

FILE FOLDER

DESCRIPTION ON TAB:

Timber Sale - Asbestos

D.T Expansion

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Outside/inside of actual folder did contain hand written information

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Forestry

DUPLICATE ORIGINAL

CONTRACT N62470-86-S-5529

SPECIFICATION NO. 05-86-5529 AND AMENDMENT NO. 1

SQUIRES TIMBER CO.
(Contractor)

for

TIMBER SALE, ASBESTOS PIT EXPANSION

at the

MARINE CORPS BASE,

CAMP LEJEUNE, NORTH CAROLINA



NAVAL FACILITIES ENGINEERING COMMAND
DEPARTMENT OF THE NAVY

DUPLICATE ORIGINAL

SALE OF GOVERNMENT PROPERTY—BID AND AWARD

INVITATION FOR BIDS NO. N 470-86-B-5529

PAGE NO. 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:
919-451-2581

BIDS WILL BE OPENED AT 2:00 PM, 13 MAY 1986
at the Office of Officer in Charge of Construction
Jacksonville North Carolina Area
Room 26, Building 1005, Marine Corps Base,
Camp Lejeune, North Carolina 28542

Scaled bids in three copies for purchasing all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above. subject to: (1) The General Sale Terms and Conditions, SF 114C, dated March 1974 and Supplement to SF 114C dated March 1979

and such other special terms and conditions attached or incorporated herein by reference and identified as Spec. No. 05-86-5529 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.**

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page as part of this Bid, at the price set opposite each item, pursuant to Clause 6 of SF 114C and Para 9 of the Specification, Changes to SF 114C. The entire work, including removal of all litter, shall be completed 45 days after award. No time extensions will be allowed.

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 \$ 13,182.00

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)

SQUIRES TIMBER CO.
314 BURGAW HIGHWAY
JACKSONVILLE, N.C. 28540
TELEPHONE NUMBER: 347-4169
BIDDER IDENTIFICATION NO. (If applicable):

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

Randall W. Henderson

SIGNER'S NAME & TITLE (Type or print)

RANDALL W. HENDERSON
PROCUREMENT FORESTER

DATE OF BID

5/13/86

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

ACCEPTED AS TO ITEM(S) NUMBERED

TOTAL BASE BID

UNITED STATES OF AMERICA

BY /s/ T. L. HUGUELET

DATE OF ACCEPTANCE

20 MAY 86

TOTAL AMOUNT

\$13,182.00

CONTRACT NUMBER(S)

N62470-86-S-5529

NAME AND TITLE OF CONTRACTING OFFICER

T. L. HUGUELET, CDR, CEC, USN
Officer in Charge

(Contracting Officer)

BUDGET BUREAU
NO. 29-R0022

SPEC. NO. 05-86-5529

STANDARD FORM 114
JAN 1970 EDITION
General Services Administration
FPMR (41 CFR) 101-45.3
114-108

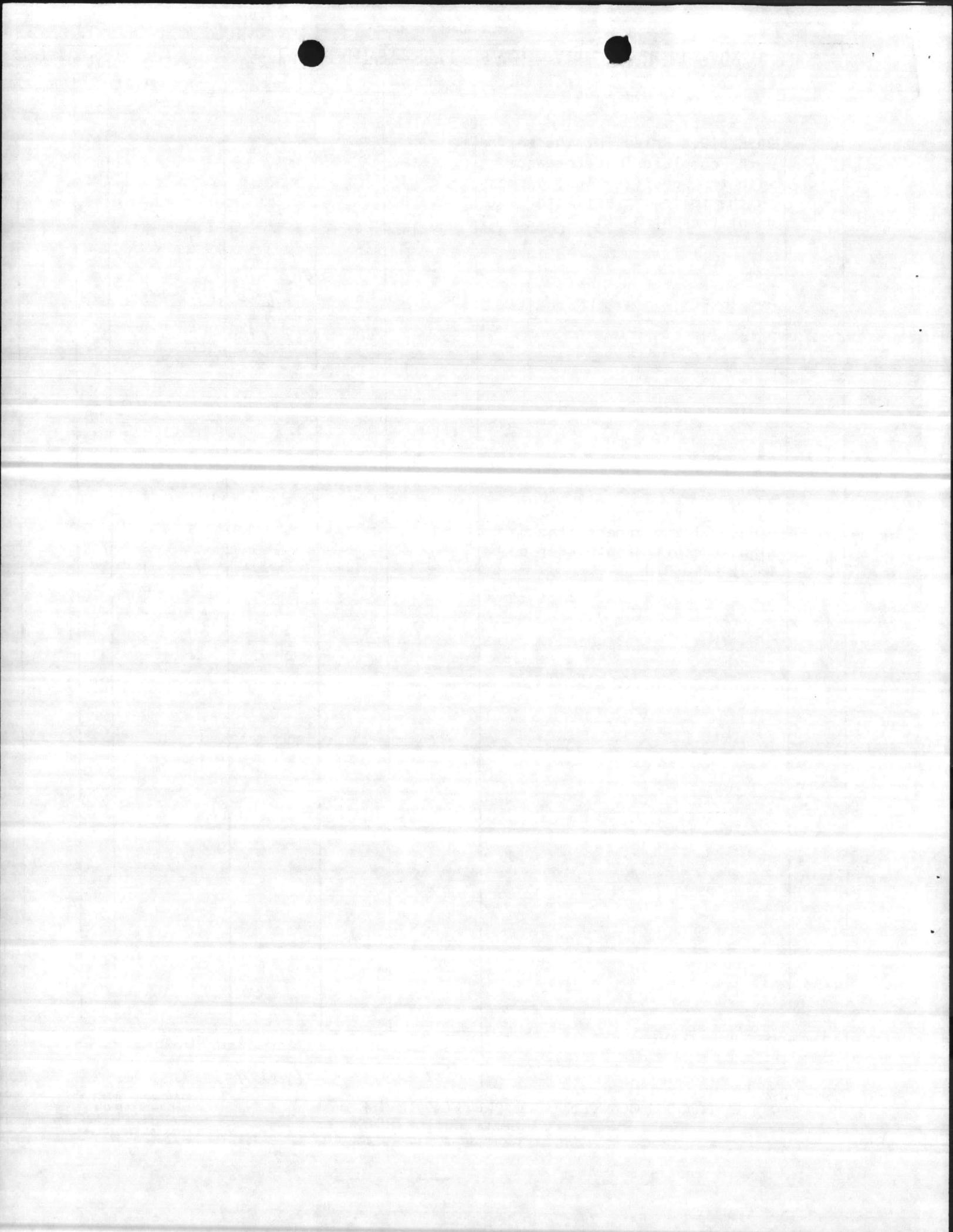
This procurement is NOT set-aside for Small Business concerns;
however, Standard Industrial Classification No. 0851 applies
and the applicable size standard for this procurement is
\$2,000,000.00.

SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED B

IFB NUMBER
N62470-86-B-5529

PAGE 4 OF 4

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.	BASE BID. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:						
	Sawtimber	98	MBF	[#] 127.50	[#] 12,495	00	
	Pulpwood	55	CDS	12.49099	687	00	
	TOTAL BASE BID				\$ 13,182	00	
	Award of the contract, if made, will be made to the highest confirming bidder on Total Base Bid.						
BID NO.—TO BE FILLED IN BY SALES OFFICE		NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)					
		SQUIRES TIMBER Co.					



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 sold here effected. equipment agency, for each

DELETE CLAUSE 7. SEE
CLAUSE 26 OF SUPPLEMENT
TO SF 114C

property
removal is
down
agency, the
hed

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)

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 developed 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.

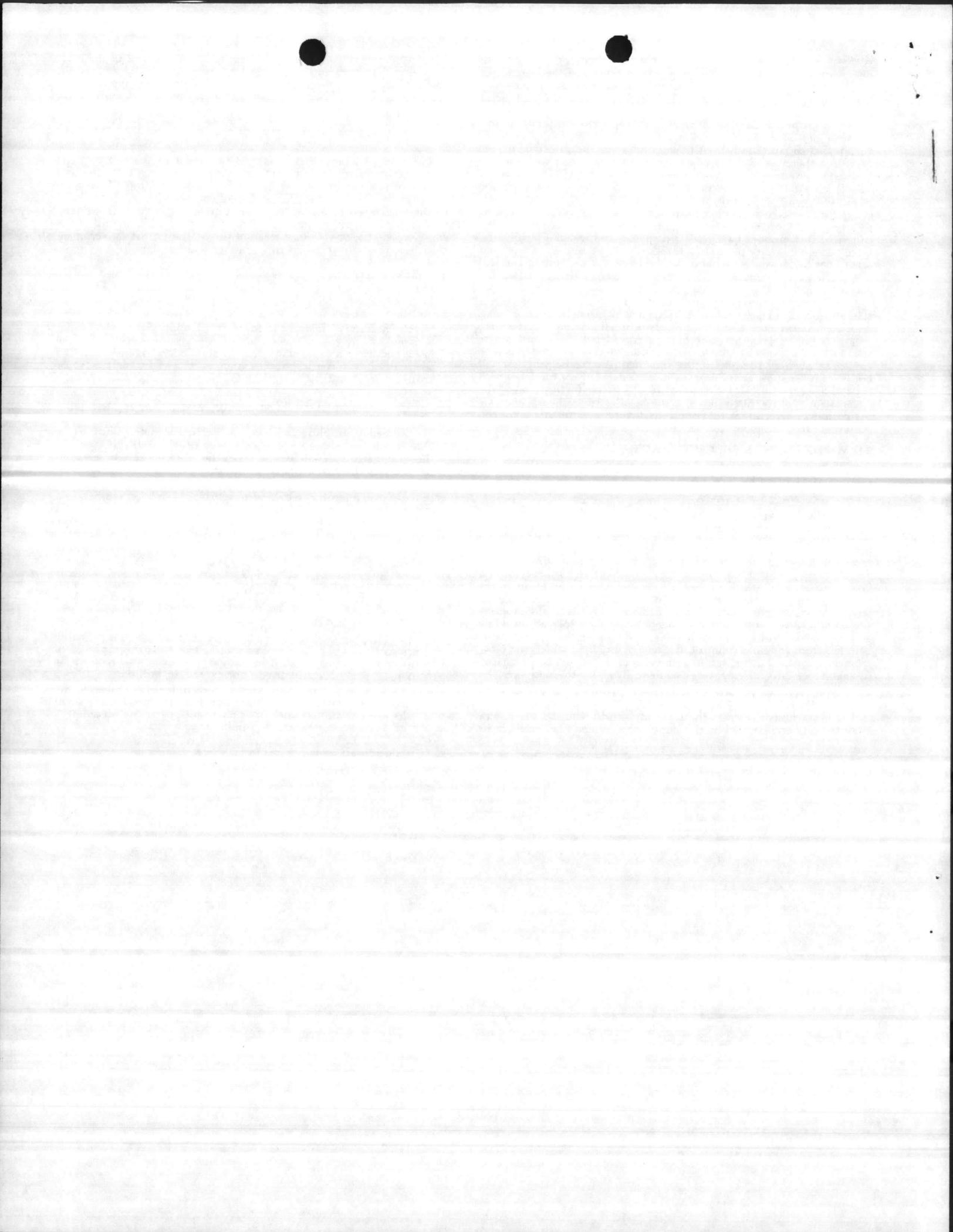
(c) Small Business. A small business concern for the purpose of the sale of Government-owned property, other than timber, is a concern, including its affiliates, which is not primarily owned and operated, is not dominant in its field, and can further qualify under the following criteria:

(1) Manufacturing or manufacturing concerns not exceeding 500 employees.

DELETE PARA (c) OF CLAUSE 25. SEE CLAUSE 35 OF SUPPLEMENT TO 114C

(2) Any concern which is primarily engaged in the sale of agricultural products, as specified in subparagraph (3) of this clause, shall be considered a small business if its annual sales or annual receipts for its preceding 3 fiscal years do not exceed \$5 million.

(3) Non-manufacturing concerns. 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.



SUPPLEMENT TO SF 114C
ADDITIONAL PROVISIONS (TIMBER SALES)
SALE OF GOVERNMENT PROPERTY
GENERAL SALE TERMS AND CONDITIONS

26. DELIVERY AND REMOVAL OF PROPERTY. Clause 7, Title, is hereby modified as follows: 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 soil 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.

27. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. This contract, to the extent that it is of a character specified in the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) is subject to the following provisions and to all other applicable provisions and exceptions of such Act and the regulations of the Secretary of Labor thereunder.

a. Overtime requirements. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty 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 hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor shall be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable 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 hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

c. Withholding for unpaid wages and liquidated damages. The Contracting Officer may withhold from the Government Prime Contractor, from any moneys 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 515 2(a). Such records shall be preserved for three years from the completion of the contract.

28. 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 the 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, regulations, 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 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.

29. CONVICT LABOR (1975 OCT). In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 408(c) (2)) and Executive Order 11755, December 29, 1973. (ASPR 7-104.17)

30. WORK OUTSIDE OF REGULAR HOURS. If the Purchaser desires to carry on his work outside of regular hours or on Sundays or holidays, he may submit application to the Officer in Charge, but shall allow ample time to enable satisfactory arrangement to be made by the Government for inspection and for providing necessary Gate Service.

31. 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. All employee or representatives of the Purchaser shall wear identification badges in accordance with station requirements. The Purchaser shall provide each of his employees or representatives with a badge suitable to the Officer in Charge. This badge shall be substantially constructed and shall show the name of the Purchaser and a serial number. 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 Officer in Charge.

32. 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 operations. 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. Smoking will be restricted to areas to be indicated by the Officer in Charge. No smoking will be permitted in restricted areas. Flame permits shall be obtained from the Officer in Charge prior to performing any burning operations. All fires, whether accidental or not, shall be reported immediately to the Officer in Charge. 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.

33. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS (1976 MAY).

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's noncompliance with the requirements of this clause, action for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the Contracting Officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, and orders of the Secretary issued pursuant to section 503 of the Act, 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 Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance. (ASPR 7-103.28)

34. CONTRACTOR'S RELEASE & LABOR STANDARDS AFFIDAVIT. Upon completion of all contract requirements by the contractor and the Government's acceptance thereof, the contractor shall execute a "Contractor's Release", 5ndLANTDIV 4-4330/84(11-74), (sample form attached) and deliver to the Contracting Officer an original and three signed copies of said "Contractor's Release". Accompanying said "Release", the contractor shall execute and submit to the Contracting Officer an original "Affidavit" (sample attached) certifying that the contractor and his subcontractors have complied with all Labor Standards Provisions of the contract.

35. The definition of Small Business under Clause 25 is hereby deleted, and the following definition is hereby substituted therefor:

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.)

36. ALTERATIONS (3-79). DELETE CLAUSE 19, GENERAL SALE TERMS AND CONDITIONS, STANDARD FORM 114C, MARCH 1974 EDITION AND SUBSTITUTE THE FOLLOWING.

DISPUTES (1979 MAR):

A. This contract is subject to the Contract Disputes Act of 1978 (41 USC 601, Et. Seq.). If a dispute arises relating to the contract, the Contractor may submit a claim to the Contracting Officer who shall issue a written decision on the dispute in the manner specified in DAR 1-314 (FPR 1-1.318).

B. "Claim" means

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

C. In the case of disputed requests or amendments to such requests for payment exceeding \$50,000, or with any amendment causing the total request in dispute to exceed \$50,000, the Contractor shall certify, at the time of

submission, as follows:

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

(Contractor's Name)
(Title)

D. The Government shall pay the Contractor interest

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

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

F. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal or action related to the contract, and comply with any decision of the Contracting Officer."

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

CONTRACT ID CODE _____ PAGE OF PAGES _____

2. AMENDMENT/MODIFICATION NO. NO. 1	3. EFFECTIVE DATE 29 APR 86	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) SPEC. 05-86-5529
6. ISSUED BY Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542	CODE 406	7. ADMINISTERED BY (If other than Item 6) CODE _____	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CODE _____ FACILITY CODE _____	(v) 9A. AMENDMENT OF SOLICITATION NO. X N62470-86-B-5529
	9B. DATED (SEE ITEM 11) NOT YET ISSUED
	10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(v) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

TIMBER SALE, ASBESTOS PIT EXPANSION
at the
MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

10. MANDATORY INSURANCE COVERAGE:

Delete this paragraph in its entirety and insert the following in its place:

(continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) T. L. HUGUELET, CDR, CEC, USN for COMNAVFACENGCOM		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 29 APR 86

"10x. MANDATORY INSURANCE COVERAGE:

(a) The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage.

<u>Type of Insurance</u>	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability		\$500,000	
2. Automobile Liability	\$200,000	\$500,000	\$ 20,000

3. Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.

4. Employer's liability coverage: \$100,000, except in states where workers' compensation may not be written by private carriers.

5. Other as required by state law.

(b) Prior to commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) 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."

NOTICE:

Bids to be opened at 2:00 P.M.

