**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ RESERVATION**

**LOGGING PLAN: \_\_\_\_\_\_\_\_\_\_\_\_ Sale Area, Contract No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

# PURCHASER, BIA, AND TRIBAL REPRESENTATIVES:

|  |  |  |  |
| --- | --- | --- | --- |
| **Title/Name** | **Primary Phone** | **Alternate Phone** | **E-mail** |
| Purchaser  **Name** |  |  |  |
| Purchaser Representative  **Name** |  |  |  |
| BIA Officer in Charge (OIC)  **Name** |  |  |  |
| Tribal Representative  **Name** |  |  |  |
| BIA Alternate  **Name** |  |  |  |

Contact the Officer in Charge concerning any logging and scaling problems.

# START DATE: On or after: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# PRODUCTION ESTIMATE:

|  |  |  |  |
| --- | --- | --- | --- |
| **Contractor** | **Area** | **MBF** | **Time Period** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
| **TOTAL VOLUME:** | |  |  |

# OPERATIONS:

|  |  |  |  |
| --- | --- | --- | --- |
| **Activity** | **Equipment (#)** | **Crew** | **Comments** |
| Road work\* |  |  |  |
| Felling & Bucking |  |  |  |
| Skidding & Decking |  |  |  |
| Loading |  |  |  |
| Hauling |  |  |  |
|  |  |  |  |

# SUGGESTED ORDER OF CUTTING:

# Harvest Block(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No cutting shall be allowed between December 1 and June 30 of each calendar year during the life of the contract unless the Purchaser agrees to and performs special slash disposal tactics within 1 week of cutting each setting and before moving to another allotment. Tribal Forestry shall determine tactics required to limit infestation by pine engraver beetles (Ips pini). These tactics may include burning or chipping slash at landings, or other special treatment. Operations other than cutting shall be at the discretion of the Officer in Charge to provide security for wildlife and to allow roads to dry out.

# HAUL ROUTES

The purchaser will provide and install approved signs 100+ yards on each side of the point where the access haul roads meet highways, county roads and local roads.

There are two field crossings needed to access timber and haul logs, these must also be coordinated with the farmer’s operations. See attached maps.

Mill facilities and/or anticipated places for log delivery will be as follows:

* Ponderosa Pine:
* Douglas-fir:
* Tonwood:
* Pulp:

# SLASH PILING REQUIREMENTS

1. Slash piling will be monitored as sale progresses. Whole tree yarding is required except in Seed Tree and Overstory Removal Units.
2. When required, slash piles shall be circular and compact rather than in windrows, unless specified by the Officer in Charge.
3. Slash piles shall be located outside the drip ring edge of the nearest trees, a distance at least 1½ times the average diameter of the slash pile. When stand conditions make compliance with the preceding statement impractical, slash piles shall be kept less than 10 feet in diameter and spaced from the leave trees as far as possible, per direction of Officer in Charge.
4. The Purchaser shall lop and pile all landing slash compactly for burning unless otherwise specified in the contract. Landing slash piles shall be placed a sufficient distance from reserved trees and reproduction to prevent unnecessary damage in burning. Avoid dirt in slash piles. Landing slash pushed into trees adjacent to landings will be separated from the dirt and re-piled into the cleared landing area.
5. Designated hazard snags around work areas shall be felled as early as possible to reduce potential hazard.

# SLASH DISPOSAL

Slash Compliance No.

1. Cull logs shall be left in the woods. Any unmerchantable material accumulated at landings must be compactly decked, separate from slash.
2. Felled trees shall be limbed and topped before skidding in Seed Tree, Overstory Removal Units, and areas where the Officer in Charge directs limbs to be removed prior to skidding unless other methods of slash placement are approved in writing by the Officer in Charge. No tops or other slash shall be left within six (6) feet of any residual tree.  Slash depth shall not exceed an average of three feet. The Purchaser shall move any slash from his operation at least 6 feet from residual trees through lop and scatter or other pull back method.  Skidding equipment shall not leave skid trails to pull slash away from residual trees but may clear trees near skid trails using a winch or grapple.
3. Slash piling along roads, landings, and where machine piling is directed, accumulated slash and woody debris shall be grapple piled. Landing slash shall be piled at least 30 feet from fields and leave trees. Slash remaining from previous harvest operations or from insect, wind, or other damage shall be re-piled with current harvest slash. The Officer in Charge may require re-piling if slash piles contain excessive dirt.

# MINIMUM ADVANCE DEPOSIT

The minimum advance deposit will be $10,000.

# LOG OWNERSHIP CONTROL

It shall be the Purchaser’s responsibility that their logging personnel understand and adhere to procedures stated. Truck ticket books shall be issued by Tribal Forestry before hauling is scheduled. Ticket books/stubs shall be returned to Tribal Forestry when all tickets have been used and at the end of each operating season. All loads leaving the sale area must have a Tribal truck ticket attached. The timber contract cannot be closed out until all ticket books are returned and all truck tickets accounted for. Any loads leaving the Logging Unit without a **“Tribal”** ticket attached will be penalty scaled at double the stumpage rate. One of the Tribal representatives, listed on Page 1, must be notified of any changes in scaling sites 48 hours in advance of change. Super Trains require one ticket on EACH load segment.

A. IDENTIFICATION: Each load must be identified as described below:

1) The Purchaser must paint (with clearly visible paint) on log ends at the front and rear of each load:

● last three (3) digits of the truck ticket number,

● allotment number, and

● "XXR" and “XXX” on each load of logs

2) The fully completed truck ticket must be securely fastened to the butt log at the driver's side at the cab end of the log. In wet weather, truck tickets should be put into plastic "baggies" before being stapled to the load. All four parts of the truck tickets are to be accurate and completely filled out.

