

Instructions –

- 1) Complete the “Bid” information for the sale. A “Bid” form must be completed. All “required” information must be provided or the bid may be rejected.
- 2) Please print the name of the bidder, organization and telephone number on the outside of the bid. We assume no responsibility for lost or misdirected bids.
- 3) Submission of the bid(s) shall follow the GENERAL PROVISIONS of the bid.

Mailing - Put the sealed envelope into a larger envelop and mail the larger envelop to the address provided in the “Invitation to Bid”. The individually sealed envelopes may be placed in one large envelope and mailed to the appropriate address.

All bids should be mailed to the following address:
Gary Brogden at 408 Oakland Dr., Sparta, TN 38583

Important Dates: Timber Showing: November 15, 2018, 9 am
Bid Opening and Award: November 26, 2018, 9am

BID Form

In compliance with the above Invitation and subject to all General Provisions, the undersigned offers and agrees, to purchase and pay for the timber described in Addendum “A” and with the terms and conditions found in the pro forma contract, within 15 business days after Notice of Acceptance by Gary Brogden also referred to as property owner within these documents. All of the following information should be provided. Failure to provide the “required” information will result in rejection of the Bid.

My bid for the timber offered for sale is: \$ _____ (required)

By: _____
Signature (required) Print or Type Name

Title of Person Signing the Bid _____ Phone # _____

Owner/Organization Name _____ (required)

Street Address _____

City, Property owner _____ Zip _____

Tour Dates

On November 15, 2018,
9 a.m. CDT

Those interested should meet at 5439 Hickory Valley Road, Sparta, TN 38583

For Additional information please contact:

Guy Zimmerman

965 Woodwinds Dr.

Cookeville, 38501

guyz@charter.net or guy@treeguy.org

931-267-5005 text message or call

Bid Opening

On November 26, 2018,

9 a.m., CDT

5439 Hickory Valley Road, Sparta, TN 38583

General Provision

The pro forma contract contains the essential terms and conditions of the timber sale contract that is signed by both parties.

The timber sale contract will not be assignable by the purchaser in whole or in part without the written consent of Gary Brogden.

The departure from the procedures, stipulations or requirements outlined in the Invitation to Bid and General Provisions may be granted only with approval from Gary Brogden or his representative/forester, Guy Zimmerman.

1. PREPARATION OF BIDS:

(A) Failure to examine any maps and/or instructions will be at bidder's risk.

(B) Bids must be filled out in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error and must be initialed in ink by person signing bid.

2. SUBMISSION OF BIDS:

(A) Bid Envelope - The appropriate bid number must be on the outside of the envelope and envelope sealed. Only one bid per envelope. Please print the name of the bidder, organization and telephone number on the outside of the bid. The property owner assumes no responsibility for lost or misdirected bids.

(B) Signature - Bids must be signed and envelope sealed. The person signing the Invitation to Bid must be a person authorized to bind the bidder contractually. Unsigned bids will be rejected. Unsigned bids cannot be signed after the bid has been opened, even if the bidder or the bidder's representative is present at bid opening. No signatures shall be in pencil.

Name of person executing bid and the organization he/she represents should be typewritten or be legibly printed in longhand.

(C) Bid Form - Only bids submitted on the bid form above will be considered.

3. ACCEPTANCE OF BIDS: The Property owner reserves the right to reject any or all bids. Only bids in sealed envelopes delivered or mailed to the designated location prior to the bid opening time will be considered.

4. ERROR IN BID: No bid shall be altered, amended, or withdrawn after the specified time for opening bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.

5. AWARD:

(A) The highest responsible bidder who accepts the stipulations specified in the Invitation for Bids will be declared the purchaser. The purchaser will be required to sign a timber sale contract at which time he will pay the full purchase price and post a performance bond equaling seven (7) percent of the sale price. Both of these amounts shall be in the form of certified check or a cashier's check (Attention: the interior body of the check must not be perforated or have holes punched into its surface), payable to Gary Brogden.

