

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

**INVITATION FOR BIDS # 38723
TIMBER SALE
HEART ISLAND CONSERVATION AREA, VOLUSIA COUNTY**

**BIDS ARE DUE BY:
2:00 PM, TUESDAY, MAY 9, 2023**

This is a per ton timber sale comprised of approximately 116.3 acres (“Sale Area”) within the Heart Island Conservation Area, located in Volusia County, Florida. The Sale Area is in Section 28; Township 14 South; Range 29 East (Maps are included in the attached agreement).

This timber sale is a combination of clearcut and marked thinning. The clearcut is 11.5 acres of mature slash pine. The marked thinning is 104.8 acres of slash pine established in 1990, and previously thinned in 2006. Trees for harvest in the thinning area are marked with blue paint at eye level, and all merchantable trees shall be harvested from the clearcut area. The District estimates the volume of timber conveyed in this Agreement to be 1,716 tons of pulpwood and 245 tons of Chip-n-saw, and undetermined volume of hardwood, but there is no guarantee that the volume is present.

PLEASE NOTE:

- Advance Payment 20% required (section 6)
- Security Deposit requirement \$5000 (section 7)

BID OPENING:

2:00 P.M., TUESDAY, MAY 9, 2023
St. Johns River Water Management District Headquarters
4049 Reid Street, Palatka, Florida 32177

1. **CONTRACT ADMINISTRATION:** All inquiries related to this solicitation should be directed to the procurement specialist named below:

LaDonna Johnson, Associate Procurement Specialist 4049 Reid St., Palatka, Florida 32177 Phone: 386-329-4592 E-mail: ljohnson@sjrwmd.com Bid Number: 38723 St. Johns River Water Management District
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2. **WHERE/HOW TO DELIVER BID:** All Bids must be submitted in sealed envelopes with the bid number and bid opening time and date (as advertised) clearly marked in large, bold, and/or colored lettering to the address above.

3. **BID SUBMITTAL AND PREPARATION:** Respondents shall submit the following forms with the bid:

- (a) Form 1: Bid Schedule
- (b) Form 2: Respondent Qualification Form
- (c) Form 3: Certificate as to Corporation
- (d) Form 4: Affidavit as to Non-Collusion

4. **SALE AREA ACCESS AND EXAMINATION:** Respondent shall be responsible for carefully examining the general area of the harvest, the attached maps and other contract documents related to the timber purchase and harvest, and any other details of the proposed sale. Respondents are recommended

to visit the site using the vehicular access letter (Attachment A). Unauthorized vehicular traffic is not permitted on District properties; therefore, Respondents shall present the vehicular access letter to any law enforcement officer or District staff upon request.

Respondent shall satisfy itself from its own personal knowledge and experience or professional advice as to the character of the harvest, the conditions to be encountered, the character, quality, and quantities of the harvest, and any other conditions of surrounding land affecting the harvest. Respondent is solely responsible for being fully informed of the conditions under which the harvest is to be performed in relation to existing conditions.

5. LOGGING CREW MINIMUM QUALIFICATIONS:

The Logging Crew Supervisor must possess a current certification from a logger-training program approved by a Sustainable Forestry Initiative (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" (refer to 4.10 of the Agreement).

Irrespective of the minimum qualifications stated above, the District may make such investigations as it deems necessary to determine the ability of the Purchaser's logging crew to perform the harvest.

The District reserves the right to reject any bid if the (1) Respondent has failed to comply with the harvest specifications of a prior District timber sale and harvest or any other material obligation of the agreement, or (2) the District's independent investigation of such Respondent fails to satisfy the District that such Respondent is properly qualified to carry out the obligations of the Agreement in a manner acceptable to the District within the time period specified.

6. ADVANCE PAYMENT. An advance payment in the amount of **twenty percent (20%)** of the estimated timber sale value is required from the successful Respondent before execution of the Agreement. The advance payment must be in the form of a company check, certified check, or bank check. The advance payment is non-refundable, but will be credited, without interest, as set out in the agreement document. The advance payment shall be credited to the initial weekly payments once harvesting commences. Once the entire advance payment has been credited the Purchaser shall resume with weekly payments for the remaining timber harvested.

7. SECURITY DEPOSIT OF \$5,000: A Deposit is required from the successful Respondent before execution of an Agreement. The Security Deposit must be in the form of a company check, certified check, or bank check.

8. REJECTION OF BIDS: Bids must be delivered to the specified location and received before the Bid opening in order to be considered. Untimely Bids will be returned to the Respondent unopened. Bids will be considered irregular and may be rejected if they show material omissions, alterations of form, additions not called for, conditions, limitations, unauthorized alternate Bids, or other material irregularities. The District may consider incomplete any Bid not prepared and submitted in accordance with the provisions specified herein, and reserves the right to waive any minor deviations or irregularities in an otherwise valid bid.

The District Reserves the right to reject any and all bids when it determines, in its sole judgement and discretion that it is not in its best interest to award the Agreement.

9. AWARDING THE CONTRACT: Award shall be made to the Respondent with the highest responsive and responsible Bid for the Total Amount of the timber sale. Commencement of the harvest shall not begin until the District has approved all of the qualifications. The District reserves the right to cancel the Agreement should Purchaser fail to timely provide qualifications documentation that meets the minimum qualifications.

10. EXECUTION OF AGREEMENT: Upon satisfactorily determining the successful Respondent, a contract substantially in the form of that attached will be provided to the successful Respondent. Within ten days of the date of receipt, Respondent shall execute and return the contract to the District, along with the following:

- (a) The Security Deposit in the amount of \$5,000;
- (b) A completed Internal Revenue Service Form W-9;
- (c) Satisfactory evidence of all required insurance coverage; proof satisfactory to the District of the authority of the person or persons executing the Agreement on behalf of Respondent; and
- (d) All other information and documentation required by the contract documents;
- (e) Advance payment, as described in paragraph 6.

The District will not execute the Agreement until the above documents have been executed and delivered to the District. The Agreement shall not be binding until executed by the District. If the successful Respondent desires a duplicate original, it shall provide the District with two signed original signature pages. Otherwise, the District will return a copy of the fully executed Agreement. The District reserves the right to cancel the award thereof without liability at any time before the Agreement has been fully executed by all parties and delivered to the successful Respondent.

