|  |
| --- |
| Log Yard Agreement |
| between |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Lumber Mill |
|  |
| **Prepared by:** |  Reservation Check Scaler (ACS) Date |
|  |  |
| **Reviewed by:** |  Assistant Forest Manager (AFM) Date |
|  |  |
| **Reviewed by:** |  Forest Manager (FM) Date |
|  |  |

|  |
| --- |
| This document sets forth the rules and procedures for log yards that accept \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tribal/Agency logs for scaling and weighing in accordance with B7 of the Standard Provisions of the Timber Sale Contract. The Scale Location Owner described herein will conduct scaling operations in accordance to this log yard agreement. |

 LOG YARD AGREEMENT

RESERVATION: \_\_\_\_\_\_\_\_ SCALE LOCATION OWNER: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AGENCY/TRIBE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_ SCALE LOCATION NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Scaling of \_\_\_\_\_\_\_\_\_\_\_\_ Tribal/Agency logs is performed at scaling location(s) listed in section F.2 of the Seasonal Operations Plan in accordance with B8.1 of the Standard Provisions in accordance with the timber sale contract. In accordance with A17.(c) of the timber sale contract \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_may approve alternate scaling locations in lieu of the location listed in contract. Alternate scaling sites must meet criteria established in FSH 2409.15, section 23.11, prior to approval. The Scale Location Owner described herein shall conduct this alternate scaling operation according to the terms and procedures set forth in this document.