(B) Should the highest bidder not accept or meet the requirements or stipulations in the Invitation for Bids or General Provisions, then the next highest responsible bidder will be declared the purchaser.

(C) Should two bids be identical in amount, the winner of a coin toss will determine the purchaser.

6. Required Documents: Copies of the following documents are required to be provided to the property owner or his representative by the PURCHASER. Copies can be attached to the signed contract, sent to the property owner contact person by mail, or provided to the property owner contact person no later than the pre-operation meeting. All insurances shall be in good standing and maintained for the term of the contract. Should the status of any of these insurances or documents change, copies should be forwarded to the property owner's contact person as soon as possible.

(A) Proof of Worker's Compensation Insurance applicable to Tennessee, if PURCHASER and/or logging contractor have employees

(B) Proof of General Liability Insurance applicable to Tennessee

(C) Proof of Vehicle Insurance for those vehicles utilized under the terms and conditions of the contract applicable to Tennessee

PRO FORMA TIMBER SALE CONTRACT

This Contract, by and between Gary Brogden, hereinafter referred to as the "property owner" and PURCHASER'S **NAME**, hereinafter referred to as the "PURCHASER," provides for the sale and harvesting of timber on the property owner's forest land, as further defined in this Contract and as illustrated on the enclosed maps listed as Harvest Site.

The PURCHASER's address is:

Street _____

City, State, Zip Code _____

The PURCHASER agrees to buy and the PROPERTY OWNER agrees to sell certain timber owned by the property owner further described in Addendum A and location depicted on maps in Addendum B. The PURCHASER agrees to harvest said timber and provide other services in strict compliance with all of the following conditions and requirements, which are hereby, made a part of this contract.

1. CONTRACT TERM - This Contract shall be effective for the period commencing on the date the contract is signed by both parties, provided that the PURCHASER complies with all terms of the Sealed Bid opening on November 26, 2018 and ending on December 1, 2019. The PURCHASER shall have until December 1, 2019 to complete the logging operation. The date for the completion of this contract or other dates specified for the completion of certain terms of the contract may be subject to extension(s) at PROPERTY OWNER's discretion.

2. PAYMENT - Purchase price shall be paid in full by a certified check or a cashier's check (Attention: the interior body of the check must not be perforated or have holes punched into its surface) payable to Gary Brogden in the amount of \$AMOUNT when the timber sale contract is signed.

3. BOND - A performance bond in the amount of \$AMOUNT shall be furnished by the PURCHASER. Bond will be furnished in the form of a certified check or a cashier's check (Attention: the interior body of the check must not be perforated or have holes punched into its surface). Said amount is returnable in full to the PURCHASER at the time the terms of this agreement have been fully met. If any conditions of this agreement are not complied with, the value of such damages or violations shall be deducted and the balance, if any, shall be returned to the PURCHASER.

4. EXTENSIONS - PROPERTY OWNER has the authority to grant extensions requested in writing by the PURCHASER at a fee of twelve percent (12%) of total sale price per year or a minimum of two hundred dollars (\$200.00) per month. Extensions will be for a minimum of one (1) month. PURCHASER must request an extension in writing at least thirty (30) days prior to the expiration date of this Contract or the date specified for the applicable activity. An extension of the term of this Contract or other specified date(s) will be effected through an amendment to the Contract.

5. MODIFICATION AND AMENDMENT - This Contract may be modified only by a written amendment executed by all parties hereto and approved by the appropriate Tennessee Property owner officials in accordance with applicable Tennessee Property owner laws and regulations.

6. SPECIAL TERMS AND CONDITIONS - Special terms and conditions are described and listed in Addendum C. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.

