



TIMBER SALE

Contract No. G-142



**STATE OF OHIO
THE MAHONING VALLEY SANITARY DISTRICT**

**INFORMATION AND INSTRUCTIONS
FOR BIDDERS, PROPOSAL,
CONTRACT, BOND FORMS
AND SPECIFICATIONS**

Michael Neopolitan	President of the Board
Vernard Richberg	Board Member
Germaine Bennett	Board Member
Richard K. Hale	Board Member
James W. Jones, Jr., P.E.	Chief Engineer

**LEGAL NOTICE
THE MAHONING VALLEY SANITARY DISTRICT**

**CONTRACT NO. G-142
FOR
TIMBER SALE**

Sealed proposals (bids) for purchase and removal of standing timber will be received by the Board of Directors of The Mahoning Valley Sanitary District at the office of its Chief Engineer located at the Administration Building, 1181 Ohltown-McDonald Road, Weathersfield Township, Trumbull County, Ohio, until **1:30 p.m.**, Daylight Savings Time, on **Tuesday, June 15, 2021** and at that time and place will be publicly opened and read. Proposals may be presented in person or mailed. Mail should be addressed to The Mahoning Valley Sanitary District, PO Box 4119, Youngstown, OH 44515-0119.

Specifications and all information dealing with the project can be found at our website www.meanderwater.org/bidinfo. RFI's may be directed to thomas.holloway@meanderwater.oh.gov Also you may send a fax requesting the bid specifications to 330-652-9869.

The standing timber for which purchase proposals are invited consists of 1,145 marked trees located on approximately 143 acres of land owned by The Mahoning Valley Sanitary District. The area is designated by a heavy boundary line on a map annexed to the form of Agreement included in the Contract Documents.

Proposals must be based upon and in conformity with the Contract Documents and must be submitted upon the form of Proposal furnished in the Contract Documents.

Each proposal shall be accompanied by a bid guaranty, as prescribed by the Contract Documents, in the form of either a bid bond or a certified check or cashier's check in an amount not less than 10% of the bid price.

The Board of Directors reserves the right to reject any or all proposals, to waive irregularities in any proposal, and to award the contract as the best interest of The Mahoning Valley Sanitary District may require.

**BOARD OF DIRECTORS
THE MAHONING VALLEY SANITARY DISTRICT**

Publish once each week for five consecutive weeks commencing May 14, 21, 28 and June 4 and 11, 2021.

THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. G-142

FOR

TIMBER SALE

INSTRUCTIONS TO BIDDERS

IB-1 INTRODUCTION

The work to be described in the following bid specifications involves the removal of certain timber on the District's premises. The work is to be done in accordance with all Federal, State, and County laws, rules, and regulations.

IB-2 OBJECTIVE

The objective is to remove designated mature, defective, or declining trees. Long-term forest management and improvement to the forest.

IB-3 PUBLIC OPENING OF PROPOSALS

Proposals will be opened and read publicly at the time and place designated in the advertisement. Bidders or their authorized agents are invited to be present but need not be present to receive the award of the Contract.

IB-4 CONTRACT DOCUMENTS

The contract documents shall be submitted as obtained in their entirety. No proposals will be accepted in any other fashion. Bidders are responsible to read and comply with all the requirements of the specifications. Upon award of contract, the Contract shall be executed in quadruplicate and the Contractor will be provided with one copy of the complete Contract Document.

IB-5 PROPOSAL

The proposal must be submitted on the form of Proposal included in the Contract Documents. **The form shall not be separated from the Contract Documents nor altered in any way.** The Proposal must be signed and enclosed in a sealed envelope which shall be endorsed with the name and address of the bidder and with the words "Proposal for Timber Sale" and addressed to The Mahoning Valley Sanitary District.

The Proposal must specify both in writing and in figures the price offered for purchase of the standing timber.

The Proposal must also set forth all information for which specs are provided in the Proposal Form and must conform to all instructions set forth on the form as well as these instructions.

In considering the various proposals received, the Board of Directors of the District will take into account at its discretion the price proposed and the previous experience in timber removal projects.

All proposals shall remain open for sixty (60) days after the opening date, September 24, 2019, but the District may, in its sole discretion, release any bid and return the bid security prior to that date.

IB-6 BID SECURITY

Each proposal must be accompanied by a bid guaranty in the form of either a Bid Bond, obtained at the bidder's own cost and expense, in the form included in the Contract Documents, executed by the Bidder and a surety company authorized to do business in the State of Ohio and satisfactory to the Board or by a certified or cashier's check payable to the District on a solvent bank satisfactory to the Board, either of which shall be in a sum not less than ten per cent (10%) of the bid price.

The bid security of the successful bidder will be retained until he has furnished the written materials required by the provisions hereinafter relating to insurance and to Ohio Workers' Compensation laws and has executed and delivered the Agreement to The Mahoning Valley Sanitary District, whereupon the bid security will be returned within seven (7) days. If the successful bidder fails or refuses to furnish same or to execute and deliver the Agreement in the form included in the Contract Documents all within ten (10) days of the date of Notice of Award, the District may annul the Notice of Award and retain the bid security as liquidated damages for such failure or refusal.

The bid security of the three highest or best responsible bidders, as determined by the Board of Directors of the District, may be retained by the District until the earlier of (a) the seventh day after receipt of the District of the required written materials and execution and delivery to The Mahoning Valley Sanitary District of the Agreement by the successful bidder or (b) the sixtieth day after the opening of bids. The bid security of other bidders will be returned within seven (7) days of the opening of bids.

IB-7 COMPLIANCE WITH LAWS

The successful bidder must comply with all applicable laws and governmental regulations. Without in any manner limiting the generality of the foregoing, the attention of the successful bidder is directed in particular to all environmental laws, regulations, and authorities.

IB-8 EXECUTION OF CONTRACT

The bidder to whom the contract is awarded will be required to furnish the written materials required by the next succeeding paragraph and to execute and deliver to the District the contract all within ten (10) days from the date of Notice of Award and in case of failure or neglect to do so may, at the option of the District, be deemed to have abandoned the contract.

IB-9 CONTRACTOR'S INSURANCE

The requirements for the Contractor's insurance are stated in Article IV of the Agreement. The successful bidder shall, within eight (8) days from the date of Notice of Award, deliver to the District for its review and approval the required policies of insurance and a certificate from the Ohio Industrial Commission showing compliance with the Ohio Workers' Compensation laws.

IB-10 PROOF OF AUTHORITY

The successful bidder shall furnish to the District proof of the authority of the persons who sign for the insurance carrier on the policies of insurance, the persons who sign for the surety on the Bid Bond, and, if required by the District, the person who signs for a firm or corporate bidder on the contract documents.

IB-11 EXAMINATION OF THE CONTRACT DOCUMENTS AND SITE

Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site of the timber and familiarize himself with local conditions, the trees, and requirements for proper cutting and removal thereof, (c) study and carefully correlate Bidder's observations with the Contract Documents; and (d) familiarize himself with applicable federal, state, and local laws, ordinances, rules, and regulations.

