

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE INTEGRATED RESOURCE CONTRACT <i>(Applicable to Contracts with Measurement after Harvest)</i>		Name of Contractor	
National Forest Kootenai	Ranger District Three Rivers	Region Northern	Contract Number
Contract Name Southbound Stewardship		Award Date	Termination Date 09/30/2016

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 1/	
<i>Subcontractor Certification</i>	
<i>Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</i>	
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 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 AFTER HARVEST

This contract is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part B, Section B.1, Subsection B.1.1, and Item B.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 B through J are subject to Specific Conditions in Part A. Wherever appropriate, Specific Conditions established in Part A are cited by reference number. The listing of Sections, Subsections, or Items in provision A.21 has the effect of striking or deleting them from Part B through J. Provision A.22 lists provisions that comprise Part K. Where appropriate, references to Special Provisions are made by citing the applicable reference numbers.

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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 532 acres more or less is located in: Portions of Sections 29, 30, 31, 32, T36N, R31W; Sections 5, 6, 8, 18, 19, 29, and 30, T35N, R31W; Sections 2, 12, 13, 24, 25, 35, 36, T35N, R32W; Section 2, T34N, R32W; Lincoln County, State of Montana, PMM

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 ^{1/}
Lodgepole Pine and Other	Sawtimber	22,993	TON	7.0	1	8	5.6	10.67
Combined Softwood All Species Live and Dead	Non-Saw ^{2/}	14,760	TON	4.0	1	8.0	2.5	NA
Timber Subject to Agreement under K-C.1.1#								
NA								
Total Quantity		37,753						

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

^{2/} Non-Sawtimber products include: Primary product includes all trees 4.0" to 6.9" DBH (less than minimum Sawtimber specifications (K-C.2#) shown in A2; secondary product includes tops of Sawtimber trees less than diameter inside bark at small end shown in A2; 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).

Note - Primary non-saw material is NOT included in Cutting Units 30A and 31A.

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)		532
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) \$		
NA								

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) \$	
Lodgepole Pine & Other Species	Sawtimber	TON	\$0.82	\$4.75			\$2.00
Combined Softwood	Non-Saw	TON	\$0.36	\$0.36			\$2.00

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 to E.2.2 and K-G.9

Mandatory Stewardship Projects						
Project Number	Project Description	Unit of Measure	Quantity	Bid Rate \$	Total Credits	
001	Fuel Reduction Unit F-2 (Hand Slash)	Acres	21			
	Fuel Reduction Unit F-2 (Machine Pile)	Acres	21			
	Fuel Reduction Unit F-3 (Hand Slash)	Acres	79			
	Fuel Reduction Unit F-3 (Machine Pile)	Acres	79			
	Fuel Reduction Unit F-9 (Hand Slash)	Acres	25			
	Fuel Reduction Unit F-9 (Machine Pile)	Acres	25			
	Fuel Reduction Unit F-14 (Hand Slash)	Acres	14			
	Fuel Reduction Unit F-14 (Machine Pile)	Acres	14			
	Fuel Reduction Unit F- 15 (Hand Slash)	Acres	9			
	Fuel Reduction Unit F- 15 (Machine Pile)	Acres	9			
002	Fuel Reduction Unit F-13 (Hand Slash)	Acres	12			
	Fuel Reduction Unit F-13 (Hand Pile)	Acres	12			
	Fuel Reduction Unit F-20 (Hand Slash)	Acres	8			
	Fuel Reduction Unit F-20 (Hand Pile)	Acres	8			
	Fuel Reduction Unit F-23 (Hand Slash)	Acres	26			
	Fuel Reduction Unit F-23 (Hand Pile)	Acres	26			
Optional Stewardship Projects						
Priority	Project Number	Project Description	Unit of Measure	Quantity	Bid Rate \$	Total Credits
	003	Road Maintenance – Road 6065B				
		<u>Item # 20301</u> Removal of Culvert	Each	1		
		<u>Item # 20950</u> Haul and Place Imported Pipe Bedding	C.Y.	20		
		<u>Item # 25101</u> Placed Riprap, Class III	C.Y.	15		
		<u>Item # 32222</u> haul and Place Pit Run, Max Size 2” Compaction Method B	C.Y.	50		
		<u>Item # 60253</u> Install 73” Rise, 55” Span Corrugated Metal Pipe Arch with Flared Inlet. 0.079” Thickness, 5x1 Corrugations, Compaction Method B (Includes Excavation)	L.F.	42		
		Road Maintenance – Road 6114A				
		<u>Item # 20301</u> Removal of Culvert	Each	1		
		<u>Item # 20481</u> Construct Drain Dip, Compaction Method B	Each	1		
		<u>Item # 60270</u> Install 18’ CMP, 0.064” Thickness, Compaction Method B (Includes Culvert Excavation) Compaction Method B	L.F.	24		
		Road Maintenance – Road 6713				
		<u>Item # 20482</u> Construct Culvert Relief Overflow Channel	Each	1		
		<u>Item # 20701</u> Earthwork Geotextile, Type II-A	S.Y.	120		
	<u>Item # 25101</u> Placed Riprap, Class I	C.Y.	15			
	<u>Item # 25101</u> Placed Riprap, Class III	C.Y.	5			
	004	Fuel Reduction Unit F-4 (Hand Slash)	Acres	19		
		Fuel Reduction Unit F-4 (Machine Pile)	Acres	19		
		Fuel Reduction Unit F-6 (Hand Slash)	Acres	72		
		Fuel Reduction Unit F-6 (Machine Pile)	Acres	72		
		Fuel Reduction Unit F-7 (Hand Slash)	Acres	18		
		Fuel Reduction Unit F-7 (Machine Pile)	Acres	18		
		Fuel Reduction Unit F-8 (Hand Slash)	Acres	17		

