

MISSOURI DEPARTMENT OF CONSERVATION

TIMBER SALE CONTRACT

BUYER: [Click here to enter text.](#) **REGION:** Northwest

AREA: Fountain Grove CA **SALE IDENTIFICATION:** 46010201

I. Article I. Specific Conditions

- 1.1** This agreement entered into this [Click to enter a date.](#) is between the Missouri Department of Conservation of Jefferson City, Missouri, hereinafter called the Seller, and [Click to enter name.](#), hereinafter called the Buyer.
- 1.2** Subject to the terms listed herein, the Seller agrees to sell to the Buyer all timber marked or designated as described below on 177 acres, more or less, in Section(s) 1, Township 56 N, Range 22 West, and Section(s) 5, Township 56 N, Range 21 West in Livingston County(s), Missouri, and in Section(s) 22, 31, 32, 33, Township 57 N, Range 22 West, in Linn County(s), Missouri, within compartments # 1 and 2 of Fountain Grove Conservation Area.
- 1.3** The Buyer agrees to cut only those trees marked or designated as follows: Trees marked for harvest in stands 10, 12, and 16 (inside flood protection levee) have been marked with slashes on two sides and at the stump with **red** paint. Trees marked for harvest in stands 1, 7, 15, 44, and 57 are marked with slashes on two sides and at the stump with **orange** paint. Primary streamside management zones have been marked with red rings and stand boundaries are marked with white rings. At least 80% of trees marked for harvest in all stands must be cut. A tree that has a bad butt log, but that has volume in the top logs is marked with an "X".

II. Article II. Financial Provisions

- 2.1** The Buyer agrees to submit a performance deposit, preferably secured by an Irrevocable Letter of Credit but acceptable as an insurance security bond, or check or money order, in the amount of \$ min \$1,000, max \$10,000 on average around 5% of bid to be used as follows:
- 2.1.1.** To liquidate damage claims resulting from the Buyer's breach of this agreement or failure to perform, except as specified in Article 2.6.
 - 2.1.2.** To be retained if the terms of this contract are not satisfied in full.
 - 2.1.3.** To be returned to Buyer if all terms of contract are satisfied.
- 2.2** The Buyer agrees to pay the Seller by check or money order payable to the Missouri Department of Conservation, \$ [enter amount](#) for an estimated 371,000 board feet of timber, described herein according to the payment schedule stated in this contract. Arrangements for payments can be made through the following office: Missouri Department of Conservation Attn: Samantha Anderson 15368 LIV 2386 Chillicothe,

MO 64601.

- 2.3** The Buyer shall be required to (a) make payment for the total contract amount or cutting block designated by the Timber Sale Administrator within 30 calendar days of signing this contract, (b) prosecute the work diligently, and (c) complete the entire sale no later than October 1, 2024.
- 2.4** All timber shall remain the property of the Seller and may not be cut until paid for as authorized by the Timber Sale Administrator. A maximum of two cutting blocks may be open at one time unless specifically authorized by the Timber Sale Administrator.
- 2.5** Any merchantable unmarked trees that must be removed to create or improve log landings or haul roads must be marked and scaled by the Timber Sale Administrator prior to cutting. The Buyer will be charged straight stumpage price for these trees. The additional volume and value will be added to the last cutting block.
- 2.6** Non-designated trees that are cut or unnecessarily damaged by the Buyer shall be assessed at a rate of three (3) times the contract price or three (3) times the delivered mill price whichever is greater. The Buyer has no salvage rights to these trees which remain the property of the Seller. The Buyer must make full restitution before proceeding with the contract. The performance bond may not be used as payment.

III. Article III. Performance Provisions

3.1 Felling

- 3.1.1** Stump height shall not exceed 6" on trees under 10" diameter at breast height (DBH). Stump height shall not exceed 12" on trees 10" DBH and greater. Stump height is measured above the ground on the high side unless cutting this height would cause equipment damage. In the case of blown down timber, all stumps that set back up or pop up after they are severed from the stump are subject to the 12" inch height clause. All lodged trees will be pulled to the ground. All spring poles and shattered stems will be cut.
- 3.1.2** Any trees or parts of trees that fall across property lines must be pulled back onto Missouri Department of Conservation property. Any tree tops felled into fields, trails, roads, streams or other unapproved locations must be removed.

