

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. AMENDMENT/MODIFICATION NO. NO. 1	2. EFFECTIVE DATE 21 MAY 85	3. REQUISITION/PURCHASE REQUEST NO.	4. PROJECT NO (If applicable) SPEC. 05-85-6382
5. ISSUED BY Officer in Charge of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542		6. ADMINISTERED BY (If other than block 5)	

7. CONTRACTOR NAME AND ADDRESS (Street, city, county, state, and ZIP Code)	CODE	FACILITY CODE	8. AMENDMENT OF SOLICITATION NO. N62470-85-B-6382 <input checked="" type="checkbox"/> DATED NOT YET ISSUED (See block 9) <input type="checkbox"/> MODIFICATION OF CONTRACT/ORDER NO. DATED (See block 11)
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9. THIS BLOCK APPLIES ONLY TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in block 12. The hour and date specified for receipt of Offers is extended, is not extended.

Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation, or as amended, by one of the following methods:

(a) By signing and returning _____ copies of this 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 ACKNOWLEDGEMENT TO BE RECEIVED AT THE ISSUING OFFICE PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided such telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

10. ACCOUNTING AND APPROPRIATION DATA (If required)

11. THIS BLOCK APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS

(a) This Change Order is issued pursuant to _____
The Changes set forth in block 12 are made to the above numbered contract/order.

(b) The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in block 12.

(c) This Supplemental Agreement is entered into pursuant to authority of _____
It modifies the above numbered contract as set forth in block 12.

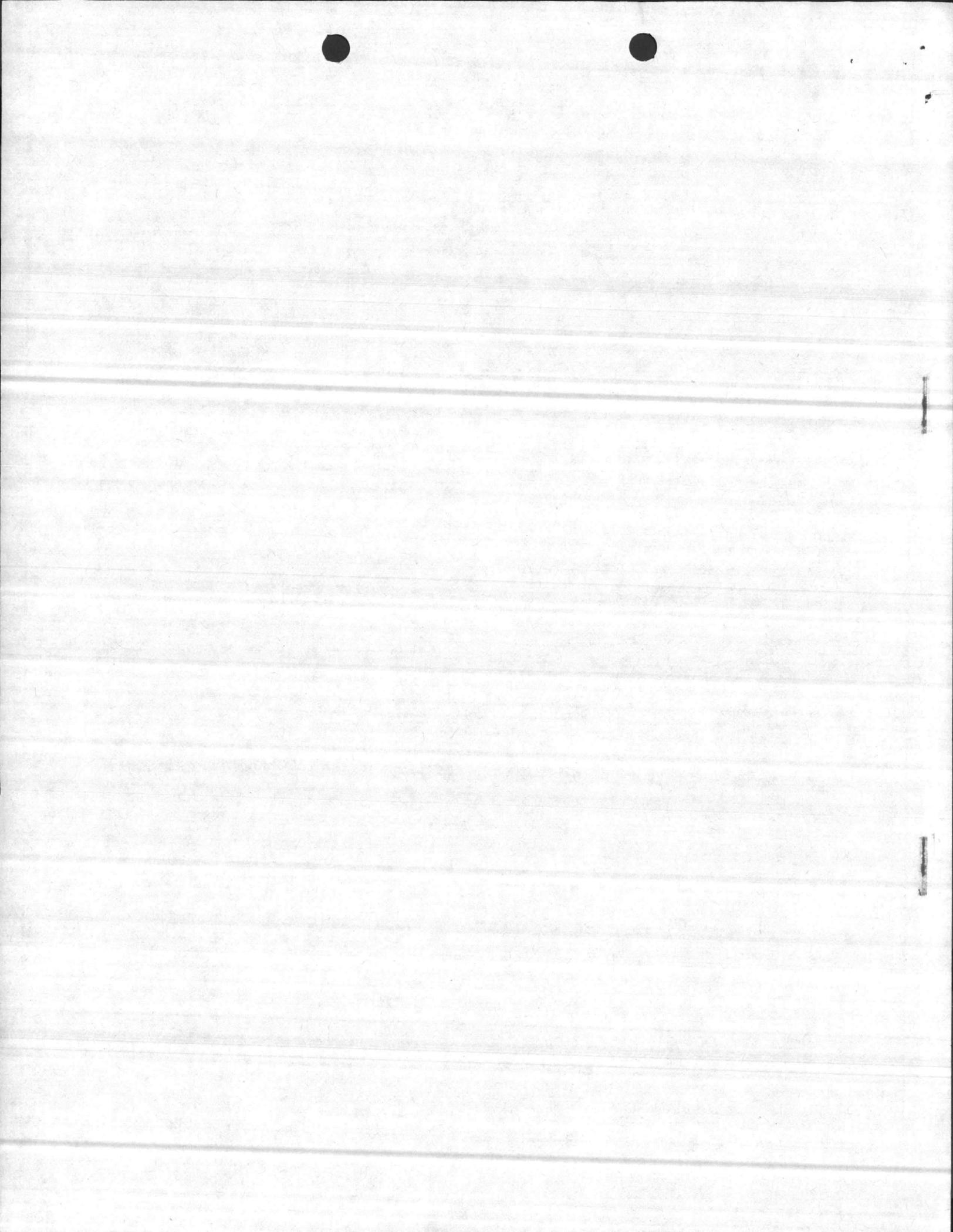
12. DESCRIPTION OF AMENDMENT/MODIFICATION

