, the Sale Administrator should be aware of:
  - (1) Are log bindings being used on loaded log trucks?
  - (2) Vehicles being driven at speeds unsafe for conditions.
  - (3) Impaired visibility because of dust, rain and/or snow and fog.
  - (4) Road surface conditions.
  - (5) Warning signs or traffic control at truck crossings, where timber falling is in progress, areas of road construction and reconstruction, etc.
- c. While traveling on the timber sale area, the Sale Administrator should be aware of:
  - (1) The whereabouts of all phases of logging activities on the timber sale area.

- (2) The whereabouts of oncoming traffic into and out of the sale area. Communicate with log truck drivers to gain this information. When possible, follow log trucks into and out of various areas of the timber sale.
- (3) Vehicle damage may result on newly constructed roads, which have not been cleared of debris.
- (4) Logging roads may have soft shoulders, especially during rainy weather.
- (5) Logging roads, particularly temporary roads may have washouts, slides and slash debris, which can contribute to a hazardous condition.
- (6) Vehicle should be parked with other vehicles or in turnouts to avoid impending logging operations. Do not park in log truck turn around spots.
- (7) Excess speed, loose gravel and dust oil conditions pose serious hazards to motorcycle travel.

### 3. Safety on Landings:

Observe incoming turns from a safe vantage point. Logs with chokers hooked near the middle will spin out of control. Logs may break into pieces near the landing, especially when dead or fire-killed timber is being harvested. Swing yarders may move logs in an unpredictable fashion.

Keep off decked logs, as they may roll or be struck on either end of the log possibly causing injury.

Be aware of tractors, especially where more than one tractor is operating at the same landing. Logs may roll downhill on incoming skids. Stay clear of ongoing operations and/or stand on cut bank to observe operations.

Be aware of the possibility of snapping guylines and pulling stumps.

Observe limbing, knot bumping and branding operations from a safe distance. Approach chasers and other personnel on a landing only when they can see you.

Cable on the landings, particularly strawline cable may still be attached to the drum on the yarder. This cable may move unexpectedly during rigging operations.

Log truck loading activities generally take place at the landing, the scene of several activities, which can commonly be occurring at the same time. Because of this concentrated activity, landing areas can be dangerous.

Safety practices to use at or near landings are:

- a. Stay clear of trucks being loaded, especially from the sides of loaded log trucks. Approach and inspect the load from either the front or back of the load.
- b. Move across landings when loading is in progress only when the loader operator gives the signal to cross.

- c. Stay clear of log decks. Logs can roll off for no apparent reason.
- d. When inspecting loaders, get the attention of the operator and wait until the machine is shut down. Use caution and watch for grease on the machine, which may cause slippery footing.
- e. Be especially aware of front-end loaders. They move rapidly both forward and backwards. Watch for logs projecting from the forks.
- f. Be alert for maneuvering log trucks.
- g. Watch for cable wrappers being thrown over logs truckloads.
- h. Keep Forest Service vehicles out of areas of heavy concentrated landing activity.
- i. Stay clear of workers on landings, such as chainsaw operators, log branders, etc. while they are working.
- j. Watch your footing! There is generally an accumulation of logging slash at landings that can cause tripping.
- k. Stay away from running lines, moving chokers, swinging logs, log truck loading operations, power saw operations, decked logs, and moving equipment.
- l. Extra caution is needed when dust on log landings impairs visibility.
- m. Stay above potential hazards (log decks, etc.)

#### 4. Safety during Utilization Inspections in Harvested Areas:

Know where logging equipment is operating. Avoid cable that is stretched through cutting units. Never cross any cable without permission from logging personnel or you have ample evidence that operations have halted. On highlead systems, never work in the “bight” of the line.

Avoid working in areas below skidding and falling operations.

Always let logging personnel know that you are in the cutting unit when operations are in progress.

Be alert for rolling material including bucked logs, branches and rocks when walking in cutting units.

Never climb over bucked logs or felled timber from the downhill side, because it may roll toward you.

When falling or stumbling, pick a landing spot and avoid trying to catch yourself. Fall uphill or side hill when possible to control your fall.

#### 5. Safety during Fire Prevention Inspections:

Have equipment operators shut down the equipment before checking for fire equipment.

Exhaust systems are invariable hot – wear gloves. Carbon buildup indicating exhaust system leaks are also usually hot.

Never walk on equipment with caulked boots.

Landings and tail block clearings should be checked during non-operating periods when possible.

Be especially alert when approaching sawyers in the cutting unit. Always know what the saw operator is doing. Approach cautiously, letting the sawyer spot you first.

Be aware of hot mufflers on chain saws.

Indicate direction of departure to the sawyer before leaving, generally contour or uphill depending on the number of sawyers in the cutting unit. Never approach or depart on the downhill side.

Do not stand on fire pumpers to check water levels, particularly ones that are trailer mounted. They may be unstable and may tilt forward or backwards. They also may not have their wheels blocked, which may result in the trailer moving.

#### 6. Safety during Felling and Bucking Inspections:

Felling and bucking is considered one of the most hazardous activities on a logging operation.

a. Before entering a felling and bucking area, the Sale Administrator should know:

- (1) How many sawyers are working in the area?
- (2) Where are the sawyers working?
- (3) Who are the sawyers? Are they experienced and do you know their work?
- (4) The cutting method (clearcut, intermediate-sanitation, thinnings, overstory removal) gives the Sale Administrator an indication as to the location of the sawyers.
- (5) The pattern of felling (uphill, side hill, quartering) allows the Sale Administrator to approach from the safest direction.
- (6) If sawyers are jacking or pulling over difficult trees.
- (7) Never approach closer than two tree lengths from an active sawyer while he's falling timber.
- (8) When hazards are spotted stay above, in the clear and face the hazard.

b. Driving in a timber falling area:

- (1) Look for warning signs, watchmen, partially barricaded or any other indication that timber falling is occurring adjacent to the road.

- (2) Listen for the sound of chainsaws to locate sawyers.
- (3) Stop and park vehicle in a safe place. Sawyers have been known to drop trees on their own vehicles.
- (4) Be on the look out for hung up trees.
- (5) Approach sawyers cautiously and only after trees are felled. A falling tree may spin in any direction, especially true in rotten Cedar and White Fir/Grand Fir stands.
- (6) Never assume a sawyer is just bucking logs unless you can see him.

#### 7. Safety during Tractor Skidding Operations:

During skidding and yarding operations, Sale Administrators should check the operating area for unsafe logs, chunks, widow makers, unsafe snags and unstable trees. This check of the operating area is primarily for the safety of the sale administrator, but the purchaser representative and/or the field representative should be notified about any hazards found and their locations.

Working in the vicinity of ground based skidding and felling equipment (crawler tractors/rubber-tired skidders and feller bunches/shears) is hazardous. Sale Administrators should take precautions when in the vicinity of this type of machinery while they are being operated and do not depend on the operator to look out for other people. Some precautions to be taken while working around this type of equipment are:

- a. Approach tractors and skidders from above or from the side, never from below, to avoid rolling objects dislodged by the tractor.
- b. When working around feller bunchers and shears keep at least two tree lengths away from these machines. Approach these machines only when the machine is shut down or the operator signals you to do so. Feller bunchers and shears after cutting a tree may swing around with the severed tree unexpectedly.
- c. When in the immediate area while this equipment is being operated, be sure the operator is aware of your presence and always face the equipment or hazard – **NEVER TURN YOUR BACK TO DANGER.**
- d. Watch for trees, limbs, etc., that may have stored energy which may be released after the equipment and/or logs pass by.
- e. Watch for trees that could be pushed over in areas where the equipment is working.
- f. Evaluate the hazards of the operation, and then determine the appropriate safe distance to be from the operation.
- g. Keep off the equipment except for contractual inspections and never be on the equipment while the engine is running.

- h. Extra caution is needed when dust impairs visibility.

## 8. Safety during Cable/Skyline Yarding Operations:

All cable operations should be approached with extreme caution. Cable operations with line speeds up to 2,000 f.p.m. and line pulls up to 80,000 lbs. exert high forces on towers, yarder, guyline and anchors. Observe the operation from a distance and in particular where guylines are anchored and the direction from which they are yarding. Some safety items to observe and consider are:

- a. Guylines from the tower should be anchored to stumps - **NOT TO STANDING TREES**. This should be noted before moving into the guyline circle.
- b. Look at the guylines to see that they are all free and clear and not rubbing against a tree or some other obstruction. If possible, do not stand within the guyline circle, especially at the back-guys. The anchors for these guylines are taking a greater percent of the shock load and are therefore more susceptible to failure.
- c. Stay clear of the yarder unless it is necessary to complete an inspection. Get the attention of the yarder engineer and approach the yarder only during a time of inactivity. When climbing on the yarder, watch for moving parts, moving lines and for grease, which may cause slippery footing. On yarders with swing booms, stay clear of the counterweight. There should be at a minimum three feet clearance between the counterweight and the nearest obstruction.
- d. Stay clear of the area between the yarder and the loader.
- e. Stay clear from all operating lines, unless the operation is shut down.
- f. Know the location of the haul back line and haul back corner blocks. Never get in the bight of the line unless the equipment is shut down.
- g. Approach the lift tree area from the backside and never stand beneath the block. Anchors for lift guylines may be standing trees instead of stumps. Never stand in front of any cable anchor device, including stumps, rock bolts and deadmen anchors.
- h. Watch for hang-ups during the yarding and rigging operations. A turn of logs on a line that is hung up provides a great potential for a failure or a tree being knocked down somewhere in the system.
- i. Watch for unsafe rigging practices, worn blocks, inadequately notched stumps and frayed lines. Notify the purchaser representative or field representative immediately if any of these deficiencies are noted.
- j. Sale Administrators should be familiar with the basic whistle signals in use on the cable operation.
- k. To minimize the possibility of an aircraft accident, notify the Forest Dispatcher when a skyline operation begins where the cable is suspended above the canopy.
- l. If possible, stay on the uphill side of the skyline while logs are being yarded.

