

CONTRACTOR NEGOTIATED Timber Sale Contract sample:

V5.1 0410

Sec. 17. Construction, Use and Maintenance of Roads and Facilities

ACCESS

Access across private land is not guaranteed. Access across private land will be negotiated between the Purchaser and the private landowner.

Access to the sale area may be available via private roads, public roads and through the contract area using BLM Roads.

Among other conditions, this contract requires the completion of a road use agreement between the Purchaser and the private landowner. The completion of a road use agreement to gain access is the sole responsibility of the purchaser of this timber sale contract.

ROAD MAINTENANCE The Purchaser will be required to maintain all the temp routes and existing decommissioned roads he constructs/reconstructs plus XXX miles of existing BLM and private roads. The BLM will maintain the approximately XXX miles of existing BLM and private roads.

ROAD CONSTRUCTION The contract will require the Purchaser to construct XXX stations of temporary roads. The Purchaser shall construct and improve the required roads and landings to the satisfaction of the Authorized Officer in a good and workmanlike manner in conformity with the law. All road construction/renovation shall be completed to the satisfaction of the Authorized Officer prior to removal of timber tributary to that road.

ROAD USE The Purchaser is authorized to use all roads on the contract area which are under the jurisdiction of the Bureau of Land Management for the removal of government timber sold under the terms of this contract; provided that at all times the Purchaser shall maintain, and leave all roads on the contract area in a condition satisfactory to the Authorized Officer during the period of his operations on the contract area.

SOIL DAMAGE PREVENTION Pursuant to Section 26 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area any tractor-type logging equipment when soil moisture content at six (6) inch depth exceeds twenty five (25) percent by weight as determined by the oven dry method.

(a) Subject to the written approval of and regulation by the Contracting Officer, Purchaser may:

- (1) construct and use any new roads and facilities not otherwise provided for in this contract, and
- (2) use any existing roads and facilities not otherwise provided for in this contract.

(b) Except as provided in Sec. 12, Purchaser shall perform or pay for repair and maintenance of any road or facility used under the terms of this contract in accordance with the requirements of Sec. 43; *Provided, however*, that Purchaser shall not be responsible for maintenance or repair of wear or damage caused by third parties, or maintenance or repair which exceeds the standards of required maintenance shown in Sec. 43; and *Provided, further*, that Purchaser's responsibility under this provision shall not commence prior to the date on which Purchaser first begins operations and shall cease upon completion and written acceptance of all contract requirements other than slash disposal, except for maintenance and repair of damages resulting from Purchaser's slash disposal activities.