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Confidential Records Management, Inc. New Bern, NC 1-888-622-4425 9/08 NAVFAC 4280/1 (REV. 12-73) s/n 0105.LF.025.5001

DUPLICATE ORIGINAL

CONTRACT N62470-86-S-5529

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

SQUIRES TIMBER CO. (Contractor)

for

TIMBER SALE, ASBESTOS PIT EXPANSION

at the

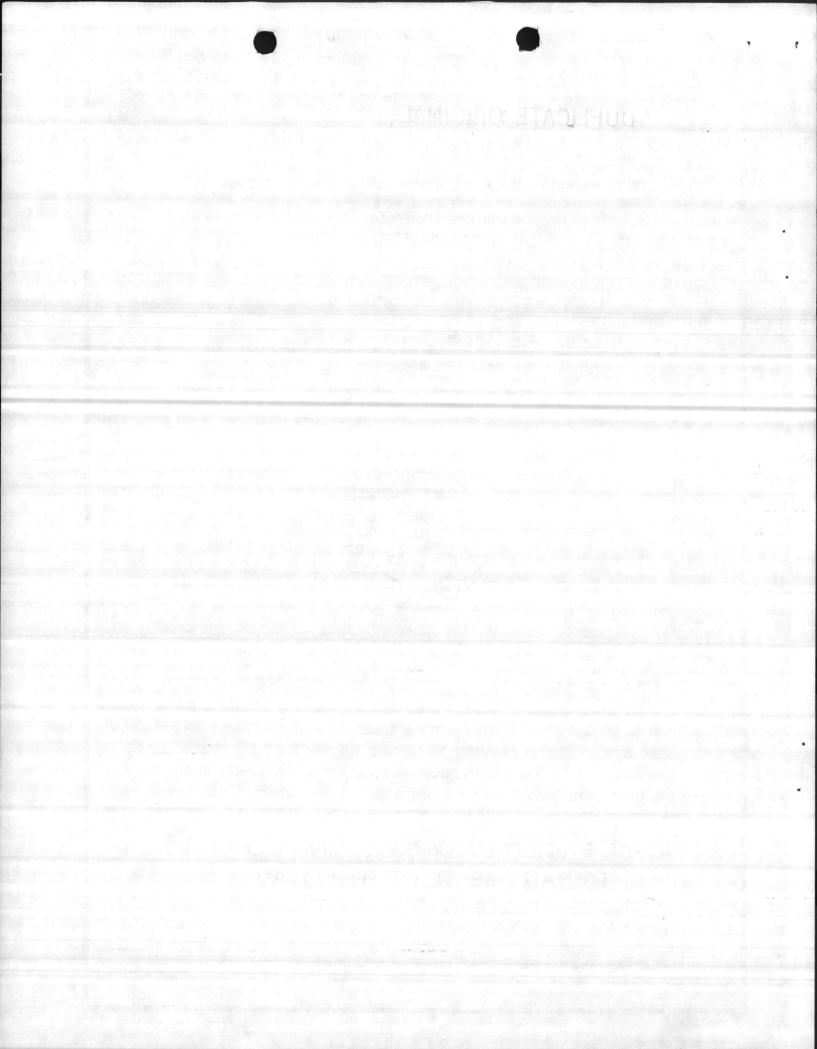
MARINE CORPS BASE,

CAMP LEJEUNE, NORTH CAROLINA



NAVAL FACILITIES ENGINEERING COMMAND DEPARTMENT OF THE NAVY

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D AND AWA	RD	INVITATION FOR BIDS NO. NUMPTO-86-B-5529	PAGE NO. 2
t the Offic Jacks Room Camp	Dffic Jacks Marin Camp BIDS W Ce of Sonvi 26,	er in Charge onville North Carolina e Corps Base Lejeune, North Carolina IL BE OPENED AT 2:00 PM, 13 T Officer in Charge of C ille North Carolina Area Building 1005, Marine C	28542 MAY 1986 Construction
	t the Offi Jack Room	ADDRESS Offic Jacks Marin Camp BIDS WI t the Office of Jacksonvi Room 26, Camp Leje	ADDRESS YOUR BID TO Officer in Charge Jacksonville North Carolina Marine Corps Base Camp Lejeune, North Carolina BIDS WILL BE OPENED AT 2:00 PM, 13 T t the Office of Officer in Charge of C Jacksonville North Carolina Area Room 26, Building 1005, Marine C Camp Lejeune, North Carolina 285

at the place designated above until the date and time specified above e accompanying schedule, will be received The General Sale Terms and Conditions, SF 114C, dated March 1974 and Supplement to SF 114C e' subject to: (1) dated March 1979

and such other special terms and conditions is attached or incorporated herein by reference and identified as Spec: No. 05-86-5529 and Amendment No. 1 (Copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.) (2) BID DEPOSIT IS NOT REQUIRED

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

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

after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$_____

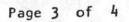
BIDDER REPRESENTS THAT: (Check appropriate boxes)

(1) He has, has not, inspected the property on which he is bidding.

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

NAME AND ADDRESS OF BIDDER (Sireel. city. state & ZIP Code) SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID (T) pe or print)

SQUIRES 214 BURG. JACKSON TELEPHONE NUMBER BIDDER IDENTIFICATION	TIMBER CO, AW HIGHWAY VILLE, N.C. 28540 347-4169 No. (If applicable):	SIGNER'S NAME & TITLE (Type of print RANDALL W. HEND	DERSON
A CONTRACT OF A	ACCEPTANCE BY THE GOVERNM	- GRETTENT TO	KESTER 7/13/86
ACCEPTED AS TO_ITEM(S) TOTAL BASE BI	NUMBERED	UNITED STATES OF AMERICA BY /s/ T. L. HUGUELET	DATE OF ACCEPTANCE
\$13,182.00	CONTRACT NUMBER(S) N62470-86-S-5529	NAME AND TITLE OF CONTRACTING OFF	EC, USN
BUDGET BUREAU NO. 29-R0022	SPEC. NO. 05-	Officer in Charge (Contracting Officer) -86-5529	STANDARD FORM 114 JAN 1970 EDITION General Services Administration FPMR (41 CFR) 101-45.3 114-108



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

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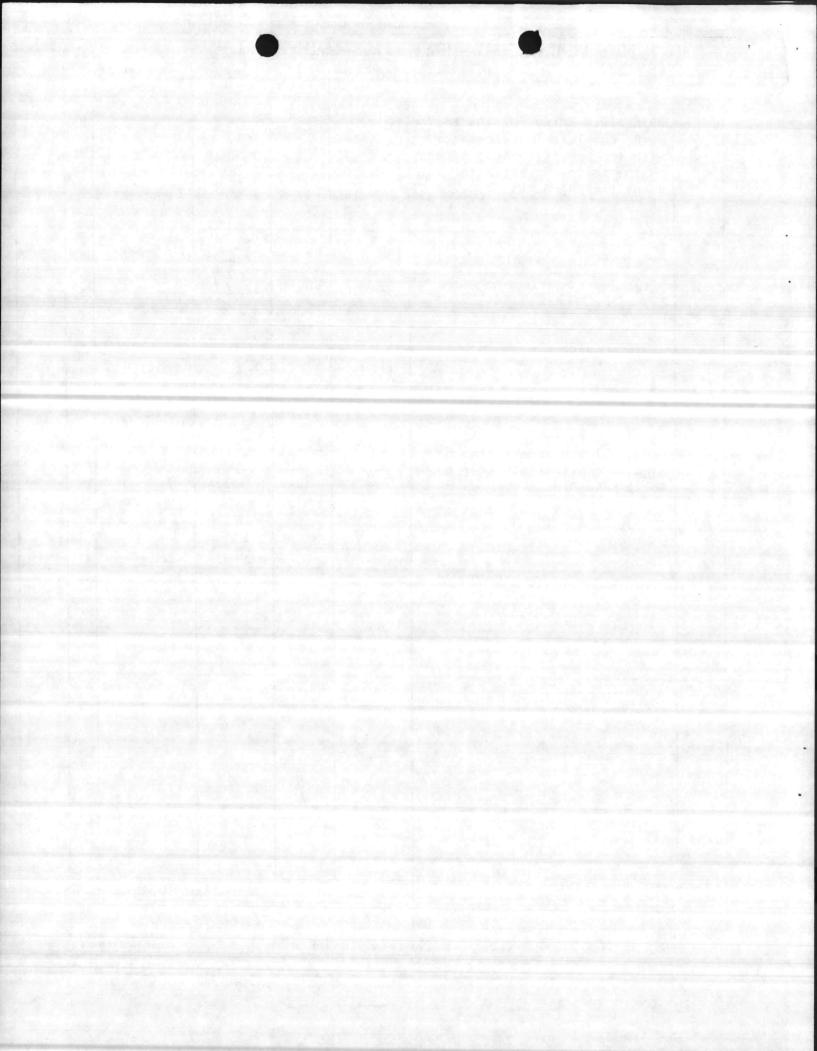
ITEM		QUANTITY	UNIT OF	PRICE BID	TOTAL PRICE B	ID ITI
NO.	ARTICLES FOR SALE	(No. of Units)	MEASURE	PER UNIT	DOLLARS	CTS N
1.	BASE BID. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:	ESTIMATED				
	Sawtimber	98	MBF	127.50	12,495	00
	Pulpwood	55	CDS	12.4909	12,495	00
	TOTAL BASE BID				\$ <u>13,182</u>	<u>0</u>
	Award of the contract, if made, will be made to the highest confirming bidder on Total Base Bid.					
						and the second
N0	-TO BE FILLED IN BY SALES OFFICE	NAME OF BIDDE		TIFICATION NO	IF APPLICABLE (Typ	e or print)
				TIMBE		

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SALE OF GOVERNMENT PROPERTY GENERAL SALE TERMS AND CONDITIONS

1. INSPECTION.

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

2. CONDITION AND LOCATION OF PROPERTY.

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

3. CONSIDERATION OF BIDS.

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

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

4. FORMS OF BID DEPOSITS AND PAYMENTS.

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

5. BID PRICE DETERMINATION.

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

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

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

6. PAYMENT.

The Purchaser agrees to pay for property awarded to him in accordance with the prices quoted in his bid. Subject to any adjustment made pursuant to other provisions of this contract, payment of the full purchase price, after applying the total bid deposit, if any, must be made within the time specified in the Invitation and prior to delivery of any of the property. If an adjustment is made requiring additional payment, such payment must be made immediately upon notice of such adjustment. In the absence of any debts owed to the selling agency, where the total sum becoming due to the Government from the Purchaser on a contract awarded to him under the Invitation is less than the total amount deposited with his bid, the difference will be promptly refunded and also, deposits accompanying bids which are not accepted will be made for any amount less than one dollar (\$1).

FOR BIDS NO.

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8. DELIVERY, LOADING, AND REMOVAL OF PROPERTY.

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

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

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

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

9. DEFAULT.

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

(TERMS AND CONDITIONS COMPLETELY REVISED)

MARCH 1974 EDITION General Services Administration FPMR (41 CFR) 101–45.3 114–405

STANDARD FORM 114C

PAGE

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

10. SETOFF OF REFUNDS.

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

11. INTEREST.

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

12. ADJUSTMENT FOR VARIATION IN QUANTITY OR WEIGHT.

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

13. WEIGHING, SWITCHING, AND SPOTTING.

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

14. RISK OF LOSS.

Unless otherwise provided in the Invitation, the Government will be responsible for the care and protection of the property subsequent to it being available for inspection and prior to its removal. Any loss, damage, or destruction occurring during such period will be adjusted by the Contracting fficer to the extent it was not caused directly or indirectly by the Purchaser, its agents, or employees. With respect to losses only, in the event the property is offered for sale by the "lot", no adjustment will be authorized under this provision unless the Government is notified of the loss prior to removal from the installation of any portion of the lot with respect to which the loss is claimed.

15. LIMITATION ON GOVERNMENT'S LIABILITY.

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

16. ORAL STATEMENTS AND MODIFICATIONS.

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

17. COVENANT AGAINST CONTINGENT FEES.

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

18. OFFICIALS NOT TO BENEFIT.

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

19. DISPUTES.

(a) Except as otherwise provided in the Invitatio concerning a question of fact arising under this cor-	which is not
disposed of by agreement shall be decided by	ing Officer,
who shall reduce his decision to writing	rise furnish
a copy thereof to the Purchase	Intracting
Officer shall be final and	dar days
from the date of -	or other-
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dispute heuer, the Purchaser shall proceed diligentl	y with the per-
formance of the contract and in accordance with th	e Contracting
Officer's decision.	the first state of the second

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

20. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION.

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

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

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

(c) This certification is not applicable to a foreign Bidder or Offeror submitting a bid or proposal for a contract which requires performance

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

21. ASSIGNMENTS OF CONTRACTS.

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

22. CLAIMS LIABILITY.

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

23. WITHDRAWAL OF PROPERTY AFTER AWARD.

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

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

24. ELIGIBILITY OF BIDDERS.

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

25. DEFINITIONS.

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

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

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

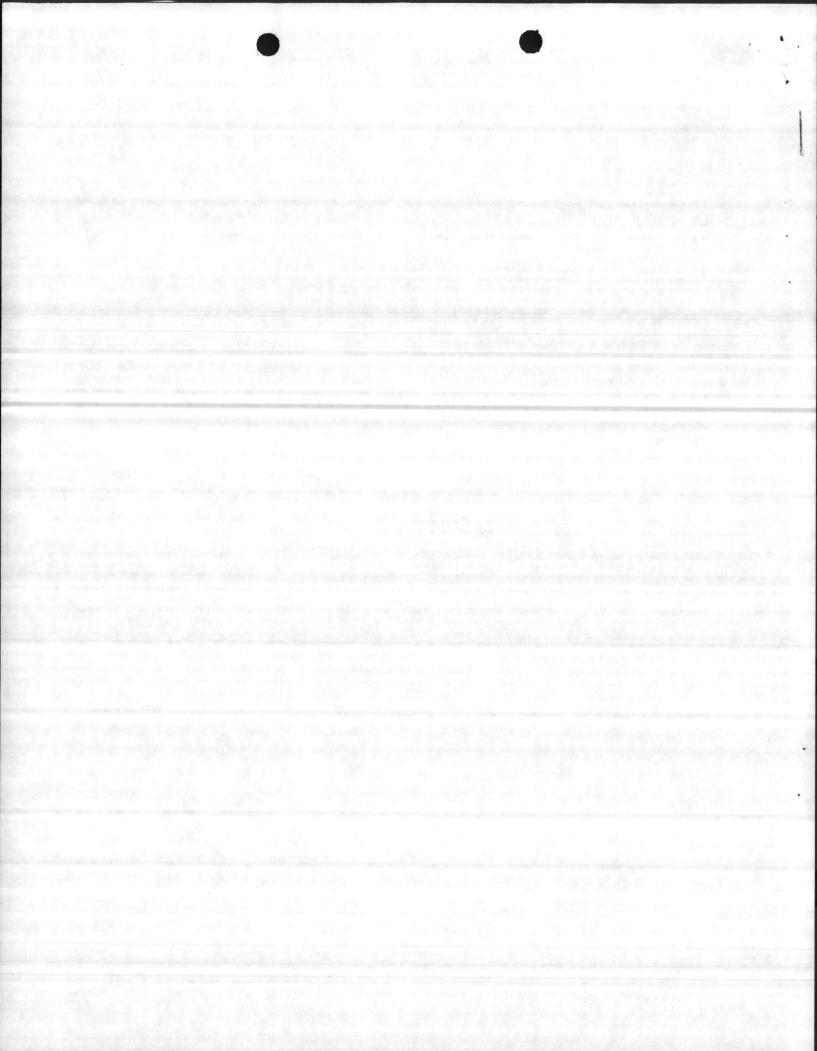
(c) Small Business. A small business concern for the purpose of the sale of Government-owned property, or! n timber, is a y owned and concern, including its affiliates, which is operated, is not dominant in its 6.4 d can further ISE au

(1) Manufacture OF CL	engaged in
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ail if its annual sales or annual receipts for iscal years do not exceed \$5 million. the or its 1 ... Rpile purchasers. Any concern primarily engaged in the

(3 purchase of materials which are not domestic products is small if its average annual sales or annual receipts for its preceding 3 fiscal years do not exceed \$25 million.

