Forest Service Handbook
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Washington, DC

Forest Service Handbook 7709.59 – Road System Operations and Maintenance Handbook
Chapter 60 - Road Maintenance

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Superseded Directive: 7709.59, 60, Amendment 7709.59-2009-1, February 5, 2009

Approved by: Tina J. Terrell, Associate Deputy Chief, NFS

Date approved: August 9, 2021

Responsible Staff:

Explanation of changes: Following is an explanation of the changes throughout the directive by section.

62.1: Removes "bridge replacement" from list of maintenance items.

63.22: Removes obsolete cross reference and updates with new cross reference. Adds exhibit 01, Cooperative Road Maintenance Agreement.

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This chapter provides guidelines for determining road maintenance criteria, using the Forest Service Road Maintenance Management System, for sharing road maintenance responsibilities and obligations with other road users, and for planning for emergency situations.

61 - Maintenance Criteria

Maintenance criteria describe how a road is to be maintained. The criteria include:

1. Requirements for the protection of adjacent resources or improvements such as streams, lakes, vegetation, and facilities.

2. Smoothness required for desired operating speed and for user comfort and convenience. The level of smoothness should be consistent with the road design.

3. Acceptability of dust.

4. Season of use and approximate volumes and types of traffic.

5. Current and future road operation and maintenance strategies.

Continually review and update information to ensure that maintenance criteria remain consistent with management area direction, resource program needs, road management objectives, and available resources. Line and interdisciplinary staff participation in this process is essential.

Document road maintenance criteria through road management objectives (ch. 10).

62 - Road Maintenance Management System

The Road Maintenance Management System provides a systematic process for field units to effectively and efficiently manage their road maintenance programs. Use the Road Maintenance Management System to set priorities, plan, budget, schedule, perform, monitor, and evaluate maintenance of forest roads.

Select road maintenance levels consistent with road operation and maintenance criteria. Perform condition surveys, as necessary, to determine existing road conditions. Develop maintenance prescriptions to correct identified deficiencies. Rank maintenance prescriptions in order of priority.

Combine maintenance prescriptions to develop the annual Forest Road Maintenance Plan (FSM 7732.11). Consider all National Forest System roads and other Forest Service-maintained roads. As a minimum, the plan should document the following:

1. Work to be accomplished (maintenance activities).

2. Who will perform the work (Forest Service, timber purchaser, county, cooperator, and so forth).

3. Estimated cost of the work.

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4. How will the work be financed (Federal appropriations, purchaser deposits, and so forth).

5. How will the work be accomplished (force account/employees, contract, and so forth).

6. When will the work be accomplished.

7. What needed work will not be accomplished.

Modify the plan as necessary to balance requirements with available resources. For example, if estimated costs exceed available funding, it may be necessary to defer work, reduce maintenance frequencies, close roads, or allow roads to deteriorate. Correlate modifications with resource program needs and road operation and maintenance criteria. Obtain line approval of the proposed maintenance plan (FSM 7732.04c).

Schedule and accomplish work in accordance with approved plan. Continually evaluate work accomplishments; make needed revisions and report accomplishments. Use the current year's program evaluation as input to develop future years' programs and update maintenance activity standards.

62.1 - Scope

Road maintenance includes any expenditure in the repair or upkeep of a road necessary to perpetuate the road and provide for its safe use. Work items may include surface rock replacement, seal coats and asphalt overlays, slide removal, and other items that contribute to the preservation of the existing road. Road maintenance is not intended to substantially improve conditions above those originally constructed; however, there may be a need for adding to or modifying the original conditions without increasing service provided. Typical examples of these activities include installing additional minor culverts and traffic control devices, implementing traffic management strategies, placing small quantities of spot surfacing, and revegetating cut and fill slopes.

Some roads may be allowed to disinvest to allow uncompensated deterioration of assets gradually over time. For example, a road may need to be operated and maintained at a higher level during periods of commercial use than is required at other times.

Other situations may require that a road be stabilized to preserve the road structure and/or to reduce erosion and then stored (maintenance level 1) between use cycles. Some maintenance work activities may be deferred while the road is in a planned disinvestment or a stored cycle.

This work may be accomplished at some future date through maintenance or reconstruction, depending on complexity and extent. Opening a stored road is normally considered maintenance. Work performed to raise a stored road’s service level above that to which it was originally constructed is considered to be road reconstruction and should be financed accordingly.

Decommissioning and/or returning a roadway to resource production is not considered maintenance. Funding for such work is a resource program responsibility. Appropriated road

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maintenance funds may be used for decommissioning if authorized by Congress in annual appropriations bills.

62.2 - Information Requirements

Record current inventory data road management objectives in Infra Travel Routes. Maintain a permanent road file to document, on an as needed basis, other pertinent road maintenance information such as maintenance criteria, traffic data, traffic accident records, road logs, condition surveys, as-built drawings, and final construction reports.

62.3 - Maintenance Levels

Maintenance levels define the level of service provided by, and maintenance required for, a specific road. Maintenance levels must be consistent with road management objectives and maintenance criteria.

62.31- Factors

Consider the following factors when selecting maintenance levels:

1. Road Management Objectives.
2. Road investment protection requirements.
3. Service life and current operational status.
4. User safety.
5. Volume, type, class, and composition of traffic.
6. Surface type.
7. Travel speed.
8. User comfort and convenience.
9. Functional classification.

Roads may be currently maintained at one level and planned to be maintained at a different level at some future date. The operational maintenance level is the maintenance level currently assigned to a road considering today's needs, road condition, budget constraints, and environmental concerns; in other words, it defines the level to which the road is currently being maintained. The objective maintenance level is the maintenance level to be assigned at a future date considering future road management objectives, traffic needs, budget constraints, and environmental concerns. The objective maintenance level may be the same as, or higher or lower than, the operational maintenance level. The transition from operational maintenance level to objective maintenance level may depend on reconstruction or disinvestment.

