

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
SILVICULTURE SECTION  
FM-T-7

**TREE ESTIMATE TIMBER STUMPAGE SALE CONTRACT**

THIS CONTRACT, dated this \_\_\_\_\_ day of \_\_\_\_\_ between the COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES, party of the first part, hereinafter called the "Department" and «Buyer»  
«Address», «City», «State» «Zip\_Code»

WITNESSED THAT: In consideration of the premises hereof and in accordance with the authority contained in Section 302(a), (6), of the Department of Conservation and Natural Resources Act, Act 18 of 1995, P.L. 89, the Department hereby agrees to sell to Buyer and the Buyer hereby agrees to purchase from Department the timber stumpage hereinafter identified and described, subject to all of the terms and conditions of the contract.

**1. AREA AND LOCATION**

The sale area, which comprise «Acres» acres located «Location»  
in compartment(s) number «Comp» of the «Forest\_District\_Name» State Forest,  
«Township» Township, «County» County,  
is shown on sketch map (Exhibit A) attached hereto and made a part hereof.

**2. SALE, CUTTING BLOCK AND STATE FOREST BOUNDARIES**

- (a) Sale boundary trees which are marked above stump height with posters and/or a band of blue paint and below stump height with a spot of blue paint, must not be felled.
- (b) Cutting block boundary trees are marked above stump height with two bands of blue paint with the block number marked with blue paint directly beneath bands on an appreciable number of said trees. Cutting block boundary trees for reproduction cut blocks are also marked below stump height with a spot of blue paint. All cutting block boundary trees on this sale are reserved and must not be felled.
- (c) State Forest boundary trees with the customary blazes and white paint above stump height, also are marked below stump height with a spot of blue paint when they serve as sale and cutting block boundary trees, and must not be felled.

**3. DURATION OF CONTRACT AND OCCUPANCY OF THE SALE AREA**

- (a) This contract shall expire on «Expiration Date». Buyer's contractual obligations must be fully performed before the expiration date hereof.
- (b) Buyer shall not occupy the sale area or other State Forest land for any purpose whatsoever in connection with this contract before a copy of this contract signed and sealed by Department has been delivered to Buyer.

4. VOLUME AND NUMBER OF MARKED AND DESIGNATED TREES BY SPECIES

Species	Estimated Net Volume	
	Board Feet	100 Cubic Feet
«SawSp_1»	«SawSp_1_Vol»	
«SawSp_2»	«SawSp_2_Vol»	
«SawSp_3»	«SawSp_3_Vol»	
«SawSp_4»	«SawSp_4_Vol»	
«SawSp_5»	«SawSp_5_Vol»	
«SawSp_6»	«SawSp_6_Vol»	
«SawSp_7»	«SawSp_7_Vol»	
«SawSp_8»	«SawSp_8_Vol»	
«SawSp_9»	«SawSp_9_Vol»	
«SawSp_10»	«SawSp_10_Vol»	
«SawSp_11»	«SawSp_11_Vol»	
«SawSp_12»	«SawSp_12_Vol»	
«SawSp_13»	«SawSp_13_Vol»	
«SawSp_14»	«SawSp_14_Vol»	
«SawSp_15»	«SawSp_15_Vol»	
«SawSp_16»	«SawSp_16_Vol»	
«SawSp_17»	«SawSp_17_Vol»	
«SawSp_18»	«SawSp_18_Vol»	
«SawSp_19»	«SawSp_19_Vol»	
«SawSp_20»	«SawSp_20_Vol»	
«SawSp_21»	«SawSp_21_Vol»	
«PlpSp_1»		«PlpSp_1_Vol»
«PlpSp_2»		«PlpSp_2_Vol»
«PlpSp_3»		«PlpSp_3_Vol»
«PlpSp_4»		«PlpSp_4_Vol»
«PlpSp_5»		«PlpSp_5_Vol»
«PlpSp_6»		«PlpSp_6_Vol»
«PlpSp_7»		«PlpSp_7_Vol»
<b>Total</b>	<b>«Tot BFVol»</b>	<b>«Tot Hcf»</b>

5. VOLUME, NUMBER OF TREES AND AMOUNT DUE BY CUTTING BLOCKS

Cutting Block Number	Estimated Net Volume		Amount Due
	Sawtimber Board Feet	Pulpwood 100 Cubic Feet	
1	«Bk_1_Saw»	«Bk_1_Plp»	\$2,798.02
2	«Bk_2_Saw»	«Bk_2_Plp»	\$43,511.44
3	«Bk_3_Saw»	«Bk_3_Plp»	\$80,633.98
4	«Bk_4_Saw»	«Bk_4_Plp»	\$48,508.16
5	«Bk_5_Saw»	«Bk_5_Plp»	\$50,571.58
6	«Bk_6_Saw»	«Bk_6_Plp»	\$10,017.82
7	«Bk_7_Saw»	«Bk_7_Plp»	
8	«Bk_8_Saw»	«Bk_8_Plp»	
9	«Bk_9_Saw»	«Bk_9_Plp»	
10	«Bk_10_Saw»	«Bk_10_Plp»	
11	«Bk_11_Saw»	«Bk_11_Plp»	
12	«Bk_12_Saw»	«Bk_12_Plp»	
13	«Bk_13_Saw»	«Bk_13_Plp»	
14	«Bk_14_Saw»	«Bk_14_Plp»	
15	«Bk_15_Saw»	«Bk_15_Plp»	
16	«Bk_16_Saw»	«Bk_16_Plp»	
17	«Bk_17_Saw»	«Bk_17_Plp»	
18	«Bk_18_Saw»	«Bk_18_Plp»	
19	«Bk_19_Saw»	«Bk_19_Plp»	
20	«Bk_20_Saw»	«Bk_20_Plp»	
<b>Total</b>	<b>«Tot BFVol»</b>	<b>«Tot Hcf»</b>	<b>\$236,041.00</b>

## 6. VOLUME COMPUTATION AND ADJUSTMENTS

- (a) The estimated volumes which appear under Sections 4 and 5 of this contract were computed by Department's official volume tables. Additional volumes required for this sale shall be computed by the same volume tables.
- (b) The Department's estimates of volume and quality are not guaranteed. No volume adjustments will be made.

## 7. PAYMENTS

- (a) When contract, upon execution by Department, is returned to District Forester payment in full must be made for the marked and/or designated timber on cutting block or blocks where the Buyer will start logging operations. Payment for sales with only one block must be in the form of certified, cashier's or treasurer's check or postal or express money order, or bank money order with the exception of personal money order which is not acceptable.
- (b) Before logging operations may be started on any of the remaining cutting blocks, the marked and/or designated timber on that block must be paid for in full. Payment for final cutting block must be made by certified, cashier's or treasurer's check or postal or express money order, or bank money order with the exception of personal money order which is not acceptable.
- (c) Should Buyer start logging operations on any cutting block before having made payment in full for said cutting block, the District Forester will in writing immediately suspend operations on all cutting blocks until said cutting block has been paid in full. The Department also may require immediate payment of the total unpaid amount for all cutting blocks included in this sale.
- (d) Check or money order for payments required by this contract shall be made payable to the Commonwealth of Pennsylvania and shall be forwarded by the Buyer to the District Forester located at:  
«Dist\_Addr»

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- (e) Anything in this agreement to the contrary notwithstanding, any payments made to the Department shall be forfeited by Buyer for breach of any term of the contract.
- (f) LIQUIDATED DAMAGES; All payments made to Department by Buyer under Section 10(b), 10(c) and 11(f) of this contract shall be considered liquidated damages.

## 8. TITLE TO TIMBER AND RESERVATIONS

- (a) The title to all marked and/or designated timber stumpage shall remain with the Department until it has been paid for by Buyer as herein provided.
- (b) The title to all standing or felled timber, including timber sawn into lumber which Buyer has paid for and which remains on State Forest lands after the termination or expiration date of this contract, shall revert to the Department.
- (c) The Department reserves the right to use the lands subject to this timber sale contract for any or all purposes not incompatible with the rights herein granted.
- (d) The Department reserves the following:

«RESERVATIONS»

## 9. RISK OF LOSS OF TIMBER AFTER PAYMENT

The risk of loss from any cause whatsoever of any marked and/or designated timber after payment for same by Buyer shall rest with Buyer.

**10. TIMBER DAMAGE**

- (a) Buyer shall do everything which is practicable, in the opinion of the District Forester, to prevent damage or injury to residual trees not marked or designated for felling. Marked or designated trees are listed in Paragraph 11 of this contract.
- (b) The Buyer shall pay the Department the following stumpage price for all damaged unmarked and undesignated trees:
  - (1) When in the opinion of the District Forester, the damage is not the result of Buyer's carelessness or negligence, the adjusted species value will be computed as follows:

District Forester's Minimum Species Value Per Unit	TIMES	Buyer's Sale Bid <i>PLUS</i> Department's Estimated Cost of Road Construction and/or Improvement — DIVIDED BY — Department's: Minimum Acceptable Bid <i>PLUS</i> Department's: Estimated Cost of Road Construction and/or Improvement	EQUALS	Adjusted Species Value Per Unit Volume
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- (2) When in the opinion of the District Forester, the damage is the result of Buyer's carelessness or negligence, three times the adjusted species value per unit volume as computed in (1) above. If this value for damage due to Buyer's carelessness or negligence is less than \$5.00 per tree then a minimum charge of \$5.00 per tree will be made whether the tree is commercial, non-commercial, merchantable or non-merchantable.
  - (3) When the damaged species value or unit volume value was not considered when determining the minimum bid for this sale, a fair base current value will be determined by the District Forester.
- (c) Buyer will be invoiced by the District Forester for all damaged trees which must be either felled or left standing as required by the District Forester.
  - (1) If in the District Forester's opinion the damage was not the result of Buyer's carelessness or negligence then all damaged trees required to be felled may be utilized by Buyer.
  - (2) If, in the opinion of the District Forester, the trees were damaged through Buyer's carelessness or negligence, then all damaged trees whether felled or not remain the property of the Department.
  - (3) All damaged seed trees, superior trees and comparison trees will remain the property of the Department.
  - (4) Payments for damages must be received prior to the due date listed on the invoice (ER-BF-16).

**11. TREES MARKED AND DESIGNATED BY DEPARTMENT**

- (a) Buyer must fell all trees in accordance with the Trees Marked and/or Designated for Removal or Reservation attached and made a part of this contract as Exhibit B.
- (b) All cull trees marked with the letter "G" above stump height with yellow paint must be left standing and
 

«GIR»	girdled
«FRI»	frilled and chemically treated, as required by District Forester.
- (c) Damaged trees to be felled, trees to be felled for rights-of-way and unmarked trees to be felled in order to release lodged trees, have or will be marked above and below stump height with red paint by or under the supervision of the District Forester.
- (d) All save trees marked above and below stump height with a spot of blue paint, superior trees marked above and below stump height with a solid band of blue paint and comparison trees marked above and below stump height with a broken band of blue paint, must be left standing.
- (e) Buyer shall pay the Department three times the net stumpage value, which will be computed in the same manner as indicated under Section 10 of this contract, for trees felled which have not been designated by this contract for felling, or which have not been marked with paint by or under the supervision of the District Forester for felling, or which have been marked with paint by anyone other than the District Forester or those under the supervision of the District Forester. The District Forester will invoice Buyer for said payments. The title to trees felled or marked in violation of this article shall remain with the Department and the Department may terminate this contract and declare Buyer ineligible to purchase State Forest timber.

