

DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
FOREST RESOURCES
P.O. BOX 33055
BUILDING 07985 PLANT ROAD
JOINT BASE LEWIS-MCCHORD, WA 98433-0055

Invitation for Bids for
**SALE AND OFF-SITE REMOVAL OF
GOVERNMENT-OWNED FOREST PRODUCTS**
Location: Fort Leonard Wood, Missouri

INVITATION NO. DACA679250018800, January 21, 2025

Sealed bids, subject to the terms and conditions set forth herein, for the purchase and removal of the Government-owned forest products listed in this Invitation, will be received until the date, time and at the location indicated below, and then publicly opened. (SEE PRIVACY ACT NOTICES SHOWN BELOW AND ON PAGE 2 BEFORE COMPLETING THE BID FORMS.)

SEALED BIDS WILL BE OPENED	
Date:	Wednesday, March 5, 2025
Time:	10:00 a.m., Local Time
Location:	Bldg. 11400 8112 Nebraska Ave USAG Fort Leonard Wood, MO 65473

BID DEPOSIT REQUIRED:

- *For bids less than or equal to \$5,000, 25% of the bid.
- *For bids greater than \$5,000, 20% of the bid.
- *An additional 25% (performance deposit) will be required prior to start of harvesting operations.

INSPECTION INVITED JANUARY 22, 2025 THRU March 4, 2025 BY APPOINTMENT ONLY

FOR INFORMATION CONTACT:

- K.J. Petry, Forester, Fort Leonard Wood, MO, Phone 573-596-0871 or kyle.j.petry.civ@army.mil
- Rick Kuykendall, Seattle District, Corps of Engineers, Seattle, Washington, Phone 253-964-2100

Privacy Act Notice. The purpose of this Invitation is to solicit bids from prospective forest product purchasers to determine the best-qualified bidder, price and other consideration included. Information required from the bidder is voluntary; however, failure to furnish such information would disqualify the bid. Authority: 40 USC 545, Federal Property and Administrative Services Act of 1949, as amended.

**US Army Corps
of Engineers**



SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- NOTICE TO BIDDERS

IT IS RECOMMENDED THAT PRIOR TO SUBMITTING A BID, ALL INTERESTED PARTIES DISCUSS THE PROVISIONS OF THIS INVITATION FOR BIDS WITH THE FORT LEONARD WOOD FORESTER:

- K.J. Petry, Phone 573-596-0871 or kyle.j.petry.civ@army.mil

BE SURE TO FILL OUT YOUR BID FORMS COMPLETELY. ERRORS AND OMISSIONS WILL DELAY BID ACCEPTANCE AND CONTRACT AWARD. PLEASE PAY SPECIAL ATTENTION TO THE FOLLOWING:

- Unit prices must be filled in on the Item Bid Page.
- Photocopied signatures on Bid forms and/or the Certificate of Corporate Bidder will not be accepted.
- The "Certificate as to Small Business Status" located in the center of the Bid page must be completed.
- Corporate Bidders must complete the Certificate of Corporate Bidder.
- CHECK YOUR MATH!!!

PRIVACY ACT NOTICE - Data Required by the Privacy Act of 1974.

Pursuant to Public Law 104-134, Section 31001(i), each person doing business with a federal agency (in this case the Department of the Army) is required to furnish to that agency such person's taxpayer identifying number. In this particular matter, you are considered as a person doing business with a federal agency. **Any person required to furnish a taxpayer identifying number is hereby informed that it is the federal agency's intent to use such taxpayer identifying number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with the Government.**

The personal information requested on page 3 is needed and will be used to contact the bidders and, in the case of successful bidders, to prepare sale contracts. Page 3, containing a successful bidder's address, will be made available to the public upon request.

SALE OF GOVERNMENT FOREST PRODUCTS BID AND AWARD		INVITATION FOR BIDS NO. DACA679250018800	PAGE 3
BID (This Section to be completed by the Bidder)		DATE OF BID: March 5, 2025	
<p>In compliance with the Invitation identified on the cover page hereof, and subject to all the sale terms and conditions contained in Instructions to Bidders, General Sale Terms and Conditions, and Special Sales Terms and Conditions, all of which are incorporated as part of this Bid, the undersigned offers and agrees, if the Bid be accepted within 60 calendar days after date of Bid opening, to purchase and pay for any or all of the items listed for sale on Item Bid Page and to remove the property and perform the other required work as specified herein, after notice of acceptance by the Government. The total amount bid is \$ _____. (Sum of Bid Items 1 through 9)</p> <p>Attached is the required Bid Deposit in the form of _____, in the amount of \$ _____.</p>			
<p><i>All bidders should complete the "Certificate As to Small Business Status" set forth below. This certificate must be completed and made a part of every Invitation to Bid on the sale of Government-owned timber with an estimated value of \$2,000 or more. Failure to properly execute this certificate will not invalidate a bid, but a proper statement must be signed before the bid is accepted by the Government. Refusal or delay in executing a proper statement is grounds for rejecting the bid. Intentional falsification of this certificate is a criminal offense punishable by a fine of not more than \$5,000 or imprisonment for not more than two years, or both. (Title 15, United States Code, Section 645(a).)</i></p> <p style="text-align: center;"><u>CERTIFICATE AS TO SMALL BUSINESS STATUS</u></p> <p>The Bidder certifies that Bidder (is) (is not) a small business concern within the terms of the following definition:</p> <p>In sales of Government-owned forest products a "small business" is a concern that: (1) is primarily engaged in the logging or forest products industry: (2) is independently owned and operated: (3) is not dominant in its field of operations: and (4) together with its affiliates does not employ more than 500 persons.</p> <p style="text-align: center;"><u>CORPORATE CERTIFICATE</u></p> <p>I, _____ certify that I am the _____ of the corporation named as Purchaser herein; that _____, who signed this contract on behalf of the Purchaser, was then _____ of said corporation; and said contract was duly signed for and _____ (Title)</p> <p>on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.</p> <p style="text-align: right;">_____ (CORPORATE SEAL)</p> <p style="text-align: center;">(Signature)</p> <p>The signature of Secretary/Attesting Officer and the individual signing the bid above cannot be the same</p>			
NAME AND ADDRESS OF BIDDER (STREET, CITY, STATE, AND ZONE) (TYPE OR PRINT)		SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	
<p>► Check appropriate box: <input type="checkbox"/> Individual/Sole Proprietor <input type="checkbox"/> Corporation (see page 4 and Condition 26f) <input type="checkbox"/> Partnership <input type="checkbox"/> Other _____</p> <p>TELEPHONE NUMBER: _____</p> <p>Social Security No. OR Federal TAX ID No: _____</p>		SIGNER'S NAME AND TITLE (Type or print)	
ACCEPTANCE BY THE GOVERNMENT (This Section for Government use only)		DATE OF ACCEPTANCE	
ACCEPTED AS TO ITEMS NUMBERED		UNITED STATES OF AMERICA BY _____	
TOTAL AMOUNT	CONTRACT NUMBER DACA677250018900 MCCANN THINNING	TITLE OF REAL ESTATE CONTRACTING OFFICER	

RETURN WITH BID

SALE OF GOVERNMENT-OWNED FOREST PRODUCTS -- ITEM 1 BID PAGE

SALE OF GOVERNMENT FOREST PRODUCTS ITEM BID PAGE		INVITATION FOR BIDS NO. DACA679250018800 MCCANN THINNING			PAGE 4	
ITEM NO.	PRODUCTS FOR SALE	QUANTITY (No. of Trees)	UNIT OF MEASURE Tons	PRICE BID PER UNIT	TO BE SUPPLIED BY BIDDER	
					TOTAL PRICE BID	
					DOLLARS	CENTS
	Pine Sawtimber		2,999			
	Pine Non-sawtimber		1,411			
	TOTAL		4,410			
BIDDER IS CAUTIONED TO INSPECT THE PROPERTY				NAME OF BIDDER (Type or print)		
BIDDER'S NAME SHOULD APPEAR ON EACH ITEM BID PAGE CONTAINING A BID.						