13 MAY 1986

at the
office of

Officer in Charge Of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

CONTRACT N62470-86-B-5529

NAVFAC SPECIFICATION
NO. 05-86-5529

TIMBER SALE, ASBESTOS PIT EXPANSION

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

05-86-5529

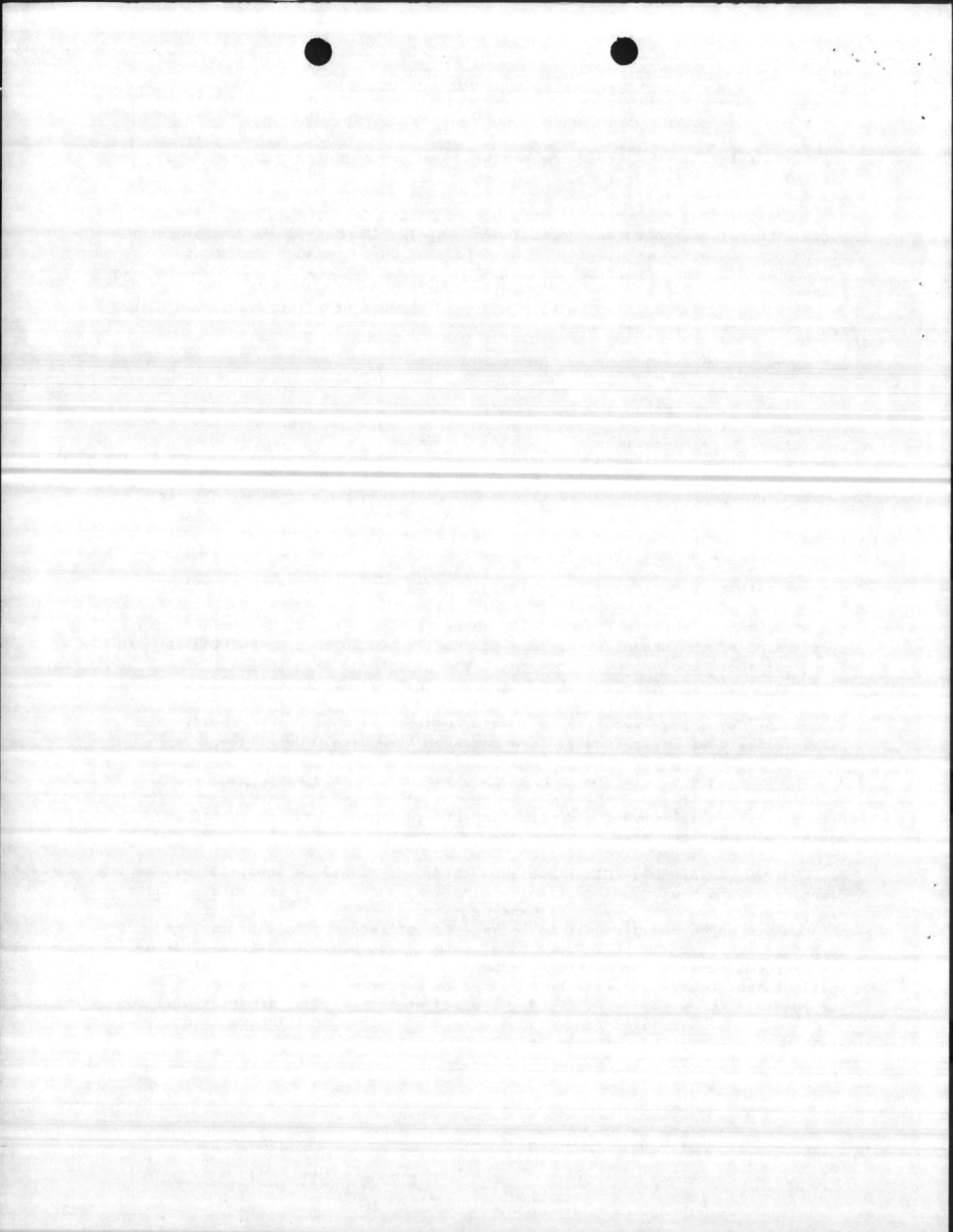
13 MAY 1988

TIMBER SALE, ASBESTOS PIT EXPANSION
at the
MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning to remove timber from Government property.
2. LOCATION: The timber is located at the Marine Corps Base, Camp Lejeune, North Carolina, as shown on the attached map(s). The map(s) are the property of the Government and shall not be used for any purpose other than that contemplated by the specification.
3. GENERAL REQUIREMENTS: The work includes removal of all trees marked with red paint, inside the sale area.
4. ESTIMATED VOLUMES:

<u>PINE</u>	<u>VOLUME</u>
Sawtimber	98 MBF
Pulpwood	55 CDS

5. TIME FOR COMPLETION: The entire work, including removal of all litter, shall be completed 45 days after award. No time extensions will be allowed.
6. DETAILED REQUIREMENTS:
 - 6.1 The harvest access road is designated on the sale map.
 - 6.2 Stump height shall not exceed 18 inches from the ground, measured on the uphill side of the stump. Tree tops must be lopped so that no portion is over five feet above the ground. Tops shall not be left outside the sale area. Trees shall be topped before skidding to the deck area.
 - 6.3 Marine Corps Base security rules and regulations shall be followed. All fires shall be properly secured in accordance with Base Order 11320.1F.
 - 6.4 The Logging deck will be located as shown on the sale map.
 - 6.5 Purchaser shall give the Contracting Officer three days notice before moving on or off the Base.
7. CONTROL OF HAZARDOUS MATERIALS AND WASTE: No hazardous substance may be discharged onto the ground or into streams and surface waters. This includes all petroleum products, waste oil and lubricants (POL's). Any repair or maintenance which could result in leakage or spillage of POL's or any hazardous substance, must be done in a manner as to prevent it from entering any ditches, streams, or natural drainage. In the event of accidental spillage, the Contractor will be required to report such spillage in accordance with BO 11090.1B. Used POL's and other hazardous material will be containerized and removed from the Base by the Contractor. The Contractor shall bear the cost for cleanup of all the spillage.



8. UNAUTHORIZED REMOVAL OF, OR DAMAGE TO, STANDING TIMBER: Undesignated timber meeting utilization standards and unnecessarily damaged or negligently or willfully cut by Purchaser shall be paid for at bid prices and required deposits which are in addition to liquidated damages. If such timber is of a species or quality different from designated timber, the rates will be considered to be the current average monthly price quoted by TIMBER MART SOUTH, a monthly publication which gives the average stumpage price for the Coastal Plain of North Carolina.

8.1 Liquidated Damages: Unnecessary damage to or negligent or willful cutting of undesignated timber on portions of sale area cut over under this contract is likely to cause substantial silvicultural or other damage to the forest resource. It will be difficult, if not impossible, to determine the amount of such damage; therefore, Purchaser shall pay as fixed, agreed and liquidated damages an amount equivalent to, and in addition to, the amount payable at bid prices for such timber. If designated, Purchaser shall remove such damaged or cut timber.

8.2 Protection of Undesignated Timber: Undesignated timber, meeting utilization standards, shall be protected from damage or destruction in Purchaser's operations. In the event undesignated trees are unnecessarily or negligently damaged or destroyed by Purchaser's operations, such damage will cause serious and substantial silvicultural or other damages; therefore, the Purchaser shall pay as fixed, agreed and liquidated damages:

\$35.00 for each sawtimber tree

\$15.00 for each small roundwood tree

\$100.00 for each red-cockaded woodpecker tree

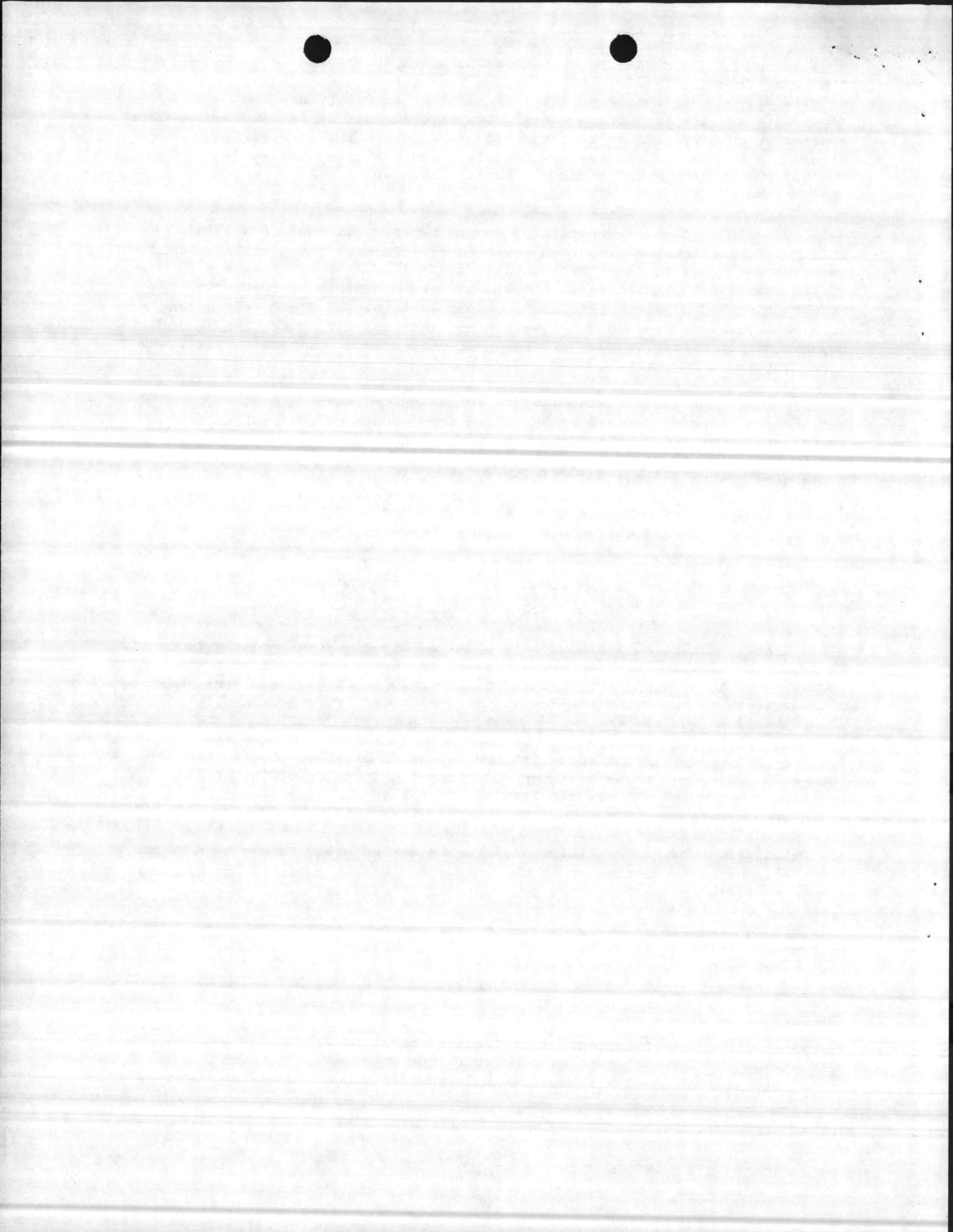
Damage, as used herein, includes injury to the living crown, bole or roots of undesignated trees. If areas are marked on the ground around such trees, operation of heavy equipment or skidding of products within said area shall be considered to be damage to the trees. If designated, Purchaser shall remove such damaged or cut timber.

By agreement, and in accordance with the paragraph entitled "Designation Changes", individual trees designated for cutting in the vicinity of an undesignated tree(s) may be left standing if felling or skidding of such designated tree(s) would endanger the undesignated tree(s).

8.3 Designation Changes: Within sale area, minor adjustments may be made in boundaries of cutting units or in the timber individually marked for cutting when acceptable to the Purchaser and Contracting Officer.

8.4 Undesignated Timber Damaged Without Negligence: Undesignated timber meeting utilization standards, damaged without negligence by Purchaser and designated by Contracting Officer, shall be cut, removed and paid for at current contract rates and required deposits.

9. ADDITIONAL TIMBER: The designatin of additional trees may be made for access roads or trails to facilitate logging operations and logging decks. Merchantable trees which must be removed by the Government, but are not part of an existing contract, may be added to an existing contract if approved by



the Purchaser and approved by the Contracting Officer. In either case, the additional volume of all merchantable trees which were cut will be paid for at the bid price. Stumpage damaged by fire caused by negligence or fault of the Purchaser shall be cut. The Government will mark and tally stumpage and the Purchaser shall remove it from the Base. Payment which will occur prior to the harvest for such fire damaged products shall be made by the Purchaser at double the bid price. The harvesting of timber under this contract shall be accomplished by use of conventional or specialized equipment, when specified, and the application of standard forestry practices currently in use in the area. Work shall be conducted in a manner which minimizes the damage to residual timber, of all species, including natural regeneration. The use of tracked equipment having a blade or frame wider than the width of the tracks 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 Contracting Officer; (3) the assistance of disabled vehicles; and (4) within the limits of designated areas to be cut only for felling trees, with no other use being permitted without prior approval.

10. MANDATORY INSURANCE COVERAGE:

(a) Prior to beginning the work, the successful bidder shall furnish to the Contracting Officer 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>Per Person</u>	<u>COVERAGE</u>	
		<u>Per Accident</u>	<u>Property</u>
Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
Automobile Liability	\$300,000	\$1,000,000	\$100,000
Workmen's Compensation (Other as required by state law)	AS REQUIRED BY STATE LAW		

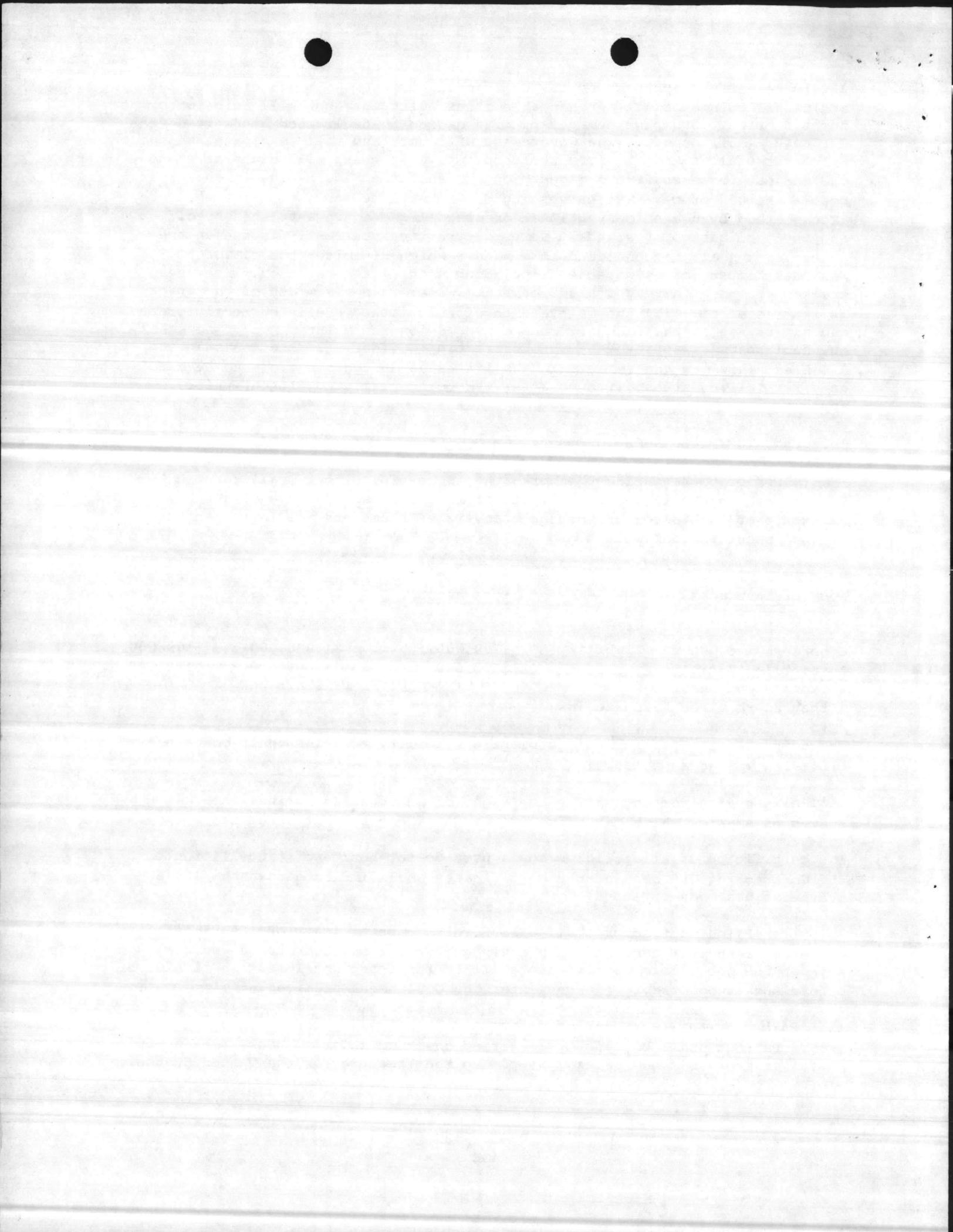
The comprehensive general and automobile liability policies shall contain a provision worded as follows:

'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 Contracting Officer 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. PAYMENT: Entire amount of contract must be paid prior to entering sale area. Payment shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the Treasurer of the United States.



12. DEFINITIONS: "Purchaser" or "Contractor" means the party signing the contract for purchase of Government-owned timber. "Officer in Charge" and "Contracting Officer" are used interchangeably in this contract and have the same meaning.

13. FORM OF CONTRACT: The contract will be executed on Standard Form 114, Sale of Government Property Bid and Award, and will include Standard Form 114B, Item Bid Page, Standard Form 114C, General Sale Terms and Conditions, and Supplement to SF 114-C, Additional Provisions (Timber Sales) dated March 1979.

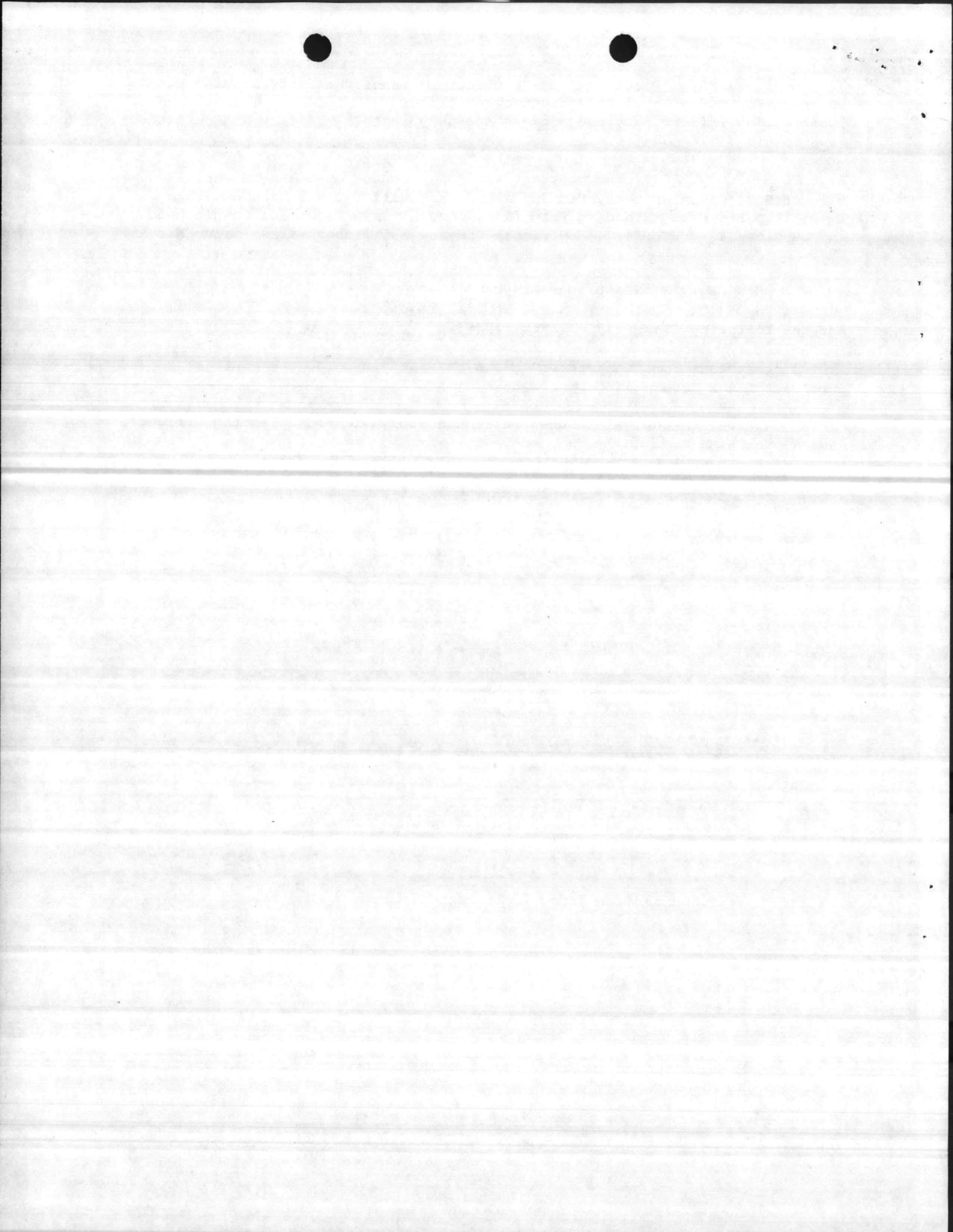
CHANGES TO STANDARD FORM 114-C:

Add the following Clause 25. DEFINITIONS:

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

"(e) 'Officer in Charge' is used interchangeably with 'Contracting Officer' and has the same meaning."

Clause 36. ALTERATIONS: After "DISPUTES" change "(1979 MAR)" to read "(1980 JUNE)".

