

PART C7.0 - FIRE PRECAUTIONS AND CONTROL

151804

C7.2j - Communications. (7/77) During yarding, loading, milling, right-of-way clearing (excluding falling and bucking), and mechanical treatment of slash, Purchaser shall provide adequate two-way communication facilities to report a fire to Forest Service. Such reporting shall be within 15 minutes of detection.

Purchaser shall also notify Forest Service as soon as possible after discovery of any fire in the operating area or one resulting from Purchaser's Operation.

Communication requirements during Fireman Services is covered in C7.2a.

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C7.2k - Logging Block Equipment (7/77) Purchaser shall maintain at each haul back block, through which a running line passes, of each operating logging engine, one five gallon backpack pump can filled with water, one ax, and one long handled round point No. 0 or larger shovel. The area around such blocks shall be cleared of all readily flammable debris for a radius of ten feet in all directions from a point on the ground directly below such blocks.

PART C7.0 - FIRE PRECAUTIONS AND CONTROL

C7.2m - Fueling Power Saws. (3/71) Power saws shall be moved at least 20 feet from point of fueling before starting.

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C7.2n - Smoking and Open Fire Restrictions. (7/77) Purchaser shall not allow open fires on Sale Area without first obtaining permission in writing from Forest Service.

Smoking shall be permitted only in such portions of Sale Area that are free of flammable material unless restricted by State Law or Federal Regulation. Otherwise, before smoking, workmen must sit down to smoke in such a position that any burning material will fall within a cleared area and must extinguish and press out in the mineral soil, all burning material before leaving the cleared area.

Smoking and fires shall be permitted only at the option of Purchaser.

PART C7.0 - FIRE PRECAUTIONS AND CONTROL

C7.2o - Clearing Around Logging Engines. (12/71) The ground shall be cleared of all material which would readily ignite and cause fire to spread for a radius of 50 feet around each stationary internal combustion yarding or loading engine in advance of setting up and shall be kept reasonably clear of accumulations of such material during operations.

A stationary internal combustion engine is defined as any such engine which is operated in one place for more than two consecutive days.

PART C7.0 - FIRE PRECAUTIONS AND CONTROL

C7.2p - Blasting (7/77) Fuses shall not be used for blasting. Explosive cords shall not be used without written permission of Forest Service, which may specify conditions under which such explosives may be used, precautions to be taken and similar measures.

Whenever the Fire Precautions Class exceeds B, a watchman equipped with a long-handled round-pointed No. 0 or larger shovel and filled five gallon backpack pump can, will stay at location of blast for one hour after blasting is done.

Blasting shall be permitted only for road construction purposes. When the Fire Precautions Class exceeds B and blasting is being done in an area of high rate of spread and resistance to control, such blasting may be suspended by Forest Service in writing. Blasting for other purposes will be subject to written permission by Forest Service.

C7.2q - Compliance with State Forest Laws. (3/71) Listing of specific fire precautionary measures in the foregoing Subsections is not intended to relieve Purchaser in any way from compliance with State fire laws covering fire prevention and suppression equipment, applicable to Purchaser's Operations.

PART C7.0 - FIRE PRECAUTIONS AND CONTROL

C7.2s - Aircraft Communications. (7/77) Every aircraft used in or in conjunction with Purchaser's Operations shall be equipped with an operable radio system as described below, or: upon discovery or notification of a fire on Sale Area shall be immediately landed or removed a distance of at least five miles from the fire until the fire is declared controlled by Forest Service. Provided that, each helicopter used for yarding, loading, land clearing or fire suppression shall be equipped with the radio system described below.

The radio system shall be capable of transmitting and receiving on VHF frequency 122.9 Mega-Hertz (MHz) with a minimum output of 5 watts at the transmitter. The system shall be located and installed so that the pilot can operate it while flying. A shielded all-weather broad-band antenna shall be part of the system. Radio and antenna shall be properly installed and maintained.

All aircraft pilots controlled by Purchaser shall monitor VHF frequency 122.9 MHz when within five miles of the fire and broadcast their intentions. Said aircraft pilots shall act and/or proceed as directed by Forest Service when the fire suppression direction has been assumed by Forest Service.

