

**DRAFT**

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE  <b>INTEGRATED RESOURCE CONTRACT</b> (Applicable to Contracts with Measurement before Harvest)		<b>Name of Contractor</b>  	
<b>National Forest</b> Superior	<b>Ranger District</b> Laurentian	<b>Region</b> Eastern	<b>Contract Number</b>  
<b>Contract Name</b> You Betcha Stewardship		<b>Award Date</b>  	<b>Termination Date</b> 09/30/2022

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

\_\_\_\_\_  
(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 1097 acres more or less is located in:  
T57N R13W Sect 18 and T57N R14W Sect 11,12,13,14 and 24

**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
Paper Birch	Sawtimber	53.10	CCF	11.0	1	8	9.6	40
White Spruce	Sawtimber	195.30	CCF	9.0	1	8	7.6	40
Aspen	Pulpwood	2,061.90	CCF	5.0	1	8	4.0	70
Balsam Fir	Pulpwood	924.60	CCF	5.0	1	8	4.0	70
Mixed Conifer	Pulpwood	411.60	CCF	5.0	1	8	4.0	70
Mixed Hardwood	Pulpwood	755.10	CCF	5.0	1	8	4.0	70
<b>Timber Subject to Agreement under KT - CT.1.1#</b>								
Conifer Sawtimber	Sawtimber	unestimated	CCF	5.0	1	8	4.0	70
Aspens & other Hardwoods	Pulpwood	unestimated	CCF	5.0	1	8	4.0	70
Spruce & other Conifer	Pulpwood	unestimated	CCF	5.0	1	8	4.0	70
Mixed Conifer Biomass	Grn Bio Cv	unestimated	CCF	4.0	1	8	2.0	70
Mixed Hardwood Biomass	Grn Bio Cv	unestimated	CCF	4.0	1	8	2.0	70
<b>Total Quantity</b>		4,401.60	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)	_____	176.42
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) \$	
Paper Birch	Sawtimber	CCF	1.00	8.19			.00
White Spruce	Sawtimber	CCF	1.00	30.45			.00
Aspen	Pulpwood	CCF	1.00	30.38			.00
Balsam Fir	Pulpwood	CCF	1.00	2.63			.00
Mixed Conifer	Pulpwood	CCF	1.00	23.15			.00
Mixed Hardwood	Pulpwood	CCF	1.00	11.96			.00
<b>Timber Subject to Agreement under KT - CT.1.1#</b>							
Conifer Sawtimber	Sawtimber	CCF	10.00	10.00			
Aspens & other Hardwoods	Pulpwood	CCF	5.00	5.00			
Spruce & other Conifer	Pulpwood	CCF	5.00	5.00			
Mixed Conifer Biomass	Grn Bio Cv	CCF	1.00	1.00			
Mixed Hardwood Biomass	Grn Bio Cv	CCF	1.00	1.00			

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.	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	Qty	UOM		Species	Product	Qty	UOM		
01	5.43					Paper Birch	Sawtimber	1.60	CCF			
						White Spruce	Sawtimber	6.00	CCF			
						Aspen	Pulpwood	63.50	CCF			
						Balsam Fir	Pulpwood	28.50	CCF			
						Mixed Conifer	Pulpwood	12.70	CCF			
						Mixed Hardwood	Pulpwood	23.20	CCF			
		<b>Total PU Quantity And Value</b>							135.50			CCF
02	63.56					Paper Birch	Sawtimber	19.20	CCF			
						White Spruce	Sawtimber	70.40	CCF			
						Aspen	Pulpwood	742.80	CCF			
						Balsam Fir	Pulpwood	333.10	CCF			
						Mixed Conifer	Pulpwood	148.30	CCF			
						Mixed Hardwood	Pulpwood	272.10	CCF			
		<b>Total PU Quantity And Value</b>							1,585.90			CCF
03	12.69					Paper Birch	Sawtimber	3.80	CCF			
						White Spruce	Sawtimber	14.00	CCF			
						Aspen	Pulpwood	148.30	CCF			
						Balsam Fir	Pulpwood	66.50	CCF			
						Mixed Conifer	Pulpwood	29.60	CCF			
						Mixed Hardwood	Pulpwood	54.30	CCF			
		<b>Total PU Quantity And Value</b>							316.50			CCF
04	4.84					Paper Birch	Sawtimber	1.50	CCF			
						White Spruce	Sawtimber	5.40	CCF			
						Aspen	Pulpwood	56.60	CCF			
						Balsam Fir	Pulpwood	25.40	CCF			
						Mixed Conifer	Pulpwood	11.30	CCF			
						Mixed Hardwood	Pulpwood	20.70	CCF			
		<b>Total PU Quantity And Value</b>							120.90			CCF
05	14.75					Paper Birch	Sawtimber	4.40	CCF			
						White Spruce	Sawtimber	16.30	CCF			
						Aspen	Pulpwood	172.40	CCF			
						Balsam Fir	Pulpwood	77.30	CCF			
						Mixed Conifer	Pulpwood	34.40	CCF			
						Mixed Hardwood	Pulpwood	63.10	CCF			
		<b>Total PU Quantity And Value</b>							367.90			CCF
06	34.3					Paper Birch	Sawtimber	10.30	CCF			
						White Spruce	Sawtimber	38.00	CCF			
						Aspen	Pulpwood	400.90	CCF			
						Balsam Fir	Pulpwood	179.70	CCF			
						Mixed Conifer	Pulpwood	80.00	CCF			
						Mixed Hardwood	Pulpwood	146.80	CCF			
		<b>Total PU Quantity And Value</b>							855.70			CCF
07	40.85					Paper Birch	Sawtimber	12.30	CCF			
						White Spruce	Sawtimber	45.20	CCF			
						Aspen	Pulpwood	477.40	CCF			
						Balsam Fir	Pulpwood	214.10	CCF			
						Mixed Conifer	Pulpwood	95.30	CCF			
						Mixed Hardwood	Pulpwood	174.90	CCF			
		<b>Total PU Quantity And Value</b>							1,019.20			CCF

**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
SP 1	Road Maintenance	Each	1.00		

Optional Stewardship Projects						
Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate \$	Total Credits
		Not Applicable				

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

**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	Construction Staking <sup>1/</sup>
	<b>Not Applicable</b>						

<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

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:** \$ \$900

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

September 30, 2022

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

**First Period:** June 15 to March 15, inclusive

**Second Period:** December 01 to March 15, 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:** Wood Chips     **Index Number:** 211135

**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	CONTRACT TERM ADJUSTMENT
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.1.1#	TIMBER SUBJECT TO AGREEMENT (09/2004)
KT-CT.3.5.2#	DESIGNATION BY SPECIES AND DIAMETER (09/2004)
KT-ET.4	PAYMENTS NOT RECEIVED (08/2012)
KT-FT.2.2.1#	MATERIAL SOURCES (09/2004)
KT-FT.3.3#	SNOW REMOVAL (06/2009)
KT-GT.3.1.3#	CUTTING SCHEDULE (06/2009)
KT-GT.3.1.4#	OPERATING RESTRICTIONS (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	CONTRACT TERM ADJUSTMENT (07/2016)
KT-IT.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)