

FILE FOLDER

DESCRIPTION ON TAB:

New Hospital

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1-8-80

DUPLICATE

CONTRACT N62470-79-S-2657

SPECIFICATION NO. 05-79-2657 AND AMENDMENT NO. 1

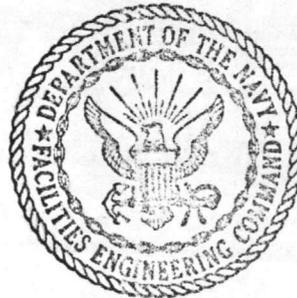
NEW RIVER WOOD CORPORATION
(Contractor)

for

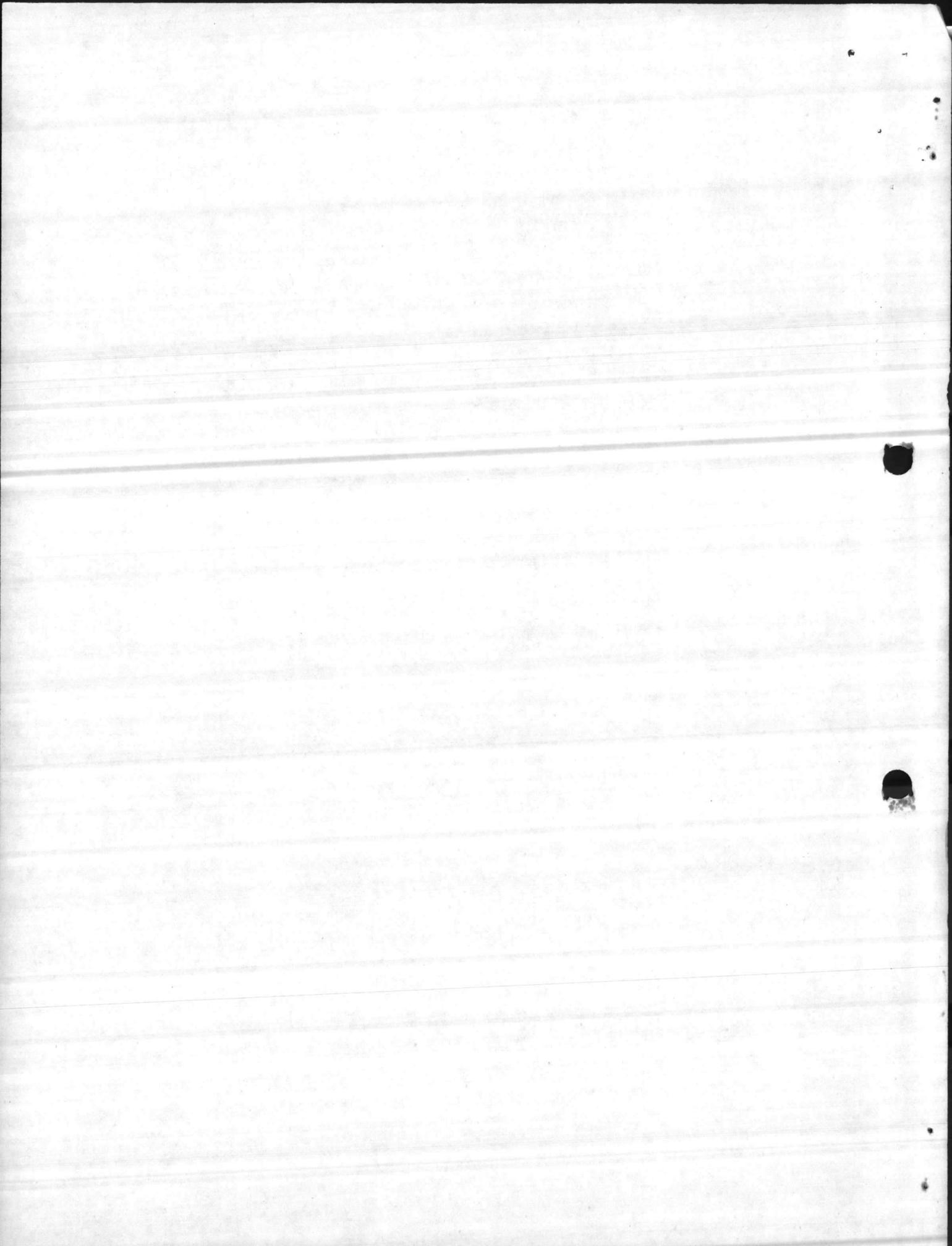
TIMBER SALE, NEW HOSPITAL SITE

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA



NAVAL FACILITIES ENGINEERING COMMAND
DEPARTMENT OF THE NAVY



SALE OF GOVERNMENT PROPERTY--BID AND AWARD

INVITATION FOR BIDS NO. N62470-79-B-2657

PAGE NO. 1 of 2

ISSUED BY
Officer in Charge
Jacksonville North Carolina Area
Marine Corps Base
Camp Lejeune, North Carolina 28542

ADDRESS YOUR BID TO
Officer in Charge
Jacksonville North Carolina Area
Marine Corps Base
Camp Lejeune, North Carolina 28542

FOR INFORMATION CONTACT (Name & tel. no.)
Officer in Charge
Telephone Area Code 919
451-2581

BIDS WILL BE OPENED AT (Place, date and time)
Office of Officer in Charge of Construction
Jacksonville North Carolina Area
Marine Corps Base, Camp Lejeune, North Carolina
25 September 1979

Sealed bids in three copies for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened, subject to: (1) The General Sale Terms and Conditions, SF 114C, dated March 1974.

and such other special terms and conditions attached or incorporated herein by reference and identified as Specification No. 05-79-2657 and Amendment No. 1. (Copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.) (2) BID DEPOSIT IS NOT REQUIRED; IS REQUIRED

IN AN AMOUNT NOT LESS THAN 20 % OF THE TOTAL BID, pursuant to Section 01013, Bids, Paragraph 2, of the Specification.

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price set opposite each item, pursuant to Clauses 6 of Std Form 114C and 1 of the Specification, and to remove the property 60 days after date of Award.

BID (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within 60 calendar days

after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$18,080.44 and attached is the bid deposit, when required by the Invitation, in the form(s) of CASHIER'S CHECK, in the amount of \$3,619.08.

BIDDER REPRESENTS THAT: (Check appropriate boxes)

- (1) He has, has not, inspected the property on which he is bidding.
- (2) He is, is not, an individual or a small business concern. (See CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.) (Complete the following only if the total amount of the bid(s) exceeds \$25,000.)
- (3) (a) He has, has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see CFR, Title 41, Subpart 101-45.3.)

NAME AND ADDRESS OF BIDDER (Street, city, state & ZIP Code)
(Type or print) NEW RIVER WOOD CORP.
P.O. Box 2102
NEW BERN, N.C. 28560

TELEPHONE NUMBER:
BIDDER IDENTIFICATION NO. (If applicable): 638-2114

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID
Danny F. Padgett

SIGNER'S NAME & TITLE (Type or print)
DANNY F. PADGETT

DATE OF BID
9-25-79

ACCEPTANCE BY THE GOVERNMENT (This section for Government use only)

ACCEPTED AS TO ITEM(S) NUMBERED
Base Bid

UNITED STATES OF AMERICA
BY /s/ J. T. SHERRON
(Contracting Officer)
DATE OF ACCEPTANCE
3 Oct 1979

TOTAL AMOUNT
\$18,080.44

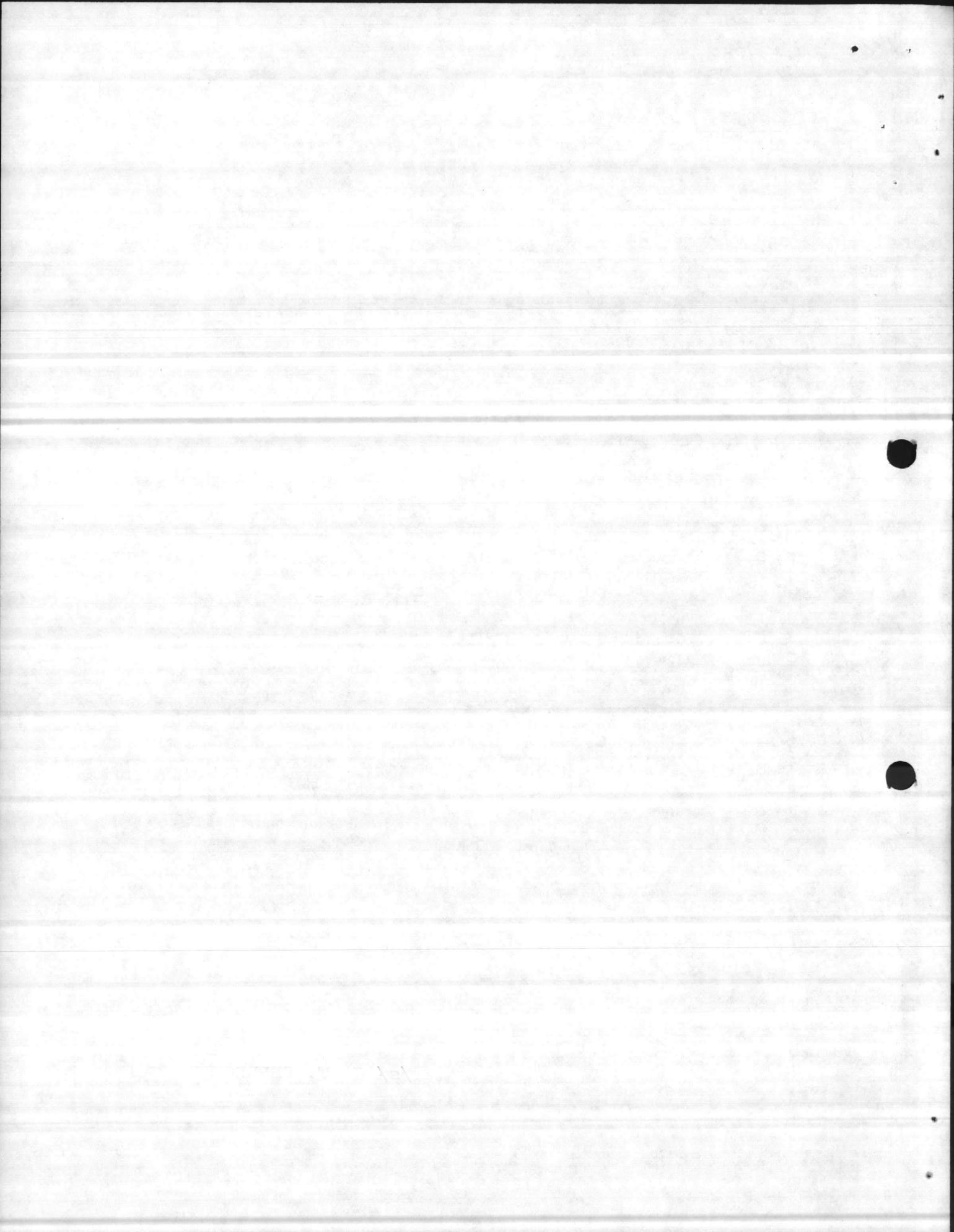
CONTRACT NUMBER(S)
N62470-79-S-2657
Spec. 05-79-2657

NAME AND TITLE OF CONTRACTING OFFICER
J. T. SHERRON, LCDR, CEC, USN
For Commander, Naval Facilities
Engineering Command
(Contracting Officer)
Acting

BUDGET BUREAU
NO. 29-RO022

(FORM CONTENT COMPLETELY REVISED)

STANDARD FORM 114
1970 EDITION
General Services Administration
FPMR (41 CFR) 101-11.6
114-108



SALE OF GOVERNMENT PROPERTY--ITEM BID PAGE--SEALED BID

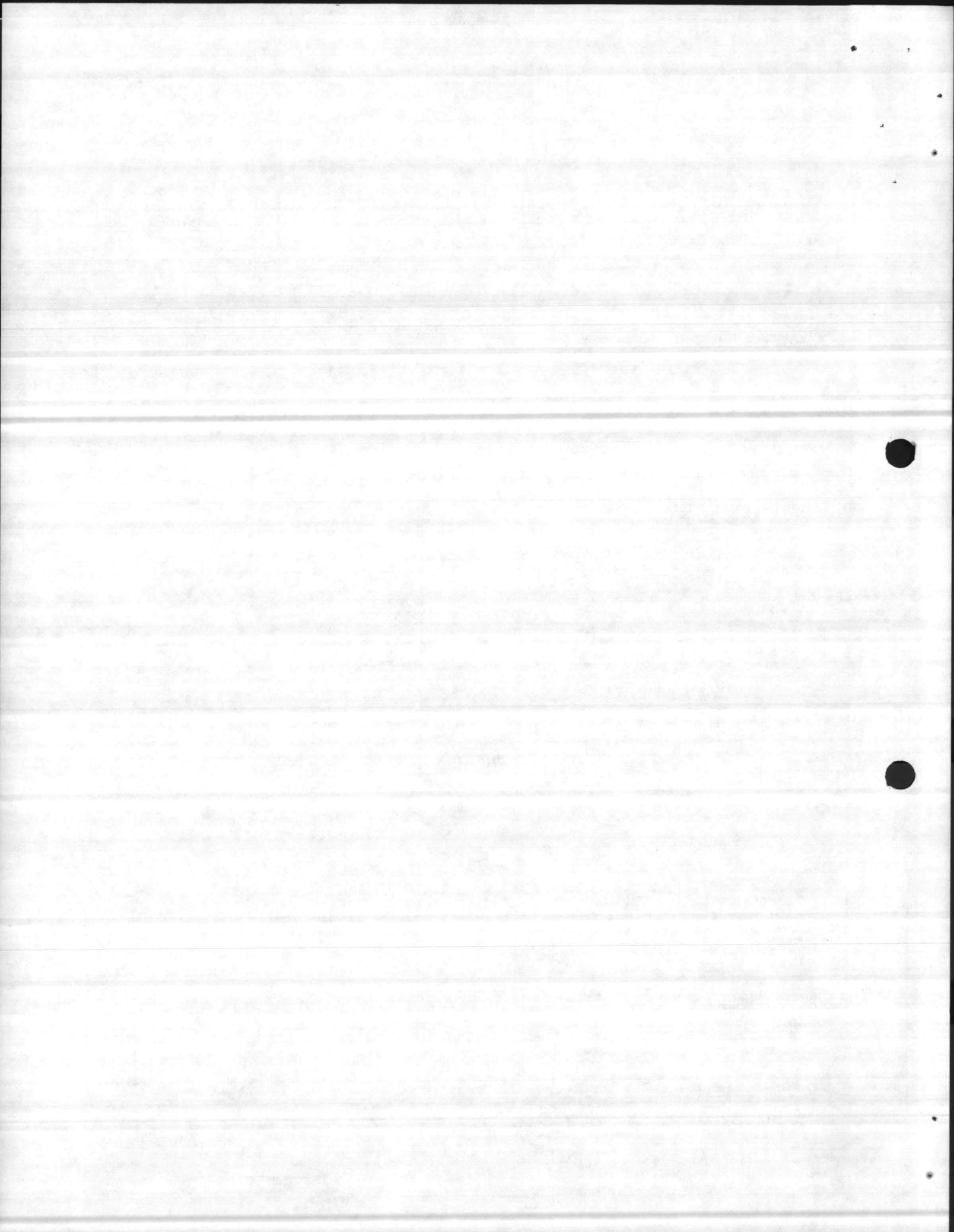
ITEM NUMBER
NO2470-79-B-2657

PAGE 2 of 2

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
		ESTIMATED					
1.	<p>BASE BID: Price for the entire work, complete, in accordance with the specification, based on the following estimated quantities of work:</p> <p>Mixed pine and hardwood</p>	179,014.25	FT ³	101	18,080	44	
	<p>Award of the Contract, if made, will be made to the highest conforming bidder on Base Bid.</p>						

BID NO.---TO BE FILLED IN BY SALES OFFICE

NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)
NEW RIVER WOOD CORP.



SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS

INVITATION FOR BIDS NO.

PAGE

1. INSPECTION.

The Bidder is invited, urged, and cautioned to inspect the property prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation.

2. CONDITION AND LOCATION OF PROPERTY.

Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is." The description of the property is based on the best information available to the sales office. However, unless otherwise specifically provided in the Invitation, the Government makes no warranty, express or implied, as to quantity, kind, character, quality, weight, size, or description of any of the property, or its fitness for any use or purpose and except as provided in Conditions No. 12 and 14 or other special conditions of the Invitation, no request for adjustment in price or for rescission of the sale will be considered. *This is not a sale by sample.*

3. CONSIDERATION OF BIDS.

(a) Unless otherwise provided in the Invitation, telegraphic or telephonic bids will not be considered.

(b) The Bidder agrees that his bid will not be withdrawn within the period of time specified for the acceptance thereof following the opening of bids (60 calendar days if no period be specified by the Government or by the Bidder, but not less than 10 calendar days in any case) and that during such period his bid will remain firm and irrevocable. The Government reserves the right to reject any or all bids, including bids under which a Bidder could take unfair advantage of the Government or other Bidders, to waive any technical defects in bids, and unless otherwise specified by the Government or by the Bidder, to accept any one item or group of items in the bid, as may be in the best interest of the Government. Unless otherwise provided in the Invitation, bids may be submitted on any or all items. However, unless the Invitation otherwise provides, a bid covering any listed item must be submitted on the basis of the unit specified for that item and must cover the total number of units designated for that item.

4. FORMS OF BID DEPOSITS AND PAYMENTS.

Unless otherwise provided in the Invitation, bid deposits (when required by the Invitation) and payments shall be in U.S. currency or any form of credit instrument other than promissory note, made payable on demand in U.S. currency: *Provided*, That uncertified personal or business checks must be first party instruments: *Provided further*, That if in connection with any prior sale, the Bidder or Purchaser tendered an uncertified personal or business check which was not paid by the drawee for any reason and the Bidder, Purchaser, and the Drawer of the check were so notified in writing by the selling agency, uncertified personal or business checks will not be an acceptable form of bid deposit or payment. Bids submitted after the effective date specified in the written notification referred to which are not accompanied by the proper bid deposit (other than an uncertified personal or business check) will be summarily rejected.

5. BID PRICE DETERMINATION.

When bids are solicited on a unit price basis, Bidders will insert their unit prices and total prices in the space provided for each item.

(a) In the event the Bidder inserts a total price on the item but fails to insert a unit price, the Government will determine the unit price by dividing the total price by the quantity of the item set out in the Invitation. The unit price so determined shall be used for the purpose of bid evaluation, award and all phases of contract administration.

(b) When bids are solicited on a "lot" basis, Bidders should submit a single total price in the Total Price Bid column of the bid sheet. Bidders should not make any entry in the Unit Price Bid column. In the event a Bidder submits a total bid price and also a unit bid price which are not identical, the unit bid price will not be considered.

6. PAYMENT.

The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price, after applying the total bid deposit, if any, must be made within the time specified in the Invitation and prior to delivery of any

of the property. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, where the total sum becoming due to the Government from the Purchaser on a contract awarded to him under the Invitation is less than the total amount deposited with his bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be promptly refunded to the Bidder. No refund or demands will be made for any amount less than one dollar (\$1).

7. TITLE.

Unless otherwise provided in the Invitation, title to the property sold hereunder shall vest in the Purchaser as and when removal is effected. On all motor vehicles and motor-propelled or motor-drawn equipment requiring licensing by a State motor vehicle regulatory agency, a certificate of release, Standard Form 97 will be furnished for each vehicle and piece of equipment.

8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

(a) Unless otherwise provided in the Invitation, the Purchaser shall be entitled to obtain the property upon full payment therefor with delivery being made only from the exact place where the property is located within the installation. The Purchaser must make all arrangements necessary for packing, removal, and transportation of property. The Government will not act as liaison in any fashion between the Purchaser and carrier, nor will the Government recommend a specific common carrier. Loading will only be performed as set forth in the Invitation, and unless otherwise provided in the Invitation, loading will not be performed on Saturdays, Sundays, Federal holidays, or any day that the installation where the property is located is closed. Where it is provided that the Government will load, the Government will make the initial placement of the property on conveyance(s) furnished by the Purchaser and the initial placement on the Purchaser's conveyance shall be as determined by the Government. Unless otherwise provided in the Invitation, the Government will not block, chock, brace, lash, band, or in any other manner secure the cargo on such conveyance(s) furnished by the Purchaser.

(b) Where it is provided in the Invitation that the Government will not load or that the Purchaser will load, the Purchaser will make all arrangements and perform all work necessary to effect removal of the property. The Purchaser shall remove the property at his expense within the period of time allowed in the Invitation. If the Contracting Officer determines that the failure to remove the property within the period of time originally allowed arose out of causes beyond the control and without the fault or negligence of the Purchaser, such determination shall be reduced to writing, and a reasonable extension of time for removal shall be allowed. Such causes may include, but are not restricted to acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and severe weather. If the Purchaser is permitted to remove the property after the expiration of the time originally allowed for removal or any additional time allowed by the Contracting Officer pursuant to this clause, the Government, without limiting any other rights which it may have, may require the Purchaser to pay a reasonable storage charge. The Purchaser shall reimburse the Government for any damage to Government property caused during the removal operations by the Purchaser or his authorized representative.

(c) Items purchased under the Invitation will be released only to the Purchaser or his authorized representative. The authorized representative must furnish authorization from the Purchaser to the Custodian of the property at the property location before any delivery or release will be made. When property is described as being boxed, packed, crated, skidded, or in containers, the Government does not warrant that the property, as packaged, is suitable for shipment.

(d) Segregation, culling or selection of property for the purpose of effecting partial or increment removals will not be permitted except as specifically authorized and prescribed by the Government.

9. DEFAULT.

If, after the award, the Purchaser breaches the contract by failure to make payment within the time allowed by the contract as required by Condition No. 6, or by failure to remove the property as required by Condition No. 8, then the Government may send the Purchaser

(TERMS AND CONDITIONS COMPLETELY REVISED)

a 15-day written notice of default (calculated from date of mailing), and upon Purchaser's failure to cure such default within that period (or such further period as the Contracting Officer may allow), the Purchaser shall lose all right, title and interest which he might otherwise have acquired in and to such property as to which a default has occurred. The Purchaser agrees that in the event he fails to pay for the property or remove the same within the prescribed period(s) of time, the Government at its election and upon notice of default shall be entitled to retain (or collect) as liquidated damages a sum equal to the greater of (a) 20% of the purchase price of the item(s) as to which the default has occurred, or (b) \$25, or the purchase price of such item(s) if the purchase price is less than \$25: *Provided*, That in the event of multiple awards of items under a single Invitation for Bids, the amount to be charged, if the minimum charge provided for in "b" above is applicable, shall be determined by the total purchase price reflected in the award documents: *Provided further*, That the maximum sum which may be recovered by the Government as damages for failure of the Purchaser to pay for and remove the property shall be the formula amount. When the Government exercises this election, it shall specifically apprise the Purchaser, either in its original notice of default (or in separate subsequent written notice), that upon the expiration of the period prescribed for curing the default, the formula amount will be retained (or collected) by the Government as liquidated damages. However, if the property was sold on a "per lot" basis and the Purchaser removes a portion of the lot but fails to remove the balance, no portion of the purchase price will be refunded. If the Purchaser otherwise fails in the performance of his obligations, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

SETOFF OF REFUNDS.

The Bidder or Purchaser agrees that the selling agency may use all or a portion of any bid deposit or refund due him to satisfy, in whole or in part, any debts arising out of prior transactions with the selling agency.

11. INTEREST.

Notwithstanding any other provision of this contract, unless paid within 30 calendar days from the date of first written demand, all amounts that become payable by the Purchaser to the Government under this contract shall bear interest at the rate of six percent per annum from the date of first written demand until paid. Irrespective of the amount of the indebtedness, a minimum interest charge of five dollars (\$5) shall be due the Government on any amount exceeding \$100 not paid within 30 calendar days from the date of first written demand. Interest on debts of \$100 or less will not be collected if such debts are liquidated without resort to litigation.

12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

Except for term contracts, when property is sold by a unit other than "weight", the Government reserves the right to vary the quantity tendered or delivered to the Purchaser by 10%; when the property is sold by "weight", the Government reserves the right to vary the weight tendered or delivered to the Purchaser by 25%. The purchase price will be adjusted upwards or downwards in accordance with the unit price and on the basis of the quantity or weight actually delivered. Unless otherwise specifically provided in the Invitation, no adjustment for such variation will be made where property is sold on a "price for the lot" basis.

13. WEIGHING, SWITCHING, AND SPOTTING.

Where weighing is necessary to determine the exact purchase price, the Purchaser shall arrange for and pay all expenses of weighing the property (unless Government scales are available on the premises). All switching and spotting charges shall be paid by the Purchaser unless such services are performed with Government-owned or Government-operated locomotives on Government property. When removal is by truck, weighing shall be under the supervision of the Government and at its option on: (a) Government scales, (b) certified scales, or (c) other scales acceptable to both parties. When removal is by rail, weighing shall be on railroad track scales, or by other means acceptable to the railroad for freight purposes.

14. RISK OF LOSS.

Unless otherwise provided in the Invitation, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted

by the Contracting Officer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. With respect to losses only, in the event the property is offered for sale by the "lot", no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

15. LIMITATION ON GOVERNMENT'S LIABILITY.

Except for reasonable packing, loading, and transportation costs, when a return of property at Government cost is authorized, the measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

16. ORAL STATEMENTS AND MODIFICATIONS.

Any oral statement or representation by any representative of the Government, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser.

17. COVENANT AGAINST CONTINGENT FEES.

Purchaser warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul this contract without liability or, at its option, to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth.

18. OFFICIALS NOT TO BENEFIT.

No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it be made with a corporation for its general benefit.

19. DISPUTES.

(a) Except as otherwise provided in the Invitation, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the Contracting Officer shall be final and conclusive unless within 30 calendar days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Secretary. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

(b) This "Disputes" condition does not preclude consideration of law questions in connection with decisions provided for in (a) above: *Provided*, That nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on the question of law.

20. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

(a) By submission of this bid or proposal, the Bidder or Offeror certifies, and in the case of a joint bid or proposal each party thereto certifies as to its own organization, that in connection with this sale: (1) the prices in this bid or proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices, with any other bidder or offeror or with any competitor; (2) unless otherwise required by law, the prices which have been quoted in this bid or proposal have not been knowingly disclosed by the Bidder or Offeror and will not knowingly be disclosed by the Bidder or Offeror prior to opening, in the case of a bid, or prior to award, in

the case of a proposal, directly or indirectly to any other bidder or offeror or to any competitor; and (3) no attempt has been made or will be made by the Bidder or Offeror to induce any other person or firm to submit or not to submit a bid or proposal for the purpose of restricting competition.

(b) Each person signing this bid or proposal certifies that: (1) he is the person in the Bidder's or Offeror's organization responsible within that organization for the decision as to the prices being bid or offered therein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3), above; or (2) (i) he is not the person in the Bidder's or Offeror's organization responsible within that organization for the decision as to the prices being bid or offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3), above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3), above.

(c) This certification is not applicable to a foreign Bidder or Offeror submitting a bid or proposal for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(d) A bid or proposal will not be considered for award where (a) (1), (a) (3), or (b), above, has been deleted or modified. Where (a) (2), above, has been deleted or modified, the bid or proposal will not be considered for award unless the Bidder or Offeror furnishes with the bid or proposal a signed statement which sets forth in detail the circumstances of the disclosure and the head of the selling agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

21. ASSIGNMENTS OF CONTRACTS.

Any contract awarded under the Invitation is subject to the provisions of 41 U.S.C. 15 which generally precludes assignment of such contract.

22. CLAIMS LIABILITY.

The Bidder or Purchaser agrees to save the Government harmless from any and all claims, demands, actions, debts, liabilities, judgments, costs and attorneys' fees arising out of, claimed on account of, or in any manner predicated upon loss of or damage to property of and injuries to or the death of any and all persons whatsoever, in any manner caused or contributed to by the Bidder or Purchaser, its agents, servants or employees, while in, upon or about the sale or the property site on which the property sold or offered for sale is located, or while going to or departing from such areas; and to save the Government harmless from and on account of damages of any kind which the Government may suffer as the result of the acts of the Bidder or Purchaser, its agents, servants, or employees while in or about the said sites.

23. WITHDRAWAL OF PROPERTY AFTER AWARD.

The Government reserves the right to withdraw for its use any or all of the property covered by this contract, if a bona fide requirement

for the property develops or exists prior to actual removal of the property from Government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

24. ELIGIBILITY OF BIDDERS.

The Bidder warrants that he is not: (a) under 18 years of age; (b) an employee of an agency of the Federal Government (either as a civilian or as a member of the Armed Forces of the United States, including the United States Coast Guard, on active duty) prohibited by the regulations of that agency from purchasing property sold hereunder; (c) an agent or immediate member of the household of the employee in (b), above. For breach of this warranty, the Government shall have the right to annul this contract without liability.

25. DEFINITIONS.

As used herein, the following terms shall have the meaning set forth below:

(a) "Secretary" means the Secretary, Deputy Secretary, Under Secretary, or any Assistant Secretary of the executive agency, and the head, deputy or any assistant head of the Federal agency; and the term "his duly authorized representative" means any person(s) or board (other than the Contracting Officer) authorized to act for the Secretary.

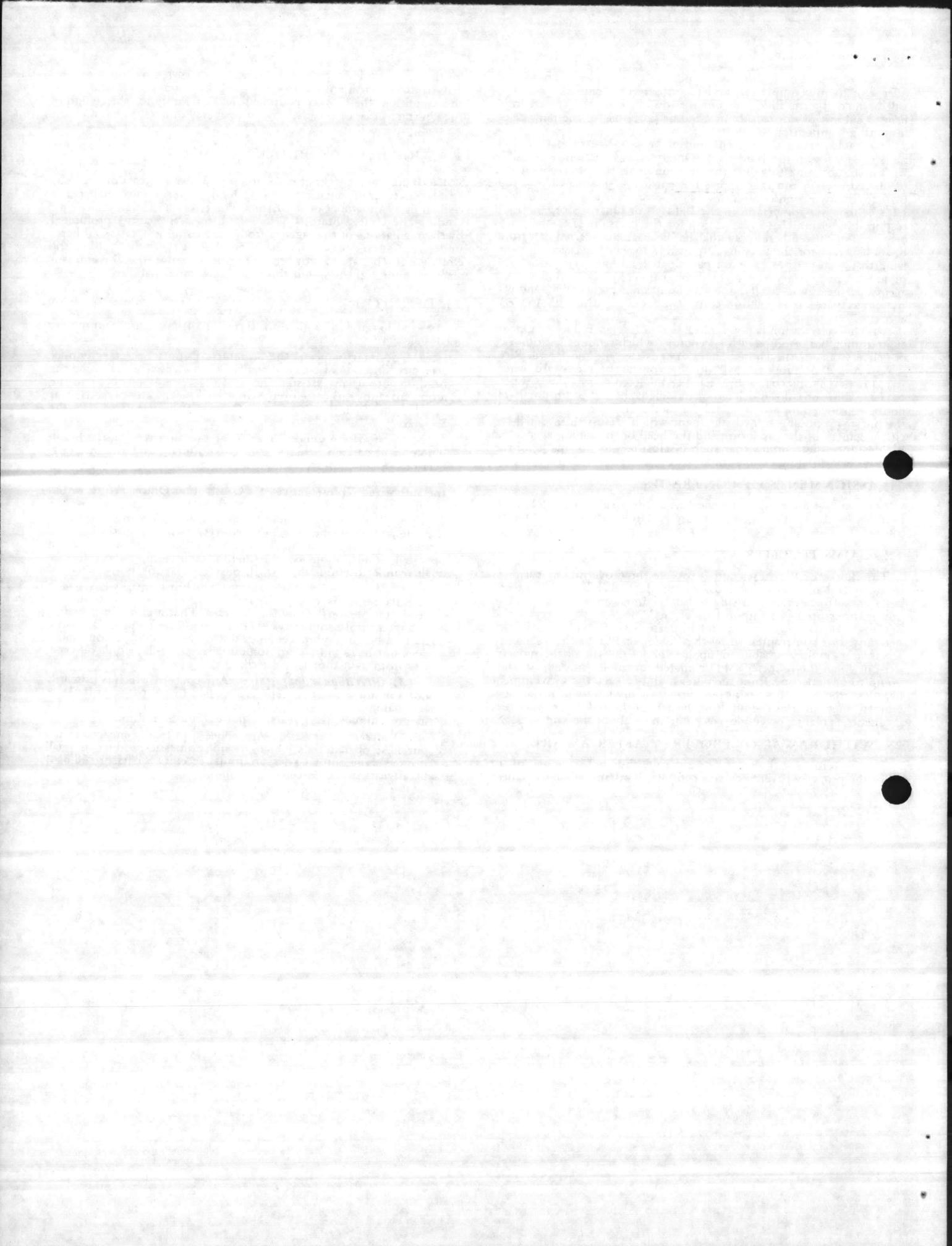
(b) "Contracting Officer" means the person accepting the bid in whole or in part on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of the representative's authority.

(c) Small Business. A small business concern for the purpose of the sale of Government-owned property, other than timber, is a concern, including its affiliates, which is independently owned and operated, is not dominant in its field of operation, and can further qualify under the following small business classification criteria:

(1) *Manufacturers.* Any concern which is primarily engaged in manufacturing is small if its number of employees does not exceed 500 persons: *Provided, however,* That a concern primarily engaged in SIC Industry 2911, Petroleum Refining, is small if its number of employees does not exceed 1,000 persons and it does not have more than 30,000 barrels-per-day crude-oil capacity from owned or leased facilities.

(2) *Other than manufacturers.* Any concern which is primarily not a manufacturer (except as specified in subparagraph (3) of this paragraph) is small if its annual sales or annual receipts for its preceding 3 fiscal years do not exceed \$5 million.

(3) *Stockpile purchasers.* Any concern primarily engaged in the purchase of materials which are not domestic products is small if its average annual sales or annual receipts for its preceding 3 fiscal years do not exceed \$25 million.



AMENDMENT OF SOLICITATION

1. AMENDMENT NO. 1
2. EFFECTIVE DATE 23 Aug 79
3. REQUISITION/PURCHASE REQUEST NO.
4. PROJECT NO. (If applicable) Spec. No. 05-79-2657
5. ISSUED BY OFFICER IN CHARGE OF CONSTRUCTION
JACKSONVILLE, NORTH CAROLINA AREA
BUILDING 1005, MARINE CORPS BASE
CAMP LEJEUNE, NORTH CAROLINA 28542
6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code)
8. AMENDMENT OF SOLICITATION NO. N62470-79-B-2657
Not Yet Issued
DATED (See block 9)
MODIFICATION OF CONTRACT/ORDER NO.
DATED (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in block 12. 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:
BY ACKNOWLEDGING EACH AMENDMENT ON THE BACK OF BID FORM.
 FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10	Appropriation and Subhead	Obj. Cl.	Bureau Cont. No.	Sub-Allot.	Authorization Acct. Ac'ty	Trans. Type	Property Acct's Ac'ty	Country	Cost Code	Amount

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS:
 (a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.
 (b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.
 (c) This Supplemental Agreement is entered into pursuant to authority of _____
 It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT
TIMBER SALE, NEW HOSPITAL SITE
 at the
 Marine Corps Base, Camp Lejeune, North Carolina

DIVISION 1. GENERAL REQUIREMENTS

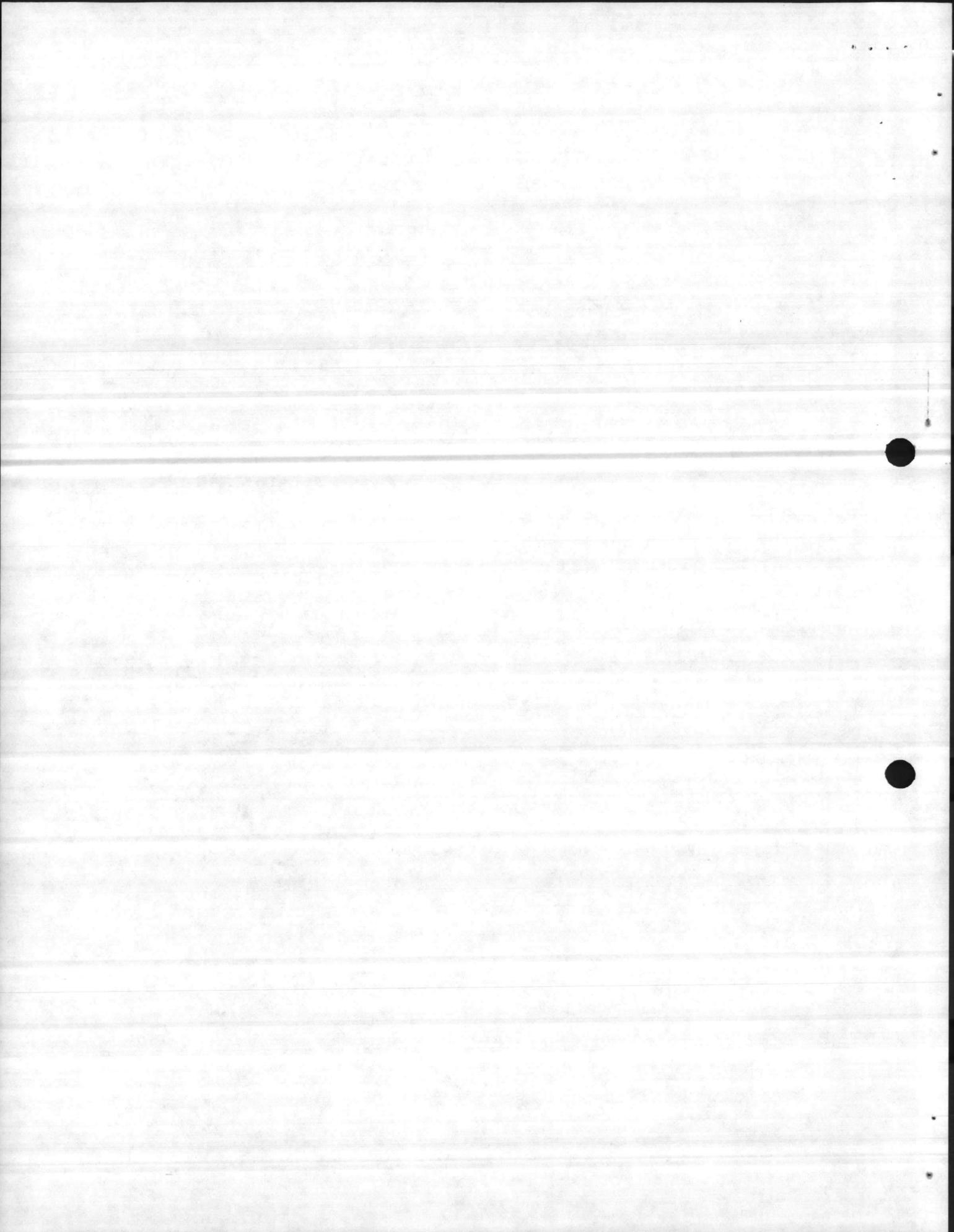
SECTION 01011. GENERAL PARAGRAPHS

5. TIME OF COMPLETION: Line 2: Change "90" to read "60".
 8. METHODS AND SCHEDULES OF PROCEDURES: At the end of this paragraph add the following statement:
 "The timber purchaser shall coordinate his hauling operations with the OICC to avoid conflicts with hauling for construction of the new Naval Regional Medical Center."
 Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE

14. NAME AND TITLE OF CONTRACTOR/OFFEROR: *James F. Padgett*
 15. NAME AND TITLE OF SIGNER (Type or print): *James Padgett*
 16. DATE SIGNED: *9-25-79*
 17. UNITED STATES OF AMERICA BY: *M. L. ENNETT*
 By direction (Signature of Contracting Officer)
 18. NAME OF CONTRACTING OFFICER (Type or print): *R. E. CARLSON, LCDR, CEC, USN*
 Officer in Charge of Construction
 19. DATE SIGNED: *23 AUG 79*

S. N 0108-200-2654
 for Commander, Naval Facilities Engineering Command



NOTICE:

Bids to be opened at 2:00 P.M.
25 SEP 1979 at the office of
Officer in Charge of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

NAVFAC
SPECIFICATION
NO. 05-79-2657

TIMBER SALE, NEW HOSPITAL SITE

at the

Marine Corps Base, Camp Lejeune, North Carolina

05-79-2657

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All questions concerning the plans and specifications occurring prior to bid opening shall be presented to the Director of Design Division, Public Works Department, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone 919-451-2213. Questions requiring interpretation of drawings and specifications must be submitted at least seven days before bid opening. Interpretations or modifications to specifications made as a result of questions will be made by amendment only, and unless so done, all bidders should base their bids on the plans and specifications as issued.

All questions pertaining to bidding procedures and for prior appointment to inspect the site of the work before bid opening shall be presented to the Officer in Charge of Construction, Jacksonville, North Carolina Area, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina; telephone 919-451-2581.

DIVISION 1. GENERAL REQUIREMENTS

SECTION 01011. GENERAL PARAGRAPHS

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning of this contract to promote proper timber management practices for sustained yield multiuse benefit of the forest resources at Camp Lejeune.

2. GENERAL DESCRIPTION: The work shall include furnishing all materials, labor and equipment necessary for removing stacked sawtimber and pulpwood, and other incidental related work.

3. LOCATION: The work shall be located at the Marine Corps Base, Camp Lejeune, North Carolina. The exact location will be indicated by the Officer in Charge of Construction (OICC).

4. FORM OF CONTRACT: The contract will be executed on Standard Form 114-A, Sale of Government Property - Bid and Award, and will include Standard Form 114-B, Item Bid Page, and Standard Form 114-C, General Sale Terms and Conditions. Additional General Provisions are attached and become a part of Form 114-C. Disputes Clause No. 19 has been superseded by the new Disputes Clause which is now a part of the regular General Provisions.

Make the following addition to Clause 25 of Standard Form 114-C:

"(d) 'Purchaser' or 'Contractor' means the party signing the contract for purchase of the Government-owned timber."

5. TIME OF COMPLETION: The entire work shall be completed no later than 90 days after award. IN the event work of the Purchaser is interrupted by military training or stopped by the OICC for other reasons, an extension of time may be granted. If an extension is approved, it will be given by the OICC in writing.

6. PLATES ACCOMPANYING SPECIFICATION: The following plates accompany this specification and are a part thereof. The plates are the property of the Government and shall not be used for any purpose other than that contemplated in the specification:

<u>PLATE No.</u>	<u>TITLE</u>
1	Timber Sale, New Hospital Site
2	Timber Sale, Powerline Right-of-Way New Hospital Site to Hadnot Point Substation

7. SAFETY PROGRAM: The Purchaser shall implement a safety program conforming to the requirements of Federal, State and Local laws, rules and regulations. The program shall include, but is not limited to the following:

a. "Occupational Safety and Health Standards", which can be ordered from the Superintendent of Documents, U. S. Government Printing Office, Washington, D. C. 20402, or be examined at the office where bids are being received.

b. Department of the Army, Corps of Engineers, "General Safety Requirements", which may be examined at the office where bids are being received.

8. METHODS AND SCHEDULES OF PROCEDURES: The Purchaser shall commence work within 15 days after award of the contract. The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the normal activities of the Base. Before starting any work, the sequence of operations and the methods of conducting the work shall have been approved by the OICC. Before moving on or off the Base or moving from payment unit to another, the Purchaser shall give the OICCC three days notice.

9. PROTECTION AND REPAIRS: The Purchaser shall comply with the fire prevention requirements which can be found in Base Order 11320.1F, CH-1, security rules and regulations of the Base; and shall provide approved means necessary for the protection of all Government and private property, including contents of buildings affected directly or indirectly by his operation. All damage to Government or private property resulting directly or indirectly from the Purchaser's actions shall be repaired or replaced without cost to the Government.

10. ACCIDENT REPORTS: The Purchaser and his subcontractors shall maintain an accurate record of, and shall report to the OICC, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, and equipment incidental to work performed under the contract. The report shall be submitted on Standard Form 92 and shall be in accordance with "Instructions to Contractor for Preparation of Supervisor's Report of Accident". The "Instructions" and the required forms will be furnished by the OICC.

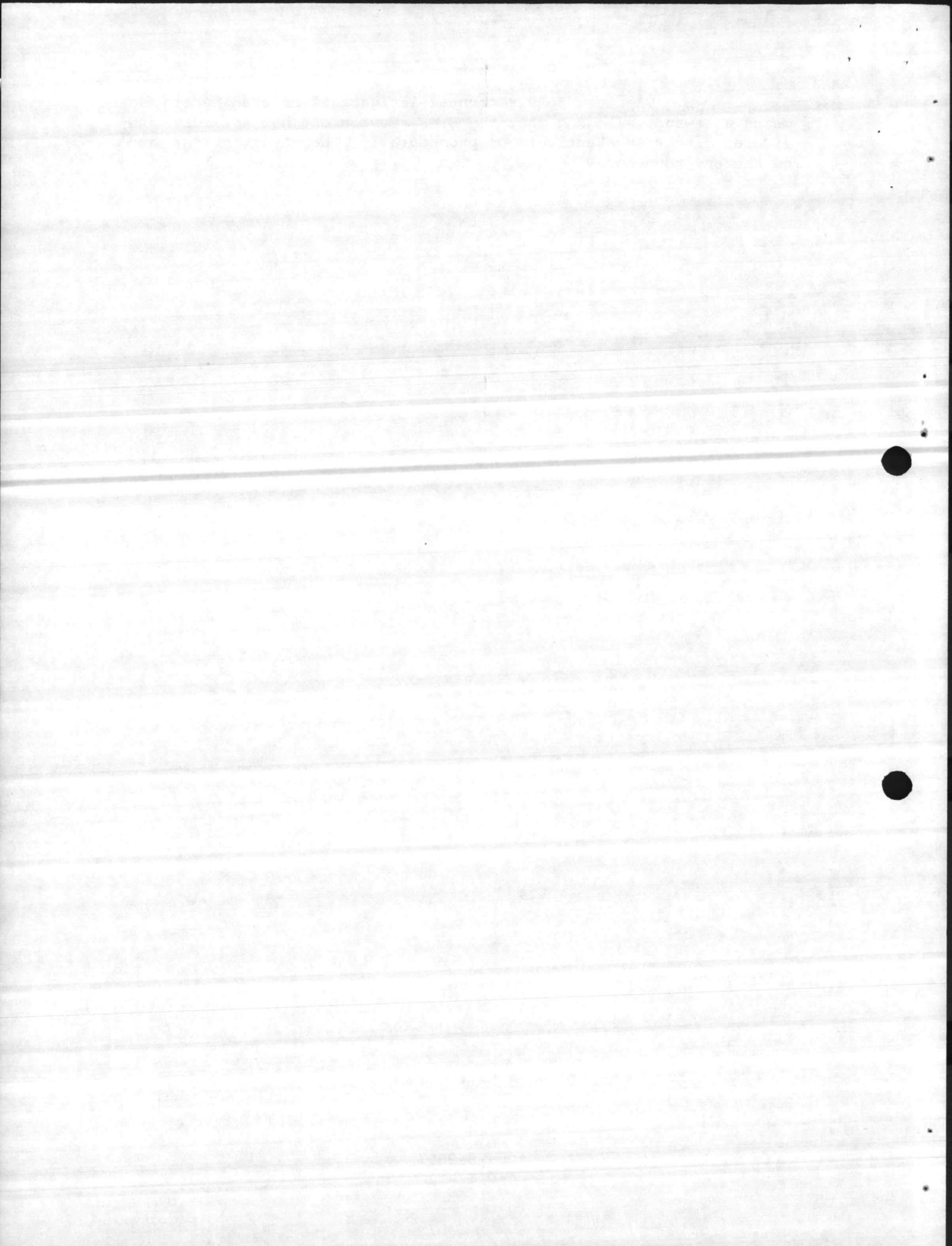
11. EMERGENCY MEDICAL CARE: Only emergency care is available by the Government facilities at Marine Corps Base, Camp Lejeune, to Purchaser employees who suffer on-the-job injury or disease. Emergency care will be rendered at the prevailing rates established in BUMEDINST 6320.4 series. Reimbursement will be made by the Purchaser to the Naval Regional Medical Center Collection Agent upon receipt of a monthly statement.

12. ENVIRONMENTAL LITIGATION:

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, and such order is based solely on acts or omissions of the U. S. Government, such suspension, delay, or interruption shall be considered as if ordered by the Officer in Charge of Construction in the administration of this contract under the terms of Standard Form 114-C, Clause 8, of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation" as used herein means a lawsuit alleging that the U. S. Government has not duly considered either substantively or procedurally, the effect of the work on the environment.

END



SECTION 01012. ADDITIONAL GENERAL PROVISIONS (TIMBER SALES)

1. PAYMENT: Add the following to Clause 6: "Before entering the sale unit for the purpose of harvesting timber, the Contractor must make complete payment for all timber in that unit. The timber is sold on a lump sum basis. Payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the Treasurer of the United States."

2. DELIVERY AND REMOVAL OF PROPERTY: Clause 7 is hereby deleted and the following substituted therefor:

"Title to the timber in each payment unit area as defined in the specification shall vest in the Purchaser as and when full and final payment for the timber in payment unit area is made. Delivery shall be at the designated location, and the Purchaser shall remove the property at his expense. The Purchaser shall reimburse the Government for any damage to Government property caused by the removal operations of the Purchaser. If the Purchaser fails to remove the property as and when instructed, the Government shall have the right to charge the Purchaser and collect upon demand a reasonable storage charge if the property is stored on premises owned or controlled by the Government, or store the property elsewhere for the Purchaser's account, and all costs incident to such storing, including but not limited to handling and moving charges, shall be borne and paid by the Purchaser."

3. EQUAL OPPORTUNITY (1978 SEP)

(If during any twelve (12) month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded Federal contracts and/or subcontracts which have an aggregate value in excess of \$10,000, the Contractor shall comply with (1) through (7) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24 1965, as amended by Executive Order No.11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. (ASPR 7-103.18)

4. CONVICT LABOR: In connection with the performance of work under this contract, the Purchaser (or Contractor) agrees not to employ any person undergoing sentence of imprisonment at hard labor.

5. WORK OUTSIDE OF REGULAR HOURS: If the Purchaser desires to carry on his work outside of regular hours or on weekends or holidays, he may submit application to the OICC but shall allow ample time to enable satisfactory arrangement to be made by the Government for inspection and for providing necessary gate service.

6. SECURITY REQUIREMENTS: No employee or representative of the Purchaser will be admitted to the site of the work unless he furnishes satisfactory proof that he is a citizen of the United States or if an alien, his residence within the United States is legal. The Purchaser shall provide, in writing, and without cost to the Government, all information concerning identification and citizenship of the employees as required by the OICC. All vehicles will have properly displayed passes which will be furnished by the OICC.

7. FIRE PREVENTION AND PROTECTION: The Purchaser shall take all necessary precautions for the prevention of forest fires and shall take immediate steps to suppress all fires resulting from his operation. The Purchaser shall maintain at the site of the work, in suitable tool boxes, a sufficient number of hand fire tools so that each employee can be supplied with an axe and a shovel in case of fire. No smoking will be permitted in restricted areas. Flame permits shall be obtained from the OICC prior to performing any burning operations. All fires, whether accidental or not, shall be reported immediately to the OICC. Any and all expense incurred by the Government in the process of extinguishing fires resulting from the negligence or fault of the Purchaser shall be reimbursed in full to the Government by the Purchaser.

8. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS (1972 MAY):

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the DISPUTES clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owned by the Government shall be payable to the Contractor. Such interest shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board from the date the Contractor furnishes to the Contracting Officer his written appeal pursuant to the DISPUTES clause of this contract, to the date of (i) a final judgment by a court of competent jurisdiction, or (ii) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a Board of Contract Appeals.

(b) Notwithstanding (a) above, (i) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal; and (ii) interest shall not be paid for any periods of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a Board of Contract Appeals or a court of competent jurisdiction. (ASPR 7-104.82)

9. SMALL BUSINESS CONCERN: A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

10. MANDATORY INSURANCE COVERAGE:

(a) Within 15 days after the award of this contract, the successful bidder shall furnish to the OICC a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

<u>Type of Insurance</u>	<u>COVERAGE</u>		
	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability	\$100,000	\$300,000	\$10,000
2. Automobile Liability	\$100,000	\$300,000	\$10,000
3. Workmen's Compensation	As Required by State Law		
4. (Other as required by state law)			

The Comprehensive General and Automobile Liability policies shall contain a provision worded as follows:

'The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy.'

The certificate of all policies shall provide for notice of cancellation to the OICC and the certificates shall indicate that the above provision has been included.

(b) The Prime Contractor shall also furnish a certificate of insurance as evidence of the existence of such coverage for all subcontractors who will work on the job. This certificate shall be furnished not less than five days before such subcontractor forces enter the Government premises.

11. PERFORMANCE BOND: The successful bidder, before the award of the contract, shall post a performance bond on Standard Form 25 in the sum of 25 percent of the entire contract price to cover the Purchaser's obligation and undertaking in harvesting and removal of timber under this contract. Such bond will remain in full force and effect during the term of this contract and any extension thereof.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT---OVERTIME COMPENSATION (40 U.S.C. 327-333) (1972 FEB):

NOTE: This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.

