

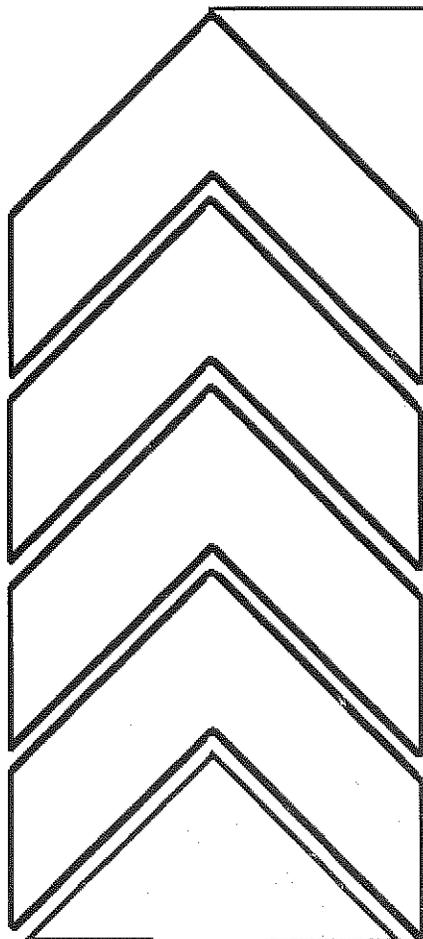
United States  
Department of  
Agriculture

Forest  
Service



# Timber Sale Contract

## SAMPLE CONTRACT



Contractor \_\_\_\_\_

Contract Name FR 418 Salvage

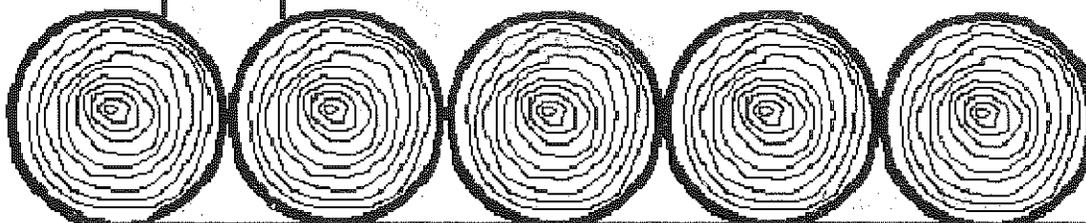
Award Date \_\_\_\_\_

Contract No. \_\_\_\_\_

Region 09 – Eastern Region

National Forest 19 – Allegheny

Ranger District 03 – Bradford RD



Region: Eastern  
 National Forest: Allegheny  
 Ranger District: Bradford

U.S. DEPARTMENT OF AGRICULTURE - FOREST SERVICE Page 1, FS-2400-4 (04/2012)  
 FOREST PRODUCT CONTRACT and CASH RECEIPT OMB No. 0596-0085  
 (Ref. FSM 2430, FSH 2409.18, and FSH 6509.17)

Purchaser's Name and Complete Address:	TSA Contract No.	Sale Name: FR418 Salvage		
	Payment Method:			
	Award Date	Termination Date	Total Sale Acres	Acres to be Cut
		06/30/2016	7	7
Purchaser's Tax Identification Number:	Type of Sale: <b>Premeasured</b>		Sale Condition: Salvage	
	Load Ticket Numbers: From: _____ Thru: _____			
	Sale Area Description: Lots 5, 10 and 11, Howe Township, Forest County, PA			
	Remarks:			
Vehicle Information:				
Year:	License Plate:			
Make:	State:			
Color:	Model:			
Performance Bond Amount: \$				
Original Contract: Yes		Modification No:		

**INCLUDED PRODUCTS**

Species	Product	Unit of Measure	Estimated Quantity	\$ Rate per Products	\$ UOM Assoc. Charges	\$ Total Products	\$ Total Assoc. Charges
Ash	Sawtimber	CCF	4.00				
Black Cherry	Sawtimber	CCF	16.00				
Red Maple	Sawtimber	CCF	12.00				
Yellow Poplar	Sawtimber	CCF	7.00				
Hardwood - Other	Pulpwood	CCF	20.00				
Road Maintenance Charges			59.00		3.91		230.69
<b>Total Quantity</b>			59.00		<b>Total</b>		\$230.69