TIMBER SALE, K-2 ORDNANCE IMPACT AREA
at the
MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

REPLACE "ORDINANCE" WITH "ORDNANCE" ANYWHERE IT APPEARS THROUGHOUT THE ENTIRE SPECIFICATION

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

13. <input type="checkbox"/> CONTRACTOR/OFFEROR IS NOT REQUIRED TO SIGN THIS DOCUMENT		<input type="checkbox"/> CONTRACTOR/OFFEROR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE	
14. NAME OF CONTRACTOR/OFFEROR BY _____ (Signature of person authorized to sign)		17. UNITED STATES OF AMERICA BY M. L. CHURCH By direction (Signature of Contracting Officer)	
15. NAME AND TITLE OF SIGNER (Type or print)	16. DATE SIGNED	18. NAME OF CONTRACTING OFFICER (Type or print) C. A. JOHANNESMEYER, CDR, CEC, USN for COMNAVFACENGCOM	19. DATE SIGNED 21 MAY 85



NOTICE:

Bids to be opened at 2:00 P.M.
20 JUN 1985 at the
office of
Officer in Charge, NAVFAC Contracts
Jacksonville, North Carolina Area
Building 1005, Marine Corps Base
Camp Lejeune, North Carolina 28542

CONTRACT N62470-85-B-6382

NAVFAC SPECIFICATION
NO. 05-85-6382

TIMBER SALE, K-2 ORDINANCE IMPACT AREA

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

05-85-6382

259 408 05

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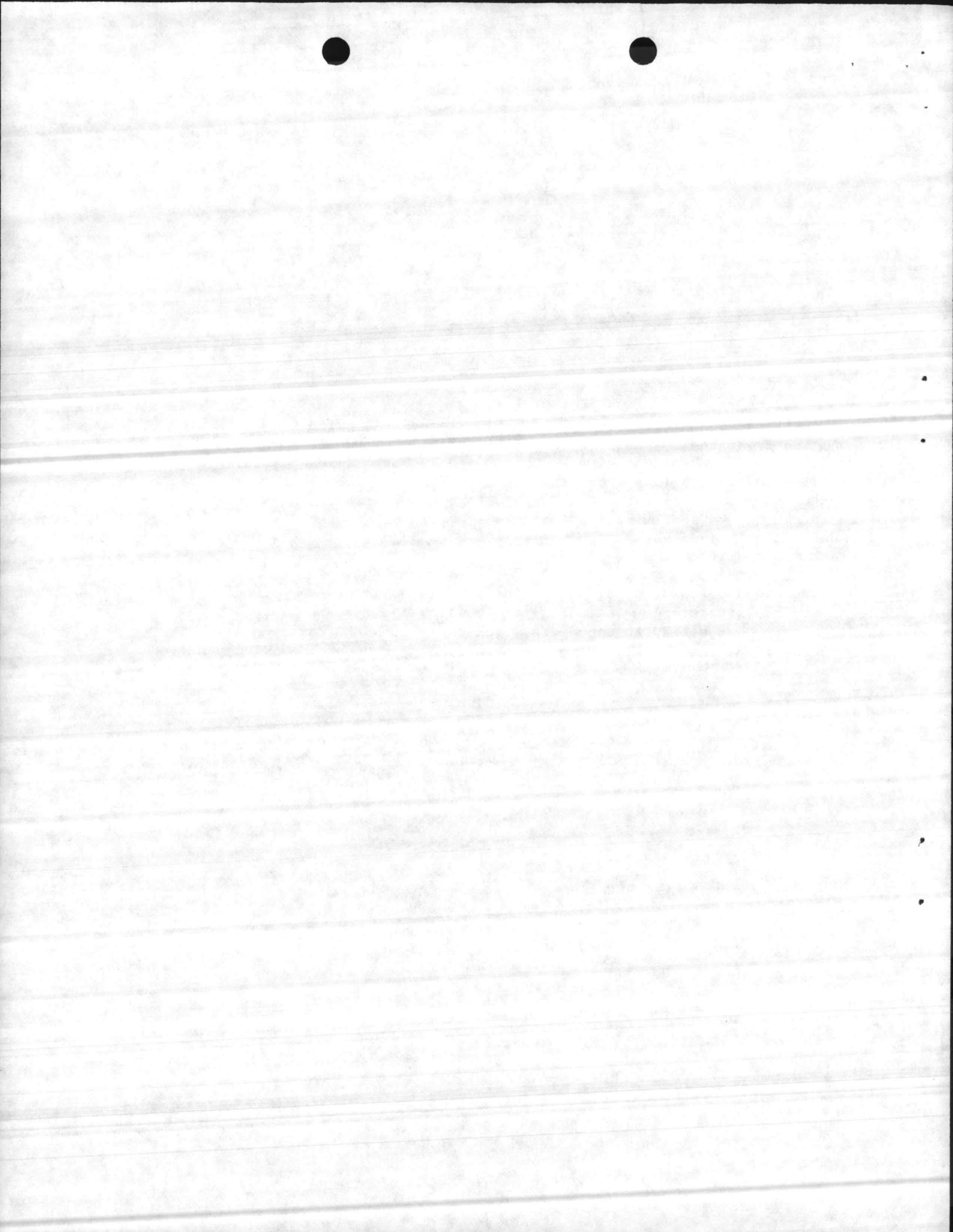
2. TIMBER HARVESTING