IB-12 DESCRIPTION OF PROJECT AND TIMEFRAME

The timber is located in the areas show on the attached maps and consists of approximately 143 acres total. It is located in Jackson Township, Mahoning County, Ohio. The marked areas contain excellent, high quality timber with an average volume of 308 bf/tree. Veneer potential exceeds 14% in white oak, and red oak, and Hard (sugar) maple contain veneer quality logs also.

Interested parties may view the timber with the District Forester, Thomas D. Anundson, Consulting Forester. Two Forester Tours will be held, one on May 21st and one on June 11th at 9:00 AM, meeting at the grassy parking area inside of Gate 103 along Gibson Road.

To locate the Forester Tour, travel to coordinates 41.04691, -80.82562. The closest address to this location is 9232 Herbert Rd, Canfield, OH 44406---proceed ¼ mile west from there to parking area. The other gates and access location coordinates are shown on the attached maps.

All interested parties may view the timber on their own. However, permission must first be obtained from The Mahoning Valley Sanitary District **prior to 12:00 noon the day prior to the desired day of admission onto the property.** No one will be admitted onto the property on a Saturday, Sunday, or holiday. If the interested parties wish to view the timber on their own on a Friday, permission must be obtained from the District prior to 12:00 noon on the preceding Friday. Anyone on the property without proper authorization will be considered trespassing. It is not necessary to obtain permission in advance if attending the tour with the Forester.

Further information may be obtained from the Forester, Mr. Thomas D. Anundson at 621 Cathy Ann Drive, Boardman, OH 44512, Phone (412) 302-0239.

The submission of the Bid will constitute an incontrovertible representation by the Bidder that he has complied with every requirement of this section and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions.

The Purchaser shall pay for, cut, and remove said trees from Seller's lands, and fully carry out the Purchaser's responsibilities on or before December 31, 2021. Also, the cutting of timber will only be permitted between October 1, 2021 and March 30, 2022, and then again between October 1, 2022 and March 31, 2023 as recommended by the U.S. Fish and Wildlife Services to accommodate their bat management activities. No cutting is permitted from April 1st to September 30th. Any timber not removed by said last mentioned date shall be and remain the property of the Seller, free and clear of any right or interest whatsoever of the Purchaser.

IB-13 NO REPRESENTATIONS OR WARRANTY BY DISTRICT

The Mahoning Valley Sanitary District makes no representation or warranty with respect to the size, condition, quality, usefulness, or any other characteristics of the timber or with respect to any circumstance or condition of the premises of the District.

IB-14 INTERPRETATIONS AND ADDENDA

All questions as to the interpretation of the Contract Documents shall be submitted in writing to the Chief Engineer at the District office. In order to receive consideration, questions must be received by the Chief Engineer of The Mahoning Valley Sanitary District at least seven (7) days prior to the date fixed for the opening of Bids. Any interpretations which the Chief Engineer deems necessary will be issued by Addenda mailed or delivered to holders of record of documents not later than three days prior to the date fixed for the opening of Bids. Neither the Chief Engineer of The Mahoning

Valley Sanitary District nor the District will be responsible for any oral interpretations made by anyone.

The District reserves the right to issue additional Addenda to clarify, correct, or change the Contract Documents. Such Addenda, if any, will be issued in the manner and within the time period stated in the preceding paragraph.

All Addenda shall become a part of the Contract Documents and must be attached to each proposal with written acknowledgment of receipt thereof by the bidder.

IB-15 COMPLETION OF AGREEMENT FORM

During the preparation of the proposal the bidder shall not write on any spaces of the form entitled "Agreement". This form will be filled out by the District after the contract has been awarded. Two copies of the Acceptance form properly filled out will be forwarded to the Bidder to be signed and returned to the District.

THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. G-142

FOR

TIMBER SALE

PROPOSAL

To the Board of Directors of
THE MAHONING VALLEY SANITARY DISTRICT

1. The undersigned, as bidder, declares: that the only persons or parties interested in the proposal as principals are those named; that this proposal is made without collusion with any other person, firm, or corporation, and is in all respects fair and without collusion or fraud; that the person signing for the bidder has carefully examined and understands the annexed contract documents, including, if any, the following Addendum _____. The undersigned proposes to purchase the standing timber specified in the Contract Documents in accordance with the provisions thereof and in consideration for said timber: (a) to pay to The Mahoning Valley Sanitary District the sum of _____ Dollars (\$ _____) payable in full when the Agreement is signed; and (b) to cut and remove said timber in accordance with the provisions of the Contract Documents and otherwise perform all other obligations required by the Contract Documents.

2. Following is a list of names and addresses of landowners from whom the bidder has purchased and removed standing timber:

_____	_____
_____	_____
_____	_____

3. The undersigned understands that The Mahoning Valley Sanitary District reserves the right to reject this Proposal, but that this Bid shall remain open and shall not be withdrawn for a period of sixty (60) days from the date prescribed for its opening.

4. If the Notice of Award included in the Contract Documents is executed and mailed or delivered to the undersigned within sixty (60) days after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will deliver to The Mahoning Valley Sanitary District the policies of insurance and certificate relative to Ohio Workers' Compensation laws specified in the Contract Documents in accordance with this Proposal as accepted, all within ten (10) days after personal delivery of or deposit in the mail of the Notice of Award.

5. Notice of Award, or request for additional information, may be addressed to the undersigned at the address set forth below.

6. The undersigned, as bidder, herewith states that he has not received or relied upon any representation or warranty of any nature whatsoever from The Mahoning Valley Sanitary District, its Board of Directors, employees, or agents, and that this Bid is based solely on his own independent business judgment.

7. The undersigned submits herewith as bid security:

Bid Bond _____

Certified Check _____

Cashier's Check _____

(Place an X in the appropriate space.)

8. The bidder is a _____.
(IMPORTANT NOTICE: State whether bidder is a sole proprietor (individual person), a corporation, a partnership, or some other legal entity, specifying the type.)

DATED: _____, 20__

Legal Name

Signature

Title

(IMPORTANT NOTICE: Be certain that you have signed this Bid and the accompanying Bid Bond.)

The full names and residences of all persons and parties interested in this proposal are as follows:

(Note: For each person, give first and last name in full. Record each member of a co-partnership. In the case of a corporation, give the names of the President, Secretary, Treasurer, and Manager, and state the place of incorporation.)

Company Name _____

Federal Tax ID No. _____

Signature of Bidder _____

Business Address of Bidder _____

***** REMIT ADDRESS:** _____

Telephone No.: _____

Dated at _____ the _____ day of _____, 20____.

THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. G-142

FOR

TIMBER SALE

NOTICE OF AWARD

TO:

The Mahoning Valley Sanitary District, subject to the conditions hereinafter stated, accepts your Proposal dated _____, with respect to the caption contract, wherein you propose to pay the sum of _____ Dollars (\$ _____) to The Mahoning Valley Sanitary District for the purchase of standing timber and to cut and remove same in accordance with the requirements of the contract.

