



**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 #6**

The Mayor and Commissioners of Emmitsburg, Maryland are requesting bids from qualified loggers to harvest approximately 120,099 board feet Intl. 1/4” Rule of hardwood sawtimber. The timber is located about .6 miles east of Rainbow Lake on the north side of Hampton Valley Road, Emmitsburg, Maryland 21727.

Five copies of the sealed proposals are due by 2:30 pm on Wednesday, July 1, 2020. Due to the COVID-19 pandemic and limited Town office staffing, **proposals shall be submitted by mail only.** Proposals will not be accepted via email. Please boldly note on sealed bids **“ATTN: ZACH GULDEN, STAND #6 TIMBER HARVEST BID, DO NOT OPEN.”**

Please direct any questions to Zach Gulden, Town Planner, at [zgulden@emmitsburgmd.gov](mailto:zgulden@emmitsburgmd.gov).

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**SCOPE OF WORK**

Approximately 120,099 Board feet Intl. 1/4” Rule of hardwood sawtimber are for sale by the Town of Emmitsburg. This timber is located about .6 miles east of Rainbow Lake on the north side of Hampton Valley Road, Emmitsburg, Maryland 21727. 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 maps of Stand 6 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 #6**

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 #6. 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 \$5,000. 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 within twelve (12) months of signing the contract. The purchaser is not permitted to cut and remove timber in the months of April 1 to July 1.
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. **Care should be taken when working around the designated bike trails and there will be no running of equipment along these trails. Necessary crossing of the trails will only be at areas designated by the Town.**
9. 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.
10. All culverts, drainage ways, gates or other structures damaged during the operation must be replaced or repaired.
11. 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.
12. The buyer will obtain all of the necessary permits.
13. 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 \_\_\_\_\_, 2020.

Witness:

\_\_\_\_\_ (Seller)

\_\_\_\_\_ (Buyer)

Please note:

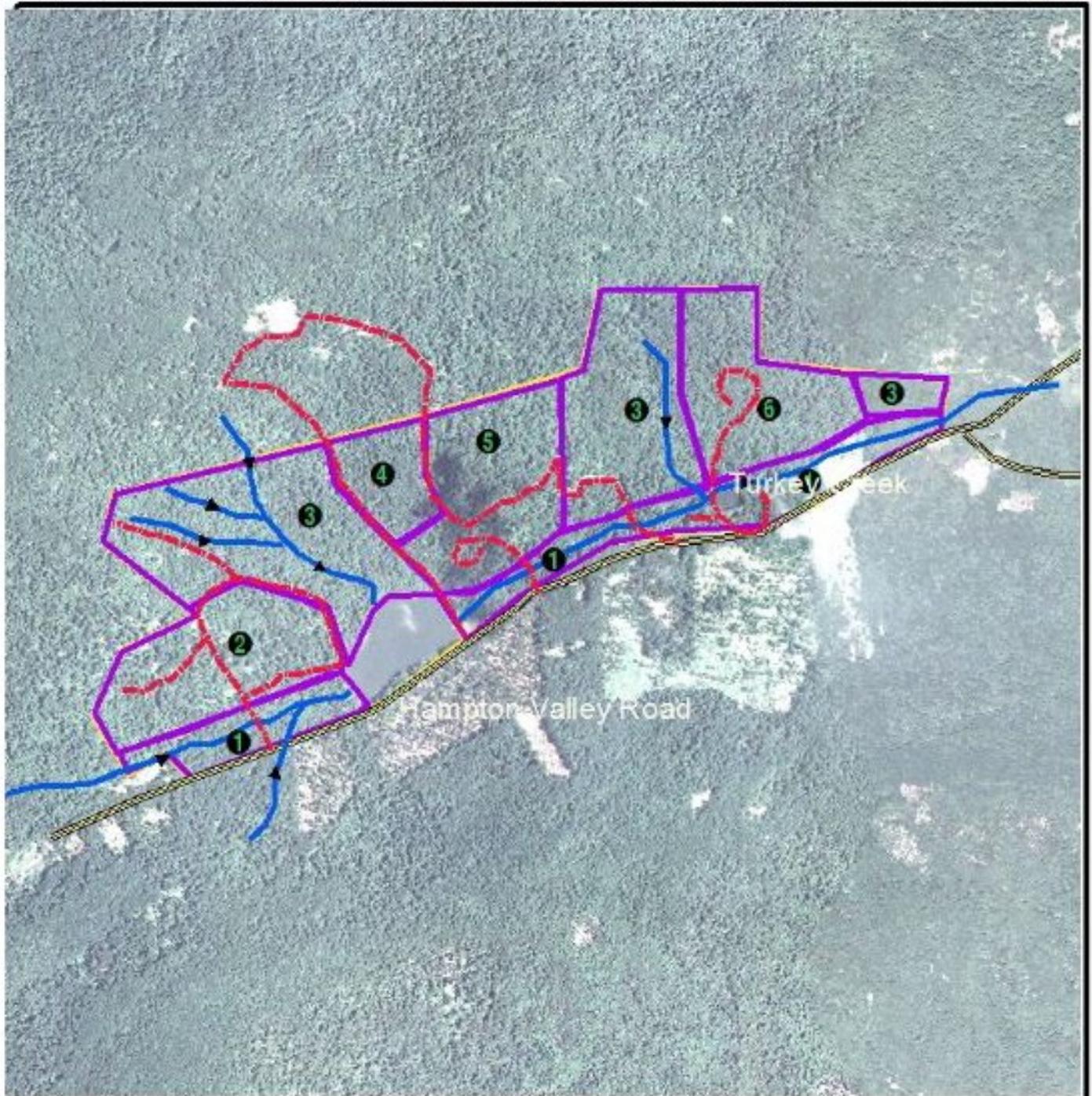
- The Maryland Forest Service can provide technical assistance with the preparation of a logging plan and Buffer Management Plan necessary to obtain the logging permit.

