

**INVITATION TO BID**

**Madison County Timber Sale**

The Madison County Board of County Commissioners invites you to participate in the bidding process for timber on the property as described below:

Tract Name and #	<b>#1 Rocky Ford Road Tract</b>
Owner:	Madison County
County/State:	Madison County, Florida
Parcel ID:	11-1N-09-3487-003-000
Acreage (approximate):	20 acres
Timber Type:	Plantation Pine Timber
Type of Harvest:	This sale is a lump sum sale of all merchantable timber.
<b>Bid Due Date and Time</b>	<b>5:00 P.M. on March 15, 2019</b>
Bid Type:	Lump sum bid 15% damage deposit due upon submittal Bid amount due upon contract execution
Sealed Bids will be received by:  LOCATION:	Madison County Board of County Commissioners Attn: Brian Kauffman 229 SW Pinckney St., suite 219 Madison, Florida 32340 or Post Office Box 539 Madison, Florida 32341

Only those bids made on the enclosed Timber Sale Bid Form will be accepted. **The Form must be filled out completely to be considered.** If you need assistance, please call Brian Kauffman, at 850.973.3179.

**Delivery of Bid:** Bidders are required to complete and submit one (1) original Bid Response Form. Bid form shall be sent in one envelope to:

Brian Kauffman  
Madison County Board of County Commissioners  
229 SW Pinckney Street, suite 219  
Madison, Florida 32340                      Phone: 850.973.3179

Bids are due at the above address prior to 5:00 p.m. on March 15, 2019. Bids received after this time, for any reason, will be rejected.

Responses must be hard copy. **Please note: FAX or email transmittals will not be accepted.**

All responses shall be submitted in sealed envelopes with "Madison County Timber Sale" and opening time and date clearly marked in large, bold and/or colored lettering. Responses delivered in an envelope not properly marked that are inadvertently opened by office staff will not be considered.

**Madison County Timber Sale Bid Form**

**#1 - Rocky Ford Road Tract**

**Lump sum sale of all merchantable timber**

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**BIDDER INFORMATION:**

Name of Company: \_\_\_\_\_

Company Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Address: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

Federal Employer's Identification  
(FEID#) \_\_\_\_\_

Date: \_\_\_\_\_

Who will do logging: \_\_\_\_\_

Master Logger Certification #: \_\_\_\_\_

Lump Sum Bid Price: \_\_\_\_\_

Please remember to include a check for the 15% damage deposit at the time of submittal.

**Comments or Additional Information:**

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0 180 360 540 720 900 1080 1260 1440 1620 1800 ft

### Madison County Planning & Zoning

Jeanne Bass, - Madison, Florida - 850-973-3179 ext. 35

**PARCEL: 11-1N-09-3487-003-000** - COUNTY (008600)

A PARCEL OF LAND LOCATED IN PART OF NW4 OF SE4 OF SEC 11 T-1N R-9 OR 1091 PG 151 TF

Name: MADISON COUNTY FLORIDA

Site: NE ROCKY FORD

Mail: PO BOX 237

MADISON, FL 32341

Sales Info 5/13/2013

\$60,000.00 V / U

2016 Certified Values

Land \$40,000.00

Bldg \$0.00

Assd \$40,000.00

Exmpt \$40,000.00

Taxbl Cnty: \$0

Other: \$0 | Schl: \$0

NOTES:



This information, updated: 1/26/2017, was derived from data which was compiled by the Madison County Planning & Zoning Office solely for the governmental purpose of property assessment. This information should not be relied upon by anyone as a determination of the ownership of property or market value. No warranties, expressed or implied, are provided for the accuracy of the data herein, its use, or its interpretation. Although it is periodically updated, this information may not reflect the data currently on file in the Property Appraiser's office. The assessed values are NOT certified values and therefore are subject to change before being finalized for ad valorem assessment purposes.

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**CONTRACT FOR THE SALE OF TIMBER ON COUNTY PROPERTY**

(COUNTY Selling to Private Entity)

THIS CONTRACT FOR THE SALE OF TIMBER ON COUNTY PROPERTY, is made and entered into as of its EFFECTIVE DATE, by and between the COUNTY and the PURCHASER and for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **DEFINITIONS:** The following terms shall have the following meaning herein unless the context clearly requires otherwise:

(The first definitions are listed out of alphabetical order as they will need to be changed from contract to contract.)

