SKEET TIMBER SALE
N40085-15-RP-00040
INVITATION FOR BID
AT
NAVAL SUPPORT ACTIVITY, CRANE

OTHER SPECIAL TERMS AND CONDITIONS

TABLE OF CONTENTS

I. SOLICITATION, OFFER & AWARD

A. Invitation for Bids (IFB)

B. General Description of Work

1. Quantities

C. Location, Boundaries and Maps

D. Term of Contract and Time of Completion

1. Interruptions

E. Bids

1. Instructions for Submitting Bids
2. Amendment to IFB
3. Bid Form
4. Bid Responsiveness
5. Contractor Responsibility
6. Execution of Bids
7. Bid Deposit
8. Bid Continuing Offer
9. Acceptance of Bid
10. Late Bids, Withdrawals, Modifications and Rejections
11. Bid Opening, Contents Made Public

F. Contract Award

1. Government Representatives

G. Cutting of Additional Timber

H. Performance Bond

I. Insurance

J. Payment

1. Load Tickets

K. Transfer of Ownership

L. Contract Closure

1. Settlement

M. Form 114C Modifications and Supplement 114 C

1. Delivery and Removal of Property (Clause 7, Title)

II. CLAUSES

A. Changes

1. Changes in Marking or Designation

B. Disputes

1. Resolution of Disputes

C. Warranties

D. Failure to Perform

E. Damage to Government Property

F. Additional Rights of Government

G. Termination for Convenience of the Government

H. Sub-Contractors

I. EEO

J. Inspections

K. Gratuities

L. Installation Regulations

1. Gate Access

2. Citizenship

3. Security Requirements

4. Working Hours

5. Prohibition of Smoking

6. Prohibition of Firearms, Explosives and Pyrotechnic Devices

7. Prohibition of Alcohol and Illegal Substances

8. Prohibition of Hunting, Trapping and Fishing

9. Environmental Management System (EMS) Training

M. Protection of Cultural Resources

N. Protection of Endangered Species

O. Containment of Hazardous Materials and Wastes

P. Export Restrictions

Q. Time is of the Essence

III. PERFORMANCE SPECIFICATIONS

A. Cutting & Utilization

1. Order of Logging

2. Establishment of Temporary Facilities and Roads

3. Unauthorized Removal of or Damage to Standing Timber

a. Excessive Damage Penalties

4. Uncut Designated Trees

5. Leave Tree, Cutting, and Utilization

B. Removal of Temporary Facilities and Sanitation and Cleanup

C. Slash Disposal and Treatment

D. Protection of Streams, SMZs, Soil Erosion, and Damage (BMPs)

E. Pre-Harvest Conference

F. Performance Evaluation Meetings

G. Logging Operations

H. Access Points and Designated Haul Routes

I. Log Loading Decks and Skidding

J. Tree Paint and Equipment

K. Scaling (Volume Determination & Reporting)

IV. GOVERNMENT SAFETY REQUIREMENTS

A. Part 1: General

1. References

2. Submittals

3. Requirements

4. Site Qualifications, Duties and Meetings

a. Personnel Qualifications

(1) Site Safety and Health Officer (SSHO):

b. Personnel Duties

(1) Site Safety and Health Officer (SSHO):

c. Meetings

(1) Pre-Work Safety Conference

(2) Safety Meetings

5. Accident Prevention Plan (APP)

6. Activity Hazard Analysis (AHA)

7. Site Safety Reference Materials

8. Reports

a. Accident Reports

b. Accident Notification

9. Hot Work

B. Part 2: Execution

1. Logging Operations

2. Pre-Outage Coordination Meeting

3. Logging and Forestry Equipment

4. Fall Hazard Protection and Prevention Program

a. Training

b. Fall Protection Equipment and Systems

(1) Personal Fall Arrest Equipment

c. Existing Anchorage

d. Rescue and Evacuation Procedures

I. SOLICITATION, OFFER & AWARD

A. Invitation for Bids (IFB): Sealed bids will be received for the purchase and removal of approximately 2,173 trees estimated to contain 630,870 board feet computed according to Doyle Log Scale to be harvested from approximately 227 acres within the boundaries of Naval Support Activity, Crane, Indiana. Bids will be opened publicly at 2:00pm on February 12, 2015, and read at the office of Naval Facilities Engineering Command, Midwest, 300 Highway 361, Building

2516, Conference Room "B" at Naval Support Activity, Crane, Indiana, 47522. This is a firm-fixed price lump sum/per unit sale. Inspection of the timber offered for sale and removal is invited and encouraged and may be arranged by contacting Trent Osmon at telephone: (812) 854-5691.

B. General Description of Work: The work includes cutting and harvesting designated trees within the individual unit areas. The Purchaser (also referred to herein as the "Contractor") will be required to furnish all labor, materials and/or equipment necessary for the completion of the contract including loading. Timber to be cut will be marked with a painted spot at ground level and at approximately 4-1/2 feet above the ground. Dead trees will not be cut unless they are marked as specified in the preceding sentence.

1. Quantities: The number and species of sawtimber trees to be harvested, and the estimated volumes in board feet thereof, are listed by items on Table 1 of these specifications. All trees marked for cutting are 12 inches or more in diameter, measured at a height of 4-1/2 feet above the ground. Volume estimates were made using the Doyle Log Scale. The volumes are estimated and not guaranteed.

Sawtimber trees containing less than 50 percent of their net log volume (using a minimum log length of 8 feet and minimum top diameter of 10 inches inside the bark) in logs free from major defect were not considered merchantable. Reasonable deduction for defect has been applied to the gross volume to arrive at the net volumes listed.

It is the responsibility of prospective purchasers to satisfy themselves as to the quantity, quality and type of wood products available under this sale.

C. Location, Boundaries and Maps: The timber is located on Naval Support Activity, Crane, Indiana, and consists of five (5) tracts totaling approximately 227 acres. Maps of the harvest areas are available at the Natural Resources office, Naval Facilities Engineering Command, Midwest, 300 Highway 361, Building 3245, at Naval Support Activity, Crane, Indiana, 47522.

D. Term of Contract and Time of Completion: The term of this Contract is two (2) years from the date of award**.** The entire work shall be completed during the term of the Contract. No harvesting operation will be allowed from April 1 to

October 1 due to Fish and Wildlife restrictions on the habitat of the federally endangered Indiana Bat.

1. Interruptions: Interruptions due to military operations/activities or excessively wet soil conditions may occur during the contract period. During these occurrences, the Purchaser may be denied access to affected areas. As interruptions occur, additional time (no cost) may be negotiated, if required, to complete the contract. The additional time granted, if any, shall be determined by the Real Estate Contracting Officer (RECO), but shall not be less than the time period of denied access.

E. Bids

1. Instructions for Submitting Bids:

a. Bids submissions shall include the following information:

(1) SF 114 (with middle section completed)

(2) Bid Security in the form of a bid bond or a cashier's check in the amount of 20% of the bid price. (See Paragraph 7 below for further instructions regarding your bid deposit).

(3) Successful Purchaser will be required to provide a performance bond or other form of surety, as defined in Clause H of this Section, in 25% of the bid amount.

b. Bids are due no later than 2:00pm on February 12, 2015 and shall be submitted in a sealed envelope addressed to Commanding Officer, Attention: Skeet Timber Sale, Naval Facilities Engineering Command, Midwest, Building 2516, Naval Support Activity, Crane, Indiana, 47522.

c. A potential purchaser with hand carried bids shall allow adequate time for security clearance at the gate and reach the bid opening location prior to the due date and time for bid opening. The bid opening location is 300 Highway 361, Naval Support Activity, Crane, Indiana, Building 2516, Conference Room B.

d. Visitor pass requests shall be coordinated with Trent Osmon by telephone at (812) 854-5691. All visitors must pick-up visitor passes at Crane Gate (Gate 4). Anyone delivering bids must be a U.S. Citizen and possess a valid driver's license or other Government issued picture ID.

e. Bid opening will be held in Conference Room B, Building 2516, Naval Support Activity, Crane, Indiana at precisely 2:00 pm as indicated by the clock in the bid opening room.

2. Amendment to Invitation for Bid:

a. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

b. Potential Purchasers shall acknowledge receipt of any amendment to this Invitation for Bid by signing and returning the amendment; by identifying the amendment number and date in the space provided for this purpose on the form for submitting a bid; by letter; or by facsimile.

c. The Government must receive the acknowledgment of any amendment by the time and at the place specified for receipt of bids.

3. Bid Form:

a. Bids shall be prepared in accordance with the Invitation for Bid and Standard Form 114 (Sale of Government Property -- Bid and Award).

b. Bids and the receipt of acknowledgement of an amendment to this IFB, if applicable, shall be submitted in a sealed envelope or package addressed to the office specified in this solicitation, and showing the time specified for receipt, this solicitation number, and the name and address of the Purchaser.

c. Bids may be modified or withdrawn by written or telegraphic notice, if such notice is received by the time specified for receipt of bids.

d. Facsimile bids will not be considered.

4. **Bid Responsiveness:** A bid shall be considered responsive if it unequivocally offers to provide the requested service at a firm, fixed price. The Government will only accept a responsive bid and must reject any bid that fails to conform to the essential requirements of this IFB. The responsiveness of each bid is to be determined by the Real Estate Contracting Officer (RECO) or bid opening officer at the time of bid opening by ascertaining from the face of the bid documents whether or not the bid meets all of the IFB's essential requirements.