**12. LOGGING**

- (a) Buyer shall notify District Forester several days prior to start of haul road construction or improvement, prior to setting up sawmill, and prior to start of logging operations so that the District Forester may arrange to be present on each occasion.
- (b) The plan and method of logging operations on each cutting block shall be approved by District Forester.
- (c) The order of cutting the blocks
 

<b>«OPT»</b>	is optional with Buyer.
<b>«HR1ST»</b>	with the exception of the haul road which must be <b>«HRIS»</b> completed first.
<b>«MUSTBE»</b>	must proceed in the following order unless modified in writing by District Forester: <b>«ORDER»</b>
- (d) Logging operations, including cleanup, must be completed to the satisfaction of the District Forester on one block before logging operations may be started on another block unless modified in writing by District Forester. Buyer shall not start logging operations on a new cutting block until permission in writing has been received from District Forester. Insofar as practicable, all phases of logging shall keep pace with one another and proceed with reasonable diligence.
- (e) All trees bent or held down by felled trees shall be released promptly when practicable, as determined by District Forester.
- (f) No trees shall be left lodged in the process of felling. Unmarked trees which must be cut in order to release lodged trees must not be felled before they have been marked with red paint by District Forester.
- (g) No stump shall exceed 12 inches in height, measured on the side next to the highest ground, or the diameter of stump whichever is smaller, except when in the opinion of the District Forester said height is impracticable. Buyer will be notified in writing by the District Forester concerning high stumps and Buyer must reduce the height of said stumps to comply with the above specifications.
- (h) Each tree shall be felled away from live or dry drainage channels, when in the judgment of District Forester such is practicable.
- (i) All limbs and stubs shall be removed from all trees and logs prior to skidding.
- (j) No State Forest boundary line tree, witness tree or corner tree shall be removed, altered, mutilated or destroyed.
- (k) Felling and skidding on or across State Forest roads or public highways without the written consent of the District Forester, is prohibited.
- (l) Hauling or skidding or placing fills or other obstructions in live or intermittent streams is prohibited. Skidding across live or intermittent streams is prohibited except over bridges or culverts that are approved by the District Forester. Hauling across live or intermittent streams is permissible over bridges or culverts that are approved by the District Forester.
- (m) Buyer shall not haul or skid on or across any right-of-way located on State Forest land without the written approval of owner or lessee of right-of-way. Buyer shall, in advance of such hauling or skidding, furnish District Forester with a copy of said approval secured from each right-of-way owner or lessee.
- (n) All transmission lines, pipelines, fences and other improvements adjoining or crossing the sale area shall be protected as far as practicable by Buyer. Buyer shall be liable for all damages which owner of any of said improvements suffers directly or indirectly as the result of the action of Buyer.
- (o) No logging, hauling or other operations in connection with this sale shall be conducted within the boundaries of any State Forest camp, unless otherwise authorized by District Forester in writing.
- (p) Felling of trees along the     **«NEAR ROAD»**     must be conducted so that traffic over said road(s) will be maintained with safety at all times. Buyer must place caution signs and have a flagman halt traffic from each direction whenever felling might endanger traffic on said road(s). The Buyer assumes all responsibility in connection with this sale for the safety of all traffic committed to said road(s).
- (q) The District Forester may restrict or prohibit the further use of any equipment, when in his opinion, damage to trees by equipment becomes excessive.
- (r) Tree length skidding, unless in the opinion of the District Forester damage to residual stand is kept at a minimum, is prohibited.
- (s) The following additional logging practices are prohibited: **«PROHIBITIONS» «PROHIBIT2»**

### 13. DISPOSAL OF TOPS, SLASH AND OTHER LOGGING DEBRIS

- (a) The term "tops" as used in this contract refers to the upper portion of a felled tree not normally merchantable for any product other than fuelwood because of size, taper or other defect. The term "slash" as used in this contract means all debris resulting from logging operations including stems, limbs and parts hereof.
- (b) No tops or slash shall be left on any transmission or pipeline right-of-way, or drainage ditch leading from a culvert, water bar, intercepting dip or break in berm of road, or in, on, or within 25 feet of a State Forest boundary line, stream, spring seep, dam, lake, trail or within 100 feet of a railroad, building, campsite, or officially designated park, picnic area, vista or forest monument. Tops and slash must be removed 25 feet from roads unless otherwise authorized in writing by the District Forester.  
«DEER\_FENCE»
- (c) Tops and slash within 100 feet of improved State Forest roads or public highways, or within the boundaries of officially designated State Forest parks, picnic areas, vistas or forest monuments shall be lopped to a diameter of 3 inches and scattered evenly over the ground.
- (d) No tops or slash shall be left piled against living trees which in the judgment of the District Forester are required for the future timber stand.
- (e) Disposal of tops and slash must not fall behind cutting. However, when the depth of snow or other conditions make such disposal impracticable the District Forester may give Buyer permission in writing to postpone disposal.

### 14. STRUCTURES, IMPROVEMENTS AND EQUIPMENT

- (a) With the following exceptions, Buyer is authorized to build structures, make improvements and install equipment on State Forest land, which shall be used only for logging and processing the timber stumpage described in this contract:  
«SAWMILZ»
- (b) Structures shall be built, improvements made and equipment installed only at locations designated on the ground by the District Forester.
- (c) Buyer shall remove from State Forest land or otherwise dispose of in a manner which meets with the approval of District Forester, all said structures, improvements and equipment, including debris, rubbish, etc., prior to termination of this contract. Should Buyer fail to remove or dispose of said structures, improvements and equipment the Department either may assume title to said structures, improvements and equipment by giving Buyer written notice or may have said structures, improvements and equipment removed at the expense of Buyer.
- (d) Buyer shall pay Department the net stumpage value, which will be computed in the same manner as indicated under Section 10 of this contract for all merchantable unmarked and/or undesignated trees, which Buyer must remove in order to make way for structures, improvements and equipment. Said trees will be marked by District Forester above and below stump height with red paint. District Forester will invoice Buyer for said merchantable trees which shall become the property of the Buyer.

**15. HAUL AND SKID ROADS, SKID TRAILS AND LANDINGS**

- (a) Buyer, prior to start of logging on the sale area, shall construct main haul roads and improve existing haul roads, including the installation of gates, bridges, culverts at stream crossings and fords, as marked on the ground and shown on sketch map (Exhibit A). Said haul roads, any additional main haul roads approved by District Forester, spur haul roads, skid roads, skid trails, and landings required for the operation of this sale shall be constructed or improved, maintained and abandoned by Buyer at his own expense in accordance with haul road, skid road and skid trail specifications and sketches A, B, C, D, E, F and G attached hereto and made a part of this contract. Additional landings will be constructed at least 200 feet from State Forest and Public roads, streams, ponds, lakes, and marshes to reduce the risk of sedimentation caused by erosion unless otherwise authorized in writing by District Forester.
- (b) Haul roads may be constructed through cutting blocks for which payment has not been made. Buyer shall pay Department the net stumpage value, which will be computed in the same manner as indicated under Section 10 of this contract, for all merchantable trees, not marked or designated by the District Forester for felling by Buyer, which are removed by Buyer from said cutting blocks for main and spur haul road, skid road and skid trail rights-of-way. Said trees will be marked by the District Forester above and below stump height with red paint. District Forester will invoice Buyer for said merchantable trees which will become the property of the Buyer.
- (c) All haul roads, skid roads and skid trails constructed or improved by Buyer shall become or remain the property of Department.
- (d) With the following exceptions, Buyer may use all State Forest roads which lead into or which are within the sale area:  
«HAUL\_PROHIB»
- (e) The use of State Forest roads by Buyer must not prevent or interfere with the customary use of said roads by Department and the public. Plowing or the application of material for traction or ice control on State Forest Roads is prohibited unless authorized in writing by the district forester. State Forest roads, including authorized camp access and haul roads, used or built by Buyer must be kept passable at all times for passenger automobiles except during periods when roads are covered with ice or snow or following other extreme weather related events.
- (f) Buyer shall remove immediately from State Forest roads, including authorized camp access roads, all trees, logs, tops, slash, brush or debris resulting from this timber operation.
- (g) Buyer shall repair immediately, in a manner which meets with the approval of the District Forester, any damage to State Forest roads and State Park roads, including camp access roads, resulting from their use for this timber operation. The repair of general wear and tear to haul roads may be delayed until road retirement, provided the road is kept passable to passenger vehicles and the haul road otherwise meets the requirements of the erosion and sedimentation plan.
- (h) District Forester may notify Buyer in writing to temporarily discontinue use of any of the above said roads whenever in his opinion such action is necessary to prevent serious damage.
- (i) The Department does not guarantee Buyer the use of Township or other public roads for this sale.
- (j) Buyer must comply with the gross weight limit posted at each bridge.
- (k) Buyer must make frequent inspections of haul and skid roads and skid trails and complete the essential maintenance as required by Paragraph 15(a) hereof immediately to the satisfaction of District Forester, when in the opinion of the District Forester conditions are satisfactory for completion of said maintenance. Commencing November 1st, said inspections must be made each work day and essential maintenance completed immediately in anticipation of freezing temperatures and/or snow fall which could make it impossible to complete said maintenance before next Spring and result in serious soil erosion and stream pollution at that time before said roads and trails are in condition for maintenance.
- (l) Failure of Buyer to complete said maintenance immediately as required above, when in the opinion of District Forester conditions are satisfactory for completion of said maintenance, will result in suspension of sale operations by District Forester until said maintenance has been completed to his satisfaction. Buyer must notify District Forester immediately when said maintenance has been completed.
- (m) Should Buyer fail to complete said maintenance within 48 hours following suspension of operations, when in the opinion of the District Forester conditions were satisfactory for completion of said maintenance, Buyer must make a payment of \$200.00 promptly to District Forester by certified or cashier's check payable to the Commonwealth of Pennsylvania. District Forester will refer the matter to the Division of State Forest Management for further action which could result in the termination of sale, appropriation of performance deposit and ineligibility of Buyer to purchase State Forest timber.
- (n) The following haul road information applies: «HR1st1» «HR2nd» «HR3rd» «HR4th» «hr5th»

**16. SAFETY**

The Buyer, his employees and sub-contractors are required to perform all logging operations in a safe manner as required by applicable laws and regulations. The Department expects the Buyer to ensure that logging crewmembers dress in protective attire, and perform their duties with equipment, in accordance with standards established by the logging industry and the Occupational Safety and Health Administration (OSHA)

**17. LOGGER CERTIFICATION**

On-site crew leaders for all logging crews working on this sale must be trained under the Pennsylvania Sustainable Forestry Initiative. Information relating to this training may be found on the internet at [www.sfiopa.org](http://www.sfiopa.org). Each crew leader operating on the sale must present a valid PA SFI Core Level Training card as proof of training to the District Forester prior to beginning logging operations on this sale. Comparable training from other states may be accepted in lieu of Pennsylvania Sustainable Forestry Initiative training.

**18. ENVIRONMENTAL PROTECTION**

- (a) Buyer must take whatever precautions are necessary, in the opinion of the District Forester, to prevent soil erosion, water pollution and other conditions detrimental to the environment on State and private lands.
- (b) Should soil erosion, water pollution, or other conditions detrimental to the environment, occur on State or private lands from the operation of this sale, Buyer, at his own expense, must correct said conditions immediately to the satisfaction of the Department.
- (c) Buyer shall not permit human waste, garbage, kitchen or laundry wash, manure, sawdust or other mill refuse, oil or any other substance harmful or destructive to human, aquatic or fish life to enter any spring, stream, water course, dam, pond or lake.
- (d) Oil drained from equipment shall be placed in suitable containers and disposed of as directed by the District Forester.
- (e) Buyer shall provide, maintain and abandon toilet facilities in accordance with the regulations of the Department at locations approved by the District Forester.
- (f) Garbage shall be disposed of as directed by the District Forester.

