

**TIMBER SALE AGREEMENT BETWEEN
ALACHUA COUNTY
AND GULF FORESTRY, LLC FOR
BALU FOREST 2023 SALUDA TIMBER SALE NO. 14165**

THIS AGREEMENT is entered into between ALACHUA COUNTY, a political subdivision and Charter County of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as “County” and Gulf Forestry, LLC with a principal business address of P.O. Box 2620, Chiefland, FL 32644 “Purchaser”), for the sale of timber on County property and is effective as of the date the last party hereto has signed and dated same.

WITNESSETH

WHEREAS, harvesting timber resources is an important means of improving natural community health and reducing potentially hazardous fuel loads. Alachua County Board of County Commissioners has approved timber sales on County-owned and managed properties as a sustainable, efficient, and appropriate means of conservation and protection of natural ecosystems and water related resources.; and,

WHEREAS, the County owns or has the right to sell timber in the Balu Forest, more fully described in Article II; and,

WHEREAS, the County issued Bid # 24-444 seeking firm fixed bid prices from Purchasers to harvest timber in Balu Forest; and,

WHEREAS, after evaluating and considering all timely responses to Bid # 24-444, the County identified the Purchaser as the top ranked firm and desires to enter into an Agreement for the harvest and purchase of timber; and,

WHEREAS, the Purchaser has inspected and desires to purchase and harvest the timber.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

ARTICLE I - TERM

A. **Term.** This Agreement shall be effective as of the date that it has been executed by both Parties (the “Effective Date”). Upon signature by the Parties to this Agreement, Purchaser is granted the exclusive right to harvest and purchase the Timber identified in Article II until twelve months from the effective date (the “Completion Date”). Time is of the essence for every aspect of this Agreement. Where additional time is allowed for the performance of any action, the new time limit shall also be of the essence.

B. **Extension of Term.** Poor timber market conditions, tropical storms, hurricanes, or wildfire are some conditions which may warrant an extension. Any extension granted will be at the sole discretion of the County and shall be by amendment to this Agreement as provided herein. The County Manager has authority to amend this Agreement two times, to extend the term up to six additional months with each amendment. Any additional amendment to extend this Agreement must be done by the Board of County Commissioners, executed with the same formalities as this Agreement.

C. **Schedule of Harvest.** The County may select the area to begin harvesting first and shall determine the sequence in which the Timber may be harvested. The County may temporarily suspend logging operations if the County's Project Manager determines damage to the site or a road is too severe. Purchaser shall commence the harvest within thirty calendar days after the effective date of this Agreement.

ARTICLE II - TIMBER LOCATION AND IDENTIFICATION

A. **Harvest Area.** The Harvest Area is comprised of approximately 75.7 acres on Balu Forest, which is located in Alachua County, Florida, more particularly described on **Exhibit "1."** Purchaser agrees to purchase all Timber within the Harvest Area under the terms of this Agreement. If a catastrophic event damages the Timber, Purchaser will immediately begin salvage operations to remove the damaged Timber. The County may request that the Purchaser remove additional areas of timber, not to exceed 10% of Harvest Area, at the agreed upon per unit product price. If the additional timber is not in the same commodity class, then purchaser and County will agree on a per unit product price.

1. **Special Conditions.** This is a per ton harvest of approximately 75.7 acres comprised of:
 - a. A thinning from below, pine timber to be harvested include all trees marked blue at eye level or higher and at the stump. Loading ramps have been pre-located by the project manager and are shown on the maps in Exhibit 3.
2. The County's Project Manager reserves the right to select loading deck locations.
3. The County Project Manager may order operations to cease or exclude isolated areas from the harvest when, in the County Project Manager's sole opinion, site conditions are too wet, hazardous or will potentially cause rutting or root damage, or will significantly impact natural or cultural resources.
4. Residual trees must not be damaged. Logging slash and non-merchantable tops will be evenly distributed throughout the harvest areas.
5. The County acknowledges that there are active Gopher Tortoise burrows within the Harvest Area and will make reasonable efforts to locate and delineate the burrows with plastic flagging prior to harvesting. The Purchaser shall take all efforts necessary to avoid and otherwise protect the identified burrows, however if an

unmarked burrow is encountered the Purchaser shall avoid that area and notify the County's Project Manager.

C. **Duty to Inspect.** Purchaser is under a duty to inspect and satisfy itself concerning the nature and the location of the harvest and the general and local conditions. The failure of Purchaser to acquaint itself with the aforementioned applicable conditions will not relieve it from the responsibility for properly estimating the difficulties, the time required, or the costs of successfully performing the harvest. **THE COUNTY HAS NOT MADE, DOES NOT MAKE, AND WILL NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OR FITNESS OF THE PREMISES FOR THE PURCHASER'S INTENDED USES THEREOF NOR FOR ANY OTHER USES, THE LOGGING CONDITIONS, THE QUALITY, QUANTITY, OR VALUE OF ANY TIMBER, OR TO THE QUALITY, PHYSICAL CONDITION, UTILITY OR POTENTIAL OF THE HARVEST AREAS, AND THE PURCHASER AGREES THAT IT HAS NOT RECEIVED OR RELIED UPON ANY SUCH REPRESENTATIONS OR WARRANTIES FROM THE COUNTY.** The Purchaser hereby acknowledges, agrees, represents and warrants that it has inspected the Harvest Areas and has, in its sole and exclusive discretion, determined that the Harvest Areas are suitable for the Purchaser's intended uses of the Harvest Areas in there "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition.

D. **Transfer of Title.** All rights, title, and interest in the Timber conveyed by this Agreement shall remain in the County until severance from the stump.

ARTICLE III - COMPENSATION

A. **Wood Security.** The County shall furnish the Purchaser with sequentially numbered, three-part load tickets for tracking harvested timber. Purchaser shall sign for each allotment of load tickets and shall complete the three-part load ticket for each loaded trailer. Load tickets must be completed according to the following instructions:

1. **County's Copy.** The County shall collect the first part of the ticket from the loader operator.
2. **Scale Ticket Copy.** Purchaser shall attach the second part of the ticket to the scale ticket at the mill when the timber is weighed. This shall be returned to the County's Project Manager, attached to the mill scale ticket, along with the weekly summary sheet of all loads and payment for timber.
3. **Load Copy.** Purchaser shall attach the third part of the ticket to the loaded timber before timber is removed from the loading area. This part shall be attached to the butt end of a log on the driver's side, at the front of the trailer, in such a manner as to be readily visible to oncoming traffic. The load copy shall be stapled to the load at the loading area.

