

**INVITATION TO BID 18/19-020 WLR
GAR POND #4 TIMBER SALE**

Suwannee River Water Management District (SRWMD or Owner) invites you to participate in the bidding process for timber on the property as described below:

Tract Name & Sale #:	GAR POND #4 TIMBER SALE
Owner:	Suwannee River Water Management District
County/State:	Columbia County, Florida
Section/Township/Range:	Parts of Sections 17 & 18, T 2 South, R 16 East
Acreage (approximate):	93 acres
Timber Type and Age:	24-year-old planted Slash Pine and natural hardwood
Type of Harvest:	This sale consists of two areas. Sale Area 1 is a 73-acre clear-cut with chipping . Sale Area 2 is a 20-acre logger select unmarked pine thinning leaving 40 square feet of basal area per acre. Chipping of all non-merchantable tops, non-merchantable pine, and non-merchantable hardwood is required for this sale. The District Project Manager will routinely make an assessment of the timber harvest to ensure the objectives are being met.
Access and Boundaries:	Access is via the Gar Pond Tract entrance located beside the Agriculture inspection station on U.S. Highway 41. The harvest boundaries shown on the map and marked with flagging where necessary. Gate Combination: 1-0-0-1
Contract Information:	Per Unit Rates pay as cut sale for pine and hardwood timber. Governing Board approval meeting – May 14, 2019 Contract Length – 12 months Advance Payment - \$10,000 Damage Deposit - \$10,000
Bid #: Bid Opening Date & Time:	ITB 18/19-020 WLR April 23, 2019; 11:00 AM (All bids will be opened immediately thereafter.)
Sealed Bids will be received by:	Suwannee River Water Management District Pennie Flickinger
LOCATION:	9225 CR 49 Live Oak, Florida 32060

Only those bids made on the enclosed Timber Sale Bid Form will be accepted. **The Form must be filled out completely to be considered.** If you need assistance, please call Steve Carpenter, SRWMD, at 386.362.1001 or 800.226.1066 (FL only).

Delivery of Bid: Bidders are required to complete and submit one (1) original Bid Response Form. Bid form shall be sent in one envelope to:

Pennie Flickinger, Business Resource Specialist III
Suwannee River Water Management District
9225 CR 49
Live Oak, Florida 32060 Phone: 386.362.1001 or 386.647.3120

Bids are due at the above address prior to 11:00 a.m. April 23, 2019. Bids received after this time,

for any reason, will be rejected.

Responses must be hard copy. **Please note: FAX or email transmittals will not be accepted.** All responses shall be submitted in a sealed envelope with the invitation number (ITB 18/19-020 WLR) and opening time and date clearly marked in large, bold, and/or colored lettering. Responses delivered in an envelope not properly marked with the Bid number and Bid opening date and time that are inadvertently opened by District personnel will not be considered.

The bid shall be hand-delivered or mailed. No common carrier guarantees next-day delivery to District headquarters.

SUMMARIZED TERMS OF THE TIMBER CONTRACT ARE AS FOLLOWS:

1. **TIMBER SALE OVERSIGHT:** PURCHASER shall report the commencement, any interruption, recommencement, or completion of harvest operations by telephone or e-mail to the DISTRICT PROJECT MANAGER at least twenty-four (24) hours prior to such.
2. **SPECIES OF TIMBER SOLD:** Planted slash pine and natural hardwood within the sale boundaries.
3. **TERM:** The term of this Timber Cutting Contract shall be **12 months** from contract execution.
4. **TYPE OF HARVEST:** This sale consists of two areas. Sale Area 1 is a 73-acre clear-cut with **chipping**. Sale Area 2 is a 20-acre logger select unmarked pine thinning leaving 40 square feet of basal area per acre of the best quality trees. **Chipping of all non-merchantable tops, non-merchantable pine, and non-merchantable hardwood is required for this sale.** The District Project Manager will routinely make an assessment of the timber harvest to ensure the objectives are being met.
5. **PRODUCT UTILIZATION:** PURCHASER shall harvest and fully use, to the extent practical, all trees conveyed in this offering. All timber shall be measured in tons (one ton equals 2,000 pounds).
6. **TITLE TO TIMBER:** Title to the timber shall pass from OWNER to PURCHASER only when the tree has been severed from the stump.
7. **PAYMENTS:** Advance Payment of \$10,000 from PURCHASER is required under this Contract at closing. Weekly settlements will be calculated in this manner: Credits will be made against the Advance Payment at 100% of the weekly gross harvest. When the Advance Payment is fully utilized, PURCHASER shall make payments to OWNER.
8. **LOAD SECURITY TICKETS:** DISTRICT PROJECT MANAGER shall provide PURCHASER with three-part Load Security Tickets and Timber Sale Accountability Log, which shall be used by PURCHASER, according to instructions, to provide security for the timber harvested.
9. **DAMAGE DEPOSIT:** PURCHASER shall deposit \$10,000 with OWNER, which amount shall be held by OWNER in escrow without interest, as a damage and security deposit to assure fulfillment by PURCHASER of PURCHASER'S obligations. A value of \$2,000 each will be subtracted from the damages deposit if any damage to the state champion

Hercules Club tree or the well site as shown on the attached map is assessed by the Project Manager.

10. **ROAD RESPONSIBILITIES** - PURCHASER will be responsible for roads and road maintenance. Haul routes and road conditions can be inspected at the bidder's convenience. The sale area can be accessed directly as shown on the attached map. All haul routes must be maintained and remain open to public use during operations. PURCHASER will return the roads to their pre-harvest condition or better upon completion of harvest at PURCHASER'S expense.

In some areas the brush in the ditches must be mowed or chipped (not pushed) in order to access the pine stands. The widening of the roads beyond existing ditches will not be permitted. If overhanging tree limbs restrict hauling, they may be pruned as instructed by the DISTRICT PROJECT MANAGER.

11. **BEST MANAGEMENT PRACTICES, LISTED SPECIES AND OTHER ITEMS:**

- a) PURCHASER hereby agrees to use good forestry practices and further agrees to abide by the Best Management Practices (BMP's) as outlined in the Florida Forest Service publication, Silviculture Best Management Practices, as well as other requirements of the State of Florida. PURCHASER shall have up to 30 days after the expiration of this Contract, but no more than 45 days, after the completion of all logging (whichever date is earlier) to bring the tract into full compliance with all the terms of this Contract, including the completion of necessary BMP work. OWNER may, at its discretion, extend this period of time due to excessive wet-weather conditions. Damages arising out of the failure to exercise BMP's shall be limited to the expenses incurred by any party which carries out remedial measures reasonably required to bring the site in question into compliance with the applicable BMP's as set out above.
- b) Come Clean, Leave Clean - Non-native, invasive plant infestations are found throughout the United States. PURCHASER may unknowingly import noxious plant material from outside areas or take plant material off OWNER's property and infest other locales. All road materials and equipment used on OWNER's property, including road maintenance equipment, timber harvest equipment, site preparation equipment, ATVs, or trucks, must be free of invasive plant material before entering District lands. OWNER's PROJECT MANAGERS are required to inspect each piece of equipment before or during operations on OWNER's property. If PURCHASER is to perform work within 30 yards of a non-native, invasive-plant infestation, the OWNER's representative is required to inspect the equipment before it leaves OWNER's property. District will designate cleaning areas on each tract for PURCHASER to clean their equipment, if necessary; OWNER is responsible for monitoring the cleaning areas for new infestations.
- c) Ecological Issues – **The state champion Hercules Club tree is in the southwest corner of Sale Area 1. The tree is flagged and is to be protected from damage during the harvest operations. A value of \$2,000 will be subtracted from the damage deposit if the Project Manager assess damage.** OWNER has no knowledge of the presence of threatened, endangered and protected species on the area on which the Timber is located or over which PURCHASER must transport the