**19. FOREST FIRE PREVENTION AND CONTROL**

- (a) During the time this contract remains in force, Buyer shall independently and in cooperation with the Department take all reasonable and practicable action to prevent and extinguish forest fires on or in the vicinity of the sale area and should require his employees, contractors, and employees of contractors to do likewise.
- (b) Buyer shall keep the ground around stationary engines clear of inflammable debris and waste material for a radius of 150 feet.
- (c) No refuse, brush, slash, debris or other material shall be burned without the written consent of District Forester and in accordance with air quality standards. Burning, if approved, shall be conducted by Buyer so that no living forest growth is damaged or killed.
- (d) During periods of abnormal forest fire danger, District Forester may suspend all or part of operations on all or part of the sale area until the forest fire danger subsides. Suspensions and lifting of suspensions will be confirmed immediately in writing by District Forester.
- (e) Slabwood and edgings must not be mixed with sawdust which results from the sawing of any timber stumpage on State Forest land. Sawdust, unless reserved by the District Forester, may be utilized by Buyer without charge.
- (f) Bark from chipping operations shall be piled on the sale area at locations designated by the District Forester. Bark, unless reserved by District Forester, may be utilized by Buyer without charge.
- (g) A fire break must be installed around each slab, bark and sawdust pile, as required by the District Forester.
- (h) Buyer must remove regularly all brush, twigs, leaves and other inflammable material which accumulates around the engine, gearboxes and transmission pan, of rubber tired skidders, stationary engines including chip harvesters, and crawler tractors.
- (i) Oil leaking or dripping from engines must be corrected as soon as possible.
- (j) Rubber tired skidders must be parked at the end of each day's operation on an area from which all brush, tops and other inflammable debris have been removed, within a radius of 25 feet from said skidder.
- (k) A fire extinguisher for Class B and C fires must be carried at all times on all rubber tired skidders, stationary engines including chip harvesters and crawler tractors.

## 20. COMPLAINTS

Complaints of Buyer arising from any action taken by District Forester under the terms of this contract shall not be considered unless such complaints are made in writing to the Department within thirty (30) days following alleged unsatisfactory action. The decision of Department shall be final in the interpretation of the regulations and provisions contained in this contract.

## 21. SUSPENSION OF OPERATIONS AND TERMINATION OF CONTRACT

All or any part of the operations on the sale area, including the removal of felled timber, may be suspended upon written notice by District Forester if any condition or requirement contained in this contract is disregarded by Buyer. Failure of Buyer to comply with any one of said conditions or requirements shall be sufficient cause for the termination of this contract by the Department. In the event of such termination, Buyer shall be liable for any damages sustained by the Department arising from Buyer's operations hereunder and the Department may declare the Buyer ineligible to purchase State Forest timber.

## 22. INSPECTION OF RECORDS

All of Buyer's records pertaining to this contract shall be made available for inspection at any time by District Forester authorized by the Department to make such an inspection with the understanding that the information obtained is for Department use only and shall be treated as confidential.

## 23. DISTRICT FORESTER AND FORESTER DEFINED

The term "District Forester" which appears in this contract refers to the District Forester of the Department in charge of the State Forest District within which this timber sale is located, also to any Forester serving under said District Forester who has been designated by him to assist with the supervision and administration of this sale.

## 24. ASSIGNMENT OF CONTRACT

This contract shall not be assigned in whole or in part without the advance written approval of Department.

## 25. MODIFICATION OF CONTRACT

Unless specifically provided for in this contract none of the terms of this contract shall be varied or modified without the written approval of the Department.

## 26. RIGHTS-OF-WAY OVER PRIVATE LAND

Buyer shall secure and maintain at his own expense all necessary rights-of-way over private land.

## 27. INDEMNITY OF DEPARTMENT

Buyer shall at all times hereafter indemnify and save harmless the Department from and against any and all detriments, damages, losses, claims, demands, suits, costs and expenses not herein provided for, which Department may suffer, sustain or be subjected to directly or indirectly, by reason of this timber sale.

## 28. PERFORMANCE DEPOSIT

- (a) In order to secure the faithful performance of the conditions of this contract, Buyer delivers herewith a corporate bond or other security approved by the State Office of Attorney General for \$53,547.00 and does further agree that said deposit upon failure on the part of Buyer to fulfill all and singular the conditions and requirements herein set forth or made a part hereof, shall be retained by Department to be applied to satisfy the Buyer's obligations assumed hereunder, and Buyer will be placed on a contractor responsibility list and may be declared ineligible to bid on future State Forest timber sales in accordance with Management Directive 215.9 Amended, issued by the Governor's Office. The Department reserves the right to pursue additional legal actions to recover any additional losses. The amount of the performance bond will not be the exclusive remedy for a default.
- (b) The Buyer does further agree that should be sureties on said bond or other security hereafter in connection with the sale become unsatisfactory to the State Office of Attorney General, the Buyer will within thirty (30) days of receipt of demand furnish a new bond or other security with sureties solvent and satisfactory to the State Office of Attorney General. Operations on the sale area will be suspended by District Forester until a new bond or other security satisfactory to the State Office of Attorney General has been furnished by Buyer.

**29. OIL AND GAS LEASE**

Oil and gas lease number «OAG» on this timber sale has been executed by:  
«OAG\_leasee» with place of business at:  
«OAG\_contact»

Buyer shall not fell trees so that they fall on, or locate sawmills within 150 feet of existing or proposed oil and gas wells or compressor station sites or pipelines serving same. Buyer shall secure prior permission in writing from Lessee to use roads improved or constructed by said Lessee, also to haul or skid on or across well or compressor station sites or pipelines. Buyer prior to use shall furnish District Forester with a copy of Lessee's letter granting said permission.

**30. EXTENSION OF EXPIRATION DATE OF CONTRACT**

The expiration date of this contract may be extended at the discretion of the Department. When the District Forester suspends sale operations in writing for any reason other than Buyer non-compliance, the contract can be extended at no cost to the Buyer for a period equal to the period of suspension. If for any other reason an extension beyond the contract expiration date becomes necessary, the Buyer must submit a written request 30 days prior to contract expiration date to the District Forester stating the period of extension requested in months and reasons why the contract cannot be completed by the expiration date. For each month of the requested extension period, Buyer will pay to the Department five (5) percent of the value of all cutting blocks not released by the District Forester at the effective date of the extension. Payment in full for each extension in the form of a certified, cashier's or treasurer's check or postal or express money order payable to the Commonwealth of Pennsylvania must accompany the request for extension. If the extension is granted and sale operations are completed prior to the end of the extension period, no refunds will be made.

If sale operations have not been completed by the contract expiration date and a contract extension has not been approved by the Department, sale operations will be suspended. If an extension is subsequently approved, Buyer must make payment as outlined above to include the period of suspension, and required performance bond to cover period of extension.

**31. GYPSY MOTH QUARANTINE - 31 (U.S. DEPARTMENT OF AGRICULTURE)**

Buyer must contact the United States Department of Agriculture, Inspector located at: \_\_\_\_\_  
«Gypsy\_Moth\_Address»

concerning inspection and certification to move any timber, forest products or other materials from the sale area or from any point within the quarantined area to or through any points outside the quarantined area. If no evidence of Gypsy Moth infestation is found by Inspector a blanket certificate will be issued for the sale area. Should an infestation be found it will be necessary for the Inspector to make additional inspections as frequently as necessary in order to certify all timber, forest products, etc. to be moved from the sale area to or through any points outside the quarantined area.

**32. NOTIFICATION BY BUYER OF SUSPENSION OF SALE OPERATIONS**

Buyer must notify District Forester immediately in writing when he discontinues operations of this sale; also when he desires to resume operations of sale. Buyer must not resume operations until he has received a written reply from the District Forester that haul and skid roads and skid trails are in satisfactory condition to resume operations.

**33. NON-DISCRIMINATION CLAUSE**

Included in and made a part of this contract is Exhibit "C", a clause prohibiting discriminatory practices by the contractor.

**34. SEEDING SALE AREA**

The following area(s) must be seeded for this sale: **«SEEDIN»**

**35. THE ATTACHED EROSION AND SEDIMENTATION CONTROL PLAN IS MARKED EXHIBIT D AND INCORPORATED HEREIN.**

**36. CONTRACTOR INTEGRITY PROVISIONS**

Included in and made a part of this contract is Exhibit "E", a clause outlining expected ethical standards for the handling of financial and confidential information

IN WITNESS WHEREOF, the parties hereto have duly executed this contract in triplicate. (All signatures must be written in longhand with ink.)

WITNESS: \_\_\_\_\_  
 COMMONWEALTH OF PENNSYLVANIA  
 DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
 By \_\_\_\_\_ (Seal)  
 Daniel Devlin, State Forester

WITNESS: \_\_\_\_\_  
 BUYER: «Buyer»  
 By \_\_\_\_\_  
 \_\_\_\_\_  
 By \_\_\_\_\_  
 \_\_\_\_\_  
 By \_\_\_\_\_  
 \_\_\_\_\_  
 By \_\_\_\_\_

ATTEST: \_\_\_\_\_  
 CORPORATION: «CORPORATE»  
 By \_\_\_\_\_ (Seal)  
 Secretary President

APPROVED AS TO LEGALITY AND FORM

By \_\_\_\_\_ PRE-APPROVED \_\_\_\_\_  
 Office of Attorney General Chief/Assistant Counsel

**BUYER'S STATE SALES TAX STATEMENT**

I/We will use personally the following timber for which sales tax is included with my/our initial payment for the timber purchased under this contract:

PRODUCT	VOLUME	UNIT	SALE PRICE		AMOUNT OF SALES TAX (6 %)
			PER UNIT	TOTAL	
_____	_____	_____	_____	_____	_____

«Buyer»

\_\_\_\_\_  
 Signature of Buyer

(If all of the timber will be resold to others, Buyer must write "None" under last column and sign statement)

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## EXHIBIT C

### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

Each contract entered into by a governmental agency shall contain the following provisions by which the contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigations, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

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## **EXHIBIT - D**

### **COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES SILVICULTURE SECTION**

#### **EROSION AND SEDIMENT CONTROL PLAN**

The Erosion and Sediment Control Plan will be included with all Tree Estimate Timber Stumpage Sale (FM-T-7) and District Timber Sale (FM-T-4) Contracts. State law requires a copy of the erosion and sedimentation plan be on site at all times for all timber harvesting operations. Any timber sale with more than 25 acres of haul road, skid trail and landing construction or disturbance must have the appropriate Title 25 Pa. Chapter 102 permit. Buyers must comply with the plan and take any additional precautions that are necessary in the opinion of the district forester to prevent soil erosion and sedimentation during the operation of this sale. Should soil erosion and sedimentation occur on state or adjacent private lands from the operation of this sale, the buyer, at his own expense, must correct the conditions immediately to the satisfaction of the Department. All sale operations must conform with erosion and sediment control regulations. The following are the standard requirements for all timber sales conducted on state land. The forester responsible for the sale must adapt this general plan for any special or unusual circumstances that occur in a timber sale. The requirements to satisfy these special or unusual circumstances are found in the prospectus.

#### **SPECIAL REQUIREMENTS NO. 8 EROSION AND SEDIMENT CONTROL PLAN**

In accordance with Rules and Regulations of Code Chapter 102. Supplement to Tree Estimate Timber Stumpage Sale (FM-T-7). District Timber Sale (FM-T-4) Contracts and Forest Product Permit (FM-T-15). The buyer must comply with Paragraphs III, A through G below, and take any additional precautions necessary in the opinion of the district forester to prevent soil erosion and sedimentation during the operation of this sale. Should soil erosion and sedimentation occur on State or private lands from the operation of this sale, the buyer, at his expense, must correct said conditions immediately to the satisfaction of the Department.