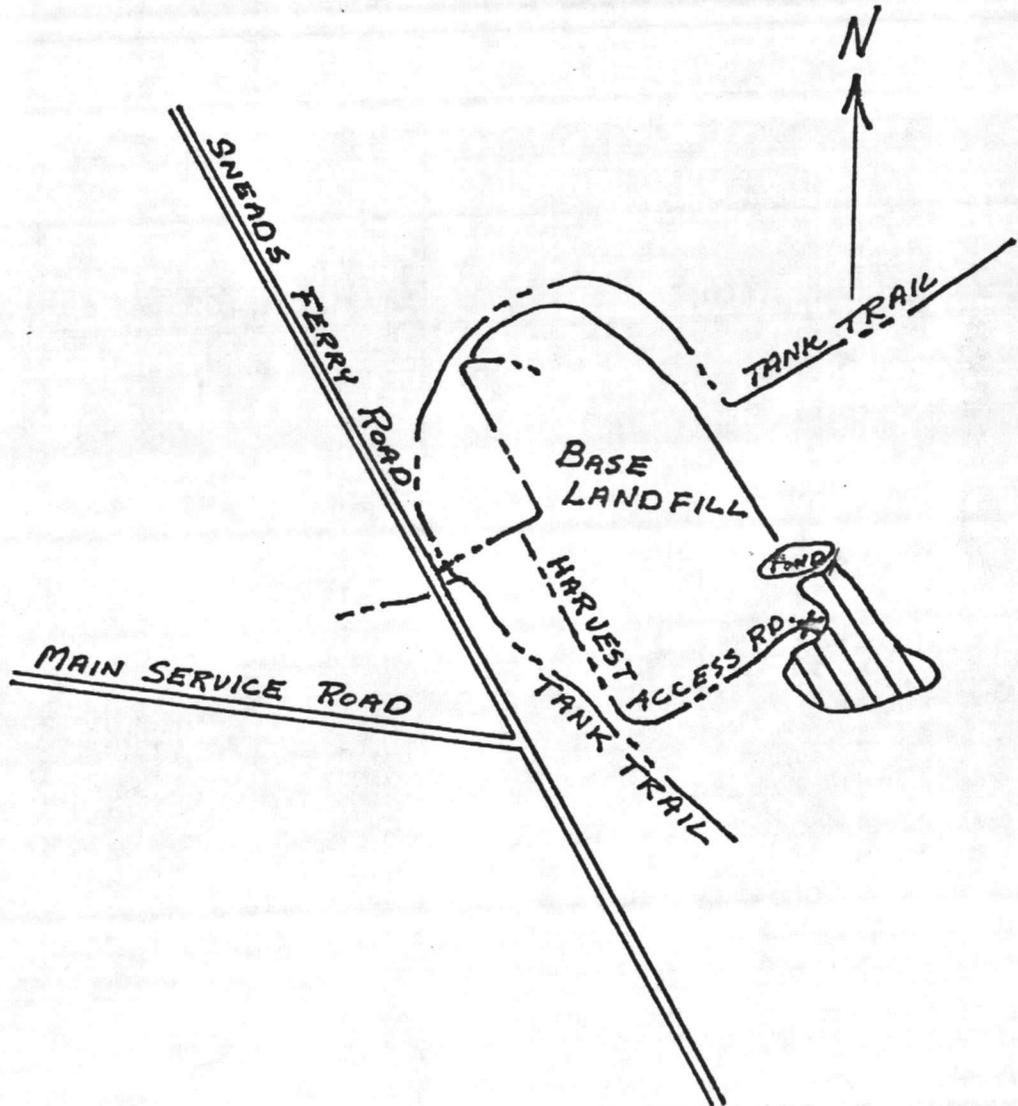


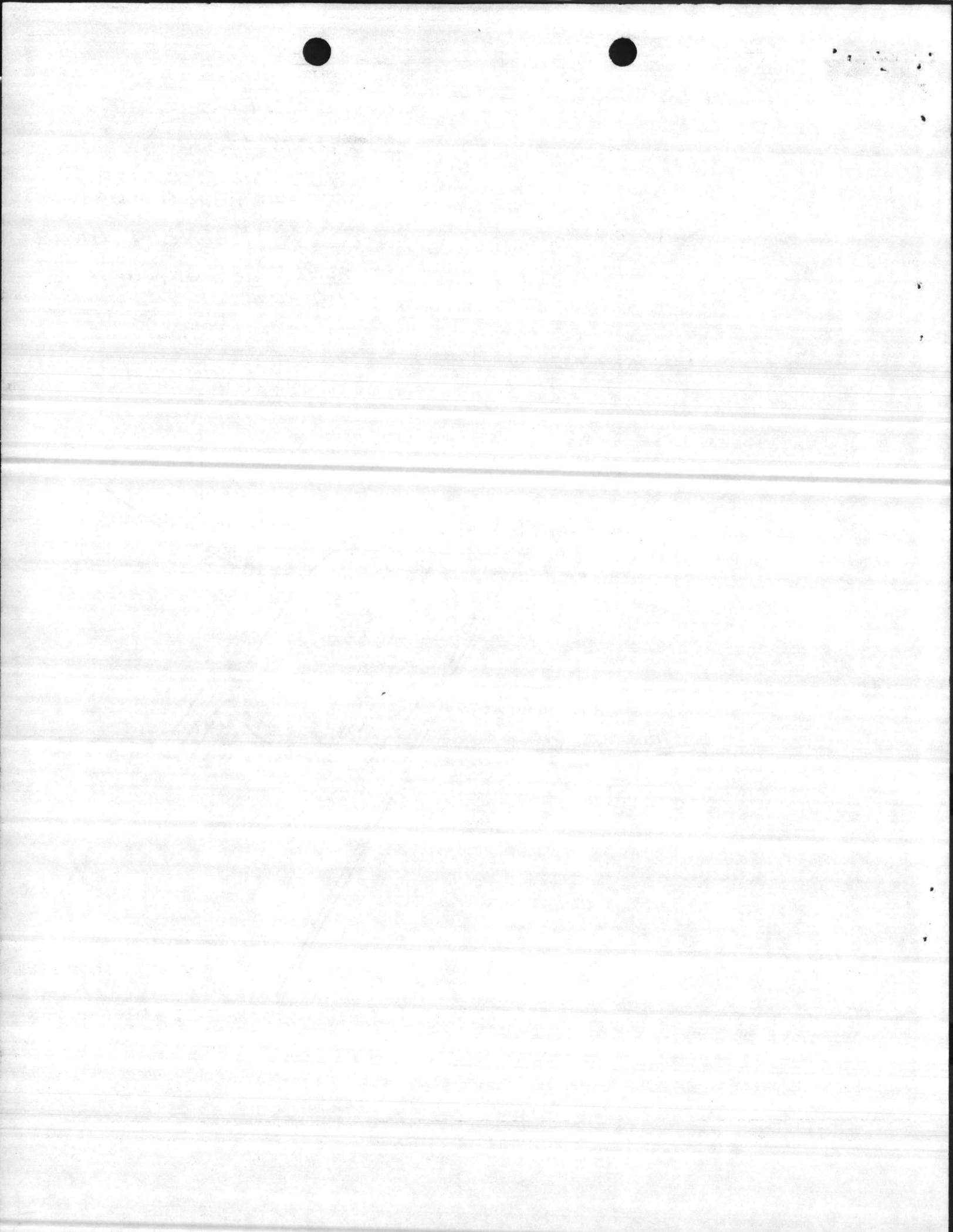
TIMBER HARVEST - ASBESTOS PIT EXPANSION

----- DIRT ROAD
==== PAVED ROAD

▨ HARVEST AREA

SCALE
1 IN. = 20 CH. * DECK





SALE OF GOVERNMENT PROPERTY - BID AND AWARD

INVITATION FOR BIDS NO.
N62470-86-B-5529

PAGE NO. 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:
919-451-2581

BIDS WILL BE OPENED AT 2:00 PM, 13 MAY 1986
at the Office of Officer in Charge of Construction
Jacksonville North Carolina Area
Room 26, Building 1005, Marine Corps Base,
Camp Lejeune, North Carolina 28542

Sealed bids in three copies for purchasing all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above. subject to: (1) The General Sale Terms and Conditions, SF 114C, dated March 1974 and Supplement to SF 114C dated March 1979 and such other special terms and conditions attached or incorporated herein by reference and identified as Spec. No. 05-86-5529 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.**

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page as part of this Bid, at the price set opposite each item, pursuant to Clause 6 of SF 114C and Para 9 of the Specification, Changes to SF 114C. The entire work, including removal of all litter, shall be completed 45 days after award. No time extensions will be allowed.

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 \$ 13,182.00

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)
SQUIRES TIMBER CO.
314 BURGAW HIGHWAY
JACKSONVILLE, N.C. 28540
TELEPHONE NUMBER: **347-4169**
BIDDER IDENTIFICATION NO. (If applicable):

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID
Randall W. Henderson
SIGNER'S NAME & TITLE (Type or print)
RANDALL W. HENDERSON
PROCUREMENT FORESTER
DATE OF BID
5/13/86

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

ACCEPTED AS TO ITEM(S) NUMBERED
TOTAL BASE BID
TOTAL AMOUNT
\$13,182.00
CONTRACT NUMBER(S)
N62470-86-S-5529

UNITED STATES OF AMERICA
BY **/s/ T. L. HUGUELET**
DATE OF ACCEPTANCE
20 MAY 86

NAME AND TITLE OF CONTRACTING OFFICER
T. L. HUGUELET, CDR, CEC, USN
Officer in Charge
(Contracting Officer)

BUDGET BUREAU
NO. 29-R0022

SPEC. NO. 05-86-5529

STANDARD FORM 114
JAN 1970 EDITION
General Services Administration
FPMR (41 CFR) 101-45.3
114-108

This procurement is NOT set-aside for Small Business concerns; however, Standard Industrial Classification No. 0851 applies and the applicable size standard for this procurement is \$2,000,000.00.

SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BID

IFB NUMBER
2470-86-B-5529

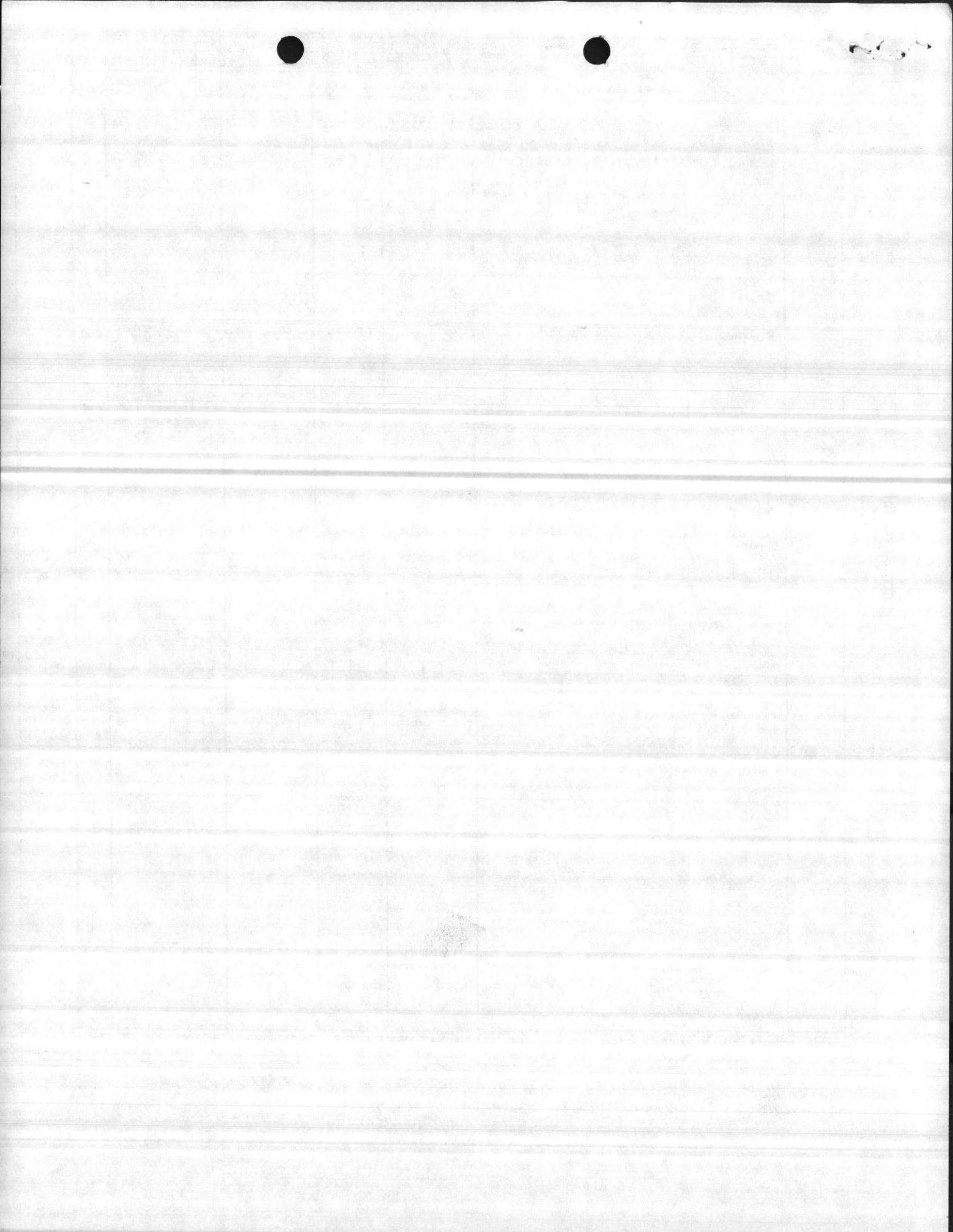
PAGE 4 Of 4

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.	BASE BID. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:						
	Sawtimber	98	MBF	# 127.50	# 12,495	00	
	Pulpwood	55	CDS	12.49099	687	00	
	TOTAL BASE BID				\$ 13,182	00	
Award of the contract, if made, will be made to the highest confirming bidder on Total Base Bid.							

BID NO.—TO BE FILLED IN BY SALES OFFICE

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

SQUIRES TIMBER Co.



SALE OF GOVERNMENT PROPERTY—BID AND AWARD

INVITATION FOR BIDS NO. N6270-86-B-5529

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:
919-451-2581

BIDS WILL BE OPENED AT 2:00 PM, 13 MAY 1986
at the Office of Officer in Charge of Construction
Jacksonville North Carolina Area
Room 26, Building 1005, Marine Corps Base,
Camp Lejeune, North Carolina 28542

Scaled bids in three copies for purchasing all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above. subject to: (1) The General Sale Terms and Conditions, SF 114C, dated March 1974 and Supplement to SF 114C dated March 1979

and such other special terms and conditions attached or incorporated herein by reference and identified as Spec. No. 05-86-5529 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.

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page as part of this Bid, at the price set opposite each item, pursuant to Clause 6 of SF 114C and Para 9 of the Specification, Changes to SF 114C. The entire work, including removal of all litter, shall be completed 45 days after award. No time extensions will be allowed.

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 \$ 13,182.00

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)

SQUIRES TIMBER CO.
314 BURGAW HIGHWAY
JACKSONVILLE, N.C. 28540
TELEPHONE NUMBER: 347-4169
BIDDER IDENTIFICATION NO. (If applicable):

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

Randall W. Henderson

SIGNER'S NAME & TITLE (Type or print)

RANDALL W. HENDERSON
PROCUREMENT FORESTER

DATE OF BID

5/13/86

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

ACCEPTED AS TO ITEM(S) NUMBERED

TOTAL BASE BID

UNITED STATES OF AMERICA

BY /s/ T. L. HUGUELET

DATE OF ACCEPTANCE

20 MAY 86

TOTAL AMOUNT
\$13,182.00

CONTRACT NUMBER(S)
N62470-86-S-5529

NAME AND TITLE OF CONTRACTING OFFICER
T. L. HUGUELET, CDR, CEC, USN
Officer in Charge
(Contracting Officer)

This procurement is NOT set-aside for Small Business concerns;
however, Standard Industrial Classification No. 0851 applies
and the applicable size standard for this procurement is
\$2,000,000.00.

SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BIDDING

IFB NUMBER
2470-86-B-5529

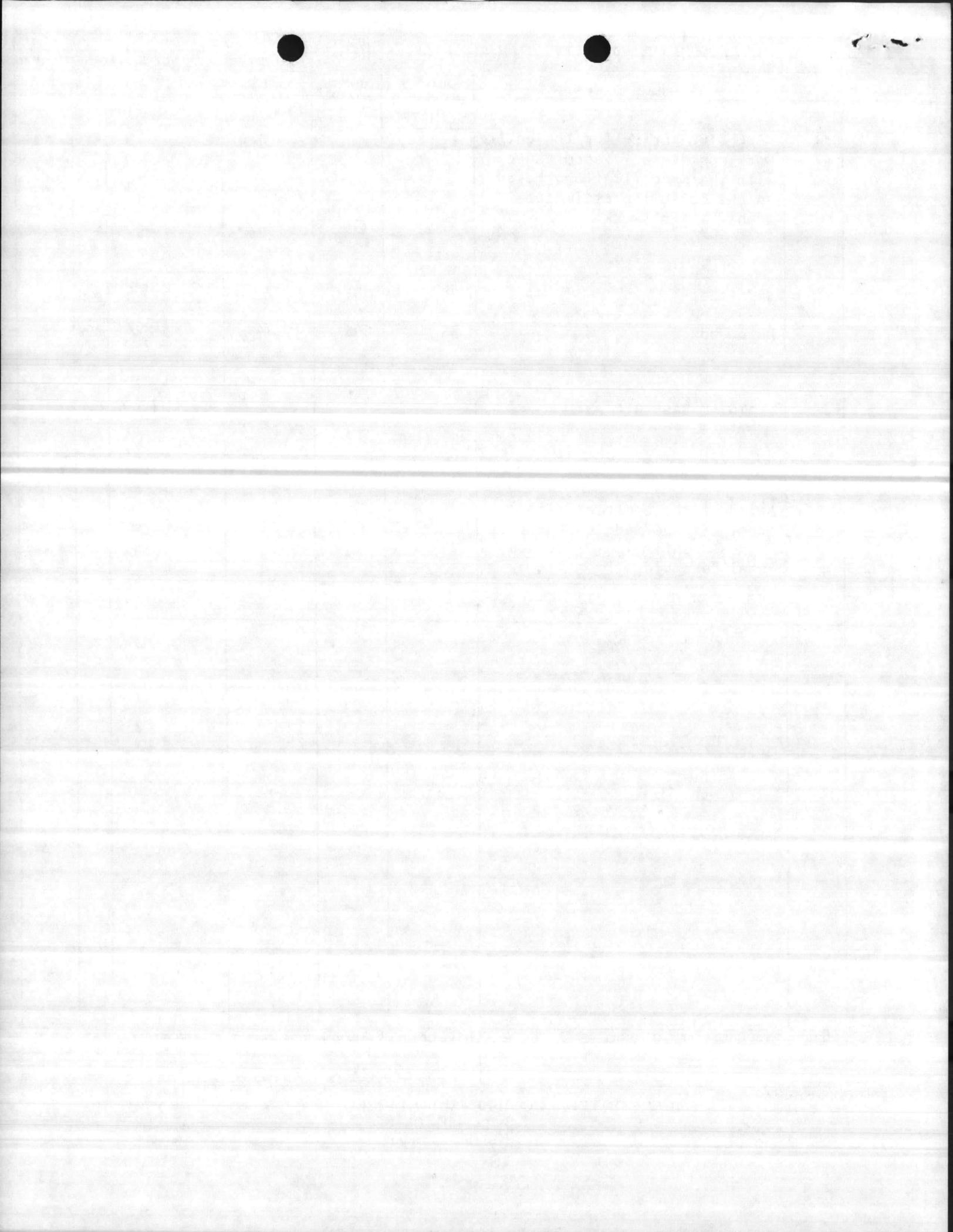
PAGE 4 Of 4

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.	BASE BID. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:						
	Sawtimber	98	MBF	# 127.50	\$ 12,495	00	
	Pulpwood	55	CDS	12.49099	687	00	
	TOTAL BASE BID				\$ 13,182	00	
	Award of the contract, if made, will be made to the highest confirming bidder on Total Base Bid.						

