

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE		Name of Contractor	
INTEGRATED RESOURCE CONTRACT <i>(Applicable to Contracts with Measurement before Harvest)</i>			
National Forest	Ranger District	Region	Contract Number
Contract Name		Award Date	Termination Date

The parties to this contract are The United States of America, acting through the Forest Service, United States Department of Agriculture, hereinafter called Forest Service, and ^{1/} _____

a _____ hereinafter called Contractor.

Unless provided otherwise herein, Forest Service agrees to sell and permit Contractor to cut and remove Included Timber and Contractor agrees to purchase, cut, and remove Included Timber and complete required stewardship projects.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the award date.

UNITED STATES OF AMERICA

By: _____
Contracting Officer
(Title)

Two Witnesses: ^{2/} _____
(Name)

(Address)

(Name)

(Address)

(Contractor) ^{3/}

By: _____
(Title)

(Business Address)

I, ^{4/} _____, certify that I am the _____ Secretary of the corporation named as Contractor herein; that _____ who signed this contract on behalf of Contractor, was then _____ of the corporation; that the contract was duly signed for and in behalf of the corporation by authority of its governing body, and is within the scope of its corporate powers.

**CORPORATE
SEAL ^{5/}**

INSTRUCTIONS:

1/ If Contractor is a corporation, state a "corporation organized and existing under the laws of the State of _____" and specify the State; if Contractor is a partnership, state a "partnership consisting of _____" and specify the names of each partner; and if Contractor is a sole proprietor doing business under an assumed name, state "(n) individual doing business under the name of _____ City of _____, State of _____."

2/ The signatures and addresses of two witnesses are required if Contractor is other than a corporation.

3/ If Contractor is a co-partnership, the signatures should be: XYZ Company, by John Doe, a member of the firm. If Contractor is a corporation, form of signature should be: XYZ Company, by John Doe, President (or other officer or agent) and the seal of the corporation must be impressed or indicated.

4/ The certificate must be completed if Contractor is a corporation.

5/ For companies incorporated in States that require a corporate seal, if the corporation has no corporate seal that fact shall be stated, in which case a scroll or adhesive seal shall follow the corporate name.

EXAMPLE <u>1/</u>	
<u>Subcontractor Certification</u>	
<u>Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</u>	
Contract Name: _____	
National Forest: _____	
The prospective subcontractor (participants in lower tier covered transactions) certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency.	
Where the prospective subcontractor is unable to certify to any of the statements in this certification, such prospective subcontractor shall attach an explanation to this proposal.	
Name of Subcontractor: _____	
Business Address: _____	

_____	_____
Date	Signature
<u>1/</u> It is Contractor's responsibility to have Subcontractors complete this certification and to maintain a file of completed certifications. This certification does not need to be returned to Forest Service, except at the written request of Contracting Officer.	

**UNITED STATES DEPARTMENT OF AGRICULTURE
Forest Service**

INTEGRATED RESOURCE CONTRACT

September 2004
(Date of Issue)

PROVISIONS FOR MEASUREMENT OF PRODUCTS BEFORE HARVEST

This contract is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part BT, Section BT.1, Subsection BT.1.1, and Item BT.1.1.1. References to a Part include all Sections, Subsections, and Items within that Part; references to a Section include all Subsections and Items within that Section; and references to a Subsection include all Items within that Subsection. Cross-references within this contract cite the reference number of the applicable Part, Section, Subsection, and Item. Descriptive headings used are not to be considered in determining the rights and obligations of the parties.

Parts BT through JT are subject to Specific Conditions in Part AT. Wherever appropriate, Specific Conditions established in Part AT are cited by reference number. The listing of Sections, Subsections, or Items in provision AT.18 has the effect of striking or deleting them from Part BT through JT. Provision AT.19 lists provisions that comprise Part KT. Where appropriate, references to Special Provisions are made by citing the applicable reference numbers.

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AT.0—SPECIFIC CONDITIONS. The following conditions apply to the indicated provisions.

AT.1 – Location and Area, applicable to BT.1

This Contract Area of _____ acres more or less is located in: _____

AT.2 – Quantity Estimate and Utilization Standards, applicable to CT.1, CT.2, CT.4, and GT.4

Species	Product	Estimated Quantity *	Unit of Measure	Minimum Specifications				
				Merchantable Tree		Piece Required to be Removed		
				Diameter Breast High (d.b.h.) (inches)	Number of Minimum Pieces per Tree	Length (feet)	Diameter Inside Bark at Small End (inches)	1/
Timber Subject to Agreement under KT-CT.1.1#								
Total Quantity								

1/ Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

* Quantities not included here are described in CT.4.