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62.32 - Maintenance Level Descriptions

Maintenance levels 1-5 (operational and objective) are described in the following paragraphs:

1. LEVEL 1. These are roads that have been placed in storage between intermittent uses. The period of storage must exceed 1 year. Basic custodial maintenance is performed to prevent damage to adjacent resources and to perpetuate the road for future resource management needs. Emphasis is normally given to maintaining drainage facilities and runoff patterns. Planned road deterioration may occur at this level. Appropriate traffic management strategies are "prohibit" and "eliminate" all traffic. These roads are not shown on motor vehicle use maps.

Roads receiving level 1 maintenance may be of any type, class, or construction standard, and may be managed at any other maintenance level during the time they are open for traffic. However, while being maintained at level 1, they are closed to vehicular traffic but may be available and suitable for nonmotorized uses.

2. LEVEL 2. Assigned to roads open for use by high clearance vehicles. Passenger car traffic, user comfort, and user convenience are not considerations. Warning signs and traffic control devices are not provided with the exception that some signing, such as W-18-1 “No Traffic Signs,” may be posted at intersections. Motorists should have no expectations of being alerted to potential hazards while driving these roads. Traffic is normally minor, usually consisting of one or a combination of administrative, permitted, dispersed recreation, or other specialized uses. Log haul may occur at this level. Appropriate traffic management strategies are either to:

a. Discourage or prohibit passenger cars, or

b. Accept or discourage high clearance vehicles.

3. LEVEL 3. Assigned to roads open and maintained for travel by a prudent driver in a standard passenger car. User comfort and convenience are not considered priorities. The Manual on Uniform Traffic Control Devices (MUTCD) is applicable. Warning signs and traffic control devices are provided to alert motorists of situations that may violate expectations.

Roads in this maintenance level are typically low speed with single lanes and turnouts. Appropriate traffic management strategies are either "encourage" or "accept." "Discourage" or "prohibit" strategies may be employed for certain classes of vehicles or users.

4. LEVEL 4. Assigned to roads that provide a moderate degree of user comfort and convenience at moderate travel speeds. Most roads are double lane and aggregate surfaced. However, some roads may be single lane. Some roads may be paved and/or dust abated. Manual on Uniform Traffic Control Devices is applicable. The most appropriate traffic management strategy is "encourage." However, the "prohibit" strategy may apply to specific classes of vehicles or users at certain times.

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5. LEVEL 5. Assigned to roads that provide a high degree of user comfort and convenience. These roads are normally double lane, paved facilities. Some may be aggregate surfaced and dust abated. Manual on Uniform Traffic Control Devices is applicable. The appropriate traffic management strategy is "encourage."

62.33 - Management Decisions About Maintenance Levels

Roads assigned to maintenance levels 2-5 are either constant service roads or intermittent service roads during the time they are open to traffic.

Roads closed to public motor vehicle use, but which receive Forest Service administrative traffic, are constant service roads and are thus not level 1. The need to maintain a road for the effects of traffic is not a function of vehicle ownership.

The distinction between maintenance levels 1 and 2 is sharply defined. Level 1 roads are roads placed in storage with all vehicular traffic eliminated. Level 2 roads are passable by prudent drivers in high clearance vehicles.

The distinction between maintenance levels 2 and 3 is also sharply defined. Level 2 roads are not maintained to be passable to standard four wheel passenger cars. No provision is made for user comfort, user convenience, and speed of travel. Neither is any provision made to warn users about changing conditions and safety concerns on the road ahead. On the other hand, level 3 roads are passable to prudent drivers in passenger cars. Users can reasonably drive with expectations of predictable road conditions and can expect warning signs and traffic control devices meeting Manual on Uniform Traffic Control Devices standards when hazards are present.
The distinctions between maintenance levels 3, 4, and 5, which are roads managed as public roads (FSM 7730.5), are not sharply defined. Some parameters overlap. Select maintenance levels based on the best overall fit of the parameters for the road in question. In those situations where the parameters do not indicate a definite selection, use the desired level of user comfort and convenience as the overriding criteria to determine the maintenance level.

Road surface smoothness and speed of travel are not the only factors that determine operational road maintenance level. The economics of commercial haul may result in the surfaces of level 2 roads being maintained in a very smooth and dust free condition. Such roads can be driven at high rates of speed. However, unless engineering studies have been performed to identify whether any warning signs and traffic control devices are needed for a mix of all vehicle types at 85^{th} percentile speeds and any needed signs and devices have been installed, a “discourage passenger car” traffic management strategy must remain in place, and the road still should be considered operational level 2.

62.4 - Maintenance Activities and Maintenance Standards [RESERVED]

62.5 - Condition Surveys

Perform condition surveys as needed to provide up-to-date knowledge of the road condition. Itemize and rank deficiencies needing correction, make recommendations for developing or

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updating the maintenance prescription, and provide information for traffic management decisions. Frequency and intensity of condition surveys will vary with the road maintenance level and the risk involved.

62.6 - Maintenance Prescription

Maintenance prescriptions identify the type and extent of tasks, location, frequency, and constraints in sufficient detail to contract work, schedule crew and equipment, and purchase materials. They form the basis for the annual forest road maintenance plan. Update maintenance prescriptions as needed to reflect changes in management objectives, maintenance criteria, funding, and condition survey findings. Prescription detail will vary depending on the tasks to be done, road maintenance level, materials, environment, and terrain. In the prescription, document work to be done annually, and work needed on a multi-year cyclical schedule.

62.7 - Maintenance Plans

Prepare an annual road maintenance plan based on work described and estimated in the maintenance prescriptions. Organize and integrate the work to be accomplished by the Forest Service and other road users and maintainers, including timber purchasers, cost-share cooperators, local governments, permittees, human resource and volunteer programs, and other Federal agencies.

62.71 - Plan Contents

Identify for each road or group of roads:

1. Specific work tasks.
2. Quantity of work.
3. Date work is to be accomplished (for example, spring or summer, or May or July).
4. Estimated costs.
5. Funding sources.
6. Work performance responsibilities.

Balance plan detail with the needs of the individual forest and the on-the-ground situation. Consider all National Forest System roads in the plan. Equate individual user's maintenance responsibilities with the requirements in their contract, cost share agreement, permit, or cooperative agreement as appropriate.

62.72 - Plan Development

Develop plans for different administrative units such as National Forests, ranger districts, zones, or counties as appropriate.