7. PENALTIES - PURCHASER shall exercise caution, to prevent damage to trees not designated for harvest. Any undesignated trees cut or damaged shall be paid for at the rate of \$3,000.00 per thousand board feet, International 1/4 Inch Rule, for sawtimber and \$100.00 per ton for pulpwood as estimated solely by the PROPERTY OWNER's forester. Any undesignated trees cut or damaged in designated retention zones or streamside management zones shall be paid at the rate of \$2,500.00 per occurrence plus the above mentioned rates for sawtimber and pulpwood for the individual trees cut or damaged as determined and estimated by the PROPERTY OWNER. Excepting at places designated by the PROPERTY OWNER's forester or other terms and conditions of this contract, excessive travelling in or through retention zones, streamside management zones, equipment

restriction zones or outside the sale area with heavy equipment shall be paid at the rate of \$2,500.00 per occurrence as determined solely by the PROPERTY OWNER's forester.

8. PROTECTION - PURCHASER shall exercise reasonable care to prevent undue damage to the forest, roads and skid trails and undue risk to public safety. PROPERTY OWNER'S authorized representative shall have authority to temporarily close down all or any part of the PURCHASER'S operations to prevent damage to the property and threats to public safety.

A. PURCHASER shall keep all roads, trails, ditch lines, fields, and streams clear of tree tops, limbs and other debris. Forest roads used in connection with this sale shall be kept in passable condition for normal use.

B. PURCHASER shall construct on temporary roads and skid trails erosion control structures such as water bars and broad-based dips to satisfaction of PROPERTY OWNER'S authorized representative. All erosion control structures will be maintained in working condition during PURCHASER'S operations.

C. PURCHASER shall remove daily all bottles, cans, paper and other litter from the timber sale area(s).

D. PURCHASER shall prevent and suppress any forest fires in or adjacent to the sale area(s).

E. PURCHASER shall disperse logging slash and debris from timber bunching areas to the satisfaction of PROPERTY OWNER'S Forester.

F. PURCHASER shall not allow a third-party to take possession of timber sold by the PURCHASER to a third-party while on Property owner Forest property.

G. PURCHASER shall not bring onto the Property owner Forest property logs or unprocessed forest products not cut on the Property owner Forest property, except as permitted by the Forester or his representative. Property owner, county or municipal public roads or right-of-ways passing through the Property owner Forest are not considered Property owner Forest property.

H. The PURCHASER shall not drain or dump grease, hydraulic fluid, oil, fuel, antifreeze or hazardous material on the Property owner Forest property. If a spill or leak occurs, the PURCHASER is responsible for the cleanup and proper disposal of the spilled material, contaminated materials used to contain or clean-up the spill, and contaminated soil. PURCHASER and/or subcontractor(s) shall have tools and materials on-site to contain and cleanup spills. The PURCHASER shall notify the Property owner immediately of any spill of hazardous material that meets or exceeds reporting requirements according to federal and property owner laws, rules or regulations. Where a more stringent quantity reporting amount does not exist, the PURCHASER shall notify the Property owner immediately of any spill greater than five (5) gallons.

9. IMPROVEMENTS - The location of all improvements, including sawmill sets, roads, skid trails, bridges, culverts, and timber bunching areas to be made by the PURCHASER in performing this contract shall be approved by the PROPERTY OWNER in advance of location or construction. All structural improvements are to be removed on or before the date of completion of this contract, unless otherwise agreed upon. If PURCHASER fails to remove all improvement(s) within the contract period, they shall become the property of the PROPERTY OWNER, but that will not relieve PURCHASER of liability for the cost of their removal and restoration of the site.

10. LIABILITY - The PROPERTY OWNER shall have no liability except as specifically provided in this Contract. The PURCHASER shall be wholly and solely responsible for any and all losses or damages caused by the PURCHASER or his employees, agents or assigns to any persons or property in connection with any of this operation, and binds and obligates himself to save and hold harmless the PROPERTY OWNER on account of any such loss or damage, including all cost and expenses to PROPERTY

OWNER on account of any action filed against it in connection therewith. All stumpage offered for sale is sold "Where Is and As Is" without recourse. No representation, warranty (either express or implied), or guaranty is made by the PROPERTY OWNER as to the quantity, quality, condition, size or description. Any discrepancy between the PROPERTY OWNER'S estimated volume and the volume cut will not affect the validity of the sale or be considered the basis of a claim.