**Emmitsburg Watershed Stand #6  
Sawtimber Estimated Summary Sheet**

DBH	Red Oak	White Oak	Tulip Poplar	Mixed Oak	Mixed Hardwood	Bd. Ft./
12	50	822	***	319	270	1461
14	162	1720	***	974	187	3043
16	659	5009	542	1633	378	8221
18	2447	3113	1381	5174	753	12868
20	4567	8239	730	9918	1108	24562
22	4674	9484	1496	4579	1071	21304
24	6214	7694	1189	9842	***	24939
26	2841	1038	***	4215	***	8094
28	3877	616	850	***	***	5343
30	2652	3413	646	769	769	8249
34			2015			2015
#Trees	85	173	23	145	23	449
Bd. Ft. Vol.	28,143	41,148	8849	37,423	4536	120,099

*Mixed Hardwood includes: sugar maple, red maple, black birch, black walnut, and hickory*

**Forest Stand Map – See Stand 6**



- Legend**
- ① Stand #
  - Woods road
  - Stream
  - Road
  - Stand boundary
  - Property boundary

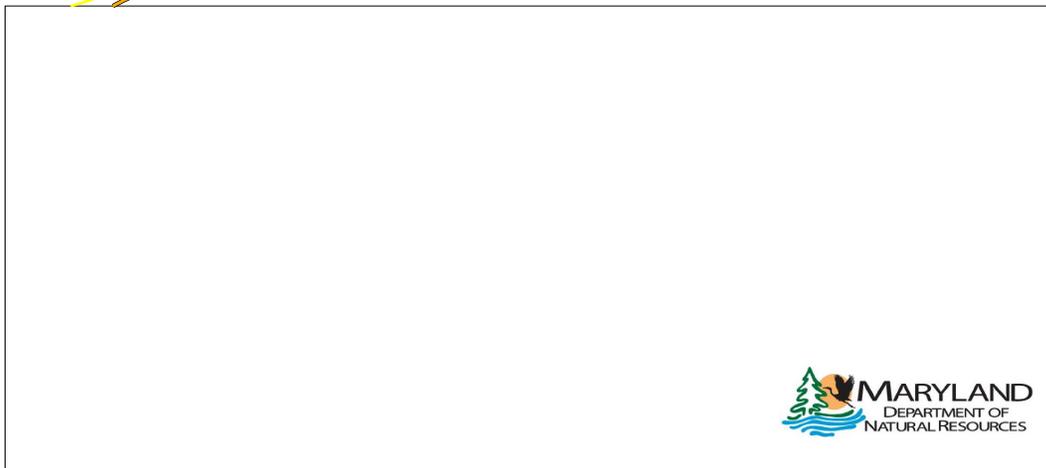
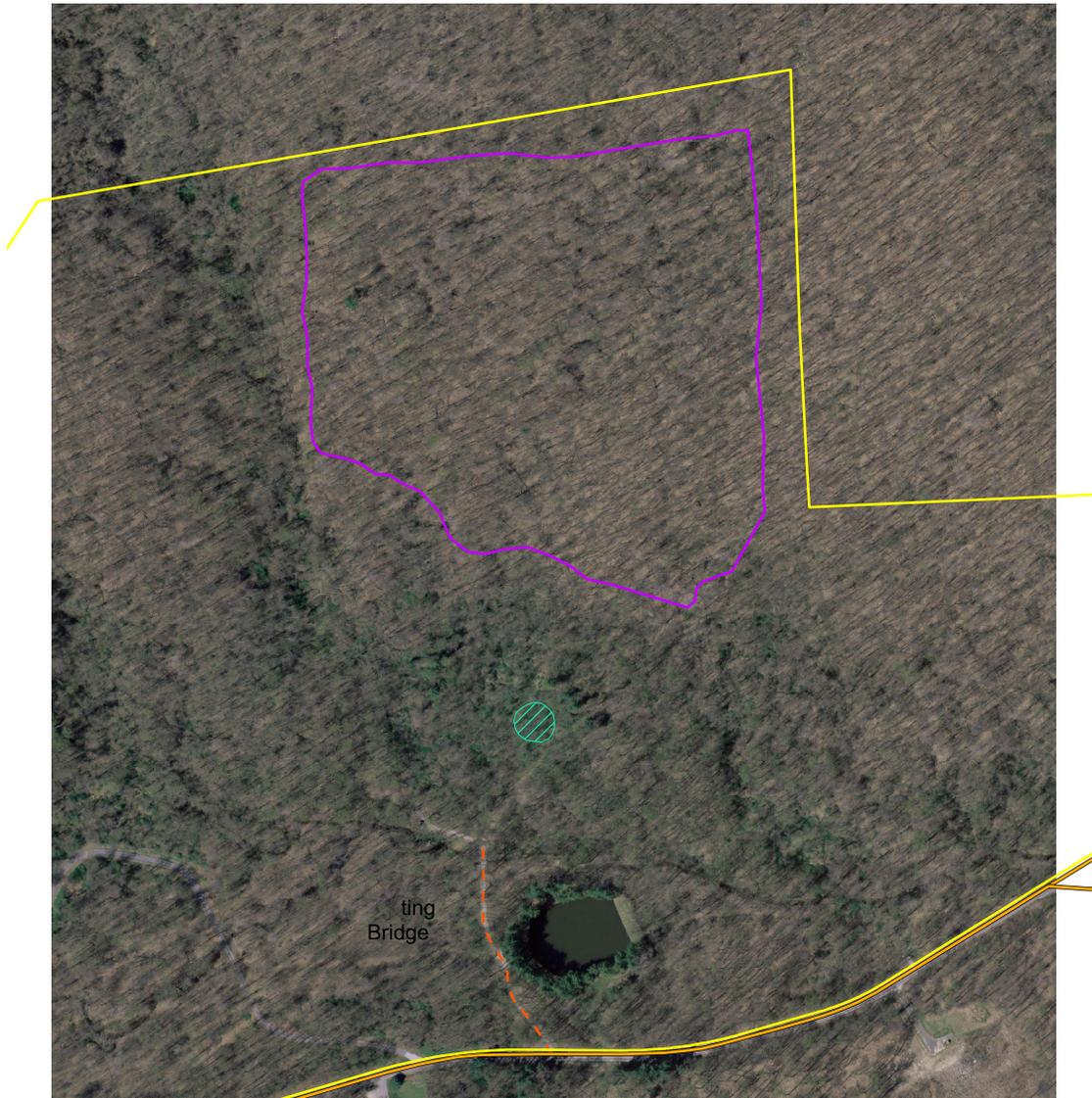
331850 330860 Feet

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 6 Logging Map**



**SUBMITTAL REQUIREMENTS**

**A.) Optional Site Visit:** Bidders can choose to attend a meeting with the Town Forester, Mike Kay, on Monday, June 15, 2020 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 #6  
Bid Sheet**

**My bid for the estimated 120,099 board feet of sawtimber on the property of the Emmitsburg Watershed, Stand #6, 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**

Monday, June 1, 2020

RFP available on the Town of Emmitsburg's website

Monday, June 15, 2020

Optional Site Visit at 9:00 AM

Wednesday, July 1, 2020

**DEADLINE: Bids due by 2:30 p.m.**

Tuesday, July 7, 2020

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

July or August 2020

Winning bidders can begin work once they have acquired the required permit(s).

**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.