

**PROSPECTUS  
SCALE SALE**

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
LAKEVIEW DISTRICT  
KLAMATH FALLS RESOURCE AREA OFFICE

KLAMATH FALLS RESOURCE AREA  
KLAMATH MASTER UNIT

Klamath Falls Sale No. ORL04-TS15-03  
Sale Date: **July 1, 2015 (10:00am)**

**Cub Salvage Sale**  
Klamath County, O&C and PD

Bid Deposit Required: **\$35,100.00**

All timber designated for cutting in Lots 1, 2, S ½ NE ¼, W ½ SW ¼, SE ¼ SW ¼, E ½ SE ¼, Section 3; Lots 2, 3, S ½ NE ¼, S ½ NW ¼, SW ¼, N ½ SE ¼, SE ¼ SE ¼, Section 5; NE ¼ NE ¼, Section 7; SW ¼, Section 8; Lots 1, 2, 3, 4, Section 15; Lots 2, 3, 4, Section 17, T.41S., R.5E., Willamette Meridian.

Approximate Number of Trees	Species	Est. Volume MBF 16' Log	Appraised Price Per MBF*	Est. Volume Times Appraised Price
11,720	Douglas-Fir	2,226	\$130.90	\$291,383.40
15,089	Ponderosa Pine	2,863	\$15.00**	\$42,945.00
482	White Fir	76	\$121.40	\$9,226.40
974	Sugar Pine	473	\$15.00**	\$7,095.00
<b>28,265</b>	<b>TOTAL</b>	<b>5,638</b>		<b>\$350,649.80</b>

\*Stumpage values have been determined by analytical and market value appraisal methods. Additional information concerning the appraised price is available at the Klamath Falls Resource Area Office.

\*\*Minimum stumpage value was used to compute the appraised price for these species (stumpage prices were set at 10% of pond value).

**CRUISE INFORMATION - SAWLOG INFORMATION** - Timber Volumes were based upon Variable Plot Cruise for estimating board foot volume of trees in 16 foot logs. Approximately 100% of the total sale volume is salvage material. With respect to merchantable trees of all conifer species: the average tree is 17.9 inches DBHOB; the average gross merchantable log contains 78 bd. ft.; the average tree contains approximately 234 bd. ft.; the total gross volume is approximately 6,641 M bd. ft.; and 85% recovery is expected.

Note: This timber sale has been cruised, appraised, and advertised based upon Scribner Board Foot Volumes (16 Foot Log). The minimum bid figures shown by species are dollars per thousand board feet (MBF). The minimum bid increment will be \$.10 per MBF.

**LOG EXPORT AND SUBSTITUTION RESTRICTIONS** - All timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from use as a substitute for exported private timber.

**CUTTING AREA & Harvest Prescription** – Nine (9) units containing approximately 683 acres of salvage treatment.

**CUTTING TIME** - Contract duration will be twenty (20) months for cutting and removal of timber.

**ACCESS** - Access to the sale area is available via existing BLM roads and via Right-of-Way and Road Use Agreement L-690 with Green Diamond Resource Company. Among other conditions, this agreement requires the purchaser to execute a license agreement with Green Diamond Resource Company and pay a rock wear fee of \$24,823.32 a rock royalty fee of \$250.00 and a well use fee of \$500.00 to Green Diamond Resource Company.

**ROAD MAINTENANCE** - The Purchaser will be required to maintain approximately thirty (30) miles of existing BLM and private roads. The Purchaser will be required to pay a maintenance fee of \$0.33 per MBF or a total of \$1,836.40 for the use of these roads.

**SOIL DAMAGE PREVENTION** - Pursuant to Section 25 of Form 5450-3, Timber Sale Contract, the Purchaser shall not operate or cause to have operated on the contract area, any ground based logging equipment when soil moisture content exceeds 20% by weight as determined by the authorized officer. This requirement does not apply if snow logging conditions exist as described in the contract.

**EQUIPMENT REQUIREMENTS – LOGGING AND SITE PREPARATION:**

1. Mechanized harvesting equipment capable of cutting up to a 20 inch DBH tree and reaching a minimum of twenty (20) feet laterally.
2. At least one ground based yarding tractor shall be equipped with an integral arch and winch system capable of lining logs at least seventy five feet (75).

**SLASH DISPOSAL** - **Slash disposal will consist of:**

1. Whole tree yarding is required for all trees designated for cutting as show on exhibit A.
2. Unmerchantable timber (slash, limbs, tops, cull logs, pieces of logs, etc.) can be removed as biomass or other products with the negotiation of a separate contract.

**OTHER**

1. Extension of time beyond the normal 30 days may be granted for completing bonding and contract signing requirements upon written request and justification from the Purchaser.

2. All operations are seasonally restricted from October 15<sup>th</sup> of one calendar year to June 1<sup>st</sup> of the following calendar year, unless waived by the Authorized Officer or winter logging conditions exist.
3. Cut stumps of all pine trees fourteen (14) inches in diameter and larger will be treated with a fungicide. The fungicide will contain a cement dye to help monitor application compliance.
4. All logging equipment will be cleaned prior to operating on BLM lands to prevent the spread of noxious weeds.
5. Special Yarding Areas within the contract units as shown in Exhibit A must exclude equipment from entry. Cutting of trees within these areas may occur. A mechanized harvester capable of reaching a minimum of twenty (20) feet laterally and removing the tree with little to no ground disturbance will be required.
6. Landings shall be designated by the authorized officer in units 3-1, 3-2, 5-1, 5-2, and 5-3.

**CONTRACT TERMINATION** - A Special Provision has been added to the contract which enables the Contracting Officer to suspend the contract to facilitate protection of certain plant or animal species, and/or to modify or terminate the contract when necessary to comply with the Endangered Species Act or comply with a court order. This contract provision limits the liability of the Government to the actual costs incurred by the Purchaser which have not been amortized by timber removed from the contract area.

