



**QUALITY WATER
QUALITY SERVICE**

OCTOBER 2014

REQUEST FOR BID

TIMBER SALE

CLAYTON COUNTY WATER AUTHORITY

1600 Battle Creek Road

Morrow, Georgia 30260

**Bid Opening: Tuesday, October 28, 2014 at 2:00 p.m. (local time)
1600 Battle Creek Road, Morrow, GA 30260**

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Division 1

General Information

Section 1: Request for Bids

Clayton County Water Authority
1600 Battle Creek Road
Morrow, Georgia 30260

Name of Project: **Timber Sale**

The Clayton County Water Authority will open sealed bids from contractors at its office located at 1600 Battle Creek Road, Morrow, Georgia 30260, on **Tuesday, October 28 at 2:00 p.m. (local time)**. Any bids received after the specified time will not be considered.

In an effort to promote responsible environmental practices this bid package is available in electronic (Adobe PDF) format and can be requested by calling 770-960-5223, M-F, 8:00 am - 5:00 pm, or by e-mail to **ccwa_procurement@ccwa.us**. Bidders will need to provide contact information and an email address, and any file size transfer limits to insure email transmittals can be made.

Clayton County Water Authority

Ms. Walter Marie Barber, Chairperson

END OF SECTION

Division 1

General Information

Section 2: General Overview

1.1 Intent and Purpose

This is an invitation to your firm to submit a sealed bid to purchase timber on several tracts located in Clayton County and Henry County, Georgia. The tracts are located just south of Jonesboro, and just north of Lovejoy, Georgia. (See location maps enclosed).

The bids shall be delivered or mailed to the Clayton County Water Authority (CCWA), located at 1600 Battle Creek Road, Morrow, GA 30260 in a sealed envelope, on or before **Tuesday, October 28, 2014 at 2:00 p.m. (local time)**. The envelope shall be marked "Sealed Bid" and carry the bid title, date and time of bid opening (refer to General Instructions to Bidders). Any and all bids received after this date and time will be considered unresponsive.

Site visits to the tracts can be arranged by contacting Mr. Mark Cochran from Monday to Friday, between 8:00 am and 4:00 pm (local time). Contact information is as follows:

Site Access Contact:

Mr. Mark Cochran
Office: 770-478-2628 Ext. 27
Cell: 678-614-1967
mcochran@ccwa.us

Timber Cruise / Map Questions:

Mr. Todd Hunt, with TMI (CCWA Consultant)
Cell: 478-954-1149
tmi1@cox.net

1.2 Bid Evaluation

It is the intention of the CCWA to award the timber sale to the highest responsive bidder. The highest responsive bidder will be determined as follows:

- Harvest Sites A, B and C: Bids will be evaluated on the lump sum bid by site.
- Woolsey Road Tract: Bids will be evaluated on a per ton basis.

All bid evaluations will be at the sole discretion of CCWA and our timber consultant.

Division 1

General Information

Section 2: General Overview

CCWA reserves the right to award to more than one bidder on a per site basis (sites being defined as A, B, C, and the Woolsey Road Tract) as shown in this bid document and on the Bid Form.

Also, CCWA reserves the right to reject any or all bids. If all bids are rejected then CCWA has no further obligation to any bidder.

Should any potential bidder have questions or require clarification regarding any of the requirements or other information contained in this RFB, such questions or requests must be submitted in writing to ccwa_procurement@ccwa.us or faxed to 770-960-5237.

END OF SECTION

Division 2

Bid Requirements

Section 1: Instructions to Bidders

These instructions are to be followed by every entity bidding to provide the Clayton County Water Authority (CCWA). These instructions constitute an integral part of the bid, and any bidder agrees that tender of a bid constitutes acknowledgment and acceptance of its obligation to adhere to these instructions.

1. If there is any question whatsoever regarding any portion of the specifications, it shall be the bidder's responsibility to seek clarification immediately from the CCWA, as early as possible prior to the bid opening. Requests for interpretations of this bid must be made in writing to ccwa_procurement@ccwa.us.

Unless it is otherwise stated in the bid documents, it shall be the responsibility of the bidder to inform itself as to all conditions of the work site and to make and take account thereof in calculating and submitting its bid. Documents may be made available by the CCWA during the bidding process; no warranty of accuracy is made in regard to these documents, and it is the responsibility of the bidder to make its own investigations as to the nature of the work and the conditions under which it shall be performed, and to make its own independent assumptions as to these matters. The burden of anticipating unforeseen circumstances, either hidden or latent, and the conditions of the work site and all related circumstances, and the cost of accommodating therefore should unanticipated circumstances be later encountered shall rest upon the bidder.

In the event that, after the acceptance of a bid by the Board of Directors of the CCWA, any unsuccessful bidder wishes to contest such action, a written "Notice of Contest" must be filed with the General Manager no later than close of business on the 5th business day after the selection of successful bidder by the Board. Failure to timely file such notice shall forever preclude the filing of a contest of the award, or any civil action in the courts of the State of Georgia or of the United States.

2. Bids must be made on the enclosed Bid Form. Unless otherwise requested, only one copy of the Bid Form needs to be submitted, and this copy must be typewritten or printed in ink. All copies of any Bid Forms must be signed in ink by the person or persons authorized to sign the Bid Form. The person signing the Bid Form must initial any changes or corrections.
3. The name of the person, firm, or corporation making the bid must be printed in ink, along with the bidder's signature, on all separate sheets of the Bid Form. If a bid is made by an individual, his name and Post Office address must be

Division 2

Bid Requirements

Section 1: Instructions to Bidders

- shown. If made by a firm, or partnership, the name and the Post Office address of each member of the firm or partnership must be shown. If made by a Corporation, the person or persons signing the bid must show the name of the State under the laws of which the Corporation is chartered and his, or their, authority for signing same. The names, titles and addresses of the President, Secretary and the Treasurer and the corporate authority for doing business in this state shall be listed and returned with the Bid Form.
4. All bids must be hand delivered, delivered by courier service, or mailed via the United States Postal Service. No facsimiles will be accepted. The person, firm, or corporation making the bid shall submit it in a sealed envelope on or before the date and time specified in the bid package. The envelope shall be marked "Sealed Bid" and carry the bid title, and date and time of opening as set forth in the bid package. The envelope shall also bear the name of the party making the bid and the party's address. Address bids to Clayton County Water Authority, 1600 Battle Creek Road, Morrow, Georgia, 30260.
 5. The CCWA reserves the right to insist upon formal requirements. Any variation from the specifications must be clearly stated by the bidder in writing and submitted with the bid. Bids with variations may be rejected if they show serious omissions or alterations of form.
 6. By tendering a bid, a Bidder agrees to leave the bid open for acceptance by the CCWA for sixty (60) days after the date set for the opening thereof. No bidder may withdraw or modify his bid during this period.
 7. By tendering a bid, the bidder certifies that the bidder has carefully examined these instructions and the terms and specifications applicable to and made a part of the Bid. The bidder further certifies that the prices shown in any schedule of items on which the bidder is bidding are in accordance with the conditions, terms and specifications of the Bid and that they are aware that any exception taken thereto may disqualify the bid. Bidders are required to inform themselves fully as to the availability of materials and the conditions relating to construction and labor under which any work will be or is now being performed. No error or misjudgment nor any lack of information on local conditions, general laws or regulations on the part of the bidder shall merit withdrawal of the bid.
 8. The purpose of this Bid is to establish contract prices.

Division 2

Bid Requirements

Section 1: Instructions to Bidders

9. Bidders are hereby notified and agree by submission of a Bid Form that if additional items not listed in the Bid Form become necessary and require unit prices not established by the Bid Form, the unit prices of such items shall be negotiated and shall be directly proportional to the established unit prices of similar items in the Bid Form.
10. The time for completion of the work is stated in the Bid Form.
11. The bidder must employ such methods and means in carrying out the work as will not cause any interruption of or interference with any other Contractor.
12. The successful bidder must comply with the applicable Risk Management Requirements and the Hold Harmless Agreement (pages 8-10) prior to beginning performance.
13. The contract between the CCWA and the Contractor shall be executed on a form provided by CCWA and will be subject to all requirements of the contract documents (which include but may not be limited to the contract, these instructions, the Risk Management Requirements, and the Hold Harmless Agreement), and shall form a binding contract between the contracting parties.
14. Failure to execute the contract or to furnish any required satisfactory proof of carriage of required insurance within ten (10) days from the date of notice of award of the Contract shall be just cause for the annulment of the award. The award may then be made to the next highest responsible Bidder or the sale may be re-advertised
15. Award of this Bid shall be by action of the CCWA Board at its regular monthly meeting and is anticipated to be presented at the November 2014 meeting.
16. The CCWA reserves the right, with or without notice or cause, to accept any bid regardless of the amount thereof; to reject any bid, or any number of bids; to negotiate with any bidder for a change of or alterations in its bid; to reject all bids and to call for additional bids upon the same or different invitations to bid; to be sole judge, in its discretion, on all questions as to whether or not a bid complies with the invitation to bid.