Attachments:

Form 1: Bid Schedule
Form 2: Respondent Qualification Form
Form 3: Certificate as to Corporation
Form 4: Affidavit as to Non-Collusion
Attachment A: Access Letter
Draft Agreement – Heart Island Conservation Area

Respondent's Name: _____
Bid Schedule page 1 of 2

FORM 1: BID SCHEDULE
Due no later than 2:00 PM, TUESDAY, MAY 9, 2023

Bids shall be submitted to the attention of **LADONNA JOHNSON** at the following address: St Johns River Water Management District, 4049 Reid Street, Palatka, Florida 32177.

Although the method of award shall be based on the highest total Bid amount for the Sale Area, actual payment to the District shall be for each product's volume harvested at the price per ton bid. There is no estimated volume of hardwood, and the hardwood Bid is not considered for awarding the sale.

Products listed below are defined as follows:

Pine Pulpwood: Min. DBH 4.5 inches, Top Dia. 3 inches, Min. length 16 feet

Chip-n-saw: Min. DBH 8.0 inches, Top Dia. 5 inches, Min. length 29 feet

Hardwood: Minimum DBH 5.6 inches, Top Diameter 4 inches, Minimum length 16 feet

The District has estimated the number of tons available for the harvest. The District makes no guarantee as to the actual amount of product (plus or minus) that will be harvested.

Product	Estimated Tons	Price Per Ton	Total (Tons X Price)
Pine pulpwood	1,716	\$	\$
Chip-n-saw	245	\$	\$
TOTAL BID AMOUNT			\$
Total Bid Amount in Words:			
Hardwood*	N/A	\$	N/A
* Respondent may submit a bid for hardwood at Respondent's election. A bid for hardwood will not be considered in awarding the sale.			

Bid Schedule page 2 of 2

RESPONDENT:

By signing below, Respondent certifies that this bid is made without connection with any other person, company, or parties making a bid; and that this bid is in all respects fair and in good faith without collusion or fraud.

Respondent also certifies that no officer, employee, or agent of the District has any interest, either directly or indirectly, in the business of Respondent to be conducted under the Agreement, and that no such person shall have any such interest at any time during the term of the Agreement, should it be awarded to Respondent.

Respondent further certifies that it has examined the Agreement, the specifications for the timber sale and harvest, and any other relevant Agreement document, including all of the addenda furnished prior to the bid opening, as listed and initialed below.

Respondent agrees that if its bid is accepted, Respondent shall contract with the District in the form of the attached Agreement, and shall furnish everything necessary to complete the timber sale and harvest in accordance with the time for completion specified in the Agreement, and shall furnish the required evidence of the specified insurance.

Acknowledgment is hereby made of the following addenda (identified by number) received:

Addendum Number	Date
_____	_____
_____	_____
_____	_____
_____	_____

Respondent (firm name)

Address

E-mail address

Signature

Telephone number

Typed or printed name and title

Fax number

FORM 2: RESPONDENT QUALIFICATION FORM
Submitted with Bid.

Invitation for Bids Number 38723

Respondent shall complete the following so the District can determine the Respondent's ability, experience, and facilities for performing the proposed timber sale and harvest.

Name of Respondent: _____

Year company was organized/formed: _____

Number of years Respondent has been engaged in business under the present firm or trade name: _____

If the answer to the previous question is less than three years, please list any other firm or trade name Respondent has done business with for the past three years.

Total number of years Respondent has experience in similar work: _____

FORM 3: CERTIFICATE AS TO CORPORATION
Submit with Bid.

The below Corporation is organized under the laws of the State of _____; is authorized by law to respond to this bid and perform all work and furnish materials and equipment required under the Agreement, and is authorized to do business in the state of Florida.

Corporation name: _____
Federal Employer Identification Number: _____
Address: _____
Registration No.: _____
Registered Agent: _____

By: _____

(Official title)

(Affix corporate seal if adopted)

Attest: _____
(Secretary)

The full names and business or residence addresses of persons or firms interested in the foregoing bid as principals or officers of Respondent are as follows (specifically include the President, Secretary, and Treasurer and state the corporate office held of all other individuals listed):

Identify any parent, subsidiary, or sister corporations involving the same or substantially the same officers and directors that will or may be involved in performance of the timber sale and harvest, and provide the same information requested above on a photocopy of this form.

If applicable, attach a copy of a certificate to do business in the State of Florida, or a copy of the application that has been accepted by the state of Florida to do business in the state of Florida, for the Respondent and/or all out-of-state corporations that are listed pursuant to this form.

FORM 4: AFFIDAVIT AS TO NON-COLLUSION
Submit with Bid.

STATE OF _____

COUNTY OF _____

I, the undersigned, _____, being first duly sworn, depose and say that:

1. I am the owner or duly authorized officer, representative, or agent of:

(print name of Respondent and address)
the Respondent that has submitted the attached bid or proposal.

2. The attached bid or proposal is genuine. It is not a collusive or sham bid or proposal.

3. I am fully informed respecting the preparation and contents of, and knowledgeable of all pertinent circumstances respecting the attached bid or proposal.

4. Neither Respondent nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham bid or proposal in connection with the Agreement for which the attached bid or proposal has been submitted, or to refrain from quoting in connection with such Agreement, or has in any manner, directly or indirectly, sought by agreement, collusion, communication, or conference with any other Respondent, firm, or person to fix the price or prices in the attached bid or proposal of any other Respondent or proposer, or to fix any overhead, profit, or cost element of the bid prices or the bid price of any other Respondent or proposer, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the District or any other person interested in the proposed Agreement.

5. The price(s) bid in the attached bid or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

6. No official or other officer or employee of the District, whose salary or compensation is payable in whole or in part by the District, is directly or indirectly interested in this bid or proposal, or in the supplies, materials, equipment, work, or labor to which it relates, or in any of the profits therefrom.

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public, State of _____ at Large

My commission expires:

(SEAL)



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

April 25, 2023

Timber Sale Respondents

This letter will serve as your authorization for vehicular access to visit the Truck Trail 12 Timber Sale at Heart Island Conservation Area.

This letter shall remain in effect until May 9, 2023. Your activities shall be limited to the sale area identified on the attached map. You shall carry a copy of this letter and map anytime you are on Heart Island Conservation Area and shall make it available to any law enforcement officer or District staff upon request. The gates are always open so a lock combination is not required.