11. ASSIGNMENT AND SUBCONTRACTING - The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without the prior written approval of the Property owner. Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and responsible for compliance with all terms and conditions of this Contract; and, assumes any and all liability incurred by subcontractors. The Property owner reserves the right to request additional information or impose additional terms and conditions before approving an assignment of this Contract in whole or in part or the use of subcontractors in fulfilling the Contractor's obligations under this Contract.

12. SUSPENSION - Any violation of this contract by the PURCHASER, as determined by the PROPERTY OWNER, constitutes just reason for immediate oral termination of the contract and eviction from Property owner-owned property, said oral termination and/or eviction to be followed by written termination and/or eviction within twenty-four (24) hours.

13. CROSSING PRIVATE PROPERTY - PURCHASER shall be responsible for securing permission to cross private property as may be convenient or necessary in the performance of this contract.

14. BEST MANAGEMENT PRACTICES - Where a more strict standard is not required by the preceding paragraphs of this contract or where this contract does not provide a standard, the standard of performance will be consistent with Department of Agriculture, Forestry Division publication "Best Management Practices (BMPs) for Timber Harvesting in Tennessee."

15. MASTER LOGGER REQUIREMENT - PURCHASER's on-site supervisor must have successfully completed Tennessee's Master Logger Program, or an equivalent program in another State. Documentation of successful completion of the Master Logger Program must be provided to the PROPERTY OWNER's forester before any timber is cut and/or removed from the sale area(s). This requirement applies to the PURCHASER if the PURCHASER is the logging supervisor or to any logging supervisor that is subcontracted by the PURCHASER. If a subcontractor is to be used, documentation for the successful completion of the Master Logger Program or an equivalent program by the subcontractor's on-site supervisor must be provided to the PROPERTY OWNER's forester at the time the subcontractor is submitted for approval.

16 WATER QUALITY ENFORCEMENT ACTIONS – Neither the PURCHASER, the PURCHASER'S on-site supervisor nor subcontractor's on-site logging supervisor shall be permitted to conduct any logging activities on the Property if the individual(s) is subject of an open Notice of Violation (NOV) with the Department of Environment and Conservation, hereinafter referred to as "TDEC", or similar action(s) in another property owner(s). All logging activities shall cease until any and all NOV's are closed by TDEC or similar authority in another property owner or permitted to resume by the Property owner Forester. No PURCHASER, PURCHASER's on-site supervisor nor PURCHASER's subcontracted on-site logging supervisor shall be permitted to conduct logging activities on the Property owner Forest if the individual has received from TDEC a "Stop Work", "Director's" or "Commissioner's" Order under Tennessee Code Annotated, Water Control Act, Sections 69-3-100 through 69-3-142, or similar action(s) in another property owner. Should such Orders be issued to the PURCHASER, on-site supervisor or subcontractor during the contract term, all logging activity shall cease until a qualified on-site supervisor or approved subcontractor replacement can be found.

PURCHASER shall notify the PROPERTY OWNER immediately, but not more than twenty four (24) hours, excepting weekends and PROPERTY OWNER holidays, of receiving any water quality enforcement action issued by TDEC or similar authority to another property owner.

17. STRICT PERFORMANCE. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this agreement shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision.

18. INDEPENDENT CONTRACTOR. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

19. PROPERTY OWNER AND FEDERAL COMPLIANCE. The PURCHASER shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

20. GOVERNING LAW. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The PURCHASER agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract.