5. **Contractor Responsibility:** In accordance with the Federal Acquisitions Regulations (FAR) Part 9.103(a), the contract shall only be awarded to a responsible prospective contractor. To be responsible, the Purchaser must meet the standards of responsibility set forth in FAR Part 9.104. Responsibility shall be determined by the RECO or bid opening officer at any time prior to award.

6. Execution of Bids: A bid executed by an attorney or agent on behalf of the Purchaser shall be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the Purchaser. If the Purchaser is a corporation, the Certificate of Corporate Bidder must be executed. If the bid is signed by the Secretary of the Corporation, the Certificate must be executed by some other officer of the corporation, under the corporate seal. In lieu of the Certificate of Corporate Bidder, you may include copies of records of the corporation that shows the official character and authority of the officer signing. These copies must be duly certified by the Secretary or Assistant Secretary, under the corporate seal, to be true copies.

7. Bid Deposit: Each bid must be accompanied by a bid bond, certified check, cashier's check, or United States Post Office money order made payable to the order of the United States Treasury in an amount not less than twenty percent (20%) of the full amount submitted, except when the total amount of such bid is less than Five Hundred Dollars ($500.00), in which case the total amount of the bid shall be included with the bid submission. The deposit of the successful Purchaser will be retained by the Government and applied as a partial payment and credited toward the total purchase price. Deposits of unsuccessful Purchasers will be returned, without interest, within five (5) business days after bid opening. In the event the bid deposit is in the form of a bid bond, a payment equal to twenty percent (20%) of the full contract amount is due within 30 days of the award. In the event of revocation of an offer after the opening of bids, but prior to acceptance, the bidder's bid deposit shall become the property of the United States Government. In the event of default after notice of acceptance, the bid deposit, together with all payments subsequently made, shall become the property of the United States Government. The required 20% bid deposit for this timber sale shall be credited toward the initial payment due.

For Lump Sum sales, the full amount of bid is required prior to Notice to Proceed.

8. Bid Continuing Offer: All bids received shall be deemed to be continuing offers for a period of no less than 14 days following the date and time of opening of bids. Any Purchaser not having received notice of

acceptance or rejection within 14 days after bid opening may consider his bid rejected.

9. Acceptance of Bid: Notice by the Government of acceptance of the bid, if not personally made to the successful Purchaser or a duly authorized representative of such Purchaser, shall be deemed to have been sufficiently given when mailed or telegraphed to the Purchaser or his duly authorized representative at the address indicated in the Purchaser's bid submission.

10. Late Bids, Withdrawals, Modifications and Rejections: Any bid submission not containing a proper bid deposit may be rejected as non-responsive. Any bid deposit received after bid opening will be considered a late bid. If done prior to the bid opening provided in this IFB, bids may be modified or withdrawn by written notice and a bid also may be withdrawn in person by the bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid. Any bid modification which increases the amount of a bid already submitted or which submits bids on items not previously bid on must provide for an increased bid deposit.

Bids, modifications or withdrawals thereof, must be in the possession of the RECO or its designated bid opening officer by the time set for bid opening. Any bid, modification, or withdrawal received after the time set for bid opening will not be considered unless received by the RECO or its designated bid opening officer prior to award, and contains postmark certification it was mailed and in fact delivered to the address specified in this IFB in sufficient time to have been received by the RECO or its designated bid opening officer. In no event will hand-carried bids or withdrawals be considered if delivered to the RECO or its designated bid opening officer after the exact time and date set for bid opening. However, a modification which makes the terms of the otherwise successful bid more favorable to the Government will be considered at any time it is received prior to award and may be accepted.

The Government reserves the right to reject any or all bids, to waive any technical defect or informality in bids received, and to accept or reject any bid or portion thereof.

11. Bid Opening, Contents Made Public: It will be the duty of each Purchaser to deliver their bid within the time and at the place prescribed in this IFB. Bids received prior to the time of opening will be securely kept unopened until the time set for opening. At the time of the bid opening, their contents will be made public by announcement for the information of Purchasers and others properly interested who may be present either in person or by representative.

F. Contract Award: The contract will be awarded to that responsible Purchaser whose bid conforms to the IFB and is the highest bid. Bid items must be on an "all-or-none" basis and incomplete bids may be rejected. No split or partial awards will be made. In the event of an arithmetic error between the unit price and total price, the higher price shall govern. A written award mailed (or otherwise furnished) to the successful Purchaser within the time for acceptance provided in the IFB shall be deemed to result in a binding contract without any further action by either party.

1. **Government Representative:** The RECO **has** designated Trent Osmon as a Government Technical Representative (GTR) to manage all technical aspects of this contract. The GTR may notify the Purchaser of any noncompliance with bid or contract provisions and action to be taken. Notification shall be either verbal, written, or both. The Purchaser shall, immediately after receipt of such notice, correct the unsatisfactory condition. Failure to comply shall be cause for issuance a stop-order for all or part of the work. Stop-orders are issued by the RECO. No time lost due to such stop-order shall be made the subject of a claim for a time extension or excess costs or damages to the Purchaser.

2. **Bid Opening Officer**: The RECO **may** designate a bid opening officer to conduct the bid opening on February 12, 2015 at 2pm. If designated, the bid opening officer shall decide when the time set for bid opening has arrived and shall so declare it to those present.

G. Cutting of Additional Timber: At the recommendation of the GTR and discretion of the RECO, the Purchaser may be requested to remove additional merchantable timber during the term of this Contract. If the Purchaser agrees to remove the additional timber, such timber will be marked and the volume estimated by the Government and paid for by the Purchaser at the contract per unit price, or at negotiated prices in instances where either the timber has significantly different value, or when the Purchaser is required to move operations to another site to harvest the timber.

Under certain circumstances, and as determined by the RECO or its representative, it is specifically agreed that additional trees may be marked or designated for cutting and included as a supplement to this contract, as required, to salvage trees seriously but unavoidably damaged and/or to complete the felling of lodged trees, where such lodging could not be avoided, or for other purposes. Merchantable trees, which are dead, diseased, overlooked during the original marking operations, or damaged by ice, lightning, wind, or fire (unless fire

damage has resulted due to the negligence or fault of the Contractor) may be marked and tallied by the Government, and felled after approval of the RECO. The price of additional trees shall be determined by dividing the total contract price by the total estimated marked volume and multiplying the quotient by the volume in each tree as measured by Doyle Log Scale.

H. Performance Bond: Within 30 days after contract award, the successful Purchaser shall furnish a performance bond on Standard Form 25 or an Irrevocable Letter of Credit (ILC) in a form acceptable to the RECO. The performance bond or ILC shall be in a sum equal to 25% of the contract price, and is in addition to, not in lieu of, the payments to be made in the performance of the contract. This surety will be released upon successful completion of the contract. The bond of any surety company holding a certificate of authority from the Secretary of the Treasury as an acceptable surety on Federal bonds will be accepted. The ILC shall conform to the requirements of Federal Rules of Acquisition (FAR) Section 28.204-3 in a form prescribed in FAR 52.228-14. The contract time for purposes of fixing the completion date, default and liquidated damages shall be stated on the award document.

I. Insurance: Within 30 days after contract award, the Purchaser shall furnish the RECO, or his/her designated representative, a certificate of insurance as evidence of the existence of the following insurance coverage in amounts not less than the amounts specified below. This insurance must be maintained during the entire period of this Contract. The certificate of insurance shall provide for a thirty-day written notice to the Government by the insurance company prior to cancellation or material change in policy coverage.

Comprehensive General Liability: $500,000 per occurrence

Automobile Liability: $200,000 per person; $500,000 per occurrence for bodily injury, $20,000 per occurrence for property damage.

Worker's Compensation: As required by federal and state worker's compensation and occupational disease statutes.

Employer's Liability Coverage: $100,000, except in state where worker's compensation may not be written by private carriers.

Other: As required by applicable state law.

J. Payment: Before entering a tract for the purpose of harvesting timber, the Contractor must make complete payment for all timber in that tract. Payment in full for that tract is required prior to Notice to Proceed and before the timber is released for cutting. Payments shall be made by certified check, cashier’s check, bank draft, postal or express money order, payable to the Treasurer of the United States.

Additional trees marked for cutting under paragraph G shall be paid for in advance of cutting.

K. Transfer of Ownership: All standing timber designated for removal or wood products included in this Contract shall remain the property of the Government, until the same are removed from Government property.

L. Contract Closure: The RECO shall give appropriate written notice to the Purchaser when the Purchaser has complied with all of the terms of this Contract.

1. Settlement: If obligations of the Purchaser have not been fully discharged by the Expiration Date or extension thereto of this Contract, any money advanced or deposited hereunder shall be retained to be applied toward unfulfilled obligations of the Purchaser without prejudice to any other rights or remedies of the Government.

M. Form 114C Modifications and Supplement:

1. Delivery and Removal of Property Clause 7, Title, is hereby modified as follows:

a. Title to the timber in each tract as defined in the specification shall vest in the Purchaser as and when full and final payment for the timber in each tract is made and severance from the soil of such timber is accomplished and removed from Government property in accordance with Paragraph K above. The Purchaser shall remove the property at his expense.

