



**FOREST SERVICE HANDBOOK  
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**FSH 2409.15 – TIMBER SALE ADMINISTRATION HANDBOOK**

**CHAPTER – ZERO CODE**

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**Approved:** TINA TERRELL  
Associate Deputy Chief, NFS

**Date Approved:** XX/XX/2020

**Posting Instructions:** Amendments are numbered consecutively by Handbook number and calendar year. Post by document; remove the entire document and replace it with this amendment. Retain this transmittal as the first page(s) of this document.

<b>New Document</b>	2409.15_0	Pages 23
<b>Superseded Document(s) by Issuance Number and Effective Date</b>	WO Amendment 2409.15-96-1 Zero Code Contents.	2 Pages
	WO Amendment 2409.15-96-2 Zero Code	14 Pages

**Digest:**

This amendment updates the Zero Code to the current format and makes minor corrections and editorial changes throughout the chapter. Substantive changes are as follows:

02 – Adds objective of timber sale administration and adds list of current contract forms.

03 – Refers reader to FSM 2450.3 for direction pertaining to timber sale administration.

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04 – Revises responsibility section and adds reference to FSM 2452.4 for minimum requirements and certification of sale administration personnel. Clarifies general responsibilities pertaining to timber sale administration. Moves Line Officer’s responsibilities to FSM 2404.

04.1 – Clarifies responsibilities of Contracting Officer.

04.2 – Adds Forest Product Resource Specialist position to the sale administration team. Clarifies special requirements for administering stewardship contracts and coordination with Law Enforcement for investigation of timber theft.

04.3 – Clarifies responsibilities of Forest Service Representative.

04.4 – Clarifies responsibilities of Sale Administrator.

04.5 – Clarifies responsibilities of Harvest Inspector.

04.6 – Clarifies responsibilities of Engineering Representative.

04.7 – Clarifies responsibilities of Construction Inspector.

04.8 – Adds Forest Product Resource Specialist as a member of the sale administration team and lists principal responsibilities of the position.

05 – Adds information clarifying differences in terminology between timber sale contracts and integrated resource contracts. Adds new definitions, clarifies some existing definitions and deletes obsolete definitions.

07 – Establishes code, caption, and sets forth direction on “Sale Administration Forms” and sets forth direction providing source location for these and other approved forms.

08 – Establishes code, caption, and sets forth direction on “Cross Walk FS-2400-6/6T and FS-2400-13/13T Contracts Provisions”.

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### **01 - AUTHORITY**

Refer to FSM 2450.1 for a list of the principal laws and regulations pertaining to timber sale administration.

### **02 - OBJECTIVE**

The objective is to attain full compliance with terms in the following timber sale contract forms:

1. FS-2400-2 Contract For Sale of Decked Timber
2. FS-2400-3S Timber Sale Contract (Applicable to timber sales to be scaled after felling)
3. FS-2400-3T Timber Sale Contract (Applicable to sales to be measured before felling)
4. FS-2400-3P Forest Products Contract (Applicable to the sale of nonconvertable products)
5. FS-2400-4 Forest Products Contract and Cash Receipt
6. FS-2400-6 Timber Sale Contract (Applicable to timber sales to be scaled after felling)
7. FS-2400-6T Timber Sale Contract (Applicable to sales to be measured before felling)
8. FS-2400-13 Integrated Resource Timber Contract (For measurement of products after harvest)
9. FS-2400-13T Integrated Resource Timber Contract (For measurement of products before harvest)

The different contract forms may be revised and updated over time. When this occurs the date of the revision is added after the contract form number. The newest version of a contract form will always be used as new sales are prepared but because many sales have a contract length of two or more years, there may be more than one version of a contract form in use at any given time.

### **03 - POLICY**

Refer to FSM 2450.3.

### **04 - RESPONSIBILITY**

Contract administration relies on the combined efforts of qualified, named individuals to fulfill the contractual responsibilities of the Forest Service. Variations in organizations for carrying out timber sale administration exist from Region to Region in the Forest Service. These differences accommodate differing workloads, programs, and operating needs. General Line Officer and principal staff responsibilities are addressed in FSM 2450.4. Specific responsibilities for key positions in timber sale administration are described below in sections 04.1 - 04.8. Minimum requirements and certification of sale administration personnel are located at FSM 2452.4. Regional Foresters may establish criteria for the authority that may be delegated to individual members of the contract administration team.

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Only those Forest Service personnel with specific written designation and delegation of authority may take action under the terms of the contract. Other Forest Service employees such as Resource Specialists or Line Officers may assist and advise the sale administration team as needed but unless they are a designated member of the contract administration team, they have no delegated authority to take independent action under the terms of the contract (FSM 2450.3).

