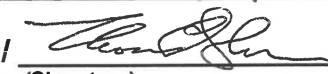


**OHIO DEPARTMENT OF NATURAL RESOURCES
DIVISION OF FORESTRY
STATE FOREST TIMBER SALE
#2309
BID OPENING**

Forest:	Pike State Forest	
Compartment:	C-3/5	
Bid Date:	Thursday, May 4, 2023	
Time:	3:00 p.m.	
Bidders:	Superior Hardwoods	\$ 96,209.00
	# Jacob Swarey	\$ 59,298.50
	Crawfords Logging Inc	\$ 112,460.00
	Ohio Valley Veneer	\$ 95,097.00
	* James Bray	\$ 147,000.00
	Deep Woods Lumber	\$ 66,501.00
		\$
		\$
		\$
		\$
Bid Awarded To:	James Bray	
Bid Opener:	Brittany Gallagher <small>(Printed Name)</small>	B Gallagher <small>(Signature)</small>
Witness:	Tom Shuman <small>(Printed Name)</small>	 <small>(Signature)</small>



**DIVISION OF
FORESTRY**
OHIO DEPARTMENT OF NATURAL RESOURCES

BID

Bid Opening: May 4, 2023 at 3:00 P.M. in Chillicothe

Ohio Department of Natural Resources
Division of Forestry
345 Allen Avenue
Chillicothe, Ohio 45601

Contract Number: 2309

Gentlemen:

We hereby bid the lump sum of \$ 96,209.00 for an
(I or We)

estimated **237,194 board feet** International 1/4" rule of hardwood sawtimber and **587 tons** of hardwood pulpwood on **47 acres** in compartments **C-3/5** of **Pike State Forest, Mifflin Township, Pike County, Ohio**. I am enclosing a check for \$5,000.00 with my bid to be used as a bid guarantee deposit. It is understood that if I am the successful bidder, I shall sign a Timber Sale Agreement within thirty days of notice or the Division of Forestry shall retain the **\$5,000.00** bid deposit. It is further understood that the **\$5,000.00** will be applied toward the first timber sale payment. **A Timber Sale Agreement shall be signed within thirty (30) days of the date of notification, at which time the logger shall submit a performance bond in an amount equal to 25% of the amount of the highest valued cutting section as determined by the bid with a minimum of \$5,000.00 and a maximum of \$25,000.00.** Performance bonds will be accepted in the form of surety bonds, United States government securities, negotiable certificates of deposit, irrevocable letters of credit, or cash (checks or money orders). Bonds shall be written so as to be valid for a period of not less than 90 days beyond the agreement expiration date. Prior to logging, the purchaser shall make payment to the TSA of **14%** of the bid sum for cutting section #1, **18%** of the bid sum for cutting section #2, or **68%** of the bid sum for cutting section #3. This timber is FSC® 100% according to Scientific Certification Systems registration number SCS-FM/COC-00130N and SFI certified according to Scientific Certification Systems certificate code SCS-SFI/FM-00130N.

This timber was inspected on April 19, 2023.

Employer Identification No. 31-0956867.

Soc. Sec. No. (If no E.I. No.) _____.

Superior Hardwoods
Name of Bidder (Typed or Printed)

Incorporated: (Yes or No) _____

Doug Schwemlein
Signature

Under _____ law.
(State)

134 Wellston Industrial Park Rd.
Address

740-988-7284
Telephone

BIDS RECEIVED WITHOUT BID DEPOSIT SHALL BE REJECTED.

BID

Bid Opening: May 4, 2023 at 3:00 P.M. in Chillicothe

**Ohio Department of Natural Resources
Division of Forestry
345 Allen Avenue
Chillicothe, Ohio 45601**

Contract Number: 2309

Gentlemen:

_____ hereby bid the lump sum of \$ 59,298.⁵⁰ for an
(I or We)

estimated **237,194 board feet** International ¼" rule of hardwood sawtimber and **587 tons** of hardwood pulpwood on **47 acres** in compartments **C-3/5** of **Pike State Forest, Mifflin Township, Pike County, Ohio**. I am enclosing a check for \$5,000.00 with my bid to be used as a bid guarantee deposit. It is understood that if I am the successful bidder, I shall sign a Timber Sale Agreement within thirty days of notice or the Division of Forestry shall retain the **\$5,000.00** bid deposit. It is further understood that the **\$5,000.00** will be applied toward the first timber sale payment. **A Timber Sale Agreement shall be signed within thirty (30) days of the date of notification, at which time the logger shall submit a performance bond in an amount equal to 25% of the amount of the highest valued cutting section as determined by the bid with a minimum of \$5,000.00 and a maximum of \$25,000.00.** Performance bonds will be accepted in the form of surety bonds, United States government securities, negotiable certificates of deposit, irrevocable letters of credit, or cash (checks or money orders). Bonds shall be written so as to be valid for a period of not less than 90 days beyond the agreement expiration date. Prior to logging, the purchaser shall make payment to the TSA of **14%** of the bid sum for cutting section #1, **18%** of the bid sum for cutting section #2, or **68%** of the bid sum for cutting section #3. This timber is FSC® 100% according to Scientific Certification Systems registration number SCS-FM/COC-00130N and SFI certified according to Scientific Certification Systems certificate code SCS-SFI/FM-00130N.

This timber was inspected on _____, 20 ____.

Employer Identification No. _____.

Soc. Sec. No. (If no E.I. No.) _____.

Jacob Swarey
Name of Bidder (Typed or Printed)

Incorporated: (Yes or No) _____

Jacob Swarey
Signature

Under _____ law.
(State)

667 Deemer Rd
Address

Jackson OH 45640
Telephone

BIDS RECEIVED WITHOUT BID DEPOSIT SHALL BE REJECTED.

BID

Bid Opening: May 4, 2023 at 3:00 P.M. in Chillicothe

Ohio Department of Natural Resources
Division of Forestry
345 Allen Avenue
Chillicothe, Ohio 45601

Contract Number: 2309

Gentlemen:

I hereby bid the lump sum of \$ 112,460⁰⁰ for an
(I or We)

estimated **237,194 board feet** International 1/4" rule of hardwood sawtimber and **587 tons** of hardwood pulpwood on **47 acres** in compartments **C-3/5** of **Pike State Forest, Mifflin Township, Pike County, Ohio**. I am enclosing a check for \$5,000.00 with my bid to be used as a bid guarantee deposit. It is understood that if I am the successful bidder, I shall sign a Timber Sale Agreement within thirty days of notice or the Division of Forestry shall retain the **\$5,000.00** bid deposit. It is further understood that the **\$5,000.00** will be applied toward the first timber sale payment. **A Timber Sale Agreement shall be signed within thirty (30) days of the date of notification, at which time the logger shall submit a performance bond in an amount equal to 25% of the amount of the highest valued cutting section as determined by the bid with a minimum of \$5,000.00 and a maximum of \$25,000.00.** Performance bonds will be accepted in the form of surety bonds, United States government securities, negotiable certificates of deposit, irrevocable letters of credit, or cash (checks or money orders). Bonds shall be written so as to be valid for a period of not less than 90 days beyond the agreement expiration date. Prior to logging, the purchaser shall make payment to the TSA of **14%** of the bid sum for cutting section #1, **18%** of the bid sum for cutting section #2, or **68%** of the bid sum for cutting section #3. This timber is FSC® 100% according to Scientific Certification Systems registration number SCS-FM/COC-00130N and SFI certified according to Scientific Certification Systems certificate code SCS-SFI/FM-00130N.

This timber was inspected on May 3, 20 23

Employer Identification No. 27-2529134

Soc. Sec. No. (If no E.I. No.) _____

Crawford's Logging Inc Adrian
Name of Bidder (Typed or Printed) Crawford

Incorporated: (Yes) or (No) _____

Adrian
Signature

Under OHIO law.
(State)

1838 Sandy Rd Chillicothe OH
Address 45601

(231) 342-0304
Telephone

BIDS RECEIVED WITHOUT BID DEPOSIT SHALL BE REJECTED.