**NARRATIVE DESCRIPTION OF HOW TO GET TO THE TIMBER SALE AREA** - The sale is located approximately twenty four (24) miles southwest of Klamath Falls. From Klamath Falls, take Highway 66 west for approximately twelve (12) miles to Keno. Continue west on Highway 66 approximately eighteen (18) miles to Camp 4. Take BLM road 40-5E-3.0/WeyCo 106 south for approximately three (3) miles to the Dixie Tie road. Follow the Dixie Tie Road approximately four (4) miles to the sale area.

**ENVIRONMENTAL ASSESSMENT** - An environmental assessment was prepared for this sale, and a Finding of No Significant Impact has been documented. This document is available for inspection as background information for this sale at the Klamath Falls Resource Area Office.

Notice of Decision for sale of timber dated April 14, 2015.

This advertisement includes:

**Date Mailed:** June 16, 2015

**Cub Salvage Timber Sale (Scale Sale)**

**Sale Date:** July 1, 2015

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
Klamath Falls Resource Area  
2795 Anderson Avenue, Building 25  
Klamath Falls, Oregon 97603

**TIMBER SALE NOTICE**

**NOTICE IS HEREBY GIVEN** that the Bureau of Land Management (BLM) will offer for sale timber as described herein for oral auction, pursuant to Instructions to Bidders, as stated on Form No. 5440-9 and subject to Notice of Requirement for Certification of Nonsegregated Facilities, Form No. 1140-4. Written and oral bids will be received by the Field Manager, or their representative, at the Bureau of Land Management, Klamath Falls Resource Area Office, 2795 Anderson Avenue, Building 25, Klamath Falls, Oregon, telephone (541) 883-6916. The timber sale will commence at 10:00 a.m. on July 1, 2015.

**A WRITTEN BID** on Form 5440-9 at not less than the appraised price on a unit basis per species and the required minimum bid deposit shall be required to participate in oral bidding for each tract.

**APPRAISED PRICES** are determined by analytical appraisal methods unless otherwise noted on individual timber sale notices.

**THE SUCCESSFUL BIDDER**, as a condition of award, will be required to complete and/or sign the following forms:

1. Form 1140-6, a certification that the bid was arrived at by the bidder or offeror independently, and was tendered without collusion with any other bidder or offeror.
2. Form 1140-7, Equal Opportunity Affirmative Action Program Representation, for all contracts over \$10,000.00.
3. Form 1140-8, Equal Opportunity Compliance Report Certification.
4. Form 5450-17, Export Determination.

**A PERFORMANCE BOND** in an amount not less than 20 percent of the total purchase price will be required for all contracts of \$2,500.00 or more, but the amount of the bond shall not be in excess of \$500,000.00, except when the Purchaser opts to increase the minimum bond as provided in 43 CFR 5451.2. A minimum performance bond of not less than \$500.00 will be required for all installment contracts less than \$2,500.00.

**QUALIFIED SMALL BUSINESS** concerns may apply to the Small Business Administration for a loan to provide financing for access road construction required under the terms of qualifying timber sale contracts and necessary contract changes will be made. Approval of loan applications rests with the Small Business Administration and may be contingent upon availability of funds. Applicants for such loans shall notify the BLM of their intention to apply for such loan.

**LOG EXPORT AND SUBSTITUTION** All timber sales, including timber from Federal rights-of-ways, shall be subject to the restrictions relating to the export and substitution of unprocessed timber from the United States in accordance with P.L. 94-165 and 43 CFR 5400 and 5424 as amended.

**LOG EXPORT AND SUBSTITUTION RESTRICTIONS** Excepting Port-Orford-cedar, all timber offered for sale hereunder is restricted from export from the United States in the form of unprocessed timber and is prohibited from being used as a substitute for exported private timber.

The Bureau of Land Management (BLM) has revised the log export restrictions special provision to reduce the log branding and painting requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting.

**ADDITIONAL INFORMATION** concerning each timber sale tract described herein and a copy of the timber sale contract is available at the above Resource Area Office. The prospectuses for these timber sales are also available online

at: <http://www.blm.gov/or/districts/lakeview/timbersales/index.php>

The prospectuses include maps and tables that cannot be made Section 508 compliant. For help with this data and information, please contact the above Resource Area Office.

**THE VOLUMES LISTED** herein are estimates only, based on 16-foot taper breaks, which must be taken into consideration if comparisons are made with volume predictions based on other standards. No sale shall be made for less than the total purchase price, without regard to the amount bid per unit, even though quantity of timber actually cut or removed or designated for taking is more or less than the estimated volume or quantity so listed.

**INSTALLMENT PAYMENTS** may be authorized for sales of \$500.00 or more. Required installments will be determined by BLM. For sales under \$500,000.00, installments will not be less than 10% of the total purchase price. For sales of \$500,000.00 or more, installment payments shall be \$50,000.00.

**A SALE DEPOSIT** equal to one installment is required prior to approval of the contract. This deposit must be made in cash or by check payable to the Department of Interior - BLM.

**AN IRREVOCABLE LETTER OF CREDIT (ILC)** may be used in place of bid bonds, performance bonds, and payment bonds. ILC's must be approved by the Authorized Officer prior to use and are subject to certain limitations. Contact the Klamath Falls Resource Area for further information.

**THE PURCHASER** is given no authority to enter upon or cross any private lands or to use any privately-owned property or improvements unless such rights are specifically covered in the contract stipulations. If the Purchaser desires to make any use of private property which is not specifically authorized by the contract, they must make the necessary prior-arrangements for such use with the landowner.

**The Purchase** of this salvage timber entitles the Purchaser to volume-for-volume and contract term-for-contract term extensions without reappraisal of qualifying BLM contracts for green timber held by the Purchaser.

**PRIOR TO STARTING** any operations, the Purchaser or their designated representative will be required to meet with the Authorized Officer or their representative and the Contract Administrator for a pre-work conference. If a subcontractor is to be involved in the operation, the subcontractor must also be represented at the conference. If more than one subcontractor is to be involved in the operation, it may be necessary to have more than one pre-work conference unless all subcontractors can be present at one conference.

