

# GOVERNMENT FOREST PRODUCTS SALE

## SALVAGE CONTRACT

INVITATION FOR BIDS NO. W9127S-22-B-22980

August 30, 2022

Sealed bid subject to the terms and conditions set forth in the Invitation for Bids, for the purchase and removal of the Government-owned property listed in this notice to bidders, will be received until the time, date, and at the place indicated below, and then publicly opened. Announcement will be listed on SWL Real Estate website: <https://www.swl.usace.army.mil/Missions/Real-Estate/>

FOREST PRODUCTS: Black Walnut, Mixed Hardwood, Pine and Redcedar Timber (Pay-as-Cut)

TIME OF OPENING: 1:00 P.M., LOCAL TIME @ PLACE OF BID OPENING

DATE OF OPENING: 8 September 2022

PLACE OF OPENING: Clearwater Lake Project Office  
6501 Wayne Route HH, Piedmont, Missouri

BID DEPOSIT: **\$1,000**

EXPIRATION DATE: **May 31, 2023**

Inspection of current known salvage areas is invited between 8:00 a.m., and 4:00 p.m., Monday through Friday, excluding holidays. Arrange inspection with the Project POC: Mr. Chris Alley, Natural Resource Specialist, Clearwater Lake, telephone number (573) 718-4760. Please call 48 hours in advance of the desired time for inspection.

Issued by: Clearwater Lake, U.S. Army Corps of Engineers

Address: RR 3 Box 3559-D, Piedmont, Missouri 63957

Property located at: Clearwater Lake, Missouri

US ARMY  
CORPS OF ENGINEERS  
Little Rock District

<b>SALE OF GOVERNMENT FOREST PRODUCTS BID AND AWARD</b>		INVITATION FOR BIDS NO. W9127S-22-B-22980	PAGE 2
BID <i>(This Section to be completed by the Bidder)</i>		DATE OF BID _____20_____	
<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 30 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 \$ _____.</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>			
<u>CERTIFICATE AS TO SMALL BUSINESS STATUS</u>			
<p>The bidder certifies that he [ <b>(is)</b> / <b>(is not)</b> ] 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.</p>			
NAME AND ADDRESS OF BIDDER (STREET, CITY, STATE, AND ZONE) (TYPE OR PRINT)		SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	
TELEPHONE NUMBER:		SIGNER'S NAME AND TITLE (Type or print)	
<u>CORPORATE CERTIFICATE</u>			
<p>I, _____ (Name) _____ (TITLE) of the corporation named as Purchaser herein; that _____ (Name), who signed this contract on behalf of the Purchaser, was then _____ (TITLE) of said corporation; that said contract was duly signed for and in 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;">Signature _____ (CORPORATE SEAL)</p>			
<b>ACCEPTANCE BY THE GOVERNMENT</b> (This Section for Government use only)		DATE OF ACCEPTANCE	
ACCEPTED AS TO ITEMS NUMBERED  ITEM # 1		UNITED STATES OF AMERICA  BY _____	
TOTAL AMOUNT \$	CONTRACT NUMBER	TITLE OF CONTRACTING OFFICER	

SALE OF GOVERNMENT FOREST PRODUCTS ITEM BID PAGE		INVITATION FOR BIDS NO. W9127S-22-B-22980		PAGE 3	
ITEM NO.	PRODUCTS FOR SALE (Pay-as-Cut)	QUANTITY (No. of Units)	UNIT OF MEASURE	TO BE SUPPLIED BY BIDDER	
				Price Bid per Unit	TOTAL PRICE BID
					DOLLARS CENTS
1.	Black Walnut Sawtimber	5,000 (5 MBF)	Board Feet Int ¼ Inch Rule	\$ _____ /MBF	\$ _____
	Mixed Oak and Hickory Sawtimber	50,000 (50MBF)	Board Feet Int ¼ Inch Rule	\$ _____ /MBF	\$ _____
	Misc Hardwood Sawtimber	5,000 (5 MBF)	Board Feet Int ¼ Inch Rule	\$ _____ /MBF	\$ _____
	Pine and Redcedar Sawtimber	5,000 (5 MBF)	Board Feet Int ¼ Inch Rule	\$ _____ /MBF	\$ _____
	<b>TOTAL BID</b> <b>*Bid per unit must be submitted on all products</b>		<b>*Bid per unit should be made per thousand board foot (MBF)</b>		\$ _____
<p>NOTICE TO BIDDERS:</p> <p>(1) No bid will be considered unless it is accompanied by a deposit in the amount of \$1,000.00 for Bid Item 1. Such guaranty must be in the form of cashier's check, money order, or other form of payment not subject to stoppage or revocation, made payable to FAO, Little Rock District. <b>PERSONAL CHECKS ARE NOT ACCEPTABLE.</b> The deposits of unsuccessful bidders will be returned to them as soon as practicable after the bids have been opened and the awards made. The deposit of the successful bidder will be retained by the Government and applied in full as the performance deposit.</p> <p>(2) <b>This sale is for a salvage contract on an as needed basis.</b> The timber for sale will be designated by the Project POC as dictated by various events. <b>The timber salvage contract area is located on Clearwater Lake. One timber salvage area has previously been identified in the vicinity of Goose Creek and Funk Branch and is identified on page 22. Additional salvage areas will be identified as need arises.</b> Actual volumes to be harvested are not predictable in advance with any degree of accuracy. These volumes are estimates only and will be used for award purposes by multiplying estimated quantities by unit price bid. <b>Bids should be made per thousand board foot (MBF).</b> No bids will be considered if improperly weighted on any particular product. Prospective bidders must provide a bid on all products listed for that item.</p> <p>(3) This is a non-exclusive delivery order. Each area/product will be paid for by the contractor in accordance with the per unit bid price. If the successful bidder fails to perform to contract specifications, another contract will be advertised and awarded.</p> <p>(4) The successful bidder shall be notified and shall respond to the notification with a specific plan of action within 72 hours. Harvest operations should begin within <b>10</b> calendar days of notification of a timber salvage site, unless prohibited by weather or ground conditions or otherwise agreed upon with Project POC. Generally, the Project POC will not notify the successful bidder to respond when an estimated minimum of 8 sawtimber loads can be made available. Payments are based on the weekly report of scale/weight tickets as furnished by the purchaser. Disputes will be resolved in accordance with paragraph 25 Section III of the contract.</p> <p>(5) Acceptable conversion factors to be used if necessary</p> <ul style="list-style-type: none"> <li>- Hardwood sawtimber 6.3 tons/MBF (Int ¼" Scale), Pine and Redcedar sawtimber 5.8 tons/MBF (Int ¼" Scale)</li> <li>- Use of any other conversion factors must be submitted to, reviewed, and approved by the Contracting Officer</li> </ul>					
BIDDER IS CAUTIONED TO INSPECT THE PROPERTY			NAME OF BIDDER (Type or print)		