**UTILIZATION STANDARDS**

Species	Product	Unit of Measure	Minimum Specifications					
			Tree		Piece Required to be Removed			
			DBH (Inches)	No. of Min. Pieces per Tree	Length (Feet)	D.I.B. at small end (Inches)	Net Scale in % of Gross Scale	Maximum Stump Height
Ash	Sawtimber	CCF	11.0	1	8	9.6	40	14
Black Cherry	Sawtimber	CCF	11.0	1	8	9.6	40	14
Red Maple	Sawtimber	CCF	11.0	1	8	9.6	40	14
Yellow Poplar	Sawtimber	CCF	11.0	1	8	9.6	40	14
Hardwood - Other	Pulpwood	CCF	6.0	1	8	5.0	70	14

**REVISED INCLUDED PRODUCTS**

Species	Product	Unit of Measure	Estimated Quantity	+ or -	\$ Rate per Products	\$ UOM Assoc. Charges	\$ Total Products	\$ Total Assoc. Charges
Revised Total Quantity					Revised Total \$			

**RECORD OF PAYMENTS**

Date	Payment Amount	Bill No.	Date	Payment Amount	Bill No.	Date	Payment Amount	Bill No.

**RECORD OF REFUNDS**

Date	Refund Amount						

**PRODUCT QUANTITY REMOVAL RECORD**

Date	Qty Removed								

**SIGNATURES**

\_\_\_\_\_  
PURCHASER SIGNATURE

\_\_\_\_\_  
Date

\_\_\_\_\_  
CONTRACTING OFFICER SIGNATURE

\_\_\_\_\_  
Date

**BURDEN AND NONDISCRIMINATION STATEMENTS**

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### GENERAL CONDITIONS

The Purchaser, by signing Page 1, binds the Purchaser and the Forest Service, acting through the Contracting Officer, to the contract terms.

1. The boundaries of the sale area, payment unit, and any cutting or harvesting areas are as shown on the attached sale area map, which is made a part of this contract. All sale area map detail indicating location is approximate; therefore, actual locations, as the Forest Service has designated on the ground, take precedence over the sale area map. The location of the sale area and its estimated acreage are shown on Page 1.

Valid claims are excluded from the sale area, unless the claimant authorizes, in writing, timber cutting or product harvesting on the claim, except for valid claims on which timber cutting or product harvesting is authorized under the Act of July 23, 1955 (30 USC 612, 613, and 614).

2. The Purchaser's failure to execute and return this contract in conformance with the terms, conditions, and requirements contained in the Contracting Officer's letter of award shall constitute repudiation of the Purchaser's bid and breach of this contract. The Purchaser agrees that the Purchaser's bid guarantee, if required in the advertisement, shall be retained by the Contracting Officer to be applied toward damages due the United States.

3. The Purchaser shall complete all requirements of this contract prior to the termination date. A time extension may be granted at the discretion of the Contracting Officer if the Purchaser has operated in a diligent manner.

4. The Forest Service has determined the estimated quantities of included products listed on Page 1 prior to award of this contract. The Contracting Officer or designee will determine any additional designated products prior to felling or harvesting during the term of the contract. The Forest Service makes no representation, warranty, or guarantee of the accuracy of the estimate.

5. This contract is non-transferable.

6. No Congress Member or Resident Commissioner shall benefit from this contract unless made with a corporation for its general benefit (18 USC 431,433).

7. The conditions of this contract are completely set forth, and none of its terms can be varied or modified, except by written agreement between the Purchaser and the Contracting Officer approving the contract, or the Contracting Officer's successor, or superior officer, and in accordance with the regulations of the Secretary of Agriculture.

8. No Purchaser, contractor, subcontractor, agent, or employee shall discriminate in performance of this contract against any person on account of race, color, religion, age, sex, or national origin.

