

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>INTEGRATED RESOURCE CONTRACT</b> (Applicable to Contracts with Measurement before Harvest)		Name of Contractor	
National Forest Ottawa	Ranger District Watersmeet	Region Eastern	Contract Number
Contract Name Gypsy Stewardship		Award Date	Termination Date 11/30/2018

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 \_\_\_\_\_ 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**

Two Witnesses: <sup>2/</sup>

By: \_\_\_\_\_  
 Contracting Officer

\_\_\_\_\_  
 (Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Address)

By: \_\_\_\_\_  
 (Contractor) <sup>3/</sup>

\_\_\_\_\_  
 (Name)

\_\_\_\_\_

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Address)

\_\_\_\_\_  
 (Business Address)

I, <sup>4/</sup> \_\_\_\_\_, 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 <sup>5/</sup>

Contract Name: Gypsy Stewardship

Contract No:

**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 1/**

Subcontractor Certification  
Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion

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

1/ 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 the Forest Service, except at the written request of the Contracting Officer.

Contract Name: Gypsy Stewardship

Contract No:

**AT.0 - SPECIFIC CONDITIONS.** The following conditions apply to the indicated portions of Division BT - Standard Provisions issued September 2004.

**AT.1 - Location and Area, applicable to BT.1**

This Contract Area of 943 acres more or less is located in:  
T45N R38W, Sections 4, 5, & 9; T46N R38W, Sections 32 & 33

**AT.2 - Volume 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)	Net Scale in % of Gross Scale
Mixed Conifer	Sawtimber	20.00	CCF	9.0	1	8	7.6	40
Mixed Hardwood	Sawtimber	2.00	CCF	11.0	1	8	9.6	50
Red & White Pine	Sawtimber	701.00	CCF	9.0	1	8	7.6	40
Aspen	Pulpwood	824.00	CCF	5.0	1	8	4.0	70
Jack Pine	Pulpwood	3,225.00	CCF	5.0	1	8	4.0	70
Mixed Conifer	Pulpwood	172.00	CCF	5.0	1	8	4.0	70
Mixed Hardwood	Pulpwood	199.00	CCF	5.0	1	8	4.0	70
Pine	Pulpwood	398.00	CCF	5.0	1	8	4.0	70
<b>Total Quantity</b>		5,541.00	CCF					

\* 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)	_____	272
Incompletely Measured Payment Units (CT.3.6)	_____	_____

Contract Name: Gypsy Stewardship

Contract No:

**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					Base Index
			Base \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$	Required Deposits Slash Disposal \$	
Not Applicable								

**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				
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	Required Deposits Slash Disposal \$
Mixed Conifer	Sawtimber	CCF	1.00	30.25			.00
Mixed Hardwood	Sawtimber	CCF	1.00	106.19			.00
Red & White Pine	Sawtimber	CCF	1.00	96.34			.00
Aspen	Pulpwood	CCF	1.00	40.48			.00
Jack Pine	Pulpwood	CCF	1.00	71.59			.00
Mixed Conifer	Pulpwood	CCF	1.00	16.58			.00
Mixed Hardwood	Pulpwood	CCF	1.00	26.96			.00
Pine	Pulpwood	CCF	1.00	90.26			.00

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.

Contract Name: Gypsy Stewardship

Contract No:

AT.4.3 - Schedule of Payment Units

Payment Unit No.	App. rox. 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	Qty	UOM		Species	Product	Qty	UOM		
001	20						Aspen	Pulpwood	99.00	CCF		.00
							Jack Pine	Pulpwood	372.00	CCF		
							Mixed Conifer	Pulpwood	11.00	CCF		
							Mixed Hardwood	Pulpwood	18.00	CCF		
								<b>Total PU Quantity And Value</b>		500.00	CCF	
002	38						Mixed Conifer	Sawtimber	0.00	CCF		.00
							Mixed Hardwood	Sawtimber	0.00	CCF		
							Red & White Pine	Sawtimber	263.00	CCF		
							Aspen	Pulpwood	6.00	CCF		
							Jack Pine	Pulpwood	57.00	CCF		
							Mixed Conifer	Pulpwood	8.00	CCF		
							Mixed Hardwood	Pulpwood	6.00	CCF		
							Pine	Pulpwood	97.00	CCF		
								<b>Total PU Quantity And Value</b>		437.00	CCF	
003	20						Mixed Conifer	Sawtimber	14.00	CCF		.00
							Mixed Hardwood	Sawtimber	1.00	CCF		
							Red & White Pine	Sawtimber	5.00	CCF		
							Aspen	Pulpwood	164.00	CCF		
							Jack Pine	Pulpwood	77.00	CCF		
							Mixed Conifer	Pulpwood	47.00	CCF		
							Mixed Hardwood	Pulpwood	52.00	CCF		
							Pine	Pulpwood	5.00	CCF		
								<b>Total PU Quantity And Value</b>		365.00	CCF	
004	18						Mixed Conifer	Sawtimber	2.00	CCF		.00
							Mixed Hardwood	Sawtimber	0.00	CCF		
							Red & White Pine	Sawtimber	2.00	CCF		
							Aspen	Pulpwood	43.00	CCF		
							Jack Pine	Pulpwood	343.00	CCF		
							Mixed Conifer	Pulpwood	28.00	CCF		
							Mixed Hardwood	Pulpwood	6.00	CCF		
							Pine	Pulpwood	2.00	CCF		
								<b>Total PU Quantity And Value</b>		426.00	CCF	
005	29						Mixed Conifer	Sawtimber	1.00	CCF		.00
							Mixed Hardwood	Sawtimber	0.00	CCF		
							Red & White Pine	Sawtimber	80.00	CCF		
							Aspen	Pulpwood	3.00	CCF		
							Jack Pine	Pulpwood	32.00	CCF		
							Mixed Conifer	Pulpwood	4.00	CCF		
							Mixed Hardwood	Pulpwood	0.00	CCF		
							Pine	Pulpwood	156.00	CCF		
								<b>Total PU Quantity And Value</b>		276.00	CCF	
006	39						Mixed Conifer	Sawtimber	1.00	CCF		.00
							Mixed Hardwood	Sawtimber	0.00	CCF		
							Red & White Pine	Sawtimber	63.00	CCF		
							Aspen	Pulpwood	157.00	CCF		
							Jack Pine	Pulpwood	634.00	CCF		
							Mixed Conifer	Pulpwood	32.00	CCF		
							Mixed Hardwood	Pulpwood	12.00	CCF		
							Pine	Pulpwood	61.00	CCF		
								<b>Total PU Quantity And Value</b>		960.00	CCF	

Contract Name: Gypsy Stewardship

Contract No:

Payment Unit No.	App rox. Acres	To be Escalated under AT.4.1		To be Paid for at Flat Rates under AT.4.2			Total Flat Rate Payment \$	Total Required Deposits for Slash Disposal \$	
			Total Tentative Payment \$						
007	18			Mixed Conifer	Sawtimber	0.00	CCF		.00
				Mixed Hardwood	Sawtimber	0.00	CCF		
				Red & White Pine	Sawtimber	0.00	CCF		
				Aspen	Pulpwood	11.00	CCF		
				Jack Pine	Pulpwood	481.00	CCF		
				Mixed Conifer	Pulpwood	0.00	CCF		
				Mixed Hardwood	Pulpwood	0.00	CCF		
				Pine	Pulpwood	5.00	CCF		
		<b>Total PU Quantity And Value</b>			497.00	CCF			
008	22			Aspen	Pulpwood	108.00	CCF		.00
				Jack Pine	Pulpwood	409.00	CCF		
				Mixed Conifer	Pulpwood	13.00	CCF		
				Mixed Hardwood	Pulpwood	20.00	CCF		
		<b>Total PU Quantity And Value</b>			550.00	CCF			
009	18			Aspen	Pulpwood	89.00	CCF		.00
				Jack Pine	Pulpwood	335.00	CCF		
				Mixed Conifer	Pulpwood	10.00	CCF		
				Mixed Hardwood	Pulpwood	16.00	CCF		
		<b>Total PU Quantity And Value</b>			450.00	CCF			
010	40			Mixed Conifer	Sawtimber	2.00	CCF		.00
				Mixed Hardwood	Sawtimber	1.00	CCF		
				Red & White Pine	Sawtimber	265.00	CCF		
				Aspen	Pulpwood	93.00	CCF		
				Jack Pine	Pulpwood	270.00	CCF		
				Mixed Conifer	Pulpwood	13.00	CCF		
				Mixed Hardwood	Pulpwood	58.00	CCF		
				Pine	Pulpwood	66.00	CCF		
		<b>Total PU Quantity And Value</b>			768.00	CCF			
011	9			Aspen	Pulpwood	44.00	CCF		.00
				Jack Pine	Pulpwood	167.00	CCF		
				Mixed Conifer	Pulpwood	5.00	CCF		
				Mixed Hardwood	Pulpwood	8.00	CCF		
		<b>Total PU Quantity And Value</b>			224.00	CCF			
012	1			Mixed Conifer	Sawtimber	0.00	CCF		.00
				Mixed Hardwood	Sawtimber	0.00	CCF		
				Red & White Pine	Sawtimber	23.00	CCF		
				Aspen	Pulpwood	7.00	CCF		
				Jack Pine	Pulpwood	48.00	CCF		
				Mixed Conifer	Pulpwood	1.00	CCF		
				Mixed Hardwood	Pulpwood	3.00	CCF		
				Pine	Pulpwood	6.00	CCF		
		<b>Total PU Quantity And Value</b>			88.00	CCF			