AT.3 – Timber Designations, applicable to CT.3; acres are approximate:

	Number	Acres
Clearcutting Units (CT.3.1)	_____	_____
Specified Road Clearing (CT.3.2)	_____	_____
Overstory Removal Units (CT.3.3)	_____	_____
Understory Removal Units (CT.3.4)	_____	_____
Individual Trees (CT.3.5)	_____	_____
Incompletely Measured Payment Units (CT.3.6)	_____	_____

AT.4 – Timber Payment Rates, applicable to DT.1 and ET.0

AT.4.1 – Escalated Rates, applicable for Species and Products to be Paid for at Rates Escalated under DT.2

Species	Product	Unit of Measure	Rates per Unit of Measure					Required Deposits Slash Disposal \$	Base Index
			Base \$	Advertise \$	Bid Premium \$	Bid (Tentative) \$			

AT.4.2 – Flat Rates, applicable for Species and Products to be Paid for at Flat Rates

Species	Product	Unit of Measure	Rates per Unit of Measure				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	

For purposes of convenience in collection and bookkeeping, Bid Rates stated in AT.4 include payment of deposits for contract area betterment required pursuant to 16 USC 576b. Such deposits are not included as Required Deposits defined hereunder.

AT.4.3 – Schedule of Payment Units

Payment Unit Number	Approx. Acres	To be Escalated under AT.4.1				Total Tentative Payment \$	To be Paid for at Flat Rates under AT.4.2				Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$
		Species	Product	Quantity	Unit of Measure		Species	Product	Quantity	Unit of Measure		

AT.4.4 – Stewardship Credits, applicable to ET.2.2 and KT-GT.9

Mandatory Stewardship Projects					
Project Number	Project Description	Unit of Measure	Quantity	Bid Rate \$	Total Credits

Optional Stewardship Projects						
Priority	Project Number	Project Description	Unit of Measure	Quantity	Bid Rate \$	Total Credits

The following definitions are established for the terms used in AT.4:

Base Rates are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the life of this contract and are not subject to change by rate redetermination, except for reduction under DT.3.1, DT.3.2, or DT.3.3.

Advertised Rates are the minimum acceptable Bid Rates for timber, exclusive of Required Deposits. These rates are those indicated by appraisal, with a cost allowance made for construction of Specified Roads listed in AT.7, but are never less than Base Rates.

Bid Premium Rates are the amounts by which Contractor's bid is in excess of Advertised Rates. The Bid Premium Rates are constant during this contract, except as provided in DT.3.1, DT.3.2, and DT.3.3.

Bid Rates are the rates bid by Contractor (exclusive of Required Deposits for slash disposal and road maintenance) and are the sum of Advertised Rates and Bid Premium Rates. Until a rate redetermination becomes effective, the Bid Rate for species and products in AT.4.1 is the Tentative Rate that is subject to quarterly adjustment under DT.2; for species and products in AT.4.2, the Bid Rate is the Flat Rate.

Required Deposits are deposits that Contractor may be required to pay for slash disposal (16 USC 490) and road maintenance (16 USC 537). Required Deposits may be adjusted as part of a rate redetermination or a Contract Term Extension. The table shows only Required Deposits for slash disposal; road maintenance deposits, if any, are given in KT-FT.3.2#.

Base Index is the specified average of the lumber or other product selling value index used as the basis for computing adjustment in rates for variance in product selling value, as provided in DT.2.

AT.5 – Indices Used in Quarterly Adjustment, applicable to DT.2

Species	Index Name and Date

AT.6 – High Stumps, applicable to GT.4.1.2

Species	Product	Maximum Stump Height (inches)

AT.7 – Specified Roads, applicable to FT.2.

Name and Date of Governing Road Specifications: _____

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Const. Staking ^{1/}

^{1/} Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to FT.2.1.2.

AT.8 – Forest Service Engineering Completion Schedule, applicable to FT.2.1

Road No.	Road Name	Type of Work	Completion Date

AT.9 – Fire Precautionary Period, applicable to HT.2

_____ to _____, inclusive

AT.10 – Contractor Responsibility to Furnish Crews and Equipment for:

Initial Fire Suppression, applicable to HT.3

Within _____ road miles

Fire Suppression Reinforcement, applicable to HT.3.1.2 and HT.3.1.3

Within _____ road miles

AT.11 – Contractor’s Obligation per Operations Fire, applicable to HT.4.1

Maximum Amount: \$ _____

AT.12 – Termination Date, applicable to IT.2

AT.13 – Normal Operating Season, applicable to GT.3.1, GT.6.6, IT.2.1, and JT.3

First Period: _____ to _____, inclusive

Second Period: _____ to _____, inclusive

AT.14 – Performance Bond, applicable to JT.1
Performance Bond Amount: \$ _____

AT.15 – Downpayment, applicable to ET.2.1.1
Downpayment Amount: \$ _____

AT.16 – Periodic Payment Amounts, applicable to ET.2.1.3

	<u>Periodic Payment Determination Date</u>		<u>Amount</u>
Initial Payment:	_____	\$	_____
Additional Payment:	_____	\$	_____

AT.17 – Market-Related Contract Term Addition Producer Price Index, applicable to IT.2.1.2
Index Name: _____ **Index Number:** _____

AT.18 – Inapplicable Provisions
The following listed provisions are hereby made inapplicable. (Instructions: List by reference number and title.)

AT.19 – List of Special Provisions in Part KT
The following listed special provisions are attached to and made a part of this contract. Provisions with reference numbers followed by # contain blanks into which data have been entered for this contract. (Instructions: List by reference number, title, and date.)