BID

Bid Opening: May 4, 2023 at 3:00 P.M. in Chillicothe

Ohio Department of Natural Resources
Division of Forestry
345 Allen Avenue
Chillicothe, Ohio 45601

Contract Number: 2309

Gentlemen:

We hereby bid the lump sum of \$ 95,097.⁰⁰/_{XX} for an
(I or We)

estimated **237,194 board feet** International ¼" rule of hardwood sawtimber and **587 tons** of hardwood pulpwood on **47 acres** in compartments **C-3/5** of **Pike State Forest, Mifflin Township, Pike County, Ohio**. I am enclosing a check for \$5,000.00 with my bid to be used as a bid guarantee deposit. It is understood that if I am the successful bidder, I shall sign a Timber Sale Agreement within thirty days of notice or the Division of Forestry shall retain the **\$5,000.00** bid deposit. It is further understood that the **\$5,000.00** will be applied toward the first timber sale payment. **A Timber Sale Agreement shall be signed within thirty (30) days of the date of notification, at which time the logger shall submit a performance bond in an amount equal to 25% of the amount of the highest valued cutting section as determined by the bid with a minimum of \$5,000.00 and a maximum of \$25,000.00.** Performance bonds will be accepted in the form of surety bonds, United States government securities, negotiable certificates of deposit, irrevocable letters of credit, or cash (checks or money orders). Bonds shall be written so as to be valid for a period of not less than 90 days beyond the agreement expiration date. Prior to logging, the purchaser shall make payment to the TSA of **14%** of the bid sum for cutting section #1, **18%** of the bid sum for cutting section #2, or **68%** of the bid sum for cutting section #3. This timber is FSC® 100% according to Scientific Certification Systems registration number SCS-FM/COC-00130N and SFI certified according to Scientific Certification Systems certificate code SCS-SFI/FM-00130N.

This timber was inspected on 4-27, 2023.

Employer Identification No. 27-3438111.

Soc. Sec. No. (If no E.I. No.) _____.

Ohio Valley Veneer
Name of Bidder (Typed or Printed)

Incorporated: Yes or No _____

Shawn Dragg
Signature

Under Ohio law.
(State)

165 No Name Road Pikeston, Ohio 45661
Address

740 835 7048
Telephone

BIDS RECEIVED WITHOUT BID DEPOSIT SHALL BE REJECTED.

BID

Bid Opening: May 4, 2023 at 3:00 P.M. in Chillicothe

Ohio Department of Natural Resources
Division of Forestry
345 Allen Avenue
Chillicothe, Ohio 45601

Contract Number: 2309

Gentlemen:

_____ hereby bid the lump sum of \$ 147,000, ⁰⁰/₁₀₀ for an
(I or We)

estimated **237,194 board feet** International ¼" rule of hardwood sawtimber and **587 tons** of hardwood pulpwood on **47 acres** in compartments **C-3/5** of **Pike State Forest, Mifflin Township, Pike County, Ohio**. I am enclosing a check for \$5,000.00 with my bid to be used as a bid guarantee deposit. It is understood that if I am the successful bidder, I shall sign a Timber Sale Agreement within thirty days of notice or the Division of Forestry shall retain the **\$5,000.00** bid deposit. It is further understood that the **\$5,000.00** will be applied toward the first timber sale payment. **A Timber Sale Agreement shall be signed within thirty (30) days of the date of notification, at which time the logger shall submit a performance bond in an amount equal to 25% of the amount of the highest valued cutting section as determined by the bid with a minimum of \$5,000.00 and a maximum of \$25,000.00.** Performance bonds will be accepted in the form of surety bonds, United States government securities, negotiable certificates of deposit, irrevocable letters of credit, or cash (checks or money orders). Bonds shall be written so as to be valid for a period of not less than 90 days beyond the agreement expiration date. Prior to logging, the purchaser shall make payment to the TSA of **14%** of the bid sum for cutting section #1, **18%** of the bid sum for cutting section #2, or **68%** of the bid sum for cutting section #3. This timber is FSC® 100% according to Scientific Certification Systems registration number SCS-FM/COC-00130N and SFI certified according to Scientific Certification Systems certificate code SCS-SFI/FM-00130N.

