



US Army Corps
of Engineers®

MAIL BID TO: CHIEF, REAL ESTATE OFFICE
ATTN: CENAO-RE-D
U.S. ARMY ENGINEER DISTRICT, NORFOLK
803 FRONT STREET
NORFOLK, VA 23510-1011

(See page 6 for further details)

Sale of Government-Owned Forest Products

(SEE PRIVACY ACT STATEMENT BELOW BEFORE COMPLETING THIS FORM)

Harvest Location: Fort A.P. Hill, Bowling Green, VA

PAGE NUMBER 1 OF 28 PAGES

INVITATION NUMBER: DACA65-B-27-06

SALE TYPE: Mill Scale per Unit (TON) Standing Timber Sale, no SMZs, low metal contamination risk

DATED: 29 September 2026

Sealed bids in SINGLE copy, subject to the terms and conditions set forth herein,
for the purchase and removal of the Government-owned property listed in this invitation,
will be received until the time, date, and at the place indicated below, and then publicly opened.

TIME OF OPENING: **1:00 p.m.** EASTERN STANDARD TIME

DATE OF OPENING: **Wednesday 21 October 2026**

PLACE OF OPENING: **Environmental and Natural Resources Office (DPW),
Building 1406 18125 Rendezvous Drive Fort A.P. Hill, Bowling Green, VA**

BID DEPOSIT OF **20** % OF TOTAL AMOUNT BID OR AS OTHERWISE
INDICATED IS REQUIRED BY **CASHIERS CHECK, CERTIFIED CHECK, OR
POSTAL MONEY ORDER PAYABLE TO: FAO, U. S. Army Corps of Engineers.**

INSPECTION INVITED ON Thursday 15 October 2026 BEGINNING AT 9:00 a.m. ALL AVAILABLE
ITEMS WILL BE SHOWN ON THE ABOVE DAY **ONLY IF REQUESTED BY 5:00 P.M. ON
Tuesday 13 October 2026. ARRANGE IN ADVANCE WITH:**

REAL ESTATE
CONTRACTING OFFICER'S REPRESENTATIVE:
Mr. Nick Mrjoian-Norfolk District Representative
TEL#: (757) 201-7222 CELL# (757) 639-0708
EMAIL: nicholas.g.mrjoian@usace.army.mil

-Or-

INSTALLATION FORESTER:
Mrs. Beth Cantrell – Fort A.P. Hill Forester
TEL#: (804) 633-8409
E-MAIL: beth.cantrell.civ@army.mil

Privacy Act Statement. 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 bidder is voluntary; however, failure to furnish such information would disqualify bid. Authority: 40 USC 484, Federal Property and Administrative Services Act of 1949 and Federal Property Management Regulation, Section 101-47.302-2(a)(3).

DO NOT REMOVE PAGES FROM INVITATION

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SALE OF GOVERNMENT FOREST PRODUCTS BID AND AWARD		Invitation For Bid No. DACA65-B-27-06	Page 3
BID (This Section to be completed by the Bidder)		DATE OF BID 21 October 2026	
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 \$. Attached is the required bid deposit in the form of , in the amount of \$.			
<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> <u>CERTIFICATE AS TO SMALL BUSINESS STATUS</u> The bidder certifies that he (is) (is not) a small business concern within the terms of the following definition: 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.			
NAME AND ADDRESS OF BIDDER (STREET, CITY, STATE, AND ZIP CODE) (Type or print)		SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	
TELEPHONE	FAX	SIGNER'S NAME AND TITLE (Type or print)	
CELL	TAX ID NUMBER		
E-MAIL			
<u>CORPORATE CERTIFICATE</u>			
I, certify that I am the of the corporation named as Purchaser herein, and , who signed this contract on behalf of the Purchaser, was then of said corporation by authority of its governing body, and is within the scope of its corporate powers. Signature _____ (CORPORATE SEAL)			
ACCEPTANCE BY THE GOVERNMENT (This Section for Government use only)		DATE OF ACCEPTANCE	
ACCEPTED AS TO ITEM NUMBERED		UNITED STATES OF AMERICA BY _____ (Real Estate Contracting Officer)	
TOTAL AMOUNT	CONTRACT NUMBER DACA65-S-27-	TITLE OF REAL ESTATE CONTRACTING OFFICER Chief, Real Estate Office	

SALE OF GOVERNMENT FOREST PRODUCTS ITEM BID PAGE		Invitation For Bid No. DACA65-B-27-06		Page 4		
ITEM NO.	TIMBER FOR SALE AND LOCATION	QUANTITY (No. of Units)	UNIT OF MEASURE	TO BE SUPPLIED BY BIDDER		
				PER UNIT PRICE BID	TOTAL PRICE BID DOLLARS CENTS	
<u>1</u>	<u>TIMBER IN 1 BLOCK(S) (60 ACRES)</u>					
	PINE SAWTIMBER	1126	Tons	\$	\$	
	PINE CHIP N SAW	41	Tons	\$	\$	
	PINE PULPWOOD	941	Tons	\$	\$	
	OAK SAWTIMBER	1278	Tons	\$	\$	
	POPLAR SAWTIMBER	415	Tons	\$	\$	
	MISC. HARDWOOD SAWTIMBER	46	Tons	\$	\$	
	HARDWOOD PULPWOOD	1038	Tons	\$	\$	
	CHIPS (Optional)	2729	Tons	\$		
	TOTAL TONS (W/O CHIPS) ITEM 1	4885	Tons		\$	
<u>2</u>	<u>TIMBER IN 1 BLOCK(S) (67 ACRES)</u>					
	PINE SAWTIMBER	897	Tons	\$	\$	
	PINE CHIP N SAW	192	Tons	\$	\$	
	PINE PULPWOOD	1720	Tons	\$	\$	
	OAK SAWTIMBER	1441	Tons	\$	\$	
	POPLAR SAWTIMBER	527	Tons	\$	\$	
	MISC. HARDWOOD SAWTIMBER	30	Tons	\$	\$	
	HARDWOOD PULPWOOD	1039	Tons	\$	\$	
	CHIPS (Optional)	3265	Tons	\$		
	TOTAL TONS (W/O CHIPS) ITEM 2	5845	Tons		\$	
BIDDER IS CAUTIONED TO INSPECT THE TIMBER			NAME OF BIDDER (Type or print)			
ALL THE ABOVE ESTIMATED SAWTIMBER VOLUMES ARE BASED ON THE INTERNATIONAL ¼ INCH LOG RULE						
BIDDER'S NAME SHOULD APPEAR ON EACH ITEM BID PAGE CONTAINING A BID						

This sale is based on the International Log Rule 1/4 Inch Kerf and will be sold by WEIGHT.

DESCRIPTION OF FOREST PRODUCTS SALE AREA(S): Sale areas are located north U.S. rt. 301. All blocks are within the boundaries of the Fort A.P. Hill Military Installation behind secured access, vetting is required. The exterior timber harvest area boundaries are clearly marked with orange paint. Any interior/common boundaries between harvest types are marked with purple paint. Off limits to timber harvest operations areas are marked with red paint. The main skid trails and log deck area(s), where designated, are marked with teal paint or where flagged skid trails are indicated along the centerline of the trail with orange flagging and log decks are indicated along the perimeter with purple flagging. All trees marked with orange or red paint shall not be cut or damaged; trees marked with purple paint may be cut but should remain long enough to distinguish harvest prescription boundaries or to establish log decks. Trees marked with blue or teal paint shall be harvested and considered designated cut trees. Trees marked with yellow paint shall be preserved and left as residual stand leave trees, unless otherwise directed within the Pre-Harvest Plan map under Provisions.

Contract Period of Performance:

Item # one (1) Block # one (1), TA-06AB1-26, 60 Acres – **All harvest operations including tree felling, skidding, processing at the log deck and hauling shall be complete prior to 1 April 2028, final site rehabilitation activities of this item shall be complete by 1 April 2028.** No tree cutting 1 April to 30 September.

Temporary closeout of skid trails shall occur if equipment will be moved either offsite or to a different log deck or if a severe storm event generally exceeding two inches (2”) of liquid precipitation occurs or is anticipated to saturate soils.

Item # two (2) Block # two (2), TA-06BA-26, 66 Acres – **All harvest operations including tree felling, skidding, processing at the log deck and hauling shall be complete prior to 1 April 2028, final site rehabilitation activities of this item shall be complete by 1 April 2028.** No tree cutting 1 April to 30 September.

Temporary closeout of skid trails shall occur if equipment will be moved either offsite or to a different log deck or if a severe storm event generally exceeding two inches (2”) of liquid precipitation occurs or is anticipated to saturate soils.

The minimum rate of production will be determined by dividing the number of weeks within the period of time established for the item purchased into the estimated volume or quantity of the forest product included under such item.

SPECIFICATIONS FOR ALL ITEMS

Specifications for all blocks in this Invitation for Bid: *See (Attached Enclosure 1)*

HARVEST BLOCK LOCATION AND PRE-HARVEST PLAN BLOCK MAPS

Harvest area map and detailed maps for each block including harvesting description and provisions: *See (Attached Enclosure 2)*

PAINT DESIGNATION SCHEME AND SPECIAL CONSIDERATIONS

Harvest boundaries and tree marking, special considerations, and purchaser responsibilities: *See (Attached Enclosure 3)*

All timber to be sold by per unit by WEIGHT (tons).

