

DRAFT

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE		Name of Contractor	
INTEGRATED RESOURCE CONTRACT (Applicable to Contracts with Measurement before Harvest)			
National Forest Klamath	Ranger District Salmon River	Region Pacific S-West	Contract Number
Contract Name Repete MP Stwd		Award Date	Termination Date 10/15/2016

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 _____ 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/}

(Name)

(Address)

(Name)

(Address)

By: _____
Contracting Officer

(Title)

By: _____
(Contractor) ^{3/}

(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/

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.

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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 1329 acres more or less is located in:

T37N, R10W, sec.7; T37N, R11W, sec 3-12, 14-18. 22 and 23; T38N, R11W, sec 21, and 27-34; T38N, R12W, sec. 25 and 26; MDM, Siskiyou County

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 Merch. Factor
Combined Softwood	Sawtimber	33,616.00	Ton	10.0	1	10	6.0	12
Timber Subject to Agreement under KT - CT.1.1#								
Other Softwood	Grn Bio Cv	unestimated	Ton	3.0	1	6	N/A	16
Total Quantity		33,616.00	Ton					

* Quantities not included here are described in CT.4.

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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)	_____	1,329
Incompletely Measured Payment Units (CT.3.6)	_____	_____

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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) \$		
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				Required Deposits Slash Disposal \$
			Base \$	Advertised \$	Bid Premium \$	Bid (Flat) \$	
Combined Softwood	Sawtimber	Ton	.00	1.88			.96
Timber Subject to Agreement under KT - CT.1.1#							
Other Softwood	Grn Bio Cv	Ton	.00	.10			

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.

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Contract Name: Repete MP Stwd

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		
1	18					Combined Softwood	Sawtimber	405.00	Ton		388.80	
							Total PU Quantity And Value	405.00	Ton			
10	23					Combined Softwood	Sawtimber	744.00	Ton		714.24	
							Total PU Quantity And Value	744.00	Ton			
101	200					Combined Softwood	Sawtimber	756.00	Ton		725.76	
							Total PU Quantity And Value	756.00	Ton			
102	200					Combined Softwood	Sawtimber	519.00	Ton		498.24	
							Total PU Quantity And Value	519.00	Ton			
11	1					Combined Softwood	Sawtimber	88.00	Ton		84.48	
							Total PU Quantity And Value	88.00	Ton			
12	27					Combined Softwood	Sawtimber	1,438.00	Ton		1,380.48	
							Total PU Quantity And Value	1,438.00	Ton			
13	27					Combined Softwood	Sawtimber	998.00	Ton		958.08	
							Total PU Quantity And Value	998.00	Ton			
14	8					Combined Softwood	Sawtimber	357.00	Ton		342.72	
							Total PU Quantity And Value	357.00	Ton			
15	12					Combined Softwood	Sawtimber	262.00	Ton		251.52	
							Total PU Quantity And Value	262.00	Ton			
16	5					Combined Softwood	Sawtimber	168.00	Ton		161.28	
							Total PU Quantity And Value	168.00	Ton			
17	8					Combined Softwood	Sawtimber	218.00	Ton		209.28	
							Total PU Quantity And Value	218.00	Ton			
2	52					Combined Softwood	Sawtimber	2,648.00	Ton		2,542.08	
							Total PU Quantity And Value	2,648.00	Ton			
24	8					Combined Softwood	Sawtimber	146.00	Ton		140.16	
							Total PU Quantity And Value	146.00	Ton			
25	6					Combined Softwood	Sawtimber	242.00	Ton		232.32	
							Total PU Quantity And Value	242.00	Ton			
26	9					Combined Softwood	Sawtimber	304.00	Ton		291.84	
							Total PU Quantity And Value	304.00	Ton			
27	3					Combined Softwood	Sawtimber	179.00	Ton		171.84	
							Total PU Quantity And Value	179.00	Ton			
28	15					Combined Softwood	Sawtimber	753.00	Ton		722.88	
							Total PU Quantity And Value	753.00	Ton			

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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 \$
29	24			Combined	Sawtimber	959.00 Ton	920.64
				Softwood			
				Total PU Quantity And Value		959.00 Ton	
3	77			Combined	Sawtimber	2,288.00 Ton	2,196.48
				Softwood			
				Total PU Quantity And Value		2,288.00 Ton	
30	73			Combined	Sawtimber	3,492.00 Ton	3,352.32
				Softwood			
				Total PU Quantity And Value		3,492.00 Ton	
46	30			Combined	Sawtimber	870.00 Ton	835.20
				Softwood			
				Total PU Quantity And Value		870.00 Ton	
47	11			Combined	Sawtimber	348.00 Ton	334.08
				Softwood			
				Total PU Quantity And Value		348.00 Ton	
48	120			Combined	Sawtimber	3,331.00 Ton	3,197.76
				Softwood			
				Total PU Quantity And Value		3,331.00 Ton	
49	34			Combined	Sawtimber	1,197.00 Ton	1,149.12
				Softwood			
				Total PU Quantity And Value		1,197.00 Ton	
50	15			Combined	Sawtimber	476.00 Ton	456.96
				Softwood			
				Total PU Quantity And Value		476.00 Ton	
51	21			Combined	Sawtimber	622.00 Ton	597.12
				Softwood			
				Total PU Quantity And Value		622.00 Ton	
52	12			Combined	Sawtimber	333.00 Ton	319.68
				Softwood			
				Total PU Quantity And Value		333.00 Ton	
55	45			Combined	Sawtimber	2,228.00 Ton	2,138.88
				Softwood			
				Total PU Quantity And Value		2,228.00 Ton	
56	16			Combined	Sawtimber	216.00 Ton	207.36
				Softwood			
				Total PU Quantity And Value		216.00 Ton	
57	13			Combined	Sawtimber	429.00 Ton	411.84
				Softwood			
				Total PU Quantity And Value		429.00 Ton	
58	39			Combined	Sawtimber	426.00 Ton	408.96
				Softwood			
				Total PU Quantity And Value		426.00 Ton	
60	23			Combined	Sawtimber	819.00 Ton	786.24
				Softwood			
				Total PU Quantity And Value		819.00 Ton	
61	45			Combined	Sawtimber	1,607.00 Ton	1,542.72
				Softwood			
				Total PU Quantity And Value		1,607.00 Ton	
62	14			Combined	Sawtimber	757.00 Ton	726.72
				Softwood			
				Total PU Quantity And Value		757.00 Ton	

