

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>INTEGRATED RESOURCE CONTRACT</b> (Applicable to Contracts with Measurement after Harvest)		<b>Name of Contractor</b>	
<b>National Forest</b> Kootenai	<b>Ranger District</b> Cabinet	<b>Region</b> Northern	<b>Contract Number</b>
<b>Contract Name</b> Dry Creek Stewardship		<b>Award Date</b>	<b>Termination Date</b> 11/30/2021

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: 2/

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

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

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

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

\_\_\_\_\_  
 (Contractor) 3/

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

By: \_\_\_\_\_

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

\_\_\_\_\_  
 (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 corporation 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 the 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.

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

**A.1 – Location and Area,** applicable to B.1

This Contract Area of 500 acres more or less is located in: Portions of Sections 16, 20, 21, 29, 30, 32 and 33, T28N, R33W; PMM, Sanders County, State of Montana

**A.2 – Volume Estimate and Utilization Standards,** applicable to C.1, C.2, C.4, and G.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)	Merch Factor <sup>1/</sup>
Douglas-Fir and Other (Live and Dead)	Sawtimber	24,841	TON	7.0	1	8	5.6	10.67
Combined Softwood - All Species (Live and Dead)	Non-Saw <sup>2/</sup>	4,093	TON	5.0	1	8.0	2.5	NA
<b>Timber Subject to Agreement under K-C.1.1#</b>								
NA								
<b>Total Quantity</b>		<b>28,934</b>						

<sup>1/</sup> Merchantable Factor has been determined as per the National Forest Cubic Scaling Handbook, FSH 2409.11a, May 22, 1991, as amended and supplemented.

<sup>2/</sup> Non-Sawtimber products include (K-C.2#): Primary product includes all trees **5.0" to 6.9"** (less than minimum Sawtimber specifications shown in A.2; secondary product includes tops of Sawtimber trees less than diameter inside bark at small end shown in A.2; and all trees not meeting minimum Sawtimber specifications but containing at least 50% pulpable woodfiber in terms of gross cubic volume (K-G.8.0.1).

**A.3 – Timber Designations,** applicable to C.3; acres are approximate:

	Number	Acres
Clearcutting Units (C.3.1)		
Specified Road Clearing (C.3.2)		
Overstory Removal Units (C.3.3)		
Understory Removal Units (C.3.4)		
Individual Trees (C.3.5)		335
Incompletely Marked Timber (C.3.6)		

**A.4 - Timber Payment Rates**, applicable to D.1 and E.0

**A.4.1 - Escalated Rates**, applicable for Species and Products to be Paid for at Rates Escalated under D.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>								

**A.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) \$	
Douglas-fir	Sawtimber	Ton	3.88	18.56			2.81
Combined Softwood	Non-Saw	Ton	.36	.36			2.81

For purposes of convenience in collection and bookkeeping, Bid Rates stated in A.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.

