

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

CONTRACT FOR THE SALE OF VEGETATIVE RESOURCES

Issuing Office

Contract Number

THIS CONTRACT is made and entered into the _____ day of _____, 20____, under the authority of Executive Order (L.U. Lands) or the Act of August 28, 1937 (50 Stat. 874) as amended, (43 U.S.C. Sec. 1181a-f), relating to the revested Oregon and California Railroad and reconveyed Coos Bay Wagon Road grant lands, or under the Act of July 31, 1947 (61 Stat. 681) as amended, (30 U.S. C. Secs. 601-604), relating to other lands under the jurisdiction of the Bureau of Land Management, and the regulations as set forth in 43 CFR Group 5400, between the UNITED STATES OF AMERICA, hereinafter called Government, acting through the Bureau of Land Management, and

of _____, hereinafter called Purchaser.

WITNESSETH, That the parties hereto do mutually agree as follows:

Sec. 1. Vegetative Resources Sold. Government hereby sells to Purchaser and Purchaser hereby buys from Government, under the terms and conditions of the contract, the vegetative resources listed in Sec. 2 within the area described below comprising the contract area* and situated in the County of _____ State of _____, and described as follows:

TOWNSHIP	RANGE	SECTION	SUBDIVISION(S)

Sec. 2. Total Purchase Price. (a) Purchaser agrees to pay Government as the total purchase price for the vegetative resources sold hereunder, the sum of _____ dollars (\$ _____).

KIND OF VEGETATIVE RESOURCE	QUANTITY (Units Specified)	PRICE/UNIT	PRICE/UNIT X NO. OF UNITS

All vegetative resources in the contract area in excess of the quantity listed above are reserved to Government.

(b) Unless the total purchase price is paid on or before the date this contract is signed by the Contracting Officer, payments shall be made in installments of not less than

_____ dollars (\$ _____)

as follows: (1) A deposit equal to one installment shall be paid on or before the date this contract is signed by the Contracting Officer and shall be held to satisfy the final payment due under this contract; (2) the second installment shall be paid prior to severance or removal of vegetative resources sold under this contract. (3) Each subsequent installment shall be due and payable without notice when the value of the vegetative resources severed or removed equals the sum of all payments not including the first installment. Payment hereunder shall be made by cash, money order, bank draft, or check made payable to Department of the Interior-BLM.

Sec. 3. Bond. A performance bond shall be filed by Purchaser on or before the date the contract is signed by the Contracting Officer in the sum of _____ dollars (\$ _____) which bond shall be forfeited to the amount of the damages determined by the Contracting Officer if all the provisions of this contract are not faithfully and fully performed by Purchaser. If the amount of the damages exceed the amount of the bond, Purchaser hereby agrees to pay the excess. Upon satisfactory performance of all provisions of this contract, the bond shall be cancelled, or if cash or negotiable securities are furnished in lieu of a surety bond, such cash or negotiable securities shall be returned to Purchaser.

Sec. 4. Time for Severance and Removal. Except as otherwise provided in this contract, Purchaser may commence severance and/or removal of vegetative resources sold under this contract on the date this contract is signed by the Contracting Officer. Purchaser's right to

*General location of contract area is shown on map marked Exhibit A which is attached hereto and made a part hereof.

sever and/or remove such vegetative resources shall expire () months after such date; provided, however, extension of time may be granted as provided in 43 CFR Subpart 5463 and 5473.

Sec. 5. Standard and Special Provisions. The rights and obligations of the parties hereto shall be subject to the Standard Provisions set forth in Secs. 6 through 16 and to any Special Provisions contained under Sec. 17 attached hereto and made a part hereof.

STANDARD PROVISIONS

Sec. 6. Definitions Used in This Contract:

- (a) "Authorized Officer" means any employee of the Bureau of Land Management to whom has been delegated the authority to take action in connection with this contract.
- (b) "Contracting Officer" means the Bureau of Land Management official who would have authority to execute this contract.
- (c) "Vegetative Resources" means all vegetative material that is not normally measured in units of board feet.

Sec. 7. Passage of Title and Risk of Loss. Title to the vegetative resources sold under this contract remain in Government and shall not pass to Purchaser until such vegetative resources have been severed or removed. Risk of loss shall be borne by the party holding title, **except** that nothing herein shall be construed to relieve either party from liability for any breach of contract or any wrongful or negligent act.

Sec. 8. Violations, Suspension, and Cancellation. If Purchaser violates any of the provisions of this contract, the Contracting Officer may, by written notice, suspend any further operations of Purchaser under this contract, **except** such operations as may be necessary to remedy any violations. If Purchaser fails to remedy all violations within thirty (30) days after receipt of the suspension notice, the Contracting Officer may, by written notice, cancel this contract and take appropriate action to recover all damages suffered by Government by reason of such violation.