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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 \$
73	28			Combined Sawtimber	1,077.00 Ton		1,033.92
				Softwood			
				Total PU Quantity And Value	1,077.00 Ton		
75	8			Combined Sawtimber	454.00 Ton		435.84
				Softwood			
				Total PU Quantity And Value	454.00 Ton		
77	2			Combined Sawtimber	98.00 Ton		94.08
				Softwood			
				Total PU Quantity And Value	98.00 Ton		
78	6			Combined Sawtimber	372.00 Ton		357.12
				Softwood			
				Total PU Quantity And Value	372.00 Ton		
86	14			Combined Sawtimber	323.00 Ton		310.08
				Softwood			
				Total PU Quantity And Value	323.00 Ton		
9	37			Combined Sawtimber	669.00 Ton		642.24
				Softwood			
				Total PU Quantity And Value	669.00 Ton		

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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
Not Applicable	

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

Species	Product	Maximum Stump Height (inches)
All	All	10

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/}
37N05	BLACK GULCH (R) (segment 0 to 1.04)	Single Lane - 10 mph	1.04 / 1.67	1-8 03/20/2013	FS	FS	FS BC
37N29	CECIL HIGH (R) (segment 0 to 1.13)	Single Lane - 10 mph	1.13 / 1.82	1-8 03/20/2013	FS	FS	FS BC
38N27	CECIL POINT (R) (segment 0 to 9.31)	Single Lane - 10 mph	9.31 / 14.98	1-8 03/20/2013	FS	FS	FS BC
37N28	CECIL VIEW (R) (segment 0 to .86)	Single Lane - 10 mph	.86 / 1.38	1-8 03/20/2013	FS	FS	FS BC

^{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
37N05	BLACK GULCH (R) (segment 0 to 1.04)	Survey and Design and Construction Stakin	10/31/2013
37N28	CECIL VIEW (R) (segment 0 to .86)	Survey and Design and Construction Stakin	10/31/2013
37N29	CECIL HIGH (R) (segment 0 to 1.13)	Survey and Design and Construction Stakin	10/31/2013
38N27	CECIL POINT (R) (segment 0 to 9.31)	Survey and Design and Construction Stakin	10/31/2013

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

May 01 to December 01, inclusive

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

Initial Fire Supression, applicable to HT.3

Within 25 road miles

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

Within 100 road miles

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

Maximum Amount: \$ 20,800

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

October 15, 2016

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

First Period: April 15 to October 15, inclusive

Second Period: _____ to _____, inclusive

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

Performance Bond Amount: N/A

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: 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.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.1.1# TIMBER SUBJECT TO AGREEMENT (09/2004)
KT-CT.3.5# DESIGNATION OF TIMBER, CUTTING UNIT BOUNDARIES, AND SUBDIVISION/PAYMENT UNIT BOUNDARIES (06/2012)
KT-ET.4 PAYMENTS NOT RECEIVED (08/2012)
KT-FT.1.3# ROAD COMPLETION DATE (09/2004)
KT-FT.2.0.8# TEMPORARY FACILITY INSTALLATION AND REMOVAL (02/2005)
KT-FT.2.2.1# MATERIAL SOURCES (09/2004)
KT-FT.3.1# ROAD MAINTENANCE REQUIREMENTS (09/2004)
KT-FT.3.5# ROAD AND WATER SUPPLY USE (05/2008)
KT-GT.3.1.4 RELEASE OF PAYMENT UNITS (02/2005)
KT-GT.3.1.5# PROJECT OPERATIONS SCHEDULE (12/2006)
KT-GT.3.3.1 LOG TRUCKING (02/2005)
KT-GT.3.7 SUBSTITUTE METHODS (02/2005)
KT-GT.4.1# FELLING, BUCKING, AND LIMBING (08/2007)
KT-GT.4.2# GROUND BASED SKIDDING (12/2006)
KT-GT.4.2.5 CABLE AND SKYLINE YARDING (08/2007)
KT-GT.4.2.8 LANDINGS (02/2005)
KT-GT.5 STREAMCOURSE PROTECTION (12/2005)
KT-GT.6# EROSION PREVENTION AND CONTROL (05/2008)
KT-GT.7# SLASH TREATMENT (12/2006)
KT-GT.8-1# MEASURING - OPT 1 (02/2005)
KT-GT.8.3 ACCOUNTABILITY (02/2005)
KT-GT.9# STEWARDSHIP PROJECTS (09/2004)
KT-HT.2# SPECIFIED FIRE PRECAUTIONS (06/2012)

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KT-HT.2.2#

EMERGENCY PRECAUTIONS (06/2012)

KT-IT.2.1.2

MARKET-RELATED CONTRACT TERM ADDITION (11/2008)

KT-IT.6.8#(Option 1)

USE OF TIMBER (09/2004)