SECTION II – SALE OF GOVERNMENT FOREST PRODUCTS - INSTRUCTIONS 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 there from is unauthorized and shall confer no right upon the bidder or purchaser.
2. **INSPECTIONS:** Bidders are invited, urged and cautioned to inspect the timber and sales area(s) prior to submitting a bid. Arrangements for inspection may be made by contacting the person(s) specified on the cover sheet hereof, inspections may be made during times therein stated.
3. **PREPARATION AND SUBMITTAL OF BIDS:**
 - a. **Bid Items.** Unless the invitation provides otherwise, bids may be submitted on any or all items; however, a bid covering any listed item shall be submitted on the basis of the unit specified for that item and shall cover the total number of units specified for that item.
 - b. **Bid Form.** All Sealed bids must be executed and submitted on the bid form accompanying this invitation for bids, bid and acceptance, hereto or on an exact copy thereof. All bids shall be filled out in ink, indelible pencil or typewriter, with all erasures, strike overs, and corrections initialed in ink. Additional copies may be obtained from the Chief, Real Estate Office, U. S. Army Engineer District, Norfolk, 803 Front Street, Norfolk, Virginia 23510-1011.
 - c. **Execution of Bid.** Any bid executed by an attorney-in-fact or agent on behalf of a bidder must be accompanied by an authenticated copy of that person's Power of Attorney or other acceptable evidence of such person's authority to act on behalf of the bidder. If the bidder is a corporation, the Certificate of Corporate authority shall be executed under the corporate seal; however, the same individual who executes said certificate shall not sign the bid. If the bid is signed by the Secretary of the Corporation, the Certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the Certificate of Corporate Bidder, there shall 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 Envelop.** The invitation number and bid-opening time shall be plainly marked on the left side of the sealed envelope in which the bids are submitted, as shown in this example:

<u>Bidder's Return Address</u>	<u>Postage</u>
<u>SEALED BID</u> To be Opened: Time: <u>1:00 p.m.</u> Date: <u>Wednesday 21 October 2026</u> Invitation No. <u>DACA65-B-27-06</u>	<u>BID DELIVERY LOCATION:</u> Chief, Real Estate Office Attn: CENAO-RE U.S. Army Engineer District, Norfolk 803 Front Street Norfolk, VA 23510-1011

- e. **Delivery of Bids.** It is the duty and responsibility of each bidder to see that his bid is delivered to the place and by the time of opening specified in the invitation. All properly addressed, identified and delivered bids received prior to the specified bid opening time will be securely kept and unopened. The Government assumes no responsibility for the premature opening of any bid, which is not properly addressed or identified. All bids will be opened at the time and place stated in the invitation.
- f. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions and requirements contained herein.
- g. Telegraphic bids will not be considered, but withdrawals by e-mail or fax of bids already submitted will be considered if received prior to the time set for opening bids. Modifications of bids will be accepted in person or by mail.

4. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS:

a. Any bid received at the place designated in the invitation after the exact time specified for receipt will not be considered unless it was received before the award is made and either:

(i) It was sent by either registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g., a bid submitted in response to an invitation requiring receipt of bids by the twentieth (20th) of the month must have been mailed by the fifteenth (15th) or earlier); or

(ii) It was sent by mail and the Government determines that the late receipt was due solely to mishandling by the Government after receipt at the government Installation.

b. Any modification or withdrawal of a bid is subject to the same requirements as in (a) above except that withdrawal of bids by e-mail with delivery receipt is authorized. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and he signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.

c. The only acceptable evidence to establish:

(i) The date of mailing of a late bid, modification or withdrawal sent either by registered or certified mail is the U. S. or Canadian Postal Service postmark. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. or Canadian Postal Service).

(ii) The time of receipt at the government Installation is the time-date stamp of such Installation on the bid wrapper, email delivery receipt or other documentary evidence of receipt maintained by the Installation.

d. Notwithstanding the above, a late modification of an otherwise successful bid which makes it more favorable to the Government will be considered at any time it is received and may be accepted.

5. BID DEPOSIT:

a. Bids must be accompanied by either a cashier's check, certified check, or postal money order made payable to the Finance and Accounting Officer, U. S. Army Corps of Engineers in an amount not less than twenty percent (20%) of the total bid price; however, if the total bid is five-thousand dollars (\$5,000.00) or less, then the total bid amount must accompany the bid.

b. The deposit of the Purchaser will be retained by the Government and applied proportionately as payment of the forest product sold and/or as performance deposit. The sale will be on all-cash basis with additional periodic payments required as hereinafter specified under Section III, Paragraph 3. All other deposits will be disbursed at the discretion of the Real Estate Contracting officer only upon full reconciliation of payments owed.

6. BID OPENING:

a. At the time and place stated in the invitation, all bids not withdrawn shall be opened, and their contents made public for the information of bidders and other properly interested parties, who may be present either in person or by representatives. However, any information submitted in support of any bid or the Government upon request thereof, the disclosure of which may tend to subject the person submitting to a competitive business disadvantage, will upon request be held in strict confidence by the Government.

b. 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.

7. AWARD OF CONTRACT:

a. The contract shall be awarded to the responsible bidder whose bid, conforming to the invitation for bids, is most advantageous to the Government, price and other factors considered, will be notified that an award will be made to the Purchaser upon application of the performance deposit or bond as specified in Section III, Paragraph 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 Purchaser upon application of the performance deposit or bond as provided in Section III Paragraph 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 his bid a restrictive limitation.

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

- (i) The bidder has adequate financial resources to perform the contract or the ability to obtain them;
- (ii) The bidder is able to perform the contract within the contract term taking into consideration all existing commercial and governmental business commitments;
- (iii) 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 Real Estate Contracting Officer 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 Real Estate Contracting Officer shall consider the number of contracts involved and extent of deficiency of each in making this evaluation;
- (iv) The bidder has a satisfactory record of integrity and business ethics;
- (v) 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;
- (vi) 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 Real Estate Contracting Officer 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 Real Estate Contracting Officer will within 14 days forward the protest to the Division Real Estate Contracting Officer, U.S. Army Corps of Engineers Brooklyn, NY and so notify the protester in writing of such action. The 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:

- (i) identify the Invitation For Bid No.;
- (ii) identify contact parties;
- (iii) state the reasons for the protest;
- (iv) provide documentation in support of the protest; and
- (v) 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.

8. **RESERVATION OF RIGHTS:** The Government reserves the right to withdraw any or all items from the sale prior to sending out a notice of acceptance, to reject any or all bids, to waive any defect or informality in any bid received, and to accept any item or combination of items of any bid unless specifically precluded by the invitation for bids or the bidder includes in his bid a restrictive limitation.

SECTION III – SALE OF GOVERNMENT FOREST PRODUCTS GENERAL TERMS AND CONDITIONS OF SALE**1. DEFINITIONS:**

a. The term "Secretary" shall mean the Secretary of the Army, and the term "his duly authorized representative" shall mean the Chief of Engineers, Department of the Army, or any individual or board designated by him.

b. The term "Real Estate Contracting Officer" shall mean the person executing this bid in whole or in part on behalf of the Government, and includes a duly appointed successor District Representative.

c. The term "District Representative" shall mean any employee of the U. S. Army Engineer District, Norfolk, who has been authorized by the Real Estate Contracting Officer to administer and supervise the performance of this contract.

2. **CONDITION OF PROPERTY:** The timber is offered for sale "as is" and "where is" with the bidder being obligated and responsible to provide at his 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 he has satisfied himself 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.

3. **PERFORMANCE GUARANTEES:** At Contract Award, Bid Deposits may be converted and proportionately applied as performance deposit and/or as stumpage payment. **10%** of the Total Bid Amount is to be held aside and applied as a performance deposit in order to ensure faithful performance under this contract in addition to other payments required under the provisions of this contract. If the contract is performed to the full satisfaction of the Real Estate Contracting Officer, said performance deposit shall be returned to the purchaser upon satisfactory contract completion.

Bond Requirements: In lieu of this cash deposit the purchaser may furnish a performance bond with surety approved by and in a form acceptable to the Real Estate Contracting Officer:

(i) A certified check, cashier's check, or postal money order in the amount of ten percent (10%) of the awarded contract price made payable to the Treasurer of the United States, or

(ii) A performance bond with surety approved by, and in a form acceptable to the Real Estate Contracting Officer in the penal sum of ten percent (10%) for sales of the awarded contract price. U. S. Standard Form 25 may be used for this purpose, or

(iii) An irrevocable letter of credit which must be on bank letterhead paper and in the amount of not less than ten percent (10%) of the contract price. Also the letter must:

(1) Be non-cancelable.

(2) Be in the favor of the "Finance and Accounting Officer, U.S. Army Corps of Engineers."

(3) Contain the name and address of the bank.

(4) Contain the Invitation for Bid or Contract number.

(5) Be "open end" so as not to expire prior to end of contract or settlement of any claims that may arise therefrom.

(6) Be in U.S. currency.

Performance Deposit Not A Payment: During the term of the contract active harvesting periods, the Performance Depositor Bond is not to be considered as a forest product advance payment.