II. CLAUSES

A. Changes: The RECO may, at any time, by written order, and without notice to the sureties, make changes in the maps and/or specifications of this Contract, if within its general scope. If such changes cause an increase or decrease in the Purchaser's time required for performance of this Contract, an equitable adjustment may be made and the contract modified in writing accordingly. Any claim of the Purchaser for adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the Purchaser of the notification of change unless the RECO grants a further period of time. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in paragraph II. B., Disputes, below. Nothing provided in this clause shall excuse the Purchaser from proceeding with the prosecution of the work as changed.

1. Changes in Marking or Designation. Within the 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, Government Technical Representative, and RECO. The Contract modifications shall be by written and signed modifications to the contract. No verbal representations by the RECO, Government Technical Representative or Purchaser shall constitute a contract modification.

B. Disputes:

1. Resolution of Disputes: Except as otherwise provided in the Invitation, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the RECO, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof the Purchaser. The decision of the RECO shall be final and conclusive unless within 30 calendar days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the RECO a written appeal addressed to the Commander of the respective Facilities Engineering Center (FEC). The decision of the FEC Commanding Officer, or his duly authorized representative, for the determination of such appeals shall be final and conclusive. In connection with any appeal proceeding under this clause, the Purchaser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the RECO's decision.

C. Warranties: The Government does not make any guaranty or warranty, express or implied, as to the quantity, quality, character or condition, size or kinds of timber, or that the same are in condition or fit to be used for the purpose for which intended. The property is offered for sale on an "as is" and "where is"

basis. As mentioned previously in Sections I(A) and III(G), inspection of the timber offered for sale and removal is invited and encouraged.

D. Failure to Perform. In the event the Purchaser fails to make payment, or fails to remove the property, and fails to cure a default within the time allowed by the notice given by the RECO, the Purchaser will lose all right, title and interest which he might otherwise have acquired in and to the property as to which the default occurred.

The failure of the Government to insist, in one or more instances, upon the performance of any term of this Contract is not a waiver of the Government's right to future performance of such term, and the Purchaser's obligation for future performance of such term shall continue in effect. Upon receipt of a written notice of failure to perform, title to timber shall not vest to the Purchaser under this Contract, except for timber that has been removed from Government property. The Purchaser and its sureties shall be liable for any damage to the Government resulting from the Purchaser's refusal or failure to perform any term of this contact, whether or not the Purchaser's right to proceed with work is terminated.

E. Damage to Government Property. In the event of damage, including damage by contamination, to any Government property by the Purchaser, his officers, agents, servants, employees, subcontractors, licensees or invitees, the Purchaser, at the election of the Government, shall promptly repair, replace, clean-up, or make monetary compensation for the repair, replacement, or clean-up of such property to the satisfaction of the Government. The following structures and features constituting Government property may be located within and adjacent to the timber sale area: underground utilities, monitoring wells, black-topped roads, gravel roads, buildings, fences, above ground fuel tanks, underground fuel tanks, pipelines, antennas, culverts, canals, ditches, wetlands, agricultural fields, and debris piles. This list is not intended to be inclusive, and damage to any Government property, is covered by this provision. The purchaser is responsible for locating and properly labelling any of the aforementioned structures and/or features to avoid any such damage.

F. Additional Rights of Government: The rights of the United States Government in the event of default or non-performance, as provided for herein, shall not be exclusive but shall be in addition to any other rights it may have at law or in equity to claim for expenses or damages incurred by the Government because of such default or failure in performance.

G. Termination for Convenience of the Government: The RECO, by written notice, may terminate this Contract, in whole or in part, when it is in the Government's interest. Upon receipt of the termination notice, title to timber that has been severed from the stump but not removed from Government property shall transfer from the Government to the Purchaser. Under this clause, the

Purchaser shall have 30 working days to remove the severed timber from Government property and shall be responsible for payment of such timber severed from the stump.

If this contract is terminated, Purchaser's remedy is limited to recovery of out-of-pocket expenses upon receipt of evidence as required by the Government. These expenses shall not include lost profits, attorney's fees, replacement cost of timber, or anticipatory losses.

H. Sub-Contractors: The Purchaser 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 enters Government premises.

I. Equal Opportunity. In connection with the performance of work under this Contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, or national origin. The aforesaid provision 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.

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

K. Gratuities:

(1) The Government may, by written notice to the Purchaser, terminate the right of the Purchaser to proceed under this contract if it is found, after notice and hearing, by the Secretary of the Navy or his duly authorized representative, that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Purchaser, or any agent or representative of the Purchaser, to any officer or employee of the Government with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract; provided that the existence of the facts upon which the Secretary or his duly authorized representative makes such findings shall be in issue and may be reviewed in any competent court.

(2) In the event this contract is terminated, the Government shall be entitled (i) to pursue the same remedies against the Purchaser, and (ii) as a

penalty, in addition to any other damages to which it may be entitled by law, the exemplary damages in an amount (as determined by the Secretary or his duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Purchaser in providing any such gratuities to any such officer or employee.

The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

L. Installation Regulations: The Purchaser shall comply with all installation regulations. The Purchaser shall be notified of such regulations at the Pre-Harvest Conference, and any other time thereafter if necessary. The Purchaser shall allocate time to obtain installation identification passes for all personnel. A list of personnel names, social security numbers, and dates of birth shall be required. In addition, personnel entering the installation with privately owned vehicles shall be required to register their vehicles with installation security.

1. Gate Access:

(a) Commercial Trucks: Purchaser shall be restricted to use the Crane Gate (Gate 4).

(b) Non-commercial Vehicles: Private vehicles and occupants with badges issued through the Non-Common Access Card (N-CAC) Contractors/Vendors Program (i.e. RapidGate) will be permitted to use any gate. Vehicles with occupants having only temporary paper passes shall utilize the Crane Gate (Gate 4) only.

(c) All visitors must pick-up visitor passes at the Visitor's Center, located outside the Crane Gate (Gate 4). All employees must possess a valid driver's license or other Government issued picture ID.

2. Citizenship: No employee or representative of the Purchaser shall be admitted to the timber sale area unless he furnishes satisfactory proof that he is a citizen of the United States or if an alien, proof of legal United States residency. The Purchaser shall provide, in writing, and without cost to the Government, all information concerning identification and citizenship of the employees. The US Citizenship and Immigration Services (USCIS) has the authority to enter Navy shore installations, without delay and at reasonable times, to conduct routine citizenship investigations.

3. Security Requirements: All persons applying for admittance to installations must have picture identification in their possession at the time of application. The Purchaser agrees to comply with the security regulations of the installation including search of personnel or vehicles, when conditions so require.

All Contractor employees shall obtain the required employee and vehicle passes as required. All Contract employees are required to be badged through the Non-Common Access Card (N-CAC) Contractors/Vendors Program (i.e. RapidGate). Each employee shall wear their badge(s) over the front of the outer clothing. When an employee is no longer employed by the Contractor, the employee's badge shall be returned to the Installation the same day. Failure to return the badge as required may be deemed a violation of the contract leading to immediate termination. Employee identification shall not be substituted for the station required badge. Rapid Gate information can be found at the following web site: http://www.eidpassport.com/vendor/qualify.html. All cost associated with Rapid Gate shall be the responsibility of the Contractor. All badge requests, other than Rapid Gate, shall be a one day pass. Requests for one day passes shall be submitted to the Government's Technical Representative at least two (2) days prior to base access.

4. Working Hours: Except as may otherwise be specified, all work shall be performed during regular working hours between 7:00am and 5:00pm Monday through Friday. No work will be scheduled or planned to be done on Saturday, Sunday, holidays, or outside regular working hours unless otherwise specified or directed. If the Purchaser desires to conduct work on Saturday, Sunday, holidays, or outside regular working hours, he may submit an application to the Installation's Security Department. The Purchaser shall allow 48 hours to enable satisfactory arrangements to be made by the Security Department.

5. Prohibition of Smoking: Smoking is allowed in designated areas only.

6. Prohibition of Firearms, Explosives, and Pyrotechnic Devices: Firearms, explosives, and pyrotechnic devices are prohibited on Government property.

7. Prohibition of Alcohol and Illegal Substances: Possession or drinking of intoxicating beverages, or possession or use of illegal substances, is not permitted. Persons determined to be under the influence of alcohol or illegal substances will not be permitted onto Government property and will be banned from future entry.

8. Prohibition of Hunting, Trapping, and Fishing: The Purchaser is prohibited from hunting, trapping, fishing, or similar activities on Government property unless access is approved through legal Installation-established processes.

9. Environmental Management System (EMS) Training: Per Executive Order 13423, all contractor personnel will complete an EMS training course at no cost to the contractor. This task will be performed during the Pre-Start Safety Meeting held before logging operations begin. Material will be provided by the GTR and a training roster will be signed and kept on file.

