

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE		Name of Contractor	
INTEGRATED RESOURCE CONTRACT <i>(Applicable to Contracts with Measurement before Harvest)</i>			
National Forest	Ranger District	Region	Contract Number
Contract Name		Award Date	Termination Date

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/	
<u>Subcontractor Certification</u>	
<u>Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion</u>	
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 BEFORE HARVEST

This contract is organized into Parts, Sections, Subsections, and Items. These are numbered in accordance with the following scheme: Part BT, Section BT.1, Subsection BT.1.1, and Item BT.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 BT through JT are subject to Specific Conditions in Part AT. Wherever appropriate, Specific Conditions established in Part AT are cited by reference number. The listing of Sections, Subsections, or Items in provision AT.18 has the effect of striking or deleting them from Part BT through JT. Provision AT.19 lists provisions that comprise Part KT. Where appropriate, references to Special Provisions are made by citing the applicable reference numbers.

INDEX TO TERMS

Term	Reference	Term	Reference
Advertised Rates	AT.4	Marked	CT.3.5
Base Index	AT.4	Measuring	GT.8
Base Rates	AT.4	Negligent Fire	HT.4.2
Bid Premium Rates	AT.4	Normal Operating Season	GT.3.1
Bid Rates	AT.4	Off-Road Equipment	GT.3.5
Catastrophic Damage	CT.1.3.3	Operations Fire	HT.4.1
Claim	JT.2	Out-of-Pocket Expenses	IT.3.5
Clearcutting Units	CT.3	Overstory Removal Units	CT.3
Construction	IT.6.6	Payment Unit	ET.1
Contract Area	BT.1	Plans	FT.2.1.1
Contract Area Map	BT.1	Release for Cutting	GT.3
Contract Term Adjustment	IT.2.1	Required Deposits	AT.4
Contract Term Extension	IT.2.3	Schedule of Items	FT.2
Contractor's Operations	GT.3	Service	IT.6.6
Current Contract Rates	DT.1	Shop Drawings	FT.2.1.1
Current Contract Value	DT.1	Specified Roads	FT.2
Current Unit Rates	FT.2.5.1	Stewardship Credits	ET.2.2
Design Change	FT.2.5.3	Streamcourses	GT.5
Extension Deposit	ET.2.1.7	Substantially Completed	FT.2.3
Fire Precautionary Period	HT.2	Temporary Roads	FT.1
Flat Rates	AT.4	Tentative Rate	AT.4
Included Timber	CT.1	Termination Date	IT.2
Indicated Advertised Rates	IT.2.2.1	Understory Removal Units	CT.3
Integrated Resource Account	ET.2	Utilization Standards	AT.2, CT.2

CONTENTS

Reference Number	Title	Reference Page Number	Title	Page
AT.0	SPECIFIC CONDITIONS	7	CT.3.7 Designation Changes	16
AT.1	Location and Area	7	CT.4 Quantity Estimate	16
AT.2	Quantity Estimate and Utilization Standards	7	CT.4.1 Adjustment for Quantity Deficit	16
AT.3	Timber Designations	7	CT.4.2 Adjustment for Excess Quantity	16
AT.4	Timber Payment Rates	7	CT.4.3 Adjustment for Quantity Errors	16
AT.4.1	Escalated Rates	8	DT.0 RATES OF PAYMENT	17
AT.4.2	Flat Rates	8	DT.1 Current Contract Rates	17
AT.4.3	Schedule of Payment Units	8	DT.2 Escalation Procedure	17
AT.4.4	Stewardship Credits	9	DT.2.1 Unavailable Index	17
AT.5	Indices Used in Quarterly Adjustment	10	DT.3 Rate Redetermination	17
AT.6	High Stumps	11	DT.3.1 Rate Redetermination for Environmental Modification	17
AT.7	Specified Roads	11	DT.3.2 Rate Redetermination after Catastrophic Damage	18
AT.8	Forest Service Engineering Completion Schedule	12	DT.3.3 Rate Redetermination for Market Change	18
AT.9	Fire Precautionary Period	12	DT.3.4 Emergency Rate Redetermination	18
AT.10	Contractor Responsibility to Furnish Crews and Equipment	12	DT.4 Other Payment Rates	18
AT.11	Contractor's Obligation per Operations Fire	12	DT.4.1 Material and Quantities Not in AT.2	18
AT.12	Termination Date	12	DT.4.2 Timber Cut Through Mistake	18
AT.13	Normal Operation Season	12	DT.4.3 Undesignated Timber Damaged Without Negligence	18
AT.14	Performance Bond	13	DT.4.4 Undesignated Timber Unnecessarily Damaged or Negligently or Willfully Cut	18
AT.15	Downpayment	13	DT.4.5 Liquidated Damages	19
AT.16	Periodic Payment Amounts	13	ET.0 PAYMENTS	19
AT.17	Market-Related Contract Term Addition Producer Price Index	13	ET.1 Amount Payable for Timber	19
AT.18	Inapplicable Provisions	13	ET.2 Integrated Resource Account	19
AT.19	List of Special Provisions in Part KT	13	ET.2.1 Cash Deposits	19
BT.0	CONTRACT AREA	14	ET.2.1.1 Downpayment	19
BT.1	Contract Area Map	14	ET.2.1.2 Advance Deposits	19
BT.2	Claims	14	ET.2.1.3 Periodic Payment Schedule	19
CT.0	TIMBER SPECIFICATIONS	14	ET.2.1.4 Deposits for Charges Subject to Escalation	20
CT.1	Included Timber	14	ET.2.1.5 Deposits When Payment Guaranteed	20
CT.1.1	Standard Timber	14	ET.2.1.6 Blanket Cash Deposits	20
CT.1.2	Substandard Timber	14	ET.2.1.7 Extension Deposits	20
CT.1.3	Damaged Timber	14	ET.2.1.8 Cooperative Deposits	20
CT.1.3.1	Damaged by Contractor	14	ET.2.2 Stewardship Credits	20
CT.1.3.2	Negligent or Willful Damage	14	ET.2.2.1 Progress Estimates	20
CT.1.3.3	Damaged by Catastrophe	14	ET.2.2.2 Excess Stewardship Credits	20
CT.1.3.4	Minor Damage by Natural Causes	15	ET.2.2.3 Excess Timber Value	20
CT.1.4	Unintentionally Cut Timber	15	ET.2.2.4 Cash Payment for Stewardship Projects	20
CT.1.5	Construction Timber	15	ET.2.3 Temporary Reduction of Downpayment	20
CT.1.6	Other Material	15	E.2.4 Refund of Excess Cash	21
CT.2	Utilization and Removal of Included Timber	15	E.2.5 Refund after Final Charges for Released Timber	21
CT.3	Timber Designations	15	ET.3 Payment Guaranteed by Bond or Deposited Securities	21
CT.3.1	Clearcutting Units	15	ET.3.1 Blanket Bond	21
CT.3.2	Construction Clearing	15	ET.3.2 Letters of Credit for Payment Bond	21
CT.3.2.1	Specified Road Clearings	15		
CT.3.2.2	Other Authorized Clearings	15		
CT.3.3	Overstory Removal Units	15		
CT.3.4	Understory Removal Units	15		
CT.3.5	Individual Trees	15		
CT.3.6	Incompletely Measured Payment Units	15		

