

11010
NREAD
20 Aug 1985

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: SALVAGE OF STANDING AND DOWNED TIMBER

Ref: (a) Mtg btwn Commander Johannesmeyer, ROICC and J. Gibbs,
NREAD on 15 Aug 1985

Encl: (1) Proposed Salvage Contract

1. The enclosure is forwarded for review and assessment by NAVFAC as recommended in the reference. A contract of this type is desirable to expedite timber harvesting operations in areas where advertisement as an individual sale is impractical. Timber harvest or salvage to be offered for sale under this contract would either be too small to warrant a separate sale, or requiring such rapid removal that the normal procedure is too time consuming to accomplish the goal.

2. Upon completion of review and comment, please return to NREAD for processing the initial salvage areas.

J. I. WOOTEN

Writer: J. Gibbs, NREAD 5003
Typist: J. Cross 20Aug85

SALVAGE SALE OF STANDING AND DOWNED TIMBER

SECTION 01011
GENERAL PARAGRAPHS

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning of this contract to remove salvageable trees damaged or requiring rapid removal to eliminate waste and expedite base mission at Marine Corps Base, Camp Lejeune, North Carolina.
2. GENERAL DESCRIPTION: Locations of known salvageable timber are marked on the accompanying plate. Additional locations of salvageable standing or downed timber are likely during the duration of the contract. The government will add additional quantities, within the scope of the contract as necessary. There will be at least 10 merchantable trees marked for removal at each location. Purchaser shall remove from the base all marked merchantable timber at each site, and lop unmerchantable tops in accordance with Section 02000, paragraph 6 of this specification.
3. LOCATION: The work shall be located on Camp Lejeune property, shown on the accompanying plate. The timber to be salvaged or harvested is marked with paint at various locations within the base boundaries.
4. FORM OF THE 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 C, General Sale Terms and Conditions; and Supplement of Standard Form 114-C, Additional Provisions (Timber Sales) dated March 1979.
5. TIME OF COMPLETION: The entire work shall be completed prior to 30 September 1986.
6. PLATE ACCOMPANYING SPECIFICATION: The following plate accompanies this specification and is a part thereof. The plate is the property of the Government and shall not be used for any purpose other than that contemplated by the specification.

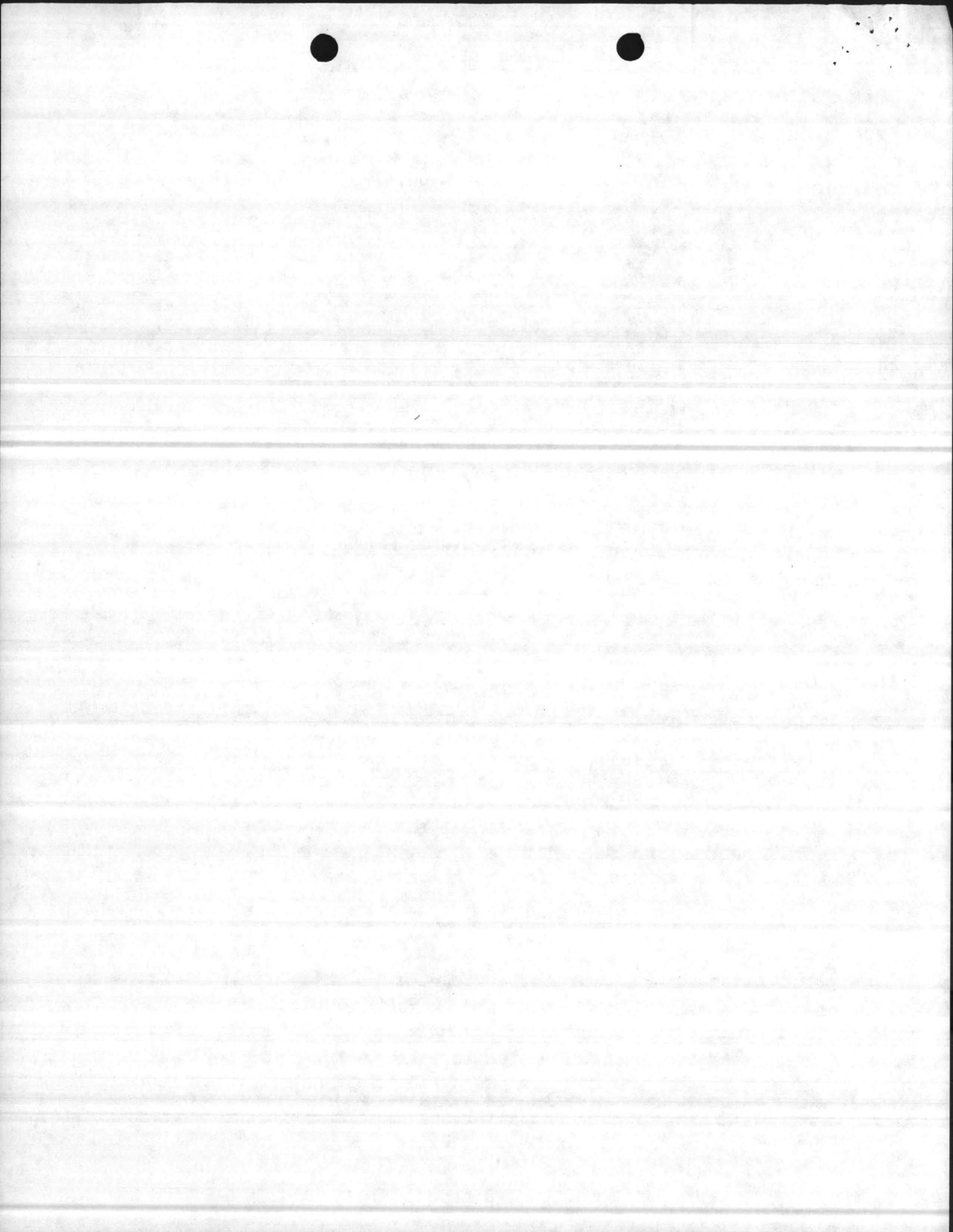
PLATE NUMBER

I

CAMP LEJEUNE

7. SAFETY PROGRAM: The purchaser shall implement a safety program conforming to the requirements of Federal, State and local laws, rules and regulations. The program shall include, but is not limited to, Occupational Safety and Health Standards which can be ordered from the Superintendent of Documents, U. S. Government Printing Office, Washington, D. C. 20402 or be examined at the office where bids are being received.
8. METHODS AND SCHEDULES OF PROCEDURES: Purchaser will be required to begin on-site salvage operations within seven days of notice of award, and will begin subsequent salvage or harvest within 10 calendar days after notice of additional sites. Purchaser shall obtain sufficient personnel and equipment to satisfy the aforementioned

ENCLOSURE (1)



start up requirement and continue salvage or harvest operations to comply with the following deadlines. Completion schedules of harvesting or salvage operations at designated sites will depend on quantities to be removed as follows:

<u>Quantity of Merchantable Timber marked at site *See note</u>	<u>Number of days to complete work at site .</u>
1-10 cords	14 days
11-20 cords	21 days
21-50 cords	30 days
50+ cords	60 days

*for timetable schedule purposes only; one MBF is equivalent to two cords.