## 9. Safety during Helicopter Logging Operations:

The helicopter landing is a very active area, with many things happening at the same time. Therefore, extreme caution should be used when approaching the landing. It is a good practice to observe the landing from a distance to become more aware of the activities that are taking place. The following are some safety items to observe and consider when working around this type of landing.

- a. Beware of backing vehicles. A rubber-tired, front end loader is normally used on a helicopter landing because of its maneuverability and speed. Much of its time is spent backing from the drop zone to the decking area. Log trucks may also back into the loading area unless a circular road is provided. Stay clear unless the loader operator has indicated that it is safe to enter.
- b. Whenever the helicopter is within a tagline length above the landing or service area, ground personnel in these areas will feel the full effect of the rotor downwash. The velocities at ground level can vary from about 35 to more than 50 miles per hour. A hard hat with chinstrap and eye protection should be worn when in the vicinity of the landing or service area.
- c. Never approach the helicopter until the engines have shut down and the rotors have stopped turning.
- d. If an inspection is to be made near the drop zone or decking areas wait until the helicopter is down for fueling. This occurs approximately every 30 minutes.
- e. When walking through the timber sale area, watch for tops and/or limbs that may have been broken by the rotor downwash or by a log hitting a tree during pickup. Also be aware that broken tops and/or limbs may still be lodged in the tree and may come down at any unexpected time.
- f. Know where the helicopter is and know what flight path is being used. Do not walk in the flight path unless it is an emergency and the pilot knows your location.
- g. Anytime a Sale Administrator is in the sale area while yarding operation is in progress, a highly visible shirt or vest should be worn. This will aid the pilot in locating personnel on the ground.
- h. Rotor downwash is more of a hazard in the unit than it is at the landing. The moving air could break off limbs, dislodge cones and even break out the tops of trees. If the operation is over dry powdery soil such as a burned area, there will be considerable flying dust and debris.
- i. Other individuals such as spectators and visitors should be made aware of the helicopter flight path and be required to stay clear of all activities. Signed viewpoints should be established in safe locations on the timber sale area.
- j. To minimize the possibility of an accident with other aircraft, notify the Forest Dispatcher before a helicopter operation begins.

## 10. Safety during Road Construction/Reconstruction and Road Maintenance:

Felling, bucking, skidding, decking and loading hazards are similar to those for general logging operations, but may sometimes be more concentrated in a smaller area.

Be aware of heavy equipment that may be operating during road construction/reconstruction and road maintenance activities. Equipment operators may not be watching for other people or motorists that could be on the road.

## 11. Safety during Use of Explosives:

Oregon state law requires a permit for the transportation, storage and use of explosive materials. Current instruction on the storage and use of explosives should be reviewed and understood by Sale Administrators dealing with such use. Cooperate at all times with the local Sheriff's department and other law enforcement agencies/personnel regarding the use of explosives and use the following guidelines:

- a. Know when and where explosives are to be used.
- b. Only authorized individuals should be permitted in areas where explosives are being used.
- c. Park vehicles in safe areas.
- d. Insure that proper warning signs are posted and lookouts are established and being used.
- e. Watch for other persons in areas that may not be aware of blasting.
- f. Restrict the use of two-way radios while in the blasting area.
- g. Wear hearing and head protection when you are in close proximity to the blasting area.





Previous edition is obsolete

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**FS-6700-7 (2/98)**

|  |   |   |   |
|--|---|---|---|
| U.S. Department of Agriculture<br>Forest Service<br><br><b>JOB HAZARD ANALYSIS (JHA)</b><br>References-FSH 6709.11 and -12<br><i>(Instructions on Reverse)</i> | 1. WORK PROJECT/ACTIVITY<br><br><b>Timber Sale Administration</b> | 2. LOCATION<br><br><b>Umatilla National Forest</b>  | 3. UNIT<br><br><b>NFJD RD</b>             |
|  | 4. NAME OF ANALYST<br><br><b>Michael W. McVeigh</b>               | 5. JOB TITLE<br><br><b>Timber Sale Administrator</b>  | 6. DATE PREPARED<br><br><b>April 2001</b> |
| 7. TASKS/PROCEDURES  | 8. HAZARDS  | 9. ABATEMENT ACTIONS<br>Engineering Controls * Substitution * Administrative Controls * PPE |   |

|  |  |   |
|--|--|---|
| <p><b>Helicopter Logging</b></p>             | <p>Being hit by logs, chokers or other debris that detaches from the load.</p> <p>Log landing and helicopter service landing activities.</p> | <p>Always watch flight path of the helicopter, particularly when more than one helicopter is being used. Make sure pilot(s) see you on the ground. Wear your PPE!</p> <p>Extreme caution should be used when approaching a log landing. Observe the activities from a safe distance. Be aware of the helicopter rotor downwash as it hovers above the landing area. The wind velocities at ground level can vary from about 35 to more than 50 miles per hour. A hard hat with chin strap and eye protection, along with a highly visible vest, shall be worn in the vicinity of the log landing or service landing.</p> <p>Beware of backing vehicles operating in the log landing. A rubber-tired, front end loader is normally used because of its speed and maneuverability. Also log trucks may also be backing up into the landing area. Observe the log landing from a distance unless the loader operator has indicated that it is safe to enter.</p> <p>Never approach the helicopter until the engines have shut down and the tail rotors and helicopter blades have stopped turning.</p> <p>If an inspection is to be made near the drop zone or decking and service areas, wait until the helicopter is down for fueling. This occurs approximately every 30 minutes.</p> |
| <p><b>Horse Logging</b></p>                  | <p>Being struck/rolled over by logs. Horses panicking, not under control.</p>  | <p>When horses are returning to the landing with a drag of logs, always stay on the uphill side of them as there is no control over the drag. Horses may lunge forward after logs are released. Don't walk directly behind the horse. Be calm and quiet around the horse, and keep away from the horse feed at the landing.</p>   |
| <p><b>Dealing with unsafe situations</b></p> | <p>Various</p>   | <p>Apply Health and Safety Code handbook rules. Stop work and direct attention to the unsafe situation. Any employee is authorized to take charge if they become aware of the situation. Correct the situation before continuing on. Use proper procedures and protocol to correct.</p>   |
| <p><b>Cellular phone</b></p>                 | <p>Driving off road, not paying attention while driving.</p>   | <p>When using cellular phone, pull off road and stop before using, or use a hands-free device.</p>  |
| <p>10. LINE OFFICER SIGNATURE</p>            | <p>11. TITLE</p>   | <p>12. DATE</p>   |

Previous edition is obsolete

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FS-6700-7 (2/98)

## SAMPLE AGREEMENTS AND DOCUMENTATION

## SAMPLE DOCUMENTATION

Following are some examples of letters, agreements, forms, and notices that are provided for/required by the timber sale contract that you need to know about. These are not letters that have been written to document actual situations. They are only samples, but they are applicable to the real world. Each region will have variations that may pertain to their particular contractual requirements.

### **BT2.37 Designation Changes Agreement**

Purchaser and Forest Service agree to delete included timber in approximately 2 acres in the SW corner of cutting unit 2 in Payment Unit 1 of the Snag Gulch Timber Sale Contract #12345. This deletion is due to the presence of a blind lead which prohibits skyline logging the area. The volume of deleted timber, based on 100% cruise, was 64 CCF of sawlogs. This timber was marked out with black paint and the unit boundary was adjusted on the ground with blue paint. The timber sale account will reflect this deletion.

Joe Blow  
Forest Service Representative

Walter Barr  
Purchaser Representative

### **BT3.41 Materials and Quantities Not in AT2 Agreement**

Purchaser is authorized, under provision BT3.41 – Materials and Quantities Not in AT2, to remove 60 CCF of cottonwood logs free of charge from cutting units 2, 3, 4, and 5 of the Snag Gulch Timber Sale Contract #12345, subject to agreement on deposits for road maintenance and use. Purchaser and Forest Service agree that required deposits for road maintenance and use, under provision CT 5.32 – Road Maintenance Deposit Schedule, will be \$1.86/CCF for a total of \$111.60. Payment will be made prior to hauling.

Joe Forb  
Contracting Officer

Walter Barr  
Purchaser Representative

### **BT4.228 Cooperative Deposits Agreement**

Purchaser and Forest Service agree, under provision BT4.228 – Cooperative Deposits, that grass seeding and fertilization work required by provision CT 6.601 – Erosion Control Seeding, will be performed by the Forest Service rather than by the Purchaser. This work will be done in Payment Units 1, 3, and 5. Purchaser agrees to make one cash deposit of \$4,389.00 to cover direct and overhead costs of performing the work.

Joe Forb  
Contracting Officer

Walter Barr  
Purchaser Representative

### **BT5.1 Temporary Road Agreement**

Purchaser and Forest Service agree, under provision BT5.1 – Authorization, to construct a temporary road into cutting unit 1 of the Snag Gulch Timber Sale Contract #12345. The road would be approximately 1000 feet long and the clearing limits are flagged in orange and the centerline is flagged in yellow. Timber inside the clearing limits is included under provision BT2.32 – Construction Clearing is blue paint marked for cutting. Timber volume is 21 CCF of sawlogs. Agreed that the road would be constructed to a width not to exceed 14 feet, be out sloped and have no berms. Construction slash will be windrowed at the toe of the fillslope. Agreed that obligations of provision BT6.63 – Temporary Roads, will be fulfilled concurrently with erosion control work in cutting unit 1. Construction may begin.