SALE OF GOVERNMENT FOREST PRODUCTS DESCRIPTION AND MAP OF SALE AREA	INVITATION FOR BIDS NO. DACA679250018800 McCann Thinning	PAGE 5
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DESCRIPTION OF FOREST PRODUCTS SALE AREA(S)

<u>Sale Name.</u>	McCann Thinning Timber Sale
<u>Sale Type.</u>	Partial Cut
<u>Bid Type</u>	Per ton
<u>Minimum Acceptable Bid.</u>	Not advertised

Metal Contamination. This sale is not expected to be metal contaminated (see Section III, Paragraph 11).

1. Description of Sale.

a. Location of sale: The McCann Thinning timber sale is located in Pulaski County, MO on Federal property managed by Fort Leonard Wood.

b. Sale Area: This sale consists of three units, which contain approximately 147 acres. The attached maps, Exhibits A, B, and C outline the property and timber unit boundaries. Unit boundaries are delineated by a timber type change on all sides (Pine vs. Mixed Hardwood). Detailed maps (i.e., topographic maps) may be provided upon request.

2. Estimated Volume.

a. Volume estimates shown below are based on rounded cruise information. The Government makes no guarantee or warranty as to the volume or grade of any material included in this sale. Bidders/Purchasers are encouraged to make their own estimates of quality and quantity of the offered timber; however, all bids and bid deposits must be based on the estimated volumes shown below.

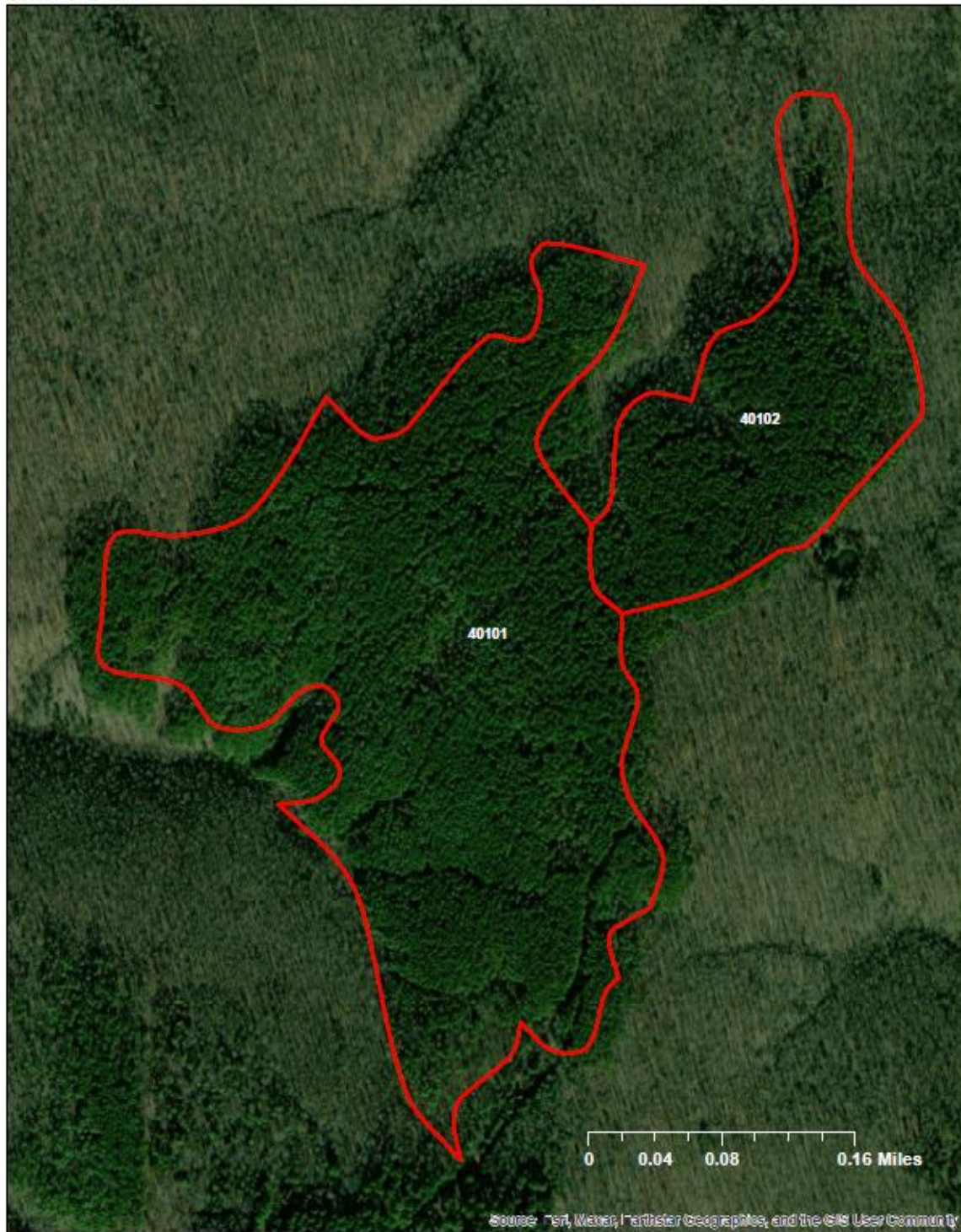
b. Upon request, a more detailed timber sale summary may be provided.

McCann Thinning Sawtimber Summary by Species	
Species	Tons
Pine Sawtimber	2,999
Pine Non-sawtimber	1,411
Total	4,410

