

EXHIBIT B

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

Contract No.: ORW03-TS-2022.0002

Sale Name: Racetrack Timber Sale

**Issuing Office: Spokane District –
Border Field Office**

**SCALE SALE
PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS**

I. **Purchase Price** - In accordance with Section 2 and 3 of the timber sale contract, the Purchaser agrees to pay the Government for the timber sold under the contract in accordance with the following schedule and measurement requirements. Additional wood products may be sold under the provisions of Section 8 of the contract. In the event an Extension of Time is approved, the prices per measurement unit are subject to readjustment (refer to Section 9 of the contract).

Schedule of Species/Products, Measurement Units, and Prices		
Species/Products	Measurement Unit	Price Per Measurement Unit
Conifer Sawlogs*	Ton	\$8.58
Other Wood Products (Optional)**	Ton	\$1.00

(*) Sawlogs: Douglas-fir, western larch, ponderosa pine, and lodgepole pine species from 8.0 to 21.9 inches DBH and ≥ 5 inches diameter on the small end, except for trees required to reserve by DxP selection criteria and those trees required to reserve marked with orange color paint or red color paint

(**) Chipwood/Pulpwood/Fuelwood/Other Products: *Optional* material 2-6 inches diameter (e.g. tops of trees, slash, logging debris, biomass) or otherwise products that do not meet sawlog specifications.

II. **Merchantable Sawlog Timber** - All timber that 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 the contract at the unit prices shown in Section I above.

Schedule of Material Specifications			
Species/Product	Length (feet)	Diameter (inside bark at small end)	Net Scale (% of gross volume of any log segment)
Douglas-fir, western larch, ponderosa pine, and lodgepole pine	8 feet	5 inches	33 1/3% of gross volume of any log segment or 10 bf.
All Species	16 feet	Greater than 2 inches Less than 6 inches	33 1/3% of gross volume of any log segment or 10 bf.

If the Purchaser elects to remove any logs which do not meet the above minimum log specifications for Merchantable Timber and which have not been reserved to the Government in Section 41 of the timber sale contract, such logs shall be scaled for their merchantable

content as provided herein and be paid for in accordance with Sections 2 and 3 of this contract.

III. WEIGHT SCALING - The Purchaser shall utilize scales that meet the standard for commercial vehicle scales defined in the National Bureau of Standards Handbook 44, current edition.

A. The Purchaser shall weigh all loads on scales currently certified by the State in which weighed. Scales must have a current inspection tag or seal posted which shows the date of the most recent test by the State weights and measures agency. No load shall be presented for weighing that weighs more than the certified capacity of the scales in use. Each load shall be weighed as a single unit with the gross and tare weights stamped and recorded by an automatic recording device on the scales. In addition to the gross weight and tare weight of the load, the Purchaser shall record the following on each weight slip:

1. Contract Name
2. Load removal receipt number
3. Date and time weighed

B. The Purchaser shall maintain load accountability from the Contract Area to point of weighing. The Purchaser shall plainly mark or otherwise identify products prior to hauling. The truck driver shall obtain a removal load receipt (Log Truck Ticket). The Purchaser shall assign a competent individual at the landing to issue load receipts for products removed from the contract area (as shown on Exhibit A). A duplicate copy or stub of such load receipt shall be retained by the Purchaser and delivered to the BLM at the same intervals described in Section III F below. At the discretion of the Authorized Officer, the Purchaser may use mill scale reports showing the Log Truck Ticket (load receipt) number, what timber sale load originated from, driver, date load originated, log brand, gross weight, tare weight, net weight, and other required data in lieu of providing the Authorized Officer the duplicate copy or stub. When the products are in transit, the truck driver shall keep the original copy of the load receipt in his possession and show it upon request or display it as evidence of his authority to move products. The original removal load receipt shall be surrendered at point of scaling, the unloading point, or as requested by the BLM. Products shall not be placed in storage for deferred scaling unless approved in writing by the Contracting Officer. The load of products shall remain intact while in transit. Products accidentally lost in transit shall be promptly identified by load removal receipt number and contract designation. The Purchaser shall, within 24 hours, load out such lost products and present them for weighing or make other arrangements acceptable to the BLM.