(a) The Contractor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Contractor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required in paragraph (a). (ASPR 7-602.23(a)(ii))

(c) Withholding for unpaid wages and liquidated damages: The Contracting Officer may withhold from the Government Prime Contractor, from any monies payable on account of work performed by the Contractor, or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts: The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records: The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

13. QUARANTINE FOR IMPORTED FIRE ANT (7/76): All of Onslow, Jones and Cartaret Counties and portions of Duplin and Craven Counties have been declared a generally infested area by the United States Department of Agriculture for the imported fire ant. Compliance with the quarantine regulations established by this authority as set forth in USDA Quarantine No. 81 dated 9 October 1970, and USDA Publication 301.81-2A of 23 July 1976, is required for operations hereunder. Pertinent requirements of the quarantine for materials, originating on the Camp Lejeune reservation and the Marine Corps Air Station (Helicopter), New River, which are to be transported outside the Onslow County or adjacent suppression areas, include the following:

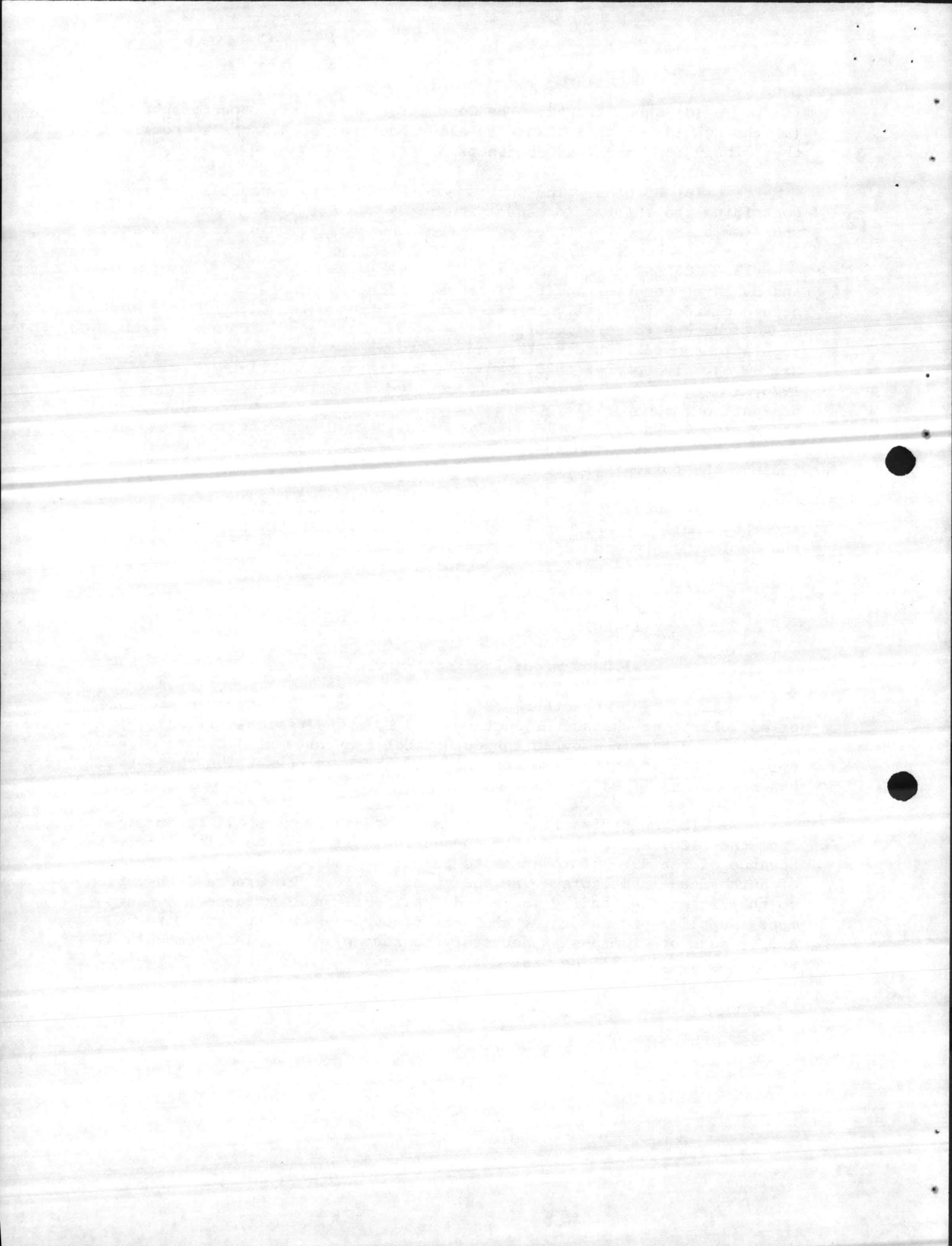
(a) Certification is required for the following articles, and they shall not be moved from the reservation to any point outside the Onslow County and adjacent designated areas unless accompanied by a valid inspection certificate issued by an authorized imported fire ant inspector:

(1) Bulk soil.

(2) Used mechanized soil-moving equipment

(3) Any other products, articles, or means of conveyance of any character whatsoever, not covered by sub-divisions (1) and (2), when it is determined by an inspector that they present a hazard of spread of the imported fire ant and the person in possession thereof has been so notified.

(b) Authorization for movement of equipment shall be obtained from the OICC, and requests for inspection shall be made sufficiently in advance of the date of movement to permit arrangements for the services of authorized inspectors. The equipment shall be prepared and assembled so that it may be readily inspected. All soil on or attached to equipment, supplies and materials shall be removed by washing with water and/or such other means as necessary to accomplish complete removal. Resulting spoil shall be wasted as directed.



SECTION 01013. BIDS

1. INSTRUCTIONS TO BIDDERS: Standard Form 114, January 1970 Edition, Bid and Award, shall be observed in the preparation of bids. Bidders shall affix their names and return addresses in the upper left corner of bid envelopes. Envelopes containing bids must be sealed.

2. BID GUARANTY will be required in the amount of 20 percent of the total amount of the bid. A bid bond on Standard Form 24 may be furnished in lieu of bid deposit.

3. ITEM OF BIDS: Bids shall be submitted, in triplicate, on Standard Form 114-B, upon the following item:

Item 1. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:

<u>Classification of Work</u>	<u>Estimated Quantities</u>	<u>Unit Price</u>	<u>Total Price</u>
Mixed pine and hardwood	179,014.25 FT ³		

THE FOREGOING ESTIMATED VOLUMES ARE NOT GUARANTEED. It is the responsibility of each prospective bidder to satisfy himself as to the quantity and quality of wood products to be removed. The timber is to be sold on a lump sum basis.

4. THE UNIT AND TOTAL PRICES for various items in the schedule above shall be deemed to include all costs required for the entire work, complete in accordance with the specification, including all materials, labor, equipment, tools, supervision and related items.

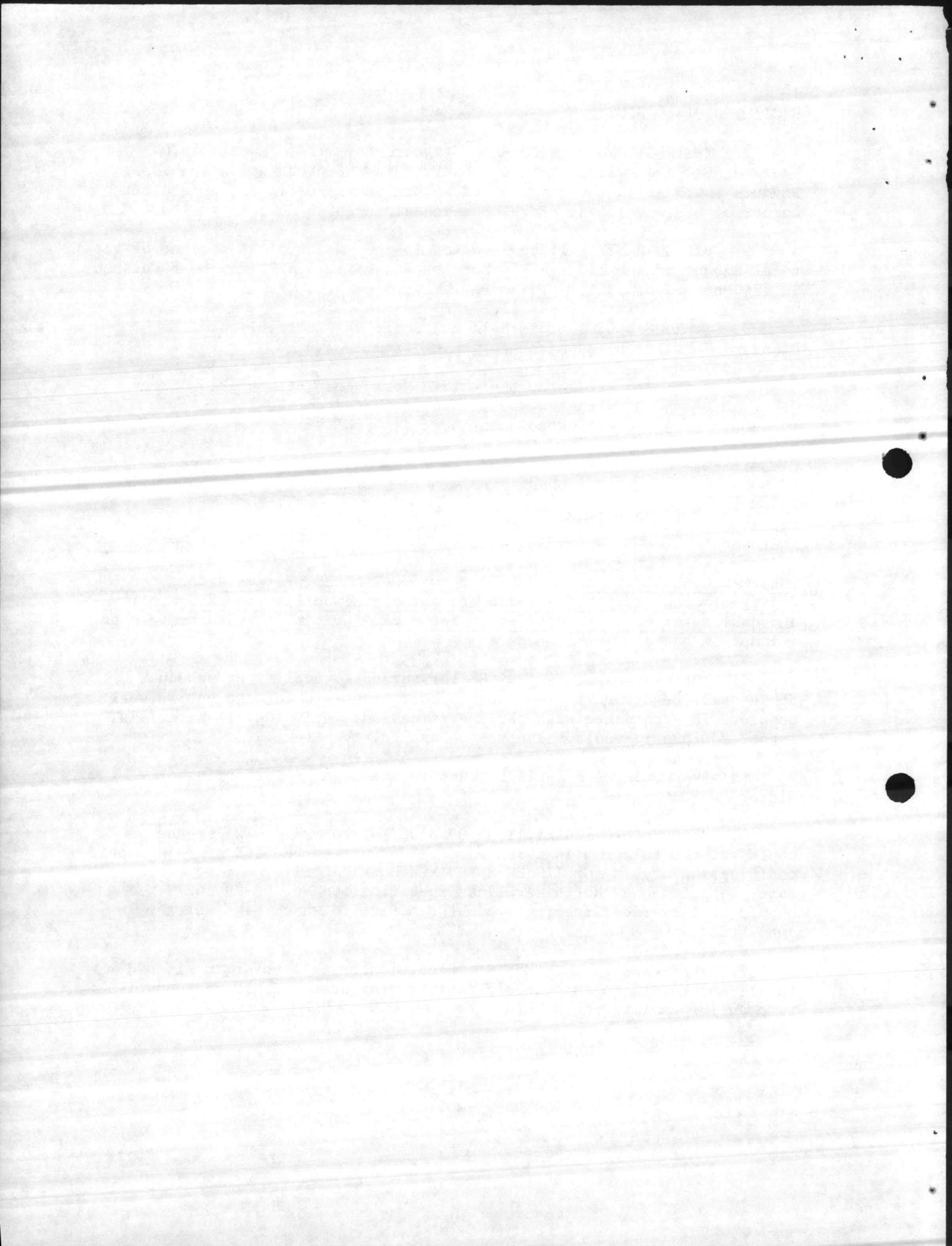
5. AWARD, IF MADE, will be made to the highest conforming bidder on Item 1.

6. TELEGRAPHIC MODIFICATION OF BIDS may be made. Two signed copies of the telegram in a sealed envelope marked "Copies of telegraphic modification of bid for TIMBER SALE, NEW HOSPITAL SITE, Marine Corps Base, Camp Lejeune, North Carolina, Specification No. 05-79-2657" should be forwarded immediately to the office to which bids were submitted.

7. REFERENCE TO AMENDMENTS: Each bidder shall refer in his bid to all amendments to this specification. Failure to do so may constitute an informality in the bid.

END

05-79-2657
01013 - 1



DIVISION 2. TIMBER HARVESTING

Section 02000. DETAIL REQUIREMENTS

1. GENERAL REQUIREMENTS: The work includes the removal of decks of mixed pine hardwood timber. Wood products will be removed from the Base through gates and/or roads designated by the Officer in Charge of Construction.

2. SCOPE OF WORK: The Purchaser will furnish all necessary equipment and perform all labor required for the removal of timber from the project in accordance with the specifications.

3. MARKED TREES: The designated timber to be removed is decked at various locations throughout the construction area. No standing timber will be removed without written permission of the OICC. Any dispute as to whether a tree should be harvested is subject to the decision of the Officer in Charge of Construction. All standing trees cut shall be paid for as specified under "Damages to Standing Timber" unless prior written approval is given for their removal.

4. QUANTITIES: The following is a summary of the volumes of timber offered for sale. These volumes both quantity and quality are not guaranteed. It is the responsibility of each bidder to satisfy himself as to the quality and quantity of the wood products to be removed. The total volume is based on the sum of the cubic foot volume of each deck including air space in the deck.

<u>STACK NUMBER</u>	<u>CUBIC FOOT VOLUME</u>
A	13,130.56
B	13,159.41
C	27,115.59
D	23,839.73
E	8,365.82
F	2,600.82
G	26,554.85
H	3,547.12
I	4,075.54
J	17,577.66
K	8,167.12
L	4,111.38
M	2,530.58
N	3,960.56
O	2,071.00
P	956.25
Q	1,383.75
R	4,704.82
S	6,958.13
T	4,203.56
	<u>179,014.25</u>

5. CUTTING: No standing trees shall be cut without written permission of the OICC.

6. SLASH DISPOSAL: All timber not utilized shall be lopped so that no portion of timber is more than three feet above the surface of the ground. Lopping will be done as the cutting progresses. Woods roads, paths, logging trails and fire breaks will be clean and passable at all times. No refuse shall be left on the right-of-way of any communication line, power line, gas line, or any utility right-of-way.

7. DAMAGE TO STANDING TIMBER: All trees not decked for removal that have been cut or excessively damaged (including fire damage) in the opinion of the Officer in Charge of Construction by careless operations of the purchaser shall be paid for at the rate of \$0.25 per diameter inch for trees up to 12.0 inches in diameter outside bark (DOB) across the stump, if cut, or 4-1/2 feet above ground, if uncut, \$1.00 per diameter inch for trees between 12.1 inches and 18 inches; and \$2.00 per diameter inch for trees 18.1 inches in diameter and larger. When directed by the Officer in Charge of Construction the damaged trees shall be salvaged. Stumpage damaged by fire caused by the negligence or fault of the purchaser shall be cut. The Government will mark and tally such stumpage and the purchaser will remove it from the base. Payment which will occur prior to harvest for such fire damaged products shall be made by the purchaser at double the bid price. The removal of timber under this contract shall be accomplished by use of conventional and/or specialized logging equipment, when specified, and the application of standard forestry practices currently in use in this area. Work shall be conducted in a manner which minimizes the damage to residual timber, of all species, including natural regeneration. Skidding with wheeled tractors having a blade or frame wider than the width of the wheelbase is prohibited. The use of crawler or tracked equipment in the woods is restricted to (1) the maintenance of established trails currently graded and maintained by the base, (2) the construction and maintenance of necessary new haul roads as approved by the Officer in Charge of Construction, (3) the assistance of disabled vehicles, (4) within the limits of designated areas only for felling trees, with no other use being permitted without prior approval.

8. ADDITIONAL CUTTING OF MERCHANTABLE TIMBER: Merchantable trees which must be removed by the government, but are not a part of an existing contract, may be added to an existing contract if approved by the purchaser and approved by the Officer in Charge of Construction in writing. These additions will be paid for at 100% of the bid price per cubic foot regardless of the product.

9. TEMPORARY FACILITIES: The construction of roads, temporary structures, logging decks, or other improvements for the logging of timber, except for sawmills, will be permitted provided that the plans, locations and arrangements for removal, if necessary, are approved in advance by the Officer in Charge of Construction. Temporary structures for sanitation reasons must be approved by the Officer in Charge of Construction in writing. The purchaser will be required to leave and

enter main roads at designated places in order to protect seeded road shoulders and to use secondary existing roads and turn-offs where available. When secondary roads or turn-offs are not available and grassed road shoulders must be used for access, all possible precautions will be used to prevent damage and an unsightly situation. Damage to roads, road shoulders whether grassed or dirt, or other seeded areas such as wildlife openings shall be repaired by the purchaser so as to restore the area to the condition which existed before use. All protective measures such as gravel for haul and skid roads or road shoulders will be performed by the purchaser before damage becomes severe or unsightly without cost to the government. All roads must be kept clean and passable to two-wheel drive vehicles at all times. Ingress to the area shall be directly from a road and then up and down the area insofar as possible. Egress shall follow the reverse procedure.

10. SANITATION AND CLEAN UP: Adequate sanitation conveniences of an approved type, properly secluded from public observation, shall be constructed and maintained in an approved manner for the use of persons employed on the job. All temporary structures for sanitation purposes must be approved by the Officer in Charge of Construction in writing. The temporary structures and the sale area shall be maintained in a clean and sanitary condition at all times and rubbish, litter, or any type refuse except for logging slash shall be buried in a suitable location so as to prevent the pollution of streams or stream courses, or carried off base and disposed of. After completion of the work and before movement to another location, the purchaser shall remove all temporary structures, tools, materials and dispose of all debris, litter, refuse and clean up the site.

11. PROTECTION OF STREAMS AND STREAMSIDE AREAS: All operations directly or indirectly related to the harvesting of timber will be conducted in a manner to prevent, insofar as possible, damage to stream courses, ditches or streamside zones. No logs shall be hauled, skidded or yarded in or across any stream course without prior approval of the Officer in Charge of Construction or his representative, and logging equipment will not be permitted to cross or enter any stream course or stream side zone outside the logging area without prior approval. Stream courses and ditches shall be cleared of all logs, chunks, slash and debris resulting directly from operations under this contract. Any repair or maintenance which could result in leakage or spillage of oil, fuel or any dangerous substance must be done in such a manner as to prevent it from entering any ditches, streams, or natural drainage. Such work must be done so it is not visible from roads or trails insofar as possible.

12. PREVENTION AND CONTROL OF SOIL EROSION AND SOIL DAMAGE: The purchaser shall take all possible precautions to prevent or minimize soil erosion and/or damage to the soil, including but not limited to:

- a. Prevention of gullyng of roads, skids trails and log landings.
- b. Protection of cover, soil and water conditions in natural or artificial openings.
- c. Stop all logging when soil conditions are such that excessive damage could result to forest soil or forest access roads.

If the contractor does not suspend operations on his own, the Officer in Charge of Construction may suspend logging operations in whole or in part for such period(s) as necessary to prevent excessive damage. Damage attributed to the Contractor operation under this contract which is determined by the Officer in Charge of Construction or his representative to be excessive shall be repaired by the purchaser as soon as practical. In the event the purchaser fails to take prudent corrective action, the Officer in Charge of Construction will specify a date for completion of the work.

13. SAFETY PROCEDURES INVOLVING OVERHEAD LINES: The purchaser shall prevent trees and brush from touching overhead lines and shall inform his personnel of the hazards involved in cutting around overhead lines. If an overhead line is damaged in any way or a power outage results, the purchaser will immediately call the Officer in Charge of Construction reporting time and location of trouble.

14. TIMBER MARKING EQUIPMENT: The purchaser, sub-contractors, agents, servants and employees are prohibited from bringing onto the base, or having in their possession while on the base, paint or equipment for timber marking. Any violation hereunder shall make this contract, at the option of the Officer in Charge of Construction, subject to immediate termination.

15. AUTHORIZED REPRESENTATIVE OF THE PURCHASER: The purchaser shall at all times during his operation under this contract, have present at the job site an individual authorized to receive and take action on instructions given him by the Officer in Charge of Construction or his representative. The purchaser's representative must be a competent individual who is approved by the Officer in Charge of Construction prior to commencement of this contract. If this representative proves incompetent or fails to take action on instructions given him by the Officer in Charge of Construction or his representative the purchaser's representative will be removed at the request of the Officer in Charge of Construction and replaced with a competent representative.

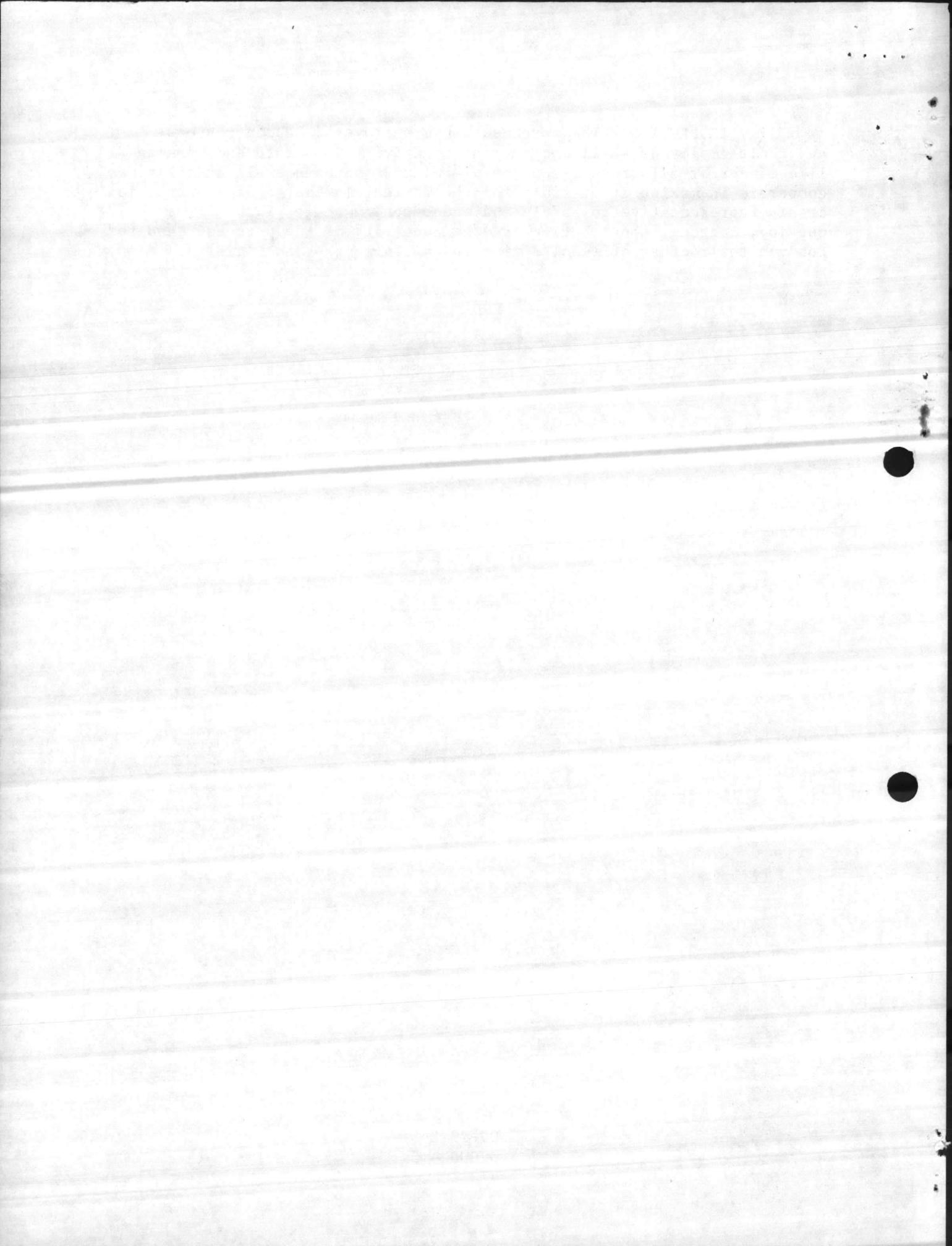
16. ENDANGERED SPECIES: No logging or related activity will be permitted within 200 feet of a red-cockaded woodpecker cavity tree between 1 March and 1 August. In the event a red-cockaded woodpecker cavity tree(s) is/are discovered within the sale area or the vicinity of the sale area, the above logging restrictions shall be applicable for each cavity tree.

17. INSPECTION: The purchaser, his employees, subcontractors and their employees shall conduct their activity in a safe and workman-like manner at all times. The above mentioned persons shall at all times cooperate in making it possible for the Officer in Charge of Construction or his representative to safely and economically scale, inspect the cutting, logging, construction or other activity of the purchaser and to conduct their other official duties in the sale area and vicinity.

END

05-79-2657

02000 - 5



DEPARTMENT OF THE NAVY
OFFICER IN CHARGE
NAVAL FACILITIES ENGINEERING COMMAND CONTRACTS
CAMP LEJEUNE, NORTH CAROLINA 28542

2 Dec 79
completion date

IN REPLY REFER TO:
JAX/02/MLL/lw
N62470-79-S-2657
3 October 1979

From: Officer in Charge of Construction, Jacksonville
North Carolina Area
To: Disbursing Officer, Marine Corps Base, Camp Lejeune,
North Carolina
Subj: Contract N52470-79-S-2657, Timber Sale, New Hospital
Site, Marine Corps Base, Camp Lejeune, North Carolina
Encl: (1) Wachovia Bank & Trust Co, N. A. Official Check No.
55016143 in the amount of \$18,080.44

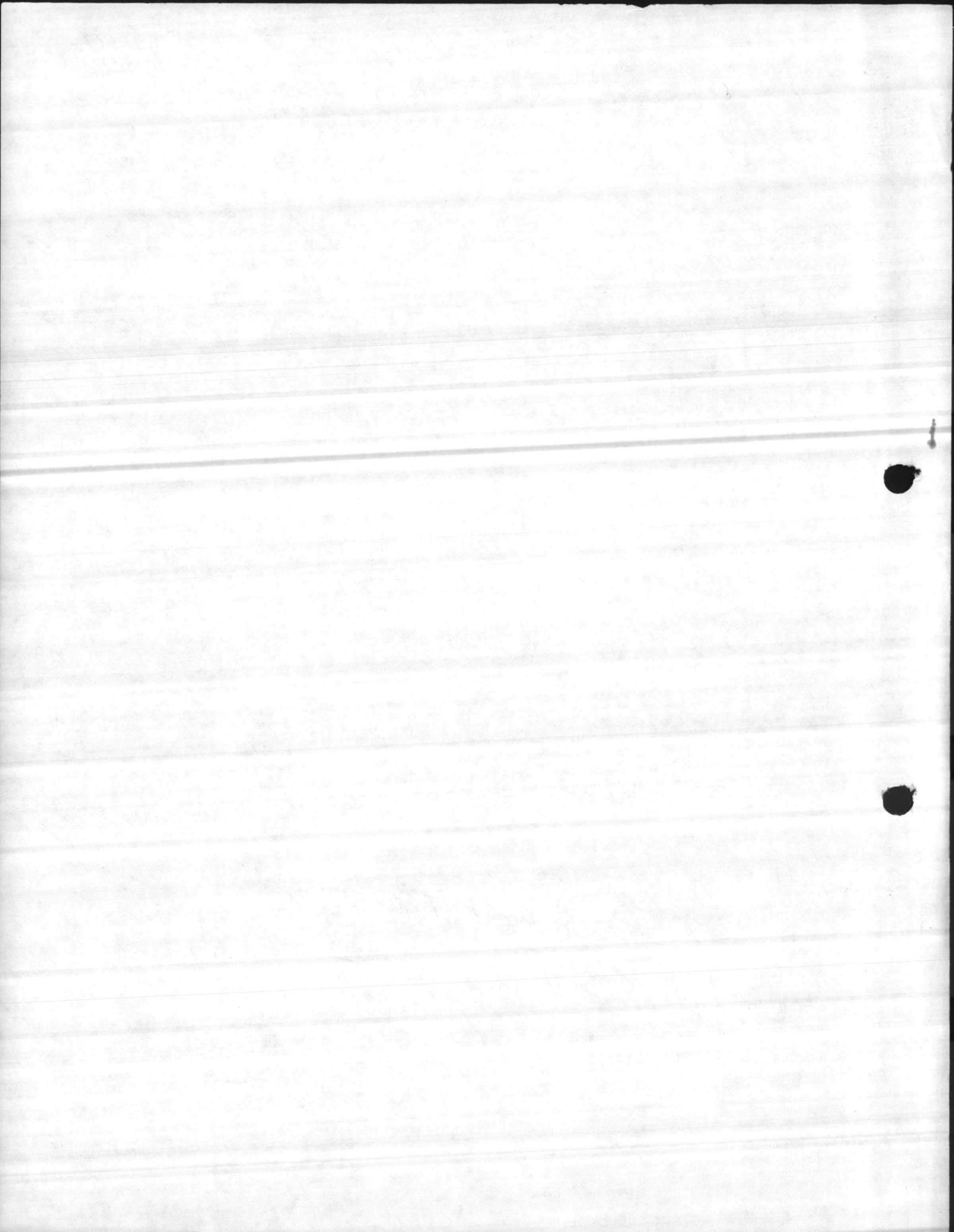
1. Enclosure (1), payment in full for all work under the
subject contract, is forwarded for appropriate action. You
will be advised upon completion of all work.

M. L. ENNETT
By direction

Copies (w/o encl.) to:
Fiscal Officer, MCB, CLNC
Forestry Officer, MCB, CLNC
Commander, LANTDIV, NAVFACENCOM

Pete,
Danny P. brought this over ^(fund 1300) and
indicated Ms Ennett wants you to call her regarding
the construction camp.

Julia



SALE OF GOVERNMENT PROPERTY—BID AND AWARD

INVITATION FOR BIDS NO.
N62470-79-B-2657

PAGE NO. 1 of 2

ISSUED BY
Officer in Charge
Jacksonville North Carolina Area
Marine Corps Base
Camp Lejeune, North Carolina 28542

ADDRESS YOUR BID TO
Officer in Charge
Jacksonville North Carolina Area
Marine Corps Base
Camp Lejeune, North Carolina 28542

FOR INFORMATION CONTACT (Name & tel. no.)

BIDS WILL BE OPENED AT (Place, date and time)

Officer in Charge
Telephone Area Code 919
451-2581

Office of Officer in Charge of Construction
Jacksonville North Carolina Area
Marine Corps Base, Camp Lejeune, North Carolina
25 September 1979

Sealed bids in three cop ies) for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened, subject to: (1) The General Sale Terms and Conditions, SF 114C, dated March 1974.

and such other special terms and conditions attached or incorporated herein by reference and identified as Specification No. 05-79-2657 and Amendment No. 1. (Copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.) (2) BID DEPOSIT IS NOT REQUIRED; IS REQUIRED IN AN AMOUNT NOT LESS THAN 20 % OF THE TOTAL BID, pursuant to Section 01013, Bids, Paragraph 2, of the Specification.

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price set opposite each item, pursuant to Clauses 6 of Std Form 114C and 1 of the Specification, and to remove the property 60 days after date of Award.

BID (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within 60 calendar days

after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$ _____ and attached is the bid deposit, when required by the Invitation, in the form(s) of _____, in the amount of \$ _____.

BIDDER REPRESENTS THAT: (Check appropriate boxes)

- (1) He has, has not, inspected the property on which he is bidding.
- (2) He is, is not, an individual or a small business concern. (See CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.) (Complete the following only if the total amount of the bid(s) exceeds \$25,000.)
- (3) (a) He has, has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see CFR, Title 41, Subpart 101-45.3.)

NAME AND ADDRESS OF BIDDER (Street, city, state & ZIP Code)
(Type or print)

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

SIGNER'S NAME & TITLE (Type or print)

DATE OF BID

TELEPHONE NUMBER:

BIDDER IDENTIFICATION NO. (If applicable):

ACCEPTANCE BY THE GOVERNMENT (This section for Government use only)

ACCEPTED AS TO ITEM(S) NUMBERED

UNITED STATES OF AMERICA

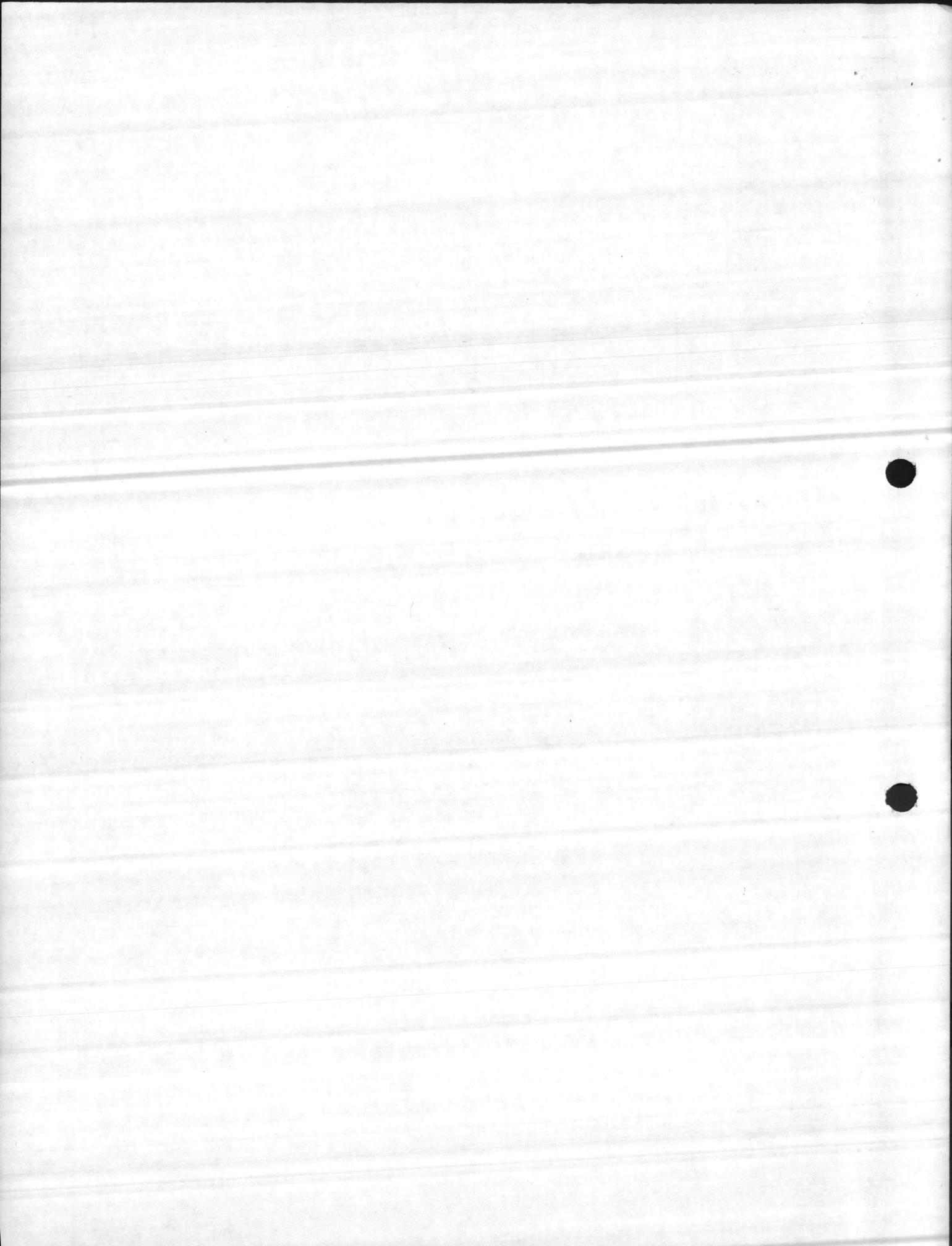
DATE OF ACCEPTANCE

BY
(Contracting Officer)

TOTAL AMOUNT

CONTRACT NUMBER(S)

NAME AND TITLE OF CONTRACTING OFFICER



SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BID

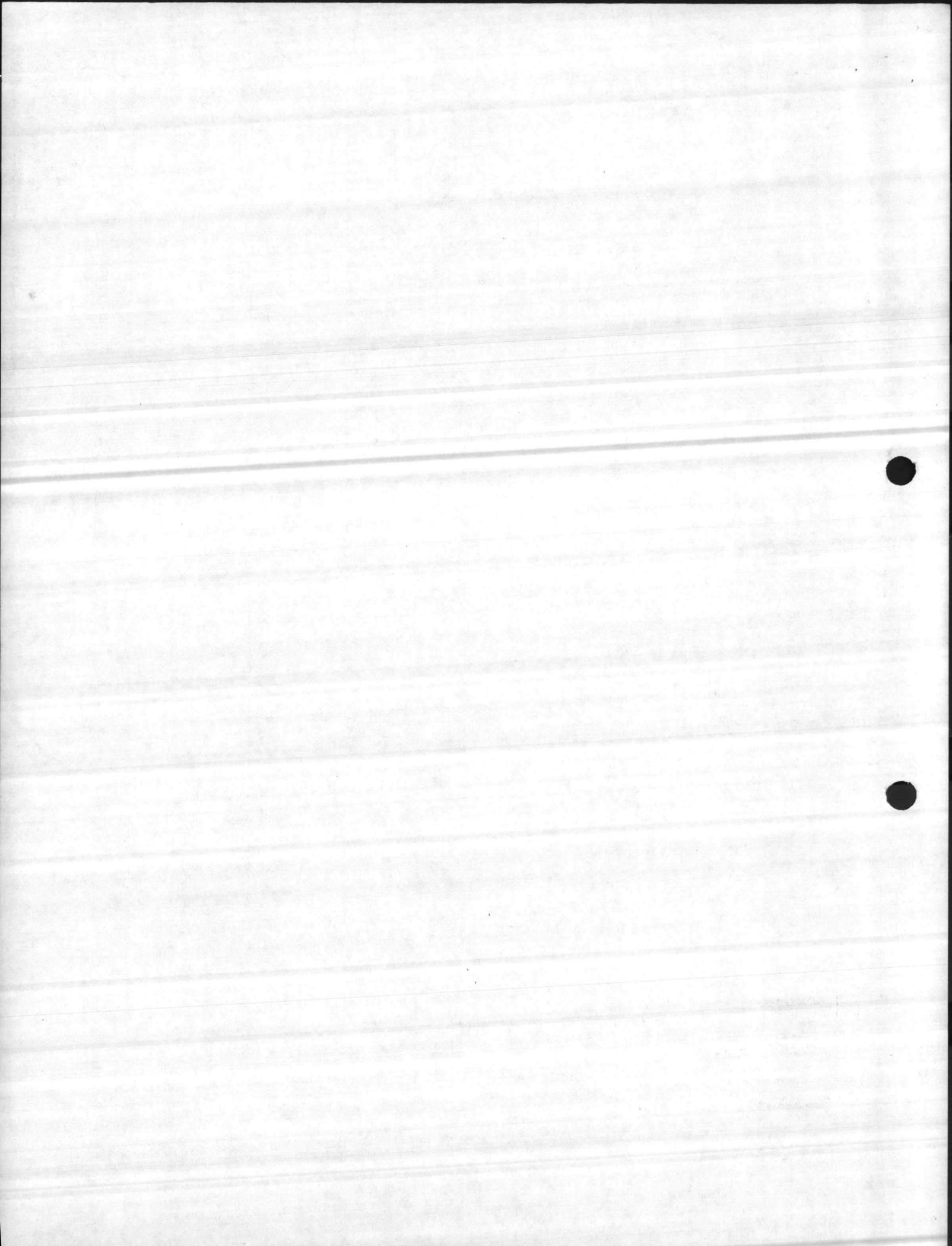
IFB NUMBER
N62470-79-B-2657

PAGE 2 of 2

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
		<u>ESTIMATED</u>					
1.	<p>BASE BID: Price for the entire work, complete, in accordance with the specification, based on the following estimated quantities of work:</p> <p>Mixed pine and hardwood</p>	179,014.25	FT ³				
	<p>Award of the Contract, if made, will be made to the highest conforming bidder on Base Bid.</p>						

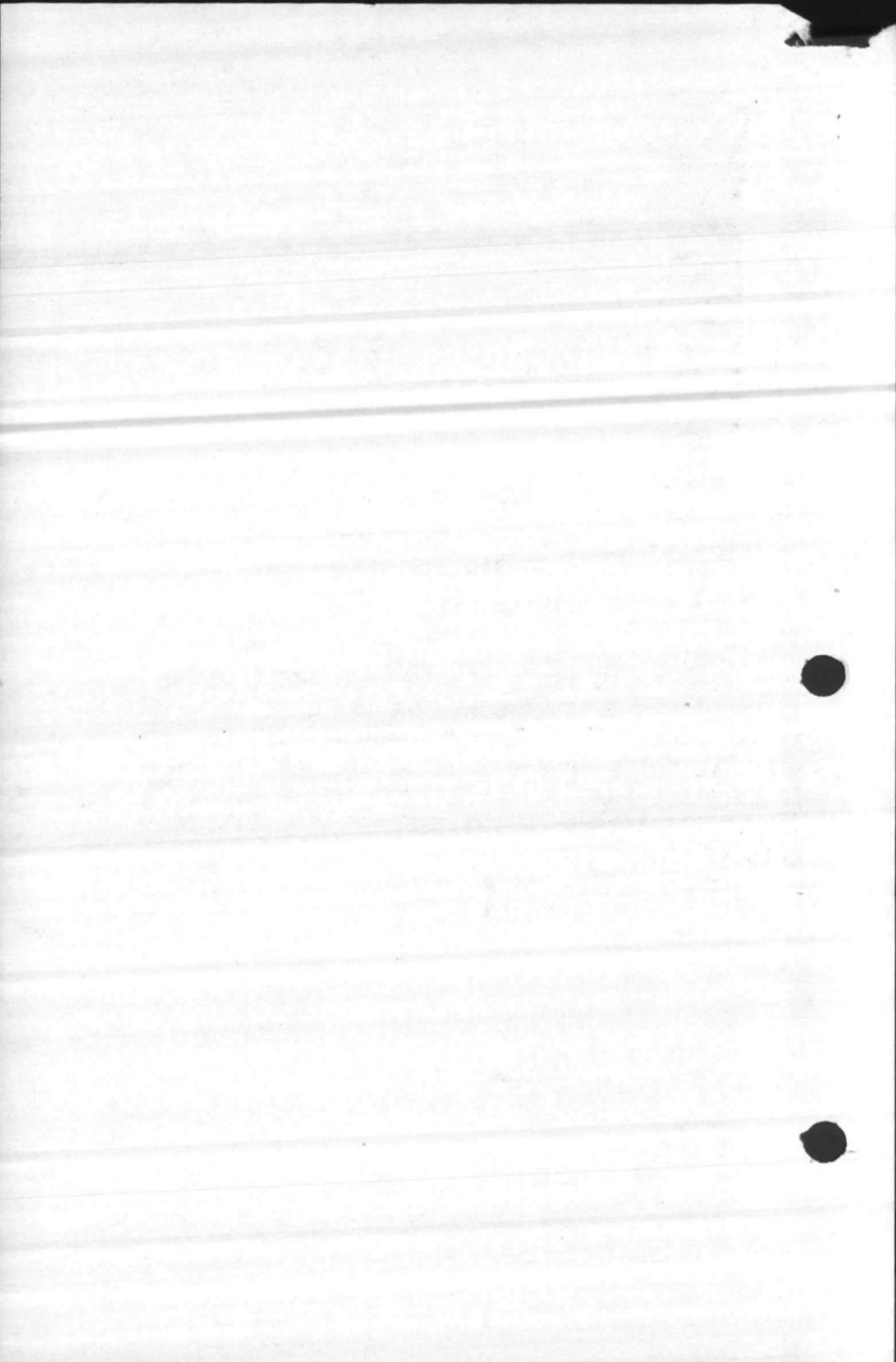
BID NO.—TO BE FILLED IN BY SALES OFFICE

NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)



IMPORTANT

THIS AMENDMENT MUST BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE AMENDMENT MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID. IF YOUR BID HAS BEEN SUBMITTED PRIOR TO THE RECEIPT OF THIS AMENDMENT, ACKNOWLEDGEMENT MAY BE MADE BY TELEGRAM, WHICH SHOULD STATE WHETHER THE PRICE CONTAINED IN YOUR SEALED BID IS TO REMAIN UNCHANGED, IS TO BE DECREASED BY AN AMOUNT, OR IS TO BE INCREASED BY AN AMOUNT. THE ACKNOWLEDGEMENT MUST BE RECEIVED PRIOR TO BID OPENING TIME UNLESS THERE IS EVIDENCE THAT IT MAY BE ACCEPTED PURSUANT TO THE PROVISIONS OF THE DEFENSE ACQUISITION REGULATIONS.



AMENDMENT OF SOLICITATION

1. AMENDMENT NO. 1	2. EFFECTIVE DATE 23 Aug 79	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO. (If applicable) Spec. No. 05-79-2657
5. ISSUED BY Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542		6. ADMINISTERED BY (If other than block 5)	
7. CONTRACTOR NAME AND ADDRESS <i>(Street, city, county, state, and ZIP Code)</i>		8. AMENDMENT OF SOLICITATION NO. N62470-79-B-2657 Not Yet Issued DATED _____ (See block 9) MODIFICATION OF CONTRACT/ORDER NO. _____ DATED _____ (See block 11)	

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in block 12. 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:
BY ACKNOWLEDGING EACH AMENDMENT ON THE BACK OF BID FORM.
 FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10	Appropriation and Subhead	Obj. Cl.	Bureau Cont. No.	Sub. Allot.	Authorization Acct'g Act'y	Trans. Type	Property Acct'g Act'y	Country	Cost Code	Amount

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
 (a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.
 (b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.
 (c) This Supplemental Agreement is entered into pursuant to authority of _____
 It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT.
TIMBER SALE, NEW HOSPITAL SITE
 at the
Marine Corps Base, Camp Lejeune, North Carolina

DIVISION 1. GENERAL REQUIREMENTS

SECTION 01011. GENERAL PARAGRAPHS

5. TIME OF COMPLETION: Line 2: Change "90" to read "60".

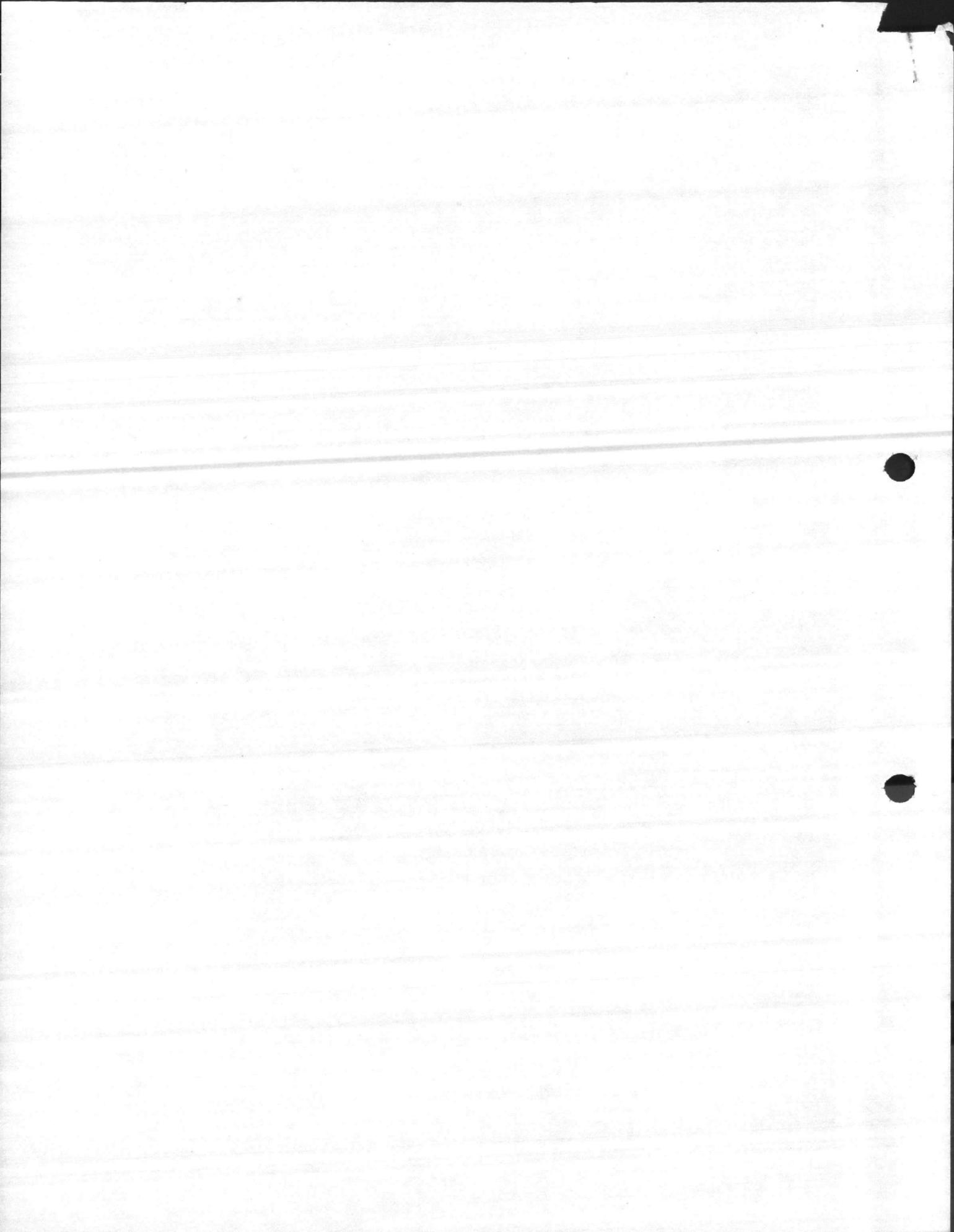
8. METHODS AND SCHEDULES OF PROCEDURES: At the end of this paragraph add the following statement:

"The timber purchaser shall coordinate his hauling operations with the OICC to avoid conflicts with hauling for construction of the new Naval Regional Medical Center."

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. OFFEROR IS NOT REQUIRED <input checked="" type="checkbox"/> TO SIGN THIS DOCUMENT <input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE	
14. NAME OF CONTRACTOR/OFFEROR BY _____ <i>(Signature of person authorized to sign)</i>	17. UNITED STATES OF AMERICA <i>M. L. Ennett</i> BY M. L. ENNETT <i>(Signature of Contracting Officer)</i> By direction
15. NAME AND TITLE OF SIGNER (Type or print)	16. DATE SIGNED
18. NAME OF CONTRACTING OFFICER (Type or print) R. E. CARLSON, LCDR, CEC, USN Officer in Charge of Construction	19. DATE SIGNED 23 Aug 79

for Commander, Naval Facilities
Engineering Command



NOTICE:

Bids to be opened at 2:00 P.M.
25 SEP 1979 at the office of
Officer in Charge of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

NAVFAC
SPECIFICATION
NO. 05-79-2657

TIMBER SALE, NEW HOSPITAL SITE

at the

Marine Corps Base, Camp Lejeune, North Carolina

05-79-2657

CONTENTS

DIVISION

1. GENERAL REQUIREMENTS

SECTION

01011. General Paragraphs

01012. Additional General Provisions (Timber Sales)

01013. Bids

2. TIMBER HARVESTING

SECTION

02000. Detail Requirements

All questions concerning the plans and specifications occurring prior to bid opening shall be presented to the Director of Design Division, Public Works Department, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone 919-451-2213. Questions requiring interpretation of drawings and specifications must be submitted at least seven days before bid opening. Interpretations or modifications to specifications made as a result of questions will be made by amendment only, and unless so done, all bidders should base their bids on the plans and specifications as issued.

All questions pertaining to bidding procedures and for prior appointment to inspect the site of the work before bid opening shall be presented to the Officer in Charge of Construction, Jacksonville, North Carolina Area, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina; telephone 919-451-2581.

DIVISION 1. GENERAL REQUIREMENTS

SECTION 01011. GENERAL PARAGRAPHS

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning of this contract to promote proper timber management practices for sustained yield multiuse benefit of the forest resources at Camp Lejeune.

2. GENERAL DESCRIPTION: The work shall include furnishing all materials, labor and equipment necessary for removing stacked sawtimber and pulpwood, and other incidental related work.

3. LOCATION: The work shall be located at the Marine Corps Base, Camp Lejeune, North Carolina. The exact location will be indicated by the Officer in Charge of Construction (OICC).

4. FORM OF CONTRACT: The contract will be executed on Standard Form 114-A, Sale of Government Property - Bid and Award, and will include Standard Form 114-B, Item Bid Page, and Standard Form 114-C, General Sale Terms and Conditions. Additional General Provisions are attached and become a part of Form 114-C. Disputes Clause No. 19 has been superseded by the new Disputes Clause which is now a part of the regular General Provisions.

Make the following addition to Clause 25 of Standard Form 114-C:

"(d) 'Purchaser' or 'Contractor' means the party signing the contract for purchase of the Government-owned timber."

5. TIME OF COMPLETION: The entire work shall be completed no later than ⁶⁰90 days after award. IN the event work of the Purchaser is interrupted by military training or stopped by the OICC for other reasons, an extension of time may be granted. If an extension is approved, it will be given by the OICC in writing.

6. PLATES ACCOMPANYING SPECIFICATION: The following plates accompany this specification and are a part thereof. The plates are the property of the Government and shall not be used for any purpose other than that contemplated in the specification:

<u>PLATE No.</u>	<u>TITLE</u>
1	Timber Sale, New Hospital Site
2	Timber Sale, Powerline Right-of-Way New Hospital Site to Hadnot Point Substation

7. SAFETY PROGRAM: The Purchaser shall implement a safety program conforming to the requirements of Federal, State and Local laws, rules and regulations. The program shall include, but is not limited to the following:

a. "Occupational Safety and Health Standards", which can be ordered from the Superintendent of Documents, U. S. Government Printing Office, Washington, D. C. 20402, or be examined at the office where bids are being received.

b. Department of the Army, Corps of Engineers, "General Safety Requirements", which may be examined at the office where bids are being received.

