



North Carolina
Forest Service

FORESTRY

Leaflets

July 2012

FM-4

Site Preparation Contract Considerations

Preparing a site for the regeneration of tree seedlings is vital to promote the successful establishment, survival and growth of the next generation of forest on your land. Site preparation ('site prep') often is accomplished with bulldozers, tractors, disks, plows and other specially-built heavy equipment. The equipment is used to consolidate leftover logging debris and undesirable vegetation in a manner that fosters tree growth. While the costs of paying for site prep may at first seem high, studies have shown that investing in site prep will almost always reap benefits with enhanced tree growth and vigor. As in any case when you hire someone to conduct work on your forestland, it is recommended to have a written contract. Consulting foresters can estimate the cost of site prep and may be able to arrange for the work to be done. The contract should be prepared or have been approved by an attorney. Doing so will protect you and the contractor. Consider these provisions for a site prep contract:

Start Date and Termination Date of Agreement.

Include provisions for time extensions, if desired.

Names and Addresses of Landowner(s) and Contractor(s).

Include anyone who has your expressed authority to speak on your behalf, if you are not available.

Assignment of Contract.

Establish whether or not the landowner or contractor has the right to assign the contract to another and if so, specify the terms.

Arbitration of Disputes.

Generally, the landowner and the contractor each identifies one person to arbitrate on their behalf, and these two designated individuals then agree upon a third-party to settle the dispute.

Tract Location.

Describe the area to be prepared, including estimated acres and boundary identification of the site prep area and property tract. A map should also be provided that shows the area to be site prepped, and include important features such as streams, roads or fields.

Right and Location of Ingress and Egress.

Landowner should guarantee the contractor the right to ingress (enter) and egress (exit) the property for the purposes of preparing the site. There should also be an understanding of where this access will be provided on the property and who is responsible for improvements or repairs. Also state if prior notice to the landowner is needed before starting and finishing work.

Type of Site Prep Work.

Explain the method of site prep to be implemented, such as KG-blading; root-raking; piling or windrowing; drum chopping; lopping; bedding; burning; or herbicide application. If debris is to be piled or windrowed, the landowner may wish to specify the locations of those piles, or conversely, where piles shall not be placed.

Contract Price, Method of Payment and Payment Terms.

State the agreed-upon price(s) for services. Explain how payment will be made, either on a per-acre basis or per-tach-hour basis. State when payments are to be made to the contractor, and define any penalties for late payments.

Cost-Share or Performance Requirements.

If the landowner is receiving cost-share payment assistance for the site-prep work, there will be several stipulations and requirements from the program that funds the cost-share. Specify these requirements for the contractor and the expectations for performance of the site prep work. A final determination of site-prepped acres may have to be done by the Forest Service.

Site Prep Conditions.

Designate any specific areas that are prohibited from access during site prep such as roads, trails, fields, pastures or other areas. Designate acceptable hours of operation for the site prep, and if prior contact is needed to access the property. Determine when site prep will cease as a result of poor weather or inoperable site and soil conditions, and define what those site/soil condition thresholds are.

Care of Other Property.

Describe how to reconcile damage of trees that are outside of the site prep area. Explain what the expectations are for the use, improvement, maintenance and repair of roads, bridges, culverts, gates, fences, ditches, buildings, utility lines or other infrastructure on the property.

Measures to Protect Water Quality.

Identify streams, wetlands or other bodies of water in the harvest area and how those water areas are recognized on the ground. Cite requirements to comply with all applicable state and federal water quality regulations, including the establishment of Streamside Management Zones (SMZ's) if needed, and compliance with the other standards defined by the N.C. Forest Practices Guidelines Related to Water Quality (FPG's), and compliance with other applicable water quality rules or laws. Designate if stream or ditch crossings will be needed to site prep the tract, including the location and number of crossings. Specify who is responsible for erosion control stabilization and rehabilitation during site prep work and at what point the contractor is free and clear from further stabilization responsibilities. **NOTE: If the landowner is receiving cost-share payment assistance for the site-prep work, then the site prep work must have forestry Best Management Practices (BMP's) implemented that apply to the type of site prep work being done.**

Measures to Protect Wildlife Habitat and Recreational, Cultural or other Resources.

If desired, specify what actions are to be taken to protect identified wildlife habitat, recreational resources or cultural resources. Wildlife habitat measures may include retention of dead standing trees ("snags"); retaining certain nut or berry-producing trees in the site prep area; and/or retaining ground cover that is favored by wildlife.

Fire Protection.

Buyer should be required to comply with all fire laws and immediately suppress any fire that is a result from the site prep activity. Specify liability of damaging property, trees, and crops that may result from the fire.

Performance Bond and Financial Responsibility of the Contractor.

The seller may choose to require the buyer to post a bond prior to beginning site prep. Specify if the bond is refundable, and if so, whether any interest will be paid. The contractor should be compelled to carry liability insurance, workers compensation insurance, and property/casualty insurance. The landowner may wish to require that the contractor produce proof of valid insurance coverage prior to allowing site prep to occur.

Signatures and Notarizations.

Includes landowner and contractor. If land is co-owned, then all landowner parties may be required to sign the contract.



*The North Carolina Forest Service is an equal opportunity / affirmative action employer. Its programs, activities and employment practices are available to all people regardless of race, color, religion, sex, age, national origin, handicap or political affiliation.
This is a 'print-as-needed' document available at N.C. Forest Service offices and at www.ncforestservation.gov.*