*DAMAGE DEPOSIT* shall mean the PURCHASER's check, cashier's check, money order, or surety bond given to the COUNTY to serve as a security deposit, in the amount of 15% of bid.

*COUNTY PROJECT MANAGER* shall mean the COUNTY's County Coordinator.

*PURCHASER* shall mean \_\_\_\_\_, a \_\_\_\_\_ corporation, whose address is \_\_\_\_\_, and whose Federal Tax ID No. is \_\_\_\_\_

*PURCHASER PROJECT MANAGER* shall mean \_\_\_\_\_, whose contact information is \_\_\_\_\_, or such other person as may be approved, in advance and in writing (including email), by the COUNTY.

*TERM* shall mean the time period beginning on the EFFECTIVE DATE and ending on September 30, 2017.

*CONTRACT* shall mean this Contract for the Sale of Timber on COUNTY Property between the COUNTY and the PURCHASER.

*COUNTY* shall mean Madison County, a political subdivision of the State of Florida.

*EFFECTIVE DATE* shall mean the date the CONTRACT is executed by the last party to execute it.

*EXOTIC SPECIES* shall mean those species of plants that are listed in Category I and II of the Florida Exotic Pest Plant Council's List of Invasive Plant Species, as it may be amended from time to time.

*HARVEST* or *HARVESTING* shall mean the cutting, harvesting and removing from the PROPERTY of trees for sale.

*HAZARDOUS SUBSTANCES* shall mean any hazardous or toxic substances as defined in any Federal or Florida statute or the regulation or rule of any governmental agency with jurisdiction over the PROPERTY.

*NOTICE TO PROCEED* shall mean the written notice given by the COUNTY PROJECT MANAGER to the PURCHASER signifying that the PURCHASER may enter upon the PROPERTY and proceed with the HARVEST of the TIMBER.

*PROPERTY* shall mean that certain parcel of real property owned by the COUNTY containing 20 acres more or less and designated by the Madison County Property Appraiser as Parcel No. 11-1N-09-3487-003-000.

*PROTECTED SPECIES* shall mean those species of animals and plants that are listed as endangered or threatened by the applicable Federal and/or Florida governmental agency and/or are given legal protection (other than ordinary hunting regulations, bag limits and similar protections) under and Federal or Florida law.

*REQUIRED INSURANCE LIMITS* shall mean (i) for workers' compensation insurance, the limits shall be as required by law; (ii) for motor vehicular liability insurance, the limits shall be for not less than \$500,000 combined single limit; (iii) for general liability insurance, the limits shall be a minimum of \$1,000,000 per occurrence and \$1,000,000 general aggregate.

*TIMBER* shall mean all merchantable specie(s) and type(s) of trees located on the PROPERTY. Provided that TIMBER shall not include any dead stump wood or lightwood, regardless of specie.

2. **SALE AND PURCHASE OF TIMBER:** The COUNTY shall sell the TIMBER to the PURCHASER, as provided in this CONTRACT. PURCHASER shall purchase the TIMBER from the COUNTY and HARVEST the TIMBER, as provided in this CONTRACT.
3. **PRICE TO BE PAID BY THE PURCHASER:** In exchange for the right to cut and remove the TIMBER from the PROPERTY as set out herein, the PURCHASE shall pay to the COUNTY the total lump sum of \$ \_\_\_\_\_, prior to commencing any HARVESTING on the PROPERTY.
4. **COUNTY PROJECT MANAGER:** The COUNTY PROJECT MANAGER is

designated as the COUNTY's representative for purposes of enforcement of the provisions of this CONTRACT regarding the HARVESTING of the TIMBER on the PROPERTY. PURCHASER agrees to cooperate fully with COUNTY PROJECT MANAGER in complying with the terms and provisions of this CONTRACT. PURCHASER shall report the commencement, any interruption, recommencement, or completion of HARVESTING operations by telephone to the COUNTY PROJECT MANAGER at least twenty-four (24) hours prior to such.