This timber was inspected on _____, 20 ____.

Employer Identification No. _____.

Soc. Sec. No. (If no E.I. No.) _____.

James - BRAY
Name of Bidder (Typed or Printed)

Incorporated: (Yes or No) _____

James Bray
Signature

Under _____ law.
(State)

Address
740-703-7891
Telephone

BIDS RECEIVED WITHOUT BID DEPOSIT SHALL BE REJECTED.

BID

Bid Opening: May 4, 2023 at 3:00 P.M. in Chillicothe

Ohio Department of Natural Resources
Division of Forestry
345 Allen Avenue
Chillicothe, Ohio 45601

Contract Number: 2309

Gentlemen:

I hereby bid the lump sum of \$ \$ 66,501.00 for an
(I or We)

estimated **237,194 board feet** International 1/4" rule of hardwood sawtimber and **587 tons** of hardwood pulpwood on **47 acres** in compartments **C-3/5** of **Pike State Forest, Mifflin Township, Pike County, Ohio**. I am enclosing a check for \$5,000.00 with my bid to be used as a bid guarantee deposit. It is understood that if I am the successful bidder, I shall sign a Timber Sale Agreement within thirty days of notice or the Division of Forestry shall retain the \$5,000.00 bid deposit. It is further understood that the \$5,000.00 will be applied toward the first timber sale payment. **A Timber Sale Agreement shall be signed within thirty (30) days of the date of notification, at which time the logger shall submit a performance bond in an amount equal to 25% of the amount of the highest valued cutting section as determined by the bid with a minimum of \$5,000.00 and a maximum of \$25,000.00.** Performance bonds will be accepted in the form of surety bonds, United States government securities, negotiable certificates of deposit, irrevocable letters of credit, or cash (checks or money orders). Bonds shall be written so as to be valid for a period of not less than 90 days beyond the agreement expiration date. Prior to logging, the purchaser shall make payment to the TSA of **14%** of the bid sum for cutting section #1, **18%** of the bid sum for cutting section #2, or **68%** of the bid sum for cutting section #3. This timber is FSC® 100% according to Scientific Certification Systems registration number SCS-FM/COC-00130N and SFI certified according to Scientific Certification Systems certificate code SCS-SFI/FM-00130N.

This timber was inspected on May 1st, 20 23.

Employer Identification No. 47-2709486.

Soc. Sec. No. (If no E.I. No.) _____.

Incorporated: (Yes or No) Yes

Under OHIO law.
(State)

Deep Woods LBR CO LLC
Name of Bidder (Typed or Printed)

Brandon K. Woodbury
Signature

2027 Williams Rd. Pickett, Ohio
Address

740-835-1584
Telephone

BIDS RECEIVED WITHOUT BID DEPOSIT SHALL BE REJECTED.

Bid Prospectus

State Forest Timber for Sale

Date: April 6, 2023

Contract Number: 2309

The Ohio Department of Natural Resources, Division of Forestry, 345 Allen Avenue, Chillicothe, OH, 45601 (“ODNR”) offers for sale an estimated **237,194 board feet** International ¼” rule of hardwood sawtimber and **587 tons** of hardwood pulpwood on **47 acres** in compartments **C-3/5** of **Pike State Forest** (the “State Forest”), **Mifflin Township, Pike County, Ohio.** (See Attachment A) The bid opening shall be on **May 4, 2023 at 3:00 p.m.** (the “Bid Opening Date”) in Chillicothe.

Certification Statements:

Scientific Certification Systems registration number SCS-FM/COC-00130N indicates that the stumpage timber listed below comes from a forest that is Well-managed according to strict environmental, social and economic standards according to the principles and criteria approved by the Forest Stewardship Council® (FSC®). State forest timber is certified as FSC 100%.