M. Protection of Cultural Resources: Locations of known or prehistoric sites, buildings, objects, and properties related to American history, architecture, archaeology and culture, such as settler or Indian artifacts, protected by American Antiquities Act of 1906 (16 USC 431-433), National Historic Preservation Act of 1966 (16 U.S.C. § 470 et. seq.), and the Archeological Resources Protection Act of 1979 (PL 96-95 and 16 U.S.C. § 470aa-mm) shall be identified within the proposed sale area by the Government Technical Representative. The RECO may unilaterally modify or cancel this contract to protect an area, objects of antiquity, artifact, or similar object which is or may be entitled to protection under these Acts regardless of when the area, object, or artifact is discovered or identified. Discovery of such areas or objects by either party shall be promptly reported to the other party. Purchaser shall protect all known and identified historic or prehistoric sites, buildings, sites, objects and properties related to American history, architecture, archaeology, and culture against destruction, obliteration, removal, or damage during Purchaser's operations. If destroyed, obliterated, removed, or damaged during Purchaser's operations, then Purchaser shall bear all costs of restoration, provided that such payment shall not relieve Purchaser from civil or criminal remedies otherwise provided by law.

N. Protection of Endangered Species: Efforts have been made to protect the habitat of the federally endangered Indiana Bat. Violation of the terms of the Contract that result in the harming of any habitat of the Indiana Bat may result in termination of this Contract, bar the Purchaser/logger from operating on the Installation in the future and/or be subject to prosecution under the Endangered Species Act of 1973, 16 U.S.C. § 1531 et. seq., and other applicable Federal, State and local law.

O. Containment of Hazardous Materials and Wastes: The Purchaser is required to contain, clean, and report all spills of hazardous materials. If a spill of hazardous materials occurs, the Purchaser shall notify the RECO within 4 hours, providing all relevant facts and circumstances. No hazardous substance may be discharged onto the ground or into the streams and surface waters. This includes

all petroleum products, waste oil and lubricants (POL's). Any repair or maintenance which could result in leakage or spillage of POL's or any hazardous substance must be done in such a manner as to prevent it from entering the land, any ditches, streams, or natural drainage. Used POL's and other hazardous material will be containerized and removed from the Installation by the Purchaser. The Government may request from the Purchaser a more detailed written description of these facts and circumstances within a time period specified by the Government. The Purchaser shall bear cost of clean-up of all spillage.

P. **Export Restrictions:** No export restrictions apply to this Contract.

Q. **Time is of the Essence:** Time is of the essence in this Contract.

III. PERFORMANCE SPECIFICATIONS

A. Cutting & Utilization

1. Order of Logging: Within the sale area, operations must proceed in an orderly manner, which will lend itself to daily Government inspection. Logging operations shall be permitted in no more than two cutting units at any one time unless otherwise approved by the RECO. As operations are completed in one of the two sale areas chosen by the Purchaser, only then will commencement of logging operations proceed to the next sale area. Completed logging units will be jointly inspected by the Purchaser's representative and the RECO, or their representative.

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

(a) Purchasers will not use woods haul roads or wheelskidder trails during periods of wet weather when trails and roads are likely to be severely rutted. The RECO, or their representative, may, at his option, order a stoppage of skidding or hauling on woods trails or wood roads. Any work stoppage ordered by the RECO shall be furnished to the Purchaser in writing and the completion date may be extended by the number of days affected by the work stoppage.

(b) The use of tracked equipment having a blade or frame wider than the width of the tracks is restricted to:

(1) Maintenance of established trails currently graded and maintained by the Installation.

(2) Construction and maintenance of necessary new haul roads as approved by the Government Technical Representative.

(3) Assistance of disabled vehicles.

(4) Within the limits of designated areas to be cut only for felling trees, with no other use being permitted without prior approval.

3. Unauthorized Removal of or Damage to Standing Timber: No unmarked trees shall be cut. **At the discretion of the RECO, unauthorized cutting may result in termination of the contract.** The Government Technical Representative shall make the determination of excessive damage. If directed by the Government Technical Representative, the damaged trees shall be harvested.

a. **Excessive Damage Penalties**: The harvesting of timber shall be accomplished with the use of conventional logging equipment and the application of standard forestry practices currently in use in this area, and in a manner, which will minimize the damage to young growth and other uncut timber. Crawler tractors used in skidding logs may not be equipped with a blade in intermediate (thinning) cut areas without the written approval of the RECO. No unmarked tree shall be cut, except that unmarked trees which are badly damaged shall be cut if required by the RECO. If the Purchaser or his employees cause Excessive Damage to unmarked trees, the Purchaser shall be penalized at the rate of $10 per inch of diameter measured across the stump. Stumpage damaged by fire caused by the negligence or fault of the Purchaser, 6 inches in diameter and larger, measured at a height of 4-1/2 feet above the ground if standing, or measured across the stump if fallen, shall be cut. The Government will mark and tally such stumpage and the Purchaser shall buck it into timber products and remove them from the activity as directed. The Purchaser shall pay at the rate of 100 percent of the unit bid price for all timber damaged by fire.

4. Uncut Designated Trees: Marked trees that the Contractor determines are unprofitable to harvest, and therefore undesirable, may

remain standing at no cost to the Contractor. However, the Government reserves the right to direct the Contractor to remove an undesirable marked tree at the RECO or Government Technical Representative's discretion. No price adjustment will be considered under this clause.

B. Removal of Temporary Facilities and Sanitation Clean-up:

1. Temporary Facility Removal: When temporary structures or other improvements are moved to another location or are abandoned, the Purchaser shall dispose of all abandoned structures and debris off Government property, and except for slash, shall clean up the site. Upon completion of the work, the Purchaser shall remove his plant, tools, materials, and other articles from the property of the Government.

2. Sanitation and Clean-up: Adequate sanitation conveniences of an approved type, properly secluded from public observation, shall be constructed and maintained in an approved manner for use of persons employed by the Purchaser. All temporary structures for sanitation purposes must be approved by the Government Technical Representative in writing. The temporary structures and the sale area shall be maintained in a clean and sanitary condition at all times and rubbish, litter, or any other type refuse (except for logging slash) shall be collected and removed from the Installation, or disposed of at the Installation Sanitary Landfill or other site approved by the RECO on a daily basis. After completion of the work and before movement to another location, the Purchaser shall remove all temporary structures and dispose of all rubbish, litter, and refuse in the manner previously described.

C. Slash Disposal and Treatment: All logging slash shall be removed to an area a distance of 25 feet or more from cleared right-of-ways of all roads, trails, utility lines, fences, bridges, culverts, drainage ways, ditches and other structures. Slash shall be removed for a distance of 100 feet around the exterior of all magazines and buildings and in no case will slash be left in the mowed area around any structure even if the width of the mowed area is in excess of 100 feet. No tops shall be left leaning against standing trees. Wood roads, paths, logging trails and fire breaks will be clean and passable at all times. No timber slash or refuse shall be left on the right-of-way of any communication line, power line, gas line, or any utility right-of-way.

D. Protection of Streams, SMZ's, Wet Soils, Soil Erosion/Damage (Best Management Practices):

1. Protection of Streams, Streamside Areas, and Other Water Bodies: For all logging operation activities, including the construction of roads and other facilities, damage to stream courses, marshes, water bodies, ditches, wetlands and streamsides is strictly prohibited per Army

Corps of Engineer and applicable State Water Quality regulations. Logs shall not be hauled, skidded, or yarded in or across any stream course or ditch without prior approval of the RECO. Stream courses and drain ditches shall be left clear of logs, chunks, and debris resulting from operations under this contract. By submitting a bid, the Purchaser certifies it shall comply with and implement Forestry Best Management Practices (BMPs) for Water Quality for the state in which the timber sale occurs. Copies of best management practices can be obtained from individual state forestry offices.

2. Prevention and Control of Soil Erosion and Soil Damage: The Purchaser shall exercise all reasonable precautions to prevent excessive soil damage, which may cause serious erosion, compaction, or rutting problems. The RECO or its representative will determine when these conditions exist and notify the Purchaser. If significant rutting occurs, interruptions or work stoppages may become necessary from time-to-time during the contract period. Any work stoppage ordered by the RECO or its representative shall be furnished to the Contractor in writing and the contract completion date shall be automatically extended by the number of days affected by the work stoppage.

After harvesting operations have been completed on the total area or any part thereof, the Contractor shall repair in a satisfactory manner all damage resulting from the operations which will cause accelerated soil erosion or reduce the timber productivity of the soil. Areas within highway or magazine right-of-ways shall be avoided unless otherwise approved by RECO or his representatives. When these areas are disturbed, upon completion they shall be leveled, seeded and mulched in a manner satisfactory to the RECO and in a timeframe determined by the RECO or its representative.

3. Canal and Ditch Crossings. Temporary bridges or pole bridges may be used to cross ditches only after receiving prior approval from the Government Technical Representative. All operations, including the construction of roads, and other facilities, shall be conducted in a manner to minimize damage to ditches, canals, and wetlands. Logs shall not be hauled, skidded, or yarded in or across any ditch, canal, or wetland without prior approval from the Government Technical Representative.

4. Wet Soils. The RECO or his representative reserves the right to temporarily suspend harvesting operations due to wet soils. Any work stoppage ordered by the RECO shall be furnished to the Contractor in writing and the completion date shall be automatically extended by the number of days affected by the work stoppage.