3.2 Skidding and Landings Best Management Practices

- 3.2.1** The Buyer shall construct no more landings or skid trails than are necessary for efficient harvesting and are commensurate with causing the least possible damage to the forest, land, improvements, and watershed of the sale area. The Timber Sale Administrator may temporarily suspend the Buyer's operations or terminate the Buyer's contract if, in the Timber Sale Administrator's opinion, the Buyer is in violation of this guideline.
- 3.2.2** Landings: Landings shall be planned by the Professional Timber Harvester trained logger to facilitate safe and efficient operations while causing the least damage to the soil and surrounding forest. Landings should be no larger than needed to facilitate an efficient harvesting operation. Landing location and use

must follow the current *Missouri Watershed Protection Practices guide*. All non-merchantable products at the landing must be removed OR returned and scattered throughout the interior of the sale area. All bark and wood chips left on the landing must be scraped off. The landing should then be back-bladed or prepped for seeding.

- 3.2.3** Skid Trails: Skid trails shall be planned by the Professional Timber Harvester trained logger to facilitate skidding with minimal damage to the residual stand. This may include flagging of both primary and secondary skid trails. Skid trails should be kept as straight as possible. Pivot trees should be identified and should be trees that are designated for cutting. Any non-pivot tree along a skid trail must be protected by a bumper log to protect the tree from damage. All trees must be topped prior to skidding (unless authorized by the Timber Sale Administrator). Skid trails shall be established and maintained using Best Management Practices and shall be water-barred according to the guidelines in the current *Missouri Watershed Protection Practices guide*. Water bars are needed on skid trails when 50% or more of the duff layer has been removed, exposing bare, mineral soil OR if ruts of any depth are present. Tree tops may be used in conjunction with water bars but not as a substitute for water bars.
- 3.2.4** Skid Trail Ruts: The maximum allowable depth and length of a rut is eight (8") inches deep for a length of fifty (50') feet.

3.3 Hauling and Roads Best Management Practices

- 3.3.1** Roads will be kept passable at all times. Maximum acceptable road ruts are (8") eight inches deep and may not exceed a length of (50') fifty feet. Roads will be left in a condition that will prevent erosion and shall comply with standards found in the current *Missouri Watershed Protection Practices guide*.
- 3.3.2** The Timber Sale Administrator may temporarily suspend hauling and/or skidding operations should these operations be causing or likely to cause damage beyond the point of ordinary wear and tear. The number of working days that the Buyer's operations are temporarily suspended for this reason or other acts of God shall be added to the term of this contract.
- 3.3.3** The Buyer shall return all roads, in the opinion of the Timber Sale Administrator, to a condition that is comparable to or better than the condition prior to the Buyer's operations.
- 3.3.4** The Buyer shall only construct additional roads that meet the approval of the Timber Sale Administrator. These roads should remain open and drivable until specified by the Timber Sale Administrator.
- 3.3.5** Haul roads, improved MDC roads, county roads, and State highways may have visual management zones included in this contract. Logging slash within these zones must be treated as specified in Article VI Sale Specific Provisions.

3.4 General Performance

- 3.4.1** All wounds that cover greater than 25% of the circumference or greater than 100 square inches of acceptable growing stock trees, sawtimber trees, and crop trees is considered unacceptable. Crown damage that exceeds greater than 25% of the live crown is considered unacceptable. A maximum of two trees with unacceptable damage per acre shall be allowed. Article II. 2.6 will apply for damage over and beyond two trees per acre.
- 3.4.2** The Buyer shall carry out operations in such a manner as to cause the least damage to the remaining trees and improvements. The Timber Sale Administrator may terminate any part OR all of the Buyer's operations if, in the Timber Sale Administrator's opinion, the operations are detrimental to the forest, land, or watershed or to the best interests of the state of Missouri.
- 3.4.3** The Buyer shall remove from the sale area on a daily basis all litter, trash, metal or other debris resulting from the operation.
- 3.4.4** Buyer shall keep ponds and stream courses within the sale area clear of debris resulting from harvesting operations. When the flow of a natural stream course is diverted as a result of the Buyer's operations, such flow shall be restored to the natural course as soon as practicable and prior to any major runoff event. Modification of any watercourse and all stream crossings must be approved in writing by the Timber Sale Administrator.
- 3.4.5** The Buyer shall not cut, damage, or remove any trees or other markers indicating the ownership boundary of the Seller.
- 3.4.6** The Buyer shall refrain from conducting any operations on any areas maintained by the Seller as a wildlife food plot, pond, Natural Area, Streamside Management Zones (SMZ), or other buffer zones or reserve strips unless specifically authorized in writing by the Timber Sale Administrator.
- 3.4.7** All Best Management Practices shall be followed in accordance with the current *Missouri Watershed Protection Practices guide*.
- 3.4.8** The Buyer will not dump or dispose of any oil, fluids, hydraulic fluid, brake fluid, transmission fluid, radiator fluid, grease, or any other petroleum products or hazardous materials on the Seller's property.