IL S GOVERNMENT PRINTING OFFICE : 1974 O - 540-461 (56-D)







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

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

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

a. <u>Overtime requirements</u>. No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such work to work in excess of eight hours in any calendar day or in excess of forty hours in such workweek on work subject to the provisions of the Contract Work Hours and Safety Standards Act unless such laborer or mechanic receives compensation at a rate not less than one and one-half times his basic rate of pay for all such hours worked in excess of eight hours in any calendar day or in excess of forty hours in such workweek, whichever is the greater number of overtime hours.

b. <u>Violation; liability for unpaid wages; liquidated damages</u>. In the event of any violation of the provisions of paragraph (a), the Contractor and any subcontractor responsible therefor sahll be liable to any affected employee for his unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph (a) in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph (a).

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

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

e. <u>Records</u>. The Contractor shall maintain payroll records containing the information specified in 29 CFR 515 2(a). Such records shall be preserved for three years from the completion of the contract.

28. EQUAL OPPORTUNITY (1978 SEP). /If, during any twelve (12) month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded Federal contracts and/or subcontracts which have an aggregate value in excess of \$10,000, the Contractor shall comply with (1) through (7) below. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause. /

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

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

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

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

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



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

(6) In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Exeuctive Order No. 11246 of September 24, 1956, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Exeuctive Order No. 11375 of October 13, 1967, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

31. SECURITY REQUIREMENTS. No employee or representative of the Purchaser will be admitted to the site of the work unless he furnishes satisfactory proof that he is a citizen of the United States or if an alien, his residence within the United States is legal. All employee or representatives of the Purchaser shall wear identification badges in accordance with station requirements. The Purchaser shall provide each of his employees or representatives with a badge suitable to the Officer in Charge. This badge shall be substantially constructed and shall show the name of the Purchaser and a serial number. The Purchaser shall provide, in writing, and without cost to the Government, all information concerning identification and citizenship of the employees as required by the Officer in Charge. 32. FIRE PREVENTION AND PROTECTION. The Purchaser shall take all necessary precautions for the prevention of forest fires and shall take immediate steps to suppress all fires resulting from his operations. The Purchaser shall maintain at the site of the work, in suitable tool boxes, a sufficient number of hand fire tools so that each employee can be supplied with an axe and a shovel in case of fire. Smoking will be restricted to areas to be indicated by the Officer in Charge. No smoking will be permitted in restricted areas. Flame permits shall be obtained from the Officer in Charge prior to performing any burning operations. All fires, whether accidental or not, shall be reported immediately to the Officer in Charge. Any and all expense incurred by the Government in the process of extinguishing fires resulting from the negligence or fault of the Purchaser shall be reimbursed in full to the Government by the Purchaser.

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

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

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

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

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

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

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, and orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor.

The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance. (ASPR 7-103.28)

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

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

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

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

DISPUTES (1979 MAR):

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

B. "Claim" means

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

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

submission, as follows:

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

> (Contractor's Name) (Title)

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

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

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

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PREVIOUS EDITION UNUSABLE 05-86-5529 - AMENDMENT NO. 1 - PAGE 1

Prescribed by GSA FAR (48 CFR) 53.243

"10x. MANDATORY INSURANCE COVERAGE:

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

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

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

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

5. Other as required by state law.

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

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

> 05-86-5529 AMENDMENT NO. 1 PAGE 2

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NOTICE:

Bids to be opened at 2:00 P.M. 13 MAY 1986 at the office of Officer in Charge Of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542

CONTRACT N62470-86-B-5529

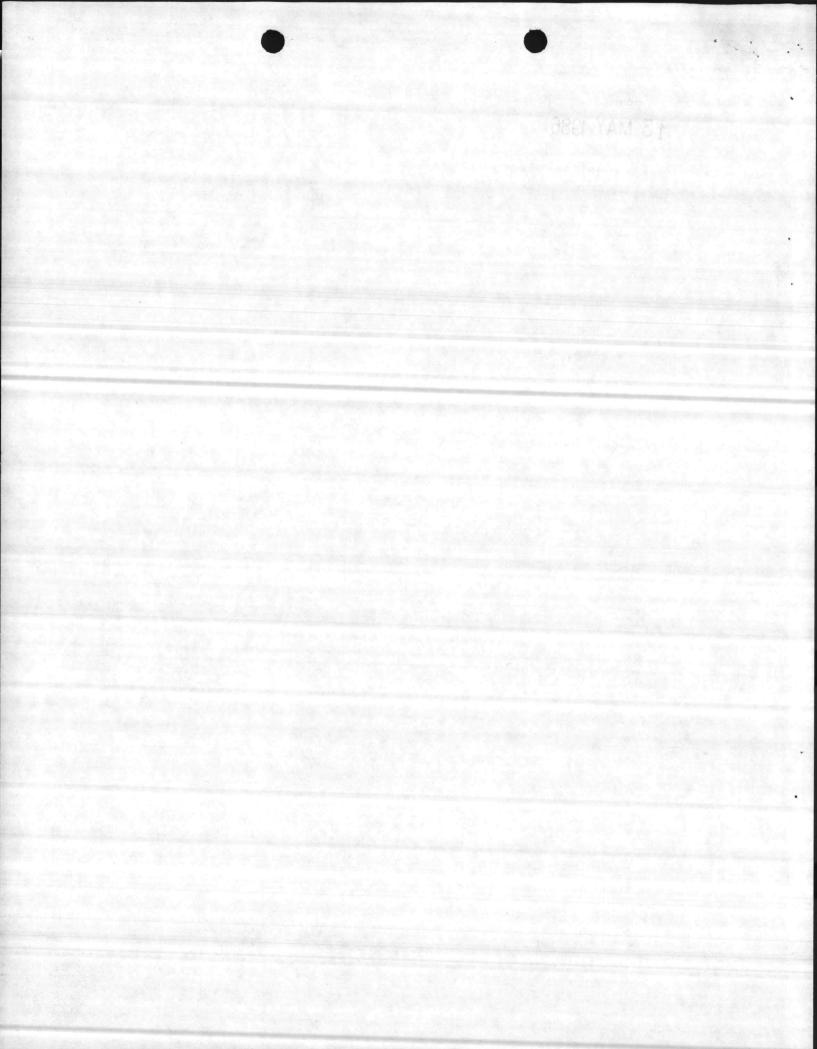
NAVFAC SPECIFICATION NO. 05-86-5529

TIMBER SALE, ASBESTOS PIT EXPANSION

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

05-86-5529



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

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

2. LOCATION: The timber is located at the Marine Corps Base, Camp Lejeune, North Carolina, as shown on the attached map(s). The map(s) are the property of the Government and shall not be used for any purpose other than that contemplated by the specification.

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

4. ESTIMATED VOLUMES:

PINE	VOLUME
Sawtimber	98 MBF
Pulpwood	55 CDS

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

6. DETAILED REQUIREMENTS:

6.1 The harvest access road is designated on the sale map.

6.2 Stump height shall not exceed 18 inches from the ground, measured on the uphill side of the stump. Tree tops must be lopped so that no portion is over five feet above the ground. Tops shall not be left outside the sale area. Trees shall be topped before skidding to the deck area.

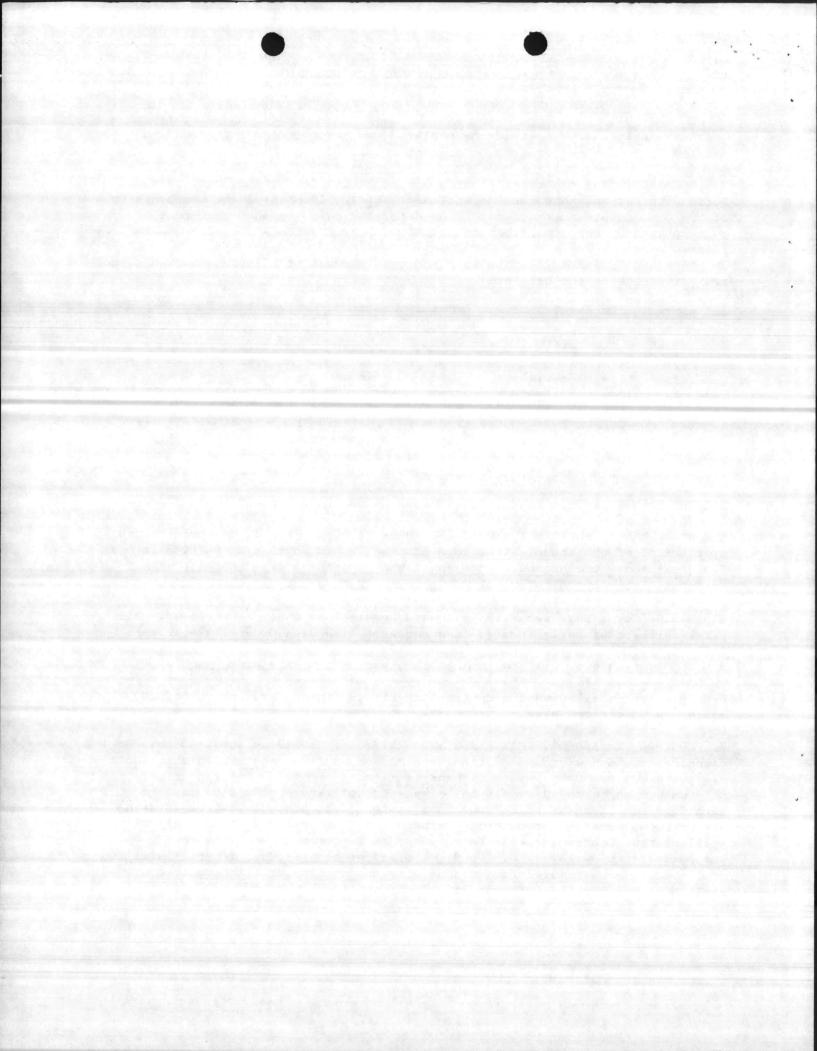
6.3 Marine Corps Base security rules and regulations shall be followed. All fires shall be properly secured in accordance with Base Order 11320.1F.

6.4 The Logging deck will be located as shown on the sale map.

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

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

> 05-86-5529 PAGE 1



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

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

> \$35.00 for each sawtimber tree \$15.00 for each small roundwood tree \$100.00 for each red-cockaded woodpecker tree

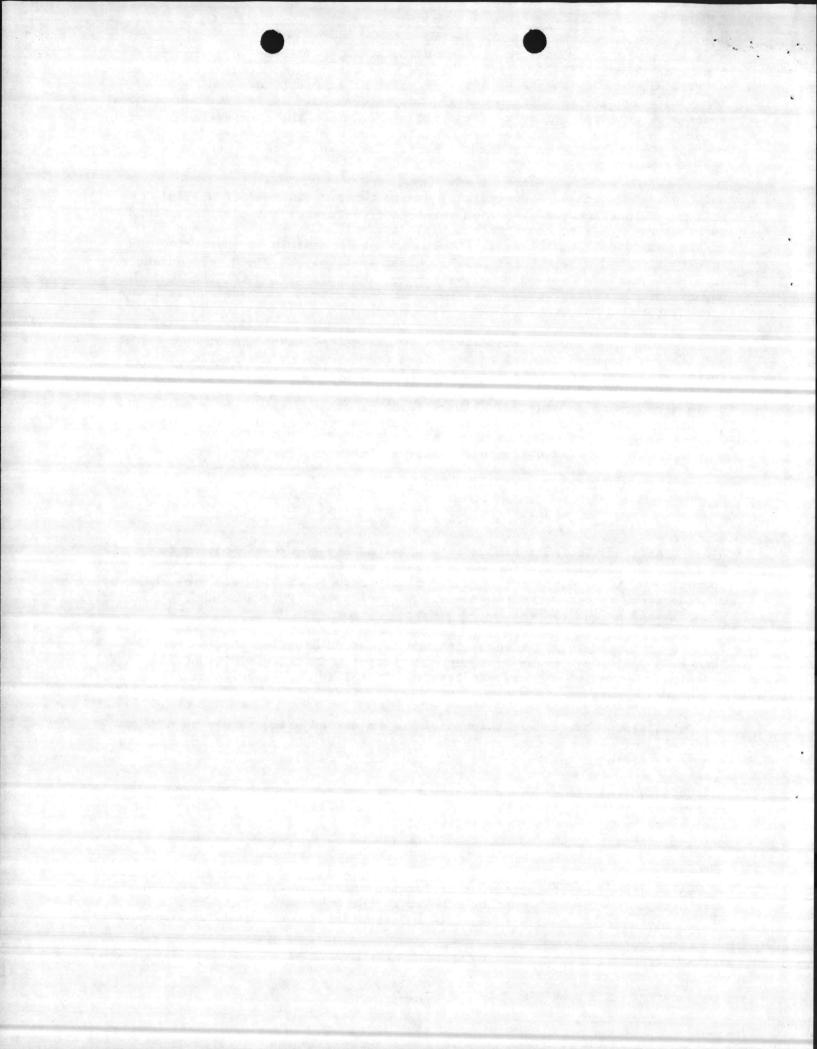
Damage, as used herein, includes injury to the living crown, bole or roots of undesignated trees. If areas are marked on the ground around such trees, operation of heavy equipment or skidding of products within said area shall be considered to be damage to the trees. If designated, Purchaser shall remove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

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

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

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

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



the Purchaser and approved by the Contracting Officer. In either case, the additional volume of all merchantable trees which were cut will be paid for at the bid price. Stumpage damaged by fire caused by negligence or fault of the Purchaser shall be cut. The Government will mark and tally stumpage and the Purchaser shall remove it from the Base. Payment which will occur prior to the harvest for such fire damaged products shall be made by the Purchaser at double the bid price. The harvesting of timber under this contract shall be accomplished by use of conventional or specialized equipment, when specified, and the application of standard forestry practices currently in use in the Work shall be conducted in a manner which minimizes the damage to area. residual timber, of all species, including natural regeneration. The use of tracked equipment having a blade or frame wider than the width of the tracks is restricted to: (1) the maintenance of established trails currently graded and maintained by the Base; (2) the construction and maintenance of necessary new haul roads as approved by the Contracting Officer; (3) the assistance of disabled vehicles; and (4) within the limits of designated areas to be cut only for felling trees, with no other use being permitted without prior approval.