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Maintenance needs often exceed available resources. In this situation, establish priorities to ensure that available funding is directed to the highest priority work. In adjusting plans to meet available resources, consider:

1. Deferring specific maintenance activities or other actions to reduce resource needs,

2. Implementing seasonal or yearlong road use restrictions,

3. Operating roads at maintenance levels less than objective maintenance levels, and

4. Modify road management objectives and/or land management and resource program objectives when significant changes are necessary.

62.73 - Plan Approval

Obtain approval in accordance with FSM 7732.04c.

62.8 - Plan Implementation and Monitoring

62.81 - Scheduling

Consider logical sequences of work accomplishments, seasonal limitations, unanticipated work, delays, and weather in developing the maintenance schedule. Unless a more specific schedule is required, schedule work by season (spring, summer, fall, or winter). Monitor and update the schedule to accommodate changes in work requirements, weather, workforce, equipment or materials availability, unanticipated road use, work performance by other maintainers, or emergency situations.

Include provisions in road maintenance contracts, cooperative agreements, and permits to adjust the anticipated work schedule as needed to conform with current needs and constraints.

62.82 - Performance

Perform a confirmation condition survey of the road to be maintained prior to initiating maintenance work to:

1. Confirm that the work activities specified in the maintenance plan still need to be accomplished, and/or

2. Determine if additional work is required. Modify plans and schedules accordingly.

62.83 - Inspection

Review completed work for compliance with maintenance specifications.

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62.84 - Monitoring and Evaluation

Monitor work accomplishments and associated costs as needed to address management needs. Include samples of work accomplished by force account, contract, timber purchasers, and others. Summarize and analyze work accomplishment data as appropriate.

Evaluate overall program accomplishment for conformance with the road management objectives. Compare actual costs with estimated costs and budgeted funds.

Use accomplishment reports and field review reports to:

1. Monitor work performance against planned work program;
2. Make adjustments in the utilization of workforce, equipment, or methods of work;
3. Update maintenance standards; and
4. Estimate future maintenance needs and costs.

63 - Maintenance Sharing

63.1 - Principles

Share financial responsibility for maintaining National Forest System (NFS) roads with cooperators, local governments, road users (commercial and noncommercial), or a combination thereof, commensurate with road use. See FSM 7732.03 for specific policy.

Allocate financial responsibility for costs associated with management of the NFS road system (road management objectives, condition surveys, maintenance prescriptions, traffic counting, maintenance planning, and other associated activities) to the Forest Service except that the financial responsibility for work made necessary by specific users or groups of users may be allocated to those specific users or groups of users. Other financial responsibilities depend, to some degree, on the type of traffic using the road. Exhibit 01 shows allocation of traffic types.

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Traffic Types

Traffic Type	Responsibility Allocated To
1. General Use Traffic	State, local government, Forest Service; depending on individual situation (for example: Road jurisdiction, authority, use permits, Memorandums of Understanding, and order prohibitions).
2. National Forest Traffic	
a. Forest Administrative Traffic	Forest Service*
b. Forest Commercial Traffic	Commercial User
c. Forest Visitor Traffic	Forest Service*
3. Non-Forest Service Commercial Traffic	State, local government, Forest Service, commercial user; dependent upon individual situation (for example, road jurisdiction, authority, use permits, Memorandums of Understanding, and order prohibitions).
4. Cooperator (Cost Share) Traffic	In accordance with agreement (FSM 5460).

* Under certain conditions, responsibility is allocated to commercial users. See section 63.4

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63.2 - Sharing Requirements

The legal basis for requiring road users to share in the maintenance of National Forest System roads is found in Title 36, Code of Federal Regulations, section 212.5. Implement these sharing requirements through contracts, permits, and agreements as described in the following sections.

63.21 - Timber Sale and Resource Stewardship Contracts

Provision B/BT5.3 of Timber Sale Contract Forms FS-2400-6/6T, and FS-2400-3/3T, and provision F/FT.3 of Integrated Resource Timber Contract form FS-2400-13/13T, makes timber sale purchasers and stewardship contractors responsible for road maintenance commensurate with their use. Integrated Resource Service Contracts contain a clause similar to the provision in the timber contracts. Include maintenance specifications and/or special requirements in the appropriate C/CT and K/KT provisions of the Timber Sale or Stewardship Contract. See FSH 2409.15, chapter 40, Timber Sale Administration Handbook, and FSH 2409.15, chapter 50, Timber Sale Administration Handbook for specific direction.

63.22 - Cost Share Agreements

Cooperatively maintain the cost share road system to the agreed-upon maintenance level in a timely manner to the standards of original construction or reconstruction or as otherwise agreed to in writing (FSM 7732.24). Execute the Cooperative Road Maintenance Agreement in FSH 7709.59, Chapter 60, section 63.22, exhibit 01, with each cooperator for cooperative road maintenance in connection with road easements shared in a Road Right-of-Way Construction and Use Agreement or similar prior agreement between the Forest Service and private or state timber landowners. The Cooperative Road Maintenance Agreement was negotiated and agreed to by the Forest Service and the cooperators and is required by section 9 of the Road Right-of-Way Construction and Use Agreement, which was also negotiated and agreed to by the Forest Service and the cooperators.

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63.22 – Exhibit 01

Cooperative Road Maintenance Agreement

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE

COOPERATIVE ROAD MAINTENANCE AGREEMENT

AUTHORITY:
National Forest Roads and Trails Act, 16 U.S.C. 532-538

This Cooperative Road Maintenance Agreement (Agreement) is entered into by _____ (the Cooperator) and the United States Department of Agriculture, Forest Service, _____ [Region/National Forest] (the Forest Service), also referred to individually as "party" and collectively as "parties," for roads covered by reciprocal easements granted by the parties pursuant to a Road Right-of-Way Construction and Use Agreement or similar prior agreement under which the Cooperator or another party and the Forest Service shared capital road costs (hereinafter "reciprocal easements"). The reciprocal easements provide for the parties' performance of maintenance and preservation of the roads for future use.

The roads covered by the reciprocal easements and this Agreement (covered roads) are listed in Appendix A.