If a loaded truck leaves the loading area without a load ticket attached in the manner described above the Purchaser is subject to a \$100 fine. If Purchaser fails to produce a scale ticket, load ticket, and correct payment corresponding to each load ticket collected by the County, Purchaser shall pay to the County the sum of \$1,000 or the estimated value of the load, whichever is greater. The County's Project Manager determines estimated load values. Purchaser has ten (10) working days from notification of such discrepancy to provide a remedy. The remedy must be to the satisfaction of the County's Project Manager. Purchaser shall return to the County's Project Manager all unused load tickets at the completion of the sale.

B. **Settlement Summary Sheets.** Purchaser shall send to the County's Project Manager a settlement summary sheet once a week along with payment. The summary sheet shall detail all loads removed. County load ticket number, date load was hauled, purchasing mill destination, and net load weight (before dockage or cull deductions) for each load. In addition, the scale ticket copy of the load ticket shall be attached to the mill scale ticket or a copy of the mill scale ticket, as described in paragraph A, 2. above.

C. **Compensation to County.**

1. Purchaser shall compensate the County for the Timber cut and removed as follows:

PRODUCT	PRICE PER TON	ESTIMATED TONS	ESTIMATED PRODUCT TOTAL
Pine Pulpwood	\$10.00	435	\$4,350
Pine Chip-n-saw	\$30.00	200	\$6,000
Pine Sawtimber	\$30.00	583	\$17,490
		TOTAL ESTIMATED SALE VALUE	\$27,840

Pine Pulpwood: Minimum 4.6" diameter at breast height (DBH), with a minimum of 1, 16' log to a minimum top diameter inside bark of 2.5" and of quality not suitable for higher value products.

Pine Chip-n-Saw: Minimum 8.6" DBH to a maximum 11.5" DBH, with 24 feet of clear wood (no excessive sweep or limbs, to a minimum top diameter inside bark of 6").

Pine Sawtimber: 11.5” DBH or higher, with 16 feet of clear wood (no excessive sweep or limbs, to a minimum top diameter inside bark of 8”.

2. Payments to the County shall be made weekly for timber harvested in conjunction with the weekly settlement summaries and load tickets. Payments shall be accompanied by a settlement summary sheet, which includes individual load tickets identifying the number of tons and type of timber harvested per week. The County shall be paid according to net load weight before dockage or cull deductions. Care should be taken to ensure that “adjusted net weight” (after dockage or cull deductions) is NOT used for payment calculations. Stumpage is based on the gross weight cut and removed; therefore, the County will be paid for all cull stumpage. The Purchaser shall submit the final payment within ten (10) days of completing the harvest.
3. All payments shall reference contract # and shall be submitted to the County, Alachua County Environmental Protection Department, 14 NE 1st Street Gainesville, FL 32601 ATTN: Accounts Receivable. Checks shall be made payable to the Alachua County Board of County Commissioners and sent to the address above.

D. The Purchaser shall submit an advance payment of twenty percent (20%) of their estimated sale value with the signed contract. The purchaser shall offset the advance payment against timber receipts due to Alachua County until such time as the advance payment is exhausted and at which time the purchaser will make weekly payments for all remaining timber removed.

ARTICLE IV - PROJECT MANAGEMENT

A. **Project Managers.** The Project Managers shall be responsible for overall coordination, oversight, and management of the harvest. The following persons are designated as Project Managers for their respective party:

COUNTY

Scott Crosby, Project Manager
Alachua County
Environmental Protection Department,
Office of Land Conservation and Management
14 NE 1st Street
Gainesville, FL 32601
(352) 213-0024
scrosby@alachuacounty.us

PURCHASER

Lyles Corbin

Gulf Forestry, LLC
P.O. Box 2620
Chiefland, FL 32644
(352) 535-5675
lyles.corbin@gmail.com

B. **County Project Manager.** The County's Project Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate County policies and decisions regarding all matters pertinent to performance of the harvest. The County's Project Manager shall have the authority to approve minor deviations in the harvest that do not affect the Completion Date or unit pricing. The County's Project Manager and, as appropriate, other County employees, shall meet with Purchaser, when necessary, in the County's judgment, to provide decisions regarding performance of the harvest, as well as to review and comment on reports.

C. **Change in Project Manager.** Either party to this Agreement may change its project manager by providing not less than three (3) harvesting days' prior written notice of the change to the other party. The County reserves the right to request Purchaser to replace its project manager if said manager is unable to carry the harvest forward in a competent manner or fails to follow instructions or the specifications, or for other reasonable cause.

D. **Questions Regarding Harvest.** The County intends to fully assist Purchaser in the successful performance of the harvest and to respond in a timely manner to any questions or issues that arise. Purchaser should initially discuss any questions or issues with the County's Project Manager and communicate such questions or issues to the County in writing when required by the terms of this Agreement or as otherwise determined by Purchaser to be in its best interest. Within a reasonable time after their presentation, the County shall respond in writing to any such questions or issues through its Project Manager.

E. **County's Supplemental Instructions.** The harvest shall be carried out in accordance with the Supplemental Instructions at **Exhibit "2"** The Supplemental Instructions shall be issued by the County Project Manager and accepted by the Purchaser prior to the commencement of any harvesting.

F. **Notices.** All notices to each party shall be in writing and shall be either hand-delivered or sent via U.S. certified mail to the respective party's project manager at the names and addresses specified below. All notices are considered delivered upon receipt. Should either party change its address, written notice of the new address shall be sent to the other parties within five (5) business days. Except as otherwise provided herein, notices may be sent via e-mail or fax, which shall be deemed delivered on the date transmitted and received.