SECTION

- 02000. Detail Requirements

All questions concerning the specifications occurring prior to bid opening shall be presented to the Director of Design Branch, Public Works Division, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone 919-451-5507. Questions requiring interpretation of plate and specifications must be submitted at least seven days before bid opening. Interpretations or modifications to specifications made as a result of questions will be made by amendment only, and unless so done, all bidders should base their bids on the plate and specifications as issued.

All questions pertaining to the bidding procedures and for appointment to inspect the site of the work before bid opening shall be presented to the Officer in Charge, NAVFAC Contracts, Jacksonville, North Carolina Area, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone 919-451-2582.



SECTION 01011
GENERAL PARAGRAPHS

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

2. GENERAL DESCRIPTION: The work shall include furnishing all materials, labor and equipment necessary for harvesting pulpwood, and other incidental related work from an area which has served for impact of mortars, bombs, artillery up to 155 mm., and other ordinance as well as an area of small arms fire, probably including steel jacketed bullets. The K-2 Area has been an ordinance impact area for over forty years. More than 2000 pieces of ordinance have been removed from the K-2 ordinance impact area during land clearing operations in the past year.

3. LOCATION: The work shall be located at the Marine Corps Base, Camp Lejeune. The exact location will be indicated by the Contracting Officer.

4. 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.

5. TIME OF COMPLETION: The entire work shall be completed 120 days after award of the sale. No time extension will be granted.

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

<u>PLATE NO.</u>	<u>PAGE NO.</u>	<u>TITLE</u>
1	01011 - 6	Vicinity Map
2	01011 - 7	Timber Sale Map, K-2 Impact Area

7. SAFETY PROGRAM: The Purchaser shall implement a safety program conforming to the requirements of Federal, State, and Local laws, rules and regulations.

7.1 OSHA: 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, DC 20402 or be examined at the office where bids are being received.

7.2 Range Procedures at/near the K-2 Ordinance Impact Area will be administered by Marine Corps Personnel based on Marine Corps Order (MCO) 3570.1A, "Policies and Procedures for Firing Ammunition for Target Training Practice".

7.3 Site Visit: The Contracting Officer will schedule one group site visit for all prospective bidders. Any prospective bidder who does not attend that visit will not be able to visit the site because of the extensive arrangements required.

7.4 The Civilian E.O.D. Technician shall have a 2-way FM radio with him at all times while he is on site. Monitoring Base Range Control Safety Net and necessary transmission from this radio are authorized.

8. METHODS AND SCHEDULES OF PROCEDURES: The Purchaser shall commence work within 15 days after award of the contract. The work shall be executed in a manner and at such times that will cause the least disturbance to the normal activities of the Base.