4. **ADVANCE PAYMENTS:** In addition to the original Bid Deposit, the purchaser must make an initial advance payment of **10% of the total bid amount** just prior to commencement of harvesting operations. Harvesting operations shall not commence until the advance payment is submitted to the District Representative. The purchaser must thereafter pay the remainder of the contract bid price in **advance** portions (minimum 10% increments) for forest products to be harvested as determined by the Purchaser or as requested by the Real Estate Contracting Officer Representative **or** as may be billed, whichever effects the advance to be paid promptly. The Purchaser is responsible for determining current harvest amounts on a daily basis and, when harvest value amount nears actual amount already paid, the Purchaser must immediately make additional advance payment or stop harvesting until such payment is made. When the value amount of products harvested equals or exceeds amount of total stumpage payments, the Government officials will require all harvesting operations to cease until additional payment is made. Failure of the Purchaser to stay ahead on payments is a violation of the Performance requirements.

a. For unit price sales, such **payment shall be made prior to commencement of harvesting operations.**

(i) For all contracts of \$10,000 or less, balance of the estimated total purchase price must be paid in full.

(ii) For all other contracts (over \$10,000), each advance payment shall be an amount to be established by the Real Estate Contracting Officer but in no case less than **10%** of the estimated total contract 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.

b. For lump sum sales, the purchase price shall be paid as follows:

(i) On bids below \$10,000, payment in full is required within fifteen (15) calendar days after Notice of Acceptance. Bid deposit will be applied toward the amount due.

(ii) On bids \$10,000 to \$20,000, \$10,000 is required within fifteen (10) calendar days after Notice of Acceptance and the remaining balance when approximately 50 percent of forest products has been cut.

(iii) On bids larger than \$20,000, bidder must pay \$10,000 within ten (10) calendar days after Notice of Acceptance and the remainder as requested by the Real Estate Contracting Officer or as billed. The determination of the frequency of \$10,000 payments will be based on the volume of the material cut as determined by the Real Estate Contracting Officer, having as its objective that the amount paid in shall at all times be the equivalent of at least 10 percent more than the percentage of forest products cut. To aid in this determination, the books of account and inventories by the purchaser shall be available for inspection by the Real Estate Contracting Officer. Purchaser shall submit a letter stating volumes harvested to date to the Real Estate Contracting Officer on frequency to be established by said officer.

The Purchaser agrees to pay for all items awarded him in accordance with the prices quoted in his bid. All payments shall be made by certified check, cashier's check, or postal money order made payable to the Treasurer of the United States. The Purchaser's bid deposit shall be applied to the purchase price. For unit price contracts, the Purchaser shall be billed monthly for the balance of the purchase price or more often if necessary, for the amount of timber actually harvested. Payment is due upon receipt of bill. Any monetary adjustments based on the amount of timber actually harvested will be made after completion of all harvesting activities. The twenty percent (20%) bid deposit and twenty percent (20%) performance deposit, if any, will be credited to the final payment or refunded as applicable.

5. BILLING: The purchaser should make regular advance payments on his own initiative as required but also may be billed periodically for the estimated quantities of forest products as determined by the Real Estate Contracting Officer to be removed during a given operational period. Payment must be made in the amounts and by time requirements specified in the bill, otherwise, harvesting may be suspended by the government until the bill is settled. All payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the F&A Officer, USAED, Norfolk District. Billing payments will be remitted within the time requested in the bill or otherwise within thirty (30) calendar days of the date of the billing, directly to the Forest Resource Project Office or District Office, as specified under Special Sale Terms and Conditions.

6. LATE PAYMENT CHARGE:

The Government will impose a charge, based upon current interest rates, for any and accounts not paid within thirty (30) days following notification to the debtor. In addition to the interest charge, a processing and handling fee of fifteen dollars (\$15.00) will be assessed for all accounts delinquent over thirty-one (31) days and an additional six percent (6%) penalty charge will be included for all accounts that are ninety-one (91) days overdue.

7. QUANTITY DETERMINATION IN UNIT PRICE SALES:

a. The amount of timber sold and harvested pursuant to a unit price sale shall be determined by weighing each truckload of timber. All weighing will be at approved/authorized off-post scales, at the sole cost of the Purchaser, unless the Real Estate Contracting Officer approves the use of government-owned scales in writing.

b. All truckloads of timber departing the contract site will have a Forest Product Load Ticket. Each load ticket number will be entered sequentially in a logbook provided by the Government. Upon weighing of the logs, the load ticket and completed weight ticket or exact copy thereof, will be neatly stapled together and retained by the Purchaser until the close of each month. The Real Estate Contracting officer or their representative will collect the Forest Product Load ticket with attached scale slip following the close of each month or at their discretion.

c. Failure to retain and submit all Forest Product Load Ticket at each month end can result in the termination of the contract with possible forfeiture of the performance bond/deposit. The government reserves the right to monitor the transportation of timber products entering/leaving and within the Installation.

d. At the end of the contract, any Load Tickets that are not returned will result in the assumption that the logs were not weighed and the Purchaser will be billed for missing Load Tickets on the basis of the average weight of a truck load of logs.

8. TITLE AND RISK OF LOSS:

Title to the timber sold hereunder shall vest in the Purchaser as and when the Purchaser cuts the designated standing timber by severing at the stump. The risk of loss shall pass to the Purchaser upon the vesting of title.

9. DEFAULT: If after award, the Purchaser breaches this contract by failing to make any required payment when due, or by failing to remove any timber as and when required, then the Real Estate Contracting Officer may send the Purchaser a fifteen (15) day written notice of default (calculated from the date of mailing) and upon the Purchaser's failure to cure such default within the period (or such

further period as the Real Estate Contracting Officer may allow), the Purchaser shall lose any and all rights, claims, interests and title which he may have acquired in and to such timber as to which the default has occurred. The Purchaser agrees that in the event he fails to make any payment required or remove any timber as and when required, the Real Estate Contracting Officer at his election and upon notice of default shall be entitled to retain or collect as liquidated damages from any bid deposit, payment made, or performance bond or deposit, the actual damages, including, but not limited to, any loss, cost or expense in reselling or otherwise disposing of any timber sustained by the Government, as determined by the Real Estate Contracting Officer, as a result of such default. If the Purchaser otherwise fails in the performance of any of his obligations, the Government may exercise such rights and pursue such remedies as are provided by law or under this contract.

10. 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 Real Estate Contracting Officer, who shall reduce this decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the Real Estate Contracting Officer 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 Real Estate Contracting Officer a written appeal addressed to the Secretary of the Army. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction 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 his appeal. Pending final decision of a dispute hereunder, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Real Estate Contracting Officer's decision. This "Disputes" condition does not preclude consideration of law questions in connection with decisions provided above: Provided, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on the question of law.

11. EQUIPMENT: Without regard to weather or ground conditions the Purchaser must at all times, keep tractors, trucks, or other required equipment in operation on the sale area, as determined by the Real Estate Contracting Officer, to maintain the minimum production rate during each calendar month and to complete this contract of sale within the time allocated.

12. WORK PERFORMANCE: The Purchaser shall complete all harvesting, site retirement, cleanup, and other work required under this contract within the time specified in Condition No. two (2) of the Special Terms and Conditions of Sale. The parties hereto agree that the time specified herein for completion is adequate and includes ample allowance for delays normally encountered in this type of operation.

13. EXTENSION OF TIME: The Real Estate Contracting Officer may by a Change Order extend the time allocated for removal:

a. When the total volume of the forest products 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.

b. When the Purchaser desires a reasonable extension of time for his own convenience, provided (1) the Real Estate Contracting Officer determines that the extension will not endanger required Installation deadlines, and (2) the consideration for the extension is mutually agreed upon by Purchaser and said Real Estate Contracting Officer.

c. For days lost by the Purchaser due to closure of the sale area(s) for military training or stoppages ordered by the Real Estate Contracting Officer or his duly authorized representative.

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 Real Estate Contracting Officer or his duly authorized representative.

e. For delays due to fires, floods, earthquakes, epidemics, quarantine, or strikes; provided, that the Purchaser shall within ten (10) days from the beginning of any such delay, notify the Real Estate Contracting Officer in writing of the dates and causes of delay. Delays resulting from weather will not normally be justification for an extension of time.

14. SUPERVISION OF WORK: The work will be conducted under the general direction of the Real Estate Contracting Officer, and is subject to inspection by any District Representative to ensure compliance with the terms of the contract. 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 Real Estate Contracting Officer in regard to performance under this contract, and to take such action thereon as required by the terms of this contract.

15. UTILITY LINES AND FENCES: All utility lines and fences located within or immediately outside the exterior boundaries of the sale area(s) shall be protected as far as is possible in logging operations and if damaged, shall be repaired immediately by the Purchaser. If the Purchaser's operations require the relocation of any such utility lines or fences, the Purchaser agrees to accomplish such relocation by coordinating this action with the appropriate utility company(s) prior to and during timber harvesting and associated work in, under, and around such utility lines. All work required by this condition shall be without expense to the

Government.

16. FIRE FIGHTING AND FIRE LAWS: The Purchaser shall comply with all Installation fire regulations. The Purchaser shall be held liable for any forest fires resulting from his operations. The Purchaser and his employees shall do all in their power to prevent and suppress forest fires in the logging and adjacent areas. Forest fires resulting from the Purchaser's operation will be extinguished by the Purchaser without expense to the Government, and where it is necessary for the Government to supply labor or equipment to extinguish any forest fires traceable to the logging operations, the Government may hold the Purchaser liable for the cost and expense thereof. The Purchaser shall be required to maintain adequate forest firefighting equipment during the operations suitable for controlling forest fires expeditiously in the terrain and location where his harvesting operations are being carried out. Heating equipment will be subject to approval of the Installation Fire Chief. Logging operation generated rubbish shall be removed from the Installation for disposal. The District Representative will make periodic inspections to determine whether the equipment on hand is adequate to effectively fight forest fires in the sale area(s). The Purchaser agrees to abide by the Commonwealth of Virginia forest fire fighting laws. No burning will be undertaken on the Installation unless prior approval is received from the Installation Forester.

