



TOWN OF EMMITSBURG

300A South Seton Avenue Emmitsburg, Maryland 21727; Phone: 301-600-6300; info@emmitsburgmd.gov

REQUEST FOR PROPOSAL

RE: SAWTIMBER HARVEST – EMMITSBURG WATERSHED STAND #5

The Mayor and Commissioners of Emmitsburg, Maryland are requesting bids from qualified loggers to harvest approximately 167,871 board feet Intl. 1/4” Rule of hardwood sawtimber. The timber is located near Rainbow Lake on the north side of Hampton Valley Road, Emmitsburg, Maryland 21727.

Five copies of the sealed proposals are due by 4:00 pm on Monday, June 3, 2019. Proposals will not be accepted via email. Please boldly note on sealed bids **“ATTN: ZACH GULDEN, STAND #5 TIMBER HARVEST BID, DO NOT OPEN.”**

Please direct any questions to Zach Gulden, Town Planner, at 301-600-6309 or at zgulden@emmitsburgmd.gov.

SCOPE OF WORK

Approximately 167,871 Board feet Intl. 1/4” Rule of hardwood sawtimber are for sale by the Town of Emmitsburg. This timber is located near Rainbow Lake on the north side of Hampton Valley Road. Volumes given are estimates, and bidders are encouraged to independently determine volumes to aid in bidding. A summary sheet of the sawtimber for sale and three maps of Stand 5 are listed below.

This sale is part of a commercial intermediate harvest of mature, dead, and otherwise undesirable trees. Trees tallied for harvest were marked with a spot of orange paint at the base of the tree and at eye level.

The successful bidder must sign the following sale’s agreement within 10 days of the bid opening or the bid may be rejected:

TIMBER SALE AGREEMENT Emmitsburg Watershed Stand #5

This Agreement entered into this _____ day of _____, between _____ Hereinafter called “purchaser” and the Town of Emmitsburg Hereinafter called “seller”

Article I. The seller hereby sells to the purchaser for the sum of _____ (\$_____) to be paid as hereinafter provided all the presently marked standing trees on a certain tract of land in the County of Frederick and located on the property of Emmitsburg Watershed, Stand #5. Trees to be cut were marked with a spot of orange paint at eye level and at the base of the tree. The marking took place throughout the property of the owner. See enclosed map.

The seller agrees to the following conditions:

1. Seller covenants and agrees that he will indemnify the purchaser against all actions, suits, claims or expenses resulting from the cutting of any marked trees on lands claimed and designated by the seller, which, in fact, are on the lands of another property owner.
2. Seller grants to the purchaser the right of ingress and egress to the area of sold timber, including his employees and equipment for the duration of the agreement.
3. Seller covenants that he is the legal owner of the real estate on which said timber is located and that he has the legal rights to sell same.

Article II: The purchaser agrees to cut and remove said timber in strict accordance with the following conditions:

1. The Buyer shall post, at signing of contract, a performance bond in the form of cash, security bond, or certificate of deposit, for \$10,000. If a security bond or certificate of deposit is used, said documents should be made payable to the Seller. The bond posted shall be returned upon satisfactory completion of all operations under this contract.
2. Unless the seller grants an extension of time in writing, all sold timber shall be cut and removed from the seller's property, as well as all of purchaser's employees, equipment, and all other duties of purchaser under this agreement shall be completed before _____ . The purchaser is not permitted to cut and remove timber in the months of _____ .
3. No unmarked trees of any kind shall be cut except those actually required for logging roads or log decks, and only after specific permission has been given by seller to purchaser. If any sawtimber-sized trees have been cut which are not marked or have not been cut with specific permission as previously mentioned, purchaser shall pay seller as liquidated damages and not as penalty an amount of dollars equal to four times the number of inches of diameter, inside bark, at stump height, of each tree so cut.
4. The purchaser shall not assign this contract in whole or in part, without the written consent of the seller.
5. All marked trees must be cut including trees with an orange X.
6. All designated trees must be cut in a progressive manner through the area.
7. All roads and trails must be left in as good of condition as they were prior to operation.
8. Crossing of the lane leading to the Fitzgerald property will be at one, and only one, designated area (see below map).
9. Care should be taken when working around the designated bike trails and there will be no running of equipment along these trails.
10. No new roads, skidding trails or log landings will be constructed without prior approval of the Owner. The Owner reserves the right to close access during periods when road damage may occur. Time extension equal to closure will be granted upon request.
11. All culverts, drainage ways, gates or other structures damaged during the operation must be replaced or repaired.
12. Buyer and any and all sub-contractors retained by the Buyer agree to provide to the Seller evidence of bodily injury and property damage liability insurance with minimum 1,000,000 coverage. This clause in no way limits or waives the Seller Saved Harmless Clause in this Contract.
13. The buyer will obtain all the necessary permits including the stream crossing permit.
14. The purchaser shall be deemed an independent contractor and shall comply with all Federal, State, and Local laws, rules, and regulations.

