

NOTICE:

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

CONTRACT N62470-87-B-9277

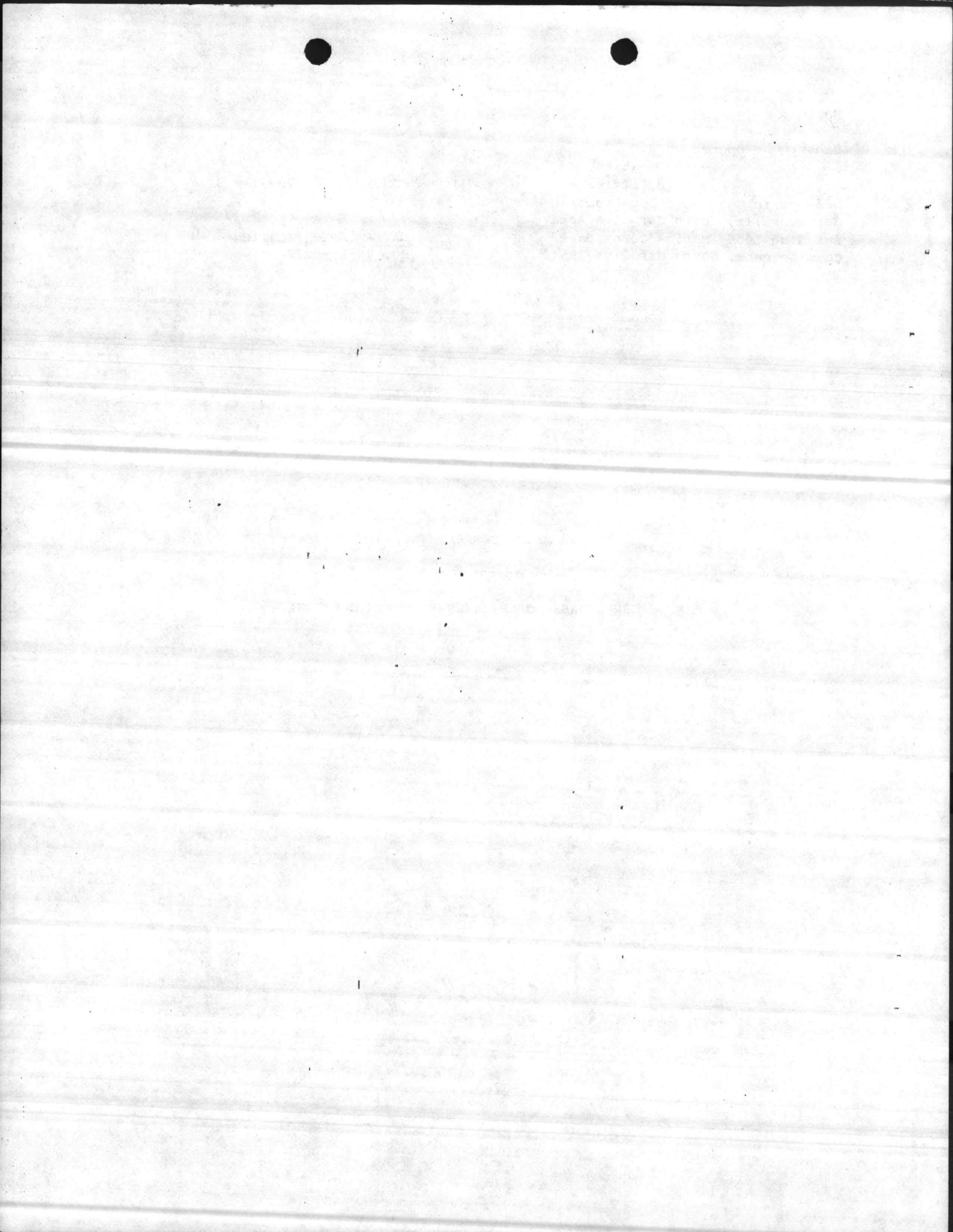
NAVFAC SPECIFICATION
NO. 05-87-9277

TIMBER SALE, COMPARTMENT 38

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

05-87-9277



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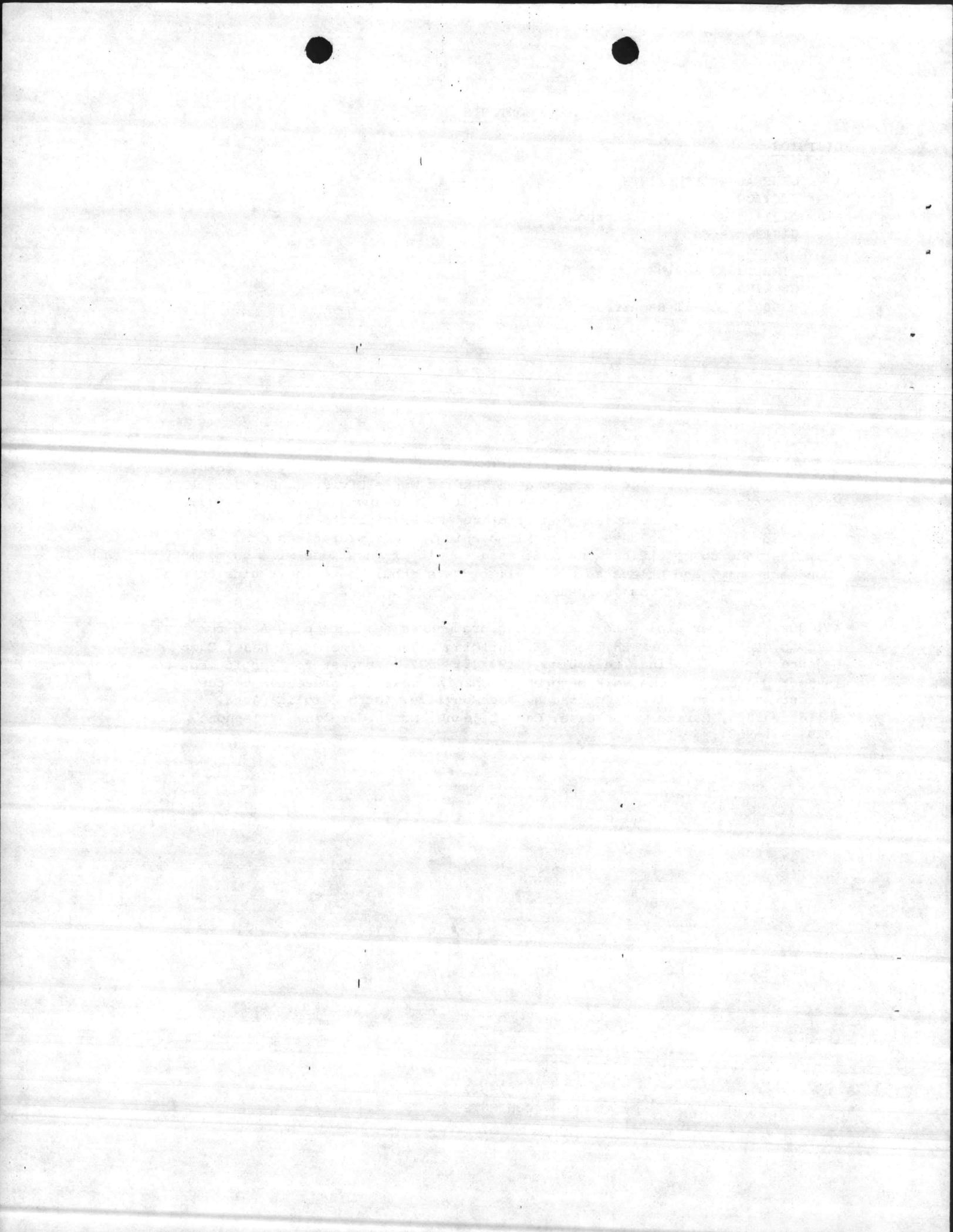
DIVISION

1. GENERAL REQUIREMENTS
SECTION
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02000. Detail Requirements

All questions concerning the specifications occurring prior to bid opening shall be presented to the 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 ten 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 shall be presented to OICC-ROICC Contract Branch, Room 26, Building 1005, Marine Corps Base, Camp Lejeune, North Carolina, telephone (919) 451-2582. Request 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) 451-2581.



SECTION 01011
GENERAL PARAGRAPHS

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning of this contract to promote proper timber management practices for sustained yield multiuse benefit of the forest resources at Camp Lejeune.
2. GENERAL DESCRIPTION: The work shall include furnishing all materials, labor and equipment necessary for harvesting sawtimber and pulpwood, and other incidental related work.
3. LOCATION: The work shall be located at the Marine Corps Base, Camp Lejeune, North Carolina. The exact location will be indicated by the 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 prior to 31 December 1987. Payment for all payment units shall be made prior to 30 September 1987. In the event work of the Purchaser is interrupted by military training or stopped by the Contracting Officer for other reasons, an extension of time may be granted. Any extension must be requested in writing to the Contracting Officer prior to the closing date of the contract. If an extension is approved, it will be given by the Contracting Officer in writing.
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

TITLE

1

COMPARTMENT 38

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, DC 20402 or be examined at the office where bids are being received.
8. METHODS AND SCHEDULES OF PROCEDURES: The Purchaser shall commence work within 15 days after award of the contract. The work shall be executed in a manner and at such times that will cause the least 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 three days prior to planned logging operations under the contract. Failure to schedule and attend said conference will prohibit acceptance of payment to permit any logging or related activity on the timber sale.