By receiving this letter, you acknowledge and agree to the terms as outlined above.

Sincerely,

A handwritten signature in black ink that reads "Paul Hudson".

Paul Hudson,
Forester
Bureau of Land Management
(386) 937-0491 Cell
phudson@sjrwmd.com

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bourmique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST. AUGUSTINE

Ron Howse, TREASURER
COCOA

Cole Oliver
MERRITT ISLAND

Janet Price
FERNANDINA BEACH

TIMBER SALE AGREEMENT
HEART ISLAND CONSERVATION AREA, VOLUSIA COUNTY
TRUCK TRAIL 12 TIMBER SALE

THIS AGREEMENT is entered into between the GOVERNING BOARD of the ST. JOHNS RIVER WATER MANAGEMENT DISTRICT, whose address is 4049 Reid Street, Palatka, FL 32177 (the "District") and _____, whose address is _____ ("Purchaser") for the sale of timber on District property and is effective as of the date the last party hereto has signed and dated same ("Effective Date").

The Legislature has declared that the waters of the State of Florida are among its basic resources and that the District is empowered and authorized to acquire and manage property to conserve and protect water and water related resources.

Pursuant to section 373.1391, Florida Statutes, lands owned or managed by the District may be used for silviculture. Harvesting timber resources is an important means of improving natural community health and reducing potentially hazardous fuel loads. The Governing Board of the District has approved timber sales on District-owned and managed properties as a sustainable, efficient, and appropriate means of conservation and protection of natural ecosystems and water related resources.

The District owns or has the right to sell timber in the Heart Island Conservation Area as identified in paragraph 2.2 ("Sale Area"). Purchaser has inspected and desires to purchase and harvest the timber.

In consideration of the premises above, and the terms and conditions below, the parties agree as follows:

1. TERM, SCHEDULE

- 1.1. Term.** The term of this Agreement is from the date upon which the last party has dated and executed the same (Effective Date) for a period of 12 months (the "Completion Date"). Commencement of the harvest is contingent upon Purchaser providing and the District approving all minimum qualification documentation as required in Invitation for Bids #38723. The District grants Purchaser the exclusive right to harvest and purchase the timber through the Completion Date. Time is of the essence for every aspect of this Agreement. Where the District allows additional time for the performance of any action, the new time limit shall also be of the essence.
- 1.2. Extension of Term.** Conditions that may warrant an extension include unforeseeable, poor timber market conditions, tropical storms, hurricanes, or wildfires.
- 1.3. Pre-Harvest Meeting.** Purchaser and the District's Sale Manager shall meet at least three (3) business days prior to start of work. This meeting shall be scheduled at least two (2) business days in advance and provide each party the opportunity to discuss details of the Agreement.
- 1.4 Harvest Schedule.** No work shall begin until the District's Sale Manager has reviewed and approved of the qualifications documentation. The District shall select the area to begin harvesting and determine the sequence in which the timber shall be harvested. **Fifty percent of the acres in the Sale Area (as defined below) must be harvested within nine months of the Effective Date if adequate harvesting conditions are available, as determined by the District in its sole discretion. The District reserves the right to terminate this Agreement if thirty-five days of suitable harvest conditions occur within eight months of the Effective Date and the Purchaser has not mobilized a crew.** The District may

suspend logging operations temporarily if the District’s Sale Manager determines damage to the site or a road is too severe.

2. SALE, LOCATION, TIMBER INCLUDED

- 2.1. Sale and Title.** The District agrees to sell and permit Purchaser to cut, and Purchaser agrees to purchase, cut, and remove all such cut timber within the Sale Area under the terms of this Agreement. All rights, title, and interest in the timber conveyed by this Agreement shall remain in the District until severance from the stump. Upon expiration or termination, all rights, title, and interest in non-severed timber on District property remains in the District; all rights, title, and interest in severed timber left on District property reverts to the District and Purchaser retains no rights, title, or interest.
- 2.2. Sale Area.** The Sale Area is comprised of approximately 116.3 acres within the Heart Island Conservation Area, located east of Barberville and north of SR 40. The Sale Area is in Section 28; Township 14 South; Range 29 East. Sale boundaries include Truck Trail 12 and harrowed firebreaks (See Attachments B and C for Sale Area map).
- 2.3. Timber Included.** This timber sale is a combination of clearcut and marked thinning. The clearcut is 11.5 acres of mature slash pine. The marked thinning is 104.8 acres of slash pine established in 1990, and previously thinned in 2006. Trees for harvest in the thinning area are marked with blue paint at eye level, and all merchantable trees shall be harvested from the clearcut area. The District estimates the volume of timber conveyed in this Agreement to be 1,716 tons of pulpwood and 245 tons of Chip-n-saw, but there is no guarantee that the volume is present.

Estimated Volumes

Stand	Acres	Total Tons		
		Pulp	Chip-n-saw	Total
1610005	104.3	1,362.0	177.1	1,539.1
1610007	11.5	354.2	67.9	422.1
Totals		1,716	245	1,961

2.4. Timber Specifications.

Pine Pulpwood: Min. DBH 4.5 inches, Top Dia. 3 inches, Min. length 16 feet

Chip-n-saw: Min. DBH 8.0 inches, Top Dia. 5 inches, Min. length 29 feet

- 2.5. Eagles’ Nests.** Past surveillance has not detected any eagle nests within the harvest area. Should any nest(s) be located, harvesting of impacted areas could possibly be terminated.
- 2.6. Duty to Inspect.** Purchaser is under a duty to inspect and satisfy itself concerning the nature and the location of the harvest and 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 District makes no representation or warranty to Purchaser with respect to logging conditions or the quality, quantity, or value of any timber. Except as specifically set forth in this Agreement, The District makes no other warranty, express or implied, including, but not limited to, merchantability or fitness for a specific or particular purpose.