10. MANDATORY INSURANCE COVERAGE:

(a) Prior to beginning the work, the successful bidder shall furnish to the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

		COVERAGE	
Type of Insurance	Per Person	Per Accident	
	Same at a		Property
Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
Automobile Liability	\$300,000	\$1,000,000	\$100,000
Workmen's Compensation	AS REQUIRE	ED BY STATE LAW	
(Other as required by state law)			

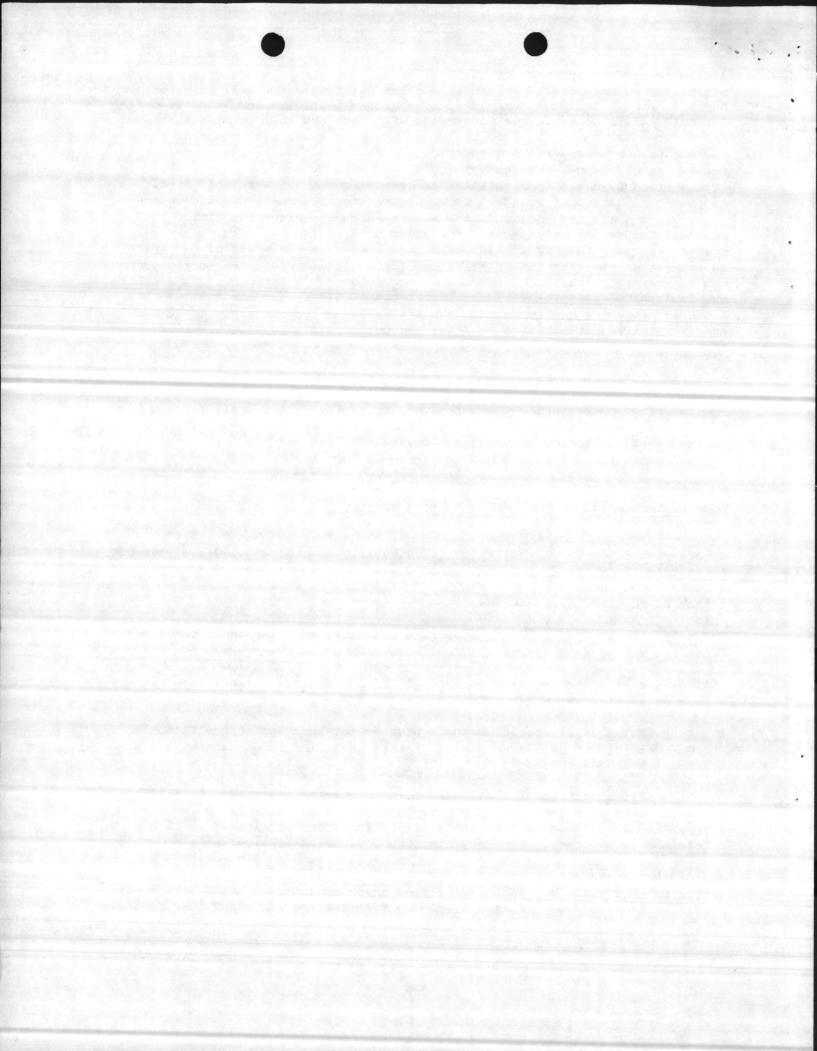
The comprehensive general and automobile liability policies shall contain a provision worded as follows:

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

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

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

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



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

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

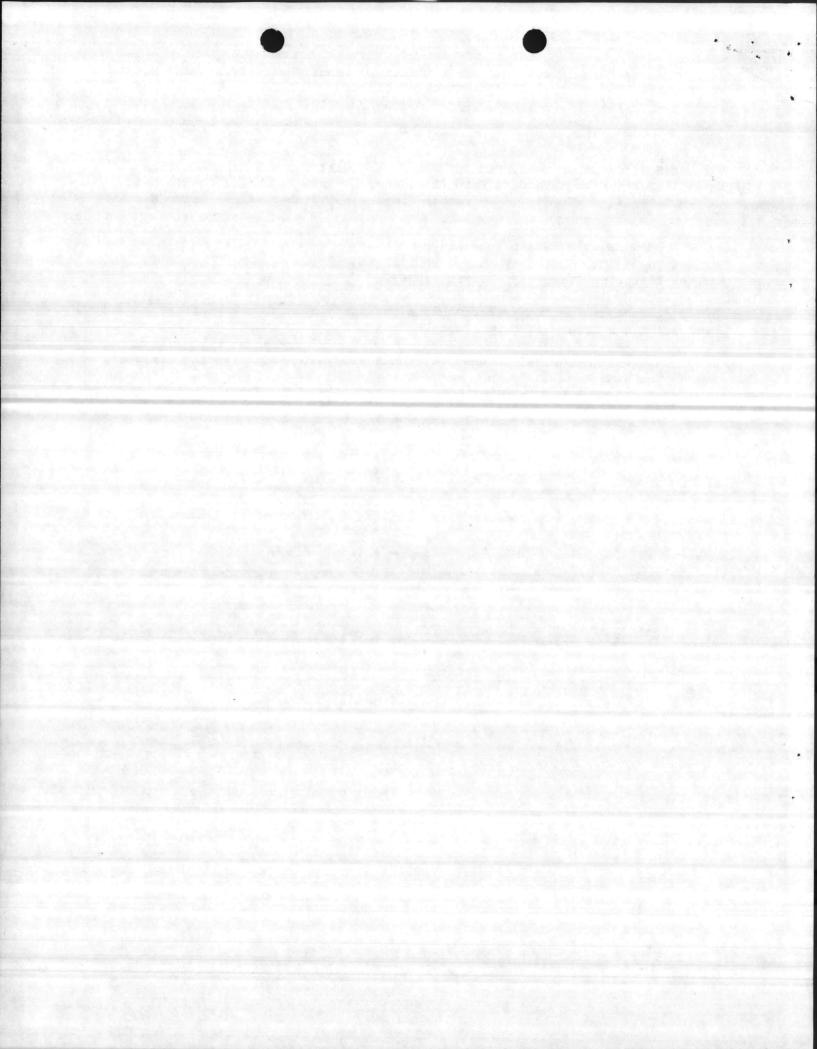
CHANGES TO STANDARD FORM 114-C:

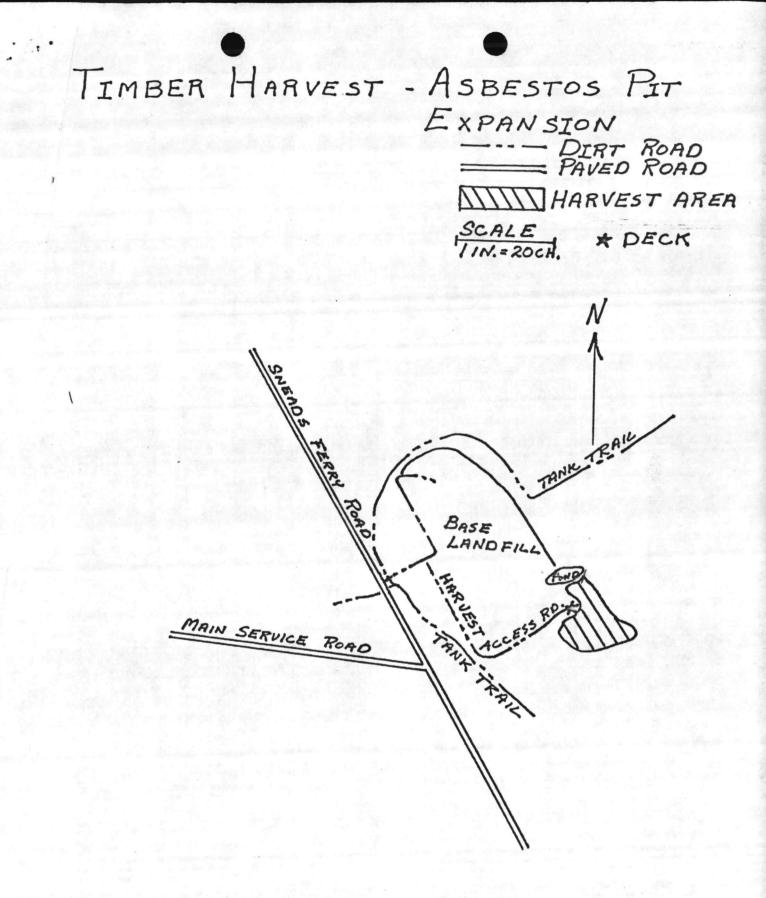
Add the following Clause 25. DEFINITIONS:

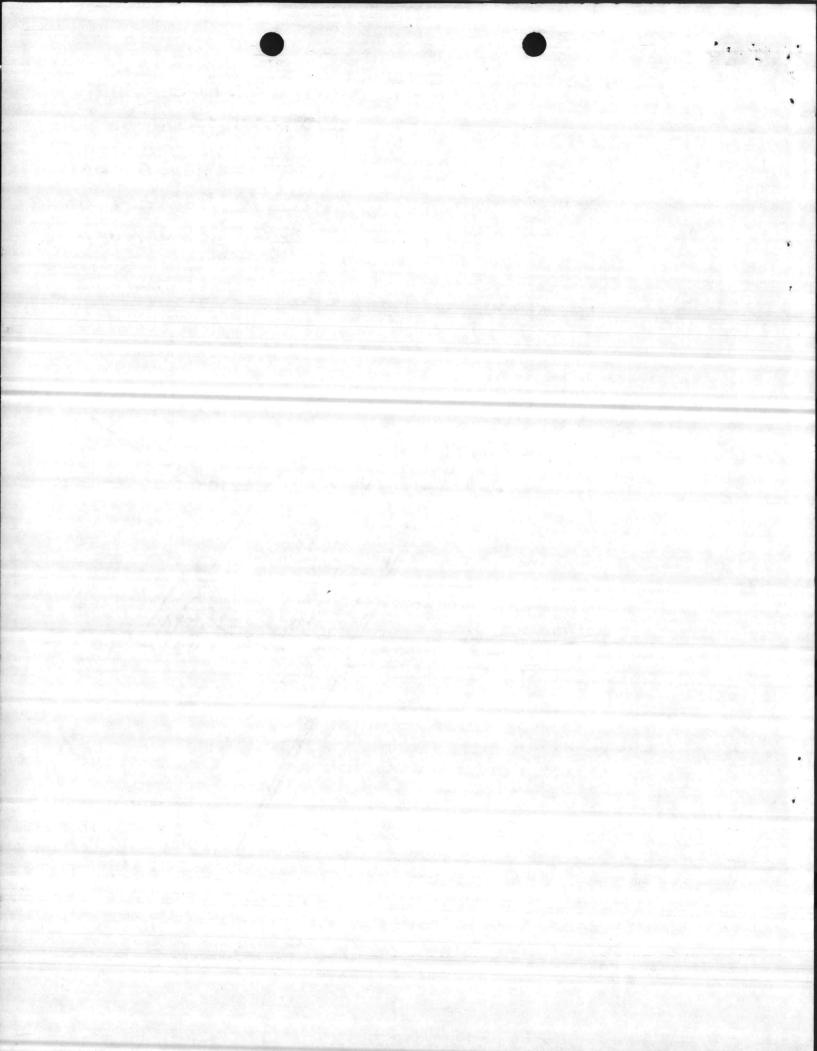
"(d) 'Purchaser' or 'Contractor' means the party signing the contract for purchase of the Government-owned timber."

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

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







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13	SALE OF GO	VERNMENT PROPERTY-	-BID AND AWARD	INVITATION FOR BIDS NO.	PAGE NO.
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FOR INFORMATION CONTACT (Name & Identification 28542 [Camp Lejeune, North Carolina 28542 Officer in Charge at the Office of Officer in Charge of Construct Jacksonville Jacksonville North Carolina Area Sealed bids in three cop ies for purchasing all items listed on the accompanying schedule, will be reference and identificated March 1979 Sealed bids in three cop ies for purchasing all items listed on the accompanying schedule, will be reference and identificated March 1979 and such other special terms and conditions, SF 114C, dated March 1974 and Supplement to SF 114C attached or [] incorporated herein by reference and identification of the specification of the specification of the set opposite each item, pursuant to Clause 6 of SF 114C and Para 9 of the Specification (3) Bidder is required to pay for any or all of the items listed on the Item Bid page as part of this Bid, at the set opposite each item, pursuant to Clause 6 of SF 114C and Para 9 of the Specification BID (This section to be completed 45 days after award. No time extensions will be allowed. BID (This section do be the property. The total amount of the Bid(s) is $$ 13 / 3 / 3 / 3 / 3 / 3 / 3 / 3 / 3 / 3 $	na 28542				
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Т	Marine Corps Base Jacksonville North Carolina Area Marine Corps Base Marine Corps Base Camp Lejeune, North Carolina 28542 North Carolina 28542 FOR INFORMATION CONTACT (Name & Int) BIDS WILL BE OFFICE AN ORTH CAROLINA 28542 Officer in Charge at the Office of Officer in Charge of Construct Telephone: Jacksonville North Carolina Area 919-451-2581 At the Office of Officer in Charge of Construct Sealed bids in three cop ies for purchasing all items listed on the accompanying schedule, will be rec Sealed bids in three cop ies for purchasing all items listed on the accompanying schedule, will be rec Sealed bids in three interms and conditions, SF 114C, dated March 1974 and Supplement to SF 114C adt dated March 1979 and such other special terms and conditions SI attached or incorporated herein by reference and identifie speci. No. 05-86-5529 and AmendmentNo.1 (Copies of these forms, unless attached hereto, are on file a issuing office and will be made available upon request.) (2) BID DEPOSIT IS NOT REQUIRED (3) Bidder is required to pay for any or all of the items listed on the Item Bid page as part of this Bid, at the J Completed 45 days after award. No time extensions will be allowed. BID Office bidder) In compliance with the above, the undersigned offers and agrees, if this Bid is accepted withim 60 calendar d after date of	f Construction			
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* GPO : 1970 OF-390-461 (32-K)

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FPMR (41 CFR) 101-45.3 114-108

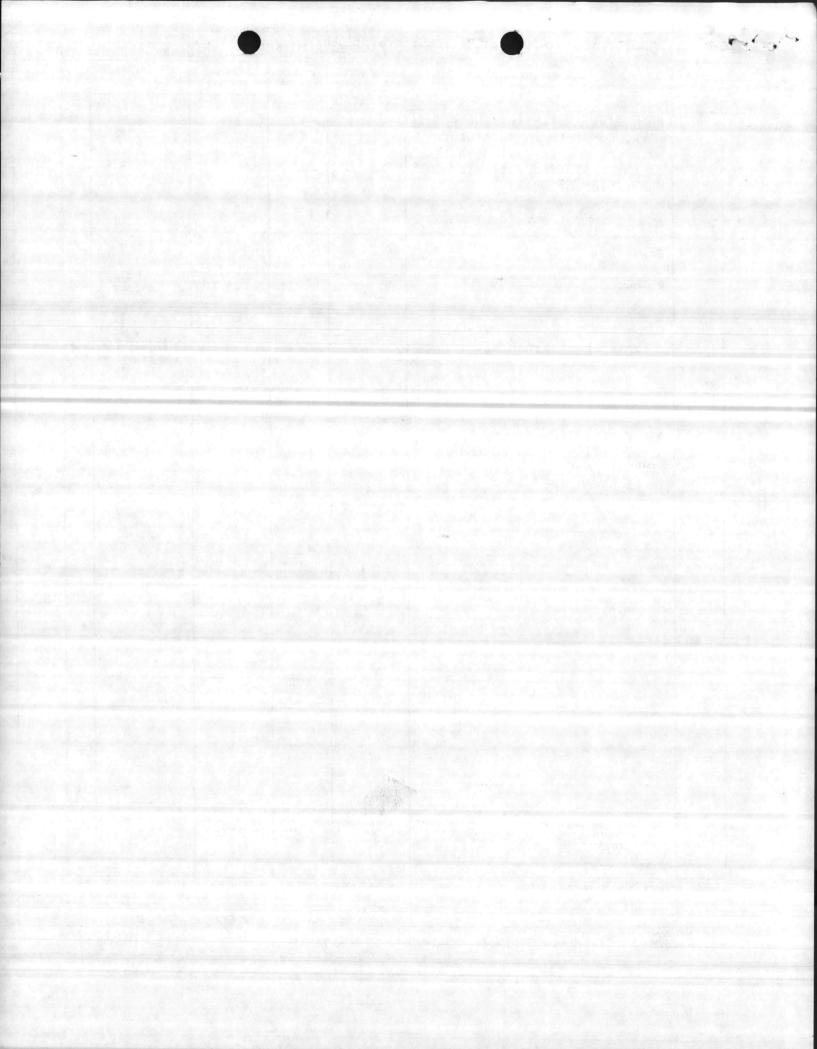


Page 3 of 4

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

SPEC. NO. 05-86-5529

SAL	LE OF GOVERNMENT PREERTY-ITEM B	ID PAGE-S	EALED BI	D 2470-	86-B-5529 PA	GEL
ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)		PRICE BID PER UNIT	TOTAL PRICE B	
1.	BASE BID. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:	ESTIMATED				
	Sawtimber	98	MBF	# 127.50	# 12,495	æ
	Pulpwood	55	CDS	12.4909	0 687	0
	TOTAL BASE BID				\$ <u>13,182</u>	0
	Award of the contract, if made, will be made to the highest confirming bidder on Total Base Bid.					
BID NO	-TO BE FILLED IN BY SALES OFFICE			TIMBE	IF APPLICABLE (T)p	e 07