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## I. SPECIAL SALES, TERMS AND CONDITIONS

### 1. Description of Sale:

a. Item 1 timber offered for sale (pay-as-cut) is located on Clearwater Lake. The areas are owned by the Government in fee simple. This sale is for a salvage contract on an as needed basis. One timber salvage area has previously been identified in the vicinity of Goose Creek and Funk Branch, identified on Page 22. Additional salvage areas will be identified as need arises. **On most areas, due to Federal Endangered Species regulations, standing trees may only be cut between 15 November and 31 March, with ground activities (harvesting of down timber, skidding, hauling, BMP work) permitted year-round. Project POC will confirm restricted tree cutting periods prior to harvest commencing on any given area.**

b. Estimated volumes for Item 1: 5,000 International ¼ inch Board Feet (5 MBF) of Black Walnut sawtimber, 50,000 International ¼ inch Board Feet (50 MBF) of Mixed Oak and Hickory sawtimber, 5,000 International ¼ inch Board Feet (5 MBF) of Misc. Hardwood sawtimber and 5,000 International ¼ inch Board Feet (5 MBF) of Pine and Redcedar sawtimber. This is a timber salvage contract and actual volumes harvested are not predictable with any degree of accuracy. These volumes are estimates only and will be used for award purposes by multiplying estimated quantities by unit price bid. No bids will be considered if improperly weighted on any particular product. Project POC will confirm with purchaser how trees intended for removal are identified, including but not limited to paint markings, flagging, specific species, size limitations, etc. Harvest boundaries will also be identified prior to commencement of salvage harvesting activities. All designated trees, and only designated trees, will be cut and removed by the purchaser from any given timber salvage area.

c. Due to the possibility of different receiving sawmills utilizing volume scales other than board feet advertised for this timber sale, the following conversions factors are approved for use if needed:

- Hardwood sawtimber 6.3 tons/MBF (Int ¼), Pine & Redcedar sawtimber 5.8 tons/MBF (Int ¼)
- Use of any other conversion factors must be submitted and approved by the Contracting Officer

**2. Material Not Utilized:** The volume of merchantable material from designated trees uncut or from designated trees cut, or tops, chunks, long butts, trees broken or split by felling or otherwise, which are not utilized, will be determined through tree estimate, scaling or measurement, and the purchaser billed thereto in accordance with the terms of the contract, unless the leaving of such material is justified as may be determined by the Real Estate Contracting Officer.

**3. Specific Provisions:** A pre-work meeting is required before the start of salvage harvesting. Loading decks will be located and agreed upon between the Project POC and the purchaser prior to harvest operations commencing. Unless otherwise directed by Project POC, residual logging slash and debris is to be spread and scattered throughout the harvest area. Timber harvesting shall be performed in a manner to minimize soil erosion and rutting. The purchaser shall be required to restore ruts when the average rut depth exceeds six (6) inches over a distance of more than 50 linear feet.

## II. INSTRUCTIONS TO BIDDERS

### 1. Invitation, Bid and Acceptance:

a. This invitation, bid and acceptance shall constitute the entire sale agreement between the purchaser and the Government.

b. The Government may accept or reject any item of any bid unless such bid is qualified by specific limitations. The right is reserved, as the interest of the Government may require, to reject any and all bids, and to waive any defect or informality in bids received. All bids submitted shall be deemed to have been made with full knowledge of all the terms, conditions, and requirements contained herein. All bids received may, at the option of the Government, remain open for acceptance or rejection for a period of 30 days from the date of opening bids. Bids may be withdrawn on written or telegraphic requests received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing his bid confers no right for the withdrawal of the bid after it has been opened.

c. **Volumes are not guaranteed. The bidders are invited to contact Project POC to inspect any currently identified salvage areas 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.

### 2. Condition of Property:

The property 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 non-performance 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 a 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. Submission of Bids:

a. Sealed bids must be submitted on the bid form accompanying this invitation for bids and specifications of sale, or on exact copies thereof. Invitation and bid forms, or any additional information pertaining thereto, may be obtained from the Real Estate Contracting Officer Little Rock District, Corps of Engineers, Post Office Box 867, Little Rock, Arkansas 72203, Attention: CESWL-RE-M Jeremy Thomason, 501-340-1324.