17. SECURITY REGULATIONS: The Purchaser, his agents, employees, and sub-contractors shall comply with all security regulations of the Installation. Before commencing operations hereunder, the Purchaser shall report to the District Forester(s) or Natural Resources Manager for such regulations and special instructions as may be applicable to their operations on the Installation.

a. REAL ID Requirement:

(i). Fort A.P. Hill requires a REAL ID compliant state issued identification card as of 7 May 2025 to enter the facility pursuant to the REAL ID Act of 2005. However, the following is an exemption for those individuals requesting installation access currently without a REAL ID state issued compliant card.

(ii). Without the aforementioned in (i) state issued REAL ID the individual requesting access will need a Passport, without a Passport the individual will need a certified copy of their Birth Certificate and Social Security Card.

18. ACCIDENT PREVENTION:

a. The Purchaser shall take such action as may be just, reasonable and necessary for the protection of their employees while engaged in operations within the boundaries of the government-owned property. This will specifically include adopting recognized safe practices, supplying and maintaining equipment in safe operating condition, proper guarding of all hazardous equipment and compliance with all pertinent safety regulations.

b. Ensuring compliance with the provisions of this clause by sub-contractors will be the responsibility of the Purchaser.

c. The Purchaser will comply with the U.S. Army Corps of Engineers Safety and Health Requirements Manual (EM 385 1-1) a copy is available online at [https://www.publications.usace.army.mil/Portals/76/EM 385-1-1_EFFECTIVE 15March2024.pdf](https://www.publications.usace.army.mil/Portals/76/EM%20385-1-1_EFFECTIVE%2015March2024.pdf) for review. This manual requires a completed and approved Accident Prevention Plan (AAP) prior to the start of work. The Purchaser shall provide an APP to the Project Forester and/or District Representative within 60 days of award/notice of acceptance. The Purchaser is also encouraged to comply with the Virginia Logger Safety Checklist Booklet provided by the Virginia Cooperative Extension, a digital copy is available at: https://ext.vt.edu/content/pubs_ext_vt_edu/en/3108/3108-1592/3108-1592.html

d. The Purchaser, his agents, employees, and sub-contractors will ensure that all staff engaging in logging operations on the Installation attend the mandatory Munitions and Unexploded Ordnance (UXO), known as the "3Rs" training prior to the start of timber harvest.

19. TERMINATION OR SUSPENSION OF CONTRACT:

a. The Government may terminate or suspend this contract of sale, in accordance with this clause, in whole or in part, by giving ten (10) days written notice to the Purchaser, whenever the Real Estate Contracting Officer shall determine that such termination or suspension is in the best interest of the Government. Ten (10) days' notice shall not be required: (1) in the event termination is effected by reason of violation by the Purchaser of any of the terms and conditions of this contract of sale, (2) in the event there is a declaration of national emergency by the President or the Congress of the United States. Any such determination shall be effected by delivery to the Purchaser of a "Notice of Termination" or "Notice of Suspension."

b. Causes or reasons for termination will include: (1) determination by the Secretary of the Army that termination of the contract is necessary in the interest of national defense, or (2) non-observance of good forestry practices, or (3) continuous or unnecessary abuse of government property which cannot be repaired by the Purchaser, or (4) violation by the Purchaser of any other terms and conditions of the contract of sale if the Purchaser continues and persists therein for fifteen (15) days after notice thereof in writing by the Real Estate Contracting Officer.

c. Causes or reasons for suspension will include: (1) determination by the Secretary of the Army that suspension of the contract is necessary in the interest of national defense, (2) determination by the Real Estate Contracting Officer that operations during

unusually dry seasons are creating a fire hazard, (3) determination by the Real Estate Contracting Officer that operations in unusually wet areas are causing significant damage and should be delayed until the soil conditions improves, or (4) the determination by the Real Estate Contracting Officer that the sales area(s) is needed for military training purposes.

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

21. TREE MARKING PAINT AND EQUIPMENT: Marking hammers, tree marking paint or equipment for painting trees, or any other equipment similar to that used by the Government in the marking of trees, logs, or bolts are prohibited from Fort A.P. Hill Installation boundaries.

22. 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 Real Estate Contracting Officer and available for audit with the understanding that the information obtained shall be regarded as confidential.

23. GRATUITIES:

a. 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 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.

b. In the event this contract is terminated as provided in subparagraph a above, the Government shall be entitled (1) to 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) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Secretary or his 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.

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.

24. WITHDRAWAL OF PROPERTY AFTER AWARD: The Government reserves the right to withdraw for its use any or all of the timber covered by this contract, if a bona fide requirement for the property develops or exists prior to actual removal of the property from government control. In the event of a withdrawal under this condition, the Government shall be liable only for the refund of the contract price of the withdrawn property or such portion of the contract price as it may have received.

25. LIABILITY FOR DAMAGES:

a. The measure of the Government's liability in any case where liability of the Government to the Purchaser has been established shall not exceed refund of such portion of the purchase price as the Government may have received.

b. The Purchaser will assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to, or arising out of the operations of the Purchaser under this contract, and the Purchaser agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to, or arising out of, this contract.

c. Any property of the United States damaged or destroyed by the Purchaser will be promptly repaired or replaced by the Purchaser to the satisfaction of the Real Estate Contracting Officer, or in lieu of such repair or replacement, the Purchaser will, if so required by the Real Estate Contracting Officer, pay to the United States an amount determined by the Real Estate Contracting Officer to be sufficient to compensate for the loss sustained by the United States.

26. ORAL STATEMENTS AND MODIFICATIONS: Any oral statements or representation by any representative of the Government, changing or supplementing the Invitation or contract or any Condition thereof, is unauthorized and shall confer no right upon the Bidder or Purchaser.

27. METAL CONTAMINATION:

a. The timber contained within this sale is not known to be contaminated with any form of military metal. However, if any timber included under this sale is found to be contaminated with military metal, i.e. bullets and/or shell fragments, the Purchaser will

not be required to harvest the trees if the metal contamination is found to be excessive.

b. If military metal is encountered, the Purchaser will assist in determining the degree and extent of the contamination. After a thorough examination and if the Real Estate Contracting Officer determines that the contamination is excessive, such timber or sale area(s) 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 timber. In the event of a lump sum sale, then a price adjustment will be negotiated based on a mutual cruise by representatives of both parties to determine the volume and value of the timber so contaminated. The Government, however, will not substitute or replace contaminated timber with a like volume or area(s) of timber for the amount withdrawn.

c. The Purchaser shall hold the Government harmless for any damages to property or injury to persons which may arise out of the existence of non-exploded ammunition, metal or foreign objects in trees on the premises or for any damage whatsoever which may arise or result from the harvesting of timber by him or operations required hereunder.

d. Wood removed from the Impact Area shall not be used or resold as firewood.

28. OFFICIALS NOT TO BENEFIT: No member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom unless it be made with a corporation for its general benefit.

29. NOTICES:

a. All notices to the Government shall be sent to the Chief, Real Estate Office, U. S. Army Engineer District, Norfolk, 803 Front Street, Norfolk, Virginia 23510-1011.

b. All notices to the bidder shall be sent to the address indicated in the bid.

c. Notice shall be deemed to be given when mailed.

d. No harvesting shall commence until the Government has received those payments required by Condition No. 3 Performance Guarantee of the General Terms and Conditions of Sale, and the Purchaser has received a notice to proceed.

e. Payments shall be made to the Finance and Accounting Branch, U. S. Army Engineer District, Norfolk, 803 Front Street, Norfolk, Virginia 23510-1011.

30. CONTRACT ASSIGNMENT: The sales agreement resulting from this invitation may be transferred in whole or in part if approved in writing by their Real Estate Contracting Officer. Subcontracting of the operation is permissible and such subcontracting shall not be regarded as transfer of the sale agreement. Subcontracting of the operation shall not relieve the purchaser of any responsibility or liability with respect to any of the terms and conditions imposed herein.

SECTION IV – SALE OF GOVERNMENT FOREST PRODUCTS SPECIAL TERMS AND CONDITIONS OF SALE

1. **COMMENCEMENT:** The Purchaser must proceed with commencement of designated timber harvesting operations under this contract within thirty (30) calendar days of the RECO's issuance of a Notice to Proceed (NTP). The Purchaser must timely provide all required items, including the required advanced payment of ten percent (10%) of the awarded contract value, or 10% of the value of timber for which an NTP is requested if an NTP will only apply to a portion of the awarded contract, to the RECO in order for an NTP to be issued. The RECO may specify timelines within which such NTP requests must be submitted and complete, in accordance with the "minimum rate of production" as defined herein.

2. **Item # one (1) Block # one (1), TA-06AB1-26, 60 Acres – All harvest operations including tree felling, skidding, processing at the log deck and hauling shall be complete prior to 1 April 2028, final site rehabilitation activities of this item shall be complete by 1 April 2028.** No tree cutting 1 April to 30 September.
Temporary closeout of skid trails shall occur if equipment will be moved either offsite or to a different log deck or if a severe storm event generally exceeding two inches (2") of liquid precipitation occurs or is anticipated to saturate soils.