All members of the sale administration team are responsible for sharing information with each other and for informing other Forest Service staffs of the nature and extent of timber harvesting operations occurring on their unit. This will alert other field personnel to watch for activities that may appear unusual or otherwise be of interest to the administration team, such as log trucks hauling on roads not being used by the timber sale contract. It will also inform other Forest Service personnel of any potential safety related information that will be of interest to them and the public.

Line Officer responsibilities for timber sale administration are located at FSM 2404.

#### **04.1 – Timber Sale Contracting Officer**

The Contract Disputes Act (41 U.S.C. 7101, *et seq.*) describes the authority of a Contracting Officer, in accordance with applicable regulations, to make and administer contracts. The CO is authorized to represent the Government and to exercise judgment in contractual matters.

Responsibilities of the Contracting Officer include but are not limited to:

1. Supervising, coordinating, or performing all aspects of sale administration.
2. Providing leadership and technical assistance for contract administration to the rest of the timber sale administration team.
3. Determining the highest responsive bid for timber sales, the best value offer for stewardship contracts and bidder responsibility prior to awarding contracts.
4. Awarding timber sale contracts, including signing the contract over the title "Contracting Officer."
5. Signing contract modifications, sale design changes, and other agreements with the contractor over the title "Contracting Officer."
6. Designating additional members of the contract administration team and delegate authority to each member. This includes providing the Purchaser with a written list of the authorities delegated to each member of the contract administration team.

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7. Acting as impartial judge on contractual issues and base all contractual decisions on the timber sale contract document, independent of other land stewardship responsibilities. These decisions include but are not limited to:
  - a. Requests to cut and remove species or products not listed as included timber in the contract.
  - b. Requests for revision of specified roads.
  - c. Revisions to the estimated costs to reflect changes in the specified roads.
  - d. Requests for contract performance by someone other than the Purchaser.
  - e. Continuation or lifting of suspensions of the Purchaser's operations pursuant to breach.
  - f. Requests for changes in status of timber sale contracts addressed in FSM 2453.
8. Receiving and settling all claims against the Government from a Purchaser relating to the contract within specific limitations in the designation of contracting authority. This authorization does not include settling claims or disputes that another Federal agency specifically is authorized to administer, such as Equal Employment Opportunity disputes, nor does it include any claim involving fraud.
9. Keeping local Line Officers fully informed about emerging contract issues and disputes.
10. Notifying the Purchaser, in writing, the name of the individual designated to act on behalf of the Contracting Officer whenever the Contracting Officer will be temporarily absent (two weeks or less) or otherwise unavailable. Such Contracting Officer must have delegated authority from the responsible line officer pursuant to FSM 2404.21.
11. Notifying the Purchaser, in writing, if the Forest Service Representative is anyone other than the District Ranger.
12. Designating the Engineering Representative, in writing, describing the scope of responsibilities and authority the Engineering Representative may exercise in the administration of the timber sale and notify the Purchaser, in writing, of the designation. This responsibility may be delegated to the Forest Service Representative.
13. Ensuring that the Purchaser has a representative named and documented in writing, available to the area of operations, and authorized to receive notices and to take action.

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14. Accepting specified roads. This responsibility may be delegated to the Forest Service Representative.
15. Accepting IRTC Stewardship Projects.
16. Closing contracts.

## **04.2 – Timber Sale Administration Team**

The timber sale contract administration team consists of named individuals with specific delegated authority to act and receive notices for the Forest Service under the terms of the timber sale contract. The timber sale contract administration team consists of the Contracting Officer and any of the following, as needed:

1. Forest Service Representative
2. Sale Administrator
3. Harvest Inspector
4. Engineering Representative
5. Construction Inspector
6. Forest Products Resource Specialist

The team assists in the day-to-day administration of timber sale contracts. The specific responsibilities of each member are described in sections 04.3 through 04.8.

While being an integral part of the contract administration team for all timber sales, the Forest Products Resource Specialist does not have delegated authority to act as a representative of the Contracting Officer.

The Integrated Resource Timber Contract (IRTC) administration team may require special expertise for stewardship projects that is outside of the scope of the timber sale administrator's certification. In that case, the consulting Procurement Contracting Officer (FSH 2409.19, Ch. 60) may recommend a qualified Contracting Officer's Representative to assist with inspections. The IRTC Contracting Officer may delegate specific inspection and acceptance authority to this individual related to the stewardship projects.