8. METHODS AND SCHEDULES OF PROCEDURES: The Purchaser shall commence work within 15 days after award of the contract. The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the normal activities of the Base. Before starting any work, the sequence of operations and the methods of conducting the work shall have been approved by the OICC. Before moving on or off the Base or moving from payment unit to another, the Purchaser shall give the OICCC three days notice.

9. PROTECTION AND REPAIRS: The Purchaser shall comply with the fire prevention requirements which can be found in Base Order 11320.1F, CH-1, security rules and regulations of the Base; and shall provide approved means necessary for the protection of all Government and private property, including contents of buildings affected directly or indirectly by his operation. All damage to Government or private property resulting directly or indirectly from the Purchaser's actions shall be repaired or replaced without cost to the Government.

10. ACCIDENT REPORTS: The Purchaser and his subcontractors shall maintain an accurate record of, and shall report to the OICC, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, and equipment incidental to work performed under the contract. The report shall be submitted on Standard Form 92 and shall be in accordance with "Instructions to Contractor for Preparation of Supervisor's Report of Accident". The "Instructions" and the required forms will be furnished by the OICC.

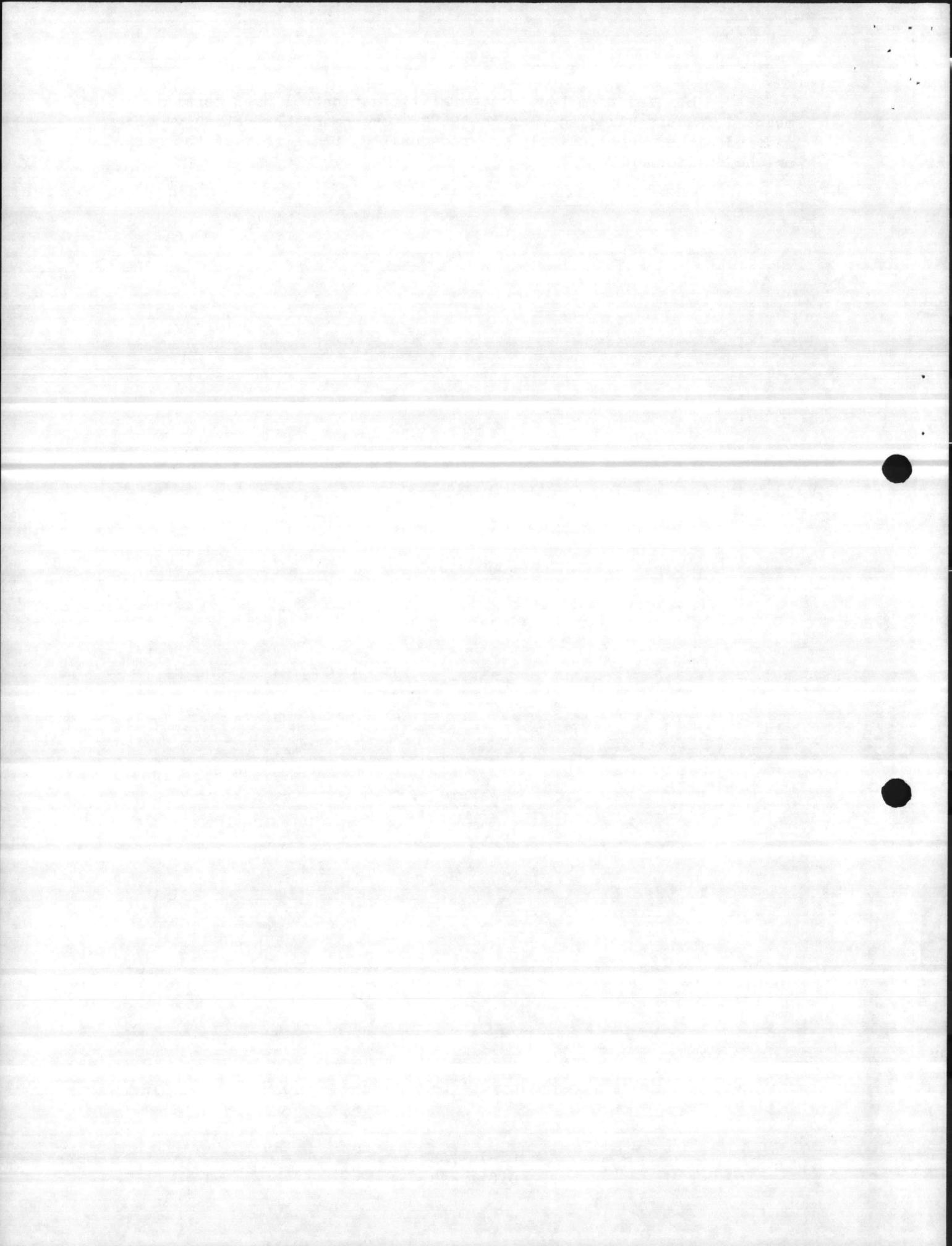
11. EMERGENCY MEDICAL CARE: Only emergency care is available by the Government facilities at Marine Corps Base, Camp Lejeune, to Purchaser employees who suffer on-the-job injury or disease. Emergency care will be rendered at the prevailing rates established in BUMEDINST 6320.4 series. Reimbursement will be made by the Purchaser to the Naval Regional Medical Center Collection Agent upon receipt of a monthly statement.

12. ENVIRONMENTAL LITIGATION:

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, and such order is based solely on acts or omissions of the U. S. Government, such suspension, delay, or interruption shall be considered as if ordered by the Officer in Charge of Construction in the administration of this contract under the terms of Standard Form 114-C, Clause 8, of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation" as used herein means a lawsuit alleging that the U. S. Government has not duly considered either substantively or procedurally, the effect of the work on the environment.

END



SECTION 01012. ADDITIONAL GENERAL PROVISIONS (TIMBER SALES)

1. PAYMENT: Add the following to Clause 6: "Before entering the sale unit for the purpose of harvesting timber, the Contractor must make complete payment for all timber in that unit. The timber is sold on a lump sum basis. Payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the Treasurer of the United States."

2. DELIVERY AND REMOVAL OF PROPERTY: Clause 7 is hereby deleted and the following substituted therefor:

"Title to the timber in each payment unit area as defined in the specification shall vest in the Purchaser as and when full and final payment for the timber in payment unit area is made. Delivery shall be at the designated location, and the Purchaser shall remove the property at his expense. The Purchaser shall reimburse the Government for any damage to Government property caused by the removal operations of the Purchaser. If the Purchaser fails to remove the property as and when instructed, the Government shall have the right to charge the Purchaser and collect upon demand a reasonable storage charge if the property is stored on premises owned or controlled by the Government, or store the property elsewhere for the Purchaser's account, and all costs incident to such storing, including but not limited to handling and moving charges, shall be borne and paid by the Purchaser."

3. EQUAL OPPORTUNITY (1978 SEP)

(If during any twelve (12) month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded Federal contracts and/or subcontracts which have an aggregate value in excess of \$10,000, the Contractor shall comply with (1) through (7) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24 1965, as amended by Executive Order No.11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. (ASPR 7-103.18)

4. CONVICT LABOR: In connection with the performance of work under this contract, the Purchaser (or Contractor) agrees not to employ any person undergoing sentence of imprisonment at hard labor.

5. WORK OUTSIDE OF REGULAR HOURS: If the Purchaser desires to carry on his work outside of regular hours or on weekends or holidays, he may submit application to the OICC but shall allow ample time to enable satisfactory arrangement to be made by the Government for inspection and for providing necessary gate service.

6. SECURITY REQUIREMENTS: No employee or representative of the Purchaser will be admitted to the site of the work unless he furnishes satisfactory proof that he is a citizen of the United States or if an alien, his residence within the United States is legal. The Purchaser shall provide, in writing, and without cost to the Government, all information concerning identification and citizenship of the employees as required by the OICC. All vehicles will have properly displayed passes which will be furnished by the OICC.

7. FIRE PREVENTION AND PROTECTION: The Purchaser shall take all necessary precautions for the prevention of forest fires and shall take immediate steps to suppress all fires resulting from his operation. The Purchaser shall maintain at the site of the work, in suitable tool boxes, a sufficient number of hand fire tools so that each employee can be supplied with an axe and a shovel in case of fire. No smoking will be permitted in restricted areas. Flame permits shall be obtained from the OICC prior to performing any burning operations. All fires, whether accidental or not, shall be reported immediately to the OICC. Any and all expense incurred by the Government in the process of extinguishing fires resulting from the negligence or fault of the Purchaser shall be reimbursed in full to the Government by the Purchaser.

8. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS (1972 MAY):

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the DISPUTES clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owned by the Government shall be payable to the Contractor. Such interest shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board from the date the Contractor furnishes to the Contracting Officer his written appeal pursuant to the DISPUTES clause of this contract, to the date of (i) a final judgment by a court of competent jurisdiction, or (ii) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a Board of Contract Appeals.

(b) Notwithstanding (a) above, (i) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal; and (ii) interest shall not be paid for any periods of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a Board of Contract Appeals or a court of competent jurisdiction. (ASPR 7-104.82)

9. SMALL BUSINESS CONCERN: A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

10. MANDATORY INSURANCE COVERAGE:

(a) Within 15 days after the award of this contract, the successful bidder shall furnish to the OICC a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

<u>Type of Insurance</u>	<u>COVERAGE</u>		
	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability	\$100,000	\$300,000	\$10,000
2. Automobile Liability	\$100,000	\$300,000	\$10,000
3. Workmen's Compensation	As Required by State Law		
4. (Other as required by state law)			

The Comprehensive General and Automobile Liability policies shall contain a provision worded as follows:

'The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy.'

The certificate of all policies shall provide for notice of cancellation to the OICC and the certificates shall indicate that the above provision has been included.

(b) The Prime Contractor shall also furnish a certificate of insurance as evidence of the existence of such coverage for all subcontractors who will work on the job. This certificate shall be furnished not less than five days before such subcontractor forces enter the Government premises.

11. PERFORMANCE BOND: The successful bidder, before the award of the contract, shall post a performance bond on Standard Form 25 in the sum of 25 percent of the entire contract price to cover the Purchaser's obligation and undertaking in harvesting and removal of timber under this contract. Such bond will remain in full force and effect during the term of this contract and any extension thereof.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT---OVERTIME COMPENSATION (40 U.S.C. 327-333) (1972 FEB):

NOTE: This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.

(a) The Contractor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Contractor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required in paragraph (a). (ASPR 7-602.23(a)(ii))

(c) Withholding for unpaid wages and liquidated damages: The Contracting Officer may withhold from the Government Prime Contractor, from any monies payable on account of work performed by the Contractor, or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts: The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records: The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

13. QUARANTINE FOR IMPORTED FIRE ANT (7/76): All of Onslow, Jones and Cartaret Counties and portions of Duplin and Craven Counties have been declared a generally infested area by the United States Department of Agriculture for the imported fire ant. Compliance with the quarantine regulations established by this authority as set forth in USDA Quarantine No. 81 dated 9 October 1970, and USDA Publication 301.81-2A of 23 July 1976, is required for operations hereunder. Pertinent requirements of the quarantine for materials, originating on the Camp Lejeune reservation and the Marine Corps Air Station (Helicopter), New River, which are to be transported outside the Onslow County or adjacent suppression areas, include the following:

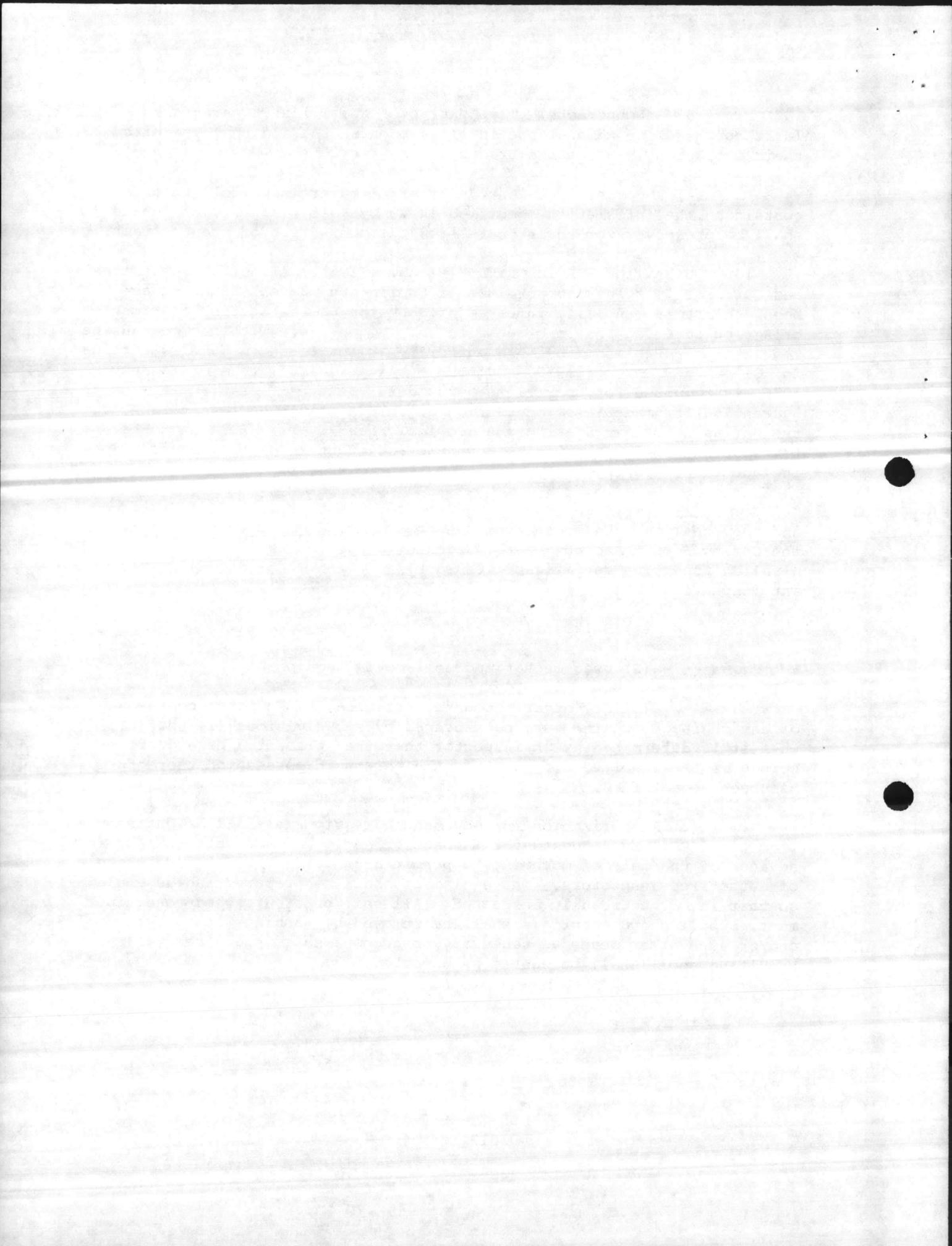
(a) Certification is required for the following articles, and they shall not be moved from the reservation to any point outside the Onslow County and adjacent designated areas unless accompanied by a valid inspection certificate issued by an authorized imported fire ant inspector:

(1) Bulk soil.

(2) Used mechanized soil-moving equipment

(3) Any other products, articles, or means of conveyance of any character whatsoever, not covered by sub-divisions (1) and (2), when it is determined by an inspector that they present a hazard of spread of the imported fire ant and the person in possession thereof has been so notified.

(b) Authorization for movement of equipment shall be obtained from the OICC, and requests for inspection shall be made sufficiently in advance of the date of movement to permit arrangements for the services of authorized inspectors. The equipment shall be prepared and assembled so that it may be readily inspected. All soil on or attached to equipment, supplies and materials shall be removed by washing with water and/or such other means as necessary to accomplish complete removal. Resulting spoil shall be wasted as directed.



SECTION 01013. BIDS

1. INSTRUCTIONS TO BIDDERS: Standard Form 114, January 1970 Edition, Bid and Award, shall be observed in the preparation of bids. Bidders shall affix their names and return addresses in the upper left corner of bid envelopes. Envelopes containing bids must be sealed.

2. BID GUARANTY will be required in the amount of 20 percent of the total amount of the bid. A bid bond on Standard Form 24 may be furnished in lieu of bid deposit.

3. ITEM OF BIDS: Bids shall be submitted, in triplicate, on Standard Form 114-B, upon the following item:

Item 1. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work'

<u>Classification of Work</u>	<u>Estimated Quantities</u>	<u>Unit Price</u>	<u>Total Price</u>
Mixed pine and hardwood	179,014.25 FT ³		

THE FOREGOING ESTIMATED VOLUMES ARE NOT GUARANTEED. It is the responsibility of each prospective bidder to satisfy himself as to the quantity and quality of wood products to be removed. The timber is to be sold on a lump sum basis.

4. THE UNIT AND TOTAL PRICES for various items in the schedule above shall be deemed to include all costs required for the entire work, complete in accordance with the specification, including all materials, labor, equipment, tools, supervision and related items.

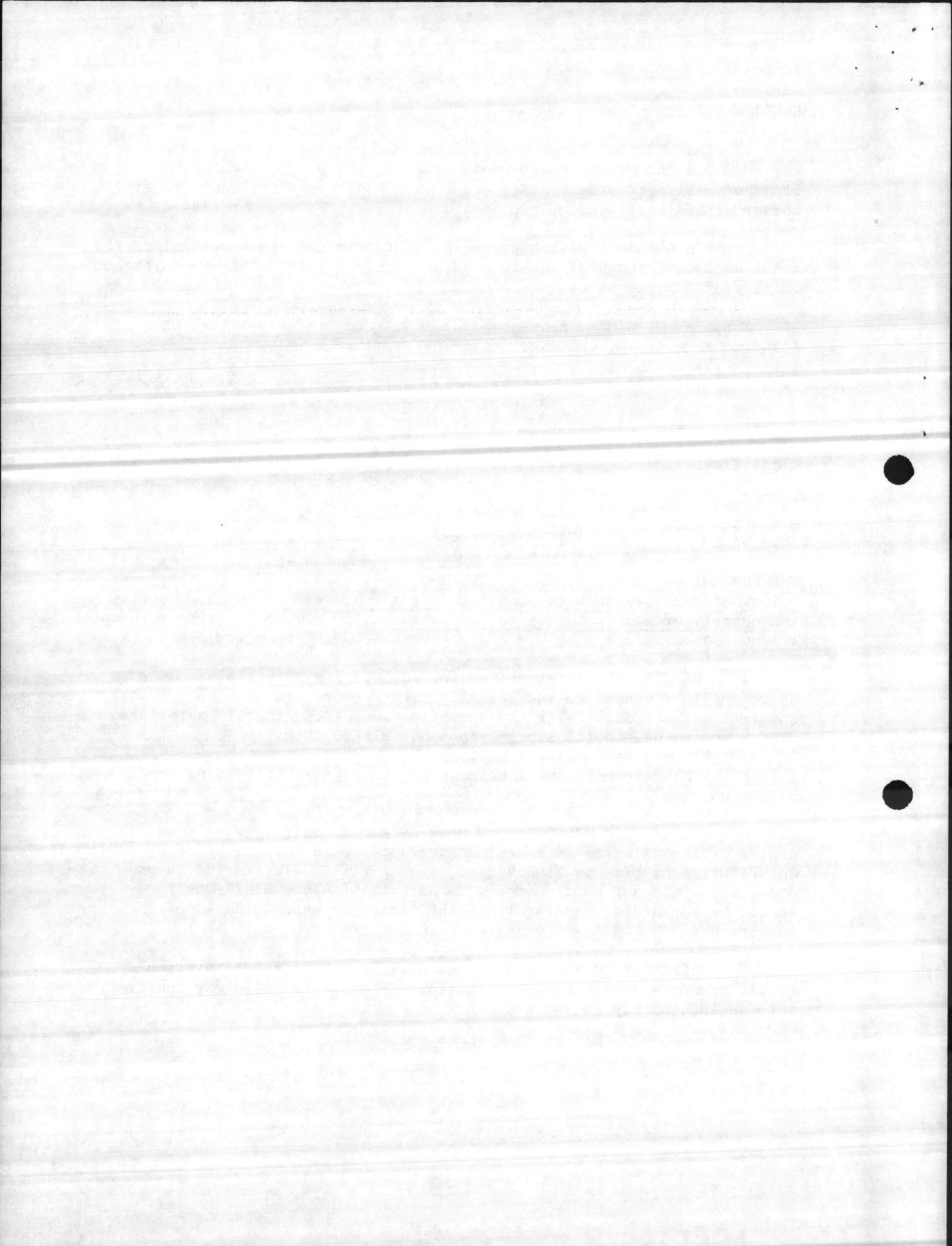
5. AWARD, IF MADE, will be made to the highest conforming bidder on Item 1.

6. TELEGRAPHIC MODIFICATION OF BIDS may be made. Two signed copies of the telegram in a sealed envelope marked "Copies of telegraphic modification of bid for TIMBER SALE, NEW HOSPITAL SITE, Marine Corps Base, Camp Lejeune, North Carolina, Specification No. 05-79-2657" should be forwarded immediately to the office to which bids were submitted.

7. REFERENCE TO AMENDMENTS: Each bidder shall refer in his bid to all amendments to this specification. Failure to do so may constitute an informality in the bid.

END

05-79-2657
01013 - 1



DIVISION 2. TIMBER HARVESTING

Section 02000. DETAIL REQUIREMENTS

1. GENERAL REQUIREMENTS: The work includes the removal of decks of mixed pine hardwood timber. Wood products will be removed from the Base through gates and/or roads designated by the Officer in Charge of Construction.

2. SCOPE OF WORK: The Purchaser will furnish all necessary equipment and perform all labor required for the removal of timber from the project in accordance with the specifications.

3. MARKED TREES: The designated timber to be removed is decked at various locations throughout the construction area. No standing timber will be removed without written permission of the OICC. Any dispute as to whether a tree should be harvested is subject to the decision of the Officer in Charge of Construction. All standing trees cut shall be paid for as specified under "Damages to Standing Timber" unless prior written approval is given for their removal.

4. QUANTITIES: The following is a summary of the volumes of timber offered for sale. These volumes both quantity and quality are not guaranteed. It is the responsibility of each bidder to satisfy himself as to the quality and quantity of the wood products to be removed. The total volume is based on the sum of the cubic foot volume of each deck including air space in the deck.

<u>STACK NUMBER</u>	<u>CUBIC FOOT VOLUME</u>
A	13,130.56
B	13,159.41
C	27,115.59
D	23,839.73
E	8,365.82
F	2,600.82
G	26,554.85
H	3,547.12
I	4,075.54
J	17,577.66
K	8,167.12
L	4,111.38
M	2,530.58
N	3,960.56
O	2,071.00
P	956.25
Q	1,383.75
R	4,704.82
S	6,958.13
T	4,203.56
	<u>179,014.25</u>

125 $\overline{)179014}$
13
128
510
384

5. CUTTING: No standing trees shall be cut without written permission of the OICC.

6. SLASH DISPOSAL: All timber not utilized shall be lopped so that no portion of timber is more than three feet above the surface of the ground. Lopping will be done as the cutting progresses. Woods roads, paths, logging trails and fire breaks will be clean and passable at all times. No refuse shall be left on the right-of-way of any communication line, power line, gas line, or any utility right-of-way.

7. DAMAGE TO STANDING TIMBER: All trees not decked for removal that have been cut or excessively damaged (including fire damage) in the opinion of the Officer in Charge of Construction by careless operations of the purchaser shall be paid for at the rate of \$0.25 per diameter inch for trees up to 12.0 inches in diameter outside bark (DOB) across the stump, if cut, or 4-1/2 feet above ground, if uncut, \$1.00 per diameter inch for trees between 12.1 inches and 18 inches; and \$2.00 per diameter inch for trees 18.1 inches in diameter and larger. When directed by the Officer in Charge of Construction the damaged trees shall be salvaged. Stumpage damaged by fire caused by the negligence or fault of the purchaser shall be cut. The Government will mark and tally such stumpage and the purchaser will remove it from the base. Payment which will occur prior to harvest for such fire damaged products shall be made by the purchaser at double the bid price. The removal of timber under this contract shall be accomplished by use of conventional and/or specialized logging equipment, when specified, and the application of standard forestry practices currently in use in this area. Work shall be conducted in a manner which minimizes the damage to residual timber, of all species, including natural regeneration. Skidding with wheeled tractors having a blade or frame wider than the width of the wheelbase is prohibited. The use of crawler or tracked equipment in the woods is restricted to (1) the maintenance of established trails currently graded and maintained by the base, (2) the construction and maintenance of necessary new haul roads as approved by the Officer in Charge of Construction, (3) the assistance of disabled vehicles, (4) within the limits of designated areas only for felling trees, with no other use being permitted without prior approval.

8. ADDITIONAL CUTTING OF MERCHANTABLE TIMBER: Merchantable trees which must be removed by the government, but are not a part of an existing contract, may be added to an existing contract if approved by the purchaser and approved by the Officer in Charge of Construction in writing. These additions will be paid for at 100% of the bid price per cubic foot regardless of the product.

9. TEMPORARY FACILITIES: The construction of roads, temporary structures, logging decks, or other improvements for the logging of timber, except for sawmills, will be permitted provided that the plans, locations and arrangements for removal, if necessary, are approved in advance by the Officer in Charge of Construction. Temporary structures for sanitation reasons must be approved by the Officer in Charge of Construction in writing. The purchaser will be required to leave and

enter main roads at designated places in order to protect seeded road shoulders and to use secondary existing roads and turn-offs where available. When secondary roads or turn-offs are not available and grassed road shoulders must be used for access, all possible precautions will be used to prevent damage and an unsightly situation. Damage to roads, road shoulders whether grassed or dirt, or other seeded areas such as wildlife openings shall be repaired by the purchaser so as to restore the area to the condition which existed before use. All protective measures such as gravel for haul and skid roads or road shoulders will be performed by the purchaser before damage becomes severe or unsightly without cost to the government. All roads must be kept clean and passable to two-wheel drive vehicles at all times. Ingress to the area shall be directly from a road and then up and down the area insofar as possible. Egress shall follow the reverse procedure.

10. SANITATION AND CLEAN UP: Adequate sanitation conveniences of an approved type, properly secluded from public observation, shall be constructed and maintained in an approved manner for the use of persons employed on the job. All temporary structures for sanitation purposes must be approved by the Officer in Charge of Construction in writing. The temporary structures and the sale area shall be maintained in a clean and sanitary condition at all times and rubbish, litter, or any type refuse except for logging slash shall be buried in a suitable location so as to prevent the pollution of streams or stream courses, or carried off base and disposed of. After completion of the work and before movement to another location, the purchaser shall remove all temporary structures, tools, materials and dispose of all debris, litter, refuse and clean up the site.

11. PROTECTION OF STREAMS AND STREAMSIDE AREAS: All operations directly or indirectly related to the harvesting of timber will be conducted in a manner to prevent, insofar as possible, damage to stream courses, ditches or streamside zones. No logs shall be hauled, skidded or yarded in or across any stream course without prior approval of the Officer in Charge of Construction or his representative, and logging equipment will not be permitted to cross or enter any stream course or stream side zone outside the logging area without prior approval. Stream courses and ditches shall be cleared of all logs, chunks, slash and debris resulting directly from operations under this contract. Any repair or maintenance which could result in leakage or spillage of oil, fuel or any dangerous substance must be done in such a manner as to prevent it from entering any ditches, streams, or natural drainage. Such work must be done so it is not visible from roads or trails insofar as possible.

12. PREVENTION AND CONTROL OF SOIL EROSION AND SOIL DAMAGE:
The purchaser shall take all possible precautions to prevent or minimize soil erosion and/or damage to the soil, including but not limited to:

- a. Prevention of gullying of roads, skids trails and log landings.
- b. Protection of cover, soil and water conditions in natural or artificial openings.
- c. Stop all logging when soil conditions are such that excessive damage could result to forest soil or forest access roads.

If the contractor does not suspend operations on his own, the Officer in Charge of Construction may suspend logging operations in whole or in part for such period(s) as necessary to prevent excessive damage. Damage attributed to the Contractor operation under this contract which is determined by the Officer in Charge of Construction or his representative to be excessive shall be repaired by the purchaser as soon as practical. In the event the purchaser fails to take prudent corrective action, the Officer in Charge of Construction will specify a date for completion of the work.

13. SAFETY PROCEDURES INVOLVING OVERHEAD LINES: The purchaser shall prevent trees and brush from touching overhead lines and shall inform his personnel of the hazards involved in cutting around overhead lines. If an overhead line is damaged in any way or a power outage results, the purchaser will immediately call the Officer in Charge of Construction reporting time and location of trouble.

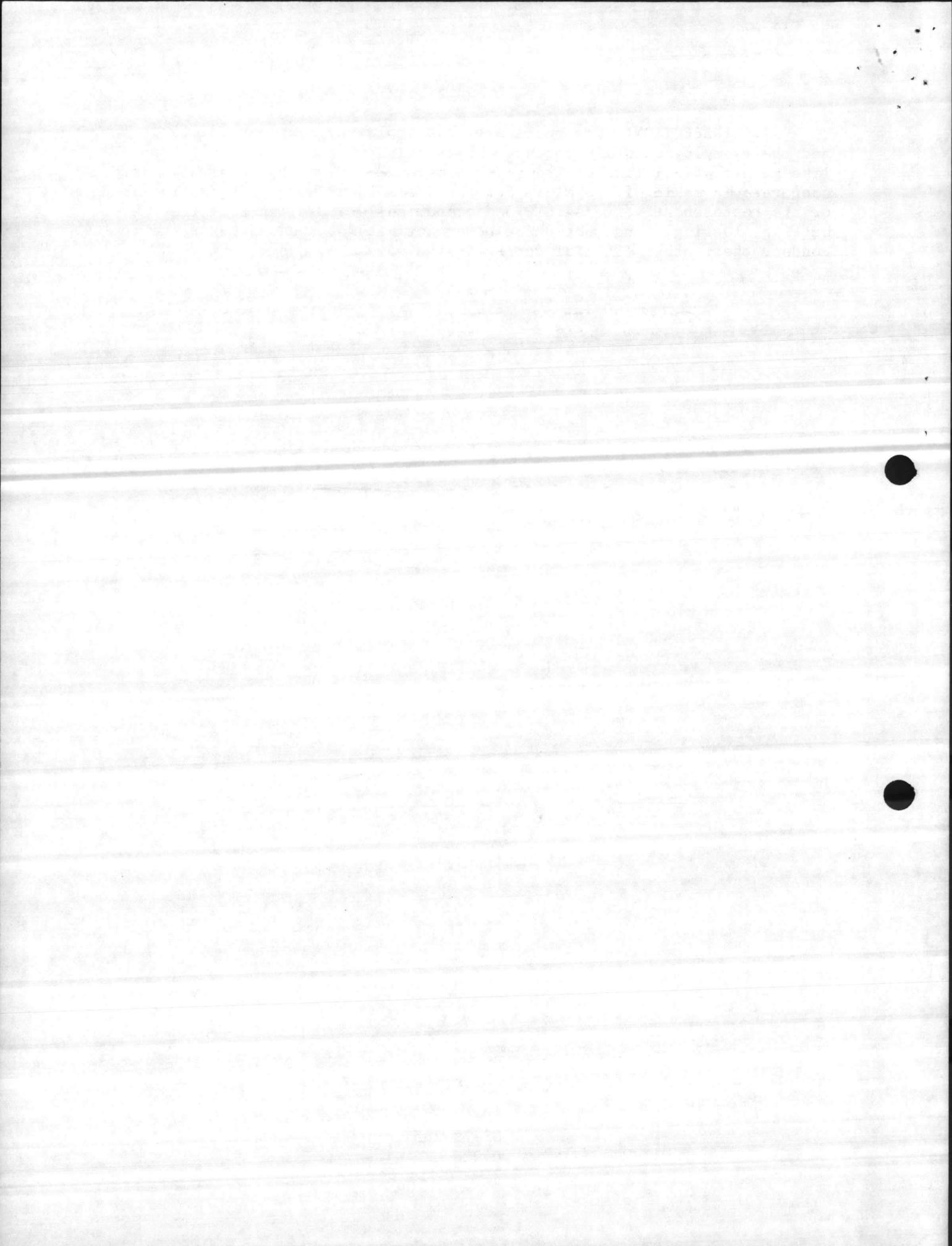
14. TIMBER MARKING EQUIPMENT: The purchaser, sub-contractors, agents, servants and employees are prohibited from bringing onto the base, or having in their possession while on the base, paint or equipment for timber marking. Any violation hereunder shall make this contract, at the option of the Officer in Charge of Construction, subject to immediate termination.

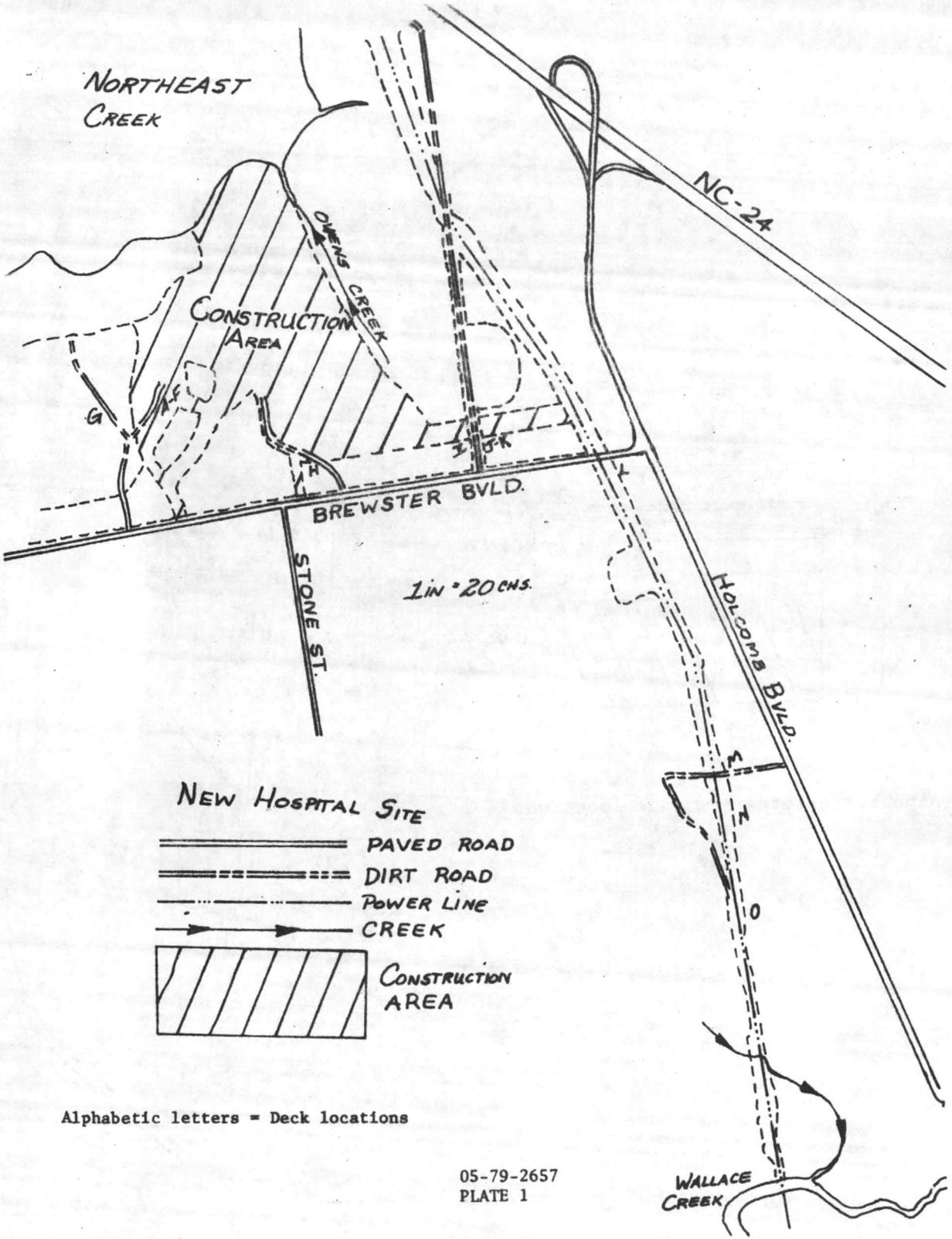
15. AUTHORIZED REPRESENTATIVE OF THE PURCHASER: The purchaser shall at all times during his operation under this contract, have present at the job site an individual authorized to receive and take action on instructions given him by the Officer in Charge of Construction or his representative. The purchaser's representative must be a competent individual who is approved by the Officer in Charge of Construction prior to commencement of this contract. If this representative proves incompetent or fails to take action on instructions given him by the Officer in Charge of Construction or his representative the purchaser's representative will be removed at the request of the Officer in Charge of Construction and replaced with a competent representative.

16. ENDANGERED SPECIES: No logging or related activity will be permitted within 200 feet of a red-cockaded woodpecker cavity tree between 1 March and 1 August. In the event a red-cockaded woodpecker cavity tree(s) is/are discovered within the sale area or the vicinity of the sale area, the above logging restrictions shall be applicable for each cavity tree.

17. INSPECTION: The purchaser, his employees, subcontractors and their employees shall conduct their activity in a safe and workman-like manner at all times. The above mentioned persons shall at all times cooperate in making it possible for the Officer in Charge of Construction or his representative to safely and economically scale, inspect the cutting, logging, construction or other activity of the purchaser and to conduct their other official duties in the sale area and vicinity.

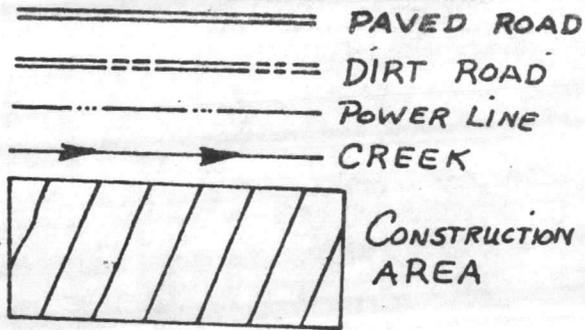
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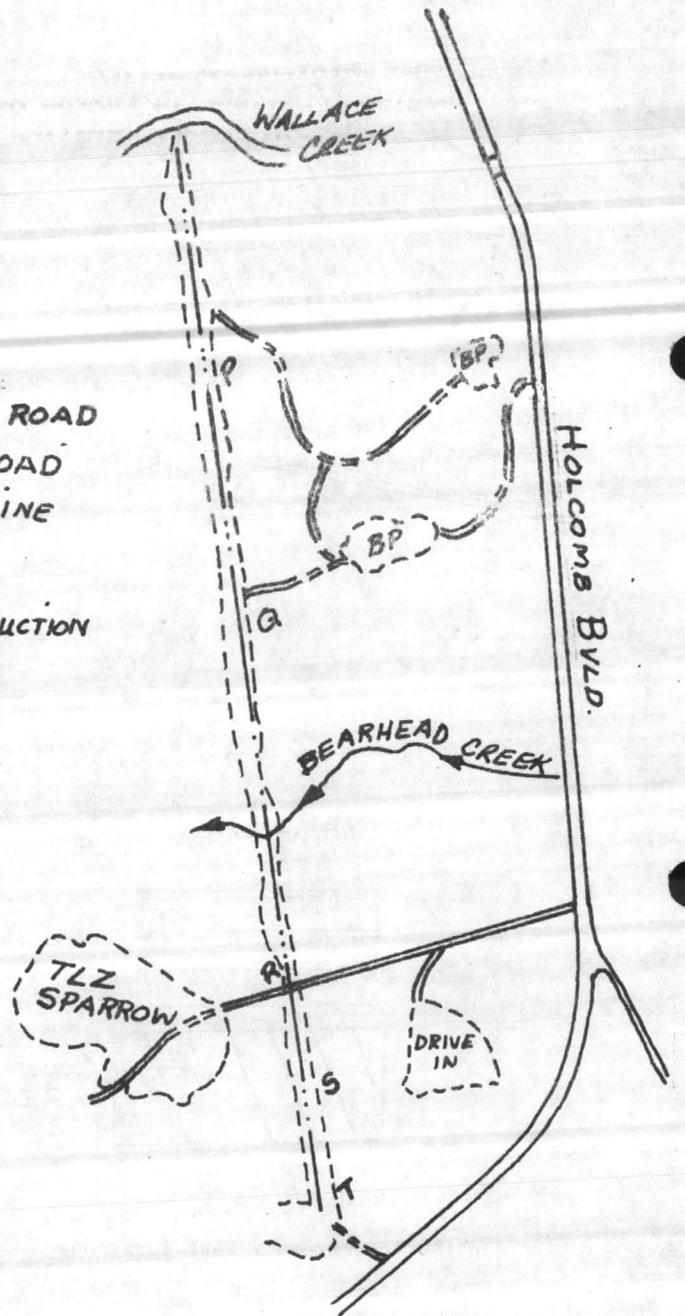


Alphabetic letters = Deck locations

05-79-2657
PLATE 1



Alphabetic letters = Deck locations



BASE MAINTENANCE DEPARTMENT
Marine Corps Base
Camp Lejeune, North Carolina 28542

MAIN/PEB/th
11010
17 July 1979

From: Base Maintenance Officer
To: Resident Officer in Charge of Construction
Jacksonville, North Carolina Area

Subj: Timber Sale; request for

1. The attached is provided for timber sale contract.

JULIAN I. WOOTEN
By direction

Pete Black

P.H.

NOTICE:

Bids to be opened at 2:00 P.M.
at the office of
Officer in Charge of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

NAVFAC
SPECIFICATION
NO. 05-79-2660

NEW HOSPITAL SITE
TIMBER HARVESTING, ~~COMPARTMENT 43~~

at the

Marine Corps Base, Camp Lejeune, North Carolina

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SECTION
02000. Detail Requirements

All questions concerning the plans and specifications occurring prior to bid opening shall be presented to the Director of Design Division, Public Works Department, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone 919-451-2195. Questions requiring interpretation of drawings and specifications must be submitted at least seven days before bid opening. Interpretations or modifications to specifications made as a result of questions will be made by amendment only, and unless so done, all bidders should base their bids on the plans and specifications as issued.

All questions pertaining to bidding procedures and for prior appointment to inspect the site of the work before bid opening shall be presented to the Officer in Charge of Construction, Jacksonville, North Carolina Area, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone 919-451-2581.

DIVISION 1. GENERAL REQUIREMENTS

SECTION 01011. GENERAL PARAGRAPHS

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning of this contract to promote proper timber management practices for sustained yield multiuse benefit of the forest resources at Camp Lejeune.

2. GENERAL DESCRIPTION: The work shall include furnishing all materials, labor and equipment necessary for harvesting sawtimber and pulpwood, and other incidental related work.

3. LOCATION: The work shall be located at the Marine Corps Base, Camp Lejeune, North Carolina. The exact location will be indicated by the Officer in Charge of Construction (OICC).

4. FORM OF CONTRACT: The contract will be executed on Standard Form 114-A, Sale of Government Property - Bid and Award, and will include Standard Form 114-B, Item Bid Page, and Standard Form 114-C, General Sale Terms and Conditions. Additional General Provisions are attached and become a part of Form 114-C.

Make the following addition to Clause 25 of Standard Form 114-C:

"(d) 'Purchaser' or 'Contractor' means the party signing the contract for purchase of the Government-owned timber."

Modify Clause 1 of Additional General Provisions to delete the second sentence "The amount of each payment....unit area." and substitute therefor:

" The Contractor may pay for more than one payment unit at a time or the entire amount of the contract if he so desires. The amount of payment for each paymentunit shall be determined as follows:

(a) Divide the total price bid for pine sawtimber by the total number of pine sawtimber trees marked for removal and multiply the resulting sum by the total number of marked pine sawtimber trees in each payment unit.

(b) Divide the total price bid for pine pulpwood by the total number of pine pulpwood trees marked for removal and multiply the resulting sum by the total number of marked pine pulpwood trees in each payment unit.

(c) Add these sums together to obtain the total payment price for each payment unit area."

5. TIME OF COMPLETION: ~~The entire work shall be completed prior to 31 October 1960.~~ In the event work of the Purchaser is interrupted by military training or stopped by the OICC for other reasons, an extension of time may be granted. If an extension is approved, it will be given by the OICC in writing.

05-79-2660

01011 - 1

THIS TIMBER IS SOLD ON A LUMP SUM BASIS. IT IS SOLD BY CUBIC FEET VOLUME. JIM, I DIDN'T KNOW HOW TO CHANGE THIS SECTION SO I GAVE YOU THE BASIC INFO AND I WILL LET AN EXPERT DO IT.

NO LATER THAN 90 DAYS AFTER AWARDED.

6.. PLATE ACCOMPANYING SPECIFICATION: The following plate accompanies this specification and is a part thereof. The plate is the property of the Government and shall not be used for any purpose other than that contemplated in the specification:

<u>PLATE NO.</u>	<u>TITLE</u>
1+2	Timber Harvesting, Compartment 48 <i>NEW HOSPITAL SITE</i>

7. SAFETY PROGRAM: The Purchaser shall implement a safety program conforming to the requirements of Federal, State and Local laws, rules and regulations. The program shall include, but is not limited to the following:

a. "Occupational Safety and Health Standards", which can be ordered from the Superintendent of Documents, U. S. Government Printing Office, Washington, D. C. 20402, or be examined at the office where bids are being received.

b. Department of the Army, Corps of Engineers, "General Safety Requirements", which may be examined at the office where bids are being received.

8. METHODS AND SCHEDULES OF PROCEDURES: The Purchaser shall commence work within 15 days after award of the contract. The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the normal activities of the Base. Before starting any work, the sequence of operations and the methods of conducting the work shall have been approved by the OICC. Before moving on or off the Base or moving from payment unit to another, the Purchaser shall give the OICCC three days notice.

9. PROTECTION AND REPAIRS: The Purchaser shall comply with the fire prevention requirements which can be found in Base Order 11320.1F, CH-1, security rules and regulations of the Base; and shall provide approved means necessary for the protection of all Government and private property, including contents of buildings affected directly or indirectly by his operation. All damage to Government or private property resulting directly or indirectly from he Purchaser's actions shall be repaired or replaced as soon as practicable without cost to the Government.

10. ACCIDENT REPORTS: The Purchaser and his subcontractors shall maintain an accurate record of, and shall report to the OICC, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, and equipment incidental to work performed under the contract. The report shall be submitted on Standard Form 92 and shall be in accordance with "Instructions to Contractor for Preparation of Supervisor's Report of Accident". The "Instructions" and the required forms will be furnished by the OICC.

11. EMERGENCY MEDICAL CARE: Only emergency care is available by the Government facilities at Marine Corps Base, Camp Lejeune, to Purchaser employees who suffer on-the-job injury or disease. Emergency care will be rendered at the prevailing rates established in BUMEDINST 6320.4 series. Reimbursement will be made by the Purchaser to the Naval Regional Medical Center Collection Agent upon receipt of a monthly statement. A map showing locations of emergency medical care facilities will be provided.

12. ENVIRONMENTAL LITIGATION:

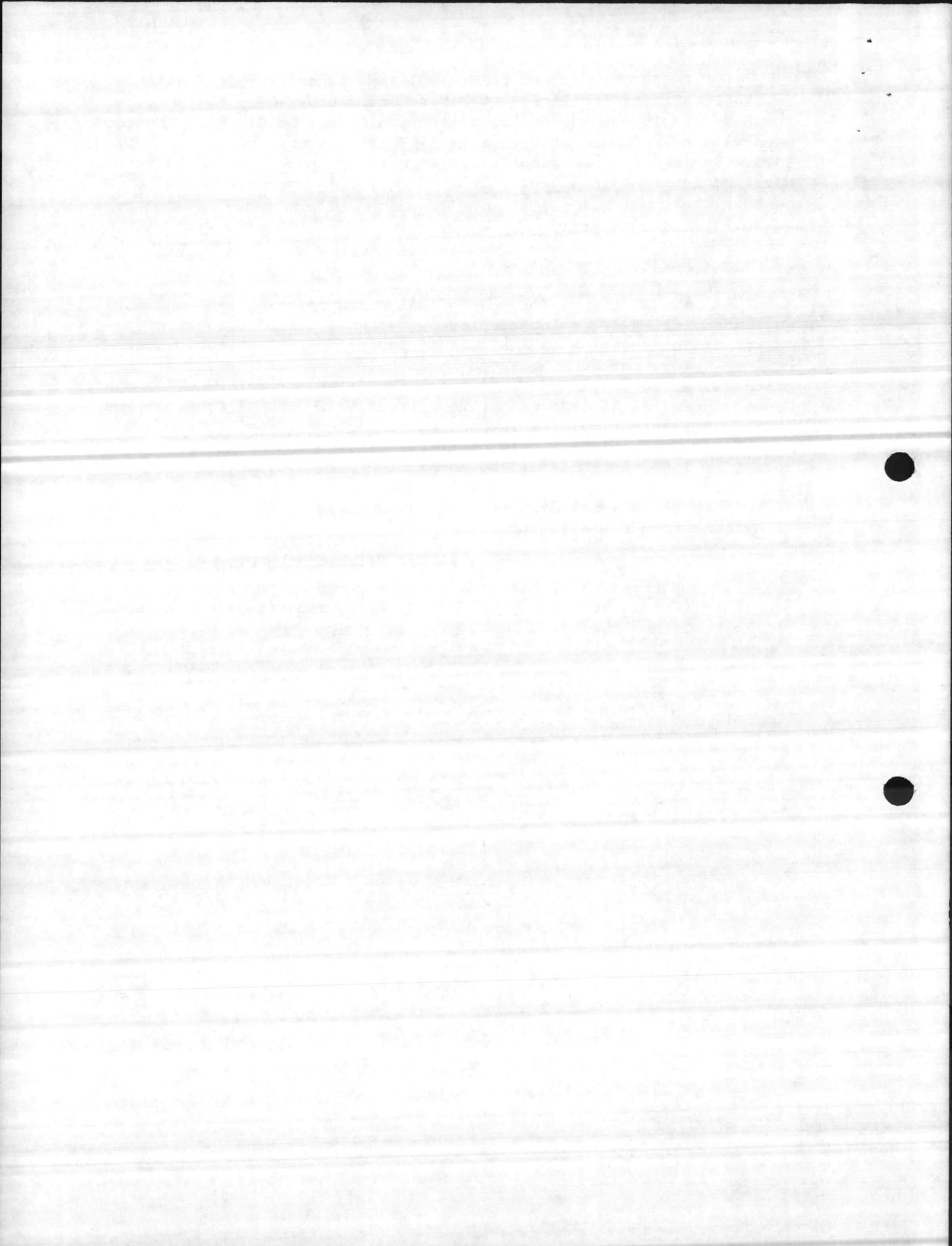
a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, and such order is based solely on acts or omissions of the U. S. Government, such suspension, delay, or interruption shall be considered as if ordered by the Officer in Charge of Construction in the administration of this contract under the terms of Standard Form 114-C, Clause 8, of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation" as used herein means a lawsuit alleging that the U. S. Government has not duly considered either substantively or procedurally, the effect of the work on the environment.

END

05-79-2660

01011 - 3



SECTION 01012. ADDITIONAL GENERAL PROVISIONS (TIMBER SALES)

~~SALE~~ 1. PAYMENT: Add the following to Clause 6: "Before entering a payment unit for the purpose of harvesting timber, the Contractor must make complete payment for all timber in that area. ^{the} The amount of each payment shall be determined by dividing the contract price ^{UNIT.} by the total number of trees to be removed and multiplying the resulting price per tree by the total number of trees designated for removal in each payment unit area. Payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the Treasurer of the United States."

THE TIMBER IS SOLD ON A LUMP SUM BASIS.

2. DELIVERY AND REMOVAL OF PROPERTY: Clause 7 is hereby deleted and the following substituted therefor "Title to the timber in each payment unit area as defined in the specification shall vest in the Purchaser as and when full and final payment for the timber in each payment unit area is made and severance from the stump of such timber is accomplished. Delivery shall be at the designated location, and the Purchaser shall remove the property at his expense. The Purchaser shall reimburse the Government for any damage to Government property caused by the removal operations of the Purchaser. If the Purchaser fails to remove the property as and when instructed, the Government shall have the right to charge the Purchaser and collect upon demand a reasonable storage charge if the property is stored on premises owned or controlled by the Government, or store the property elsewhere for the Purchaser's account, and all costs incident to such storing, including but not limited to handling and moving charges, shall be borne and paid by the Purchaser."

3. EQUAL OPPORTUNITY (1978 SEP)

(If during any twelve (12) month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded Federal contracts and/or subcontracts which have an aggregate value in excess of \$10,000, the Contractor shall comply with (1) through (7) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.)

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. (ASPR 7-103.18)

4. CONVICT LABOR: In connection with the performance of work under this contract, the Purchaser (or Contractor) agrees not to employ any person undergoing sentence of imprisonment at hard labor.

5. WORK OUTSIDE OF REGULAR HOURS: If the Purchaser desires to carry on his work outside of regular hours or on weekends or holidays, he may submit application to the OICC but shall allow ample time to enable satisfactory arrangement to be made by the Government for inspection and for providing necessary gate service.