**b. Bid deposits and original bid sheets should be delivered by hand to the bid site (Clearwater Project Office) or by mail to the Little Rock address below. Hand delivery to the bid site is recommended.**

**c. Bids which are mailed must arrive no later than 3:00 P.M., local time on September 7, 2022, the day before the bid opening.** Bids may also be hand delivered to the bid opening site the day of the bid opening. Bid deposits will be held until such time as the successful bidder has been selected. All bids shall be sealed in an envelope until such time as the bid opening time has occurred. Envelopes should be marked and addressed as follows:

RETURN ADDRESS:

TO:

**SEALED BIDS TO BE OPENED  
Invitation No. W9127S-21-B-22980  
Date: September 8, 2022  
Time: 1:00 P.M.**

**US ARMY CORPS OF ENGINEERS  
Chief, Real Estate Division, Little Rock, District  
US Army Corps of Engineers  
ATTN: CESWL-RE-M  
P.O. Box 867  
Little Rock, Arkansas 72203-0867**

Or (physical address)

**US Army Corps of Engineers  
Chief, Real Estate Division, Little Rock District  
ATTN: CESWL-RE-M  
700 West Capitol Avenue, Room 6509  
Little Rock, Arkansas 72201**

d. Bidders may also submit sealed bids to bid opening officials at the place of bid opening, as shown on front cover of this invitation, immediately prior to the bid opening.

**4. Bid Opening:**

a. It will be the duty of each bidder to see that his bid is delivered by the time and at the place described in this invitation. Bids in properly marked envelopes, as required above, received prior to the time for opening will be securely kept, unopened, until the time for opening bids. The person whose duty it is to open them will decide when the specified time has arrived and no bid, modification of a bid, or withdrawal of a bid received thereafter will be considered, except that those received before award is made, but delayed in the mail by occurrences beyond control of the bidder, may be considered if written certification is furnished by authorized postal authorities to that effect. No responsibility will attach for the premature opening of a bid not properly addressed and identified. All modifications of bids or withdrawals of bids must be in writing. Telegraphic bids will not be considered, but telegraphed modifications or withdrawals of bids already submitted will be considered if received prior to the time set for opening bids.

b. At the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others, provided that any information submitted in support thereof, the disclosure of which might tend to subject the person submitting it to a competitive business disadvantage, will be held in strict confidence by the United States, if requested by the bidder.

c. The Real Estate Contracting Officer reserves the right, subsequent to opening the bids, to require a showing by the successful bidder of his experience and facilities to perform the operation in a satisfactory manner.

d. **The bid opening will be held at 1:00 p.m. on September 8, 2022, at the Clearwater Lake Project Office, 6501 Wayne Route HH, Piedmont, Missouri 63957.** Bids may be hand delivered the day of the bid opening to the bid opening site. Bids must be delivered prior to the bid opening time.

**5. Liability:** The purchaser assumes all responsibility and liability for all injuries to persons or damages to property directly or indirectly due to or arising out of the operations conducted under this sale agreement, and the purchaser agrees to indemnify and save harmless the United States against any and all claims of whatsoever nature and kind due to or arising out of this sale agreement.

**6. Sale of Property to Employees and Military or Contract Personnel:**

a. The sale of Government property to officials and employees of the Department of Defense and officers and enlisted men, including an agent, employee, or member of the immediate family of such personnel, whose duties include any functional or supervisory responsibility for or within the Army Real Property Disposal Program, will not be made.

b. The sale will not be awarded to any person or organization, including partnerships, who have had any determination in the timber to be harvested. This includes any individual or company that has contracted with the Government for the marking of the timber in the sale area.

**7. Notice of Action:** Notice of acceptance or rejection of bids, notice of authority to proceed with removal of the purchased property, and any other notices hereunder shall be deemed to have been sufficiently given when telegraphed or mailed to the bidder, or his duly authorized representative, at the address indicated in the bid.

**8. Modification of Contract:**

a. This invitation for bids, including all the instructions, terms, and conditions set forth herein, and the bid, when accepted by the Government, shall constitute the contract of sale between the successful bidder and the Government. Such agreement shall constitute the whole sale agreement, unless modified in writing and signed by both parties except as provided otherwise herein. No oral statements or representations made by, for, or ostensibly on behalf of, either party shall be part of such agreement.



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

**9. Bid Deposit:** No bid will be considered unless it is accompanied by a deposit in the amount of \$1,000 for Item 1. Such guaranty shall be in the form of a cashier's check, money order, or other form of payment not subject to stoppage or revocation, made payable to the FAO, Little Rock District. **PERSONAL CHECKS ARE NOT ACCEPTABLE.** The deposits of unsuccessful bidders will be returned to them as soon as practicable after the bids have been opened and the awards made.

**10. Performance Deposit or Bond:** For the purpose of this salvage timber contract, the required bid deposit of \$1,000 will be applied in full as the performance deposit. The deposit as shown will be held by the Government until completion of the operations, to be applied against (1) the amount of any damage caused by failure of the purchaser to observe fully all conditions of the agreement and (2) any costs, damages, or expenses which the Government may incur by reason of default or breach of any terms, provisions, conditions, or obligations on the part of the purchaser. The amount so deposited shall not be construed as being the maximum amount of the purchaser's obligations in the event the Government is damaged in excess of such amount. Any balance of said deposit remaining after the purchaser's obligations under the agreement have been fulfilled shall be repaid. In lieu of a cash performance deposit, the purchaser may furnish a performance bond, with a surety approved by and in a form acceptable to the said Real Estate Contracting Officer, the penal sum of such bond to be the total of performance deposits provided for above. U.S. Standard Form 25 may be used for this purpose.

### III. GENERAL SALE TERMS AND CONDITIONS

**1. Real Estate Contracting Officer (RECO):** The term "Real Estate Contracting Officer" as used herein means the person executing this contract on behalf of the Government and includes any duly appointed successors or authorized representative. The RECO maintains full and final authority over all aspects of this contract, whether or not any specific notation or required permission stated herein may indicate another responsible party such as the Project POC. The RECO will coordinate with the Project POC and Project management to ensure all concerns and best interests of both the Project and the Government are being considered and met during the execution of this contract.