	RETURN WIT		
SALE OF GOVERNMENT PROPERT	Y-BID AND AWARD	N62 -86-B-5529	PAGE NO. 2 C
	ADI	DRESS YOUR BID TO	20
Officer in Charge	0.5	ficer in Charge	
Jacksonville North Carolina An	rea Ja	cksonville North Carolina	Arias
Marine Corps Base	Ind	The Lorps Base	
Camp Lejeune, North Carolina 2 FOR INFORMATION CONTACT (Nume & Iel. no.)	28542 Ca	mp Leieune, North Carolina	28542
CONTACT (Nume & lel. no.)	BIL	S WILL BE OPENED AT 2.00 DM 13	
Officer in Charge Telephone:	a che office	of Unicer in charge of	Construction
919-451-2581	VULKSU	IVITE NOTED Larolina Are	-
515 451-2581	Room 2	6, Building 1005, Marine (Corps Bass
	Camp L	ejeune, North Carolina 285	542
Scaled bids in <u>three</u> cop ies for pu at the place designated above until the da The General Sale Terms and Conditions, dated March 1979 and such other special terms and condi	ate and time specified a , SF 114C, dated Ma	rch 1974 and Supplement to	SF 114C
and such other special terms and condi Sper.: No. 05-86-5529 and Amend issuing office and will be made available up	mentNo.1 (Copies of pon request.) (2) BID T	incorporated herein by reference these forms, unless attached hereto,	and identified as are on file at the
(3) Bidder is required to pay for any or a set opposite each item, pursuant to (Changes to SF 114C. The entire completed 45 days after award.	work, including	removal of all litter, sha	s Bid, at the price fication, 11 be
Big	O (This section to be completed	by the Bidder)	
In compliance with the above, the undersig	gned offers and agrees,	if this Bid is accepted within 60	
			calendar days
after date of Bid opening, to pay for a	and remove the property	. The total amount of the Bid(s) is	13, 182.00
BIDDER REPRESENTS THAT: (Check a)	ppropriate boxes)		
-/ - I has I has not inchected the		idding	
(5) (a) He has, has not, employed or working solely for the Bidder) to rolicit	retained any company of	or person (other than a full-time, bor	exceeds \$25,000.)
ompany or person (other than a full-time percentage or brokerage fee, contingent upo nation relating to (a) and (b) above as requ	1	is mas, inas not, paid or at	reed to pay any

mation relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee", see CFR, Title 41, Subpart 101-45.3.)

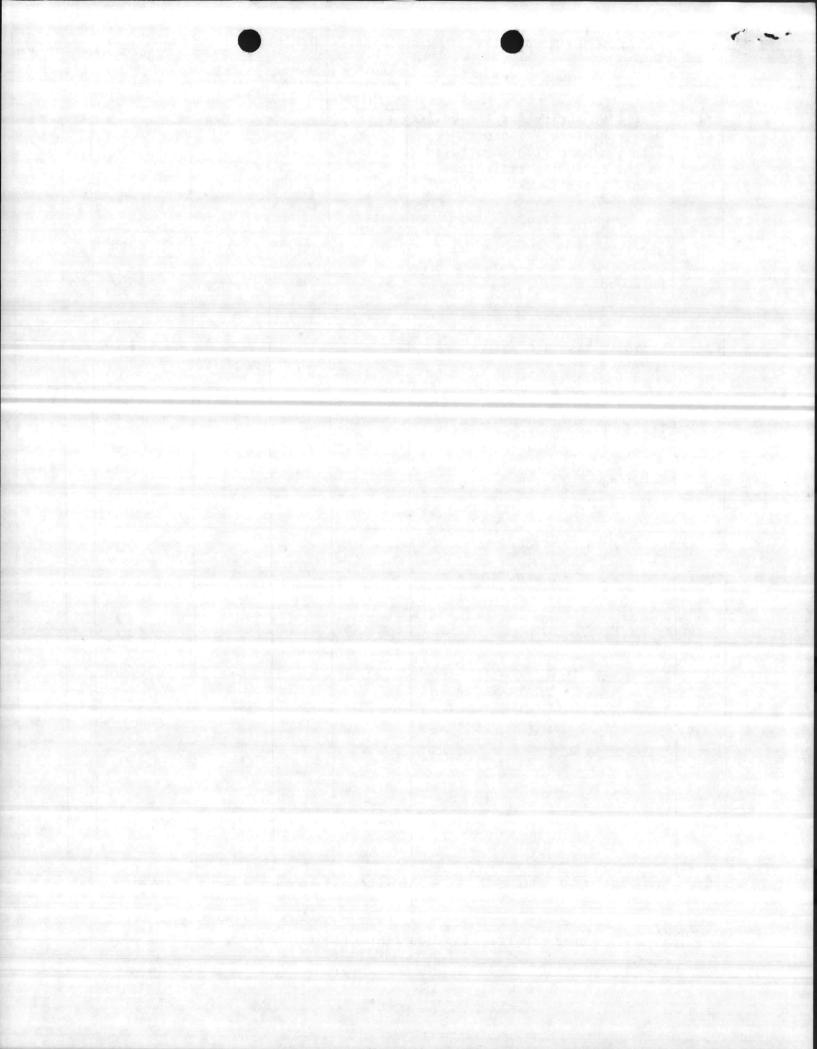
(Type or print) SQUIRES TIMBER CO, 214 BURGALD HIGHWAY TELEPHONE NUMBER: 347-4169 BIDDER IDENTIFICATION NO. (If applicable):		MANDALL W. NENL	DATE OF BID
ACCEPTED AS TO ITEM(S) TOTAL BASE BI		PROCUREMENT FO ENT (This section for Government use only) UNITED STATES OF AMERICA BY /S/ T. L. HUGUELET	DATE OF ACCEPTANCE
\$13,182.00	CONTRACT NUMBER(S) N62470-86-S-5529	NAME AND TITLE OF CONTRACTING OFF T. L. HUGUELET, CDR, C Officer in Charge	ICER EC, USN
BUDGET BUREAU NO. 29-R0022	SPEC. NO. 05-		STANDARD FORM 114 JAN 1970 EDITION General Services Administration FPMR (41 CFR) 101-45.3 114-108



Page 3 of 4

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

ITEM NO.	E OF GOVERNMENT PRERTY-ITEM B	QUANTITY (No. of Units)		PRICE BID PER UNIT	TOTAL PRICE B
1.	BASE BID. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:	ESTIMATED			
	Sawtimber	98	MBF	# 127,50	# 12,495 2 687
	Pulpwood	55	CDS	12.4909	0 687
	TOTAL BASE BID				\$ <u>13,182</u>
	Award of the contract, if made, will be made to the highest confirming bidder on Total Base Bid.				
BID NO	TO BE FILLED IN BY SALES OFFICE			TIMBE	IF APPLICABLE (T)p



	RETURN WITH	SID	
SALE OF GOVERNMENT PRETERTY		INVITATION BIDS NO. N62470-86-B-5529	PAGE NO. 2 C
Officer in Charge Jacksonville North Carolina Are Marine Corps Base <u>Camp Lejeune, North Carolina 28</u> FOR INFORMATION CONTACT (Name & Icl. no.)	ea Jack Mari 3542 Camp	ss your BID TO cer in Charge sonville North Carolina ne Corps Base Lejeune, North Carolina	Area
Officer in Charge Telephone: 919-451-2581	at the Office Jackson Room 26 Camp Le	of Officer in Charge of (ville North Carolina Area , Building 1005, Marine C	MAY 1986 Construction Corps Base,
Sealed bids in <u>three</u> cop ies for pur at the place designated above until the dat The General Sale Terms and Conditions, 2 dated March 1979	chasing all items e and time specified abo SF 114C, dated Marc	listed on the accompanying schedul ve h 1974 and Supplement to	e, will be received subject to: (1)
and such other special terms and conditi Spec: No. 05-86-5529 and Amendm issuing office and will be made available upo	ons ky attached or	incorporated herein by reference	and identified as are on file at the
(3) Bidder is required to pay for			Paul Contraction

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

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

calendar days after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$

BIDDER REPRESENTS THAT: (Check appropriate boxes)

(1) He has, has not, inspected the property on which he is bidding.

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

NAME AND ADDRESS OF BIDDER (Street, city, state & ZIP Code) SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BUD (Type or print)

GOVERNMENT TELEPHONE NUMBER:	Estimate	albert C Henry & SIGNER'S NAME & TITLE (Type or print)	DATE OF BID
BIDDER IDENTIFICATION	NO. (If applicable):	ALBERT C HENRY JR Timber MgT. ForesTER	9 May 86
	ACCEPTANCE BY THE GOVER	NMENT (This section for Government use only)	
ACCEPTED AS TO ITEM(S) NUMBERED	UNITED STATES OF AMERICA BY	DATE OF ACCEPTANCE
TOTAL AMOUNT	CONTRACT NUMBER(S)	(Contracting Officer) NAME AND TITLE OF CONTRACTING OFFICER	
BUDGET BUREAU NO. 29-R0022	SPEC. NO. O ORESTRY FET.	General	RD FORM 114 70 EDITION Services Administration 1 CFR) 101-45.3

Page 3 of 4

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

ITEM NO.	ARTICLES FOR SALE	QUANTITY (No. of Units)		PRICE BID PER UNIT	TOTAL PRICE BI	CTS NO
۱.	BASE BID. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:					
	Sawtimber	98	MBF	\$ 80%/18	7,840	00
	Pulpwood	55	CDS	#8 2/cd	- <u>7,840</u> - 440	00
	TOTAL BASE BID			\$	8,280	80
	Award of the contract, if made, will be made to the highest confirming bidder on Total Base Bid.					
	FORESTRY ES	T.				
NO	TO BE FILLED IN BY SALES OFFICE	NAME OF BIDDE	R AND IDENT	IFICATION NO., I	APPLICABLE (Typ	e or print)

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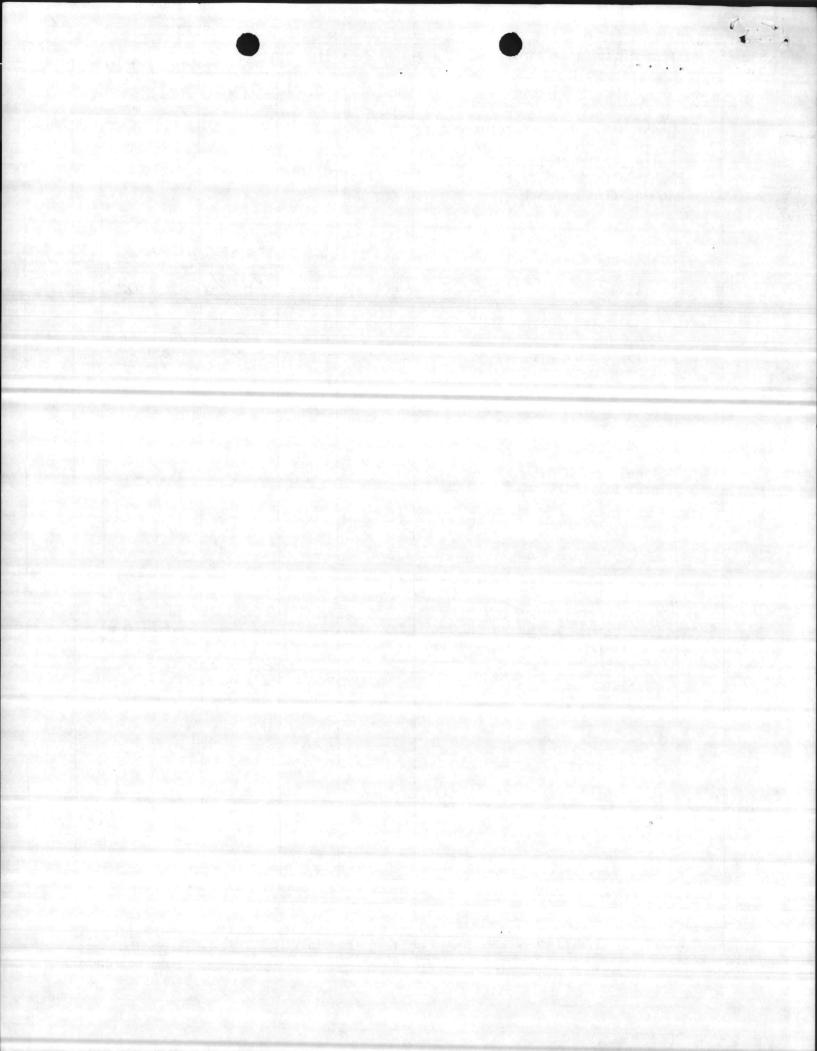
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NU. 05 -83436-1 554-002 GPO c43 16FPMR (41 CFR)101-45.3 114-305



SUR GOVERNMENT

PROPERTY

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

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

 Time of Opening
 2:00 P.
 M.
 EDST
 Time

 Date of Opening
 13 MAY 1986
 19_____.