Notices required under this Agreement shall be sent to:

COUNTY
Scott Crosby, Project Manager

Alachua County
Environmental Protection Department,
Office of Land Conservation and Management
14 NE 1st Street
Gainesville, FL 32601
(352) 213-0024
scrosby@alachuacounty.us

PURCHASER

Lyles Corbin
Gulf Forestry, LLC
P.O. Box 2620
Chiefland, FL 32644
(352) 535-5675
lyles.corbin@gmail.com

A copy of any notice, request or approval to the County must also be sent to:

J.K. “Jess” Irby, Esq.
Clerk of the Court
12 SE 1st Street
Gainesville, FL 32602
ATTN: Finance and Accounting
dmw@alachuacounty.org

And to:

Procurement Division
12 SE 1st Street
Gainesville, Florida 32601
Attn: Contracts
Procurement@alachuacounty.us

G. **Permits, Regulations, Licenses.** All harvesting and other activities performed pursuant to this Agreement must conform to the laws of the United States, the State of Florida and county and municipal ordinances. Purchaser represents and warrants that it is duly licensed to perform the harvest in accordance with the laws of the State of Florida and the county or municipality in which the harvest is to be performed. Purchaser shall give to the proper authorities all required notices relative to the harvest; obtain and pay for all official permits or any other licenses, including any and all professional licenses required by the nature of the harvest; and furnish any bonds, security, or deposits required to permit performance of the harvest.

Purchaser shall comply with all conditions of permits issued by governmental agencies, which are incorporated herein. Purchaser is responsible for the resolution of any issues resulting from a finding of noncompliance by any regulatory agencies, including all costs for delays, litigation, fines, or other costs.

ARTICLE V - ACCESS, HARVEST SPECIFICATIONS, SAFETY, CARE OF PROPERTY

A. **Access.** For any harvest that is performed on County property or property interests, the County will provide sufficient access to accomplish the harvest. Land access to the Harvest Area shall be restricted to the route designated by the County (**see Exhibit “3”**). All access routes shall be used for the purpose of the harvest only. Purchaser shall not disturb lands or waters outside the Harvest Area, except as may be found necessary and authorized by the County. The County Project Manager shall determine haul routes for trucks to enter and leave the property.

B. **Gates.** Purchaser shall keep all gates to County lands or easements closed and locked in accordance with County specifications when not in use and at the end of each working day. Purchaser shall promptly notify the County when a gate has become impaired due to vandalism or other cause. Purchaser shall repair or replace at Purchaser’s cost any damage to fences, cattle guards, gates, power lines, or other improvements.

C. **Roads.** Purchaser shall maintain or repair roads at its expense to a standard as good as or better than their condition prior to commencement of harvesting allowing for reasonable wear resulting from normal use. Any road repair necessary after the harvest is completed shall be deducted from the Purchaser’s Irrevocable Letter of Credit or Cash Deposit. Any road repair needs on the preserve roads haul route, if needed, will require use of materials (e.g. limerock) approved by the project manager. Vehicles shall travel only at a safe speed on the Preserve roads and may only enter and leave the preserve in locations designated by the Project Manager.

D. **Harvest Specifications.**

1. Stump heights shall not exceed six (6”) inches.
2. Cutting shall be done only in the Harvest Area.
3. The locations and size of loading ramps and skid trails shall be pre-approved by the County’s Project Manager.
4. Tops, chunks, and woody debris at loading areas shall be scattered back through the Harvest Area. Large piles of debris must not be left on loading ramps. Purchaser must keep the Harvest Area clear of rubbish.
5. Branches, tops, and chunks shall be cleared from ditches, roads, firelines, fences, and streams. Purchaser shall not block roadways and/or trails with set out trailers or parked equipment. Trailers shall NOT be loaded or topped within fifteen feet of

any roadway, trail, or ditch without prior permission from the County's Project Manager.

6. A vegetative barrier, as specified by the County's Project Manager, may be requested to be retained between any exterior roadways or adjacent properties and the Harvest Area. The purpose of this is to prevent the establishment of unauthorized access points.
7. Purchaser shall repair, replace, or restore any damage, injury, or loss to any public or private property, including without limitation damages to survey markers, fences, cables, or gates that result from its activities at its expense and to the County's satisfaction. Should Purchaser fail to perform its obligations hereunder, the County may make good any damage to public or private property caused by Purchaser. The cost thereof shall be deducted from Purchaser's Irrevocable Letter of Credit or Cash Deposit.
8. Purchaser shall take due care against starting and spreading fires during cutting operations. Purchaser shall be held liable for all damage caused by such fires.
9. Purchaser shall comply with all practices as described in the most recent version of the Silviculture Best Management Practices, located on the Florida Forest Service website (<https://www.fdacs.gov/Forest-Wildfire/Silviculture-Best-Management-Practices>). Throughout the entirety of this Agreement, Purchaser's staff must include a person currently certified pursuant to a logger-training program approved by an SFI Implementation Committee. Also at least one person on each logging crew shall have a current certification from a logger-training program approved by an SFI Implementation Committee. Approved programs include, but are not limited to, Georgia's "Master Timber Harvester", Florida's "Master Logger" and Alabama's "Professional Logging Manager".
10. Unless otherwise specifically provided for herein, Purchaser shall provide and pay for all materials, labor, and other facilities and equipment as are necessary for the performance of the harvest.
11. Road signs, such as "Log Trucks Entering Road," or similar signs that indicate logging operations in the area must be placed in a conspicuous manner on all major roads, as designated by the County. Purchaser is responsible for any other signage that may be required by statute, ordinance, or regulation.
12. To minimize the possibility of transporting and spreading exotic plant species, harvesting equipment must be cleaned of all dirt and plant material and inspected by the County's Project Manager prior to moving onto County lands.

13. All harvested trees must be merchandized according to the minimum log specifications provided by this Agreement at time of award. No deviation from the log specifications will be allowed unless approved by the County's Project Manager. Trees that are harvested must be removed from the site.
14. When the Purchaser deems it necessary to mark any trees in this sale for product designation or any other purpose, the color or shade of paint will used shall not be the same as used by the County to mark trees. The Purchaser, or any employee or representative of the Purchaser, will not have in their possession (i.e. equipment, vehicles, etc.) the same color (or similar shade) of paint as that used by the County while on the County's property

E. **Safety.** Purchaser shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work they are assigned. Neither Purchaser nor its subcontractors and servants shall allow or cause to be allowed any hunting, or any weapons, animals, alcohol, or drugs, on or from County property, easements, or adjacent property, except as allowed by law.

