

U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE

**INTEGRATED RESOURCE CONTRACT**

(Applicable to Contracts with Measurement before Harvest)

Name of Contractor

**SAMPLE**

<b>National Forest</b> Francis Marion	<b>Ranger District</b> Andrew Pickens	<b>Region</b> Southern	<b>Contract Number</b>
<b>Contract Name</b> AP Spy Rock IRTC		<b>Award Date</b>	<b>Termination Date</b> 12/31/2019

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>

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

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

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

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

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

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

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

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

\_\_\_\_\_  
(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>**

**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.

**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 346 acres more or less is located in:

Oconee County, near the community of Long Creek, approximately 13 miles NW of the town of Westminster, on the Andrew Pickens Ranger District

**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
Hardwoods	Sawtimber	302.00	CCF	12.0	1.5	8	6.3	50
Southern Yellow Pine	Sawtimber	3,243.00	CCF	11.0	1.5	8	6.3	30
Eastern W. Pine	Sawtimber	528.00	CCF	11.0	1.5	8	6.3	30
Hardwoods	Pulpwood	814.00	CCF	6.0	1	10	3.5	N/A
Softwood - Other	Pulpwood	1,975.00	CCF	5.0	1	10	3.5	N/A
Virginia Pine	Pulpwood	1,305.00	CCF	5.0	1	10	3.5	N/A
<b>Total Quantity</b>		8,167.00	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)	<input type="text" value=""/>	346.5
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 \$	Advertised \$	Bid Premium \$	Bid (Tentative) \$		
<b>Not Applicable</b>								

**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) \$	
Hardwoods	Sawtimber	CCF	3.00	3.00			.00
Southern Yellow Pine	Sawtimber	CCF	3.00	3.32			.00
Eastern W. Pine	Sawtimber	CCF	3.00	3.00			.00
Hardwoods	Pulpwood	CCF	3.00	3.00			.00
Softwood - Other	Pulpwood	CCF	3.00	3.00			.00
Virginia Pine	Pulpwood	CCF	3.00	3.00			.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.

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		
1	33.4					Hardwoods	Sawtimber	24.00	CCF			
						Southern Yellow Pine	Sawtimber	529.00	CCF			
						Eastern W. Pine	Sawtimber	2.00	CCF			
						Hardwoods	Pulpwood	91.00	CCF			
						Softwood - Other	Pulpwood	256.00	CCF			
						Virginia Pine	Pulpwood	246.00	CCF			
						<b>Total PU Quantity And Value</b>		1,148.00	CCF			
		10	21.4					Hardwoods	Sawtimber			27.00
						Southern Yellow Pine	Sawtimber	278.00	CCF			
						Eastern W. Pine	Sawtimber	0.00	CCF			
						Hardwoods	Pulpwood	60.00	CCF			
						Softwood - Other	Pulpwood	108.00	CCF			
						Virginia Pine	Pulpwood	62.00	CCF			
				<b>Total PU Quantity And Value</b>		535.00	CCF					
11	8.2							Hardwoods	Sawtimber	4.00	CCF	
						Southern Yellow Pine	Sawtimber	133.00	CCF			
						Eastern W. Pine	Sawtimber	1.00	CCF			
						Hardwoods	Pulpwood	28.00	CCF			
						Softwood - Other	Pulpwood	42.00	CCF			
						Virginia Pine	Pulpwood	22.00	CCF			
						<b>Total PU Quantity And Value</b>		230.00	CCF			
		12	19.3					Hardwoods	Sawtimber	25.00	CCF	
						Southern Yellow Pine	Sawtimber	257.00	CCF			
						Eastern W. Pine	Sawtimber	0.00	CCF			
						Hardwoods	Pulpwood	91.00	CCF			
						Softwood - Other	Pulpwood	85.00	CCF			
						Virginia Pine	Pulpwood	53.00	CCF			
				<b>Total PU Quantity And Value</b>		511.00	CCF					
13	87.7							Hardwoods	Sawtimber	48.00	CCF	
						Southern Yellow Pine	Sawtimber	428.00	CCF			
						Eastern W. Pine	Sawtimber	443.00	CCF			
						Hardwoods	Pulpwood	144.00	CCF			
						Softwood - Other	Pulpwood	346.00	CCF			
						Virginia Pine	Pulpwood	324.00	CCF			
						<b>Total PU Quantity And Value</b>		1,733.00	CCF			
		2	37.9					Hardwoods	Sawtimber	20.00	CCF	
						Southern Yellow Pine	Sawtimber	499.00	CCF			
						Eastern W. Pine	Sawtimber	0.00	CCF			
						Hardwoods	Pulpwood	85.00	CCF			
						Softwood - Other	Pulpwood	246.00	CCF			
						Virginia Pine	Pulpwood	172.00	CCF			
				<b>Total PU Quantity And Value</b>		1,022.00	CCF					
3	9.6							Hardwoods	Sawtimber	7.00	CCF	
						Southern Yellow Pine	Sawtimber	157.00	CCF			
						Hardwoods	Pulpwood	25.00	CCF			
						Softwood - Other	Pulpwood	77.00	CCF			
						Virginia Pine	Pulpwood	66.00	CCF			
						<b>Total PU Quantity And Value</b>		332.00	CCF			