The said Sanitary District proposes to enter into contract accordingly provided that you first comply with the obligations of the successful bidder set forth in the Instructions to Bidders. Acceptance is conditioned upon your compliance with those obligations, and the said District reserves the right to refrain from entering into contract if those obligations are not complied with within the respective times specified.

Blank copies of the Agreement are enclosed for your execution. Deliver all copies duly executed personally to the office of the Chief Engineer of the Sanitary District or by mail addressed to the District at the following address:

THE MAHONING VALLEY SANITARY DISTRICT
PO BOX 4119
YOUNGSTOWN, OH 44515-0119

DATED: _____

THE MAHONING VALLEY SANITARY DISTRICT

By _____
CHIEF ENGINEER

THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. G-142

FOR

TIMBER SALE

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That _____

as Principal, hereinafter called Bidder, and _____

as Surety, hereinafter called Surety, are held, and firmly bound unto The Mahoning Valley Sanitary District, Ohio, as Oblige, hereinafter called Owner, in the amount of

Dollars
(\$ _____), for the payment whereof Bidder and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, Bidder has signed and submitted to or is about to submit to the Owner the attached Proposal dated _____, 20__ for purchase and removal of timber in accordance with the Contract Documents referred to in the Proposal, which Proposal is by reference made a part hereof and is hereinafter referred to as the Bid.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Bidder shall, within ten(10) days of the date of Notice of Award as defined in the contract documents referred to in the Proposal, deliver to The Mahoning Valley Sanitary District the policies of insurance and the certificate relative to Ohio Workers' Compensation laws specified in the Contract Documents and enter into a contract with The Mahoning Valley Sanitary District in accordance with the terms of said Proposal and the other Contract Documents then this obligation shall be null and void; otherwise it shall remain in full force and effect, and the full amount of this Bid Bond shall be paid to the Owner, not as a penalty, but as stipulated damages to the Owner.

No right of action shall accrue on this Bond to or for the use of any person or corporation other than the Owner named herein or its successors.

Dated this _____ day of _____, 20

Witness

Bidder

By _____

Title

Witness

Surety

By _____

Title

NOTICE: Proof of the authority of the person signing this Bond on behalf of the surety shall be attached hereto.

THE MAHONING VALLEY SANITARY DISTRICT

CONTRACT NO. G-142

TIMBER SALE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2021 by and between The Mahoning Valley Sanitary District, hereinafter, called "Seller" and _____ hereinafter called "Purchaser". Incorporated herein as part of this contract are the following, which together with the Agreement constitute the Contract Documents: Advertisement, Instructions to Bidders, Proposal, Notice of Award, and Bid Bond and any Addenda which may have been issued pursuant to the Instruction to Bidders prior to the execution of this Agreement.

ARTICLE I. SCOPE AND TIME

(1) Seller agrees to sell, and Purchaser agrees to buy, upon the terms and conditions hereinafter stated, the quantity of standing timber consisting of an estimated 338,519 board feet, SCRIBNER Tree Rule, of standing timber contained in 1,145 trees marked with blue paint. Each sawlog tree is marked with slashes of blue paint at eye level, 53 trees are marked with X's as culls to be felled, and 19 trees to be double-chain-saw-girdled as den trees to be left standing are marked with a "G."

(2) The Purchaser shall pay for, cut, and remove said trees from Seller's lands, and fully carry out the Purchaser's responsibilities of this Agreement on or before December 31, 2021. Also, the cutting of timber will only be permitted between October 1, 2021 and March 30, 2022, and then again between October 1, 2022 and March 31, 2023 as recommended by the U.S. Fish and Wildlife Services to accommodate their bat management activities. No cutting is permitted from April 1st to September 30th. Any timber not removed by said last mentioned date shall be and remain the property of the Seller, free and clear of any right or interest whatsoever of the Purchaser.

ARTICLE II. PRICE AND PAYMENT

The Purchaser agrees to pay to the Seller the sum of _____ DOLLARS (\$ _____) for said trees, payments may be made in three equal payments. The first payment is due when this Agreement is signed but not more than fourteen (14) days from receipt of the Notice of Award. Payment in full must be received by the District prior to any trees being cut anywhere on the property.

ARTICLE III. RULES FOR CUTTING AND LOGGING

The Purchaser agrees to cut and remove said timber in accordance with the following terms, provisions, and conditions:

(1) No live timber shall be cut unless designated for cutting as described above.

(2) Cutting of undesignated timber inside or outside the designated cutting area will not be permitted. In the event any such timber is cut, penalties of \$500.00 per thousand board feet Scribner or three times the current market value thereof whichever be the greater, as determined by the Seller, will be assessed against the Purchaser, payable immediately.

(3) Skid trails, logging roads, and log decks shall be constructed by the Purchaser in a proper and workmanlike manner to minimize damage to young timber. They must be held by the Purchaser to the smallest practical area and be adequately ditched and drained immediately following completion of timber removal so as to minimize soil erosion.

(4) During the time the Purchaser is engaged in operations on the sale area, the Purchaser shall do everything possible to prevent and suppress forest fires on the sale area and its vicinity and shall require the employees of the Purchaser to do likewise.

(5) Log deck sites and access roads will be granted where necessary when on or over Seller's land. Rights-of-way over lands owned by others will be arranged by the Purchaser at the Purchaser's expense. Any road or trail or other property used by the purchaser in connection with this sale which is damaged or injured beyond ordinary wear and tear reasonably necessary in carrying out this Agreement shall promptly be restored by the Purchaser to its original condition.

(6) Best Management Practices (BMP's) as described in the most recent edition of "BMP's for Erosion Control on Logging Jobs," ODNR Division of Forestry, shall be followed as needed by the successful bidder.

(7) All tops from the harvested trees are to remain as property of the Seller in the woods. All main stem portions 6" and larger of felled tops MUST be lopped to a maximum height of six feet in all areas where doing so does not present a danger to the contractor.

(8) No sawmills will be permitted on the Property.

(9) The Purchaser, before March 31, 2023 shall, in accordance with the provisions herein and all applicable laws and governmental regulations, remove from the lands of the Seller and haul away said timber and perform all other work and obligations hereunder, furnish all labor, services, tools, materials, equipment, and supplies therefore all at his own cost and expense and shall save harmless and indemnify the Seller from all of the foregoing.

ARTICLE IV. SPECIAL PROVISIONS

(1) This Agreement shall not be assigned in whole or in part without permission of the Seller in writing. Any attempted assignment shall be null and void.

(2) Extension of the agreement period will be considered only when work has been hindered by severe weather, an exceptional wet period, or other extreme or unusual conditions. No extension shall be valid unless it is in writing and signed by the Seller.

(3) All operations of the Purchaser conducted on Seller's lands shall be conducted in a proper and workmanlike manner and so as to cause no damages or injuries to persons or to the property of other persons or corporations, or to property of the Seller except minimal damage necessarily incident to the proper cutting and removal of such timber, and the Purchaser agrees to indemnify and save harmless the Seller from and against all liability, loss, damage, expense, and attorney fees by reason of default or failure of the Purchaser therein or with respect thereto.