Purchaser is responsible for providing employee training for all functions necessary for harvesting; providing equipment and materials necessary to the harvesting; and complying with the Occupational Safety and Health Standards set for the performance of logging operations by the U.S. Department of Labor, Occupational Safety and Health Administration. In performing the harvest, Purchaser shall provide and maintain sufficient protection for the lives and health and safety of its employees and other persons who may utilize any County premises in the Harvest Area. Purchaser shall make certain that only authorized personnel are allowed on the harvest site.

Purchaser shall have the sole and exclusive duty for maintenance of the safety of the premises and other matters described above. The County shall be under no duty to inspect the harvest site to ensure compliance with the terms hereof. Any such inspection or action taken by the County to remedy deficiencies in the safety conditions at the harvest site shall not constitute an assumption of any such duty by the County.

F. **Supervision.** Purchaser shall provide efficient supervision of the harvest, using its best skill and attention. The Purchaser's Crew Leader must have a current Master Logger or equivalent certification and be physically on site and supervising the logging crew at all times during harvest operations. If an acceptable Crew Leader is not physically on site during the entire harvest, the harvest will stop until an acceptable Crew Leader is present. There shall be no consideration to the Purchaser for such delays. Prior to harvesting, Purchaser must provide the County with the Crew Leader's name and Master Logger Certification number. A back-up Crew Leader with proof of the required certification and with approval by the County's Project Manager may fill in for the designated Crew Leader. Except in emergency situations, the Purchaser will provide the County's Project Manager with 3 calendar days' notice to evaluate the credentials of the back-up crew

Leaders. If the County produces documented evidence and informs the Purchaser that any person on the job is acting contrary to the Agreement or the instructions of the County, the Purchaser shall immediately dismiss that person from the project and that person may not be used on any harvest connected with this Agreement. Failure of the Purchaser to immediately remove any employee or employee of a sub-contractor of Purchaser who is acting contrary to the Agreement, or the instructions of the County shall be grounds to terminate this Agreement.

G. **County Inspection.** The County's Project Manager shall make a final acceptance inspection of the Harvest Area when completed and finished in all respects in accordance herewith. The Irrevocable Letter of Credit or Cash Deposit shall not be released before the County's Project Manager issues final acceptance.

H. **Protection of Land and Water Resources.** Purchaser shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, bitumens, calcium chloride, acids, insecticides, herbicides, wastes, toxic or hazardous substances, or other pollutants or harmful materials, onto any lands or into any surface or ground waters, including, but not limited to, streams, lakes, rivers, canals, ditches, or reservoirs. Purchaser shall investigate and comply with all applicable federal, state, county, and municipal laws concerning toxic wastes, hazardous substances, and pollution of surface and ground waters. If any waste, toxic or hazardous substance, or other material that can cause pollution, as defined in §403.031, Florida Statutes, is dumped or spilled in unauthorized areas, Purchaser shall notify the County thereof within one (1) workday and thereafter shall remove the material and restore the area to its original condition. If necessary, the Purchaser shall excavate and dispose of contaminated ground, as directed by the County and replaced with suitable fill material, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne solely by Purchaser.

I. **Endangered Species Act.** In the event that a species listed as threatened or endangered under the Endangered Species Act is discovered in the Harvest Area during harvest operations, Purchaser shall immediately suspend harvest operations on the affected portion of the Harvest Area and notify the County. The County shall then consult with the appropriate regulatory agencies to determine whether harvest can continue and what restrictions on harvest may apply. In the event that cutting or removal of part or all of the forest products subject to this Agreement is prevented by Federal, State or local laws or regulations, including but not limited to rules or regulations imposed under the Endangered Species Act, and if such restriction is not due to any act or omission on the part of Purchaser, its agents or contractors, Purchaser shall have no obligation to purchase the right to cut the forest products so restricted and any advance stumpage payments made by Purchaser which cannot be amortized by harvest of the remaining harvestable timber shall be returned to Purchaser. Provided, however, that if such restriction is removed at such time as to allow Purchaser to cut or remove the forest products previously restricted in a commercially reasonable fashion prior to expiration of the term of this Agreement, Purchaser shall be obligated to so purchase.

ARTICLE VI - INDEMNITY AND INSURANCE

A. **Indemnification.** The Purchaser agrees to waive, release, protect, defend, indemnify, and hold harmless the County and director and their officers, employees and agents from and against any and all claims, liens, demands, causes of action, whether in law or in equity, proceedings, losses, penalties, damages, settlements, costs, charges, including attorney fees and costs, professional fees or other expenses or liabilities of every kind and character, arising out of or directly or indirectly out of this Agreement and/or the performance hereof, whether or not caused by the negligent acts or omissions of the County. Without limiting the generality of the foregoing, any and all such claims, etc., including but not limited to personal injury, death, damage to property (including destruction) defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright (or application for any thereof) or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule, or regulation or decree of any court, shall be included in the indemnity hereunder. The Purchaser further agrees to investigate, handle, respond to, provide defense (including payment of attorney fees, court costs, and expert witness fees and expenses up to and including any appeal) for and defend any such claim at its sole cost and expense through counsel chosen by the County and agrees to bear all other costs and expenses related thereto, even if they (claims, etc.) are groundless, false, or fraudulent. Purchaser agrees that indemnification of the County shall extend to all work performed by the Purchaser, its subcontractors, employees, agents, servants or assigns. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of Purchaser's insurance coverage. This Article VI shall survive the termination of this Agreement.

Nothing contained herein shall constitute a waiver by the County of its sovereign immunity, the limits of liability or the provisions of §768.28, Florida Statutes.

B. **Insurance.** Purchaser shall not commence the harvest until it has provided certificates to the County for amounts of insurance as set forth in **Exhibit “4”**. A current Certificate of Insurance (COI) showing coverage of the types and in the amounts required is attached hereto as **Exhibit “4-A”**.

C. **Cash Deposit.** Prior to beginning work, Purchaser shall provide County with an Irrevocable Letter of Credit or Cash Deposit in the amount of 10% of the bid price, or \$5,000; whichever is higher. The County Manager or designee has authority to release the Cash Deposit upon satisfactory completion of Purchaser's duties as outlined herein.