Article III. The purchaser agrees to pay for the timber included in this contract in the following manner: Lump sum upon signing the contract.

Article IV. It is mutually understood and agreed by and between the parties hereto, as follows:

1. All timber included in this agreement shall remain the property of the seller until paid for in full by the purchaser.
2. In case of dispute over the terms of this contract, such matters of disputes shall be referred to arbitrators, one of whom shall be selected by the seller and one by the purchaser. The two thus selected shall appoint a third arbitrator and the decision of the majority of said arbitrators shall be final and binding on all of the parties to this agreement.
3. This agreement shall be binding upon the parties, their heirs, administrators, executors, successors or assigns, this provision however not to permit assignment by purchaser.
4. Buyer and his subcontractors agree to protect, indemnify and save harmless the Seller, its officers, agents and employees from all claims, demands and causes of action and liability of any kind arising out of sustained by virtue of the performance of Buyer or its subcontractors under this Contract. The responsibility in no way may be deemed a waiver of any and all immunities the Seller may have.

IN WITNESS WHEREOF the parties hereto have thereunto set their hands this _____ day of _____, 2019.

Witness:

_____ (Seller)

_____ (Buyer)

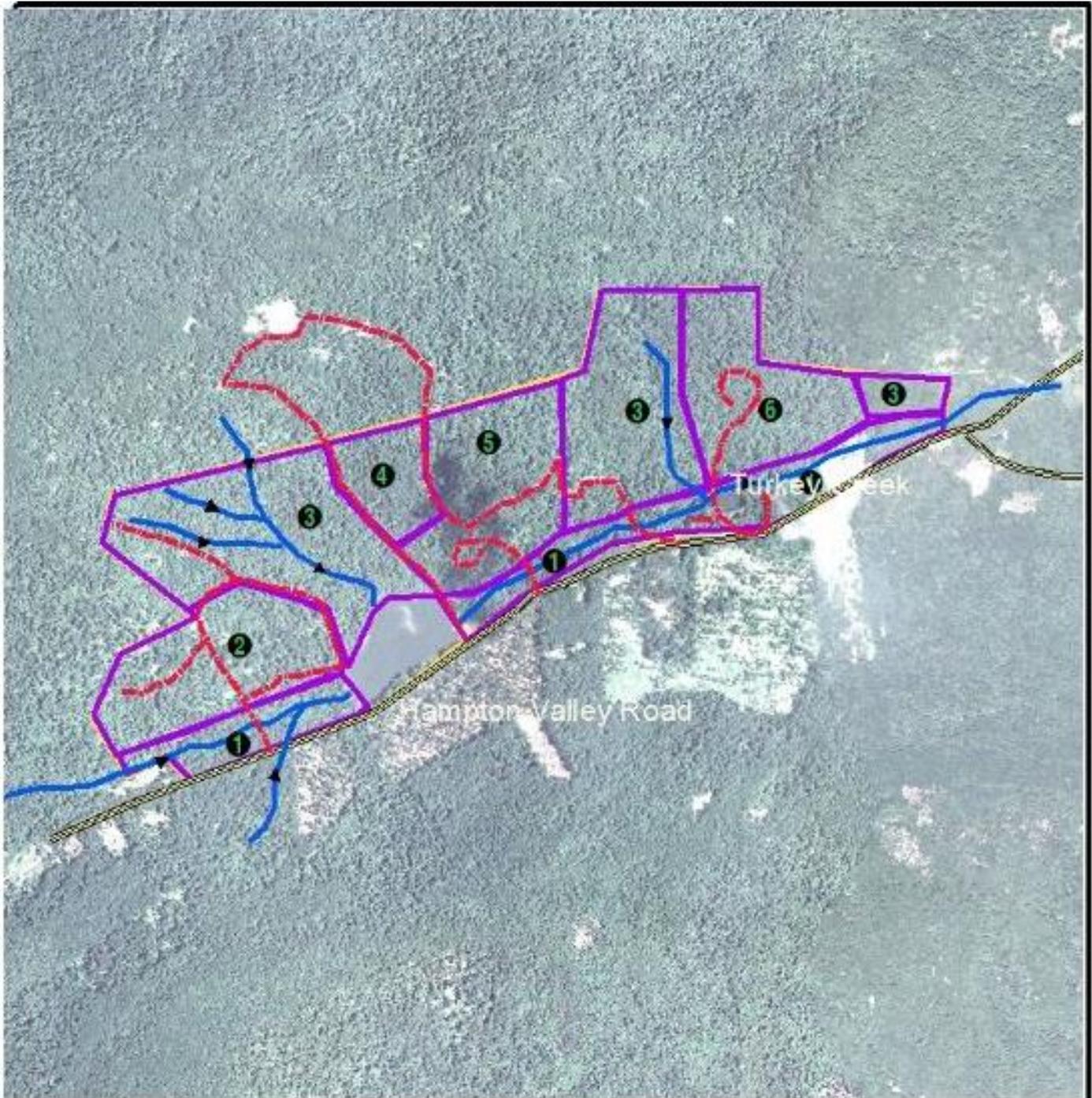
Please note:

- The Maryland Forest Service can provide technical assistance with the preparation of a logging plan and Buffer Management Plan necessary to obtain the logging permit along with the application for the stream crossing permit.

Estimated saw log volume by species are:

Summary Sheet for Emmitsburg Watershed										
Acres: (Saw Timber)				Form Class 78. All volumes by the International 1/4" Rule						
D.B.H. 1/Class	Tulip Poplar	Mixed Oak	Red Oak	Mixed Hardwoods	White Oak	White Ash	Misc. 2/	Cull 3/	Total No. of Trees	Total Volume Board Feet
12"	106	-	-	66	56	-	-	-	4	228
14"	3,169	296	70	296	-	-	-	-	30	3,831
16"	4,078	2,441	364	1,335	419	394	-	-	67	9,031
18"	10,436	1,378	333	1,190	1,249	233	-	-	73	14,819
20"	13,524	4,212	849	1,655	2,042	955	-	-	92	23,237
22"	15,464	3,099	2,052	699	886	947	-	-	69	23,147
24"	20,713	4,092	2,073	729	588	-	-	-	65	28,195
26"	20,534	1,003	889	-	-	-	-	-	49	22,426
28"	18,030	-	1,374	664	554	-	-	-	34	20,622
30"	13,024	991	-	-	-	-	-	-	17	14,015
32"	4,069	-	-	-	-	-	-	-	5	4,069
34"	3,188	-	-	-	-	-	-	-	3	3,188
36"	-	-	1,063	-	-	-	-	-	1	1,063
38"	-	-	-	-	-	-	-	-	-	-
Total No. of Trees	337	73	27	36	25	11	-	-	509	-
Total Volume Board Feet	126,335	17,512	9,067	6,634	5,794	2,529	-	-	-	167,871
1/ D.B.H. - Diameter Breast High measured 4 1/2 feet above the ground										
2/ Miscellaneous - Includes										
3/ Cull trees are marked										
They are not included in the total number of trees nor the estimated volume and if sound, they would contain approximately _____ board feet.										
The estimated value of the marked timber is between _____ and _____.										