Although not directly a part of the sale administration team, Forest Service Law Enforcement has a key role in identifying and investigating potential timber theft associated with timber sale operations (FSH 5309.11, sec. 23.3). Sale administration personnel should keep Forest Service Law Enforcement personnel apprised of where forest product removal operations are active including haul routes, and if applicable, scaling locations (FSH 2409.12b, Ch. 10).

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### **04.3 – Forest Service Representative**

In accordance with timber sale contract provision B/BT6.1 (FSH 2409.15, sec. 66.1), the District Ranger is the Forest Service Representative (FSR) on timber sale contracts, unless the Contracting Officer designates this role to another subordinate in writing. Certain Forest Service Representative responsibilities may be redelegated to subordinates in accordance with standards established by each Region. It is the responsibility of the Forest Service Representative to:

1. Ensure Timber Sale Administrator (SA) and Engineering Representative (ER) receive written instructions regarding the Forest Service's concerns and points of emphasis for the timber sale and inform them in writing, about any conditions peculiar to the specific sale.
2. Serve as point of contact with the purchaser's representative to:
  - a. Receive notice in regard to performance under the contract,
  - b. Take action in relation to the contract, and
  - c. Be readily available to the area of construction and logging operations (FSH 2409.15, Chapter 60).
3. Designate the Sale Administrator in writing, describing the scope of responsibilities and authority the Sale Administrator may exercise.
4. Designate the Harvest Inspector (HI) in writing, describing the scope of responsibilities and authority the Harvest Inspector may exercise, or may redelegate this authority to the Sale Administrator if permitted by the Region's standards.
5. If authorized by the Contracting Officer, the Forest Service Representative may designate the Engineering Representative in writing, describing the scope of responsibilities and authority the Engineering Representative may exercise.
6. Designate the Construction Inspector in writing, describing the scope of responsibilities and authority that the Construction Inspector may exercise. The Forest Service Representative may redelegate this authority to the Engineering Representative if permitted by the Region's standards.
7. Ensure Purchaser receives copies of the documents designating the Sale Administrator and Harvest Inspector, and copies of the documents designating the Engineering Representative and Construction Inspector, if applicable.
8. Keep the Contracting Officer informed on the status of sale operations and any emerging problems.

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#### **04.4 – Sale Administrator**

The Sale Administrator is the primary on-the-ground contact and principal timber sale inspector (FSH 2409.15, sec. 66.1). It is the responsibility of the Sale Administrator to:

1. Advise the Forest Service Representative as to work needed or performed.
2. Check fire requirements and precautions.
3. Approve or reject location, clearing widths and appropriate construction standards of landings, temporary roads, and skid trail locations.
4. Inspect falling, bucking, limbing, lopping, utilization, skidding, slash disposal, erosion control, and road maintenance requirements.
5. Make minor adjustments to boundaries of cutting units or to timber individually marked for cutting such as designating timber in authorized clearings or hazard trees identified by the Purchaser. Individual Regions or the Contracting Officer may limit the scope of this authority.
6. Refer problems the Sale Administrator is unable to resolve to the Forest Service Representative.
7. Make final decisions within the Sale Administrator's delegated authority that are contractually binding.
8. Designate, if authorized by the Forest Service Representative, the Harvest Inspector in writing, describing the scope of responsibilities and authority the Harvest Inspector may exercise pursuant to the Region's guidelines.
9. Notify Forest Service Law Enforcement personnel if undesignated timber is cut or timber is unnecessarily damaged (FSH 2409.12a, sec. 11.2 and FSH 5309.11, sec. 23.3).
10. Prepare a written report summarizing each inspection and documenting all agreements made within delegated authority. Use the appropriate approved form for the contract type. Form FS-2400-0081 Timber Sale & Stewardship IRTC Inspection Report is the preferred form for documenting inspections and mutual agreements reached in the field.

#### **04.5 – Harvest Inspector**

It is the responsibility of the Harvest Inspector to:

1. Carry out the instructions of the Sale Administrator or Forest Service Representative on inspections of the Purchaser's activities.

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2. Check for compliance with provisions of the timber sale contract.
3. Serve, if authorized by the Sale Administrator, as the daily contact with the purchaser's Field Supervisor.
4. Refer problems and contractual issues to the Sale Administrator or Forest Service Representative.
5. Prepare a written report summarizing each inspection. Form FS-2400-0081 Timber Sale & Stewardship IRTC Inspection Report is the preferred form for documenting inspections.

#### **04.6 – Engineering Representative**

Depending on the local structure of the sale administration organization the Engineering Representative may be designated by and report directly to either the Forest Service Representative or Contracting Officer for contractual matters.

