



Sealed Bid for Sale of Timber # 2022-063

Due Date: May 17, 2022
Time: 2:00 pm EST
Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite #709
Monroe, NC 28112

Procurement Contact:

Name: Corey Brooks
Title: Procurement Specialist
E-mail: corey.brooks@unioncountync.gov
Telephone: 704.283.3683

1 ADVERTISEMENT FOR SEALED BIDS

Sale of Certain Union County Timber Property

Union County owns approximately +/- 85 acres of property upon which merchantable clear-cut timber is located, as such property may be more particularly described as portions of parcels identified on Union County Tax Maps as #09372003D, #09372003E, and #09372003G, as specifically shown as “Block 1” and “Block 2” in Section 3.1.2 below (“Blocks 1 and 2”). The Board of Commissioners of Union County (“Board”) has authorized the sale by sealed bid of the standing merchantable clear-cut timber located on Blocks 1 and 2 (the “Timber”) for harvest and removal

Union County shall receive sealed bids for sale of the Timber until May 17, 2022, at 2:00 p.m. EST, at the office of the Union County Procurement Department, at which time the bids will be publicly opened outdoors, in the front entrance of the Union County Government Center, with the amount of each bid recorded. The address for the Union County Procurement Department is Union County Government Center, Suite 709, 500 N. Main Street, Monroe, NC 28112. The envelope containing the bid shall be clearly marked “Sealed Bid-Sale of Union County Timber” Bidders shall indicate their address on the bid form. It shall be the specific responsibility of the bidder to deliver his or her bid to the Union County Procurement Department at the appointed place and prior to the announced time for the opening of bids. The official time is kept by the Union County Procurement Department. Late delivery of a bid for any reason, including delivery by United States Mail or other carrier, will disqualify the bid.

The sale will be sold on a Unit Sale, Price per Ton Blended. “Blended” means one price per ton for all merchantable timber products on site. The removal of the Timber shall occur within twelve months; however, the sale will be subject to a 20% performance incentive if Timber removal is completed within six months.

No bid shall be considered or considered responsible unless at the time of its filing the bid is accompanied by a deposit of cash, a cashier’s check, or certified check on some bank or trust company insured by the FDIC, in an amount equal to not less than five percent (5%) of the bid; provided that in lieu of making such cash deposit the bidder may file a bid bond executed by a corporate surety licensed under the laws of North Carolina to execute such bonds. Solely for the purposes of calculating the five percent (5%) deposit amount and for no other purposes, the bidder shall consider an estimated tonnage of 5,000 Tons. The bidder shall use the following equation in determining the deposit amount: Bid Price per Ton Blended x [estimated tonnage] x 0.05. The estimated tonnage is provided solely for the purpose of calculating the deposit amount, should not be considered as a representation of the tonnage of the Timber, and should not be relied upon in any manner by a bidder related to this sealed bid solicitation.

In the event the Board elects to sell the Timber to the highest responsible bidder, the bid deposit of such bidder shall be retained by Union County only until such time that the bidder and Union County enter into a legally binding agreement for the removal and sale of the Timber. If that bidder refuses to enter into a legally binding agreement for the removal and sale in accordance with the terms and conditions of the “Resolution for the Disposition of Certain Standing Timber by Sealed Bid in Accordance with G.S. 160A-268,” adopted by the Board on April 4, 2022, the bidder’s bid deposit shall be forfeited. The bid deposits of bidders other than the highest responsible bidder will

be returned after the Board awards the sale of the Timber to the highest responsible bidder, or at the time the Board rejects all bids.

After the opening of bids, the record of bids, including the highest, responsive, responsible bid, shall be reported to the Board. The Board shall determine whether or not to accept the high bid within ninety (90) days after the bid opening date. Bids shall remain open and subject to acceptance until the Board awards the bid.

Final acceptance of the highest, responsible bid shall be subject to approval by the Board. The Board reserves the right to withdraw the Timber from sale at any time before its acceptance of a bid and further reserves the right to reject all bids at any time. The Timber is sold as is and bidders shall not attach any conditions to their bids for purchase of the Timber. Any conditions attached to bids received for purchase of the Timber shall render the bid non-responsive, and such bid shall not be considered by the Board. .