1. DEFINITIONS
2. During the administration of this document, the Scale Location Owner may be contacted by or may have to contact certain individuals in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tribe/Agency. Upon request a current list of the names and telephone numbers will be made available to the Scale Location Owner. Each individual is described as follows:
3. **Approving Officer** (AO)who is responsible for signing and execution of this agreement and the overall administration.
4. **Forest Manager** (FM) who is the line officer administering activities on the \_\_\_\_\_\_\_\_\_\_Agency and also serves as the Contracting Officer Representative for the timber sale contract.
5. **District Officer** (DO) who is the line officer administering activities on a Forest District of the \_\_\_\_\_\_\_\_\_\_\_ Agency.
6. **Timber Sale Accounting Technician** (TSA) who is responsible to monitor and assist DO in maintaining load and log accountability.
7. **Sale Administrator** (TSO) who is responsible for executing and administering the timber sale contract.
8. **Agency Check Scaler** (ACS) who is responsible for and administers the overall \_\_\_\_\_\_\_\_\_\_\_\_\_ Agency log scaling and quality control program.
9. **Check Scaler** (CS) who is responsible for maintaining quality control of log scaling and assists the DO on related log accountability activities on the \_\_\_\_\_\_\_\_\_ Agency.
10. **BIA/Tribal Scaler** (BS) who is responsible for determining volume and value of sawlogs or other timber products for the purpose of payment.
11. Weigh Master is the person authorized to operate weigh scales and produce weight data for recording and documenting the gross and tare weights.
12. PERFORMANCE
13. The \_\_\_\_\_\_\_\_ Agency will periodically conduct inspections at this scaling location to insure satisfactory performance of the terms and procedures set forth in this document.
14. In the event the Scale Location Owner fails to comply with the terms and procedures of this Agreement, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency will give the Location Owner written notice of such noncompliance. The Scale Location Owner will correct the noncompliance within the prescribed time allowed by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency.
15. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency may terminate this Agreement for a serious violation, or repeated noncompliance, or failure to fully implement the corrective action specified in writing.
16. This Agreement will remain effect until which time either party to this agreement request this agreement be revised and renewed. Renewal of this Agreement by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency will be predicated upon the previous years performance with the terms and procedures set forth in this document.
17. Direct or indirect influence on a scaler affecting the quality of work, from purchasers, subscribers, yard owners, truck drivers, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency, or any other source may result in termination of this Agreement. Any disagreement with the BS scalers volume or product designation shall be channeled through the appropriate BS management office.
18. The Scale Location Owner will designate in writing the person(s) authorized to sign and receive notices in regards to performance under this Agreement and to take related action.
19. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency will designate in writing the person(s) authorized to conduct and sign inspections for compliance with this Agreement.
20. OPERATIONS
21. The Scale Location Owner shall provide as part of this agreement, a yard diagram showing the traffic flow of trucks, vehicles and machines, and the location of cold decks, scaling bays designated for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from a Scaled sale, overnight load security area, sanitary facility, loading and unloading areas, designated parking area, log remanufacturing area and access route to the designated scaling area for after normal working hours inspections by the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency scale location inspectors (See Section II.G.)
22. The bottom side of the entire log spread for scaling will be no higher than 14 inches above the ground and the load shall be spread in a single layer within the designated scaling bays.
23. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from a Scaled sale shall not be shoved off the truck, but shall be unloaded and spread for scaling by a mechanical stacker.
24. There shall be no permanent decking of logs within the designated scaling bays. If logs are pushed to the rear of the scaling bays they will be removed before any new unscaled loads are spread for scaling.
25. Upon written request by the Scale Location Owner, scaling under artificial lights may be approved by the Forest Manager.
26. The Scale Location Owner shall insure all loads of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from a Scaled sale spread for scaling shall not be removed from the designated scaling bays prior to being marked as scaled and released by BS scaler.
27. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency recognizes the right of a buyer and seller of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs to contest a scaling judgment by the BS that is obviously in conflict with the National Forest Log Scaling Handbook, 2409.11 as amended and supplemented. Either party may request that an individual log or load involved in such a dispute be designated for holding by marking **HOLD** on the log or load, and the buyer or seller and BS management shall be informed of the dispute. The log or load will be held in place until the dispute has been resolved by all concerned parties
28. If the Scale Location Owner plans to receive \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from a Scaled sale into the yard for scaling on weekends or holidays, the Scale Location Owner/Purchaser shall make arrangements with the appropriate DO 3 days before the weekend scaling and 3 the normal work days prior to the scheduled holiday scaling.
29. The Scale Location Owner shall post a copy of the current Yard Scale Location Agreement in the Scale Location office.
30. SAFETY
31. The Scale Location Owner shall provide sufficient yard space and a safe working environment in and around the designated scaling bays, access to and from the scaling bays, and storage decks adjacent to the scaling bays while \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from Scaled sales are being delivered and scaled at this location.
32. Loads must maintain wrappers in accordance with State safety codes for highway loads until removed from the truck.
33. The BS shall report any unsafe condition in or around the scaling area to the appropriate District Officer. The Scale Location Owner will be notified by DO to remedy the unsafe condition.
34. When logs are being handled by machines, the log ends shall be no closer than 40 feet from any scaler or the load being scaled.
35. Scaling bays shall allow a minimum safety margin of 10 feet between log ends of adjacent scaling bays.
36. LOG ACCOUNTABILITY
37. \_\_\_\_\_\_\_\_\_\_\_\_ Agency employees involved in accountability checks or administration of scale location agreements may inspect the scaling location at any time without prior notice, regardless of whether \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs are currently being delivered to the scaling location. Any visit to the scaling location by other \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency employees shall first be arranged through the company office.
38. Loads of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from Scaled sales will be spread for scaling within the designated scaling bays as shown on the yard diagram.
39. In other than single load scaling bays, a minimum of 10 feet will be maintained between loads spread for scaling. If 10 feet cannot be maintained, the last log in each load will be marked by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency approved method. In open-ended scaling bays the first and last log of each load will be marked by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency approved method.
40. On \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from a Scaled sale, the BS shall tape log lengths for the purpose of log scaling. An employee of the scale location may assist the BS by holding the trailing end of the tape. If scaling lengths are measured and marked on the log ends to be later recorded in the scaling process, this shall be accomplished by the BS. The BS is ultimately responsible for all recorded log lengths.
41. BS scalers shall identify each load of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from a Scaled sale which has been scaled and released by marking on the front log of each load with a green “X”. If open ended scaling bays are used the “X” shall be marked on the first and last log of the load. Other methods of identification may be approved in writing between the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency and Scale Location Owner.
42. Each load of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from a Scaled sale shall remain identified by its respective Load and truck ticket until scaled and released by the BS. The truck ticket portion shall remain attached to the load until it is removed from the scaling bay by the BS.
43. Arrangements shall be made to allow for check scale procedures. Within the designated scaling bays, there shall be no less than three loads of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from Scaled sales, to remain in place for remote check scaling when only one method of scale is being used. When requested by the ACS/CS, additional loads for check scaling will be left in place.
44. Scaled loads shall be rotated in the order scaled and shall remain in place until replaced through rotation. Upon request by the Scale Location Owner, the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency may allow remote loads to be removed.
45. There shall be no remanufacturing of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from Scaled sales at this scale location prior to scaling. Logs may only be remanufactured after being scaled and moved to the designated remanufacturing area as shown on the yard diagram.
46. If a load of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from a Scaled sale is presented for scale at this scale location without the required truck tickets attached to the load, or is unidentified by brands or brands that do not match the truck tickets, the load shall remain on the truck and the Scale Location Owner shall immediately contact the appropriate FM or DO for further instructions.
47. The \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency intention is that all loads of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs from a Scaled sale will be scaled in the daylight period on the same day as hauled and delivered. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency scaling hours will be from 7:30 AM to 4:00 PM, Monday through Friday excluding Holidays.
48. Loads from a Scaled sale requiring scaling, which cannot be scaled during the period of scaling on the same day as hauled and delivered, shall be scaled during the next scaling period that scaling services are available. Such loads shall be secured to maintain load integrity. Loads which are hauled and delivered in the a.m. prior to the arrival of the ACS/CS/BS, shall be secured by a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency approved method. The approved method shall provide for maintaining load security until the loads are released for scaling by the ACS/ CS/BS. The FM may approve an alternate plan submitted in writing to the FM by the Scale Location Owner. The plan must provide assurance of load security and integrity.
49. MAINTENANCE
50. The scaling area shall be adequately surfaced and treated for the control of dust and provide satisfactory drainage for mud and water during the wet season. Scaling area should be properly maintained by regularly grading surface area to avoid pot holes.
51. The Scale Location Owner shall maintain the yard to insure that accumulations of bark and debris within the designated scaling bays is eliminated.
52. WEIGHT DETERMINATION AND DOCUMENTATION
53. All loads shall be weighed regardless of payment method (scale load or weight load).
54. The Scale Location Owner shall be responsible for providing instructions and training to the Weigh Master or other individual designated in writing for recording and documenting gross and tare weights.
55. All loaded trucks shall abide by the following procedures:
56. Upon entering the approved weighing facility, all loads will be weighed for gross weight.
57. All trucks shall be weighed for gross and tare with the truck driver and rider(s) out of the truck.
58. Unless otherwise agreed every truck after being unloaded shall return for a tare weight determination.
59. Both gross and tare weights will be electronically recorded on the weight certificates.
60. Weight certificates are to be dropped in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency designated place in the weigh shack.
61. If the electronic printer becomes inoperable, an alternative method of recording load weights may be used. Using the scales, the Weigh Master will manually determine gross and tare weight for each load. On each weight certificate, the Weigh Master will record the gross and tare weight and the time and date these measurements were taken. The Weigh Master will record on the weight certificate the date and time the electronic printer became inoperable. Immediately notify the FM/DO of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency by telephone should this occur at (509) XXX-XXXX.
62. If the scales fail to function properly, loaded trucks will be held until the problem is remedied. If loads cannot be processed until the next day, follow overnight procedures agreed to in Scale Location Agreement.
63. The Scale Location Owner shall ensure that a printed weight certificate is generated for the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency. It must be printed when a driver receives a gross weight if a tare weight is not required for that load. If a tare weight is required, ensure that the weight certificate is generated at the time the tare weight is obtained. If a tare weight is required but the truck does not weigh out to complete the record, the system must record the tare the next time the truck ID is used and show the smallest tare weight for the last 3 months in place of the actual tare weight.