END OF SECTION

Division 2

Bid Requirements

Section 2: Risk Management Requirements

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Clayton County Water Authority (CCWA) Certificates of Insurance, certifying the required insurance coverages and stating that each policy has been endorsed to provide thirty (30) day notice to CCWA in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

Hold harmless Agreement in favor of Authority, a copy of which is attached.

CONTRACTS FOR UP TO \$40,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$40,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

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Bid Requirements

Section 2: Risk Management Requirements

CONTRACTS FOR UP TO \$40,000

CONTRACTS FOR MORE THAN \$40,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of CCWA may elect to require higher limits.

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

END OF SECTION

Division 2

Bid Requirements

Section 3: Hold Harmless Agreement

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Clayton County Water Authority (the "Owner"), and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Before the start of any work, the Contractor shall furnish to the Owner:

1. Certificates of Insurance in companies and with limits acceptable to the Owner, covering:
 - a) Workmen's Compensation Insurance
 - b) Commercial General and Automobile Liability Insurance covering all operations and automobiles; including Contractor's Protective Coverage for any Subcontractor's operations.
 - c) An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract.
 - d) These certificates to contain:
 1. Name of Insurance Company.
 2. Policy Number.
 3. Policy inception and expiration dates.
 4. Name and address of insured.
 5. Name and address of agent.
 6. Limits of Liability.
 7. Type of Insurance coverage.

Division 2

Bid Requirements

Section 3: Hold Harmless Agreement

8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage.
 9. Statement that the policy applies to the project number or job concerned.
 10. Attach copy of Endorsement that shows that each of the policies have been amended to provide thirty (30) days notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.
2. Endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this contract.

The Contractor shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

END OF SECTION

Division 2

Bid Requirements

Section 4: Bid Submittals

1.1 Submittal Requirements

The following items are required to be included as part of the bid submittal. Failure to include any of these items may result in the bid being deemed non-responsive:

- A) Bid Form
- B) Bidder Qualification Information

Division 2

Bid Requirements

Section 5: Bid Form

Bid of _____
(Hereinafter "Bidder"), organized and existing under the laws of the State of _____,
doing business as _____ (insert "a corporation," "a
partnership," or "an individual" or such other business entity designation as is applicable).

To the Clayton County Water Authority (hereinafter "Owner").

In compliance with the Request for Bids, Bidder hereby proposes to perform all Work for **Timber Sale** in strict accordance with the Contract Documents as enumerated in the Request for Bids, within the time set forth therein, and at the prices stated below.

By submission of this bid, Bidder certifies, and in the case of joint bid each party thereto certifies as to the party's own organization that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other Bidder or with any competitor. Bidder also certifies compliance with the Instructions to Bidders.

In submitting this bid, Bidder certifies Bidder is qualified to do business in the state of Georgia as required by laws, rules, and regulations or, if allowed by statute, covenants to obtain such qualification prior to contract award.

CONTRACT EXECUTION AND BONDS:

The undersigned Bidder agrees, if this bid is accepted, to enter into an Agreement with OWNER on the form included in the Documents to perform as specified or indicated in the Documents for the Contract Price derived from the bid and within the times indicated herein and in accordance with the other terms and conditions of the Documents.

Bidder accepts the terms and conditions of the Documents.

INSURANCE:

Bidder further agrees that bid amount(s) stated herein includes specific consideration for the specified insurance coverages.

CONTRACT TIME: The successful bidder(s) will have two weeks to close assuming the title is clear and no unusual problems arise.

The successful bidder(s) will be given 12 months from the execution of the contract to cut and remove the trees described herein. During wet weather the logging operation may be stopped by CCWA, or their agent, in the event that damage or rutting occurs to the land or roads. The successful bidder(s) agree to repair any and all damage created from moving

Division 2

Bid Requirements

Section 5: Bid Form

equipment in wet weather conditions. The contract shall be extended for any days that are lost due to wet weather suspensions for up to six months.

BID:

The undersigned proposes to complete, in all respects, sound and conformable with this Contract Document the work for the amounts as shown on the following Bid Form.

Item #	Description	Lump Sum
1	Harvest Site A - Units 20W and 20E	
2	Harvest Site B - Units 3E, 5D, and 5E	
3	Harvest Site C - Units 5B, 6D, and 6E	

		Harvest Site D - Woolsey Road Tract			
Item #	Description	Per ton	Butt Size	Top Size	Min. Length
4	Pine Pulpwood				
5	Super Pulpwood				
6	Pine Chip-n-Saw				
7	Pine Sawtimber				
8	Hardwood Pulp				
9	Pallet				
10	Cross Ties				
11	Oak Sawtimber				
12	Poplar Sawtimber				
13	Fuelwood				
14	Other				

(COMPANY NAME OF BIDDER)

(DATE)

Division 2

Bid Requirements

Section 5: Bid Form

Submitted by:

(COMPANY NAME OF BIDDER)

By: _____
(SIGNATURE)

(TITLE)

(DATE)

(ATTEST)

(SEAL)

(ADDRESS)

(PHONE NUMBER)

(FAX NUMBER)

(LICENSE NUMBER) (If applicable)

(E-MAIL ADDRESS)

END OF SECTION

Division 2

Bid Requirements

Section 7: Bidder Qualification Information

COMPANY NAME OF BIDDER:

NUMBER OF YEARS IN BUSINESS

BUSINESS ADDRESS OF COMPANY:

TELEPHONE NUMBER:

FAX NUMBER:

POINT OF CONTACT NAME:

POINT OF CONTACT EMAIL

ADDRESS:

COMPANY TAX ID NUMBER:

COMPANY WEBSITE:

ENTITY TYPE: Individual/Sole Proprietor Employee Owned Company

Privately Held Corporation/LLC Partnership

Publicly Owned Company Attorney

Other (specify):

NAME OF PRINCIPAL OFFICERS:

END OF SECTION

Division 3

Contract Forms

Section 1: Agreement Form

**STATE OF GEORGIA
COUNTY OF CLAYTON**

CONTRACT OF SALE

This Agreement made and entered into this ____ day of _____, 20____,
between the CLAYTON COUNTY WATER AUTHORITY (hereinafter "the Authority") and
_____, (hereinafter "Buyer")
witnesseth:

WHEREAS, the Authority desires to sell timber located on property owned by the
Authority; and

WHEREAS, the Buyer and the Authority desire to enter into an Agreement for Buyer to
harvest and purchase some or all of such timber;

NOW THEREFORE, the parties agree as follows:

1. **DESCRIPTION OF TRANSACTION:** Buyer shall purchase timber from the
Authority, on approximately _____ acres, as shown on the attached
maps in accordance with Request for Bid dated October 2014.

Such timber is located on the following described tract(s) of land:

Buyer shall be responsible for cutting said timber and removing it from the
Authority's property subject to the terms and conditions contained in the Request
for Bid dated _____ and this Agreement.

2. **COMPENSATION TO THE AUTHORITY FROM BUYER:**

Buyer shall pay to the Authority for said timber the lump sum of
\$_____ simultaneously with the execution of this
Agreement by the Authority for the clear-cut area as described above. All other
selectively marked timber will be harvested according to the bid prices submitted
on _____, hereto attached as part of this Agreement.

Payment for the lump sum amount of \$_____ shall be at the
execution of this document while payment for marked timbers on a per ton basis
to be received by the Authority within thirty (30) days of the sale of such timber
along with necessary documentation to substantiate the tons harvested.