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 \$
4	46.9				Hardwoods	Sawtimber	13.00	CCF		.00
					Southern Yellow Pine	Sawtimber	182.00	CCF		
					Eastern W. Pine	Sawtimber	1.00	CCF		
					Hardwoods	Pulpwood	49.00	CCF		
					Softwood - Other	Pulpwood	400.00	CCF		
					Virginia Pine	Pulpwood	119.00	CCF		
					<b>Total PU Quantity And Value</b>		764.00	CCF		
5	12.2				Hardwoods	Sawtimber	36.00	CCF		.00
					Southern Yellow Pine	Sawtimber	62.00	CCF		
					Eastern W. Pine	Sawtimber	10.00	CCF		
					Hardwoods	Pulpwood	23.00	CCF		
					Softwood - Other	Pulpwood	48.00	CCF		
					Virginia Pine	Pulpwood	9.00	CCF		
					<b>Total PU Quantity And Value</b>		188.00	CCF		
6	7.9				Hardwoods	Sawtimber	17.00	CCF		.00
					Southern Yellow Pine	Sawtimber	89.00	CCF		
					Eastern W. Pine	Sawtimber	0.00	CCF		
					Hardwoods	Pulpwood	23.00	CCF		
					Softwood - Other	Pulpwood	60.00	CCF		
					Virginia Pine	Pulpwood	31.00	CCF		
					<b>Total PU Quantity And Value</b>		220.00	CCF		
7	16.6				Hardwoods	Sawtimber	41.00	CCF		.00
					Southern Yellow Pine	Sawtimber	236.00	CCF		
					Eastern W. Pine	Sawtimber	0.00	CCF		
					Hardwoods	Pulpwood	47.00	CCF		
					Softwood - Other	Pulpwood	84.00	CCF		
					Virginia Pine	Pulpwood	33.00	CCF		
					<b>Total PU Quantity And Value</b>		441.00	CCF		
8	26.1				Hardwoods	Sawtimber	24.00	CCF		.00
					Southern Yellow Pine	Sawtimber	233.00	CCF		
					Eastern W. Pine	Sawtimber	34.00	CCF		
					Hardwoods	Pulpwood	85.00	CCF		
					Softwood - Other	Pulpwood	143.00	CCF		
					Virginia Pine	Pulpwood	66.00	CCF		
					<b>Total PU Quantity And Value</b>		585.00	CCF		
9	19.3				Hardwoods	Sawtimber	16.00	CCF		.00
					Southern Yellow Pine	Sawtimber	160.00	CCF		
					Eastern W. Pine	Sawtimber	37.00	CCF		
					Hardwoods	Pulpwood	63.00	CCF		
					Softwood - Other	Pulpwood	80.00	CCF		
					Virginia Pine	Pulpwood	102.00	CCF		
					<b>Total PU Quantity And Value</b>		458.00	CCF		