##### **I. LOGGING**

Hauling or skidding or placing fills or other obstructions in live or intermittent streams is prohibited. Skidding across live or intermittent streams is prohibited except over bridges or culverts that are approved according with Chapter 105 regulations and by the district forester. Hauling across live or intermittent streams is permissible over bridges, culverts or fords that are approved according to Chapter 105 regulations and by the district forester. Fords are prohibited on all sale areas that are located on the watershed of a municipality, institution or domestic water supply.

##### **II. DISPOSAL OF TOPS, SLASH AND OTHER LOGGING DEBRIS**

No tops or slash shall be left on any drainage ditch leading from a culvert, water bar, intercepting dip or break in berm of the road, or within 25 feet of a stream, dam, or lake. The exception to this is if in the opinion of the district forester, the tops and slash are needed to control an existing erosion problem.

##### **III. HAUL AND SKID ROADS AND SKID TRAILS**

The buyer, prior to the start of logging on the sale area, shall construct or improve main haul roads and/or secondary haul roads, including the installation of bridges, culverts at stream crossings and fords as marked on the ground and show on sketch (Attachment A of the prospectus.) The district forester must approve additional roads requested by the buyer. All haul roads, spur haul roads, skid roads and skid trails required for the operation of this sale shall be constructed or improved, maintained and abandoned by the buyer at his expense. The following specifications must be followed under the direction of the district forest.

### III. HAUL AND SKID ROADS AND SKID TRAILS (Continued)

#### A. Main Haul Road Specifications

1. Location – Main haul roads shall be constructed by the buyer prior to the start of logging operations as delineated on the sketch of the sale or as designated on the ground
2. Clearing – Clearing shall be wide enough to allow the construction of a road having a minimum width of 24 feet including ditches. Where turnouts are required, additional clearing may be necessary.
3. Grading – Roads shall be in-sloped or crowned as directed. Cut slopes may be as steep as the soil formation or material will allow. Undercutting of slopes is prohibited.
4. Drainage – Open top culverts, underground culverts (e.g., metal, plastic, concrete, wood), intercepting dips of the size and type specified. The devices shall be installed or constructed by the buyer at locations designated. When any cross drainage or intercepting dip is less than 25 feet from a stream crossing on a public or domestic watershed, the buyer shall install a sump at the discharge end of dip to receive the water before it is discharged. The berm on the outside of the road shall be broken at strategic locations marked on the ground to allow run-off to flow away from the road. Such breaks may be made with a bulldozer. For soil washes at the discharge end of culverts, intercepting dips, water bars, or breaks in the berm of the road, a floor of 2-inch plank or hand-placed rock shall be installed.
5. Culverts, Fords, and Bridges – All the follow stream crossings must be installed and maintained as specified in the Chapter 105 permit approved for each structure. The buyer shall install specified culverts where roads cross intermittent or perennial streams. Culverts shall be placed on the stream bottom and shall be of sufficient length to extend beyond the toe of road embankment. The locations of approved fords are shown on the sketch of the sale area (Attachment A to the prospectus). Fords must be at right angle to stream and must have solid approaches. A heavy application of clean stone or shale for minimum distance of 100 feet on each side of the stream may be required to provide a solid approaches. Bridges may be required when culverts or fords are not feasible.
6. Maintenance – Drainage structures shall be kept open and functioning at all times. Stone or shale shall be spread on intercepting dips that are graded to allow run-off to drain into ditches and other structures. All bridges, drain pipes and culverts installed by buyer shall be removed unless otherwise specified in the contract or the buyer is notified in writing to leave certain installations in place. All drainage ways shall be opened and deepened so as to handle major storm water events. The buyer may be required to install additional earth or log water bars or scatter brush between water bars. The above provisions shall be carried out as each haul road or portion is abandoned prior to the completion of logging operations. All haul roads must be retired with an approved seed mixture upon retirement unless otherwise directed.
7. Retirement or Abandonment – The surface of the road shall be graded to remove all wheel ruts. Fenders and high shoulders shall be graded to allow run-off to drain into ditches and other structures. All bridges, drain pipes and culverts installed by buyer shall be removed unless otherwise specified in the contract or the buyer is noticed in writing to leave certain installations in place. Cross drains and culverts shall be replaced by earthen or log water bars as directed. All drainage ways shall be opened and deepened so as to handle major storm water events. The buyer may be required to install additional earth or log water bars or scatter brush between water bars. The above provisions shall be carried out as each haul road or portion is abandoned prior to completion of logging operations. All haul roads must be retired with an approved seed mixture upon retirement unless otherwise directed.

#### B. Secondary Haul Road Specifications

1. Location – Secondary haul roads shall be constructed by the buyer prior to the start of logging operations as delineated on the sketch of the sale or as designated on the ground.
2. Clearing – Clearing shall be wide enough to allow the construction of a road having a minimum width of 18 feet including ditches. Where turnouts are required, additional clearing may be necessary.
3. All other specifications described under Main Haul Road Specifications Paragraph A, 3 through 7 shall apply.

### III. HAUL AND SKID ROADS AND SKID TRAILS (Continued)

#### C. Spur Haul Road Specifications

1. Location – Spur Roads will be located on the ground by the administering forester in company with the buyer. The buyer, at his expense, will construct these roads as the timber operations progress.
2. Clearing – Clearing for right-of-way and roadway will be only enough to allow safe and unhindered movement of trucks and other equipment.
3. All other specifications described under Main Haul Road Specifications Paragraph A, 3 through 7 shall apply.

#### D. Skid Road Specifications

1. Location – Skid roads will be located on the ground by the administering forester in company with the buyer. The buyer, at his expense, will construct these roads as the timer operations progress. Skidding across live or intermittent streams is prohibited, except over approved culverts or bridges.
2. Clearing – Forester will specify the width of clearing to accommodate the type of skidding equipment to be used.
3. All other specifications described under Main Haul Road Specifications Paragraph A, 3 through 7 shall apply.

#### E. Skid Trail Specifications

1. Location – The location of skid trails shall be carefully selected by the buyer. Any skid trail that does not meet the approval of the district forester shall be relocated immediately as directed. Skid trails shall be wide enough to accommodate the type of equipment used. Grades shall be kept as low as possible. Skidding across live or intermittent streams is prohibited, except over approved culverts or bridges.
2. Drainage – Water turnouts shall be constructed and maintained as necessary.
3. Maintenance and Abandonment – Skid trails shall be maintained and abandoned to keep water off the trails and prevent washing. Where required the buyer shall scatter brush on trails to prevent washing. The buyer shall repair immediately any damage to State Forest roads, including camp access roads as a result of his logging activities.

F. The district forester may notify the buyer in writing to temporarily discontinue use of any roads and trails when in his opinion such action is necessary to prevent serious damage.

G. The buyer must make frequent inspections of haul and skid roads and skid trails and complete the essential maintenance as required by Paragraph III, A hereof immediately to the satisfaction of the district forester, when in the opinion of the district forester conditions are satisfactory for completion of said maintenance. Commencing November 1<sup>st</sup>, and ending May 1<sup>st</sup>, said inspections must be made as necessary and essential maintenance completed immediately in anticipation of freezing temperatures and/or snowfall. Serious soil erosion and stream pollution could result before next spring if said maintenance is not completed before freezing temperatures make it impossible. The buyer should make every effort to insure roads and trails are in a condition that allows ease of maintenance.

H. Failure of buyer to complete said maintenance immediately as required above, when in the opinion of district forester conditions are satisfactory for completion of said maintenance, will result in suspension of sale operations by the district forester until said maintenance has been completed to his satisfaction. The buyer must notify the district forester immediately when said maintenance has been completed.

I. Should the buyer fail to complete said maintenance within 48 hours following suspension of operations, when in the opinion of the district forester conditions were satisfactory for completion of said maintenance, the buyer must make a payment of \$200.00 promptly to the district forester by certified or cashier's check payable to the Commonwealth of Pennsylvania. The district forester will refer the matter to the Sivilculture Section for further action, which could result in the termination of sale and appropriation of performance deposit.

J. Construction and/or improvement of main haul roads, spur roads and skid roads must be generally started during dry, unfrozen soil conditions and must not be completed during wet or frozen conditions, unless otherwise authorized in writing by the district forester.

#### **IV. SUSPENSION OF OPERATIONS AND TERMINATION OF CONTRACT**

All or any part of the logging operations, including the removal of felled timber, may be suspended upon written notice by the district forester if any condition or requirement contained in this plan is disregarded by the buyer. Failure of the buyer to comply with any one of said conditions or requirements shall be sufficient cause for the termination of this contract. In the event of such termination, the buyer shall be liable for all damages sustained by the Department arising from buyers operations.

#### **V. NOTIFICATION BY BUYER OF SUSPENSION OF SALE OPERATIONS FOR THE WINTER**

The buyer must notify the district forester in writing when he discontinues operations of this sale for the winter, also when he desires to resume operations of sale the following spring. The buyer must not resume operations until he has received a written reply from the district forester that haul and skid roads and skid trails are in satisfactory condition to resume operations.

#### **VI. SEEDING SALE AREA**

Seeding specifications are found in this prospectus for this sale.

## EXHIBIT - E

### COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES SILVICULTURE SECTION

#### CONTRACTOR INTEGRITY PROVISIONS

1. Definitions
  - a. **Confidential information** means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth
  - b. **Consent** means written permission signed by a duty authorized officer or employee of the Commonwealth, provided that when the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution.
  - c. **Contractor** means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
  - d. **Financial interest** means:
    - (1) ownership of more than 5% interest in any business, or
    - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of Management.
  - e. **Gratuity** means any payment of more than normal monetary value in the form of cash, travel entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. This Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
3. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.
4. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote or other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
5. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give or agree or promise to give anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
6. Except with the consent of the Commonwealth, neither the Contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
7. Except with the consent of the Commonwealth, the Contractor shall not have a financial interest in any other contractor subcontractor, or supplies providing services, labor, or material on this project.
8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
10. The Contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of that official's agents or representatives, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the contractor's integrity or responsibility, as these terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents or files of any type or form which refer to or concern this agreement. Such information shall be retained by the Contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.
11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or misuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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## EXHIBIT F

### COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF CONSERVATION OF NATURAL RESOURCES DIVISION OF STATE FOREST MANAGEMENT

#### HAUL ROADS

##### CLASSIFICATIONS

##### **1. Main Haul Roads**

Main haul roads are primarily for access to a timber sale area or where the volume to be cut requires a road which will bear traffic during most of the year with minimum wear and tear on equipment or where future use is planned to access additional sales or compartments.

##### **2. Secondary Haul Roads**

Secondary haul roads are roads which provide access to State Forest areas from which limited timber volume will be removed, where construction of main haul roads is unnecessary or impractical, or where no future use of the road is planned.

##### **3. Spur Haul Roads**

Spur haul roads are roads that are generally extensions of other haul roads and are designed for light traffic and limited use on a specific timber sale area. Spur haul roads which lead into the main haul road are for use over a short period of time and over which a minimum volume will be hauled.

##### **4. Skid Roads**

Skid roads are for primary removal of timber products from a portion of the sale area to the landing or yarding areas. They must bear heavy use in all types of weather and must be located and constructed prior to start of cutting in each block.

##### **5. Skid Trails**

Skid trails are used to skid logs from the stump to the main skid road and other destinations and are selected as logging progresses. Trails receive limited use and generally require no construction.

##### MAIN HAUL ROAD SPECIFICATIONS

##### **1. Location**

Main haul roads, including all drainage facilities, will be located and designated on the ground by the District Forester and will be shown on the sketch of the area. Adequate sediment filtration strips as specified by the Timber Management Manual must be left adjacent to all watercourses.