 **The weight certificate is a legal document.** Approve only those systems that provide, as a minimum, the following information:

1. Truck ID.
2. Truck Ticket Number.
3. Mill location.
4. Gross weight.
5. Date of gross weight.
6. Time of gross weight.
7. Tare weight.
8. Date of tare weight.
9. Time of tare weight
10. Net weight.
11. ADDITIONAL CLAUSES
12. Additional clauses listed below are made a part of this Yard Scale Location Agreement.
13. Scale Location Owners designee’s as person(s) authorized to sign and receive notices in regards to performance under this Agreement and to take related action:
14. Name: Title:
15. Name: Title:
16. Name: Title:
17. Name: Title:
18. Name: Title:
19. \_\_\_\_\_\_\_\_\_\_\_\_\_Agency designee’s as person(s) authorized to conduct and sign inspections for compliance with this Agreement:
20. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: ACS
21. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: CS
22. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: BS
23. Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: DO
24. If the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency suspends or terminates the scaling of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs at this location, the scaling will be performed at the location listed in the Timber Sale Contract, or at other locations specified in the Operations Plan.
25. Approval of this Yard Scale Location Agreement does not automatically authorize the scaling of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Agency logs. On an individual basis, each timber sale contract must be approved for scaling at this location.
26. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contractor Safety Policy and Orientation document is attached for reference. BIA/Tribal Scalers will adhere to the safety requirements identified in this plan.

APPROVAL SIGNATURES:

# Scale Location Owner DATE

# Approving Officer DATE