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

Contract No.: WYP08-TS-2025.0001

Sale Name: Stateline TS

Issuing Office: Newcastle Field Office, WY

## <u>EXHIBIT B</u> <u>WEIGHT SCALE SALE</u> PURCHASE PRICE SCHEDULE AND MEASUREMENT SPECIFICATIONS

I. Total Actual Purchase Price - In accordance with Section 2 and 3 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 Timber, Merchantable Timber Remaining, and Other Timber as defined below. 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	Price Per Measurement Unit					
PP-Ponderosa Pine	Green Tons					

II. Merchantable Timber - All timber not reserved for retention thru prescription which can be cut into logs, which equal or exceed the following specifications, shall be considered merchantable timber required to be removed from the contract area. Purchaser shall pay for same in accordance with Section 3 of the contract at the unit prices shown in Section I of this Exhibit.

Schedule of Material Specifications						
Length Diameter						
Species/Product	(feet)	(inches inside bark at small end)				
PP Sawlog	8'	5"				

If Purchaser elects to remove any logs which do not meet the above minimum material specifications and which have not been reserved to Government in Sec. 41 of the contract, such logs shall be scaled in accordance with section V of this Exhibit herein and be paid for in accordance with Section 2 and 3 of the contract and the value in Section I of this Exhibit.

\*\*Exception to maximize utilization of product other than log (smaller or of defect outside merch specs of this Exhibit B) if purchaser can sort and ship POL, both parties thru negotiation will agree on new sort of POL, this new sort must be decked and shipped separately. \*\*

## III. Log Accountability/Weight Scaling requirements

1. The Purchaser, unless otherwise agreed to in writing, shall:

- a. Utilize scales that meet the standard for commercial vehicles defined in the National Bureau of Standards, Handbook 44, current edition.
- b. Loads will be weighed individually.
- c. 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 current test by the State weights and measurements 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 contractor shall record the following on each weight slip:
  - i. Contract Name
  - ii. Load removal receipt number
  - iii. Date and time weighed
- d. Maintain load accountability from the Contract Area to point of weighing. In doing so, the load of products shall remain intact while in transit. Products accidently lost in transit shall be promptly identified by load removal receipt number and contract designation. Purchaser shall, within 24 hours, load out such lost products and present them for weighing or make other arrangements acceptable to the BLM. Load tickets or product lost by the purchaser will be charged to the purchaser at three (3) times the stumpage rate X the average tonnage of the weighed loads.
- e. Staple or otherwise attach the Bunk Ticket from the Truck Load Ticket Book to the front end, driver's side bunk log and clearly and legibly paint BLM on the back end of every load transported from the contract area.
- f. Unless otherwise approved in writing by the Contracting Officer, the Purchaser shall provide the Authorized Officer bimonthly [on the 15th and 30th (or 31st) of each month] scaling reports indicating the merchantable volume removed from the area. This will include the Scale House Tickets from the Truck Load Ticket Book as well as the automatic recording device printouts from the scales.
- g. All loads shall be hauled and weighed within 30 days of harvest. Loads weighed more than 30 days after harvest will be scaled to determine actual volume and establish new weight conversions for those loads only.
- h. When payments are made under Section 3, The Authorized Officer shall

determine amounts due on the basis of Government's records of volumes of timber skidded or yarded monthly to loading points or removed monthly from the contract area.

i. If the Purchaser elects to remove any logs which do not meet the minimum specifications in Exhibit B and which have not been reserved to Government in Section 40 of this contract, such logs shall be included in the weight sale and be paid for in accordance with Sections 2 and 3 of this contracts. \*Exception unless both parties negotiate and agree to modification to include a product other than log sort for maximizing utilization of POL and reduce waste and material to burn. \*

\*\*Any removal of logs from loaded trucks before being accounted for and/or weighed 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.\*\*

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

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. The cutting areas are shown on Exhibit A of the contract.

Total Estimated Purchase Price Stateline TS								
Cutting Area		Total Estimated Volume (Green Tons)		Total Estimated Purchase Price				
Cutting Area Number	Approximate Number of Acres	Est. Green Tons per Acre	Est. Green Tons	Value per Acre	Total Value			
All Units (PP sawlogs)	651	25.44	16,561	\$254.40	\$165,614.40			
Sale Total					\$165,614.40			