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	12
All	Pulpwood	6

**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 <sup>1/</sup>	
748F	BUTTS POND (R) (segment 0 to .1)	Single Lane - 10 mph	.1 / .16	5	06/02/2016	FS	FS	FS BC
748D	CHAUGA FIELD (R) (segment 0 to .42)	Single Lane - 10 mph	.42 / .68	4	06/02/2016	FS	FS	FS BC
2602	MELVIN RIDGE (R) (segment 0 to .28)	Single Lane - 10 mph	.28 / .45	7	06/02/2016	FS	FS	FS BC
748B	RILEY MOORE FORD (R) (segment 0 to .37)	Single Lane - 10 mph	.37 / .6	3	06/02/2016	FS	FS	FS BC
748-1	SPY ROCK (R) (segment 0 to 5.75)	Single Lane - 10 mph	5.75 / 9.25	1	06/02/2016	FS	FS	FS BC
750	WEST ROCKY FORK (R) (segment 0 to 1.26)	Single Lane - 10 mph	1.26 / 2.03	6	06/02/2016	FS	FS	FS BC

<sup>1/</sup> 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
	<b>Not Applicable</b>		

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

January 01 to December 31, inclusive

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

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

Within 15 road miles

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

Within 30 road miles

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

**Maximum Amount: \$ \$5,000**

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

December 31, 2019

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

**First Period:** March 15 to November 30, inclusive

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

**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>
<b>Initial Payment:</b>	<u>N/A</u>	<u>N/A</u>
<b>Additional Payment:</b>	<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:** Softwood Lumber      **Index Number:** 0811

**AT.18 - Inapplicable Provisions**

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

ET.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED
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.2.1	UTILIZATION AND REMOVAL OF INCLUDED TIMBER (09/2004)
KT-CT.3.0#	PAYMENT UNIT BOUNDARIES (09/2004)
KT-CT.3.5.2#	DESIGNATION BY SPECIES AND DIAMETER (09/2004)
KT-CT.3.5.5#	INDIVIDUAL TREES (09/2004)
KT-ET.2.1.5	DEPOSITS WHEN PAYMENT GUARANTEED (05/2010)
KT-ET.4	PAYMENTS NOT RECEIVED (08/2012)
KT-FT.1.1.2#	REQUIREMENTS OF RIGHTS-OF-WAY (09/2004)
KT-FT.1.3#	ROAD COMPLETION DATE (09/2004)
KT-FT.2.1.3#	DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (09/2004)
KT-FT.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
KT-FT.3.2#	ROAD MAINTENANCE DEPOSIT SCHEDULE (08/2012)
KT-GT.2.3.1	PROTECTION OF LAND SURVEY MONUMENTS (09/2004)
KT-GT.4.0.2#	LOGGING EQUIPMENT RESTRICTIONS (09/2004)
KT-GT.4.1.4#	DIRECTIONAL FELLING OBJECTIVES (09/2004)
KT-GT.5#	STREAMCOURSE PROTECTION (09/2004)
KT-GT.6.0.1#	REVEGETATION PLAN AND SPECIFICATIONS (09/2004)
KT-GT.6.3.2#	TEMPORARY ROADS (09/2004)
KT-GT.6.6.1	CURRENT OPERATING AREAS (09/2004)
KT-GT.7#	SLASH TREATMENT (09/2004)
KT-GT.8	MEASURING (09/2004)
KT-GT.9#	STEWARDSHIP PROJECTS (09/2004)
KT-HT.2.0.1	TRUCK, TRACTOR, AND POWER SAW MUFLERS (09/2004)
KT-HT.2.0.2#	FIRE FIGHTING EQUIPMENT (09/2004)

KT-HT.2.2.1	EMERGENCY FIRE PRECAUTIONS (09/2004)
KT-IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
KT-IT.2.3.1#	ADDITION OF NET GROWTH (09/2004)