



# Mobile County PUBLIC SCHOOLS

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1 Magnum Pass, Mobile, Alabama 36618 | [www.mcpsss.com](http://www.mcpsss.com)

Superintendent Chresal D. Threadgill

PURCHASING DEPARTMENT  
251/221-4473 – ph.  
251/221-4472 – fax.

January 12, 2024

Bid No: 24-04

## INVITATION TO BID

### SALE OF TIMBER

Gentlemen:

Sealed Proposals will be received by the Board of School Commissioners of Mobile County, Alabama, at its offices located in the Purchasing Department, 1 Magnum Pass, (former QMS Building) Mobile, Alabama, until **Tuesday, February 6, 2024, at 10:00 A.M.**, then publicly opened and read aloud for the sale of designated timber situated on the following described land owned by the Board of School Commissioners of Mobile County, Alabama:

**Portions of Section 16, Township 3 South, Range 2 West (Indian Springs) & Portions of Section 16, Township 1 North, Range 2 West (Scoutshire) & Portions of Section 16, Township 1 North, Range 3 West (Russell Road)**

Said sale areas being pine plantation thinning operations approximately 116, 100 and 97 acres in size, respectively.

The buyer will be required to sign the Timber Sale Contract as per the enclosed form. The Buyer will have until **Friday, February 28, 2025** to cut and remove said timber.

Bidders will be required to submit their Proposal on the form furnished by the Owner. No alterations shall be made to the form nor will any other form be accepted.

Each bid must be accompanied by a bid/performance deposit in the form of a certified check or *cashier's check in an amount of \$1,500.00 for each tract bid on* made payable to the Board of School Commissioners of Mobile County, Alabama.

# NEW BUILDING ENTRANCE

FOR

“PURCHASING DEPARTMENT”

Please note the entrance to Building “E” (1 Magnum Pass) has changed. You will need to enter Building “E” as shown on the following diagram where you will be checked in by a security officer and then directed to the Purchasing Department.

Please allow sufficient time for this change if you are dropping off a bid on the same day as the bid closes. MCPSS will NOT be responsible for any late bids.



Mobile County  
PUBLIC SCHOOLS

SCHILLINGERS ROAD

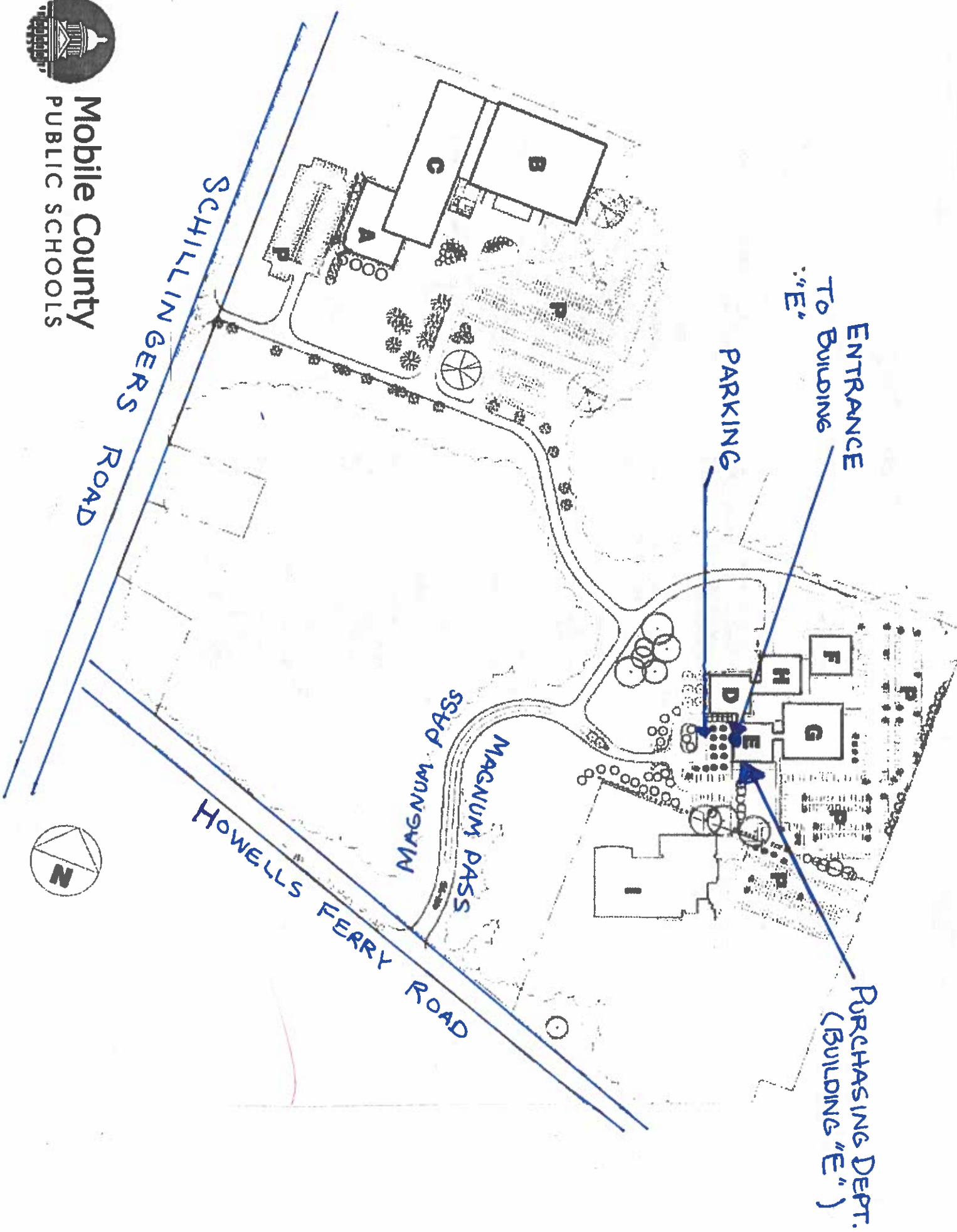
HOWELLS FERRY ROAD

MAGNUM PASS

ENTRANCE  
TO BUILDING  
"E"

PARKING

PURCHASING DEPT.  
(BUILDING "E")



# Directory

## A Building A

### Student Services Building

Student Services 4245  
 Health Services 4292  
 Microcomputer Services 5142  
 STI Off ice/Classroom Software Support 6201  
 Hardware Support 6223  
 Network Support 6222

## B Building B

Professional Development 5200  
 General Receiving/Distribution 5115  
 Textbooks 5198  
 JRCOTC 5100  
 Print Shop 6273  
 Archives 4658  
 Make & Take 5223  
 Mail Services 3400

## C Building C

Environmental Services 4703

## D Building D

### Executive Building

Office of the Superintendent 4304  
 Chief Financial Office 4434  
 Comptroller 4494  
 Budget Office 4506  
 Child Nutrition Program 4374

## E Building E

### Business Building

Security Office 4108  
 Purchasing 4473  
 Accounting 4445  
 Accounts Payable 4438  
 Local School Accounting 4427

## F Building F

### Facilities Office

4822

## G Building G

Human Resources Office  
 Payroll Office  
 TV Studio

4543  
 4449  
 3118

## H Building H

### Technology Building

Information Technology Services  
 Instructional Technology  
 Office of Communications

4525  
 4210  
 8622

## I Building I

### Academic Affairs Building

Board Offices & Board Meeting Room 4387  
 Academic Affairs 4159  
 Curriculum & Instruction 4141  
 Federal Programs 5220  
 Special Education 4220  
 Career/Technical Education 4019  
 Public Board Meetings

## P Building P

### Public and Employee

All Contract Documents related to the sale of timber located on the property herein above described can be obtained from the office of the Facilities/Land Manager of the Board of School Commissioners of Mobile County, Alabama at 1 Magnum Pass, Mobile, Alabama 36618.

No Proposal may be withdrawn for a period of thirty (30) calendar days after same has been opened and read aloud.

The Board of School Commissioners of Mobile County reserves the right to reject any and all bids and waive informalities.

BOARD OF SCHOOL COMMISSIONERS  
MOBILE COUNTY, ALABAMA

Russell Hudson  
Director of Purchasing

RH/mhr

### **INSTRUCTIONS TO BIDDERS**

Bid Proposals to be entitled to consideration must be in accordance with the following instructions:

1. Proposals shall be submitted upon the form provided; therefore, all blank spaces on the forms must be fully filled in. Numbers shall be stated both in writing and figures. In case of disagreement between words and figures, the words shall govern.
2. The signature shall be in long hand and in ink. The completed form shall be without alterations or erasures. Anyone signing the Proposal as the agent of a firm or corporation must present legal evidence of his authority to do so.
3. Proposal shall be addressed to the Board of School Commissioners of Mobile County, Alabama, and delivered in a sealed envelope marked "Timber Sale" Bid #24-04.
4. Should a bidder find discrepancies in or omissions from the drawings or specifications or should be in doubt as to their meaning, he should at once notify the Facilities/Land Manager of the Board of School Commissioners of Mobile County, Alabama, and/or Kris Bradley, Regions Bank who will send written instructions to all bidders. No oral instructions will be given.
5. Before submitting a Proposal, bidders should carefully examine all documents relative to this work and be fully informed of all conditions and shall include in his Proposal a sum to cover the cost of all items.
6. Any addenda issued during the time of bidding are to be covered in the Proposal and will become a part of the Contract.
7. Each proposal must be accompanied by a bid/performance deposit in the form of a certified check or cashiers check in an amount of \$1,500.00 for each tract/sale area bid on and made payable to the Board of School Commissioners of Mobile County, Alabama.
8. The proceeds from such check are to become the property of the Board of School Commissioners of Mobile County, Alabama if the Bidder fails to execute the Contract and furnish the full bid amount within the required time after notice of awards.