Division 3

Contract Forms

Section 1: Agreement Form

3. **DEPOSIT:** Buyer shall deposit with the Authority before the commencement of operations by Buyer under this Agreement funds in the amount of Two Thousand Dollars (\$2,000.00) to be held by the Authority and to be applied as provided for in this Agreement. Upon completion of this Agreement, any amount of the deposit remaining shall be applied toward any remaining purchase price or refunded to Buyer if the entire purchase price has been paid.
4. **TIME FOR COMPLETION:** The successful bidder(s) will be given 12 months from the execution of the contract to cut and remove the trees described herein. Harvesting shall be considered completed upon Buyer's cutting of all trees designated to be cut and all contractual obligations being completed. Absent any extension in time agreed to in writing by the Authority or as otherwise provided for in this Agreement, Buyer shall complete harvesting by 12 months from the execution of the contract. In the event Buyer fails to complete harvesting on time, Buyer shall indemnify the Authority for any expenses incurred by the Authority in completing such harvesting. Buyer shall have thirty (30) days from the completion of harvesting to remove all of its equipment, machinery, and other property from the Authority's premises. In the event Buyer fails to remove any of its equipment as required by this Paragraph, such equipment shall be deemed abandoned and title to such equipment shall vest in the Authority. During wet weather the logging operation may be stopped by the Authority, or his agent, in the event that damage or rutting occurs to the land or roads. Buyer agrees to repair any and all damage created from moving equipment in wet weather conditions. The contract shall be extended for any days that are lost due to wet weather suspensions for up to six months.
5. **SALE BOUNDARIES:** Buyer shall remain within the sale boundaries designated by the Authority and shall cut only such trees as the Authority designates.
6. **AGENT FOR THE AUTHORITY:** Buyer understands that Timber Management, Inc. ("TMI") is acting as the Authority's agent for the purposes of this Agreement, and Buyer agrees to respond to communications from TMI as it would respond to communications from the Authority unless Buyer receives conflicting communications from TMI and the Authority, in which event Buyer shall immediately notify TMI and the Authority of such conflicting communications in writing.
7. **PAYMENT FOR TIMBER NOT HAULED:** All merchantable trees that are severed or cut must be paid for at full stumpage prices. All merchantable trees not utilized within 14 days of harvest will be cruised by Timber Management Inc. to determine product, tons, and value. Buyer will be sent an invoice for trees and cruise and pay for cruise fee and timber within 14 days of receipt.

Division 3

Contract Forms

Section 1: Agreement Form

8. **LIQUIDATED DAMAGES:** Buyer agrees to protect all merchantable pine and hardwood trees not designated for harvest. If undesignated trees are blatantly destroyed or skinned, in the opinion of Timber Management Inc., then Buyer agrees to pay three times the stumpage value for those trees. Authority understands that some trees will be accidentally skinned or destroyed in the normal logging process. All accidental skins will be marked by Buyer with tree wound dressing. In the event Buyer shall fail or refuse to make such payment(s), and in the event that the advance deposit shall be insufficient for such purposes, then, and in addition to any other remedies to which the Authority may be entitled by law, the Authority shall have the right to recover the same by suit, together with all costs, expenses, and attorney fees incident thereto and, at its option, immediately terminate this Agreement.
9. **TRANSFER OF TITLE AND RISK OF LOSS:** Title to all timber and risk of loss of such timber shall pass from the Authority to Buyer as individual trees are severed from the stump, provided that the Authority hereby reserves and retains a first and prior lien on all timber products cut for the amount of any unpaid purchase price owed by Buyer to the Authority. This lien shall attach to the proceeds of any sale of said timber products. Buyer will execute as further evidence of said lien any security instruments the Authority may require, including but not limited to Chattel Mortgages, transfers or negotiable bills of lading, and assignments or proceeds of sale.
10. **WARRANTY OF TITLE:** The Authority is the legal owner of said timber and warrants the title to the timber hereby conveyed against the lawful claims of all third parties.
11. **NO WARRANTY AS TO VALUE:** The Authority makes no warranty, nor representation, nor covenant as to the value, quality or quantity of any timber covered hereby, nor the logging conditions in connection therewith.
12. **SEVERANCE TAXES:** Buyer shall be liable for severance taxes assessed on timber herein conveyed.
13. **BUYER'S RIGHT OF ACCESS:** Buyer has a right of access onto the Authority's property for harvesting purposes. If Buyer has to cross a third party's property to enter the Authority's land, Buyer must first obtain a right of access from the third party.
14. **ROADS, STRUCTURES, AND OTHER IMPROVEMENTS:** The location and design of any and all mill sites, roads, landings, decking areas, or similar structures or improvements must be approved of by the Authority before construction of any such structures or improvements begins. Roads and trails

Division 3

Contract Forms

Section 1: Agreement Form

must be open before harvesting begins.

15. **RIGHT TO INSPECT**: The Authority shall at all times have the right to inspect any areas where Buyer is harvesting trees.
16. **UNCONTROLLABLE EVENTS**: Neither Buyer nor the Authority is liable for payments or performance due to uncontrollable events such as fires and floods. In such an event, Buyer shall be allowed an additional period equal to the period of delay in performance in which to complete this Agreement.
17. **HUNTING/FIREARMS**: No employee or agent of Buyer shall hunt, fish, or possess a firearm on the Authority's premises.
18. **FIRE PREVENTION**: Buyer shall use all reasonable precautions to prevent fires. Buyer shall also provide and maintain adequate clear areas and fire breaks around mill sets and warming fires, and at the request of the Authority shall suspend any or all operations during any period of extremely high forest fire hazard, but in such an event Buyer shall be allowed an additional period equal to the period of suspension in which to complete this Agreement. The Authority specifically reserves the right to prohibit the making of fires in the woods if it is deemed advisable to do so from a fire protection standpoint. In the event a fire burns on the Authority's property, or on adjacent property and may spread to the Authority's property, Buyer agrees promptly to notify the Authority of such fire, if possible, and to have its employees, agents, or contractors who might be carrying on operations on the Authority's property control or assist in controlling any such fires when safe and practicable.
19. **FORESTRY MANAGEMENT PRACTICES**: Buyer shall follow the May 2009 Edition of the "Recommended Best Management Practices for Forestry in Georgia" published by the Georgia Forestry Commission, including any additions to that document made after the date of this Agreement.
20. **MITIGATION OF DAMAGE**: All trees shall be felled and removed in a manner to do the least possible damage to standing timber. All tree tops must be down on the ground. No tree tops or slash (i.e. limbs, branches, leaves, etc.) will be left suspended on standing live timber. No tree tops or slash will be left in any road, ditch line, trail or within the banks of any stream. Buyer shall cut all timber as close to the ground as practicable, but above any ground level markings.
21. **DISPOSAL OF TRASH**: Buyer shall not permit the deposit, nor accumulation, of any trash, garbage, refuse or other similar matter upon the Authority's premises and shall promptly remove all such matter from the Authority's premises and lawfully dispose of same. Buyer shall collect all used and spent petroleum products in suitable containers and shall dispose of same in a proper and lawful

Division 3

Contract Forms

Section 1: Agreement Form

manner. Buyer shall take any and all steps necessary to prevent spills or leakage of petroleum products into drainage ditches, streams or other bodies of water. In the event of a petroleum spill or leakage, Buyer shall immediately contain the spill, notify the proper governmental authorities and notify the Authority, in that order. If such a spill results from any act on Buyer's part, Buyer shall, without delay, clean up the spill to the satisfaction of the proper governmental authorities and the Authority.

22. **BUYER'S COMPLIANCE WITH LAWS AND REGULATIONS:** Buyer shall at all times comply with all applicable local, state and federal laws and regulations, including specifically, but not limited to, all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act; the regulations and orders of the United States Department of Labor issued under Section 14 thereof; the applicable provisions of Executive Order 11246; the Occupational Safety and Health Act; the Endangered Species Act; the Clean Water Act; and all applicable amendments to such laws and regulations and revisions thereof. Buyer shall also comply with the Clayton County Landscaping, Bufferyard, and Tree Replacement Regulation 2000, Section 86-56 "Permit", Sub-section d. The Buyer must obtain any and all obtain a logging and/or other permits that might be required.
23. **ENDANGERED SPECIES:** If a suspected endangered or threatened species is discovered on the Authority's property by Buyer, its agents, employees or contractors, during Buyer's harvesting operations, Buyer shall immediately notify the Authority and shall cease activities in the area. If it is determined by the Authority that any state or federal law, rule, or regulation would be violated by Buyer's continued operations, Buyer shall permanently cease operations in such area(s), and Buyer's only remedies will be relief from its obligations to cut, remove and pay for such affected timber, and, if applicable, a prorated refund of any portion of the purchase price already paid by Buyer for the timber which cannot be harvested under the terms of this Paragraph.
24. **THE AUTHORITY'S ASSISTANCE AND COOPERATION:** During Buyer's performance of this Agreement, the Authority may, but has no obligation to, provide assistance to, or cooperate with, Buyer in activities that facilitate the proper performance and completion of this Agreement by Buyer. Such assistance and cooperation may include without limitation: (i) providing engineering or other analysis or advice on correcting problems; (ii) refraining from strict enforcement of time schedule requirements under this Agreement; (iii) permitting use of test materials or documentation not performed or produced under this Agreement. Such assistance or cooperation by the Authority shall not be construed, and Buyer agrees that it will not claim that any such assistance or

Division 3

Contract Forms

Section 1: Agreement Form

cooperation operates, to relieve Buyer from complete, proper and punctual performance of all of Buyer's obligations under this Agreement.