**FY2024 Pine Thinning Unit #1
(Stand # 40101, 40102)**



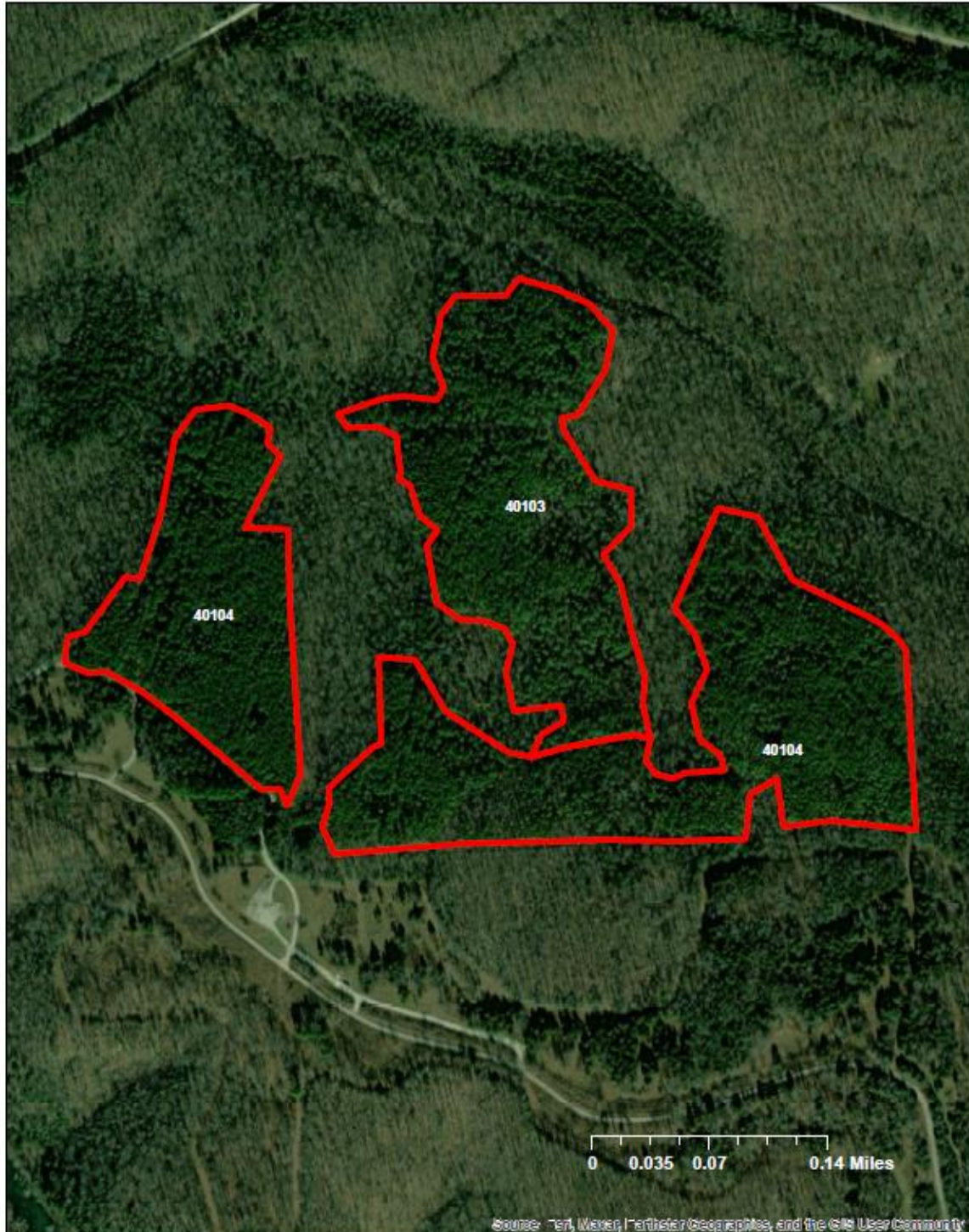
Acres: +/- 73



**FY2024 Pine Thinning Unit #2
(Stand # 40103, 40104)**



Acres: +/- 49



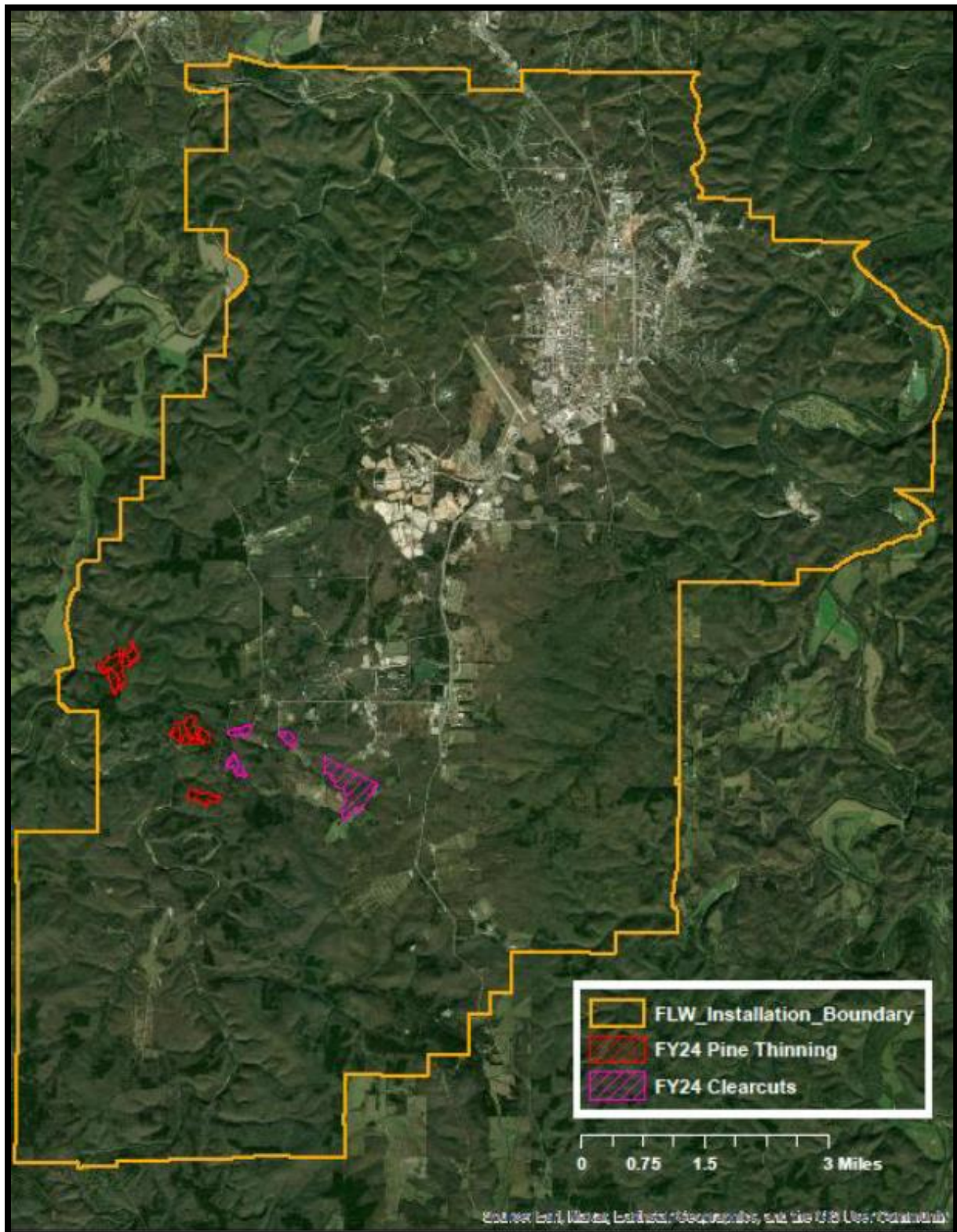
**FY2024 Pine Thinning Unit #3
(Stand # 40105)**



Acres: +/- 25



INVITATION FOR BIDS NO.
DACA679250018800
McCann Thinning



SECTION II - SALE OF GOVERNMENT FOREST PRODUCTS - INSTRUCTION TO BIDDERS

1. Knowledge of Sale Terms and Conditions. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements herein contained. Any oral statement or representation by a representative of the Government, changing or supplementing any condition of this advertisement or contract resulting therefrom is unauthorized and shall confer no right upon the bidder or purchaser.
2. Inspection. The bidders are invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. Property is available for inspection during the times and through arrangements made as specified on the cover sheet of this invitation. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.
3. Condition of Property. The property is offered for sale "as is" and "where is" with the bidder being obligated and responsible to provide at the bidder's sole expense and without any cost whatsoever to the Government all labor, equipment, materials, and supplies required to harvest and remove the forest products involved. The description of the property is believed to be sufficiently specific for purposes of identification. Any error or omission in the description (including location) shall not constitute any ground or reason for nonperformance of the contract or claim by the successful bidder for any allowance, refund or deduction from the amounts offered. The Government does not make any guarantee or warranty expressed or implied with respect to the property as to quantity, quality, character or condition, size or kind, or that the property is in condition or fit to be used for the purpose for which intended. The purchaser acknowledges that the purchaser is satisfied as to the location, field conditions, and volume of forest products to be removed from the designated area(s). This contract shall be construed to have the intent of covering all the designated forest products of the specified species and sizes on the area and as described herein and shall include all such forest products whether less than, equal to or in excess of the estimated volume or quantity stated.
4. Preparation and Submittal of Bids.
 - a. Bid Items. Unless the Invitation otherwise provides, bids may be submitted on any or all items; however, 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.
 - b. Bid Form. Sealed bids must be executed and submitted on the bid form accompanying this invitation for bids, bid and acceptance, or on exact copies thereof. Bids shall be filled out in ink, or typed, with all erasures, strikeouts, and corrections initialed in ink. Additional copies of the bid form may be obtained from the District Engineer.
 - c. Execution of Bid. A bid executed by an attorney or agent on behalf of the bidder must be accompanied by an authenticated copy of the attorney/agent's Power of Attorney or other evidence of the attorney/agent's authority to act on behalf of the bidder. If the bidder is a corporation, the Certificate of Corporate Bidder (page 3), 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, there may be attached to the bid a copy of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be a true copy.

d. Marking and Addressing of Bid Envelope.