Item # two (2) Block # two (2), TA-06BA-26, 66 Acres – All harvest operations including tree felling, skidding, processing at the log deck and hauling shall be complete prior to 1 April 2028, final site rehabilitation activities of this item shall be complete by 1 April 2028. No tree cutting 1 April to 30 September.
Temporary closeout of skid trails shall occur if equipment will be moved either offsite or to a different log deck or if a severe storm event generally exceeding two inches (2") of liquid precipitation occurs or is anticipated to saturate soils.

The minimum rate of production will be determined by dividing the number of weeks within the period of time established for the item purchased into the estimated volume or quantity of the forest product included under such item.

3. **PERIODS OF OPERATIONS:** Unless authorized by the Government, removal of forest products will not be permitted on Saturdays, Sundays, or on any government holiday and will be accomplished only during the hours designated by the Real Estate Contracting Officer.

4. **DESCRIPTION AND LOCATION OF TIMBER:**

a. The timber being offered for sale is located within the boundaries of the Fort A.P. Hill Military Installation, as shown on the Harvest Block Location and the Pre-Harvest Plan Block Maps (Enclosure 2) contain the harvest prescriptions and individual site maps. The Paint Designation Scheme and Special Considerations (Enclosure 3). All harvest block boundaries are clearly marked.

b. The timber made available in this sale is described by species, weight and/or volume on pages 4 and 5 of this Invitation for Bids. This description of the timber is believed to be sufficiently specific for the purposes of identification. Any error or omission in the description (including location) shall not constitute grounds or reason for non-performance or claim by the Purchaser for any allowance, refund or deduction from the amounts offered. All designated merchantable timber within the sale area(s) shall be cut. Additionally, the Purchaser acknowledges that he has satisfied himself as to the location, field conditions and volume of timber to be removed from the sale area(s). This contract shall be construed to have the intent of covering all of the designated timber of the specified species and size in the described sale area(s) and shall include all such timber whether less than, equal to, or in excess of the estimated volume or quantity stated.

c. This is a unit price sale, the sale will be sold by weight. The estimated tonnage is based on the International Log Rule 1/4 Inch Kerf and bills for collection will be rendered on the basis of a ton or fraction thereof.

5. ENVIRONMENTAL PROTECTION:

a. All skid trails, logging decks and haul roads existing or partially constructed that are used by the Purchaser shall be repaired to pre-harvest condition prior to termination of the contract. Temporary closeout of skid trails shall occur if equipment will be moved either offsite or to a different log deck or if a severe storm event generally exceeding two inches (2") of liquid precipitation occurs or is anticipated to saturate soils. Repairs to disturbed designated skid trails and disturbed general areas outside of designated skid trails within the harvest block shall include, but are not limited to smoothing ruts, spreading out any piles of soil over the area it was removed from, installing temporary erosion control measures such as water diversion bars, and if necessary, seeding bare soil areas in accordance with pre-established Installation seeding guidelines. Repairs to log decks include all of the above in Paragraph 5. Subpart a. however, without mixing soil with woody debris.

b. The Purchaser shall present mitigation measures to the District Representative or suspend their operations when;
Within designated skid trails and log decks

- An excessive amount (area of 300ft.²) of rutting at a depth of two feet (2') occurs.

For areas outside of the designated skid trails and log decks

- An excessive amount (area of 300ft.²) of rutting at a depth of one foot (1') occurs or;
- Two adjacent occurrences of rutting at a depth of two feet (2')

When possible, the Purchaser may be temporarily relocated to a more stable portion of the same harvest area or another harvest area. The Purchaser shall return areas disturbed to pre-harvest conditions as directed by the District Representative. Temporary closeout of skid trails shall occur if equipment will be moved either offsite or to a different log deck or if a severe storm event generally exceeding two inches (2") of liquid precipitation occurs or is anticipated to saturate soils. The District Representative is authorized to stop harvest operations in order to enforce these requirements.

c. All trees shall be felled into the area being cut and not outside the cutting area. Logging operations shall not damage designated residual trees or other vegetation in adjacent areas either interior of the harvest block boundaries or exterior.

d. The Natural Resources Manager will approve placement of all skid trails, log landings or decks. Specific details regarding placement are described on the attached Pre-Harvest Plans. The Natural Resources Manager must approve alterations to the Pre-Harvest Plans.

e. In addition to items a. through d. above, the purchaser shall comply with the Fort A.P. Hill Best Management Practices for Water Quality see (Exhibit B).

f. No designated active or potential den trees shall be cut. These trees will be identified by the Fort A.P. Hill Forestry Branch prior to harvest operations. All den trees will be pre-designated and marked as such to leave trees/residual trees, otherwise any designated trees for removal may be felled and merchandised.

g. The Purchaser and his employees, agents or sub-contractors shall at all times keep the contract area free from waste materials and litter such as lunch refuse, oil cans, barrels or other debris. Storage of hazardous materials shall be done in a manner to prevent accidental release into the environment. Secondary containment systems, which shall be used for all petroleum products stored at the harvest site, shall be enclosed to prevent precipitation from entering. Fuel tanks shall be removed from the site at the end of each day or must be of double-wall construction. The Purchaser shall not generate any hazardous waste within the Installation. If a spill of any petroleum product or other hazardous material occurs, the Purchaser shall notify Fort A.P. Hill Emergency Services at (804) 633-8911 first and then the Environmental office at (804) 633-8255 and Range Operations at (804) 633-8224 within one hour of a spill. Sealed oil drum barrels will be provided onsite near the log deck by the Installation to be used for storing logging operations generated contaminated soil in the event of petroleum, oil, and other lubricants found on or within soil, the barrels are not for dumping of waste liquids of any sort. In the event of such a petroleum, oil, and other lubricant spills the Purchaser shall be responsible for all costs incurred in clean-up of such a spill. Procedures for spill clean-up shall be in accordance with State and Federal laws as well as Fort A.P. Hill reporting and cleanup procedures.

h. Harvesting operations are prohibited within any house sites or other cultural/historical areas. Relic hunting or the use of metal detectors for the purpose is strictly prohibited. Any discovery of historic artifacts shall be immediately reported to Environmental and Natural Resources Division at (804) 633-8255.

i. The Purchaser shall comply with all Installation and Commonwealth of Virginia Fire Regulations and shall be held liable for damages resulting from his operations. In the event of a fire, the Purchaser shall immediately contact Fort A.P. Hill Emergency Services at (804) 633-8911 first and then the Environmental office at (804) 633-8255 and Range Operations at (804) 633-8224. At all times during harvest operations the Purchaser shall maintain adequate fire extinguishing materials and equipment. Only warming fires contained in a manner approved by the Installation Forester may be used on site. Only wood may be burned for this purpose. Burning of trash or maintenance by-products (oily rags, etc.) is prohibited.

j. Harvest operations are prohibited within Streamside Management Zones (SMZs) or designated Environmental Areas (red paint) boundaries. Harvest equipment shall not be allowed within the SMZ or Environmental Areas.

k. No trees shall be felled into a SMZ or Environmental Area. If a tree is felled into a SMZ or Environmental Area, it shall not be removed, unless authorized by Natural Resource personnel.

6. **HARVEST REQUIREMENTS:** The timber shall be harvested and removed by a Virginia SHARP Logger or equivalent contractor applying accepted good forestry practices and in accordance with the following specifications:

a. Blocks will be harvested as identified on pages 4 and 5. All hardwood and pine designated for removal and meeting the specifications of 6.b. below shall be harvested.

b. **Merchantability definitions for designated trees:** DBH=Diameter at Breast Height

Hardwood Sawtimber - Any hardwood tree yielding at least one reasonably straight and sound 8' log, minimum 11.7" DBH.

Hardwood Pulpwood - Any hardwood tree yielding a minimum length of 10', minimum 6.7" DBH, minimum diameter 3" at the small end, and reasonably sound not meeting sawlog standards.

Pine Sawtimber - Any pine tree yielding at least one reasonably straight and sound 8' log, minimum 11.7" DBH.

Pine Chip-n-Saw - Any pine tree yielding at least one reasonably straight and sound 12' log, between 9.7" and 11.6" DBH.

Pine Pulpwood - Any Virginia Pine tree, and any pine tree yielding a minimum length of 10', minimum 4.7" DBH, minimum diameter 3" at the small end, and reasonably sound not meeting sawlog or chip-n-saw standards.

