

**DEPARTMENT OF THE ARMY LEASE  
FOR AGRICULTURAL OR GRAZING PURPOSES  
LOCATED ON  
RIVERS PROJECT  
ST CHARLES COUNTY, MISSOURI**

**THIS LEASE**, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and \_\_\_\_\_ (**NAME**), \_\_\_\_\_ (**ADDRESS**), hereinafter referred to as the Lessee,

**WITNESSETH:**

That the Secretary, by authority of Title 10, United States Code, Section 2667, and for the consideration set forth herein, hereby leases to the Lessee the property hereinafter identified in **Exhibit "A" as \_\_\_\_\_ (LEASED AREAS LAND DESCRIPTIONS)** attached hereto and made a part hereof, hereinafter referred to as the premises, for **agricultural purposes**, and in accordance with the land use requirements identified in **Exhibit "B"**, which is attached hereto and made a part hereof.

**1. TERM**

Said premises are hereby leased for one term of **four (4) years, eight (8) months, and one (1) day**, beginning **30 April 2020 and ending 31 December 2024**, but revocable at will by the Secretary.

**2. CONSIDERATION**

**a.** As consideration for this lease, the Lessee shall pay cash rental in advance to the United States in the amount of \$ \_\_\_\_\_ for the \_\_\_\_\_ Area, payable annually, to the order of FAO, USAED, and delivered to the Chief, Real Estate Division, U.S. Army Corps of Engineers, 1222 Spruce Street, St. Louis, Missouri 63103. Such cash rental shall be offset by the value of work items, which shall be accomplished by the Lessee for the maintenance, protection, repair, restoration, and improvement of the leased premises as described in the land use regulations attached as "Exhibit B."

**b.** All rent and other payments due under the terms of this lease must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, (31 U.S.C. Section 3717). This statute requires the imposition of an interest charge for the late payment of debts owed to the United States; an administrative charge to cover the costs of processing and handling delinquent debts; and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

**i.** The United States will impose an interest charge, the amount to be

determined by law or regulation, on late payment of rent. Interest will accrue from the due date. An administrative charge to cover the cost of processing and handling each late payment will also be imposed.

ii. In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of delinquency and will continue to accrue until the debt is paid in full.

iii. All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

### 3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to \_\_\_\_\_(NAME), \_\_\_\_\_(ADDRESS) and if to the United States, to the **REAL ESTATE CONTRACTING OFFICER, ATTENTION: REAL ESTATE DIVISION, ST LOUIS DISTRICT, U.S. ARMY CORPS OF ENGINEERS, 1222 SPRUCE STREET, ST LOUIS, MO, 63103-2833** or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

### 4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "Real Estate Contracting Officer", or "said officer", include their duly authorized representatives. Any reference to "Lessee" shall include any sub-lessees, assignees, transferees, successors and their duly authorized representatives.

### 5. SUPERVISION BY THE REAL ESTATE CONTRACTING OFFICER

The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer, St Louis District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

### 6. APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

## **7. CONDITION OF PREMISES**

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representation or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs or additions thereto.

## **8. TRANSFERS AND ASSIGNMENTS**

Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the Real Estate Contracting Officer.

## **9. COST OF UTILITIES**

The Lessee shall pay the cost, as determined by the officer having immediate jurisdiction over the premises, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

## **10. PROTECTION OF PROPERTY**

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement shall be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

## **11. RENTAL ADJUSTMENT**

In the event the United States revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Where the said premises are being used for farming purposes, the

Lessee shall have the right to harvest, gather and remove such crops as may have been planted or grown on said premises, or the Real Estate Contracting Officer may require the Lessee to vacate immediately and, if funds are available, compensation will be made to the Lessee for the value of the remaining crops. Any adjustment of rent or the right to harvest, gather and remove crops shall be evidenced by a written supplemental agreement, executed by the Real Estate Contracting Officer; PROVIDED, however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this lease and in that event any remaining crops shall become property of the United States upon such revocation.

## **12. RIGHT TO ENTER AND FLOOD**

The right is reserved to the United States, its officers, agents and employees to enter upon the premises at any time and for any purposes necessary or convenient in connection with government purposes; to make inspections; to remove timber or other materials, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever, and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claims for damages on account thereof against the United States or any officer, agent or employee thereof.

## **13. INDEMNITY**

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

## **14. RESTORATION**

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate or as otherwise specified by the provisions of the condition on **RENTAL ADJUSTMENT**. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the United States without compensation therefore, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum

which may be expended by the United States after the expiration, revocation or termination of this lease in restoring the premises.

## **15. NON-DISCRIMINATION**

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin.

## **16. SUBJECT TO EASEMENTS**

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with the use of the premises by the Lessee.

## **17. SUBJECT TO MINERAL INTERESTS**

This lease is subject to all outstanding mineral interests. As to federally-owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development of Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessees operations or would be contrary to local law.

## **18. TERMINATION**

The Lessee may terminate this lease at any time by giving at least sixty (60) days' notice thereof, in writing, to the Real Estate Contracting Officer. In the case of such termination, no refund by the United States of any rental previously paid shall be made and payment in full of all rent becoming due during the period of notice will be required. In the event the effective date of termination occurs after the start of the grazing, planting or harvesting season as specified in the Land Use Requirements, any rent due for the balance of the annual term, or the rental due for the remaining term if the lease is for less than one year, shall be due and payable on or before the date of such termination.

## **19. PROHIBITED USES**

a. Certain soil conservation practices may be required by the Land Use Requirements which are identified as rental offsets. By acceptance of such offsets, the Lessee agrees that he/she will not accept any Federal or State cost-sharing payments or subsidies for the same soil conservation practices.

**b.** The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the Real Estate Contracting Officer.

## **20. PROTECTION OF NATURAL RESOURCES**

The Lessee shall use the premises in accordance with the attached Land Use Requirements and shall at all times:

**a.** Maintain the premises in good condition and free from weeds, brush, washes, gullies and other erosion which is detrimental to the value of the premises for agricultural purposes.

**b.** Cut no timber, conduct no mining operations, remove no sand, gravel or kindred substances from the premises;

**c.** Commit no waste of any kind nor in any manner substantially change the contour or condition of the premises except changes required to accomplish soil and water conservation measures as may be authorized by said officer.

## **21. DISPUTES**

**a.** Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. Sections 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

**b.** "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payment that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

**c. 1.** A claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the Real Estate Contracting Officer.

**2.** For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

- i. The claim is made in good faith;
- ii. Supporting data are accurate and complete to the best of the Lessee's knowledge and belief;
- iii. And the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

3. If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

- i. A senior company official in charge at the Lessee's location involved; or
- ii. An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Real Estate Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certification described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the Condition on **CONSIDERATION.**

h. The Lessee shall proceed diligently with performance of the lease, pending

final resolution of any request for relief, claim, appeal, or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

## **22. ENVIRONMENTAL PROTECTION**

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground and water. The Lessee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions or instructions in effect or prescribed by the said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from activities of the Lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

## **23. HISTORIC PRESERVATION**

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

## **24. SOIL AND WATER CONSERVATION**

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon the premises at the beginning of or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed in writing by the Real Estate Contracting Officer.

## **25. TAXES**

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be promptly paid by the Lessee.



If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the lease shall be renegotiated.

## **26. COVENANT AGAINST CONTINGENT FEES**

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage or contingent fees, except bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage or contingent fee.

## **27. OFFICIALS NOT TO BENEFIT**

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise there from. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

## **28. SEVERAL LESSEES**

If more than one Lessee is named in this lease, the obligations of said Lessees herein named shall be joint and several obligations.

## **29. MODIFICATIONS**

This lease contains the entire agreement between the parties hereto, and no modifications of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as other conditions of this lease.

## **30. EXECUTIVE ORDER 13658**

Any reference in this section to "prime contractor" or "contractor" shall mean the Licensee and any reference to "contract" shall refer to the license.

a. The parties expressly stipulate this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

b. Minimum Wages.

1. Each worker (as defined in 29 CFR 10.2) engaged in the performance

of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

2. The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.35 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a) (ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on [www.wdol.gov](http://www.wdol.gov) (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

3. The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

4. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

5. If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

c. Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive

Order 13658.

**d. Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

**e.** The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

**f.** Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.35 (or the minimum wage as established each January thereafter) to any worker.

**g. Payroll Records.**

**1.** The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- i.** Name, address, and social security number.
- ii.** The worker's occupation(s) or classification(s)
- iii.** The rate or rates of wages paid.
- iv.** The number of daily and weekly hours worked by each worker.
- v.** Any deductions made; and
- vi.** Total wages paid.

**2.** The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

**3.** Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting

officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

**4.** The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

**5.** Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

**h.** The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

**i.** Certification of Eligibility.

**1.** By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

**2.** No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

**3.** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**j.** Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

**1.** The employer must inform the tipped employee in advance of the use

of the tip credit;

**2.** The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

**3.** The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

**4.** The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

**k.** Anti-retaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

**l.** Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

**m.** Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made,

contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 13658 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

### **31. EXECUTIVE ORDER 13706**

Any reference in this condition to "prime contractor" or "contractor" shall mean the Grantee and any reference to "contract" shall refer to this license.

**a.** Executive Order 13706. This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

**b.** Paid Sick Leave.

**1.** The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

**2.** The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

**3.** The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

**c.** Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal

contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

**d. Contract Suspension/Contract Termination/Contractor Debarment.** In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

**e.** The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

**f.** Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

**g. Record keeping.**

**1.** Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- i.** Name, address, and Social Security number of each employee;
- ii.** The employee's occupation(s) or classification(s);
- iii.** The rate or rates of wages paid (including all pay and benefits provided);
- iv.** The number of daily and weekly hours worked;
- v.** Any deductions made;

- vi.** The total wages paid (including all pay and benefits provided) each pay period;
- vii.** A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- viii.** A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- ix.** Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- x.** A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- xi.** Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- xii.** Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- xiii.** The relevant covered contract;
- xiv.** The regular pay and benefits provided to an employee for each use of paid sick leave; and
- xv.** Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

**2. i.** If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

**ii.** If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or

**iii.** The contractor must keep records or other proof of the



verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

**3.** In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

**4. i.** Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

**ii.** If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

**iii.** The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)

**iv.** (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

**5.** The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

**6.** Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the

Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

**h.** The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

**i.** Certification of Eligibility.

**1.** By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

**2.** No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

**3.** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**j.** Interference/Discrimination.

**1.** A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

**2.** A contractor may not discharge or in any other manner discriminate against any employee for:

- i.** Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;
- ii.** Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and

29 CFR part 13;

- iii. Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or
- iv. Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

## **32. DISCLAIMER**

This lease is effective only insofar as the rights of the United States in the premises are concerned. The Lessee shall obtain any permit or license which may be required by Federal, state or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC Section 403), and Section 404 of the Clean Waters Act (33 USC Section 1344).

**THIS LEASE** is not subject to Title 10, United States Code, Section 2662, as amended.

**IN WITNESS WHEREOF**, I have hereunto set my hand by authority of the Secretary of the Army, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**U.S. ARMY CORPS OF ENGINEERS**

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**Melissa Lynn Hoerner**  
Chief, Real Estate Division  
Real Estate Contracting Officer

**THIS LEASE**, is also executed by the Lessee this \_\_\_\_ day of \_\_\_\_\_, 2020.

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**(GRANTEE SIGNATURE)**  
**Name:**

**EXHIBIT A**

**(MAPS)**

**EXHIBIT “B”**  
**RIVERS PROJECT, MISSOURI**  
**LAND USE REQUIREMENTS**  
**EXHIBIT “A”**  
**GENERAL REQUIREMENTS**

**1. General:**

a. The Government, in striving to manage and protect environmental features on project lands has developed the following Land Use Requirements. These requirements incorporate concepts of good land management and wildlife protection to promote sustained benefits to users of project lands.

b. The Lessee agrees to furnish all equipment and labor and to conduct all farming operations in accordance with the lease, and the land use practices set forth herein. All operations shall be accomplished in a timely manner without further notice and at no expense to the Government unless otherwise provided.

c. The Lessee agrees to conduct all farming operations in accordance with the land use practices set forth herein and in accordance with the crop rotation plan attached hereto and made a part hereof; provided, however, that the crop rotation plan may be modified by the Engineer upon application of the lessee, in the event of crop failure, or other unusual circumstances warranting such modification. Approval of requested modifications will be dependent on the requirements of the project and the Food Security Act of 1985.

**2. Leases issued as a result of this NOA will contain the following conditions:**

a. The Rivers Project Office will be notified prior to the start of any farming operations.

b. The Lessee shall be required to adhere to the following crop rotation schedules, as indicated in the descriptions of items for lease:

SCHEDULE A	SCHEDULE B
2020 - Corn	2020 - Soybeans
2021 – Soybeans	2021 – Corn
2022 - Fallow	2022 - Soybeans
2023 – Fallow	2023 – Corn
2024 - Fallow	2024 – Soybeans

c. A 30-foot wide buffer strip will be left around the edge of all Army Corps property boundaries. Buffer strips will be identified in the field, if requested by the

lessee, by staking by Rivers Project personnel; or if the Project Office decides staking is necessary to prevent over cropping. The buffer strips will not be disturbed by tillage, turning, travel or handling of pesticides, herbicides, fuel, oil, etc. The Lessee will mow all fescue buffer strips once each year between August 1 and September 1 and may be baled for hay by the Lessee if so desired. Any buffers converted to warm season grasses will not be mowed.

**d.** The Lessee will furnish and apply the following:

**i.** During the first year of the lease, the Lessee will have a soil test performed on all crop and hay fields at their expense. A copy will be provided to the Operations Manager or his representative. The specified amount of fertilizer will be applied each year the lease is in effect. The Operations Manager will be notified at least 24 hours prior to the application of fertilizer in order that inspection may be scheduled. Weight receipts for fertilizer, for each individual field, will be provided to the Rivers Project Office within two (2) weeks after each application has been completed. The Lessee may inspect lease maps that are available for your information prior to bidding at the Rivers Project Office. Any existing buffer strips around the perimeter of lease fields are excluded from the above fertilizer requirements, and are so reflected in the acreages given for each parcel.

**ii.** With prior written approval of the Operations Manager, the Lessee may furnish and apply all lime required to build and maintain the soil to levels specified by the soil test. The Operations Manager or his representative will be notified at least 24 hours prior to the application of lime so that inspection of the work may be scheduled. Weight receipts for lime will be provided to the Government within two (2) weeks after application has been completed.

**e.** Five (5%) percent of the featured crop in each unit will be left standing, unharvested, each year as directed by the Rivers Project Office. The Lessee must contact the Rivers Project Office at least one week prior to harvest for directions on where to leave the 5%. During the year(s) in which corn is planted, it may be conventionally harvested as mature corn, or chopped for silage.

**f.** All two of the lease units being advertised contain the 8 in-kind services listed below. Please note: Applicants will be chosen based upon the highest bidder and the bidder's willingness to provide the most in-kind services identified in this Land Use Requirement. All applicants shall pay cash rental in advance to the United States for the first year of the lease, being fair market value of the lease, and thereafter, annually by January 1, the Lessee shall provide in-kind services that applicant selected from the list below with your initial bid offer.

**1.** Leave \_\_% of crop standing and un-harvested. (This amount is in addition to the 5% mentioned above).

2. Apply Plateau herbicide at the direction of COE to grassland restoration plots (Herbicide provided by Gov't, specify acreage)  
Acres: \_\_\_\_\_
3. Disk field west of Wise Rd and north of the power-line each fall (approximately 70 acres).
4. Seed drilling field west of Wise Rd and north of the power-line each fall and leave standing (approximately 70 acres) – seed will be at the expense of Rivers Project Office.
5. Disk field downstream of Melvin Price Spillway each fall (approximately 18 acres).
6. Seed drilling field downstream of Melvin Price Spillway each fall (approximately 18 acres) – seed will be at the expense of Rivers Project Office.
7. Mow prairie restoration sites during June at 8" height at the direction of the Gov't (Use of a brush hog/rotary cutter). Specify number of acres: \_\_\_\_\_
8. Mow prairie restoration sites during August at 8" height at the direction of the Gov't. (Use of a brush hog/rotary cutter). Specify number of acres: \_\_\_\_\_

g. There will be no fall tillage on leased acres. Spring soil disturbance may not occur until March 1<sup>st</sup>.

h. Any chemicals utilized by the Lessee on the lease area must be coordinated with and have prior approval of the Operations Manager before application is made. **The Lessee will submit a pre-use form (See Appendix A) by pre-work conference of each year of all pesticides that maybe used on the lease area in the following year. Note: Each pesticide use request must have the following information attached to pre-use request and must have the following attached to pre-use form: photocopies of pesticide applicator's license, material safety data sheet (MSDS) and manufacturer's label. Note: In the first year of the lease this list must be submitted at the pre-work conference.** Chemicals without proper label clearance will not be permitted for use. Receipts for chemicals will be turned into the Rivers Project Office within two (2) weeks after application has been completed. Lessee must fill out a pesticide report for each type of chemical used if the Lessee has more than one lease, a separate report must be filled out for each lease. The report will be turned into the Rivers Project Office within two (2) weeks after the application of the pesticides has been completed. The following information is to be included: Pesticide trade name, EPA class, EPA registration number, the target pest, location where applied (Red School Road, Unit \_\_), the total estimated amount used (gallons) and the total estimated acreage. The report to be used is included in **Appendix B**.

Prior to application of any chemical, the Lessee will contact the Operations Manager. The Lessee, accompanied by the Operations Manager or his representative, will inspect the area. If chemical treatment is needed, the Lessee and Operations Manager will discuss the chemicals to be used, the rate, and



method of application. Prior to the day of application of the chemicals, the Lessee will contact the Operations Manager who will have the option of being present when the chemical is mixed and applied.

i. All crop residue and grain lost during harvesting operations will be left in the field.

j. No livestock will be permitted on leased sites.

k. There will be no plowing, disking or other soil disturbance to any existing man-made waterway. Each existing grass waterway within the leased area will be mowed when the buffer strips are mowed between August 1 and September 1.

l. Access to all fields is the responsibility of the respective Lessee if public access is not available. Access across public lands will be by routes designated by the Operations Manager or his authorized representative. Repair, improvement or widening of existing agricultural-lease access roads or trails will be reported to and coordinated with the Operations Manager prior to initiating any such work. Field access roadways will not be widened by the Rivers Project Office beyond their existing widths at the time of bid acceptance.

m. Any foreign materials generated by this lease, such as seed and fertilizer bags, herbicide containers, etc., will be removed immediately from leased property. All farming equipment will be promptly removed after farming operations are completed.

n. All farming operations, both tillage and fertilization will be in accordance with accepted soil conservation practices to prevent excessive soil erosion, compaction or rutting.

o. In the event problems occur due to public use of the leased area, the lessee will contact the Operations Manager to arrive at a mutually agreeable solution.

p. Any violation of the lease terms or use of the leased area for other than purposes authorized by the lease agreement may result in revocation of the lease.

q. Government keys issued to the Lessee will be turned in when the lease agreement has expired to the Government's key control officer. If any key(s) are lost and/or not returned, a fee of \$500.00 will be assessed to the lessee. The Lessee shall NOT reproduce keys. The key control officer may inventory keys at any time.

r. A quality food plot is expected and the following requirements must be met. All foodplot seed, fertilizer, and chemical will be purchased by the Lessee. Wild game sorghum will be used in any foodplots less than 1 acre in size. Roundup Ready Corn, soybeans, or wild game sorghum may be used in any foodplot over 1 acre in size. Contractor will apply chemical herbicide(s) to all food plots for control of both broadleaves and grasses common to the Rivers Project area. Fertilizer in the following

quantities and analysis or their equivalent will be applied to all wildlife food plots in between disking's:

46-0-0 - 150 lbs. per acre

0-46-0 - 125 lbs. per acre

0-0-60- 80 lbs. per acre

### **3. Restoration of Field Accesses:**

When the Operations Manager has determined that access to a leased area has deteriorated to a point it hinders the lessee from entering the leasehold, the Lessee may be required to restore that portion of the access within the leased area. In-kind services may be available if written approval is obtained from the Operations Manager prior to starting. The written approval must be signed by the Operations Manager and agreed to by the Lessee and shall include the location of the access indicated on a map, details as to what restoration is to be done and the materials required. The written approval must be submitted with the request for in-kind services in accordance with paragraph 5 below.

### **4. Additional Maintenance, Repair, Protection and Restoration:**

**When it is determined to be in the interest of the Government to carry out additional work requirements including, but not limited to, soil and water conservation, fertilizer applications, and wildlife habitat improvements**, the Lessee may be reimbursed for a portion of the costs of the in-kind services in lieu of cash rental to the Government as provided in the lease. Prior to proceeding with the work, any such agreement will be reduced to writing in the form of a supplemental agreement to the lease, unless otherwise provided for in these requirements. Detailed cost estimates for the work to be performed must be included in the supplemental agreement. **Generally the Lessee will furnish labor, equipment and materials and will be reimbursed through in-kind services for cost approved by the Operations Manager as stated in paragraph 5 below.**

### **5. Procedures for In-Kind Services to Insure Credit for Work Performed:**

a. The Lessee must obtain written approval from the Operations Manager prior to starting any in-kind services. The written approval must be signed by the Operations Manager and agreed to by the Lessee.

b. The Lessee shall perform the applicable work requirements in accordance with the provisions and schedules set forth, and when completed, the Lessee shall submit a request to the Operations Manager for the in-kind services due under said provisions. The request shall include a statement prepared and signed by the Lessee of the work performed, including an itemized list of the materials used and incorporated. The request shall be accompanied by a set of original invoices, which have been marked "paid" and signed by the vendor, to cover all materials and services. **The request must also include a copy of the written approval signed by the Operations Manager**

**authorizing the work performed.** All discrepancies between the invoices and the itemized list, such as minor non-returnable materials, left over and returned items must be explained.

c. The request for in-kind services along with the receipted original invoices must be submitted within 30 days after completion of the work to facilitate inspection by project personnel. Requests for in-kind services submitted to the Operations Manager more than 30 days after the completion of the work must be accompanied by a statement explaining the delay. The Operations Manager must sign the statement attesting to the validity of the delay. If such a statement does not accompany the late request for in-kind services, it will be returned unprocessed. The Operations Manager or his representative will verify that the work is satisfactory and then forward the request to the Real Estate Division recommending that in-kind services be allowed.

## **6. Land Use Requirements Violations:**

In the event the lessee violates one or more of the Land Use Requirements contained herein the Lessee will pay the Government upon demand \$100 administrative costs plus actual cost, in satisfaction of liquidated damages, an amount to be documented by the said officer and a bill for same will be presented to the Lessee.

## **7. Bid Items**

St. Charles County, West Alton, Missouri

Item #	Description of Lease Fields	Approximate Acreage
1	Red School Road Tract. 3 miles East of West Alton. Approx. 61.2 acres tillable. Requires crop rotation schedule A.	61.2
2	Powerline Tract, approx. 1.5 miles Northeast of West Alton. Approx. 35.1 tillable acres, Bordered by US 67 on the West end, bordered by Orton Rd on the East end. Requires crop rotation schedule B.	35.1

**BID ITEM #1**



Red School Road Tract Ag Lease – 62.1 tillable acres

**BID ITEM #2**



Power-line Tract Ag Lease – 35.1 tillable acres

**APPENDIX "A"**

**U. S. ARMY CORPS OF ENGINEERS  
ST. LOUIS  
RIVERS PROJECT OFFICE  
CHEMICAL USAGE WORK SHEET**

**PRE-USE PESTICIDE APPLICATION FORM**

CONTRACT / LEASE NO. DACW43-\_\_\_\_\_ TRACT NO. \_\_\_\_\_

CONTRACTOR/LESSEE \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST \_\_\_\_\_  
Phone \_\_\_\_\_

APPLICATOR'S NAME \_\_\_\_\_ STATE LICENSE NO. \_\_\_\_\_  
Address: \_\_\_\_\_ Category Title: \_\_\_\_\_  
City: \_\_\_\_\_ ST \_\_\_\_\_ Date of Expiration: \_\_\_\_\_  
Phone: \_\_\_\_\_

TARGET PEST \_\_\_\_\_

DESCRIPTION OF TREATED AREA \_\_\_\_\_

PESTICIDES (TRADE NAME) \_\_\_\_\_

FORM APPLIED \_\_\_\_\_

ACTIVE INGREDIENTS \_\_\_\_\_  
\_\_\_\_\_

EPA REGISTRATION \_\_\_\_\_ EPA CLASSIFICATION \_\_\_\_\_  
(SINGLE WORD)

ADDITIONAL REMARKS \_\_\_\_\_  
\_\_\_\_\_

DISAPPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Operations Manager

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
Operations Manager

**\*Pesticides must be approved by the Rivers Project Office before pesticides are applied.**

**APPENDIX "B"**  
**ANNUAL PEST CONTROL PLAN**

**ANTICIPATED USAGE  
REPORT**

**ACTUAL USAGE  
REPORT**

**FIELD OFFICE:** \_\_\_\_\_

**DISTRICT:** \_\_\_\_\_

**CALENDAR YEAR:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PAGE:** \_\_\_\_\_

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET  
PEST:**

**LOCATION  
DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

**TOTAL ESTIMATED  
ACREAGE:**

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET PEST:**

**LOCATION  
DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

**TOTAL ESTIMATED  
ACREAGE:**

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET PEST:**

**LOCATION  
DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

**TOTAL ESTIMATED  
ACREAGE:**

=====

**PESTICIDE TRADE  
NAME:**

**EPA CLASS:**

**EPA REGISTRATION NO:**

\_\_\_\_\_  
\_\_\_\_\_  
**TARGET PEST:**

**LOCATION  
DESCRIPTION:**

**TOTAL ESTIMATED  
QUANTITY:**

**TOTAL ESTIMATED  
ACREAGE:**