DEFINITIONS

The following definitions apply to this Agreement:

Equivalent Unit (EU). An average light vehicle having four or more wheels such as a passenger car, pick-up truck, or recreational vehicle moving over a given point in either direction.

Major Damage. Damage that:

1. Results from natural causes and is not repairable by recurrent maintenance; exceeds the damage that typically occurs in the area under normal operating conditions and procedures and is not anticipated or provided for in the Annual Maintenance Plan or requires additional capital expenditure to repair; or

2. Results from road use or a party's failure to make repairs that intentionally or unintentionally affects serviceability of a road or results in wear or damage that exceeds the wear or damage that typically occurs in the area under normal operating conditions and procedures.

Restoration. Work necessary to restore a road to the road standard agreed to by the parties.

Road Maintenance. Ongoing work needed to preserve or restore a road, including the surface, shoulders, roadside, structures, and any traffic control devices that are necessary for safe and efficient use of the road, to the standards of its original construction or reconstruction or as otherwise agreed to by the parties.

1. Deferred Maintenance. Road maintenance that is deferred for at least 1 year until it is needed or can be economically or efficiently performed.

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2. Non-Traffic-Generated Maintenance. Road maintenance that is necessary as a direct result of normal weathering or other factors that cannot be attributed to traffic.

3. Recurrent Maintenance. Road maintenance that is performed as needed on a continuing basis with accomplishment annually or more frequently.

4. Traffic-Generated Maintenance. Road maintenance, other than repair of major damage, that is necessary as a direct result of or to minimize the effect of traffic.

Road Standard. A standard which is determined by the physical characteristics of a road, such as traveled way width, shoulders, pullouts, slope, curve widening, surfacing, and the definitive length and maximum sustained grade and pitch of those characteristics, and which is described in the road plans, drawings, or specifications or other documentation included in a supplement to the Road Right-of-Way Construction and Use Agreement or similar agreement.

Tributary Area. The land area eligible for roading and/or timber removal within a boundary that is determined by transportation analysis using break-even points for timber haul routes for normal logging systems and practicable helicopter logging. The tributary area may extend beyond the area covered by a Road Right-of-Way Construction and Use Agreement.

TERMS AND CONDITIONS

A. GENERAL TERMS

1. Authority. This Agreement is executed under the authority of the National Forest Roads and Trails Act, 16 U.S.C. 532-538; and Forest Service regulations at 36 CFR 212.3, 212.5(c)-(e), and 212.9(f), as amended.

2. Effective Date. This Agreement is effective when it is fully executed.

3. Requirement for this Agreement. The parties or their predecessors-in-interest have exchanged easements and shared construction costs for the covered roads pursuant to a Road Right-of-Way Construction and Use Agreement or similar prior agreement. The Road Right-of-Way Construction and Use Agreement provides for the parties to enter into a separate agreement for the performance of maintenance and sharing of costs for the covered roads.

4. Road Maintenance Standards. The covered roads shall be maintained in a timely manner to the road standards agreed upon by the parties, to the standards of original construction or reconstruction, or as otherwise agreed to by the parties in writing. Changes in road standards shall be documented in a signed and dated supplement to the Road Right-of-Way Construction and Use Agreement or similar agreement.

5. Scope of This Agreement. All road maintenance for the covered roads shall be performed and the associated costs apportioned between the parties in accordance with this Agreement, provided that nothing in this Agreement shall invalidate any provisions of the reciprocal easements granted by the parties pursuant to a Road Right-of-Way Construction and Use Agreement or similar prior agreement.

6. Road Reconstruction. If major damage occurs to any portion of a covered road or the parties agree that reconstruction of a covered road is needed, the parties shall endeavor to agree upon (a) the type of reconstruction to be performed and (b) the share of the cost of the reconstruction to be borne by the parties and the performing party. Agreement on the type of reconstruction and the cost sharing for the reconstruction shall be reflected in a supplement to the Road Right-of-Way Construction and Use Agreement or similar agreement for the covered roads.

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7. Termination of This Agreement. This Agreement may be terminated by either party after 90 days written notice to the other party. Termination of this Agreement shall not affect any obligations incurred under this Agreement by the parties prior to its termination.

8. Modifications. Modifications of this Agreement must be in writing and must be signed and dated by both parties.

9. Removal of a Covered Road. If a covered road is removed from this Agreement, the Agreement shall terminate as to that covered road. The removing party shall remain responsible for any obligations incurred under this Agreement prior to the removal. All recurrent and deferred maintenance obligations (traffic-generated and non-traffic-generated) attributable to that covered road shall be calculated and reconciled in the Annual Maintenance Plan or, if the parties have no remaining covered roads, within a timeframe agreed to by the parties. The removing party may elect to perform any outstanding road maintenance obligations for the covered road or may elect to pay that party's share of the cost of the road maintenance to be performed.

10. Termination of a Reciprocal Easement. If a reciprocal easement terminates, this Agreement shall terminate as to that reciprocal easement.

11. Lack of Benefit to Members of Congress. Pursuant to 41 U.S.C. 22, no member of or delegate to Congress may benefit from this Agreement, either directly or indirectly.

12. Debarment and Suspension. The Cooperator shall immediately inform the Forest Service of any current or future debarment or suspension of the Cooperator or any of its principals from entering into covered transactions with the federal government under 2 CFR Part 180.

13. Third Party Beneficiary Rights. Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto, and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

B. ANNUAL MAINTENANCE PLAN

1. Scope and Timing. The parties shall prepare, sign, and date an Annual Maintenance Plan for the recurrent and deferred maintenance needed for the covered roads each year, consistent with the requirements, definitions, and other applicable information in this Agreement. The Annual Maintenance Plan may contain or reference other requirements, definitions, road maintenance specifications, materials and equipment rates, and information consistent with this Agreement that the parties mutually deem necessary to effectively maintain the covered roads to the latest standard agreed to by the parties. All covered roads should be considered, regardless of whether they are currently being used or will be used during the year covered by the Annual Maintenance Plan, in preparing the plan. The parties may agree to include in the Annual Maintenance Plan other roads for which the parties have shared construction costs. The Annual Maintenance Plan shall be agreed upon by May 1 of each year, or by another date agreed upon by the parties, and shall cover all road maintenance performed or planned to be performed during the year covered by the Annual Maintenance Plan. When deemed necessary by the parties to plan for recurrent or deferred maintenance projects, the parties shall include work to be performed beyond the year covered by the Annual Maintenance Plan.