E. Pre-Harvest Conference. Prior to commencing work, the Purchaser shall meet with the Government Technical Representative, at a time to be determined by the RECO to discuss and develop mutual understanding relative to scheduling and administering the work. No work may proceed until the official Notice to Proceed is issued. Access issues and log landing areas will be finalized at this time. The Purchaser and the Government Technical Representative shall sign the minutes of this meeting, prepared by the Government. Should the Purchaser not concur with the minutes, the Purchaser shall state in writing to the RECO any areas of disagreement within 5 days. Upon receipt of the Purchaser's written statement, the RECO will meet with the Purchaser and Government Technical Representative to resolve the issue(s) of disagreement.

F. Performance Evaluation Meetings. The Purchaser shall meet with the Government Technical Representative weekly during the first month after harvesting begins. Thereafter, meetings shall be as often as necessary at the discretion of the Government Technical Representative, but no less than monthly. A mutual effort shall be made to resolve all problems identified. The Purchaser and the Government Technical Representative shall sign the minutes of these meetings, prepared by the Government. Should the Purchaser not concur with the minutes, the Purchaser shall state in writing to the RECO any areas of disagreement within 5 days. Upon receipt of the Purchaser's written statement, the RECO shall meet with the Purchaser and the Government Technical Representative to resolve the issue(s) of disagreement.

G. Logging Operations: The following management practices have been adopted in order to reduce damage to standing timber, and to reduce soil movement, and to ensure a continuous supply of quality timber. The following will be strictly enforced:

1. EXAMINATION OF THE LOGGING AREA: Before submitting proposals, bidders are expected to inspect carefully the site of the work and to satisfy themselves as to the character and the scope of the work. Arrangements for inspecting the site may be made by contacting Trent Osmon, (812) 854-5691.

2. REPAIRS TO WORK AREA: The Purchaser shall repair all skid trails, log roads, and log yards immediately upon completion of logging operations on a cutting unit.

3. DAILY CLEANUP: The Contractor shall maintain his work areas in a reasonably neat and orderly manner consistent with the normal prosecution of the work. Papers, cans, and other refuse shall be policed daily and removed from the site.

H. Access Points and Designated Haul Routes: Access to the sale area shall be by the designated haul route roads as identified in the Government-

provided sketches. The Purchaser and contract haulers shall clean up and remove daily any dirt, mud, rocks, bark or other debris dropped on paved roads. At the conclusion of logging operations, all roads must be repaired to the condition that existed prior to the timber sale. At the conclusion of logging operations, spurs within the sale areas will be cleared of all debris and harrowed to a smooth and level surface. Access locations and procedures will be discussed at the Pre-Harvest Conference. The Purchaser shall implement Best Management Practices (BMPs) to minimize dirt, mud, and other debris from accumulating on installation paved access roads and public roads as a result of log truck operations.

I. Log Loading Decks and Skidding: The location and number of skid trails, log roads, and log yards shall be designated and/or approved by the RECO. The **number of skid trails shall not exceed the amount necessary for removal of timber under normal conditions. Creation of additional trails will not be permitted without the approval of the RECO or its representative. Any unauthorized skid trails will result in a penalty amounting to $1 per linear foot and be repaired immediately with smoothing, seeding, and mulching performed to the satisfaction of the RECO. The Contractor shall keep a bulldozer with a 6-way blade on site available for use at all times. Each skid trail shall be repaired by smoothing and constructing water bars immediately upon its last use. After harvesting operations on each tract have been completed, the Contractor shall also repair, to the RECO's satisfaction, all log roads and log yards using a bulldozer with a 6-way blade.** The repair work will include, but is not limited to, the smoothing of trails, roads, and yards, and the construction of water bars and diversions. This work shall be completed to the satisfaction of the RECO or its representative upon completion of the log yard. Failure to comply will result in a work stoppage until the work is satisfactorily completed.

Log yards and right-of-ways shall also be seeded and mulched.

J. Tree Paint and Equipment: The Purchaser and any of his employees whose collateral duties require them to have paint or equipment for painting in their possession may bring such on the installation provided it is kept under lock and key at all times.

K. Scaling (Volume Determination and Reporting): Scaling timber under this contract will be done in accordance with the Official Log Scaling and Grading Rules published by the Doyle Log Scale.

IV. GOVERNMENTAL SAFETY REQUIREMENTS

A. PART 1: General

1. References:

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

U.S. Army Corps of Engineers (USACE)
EM 385-1-1 (2008) Safety and Health Requirements Manual

U.S. National Archives and Records Administration (NARA)

29 CFR 1910	Occupational Safety and Health Standards
29 CFR 1910.266	Logging Operations
29 CFR 1910.147	Equipment Lock-out/Tag-out Standards
29 CFR 1910.1200	Hazardous Communication Standards
29 CFR 1926.500	Fall Protection

2. Submittals:

SD-01 Pre-work Submittals
Accident Prevention Plan (APP)
Activity Hazard Analysis (AHA)
Letter of Competent Foreman Designation and Site Safety Health Officer (SSHO) designation

Proof of Training:

First Aid and CPR
State of Indiana Logging Certification - same as required to harvest on Indiana State property

Submit reports as their incidence occurs, in accordance with the requirements of the paragraph entitled, “Reports”, discussed later in Part IV.

Accident Reports
SD-07 Certificates
Hot work permit

3. Requirements

In addition to the detailed requirements included in the provisions of this contract, comply with USACE EM 385-1-1, Section 5 (Personal Protective and Safety Equipment), Section 13 (Hand and Power Tools), and Section 31 (Tree Maintenance and Removal), as well as federal, state, and local regulations.

4. Site Qualifications, Duties, and Meetings

a. **Personnel Qualifications**

(1) **Site Safety and Health Officer (SSHO)**

(a) Provide a site Safety and Health Officer (SSHO) at the work site at all times to perform safety and occupational health management, surveillance, inspections, and safety enforcement for the Purchaser. The SSHO must meet the following requirements:

(i) State Certified Logger or Equivalent in Applicable State and First Aid and CPR Certification.

b. **Personnel Duties**

(1) **Site Safety and Health Officer (SSHO)**

(a) The SSHO must:

(1) Conduct daily safety and health inspections and maintain a written log which includes area/operation inspected, date of inspection, identified hazards, recommended corrective actions, estimated and actual dates of corrections,

(2) Conduct mishap investigations and complete required reports,

(3) Maintain applicable safety reference material on the job site,

(4) Attend the pre-work meetings and periodic in-progress meetings,

(5) Implement /enforce accepted APP& AHAs, and

(6) Ensure compliance with safety and health requirements.

(b) Failure to perform any of the above duties may result in a project work stoppage. The project work stoppage will remain in effect until deficiencies are corrected and approval is granted by the Government Technical Representative for resumption of work.

c. **Meetings**

(1) **Pre-work Safety Conference**

(a) Purchaser representatives who have a responsibility or significant role in accident prevention on the project shall attend the pre-work conference. This includes the project superintendent, site safety and health officer, quality control supervisor, or any other assigned safety and health professionals who participated in the development of the APP, the Activity Hazard Analyses (AHAs) and special plans, program and procedures associated with it.

(b) Discuss the details of the submitted APP to include incorporated plans, programs, procedures and a listing of anticipated AHAs that will be developed and implemented during the performance of the contract. This list of proposed AHAs will be reviewed at the conference and an agreement will be reached between the Purchaser and the RECO's representative as to which phases will require an analysis. In addition, establish a schedule for the preparation, submittal, review, and acceptance of AHAs to preclude project delays.

(c) Deficiencies in the submitted APP will be brought to the attention of the Purchaser at the pre-work conference, and the Purchaser shall revise the plan to correct deficiencies and re-submit it for acceptance. Purchaser may not begin work until there is an accepted APP.

(2) **Safety Meetings**

Conduct and document meetings as required by EM 385-1-1. Attach minutes showing contract title, signatures of attendees and a list of topics discussed.

5. Accident Prevention Plan (APP)

Use a qualified person to prepare the written site-specific APP. Prepare the APP in accordance with the format and requirements of USACE EM 385-1-1 and as supplemented herein. Cover all paragraph and subparagraph elements in USACE EM 385-1-1, Appendix A, "Minimum Basic Outline for Accident Prevention Plan." Specific requirements for some of the APP elements are described below. The APP shall be job-specific and address any unusual or unique aspects of the project or activity for which it is written. The APP shall interface with the Purchaser's overall safety and health program. Include any portions of the Purchaser's overall safety and health program referenced in the APP in the applicable APP element and made site-specific. The Government considers the Purchaser to be the controlling authority for all work site safety and health of the subcontractors. Purchaser is responsible for informing their subcontractors of the safety provisions under the terms of the contract and the penalties for noncompliance and for coordinating logging operations. The APP shall be signed by the Purchaser and the designated site safety and health officer.

Submit the APP to the RECO prior to the date of the pre-work conference for acceptance. Work cannot proceed without an accepted APP.

Once accepted by the RECO, the APP and attachments will be enforced as part of the contract. Disregarding the provisions of this contract or the accepted APP will be cause for stopping of work, at the discretion of the RECO, until the matter has been rectified.

Once work begins, changes to the accepted APP may be made only with the knowledge and concurrence of the RECO, Government Technical Representative and SSHO. Should any hazard become evident, stop work in the area, secure the area, and develop a plan to remove the hazard. Notify the designated RECO within 24 hours of discovery. Eliminate/remove the hazard. In the interim, take all necessary action to restore and maintain safe working conditions in order to safeguard onsite personnel (as defined by ASSE/SAFE A10.34) and the environment.

