U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE **INTEGRATED RESOURCE CONTRACT** (Applicable to Contracts with Measurement after Harvest)		**Name of Contractor**	
National Forest Deschutes	**Ranger District** Crescent	**Region** Pacific N-West	**Contract Number**
Contract Name Nina Stewardship		**Award Date**	**Termination Date** 03/31/2017

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.

J - SPECIFIC CONDITIONS. The following conditions apply to the indicated portions.

A.1 - Location and Area, applicable to B.1

This Contract Area of 8819 acres more or less is located in: T.25 S., R.8 E., Sections 32, 33; T.26 S., R.8 E., Sections 4, 5, 6, 7, 8, 9, 10, 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 29, 30, 31, 32, 33; T.27 S., R.8 E., Sections 5, & 6; W.M., Surveyed, Klamath County, Oregon.

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)	Net Scale in % of Gross Scale 1/
Lodgepole Pine and other coniferous species	Sawtimber	16,609.00	Ton	7.0	1	8	5.0	40
Ponderosa Pine	Sawtimber	16,266.00	Ton	9.0	1	16	6.0	40
Timber Subject to Agreement under K-C.1.1#								
All Species Landing/Grapple Piles	Grn Bio Cv	unestimated	Ton	N/A	N/A	N/A	N/A	N/A
All Species Grn Bio Cv (Standing)	Grn Bio Cv	unestimated	Ton	5.0	1	12	3.0	40
Total Quantity		32,875.00	Ton					

1/ Enter Merchantability Factor (Merch. Factor) or Net Scale in % of Gross Scale, whichever is appropriate.

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)		1,242
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					Base Index
			Base $	Advertised $	Bid Premium $	Bid (Tentative) $	Required Deposits Slash Disposal $	
Not Applicable								

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				
			Base $	Advertised $	Bid Premium $	Bid (Flat) $	Required Deposits Slash Disposal $
Lodgepole Pine and other coniferous species	Sawtimber	Ton	.30	18.15			.59
Ponderosa Pine	Sawtimber	Ton	.30	18.15			.59
Timber Subject to Agreement under K-C.1.1#							
All Species Landing/Grapple Piles	Grn Bio Cv	Ton	.25	.25			.00
All Species Grn Bio Cv (Standing)	Grn Bio Cv	Ton	.25	.25			.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.

.3 - Stewardship Credits, applicable E.2.2 and K-G.9#

Mandatory Stewardship Projects

Project Number	Project Description	Units of Measure	Quantity	Bid Rate $	Total Credits
1	Contractor Leave Tree Marking	Acres	5.00		
2	Treatment of non-saw and biomass trees and operator created slash	Acres	490.00		

Optional Stewardship Projects

Priority	Project Number	Project Description	Units of Measure	Quantity	Bid Rate $	Total Credits
2	3	Treatment of non-saw and biomass trees and operator created slash	Acres	752.00		

he 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
Not Applicable	

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

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

- 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/
9751910	N/A (R) (segment .24 to .25)	Single Lane - 15 mp	.01 / .02	1-4,6-7 07/03/2013	FS	FS	FS BC
9751000	N/A (R) (segment 0 to 1.13)	Single Lane - 30 mp	1.13 / 1.82	1-5,7 07/03/2013	FS	FS	FS BC
9774080	N/A (R) (segment 1.3 to 1.4)	Single Lane - 15 mp	.1 / .16	1-4,6-7 07/03/2013	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
9751000	N/A (R) (segment 0 to 1.13)	Survey and Design and Construction St	07/03/2013
9751910	N/A (R) (segment .24 to .25)	Survey and Design and Construction St	07/03/2013
9774080	N/A (R) (segment 1.3 to 1.4)	Survey and Design and Construction St	07/03/2013

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

Name and Date of Governing Instructions: FSH 2409.11a, National Forest Cubic Log Scaling Handbook, as amended and supplemented. Fiber scaling rules apply to nonsawtimber products. Check scaling will be performed on individual scaling locations.

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

0 - 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	Purchaser shall request a scaling site per G. 8.1.1 which meets the requirements contained in G.8.1.4.	Total (100%) Weight Scale	4.51

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

Minimum volume for Continuous Scaling Services in two-week period N/A Ton per scaler

Minimum volume for Intermittent Scaling Services N/A Ton on a N/A basis

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

April 01 to October 31, inclusive

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

Initial Fire Supression, applicable to H.3

Within 5 road miles

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

Within 100 road miles

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

Maximum Amount: $ $300,000.00

A.15 - Termination Date, applicable to 1.2

March 31, 2017

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

First Period: May 01 to November 30, inclusive

Second Period: _____ to _____, inclusive

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

Performance Bond Amount: _____

A.18 - Downpayment, applicable to E.2.1.1

Downpayment Amount: Not Applicable

A.19 - Periodic Payment Amount, applicable to E.2.1.3

	Periodic Payment Determination Date	Amount
Initial Payment:	N/A	N/A
Additional Payment:	N/A	N/A

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

Index Name: Softwood Lumber **Index Number:** 0811

.1 - Inapplicable Provisions

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

E.4	PAYMENTS NOT RECEIVED
I.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION

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.)

K-C.1.1#	TIMBER SUBJECT TO AGREEMENT (09/2004)
K-C.3.5.5#	DESIGNATION BY PRESCRIPTION (09/2004)
K-C.3.5.7#	INDIVIDUAL TREE DESIGNATION (OPTION 1) (06/2008)
K-D.4.7#	ABNORMAL DELAY (05/2005)
K-E.2.2	CHANGES IN STEWARDSHIP CREDITS (06/2008)
K-E.4	PAYMENTS NOT RECEIVED (08/2012)
K-F.1.2#	USE OF ROADS BY CONTRACTOR (09/2004)
K-F.1.3#	ROAD COMPLETION DATE (09/2004)
K-F.2.1.3#	DEPOSIT FOR RECONSTRUCTION ENGINEERING SERVICES (09/2004)
K-F.3.1#	ROAD MAINTENANCE REQUIREMENTS (09/2004)
K-G.3.1.5#	PROJECT OPERATION SCHEDULE (05/2005)
K-G.4.0.5	ALTERNATE REMOVAL OF INCLUDED TIMBER (05/2005)
K-G.4.1#	SPECIFIC REQUIREMENTS (05/2005)
K-G.4.2#	YARDING/SKIDDING REQUIREMENTS (05/2005)
K-G.7	SLASH DISPOSAL (06/2008)
K-G.7.4.2#	SLASH TREATMENT REQUIREMENTS (OPTION 2) (06/2008)
K-G.8.4	USE OF PAINT BY CONTRACTOR (OPTION 1) (06/2006)
K-G.9#	STEWARDSHIP PROJECTS (09/2004)
K-H.1	PLANS (05/2005)
K-H.2	SPECIFIC FIRE PRECAUTIONS (05/2005)
K-H.2.0.1	BURNING BY CONTRACTOR (06/2006)
K-H.2.2	EMERGENCY FIRE PRECAUTIONS (05/2005)
K-H.3.1	ADDITIONAL AREA OF FIRE RESPONSIBILITY (05/2005)
K-I.1.0	DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTY (05/2005)
K-I.2.1.2	MARKET-RELATED CONTRACT TERM ADDITION (11/2008)
K-I.3.1#	CONTRACT CHANGES (OPTION 1) (05/2005)
K-I.6.8# (Option 1)	USE OF TIMBER (09/2004)