The Buyer is responsible for reporting to appropriate authorities and remediating any accidental spill or equipment leak that occurs on site in accordance with the Missouri Spill Bill, sections 260.500 to 260.550, RSMo. In the event of a hazardous substance emergency, the Buyer is responsible for contacting the Missouri Department of Natural Resources' 24-hour Environmental Emergency Hotline at 573-634-2436 and/or the National Response Center at 1-800-424-8802 at the earliest practical moment upon discovery of an emergency involving the hazardous substance under their control. Hazardous substance emergencies include, but are not limited to, those situations described in paragraph 3.4.8.1.

3.4.8.1 Harvesting crew must shut down immediately if any of the following spills occur.

- a. A spill of 50 gallons or more
- b. A spill causing sheen on water
- c. A spill capable of reaching water

State and Federal law requires reporting any sheen on water in ditches, streams, lakes, and ponds, wetlands and other waterbodies. Harvesting crew must take every action necessary to stop the spill, prevent it from reaching water, and clean up the site. Notify the Timber Sale Administer immediately but the first priority is containing the spill.

IV. Article IV. Best Bid Provisions

- 4.1** The Buyer must maintain a crew throughout the entire length of the contract with the same percentage points or higher as awarded in Category IV of their bid OR the Buyer may replace or add any crew members with a Professional Timber Harvester trained logger. The Buyer is allowed 21 days to replace any crew member, if needed to maintain the Category IV percentage from their bid.
- 4.2** If the Buyer is awarded points in Category II on the bid form, a Missouri Master Logger must remain on contract throughout the entire length of the contract. If a Missouri Master Logger was named in both Category II and IV on the bid form, that Missouri Master Logger must be present on site during harvesting operations due to the requirements set forth by Category IV of the bid form. However, a Missouri Master Logger may be replaced by a PTH logger and will still satisfy the requirement of Category IV. That Missouri Master Logger must remain on contract to satisfy Category II requirements. The Buyer is allowed 21 days to replace any Missouri Master Logger.

V. Article V. General Provisions

- 5.1** If the Buyer and/ or any person working for the Buyer under this contract receives a citation for a Wildlife Code violation, then Seller may terminate the contract at its discretion.
- 5.2** A Buyer who has been terminated from a previous timber sale contract will not be eligible to participate in any State Land Timber Sales for a period of (3) year from the date of the infraction.
- 5.3** The Seller is not responsible for any assumptions, conclusions, or misinterpretations made by the Buyer.

- 5.4** This contract may not be assigned in whole or in part by the Buyer without written consent of the Seller.
- 5.5** The Buyer acknowledges that it has taken reasonable steps to tour the timber sale site, and is aware of conditions which could affect productivity and cost, including but not limited to (1) the quality and the estimated volume of timber; (2) road conditions including but not limited to ingress and egress; and (3) uncertainties of weather or physical conditions at the site. Any failure of the Buyer to tour the timber sale site will not relieve the Buyer from obligations under this contract.
- 5.6** A contract extension may be granted if at least 75% of the advertised sale volume and associated contractual requirements have been met and/or an overall score of 85% (on the standard MDC timber sale inspection form) has been maintained during the timber sale inspection process. In the event that a request for extension is denied, or in the event that an extension is granted but the Buyer fails to satisfy all contractual requirements by the termination date of the granted extension, all remaining timber and all payments to date revert to the Seller. The Seller shall terminate the sale contract and collect in full on the performance deposit.
- 5.7** The Buyer shall designate a field supervisor who is Professional Timber Harvester (PTH) trained and current with the programs continuing education requirements throughout the length of this contract and its extensions. The field supervisor shall be on site during harvesting operations and shall be authorized to take corrective action as directed by the Timber Sale Administrator. No harvesting operations may occur without the field supervisor on site.
- 5.8** Unless otherwise stated in this contract, the Buyer shall progress through the sale area in the sequence directed by the Timber Sale Administrator.
- 5.9** No sawmills, post peelers, chippers, or other processing equipment shall be installed on the Seller's property unless specifically authorized in writing by the Seller.
- 5.10** The boundaries of the sale area and any cutting blocks thereof, are as shown on the attached "Sale Area Map", which is made a part of this contract. Cutting blocks shall not be changed without the consent of both the Buyer and the Timber Sale Administrator.
- 5.11** The Timber Sale Administrator shall give written notice to the Buyer when the Buyer has fully complied with the terms of this contract. The Buyer shall not be released from the terms of this contract until such written notice is given.
- 5.12** In the event any of the conditions of this contract are disregarded, the Timber Sale Administrator may suspend the Buyer's operations until violations are corrected to the satisfaction of the Timber Sale Administrator. Any violation of the conditions shall be sufficient cause for termination of this contract by the Seller, and forfeiture of all payments to date including the Buyer's performance deposit. All remaining timber shall revert to the Seller.