5. **PURCHASER PROJECT MANAGER:** The PURCHASER PROJECT MANAGER shall have direct, primary, and continuing responsibility for the PURCHASER's HARVEST of the TIMBER under this CONTRACT. While other individuals and specialists will be involved, the PURCHASER PROJECT MANAGER shall be available to COUNTY on a timely basis throughout the TERM. The PURCHASER PROJECT MANAGER shall have complete authority to transmit instructions, receive information, and interpret and define the PURCHASER's obligations with respect to HARVEST of the TIMBER under this CONTRACT and otherwise bind the PURCHASER under this CONTRACT.
6. **PURCHASER NOT TO ENTER UPON THE PROPERTY NOR COMMENCE HARVESTING TIMBER PRIOR TO RECEIVING A NOTICE TO PROCEED:** The PURCHASER shall not enter upon the PROPERTY, with manpower and equipment, nor commence HARVESTING any TIMBER, until and unless it receives a NOTICE TO PROCEED from the COUNTY PROJECT MANAGER. Prior to issuing a NOTICE TO PROCEED, the COUNTY PROJECT MANAGER may require a conference with the PURCHASER or the PURCHASERS REPRESENTATIVE and the Master Logger who PURCHASER has retained to supervise and control the HARVEST of the TIMBER. This conference is to provide each party an opportunity to discuss the details of the CONTRACT, sequence of HARVESTING the TIMBER from certain stands, logging plans, roads to be used for hauling, areas for loading of logs, areas where skidding is not allowed, and other matters pertinent to the HARVEST of the TIMBER.
7. **HARVEST TO COMMENCE PROMPTLY, PROCEED DILIGENTLY AND BE COMPLETED DURING THE TERM:** Upon receiving the NOTICE TO PROCEED, the PURCHASER shall promptly commence HARVESTING the TIMBER. Thereafter, the PURCHASER shall diligently continue such HARVEST until completion. The PURCHASER shall complete all HARVESTING of the TIMBER during the TERM.
8. **EXTENSIONS OF THE TERM:** The COUNTY may, in the sole discretion of the COUNTY, grant an extension of the TERM. However, extensions should be rare and the PURCHASER should not plan on being awarded any extension of the TERM. The COUNTY will consider granting an extension only when Acts of God or other extreme contingencies beyond the control of the PURCHASER prevent PURCHASER from completing HARVESTING within the TERM. Requests for extensions must be made by

PURCHASER, in writing, at least fifteen (15) days prior to the end of the TERM with the reasons for the request stated therein. Market price fluctuations, mill closures, mill quotas, mill limits, and any other market conditions or issues are not conditions that warrant or justify extensions of the TERM.

9. **DAMAGE DEPOSIT:** The COUNTY acknowledges the receipt of the DAMAGE DEPOSIT (in the form of the PURCHASER's company check, cashier's check, money order, or surety bond). The DAMAGE DEPOSIT shall not accrue interest but shall serve as a security deposit. The DAMAGE DEPOSIT shall be returned to PURCHASER at the end of the TERM, or the completion of HARVESTING, whichever comes first, provided that the PURCHASER has complied with the provisions of this CONTRACT. Upon failure the PURCHASER to fulfill all conditions and requirements herein set forth or made a part hereof, the DAMAGE DEPOSIT shall be retained by COUNTY to be applied to the satisfaction of PURCHASER's unsatisfied obligations hereunder. If a Surety Bond is provided by PURCHASER, it shall include a provision whereby the surety company waives notice of any alteration to this CONTRACT or extension of the TERM granted by COUNTY and that the bond will remain in force during the TERM in accordance with any extension granted by COUNTY.
  
10. **EXERCISE OF CARE BY THE PURCHASER IN HARVESTING THE TIMBER:** In HARVESTING the TIMBER, the PURCHASER shall comply, at PURCHASER's expense and at all times, with all of the following requirements.
  - 10.1 The HARVEST of the TIMBER shall be under the supervision and operational control of a logger who has been certified as a "Master Logger" by the Florida Forestry Association. The Master Logger shall keep such certification current at all times during the TERM and shall provide evidence of such certification to the COUNTY PROJECT MANAGER upon request. The Master Logger shall have the direct responsibility of overseeing the HARVEST of the TIMBER by persons directly supervised by the Master Logger and shall be routinely available on site during the TERM.
  
  - 10.2 The HARVEST shall abide by and comply with the best management practices (BMP's) for silvicultural operations as outlined in the latest version of the Florida Silviculture Best Management Practices Manual of the Florida Forest Service.
  
