

RESOLUTION NO. 2010- 64

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, DECLARING TIMBER LOCATED ON A COUNTY OWNED PARCEL AS SURPLUS AND AUTHORIZING SALE OF THE TIMBER TO THE HIGHEST BIDDER PURSUANT THE PROVISIONS SET FORTH IN SECTION 125.35, FLORIDA STATUTES.

RECITALS

WHEREAS, there has been a request from County staff that the timber located on the County owned property known as “Turnbull Regional Off-Site Mitigation Area” be declared surplus; and

WHEREAS, pursuant Florida Statute 125.35 the Board of County Commissioners is expressly authorized to sell and convey any real or personal property belonging to the county whenever the board determines that it is to the best interest of the county to do so; and

WHEREAS, the notice of sale has been advertised and the timber will be offered for sale to the highest bidder in accordance with the terms of the Florida Statute and specifications outlined in the Bid Documents attached hereto as Exhibit “A”, incorporated by reference and made a part hereof; and

WHEREAS, the successful bidder will be required to load and haul merchantable timber that has been removed from the environmentally sensitive area of approximately three hundred thirty two (332) acres; and

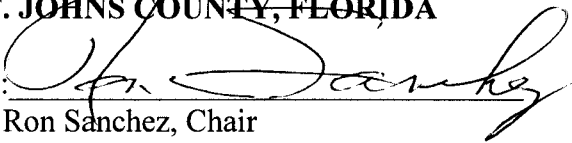
WHEREAS, to the extent that there are administrative, scrivener or typographical errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of St. Johns County, Florida, as follows:

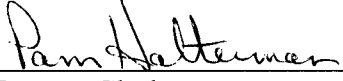
1. The above recitals are incorporated by reference into the body of this Resolution and such recitals are adopted as findings of fact.
2. It is found that all requirements of Section 125.35 F.S. for a sale of the property described above have been met and the sale of the property to the highest bidder is hereby approved by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida,
this 16th day of March, 2010.

**BOARD OF COUNTY COMMISSIONERS
ST. JOHNS COUNTY, FLORIDA**

By: 
Ron Sanchez, Chair

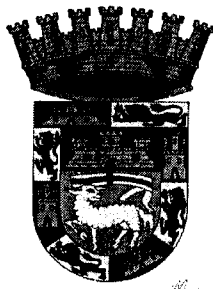
ATTEST: Cheryl Strickland, Clerk

By: 
Deputy Clerk



RENDITION DATE 3/18/10

Exhibit "A" to Resolution



**Board of County Commissioners
St. Johns County, Florida**

BID NO: 10-57

Timber Sale on Turnbull Regional Off-Site Mitigation Area

**BID DOCUMENTS
PROJECT SPECIFICATIONS**

**St. Johns County Purchasing Department
2446 Dobbs Road
St. Augustine, Fl 32086
(904) 209-0150**

BID NO: 10-57

NOTICE TO BIDDERS

Notice is hereby given that sealed bids will be received **until 2:00 P.M.** on **Wednesday, March 17, 2010**, by Jaime Toney, Contract Coordinator for St. Johns County Purchasing Department located at 2446 Dobbs Road, St. Augustine, Florida 32086 for **Bid No: 10-57; Timber Sale on Turnbull Regional Off-Site Mitigation Area**. Bids will be opened promptly after the 2:00 P.M. deadline. **Note:** Bids delivered to or received by the Purchasing Department after the 2:00 P.M. deadline shall not be given consideration and shall be returned to the sender unopened.

Scope of Work:

The purpose of this project is to provide interested bidders with the opportunity to bid on "pay as cut" timber from the Turnbull Regional Off-Site Mitigation Area tract located in St. Johns County, Florida. The successful bidder will be required to load and haul merchantable timber that has been removed from the environmentally sensitive area of approximately three hundred thirty two (332) acres. The harvesting of the sensitive areas will not be included in this contract. All merchantable wood harvested from the sensitive areas will be placed in a location that is easily accessible to the successful bidder. This bid includes pine pulpwood, pine chip-n-saw, and pine saw timber only, and excludes Cypress.

There will be a **Mandatory Site Visit on Thursday, March 11, 2010** at 10:00 AM at the Turnbull Gate located at 4545 State Road 16. This meeting is mandatory, and as such, any firm that does not attend this meeting and sign the Sign-In Sheet shall not be permitted to submit a bid. Additionally, the meeting will commence at 10:00 AM sharp, any firm arriving late will not be allowed to sign in and subsequently shall not be permitted to bid.

All questions relative to this project must be submitted, *in writing*, to Jaime Toney, at SJC Purchasing, via email at jtoney@sjcfl.us or fax at (904) 209-0159 **no later than close of business (4 P.M.), Thursday, March 11, 2010.**

Bid Packages are available from Onvia Demand Star, Inc., at www.demandstar.com, by requesting Document **#10-57**. Vendors registered with Demand Star can download most packages at no cost. Vendors not registered with Demand Star may contact them at 800-331-5337 for information. Bid Package requests may also be sent to Jaime Toney, SJC Purchasing Department via email atjtoney@sjcfl.us or phone (904) 209-0158.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by a term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than 72 hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA
CHERYL STRICKLAND, CLERK

BY: _____
Deputy Clerk

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 10-57

OFFICIAL COUNTY BID FORM

ST. JOHNS COUNTY, FLORIDA

UNIT PRICE BID PROPOSAL

PROJECT: Timber Sale on Turnbull Regional Off-Site Mitigation Area

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY,
FLORIDA

DATE SUBMITTED: _____

BID PROPOSAL OF

No.	Company Name	Address	Telephone
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Gentlemen: Having become familiar with site conditions of the project, and having carefully examined the Bid Document requirements for Bid No: 10-57; Timber Sale on Turnbull Regional Off-Site Mitigation Area, in St. Johns County, Florida. The undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents for the following bids quoted in this Bid Proposal summarized as follows:

FOR: Timber Sale of Turnbull Regional Off-Site Mitigation Area

- Bid for Pine Pulpwood to a 3" top DIB: \$ _____ / per ton
- Bid for Pine Chip-N-Saw to a 5" top DIB: \$ _____ / per ton
- Bid for Pine Sawtimber to an 8" top DIB: \$ _____ / per ton
- Bid for Fuel Wood (chips) \$ _____ / per ton

Each Bidder shall type or print *legibly* the figures above for each of the types of timber included in this Bid. Bidders may submit prices for one or all of the types of timber included above.

Substantial Completion shall be reached one hundred ninety (190) consecutive calendar days from receipt of Notice to Proceed from Owner. Final Completion shall be reached ten (10) consecutive calendar days after the date of Substantial Completion.

Bid No: 10-57

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Project Specifications and form of Contract and Public Construction Bonds, together with the Plans.

We have made a full examination of the location of the proposed work and the sources of supply of materials, and we hereby agree to furnish all necessary labor, and equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by Architect, within the same time limit specified in the Contract Documents for the following total sum price as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within sixty (60) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

The Undersigned agrees, if awarded the Contract, to Substantially Complete all work within one hundred ninety (190) consecutive calendar days from receipt of NOTICE TO PROCEED. Undersigned further agrees that from the compensation otherwise to be paid, the Owner may retain the liquidated damages as provided in the Contract, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain each day by the failure of the Undersigned to complete the work in the time stipulated, and this sum is not to be construed as penalty.

The Undersigned further agrees that security in the form of a Bid Bond, certified or cashier's check in the amount of not less than five percent (5%) total Bid Price, payable to the Owner, accompanies this Bid; that the amount is not to be construed as a penalty, but as liquidated damages which said Owner will sustain by failure of the Undersigned to execute and deliver the Contract within ten (10) days of the written notification of the Award of the Contract to him; thereupon, the security shall become the property of the Owner, but if this Bid is not accepted within sixty (60) days of the time set for the submission of Bids, or if the Undersigned delivers the executed Contract upon receipt, the Security shall be returned to the Bidder within seven (7) working days.

CORPORATE/COMPANY

Company Name: _____ (Seal)

By: _____
_____ (Name typed or printed)

By: _____
_____ (Name typed or printed)

Address: _____

Telephone No.: (____) _____

Fax No.: (____) _____

Federal I.D. Tax Number:

INDIVIDUAL

Name: _____
_____ (Signature) _____ (Name typed or printed) _____ (Title)

Address: _____

Telephone No.: (____) _____

Federal I.D. Tax Number:

- Bid Proposal Attachments:
- “A” - Affidavit
 - “B” - List of Proposed Subcontractors
 - “C” - Certificate as to Corporate Principal
 - “D” - Certificate of Compliance with Florida Trench Safety Act
 - “E” – License/Certification List
 - Bid Bond
 - Fully Acknowledged Addenda Applicable to this bid

Attachments “A”, “C”, “D”, “E” and Bid Bond must be completed and attached to Bidder’s bid proposal along with a fully acknowledged copy of each Addendum applicable to this Bid.

**Timber Sale on Turnbull Regional Off-Site Mitigation Area
Minimum Specifications**

Location: Section 36, TWP: 6 South, RNG: 28 East (see location map & photo)
The Turnbull Gate is located at 4545 State Road 16, St. Augustine, FL 32092

Scope of Work:

The purpose of this project is to provide interested bidders with the opportunity to bid on “pay as cut” timber from the Turnbull Regional Off-Site Mitigation Area tract located in St. Johns County, Florida. The successful bidder will be required to load and haul merchantable timber that has been removed from the environmentally sensitive area of approximately three hundred thirty two (332) acres. The harvesting of the sensitive areas will not be included in this contract. All merchantable wood harvested from the sensitive areas will be placed in a location that is easily accessible to the successful bidder. This bid includes pine pulpwood, pine chip-n-saw, and pine saw timber only, and excludes Cypress.

The Contractor shall be responsible for cutting timber in the Upland areas located within the Turnbull Regional Off-site Mitigation Area in each stand, as shown by the yellow, cross-hatched areas on the King Forestry Map, provided by St. Johns County. The removal of any marketable timber from the wetland areas, or ‘environmentally sensitive’ areas shall be performed by Turnbull Environmental.

The following timber is included in this sale:

Buffer Area (7.78 Acres):

This area is shown by the cream line on EarthBalance Map, provided by St. Johns County. This area will be cleared twenty feet (20’) from the marked flagging in the field and coordinated with Turnbull Environmental as depicted in the provided map. Once this area is cleared by the Contractor, Turnbull Environmental will cut timber from the environmentally sensitive areas and place it in the buffer zone, to be loaded and hauled by the Contractor.

Stand 1 (174.5 Acres):

The basal area of this stand is currently at sixty nine (69) square feet per acre. The intent of this sale is to reduce the basal area of this stand to approximately forty (40) square feet per acre. This is to be accomplished by removing every fifth (5th) row of pine as well as additional volume from the remaining four (4) rows as designated by the seller or seller’s agent.

Stand 2 (54.3 Acres):

This is a naturally regenerated stand containing one hundred two (102) square feet of basal area per acre. The intent of this sale is to reduce the basal area to fifty (50) to sixty (60) square feet per acre by removal of volume as indicated by the seller or seller’s agent. Emphasis is placed on removing the damaged, suppressed and inferior trees as well as superior trees that are overcrowded.

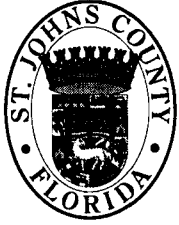
Stand 3 (103 Acres):

This stand was harvested several years ago to a “light seed tree”. Only under-story is to be removed from this stand. There is very little merchantable timber found in the under-story, but can be harvested as “fuel wood”.

Restoration

Upon completion of any and all services being provided, the Contractor shall repair and restore all areas

including roads, buffer zones, entranceways, or any other areas utilized and/or damaged by the Contractor, back to its original state prior to commencement of the work.



St. Johns County Board of County Commissioners

Purchasing Division

March 3, 2010

ADDENDUM #1

To: Prospective Bidders
From: St. Johns County Purchasing Department
Subject: Bid No: 10-57; Timber Sale on Turnbull Regional OffSite Mitigation Area

This Addendum #1 is issued for further proposer's information and is hereby incorporated into the Bid Documents. Each bidder will ascertain before submitting a proposal that he/she has received all Addenda. ***Please return a signed copy of this Addendum with Bid Proposal (1 original + 2 copies). A copy of the acknowledged addendum must accompany each copy of the firm's submitted bid.***

Due to time constraints relating to this project, the Bids shall be due on Tuesday, March 16, 2010 at 2:00 pm. All other terms and conditions included in the Bid Documents remain the same

The Bid Due Date is Hereby Changed To: Tuesday, March 16, 2010 at 2:00 P.M.

Acknowledgment

Sincerely,

Signature and Date

Jaime L. Toney
Contract Coordinator
Purchasing Department

Printed Name and Title

Company Name (Print)

END OF ADDENDUM #1

2446 Dobbs Road, St. Augustine, FL 32086 | P: 904.209.0150 | F: 904.209.0151

www.sjcf.us