BID NO.—TO BE FILLED IN BY SALES OFFICE

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

SQUIRES TIMBER Co.



SALE OF GOVERNMENT PROPERTY—BID AND AWARD

INVITATION FOR BIDS NO.
N62470-86-B-5529

PAGE NO. 2 of

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:
919-451-2581

BIDS WILL BE OPENED AT 2:00 PM, 13 MAY 1986

at the Office of Officer in Charge of Construction
Jacksonville North Carolina Area
Room 26, Building 1005, Marine Corps Base,
Camp Lejeune, North Carolina 28542

Sealed bids in three copies for purchasing all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above. subject to: (1) The General Sale Terms and Conditions, SF 114C, dated March 1974 and Supplement to SF 114C dated March 1979

and such other special terms and conditions attached or incorporated herein by reference and identified as Spec: No. 05-86-5529 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.**

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page as part of this Bid, at the price set opposite each item, pursuant to Clause 6 of SF 114C and Para 9 of the Specification, Changes to SF 114C. The entire work, including removal of all litter, shall be completed 45 days after award. No time extensions will be allowed.

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 \$ _____

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)

Government Estimate

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

Albert C Henry Jr

TELEPHONE NUMBER:

SIGNER'S NAME & TITLE (Type or print)

ALBERT C HENRY JR

DATE OF BID

BIDDER IDENTIFICATION NO. (If applicable):

Timber Mgt. Forester

9 May 86

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

BUDGET BUREAU
NO. 29-R0022

SPEC. NO. 05-86-5529

STANDARD FORM 114
JAN 1970 EDITION
General Services Administration
FPMR (41 CFR) 101-45.3
114-108

* GPO: 1970 OF-390-461 (32-K)

Forestry Est.

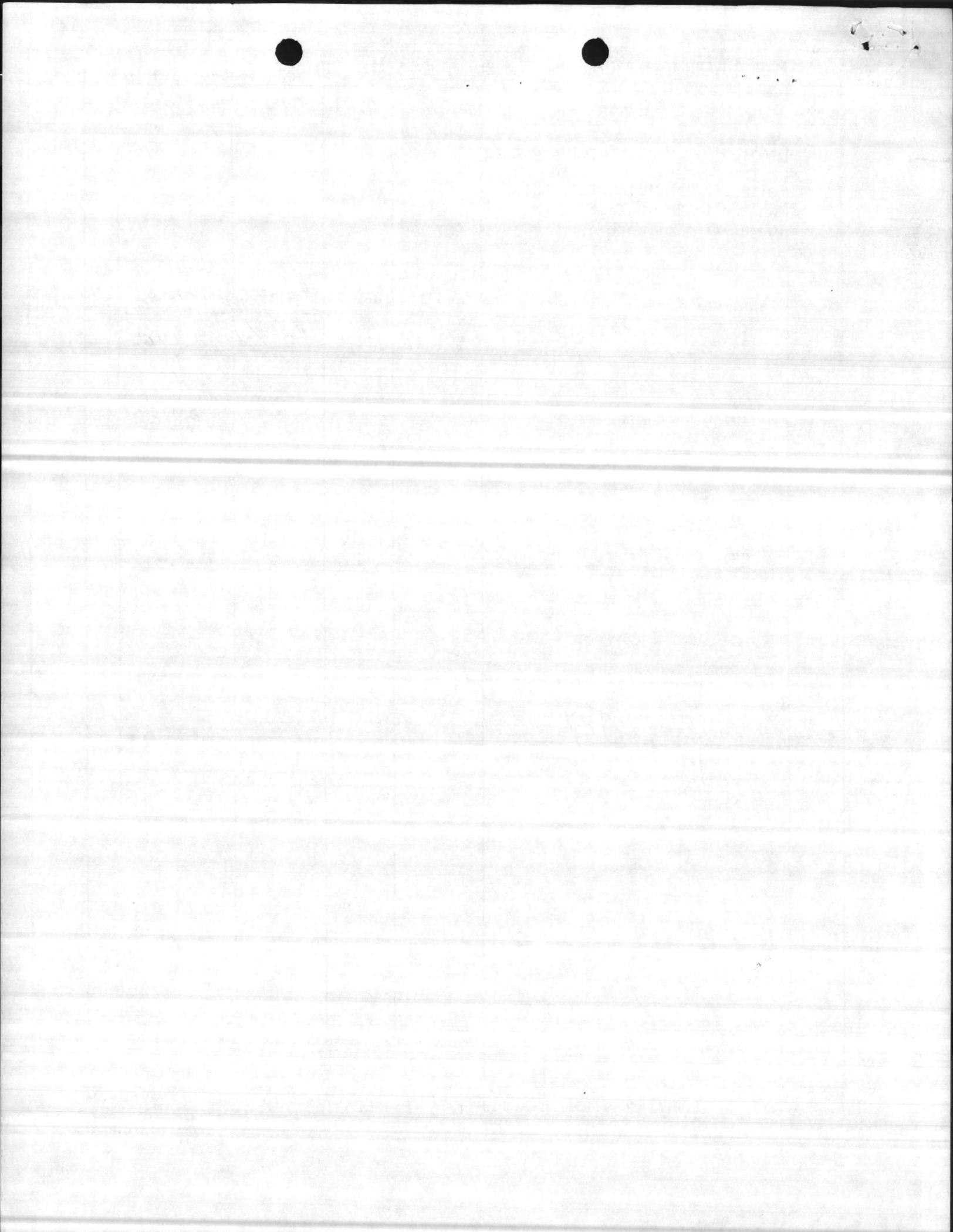
This procurement is NOT set-aside for Small Business concerns;
however, Standard Industrial Classification No. 0851 applies
and the applicable size standard for this procurement is
\$2,000,000.00.

SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BID

B NUMBER
N62470-86-B-5529

PAGE 4 OF 4

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units) <i>ESTIMATED</i>	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
1.	BASE BID. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:						
	Sawtimber	98	MBF	\$ 80 ⁰⁰ /MBF	7840	00	
	Pulpwood	55	CDS	\$ 8 ⁰⁰ /cd	440	00	
	TOTAL BASE BID				\$ 8,280	00	
	Award of the contract, if made, will be made to the highest confirming bidder on Total Base Bid.						
		<i>Forestry Est.</i>					
BID NO.—TO BE FILLED IN BY SALES OFFICE		NAME OF BIDDER AND IDENTIFICATION NO., IF APPLICABLE (Type or print)					



Sale

GOVERNMENT PROPERTY

Page No. 1 of 4 Pages of
Invitation No N62470-86-B-5529
TIMBER SALE, ASBESTOS PIT EXPANSION,
MARINE CORPS BASE, CAMP LEJEUNE, NC

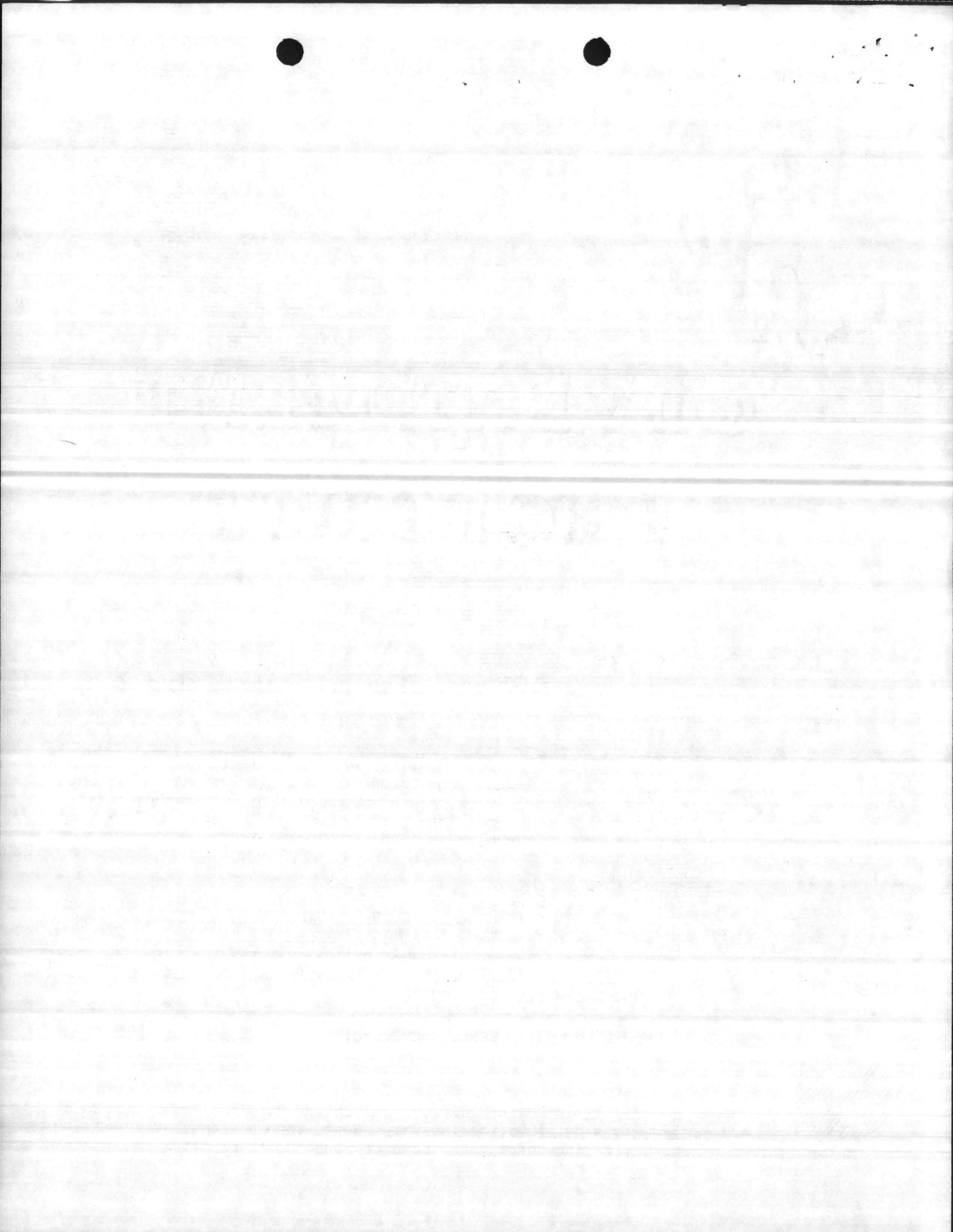
Sealed bids in TRIPLICATE
subject to the terms and conditions set forth herein, for
the purchase and removal of the Government-owned pro-
perty listed in this Invitation, will be received until the time,
date, and at the place indicated below,

Time of Opening 2:00 P. M. EDST Time
Date of Opening 13 MAY 1986 19 .
Place of Opening Office of Officer in Charge of Construction,
Rm 26, Bldg. 1005, Marine Corps Base, Camp Lejeune, NC

Bid Deposit IS NOT REQUIRED.

Inspection Invited SEE ATTACHED NOTICE.

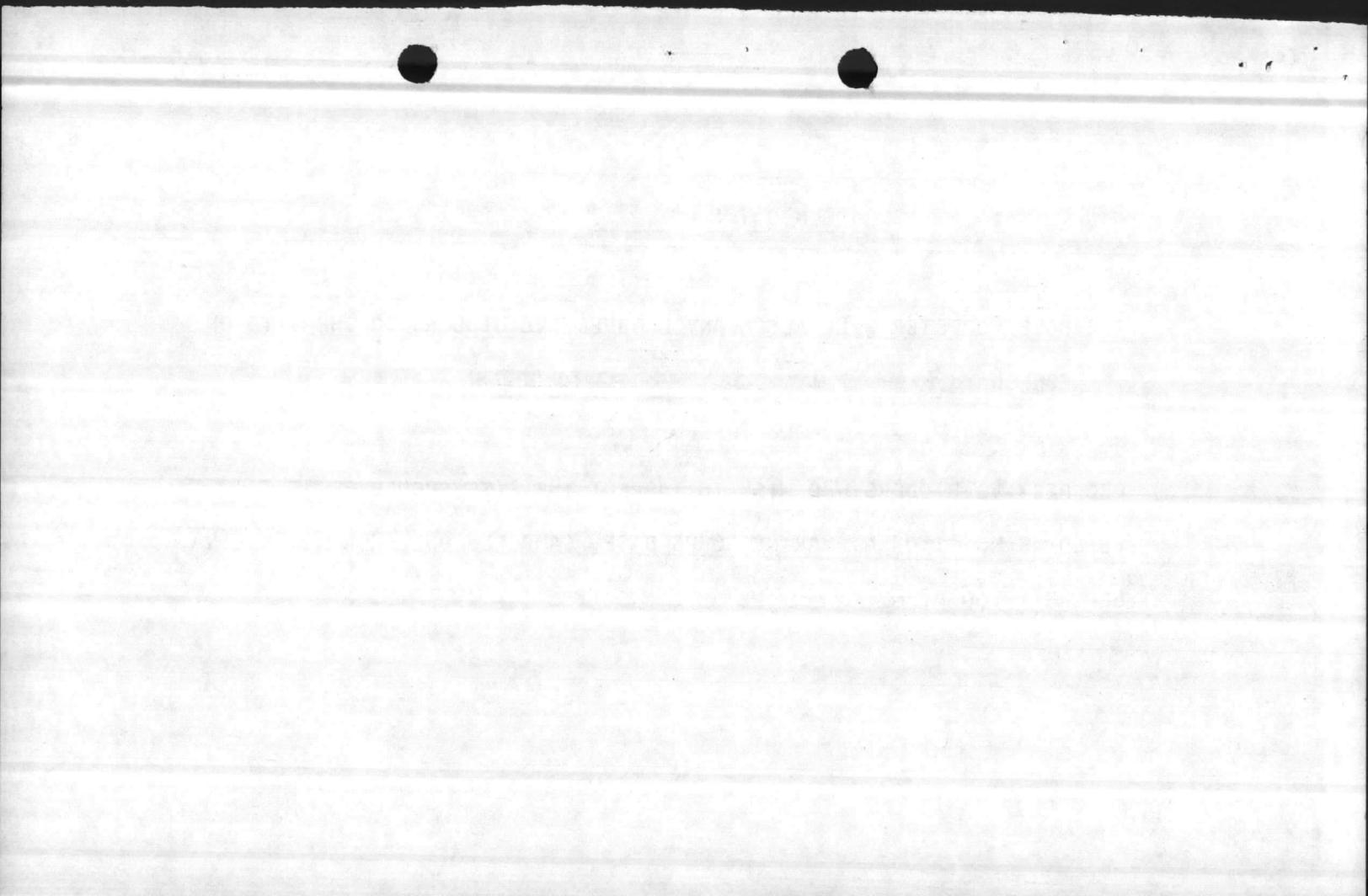
Issued by Officer in Charge, Jacksonville North Carolina Area
Address Rm 26, Bldg. 1005, Marine Corps Base, Camp Lejeune, NC 28542
Property Located at Marine Corps Base, Camp Lejeune, North Carolina



NOTICE

THE BASE FORESTER WILL ACCOMPANY PROSPECTIVE BIDDERS TO THE SITE ON
WEDNESDAY ---- 7 MAY 1986 ----- 10:00 AM

PROSPECTIVE BIDDERS WHO WISH TO INSPECT THE SITE SHOULD BE AT
BUILDING NO. 1103 AT MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA,
BEFORE 10:00 A. M.



SALE OF GOVERNMENT PROPERTY—BID AND AWARD

INVITATION FOR BID NO.
N62470-86-B-5529

PAGE NO. 2 of 4

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:
919-451-2581

BIDS WILL BE OPENED AT 2:00 PM, 13 MAY 1986

at the Office of Officer in Charge of Construction
Jacksonville North Carolina Area
Room 26, Building 1005, Marine Corps Base,
Camp Lejeune, North Carolina 28542

Sealed bids in three copies for purchasing all items listed on the accompanying schedule, will be received at the place designated above until the date and time specified above. subject to: (1) The General Sale Terms and Conditions, SF 114C, dated March 1974 and Supplement to SF 114C dated March 1979

and such other special terms and conditions attached or incorporated herein by reference and identified as Spec. No. 05-86-5529 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.

(3) Bidder is required to pay for any or all of the items listed on the Item Bid page as part of this Bid, at the price set opposite each item, pursuant to Clause 6 of SF 114C and Para 9 of the Specification, Changes to SF 114C. The entire work, including removal of all litter, shall be completed 45 days after award. No time extensions will be allowed.

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 \$ _____

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

BUDGET BUREAU
NO. 29-R0022

SPEC. NO. 05-86-5529

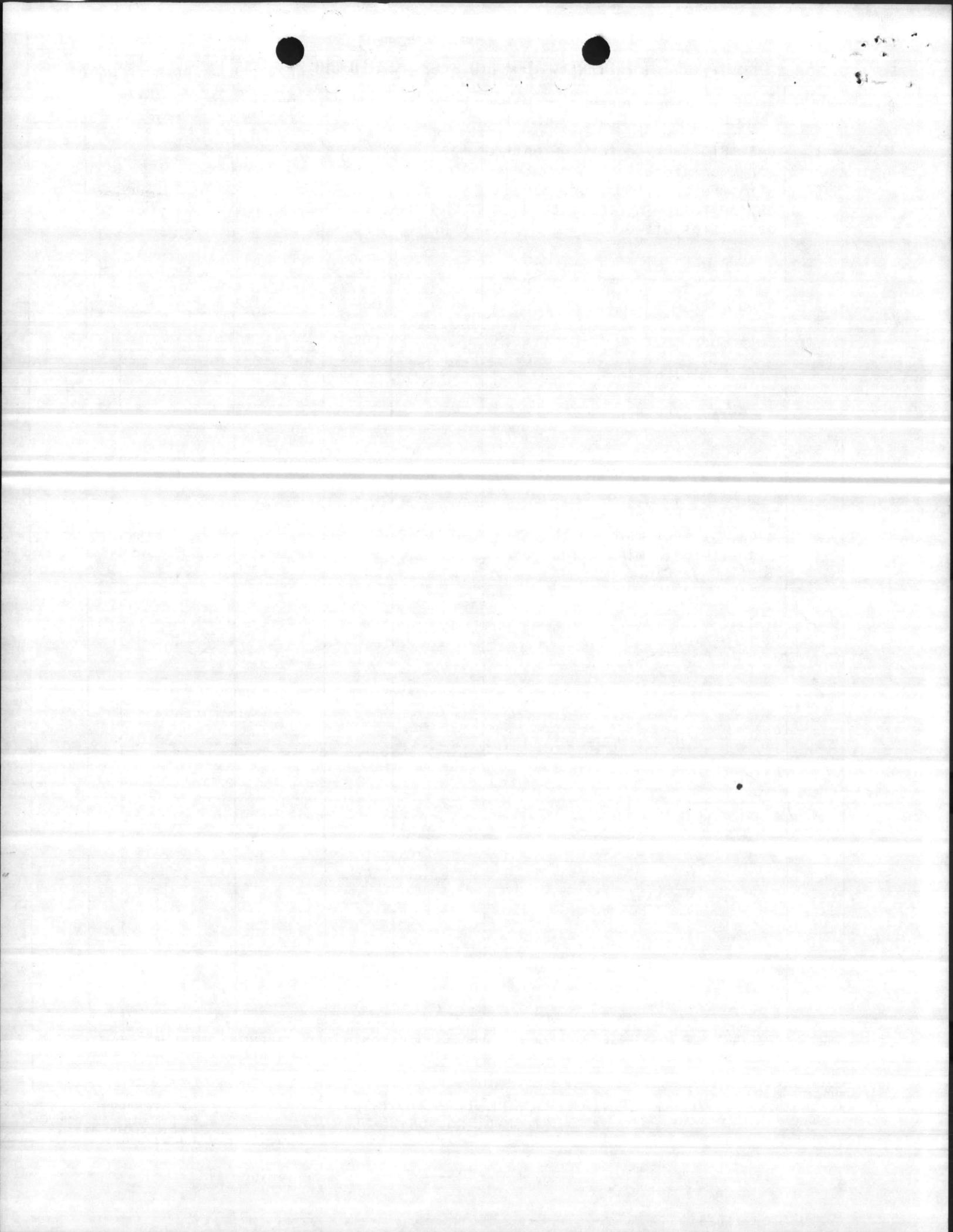
STANDARD FORM 114
JAN 1970 EDITION
General Services Administration
FPMR (41 CFR) 101-45.3
114-108

This procurement is NOT set-aside for Small Business concerns;
however, Standard Industrial Classification No. 0851 applies
and the applicable size standard for this procurement is
\$2,000,000.00.

SALE OF GOVERNMENT PROPERTY—ITEM BID PAGE—SEALED BID

B NUMBER
N62470-86-B-5529

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units) <u>ESTIMATED</u>	UNIT OF MEASURE	PRICE BID PER UNIT	TOTAL PRICE BID		ITEM NO.
					DOLLARS	CTS	
1.	BASE BID. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:						
	Sawtimber	98	MBF	_____	_____	_____	
	Pulpwood	55	CDS	_____	_____	_____	
	TOTAL BASE BID				\$ _____	_____	
	Award of the contract, if made, will be made to the highest confirming bidder on Total Base Bid.						
BID NO.—TO BE FILLED IN BY SALES OFFICE		NAME OF BIDDER AND, IDENTIFICATION NO., IF APPLICABLE (Type or print)					





DEPARTMENT OF THE NAVY

OFFICER IN CHARGE OF CONSTRUCTION
RESIDENT OFFICER IN CHARGE OF CONSTRUCTION
NAVAL FACILITIES ENGINEERING COMMAND CONTRACTS
CAMP LEJEUNE, NORTH CAROLINA 28542-5000

IN REPLY REFER TO

JAX/02/MEC/fao
N62470-86-S-~~7905~~5529
10 June 1986

From: Officer in Charge of Construction, Jacksonville, North Carolina Area
To: Commander, Atlantic Division, Naval Facilities Engineering Command
(Attn: Code 02)

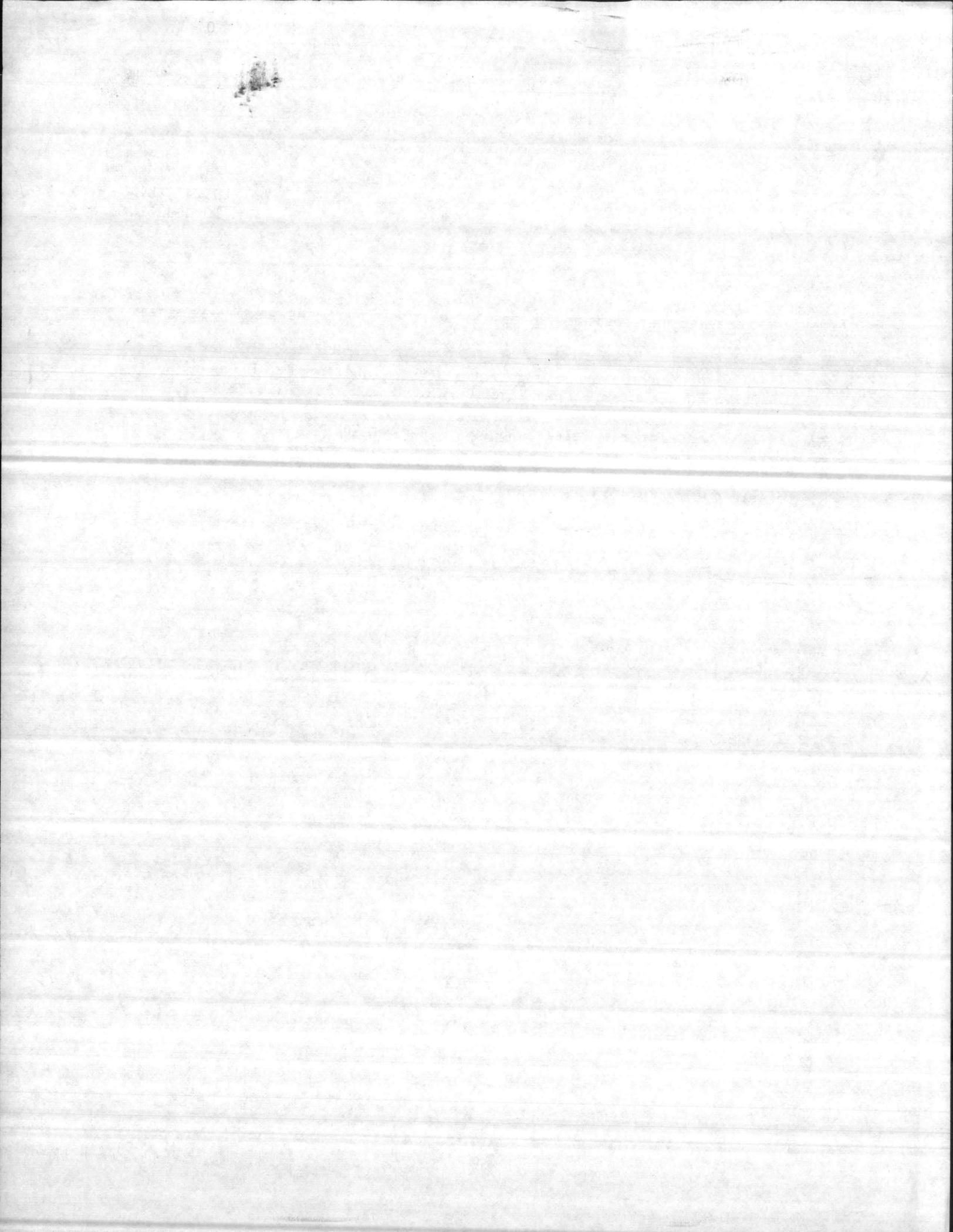
Subj: Contract N62470-86-S-5529, Timber Sale, Asbestos Pit Expansion,
Marine Corps Base, Camp Lejeune, NC

Encl: (1) Contractor's Release, Squires Timber Co.

1. All work under the subject contract has been completed. Enclosure (1)
is forwarded for appropriate action.

M. E. Coyne
M. E. COYNE
By direction

Copy (w/o encl) to:
Forestry
HQMC, Code LFF-2



1. Purpose DISB. <input type="checkbox"/> COLLECT <input checked="" type="checkbox"/>	2. Date 20 May 86	3. Reference Document No. N62470-86-S-5529	4. Bill Number	5. Voucher No. 2390
6. FROM: OIC Jacksonville NC Area MCB CLNC			7. PAID BY: CHECK NO. 67001 XXSYM5190 MCB CLNC 5/21/86	
8. TO: Disbursing Officer Marine Corps Base Camp Lejeune, NC 28542-5000				

9. ARTICLES, SERVICES OR ITEMS						
A. INVOICE OR ORDER NO.	B. DATE OF DELIVERY/SERVICE	C. DESCRIPTION (REMITTER, EXPLANATION, DETAILS, ETC.)	D. QUANTITY	E. UNIT PRICE		F. AMOUNT
				COST	PER	
		Official Check No. 82023368 dtd 19 May 86 Official Check No. 55092633 dtd 20 May 86 drawn on Wachovia Bank & Trust Co.				13,100.00 82.00
		Squires Timber Co., 214 Burgaw Highway, Jacksonville, NC Contract N62470-86-S-5529, Timber Sale, Asbestos Pit Expansion, Marine Corps Base, CLNC <u>PAYMENT IN FULL</u>				

G. DISCOUNT TERMS	H. TOTAL 13,182.00
-------------------	--------------------

10. TYPE OF PAYMENT OR BILL: COMPLETE PARTIAL FINAL PROGRESS ADVANCE

11. ACCOUNTING CLASSIFICATION TO BE CREDITED (COLLECTION)										
A. ACRN	B. APPROPRIATION	C. SUB-HEAD	D. OBJ. CLASS	E. BUREAU CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT (U.S. CURRENCY ONLY)
	17F3875	2785	007	00000	0	000027	3C	067001	006700198004	13,182.00

12. DEDUCTIONS						
A. ACRN	B. TRANSPORTATION	C. DISCOUNT	D. TAX	E. RESERVE	F. MISCELLANEOUS	G. TOTAL FOR ACRN (U.S. CURRENCY ONLY)

H. CURRENCY: EXCHANGE RATE = \$1.00 I. TOTAL DEDUCTIONS

13. ACCOUNTING CLASSIFICATION TO BE CHARGED (DISBURSEMENT)										
A. ACRN	B. APPROPRIATION	C. SUB-HEAD	D. OBJ. CLASS	E. BUREAU CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT (U.S. CURRENCY ONLY)
	Dist: Fiscal Contractor Forestry Reports									

L. TOTAL NET AMOUNT TO BE PAID (BLOCK 9-H MINUS BLOCK 12-I)
Contract Folder

14. INSPECTION REPORT NOS: 15. GOV'T B/L NOS:

16. APPROVED BY <u>M. E. COYNE</u> 20MAY86 TITLE MGR., CONTRACT BR. (DATE)	17. CERTIFIED BY <u>D. R. RUCH</u> 5/21/86 TITLE <u>By: Tony E. Aron</u> (DATE)
---	--

18. PAYMENT RECEIVED:
 PAYEE -
 PER -
 TITLE -

OFFICE OF THE ASSISTANT SECRETARY FOR
MILITARY PERSONNEL

07901
MILITARY PERSONNEL
FORM 100

Planning Officer
Army Corps Base
Camp Lejeune, NC 28542-5000

UNITED STATES GOVERNMENT

Official check for \$1,100.00 and \$1,100.00

Branch of Westville Bank, Trust Co.

Contract No. W49-50-001-001, Asbestos
Site Remediation, Camp Lejeune, NC

SAVINGS BANK

THE PAYMENT OF THIS CHECK IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT AND TO THE PAYMENT OF ALL TAXES AND DEDUCTIONS.

AMOUNT	DATE	DESCRIPTION	AMOUNT
3,100.00	07/01	0250010001	

AMOUNT	DATE	DESCRIPTION	AMOUNT

AMOUNT TO BE PAID TO THE PAYEE'S BANK ACCOUNT

AMOUNT	DATE	DESCRIPTION	AMOUNT

AMOUNT TO BE PAID TO THE PAYEE'S BANK ACCOUNT

BY: *[Signature]*
 DATE: *[Date]*
 TITLE: *[Title]*

1. Purpose DISB. COLLECT 2. Date 20 May 86 3. Reference Document No. N62470-86-S-5529 4. Bill Number 5. Voucher No.

6. FROM: OIC Jacksonville NC Area
MCB CLNC

7. PAID BY: CHECK NO. 67901
MXSM5190
MCB CLNC

8. TO: Disbursing Officer
Marine Corps Base
Camp Lejeune, NC 28542-5000

9. ARTICLES, SERVICES OR ITEMS

A. INVOICE OR ORDER NO.	B. DATE OF DELIVERY/SERVICE	C. DESCRIPTION (REMITTER, EXPLANATION, DETAILS, ETC.)	D. QUANTITY	E. UNIT PRICE		F. AMOUNT
				COST	PER	
		Official Check No. 82023368 dtd 19 May 86 Official Check No. 55092633 dtd 20 May 86 drawn on Wachovia Bank & Trust Co. Squires Timber Co., 214 Burgaw Highway, Jacksonville, NC Contract N62470-86-S-5529, Timber Sale, Asbestos Pit Expansion, Marine Corps Base, CLNC <u>PAYMENT IN FULL</u>				13,100.00 82.00

G. DISCOUNT TERMS H. TOTAL 13,182.00

10. TYPE OF PAYMENT OR BILL: COMPLETE PARTIAL FINAL PROGRESS ADVANCE

11. ACCOUNTING CLASSIFICATION TO BE CREDITED (COLLECTION)

A. ACRN	B. APPROPRIATION	C. SUB-HEAD	D. OBJ. CLASS	E. BUREAU CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT (U.S. CURRENCY ONLY)
	17F3875	2785	007	00000	0	000027	3C	067001	006700198004	13,182.00

12. DEDUCTIONS

A. ACRN	B. TRANSPORTATION	C. DISCOUNT	D. TAX	E. RESERVE	F. MISCELLANEOUS	G. TOTAL FOR ACRN (U.S. CURRENCY ONLY)

H. CURRENCY: EXCHANGE RATE = \$1.00 I. TOTAL DEDUCTIONS

13. ACCOUNTING CLASSIFICATION TO BE CHARGED (DISBURSEMENT)

A. ACRN	B. APPROPRIATION	C. SUB-HEAD	D. OBJ. CLASS	E. BUREAU CONTROL	F. SA	G. AAA	H. TT	I. PAA	J. COST CODE	K. AMOUNT (U.S. CURRENCY ONLY)
	Dist: Fiscal Contractor Forestry Reports									

L. TOTAL NET AMOUNT TO BE PAID (BLOCK 9-H MINUS BLOCK 12-I) Contract Folder

14. INSPECTION REPORT NOS: 15. GOV'T B/L NOS:

16. APPROVED BY M. E. COYNE
20MAY86 TITLE MGR., CONTRACT BR.
(DATE)

17. CERTIFIED BY _____
TITLE _____
(DATE)

18. PAYMENT RECEIVED:
PAYEE -
PER -
TITLE -

CONDITIONS/INSTRUCTIONS GOVERNING USE OF THIS FORM

1. This form may be used as a disbursement voucher/billing document or collection document. Accordingly, Block 1 must always be completed, indicating which.
2. When amounts under Block 9F are stated in foreign currency, the name of the currency is to be entered in the space provided under Block 12H.
3. If the ability to certify and authority to approve are combined in one person, only one signature is necessary; otherwise the approving officer will sign in Block 16, over his official title.
4. When this document is used as a disbursement voucher and payment is to be made in cash, the voucher must be receipted, using the space provided in Block 18. When the voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs must appear. For example, "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.
5. When used as a disbursement voucher/billing document the obligation and/or reimbursable order document number to which the disbursement or billing document applies must be cited in Block 3 on the reverse side.

11010
NREAD
27 Mar 1986

From: Director, Natural Resources and Environmental Affairs
Division, Marine Corps Base, Camp Lejeune
To: Resident Officer in Charge of Construction, Jacksonville,
North Carolina Area

Subj: TIMBER SALE; REQUEST FOR

Encl: (1) Contract Specification for Timber Sale Asbestos Pit
Expansion

1. It is requested that the enclosure be processed for advertisement at the earliest possible date. This timber requires immediate removal and has an estimated value of \$12,000.00. If possible, the advertisement award and harvest operation should be completed within 60 days. If additional information is required, please contact Mr. Jon Gibbs, extension 5003.

P. E. BLACK
Acting

Writer: J. Gibbs, NREAD 5003
Typist: J. Cross 27Mar86

1971
1972
1973

The following information was received from the
Division of Environmental Sciences, North Carolina
Department of Health, Education and Welfare, Raleigh,
North Carolina, on 10/10/73.

On 10/10/73, the Division of Environmental Sciences,
North Carolina Department of Health, Education and
Welfare, Raleigh, North Carolina, advised that
the following information was received from the
Division of Environmental Sciences, North Carolina
Department of Health, Education and Welfare, Raleigh,
North Carolina, on 10/10/73.

The following information was received from the
Division of Environmental Sciences, North Carolina
Department of Health, Education and Welfare, Raleigh,
North Carolina, on 10/10/73.

10/10/73
Raleigh

10/10/73
Raleigh

NOTICE:

Bids to be opened at ~~2:00 P.M.~~

~~JAN 30 1986~~

at the
office of

Officer in Charge Of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

CONTRACT ~~NC2470-86-B-5492~~

NAVFAC SPECIFICATION

~~NO 05-86-5492~~

ASBESTOS ~~PT~~ EXPANSION

TIMBER SALE, ~~AIR STATION ACCESS ROAD AND BORROW PIT~~

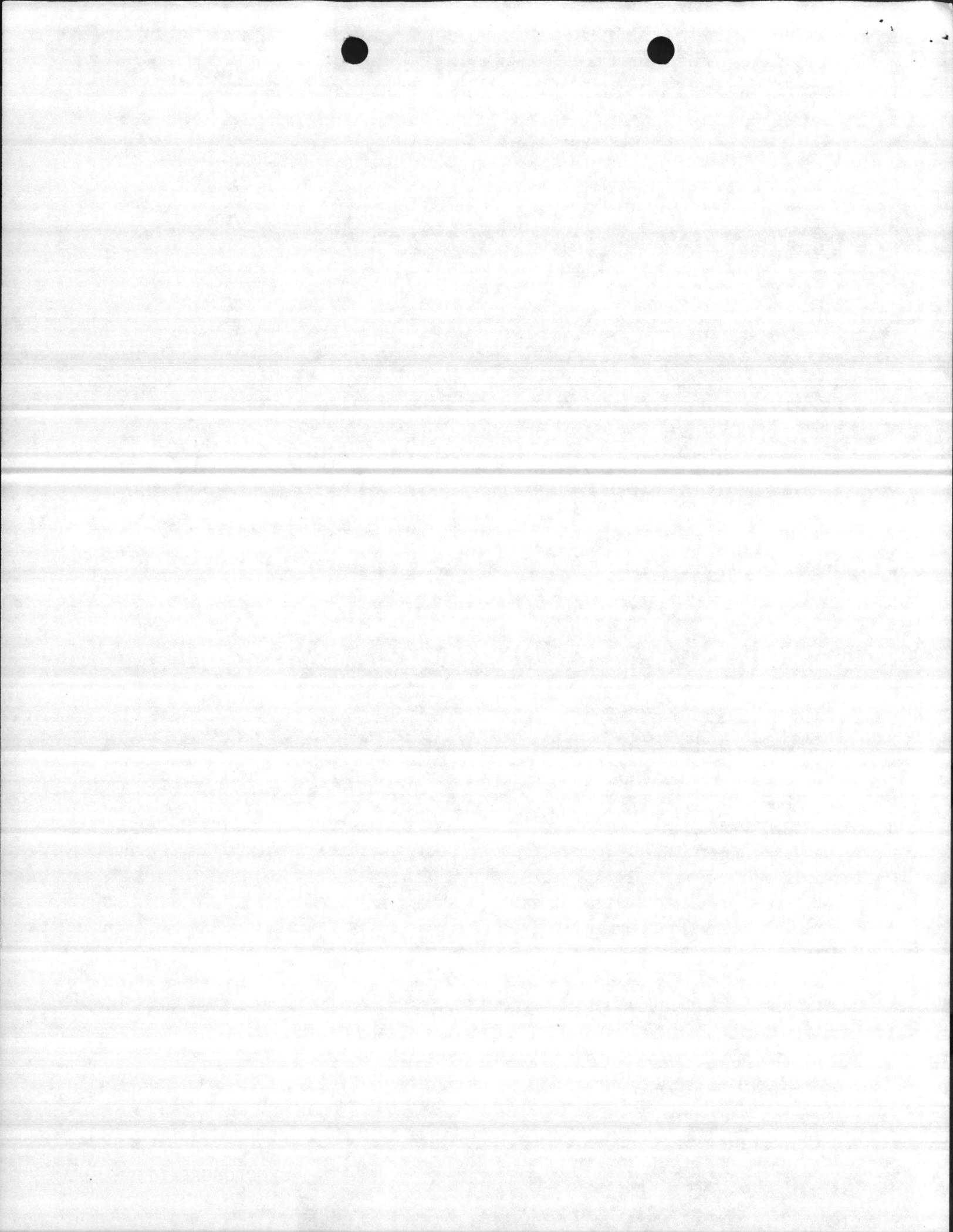
at the

Marine Corps Base Camp Lejeune
~~MARINE CORPS AIR STATION, NEW RIVER~~

JACKSONVILLE, NORTH CAROLINA

~~05-86-5492~~

ENCLOSURE (1)



ASBESTOS PIT Expansion

TIMBER SALE, ~~AIR STATION ACCESS ROAD AND BORROW PIT~~
at the

~~MARINE CORPS AIR STATION, NEW RIVER, JACKSONVILLE, NORTH CAROLINA~~
Marine Corps Base, Camp Lejeune

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning to remove timber from Government property.