21. COMPLETENESS. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.

22. SEVERABILITY. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.

23. HEADINGS. Section headings are for reference purposes only and shall not be construed as part of this Contract.

24. RESIDUAL TIMBER. Any standing or felled timber remaining on the designated sale area(s) after the term of this contract, shall thereafter be the sole and exclusive property of the PROPERTY OWNER.

25. PROPERTY OWNER FURNISHED PROPERTY. The PURCHASER shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the Property owner for the PURCHASER'S temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the Property owner in good order and condition as when received, reasonable use and wear thereof excepted. Should the property be destroyed, lost, or stolen, the PURCHASER shall be responsible to the PROPERTY OWNER for the residual value of the property at the time of loss.

26. PROHIBITED ADVERTISING. The PURCHASER shall not refer to this Contract or the PURCHASER'S relationship with the Property owner hereunder in commercial advertising in such a manner as to property owner or imply that the PURCHASER or the PURCHASER'S services are endorsed.

27. COMMUNICATIONS AND CONTACTS. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth in Addendum D or to such other party, facsimile number, or address as may be hereafter specified by written notice same date of the facsimile transmission.

28. INCORPORATION OF ADDITIONAL DOCUMENTS. Included in this

Contract by reference are the following documents:

- A. The Contract document
- B. Invitation to Bid
- C. Addenda

In the event of a discrepancy or ambiguity regarding the PURCHASER's duties, responsibilities, and performance under this Contract, these documents shall govern in order of precedence detailed above.

Notwithstanding the above, the PURCHASER shall not be relieved of liability to the PROPERTY OWNER for damages sustained by virtue of any breach of this agreement by the PURCHASER.

The PROPERTY OWNER agrees to grant the right of ingress and egress to and from the sale area(s) across PROPERTY OWNER-owned land.