## **GENERAL CONDITIONS**

### **1. SCOPE:**

The contractor shall remove from the property owned by the Board of School Commissioners described in the Advertisement for Bids, the timber in accordance with the specifications for the cutting of timber which is hereinafter set forth in the section titled Timber Sale Contract. Said sale will include merchantable pine as outlined in the Timber Sale Contract in the designated sale area(s) as shown on attached map(s). All bids will be made stating a per ton price for the designated timber product.

### **2. SPECIAL INSTRUCTIONS:**

Each bidder may submit proposals on a tract-by-tract basis (i.e., submit proposals on one, two or on all three parcels). *Due to the potential for security issues on the Indian Springs Tract, Seller will provide nighttime and weekend protection the entirety of the logging operation.*

### **3. BID/PERFORMANCE DEPOSIT:**

Each bidder must submit with this proposal a bid/performance deposit, certified check or cashier's check in an amount of 1,500.00 for each tract/sale area bid on. The high bidder and the next to high bidders' Bid/Performance Deposit or check will be retained until it is determined if the high bidder enters into a contract with the Board of School Commissioners of Mobile County, Alabama. The high bidder, in the event his bid is accepted and he fails to sign a contract within (10) calendar days after Notice of Acceptance, the monies due under his Bid/Performance Deposit or check submitted with his Proposal will become the property of the Board of School Commissioners of Mobile County. The remaining bidders' bid/performance deposit or check will be returned by mail within seven (7) working days of bid opening.

### **4. BID/PERFORMANCE DEPOSIT:**

The Bid/Performance Deposit shall guarantee the faithful compliance of the Contractor with all terms and conditions of the Contract Documents.

### **5. BID AWARD DETERMINATION**

Seller will apply all bidders' offered per ton price for the designated product to Sellers Agent's estimated volume of timber to be removed to determine a high bid.

Bid #24-04

**PROPOSAL FORM  
TIMBER SALE**

TO: Board of School Commissioners  
Mobile County, Alabama  
1 Magnum Pass  
Mobile, Alabama 36618

The undersigned bidder hereby declares that he has examined the timber and the property on which same is located and that he fully understands the Contract Documents titled **Timber Sale, Section 16, T3S, R2W (Indian Springs)**. As shown on attached map and addenda(s) no. \_\_\_\_\_.

The undersigned bidder hereby proposes to pay to the Board of School Commissioners of Mobile County, Alabama for all timber designated for sale on the above-described property and described Contract Documents for the per-ton price quoted below:

	<u>Specifications</u>	
Pine Pulpwood		\$/Ton

The undersigned bidder further agrees that he will execute a contract, furnish the necessary bid/performance deposit and make settlement with the Owner as provided for in the Contract Documents no less than ten (10) days after Notice of Award.

The undersigned bidder further agrees that in the event he fails to execute the contract, provide the bid/performance deposit and make settlement with the Owner as provided within the time set out above, the monies payable under this certified check will be paid into the funds of the Board of School Commissioners of Mobile County, Alabama as damages and added cost to the Owner. Attached is a certified check on the \_\_\_\_\_ Bank of \_\_\_\_\_ for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).



Proposal Form  
Page 2 - Bid #24-04

The bidder further agrees that if awarded the contract and he executes same that he can elect to allow the certified check attached to the Proposal to become his performance deposit.

The bidder further agrees that the Seller reserves the right to reject any and all bids and waive informalities.

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BIDDER

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TELEPHONE

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FAX

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PRINT NAME OF AUTHORIZED SIGNATURE

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AUTHORIZED SIGNATURE

Bid #24-04

**PROPOSAL FORM  
TIMBER SALE**

TO: Board of School Commissioners  
Mobile County, Alabama  
1 Magnum Pass  
Mobile, Alabama 36618

The undersigned bidder hereby declares that he has examined the timber and the property on which same is located and that he fully understands the Contract Documents titled **Timber Sale, Section 16, T1N, R2W (Scoutshire)**. As shown on attached map and addenda(s) no. \_\_\_\_\_.

The undersigned bidder hereby proposes to pay to the Board of School Commissioners of Mobile County, Alabama for all timber designated for sale on the above-described property and described Contract Documents for the per-ton price quoted below:

	<u>Specifications</u>	
Pine Pulpwood		\$_____/Ton

The undersigned bidder further agrees that he will execute a contract, furnish the necessary bid/performance deposit and make settlement with the Owner as provided for in the Contract Documents no less than ten (10) days after Notice of Award.

The undersigned bidder further agrees that in the event he fails to execute the contract, provide the bid/performance deposit and make settlement with the Owner as provided within the time set out above, the monies payable under this certified check will be paid into the funds of the Board of School Commissioners of Mobile County, Alabama as damages and added cost to the Owner. Attached is a certified check on the \_\_\_\_\_ Bank of \_\_\_\_\_ for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Proposal Form  
Page 2 - Bid #24-04

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BIDDER

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FAX

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PRINT NAME OF AUTHORIZED SIGNATURE

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AUTHORIZED SIGNATURE

Bid #24-04

**PROPOSAL FORM  
TIMBER SALE**

TO: Board of School Commissioners  
Mobile County, Alabama  
1 Magnum Pass  
Mobile, Alabama 36618

The undersigned bidder hereby declares that he has examined the timber and the property on which same is located and that he fully understands the Contract Documents titled **Timber Sale, Section 16, T1N, R3W (Russell Road)**. As shown on attached map and addenda(s) no. \_\_\_\_\_.

The undersigned bidder hereby proposes to pay to the Board of School Commissioners of Mobile County, Alabama for all timber designated for sale on the above-described property and described Contract Documents for the per-ton price quoted below:

	<u>Specifications</u>	
Pine Pulpwood		\$/Ton

The undersigned bidder further agrees that he will execute a contract, furnish the necessary bid/performance deposit and make settlement with the Owner as provided for in the Contract Documents no less than ten (10) days after Notice of Award.

The undersigned bidder further agrees that in the event he fails to execute the contract, provide the bid/performance deposit and make settlement with the Owner as provided within the time set out above, the monies payable under this certified check will be paid into the funds of the Board of School Commissioners of Mobile County, Alabama as damages and added cost to the Owner. Attached is a certified check on the \_\_\_\_\_ Bank of \_\_\_\_\_ for the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

Proposal Form  
Page 2 - Bid #24-04

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The bidder further agrees that the Seller reserves the right to reject any and all bids and waive informalities.

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BIDDER

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FAX

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PRINT NAME OF AUTHORIZED SIGNATURE

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AUTHORIZED SIGNATURE

**TIMBER SALE CONTRACT**

**THIS CONTRACT**, executed and effective this \_\_\_\_\_ day of \_\_\_\_\_ 2024 by and between THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY, ALABAMA whose address is Post Office Box 180069 Mobile, Alabama 36618 hereinafter called Seller, and \_\_\_\_\_ whose address is \_\_\_\_\_ hereinafter called Buyer.

**WITNESSETH:**

1. Upon the terms hereinafter provided, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller, as herein stated, those certain trees of the species hereinafter specified which are located upon those certain lands situated in MOBILE COUNTY ALABAMA described as follows, to-wit:

**Township \_\_\_ - Range \_\_\_  
Portions of Section 16  
(Indian Springs and/or Scoutshire and/or Russell Road)**

Said sale areas comprising approximately \_\_\_\_\_ (+/-) acres, more specifically shown on the attached map(s).

2. The per-unit price to be paid for all designated timber is:

	<u>Specifications</u>	
Pine Pulpwood		\$/Ton

**PAYMENT IS TO BE MADE OUT TO THE BOARD OF SCHOOL COMMISSIONERS OF MOBILE COUNTY.**

3. The trees designated for cutting under this contract are as follows: Within the designated areas, every *fourth* row to be removed with operator select thinning occurring within the remaining rows. Residual stand densities should have a minimum of seventy (70) square feet of basal area. Trees harvested within the thinned rows will include suppressed, poorly formed, diseased, or otherwise growth-restricted due to overcrowded conditions. These areas are identified by the attached plats. Seller reserves the right to inspect, approve or alter Buyer's selection process or to suspend the cutting operation altogether.

4. Seller hereby grants and gives to Buyer the authority to enter upon the above-described lands for the purpose of cutting and removing said timber, but in strict accordance with the terms of this contract and all its conditions and requirements.

5. All said timber shall be cut and removed by Buyer from the above-described lands and the terms of this agreement satisfied on or before Friday, February 28, 2025. Buyer shall have no further rights or interests in or with respect to any standing designated trees or any designated trees felled but not yet removed and paid for. This agreement shall not be assigned in whole or in part without written consent of Seller.

6. When the Buyer has completed his operations as authorized by this contract, he shall remove all equipment and other objects located on the property by himself, his agent(s), or his employees, and notify the Seller or his agent(s), who will make final inspection of the sale area. Buyer shall give notification to Seller thereof in writing five (5) days after such completion.

7. Buyer's possession of timber belonging to Seller shall in no way constitute Buyer as Seller's agent(s), employee, joint venture or other representative. All designated timber must be cut and removed.

8. The Seller hereby designates Regions Bank's Natural Resources Department (Agent) as its technical agents and gives said agents the responsibility of determining compliance with the terms of this contract by the buyer and also gives said agent authority to stop all operations of the Buyer on the Seller(s) property when it appears that terms of this contract are being violated.

9. Prior to beginning, resuming or completing timber cutting operations hereunder, the Buyer shall give advance notice thereof to Regions Bank Natural Resources Department, Attention: Kris Bradley, (251) 690-1368 not less than three (3) days before any such action.

10. Buyer or his representative and contractor agree to have a conference with a Facilities/Land Department representative prior to cutting in order to discuss logging specifications and plans.

11. Buyer shall conduct all operations under this agreement in a workmanlike manner, and shall not unnecessarily damage trees not designated for cutting. The workmanlike manner more specifically shall include, but not be limited to:

- (a) **Forestry Best Management Practices** have been developed by the State of Alabama. Seller requires Buyer to fully comply with those Best Management Practices applicable to Buyers operation.
- (b) **Directional Felling:** Insofar as possible, trees should be felled with the direction of the skid so as to prevent unnecessary turning of the logs. The Buyer agrees to cut all trees within six (6) inches of the ground.
- (c) **Limbing and Topping:** The use of limbing gates will be permissible provided that the debris will be scattered throughout the stand.
- (d) **Severed Tops, Limbs or Butts** shall not be left within five (5) feet of living trees on and adjacent to landings. All tops severed out in the stand become property of the Seller.
- (e) **Any Trees Cut Outside a Straight Line** between two adjacent boundary markers will be considered as cutting undesignated trees.
- (f) **Skid Trails and Logging Ramps** shall be kept to a minimum number necessary for removal of timber. The seller reserves the right to designate the location of loading ramps and skid trails if necessary.
- (g) **Buyer Expressly Agrees to Conduct** all harvesting operations in compliance with the Occupational Safety And Health Administration's Logging Standard.
- (h) **Seller Reserves** the right to suspend harvesting operations during periods of wet weather.
- (i) **Extreme Care** will be taken to avoid injury to all trees left standing.

12. Seller will provide the buyer Load Tickets and Load Report Sheets. Buyer will be required to document Load Data on the Load Report Sheet and to affix a Load Ticket to the load before departing the sale area. Load Report Sheets will be delivered to Seller along with weekly settlements.



13. Seller shall be furnished a copy of the original mill or woodyard scale sheet for each load of wood delivered by Buyer or its producer. These scale sheets, along with copies of Load Tickets, Load Report Sheets and payment shall be received by Regions Bank-Natural Resources Department, PO Drawer 1628, Mobile, Alabama 36633-1628 not later than the fifth (5<sup>th</sup>) day of each week for all of the timber removed during the previous week. Payment shall be made by the Buyer on the basis of the quantity of wood scaled or weighed by the mill or woodyard to which Buyer or its producer delivers the wood at the per-weight rate stated above.

14. The Buyer will confine cutting operations to one compartment at a time and will complete all cutting in a compartment before beginning cutting in another compartment unless written consent of the Seller's agent is first obtained.

15. At the time of execution of this contract, neither Seller nor Buyer was aware of the presence on this property of any plant or animal species listed by the U.S. Wildlife Service as a threatened or endangered under the Endangered Species Act. If Seller or Buyer discovers any such listed threatened or endangered species on this property during the term of this contract, it is agreed that actions to protect such species will be taken. If any restriction by law or governmental regulation or is any action from a state, federal or local governmental agency prevents Buyer from cutting and removing any volume of timber purchased hereunder, Seller hereby agrees to reimburse Buyer for such volume, such volume determined by joint cruise conducted by Buyer and Seller.

16. Buyer, in all phases of construction and logging operations shall protect to the maximum extent all roads, bridges, trails, telephone lines, ditches, fences, gas lines and other improvements, and if any such improvements are damaged by Buyer's operations under this agreement, Buyer shall restore the improvement immediately to a condition satisfactory to Seller and without expense to Seller. Existing roads used by Buyer shall be left in same or improved condition following the harvesting operations or before the termination of this contract, whichever is sooner. Buyer shall remove all tops and other logging debris from or in all ditches, road and streams. Buyer is authorized to use roads, structures and improvements necessary in the operations hereunder, upon the lands described herein and upon other Seller lands in the vicinity thereof, all at its own risk and provided that all such roads, structures and improvements shall be located, maintained and operated subject to the regulations of Seller and all applicable laws and regulations. Such roads, structures and improvements on Seller's lands shall become the sole property of Seller at the termination of this agreement. All merchantable timber used in construction of bridges, roads and

landings necessary to the cutting and removal of timber covered by this agreement shall be cut and removed as provided for marked trees herein and paid for at the unit rates set forth in this agreement. Seller makes no representations or warranties that any roads, bridges, or other improvements on the above-described property or any other property are safe or suitable for use by Buyer or those acting for or under Buyer, and all such parties may use any such roads, bridges or other improvements only at their own risk. No new logging roads shall be cut or opened by buyer without the prior approval of the Seller and its representative. No excessive rubbish shall be left in the woods.

17. Buyer shall take all reasonable precautions and efforts to prevent and suppress forest fires that endanger the timber on the above described or adjacent lands. Buyer shall be liable to Seller for the full appraised value, as determined by Seller and Seller's representative, of all the standing timber and wood products and other property damaged or destroyed by fire, the origin or spread of which Buyer caused or could reasonable have suppressed. In the event any designated timber is damaged by fire, Seller and Buyer will jointly remark the trees (when applicable) as nearly as practicable as before and Buyer will cut and remove the designated damaged trees according to the terms hereof. Purchaser shall bear the risk of loss for the timber herein purchased.

18. Buyer agrees to protect Seller, the lands of Seller, and the timber thereon, whether or not authorized to be cut hereunder, from and against all liens and claims of liens in any way arising out of any act or default upon Buyer's part.

19. Seller is not associated or in any manner connected with the actual performance of the contract on the part of Buyer, either as a partner, joint venture, employer, principal or agent, or otherwise. Buyer is an independent contractor respecting the performance of this contract and is solely liable for all its acts and all labor and expenses in connection with his performance of this contract. Seller shall however, have the right to inspect the operations of Buyer to insure that only those trees designated for cutting are being cut, that proper forestry practices and other terms of this contract are being observed, but the direction of any and all Buyer's operations shall at all times be with the Buyer, and Seller shall have no right to instruct, deal with, supervise or suggest the manner of carrying on the work of Buyer's employees, agents, servants or subcontractors.

20. Buyer shall indemnify, hold harmless and defend Sellers and Seller's agents and employees from and against any and all claims, suits, damages,

judgments, expenses, costs and charges of every kind and nature on account of bodily injuries (including death) to any person including, but not limited to, agents and employees of the Seller, Buyer or any subcontractor, and on account of injury or destruction of property (including the loss of use thereof) of the Seller or others, arising out of or occurring in connection with the performance of the work to be done pursuant to this contract and whether or not caused by or contributed to, or alleged to have been caused by or contributed to, by the active, passive, affirmative, sole or concurrent breach of any duty, whether non-delegable or otherwise, on the part of the Seller or its agents or employees, or liability therefore imputed as a matter of law to the Seller and/or its agents or employees, or from the failure of or any condition in land, materials, tools or machinery furnished by the Seller, Buyer or any Sub-Contractor and/or their respective agents or employees.

21. Continuously throughout the period of Buyer's operations under this contract, Buyer, at its own expense, shall carry public liability insurance of not less than \$500,000.00 for the death or injury of one person, \$1,000,000.00 for the death or injury of more than one person in the same occurrence and \$500,000.00 for damage to property, including contractual coverage with respect to the indemnity provisions in paragraph 18 above, and Buyer shall have Seller and seller's agent named as an additional insured thereon. Such insurance shall be the primary liability coverage for all purposes hereunder. Prior to commencement of any operations on these lands, and continuously during the contract or any extensions as provided for herein, Buyer shall place on file with Seller certificates of such insurance acceptable to Seller. Such certificates shall contain provisions that the coverage afforded will not be canceled or materially changed until at least ten (10) days prior written notice has been given to Seller by the insurer. Buyer will also maintain insurance which will protect it from claims under workman's compensation laws, disability benefit laws or other similar employee benefit laws.

22. Seller and its representative and assigns shall have the right to go upon said lands and to perform any acts or operations thereon that will not unreasonably interfere with the rights of the Buyer and under this contract; and Seller shall continue to have full right to use, occupy, sell, lease or otherwise enjoy or dispose of any said lands or any other timber or forest products thereon. Purchaser shall pay all severance taxes and all other taxes, licenses and excises required by law to be paid on account of the timber felling and logging operations hereunder.

23. Upon the execution of this contract, Buyer has deposited with the Board of School Commissioner's of Mobile County a Certified or Cashier's Check in the amount of \$1,500.00 as Performance Deposit which check is made payable to **The Board of School Commissioner's of Mobile County**. Upon completion of cutting or after the expiration of the time for cutting under this contract, whichever comes first, a final inspection of cutting will be made jointly by the Seller or its representative, and the Buyer or its representative. If Buyer shall have complied with all of its obligations under the terms and provisions of this contract and shall not have caused any damage to the property of Seller, including trees not sold hereunder, The Board of School Commissioner's of Mobile County shall return the amount of the performance deposit. However, if Buyer has caused any damage to any such property of Seller or has breached any other terms of this agreement or causes other losses, Seller may make a written statement of the amount of such damage, loss, expense or liability (including without limitation, any liquidated damages for the cutting of undesignated timber) giving the nature of the same to Buyer, and retain from the proceeds of the performance deposit the amount of such statement of damage, loss, liability and expense. If the aggregated amount of such statement shall be less than the unused portion of the performance deposit, then the surplus will be paid to Buyer. If the amount of such statement shall exceed this amount, Seller shall retain the full said sums and Buyer shall promptly pay to Seller an amount equal to the excess.

24. Buyer, in the exercise of the rights herein granted, shall not in any way interfere with the use by Seller or said lands. This contract is subject to any rights previously granted or hereafter granted by Seller to lessees, contractor or agents of Seller and to any easements which now as may exist over, upon or across the lands of Seller, all of which Buyer shall not interfere with; and, with respect to the above-described land and all other lands of Seller, Seller reserve the right to grant rights similar to those granted Buyer there under to the Buyers of timber on other property of Seller (or to exercise such rights itself) to any degree which does not unreasonably prevent Buyer's exercising Buyer's rights hereunder.

25. Buyer shall exercise due care to avoid unnecessary damage to the timber not being cut. All undesignated trees which are unnecessarily damaged in the course of the Buyer's operations shall be marked by Seller or its representative and paid for at the following rates which are considered to be fair compensation for the stumpage value, expense incurred on account of the damage and future growth loss of the damaged trees: \$68.00 per standard cord for Pine Pulpwood; \$650.00 per MBF Doyle for Pine Saw timber; \$56.00 per

standard cord for Hardwood Pulpwood; and \$550.00 per MBF Doyle for Hardwood Saw timber. Unnecessary damage will be considered breakage to the main stem, uprooting or any abrasion, which results in damage to one-third or more of the circumference of the main stem, which could have been avoided in the course of logging operation.

26. Buyer shall not cut undesignated trees of any kind. If any trees not designated by the Seller or its representatives should be cut by the Buyer, its contractors, employees or other representatives, Buyer shall be obligated to pay to Seller liquidated damages for each of the undesignated trees at the rate of double stumpage, based on a stump cruise by Seller and assuming the merchantable length of all undesignated trees to have been sixty-four (64) feet if it cannot be accurately determined by the Seller or his agent provided that such payment shall not release Buyer from liability for any damage accruing to the Seller other than for value of said tree. Double stumpage is based on the selling price for this timber sale, and the resulting price being paid for each product class, as determined by Seller, unless otherwise noted in the timber sale prospectus. Seller in Seller's sole discretion may waive such damages if Seller shall deem that this cutting was necessary to the operation hereunder. Buyer shall pay Seller damages for: (a) property corners moved or knocked out: \$800.00 and (b) witness trees cut: \$400.00 each.

27. It is understood that the Seller makes no covenant or warranty whatsoever with respect to the quality, merchantability or fitness of such timber for the purpose of the Buyer or with respect to title to such timber or land on which such timber is located, and the Seller shall not be liable to the Buyer for any defects in such timber affecting its quality, merchantability or fitness for such purpose or for any failure of title to such timber or lands. If there be a failure of title to any part of such timber or if title to the land on which the same is located, so that the Buyer is prohibited or prevented by third party claiming title thereto from cutting and removing any part of such timber, then in such case the Seller will refund to the Buyer for such timber with respect to which the title has failed.

28. The Buyer and the Seller agree that the Instructions to Bidders, the General Conditions of the Contract, and the drawings, together with this Agreement, form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of the documents, specifications, and drawings:

1. Invitation to Bid #24-04
2. Instructions to Bidders
3. Form of Proposal
4. Timber Sale Contract
5. General Conditions
6. Bid/Performance Deposit
7. Maps and Tables
8. Addendum \_\_\_\_\_

The Buyer and Seller for themselves, their successors, executors and administrators, and assigns to the full performance of the covenants herein contained. IN WITNESS WHEREOF they have executed this agreement, the day and the year first written above in four (4) counterparts, each of which shall, without proof of account for the other counterpart, be deemed an original contract.

BOARD OF SCHOOL COMMISSIONERS  
MOBILE COUNTY, ALABAMA

\_\_\_\_\_  
MR. CHRISAL D. THREADGILL, SUPERINTENDENT

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

BUYER:

BY: \_\_\_\_\_

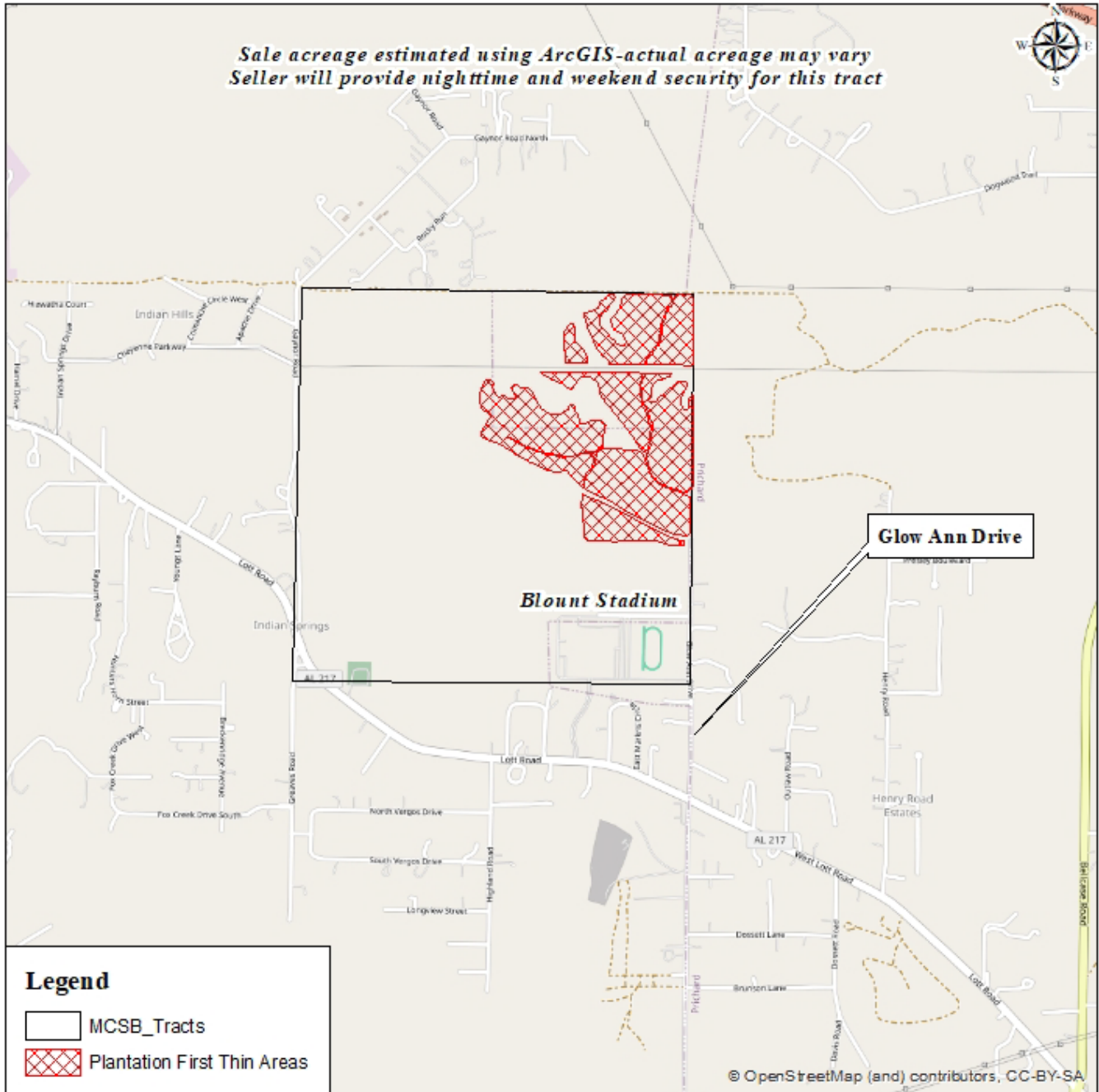
AS ITS: \_\_\_\_\_

WITNESS:

\_\_\_\_\_  
\_\_\_\_\_

Board of School Commissioners of Mobile County  
Bid #24-04; Indian Springs Tract Timber Sale  
Portions of Section 16, Township 3 South-Range 2 West  
Mobile County, Alabama  
+/- 116 Plantation Thinning Acres (GIS)

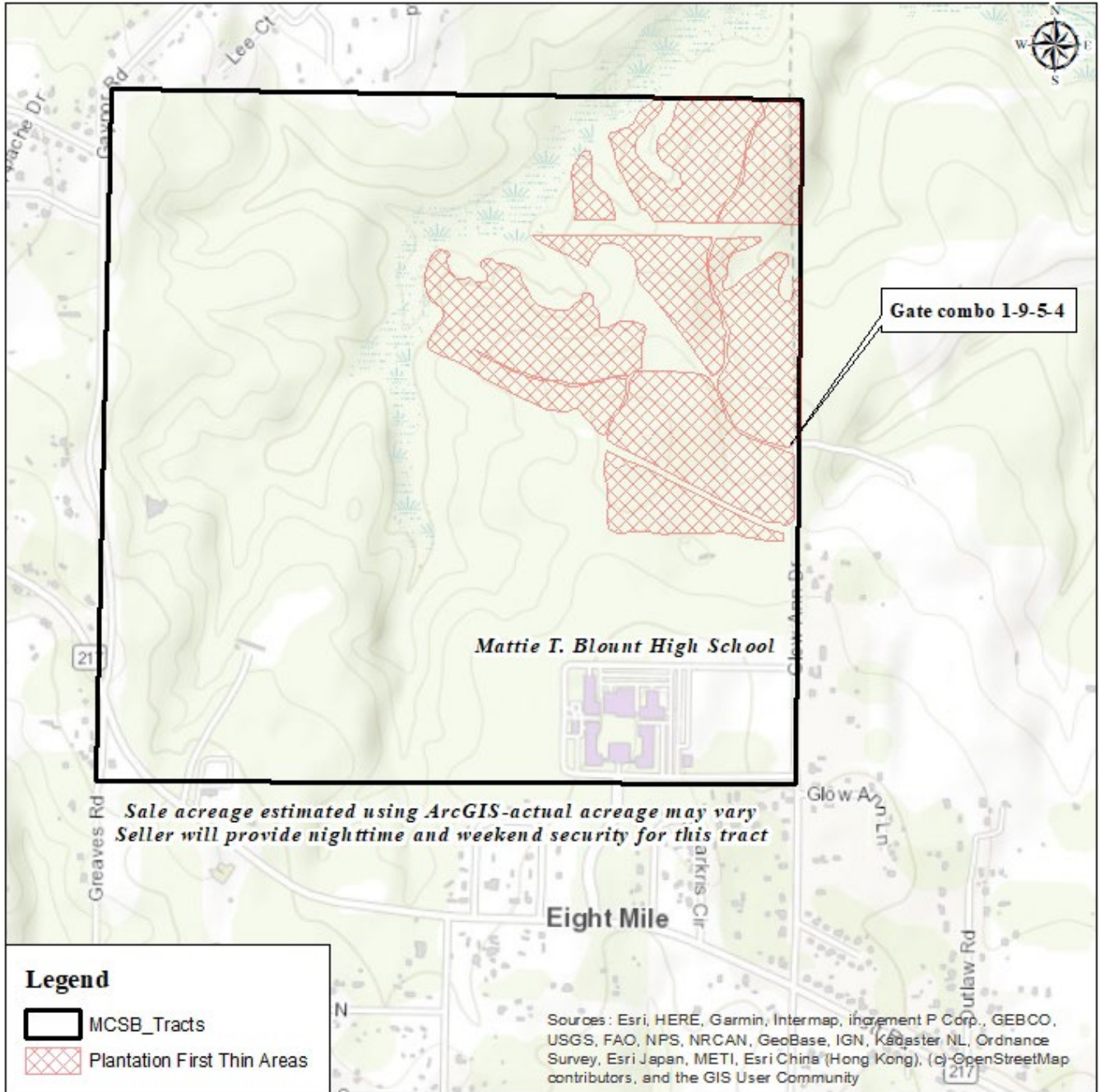
General Location Map





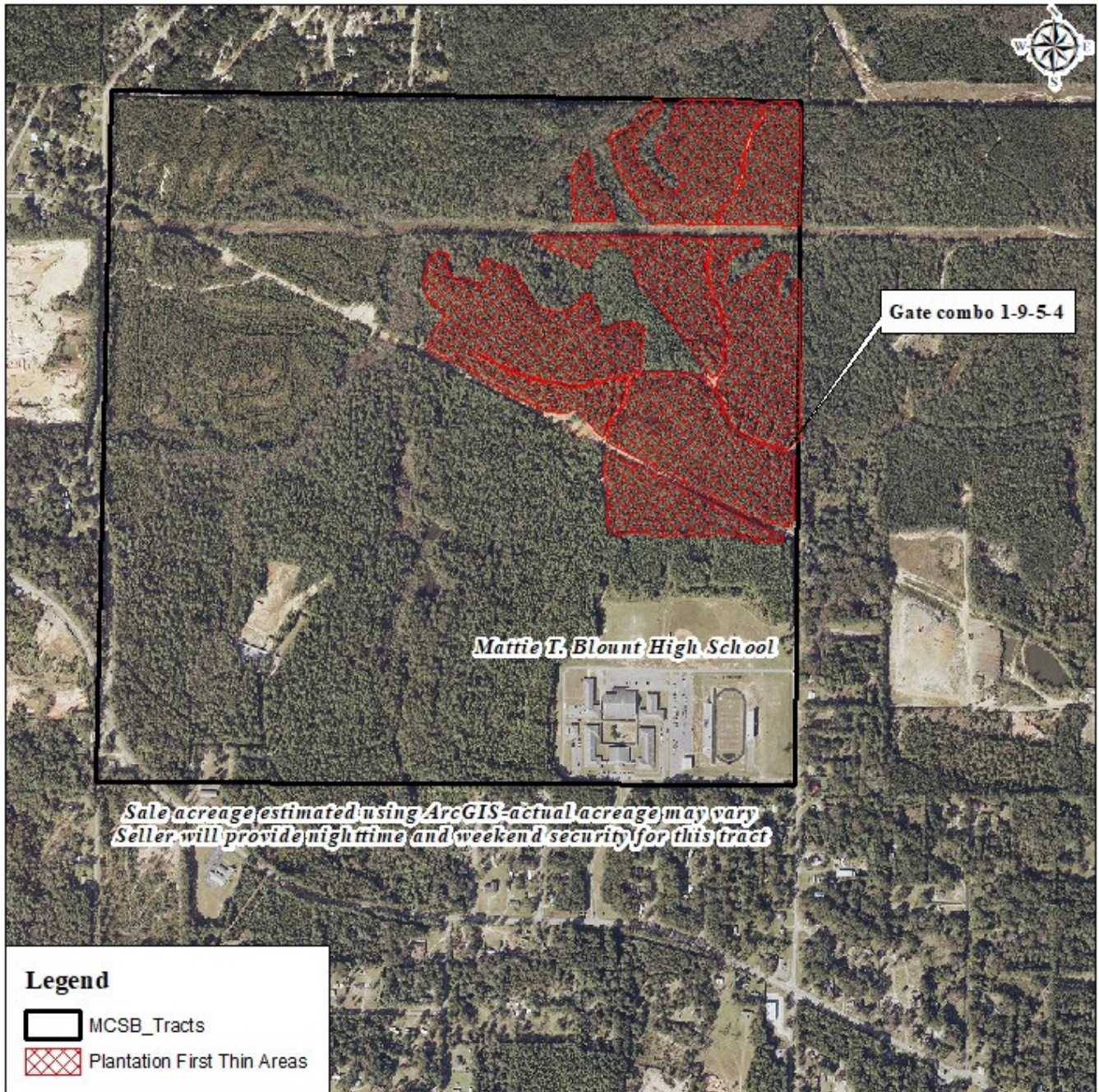
Board of School Commissioners of Mobile County  
 Bid #24-04; Indian Springs Tract Timber Sale  
 Portions of Section 16, Township 3 South-Range 2 West  
 Mobile County, Alabama  
 +/- 116 Plantation Thinning Acres (GIS)

Sale Area & Topographic Map



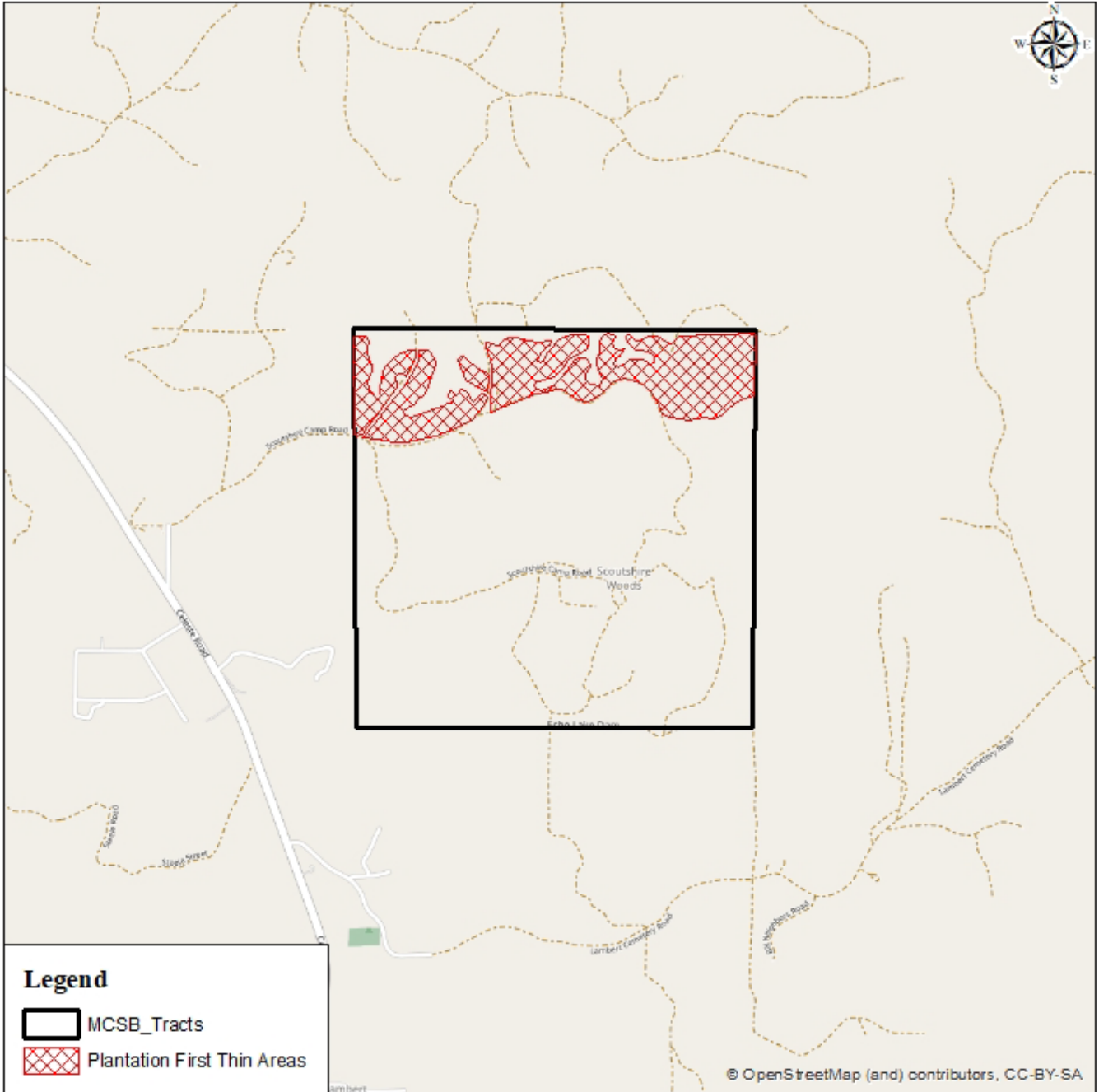
Board of School Commissioners of Mobile County  
Bid #24-04; Indian Springs Tract Timber Sale  
Portions of Section 16, Township 3 South-Range 2 West  
Mobile County, Alabama  
+/- 116 Plantation Thinning Acres (GIS)

Aerial Photograph



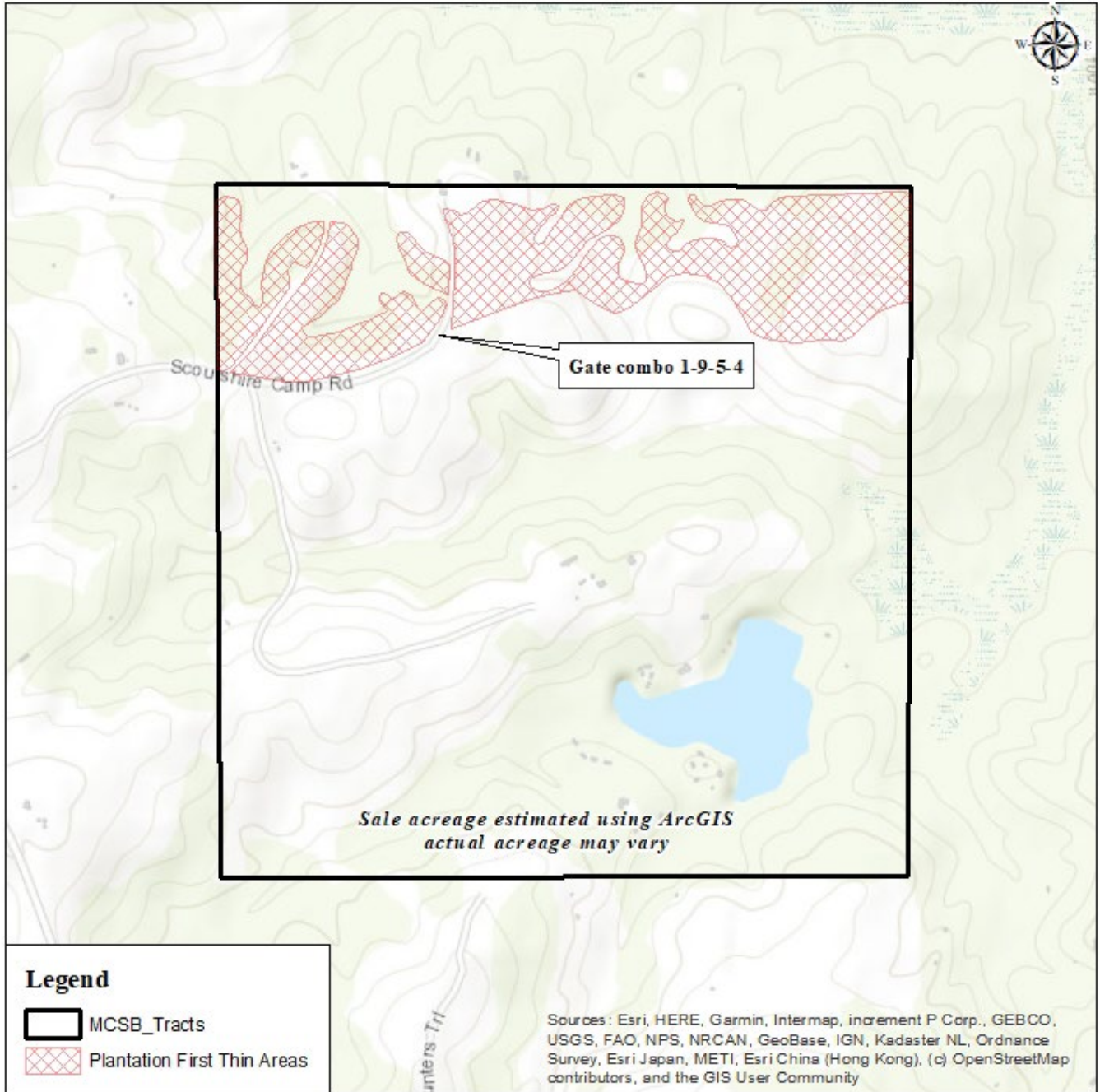
Board of School Commissioners of Mobile County  
Bid #24-04; Scoutshire Tract Timber Sale  
Portions of Section 16, Township 1 North-Range 2 West  
Mobile County, Alabama  
+/- 100 Plantation Thinning Acres (GIS)

General Location Map



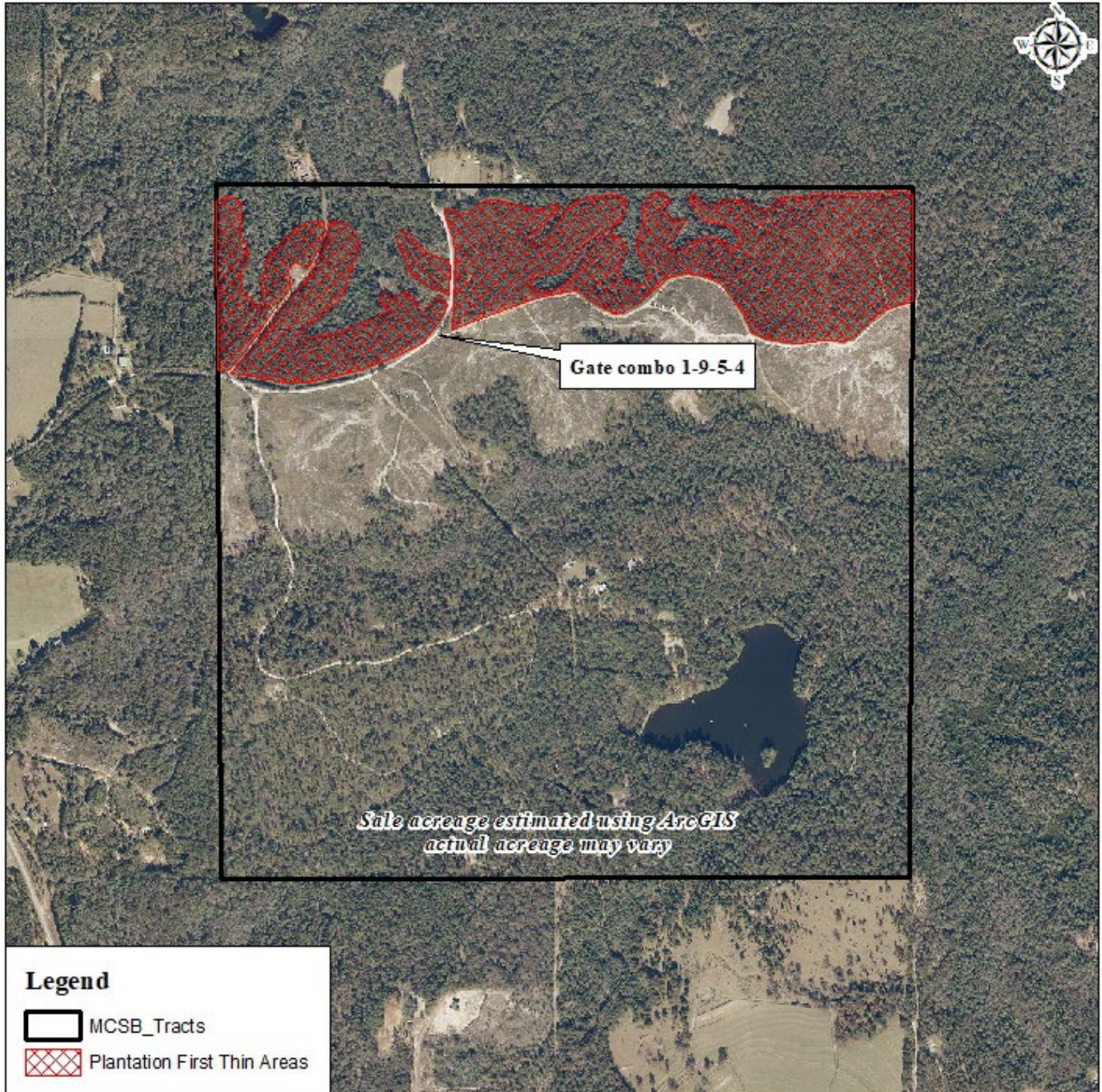
Board of School Commissioners of Mobile County  
Bid #24-04; Scoutshire Tract Timber Sale  
Portions of Section 16, Township 1 North-Range 2 West  
Mobile County, Alabama  
+/- 100 Plantation Thinning Acres (GIS)

Sale Area & Topographic Map



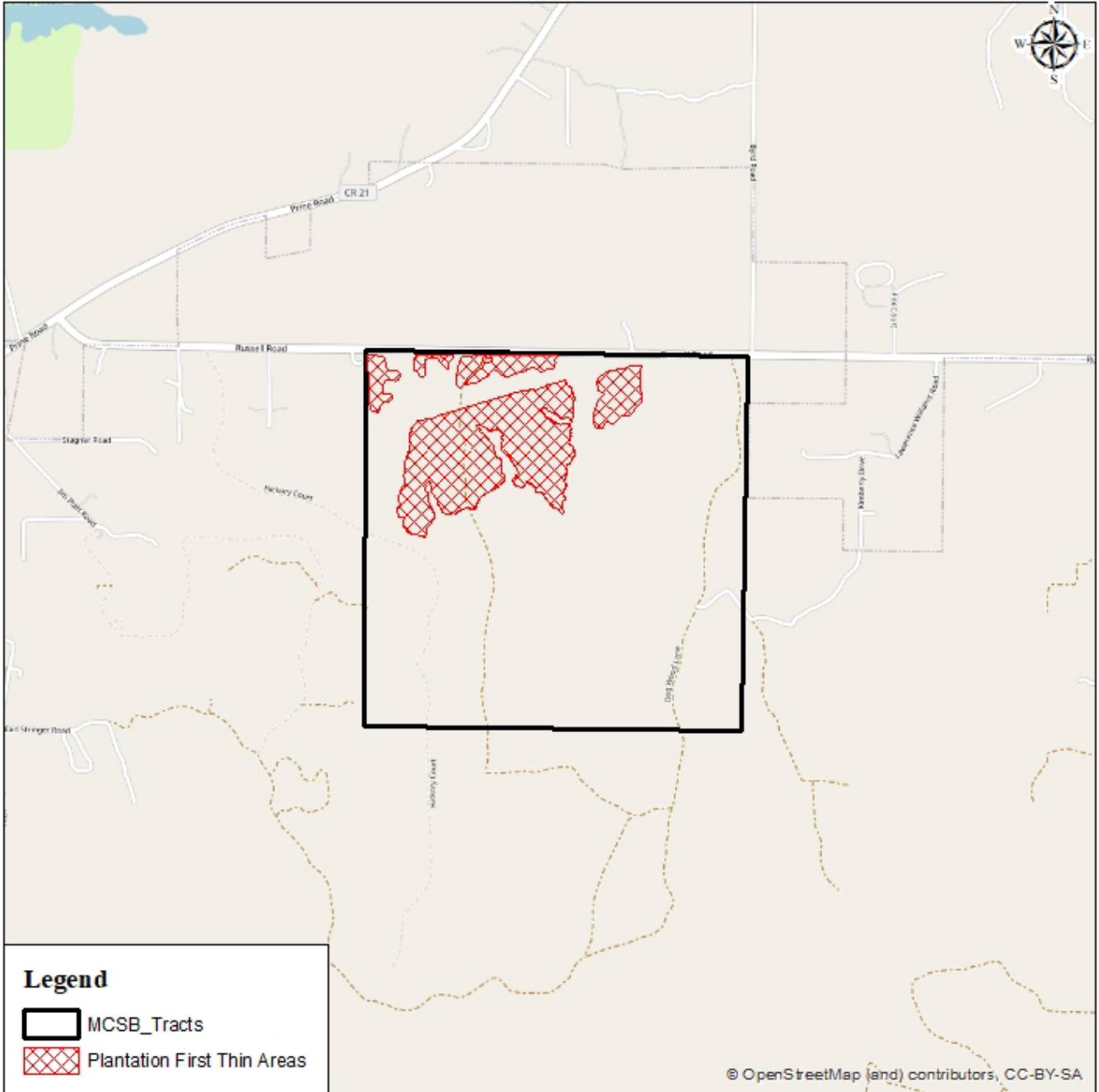
Board of School Commissioners of Mobile County  
Bid #24-04; Scoutshire Tract Timber Sale  
Portions of Section 16, Township 1 North-Range 2 West  
Mobile County, Alabama  
+/- 100 Plantation Thinning Acres (GIS)