Forest Stand Map – See Stand 5



Legend

-  Stand #
-  Woods road
-  Stream
-  Road
-  Stand boundary
-  Property boundary

330650 330660 Feet



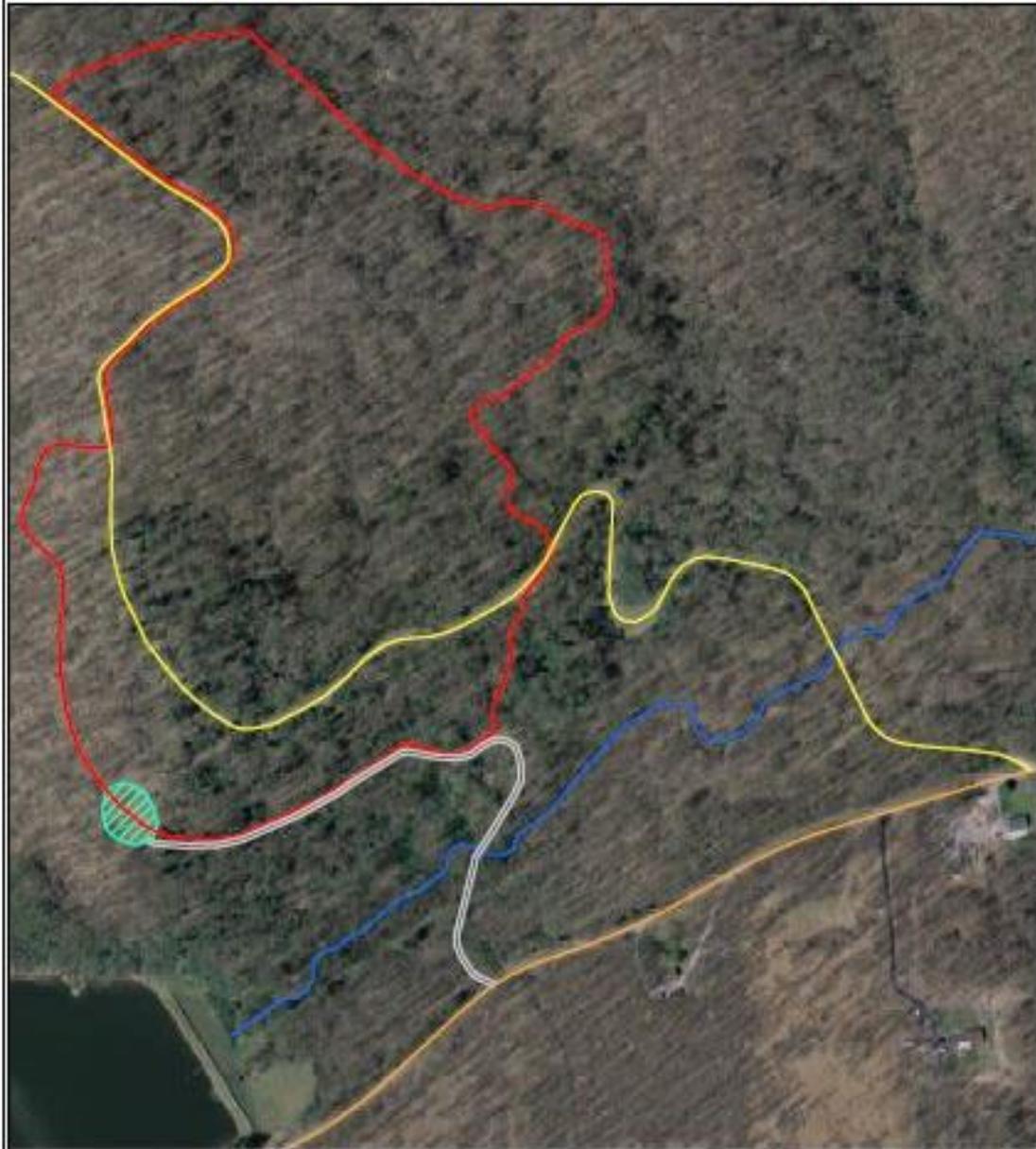
This map is for planning purposes only.
This map is not a boundary survey



Forest Stewardship Map
for
Emmitsburg Watershed Tract I
County: Frederick
Woodland Acres: 947
Scale: 1 = 1,250'
Prepared by: Michael F. Kay
Date: February 11, 2013

Stand 5 Logging Map

**Emmitsburg Watershed
Intermediate Harvest of Stand 5**

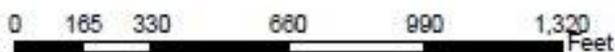


Emmitsburg Watershed Legend

**Intermediate Harvest
of
Stand 5
on
≈43 Acres**

-  Sale Boundary
-  Fitzgerald ROW
-  Hampton Valley Road
-  Logging Road
-  Log Landing
-  Stream

This map is for planning purposes only.
This map is not a boundary survey.



1 in = 330 ft



SUBMITTAL REQUIREMENTS

A.) Mandatory Site Visit: Bidders can choose between attending a meeting on Wednesday, May 15, 2019 at 9:00 AM **OR** Wednesday, May 22, 2019 at 9:00 AM. The site visit will be held at Rainbow Lake on Hampton Valley Road in Emmitsburg.

B.) Letter of Transmittal: The letter of transmittal must contain the following information:

1. Company name, address, and telephone number.
2. Name, title, address, e-mail address, and telephone number of the person(s) whom correspondence should be directed.
3. Federal and state taxpayer identification numbers of your organization.
4. Briefly state your understanding of the services to be performed and make a positive commitment to provide the services and materials as specified.
5. Statement which indicates “proposal and cost schedule shall be valid and binding for one year following proposal due date and will become part of the contract that is negotiated with the Town of Emmitsburg.”

C.) Completed Bid Sheet:

**Emmitsburg Watershed Stand #5
Bid Sheet**

My bid for the estimated 167,871 board feet of sawtimber on the property of the Emmitsburg Watershed, Stand #5, located on the north side of Hampton Valley Road near Rainbow Lake is:

\$ _____

Name: _____

Address: _____

Phone: _____ **Email:** _____

D.) References

Provide client references and pictures for similar work completed within the past three (3) years. Please provide the organization, name, address and telephone number of the person(s) at the client reference who is most knowledgeable about the work performed and can comment on the professional qualifications/expertise of your organization/staff.

I. PROPOSED TIMELINE

Wednesday, May 1, 2019
Wednesday, May 15, 2019
Wednesday, May 22, 2019
Monday, June 3, 2019
Tuesday, July 2, 2019
July or August 2019

RFP available on the Town of Emmitsburg's website

Mandatory Site Visit (Option 1) at 9:00 AM

Mandatory Site Visit (Option 2) at 9:00 AM

DEADLINE: Bids due by 4:00 p.m.

Announcements of winning bidder made by 4:00 p.m.

Winning bidders can begin work once they have acquired the required permits.

II. MISCELLANEOUS INFORMATION

A.) The Town of Emmitsburg reserves the right to accept or reject any and/or all bids and to waive any informalities or irregularities in the bidding process.

B.) The RFP creates no obligation on the part of the Town to award a contract or to compensate the proposer for any costs incurred during the proposal presentation, response, submission, presentation, or oral interviews (if requested/held). The Town reserves the right to award a contract based upon proposals received without further discussion or negotiation. Proposers should not rely upon the opportunity to alter their qualifications during discussions.

C.) The Town further reserves the right to make investigations as it deems necessary to determine the ability of proposers to furnish the required services, and proposers shall furnish all such information for this proposal as the Town may request.

D.) Proposers must specifically identify any portion of their submittals deemed to contain confidential or proprietary information.

E.) The Town of Emmitsburg does not discriminate based on race, color, national origin, sex, religion, age and disability in employment or the provision of services.