(4) At all times during the period this Agreement is in effect, the Purchaser will conform to and obey all present and future laws and valid governmental requirements relating to said operations of the Purchaser, and will indemnify and save harmless the Seller from and against all liability, loss, expense, and attorney fees by reason of default or failure of the Purchaser therein or with respect thereto, it being understood and agreed by the parties hereto that the Seller shall not in any manner be held responsible for any damages, penalties, expenses, or other obligations that may in any way result from the operations of the Purchaser on the lands of the Seller or the cutting and removal of said timber therefrom. The Purchaser shall fully comply with all of the laws and regulations of the State of Ohio concerning Workmen's or Workers' Compensation coverage on all of his employees and concerning other responsibilities and activities of the Purchaser. He shall fully comply with all of the safety regulations concerning his equipment and employees while working on Seller's lands.

(5) The Purchaser agrees that the Seller has not made any representations whatsoever as to the safety or suitability of its lands as a working place for the operations of the Purchaser, and the Seller shall not under any circumstances be liable for injuries to person or property of the Purchaser or any employee, agent, contractor, or any other persons or corporations whatsoever on said premises by request or consent of the Purchaser, arising out of defective or decayed trees or any other unsafe or dangerous conditions of the premises, whether apparent or concealed, and the Purchaser shall indemnify and save harmless the Seller from and against all liability, loss, expense, and attorney fees resulting therefrom.

(6) The indemnification obligations of the Purchaser under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Purchaser or any subcontractor under Workers' or Workmen's Compensation acts, disability benefit acts, or other employee benefit acts.

(7) The Purchaser shall at his own cost and expense purchase and maintain during the term of this Agreement such comprehensive general liability and other insurance as will provide protection from claims set forth below which may arise out of or result from the Purchaser's presence or operations upon the Seller's land or the Purchaser's performance of the work or other obligations under this Agreement, whether such presence, operations, or performance is by himself or by any subcontractor, by

anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' or workmen's compensation, disability benefits and another similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
4. Claims for damages insured by personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to the employment of such person by the Purchaser, or (b) by any other person for any other reason;
5. Claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom;
6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle;
7. Claims for damages because of bodily injury or death of any person arising out of operation of law.

The insurance required by the foregoing paragraph shall include the specific coverage's and shall be written for not less than the minimum limits of liability and coverage specified below or required by law, whichever is greater:

<u>Insurance</u>	<u>Coverage</u>	<u>Each Person</u>	<u>Each Occurrence</u>	<u>Annual Aggregate</u>
Purchaser's Liability	Bodily Injury	\$1,000,000	\$1,000,000	-
	Property Damage	-	\$1,000,000	\$2,000,000
Motor Vehicle	Bodily Injury	\$ 500,000	\$1,000,000	-
	Property Damage	-	\$ 500.000	-

The comprehensive general liability insurance required above shall include contractual liability insurance applicable to the Purchaser's obligations under this agreement and **shall include the Seller as an additional insured.**

The Purchaser shall also at his own cost and expense purchase and maintain during the term of this Agreement insurance to compensate the Seller for any injury to or destruction of Seller's property, both real and personal, which may arise out of or result from the Purchaser's presence or operations upon the Seller's land or the Purchaser's performance of the work or other obligations under this Agreement, whether such presence, operations or performance is by himself or by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, with a limit of coverage of not less than \$1,000,000.00.

All of the insurance shall contain a provision that the coverage afforded will not be canceled, materially changed, or renewal refused until at least thirty days (30) after written notice has been given to the Seller by certified mail. All such insurance shall remain in effect during the term of this Agreement.

The Purchaser shall not acquire any rights under this Agreement unless and until the Purchaser delivers to the Seller for review and approval the required policies of insurance and a certificate from the Ohio Industrial Commission showing compliance with the Ohio Workers' Compensation laws. Upon approval, the policies and certificate will be returned to the bidder and the latter shall submit to the Seller copies of the policies and the Industrial Commission certificate and original certificates of such insurance in form satisfactory to the Seller.

- (8) All operations in the sale area, including, without limitation on the generality of the foregoing, the removal of timber, may be suspended by the Seller if any of the terms, provisions, conditions, and requirements contained in this Agreement are disregarded by the Purchaser, and failure to comply with any one of said terms, provisions, conditions, and requirements, if persisted in, shall be sufficient cause for termination of this Agreement by the Seller. In the event of such termination, all rights and interests of the Purchaser arising from and under this Agreement shall cease and terminate.
- (9) The use of any gender herein shall include all genders.
- (10) The Contract Documents fully contain and set forth all agreements and understandings between the parties with respect to the subject matter hereof.
- (11) The contract will be performed and interpreted under the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties to this Agreement hereunto set their hands and seals, the day and year first above written.

THE MAHONING VALLEY SANITARY DISTRICT

(SEAL)

By: _____
President, Board of Directors

Approved By: _____
Chief Engineer

ATTEST:

By: _____
Contractor

ATTEST:

EVIDENCE OF PURCHASER'S AUTHORITY TO SIGN

If the Purchaser is a corporation, the following certificate should be executed:

I, _____, certify that I am the
_____ Secretary of the corporation named as Purchaser hereinabove;
that _____, who signed the foregoing
Contract on behalf of the Purchaser was then _____
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.

SIGNATURE

PRINT NAME

If the contract be signed by the Secretary of the corporation, the above certificate should be executed by some other officer of the corporation. In lieu of the foregoing certificate there may be attached to the contract copies of so much of the records of the corporation as will show the official character and authority of the officers signing, duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

The full name and business address of the Purchaser should be inserted, and the contract should be signed with the official signature. The name of the signing party or parties should be typewritten or printed under all signatures to the contract.

If the Purchaser should be operating as a partnership, each partner should sign the contract. If the contract be not signed by each partner, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such contract for and on behalf of the partnership.

If the Purchaser be an individual, the trade name (if the Purchaser be operating under a trade name) as well as his personal name should be indicated in the contract and the contract should be signed by such individual. If signed by one other than the Purchaser, there should be attached to the contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and on behalf of the Purchaser.

TIMBER SALE DATA AND DESCRIPTION

May 1, 2021

Forester: Thomas D. Anundson, Consulting Forester
PO Box 9422 , Boardman, OH 44513 (412) 302-0239

Landowner: Mahoning Valley Sanitary District
PO Box 4119, Youngstown, OH 44515

Location: Palmyra Road and Gibson Road, Jackson Township, Mahoning County, Ohio
SEE ATTACHED MAPS FOR COORDINATES AND LOCATIONS

Timber Quality: The marked areas contain excellent, high quality timber with an average volume of 308 bf/tree. Veneer quality potential exceeds 14% in white oak, and red oak and hard (sugar) maple contain veneer quality logs also.