25. **BUYER AS INDEPENDENT CONTRACTOR:** Both parties acknowledge that Buyer is an independent contractor, and not an employee of the Authority.
26. **ASSIGNMENT AND SUBCONTRACTING:** The Buyer may assign or convey the rights to any portion of the Timber included in this contract to a third party under the full terms and conditions of this contract, however the Buyer shall be directly responsible to the Authority for all the actions of any contracting third party, employee, assignee, or subcontractor. The Buyer must provide written notice to the Authority of any assignment or conveyance of the Timber included in this contract. No assignment or subcontract by Buyer, including any assignment or subcontract to which the Authority has been notified, shall in any way relieve Buyer from complete and punctual performance of this Agreement. It is further understood that any and all third party contractor, employee, assignee, or subcontractor shall comply with the Authority's Risk Management Requirement as defined in Exhibit A of this contract.
27. **WORK ON THE AUTHORITY'S DESIGNATED PREMISES:** In the event that Buyer, Buyer's employees or agents or Buyer's subcontractors enter the Authority's designated premises for any reason in connection with this Agreement, Buyer and such other parties shall observe any and all security requirements and plant safety, plant protection, and traffic regulations. Buyer, and any subcontractor used by Buyer in connection with this Agreement, shall carry Workmen's Compensation and Employees' Liability Insurance to cover Buyer's and any subcontractor's legal liability on account of accidents to their employees. Buyer and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering accidents to their employees. Buyer and any subcontractor shall carry adequate Comprehensive General Liability and adequate Comprehensive Automobile Liability Insurance covering legal liability of Buyer and any subcontractor on account of accidents arising out of the operations of Buyer or any subcontractor and resulting in bodily injury, including death, being sustained by any person or persons, or in any damage to property. Buyer shall carry such other insurance coverage as required and requested by the Authority, at such limits and endorsements as deemed necessary by the Authority. At the Authority's request, Buyer shall furnish to the Authority certificates from Buyer's insurers showing such coverage in effect and agreeing to give the Authority thirty (30) days' prior written notice of cancellation of the coverage.

Division 3

Contract Forms

Section 1: Agreement Form

28. **HOLD HARMLESS AGREEMENT:** Buyer represents that it has inspected the land and is familiar with its conditions. To the fullest extent permitted by law, Buyer shall indemnify and hold harmless the Authority and its employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance or nonperformance of this Agreement, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the performance of the Agreement itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent, reckless, or intentional acts or omissions of Buyer, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Paragraph.
29. **RISK MANAGEMENT REQUIREMENTS:** Buyer shall abide by the Authority's applicable Risk Management Requirements, attached to this Agreement as Exhibit A and hereby incorporated by reference into this Agreement.
30. **TERMINATION FOR CONVENIENCE:** The Authority may at any time by written notice terminate all or any part of this Agreement for the Authority's convenience. If this Agreement is terminated, in whole or in part, for the Authority's convenience, Buyer shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the actual reasonable cost paid by Buyer for the actual labor reasonably used by Buyer to perform the work under this Agreement to the effective date of termination, plus a reasonable profit thereon; provided that no amount shall be paid to Buyer for (i) any anticipatory profits related to work under this Agreement not yet performed, or (ii) costs incurred due to Buyer's failure to terminate work as ordered on the effective date of termination. In no event shall the total amount paid under the provisions of this paragraph exceed the prices set forth in this Agreement for the work terminated.
31. **TERMINATION FOR DEFAULT:** In the event that the Buyer defaults, the parties agree that the Authority may market the above described timber to an alternative source. A default by the Buyer shall occur in the event the Buyer:
- 1) Fails to perform reasonably or in accordance with the terms of this Agreement;
 - 2) Fails to perform within a reasonable time;
 - 3) Fails to adhere to the insurance requirements listed in the Risk Management Requirements.

Division 3

Contract Forms

Section 1: Agreement Form

32. **DISPUTES:** Pending resolution of any dispute hereunder, Buyer shall proceed diligently with harvesting timber in accordance with the Authority's direction.
33. **NOTICES:** All notices required or permitted to be given hereunder shall be deemed to be properly given if delivered in writing personally or sent by United States certified or registered mail addressed to Buyer or the Authority, as the case may be, with postage thereon fully prepaid. The effective time of notice shall be at the time of mailing.
34. **ATTORNEYS FEES:** Buyer shall pay reasonable attorney's fees to the Authority should the Authority be required to incur attorney's fees in enforcing the provisions of this Agreement.
35. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties. No representations, warranties or promises not expressly referred to or incorporated by reference herein, nor any waivers or modifications not in writing and duly dated, signed, and witnessed shall be binding. All of the terms and provisions hereof shall be fully binding upon the successors of Buyer and shall inure to the benefit of the successors of Buyer.

SIGNATURES ON NEXT PAGE

Division 3

Contract Forms

Section 1: Agreement Form

IN WITNESS WHEREOF this _____ day of _____,
20_____, said parties have hereunto set their seals the day and year above first written.

Executed on behalf of:

CLAYTON COUNTY WATER AUTHORITY

BY: _____

P. MICHAEL THOMAS
TITLE: GENERAL MANAGER

[Seal]

ATTEST (sign here): _____

Name (print): _____

DATE: _____

CONTRACTOR

BY (sign here): _____

Name (print): _____

Title: _____

[Corporate Seal]

ATTEST (sign here): _____

Name (print): _____

Title: CORPORATE SECRETARY

DATE: _____

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT A

RISK MANAGEMENT REQUIREMENTS

The Contractor will provide minimum insurance coverage and limits as per the following: The Contractor will file with the Clayton County Water Authority (CCWA) Certificates of Insurance, certifying the required insurance coverages and stating that each policy has been endorsed to provide thirty (30) day notice to CCWA in the event that coverage is cancelled, non-renewed or the types of coverage or limits of liability are reduced below those required. All bonds and insurance coverage must be placed with an insurance company approved by Authority Management, admitted to do business in the State of Georgia, and rated Secure (“B+” or better) by A.M. Best Company in the latest edition of Property and Casualty Ratings, or rated by Standard & Poors Insurance Ratings, latest edition as Secure (“BBB” or better). Worker’s Compensation self-insurance for individual Contractors must be approved by the Worker’s Compensation Board, State of Georgia and/or Self-Insurance pools approved by the Insurance Commissioner, State of Georgia.

Hold harmless Agreement in favor of Authority, a copy of which is attached.

CONTRACTS FOR UP TO \$40,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$100,000 each Accident, Disease \$100,000 each employee, \$500,000 Disease policy limit.

Automobile Liability – Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$500,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

CONTRACTS FOR MORE THAN \$40,000

Worker’s Compensation – Worker’s Compensation coverage on a statutory basis for the State of Georgia with an Employer’s Liability limit of \$1,000,000. The increased Employer’s Liability limit may be provided by an Umbrella or Excess Liability policy.

Automobile Liability - Automobile liability coverage for owned, hired and non-owned vehicles in the amount of \$1,000,000 combined single limit.

Commercial General Liability – Coverage to be provided on “occurrence” not “claims made” basis. The coverage is to include Contractual liability, Per Project Limit of Liability, losses caused by Explosion, Collapse and Underground (“xcu”) perils, the “Clayton County Water Authority” is to be added as an Additional Insured and Products and Completed Operations coverage is to be maintained for three (3) years following completion of work.

Division 3

Contract Forms

Section 1: Agreement Form

EXHIBIT A

RISK MANAGEMENT REQUIREMENTS (Cont'd)

CONTRACTS FOR UP TO \$40,000

CONTRACTS FOR MORE THAN \$40,000

LIMITS OF LIABILITY:

\$1,000,000	Per Occurrence
\$1,000,000	Personal and Advertising
\$50,000	Fire Damage*
\$5,000	Medical Payments*
\$1,000,000	General Aggregate
\$1,000,000	Products/Completed Operations per Occurrence and Aggregate

**These are automatic minimums*

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

Umbrella and/or Excess Liability – The umbrella or Excess Liability Policy may be used to combine with underlying policies to obtain the limits required. The Management of CCWA may elect to require higher limits.

Owner's Protective Liability – CCWA's Management may, in its discretion, require Owner's Protective Liability in some situations.

Division 3

Contract Forms

Section 1: Agreement Form

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Clayton County Water Authority (CCWA) and its employees from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting thereof, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in the paragraph.

In claims against any person or entity indemnified under this paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Before the start of any work, the Contractor shall furnish to the Owner:

1. Certificates of Insurance in companies and with limits acceptable to the Owner, covering:
 - a) Workmen's Compensation Insurance
 - b) Commercial General and Automobile Liability Insurance covering all operations and automobiles; including Contractor's Protective Coverage for any Subcontractor's operations.
 - c) An endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this Contract.
 - d) These certificates to contain:
 1. Name of Insurance Company.
 2. Policy Number.
 3. Policy inception and expiration dates.
 4. Name and address of insured.
 5. Name and address of agent.
 6. Limits of Liability.
 7. Type of Insurance coverage.
 8. Any amendment that expands or reduces standard Insurance Service Office (ISO) policy coverage.
 9. Statement that the policy applies to the project number or job concerned.