**PRIOR TO THE AWARD** of any timber sale, the BLM may require the high bidder to furnish such information as is necessary to determine the ability of the bidder to perform the obligations of the contract. The following information is required for first time high bidders bidding as:

1. Individuals
  - a. A Citizenship Affidavit, Form 5450-9.
  - b. A certified Financial Statement prepared no earlier than sixty (60) days prior to the sale date.
2. Partnerships or Unincorporated Associations
  - a. A Citizenship Affidavit, Form 5450-9, for each member of the partnership or association.
  - b. A copy of the partnership agreement, or if no formal partnership agreement, a letter showing the nature of the business conducted by the partnership, partnership term, and the name of the partner or partners authorized to execute timber sale contracts and performance bonds on behalf of the partnership.
  - c. A certified Financial Statement prepared no earlier than sixty (60) days prior to the sale date.
3. Corporations
  - a. A certified copy of the articles of incorporation and by-laws.
  - b. A certified copy of the resolution of the board of directors authorizing the officers to sign timber sale contracts and performance bonds on behalf of the corporation.
  - c. An original certificate from the Corporation Commissioner authorizing the corporation to transact business in the State of Oregon.
  - d. A certified Financial Statement prepared no earlier than sixty (60) days prior to the sale date.

Those bidders who have demonstrated poor performance, including recent contract defaults, may be required to provide additional performance assurances in the form of advanced payment and/or an increased performance bond as a condition for award of contract. These extraordinary requirements may be required on a case-by-case basis.

**PRE-AWARD QUALIFICATIONS** The higher bidder may be required to furnish information to determine the ability to perform the obligations of the contract. If the high bidder is determined not qualified, not responsible, or refuses to respond within five (5) days of a request for information pertaining to qualifications, the contract may be offered and awarded for the amount of the high bid to the highest of the bidders who is qualified, responsible, and willing to accept the contract.

**OTHER** 43 CFR Chapter 11 (10-1-92 Edition), Subpart 5442- Bidding Procedure.  
§ 5442.3 Rejection of Bids; Waiver of Minor Deficiencies. When the Authorized Officer determines it to be in the interest of the Government to do so, he may reject any or all bids and may waive minor deficiencies in the bids or the timber sale advertisement. (38 CFR 6280, March 8, 1973)

**ENVIRONMENTAL ASSESSMENT** was prepared for this sale, and a Finding of No Significant Impact has been documented. These documents are available for inspection as background for this sale at the Klamath Falls Resource Area Office.

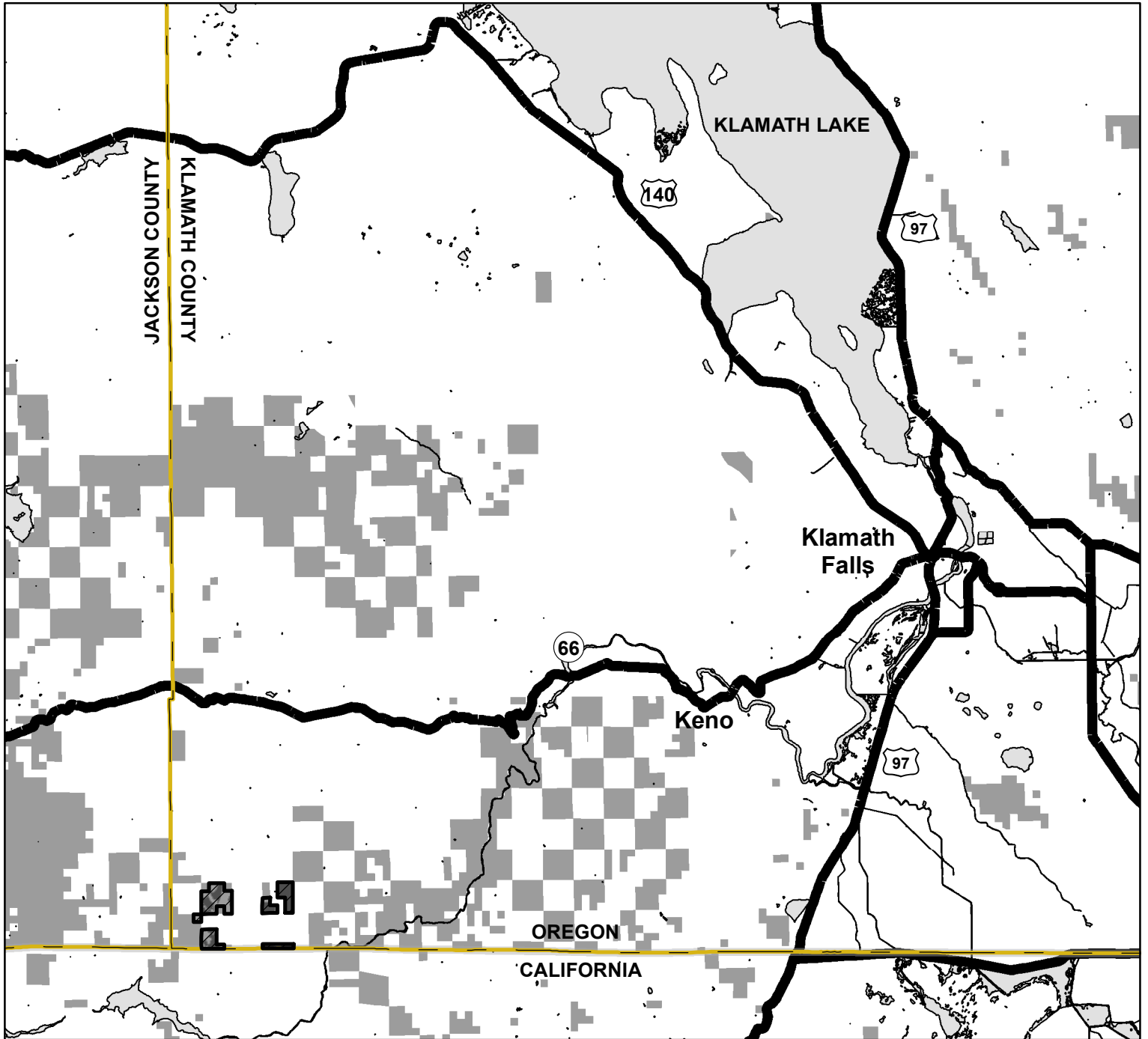
UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT

NOTICE OF REQUIREMENT FOR CERTIFICATION  
OF NONSEGREGATED FACILITIES




Bidders and offerors are cautioned as follows: by signing this bid or offer or entering into this contract or lease, as the case may be, the bidder, offer or, or contractor will be deemed to have signed and agreed to the provisions of the Certification of Nonsegregated Facilities in this solicitation. The certification provides that the bidder or offer or does not maintain or provide for his employees facilities which are segregated on a basis or race, color, religion, sex, or national origin, whether such facilities are segregated by directive or on a de facto basis. The certification also provides that he will not maintain such segregated facilities. Failure of a bidder or offer or to agree to the Certification of Nonsegregated Facilities will render his bid or offer nonresponsive to the terms of solicitations involving awards of contract exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

In accordance with 41 CFR 60, as amended May 19, 1967, and Executive Order No. 11246 of September 24, 1965, as amended, this notification will be included in all notices of invitations for bid, lease, offers, and requests for proposal where prospective nonexempt contracts may exceed \$10,000.

Form 1140-4  
(June 1974)



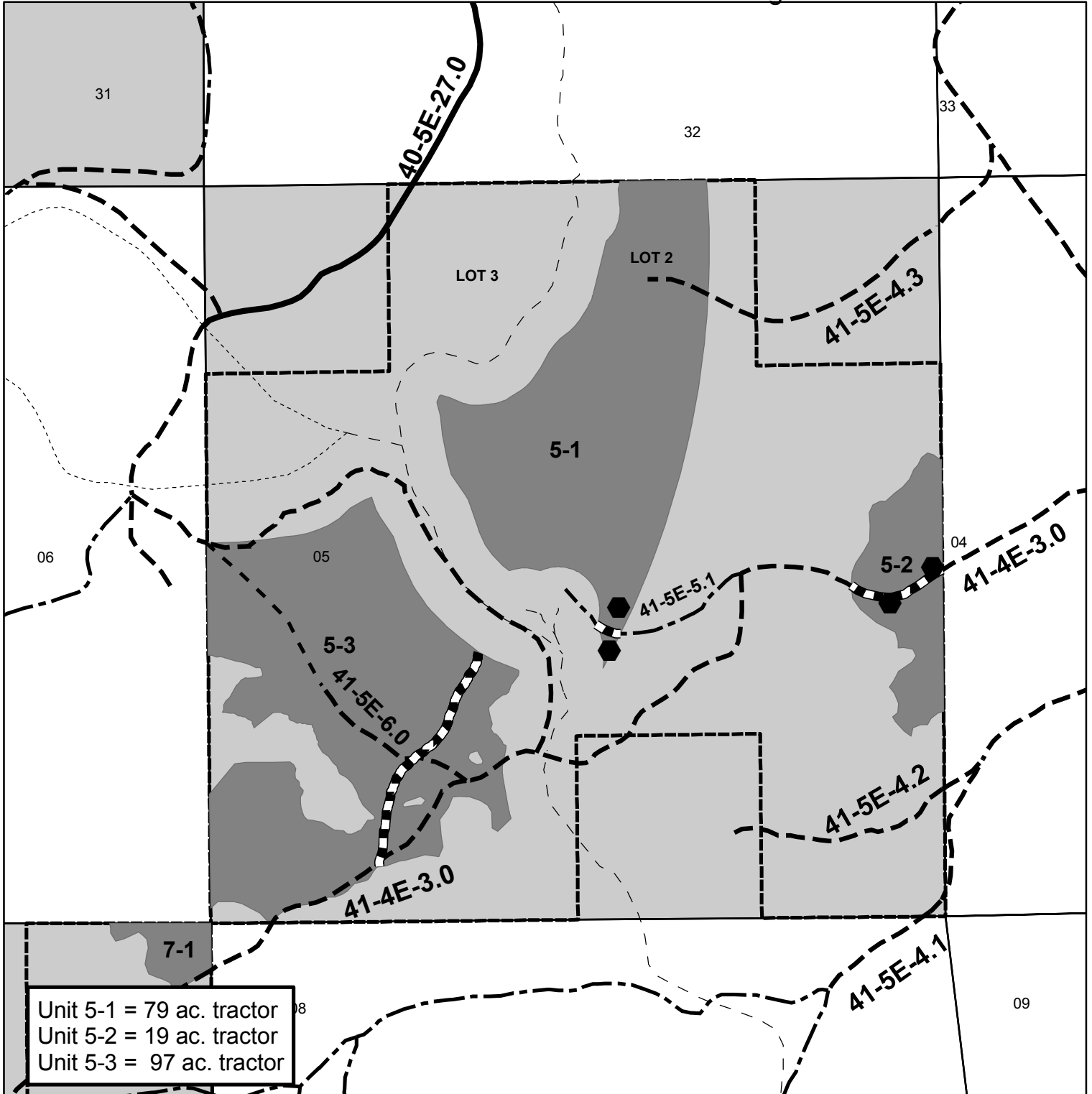
**Legend**

-  Highways
-  Bureau of Land Management Lands
-  Contract Area



1:300,000



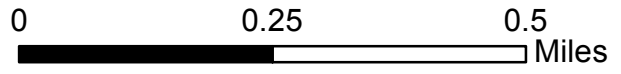


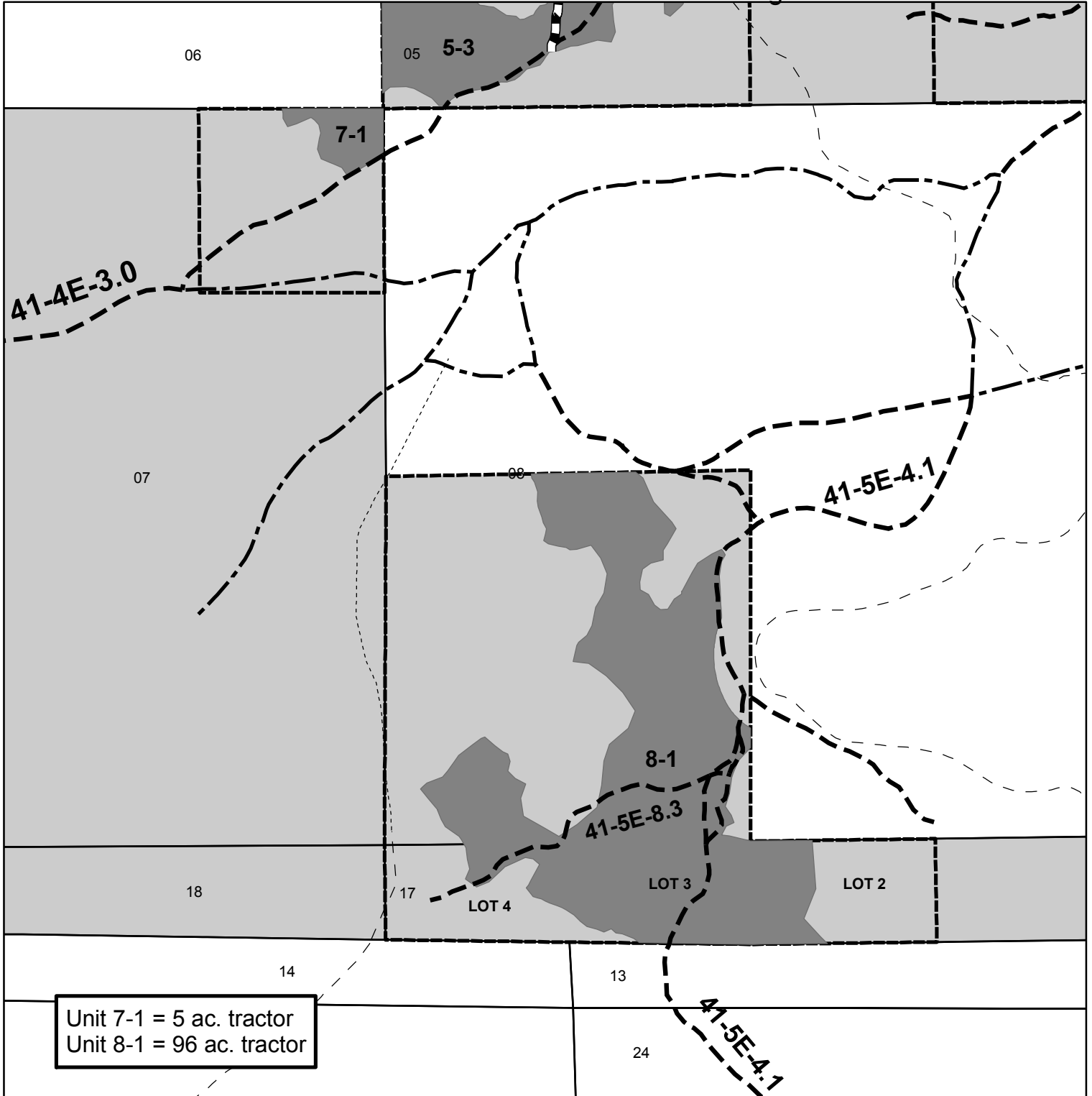
Unit 5-1 = 79 ac. tractor  
 Unit 5-2 = 19 ac. tractor  
 Unit 5-3 = 97 ac. tractor

**Legend**

Contract Area	<b>Streams</b>	<b>Roads</b>
Cub Harvest Units	Perennial	Bituminous
Bureau of Land Management	Intermittent/seasonal	Concrete
Designated Landings	Ephemeral	Aggregate
Unmapped Roads		Natural
Special Yarding Area		Unknown
Power line		