Aerial Photograph



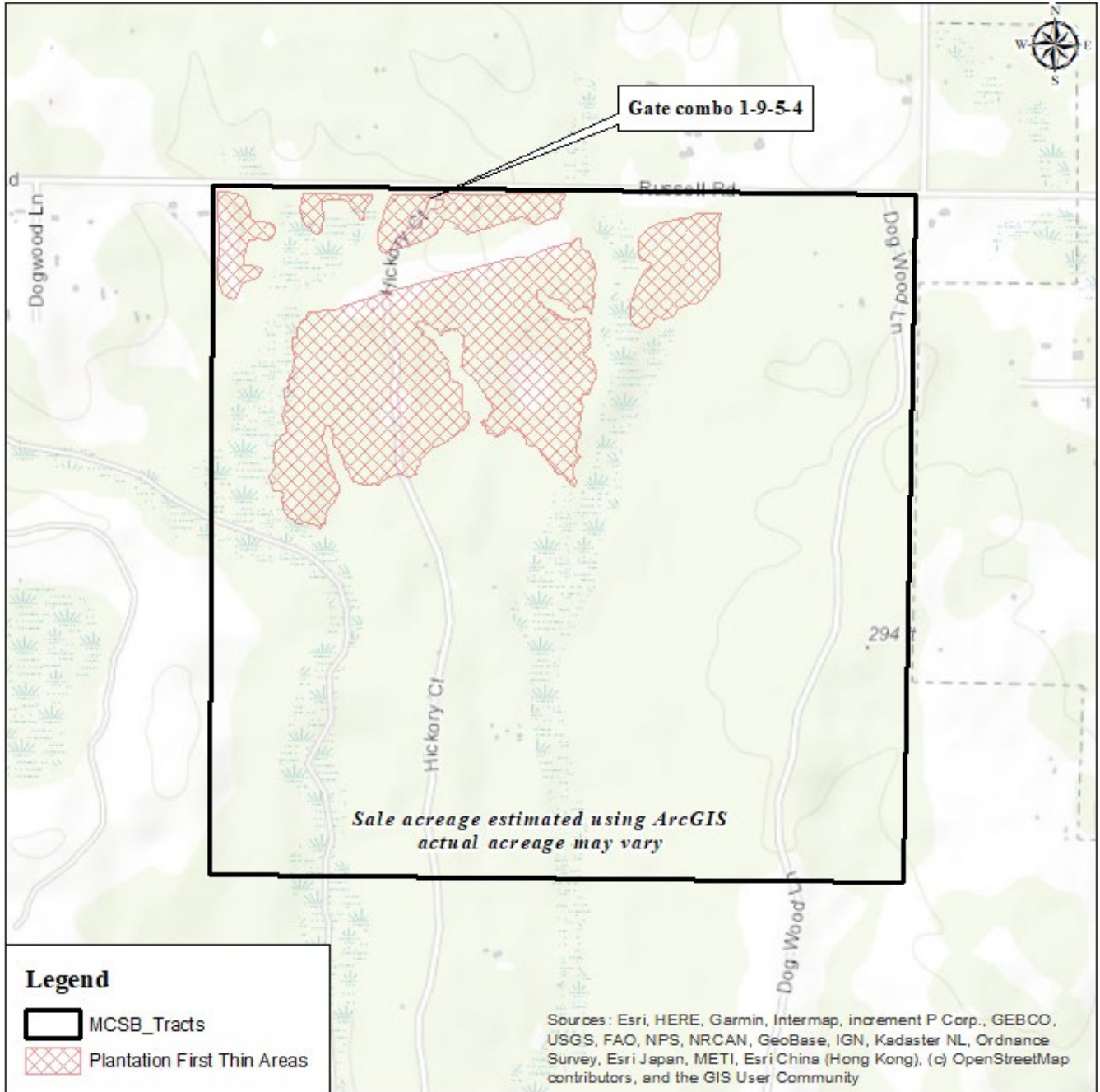
Board of School Commissioners of Mobile County  
Bid #24-04; Russell Road Tract Timber Sale  
Portions of Section 16, Township 1 North-Range 3 West  
Mobile County, Alabama  
+/- 97 Plantation Thinning Acres (GIS)

General Location Map



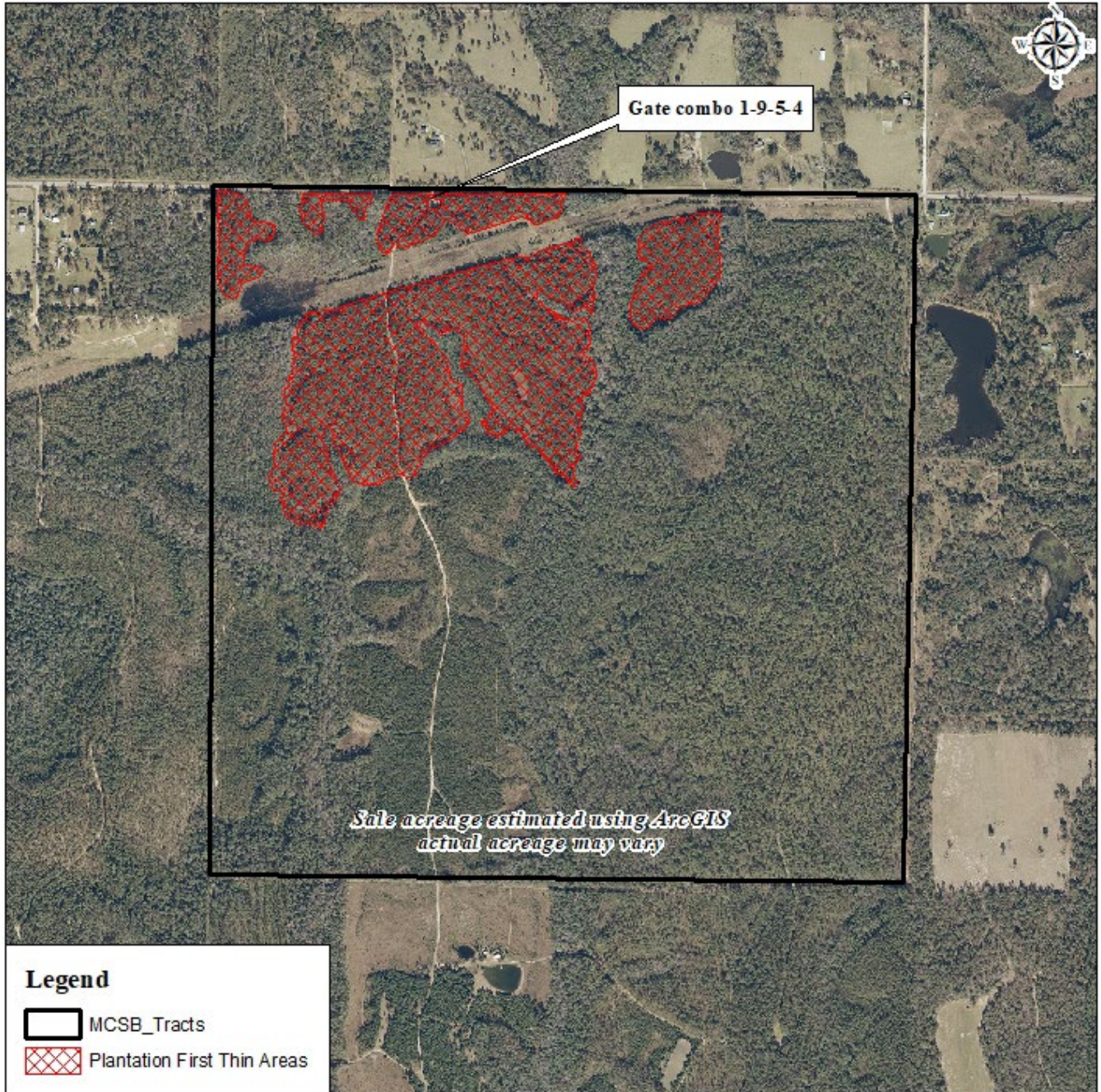
Board of School Commissioners of Mobile County  
Bid #24-04; Russell Road Tract Timber Sale  
Portions of Section 16, Township 1 North-Range 3 West  
Mobile County, Alabama  
+/- 97 Plantation Thinning Acres (GIS)

Sale Area & Topographic Map



Board of School Commissioners of Mobile County  
Bid #24-04; Russell Road Tract Timber Sale  
Portions of Section 16, Township 1 North-Range 3 West  
Mobile County, Alabama  
+/- 97 Plantation Thinning Acres (GIS)

Aerial Photograph





BOARD OF SCHOOL COMMISSIONERS  
MOBILE COUNTY PUBLIC SCHOOLS

VENDOR MINORITY QUESTIONNAIRE

BID NO#: 24-04

Please complete this form and return it with your bid proposal. Should you choose not to bid at this time, please complete this form and forward back to our office as soon as possible. It is necessary that you check all categories that apply to your company. Failure to comply could result in rejection of your proposal and/or removal of your name from our bidder's list, as we are now required to provide this information to the State Department.

VENDOR NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_

FAX #: \_\_\_\_\_

IS THE COMPANY MINORITY OWNED?:    \_\_\_ YES    \_\_\_ NO

IS THE COMPANY OWNED BY:            \_\_\_ MALE    \_\_\_ FEMALE    \_\_\_ BOTH

IS THE COMPANY INCORPORATED        \_\_\_ YES    \_\_\_ NO

ETHNICITY OF OWNERSHIP:

- \_\_\_ ASIAN AMERICAN
- \_\_\_ AMERICAN INDIAN
- \_\_\_ BLACK
- \_\_\_ DISABLED
- \_\_\_ HISPANIC
- \_\_\_ OTHER (*PLEASE SPECIFY*): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

# IMMIGRATION LAW COMPLIANCE

## CONFIRMATION REQUEST: AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE

### Vendor Information

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
*Street Address* *Suite/Unit #*

\_\_\_\_\_ *City* *State* *ZIP Code*

Phone: ( ) \_\_\_\_\_ Alternate Phone: ( ) \_\_\_\_\_

### Please Read the attached Immigration Notice and Select one (1) of the Following:

The Alabama Immigration Law **DOES NOT** apply to the above named company. Please explain:

\_\_\_\_\_  
\_\_\_\_\_

The Alabama Immigration Law **DOES** apply to the above named company and the documents are on file with Mobile County School System

The Alabama Immigration Law **DOES** apply to the above named company and the **AFFIDAVIT OF ALABAMA IMMIGRATION COMPLIANCE** DOCUMENTS are ATTACHED with the Bid Response

The documents are available at [www.mcps.com/immigrataion](http://www.mcps.com/immigrataion) and [www.dhs.gov/e-verify](http://www.dhs.gov/e-verify)

\_\_\_\_\_  
*Employee Signature*

\_\_\_\_\_  
*Date*