 Place of Opening
 Office of Officer in Charge of Construction,

 Rm 26, Bldg.
 1005, Marine Corps Base, Camp Lejeune, NC

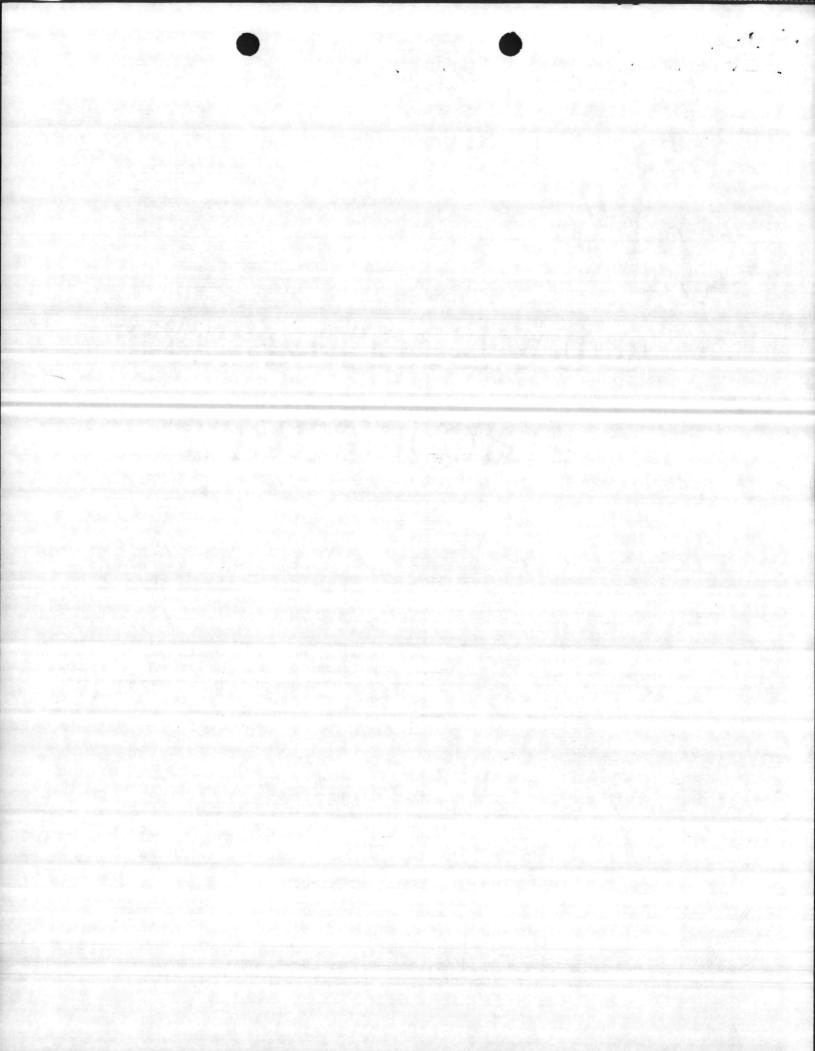
Bid Deposit IS NOT REQUIRED.

Inspection Invited

SEE ATTACHED NOTICE.



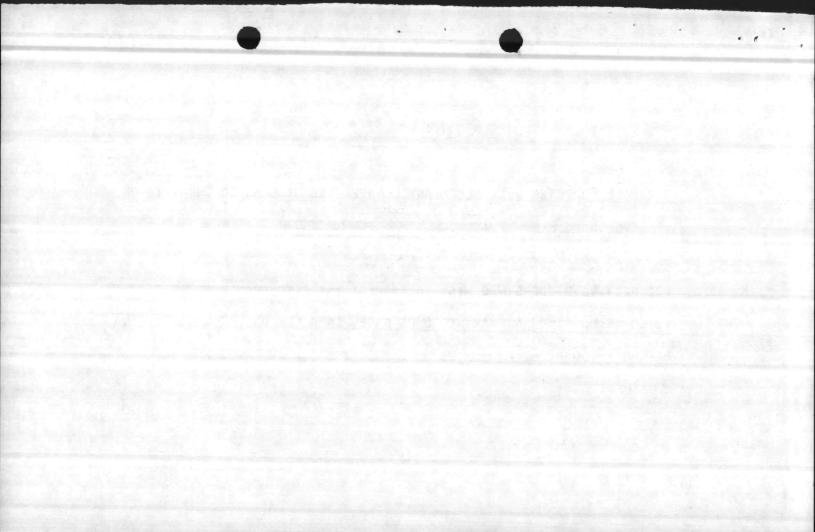
Issued by Officer in Charge, Jacksonville North Carolina Area Address <u>Rm 26, Bldg. 1005, Marine Corps Base, Camp Lejeune, NC 28542</u> Property Located at <u>Marine Corps Base, Camp Lejeune, North Carolina</u>



NOTICE

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

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



•	RETURN	WITH BI	•	
SALE OF GOVERNMENT PROPERTY-	-BID AND AW	ARD	INVITATION FOR B NO. N62470-86-B-5529	PAGE NO. 2 of 4
ISSUED BY Officer in Charge Jacksonville North Carolina Are Marine Corps Base Camp Lejeune, North Carolina 28 FOR INFORMATION CONTACT (Name & Iel. no.) Officer in Charge Telephone: 919-451-2581	542 at the Off Jac Boo	Offi Jack Marin Camp BIDS V Fice of ckson Om 26	S YOUR BID TO Cer in Charge Sonville North Carolina The Corps Base Lejeune, North Carolina WILL BE OPENED AT 2:00 PM, 13 of Officer in Charge of Ville North Carolina Are Building 1005, Marine jeune, North Carolina 28	MAY 1986 Construction a Corps Base,

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

and such other special terms and conditions is attached or incorporated herein by reference and identified as Spec: No. 05-86-5529 and AmendmentNo.1 (Copies of these forms, unless attached hereto, are on file at the issuing office and will be made available upon request.) (2) BID DEPOSIT IS NOT REQUIRED:

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

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

after date of Bid opening, to pay for and remove the property. The total amount of the Bid(s) is \$_____

BIDDER REPRESENTS THAT: (Check appropriate boxes)

(1) He has, has not, inspected the property on which he is bidding.

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

NAME AND ADDRESS O (Type or print)	BIDDER (Street. city. state & ZIP Cude)	SIGNATURE OF PERSON AUTHORIZED TO SIG	GN THIS BID
		SIGNER'S NAME & TITLE (Type or print)	DATE OF BID
TELEPHONE NUMBER:			
BIDDER IDENTIFICATION	NO. (If applicable):		in the second
	ACCEPTANCE BY THE GOVERNME	NT (This section for Government use only)	
ACCEPTED AS TO ITEM) NUMBERED	UNITED STATES OF AMERICA BY (Contracting Officer)	DATE OF ACCEPTANCE
TOTAL AMOUNT	CONTRACT NUMBER(5)	NAME AND TITLE OF CONTRACTING OFFICE	R
BUDGET BUREAU NO. 29-R0022	SPEC. NO. 05-	86-5529	STANDARD FORM 114 JAN 1970 EDITION General Services Administration

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

114-104

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Page 3 of 4

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

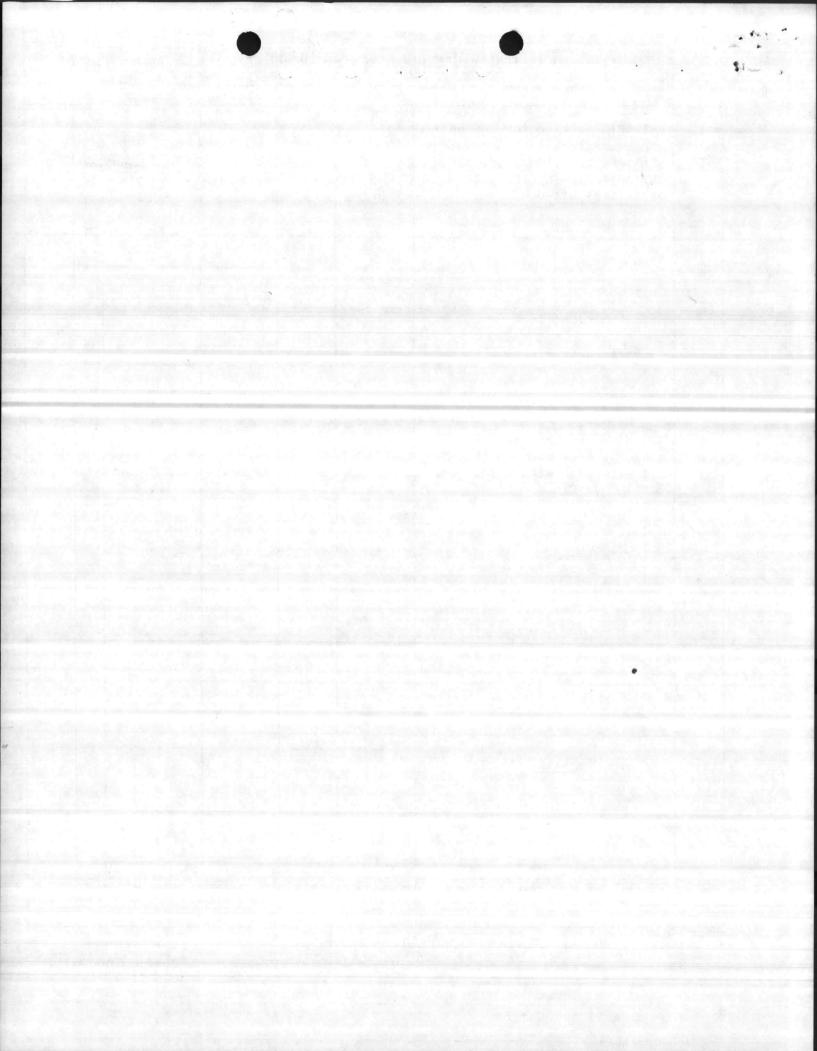
SPEC. NO. 05-86-5529

ITEM	ARTICLES FOR SALE	QUANTITY	UNIT OF	PRICE BID	TOTAL PRICE	
NO.		(No. of Units)	MEASURE	PER UNIT	DOLLARS	CTS N
1.	BASE BID. Price for the entire work, complete in accordance with the specification, based on the following estimated quantities of work:	ESTIMATED				
	Sawtimber	98	MBF			
	Pulpwood	55	CDS			
	TOTAL BASE BID				\$	
	Award of the contract, if made, will be made to the highest confirming bidder on Total Base Bid.					
			5. 10 17 17	and the second second		
D NO	-TO BE FILLED IN BY SALES OFFICE	NAME OF BIDDE	R AND IDENTI	FICATION NO.,	IF APPLICABLE (T)	pe or print)

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> SPEC. NO. 05-86-5529 c43-16-83436-1 554-002 GPO

FPMR (41 CFR)101-45.3 114-305





6.5 1

DEPARTMENT OF THE NAVY

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

IN REPLY REFER TO

JAX/02/MEC/fao N62470-84-0-79055529 10 June 1986

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

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

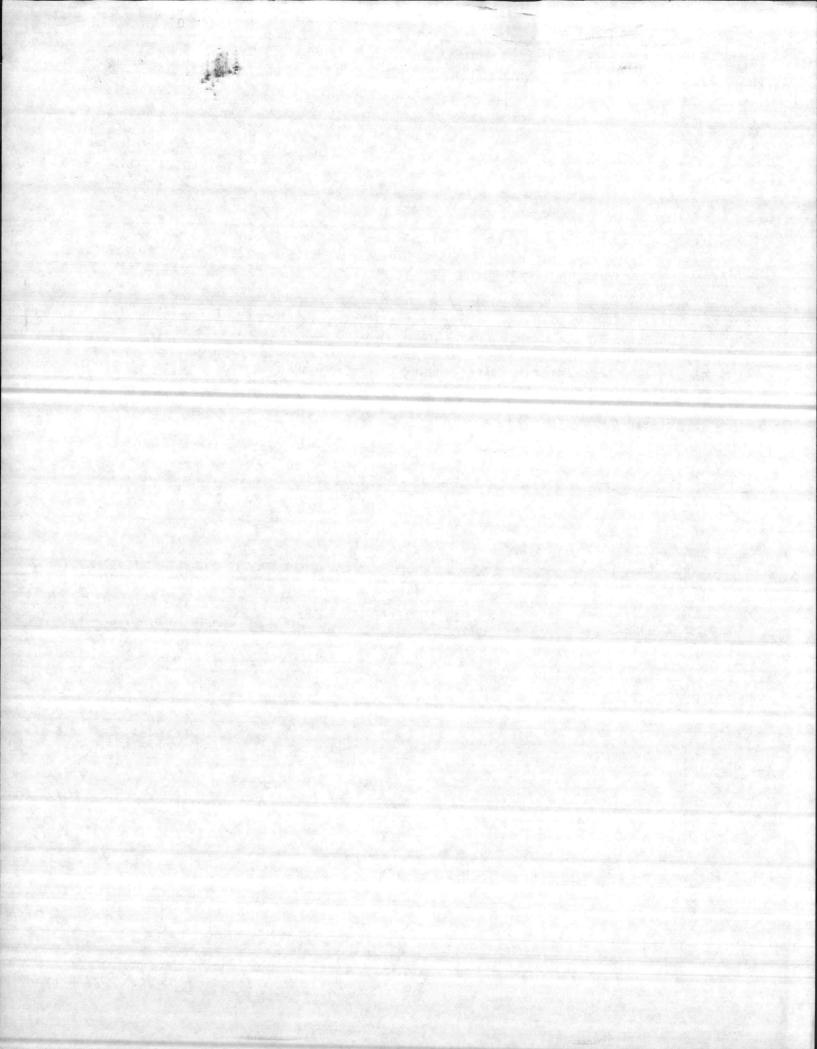
Encl: (1) Contractor's Release, Squires Timber Co.

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

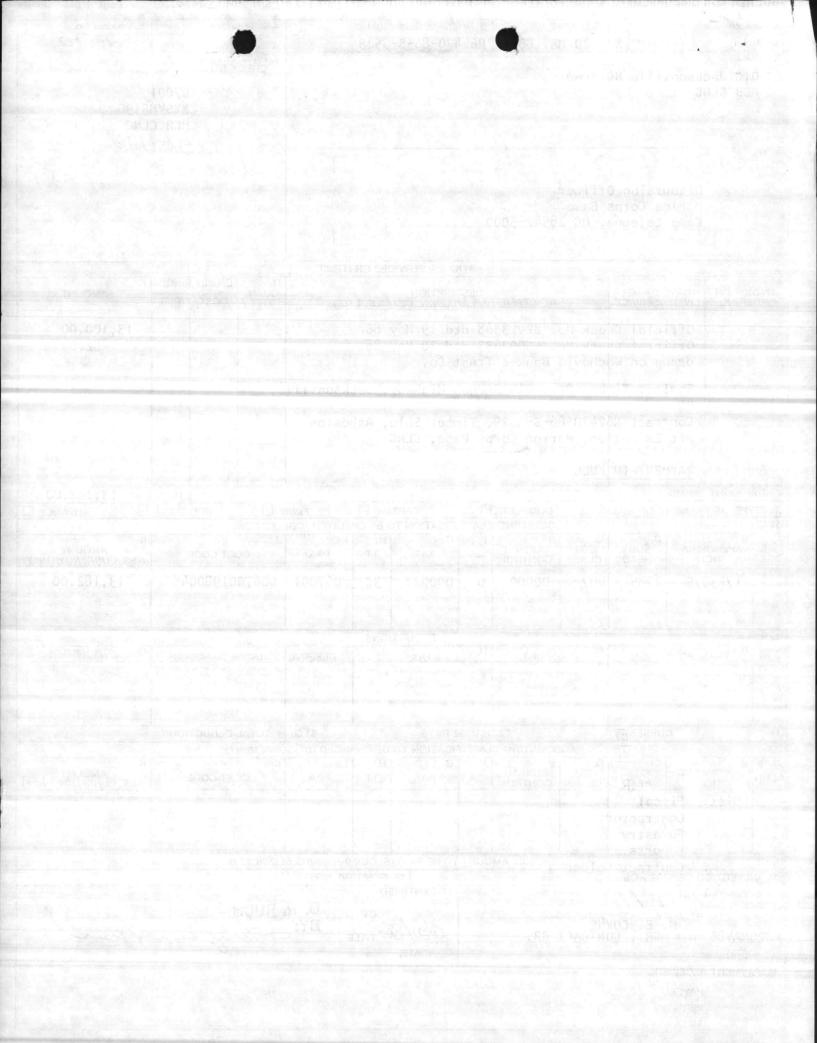
M. E. Caque

M. E. COYNE By direction

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



1. Purpose DISB.	COLLE	ст Ц	2. Date	lay 86	1000	eference Docu 470-86-S		A DESCRIPTION OF THE OWNER OF	4. Bill N	umber		5. Voucher No. 2390
6. FROM:	, COLLE		20 1	lay oo	INOZ	4/0-00-3	· >>>29		7. PAID			4070
OIC Ja MCB CL	cksonvi NC	lle N(C Area						CHEC	CK NO.	MCB (15190 CLNC
8. TO:					1						5/21	186
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CONDITIONS/INSTRUCTIONS GOVERNING USE OF THIS FORM

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1. This form may be used as a disbursement voucher/billing document or collection document. Accordingly, Block 1 must always be completed, indicating which.