**2. Project Point of Contact (POC):** The term "Project POC" as used herein means the person in charge of the Project's forestry related activities and includes any duly appointed representatives having as their responsibility forest protection and forest management. The Project POC will advise and coordinate with the RECO all instructions and directions they may provide to the purchaser during the execution of the contract to prevent any conflicting or contradictory information that could place the purchaser or the government in jeopardy of contract violation. The Project POC does not hold any unique authority over contract terms to the exclusion of the RECO. Operation's District Forester is available to provide additional assistance as needed.

### 3. Marking Procedures:

a. **All merchantable trees in Item 1 will be designated by the Project POC. All designated trees and only designated trees will be cut (felled) and removed by the purchaser, regardless of his desire to harvest other trees.**

b. The purchaser is prohibited from bringing onto the Project, or having in his possession while on said Project, marking hammers, paint or equipment for painting, or any other equipment similar to that used by the Government in the marking of trees, logs, or bolts.

c. The purchaser accepts the marking as final, except that, by mutual agreement between the Real Estate Contracting Officer and the purchaser, changes in the marking can be made by marking additional trees or removing the marks from trees already marked when such changes are clearly the result or errors or omissions in the original marking. 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.

### 4. Merchantability and Utilization:

a. Trees and timber products cut from those trees which equal or exceed the specifications set forth below are considered merchantable and will be cut and merchandised for the highest valued product possible. Product Definitions for the purpose of this contract:

- i. All Hardwood Sawtimber – Hardwood log that measures 10 inches diameter inside bark or greater at the scaling end (small end) and contains at least one merchantable 8 foot log.
- ii. Pine & Redcedar Sawtimber – Pine or Redcedar logs that measure 10 inches diameter inside bark or greater at the scaling end (small end) and contains at least one merchantable 16 foot log.

b. The log length may be varied so as to secure the greatest and highest valued utilization of merchantable material. On pine trees, where limbs are in whorls and the collective diameter of limbs (within a distance of 12-inches on the stem for pine) is greater than the diameter inside bark at that point, the tree may be topped below the whorls of limbs rather than at the specified diameter.

**5. Commencement:** The purchaser shall start work, after receipt of authorization to proceed, at such a time as agreed with the RECO and Project POC, and shall prosecute the work, or any separable portion thereof, with such diligence as will ensure its completion within the time specified.

### 6. Schedule of Harvesting and Completion:

a. **Due to Federal Endangered Species regulations standing trees on most salvage sites may only be cut between 15 November and 31 March, with ground activities (harvesting of down timber, skidding, hauling, BMP work) permitted year-round. Project POC will confirm restricted tree cutting periods with purchaser prior to salvage harvesting commencing on any given area.**

The purchaser agrees to cut and remove from the salvage areas all timber designated for harvest under this sale agreement on or before **May 31, 2023**.

b. The Real Estate Contracting Officer may suspend or stop logging operations due to specific legal requirements concerning the protection of Endangered Species (plant or animal) and/or Cultural/Historical Resources within the sale area; and if so curtailed or stopped no adjustment in quantity of timber to be harvested, nor the contract price to be paid for the timber left to be harvested shall be made.

c. Timber harvesting operations may be curtailed by the Real Estate Contracting Officer during rainy seasons to prevent damage to the Project's road and drainage systems.

d. Harvesting operations will be permitted from 0700 to 1630 hours, five days per week (Monday through Friday, excluding holidays), unless otherwise authorized by the Real Estate Contracting Officer. At the discretion of the Real Estate Contracting Officer or Project POC, harvesting operations may be limited to certain hours of the day due to special circumstances.

e. Upon request of the Real Estate Contracting Officer, the purchaser will furnish information as to the percentage of completion of each phase of the sale agreement.

f. Upon completion of the harvesting operations, the purchaser will contact the Real Estate Contracting Officer to arrange for a joint site inspection to determine whether the terms of the contract have been satisfactorily completed.

g. Following any extended period where equipment is removed or cessation of logging occurs the contractor shall notify the Project POC of his intention to resume harvesting operations.

h. The contractor will be required to cut the designated timber stands in a progressive manner. Once harvesting operation commences in a particular block, work will continue until completed or discontinued due to adverse weather conditions. The contractor will make every effort to cut and remove the designated timber by **May 31, 2023**.

**7. Extension of Time:** The Real Estate Contracting Officer may, by a change order or letter, extend the time allocated for removal, if justified by one or more of the following reasons:

a. Days lost by the purchaser due to stoppages or temporary suspensions ordered by the Real Estate Contracting Officer or his duly authorized representative, except when the stoppage or suspensions are ordered because of the purchaser's failure to comply with the provisions of the contract;

b. Labor disputes or catastrophic events beyond the purchaser's control. The purchaser shall notify the Real Estate Contracting Officer as soon as practical after such a delay begins. Delays resulting from weather will not normally be justification for extensions of time;

c. 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;

d. When purchaser desires an extension of time for his own convenience, provided: (1) the purchaser obtains concurrence for the delay from any sawtimber or pulpwood purchaser also in the sale area(s); (2) the Real Estate Contracting Officer determines that the extension will not endanger final required Project deadlines; (3) the monetary consideration due the Government for such extensions shall be a sum equal to one (1) percent per month of the value of the estimated timber remaining unharvested, or a minimum charge of \$100, whichever is greater; and (4) each request of the purchaser for a time extension must be in writing and must be received by the Real Estate Contracting Officer at least 10 days prior to the specified expiration date.