  - 10.3 The PURCHASER shall exercise care to prevent damage to the PROPERTY.
  
  - 10.4 Stumps shall be no higher than four inches (4") above the ground except where otherwise authorized by the COUNTY PROJECT MANAGER.
  
  - 10.5 No tops, limbs or butts shall be left within three feet (3') of living trees. All "lodged" trees shall be freed and removed the same day such "lodging" occurs.

- 10.6 Due care shall be exercised against starting and spreading fires during the cutting operations by PURCHASER and/or his employees. PURCHASER shall be liable for all damages caused by such fires.
  - 10.7 When PURCHASER deems it necessary to mark any trees in this sale for product designation or any other purpose, he will not use the same color of flagging and/or paint as that used by COUNTY.
  - 10.8 Standing trees on the PROPERTY which are not authorized to be HARVESTED will not be used in any manner to facilitate the PURCHASER's HARVESTING of the TIMBER.
  - 10.9 At all times during the TERM, the PURCHASER shall ensure that the logging area, particularly around the loading ramps, shall be free from all litter, such as oil cans, drums, paper, and other refuse. It will be the responsibility of the PURCHASER to see that the area is cleaned up upon completion of logging activities.
  - 10.10 The PURCHASER shall be responsible for ensuring that piles of logging debris (tops, limbs, stumps, butts, etc.) are left at loading ramps. Logging debris shall be left in piles or large concentrations; but shall not be left along the edges of stands; blocking roadways; or be piled close to remaining trees. Skidders or other equipment are not allowed to clear logging debris by plowing into the soil with blades.
11. **COUNTY MAY SUSPEND HARVESTING OPERATIONS:** The COUNTY PROJECT MANAGER may suspend the harvesting and removal of TIMBER, and require the PURCHASER to temporarily vacate the PROPERTY, when inclement weather, heavy rains, saturated soils, wildfire, riot, war or similar occurrence, poses, in the opinion of the COUNTY PROJECT MANAGER, too great of a risk of injury to the PURCHASER's and/or the COUNTY's personnel or property. In the event of such suspension, the TERM shall be automatically extended day for day so that the PURCHASER shall not lose any work days due to such suspension.
12. **LOADING AND SKIDDING OF TIMBER:**
- 12.1 The PURCHASER shall only load log trucks in locations approved by the COUNTY PROJECT MANAGER. Loading of log trucks will not be permitted on paved or graded roads.
  - 12.2 Prior to the commencement of HARVESTING on a stand, the COUNTY PROJECT MANAGER shall inspect such stand to identify and determine any



sensitive areas that are not to be used as a skid trail. Skidding shall not be allowed in such sensitive areas designated by the COUNTY PROJECT MANAGER, nor down any existing road, trail or fire line unless approved in advance by the COUNTY PROJECT MANAGER.

13. **ROADS, TRAILS, DITCHES, FENCES, FIREBREAKS, UTILITY LINES, GATES AND CABLES:**

- 13.1 The PURCHASER shall protect all roads, trails, ditches and fences, firebreaks, utility lines, gates and cables both on and off the PROPERTY from damage by the PURCHASER's harvesting and removal of the TIMBER. If damaged, any such improvement shall be repaired immediately by and at the expense of PURCHASER, to it original condition. Further, PURCHASER shall keep such improvements free of logs, tops, brush, and debris resulting from the harvest and removal of the TIMBER.
- 13.2 The PURCHASER has inspected all internal roads necessary for the harvesting and removal of the TIMBER and understands that all responsibility and expense for any improvements in roads necessary to harvest and remove the TIMBER shall be solely on the PURCHASER and subject to the prior written approval of the COUNTY PROJECT MANAGER.
- 13.3 During the TERM, the PURCHASER shall, at the PURCHASER's expense, maintain all roads it utilizes for the harvest and removal of the TIMBER in a usable condition, suitable for the vehicular traffic to which the road is normally subjected.
- 13.4 For all hauling entry and exit points from the PROPERTY to public roads the PURCHASER is required to obtain all necessary permits from the entity which owns such roads and comply with all signage and other requirements of such entity.
- 13.5 Notwithstanding anything else herein, the PURCHASER shall not begin any improvement, repair or maintenance of any road, ditch and fence, firebreak, utility line, gate or cable, until and unless such improvement, repair or maintenance is approved by the COUNTY PROJECT MANAGER.