Timber, or OWNER has indicated to PURCHASER the presence and location of said species to the best of OWNER's knowledge as shown on the "Project Map". OWNER does not warrant that such threatened, endangered, or protected species are not present, and PURCHASER is advised that nothing in this Contract relieves PURCHASER of its responsibility to act within the law should the presence of such threatened, endangered, or protected species become known to PURCHASER or to any other party who advises PURCHASER of the presence of such species. ("...to the knowledge of OWNER..." shall only include to the knowledge of Steve Carpenter, or a specified DISTRICT PROJECT MANAGER). PURCHASER AND PURCHASER's LOGGER shall use caution and shall avoid running over gopher tortoises or gopher tortoise burrows encountered on the tract or as shown on the map. OWNER may flag out areas with rare species and remove the area(s) from the sale area if these species are found during harvest operations.

- d) Equipment Fluids – PURCHASER must follow all local, state and federal regulations as they relate to fluids, chemicals, oils, lubrications, their containers and other equipment wastes; wash and service equipment away from any area that may create a water quality hazard following Florida Silviculture BMPs; clean up and contain fuel and oil spills immediately; comply with state and federal regulations when reporting spills (discharges); and report any fuel, oil, chemical or hazardous waste discharge to the DISTRICT PROJECT MANAGER immediately. Discharges must be reported by the PURCHASER in less than 24 hours to the Florida Department of Environmental Protection (DEP) State Warning Point (800-320-0519). If the discharge threatens or enters waters of the State, the PURCHASER must notify the National Response Center (800-424-8802) within 1 hour of the discharge. Within 7 days the PURCHASER must submit the required Discharge Report Form to DEP Bureau of Emergency Response. Under Florida Law and Federal Law PURCHASER may be subject to penalties because of a discharge itself and if the PURCHASER fails to report the discharge. PURCHASER will be responsible for all requirements and costs associated with the cleanup of discharged pollutants or other hazardous chemicals.
- e) Recreation Concerns – PURCHASER hereby acknowledges and understands that public recreation may occur during the harvest, and public safety will take precedence over all harvest operations. PURCHASER will maintain and secure equipment when not operating. During operations PURCHASER will maintain safe distance from the general public at all times. Harvest equipment, vehicles, and personnel will not damage or unnecessary block access to roads, trails, or District facilities. Lands titled to the District are managed under a multiple-use policy that emphasizes water resource protection, maintenance and restoration of the land's natural state and condition, and provisions for public access and recreation within those lands. District lands will remain open to the general public during operations unless otherwise indicated by the District in writing.

12. INSURANCE REQUIREMENTS - If awarded, the PURCHASER shall provide insurance as follows:

- (a) PURCHASER will purchase and maintain all insurance necessary to protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational

sickness or disease, or death of its employees, including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from PURCHASER'S operations under this Contract, whether those operations be by the PURCHASER or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

(b) This insurance shall be written for not less than any limits of liability specified in this Contract or required by law, whichever is greater, and shall include contractual liability insurance. The limits of liability for insurance shall be as follows:

- (i) For workers' compensation insurance, the limits shall be as required by law;
- (ii) For motor vehicular liability insurance, the limits shall be for not less than \$500,000 combined single limit;
- (iii) For general liability insurance, the limits shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

(c) Before starting the work, PURCHASER will file with the District certificate(s) of insurance, acceptable to the District, providing evidence that PURCHASER has in full force and effect the insurance required herein with insurers authorized to do business in the State of Florida. These certificate(s) shall contain provision(s) that provide, without limitation, the following:

- (i) Name the District as a named or additional insured without waiving any defense of sovereign immunity or increasing the limits of District's liability in excess of the statutory cap provided under Section 768.28, Florida Statutes.
- (ii) The coverage afforded under the policies will not be cancelled or materially changed until at least 30 days prior written notice has been given to the District.

ADDITIONAL INFORMATION

HARVEST PLAN - This sale consists of two areas. Sale Area 1 is a 73-acre clear-cut with chipping. Sale Area 2 is a 20-acre logger select unmarked pine thinning leaving 40 square feet of basal area per acre of the best quality trees. **Chipping of all non-merchantable tops, non-merchantable pine, and non-merchantable hardwood is required for this sale.** The District Project Manager will routinely make an assessment of the timber harvest to ensure the objectives are being met. Trees marked with yellow bands or District boundary signs will not be harvested.

