



Forest Service

Malheur National Forest

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Subject: Malheur Product Accountability and Timber Program Action Plan

To: Regional Forester

Enclosed, please find the Malheur's Product Accountability and Timber Program Action Plan in response to the Region's Audit and Program Review conducted on the Forest from May 8-12, 2017.

Should you have questions, or need clarification, please contact Gerald Dixon at 541-575-3018.

STEVEN K. BEVERLIN
Forest Supervisor

Enclosures

cc: Carol Boyd, Gerald Dixon, Arnie Cole, Pete LaDuke, Justin Burkey, Dana Croll, Jana Carlson, Ken Kittrell, Nancy Richardson, Danielle Cochran, Andrew Hill, Michael Daugherty



Regional Product Accountability Audit and Timber Program Review

Malheur National Forest

May 8-12, 2017

INTRODUCTION:

From May 8-12, 2017, the Team conducted an unannounced Regional Forest Products Accountability Audit and Timber Program Review on the Malheur National Forest. The Team consisted of Michael Daugherty, Team Leader and Regional Program Lead for Sale Preparation, Contracts, and Product Valuation, and one of three Regional Stewardship Coordinators; Wayne Reynolds, Regional Area Measurements Specialist; Ken Kittrell, Regional Operations and Maintenance Engineer; Dana Croll, Regional TIM Coordinator; Andrew Hill, Resource Specialist Rogue River-Siskiyou NF; Nancy Richardson, Regional TSA Lead; Danielle Cochran, Resource Specialist Deschutes NF; Justin Burkey, Sale Admin Lead for the Region; Jana Carlson, Claims Forester for the Region.

AUDIT OBJECTIVE:

The objective of the audit was to assess the Forest stewardship contracts, and Forest product programs, identify strengths and weaknesses, and recommend needed corrections. A review was made of the Timber Program, Special Forest Products permit process, TIM implementation, and specific projects to sufficiently determine if the preparation and administration of contracts are adequate to ensure proper accountability and consistency with national and regional policy, and direction related to the management of Forest resources. By providing observations and feedback to the Forest and Districts, consistent working knowledge of accountability and vegetative program objectives and requirements can be achieved and maintained.

PROCEDURE AND PROCESS:

The Team reviewed and assessed the following programs and projects:

1. Timber Program and Forest's role in preparation and administration of contracts and agreements, including NEPA coordination and compliance
2. Tracer paint use and accountability
3. Timber designation, utilization, and accountability of Forest products
4. Special Forest Products program
5. TIM implementation and utilization
6. Fiscal and Financial aspects of timber and products programs
7. Engineering
8. Program Management

Unit visits were made to the Malheur Supervisor's Office, Blue Mountain Ranger District, Emigrant Creek Ranger District, and Prairie City Ranger District. The Team reviewed timber sale and stewardship contracts for documented activities and financial reports at office locations. The Team made field visits to the following contract areas: Task Order (TO) 2 on the Malheur 10 Year IRSC Stewardship Contract, and **Gibb DxPre** and C Salvage Timber Sale areas.

Malheur NF Regional Audit and Review Report (continued)

GENERAL COMMENTS:

The Team met with forest personnel from Sale Administration, Sale Preparation, Small Sales, and Engineer, Financial Management, Special Forest Products, Forest Officers, and line and staff officers. Forest and District personnel provided detailed information to inquiries and were enthusiastic in sharing insights and opinions.

The following are definitions for this report; Findings – deficiencies in program management and/or implementation that require line officer involvement and management direction to correct. A Required Action containing corrective measures is defined for each Finding. The forest produces an Action Plan which is sent to the Regional Forester and includes specific actions to be taken by the forest to implement each Required Action. Observations – opportunities to improve current practices. Some observations identify areas of potential vulnerability. At the present time and under present circumstances, observations may not represent an immediate threat to Forest management implementation and accountability. However, if current circumstances change, there may be a need to re-evaluate these areas in order to mitigate potential losses.

COMMENDATIONS:

1. Sale admin sends out an email notifying employees when hauling is to start in a sale. Haul roads are identified along with hours and whether weekend hauling is taking place.
2. An overtime authorization is available for sale administrators to complete after hours truck checks.
3. The Team visited frontliners at the Supervisor's Office, Blue Mountain Ranger District, Emigrant Creek Ranger District, and Prairie City Ranger District. All Frontliners visited are doing an excellent job selling special forest products. Everyone was welcoming and open to discussing their procedures and policy. Thank you everyone for the hospitality and great discussions.
4. We would like to thank Lucie Immoos, Tee Voigt, and Shawna Clark for their involvement with providing information on permit processes on the Forest and for the great work they are doing for the Malheur timber department. They are further commended for the organization and record keeping associated with product accountability. The tracking of scale, ticket book accountability and load tracking system that they have in place is superior.
5. Thanks to Pete LaDuke and Mark Mosley for the efforts in providing the documentation requested by the Team, accompanying the Team on the field visits, and answering the numerous questions asked during the review.
6. The Team audited paint storage lockers at the Blue Mountain, Emigrant Creek and Prairie City Ranger Districts for tracer paint inventory, use records, and paint storage security. All paint lot inventory logs were checked at each paint locker and all were correct. Overall, the security of each paint storage facility was found to be adequate, each was well-lit, and has adequate climate controls.
7. Letters of designations for Paint Custodians and Paint Managers are current and on file.

8. Yearly inventory audits have been completed at all locations and properly recorded. Monthly audits were also present, but were done on a more or less bi-monthly basis.
9. All districts are using the proper Issue and Inventory Record for Tracer Paint Inventory Form 2400-65. Forms were complete and audits have been completed at all sites.
10. Paint was checked for tracer element as it was checked-out for use and results are filed in the appropriate presale folders.
11. The Forest is using validated stem profile equations for determining volume on all contracts reviewed as per regional direction.
12. The Team would like to commend the forest for staying current on all contract closures and not having sales appear on the 90 day past term quarterly report. Great work.
13. The Contracting Officer Representative (COR) is doing an excellent job monitoring non-payment of non-compliant tickets associated with Item 9.1 on D-14 T.O. 2, keeping multiple rates straight as well as whether or not tickets were acceptable.
14. Resource Specialists are doing a great job monitoring and maintaining a current Payment Bond on the D-14 Task Order 2 as it expires annually rather than the full length of the contract.
15. On all contracts reviewed, the Forest is meeting or exceeding the percentage of log truck checks as required by the Regional Product Accountability Action Plan.
16. The Contracting Officers Representatives and Sale Administrators (SA) work closely together with engineering staff to monitor haul routes and determine when conditions are suitable for log haul. This coordination is critical to ensure that resource damage doesn't occur.
17. The Forest set up a grid system utilizing GIS to establish plots to inspect implementation of Designation by Prescription on the Gibb DxPre Timber Sale. This system ensures that inspection by the Forest is not arbitrary and the plots can be revisited by both the Forest and Purchaser in the event of a dispute.
18. The CORs on Task Order 2 have clean, concise, and informative daily diaries. Follow up documentation on concerns or issues from previous inspections was excellent.
19. Communication between the presale and sale administration is excellent. The two departments work well together to ensure that both departments are able to accomplish their program of work under difficult pressures.
20. The timber sale administration staff should be commended for working to improve and increase the staffing, training, and mentoring of that staff.

I. Timber Information Manager (TIM)

Observations

1. When using a manual permit that has several products, the Forest Officer is to put a line through the products that the permittee is not purchasing. This improves accountability by eliminating the possibility of a permittee adding product to their permit that was not purchased.
2. If part of the vehicle information is missing for a permit, do not input any information into this field. It is not a mandatory field
3. Original signatures are needed on both copies of the permit. This includes permits issued directly in TIM and manual permits.
4. Manual permits are not being completed properly. All required fields must be completed when using manuals.
5. Forest Officers should print their permits duplex. The official file must contain a complete permit, which includes the terms and conditions on page 2. This ensures that the permittee cannot remove or misplace the terms and conditions of the permit.
6. Several 10-day mushroom permits were being sold with a termination date that allowed for more than 10-days of picking.
7. Make sure all accountable property transfers are done on an AD-107 form and not as a hand written note.
8. Do not sign manual permits in advance of issuance.
9. All product plans need to be reviewed and updated to follow current policy and direction.
10. Forest Frontliners should review and correct customer information in TIM during the issuance of Special Forest Product Permits.
11. Filing of permits would be more organized if each Forest Officer maintained separate permit files.
12. Retain voided permits with an explanation of why the permit was voided. If a replacement permit was issued, the voided permit is to be attached to the back of the file copy.

Findings

1. Permits are being issued by mail. It is impossible to verify the permittee's ID as required. The districts are not requiring the permittee to return a signed copy of the permit for district files.

Required Action: Refer to FSH 2409.18, 54.12 – Completion of Permit for national and regional policy and direction on issuing permits. The use of Vendors to sell permits is a viable method to remain compliant with permit issuing requirements and can be used in small towns and isolated locations. *The forest will discuss with leadership the different methods that are in place – such as vendors or travelling to other sites to sell on a weekly/monthly basis. Since our location is very remote this has been a practice that has been in place for some time. Staff will schedule time with Forest Leadership to secure*

support for the existing process in place or a modification to. The result/outcome of this engagement will be solidified in writing.

2. Third party forms were found that allow people to remove firewood on permits issued to another person. This form is not approved by OMB and is in violation of the Paperwork Reduction Act.

Required Action: Discontinue the use of the “Firewood Permit Waiver Form”. If the forest elects to allow removal of firewood by a third party, they are to create a “Firewood Assistance” Product Plan. The Product Plan allows a third party individual to cut and remove firewood for a permittee who is unable to travel to the cutting area, FSH 1309.14, Chapter 40, 41.1. *A new product plan has been set up for assisted wood permits for seniors or disabled folks that need help to obtain their wood. This process has been initiated.*

3. A minimal amount of firewood load tags were not accounted for.

Required Action: Audit the Firewood sales and document discrepancies that are found, and report to the District Ranger for resolution, FSH 6509.14, Chapter 10, 14.7. *There were 4 unaccounted tags and one Christmas tree tag unaccounted – Collection Officers will research and try to figure out what happened with these tags – Supervisor has been informed with potential for internal audit. Front liners were given a number of ideas on how to eliminate such findings. Front liner did an assessment and found that he had errored and all front liners have started pre-numbering their registers.*

4. Pen and ink changes were found on the name and address, identification number, load ticket numbers, and product designation. Modifications to the permit requirements are not allowed.

Required Action: Do not make changes to the name, address, identification number, termination date or product designation on the permit, FSH 2409.18, 53-Exhibit 01 Contract/Permit Use Matrix and FSH 2409.18, 54.14 – Modification. *Front liners and their supervisors have been educated regarding the modifications to permits and to cease making modifications.*

5. Names of multiple people are being entered into the permittee field.

Required Action: Issue permits only to one person, FSH 2409.18, Chapter 50, 54.1. *As a Forest, it is our policy to issue up to 16 cords per household thus it is imperative that all members of the household are listed on the permit. A letter is forthcoming from Leadership that will address this.*

6. All Delegation of Authority for Forest Officer are not in compliance with FSM.

Required Action: Delegation of Authority for Forest Officer letters for each Ranger District shall be addressed to each delegated person and signed by the District Ranger. The subject line needs to state “Delegation of Authority for Forest Officer”, FSM 2400, Chapter – Zero Code, 2404.17 and 2404.25a.

Before audit team left the Malheur for their home units a new delegation letter was completed and sent out to the front liners. Audit team reviewed the letter and concurred that it was acceptable prior to close out.

7. Forest is using a homemade tag for forest products.

Required Action: Regional Office provides SFP tags that are required to be used. The Forest is to cease using homemade tag, RO, FSH 1309.14, Chapter 40, 41.1.
Forest will cease using the homemade tag and have ordered new SFP tags from the region.

II. Tracer Paint Storage/Marking

Observations

1. No tracer paint test results were found for new paint lots at Blue Mountain and Prairie City. It is recommended that tracer tests be made on all paint lots in these two lockers in the near future and the results keep on file at the appropriate site.

Findings - None

III. Cruising

Observations

1. All sales that were checked had most of the required pre-sale documentation available either paper or electronically. However, it was found that the filing system on the O drive was not logically organized or followed. The similar documents for the different sales were found in different folders and/or sub folders, i.e. check cruises for three different sales were found in three different file locations, cruise plans were found under different locations even though a folder named 'cruise plans' existed. While it did contain some plans, many others had been filed in other locations.

Findings - None

IV. Timber Sale Contract Preparation and Layout

Observations

1. On C Salvage Timber Sale, several items were of note during the review:
 - a. The conversion factors and volumes on the 2400-17 appraisal summary do not match the volumes and conversion factors shown on the synopsis in TSA.
 - b. In the Notes on the Sale Area Map (SAM), it says 'Forwarder use is required on the entire sale area and is defined in in CT6.74#'. There is no mention of forwarder use in CT6.74#.
 - c. AT2 should have one species having 'and Other Coniferous Species' as part of the species name in the contract.
 - d. Net Scale in % of Gross Scale in AT2, under Timber Subject to Agreement for Grn Bio Cv product, should be 'N/A' and not '40'. Grn Bio Cv is sold on a gross basis.
 - e. AT6 Maximum Stump Height should read, '12 inches, or 1/3 stump diameter, whichever is greater.' This change can be made in site configuration in TIM for auto display in TIM.

- f. In CT6.6# erosion control, the statement regarding the co-op deposit for seed was not in the provision. However, the deposit is being collected in TSA. The general section of the Prospectus notified Purchasers of this deposit.
2. T-Specifications are to be an attachment to the contract and not part of the main body of the contract.
3. Pages with tables and requirements inserted into TIM generated contracts are not consistent with regional Instructions and formats. The regional designs and formats saves time for entering data into contracts and provides a consistent approach by all forests.
4. Designation by Prescription specifications for trees to cut or leave are based upon DBH in the provision. DxP based upon DBH cannot be administered when all that remains is a stump. Diameter Stump Height should be used in the provision when describing trees to be cut or left.
5. Provision C2.355# Designation by Prescription on Gibb DxPre Timber Sale calls for '...average basal area of 60ft² in units...' and '...average basal area of 30ft² in units...'. These requirements cannot be administered as they are nearly impossible to obtain. A range of acceptable basal areas is to be used on future contracts with DxPre.
6. Slash disposal specifications dated (7/93) are included in C6.74# in Task Order 2. These should be updated or not used to avoid needed follow-up statements in the provision that void sections of the (7/93) specifications.
7. Contracts and task orders call for the use of low ground pressure equipment. C Salvage Timber Sale in C6.42# says 'Log transport shall be with low ground pressure forwarders, Only 8.5 psi or less when off skid trails, Forwarders shall have a maximum of 12.0 psi. Documentation was not available showing inspection of equipment and verification of tire pressure. The Forest should consider removing the specifications from C6.42# or complete and document verifications of tire pressure.
8. The Team was informed there is not a hand-off process for moving a project from the ID Team to Sale Prep and from Sale Prep to Sale Admin. In the past 3-4 years, several forests in the region have had timber sales containing units that have not been analyzed in the NEPA document and/or were inconsistent with the preferred NEPA decision. Three common factors between these sales were: the lack of frequent and open communications as the project moved from design to implementation, no review of the contract or task order package prior to advertisement or award, and little involvement by line officers. The Team recommends the Forest develop an integrated review process with line officer involvement when Sale Prep receives the project from the ID Team. A thorough review of the contract package or task order by Sale Administration will identify and resolve issues and problems without needing Purchaser or Contractor approval thus avoiding the need for a modification or change, and a possible claim.
9. Forest is following established regional and national appraisal procedures in determining appraised rates of national forest products. However, the forest is making one appraisal adjustment in an amount that is larger than needed. This adjustment is part of established appraisal procedures. The result of this larger adjustment is a lower appraised rate which undervalues national forest products, is not reflective of fair market value, and is in noncompliance with NFMA and resulting regulation 36 CFR 223.60 which states the objective

of timber appraisals is to determine fair market value for national forest products. See following CFR on appraising national forest products.

§223.60 Determining fair market value.

The objective of Forest Service timber appraisals is to determine fair market value. Fair market value is estimated by such methods as are authorized by the Chief, Forest Service, through issuance of agency directives (36 CFR 200.4). Valid methods to determine fair market value include, but are not limited to, transaction evidence appraisals, analytical appraisals, comparison appraisals, and independent estimates based on average investments. Pertinent factors affecting market value also considered include, but are not limited to, prices paid and valuations established for comparable timber, selling value of products produced, estimated operating costs, operating difficulties, and quality of timber. Considerations and valuations may recognize and adjust for factors which are not normal market influences.

[61 FR 5685, Feb. 14, 1996]

Link to 36 CFR 223.60:

https://www.ecfr.gov/cgi-bin/text-idx?SID=8ae4ee3c36bea30c133eb308a44f25c3&mc=true&node=pt36.2.223&rgn=div5#se36.2.223_160

Findings

1. Hazard tree mitigation along Forest Service roads was a pay item in Task Orders 4a and 4b under the Malheur 10 Year IRSC. Task Orders 4a and 4b also included soil stabilization and road maintenance service activities. The hazard trees were used for soil stabilization service activities. The purpose and need of stewardship authority is to... 'perform services to achieve land management goals for the national forests and the public lands that meet local and rural community needs.' The stewardship law provides seven examples of appropriate uses of stewardship authority. While not all-encompassing, all do focus on resource restoration and improvement and increasing resiliency to significant changes.

Required Action: Mitigation of hazard trees along forest roads is a Forest Service responsibility to provide a safe working environment for our employees, publics, commercial road users, Purchasers, and Contractors. Other options are available to line officers to provide a safe transit environment.

In the attempt to reduce the impact of existing workloads and associated targets, as a result of the unanticipated Canyon Creek Fire workloads, the Forest believed the Stewardship option to be the most expedited tool to utilize in order to get urgent work completed. Given the location of much of the burn, Canyon Creek, and its path above and through the communities of Canyon City and John Day, slope and soil stability was a key activity.

The purpose of this project was to reduce stand density along forest roads to decrease ignition sources and provide a defensible space for future fire occurrences and primary service work was soil stability. This task order was reviewed as all task orders are from the stewardship coordinator in the regional office.

V. Timber Sale Accounting

Observations

1. On C Salvage Timber Sale, it was noted that of 5 payment units released only 3 of these had written Purchaser requests for release of the unit when every payment unit released is to have a written request received from the purchaser prior to unit release.
A letter dated Nov 29, 2016, was found in Sale Administrators file requesting the payment unit release for Payment Units 3 & 5. Please see the attached Exhibit A
2. On C Salvage Timber Sale, TIM Gate Certificates indicated salvage volume is inconsistent with the amount of salvage volume shown on the SSF plan. These should be reviewed to ensure that the correct percentage of salvage is used consistently throughout the contract.
3. On C Salvage Timber Sale and D-14 T.O. 2, it was noted that the requirement for 100% tick marks on the original synopsis was not performed. Many items were not ticked and the Team found that the wrong rate for seed collection was used and road maintenance rate was not present. Notes were not made on the synopsis, but corrections were made in the following month. The Forest needs to ensure that they are 100% verifying the original synopsis and noting any changes for missing or incorrect data found on the original synopsis.
4. On C Salvage Timber Sale, the Gate 4 certification was printed on 07/13/16 and signed by the District Ranger on 07/21/16. The bid opening occurred on 07/20/16. No Advertisement or Bid can occur prior to the TIM Gate 4 signature date which is the required signature needed to authorize the advertisement of the contract.
5. In 2015 on D-14 T.O. 2, a letter from the Contracting Officer to the Resource Specialist requested that billing deferral be set for the contract. The billing deferral was not set in TSA until 2017. The Contractor had sufficient earned stewardship credits to make billing deferral unnecessary, but requests should be processed timely in TSA. The requirements for bonding and/or credit balances can be found at FSH 2409.19, 65.12b.
6. On D-14 T.O. 2, the PRSC/PRSP spreadsheets shall be signed and dated by the Acquisition CO. Several were not dated and/or signed.
7. On D-14 T.O. 2, A.2 Utilization Standards excludes 10" DBH PP from the contract and this size class is being removed as documented on several Daily Diaries. A.2 needs to be amended to include this size class as either Sawtimber or Green Biomass Convertible, otherwise it is not considered Included Timber.
8. On D-14 T.O. 2, Mod 2 modifies the Utilization Standards, but states it does not modify the volume. The total volume adds up to 321,373 Tons while the Contracting Officer's award of D-14 T.O. 2 specifies a total of 321,378 Tons.
9. The Supervisor's Office Contract folder for D-14 T.O.2 did not include Appendix A, B, or C, 2400-17, appraisal package or cruise. These items are to be in the contract folder.
10. On D-14 T.O. 2, products are being removed to an Alternate Scale Site at Parma Post and Pole. The Forest Service is manually processing this scale and inputting the volumes into the accounting system. There should be an agreement and fee (\$15/load) associated with this

additional work, which had been waived by the Admin CO. There is no signed Alternate Scale Agreement on file. A copy of this agreement was requested from the Acquisition CO, but a signed agreement was not provided.

11. On D-14 T.O. 2, several months of TSA and PRSP/PRSC reporting show small discrepancies between invoices and what was recorded in TSA. This appears to be due to rounding differences associated with the Contractors invoicing for Item 9.1 based upon how the Tons per invoice are calculated. Both parties are to agree to use the volume as reported.
12. On D-14 T.O.2 there is volume that goes to a facility not supported by a scaling bureau so this volume must be manually input by the Resource Specialist. This volume should be tracked for input into the Financial System using the 2400-66b form. Unfortunately, this form is being used to track operational tree additional volume for target attainment purposes in compliance with the 2013 Regional Forester's letter allowing Forests to begin reporting these trees on scaled sales towards attainment. We suggest that the Forest continue to follow this letter, but add "For Target Attainment Tracking Only," to differentiate from the volume that should be reported on this form to input in the Financial system.
13. In D-14 T.O. 2, there are only two Notice to Proceed in the contract folder. However, the Contractor has Invoiced and been paid for 20 Items. Notices to Proceed for all paid items could not be located.
14. Product Removal Permit books being returned to the forest with tickets remaining are not being recorded as destroyed on an AD-112.
15. On Gibb DxPRE Timber Sale, initial volume input to the contract reflects 4 SPU combinations. Prior to timber removal, the Resource Specialist had adjusted the species to reflect 1 additional species. There is no source document or authority to add a species to the contract without written direction from the Contracting Officer. Furthermore, the volumes are being adjusted between species by the Resource Specialist without a source document. For upward and external reporting, the Forest should determine the percentage by species and adjust volume removed by those percentages at least prior to the end of each Quarter in which volume is removed.
16. On D-14 T.O. 2, operational trees are being added as Included Timber. The Team was unable to find an agreement signed by the Contractor to use the volume table being used. It was also noted that the tally worksheet is not the newest version which uses calculations from the cruise specific to each contract which is the most accurate.
17. On D-14 T.O. 2, there is no way to track through documentation the percent completeness of work items that are being Invoiced and paid out. The Team suggests using block 18. % complete or keeping a running total for each Item in block 28. Narrative. This would be of great assistance when assessing and approving Invoices. There was correspondence to indicate the COR was not necessarily in agreement or comfortable with the % claimed on Invoices that were being paid. An example is on 3.3 Tin Roads where 30% was Invoiced and paid out. This implies all Pre-Haul maintenance was complete. However, the COR was not comfortable with that and Pre-Haul maintenance was still being done the following year. The Contractor should not be paid for work not yet completed and accepted.

Findings

1. Of the two SSF plans reviewed, neither contains a narrative statement nor have attached narrative documentation to back up the required statement and documentation.

Required Action: Review all SSF plans on the Forest and include the narrative statement and narrative documentation per FSM 2435, 73.23 and FSH 2409.19, 70, 73.22 a., Narrative Statement.

The Forest concurs. In the future the forest will ensure that a narrative statement accompanies the SSF plan.

2. In the Gibb DxPRE Timber Sale contract, Gate 4 Certificate contains no eligible or funded KV amounts. The original KV plan on file contains zero funded work. However, there is a KV plan, revision 1, on file that shows it is being funded. For KV to be collected on a contract, the KV work needs to be included in the Gate 4 cert as part of the advertisement. It is against handbook direction to add a KV plan to a timber sale when the required reforestation has not been established prior to advertisement and included as such in Gate 4.

Required Action: Review FSH 2409.19.11-Development of SAI Plan and FSH 2432.4-Gate 4, Advertise a Timber Sale or Stewardship Contract. This activity includes the preparation of the appraisal report, advertisement, bid form, prospective bidder letter, prospectus, **Sale Area Improvement Plan**, Brush Disposal Treatment Plan, Salvage Sale Fund Plan, and sample contract. In the future, the forest shall ensure that funded work is identified in Gate 4 based on advertised rates for all contracts that is intended to collect KV.

In the future the forest shall ensure that funded work is in gate 4 prior to advertisement based on advertised rates for all contracts that is intended to collect KV.

Note to the Forest: A webinar series of trainings in the use of various silviculture related tools is available on the Regional website at the following link

<http://fsweb.r6.fs.fed.us/natural-resources/silviculture/kv-webinar-training.shtml>

Also, to receive training specific to Knutson-Vandenberg Act authority and its use and applicability, please contact Robin Darbyshire in the Regional Office.

3. The Contracting Officer's award of D-14 T.O. 2 awards specific Items and Sub-items listing quantity, amount and the method of payment, shorthand code for appropriated dollars or Timber receipts. Method of payment was not accurately reflected on the PRSP or PRSC spreadsheets based on the award letter. Some Items were to be paid for by appropriated dollars in the award letter that were actually posted to the PRSC spreadsheet to be paid for using Timber Receipts. Some were paid for with shorthand codes that did not match the initial award. No documentation was evident for why these changes were made.

Required Action: FSH 2409.19, 66 speaks to the importance of funding, especially highlighting that during actual project implementation any service work item costs that are not offset by forest products should be funded by the primary purpose of the work activity. The Forest is to assume the responsibility for completing the PRSC and PRSP spreadsheets. The Forest has the most up-to-date information of what is being accomplished on the ground and what is eligible for payment.

Only mandatory work items were initially entered into the spreadsheet and only when funding became available for optional items they were added. The only changes that were made were mods to add optional work and were rationalized in the justification to the mod. We are assuming that you are referring to Mod 002 increase line item 9.1 by 10413 tons of biomass for a total tonnage of 122859 tons – Change price per ton from \$10.59/ton to \$13.75/ton - COR went thru the contract after the review was completed and found a mod for all items added. – Total of 9 items added and clarified on modifications that all were accounted for. See EXHIBIT B for PRSC spreadsheet and subsequent mods. The Forest has requested to assume responsibility on the PRSC and PRSP spreadsheets on 3A and 3B and this has been approved by AQM Contracting Officer.

4. On D-14 T.O. 2, on July 2, 2015, the Contractor requested LPP 4.0-6.9" DBH from unit 214 pursuant to K-C.1.1# Timber Subject to Agreement. The Contractor estimated the volume to be 3,672 Tons. The Contractor stated there would be no way to track the AQM CO's request to not pay Item 9.1 rates for this material. In an email dated July 15, 2015, the CO chose "All Coniferous Species, excluding Ponderosa Pine" under K-C.1.1#. In the same email, the Contracting Officer goes on to write that the Contractor estimates 750 Tons of material and the Contracting Officer discusses reducing volumes in other units to "...justify the increase in unit 214." Mod 3 came out of this discussion and added 300 Tons of Lodgepole Biomass at current contract rates. The "consideration" accepted from the Contractor waives payment of \$13.75/Ton as stated in 9.1. The Team could not find any documentation that this is being tracked. The government could be paying \$4,125.00 for services provided associated with 9.1. Without the government estimate, the government could be paying up to \$50,490.00 on this modification.

Required Action: Forest is to reconcile the volume estimate for this modification and modify the contract if necessary.

The government estimate is 300 tons as determined by the CO, The Forest Measurement Specialist and Purchaser Representative. Invoice 1114439 Sug Treat Dated 7-28-2015, subtracted the 300 tons 9.1 line in the amount of \$4,125.00. This invoice was in the contract folder.

5. On D-14 T.O. 2, the COR has added operational trees throughout the contract beginning in 2014. The Contracting Officer has not completed a modification to date to include this material which equates to approximately 7,500 Tons of sawtimber.

Required Action: The AQM Contracting Officer shall execute a modification to include the added operational trees. Operational trees shall be added to the contract as Add-on Vol at least quarterly. The CO must assure payment is available to cover additional volume. FAR 1.602-2 states in pertinent part "(The COR) ...Has no authority to make commitments or changes that affect price, quality, quantity, delivery, or other terms..." it goes on to state that the COR shall be designated in writing specifying the extent of the COR's authority to act on behalf of the contracting officer. When you look at the COR designation in the contract authority to change the quantity (Add timber) has not been identified. In the bottom section #2 states: "Only the CO has the authority to make any commitments or changes that affects price, quality, quantity, delivery or other terms and conditions of the contract." Further guidance on this matter is given in the R6 Stewardship Contracting User Guide. Item Z speaks to receiving attainment credit for the volume once the CO has approved changes in the contract.

At this time, Resource Specialist and COR's are entering all add volume in the CDW quarterly. Projections are done monthly from the COR's to ensure that 30-days' worth of volume is covered by bonding or cash.

6. The Contracting Officer's award of D-14 T.O. 2 specifies a \$1.01/Ton Road Maintenance charge. Throughout the rest of the contract, it states \$.81/Ton for Road Maintenance, which is the rate the Contractor is currently being charged. The Contracting Officer needs to specify the correct rate and advise the Resource Specialist to charge accordingly. This may require a modification of parts of the existing contract. This results in a \$33,756.76 difference between what has been collected and potentially what should have been collected into road maintenance (CWF2).

Required Action: Forest is to reconcile road maintenance collections on TO 2 to determine the appropriate road maintenance rate. The Contracting Office is to modify the contract if necessary.

Carl Ericksen, CO/AQM reviewed and has taken appropriate steps.

VI. Timber Sale Administration

Observations

1. Undue stress and pressure occurs NEPA projects are not signed until the third or fourth quarter of the same Fiscal Year in which they are needed for target accomplishment. This cycle of "sign and sell" within the third and fourth quarters may lead to errors in project preparation and compromise the Forest's ability to meet their internal and external obligations.
2. Individual workloads for SAs/COR's during certain times of the year exceed the direction listed in the R6 supplement FSH 2409.15, 13.21. Some administration personnel oversee in excess of five operating logging sides not including service type work. The Forest currently has one certified SA, and four SA trainees. The above referenced FSH directly pertains to Certified SA's. The forest must ensure proper staffing levels based on annual sale and stewardship program, and national and regional direction for assigning additional personnel when using DxPre.
3. Various Improvements, including but not limited to system roads and fences, are not on the Contract Area Map. These improvements require protection and need to be on the maps.
4. The need and use of a pre-award agreement is to be determined prior to advertisement. This ensures that the appropriate language is in the prospectus. The Gibb DxPre Timber Sale did not have any language in the prospectus and was only announced at bid opening. Regional direction is to only include the liability waiver once the Notice of Intent to Litigate has been filed.
5. The COR on Task Order 2 was informed on August 16, 2016 that there were two mistletoe study plots in the Contract Area where trees should be retained, one in Unit 220 and one in Unit 114. The portion of Unit 220 with the study plot had already been cut in the winter of 2015. The COR was able to designate the retention trees in the study plot in Unit 114.

6. In the table pursuant to CT6.41#-Specific Requirements in C Salvage Timber Sale states the mechanized felling equipment will not be operated on slopes greater than 35%, except for short distances. There is no definition of "short distances" in the contract.
7. Specific courses are required prior to becoming a certified Sale Administrator. Additional courses are needed for further career development and required to progress to Forest Service Representative or Contracting Officer. Employee development is critical to the future of the Forest Service. There is Line officer support to meet employee training and organizational needs.
8. The Forest invests significant personnel time and money to cruise and prepare timber sales to meet Tree Measurement standards. The forest has later decided to offer this material under scaled contracts which have a lesser cruising standard. This results in the government incurring unnecessary costs. Although the decision on contract type should not be made during the NEPA phase of project planning, it is cost effective to make this determination as early in the preparation process as possible. The Forest could save significant personnel time and money by meeting the measurement standards required for the specific method and not changing course, if possible.
9. The C Salvage Timber Sale Area was adjacent to Task Order 4A and 4B. C Salvage is a Tree Measurement Sale and Task Order 4A and 4B were scaled sales. These adjacent contracts had the same Contractor/Purchaser and were operating at the same time. These concurrent operations exposed the Forest to a potential risk of timber theft, by providing the chance the Contractor/Purchaser could intermingle logs from the scaled sales (for which the Forest has not received payment) in loads from the Tree Measurement sale (which the Forest has been paid for). To mitigate this risk, sale administration personnel increased the amount of time spent on site to monitor the log loading at landings as well as the frequency of load accountability checks. Due to this, no intermingling occurred.

Findings:

1. A number of compliance issues with Product Removal Permits occurred on all contracts reviewed. This is noted in various documents pertaining to the 10 year stewardship project. The Administrative Contracting Officer stated in an email dated 11-29-2016 that unreadable printed weights were "barely" acceptable. Also, a number of issues were noted on Gibb DxPre Timber Sale during the first month of hauling operations.

Required Action: Adhere to contract provisions pertaining to Scaling Lost Products and with the Malheur NF and regional accountability plans.

Forest will review and continue to adhere to the contract provisions pertaining to Scaling Lost Products and the MNF and regional accountability plan.

2. Load of logs in the scaling bay at Malheur Lumber from C Salvage Timber Sale did not meet the Regional guideline or the approved branding and painting waiver. After a truck check on Gibb DxPre Timber Sale, the Branding and Painting waiver on file was discussed. The Team and the Forest reviewed the Gibb waiver and other waivers currently used. It was determined the waivers currently used by the Forest do not comply with the requirements in R6 supplement FSH 2409.15, 27.12.

Required Action: Follow regional policy and direction related to painting and branding waivers.

The forest is currently using the 2400-6 (6T) (07/01/2011) Malheur Painting and Branding Waiver. According to the handbook, regional policy and the contract.

3. In Task Order 2 on the Malheur 10 year stewardship contract, volumes listed in the original solicitation and subsequent modifications do not match documented cruise and appraisal volumes. It appears, but is not documented, that negotiations removed parts of units, certain species, and certain products from the contract. Various other issues are directly impacting the Forest's ability to verify the accuracy of volume offered. Due to the lack of documentation available for the Audit Team to review regarding negotiations, the final volume offered in Task Order 2 could not be determined.

Required Action: Adhere to contract provisions regarding volume estimates. Refer to clause C.4 Volume Estimates in Appendix B of all Malheur 10 year task orders which states volume estimated are not guarantees or limitations of the timber volumes to be designated for cutting under the terms of this contract.

CO/AQM concurs with adherence of C.4, appendix B. CO has no control over the Forests stated requirements until negotiations are complete. For clarity, Forest Leadership directed removal of units from Task Order 2 because they had already met silviculture prescriptions. The Forest/District conducted a NEPA adequacy review and ability to conduct additional NEPA, if needed, to ensure NEPA and prescription alignment. The determination was made that the Forest did not wish to detract from existing District NEPA targets/timelines.

4. The Designation by Prescription found in Gibb DxPre Timber Sale Contract and Task Order 2 (TIN) have complex prescriptions. Within the prescriptions, there are numerous "levels" to consider including elements common to all stands and a multi-tiered approach. When the provision sites scientific research papers, this is an indicator that the prescription is likely complex. Although the Regional Office approved the DxP in the Gibb DxPre Timber Sale Contract, the complexity makes it difficult to assure a creditable cruise and volume determination. The proper administration to achieve desired end results becomes extremely difficult as well. National and regional direction calls for use of DxP on simple non-complex prescriptions. See letter to Forest Supervisors dated February 9, 2016 which states...'complex prescriptions such as Individual tree designation, Clumps, and Openings (ICO) treatments should be Marked by the Forest Service with either blue or orange tracer paint. Examples used in the Stewardship Handbook, FSH 2409.19, 61.3, 2, are of simple, easily implementable prescriptions requiring few specifications and restrictions and easily attainable end results.

Required Action: When using DxP complex prescriptions, the forest is to mark leave trees or require the Purchaser or Contractor to Mark leave trees prior to operations.

The designation by prescription as found in Gibb DxPre timber sale and any other DxPre project previously awarded was approved by the Regional Office as are all DxP projects. The Forest would advance operations under existing and identified efficiencies, which allow us to continue to pursue a 75MMBF "East side" target. However, the MAL timber and silviculture shops are actively addressing this item and silviculturists are simplifying the prescriptions for contractor implementation. We share the same concern as the region and would factor in the capabilities and capacities of our staff/programs as well as the knowledge, skills and abilities of contractors.

5. Undesignated trees were cut outside of the unit boundaries in Task Order 2 and C Salvage Timber Sale. During the audit, the Team could not find documentation in the official contract folder indicating that Law Enforcement was notified as required by the Regional Accountability Action Plan. After the team left, documentation was found in the official folder that Law Enforcement was contacted.

Required Action: The Forest needs to meet Regional Product Accountability Action Plan requirements. CORs and SAs must document when undesignated timber is cut and provide a copy of the documentation to Law Enforcement within 2 days of discovery. However, if the cutting or damage to undesignated timber is willful or negligent, Law Enforcement is to be notified immediately.

See EXHIBIT C for documentation (email chain) to the LEO's for both instances referenced. All documentation was accessible in COR/SA/Contract folders.

6. The award letters for C Salvage Timber Sale and Gibb DxPre Timber Sale do not adhere to the Region 6 Template Award Letter and are missing critical language such as EEO requirements and the Forest Resources Conservation and Shortage Relief Act of 1997.

Required Action: The Forest shall utilize the Region 6 Template Award Letter as required by FSH 2409.18 (Chapter 70), R6 Interim Directive No. 2409.18-2017-2.

Resource Specialist has down loaded the R6 letter and the Forest is utilizing it.

7. On the C Salvage Timber Sale, the Purchaser requested a waiver of the requirement listed in CT6.42#-Yarding/Skidding Requirements that all Tractor based activities occur only during dry or winter conditions. After consulting the Forest Soil Scientist, the Purchaser Representative was informed the waiver would not be granted. He responded that he needed to call the Forest Supervisor because they needed to get the wood out now (however the Forest Supervisor never received a call about this issue). The Sale Administrator appropriately reminded the Purchaser Representative of the bounds of the contract.

Required Action: All Forest personnel, AQM personnel, and Purchaser/Contractor personnel should review and adhere to written delegations of authority as required by FSH 2409.15 (Chapter 10), R6 Interim Directive No. 2409.15-2015-1, FSM 2404.25.5, and 8 CFR 1.602-2. *Delegations of authority are included in all timber sale contracts and AQM has developed a structure document outlining roles, responsibilities, points of contact, and delegations of authority for Forest/Contractor personnel.*

8. The Team learned that there have been instances of Forest specialists or researchers visiting Sale Areas and/or Contract Areas with no notification to Sale Administration personnel. In one instance, these individuals were in close proximity to operating logging equipment on an active landing. Although they had no delegated contract authority, they requested that operators shut down their equipment so they could complete the monitoring for their research. While the Team did find notification of the start-up of operations and hauling, notifications were not issued on a consistent basis.

Required Action: Safety is THE top priority for the Forest Service. The public's safety, safety of employees and our Purchaser's and/or Contractor's safety should supersede monitoring and research projects and obligations. Forest personnel shall contact sale administration personnel

to determine where logging operations are occurring prior to visiting Sale Areas and/or Contract Areas.

The Forest concurs that safety is the top priority for public and forest personnel – The appropriate personnel have been notified of these specific instances and the situation has been remedied. JHA's are in place detailing that forest personnel must be accompanied by the Sale Administrator for that particular sale. Forest personnel would continue to prepare and notify, in advance, Sale Administration of all known, scheduled, or requested visits to sale areas – internal and external See commendation #1 – Sale Admin sends out an email notifying employees when hauling is to start in a sale. Haul roads are identified along with hours and whether weekend hauling is taking place.

9. On the Gibb DxPre Timber Sale Contract, the Forest sent a letter to the Purchaser requesting removal of Unit 4 from provision C5.1#-Temporary Road and Landing Construction and Unit 170 from C6.42#-Yarding/Skidding Requirements from the contract as they were inadvertently included and do not exist in the contract. These provisions in the official contract folder do include these units, however, the Team could find no contract modification.

Required Action: A letter to the Purchaser requesting a pen and ink change to the contract is not sufficient documentation. Any change to a contract provision shall be processed as a contract modification in accordance with B8.3 Contract Modification.

These units were dropped late in contract prep due to complexity of the prescriptions. The Forest will ensure this situation is remedied in the future and the appropriate modification document will be utilized.

10. Gibb DxPre Timber Sale includes both Saw timber at a rate of \$14.75 per Ton and Grn Bio Cv at a rate of \$4.99 per Ton. Upon review of provision A22, it is clear that C6.840 – Accountability is not in the contract. This is a required provision in all contracts with products offered at different rates (split pricing) and utilizing weight as the scale method. Also, use in all contracts that include Timber Subject to Agreement under C2.11#. An inspection report dated June 31, 2017 indicates that Sawtimber material was in a Grn Bio Cv load, regardless of the use of this provision material which will be charged at different rates shall not be mixed.

Required Action: As stated above, when split pricing is utilized, the Forest shall use C6.840 Accountability in the contract packages. The Forest must ensure they are appropriately staffed to monitor log loading at landings and conduct additional load accountability checks to ensure products/species at different rates are not mixed and hauled together.

The region should make this a mandatory provision to be downloaded in TIM when split pricing is selected. As noted on commendation #15 of this draft audit, "On all contracts reviewed, the Forest is meeting or exceeding the percentage of log truck checks as required by the Regional Product Accountability Action Plan".

EXHIBIT D - TSIR is dated 1/31/17 (not 6-31-17) Inspection report states, "Spoke to loader operator, Kris Neault, about the size of logs that are supposed to be on a green biomass load." Does not say that there was a mixed load. S/A Lisa Arntz, FSR, Karlene Burman, and SA, Ryan Courtney were present and no mixed loads were hauled.

11. Throughout all task orders on the Malheur 10 year stewardship contract the authorities and duties delegated to specific individuals is unclear. In a letter dated October 28, 2013,

Contracting Officer Carl Ericksen, delegates Gavin Smith as Administrative Contracting Officer (ACO). The subject line of this letter is specific to Task Order 1 of the Malheur N.F. 10 Year Stewardship Project. The Team was unable to locate additional delegation letters for additional task orders. This letter outlines which authorities are reserved from the ACO including but not limited to, decisions in respect to time or price, including modifications, negotiations, and determinations. Upon review of Task Order 2, ACO Smith has signed various modifications including modifications in respect to time or price.

Required Action: Delegated authority is specific to individuals and contracts. It is the responsibility of the designated individuals to ensure that they operate within their delegated authority. If the Contracting Officer becomes aware of individuals acting outside of their delegation, action must be taken immediately to ensure the protection of the Government's interest.

AQM has developed a structure document outlining roles, responsibilities, points of contact and delegation of authority for Forest/Contractor Personnel.

VIII. Engineering Observations

1. Road Maintenance Requirements Summary sheets included in Task Order 2 of the Malheur NF 10-Year Stewardship contract lists both 811(A) and 839(A) as required contractor performance on roads 2010 and 2010072. Maintenance specification 811(A) is a road blading specification that would be typically required on higher standard roads; specification 839(A), as written by the Forest, is intended for use on high-clearance roads and would presumably be required on lower standard roads. They should not be required on the same road.
2. A road was identified in the Soda-Bear-2010 EA as not to be used for haul and was not listed in the Road Maintenance Listing in K-F.3.1# in Appendix C for the Sugar IRSC Project in Task Order 2. It was inadvertently opened to a landing and used for haul. This highlights the need to refer to the Road Listing either K(T)-F(T).3.1# or C(T)5.31# as the source document for roads authorized for use on contracts.
3. The standard prework meeting document includes a statement that log skidding is approved on all roads listed in C(T)5.31#. Aside from evidence from contract documentation that purchasers/contractors are still requesting and receiving authorization for such activities in individual circumstances, the existing authorization language in the prework document should be revisited and edited to prevent the potential for skidding on roads by a purchaser/contractor who might take the stated authorization at face value in situations where such use was not desired by the Forest.
4. Item number 3 in Task Order Number 2 contains pay items for Pre/During/Post-Haul Maintenance for the Sugar, UP, Tin, and Cup projects. The Unit of Measure for these items is Lump Sum, which – while a simple way to pay for maintenance – doesn't provide flexibility when work items change, such as changes to number or locations of rock crossings included in Maintenance Specification 839 for Tin and Cup projects. The Forest should give consideration to including bid items with unit of measure that accurately reflect work being performed in order to better track payments and changes.

5. Access to existing material sources for rock material for treatments or repair of haul routes is limited due to infestations of invasive plants. This results in increased costs because of the need to haul rock farther distances and – in some instances – require the purchase of rock material from distant commercial sources. It was mentioned to the Team that only one source out of numerous requested sources was treated in a recent contract that was subsequent to the completion of invasive plant treatment NEPA last year. The Forest is encouraged to provide strong support for efforts to eradicate invasive plant populations in material sources to the degree to improve availability of rock material at a lesser cost for timber-sale related activities.
6. With retirements and departures of long-time engineering staff, some of the institutional knowledge of how things came to be, such as in the case of cost development for road maintenance appraisals has been lost. The Forest is encouraged to examine its road maintenance appraisal process/costs to assure that those processes and costs are reflective of current real-world costs to perform such work whether through performance or collection of deposits.

Findings

1. Signage observed on timber sale haul routes do not meet standards defined in the Manual on Uniform Traffic Control Devices (MUTCD), EM-7100-15 – Sign and Poster Guidelines for the Forest Service, or contract Traffic Control plans for sign placement (height and location) and retro-reflectivity materials.

Required Action: All traffic control signs shall meet the requirements of MUTCD as stated in the contract Traffic Control Plan. Refer to Section 2A.07 Retro-reflectivity and Illumination for more information.

The Forest will ensure that all MUTCD requirements are met

2. Maintenance Appraisal cover sheets for reviewed projects display an overhead rate of 25.8% applied to the CWFS deposit collection. The overhead rate for Trust Fund Deposits represents the cost necessary to cover indirect costs related to the administration of such Trust Funds. This overhead rate is established annually by the Albuquerque Service Center Budget staff and has been 8% over the last several years. A deposit rate of 25.8% is well above the established national overhead rate and inappropriately adds to the deposit amount being collected.

Required Action: Use the nationally-established overhead rate for assessment of indirect costs for CWFS deposits.

The forest will research and use the approved correct overhead rate and use this new rate in the future. It will also adjust current unit rates to account for inflation. It will finish this year's sales using the current overhead rates and unit rates and make corrections next fiscal year which will allow time to perform research and change the system.

3. Reviewed contracts containing Road Maintenance Specifications that - while using specification numbers that are the same as the Regional Road Maintenance Specifications (with the letter "A" added to indicate that they are Forest Supplemental Specifications) and that make moderate to significant changes to the Regional specifications with which they share a specification number. Under "Responsibilities" in FSM 7704.05 – Regional Forester, the Regional Forester is responsible for, among other things, providing direction in all aspects of

road maintenance. In addition, both national and R-6 direction in FSH 2409.15 Chapter 50 refer to using regional road maintenance specifications. The Region 6 Specifications For Maintenance of Roads in Timber Sales, EM-7730-20, states "Supplemental Specifications, which do not change the intent of the parent section, may be approved by the Forest". There is no known evidence that the Forest has discussed its modifications to the road maintenance specifications with Regional Office staff.

Required Action: Timber Sales are to include Regional maintenance specifications, supplemented as necessary by non-substantial Supplemental Specifications to tailor maintenance requirements to local conditions. If the Forest wishes to continue using current locally-developed specifications in timber sales, concurrence shall be reached with Regional Office staff to assure that those local specifications are meeting engineering needs as well as the intent of the timber sale contract.

The Forest will change to using Regional Maintenance Specifications with non-substantial forest supplementals. These changes will be implemented next fiscal year. It will finish this year's sales with current system in order to allow a transition time so that it does not cause confusion and time delays in ongoing contractual work.

Exhibit A



Iron Triangle L.L.C.

P. O. Box 325

John Day, Oregon 97845 CCB 130005

541-575-2102

Fax 541-575-2333

November 29, 2016

Arnie Cole
Contracting Officer
Malheur National Forest
P.O. Box 909
John Day, OR 97845

RE: C-Salvage Sale #76083; 7/25/16

Dear Mr. Cole:

Iron Triangle, LLC hereby requests to open payment units 3 and 5 on the above mentioned sale.

Sincerely,

A handwritten signature in black ink that reads "Phil Jenkins". The signature is written in a cursive, flowing style.

Phil Jenkins
Purchaser Representative

PROGRESS REPORT FOR STEWARDSHIP PAYMENTS - INTEGRATED RESOURCE SERVICE CONTRACTS OR AGREEMENTS

CONTRACT NAME	SB-D-14-0002 T.O. 2
CONTRACT #	AG-04KC-C-13-0010AG-04KC-D-14-9002
CONTRACTOR	Iron Triangle
ADDRESS	PO Box 325, Iron Day, OR 97845

Total Credits Earned / Paid Previous Period:	\$1,902,394.24
Credits Earned / Paid This Period (ITS: 40084007):	\$235,190.32
Total Credits Earned / Paid to Date:	\$2,137,584.56
Credit Limit Change Previous Period:	\$200,000.00
Credit Limit Change This Period (ITS: 1102):	\$0.00
Total Changes in Credit Limit:	\$200,000.00

* See the introduction page for how to create revised projects to allow rate changes or lump sum cost adjustments
 * Use the Remarks section to cross reference documentation and dates, e.g. inspections reports, modifications, etc

Approving Officer's Signature: 

Date: 4/27/17

Exhibit B

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 of 1		
2. AMENDMENT/MODIFICATION NO. 7		3. EFFECTIVE DATE 9/13/2016		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(IF APPLICABLE)	
6. ISSUE BY Blue Mountain Acquisition Management 72510 Coyote Road Pendleton, OR 97801		CODE		7. ADMINISTERED BY (if other than item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) IRON TRIANGLE LLC PO BOX 325 JOHN DAY, OR 97845				9A. Amend Solicitation No.			
				9B. Dated			
				10A. Modification of Contract/Order # AG-04KK-D-14-9002, TASK ORDER 2 Malheur 10 Yr. Stewardship			
				10B. Dated 9/10/2014			

code

facility code

11. THIS ITEM APPLIES ONLY TO AMENDMENT OF SOLICITATION

[] The above numbered solicitation is amended as set forth in the item 14. The hour and date specified for receipt of Offers [] is extended [] is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15 and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

ADD: CFLN1714 (0604) \$84,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

XX	A. This change order is issued pursuant to; (specify authority): Options Clause The changes set forth in item 14 are made in the Contract/Order
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of FAR 43.103(b)..
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other: (Specify type of modification and authority):
	E. IMPORTANT: Contractor [X] is not [] is required to sign this document and return Original to the issuing office..

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

-Optional Items to award: See attached for listing of work activities

Source	Jobcode	Amount	FY16 project assignment
NEW Appropriated	CFLN1714	\$ 84,000.00	TO2 6.2 UP Aspen Thinning
		TOTAL	\$84,000.00

By signature in Block 15B Contractor releases the Government from all claims relating to this modification. This settlement is complete accord and satisfaction. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER	
		Carl Ericksen Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
By (Signature of person authorized to sign)		By (Signature of Contracting Officer)	9/13/16

Standard Form 30 Prescribed by GSA FAR (48CFR) 53.243

Added to PRSP 9/14

Exhibit B

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 of 2
AMENDMENT/MODIFICATION NO. 6	3. EFFECTIVE DATE 8/26/2016	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(IF APPLICABLE)
6. ISSUE BY Blue Mountain Acquisition Management 72510 Coyote Road Pendleton, OR 97801	CODE	7. ADMINISTERED BY (if other than item 6) CODE Umatilla National Forest 72510 Coyote Road Pendleton, OR 97801	
8. NAME AND ADDRESS OF CONTRACTOR(No., street, county, State and ZIP Code) IRON TRIANGLE LLC PO BOX 325 JOHN DAY, OR 97845		9A. Amend Solicitation No.	
		9B. Dated	
		X 10A. Modification of Contract/Order # AG-04KK-D-14-9002, TASK ORDER 2 Malheur 10 Yr. Stewardship	
		X 10B. Dated 9/10/2014	
code	facility code		

11. THIS ITEM APPLIES ONLY TO AMENDMENT OF SOLICITATION

[] The above numbered solicitation is amended as set forth in the item 14. The hour and date specified for receipt of Offers [] is extended [] is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15 and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (if required)

DECREASE SAWLOG 4,022.83 tons & BIOMASS 2,132 tons INCREASE \$64,009 Item 7.2 CFHC1716

13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

XX	A. This change order is issued pursuant to; (specify authority): Changes Clause The changes set forth in item 14 are made in the Contract/Order
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of FAR 43.103(b).
	C. This supplemental agreement is entered into pursuant to authority of:
	D. Other: (Specify type of modification and authority):
	E. IMPORTANT: Contractor [] is not [X] is required to sign this document and return 1 Original to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

-DECREASE: Due to the Canyon Creek Fire units 442 and 89 in the Sugar Task Order area no longer require treatment under this contract. Decrease Acres by 324, Decrease Sawlog Volume by 4,022.83 tons, and Decrease biomass by 2,132 tons.
Reallocation of Funding of Line item 9.1 of 6,154.84 tons at \$13.75 per ton = \$84,629.05 (rounded to \$84,629.00 due to ton rounding)

-Optional Items to award: See attached for listing of work activities

Source	Jobcode	Amount	FY16 project assignment
9.1 Sugar Contract	CFTM1713	\$ 6,600.00	5.10 Sugar Rd Closure Earthen Berm
9.1 Sugar Contract	CFTM1713	\$ 600.00	5.20 UP Rd Closure Earthen Berm
9.1 Sugar Contract	CFTM1713	\$ 1,200.00	5.30 Tin Rd Closure Earthen Berm
9.1 Sugar Contract	CFTM1713	\$ 76,229.00	7.2 UP Aspen Fence
		Sub Total	\$84,629.00
NEW Appropriated	CFHF1716	\$ 64,009.00	7.2 UP Aspen Fence
		TOTAL	\$148,638.00

This amount shown in Payment Spreadsheet 9/16

By signature in Block 15B Contractor releases the Government from all claims relating to this modification. This settlement is complete accord and satisfaction. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

Exhibit B

AMENDMENT-OF-SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE OF PAGES 1 of 1	
2. AMENDMENT/MODIFICATION NO. 2		3. EFFECTIVE DATE 6/30/2015		4. REQUISITION/PURCHASE REQ NO		5. PROJECT NO.(IF APPLICABLE)
6. ISSUED BY Blue Mountain Acquisition Management 72510 Coyote Road Pendleton, OR 97801		CODE		7. ADMINISTERED BY (if other than item 6) CODE Umatilla National Forest 72510 Coyote Road Pendleton, OR 97801		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) IRON TRIANGLE LLC PO BOX 325 JOHN DAY, OR 97845				9A. Amend Solicitation No.		
				9B. Dated		
				10A. Modification of Contract/Order # X AG-04KK-D-14-9002, TASK ORDER 2 Malheur 10 Yr. Stewardship		
				X 10B. Dated 9/10/2014		
code		facility code				
11. THIS ITEM APPLIES ONLY TO AMENDMENT OF SOLICITATION						
<p>[] The above numbered solicitation is amended as set forth in the item 14. The hour and date specified for receipt of Offers [] is extended [] is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15 and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. Accounting and Appropriation Data (if required) INCREASE LINE ITEM 9.1 BY \$498,886.83 CFHF1715						
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
XX	A. This change order is issued pursuant to: (specify authority): Changes Clause The changes set forth in item 14 are made in the Contract/Order					
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of FAR 43.103(b).					
	C. This supplemental agreement is entered into pursuant to authority of:					
	D. Other: (Specify type of modification and authority):					
	E. IMPORTANT: Contractor [] is not [X] is required to sign this document and return 1 Original to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) -Increase Line Item 9.1 by 10,413 Tons of biomass for a total tonnage of 122,859 tons. Change price per ton from \$10.59/ton to \$13.75/ton.						
By signature in Block 15B Contractor releases the Government from all claims relating to this modification. This settlement is complete accord and satisfaction. Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Russ Young Iron Triangle LLC manager</i>				16A. NAME AND TITLE OF CONTRACTING OFFICER Carl Erickson Contracting Officer		
15B. CONTRACTOR/OFFEROR By <i>[Signature]</i> (Signature of person authorized to sign)		15C. DATE SIGNED <i>6/30/15</i>		16B. UNITED STATES OF AMERICA By <i>[Signature]</i> (Signature of Contracting Officer)		16C. DATE SIGNED

Standard Form 30 Prescribed by GSA FAR (48CFR) 53.243

added to PRSP 6/15

Exhibit B

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE OF PAGES 1 of 1
2. AMENDMENT/MODIFICATION NO. 5		3. EFFECTIVE DATE 05/10/2016		4. REQUISITION/PURCHASE REQ. NO
5. PROJECT NO. (IF APPLICABLE)				
6. ISSUE BY Blue Mountain Acquisition Management 72510 Coyote Road Pendleton, OR 97801		7. ADMINISTERED BY (if other than item 6) CODE Umatilla National Forest 72510 Coyote Road Pendleton, OR 97801		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) IRON TRIANGLE LLC PO BOX 325 JOHN DAY, OR 97845		9A. Amend Solicitation No. 9B. Dated 10A. Modification of Contract/Order # AG-04KK-D-14-9002, TASK ORDER 2 Malheur 10 Yr. Stewardship 10B. Dated 9/10/2014		
code		facility code		
11. THIS ITEM APPLIES ONLY TO AMENDMENT OF SOLICITATION				
<p>[] The above numbered solicitation is amended as set forth in the item 14. The hour and date specified for receipt of Offers [] is extended [] is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15 and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>				
12. Accounting and Appropriation Data (if required) INCREASE: CFLN16 \$161,766.00				
13. THIS ITEM APPLIES ONLY TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
XX	A. This change order is issued pursuant to; (specify authority): OPTIONS CLAUSE The changes set forth in item 14 are made in the Contract/Order			
	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of FAR 43.103(b).			
	C. This supplemental agreement is entered into pursuant to authority of:			
	D Other: (Specify type of modification and authority):			
	E. IMPORTANT: Contractor [] is not [X] is required to sign this document and return 1 Original to the issuing office.:			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible) ADD: Optional Line Item 1.8a for 198 acres ADD: Optional Line Item 2.6b for 198 acres (see chart attached) By signature in Block 15B Contractor releases the Government from all claims relating to this modification. This settlement is complete accord and satisfaction. Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) <i>Phillip H Jenkins Project Manager</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER Carl Erickson Contracting Officer		
15B. CONTRACTOR/OFFEROR By <i>Phillip H Jenkins</i> (Signature of person authorized to sign)	15C. DATE SIGNED <i>5/11/16</i>	16B. UNITED STATES OF AMERICA By <i>[Signature]</i> (Signature of Contracting Officer)	16C. DATE SIGNED <i>5/12/16</i>	

Standard Form 30 Prescribed by GSA FAR (48CFR) 53.243

added to PRSP 5/16

Task Order #2 Optional Cup 1.8a (pct) and 2.6b (handpile)

Exhibit B

Cup unit #	acres	PCT		Handpile		total unit cost
		\$/acre	\$/unit	\$/acre	\$/unit	
217	49	160	7840	657	32193	40033
219	23	160	3680	657	15111	18791
223	38	160	6080	657	24966	31046
233	14	160	2240	657	9198	11438
235	28	160	4480	657	18396	22876
421	29	160	4640	657	19053	23693
437	17	160	2720	657	11169	13889
		31680		130086		161766

Exhibit C

USDA-FOREST SERVICE		CONTRACT NUMBER: AG-04KK-C-13-9010; AG-04KK-D-14-9002	
WORK ORDER AND NOTICE OF NONCOMPLIANCE (Reference FSH 6309.11)		PROJECT: Malheur NF 10 year Stewardship Project; Task Order #2	
		NAME AND ADDRESS OF CONTRACTOR: Iron Triangle LLC PO Box 325 John Day, OR 97845	
<input type="checkbox"/> WORK ORDER <input checked="" type="checkbox"/> NOTICE OF NONCOMPLIANCE			
WORK ORDER or NOTICE NO: 2	DATE ISSUED 5/20/2015		

☐ You are directed to perform the following work in connection with contract with no adjustment in contract time or price(s):

☒ You are advised that the following work being performed or material being supplied or installed does not conform to the contract requirements and may result in rejection.