1:12,000





Unit 7-1 = 5 ac. tractor  
 Unit 8-1 = 96 ac. tractor

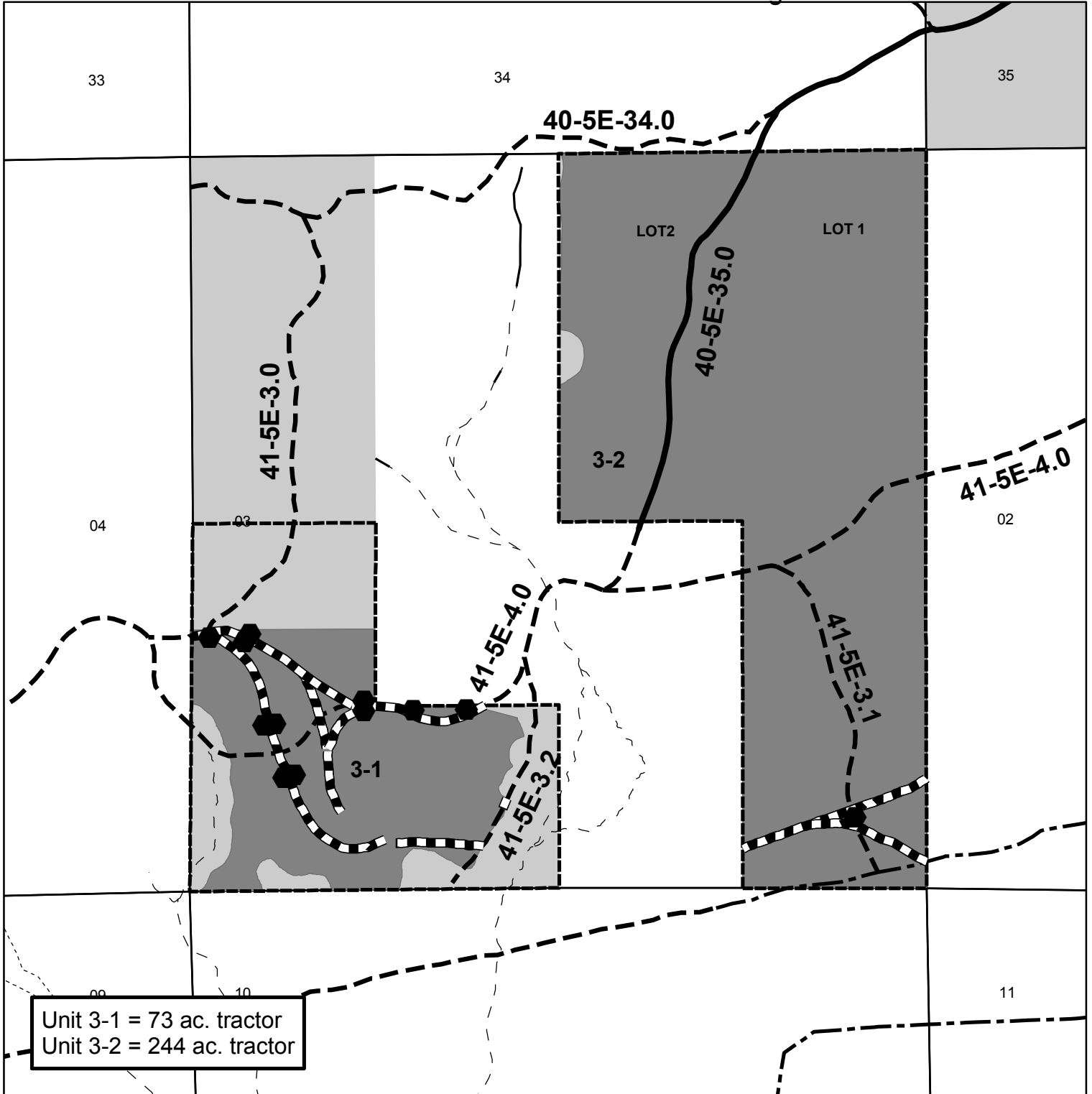
**Legend**

Contract Area	<b>Streams</b>	<b>Roads</b>
Cub Harvest Units	Perennial	Bituminous
Bureau of Land Management	Intermittent/seasonal	Concrete
Designated Landings	Ephemeral	Aggregate
Special Yarding Area		Natural
Power line		Unknown

1:12,000

N

0 0.25 0.5 Miles



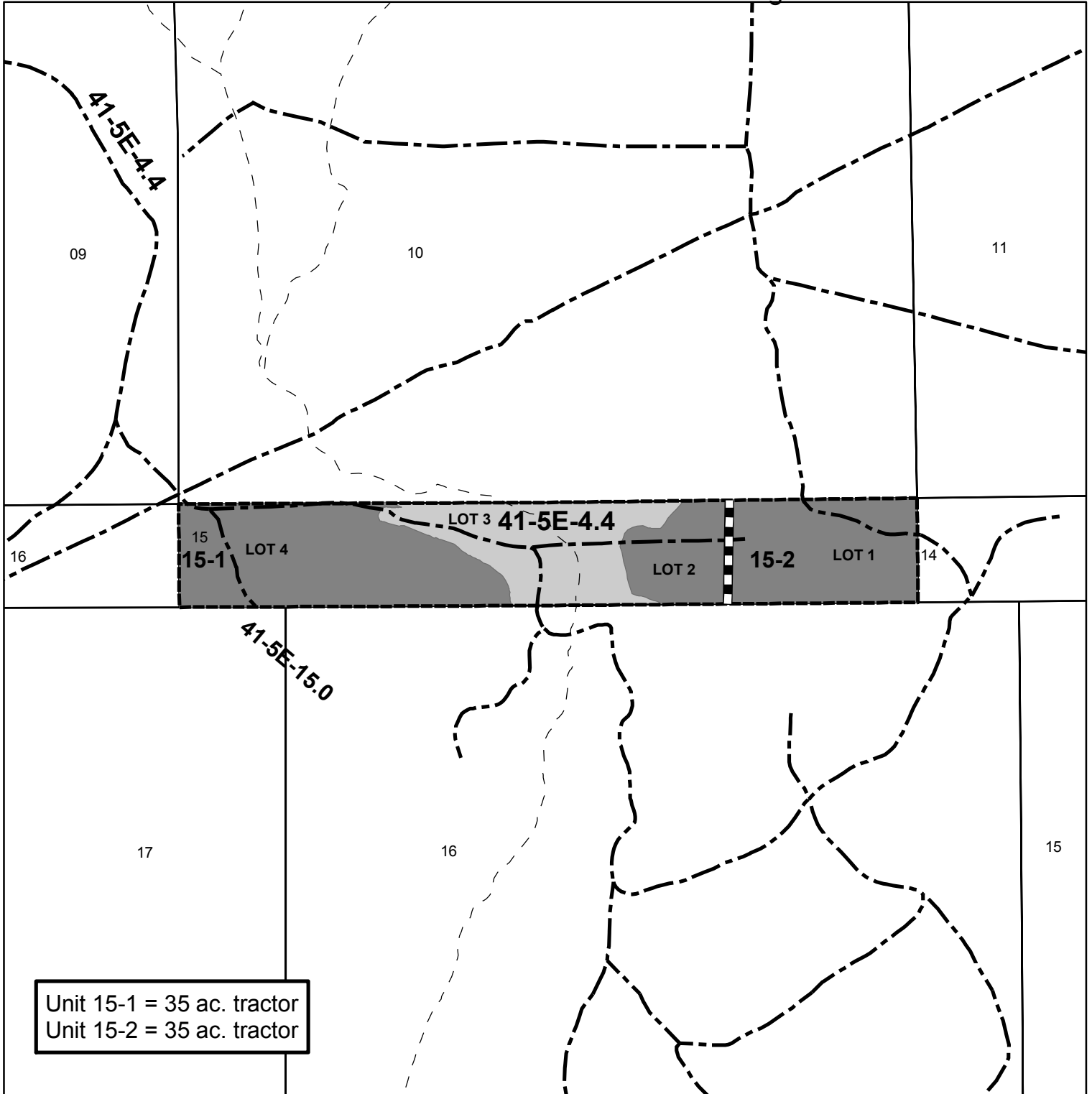
**Legend**

Contract Area	<b>Streams</b>	<b>Roads</b>
Cub Harvest Units	Perennial	Bituminous
Bureau of Land Management	Intermittent/seasonal	Concrete
Designated Landings	Ephemeral	Aggregate
Special Yarding Area		Natural
Power line		Unknown