Division 3

Contract Forms

Section 1: Agreement Form

10. Attach copy of Endorsement that shows that each of the policies have been amended to provide thirty (30) day notice to certificate holders prior to termination or non-renewal and that the General Liability Policy has been endorsed to show certificate holder as additional insured.

2. Endorsement incorporating the Hold Harmless Agreement assumed by the Contractor under the terms of this contract.

The Contractor shall be wholly responsible for securing Certificates of Insurance coverage as set forth above from all Subcontractors who are engaged in this work.

END OF SECTION

Division 3

Contract Forms

Section 4: Non-Collusion Certificate

STATE OF _____, COUNTY OF _____

Personally appeared before the undersigned officer duly authorized by law to administer oaths

who, after being first duly sworn, depose and say that they are all the officers, agents, persons or employees who have acted for or represented

_____ in proposing or procuring the Contract with the Clayton County Water Authority on the following Project: **Timber Sale**, and that said

_____ has not by (himself, themselves) or through any persons, officers, agents or employees prevented or attempted to prevent by any means whatsoever competition in such bidding; or by any means whatsoever prevented or endeavored to prevent anyone from making a proposal therefore, or induced or attempted to induce another to withdraw a bid for said work.

ATTEST: By: _____
Bidder

By: _____ By: _____
Name Name

Title: _____ Title: _____

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public: _____ My Commission expires: _____

END OF SECTION

Division 4

Specifications

Section 1: General Requirements

1.1 General

Harvest Sites: Units 20W, 20E, 3E, 5B, 5D, 5E, 6D, and 6E are to be clear-cut with the exception of the 16 acres on the northern boundary of 20W and 20E. All leave trees are marked with blue paint and take out rows are marked for access. Also no Ash (*Fraxinus*) trees are to be harvested or cut in all of the sale areas due to the quarantine established by the State of Georgia. Harvest Units 20W and 20E will be sold lump-sum as one unit to one bidder and labeled as Harvest Site A. Harvest Units 3E, 5D and 5E will be lump-sum sold as one unit to one bidder and labeled as Harvest Site B. Harvest Units 5B, 6D and 6E will be sold lump-sum as one unit to one bidder and labeled as Harvest Site C. On all lump sum sales the Streamside Management Zones (SMZ's) are marked with Orange Paint and Pink Flags. Only pine trees are to be harvested within the SMZ and the residual basal area shall exceed 50 square feet at all times.

1.2 Harvest Site A

Units 20W and 20E are a combination of thinning and clear-cuts. All harvest boundaries are marked with pink flags and/or paint and all SMZ's are marked with pink flags and orange paint. Only pine trees are to be harvested within the SMZ. In the thinning areas we have marked the leave trees with a blue slash on both sides of the tree and butt mark, and the take out rows are marked with a large vertical line of blue paint. This is a lump-sum timber sale. All Ash (*Fraxinus*) will be left standing.

1.3 Harvest Site B

Units 3E, 5D and 5E are a clear-cut timber sale with pine being removed from the SMZ's. All harvest boundaries are marked with pink flags and/or paint and all SMZ's are marked with pink flags and orange paint. Only pine trees are to be harvested within the SMZ. This is a lump-sum timber sale. All Ash (*Fraxinus*) will be left standing.

1.4 Harvest Site C

Units 5B, 6D and 6E are a clear-cut timber sale with pine being removed from the SMZ's. All harvest boundaries are marked with pink flags and/or paint and all SMZ's are marked with pink flags and orange paint. Only pine trees are to be harvested within the SMZ. This is a lump-sum timber sale. All Ash (*Fraxinus*) will be left standing.