Copies of the accepted plan will be maintained at the RECO's office and at the job site. Continuously review and amend the APP, as necessary,

throughout the life of the contract. Incorporate unusual or high-hazard activities not identified in the original APP as they are discovered.

6. Activity Hazard Analysis (AHA)

The Activity Hazard Analysis (AHA) format shall be in accordance with USACE EM 385-1-1. Submit the AHA for review prior to the start of each phase. The Purchaser shall format subsequent AHAs as amendments to the APP. The analysis should be used during daily inspections to ensure the implementation and effectiveness of the Purchaser's safety and health controls.

The AHA list will be reviewed periodically at Purchaser safety meetings and updated as necessary when procedures, scheduling or hazards change.

Develop the activity hazard analyses using the project schedule as the basis for the activities performed. Any activities listed on the project schedule will require an AHA. The AHAs will be developed by the Purchaser or subcontractor and provided to the Purchaser for submittal to the RECO.

7. Site Safety Reference Materials

Maintain safety-related references applicable to the project, including those listed in paragraph IV.A.1, hereto, "References." Maintain applicable equipment manufacturer's manuals.

8. Reports

a. **Accident Reports**

Purchaser will conduct an accident investigation for recordable injuries and illnesses, and for accidents resulting in property damages of $2,000 or more to establish the root cause(s) of the accident. Complete the Navy Contractor Significant Incident Report (CSIR) and provide the report to the designated RECO within 24 hours of the accident. The RECO will provide copies of any required or special forms.

b. **Accident Notification**

Notify the RECO as soon as practical, but not later than four hours, after any accident meeting the definition of Recordable Injuries or Illnesses or High Visibility Accidents, property damage equal to or greater than $2,000. Within notification include Purchaser's name; contract title; type of contract; name of activity, installation or

location where accident occurred; date and time of accident; names of personnel injured; extent of property damage, if any; extent of injury, if known, and brief description of accident, to include type of equipment used, PPE used, etc. Preserve the conditions and evidence on the accident site until the Government investigation team arrives on-site and Government investigation is conducted.

UFGS-01 35 26 defines "Recordable accidents and injuries" as any work-related injury or illness that results in:

(1) Death, regardless of the time between the injury and death, or the length of the illness;

(2) Days away from work (any time lost after day of injury/illness onset);

(3) Restricted work;

(4) Transfer to another job;

(5) Medical treatment beyond first aid;

(6) Loss of consciousness; or

(7) A significant injury or illness diagnosed by a physician or other licensed health care professional, even if it did not result in (1) through (6) above.

9. Hot Work

Obtain a written permit prior to performing "Hot Work" (welding, cutting, etc.) or operating other flame-producing/spark producing devices, from the Installation fire department. **Purchasers are required to meet all conditions before a permit is issued**. The Purchaser will provide at least two (2) twenty (20) pound 4A:20 BC rated extinguishers for normal "Hot Work". All extinguishers shall be current inspection tagged, approved safety pin and tamper resistant seal. It is also mandatory to have a designated **Fire Watch** for any "Hot Work" done at this activity. The Fire Watch shall be trained and remain on-site for a minimum of 30 minutes after completion of the task or as specified on the hot work permit.

B. PART 2: Execution

1. Logging Operations

Comply with USACE EM 385-1-1, the APP, the AHA, Federal and/or State OSHA regulations and other related submittals and activity fire and safety regulations. The most stringent standard prevails.

2. Pre-Outage Coordination Meeting

Purchasers are required to apply for utility outages at least 15 days in advance to the Government Technical Representative. As a minimum, the request should include the location of the outage, utilities being affected, duration of outage and any necessary sketches. Once approved, and prior to beginning work on the utility system requiring shut down, attend a pre-outage coordination meeting with the RECO or its Government Technical Representative to review the scope of work and the lock-out/tag-out procedures for worker protection.

3. Logging and Forestry Equipment

a. Forestry equipment shall be maintained in a safe manner and inspected daily for hydraulic fluid and fuel and oil leaks and to ensure proper operation.

b. Leaks on equipment shall be promptly addressed by Purchaser to avoid contact with soil and surrounding area and to reduce wildfire hazards.

c. When leaks do contact soil, proper measures will be taken to mitigate damage. Such measures include, but are not limited to, collection of contaminated soil, capture of spilled material, and removal of leaking equipment.

d. Failure to comply with the above regulations will result in a work stoppage and possible suspension from the Installation.

e. Inspect, maintain, and recharge portable fire extinguishers as specified in NFPA 10, Standard for Portable Fire Extinguishers.

f. All employees must keep clear of loads about to be lifted and of suspended loads.

SAMPLE TIMBER SALE
N40085-15-RP-00040
REFERENCE CITATIONS:
UFGS GOVERNMENTAL SAFETY REQUIREMENTS
SECTION 01 35 26
AS AMENDED TO APPLY TO LOGGING OPERATIONS

A. Part 1: General

1. References (1.1)

2. Submittals (1.2)

3. Regulatory Requirements (1.5)

4. Site Qualifications, Duties and Meetings (1.6)

   a. Personnel Qualifications (1.6.1 – as amended for logging operations)

      (1) Site Safety and Health Officer (SSHO): (1.6.1.1)

   b. Personnel Duties (1.6.2)

      (1) Site Safety and Health Officer (SSHO): (1.6.2.1)

   c. Meetings (1.6.3)

      (1) Pre-Work Safety Conference (1.6.3.1)

      (2) Safety Meetings (1.6.3.2)

5. Accident Prevention Plan (APP) (1.7)

6. Activity Hazard Analysis (AHA) (1.8)

7. Site Safety Reference Materials (1.10)

8. Reports (1.12)

   a. Accident Reports (1.12.1)

   b. Accident Notification (1.12.2)

9. Hot Work (1.13)

B. Part 2: Execution

1. Logging Operations (3.1)

2. Pre-Outage Coordination Meeting (3.2)

3. Logging and Forestry Equipment (3.7.1 – as amended for logging and forestry equipment)

TABLE 1: TIMBER SALE SUMMARY

227 ACRES

DBH		WHO	BLO	HIC	YEP	SUM	ASH	BEE	BLG	SOM	BLC	BLW	SAS	MISC	TOTAL
12	stems	16	9	38	2	9	8	0	0	4	0	1	0	0	87
	volume	390	230	1010	60	230	230	0	0	110	0	30	0	0	2290
14	stems	27	54	36	11	9	29	4	3	2	0	2	0	0	177
	volume	1270	2750	1870	590	400	1740	190	160	110	0	100	0	0	9180
16	stems	38	60	66	32	12	22	1	2	5	4	3	0	1	246
	volume	3270	5960	5840	3580	630	2030	100	170	380	390	150	0	70	22570
18	stems	48	97	53	41	9	37	2	4	10	2	1	0	4	308
	volume	6640	14170	6960	6810	790	5360	200	620	1360	250	140	0	550	43850
20	stems	37	95	39	81	1	27	6	12	3	3	2	0	5	311
	volume	7020	19620	7460	18650	190	5410	990	1700	690	440	420	0	1230	63820
22	stems	17	110	31	100	9	19	6	0	5	1	2	0	1	301
	volume	4680	31110	8000	32600	2120	5380	1640	0	1000	240	490	0	360	87620
24	stems	21	96	18	105	1	15	3	0	5	2	1	0	4	271
	volume	6730	34850	5650	47080	310	4790	1010	0	1550	630	230	0	1880	104710
26	stems	13	82	7	97	3	4	1	0	2	0	0	0	1	210
	volume	5250	37470	3240	54240	1480	1930	370	0	740	0	0	0	640	105360
28	stems	9	54	1	63	0	0	0	0	0	0	0	0	0	127
	volume	5060	29660	570	42560	0	0	0	0	0	0	0	0	0	77850
30	stems	3	29	0	45	0	0	0	0	0	0	0	0	0	77
	volume	1550	18730	0	36730	0	0	0	0	0	0	0	0	0	57010
32	stems	1	9	0	20	0	1	0	0	0	0	0	0	0	31
	volume	800	6150	0	18830	0	800	0	0	0	0	0	0	0	26580
34	stems	0	5	0	9	0	0	0	0	0	0	0	0	0	14
	volume	0	3220	0	9770	0	0	0	0	0	0	0	0	0	12990
36	stems	0	2	0	4	0	0	0	0	0	0	0	0	0	6
	volume	0	1200	0	5640	0	0	0	0	0	0	0	0	0	6840
38	stems	0	0	0	5	0	0	0	0	0	0	0	0	0	5
	volume	0	0	0	7520	0	0	0	0	0	0	0	0	0	7520
40	stems	0	0	0	2	0	0	0	0	0	0	0	0	0	2
	volume	0	0	0	2680	0	0	0	0	0	0	0	0	0	2680
TOTALS	STEMS	230	702	289	617	53	162	23	21	36	12	12	0	16	2173
	VOLUME	42660	205120	40600	287340	6150	27670	4500	2650	5940	1950	1560	0	4730	630870

KEY:

WHO	white oak	"X"-TREES
BLO	black oak	---
HIC	hickory	232
YEP	yellow poplar	
SUM	sugar maple	
ASH	white ash	
BEE	american beech	
BLG	black gum	
SOM	soft maple	
BLC	black cherry	
BLW	black walnut	
SAS	sassafras	
MISC	miscellaneous	