Bill Jones  
Sale Administrator

Walter Barr  
Purchaser Representative

### **BT6.1 Designation of Purchaser Representatives**

Be advised that Woody Chuck is designated as purchaser representative and Harry Chuck is designated as field representative on the Snag Gulch Timber Sale Contract #12345. Harry is responsible for day to day operations and has authority to receive notices and make agreements in the areas of road maintenance and logging. Woody is responsible for all other aspects of the timber sale contract.

Poppa Chuck  
Purchaser

### **BT6.1 Designation of Forest Service Representatives**

The enclosed form indicates the delegations of authority for the Forest Service personnel assigned to act on behalf of the Government on the Snag Gulch Timber Sale #12345. The lowest level to which authority for a specific action is delegated is indicated with an “X”.

Joe Blow is the Forest Service Representative, Phil Slope is the Engineering Representative, and Bill Jones is the Sale Administrator. These individuals will designate a Harvest Inspector as necessary prior to beginning operations. Steve Petro will be Alternate Forest Service Representative and will serve in Joe Blow’s absence.

Joe Forb  
Contracting Officer

**2400-6 Contract**

Sale Name:

Purchaser:

Contract #

Award Date:

| Provision                  | Agreement or Action   | Responsibility |     |    |    |    |    |
|----------------------------|---|----------------|-----|----|----|----|----|
|                            |   | CO             | FSR | SA | HI | ER | CI |
| B1.1                       | Add subdivision   | X              |     |    |    |    |    |
| C1.2                       | Agree to add subdivision to logging sequence following removal of restriction on cutting                        |                | X   |    |    |    |    |
| C2.11                      | Agree to include other timber identified in A2  |                | X   |    |    |    |    |
| B2.131                     | Agree to leave damaged trees  |                |     | X  |    | X  |    |
| B2.132                     | Agree to include damaged timber   |                | X   |    |    |    |    |
| B2.134                     | Agree to include timber damaged by natural cause<br>25 MBF and less<br>Over 25 MBF                              | X              |     | X  |    |    |    |
| B2.14                      | Agree to include timber unintentionally cut<br>25 MBF and less<br>Over 25 MBF                                   | X              |     | X  |    |    |    |
| B2.16                      | Approve other material not listed in A2   | X              |     |    |    |    |    |
| B2.2                       | Require or authorize timber to be left  |                |     | X  |    | X  |    |
| C2.301<br>C2.303<br>C2.304 | Agree to fell live or dead trees for safety & designate replacements  |                |     | X  |    | X  |    |
| C2.32                      | Notify purchaser to remove right-of-way timber  | X              |     |    |    |    |    |
| C2.320                     | Designate dead trees outside clearing limits  |                |     |    |    | X  |    |
| C2.321                     | Approve revision of specified road construction cost estimate   | X              |     |    |    |    |    |
| C2.323                     | Notify Purchaser to remove R-O-W timber   | X              |     |    |    |    |    |
| B2.35                      | Give notice to leave dead trees   |                |     | X  |    |    |    |
| C2.352                     | Agree to method of designating dead larch and/or agree to include timber on slopes greater than that designated |                |     | X  |    |    |    |
| B2.37                      | Agree to minor changes<br>25 MBF and less<br>Over 25 MBF  | X              |     | X  |    |    |    |
| C2.38                      | Agree to fell dead trees for safety and designate replacements  |                |     | X  |    |    |    |
| B2.41                      | Make adjustment for volume deficit  | X              |     |    |    |    |    |
| B2.42                      | Make adjustment for excess volume   | X              |     |    |    |    |    |
| B3.21                      | Establish a substitute index  | X              |     |    |    |    |    |
| B3.3                       | Approve rate redetermination  | X              |     |    |    |    |    |
| C3.3                       | Same as B3.3  | X              |     |    |    |    |    |
| B3.31                      | Approve rates in scheduled rate redetermination   | X              |     |    |    |    |    |
| C3.311                     | Approve emergency rate redetermination after contract term extension  | X              |     |    |    |    |    |
| C3.312                     | Decision to rate redetermination for  |                |     |    |    |    |    |

| Provision | Agreement or Action   | Responsibility |     |    |    |    |    |
|-----------|---|----------------|-----|----|----|----|----|
|           |   | CO             | FSR | SA | HI | ER | CI |
|           | environmental modification  | X              |     |    |    |    |    |
| B3.41     | Agree to remove timber not meeting utilization standards listed in A2   |                | X   |    |    |    |    |
| B3.41     | Agree to remove timber not listed in A2   | X              |     |    |    |    |    |
| B3.42     | Establishes rates for timber  | X              |     |    |    |    |    |
| B3.45     | Establishes rates for timber negligently or willfully cut or damaged  | X              |     |    |    |    |    |
| B3.46     | Bill Purchaser for liquidated damages   |                | X   |    |    |    |    |
| C4.211    | Approve transfer of unused effective purchaser credit   | X              |     |    |    |    |    |
| C4.221    | Request advance deposits  |                |     | X  |    |    |    |
| C4.222    | Agree to temporary reduction of downpayment amount  | X              |     |    |    |    |    |
| B4.225    | Enter into co-op agreements   | X              |     |    |    |    |    |
| B4.227    | Allocate blanket cash deposits  | X              |     |    |    |    |    |
| C4.23     | Approve refunds   | X              |     |    |    |    |    |
| C4.231    | Refund excess extension deposits  | X              |     |    |    |    |    |
| B4.24     | Approve refunds   | X              |     |    |    |    |    |
| B4.3      | Approve payment bonds   | X              |     |    |    |    |    |
| C4.3      | Approve letters of credit for payment bond  | X              |     |    |    |    |    |
| B4.31     | Approve payment bonds   | X              |     |    |    |    |    |
| C4.4      | Suspend operations via provision B9.3   |                | X   |    |    |    |    |
| B5.1      | Agree to location and clearing width of temporary roads   |                |     | X  |    | X  |    |
|           | Authorize purchaser to cut and use construction timber without charge   |                |     | X  |    | X  |    |
| C5.101    | Agree to act on items concerning road completion date upon recommendation of FSR                                    | X              |     |    |    |    |    |
| B5.12     | Approve road use not listed in A9   |                | X   |    |    |    |    |
|           | Agree to reconstruction needed prior to hauling but only to extent that it is not an alternate facility under B5.26 |                | X   |    |    |    |    |
| C5.12     | Agree to use roads listed as prohibited or restricted in C5.12  |                | X   |    |    |    |    |
| C5.121    | Agree to use roads prior to completion of reconstruction other than those listed                                    | X              |     |    |    |    |    |
| B5.2      | Agree to construct temporary road on location of specified road   | X              |     |    |    |    |    |
|           | Agree to terminus of specified road   | X              |     |    |    |    |    |
| B5.21     | Agree to purchaser's design and approve revision of A10   | X              |     |    |    |    |    |
| C5.211    | Approval or rejection of shop drawings  |                |     |    |    | X  |    |
| B5.212    | Agree to purchaser assuming staking responsibility. Approve revision of A9 and A10                                  | X              |     |    |    |    |    |
|           | Agree to adjustment in timing of staking  |                |     |    |    | X  |    |
| B5.22     | Agree to change in material delivery schedule and revised delivery area   |                |     |    |    | X  |    |

| Provision       | Agreement or Action   | Responsibility |     |    |    |    |    |
|-----------------|---|----------------|-----|----|----|----|----|
|                 |   | CO             | FSR | SA | HI | ER | CI |
| C5.221          | Make adjustments in accordance with C5.254, agree and authorize other material sources, agree to use of materials on other National Forests sales, approve storage sites. | X              |     |    |    |    |    |
|                 | Agree to other than restoration of temporary roads  |                | X   |    |    | X  |    |
| B5.23           | Agree to waive substantial completion requirements for new construction and reconstruction  | X              |     |    |    |    |    |
| C5.23           | Agree to greater length or to allowing temporary road construction outside normal operating season  |                | X   |    |    | X  |    |
| B5.24           | Approve revision of A10   | X              |     |    |    |    |    |
| C5.24           | Same as B5.24   | X              |     |    |    |    |    |
| B5.25 to B5.254 | Approve revisions of A10  | X              |     |    |    |    |    |
| C5.251          | Adjust costs in schedule of items   | X              |     |    |    |    |    |
| C5.253          | Adjust purchaser credit for physical change   | X              |     |    |    |    |    |
| C5.254          | Agree on design change and approve revision of A10  | X              |     |    |    |    |    |
| B5.26           | Approve alternate facility  | X              |     |    |    |    |    |
| B5.3            | Approve interim Purchaser Credit Reports for Road Construction  |                |     |    |    | X  |    |
|                 | Approve final Purchaser Credit Reports for Road Construction  | X              |     |    |    |    |    |
| B5.4            | Approve purchaser deposits in lieu of maintenance   | X              |     |    |    |    |    |
|                 | Agree to purchaser assuming maintenance obligations in lieu of deposits   | X              |     |    |    |    |    |
| C5.4            | Adjust road maintenance specifications  | X              |     |    |    |    |    |
| B5.41           | Agree to adjust road maintenance deposit rates or establish rates for roads not listed in C5.41   | X              |     |    |    |    |    |
| C5.42           | Designate removal of down timber  |                |     | X  |    | X  |    |
| C5.431          | Approve other sources   |                | X   |    |    | X  |    |
| C5.46           | Approve use of dozers for snow removal  |                |     | X  |    | X  |    |
| B5.5            | Approve use by others   |                | X   |    |    |    |    |
| C5.51           | Agree to change closure details   |                | X   |    |    |    |    |
| C6.0            | Recommend contract termination to Chief   | X              |     |    |    |    |    |
| B6.1            | Delegate authority to FSR and ER  | X              |     |    |    |    |    |
| B6.2            | Authorize construction of improvements  |                | X   |    |    |    |    |
| C6.2            | Permit use of improvements  |                | X   |    |    |    |    |
| B6.21           | Approve continued use of improvements   |                | X   |    |    |    |    |
| C6.21           | Issue written instructions on burning sawmill refuse  |                |     | X  |    |    |    |
| C6.220          | Agree to alter restrictions   |                | X   |    |    | X  |    |
| C6.221          | Agree to treatment of material which falls outside clearing limits  |                |     | X  |    | X  |    |