CLASS	FIRE PRECAUTIONS	C7.22 (Option 1)
A	Normal fire precautions only. No fireman required.	
B	Normal fire precautions. Fireman services required for this and all higher classes. See C7.2a.	
C	The following are prohibited from 1:00 p.m. until 8:00 p.m. local time: (1) Operating power saws except at loading sites; (2) Operating cable yarding systems except those gravity systems not employing self-powered carriages that present significantly lower risk of starting a fire than normal cable yarding operations and have been approved in writing in advance by Forest Service and those cable systems not employing self-powered carriages which when operating have all moving lines other than that line from the carriage to the chokers and all blocks through which lines move suspended not less than 10 feet vertically above the ground; (3) Plasting; (4) Welding; and (5) Operating acetylene or other torches with open flame.	
D	The measures stated in Precautions Class C above, remain in effect. In addition, the following operations are prohibited from 1:00 p.m. until 8:00 p.m. local time: (1) Operating power saws at loading sites; (2) Operating tractors; (3) Mechanized yarding; (4) Mechanized loading; (5) Mechanized hauling of any product or material; and (6) Mechanized treatment of slash. Provided that, Forest Service may allow these activities to continue outside of high hazard areas when approved in writing in advance.	
E	All mechanized and all spark-emitting operations are prohibited except the following which may continue outside of high-hazard areas with advance written permission of Forest Service: (1) Mechanized loading; (2) Operating power saws; (3) Mechanized hauling; (4) Earthwork; (5) Watering and dust oiling; (6) Grading; (7) Gravel surfacing; (8) Rock crushing; (9) Paving; and (10) Maintenance (other than metal cutting and welding) of equipment, roads, and other improvements.	
F	All operations are prohibited except providing one person and equipment for fire prevention and security of property.	

The following definitions shall apply to this Provision:

1. Loading Site: A place where any product or material (including but not limited to logs, firewood, slash, soil, rock, poles, posts, etc.) is placed in or upon a truck or other vehicle.
2. High-Hazard Area: Any area where Forest Service determines the combination of the elements "rate of spread" and "resistance to control" to be "M" or above for one element and above "M" for the other as described in the R-6 Guide for Fuel Type Identification, (i.e., MH or HM or above).
3. Cable Yarding Systems: A yarding system employing winches in a fixed position.

Purchaser shall obtain the predicted Fire Precautions Class from the appropriate District Ranger headquarters. If predictions made after 6:00 p.m., local time, are significantly different than originally estimated, Forest Service will inform Purchaser when changes in restrictions or fire precautions are indicated.

PART C7.0 - FIRE PRECAUTIONS AND CONTROL

C7.22 (Option 1) - Emergency Fire Precautions. (7/77) Purchaser shall restrict operations in accordance with the Fire Precautions Schedule attached. Forest Service may change the Fire Precautions Class values to other values upon revision of the National Fire Danger Rating System and may change the specific Fire Precautions when such changes are necessary for the protection of the National Forest. When sent to Purchaser, the revised Fire Precaution Schedule will supersede the attached schedule.

PART C8.0 - OTHER CONDITIONS

C8.2 (Option 1) - Termination. (6/79) This contract may be terminated by the City of Portland, upon a determination that Purchaser's Operations would cause serious environmental damage or would be significantly inconsistent with land management plans adopted or revised, as provided for in Public Law 95-200 (1977) and in accordance with Section 6 of the Forest and Rangeland Renewable Resources Planning Act of 1974, as amended.

As required in Public Law 95-200 (1977), the Bull Run Planning Unit Land Management Plan contains specific water quality standards for five key stations within the drainage. Violation of these standards would be inconsistent with the Land Management Plan and Public Law 95-200.

PART C8.0 - OTHER CONDITIONS

C8.21 - Delay in Reconstruction of Processing Facilities. (6/78)
Notwithstanding the 12-month limitation in B3.21, if Purchaser demonstrates a diligent effort has been made to replace primary timber processing facilities and that delays in doing so have been beyond Purchaser's control, City of Portland may authorize Contract Term Adjustment up to a total of 24 months.

PART C8.0 - OTHER CONDITIONS

C8.231 - Conditions for Contract Term Extension. (6/78) City of Portland may grant Purchaser's written request for Contract Term Extension if all of the following conditions have been met by Purchaser at time of Purchaser's request:

(a) At least 75 percent of estimated volume in A2 has been cut and removed from Sale Area.

(b) Specified Roads needed by Purchaser for removal of all Included Timber in accordance with his approved plan of operations under C6.3 were constructed and accepted by Forest Service prior to the applicable road completion date shown in C5.101#.