A state champion Hercules Club tree is in the southwest corner of Sale Area 1. The tree is flagged and is to be protected from damage during the harvest operations. A value of \$2,000 will be subtracted from the damage deposit if the Project Manager assesses damage to the tree caused by harvest operations.

A well site located in Sale Area 1 as shown on the attached map must be protected from any damage during harvest operations . A value of \$2,000 will be subtracted from the damage deposit if the Project Manager assesses damage to the well caused by harvest operations.

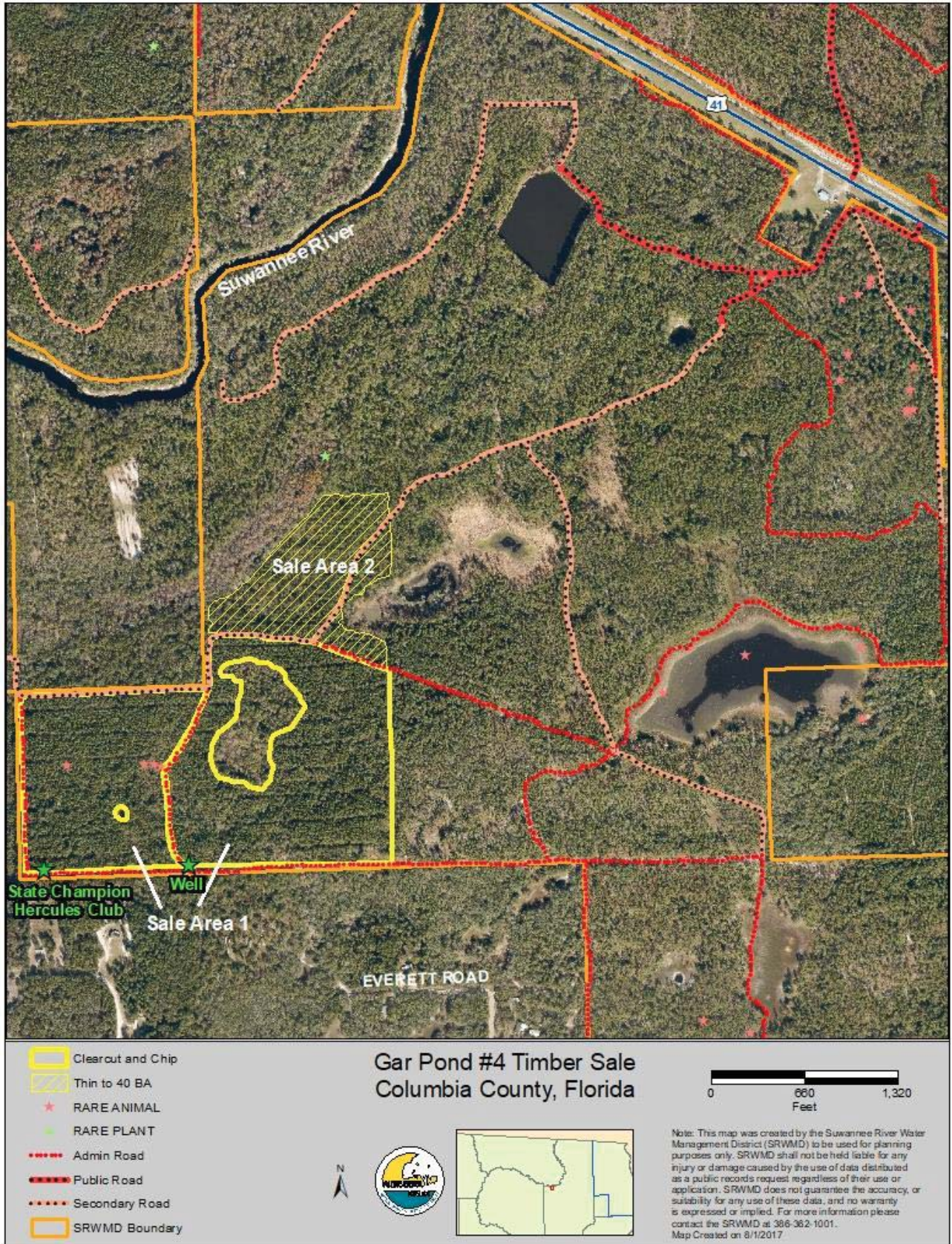
All haul routes must be maintained and remain open for public use during operations. PURCHASER will return the roads to their pre-harvest condition or better upon completion of harvest at PURCHASER'S expense. This may require grading and filling holes with clean fill or limerock as currently exist on the road and approved by District.