3. PAYMENT

- 3.1. Reporting of Timber Harvesting.** The District shall furnish the Purchaser with Timber Load Tickets and Timber Sale Accountability Forms for tracking harvested timber.
- 3.1.1. Timber Load Tickets.** Timber load tickets are sequentially numbered, three-part tickets for tracking trailer loads of harvested timber. Purchaser shall sign for each allotment of load tickets and shall complete the three-part ticket for each load of timber harvested. Timber Load Tickets shall be completed according to the following instructions:
- 3.1.1.1. District's Copy.** The District shall provide a lock box on site for deposit of the District's copy of the load tickets. Purchaser shall complete the requested information on the District's copy and deposit it in the lock box.
- 3.1.1.2. Scale Ticket Copy.** Purchaser shall attach the scale ticket copy to the scale ticket at the mill when the timber is weighed. Purchaser shall submit this copy to the District's Sale Manager, attached to the mill scale ticket, along with the weekly summary sheet of all loads and payment for timber.
- 3.1.1.3. Load Copy.** Purchaser shall attach the load copy to the loaded timber before timber is removed from the loading area. The load copy shall be attached to the stump 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 location where it was loaded. 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 deposited in the lock box, Purchaser shall pay to the District the sum of \$1,000 or the estimated value of the load, whichever is greater. The District's Sale Manager determines estimated load values. Purchaser has ten working days from notification of such discrepancy to provide a remedy. The remedy must be to the satisfaction of the District's Sale Manager. Purchaser shall return to the District's Sale Manager all unused load tickets at the completion of the sale.
- 3.1.2. Timber Sale Accountability Log Form.** This is a District document that is required to be onsite during the harvest. It is a tabulated form that must be filled out for each load before the load leaves the loading ramp. Each form will show all loads for a specific week and each week a new form must be used. The Timber Sale Accountability Form for each week will accompany the weekly payment and settlement summary.
- 3.2. Settlement Summary Sheets.** Purchaser shall send to the District's Sale Manager a settlement summary sheet once a week, along with payment. The summary sheet shall detail all loads removed. The District load ticket number, date the load was hauled, purchasing mill destination, and net load weight (before dockage or cull deductions) shall be listed on the summary 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 3.1.1.2 above.
- 3.3. Compensation to the District.** Purchaser shall compensate the District for the timber cut and removed, based on net load weight before dockage or cull deductions, as follows:
- \$ _____ per ton for pulpwood
- \$ _____ per ton for chip-n-saw

3.4. Advance Payment. Purchaser shall submit an advance payment to the District in the amount of \$ 20%. The advance payment is non-refundable, but will be credited, without interest, to the Purchaser as set out herein. It shall be credited to the initial weekly payments once harvesting commences. Once the entire advance payment has been credited, the Purchaser shall resume weekly payments for the remaining timber harvested. If any portion of the advance payment remains uncredited at the time this Agreement is terminated, such amounts will be retained by the District.

3.5. Weekly Payments. Purchaser shall make weekly payments to the District for timber harvested in conjunction with the weekly settlement summaries and load tickets. Payments shall be accompanied by a weekly settlement summary sheet, which includes individual load tickets identifying the number of tons and type of timber harvested per week. Payment shall be based on net load weight before dockage or cull deductions. The “adjusted net weight” (after dockage or cull deductions) shall NOT be the basis for payment calculations. Stumpage is based on the gross weight cut and removed. Therefore, Purchaser shall pay the District for all cull stumpage.

3.5.1. Purchaser shall reference the contract number with each payment and shall send them to:

St. Johns River Water Management District
Director of Financial Management
4049 Reid Street, Palatka, FL 32177

3.5.2. Checks shall be made payable to the St. Johns River Water Management District.

3.6. Security Deposit. Before or upon execution of this Agreement, Purchaser shall furnish and deposit with the District security in the form of a company check, certified check, or bank check in the amount of \$5,000.00, which shall not be returned to Purchaser until final payment is made to the District, provided the Purchaser has complied with all terms of this Agreement to the satisfaction of the District. The District shall have the right to use or apply all or any portion of the security deposit to offset any claim or money owed to the District by Purchaser.

4. HARVEST SPECIFICATIONS

- 4.1.** Stump heights shall not exceed six inches.
- 4.2.** Purchaser shall cut only in the Sale Area.
- 4.3.** Residual trees must not be damaged. Logging during wet periods that causes rutting and potential root damage to residual trees is not permitted.
- 4.4.** If a catastrophic event damages the timber, the District’s Sale Manager may instruct the Purchaser to immediately begin salvage operations to remove all merchantable timber.
- 4.5.** The District Sale Manager will determine the location and size of loading ramps.
- 4.6.** Purchaser shall scatter tops, chunks, and woody debris at loading areas back through cut rows. Purchaser shall not leave large piles of debris on loading ramps. Purchaser must keep the harvest area clear of rubbish.
- 4.7.** Purchaser shall clear all branches, tops, and chunks from ditches, roads, firelines, fences, and streams. Interior roads and trails are open to the public for hiking, biking, and horseback riding and shall be kept clear of logging debris at all times. 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 District's Sale Manager.

- 4.8. Purchaser shall repair, replace, or restore any damage, injury, or loss to any public or private property resulting from its activities, at its expense, and to the District's satisfaction. Purchaser shall repair or replace, immediately upon demand, damage to fences, cables and gates that affect access or security. Should Purchaser fail to perform its obligations hereunder, the District may repair public or private property or compensate the property's owner for any damage caused by Purchaser. The District shall deduct the cost of such District repair or compensation from Purchaser's security deposit. The security deposit is not a limitation of Purchaser's liability. If the security deposit is insufficient to cover the cost of such repair or compensation, the District may exercise other remedies to enforce Purchaser's obligations and recover its costs.
- 4.9. Purchaser shall take due care against starting and spreading fires during cutting operations. Purchaser is liable for all damage caused by such fires. Upon completion of each harvest or Purchaser's absence from a unit for over two weeks, Purchaser must remove all equipment and personal property.
- 4.10. Purchaser shall comply with all practices as described in the Silviculture Best Management Practices Manual and the Florida Forestry Wildlife Best Management Practices for State Imperiled Species Manual, located on the following Florida Forest Service website: (www.floridaforestservice.com/forest_management/bmp/index.html). The logging Crew-Leader (that person physically on site and supervising the logging crew at all times) shall have a current certification from a logger training program approved by a Sustainable Forestry Initiative (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." Purchaser shall provide proof of certification before the pre-harvest meeting.
- 4.11. Purchaser shall exercise every reasonable precaution and means to avoid the creation or continuance of any public or private nuisances resulting from the harvesting, including, but not limited to, excessive noise associated with radio or other forms of electronic entertainment for persons at the harvest site, dust arising out of all harvest operations, and the uncontrolled flow of surface waters.
- 4.12. 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.
- 4.13. **Failure to Follow Harvest Specifications.**
 - 4.13.1. If the District finds any undesignated trees cut, Purchaser shall pay as liquidated damages to the District twice the compensation rate listed in paragraph 3.3 above for those undesignated trees that were cut.
 - 4.13.2. If the District finds any marked boundary line trees cut, Purchaser shall pay \$50.00 per tree, regardless of size, in addition to the liquidated damages specified in paragraph 4.13.1.
 - 4.13.3. The District will calculate the any applicable liquidated damages and may withhold such damages from Purchaser's security deposit or otherwise demand payment.