9. The Forest Service agrees to sell and the Purchaser agrees to purchase, cut or harvest, and remove all included products described on Page 1. Designation(s) for cutting is (are) shown in Other Conditions. Title to all timber or forest products included in this contract shall remain with the United States until its estimated quantities have been determined by the Contracting Officer or designee and paid for and removed from the sale area by the Purchaser. The Purchaser shall not cut or harvest any timber or forest products until the Contracting Officer or designee has determined the estimated quantities and the timber or forest products has been paid for by the Purchaser.

The Purchaser shall cut or harvest and remove included products in strict accordance with the conditions on Page 1, the General Conditions, and with all conditions and requirements in the attached Other Conditions,

which are hereby made a part of this contract, and with the regulations prescribed by the Secretary of Agriculture.

The Contracting Officer or designee may designate additional timber products, if included products is timber, not included in the original volume estimate for cutting within the sale area, as needed to utilize damaged trees, trees to be removed in authorized clearings, or trees unnecessarily damaged or cut by the Purchaser. The Purchaser shall pay for additional timber at rate per products and associated charges per unit of measure listed on Page 1, in addition to any payments for liquidated damages under General Condition 15 and/or in Other Conditions. The additional timber will become included products when designated by the Contracting Officer or designee.

The Contracting Officer or designee and the Purchaser may agree in writing to make minor adjustments in boundaries of cutting units or in the timber individually marked for cutting.

10. As a further guarantee of the faithful performance of the provisions of this contract, the Purchaser shall maintain a cash performance bond in the amount listed on Page 1.

11. The Purchaser shall pay to the USDA Forest Service by the time the contract is required to be executed and returned by the Purchaser, the total sale value for total products and total associated charges stated on Page 1, for product values which includes sale area betterment funds (Act of June 9, 1930, 16 USC 576b), slash disposal funds (Act of April 24, 1950, 16 USC 490), and road maintenance deposits, if any.

12. The Contracting Officer or designee may, in writing, suspend operations on the sale area, including removal of included products, if the Purchaser violates contract requirements, or the Contracting Officer may terminate this contract for the Purchaser's serious or continued violations of its terms.

The Purchaser agrees to interrupt or delay operations under this contract, in whole or in part, upon the written request of the Contracting Officer: (a) to prevent serious environmental degradation or resource damage that may require termination of the contract, (b) to comply with a court order, or (c) upon determination of the appropriate Regional Forester, that conditions existing on this contract area are the same as, or nearly the same as, conditions existing on contract(s) named in such an order as described in paragraph (b).

13. The Contracting Officer may terminate this contract, without liability to the Government, to prevent serious environmental degradation, to comply with a court order, or for the convenience of the Government.

14. All monies paid under the contract shall, upon the Purchaser's failure to fulfill the terms of the contract, be retained by the Contracting Officer to be applied toward completion of Purchaser's uncompleted work or damages due the United States.

15. The Purchaser shall pay for unnecessary damage to or negligent or willful cutting of merchantable timber, if timber is an included product, meeting utilization standards on Page 1 at an amount equivalent to the bid rate. In view of the difficulty in determining the actual damage to the United States, the amounts specified above shall be considered liquidated damages; provided, that, if such damage involves small amounts of material, and in the judgment of the Contracting Officer or designee, is justified by existing conditions, the payments may not be required. In addition to liquidated damages, if designated for removal by the Contracting Officer or designee under General Condition 9, the Purchaser shall make payments at the rate per products listed on Page 1 for timber meeting utilization standards and for associated charges for the total quantity of material involved.

The Contracting Officer or designee shall determine rates for products per unit of measure for standing timber or other forest products if they are not included products using standard Forest Service appraisal methods.

The right, title, and interest to any product for which payment of liquidated damages has been made or which has been regularly paid for, cut, but not removed, shall remain in or revert to the United States, if not removed from the sale area at the expiration or termination of this contract.

16. This contract is subject to The Contract Disputes Act of 1978 (Pub. L. 95-563). Purchaser claims under this contract shall be submitted in writing to the Contracting Officer not later than 60 days after receipt of the Contracting Officer's written notice to the Purchaser that the sale is closed.

17. The Purchaser shall obtain certifications from its lower tier participants regarding debarment, suspension, ineligibility, and voluntary exclusion (7 CFR 3017.510). The Purchaser shall provide a copy of such certifications to the Contracting Officer at the Contracting Officer's written request.