Contract Name: Gypsy Stewardship

Contract No:

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

**Mandatory Stewardship Projects**

Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
1-001	Site Preparation for Jack Pine Regeneration - Anchor Chaining	Acres	20.00		
1-008	Site Preparation for Jack Pine Regeneration - Anchor Chaining	Acres	22.00		
1-009	Site Preparation for Jack Pine Regeneration - Anchor Chaining	Acres	18.00		
1-011	Aspen Regeneration Site Preparation	Acres	9.00		

**Optional Stewardship Projects**

Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
		<b>Not Applicable</b>				

Contract Name: Gypsy Stewardship

Contract No:

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
<b>Not Applicable</b>	

**AT.6 - High Stumps, applicable to GT.4.1.2**

Species	Product	Maximum Stump Height (Inches)
All	Sawtimber	14
All	Pulpwood	10

Contract Name: Gypsy Stewardship

Contract No:

**AT.7 - Specified Roads, applicable to FT.2**

Name and Date of Governing Road Specifications: Federal Highway Administration Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects(2003)-english

Project		Design Class	Approx. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
FR4745-B1	FR4745-B1 (C) (segment 0 to .12)	Single Lane - 15 mph	.12 / .19	SR01-15 06/24/2015	FS	FS	FS AC

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
	Not Applicable		

**AT.9 - Fire Precautionary Period, applicable to HT.2**

April 01 to November 15, inclusive

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

**Initial Fire Suppression, applicable to HT.3**

Within 5 road miles

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

Within 20 road miles

**AT.11 - Contractor's Obligation per Operations Fire, applicable to HT.4.1**

Maximum Amount: \$ \$1,000

**AT.12 - Termination Date, applicable to IT.2**

November 30, 2018

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

First Period: June 01 to November 30, inclusive

Second Period: \_\_\_\_\_ to \_\_\_\_\_, inclusive

Contract Name: Gypsy Stewardship

Contract No:

**AT.14 - Performance Bond, applicable to JT.1**

Performance Bond Amount: \_\_\_\_\_

**AT.15 - Downpayment, applicable to E.T.2.1.1**

Downpayment Amount: Not Applicable

**AT.16 - Periodic Payment Amount, applicable to ET.2.1.3**

	<u>Periodic Payment Determination Date</u>	<u>Amount</u>
Initial Payment:	<u>N/A</u>	<u>N/A</u>
Additional Payment:	<u>N/A</u>	<u>N/A</u>

**AT.17 - Market-Related Contract Term Addition Producer Price Index, applicable to IT.2.1.2**

Index Name: Wood Chips Index Number: 3211135

**AT.18 - Inapplicable Provisions**

The following listed provisions are hereby made inapplicable. (Instructions: List by reference number and title.)

ET.4	PAYMENTS NOT RECEIVED
IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION

**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.)

KT-CT.3.5.2#	DESIGNATION BY SPECIES AND DIAMETER (09/2004)
KT-CT.3.5.5#	INDIVIDUAL TREES, CUT TREE MARKING (06/2009)
KT-ET.4	PAYMENTS NOT RECEIVED (08/2012)
KT-FT.1.2#	USE OF ROADS BY CONTRACTOR (09/2004)
KT-FT.2.2.1#	MATERIAL SOURCES (09/2004)
KT-FT.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
KT-FT.3.2#	ROAD MAINTENANCE DEPOSIT SCHEDULE (09/2004)
KT-GT.3.1.4#	OPERATING RESTRICTIONS (06/2009)
KT-GT.4.1.2	STUMP MARKS (06/2009)
KT-GT.4.2#	SKIDDING AND YARDING REQUIREMENTS (06/2009)
KT-GT.6.2#	SITE SPECIFIC WETLANDS PROTECTION MEASURES (09/2004)
KT-GT.6.3#	TEMPORARY ROAD CLOSURE (06/2009)
KT-GT.7#	SLASH DISPOSAL MEASURES (06/2009)
KT-GT.9#	STEWARDSHIP PROJECTS (09/2004)
KT-HT.2	FIRE PRECAUTIONS (06/2009)
KT-IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

**There is no page 10.**