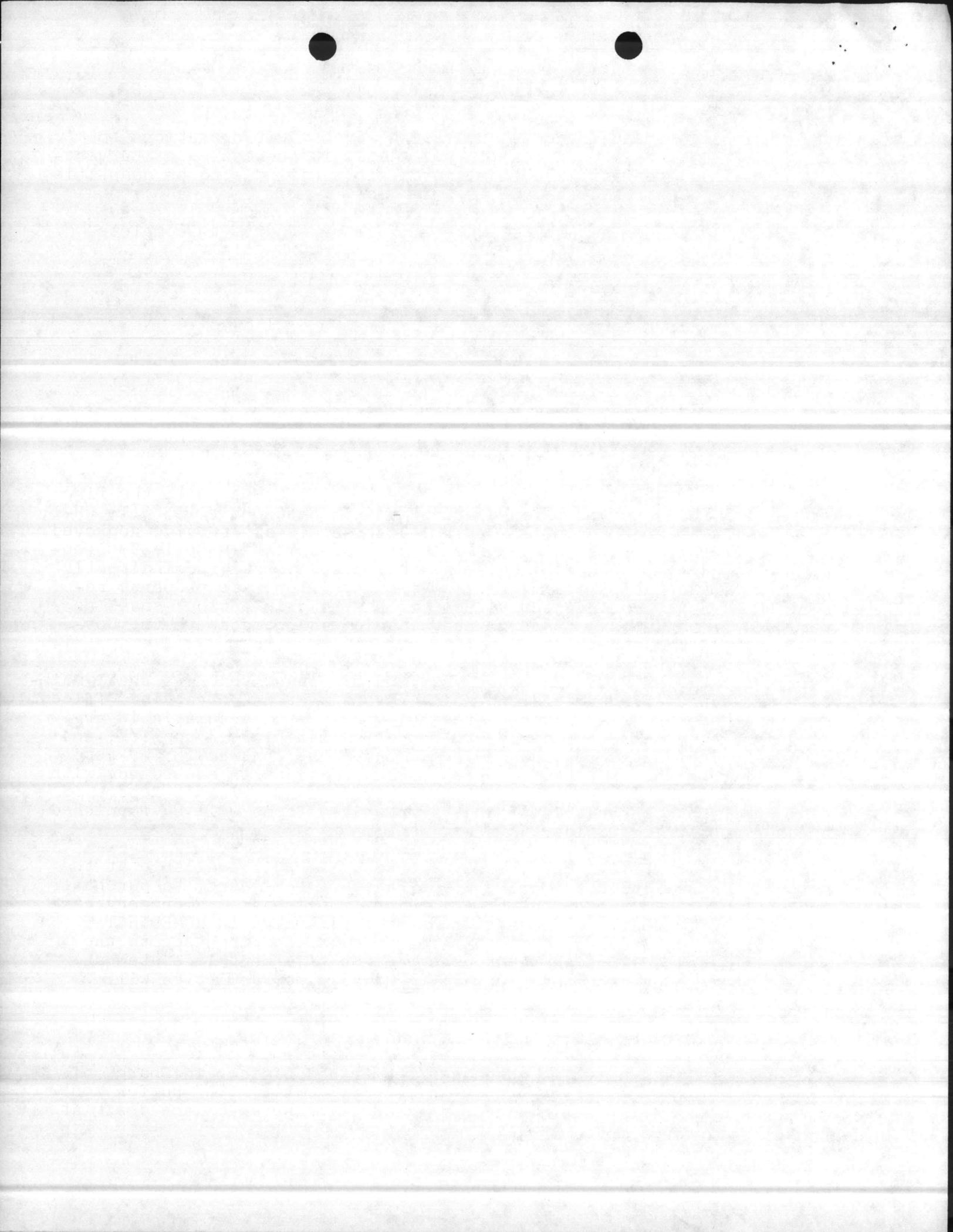
9. PROTECTION AND REPAIRS: The purchaser shall comply with the fire prevention requirements which can be found in Base Order 11320.1, CH-1, Security Rules and Regulations of the Base, and shall provide approved means necessary for the protection of all Government and private property, including contents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

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

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

12. ENDANGERED SPECIES:

12.1 Off Limits Area: The purchaser/logger and Officer in Charge of Construction (OICC) representative will post "OFF LIMITS" buffer zone/colony site(s) prior to logging operations. These areas are designated on the sales area map.



12.2 Violation of "OFF LIMITS" area(s) may result in termination of the contract and bar the purchaser/logger from operating on Base in the future and/or be subject to prosecution under Section 9, Public Law 93205, the Endangered Species Act of 1973.

13. ENVIRONMENTAL LITIGATION:

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

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

14. REQUIRED INSURANCE (1977 JAN):

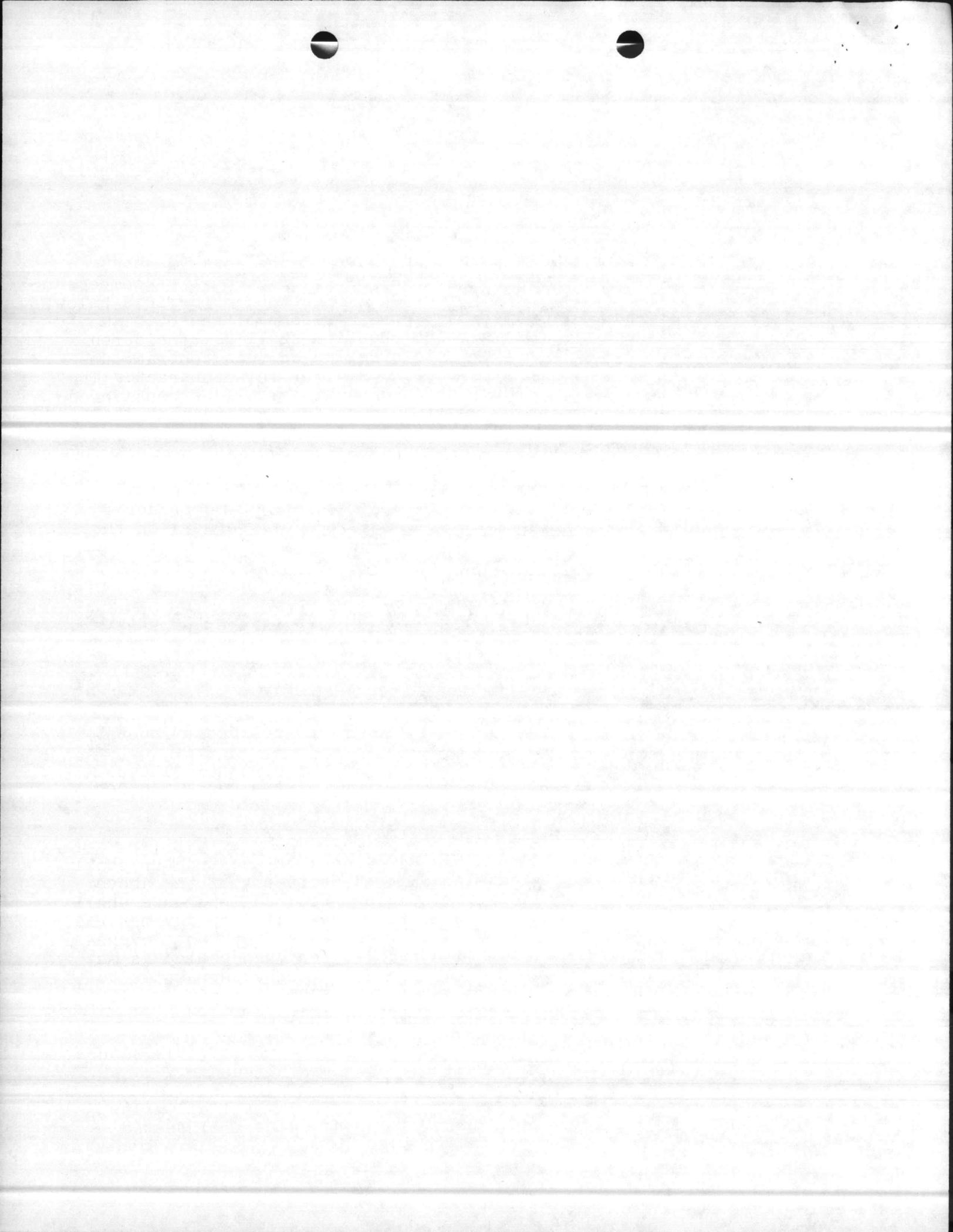
a. The contractor shall procure and maintain during the entire period of performance under this contract, the following minimum insurance:

<u>Type of Insurance</u>	<u>C O V E R A G E</u>		
	<u>Per Person</u>	<u>Per Accident</u>	<u>Property</u>
1. Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
2. Automobile Liability	300,000	1,000,000	100,000
3. Workmen's Compensation	As required		
4. Other as required by State Law			

b. Prior to commencement of work hereunder, the contractor shall furnish to the OICC 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 interest 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 contractor agrees to insert the substance of this clause, including this paragraph (c), in all subcontracts hereunder.