This invitation number and bid-opening time must be plainly marked on the left side of the sealed envelope in which bids are submitted, for example:

RETURN ADDRESS

DPW Environmental Division
C/O Directorate of Public Works
ATTN: (K.J. Petry)
8112 Nebraska Ave, Bldg. 11400
USAG Fort Leonard Wood, MO 65473

Sealed Bid To be opened:

TIME: 10:00 a.m., Local Time

DATE: March 5, 2025

SALE: McCann Thinning

INVITATION NO.: DACA679250018800

(2) Bids submitted with a guaranteed delivery time prior to the designated opening time by means of U.S. Postal Service Express Mail MUST comply as follows:

e. Delivery of Bids. It will be the duty of each bidder to see that the bid is delivered by the time and at the place prescribed in the invitation. Bids received prior to the time of opening will be securely kept, unopened. The person whose duty it is to open them will decide when the specified time has arrived, and no bid or modifications of a bid, or withdrawals of a bid received thereafter, will be considered, except those received before award is made and is either (1) sent by registered or certified mail at least 5 calendar days before the specified receipt date, through the U.S. or Canadian Postal Services to the specified address; or (2) sent by Express Mail Next Day Service of the U.S. Postal Service not later than 5:00 p.m. at the place of mailing, 2 working days before the specified bid receipt date to the specified address. No responsibility will be attached for the premature opening of a bid not properly addressed and identified. All modifications of a bid or withdrawals of a bid must be in writing. Electronic Media bids will not be considered, but modifications or withdrawals, sent by email to: richard.j.kuykendall@usace.army.mil or by FAX to Richard J. Kuykendall, FAX number (253) 964-1804, of bids already submitted will be considered, if received prior to the time set for opening bids.

5. Bid Deposit. A bid deposit in the amount of not less than 20 percent of the total bid price or the total amount of the bid if the estimated total bid price is less than \$1,000 must accompany each bid. Such deposit must be furnished in postal, express or bank money order; cashier's, certified, or traveler's check; or a combination thereof made payable to the order of FAO, USAED, SEATTLE. The deposit of the successful bidder will be retained by the Government and applied against the payment of the forest product sold. The sale will be on all-cash basis with other periodic payments required as hereinafter specified under Condition 3, Section III. In the event that a bidder is sent a Notification of Intent to Award as provided for in Section II (8) of this contract and fails to tender the performance deposit or bond as specified in Section III (2) of this contract, the total bid deposit submitted by said bidder will be retained by the Government.

6. Opening of Bids. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested, who may be present, either in person or by representatives; provided, however, that any information submitted in support thereof, the disclosure of which may tend to subject the person submitting it to competitive business disadvantage, will upon request be held in strict confidence by the Government.

7. 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. In the event the bidder inserts a total price on the item but falls 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. The unit price shall govern in any case of error in calculation of the estimated total contract price.

8. Award of Contract.

a. The responsible bidder whose bid, conforming to the invitation of bids, is most advantageous to the Government, price and other factors considered, will be notified (Notification of Intent to Award) that an award will be made to the bidder upon tender of the performance deposit or bond as specified in Section III (2) of this contract. In the event that the performance deposit or bond is not tendered within the specified period, the Government may, at its option, select from the remaining bids the responsible bidder whose bid, conforming to the invitation of bids, is most advantageous to the Government, price and other factors considered. That bidder will be notified that an award will be made to the bidder upon tender of the performance deposit or bond as provided in Section III (2) of this contract. The Government may, when in its interest, reject any or all bids or waive any informality in bids received. The Government may accept any item or combination of items of a bid, unless precluded by the invitation for bids or the bidder includes in the bid a restrictive limitation.

b. In the absence of information clearly indicating that the bidder is responsible, the Real Estate Contracting Officer (RECO) shall conclude that the bidder does not qualify as a responsible bidder. To determine a bidder to be responsible, a RECO must find that:

(1) The bidder has adequate financial resources to perform the contract or the ability to obtain them;

(2) The bidder is able to perform the contract within the contract term taking into consideration all existing commercial and governmental business commitments;

(3) The bidder has a satisfactory performance record on timber sale contracts. A prospective bidder that is or recently has been seriously deficient in contract performance shall be presumed not to be responsible, unless the RECO determines that the circumstances were beyond the bidder's control and were not created through improper actions by the bidder or affiliate, or that the bidder has taken appropriate corrective action. Past failure to apply sufficient tenacity and perseverance to perform acceptably under a contract is strong evidence that a purchaser is not a responsible bidder. The RECO shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;

(4) The bidder has a satisfactory record of integrity and business ethics;

(5) The bidder has or is able to obtain equipment and supplies suitable for logging the timber and for meeting the resource protection provisions of the contract;

(6) The bidder is otherwise qualified and eligible to receive an award under applicable laws and regulations.

c. A bidder may protest a determination made in the bid/award process to the RECO within 30 days of the date of the notification or rejection letter to the bidder. If the protest cannot be disposed of by agreement, the RECO will within 14 days forward the protest to the Northwestern Division Real Estate Contracting Officer, U.S. Army Corps of Engineers, Portland, Oregon and so notify the protester in writing of such action. The Northwestern Division Real Estate Contracting Officer should consider such protest within 60 days of delivery, but may continue the Sale of Government Forest Products process. In connection with any written protest proceedings under this provision, protestor should clearly:

- (1) Identify the Invitation For Bid No.;
- (2) Identify contact parties;
- (3) State the reasons for the protest;
- (4) Provide documentation in support of the protest; and
- (5) State what is the desired result.

The decision of the Division Real Estate Contracting Officer shall be final and conclusive. A written copy of the decision shall be mailed or otherwise furnished to the protester. The Government reserves the right to establish management objectives and requirements designed to achieve these objectives. These objectives are not subject to this protest process.

9. Interstate Commerce. The Interstate Commerce Act makes it unlawful for anyone other than those duly licensed under the act to transport this property in interstate commerce for hire. Anyone aiding or abetting in such violation is a principal in committing the offense (49 USC 301-327; 10101-11914).

SECTION III - SALE OF GOVERNMENT FOREST PRODUCTS –
GENERAL SALE TERMS AND CONDITIONS

1. Definitions.

a. The term "Secretary" as used herein means the Secretary of the Army, and the term "duly Authorized Representative" means the Director of Real Estate, U.S. Army Corps of Engineers, or an individual or board designated by him.

b. The term "Real Estate Contracting Officer" (RECO) as used herein means the person executing this contract on behalf of the Government and includes a duly appointed successor Authorized Representative.

2. Performance Deposit or Bond. In addition to the payments required under the provisions of this contract, the bidder will, within thirty (30) calendar days after receiving a Notification of Intent to Award, deliver to the Government a certified check, cashier's check, traveler's check, or postal money order, payable to the order of FAO, USAED, SEATTLE, in the amount of \$10,000 in order to insure faithful performance under this contract. Should the bidder fail to deliver said amount as specified, the government will proceed as provided for in Section II (8) of this contract. If the contract is performed to the complete satisfaction of the RECO, said deposit shall be returned to the purchaser upon completion of the contract. In lieu of the deposit of a certified check, cashier's check, traveler's check, or postal money order, the purchaser may furnish a performance bond, with surety approved by, and in a form acceptable to said RECO, the penal sum of such bond to be the same as the total performance deposits provided for above. Standard Form 25 may be used for this purpose.

3. Payments. The purchaser agrees to make periodic payments in advance for forest products when billed.

a. For unit price sales, such payment shall be made within fifteen (15) calendar days after Notice of Acceptance.

(1) For all contracts of \$1,000 or less, the balance of the estimated total purchase price.

(2) For all other contracts, an amount to be established by the RECO but in no case less than 10 percent of the total estimated price. In the event there is any surplus of funds to purchaser's credit on deposit upon completion of removal operations as required under the terms of the contract, a refund of such surplus will be made to said purchaser.