6. SECURITY REQUIREMENTS: No employee or representative of the Purchaser will be admitted to the site of the work unless he furnishes satisfactory proof that he is a citizen of the United States or if an alien, his residence within the United States is legal. The Purchaser shall provide, in writing, and without cost to the Government, all information concerning identification and citizenship of the employees as required by the OICC. All vehicles will have properly displayed passes which will be furnished by the OICC.

7. FIRE PREVENTION AND PROTECTION: The Purchaser shall take all necessary precautions for the prevention of forest fires and shall take immediate steps to suppress all fires resulting from his operation. The Purchaser shall maintain at the site of the work, in suitable tool boxes, a sufficient number of hand fire tools so that each employee can be supplied with an axe and a shovel in case of fire. No smoking will be permitted in restricted areas. Flame permits shall be obtained from the OICC prior to performing any burning operations. All fires, whether accidental or not, shall be reported immediately to the OICC. Any and all expense incurred by the Government in the process of extinguishing fires resulting from the negligence or fault of the Purchaser shall be reimbursed in full to the Government by the Purchaser.

8. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS (1972 MAY):

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the DISPUTES clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owned by the Government shall be payable to the Contractor. Such interest shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board from the date the Contractor furnishes to the Contracting Officer his written appeal pursuant to the DISPUTES clause of this contract, to the date of (i) a final judgment by a court of competent jurisdiction, or (ii) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a Board of Contract Appeals.

(b) Notwithstanding (a) above, (i) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal; and (ii) interest shall not be paid for any period of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a Board of Contract Appeals or a court of competent jurisdiction. (ASPR 7-104.82)

9. SMALL BUSINESS CONCERN: A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

10. MANDATORY INSURANCE COVERAGE:

(a) Within 15 days after the award of this contract, the successful bidder shall furnish to the OICC a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

<u>Type of Insurance</u>	<u>COVERAGE</u>		
	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability	\$100,000	\$300,000	\$10,000
2. Automobile Liability	\$100,000	\$300,000	\$10,000
3. Workmen's Compensation		As Required by State Law	
4. (Other as required by state law)			

The Comprehensive General and Automobile Liability policies shall contain a provision worded as follows:

'The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy.'

The certificate of all policies shall provide for notice of cancellation to the OICC and the certificates shall indicate that the above provision has been included.

(b) The Prime Contractor shall also furnish a certificate of insurance as evidence of the existence of such coverage for all subcontractors who will work on the job. This certificate shall be furnished not less than five days before such subcontractor forces enter the Government premises.

11. PERFORMANCE BOND: The successful bidder, before the award of the contract, shall post a performance bond on Standard Form 25 in the sum of 25 percent of the entire contract price to cover the Purchaser's obligation and undertaking in harvesting and removal of timber under this contract. Such bond will remain in full force and effect during the term of this contract and any extension thereof.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT---OVERTIME COMPENSATION (40 U.S.C. 327-333) (1972 FEB):

NOTE: This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.

(a) The Contractor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Contractor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required in paragraph (a). (ASPR 7-602.23(a)(ii))

(c) Withholding for unpaid wages and liquidated damages: The Contracting Officer may withhold from the Government Prime Contractor, from any monies payable on account of work performed by the Contractor, or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts: The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records: The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

13. QUARANTINE FOR IMPORTED FIRE ANT (7/76): All of Onslow, Jones and Cartaret Counties and portions of Duplin and Craven Counties have been declared a generally infested area by the United States Department of Agriculture for the imported fire ant. Compliance with the quarantine regulations established by this authority as set forth in USDA Quarantine No. 81 dated 9 October 1970, and USDA Publication 301.81-2A of 23 July 1976, is required for operations hereunder. Pertinent requirements of the quarantine for materials, originating on the Camp Lejeune reservation and the Marine Corps Air Station (Helicopter), New River, which are to be transported outside the Onslow County or adjacent suppression areas, include the following:

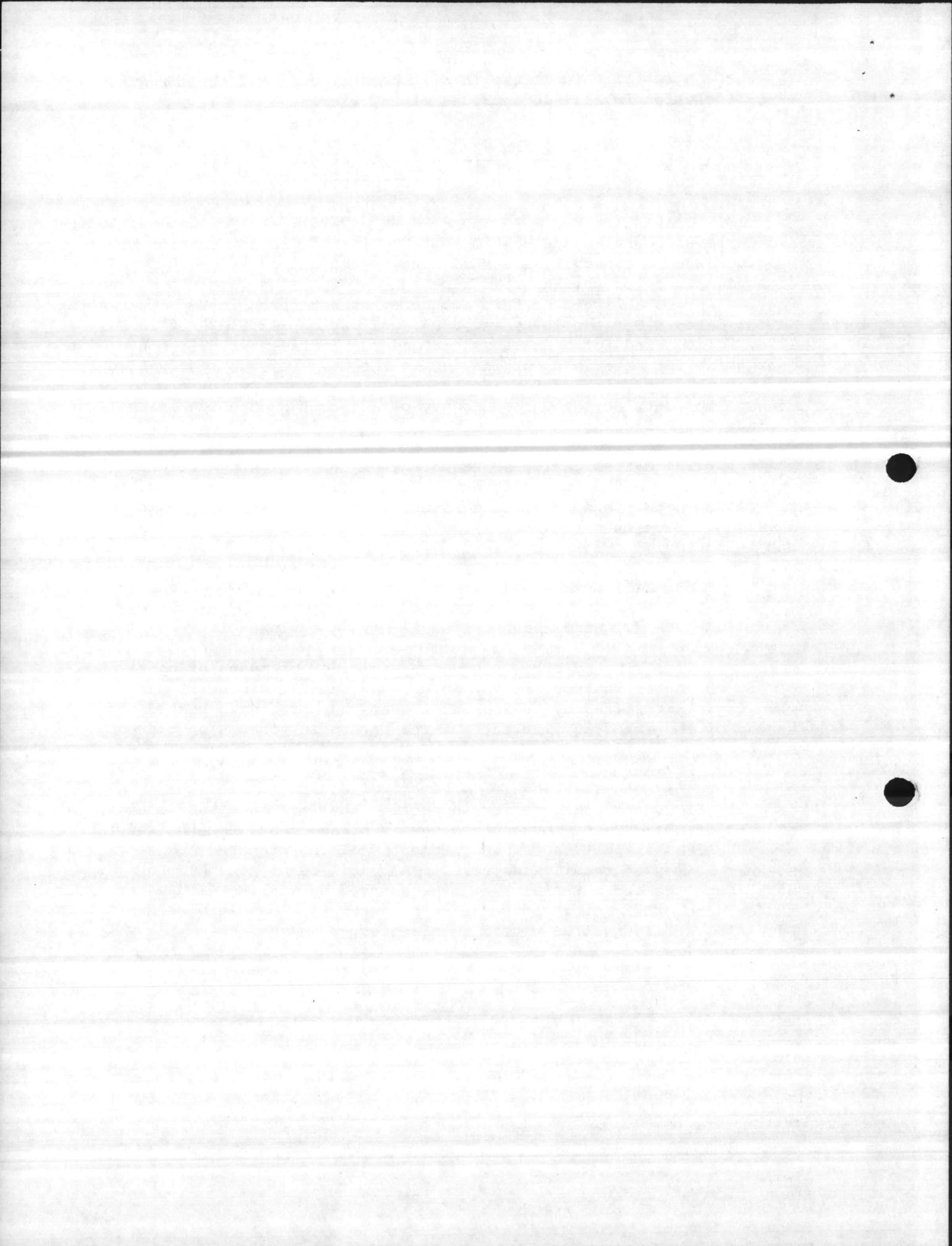
(a) Certification is required for the following articles, and they shall not be moved from the reservation to any point outside the Onslow County and adjacent designated areas unless accompanied by a valid inspection certificate issued by an authorized imported fire ant inspector:

(1) Bulk soil.

(2) Used mechanized soil-moving equipment

(3) Any other products, articles, or means of conveyance of any character whatsoever, not covered by sub-divisions (1) and (2), when it is determined by an inspector that they present a hazard of spread of the imported fire ant and the person in possession thereof has been so notified.

(b) Authorization for movement of equipment shall be obtained from the OICC, and requests for inspection shall be made sufficiently in advance of the date of movement to permit arrangements for the services of authorized inspectors. The equipment shall be prepared and assembled so that it may be readily inspected. All soil on or attached to equipment, supplies and materials shall be removed by washing with water and/or such other means as necessary to accomplish complete removal. Resulting spoil shall be wasted as directed.



SECTION 01013. BIDS

1. INSTRUCTIONS TO BIDDERS: Standard Form 114, January 1970 Edition, Bid and Award, shall be observed in the preparation of bids. Bidders shall affix their names and return addresses in the upper left corner of bid envelopes. Envelopes containing bids must be sealed.

2. BID GUARANTY will be required in the amount of 20 percent of the total amount of the bid. A bid bond on Standard Form 24 may be furnished in lieu of bid deposit.

3. ITEM OF BIDS: Bids shall be submitted, in triplicate, on Standard Form 114-B, upon the following item:

Item 1. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:

Classification of Work	Estimated Quantities	Unit Price	Total Price
MIXED PINE HARDWOOD	179,014.25 FT ³		
Pine Sawtimber	1,536,829 BF		
Pine Pulpwood	422.2 CDS		
GRAND TOTAL			

THE FOREGOING ESTIMATED VOLUMES ARE NOT GUARANTEED. It is the responsibility of each prospective bidder to satisfy himself as to the quantity and quality of wood products to be removed. The timber is to be sold on a ~~payment unit~~ basis.

Lump sum

4. THE UNIT AND TOTAL PRICES for various items in the schedule above shall be deemed to include all costs required for the entire work, complete in accordance with the specification, including all materials, labor, equipment, tools, supervision and related items.

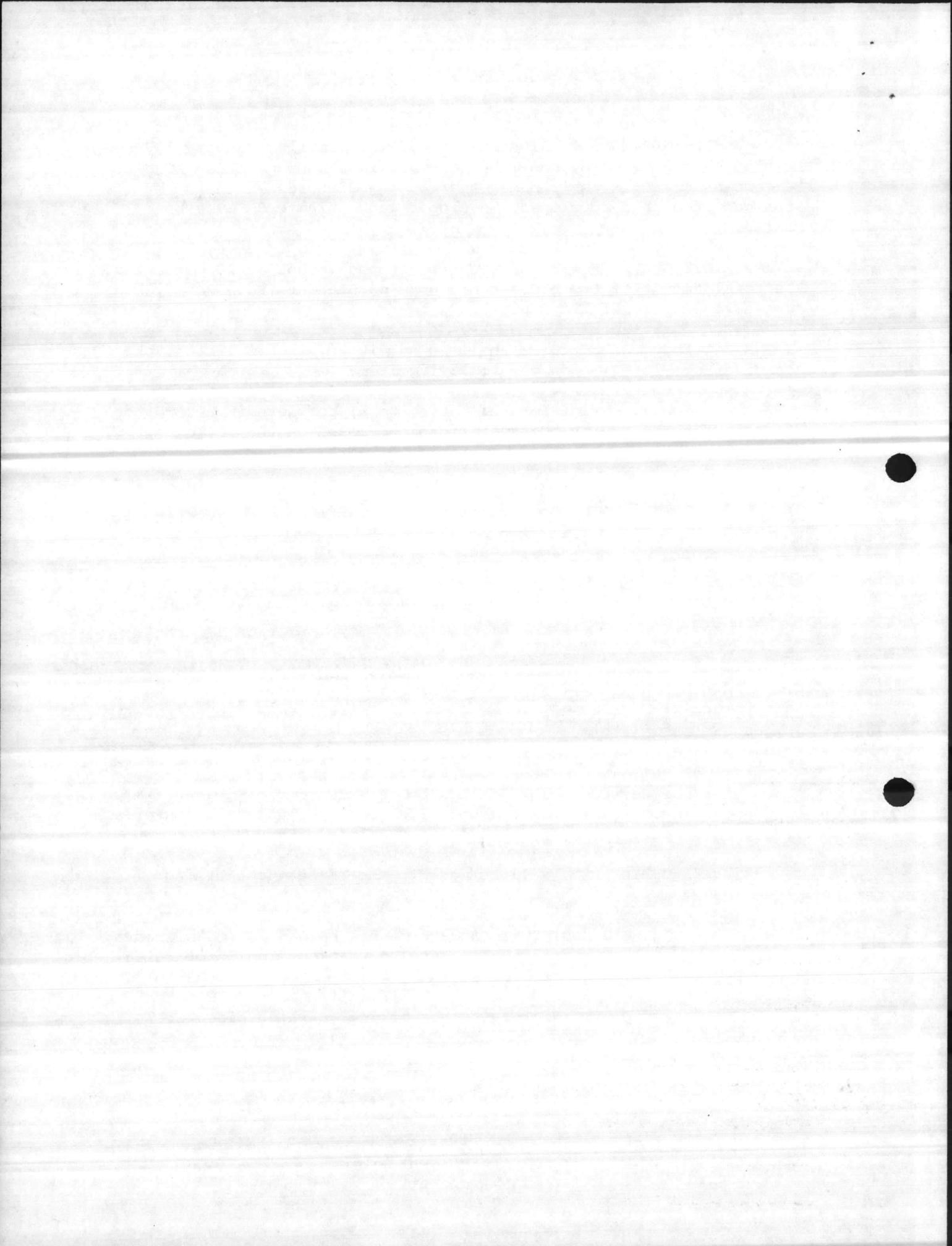
5. AWARD, IF MADE, will be made to the highest conforming bidder on Item 1.

6. TELEGRAPHIC MODIFICATION OF BIDS may be made. Two signed copies of the telegram in a sealed envelope marked "Copies of telegraphic modification of bid for Timber Harvesting, Compartment 48, Marine Corps Base, Camp Lejeune, North Carolina, Specification No. 05-79-2660" should be forwarded immediately to the office to which bids were submitted.

7. REFERENCE TO AMENDMENTS: Each bidder shall refer in his bid to all amendments to this specification. Failure to do so may constitute an informality in the bid.

END

05-79-2660
01013 - 1



DIVISION 2. TIMBER HARVESTING

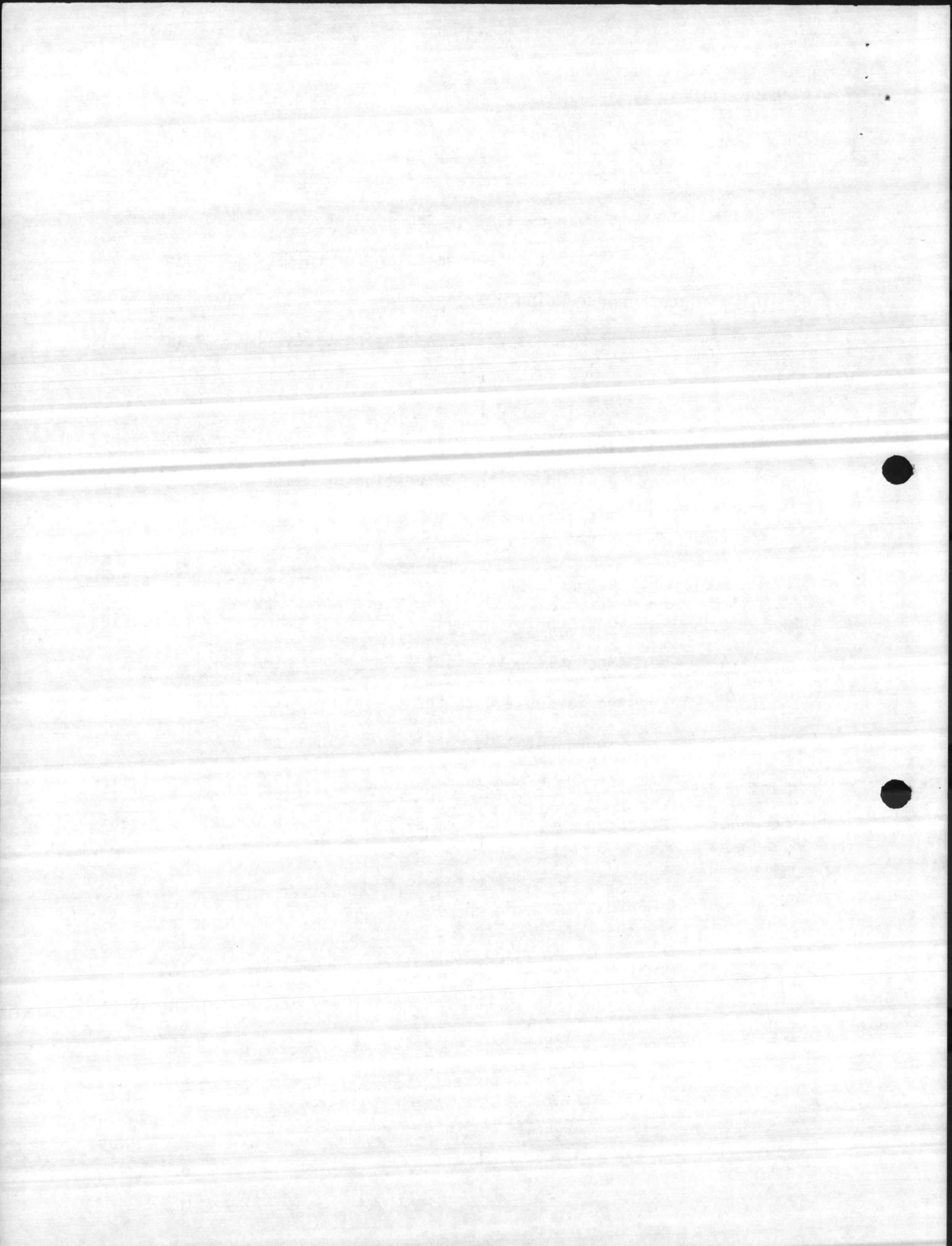
SECTION 02000. DETAIL REQUIREMENTS

1. GENERAL REQUIREMENTS: ^{THE WORK INCLUDES THE REMOVAL OF ~~STACKS~~ ^{DECKS}} ~~The work includes thinning pine timber which~~
~~OF MIXED PINE HARDWOOD TIMBER.~~ ^{WOOD PRODUCTS} ~~is marked with yellow or orange paint in the logging area. Wood products~~
will be removed from the Base thorough gates and/or roads designated by the
Officer in Charge of Construction. ~~Trees which have yellow or orange paint~~
~~shall be harvested by the Purchaser; trees bearing blue, white or no marking~~
~~will not be cut.~~

2. SCOPE OF WORK: The Purchaser will furnish all necessary equipment
and perform all labor required for the harvesting of timber on the project
in accordance with the specifications.

3. MARKED TREES: ^{TIMBER REMOVED, ^{DECKED} STACKED,} The designated ~~trees to be cut~~ ^{are} marked at approx-
^{VARIOUS LOCATIONS THOROUGH OUT THE CONSTRUCTION AREA.} ~~imately five feet above ground with yellow or orange paint. Trees bearing~~
^{STANDING TIMBER WILL BE REMOVED WITHOUT WRITTEN PERMISSION OF} ~~blue, white or no markings will not be cut. Any dispute as to whether a~~
^{THE OICC. ANY DISPUTE AS TO WHETHER A} tree should be harvested is subject to the decision of the Officer in Charge
of Construction, ^{STANDING} ~~or his representative. All trees cut~~ ~~which bear blue, white~~
^{BY THE OICC} ~~or no markings or are outside the sale area, shall be paid for as specified~~
~~under "Damages to Standing Timber" unless prior written approval is given~~
~~for their removal.~~ ^{WHICH HAVE NOT BEEN APPROVED}

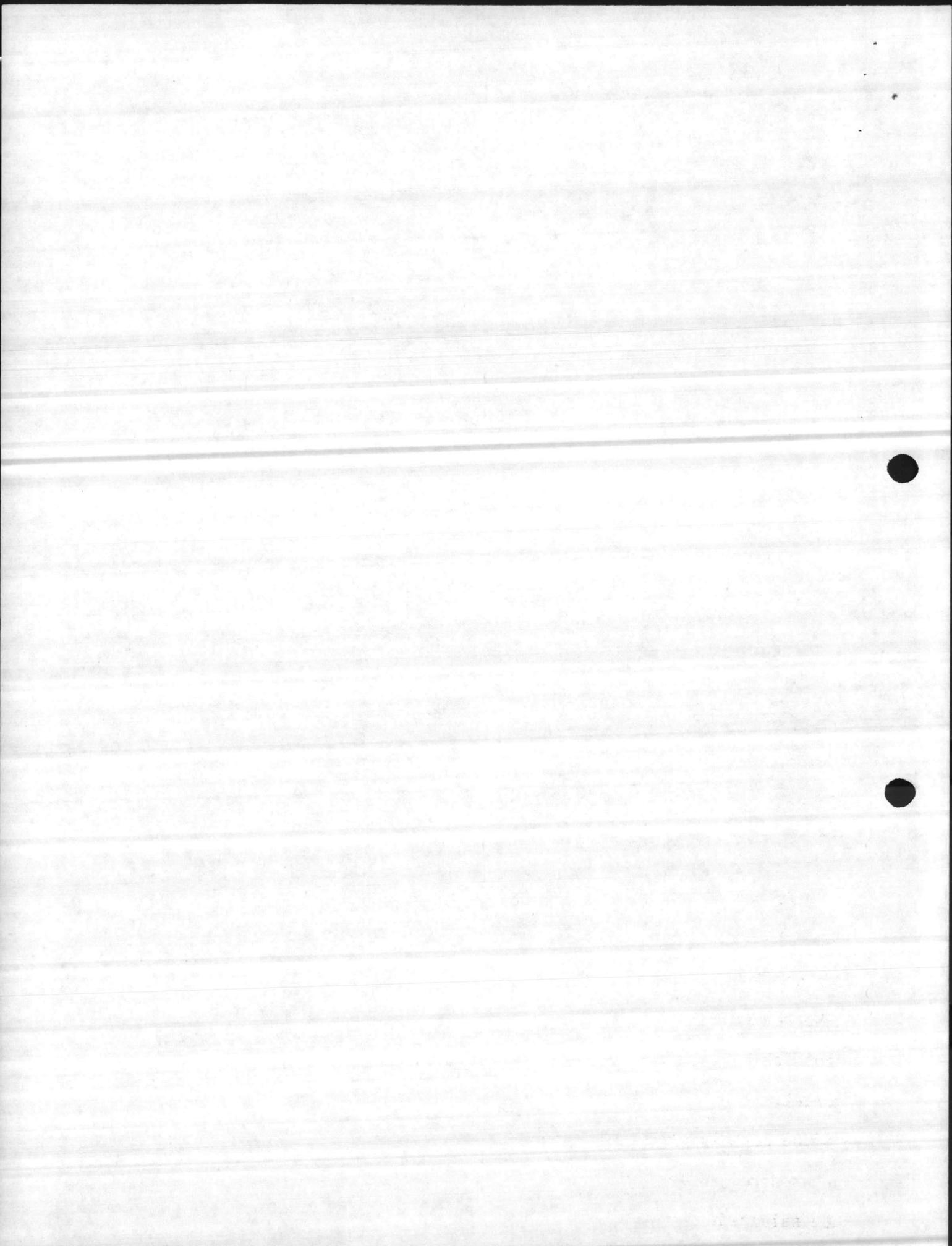
4. QUANTITIES: The following is a summary of the volumes of timber
offered for sale. These volumes both quantity and quality ~~and tree~~
~~counts~~ are not guaranteed. It is the responsibility of each bidder to
satisfy himself as to the quality and quantity of the wood products to be
^{THE TOTAL VOLUME IS BASED ON THE SUM OF THE CUBIC FOOT VOLUME OF}
~~removed. The volume for pine sawtimber is based on Scribner Log Rule,~~
^{EACH ~~STACK~~ INCLUDING AIR SPACE IN THE ~~STACK~~ DECK.}
~~Class 78. The volume for hardwood sawtimber is based on Doyle Log Rule,~~
~~Class 76. Pulpwood is measured in standard cords and topwood is calculated~~
~~payment unit summary sheet. The following is sold by payment units.~~



STACK NUMBER

Cubic Foot VOLUME

A	13,130.56
B	13,159.41
C	27,115.59
D	23,839.73
E	8,365.82
F	2,600.82
G	26,554.85
H	3,547.12
I	4,075.54
J	17,577.66
K	8,167.12
L	4,111.38
M	2,530.58
N	3,960.56
O	2,071.00
P	956.25
Q	1,383.75
R	4,704.82
S	6,958.13
T	4,203.56
	<hr/>
	179,014.25

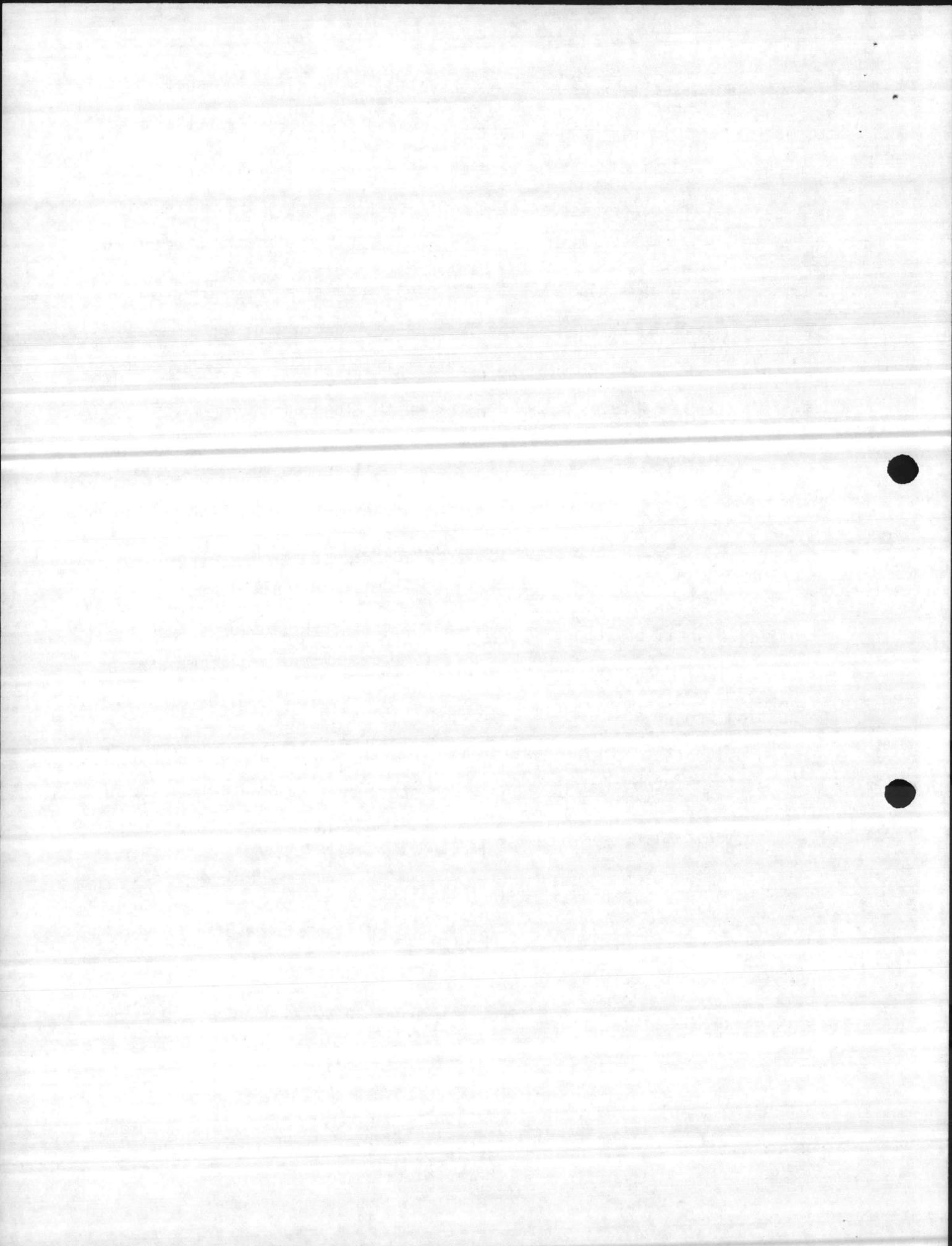


WRITTEN

5. CUTTING: ~~All trees marked with yellow or orange paint shall be cut.~~ ^{No STANDING TREES SHALL BE CUT WITHOUT PERMISSION}
~~Stump or stump splinter height shall not exceed six inches from the surface~~
~~of the ground on all sides. No tree which is not properly marked for harvest~~
~~shall be cut without permission of the Officer in Charge of Construction~~
~~or his representative. All merchantable trees shall be limbed and topped~~
~~before skidding or bunching except in clearcuts. All pulpwood and topwood~~
~~is to be skidded and stacked at the logging deck during the sawtimber opera-~~
~~tion. Directional felling will be used at all times and feller bunching machines~~
~~shall be used in those stands designated on the logging area map.~~

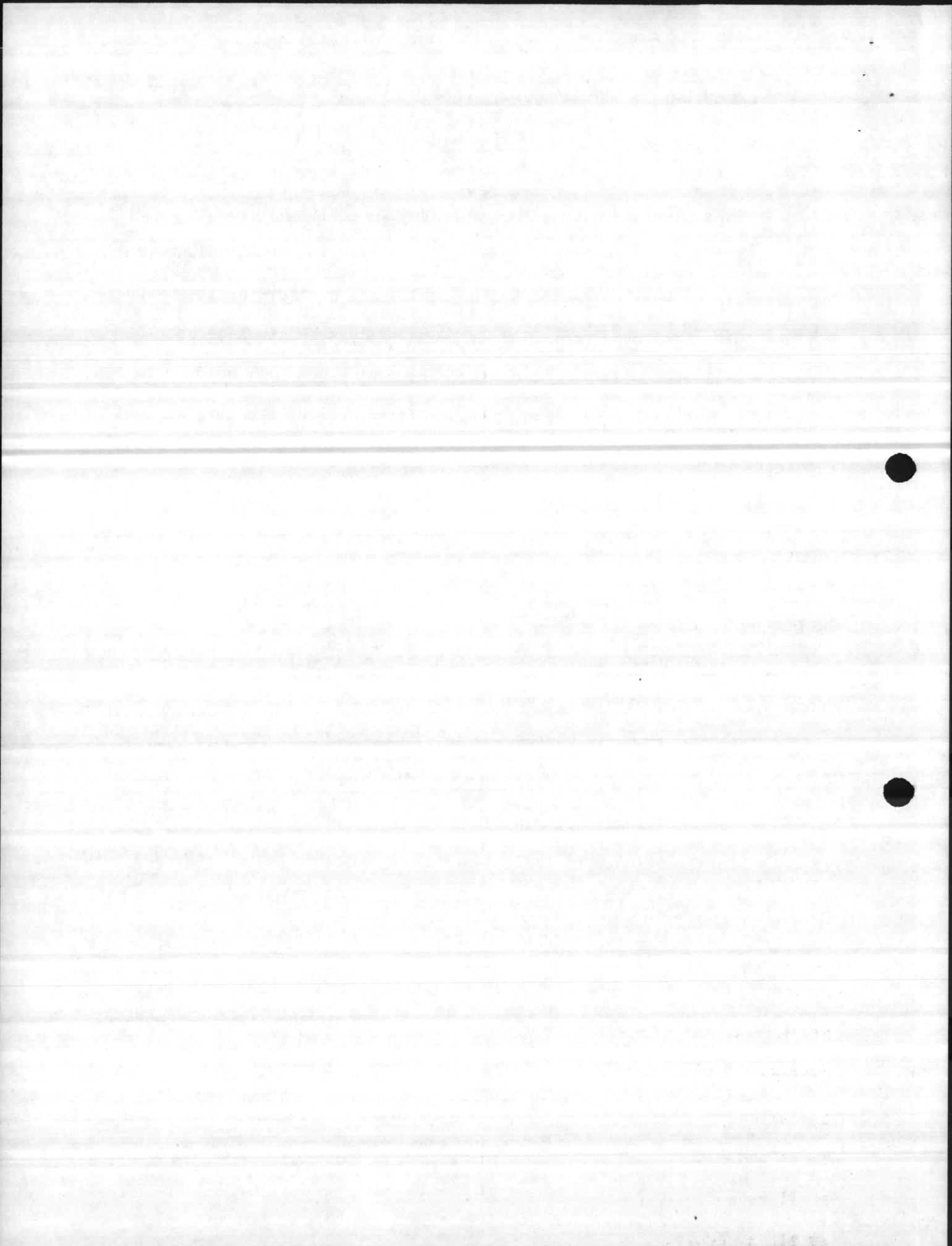
6. SLASH DISPOSAL: ~~All logging slash shall be removed a distance of~~
~~25 feet from all designated roads, trails, fences, bridges, culverts, drain-~~
~~ageways, ditches and other structures. The above listed structures are~~
~~designated on the logging area map which is attached. All tops and timber~~
~~not utilized shall be lopped so that no portion of the top or timber is more~~
~~than three feet above the surface of the ground. Lopping will be done as~~
~~the cutting progresses. No tops will be left against standing timber.~~
Woods roads, paths, logging trails and fire breaks will be clean and passable
at all times. No ~~timber slash or refuse~~ shall be left on the right-of-way
of any communication line, power line, gas line, or any utility right-of-way.

7. DAMAGE TO STANDING TIMBER: All trees not ^{stacked} ~~marked~~ ^{REMOVAL} for ~~cutting~~, that
have been cut or excessively damaged in the opinion of the Officer in Charge
of Construction by careless operations of the purchaser shall be paid for at
the rate of \$0.25 per diameter inch for trees up to 12.0 inches in diameter
outside bark (DOB) across the stump, if cut, or 4 1/2 feet above ground, if
uncut, \$1.00 per diameter inch for trees between 12.1 inches and 18 inches; and
\$2.00 per diameter inch for all trees 18.1 inches in diameter and larger.
When directed by the Officer in Charge of Construction the damaged trees shall
be salvaged.



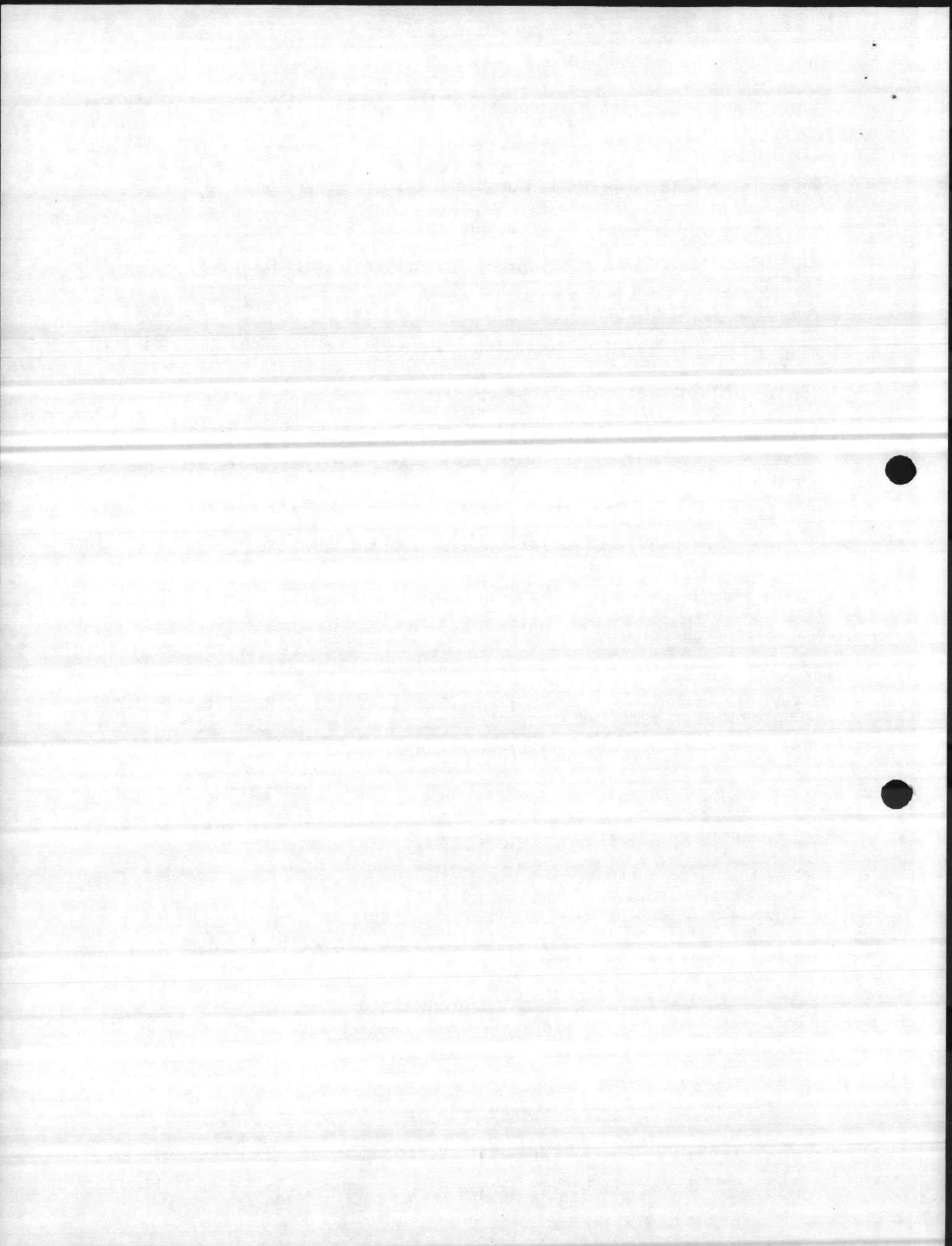
The exception to the foregoing penalty will be when of necessity and with prior approval of the Officer in Charge of Construction. Additional trees are cut for necessary access to roads or trails to facilitate logging operations and logging decks. In this case the additional volume of all merchantable trees which were removed will be paid for at the bid price. Stumpage damaged by fire caused by the negligence or fault of the purchaser shall be cut. The Government will mark and tally such stumpage and the purchaser will remove it from the base. Payment which will occur prior to harvest for such fire damaged products shall be made by the purchaser at double the bid price. The harvesting of trees under this contract shall be accomplished by use of conventional and/or specialized logging equipment, when specified, and the application of standard forestry practices currently in use in this area. Work shall be conducted in a manner which minimizes the damage to residual timber, of all species, including natural regeneration. Skidding with wheeled tractors having a blade or frame wider than the width of the wheelbase is prohibited. The use of crawler or tracked equipment in the woods is restricted to (1) the maintenance of established trails currently graded and maintained by the base, (2) the construction and maintenance of necessary new haul' roads as approved by the Officer in Charge of Construction, (3) the assistance of disabled vehicles, (4) within the limits of designated areas to be cut only for felling trees, with no other use being permitted without prior approval.

8. ADDITIONAL CUTTING OF MERCHANTABLE TIMBER: Merchantable trees which must be removed by the government, but are not a part of an existing contract, may be added to an existing contract if approved by the purchaser and approved by the Officer in Charge of Construction in writing. These additions will be paid for at 100% of the bid price ~~for sawtimber and pulpwood.~~ ^{PER CUBIC FOOT REGARDLESS OF THE PRODUCT.}



9. TEMPORARY FACILITIES: The construction of roads, temporary structures, logging decks, or other improvements for the logging of the timber, except for sawmills, will be permitted provided that the plans, locations and arrangements for removal, if necessary, are approved in advance by the Officer in Charge of Construction. Temporary structures for sanitation reasons must be approved by the Officer in Charge of Construction in writing. The purchaser will be required to leave and enter main roads at designated places in order to protect seeded road shoulders and to use secondary existing roads and turn-offs where available. When secondary roads or turnoffs are not available and grassed road shoulders must be used for access, all possible precautions will be used to prevent damage and an unsightly situation. Damage to roads, road shoulders whether grassed or dirt, or other seeded areas such as wildlife openings shall be repaired by the purchaser so as to restore the area to the condition which existed before use. All protective measures such as gravel for haul and skid roads or road shoulders will be performed by the purchaser before damage becomes severe or unsightly without cost to the government. All roads must be kept clean and passable to two-wheel drive vehicles at all times. Ingress to the area to be cut shall be directly from a road and then up and down the area to be cut insofar as possible. Egress shall follow the reverse procedure.

10. SANITATION AND CLEAN UP: Adequate sanitation conveniences of an approved type, properly secluded from public observation, shall be constructed and maintained in an approved manner for the use of persons employed on the job. All temporary structures for sanitation purposes must be approved by the Officer in Charge of Construction in writing. The temporary structures and the sale area shall be maintained in a clean and sanitary condition at all times and rubbish, litter, or any type refuse except for logging slash shall be buried in a suitable location so as to prevent the pollution of streams or stream courses, or carried off base and disposed of.



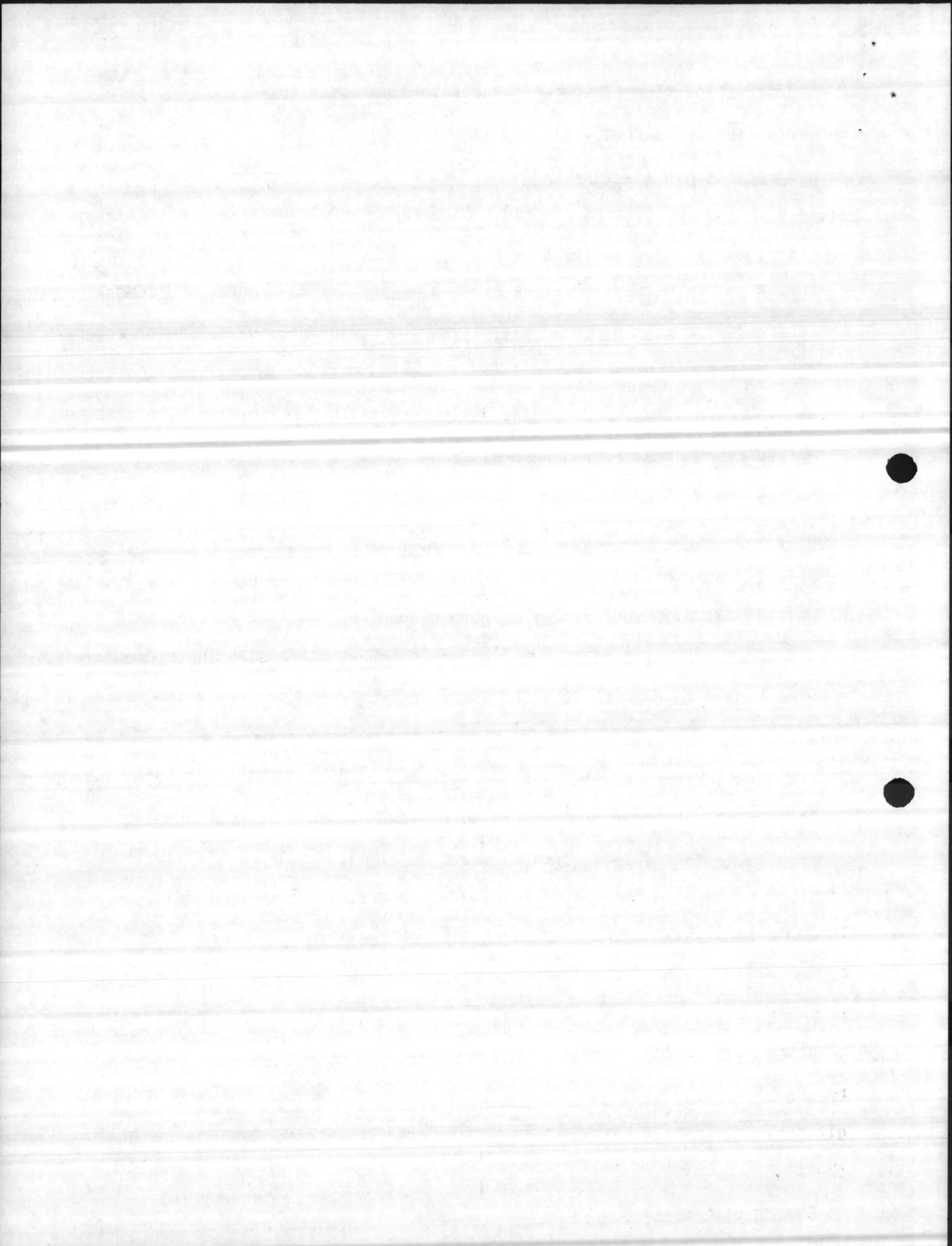
After completion of the work and before movement to another location, the purchaser shall remove all temporary structures, tools, materials and dispose of all debris, litter, ^{AND} refuse ~~except for slash~~ to clean up the site.

11. PROTECTION OF STREAMS AND STREAMSIDE AREAS: All operations directly or indirectly related to the harvesting of timber will be conducted in a manner to prevent, insofar as possible, damage to stream courses, ditches or streamside zones. No logs shall be hauled, skidded or yarded in or across any stream course without prior approval of the Officer in Charge of Construction or his representative, and logging equipment will not be permitted to cross or enter any stream course or stream side zone outside the logging area without prior approval. Stream courses and ditches shall be cleared of all logs, chunks, slash and debris resulting directly ~~or indirectly~~ from operations under this contract. Any repair or maintenance which could result in leakage or spillage of oil, fuel or any dangerous substance must be done in such a manner as to prevent it from entering any ditches, streams, or natural drainage. Such work must be done so it is not visible from roads or trails insofar as possible.

12. PREVENTION AND CONTROL OF SOIL EROSION AND SOIL DAMAGE: The purchaser shall take all possible precautions to prevent or minimize soil erosion and/or damage to the soil, including but not limited to:

- a. Prevention of gullyng of roads, skid trails and log landings.
- b. Protection of cover, soil and water conditions in natural or artificial openings.
- c. Stop all logging when soil conditions are such that excessive damage could result to forest soil or forest access roads.

If the contractor does not suspend operations on his own, the Officer in Charge of Construction may suspend logging operations in whole or in part for such period(s) as necessary to prevent excessive damage.



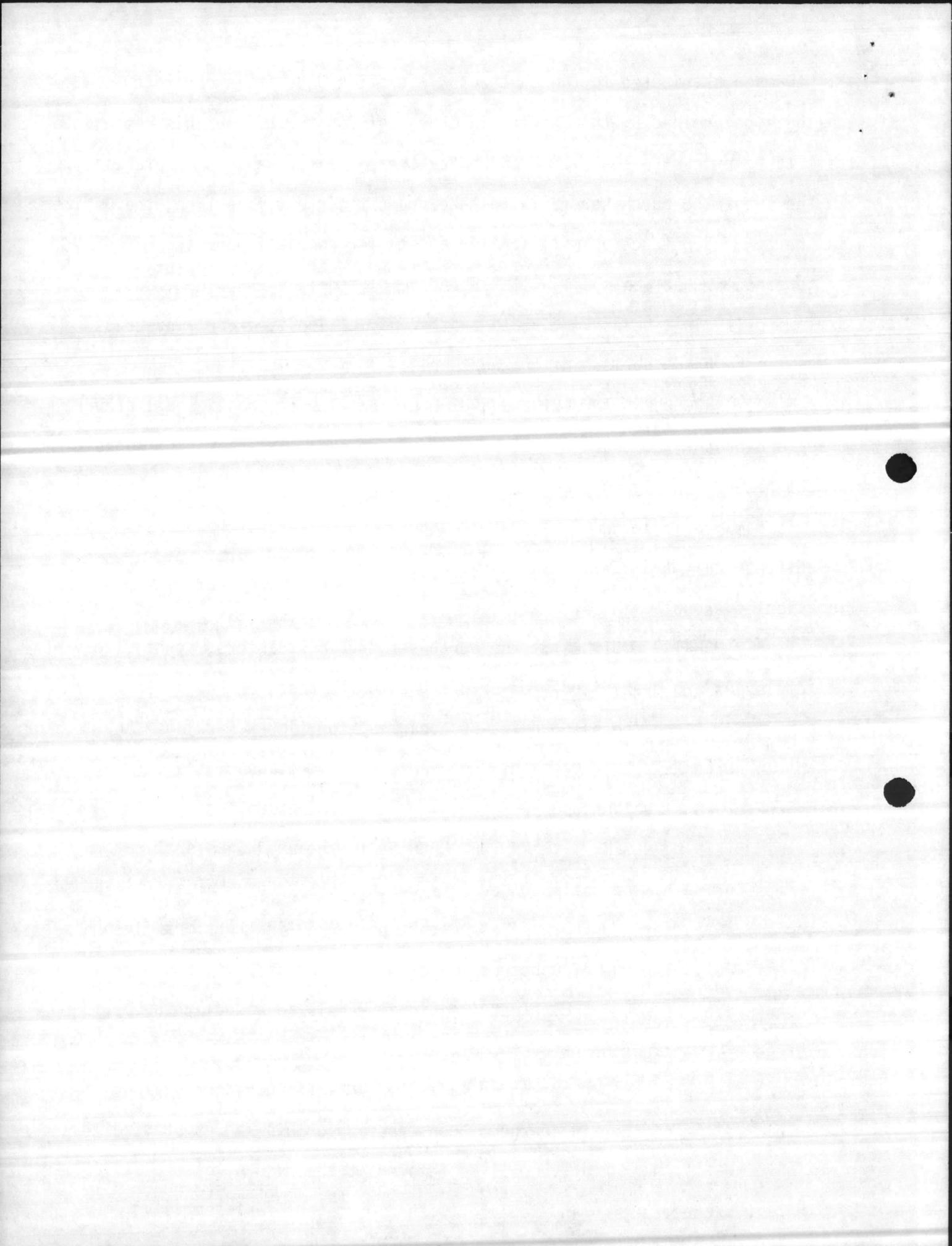
Damage attributed to the contractor operation under this contract which is determined by the Officer in Charge of Construction or his representative to be excessive shall be repaired by the purchaser as soon as practical. In the event the purchaser fails to take prudent corrective action, the Officer in Charge of Construction will specify a date for completion of the work.

~~Corrective action shall be taken and completed in each payment unit, following logging, before moving to another payment unit, except for roads that will be used for logging the next unit.~~

13. SAFETY PROCEDURES INVOLVING OVERHEAD LINES: The purchaser shall prevent trees and brush from touching overhead lines and shall inform his personnel of the hazards involved in cutting around overhead lines. If an overhead line is damaged in any way or a power outage results, the purchaser will immediately call the Officer in Charge of Construction reporting time and location of trouble.

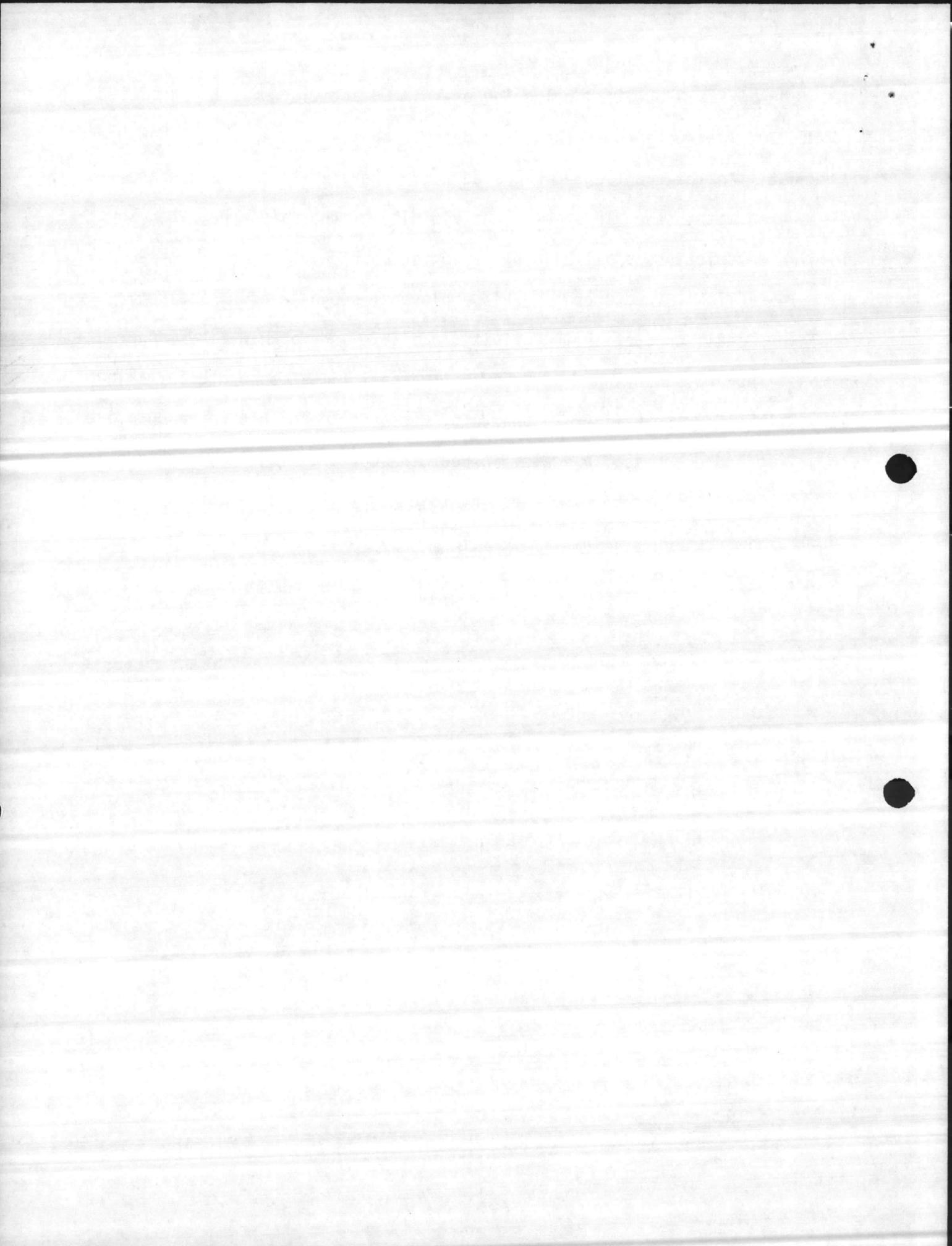
14. TIMBER MARKING EQUIPMENT: The purchaser, sub-contractors, agents, servants and employees are prohibited from bringing onto the base, or having in their possession while on the base, paint or equipment for timber marking. Any violation hereunder shall make this contract, at the option of the Officer in Charge of Construction, subject to immediate termination.