(c) Purchaser's Operations to date have been in reasonable compliance with contract terms and the approved plan of operations under C6.3.

(d) All contractual requirements have been met by Purchaser and accepted by City of Portland area cutover at time of Purchaser's request except for areas where logging is in progress at time of Purchaser's request. Purchaser's burning of current slash, or seeding or planting for erosion control, may be temporarily waived if weather or other considerations make such work impractical.

PART C8.0 - OTHER CONDITIONS

C8.31 (Option 1) - Contract Modification (6/79) Upon written agreement, this contract may be modified to revise A9 and A10 to add roads not listed in A9 as necessary to facilitate reconstruction of existing Forest Service roads or accepted Specified Roads including appurtenances thereto. Roads or road segments to be added must meet the following conditions: (a) the required work must be on an actual hauling route used by, or scheduled for use by, Purchaser, (b) the required work must be the result of unforeseen causes such as slides, slumps, washouts, subgrade conditions or similar causes, and (c) the work must be necessary for economic, safe, and practical use of the road by Purchaser. Additions will not be made when reconstruction is made necessary by Purchaser's negligence.

Revised A9 and adjustment to Purchaser Credit Limit in A10 shall be made by Forest Service in accordance with B5.2. Increase in Purchaser Credit shall be limited to \$20,000.00 or less. Cost adjustments for increase in Purchaser Credit Limit for added roads shall be calculated in accordance with C5.251, C5.252, C5.253, and C5.254.

Forest Service may make modifications in Timber Specifications in B2.0, Transportation Facilities in B5.0, Operations in B6.0 or in related Special Provisions, if and to the extent that such changes are reasonably necessary to make the contract consistent with guidelines and standards developed to implement Public Law 95-200 (1977); with the Bull Run Planning Unit Land Management Plan; and, Section 6 of the Forest Service and Rangeland Renewable Resources Planning Act of 1974, as amended and with land management plans, developed or revised thereunder. Such modifications shall be limited to requirements with which Purchaser can reasonably comply. Resulting changes in the value of remaining Included Timber shall be reflected in a rate redetermination conducted in accordance with C3.312. Rates so redetermined shall apply to timber removed from Sale Area after the effective date of the modification.

PART C8.0 - OTHER CONDITIONS

C8.63 - Nondiscrimination in Employment. (6/78) Nothing in this contract shall be construed to require or permit discrimination based on sex.

PART C8.0 - OTHER CONDITIONS

C8.641 - Use of Timber. (6/78) Unprocessed Included Timber shall not be exported from the United States nor used in substitution (as defined in 36 CFR 223.10) for timber from private lands exported by Purchaser or an affiliate directly or indirectly.

Included Timber in the following form shall be considered unprocessed; (a) any logs meeting Utilization Standards and with a net scale content not less than 33-1/3 percent of the gross volume in material meeting the peeler or sawmill grade requirements published in the July 1, 1972, Official Log Scaling and Grading Rules used by West Coast Log Scaling and Grading Bureaus; (b) cants to be subsequently remanufactured exceeding 8-3/4 inches in thickness; (c) cants of any thickness reassembled into logs; (d) split or round bolts, or other roundwood not processed to standards and specifications suitable for end-product use.

Unless otherwise agreed in writing, unprocessed Included Timber meeting Utilization Standards shall be delivered to a domestic processing facility and if stored at such facility shall not be mixed with logs intended for or exempt from export. Purchaser shall, prior to beginning operations under this contract, furnish to City of Portland in writing the names and addresses of the processing plants or other locations to which the timber is expected to be delivered; the names and advertised volumes of timber sales purchased for delivery to said locations in calendar years 1971, 1972, and 1973; the volumes of private timber tributary to said locations exported by Purchaser and affiliates, directly, or indirectly, in calendar years 1971, 1972, and 1973. Prior to hauling to any different locations, Purchaser shall furnish like information concerning said different locations.

During the life of this contract, Purchaser shall maintain records showing the volumes, legal description of the standing timber, and the log brands used thereon of any unprocessed timber which Purchaser or an affiliate exports or sells for export from private lands tributary to the locations to which the unprocessed Included Timber has been or is expected to be delivered.

Prior to delivering unprocessed Included Timber to another party, Purchaser shall require each buyer, exchange, or recipient to execute an acceptable agreement, which shall: (1) specify domestic processing for the timber involved, (2) require the execution of such agreements between the parties to any subsequent transactions involving said timber and (3) require that all hammer brands and/or yellow paint must remain on logs until they are either legally exported or domestically processed, whichever is applicable. The failure of any party to a transaction involving said timber to execute the required agreement shall constitute noncompliance on the part of Purchaser with the terms of this provision.