15. QUARANTINE FOR IMPORTED FIRE ANT (CLNC 2/ 82): All of Onslow, Jones and Carteret Counties have been declared a general infested



area by the United States Department of Agriculture for the imported fire ant. Compliance with the quarantine regulations established by this authority as set forth in USDA Quarantine No. 81 dated 9 October 1970 and USDA Publication 301.81-2A of 23 July 1976, is required for operations hereunder.

15.1 The quarantine applies to materials originating from Camp Lejeune and the Marine Corps Air Station, New River, which are to be transported outside the Onslow County or adjacent suppression areas.

15.2. Certification is required for the following articles, and they shall not be moved from the reservation to any point outside the Onslow County and adjacent designated areas unless accompanied by a valid inspection certificate issued by an officer of the Plant Protection and Quarantine Program, USDA:

(1) Bulk soil

(2) Used mechanized soil-moving equipment

(3) Any other products, articles, or means of conveyance, if it is determined by an inspector that they present a hazard of spread of the imported fire ant and the person in possession thereof has been so notified.

15.3. Authorization for movement of equipment outside the imported fire ant regulated area shall be obtained from USDA, APHIS, PPQ, Rural Route 6, Box 53, Wilmington, North Carolina 28504; telephone 919-343-4667. Requests for inspection shall be made at least two days in advance of the date of movement to permit arrangements for the services of authorized inspectors. The equipment shall be prepared and assembled so that it may be readily inspected. All soil on or attached to equipment, supplies and materials shall be removed by washing with water and/or such other means as necessary to accomplish complete removal. Resulting spoil shall be wasted as directed.

16. CHANGES TO STANDARD FORM 114-C:

ADD the following to Clause 25 - DEFINITIONS:

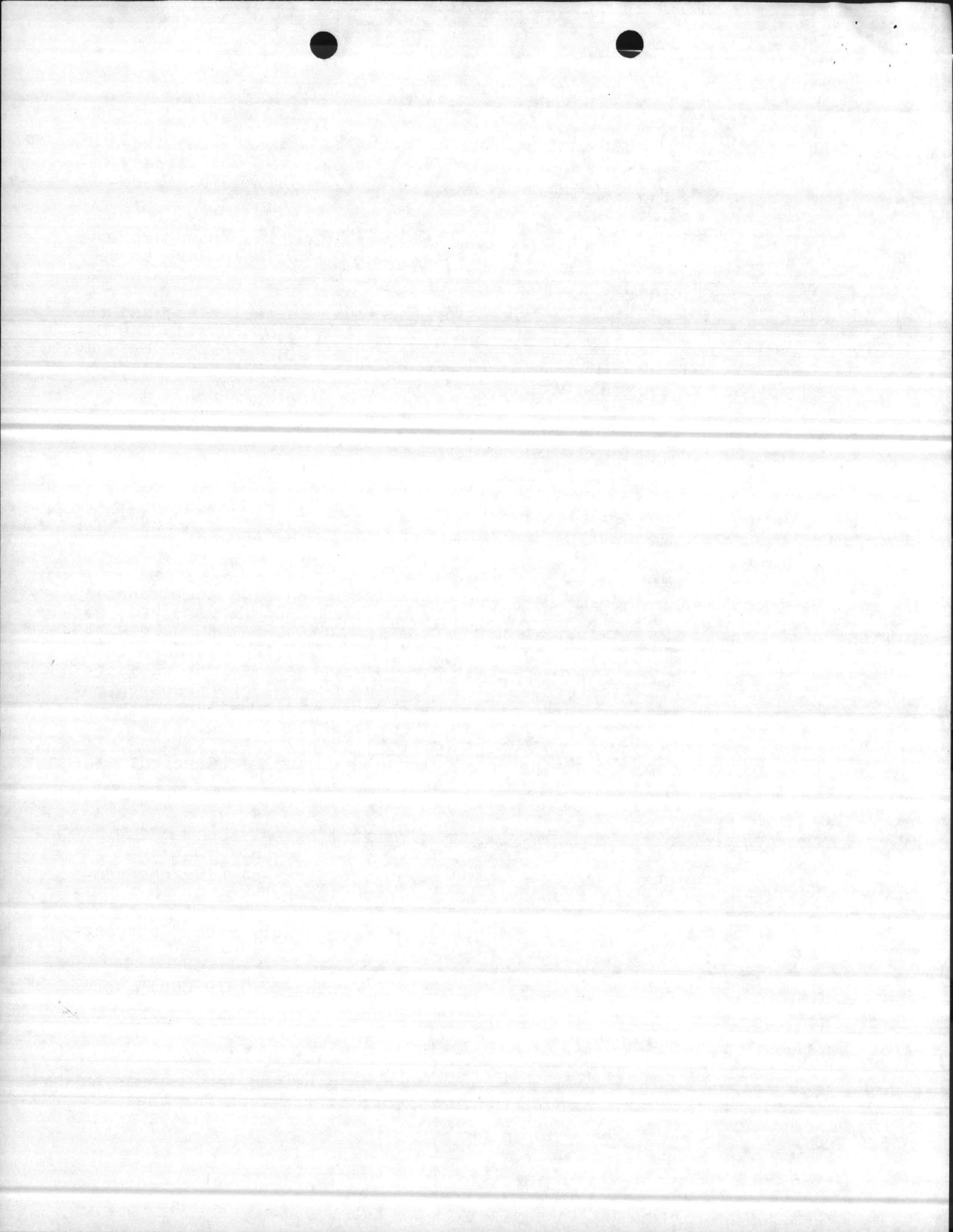
"(d) "Purchaser or Contractor" means the party signing the contract for purchase of the Government-owned timber."

"(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).