15. AUTHORIZED REPRESENTATIVE OF THE PURCHASER: The purchaser shall at all times during his operation under this contract, have present at the job site an individual authorized to receive and take action on instructions given him by the Officer in Charge of Construction or his representative. The purchaser's representative must be a competent individual who is approved by the Officer in Charge of Construction prior to commencement of this contract. If this representative proves incompetent or fails to take action on instructions given him by the Officer in Charge of Construction or his representative the purchaser's representative will be removed at the request of the Officer in Charge of Construction and replaced with a competent representative.



16. ENDANGERED SPECIES: No logging or related activity will be permitted within 200 feet of a red-cockaded woodpecker cavity tree between 1 March and 1 August. In the event a red-cockaded woodpecker cavity tree(s) is/are discovered within the sale area or the vicinity of the sale area, the above logging restrictions shall be applicable for each cavity tree.

17. INSPECTION: The purchaser, his employees, subcontractors and their employees shall conduct their activity in a safe and workman like manner at all times. The above mentioned persons shall at all times cooperate in making it possible for the Officer in Charge of Construction or his representative to safely and economically scale, inspect the cutting, logging, construction or other activity of the purchaser and to conduct their other official duties in the sale area and vicinity



NORTHEAST
CREEK

NC-24

CONSTRUCTION
AREA

OWENS
CREEK

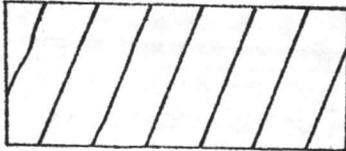
BREWSTER BULD.

STONE ST.

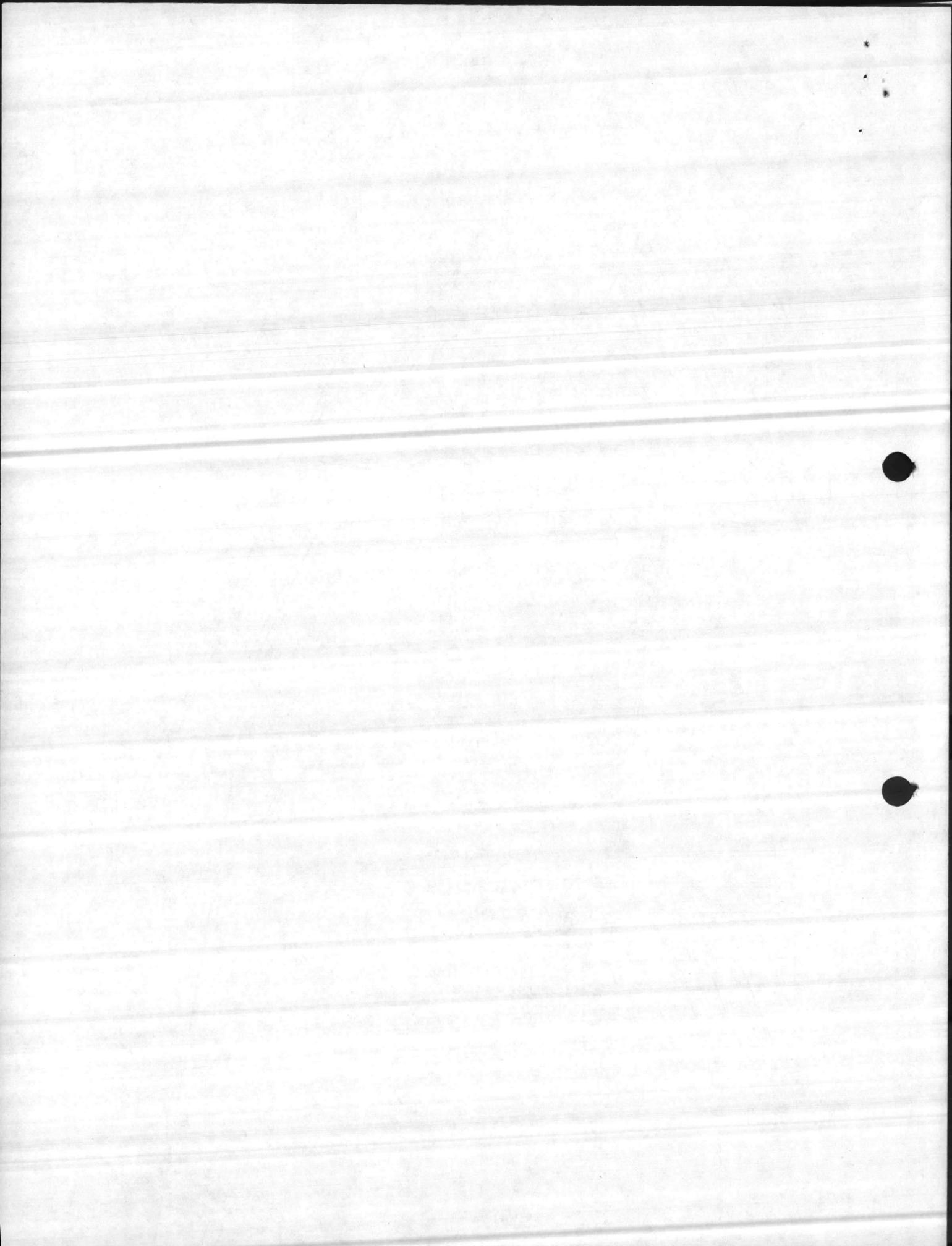
1 in = 20 CHS.

HOLCOMB BULD.

NEW HOSPITAL SITE

- ==== PAVED ROAD
- ==== DIRT ROAD
- POWER LINE
- CREEK
-  CONSTRUCTION AREA

WALLACE
CREEK



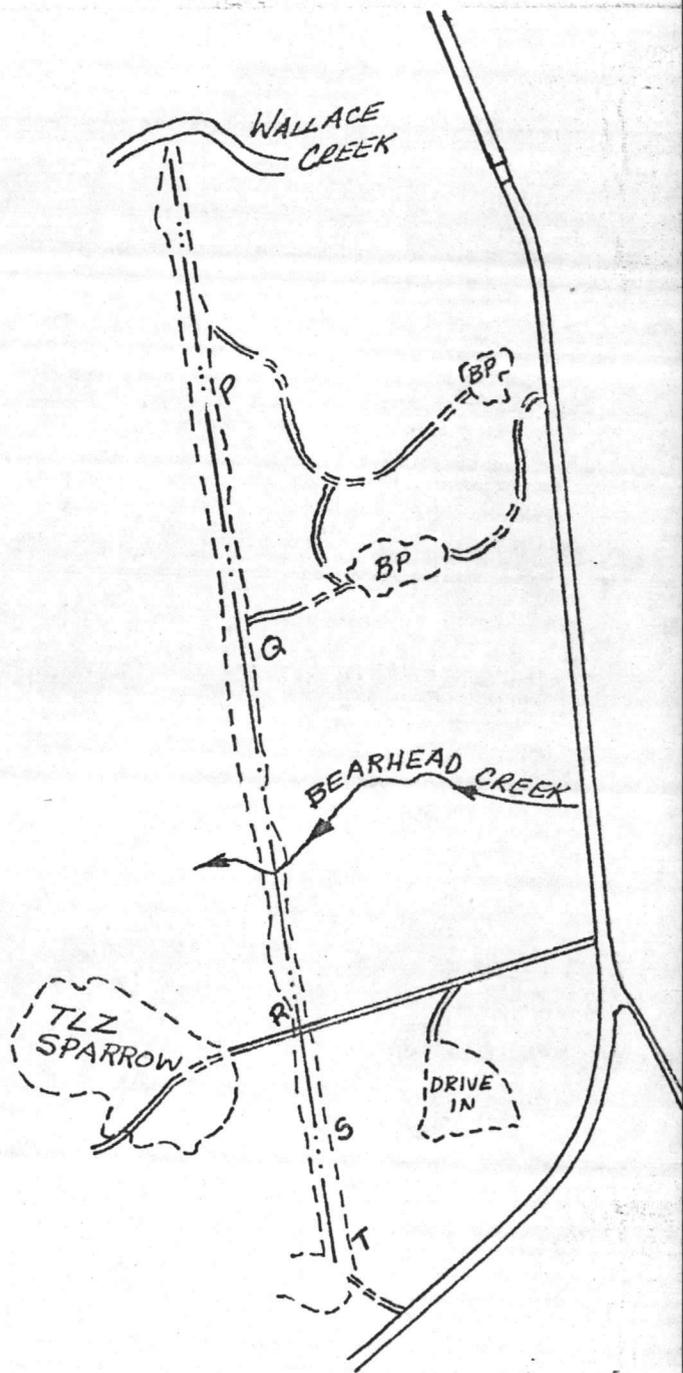
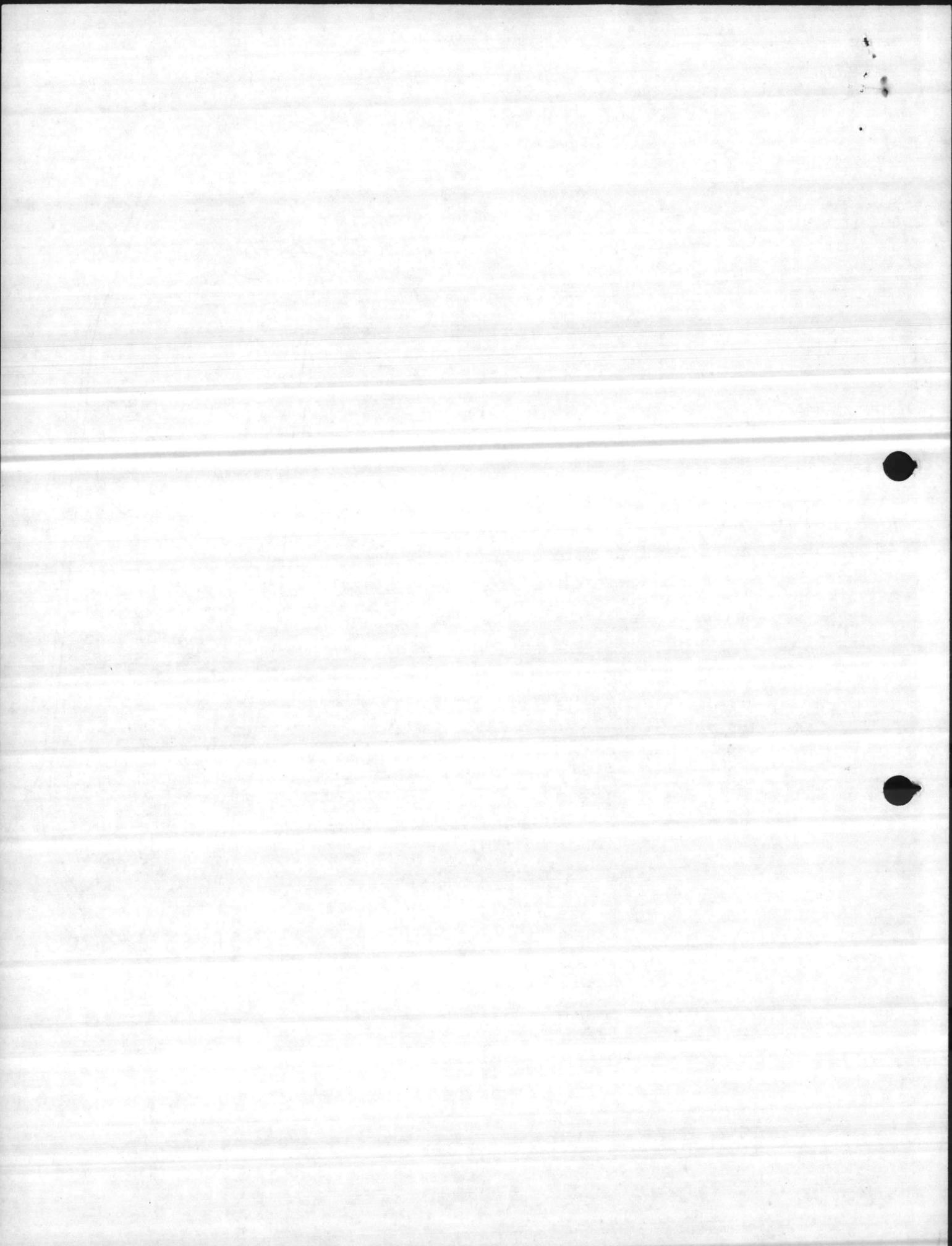


PLATE 2



MAIN/FED/CI
11010
8 Jan 80

Base Maintenance Officer

Resident Officer in Charge of Construction
Jacksonville, North Carolina Area

Timber Contract: closing of

Ref: (a) N62470-78-S-3099
(b) N62470-78-S-3045
(c) N62470-78-S-3100
(d) N62470-78-S-2657

1. It is requested that references (a), (b), (c) and (d) be closed.

JULIAN I. WOOTEN

1951
1952
1953

1954

1955

1956

1957

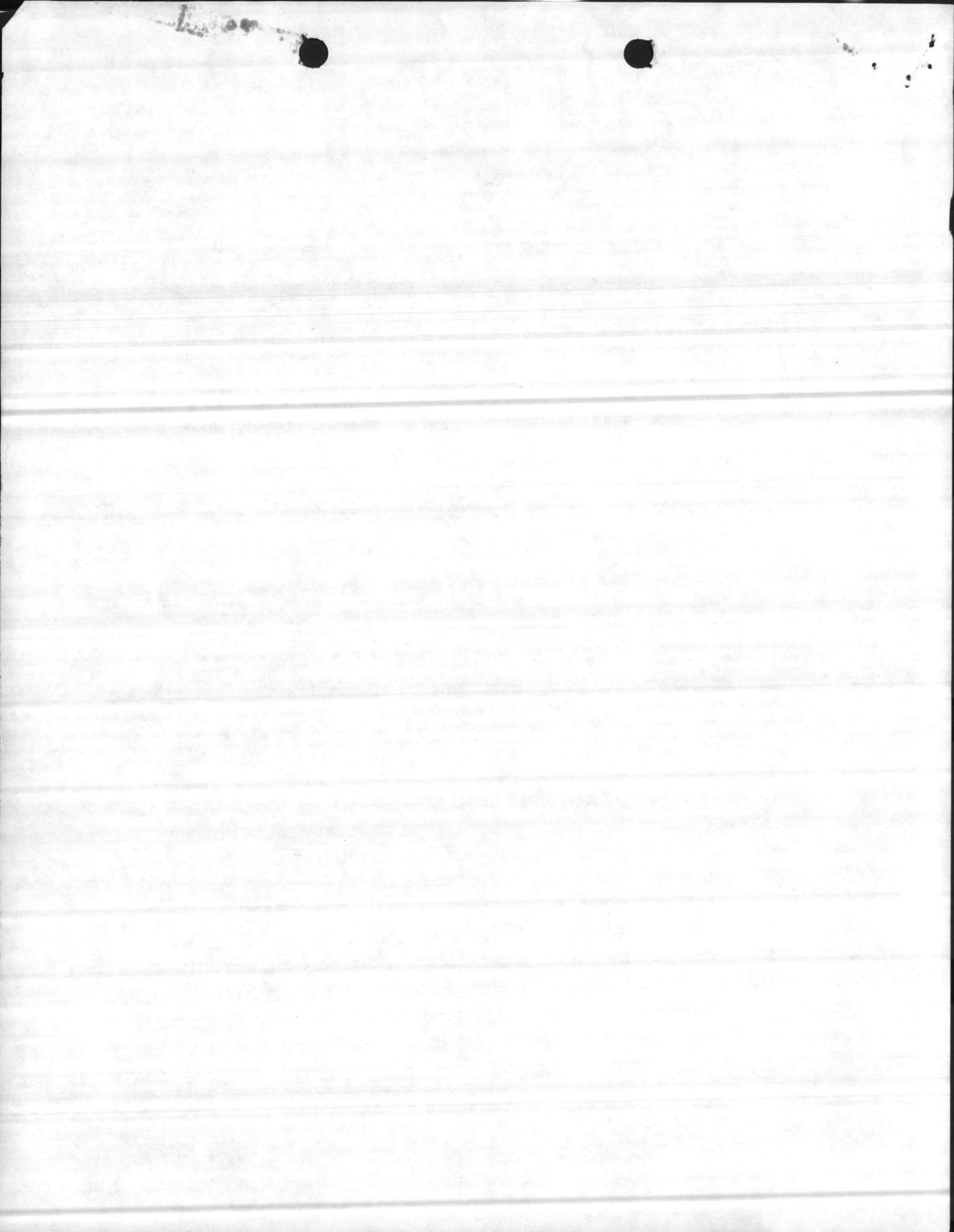
1958

1959

1960

1961





DIVISION 1. General Requirements

Section 01011. General Paragraphs

5. Time of Completion: ~~_____~~ 2 DEC. 1974

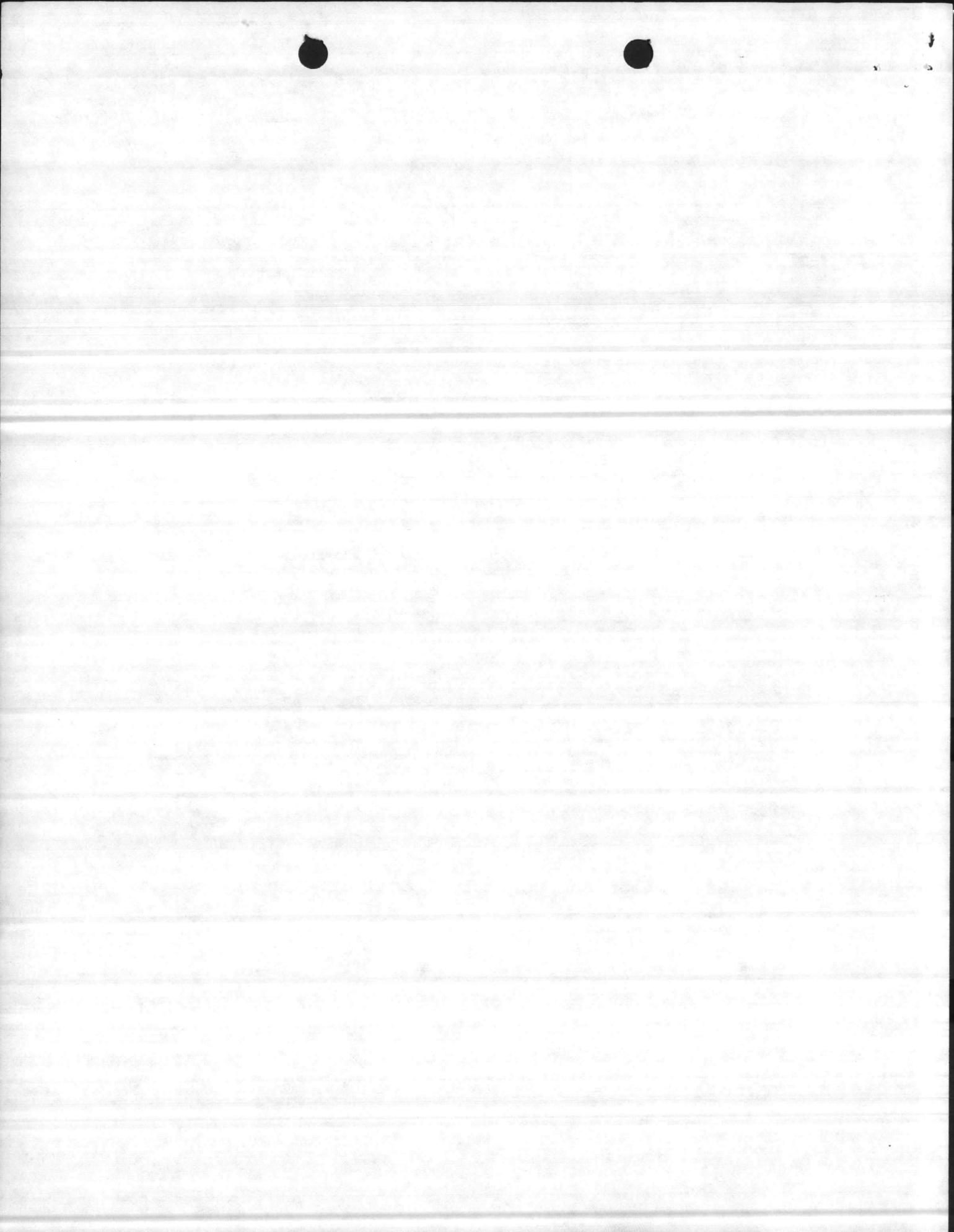
Section 01012. Additional General Provisions

1. Payment: \$ 18,080.44 HAS BEEN RECEIVED

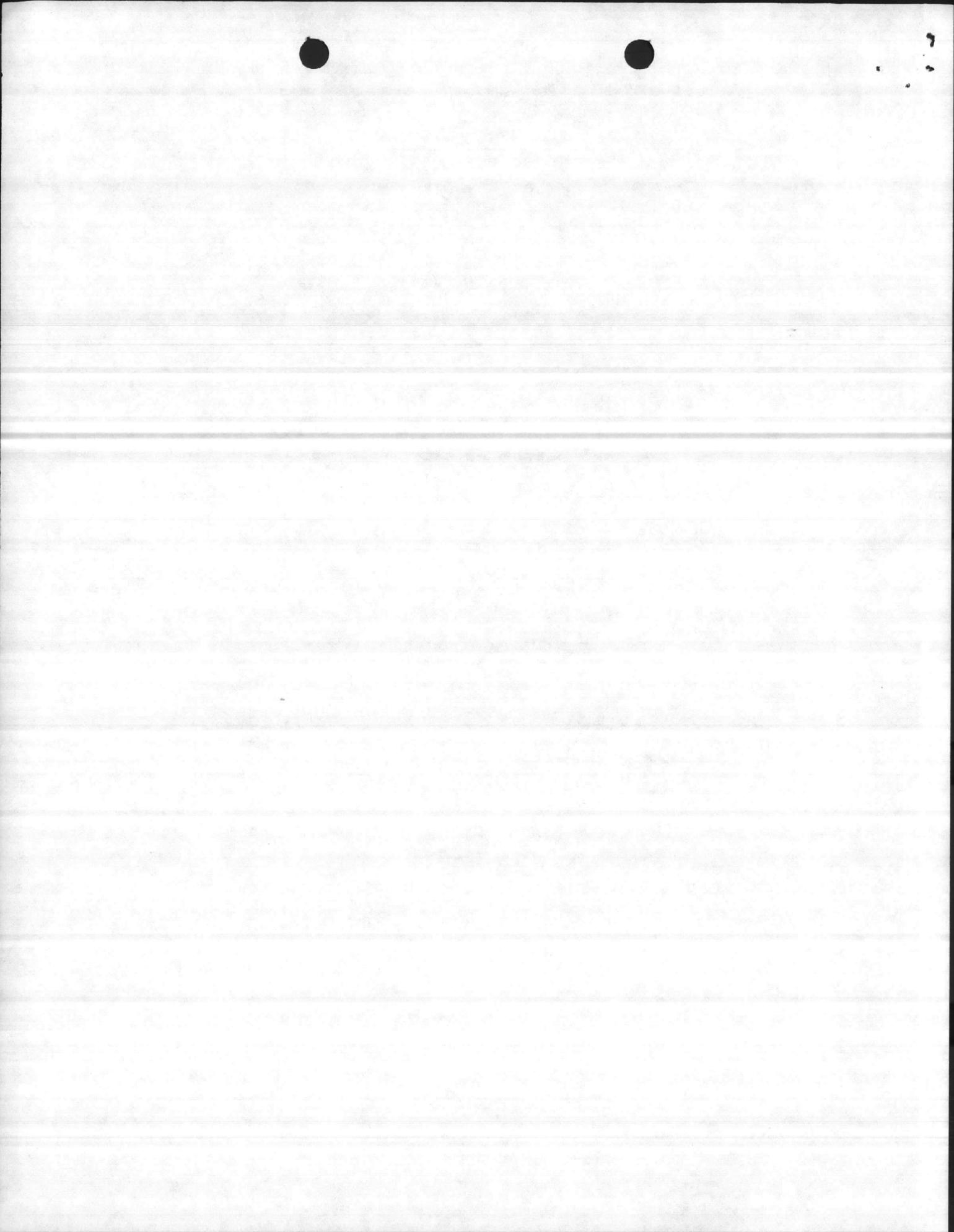
DIVISION 2. Timber Harvesting

Section 02000. Detailed Requirements

1. General Requirements
2. Scope of Work
3. Marked Trees
4. Quantities SEE SPECIFICATIONS
5. Cutting
6. Slash Disposal
7. Damage to Standing Timber
8. Additional Cutting of Merchantable Timber
9. Temporary Facilities
10. Sanitation and Clean Up
11. Protection of Streams and Streamside Areas
12. Prevention and Control of Soil Erosion and Soil Damage
13. Safety Procedures involving Overhead Lines



14. Timber Marking Equipment
15. Authorized Representative of the Purchaser
16. Endangered Species
17. Inspection



CONFERENCE CHECKLIST

1. The subject contract was awarded to NEW RIVER
WOOD CORP. P.O. BOX 2102, NEW BERN, N.C. 28560
on 3 OCT. 1979 in the amount of \$ 18,080.44
with a contract completion date of 2 DEC. 1979.

2. The Officer in Charge (OIC) is solely responsible for administering the contract through his authorized representatives and only he may authorize changes in contract plans or specifications. Any changes in the contract involving these items must be made by the OIC in writing.

3. Performance Bond and Certificate of Insurance must be received prior to commencing work. Each payment area must be paid for in advance prior to commencing work.

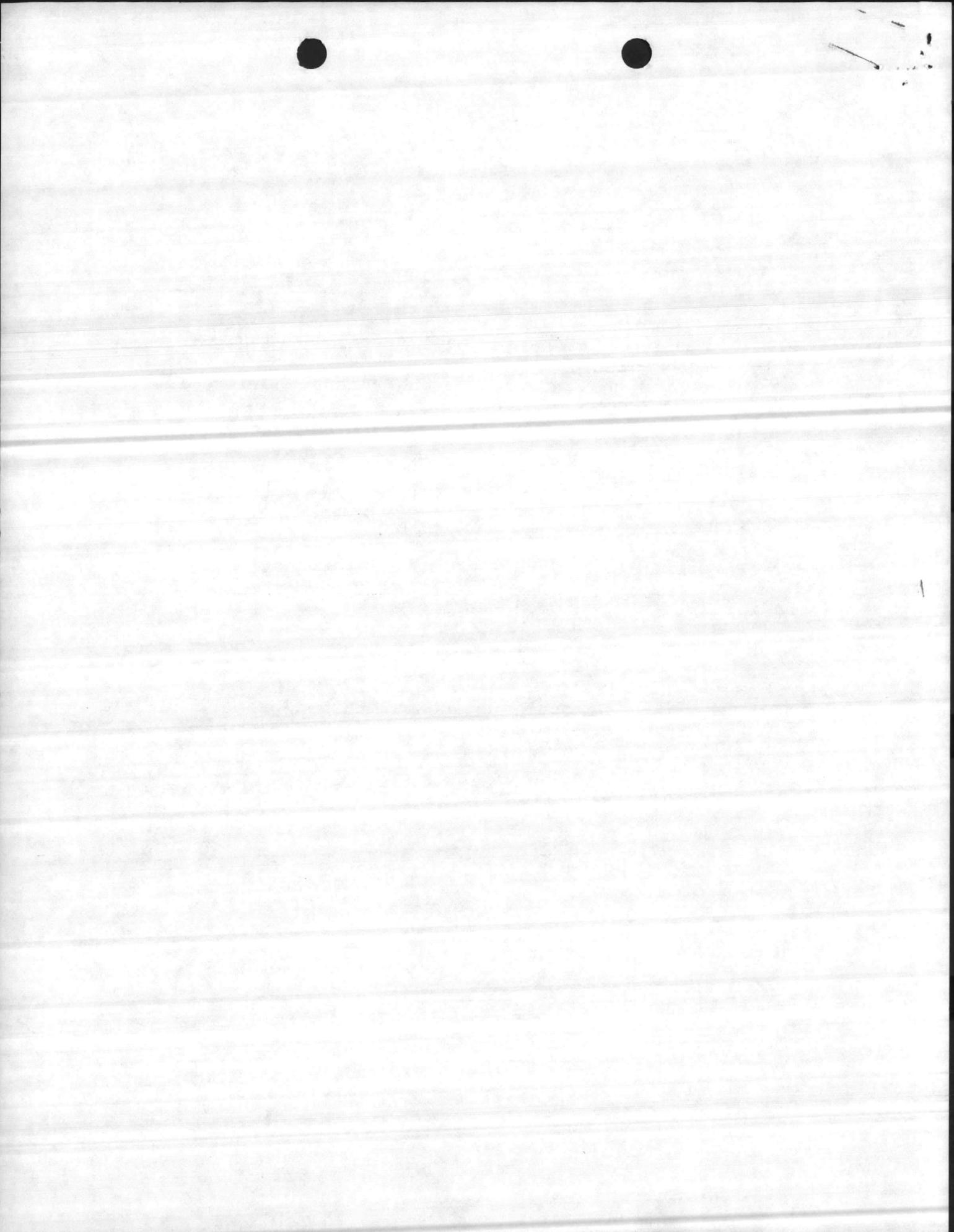
4. The Timber Removal must be maintained properly at all times. Persons who litter aboard Marine Corps Base can now be prosecuted in Federal Court.

DANNY PADGETT
(Contractor)

GARY HORNE
(OICC)

KEN HARRISON
(Forestry)

HARGETT DEVANE, JR.
(Logger)



SALE OF GOVERNMENT PROPERTY--BID AND AWARD

INVITATION FORMS NO.
N62470-79-B-2657

PAGE NO. 1 of 2

ISSUED BY
Officer in Charge
Jacksonville North Carolina Area
Marine Corps Base
Camp Lejeune, North Carolina 28542

ADDRESS YOUR BID TO
Officer in Charge
Jacksonville North Carolina Area
Marine Corps Base
Camp Lejeune, North Carolina 28542

FOR INFORMATION CONTACT (Name & tel. no.)

Officer in Charge
Telephone Area Code 919
451-2581

BIDS WILL BE OPENED AT (Place, date and time)

Office of Officer in Charge of Construction
Jacksonville North Carolina Area
Marine Corps Base, Camp Lejeune, North Carolina
25 September 1979

Sealed bids in three copies) for purchasing any or all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above and at that time publicly opened, subject to: (1) The General Sale Terms and Conditions, SF 114C, dated March 1974.

and such other special terms and conditions attached or incorporated herein by reference and identified as Specification No. 05-79-2657 and Amendment No. 1. (Copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.) (2) BID DEPOSIT IS NOT REQUIRED; IS REQUIRED IN AN AMOUNT NOT LESS THAN 20 % OF THE TOTAL BID, pursuant to Section 0101.3, Bids, Paragraph 2, of the Specification.

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page(s) as part of this Bid, at the price set opposite each item, pursuant to Clauses 6 of Std Form 114C and 1 of the Specification, and to remove the property 60 days after date of Award.

BID (This section to be completed by the Bidder)

In compliance with the above, the undersigned offers and agrees, if this Bid is accepted within 60 calendar days

after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$18,080.44 and attached is the bid deposit, when required by the Invitation, in the form(s) of CASHIER'S CHECK, in the amount of \$3,619.08.

BIDDER REPRESENTS THAT: (Check appropriate boxes)

- (1) He has, has not, inspected the property on which he is bidding.
- (2) He is, is not, an individual or a small business concern. (See CFR, Title 13, Chapter 1, Part 121, Sec. 121.3-9, for the definition of small business.) (Complete the following only if the total amount of the bid(s) exceeds \$25,000.)
- (3) (a) He has, has not, employed or retained any company or person (other than a full-time, bona fide employee working solely for the Bidder) to solicit or secure this contract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time, bona fide employee working solely for the Bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see CFR, Title 41, Subpart 101-45.3.)

NAME AND ADDRESS OF BIDDER (Street, city, state & ZIP Code)
(Type or print) NEW RIVER WOOD CORP.
P.O. Box 2102
NEW BERN, N.C. 28560

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

Danny F. Padgett
SIGNER'S NAME & TITLE (Type or print)

DATE OF BID

DANNY F. PADGETT

9-25-79

TELEPHONE NUMBER:

BIDDER IDENTIFICATION NO. (if applicable): 638-2114

ACCEPTANCE BY THE GOVERNMENT (This section for Government use only)

ACCEPTED AS TO ITEM(S) NUMBERED

UNITED STATES OF AMERICA

DATE OF ACCEPTANCE

BY
(Contracting Officer)

3 Oct 1979

Base Bid

TOTAL AMOUNT

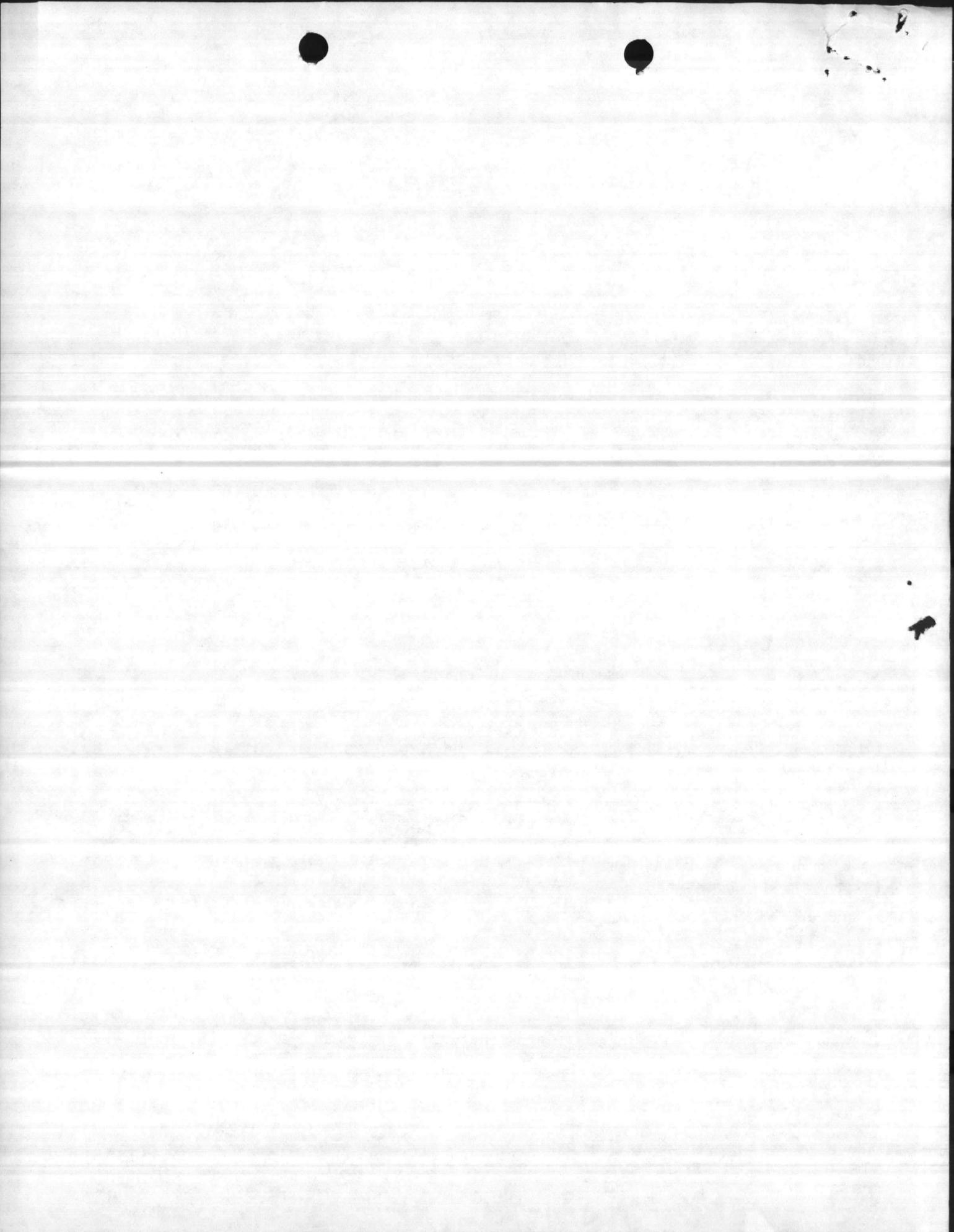
\$18,080.44

CONTRACT NUMBER(S)
N62470-78-S-2657
Spec. 05-79-2657

NAME AND TITLE OF CONTRACTING OFFICER
V. PODBIELSKI, CDR, CEC, USN
For Commander, Naval Facilities
Engineering Command
(Contracting Officer)

BUDGET BUREAU
NO. 29-R0022

(FORM CONTENT COMPLETELY REVISED)



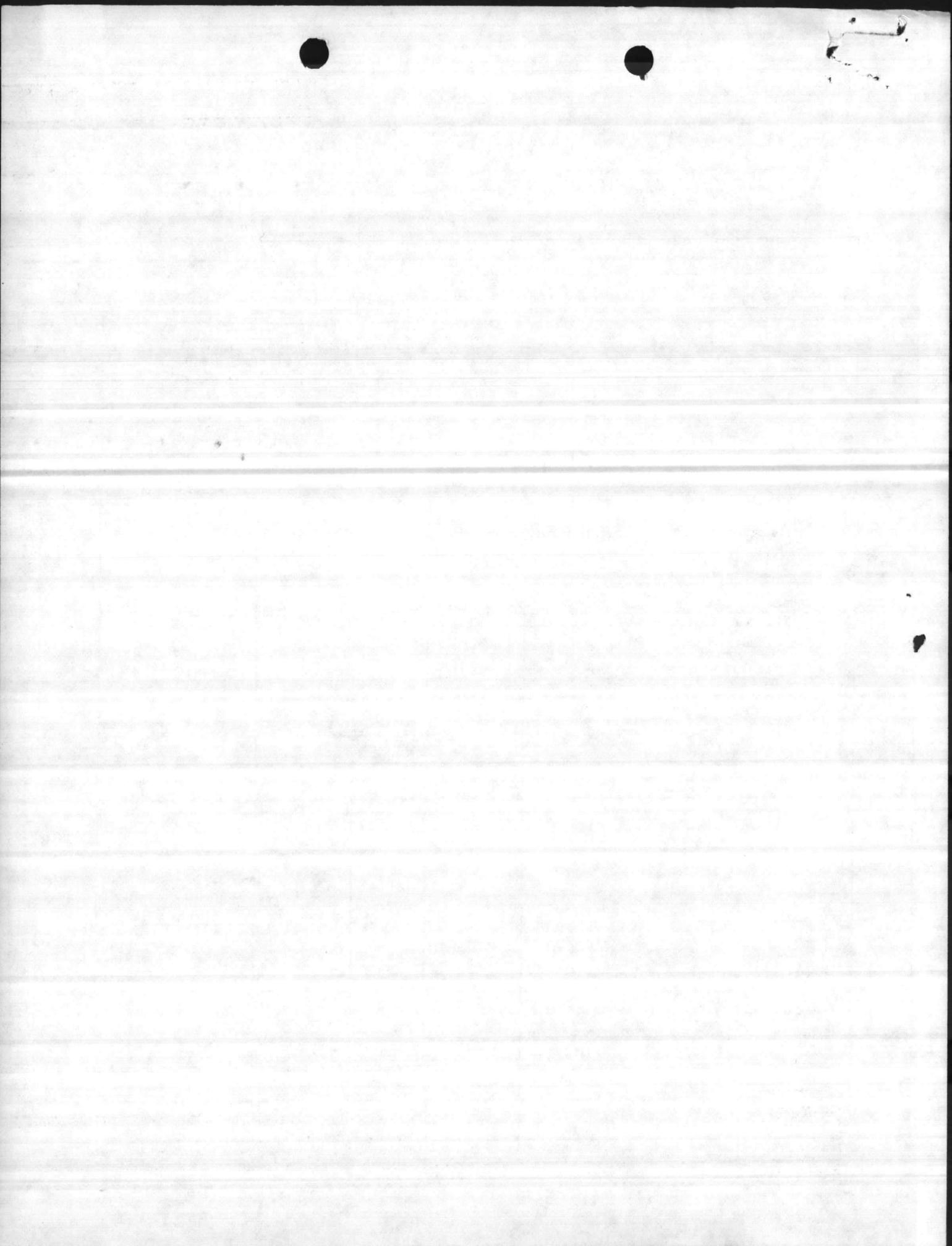
SALE OF GOVERNMENT PROPERTY--ITEM BID PAGE--SEALED BID NUMBER NO2470-79-B-2657 PAGE 2 of 2

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
		ESTIMATED					
1.	<p>BASE BID: Price for the entire work, complete, in accordance with the specification, based on the following estimated quantities of work:</p> <p>Mixed pine and hardwood</p>	179,014.25	FT ³	1101	18,080	44	
	<p>Award of the Contract, if made, will be made to the highest conforming bidder on Base Bid.</p>						

BID NO. -- TO BE FILLED IN BY SALES OFFICE

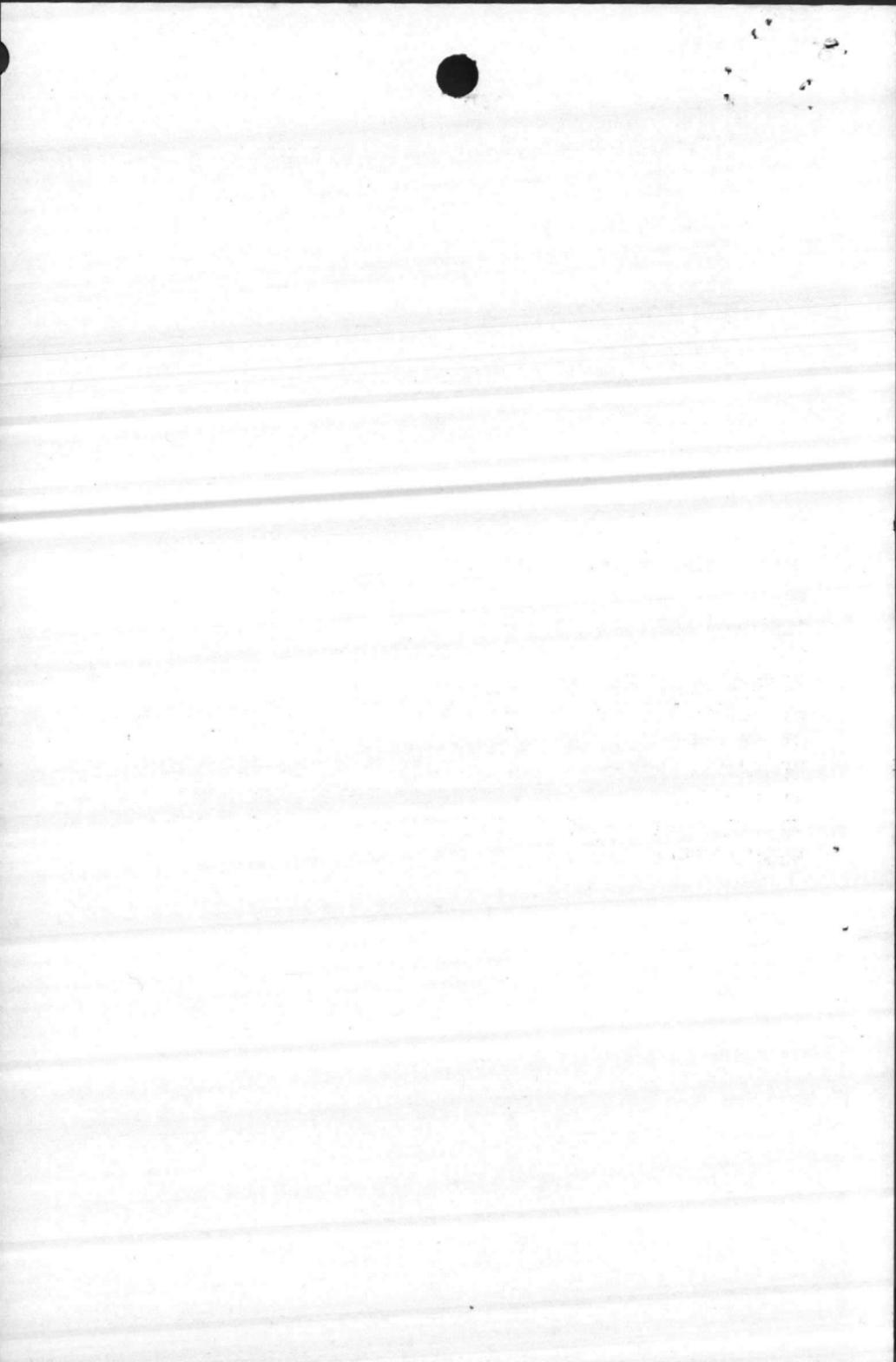
NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)

NEW RIVER WOOD CORP



IMPORTANT

THIS AMENDMENT MUST BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE AMENDMENT MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID. IF YOUR BID HAS BEEN SUBMITTED PRIOR TO THE RECEIPT OF THIS AMENDMENT, ACKNOWLEDGEMENT MAY BE MADE BY TELEGRAM, WHICH SHOULD STATE WHETHER THE PRICE CONTAINED IN YOUR SEALED BID IS TO REMAIN UNCHANGED, IS TO BE DECREASED BY AN AMOUNT, OR IS TO BE INCREASED BY AN AMOUNT. THE ACKNOWLEDGEMENT MUST BE RECEIVED PRIOR TO BID OPENING TIME UNLESS THERE IS EVIDENCE THAT IT MAY BE ACCEPTED PURSUANT TO THE PROVISIONS OF THE DEFENSE ACQUISITION REGULATIONS.



AMENDMENT OF SOLICITATION

1. AMENDMENT NO. 1
 2. EFFECTIVE DATE 23 Aug 79
 3. REQUISITION/PURCHASE REQUEST NO.
 4. PROJECT NO. (If applicable) Spec. No. 05-79-2657

5. ISSUED BY CODE 43-260
 Officer in Charge of Construction
 Jacksonville, North Carolina Area
 Building 1005, Marine Corps Base
 Camp Lejeune, North Carolina 28542
 6. ADMINISTERED BY (If other than block 5) CODE

7. CONTRACTOR NAME AND ADDRESS CODE FACILITY CODE
 (Street, city, county, state, and ZIP Code)
 8. AMENDMENT OF N62470-79-B-2657 SOLICITATION NO. Not Yet Issued DATED (See block 9)
 MODIFICATION OF CONTRACT/ORDER NO. DATED (See block 11)

9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS
 The above numbered solicitation is amended as set forth in block 12. 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:
BY ACKNOWLEDGING EACH AMENDMENT ON THE BACK OF BID FORM.
 FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE ISSUING OFFICE 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 such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10	Appropriation and Subhead	Obj. Cl.	Bureau Cont. No.	Sub-Allot.	Authorization Acct'g Act'y	Trans. Type	Property Acct'g Act'y	Country	Cost Code	Amount

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS
 (a) This Change Order is issued pursuant to _____
 The Changes set forth in block 12 are made to the above numbered contract/order.
 (b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.
 (c) This Supplemental Agreement is entered into pursuant to authority of _____
 It modifies the above numbered contract as set forth in block 12.

12. DESCRIPTION OF AMENDMENT
 TIMBER SALE, NEW HOSPITAL SITE
 at the
 Marine Corps Base, Camp Lejeune, North Carolina

DIVISION 1. GENERAL REQUIREMENTS

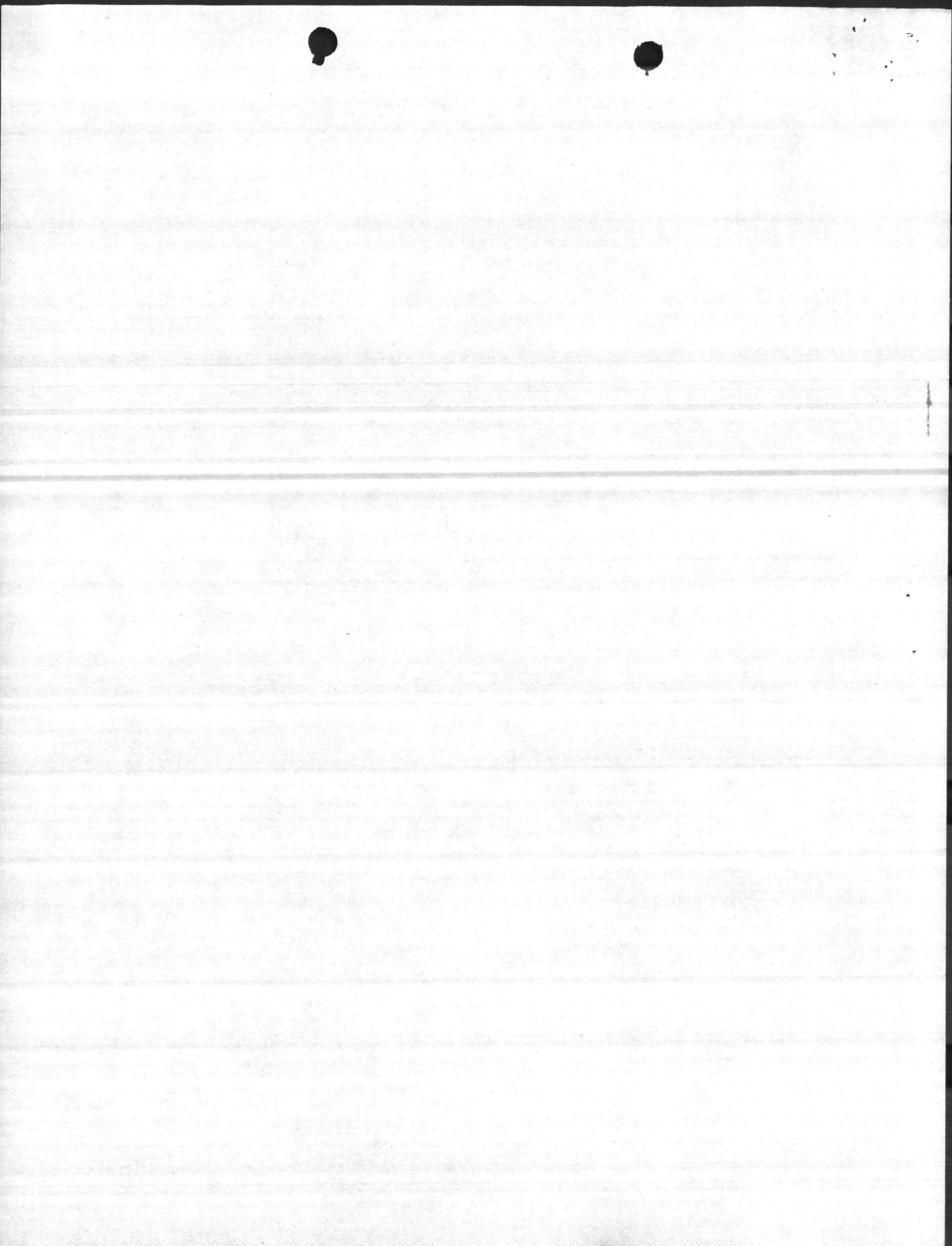
SECTION 01011. GENERAL PARAGRAPHS

5. TIME OF COMPLETION: Line 2: Change "90" to read "60".
 8. METHODS AND SCHEDULES OF PROCEDURES: At the end of this paragraph add the following statement:
 "The timber purchaser shall coordinate his hauling operations with the OICC to avoid conflicts with hauling for construction of the new Naval Regional Medical Center."

Except as provided herein, all terms and conditions of the document referenced in block 8, as heretofore changed, remain unchanged and in full force and effect.

13. OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE
 14. NAME OF CONTRACTOR/OFFEROR BY M. L. ENNETT (Signature of person authorized to sign)
 17. UNITED STATES OF AMERICA BY M. L. ENNETT (Signature of Contracting Officer)
 15. NAME AND TITLE OF SIGNER (Type or print) 16. DATE SIGNED 18. NAME OF CONTRACTING OFFICER (Type or print) 19. DATE SIGNED
 R. E. CARLSON, LCDR, CEC, USN
 Officer in Charge of Construction 23 Aug 79

for Commander, Naval Facilities
 Engineering Command



NOTICE:

Bids to be opened at 2:00 P.M.
25 SEP 1979 at the office of
Officer in Charge of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

NAVFAC
SPECIFICATION
NO. 05-79-2657

TIMBER SALE, NEW HOSPITAL SITE

at the

Marine Corps Base, Camp Lejeune, North Carolina

05-79-2657

CONTENTS

DIVISION

1. GENERAL REQUIREMENTS

SECTION

01011. General Paragraphs

01012. Additional General Provisions (Timber Sales)

01013. Bids

2. TIMBER HARVESTING

SECTION

02000. Detail Requirements

All questions concerning the plans and specifications occurring prior to bid opening shall be presented to the Director of Design Division, Public Works Department, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone 919-451-2213. Questions requiring interpretation of drawings and specifications must be submitted at least seven days before bid opening. Interpretations or modifications to specifications made as a result of questions will be made by amendment only, and unless so done, all bidders should base their bids on the plans and specifications as issued.

All questions pertaining to bidding procedures and for prior appointment to inspect the site of the work before bid opening shall be presented to the Officer in Charge of Construction, Jacksonville, North Carolina Area, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina; telephone 919-451-2581.

DIVISION 1. GENERAL REQUIREMENTS

SECTION 01011. GENERAL PARAGRAPHS

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning of this contract to promote proper timber management practices for sustained yield multiuse benefit of the forest resources at Camp Lejeune.

2. GENERAL DESCRIPTION: The work shall include furnishing all materials, labor and equipment necessary for removing stacked sawtimber and pulpwood, and other incidental related work.

3. LOCATION: The work shall be located at the Marine Corps Base, Camp Lejeune, North Carolina. The exact location will be indicated by the Officer in Charge of Construction (OICC).

4. FORM OF CONTRACT: The contract will be executed on Standard Form 114-A, Sale of Government Property - Bid and Award, and will include Standard Form 114-B, Item Bid Page, and Standard Form 114-C, General Sale Terms and Conditions. Additional General Provisions are attached and become a part of Form 114-C. Disputes Clause No. 19 has been superseded by the new Disputes Clause which is now a part of the regular General Provisions.

Make the following addition to Clause 25 of Standard Form 114-C:

"(d) 'Purchaser' or 'Contractor' means the party signing the contract for purchase of the Government-owned timber."

5. TIME OF COMPLETION: The entire work shall be completed no later than 90 days after award. IN the event work of the Purchaser is interrupted by military training or stopped by the OICC for other reasons, an extension of time may be granted. If an extension is approved, it will be given by the OICC in writing.

6. PLATES ACCOMPANYING SPECIFICATION: The following plates accompany this specification and are a part thereof. The plates are the property of the Government and shall not be used for any purpose other than that contemplated in the specification:

<u>PLATE No.</u>	<u>TITLE</u>
1	Timber Sale, New Hospital Site
2	Timber Sale, Powerline Right-of-Way New Hospital Site to Hadnot Point Substation

7. SAFETY PROGRAM: The Purchaser shall implement a safety program conforming to the requirements of Federal, State and Local laws, rules and regulations. The program shall include, but is not limited to the following:

a. "Occupational Safety and Health Standards", which can be ordered from the Superintendent of Documents, U. S. Government Printing Office, Washington, D. C. 20402, or be examined at the office where bids are being received.

b. Department of the Army, Corps of Engineers, "General Safety Requirements", which may be examined at the office where bids are being received.

8. METHODS AND SCHEDULES OF PROCEDURES: The Purchaser shall commence work within 15 days after award of the contract. The work shall be executed in a manner and at such times that will cause the least practicable disturbance to the normal activities of the Base. Before starting any work, the sequence of operations and the methods of conducting the work shall have been approved by the OICC. Before moving on or off the Base or moving from payment unit to another, the Purchaser shall give the OICCC three days notice.

9. PROTECTION AND REPAIRS: The Purchaser shall comply with the fire prevention requirements which can be found in Base Order 11320.1F, CH-1, security rules and regulations of the Base; and shall provide approved means necessary for the protection of all Government and private property, including contents of buildings affected directly or indirectly by his operation. All damage to Government or private property resulting directly or indirectly from the Purchaser's actions shall be repaired or replaced without cost to the Government.

10. ACCIDENT REPORTS: The Purchaser and his subcontractors shall maintain an accurate record of, and shall report to the OICC, exposure data and all accidents resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, and equipment incidental to work performed under the contract. The report shall be submitted on Standard Form 92 and shall be in accordance with "Instructions to Contractor for Preparation of Supervisor's Report of Accident". The "Instructions" and the required forms will be furnished by the OICC.

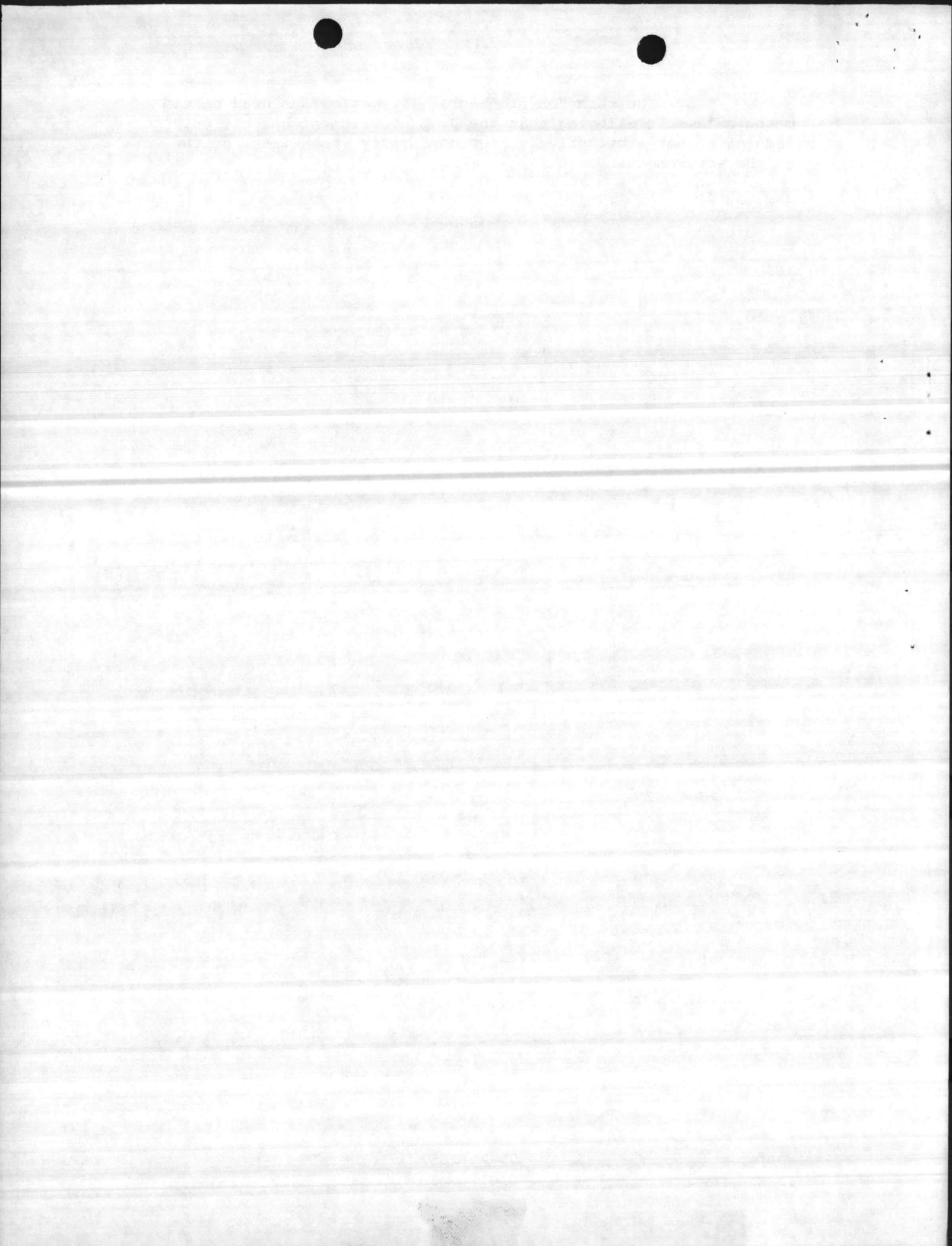
11. EMERGENCY MEDICAL CARE: Only emergency care is available by the Government facilities at Marine Corps Base, Camp Lejeune, to Purchaser employees who suffer on-the-job injury or disease. Emergency care will be rendered at the prevailing rates established in BUMEDINST 6320.4 series. Reimbursement will be made by the Purchaser to the Naval Regional Medical Center Collection Agent upon receipt of a monthly statement.

12. ENVIRONMENTAL LITIGATION:

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, and such order is based solely on acts or omissions of the U. S. Government, such suspension, delay, or interruption shall be considered as if ordered by the Officer in Charge of Construction in the administration of this contract under the terms of Standard Form 114-C, Clause 8, of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

b. The term "environmental litigation" as used herein means a lawsuit alleging that the U. S. Government has not duly considered either substantively or procedurally, the effect of the work on the environment.

END



SECTION 01012. ADDITIONAL GENERAL PROVISIONS (TIMBER SALES)

1. PAYMENT: Add the following to Clause 6: "Before entering the sale unit for the purpose of harvesting timber, the Contractor must make complete payment for all timber in that unit. The timber is sold on a lump sum basis. Payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the Treasurer of the United States."

2. DELIVERY AND REMOVAL OF PROPERTY: Clause 7 is hereby deleted and the following substituted therefor:

"Title to the timber in each payment unit area as defined in the specification shall vest in the Purchaser as and when full and final payment for the timber in payment unit area is made. Delivery shall be at the designated location, and the Purchaser shall remove the property at his expense. The Purchaser shall reimburse the Government for any damage to Government property caused by the removal operations of the Purchaser. If the Purchaser fails to remove the property as and when instructed, the Government shall have the right to charge the Purchaser and collect upon demand a reasonable storage charge if the property is stored on premises owned or controlled by the Government, or store the property elsewhere for the Purchaser's account, and all costs incident to such storing, including but not limited to handling and moving charges, shall be borne and paid by the Purchaser."

3. EQUAL OPPORTUNITY (1978 SEP)

(If during any twelve (12) month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded Federal contracts and/or subcontracts which have an aggregate value in excess of \$10,000, the Contractor shall comply with (1) through (7) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency Contracting Officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24 1965, as amended by Executive Order No.11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. (ASPR 7-103.18)

4. CONVICT LABOR: In connection with the performance of work under this contract, the Purchaser (or Contractor) agrees not to employ any person undergoing sentence of imprisonment at hard labor.

5. WORK OUTSIDE OF REGULAR HOURS: If the Purchaser desires to carry on his work outside of regular hours or on weekends or holidays, he may submit application to the OICC but shall allow ample time to enable satisfactory arrangement to be made by the Government for inspection and for providing necessary gate service.

6. SECURITY REQUIREMENTS: No employee or representative of the Purchaser will be admitted to the site of the work unless he furnishes satisfactory proof that he is a citizen of the United States or if an alien, his residence within the United States is legal. The Purchaser shall provide, in writing, and without cost to the Government, all information concerning identification and citizenship of the employees as required by the OICC. All vehicles will have properly displayed passes which will be furnished by the OICC.

7. FIRE PREVENTION AND PROTECTION: The Purchaser shall take all necessary precautions for the prevention of forest fires and shall take immediate steps to suppress all fires resulting from his operation. The Purchaser shall maintain at the site of the work, in suitable tool boxes, a sufficient number of hand fire tools so that each employee can be supplied with an axe and a shovel in case of fire. No smoking will be permitted in restricted areas. Flame permits shall be obtained from the OICC prior to performing any burning operations. All fires, whether accidental or not, shall be reported immediately to the OICC. Any and all expense incurred by the Government in the process of extinguishing fires resulting from the negligence or fault of the Purchaser shall be reimbursed in full to the Government by the Purchaser.

8. PAYMENT OF INTEREST ON CONTRACTORS' CLAIMS (1972 MAY):

(a) If an appeal is filed by the Contractor from a final decision of the Contracting Officer under the DISPUTES clause of this contract, denying a claim arising under the contract, simple interest on the amount of the claim finally determined owned by the Government shall be payable to the Contractor. Such interest shall be at the rate established by the Secretary of the Treasury pursuant to Public Law 92-41; 85 STAT 97 for the Renegotiation Board from the date the Contractor furnishes to the Contracting Officer his written appeal pursuant to the DISPUTES clause of this contract, to the date of (i) a final judgment by a court of competent jurisdiction, or (ii) mailing to the Contractor of a supplemental agreement for execution either confirming completed negotiations between the parties or carrying out a decision of a Board of Contract Appeals.

(b) Notwithstanding (a) above, (i) interest shall be applied only from the date payment was due, if such date is later than the filing of appeal; and (ii) interest shall not be paid for any periods of time that the Contracting Officer determines the Contractor has unduly delayed in pursuing his remedies before a Board of Contract Appeals or a court of competent jurisdiction. (ASPR 7-104.82)

9. SMALL BUSINESS CONCERN: A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

10. MANDATORY INSURANCE COVERAGE:

(a) Within 15 days after the award of this contract, the successful bidder shall furnish to the OICC a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

<u>Type of Insurance</u>	<u>COVERAGE</u>		
	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability	\$100,000	\$300,000	\$10,000
2. Automobile Liability	\$100,000	\$300,000	\$10,000
3. Workmen's Compensation	As Required by State Law		
4. (Other as required by state law)			

The Comprehensive General and Automobile Liability policies shall contain a provision worded as follows:

'The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy.'

The certificate of all policies shall provide for notice of cancellation to the OICC and the certificates shall indicate that the above provision has been included.

(b) The Prime Contractor shall also furnish a certificate of insurance as evidence of the existence of such coverage for all subcontractors who will work on the job. This certificate shall be furnished not less than five days before such subcontractor forces enter the Government premises.

11. PERFORMANCE BOND: The successful bidder, before the award of the contract, shall post a performance bond on Standard Form 25 in the sum of 25 percent of the entire contract price to cover the Purchaser's obligation and undertaking in harvesting and removal of timber under this contract. Such bond will remain in full force and effect during the term of this contract and any extension thereof.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT---OVERTIME COMPENSATION (40 U.S.C. 327-333) (1972 FEB):

NOTE: This contract is subject to the Contract Work Hours and Safety Standards Act and to the applicable rules, regulations, and interpretations of the Secretary of Labor.

(a) The Contractor shall not require or permit any laborer or mechanic in any workweek in which he is employed on any work under this contract to work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such workweek, whichever is the greater number of overtime hours. The "basic rate of pay", as used in this clause, shall be the amount paid per hour, exclusive of the Contractor's contribution or cost for fringe benefits and any cash payment made in lieu of providing fringe benefits, or the basic hourly rate contained in the wage determination, whichever is greater.

(b) In the event of any violation of the provisions of paragraph (a), the Contractor shall be liable to any affected employee for any amounts due, and to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight (8) hours or in excess of the standard workweek of forty (40) hours without payment of the overtime wages required in paragraph (a). (ASPR 7-602.23(a)(ii))

(c) Withholding for unpaid wages and liquidated damages: The Contracting Officer may withhold from the Government Prime Contractor, from any monies payable on account of work performed by the Contractor, or subcontractor, such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions of paragraph (b).

(d) Subcontracts: The Contractor shall insert paragraphs (a) through (d) of this clause in all subcontracts, and shall require their inclusion in all subcontracts of any tier.

(e) Records: The Contractor shall maintain payroll records containing the information specified in 29 CFR 516.2(a). Such records shall be preserved for three years from the completion of the contract.

13. QUARANTINE FOR IMPORTED FIRE ANT (7/76): All of Onslow, Jones and Cartaret Counties and portions of Duplin and Craven Counties have been declared a generally infested area by the United States Department of Agriculture for the imported fire ant. Compliance with the quarantine regulations established by this authority as set forth in USDA Quarantine No. 81 dated 9 October 1970, and USDA Publication 301.81-2A of 23 July 1976, is required for operations hereunder. Pertinent requirements of the quarantine for materials, originating on the Camp Lejeune reservation and the Marine Corps Air Station (Helicopter), New River, which are to be transported outside the Onslow County or adjacent suppression areas, include the following:

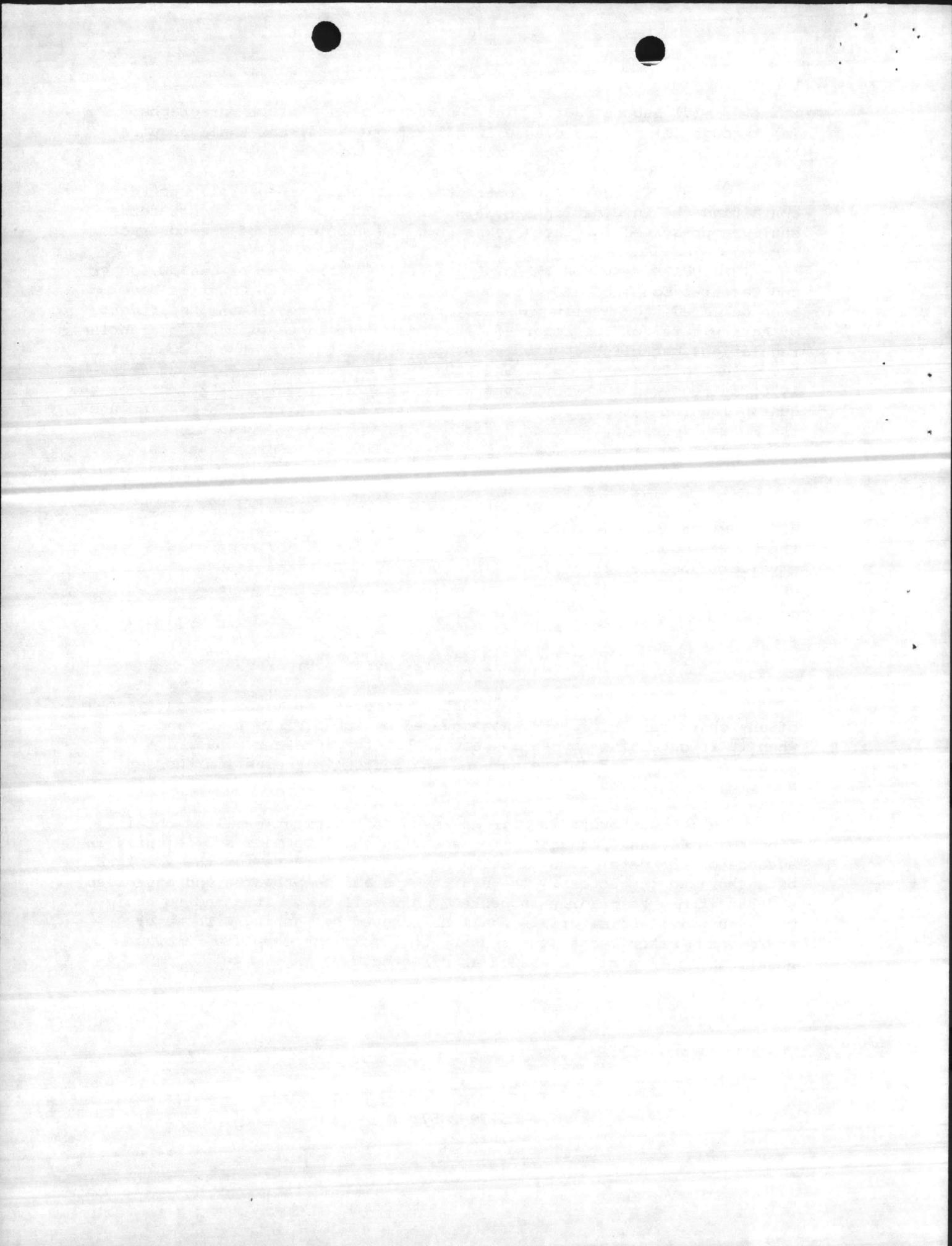
(a) Certification is required for the following articles, and they shall not be moved from the reservation to any point outside the Onslow County and adjacent designated areas unless accompanied by a valid inspection certificate issued by an authorized imported fire ant inspector:

(1) Bulk soil.

(2) Used mechanized soil-moving equipment

(3) Any other products, articles, or means of conveyance of any character whatsoever, not covered by sub-divisions (1) and (2), when it is determined by an inspector that they present a hazard of spread of the imported fire ant and the person in possession thereof has been so notified.

(b) Authorization for movement of equipment shall be obtained from the OICC, and requests for inspection shall be made sufficiently in advance of the date of movement to permit arrangements for the services of authorized inspectors. The equipment shall be prepared and assembled so that it may be readily inspected. All soil on or attached to equipment, supplies and materials shall be removed by washing with water and/or such other means as necessary to accomplish complete removal. Resulting spoil shall be wasted as directed.



SECTION 01013. BIDS

1. INSTRUCTIONS TO BIDDERS: Standard Form 114, January 1970 Edition, Bid and Award, shall be observed in the preparation of bids. Bidders shall affix their names and return addresses in the upper left corner of bid envelopes. Envelopes containing bids must be sealed.

2. BID GUARANTY will be required in the amount of 20 percent of the total amount of the bid. A bid bond on Standard Form 24 may be furnished in lieu of bid deposit.

3. ITEM OF BIDS: Bids shall be submitted, in triplicate, on Standard Form 114-B, upon the following item:

Item 1. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work'

<u>Classification of Work</u>	<u>Estimated Quantities</u>	<u>Unit Price</u>	<u>Total Price</u>
Mixed pine and hardwood	179,014.25 FT ³	_____	_____

THE FOREGOING ESTIMATED VOLUMES ARE NOT GUARANTEED. It is the responsibility of each prospective bidder to satisfy himself as to the quantity and quality of wood products to be removed. The timber is to be sold on a lump sum basis.

4. THE UNIT AND TOTAL PRICES for various items in the schedule above shall be deemed to include all costs required for the entire work, complete in accordance with the specification, including all materials, labor, equipment, tools, supervision and related items.

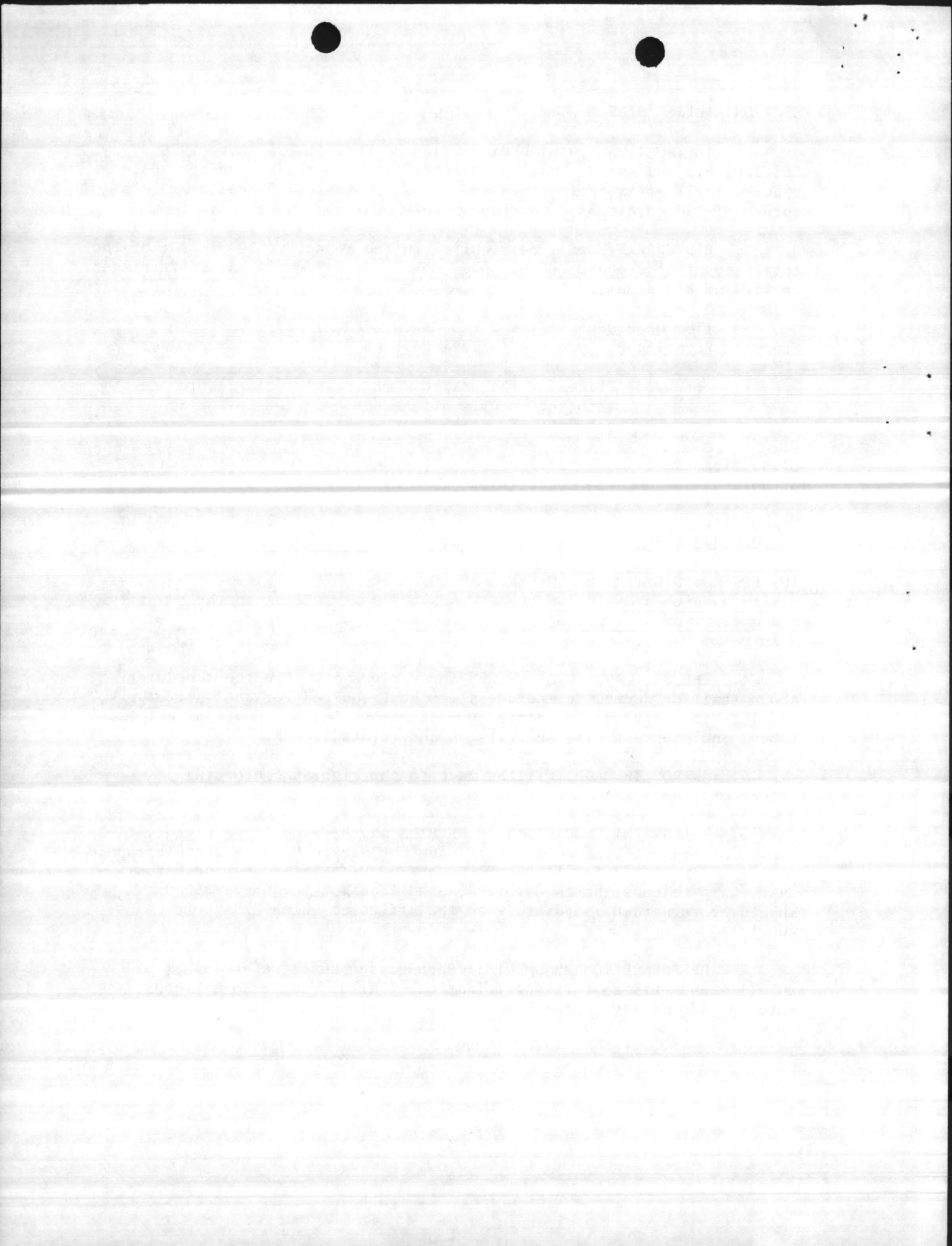
5. AWARD, IF MADE, will be made to the highest conforming bidder on Item 1.

6. TELEGRAPHIC MODIFICATION OF BIDS may be made. Two signed copies of the telegram in a sealed envelope marked "Copies of telegraphic modification of bid for TIMBER SALE, NEW HOSPITAL SITE, Marine Corps Base, Camp Lejeune, North Carolina, Specification No. 05-79-2657" should be forwarded immediately to the office to which bids were submitted.

7. REFERENCE TO AMENDMENTS: Each bidder shall refer in his bid to all amendments to this specification. Failure to do so may constitute an informality in the bid.

END

05-79-2657
01013 - 1



DIVISION 2. TIMBER HARVESTING

Section 02000. DETAIL REQUIREMENTS

1. GENERAL REQUIREMENTS: The work includes the removal of decks of mixed pine hardwood timber. Wood products will be removed from the Base through gates and/or roads designated by the Officer in Charge of Construction.

2. SCOPE OF WORK: The Purchaser will furnish all necessary equipment and perform all labor required for the removal of timber from the project in accordance with the specifications.

3. MARKED TREES: The designated timber to be removed is decked at various locations throughout the construction area. No standing timber will be removed without written permission of the OICC. Any dispute as to whether a tree should be harvested is subject to the decision of the Officer in Charge of Construction. All standing trees cut shall be paid for as specified under "Damages to Standing Timber" unless prior written approval is given for their removal.

4. QUANTITIES: The following is a summary of the volumes of timber offered for sale. These volumes both quantity and quality are not guaranteed. It is the responsibility of each bidder to satisfy himself as to the quality and quantity of the wood products to be removed. The total volume is based on the sum of the cubic foot volume of each deck including air space in the deck.

<u>STACK NUMBER</u>	<u>CUBIC FOOT VOLUME</u>
A	13,130.56
B	13,159.41
C	27,115.59
D	23,839.73
E	8,365.82
F	2,600.82
G	26,554.85
H	3,547.12
I	4,075.54
J	17,577.66
K	8,167.12
L	4,111.38
M	2,530.58
N	3,960.56
O	2,071.00
P	956.25
Q	1,383.75
R	4,704.82
S	6,958.13
T	4,203.56
	<u>179,014.25</u>

5. CUTTING: No standing trees shall be cut without written permission of the OICC.

6. SLASH DISPOSAL: All timber not utilized shall be lopped so that no portion of timber is more than three feet above the surface of the ground. Lopping will be done as the cutting progresses. Woods roads, paths, logging trails and fire breaks will be clean and passable at all times. No refuse shall be left on the right-of-way of any communication line, power line, gas line, or any utility right-of-way.

7. DAMAGE TO STANDING TIMBER: All trees not decked for removal that have been cut or excessively damaged (including fire damage) in the opinion of the Officer in Charge of Construction by careless operations of the purchaser shall be paid for at the rate of \$0.25 per diameter inch for trees up to 12.0 inches in diameter outside bark (DOB) across the stump, if cut, or 4-1/2 feet above ground, if uncut, \$1.00 per diameter inch for trees between 12.1 inches and 18 inches; and \$2.00 per diameter inch for trees 18.1 inches in diameter and larger. When directed by the Officer in Charge of Construction the damaged trees shall be salvaged. Stumpage damaged by fire caused by the negligence or fault of the purchaser shall be cut. The Government will mark and tally such stumpage and the purchaser will remove it from the base. Payment which will occur prior to harvest for such fire damaged products shall be made by the purchaser at double the bid price. The removal of timber under this contract shall be accomplished by use of conventional and/or specialized logging equipment, when specified, and the application of standard forestry practices currently in use in this area. Work shall be conducted in a manner which minimizes the damage to residual timber, of all species, including natural regeneration. Skidding with wheeled tractors having a blade or frame wider than the width of the wheelbase is prohibited. The use of crawler or tracked equipment in the woods is restricted to (1) the maintenance of established trails currently graded and maintained by the base, (2) the construction and maintenance of necessary new haul roads as approved by the Officer in Charge of Construction, (3) the assistance of disabled vehicles, (4) within the limits of designated areas only for felling trees, with no other use being permitted without prior approval.

8. ADDITIONAL CUTTING OF MERCHANTABLE TIMBER: Merchantable trees which must be removed by the government, but are not a part of an existing contract, may be added to an existing contract if approved by the purchaser and approved by the Officer in Charge of Construction in writing. These additions will be paid for at 100% of the bid price per cubic foot regardless of the product.

9. TEMPORARY FACILITIES: The construction of roads, temporary structures, logging decks, or other improvements for the logging of timber, except for sawmills, will be permitted provided that the plans, locations and arrangements for removal, if necessary, are approved in advance by the Officer in Charge of Construction. Temporary structures for sanitation reasons must be approved by the Officer in Charge of Construction in writing. The purchaser will be required to leave and

enter main roads at designated places in order to protect seeded road shoulders and to use secondary existing roads and turn-offs where available. When secondary roads or turn-offs are not available and grassed road shoulders must be used for access, all possible precautions will be used to prevent damage and an unsightly situation. Damage to roads, road shoulders whether grassed or dirt, or other seeded areas such as wildlife openings shall be repaired by the purchaser so as to restore the area to the condition which existed before use. All protective measures such as gravel for haul and skid roads or road shoulders will be performed by the purchaser before damage becomes severe or unsightly without cost to the government. All roads must be kept clean and passable to two-wheel drive vehicles at all times. Ingress to the area shall be directly from a road and then up and down the area insofar as possible. Egress shall follow the reverse procedure.

10. SANITATION AND CLEAN UP: Adequate sanitation conveniences of an approved type, properly secluded from public observation, shall be constructed and maintained in an approved manner for the use of persons employed on the job. All temporary structures for sanitation purposes must be approved by the Officer in Charge of Construction in writing. The temporary structures and the sale area shall be maintained in a clean and sanitary condition at all times and rubbish, litter, or any type refuse except for logging slash shall be buried in a suitable location so as to prevent the pollution of streams or stream courses, or carried off base and disposed of. After completion of the work and before movement to another location, the purchaser shall remove all temporary structures, tools, materials and dispose of all debris, litter, refuse and clean up the site.

11. PROTECTION OF STREAMS AND STREAMSIDE AREAS: All operations directly or indirectly related to the harvesting of timber will be conducted in a manner to prevent, insofar as possible, damage to stream courses, ditches or streamside zones. No logs shall be hauled, skidded or yarded in or across any stream course without prior approval of the Officer in Charge of Construction or his representative, and logging equipment will not be permitted to cross or enter any stream course or stream side zone outside the logging area without prior approval. Stream courses and ditches shall be cleared of all logs, chunks, slash and debris resulting directly from operations under this contract. Any repair or maintenance which could result in leakage or spillage of oil, fuel or any dangerous substance must be done in such a manner as to prevent it from entering any ditches, streams, or natural drainage. Such work must be done so it is not visible from roads or trails insofar as possible.

12. PREVENTION AND CONTROL OF SOIL EROSION AND SOIL DAMAGE: The purchaser shall take all possible precautions to prevent or minimize soil erosion and/or damage to the soil, including but not limited to:

- a. Prevention of gulying of roads, skids trails and log landings.
- b. Protection of cover, soil and water conditions in natural or artificial openings.
- c. Stop all logging when soil conditions are such that excessive damage could result to forest soil or forest access roads.

If the contractor does not suspend operations on his own, the Officer in Charge of Construction may suspend logging operations in whole or in part for such period(s) as necessary to prevent excessive damage. Damage attributed to the Contractor operation under this contract which is determined by the Officer in Charge of Construction or his representative to be excessive shall be repaired by the purchaser as soon as practical. In the event the purchaser fails to take prudent corrective action, the Officer in Charge of Construction will specify a date for completion of the work.

13. SAFETY PROCEDURES INVOLVING OVERHEAD LINES: The purchaser shall prevent trees and brush from touching overhead lines and shall inform his personnel of the hazards involved in cutting around overhead lines. If an overhead line is damaged in any way or a power outage results, the purchaser will immediately call the Officer in Charge of Construction reporting time and location of trouble.

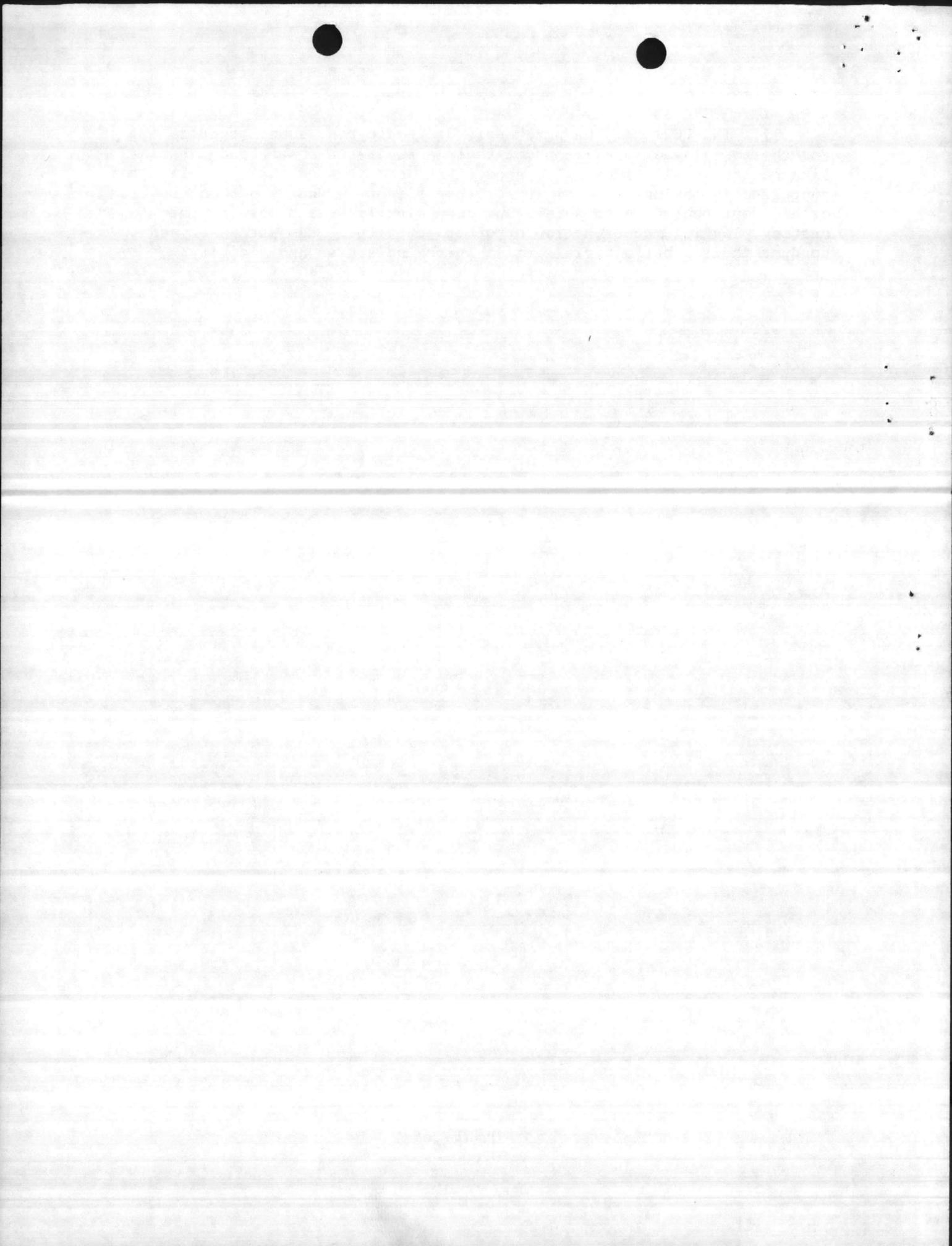
14. TIMBER MARKING EQUIPMENT: The purchaser, sub-contractors, agents, servants and employees are prohibited from bringing onto the base, or having in their possession while on the base, paint or equipment for timber marking. Any violation hereunder shall make this contract, at the option of the Officer in Charge of Construction, subject to immediate termination.

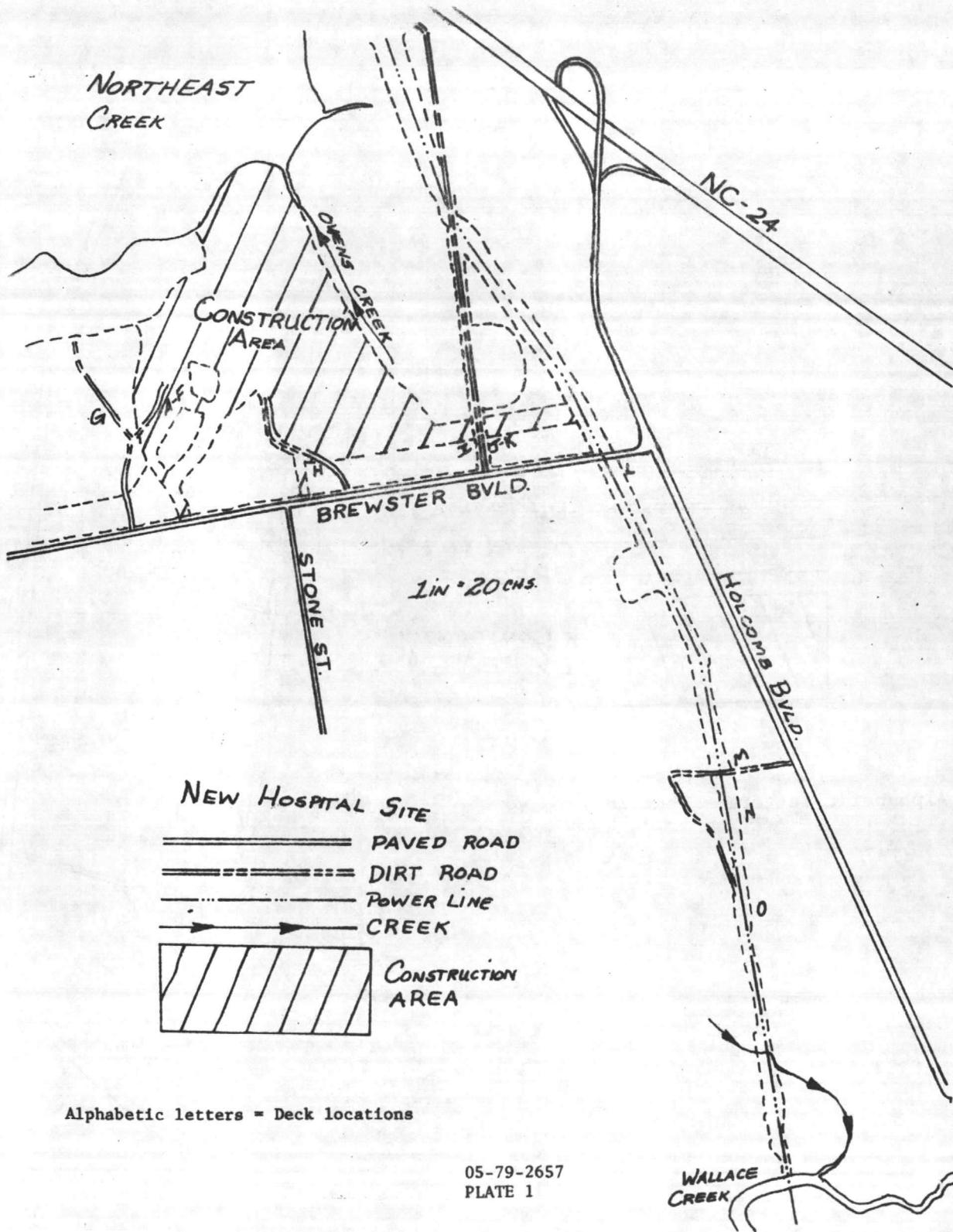
15. AUTHORIZED REPRESENTATIVE OF THE PURCHASER: The purchaser shall at all times during his operation under this contract, have present at the job site an individual authorized to receive and take action on instructions given him by the Officer in Charge of Construction or his representative. The purchaser's representative must be a competent individual who is approved by the Officer in Charge of Construction prior to commencement of this contract. If this representative proves incompetent or fails to take action on instructions given him by the Officer in Charge of Construction or his representative the purchaser's representative will be removed at the request of the Officer in Charge of Construction and replaced with a competent representative.

16. ENDANGERED SPECIES: No logging or related activity will be permitted within 200 feet of a red-cockaded woodpecker cavity tree between 1 March and 1 August. In the event a red-cockaded woodpecker cavity tree(s) is/are discovered within the sale area or the vicinity of the sale area, the above logging restrictions shall be applicable for each cavity tree.

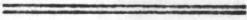
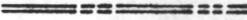
17. INSPECTION: The purchaser, his employees, subcontractors and their employees shall conduct their activity in a safe and workman-like manner at all times. The above mentioned persons shall at all times cooperate in making it possible for the Officer in Charge of Construction or his representative to safely and economically scale, inspect the cutting, logging, construction or other activity of the purchaser and to conduct their other official duties in the sale area and vicinity.

END



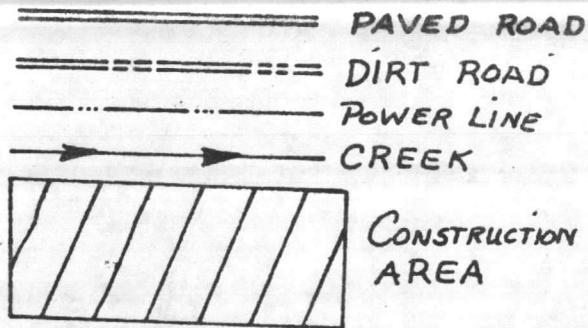


NEW HOSPITAL SITE

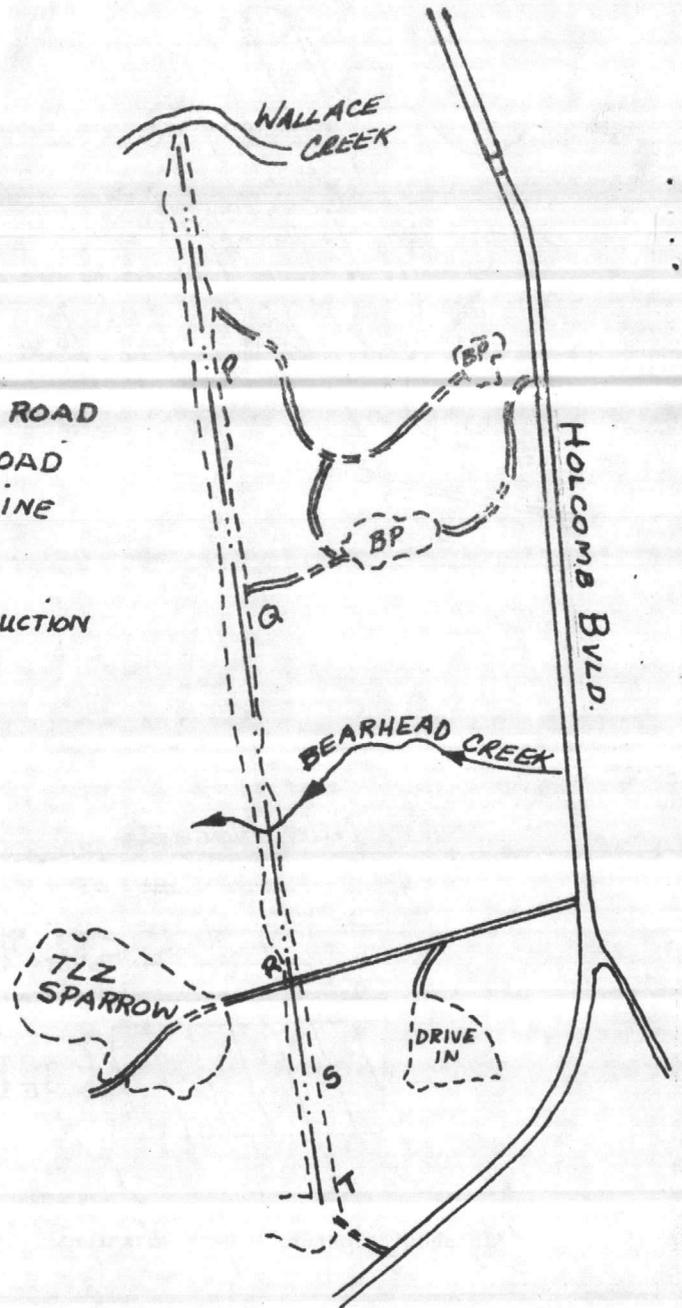
-  PAVED ROAD
-  DIRT ROAD
-  POWER LINE
-  CREEK
-  CONSTRUCTION AREA

Alphabetic letters = Deck locations

05-79-2657
PLATE 1



Alphabetic letters = Deck locations



LIBRARY - NEW YORK

STACK A

$$W = 17.75 \text{ FT}$$

$$13,130.5625 \text{ FT}^3$$
$$1 \text{ CD} = 128 \text{ FT}^3$$

$$102.5825 \text{ CDS}$$

AREA 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{11.5 \times 11 \times 17.75}{2}$$

$$V = 1122.6875 \text{ FT}^3$$

AREA 2

$$V = B \times H \times W$$

$$V = 51.5 \times 11 \times 17.75$$

$$V = 10,055.375 \text{ FT}^3$$

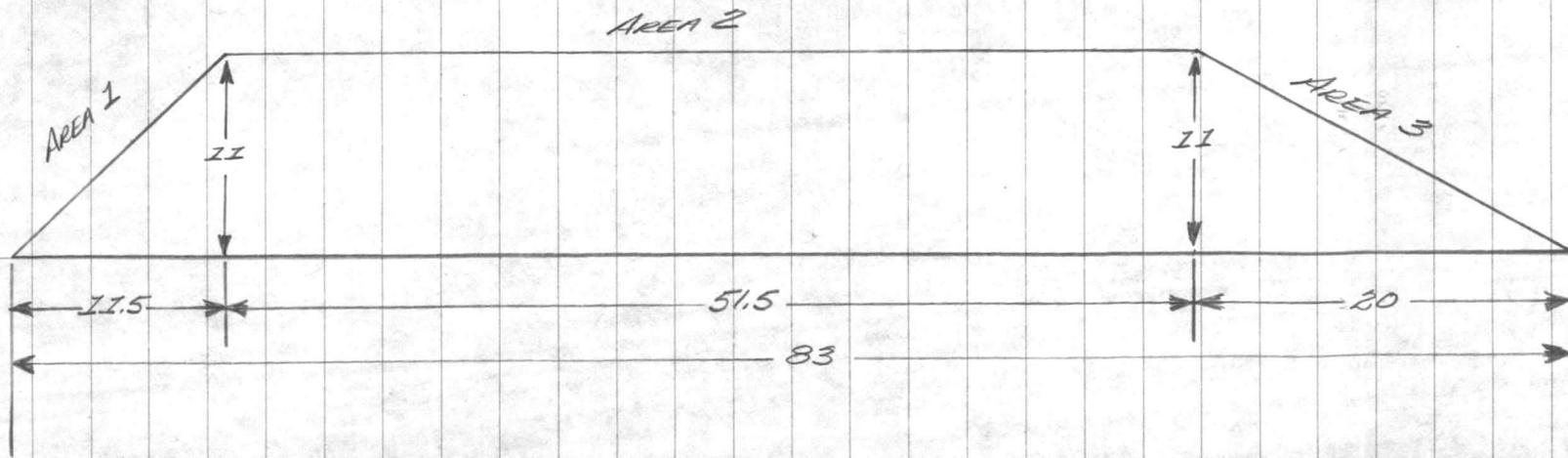
AREA 3

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{20 \times 11 \times 17.75}{2}$$

$$V = 1952.5 \text{ FT}^3$$

1 IN = 10 FT.



1911

W = 17.75 FT.