Reference Number	Title	Reference Page Number	Title	Page	
ET.4	Payments Not Received	21	GT.5	Streamcourse Protection	31
FT.0	TRANSPORTATION FACILITIES	22	GT.6	Erosion Prevention and Control	32
FT.1	Authorization	22	GT.6.1	Meadow Protection	32
FT.1.1	Requirements of Rights-of-Way	22	GT.6.2	Wetlands Protection	32
FT.1.2	Use of Roads by Contractor	22	GT.6.3	Temporary Roads	32
FT.2	Specified Roads	22	GT.6.3.1	Temporary Roads to Remain Open	32
FT.2.1	Engineering	23	GT.6.4	Landings	32
FT.2.1.1	Contract Plans	23	GT.6.5	Skid Trails and Fire Lines	32
FT.2.1.2	Construction Staking	23	GT.6.6	Current Operating Areas	32
FT.2.2	Material Delivery	24	GT.6.7	Erosion Control Structure Maintenance	32
FT.2.3	Use of Partially Constructed Roads	24	GT.7	Slash Disposal	32
FT.2.4	Estimated Cost	24	GT.8	Measuring	33
FT.2.5	Construction Cost Adjustment	24	GT.8.1	Product Identification	33
FT.2.5.1	Variation in Quantities	24	GT.9	Stewardship Projects	33
FT.2.5.2	Physical Change	24	GT.9.1	Refund of Unused Stewardship Credits	33
FT.2.5.3	Design Change	25	HT.0	FIRE PRECAUTIONS AND CONTROL	33
FT.2.6	Alternate Facilities	25	HT.1	Plans	33
FT.2.7	Temporary Credit for Unamortized Specified Road Construction Cost	26	HT.2	Fire Precautions	33
FT.3	Road Maintenance	26	HT.2.1	Substitute Precautions	33
FT.4	Use by Others	26	HT.2.2	Emergency Precautions	33
GT.0	OPERATIONS	26	HT.3	Fire Control	34
GT.1	Representatives	26	HT.3.1	Contractor's Reinforcement Obligations	34
GT.1.1	Notices	27	HT.3.1.1	Suspend Operations	34
GT.2	Improvements	27	HT.3.1.2	Personnel	34
GT.2.1	Removal	27	HT.3.1.3	Equipment	34
GT.2.2	Protection of Improvements	27	HT.4	Fire Suppression Costs	34
GT.2.2.1	Protection of Improvements Not Owned by Forest Service	27	HT.4.1	Operations Fire	34
GT.2.2.2	Protection of Property	28	HT.4.2	Negligent Fire	34
GT.2.3	Protection of Land Survey Monuments	28	HT.4.3	Other Fires on Contract Area	34
GT.2.4	Protection Measures Needed for Plants, Animals, Cultural Resources, and Cave Resources	28	HT.5	State Law	34
GT.3	Control of Operations	28	HT.6	Performance by Contractor	34
GT.3.1	Operating Schedule	28	IT.0	OTHER CONDITIONS	34
GT.3.1.1	Inclusion of Technical Proposal	29	IT.1	Title and Liability	34
GT.3.1.2	Plan of Operations for Road Construction	29	IT.1.1	Title Passage	34
GT.3.2	Protection of Residual Trees	29	IT.1.2	Liability for Loss	35
GT.3.3	Safety	29	IT.2	Period of Contract	35
GT.3.4	Sanitation and Servicing	29	IT.2.1	Contract Term Adjustment	35
GT.3.4.1	Prevention of Oil Spills	29	IT.2.1.1	Delay in Reconstruction of Processing Facilities	35
GT.3.4.2	Hazardous Substances	30	IT.2.1.2	Market-Related Contract Term Addition	35
GT.3.5	Equipment Cleaning	30	IT.2.2	Termination for Catastrophe	36
GT.3.6	Acceptance of Work	30	IT.2.2.1	Termination by Contractor	36
GT.3.6.1	Acceptance of Specified Roads	30	IT.2.2.2	Termination by Forest Service	36
GT.4	Conduct of Logging	31	IT.2.3	Contract Term Extension	36
GT.4.1	Felling and Bucking	31	IT.3	Contract Modification	36
GT.4.1.1	Felling in Clearings	31	IT.3.1	Changed Conditions	36
GT.4.1.2	Stump Heights	31	IT.3.2	Modification for Catastrophe	36
GT.4.1.3	Limbing	31	IT.3.3	Contract Suspension and Modification	37
GT.4.2	Skidding and Yarding	31	IT.3.4	Contract Termination	37
GT.4.2.1	Rigging	31	IT.3.5	Out-of-Pocket Expenses	38
GT.4.2.2	Landings and Skid Trails	31	IT.3.6	Termination for Market Change	38
GT.4.2.3	Skidding on Roads	31	IT.4	Performance by Other than Contractor	38
GT.4.2.4	Arches and Dozer Blades	31	IT.5	Sale of Other Materials	38
			IT.6	Provisions Required by Statute	38
			IT.6.1	Covenant against Contingent Fees	39
			IT.6.2	Officials Not to Benefit	39