Chip wood - Any tree minimum 4.7" DBH without a specified topwood diameter or height not meeting any other merchantable product standards.

c. Sawmills will not be permitted on the Installation.

d. Stump heights will not exceed 6" for pine and 10" for hardwood.

e. **Liquidated Damages:** The Purchaser shall pay as liquidated damage, the sum of \$5.00 for each stump not cut pursuant to the provisions of condition 6.d. above. Overlooked trees designated for removal must be cut as soon as the Purchaser is notified, in the event of operability challenges such as factoring slopes the Purchaser shall propose a mitigation plan to the District Representative. For each such designated tree which is not cut, the purchaser shall pay at the rate of \$1.00 per inch of DBH. The purchaser shall pay a sum amounting to three times the appraised value for all undesignated trees containing merchantable material which are either cut, injured through carelessness, or killed by fires which he, his employees, sub-contractors or employees of sub-contractors caused or the origin or spread of which he could have prevented **unless** such cutting injury or killing of trees involves small amounts or a ratio of damage considered not excessive for standard logging operations of such material and in the judgment of the Real Estate Contracting Officer as justified by existing conditions.

f. Existing trails, roads, intermittent and perennial streams, ponds, wetlands, ditches, and firebreaks within and leading to the sale area will be kept free from logging debris at all times. All logging debris shall be kept within the boundaries of the cut area.

g. Cutting must proceed in an orderly manner with all marked or otherwise designated merchantable timber being removed as the contract progresses cutting the wettest ground when it is found to be in the most suitable in terms of soil moisture conditions and in the location designated by the Real Estate Contracting Officer or their District Representative. All trees will be felled into the area being cut not into the adjacent areas being left. Logging equipment shall not be allowed outside the cutting area and trees in adjacent areas shall not be damaged by logging equipment.

h. Purchasers shall be aware that harvest operations may be suspended or access restricted by the Directorate of Plans, Training, Mobilization and Security (DPTMS) at any time during the term of the contract.

i. Purchasers, sub-contractors or any other associates must comply with Fort A.P. Hill Installation access regulations, requirements, and trainings/briefings to include vetting and mandatory training of all personnel requiring routine access to the Installation through the Visitor Control Center (VCC). All Purchasers and their employees/sub-contractors must be approved for

unescorted access to the Installation. All required training must be completed by the Purchaser and their employees/sub-contractors or any other associates; this training includes but is not limited to UXO. Attendance and applicable certificates are required for credit for each training. A copy is available by request; please contact the District Representative or Natural Resources Manager.

j. The Purchaser of this contract shall meet with the Natural Resources Representative and/or District Representative prior to initiating harvest actions (considered an in-brief) in order to review contract specifications and resolve any questions the Purchaser might have. Prior to release of the Purchaser, the Natural Resources Representative and/or the District Representative shall inspect the sale area for compliance.

k. Timber harvesting operations shall in no way affect or interfere with military training or operations at the Installation. Harvesting operations may be delayed from time to time and the area may be closed because of military activities. Upon receiving notice to do so, the Purchaser will move all harvesting operations from the affected site(s) to an area designated by the Natural Resources Manager and/or District Representative and will re-route all vehicles and equipment as required. The Purchaser shall make daily check in/out procedures with Range Operations (804) 633-8224.

l. All logging vehicles used by the Purchaser must be kept at the harvest site training areas unless prior approval is obtained from the Natural Resources Manager to park elsewhere. Trucks used for hauling forest products shall comply with posted speed limits and Federal DOT safety requirements and Virginia weight restrictions while on Installation roads. It is the responsibility of motor vehicle operators when passing troops training in formation or near roadways that such vehicle operator observes the maximum speed limit in all such cases the maximum speed limit will be reduced to ten (10) miles per hour (MPH), even without signage.

m. In the event trees are debarked before being weighted, there will be an assumed 10% weight loss which will be accounted for in the administration of the contract.

n. Some additional tonnage may become available during the lifetime of the contract. The additional timber will be timber that is fire, wind, disease and/or insect damaged and must be removed immediately to prevent deterioration or timber that is interfering with the Installation's mission and must be disposed of immediately. This timber will not usually exceed 10% of the value of the original contract price.

o. The Purchaser will be liable for any loss or damage, including repair and replacement costs for any and all government-owned property, e.g., locks, keys, metal detectors, fire-fighting equipment, etc., that is loaned by the Government to the Purchaser for contractual or other purposes.

p. Mud deposited on any hard surface road as a result of logging activity shall be immediately removed by the Purchaser. When deemed necessary, the District Representative and/or Natural Resources Manager will require the use of gravel or mats to protect road shoulders at the ingress/egress to roads. Gravel or stone specification per agreed upon type shall be requested by the Purchaser and later provided by the Purchaser specifically after the Installation provides the first two (2) loads, next the Purchaser provides their own load. The Installation will initially provide two (2) loads per each harvest block and not to exceed 4 loads per harvest block. Upon completion of harvest operations or demobilization any logging mats or associated debris shall be removed from Installation property prior to contract closure. Placing broken mats or pieces thereof in slash piles is prohibited.

q. Tree felling shall be done to minimize breakage to the residual stand of trees. The Purchaser shall be required to fell all trees 4" DBH or larger which are broken, leaning, or splintered as a result of the logging operation.

r. No haul roads or trails shall be constructed. Log landings/loading decks shall be located off of the nearest existing road or trail and the logs skidded to this point. The placement of all decks/landings and skid trails shall be designated by or approved by the Natural Resources Manager. When designated, main skid trail boundaries are marked with teal paint.

s. **All woody material** below the merchantability specifications defined in **Paragraph 6.b. in Section IV** (Special Terms and Conditions of Sale), left in the **log deck**, shall be handled in one of the following ways:

1. **Chipped** as an optional bid item termed "Chips" and removed by the Purchaser; or
2. **Utilized as Firewood** and removed by the Purchaser for a **one-time flat fee of \$50.00**, provided that any hardwood cut-off chunks removed under this option are **strictly shorter than forty-eight inches (48") in length**; or
3. **Piled** in areas designated by the Natural Resources Manager; or
4. **Spread out** in areas designated by the Natural Resources Manager for disposal, unless otherwise specified in the Pre-harvest Plan.

Skid trails may have woody debris utilized as an aid in limiting equipment ground disturbance especially in preparation of wetter ground conditions in effort to continue operationally skidding and/or operations of other harvest equipment to remain productive through the duration of the contract period of performance. One such mitigation is to carefully lay in smaller woody debris

perpendicular to the skid trail, thus creating an even thickness not exceeding a foot (1') of brush to enhance a "corduroy" or "mat" like surface to traverse. Temporary closeout of skid trails shall occur if equipment will be moved either offsite or to a different log deck or if a severe storm event generally exceeding two inches (2") of liquid precipitation occurs or is anticipated to saturate soils. All reasonable efforts will be made to leave logging sites clear of harvest debris to maintain military training usability, this includes keeping areas within thirty feet (30') of all vehicular drivable roads and block boundaries free of logging generated woody debris. All logging slash shall be spread out within **remaining areas of the harvest block** and shall be manipulated in a manner such that its height from ground level does not exceed four (4) feet.

t. A Forest Product Load Ticket will accompany all loads removed from Fort A.P. Hill. The Forest Product Load ticket will be immediately and neatly stapled to a scale slip or exact copy thereof for that load. The Real Estate Contracting Officer or their representative will collect the Forest Product Load ticket with attached scale slip following the close of each month or at their discretion.

u. The Natural Resources Manager will designate the primary, secondary, and tertiary routes that the Purchaser's log trucks and other vehicles will utilize while on the Installation. Use of paved roads by loaded log trucks will be avoided when possible. All vehicles and equipment entering Fort A.P. Hill at the start of the contract shall be clean and free from material that could harbor invasive species, their eggs or seeds

v. No shortcuts shall be taken across harvest area boundaries while skidding or harvesting, unless otherwise designed within the Pre-Harvest Plans, all operations will remain within the harvest area(s). Piling of laps or woody debris against live residual trees will not be permitted. Piling of wood debris at the log deck area when using equipment shall be done in a manner to avoid mixed with excessive amounts of soil, blades or machinery should be lifted to avoid mixing in soil. Excessive soils mixed with debris at the log deck will defeat the intended clean-up efforts and will impact post-harvest activities.

w. Areas with buried utility lines as shown on pre-harvest plan maps and should be avoided. However, if crossing any of these lines is unavoidable preapproval to cross only in designated areas with appropriate mitigation such as mats will be required as designated by the Real Estate Contracting Officer's Representative.

**NOTIFICATION OF WORK COMPLETION
SALE AND REMOVAL OF TIMBER
LOCATION: FORT A.P. HILL**

Department of the Army
Norfolk District Corps of Engineers
Real Estate Office
803 Front Street
Norfolk, Virginia 23510-1011

Invitation No. DACA65-B-27-06
Contract No. DACA65-S-27-
Item No.
Fort A.P. Hill Caroline County
Bowling Green, Virginia 22427

PURCHASER STATEMENT

I hereby state I have completed all work required under terms and conditions of the above referenced contract.

Purchaser (Signature)

Date

APPROVAL OF WORK-NATURAL RESOURCES MANAGER

Work required under terms and conditions of the above referenced contract are completed satisfactorily.

Natural Resources Manager

Date

APPROVAL OF WORK-DISTRICT FORESTER

Work required under terms and conditions of the above referenced contract are completed satisfactorily.

District Forester

Date

FINANCE & ACCOUNTING

SUBJECT: Certificate of Completion
TO: Chief, Finance & Accounting

1. Work required under the above contract has been satisfactorily completed.
2. Sale proceeds should be credited to the appropriate account.
3. Purchaser has furnished a Cash Performance Deposit the remaining amount of \$ _____ which should be refunded.
4. Purchaser has furnished a Letter of Credit/Performance Bond in the amount of \$ _____ which should be returned.

Chief, Finance & Accounting

Date

EXHIBIT A

Fort A.P. Hill Forestry**Best Management Practices for Water Quality** in addition to Virginia's Department of Forestry BMPs:**Streamside Management Zones**

- Buffers of at least 50 ft. are maintained around all intermittent and perennial streams, ponds and wetlands.
- Loggers are not permitted at any time to harvest trees within the designated SMZ

Logging and Haul Roads - maintenance

- May need gravel, wooden mats, and/or geotextile fabrics to protect road shoulders at the ingress/egress to roads and to keep mud and debris from these more frequently traveled road ways.
- Water bars, rolling dips, Brush barriers, check dams, and/or riprap should be used as needed to protect sensitive or sloped areas and control the spread of waters.
- Proper maintenance to existing roadways should be continually practiced. This includes the maintenance of drainage systems, and the regular inspection of roads to detect and correct maintenance problems.