- 4.13.4. If, at the expiration of this Agreement, the District finds cut merchantable trees left in the woods, and the failure to remove said trees was not due to circumstances beyond the control of Purchaser, as determined solely by the District, the Purchaser will pay the District for the calculated volume of trees as though the merchantable trees had been removed. The District will calculate the volume of such trees within 30 days after the expiration of this Agreement and Purchaser will pay the District for the calculated volume based on the prices shown in paragraph 3.3. Notification of the calculated volume and the payment amount due shall consist of mailing the notice and invoice to Purchaser's Sale Manager.
- 4.13.5. In the event uncut trees remain at the expiration of this Agreement, liquidated damages will be assessed equal to the calculated volume, as determined solely by the District, multiplied by either: 1) 25% of the prices shown in paragraph 3.3 or 2) the difference between the price in paragraph 3.3 and the District's subsequent reselling price, whichever yields the greatest payment to the District
- 4.13.6. If Purchaser fails to follow the harvest specifications or comply with any other material obligation of this Agreement, the District may restrict Purchaser from future timber sales, in addition to any other remedy the District may elect to pursue due to Purchaser's failure.

5. HARVEST MANAGEMENT

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

DISTRICT	PURCHASER
Paul Hudson	_____
St. Johns River Water Management District	_____
4049 Reid Street	_____
Palatka, Florida 32177	_____
Phone: (386) 329-4464	Phone: _____
E-mail: phudson@sjrwmd.com	E-mail: _____

- 5.2. Notices.** All notices shall be in writing and shall be hand-delivered, sent via U.S. certified mail, or sent via e-mail to the other party's Sale Manager at the addresses specified above. All notices shall be 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 business days.
- 5.3. District's Sale Manager.** The District's Sale Manager shall have sole and complete responsibility to transmit instructions, receive information, and communicate District policies and decisions regarding all matters pertinent to performance of the harvest. The District's Sale Manager shall have the authority to approve minor deviations in the harvest that do not affect the Bid Schedule or the Completion Date. The District's Sale Manager and, as appropriate, other District employees, shall meet with Purchaser when necessary in the District's judgment to provide decisions regarding performance of the harvest, as well as to review and comment on reports.
- 5.4. Change in Sale Manager.** Either party may change its Sale Manager by providing not less than three harvesting days prior written notice to the other party. The District reserves the right to request Purchaser to replace its Sale 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.

- 5.5. Questions Regarding Harvest.** The District intends to 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 District's Sale Manager and communicate such questions or issues to the District 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 District shall respond to any such questions or issues through its Sale Manager.
- 5.6. On-site Management.** 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 illegal drugs, on or from District property or easements. Purchaser is responsible for providing employee training for all functions necessary for harvesting; providing equipment and materials necessary to the harvesting; providing all appropriate personal protective equipment; 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 District premises in the sale 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 District 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 District to remedy deficiencies in the safety conditions at the harvest site shall not constitute an assumption of any such duty by the District.
- 5.7. Removal of Personnel.** Purchaser shall provide efficient supervision of the harvest, using its best skill and attention. If the District has reason to believe that any person on the job is acting contrary to the Agreement or the District's instructions and informs the Purchaser of such, then Purchaser shall immediately remove the person from the project and shall not allow them to work on any harvest connected with this Agreement.

6. ACCESS AND USE OF DISTRICT PROPERTY

- 6.1. Access.** For any harvest Purchaser performs on District property or property interests, the District will provide sufficient access to accomplish the harvest. Land access to the harvest area shall be restricted to the route designated by the District. All access routes shall be used for the purpose of the harvest only. Purchaser shall not disturb lands or waters outside the sale area, except as the District finds necessary and so authorizes. The District Sale Manager shall determine haul routes for trucks to enter and leave the property.
- 6.2. Gates.** Purchaser shall keep all gates to District lands or easements closed and locked in accordance with District specifications when not in use and at the end of each working day. Purchaser shall promptly notify the District when a gate has become impaired due to vandalism or other cause. Purchaser shall repair or replace at Purchaser's cost any damage caused by Purchaser's negligence to fences, cattle guards, gates, power lines, or other improvements.
- 6.3. 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. The District shall deduct necessary road repair costs after the harvest is completed from the Purchaser's security deposit. Log trucks shall travel only at a safe speed on the District's roads. Purchaser shall inform drivers and crew that this area is open to and used by the public. The security deposit is not a limitation of Purchaser's liability. If the security deposit is insufficient to cover the cost of such repair or compensation, the District may exercise other remedies to enforce Purchaser's obligations and recover its costs.

- 6.4. Protection of Land and Water Resources.** Purchaser shall not discharge or permit the discharge, directly or indirectly, of any fuels, oils, 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 section 403.031, Fla. Stat., is dumped or spilled in unauthorized areas, Purchaser shall notify the District thereof within twenty-four (24) hours and thereafter shall remove the material and restore the area to its original condition. If necessary, Purchaser shall excavate and dispose of contaminated ground as directed by the District and replaced with suitable fill material, compacted and finished with topsoil, and planted as required to re-establish vegetation. All cleanup and disposal costs shall be borne by Purchaser.
- 6.5. Endangered Species Act.** In the event that a species listed as threatened or endangered under the federal Endangered Species Act or the Florida Endangered Species Act is discovered in the Sale Area during harvest operations, Purchaser shall immediately suspend harvest operations on the affected portion of the Sale Area and notify the District. The District shall then consult with the appropriate regulatory agencies to determine whether the harvest can continue and what restrictions 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, regulations imposed under the federal 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 that 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.
- 6.6. District Inspection.** The District's Sale Manager shall make a final acceptance inspection of the harvest area when completed and finished in all respects in accordance herewith. The security deposit shall not be released before the District's Sale Manager issues final acceptance.