**A.4.3 - Stewardship Credits**, applicable E.2.2 and K-G.9#

<b>Mandatory Stewardship Projects</b>					
<b>Project Number</b>	<b>Project Description</b>	<b>Units of Measure</b>	<b>Quantity</b>	<b>Bid Rate \$</b>	<b>Total Credits</b>
<b>001</b>	<b>Pre-Commercial Thinning</b>				
001-001	Unit A - PCT	Acres	3.00		
001-002	Unit A - Handpile	Acres	3.00		
001-003	Unit B - PCT	Acres	3.00		
001-004	Unit B - Handpile	Acres	3.00		
001-005	Unit C - PCT	Acres	4.00		
001-006	Unit C - Handpile	Acres	4.00		
001-007	Unit D - PCT	Acres	2.00		
001-008	Unit D - Handpile	Acres	2.00		
001-009	Unit E - PCT	Acres	2.00		
001-010	Unit E - Handpile	Acres	2.00		
001-011	Unit F - PCT	Acres	2.00		
001-012	Unit F - Handpile	Acres	2.00		
001-013	Unit G - PCT	Acres	2.00		
001-014	Unit G - Handpile	Acres	2.00		
001-015	Unit H - PCT	Acres	2.00		
001-016	Unit H - Handpile	Acres	2.00		
001-017	Unit I - PCT	Acres	3.00		
001-018	Unit I - Handpile	Acres	3.00		
001-019	Unit J - PCT	Acres	3.00		
001-020	Unit J - Handpile	Acres	3.00		
001-021	Unit K - PCT	Acres	2.00		
001-022	Unit K - Handpile	Acres	2.00		
001-023	Unit L - PCT	Acres	5.00		
001-024	Unit L - Handpile	Acres	5.00		
001-025	Unit M - PCT	Acres	6.00		
001-026	Unit M - Handpile	Acres	6.00		
001-027	Unit N - PCT	Acres	120.00		
001-028	Unit N - Handpile	Acres	120.00		
<b>002</b>	<b>Fuel Reduction</b>				
002-001	Unit O - Machine Pile	Acres	26.00		
002-002	Unit P - Slashing	Acres	33.00		
002-003	Unit P - Handpile	Acres	33.00		
002-004	Unit Q - Handpile	Acres	35.00		
<b>004</b>	<b>Noxious Weed Treatment</b>				
004-001	Road 1118	Miles	1.87		
004-002	Road 1118A	Miles	1.55		
004-003	Road 14356	Miles	.84		
004-004	Road 14611	Miles	.23		
004-005	Unit 9 - Landing	Acres	1.00		
004-006	Mandatory Project 006 - Road Obliteration	Miles	.65		
004-007	All Temporary Road under Special Provision K-F.1.0.2#	Miles	2.50		
<b>005</b>	<b>Landing Pile Removal</b>	Each	2.00		

**Mandatory Stewardship Projects**

006	Road Obliteration and Sign Installation				
006-001	Road Obliteration	Miles	.65		
006-002	Sign - No Motorized Cross-Country Travel Yearlong	Each	1.00		
006-003	Carsonite - Duel Sided Marker (1 Case of 20)	Cases	1.00		
006-004	ATV w/Red Slash Through It (1 Case of 20)	Each	20.00		
006-005	Motoricycle w/Red Slash Through It (1 Case of 20)	Each	20.00		

**Optional Stewardship Projects**

Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
2	<b>003</b>	<b>Road Maintenance</b>				
2	003-001	Mastication, Sub Items 1 thru 27	Miles	95.00		
2	003-002	Drainage Dips, Sub Items 6, 8, 18, 22 and 25	Each	120.00		
2	003-003	Roadway Reconditioning Sub Items 4, 6, 7, 8, 10, 12,16,17 thru 20 and 22 thru 25	Miles	36.00		
2	<b>007</b>	<b>Aspen Fencing</b>				
2	007-001	Unit 1	Each	4.00		
2	007-002	Unit 5A	Each	6.00		
2	007-003	Unit 6	Each	6.00		
2	007-004	Unit N	Each	4.00		
2	<b>008</b>	<b>Culvert Replacement - Road 149</b>				
2	008-001	15101 - Mobilization	Each	1.00		
2	008-002	20301 - Removal of Culvert	Each	7.00		
2	008-003	20404 - UnClassified Borrow, Comp Meth B	Cubic Yard	400.00		
2	008-004	60250 - 24" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	152.00		
2	008-005	60250 - 36" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	100.00		
2	008-006	60250 - 48" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	40.00		
2	008-007	60253 - 95"x67" CSPA, 12 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	40.00		
2	008-008	62501 - Seeding, Dry Method With Mulch	Acres	.43		
2	<b>008</b>	<b>Culvert Replacement - Road 2706</b>				
2	008-010	15101 - Mobilization	Each	1.00		

