

INVITATION FOR BID NO. RE-S-935

U. S. ARMY ENGINEER DISTRICT, MOBILE
CORPS OF ENGINEERS
Room 7000H, 109 St. Street
Mobile, Alabama 36602

July 12, 2011

INVITATION FOR BIDS
SALE AND REMOVAL OF SAND AND GRAVEL
LOCATED AT
LAKE SIDNEY LANIER, GEORGIA

INVITATION FOR BIDS

Bids will be received until **2:00 P.M., CST, on August 19, 2011**, at the above address, and then there publicly opened, for the purchase and removal from the site, subject to the terms and conditions and in accordance with the instruction to bidders hereinafter contained, of that Government-owned property described on the accompanying bid form.

The terms and conditions of sale and instructions to bidders are as follows:

1. All bids submitted shall be deemed to have been made with full knowledge of all of the terms, conditions, and requirements herein contained.
2. All bids will remain open for acceptance or rejection for a period of fifteen (15) days from date of bid of opening bid.
3. The property for sale is located at Lake Sidney Lanier on the upper Chattahoochee River near Lula Bridge, and is now subject for inspection. Prospective bidders may inspect the sale site between the hours of 9:00 A.M.- 2:00 P.M. EST on any day except Saturday or Sunday or legal holiday until date of bid opening by contacting:

Mr. Myles Barton
U.S. Army Corps of Engineers
Lake Sidney Lanier
Buford, Georgia
Telephone: (770) 945-9531

Or upon request the Contracting Officer, Mobile District, will arrange for such inspection, and will furnish any further information as may be necessary with respect to the terms, conditions, and instructions herein contained. The failure of any purchaser to inspect, or to be fully informed regarding the condition and location of all or any portion of the property, or negligence or mistake on the part of the purchaser in preparing the bid, will not constitute grounds for any claim or demand for adjustment or withdrawal of

a bid after opening. The description of the property is believed to be sufficiently specific for purposes of identification. Any error or omission in the description (including locations, when specified) shall not constitute any ground or reason for non-performance of the contract or claim by the purchaser for any allowance, refund or deduction from the amounts offered. The property is offered for sale "as is and where is." The Government makes no guaranty or warranty, express or implied, with respect to the property as to quantity, quality, character or condition, size or kind; or that the property is in condition or fit to be used for the purpose for which intended.

4. The sale will be on an all-cash basis. Each bid must be accompanied by a certified check, cashier's check, or money order made payable to the order of the FAO, USAED, Mobile/RE-C in the amount of **\$7,500.00**. The deposit of the successful bidder will be retained by the Government and applied as advance payment. The deposits of unsuccessful bidder(s) will be returned without interest as promptly after rejection of the bids as possible.

5. Award will be made to the bidder submitting the highest bid price per ton. The final purchase price of this sale will be determined by totaling the number of tons of material removed times the bid price per ton. Actual volume removed may be less than, equal to, or more than the advertised volume. The unit price bid per ton shall govern in any case of error in calculation of the estimated total purchase price inserted on page 8 (Bid Page). The successful bidder will furnish the Operations Project Manager, Lake Sidney Lanier a monthly statement that certifies the amount of material removed and a scale ticket for each load. The method of measure must be approved by the Operations Project Manager prior to beginning operations. Payment will also be made monthly to accompany the above.

6. Upon receipt of authority to proceed with removal of the purchased property, the purchaser will assume all responsibility for the care and protection of the property and will expeditiously remove the property from the site and restore the site in a manner and to a condition satisfactory to the Contracting Officer, in accordance with the following specifications:

a. Site Use Guidance/ Restoration:

(1) All property sold hereunder shall be removed and the site restored or cleaned up within the specified time in accordance with these specifications and the requirements of this contract.

(2) All excavations, ruts, depressions, ditches or trenches incident to or arising from the operations under this contract shall be filled with earth fill and tamped to same elevation as the existing grade.

b. Operations and Storage Areas

(1) All operations of the purchaser upon Government premises shall be confined to areas authorized or approved by the Operations Project Manager of the project, and subject to such rules and regulations as may be prescribed by him. The purchaser shall make no unauthorized or unwarranted entry upon, passage through or storage or disposal of materials upon Government premises. The purchaser shall be liable for any and all damage caused by him to such Government premises. The purchaser shall hold and save the Government, its agents and officers, free and harmless from liability of any nature or kind arising from any use, trespass or damage occasioned by his operations on the premises of a third party.