The widening of the roads beyond existing ditches will not be permitted. If trees are in the way of logging access, they must be cut off at ground line and removed into the stand. If overhanging tree limbs restrict hauling, they may be pruned as instructed by the DISTRICT PROJECT MANAGER. PURCHASER.

The District reserves the right to stop harvesting if the logging crew does not comply with harvest plans as interpreted by DISTRICT PROJECT MANAGER. Failure to follow the Harvest Plan may result in removal of logging crew by District.

1. **STUMPAGE PRICES** - Contract will include the stumpage prices and timber specifications supplied by the buyer on the Bid Form for purposes of compensation.
2. **PRE-HARVEST MEETING** – Prior to the harvest operation, a pre-harvest meeting with the successful bidder and his logger will be held. This is a mandatory meeting, and logging will not commence until this meeting takes place. This meeting will cover the Harvest Plan, “Come clean, Leave clean practices, BMP’s, logging decks, product utilization, ecological concerns, aesthetics, timber security, and other pertinent issues.
3. **MASTER LOGGER** - The logger harvesting the timber must be a Master Logger with current certification. The Master Logger must be routinely available on site during operations.
4. **RIGHT OF REFUSAL** - The right to refuse any and all bids is reserved.
5. **BUYER RESPONSIBILITIES** – Buyer will pay for any documentary stamps or surtax required for the sale.
6. **CONTRACT** - Prospective bidders are advised that the District will provide the contract for purchase of this timber. This contract is available for review from the Suwannee River Water Management District.
7. **WINNING BIDDER** - **The District will not advertise estimated harvest volumes prior to the bid opening.** All bidders should satisfy themselves as to the quantity and quality of timber offered in this sale before bidding. Bid comparisons will be made using the total sale value as determined by the District’s estimated product volumes during the bid opening. The bidder with the highest total sale value will be the winning bidder. The winning bidder will have to confirm in the contract the specifications for all products to be harvested. The bidders will be notified of the bid calculations by April 24, 2019. At that time, a recommendation will be prepared for the Governing Board to be considered at the May 14, 2019 meeting, requesting authorization to enter into a contract. The winning bidder will be expected to enter into a firm contract within 10 days of award of bid.
8. **INSPECTION** - The timber sale area can be inspected and cruised at the bidder's convenience and can be accessed from the Gar Pond Tract entrance located beside the Agriculture Inspection Station on U. S. Highway 41 North in Columbia County.
Combination is 1-0-0-1.

SRWMD ITB 18/19-020 WLR
 Notice of Timber for Sale – Gar Pond #4 Timber Sale



Invitation to Bid 18/19-020 WLR
Suwanee River Water Management District
Gar Pond #4 Timber Sale

April 23, 2019 at 11:00 a.m. EST

Bidder Information:

Name of Company: _____
 Company Representative: _____
 Signature: _____
 Phone #: _____
 E-mail: _____
 Address: _____
 City, State, Zip: _____
 Federal Employer’s Identification (FEID): _____
 Date: _____
 Logger: _____
 Is Logger a Master Logger: YES NO Cert. # _____

	BID \$/TON	DBH RANGE	TOP DIAMETER	MINIMUM LENGTH
*Pine Pulpwood				
*Pine Chip-N-Saw				
*Pine Topwood				
*Hardwood and Chips				

* Used in bid calculation workups.

Comments or Additional Information:

Minority Vender (office use only) Yes No Classification _____