##### **2. Clearing**

Clearing shall be wide enough to allow the construction of a road having a minimum width of 18 feet including ditches (a 16 feet running surface). Where turnouts are required, additional width will be cleared as designated by Forester. The right-of-way width must be 24 feet minimum to allow proper drying action by the wind and sun. Tree stumps in the right-of-way may be pushed out with a bulldozer. All stumps, roots, and other debris must be moved back beyond cleared right-of-way. Slash resulting from clearing of right-of-way for roadwork shall be immediately lopped and scattered sufficiently.

##### **3. Road Width**

Main haul roads will have a sixteen (16) foot wide running surface. This does not include ditches.

##### **4. Grading**

Main haul road shall either be insloped, outsloped, or crowned as specified by District Forester. See sketch B. Ditches must be constructed on all roads except- where roads cross rock formations. Banks and cut slopes may be as steep as the soil formation or material will allow, as determined by District Forester during construction. Undercutting of slopes is prohibited. Rock and surfacing material is sometimes available from State Forest land and in those cases may be used without charges. Such material will be available only from locations designated by the District Forester.

MAIN HAUL ROAD SPECIFICATIONS (continued)

**5. Drainage**

Broad based dips, underground culverts and intercepting dips (Sketch D) of sizes and types specified by the District Forester will be installed or constructed at locations designated by the District Forester. When any cross drainage or intercepting dip is within 25 feet of stream crossing on a general watershed or within 50 feet of a stream crossing on a public or private watershed, Buyer shall install a sedimentation basin at the discharge end to receive water before it is discharged into the woods.

Berm on the outside of the road shall be broken at strategic locations to allow drainage of the road surface. Such breaks may be with a bulldozer and will be located by the District Forester. If soil washes at the discharge end of culverts, intercepting dips, water bars, or breaks in the berm, a floor of two inch plank or hand placed rock shall be provided. At discharge ends, tail ditches will be of sufficient length to insure drainage does not back up to road surface.

**6. Culverts, Bridges, and Fords**

Culverts, as specified by the District Forester and approved according to Chapter 105 regulations shall be placed in the bottom on the stream channel and covered with appropriate fill material. Culvert ends shall extend several feet beyond the toe of road embankment. All culverts must be installed in accordance with the provisions of the Encroachment Permit.

Bridges, as specified by the District Forester and approved according to Chapter 105 regulations must be installed where roads cross intermittent or live stream channels in accordance with the provisions of the Encroachment Permit. Any bridge design must be approved by the District Forester prior to construction.

Fords, as specified by the District Forester and approved accordance to Chapter 105 regulations are permissible only when it is not feasible to install a bridge or culvert. Fords must have solid bottoms and approaches that contain rock, stone, timber, or gravel. Fords must always be located at right angles to the stream channel. SKIDDING ACROSS FORDS IS PROHIBITED.

**7. Maintenance**

Drainage structures shall be kept open and functioning at all times. Gravel or shale shall be spread on intercepting dips which become subject to erosion. Road surfaces shall be maintained so as to allow water to be drained from the roadway. Loose boulders and slide material shall be removed from roadway and side ditches.

**8. Gates**

All main haul roads must be gated with an approval type of gate as shown on the attached gate specifications. When main haul roads are retired, they will remain gated or otherwise closed to travel.

**9. Permits**

All terms, conditions and specifications of Highway Occupancy Permits, Encroachment Permits and Erosion and Sedimentation Control Plans applicable to this road will be followed.

**10. Retirement**

Roadways should be graded to eliminate any wheel ruts and to make certain that water runs off in the ditches. Fenders and high outside shoulders shall be removed. Prior to termination of the contract, the Buyer must remove all bridges, culverts and other structures which he installed. However, the District Forester may require that certain said structures be left in place and must notify the Buyer accordingly in writing.

Cross drains and culverts are to be replaced by earth or log water bars. Additional water bars are to be installed when they are necessary to prevent erosion and allow grass to become established. All drainage ways are to be opened and deepened to carry the water off and away from the road. All road and disturbed areas will be seeded as specified by the District Forester.

### SECONDARY HAUL ROAD SPECIFICATIONS

All specifications for main haul roads will apply to secondary haul roads with the following exceptions:

**1. Clearing**

The road right of way clearing will be wide enough to permit construction of the secondary haul road. Where a wider width is required, it will be specified by the District Forester.

**2. Road Width**

Secondary haul roads will have at least a twelve (12) foot running surface. Where a wider road is required, it will be specified by the District Forester.

**3. Gates**

A gate will not be required if the secondary haul road intersects a gated or otherwise barricaded road.

### SPUR HAUL ROAD SPECIFICATIONS

All specifications for secondary haul roads will apply to spur roads with the following exceptions:

**1. Location**

The location of spur haul roads will be approved by the District Forester in advance of, or in the company of the Buyer or his representative. The location is not normally shown on the sketch of the sale area.

**2. Width**

Spur haul roads will be wide enough to allow the safe movement of trucks and equipment. ‘

**3. Gates**

Gates will not normally be required for spur haul roads.

### SKID ROAD AND TRAIL SPECIFICATIONS

Specifications applicable to spur haul roads will apply to skid roads and skid trails with the following exceptions

**1. Location**

The location of skid roads and trails must be satisfactory with the District Forester. Grades must be kept as low as practical

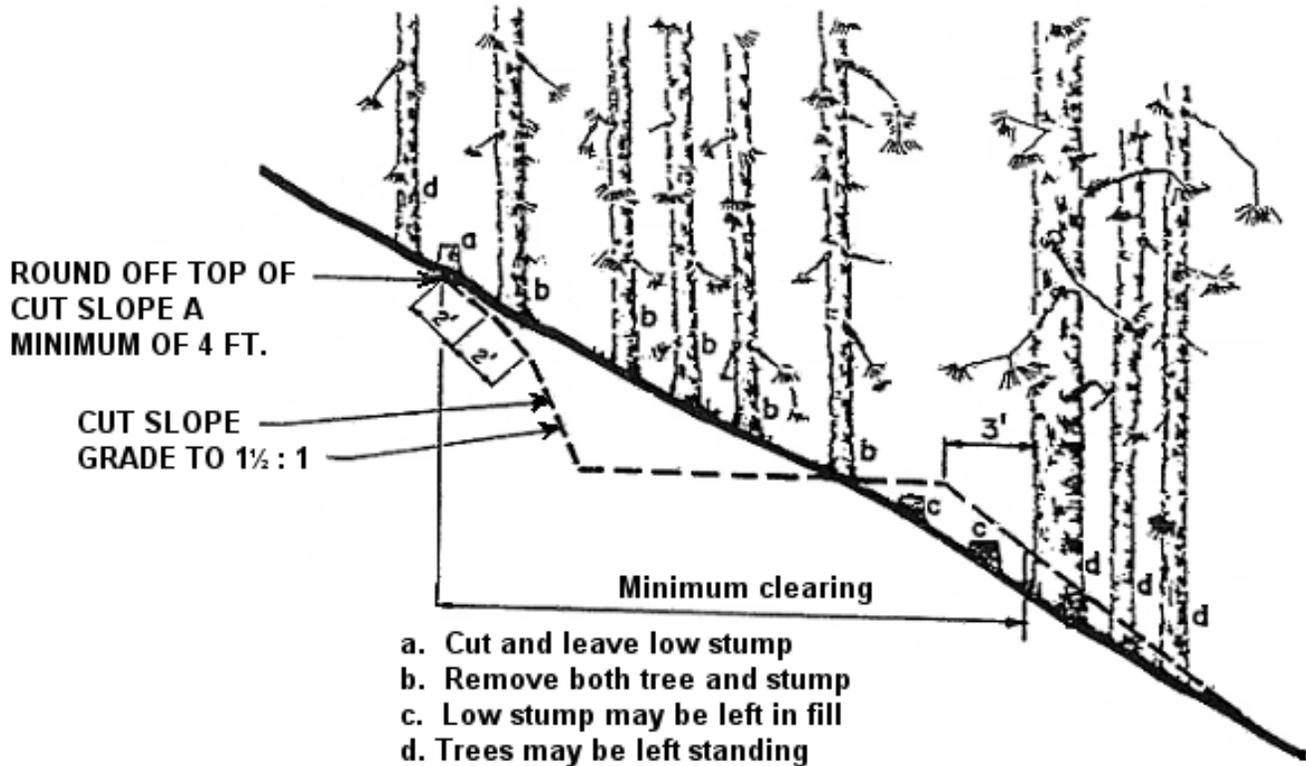
**2. Width**

The District Forester will specify the width of clearing permitted and will adjust same to accommodate the type of equipment being used. The width of skid roads and trails will be no wider than necessary. In most cases right-of-way clearing will not be necessary.

**3. Maintenance and Retirement**

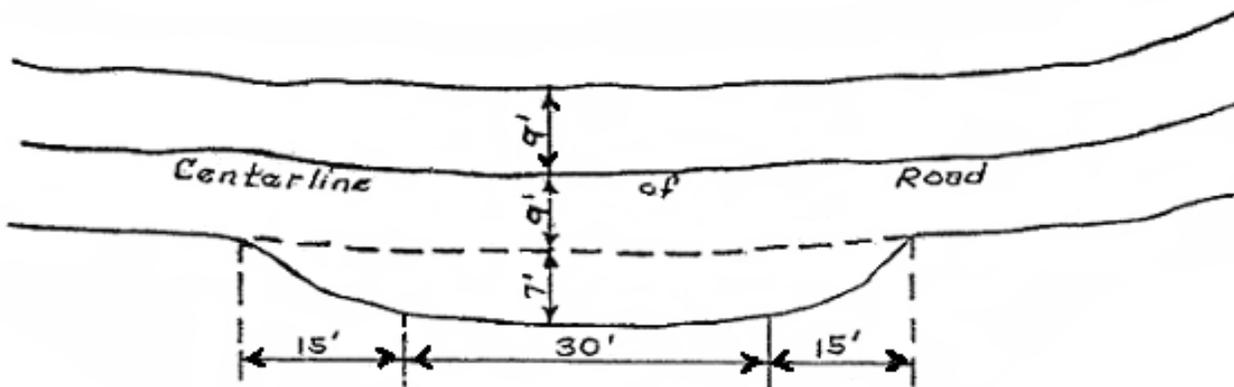
Drainage structures shall be constructed and maintained as necessary. Action will be taken immediately to correct erosion problems which are associated with skid roads and skid trails.