8.2 Before moving on or off the Base or moving from one payment unit to another, the Purchaser shall give the Contracting Officer three days notice.

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 Regional Medical Center Collection Agent upon receipt of a monthly statement. A map showing locations of emergency medical care facilities will be provided.

12. ENVIRONMENTAL LITIGATION:

a. If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, and such order is based solely on acts or omissions of the U. S. Government, such suspension, delay, or interruption shall be considered as if ordered by the 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 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 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 generally infested area by the United States Department of Agriculture for the imported fire ant. Compliance with the quarantine regulations established by this authority as set forth in USDA Quarantine No. 81 dated 9 October 1970, and USDA Publication 301.81-2A of 23 July 1976, is required for operations hereunder.

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, Box 83, Goldsboro, North Carolina 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: "Before entering a payment unit for purpose of harvesting timber, the Contractor must make complete payment for all timber in that payment unit. The amount of each payment shall be determined by multiplying the total volume in that unit by the price per unit volume for the entire contract; i.e., \$ per MBF sawtimber and \$ per cord pulpwood."

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)".

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	313 MBF	\$ _____	\$ _____
Pine Pulpwood	314 CDS	\$ _____	\$ _____
Hardwood Sawtimber	7 MBF	\$ _____	\$ _____
Hardwood Pulpwood	125 CDS	\$ _____	\$ _____
		GRAND TOTAL \$	_____

THE FOREGOING ESTIMATED VOLUMES ARE NOT GUARANTEED. IT IS THE RESPONSIBILITY OF EACH PROSPECTIVE BIDDER TO SATISFY HIMSELF AS TO THE QUANTITY AND QUALITY OF WOOD PRODUCTS TO BE REMOVED. The timber is to be sold on a payment unit basis.

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

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

6. TELEGRAPHIC MODIFICATION OF BIDS may be made. Two signed copies of the telegram in a sealed envelope marked "Copies of telegraphic modification of bid for TIMBER SALE, COMPARTMENT 38, MARINE CORPS BASE, CAMP LEJEUNE, NC, Specification No. 05-87-9277" 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 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 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 harvesting pine which is marked with orange or yellow paint in the logging area. Wood products will be removed from the Base through gates and/or roads designated by the Contracting Officer.

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 designated trees to be cut are marked at approximately five feet above ground with orange or yellow paint. Trees bearing blue, white, or no markings will not be cut. Any dispute as to whether a tree should be harvested is subject to the decision of the Contracting Officer or his representative. All trees cut which bear blue, white, or no 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: The following is a summary of the timber volumes offered for sale. These volumes, both quantity and quality and tree counts are not guaranteed. It is the responsibility of each bidder to satisfy himself as to the quality and quantity of wood products to be removed. The volume of pine sawtimber is based on Scribner Log Rule, Form Class 78. The volume of hardwood sawtimber is based on Doyle Log Rule, Form Class 76. Pulpwood is calculated in cords (being 85 ft³/CD pine and 90 ft³/CD hardwood) of roundwood only; topwood is calculated on each payment unit summary sheet. The following utilization standards are used to determine merchantability limits.

PINE SAWTIMBER

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.
Defective Trees (any tree that will not produce full volume) will be 90 percent sound volume.

PINE PULPWOOD

Minimum Length Tree - 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.

HARDWOOD SAWTIMBER

Minimum Log Length - 8 feet after first 16-foot log
Minimum Diameter Breast Height - 12 inches D.O.B.
Minimum Diameter Small End - 8 inches D.I.B.

HARDWOOD PULPWOOD

Minimum Length Tree - 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.