Any inquiries regarding the Timber and the sale may be directed to Corey Brooks, Procurement Specialist, 500 North Main Street, Suite 709, Monroe, NC 28112, via E-mail: corey.brooks@unioncountync.gov

Corey Brooks
Procurement Specialist
Phone: (704) 283-3683

2 BID SUBMITTAL AND TERMS REQUIREMENTS

- Bids are to be received by Union County, by **2:00 p.m. May 17, 2022** at which time they shall be opened and read aloud in a public meeting. Bids delivered after the announced time will be disqualified.
- In the event that the County receives written bids that result in a tie, the bidders will be notified and given an opportunity to bid again. Only the highest bidders who made the same offer will be allowed to participate in the re-bid opportunity.
- **Mail or Hand-deliver bids to:**
 - Union County Government Building
 - Administrative Services, Procurement Division
 - 500 North Main Street, Suite #709
 - Monroe, NC 28112
 - Attention: Corey Brooks, Procurement Specialist
- Bids are to be sealed inside an envelope marked “Sealed Bid-Sale of Union County Timber.” Please use the attached “Appendix A- Bid Form.” Failure to submit a bid in this manner will result in immediate disqualification of the bid.
- Bidders shall not attach any conditions to their bids for purchase of the Timber. This specifically includes, without limitation, any attempt to selectively bid individual items which are part of the Timber, as the bid must be for all of the Timber.
- The bid unit is Price per Ton Blended.

- Union County reserves the right to reject any or all bids if it is determined to be in the best interest of the County.

3 Sealed Bid Form

3.1 PROJECT SCOPE

3.1.1 SALE OF UNION COUNTY TIMBER PROPERTY

Union County, NC, is soliciting sealed bids in accordance with NC General Statute 160A-268 for the sale of approximately 85 +/- acres of Merchantable Clear-Cut "12 Month Time Limit" with a 20% performance incentive if done within 6 months. The Timber will be sold on a price per ton blended basis. All bids must be submitted on the attached form. Additional project information is listed below.

Union County will require a Certificate of Insurance that meets the minimum Union County Insurance Requirements, along with a bid bond as described in the advertisement.

Tract Location:

The Union County tract is located in the central section of Union County, North Carolina just west of the city of Monroe. The tract lies on the southern side of Goldmine Road near the junction of Price Short Cut Road and Goldmine Road. Refer item #**3.1.2 - Timber Map.**
LAT: 35°00'25.7"N WLON: 80°37'27.8"

Timber Description:

The timber sale area is in two blocks that total approximately 85 acres. All merchantable timber within the sale boundaries is being offered on a clear-cut basis. The tract consists of mostly pine pulpwood. The majority tree species is Yellow Pine and is approximately 19 years old.

Logging Conditions & Access:

Logging access is good and is on Goldmine Road as shown on the attached map. The tract's terrain is gently rolling with good logging conditions.

Sale Boundaries:

The sale boundaries are identified by **pink ribbon/orange paint.**

Type of Sale:

The timber will be sold by the Price per ton blended

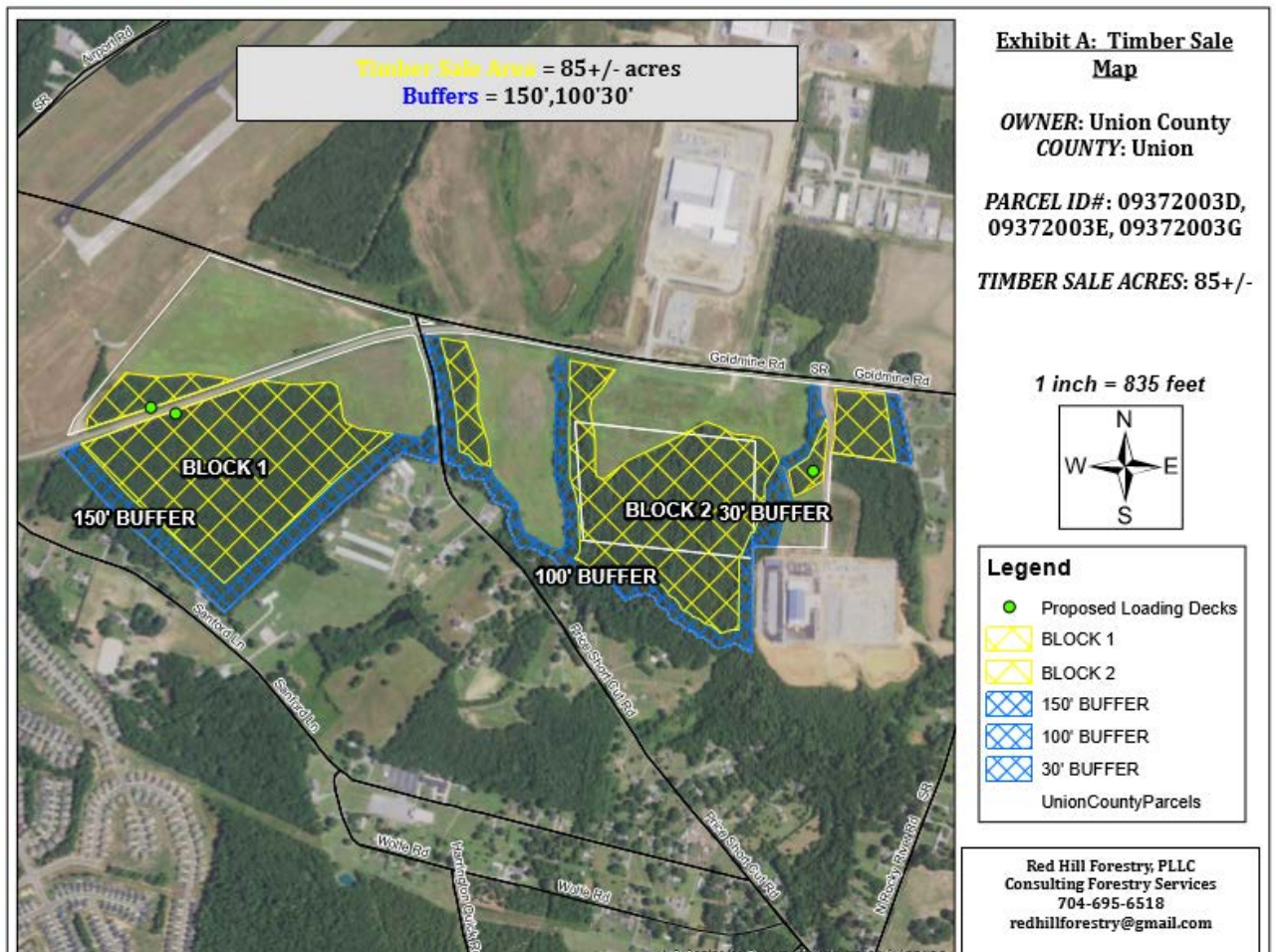
Time Limit:

12 months from the timber contract execution will be given to remove the timber. Sufficient time will be allowed for harvest with a time extension if necessary according to time lost due to wet weather.

Pricing: The Timber will be sold on a price per ton blended

The Property may be viewed, by appointment, May 3, 2022, May 4, 2022 and May 5, 2022 between 9 a.m. – 2:00 p.m., Corey Brooks at 704-283-3683 or by email at corey.brooks@unioncountync.gov to schedule an appointment.