ARTICLE VII - TERMINATION

A. **Damages for removal of boundary trees or overcut on County land and Liquidated Damages:** If the County finds any undesignated stumpage cut without the permission of the County, Purchaser shall pay as damages to the County twice the stumpage rate listed in Section III, C or \$50.00 per tree for any marked boundary line tree regardless of size unless said tree is

specifically designated for cutting. The volume of such penalty stumpage will be calculated by the County and may be withheld from Purchaser's Performance Deposit or recovered by any means available. If, at the expiration of this Agreement, the County finds cut merchantable trees, left in the woods, and if failure to remove was not due to circumstances beyond the control of Purchaser, as determined solely by the County, the volume of such trees will be calculated by the County within thirty (30) calendar days after the expiration of this Agreement, and the Purchaser will pay the County for the calculated volume, based on the prices shown in Article III, C above, as though it had been removed. Notification of the calculated volume shall consist of mailing the notice and invoice to Purchaser's Project Manager. In the event uncut trees remain at the expiration of the contract, liquidated damages will be assessed equal to the calculated volume, as determined solely by the County, multiplied by either: 1) 25% of the prices shown in Section III, C above, or 2) the difference between the price in section III, C above and the County's subsequent reselling price, whichever is more.

Additionally, Failure to perform all duties as required herein may result in suspension or debarment from participating in future solicitations in accordance with the Alachua County Code 22.19.5.

B. **County Termination for Convenience.** The County has the right to terminate this Agreement, or any harvest issued under it at any time, with or without cause upon written notice to Purchaser. Upon receiving notice of termination, Purchaser shall discontinue the harvest on the date and to the extent specified in the notice, and shall place no further orders for materials, equipment, services, or facilities except as needed to continue any portion of the harvest that was not terminated. Purchaser shall also make every reasonable effort to cancel, upon terms satisfactory to the County, all orders or subcontracts related to the terminated harvest. Upon receipt of notice of termination, Purchaser waives all claims for damages, including, but not limited to, loss of anticipated profits, idle equipment, labor, facilities, and claims of subcontractors and vendors.

C. **Inability to Perform:** Should either party be unable to perform any of its obligations and undertakings under this Agreement by reason of (a) war, (b) acts of the public enemy or of God, (c) prohibition by any governmental entity, (d) failure of the title of the County, (e) aberrant weather conditions (aberrant meaning rainfall in excess of 15% of seasonal averages, hurricane, flooding, or ice storm), (f) strikes by laborers at manufacturing mills or plants that Purchaser is acquiring trees for re-sale and delivery, or strikes by workers engaged in tree harvesting, or strikes by railroad workers, (g) restraint or enjoinder of Purchaser by the County or any other party in its operations of harvesting and removing Timber from the Harvest Area, then the term of this Agreement may, upon written agreement of the Parties, be extended for a term equal to the period of the disability, not to exceed six (6) months. The above matters are the only matters to be considered force majeure in connection with this Contract. Such force majeure event shall not include changes in the market for timber or wood products or other economic conditions or the financial condition of Purchaser or any of its agents, contractors, or subcontractors. Market conditions which alter the agreed upon price per product as stated in this agreement shall not release the purchaser from carrying out the terms of this timber harvest agreement.

D. **Removal of Equipment, Cleanup.** In the case of termination of this Agreement before completion, for any cause whatsoever, Purchaser, if notified to do so by the County, shall promptly remove any or all of its equipment and supplies from any property interest of the County, failing which, the County shall have the right to remove such equipment and supplies at Purchaser's expense. Site cleanup includes all acts necessary to restore the harvest site to not less than its original condition. Purchaser shall, as directed by the County, at its own expense, remove from County property, and from all public and private property, all machinery, equipment, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities.

ARTICLE VIII - GENERAL PROVISIONS

A. **Amendments.** The Parties may not amend this Agreement, except by written agreement of the Parties. Such written agreement may make changes within the general scope of the Agreement. No verbal agreement or conversation with any officer, agent, or employee of the County after execution of this Agreement shall affect or modify any of its terms. No one is authorized to change any provision of the specifications without written authorization of the County. Nor shall the presence or absence of a County inspector relieve Purchaser from any requirements of this Agreement.

The County's Project Manager shall have authority to authorize minor changes in the harvest, not affecting the price schedule or the Completion Date. Purchaser shall not make changes authorized by the County's Project Manager without issuance of the County's Supplemental Instructions (DSI) form **Exhibit "2"** and approved by Purchaser. All supplemental instructions shall be incorporated into the Agreement.

B. **Suspension of Operations.** The County's Project Manager may suspend all operations on the Harvest Area, after 24 hours' notice has been served on the Purchaser, if the conditions and requirements contained in this Agreement are disregarded. Failure to comply with any of said conditions and requirements shall be sufficient cause for termination of this Agreement, the suspension and/or the cancellation of all agreements for other uses of County owned lands.

C. **Assignment, Subcontracts.** Purchaser shall not sublet, assign, or transfer any of the rights, in whole or in part, or assign any moneys due or to become due hereunder, without the prior written consent of the County. Neither County approval of a subcontractor nor any other provision of this Agreement shall create a contractual relationship between any subcontractor and the County. Purchaser shall be responsible for the fulfillment of all harvest elements included in the subcontracts and shall be responsible for the payment of all monies due under any subcontract. Purchaser shall be as fully responsible to the County for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as it is for its own acts and omissions. Purchaser shall hold the County harmless from any liability or damages arising under or from any subcontract to the extent allowed by law.

D. **Project Records.**

1. **General Provisions:**

a. Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. “Public records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per **§119.011(11), Florida Statutes**. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

b. In accordance with **§119.0701, Florida Statutes**, the Purchaser (referred hereinafter in all of the “Project Records” section collectively as “Purchaser”), *when acting on behalf of the County*, as provided under **§119.011(2), Florida Statutes**, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the County’s custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Purchaser or Contractor shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

2. **Confidential Information:**

a. During the term of this Agreement or license, the Purchaser may claim that some or all of Purchaser’s information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as “Confidential Information”), is, or has been treated as confidential and proprietary by Purchaser in accordance with **§812.081, Florida Statutes**, or other law, and is exempt from disclosure under the Public Record Act. Purchaser shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall use its best efforts to maintain the confidentiality of the information properly identified by the Purchaser as “Confidential Information” or “CI.”

b. The County shall promptly notify the Purchaser in writing of any request received by the County for disclosure of Purchaser’s Confidential Information and the Purchaser may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Purchaser shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Purchaser shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Purchaser’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Purchaser shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney

fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Purchaser releases County from claims or damages related to disclosure by County.