**8. Payment:** On unit price, Pay-As-Cut, timber salvage sales payments for forest products will be submitted periodically as directed by the Contracting Officer for the actual volume of timber products harvested and measured. Any surplus funds to the purchaser's credit upon completion of removal operations, as required under the terms of the contract, will be refunded to the purchaser.

#### **9. Reports:**

a. When required, the purchaser shall mail or deliver to the Real Estate Contracting Officer, by no later than Saturday of each week, a summary report or statement(s) showing the timber harvested from each cutting unit from which the timber was removed during the preceding week. The report will reflect the volume of sawtimber harvested, together with weight ticket substantiating the report. If the summary report(s) and substantiating tickets or consumer receipts are not promptly received by the date indicated above, all operations under the contract may be suspended until the above data is received.

b. Prior to commencement of logging operations on Pay-As-Cut contracts, the timber purchaser will be issued a USACE Load Ticket booklet and will be responsible for correctly recording load and mill/delivery information for every load of timber at the time it leaves the harvest area, as required by the Real Estate Contracting Officer. A load ticket consists of two parts with the same unique load number printed on each. The upper portion will remain in the bound ticket booklet, while the lower portion will be removed at the perforation and accompany the load to the mill/delivery destination. The lower portion will be retained after delivery, attached to a copy of the corresponding mill scale ticket, and accumulated by the purchaser. Periodically as determined by the Real Estate Contracting Officer, the accumulated combined tickets will be turned in to USACE, reconciled with the bound portions remaining in the USACE ticket booklet, and the purchaser billed for the delivered loads. The purchaser will be held responsible for all USACE load tickets issued to him/her and each ticket will be regarded as representing an undelivered load of timber until it has been accounted for in the manner prescribed. The USACE ticket booklet will be kept by the purchaser at the loading area and will be available for review and reconciliation at any time by the Real Estate Contracting Officer or designated Project POC. The purchaser will be held responsible for any missing tickets, ticket portions, or any other discrepancies discovered between USACE and mill tickets and billed accordingly.

**10. Payment Remittance:** All payments shall be made by certified check, cashier's check, bank draft, postal or express money order, payable to the **FAO, Little Rock District**. Billing payments will be remitted within ten (10) days of the date of the billing directly to the **Real Estate Contracting Officer, Little Rock District, Corps of Engineers, Attention: CESWL-RE-M, P.O. Box 867, Little Rock, Arkansas 72203-0867**. Envelopes containing reports or payments will be conspicuously marked in the lower left corner as follows:

**TO BE OPENED ONLY IN M&D BRANCH, REAL ESTATE DIVISION**

**11. Inspections:** The purchaser's harvesting operations covered by this sale agreement and all books and records relating thereto shall be open to inspection at any time by the Real Estate Contracting Officer with the understanding that the information obtained shall be regarded as confidential. When cutting, logging or other operations under this sale agreement are in progress, the purchaser shall have a representative 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 sale agreement and to take such action thereon as is required by the terms of this sale agreement.

**12. Order of Logging:**

a. The order of logging will be designated by the Real Estate Contracting Officer. Purchaser's proposal for sequence of cutting will be considered. All timber to be cut will be harvested and removed and all phases of operations completed within the assigned logging unit or area prior to commencement of operations in another logging unit. From time to time, due to certain activities or weather conditions, the order of logging may be realigned by the Real Estate Contracting Officer. Operations under this sale agreement will be conducted in a manner that will not interfere with timber harvesting operations under another sale agreement.

b. Subject to other specific directions from the Project POC, contractor should work, as best possible and reasonable, to avoid leaving cut trees and tops leaning or piled against residual undamaged trees. No leaning, broken top, or splintered trees directly caused by contractor's activities will be left standing and must be downed before moving to another cutting area. Any unused portions of tops and branches not hauled to the landing with timber must be removed from roads, ditches, drainage, fire lanes, boundary lines, and mowed areas.

c. Unless they are an imminent safety hazard to the contractor, dead snags will be left standing for wildlife and Endangered Species habitat.

**13. Methods of Logging:**

a. Loading decks will be located and agreed upon between the Project POC and the purchaser prior to harvest operations commencing. The purchaser will be allowed to bank logs in areas designated by the Project POC.

b. So far as practicable, trees shall be felled in a direction with reference to skid roads which will facilitate skidding and result in minimum damage to young growth and the residual stand. No swamping or cutting of young tree growth to clear ground for skidding shall be done except at the landings.

c. Tractors shall be turned around in openings and backed to the load. Tractors shall not be driven through groups of reproduction where it can be avoided, nor shall they be driven across from one tractor road to another, regardless of whether they are empty or loaded.

d. Logging may be done by means of mechanical harvesters, including feller-bunchers and clippers, as long as the use of a given piece of equipment does not excessively damage residual trees. Tree length or log length harvesting may be used. Prior approval by the Real Estate Contracting Officer is required before the use of limbing gates or mechanical means for delimiting or debarking the harvested timber. The successful bidder shall provide the Real Estate Contracting Officer or Project POC a list of type and size of all equipment to be used on the sale area at the pre-work conference.

**14. Slash Disposal:** Unless otherwise directed by Project POC, residual logging slash and debris is to be spread and scattered throughout the harvest area. All debris must be removed from roads, ditches, drainage, fire lines, Missouri Department of Conservation land, agricultural fields and mowed areas.

**15. Stump Heights:** Stumps shall be cut as low as practical, but in no case, higher than six (6) inches above the ground line on the highest side, unless exempted by the Real Estate Contracting Officer. All blowdown and leaning timber will be cut as close to the original ground line as damage will allow, with upended stumps left in place unless they present a hazard to contractor safety. A damage may be assessed the purchaser for failure to cut stumps within the specified height. Stumps will not be disturbed or otherwise removed.