## HAUL ROAD CONSTRUCTION SKETCH A CLEARING FOR A CUT AND FILL ROAD



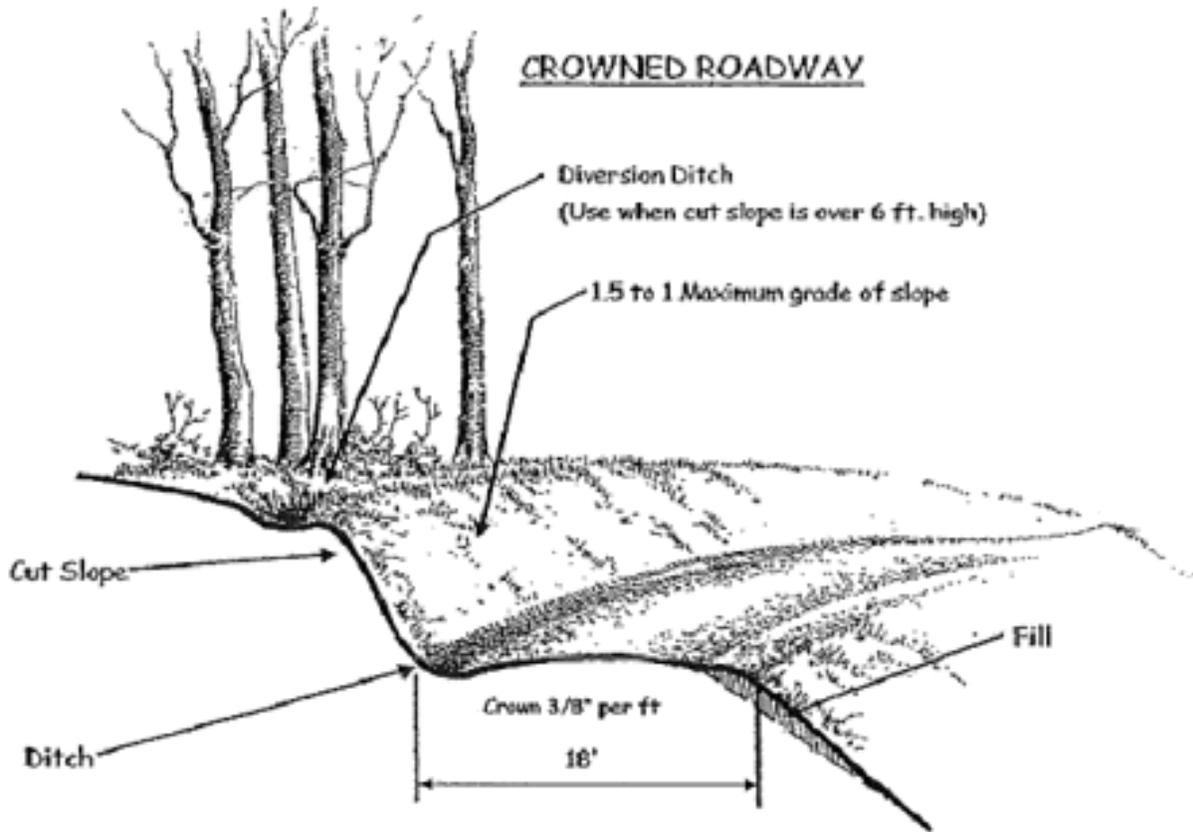
1. Construct road so that hauling will be on solid ground, not on fill.
2. Inslope from fill to cut shall have a fall of not less than 1/4" and not more than 3/8" per foot.
3. Drainage water shall be carried across the road to fill slope by intercepting dips or culverts.

## TURNOUT FOR HAUL ROAD

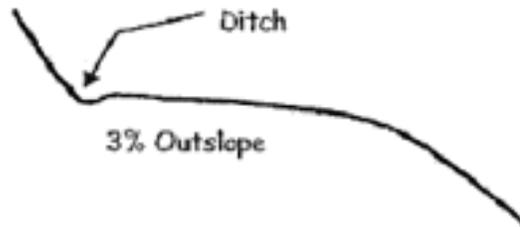


# SKETCH B

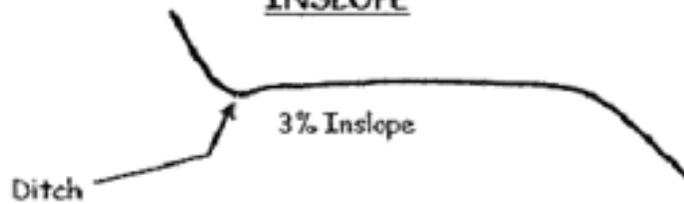
## ROADWAY DRAINAGE



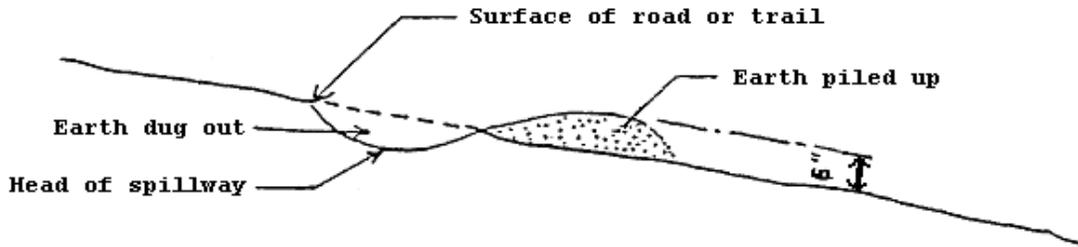
### OUTSLOPE



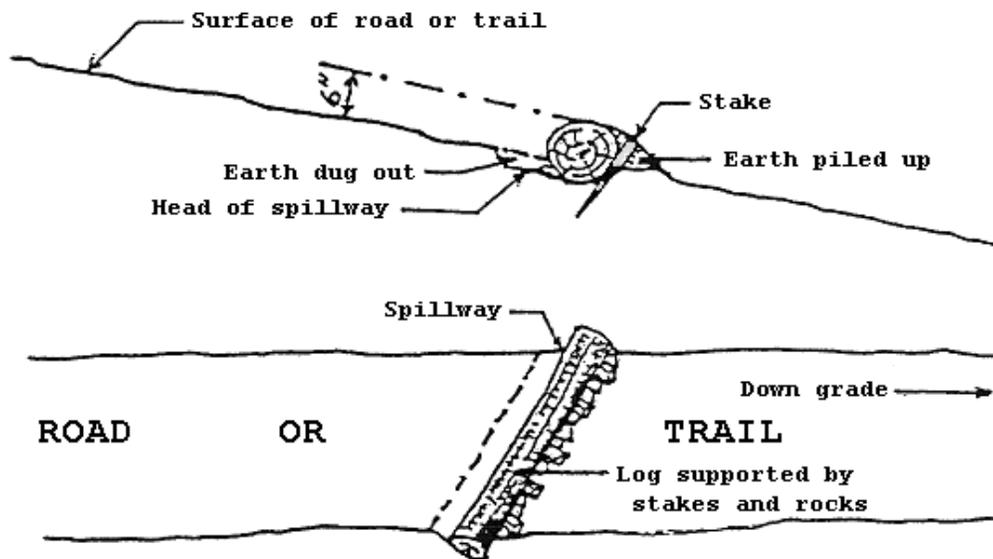
### INSLOPE



## SKETCH C EARTHEN WATER BAR



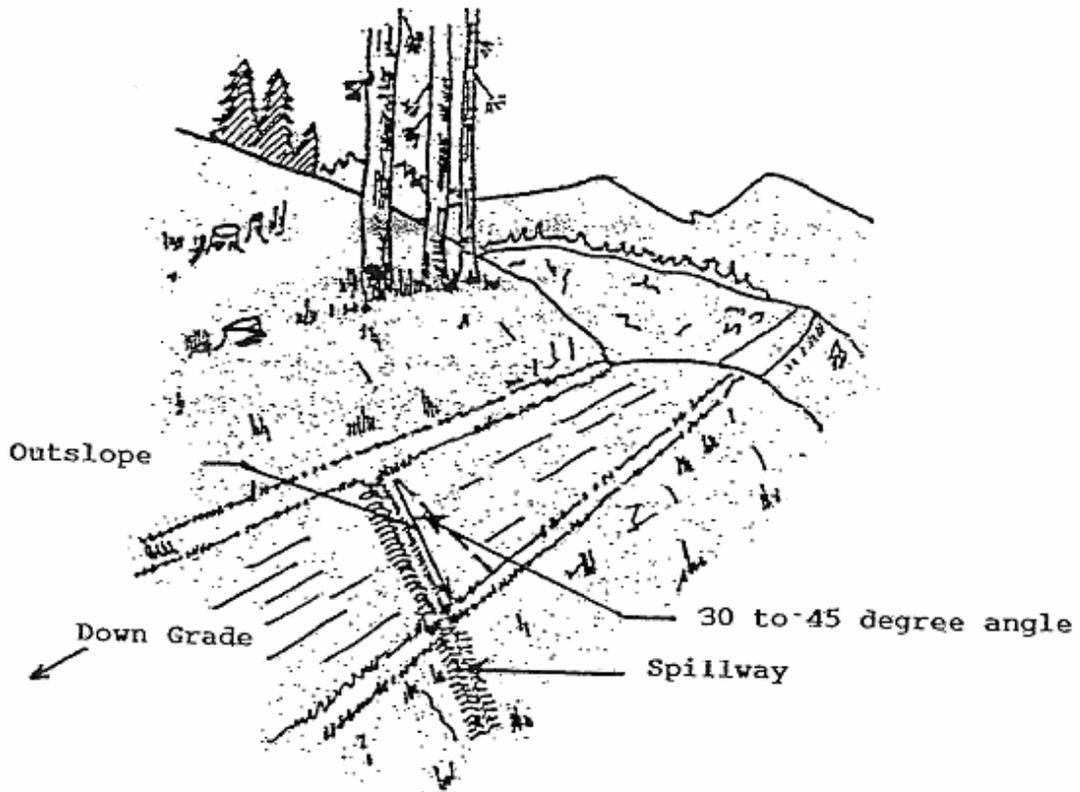
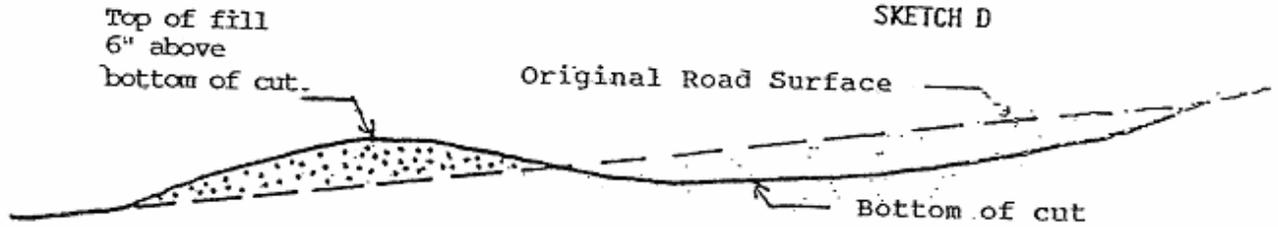
## LOG WATER BAR



1. Dig trench with mattock at slight angle to road or trail. Fall across road or trail to head of spillway should be no less than  $\frac{1}{8}$ " nor more than  $\frac{3}{8}$ " per foot.
2. Cut log 8" diameter for water bar. Recommend use of crooked, damaged or broken-top tree. Fender logs also make good water bars.
3. Place log in trench. make sure trench is deep enough to keep water from running under log.
4. Place stakes or rocks on down hill side to hold log in trench.