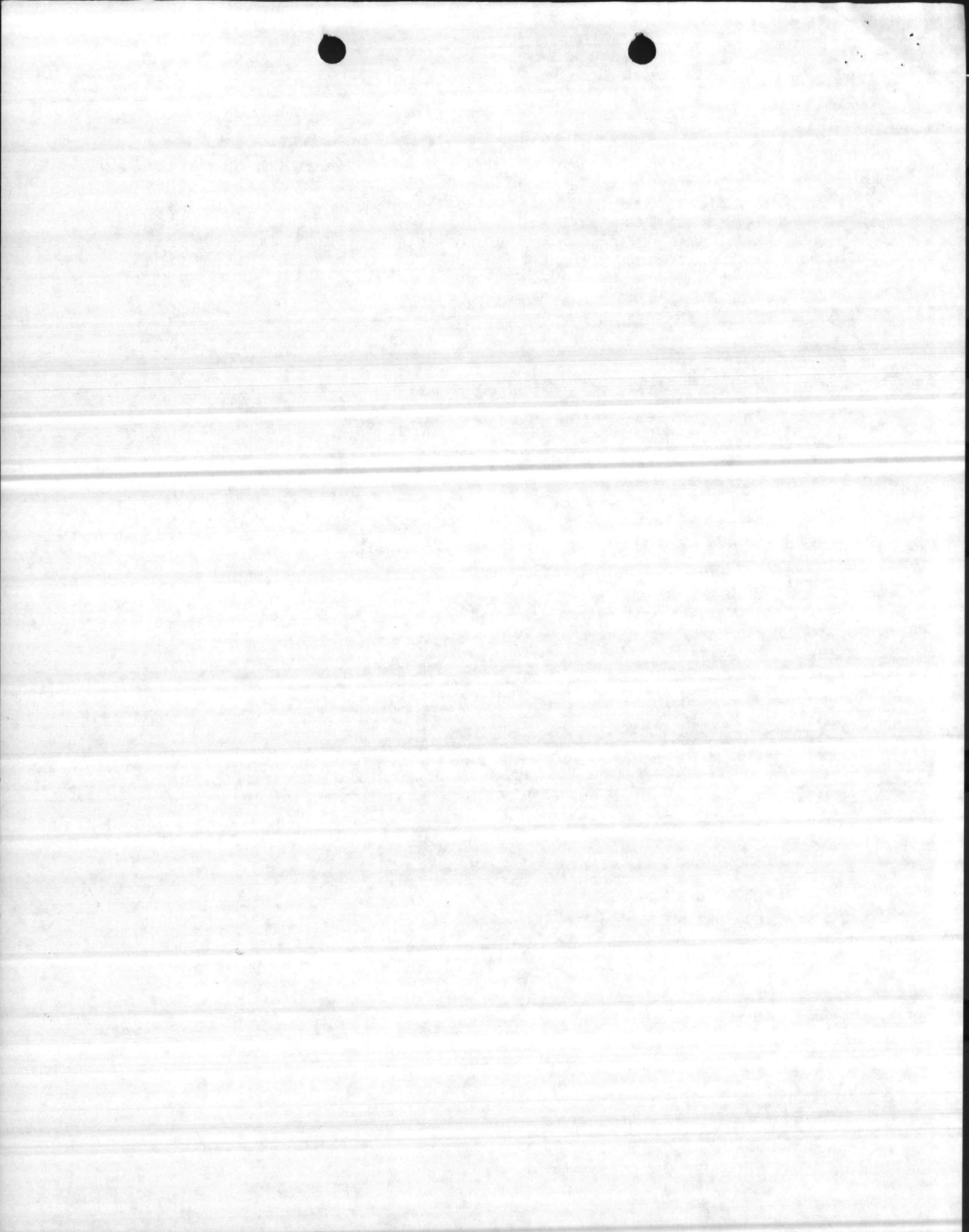
Clause 6: PAYMENT - Add the following:

"Initially, MBF pine, cords pine and cords hardwood are marked for removal. Payment must be received for these



quantities at the bid rate prior to onset of harvest operations. As additional trees are marked and added to the contract, the purchaser shall make payment for additional increments of pine or hardwood products as required. Additional products will be added in increments of 50 MBF or 50 cords at the appropriate bid rate with pro rata refund made for calculated shortfall in the final unharvested increments."

END OF SECTION



SECTION 01013
BIDS

1. INSTRUCTIONS TO BIDDERS: Standard Form 114, January 1970 edition, Bid and Award shall be observed in the preparation of bids. Bidders shall affix their name and return address in the upper left corner of bid envelope. Envelope containing bids must be sealed.

2. BID GUARANTY will be required in the amount of 20 percent of the total amount of the bid. A bid bond on Standard Form 24 or a certified or cashier's check may be furnished in lieu of bid deposit.

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

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

<u>Classification of Work</u>	<u>Estimated Quantities</u>	<u>Unit Price</u>	<u>Total Price</u>
Pine sawtimber	MBF	\$ _____	\$ _____
Pine pulpwood	Cords	\$ _____	\$ _____
Hardwood pulpwood	Cords	\$ _____	\$ _____

The volume of pine sawtimber is based on Scribner Log Rule, Form Class 78. Pulpwood is calculated in cords (being 85 feet ³/cd pine and 90 feet ³/cd hardwood) of roundwood only. ^
Cubic

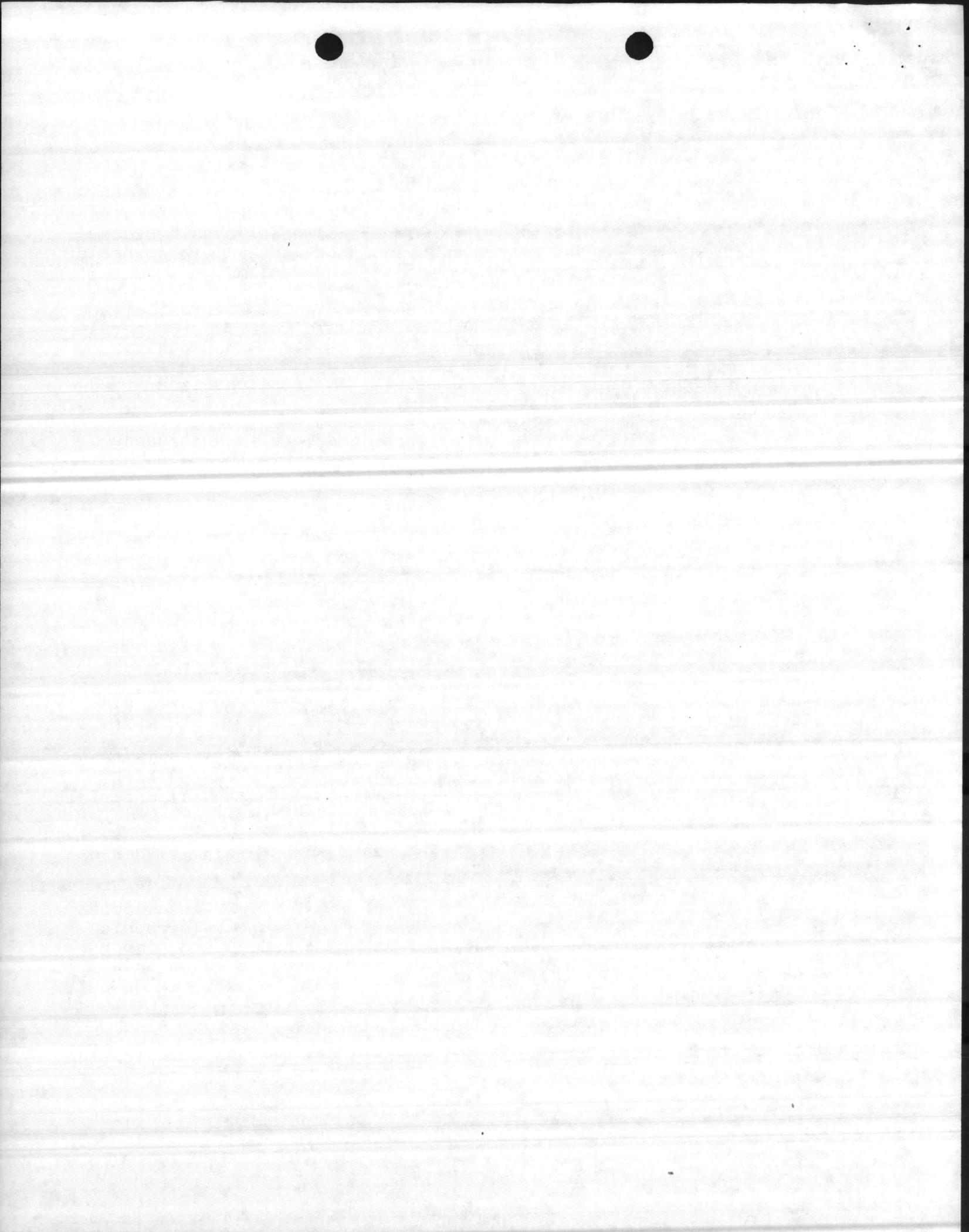
4. THE UNIT AND TOTAL PRICES for various items in the schedule above shall be deemed to include all costs required for the entire work, complete in accordance with the specification, including all materials, labor, equipment, tools, supervision and related items.