The Purchaser

Property Owner

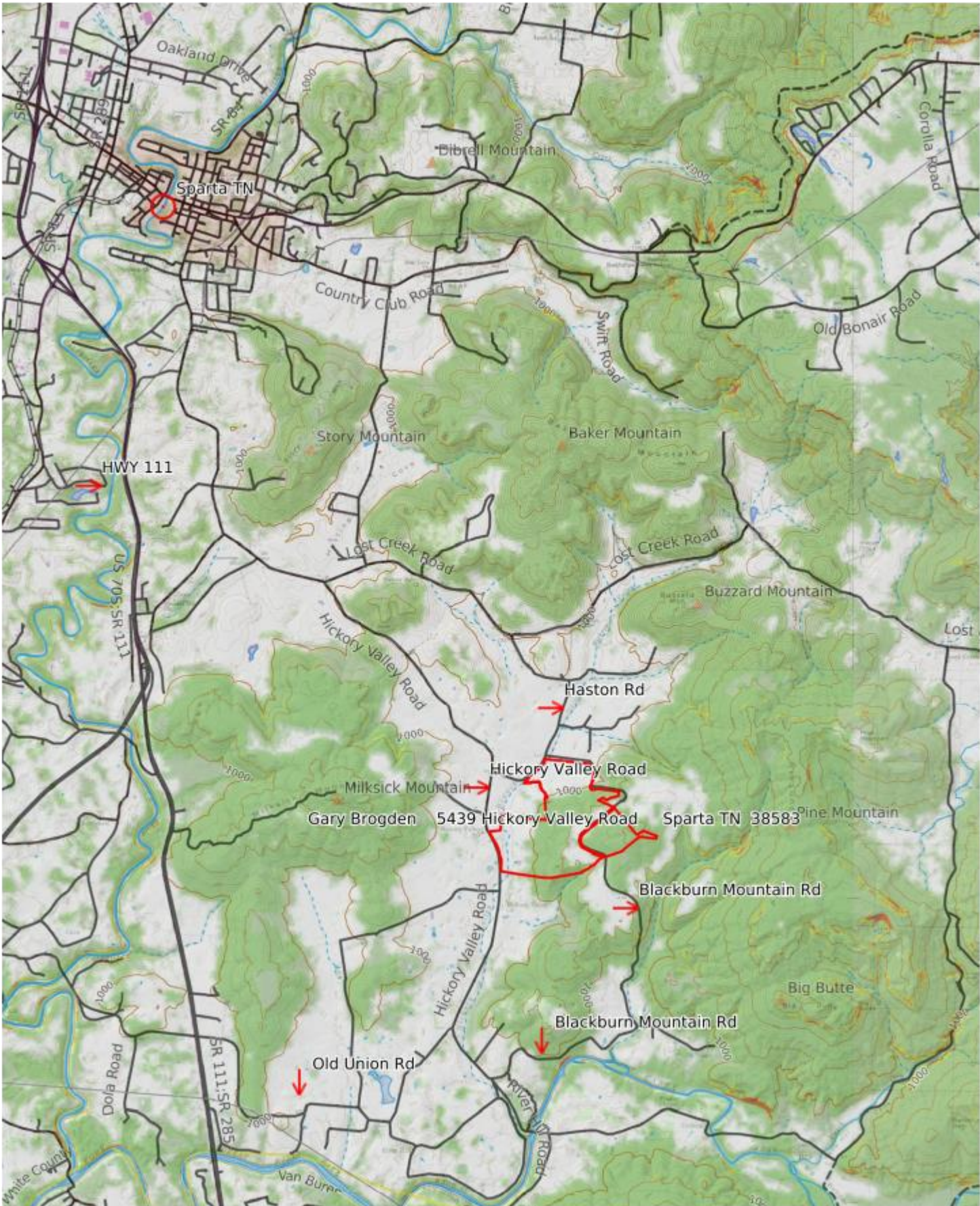
Date _____

Addendum A

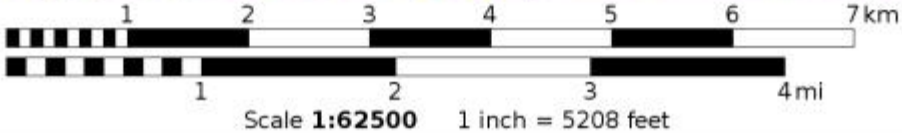
This timber tract boundary is marked by a creek bed and fence on the south side, open field on the west side, forest road and yellow paint on the north side, and corn field and Blackburn Mountain Road on the west side. It can also be identified by the enclosed map labeled as Harvest Site. **This harvest site must be accessed and logged from Blackburn Mountain Road.**

