

SAMPLE MODIFICATION

(contract number)

(sale name)

Modification No. (x)

(Purchaser Name and Address)

Please refer to your Bureau of Land Management (BLM) contract No. (contract number), (sale name). Your letter of (insert date) requested modification of your contract to incorporate BLM's current log branding and painting requirements. The contract is accordingly modified as follows:

1. Section 41(insert the section designation of the LE-1 through LE-4 found in the contract) is deleted from the contract.
2. Deleted Section 41(x) is replaced by the following Section 41(x): (use LE-1 or LE-3, as appropriate and modified, depending on whether the sale is a negotiated right-or-way sale, or not; this sample uses LE-1)

- (x) "All timber sold to the Purchaser under the terms of this contract, except exempted species, is restricted from export from the United States in the form of unprocessed timber, and is prohibited from being used as a substitute for exported private timber. For the purpose of this contract, unprocessed timber is defined as: (1) any logs except those of utility grade or below, such as sawlogs, peeler logs and pulp logs; (2) cants or squares to be subsequently remanufactured exceeding eight and three-quarters (8¾) inches in thickness; (3) split or round bolts or other roundwood not processed to standards and specifications suitable for end-product uses; or (4) western red cedar lumber which does not meet lumber of American Lumber Standards Grades of Number 3 dimension or better, or Pacific Lumber Inspection Bureau R-List Grades of Number 3 Common or better. Thus, timber manufactured into the following will be considered processed: (1) lumber and construction timber, regardless of size, manufactured to standards and specifications suitable for end-product uses; (2) chips, pulp, and pulp products; (3) green or dry veneer and plywood; (4) poles and piling cut or treated for use as such; (5) cants, squares, and lumber cut for remanufacturing of eight and three-quarters (8¾) inches in thickness or less; (6) shakes and shingles.

"Substitution will be determined under the definition found in 43 CFR 5400.0-5(n).

"The Purchaser is required to maintain and upon request to furnish the following information:

- “(a) Date of last export sale.
- “(b) Volume of timber contained in last export sale.
- “(c) Volume of timber exported in the past twelve (12) months from the date of last export sale.
- “(d) Volume of Federal timber purchased in the past twelve (12) months from the date of last export sale.
- “(e) Volume of timber exported in succeeding twelve (12) months from date of last export sale.
- “(f) Volume of Federal timber purchased in succeeding twelve (12) months from date of last export sale.

“In the event the Purchaser elects to sell any or all of the timber sold under this contract in the form of unprocessed timber, the Purchaser shall require each party buying, exchanging, or receiving such timber to execute a Form 5460-16 (Certificate as to Nonsubstitution and the Domestic Processing of Timber). The original of such certification shall be filed with the Authorized Officer. Additionally, when the other party is an affiliate of the Purchaser, the Purchaser will be required to update information under item (2) of Form 5450-17 (Export Determination) and file the form with the Authorized Officer.

“In the event an affiliate of the Purchaser has exported private timber within twelve (12) months prior to purchasing or otherwise acquiring Federal timber sold under this contract, the Purchaser shall, upon request, obtain from the affiliate information in a form specified by the Authorized Officer and furnish the information to the Authorized Officer.

“Prior to the termination of this contract, the Purchaser shall submit to the Authorized Officer Form 5460-15 (Log Scale and Disposition of Timber Removed Report) which shall be executed by the Purchaser. In addition, the Purchaser is required under the terms of this contract to retain for a three-year period from the date of termination of the contract the records of all sales or transfer of logs involving timber from the sale for inspection and use of the Bureau of Land Management.

“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 location 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.

“In the event of the Purchaser’s noncompliance with this subsection of the contract, the Authorized Officer may take appropriate action as set forth in Section 10 of this contract. In addition, the Purchaser may be declared ineligible to receive future awards of Government timber for a period of one year.”

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

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

All other terms and conditions of your original contract shall remain in full force and effect.

If you are in agreement with the terms of this modification, please have an officer of your company who is authorized to sign Bureau of Land Management timber sale contracts execute and return all copies to this office along with the signed copies of the contract. When the modification has been approved by the Contracting Officer, your approved copy will be returned along with your approved copy of the contract.

Sincerely yours,

Contracting Officer
LESS PAINT LUMBER COMPANY UNITED STATES OF AMERICA

Accepted: _____

Signed and Approved:

(Date)

(Date)

By: _____ By:

(Title)

(Title)

[Corporate Seal]

Attest: _____

(Title)