3. **Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Purchaser, *when acting on behalf of the County* as provided under **§119.011(2), Florida Statutes**, shall transfer, at no cost, to the County all public records in possession of the Purchaser or keep and maintain public records required by the County to perform the service. If the Purchaser transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Purchaser keeps and maintains public records upon the completion or termination of the Agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.
4. **Compliance:**
 - a. If the Purchaser does not comply with the County's request for records, the County shall enforce the contract provisions in accordance with the contract.
 - b. A Purchaser who fails to provide the public records to the County within a reasonable time may be subject to penalties under **§119.10, Florida Statutes**.

IF THE PURCHASER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT ENVIRONMENTAL PROTECTION DEPARTMENT DIRECTOR, MR. STEPHEN HOFSTETTER: phone number 352-264-6811; Email shofstetter@alachuacounty.us; Mailing Address: 14 NE 1st Street, Gainesville, FL 32601.

- E. **Permits.** The Purchaser will obtain and pay for all necessary permits, permit application fees, licenses or any fees required.
- F. **Assignment of Interest.** Neither party will assign or transfer any interest in this Agreement without prior written consent of the other party.
- G. **Successors and Assigns.** The County and Purchaser each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement
- H. **Independent Contractor.** In the performance of this Agreement, the Purchaser is acting in the capacity of an independent contractor or Consultant and not as an agent, employee, partner, joint venturer, or associate of the County. The Purchaser is solely responsible for the means,

method, technique, sequence, and procedure utilized by the Purchaser in the full performance of the Agreement.

I. **Collusion.** By signing this Agreement, the Purchaser declares that this Agreement is made without any previous understanding, Agreement, or connections with any persons, professionals or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

J. **Conflict of Interest.** The Purchaser warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this Agreement. The Purchaser shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

Purchaser certifies that no officer, agent, or employee of the County has any material interest, as defined in Chapter 112, Florida Statutes, either directly or indirectly, in the business of Purchaser, and that no such person shall have any such interest at any time during the term of this Agreement.

K. **Prohibition Against Contingent Fees.** As required by §287.055(6), Florida Statutes, the Purchaser warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Purchaser to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Purchaser any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

L. **Third Party Beneficiaries.** This Agreement does not create any relationship with, or any rights in favor of, any third party.

M. **Severability.** Articles VI.A and VI.B are essential and indivisible provisions of this Agreement and must be interpreted to provide the broadest protection to the County. If Articles VI.A or VI.B is declared to be void by a court of law, then the entire Agreement is void. If any other provisions of this Agreement are declared void by court of law, all other provisions will remain in full force and effect.

N. **Non Waiver.** The failure of any party to exercise any right in this Agreement shall not be considered a waiver of such right.

O. **Exhibits.** All exhibits attached to this Agreement are incorporated into and made part of this Agreement by reference.

P. **Amendments.** The Parties may amend this Agreement only by mutual written agreement of the Parties.

Q. **Captions and Section Headings.** Captions and section headings used herein are for convenience only and shall not be used in construing this Agreement.

R. **Counterparts.** This Agreement may be executed in any number of and by the different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

S. **Construction.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Agreement

T. **Governing Law and Venue.** This Agreement is governed in accordance with the laws of the State of Florida. Sole and exclusive venue for any action arising under this Agreement shall be in Alachua County, Florida.

U. **Entire Agreement.** This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations.

V. **Electronic Signatures.** The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Contractor with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), by electronic mail in “portable document format” (“.pdf”) form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

W. **U.S. Department of Homeland Security E-verify System**

1. The Contractor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

2. The Contractor shall expressly require any subcontractors performing work or providing services pursuant to the County's agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the agreement. The E-verify system is located at <https://www.uscis.gov/e-verify>.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Mary C. Alford, Chair

DATE: _____

Attest

J.K. "Jess" Irby, Esq., Clerk

APPROVED AS TO FORM

Alachua County Attorney's Office

WITNESS

By: Karen Alvarez
Print: Karen Alvarez
Title: Notary
DATE: 3/12/24

PURCHASER

By: [Signature]
Print: Lyles Corbin
Title: Owner

IF INCORPORATED PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY OR A CORPORATE RESOLUTION LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF NOT INCORPORATED, THEN SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION



EXHIBIT 1

Balu Forest 2023 Timber Sale - Location Map

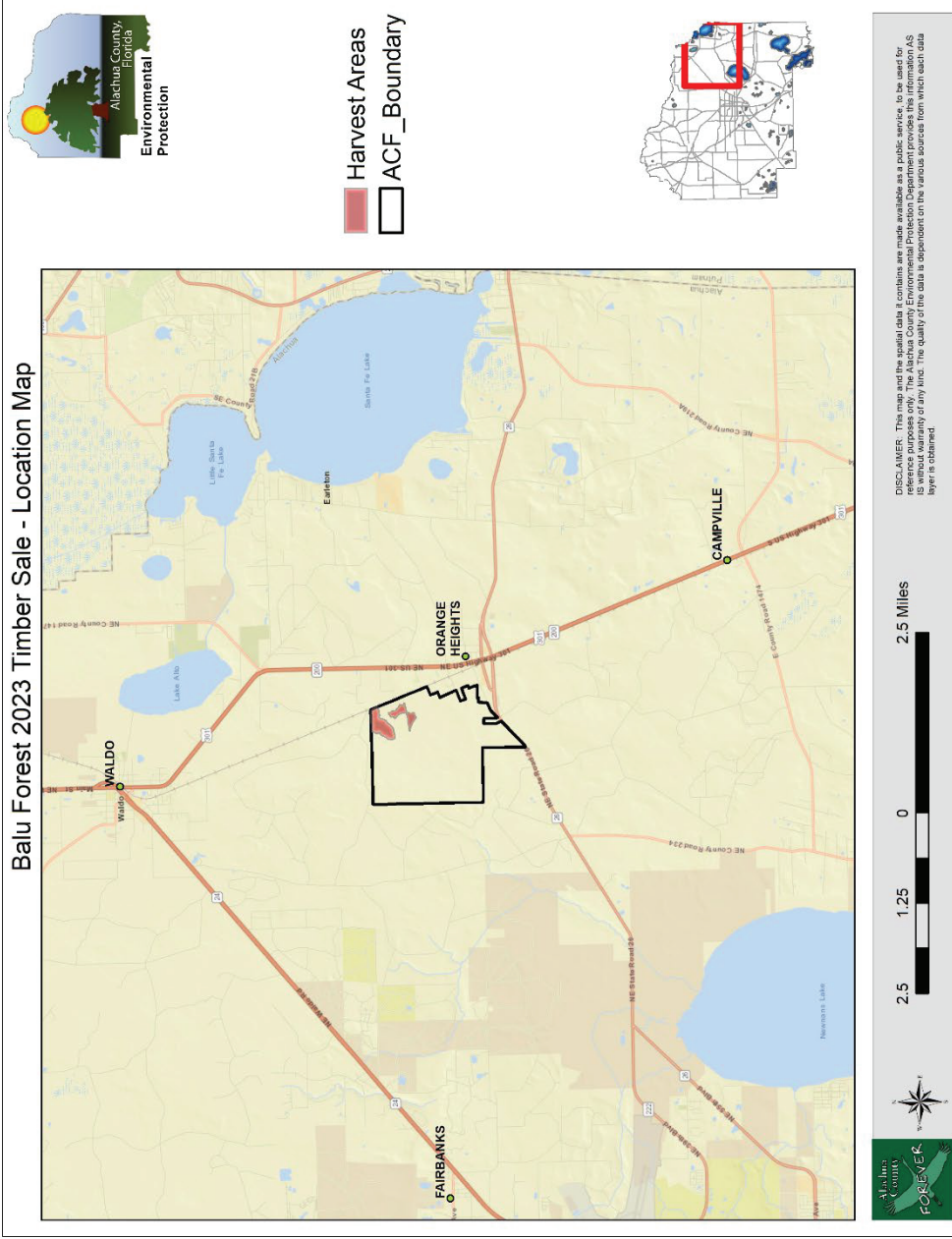


EXHIBIT 2 COUNTY’S SUPPLEMENTAL INSTRUCTIONS (sample)

Date: _____; Contract Number: _____

Contract name:

To: _____

From: _____; Project Manager

The harvest shall be carried out in accordance with the following Supplemental Instructions, issued in accordance with the Agreement BETWEEN Purchaser and County dated _____. The County’s Project Manager, by issuance of these instructions, has determined that they will not result in a change in the Total Compensation or the Completion Date. Prior to proceeding in accordance with these instructions, please indicate your acceptance hereof as provided below and return to the County’s Project Manager.

- 1. Purchaser’s supplemental instructions:

- 2. Description of harvest to be changed:

- 3. Description of supplemental instruction requirements:

Approved: _____
County Project Manager

Date: _____

PURCHASER approval: (choose one of the items below):

Approved: _____

Date: _____

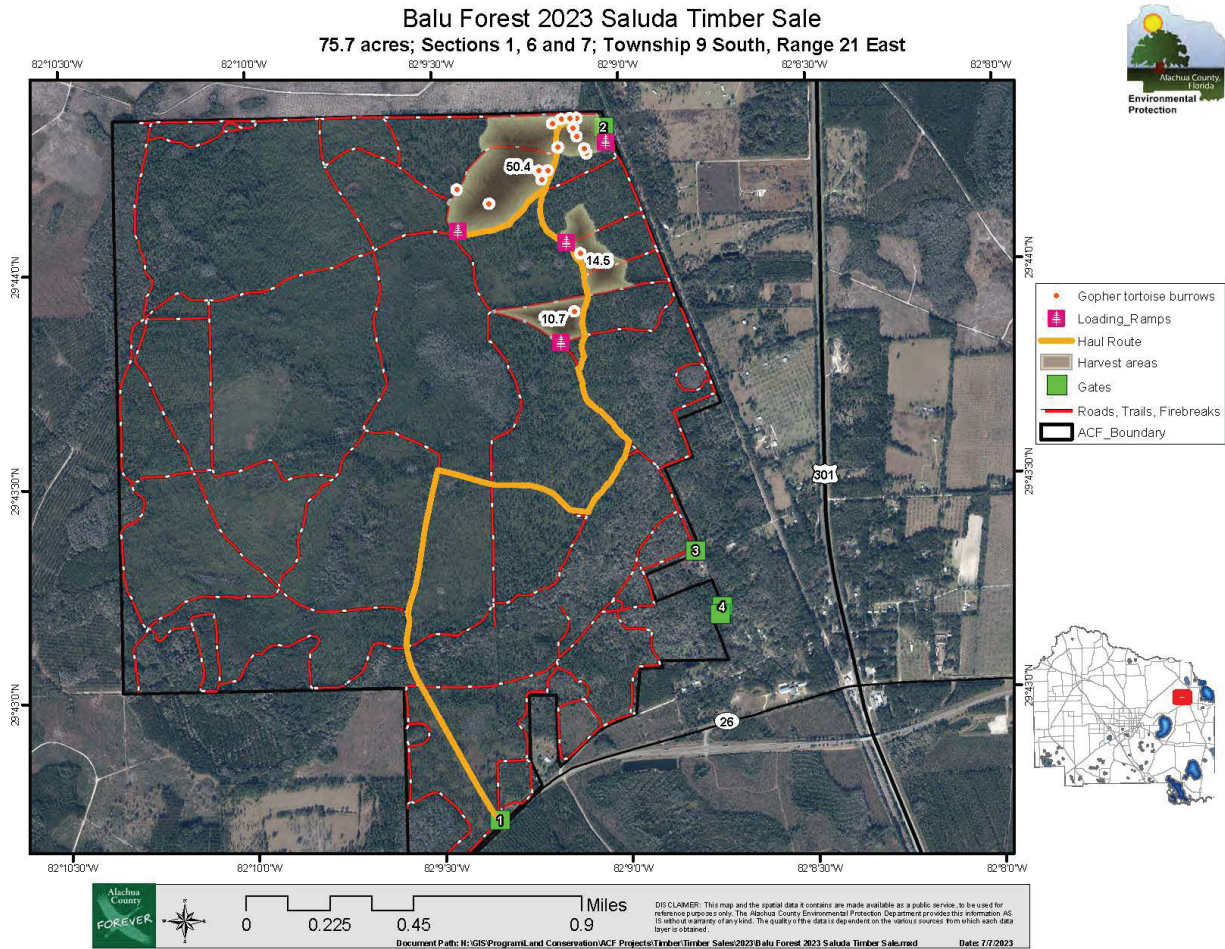
(It is agreed that these instructions shall not result in a change in the Per unit prices or the Completion Date.)