It is the responsibility of the Engineering Representative to:

1. Serve as the on-the-ground contact and inspector of specified road construction under the timber sale contract.
2. Report to the Forest Service Representative or Contracting Officer for contractual supervision.
3. Report to the Forest Engineer for technical advice.
4. Make contractually binding final decisions within the Engineering Representative's delegated authority.
5. Refer problems the Engineering Representative is unable to resolve, or does not have the authority to resolve, to the Forest Service Representative or Contracting Officer. Refer problems requiring technical interpretations to the Forest Engineer for review.
6. Receive notices and approve the performance of engineering activities in accordance with drawings, specifications, and other terms of the timber sale contract. These approvals may include:
  - a. Minor adjustments as needed,
  - b. Necessary changes, such as changes in grade, elevation, or alignment to obtain compliance with drawings and specifications,

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- c. Revise drawings, specifications, and cost estimates for the changed work that the timber sale contract prescribes in the event of physical changes, design changes, and other construction cost adjustments.
7. Initiate the issuance of form FS-7700-42, Specified Road Construction Agreement and/or Notice, to the purchaser's representative for the following:
  - a. Noncompliance with the requirements of drawings and/or specifications,
  - b. Approval or authorization as called for in the specifications,
  - c. Mutual agreement as authorized in the specifications,
  - d. Minor design change agreements not qualifying for cost adjustments.
8. Designate, if authorized by the Contracting Officer or Forest Service Representative, in writing, the Construction Inspector describing the scope of responsibilities and the authority the Construction Inspector may exercise pursuant to the Region's guidelines.
9. Prepare a written report summarizing each inspection and documenting all agreements made within delegated authority. Use the appropriate approved form for the contract type, form FS-2400-0081 Timber Sale & Stewardship IRTC Inspection Report is the preferred form for documenting inspections and mutual agreements reached in the field.
10. Provide monthly progress estimates to the Forest Service Representative and Forest Product Resource Specialist.

#### **04.7 – Construction Inspector**

It is the responsibility of the Construction Inspector to:

1. Carry out the instructions of the Engineering Representative and/or Forest Service Representative in the inspection of the Purchaser's road construction and maintenance activities.
2. Check for compliance with drawings and specifications through day-to-day contacts with the purchaser's Field Supervisor.
3. Refer any unresolved problems and contractual issues to the Engineering Representative or the Forest Service Representative.

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4. Prepare a written report summarizing each inspection.

#### **04.8 – Forest Products Resource Specialist**

It is the responsibility of the Forest Products Resource Specialist to:

1. Review contract packages for completeness prior to advertisement.
2. Help conduct contract bid openings.
3. Provide technical forest product financial management expertise for activity reviews and audits.
4. Provide technical advice and training to other members of the sale administration team, timber sale purchasers, and line officers as the subject matter expert for forest product financial information.
5. Verify all required source documents are included in the official file prior to entering data into the Forest Products Financial System (FPFS).
6. Maintain accountable property and associated records for the various Forest Product Removal Permits.
7. Process scale data and quarterly audits of scale data.
8. Advise Contracting Officer on bonding instruments and maintain negotiable securities in appropriate secure storage.
9. Provide oversight for accurate forest product accounting procedures.
10. Maintain official contract files.

#### **05 - DEFINITIONS**

Integrated Resource Contract forms FS-2400-13 and FS-2400-13T are timber sale contract forms used for stewardship end-result projects where the value of products sold is greater than the cost of services performed (FSH 2409.19, sec. 62.11).

There are differences in terminology between timber sale contracts used solely for the sale of products and Integrated Resource Contracts that combine the sale of property with the procurement of services. For ease in reading this handbook, and unless noted otherwise, when the following timber sale terms are used they apply to the equivalent Integrated Resource Contract terms:

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<u>Timber Sale Term</u>	<u>Integrated Resource Project Term</u>
1. Timber Sale	Integrated Resource Project or Stewardship Project
2. Timber Sale Contract	Integrated Resource Contract or Integrated Resource Timber Contract
3. Purchaser	Contractor
4. Sale Area	Contract Area
5. Sale Area Map	Contract Area Map
6. Division A/AT Specific Conditions	Part A/AT Specific Conditions
7. Division B/BT Standard Provisions	Parts B/BT through J/JT Standard Provisions
8. Division C/CT Special Provisions	Part K/KT Special Provisions

The following terms are commonly used in timber sale administration. References to contract provisions are for timber sale contracts but also apply to the comparable provision with the same descriptive title in Integrated Resource Contract forms. Not all terms are included or applicable in all contract forms.

Abnormal Delay. A delay that occurs when included timber required to be removed is not presented for scaling within a timely manner. The contract addresses abnormal delay caused by the Purchaser under provisions B3.47 and B6.82.

Automated Timber Sale Accounting System (ATSA). ATSA was replaced by the Forest Products Financial System (FPFS) in 2018.

Base Index. The specified average of the lumber or other product selling value index listed in contract provision A/AT4 as the basis for computing adjustment of rates for variance in product selling value as provided in contract provision B/BT3.2.

Base Rate Value. The value represented by summing the results of multiplying the volume(s) of all included timber by the base rate(s) for each species/product group. The base rate value must be paid in cash.

Base Rates. The lowest rates of payment for timber authorized by the contract as listed in contract provision A/AT4a and A/AT4b. Base rates are the higher of either:

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- a. The minimum rates; or
- b. The minimum deposit to the National Forest Fund of \$0.25 per hundred cubic feet (CCF), plus Knutsen-Vandenberg deposits for essential regeneration made necessary by the sale, plus timber property value.

Bid Premium. The amount by which the Purchaser's bid exceeds the advertised rates. Bid premium remains constant for the life of the contract.

Bid Rates. The rates bid by the Purchaser for included timber exclusive of other contract charges. Bid rates are the sum of the advertised rates plus the bid premium rates.

Bid rates in contract provision A/AT5a. The tentative rates subject to quarterly adjustment.

Bid rates in contract provision A/AT5b. The flat rates not subject to adjustment.

Breach. Failure to comply with the terms of the contract by either the Forest Service or the Purchaser.

Cancellation. The term “cancellation” means the elimination of all contractual requirements remaining at the time of cancellation. The terms “cancellation” and “termination” are synonymous and may be used interchangeably.

Cash Deposits. The payments made by means of cash, check, money order, or other monetary instrument.

Catastrophic Damage. A major change or damage to Included Timber on Sale Area, to Sale Area, to access to Sale Area, or a combination thereof:

1. Caused by forces, or a combination of forces, beyond control of Purchaser, occurring within a 12-month period from the onset of the initial event, including, but not limited to, wind, flood, earthquake, landslide, fire, forest pest epidemic, or other major natural phenomenon, and
2. Affecting the value of any trees or products meeting Utilization Standards, within Sale Area and estimated to total either:
  - a. More than half of the estimated timber volume stated in A2, or
  - b. More than two hundred thousand cubic feet (2,000 CCF) or equivalent.

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**Catastrophic Damage** does not include changes caused by forest pest epidemics or foreseeable deterioration if Included Timber was sold for salvage or pest control.

**Central Scaling Station.** A non-exclusive site where normally more than one purchaser is served.

**Clearcutting Unit.** A cutting unit in which all live and dead trees which meet minimum tree specifications in contract provision A/AT2 are designated for cutting.

**Continuous Scaling Service.** Scaling at one station for five, 8-hour shifts per week, exclusive of Sundays and Federal holidays, when at least the volume stated in contract provision A11 is presented per scaler during a Forest Service pay period of two weeks.

**Contract Plans.** Plans are documents that show location, details, and dimensions of the work to be performed.

**Contract Term Adjustment.** A change of the termination date to allow performance of contract requirements due to delays as provided in contract provision B/BT8.21 (FSM 2453.1).

**Contract Term Extension.** An extension of the term of the contract at the request of the purchaser as provided in contract provision B/BT8.23 (FSM 2453.1).

**Contracting Officer.** A person to which the authority has been delegated to enter into and administer a timber sale contract in behalf of the Government (FSM 2404.26).

**Convertible Products.** Products that can be converted into a board foot or cubic foot unit of measure. Examples include sawtimber, posts, poles, firewood, biomass, and pulpwood.

**Controlled Area.** An area within the sale area where resources require special protection measures under the contract.

**Cooperative Deposits.** Cash deposits made by the purchaser to do work required under the terms of the contract (FSM 2456.3).

**Cruising.** The process of measuring forest stands to determine stand characteristics, such as average tree sizes, volume, and quality.

**Cultural Resources.** Historic or prehistoric sites protected by statute.

**Current Base Rate Value.** The sum of the products of base rates and estimated remaining unscaled volumes, by species group, of included timber meeting utilization standards.

**Downpayment.** An initial deposit of cash or credits required from the purchaser as provided in contract provision B/BT4.211.

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Drawings. Typical layouts or details drawn to describe location, dimensions, and or tolerances to construct a specific element of a project. In this case will detail the scope of construction and reconstruction work for specified roads.

Field Supervisor. An individual designated in writing by the purchaser's representative whose responsibilities shall be on-the-ground direction and supervision of purchaser's operations. As provided in contract provision B/BT6.1, the Field Supervisor shall be readily available to the area of operations when operations are in progress and must be authorized to receive notices regarding performance under the contract and take related action.

Fire Precautionary Period. The period stated in contract provisions A12 or AT9 during which fire precautionary measures are required.

Flat Rates. Bid rates not subject to escalation (quarterly adjustment) under terms of the contract.

Forest Road or Trail. A road or trail wholly or partly within or adjacent to and serving the National Forest System that the Forest Service determines is necessary for the protection, administration, and utilization of the National Forest and the use and development of its resources.

Forest Service Supplemental Specifications. Provisions that modify the Federal Highway Administration's "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects" (FP) for use in Forest Service contracts. May be in addition to, or supercede, standard specifications on a specified road.

Forest Product Financial System (FPFS). FPFS replaced ATSA as the program for managing the financial aspects of timber sale contracts and permits.

Forest Transportation System. The system of National Forest System roads, trails, and airfields on National Forest System lands.

Hundred Cubic Feet (CCF). A measure of wood usually displayed by the acronym CCF.

Included Timber. All timber designated for cutting under terms of the contract.

Integrated Resource Timber Contract (IRTC). A stewardship contract where the Forest Service makes a determination under 36 CFR 223.301(b)(2) that the value of forest products removed is greater than the cost of services received.

Intermittent Scaling Services. Scaling services not covered by continuous scaling services.

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Load Count Scaling. The number of loads of logs or other forest products is counted to determine the volume for payment purposes. Average volume per load is determined using other scaling methods and the number of product removal permits used establishes the load count.

Marked (Marking) Trees. Trees are “marked” when individually designated by Forest Service personnel with paint marks above and below stump height (contract provision B/BT2.35).

Market-Related Contract Term Addition. Time added to the contract termination date when there has been a drastic reduction in wood product prices pursuant to contract provision B/BT8.212.

Material Provision. Any provision of the contract that requires specific action on the part of either party, such as payment, performance, or notification.

Minimum Rates. The lowest rate for which the Forest Service may sell timber (FSM 2431.31).

Minor Damage by Natural Causes. Damage to timber by natural causes that does not meet the criteria for catastrophic damage.

National Forest System Road. A forest road other than a road which has been authorized by a legally documented right-of-way held by a State, county, or local public road authority.

Negligent Fire. A fire caused by the negligence of the purchaser related to the purchaser's operations or when purchaser's failure to comply with the requirements of contract provision B/BT7.2 or B/BT7.3 results in a fire starting or permits a fire to spread.

Non-convertible products. Products that cannot be converted into a board or cubic foot unit of measure. Examples include Christmas trees, boughs, mushrooms, transplants, seeds, cones.

Normal Operating Season (NOS). The period beginning and ending on the dates stated in contract provision A16 or AT13 of any year. During the NOS the purchaser can expect to operate without interruptions or delays exceeding 10 consecutive days caused by adverse weather or inoperable ground conditions. The contract allows for adjustments in the contract term for interruptions or delays in scheduled operations during the normal operation season pursuant to the conditions stated in B/BT8.21.

Operating Schedule. A detailed schedule of the purchaser's activities to take place in a single operating season.

Operations Fire. A fire, other than a negligently caused fire, caused by the purchaser's operations. An operations fire is one that occurs as a result of Purchaser's operations when all factors relating to responsibility and observance of fire plans and requirements as stated in the contract have been adhered to.

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Other Contract Charges. Deposits or other payments which the purchaser is required or agrees to pay under terms and conditions of the contract and are in addition to current contract rates. These charges may be per unit of measure, lump sum, or as otherwise provided in the contract.

Partial Contract Cancellation. Deletion of one or more, but not all, identifiable units, or a significant amount of volume, from a contract.

Payment Guarantee. A payment bond, letter of credit, assigned savings account, certificate of deposit, deposited security, or other financial instrument that may be exercised by the Forest Service in the event charges for stumpage or other amounts due under terms of the contract are not paid by the purchaser.

Periodic Payment(s). Is/are amount(s) specified in the timber sale contract that a purchaser must pay by the periodic payment determination date(s) unless reduced by amounts paid as stumpage for volume removed. Depending on the length of the contract there may be one or two periodic payments.

Plan of Operations. A general plan prepared by the purchaser for completing contract operations over the life of the contract.

Pre-haul Maintenance. Road maintenance prior to use for hauling of timber that is limited to opening of closure devices, brushing, removal or repair of minor slides and slumps, cleaning of roadside ditches and drainage devices, spot aggregate placement, and blading of the travel way.

Purchaser. An individual or a business entity identified in the contract as having the right to harvest timber designated for cutting in that contract by virtue of contract award. The term also applies to an individual or business entity having the current right to harvest the timber according to the terms of an approved third-party agreement for the contract.

Purchaser's Operations. All activities and use of equipment by the purchaser; purchaser's employees; or agents, contractors, subcontractors, and their employees or agents acting in the course of their employment in meeting the requirements of a timber sale contract.

Purchaser's Representative. An individual designated by the purchaser, in writing, pursuant to contract provision B/BT6.1, who is authorized to receive notices in regard to performance under the contract and to take related action.

Residual Trees. Small trees or other timber not designated for cutting under terms of the contract.

Reasonably Close Conformity. Compliance with customary manufacturing and construction tolerances.

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Road Maintenance. The upkeep of roads including surface, shoulders, ditches, drainage structures, parking and side areas, traffic control devices, and other road related structures, as necessary for safe and efficient use.

Road Rules. Requirements described in 36 CFR 212.5 and 36 CFR 261, Subparts A, B, and C. When included, documents listing road orders, other limitations and information also apply.

Sale Area/Contract Area. The area identified in timber sale contract provision A/AT1 and shown on the sale area map. For Integrated Resource contracts FS-2400-13 and FS-2400-13T, the area identified in contract provision A/AT.1 and shown on the contract area map.

Sale Area Map/Contract Area Map. For timber sale contracts, the map titled "Sale Area Map" which is part of the contract pursuant to provision B/BT1.1. For Integrated Resource contracts, the map titled "Contract Area Map" which is part of the contract pursuant to provision B/BT.1. It identifies locations where contract requirements apply and where a Purchaser's/Contractor's rights under the contract are limited or restricted.

Scaling. The determination of gross and net volume of logs or other products after trees have been cut using instructions and specifications stated in A9 of the contract. It may include a variety of sampling and measurement methods and takes place at locations specified in contract provision A14.

Schedule of Items. A schedule in the contract that contains a listing and description of construction items, quantities, units of measure, methods of measurement, unit price and amount. As provided by the Forest Service and associated with the construction of specified roads.

Scheduled Payment. A payment required during the life of the contract in accordance with applicable provisions in the contract, such as periodic payment under provision B/BT4.213.

Sensitive Species. Those plant or animal species designated administratively by the Forest Service for which population viability is a concern and that may need special management to prevent placement on Federal or State lists of threatened or endangered species.

Shop Drawings. Includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, lists or tables, performance test data, and similar information furnished by the Purchaser which explain in detail specific portions of the work required by the contract.

Slash. All vegetative debris resulting from the Purchaser's operations. Slash associated with construction of roads is subject to treatment according to construction specifications. All other slash is subject to the terms of contract provision B/BT6.7.

Special Project Specifications. Conditions and requirements peculiar to the individual project and includes additions to and revisions of standard specifications.

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Specified Roads. Roads and related transportation facilities listed in contract provision A/AT7 and shown on the sale/contract area map.

Spill Prevention Control and Countermeasures Plan. A plan meeting applicable requirements of 40 CFR 112 and details actions to be taken in the event of a spill of oil or oil products used in timber sale operations and road construction.

Standard Specifications. Written requirements for performing work for construction of roads and bridges on Forest Service projects approved for general application and repetitive use. (FSH 7709.56, Ch. 70).

Streamcourses. Streams, draws, washes, depressions, or other features shown as streamcourses on the sale/contract area map and subject to protections under B/BT6.5.

Substantially Completed. Term applies to specified roads under construction. It means: (a) completion of grading and installation of drainage structures so they will function effectively and (b) laying the specified depth of the base course.

Temporary Roads. Roads other than specified roads which are constructed by the purchaser.

Tentative Rates. Bid rates that are subject to escalation under the terms of the contract.

Termination Date. The date shown in the contract by which all Purchaser operations must be completed unless the date is adjusted under contract provision B/BT8.21, B/BT8.212 or a Waiver of Time Limit.

Threatened and Endangered Species. Species of plants or animals that receive special protection under the Endangered Species Act.

Timber Property Value. The value in excess of stumpage value of standing trees due to the timber being partially processed. Depending on the degree of processing, this would include the constructed value of any cost incurred such as felling and bucking, skidding, decking, slash treatment, temporary developments, erosion prevention, and (for residual value appraisals) a proportionate share of overhead and depreciation. In trespass cases where the timber is found at a mill, this would include transportation value and an estimated value for loading and unloading. (FSH 2409.18 sec. 45.3 sec. 47.3).

