SUWANNEE COUNTY SCHOOL DISTRICT



1729 Walker Avenue, SW, Suite 200 • Live Oak, Florida 32064 Telephone: (386) 647-4600 • Fax: (386) 364-2635 www.suwannee.k12.fl.us

TED L. ROUSH

Superintendent of Schools

"Suwannee County School District will be a system of excellence ensuring all students are prepared for personal success."

JERRY TAYLOR DISTRICT 1

CATHERINE CASON DISTRICT 2

> TIM ALCORN DISTRICT 3

ED DA SILVA DISTRICT 4

RONALD WHITE DISTRICT 5

LEONARD J. DIETZEN, III BOARD ATTORNEY

October 9, 2018

Mr. Trey Byrd T. W. Byrd's Sons, Inc. 11860 E US 27 Branford, FL 32008

Dear Mr. Byrd:

I am pleased to notify you that the Suwannee County School Board approved in its Special Board Meeting on October 9, 2018, for the District to award Bid #19-202 Timber Sale to T. W. Byrd's Sons, Inc.

The bid was awarded to T. W. Byrd's Sons, Inc. based upon the lump sum price of \$79,290. Please refer to the Terms of the Timber Sale which are enclosed for the District's requirements in advance of harvesting.

Additionally, please submit your acceptance of the award to me no later than October 19, 2018. This acceptance may be submitted via U.S. mail or by email to my attention at vickie.depratter@suwannee.k12.fl.us.

Should you have any questions, please contact me at 386-647-4609.

Sincerely,

Vickie Music DePratter, CPA

Chief Financial Officer

/vmd

Enclosure

BID #19-202 NOTICE OF TIMBER FOR SALE

The Suwannee County School Board, Suwannee FFA Chapter Forestry Program, invites you to participate in the bidding process for timber on the property as described below and identified on the accompanying map:

| Tract Name: | Suwannee Chapter FFA |
|---|---|
| Owner: | Suwannee FFA Chapter through Suwannee |
| | County School Board |
| County / State: | Suwannee County, Florida |
| Section / Township / Range: | Parcel Number: 36-02S-11E-1123500.0000 |
| Acreage to be Harvested: | Approximately 38 acres |
| Timber Type and Age: | Planted slash pine trees - 19 years old |
| Type of Harvest: | Clear cut |
| Boundaries Marked: | The harvest boundaries are all marked with |
| | orange flagging tape. |
| Bid Date: | September 21, 2018 |
| | 2:00 PM (All bids will be opened immediately |
| | thereafter.) |
| Bid Type: | Bids are requested to be submitted in lump |
| | sum, as well as priced per ton; additionally, an |
| | alternate price is requested for land clearing to |
| | prepare the site for reforestation. THE |
| | BOARD RESERVES THE RIGHT TO |
| | AWARD THE BID BY EITHER LUMP SUM |
| | OR PRICE PER TON, AS WELL AS |
| | RESERVES THE RIGHT TO REJECT ANY |
| | AND ALL OFFERS. |
| Sealed Bids will be received by: | Vickie M. DePratter, Chief Financial Officer |
| Bids must be clearly marked Bid #19-202 | Suwannee County School Board |
| and submitted to: | 1729 Walker Avenue SW, Suite 200 |
| | Live Oak, FL 32064 |

Only those bids made on the enclosed **Timber Sale Bid Form** will be accepted. The Form must be completed in its entirety.

If you need assistance regarding tract specifics, contact Walter Brown, FFA Forestry Advisory Committee Chairman, at 386-590-2022.

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SUMMARIZED TERMS OF THE TIMBER SALE ARE AS FOLLOWS:

- 1. OWNER'S REPRESENTATIVE: Mr. Walter Brown, is hereby designated as the Owner's Representative for purposes of providing information and compliance with the provisions of this harvesting operations and settlement.
- 2. SPECIES OF TIMBER SOLD: Planted slash pine
- 3. TERM: The term of this Timber Cutting award shall be ninety (90) days from award date.
- 4. TYPE OF HARVEST: Clear cut
- 5. PRODUCT UTILIZATION: Purchaser shall harvest and fully use, where practical, all trees conveyed in this offering. All timber shall be measured in tons (one ton equals 2,000 pounds). Lump sum offers are also requested to be provided.
- 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: Weekly settlements and payments shall be made from Purchaser to Owner.
- 8. LOAD SECURITY TICKETS: Purchaser shall provide load security tickets to Owner with each weekly settlement.
- 9. DAMAGE DEPOSIT: Purchaser shall deposit \$5,000 with the Board, which amount shall be held in escrow without interest as a damage and security deposit to assure fulfillment by Purchaser of Purchaser's obligations.
- 10. 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 agreement, 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:
 - 1. For workers' compensation insurance, the limits shall be as required by law;
 - 2. For motor vehicular liability insurance, the limits shall be for not less than \$500,000 combined single limit;
 - 3. 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 Board certificate(s) of insurance, acceptable to the Board, 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:
 - 1. Name the Board as a named or additional insured without waiving any defense of sovereign immunity or increasing the limits of Board's liability in excess of the statutory cap provided under Section 768.28, Florida Statutes.
 - 2. The coverage afforded under these policies will not be cancelled or materially changed until at least 30 days prior written notice has been given to the Board.
- 11. RIGHT OF REFUSAL: The right to refuse any and all bids is reserved.
- 12. BUYER RESPONSIBILITIES: Purchaser will pay for any documentary stamps or surtax required for the sale and cost of recording should purchaser desire to record.
- 13. AWARD: Prospective bidders are advised that the Owner will provide the award for purchase of this timber. This award is available for review from the Owner.
- 14. WINNING BIDDER: Bid Form unit rates will be used to determine the winning bidder based on the timber volume determined by Owner. The winning bidder will have to confirm in the award the specifications for all products to be harvested. Bidders will be notified of the bid calculations by October 5, 2018. At that time, a recommendation will

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be prepared for the Board requesting authorization at the October 9, 2018, meeting to award the bid. The successful bidder will be expected to accept the award within five business days of award of bid. If bidders want to review the bid materials or results, please contact Vickie DePratter, Chief Financial Officer, at 386-647-4609 after October 5, 2018.

15. INSPECTION: The sale area can be inspected at the bidder's convenience. Sale area can be accessed by contacting Walter Brown at 386-590-2022 for directions.