| Provision       | Agreement or Action  | Responsibility |     |    |    |    |    |
|-----------------|--|----------------|-----|----|----|----|----|
|                 |  | CO             | FSR | SA | HI | ER | CI |
| B6.23           | Designate known survey monuments   |                |     | X  |    | X  |    |
| C6.24           | Cancel or modify contract for protection of cultural resources                   | X              |     |    |    |    |    |
| C6.25<br>C6.251 | Cancel or modify contract to provide protection of habitat of endangered species | X              |     |    |    |    |    |
| C6.3            | Approve plan of operations   |                | X   |    |    |    |    |
| C6.31           | Adjust cumulative removal schedule   | X              |     |    |    |    |    |
| C6.310          | Waive salvage unit cutting schedule  |                | X   |    |    |    |    |
| C6.311          | Agree on proposed method of construction   |                |     |    |    | X  |    |
| C6.313          | Agree on sequence of logging   |                | X   |    |    |    |    |
| C6.315          | Agree to waive requirement   |                | X   |    |    |    |    |
| C6.316          | Agree in writing to change   |                | X   |    |    |    |    |
| C6.33           | Agree in writing to traffic control plan   |                |     | X  |    | X  |    |
| C6.331          | Authorize traffic passage intervals other than that specified                    |                |     | X  |    |    |    |
| C6.331          | Specify sign location  |                |     | X  |    |    |    |
| B6.34<br>C6.34  | Agree on burial location   |                |     | X  |    | X  |    |
| B6.35           | Accept roads or portions of roads listed in A10                                  |                | X   |    |    |    |    |
| B6.35           | Accept specific work on sale area subdivision                                    |                |     | X  |    |    |    |
| B6.35           | Accept all contractual requirements on a subdivision and eliminate subdivision   |                | X   |    |    |    |    |
| C6.4            | Agree to other requirements and procedures but not to different yarding methods  |                | X   |    |    |    |    |
|                 | Agree to other yarding methods per C6.4 & B6.42                                  | X              |     |    |    |    |    |
| C6.401          | Waive in writing or restrict activity in recreation areas                        |                | X   |    |    |    |    |
| C6.401          | Designate safety zones, etc. in recreation areas                                 |                |     | X  |    |    |    |
| C6.402          | Agree to more than one cedar product deck per landing                            |                |     | X  |    | X  |    |
| C6.408          | Agree to other methods and/or to enter into cooperative agreement                |                | X   |    |    |    |    |
| C6.409          | Agree to different specifications  |                | X   |    |    |    |    |
| B6.41           | Agree to alternate method of felling   |                |     | X  |    | X  |    |
| C6.41           | Agree to other special felling requirements                                      |                |     | X  |    |    |    |
| C6.411          | Agree upon and designate stockpiling area  |                |     | X  |    | X  |    |
| B6.412          | Agree to alternate disposal method for severed stump portions                    |                |     | X  |    | X  |    |
| C6.414          | Agree to road mtce. costs  | X              |     |    |    |    |    |
| B6.422          | Agree to location of landings and skid trails                                    |                |     | X  |    |    |    |
| C6.422          | Approve helicopter landing location  |                |     | X  |    |    |    |
| B6.423          | Agree to skid on permanent roads   |                |     | X  |    | X  |    |
| B6.424          | Agree to use of arches and dozer blades when damage to residual stand can be     |                |     |    |    |    |    |

| Provision        | Agreement or Action   | Responsibility |     |    |    |    |    |
|------------------|---|----------------|-----|----|----|----|----|
|                  |   | CO             | FSR | SA | HI | ER | CI |
|                  | controlled  |                |     | X  |    | X  |    |
| B6.5             | Designate stream crossings, diversions or alternate measures  |                |     | X  |    | X  |    |
| C6.50            | Agree in writing to change requirements   |                | X   |    |    |    |    |
| C6.53            | Agree to delivery points and time for toxic material  |                |     | X  |    | X  |    |
| B6.6             | Make decisions when soil damage will occur and determine methods of erosion control                               |                |     | X  |    | X  |    |
| B6.6             | Make decisions to assume erosion control work using unencumbered deposits   | X              |     |    |    |    |    |
| C6.6             | Agree in writing to other than current erosion control  |                |     | X  |    | X  |    |
| C6.601           | Approve application outside specified period  |                |     | X  |    | X  |    |
| B6.61            | Agree to alternate meadow protection measures   |                |     | X  |    | X  |    |
| B6.62            | Designate location of waterbars   |                |     |    | X  |    | X  |
| C6.62            | Same as B6.62   |                |     |    | X  |    | X  |
| C6.622<br>C6.623 | Waive temporary road and landing scarification  |                | X   |    |    |    |    |
| B6.63            | Agree to alternate erosion measures on landings   |                |     | X  |    |    |    |
| B6.64            | Stake or otherwise designate waterbars  |                |     |    | X  |    | X  |
|                  | Agree to other erosion control measures   |                |     | X  |    |    |    |
| B6.65            | Agree to not remove temporary installation at end of season   |                |     | X  |    |    |    |
| B6.65            | Agree to not construct control structures   |                |     | X  |    |    |    |
| C6.651           | Waive in writing requirement to remove slash and debris from system roads prior to end of normal operating season |                |     | X  |    |    |    |
| B6.66            | Agree to perform maintenance under a cooperative agreement  | X              |     |    |    |    |    |
| C6.71            | Agree to changes in slash treatment   | X              |     |    |    |    |    |
| C6.711           | Permit refuse or slash burning  |                |     | X  |    |    |    |
| C6.752           | Agree on operation of high intensity burning  |                |     | X  |    | X  |    |
| C6.753           | Agree on method of temporary road slash disposal  |                |     | X  |    | X  |    |
| C6.77            | Specify location of cedar products operation  |                |     | X  |    |    |    |
| B6.81            | Agree to alternate scaling service and/or acceptance of third party scale   | X              |     |    |    |    |    |
|                  | Agree to procedure for intermittent scaling services  |                | X   |    |    |    |    |
| C6.81            | Agree to alternate scaling services   | X              |     |    |    |    |    |
| C6.811           | Terminate agreement for third party scaling   | X              |     |    |    |    |    |
| C6.811           | Release brand upon recommendation of  |                |     |    |    |    |    |

| Provision | Agreement or Action   | Responsibility |     |    |    |    |    |
|-----------|---|----------------|-----|----|----|----|----|
|           |   | CO             | FSR | SA | HI | ER | CI |
|           | FSR   | X              |     |    |    |    |    |
| B6.82     | Agree to means for distinguishing mixed timber  |                | X   |    |    |    |    |
| C6.82     | Agree to waive or adjust requirements for branding and agree to method of accountability for remanufactured products and waive payment for surveillance       | X              |     |    |    |    |    |
| C6.820    | Waive product accountability requirements   | X              |     |    |    |    |    |
| C6.821    | Waive or modify accountability requirements   | X              |     |    |    |    |    |
| B6.83     | Agree to alternate converting factors   | X              |     |    |    |    |    |
| B6.84     | Agree to alternate accounting requirements  | X              |     |    |    |    |    |
| C6.841    | Agree to alternate haul route, location for accountability check and check scale location   |                | X   |    |    |    |    |
| B7.2      | Change dates of fire precautionary period   | X              |     |    |    |    |    |
| C7.2      | Designate additional precautionary period   | X              |     |    |    |    |    |
|           | Designate location of fire equipment, approve fire spark arrestors, approve use of blasting equipment and other fire precautionary measures                   |                |     | X  |    | X  |    |
| C7.201    | Agree on location of bucket and water system (helicopter fire precautions)  |                |     | X  |    |    |    |
| B7.21     | Waive specific requirements and authorize substitute measures   |                |     | X  |    | X  |    |
| C7.21     | Agree on location of pump and trailer   |                |     | X  |    |    |    |
| B7.22     | Suspend operations, agree on rates  |                | X   |    |    |    |    |
| B7.31     | Require further action by purchaser   |                | X   |    |    |    |    |
| B7.41     | Make determination that fire is operations fire and approve amount of billing or reimbursement  | X              |     |    |    |    |    |
| B7.42     | Make determination that fire is negligent and approve amount of billing   | X              |     |    |    |    |    |
| B8.2      | Make adjustments to contract period under section B8.2 and its subsections B8.21 through B8.23, and/or permission to delay performance other than log removal | X              |     |    |    |    |    |
| C8.2      | Recommend contract termination to Chief   | X              |     |    |    |    |    |
| C8.201    | Same as C8.2  | X              |     |    |    |    |    |
| C8.21     | Authorize contract term adjustment due to delay in reconstruction of processing facilities  | X              |     |    |    |    |    |
| C8.223    | Terminate contract due to damage to helicopter  | X              |     |    |    |    |    |
| C8.23     | Extend contract   | X              |     |    |    |    |    |
| C8.232    | Execute collection agreement for extension costs  | X              |     |    |    |    |    |