3.1.2 – TIMBER SALE MAP



4 CONDITION OF SALE

The timber shall be conveyed by a Price per ton blended Sale Contract to be reviewed by Union County staff and/or assigned consultant with certain conditions of sale, including the following conditions:

- **Duration of Contract:** Buyer is granted twelve (12) months from the date of the contract to enter, harvest and remove the timber. A 20% per ton blended discount will be applied if the work is complete within six (6) months.
- **Description of Timber:** Refer to the description listed under Project Scope.
- **Payment:** The awarded Buyer will make a lump sum payment at completion of the operation.
- **Damages:** If Buyer cuts or unnecessarily damages trees not included in this sale, Buyer shall pay for those trees at double the rates based on Union County's timber consultant's timber price estimates.
- **Notice:** Buyer agrees to notify designated Union County staff and its assigned timber consultant 48 hours before beginning of logging operations. A pre-harvest conference is required before the logging operations can start. Union County reserves the right for its timber consultant to view harvesting operations to verify compliance with the terms of the contract. Buyer agrees to promptly report the completion of cutting on Blocks 1 and 2 and to remove all equipment from the premises within thirty (30) days after completion of harvesting.
- **Access:** For the purpose of cutting, removing and transporting the said timber, Buyer shall have a temporary license for ingress, egress and regress through, across, over and upon Blocks 1 and 2. Seller will take reasonable action to provide Buyer with good and sufficient access to Blocks 1 and 2, will prevent any plowing, ditching, or construction of fences across the farm roads, paths, or access areas on Blocks 1 and 2, and will reasonably endeavor to prevent any other act that would interfere with the cutting and removing of said timber and pulpwood.
- **Roads:** Buyer shall properly maintain roads or paths used for the logging, including any roads constructed for use in the harvest operations, and shall either leave roads in as good of condition as they were when logging began or pay the actual costs of restoration.
- **Decking:** All decking and skidding must take place within Blocks 1 and 2. Buyer has the right to construct a reasonable number of skid trails and logging decks, provided that the location and extent are approved in advance by Union County staff, in its sole discretion. Buyer shall use existing trails when reasonably possible.
- **Right to Halt Logging:** Buyer, its agents, employees, and assigns, shall make every effort to minimize soil damage which may result from operating logging machinery during wet ground conditions. Seller reserves the right to suspend logging operations if, in Union County staff or its timber consultant's sole opinion, conducting said logging

operations during periods of wet weather and/or high soil moisture will result in excessive damage to the soils and roads of Union County's property.

- **Trash and Debris:** No debris of any type shall be left on Union County property except for natural trees and brush that originated on the land. No trees, limbs, brush or other debris shall be left across property boundaries, or in any fields, streams or ditches on Union County property. Buyer shall refrain from depositing any petroleum or hazardous wastes on Union County property. Buyer or its agents shall at all times keep trash contained within garbage bags or cans. No trash, including, but not limited to cans, bottles, paper, plastic, and towels, on shall be left on the ground at any time. At the completion of timber harvesting, Buyer or its agents shall be responsible for removal of all trash from the cutting area, including, but not limited to oil cans, paper, tires, plastic, or glass bottles or other debris, placed on the cutting area by Buyer or its agents. No trash shall be buried on this site.
 - **Government Restrictions:** If any condition exists on Blocks 1 and 2 on or before the Effective Date, which restricts Buyer's ability to harvest and remove the Timber due to any government rule, ordinance, law or regulation, or any threatened action from a federal, state, or local governmental agency, the restricted timber shall be excluded from the sale.
 - **Fire Hazards:** Buyer and its employees shall at all times exercise reasonable care to minimize and reduce the hazard of fire by the use of good forestry practices. No open fires shall be allowed.
 - **Fences:** Buyer and its agents shall not damage any fences on Union County property, and shall restore any damaged fences at Buyer's expense to the condition they were in prior to logging.
 - **Damage to Improvements.** Buyer shall pay the actual cost for repair of damages caused by its agent's employees, and assigns' logging operations to gates, fences, ditches, bridges, roads, cattle guards, culverts, crops, or other improvements Union County property.
 - **Damage to Property Markers.** Any property corners or monuments that are altered, removed or damaged shall be replaced by a licensed surveyor at Buyer's expense.
 - **Letter of Release.** Buyer shall furnish a letter of release within ten (10) days of completion of logging should the harvesting operation be completed prior to the expiration of the Contract.
- I. **Indemnity:** Buyer agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due, in whole or in part, to the negligence of Buyer, its officers, employees, subcontractors or agents. Buyer further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

- **Insurance:** Buyer agrees to furnish a Certificate of Insurance that meets the Union County Minimum Insurance Coverage Requirements.

INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor's sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS' COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer's Liability with limits of:

- \$500,000 Each Accident
- \$500,000 Disease - Each Employee
- \$500,000 Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)

Covering Ongoing and Completed Operations involved in this Agreement.

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Each Occurrence
- \$1,000,000 Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

- \$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

(only for any agreement providing professional services such as engineering, architecture, surveying, consulting services, etc)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

D. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

(for any agreement involving software applications)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Network Security & Privacy Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____

Contract #: _____

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Union County

Attention: Keith A. Richards, Risk Manager

500 N. Main Street, Suite #130

Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

- **Safety Regulations:** Buyer shall abide by all occupational safety and health (OSHA) requirements and all other applicable local, state, and federal laws.
- **Exclusion of Warranties:** Buyer and Seller exclude the implied warranties of merchantability and fitness for a particular purpose from this transaction.
- **Default:** Should Buyer violate any of the terms and conditions of the Contract and fail to remedy the situation to the satisfaction of the Union County staff after notice and demand for remedy, Seller may declare the Contract to be in default and, at the Seller's option, (1) compel specific performance of the Contract; (2) suspend harvest operations until default has been remedied, or (3) cancel the Contract and seek other forms of relief available by law and/or equity.
- **Assignment:** Buyer may not assign the contract in whole or in part without consent of Union County secured in advance, which may be withheld in Union County's sole discretion, in the event of any such assignment Buyer will not be relieved of its duties hereunder unless such release is specifically given by Union County in writing. Any attempt by Buyer to assign the contract will relieve Seller of all obligations under the contract. Buyer may contract or subcontract the cutting, logging, hauling, and removal of

the Timber without the written consent of the Seller, but by doing so will not be relieved of any obligation under the contract. Buyer may not sell or assign any rights to any other person or entity to cut, saw, or remove any of the Timber as firewood.

- **Entire Agreement:** The Contract signed by both parties constitutes a final written expression of all the terms of their agreement and is a complete and exclusive statement of those terms.
 - **No Oral Modification:** The contract may be modified or rescinded only by a writing signed by both parties.
 - **Waiver:** Waiver by either Buyer or Seller of breach by the other party of any provision of the Contract is not a waiver of future compliance with the provision, and the provision remains in full force.
 - **Construction of Contract:** Buyer and Seller agree that no provision of the Contract shall be construed against or in favor of Buyer or Seller by virtue of authorship of the Contract.
4. **Dispute Resolution and Consent to Jurisdiction:**—The Contract shall be construed and enforced in accordance with the laws of the State of North Carolina. Buyer and Seller agree to confer exclusive jurisdiction of all disputes arising hereunder upon the General Courts of Justice of Union County, North Carolina.

5 APPENDIX A - BID FORM

Return bid form and Bid Deposit in a sealed envelope, marked "Sealed Bid- Sale of Union County Timber", to the Procurement Department, 500 N. Main ST., Suite 709, Monroe, NC 28112, by the Bid Due Date and Time.

Bid submitted by:

Name _____

Address _____

Phone # _____

Email _____

MY BID AMOUNT (PRICE PER TON BLENDED) IS \$ _____

THE TIMBER IS SOLD AS IS. THE COUNTY MAKES NO EXPRESSED OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE TIMBER. THE COUNTY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE TIMBER OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE TIMBER, THE QUALITY OR CAPACITY OF THE TIMBER, THE WORKMANSHIP IN THE TIMBER, COMPLIANCE OF THE TIMBER WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING TO THE TIMBER, PATENT INFRINGEMENT, AND LATENT DEFECTS.

By my signature below, I acknowledge that I have read and agree to all aforementioned Bid Terms & Requirements. By my signature below, I also acknowledge that I have the authority to submit this Bid.

Signed _____

Date _____