5. The following is sold by payment units:

DIAMETER CLASS BREAKDOWN

SALE NAME C-38 COMP'T NUMBER 38
 STAND NUMBER 4 PAYMENT UNIT NUMBER I
 ACRES HARVESTED 28 DATE PREPARED 21 July 1986

SPECIES PINE

SOUND SAWTIMBER			DEFECTIVE SAWTIMBER			PULPWOOD		
DBH CLASS	VOLUME(MBF)	TREES	DBH CLASS	VOLUME(MBF)	TREES	DBH CLASS	VOLUME(PT ³)	TREES
10	.180	5	10	.522	15	6	114.5	45
11	.600	10	11	1.737	35	7	139.0	35
12	.800	10	12	3.015	40	8	145.0	25
13	1.580	30	13	5.054	60	9	316.5	40
14	4.760	30	14	4.797	40	10	333.0	30
15	6.455	40	15	6.494	45	11	119.0	10
16	3.215	15	16	6.773	35	12	0	0
17	4.675	20	17	10.130	45	13	207.0	10
18	0	0	18	9.468	35	14	0	0
19	3.670	10	19	5.022	15	15	129.5	5
20	1.990	5	20	1.215	10	16		
21	2.055	5	21	3.636	10	17		
22	0	0	22	2.268	5	18		
23	2.790	5	23	2.511	5	19		
24			24			20		
25			25					
26			26					
27			27					
28			28					
29			29					
30			30					
31			31					
32			32					
33			33					
34			34					
35			35					
36			36					
37			37					
38			38					
39			39					
40			40					
TOTAL	32.770	185	TOTAL	62.642	395	TOTAL	1503.5	200
	33.838	191		61.847	390		1526.05	203

DIAMETER CLASS BREAKDOWN

SALE NAME C-38 COMP'T NUMBER 38
 STAND NUMBER 19 PAYMENT UNIT NUMBER I
 ACRES HARVESTED 56 DATE PREPARED 8-19-86

SPECIES PINE

SOUND SAWTIMBER			DEFECTIVE SAWTIMBER			PULPWOOD		
DBH CLASS	VOLUME(MBF)	TREES	DBH CLASS	VOLUME(MBF)	TREES	DBH CLASS	VOLUME(PT ³)	TREES
10	1.180	30	10	1.116	30	6	308.0	120
11	.980	20	11	3.911	85	7	694.5	175
12	2.870	40	12	8.991	120	8	1221.5	210
13	4.980	55	13	10.782	110	9	1230.5	145
14	4.280	35	14	10.445	90	10	1668.5	160
15	2.870	20	15	17.091	115	11	1300.0	100
16			16	10.031	55	12	1997.5	120
17	1.075	5	17	10.121	50	13	981.0	50
18	1.220	5	18	9.900	40	14	1544.5	65
19			19	14.693	50	15	707.5	25
20	1.820	5	20	7.457	25	16	960.0	30
21			21	2.025	5	17	359.0	10
22			22	4.532	10	18	617.0	15
23			23			19	1002.0	20
24			24	2.511	5	20	1858.0	35
25			25					
26			26					
27			27					
28			28					
29			29					
30			30					
31			31					
32			32					
33			33					
34			34					
35			35					
36			36					
37			37					
38			38					
39			39					
40			40					
TOTAL	21.275	215	TOTAL	113.606	790	TOTAL	16449.5	1280
	21.571	218		113.979	794		16717.8	1301

05-87-9277
02000 - 7

196.68 CORDS

DIAMETER CLASS BREAKDOWN

SALE NAME C-38 COMP'T NUMBER 38
 STAND NUMBER 23 PAYMENT UNIT NUMBER I
 ACRES HARVESTED 24 DATE PREPARED 23 July 1986
 SPECIES PINE

SOUND SAWTIMBER			DEFECTIVE SAWTIMBER			PULPWOOD		
DBH CLASS	VOLUME(MBF)	TREES	DBH CLASS	VOLUME(MBF)	TREES	DBH CLASS	VOLUME(PT ³)	TREES
10	.332	11	10	.191	5	6	148.9	57
11	1.617	33	11	.768	14	7	289.7	71
12	2.059	31	12	1.665	24	8	242.7	44
13	1.072	12	13	3.445	36	9	555.8	65
14	1.674	15	14	1.966	16	10	486.8	43
15	2.175	15	15	6.115	41	11	305.2	25
16	2.149	11	16	7.041	37	12	279.3	18
17	3.975	18	17	9.342	42	13	185.4	10
18	1.530	6	18	9.970	38	14	221.6	10
19	2.742	9	19	11.882	40	15	193.3	7
20	.634	2	20	7.190	21	16	149.2	5
21	.715	2	21	4.165	10	17	251.4	7
22	1.512	3	22	3.744	8	18	153.1	4
23	0	0	23	4.530	9	19	84.8	2
24	.611	1	24	1.796	3	20	543.3	10
25			25	.611	1			
26			26	1.584	2			
27			27	.730	1			
28			28					
29			29					
30			30					
31			31					
32			32					
33			33					
34			34					
35			35					
36			36					
37			37					
38			38					
39			39					
40			40					
TOTAL	22.797	169	TOTAL	76.735	348	TOTAL	4090.5	378