Streamside Crossing - requirements

- *Buffers.* At least 50 feet buffers are maintained around all streams, ponds, and wetlands.
- No streams shall be crossed within the harvest block.

Skid Trail - requirements

- When skidding products up-slope, the skid should be at a slant or zigzag up the course of the slope to break the grade whenever possible.
- Skidding is discouraged when soils are saturated. Note that skidding is not allowed within wetland areas or when rain causes excessive rutting.
- Upon completion of skidding, at minimum temporary of skid trails shall occur if equipment will be moved either offsite or to a different log deck or if a severe storm event generally exceeding two inches (2") of liquid precipitation occurs or is anticipated to saturate soils.

Logging Deck - requirements

- All decks should be located 50-feet outside of the designated SMZ. The Natural Resources Manager will determine the exact location of logging decks.
- Proper erosion control measures should be used and maintained for all logging decks.
- All decks should have a slight slope (2-5%) to allow for drainage and should be designated in areas where soil properties allow for quick drying and reduced compaction.
- Diversion ditches should be used where necessary. Such structures on the uphill side of the deck can be used to intercept and redirect water flow away from the decking area.
- Monitoring and controlling the release of engine fluids from operating equipment should be maintained at all times. Proper storage and removal of such fluids is also imperative.
- Following completion of activities, disturbed areas should be reshaped and stabilized to provide adequate surface drainage.
- All slash generated from harvest operations shall be piled or spread out in areas designated by the Natural Resource Manager.
 - For log decks these methods may include but are not limited to: wind rows, piling, or dispersal around the log deck area. When blading excessive amounts of soil mixing with debris shall be avoided.

The Federal Clean Water Act defines wetlands as areas that are inundated or saturated by surface ground water at a frequency and duration sufficient to support hydrophytic vegetation. Activity restrictions include mechanized land clearing and earth moving activities within a wetland. In addition, any activity that converts a wetland into a non-wetland or affects the flow, circulation or reach of waters is prohibited.

Several silvicultural practices are exempt from restrictions. These include planting, seeding, cultivating, minor drainage and harvesting. It should be noted that at Fort A.P. Hill, none of these activities are performed within the boundaries of wetland areas and no activities performed within associated SMZs.

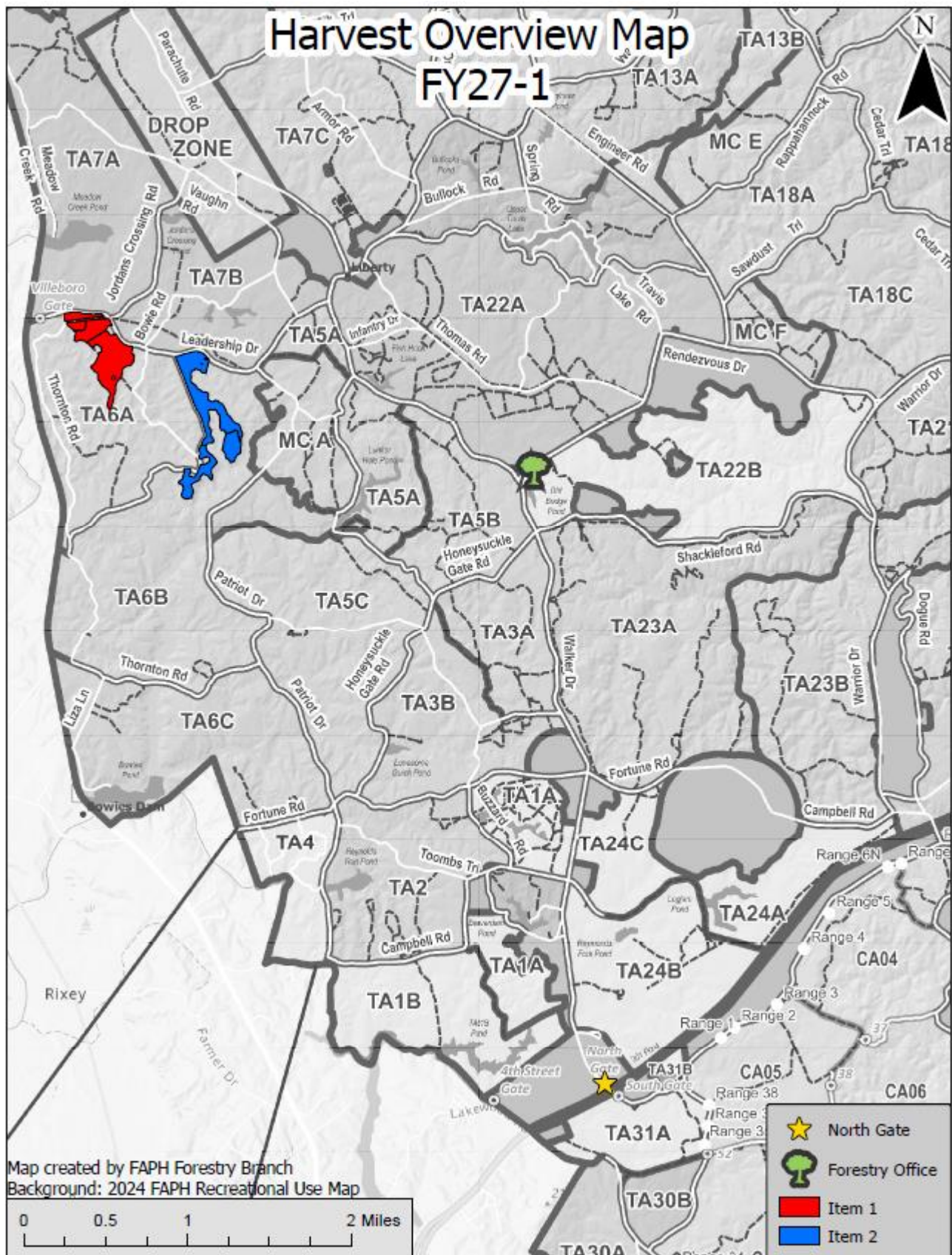
EXHIBIT B

SPECIFICATIONS FOR ALL ITEMS**Volume Tables**

ITEM 1	
1 Block (60 Acres)	TONS
PINE SAWTIMBER	1126
PINE CHIP N SAW	41
PINE PULPWOOD	941
OAK SAWTIMBER	1278
POPLAR SAWTIMBER	415
MISC. HARDWOOD SAWTIMBER	46
PULPWOOD	1038
CHIPS	2729
TOTAL TONS (W/O CHIPS) ITEM 1	4885

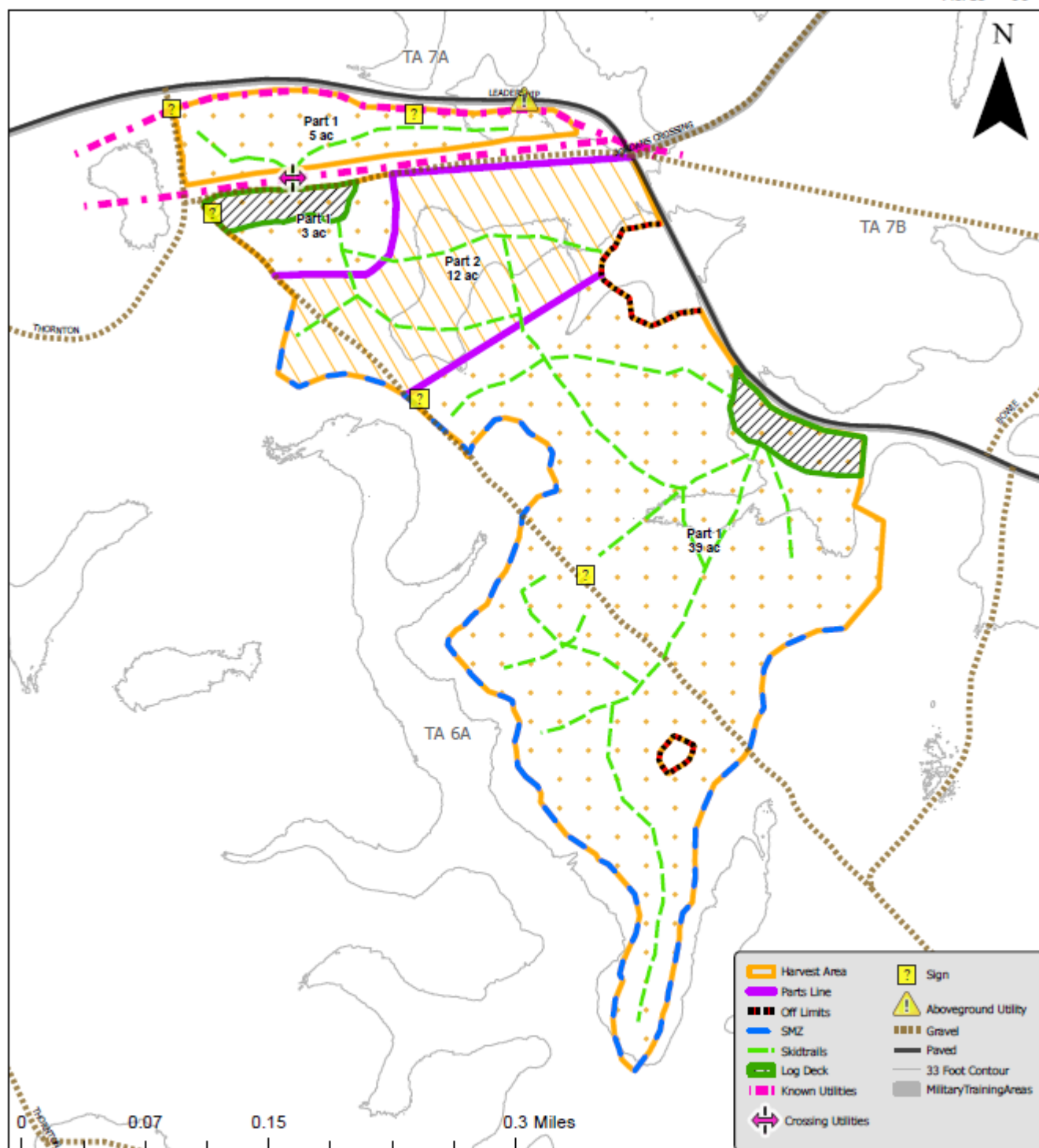
ITEM 2	
1 Block (67 Acres)	Tons
PINE SAWTIMBER	897
PINE CHIP N SAW	192
PINE PULPWOOD	1720
OAK SAWTIMBER	1441
POPLAR SAWTIMBER	527
MISC. HARDWOOD SAWTIMBER	30
PULPWOOD	1039
CHIPS	3265
TOTAL TONS (W/O CHIPS) ITEM 2	5845