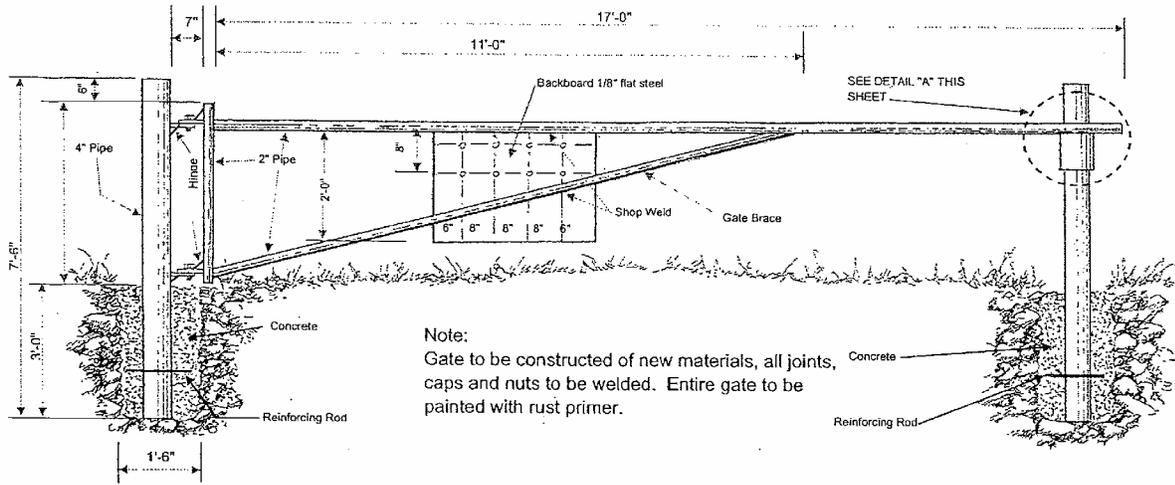
INTERCEPTING DIP

SKETCH D



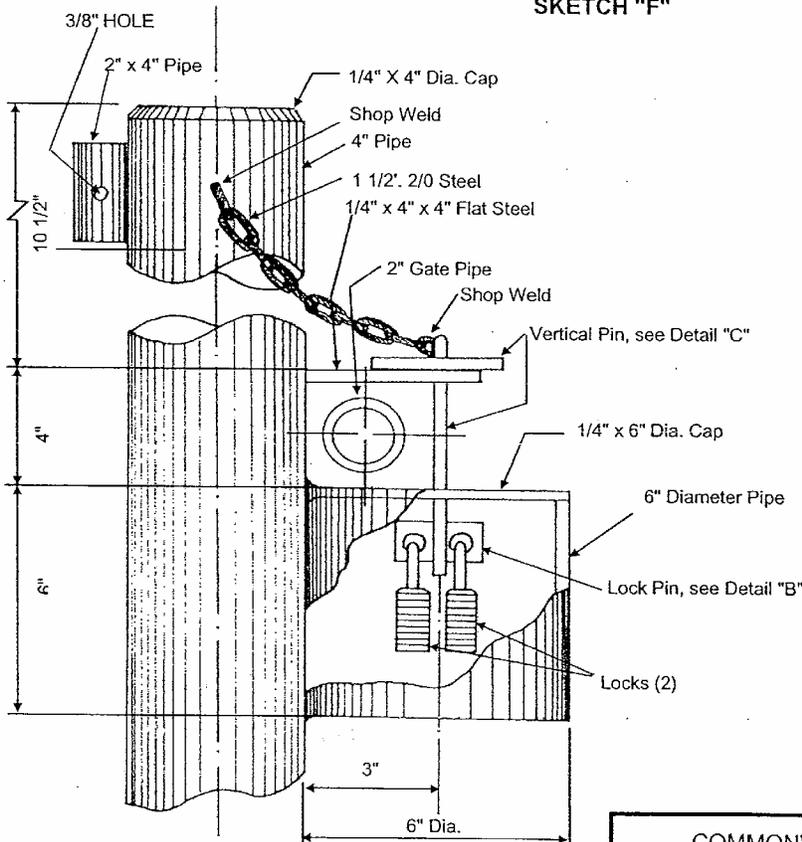
1. Dip to be below outcurves, above incurves, and elsewhere as required by Forester.
2. Horizontal distance from top of fill to bottom of cut is 15' for all Roads. Horizontal distance from bottom of cut to original road surface (upslope from dip) is as follows: Grade to 5% - 50'; grades over 5% - add 5' for each % over 5.
3. Dip shall be outsloped. Spillway from dip shall be protected from erosion.
4. Dip should be placed at an angle of 30 to 45 degrees across road.
5. Dip shall have a fall of 1/8" to 1/4" per foot.
6. If spillway erodes, provide a floor of 2" plank or hand-placed rock.
7. Intercepting dips shall not be used for grades over 10%. An approved culvert is used for grades exceeding 10%.

**SKETCH E - STANDARD GATE**



**GATE ASSEMBLY**

**SKETCH "F"**

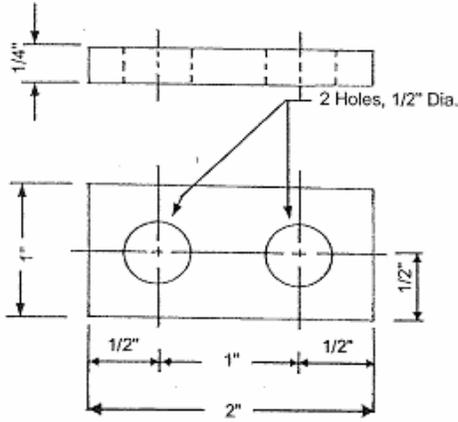


**LOCKING POST**

Detail "A", 2 Required

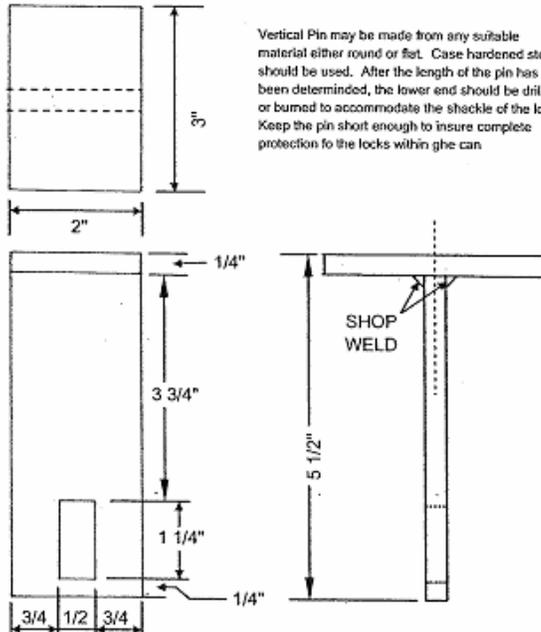
COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES	
STANDARD HAUL ROAD GATE	
October 5, 2005	Page 1 of 2

NOTE:  
GATE MAY BE CONSTRUCTED OF EITHER  
(3/16" Minimum) PIPE OR SQUARE STOCK, NO  
MIXING OF MATERIALS



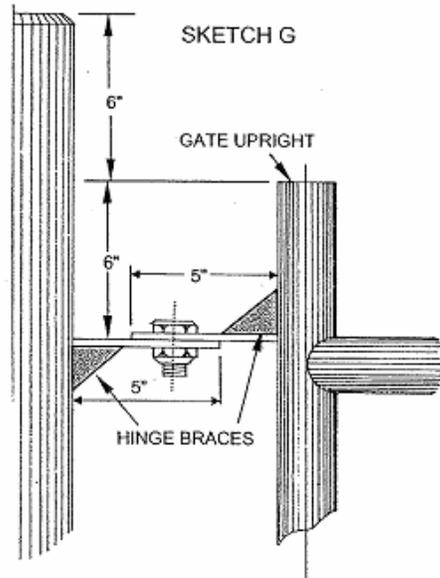
**LOCK PIN**  
Detail "B", 2 Req'd

STANDARD GATE			
BILL OF MATERIALS			
ITEM	QTY	SIZE	MATERIALS
Post	3	4" Dia X 7'-6"	Steel Pipe/Square
Top Gate Bar	1	2" Dia X 17'-0"	Steel Pipe/Square
Gate Brace	1	2" Dia X 12'-0"	Steel Pipe/Square
Gate Upright	1	2" Dia X 4'-0"	Steel Pipe/Square
Lock Cover	2	6" Dia X 5 1/2"	Steel Pipe/Square
Post Cap	3	1/4" X 4"	Flat Steel
Lock Cover Cap	2	1/4" X 6"	Flat Steel
Lock Slide Holder	2	1/4" X 4" x 4"	Flat Steel
Lock Slide Top	2	1/4" X 2" X 3"	Flat Steel
Lock Slide Tong	2	1/4" X 2" X 5 1/4"	Flat Steel
Hinge Halves	4	1/4" X 2" X 5"	Flat Steel
Hinge Pins	2	3/4" X 1 1/4"	Case Hard Nut & Bolt
Hinge Braces	4	1/4" X 1 1/2" X 1 1/2"	Flat Steel
Reinforcing Rod	4	1/2" X 12"	Steel Bar
Concrete	20	80 Lb. Bags	Dry Sack Ready Mix
Paint	1	Quart	Primer, Rust Prevent.
Lock Pin	2	1/4" X 1" X 2"	Flat Steel
Chain	2	1 1/2"	2/0 Steel
Backboard	1	1' X 2' X 3' X 1/8"	Flat Steel



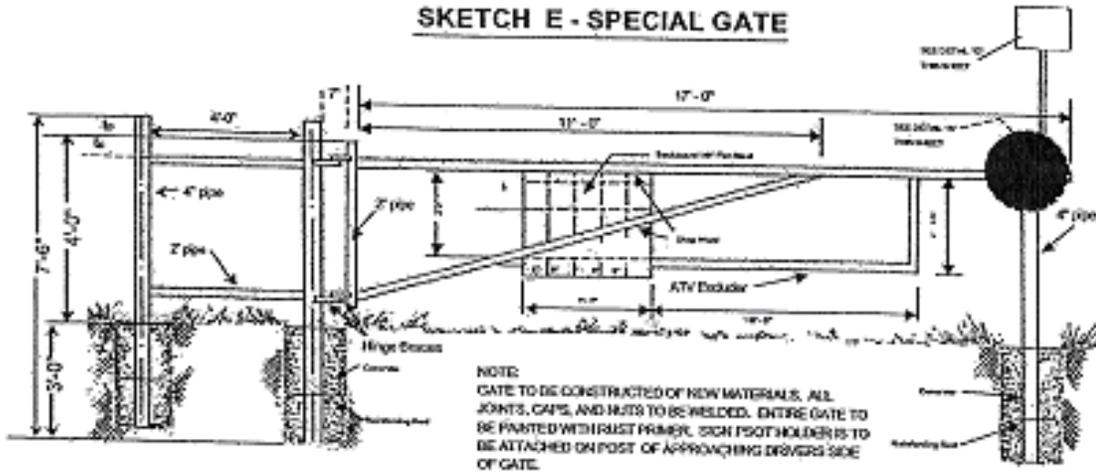
Vertical Pin may be made from any suitable material either round or flat. Case hardened steel should be used. After the length of the pin has been determined, the lower end should be drilled or burned to accommodate the shackles of the lock. Keep the pin short enough to insure complete protection to the locks within the can.