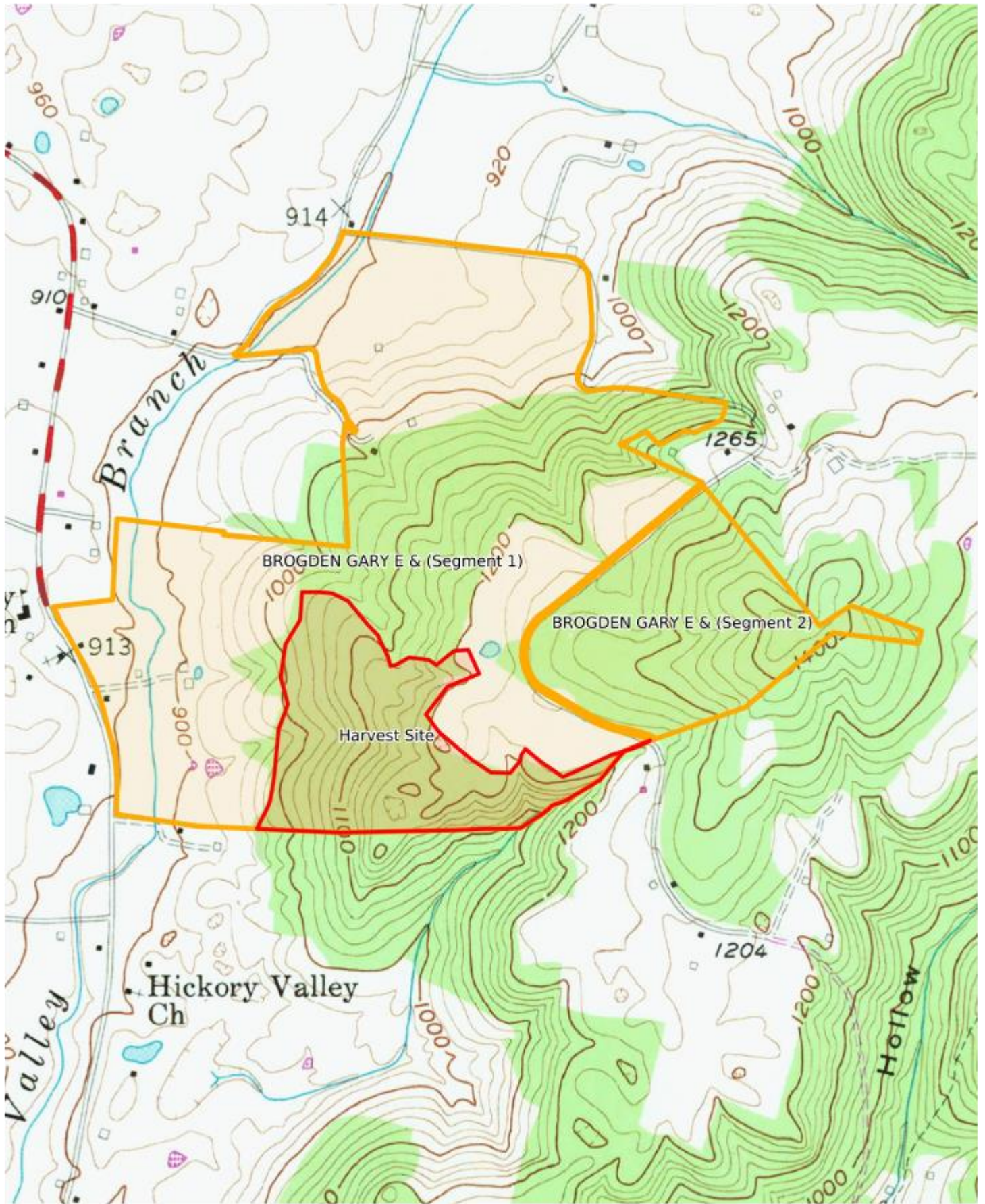
Timber for sale is to be clearcut and is defined by the timber boundary description as mentioned above and as shown on the enclosed map. The size of the boundary to be harvested is 66 acres. The estimated timber volume is 569,443 board feet measured by the Doyle method.

Species	Board Feet	Tons
Hickory	90,395	723.2
Ash	36,427	291.4
Red Oak	124,124	993.0
Soft Maple	10,037	80.3
Chestnut Oak	39,960	319.7
White Oak	64,398	515.2
Beech	7,854	62.8
Hard Maple	33,190	265.5
Yellow Poplar	144,342	1,154.7
Black Walnut	8,428	67.4
Sasafras	3,658	29.3
Post Oak	2,627	21.0
Black Gum	4,002	32.0
-	-	-
-	-	-
-	-	-
Sub -Total	569,443	4,556