1:12,000

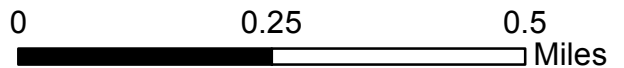
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0 0.25 0.5 Miles



Legend		
	Contract Area	
	Cub Harvest Units	
	Bureau of Land Management	
	Designated Landings	
	Special Yarding Area	
	Power line	
<b>Streams</b>		
	Perennial	
	Intermittent/seasonal	
	Ephemeral	
<b>Roads</b>		
	Bituminous	
	Concrete	
	Aggregate	
	Natural	
	Unknown	

1:12,000





**UNITED STATES  
 DEPARTMENT OF THE INTERIOR  
 BUREAU OF LAND MANAGEMENT (BLM)**

**EXHIBIT B  
 SCALE SALE**

**PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

**I. Total Actual Commercial Value** - In accordance with Section 3. (d) of the contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Timber sold is comprised of merchantable volume removed, merchantable remaining volume, and other biomass volume removed as defined below. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment.

<b>Schedule of Species, Measurement Units, and Prices</b>		
<b>Species and Product</b>	<b>Measurement Unit*</b>	<b>Price Per Measurement Unit**</b>
<b>Merchantable Timber</b>		
Douglas-Fir	MBF	
Ponderosa Pine	MBF	
White Fir	MBF	
Sugar Pine	MBF	
Incense Cedar	MBF	
<b>Unmerchantable Timber – Biomass (Clean Chips and Hog Fuel)</b>		
Clean Chips	Tons	To Be Negotiated
Hog Fuel	Tons	To Be Negotiated

\* MBF – One thousand board feet = 1 MBF

\*\* The prices per measurement unit are subject to readjustment (refer to Section 9 of the contract.)

**II. Merchantable Timber** - All timber which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber. Purchaser shall pay for same in accordance with Section 3 of this contract at the unit prices shown in Section I of this Exhibit.

<b>Schedule of Minimum Material Specifications</b>			
Species and Products	Length	Diameter (inside bark at small end)	Net Scale
All Species	8 feet	8 inches	33 1/3% of gross volume of any log segment

If the Purchaser elects to remove any biomass in the form of clean chips or hog fuel which does not meet the above minimum log specifications and which has not been reserved by the Government, such material shall be measured in accordance with Section V of this Exhibit for its merchantable content as provided herein. Prices for biomass material (clean chips and/or hog fuel) shall be negotiated in accordance with Section 8 and paid for in accordance with Section 3 of this contract.

**III. Measurement Requirements** - The Purchaser shall optimize the merchandising of each tree.

**IV. Volume Determination - Sawlogs and Veneer**

**A. Log Rule and Measurement** - All logs shall be scaled according to the Eastside Scribner log rules found in the Northwest Log Rules Eastside and Westside Log Scaling Handbook in the Official Rules for Log Scaling and Grading Bureaus developed by the Northwest Log Rules Advisory Group dated July 1, 2003. A Scaling Authorization must be completed prior to beginning of operations. The Contracting Officer may elect to utilize sample scaling in lieu of 100 percent scaling of log loads. The sample log scaling procedures, including sample design and number of log sorts, will be determined by the Contracting Officer in accordance with Standard BLM methods.

**B. Scaling Service** - Log scaling services shall be provided and performed by BLM personnel or parties under contract to BLM, as determined by the Contracting Officer.

1. All logs shall be scaled and volumes determined by BLM or a certified contract scaler.
2. The BLM scaler or contract scaler is designated to collect scale data from all loads including net weight of each load.

**C. Other Timber** - If any timber is of a species or size not listed in Section II of this Exhibit (above) or is of a quality different from merchantable timber described herein, the Contracting Officer shall establish volumes and values in accordance with Standard BLM methods.

**D. Defect Caused by Abnormal Delay** - Scaling deductions made for rot, checks or other defect resulting from abnormal delay in scaling caused by Purchaser shall be recorded separately and charged to the Purchaser.

**E. Log Presentation** - Purchaser shall present logs so that they may be scaled in an economical and safe manner in accordance with the Memorandum(s) of Agreement for Yard Scaling required in Section IV.G.5. of this Exhibit.

**F. Check Scale** - The Government will conduct check scales as set forth below:

1. Check scale shall include at least 200 logs and at least 8 loads.
2. Utilize a sample that will accurately represent the species and defect associated

with the sale.

3. For complex scaling situations, conduct the appropriate analysis to determine sample size. Increase the number of logs check scaled if sample size analysis deems necessary.
4. Use the following standards to determine the proficiency of individual Government scalers:

Gross Scale. A variance of one percent in gross scale is the standard unless otherwise justified.