Reference Number	Title	Reference Page Number	Title	Page	
IT.6.3	Nondiscrimination in Employment	39	JT.2	Disputes	40
IT.6.4	Debarment and Suspension Certification	39	JT.2.1	Time Limits for Submission of Claim	41
IT.6.5	Contract Consistency With Other Laws	40	JT.2.2	Contract Documents	41
JT.0	PERFORMANCE AND SETTLEMENT	40	JT.3	Breach	41
JT.1	Performance Bond	40	JT.3.1	Termination for Breach	41
JT.1.1	Bond Reduction	40	JT.4	Damages for Failure to Complete Contract or Termination for Breach	42
JT.1.2	Letters of Credit	40	JT.5	Settlement	42
JT.1.3	Temporary Bond Reduction	40	JT.6	Contract Closure	42
			KT.0	SPECIAL PROVISIONS	42

AT.0—SPECIFIC CONDITIONS. The following conditions apply to the indicated provisions.

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

This Contract Area of _____ acres more or less is located in: _____

AT.2 – Quantity 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)	^{1/}
Timber Subject to Agreement under KT-CT.1.1#								
Total Quantity								

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

* 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)	_____	_____
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 \$	Advertise \$	Bid Premium \$	Bid (Tentative) \$		

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) \$	

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 Number	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	Quantity	Unit of Measure		Species	Product	Quantity	Unit of Measure		

AT.4.4 – Stewardship Credits, applicable to ET.2.2 and KT-GT.9

Mandatory Stewardship Projects					
Project Number	Project Description	Unit of Measure	Quantity	Bid Rate \$	Total Credits

Optional Stewardship Projects						
Priority	Project Number	Project Description	Unit of Measure	Quantity	Bid Rate \$	Total Credits

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

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

Species	Product	Maximum Stump Height (inches)

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	Const. Staking ^{1/}

^{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

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

_____ to _____, inclusive

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

Initial Fire Suppression, applicable to HT.3

Within _____ road miles

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

Within _____ road miles

AT.11 – Contractor’s Obligation per Operations Fire, applicable to HT.4.1

Maximum Amount: \$ _____

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

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

First Period: _____ to _____, inclusive

Second Period: _____ to _____, inclusive

AT.14 – Performance Bond, applicable to JT.1
Performance Bond Amount: \$ _____

AT.15 – Downpayment, applicable to ET.2.1.1
Downpayment Amount: \$ _____

AT.16 – Periodic Payment Amounts, applicable to ET.2.1.3

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

AT.17 – Market-Related Contract Term Addition Producer Price Index, applicable to IT.2.1.2
Index Name: _____ **Index Number:** _____

AT.18 – Inapplicable Provisions
The following listed provisions are hereby made inapplicable. (Instructions: List by reference number and title.)

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.)