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2. Dispute Resolution. If the Annual Maintenance Plan is not agreed to on time by the parties' principal contacts in paragraph E, unresolved issues shall be elevated to the next highest management level of the parties for resolution. Pending resolution, all agreed-upon portions of the Annual Maintenance Plan shall be implemented so that needed road maintenance is not delayed. If resolution cannot be reached, the parties shall exercise rights acquired or reserved under the reciprocal easements to ensure needed road maintenance is accomplished. Each party shall bear its proportionate share of the cost of the road maintenance performed pending resolution of disputes, consistent with this Agreement.

3. Contents. At a minimum, the Annual Maintenance Plan shall include the following for the covered roads in the plan:

   a. Road numbers and other identifying information for covered road segments and groups of covered roads;

   b. Length in miles;

   c. A description of traffic-generated and non-traffic-generated maintenance;

   d. Shares of annual traffic-generated and non-traffic-generated maintenance attributable to each party;

   e. Performance responsibility and any credit attributable to a party based on performance beyond that party's share;

   f. The total traffic-generated and non-traffic-generated maintenance obligation for each party for the year; and

   g. For each surfaced covered road or group of surfaced covered roads, an estimate of the cumulative total traffic or the actual share percentages attributable to each party since original construction, reconstruction, the most recent surface rock replacement, or since all traffic-generated deferred maintenance obligations were last reconciled and satisfied.

   The parties shall estimate and document the items in paragraphs B.3.a through B.3.g before May 1, or by another date agreed to by the parties, each year based in part on the annual accounting for the previous year.

   The parties may elect to discuss additional items such as, but not limited to, descriptions of deferred maintenance and the total amount of cumulative deferred maintenance that may be performed in subsequent years.

4. Revisions. The parties may jointly revise the Annual Maintenance Plan. Revisions to the Annual Maintenance Plan must be in writing and must be signed and dated by the parties.

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5. Annual Reconciliation. Before preparation of the Annual Maintenance Plan each year, the parties shall reconcile in writing the amount of projected road use and the amount and cost of projected road maintenance under the Annual Maintenance Plan for the previous year with the amount of actual road use and the amount and cost of actual road maintenance under the Annual Maintenance Plan for that year. If the annual reconciliation shows that either party has underpaid its proportionate share of the cost of road maintenance under the Annual Maintenance Plan, that party shall make a cash payment to the other party for the amount of the underpayment. If the annual reconciliation shows that either party has overpaid its proportionate share of the cost of road maintenance under the Annual Maintenance Plan, the other party shall make a cash payment to the overpaying party for the amount of the overpayment, unless, the parties agree to carry an underpayment or an overpayment forward to the next Annual Maintenance Plan.

6. General and Administrative Costs. Obligations incurred by or amounts owed to either party under this Agreement may include necessary general and administrative costs that are identified in advance and agreed to by the parties in the Annual Maintenance Plan.

7. Noncompliance.

   a. Inability to Perform. If one party finds it cannot perform its obligations in the Annual Maintenance Plan, that party shall notify the other party in writing so that alternate arrangements can be made for completing the road maintenance.

   b. Failure to Perform. If one party is not performing its obligations in the Annual Maintenance Plan, the other party shall notify the responsible party in writing. The responsible party shall make arrangements to correct the deficiencies as soon as practicable and shall notify the other party in writing of those arrangements. If the deficiencies are not corrected within a timeframe agreed to by the parties, the other party may complete the road maintenance. Cost records shall be adjusted to reflect credit for the completed work.

C. COST SHARING

1. Basis for Cost Sharing.

   a. The basis for sharing the cost of road maintenance for each covered road or group of covered roads shall be shown in the Annual Maintenance Plan. The following lists display examples of traffic-generated and non-traffic-generated maintenance. Additional types of road maintenance may be included in the Annual Maintenance Plan, as appropriate. Types of maintenance may be moved between traffic and non-traffic categories as agreed to by the parties in the Annual Maintenance Plan.

Traffic-Generated	Non-Traffic-Generated
Surface blading	Minor drainage structure replacement
Bridge maintenance	Brushing
Dust abatement	Ditch cleaning
Cattle guard (cleanout)	Cattle guard (replacement)
Gate repair	Culvert cleaning
Surface rock replacement	Slide removal/repair
Asphalt maintenance	Re-vegetation and seeding
Pavement markings	Signing (road functions and safety)
Signing (temporary traffic control)	Gate repair

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b. National Forest Traffic – The traffic generated by use of National Forest System lands and other lands, exclusive of Cooperator traffic.

c. Cooperator Traffic – The traffic generated by use of lands owned or controlled by the Cooperator, except such traffic as is generated by non-commercial recreational use of Cooperator's lands.

2. Traffic-Generated Maintenance. Unless otherwise agreed to by the parties, all traffic-generated maintenance shall be shared on the basis of proportionate use attributable to each party, based on the number of EUs assignable to each party in accordance with the following:

a. On all covered roads except those that are paved or have a bituminous surface, a factor of 5 EUs per 1,000 board feet (MBF) of logs shall be used to convert the gross weight of logging trucks. A factor of 4,800 pounds shall be used to convert the gross weight of other types of commercial hauling on these covered roads to EUs.

b. On all paved and bituminous-surfaced covered roads, each MBF of logs hauled, including one round trip by a log truck and a support vehicle, shall be equal to 20 EUs. A factor of 1,200 pounds shall be used to convert the gross weight of other types of commercial hauling on these covered roads to EUs.

c. Calculate the EUs for hauling other commercial products or due to specific circumstances as follows:

For native and gravel-surfaced covered roads:

(1) Computations shall be based on local cost data, or other applicable information as agreed to by the parties, from traffic-generated maintenance studies.

(2) Where traffic-generated maintenance studies have not been completed, but data on load and vehicle weights are available, computations shall be based on the following formula:

$$Number\ of\ EUs\ \ per\ MBF = (A/B)/C,$$

Where A = loaded truck weight + empty truck weight + support vehicle weight,
B = weight of the EU vehicle, and
C = MBF per loaded truck.

The weight of the EU vehicle used above shall be used to convert the gross weight of other commercial vehicles to EUs.

All vehicle weights calculated under this Agreement are a gross measure and are based on typical vehicles traveling on the covered roads.

d. Shares of traffic-generated maintenance resulting from noncommercial (recreational and administrative) use shall be based on EUs attributable to each party determined by traffic counts or another method agreed to by the parties.

3. Non-Traffic-Generated Maintenance. All non-traffic-generated maintenance obligations for a covered road shall be assigned on the basis of each party's proportionate share of the total accumulated capital value of the covered road. Where no capital value records exist, or where land adjustments have occurred, non-traffic-generated maintenance obligations shall be based upon each party's proportionate ownership of the tributary area accessed by the covered road.

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4. Deferred Maintenance. The parties are obligated to pay or perform their proportionate share of deferred maintenance for the covered roads. Each party's proportionate share of traffic-generated deferred maintenance shall be determined based on the traffic (e.g., equivalent units or MBF) attributable to each party's proportionate use of the covered roads as described in paragraph C.2. Each party's proportionate share of non-traffic-generated deferred maintenance shall be determined based on the proportionate share assigned to each party for the covered roads as described in paragraph C.3. Credit attributable to a party based on performance beyond that party's share for deferred maintenance performed can be used to offset any other agreed road maintenance costs. That credit shall be in writing and shall be included in the Annual Maintenance Plan.

5. Major Damage. The cost of repairing major damage resulting from natural causes shall be shared in accordance with section 10 of the Road Right-of-Way Construction and Use Agreement or a similar prior agreement between the parties. The cost of repairing major damage resulting from road use or a party's failure to make timely repairs shall be borne entirely by the party causing the damage. Road use by either party that will cause major damage to a covered road may not occur without prior written approval from all owners of the covered road.

6. Replacement of Major Road Structures. Replacement of major road structures such as but not limited to retaining walls, major drainage structures, and bridges is a capital investment and is not subject to cost sharing under this Agreement. The cost of replacement of major road structures shall be shared pursuant to section 10 of the Road Right-of-Way Construction and Use Agreement or similar prior agreement.

7. Revisions to Road Standards. Reductions and upgrades, other than unilateral upgrades, in road standards for the covered roads require mutual agreement of the parties. Reductions and joint upgrades in road standards for the covered roads must be documented in a supplement to the Road Right-of-Way Construction and Use Agreement or similar agreement. When a road standard for a covered road is jointly reduced or upgraded, any resulting changes in the parties' deferred maintenance obligations shall be determined by the parties and documented and reconciled in the Annual Maintenance Plan.

8. Unilateral Upgrades in Road Standards. When one party unilaterally upgrades the road standard for a covered road, the other party's road maintenance obligation shall be based on the cost to maintain the covered road to the previously existing road standard. A unilateral upgrade in the road standard for a covered road may not interfere with the serviceability of the covered road to the other party. Road standards shall not be unilaterally downgraded.

9. Winter Road Use. Unless otherwise agreed to by the parties, when one party uses a covered road in the winter, that party shall bear the cost of snow plowing, spreading abrasives, de-icing, and any necessary signing and traffic control devices. When a covered road is used by both parties in the winter, the cost of associated snow plowing, spreading abrasives, de-icing, and any necessary signing and traffic control devices shall be shared by the parties in proportion to their use. Chemicals for de-icing shall be agreed upon by both parties prior to application.

D. OPTIONS FOR FULFILLING ROAD MAINTENANCE OBLIGATIONS

Prior to commencing any road maintenance, the parties shall describe the work to be performed, document the estimated costs, discuss the amortization of the costs of the work, and determine which party will perform the work. The basis for determining costs for such road maintenance may include but is not limited to engineering estimates, local contractor rates, material costs, or the applicable Regional Cost Guide.

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Any of the following options may be used individually or in combination to fulfill obligations to perform and finance road maintenance under this Agreement. In lieu of cash payment in paragraphs D.1 and 2 below, the parties may mutually agree to provide materials; to apply a previous overpayment which had been carried forward from an annual reconciliation; or to carry forward an underpayment when appropriate. The options selected shall be documented in the Annual Maintenance Plan.

1. Recurrent Maintenance.

   a. Maintenance by One Party. One party assumes the responsibility for performing all recurrent maintenance under the Annual Maintenance Plan. The other party shall pay for its proportionate share of the recurrent maintenance in cash. If the Forest Service is the performing party, the Cooperator shall deposit with the Forest Service, in advance of the work to be performed, sufficient funds in one or more payments to cover the Cooperator's projected proportionate share of the cost. If the Cooperator is the performing party, the Forest Service shall reimburse the Cooperator in a timely manner, in one or more payments, for the Forest Service's projected proportionate share of the cost after the work has commenced.

   b. Maintenance by Both Parties. The parties share responsibility for performing recurrent maintenance under the Annual Maintenance Plan. Each party's proportionate share shall be specified in the Annual Maintenance Plan. The proportionate shares may be revised with the mutual agreement of the parties. Revisions to the proportionate shares must be in writing.

2. Deferred Maintenance.

   a. Maintenance by Either Party and Payment by the Other Party as Maintenance Occurs. Either party performs deferred maintenance, and the other party pays for its proportionate share of deferred maintenance as it occurs. If the Forest Service is the performing party, the Cooperator shall deposit with the Forest Service, in advance of the work to be performed, sufficient funds in one or more payments to cover the Cooperator's projected proportionate share of the cost. If the Cooperator is the performing party, the Forest Service shall reimburse the Cooperator in a timely manner, in one or more payments, for the Forest Service's projected proportionate share of the cost after the work is accomplished by the Cooperator and accepted by the Forest Service.

   b. Maintenance by Either Party and Payment by the Other Party, or Maintenance by Both Parties and Reconciliation of Costs After Maintenance is Completed. Either party performs deferred maintenance, and the other party pays for its proportionate share of deferred maintenance after it is completed. Alternatively, both parties perform deferred maintenance, and each party's projected deferred maintenance costs are reconciled against each party's actual deferred maintenance costs during the annual reconciliation, unless otherwise agreed to by the parties.

E. PRINCIPAL CONTACTS AND OFFICIALS WITH DELEGATED AUTHORITY

The following positions are the principal contacts for this Agreement and have delegated authority to implement this Agreement, including executing any necessary documents.

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Cooperator Contact and Authorized Official

[title]
[address]
[telephone number]
[email address]

Forest Service Contact and Authorized Official

[title]
[address]
[telephone number]
[email address]

The Cooperator and the Forest Service shall notify each other in writing of any changes in the information regarding their respective principal contact and authorized official.

FOR THE COOPERATOR

By: _____

Name and Title: _____

Date: _____

FOR THE FOREST SERVICE

By: _____

Name and Title: _____

Date: _____

APPENDIX A

COVERED ROADS

XX National Forest
XX Cooperator
XX Agreement Area

Road No.	Road Name	Segment	Length	Shares Cooperator	Shares FS

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63.23 - Road Maintenance Agreements

Implement maintenance agreements with State, county or local government agencies, and other Federal agencies to document the sharing of road maintenance responsibilities. See FSM 1530 for policy and model agreement for the exchange of road maintenance responsibilities or maintenance operations between Federal agencies. See FSH 1509.11, Grants and Agreements Handbook, chapter 30, for direction and sample agreement for cooperative maintenance activities with States, counties, or local governments.

63.24 - Road Use Permits

Include appropriate road maintenance requirements in Road Use Permit, form FS-7700-41, when authorizing use of existing National Forest System roads where unrestricted road use has been limited by a road order pursuant to Title 36, Code of Federal Regulations, section 261.54 and where use is not covered by contract, authorization, or agreement.

63.25 - Special Use Authorizations

Include appropriate road maintenance requirements in special use authorizations used to authorize construction of roads or to grant rights of use in existing roads. See FSM 2730 for specific policy and direction on special use permits.

63.26 - Off-Highway Haul

Limit sharing of road maintenance costs to that associated with standard highway load traffic. Except for unusual situations, the Forest Service does not share in maintenance costs attributable to Off-Highway Haul (OHH) (FSM 7730.5). Assign all maintenance costs attributable to OHH to the user.

63.3 - Methods of Sharing

Road users may redeem their maintenance sharing responsibilities in several different ways. The most common methods are described below.

63.31 - Work Performance

Require road users to perform road maintenance work equal in value to their commensurate road maintenance obligation. This may involve performing all or selected maintenance activities on a continuing or rotating basis.

63.32 - Cooperative Work

Use this procedure when the Forest Service performs or is responsible for performing a portion of the total maintenance job and the cooperator(s) is responsible for performing the remainder of the total maintenance job. This procedure may also apply when the Forest Service agrees to fully maintain one road and the cooperator agrees to fully maintain another road. Use this

procedure to enhance program efficiencies with other Federal agencies and local governments.

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The policy statement on interagency exchange of road maintenance signed by the Forest Service, Fish and Wildlife Service, Park Service, Bureau of Land Management, and Bureau of Indian Affairs is the enabling document that provides an umbrella for the local officers of these agencies to enter into a yearly, seasonal, or periodic road maintenance agreement. See FSM 1531.07g for Policy and Model Interagency Road Maintenance Exchange Agreement.

Use this process to offset maintenance work on a value-for-value basis with counties and local government agencies. Develop cooperative agreements with counties and local government agencies that provide for the Forest Service to maintain county or local government roads and for the county or local governments to maintain National Forest System roads. Ensure that roads are included in the operating plan of the cooperative agreement and that offsetting maintenance work is on a value-for-value basis. When completed, verify that the agreed-to work has been performed and is of equal value.

63.33 - Deposited Funds

Use this procedure in situations where the user's share is relatively small in comparison with the total maintenance job, when it is not feasible for the user to perform the work, or when cyclical work (such as surfacing replacement or brush cutting) will not be required until some future date. Collect from users those funds that are equal in value to their maintenance obligation. Arrange for the maintenance work to be accomplished. See FSM 6510 for fiscal direction on use of deposited funds.

63.34 - Contributed Materials

Users may contribute maintenance materials, equal in value to their maintenance obligation, to the Forest Service. Include these materials in the Forest Service maintenance program either immediately or at some future date. Use this process in situations that require stockpiling of surfacing material, supplying culvert pipe or other drainage materials, supplying dust abatement, or other materials. The Forest Service also may contribute maintenance materials, equal in value to the Forest Service’s maintenance obligation, when other users will perform the work.

63.35 - Forest Service Payment

Pay the road user to perform the maintenance work for which the Forest Service is responsible. Follow established procurement procedures (FSM 6510).

63.4 - Commensurate Sharing

Knowledge of road users, types, classes, use season, and volumes of use for each route is necessary to properly assess responsibilities for maintenance.

Determine the amounts of such use by traffic surveillance and analysis. Estimate use if documented traffic data is not available.

Identifying other parties as having financial responsibility for road maintenance does not imply that the Forest Service has relinquished any of its management prerogatives or responsibility to

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ensure that maintenance is performed to prescribed standards. The Forest Service may authorize the user to actually perform the work or to deposit the monies to pay for performance by the Forest Service or some other party.

63.41 – Responsibility and Associated Costs

Determine the total costs associated with on-the-ground maintenance performance by computing the total amount of work of each activity to be performed and applying realistic costs. Next, determine each user's commensurate financial responsibility. The preferred procedure for this determination is described below. Other procedures may be used provided the procedures comply with the intent of the Forest Roads and Trails Act of 1964 (16 U.S.C. 532-538) and have been approved by the regional forester. This procedure is not applicable to cost share roads. See section 63.22 for direction on cost share roads. See FSM 2400 and FSH 2409.15, Timber Sale Administration Handbook, for policy and guidelines on timber sale maintenance requirements and allowances.

1. Roads Assigned to Maintenance Levels 1 and 2. Most roads managed in maintenance levels 1 or 2 prior to commercial use, experience only minor noncommercial traffic during periods of commercial use. If noncommercial traffic is significant during periods of commercial use, it may be discouraged with temporary traffic control warning signs about timber harvest activities or regulated by order (36 CFR 261) and signed accordingly. Therefore, the impact of noncommercial traffic on the total maintenance needs during periods of commercial use will usually be insignificant. The Forest Service is financially responsible for maintenance work made necessary due to closure trespass and for road damage caused by public use during periods when public traffic is significant (for example, hunting season).

a. Maintenance Level 1 Roads. The Forest Service is financially responsible for basic custodial care during the nonuse period prior to commercial use, to keep the road stable, drainage functional, and resource damage at an acceptable level.

The commercial user is financially responsible for opening the road and making it ready for use. Maintenance work to prepare a maintenance level 1 road for use is normally limited to removal (opening) of closure devices, brushing, removal and/or repair of minor slides or slumps, cleaning of roadside ditches and drainage devices, and grading of traveled way. Use reconstruction procedures to accomplish work exceeding these guidelines.

The commercial user is financially responsible for maintaining the road during the period of commercial use. The closing of the road, following the period of use, is the financial responsibility of the last commercial user. The commercial user may perform the closure work or, at Forest Service option, deposit funds for the Forest Service to perform the work following completion of post sale activities. If the Forest Service requires the road to remain open for reasons not associated with the commercial activity, the Forest Service becomes financially responsible for closing the road at some future date.

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b. Maintenance Level 2 Roads. Any maintenance work required to be completed prior to the start of commercial use to accommodate such use is the financial responsibility of the commercial user. Use reconstruction procedures to accomplish substantial improvements in road standard, to make extensive repairs, or to raise the traffic service level.

The commercial user is responsible for all required road maintenance during the period of commercial use.

2. Roads Assigned to Maintenance Levels 3, 4, and 5. Generally a mixture of commercial and noncommercial traffic exists on these roads.

a. Routine Maintenance. The financial responsibility for all routine maintenance is shared by the Forest Service and other users. Determine each user's financial responsibility on the basis of traffic units generated by their use. A traffic unit is defined as the average weight of a light, noncommercial vehicle having four or more wheels, passing a given point on a road, moving in either direction. Assign all other vehicles an equivalent traffic unit based on the ratio of their weight to that of the light, noncommercial vehicle. Establish the average weight of light, noncommercial vehicles based on sample traffic counts or other reliable data.

Limit Forest Service financial responsibility to a commensurate share of those maintenance activities required to be performed for the maintenance level assigned to the road prior to commencement of commercial use. For example, if dust abatement was not required prior to commercial use, but is required to accommodate commercial use, it should be financed entirely by the commercial user.

b. Other than Routine Maintenance. Determine the financial responsibility for other than routine maintenance in three different categories as follows:

(1) Surfacing Replacement. Establish surfacing replacement rates based on the best information available. Specify replacement rates by surfacing type and quantify in easily defined common units of measure such as cubic yards or tons of material per thousand board feet or ton-mile of haul. Use the following equation to determine each user's financial responsibility: User's financial responsibility = (Amount of haul) x (replacement rate) x (unit cost of material). Unit cost is estimated at the date of application, not to exceed the life of the timber sale, or 5 years for other situations.

The Forest Service is financially responsible for any deficit existing between the amount of funds collected by the above procedure and the total funds required to accomplish the work.

Commercial users may actually replace the surfacing on existing roads or deposit funds for future replacement by the Forest Service. The procedure to be followed will be determined by the Forest Service on a case-by-case basis.

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(2) Maintenance Items with a Work Cycle of 5 Years or Less. The financial responsibility for this work is shared by the Forest Service and other users based on traffic units. Items of work may include brushing, pavement maintenance, and structure maintenance. Use the best information available to project traffic over the work cycle period. Estimate the cost of the work at the time of planned performance.

Also use this procedure in those situations where the life of a timber sale exceeds 5 years.

(3) Maintenance Items with a Work Cycle Exceeding 5 Years. Financial responsibility for this work is normally assigned to the Forest Service. Exceptions can be made, on a case-by-case basis, for unusual high cost items such as painting of large bridges whose work cycle exceeds 5 years.

63.42 - Construction-Induced Maintenance

Construction-induced maintenance includes all maintenance work resulting directly from delivery of materials, equipment, or personnel to, or from, a construction project.

The Forest Service is financially responsible for all construction-induced maintenance on existing National Forest System roads that provide access for Forest Service public works or timber sale contract road construction and/or reconstruction projects. Include construction-induced maintenance as a requirement in the public works or timber sale contract. Except in unusual situations, do not require maintenance deposits from either a public works or timber sale contractor for construction-induced maintenance.

Private parties and other users are financially responsible for all construction-induced maintenance on National Forest System roads that result from their construction activities on either National Forest or non-National Forest lands when such use is restricted by order under Title 36, Code of Federal Regulations, section 261.54. Determine each party's financial responsibility in accordance with the procedures previously described. Maintenance deposits for construction-induced maintenance may be required from private parties and other users.

63.43 - National Forest Administration Generated Maintenance

National Forest administration generated maintenance includes all maintenance work resulting directly from delivery or removal of materials, equipment, or personnel to, or from, resource protection and service contract activities. This includes fire suppression and stewardship service contracts.

The Forest Service is financially responsible for all National Forest administration generated maintenance on National Forest System roads. Include maintenance for traffic as a requirement in stewardship service contracts and provide for it in the course of fire suppression. Except in unusual situations, do not require maintenance deposits in stewardship service contracts.

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64 - Emergency Procedures

Prepare plans as needed to provide direction, guidance, and administrative procedures for dealing with emergency situations such as flood, landslide, earthquake, fire, or acts of terrorism.

The repair of serious damage to National Forest System roads resulting from natural disasters over wide areas or catastrophic failures may qualify for Emergency Relief for Federally-Owned (ERFO) roads through the Federal Highway Administration. See FSM 7732.26 for direction on repairs performed with ERFO funds.

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