(2) The purchaser shall use only established roadways, or construct and use such temporary roadways as may be authorized by the Operations Project Manager. Where materials are transported in the execution of the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or as otherwise prescribed by local laws and regulations. When it is necessary to cross curbs or sidewalks, protection against damage shall be provided by or at the expense of the purchaser and any damage promptly repaired.

c. Preservation of Existing Vegetation: The purchaser shall preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site, which do not unreasonably interfere with the removal of the purchased material, as may be determined by the Operations Project Manager. The purchaser will be liable for all vegetation not protected and preserved as required herein, which may be destroyed or damaged by his operations, and shall replace or restore the same at his own expense.

d. Inspections: Site restoration operations will be conducted under the general direction of and completed to the satisfaction of the Contracting Officer and are subject to inspection by his appointed inspectors to insure compliance with the terms of the contract and specifications. The purchaser will bear all expense involved in accomplishment of the work required.

e. Best Management Practices shall be implemented to avoid adverse environmental impact to public property from the removal operation.

f. The access/haul road to operation sites shall be constructed so that negative impacts from erosion shall not occur to public and private property and the lake waters.

g. Prior approval must be obtained from the Operations Project Manager before any work is accomplished on Government property.

7. Special Conditions:

a. To avoid bank sloughing, dredging is prohibited within twenty five feet of the stream bank, with the exception to "Zone 1".

b. At no time will the river channel be completely blocked with either the dredge or floating pipeline. A submerged pipeline is acceptable as long as recreational vessels may pass over safely. The submerged section will be marked with a buoy at each end indicating "Pipeline Crossing". Additionally, the contractor must be required to install a minimum of two "NO WAKE" BUOYS in the vicinity of the dredge. One buoy should be 150 feet downstream of the dredge and the other 150 feet upstream of the dredge. The dredge and pipeline must be marked with flashing amber lights at intervals not in excess of 100 feet during the hours of darkness.

c. The proposed operational area will be minimal in size. Prior approval must be obtained from the Operations Project Manager before any clearing or excavation is accomplished. Existing clearings or openings will be used to the maximum extent possible.

d. Dredging shall occur between elevation 1071 msl and the original lake bottom with no disturbance to the natural river berms. No

dredging is allowed within 100 feet of Lula Bridge (Georgia Highway 52) except for the area marked as "Zone 1" in the attached exhibit. The Purchaser may be required to rotate the dredging site within the dredging limits.

e. The Purchaser will provide payment to the Operations Project Manager monthly or as designated by the Operations Project Manager at the bid rate for the amount of dredge material removed each month. The purchaser is responsible with keeping records of the amount of dredge material removed and so certifying to the Operations Project Manager. All tickets and/or receipts from "Zone 1" must be labeled to identify the area in which the dredge material has been removed.

f. White and Striped Bass are considered important fisheries resources in the Chattahoochee River. Spawning runs usually occur annually from early March to the end of May. The Purchaser will be required to coordinate closely with the Gainesville office of the Georgia Department of Natural Resources (GDNR) as well as the Lake Lanier Project Office during this period. The GDNR may require cessation or modification of the dredging operations. Close cooperation is required with DNR as the spawning season is not set and fluctuates depending on environmental variables, such as, water flows and temperature.

g. A minimum dig/dredge rate of 65,000 tons a year is required. The annual minimum payment will be 65,000 tons times the per/ton bid price. The Contracting Officer at his option may grant variance to the minimum annual payment if unusual circumstances occur or it is determined to be in the Government's best interest.

h. Optimum erosion control measures for all activities associated with the dredging and any secondary activities shall be employed to avoid adverse environmental impacts to public and private property.

i. The purchaser may be required to vary the dredge/removal point in the river.

j. A pedestrian trail along the Chattahoochee River is in the planning stages. The Government reserves the right to use any of the operational area that is needed to build the trail. Any dredge or discharge pipes or other dredging operations that crosses the proposed trail will be allowed, but must be constructed and maintained as not to be a safety hazard for the trail.

k. The purchaser may allow the public to remove any unwanted or undesirable organic dredge material at no cost. A loading fee may be imposed for the labor of loading the material for the public.

l. The purchaser must remove a minimum of 3,000 tons of material from "Zone 1" located at Lula Bridge (see enclosed maps) within the first two (2) years of the contract being awarded. The purchaser will then be required to return to Zone 1 every even numbered contract year remaining in the contract and remove a minimum of 3,000 tons of sediment. To compensate for any decrease in material quality and marketability the contracted per ton price of all material removed from the river will be reduced by %50 for the first two years of the contract and then by %10 every even numbered year remaining in the contract. If mechanical equipment is necessary to accomplish the work, actions will be coordinated with the Lake Lanier Operations Project

Manager. Any material not suitable for sale must be disposed of off government property per state regulations.