Mercator Projection
 WGS84
 USNG Zone 16SFE
 CalTopo

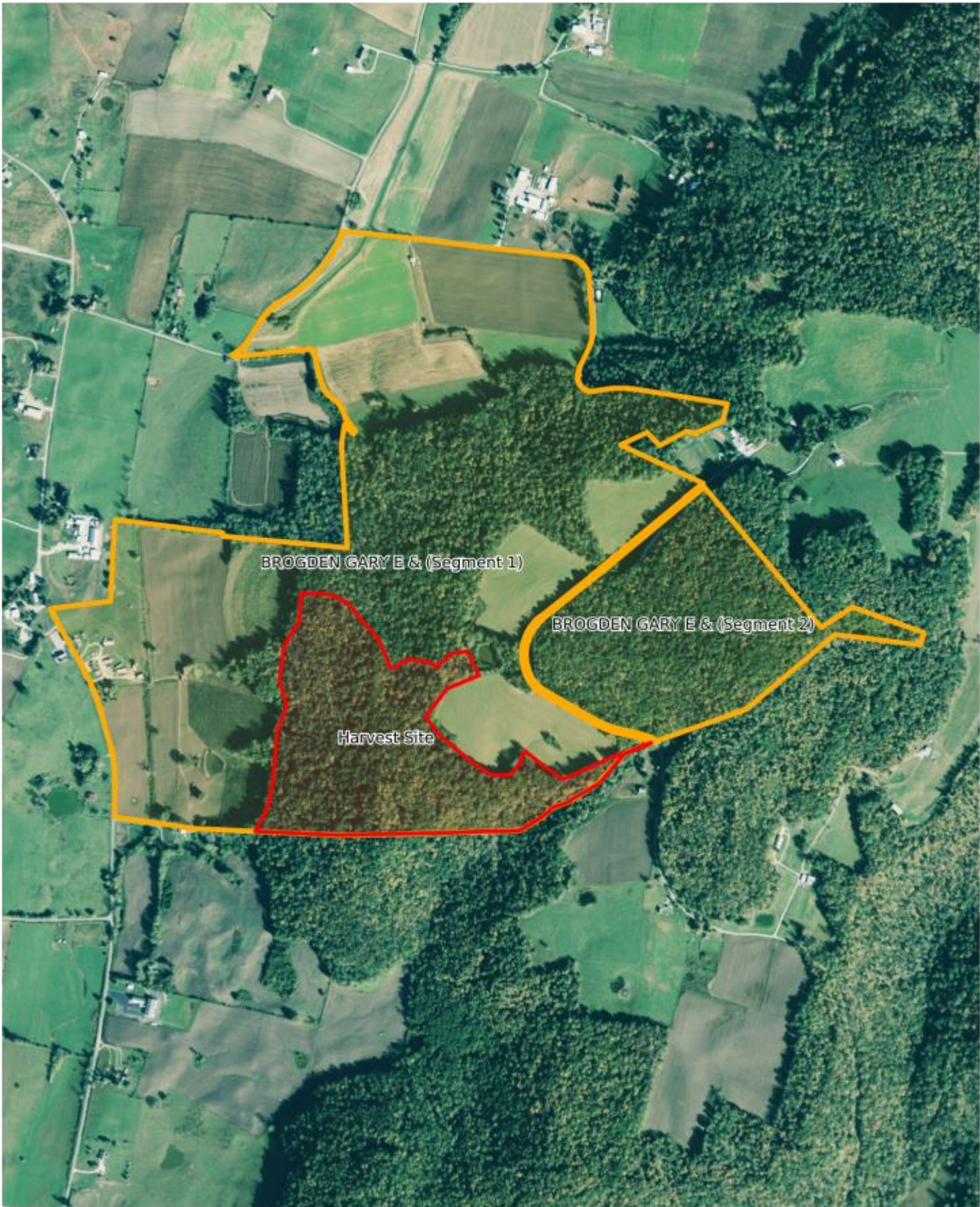




Brogden Timber Tract
 WGS84
 USNG Zone 16SFE
 CalTopo

0.1 0.2 0.3 0.4 0.5 0.6 0.7 0.8 0.9 1.0 1.1 1.2 1.3 km
 0.1 0.2 0.3 0.4 0.5 0.6 0.7 0.8 mi
 Scale 1:12000 1 inch = 1000 feet





BROGDEN GARY E & (Segment 1)

BROGDEN GARY E & (Segment 2)

Harvest Site

Brogden Timber Tract
WGS84
USNG Zone 16SFE
CalTopo