## Optional Stewardship Projects

2	008-011	20301 - Removal of Culvert	Each	10.00		
2	008-012	20404 - UnClassified Borrow, Comp Meth B	Cubic Yard	680.00		
2	008-013	60250 - 24" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	296.00		
2	008-014	60250 - 36" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	226.00		
2	008-015	60250 - 48" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	50.00		
2	008-016	62501 - Seeding, Dry Method With Mulch	Acres	.61		
2	<b>008</b>	<b>Culvert Replacement - Road 2744</b>				
2	008-018	15101 - Mobilization	Each	1.00		
2	008-019	20301 - Removal of Culvert	Each	8.00		
2	008-020	20404 - UnClassified Borrow, Comp Meth B	Cubic Yard	400.00		
2	008-021	60250 - 24" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	160.00		
2	008-022	60250 - 36" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	260.00		
2	008-023	60250 - 48" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	90.00		
2	008-024	60253 - 81"x59" CSPA, 12 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	78.00		
2	008-025	60253 - 95"x67" CSPA, 12 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	80.00		
2	008-026	62501 - Seeding, Dry Method With Mulch	Acres	.73		
2	<b>008</b>	<b>Culvert Replacement - Road 2744C</b>				
2	008-028	15101 - Mobilization	Each	1.00		
2	008-029	20301 - Removal of Culvert	Each	1.00		
2	008-030	20404 - UnClassified Borrow, Comp Meth B	Cubic Yard	100.00		
2	008-031	60253 - 66"x51" CSPA, 12 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	90.00		
2	008-032	32501 - Seeding, Dry Method With Mulch	Acres	.11		
2	<b>008</b>	<b>Culvert Replacement - Road 2744D</b>				
2	008-034	15101 - Mobilization	Each	1.00		
2	008-035	20301 - Removal of Culvert	Each	7.00		
2	008-036	60250 - 24" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	180.00		
2	008-037	60250 - 36" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	270.00		
2	008-038	60250 - 48" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	160.00		
2	008-039	62501 - Seeding, Dry Method With Mulch	Acres	.71		
2	<b>008</b>	<b>Culvert Replacement - Road 2746</b>				
2	008-041	15101 - Mobilization	Each	1.00		
2	008-042	20301 - Removal of Culvert	Each	2.00		
2	008-043	20404 - UnClassified Borrow, Comp Meth B	Cubic Yard	100.00		
2	008-044	60250 - 36" CSP, 16 Gauge Thick, Includes Excavation, Comp Meth B	Ln Ft	86.00		
2	008-045	62501 - Seeding, Dry Method With Mulch	Acres	.13		

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

**Base Rates** are the lowest rates of payment for timber that are authorized by this contract. Base Rates remain constant throughout the

<b>Activity Number</b>	<b>Activity Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Rate \$</b>	<b>Total Credits \$</b>
009	Excavator (153hp, 1.38cy, w/thumb) or comparable, w/operator	Hourly	1		
	Excavator (84hp, .75 cy, w/thumb) or comparable, w/operator	Hourly	1		
	Dozer (140 hp, tilt blad w/ripper) or comparable, w/operator	Hourly	1		
	End Loader (135 hp, 2.4 cy) or comparable, w/operator	Hourly	1		
	Rear Dump Truck (10-12 cy) or comparable, w/operator	Hourly	1		
	Water Truck (3500 gal diesel) or comparable, w/operator	Hourly	1		
	Rubber-tired Grapple Skidder (120 hp), w/operator	Hourly	1		
	Rubber-tired Cable Skidder (140 hp) w/operator	Hourly	1		
	Crawler Tractor Grapple skidder (120 hp, tilt), w/operator	Hourly	1		
	Crawler Tractor Cable Skidder (140 hp, tilt), w/operator	Hourly	1		
	Log Loader (110-130 hp, 2 yd), w/operator	Hourly	1		
	Logging Truck (684, 55-75,000 GVW, 375 hp+, Fixed gooseneck trailer, 3 axle, 50 ton, Dp deck), w/operator	Hourly	1		
	Sawyer w/say (3 c.i., direct drive, 16"-24" bar	Hourly	1		
	General Laborer	Hourly	1		

(Mobilization to be included in hourly rate for all equipment.)

life of this contract and are not subject to change by rate redetermination, except for reduction under D.3.1, D.3.2, or D.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 A.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 D.3.1, D.3.2, and D.3.3.

**Bid Rates** are the rates bid by Contractor (exclusive of Required Deposits for slash disposal, road maintenance, and contract scaling) 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 A.4.1 is the Tentative Rate that is subject to quarterly adjustment under D.2; for species and products in A.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), road maintenance (16 USC 537), and contract scaling (1994 Appropriations Act). 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 K-F.3.2#; and contract scaling deposits, if any, are given in K-G.8.1.6#.