18. The Contracting Officer may designate in writing a Forest Service Representative to: (a) receive notices in regard to performance under this contract, (b) take action in relation to this contract, and (c) be readily available to the area of harvest operations.

The Contracting Officer or the Forest Service Representative may designate other Forest Service on-the-ground representatives. The Contracting Officer or Forest Service Representative shall name these persons in writing along with their specific contractual responsibilities and authority and the Contracting Officer shall provide a copy to the Purchaser. The Contracting Officer shall make these delegations within 30 days of award of the contract.

19. The Purchaser shall buck harvested trees, if trees are included products, to use the entire merchantable stem, cut stumps no higher than the maximum specified on Page 1 when measured on the uphill side, and use material to the minimum utilization standards listed on Page 1.

20. The Purchaser and Purchaser's employees shall take reasonable action to prevent and suppress forest fire. Further, the Purchaser, in all phases of logging or harvesting operations, shall protect insofar as practicable: all land survey corners, telephone lines, ditches, fences, and other improvements. If the Purchaser's operations damage such improvements under this contract, the Purchaser shall restore these improvements immediately to the condition existing immediately prior to operations. The Purchaser shall handle slash and other refuse as listed in Other Conditions. The Purchaser shall pay for road maintenance commensurate with the Purchaser's use. The Purchaser shall promptly restore roads or trails damaged through such use. Specific road maintenance requirements are listed in Other Conditions and costs are included in associated charges listed on Page 1.

The Purchaser's use of existing roads may be restricted, as indicated on the sale area map and in the Other Conditions.

The Purchaser shall comply with the rules and regulations governing operation on premises that are occupied, and the Purchaser shall perform the contract in a manner that will not interrupt or interfere with the conduct of Forest Service business.

Sale Name: FR418 Salvage

1# - PRODUCT DESIGNATION (07/1998)

The Forest Service designated timber or forest products for cutting or harvesting prior to award of this contract. The designated timber or forest products is confined to the sale area and has been designated in the following manner: All designated timber has been marked with blue tracer paint above and below stump.

6 - EROSION CONTROL (07/1998)

The Purchaser shall: (1) not operate equipment when soil conditions are such that excessive damage will result, as determined by the Contracting Officer or designee; (2) construct erosion control structures, as needed to control erosion as determined by the Contracting Officer or designee; (3) repair promptly any existing erosion control structures damaged by the Purchaser's operations; (4) complete seasonal erosion control work prior to suspending operations; and (5) perform other soil erosion control work that may be required under this contract.

13# - ROAD MAINTENANCE (06/1999)

The Purchaser shall pay for road maintenance, commensurate with the Purchaser's use, in accordance with the Contract Road Maintenance Requirements Summary and Road Maintenance Specifications. Costs are included in associated charges listed on Page 1.

If the Purchaser elects to use different roads than those listed in the Contract Road Maintenance Requirements Summary, the Contracting Officer or designee shall determine the Purchaser's commensurate share of road maintenance and revise associated charges listed on Page 1.

See Table A

D = Deposit to Forest Service (Associated Charges)

FS-2400 4T(1/03)

WO-13# – ROAD MAINTENANCE REQUIREMENTS. (1/03)

**Contract Road Maintenance Requirements Summary**

Road	Termini		Miles	Applicable Prehaul Road Maintenance Specifications																
	From	To																		

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications																
	From	To																		
418	TS 368 Int	2.8	2.8	D																

P = Purchaser Performance Item, **D = Deposit to Forest Service**, D3 = Deposit to Third Party

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications																
	From	To																		

P = Purchaser Performance Item, D = Deposit to Forest Service, D3 = Deposit to Third Party

Sale Name: FR418 Salvage

14 - EQUIPMENT CLEANING (07/2000)

Unless the entire sale area is already infected with noxious weeds, the Purchaser shall ensure that, prior to moving on to the sale area, all off-road equipment, which last operated in areas known by the Forest Service to be infected with noxious weeds, is free of soil, seeds, vegetative matter, or other debris that could contain or hold seeds. The Purchaser shall certify in writing that off-road equipment is free of noxious weeds prior to each start-up of timber sale operations and for subsequent moves of equipment to sale area. Measures taken to ensure that off-road equipment is free of noxious weeds will be identified. Off-road equipment includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles. A current list of noxious weeds of concern to the Forest Service is available at the Forest Supervisor's Office.