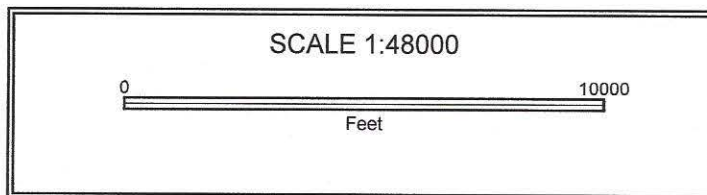
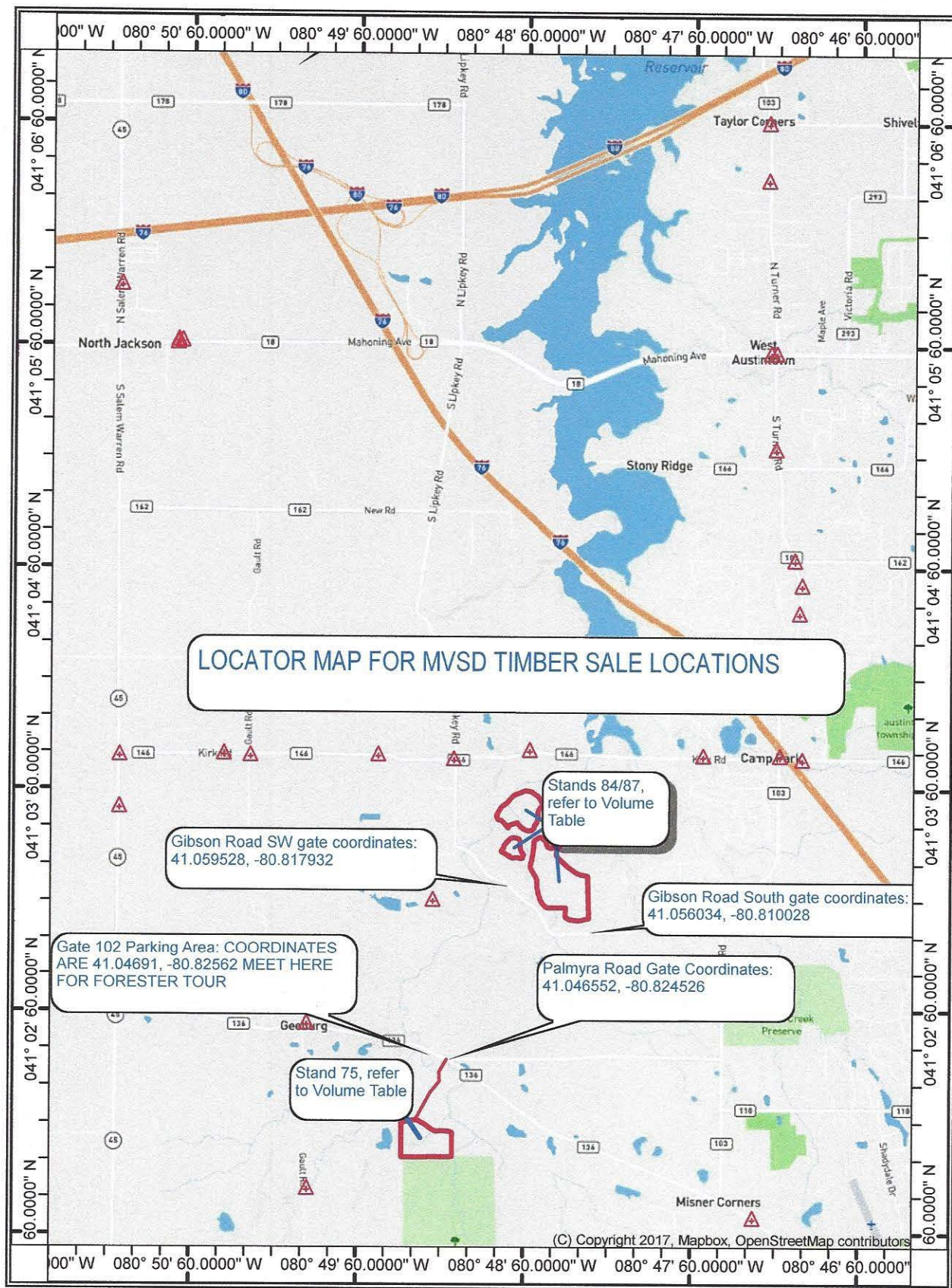
Site Description: The terrain is rolling to flat with a few small grades. Buffer zones along vernal ponds and creek bottom areas are to be maintained, there are no stream crossings required because of good access points. Log landings will be determined prior to operations and will be adjusted to serve operator requirements and seasonal changes. Most trails are existent from past use, and no bulldozing of new skid trails is necessary because of the mild terrain.

THE following pages contain Volume Tables (SCRIBNER RULE) and maps for the sale area.

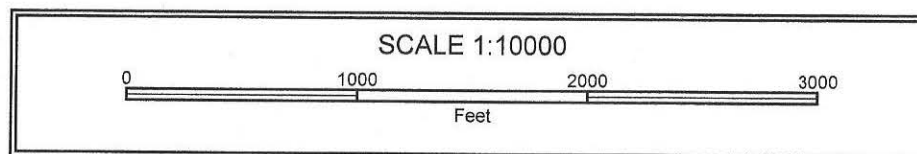
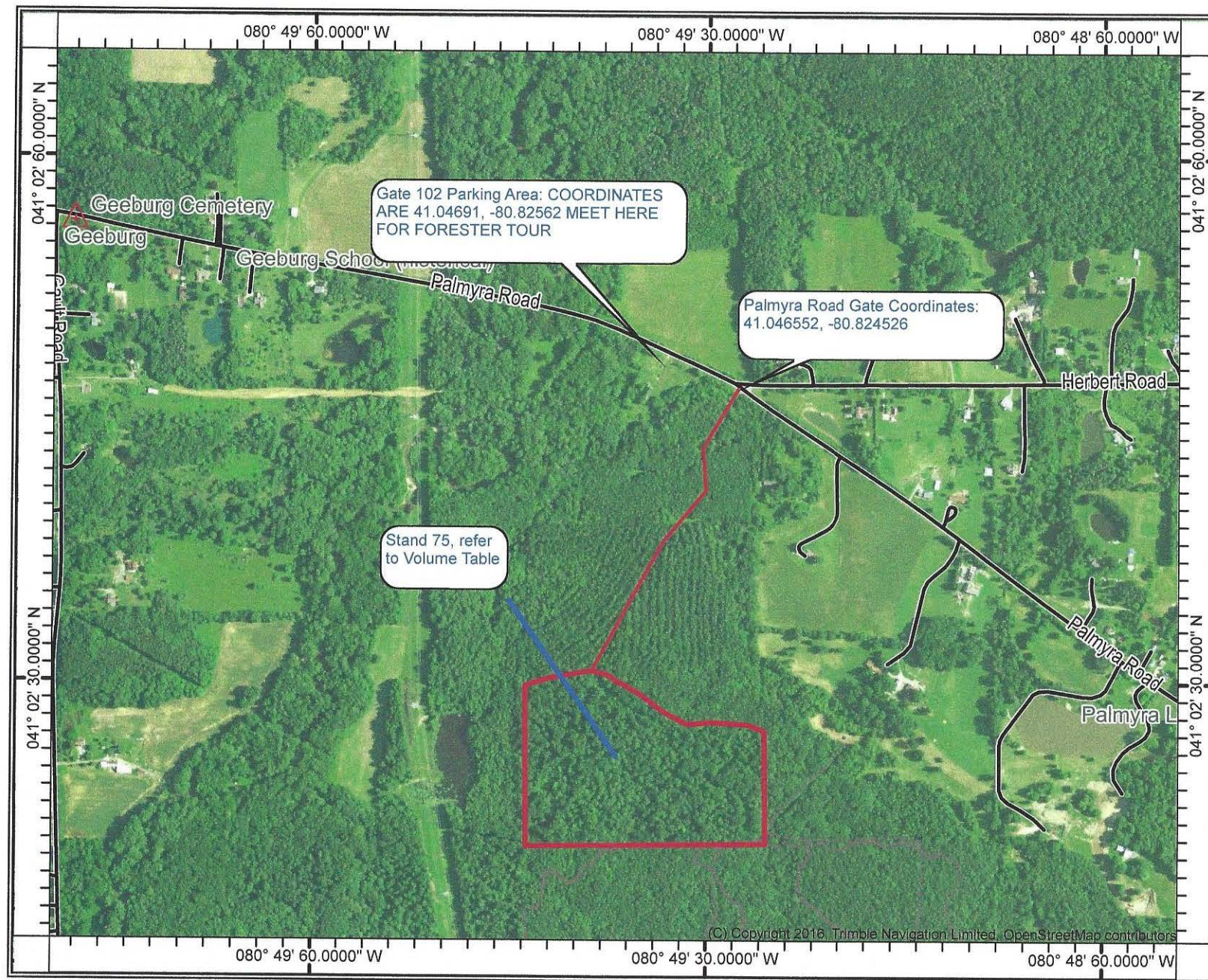
Note the location of the Forester Tour