14. **HAZARDOUS SUBSTANCES:**

- 14.1 PURCHASER shall not bring onto the PROPERTY any HAZARDOUS SUBSTANCES, except those HAZARDOUS SUBSTANCES which the PURCHASER intends to use for the HARVEST of the TIMBER on the PROPERTY during the TERM.
- 14.2 For all HAZARDOUS SUBSTANCES which the purchaser may bring on the PROPERTY:
- 14.2.1 At no time shall the PURCHASER have a quantity of any HAZARDOUS SUBSTANCE on the PROPERTY, in excess of what the PURCHASER intends to use on the PROPERTY in the succeeding 30 days.
- 14.2.2 The PURCHASER shall use and store all such HAZARDOUS SUBSTANCES only in a safe and reasonable manner in accordance with all industrial standards and all laws, rules and regulations promulgated by all federal, state or local governmental entities with jurisdiction thereof.
- 14.3 The PURCHASER may conduct maintenance of equipment on the PROPERTY only if used oil, hydraulic oil and all other disposable products are captured and properly contained, removed from the PROPERTY, and properly disposed of. All product containers are to be removed from the PROPERTY, especially tubes from grease guns and oil/hydraulic fluid containers.
- 14.4 The PURCHASER is expected to use logging equipment that is not prone to spills or leaks of petroleum products. In this regard, the COUNTY PROJECT MANAGER may require the PURCHASER to immediately shut down and remove from the PROPERTY any of PURCHASER's equipment that, in the opinion of COUNTY PROJECT MANAGER, is prone to such leaking or spills or has or causes similar problems. However, sometimes regardless of the parties' best efforts, such leaking or spills do occur. Should such a spill or leak occur on the PROPERTY, the PURCHASER shall, at the PURCHASER's expense, do the following:
- 14.4.1 Spills or leaks of 25 (twenty five) gallons or less shall be reported to the COUNTY and treated with appropriate absorbent and/or other neutralizing agent. Thereafter, all affected soils shall be removed and properly disposed of.
- 14.4.1 Spills or leaks of greater than 25 (twenty five) gallons shall be reported to both the COUNTY and the Florida Department of Environmental Protection ("DEP"). Thereafter the PURCHASER must treat such spill or leak according to DEP instructions.

- 14.5 The PURCHASER hereby agrees to indemnify, defend, save and hold the COUNTY harmless from all loss, costs (including reasonable attorneys' fees, whether suit be brought or not and including appeals, if any), liability and damages whatsoever incurred by the COUNTY arising out of or by reason of any release of any HAZARDOUS SUBSTANCE on the PROPERTY. The PURCHASER's obligation to COUNTY under this indemnity shall be without regard to fault on the part of any person, without regard to whether such release violates any statute, rule or regulation, and without regard to whether the COUNTY's liability is premised on strict liability. The PURCHASER's obligation on this indemnity shall continue in effect both during the TERM and for a period of 20 years thereafter.
15. **PROTECTED SPECIES:** The COUNTY has no knowledge of the presence of any PROTECTED SPECIES on the PROPERTY. However, the COUNTY does not warrant that such do not exist on the PROPERTY. The PURCHASER shall, at PURCHASER's expense, comply with all applicable laws, rules and regulations concerning PROTECTED SPECIES. For any PROTECTED SPECIES discovered during the TERM, the COUNTY PROJECT MANAGER may require the PURCHASER to take all appropriate actions with respect to the PROTECTED SPECIES. Further, if deemed necessary by the COUNTY PROJECT MANAGER, the COUNTY PROJECT MANAGER may amend the maps attached to the TIMBER STAND SPECIFICATION SHEETS so as to exclude areas of concern with regard to PROTECTED SPECIES.
16. **EXOTIC SPECIES:** To minimize the possibility of transporting and spreading EXOTIC SPECIES, the PURCHASER must clean (so it is free of all dirt and plant material) all equipment (including, without limitation, road maintenance equipment, timber harvest equipment, site preparation equipment, ATVs and trucks) used by the PURCHASER or its contractors or agents, on the PROPERTY, prior to moving onto the PROPERTY, prior to moving to a new stand of TIMBER, and again prior to departing the PROPERTY. If EXOTIC SPECIES are found on the PROPERTY after the HARVEST of the TIMBER is completed, the PURCHASER shall be liable for all costs for the eradication or control of the EXOTIC SPECIES.
17. **CONCLUSION OF HARVESTING TIMBER:** The PURCHASER shall notify the COUNTY PROJECT MANAGER at least two (2) working days prior to the date the PURCHASER anticipates completion of the harvesting and removal of the TIMBER as set out in this CONTRACT. This notice is so the COUNTY PROJECT MANAGER may conduct a compliance inspection on the PROPERTY.
18. **TITLE TO THE TIMBER SHALL TRANSFER ONLY UPON SEVERANCE;**  
**RISK OF LOSS SHIFTS UPON PAYMENT OF PURCHASE PRICE:** The PURCHASER shall not acquire title to any particular tree, which is part of the TIMBER, until such tree is severed from the stump. Upon severance, all of the COUNTY's interest