7. TERMINATION

- 7.1. District Termination for Convenience.** The District has the right to terminate this Agreement or any harvest issued under it at anytime, with or without cause, upon a minimum of 20 days written notice to Purchaser. The notice of termination shall include the date of termination. 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 District, 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 and facilities, and claims of subcontractors and vendors.

- 7.2. District Termination for Cause.** The Agreement may be terminated by the District for cause in the event of any breach hereof, including, but not limited to, Purchaser's: (1) failing to carry forward and complete the harvest as provided herein; (2) failing to comply with applicable laws, regulations, permits, or ordinances; (3) failing to timely correct defective work; (4) making a general assignment for the benefit of its creditors; (5) having a receiver appointed because of insolvency; (6) filing bankruptcy or having a petition for involuntary bankruptcy filed against it; (7) failing to make payments when due to subcontractors, vendors, or others for equipment or labor used in the harvest; (8) making a material misrepresentation to the District regarding the harvest, or (9) any other material breach of this Agreement. In such event, the District shall provide Purchaser with written notice of its intention to terminate this Agreement, stating the nature of the deficiency and the effective date of termination. At the District's sole judgment and discretion, the District may afford Purchaser an opportunity to cure said deficiency, in which event the notice shall specify the time allowed. Upon termination, the District may finish the harvest by whatever means it deems expedient. Purchaser shall be liable for all costs involved in completing the harvest, including additional managerial and administrative services, which shall be offset against Purchaser's security deposit.
- 7.3. 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 District, (e) strikes by laborers at manufacturing mills or plants that Purchaser is acquiring trees for resale and delivery, or strikes by workers engaged in tree harvesting, or strikes by railroad workers, (f) restraint or enjoinder of Purchaser by the District or any other party in its operations of harvesting and removing timber from the Sale Area, then the term of this Agreement will, 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 Agreement. 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. Should rainfall (as measured nearest to the Sale Area and reported on the District's monthly Hydrologic Conditions Reports) for any month exceed the NOAA 30-year normal rainfall for that month, the term of this agreement shall be extended one day for every half inch of rain above 15% above the normal rainfall.
- 7.4. 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 District, shall promptly remove any or all of its equipment and supplies from any property interest of the District, failing which, the District 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 District, at its own expense, remove from District property, and from all public and private property, all machinery, equipment, surplus materials, temporary structures, rubbish, and waste materials resulting from its activities.

8. RISK AND INSURANCE

- 8.1. Indemnification.** Purchaser shall indemnify and hold harmless, release, and forever discharge the District, its public officers, employees, agents, representatives, successors, and assigns, from any and all liabilities, claims, actions, damages, expenses, court costs, and attorneys' fees arising from or in any way connected with the performance of this Agreement and resulting from damages to property, personal injury, or loss of life, or from the claims of contractors, subcontractors or suppliers. This shall include any claims based on the partial or sole negligence, action, or inaction of Purchaser, its employees, subcontractors, representatives, successors, and assigns.
- 8.2. Insurance.** Purchaser shall not commence the harvest until it has provided certificates to the District for amounts of insurance as follows:
- 8.2.1. Workers' Compensation Insurance.** Purchaser shall maintain workers' compensation and employer's liability coverage throughout the term of the Agreement in not less than the minimum limits required by Florida law.
- 8.2.2. General Liability.** Purchaser shall procure and maintain during the life of this Agreement Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (1) Contractual Liability, (2) Products and Completed Operations, (3) Independent Contractors Coverage, (4) Broad Form General Liability Extensions or equivalent, and (5) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable, per contract aggregate.
- 8.2.3. Automobile Liability** \$100,000/\$300,000/\$100,000.
- 8.2.4. Deductibles and Self-Insured Retentions.** Any deductibles or self-insured retentions must be declared to and approved by the District.
- 8.2.5. Acceptability of Insurers.** Insurance is to be placed with insurers with an A.M. Best rating of A:V or greater.
- 8.2.6. Additional Insured Party.** The "St. Johns River Water Management District" shall be shown as an additional insured party under the general liability policy.

The proof of insurance supplied prior to execution of this Agreement. The District requires that general liability insurance be written on an "occurrence" basis. "Claims made" coverage will be accepted only on an "exception" basis after verifying that "occurrence" coverage is not available.

All insurance shall be maintained in force until completion of the harvest and shall include an endorsement requiring ten days prior written notice to the District before any change or cancellation is made effective.

9. GENERAL PROVISIONS

- 9.1. Amendments.** This Agreement may be amended only by written agreement of the parties. No verbal agreement or conversation with any officer, agent, or employee of the District 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 District. Nor shall the presence or absence of a District inspector relieve Purchaser from any requirements of this Agreement. Purchaser shall not make changes authorized by the District's Sale Manager without issuance of the District's Supplemental Instructions form

and approved by Purchaser. All supplemental instructions shall be incorporated into the Agreement.

- 9.2. Assignment, Subcontracts.** Purchaser shall not sublet, assign, or transfer any of the rights hereunder, in whole or in part, or assign any moneys due or to become due hereunder, without the prior written consent of the District. Neither District approval of a subcontractor nor any other provision of this Agreement shall create a contractual relationship between any subcontractor and the District. 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 District 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 District harmless from any liability or damages arising under or from any subcontract.
- 9.3. Attorney's Fees.** In the event of any legal or administrative proceedings arising from or related to this Agreement, including appeals, each party shall bear its own attorney's fees.
- 9.4. Audit, Access to Records.** The District or its duly authorized representatives shall, until the expiration of three years after expenditure of funds hereunder, have access to examine any of Purchaser's books, documents, papers, and other records involving transactions related to this Agreement. Purchaser shall preserve all such records for a period of not less than three years. Purchaser shall maintain all required records until an audit has been completed and all questions arising from it are resolved. Purchaser will provide proper facilities for access to and inspection of all required records.
- 9.5. Conflict of Interest.** Purchaser certifies that no officer, agent, or employee of the District has any material interest, as defined in chapter 112, Fla. Stat., 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.
- 9.6. Dispute Resolution.** Purchaser has the duty to seek clarification and resolution of any issue, discrepancy, misunderstanding, or dispute arising from questions concerning interpretation or acceptable fulfillment of this Agreement by the parties in accordance with the following procedure:

Unless otherwise specified, any formal request by Purchaser for additional compensation, schedule adjustment, or other dispute resolution shall be submitted by Purchaser to the District's Sale Manager no later than ten days after the occurrence of the event causing the dispute. **Failure to provide such formal request shall constitute a waiver of any claim arising out of events occurring more than ten days prior to the date the formal request is provided to the District, unless extended by the District.**

The District's Sale Manager shall forward the formal request to the District's Office of General Counsel for consideration. Purchaser may request non-binding mediation in the formal request. The District's Office of General Counsel shall, at its sole discretion, determine whether the formal request will be addressed through mediation. If the District's Office of General Counsel chooses to submit to non-binding mediation, the parties shall share equally in all associated costs. No later than 20 days after the receipt of such request, the District's Office of General Counsel will inform Purchaser of its decision to submit to non-binding mediation or it will issue a written decision upon the request; provided, however, that the District may extend this period for an additional 20 days in complex matters requiring detailed investigation. If the District's Office of General Counsel chooses to consider the matter in-house, a determination will be provided to Purchaser's authorized

representative. At all times, Purchaser shall proceed with the harvest in accordance with said determination, instruction, or clarification.

The determination of the District's Office of General Counsel shall be deemed final and accepted by Purchaser unless Purchaser, within ten days after receipt thereof, files with the District's Office of General Counsel, copying the District's Sale Manager, a written statement that clearly describes the basis for Purchaser's disagreement with said determination. **Failure to submit a written statement as provided for herein shall constitute a waiver of any right to further dispute the district's determination, instruction, or clarification.**

No later than ten days after receipt of such written statement, the District shall issue its decision as to whether the prior determination of the Office of General Counsel will be modified. The District's decision shall constitute final action of the District and shall thereafter be subject to judicial review.

- 9.7. Governing Law, Venue, Waiver of Right to Jury Trial.** This Agreement is governed by laws of the State of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. Venue for any state legal proceedings arising from or related to this Agreement shall be in Putnam County, Florida. Venue for any federal legal proceedings arising from or related to this Agreement shall be in Orange County. In the event of any civil proceedings arising from or related to this Agreement, the parties hereby consent to trial by the court and waive the right to a jury trial in such proceedings; provided, however, that the parties may mutually agree to a jury trial.
- 9.8. Independent Contractor.** Purchaser is an independent contractor that is being authorized to enter upon District land solely for the purposes of this Agreement. Neither Purchaser nor Purchaser's employees are District employees. Purchaser controls and directs the means and methods by which this Agreement is implemented in accordance with the requirements hereof. Purchaser is solely responsible for compliance with all labor and tax laws pertaining to Purchaser, its officers, agents, and employees, and shall indemnify and hold the District harmless from any failure to comply with such laws.
- 9.9. Merger, Waiver, Survival.** This Agreement, upon execution by Purchaser and the District, constitutes the entire agreement of the parties. The parties are not bound by any stipulations, representations, agreements, or promises, oral or otherwise, not printed or inserted herein. Purchaser agrees that no representations have been made by the District to induce Purchaser to enter into this Agreement other than as expressly stated herein. The failure of a party to enforce the provisions of this Agreement will not be construed as a waiver of any provision or right of such party thereafter to enforce any provision of this Agreement. Any provisions of this Agreement that by their terms extend or require performance beyond the Completion Date will remain in full force and effect after the Completion Date as necessary to effectuate such performance.
- 9.10. 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.

9.11. Release of Information. Records of Purchaser that are made or received in the course of performance of the harvesting may be public records that are subject to the requirements of chapter 119, Fla. Stat. Purchaser shall promptly inform the District’s Sale Manager of any records request made pursuant to that chapter.

9.12. Business Day. A business day is a day of the week from Monday through Friday, excepting those holidays observed by the District – New Year’s Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving (and Friday after), and Christmas Day.

Each party is signing this Agreement on the date stated below that party’s signature.

ST. JOHNS RIVER WATER
MANAGEMENT DISTRICT

PURCHASER

By: _____
Michael A. Register, P.E., Executive Director
(or Designee)