PART C8.0 - OTHER CONDITIONSC8.641 (6/78) Continued

No later than 10 days following the execution of any such agreement between Purchaser and another party or between parties to subsequent transactions, Purchaser shall furnish to Forest Service a copy of each such agreement. Purchaser shall retain for three years from the date of each transaction the records of all sales, exchanges, or dispositions of all Included Timber.

Upon request, all records dealing with origin and disposition of Included Timber and export of timber from private land shall be made available to Forest Service.

Before this sale may be closed, Purchaser shall provide Forest Service with an executed certification in acceptable form showing disposition of Included Timber and private timber exported. Forest Service shall use the certification as evidence of Purchaser's compliance with timber use requirements.

For breach of this provision, City of Portland may terminate this contract without liability and may take such other appropriate action, including the imposition of such penalties as may be provided by laws or regulations.

PART C9.0 - PERFORMANCE AND SETTLEMENT

C9.1 - Letters of Credit. (6/78) Notwithstanding the provisions of B9.1, approved letters of credit may be used in lieu of a surety bond for performance bond purposes. Such letters of credit shall be subject to City of Portland approval.

C9.2 - Disputes. (7/80).

(a) This contract is subject to the Contract Disputes Act of 1978 (Pub. L. 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved in accordance with the provision.

(c)(i) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a legal right, the payment of money, adjustment or interpretation of contract terms, or other relief, arising under or relating to this contract.

(ii) A voucher, invoice, or request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently not acted upon in a reasonable time, or disputed either as to liability or amount, it may be converted to a claim pursuant to the Act.

(iii) A claim by the contractor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the City against the contractor shall be subject to a decision by the Contracting Officer.

(d) For contractor claims of more than \$50,000, the contractor shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the contractor's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the contractor believes the City is liable. The certification shall be executed by the contractor if an individual. When the contractor is not an individual, the certification shall be executed by a senior company official in charge at the contractor's plant or location involved, or by an officer or general partner of the contractor having overall responsibility for the conduct of the contractor's affairs.

(e) For contractor claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For contractor claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the contractor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the contractor appeals or files a suit as provided in the Act.

(g) The authority of the Contracting Officer under the Act does not extend to claims or disputes which by statute or regulation other agencies are expressly authorized to decide.

(h) Interest on the amount found due on a contractor claim shall be paid from the date the claim is received by the Contracting Officer until the date of the payment.

(i) Except as the parties may otherwise agree, pending final resolution of a claim of the contractor arising under the contract the contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision.

C9.0 - PERFORMANCE AND SETTLEMENT

C9.21 - Submission of Claims (6/79) Purchaser claims under this contract shall be submitted in writing to the City of Portland, Bureau of Water Works on which the sale is located. He/she is designated the Contracting Officer for the purpose of receiving such claims. Date of receipt by Forest Supervisor shall be considered as the beginning date for determining any interest due on claims.

Purchaser shall file such claim within the following time limits. Failure by Purchaser to submit a claim within these time limits shall relinquish the City of Portland from any and all obligations whatsoever arising under said contract or portions thereof when:

(a) Purchaser constructs Specified Road - Purchaser must file any claim not later than 60 days after receipt of Forest Service written notification of acceptance.

(b) Forest Service constructs Specified Road - Purchaser must file any claim not later than 60 days after receipt of Forest Service written notification of acceptance.

(c) All other - Purchaser must file any claims not later than 60 days after receipt of City of Portland written notice to Purchaser that sale is closed.

C9.3 - Breach (1/74) If any breach is not remedied within the time limits stated in B9.3, City of Portland may terminate this contract.

C9.5 - Settlement (10/77) If this contract is terminated by City of Portland under C8.2, Purchaser agrees that the liability of the City of Portland shall be limited to the sum of (1) the value of unused Purchaser Credit; (2) the estimated expenditures for felling, bucking, lopping, skidding, and decking any products so processed, but not removed from Sale Area because of the termination action; (3) out-of-pocket expenses involved in acquiring and holding the contract such as maintaining performance bonds and cash deposits, and (4) the difference between (a) Current Contract Rates for the remaining uncut volume, and (b) the rates paid for comparable timber on the same National Forest during the preceding 6-month period multiplied times the remaining uncut volume. Comparable timber is timber of similar size and quality with similar topography and access. Cost estimates for items listed in (2) shall be based upon Forest Service appraisal methods in use on the date contract is terminated.