and title to such tree shall pass to the PURCHASER. However, all risk of loss is solely on the PURCHASER, from the time the PURCHASER pays the purchase price set out herein.

19. **REMOVAL OF CUT TIMBER:** PURCHASER agrees to remove all TIMBER from the PROPERTY as it is cut. In the event PURCHASER allows any cut TIMBER to remain on the PROPERTY for more than seven (7) calendar days after it has been cut, the COUNTY may, in the COUNTY's sole discretion, send a written notice to the PURCHASER that the PURCHASER shall, within seven (7) calendar days after the date of such notice, remove all such cut TIMBER from the PROPERTY. Title to and ownership of any cut TIMBER which remains on the PROPERTY after such time limit has run shall thereafter revert to the COUNTY and the COUNTY may dispose of such cut TIMBER in any manner it sees fit, by selling or otherwise, free and clear of any claim of the PURCHASER.
20. **PURCHASER GRANTED A LICENSE TO COME ON THE PROPERTY AND HARVEST THE TIMBER:** From the time the PURCHASER is issued a NOTICE TO PROCEED, until 30 days after the last day of the TERM, or the completion of HARVESTING, whichever comes first, the PURCHASER shall have the right to enter upon and remain on the PROPERTY at any time and all times with tools, wagons, carts, trucks, men and equipment and all other conveyances that may be necessary or convenient for the HARVEST of the TIMBER, together with all other necessary rights of ingress and egress.
21. **PURCHASER TO MAINTAIN AND KEEP ITS RECORDS:** PURCHASER shall keep written records of all TIMBER cut under the provisions of this CONTRACT, and the COUNTY shall be privileged, through its officers, employees and agents, during reasonable office hours, to examine and make copies of such records. Such records shall be retained by the PURCHASER, and available to the COUNTY, for a period of not less than 4 years after the last day of the TERM. Such records shall include:
  - 21.1 Type and volume of the TIMBER cut from each parcel;
  - 21.2 The entity purchasing such TIMBER from PURCHASER and the price paid;
  - 21.3 All payments made to the COUNTY.
22. **PURCHASER'S REPRESENTATIONS:** PURCHASER represents that: (1) the PURCHASER presently has, and throughout the TERM shall maintain, all professional licenses and other licenses and permits necessary to harvest the TIMBER as set out in this CONTRACT; (2) if the PURCHASER is a business entity, the PURCHASER is the business entity set out in the definition of the term PURCHASER; (3) if the PURCHASER is a foreign business entity, the PURCHASER is duly registered and

authorized to do business in the State of Florida; (4) the name, address, contact information, Federal Tax ID number and all other identifying information for the PURCHASER set out in the definition of the term PURCHASER is correct. It shall be the continuing duty of the PURCHASER to immediately notify the COUNTY should any of the above represented information change in any way during the TERM.

23. **INSURANCE COVERAGES:** The PURCHASER shall have insurance as follows:

23.1 PURCHASER will purchase and maintain all insurance necessary to protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of its employees, including claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom - any or all of which may arise out of or result from PURCHASER's operations under this CONTRACT, whether those operations be by the PURCHASER or by any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable.

23.2 This insurance shall be written for not less than the REQUIRED INSURANCE LIMITS or as required by law, whichever is greater, and shall include contractual liability insurance.

