



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Oregon State Office

P.O. Box 2965

Portland, Oregon 97208



In Reply Refer to:

5420 (OR-931) P

October 7, 2008

EMS TRANSMISSION 10/10/2008

Instruction Memorandum No. OR-2008-099

Expires: 9/30/2009

To: All District Managers

From: State Director, Oregon/Washington

Subject: Log Branding and Painting Requirements in Timber Sale Contracts

Program Area: Timber Management and Log Export

Purpose: To revise the log branding and painting requirements of both executed and new (unsold) timber sale contracts.

Policy/Action: Make the following procedural changes upon receipt of this Instruction Memorandum (IM):

1. Special Provisions LE-2 and LE-4 are deleted and not available for further inclusion in any contracts. Log Export Special Provisions LE-1 and LE-3 will remain authorized for use as modified in Item 2, below.

2. Incorporate the following revisions to Special Provisions LE-1 and LE-3 into all new contracts:

a. The instructions for LE-1 are deleted and replaced as follows:

“Use required with all sales except negotiated right-of-way sales.”

b. The instructions for LE-3 are deleted and replaced as follows:

“Use required with all negotiated right-of-way sales.”

c. The first sentences of LE-1 and LE-3 are deleted and replaced as follows:

“All timber sold to the Purchaser under the terms of the contract, except exempted species, is restricted from export under the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber.”

- d. Refer to the following paragraph in LE-1 and LE-3:

“Unless otherwise authorized in writing by the Authorized Officer, the Purchaser shall, prior to the removal of timber from the contract area, brand with the Purchaser’s registered log brand at least one end of each log, bolt, or other roundwood and identify each of these by painting with highway yellow paint.”

In LE-1 and LE-3, delete and replace the preceding paragraph with the following paragraphs:

“Unless otherwise authorized in writing by the Contracting Officer, the Purchaser shall brand clearly and legibly one end of all logs with a scaling diameter (small end inside bark) of over 10 inches, prior to the removal of timber from the contract area. All loads of 11 logs or more will have a minimum of 10 logs clearly and legibly branded on one end regardless of the diameter of the logs. All logs will be branded on loads of 10 logs or less. One end of all branded logs to be processed domestically will be marked with a 3 square inch spot of highway yellow paint. The Purchaser will stop trucks for accountability monitoring at mutually agreed upon locations when notified by the Authorized Officer.

“If multiple trailers (mule trains) are used, each bunked load shall be considered an individual load, and these guidelines will apply to each bunked load. If a flatbed stake trailer is used, each bundle will be treated as a separate load.

“At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. Any increased costs for log branding and painting shall be the responsibility of the Purchaser.”

3. The Contracting Officer may revoke these branding and painting requirements and impose greater branding and painting requirements in writing. The Contracting Officer might impose greater branding and painting requirements due to repeated failure by a purchaser to keep unloaded loads properly separated for scaling in a scale sale or after determining that a high likelihood existed that unprocessed timber would be exported illegally without the imposition of greater branding and painting requirements.
4. The Contracting Officer shall include the following verbiage in the timber sale notice for all new sales:

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

5. The Contracting Officer shall offer all purchasers holding executed contracts the opportunity to modify their contracts to incorporate the above described branding and painting requirements. The Contracting Officer shall mail a letter to all purchasers holding executed contracts with remaining volume (see Attachment 1). For sold/unawarded contracts for which award is eminent, the Contracting Officer shall award the contract as bid. However, the award letter shall contain the following paragraph offering a modification (see Attachment 2) upon written request from the Purchaser.

“As bid, the contract contains a log export special provision requiring branding and painting of all logs. The BLM has since revised its requirements. The new requirements include branding of one end of all logs with a scaling diameter of over 10 inches. All loads of 11 logs or more, regardless of the diameter of the logs, will have a minimum of 10 logs branded on one end. All logs will be branded on loads of 10 logs or less. One end of all branded logs will be marked with yellow paint. At the discretion of the Contracting Officer, the Purchaser may be required to brand and paint all logs. The Purchaser shall bear any increased costs for log branding and painting. The BLM is willing to modify the contract to incorporate the reduced branding and painting requirements upon written request from the Purchaser.”

6. For scale sales, the first sentence of Exhibit B, Section G.2., shall be modified (deleting the word “all”) to read as follows:

“Logs will be painted and branded at the landing and accounted for in accordance with Sec. 41_____ of the contract.”

7. Port-Orford-cedar is currently the only species exempted from log export restrictions.

Timeframe: This direction becomes effective immediately.

Budget Impact: None.

Background: Elimination of Special Provisions LE-2 and LE-4 and revisions to Special Provisions LE-1 and LE-3 are necessary to bring the BLM into compliance with legal requirements. These revisions represent a reduction from the previous log branding and painting requirements in timber sale contracts. These revisions also make BLM contracts consistent with requirements found in U.S. Forest Service timber sale contracts, thereby reducing complexity for purchasers.

Manual/Handbook Sections Affected: The Oregon Timber Sale Handbook, H-5420-1, and Special Provisions LE-1 through LE-4 are herein revised. These revisions will be incorporated into the planned update of the Handbook.

Coordination: Production of this IM was coordinated with the District Forestry Leads.

Contact: For additional information, contact Dave Roche at (503) 808-6020 or Lindsey Goetz at (503)-808-6451.

Districts with Unions are reminded to notify their unions of this Instruction Memorandum and satisfy any bargaining obligations before implementation. Your servicing Human Resources Office or Labor Relations Specialist can provide you with assistance in this matter.

Signed by
James G. Kenna
Associate State Director

Authenticated by
Paj Shua Cha
Records Section

2 Attachments

- 1 – [Sample Letter to Purchasers](#) (1 p)
- 2 – [Sample Modification](#) (4 p)

Distribution

W0-270 (204 LS)
OR-014 (Shane Durant)
OR-020 (Jon Reponen)
OR-035 (Marc Pierce)
OR-050 (Steve Castillo)
OR-082 (Randy Herrin)
OR-090 (Dave DeMoss)
OR-100 (John Royce)
OR-110 (Sarah Bickford)
OR-130 (Al Gardner)
OR-931 (Lindsey Goetz, Dave Roche, Steve Niles)
OR-952 (Stephanie Coleman)