Upon inspection of Tin Unit 60, it became apparent that one ponderosa pine was cut outside the unit boundary. The freshly cut 18" stump was found approximately 6' outside the northeast unit boundary, below the 2055 road. Machinery tracks lead to the stump therefore eliminating cutting by others. Boundary flagging and tags are still intact and obvious. Investigation will determine if the tree was negligently or willfully cut.

Please state in writing how this issue is going to be resolved and avoided in the future.

Iron Triangle LLC regrets cutting the undesignated tree as a result of human error. We have brought this matter to the operators attention and will try to avoid a recurrence.

This work is included in the contract as referenced below:

Contract clause C.1.3.2 - Negligent or Willful Damage. "Undesignated timber meeting Utilization Standards and unnecessarily damaged or negligently or willfully cut by Contractor, included by Forest Service".

Negligently or Willfully cut trees need to be flagged and left on the ground then immediately notify the COR.

SIGNATURE	TITLE
/s/ Robin Pugh	COR

ACKNOWLEDGEMENT -- PLEASE ACKNOWLEDGE RECEIPT OF THIS NOTICE BY RETURNING 2 COPIES SIGNED IN THE SPACE BELOW:

Date 5/29/15
(mm/dd/yyyy)

Iron Triangle LLC
Contractor

By Phil Jenkins

Title Operations Forester

Distribution: Original - CO (weekly); COR, SO, PROJ ENG
Previous editions of this form are obsolete.

Murray, Robin R -FS

Exhibit
C

Saved

From: Smith, Gavin M -FS
Sent: Wednesday, May 20, 2015 2:50 PM
To: Murray, Robin R -FS
Subject: RE: Tree cut outside logging unit

Notify the contractor and Issue a notice of non compliance. Remind them if there is a mistake how to identify the tree mistakenly cut tree and that it should be left. If we determine it was not a mistake we need to assess damages.

Gavin Smith, Contract Specialist AQM
Regional Stewardship Coordinator

Forest Service
Pacific Northwest Region

p: 541-278-3844
f: 541-278-3845

From: Murray, Robin R -FS
Sent: Wednesday, May 20, 2015 2:22 PM
To: Smith, Gavin M -FS; **Henrichs, Aaron J -FS** - Forest LEO
Cc: Murray, Robin R -FS
Subject: Tree cut outside logging unit

Today, Ryan Courtney and myself were inspecting Tin logging unit 60 and found an 18" ponderosa pine stump cut approx. 6' outside the northeast unit boundary. I am 95% sure it was a mistake but the tree is processed and gone. Ryan and I stood at the unit boundary and moved in several different locations to see if the processor operator could have not seen the unit boundary. We were able to see the unit boundary from everywhere we moved. The tree is easily visible from the 2055 road, which I think is another reason it was a mistake. We forgot to get the GPS location but if you stop at the first cattleguard on the 2055 road you can see it off down to the left, just before the obvious rock outcropping. We will try to get a lat/long in the next few days. Photo attached. You might have to zoom to see the flagging past the stump.



Robin Pugh
Sale Administrator
Forest Service
Malheur National Forest

p: 541-575-3493
c: 541-620-8005
f: 541-575-3001
rrmurray@fs.fed.us

451 Patterson Bridge Road
John Day, OR 97845
www.fs.fed.us



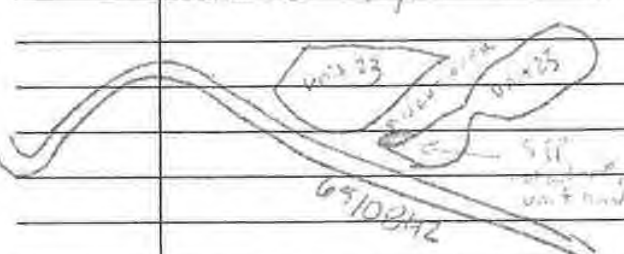
Caring for the land and serving people



FOREST Nulheer DISTRICT BMRD PURCHASER Iron Triangle
 DATE OF INSPECTION 9/20/16 SALE C Salvage SUBDIVISION # Unit 23 P.U. 2
☒ ACTION ☐ ACCEPTANCE ☐ AGREEMENT ☐ OTHER ☐ PAGE 1 OF 1

Work progress to date —		Work progress to date —	
NEED ATTENTION		NEED ATTENTION	
SATISFACTORY		SATISFACTORY	
1. Compliance with Operating Schedule		5. Product Accountability:	
2. Utilization:		a. Logs properly presented for sale	
a. Felling and bucking practices		b. Branding, painting, DP compliance	
b. Damaged trees cut currently		c. Log removal permits being used	
c. Designated material yarded and removed		d. Log trucks using approved haul routes	
3. Logging:		6. General:	
a. Protection of wildlife/ reserve trees		a. Purchaser/Field Reps. Supervisor	
b. Minimum damage to residual stand		b. Public and FS Safety recognized	
c. Retention of large woody material		7. Resource Protection:	
d. Erosion control measures done currently		a. Threat, Endang. Sens. species protected	
e. Attention to wet weather operating		b. Cultural sites protected	
f. Minimum damage to Forest soils		c. Camp sites approval/compliance	
g. Stream protection adequate and timely		d. Refuse materials removed from NF lands	
h. Skid trails/roads location approved		e. Improvements protected	
i. Landing size and location approved		f. Pollution prevention (soils, air, water)	
j. Orderly progression/completion on unit		8. Timber Designation:	
k. Slash treatment current		a. Operation trees designated in advance	
4. Roads and Maintenance:		b. Payment prior to cutting (tree ms. sales)	
a. Maintenance adequate and current		9. Fire Prevention and Presuppression	
b. Cleanup of logging slash/debris in road		a. Certification and compliance	
c. Dust abatement measures		b. Precaution Level compliance	
d. Snow plowing measures		c. Fire Security	
e. Temporary roads approved for location/width			

Following are: comments on the performance, mutual agreements, approval(s), acceptance of work, or noncompliance under the above timber sale contract.

Provisions Applicable	FOLLOW-UP (DATE / INITIAL)
<p>Do to poor boundary tag & flagging/painting, 5 PP were accidentally cut outside the boundary of unit 23. Unit 23 is broken into 2 separate sections with a no cut area between the sections. This no cut area was unclear on the ground and was painted orange similarly as the units themselves. The no cut area has been reflagged with blue & white candy striped flagging and the 5 PP will "not be included". Yellow no tractors allowed signs have been included for clarity.</p> <p>5 PP not to be included (received an 'X' with black tractor print hatch # 05645 on stump and butt of log.</p> 	

Approval as used herein relates to those work items which require Forest Service approval. It does not mean final approval under B6.35, Acceptance of Work, unless specifically indicated as such.

Signature: Sales Administrator [Signature] Signature: Forest Service Representative [Signature] Date: 9/20/16
 I agree on behalf of Purchaser (delete if inapplicable) and I acknowledge receipt of this document.
 Signature: Purchaser's Field Representative [Signature] Signature: Purchaser Representative [Signature] Date: 9/20/16

Contracting Officer's Copy

Distribution (Delete those not used)
 Purchaser, Operator, TSO, SO, File

R6-FS-2400-131 (8/2011)

Courtney, Ryan -FS

From: Courtney, Ryan -FS
Sent: Wednesday, September 21, 2016 9:47 AM
To: Field, Robert W -FS
Cc: Ross, DeWayne -FS; Burman, Karlene -FS
Subject: Undesignated Timber Cut - Malheur National Forest
Attachments: cutoutofboundary Csalvage.pdf; IMG_0024.JPG; IMG_0022.JPG; IMG_0009.JPG; IMG_0008.JPG

We had contract fallers who are sub contracted through Iron Triangle cut outside a unit boundary on 9/19/2016 on a timber sale C Salvage on the Malheur National Forest. When I spoke with them that morning around 8:30-9:00 a.m. they asked me to go look at an area that they thought they may have screwed up on. I asked what they thought had happened and they acknowledged that the boundary was very hard to follow and at some point thought they may be out of the unit boundary so they stopped cutting. After further investigation I found that they did in fact cut outside the boundary.

I've attached a Timber Sale Inspection Report of how we've handled the situation thus far. The included pictures show a glimpse of the situation. Picture 8 and 9 are taken from the corner of the boundary facing towards the next boundary tree. Picture 24 shows the boundary line in blue and white candy striped flagging. The stumps beyond that line are in a no cut area and are the 5 undesignated trees. You can see in that picture a green stripe across a tree which is a designated tree to be taken, we added the paint for clarity. Picture 22 is the black tracer paint we added to the undesignated trees.

Location of the above incident is Township - 15S, Range - 31E, section - 12, NE/NE.

Driving location - Highway 395 south out of Canyon City, turn east (left) on County Road 65, Turn north (left) onto the 6510, turn west (left) onto 6510842, and then park along 6510842 after passing junction with 6510846. Trees will be on the north side of the 6510842. Boundary tags are marked C Salvage 23.

I do not believe there was anything malicious in cutting these trees and as of now we are not allowing them to remove the volume. Purchaser is aware of situation and has been notified to not remove undesignated trees. Purchaser Representative's signature is on the included document.