**VERTICAL PIN**  
Detail "C", 2-Req'd

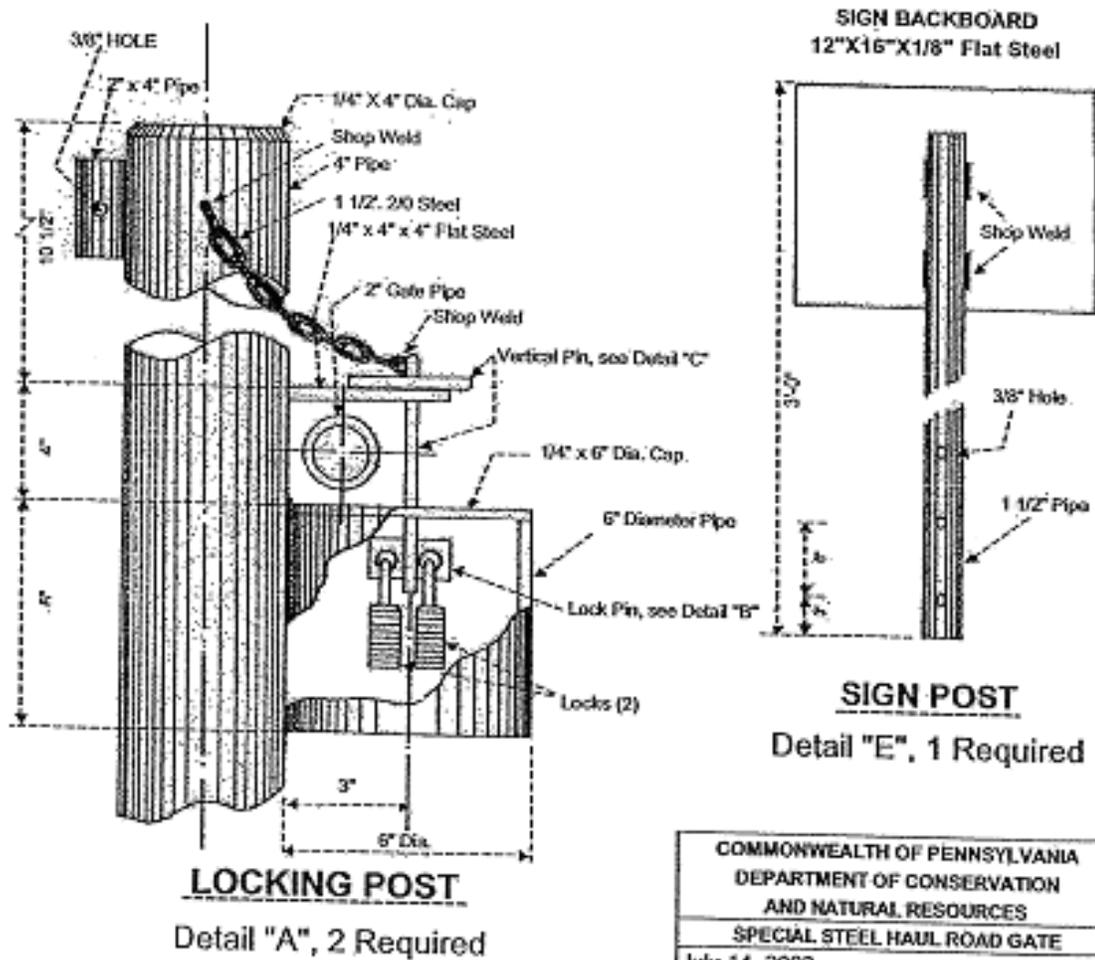


**GATE HINGE**  
Detail "D", 2-Req'd

**SKETCH E - SPECIAL GATE**

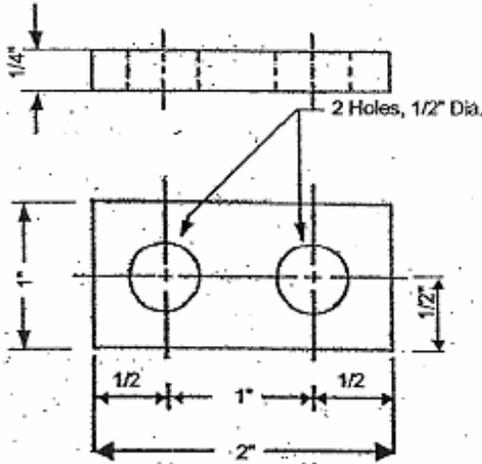


**GATE ASSEMBLY  
SKETCH F**



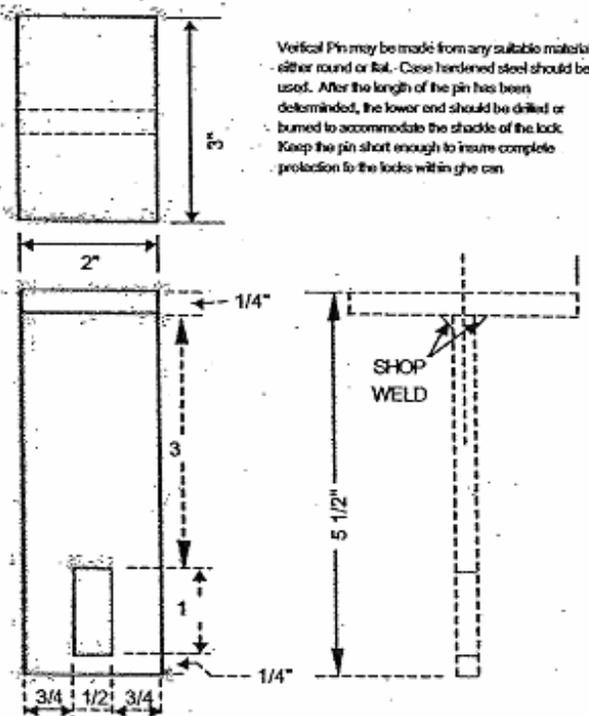
COMMONWEALTH OF PENNSYLVANIA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES	
SPECIAL STEEL HAUL ROAD GATE	
July 14, 2003	1 of 2

NOTE:  
GATE MAY BE CONSTRUCTED OF EITHER  
(3/16" Minimum) PIPE OR SQUARE STOCK,  
NO MIXING OF MATERIALS



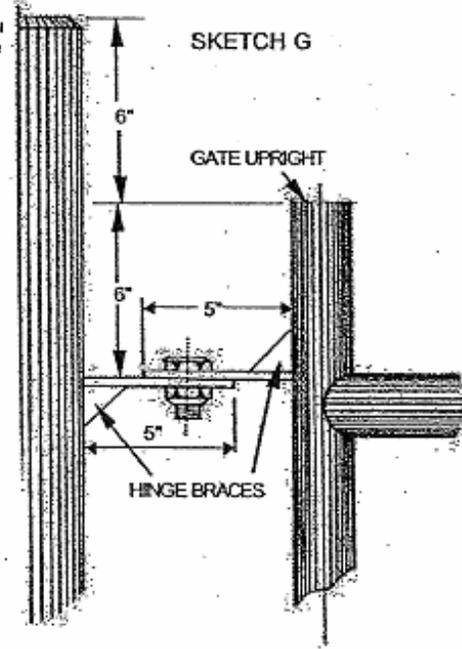
**LOCK PIN**  
Detail "B", 2 Req'd

BILL OF MATERIALS			
ITEM	QTY	SIZE	MATERIALS
Post	4	4" Dia X 7'-6"	Steel Pipe/Square
Top Gate Bar	1	2" Dia X 17'-0"	Steel Pipe/Square
Gate Brace	1	2" Dia X 12'-0"	Steel Pipe/Square
Gate Upright	1	2" Dia X 4'-0"	Steel Pipe/Square
Lock Cover	2	6" Dia X 5 1/2"	Steel Pipe/Square
Post Cap	4	1/4" X 4"	Flat Steel
Lock Cover Cap	2	1/4" X 6"	Flat Steel
Lock Slide Holder	2	1/4" X 4" x 4"	Flat Steel
Lock Slide Top	2	1/4" X 2" X 3"	Flat Steel
Lock Slide Tong	2	1/4" X 2" X 5 1/4"	Flat Steel
Hinge Halves	4	1/4" X 2" X 5"	Flat Steel
Hinge Pins	2	3/4" X 1 1/4"	Case Hard Nut & Bolt
Hinge Braces	4	1/4" X 1 1/2" X 1 1/2"	Flat Steel
Reinforcing Rod	4	1/2" X 12"	Steel Bar
Concrete	20	80 Lb. Bags	Dry Sack Ready Mix
Paint	1	Quart	Primer, Rust Prevent.
Lock Pin	2	1/4" X 1" X 2"	Flat Steel
Chain	2	1-1/2"	2/0 Steel
Backboard	1	1" X 2' X 3' X 1/8"	Flat Steel
Sign Backboard	1	12" X 16" X 1/8"	Flat Steel
Sign Post	1	1 1/2" Dia. X 3'-0"	Steel Pipe/Square
Sign Post Holder	1	2" Dia. X 4"	Steel Pipe/Square
Sign Post Pin	1	3/8" X 3"	Case Hard Nut & Bolt
ATV Excluder	1	2" Dia. X 12'-0"	Steel Pipe/Square
Post Brace	2	2" Dia X 4'-0" (min.)	Steel Pipe/Square



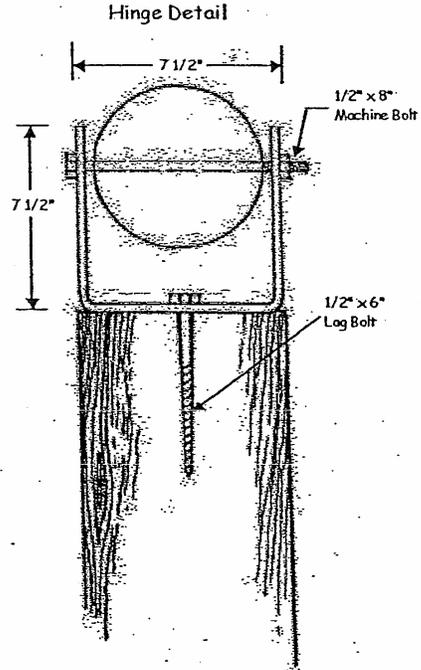
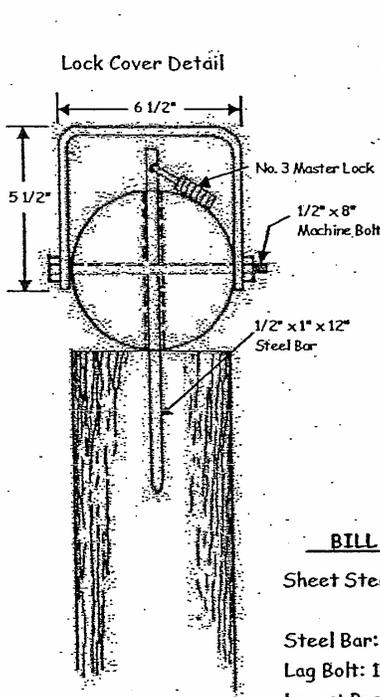
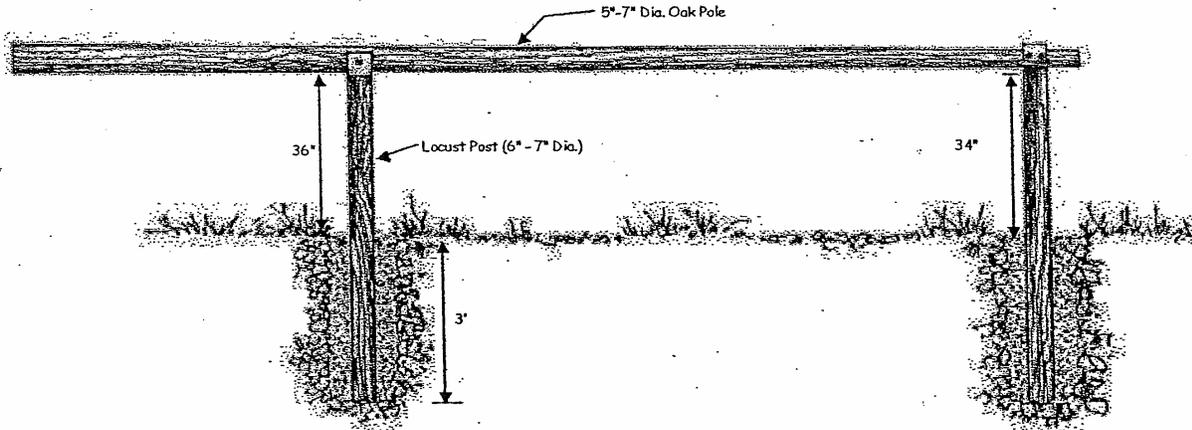
**VERTICAL PIN**  
Detail "C", 2-Req'd

Vertical Pin may be made from any suitable material (either round or flat). Case hardened steel should be used. After the length of the pin has been determined, the lower end should be drilled or burred to accommodate the shackle of the lock. Keep the pin short enough to insure complete protection to the locks within the can.



**GATE HINGE**  
Detail "D", 2-Req'd

# WOOD POLE - TYPE GATE



### BILL OF MATERIALS

- Sheet Steel: 1/4" x 6" x 23"
- 1/4" x 6' x 18"
- Steel Bar: 1/2" x 1" x 12"
- Lag Bolt: 1/2" x 6"
- Locust Posts: 2 @ 6-7" x 6'
- Oak Pole: 5-7" x variable length

4" x 4" treated wood may be substituted for locust and oak

COMMONWEALTH OF PENNSYLVANIA  
 Department of Conservation and Natural  
 Resources  
 Wood Pole - Type Gate  
 July 17, 2003

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