

MEMORANDUM

To: Timber Sale

From: Jeff Massey, County Administrator

Date: February 7, 2020

RE: Request for Sealed Bid for the Sale of Surplus Timber.

Washington County Board of County Commissioners is requesting bids for the purchase of surplus timber in Washington County.

All firms are asked to submit one (1) original and six (6) copies of their bid titled **“Timber Sale/Purchase for Washington County Board of County Commissioners.** This package shall be received at the County Administration office located at 1331 South Boulevard, Chipley, FL 32428 no later than **3:00 p.m. Central Time on Tuesday, February 25, 2020.** The successful bidder shall enter the contract attached hereto as exhibit “A”.

Thank you for your interest in providing your bids to our County. If you have any questions or need additional information, please contact me at 850-638-6200.

Attachments: Contract

TIMBER SALE AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 2020, between, the Washington County Board of County Commissioners, hereafter referred to as the "Seller" and _____, hereinafter referred to as the "Buyer".

For and in consideration of the mutual covenants of the parties hereto the Seller agrees to sell and the Buyer agrees to buy timber located on the property described in Exhibit 1 attached hereto and made apart hereof. Buyer shall cut and remove the following described timber and pay for it as it is cut at the following price: _____ payable within 15 days from the execution of this contract.

Payment to be made to:
Washington County Board of County Commissioners
1331 South Boulevard
Chipley, FL 32428

Neither the Seller nor its agent shall make any guarantee as to the quality or quantity of the timber conveyed.

All timber conveyed shall be cut and removed from the sale area prior to May 1, 2020 at which time title to any remaining timber shall revert to the Seller. Should Buyer not complete the harvest pursuant to the terms of this contract by May 1, 2020, Seller reserves its right to bring a cause of action for damages.

Seller guarantees title to the timber conveyed herein and agrees to defend said title, and Buyer's right to cut and remove it, against any and all claims of ownership, for taxes, mortgages, or other encumbrances of all persons whether lawful or unlawful.

Seller grants to the Buyer right of ingress and egress across and upon the sale area and other lands of Seller adjoined to the sale area as may be necessary for the purpose of harvesting and removing the timber.

The Buyer further agrees as follows:

1. To hold Seller harmless for any and all damages to the Buyer's equipment, or injuries to the Buyer, its agents or workmen, or claims of third parties resulting from the Buyer's negligent acts while operating hereunder.
2. To protect Seller's fences, gates, roads, survey corners and any other improvements from damages by the Buyer's operations hereunder.
3. To cut trees as low as possible in order to leave the lowest possible stump.
4. Dumping spent motor oil or other petroleum products is prohibited.
5. Trash generated during logging such as oil cans, broken cable, old tires, lunch wrappers, etc. will be removed from the tract as it is generated.

6. The harvesting shall employ Florida's Best Management Practices rules and regulations.
7. The Buyer shall chip and remove all tops and limbs and leave the property clear other than stumps.

Special Provisions: n/a

1. **The Buyer has provided a \$5,000.00 performance bond. Should the Buyer fail to perform as set forth above, the Seller may execute on the performance bond.**

This agreement is binding on the parties hereto their heirs and assigns.

This agreement shall be interpreted according to the laws of the State of Florida and should either party be required to obtain the services of an attorney to enforce its right hereunder it may be entitled to recover a reasonable attorney's fee in addition to the other relief obtained. Any dispute between the parties shall be resolved by a non-jury trial in Washington County, Florida.

WITNESSES

SELLER

WITNESSES

BUYER