23.3 Before starting the WORK, PURCHASER will file with the COUNTY certificate(s) of insurance, acceptable to the COUNTY, providing evidence that PURCHASER has in full force and effect the insurance required herein with insurers authorized to do business in the State of Florida. These certificate(s) shall contain provision(s) that provide, without limitation, the following:

23.3.1 For all insurances except for professional liability insurance, name the COUNTY as a named or additional insured without waiving any defense of sovereign immunity or increasing the limits of COUNTY's liability in excess of the statutory cap provided under Section 768.28, Florida Statutes.

23.3.2 The coverage afforded under the policies will not be cancelled or materially changed until at least 30 days prior written notice has been given to the COUNTY.

24. **DISCLAIMER OF WARRANTIES:** THE TIMBER IS BEING SOLD "AS IS" "WHERE IS" "WITH ALL FAULTS" WITH NO REPRESENTATION OR

WARRANTY EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE. THE WARRANTIES DISCLAIMED INCLUDE, WITHOUT LIMITATION, ALL WARRANTIES CONCERNING MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUANTITY, QUALITY, TYPE, CONDITION, VALUE, ACCESSABILITY, THE PRESENCE OF PROTECTED SPECIES, THE PRESENCE OF EXOTIC SPECIES AND FEASIBILITY OF HARVEST. PRIOR TO ENTERING INTO THIS CONTRACT, THE PURCHASER EXAMINED THE TIMBER AND THE PROPERTY AS FULLY AS PURCHASER DESIRED. THE PURCHASER UNDERSTANDS AND AGREES THAT NO AGENT, EMPLOYEE OR REPRESENTATIVE OF THE COUNTY HAS THE AUTHORITY TO BIND THE COUNTY TO ANY AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE TIMBER, WHICH IS NOT EXPRESSLY SET FORTH IN THIS CONTRACT, AND THE PURCHASER FURTHER UNDERSTANDS AND AGREES THAT ANY SUCH AFFIRMATION OR FACT OR REPRESENTATION MADE BY ANY SUCH AGENT, EMPLOYEE OR REPRESENTATIVE WHICH IS NOT EXPRESSLY SET FORTH IN THIS CONTRACT SHALL NOT CONSTITUTE A WARRANTY.

25. **PURCHASER TO REPORT AND PAY ALL TAXES AND ASSESSMENTS:** The PURCHASER shall be solely responsible for reporting and paying all taxes and assessments (including, without limitation, ad valorem tax, documentary stamp tax, surtax and severance tax), if any, which may be due to any Federal, State or local authority due to the activities contemplated in this CONTRACT.
26. **COMPLIANCE OF PURCHASER WITH LEGAL REQUIREMENTS:** PURCHASER, its employees and representatives, shall at all and at PURCHASER's expense, do the following:
- 26.1 Secure and maintain all tree removal and other permits and authorizations required from any regulatory body that may be required to conduct the HARVESTING.
- 26.2 Secure and maintain, at PURCHASERS' expense, all driveway permits, licenses and other grant of right-of-way necessary, if any, to transport the TIMBER over private property.
- 26.3 Comply with all applicable laws, ordinances, statutes, rules, and regulations of the federal, state, or local government.
27. **CONTRACT SHALL NOT CONVEY PROPERTY RIGHTS NOR CREATE LIENS NOR SECURITY INTERESTS:** Notwithstanding anything else herein to the contrary, this CONTRACT shall not be deemed to convey any property right in the PROPERTY nor create any lien on nor grant any security interest in the PROPERTY.

Notwithstanding anything else herein to the contrary, this CONTRACT shall not be deemed to convey any property right in the un-severed TIMBER nor create any lien on nor grant any security interest in the un-severed TIMBER.