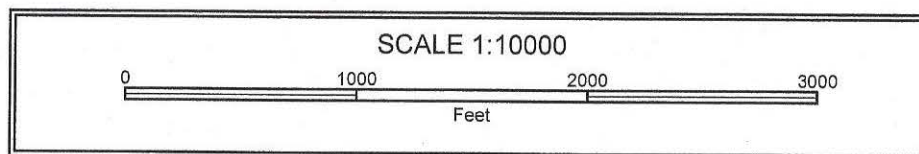
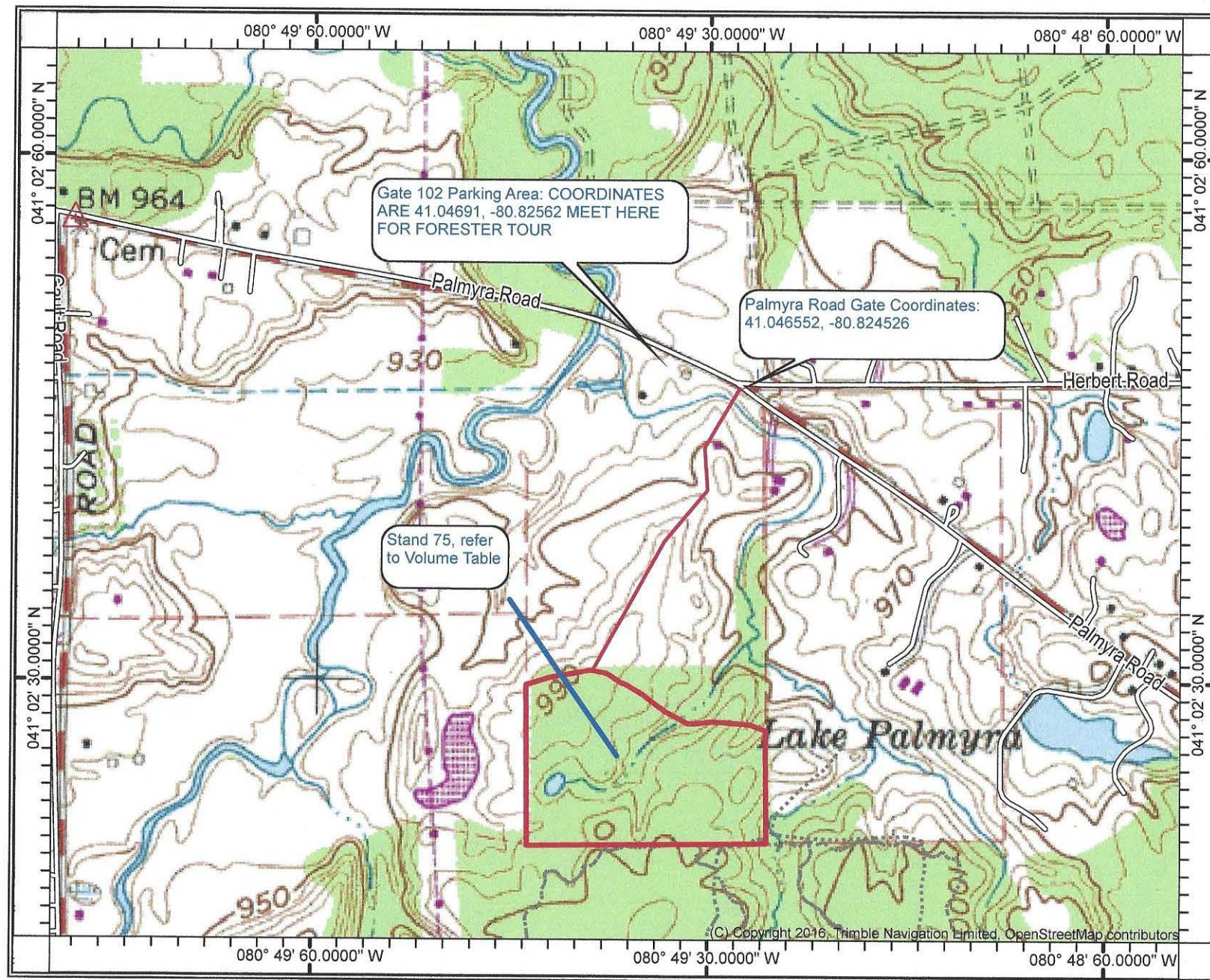
Questions, comments regarding the marked timber should be directed to

Thomas Anundson at the contact information shown above.