(a) Sawlogs: Sawlog price will be charged for all material that can be merchandised to a 16 foot stick with a minimum top diameter of 10".

(b) Non-Sawlog: Non-Sawlog price will be charged for all material that can be merchandised to at least an 8 foot stick with a minimum top diameter of 4".

4. Billings. The purchaser will be billed periodically for the estimated quantities of forest products determined by the RECO to be removed during a given operational period.

5. Methods of Payment. All payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the FAO, USAED, SEATTLE. Billing payments will be remitted within ten (10) calendar days to the date of the billing, directly to the Project Office or District Office, as specified under Special Sale Terms and Conditions. Late Payment of bills is subject to interest accrual based on current U.S. Treasury rates.

6. Defaults. If, after the award, the purchaser breaches the contract by failing to make any payments as required, or by failing to remove the property as required, then the RECO may send the purchaser a fifteen (15) calendar day, written notice of default (calculated from date of mailing), and upon purchaser's failure to cure such default within that period (or such further period as RECO may allow), the purchaser shall lose all the right, title, and interest which the purchaser might otherwise have acquired in and to the property as to which a default has occurred. The purchaser agrees that in the event the purchaser fails to pay for the property or remove the same within the prescribed time, the RECO at her/his election and upon notice of default, shall be entitled to retain (or collect) as liquidated damages a sum equal to the total amount of such loss or damages sustained. When the RECO exercises this election, the RECO shall specifically apprise the purchaser either in the 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. The maximum sum, moreover, which may be recovered by the Government as damages for failure of the purchaser to remove the property and pay for the same shall be such formula amount. If the purchaser otherwise fails in the performance of the purchaser's obligations thereunder, the Government may exercise such rights and may pursue such remedies as are provided by law or under the contract.

7. Disputes. Except as otherwise provided in this contract, 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 this decision to writing and mail or otherwise furnish a copy thereof to the purchaser. This decision of the RECO shall be final and conclusive unless, within thirty (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 Secretary of the Army. The decision of the Secretary or a duly authorized representative, for the determination of such appeals shall be final and conclusive unless determined to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. 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 the purchaser's appeal. Pending final decision of a dispute hereunder, the purchaser shall proceed diligently with the performance of the contract and in accordance with the RECO's decision.

8. Title Passage Unit Price Sale. All right, title, and interest in and to any included forest product shall remain in the Government until it has been removed from the authorized sale area, weighed, measured, accounted for, and paid for, at which time title shall vest in the purchaser.

9. Military Mission and Other Delays.

a. Military training takes precedents, therefore harvest operations may be delayed from time to time, and sale area closed, because of military training. Purchaser must notify the RECO prior to harvest operations regarding military schedules affecting access to the sale area. If the sale area is closed as a result of military training for a continuous period of thirty (30) calendar days or a total of sixty (60) calendar days, then at the option of the RECO, the contract may be extended or terminated.

b. At the option of the RECO, the contract may be extended or terminated in the event the purchaser experiences delays or interruptions of ten (10) days or longer, which stops included timber removal from the sale area through the Government's curtailment of harvesting operations due to specific legal requirements concerning the protection of "Endangered or Threatened Species" (plant or animal) and/or "Cultural/Historical Resources" within the sale area.

c. Stoppages may be ordered in writing by the RECO to protect Government property from excessive damage resulting from poor or wet logging condition or other requirement as stated.

d. The contract may be extended or terminated at the option of the RECO for causes noted under Conditions 9(a), 9(b), or 9(c) above. If terminated, the purchaser will be relieved of any further responsibility of removal of the forest products sold hereunder. Any sums prepaid or on deposit will be equitably adjusted upon clearance and final inspection of the area. Under lump sum contracts, this adjustment will be made in the same manner as outlined in Condition 11b below.

10. Extension of Time. The RECO may by a Supplemental Agreement or Change Order extend the time allocated for removal under the following conditions:

a. When the total volume of the forest product designated for removal exceeds the estimated volume advertised, the time allocated for removal may be extended for an equitable period, based upon the minimum weekly production required to complete the removal of the original estimated contract volume within the original allocated time. Weekly rate of production shall be determined as specified herein under Condition 2, Section IV, Schedule of Removal and Completion.

b. When purchaser desires a reasonable extension of time for the purchaser's own convenience, provided that:

(1) The RECO determines that the extension will not endanger final required installation deadlines; and

(2) The consideration for the extension is mutually agreed upon by purchaser and the RECO.

c. For days lost by the purchaser due to closure of the sale areas as ordered by the RECO as outlined in Conditions 9 above, this section.

d. For reasonable mobilization time (other than initial mobilization) as a result of major interruptions during contract period and where it is determined necessary by the RECO.

e. When purchaser experiences delay in commencing scheduled operations or interruption in active operations either of which stops removal of included timber from sale area(s) through curtailment of the purchaser's field operations for ten (10) or more consecutive calendar days during normal operating season due to causes beyond purchaser's control, including but not limited to acts of God, acts of public enemy, acts of Government, labor disputes, fires, insurrections, floods or earthquakes. (Normal precipitation within geographical vicinity of sale area not justification for extension.)

f. When other Government requirements prohibit access or operation in the sale area(s).

NOTE: To qualify for a time extension, the purchaser shall submit a request to the RECO in writing thirty (30) calendar days prior to the contract termination date citing applicable reasons described in a through f above.

11. Metal Contamination.

a. Some timber included under this sale contract may be contaminated with military bullets and/or shell fragments; and notwithstanding other provisions of this contract, it is not intended that the purchaser be required to harvest such trees when the contamination is determined too excessive by the RECO. If military metal is encountered, the purchaser will assist in determining the degree and extent of the contamination. After a thorough examination of the timber by the RECO, and a determination by the RECO that contamination is excessive, such timber or sale area will either be deleted from the contract or, if mutually agreeable, a reduction in the unit price may be negotiated only for this contaminated material. The reduced price will be based on the extra cost of harvesting and utilizing such contaminated material.

b. For timber and log deck sales where metal is not expected to be present: The Government will inspect any timber or log if, during the course of a contract, there is information discovered that would lead to the belief that metal may in fact be present. Any logs that contain metal shall be left on the sale area as cull. No logs that are believed to be metal contaminated shall be removed from the sale area without specific written permission from the Government and appropriate payment received from the Purchaser. In the event a log or logs are believed by the Purchaser to be metal free but are identified and rejected by a mill as metal contaminated, payment will be required from the Purchaser for such logs at the appropriate unit price bid.

c. For timber and log deck sales where metal is expected to be present: The Purchaser must provide a disclosure letter of possible metal domestic contamination to all destinations (use Government form). The completed form must be returned to the Corps of Engineers Forest Resources office prior to delivery to each destination.

12. Liability of Government. The purchaser hereby waives all claims and agrees to hold the Government harmless for any damages to property or injury to persons which may arise out of the existence of nonexploded ammunition, metal or foreign objects in trees on the premises, or for any damage whatsoever which may arise from the harvesting of timber by the purchaser or operations required hereunder.

13. Supervision. When cutting, logging, or other operations under this contract are in progress, the purchaser shall have a representative, readily available to the area of such operation at all times, who shall be authorized to receive on behalf of the purchaser, any notices and instructions given by the RECO in regard to performance under this contract, and to take such action thereon as is required by the terms of this contract.

14. Vehicles. Routes to be used for transportation of forest products from the reservation will be designated by RECO. Vehicles used in the transportation of forest products are subject to Federal, State, and local laws and regulations governing the securing of loads, size, weight, and load limitations. All vehicles, including those authorized to transport forest products, must have a copy of signed contract available at all times.