**16. Sawmills:** Purchaser shall conduct no sawmill operations on the Project.

**17. Vehicle Use:**

a. The purchaser shall submit a list of vehicles authorized to transport forest products to the Project POC prior to commencement of any removal operation required under this sale agreement.

b. All vehicles shall have a current inspection sticker, if one is required by the state in which the timber is being harvested. All internal combustion engines, saws, tractors, etc., will be required to have a muffler or spark arrester. Roadways damaged by overloaded trucks shall be promptly repaired by the purchaser. Haul trucks shall comply with the State of Missouri laws concerning insurance, weight, lights, and tie-down of loads.

c. Haul trucks will be routed only along designated roadways for harvest ingress and egress.

**18. Protection of Facilities and Roadways:**

a. All utility lines, ditches, roads and shoulders, bridges, culverts, fences, gates and other facilities located within the Project, and specifically within the boundaries of the sale area, shall be protected and, if damaged, shall be repaired immediately by the purchaser. Subject to the approval of the Project POC, any utility lines may be moved from one location to another or specified trees which plainly endanger such lines may be left uncut. Roadsides and utility right-of-ways will not be used for skidding.

b. Logging roads, trails and skid roads may be established when permitted in advance by the Real Estate Contracting Officer or Project POC. Upon completion of logging operations in any unit of the sale area, the purchaser shall, as soon as practical, perform such work as may be necessary to prevent soil erosion. Roads, trails, and designated fire lanes shall at all times be kept free of logs, brush, and debris resulting from the purchaser's operations. If disturbed, fire lines should be bladed to original condition. Skid lanes should be bladed and water barred for re-vegetation.

c. Maximum utilization of existing gates, roadways, bridges, and fire lanes will be exercised by the purchaser. Only by special permission from the Real Estate Contracting Officer or Project POC when conditions warrant shall the purchaser be allowed to construct any roads or bridges on the premises. Truck or other vehicle routes to be followed by the purchaser in connection with the removal of the timber shall be first approved by the Real Estate Contracting Officer or Project POC. Restoration of the area to its previous condition where any new routes have been constructed by the purchaser may be required prior to expiration of the sale agreement.

d. All logging roads, loading decks and primary skid trails must be approved by the Project POC or his representative in advance of construction. The improvement and use of access trails for logging operations may be authorized when permitted in advance by written approval from the Project POC.

e. The drainage of streams, creeks and ditches will not be obstructed. All material placed in streams for temporary crossings will be removed before moving to another timber harvest area.

f. All logging debris will be kept out of roadsides and mowed areas, unless approved by the Real Estate Contracting Officer or Project POC. All loading decks will be cleaned and greened up in accordance with the Real Estate Contracting Officer's or Project POC's instructions before moving to another timber harvest area.

g. Any road improvements performed, by the purchaser, to Missouri Department of Conservation (MDC) roads must have prior approval from the MDC Area Manager.

h. Purchaser is not to use or perform any logging operations in any agriculture fields found within or adjacent to the identified timber salvage area.

**19. Protection of Environment and Cultural Resources:**

a. Purchaser's operations shall be conducted to minimize damage and pollution to stream courses within the sale area. Culverts or bridges shall be required at all crossing points and such facilities shall be

of sufficient size and design to provide an unobstructed flow of water. When a stream is temporarily diverted by purchaser's operations, it shall be restored to the natural course as soon as practicable, but, in any event, prior to the season of major rainfall. All streams shall be cleared of debris, including felled trees, tops, and logs resulting from purchaser's operations. All stream crossings and operations in wetlands shall be in compliance with the mandatory best management practices for silviculture of Section 404 and 319 of the Clean Water Act of 1977. These requirements can be reviewed at the Project POC's or Real Estate Contracting Officer's Office.

b. The purchaser shall be required to conform to applicable Federal, state, county, and local laws or regulations as necessary to prevent the pollution or degradation of environmental quality. Littering Government property with glass, metal, paper, plastic, oils, lubricants, fuels, detergents, or any other solid or liquid pollutants is prohibited. Pollution of the land and water in and around cutting units or areas used to gain access to these units may be cause for immediate suspension or termination of harvesting operations. Purchaser will have a spill kit on-site at all times during operation. Any oil or fuel spills occurring within the sale should be immediately reported to the Project POC.

c. The purchaser shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered in the sale area, the purchaser shall immediately notify the Real Estate Contracting Officer, and the site and the material shall be protected by the purchaser from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the Real Estate Contracting Officer.

d. The purchaser will adhere to all Missouri Best Management Practices for timber harvesting and forest roads/trails to lessen environmental impacts and comply with state water quality regulations. Any seed mixture used to reestablish vegetative cover on disturbed areas must be approved by the Project POC. The purchaser is required to have a dozer or similar piece of equipment on-site or available with short notice to maintain skid trails and log landings during the course of harvesting. All BMP work should be completed within thirty (30) days of final harvesting activities, weather permitting. Missouri UNIT III: Standards, Guidelines and BMPs can be found at: <https://mdc.mo.gov/sites/default/files/2020-04/forestmanagement4.pdf>

e. Purchaser may be required to add rock to existing access trails to prevent mud deposition on highways and county roadways at access entrances.

## **20. Safety Regulations:**

a. All operations in connection with the harvesting and removal of forest products sold hereunder shall be conducted in a workmanlike and orderly manner. Purchaser is responsible to ensure that all equipment and operations conducted under this sale agreement comply with safety and sanitary regulations established by local, state, and Federal agencies. Purchaser is responsible for compliance with all applicable Occupational Safety and Health Administration (OSHA) standards established by Department of Labor (29 C.F.R. 1910.266) and Army Corps of Engineers Safety and Health Requirements Manual (EM 385 1-1). Safety equipment must be worn and utilized at all times.



b. No firearms shall be permitted on the Project and no hunting by purchaser personnel shall be permitted by virtue of this sale agreement.

c. Safety signage, “trucks entering highway” or similar signage, will be placed along highways near the site entries.

### **21. Fire Suppression:**

a. The purchaser and all subcontractors under him shall exercise due diligence both independently and upon request of the Project POC to prevent and suppress forest fires. The purchaser agrees to reimburse the Government for the cost of fire suppression incurred and property damage caused as a result of his negligent or willful acts.

b. During periods of danger, as may be specified by the Project POC, the purchaser shall prohibit smoking and building of camp and lunch fires by his employees, contractors, and employees of contractors within the sale area, except at established areas.

**22. Termination for Default:** If, after award of the contract, the purchaser breaches the contract by failing to make any payments as required, or by failing to remove the timber as required, then the Real Estate Contracting Officer may issue a fifteen (15) day written cure notice (calculated from the date of mailing) allowing purchaser 15 days to correct its breach; and, upon purchaser's failure to cure such default within that period (or such further period as the Real Estate Contracting Officer may allow), this sales contract may be terminated for default by the Real Estate Contracting Officer, in which case the purchaser shall lose all right, title, and interest acquired in and to the property as to which a default has occurred. The purchaser agrees that, in the event he fails to pay for the property or remove the same within the prescribed time, the Real Estate Contracting Officer, at 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 Real Estate Contracting Officer exercises this election, he shall specifically apprise the purchaser that, upon expiration of the cure period, if the breach or defect still remains, the contractor shall be liable for any applicable liquidated damages as well as any applicable administrative costs which amounts may be offset by retaining part or all of the cash performance deposit, or by making demand upon the surety. If the purchaser otherwise fails in the performance of his obligations hereunder, the Government may exercise such rights and may pursue remedies as are provided by law or under the contract.

**23. Liquidated Damages:** Without derogation to any other rights afforded it by this contract, the Government, through the Real Estate Contracting Officer, may determine the extent of damages arising from any of the causes hereinafter set forth, and the purchaser agrees to pay a damage, therefore in an amount to be determined by the Real Estate Contracting Officer as liquidated damages for the injury and for the damages suffered by the Government.

CASE OR VIOLATION\*

DAMAGES\*\*

- |   |  |
|---|--|
| <p>a. Cutting or damaging undesignated trees intentionally or through negligence or carelessness. Nine (9) trees/acre will be considered excessive.</p> | <p>Double the unit sale price for the respective timber product, plus any administrative costs incurred.</p>                           |
| <p>b. Removal of material harvested from the designated sale area without measurements in accordance with the terms of the contract.</p>                | <p>Triple the unit price for the respective forest products.</p>   |
| <p>c. Continued failure to cut stumps in accordance with specifications.</p>  | <p>Ten Dollars (\$10.00) per stump.</p>  |
| <p>d. Failure to cut designated trees not exempted and to utilize merchantable material.</p>  | <p>Double the unit sale price for respective forest product.</p>   |
| <p>e. Degradation of environmental quality through persistent littering, pollution, negligent or willful acts to Government land or water</p>           | <p>Actual clean up or restoration costs incurred by the Government as determined by the Real Estate Contracting Officer.</p>           |
| <p>f. Unavoidable damage to undesignated trees.</p>   | <p>Unit sale price for respective timber product.</p>  |
| <p>g. Failure to complete harvesting operations on or before expiration date.</p>   | <p>One (1) percent per month of the value of the timber remaining unharvested, or a minimum charge of \$100, whichever is greater.</p> |
| <p>h. Damage to seed trees</p>  | <p>\$500.00 per tree</p>   |
| <p>i. Failure to repair roadways and/or Shoulders to original condition</p>   | <p>Actual costs incurred by the Government to repair damages</p>   |
| <p>j. Damage to designated or protected historical or archeological sites with-in the sale boundaries.</p>  | <p>Maximum damages allowed by law or regulation</p>  |

\* Determined by the Real Estate Contracting Officer.

**24. Termination for Convenience:** The Real Estate Contracting Officer may terminate this sale agreement at any time by giving ten (10) days' notice in writing to the purchaser. Upon receipt of this notice the purchaser will cease all cutting of timber and will be allowed to remove only limber that has already been felled. In the event the sale agreement is so terminated, the Government shall not be responsible 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/or removed and liquidated damages shall be refunded unless otherwise provided herein.

**25. Disputes Clause:**

a. 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 Real Estate Contracting Officer, who shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the contractor. The decision of the Real Estate Contracting Officer shall be final and conclusive unless, within ninety (90) days from the date of receipt of such copy, the contractor mails or otherwise furnishes a written appeal to the Armed Services Board of Contract Appeals, Skyline 6, Room 703, 5109 Leesburg Pike, Falls Church, Virginia 22041-3208. A copy of the appeal shall also be furnished to the Real Estate Contracting Officer. The decision of the Board shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. Pending final decision of a dispute hereunder, the contractor shall proceed diligently with the performance of the contract and in accordance with the Real Estate Contracting Officer's decision.

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

**26. Gratuities:**

a. The Real Estate Contracting Officer may, by written notice to the purchaser, terminate the right of the purchaser to proceed under this sale agreement if it is found, after notice and hearing by the Secretary of the Army 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 performing of such contract; provided 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 not be less than three nor more than ten times the costs incurred by the purchaser in providing any such gratuities to any such officer or employee.

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.

**27. Non-discrimination in Employment:** In connection with the performance of work under this contract, the purchaser agrees as follows:

a. The purchaser shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The purchaser shall take affirmative action to ensure that applicants are employed, and that employees are treated equally 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; and selection for training, including apprenticeship. The purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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

c. The purchaser shall send to each labor union or representative or workers with which he has a collective bargaining agreement or other contract of understanding a notice advising the said labor union or worker's representative of the purchaser's commitments under this non-discrimination clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

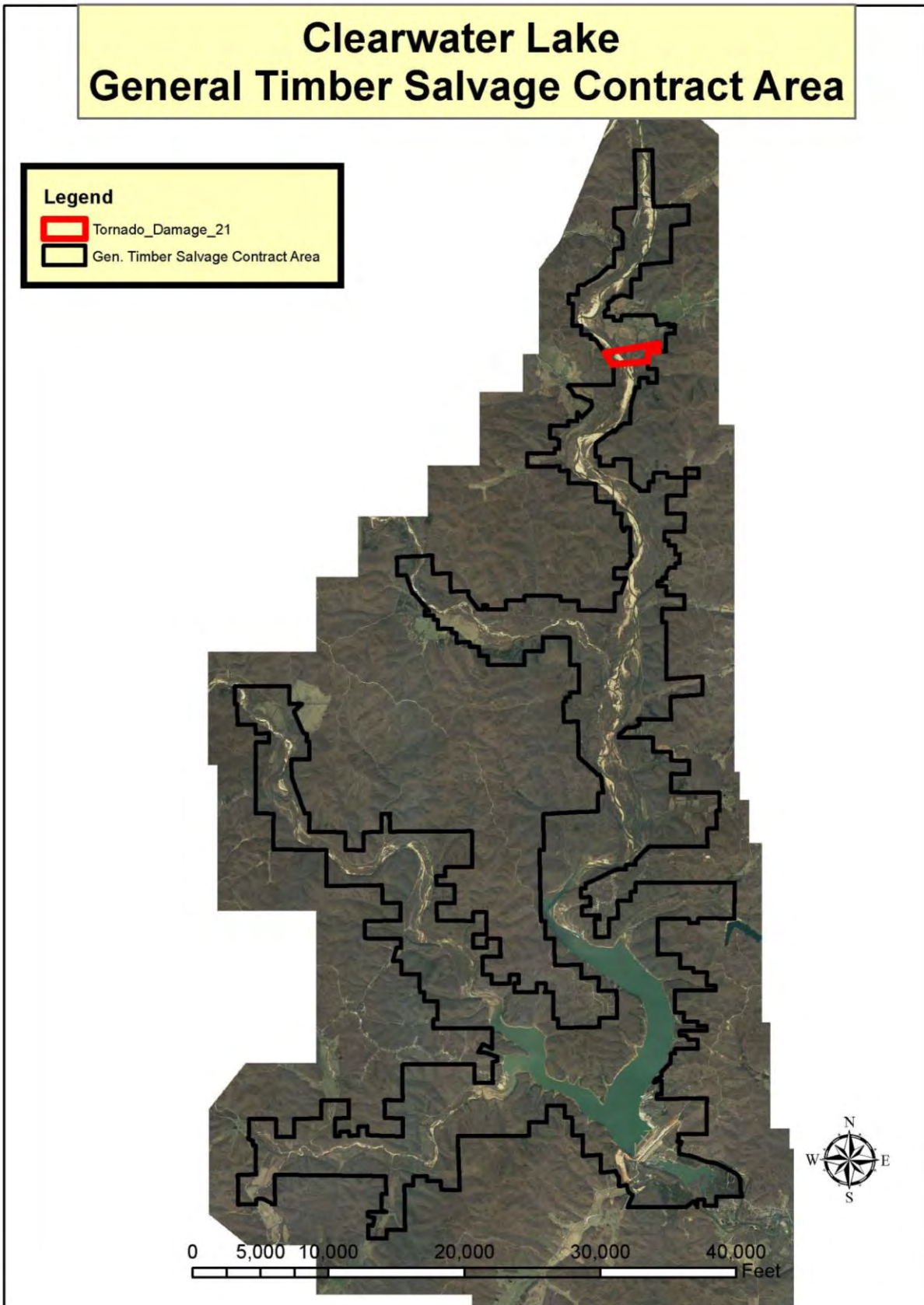
d. The purchaser shall comply with all provisions of Executive Order No. 11246 of 24 September 1965, as amended by Executive Order No. 11375 of 13 October 1967, and the rules, regulations, and relevant orders of the Secretary of Labor.

e. The purchaser shall furnish all information and reports required by Executive Order No. 11246 of 24 September 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, pursuant thereto, and shall permit access to his books, records and accounts by the Real Estate Contracting Officer, and the Secretary of Labor, for purposes of investigation to ascertain compliance with such rules, regulations, and orders:

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

g. The purchaser shall 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 24 September 1965, as amended, so that such provisions will take such action with respect to any subcontract or purchase order as the Real Estate Contracting Officer may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the purchaser becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by the Real Estate Contracting Officer, the purchaser may request the United States to enter into such litigation to protect the interests of the United States.

DESCRIPTION OF FOREST PRODUCTS SALE AREA(S): Salvage Zone, Clearwater Lake  
MAP DESIGNATING SALE AREA(S);





**SALE OF GOVERNMENT FOREST PRODUCTS  
DESCRIPTION AND MAP OF SALE AREA**

INVITATION FOR BIDS NO.  
W9127S-22-B-22980

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DESCRIPTION OF FOREST PRODUCTS SALE AREA(S): Identified Salvage Area - Clearwater Lake  
MAP DESIGNATING SALE AREA(S);