By: _____
Signature

Date: _____

Print/Typed Name and Title

Date: _____

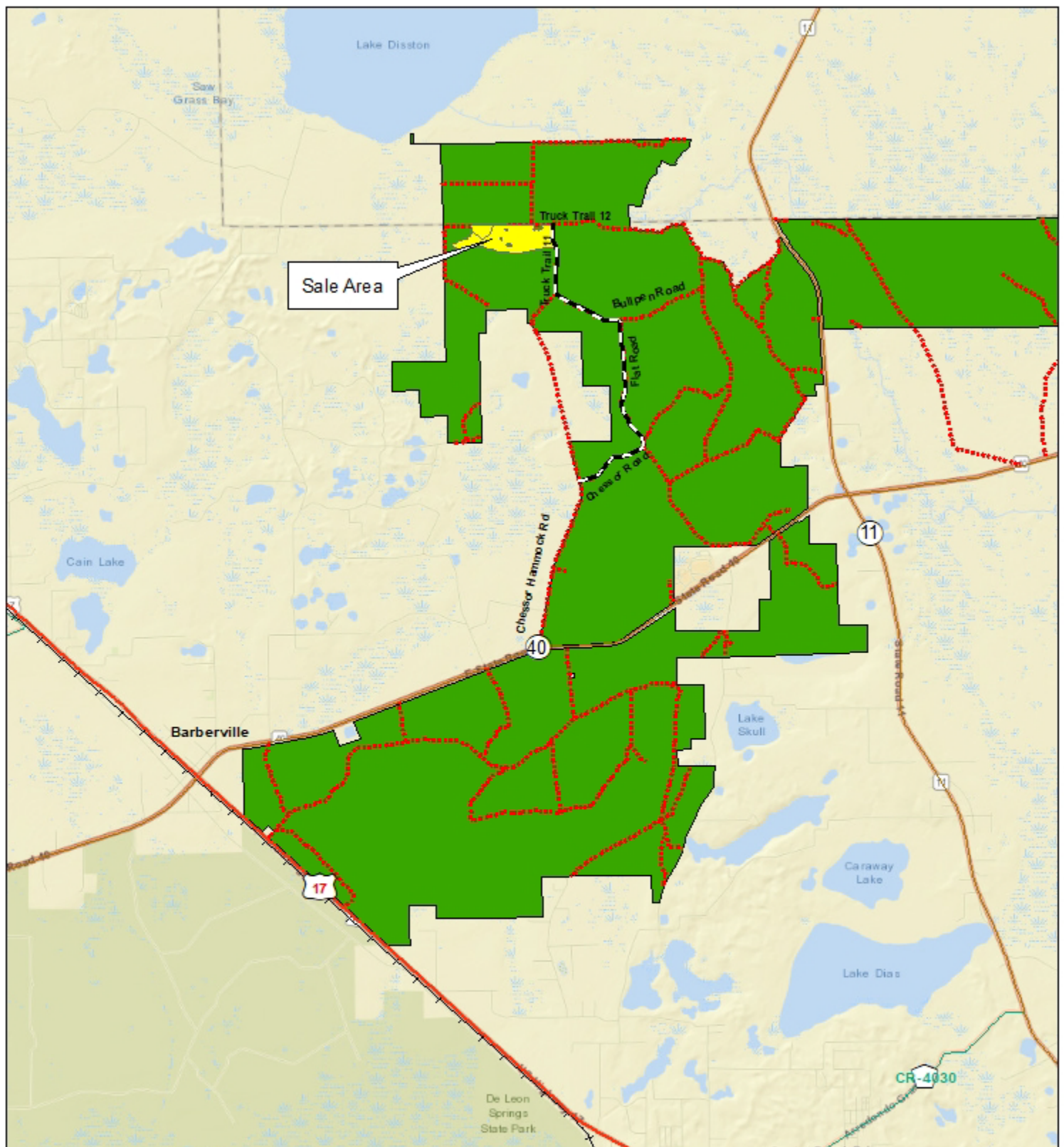
Approved as to form and legality

Seal:
(if appropriate)

Office of General Counsel



- Attachment(s):
- Attachment A – Timber Sale Accountability Form
- Attachment B – Locator Map
- Attachment C – Sale Area Map

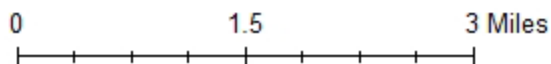
ATTACHMENT B - LOCATOR MAP



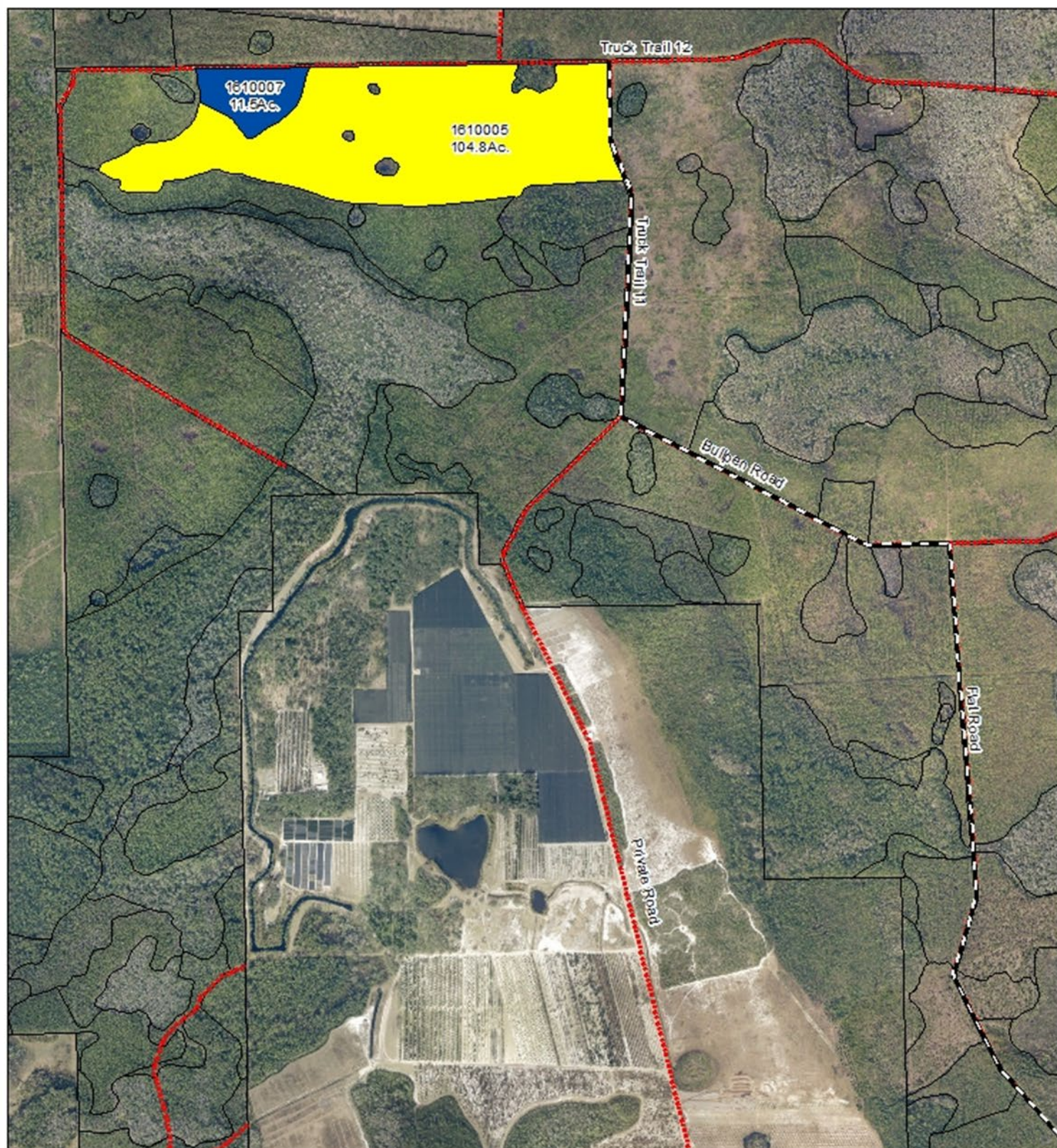
Heart Island Conservation Area Truck Trail 12 Timber Sale Locator Map

Legend

-  Sale Area
-  Access_Roads



ATTACHMENT C - SALE



Heart Island Conservation Area Truck Trail 12 Timber Sale Sale Area Map

1 inch equals 1,320 feet

Legend

-  Marked Thinning
-  Clearcut
-  Access_Roads