DETTALLY 4.000 24 13.500 81 48.12 cds
 ACTUAL 18.797 145 63.235 267 3.51 cds 53
 VOLUME 44.61 cds 325

DIAMETER CLASS BREAKDOWN

SALE NAME C-38 COMP'T NUMBER 38
 STAND NUMBER 4 PAYMENT UNIT NUMBER I
 ACRES HARVESTED 28 DATE PREPARED 3 Sep 86
 SPECIES HARDWOOD

SOUND SAWTIMBER			DEFECTIVE SAWTIMBER			PULPWOOD		
DBH CLASS	VOLUME(MBF)	TREES	DBH CLASS	VOLUME(MBF)	TREES	DBH CLASS	VOLUME(PT ³)	TREES
10			10			6		
11			11			7		
12	.12	5	12			8	394.5	80
13			13			9	731	105
14	.26	5	14			10	594.5	70
15	1.455	20	15			11	530	50
16			16			12	600	50
17	.48	5	17			13	369	25
18			18			14	372.5	20
19	.83	5	19			15	329.5	15
20			20			16		
21	.89	5	21			17	267	10
22			22			18	314	10
23			23			19	308.5	10
24	2.56	10	24			20	800.5	20
25			25					
26			26					
27			27					
28			28					
29			29					
30			30					
31			31					
32			32					
33			33					
34			34					
35			35					
36			36					
37			37					
38			38					
39			39					
40			40					
TOTAL	6.595	55	TOTAL			TOTAL	5611	465
	7.074	59					5659	469

DIAMETER CLASS BREAKDOWN

SALE NAME C-38 COMP'T NUMBER 38
 STAND NUMBER 19 PAYMENT UNIT NUMBER I
 ACRES HARVESTED 56 DATE PREPARED 3 Sep 86
 SPECIES HARDWOOD

SOUND SAWTIMBER			DEFECTIVE SAWTIMBER			PULPWOOD		
DBH CLASS	VOLUME(MBF)	TREES	DBH CLASS	VOLUME(MBF)	TREES	DBH CLASS	VOLUME(PT ³)	TREES
10			10			6	235	90
11			11			7	565	155
12			12			8	914.5	175
13			13			9	306	45
14			14			10	574.5	70
15			15			11	827.5	75
16			16			12	590	40
17			17			13	180	10
18			18			14	1138.5	55
19			19			15	117.5	5
20			20			16		
21			21			17		
22			22			18		
23			23			19		
24			24			20	485.5	10
25			25					
26			26					
27			27					
28			28					
29			29					
30			30					
31			31					
32			32					
33			33					
34			34					
35			35					
36			36					
37			37					
38			38					
39			39					
40			40					
TOTAL			TOTAL			TOTAL	5934	730

5486 675

6. CUTTING: All trees marked with orange or yellow paint shall be cut. Stump or stump splinter height shall not exceed one foot or be less than 4 inches from the surface of the ground on all sides. No tree which is not properly marked for harvest shall be cut without permission of the Contracting Officer or his representative. All merchantable trees shall be limbed and topped before skidding or bunching except in clearcuts. All pulpwood and topwood is to be skidded and stacked at the logging deck during the sawtimber operation. Directional felling will be used at all times and fellerbunching machines shall be used in those stands designated on the logging area map.

7. SLASH DISPOSAL: All logging slash shall be removed a distance of 25 feet from all designated roads, trails, fences, bridges, culverts, drainage-ways, 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 cutting progresses. No tops will be left against standing timber. Woods roads, paths, logging trails and fire breaks will be clean and passable at all times. No timber slash or refuse shall be left on the right-of-way of any communication line, power line, gas line, or any utility right-of-way.

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 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:

\$15.00 for each negligently damaged pulpwood tree

\$35.00 for each negligently damaged sawtimber tree

\$50.00 for each unauthorized removal of undesignated timber

\$100.00 for each red-cockaded woodpecker tree

These amounts shall be in addition to amounts payable under paragraphs 8 and 8.1, 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).

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 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 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 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.

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 gullying 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.

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END OF SECTION
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