8.1 Before starting any work, the sequence of operations and the methods of conducting the work shall have been approved by the Contracting Officer. The purchaser/logger shall schedule a pre-work conference with the Contracting Officer at least fifteen days prior to planned logging operations under the contract. Failure to schedule and attend said conference will prohibit any logging or related activity in the timber sale area.

8.2 Each employee involved in the salvaging of timber covered by this contract must be briefed by Base EOD personnel on the dangers involved in work at this site. Briefings by EOD personnel may be scheduled through the Contracting Officer.

8.3 The Contractor, subcontractor, individual employees, and anyone else who may visit the K-2 Ordinance Impact Area for the Contractor are required to execute liability releases which release the United States Government and its agents from liability for any death, injury, or damage to property which might result from the harvesting or salvage operation. A copy of the Contractor Release is on page 01011 - 8. A copy of the Personal Release is on page 01011 - 9.

8.4 Because of the limited number of Military Explosive Ordinance Disposal (EOD) Technicians available to assist the Contractor, the Contractor is required to employ a civilian EOD expert who qualifies under Marine Corps Order 3571.2E, "Explosive Ordinance Disposal Program". The highest bidder shall submit the qualifications within three days after bid opening to the Contracting Officer. The qualifications will be reviewed by the Contracting Officer and the Base EOD Officer. This bidder must have written approval of the proposed EOD expert prior to commencement of harvesting or salvage operations. The civilian EOD expert will be on the logging site any time the Contractor's personnel are present at the site. If the approved EOD expert is no longer available, work will halt until a new EOD expert is approved in writing.

8.5 Contractor Relocation Approval: Before moving on or off the Base or changing location of logging deck, the Purchaser shall submit a request to the Contracting Officer giving a minimum of three days notice. The move shall not be made until written approval is received by the Contractor.

8.6 If Under Fire: Contractor Personnel present in any area which appears to become under gunfire, shelling, bombing or any other apparent danger from military training operations, shall immediately evacuate the area of danger and notify the Officer in Charge of Construction at 451-2581 immediately and the Range Safety Officer at 451-3064.

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 within 14 calendar days 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. 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 Contracting Officer 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.

13. 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>COVERAGE</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 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 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.

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

15. QUARANTINE FOR IMPORTED FIRE ANT (CLNC 2/82); All of Onslow, Jones and Carteret Counties and portions of Duplin and Craven 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 (Helicopter), 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, Box 83, Goldsboro, NC 27530, Attn: Mr. Haywood Cox; telephone 919-735-1941. 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 6 PAYMENT: "The initial payment required to begin salvage operations shall be for 10,000 tons at the unit price bid, before salvaging additional timber, the Contractor must make complete payment for 10,000 tons and continuing in the same manner until all timber from this sale is salvaged. The last payment unit may be less than 10,000 tons. The amount of each payment shall be determined by multiplying the total weight in that unit by the price per unit weight for the entire contract."

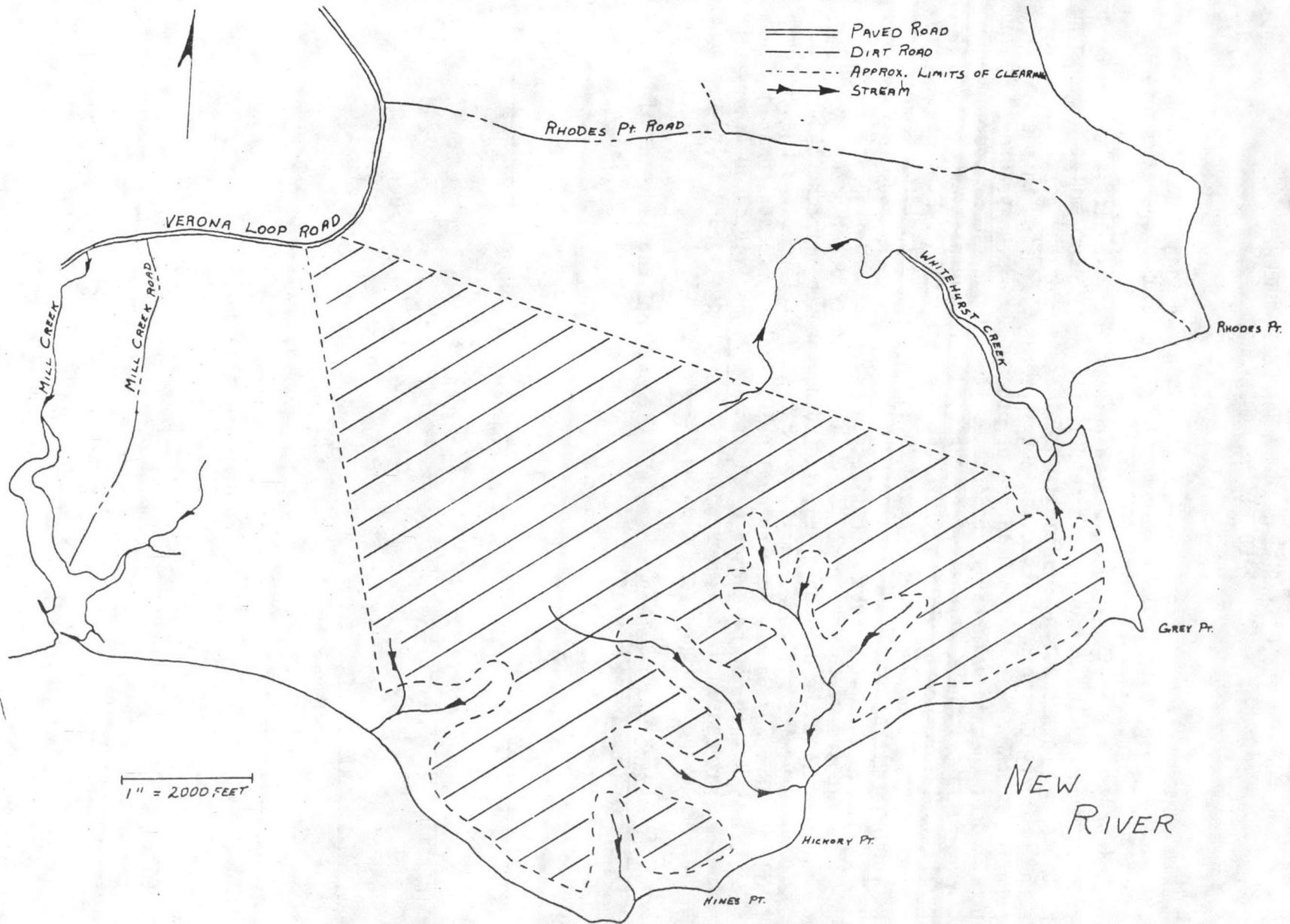
ADD the following to Clause 25. DEFINITIONS:

"(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)".

K-2 IMPACT AREA



05-85-6382
01011 - 7

LIABILITY RELEASE/HOLD HARMLESS AGREEMENT
UNITED STATES MARINE CORPS

In consideration of receiving the permission of the Commanding General, Marine Corps Base, Camp Lejeune to conduct salvage timber operations in the K-2 Impact Area, between _____ (date) and _____ (date), _____ (name of business/contractor) hereby agrees to release from all liability the United States Government including all its subdivisions, officers, military personnel, employees and agents acting officially or otherwise for any personal injuries or death, property damage or destruction that may result during this salvage timber operation whether caused by negligence or otherwise. _____ (Contractor) acknowledges that it voluntarily undertakes the salvage timber operations knowing full well the K-2 Impact Area contains large quantities of buried dud ordnance, disturbance of which may present a substantial risk of death or serious injury to anyone entering this Impact Area, and that (Contractor) is under no compulsion to do so. _____ (Contractor) understands that by accepting such use, it incurs no obligation towards the United States Government except as imposed by this release. Further, _____ (Contractor) agrees to indemnify and hold harmless the United States, including the subdivisions of its government, and its officers, military personnel, employees and agents for all liability and money damage for any personal injuries or death, property damage or destruction that may be caused by _____ (Contractor) negligence or otherwise, including that caused by the above mentioned ordnance, to any third person or persons or to their property, including its employees.

_____ (Contractor) acknowledges that it has full knowledge of the dangers of this salvage timber operation.

Date

POSITION IN COMPANY:

WITNESS

WITNESS

LIABILITY RELEASE/HOLD HARMLESS AGREEMENT
UNITED STATES MARINE CORPS

In consideration of receiving access to Marine Corps Base facilities to participate in salvage timber operations in connection with my employment at _____, during the effective period of the contract between Marine Corps Base, Camp Lejeune and _____, I hereby release the United States, including the subdivisions of its government, officers, military personnel, employees, and agents from all liability for any loss of or damage to property or any injuries or death to myself as a result of or in connection with the aforementioned salvage timber operation, or other activities whether caused by negligence or otherwise. I accept this release voluntarily with full knowledge of its meaning and effect. I agree that this release not only binds myself, but also my family, heirs, assigns, administrators, and executors.

I acknowledge that I have full knowledge of the extreme danger of the K-2 Impact Area in which the salvage timber operation is to be conducted, in that, this impact area contains large quantities of buried dud bombs, shells and other ordnance, disturbance of which presents a substantial risk of death or serious injury to anyone entering this area.

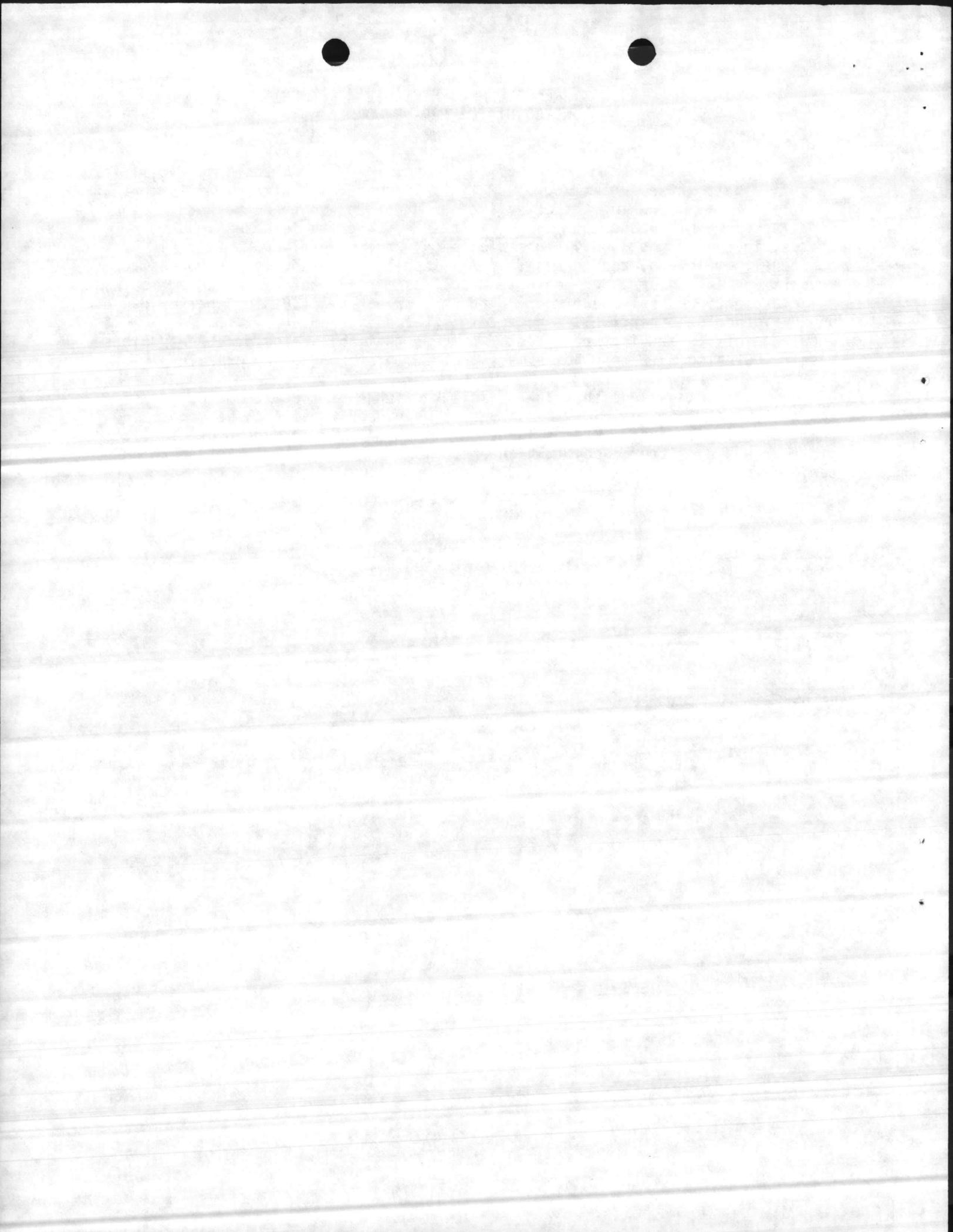
Date

Signature: _____
Printed Name: _____

Witness

Witness

*** 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:

Base Bid: 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>
Contaminated Pulpwood (Hardwood and Pine)	42,352 Tons	\$ _____/Ton	\$ _____

THE FOREGOING ESTIMATED VOLUMES ARE NOT GUARANTEED. IT IS THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER TO SATISFY HIMSELF AS TO THE QUANTITY AND QUALITY OF WOOD PRODUCTS TO BE REMOVED. The timber is to be sold by 10,000 ton payment units.

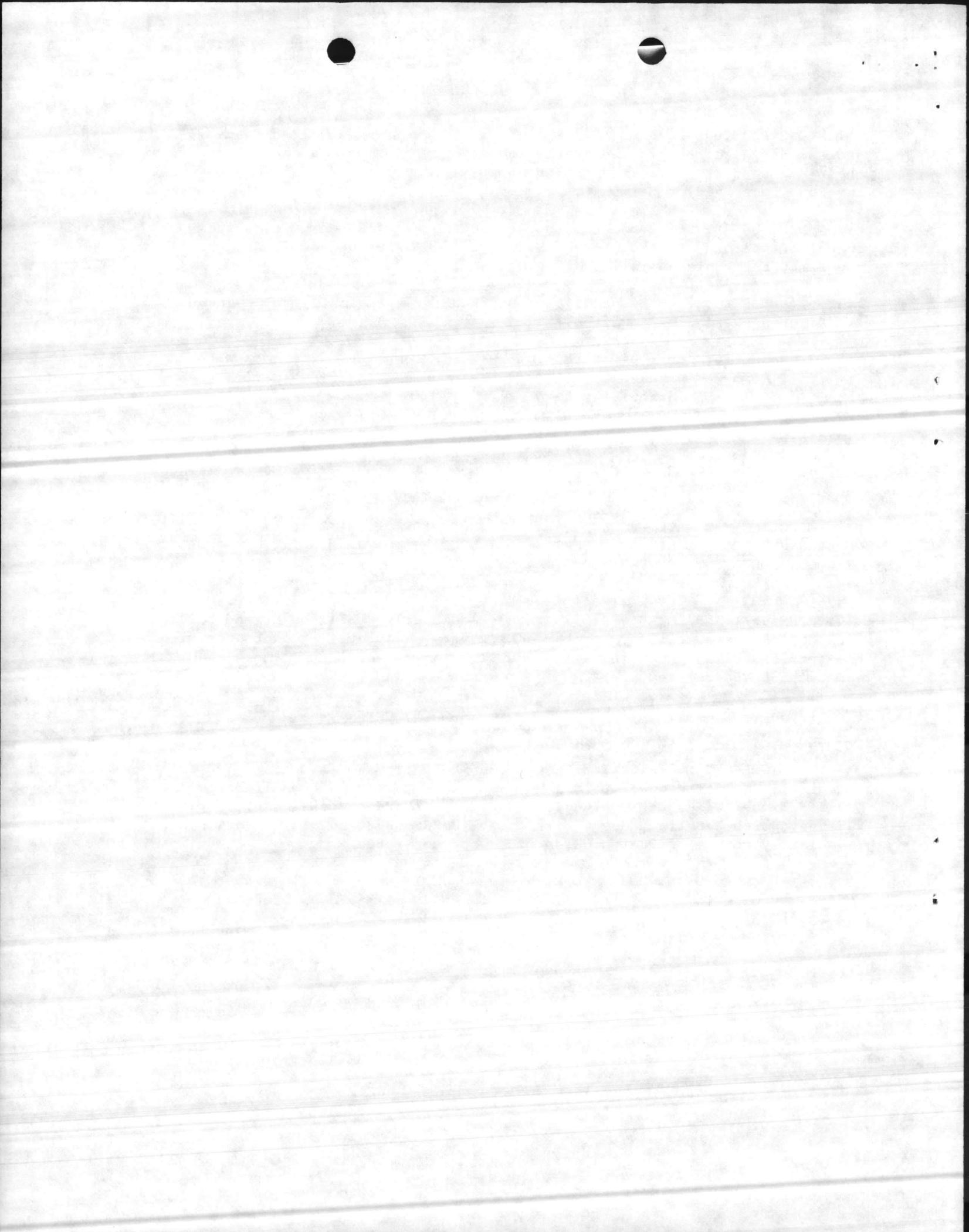
4. THE UNIT AND TOTAL PRICE in the schedule above shall be deemed to include all costs required for the entire work, complete in accordance with the specification, including all materials, labor, equipment, tools, supervision and related items.

5. AWARD, if made, will be made to the highest conforming bidder on Base Bid.

6. TELEGRAPHIC MODIFICATION OF BIDS may be made. Two signed copies of the telegram in a sealed envelope marked "Copies of telegraphic modification of bid for Timber Sale, K-2 ORDINANCE IMPACT AREA, Marine Corps Base, Camp. Lejeune, North Carolina, Specification No. 05-85-6382" should be forwarded immediately to the office to which bids were submitted.

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

END OF SECTION



SECTION 02000
DETAIL REQUIREMENTS

1. GENERAL REQUIREMENTS: The work includes salvaging pushed pine and hardwood which is in the logging area. Wood products will be removed from the Base through gates and/or roads designated by the Contracting Officer.

1.1 Times of Hauling: The Contractor will haul wood products from the base only between the hours of 0700 and 1700 daily, Monday through Friday until contract closure.

1.2 Weight Measurement: The Contractor will provide the Contracting Officer weight tickets from sales approved and inspected by the State of North Carolina. Evidence of approval will be required prior to commencement of salvage operations. The Contracting Officer will receive weight tickets weekly, calculate and bill the Contractor based on the gross nonadjusted weight displayed on the tickets.

1.3 Logging Deck locations will be proposed to the Contracting Officer. UNDER NO CONDITIONS WILL A LOGGING DECK BE USED WITHOUT WRITTEN CONTRACTING OFFICER APPROVAL OF THE LOCATION.

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

3. MARKED TREES: The trees to be salvaged are located within the K-2 impact area. The trees and the land associated with logging area contain possible contamination by metal and explosive devices. The logging area will be designated by Base Forestry personnel as designated by the Contracting Officer. Any dispute as to whether a tree should be salvaged is subject to the decision of the Contracting Officer or his representative. All trees cut which bear white markings or are outside the sale area, shall be paid for as specified under "Unauthorized Removal Of Or Damage To Standing Timber", unless prior written approval is given for their removal.

4. QUANTITIES AND UTILIZATION STANDARDS: This Specification estimates a timber volume of contaminated pulpwood offered for sale. This volume, both quantity and quality are not guaranteed. It is the responsibility of each bidder to satisfy himself as to the quality and quantity of wood products to be removed. The volumes are based on a U.S. Forest Service inventory conducted in 1984. The K-2 impact area was not inventoried because of the hazardous conditions.

5. NATURAL RESOURCES AND ENVIRONMENTAL AFFAIRS DIVISION has been designated by the Contracting Officer to inspect the work at the site and provide other technical support to the Contractor.

6. CUTTING: No standing trees within the sale area may be cut. Only downed timber in the sale area may be cut up and removed. Stump or stump splinter height shall not exceed 12 inches from the surface of the ground on all sides on all trees the Contractor cuts. No tree which is outside the sale area shall be cut without permission of the Contracting Officer or his representative.

7. SLASH DISPOSAL: All logging slash shall be removed a distance of 25 feet back from all designated roads, trails, fences, bridges, culverts, drainageways, ditches and other structures. All tops and timber not utilized shall be lopped so that no portion of the top or timber is more than three feet above the surface of the ground. Lopping will be done as the salvage progresses. Woods roads, paths, logging trails and fire breaks will be clean and passable at all times.

8. UNAUTHORIZED REMOVAL OF, OR DAMAGE TO, STANDING TIMBER: Undesignated timber 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 outside the 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 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, in addition to any amounts payable under paragraph 8.1, Section 02000, the Purchaser shall pay as fixed, agreed and liquidated damages:

\$35.00 for each pine sawtimber tree

\$15.00 for each pine small roundwood tree

\$100.00 for each red-cockaded woodpecker tree

8.3 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.

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

8.5 Designation Changes: Within sale area, minor adjustments may be made in boundaries of cutting units when acceptable to the Purchaser and Contracting Officer.

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

11. 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.

12. PROTECTION OF STREAMS AND STREAMSIDE AREAS: All operations directly or indirectly related to the salvage 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.

13. 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.

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

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

If the 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 payment unit, following logging, before moving to another payment unit, except for roads that will be used for logging the next unit.

15. 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.

16. TIMBER MARKING EQUIPMENT: The Purchaser, subcontractors, agents, servants 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.

17. 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 Contracting Officer or his representative. The Purchaser's representative must be a competent individual who is approved by the Contracting Officer prior to commencement of this contract. If his representative proves incompetent or fails to take action on instructions given him by the Contracting Officer or his representative, the Purchaser's representative will be removed at the request of the Contracting Officer and replaced with a competent representative.

18. ENDANGERED SPECIES:

18.1 Off Limits Area: The purchaser/logger and Contracting Officer representative will post "OFF LIMITS" buffer zone/colony site(s) prior to logging operations. These areas are designated on the sale area map. 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.

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

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

END OF SECTION

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