8. The purchaser will complete all removal and restoration work required by Paragraph 6 in accordance with the following schedule:

The contract period will be for three (3) years with four (4) renewal options for a total of fifteen (15) years with Government approval. The successful bidder will be allowed a six-month period of time to obtain all necessary permits. This period of time will not be used in computing the completion date. The completion date will be computed beginning six months and seven (7) days after the notice to proceed is issued.

The successful bidder will execute the work, or any separable portion thereof, with such diligence as will insure its completion within the time specified. When more than one item is sold hereunder, the time specified herein for completion of removal and restoration will run concurrently as to each item and not consecutively. No extensions of the time herein specified for completion of removal and restoration work will be granted unless, in the opinion of the said Contracting Officer unusual and unforeseeable circumstances justify such extensions, and agreement is reached on an adequate consideration for the extension.

At the option of the Contracting Officer an extension may be granted for the convenience of the successful bidder. If an extension of time as herein specified is granted by the Contracting officer for completion of removal and restoration work, including any clean-up, such extension will be granted only upon the following terms and conditions:

An extension may be granted for a time period up to one year. The total time allowed for extensions will not exceed the one year time period. (The total contract period cannot exceed 16 years). The Government at its option may require additional consideration for any extensions past the original 3 year period and renewal options if market conditions so indicate.

Any delay in completion of removal and restoration work, including any clean-up, beyond the time originally specified herein, plus any extensions which may be granted hereunder, shall not relieve the successful bidder of his responsibilities for default under Condition No. 9 of this contract.

The successful applicant, within fifteen (15) days after notice of acceptance of the bid has been given by the Government, and as a condition precedent to the vesting of title in the successful bidder (Condition #5, supra), shall furnish to the Contracting Officer performance security in the form of a certified check, cashier's check, or money order payable to the FAO, USAED, Mobile/RE-C, in the amount required below. The successful bidder is liable for any expense incurred by the Government as a result of his failure to abide by the terms of this sale, including the removal of the purchaser's property from the premises and leaving the site in a satisfactory condition.

The purchaser will execute the work, or any separable portion thereof, with such diligence as will insure its completion within the time specified.

The amount of performance security to be furnished is.

\$15,000.00

9. In the event of any default by any bidder hereunder, all claim to and title held in the property for sale, or any portion of it remaining, will be forfeited and all payments made by the defaulting bidder (including bid amount, performance deposits or bonds) will be applied by the Government to any loss, cost and expense occasioned to the Government by the default (including any loss, cost and expense in selling or otherwise disposing of such property in such manner, whether economical or not, as time limitations may allow). The defaulting bidder is liable for the full amount of damages sustained by the Government because of his default; such liability is not limited to the amount of the aforesaid payments. If the obligations of the bidder under this contract are discharged to the complete satisfaction of the Contracting Officer, any performance deposit will be promptly returned without interest. The deposits of unsuccessful bidder(s) will be returned without interest as promptly after rejection of the bids as possible.

10. A bid executed by an attorney or agent on behalf of the purchaser must be accompanied by an authenticated copy of his Power of Attorney or other evidence of his authority to act on behalf of the purchaser. If the purchaser is a corporation, the CORPORATE CERTIFICATE must be executed. If the bid is signed by the Secretary of the corporation, the certificate must be executed by some other officer of the corporation under the corporate seal. In lieu of the, CORPORATE CERTIFICATE there may be attached to the bid copies so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary under the corporate seal, to be true copies.

11. The right is reserved, as the interest of the Government may require, to withdraw any and all item(s) from the sale, to reject any or all bids and to waive any defect or informality in bids received.

Return Address

Sealed Bid

To be opened:

Time 2:00 P.M. CST

Date August 19, 2011

INVITATION NO. RE-S-935

TO:

**REAL ESTATE DIVISION
U.S. Army Engineer District,
Mobile
Corps of Engineers
P.O. Box 2288
Mobile, Alabama 36628-0001**

12. 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 purchaser or his duly authorized representative at the address indicated in the bid.

13. Any property of the United States damaged or destroyed by a purchaser will be promptly repaired or replaced by the purchaser to the

satisfaction of the Contracting Officer, or in lieu of such repair or replacement the purchaser will, if so required by the Contracting Officer, pay to the Government money in an amount determined by the Contracting Officer to be sufficient to compensate for the loss sustained by the Government.

14. 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 Contracting Officer, who shall reduce his decision to writing, and mail, or otherwise furnish, a copy thereof to the contractor. The decision of the Contracting Officer shall be final and conclusive, unless, within 30 (thirty) days from the date of receipt of such copy, the purchaser mails, or otherwise furnishes, to the Contracting Officer a written appeal addressed to the Secretary of the Army. The decision of the Secretary, or his duly authorized representative for the determination of such appeals, shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious or arbitrary or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the purchaser shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision. This condition does not preclude consideration of questions of law in connection with those decisions; provided that nothing in this condition shall be construed as making final the decision of any administrative official, representative or board on a question of law.

15. This Contract, 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 purchaser and the Government. Such agreement shall constitute the whole contract, unless modified in writing and signed by both parties. No oral statements or representations made by, for, or ostensibly on behalf of either party shall be a part of such contract. Neither this contract, nor any interest therein, shall be transferred or assigned by the purchaser.

16. The purchaser will assume responsibility and liability for all injuries to persons or damages to property directly or indirectly due to, or arising out of, the operations of the purchaser under this contract, and the purchaser agrees to indemnify and save harmless the United States against any and all claims of whatsoever kind and nature due to, or arising out of, this contract.

17. (Officials Not to Benefit). No member of or delegate to the Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

18. (Covenant Against Contingent Fees). The purchaser warrants that he has not employed any person or agency to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or at its option to recover from the purchaser the amount of such commission, percentage, brokerage or contingent fee in

addition to the consideration herein set forth. This warranty shall not apply to commissions payable by the purchaser upon a contract secured or made through bona fide established commercial agencies maintained by the purchaser for the purpose of doing business. "Bona fide established commercial agencies" have been construed to include licensed real estate brokers engaged in the business generally.

19. Gratuities:

a. The Government may, by written notice to the purchaser, terminate the right to proceed under this contract if it is found, after notice and hearing, by the Secretary 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 awarding or amending, or the making of any determinations with respect to the performing of such contract; provided, that 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 to (1) pursue the same remedies against the purchaser as it could pursue in the event of a breach of contract 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 be not 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.

20. The Government may, by written notice to the purchaser, terminate the contract for convenience or non-compliance.

21. The purchaser will (prior to dredging operations) make arrangements with the Operations Project Manager or his representative to hold a pre-dredging conference.

NOTE: ATTENTION IS INVITED TO THE FACT THAT INTERSTATE COMMERCE ACT MAKES IT UNLAWFUL FOR ANYONE OTHER THAN THOSE DULY LICENSED UNDER THE ACT TO TRANSPORT THIS PROPERTY IN INTERSTATE COMMERCE FOR HIRE. ANYONE AIDING OR ABETTING IN SUCH VIOLATION IS A PRINCIPAL IN COMMITTING THE OFFENSE (49 U.S.C. 301-327 AND 18 U.S.C. 2).

BID

Invitation No. RE-S-935
Place Lake Sidney Lanier
Date August 19, 2011

TO: District Engineer
U. S. Army Engineer District, Mobile
Corps of Engineers
Mobile, Alabama

The undersigned _____ a
corporation existing under the State of _____ a
partnership consisting of _____ an
individual doing business as _____ of _____

(address and telephone no.) _____

hereby offers to purchase from the United States of America, subject to the terms and conditions and in accordance with the instructions to bidders contained in Invitation for Bids attached hereto and made a part hereof, any or all of the items described below for which bid prices are indicated, in consideration of the price indicated for each such item.

Item No.	Product for Sale	Quantity (No. of Units)	Unit of Measure	Price Bid per Unit (to be furnished by bidder)	Total Bid Price
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1.	SAND AND GRAVEL Approx. 1,000,000 Tons of sand and gravel located in the Chattahoochee River, 2,000 feet downstream of Belton Bridge (south of the boat ramp) to Flat Creek approx. 1 mile south of Lula Bridge, Hall Co., Georgia	1,000,000	Tons	\$ _____	\$ _____
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Enclosed is a certified check, cashier's check, or money order, payable to the FAO, USAED, Mobile/RE-C, in the amount of _____ Dollars (\$_____). This deposit shall apply on the purchase price if this bid is accepted, but it is to be returned if this bid is rejected.

By _____

(Business Address)

CERTIFICATE OF CORPORATE BIDDER

I, _____, certify that I am the _____ of the corporation named as bidder herein, that _____ who signed this bid on behalf of the bidder was then of said corporation; that said bid was duly signed for and in behalf of said corporation by authority of its government body and is within the scope of its corporate powers.

(Signature)

ACCEPTANCE BY THE GOVERNMENT

Accepted by and on behalf of the United States this _____ day of _____, 2011 as to Item's No(s) _____ for the amount shown on attached bid form.