PART C9.0 - PERFORMANCE AND SETTLEMENT

C9.32 - Breach. (6/79) Those provisions under this contract which pertain to protection of the Bull Run Watershed Management Unit from trespass and contamination of the waters therein will also be considered material provisions under the terms of B9.3.

An Ordinance pertaining to the Book Timber Sale authorizing the execution of a contract to sell City owned timber in the Bull Run Reserve to Brazier Forest Products Inc., the highest bidder for said Timber Sale, and declaring an emergency.

The City of Portland ordains:

Section 1. The Council finds:

1. Pursuant to an agreement between the City of Portland and the United States Forest Service as set forth in City Contract No. 9339, and amended by Ordinance No. 139075, the Forest Service has conducted for the City a sale of City owned timber in the Bull Run Reserve.
2. That said sale, known as the BOOK TIMBER SALE, constitutes a salvage operation, the harvest consisting of down, dead and dying trees, designated as Priority I Timber Harvest.
3. That the Bull Run Advisory Committee has approved the schedule for this sale.
4. That Brazier Forest Products Inc., submitted the highest bid for the BOOK TIMBER SALE in the total estimated amount of \$93,296.30.

NOW, THEREFORE, the Council directs:

- a. That, pertaining to the BOOK TIMBER SALE, the Mayor and the City Auditor are hereby authorized to execute a contract to sell City owned timber in the Bull Run Reserve to Brazier Forest Products Inc., for the total estimated price of \$93,296.30.
- b. That, in accordance with the agreement noted in Section 1, the U.S. Forest Service, acting for the City of Portland, will supervise the timber harvest.
- c. That all billings to Brazier Inc., will be made by the City of Portland after receipt of a monthly statement from the Forest Service indicating the amount and value of the timber removed, and that revenue from the sale be credited to the Water Fund of the Bureau of Water Works.

ORDINANCE No.

Section 2. The Council declares that an emergency exists because a delay in signing the contract will result in deterioration of the timber to be salvaged; therefore this Ordinance shall be in force and effect from and after its passage by the Council.

Passed by the Council, JUN 24 1981

Mayor Ivancie
F.Konrad:ct(L)
June 8, 1981

Attest:


Auditor of the City of Portland

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
JORDAN	1	
LINDBERG	1	
SCHWAB	1	
STRACHAN	1	
IVANCIE	1	

FOUR-FIFTHS CALENDAR	
JORDAN	
LINDBERG	
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Calendar No. **2049**
ORDINANCE No. 151804

Title

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Filed **JUN 16 1981**

GEORGE YERKOVICH
Auditor of the CITY OF PORTLAND

By *Gordon Smith*
Deputy

INTRODUCED BY	
MAYOR FRANCIS J. IVANCIE	
NOTED BY THE COMMISSIONER	
Affairs	
Finance and Administration FJI/MK	
Safety	
Utilities	
Works	
BUREAU APPROVAL	
Bureau:	
WATER WORKS	
Prepared By:	Date:
F. Konrad:ct	June 8, 1981
Budget Impact Review:	
<input type="checkbox"/> Completed	<input type="checkbox"/> Not required
Bureau Head:	
Carl Goebel, Administrator	
CALENDAR	
Consent	Regular X
NOTED BY	
City Attorney	
City Auditor	
City Engineer	

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3. That the Bull Run Advisory Committee has approved the schedule for this sale.
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FOUR-FIFTHS CALENDAR	
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Calendar No. 2049

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Auditor of the CITY OF PORTLAND

By Gordon Crowl
Deputy

INTRODUCED BY
MAYOR FRANCIS J. IVANCIE
NOTED BY THE COMMISSIONER
Affairs
Finance and Administration <u>FJI/MK</u>
Safety
Utilities
Works

BUREAU APPROVAL
Bureau:
WATER WORKS
Prepared By: Date:
F. Konrad:ct June 8, 1981
Budget Impact Review:
<input type="checkbox"/> Completed <input checked="" type="checkbox"/> Not required
Bureau Head: <u>Carl Goebel</u>
Carl Goebel, Administrator

CALENDAR
Consent Regular <u>X</u>

NOTED BY
City Attorney
City Auditor
City Engineer