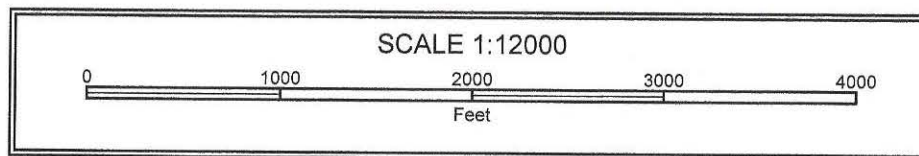
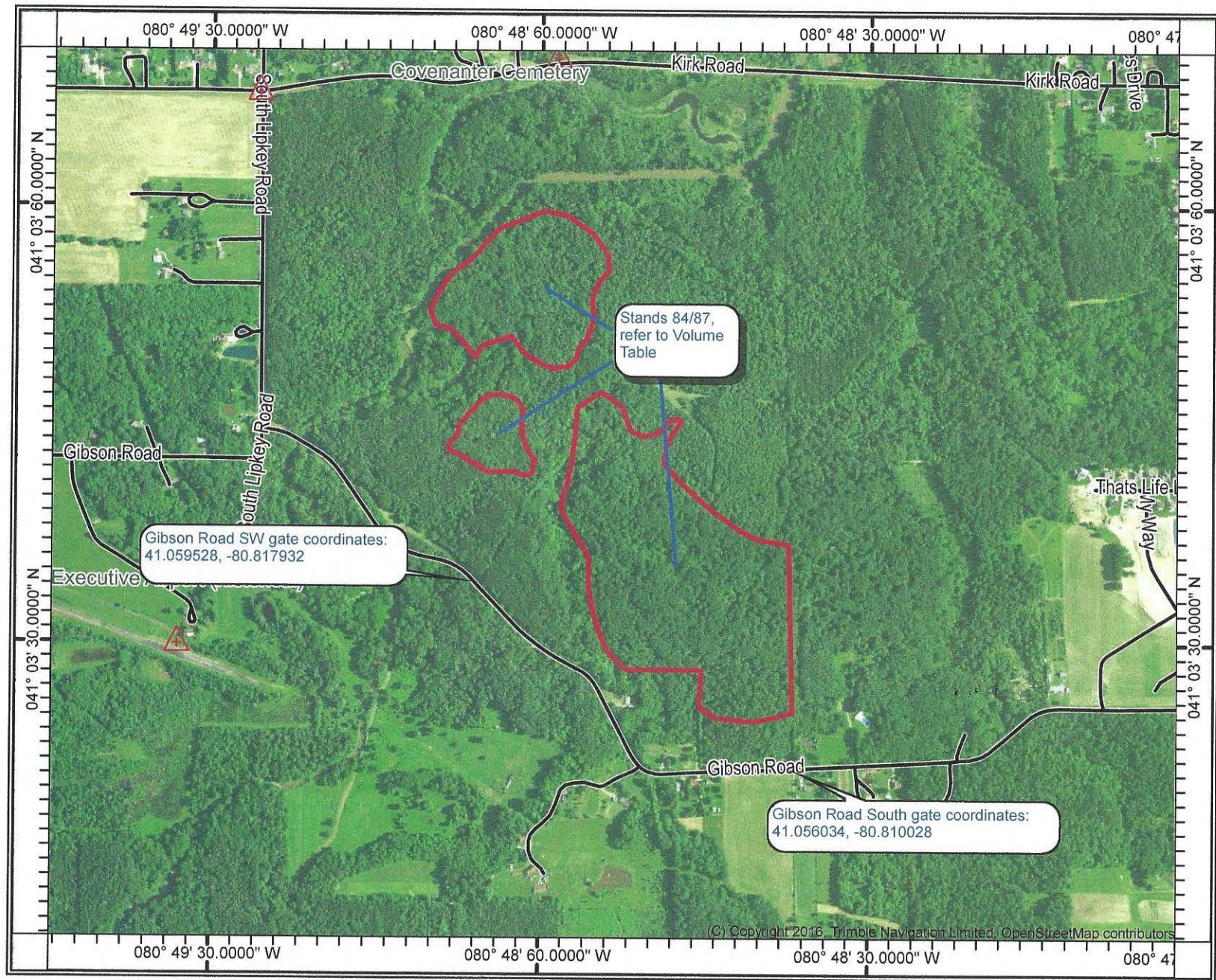


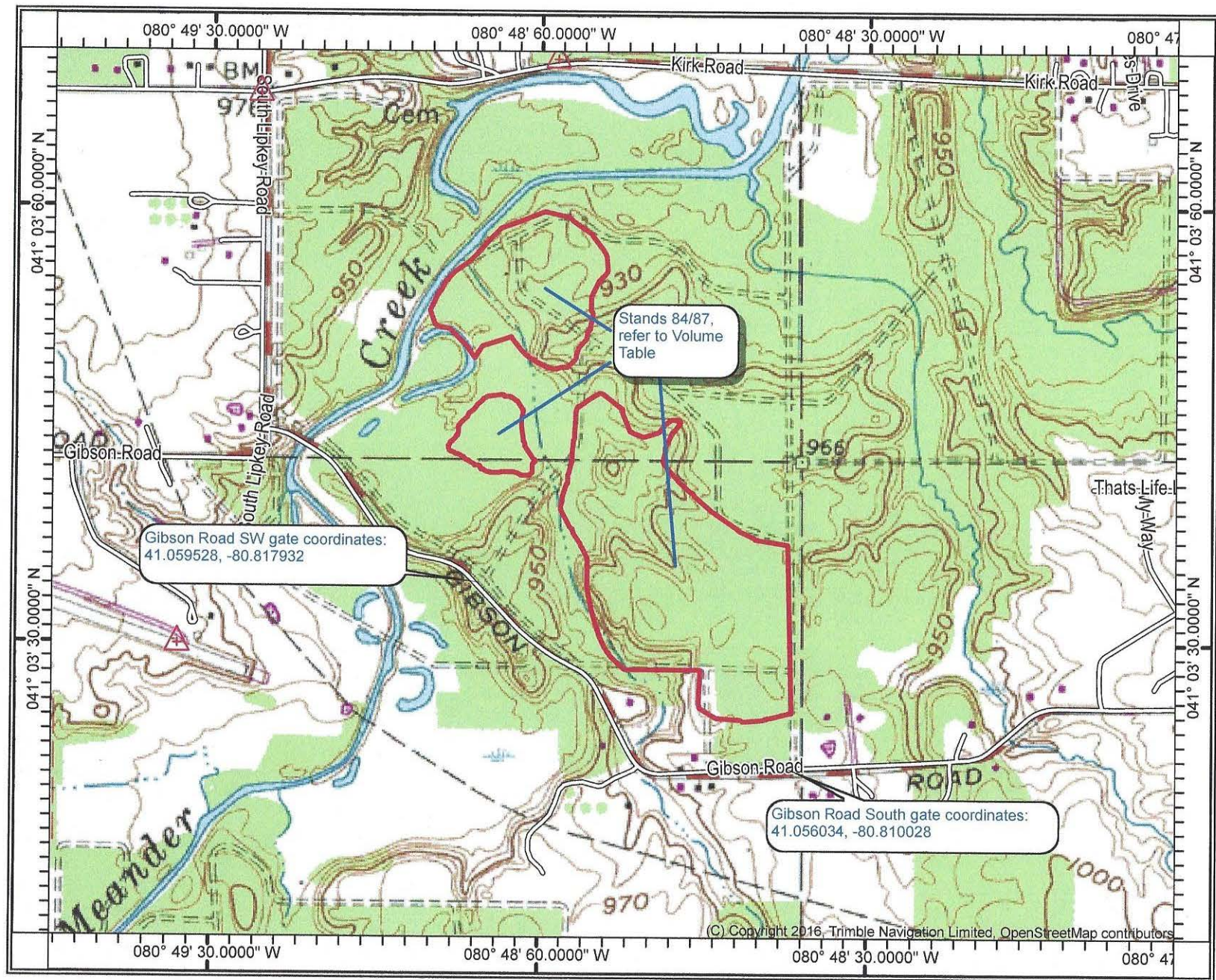
Species	12"	14"	16"	18"	20"	22"	24"	26"	28"	30"	32"	34"	36"	38"	40"	TOTAL
Black Cherry	0	0	1	0	0	0	0	0	0	0	0	0	0	0	0	1
bdf	0	0	130	0	0	0	0	0	0	0	0	0	0	0	0	130
avg. bdf / tree	0	0	130.0	0	0	0	0	0	0	0	0	0	0	0	0	130.0
Red Oak	0	1	2	2	2	1	1	2	1	0	0	0	0	0	0	12
bdf	0	94	385	451	714	498	479	1,325	790	0	0	0	0	0	0	4,738
avg. bdf / tree	0	94.0	192.7	225.6	357.2	498.2	479.4	662.7	789.6	0	0	0	0	0	0	394.8
White Oak	6	24	24	34	42	35	19	6	3	0	1	0	0	0	0	194
bdf	320	2,912	4,628	9,017	15,787	16,619	11,284	4,430	2,600	0	1,196	0	0	0	0	68,793
avg. bdf / tree	53.3	121.3	192.8	265.2	375.9	474.8	593.9	738.4	866.7	0	1196.0	0	0	0	0	354.6
Soft Maple	0	1	1	4	5	0	0	0	0	0	0	0	0	0	0	11
bdf	0	97	97	805	1,504	0	0	0	0	0	0	0	0	0	0	2,503
avg. bdf / tree	0	97.0	97.0	201.3	300.7	0	0	0	0	0	0	0	0	0	0	227.5
Hard Maple	1	3	4	6	3	1	2	0	0	0	0	0	0	0	0	20
bdf	49	281	650	1,193	941	349	989	0	0	0	0	0	0	0	0	4,452
avg. bdf / tree	48.5	93.8	162.5	198.9	313.6	349.2	494.7	0	0	0	0	0	0	0	0	222.6
Hickory	1	4	4	3	2	2	0	0	1	0	0	0	0	0	0	17
bdf	50	380	680	780	580	950	0	0	930	0	0	0	0	0	0	4,350
avg. bdf / tree	50.0	95.0	170.0	260.0	290.0	475.0	0	0	930.0	0	0	0	0	0	0	255.9
Misc. Spp.	0	0	1	0	0	2	0	1	0	0	0	0	0	0	0	4
bdf	0	0	160	0	0	526	0	282	0	0	0	0	0	0	0	968
avg. bdf / tree	0	0	159.8	0	0	263.2	0	282.0	0	0	0	0	0	0	0	242.1
Total Number of Trees																259
Total BDFT																85,934
avg. bdf / tree																331.8