15. Compliance with Laws, Rules, Regulations. All operations in connection with the removal of forest products sold hereunder shall be subject to all installation, local, State, and Federal laws and regulations pertaining to security, loading and operation of vehicles, fire, safety, sanitation, environmental protection, and other rules, regulations, and directions prescribed by the Contacting Officer in addition to those outlined below. Failure to abide by such laws, rules, regulations, or directions may result in work stoppage or termination of the contract.

a. Protection of Government Property and Personnel. All Government property including utility lines, ditches, bridges, and fences located within or immediately outside the exterior boundaries of the sale area, shall be protected so far as possible in logging and other operations, and if damaged, shall be repaired and restored immediately by the purchaser. Subject to the approval of the RECO, any utility line or fence which may be damaged in felling or logging operations may be moved from one location to another, or specified trees may be left uncut. Roads, trails, and designated fire lanes shall at all times be kept free of logs, brush, and debris resulting from the purchaser's operations hereunder, and any road or trail used by the purchaser in connection with this sale that is damaged or injured beyond ordinary wear and tear through such use shall promptly be repaired by the purchaser to its original condition. The purchaser shall exercise due caution to ensure the safety of all personnel on the sale area including all Government personnel engaged in inspection of purchaser activities.

b. Prohibition on Waste. The purchaser shall refrain from leaving behind waste on Government property, including, but not limited to, glass, metal, paper, plastic, oils, lubricants, fuels, detergents, or any other solid or liquid pollutants and shall ensure that the purchaser's employees, agents, and subcontractors refrain from doing so. Persistent waste may result in work stoppage or termination of the contract. Cleanup costs to address waste left behind during implementation of the actions subject to this contract incurred by the Government will be assessed against the purchaser in accordance with Condition (f), Paragraph 18, Liquidated Damages, herein.

c. Fire Suppression. The purchaser shall exercise due diligence and take all reasonable and practicable action both independently and upon request of the RECO or Fire Marshall of the reservation to prevent and suppress forest fires both within the sale area, and the area contiguous thereto. The purchaser agrees to reimburse the Government for the cost of fire suppression incurred as the result of the purchaser's negligence or willful acts.

d. Environmental Quality. Purchaser agrees to adhere to all instructions of the RECO regarding erosion control, stream crossings, construction of access roads, loading decks, skid trails, water bars, and water diversion ditches. Failure to comply will be grounds for assessment of Liquidated Damages, Paragraph 18, herein, and may result in work stoppage or termination of the contract.

e. Endangered and Threatened Species. In the event evidence of any endangered and/or threatened species is found in the timber sale area or if reclassification of habitat for any endangered or threatened species occurs, all operations in the area will immediately cease. A Biological Assessment (BA) will be prepared to initiate consultation with the U.S. Fish and Wildlife Service (USFWS). A biologist recognized as competent by Directorate of Engineering and Housing, Environmental and Natural Resources Division (ENRD) and USFWS will prepare the BA. Consultation as required by the terms of the Endangered Species Act will be completed by ENRD prior to logging operations resuming. If a biological opinion is issued by USFWS, subsequent activity on the sale area will be in compliance with the biological opinion. Consultation and coordination may result in either the termination of the sale under Section III, Paragraph 19, or modification of the timber sale contract through adjustments of acreage and/or MBF volume or other contract terms affected by the presence of the endangered and/or threatened species and habitat.

f. Violations. In the event that the purchaser, or the purchaser's agent or employees, violates any instructions or direction given by the Government or any law, regulation, or policy, the RECO's Representative may require the purchaser to cease work immediately so that an evaluation of the affected area or the violation itself may be made by appropriate Government personnel. The RECO will review the evaluation, and at the option of the RECO, the contract may be terminated. No compensation shall be due the purchaser for any stoppage or termination under this provision. An assessment of the property damage and administrative costs will be made to determine the extent of the damages and costs, and the purchaser shall make payment to the United States in that amount. The purchaser shall be liable for the payment of any penalties or assessments resulting from the acts of the purchaser, or the purchaser's agent or employees. The purchaser will also be liable for any costs, including, but not limited to, administrative costs, incurred by the Government to complete the removal of the forest products that are the subject of this contract. In addition to penalties assessed under this provision or any other provision of this contract, the purchaser will be subject to appropriate criminal and civil penalties.

g. Access and General Protection/Security Policy and Procedures. All Contractor and sub-contractor personnel performing tasks on this contract shall comply with all applicable installation, facility, and area commander installation/facility access and local security policies and procedures which will be provided to the contractor by a government representative upon written request to the RECO. Contract shall provide all information required for background checks to meet installation access requirements as performed by the installation Provost Marshal Office, Director of Emergency Services or Security Office. Requesting Contractor shall submit request for installation pass to the RECO or at <https://vcc1.icmvcc.com/im3500/>. There is no charge to the Contractor for the pass. Contractor personnel shall comply with all personal identity verification requirements as directed by DoD, HQDA, and/or local policy. Should the Force Protection Condition (FPCON) at any facility or installation change, the Government may require changes in Contractor security matters or processes.

16. Gratuities.

a. The Government may, by written notice to the purchaser, terminate the right to the purchaser to proceed under this contract if it is found, after notice and hearing by the Secretary of Army or a 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 performing of such contract, provided that the existence of the facts upon which the Secretary or a duly Authorized Representative makes such findings shall be in issue and may be reviewed in any competent court.

b. In the event this contract is terminated as provided in the subparagraph above, the Government shall be entitled to:

(1) Pursue the same remedies against the purchaser as it could pursue in the event of a breach of the contract by the purchaser, and

(2) Exemplary damages in an amount (as determined by the Secretary or a duly Authorized Representative) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the purchaser in providing any such gratuities to any such officer or employee as a penalty in addition to any other damages to which the Government may be entitled by law.

c. 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.

17. Nondiscrimination in Employment. If the total value of this contract is in excess of \$10,000, purchaser agrees during its performance as follows:

a. Purchaser will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Purchaser will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their 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; the selection for training, including apprenticeship. Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the RECO setting forth the provisions of this subsection.

b. Purchaser will, in all solicitations or advertisements for employees placed by or on behalf of purchaser, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

c. Purchaser will send to each labor union or representative or workers with which the purchaser has a collective-bargaining agreement or other contract or understanding, a notice to be provided by RECO, advising the said labor union or worker's representative of purchaser's commitments under this subsection, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. Purchaser 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 the rules, regulations, and relevant orders of the Secretary of Labor.

e. Purchaser will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the purchaser's books or records and accounts by RECO and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In event of purchaser's noncompliance with this subsection or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and purchaser may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. Purchaser will include the provisions of subparagraphs a through f 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, so that such provisions will be binding upon each subcontractor or vendor. Purchaser will take such action with respect to any subcontract or purchase order as RECO may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event purchaser becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by RECO, purchaser may request the United States to enter into such litigation to protect the interests of the United States.

18. Liquidated Damages. Without derogation of any other rights afforded it by this contract, the Government through its RECO may determine the extent of damages arising from any of the causes hereinafter set forth, and the purchase agrees to pay a penalty therefore in an amount to be determined by the RECO as liquidated damages for the injury and/or cost suffered by the Government; but in no event to exceed the maximum penalty shown in the schedule below:

<u>Cause</u>	<u>Liquidated Payment*</u> (To include administrative cost incurred by the Government.)
a. Cutting or damaging undesignated trees intentionally or through negligence or carelessness.	Triple unit sale price or double fair market value for the respective forest products.
b. Removal of material harvested from the designated sale areas without measurements in accordance with the terms of the contract.	Triple the unit price for the respective forest products.
c. Continued failure to cut stumps in accordance with specifications.	\$10 per stump.
d. Failure to cut designated trees not exempted and to utilize merchantable material.	Unit sale price for respective forest products.
e. Degradation of environmental quality through persistent waste, pollution, negligent or willful acts to Government land or water.	Actual clean up or restoration costs incurred by the Government as determined by the RECO.
* When sale is under the lump sum method, the unit value will be determined through appraisal by the RECO.	