C. The Government shall provide Log Truck Tickets (load receipts) Books to the Purchaser. The Purchaser is responsible for securing ticket books. All used and unused ticket books shall be returned to the Authorized Officer within 30 days after completion of hauling operations. Each unaccounted load ticket shall be considered as a one truck load and shall be treated as specified in Section III.I below.

- D. The Purchaser shall clearly and legibly paint the last three numbers of the load removal receipt in large numbers in black colored paint on the back end of at least three logs in every load transported from the contract area.
- E. Prior to hauling logs the Purchaser shall provide to the Authorized Officer a copy of the purchase agreement between the Purchaser [and/or the Purchaser's subcontractor(s)] and mill(s), company(ies), individual(s), etc. receiving sawlogs, ton (small) wood, and other products from the contract area.
- F. Unless otherwise approved in writing by the Contracting Officer, the Purchaser shall provide the Authorized Officer bi-monthly [on the 15th and the 30th (or 31st) of each month] scaling reports, indicating the merchantable volume removed from the contract area.
- G. Other Biomass (e.g. pulp, hog fuel, clean chips, etc.) - All timber or biomass which does not meet the minimum log specifications shown in Section II (above), shall be considered as other products sold under the terms and conditions of the contract. The Purchaser shall pay for same at the unit prices shown in Section I of Exhibit B, in accordance with Section 3 of the timber sale contract. If such biomass material is of a species or size not listed above or is of a quality different from merchantable timber described herein, the Authorized Officer shall establish volumes and values in accordance with the standard Bureau of Land Management methods.
- H. Scaling Lost Products – The value of forest product loads represented by missing load tickets 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.

IV. Other Timber - If any timber is of a species not listed in Section I of this Exhibit the Authorized Officer shall establish volumes and values in accord with Standard BLM methods.

V. Accountability

- A. Purchaser shall notify the Authorized Officer _____ () days prior to starting or stopping of hauling operations performed under the contract.
- B. All logs will be painted and branded at the landing and accounted for in accordance with **Section 42** of the contract. If Sale Area is within a State that maintains a log brand register, brands shall be registered with the State. Purchaser shall use assigned brand(s) exclusively on logs from this sale until the Authorized Officer releases the brand(s).
- C. 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 _____ a.m. to _____ p.m. daily, unless otherwise approved in writing by the Authorized Officer or designated in the Approved Logging Plan. (Refer to Section 42 of the contract).

- D. 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 and approval by BLM. The haul route map shall be attached to the Approved Logging Plan.
- E. All loads will be scaled at locations listed on the Scaling Authorization as approved by the Authorized Officer. Purchaser shall notify the Authorized Officer _____ () days in advance to request additional scale site locations for approval on the Scaling Authorization.
- F. 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.

VI. Estimated Volumes and Values - When payments are made under Section 3 of the timber sale contract, the following estimates of volumes of timber sold are made solely as an administrative aid for determining: (1) when payments are due; and (2) value of timber subject to any special bonding provisions.

- A. Cutting areas are shown on Exhibit A.
- B. When payments are made under Section 3 of the timber sale contract, the Authorized Officer shall determine amounts due on the basis of the Government's records of volume skidded or yarded monthly to loading points or removed monthly from the contract area.

Total Estimated Purchase Price and/or Schedule of Volumes and Values for Merchantable Timber Not Yet Removed from Contract Area					
Cutting Area		Total Estimated Volume (Ton)*		Total Estimated Purchase Price	
Cutting Area Number	Approximate Number of Acres	Volume per Acre	Total Volume	Value per Acre	Total Value
1A	35	34.19	1,196.53	\$ 293.32	\$10,266.23
1B	16	34.19	546.99	\$ 293.32	\$4,693.13
1C	57	34.19	1,948.63	\$ 293.32	\$16,719.29
Sale Total		108	3,692.15		\$31,678.65

* A conversion rate of 5.5 tons/mbf was used
 MBF values: 6.2 mbf/acre
 671.3 total mbf