2. When amounts under Block 9F are stated in foreign currency, the name of the currency is to be entered in the space provided under Block 12H.

3. If the ability to certify and authority to approve are combined in one person, only one signature is necessary; otherwise the approving officer will sign in Block 16, over his official title.

4. When this document is used as a disbursement voucher and payment is to be made in cash, the voucher must be receipted, using the space provided in Block 18. When the voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs must appear. For example, "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

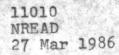
5. When used as a disbursement voucher/billing document the obligation and/or reimbursable order document number to which the disbursement or billing document applies must be cited in Block 3 on the reverse side.

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- From: Director, Natural Resources and Environmental Affairs Division, Marine Corps Base, Camp Lejeune To: Resident Officer in Charge of Construction, Jacksonville, North Carolina Area
- Subj: TIMBER SALE; REQUEST FOR
- Encl: (1) Contract Specification for Timber Sale Asbestos Pit Expansion

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

> P. E. BLACK Acting

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

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NOTICE:

Bids to be opened at 2+00 P.M. dAN d 0 1986 at the office of

Officer in Charge Of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542 CONTRACT N62470 86 8 5492

NAVFAC SPECIFICATION

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TIMBER SALE, AIR STATION ACCESS ROAD AND BORROW PIT

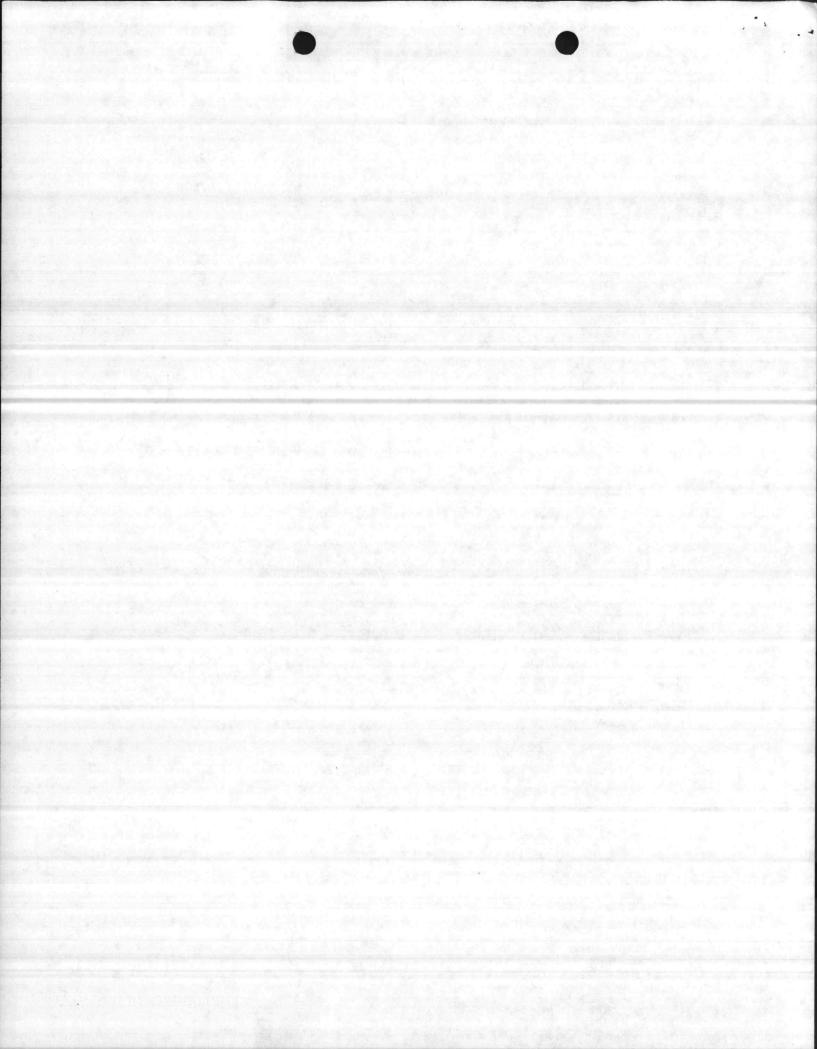
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JACKSONVILLE, NORTH CAROLINA

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TIMBER SALE, AIR STATION ACCESS ROAD AND DORROW PITat the

MARINE CORPO AIR STATION, NEW RIVER, JACKSONVILLE, NORTH CAROLINA

1. GENERAL INTENTION: It is the declared and acknowledged intention and meaning to remove timber from Government property. Moruse Corrs Base, Carry legeure

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

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

4. ESTIMATED VOLUMES:

PINE

VOLUME

Pine Sawtimber Pine Pulpwood Haydwood Pulpwood 98-134 MBF 55 43 CDS

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

6. DETAILED REQUIREMENTS:

THE HARVEST ACCESS ROMD IS DESIGNATED ON THE SALE MAD must be approved a

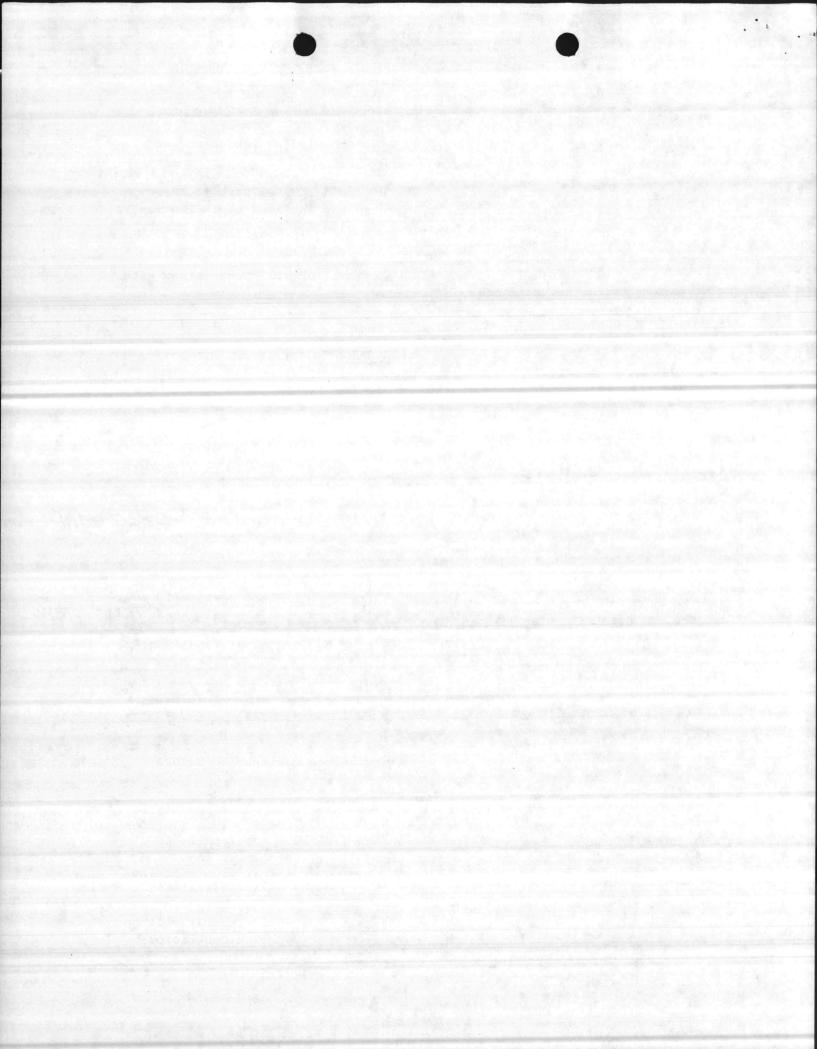
6.2 Stump height shall not exceed 18 inches from the ground, measured on the uphill side of the stump. Tree tops must be lopped so that no portion is over .

five feet above the ground. Tops shall not be left outside the sale area. TRESS SHALL BE FORD BEFORE SHOOLNON, TO THE DECK ACEN. 6.3 Marine Corps Air Station, New River security rules and regulations shall be followed. All fires shall be properly secured in accordance with Base Order 11320.1F.

Will be located as s ogging deck ! The sale map.

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

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



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

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

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

\$35.00 for each sawtimber tree

\$15.00 for each small roundwood tree

\$100.00 for each red-cockaded woodpecker tree

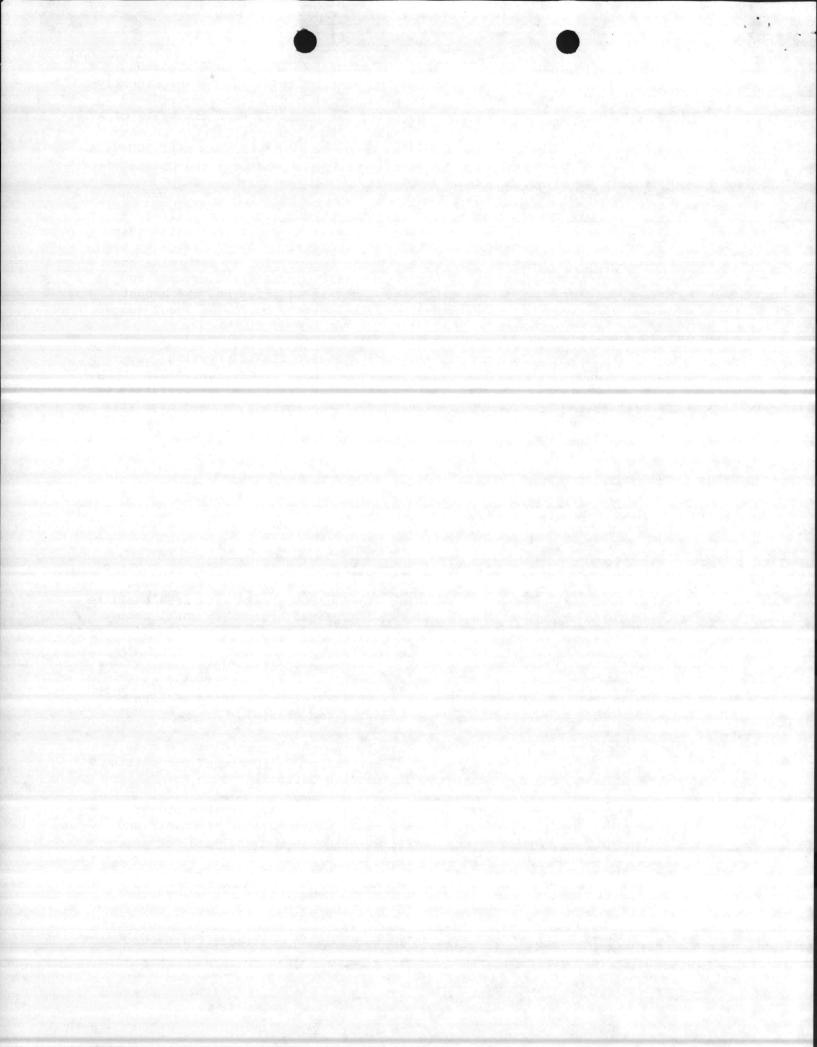
Damage, as used herein, includes injury to the living crown, bole or roots of undesignated trees. If areas are marked on the ground around such trees, operation of heavy equipment or skidding of products within said area shall be considered to be damage to the trees. If designated, Purchaser shall remove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

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

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

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

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



additional volume of all merchantable trees which were cut will be paid for at the bid price. Stumpage damaged by fire caused by negligence or fault of the Purchaser shall be cut. The Government will mark and tally stumpage and the Purchaser shall remove it from the Base. Payment which will occur prior to the harvest for such fire damaged products shall be made by the "Purchaser at double the bid price. The harvesting of timber under this contract shall be accomplished by use of conventional or specialized equipment, when specified, and the application of standard forestry practices currently in use in the area. Work shall be conducted in a manner which minimizes the damage to residual timber, of all species, including natural regeneration. The use of tracked equipment having a blade or frame wider than the width of the tracks is restricted to: (1) the maintenance of established trails currently graded and maintained by the Base; (2) the construction and maintenance of necessary new haul roads as approved by the Contracting Officer; (3) the assistance of disabled vehicles; and (4) within the limits of designated areas to be cut only for felling trees, with no other use being permitted without prior approval.

10. MANDATORY INSURANCE COVERAGE:

(a) Prior to beginning the work, the successful bidder shall furnish to the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

Type of Insurance	Per Person	COVERAGE Per Accident	
<u></u>		W. T. Mary Maria	Property
Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
Automobile Liability	\$300,000	\$1,000,000	\$100,000
Workmen's Compensation	AS REQUIRED	BY STATE LAW	
(Other as required by state law)			

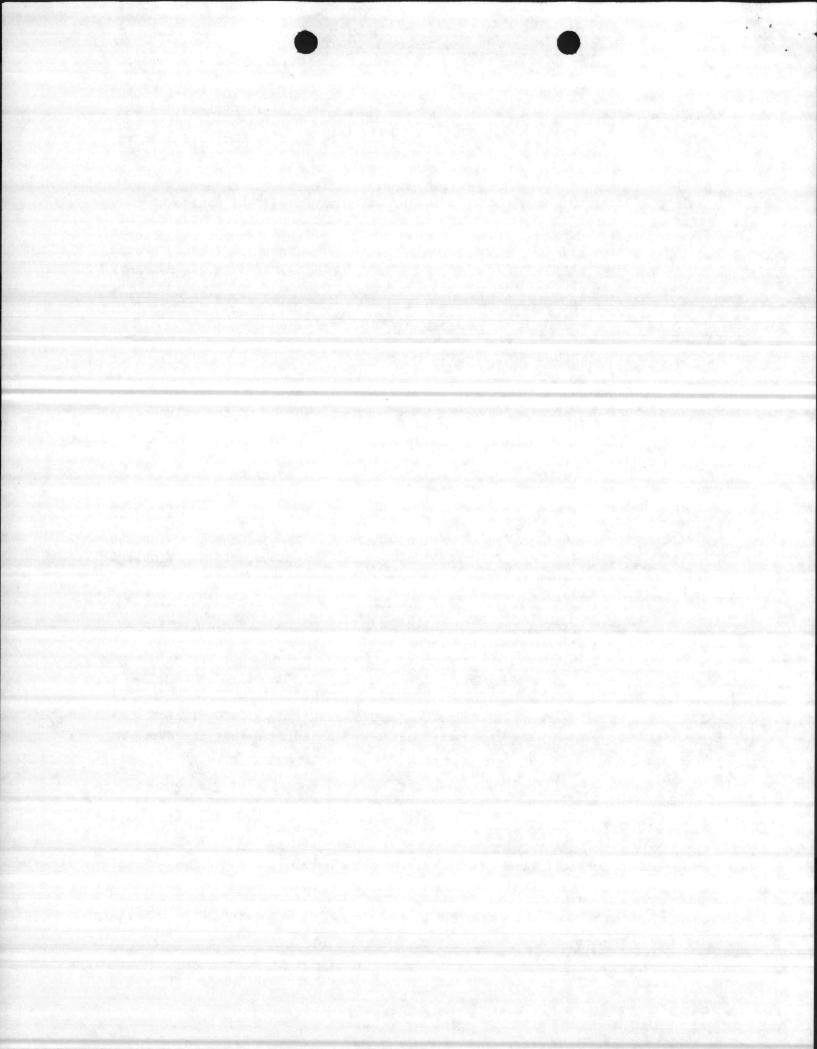
The comprehensive general and automobile liability policies shall contain a provision worded as follows:

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

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

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

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



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

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

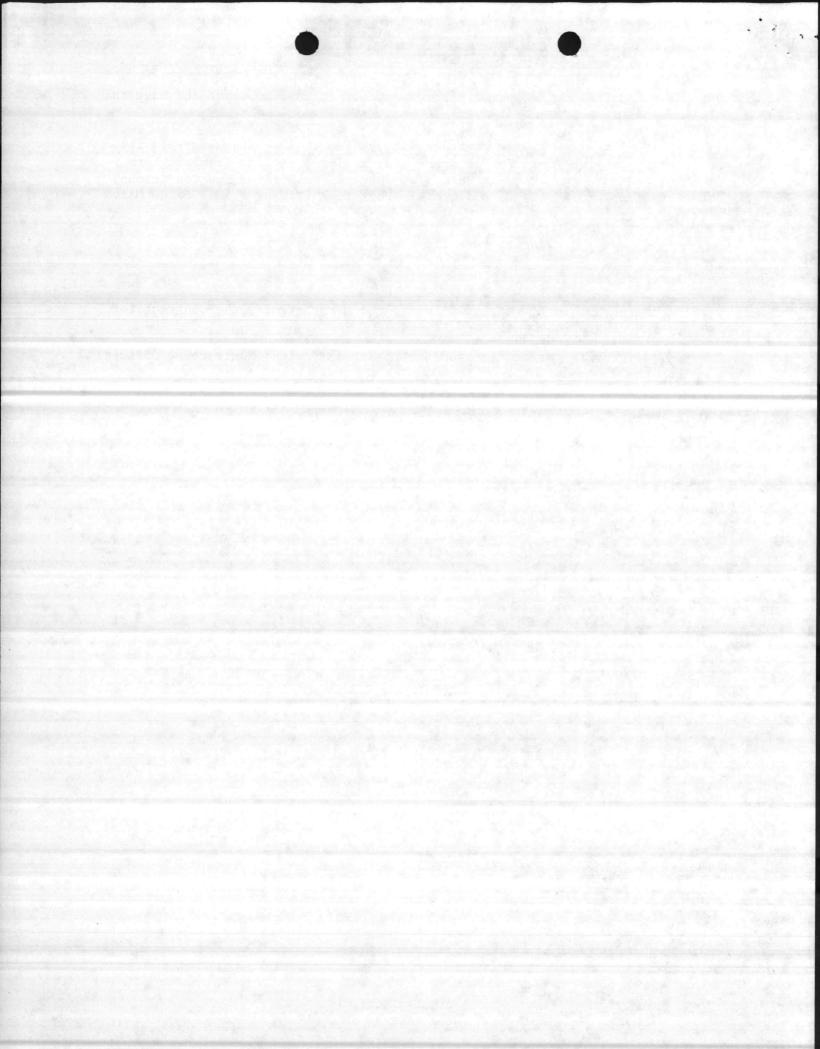
CHANGES TO STANDARD FORM 114-C:

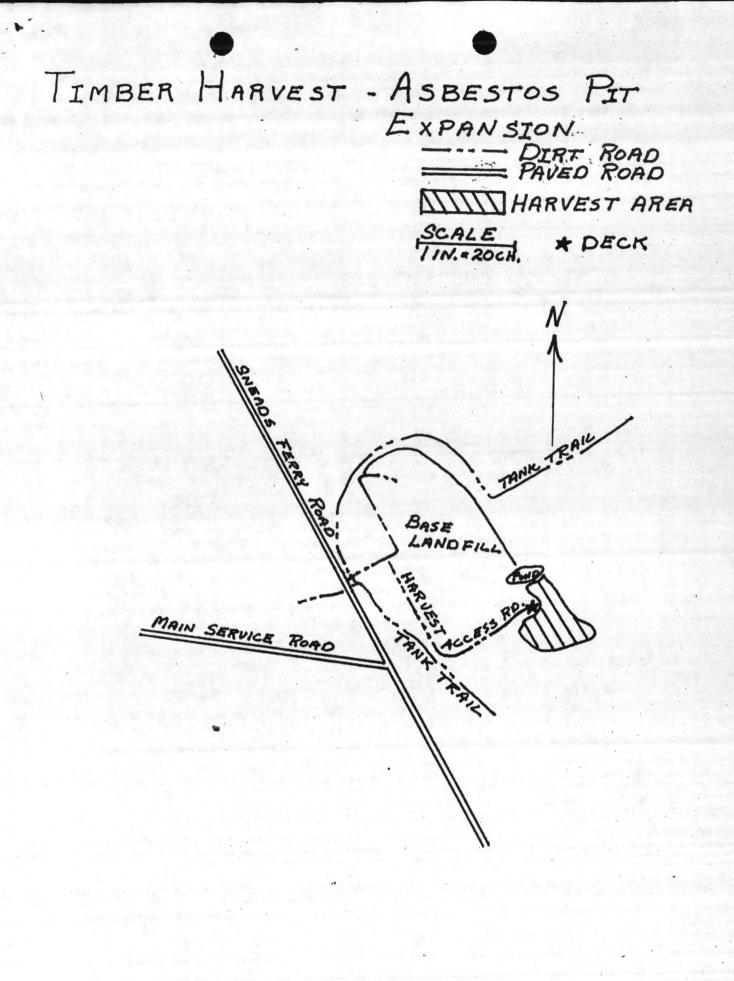
Add the following Clause 25. DEFINITIONS:

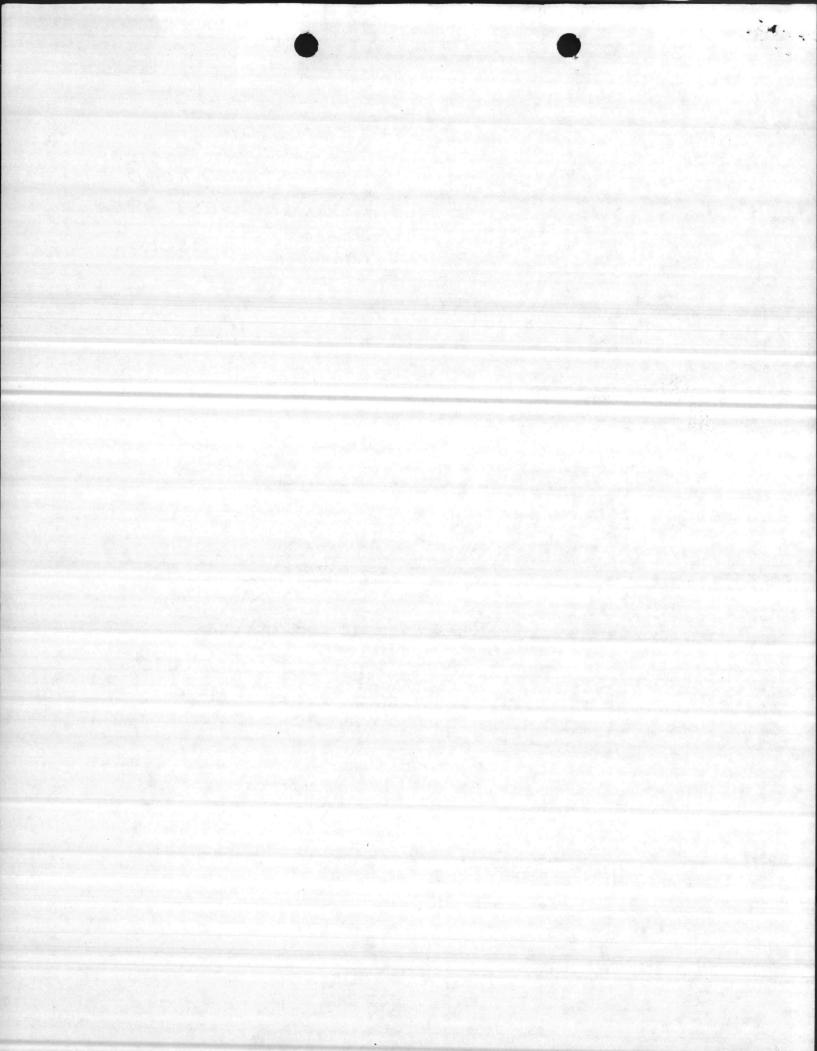
"(d) 'Purchaser' or 'Contractor' means the party signing the contract for purchase of the Government-owned timber."

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

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







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"10x. MANDATORY INSURANCE COVERAGE:

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

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

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

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

5. Other as required by state law.

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

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

> 05-86-5529 AMENDMENT NO. 1 PAGE 2



NOTICE:

Bids to be opened at 2:00 P.M. **13 MAY 1986** at the office of Officer in Charge Of Construction Jacksonville, North Carolina Area Building 1005, Marine Corps Base Camp Lejeune, North Carolina 28542

CONTRACT N62470-86-B-5529

2

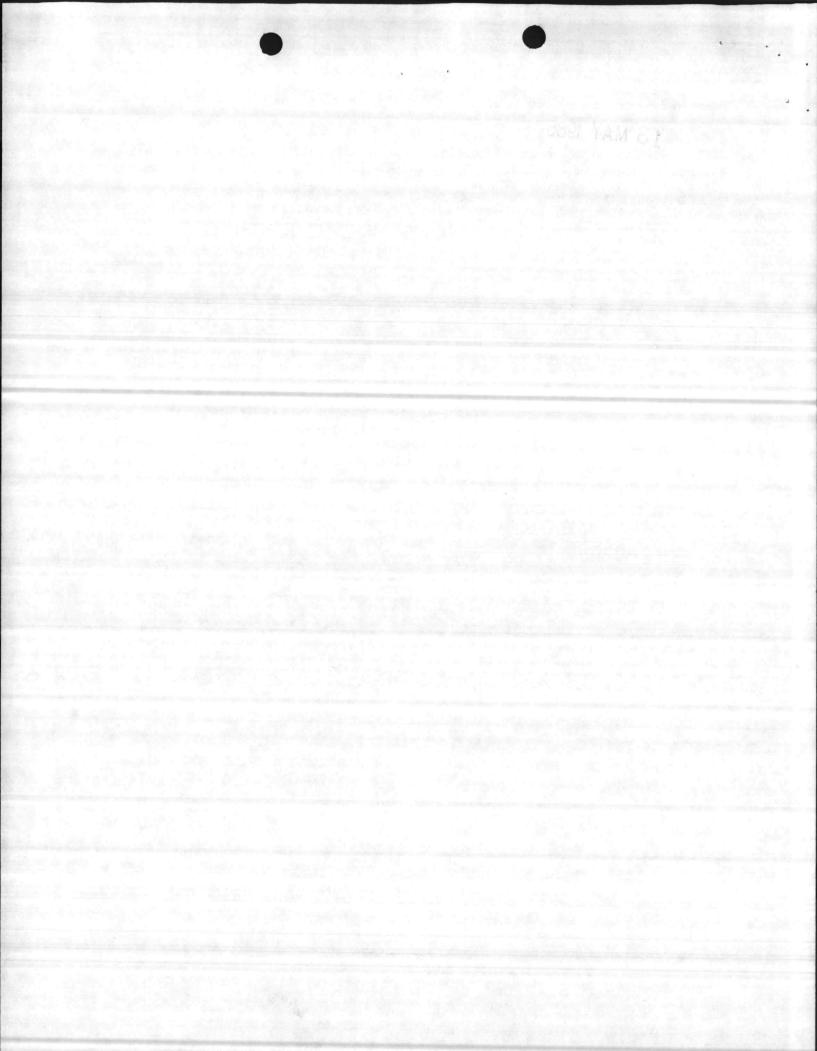
NAVFAC SPECIFICATION NO. 05-86-5529

TIMBER SALE, ASBESTOS PIT EXPANSION

at the

MARINE CORPS BASE, CAMP LEJEUNE, NORTH CAROLINA

05-86-5529





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

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

2. LOCATION: The timber is located at the Marine Corps Base, Camp Lejeune, North Carolina, as shown on the attached map(s). The map(s) are the property of the Government and shall not be used for any purpose other than that contemplated by the specification.

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

4. ESTIMATED VOLUMES:

PINE	VOLUME
Sawtimber	98 MBF
Pulpwood	55 CDS

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

6. DETAILED REQUIREMENTS:

6.1 The harvest access road is designated on the sale map.

6.2 Stump height shall not exceed 18 inches from the ground, measured on the uphill side of the stump. Tree tops must be lopped so that no portion is over five feet above the ground. Tops shall not be left outside the sale area. Trees shall be topped before skidding to the deck area.

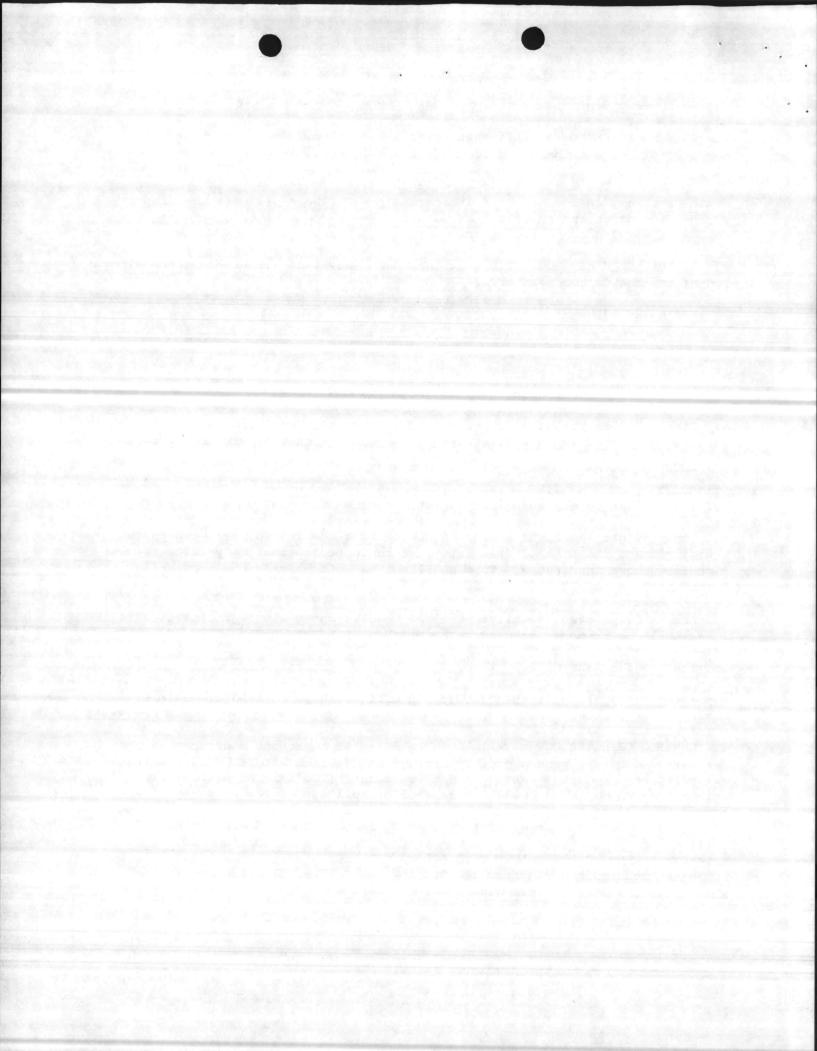
6.3 Marine Corps Base security rules and regulations shall be followed. All fires shall be properly secured in accordance with Base Order 11320.1F.