**NOTE: WHO veneer volume is included in total volume.

********** ********** **********

HARVEST DATA

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2779	Boardfeet Per Acre
290	Boardfeet Per Tree
39	Percent Oak

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WHITE OAK VENEER

2123	Boardfeet on
10	Trees

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TABLE 2: ESTIMATED VOLUMES BY SPECIES AND DIAMETER CLASS FOR ITEM 1

TRACT 1 Stand 903 32 ACRES

DBH		WHO	BLO	HIC	YEP	SUM	ASH	BEE	BLG	SOM	BLC	BLW	SAS	MISC	TOTAL
12	stems	4	3	18	0	3	0	0	0	2	0	0	0	0	30
	volume	110	80	430	0	80	0	0	0	60	0	0	0	0	760
14	stems	8	9	13	3	3	4	1	0	0	0	1	0	0	42
	volume	390	440	690	180	130	220	50	0	0	0	50	0	0	2150
16	stems	13	3	25	7	7	3	0	0	3	0	0	0	0	61
	volume	1110	320	2270	790	400	270	0	0	180	0	0	0	0	5340
18	stems	11	11	16	7	4	5	1	0	1	0	0	0	0	56
	volume	1680	1290	1840	920	300	690	100	0	100	0	0	0	0	6920
20	stems	11	16	14	10	1	2	1	0	0	0	0	0	1	56
	volume	2270	3060	2640	1920	190	380	140	0	0	0	0	0	230	10830
22	stems	8	12	7	11	4	2	0	0	1	0	0	0	0	45
	volume	2260	3110	1740	3190	900	600	0	0	90	0	0	0	0	11890
24	stems	7	12	8	5	1	4	0	0	0	0	0	0	0	37
	volume	2410	4340	2700	1790	310	1040	0	0	0	0	0	0	0	12590
26	stems	2	11	2	4	1	0	0	0	0	0	0	0	0	20
	volume	410	3970	840	2130	370	0	0	0	0	0	0	0	0	7720
28	stems	1	5	1	5	0	0	0	0	0	0	0	0	0	12
	volume	570	2080	570	3200	0	0	0	0	0	0	0	0	0	6420
30	stems	1	5	0	3	0	0	0	0	0	0	0	0	0	9
	volume	190	2520	0	2410	0	0	0	0	0	0	0	0	0	5120
32	stems	1	0	0	2	0	1	0	0	0	0	0	0	0	4
	volume	800	0	0	1750	0	800	0	0	0	0	0	0	0	3350
34	stems	0	1	0	0	0	0	0	0	0	0	0	0	0	1
	volume	0	730	0	0	0	0	0	0	0	0	0	0	0	730
36	stems	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0
38	stems	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40	stems	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	STEMS	67	88	104	57	24	21	3	0	7	0	1	0	1	373
	VOLUME	12200	21940	13720	18280	2680	4000	290	0	430	0	50	0	230	73820

KEY:

WHO	white oak	"X"-TREES
BLO	black oak	----------
HIC	hickory	19
YEP	yellow poplar	
SUM	sugar maple	
ASH	white ash	
BEE	american beech	
BLG	black gum	
SOM	soft maple	
BLC	black cherry	
BLW	black walnut	
SAS	sassafras	
MISC	miscellaneous-4-sycamore, 24-aspen	

**NOTE: WHO veneer volume is included in total volume.
This tract marked with red.

********** ********** **********

HARVEST DATA

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2307	Boardfeet Per Acre
198	Boardfeet Per Tree
46	Percent Oak

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WHITE OAK VENEER

0	Boardfeet on
0	Trees

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TABLE 3: ESTIMATED VOLUMES BY SPECIES AND DIAMETER CLASS FOR ITEM 1

TRACT 2 Stand 904 28 ACRES

DBH		WHO	BLO	HIC	YEP	SUM	ASH	BEE	BLG	SOM	BLC	BLW	SAS	MISC	TOTAL
12	stems	1	0	1	0	0	0	0	0	0	0	0	0	0	2
	volume	30	0	30	0	0	0	0	0	0	0	0	0	0	60
14	stems	4	5	4	1	1	1	0	1	0	0	0	0	0	17
	volume	230	270	260	50	50	50	0	50	0	0	0	0	0	960
16	stems	6	10	6	2	0	0	0	0	0	1	0	0	0	25
	volume	470	1060	560	240	0	0	0	0	0	150	0	0	0	2480
18	stems	10	17	6	2	0	2	0	1	2	0	0	0	1	41
	volume	1390	2740	970	370	0	270	0	140	310	0	0	0	140	6330
20	stems	4	16	3	1	0	1	3	0	0	0	1	0	1	30
	volume	800	3580	520	310	0	190	520	0	0	0	190	0	230	6340
22	stems	1	14	1	7	0	1	2	0	0	0	1	0	0	27
	volume	310	4280	240	2340	0	240	620	0	0	0	180	0	0	8210
24	stems	5	8	2	3	0	0	0	0	1	0	0	0	1	20
	volume	1390	3140	500	1360	0	0	0	0	310	0	0	0	450	7150
26	stems	1	6	0	10	0	0	0	0	0	0	0	0	0	17
	volume	470	2580	0	5880	0	0	0	0	0	0	0	0	0	8930
28	stems	1	4	0	6	0	0	0	0	0	0	0	0	0	11
	volume	780	1800	0	3820	0	0	0	0	0	0	0	0	0	6400
30	stems	1	0	0	0	0	0	0	0	0	0	0	0	0	1
	volume	680	0	0	0	0	0	0	0	0	0	0	0	0	680
32	stems	0	2	0	0	0	0	0	0	0	0	0	0	0	2
	volume	0	1580	0	0	0	0	0	0	0	0	0	0	0	1580
34	stems	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0
36	stems	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0
38	stems	0	0	0	1	0	0	0	0	0	0	0	0	0	1
	volume	0	0	0	1210	0	0	0	0	0	0	0	0	0	1210
40	stems	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	STEMS	34	82	23	33	1	5	5	2	3	1	2	0	3	194
	VOLUME	6550	21030	3080	15580	50	750	1140	190	620	150	370	0	820	50330

KEY:

WHO	white oak	"X"-TREES
BLO	black oak	----------
HIC	hickory	10
YEP	yellow poplar	
SUM	sugar maple	
ASH	white ash	
BEE	american beech	
BLG	black gum	
SOM	soft maple	
BLC	black cherry	
BLW	black walnut	
SAS	sassafras	
MISC	miscellaneous	
	SYC-3	

**NOTE: WHO veneer volume is included in total volume.
This tract marked with red.

********** ********** **********

HARVEST DATA

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1798	Boardfeet Per Acre
259	Boardfeet Per Tree
55	Percent Oak

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WHITE OAK VENEER

423	Boardfeet on
2	Trees

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TABLE 4: ESTIMATED VOLUMES BY SPECIES AND DIAMETER CLASS FOR ITEM 1
TRACT 3 Stand 916 59 ACRES

DBH		WHO	BLO	HIC	YEP	SUM	ASH	BEE	BLG	SOM	BLC	BLW	SAS	MISC	TOTAL
12	stems	10	3	11	2	3	5	0	0	0	0	1	0	0	35
	volume	230	70	310	60	70	140	0	0	0	0	30	0	0	910
14	stems	15	21	14	0	3	11	0	0	1	0	1	0	0	66
	volume	650	1080	660	0	140	610	0	0	50	0	50	0	0	3240
16	stems	18	24	24	1	3	7	0	0	1	2	3	0	0	83
	volume	1570	2380	1840	40	120	580	0	0	100	170	150	0	0	6950
18	stems	23	37	15	3	1	13	0	0	3	0	1	0	0	96
	volume	2930	5310	1550	500	100	1550	0	0	410	0	140	0	0	12490
20	stems	20	33	12	3	0	3	0	11	0	2	0	0	0	84
	volume	3530	6940	2080	690	0	560	0	1510	0	300	0	0	0	15610
22	stems	7	37	9	9	1	7	0	0	1	1	0	0	1	73
	volume	1700	9390	1870	2490	240	1700	0	0	180	240	0	0	360	18170
24	stems	7	35	3	6	0	4	0	0	0	0	1	0	0	56
	volume	2230	11480	330	2460	0	1080	0	0	0	0	230	0	0	17810
26	stems	2	20	1	4	0	1	0	0	0	0	0	0	0	28
	volume	740	8340	270	1280	0	270	0	0	0	0	0	0	0	10900
28	stems	2	11	0	2	0	0	0	0	0	0	0	0	0	15
	volume	660	5550	0	1140	0	0	0	0	0	0	0	0	0	7350
30	stems	0	5	0	0	0	0	0	0	0	0	0	0	0	5
	volume	0	2660	0	0	0	0	0	0	0	0	0	0	0	2660
32	stems	0	3	0	1	0	0	0	0	0	0	0	0	0	4
	volume	0	1710	0	450	0	0	0	0	0	0	0	0	0	2160
34	stems	0	3	0	1	0	0	0	0	0	0	0	0	0	4
	volume	0	1560	0	520	0	0	0	0	0	0	0	0	0	2080
36	stems	0	2	0	0	0	0	0	0	0	0	0	0	0	2
	volume	0	1200	0	0	0	0	0	0	0	0	0	0	0	1200
38	stems	0	0	0	1	0	0	0	0	0	0	0	0	0	1
	volume	0	0	0	1210	0	0	0	0	0	0	0	0	0	1210
40	stems	0	0	0	1	0	0	0	0	0	0	0	0	0	1
	volume	0	0	0	760	0	0	0	0	0	0	0	0	0	760
TOTALS	STEMS	104	234	89	34	11	51	0	11	6	5	7	0	1	553
	VOLUME	14240	57670	8910	11600	670	6490	0	1510	740	710	600	0	360	103500