5.13 The Seller guarantees that no additional timber sale contracts will be entered into on this sale area without the consent of the Buyer, while this contract is in effect and both parties are in compliance.

5.14 The Buyer shall hold harmless and indemnify the Conservation Commission of the State of Missouri, the Department, its officers, agents or employees, from any and all liability on account of any claim whatsoever, for wages, supplies, equipment, damage, and injury to persons or property arising in connection with any activity conducted or undertaken by the Buyer, Buyer's agents or employees under the terms of this contract.

5.15 Buyer agrees to comply with applicable laws of the State of Missouri.

5.16 This contract shall be interpreted in accordance with the laws of the State of Missouri.

5.17 It is mutually agreed that the venue for any cause of action regarding this contract shall be the Circuit Court of Cole County, Jefferson City, Missouri.

5.18 Buyer will conduct no harvesting activity (felling, skidding, and hauling) during the following time periods:

- Between October 15th and February 15th in waterfowl hunting zones (see attached map)
- Between October 15th and March 1st in waterfowl refuge area (see attached map)
- Opening weekend of Firearms Deer November Portion
- Firearms Deer Early Youth Portion
- The first week of Regular Spring Turkey Hunting Season with exception; Harvesting activity may be allowed after 1:00 pm Central Daylight Time
- Youth Spring Turkey Hunting Season
- During managed hunts if applicable to the Conservation Area
- Conservation Area Closed hours of 10:00 pm and 4:00 am

5.19 No alcoholic beverages are allowed on the sale area.

5.20 Required Personal Protective Equipment (PPE).

Buyer will comply with the following requirements related to safe operational practices during harvesting activities. Buyer shall ensure that all agents, sub-contractors, and employees, specifically comply with these contract standards for the use of Personal Protective Equipment (PPE) required for use during harvesting activities.

Required PPE includes the following as further described below:

- hand protection,
- cut-resistant leg protection,
- head protection,
- eye protection,
- hearing protection

Buyer shall ensure that all personnel working on site wear, at a minimum:

- Head protection and eye protection when not inside a vehicle or closed-cab equipment.
- Hand protection when working with wire rope, cables, or operating a chainsaw.
- Hearing protection when working with or around chainsaws or other loud equipment. This includes but not limited to skidders, forwarders, harvesters, and loaders.
- Cut-resistant leg protection, such as ballistic nylon, when operating a chainsaw. The leg protection shall cover the full length of the thigh to the top of the boot on each leg to protect against contact with a moving chain saw. Leg protection can be in the form of appropriate chainsaw chaps or chainsaw pants.

VI. Article VI. Sale Specific Provisions

6.1 Logging debris within the visual management zones must be slashed down to a height of 3 feet. All zones begin at the established timber line. The visual management zones are as follows:

6.1.1 Improved MDC Roads: 75 foot zone.

6.1.2 County Roads: 75 foot zone.

6.2 The use of paint by the Buyer within the sale area in the same colors or colors similar to those used in the sale area by the Seller is prohibited.

6.3 All landings will be mulched with straw and seeded with wheat, oats, or annual rye and ladino clover at rates determined by the Timber Sale Administrator.

6.4 A minimum of 80% of marked trees 12 inches DBH class and larger must be felled.

6.5 If Article II section 2.3 exceeds one year the buyer will ensure all crew member certifications are up-to-date and none have expired. If any crew member certifications have expired Article IV section 4.1 applies.

6.6 The Conservation Area encompassed by this timber sale is certified to Sustainable Forestry Initiative® (SFI) Forest Management Standard. The purchaser is responsible for maintaining SFI® Chain of Custody requirements after forest products leave the sale area.

6.7 This sale contains cutting date restrictions due to being within a waterfowl hunting zone. In addition to Article V. 5.18, the buyer will conduct no felling activity during the periods of October 15 thru February 15th in stand 7 (see attached map).

6.8 This sale contains cutting date restrictions due to being within a waterfowl refuge. In addition to Article V. 5.18, the buyer will conduct no felling activity during the periods of October 15 thru March 1 in stands 10, 12, 16, and 44 (see attached map).

By their signatures, the parties to this contract understand and agree to the terms of this contract.

MISSOURI DEPARTMENT OF CONSERVATION

BUYER

By: _____

By: _____

Title: _____

Title: _____

Name of company employee holding the MFPA
Certificate of Training:

Certificate # _____

SAMPLE

Article VII. Schedule of Payment Units

PAYMENT UNIT	ACRES	ESTIMATED QUANTITY OF PRODUCTS (BDFT)	TOTAL VALUE
1. STANDS:			
FEDERAL AID STANDS:			
TOTAL:			
MISC. VOLUMES – ROAD TREES, DECK TREES, ECT..			
SALE TOTAL			

* Doyle TREE SCALE

SAMPLE