Division 4

Specifications

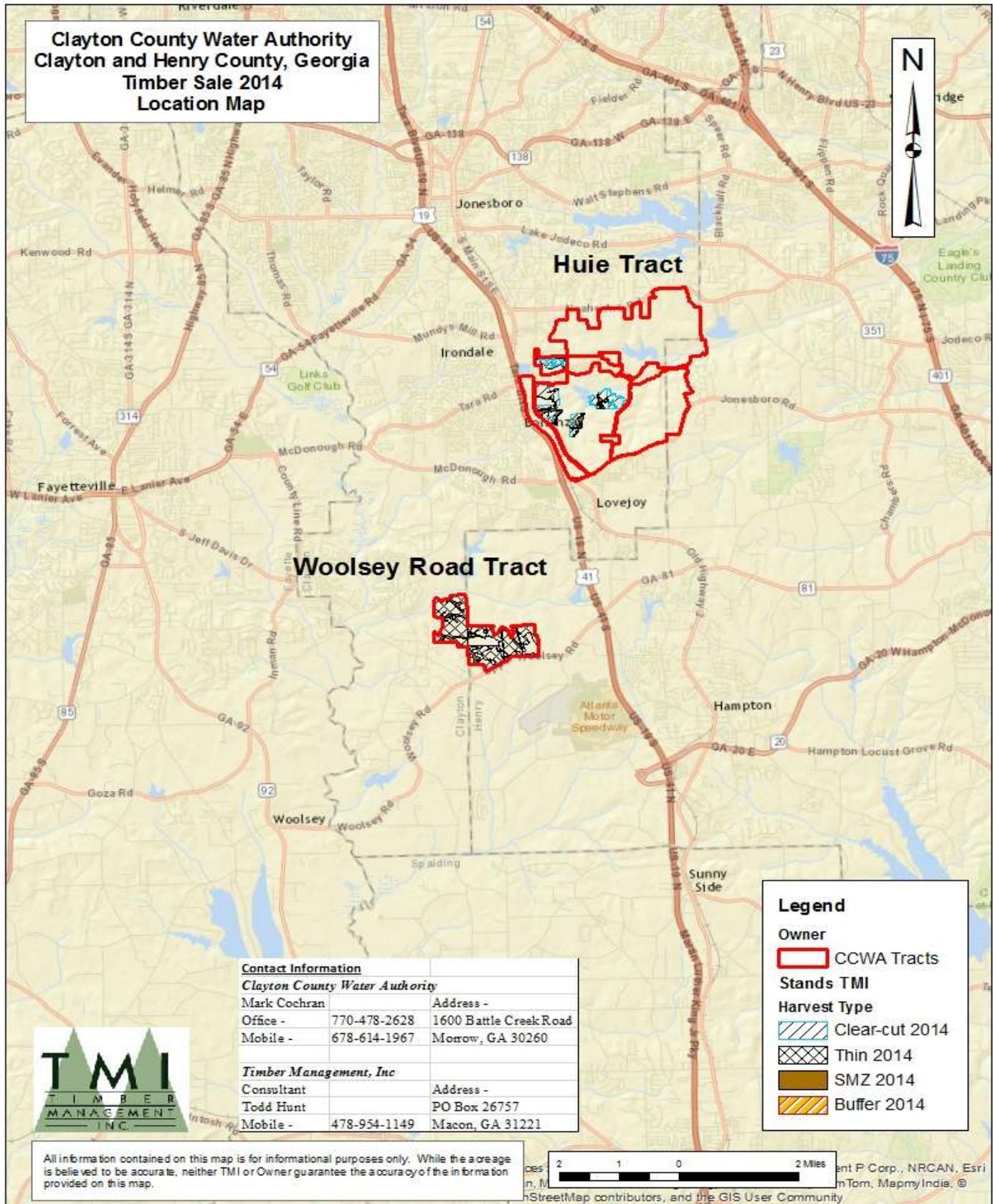
Section 1: General Requirements

1.5 Woolsey Road Tract

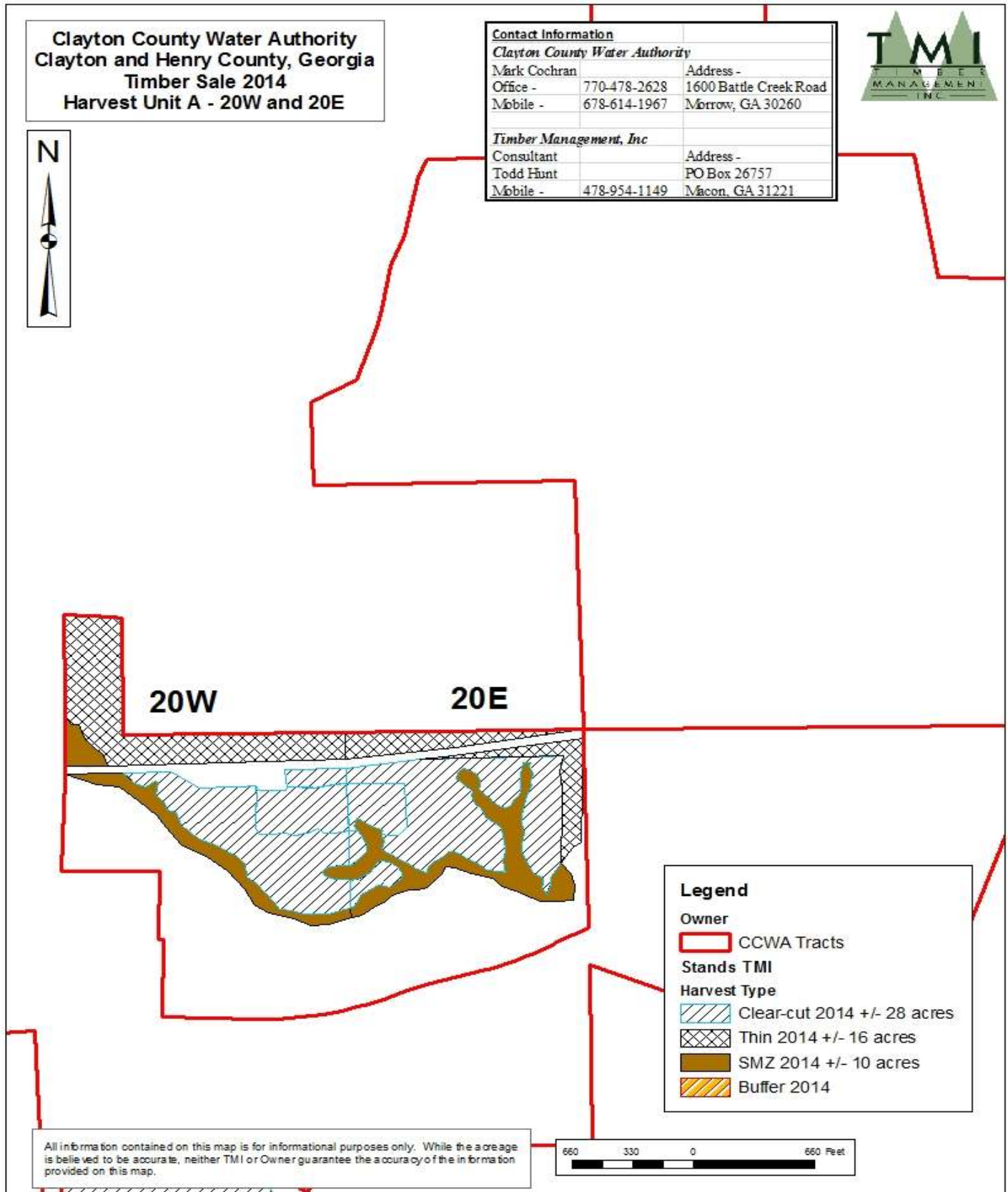
The Woolsey Road Tract will be sold as a per ton sale with an advance equal to approximately sixty percent (60%) of the harvest value. CCWA will mark sections of the Woolsey Road Tract for harvest to get you adjusted to our goals on this thinning. CCWA will be removing diseased, deformed, crowded, and suppressed trees, as well as good trees from the stand. All buffers and Streamside Management Zones (SMZ) will be marked by CCWA with flagging or paint. Approximately one half of the total tons on the tract will be removed. Also no Ash (*Fraxinus*) trees are to be harvested or cut in all of the sale areas due to the quarantine established by the State of Georgia.