Approved: _____

Date: _____

(Purchaser agrees to implement the Supplemental Instructions as requested, but reserves the right to seek a Change Order in accordance with the requirements of the Agreement.)

Exhibit 3



Balu Forest 2023 Saluda Timber Sale
75.7 acres; Sections 1, 6 and 7; Township 9 South, Range 21 East

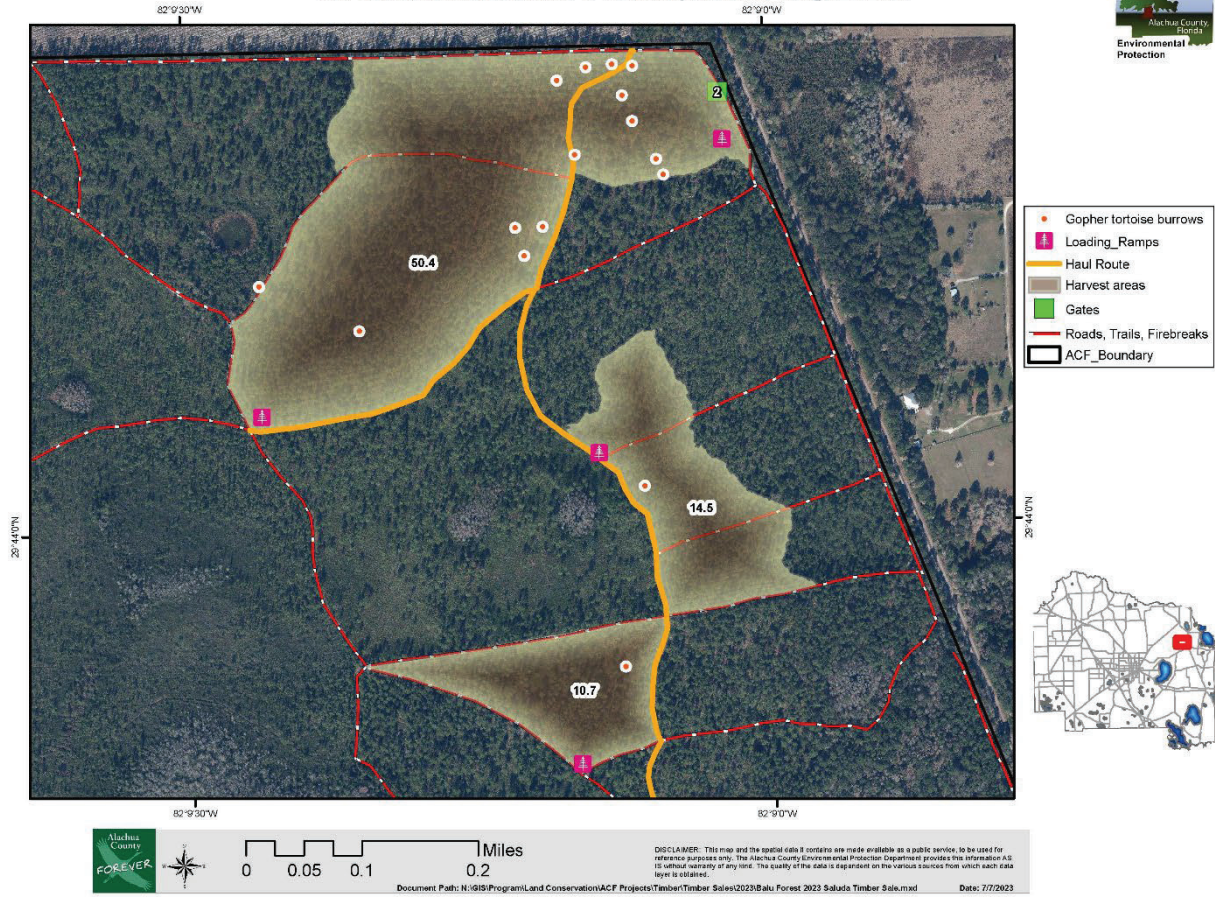


Exhibit 4: INSURANCE REQUIREMENTS

TYPE “G” INSURANCE REQUIREMENTS

Licensee’s Ins.

Licensee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee’s operation and use of the licensed premises. The cost of such insurance shall be borne by the Licensee.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$100,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY (While Operating Vehicles on County Owned Property)

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY (While on County owned Property)

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act. Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

OR:

As an independent contractor outside the construction industry with fewer than four employees choosing not to secure worker’s compensation coverage under the Florida Workers’ Compensation Act, the Licensee may choose to post clear written notice in a conspicuous location accessible to all employees telling employees and others of their lack of entitlement to works’ compensation benefits.

LIQUOR LIABILITY (While on County owned Property)

Coverage must be afforded when a licensee, vendor, concessionaire, independent contractor, or subcontractor is engaged in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages while on County property. Coverage must be afforded for Bodily Injury and Property Damage of not less than \$1,000,000 Combined Single Limit each occurrence.

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

b. The Licensee’s insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Licensee’s insurance and shall be non-contributory.

III All Coverages

The Licensee shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under a claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

SUBCONTRACTORS, VENDORS, CONCESSIONAIRES

Licensee shall include all subcontractors as insureds under its policies. All coverages for subcontractors, vendors, concessionaires and independent contractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # L052034 Chancy Insurance, Inc. POST OFFICE BOX 1439 WOODVILLE, FL 32362 CONTACT NAME: PHONE (850) 421-2437 FAX (850) 421-2647 E-MAIL ADDRESS: info@chancyinsurance.com INSURER(S) AFFORDING COVERAGE INSURER A: BITCO General Ins Co NAIC # 20095

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Excess Liab, Workers Compensation and Employers' Liability, Equipment Floater.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Commercial General Liability Coverages a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Licensee and premises owned, leased or used by the Licensee.

CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE