

SUBMIT OFFERS TO:

**LAND RESOURCES, BUILDING 6
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899
TELEPHONE: (352) 796-7211 Ext. 4534; FAX: (352) 754-3494
Email: Land@watermatters.org
POSTED: July 27, 2018**

**INFORMATION FOR PROSPECTIVE BUYERS
REQUEST FOR OFFER TO PURCHASE RENEWABLE RESOURCE (RFO) 1901
MICALONEY Pine Timber Harvest**

INTRODUCTION

The Southwest Florida Water Management District (District) requests offers for the **MICALONEY** Pine Timber Harvest. Please review the requirements and specifications to **purchase, harvest and remove pine timber from 525 acres of District-owned land**. The District is requesting a composite per ton price for all pine timber extracted. No other combination of pricing will be accepted. The harvesting will be in the **GREEN SWAMP TRACT** in **LAKE**, Florida. The Scope of Work associated with this purchase is outlined in the Agreement attached as Attachment 3.

VOLUNTARY SITE VISIT

**August 2, 2018
Above site visit starts at 10:00 a.m. Eastern time
Lake County Fire Rescue Station #111
8805 Bay Lake Rd.
Groveland, FL 34736
(352) 796-7211 Ext. 4534**

Site visits are considered beneficial to understanding qualification requirements and answering questions, although is not required in order to submit an offer. The site visit will preview the property in RFO 1901. The purpose of a site visit is to allow potential buyers an opportunity to present questions to staff and to view the site. See Attachment 4, Location Map.

1. **INTERNET AVAILABILITY:** Any changes, delays, addenda, and questions and answers are available for review and download at Land@watermatters.org. Persons/firms receiving this RFO from the District's Internet website are responsible to recheck the website for any changes or addenda.
2. **AMERICANS WITH DISABILITIES ACT (ADA):** The District does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs and activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Bureau Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4701 or 1-800-423-1476 (FL only), ext. 4701; TDD (FL only) 1-800-231-6103; or email to ADACoordinator@WaterMatters.org.
3. **CORRESPONDENCE:** Unless otherwise notified in writing, correspondence relating to this RFO will be sent to the District at the address set forth in the heading of this RFO, and to the buyer at the address stated on the Offer Response Form.
4. **QUESTIONS:** All questions should be presented in writing to Land@watermatters.org, the address as referenced in Paragraph 3, Correspondence, or faxed, followed by a written confirmation, to Land Resources at 352-754-3494 for receipt no later than ten (10) working days prior to the offer opening. Inquiries must reference the date of offer opening, and invitation title and number. Buyers are responsible to check the websites listed in Paragraph 1 for the District's responses to the questions presented.
5. **OFFER RESPONSE:** Each offer must be submitted using the Offer Response Form attached as Attachment 1 and Buyer Qualifications and References attached as Attachment 2. Buyer must provide a minimum of three (3) business references that demonstrate buyer's ability to perform the services as required by this RFO and Agreement. All offers to purchase, harvest and remove pine timber from District-owned property are subject to the terms of the Agreement attached as Attachment 3.
6. **DELAYS, CHANGES AND ADDENDA:** The District reserves the right to delay scheduled RFO due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFO issued by the District will be posted to the websites identified in Paragraph 1, Internet Availability.
7. **CANCELLATION/REJECTION OF OFFERS:** The District reserves the right to cancel the RFO prior to offer opening and will give notice of cancellation by posting a notice on the District's website. Additionally, the District reserves the right to reject any and all offers, waive any minor irregularity or technicality in offers received, cancel the RFO, or cancel its intent to enter into a contract with a buyer. Offers that are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFO, may be rejected at the option of the District. Obvious errors in the offer may be grounds for rejection of the offer. Notice of cancellation or rejection will be posted on the District's website and sent to all buyers. No contract shall be formed as a result of this RFO until the District and buyer execute a contract. Buyers are responsible for all costs associated with the preparation of their offers.
8. **OFFER WITHDRAWAL:** Offers may only be withdrawn prior to the date and time set forth in Paragraph 10 below if the District receives a signed written request to withdraw an offer from an authorized representative of the buyer.
9. **OFFER SIGNATURE AND FORM:** An authorized representative of the buyer must manually sign the attached Offer Response Form where indicated. All offers must be typed or printed and signed in non-erasable ink in the spaces provided on the Offer Response Form. All corrections made to the offer by the buyer must be initialed.
10. **OFFER RECEIPT AND OPENING:** Each offer must be placed in a sealed envelope with "RFO **1901 Micaloney** Pine Timber Harvest" on the face of the envelope. If offers are sent via Express Mail, all documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the outer envelope. **One (1) signed original and two (2) copies** of Attachment 1, Offer Response Form must be received by the District's Land Resources Office (BKV-6-LND), Building 6, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **August 9, 2018 at 3:30 p.m.** Offers that are not received in a timely manner by this specific office will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.** Offers will be opened immediately after this date and time.
11. **AWARD:** The District will enter into a contract with the responsible buyer with the highest Unit Price. A responsible buyer is a buyer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In the event of a tie in Unit Price the District will award the contract to the buyer determined to be the most responsible considering reference responses, possession of a Florida Master Logger Certification and any other relevant information as determined by the District in its sole discretion.
12. **ASSIGNMENT OF CONTRACT:** No offer, after acceptance by the District, shall be assigned by the successful buyer, without the prior written consent of the District.
13. **EXECUTION OF CONTRACT:** By submitting an offer, buyer agrees to all the terms and conditions of this RFO and those included in the Agreement attached as Attachment 3. Any changes offered by buyer in an offer will not be considered by the District. The submittal of an offer will constitute acknowledgement of all terms and conditions of this RFO and the District will construe the offer as though no changes were presented. If a buyer desires to propose a change to a term or condition of the RFO or Agreement, buyer must submit its request under the procedure set forth in Section 4, Questions.

ATTACHMENT 1
OFFER RESPONSE FORM
FOR
PROJECT NAME PINE TIMBER HARVEST
RFO 1901

The undersigned buyer has carefully read this REQUEST FOR Offer to Purchase Renewable Resource (RFO) and its provisions, terms and conditions covering the purchase and the Agreement, and fully understands the requirements and conditions. Buyer certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting an offer for the same property (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. Buyer agrees to be bound by all the terms and conditions of this RFO and the Agreement and certifies that the person signing this offer is authorized to bind the buyer.

The undersigned buyer certifies that the Attachment 2, Buyer Qualifications and References, provided is true and correct to the best of his/her knowledge.

The undersigned buyer has also carefully read any Addenda and Questions and Answers issued for this RFO. (Addenda and Questions and Answers are available at Land@watermatters.org. Each buyer is responsible for reviewing these documents and listing their numbers below.)

Addenda Number: ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___ ___

Questions and Answers Set Number: ___ ___ ___ ___ ___ ___ ___ ___ ___ ___

Buyer Name (Company Name as Contained on Corporate Seal)

| | | | |
|-----------------|------|-------|----------|
| Mailing Address | City | State | Zip Code |
|-----------------|------|-------|----------|

| | | | |
|------------------|------|-------|----------|
| Physical Address | City | State | Zip Code |
|------------------|------|-------|----------|

| | | |
|------------------|------------|---------------|
| Telephone Number | Fax Number | Email Address |
|------------------|------------|---------------|

| | | |
|----------------------|------|---------------------------|
| Authorized Signature | Date | Print/Type Name and Title |
|----------------------|------|---------------------------|

NOTE: If you are entering a "No Offer," please state reason below and return this form.

ATTACHMENT 1 Cont.
OFFER RESPONSE FORM
FOR
MICALONEY PINE TIMBER HARVEST
RFO 1901

The undersigned buyer agrees to purchase, harvest and remove pine timber from **525** acres of District-owned pine timber as outlined and in accordance with the terms and conditions of this Request for Offer to Purchase Renewable Resource and the Agreement for the amount of:

| ITEM DESCRIPTION | PER UNIT | UNIT PRICE |
|-----------------------------|-----------------|-------------------|
| Pine Timber | ton (composite) | \$ _____ |

UNIT PRICE IN WORDS (Type or Clearly Print):

ATTACHMENT 2

BUYER QUALIFICATIONS AND REFERENCES

A. REFERENCES FOR BUYER:

Buyer must provide a minimum of three (3) references who can verify Buyer's qualifications and past performance record on projects similar in scope and nature to this Project.

Required format for references is provided in this attachment. References must be individuals that can be readily contacted and have first-hand knowledge of the buyer's performance on the specific project performed by the buyer

B. CERTIFICATION:

If buyer possesses a Florida Master Logger Certification proof is to be provided. Although this certification is not required, per Paragraph 11, Award, in the case of a tie preference may be given to this credential.

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AGREEMENT
BETWEEN THE
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
AND

FOR
MICALONEY PINE TIMBER HARVEST

THIS AGREEMENT is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and -----, a corporation/individual, whose address is -----, hereinafter referred to as the "CONTRACTOR."

WITNESSETH:

WHEREAS, the DISTRICT desires to enter into an agreement with the CONTRACTOR to purchase, harvest and remove pine timber from DISTRICT pine plantations, hereinafter referred to as the "PROJECT"; and

WHEREAS, the CONTRACTOR represents that it possesses the requisite skills, knowledge, expertise and resources and agrees to harvest and remove pine timber as required by this Agreement; and

WHEREAS, the DISTRICT and the CONTRACTOR have agreed on the type of activities to be performed by the CONTRACTOR and the amount and method of compensation to be paid by the CONTRACTOR to the DISTRICT for the pine timber.

NOW, THEREFORE, the DISTRICT and the CONTRACTOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. INDEPENDENT CONTRACTOR. The CONTRACTOR shall perform as an Independent Contractor and not as an employee, representative or agent of the DISTRICT.
2. PROJECT MANAGER AND NOTICES. Each party hereby designates the employee set forth below as its respective Project Manager. Project Managers shall assist with PROJECT coordination and shall be each party's prime contact person. Notices and reports shall be sent to the attention of each party's Project Manager by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth in the introductory paragraph of this Agreement. Notice is effective upon receipt.

Project Manager for the DISTRICT: August Fox
Project Manager for the CONTRACTOR: -----

Any changes to the above representatives or addresses must be provided to the other party in writing.

3. SCOPE OF WORK. The CONTRACTOR, upon written Notice to Proceed from the DISTRICT, agrees to purchase, harvest and remove pine timber at the contracted price in accordance with the Scope of Work attached hereto as Exhibit "A" at the CONTRACTOR'S expense. The CONTRACTOR must furnish all equipment and manpower required and necessary to complete the work. Any changes to the Scope of Work set forth in Exhibit "A" must be mutually agreed to by an amendment to this Agreement prior to being performed by the CONTRACTOR, subject to the provisions of Paragraph 4, Payment.

3.1 The DISTRICT will:

3.1.1 Designate the boundaries of the areas to be harvested and provide the CONTRACTOR access to the subject areas.

3.1.2 Direct the order of the areas to be harvested. The DISTRICT reserves the right to relocate the CONTRACTOR in the event of conflicting land uses.

3.2 The CONTRACTOR must obtain all required permits and approvals prior to commencing work.

4. PAYMENT. The CONTRACTOR shall:

4.1 Pay the DISTRICT ----- dollars and ----- cents (\$-----) for every ton of pine timber extracted. Payment documentation must include load summaries showing the number of loads removed, the number of tons in each load removed, the date of removal, and destination of the load. Payments and payment documentation shall be submitted weekly by the CONTRACTOR to the DISTRICT at the following address:

Cashier/Accounting
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899

4.2 Pay the DISTRICT, not as a penalty but as liquidated damages for any timber not designated by the DISTRICT which is cut, burned, or otherwise injured by the CONTRACTOR. For violation of this provision, the CONTRACTOR shall i) pay the DISTRICT twenty dollars (\$20.00) per tree for pulpwood and chip-n-saw size trees and thirty-five dollars (\$35.00) per tree for saw timber size trees, for each damaged or cut tree as determined by the DISTRICT; ii) indemnify the DISTRICT for all costs and expenses incurred by the DISTRICT in connection with its investigation of the number of trees damaged, restoration work and removal of trees, and replanting, as performed by employees or contractors of the DISTRICT; iii) indemnify the DISTRICT for all costs and expenses incurred by the DISTRICT related to fire suppression and fire damage to other DISTRICT property; and iv) indemnify the DISTRICT for any other damages or costs incurred by the DISTRICT. Any payments due the DISTRICT under this provision shall be made to the DISTRICT within fifteen (15) business days from receipt of the DISTRICT'S request for payment.

5. TERM. This Agreement shall be effective upon execution and shall remain in effect for one (1) year, or upon satisfactory completion of the PROJECT, whichever occurs first, unless amended in writing by the parties or unless terminated, pursuant to Paragraph 10 or 11 below.

6. PROJECT RECORDS AND DOCUMENTS. The CONTRACTOR, upon request, shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. The CONTRACTOR shall pay the DISTRICT any additional payments determined to be owed to the DISTRICT under this Agreement, by an audit, within fifteen (15) business days from receipt of written notice from the DISTRICT. The CONTRACTOR shall maintain all such records and documents for at least three (3) years following the expiration or termination of this Agreement. If an audit is undertaken by the DISTRICT, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. This provision shall survive the termination or expiration of this Agreement.

6.1 Each party shall allow public access to PROJECT documents and materials made or received by either party in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the CONTRACTOR shall (1) keep and maintain public records required by the DISTRICT to perform the service; (2) upon request from the DISTRICT'S custodian of public records, provide the DISTRICT with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law;

(3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the CONTRACTOR does not transfer the records to the DISTRICT; and (4) upon completion of this Agreement, transfer, at no cost to the DISTRICT, all public records in possession of the CONTRACTOR or keep and maintain public records required by the DISTRICT to perform the service. If the CONTRACTOR transfers all public records to the DISTRICT upon completion of this Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the CONTRACTOR keeps and maintains public records upon completion of this Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the DISTRICT, upon request from the DISTRICT'S custodian of public records, in a format that is compatible with the information technology systems of the DISTRICT.

6.2 **If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this Agreement, contact the custodian of public records by telephone at 352-796-7211, extension 4825, by email at peggy.meinhardt@watermatters.org, or at the following mailing address:**

**Peggy Meinhardt, Records Manager
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

Any changes to the above contact information will be provided to the CONTRACTOR in writing.

7. OWNERSHIP. The DISTRICT shall retain ownership to all timber on the property subject to this Agreement until such timber is removed from the property and proper compensation is received. Upon termination or expiration of this Agreement, the DISTRICT shall retain ownership of all timber not removed from DISTRICT property.
8. INDEMNIFICATION. The CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT and all DISTRICT agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorney fees and costs and attorney fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the CONTRACTOR, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during the CONTRACTOR'S performance under this Agreement. This provision shall survive the expiration or termination of this Agreement.
9. INSURANCE REQUIREMENT. The CONTRACTOR must maintain during the entire term of this Agreement, insurance in the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and shall not commence work under this Agreement until the DISTRICT has received an acceptable certificate of insurance showing evidence of such coverage. Certificates of insurance must reference the DISTRICT Agreement Number and Project Manager.
 - 9.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limit and coverage:

Minimum Limits per Occurrence..... \$ 1,000,000

- 9.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

| | |
|---|------------|
| Bodily Injury Liability per Person..... | \$ 100,000 |
| Bodily Injury Liability per Occurrence..... | \$ 300,000 |
| Property Damage Liability..... | \$ 100,000 |

or

| | |
|----------------------------|------------|
| Combined Single Limit..... | \$ 500,000 |
|----------------------------|------------|

If the CONTRACTOR does not carry vehicle liability insurance in the company name, the CONTRACTOR must request an exclusion and provide proof of vehicle liability insurance for any subcontractor performing work on the PROJECT.

- 9.3 The DISTRICT and its employees, agents, and officers must be named as additional insureds on the general liability policy to the extent of the DISTRICT'S interests arising from this Agreement.
 - 9.4 The CONTRACTOR must carry workers' compensation insurance in accordance with Chapter 440, F.S. If the CONTRACTOR does not carry workers' compensation coverage, the CONTRACTOR must submit to the DISTRICT both an affidavit stating that the CONTRACTOR meets the requirements of an independent contractor as stated in Chapter 440, F.S. and a certificate of exemption from workers' compensation coverage.
 - 9.5 The CONTRACTOR must notify the DISTRICT in writing of the cancellation or material change to any insurance coverage required by this Agreement. Such notification must be provided to the DISTRICT within five (5) business days of the CONTRACTOR'S notice of such cancellation or change from its insurance carrier.
 - 9.6 The CONTRACTOR must obtain certificates of insurance from any subcontractor otherwise the CONTRACTOR must provide evidence satisfactory to the DISTRICT that coverage is afforded to the subcontractor by the CONTRACTOR'S insurance policies.
10. TERMINATION WITHOUT CAUSE. This Agreement may be terminated by the DISTRICT without cause upon ten (10) days written notice to the CONTRACTOR. Termination is effective upon the tenth (10th) day as counted from the date of the written notice. In the event of termination under this paragraph, the CONTRACTOR shall be liable for any funds due to the DISTRICT up to the date of termination. In the case the Agreement is terminated under this paragraph or Paragraph 11, Default, the CONTRACTOR shall promptly remove any part or all of its equipment and supplies from the project site within two (2) business days. If the CONTRACTOR fails to do so, the DISTRICT shall have the right to remove such equipment and supplies and the CONTRACTOR shall indemnify the DISTRICT for such costs. This provision shall survive the expiration or termination of this Agreement.
11. DEFAULT. Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. In addition, the initiation, either by the CONTRACTOR or against the CONTRACTOR, of proceedings in bankruptcy, or other proceedings for relief under any law for the relief of debtors, or the CONTRACTOR becoming insolvent, admitting in writing its inability to pay its debts as they mature or making an assignment for the benefit of creditors shall constitute a default by the CONTRACTOR entitling the DISTRICT to terminate this Agreement as set forth above. The parties agree that this Agreement is an executory contract. If, after termination by the DISTRICT, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the DISTRICT.

- 11.1 In the event this Agreement is terminated by the DISTRICT due to the CONTRACTOR'S default as set forth above, the CONTRACTOR shall be responsible to pay for the DISTRICT'S costs in finding a new contractor, and the difference between the CONTRACTOR'S unit price and the price of the DISTRICT'S new contractor, through the original one (1) year term of this Agreement. The CONTRACTOR shall make the above-referenced payments to the DISTRICT within fifteen (15) business days from receipt of written notice by the DISTRICT requesting such payment.
- 11.2 In addition to any other remedies set forth above, the DISTRICT may avail itself of any and all remedies available under Florida law due to CONTRACTOR'S failure to comply with any term or condition of this Agreement. The DISTRICT'S waiver of any of the CONTRACTOR'S obligations shall not be construed as the DISTRICT'S waiver of any other obligations of the CONTRACTOR.
- 11.3 The rights and remedies set forth in this Paragraph 11, shall survive the expiration or termination of this Agreement.
12. RELEASE OF INFORMATION. The CONTRACTOR agrees not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing advance notice or copies to the DISTRICT'S Project Manager and Public Affairs Bureau Chief no later than three (3) business days prior to the interview or press release.
13. ASSIGNMENT. The CONTRACTOR may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the DISTRICT. If the CONTRACTOR assigns its rights or delegates its obligations under this Agreement without the DISTRICT'S prior written consent, the DISTRICT is entitled to terminate this Agreement. If the DISTRICT terminates this Agreement, the termination is effective as of the date of the assignment or delegation. Any termination is without prejudice to the DISTRICT'S claim for damages.
14. LAW COMPLIANCE. The CONTRACTOR shall abide by and assist the DISTRICT in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin. CONTRACTOR shall also comply with all Occupational Safety and Health Administration (OSHA) and Department of Transportation (DOT) safety rules pertaining to timber harvesting and transportation.
15. VENUE AND APPLICABLE LAW. All aspects of this Agreement are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S. and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. Any dispute arising from or related to this Agreement will be resolved in a court of competent jurisdiction in the state of Florida and venue for such proceedings, if in state court, shall be exclusively in Hillsborough County, Florida, and if in federal court, shall be exclusively in the Middle District of Florida, Tampa Division. This paragraph shall survive the expiration or termination of this Agreement.
16. ATTORNEY FEES. Should either party employ an attorney or attorneys to enforce any of the provisions of this Agreement, or to protect its interest in any matter arising under this Agreement, or to recover damages for the breach of this Agreement, the party prevailing is entitled to receive from the other party all reasonable costs, charges and expenses, including attorneys' fees, expert witness fees, fees and costs on appeal, and the cost of paraprofessionals working under the supervision of an attorney, expended or incurred in connection therewith, whether resolved by out-of-court settlement, arbitration, pre-trial settlement, trial or appellate proceedings, to the extent permitted under Section 768.28, F.S. This provision does not constitute a waiver of the DISTRICT'S sovereign immunity or extend the DISTRICT'S liability beyond the limits established in Section 768.28, F.S. This provision shall survive the termination or expiration of this Agreement.
17. SUBCONTRACTORS. Nothing in this Agreement will be construed to create, or be implied to create, any relationship between the DISTRICT and any subcontractor of the CONTRACTOR. The CONTRACTOR shall be solely liable for all payments due to its subcontractors. The CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, and all DISTRICT agents, employees and officers from and

against all liabilities, claims, damages, expenses or actions, either at law or in equity, arising from a claim against the DISTRICT by a subcontractor of the CONTRACTOR. This provision shall survive the termination or expiration of this Agreement.

18. DISADVANTAGED BUSINESS ENTERPRISES. The DISTRICT expects the CONTRACTOR to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Agreement.
19. THIRD PARTY BENEFICIARIES. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
20. PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., 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 Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By signing this Agreement, the CONTRACTOR warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The CONTRACTOR further agrees to notify the DISTRICT if placement on either of these lists occurs.
21. STOP WORK ORDER. The DISTRICT reserves the right to issue a Stop Work Order to the CONTRACTOR with instructions that all performance under this Agreement shall immediately cease and desist. Such Stop Work Order shall continue in full force and effect until rescinded in writing by the DISTRICT.
22. ENTIRE AGREEMENT. This Agreement and the attached exhibit listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.
23. DOCUMENTS. The following document is attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, and then to Exhibit "A".

Exhibit "A" - Scope of Work

Exhibit "A"
Scope of Work

PROJECT DESCRIPTION

The CONTRACTOR shall purchase, clear-cut and remove planted pine timber from within the defined project boundary. The plantation is 525 acres of 17-year-old planted slash pine previously thinned located on the Green Swamp East tract in Lake County, Florida.

SCOPE OF WORK

The CONTRACTOR agrees to comply with the following requirements:

1. Coordinate starting dates and locations to accommodate other land uses as directed by the DISTRICT.
2. Use only main roads for access and keep all equipment and personnel within PROJECT boundaries.
3. Leave the stumps of trees cut no higher than six (6) inches above the ground except as otherwise authorized by the DISTRICT.
4. Do not leave any residual slash within two (2) feet of living trees. Keep all tops and debris inside the cutting unit boundaries. All trees cut which become lodged in other trees will be freed and removed the same day such lodging occurs.
5. Do not cut or otherwise injure any tree not designated by the DISTRICT. The CONTRACTOR shall be responsible for any violation of this provision as provided in Paragraph 4.2 of the Agreement.
6. Exercise due care and comply with industry standards against starting and spreading fires while performing work under this Agreement. The CONTRACTOR shall be responsible for any violation of this provision as provided in Paragraph 4.2 of the Agreement.
7. Protect from damage all gates, culverts, fences, and ditches on or adjacent to the land. Any property damage caused by the CONTRACTOR or its agents shall be repaired by the CONTRACTOR at its expense. Determination of necessary repairs to be completed shall be at the DISTRICT'S sole discretion.
8. At all times keep firebreaks, roads, and trails free of brush, debris, and equipment. The CONTRACTOR shall be responsible for keeping roads traversable at all times. Repair and restore promptly to its original condition, at the CONTRACTOR'S expense, any firebreaks, roads or trails used by the CONTRACTOR in connection with this Agreement that are damaged beyond ordinary wear and tear by the CONTRACTOR or its agents which shall be determined by the DISTRICT in its sole discretion. The CONTRACTOR must exercise safe practices at all times for the protection of all persons and property.
9. Weigh all timber at mill or yard and be responsible for the DISTRICT'S load ticket system for all loads removed. Track the weight of pine timber harvested and removed, and provide a written account with the weekly settlement payments in accordance with Paragraph 4 of this Agreement. The DISTRICT may install photo, video or other recording devices at or near the PROJECT site.
10. In compliance with Florida's Silvicultural Best Management Practices for timber harvesting, take extra care and precautions in avoiding all wetlands and under no circumstances violate wetland areas with equipment.
11. To prevent the spread of invasive exotic weeds, clean all equipment prior to entering District property and again upon completion of the PROJECT at a site approved by the DISTRICT.

PERFORMANCE SCHEDULE

525 acres clear-cut and removed within twelve (12) months beginning the effective date of Agreement.

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ATTACHMENT 4

LOCATION MAP