END OF SECTION

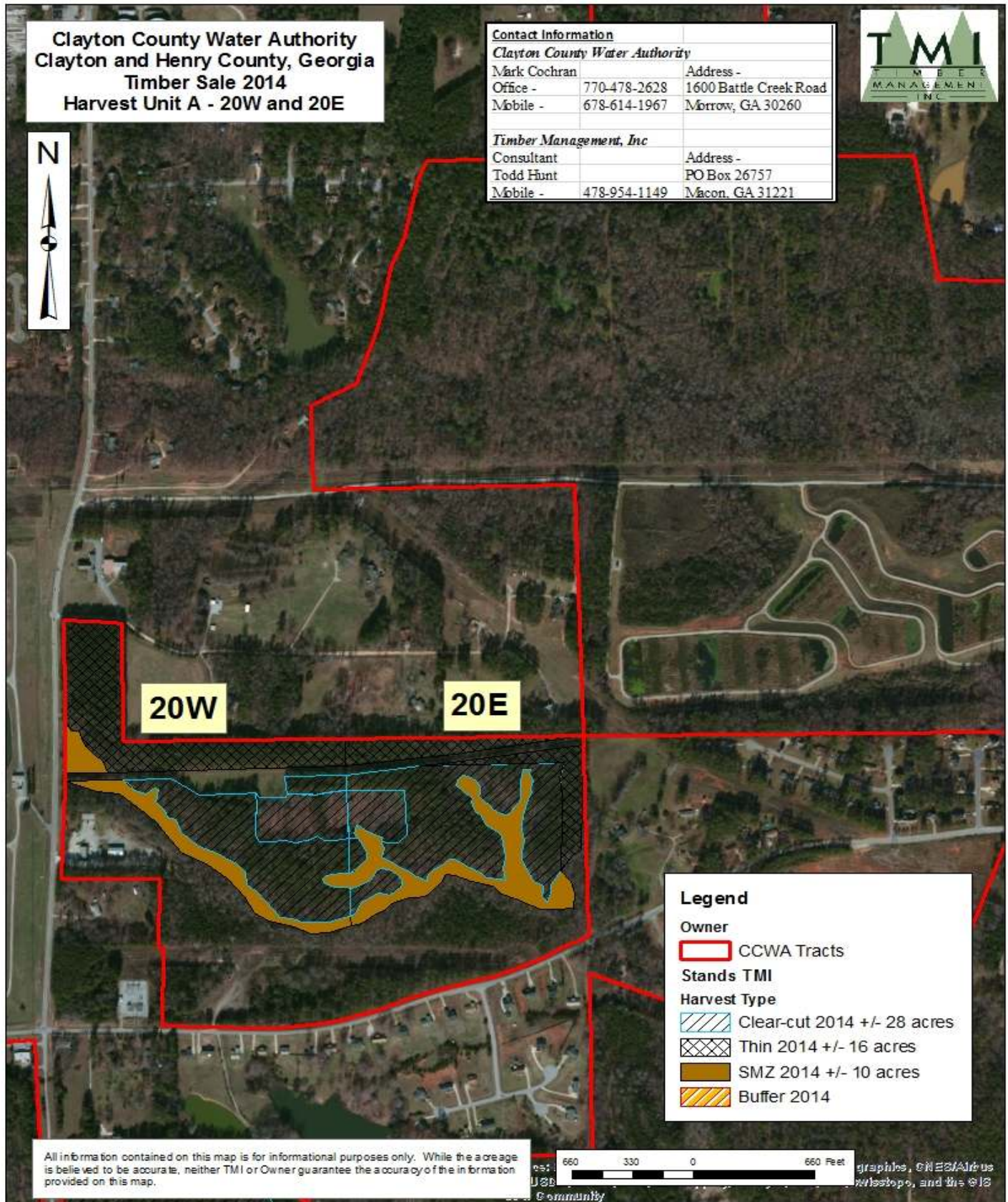
Timber Location Maps



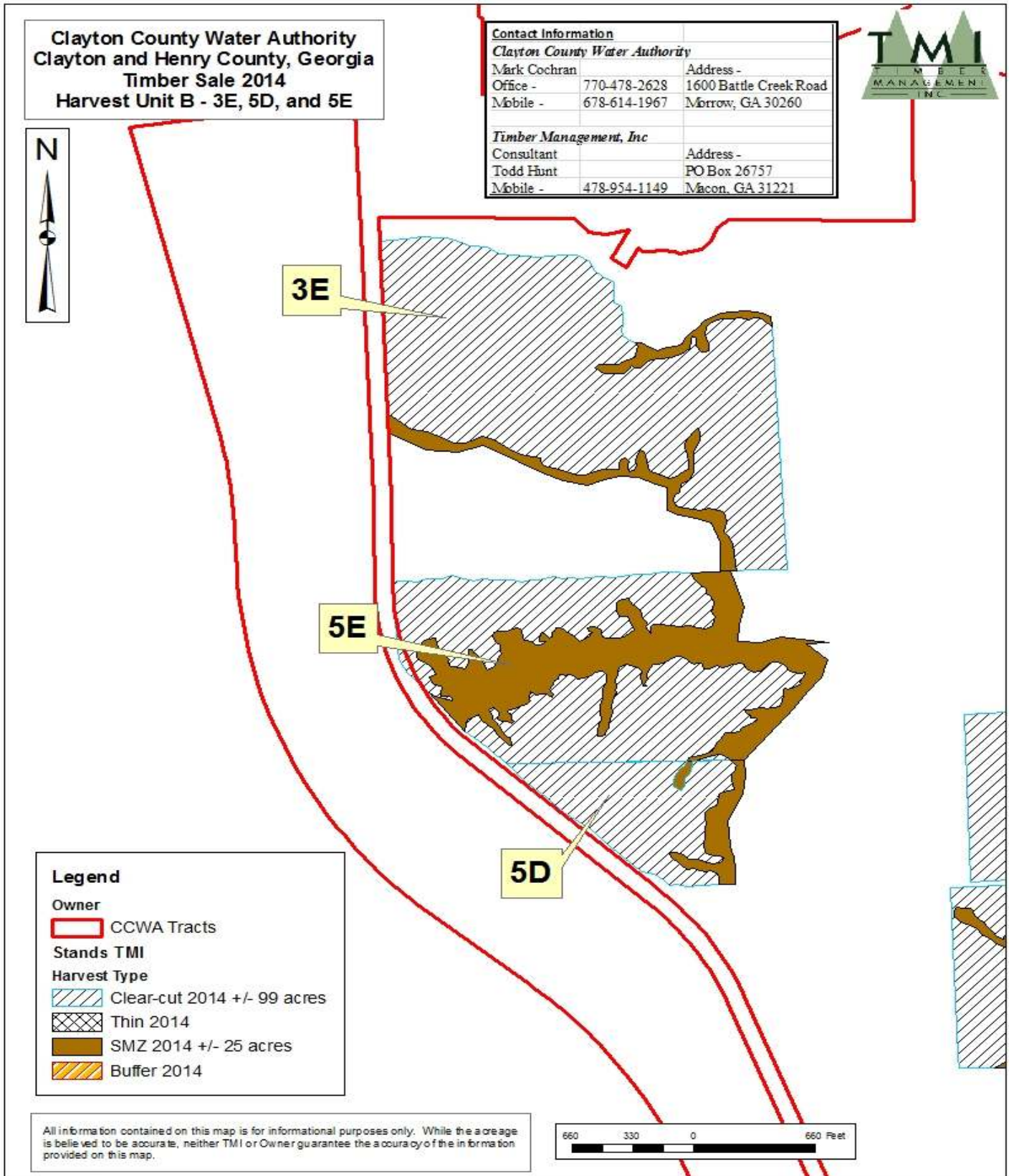
Timber Location Maps



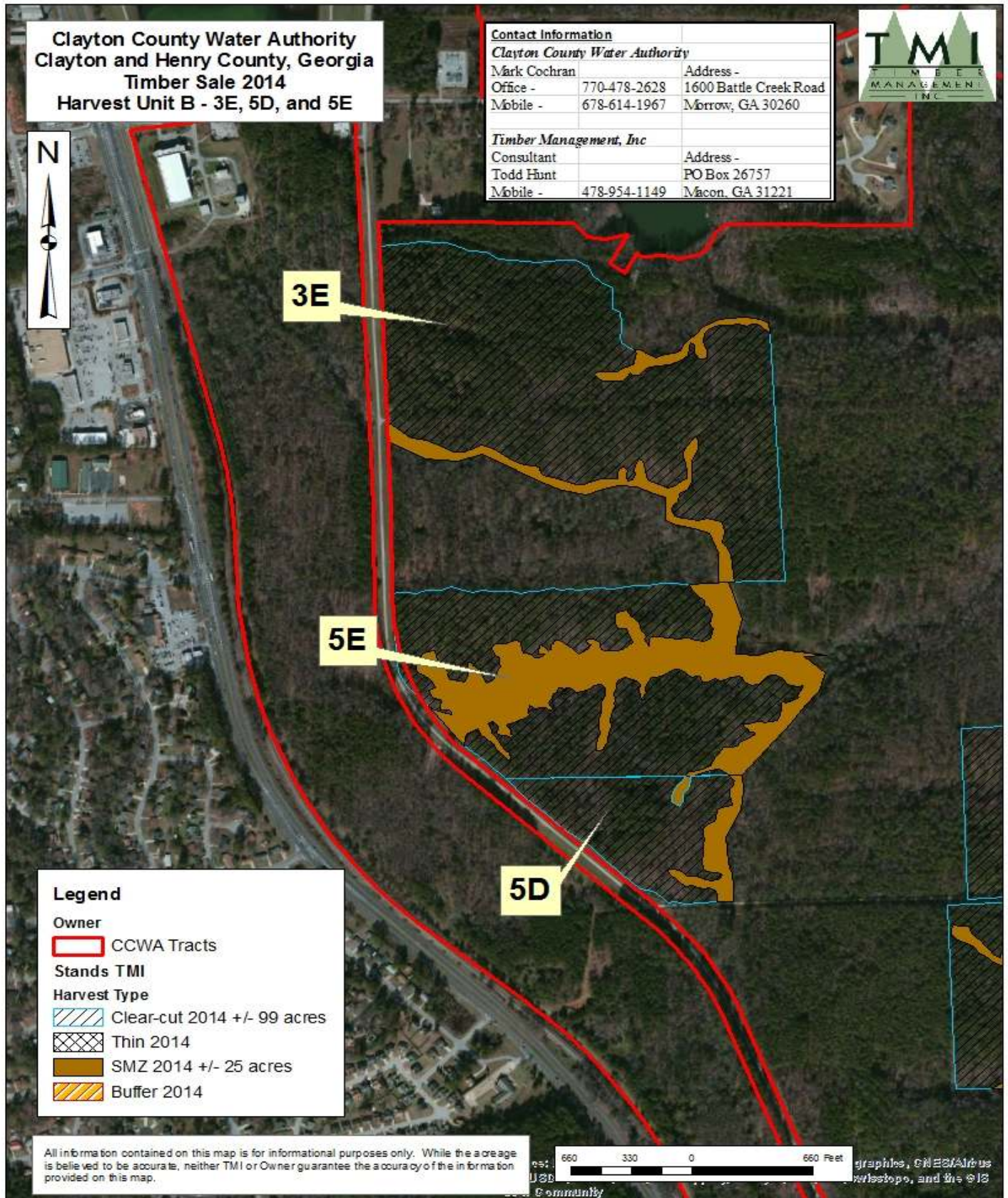
Timber Location Maps



Timber Location Maps



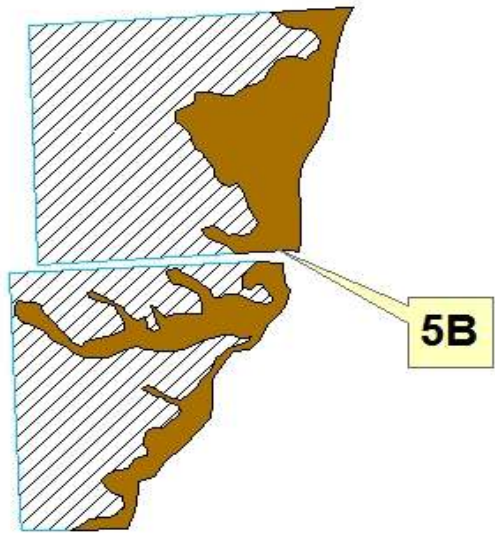
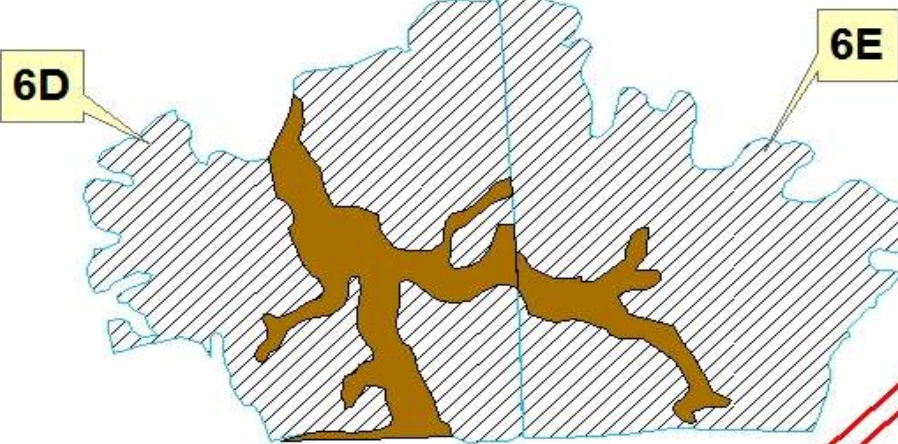
Timber Location Maps