Timber Sale Account. An account maintained by the Forest Service of all purchaser's deposits, credits, payment guarantees, and charges for timber and all other associated charges. Monthly statements are provided to the purchaser.

Timber Sale Contract. A document signed by the purchaser and Contracting Officer, which includes subsequent modifications, agreements and proposals, under which the Forest Service

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agrees to sell and permit purchaser to cut and remove included timber, and purchaser agrees to pay for, cut, and remove included timber. The contract contains all the conditions and terms governing the removal of timber and payment thereof. Contracts may be on a variety of approved forms (sec. 02).

Timber Sale Statement of Account. A document prepared by the Forest Service which details a timber sale account.

Utilization Standards. Minimum size of trees and pieces of trees that are included timber are stated in contract provision A/AT2.

Waiver of Time Limit. An agreement documented on form FS-2400-0011 allowing the purchaser additional time to complete contractual requirements exclusive of the removal of included timber.

Weight Scaling. The net weight of logs or other products is used to determine volume for payment purposes. The conversion of net weight to volume uses factors derived from other methods of scaling.

Wetlands. Swamps, marshes, bogs, sloughs, wet meadows, ponds, and similar areas managed and protected under Executive Order 11990.

### **06 – SPECIAL QUALIFICATIONS FOR CONTRACTING OFFICERS**

Contracting Officers who are delegated authority pursuant to FSM 2404.26 must meet the special qualifications described at FSM 2452.4.

### **07 – SALE ADMINISTRATION FORMS**

Notwithstanding requirements for purchasers to provide certain information specified in the contract, pursuant to the Paperwork Reduction Act of 1995, as amended (44 U.S.C. 3501-3520), any form used to collect similar information from 10 or more purchasers per year requires Office of Management and Budget (OMB) approval. All forms approved by OMB must bear the provided OMB control number (0596-0225); OMB approval is for a maximum period of three years.

To assure compliance with the Paperwork Reduction Act, the Office of Regulatory and Management Services (ORMS) manages all Forest Service forms. All forms that collect information need a Forest Service Form number from the Washington Office Forms Program Manager.

Following is a list of some of the approved Forest Service sale administration forms available on the ORMS sharepoint site at ORMS-Forms Management;

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<https://usdagcc.sharepoint.com/sites/fs-orms/orms-forms/Pages/FormsHome.aspx>

The below listing is not a complete listing of available forms, refer to the ORMS-Forms Management website for a complete listing:

1. FS-2400-0009 Agreement to Modify Timber Sale or Integrated Resource Timber Contract
2. FS-2400-0010 Agreement to Extend and Modify Timber Sale or Integrated Resource Timber Contract
3. FS-2400-0011 Waiver of Time Limit
4. FS-2400-0012 Third Party Agreement
5. FS-2400-0016 Timber Purchaser's Request for Work
6. FS-2400-0018 Payment Unit Release
7. FS-2400-0066a Report of Harvest or Additional Volume
8. FS-2400-0066b Report of Harvest or Additional Volume – Scale Sales
9. FS-2400-0077 General Plan of Operation
10. FS-2400-0078 Annual Operating Schedule
11. FS-2400-0079 Annual Supplement to General Plan of Operation Specified Road Schedule of Proposed Progress
12. FS-2400-0081 Timber Sale & Stewardship IRTC Inspection Report
13. FS-2400-0081a Timber Sale & Stewardship IRTC Inspection Report Continuation Sheet
14. FS-6500-0012 Payment Bond for Timber Sales and Stewardship Contracts
15. FS-6500-0012a Blanket Payment Bond (Timber Sales)
16. FS-7700-42 Specified Road Construction Agreement and/or Notice

The following U.S. Department of Agriculture (AD) and GSA (SF) forms are approved for collection of information and available through the ORMS sharepoint site:

1. AD-1047 Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions
2. AD-1048 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions
3. AD-3030-FS Representations Regarding Felony Conviction and Tax Delinquent Status For Corporate Applicants.
4. SF-25 Performance Bond

**08 – CROSS WALK FS-2400-6/6T & FS-2400-13/13T CONTRACT PROVISIONS**

The numbering system for contract provisions differs between FS-2400-6/6T contracts and the September 2004 FS-2400-13/13T contracts. References in this handbook to provisions in the FS-2400-6/6T contracts pertain to the corresponding provision with the same descriptive title in

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the FS-2400-13/13T contract. FS-2400-13/13T contracts with an issue date of (10/19) use the same division structure and provision numbers as the FS-2400-6/6T contracts.