| Provision      | Agreement or Action  | Responsibility |     |    |    |    |    |
|----------------|--|----------------|-----|----|----|----|----|
|                |  | CO             | FSR | SA | HI | ER | CI |
| B8.3           | Make contract modification under section B8.3 and its subsection B8.31 through B8.33 | X              |     |    |    |    |    |
| C8.3           | Authorize contract modifications   | X              |     |    |    |    |    |
| B8.33          | Agree to modify contract for catastrophic damage                                     | X              |     |    |    |    |    |
| B8.4 & C8.4    | Agree to performance other than purchaser  | X              |     |    |    |    |    |
| B8.5           | Authorize the sale of other materials  |                | X   |    |    |    |    |
| C8.641         | Agree to alternate processing facilities   | X              |     |    |    |    |    |
|                | Terminate contract for breach  | X              |     |    |    |    |    |
| C8.642         | Agree to alternate processing facilities   | X              |     |    |    |    |    |
| B9.1 and B9.11 | All items dealing with performance bonds   | X              |     |    |    |    |    |
| C9.1           | Approve letters of credit  | X              |     |    |    |    |    |
| C9.2           | Make decisions on questions of fact  | X              |     |    |    |    |    |
| C9.2           | Make decisions on claims   | X              |     |    |    |    |    |
| C9.21          | Receives claims  | X              |     |    |    |    |    |
| B9.3           | Make oral suspension   |                |     | X  |    | X  |    |
| B9.3           | Placed purchaser in breach by written notice and suspend operations                  |                | X   |    |    |    |    |
|                | Make initial decision to lift or continue suspension                                 | X              |     |    |    |    |    |
|                | Terminate contract for failure to remedy breach                                      | X              |     |    |    |    |    |
| C9.3           | Terminate contract   |                |     |    |    |    |    |
| C9.4           | Determine if sale will be reoffered, assess damages, bill Purchaser                  | X              |     |    |    |    |    |
| C9.41          | Retain bid guarantee as liquidated damages for failure to execute contract           | X              |     |    |    |    |    |
| B9.5           | Make decisions to retain deposits  | X              |     |    |    |    |    |
| C9.5           | Determine settlement amount  | X              |     |    |    |    |    |
| B9.6           | Close contract   | X              |     |    |    |    |    |

CO - Contracting Officer  
FSR - Forest Service Representative  
SA - Sale Administrator  
HI - Harvest Inspector  
ER - Engineering Representative  
CI - Construction Inspector

**2400-6T Contract**

Sale Name:

Purchaser:

Contract #

Award Date:

| Provision          | Agreement or Action   | Responsibility |     |    |    |    |    |
|--------------------|---|----------------|-----|----|----|----|----|
|                    |   | CO             | FSR | SA | HI | ER | CI |
| BT1.1              | Revise, add or subdivide payment units  | X              |     |    |    |    |    |
| CT2.11             | Agree to include other timber identified in AT2   |                | X   |    |    |    |    |
| BT2.131            | Agree to leave damaged trees  |                |     | X  |    | X  |    |
| BT2.132            | Agree to include damaged timber   | X              |     |    |    |    |    |
| BT2.134            | Agree to include timber damaged by natural cause<br>20 CCF or less<br>20 to 50 CCF<br>Over 50 CCF | X              | X   | X  |    |    |    |
| BT2.14             | Determine whether or not cutting of undesignated timber was unintentional                         | X              |     |    |    |    |    |
| BT2.14             | Agree to include unintentionally cut timber   | X              |     |    |    |    |    |
| BT2.16             | Approve other material not listed in AT2  | X              |     |    |    |    |    |
| CT2.2              | Agree to leave material listed in AT2   |                |     | X  |    | X  |    |
| CT2.211            | Agree to leave Non-Sawtimber products in harvest areas  |                |     | X  |    | X  |    |
| CT2.301<br>CT2.303 | Agree to fell live or dead trees for safety & designate replacements                              |                |     | X  |    | X  |    |
| BT2.32             | Mark dead or unstable trees in advance of felling   |                |     | X  |    |    |    |
| BT2.32             | Agree to not require removal of material which would damage roads                                 |                |     | X  |    |    |    |
| CT2.32             | Notify purchaser to remove right-of-way timber  | X              |     |    |    |    |    |
| CT2.320            | Designate dead trees outside clearing limits  |                |     |    |    | X  |    |
| CT2.323            | Notify purchaser to remove R-O-W timber   | X              |     |    |    |    |    |
| BT2.35             | Give notice to leave dead trees   |                |     | X  |    |    |    |
| BT2.37             | Agree to minor changes:<br>20 CCF and less<br>20 to 50 CCF<br>Over 50 CCF                         | X              | X   | X  |    |    |    |
| CT2.38             | Agree to fell dead trees for safety and designate replacements                                    |                |     | X  |    |    |    |
| BT2.41             | Make adjustment for volume deficit  | X              |     |    |    |    |    |
| BT2.42             | Make adjustment for excess volume   | X              |     |    |    |    |    |
| BT3.21             | Establish a substitute index  | X              |     |    |    |    |    |
| BT3.3              | Approve rate redetermination  | X              |     |    |    |    |    |
| BT3.31             | Approve rates in scheduled rate re-determination  | X              |     |    |    |    |    |
| BT3.32             | Redetermine rates for environmental modification  | X              |     |    |    |    |    |
| BT3.33             | Redetermine rates for catastrophic modification   | X              |     |    |    |    |    |

| Provision | Agreement or Action  | Responsibility |     |    |    |    |    |
|-----------|--|----------------|-----|----|----|----|----|
|           |  | CO             | FSR | SA | HI | ER | CI |
| BT3.41    | Agree to remove timber not meeting utilization standards listed in AT2   | X              |     |    |    |    |    |
| BT3.41    | Agree to remove timber not listed in AT2   | X              |     |    |    |    |    |
| BT3.41    | Agree road maintenance/required deposits   | X              |     |    |    |    |    |
| BT3.42    | Establish rates for timber   | X              |     |    |    |    |    |
| BT4.11    | Revise volume estimate   | X              |     |    |    |    |    |
| BT4.21    | Approve transfer of unused effective purchaser credit  | X              |     |    |    |    |    |
| BT4.222   | Request advance deposits   |                |     | X  |    |    |    |
| BT4.23    | Agree to temporary reduction of downpayment amount   | X              |     |    |    |    |    |
| BT4.23    | Issue notice that basis for delay no longer exists and downpayment needs to be restored.                                 | X              |     |    |    |    |    |
| CT4.225   | Agree to delay decision to remove non-sawtimber  | X              |     |    |    |    |    |
| BT4.226   | Enter into co-op agreements  | X              |     |    |    |    |    |
| BT4.228   | Allocate blanket cash deposits   | X              |     |    |    |    |    |
| BT4.24    | Approve refunds  | X              |     |    |    |    |    |
| BT4.24    | Approve refunds or transfer of excess cash   | X              |     |    |    |    |    |
| BT4.25    | Approve refunds or transfer of excess cash   | X              |     |    |    |    |    |
| BT4.3     | Approve payment bonds  | X              |     |    |    |    |    |
| BT4.31    | Approve payment bonds  | X              |     |    |    |    |    |
| BT4.32    | Approve letters of credit for payment bond   | X              |     |    |    |    |    |
| BT4.4     | Suspend operations via provision BT9.3   | X              |     |    |    |    |    |
| BT5.1     | Agree to location and clearing width of temporary roads  |                |     | X  |    | X  |    |
| BT5.1     | Authorize purchaser to cut and use construction timber without charge  |                |     | X  |    | X  |    |
| CT5.1     | Approve Temporary Roads in sensitive areas   |                |     |    |    |    |    |
| CT5.102   | Agree to alternate location of temporary road or design change   |                | X   |    |    |    |    |
| BT5.12    | Approve road use not listed in AT9   |                | X   |    |    |    |    |
| BT5.12    | Agree to reconstruction needed prior to hauling but only to the extent that it is not an alternate facility under BT5.26 |                | X   |    |    |    |    |
| CT5.12    | Agree to use roads listed as prohibited or restricted in CT5.12  |                | X   |    |    |    |    |
| CT5.13    | Modify road completion date.   | X              |     |    |    |    |    |
| CT5.13    | Redetermine rates  | X              |     |    |    |    |    |
| BT5.2     | Agree to construct temporary road on location of specified road  | X              |     |    |    |    |    |
| BT5.2     | Agree to terminus of specified road  | X              |     |    |    |    |    |

| Provision | Agreement or Action   | Responsibility |     |    |    |    |    |
|-----------|---|----------------|-----|----|----|----|----|
|           |   | CO             | FSR | SA | HI | ER | CI |
| BT5.21    | Agree to Purchaser's design and approve revision of AT10  | X              |     |    |    |    |    |
| BT5.211   | Approval or rejection of shop drawings  |                |     |    |    | X  |    |
| BT5.212   | Agree to purchaser assuming staking responsibility. Approve revision of AT9 and AT10  | X              |     |    |    |    |    |
| BT5.212   | Agree to adjustment in timing of staking  |                |     |    |    | X  |    |
| BT5.22    | Agree to change in material delivery schedule and revised delivery area   |                |     |    |    | X  |    |
| CT5.221   | Make adjustments in accordance with BT5.253 , agree and authorize other material sources, agree to use of materials on other National Forests sales, approve storage sites. | X              |     |    |    |    |    |
| CT5.221   | Agree to other than restoration of temporary roads  |                | X   |    |    | X  |    |
| CT5.222   | Agree to permit purchaser to crush material or obtain it from another source  |                |     |    |    | X  |    |
| BT5.23    | Agree to waive substantial completion requirements for new construction and completion requirements for reconstruction  | X              |     |    |    |    |    |
| CT5.23    | Agree to greater length or to allowing temporary road construction outside of normal operating season   |                | X   |    |    | X  |    |
| BT5.24    | Approve revisions of AT10   | X              |     |    |    |    |    |
| CT5.241   | Approve revisions of AT10   | X              |     |    |    |    |    |
| BT5.251   | Approve revisions of AT10   | X              |     |    |    |    |    |
| BT5.252   | Approve revisions of AT10   | X              |     |    |    |    |    |
| BT5.253   | Approve revisions of AT10   | X              |     |    |    |    |    |
| BT5.26    | Approve alternate facility  | X              |     |    |    |    |    |
| BT5.3     | Approve purchaser deposits in lieu of maintenance   | X              |     |    |    |    |    |
| BT5.3     | Agree to purchaser assuming maintenance obligation in lieu of deposits  | X              |     |    |    |    |    |
| BT5.3     | Agree to adjust road maintenance deposit rates or establish rates for roads not listed in CT5.32  | X              |     |    |    |    |    |
| CT5.312   | Designate removal of down timber  |                |     | X  |    |    |    |
| CT5.314   | Agree to other specifications   |                | X   |    |    |    |    |
| CT5.315   | Notify purchaser annually of road maintenance requirements  |                | X   |    |    |    |    |
| CT5.316   | Approve use of dozers for snow removal  |                |     | X  |    | X  |    |
| CT5.316   | Agree to location to deposit debris removed from road surface   |                |     | X  |    | X  |    |
| CT5.317   | Agree to change in tire pressure  |                |     | X  |    | X  |    |
| CT5.32    | Agree to adjust road maintenance rates  | X              |     |    |    |    |    |
| BT5.4     | Approve use by others   |                | X   |    |    |    |    |
| CT5.41    | Agree to change closure details   |                | X   |    |    |    |    |
| BT6.02    | Request interruption or delay of operations in writing  | X              |     |    |    |    |    |

| Provision | Agreement or Action   | Responsibility |     |    |    |    |    |
|-----------|---|----------------|-----|----|----|----|----|
|           |   | CO             | FSR | SA | HI | ER | CI |
| BT6.1     | Delegate authority to FSR, ER<br>Delegate authority to SA, HI & CI  |                |     |    |    |    |    |
| BT6.2     | Authorize construction of improvements  |                | X   |    |    |    |    |
| BT6.2     | Permit use of improvements  |                | X   |    |    |    |    |
| BT6.21    | Approve continued use of improvements   |                | X   |    |    |    |    |
| BT6.222   | Agree to treatment of material which falls outside clearing limits  |                |     | X  |    | X  |    |
| BT6.24    | Cancel or modify contract for protection of cultural resources  | X              |     |    |    |    |    |
| BT6.24    | Agree to reimburse purchaser for additional work  | X              |     |    |    |    |    |
| BT6.24    | Agree to fell trees in area   |                |     | X  |    |    |    |
| BT6.25    | Cancel or modify contract to provide protection of habitat of threatened, endangered or sensitive species | X              |     |    |    |    |    |
| BT6.25    | Agree to reimburse purchaser for additional work  | X              |     |    |    |    |    |
| BT6.26    | Cancel or modify contract to provide protection of cave resources   | X              |     |    |    |    |    |
| BT6.26    | Agree to reimburse purchaser for additional work  | X              |     |    |    |    |    |
| CT6.27    | Agree to different treatment period   |                |     |    |    |    |    |
| BT6.3     | Bill for payment unit   |                |     | X  |    |    |    |
| BT6.3     | Release payment units for cutting   |                |     | X  |    |    |    |
| BT6.3     | Reject request for release of payment unit  |                |     |    |    |    |    |
| CT6.310   | Waive salvage unit cutting schedule   |                | X   |    |    |    |    |
| BT6.311   | Approve plan of operations  |                | X   |    |    |    |    |
| BT6.312   | Agree on proposed method of construction  |                |     |    |    | X  |    |
| CT6.316   | Agree in writing to change limited operating period   |                | X   |    |    |    |    |
| BT6.33    | Agree in writing to traffic control plan  |                |     | X  |    | X  |    |
| CT6.331   | Authorize traffic passage intervals other than that specified   |                |     | X  |    | X  |    |
| CT6.331   | Specify sign location   |                |     | X  |    | X  |    |
| CT6.35    | Agree to move equipment   |                |     | X  |    | X  |    |
| CT6.35    | Agree to cleaning method  |                |     | X  |    | X  |    |
| CT6.35    | Inspect equipment   |                |     |    |    |    | X  |
| BT6.36    | Accept roads or portions of roads listed in AT10  |                | X   |    |    |    |    |
| BT6.36    | Accept specific work on sale area payment unit  |                |     | X  |    |    |    |
| BT6.36    | Accept all contractual requirements on a payment unit   |                | X   |    |    |    |    |
| BT6.36    | Eliminate payment unit after acceptance of work   |                | X   |    |    |    |    |
| CT6.351   | Agree to time & location for inspection   |                |     | X  |    | X  |    |
| CT6.351   | Agree to method & location of cleaning  |                |     | X  |    | X  |    |

| Provision | Agreement or Action  | Responsibility |     |    |    |    |    |
|-----------|--|----------------|-----|----|----|----|----|
|           |  | CO             | FSR | SA | HI | ER | CI |
| CT6.4     | Agree to change requirements   |                | X   |    |    |    |    |
| CT6.406   | Agree to variance in site condition  |                |     |    |    |    |    |
| CT6.408   | Agree to other methods   |                | X   |    |    |    |    |
| CT6.409   | Agree to different specifications  |                | X   |    |    |    |    |
| BT6.41    | Agree to alternate methods of felling  |                |     | X  |    | X  |    |
| CT6.41    | Agree to other special felling requirements  |                |     | X  |    |    |    |
| BT6.412   | Agree to alternate disposal method for severed stump portions  |                |     | X  |    | X  |    |
| CT6.412   | Agree to not treating stumps   |                |     | X  |    |    |    |
| CT6.42    | Agree to alternate log landing and/or transfer points  |                |     | X  |    |    |    |
| CT6.42    | Agree to excavation & supplemental skidding  |                |     | X  |    |    |    |
| BT6.422   | Agree to location of landings and skid trails  |                |     | X  |    |    |    |
| CT6.422   | Approve helicopter landing location  |                |     | X  |    |    |    |
| BT6.423   | Agree to skid on permanent roads   |                |     | X  |    | X  |    |
| BT6.424   | Agree to use of arches and dozer blades off tractor roads or landings when not in clearcutting units or authorized clearings |                |     | X  |    | X  |    |
| BT6.5     | Designate stream crossings, diversions or alternate measures   |                |     | X  |    | X  |    |
| CT6.50    | Agree in writing to change requirements  |                | X   |    |    |    |    |
| BT6.6     | Make decisions when soil damage will occur and determine methods of erosion control  |                |     | X  |    | X  |    |
| BT6.6     | Make decisions to assume erosion control work using unencumbered deposits  | X              |     |    |    |    |    |
| CT6.6     | Agree in writing to other than current erosion control   |                |     | X  |    | X  |    |
| CT6.6     | Approve skid trails  |                |     | X  |    |    |    |
| CT6.601   | Approve application outside specified period   |                |     | X  |    |    |    |
| BT6.61    | Agree to alternate meadow protection measures  |                |     | X  |    | X  |    |
| BT6.63    | Designate location of water bars   |                |     |    |    |    |    |
| BT6.631   | Designate location of cross ditches and water bars   |                |     |    | X  |    |    |
| CT6.632   | Waive or modify obliteration methods   |                | X   |    |    |    |    |
| CT6.633   | Waive temporary road and landing scarification   |                | X   |    |    |    |    |
| BT6.64    | Agree to alternate erosion measures on landings  |                |     | X  |    |    |    |
| BT6.65    | Stake or otherwise designate waterbars   |                |     |    |    |    |    |
| BT6.65    | Agree to other erosion control measures  |                |     | X  |    |    |    |
| BT6.66    | Agree to not remove temporary installation at end of season  |                |     | X  |    |    |    |
| BT6.66    | Agree to not construct control structures  |                |     | X  |    |    |    |

| Provision | Agreement or Action   | Responsibility |     |    |    |    |    |
|-----------|---|----------------|-----|----|----|----|----|
|           |   | CO             | FSR | SA | HI | ER | CI |
| CT6.661   | Waive in writing requirement to remove slash and debris from system roads prior to end of normal operating season                                       |                |     | X  |    |    |    |
| BT6.67    | Agree to perform maintenance under a cooperative agreement  | X              |     |    |    |    |    |
| CT6.71    | Agree to changes in slash treatment   | X              |     |    |    |    |    |
| CT6.753   | Agree on method of temporary road slash disposal  |                |     | X  |    | X  |    |
| BT6.81    | Agree to waive or adjust requirements for branding and agree to method of accountability for remanufactured products and waive payment for surveillance | X              |     |    |    |    |    |
| CT6.84    | Agree to alternative for return of load accountability tickets  | X              |     |    |    |    |    |
| BT6.9     | Request purchaser records   | X              |     |    |    |    |    |
| BT7.2     | Change dates of fire precautionary period   | X              |     |    |    |    |    |
| CT7.2     | Designate additional precautionary period   | X              |     |    |    |    |    |
| CT7.2     | Designate location of fire equipment, approve fire spark arrestors, approve use of blasting equipment and other fire precautionary measures             |                |     | X  |    | X  |    |
| CT7.201   | Agree on location of bucket and water system for helicopter operations  |                |     | X  |    |    |    |
| BT7.21    | Waive specific requirements and authorize substitute measures   |                |     |    |    |    |    |
| CT7.21    | Agree on location of pump and trailer   |                |     | X  |    |    |    |
| BT7.22    | Suspend operations and agree on rates   |                | X   |    |    |    |    |
| BT7.31    | Require further action by purchaser   |                | X   |    |    |    |    |
| BT7.41    | Make determination that fire is operations fire and approve amount of billing or reimbursement  | X              |     |    |    |    |    |
| BT7.42    | Make determination that fire is negligent and approve amount of billing   | X              |     |    |    |    |    |
| BT8.2     | Grant additional time to complete contractual obligations   | X              |     |    |    |    |    |
| BT8.21    | Grant Contract Term Adjustment  | X              |     |    |    |    |    |
| BT8.24    | Recommend contract termination  | X              |     |    |    |    |    |
| CT8.24    | Recommend contract termination for environmental reasons  | X              |     |    |    |    |    |
| BT8.211   | Authorize contract term adjustment due to delay in reconstruction of processing facilities  | X              |     |    |    |    |    |
| BT8.212   | Authorize Market Related Contract Term Adjustment   | X              |     |    |    |    |    |
| BT8.23    | Extend contract   | X              |     |    |    |    |    |
| BT8.231   | Make determination for Contract Term Extension  | X              |     |    |    |    |    |
| BT8.3     | Modify contract   | X              |     |    |    |    |    |
| BT8.31    | Modify contract   | X              |     |    |    |    |    |
| BT8.32    | Agree work no longer serves purpose and bill for waived work  | X              |     |    |    |    |    |

| Provision | Agreement or Action   | Responsibility |     |    |    |    |    |
|-----------|---|----------------|-----|----|----|----|----|
|           |   | CO             | FSR | SA | HI | ER | CI |
| BT8.33    | Agree to modify contract for catastrophic damage                    | X              |     |    |    |    |    |
| BT8.4     | Agree to performance by other than purchaser                        | X              |     |    |    |    |    |
| BT8.5     | Authorize the sale of other materials                               |                | X   |    |    |    |    |
| BT8.64    | Request purchaser records   | X              |     |    |    |    |    |
| CT8.65    | Agree to alternate processing facilities                            | X              |     |    |    |    |    |
| CT8.65    | Recommends termination for breach                                   | X              |     |    |    |    |    |
| BT9.1     | All items dealing with performance bonds                            | X              |     |    |    |    |    |
| BT9.11    | Agree to reduce bond  | X              |     |    |    |    |    |
| BT9.12    | Approve letters of credit   | X              |     |    |    |    |    |
| BT9.2     | Make decisions on claims  | X              |     |    |    |    |    |
| BT9.21    | Receives claims   | X              |     |    |    |    |    |
| BT9.3     | Make oral suspension  |                |     | X  |    |    |    |
| BT9.3     | Place purchaser in breach by written notice and suspend operations  |                | X   |    |    |    |    |
| BT9.3     | Make initial decision to lift or continue suspension                | X              |     |    |    |    |    |
| BT9.31    | Terminate contract after approval from Regional Forester            | X              |     |    |    |    |    |
| BT9.4     | Determine if sale will be reoffered, assess damages, bill purchaser | X              |     |    |    |    |    |
| BT9.41    | Determine damages for failure to execute contract                   | X              |     |    |    |    |    |
| BT9.5     | Make decisions to retain deposits                                   | X              |     |    |    |    |    |
| BT9.51    | Determine settlement amount   | X              |     |    |    |    |    |
| BT9.52    | Determine settlement amount   | X              |     |    |    |    |    |
| BT9.53    | Determine settlement amount   | X              |     |    |    |    |    |
| BT9.6     | Close contract  | X              |     |    |    |    |    |

CO – Contracting Officer  
FSR – Forest Service Representative  
SA – Sale Administrator  
HI – Harvest Inspector  
ER – Engineering Representative  
CI – Construction Inspector

### **BT6.31 – Operating Schedule**

Shagbark Lumber Company submits its annual operating schedule for 2003 on the Snag Gulch Timber Sale Contract #12345. Prairie Dog Logging will be our subcontractor and we will designate a field representative at the pre-operation meeting. We intend to begin falling operations on May 15 and will start in unit 8, then 9, 7, 1, 5, and 6. Road #4001 will have dust abatement treatment applied as soon as weather conditions permit. I would like to receive copies of all inspections and notices regarding this sale.

Woody Chuck  
Purchaser Representative

### **BT6.311 Plan of Operations**

Shagbark Lumber Company submits its plan of operations under provision BT6.311 and plan of operations for road construction under provision BT6.312 of the Snag Gulch Timber Sale Contract #12345. Road construction/reconstruction activities will begin in the spring of 2003 and continue until all road work is completed in the fall of 2003. Logging will begin in the spring of 2004 and continue through 2005 until the sale is completed. Slash and erosion control work will be done concurrently with logging and will be completed by the December 31, 2005 termination date. We will keep you advised of any revisions of this plan.

Woody Chuck  
Purchaser Representative

We received your March 19, 2003 plan of operations under provision BT6.311 and your plan of operations for road construction under provision BT6.312 of your Snag Gulch Timber Sale Contract #12345. Be advised these plans are approved.

Joe Blow  
Forest Service Representative

### **BT6.33 Traffic Control Plan**

The following is the traffic control plan for timber harvesting activities on the Snag Gulch Timber Sale Contract #12345.

MUTCD approved signs will be placed:

“Trucks” at junction of Hwy 22 and FS Road 2430

“Logging Operations Ahead” at mp 2.2 on FS Road 2430

“Flagger Ahead – Prepare to Stop” at mp 2.3 on FS Road 2430

“End Logging Operations” at mp 3.0 on FS Road 2430

Flaggers will be utilized to control traffic whenever timber falling activities are in progress within 2 tree lengths of any road open to public travel. Delays will not exceed 20 minutes.

Joe Blow  
Forest Service Representative

Woody Chuck  
Purchaser Representative

### **BT6.341 Spill Prevention and Countermeasures Plan**

Black Creek Aviation operates mobile fuel trucks and trailers which are used to store aircraft fuel for logging operations. This plan describes the measures to be taken to reduce the likelihood of spills from these vehicles and their appurtenant equipment while on-site. Our trucks and trailers are used to store the fuel almost exclusively. We will have fuel delivered to us by local distributors and all precautions and care will be taken during the transfer of the fuel from the delivery truck to our storage truck.

Care will be taken to prevent any spill from happening, and if one should happen, to prevent spilled product from reaching any water source. The first level of defense is the training of the personnel involved with the transfer of the fuel. There will be daily inspections to make sure they comply with company policy on the closing of fuel valves and air valves at the end of the operating day.

When parked, tankers will be left only in locations approved by the company and landowner. Locations chosen for parking will be selected so that any spilled product will not flow toward or into streams, lakes or any water supply.

A vehicle inspection will be performed daily when the tanker is in use. The inspection will include all fueling equipment and a detailed check for signs of leakage or spills, and for worn parts which may cause spills.

All personnel involved with fueling operations, including drivers, will be properly trained and certified as required by appropriate Federal, State, and local laws and regulations. Tankers will not be driven by persons who are not fully licensed to operate them on State public highways.

All fuel hoses and valves will be subjected to regular examinations by operating personnel, at which time the general condition of items such as flange joints, expansion joints, valve glands and bodies, catch pans, pipeline supports, locking valves and metal

surfaces will be assessed. In addition, periodic pressure testing may be warranted for piping in areas where facility drainage is such that a failure might lead to a spill event.

During transfer of fuel between vehicles, care will be taken to prevent spills. The vehicles will be parked as close together as necessary. The entire transfer operation will be continuously monitored to prevent overtopping of the receiving vehicle. In the event any spillage or leakage occurs, the operation will be stopped until the source is found and repairs made. Transfer hoses will be secured immediately after completion of the transfer. Absorbent pads to contain a 2 gallon spill will be maintained on-site.

Visible oil leaks that result in a loss of oil from tank seams, gaskets, rivets and bolts sufficiently large enough to cause accumulation of oil in diked areas will be promptly corrected.

In the event minor spills occur, they will be cleaned up, and the spilled product and contaminated soil disposed of in accordance with applicable laws and regulations. Minor spills are those where less than one (1) liter of product is spilled or all of the contaminated soil can be placed in a single 5 gallon bucket. Larger spills will be reported to the U.S. Environmental Protection Agency, Seattle, Washington (206-442-1263) or (1-800-424-4372). If spills could reach navigable waters, the U.S. Coast Guard, Seattle, Washington, (206-442-5350) will be notified.

The storage vehicles will be parked in a containment area that is large enough to contain all the fuel that the tanker is capable of holding. The containment area will be lined with plastic or PVC in a manner to prevent contamination of surrounding soil from a spill event. It will be a long trench in the ground, or the truck will be parked on level ground with a plastic or PVC lined berm constructed of bales of straw or logs high enough to contain the fuel capacity of the tank and prevent contamination of surrounding soil from a spill event. A PVC containment device with inflatable sides is also acceptable. If a trench is selected as the containment device, it will be constructed 65 feet long by 4 feet deep by 10 feet wide and will be lined with plastic. A trench of these dimensions will hold 9,725 gallons of liquid.

C. Howie Grunts  
Registered Professional Engineer

**BT6.422 – Agreement for Landings and Skid Roads**

Field Rep and I flagged and agreed on location and clearing limits of landing 3A and the skid roads tributary to this landing. Skid road pattern is shown on the attached sketch map. Falling lead will be quartering to and away from skid roads. Falling may begin here.

Bill Jones  
Sale Administrator

Lucky Diesel  
Field Representative

**BT6.423 – Agreement to Skid on Roads**

Field Rep and I agreed to skid logs on a 150 foot section of road #2430 in cutting unit 3 as flagged on the ground subject to the following conditions: traffic delays will not exceed 20 minutes, the road will be made passable to emergency vehicles after hours and on weekends, flaggers will be utilized as necessary during skidding operations to protect the public, slash will be removed from the roadway and cut/fill slopes and piled in landing 3a, and the road will be restored to its original condition no later than 5 days after skidding is completed.