		Fuel Reduction Unit F-8 (Machine Pile)	Acres	17		
005		Fuel Reduction Unit F-1 (Hand Slash)	Acres	2		
		Fuel Reduction Unit F-1 (Hand Pile)	Acres	2		
		Fuel Reduction Unit F-5 (Hand Slash)	Acres	8		
		Fuel Reduction Unit F-5 (Hand Pile)	Acres	8		
		Fuel Reduction Unit F-10 (Hand Slash)	Acres	1		
		Fuel Reduction Unit F-10 (Hand Pile)	Acres	1		
		Fuel Reduction Unit F-11 (Hand Slash)	Acres	11		
		Fuel Reduction Unit F-11 (Hand Pile)	Acres	11		
		Fuel Reduction Unit F-12 (Hand Slash)	Acres	1		
		Fuel Reduction Unit F-12 (Hand Pile)	Acres	1		
		Fuel Reduction Unit F-16 (Hand Slash)	Acres	7		
		Fuel Reduction Unit F-16 (Hand Pile)	Acres	7		
		Fuel Reduction Unit F-21 (Hand Slash)	Acres	24		
		Fuel Reduction Unit F-21 (Hand Pile)	Acres	24		
		Fuel Reduction Unit F-22 (Hand Slash)	Acres	17		
		Fuel Reduction Unit F-22 (Hand Pile)	Acres	17		
		Fuel Reduction Unit F-24 (Hand Slash)	Acres	47		
		Fuel Reduction Unit F-24 (Hand Pile)	Acres	47		

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 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
NA	

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	Approx. Length (mi./km.)	Sheet Numbers and Approval Date*	Performance Responsibility		
Road No.	Name				Survey	Design	Const. Staking ^{1/}
6074	Beaver Tail (R)	SL	1.08/1.74	1-6, 8	FS	FS	FS BC
472A	Burnt Creek Dutch Cr A (R)	SL	.56/.9	1-6, 7	FS	FS	FS BC
472	Burnt Creek Dutch Cr (R)	SL	1.95/3.14	1-6, 7	FS	FS	FS BC
6114	Flattail Clay Mtn (R)	SL	1.6/2.57	1-6, 10	FS	FS	FS BC
6065	Fowler Cr (R)	SL	.87/1.4	1-6, 9	FS	FS	FS BC
6065B	Fowler Cr B (R)	SL	.68/1.09	1-6, 9	FS	FS	FS BC
6114D	Lake Rene View (R)	SL	.75/1.21	1-6, 10	FS	FS	FS BC
68	Pipe Cr S Fork Yaak (R)	SL	6.87/11.06	1-6, 9	FS	FS	FS BC
7460	Rocky Road (R)	SL	.15/.24	1-6, 11	FS	FS	FS BC
6812	South 40 (R)	SL	.57/.92	1-6, 11	FS	FS	FS BC
746	Vinal Lake (R)	SL	5.09/8.19	1-6, 11	FS	FS	FS BC
7467	Vinal Hill (R)	SL	.41/.66	1-6, 11	FS	FS	FS BC
6062	Yodkin Cr (R)	SL	2.07/3.33	1-6, 8	FS	FS	FS BC

^{1/} Indicate timing, i.e., before clearing (BC) or after clearing (AC). Applicable to F.2.1.2. *Approval Date: 06/12/2013

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

Road No.	Road Name	Type of Work	Completion Date
	NA		

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 provisions as follows: K-G.8.01, K-G.8.2.2#, K-G.8.2.3, K-G.8.4.8, 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	Sawtimber	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	Sawtimber	TON	FS approved locations with State-certified scales	Conventional (100%) Log Scale	\$0.00

A.11 – Minimum Scaling Volumes, applicable to G.8.1

Minimum volume for Continuous Scaling Services in two-week period NA per scaler
 Minimum volume for Intermittent Scaling Services NA on a NA basis

A.12 – Fire Precautionary Period, applicable to H.2

May 01 to September 30, inclusive

A.13 – Contractor Responsibility to Furnish Crews and Equipment for:

Initial Fire Suppression, 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: \$ 7,700.00

A.15 – Termination Date, applicable to I.2

September 30, 2016

A.16 – Normal Operating Season, applicable to G.3.1, G.6.6, I.2.1, and J.3

First Period: June 16 to September 30

, inclusive, Units 3, 5, 13, 15, 22, 34. Units 11 and 11A, NOS is 8/16 to 9/30, inclusive, Units 2, 6, 7, 12, 23E, 25, 26, 27, 28, 30, 30A, 30B, 30C, 30D, 31, 31A, 32, 35, 37, 40, 40A, 41, 41A, 42, 43, 45, 46

Second Period: December 1 to February 28

A.17 – Performance Bond, applicable to J.1

Performance Bond Amount: \$ NA

A.18 – Downpayment, applicable to E.2.1.1

Downpayment Amount: \$ NA

A.19 – Periodic Payment Amounts, applicable to E.2.1.3

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

A.20 – Market-Related Contract Term Addition Producer Price Index, applicable to I.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.)

- 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

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.)

See attached.