ENCLOSURE 1

HARVEST BLOCK LOCATION AND PRE-HARVEST PLAN BLOCK MAPS**ENCLOSURE 2**

Pre-Harvest Plan: Item 1 Block 1 = 06AB1-26

Acres = 60

**BLOCK 1 (06AB1-26 Part 1 & 2)**

Time of Year Restrictions: No tree cutting from April 1st through September 30th. All harvest operations must be completed prior to 1 April 2028.

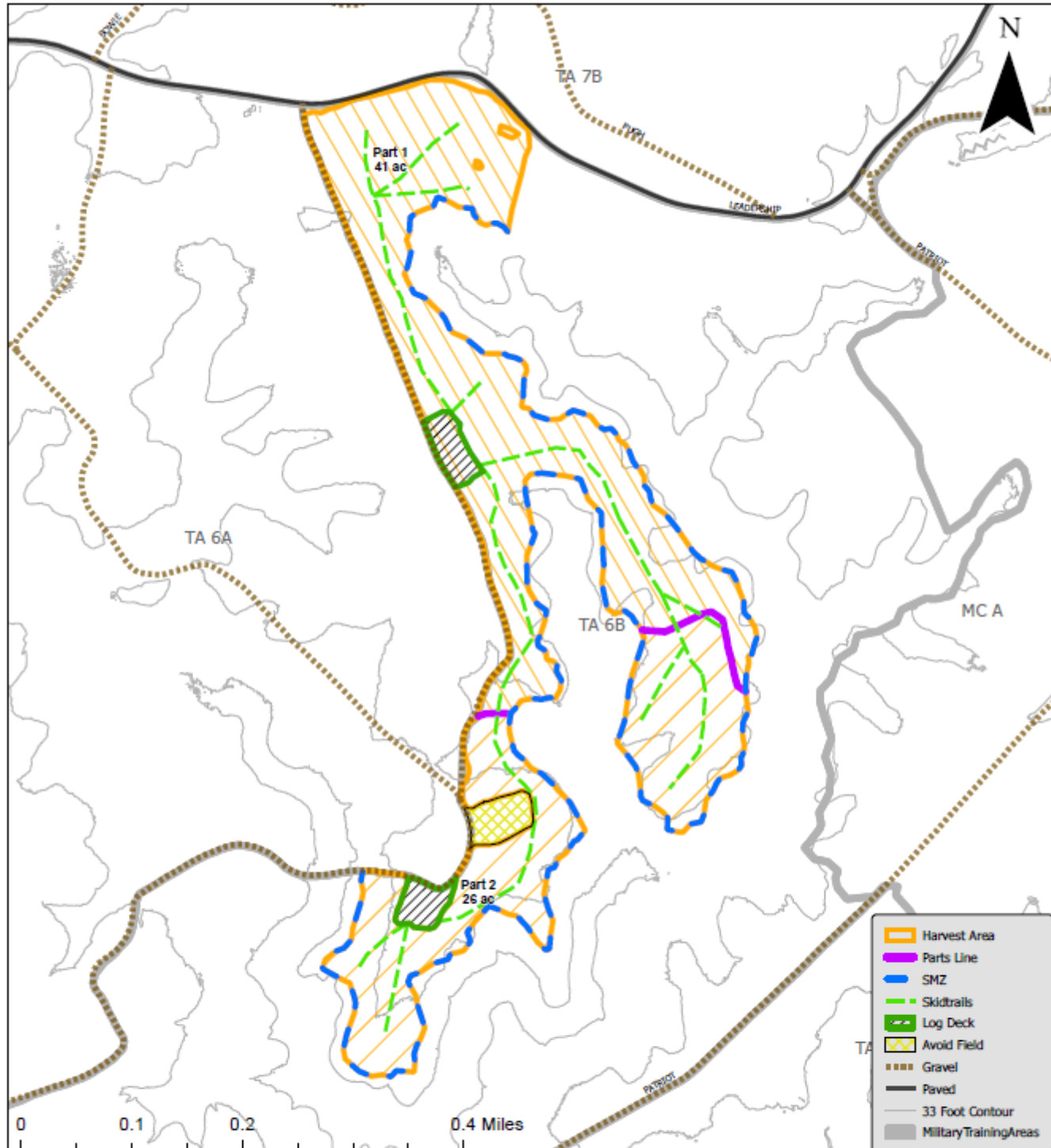
Harvest Type: Part 1 is a clearcut. Part 2 is marked as a 40 Basal Area Shelterwood.

Provisions: Harvest all merchantable trees within harvest boundary, Yellow marked trees in part two shall NOT be harvested. All trees with signs (shown on map) will be retained. Existing trails and roads must be returned to original or better state upon completion of harvest activities. Mats are to be used for operations on road shoulders and for where skid trails cross existing roads, trails or utility right-of-ways.

ENCLOSURE 2

Pre-Harvest Plan: Item 2 Block 2 = 06BA-26

Acres = 66

**BLOCK 3 (06BA-26, Part 1 & 2)**

Time of Year Restrictions: No tree cutting from April 1st through September 30th. All harvest operations must be completed prior to 1 April 2028.

Harvest Type: Part 1 is marked as a 40 Basal Area Shelterwood. Part 2 is marked as a 10 to 20 Basal Area Seed Tree.

Provisions: Harvest all merchantable trees within harvest boundaries NOT marked with yellow paint. Avoid the field. Existing trails and roads must be returned to original or better state upon completion of harvest activities. Mats are to be used for operations on road shoulders and for where skid trails cross existing roads or trails.

ENCLOSURE 2



PAINT DESIGNATION SCHEME AND SPECIAL CONSIDERATIONS

Harvest Boundaries and Tree Marking

PAINT DESIGNATIONS ON PRE-HARVEST PLAN MAPS MAY SUPERCEDE INSTRUCTIONS LISTED BELOW

- Exterior harvest boundaries – **orange paint**
- Interior boundaries between harvest types – **purple paint**
- Off limits areas – **red paint**
- Designated skid trails boundaries – **teal paint**
- Trees to cut – **blue paint**
- Trees to leave – **yellow paint**
- Streamside Management Zones (SMZs) - **flagged and orange paint**
- Log Decks – **teal paint and/or purple flagging**

Special Considerations

- All laps (limbs, tops, etc.) shall be chipped or piled as directed by the Real Estate Contracting Officer's Representative
- No harvest activity shall occur outside of the designated harvest area(s), unless within specifically designated Skid Trails
 - If a tree is accidentally felled into an SMZ or Off-limits area such tree shall not be disturbed or removed until first contacting the Real Estate Contracting Officer's Representative
- Trees marked with either **purple or teal paint** may be cut – However these **purple or teal painted** trees should remain uncut long enough so that operationally harvest skid trails and interior boundaries between harvest parts can be clearly distinguished
 - Further clarification, if these same **purple or teal painted** trees are also painted with **yellow paint**, the **yellow paint** will take precedence as a designated leave tree and **SHALL NOT** be cut, unless otherwise noted on the Pre-Harvest Plan Map under Provisions.
- Trees marked with **orange** or **red** paint are designated as leave trees and **SHALL NOT** be cut

Purchaser Responsibilities

- Restore existing skid trails, haul roads, and log landings to original shape and grade
- Temporary closeout of skid trails should occur if the skid trail will be inactive for periods longer than seven (7) days or if a severe storm event is anticipated
- Install water bars on primary skid trails as directed by Real Estate Contracting Officer's Representative
- All logging slash spread out within the harvest block shall be manipulated in a manner such that its height from ground level does not exceed four (4) feet and shall not be piled along portions of the harvest block boundary
- Piling of laps against live trees will not be permitted. Piling of wood debris when using a dozer or skidder blade shall be done in a manner to avoid mixed with excessive amounts of soil, blades should be lifted to avoid mixing in soil. Excessive soils mixed with debris will defeat the intended clean-up efforts
- All logging mats and associated debris shall be removed from the log deck areas and woods roads prior to contract closure. **Placing broken mats or pieces thereof in the slash pile is prohibited**
- All required payments either scheduled or requested shall be paid upon request of Real Estate Contracting Officer Representative

ENCLOSURE 3