AREA 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{9.55 \times 9.5 \times 17.75}{2}$$

$$V = 805.1843 \text{ FT}^3 \checkmark$$

AREA 2

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(9.5 + 7.5) \times 11.2 \times 17.75$$

$$V = 1689.8 \text{ FT}^3 \checkmark$$

AREA 3

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(7.5 + 13) \times 10.75 \times 17.75$$

$$V = 1955.8281 \text{ FT}^3 \checkmark$$

AREA 4

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(13 + 11) \times 5 \times 17.75$$

$$V = 1065.00 \text{ FT}^3 \checkmark$$

AREA 5

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(11 + 14.5) \times 8 \times 17.75$$

$$V = 1810.5 \text{ FT}^3 \checkmark$$

AREA 6

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(14.5 + 13.5) \times 16 \times 17.75$$

$$V = 3976.0 \text{ FT}^3 \checkmark$$

AREA 7

$$V = \frac{B \times W \times H}{2}$$

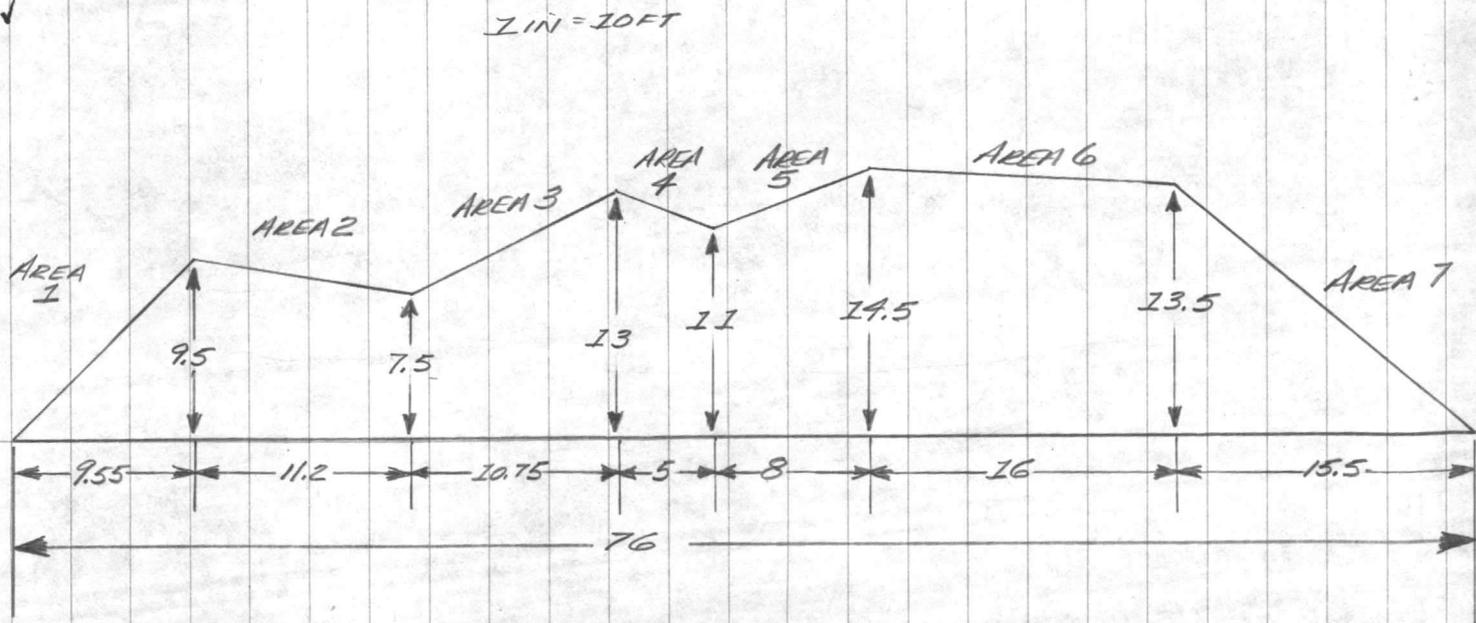
$$V = \frac{15.5 \times 17.75 \times 13.5}{2}$$

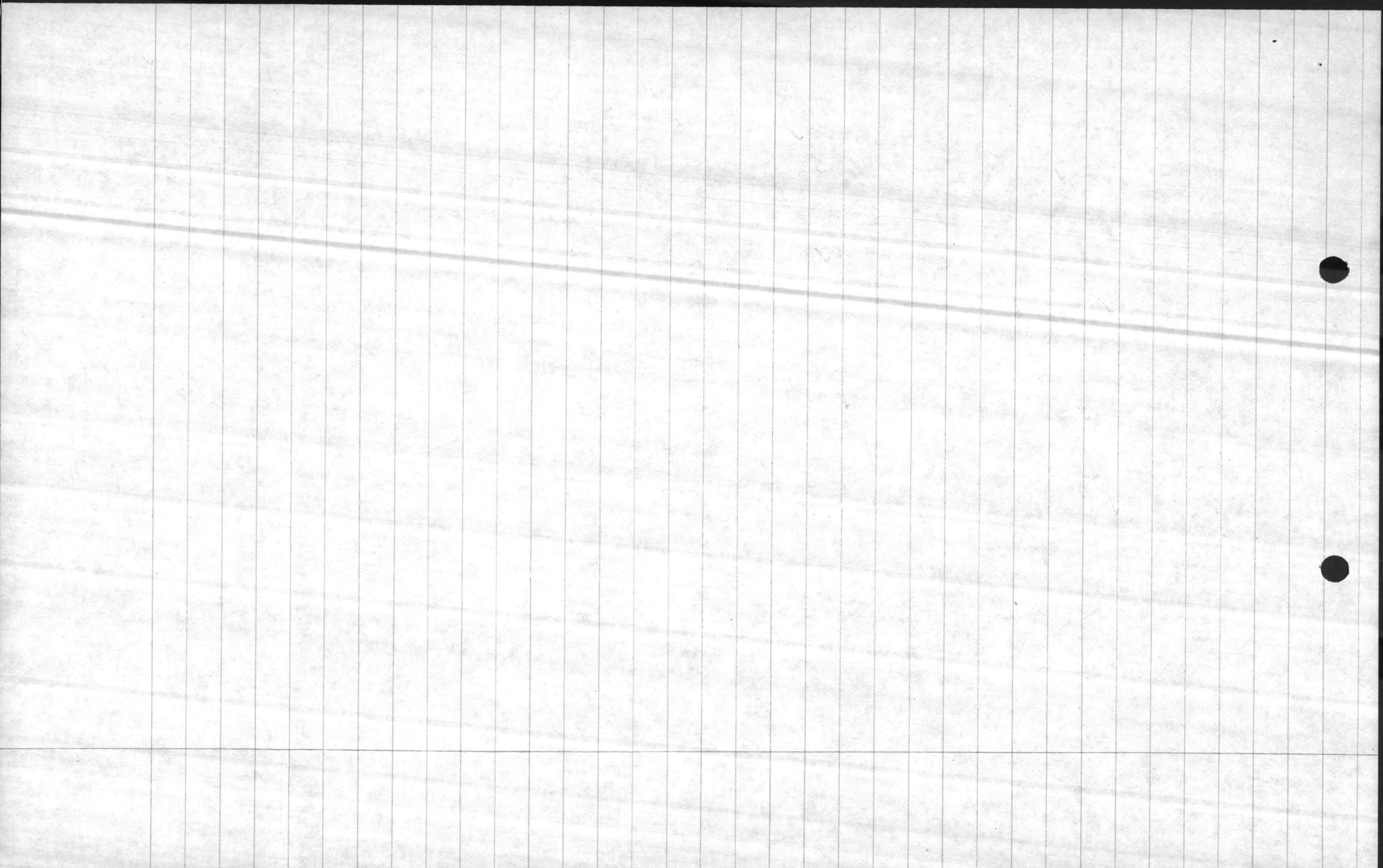
$$V = 1857.0938 \checkmark$$

$$\text{TOTAL FT}^3 \text{ VOLUME} = 13,159.4062 \checkmark$$

$$128 \text{ FT}^3 = 1 \text{ CD}$$

102.808 CORDS
STACK B





$$W = 17.5 \text{ FT}$$

Area 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{13.75 \times 10 \times 17.5}{2}$$

$$V = 1203.125 \text{ FT}^3 \downarrow$$

Area 2 - I HAVE SAME FORMULA

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(10 + 13) \times 17 \times 17.5$$

$$V = 3421.2500 \text{ FT}^3 \downarrow$$

Area 3

$$V = \frac{1}{2}(13 + 12.2) \times 19 \times 17.5$$

$$V = 4189.5 \text{ FT}^3 \downarrow$$

Area 4

$$V = \frac{1}{2}(12.2 + 10) \times 7 \times 17.5$$

$$V = 1359.750 \text{ FT}^3 \downarrow$$

Area 5

$$V = \frac{1}{2}(10 + 12.2) \times 7.75 \times 17.5$$

$$V = 1505.4375 \text{ FT}^3 \downarrow$$

Area 6

$$V = \frac{1}{2}(12.2 + 10.75) \times 12 \times 17.5$$

$$V = 2409.75 \downarrow$$

Area 7

$$V = \frac{1}{2}(10.75 + 13.2) \times 13 \times 17.5$$

$$V = 2724.3125 \text{ FT}^3 \downarrow$$

Area 8

$$V = \frac{1}{2}(13.2 + 11.2) \times 9 \times 17.5$$

$$V = 1921.5 \text{ FT}^3 \downarrow$$

Area 9

$$V = \frac{1}{2}(11.2 + 13.75) \times 11.75 \times 17.5$$

$$V = 2565.171875 \text{ FT}^3 \downarrow$$

Area 10

$$V = \frac{1}{2}(13.75 + 10.2) \times 12.5 \times 17.5$$

$$V = 2619.53125 \text{ FT}^3 \downarrow$$

Area 11

$$V = \frac{1}{2}(10.2 + 12.75) \times 6.75 \times 17.5$$

$$V = 1355.494375 \text{ FT}^3 \downarrow$$

Area 12

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{16.5 \times 12.75 \times 17.5}{2}$$

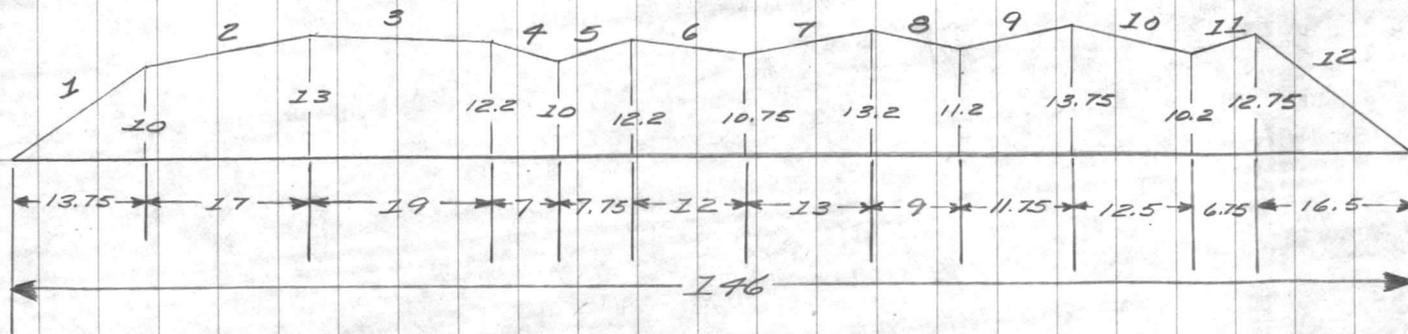
$$V = 1840.78125 \text{ FT}^3 \downarrow$$

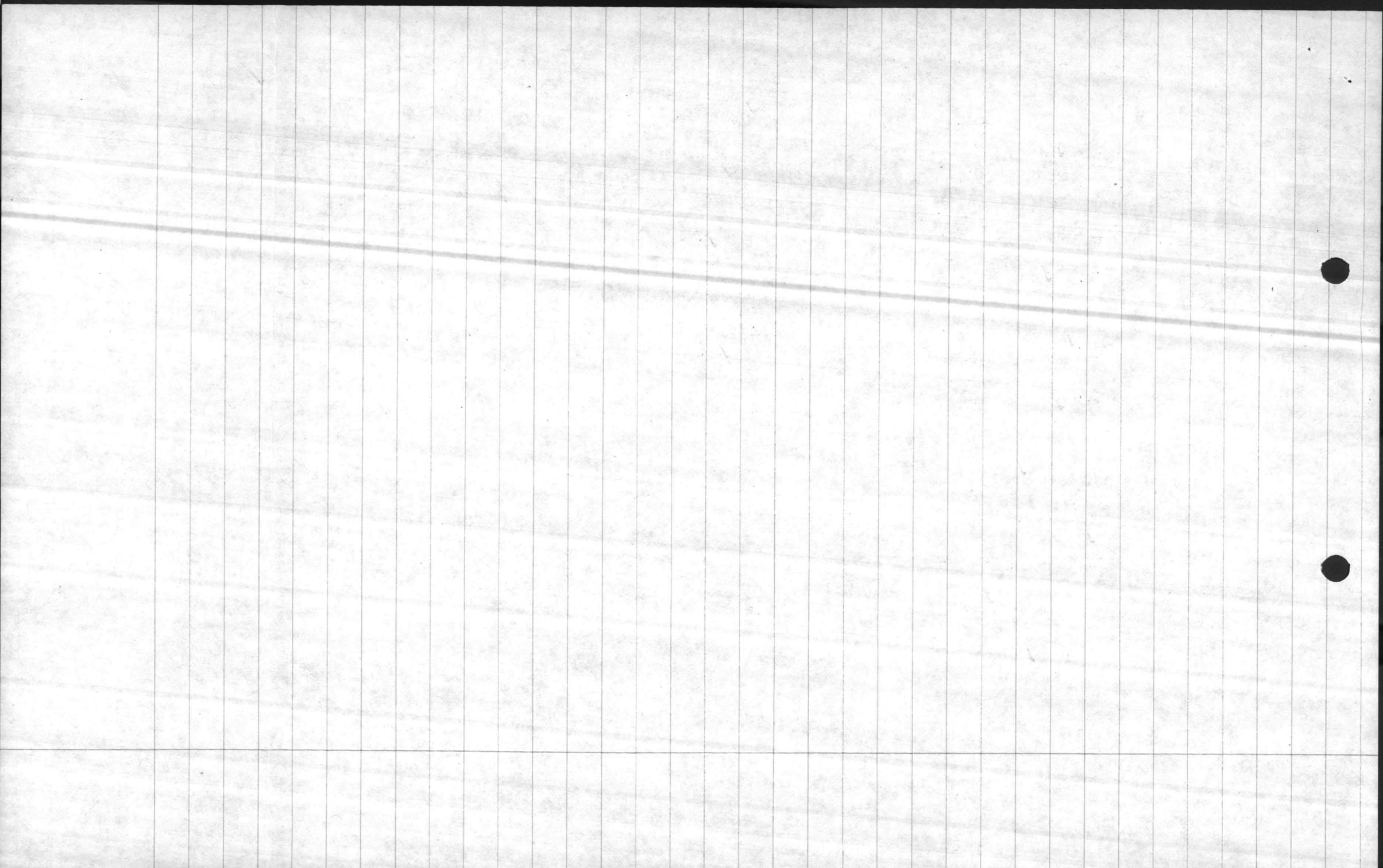
$$27,115.5937 \text{ FT}^3 \downarrow$$

$$211.841 \text{ CORDS}$$

STACK C

$$1 \text{ IN} = 20 \text{ FT}$$





$$W = 17.5 \text{ FT}$$

AREAS 1-10 SAME FORMULA

$$V = \frac{1}{2}(H_1 + H_2) * B * W$$

AREA 1

$$V = \frac{1}{2}(8.5 + 15) * 5.25 * 17.5$$

$$V = 1079.5313 \text{ FT}^3$$

AREA 2

$$V = \frac{1}{2}(15 + 14.5) * 14 * 17.5$$

$$V = 3613.75 \text{ FT}^3$$

AREA 3

$$V = \frac{1}{2}(14.5 + 11.5) * 9.5 * 17.5$$

$$V = 2161.25 \text{ FT}^3$$

AREA 4

$$V = \frac{1}{2}(11.5 + 14.75) * 12.5 * 17.5$$

$$V = 2871.0938 \text{ FT}^3$$

AREA 5

$$V = \frac{1}{2}(14.75 + 10) * 6.5 * 17.5$$

$$V = 1407.6563 \text{ FT}^3$$

AREA 6

$$V = \frac{1}{2}(10 + 12) * 12 * 17.5$$

$$V = 2310.0 \text{ FT}^3$$

AREA 7

$$V = \frac{1}{2}(12 + 12.75) * 17.1 * 17.5$$

$$V = 3,703.2186 \text{ FT}^3$$

AREA 8

$$V = \frac{1}{2}(12.75 + 9.75) * 6.5 * 17.5$$

$$V = 1279.6875 \text{ FT}^3$$

AREA 9

$$V = \frac{1}{2}(9.75 + 12.2) * 6.2 * 17.5$$

$$V = 1190.7875 \text{ FT}^3$$

AREA 10

$$V = \frac{1}{2}(12.2 + 12) * 13 * 17.5$$

$$V = 2752.75 \text{ FT}^3$$

AREA

$$V = \frac{H * B * W}{2}$$

$$V = \frac{12 * 14 * 17.5}{2}$$

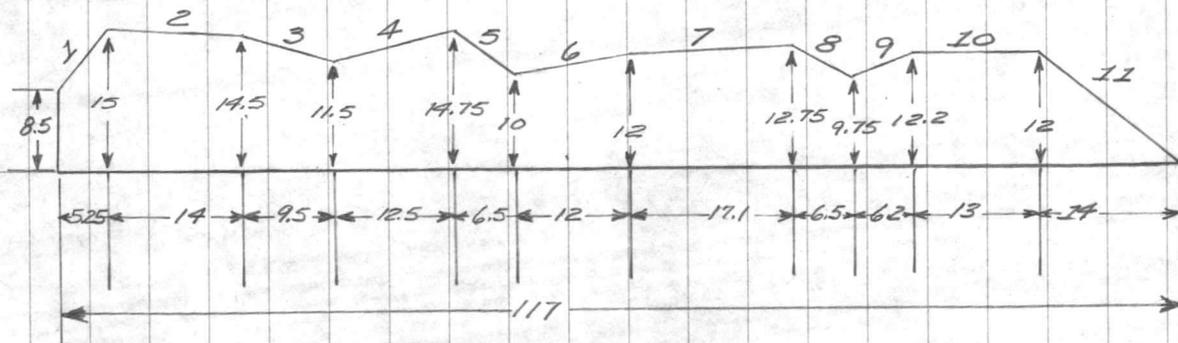
$$V = 1470.0 \text{ FT}^3$$

$$23,839.725 \text{ FT}^3$$

$$186.248 \text{ CDS}$$

STACK D

$$L \text{ IN} = 20 \text{ FT.}$$



$$W = 17.25$$

AREA 1

$$V = \frac{B+H+W}{2}$$

$$V = \frac{12.5 * 11.75 + 17.25}{2}$$

$$V = 1266.796875 \text{ FT}^3 \checkmark$$

AREA 2 THROUGH 5

$$V = \frac{1}{2}(H_1 + H_2) * B * W$$

$$V = \frac{1}{2}(11.75 + 11) * 4.5 * 17.25$$

$$V = 882.984375 \checkmark$$

AREA 3

$$V = \frac{1}{2}(11 + 14.2) * 5.25 * 17.25$$

$$V = 1141.0875 \text{ FT}^3 \checkmark$$

AREA 4

$$V = \frac{1}{2}(14.2 + 12.5) * 14.5 * 17.25$$

$$V = 3339.16875 \text{ FT}^3 \checkmark$$

AREA 5

$$V = \frac{1}{2}(12.5 + 10.5) * 8.75 * 17.25$$

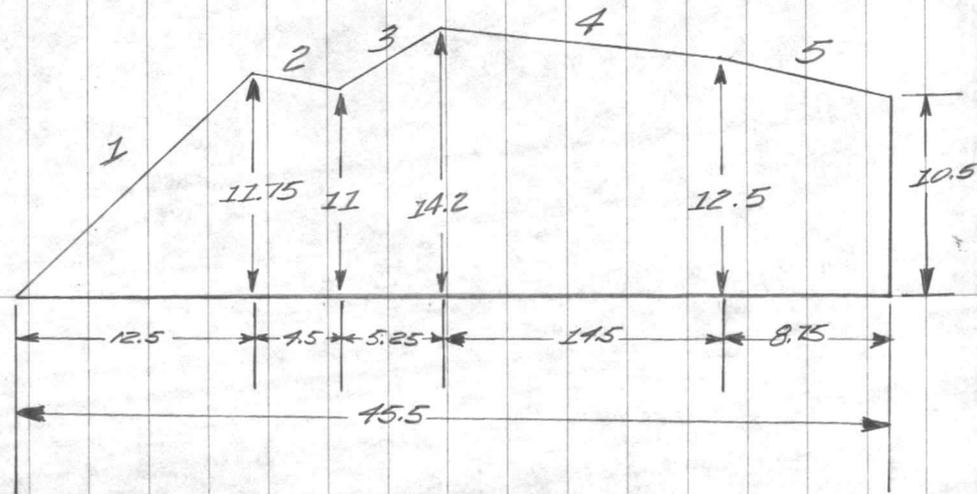
$$V = 1735.78125 \checkmark$$

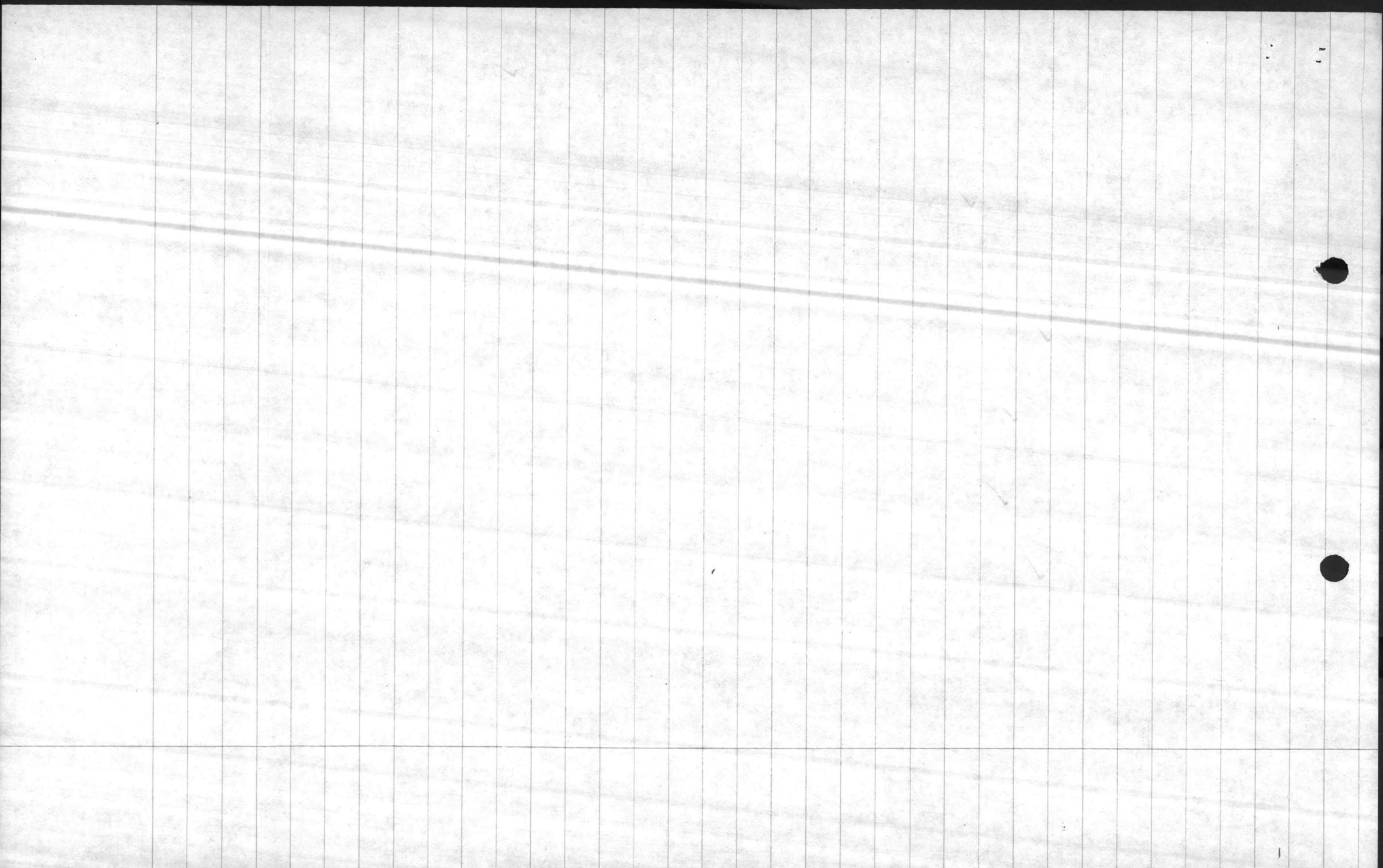
$$8365.81875 \text{ FT}^3 \checkmark$$

$$65.3580 \text{ CORDS}$$

STACK E

1 IN = 10 FT





$$W = 17.75 \text{ FT}$$

Area 1

$$V = \frac{B \times W \times H}{2}$$

$$V = \frac{9.5 \times 17.75 \times 7.75}{2}$$

$$V = 653.421875 \checkmark$$

Area 2

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(7.75 + 6.75) \times 12.2 \times 17.75$$

$$V = 1569.9875 \text{ FT}^3 \checkmark$$

Area 3

$$V = \frac{B \times W \times H}{2}$$

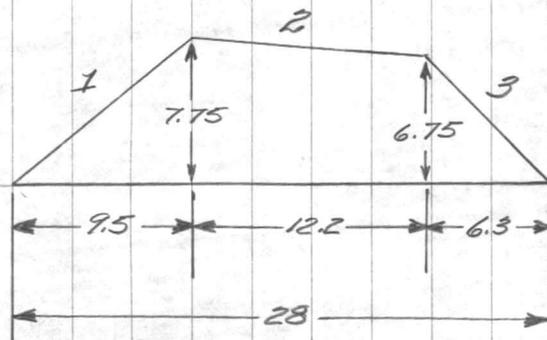
$$V = \frac{6.3 \times 17.75 \times 6.75}{2}$$

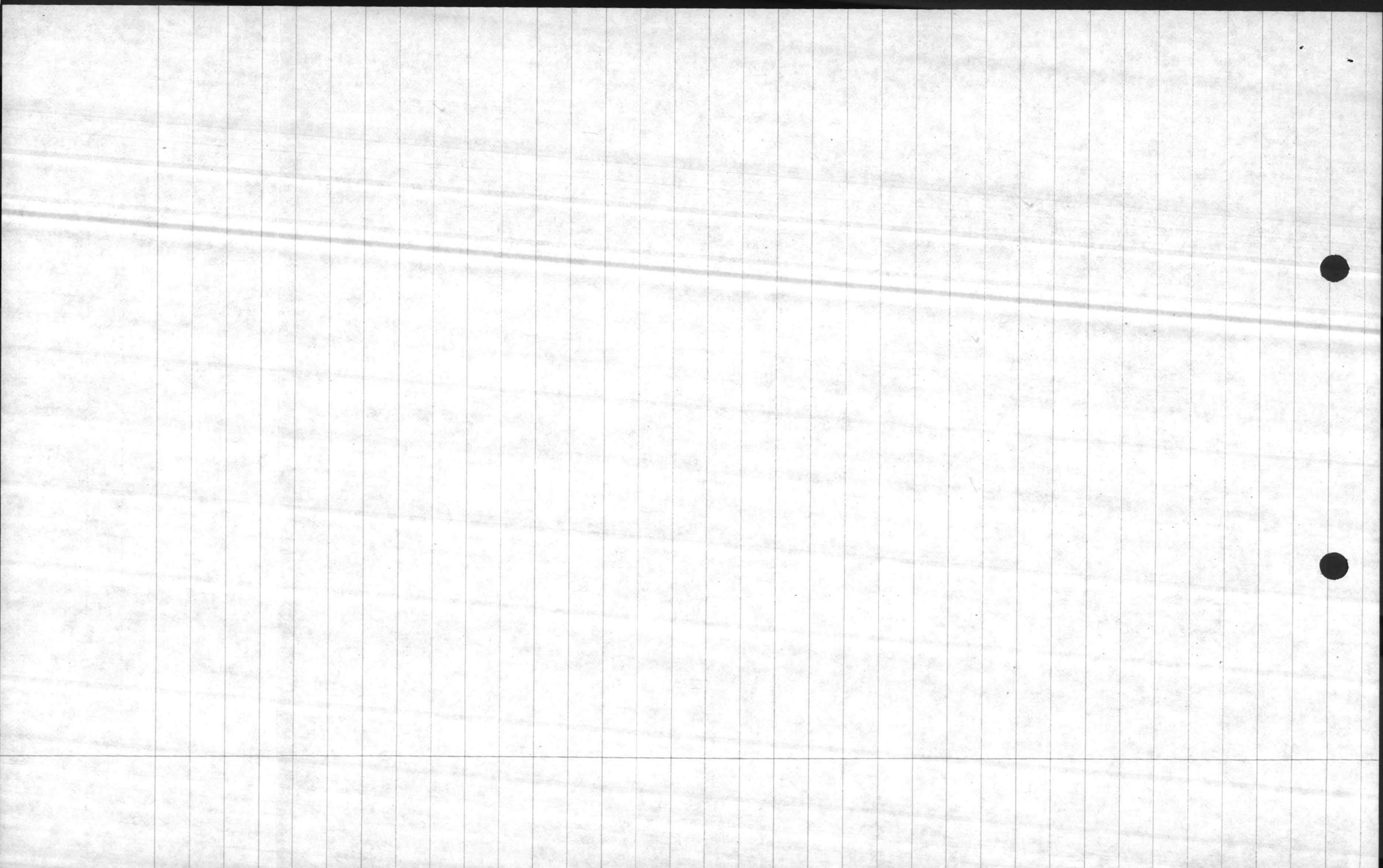
$$V = 377.409375 \text{ FT}^3 \checkmark$$

$$2600.81875 \text{ FT}^3 \checkmark$$

$$20.3189 \text{ CDS.}$$

STACK F





$$W = 17.0 \text{ FT}$$

AREA 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{20 \times 11 \times 17}{2}$$

$$V = 1870.0 \text{ FT}^3$$

AREA 2

$$V = B \times H \times W$$

$$V = 123.5 \times 11.1 \times 17$$

$$V = 23,304.45 \text{ FT}^3$$

AREA 3

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{14.5 \times 11.2 \times 17}{2}$$

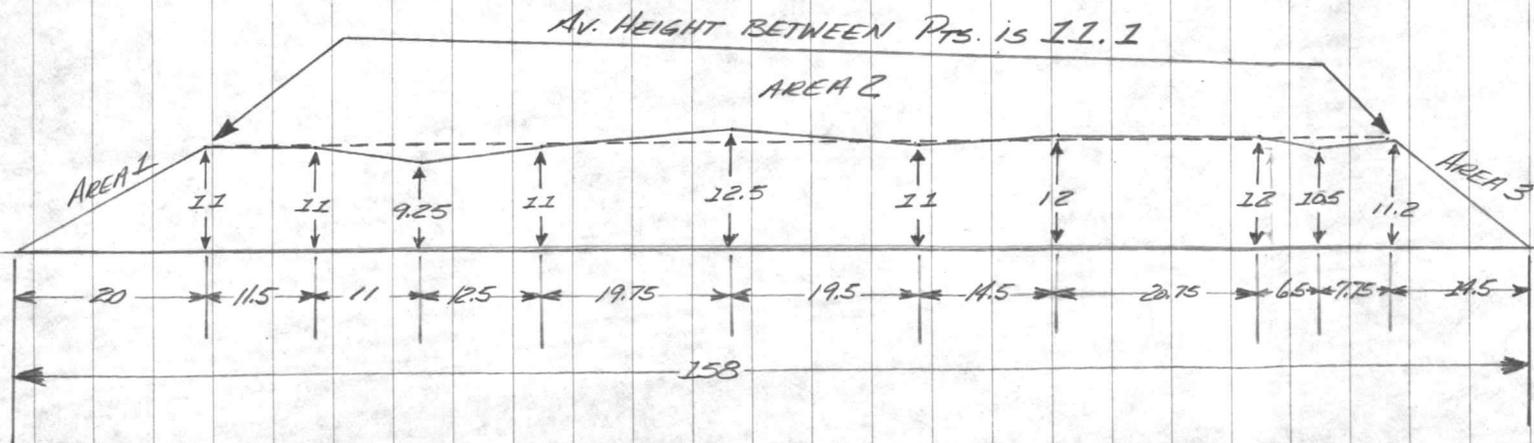
$$V = 1380.4 \text{ FT}^3$$

$$26,554.85 \text{ FT}^3$$

$$207.4598 \text{ CDS.}$$

STACK G

1 IN = 20 FT.



$$W = 17.25 \text{ FT}$$

AREA 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{8.2 \times 9 \times 17.25}{2}$$

$$V = 636.525 \text{ FT}^3 \checkmark$$

AREA 2

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(9 + 10.7) \times 9.2 \times 17.25$$

$$V = 1563.195 \text{ FT}^3 \checkmark$$

AREA 3

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{14.6 \times 10.7 \times 17.25}{2}$$

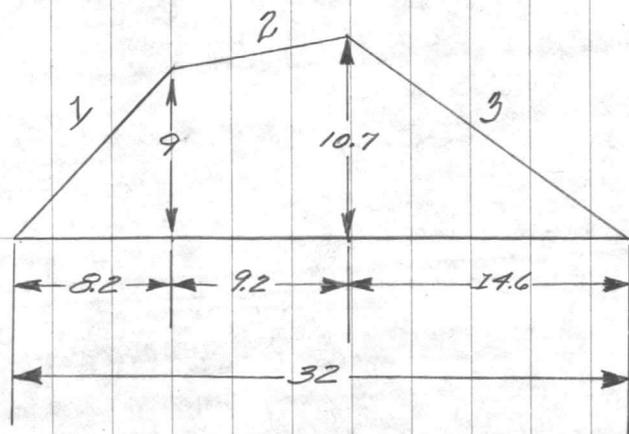
$$V = 1347.3975 \text{ FT}^3 \checkmark$$

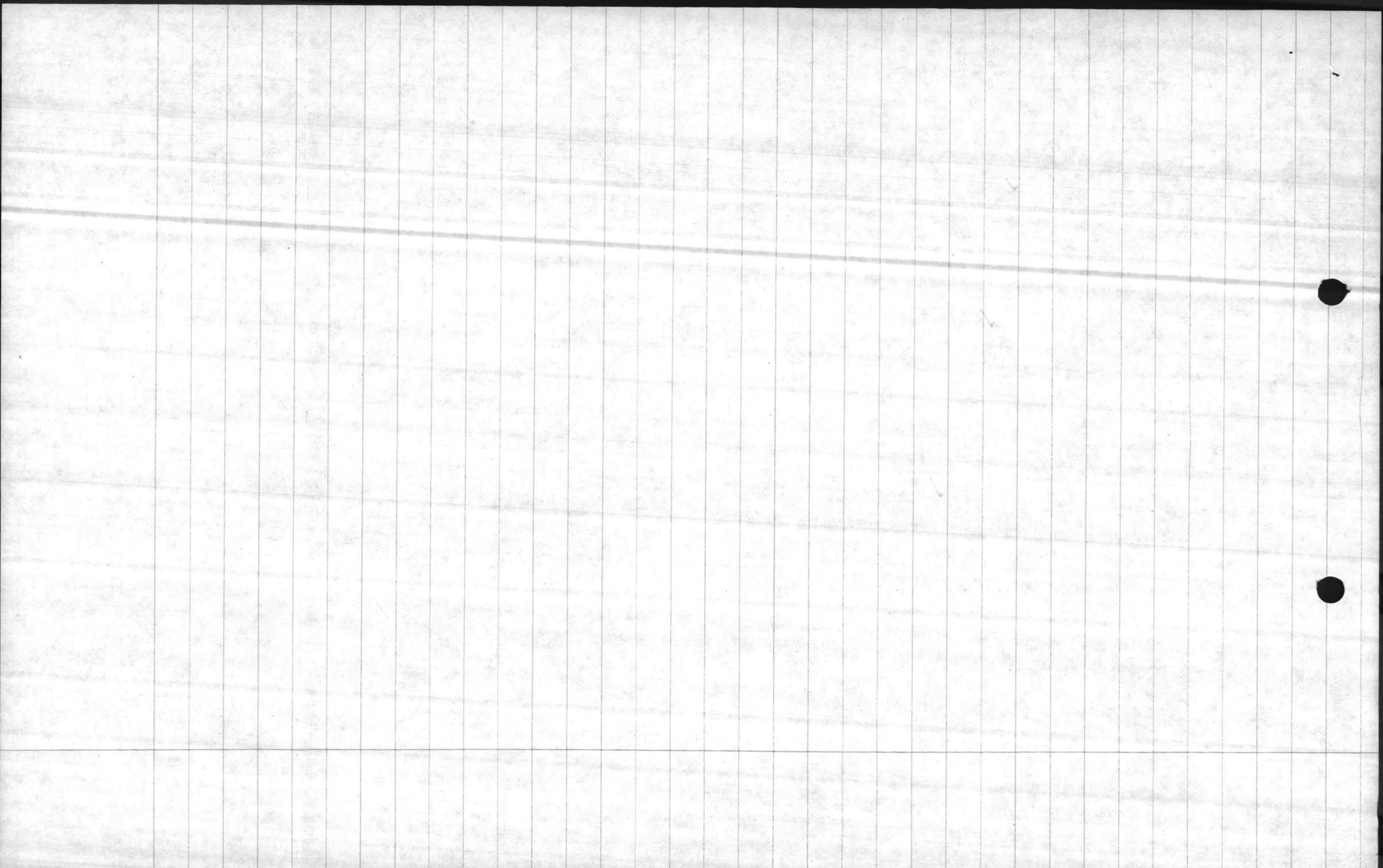
$$3547.1175 \text{ FT}^3 \checkmark$$

$$27.7119 \text{ CORDS}$$

1 IN = 10 FT.

STACK H





$$W = 17 \text{ FT}$$

Area 1

$$V = \frac{B \times H + W}{2}$$

$$V = \frac{11.5 \times 10.8 + 17}{2}$$

$$V = 2055.7 \text{ FT}^3$$

Area 2

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(10.8 + 9.6) \times 7.25 \times 17$$

$$V = 1257.15 \text{ FT}^3$$

Area 3

$$V = \frac{1}{2}(9.6 + 2.25) \times 7.5 \times 17$$

$$V = 755.4375 \text{ FT}^3$$

Area 4

$$V = \frac{1}{2}(2.25 + 5) \times 5 \times 17$$

$$V = 308.125 \text{ FT}^3$$

Area 5

$$V = \frac{1}{2}(5 + 1) \times 7 \times 17$$

$$V = 357 \text{ FT}^3$$

Area 6

$$V = \frac{1}{2}(1 + 4) \times 4.25 \times 17$$

$$V = 180.625 \text{ FT}^3$$

Area 7

$$V = \frac{H \times B \times W}{2}$$

$$V = \frac{4 \times 4.75 \times 17}{2}$$

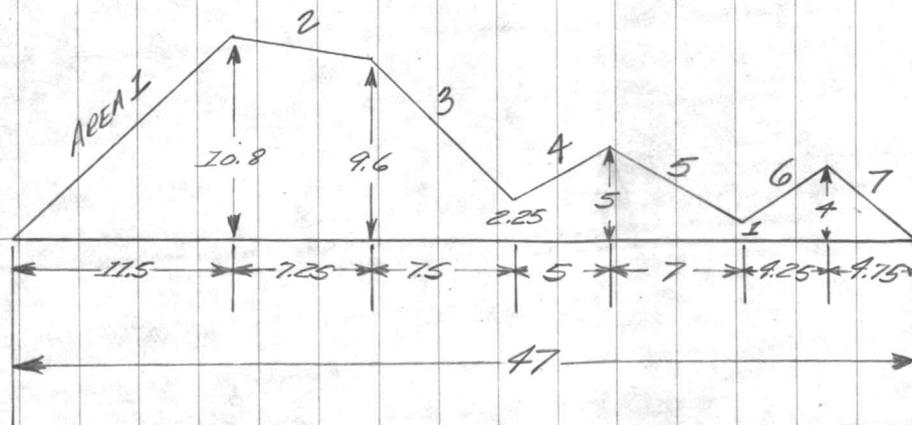
$$V = 161.5 \text{ FT}^3$$

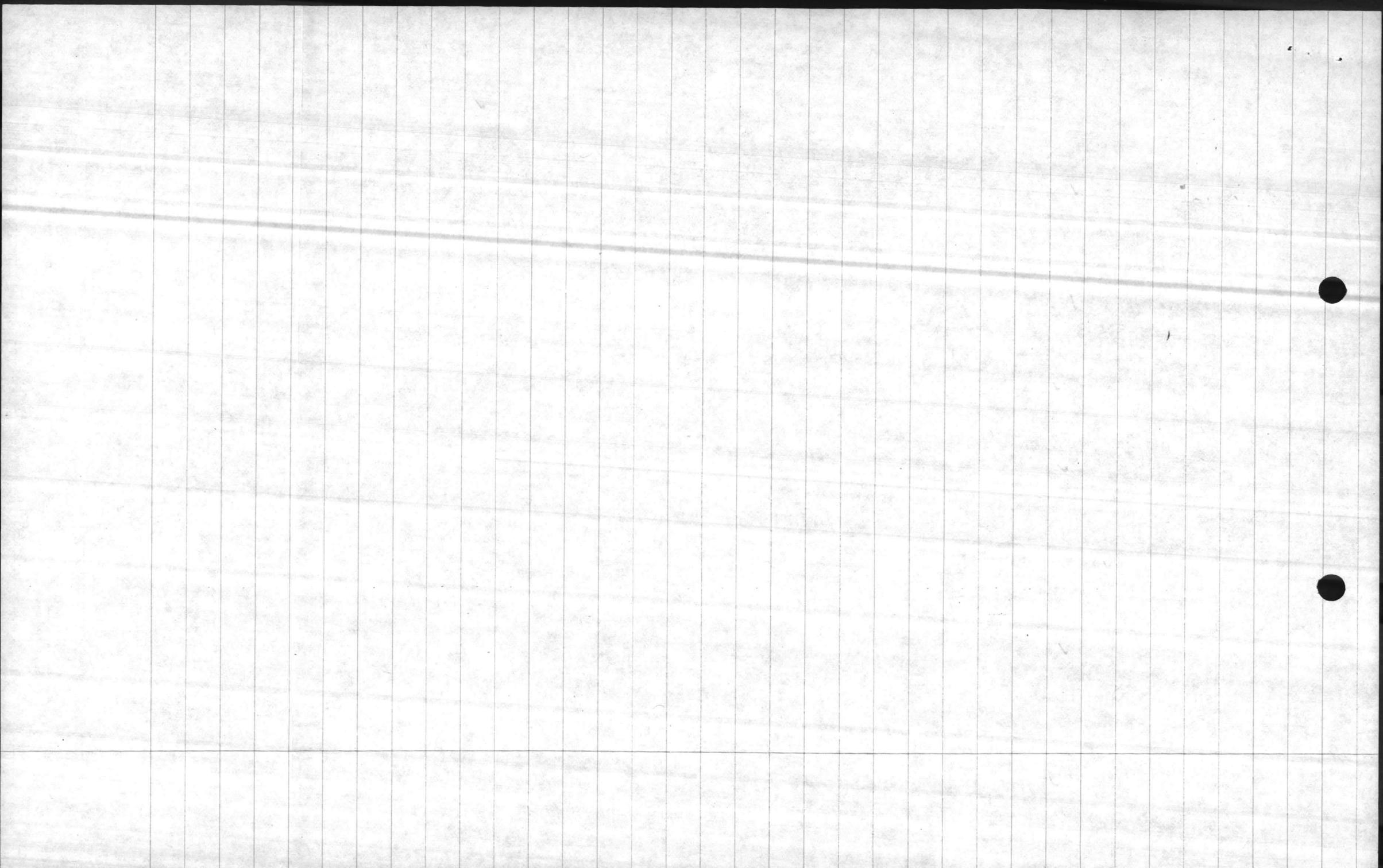
$$4075.5375 \text{ FT}^3$$

$$31.840 \text{ CORDS}$$

STACK I

I IN = 10 FT





$$W = 16.5$$

Area 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{11.75 \times 5.3 \times 16.5}{2}$$

$$V = 513.76875 \text{ FT}^3 \downarrow$$

Area 2

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(5.3 + 2.3) \times 4.5 \times 16.5$$

$$V = 282.15 \text{ FT}^3 \downarrow$$

Area 3

$$V = \frac{1}{2}(2.3 + 11.6) \times 9 \times 16.5$$

$$V = 1032.075 \text{ FT}^3 \downarrow$$

Area 4

$$V = \frac{1}{2}(11.6 + 13.8) \times 14.25 \times 16.5$$

$$V = 2986.0875 \text{ FT}^3 \downarrow$$

Area 5

$$V = \frac{1}{2}(13.8 + 11) \times 21 \times 16.5$$

$$V = 4296.6 \text{ FT}^3 \downarrow$$

Area 6

$$V = \frac{1}{2}(11 + 7.5) \times 4.5 \times 16.5$$

$$V = 686.8125 \text{ FT}^3 \downarrow$$

Area 7

$$V = \frac{1}{2}(7.5 + 13.5) \times 9.5 \times 16.5$$

$$V = 1645.875 \text{ FT}^3 \downarrow$$

Area 8

$$V = \frac{1}{2}(13.5 + 12.9) \times 24.5 \times 16.5$$

$$V = 5336.2 \text{ FT}^3 \downarrow$$

Area 9

$$V = \frac{H \times B \times W}{2}$$

$$V = \frac{12.9 \times 7.5 \times 16.5}{2}$$

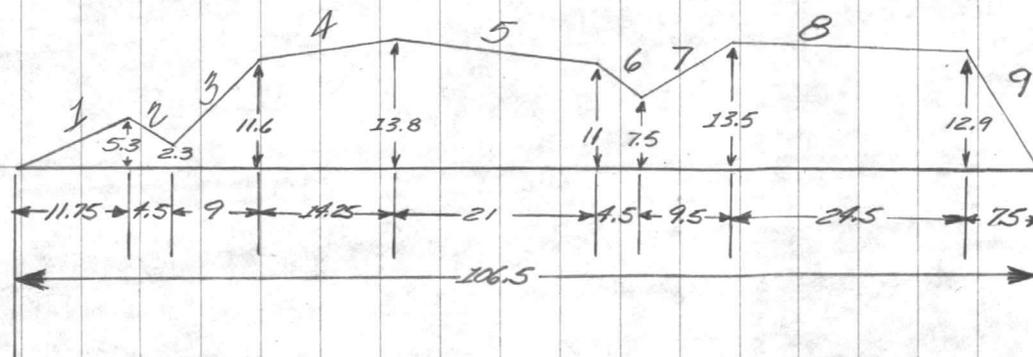
$$V = 798.1875 \text{ FT}^3 \downarrow$$

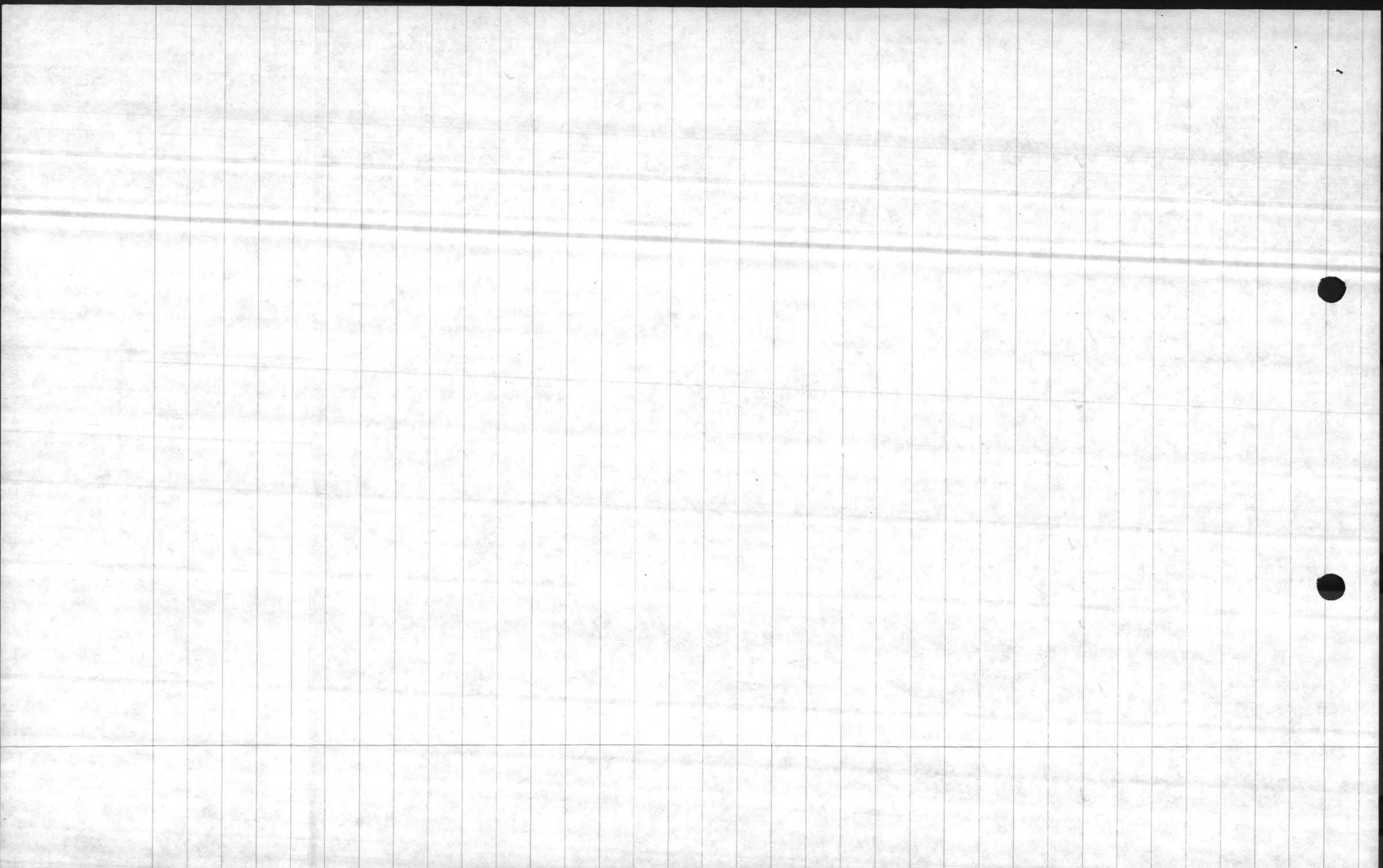
$$17,577.65625 \text{ FT}^3 \downarrow$$

$$137.3254 \text{ CORDS}$$

STACK J

1 IN = 20 FT





$$W = 17.2 \text{ FT}$$

Area 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{5.75 \times 7.8 \times 17.2}{2}$$

$$V = 385.71 \text{ FT}^3 \downarrow$$

Area 2

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(7.8 + 12.5) \times 12 \times 17.2$$

$$V = 2094.96 \text{ FT}^3 \downarrow$$

Area 3

$$V = \frac{1}{2}(12.5 + 9.5) \times 11.7 \times 17.2$$

$$V = 2213.64 \text{ FT}^3 \downarrow$$

Area 4

$$V = \frac{1}{2}(9.5 + 13.3) \times 8.25 \times 17.2$$

$$V = 1617.66 \text{ FT}^3 \downarrow$$

Area 5

$$V = \frac{1}{2}(13.3 + 11.8) \times 5.75 \times 17.2$$

$$V = 1241.195 \text{ FT}^3 \downarrow$$

Area 6

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{6.05 \times 11.8 \times 17.2}{2}$$