Species	12"	14"	16"	18"	20"	22"	24"	26"	28"	30"	32"	34"	36"	38"	40"	TOTAL
Black Cherry	4	22	44	48	30	13	9	6	2	0	0	0	0	0	0	178
bdft	210	2,350	7,610	11,570	9,490	5,340	4,810	3,890	1,450	0	0	0	0	0	0	46,720
avg. bdft / tree	52.5	106.8	173.0	241.0	316.3	410.8	534.4	648.3	725.0	0	0	0	0	0	0	262.5
Red Oak	0	2	4	6	11	7	7	4	4	2	0	2	0	0	1	50
bdft	0	197	724	1,523	3,666	2,782	3,675	2,491	3,027	1,598	0	2,124	0	0	1,983	23,791
avg. bdft / tree	0	98.7	181.0	253.8	333.3	397.5	525.1	622.8	756.7	799.0	0	1062.0	0	0	1,983.4	475.8
White Oak	29	62	87	97	90	33	15	5	2	0	0	0	1	0	0	421
bdft	1,758	8,091	17,805	27,113	34,091	14,498	8,133	3,432	1,448	0	0	0	1,213	0	0	117,580
avg. bdft / tree	60.6	130.5	204.7	279.5	378.8	439.3	542.2	686.4	723.8	0	0	0	1,212.6	0	0	279.3
Mixed Oak	0	4	3	1	13	7	2	3	3	2	1	0	0	0	1	40
bdft	0	338	404	244	3,440	2,792	1,034	1,842	1,927	1,607	1,081	0	0	0	1,786	16,497
avg. bdft / tree	0	84.6	134.7	244.4	264.6	398.8	517.0	614.1	642.3	803.7	1081.0	0	0	0	1,786.0	412.4
Soft Maple	4	6	19	23	20	10	4	2	0	0	0	0	0	0	0	88
bdft	223	582	2,755	5,219	5,287	3,841	1,552	1,465	0	0	0	0	0	0	0	20,923
avg. bdft / tree	55.8	97.0	145.0	226.9	264.3	384.1	388.0	732.4	0	0	0	0	0	0	0	237.8
Hard Maple	4	7	10	5	6	4	4	2	0	0	0	0	0	0	0	42
bdft	194	621	1,426	941	1,504	1,494	1,824	795	0	0	0	0	0	0	0	8,798
avg. bdft / tree	48.5	88.7	142.6	188.2	250.6	373.5	455.9	397.7	0	0	0	0	0	0	0	209.5
Hickory	0	0	6	5	5	1	0	0	0	0	0	0	0	0	0	17
bdft	0	0	950	1,140	1,530	480	0	0	0	0	0	0	0	0	0	4,100
avg. bdft / tree	0	0	158.3	228.0	306.0	480.0	0	0	0	0	0	0	0	0	0	241.2
Elm	0	0	4	0	1	0	0	0	0	0	0	0	0	0	0	5
bdft	0	0	630	0	216	0	0	0	0	0	0	0	0	0	0	846
avg. bdft / tree	0	0	157.5	0	216.2	0	0	0	0	0	0	0	0	0	0	169.2
Misc. Spp.	0	3	11	8	7	4	4	1	1	0	0	0	0	0	0	39
bdft	0	310	2,030	2,087	2,087	1,889	2,218	583	790	0	0	0	0	0	0	11,994
avg. bdft / tree	0	103.4	184.6	260.9	298.1	472.4	554.6	582.8	789.6	0	0	0	0	0	0	307.5
Black Walnut	0	1	1	2	1	1	0	0	0	0	0	0	0	0	0	6
bdft	0	132	94	404	367	338	0	0	0	0	0	0	0	0	0	1,335
avg. bdft / tree	0	131.6	94.0	202.1	366.6	338.4	0	0	0	0	0	0	0	0	0	222.5
Total Number of Trees																886
Total BDFT																252,585
avg. bdft / tree																285.1





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