LOGS THAT **CANNOT** BE IDENTIFIED BY CORRECT SCALING UNIT - BETWEEN THE TIME THEY ARE CUT AND SCALED - WILL BE PENALTY SCALED AT DOUBLE THE STUMPAGE RATE.

1. HOLDOVER LOADS: Any loads not delivered to the scaling point on the date loaded shall remain on the sale area or shall be parked in a public place. No truck driver shall be allowed to store Trust logs at a private residence.
2. Truck tickets will be sent to \_\_\_\_\_\_\_\_\_\_\_ Forestry from the mill directly. Scale sheets and summary pages are to be emailed to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on a daily basis.

# LOG SCALING SPECIFICATIONS

Scaling, merchantability, a log quality Consumer Scale Authorization, and/or a Third-Party Scaling Agreement with the consuming mill are required for mill scale to be accepted.

# ROAD MAINTENANCE

The Purchaser will be responsible for the proper maintenance of all roads used during the course of this contract.

Critical periods for road maintenance will occur primarily in the spring when the soil moisture content is high and in the late summer when road surfaces are excessively dusty. Roads will be required to periodically reshape roads to the Officer in Charge specifications.

In addition to routine maintenance during active hauling periods, the sale contract will require closing maintenance on all haul roads used for this sale. Closing maintenance may entail reshaping road surfaces, side ditching, constructing cross dips, water barring, closing off roads, and restoring natural ground profile.

**COMMENTS:**

# ACCEPTANCE OF FIELD OPERATIONS

Harvest operations will be documented by each TSO in progress reports and signed by the purchaser or his representative. Copies will be hand delivered/mailed to the purchaser after signatures are obtained to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ . The original will be kept at the Forestry Office.

# LOG ACCOUNTABILITY

1. It shall be the Purchaser's responsibility that their logging personnel understand and adhere to procedures stated.
2. The Forestry Accountant is responsible for issuing and accounting for truck ticket books used.
3. The timber sale cannot be closed out until all ticket books are returned and all truck tickets accounted for.
4. Logs that cannot be identified by correct scaling unit, between the time they are cut and scaled, will be penalty-scaled at double the stumpage rate.
5. Log hauling will be done only during a regular five-day workweek, Monday through Friday. The hours of hauling will be from 3:00 A.M. to 6:00 P.M. Any deviation must be approved by the Officer in Charge at least 24 hours prior to any proposed change.
6. The Officer in Charge must be notified of any changes in scaling sites 24-hours in advance of change. Delivery sites may be changed daily if proper notification is given to the scaler and Officer in Charge and log accountability is provided for.
7. If the driver should lose a log or logs while hauling from the landing to the scaling site, he or she should record on the truck ticket exactly how many logs were lost and the approximate location of the spilled logs. The driver must write the scaling unit number and truck ticket number on both ends of all the spilled logs. The purchaser must report the spilled load and lost logs to the Officer in Charge by the end of the day.

# CHECK SCALE

1. If the Purchaser and/or the Bureau of Indian Affairs (BIA) requests a check scale, all loads of logs in question must be held intact as scaling units for verification and scale by the BIA designated check scaler. If loads are accepted at the mill and placed in decks without retaining their load and scaling identity, the Purchaser will be charged for the logs based on BIA scale of those loads.
2. The Purchaser agrees to pay any and all check scaling costs incurred for check scaling services when the Purchaser requests such a service. Per Section B-7.0, of Timber Sale Contract, Part B, Standard Provisions, The Bureau will provide a check scaler to scale the logs in question. In the event there is a dispute still remaining after the Bureau check scale, a mutually agreed upon neutral check scaler shall be called in. This will normally be a USFS check scaler. If none is available, a Scaling Bureau scaler, independent Bureau or State scaler, may be utilized.

1. When required, provisions should be made to roll out loads for check scaling purposes. Anytime the above procedures cannot be followed, the Officer in Charge responsible for the sale site should be notified in advance.
2. At least 200 logs representing a gross scale volume of at least 20,000 board feet shall be used in all check scales when any adjustments are involved or anticipated.
3. Scaling adjustments shall be either up or down on the scaled loads in question as the check scale indicates.
4. Scaling adjustments shall be made to acceptable limits as set out in U.S.F.S. Handbook FSH-2409.11a, Chapter 64 Standards.

# SUSPENSION OF OPERATIONS

Suspensions of Operations are formally made by the Approving Officer. The Officer in Charge may stop any portion of the Purchaser’s operations until written notice is delivered, if necessary to mitigate damages. If the Purchaser suspends his operations on his own, operations may resume without written notice from the BIA, but notification must be made to the Officer in Charge at least 24 hours in advance.

It is highly encouraged for contractors and/or subcontractors to recognize ground conditions that are not suitable for operations and to suspend their own operations. Excessive disturbance to soils will not be tolerated under any conditions.

**This is not a complete listing of contract obligations. READ CAREFULLY AND UNDERSTAND ALL provisions of the Contract including Part B – Standard Provisions.**

Agreement to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sale Area Contract is attested by the following signatures:

**THIS LOGGING PLAN HAS BEEN COMPLETED AND APPROVED BY:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE PURCHASER**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SIGNATURE AND TITLE**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE OFFICER IN CHARGE**

***APPROVED\*:***

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**DATE APPROVING OFFICER**

\*Completion and submission of this plan for approval does not imply approval or allow Purchaser to begin operations.