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

6. TELEGRAPHIC MODIFICATION OF BIDS may be made. Two signed copies of the telegram in a sealed envelope marked "Copies of telegraphic modification of bid for salvage sale of standing and downed timber Spec" should be forwarded immediately to the office to which bids were submitted.

7. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWAL OF BIDS:

a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made, and either:



(1) It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed on the 15th, or earlier); or

(2) It was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.

b. Any modification or withdrawal of bid is subject to the same conditions as in (a) above, except that withdrawal of the bids by telegram is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c. The only acceptable evidence to establish:

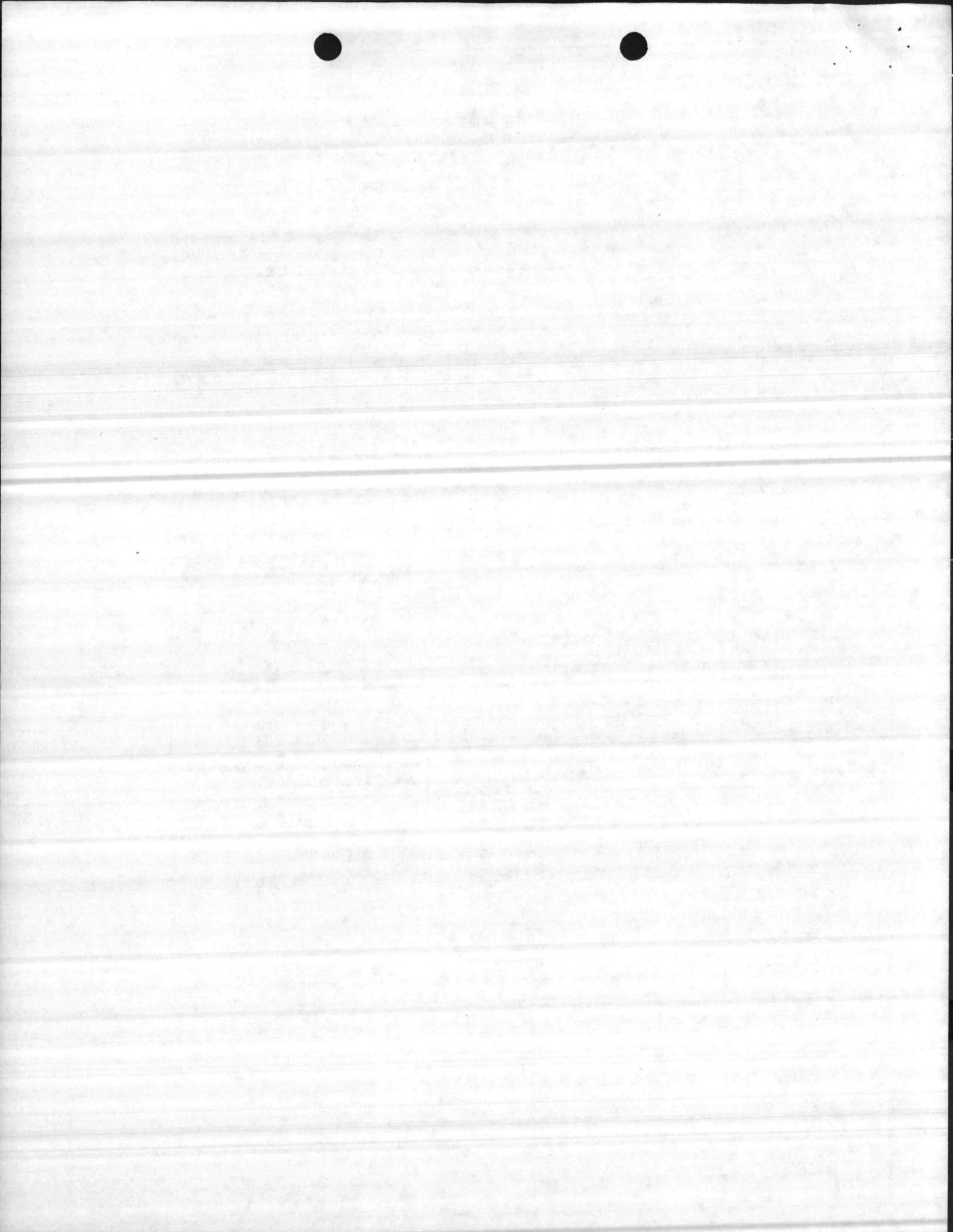
(1) The date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U. S. Postal Service postmark on the wrapper or on the original receipt from the U. S. Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service).

(2) The time of receipt at the Government installation is the time/date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.

d. Notwithstanding the above, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