2. LOCATION: The timber is located at the ~~Marine Corps Air Station, New River,~~ *Marine Corps Base, Camp Lejeune* Jacksonville, North Carolina, as shown on the attached map. The map is the property of the Government and shall not be used for any purpose other than that contemplated by the specification.

3. GENERAL REQUIREMENTS: The work includes removal of all trees marked with ~~yellow~~ *Red* paint, inside the sale area.

4. ESTIMATED VOLUMES:

<u>PINE</u>	<u>VOLUME</u>
Pine Sawtimber	98 134 MBF
Pine Pulpwood	55 43 CDS
Hardwood Pulpwood	81 CDS

5. TIME FOR COMPLETION: The entire work, including removal of all litter, shall be completed ~~45~~ *40* days after award. No time extensions will be allowed.

6. DETAILED REQUIREMENTS:

THE HARVEST ACCESS ROAD IS DESIGNATED ON THE SALE MAP

~~6.1 All access roads must be approved by the Contracting Officer in the~~

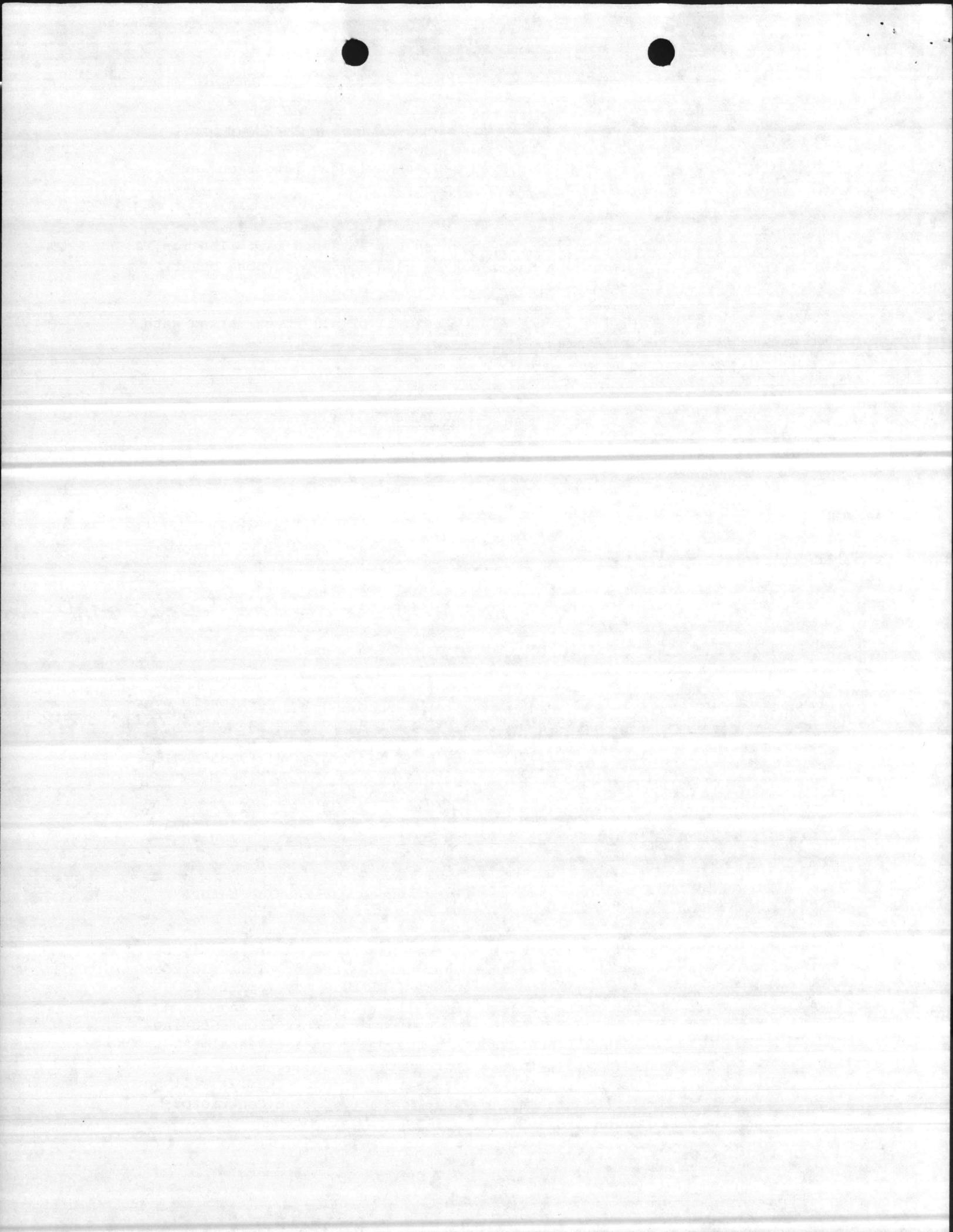
6.2 Stump height shall not exceed 18 inches from the ground, measured on the uphill side of the stump. Tree tops must be lopped so that no portion is over five feet above the ground. **Tops shall not be left outside the sale area. TREES SHALL BE TOPPED BEFORE SHIPPING TO THE DECK AREA.**

6.3 ~~Marine Corps Air Station, New River~~ security rules and regulations shall be followed. All fires shall be properly secured in accordance with Base Order 11320.1F.

6.4 ~~The~~ **THE** Logging deck ~~will be approved in advance of the logging~~ **Will be located as shown on the sale map.**

6.5 Purchaser shall give the Contracting Officer three days notice before moving on or off the Base.

7. CONTROL OF HAZARDOUS MATERIALS AND WASTE: No hazardous substance may be discharged onto the ground or into streams and surface waters. This includes all petroleum products, waste oil and lubricants (POL's). Any repair or maintenance which could result in leakage or spillage of POL's or any hazardous substance, must be done in a manner as to prevent it from entering any ditches, streams, or natural drainage. In the event of accidental spillage, the Contractor will be required to report such spillage in accordance with BO 11090.1B. Used POL's and other hazardous material will be containerized and removed from the Base by the Contractor. The Contractor shall bear the cost for cleanup of all the spillage.



8. UNAUTHORIZED REMOVAL OF, OR DAMAGE TO, STANDING TIMBER: Undesignated timber meeting utilization standards and unnecessarily damaged or negligently or willfully cut by Purchaser shall be paid for at bid prices and required deposits which are in addition to liquidated damages. If such timber is of a species or quality different from designated timber, the rates will be considered to be the current average monthly price quoted by TIMBER MART SOUTH, a monthly publication which gives the average stumpage price for the Coastal Plain of North Carolina.

8.1 Liquidated Damages: Unnecessary damage to or negligent or willful cutting of undesignated timber on portions of sale area cut over under this contract is likely to cause substantial silvicultural or other damage to the forest resource. It will be difficult, if not impossible, to determine the amount of such damage; therefore, Purchaser shall pay as fixed, agreed and liquidated damages an amount equivalent to, and in addition to, the amount payable at bid prices for such timber. If designated, Purchaser shall remove such damaged or cut timber.

8.2 Protection of Undesignated Timber: Undesignated timber, meeting utilization standards, shall be protected from damage or destruction in Purchaser's operations. In the event undesignated trees are unnecessarily or negligently damaged or destroyed by Purchaser's operations, such damage will cause serious and substantial silvicultural or other damages; therefore, the Purchaser shall pay as fixed, agreed and liquidated damages:

\$35.00 for each sawtimber tree

\$15.00 for each small roundwood tree

\$100.00 for each red-cockaded woodpecker tree

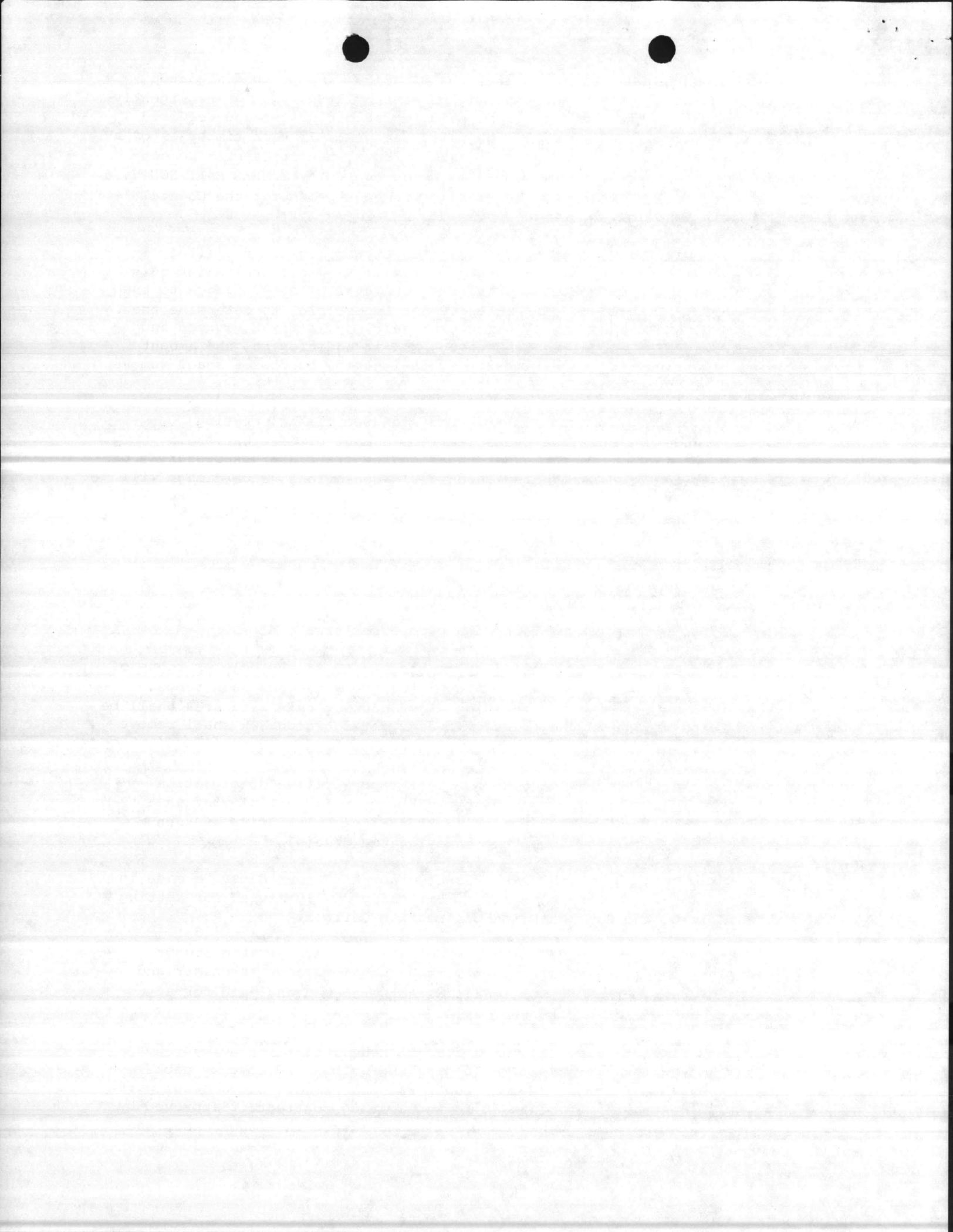
Damage, as used herein, includes injury to the living crown, bole or roots of undesignated trees. If areas are marked on the ground around such trees, operation of heavy equipment or skidding of products within said area shall be considered to be damage to the trees. If designated, Purchaser shall remove such damaged or cut timber.

By agreement, and in accordance with the paragraph entitled "Designation Changes", individual trees designated for cutting in the vicinity of an undesignated tree(s) may be left standing if felling or skidding of such designated tree(s) would endanger the undesignated tree(s).

8.3 Designation Changes: Within sale area, minor adjustments may be made in boundaries of cutting units or in the timber individually marked for cutting when acceptable to the Purchaser and Contracting Officer.

8.4 Undesignated Timber Damaged Without Negligence: Undesignated timber meeting utilization standards, damaged without negligence by Purchaser and designated by Contracting Officer, shall be cut, removed and paid for at current contract rates and required deposits.

9. ADDITIONAL TIMBER: The designatin of additional trees may be made for access roads or trails to facilitate logging operations and logging decks. Merchantable trees which must be removed by the Government, but are not part of an existing contract, may be added to an existing contract if approved by the Purchaser and approved by the Contracting Officer. In either case, the



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Automobile Liability	\$300,000	\$1,000,000	\$100,000
Workmen's Compensation (Other as required by state law)	AS REQUIRED BY STATE LAW		

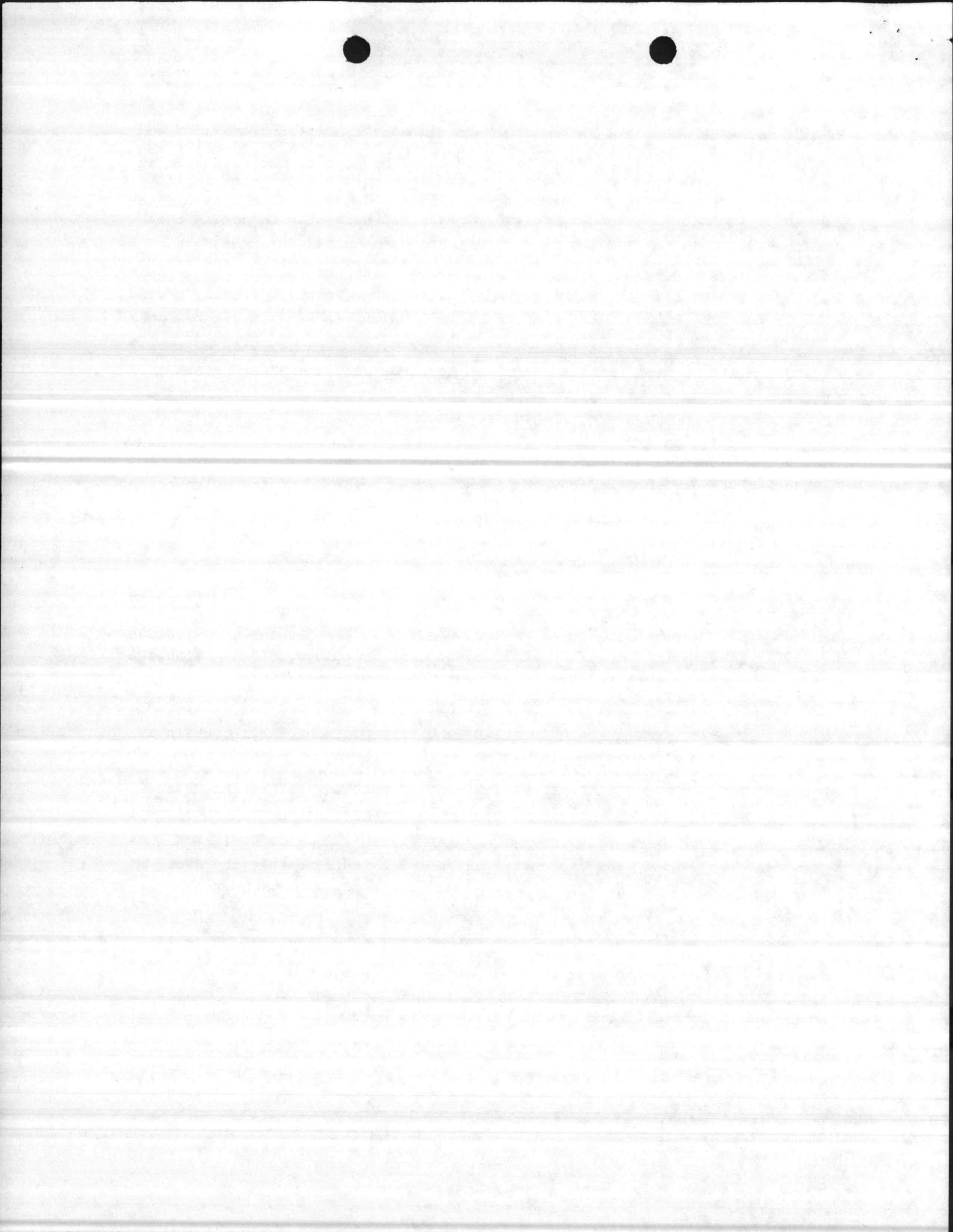
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'The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy.'

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(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.