19. Contract Termination. The Government may terminate this contract at any time by giving ten (10) calendar day's notice in writing to the purchaser. In the event the contract is so terminated, the purchaser shall release the Government from liability for any damages or claims of whatsoever nature which result from said termination, except that funds on deposit in excess of that required in payment of material cut and removed shall be refunded, unless otherwise provided herein. Under lump sum contracts, this refund will be based on volumes and values determined under the same procedures as outlined in paragraph 11b supra.

20. Records. Books and records of the purchaser relating to all operations covered by this contract shall be open to inspection at any time by the RECO and available for audit with the understanding that the information obtained shall be regarded as confidential.

21. Invitation, Bid, and Acceptance. Invitation, Bid, and Acceptance shall constitute the entire contract of sale between the purchaser and the Government.

22. Scaling.

a. Method of Measurement. All material will be scaled by the ton and paid for at the rate specified on the Bid Sheet.

(1) Non- sawtimber material will be scaled by the Ton and paid for at the bid rate specified on the Bid Sheet.

(2) Weight Scaling at a State Certified Weigh Station (with automatic printout) is a Government approved scaling method.

b. Place of Scaling. Unless otherwise specifically stated by the Government, scaling shall be done at established truck scaling ramp. Scaling procedures and the presentation of logs therefore shall be directed by the Government.

c. Cost of Scaling. Scaling arrangements and presentation of logs therefore shall be accomplished at the sole cost of the Purchaser and at no expense to the Government.

23. 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 set forth.

23. Officials Not to Benefit. No member of 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 is made with a corporation for its general benefit (18 USC 431, 433).

SECTION IV - SPECIAL SALE TERMS AND CONDITIONS

1. Commencement and Completion. The purchaser will commence removal of the forest products as indicated in the Plan of Operations and after issuance of Notice to Proceed. All terms and conditions of this contract will be completed by midnight **October 1, 2026**.

2. Schedule of Removal and Completion. Prior to the commencement of any operations under this contract, the Purchaser, Purchaser's operator and faller and the Government shall jointly prepare a Plan of Operations that describes the major aspects of proposed operations. This plan will show such things as the authorized representatives of the concerned parties, tentative commencement date, order and method of logging, rate of production, proposed construction of spur roads and landings, slash disposal procedures, anticipated shutdowns, etc. The Government shall be given reasonable notice of any modifications of the plan necessitated by unpredictable circumstances. Before implementation of proposed major changes in the schedule of operations, they must be submitted in writing and approved by the Government.

3. Period of Operations. Unless authorized by the Government, removal of forest products will not be permitted on Saturdays, Sundays, or any Government holiday and will be accomplished between the hours of 0600 and 1800 or only during the hours designated by the RECO. The daily schedule of hours may be modified due to seasonal changes by notice in writing to the purchaser.

4. Identification of Forest Product(s) included in Sale.

a. Trees are designated for cutting and removal as follows:

- (1) Thin stand to a BA of 70 or approximately 100 Trees per acre (20'x20' spacing). Target trees for harvest that are poorly formed, overtopped, unhealthy, or less dominant (No high-grading). Crop trees should be left evenly spaced and be the highest quality trees that will eventually make quality sawtimber. Utilize existing down rows from 1st thinning operations.
- (2) No trees should be cut from stream banks.
- (3) Logs shall be merchandised to the highest monetary product in the government's favor.
- (4) All products cut should be hauled. No merchantable hardwood should be felled without the permission of the forester.
- (5) Any forest products not designated for removal that are seriously damaged by disease, insects or wind, or that may contribute seriously to the spread of insect or disease damage, may be added to this sale by the RECO. Added forest products become a part of this contract and shall be paid for at a determined through appraisal by the RECO.

b. The purchaser accepts the marking prescription as final, except that, by mutual agreement between the RECO and the purchaser, changes in the designation can be made by adding or removing trees when such changes are clearly the result of errors or omissions. Trees to be removed in the construction of logging trails and loading points, and trees damaged in logging will be marked or designated for cutting as needed by the RECO.

5. Merchantability Standards.

a. Specifications.

(1) Sawlog Material. Any tree that will produce one or more 16 foot logs when utilized to a minimum top diameter of 10 inches, and that is reasonably straight and round.

(2) Non-sawlog material (pulpwood). Any tree that will produce one or more 8 foot sticks, when utilized to a minimum top diameter of 4 inches.

6. Harvesting Operations.

a. Order of Logging. The order of logging will be designated by the RECO. Purchaser's proposal for sequence of cutting will be considered. All forest products will be removed and all phases of operations completed within the assigned operational unit and/or landing set prior to commencement of operations in another operational unit and/or landing set. From time to time, due to military activities, the order of operations may be realigned by the RECO.

(1) Operations under this contract will be conducted in a manner that will not interfere with removal operations under other contracts. Operations will be confined to the designated sale area(s).

(2) Once logging operations have started, they must continue until the sale has been completed, unless otherwise authorized in writing by the Government.

(3) The Purchaser acknowledges that this sale is located on an active military reservation; the Purchaser agrees to move people, equipment and operations at the Purchaser's expense as required by the Government to avoid any conflict with the military mission.

b. Conduct of Logging.

(1) Felling and Bucking. Felling shall be done to minimize breakage of sale timber and damage to residual timber and seedlings. Unless otherwise agreed, felling shall be done by saws or shears. Bucking shall be done to permit utilization of all material in accordance with merchantability specifications noted in paragraph 5 above. So far as practicable, trees shall be felled in a direction with reference to skid roads that will facilitate skidding and result in minimum damage to young growth and the residual stand.

(a) Trees shall be fallen in such a manner as to fall within the sale boundary, away from all access roads, away from SMZ's and Government improvements.

(2) Stump Height. All trees to be harvested will be cut as low as possible, and not higher than 6 inches above the ground line on the highest side, except when the measurements are impractical in the judgment of the RECO.

(3) Skidding. When tree length skidding is permitted, logs shall not be skidded against or over residual trees or groups of reproduction. No unmarked trees or reproduction may be cut or damaged to facilitate skidding or loading of trucks except as approved by the RECO. The RECO reserves the right to establish the location and size of primary skid trails, landings, and haul roads.

(4) Loading Areas (Landings) and Skid Trails.

(a) Landings. Landings will need to be cut out. Landings should not be placed in non-ephemeral or ephemeral streams and will be outside of all SMZs. Landings should not be placed on steep slopes and existing landings should be utilized unless they violate BMPs. The number of landings should be minimized when possible and agreed upon with forester and contractor before constructing. Stumps should not be pushed out. Upon completion of each log landing set, landings should be stabilized and seeded.

1. Landing locations must be approved prior to use by the RECO.

2. Operations begun on any setting of the sale area shall be completed before any operation begins on subsequent settings unless authorized in writing by the RECO.

3. Upon completion of use landing sites will be cleared of all slash/debris, bladed smooth (equal to or exceeding preexisting conditions) and seeded as specified by the RECO.

(b) Skid Trails. Minimize skid trails on site and use existing skid trails when present. No skid trails will be placed within SMZs and avoid placing main skid trails directly adjacent to any stream channel. Fire breaks are not to be used as skid trails. Legacy hunting trails within units are permissible for skidding but must be returned to original condition and passable by vehicle. Ensure skid trails are BMP compliant. Stumps should not be pushed out. Movement of logs within the sale area shall be done in such a manner to minimize damage to existing values, e.g., residual stand, soil, vegetative cover, watercourses, improvements, etc. Tree length yarding will be allowed only so long as, in the opinion of the Government, the damage to such values is not more than that which would result from removal of shorter length material. All skid trails shall be placed in locations approved by the Government. Marked trees along skid trails shall be left standing as rub trees until all volume tributary to the skid road has been removed. Skidders shall be turned around in openings and backed into the tow.