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

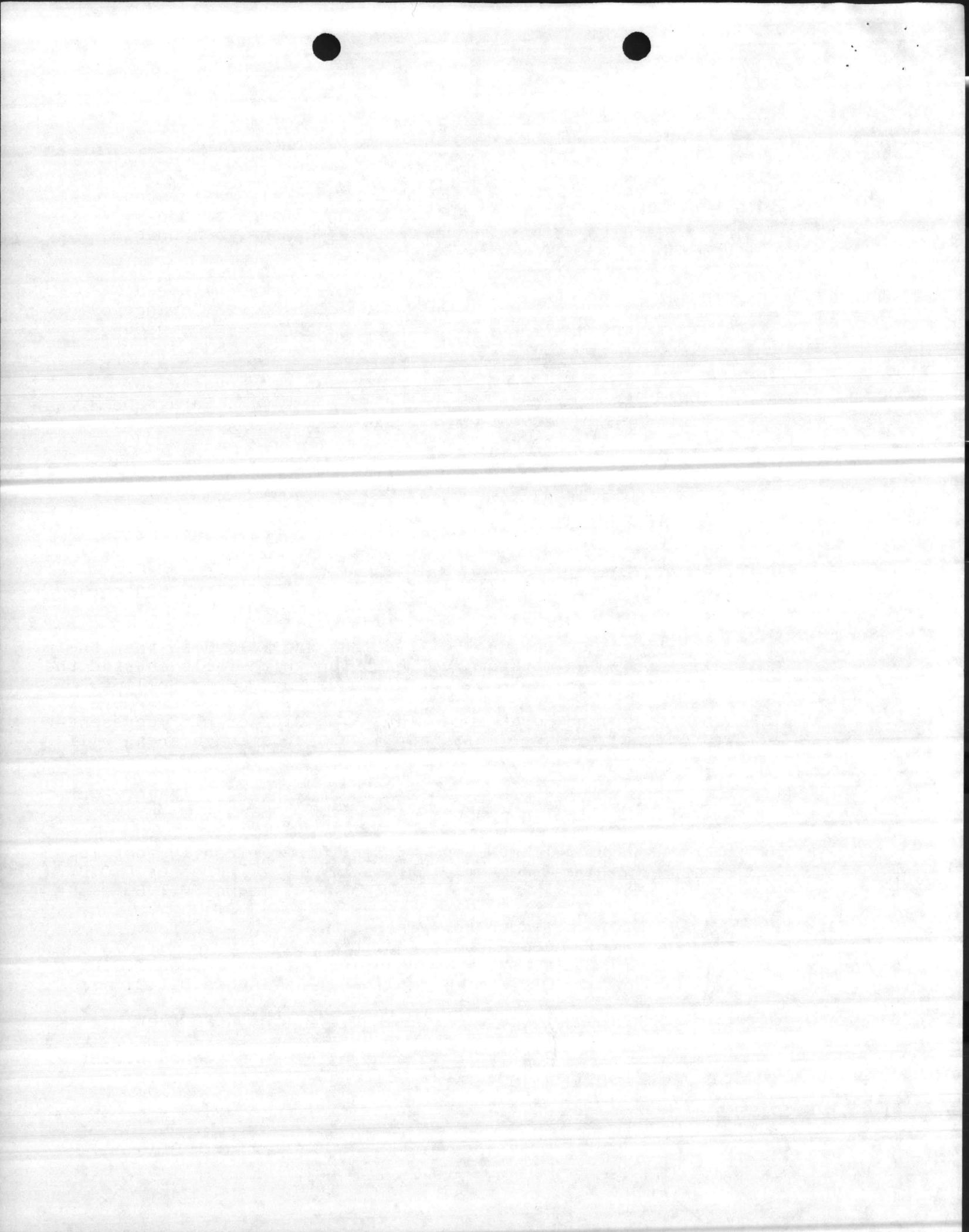
END OF SECTION



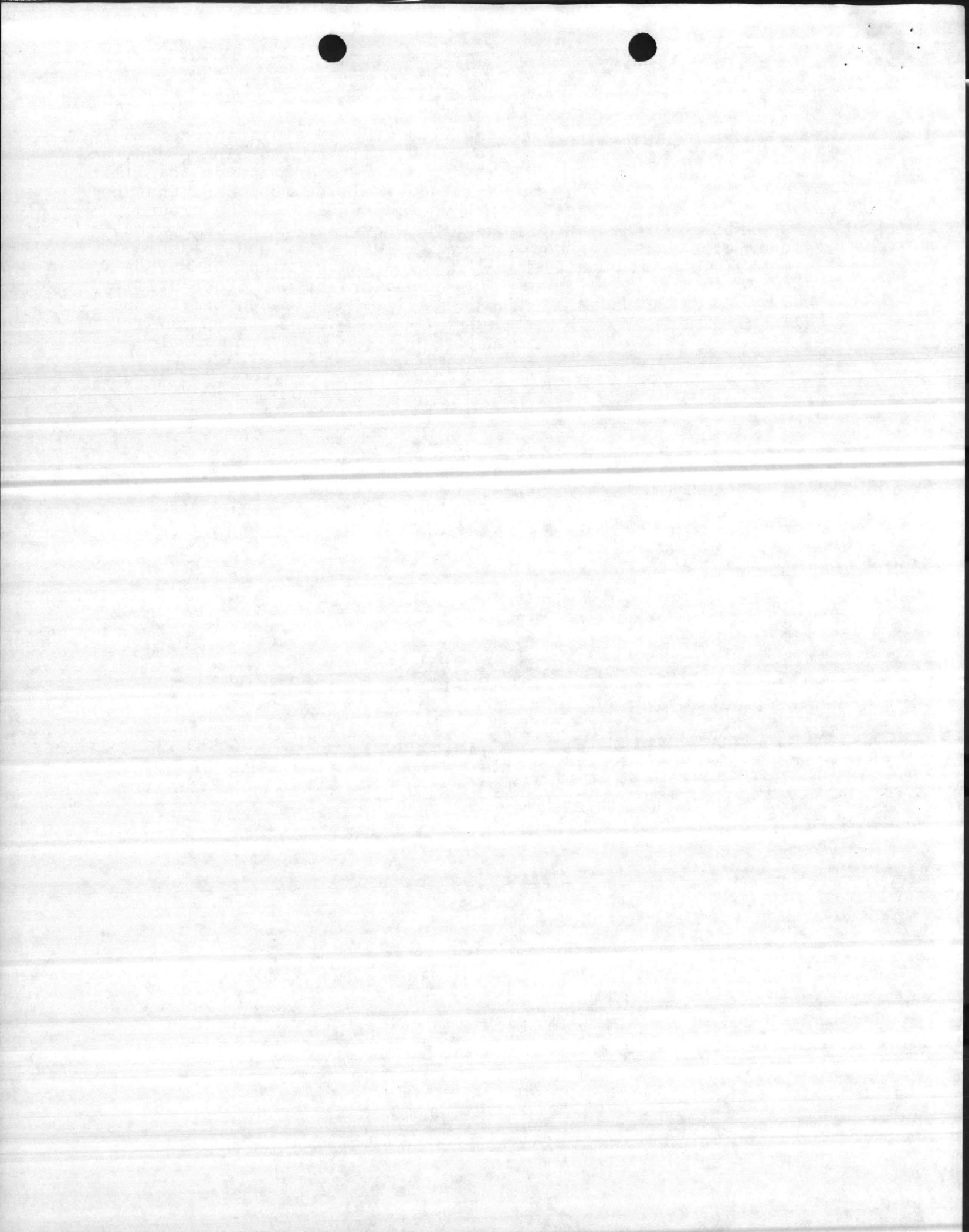
SECTION 02000
TIMBER SALVAGING

1. GENERAL REQUIREMENTS: Purchaser shall remove all designated merchantable trees identified by the Officer in Charge of Construction (OICC) and to which, in the OICC's judgment, reasonable access can be made.
2. TREE MARKINGS: Trees to be removed will be marked with red, orange or yellow paint. All trees cut which bear no red, orange or yellow markings will be paid for as specified under Section 02000, Paragraph 7.
3. QUANTITY: The initial quantity of timber to be harvested or salvaged under this contract is shown in Section 01013, Paragraph 3. Additional locations for harvest or salvage will be designated as the need arises.
 - 3.1. Each additional location will contain at least 10 merchantable trees to be salvaged or harvested.
 - 3.2. The contract quantity will be adjusted as prepaid increments are completed.
 - 3.3. Total contract quantity will not exceed 500 MBF pine, 500 cords pine or 500 cords hardwood pulp.
4. CUTTING: All designated trees will be cut and felled so that their tops will fall inside the marked area. Any top which falls outside the marked area must be pulled into the area immediately after felling. The stump height of all trees to be harvested shall not extend more than six inches above ground at any point. The OICC or his representative will determine the order in which harvest or salvage areas will be completed.
5. MERCHANTABILITY: Trees are classified as merchantable when they meet the following utilization standards:

<u>Pine Sawtimber</u>	Minimum length log - 8 feet after first 16 foot log Minimum diameter - breast height - 10 inches D.O.B. Minimum diameter - small end - 7 inches D.I.B.
<u>Pine Pulpwood</u>	Minimum length to 4 inch D.I.B. top - 20 feet Minimum length bolt - 5 feet Minimum diameter - breast height - 6 inches D.O.B. Minimum Diameter - small end - 4 inches D.I.B.
<u>Hardwood Pulp</u>	Minimum length to 4 inch D.I.B. top - 20 feet Minimum length - bolt - 5 feet Minimum diameter - breast height - 6 inches D.O.B. Minimum diameter - small end - 4 inches D.I.B.



6. SLASH DISPOSAL: All slash shall be removed a distance of 25 feet from all roads, trails, fences, bridges, culverts, drainageways, and other structures, provided that it is not removed outside the limits of marked areas. All tops not salvaged shall be lopped so that no portion is more than three feet above the surface of the ground. Lopping shall be done as the salvaging progresses. Roads, paths, logging trails and fire breaks shall be left clear and passable. No timber, brush or refuse shall be piled on the right-of-way of any communication line, power line, gas line, or any other utility right-of-way. Splinters of stumps shall be cut to conform to specifications.



7. 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.

7.1. 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.

7.2. PROTECTION OF UNDESIGNATED TIMBER: Undesignated timber, meeting utilization standards, shall be protected from damage or destruction in purchaser's operations. In 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

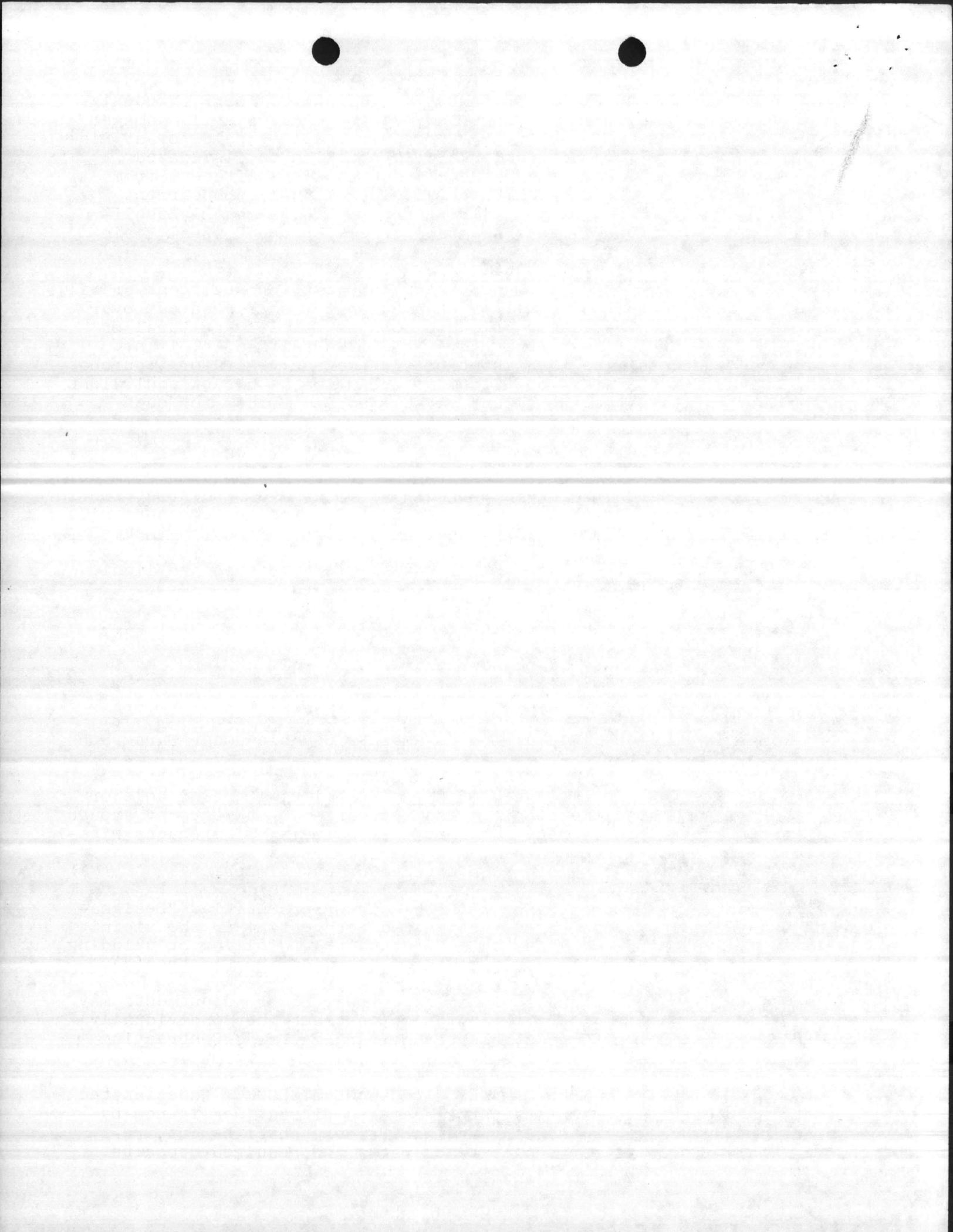
These amounts shall be in addition to amounts payable under Paragraphs 7 and 7.1, Section 02000.

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).

7.3. 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.

7.4. 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.



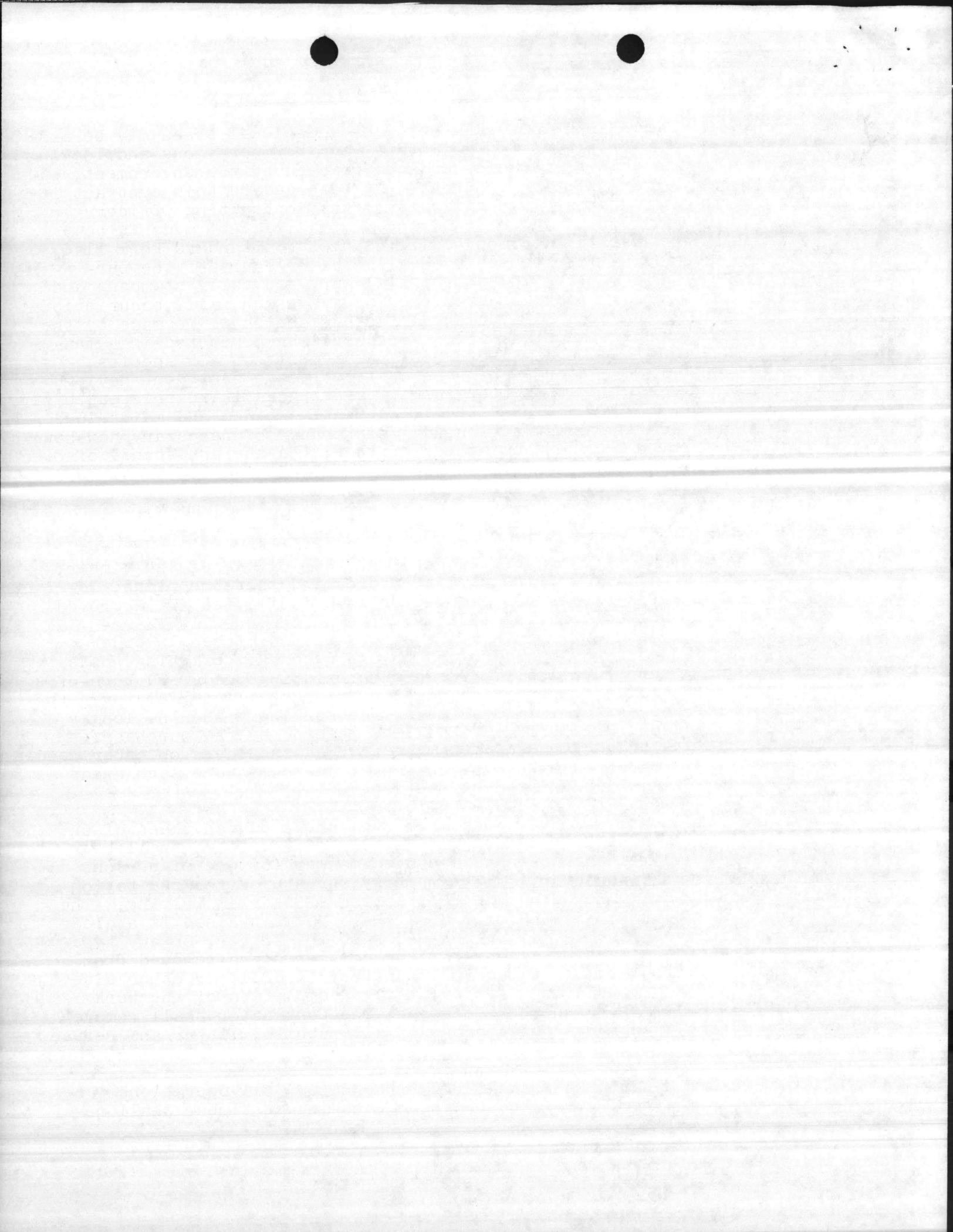
8. ADDITIONAL TIMBER: The designation of additional trees may be made for access roads or trails to facilitate logging operations and logging decks. Merchantable trees which must be removed by the Government, but are not part of an existing contract, may be added to this contract if approved by the purchaser and approved by the Contracting Officer. Payment for additional timber requiring removal will be made in accordance with Class 16, Section 01011, Changes to Standard Form 114C. 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 will occur prior to the harvest for such fire damaged products and shall be made by the purchaser at double the Bid Price. 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.

9. TRACKED EQUIPMENT

9. TEMPORARY FACILITIES: The construction of temporary structures, roads, or other improvements necessary for the logging of the timber, except for saw mills, will be permitted provided that the plans, locations, and arrangements for removal of such facilities are approved in advance by the Contracting Officer. The purchaser will be required to leave and enter main roads at designated places in order to protect seeded road shoulders and to use secondary existing roads and turn-offs where available. Where such existing roads and turn-offs are not available, a temporary "bridge" of planks will be laid over the road shoulder so as to minimize damage from hauling. When no longer needed, such temporary "bridges" shall be removed by the purchaser without cost to the Government. Damage to road shoulders or other seeded areas shall be repaired by the purchaser so as to restore such areas to the condition which existed before use.

10. SANITATION AND CLEANUP: Adequate sanitation conveniences of an approved type, properly secluded from public observation, shall be constructed and maintained in an approved manner for use of persons employed by the contractor. All temporary structures for sanitation purposes must be approved by the Contracting Officer in writing. The temporary structures and the sale area shall be maintained in a clean and sanitary condition at all times and rubbish, litter, or any type refuse except for logging slash shall be collected and removed from the Base, or disposed of at the Base Sanitary Landfill or other site approved by the Contracting Officer. After completion of the work and before movement to another location, the Contractor shall remove all temporary structures and dispose of all rubbish, litter and refuse in the manner previously described.

11. PROTECTION OF STREAMS AND STREAMSIDE AREAS: All operations directly or indirectly related to the harvesting of timber shall be



conducted in a manner to prevent, insofar as possible, damage to stream courses, ditches or streamside zones. No logs shall be hauled, skidded or yarded in or across any stream course without prior approval of the Contracting Officer or his representative, and logging equipment shall not be permitted to cross or enter any stream course or streamside zone outside the logging area without prior approval. Stream courses and ditches shall be cleared of all logs, chunks, slash and debris resulting directly or indirectly from operations under this contract.

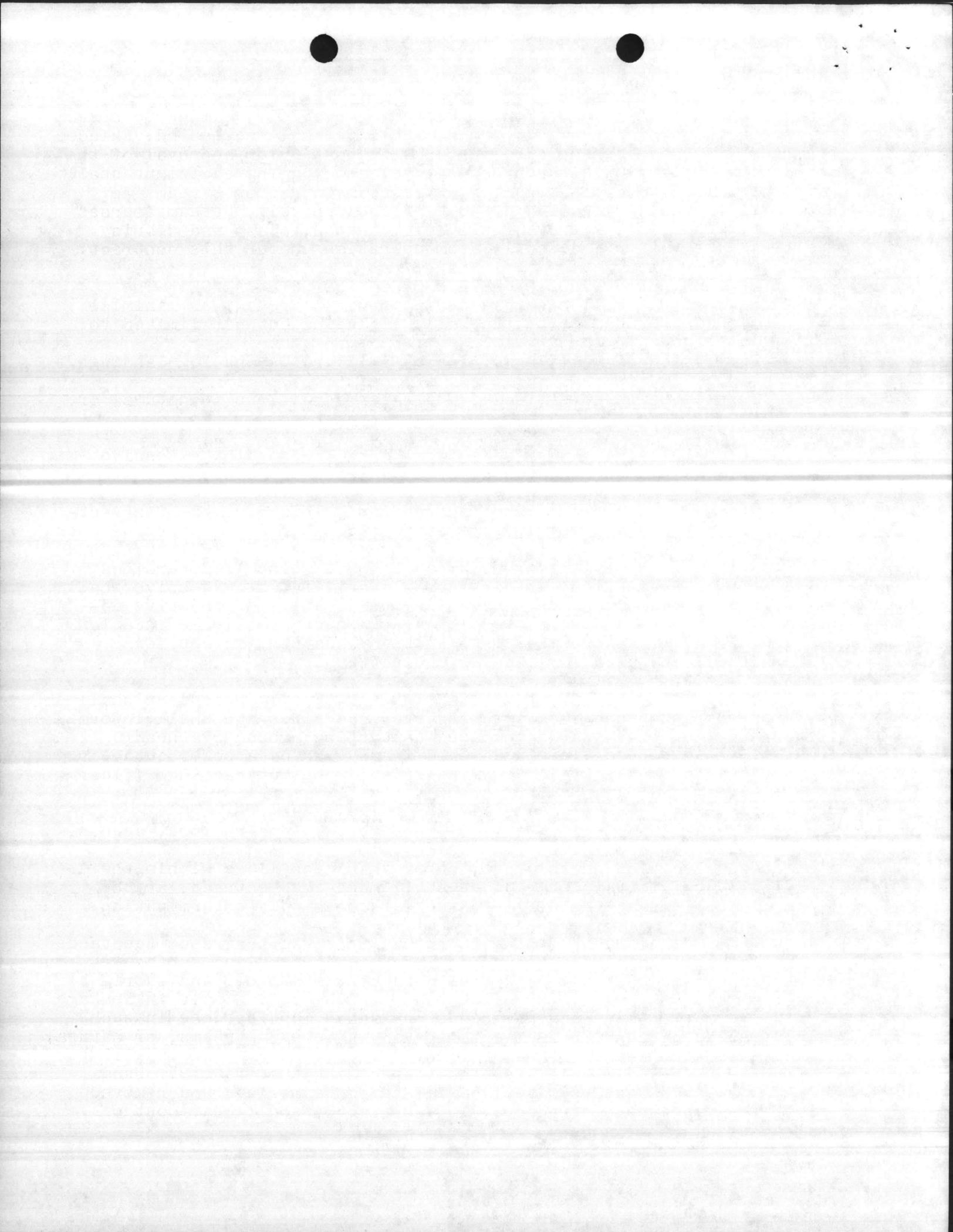
12. PREVENTION AND CONTROL OF SOIL EROSION AND SOIL DAMAGE: The purchaser shall take all possible precautions to prevent or minimize soil erosion and/or damage to the soil, including but not limited to:
- a. Prevention of gullyng of roads, skid trails and log landings.
 - b. Protection of cover, soil, and water conditions in natural or artificial openings.
 - c. Stop all logging when soil conditions are such at excessive damage could result to forest soil or forest access roads.

If the purchaser does not suspend operations on his own, the Contracting Officer may suspend logging operations in whole or in part for such period(s) as necessary to prevent excessive damage. Damage attributed to the purchaser operations under this contract which is determined by the Contracting Officer or his representative to be excessive shall be repaired by the purchaser as soon as practicable. Corrective action shall be taken and completed in each harvest or salvage location following logging, before moving to another location, except for roads that will be used for logging the next unit.

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

14. TIMBER MARKING EQUIPMENT: The purchaser, subcontractors, agents, and employees are prohibited from using timber marking equipment or paint at any location on the Base, other than deck sites within the sale area. Any violation hereunder shall make the contract, at the option of the Contracting Officer, subject to immediate termination.

15. CONTROL OF HAZARDOUS MATERIALS AND WASTES: No hazardous substance may be discharged onto the ground or into the 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 such 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 all spills 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 cost of clean-up of all spillage.



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

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

*** END OF SECTION ***