Bill Jones  
Sale Administrator

Lucky Diesel  
Field Representative

**BT6.81 - Branding Waiver**

I received your request for a waiver of the requirements of BT6.81 to double and brand and paint all products that are 8 feet or more in length and 1/3 or more sound on the Snag Gulch Timber Sale Contract #12345. You indicated in your letter that you would be delivering material to Johnson in Priest River and to your mill in Milltown.

Until further notice, the requirement to brand and paint these products on both ends is waived. You are required to single end brand and paint all products 7 inches in diameter on the large end that are 8 feet or more in length and 1/3 or more sound.

If at any time you deliver material to a location other than those shown above, this waiver is no longer valid.

Tom T. Thomas  
Contracting Officer

## **BT7.1 - Fire Plan**

### Fire Plan for the Snag Gulch Timber Sale – 2003

This plan is effective immediately and remains in effect for the duration of the fire precautionary period.

Fire Prevention – Each employee shares the responsibility for fire prevention. The logging foreman will ensure that fire tools are in place and serviceable. He will ensure that all equipment and precautions are in accordance with provision CT 7.2. Employees have been instructed to report infractions of regulations or equipment deficiencies to the logging foreman. Employees know the fire requirements for their jobs.

Fire Control – If there is a fire on the sale area, the logging foreman or ranking person in charge of yarding will immediately attack the fire with needed manpower and equipment, report the fire through CB channel 23 to Yaak Mountain or Keeler Mountain lookout, and report the fire to the mill office, describing the action being taken and whether or not assistance is needed from the mill crew. John Doe, Purchaser Representative, will go to the fire. He will be the liaison between Doe Lumber Company and the Forest Service. He will direct all suppression activities and assume complete responsibility for control of fire until relieved by the Forest Service.

Deployment of Personnel and Equipment – Forest Service should contact John Doe or Ken Worth if Doe Lumber Co. personnel and equipment are needed for fire suppression activities. They have the authority to assign personnel and equipment. One or both of them will be available on weekends and holidays or they will leave a number where they can be contacted. If Doe or Worth cannot be contacted, the logging foreman, construction foreman, or mill superintendent will have authority to act on their behalf.

#### Personnel List –

|              |                      |          |        |          |
|--------------|----------------------|----------|--------|----------|
| John Doe     | Company Liaison      | 555-1000 | nights | 555-1001 |
| Ken Worth    | Company Liason       | 555-1000 | nights | 555-1002 |
| Pete Stump   | Logging Foreman      | 555-1234 | nights | 555-1003 |
| Phil Slope   | Construction Foreman | 555-2345 | nights | 555-1004 |
| Chip Enbark  | Mill Superintendent  | 555-1000 | nights | 555-1005 |
| Mack Cullogh | Bullbuck             | 555-1234 | nights | 555-1006 |

Pete Stump and Phil Slope each can bring 6 person hand crews with tools and transportation. Chip Enbark can supply a 30 person hand crew with no tools. Mack Cullogh can supply 4 professional fallers with saws.

Equipment – all equipment listed comes with operators, Doe Lumber Co. does not permit company equipment to be operated by anyone other than company personnel. If additional operators are needed, contact company liaison.

|                                 |                                     |
|---------------------------------|-------------------------------------|
| 1 Miller 40 ton lowboy          | 1 Peerless 40 ton lowboy            |
| 3 D-6 Cats with blades          | 2 D-8 Cats with blades              |
| 1 Mack 3,700 gallon water truck | 1 Kenworth 4,000 gallon water truck |
| 1 Chevy 15 pass crew bus        | 1 GMC 6 pass crew cab pickup        |

John Doe  
Purchaser Representative

### **BT7.21 - Authorization for Substitute Fire Equipment**

Your request, under provision BT7.21, to substitute a fire extinguisher and flame retardant tarp for the backpack pump and 5-foot radius clearing to mineral soil at a ll running blocks on your skyline operation on the Snag Gulch Timber Sale Contract #12345 is approved subject to the following conditions:

Fire extinguisher used shall be a minimum 5 pound capacity, 5ABC rating or higher.

Flame retardant tarp shall be at least 10 feet square and be staked to the ground at all corners.

One shovel and one Pulaski tool shall be maintained within 10 feet of each running block.

Joe Blow  
Forest Service Representative

### **BT8.2 – Period of Contract – Term Adjustment**

There are less than 3 days left before the termination date of your Snag Gulch Timber Sale Contract #12345. All included timber has been removed but it is apparent that required slash work and erosion control work will not be completed by termination date.

Our sale administrator says it will take at least another week for you to complete this work.

Be advised, under provision BT8.2, your contract term is adjusted from July 30, 2003 to August 15, 2003. This extra time is a contract term adjustment and is only for you to complete your remaining contractual obligations. No products may be removed from the sale area during this period.

Ozzie Adirondack  
Contracting Officer

### **BT8.21 - Contract Term Adjustment**

We received your November 2, 2003 letter requesting a contract term adjustment of your Snag Gulch Timber Sale Contract #12345. You lost 72 calendar days within the 2003 operating season due to a bridge wash out on Snag Creek Road #2430.

Our records indicate that you had an annual operating schedule on file that indicated your intentions to work on the sale in 2003 and our sale administrator confirmed that you did indeed lose 72 days.

In accordance with provision BT8.21, the termination date is adjusted to August 15, 2004.

Ozzie Adirondack  
Contracting Officer

### **BT9.3 - Breach Letter**

#### **Certified Mail Return Receipt Requested**

You have not fulfilled the requirements for dust abatement treatment on your Snag Gulch Timber Sale Contract #12345. Sale Administration report #45 of July 30, 2003 states that our sale administrator discussed the need for dust abatement on road #2430 with you and you said you would begin dust abatement with water on July 31, 2003.

I called you after work on July 31, 2003 and you said you decided not to water the road because you thought it might rain. It did not rain and the long range forecast calls for another week of hot and dry conditions. Continued hauling on the 2430 road without dust abatement is causing a safety problem and a serious loss of fines and binder material.

Be advised, you are in breach (BT9.3) of provision CT 5.3, Specification T-103, Dust Abatement. All hauling operations on road #2430 are suspended until you apply dust abatement treatment to this road. You have thirty practicable days from the receipt of this notice to remedy this breach. As an additional remedy, you will submit a written plan to me explaining how you intend to manage this sale to avoid recurrences of this incident. You have thirty calendar days to remedy this portion of the breach. Hauling may resume when you receive written notice from me that the breach is remedied.

A copy of this letter is being sent to surety.

R. Cogburn  
Forest Service Representative

### **BT9.5 – Settlement Letter**

#### **Certified Mail – Return Receipt Requested**

Today is the termination date of your Snag Gulch Timber Sale Contract #12345. All included timber has been removed, but slash and erosion control work required under provisions CT 6.6 and CT 6.7 in cutting unit 3 has not been completed.

This is your written notice under provision BT9.5 that you have 30 calendar days from the receipt of this letter to complete this work. If you fail to complete the work within the allotted time frame the Forest Service will have no other option than to complete the work using your performance bond and any unencumbered monies on the sale.

Please consult with our sale administrator if you have any specific questions regarding this work.

A copy of this letter is being sent to surety.

Charles T. Rotund  
Contracting Officer

# EROSION PREVENTION AND CONTROL IN TIMBER MANAGEMENT PRACTICES

## Guidelines for Constructing Water Bars

### RECOMMENDED SPACING FOR WATER BARS

| % Slope | Erosion Hazard Rating for Area** |            |           |                 |
|---------|----------------------------------|------------|-----------|-----------------|
|         | 4-5 Low                          | 6-8 Medium | 9-10 High | 11-13 Very High |
| %       | (Feet)                           | (Feet)     | (Feet)    | (Feet)          |
| 1-6     | 400                              | 350        | 300       | 250             |
| 7-9     | 300                              | 250        | 200       | 150             |
| 10-14   | 200                              | 175        | 150       | 125             |
| 15-20   | 150                              | 120        | 90        | 60              |
| 21-40   | 90                               | 70         | 50        | 30              |
| 41-60*  | 50                               | 40         | 25        | 15              |

\* May require hand work instead of angle dozer

\*\* General Ratings often found in the EA, PIP, Appraisal, etc. If not available, Sale Administrator will derive ratings in consultation with Soil Scientist or Hydrologist. Keep in mind that for soils susceptible to gullyng (granitic), add 2 to numeric total.

| DO  | DON'T  |
|---|--|
| 1. Use an Angle-Dozer   | 1. Use Square Blades if at all possible.   |
| 2. Use Swamper to open and clean outlet end of water bars if necessary.   | 2. Chase outlet end, depositing disturbed material where the water is released and damaging residual.  |
| 3. Locate Water Bars so water will be diverted onto rocks, duff, slash, or undisturbed areas.   | 3. Locate Water Bars where water will be diverted onto disturbed areas, other skid trails, or fills.   |
| 4. Vary spacing to take advantage of natural features – break in slope, dips, stumps, etc.  | 4. Blindly follow spacing guideline.   |
| 5. Establish Water Bars only where needed.  | 5. Establish Water Bars where they do not accomplish anything, ie, rocky areas, natural cross drains, slash covered areas, etc. Do not count on slash cover in areas planned for controlled burning. |
| 6. Determine Water Bar angle by adding 5 to the gradient %.   | 6. Install Water Bars at more than a 45% Angle.  |
| 7. Install Water Bars to obtain a compacted height of 18" above the bottom of ditch.  | 7. Over or under-construct Water Bars.   |
| 8. Depth of Water Bars is minimum of 6" excavation into solid soil.   | 8. Construct Water Bars out of "dust accumulations" only.  |
| 9. Install at least 2 "Tank Traps" at driveable intersections with permanent roads, preferably by covering a cull log or rocks with dirt. | 9. Install the normal Water Bars at junctions with Roads.  |