Net scale. The allowable variance is as follows:

Check scaler's percent defect in logs	Scalers allowable variance
0-10 percent	2 percent
over 10 percent	.2 x percent defect to a maximum of 5 percent

Determinations as to volume of timber made by a government check scaler in conformance with the standards as set forth herein shall be final. All loads check scaled by BLM will be identified with the check scaler's initials legibly marked or painted in the face of the first log in each load. When such checks show a variance in scale in excess of acceptable standards, in two or more consecutive check scales, an adjustment to the volume reported as scaled will be made by BLM. Such adjustments will be made based on the difference between available BLM check scales and the original scale during the period covered by the unsatisfactory check scales. Unless otherwise approved in writing by the Contracting Officer, the volume to which this difference will be applied will be 50 percent of the volume scaled between the last satisfactory check and the first unsatisfactory check, 100 percent of the volume scaled during the unsatisfactory check, and 50 percent of the volume between the last unsatisfactory check scale and the next satisfactory check scale.

#### **G. Accountability**

1. Purchaser shall notify the Contracting Officer three (3) days prior to starting and at the earliest opportunity when stopping of hauling operations performed under the contract.
2. Logs will be painted and branded at the landing and accounted for in accordance with Section 41 of the contract. Each truck driver shall obtain a load receipt and a BLM scaler receipt from the Log Truck Ticket Book issued by the Contracting Officer and comply with the instructions specified on the cover of said book. While products are in transit, the truck driver shall display the load receipt and BLM scaler receipt on the bunk or wing log at the front of the load on the driver's side. All logs on each load shall be delivered to the destination listed



on the load receipt. The BLM scaler receipt shall be surrendered at the location of BLM scaling, the unloading location, or as requested by BLM.

3. The Purchaser shall not haul logs from the contract area on weekends; Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas, and New Year's holidays; or outside the hours of 6:00 a.m. to 4:00 p.m. daily, unless otherwise approved in writing by the Contracting Officer or designated in the Approved Logging Plan.

4. The Purchaser shall furnish BLM a map showing the route which shall be used to haul logs from the timber sale area to the scaling location. Such route shall be the most direct haul route between the two points, unless another route is approved by BLM. The route of haul may be changed only with advance notice to the Contracting Officer and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.

5. All loads will be scaled at scale locations listed on the Scaling Authorization as approved by the Contracting Officer. The Purchaser shall ensure that all scale site owners listed on the Scaling Authorization enter into a Memorandum of Agreement for Yard Scaling before requesting BLM approval of the Scaling Authorization. Areas for scaling BLM logs will be designated on the ground and identified on the yard map as required in the Memorandum(s) of Agreement for Yard Scaling.

6. Any removal of logs from loaded trucks prior to their arrival at the delivery point as required by the contract shall be considered a willful trespass and render the Purchaser liable for damages under applicable law. Any payment made for purchase of such logs shall be deducted from amount due because of trespass.

**H. Scaling Lost Products** - The value of lost loads shall be equal to the highest value load for the month in which the lost load is hauled regardless of where the highest value load is scaled. If no loads have been scaled in that month, value will be determined from the closest month in which loads were scaled.

**I. Landing Procedures** – All landing procedures are subject to the approval of the Authorized Officer.

## **V. Volume Determination – Clean Chips- Hog Fuel**

### **A. Measurement Requirements**

1. The amount of Clean Chips or Hog Fuel removed shall be measured by net weight removed.

2. The Purchaser shall weigh each truck loaded and empty for gross (loaded) and tare (empty) weight to calculate net load weight for each load in the following manner unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan Section 41(C)(11). Weights shall be

electronically printed on the weight ticket and the Weigh Master shall record the BLM log load receipt number on the weight ticket. When tare weight is missing, the BLM will use a similarly configured vehicle and use the lightest tare weight recorded to date from the hauling under the permit. The weight ticket that is signed by the Weigh Master shall be attached to the scaler receipt part of the scale ticket.

3. Weighing services may be provided by either public or privately owned and operated weighing facilities, provided the scales used meet the following minimum requirements:

- a. Capable of weighing the entire load in a single operation
- b. Currently certified scale in accordance with State law.

4. The weighing of less than the entire load is prohibited. Unless otherwise agreed, the minimum sized weighing facility shall be a 50-ton capacity scale with a 70' x 10' platform or larger. The weighbeam of the weighing facility must be fully enclosed and sealed, and the weight indicators and printer must:

- a. Be of an electronic design.
- b. Be shielded against radio or electromagnetic interference.
- c. Have a date and time stamp which prints with each weighing.
- d. Be equipped with both automatic zeroing and motion detecting devices.

5. If the electronic printer becomes inoperable, the following alternative method of recording load weights may be used: While using scales, the Weigh Master will manually determine gross and tare weight for each load. On each weight ticket, the Weigh Master will record the gross and tare weight and the time and date these measurements were taken. The Weigh Master will record on the weight ticket the date and time the electronic printer became inoperable.

**VI. Estimated Volumes and Values** - The following volume estimates and calculations of value of timber sold are made solely as an administrative aid for determining payment amounts, when payments are due, the value of timber subject to any special bonding provisions, and other purposes specified in various portions of the contract:

**A. Merchantable Timber Volume Removed from Contract Area** - The total volume of removed timber shall be determined using the Government's records of scaled and weighted volumes of timber skidded or yarded monthly, or a shorter period if agreed to by the Purchaser and Government, to loading points or removed from the contract area.

**B. Merchantable Timber Not Yet Removed from Contract Area** - The value of merchantable timber which has not been removed will be determined by multiplying the value per acre as shown below times the amount of acreage subject to the purpose of the value determination, as determined by the Authorized Officer:

<b>Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area</b>					
<b>Cutting Area</b>		<b>Estimated Volume (MBF)</b>		<b>Estimated Purchase Price</b>	
<b>Cutting Unit Number</b>	<b>Approximate Number of Acres</b>	<b>Volume per Acre (MBF)</b>	<b>Total Volume</b>	<b>Value per Acre</b>	<b>Total Value</b>
3-1	73	8.26	603		
3-2	244	8.25	2014		
5-1	79	8.27	653		
5-2	19	8.26	157		
5-3	97	8.25	800		
7-1	5	8.4	42		
8-1	96	8.24	791		
15-1	35	8.26	289		
15-2	35	8.26	289		