**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 D.2.

**A.5 - Indices Used in Quarterly Adjustment**, applicable to D.2

Species	Index Name and Date
Not Applicable	

**A.6 - High Stumps**, applicable to G.4.1.2

Species	Product	Maximum Stump Height * (inches)
All	All	12

**A.7 - Specified Roads**, applicable to F.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	Appro. Length (mi./km.)	Sheet Numbers and Approval Date	Performance Responsibility		
Road No.	Name				Survey	Design	Construction Staking 1/
14611	DRY BENCH (R) (segment 0 to .23)	Single Lane - 10 mp	.23 / .37	1-4, 8-9, 12-13 08/10/2016	FS	FS	FS BC
1118	DRY CREEK (R) (segment 0 to 1.87)	Single Lane - 10 mp	1.87 / 3.01	1-6, 9-15 08/10/2016	FS	FS	FS BC
118A	DRY CREEK A (R) (segment 0 to 1.55)	Single Lane - 10 mp	1.55 / 2.49	1-5, 7, 9, 11-13 08/10/2016	FS	FS	FS BC
14356	EAGLE VIEW (R) (segment 0 to .84)	Single Lane - 10 mp	.84 / 1.35	1-5, 8, 11-13 08/10/2016	FS	FS	FS BC

1/ Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to F.2.1.2.

**A.8 - Forest Service Engineering Completion Schedule**, applicable to F.2.1

Road No.	Road Name	Type of Work	Completion Date
	<b>Not Applicable</b>		

**A.9 - Scaling Instructions and Specifications**, applicable to G.8

Name and Date of Governing Instructions: National Forest Cubic Scaling HB, FSH 2409.11a, May 22, 1991, as amended and supplemented. Governing instructions for products contained in K Clauses as follows: K-G.8.2.2, K-G.8.2.3, K-G.8.4.8 and K-G.8.4.9. Volume to be charged on weight basis.

Scaling Specifications					
Species	Product	Maximum Scaling Length (feet)	Trim Allowance		
			Diameter Range (inches)	Length Range (feet)	Trim Allowance (inches)
All	All	20	ALL	ALL	6

**A.10 - Scaling Services**, applicable to G.8.1

Species	Product	Unit of Measure	Site and Geographic Location	Method	Standard Estimated Cost per Unit \$
All	All	Ton	Forest Service approved locatinos with Sate approved scales.	Total (100%) Weight Scale	.00

**A.11 - Minimum Scaling Volumes**, applicable to G.8.1

Minimum volume for Continuous Scaling Services in two-week period 0 Ton per scaler

Minimum volume for Intermittent Scaling Services 0 Ton on a 0 basis

**A.12 - Fire Precautionary Period**, applicable to H.2

May 01 to September 30, inclusive

**A.13 - Contractor's Responsibility to Furnish Crews and Equipment for:**

**Initial Fire Supression**, applicable to H.3

Within 10 road miles

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

Within 50 road miles

**A.14 - Contractor's Obligation per Operations Fire**, applicable to H.4.1

Maximum Amount: \$ \$3,400.00

**A.15 - Termination Date**, applicable to 1.2

November 30, 2021

**A.16 - Normal Operating Season**, applicable to G.3.1, G.6.6, 1.2.1 and J.3

First Period: June 16 to October 15, inclusive

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

**A.17 - Performance Bond Amount**, applicable to J.1

Performance Bond Amount: N/A

**A.18 - Downpayment**, applicable to E.2.1.1

Downpayment Amount: Not Applicable

**A.19 - Periodic Payment Amount**, applicable to E.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>

**A.20 - Market-Related Contract Term Addition Producer Price Index**, applicable to 1.2.1.2

Index Name: Softwood Lumber Index Number: 0811

**A.21 – Inapplicable Provisions**

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

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- D.3.4 - Emergency Rate Redetermination
- E.2.1.1 - Downpayment
- E.2.1.3 - Periodic Payment Schedule
- E.2.1.5 - Deposits When Payment Guaranteed
- E.4 - Payments Not Received
- G.2.3 - Protection of Land Survey Monuments
- G.3.5 - Equipment Cleaning
- G.8.4 - Accountability
- G.8.4.1 - Route of Haul
- G.8.5 - Scaling Lost Products

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**A.22 – List of Special Provisions in Part K**

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.)

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See attached.