The contractor will suspend any operations that could cause soil erosion when conditions are such that damage or erosion will occur. The contractor will install and maintain functional erosion control measure and use acceptable erosion control practices approved by the RECO. The contractor will perform seasonal erosion control work prior to temporarily or permanently suspending operations. The contractor will keep all erosion control work current with operations. During periods of water saturated soil conditions, the RECO may temporarily suspend logging operations.

(5) Lopping. The tops and limbs resulting from the conduct of this sale will be lopped to within 5 feet of the ground. Purchasers will lop all of their respective tops as tree felling progresses.

(6) Slash Disposal. Scatter slash evenly along skid trails and areas that experience slight rutting. Slash should not accumulate in roads, wing ditches, stream channels or SMZs. Maximize product merchandising to limit excessive top accumulation. Piling of tops or branches immediately adjacent to live trees will not be permitted. The unused portion of all tops and branches must be removed from roads and within 50' of all-weather roads, drainage ditches, fire lanes, powerlines, pipelines, stream channels, and mowed or other areas designated by the RECO. When limbing gates are permitted, slash will be dispersed as directed by the RECO.

7. Weight Factors (Unit Price Sale). Weight factors (conversion) used to determine the number of units of respective forest product are as follows:

a. Timber Products Harvested on a ton basis: 1 ton equals 2,000 pounds.

8. Volume Determination.

a. Ton Loads.

(1) Place of Weighing:

(a) Unless otherwise specifically stated by the Government, weighing shall be done at an independent State-certified truck weigh station with an automatic digital print out, located off the mill site unless otherwise approved by the Government prior to the start of logging activity.

(b) All loads will be scaled the same day they are hauled. If unforeseen reasons prevent the delivery of a load to the mill on the day of haul, the RECO will be contacted immediately.

9. Log Load Receipt.

a. Load sheets and travel ticket copies should be kept on job site for audit purposes. Load tickets should be dropped into locked drop box upon return to job site and electronic copies turned in at end of every work week.

10. Logging Equipment. Without regard to weather or ground condition, the purchaser must at all times keep tractors, trucks, or other required equipment in operation on the sale area, as determined by the RECO, to maintain the minimum production rate during each calendar month and to complete this contract of sale within the time allocated. Heavy equipment operations outside the landing will cease when there are higher than normal rainfall amounts in any 24-hour period as determined by the RECO. The Government reserves the right to restrict the type and size of equipment used on the sale area. If processing or disposal is by chipping and removal from the reservation, chips will be scaled and paid for at a rate determined through appraisal by the RECO.

11. Silviculture.

a. Damage to residual trees shall be minimized. Every effort shall be made to avoid damage to regeneration, residuals, and other tree species. Where excessive damage occurs, the Purchaser shall be charged accordingly and additional stumpage penalty shall apply. Leave tree damage exists when one or more of the following criteria are satisfied as a result of the Purchaser's operation:

(1) A leave tree has one or more scars on its trunk exposing the cambium layer, which in total exceeds 100 square inches.

(2) A leave tree has more than 1/3 of the circumference of its root system injured such that the cambium layer is exposed.

(3) Excessive damage is established when more than 5 percent of the leave trees are damaged in a specific area. The damaged trees will be identified by the Government.

(4) If excessive damage is observed (greater than 5 percent), designated timber shall be bucked prior to yarding.

12. Safety.

a. All logging operations on Fort Leonard Wood will be in compliance with OSHA regulations.

b. Log Hauling. During log hauling operations, the Purchaser will post a "truck crossing" sign along any major Fort Leonard Wood, County or State road where log trucks will be entering.

c. Timber Falling. When timber falling is taking place within one tree length of any Fort Leonard Wood, County or State road, warning signs will be posted, road blocked and/or watchman/flagman will be posted as required on said road.

d. The deposition of mud and or other debris on public roads shall be minimized to the extent possible and in accordance with local requirements (i.e., cleaning pad required if necessary).

e. All signs will be displayed in accordance with appropriate regulations.

f. Fort Leonard Wood is an active military base. All vehicles operating under this contract will drive with caution, at safe speeds, and will slow to ten (10) mph for military personnel along all roadways. All vehicles will use caution and watch for military vehicles traveling at high speeds. All signs will be observed and there will be no entry allowed into the impact areas. Live ammunition is used daily in the impact areas.

g. The Purchaser must attend a UXO/DUD safety brief with Range Operations prior to the start of logging operations. The Purchaser acknowledges the possible existence of hazardous military devices, e.g., live or dud ammunition, artillery shells, etc., and agrees to instruct its employees, agents, and contractors to not disturb such devices and to report their presence to the Government. The Purchaser will not enter any area marked as an impact area for weapons fire. The sale area is not known to contain any unexploded ordinance (UXO). Any potential UXO/DUDs found should be immediately reported to Range Operations (573-596-2525) and harvest operations must stop until Range Operations deems safe to continue.

h. Downed fences, abandoned deer stands, concertina wire, and other military training objects could potentially be present across Fort Leonard Wood ownership.

13. Laws, Rules and Regulations. The Purchaser will assure that the Purchaser, its subcontractors and invitees are in compliance with all Federal, State, local and Fort Leonard Wood laws, rules and regulations applicable to this contract and the Fort Leonard Wood military installation.

14. Roads and Access to Sale Area. Existing roads (gravel/asphalt) will be utilized. No new logging roads will be needed. Ensure roads are passable at all times and are not blocked by equipment or logging debris. Do not damage culvert ends with equipment. Troops/convoys have the "right of way" and should not be impeded. The RECO must approve truck or other vehicle routes to be followed by the purchaser in connection with the removal of the timber. Ingress or egress through or across any private property (non-Government) shall be the responsibility of the purchaser.

15. Protection.

a. Stop all gasoline, diesel or oil spills at the source if possible. Keep all spills from entering drainage ditches, storm drains or running or surface waters. Ensure all equipment on site is free of hydraulic and oil leaks. Report any spill immediately to Forester/Environmental Division and call 573-596-2525. Trash should be consolidated to a bag and/or work truck and taken with the crew at the end of each workday.

b. Hazardous Waste Disposal. All hazardous waste materials, fuel filters, used engine oil and filters, etc. will be disposed of in accordance with applicable Federal, State, County and Fort Leonard Wood environmental statutes and regulations.

c. Spill Kit. The Purchaser or operator shall have and maintain a spill kit consisting of the minimum (detailed below) and contained as a unit:

Material Safety Data Sheets for all fluids.
Secondary containment devices for all fluids stored on the ground.
Drip pans suitable to contain fluid leak/spills.
20 Oil absorbent pads.
Garbage bags.
Current list of emergency contact telephone numbers.

16. Cultural Resources. The harvest area has been surveyed and there are no known artifacts within harvest boundaries. Sale Unit # 2 has a sensitive area protected by an orange painted boundary. Do not operate equipment beyond painted line or outside of sale area or haul roads. Do not allow cut trees to fall into sensitive area. Contact Forester if an item of concern is discovered and cease operations immediately.

17. Wildlife Restrictions. Snags and non-merchantable den/nest trees should be left standing and undisturbed unless they present a safety hazard. Felling trees from April 1-November 1 is prohibited to protect potential summer roosting habitat of endangered bat species. Buffered streams and pine plantation stand are planned retention areas that will serve as wildlife corridors.

18. Release of Area. Upon completion of harvesting and cleanup operations in a sale unit or a logical portion thereof, the Government may delete the area from the sale and relieve the Purchaser of further work responsibility in the area. The Purchaser shall release all right, title and interest in and to forest products that remain on the deleted area and shall bear no responsibility for the action of operators that may be contracted by the Government to perform salvage operations. The Government reserves the right to sell from the sale area during the period of this contract any material or products not subject to its term, but shall not permit removal, possession or use thereof which will materially interfere with Purchaser's operation.

19. Work Area Cleanup. Prior to the date set for completion of this contract, the Purchaser shall remove from the sale area all tools, equipment and material that are the responsibility of the Purchaser and shall leave the premises in a condition satisfactory to the Government.