KEY:

WHO	white oak	"X"-TREES
BLO	black oak	----------
HIC	hickory	112
YEP	yellow poplar	
SUM	sugar maple	
ASH	white ash	
BEE	american beech	
BLG	black gum	
SOM	soft maple	
BLC	black cherry	
BLW	black walnut	
SAS	sassafras	
MISC	miscellaneous	
	1-sycamore	

**NOTE: WHO veneer volume is included in total volume.
This tract marked with red

********** ********** **********
HARVEST DATA
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1754	Boardfeet Per Acre
187	Boardfeet Per Tree
69	Percent Oak

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White Oak

0	Boardfeet on
0	Trees

********** ********** **********

TABLE 5: ESTIMATED VOLUMES BY SPECIES AND DIAMETER CLASS FOR ITEM 1
TRACT 4 Stand 909 93 ACRES

DBH		WHO	BLO	HIC	YEP	SUM	ASH	BEE	BLG	SOM	BLC	BLW	SAS	MISC	TOTAL
12	stems	1	3	8	0	3	3	0	0	2	0	0	0	0	20
	volume	20	80	240	0	80	90	0	0	50	0	0	0	0	560
14	stems	0	19	5	5	2	12	2	2	1	0	0	0	0	48
	volume	0	960	260	250	80	780	80	110	60	0	0	0	0	2580
16	stems	1	22	11	20	2	12	1	2	1	1	0	0	1	74
	volume	120	2080	1170	2290	110	1180	100	170	100	70	0	0	70	7460
18	stems	4	30	15	20	4	17	1	3	4	2	0	0	1	101
	volume	640	4560	2430	3550	390	2850	100	480	540	250	0	0	140	15930
20	stems	2	30	9	50	0	19	2	0	3	1	1	0	1	118
	volume	420	6040	1950	11820	0	4140	330	0	690	140	230	0	230	25990
22	stems	1	45	10	55	4	9	4	0	3	0	1	0	0	132
	volume	410	13840	2860	18400	980	2840	1020	0	730	0	310	0	0	41390
24	stems	1	38	2	57	0	6	3	0	3	2	0	0	1	113
	volume	390	14610	760	25390	0	2220	1010	0	1010	630	0	0	520	46540
26	stems	8	45	3	60	2	2	1	0	1	0	0	0	0	122
	volume	3630	22580	1580	33880	1110	1190	370	0	270	0	0	0	0	64610
28	stems	4	30	0	39	0	0	0	0	0	0	0	0	0	73
	volume	2480	17540	0	26990	0	0	0	0	0	0	0	0	0	47010
30	stems	1	17	0	34	0	0	0	0	0	0	0	0	0	52
	volume	680	12190	0	28680	0	0	0	0	0	0	0	0	0	41550
32	stems	0	4	0	10	0	0	0	0	0	0	0	0	0	14
	volume	0	2860	0	10300	0	0	0	0	0	0	0	0	0	13160
34	stems	0	1	0	7	0	0	0	0	0	0	0	0	0	8
	volume	0	930	0	8320	0	0	0	0	0	0	0	0	0	9250
36	stems	0	0	0	4	0	0	0	0	0	0	0	0	0	4
	volume	0	0	0	5640	0	0	0	0	0	0	0	0	0	5640
38	stems	0	0	0	3	0	0	0	0	0	0	0	0	0	3
	volume	0	0	0	5100	0	0	0	0	0	0	0	0	0	5100
40	stems	0	0	0	1	0	0	0	0	0	0	0	0	0	1
	volume	0	0	0	1920	0	0	0	0	0	0	0	0	0	1920
TOTALS	STEMS	23	284	63	365	17	80	14	7	18	6	2	0	4	883
	VOLUME	8790	98270	11250	182530	2750	15290	3010	760	3450	1090	540	0	960	328690

KEY:

WHO	white oak	"X"-TREES
BLO	black oak	----------
HIC	hickory	83
YEP	yellow poplar	
SUM	sugar maple	
ASH	white ash	
BEE	american beech	
BLG	black gum	
SOM	soft maple	
BLC	black cherry	
BLW	black walnut	
SAS	sassafras	
MISC	miscellaneous	
	4-sycamore	

**NOTE: WHO veneer volume is included in total volume.
This tract marked with RED

********** ********** **********
HARVEST DATA
---------- ---------- ----------

3534	Boardfeet Per Acre
372	Boardfeet Per Tree
33	Percent Oak

---------- ---------- ----------
White Oak

1700	Boardfeet on
8	Trees

********** ********** **********

TABLE 6: ESTIMATED VOLUMES BY SPECIES AND DIAMETER CLASS FOR ITEM 1
TRACT 5 Stand 912 15 ACRES

DBH		WHO	BLO	HIC	YEP	SUM	ASH	BEE	BLG	SOM	BLC	BLW	SAS	MISC	TOTAL
12	stems	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14	stems	0	0	0	2	0	1	1	0	0	0	0	0	0	4
	volume	0	0	0	110	0	80	60	0	0	0	0	0	0	250
16	stems	0	1	0	2	0	0	0	0	0	0	0	0	0	3
	volume	0	120	0	220	0	0	0	0	0	0	0	0	0	340
18	stems	0	2	1	9	0	0	0	0	0	0	0	0	2	14
	volume	0	270	170	1470	0	0	0	0	0	0	0	0	270	2180
20	stems	0	0	1	17	0	2	0	1	0	0	0	0	2	23
	volume	0	0	270	3910	0	140	0	190	0	0	0	0	540	5050
22	stems	0	2	4	18	0	0	0	0	0	0	0	0	0	24
	volume	0	490	1290	6180	0	0	0	0	0	0	0	0	0	7960
24	stems	1	3	3	34	0	1	0	0	1	0	0	0	2	45
	volume	310	1280	1360	16080	0	450	0	0	230	0	0	0	910	20620
26	stems	0	0	1	19	0	1	0	0	1	0	0	0	1	23
	volume	0	0	550	11070	0	470	0	0	470	0	0	0	640	13200
28	stems	1	4	0	11	0	0	0	0	0	0	0	0	0	16
	volume	570	2690	0	7410	0	0	0	0	0	0	0	0	0	10670
30	stems	0	2	0	8	0	0	0	0	0	0	0	0	0	10
	volume	0	1360	0	5640	0	0	0	0	0	0	0	0	0	7000
32	stems	0	0	0	7	0	0	0	0	0	0	0	0	0	7
	volume	0	0	0	6330	0	0	0	0	0	0	0	0	0	6330
34	stems	0	0	0	1	0	0	0	0	0	0	0	0	0	1
	volume	0	0	0	930	0	0	0	0	0	0	0	0	0	930
36	stems	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0
38	stems	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0
40	stems	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	volume	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	STEMS	2	14	10	128	0	5	1	1	2	0	0	0	7	170
	VOLUME	880	6210	3640	59350	0	1140	60	190	700	0	0	0	2360	74530

KEY:

WHO	white oak	"X"-TREES
BLO	black oak	---
HIC	hickory	8
YEP	yellow poplar	
SUM	sugar maple	
ASH	white ash	
BEE	american beech	
BLG	black gum	
SOM	soft maple	
BLC	black cherry	
BLW	black walnut	
SAS	sassafras	
MISC	miscellaneous 9-Sycamore	

**NOTE: WHO veneer volume is included in total volume.
This tract marked with BLUE

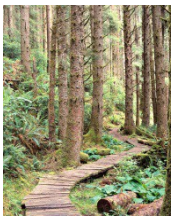
********** ********** **********
HARVEST DATA
--- --- ---

4969	Boardfeet Per Acre
438	Boardfeet Per Tree
10	Percent Oak

--- --- ---
White Oak

0	Boardfeet on
0	Trees

********** ********** **********



SALE GOVERNMENT PROPERTY

INVITATION NO. N40085-15-RP-00040

Skeet Timber Sale at NSA Crane, Indiana

Submit an original sealed bid, for each compartment, subject to the terms and conditions set forth herein, for the purchase and removal of the Government-owned property listed in this Invitation, the bids will be received until the time, date, and at the place indicated below, and then publicly opened.

Date of Opening: 12 February 2015

Time of Opening: 2:00 PM

Location: Naval Support Activity Crane
300 Highway 361, Bldg. 2516
Conference Room B
Crane, Indiana 47522

20% Bid Deposit Required

Issued by: Naval Facilities Engineering Command, Mid-Atlantic
9742 Maryland Avenue
Norfolk, Virginia 23511

NOTICE

The Base Forester will accompany prospective bidders to the site on February 12, 2015 at 9:00 a.m.