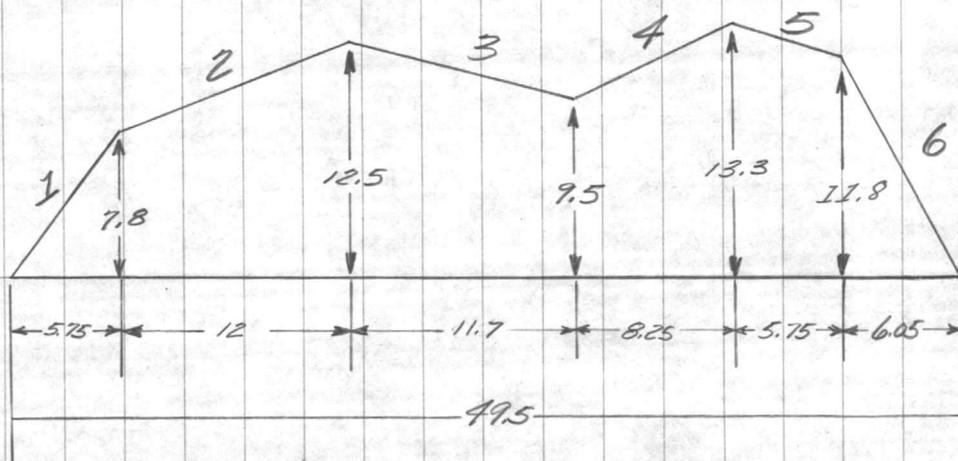
$$V = 613.954 \text{ FT}^3 \downarrow$$

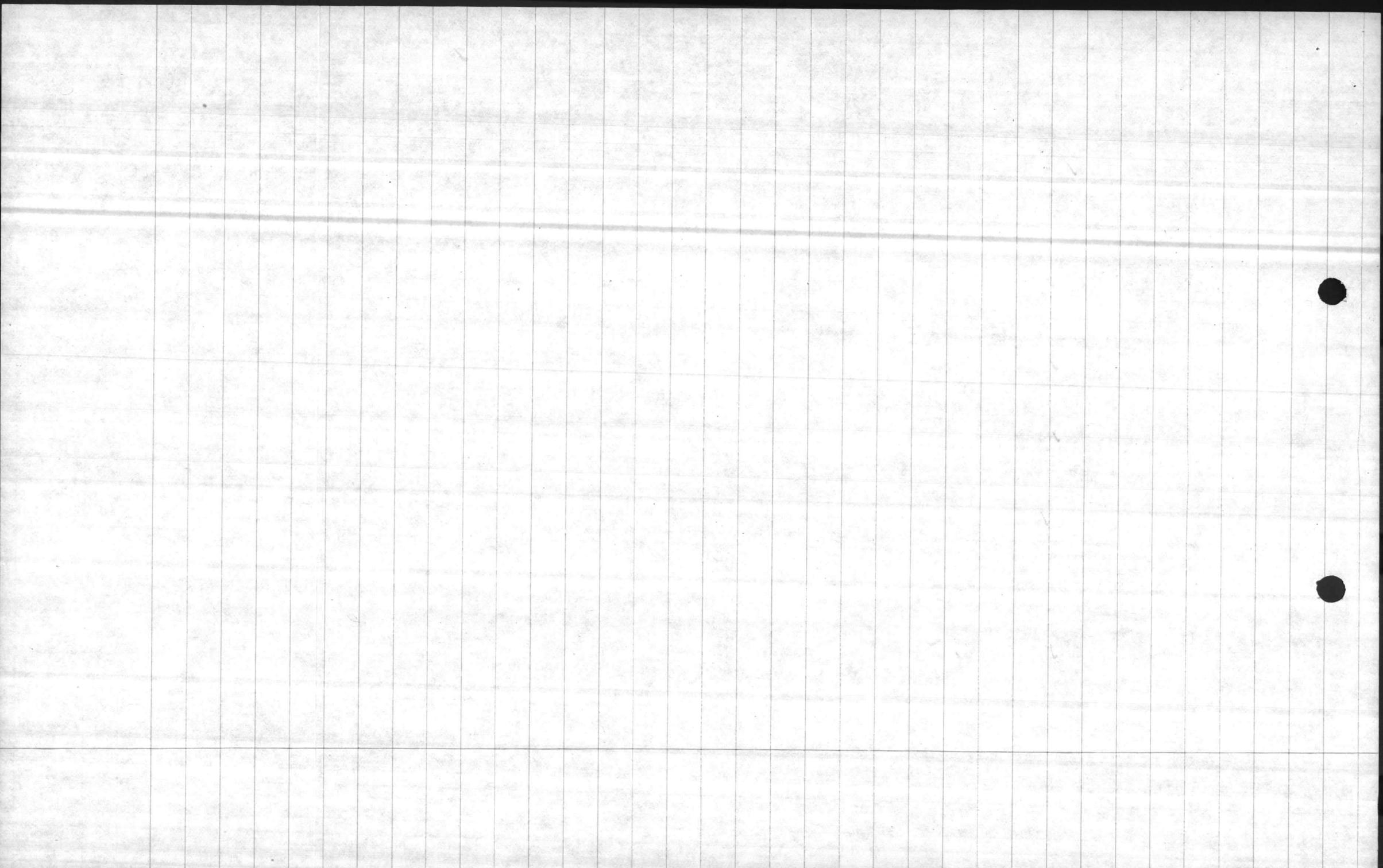
$$8,167.119 \text{ FT}^3 \downarrow$$

$$63.8056 \text{ CDS}$$

STACK K

$$1 \text{ IN} = 10 \text{ FT}$$





$$W = 16.8$$

Area 1

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(6.8 + 12.3) \times 9.5 \times 16.8$$

$$V = 1524.18 \text{ FT}^3$$

Area 2

$$V = \frac{1}{2}(12.3 + 5.3) \times 17.5 \times 16.8$$

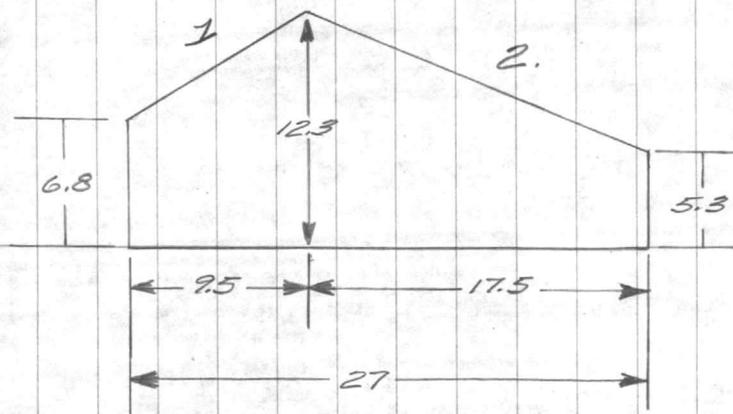
$$V = 2587.2 \text{ FT}^3$$

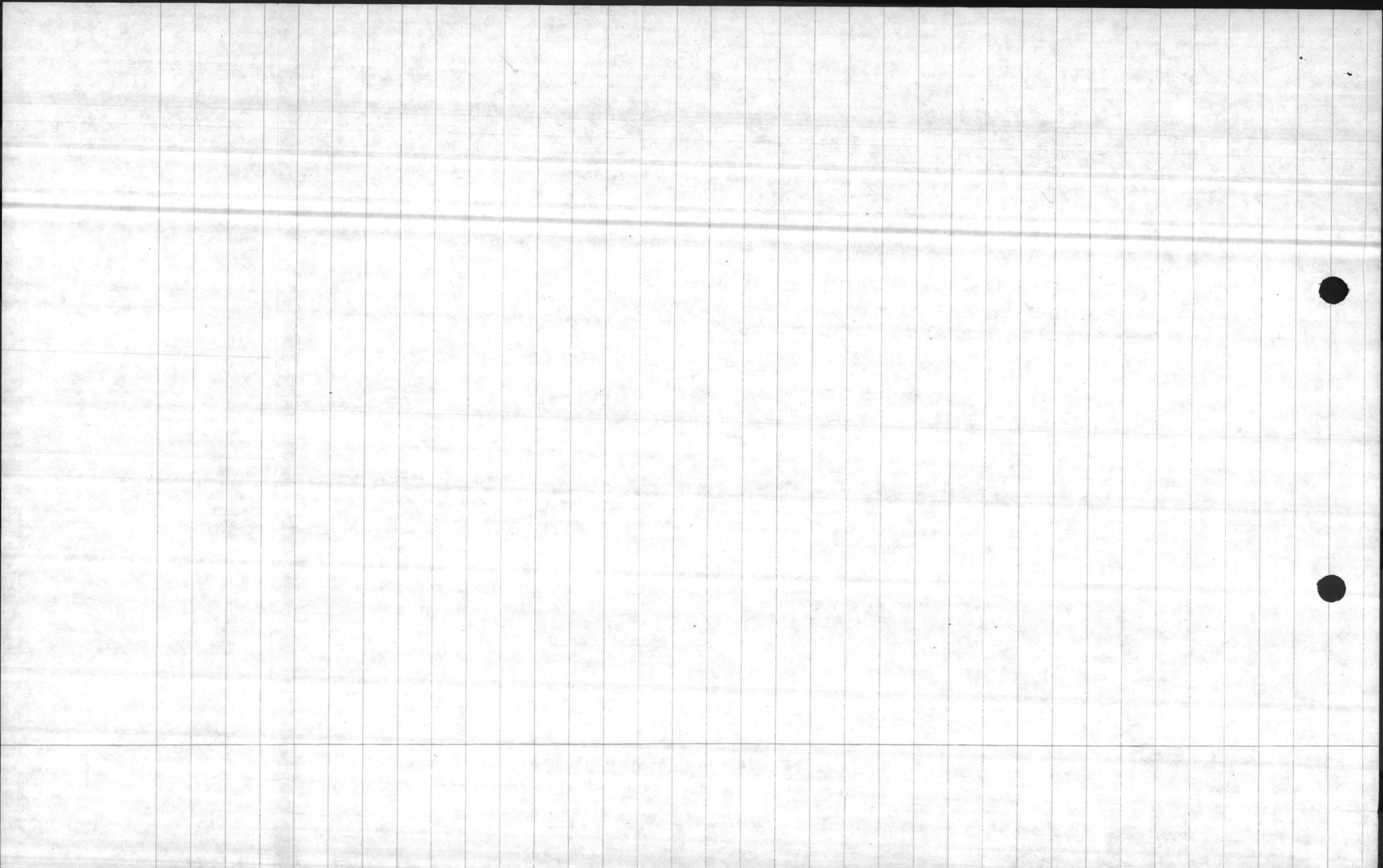
$$4111.38 \text{ FT}^3$$

$$32.120 \text{ CDS}$$

STACK L

$$L \text{ IN} = 20 \text{ FT}$$





$$W = 18$$

Area 1

$$V = \frac{1}{2}(H_1 + H_2) * B * W$$

$$V = \frac{1}{2}(3.5 + 8) * 11.5 * 18$$

$$V = 1190.25 \text{ FT}^3 \downarrow$$

Area 2

$$V = \frac{1}{2}(8 + 5.5) * 3.5 * 18$$

$$V = 425.25 \downarrow$$

Area 3

$$V = \frac{1}{2}(5.5 + 9.3) * 2 * 18$$

$$V = 266.4 \text{ FT}^3 \downarrow$$

Area 4

$$V = \frac{B * H * W}{2}$$

$$V = \frac{7.75 * 9.3 * 18}{2}$$

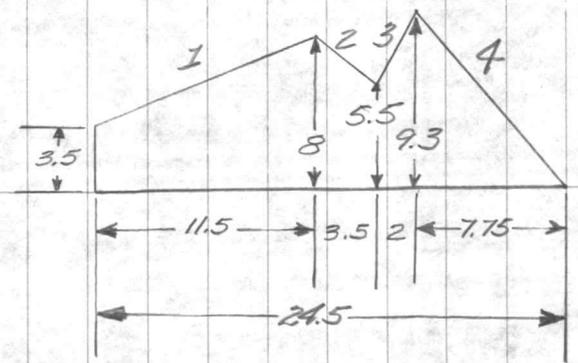
$$V = 648.675 \text{ FT}^3 \downarrow$$

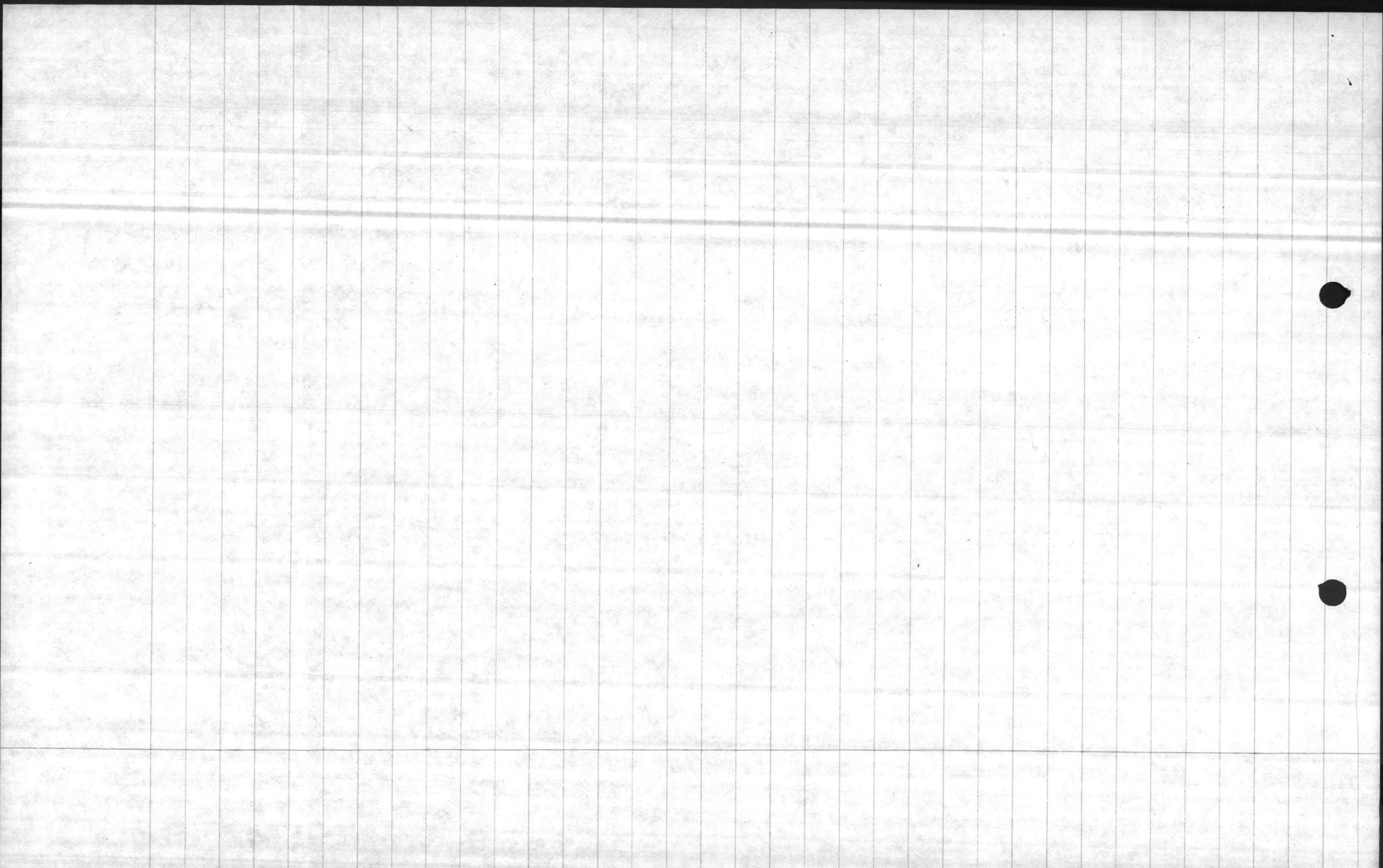
$$2530.575 \text{ FT}^3 \downarrow$$

$$19.77 \text{ cords}$$

Stack M

$$1 \text{ IN} = 20 \text{ FT}$$





$$W = 18$$

Area 1

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(4.5 + 12) \times 17.25 \times 18$$

$$V = 2561.625 \text{ FT}^3$$

Area 2

$$V = \frac{1}{2}(12 + 7.25) \times 5.25 \times 18$$

$$V = 909.5625 \text{ FT}^3$$

Area 3

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{7.5 \times 7.25 \times 18}{2}$$

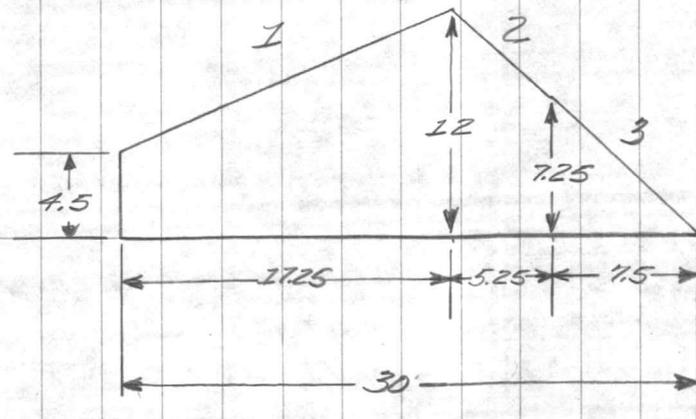
$$V = 489.375 \text{ FT}^3$$

$$3,960.5625 \text{ FT}^3$$

$$= 30.9419 \text{ CDS}$$

STACK N

1 in = 20 FT



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$$W = 16$$

Area 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{8.5 \times 8 \times 16}{2}$$

$$V = 544 \text{ FT}^3 \checkmark$$

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(8 + 6.5) \times 10.25 \times 16$$

$$V = 1189 \text{ FT}^3 \checkmark$$

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{6.5 \times 6.5 \times 16}{2}$$

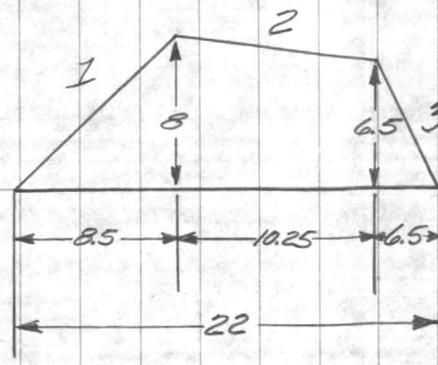
$$V = 338.0 \text{ FT}^3 \checkmark$$

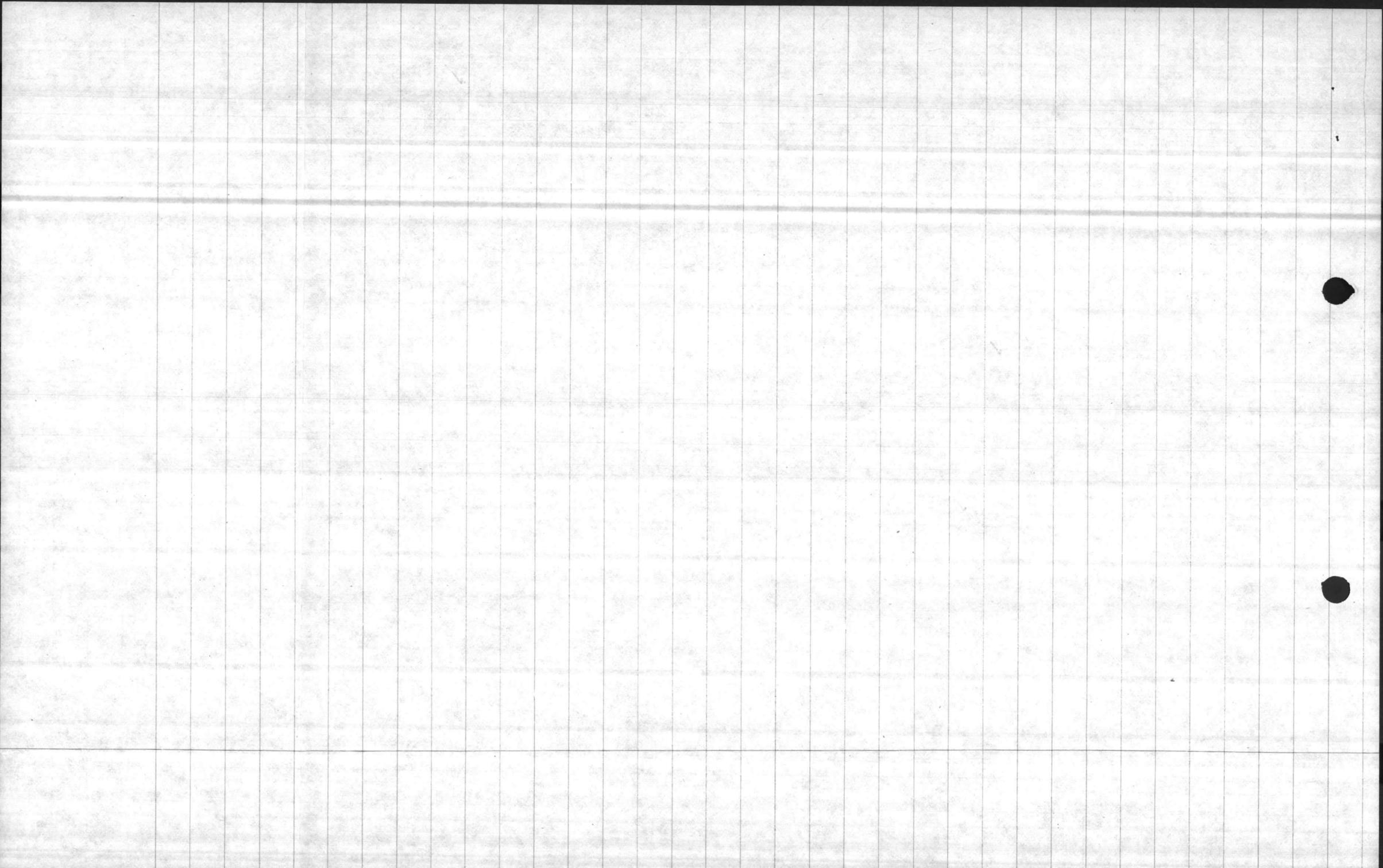
$$2071.0 \text{ FT}^3 \checkmark$$

$$16.1797 \text{ CDS}$$

STACK 0

1 in = 10 FT.





$$W = 18$$

Area 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{7.25 \times 6.25 \times 18}{2}$$

$$V = 407.8125 \text{ FT}^3 \checkmark$$

Area 2

$$V = \frac{9.75 \times 6.25 \times 18}{2}$$

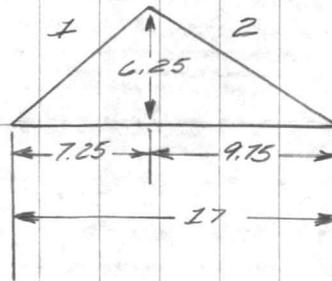
$$V = 548.4375 \text{ FT}^3 \checkmark$$

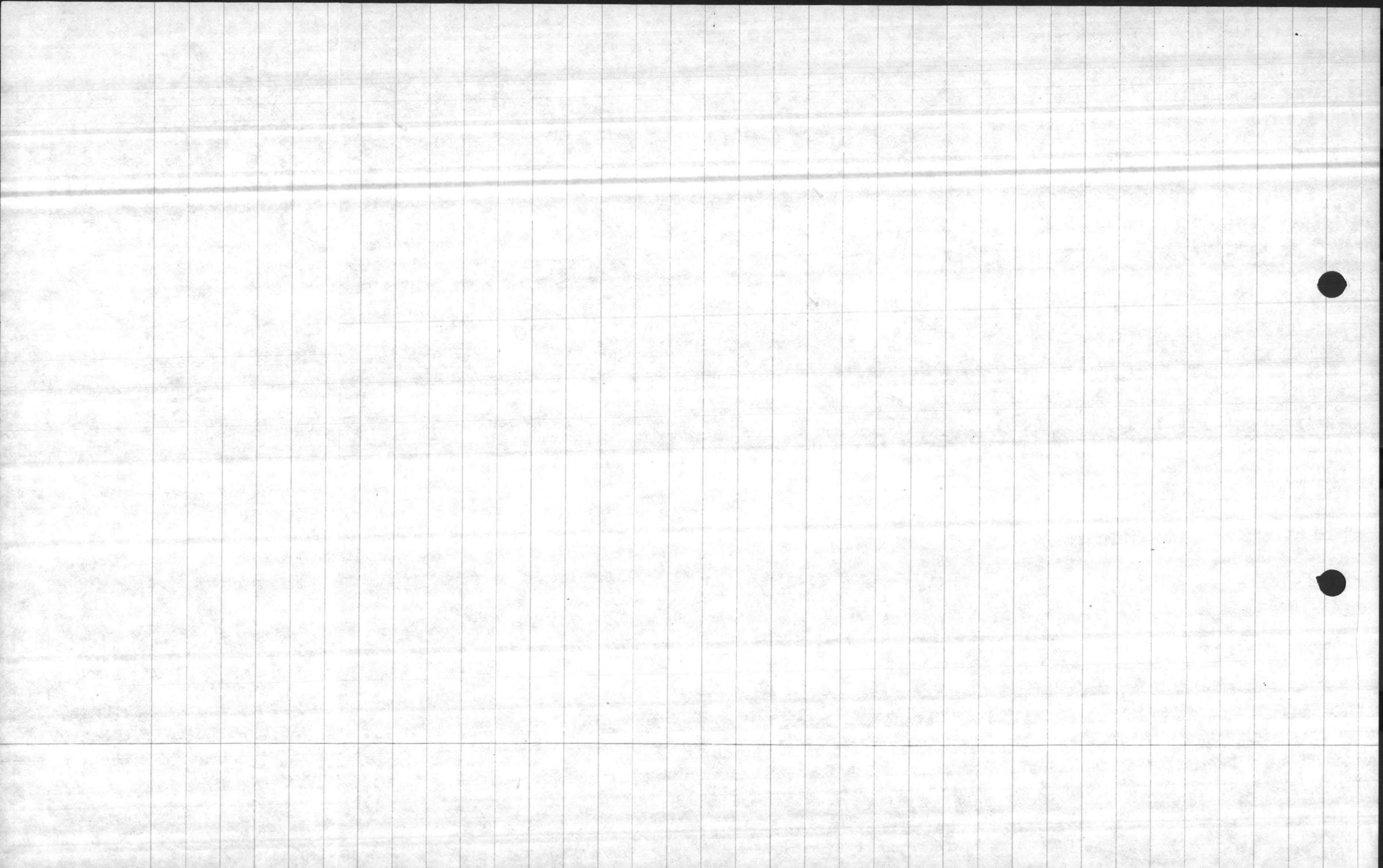
$$956.25 \text{ FT}^3 \checkmark$$

$$7.4707 \text{ CDS}$$

STACK P

$$1 \text{ IN} = 20 \text{ FT.}$$





$$W = 18$$

AREA 1

$$V = \frac{B+H+W}{2}$$

$$V = \frac{12+7.5+18}{2}$$

$$V = 810 \text{ FT}^3 \checkmark$$

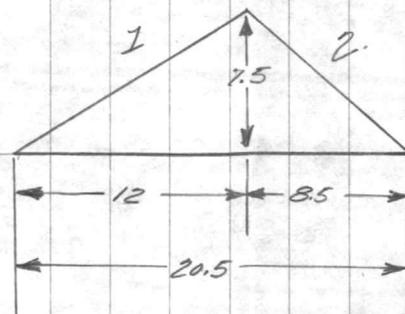
$$V = \frac{8.5+7.5+18}{2}$$

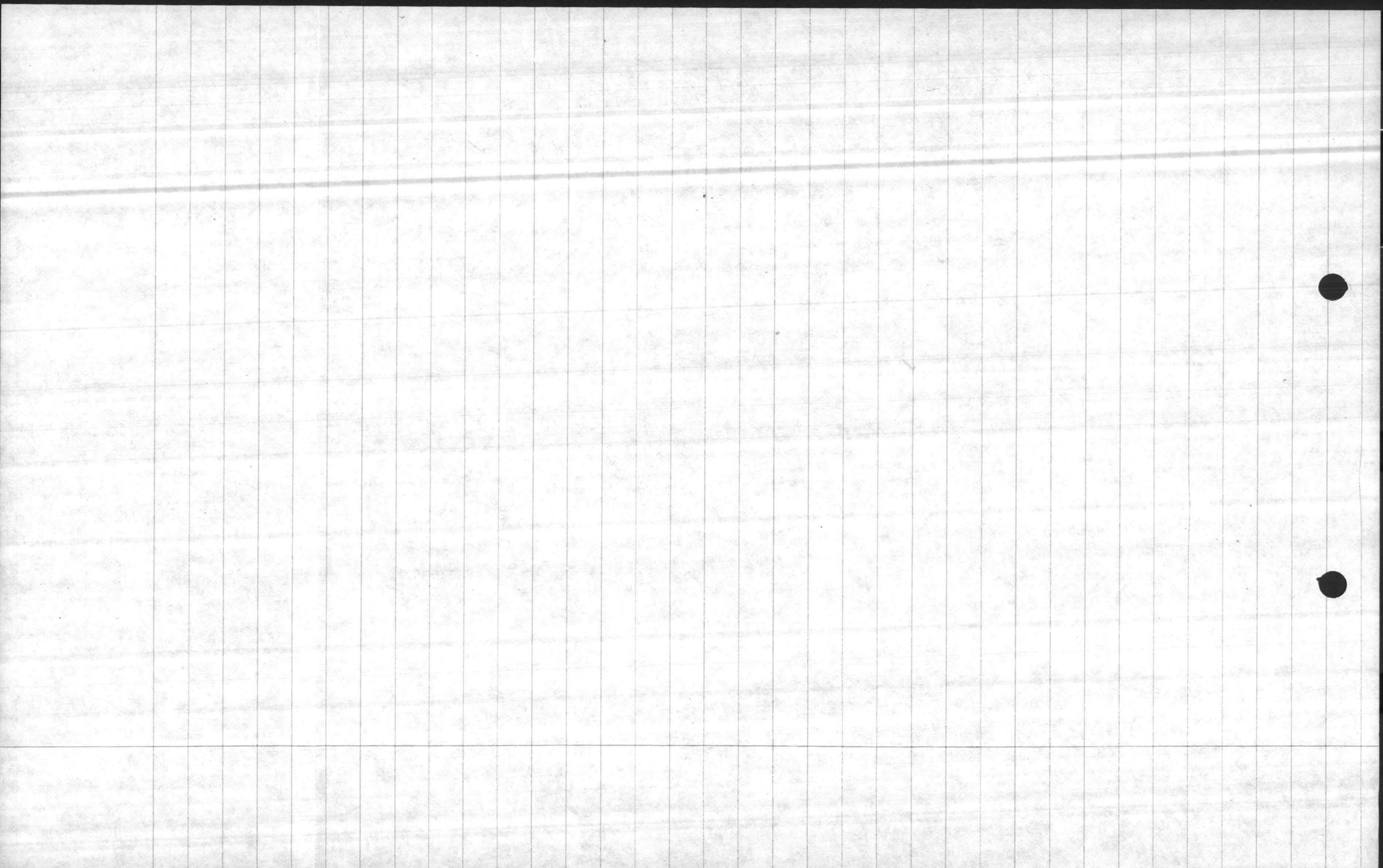
$$V = 573.75 \text{ FT}^3 \checkmark$$

$$1383.75 \text{ FT}^3 \checkmark$$

10.81 CDS.

STACK Q
1" = 20 FT





$$W = 15.75$$

AREA 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{5.25 \times 2.75 \times 15.75}{2}$$

$$V = 113.6953 \text{ FT}^3 \checkmark$$

AREA 2

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(2.75 + 11) \times 14.25 \times 15.75$$

$$V = 1543.0078 \text{ FT}^3 \checkmark$$

AREA 3

$$V = \frac{1}{2}(11 + 7) \times 5.25 \times 15.75$$

$$V = 744.1875 \text{ FT}^3 \checkmark$$

AREA 4

$$V = \frac{1}{2}(7 + 9.75) \times 3.75 \times 15.75$$

$$V = 494.6484 \text{ FT}^3 \checkmark$$

AREA 5

$$V = \frac{1}{2}(9.75 + 9.5) \times 7 \times 15.75$$

$$V = 1061.1563 \text{ FT}^3$$

AREA 6

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{20 \times 9.5 \times 15.75}{2}$$

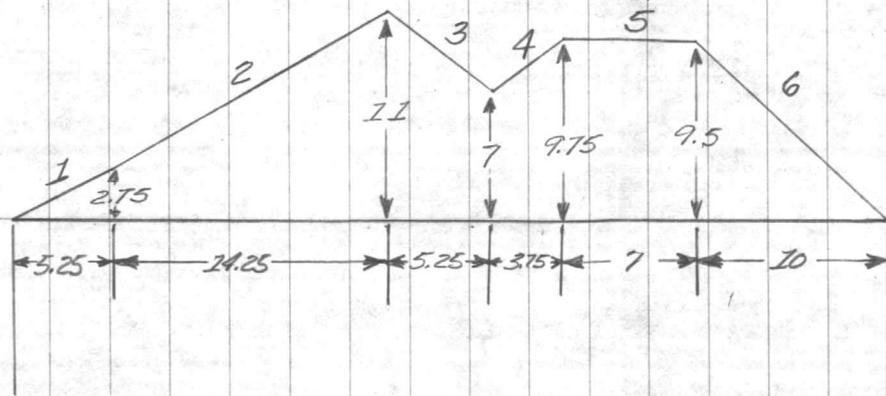
$$V = 748.125 \text{ FT}^3 \checkmark$$

4704.8203 FT³

36.7564 CORP

STACK R

1 IN = 20 FT



$$W = 18 \text{ FT.}$$

Area 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{17.25 \times 12 \times 18}{2}$$

$$V = 1863.0 \text{ FT}^3 \checkmark$$

Area 2

$$V = \frac{1}{2}(H_1 + H_2) \times B \times W$$

$$V = \frac{1}{2}(12 + 11) \times 9 \times 18$$

$$V = 1863 \text{ FT}^3 \checkmark$$

Area 3

$$V = \frac{1}{2}(11 + 6.5) \times 7 \times 18$$

$$V = 1102.5 \text{ FT}^3 \checkmark$$

Area 4

$$V = \frac{1}{2}(6.5 + 7.5) \times 3.75 \times 18$$

$$V = 742.5 \text{ FT}^3 \checkmark$$

Area 5

$$V = \frac{1}{2}(7.5 + 7.75) \times 7.5 \times 18$$

$$V = 2029.375 \text{ FT}^3 \checkmark$$

Area 6

$$V = \frac{9 \times 7.75 \times 18}{2}$$

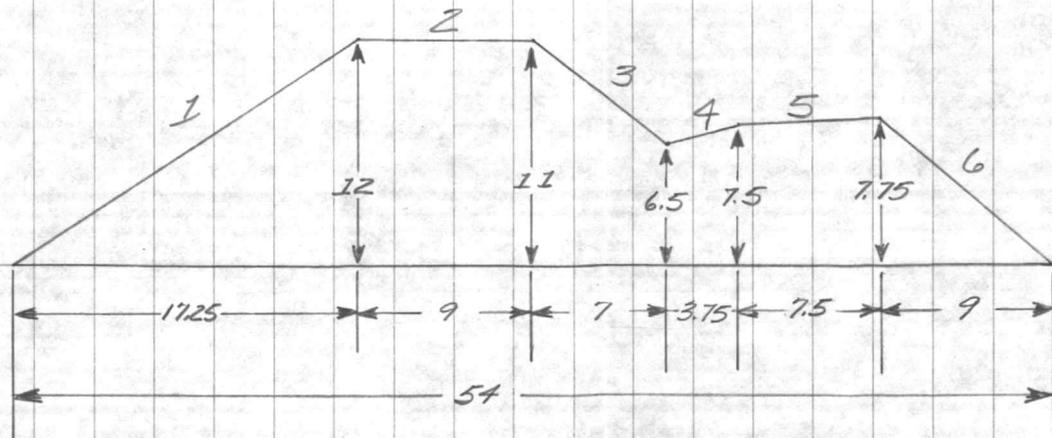
$$V = 627.75 \text{ FT}^3 \checkmark$$

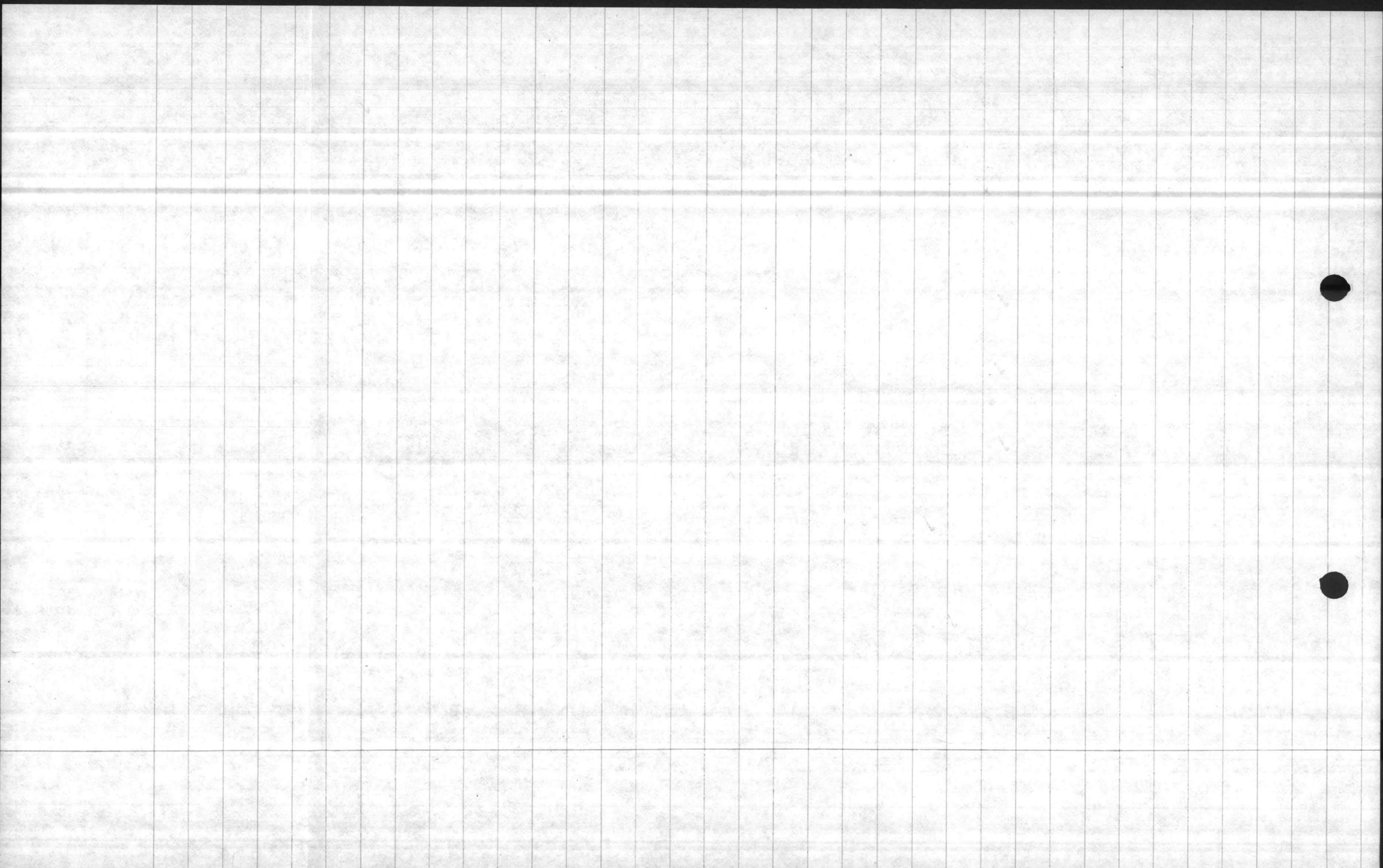
$$6958.125 \text{ FT}^3 \checkmark$$

$$54.36 \text{ CDS}$$

STACK 5

2 IN - 10 FT.





$$W = 18 \text{ FT}$$

Area 1

$$V = \frac{B \times H \times W}{2}$$

$$V = \frac{5.5 \times 4.75 \times 18}{2}$$

$$V = 235.125 \text{ FT}^3 \checkmark$$

Area 2

$$V = \frac{1}{2} (4.75 + 11) \times 15.25 \times 18$$

$$V = 2161.6875 \text{ FT}^3 \checkmark$$

Area 3

$$V = \frac{1}{2} (11 + 11) \times 4 \times 18$$

$$V = 792 \text{ FT}^3 \checkmark$$

Area 4

$$V = \frac{10.25 \times 11 \times 18}{2}$$

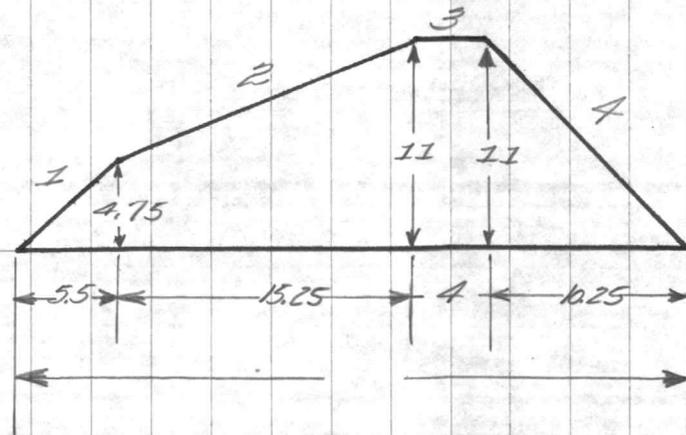
$$V = 1014.75 \text{ FT}^3 \checkmark$$

$$4203.5625 \text{ FT}^3 \checkmark$$

$$32.8403 \text{ CDS.}$$

STACK T

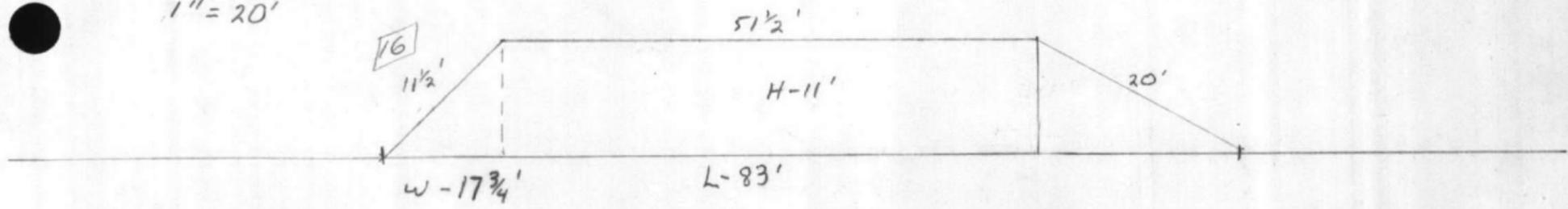
1 in = 10 FT



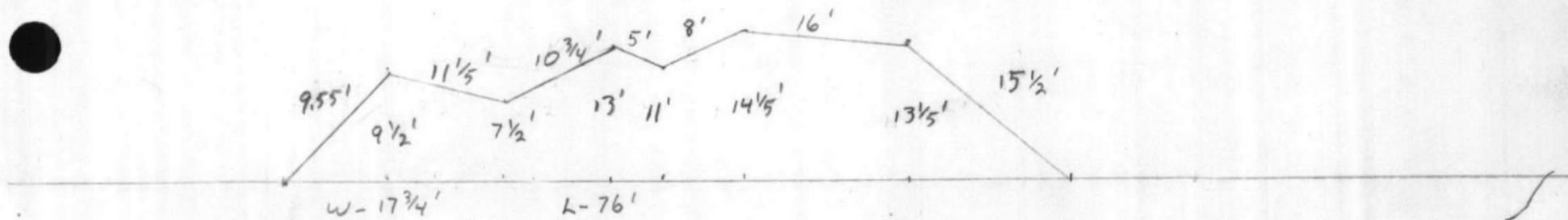


"A"

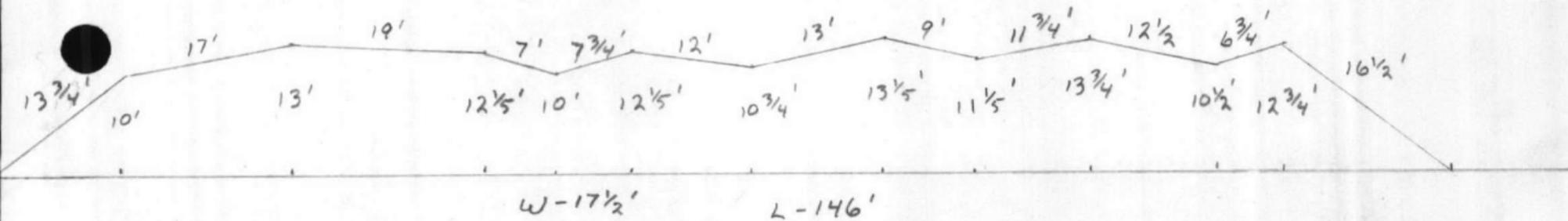
1" = 20'



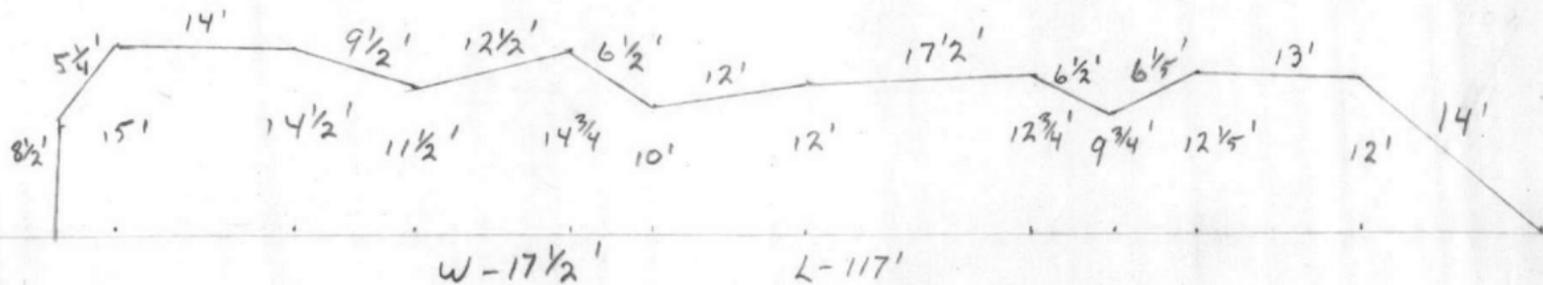
"B"
1" = 20'



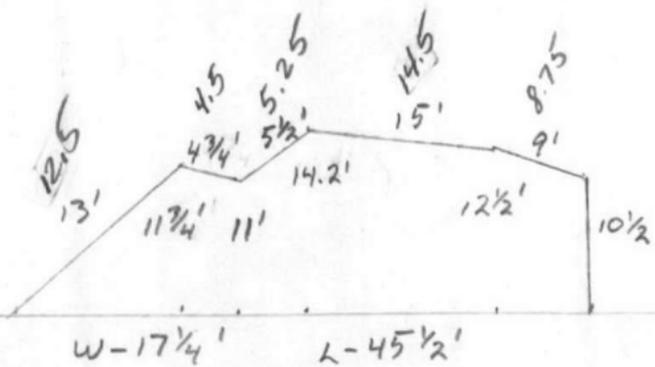
"C"
1" = 20'



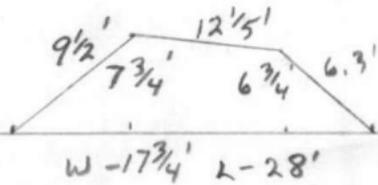
"D"
1" = 20'



"E"
1" = 20'

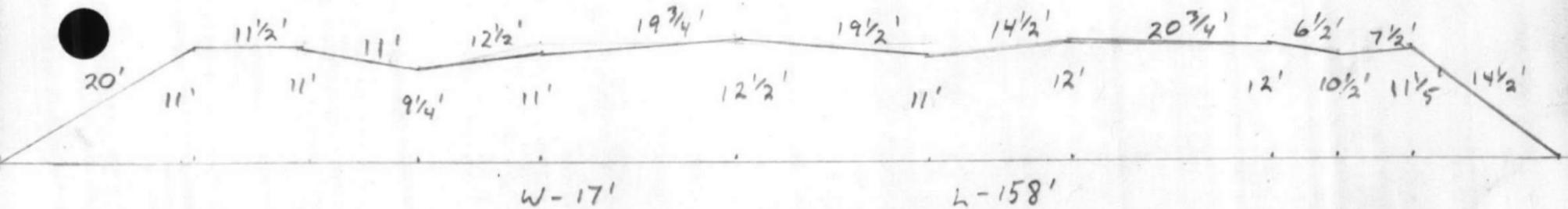


"F"
1" = 20'



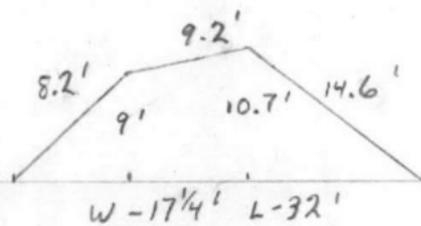
"G"

1" = 20'



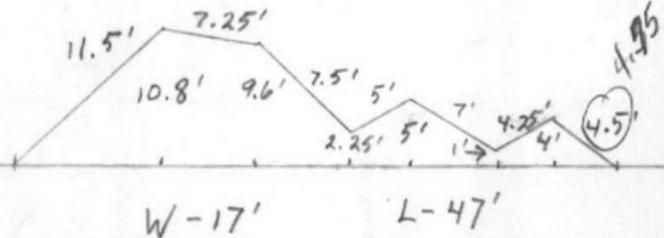
"H"

1" = 20'

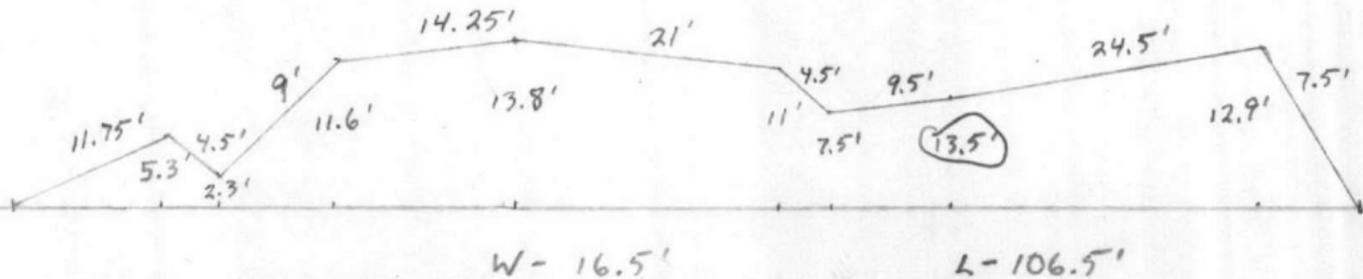


"I"

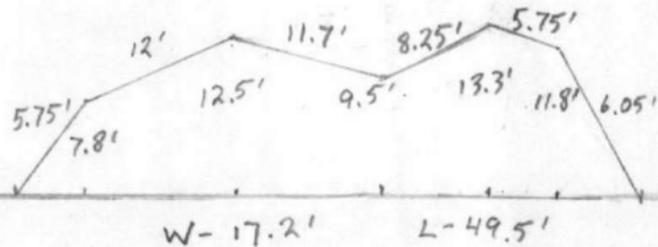
1" = 20'



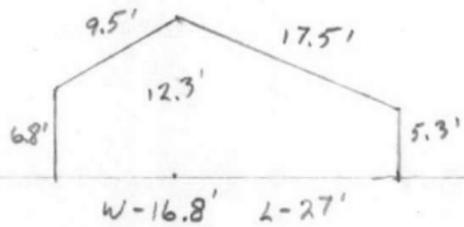
"J"
1" = 20'



"K"
1" = 20'

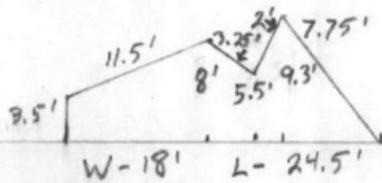


" 2"
1" = 20'

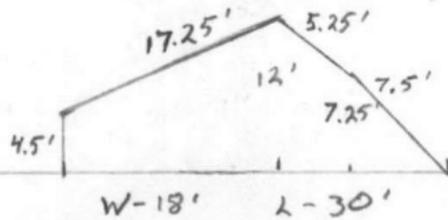


"M"

1" = 20'

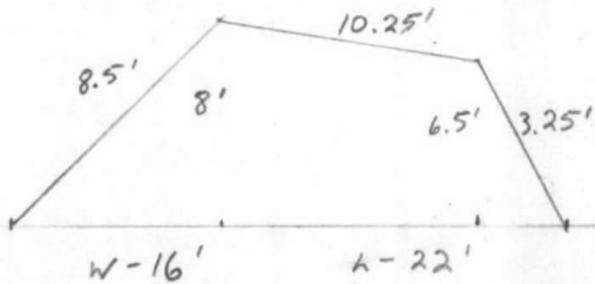


"N"
1" = 20'



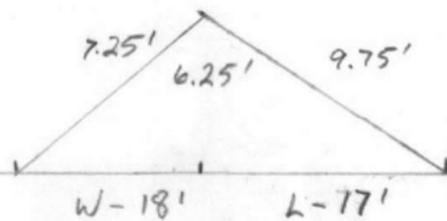
"0"

1" = 10'

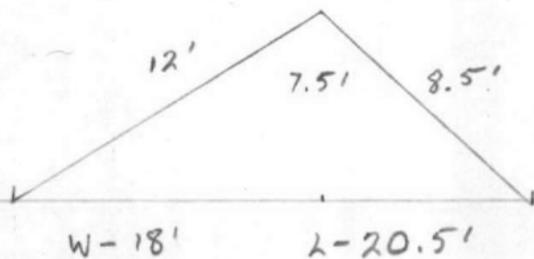


"P"

1" = 10'

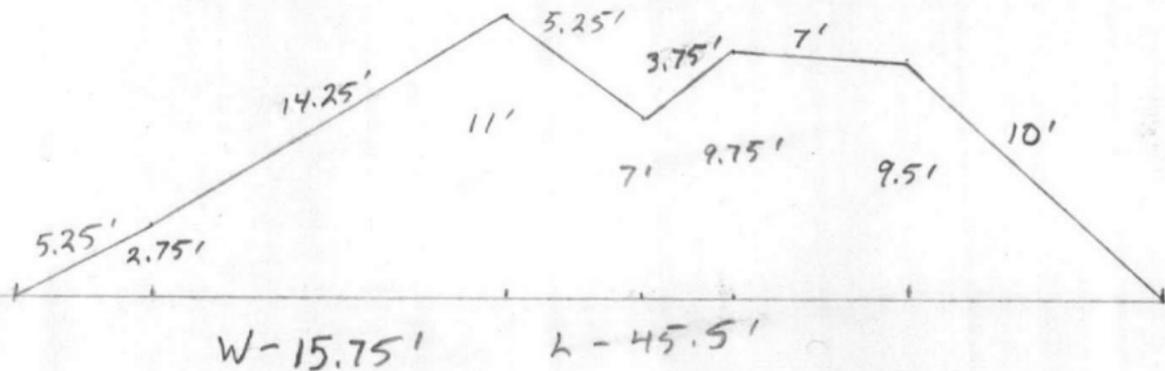


"Q"
1" = 10'



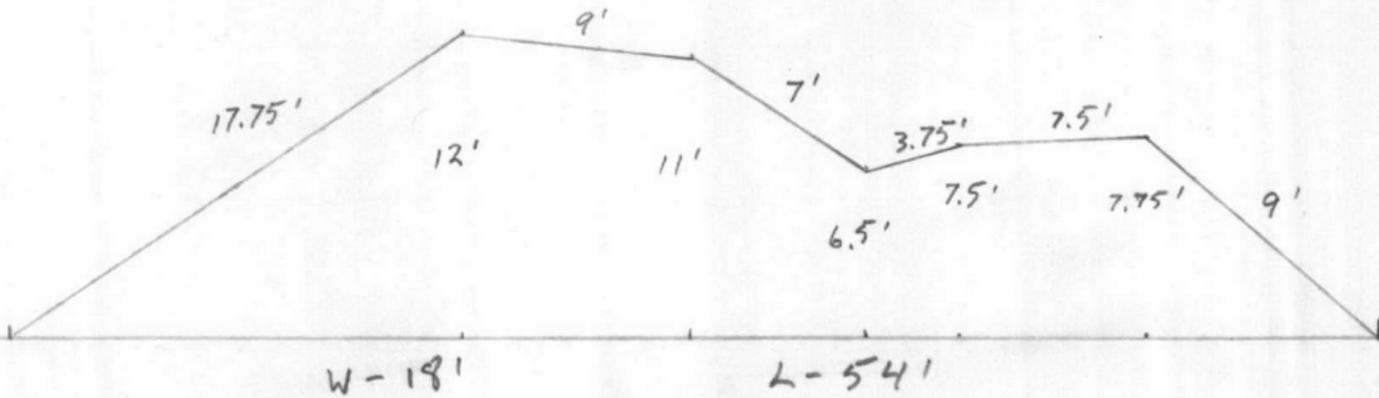
"R"

1" = 10'



"S"

1" = 10'



"T"

1" = 10'