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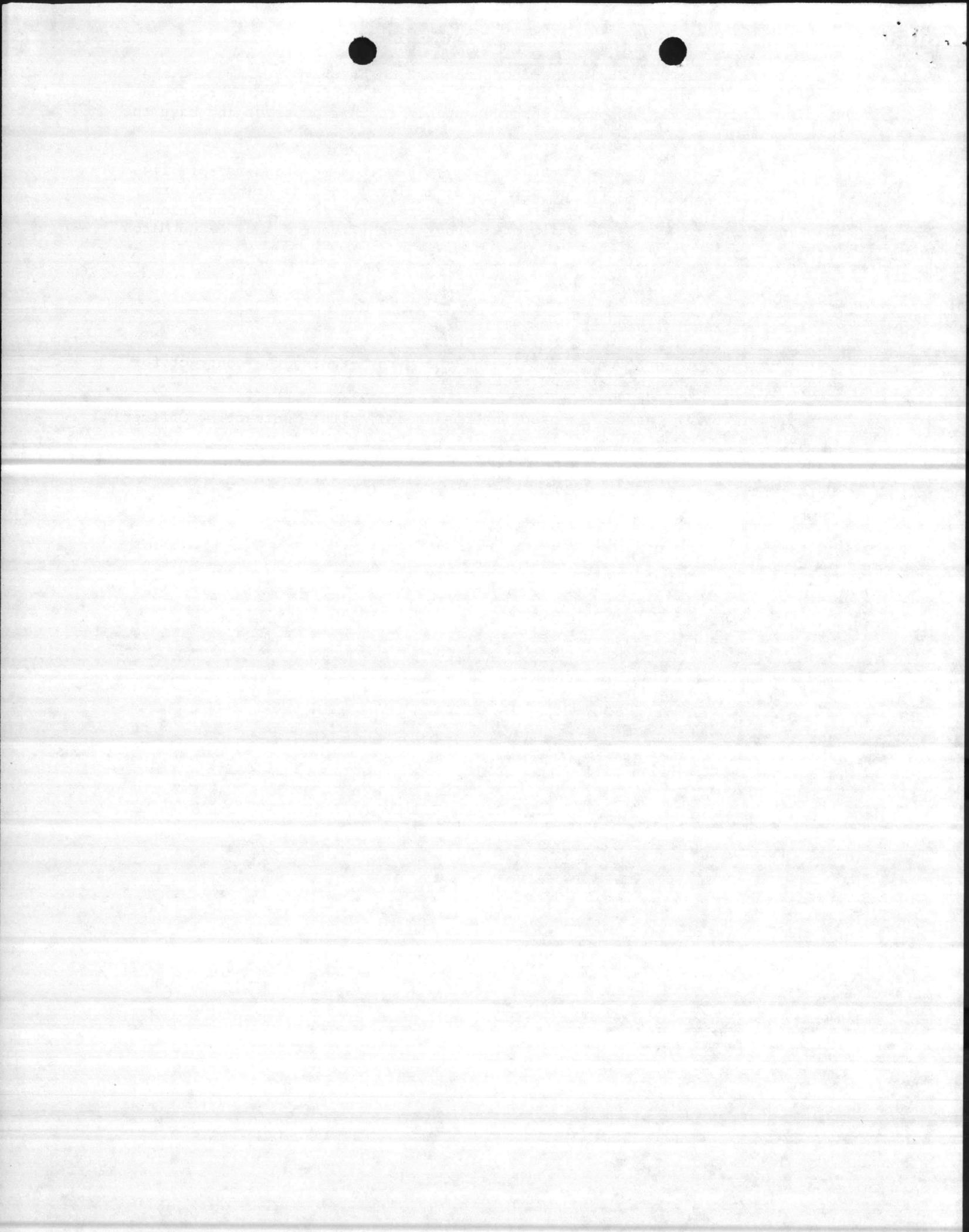
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Add the following Clause 25. DEFINITIONS:

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

"(e) 'Officer in Charge' is used interchangeably with 'Contracting Officer' and has the same meaning."

Clause 36. ALTERATIONS: After "DISPUTES" change "(1979 MAR)" to read "(1980 JUNE)".



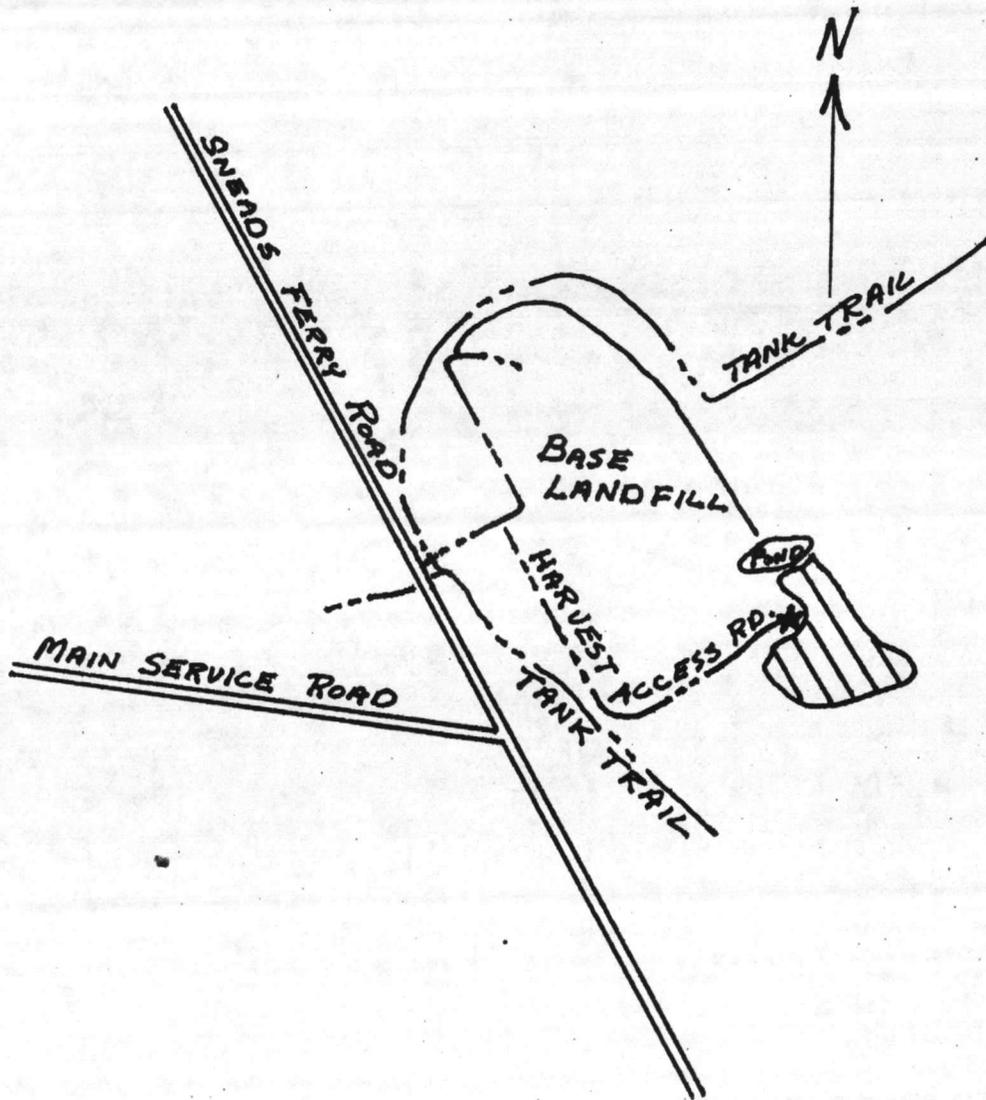
TIMBER HARVEST - ASBESTOS PIT

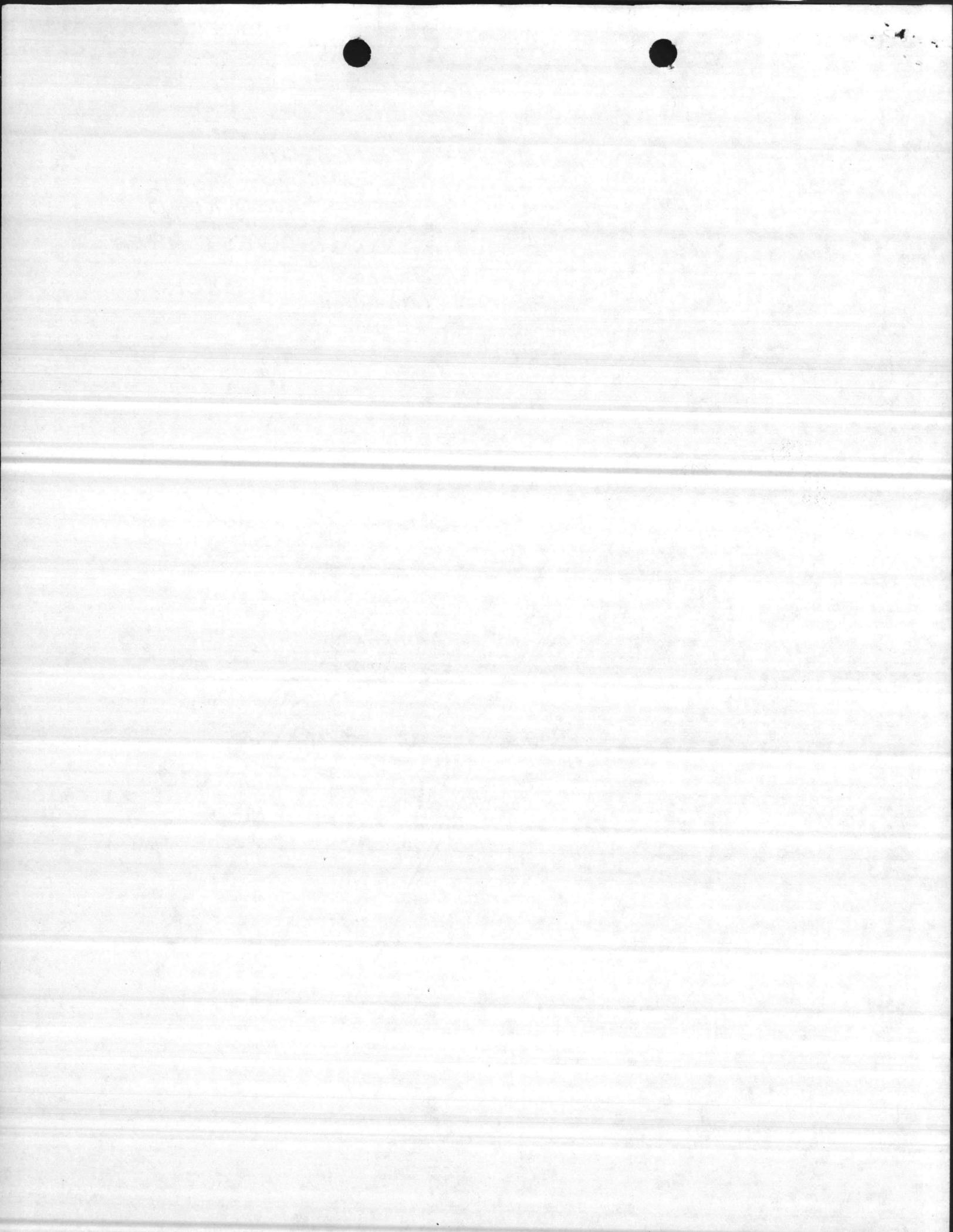
EXPANSION

--- DIRT ROAD
== PAVED ROAD

▨ HARVEST AREA

SCALE
1 IN. = 20 CH. * DECK





AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES _____

2. AMENDMENT/MODIFICATION NO. NO. 1	3. EFFECTIVE DATE 29 APR 86	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) SPEC. 05-86-5529
6. ISSUED BY Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542		7. ADMINISTERED BY (If other than Item 6) CODE _____	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CODE _____ FACILITY CODE _____	<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. N62470-86-B-5529
	9B. DATED (SEE ITEM 11) NOT YET ISSUED
	10A. MODIFICATION OF CONTRACT/ORDER NO.
	10B. DATED (SEE ITEM 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input checked="" type="checkbox"/> A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/> D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

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

TIMBER SALE, ASBESTOS PIT EXPANSION
at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

10. MANDATORY INSURANCE COVERAGE:

Delete this paragraph in its entirety and insert the following in its place:

(continued)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) T. L. HUGUELET, CDR, CEC, USN for COMNAVFACENGCOM		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 29 APR 86

"10x. MANDATORY INSURANCE COVERAGE:

(a) The Contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance coverage.

<u>Type of Insurance</u>	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability		\$500,000	
2. Automobile Liability	\$200,000	\$500,000	\$ 20,000

3. Workmen's Compensation: As required by Federal and State workers' compensation and occupational disease statutes.

4. Employer's liability coverage: \$100,000, except in states where workers' compensation may not be written by private carriers.

5. Other as required by state law.

(b) Prior to commencement of work, the Contractor shall furnish to the Contracting Officer a certificate or written statement of the above required insurance. The policies evidencing required insurance shall contain an endorsement to the effect that cancellation or any material change in the policies adversely affecting the interests of the Government in such insurance shall not be effective for such period as may be prescribed by the laws of the State in which this contract is to be performed and in no event less than thirty (30) days after written notice thereof to the Contracting Officer.

(c) 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."

NOTICE:

Bids to be opened at 2:00 P.M.

13 MAY 1986 at the
office of
Officer in Charge Of Construction
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

CONTRACT N62470-86-B-5529

NAVFAC SPECIFICATION
NO. 05-86-5529

TIMBER SALE, ASBESTOS PIT EXPANSION

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

05-86-5529

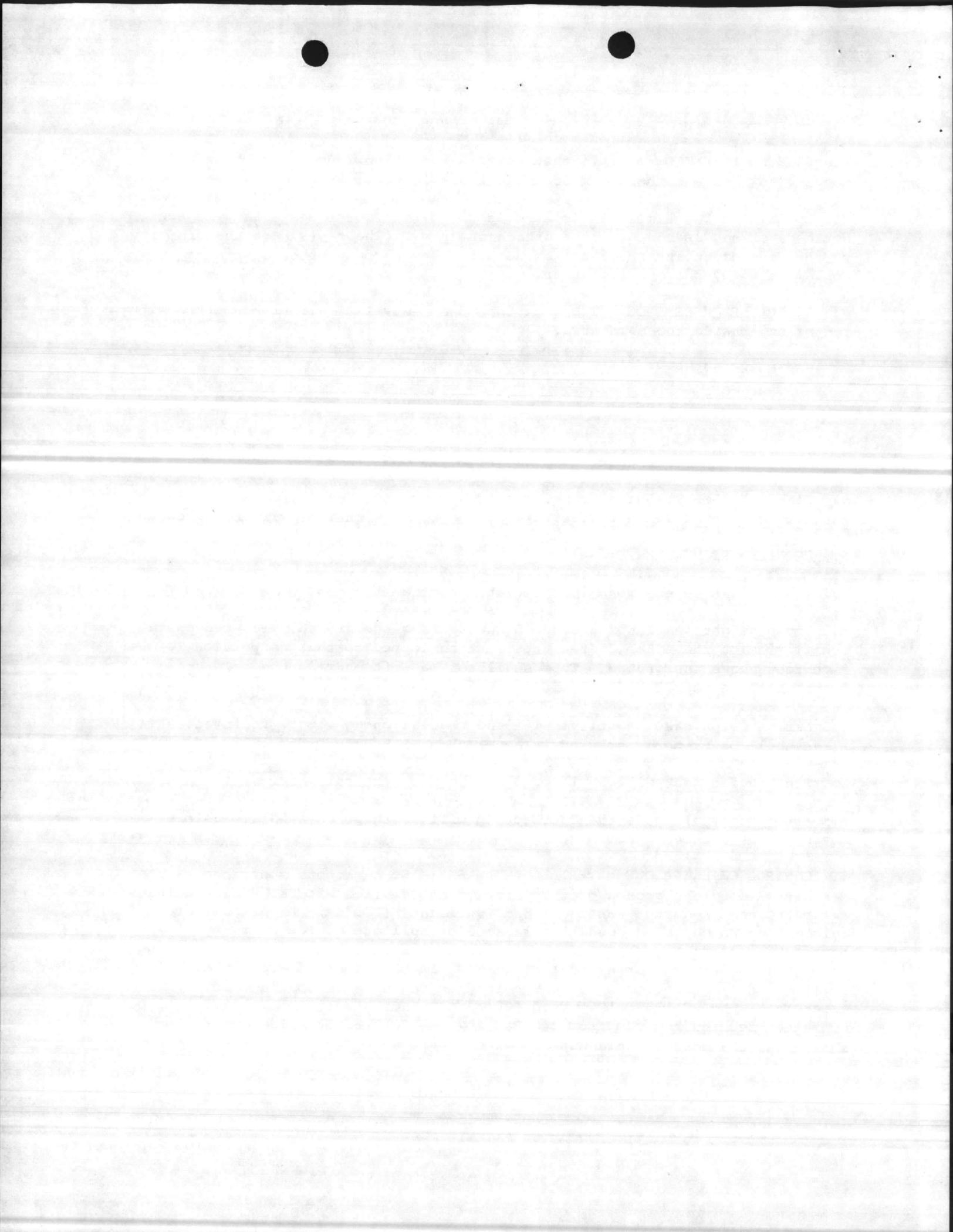
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TIMBER SALE, ASBESTOS PIT EXPANSION
at the
MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning to remove timber from Government property.
2. LOCATION: The timber is located at the Marine Corps Base, Camp Lejeune, North Carolina, as shown on the attached map(s). The map(s) are the property of the Government and shall not be used for any purpose other than that contemplated by the specification.
3. GENERAL REQUIREMENTS: The work includes removal of all trees marked with red paint, inside the sale area.
4. ESTIMATED VOLUMES:

<u>PINE</u>	<u>VOLUME</u>
Sawtimber	98 MBF
Pulpwood	55 CDS

5. TIME FOR COMPLETION: The entire work, including removal of all litter, shall be completed 45 days after award. No time extensions will be allowed.
6. DETAILED REQUIREMENTS:
 - 6.1 The harvest access road is designated on the sale map.
 - 6.2 Stump height shall not exceed 18 inches from the ground, measured on the uphill side of the stump. Tree tops must be lopped so that no portion is over five feet above the ground. Tops shall not be left outside the sale area. Trees shall be topped before skidding to the deck area.
 - 6.3 Marine Corps Base security rules and regulations shall be followed. All fires shall be properly secured in accordance with Base Order 11320.1F.
 - 6.4 The Logging deck will be located as shown on the sale map.
 - 6.5 Purchaser shall give the Contracting Officer three days notice before moving on or off the Base.
7. CONTROL OF HAZARDOUS MATERIALS AND WASTE: No hazardous substance may be discharged onto the ground or into streams and surface waters. This includes all petroleum products, waste oil and lubricants (POL's). Any repair or maintenance which could result in leakage or spillage of POL's or any hazardous substance, must be done in a manner as to prevent it from entering any ditches, streams, or natural drainage. In the event of accidental spillage, the Contractor will be required to report such spillage in accordance with BO 11090.1B. Used POL's and other hazardous material will be containerized and removed from the Base by the Contractor. The Contractor shall bear the cost for cleanup of all the spillage.



8. UNAUTHORIZED REMOVAL OF, OR DAMAGE TO, STANDING TIMBER: Undesignated timber meeting utilization standards and unnecessarily damaged or negligently or willfully cut by Purchaser shall be paid for at bid prices and required deposits which are in addition to liquidated damages. If such timber is of a species or quality different from designated timber, the rates will be considered to be the current average monthly price quoted by TIMBER MART SOUTH, a monthly publication which gives the average stumpage price for the Coastal Plain of North Carolina.

8.1 Liquidated Damages: Unnecessary damage to or negligent or willful cutting of undesignated timber on portions of sale area cut over under this contract is likely to cause substantial silvicultural or other damage to the forest resource. It will be difficult, if not impossible, to determine the amount of such damage; therefore, Purchaser shall pay as fixed, agreed and liquidated damages an amount equivalent to, and in addition to, the amount payable at bid prices for such timber. If designated, Purchaser shall remove such damaged or cut timber.

8.2 Protection of Undesignated Timber: Undesignated timber, meeting utilization standards, shall be protected from damage or destruction in Purchaser's operations. In the event undesignated trees are unnecessarily or negligently damaged or destroyed by Purchaser's operations, such damage will cause serious and substantial silvicultural or other damages; therefore, the Purchaser shall pay as fixed, agreed and liquidated damages:

\$35.00 for each sawtimber tree

\$15.00 for each small roundwood tree

\$100.00 for each red-cockaded woodpecker tree

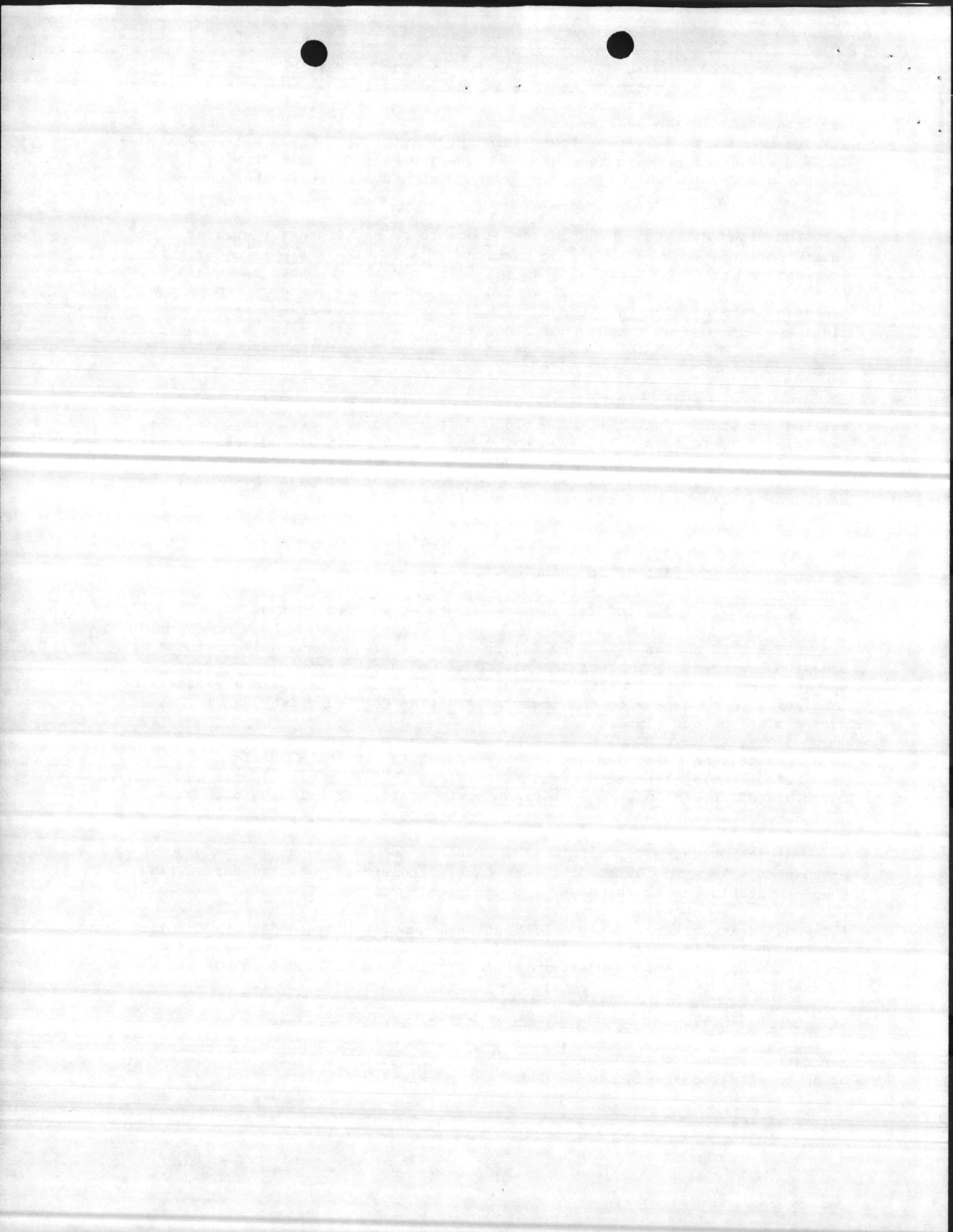
Damage, as used herein, includes injury to the living crown, bole or roots of undesignated trees. If areas are marked on the ground around such trees, operation of heavy equipment or skidding of products within said area shall be considered to be damage to the trees. If designated, Purchaser shall remove such damaged or cut timber.

By agreement, and in accordance with the paragraph entitled "Designation Changes", individual trees designated for cutting in the vicinity of an undesignated tree(s) may be left standing if felling or skidding of such designated tree(s) would endanger the undesignated tree(s).

8.3 Designation Changes: Within sale area, minor adjustments may be made in boundaries of cutting units or in the timber individually marked for cutting when acceptable to the Purchaser and Contracting Officer.

8.4 Undesignated Timber Damaged Without Negligence: Undesignated timber meeting utilization standards, damaged without negligence by Purchaser and designated by Contracting Officer, shall be cut, removed and paid for at current contract rates and required deposits.

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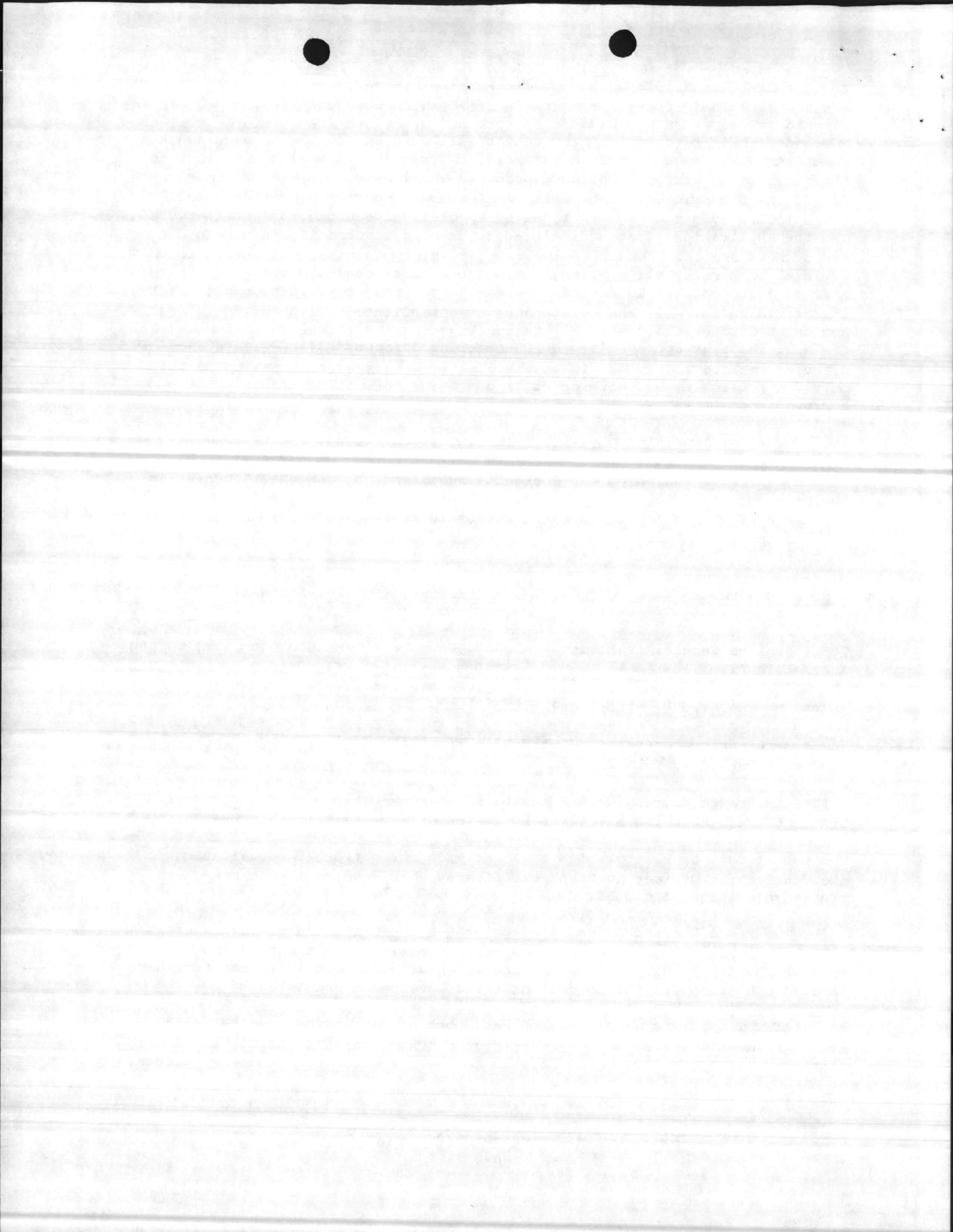
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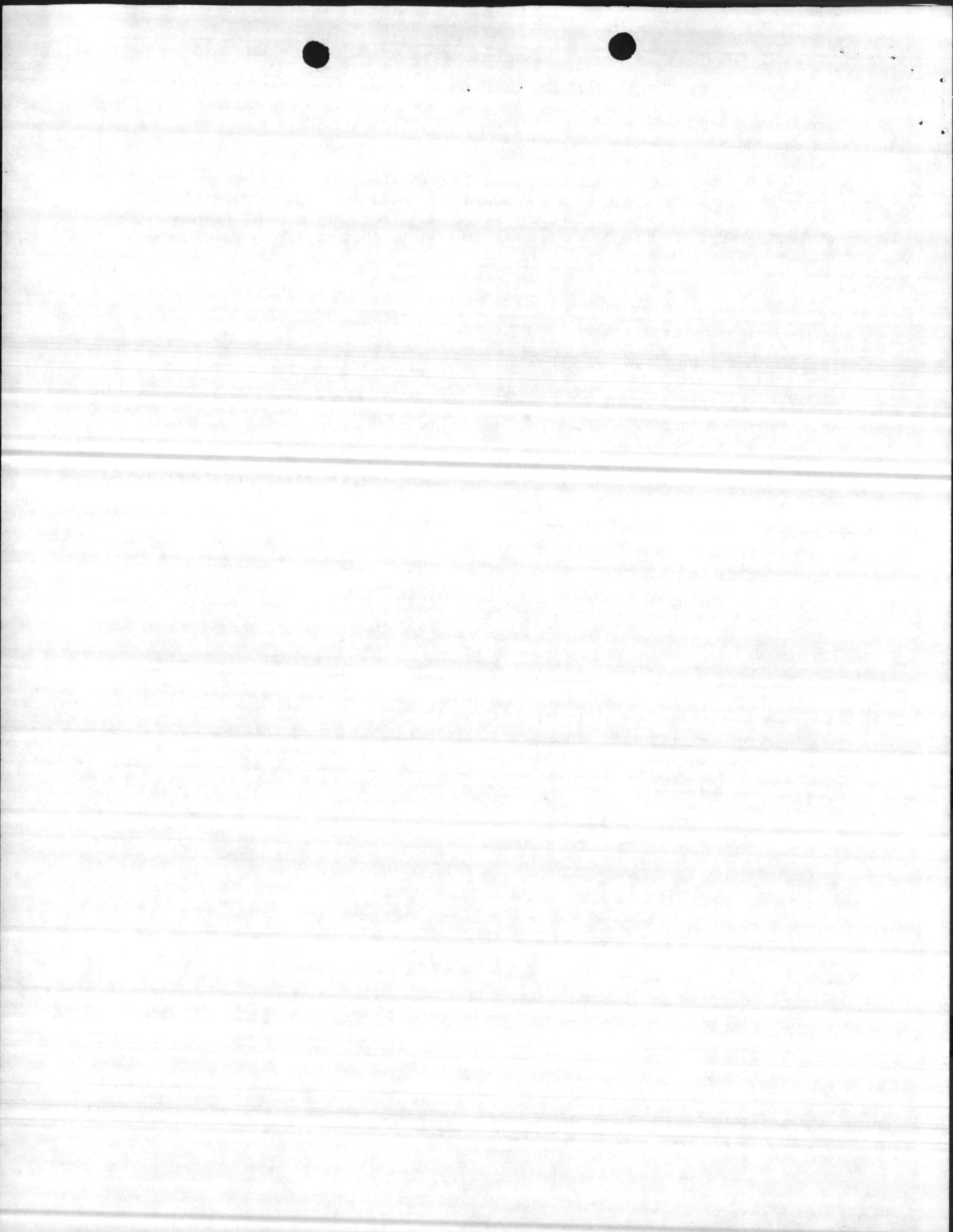
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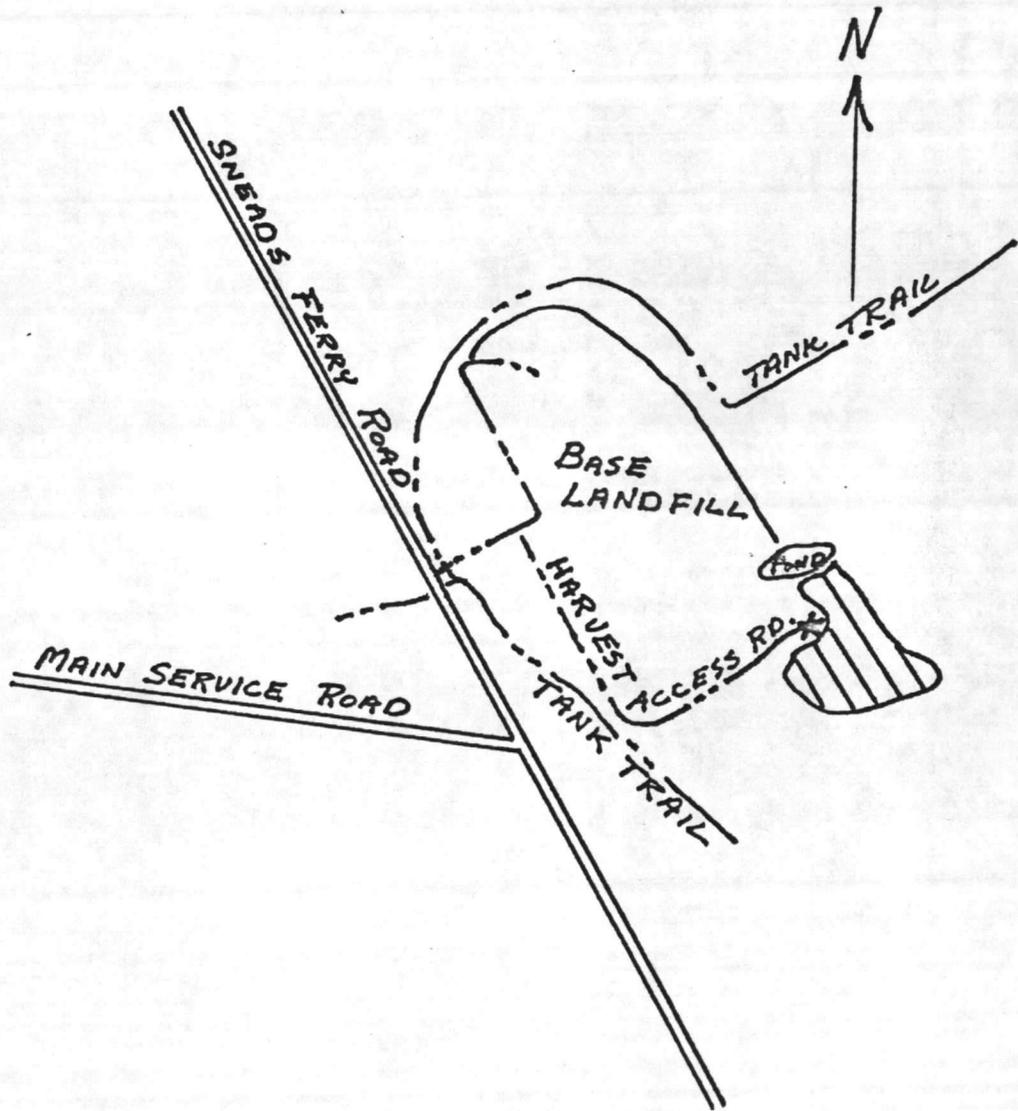


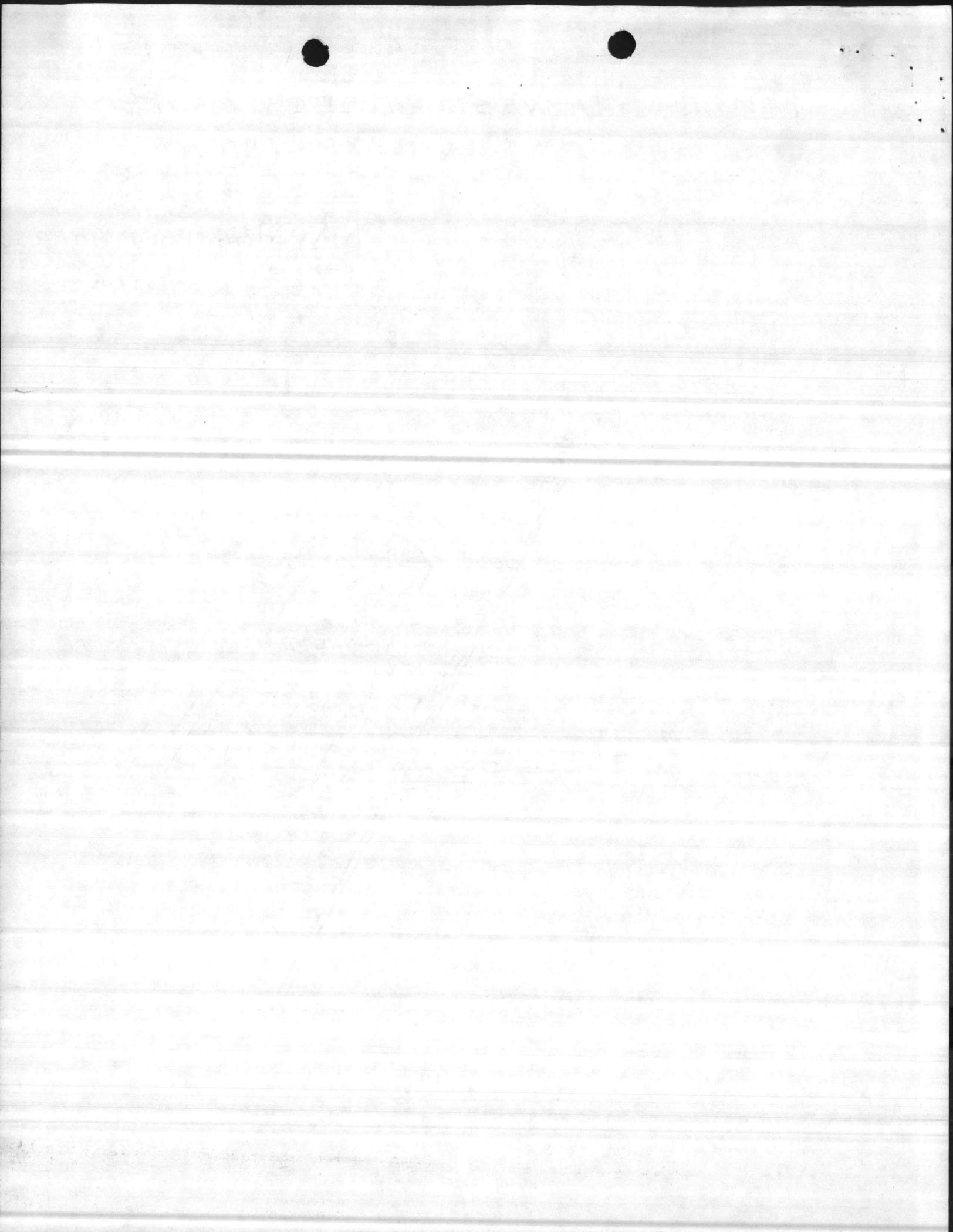
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Squires

127.50 - 12,495 ⁰⁰

12.4909 687 ⁰⁰

\$13,182

Hinson

110 ⁰⁰ - 10,780. ⁰⁰

10 ⁰⁰ 550. ⁰⁰

\$11330 ⁰⁰

Slash Industries

88 ⁰⁰ 8,624 ⁰⁰

9 ⁰⁰ 495 ⁰⁰

\$9,119 ⁰⁰

98 MBF

55 CDs

Govt.

80 ⁰⁰ 7840 ⁰⁰

8 ⁰⁰ 440 ⁰⁰

\$8280 ⁰⁰