Sec. 9. Fire Prevention and Slash Disposal. Purchaser shall take such measures for the prevention and suppression of fire on the contract area and other adjacent Government lands or other Government lands used or traversed by Purchaser in connection with operations under this contract as are required by applicable laws and regulations. However, when in the opinion of the Authorized Officer, weather and other conditions affecting fire incidence and control make special precautions necessary to protect the contract area and said Government lands, Purchaser shall take such additional or other fire prevention and control measures as may be required by the Authorized Officer. Disposal of slash shall be done in accordance with a plan approved by the Authorized Officer.

Sec. 10. Trespass. If in connection with operations under this contract, Purchaser, his contractors, subcontractors, or the employees of any of them, cuts, injures, or removes any Government materials, other than the vegetative resources sold under this contract, Purchaser shall be liable for damages under applicable law. Purchaser shall pay Government for such damages after written demand therefor by the Contracting Officer.

Sec. 11. Responsibility for Damage Suffered, Cost, or Expense Incurred by Government. Purchaser shall be liable for any damage suffered, cost, or expense incurred by Government arising out of any operations under this contract whenever such damage, cost, or expense results from any breach of contract or wrongful or negligent act of Purchaser, his contractors, subcontractors, or the employees of any of them. Purchaser shall pay Government for such damage, cost, or expense after written demand therefor by the Contracting Officer.

Sec. 12. Disclaimer of Warranty. Government expressly disclaims any warranty of the fitness of the vegetative resources for any purpose of Purchaser; all vegetative resources sold hereunder are accepted "as is" without any warranty of merchantability by Government. Any warranty as to the quantity or quality of the vegetative resources sold hereunder is expressly disclaimed by Government.

Sec. 13. Simultaneous Use of Contract Area by Others. If the Authorized Officer determines that other use of the contract area will

not seriously interfere with the operations of Purchaser, he may issue permits, leases, or contracts for the simultaneous use of the contract area by others.

Sec. 14. Equal Opportunity. The Purchaser will comply with all provisions of the Executive Order No. 11246 of September 24, 1965, as amended, and the rules, regulations, and relevant orders of the Secretary of Labor.

Sec. 15. Officials Not to Benefit. No Member of, Delegate to, Congress, or Resident Commissioner, after his election or appointment, either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Department of the Interior, except as provided in 43 CFR (20.735-24) shall be admitted to any share or part in this contract or derive any benefit that may arise therefrom; and the provisions of Sec. 3741 of the Revised Statutes of the United States, as amended (41 U.S.C. Sec. 22), and Secs. 431, 432, and 433, Title 18, U.S.C. relating to contracts, enter into and form a part of this contract so far as the same may be applicable.

Sec. 16. Disputes

(a) This contract is subject to the Contract Disputes Act of 1978 (41 U.S.C. 601 et seq.). If a dispute arises relating to the contract, the Purchaser may submit a claim to the Contracting Officer who shall issue a written decision on the dispute in the manner specified in DAR 1-314 (FPR 1-1.38).

(b) "Claim" means:

- (1) A written request submitted to the Contracting Officer;
- (2) For payment of money, adjustment of contract terms, or other relief;
- (3) Which is in dispute or remains unresolved after a reasonable time for its review and disposition by the Government; and
- (4) For which a Contracting Officer's decision is demanded.

(c) In the case of disputed requests or amendments to such requests for payment exceeding \$50,000, or with any amendment causing the total request in dispute to exceed \$50,000, the Purchaser shall certify, at the time of submission as a claim, as follows:

I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief; and that the amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable.

(Purchaser's Name)

(Title)

(d) The Government shall pay the Purchaser interest:

- (1) On the amount found due on claims submitted under this clause;
- (2) At the rates fixed by the Secretary of the Treasury, under the Renegotiation Act. Public Law 92-41;
- (3) From the date the Contracting Officer receives the claim, until the Government makes payment.

(e) The decision of the Contracting Officer shall be final and conclusive and not subject to review by any forum, tribunal, or Government agency unless an appeal or action is timely commenced within the times specified by the Contract Disputes Act of 1978.

(f) Except as the parties may otherwise agree, pending final resolution of a claim of the contractor arising under the contract the contractor shall proceed diligently with the performance of the contract in accordance with the Contracting Officer's decision.

Sec. 17. Special Provisions. Purchaser shall comply with the attached special provisions unless otherwise authorized, in writing by the Authorized Officer.

PURCHASER, sign here

UNITED STATES OF AMERICA

(Name of Firm)

By _____
(Name – Print)

(Name – Print)

(Signature)

(Signature)

(Title)

(Address)

(Date)