The Purchaser must clean off-road equipment prior to moving between cutting units on this timber sale that are known to be infested with noxious weeds and other units, if any, that are free of such weeds. Sale area map shows areas, known by the Forest Service prior to timber sale advertisement, that are free of specific noxious weeds species of concern.

The Purchaser shall employ whatever cleaning methods are necessary to ensure that off-road equipment is free of noxious weeds. Equipment shall be considered free of soil, seeds, and other such debris when a visual inspection does not disclose such material. Disassembly of equipment components or specialized inspection tools are not required.

The Purchaser shall notify the Forest Service at least 5 working days prior to moving each piece of off-road equipment on to the sale area, unless otherwise agreed. Notification will include identifying the location of the equipment's most recent operations. If the prior location of the off-road equipment cannot be identified, the Forest Service may assume that it was infested with noxious weed seeds. Upon request of the Forest Service, the Purchaser must arrange for the Forest Service to inspect each piece of off-road equipment prior to it being placed in service.

If the Purchaser desires to clean off-road equipment on National Forest land, such as at the end of a project or prior to moving to a new unit that is free of noxious weeds, the Purchaser and the Forest Service shall agree on methods of cleaning, locations for the cleaning, and control of off-site impacts, if any.

New infestations of noxious weeds, of concern to the Forest Service and identified by either the Purchaser or the Forest Service, on the sale area or on the haul route, shall be promptly reported to the other party. The Purchaser and the Forest Service shall agree on treatment methods to reduce or stop the spread of noxious weeds when new infestations are found.

A# - SLASH TREATMENT (08/2003)

All slash and other debris resulting from the Purchaser's operations shall be removed from streamcourse, lakes, pond, private land, right-of-ways clearings for telephone lines, power lines, pipelines and other authorized facilities, roads to be left open and landings to be seeded under B#.

The tops from felled trees shall not be left leaning or hanging in standing trees. All trees removed for landing and other authorized clearings shall be completely felled and not left leaning.

Other specific slash disposal requirements are as follows: All slash resulting from purchaser's operations shall be pulled back 15 feet from roadway ditchlines.

Any Slash Disposal treatment zones are shown on the Sale Area Map.

Sale Name: FR418 Salvage

B# - SEEDING (08/2003)

Purchaser shall prepare seedbed, seed, lime, mulch and fertilize all disturbed areas in the sale area as designated by the Forest Service. The manner and timing shall be as directed by the Forest Service to establish an acceptable vegetation cover. Purchaser and Forest Service will agree on the estimated acreages to be treated.

The following kinds and amounts of seed, lime, and fertilizer shall be applied, unless otherwise agreed:

**See Seeding Table.**

Certified weed-free mulch at the rate of 2,400 (approximately 60 bales) pounds per acre shall be applied. The Forest Service will identify the areas where mulch is required.

R9-B# - SEEDING

## Seeding Table

Seed	Lime	Fertilizer
*See Requirements below	Ag Lime @ 2 tons/acre Or Pelletized lime @ 400 lbs/acre	10-20-20 @ 450 lbs/acre

Seeding Requirements

Spring Oats or Winter Rye	1.5 bushels/acre
Annual Rye grass	5 lbs/acre
White Dutch Clover w/inoculant	5 lbs/acre
Indiangrass – PA Ecotype	3 lbs/acre
Switchgrass ‘Shelter’	3 lbs/acre

Sale Name: FR418 Salvage

D# - SKID TRAILS (08/2003)

The Contracting Officer or designee shall approve the skidding pattern and main skid road/trails located on the ground in advance of felling. Skidding equipment must stay on approved skid trail locations and trees will be directionally felled to the lead and products yarded to approved skid trails by cable. Unless otherwise agreed in writing, skidding products longer than NA feet is prohibited.