6.4 The Logging deck will be located as shown on the sale map.

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

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

> 05-86-5529 PAGE 1



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

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

> \$35.00 for each sawtimber tree \$15.00 for each small roundwood tree \$100.00 for each red-cockaded woodpecker tree

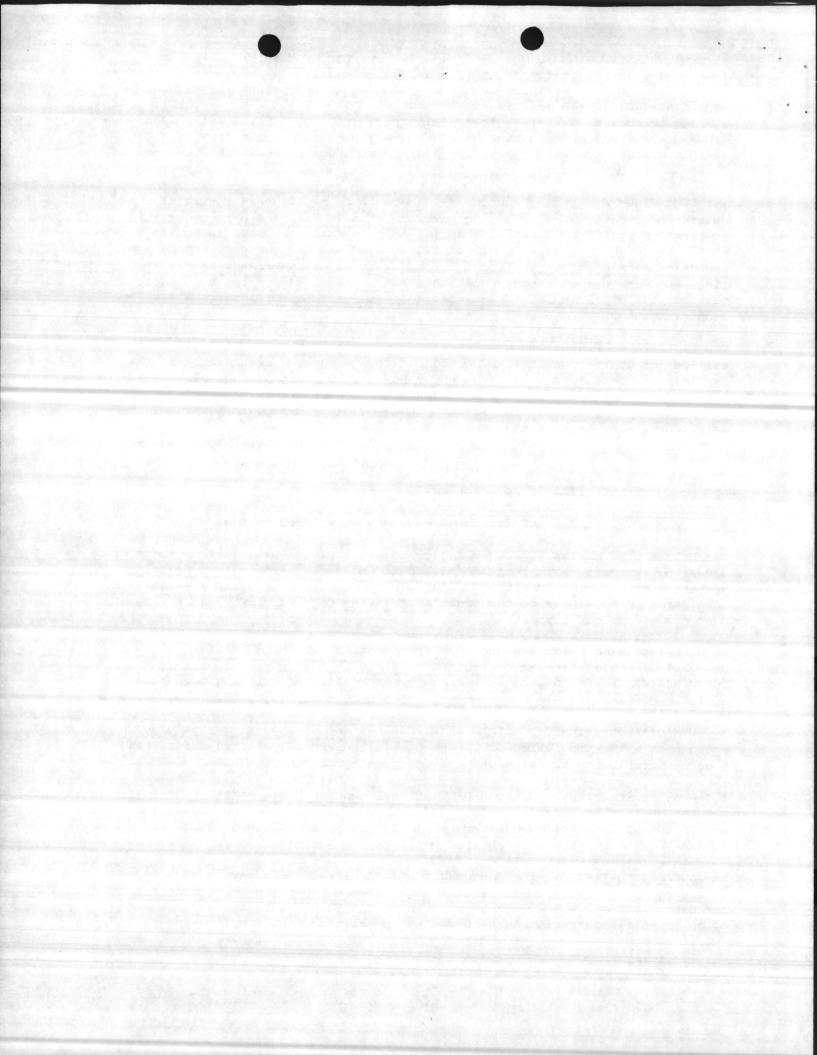
Damage, as used herein, includes injury to the living crown, bole or roots of undesignated trees. If areas are marked on the ground around such trees, operation of heavy equipment or skidding of products within said area shall be considered to be damage to the trees. If designated, Purchaser shall remove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

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

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

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

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



the Purchaser and approved by the Contracting Officer. In either case, the additional volume of all merchantable trees which were cut will be paid for at the bid price. Stumpage damaged by fire caused by negligence or fault of the Purchaser shall be cut. The Government will mark and tally stumpage and the Purchaser shall remove it from the Base. Payment which will occur prior to the harvest for such fire damaged products shall be made by the Purchaser at double the bid price. The harvesting of timber under this contract shall be accomplished by use of conventional or specialized equipment, when specified, and the application of standard forestry practices currently in use in the area. Work shall be conducted in a manner which minimizes the damage to residual timber, of all species, including natural regeneration. The use of tracked equipment having a blade or frame wider than the width of the tracks is restricted to: (1) the maintenance of established trails currently graded and maintained by the Base; (2) the construction and maintenance of necessary new haul roads as approved by the Contracting Officer; (3) the assistance of disabled vehicles; and (4) within the limits of designated areas to be cut only for felling trees, with no other use being permitted without prior approval.

10. MANDATORY INSURANCE COVERAGE:

(a) Prior to beginning the work, the successful bidder shall furnish to the Contracting Officer a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below:

		COVERAGE	
Type of Insurance	Per Person	Per Accident	
		te i r	Property
Comprehensive General Liability	\$300,000	\$1,000,000	\$100,000
Automobile Liability	\$300,000	\$1,000,000	\$100,000
Workmen's Compensation	AS REQUIRED	BY STATE LAW	
(Other as required by state law)			

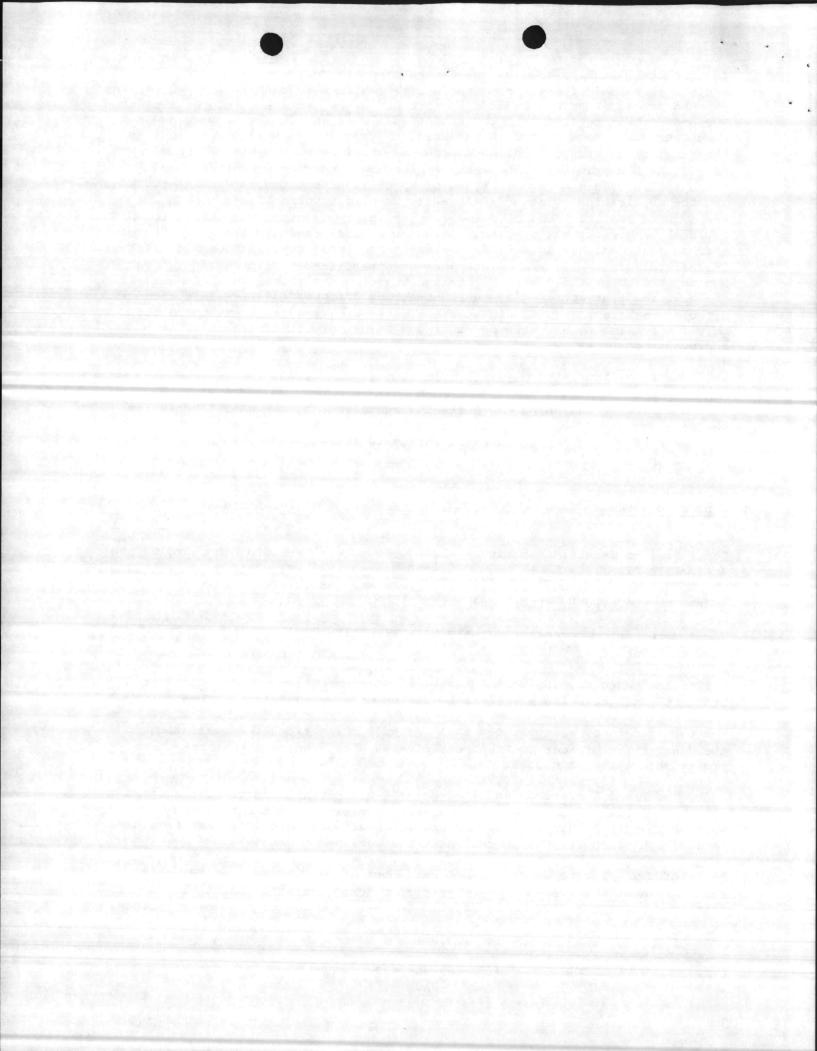
The comprehensive general and automobile liability policies shall contain a provision worded as follows:

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

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

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

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



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

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

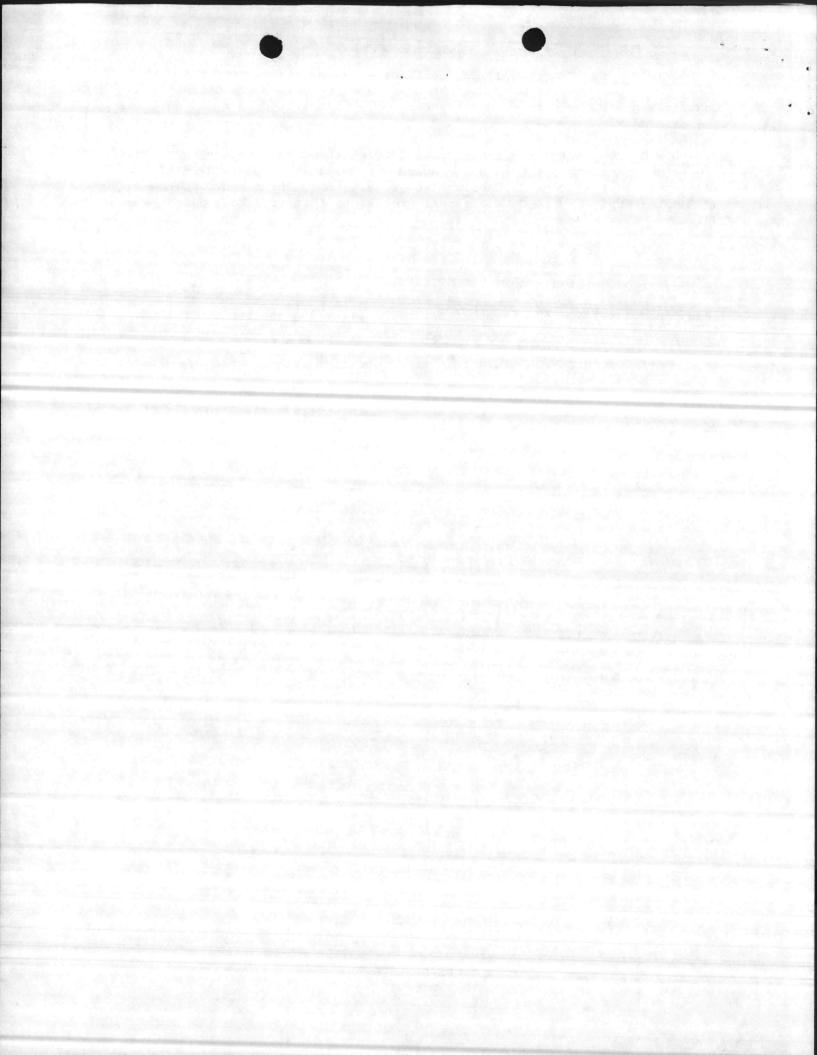
CHANGES TO STANDARD FORM 114-C:

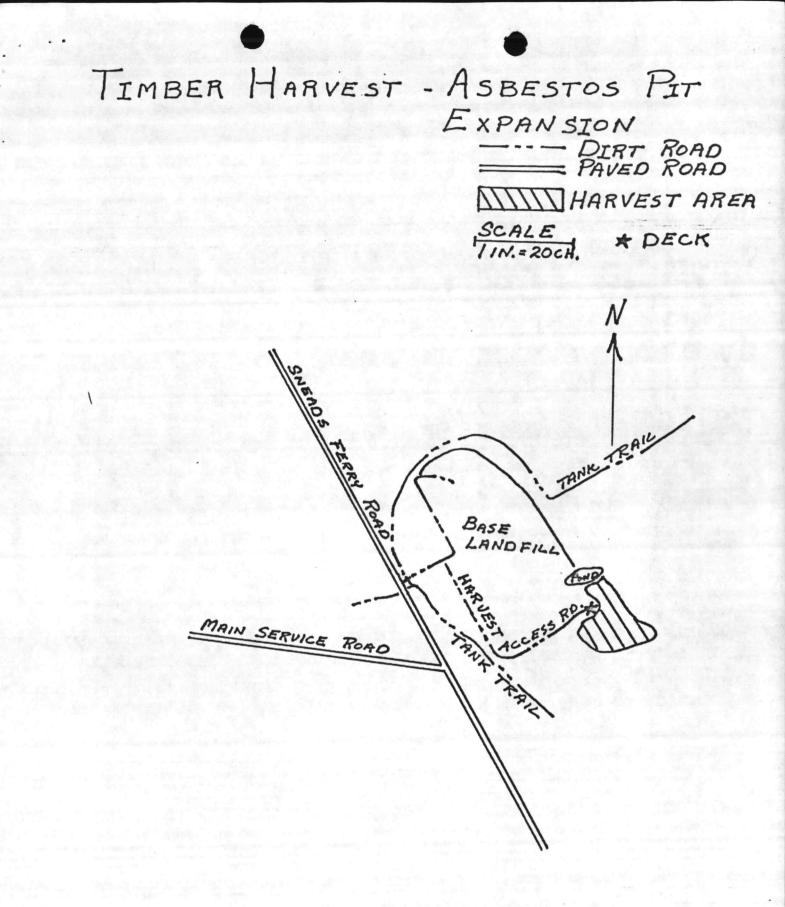
Add the following Clause 25. DEFINITIONS:

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

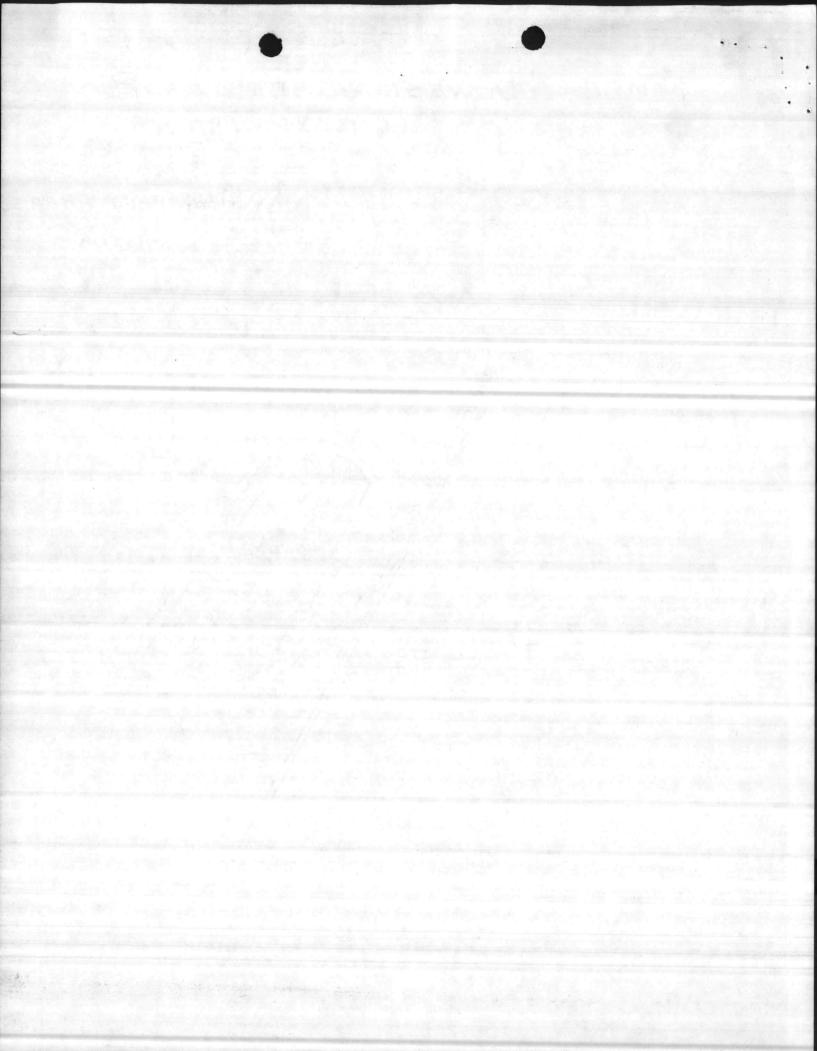
"(e) 'Officer in Charge' is used interchangeably with 'Contracting Officer' and has the same meaning."

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





05-86-5529 PAGE 5



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