Timber Location Maps

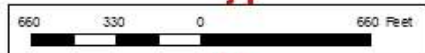
Clayton County Water Authority
Clayton and Henry County, Georgia
Timber Sale 2014
Harvest Unit C - 5B, 6D, and 6E

Contact Information	
<i>Clayton County Water Authority</i>	
Mark Cochran	Address -
Office - 770-478-2628	1600 Battle Creek Road
Mobile - 678-614-1967	Morrow, GA 30260
<i>Timber Management, Inc</i>	
Consultant	Address -
Todd Hunt	PO Box 26757
Mobile - 478-954-1149	Macon, GA 31221

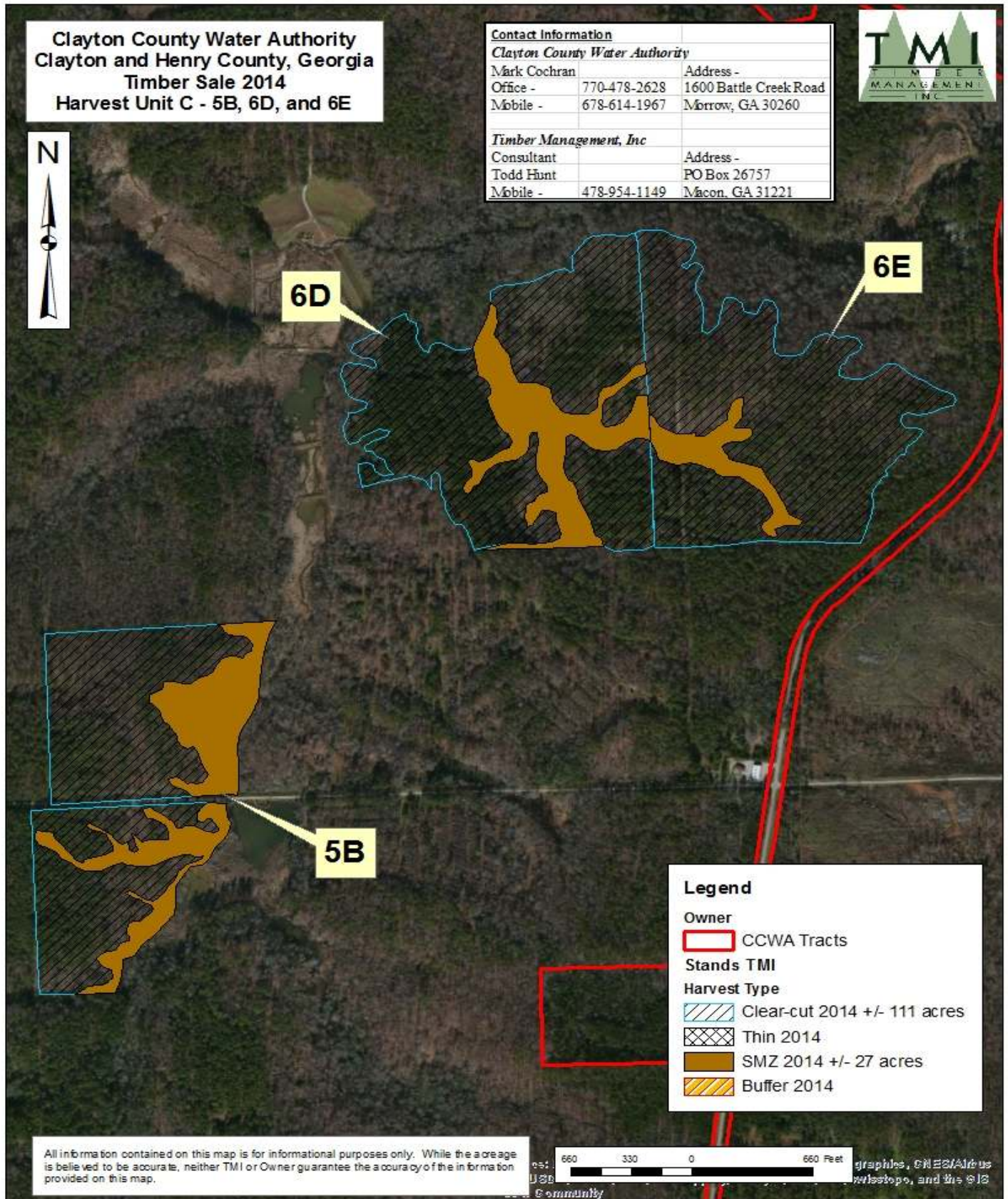


Legend	
Owner	
	CCWA Tracts
Stands TMI	
Harvest Type	
	Clear-cut 2014 +/- 111 acres
	Thin 2014
	SMZ 2014 +/- 27 acres
	Buffer 2014

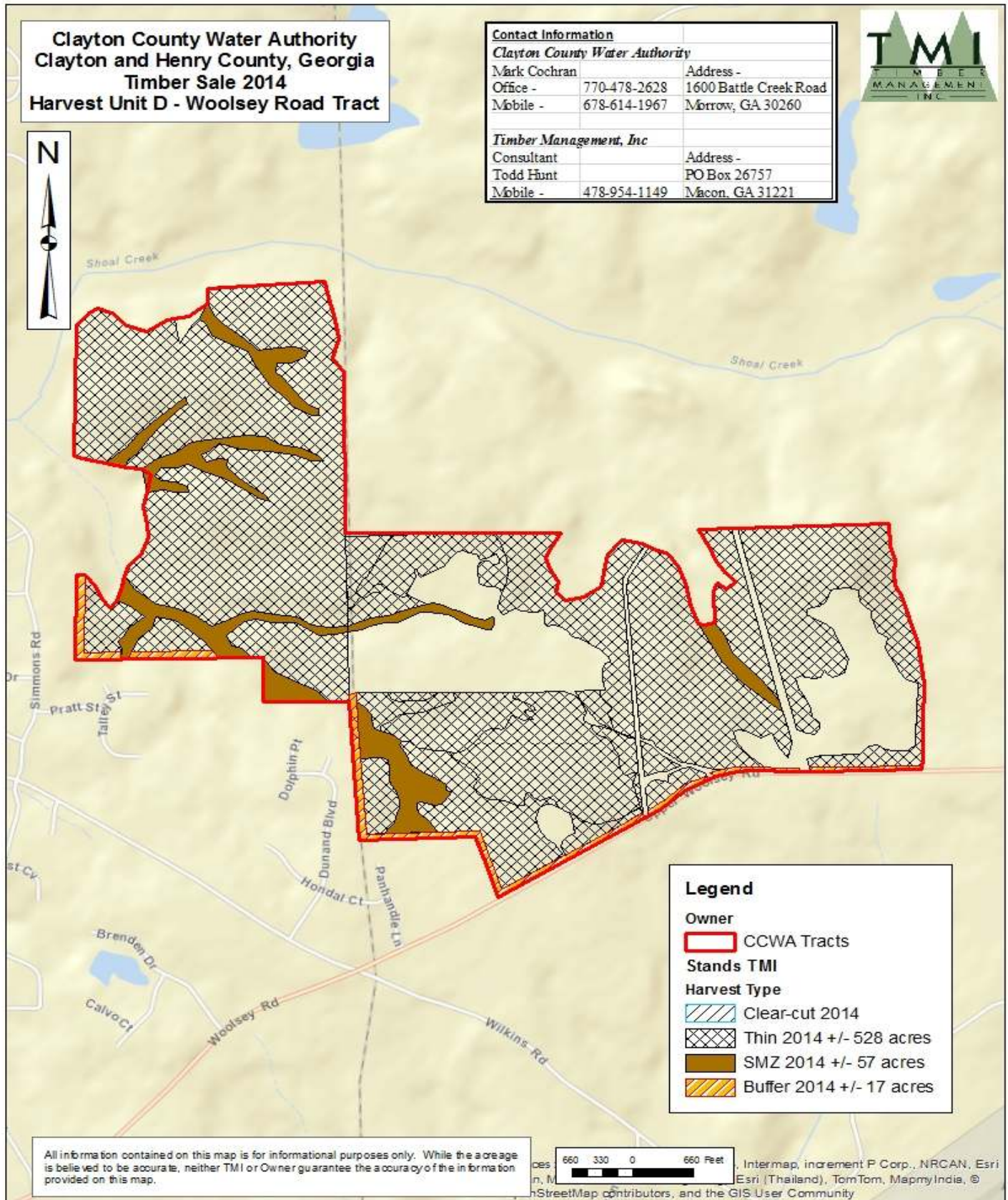
All information contained on this map is for informational purposes only. While the acreage is believed to be accurate, neither TMI or Owner guarantee the accuracy of the information provided on this map.



Timber Location Maps



Timber Location Maps



Timber Location Maps

