

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE INTEGRATED RESOURCE CONTRACT (Applicable to Contracts with Measurement before Harvest)		Name of Contractor <div style="font-size: 2em; opacity: 0.5; text-align: center;">SAMPLE CONTRACT</div>	
National Forest Ottawa	Ranger District Bessemer	Region Eastern	Contract Number
Contract Name Badger Stewardship		Award Date	Termination Date 08/31/2016

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/}

SAMPLE CONTRACT

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.

Contract Name: Badger Stewardship

Contract No:

AT.0 - SPECIFIC CONDITIONS. The following conditions apply to the indicated portions of Division BT Standard Provisions issued September 2004.

SAMPLE CONTRACT

AT.1 - Location and Area, applicable to BT.1

This Contract Area of 808 acres more or less is located in:
T46N-R41W, Sections 13, 23, 24, 25 & 26

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
Mixed Hardwood	Sawtimber	71.00	CCF	11.0	1	8	9.6	50
Sugar Maple	Sawtimber	85.00	CCF	11.0	1	8	9.6	50
Aspen	Pulpwood	45.00	CCF	5.0	1	8	4.0	70
Mixed Hardwood	Pulpwood	2,550.00	CCF	5.0	1	8	4.0	70
Total Quantity		2,751.00	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)	_____	254
Incompletely Measured Payment Units (CT.3.6)	_____	_____

SAMPLE CONTRACT

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) \$		
Mixed Hardwood	Sawtimber	CCF	4.95	79.20			.00	
Sugar Maple	Sawtimber	CCF	11.03	199.85			.00	
Aspen	Pulpwood	CCF	1.44	9.61			.00	
Mixed Hardwood	Pulpwood	CCF	1.75	15.69			.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.	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		
001	55					Mixed Hardwood	Sawtimber	3.00	CCF		.00	
						Sugar Maple	Sawtimber	9.00	CCF			
						Aspen	Pulpwood	13.00	CCF			
						Mixed Hardwood	Pulpwood	661.00	CCF			
						Total PU Quantity And Value			686.00	CCF		
003	41					Mixed Hardwood	Sawtimber	12.00	CCF		.00	
						Sugar Maple	Sawtimber	25.00	CCF			
						Aspen	Pulpwood	9.00	CCF			
						Mixed Hardwood	Pulpwood	401.00	CCF			
						Total PU Quantity And Value			447.00	CCF		
004	28					Mixed Hardwood	Sawtimber	17.00	CCF		.00	
						Sugar Maple	Sawtimber	14.00	CCF			
						Aspen	Pulpwood	0.00	CCF			
						Mixed Hardwood	Pulpwood	273.00	CCF			
						Total PU Quantity And Value			304.00	CCF		
005	14					Mixed Hardwood	Sawtimber	7.00	CCF		.00	
						Sugar Maple	Sawtimber	5.00	CCF			
						Aspen	Pulpwood	1.00	CCF			
						Mixed Hardwood	Pulpwood	168.00	CCF			
						Total PU Quantity And Value			181.00	CCF		
006	32					Mixed Hardwood	Sawtimber	2.00	CCF		.00	
						Sugar Maple	Sawtimber	6.00	CCF			
						Aspen	Pulpwood	2.00	CCF			
						Mixed Hardwood	Pulpwood	197.00	CCF			
						Total PU Quantity And Value			207.00	CCF		
007	44					Mixed Hardwood	Sawtimber	16.00	CCF		.00	
						Sugar Maple	Sawtimber	13.00	CCF			
						Aspen	Pulpwood	9.00	CCF			
						Mixed Hardwood	Pulpwood	390.00	CCF			
						Total PU Quantity And Value			428.00	CCF		
008	21					Mixed Hardwood	Sawtimber	2.00	CCF		.00	
						Sugar Maple	Sawtimber	1.00	CCF			
						Aspen	Pulpwood	2.00	CCF			
						Mixed Hardwood	Pulpwood	148.00	CCF			
						Total PU Quantity And Value			153.00	CCF		
009	18					Mixed Hardwood	Sawtimber	6.00	CCF		.00	
						Sugar Maple	Sawtimber	8.00	CCF			
						Aspen	Pulpwood	5.00	CCF			
						Mixed Hardwood	Pulpwood	245.00	CCF			
						Total PU Quantity And Value			264.00	CCF		
010	1					Mixed Hardwood	Sawtimber	6.00	CCF		.00	
						Sugar Maple	Sawtimber	4.00	CCF			
						Aspen	Pulpwood	4.00	CCF			
						Mixed Hardwood	Pulpwood	67.00	CCF			
						Total PU Quantity And Value			81.00	CCF		

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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	Sawtimber	14
All	Pulpwood	10

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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/
6916	FDR6916 (R) (segment 0 to .06)	Single Lane - 15 mph	.06 / .1	SR-1 to SR-38 08/01/2013	FS	FS	FS AC
6919	FDR6919 (R) (segment .05 to .05)	Single Lane - 15 mph	0 / 0	SR-1 to SR-38 08/01/2013	FS	FS	FS AC

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
Not Applicable			

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 5.0 road miles

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

Within 20.0 road miles

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

Maximum Amount: \$ \$1,000

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

August 31, 2016

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

First Period: July 15 to September 30, inclusive

Second Period: December 15 to March 15, inclusive