28. **REMEDIES FOR DEFAULT:** Notwithstanding anything else herein to the contrary, the parties' sole and exclusive remedies for default of any of the terms of this CONTRACT shall be bring an action for breach of this CONTRACT for money damages only. Neither party may bring a claim for specific performance.
29. **LIMITATIONS ON TYPES OF DAMAGES:** Notwithstanding anything else herein to the contrary, in any legal proceeding arising out of or relating to this CONTRACT, neither party shall have a remedy of, or be liable to the other for, indirect, special or consequential damages.
30. **ASSIGNABILITY:** Neither party may assign its rights and/or responsibilities under this CONTRACT.
31. **TIME IS OF THE ESSENCE:** Time is of the essence of this CONTRACT.
32. **GOVERNING LAW:** This CONTRACT shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws rules.
33. **VENUE AND JURISDICTION OF LITIGATION:** The exclusive venue and jurisdiction for any litigation enforcing, construing or relating to this CONTRACT shall be the Circuit Court or the County Court in and for Madison County, Florida. If under applicable law exclusive jurisdiction over any such matters is vested in the federal courts, then exclusive jurisdiction and venue shall be in the United States District Court for the Northern District of Florida, Tallahassee Division.
34. **WAIVER OF JURY TRIAL:** The parties mutually and forever waive any and all right to trial by jury in any legal proceeding arising out of or relating to this CONTRACT or this transaction. The parties agree to have any such actions decided by a judge alone, without a jury.
35. **NO WAIVER OF SOVEREIGN IMMUNITY:** Notwithstanding anything else herein to the contrary, nothing herein shall be construed to waive or to otherwise affect the COUNTY's sovereign immunity and/or the protections given the COUNTY under Section 768.28, Florida Statutes.
36. **NO THIRD PARTY BENEFICIARIES:** The provisions of this CONTRACT are for the sole and exclusive benefit of the COUNTY and the PURCHASER. No provision of

this CONTRACT will be deemed for the benefit of any other person or entity, and no other person or entity shall acquire any rights under this CONTRACT.

37. **CONTRACT NOT TO BE RECORDED:** Neither this CONTRACT nor any notice of this CONTRACT, shall be recorded in the public records of any County.
38. **ENTIRE AGREEMENT:** This CONTRACT supersedes all previous agreements, oral or written, between COUNTY and PURCHASER, and represents the whole and entire agreement between the parties. Neither party has entered into the CONTRACT in reliance upon any fact or representation not expressly provided in the CONTRACT.
39. **NO EFFECT ON PERMITS OR REGULATIONS:** The parties' rights and duties under this CONTRACT are not contingent upon any permits being granted, modified or denied or other regulatory action being taken or not taken by the COUNTY or any other regulatory authority. Further, no permit will be granted, modified or denied or that other regulatory action in whole or in part because of the fact that the PURCHASER is a party to this CONTRACT or this transaction. The amounts paid to the COUNTY hereunder shall not be deemed the payment of any costs and fees required to obtain any permits or comply with any regulations enforced by the COUNTY or any other regulatory authority.
40. **AMENDMENT, REVOCATION OR ABANDONMENT OF THIS CONTRACT:** This CONTRACT may not be amended, revoked, or abandoned except through a written agreement executed by the parties with the same formalities as this CONTRACT.
41. **CONTRACT NOT TO BE CONSTRUED AGAINST EITHER PARTY:** This CONTRACT is the product of negotiation between the parties, thus the terms of this CONTRACT shall not be construed against either party as the drafter.
42. **SEVERABILITY:** The provisions of this CONTRACT are severable, and to the extent that any provision of this CONTRACT is determined by court order, law or rule to be invalid, such invalidity shall in no way affect nor invalidate the other provisions of this CONTRACT.
43. **PUBLIC ENTITY CRIME:** The PURCHASER:
  - 43.1 Understands that, "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any



public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.” Section 287.133(2)(a), Florida Statutes; and,

43.2 Represents that the PURCHASER has either:

43.2.1 Never been placed on the “convicted vendor list” and is not the affiliate of any person who has ever been placed on the “convicted vendor list”; or,

43.2.2 Has disclosed to the COUNTY, in writing, that the PURCHASER was previously placed on the “convicted vendor list” or that the PURCHASER is the affiliate of a person who was placed on the “convicted vendor list”, and received written confirmation from the COUNTY that either the applicable time limit has run or the applicable threshold amounts are not exceeded in this CONTRACT.

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EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by the  
COUNTY, Madison County, a political subdivision of the State of Florida.

BOARD OF COUNTY COMMISSIONERS  
MADISON COUNTY, FLORIDA

BY: \_\_\_\_\_  
Alston Kelley  
Chair

ATTEST: \_\_\_\_\_  
William D. Washington  
Clerk

EXECUTED on this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by  
PURCHASER, \_\_\_\_\_.

\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

Acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by  
\_\_\_\_\_ who is  
personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

(The remainder of this page was intentionally left blank.)