Let me know what action you would like to take and if I can be any assistance.



Ryan Courtney
Sale Administrator
Forest Service
R6 Malheur National Forest

p: 541-575-3091
c: 541-620-1420
rcourtney@fs.fed.us

431 Patterson Bridge Rd.
John Day, OR 97845
www.fs.fed.us



Caring for the land and serving people

EXHIBIT C

#3

Courtney, Ryan -FS

From: Ross, DeWayne -FS
Sent: Saturday, October 01, 2016 10:30 AM
To: Courtney, Ryan -FS
Cc: Field, Robert W -FS
Subject: RE: Undesignated Timber Cut - Malheur National Forest

Ryan,
I believe not.
It sounds as there was no malicious intent, and that this is better handled administratively.

Capt. Field,
Would you have any other guidance?



DeWayne Ross
Law Enforcement Officer
Forest Service
North East Oregon Zone, Pacific Northwest Region

p: 541-278-3965
e: 541-969-9355
f: 541-278-3839
dewayneross@fs.fed.us

72510 Coyote Road
Pendleton, OR 97801
www.fs.fed.us



Caring for the land and serving people

From: Courtney, Ryan -FS
Sent: Thursday, September 29, 2016 12:56 PM
To: Ross, DeWayne -FS <dewayneross@fs.fed.us>
Subject: RE: Undesignated Timber Cut - Malheur National Forest

Any follow up on your end on this matter? I am continuing to protect the area for now and would like to know if you would like me to do anything else?



Ryan Courtney
Harvest Inspector
Forest Service
R6 Malheur National Forest

p: 541-575-3091
e: 541-620-1420
rcourtney@fs.fed.us

431 Patterson Bridge Rd.
John Day, OR 97845

EXHIBIT C #4

www.fs.fed.us



Caring for the land and serving people

From: Ross, DeWayne -FS
Sent: Thursday, September 22, 2016 9:31 AM
To: Courtney, Ryan -FS <rcourtney@fs.fed.us>; Field, Robert W -FS <rwfield@fs.fed.us>
Cc: Burman, Karlene -FS <kburman@fs.fed.us>
Subject: RE: Undesignated Timber Cut - Malheur National Forest

10-4



DeWayne Ross
Law Enforcement Officer

Forest Service
North East Oregon Zone, Pacific Northwest Region

p: 541-278-3965
c: 541-969-9355
f: 541-278-3839
dewayneross@fs.fed.us

72510 Coyote Road
Pendleton, OR 97801
www.fs.fed.us



Caring for the land and serving people

From: Courtney, Ryan -FS
Sent: Wednesday, September 21, 2016 9:51 AM
To: Field, Robert W -FS <rwfield@fs.fed.us>
Cc: Ross, DeWayne -FS <dewayneross@fs.fed.us>; Burman, Karlene -FS <kburman@fs.fed.us>
Subject: Undesignated Timber Cut - Malheur National Forest

We had contract fallers who are sub contracted through Iron Triangle cut outside a unit boundary on 9/19/2016 on a timber sale C Salvage on the Malheur National Forest. When I spoke with them that morning around 8:30-9:00 a.m. they asked me to go look at an area that they thought they may have screwed up on. I asked what they thought had happened and they acknowledged that the boundary was very hard to follow and at some point thought they may be out of the unit boundary so they stopped cutting. After further investigation I found that they did in fact cut outside the boundary.

I've attached a Timber Sale Inspection Report of how we've handled the situation thus far. The included pictures show a glimpse of the situation. Picture 8 and 9 are taken from the corner of the boundary facing towards the next boundary tree. Picture 24 shows the boundary line in blue and white candy striped flagging. The stumps beyond that line are in a cut area and are the 5 undesignated trees. You can see in that picture a green stripe across a tree which is a designated tree to be taken, we added the paint for clarity. Picture 22 is the black tracer paint we added to the undesignated trees.

Location of the above incident is Township - 15S, Range - 31E, section - 12, NE/NE.

EXHIBIT C #5

Driving location – Highway 395 south out of Canyon City, turn east (left) on County Road 65, Turn north (left) onto the 6510, turn west (left) onto 6510842, and then park along 6510842 after passing junction with 6510846. Trees will be on the north side of the 6510842. Boundary tags are marked C Salvage 23.

I do not believe there was anything malicious in cutting these trees and as of now we are not allowing them to remove the volume. Purchaser is aware of situation and has been notified to not remove undesignated trees. Purchaser Representative's signature is on the included document.

Let me know what action you would like to take and if I can be any assistance.



Ryan Courtney
Sale Administrator

Forest Service
R6 Malheur National Forest

p: 541-575-3091

c: 541-620-1420

rcourtney@fs.fed.us

431 Patterson Bridge Rd.

John Day, OR 97845

www.fs.fed.us



Caring for the land and serving people

TIMBER SALE INSPECTION REPORT

Exhibit D

FOREST MalheurDISTRICT BMRDPURCHASER Boise CascadeDATE OF INSPECTION 1/31/17SALE Gibb D x PreSUBDIVISION # Unit 8 + 12NON ☐ACCEPTANCE ☐AGREEMENT ☐OTHER ☐PAGE ☐ OF ☐

Work progress to date -

UNSATISFACTORY

NEED ATTENTION

SATISFACTORY

1. Compliance with Operating Schedule
2. Utilization:
 - a. Felling and bucking practices
 - b. Damaged trees cut currently
 - c. Designated material yarded and removed
3. Logging:
 - a. Protection of wildlife/ reserve trees
 - b. Minimum damage to residual stand
 - c. Retention of large woody material
 - d. Erosion control measures done currently
 - e. Attention to wet weather operating
 - f. Minimum damage to Forest soils
 - g. Stream protection adequate and timely
 - h. Skid trails/roads location approved
 - i. Landing size and location approved
 - j. Orderly progression/completion on unit
 - k. Slash treatment current
4. Roads and Maintenance:
 - a. Maintenance adequate and current
 - b. Cleanup of logging slash/debris in road
 - c. Dust abatement measures
 - d. Snow plowing measures
 - e. Temporary roads approved for location/width

Work progress to date -

UNSATISFACTORY

NEED ATTENTION

SATISFACTORY

5. Product Accountability:
 - a. Logs properly presented for sale
 - b. Branding, painting, DP compliance
 - c. Log removal permits being used
 - d. Log trucks using approved haul routes
6. General:
 - a. Purchaser/Field Reps. Supervision
 - b. Public and FS Safety recognized
7. Resource Protection:
 - a. Threat, Endang. Sens. species protected
 - b. Cultural sites protected
 - c. Camp sites approval/compliance
 - d. Refuse materials removed from NF lands
 - e. Improvements protected
 - f. Pollution prevention (soils, air, water)
8. Timber Designation:
 - a. Operation trees designated in advance
 - b. Payment prior to cutting (tree ms. sales)
9. Fire Prevention and Presuppression:
 - a. Certification and compliance
 - b. Precaution Level compliance
 - c. Fire Security

Following are: comments on the performance, mutual agreements, approval(s), acceptance of work, or noncompliance under the above timber sale contract.

Provisions
ApplicableUnit 8FOLLOW-UP
(DATE / INITIAL)

a.42# Inspected southwest portion of unit south of 3690-238
Skid trail spacing and tree selection are satisfactory.

B2.37 "marked" two trees for swing trees in last landing on the 238
in southeast corner of unit. "marked" with green tracer paint
#A0449

Included Timber-Ponderosa Pine - 23", 24"

B2.2 Checked utilization in landing at southeast of unit. Spoke to
delimber operator about top diameters.

B6.4 Spoke to loader operator, Kris Neault, about size of logs
that are supposed to be on a green biomass load.

Unit 12

Inspected small portion of unit between corner of 3690-094 + 3690.
Average BA 70 sq/ft

Approval as used herein relates to those work items which require Forest Service approval. It does not mean final approval under
35. Acceptance of Work, unless specifically indicated as such.

Signature: Sale Administrator

Signature: Forest Service Representative

Date:

I agree on behalf of Purchaser (delete if inapplicable) and I acknowledge receipt of this document.

Signature: Purchaser's Field Representative

Signature: Purchaser Representative

Date:

Contracting Officer's Copy

R6-FS-2400-131 (5/91)

Distribution (Delete those not used)

. 30 12.1x

SALE NAME: Gibb D x Pre Contract number 76091 unit 8

ADD ON VOLUME FOR TSIR DATED: 1/31/2017

SPECIES: 122

DIA	# OF TREES	VOL./TREE	TOTAL
7		0	0
8		0	0
9		0	0
10		0	0
11		0.1	0
12		0.13	0
13		0.16	0
14		0.2	0
15		0.24	0
16		0.3	0
17		0.35	0
18		0.42	0
19		0.49	0
20		0.57	0
21		0.66	0
23	1	1.03	1.03
24	1	1.14	1.14
TOTAL =		0	
GRAND TOTAL =			2.17 /

SPECIES: 15

DIA	# OF TREES	VOL./TREE	TOTAL
7		0	0
8		0	0
9		0	0
10		0.06	0
11		0.09	0
12		0.12	0
13		0.17	0
14		0.22	0
15		0.29	0
16		0.38	0
17		0.48	0
18		0.59	0
19		0.73	0
20		0.89	0
21		1.08	0
TOTAL =		0	
GRAND TOTAL =			0

SPECIES: 204

DIA	# OF TREES	VOL./TREE	TOTAL
7		0.04	0
8		0.06	0
9		0.08	0
10		0.1	0
11		0.12	0
12		0.15	0
13		0.18	0
14		0.22	0
15		0.26	0
16		0.3	0
17		0.35	0
18		0.4	0
19		0.46	0
20		0.52	0
21		0.58	0
TOTAL =		0	
GRAND TOTAL =			0

SPECIES: OTHER

DIA	# OF TREES	VOL./TREE	TOTAL
7		0.03	0
8		0.05	0
9		0.07	0
10		0.09	0
11		0.1	0
12		0	0
13		0	0
14		0	0
15		0	0
16		0	0
17		0	0
18		0	0
19		0	0
20		0	0
21		0	0
TOTAL =		0	
GRAND TOTAL =			0