Scientific Certification Systems certificate code SCS-SFI-FM-00130N indicates that the stumpage timber listed below comes from a forest that has been assessed and found to be in conformance to the Sustainable Forestry Initiative (SFI): 2015-2019. State Forest timber is 100% SFI certified

Timber Estimate:

<u>Species</u>	<u>No. of Trees</u>	<u>Avg. DBH</u>	<u>Bd. Ft. Volume</u>	<u>Species</u>	<u>No. of Trees</u>	<u>Avg. DBH</u>	<u>Bd. Ft. Volume</u>
Yellow-poplar	198	24	97,561	N. Red Oak	9	20	2,668
Hard Maple	374	18	53,258	Black Cherry	7	20	2,432
White Oak	104	24	32,365	Black Oak	5	24	2,391
Chestnut Oak	96	18	19,554	Hickory	11	18	2,192
Soft Maple	105	16	17,278	Ash	5	20	1,043
Beech	45	20	6,135	Black Walnut	1	22	316
				Total	960	20	237,194

Hardwood Pulpwood: 527 trees, 12" avg. dbh, 587 tons including tops

Cull: 44 trees, 18" avg. dbh

Sawtimber volume estimated in trees greater than or equal to a minimum 14” DBH and 10” top DIB with a minimum length of 8 feet and reasonably straight and sound. Any trees with less than 50% net sound volume is considered cull. Pulpwood volume was estimated in trees with a minimum 6” DBH and 4” top DIB with a minimum length of 12 feet and in the tops of sawtimber trees. Timber volume in Cutting Sections #1 and #2 was estimated with 100% tally. Timber volume in Cutting Section #3 was estimated with systematic sampling.

Cutting Section #1: 11 acre selection

<u>Species</u>	<u>No. of Trees</u>	<u>Avg. DBH</u>	<u>Bd. Ft.</u>	<u>Species</u>	<u>No. of Trees</u>	<u>Avg. DBH</u>	<u>Bd. Ft.</u>
Soft Maple	47	18	12,788	Yellow-poplar	2	24	1,384
Hard Maple	78	16	12,727	Hickory	3	20	776
Black Cherry	7	20	2,432	Ash	2	20	348
Black Oak	3	26	1,599	White Oak	1	20	256
				Total	143	18	32,311

Hardwood Pulpwood: 80 trees, 10" avg. dbh, 88 tons including tops

Cull: 16 trees, 18" avg. dbh

Cutting Section #2: 17 acre thinning

<u>Species</u>	<u>No. of Trees</u>	<u>Avg. DBH</u>	<u>Bd. Ft.</u>	<u>Species</u>	<u>No. of Trees</u>	<u>Avg. DBH</u>	<u>Bd. Ft.</u>
Chestnut Oak	96	18	19,554	Soft Maple	9	16	905
White Oak	50	20	15,629	Black Oak	2	22	792
N. Red Oak	9	20	2,668	Ash	3	20	695
Hickory	8	18	1,416	Black Walnut	1	22	316
Hard Maple	7	18	1,362				
				Total	185	18	43,337

Hardwood Pulpwood: 181 trees, 10" avg. dbh, 122 tons including tops

Cull: 13 trees, 16" avg. dbh

Cutting Section #3: 19 acre deferment

<u>Species</u>	<u>No. of Trees</u>	<u>Avg. DBH</u>	<u>Bd. Ft.</u>	<u>Species</u>	<u>No. of Trees</u>	<u>Avg. DBH</u>	<u>Bd. Ft.</u>
Yellow-poplar	196	24	96,177	Beech	45	20	6,135
Hard Maple	289	18	39,169	Soft Maple	49	16	3,585
White Oak	53	26	16,480				
				Total	632	20	161,546

Hardwood Pulpwood: 266 trees, 12" avg. dbh, 377 tons including tops

Cull: 15 trees, 18" avg. dbh

Timber to Be Sold:

This sale contains three cutting sections ("Cutting Section #1") as shown on Attachment A. Cutting Section #1 is a selection. Cutting Section #2 is a thinning. Cutting Section #3 is a deferment. The sale boundary on Cutting Sections #1 and #2 is marked with **single** spots of **orange** paint. The sale boundary on Cutting Section #3 is marked with **single** spots of **blue** paint. The paint is facing into the sale area. The state forest boundary is marked with single spots of yellow paint. The sale boundary trees and the state forest boundary trees are not part of the sale and shall not be cut or damaged. Trees to be cut in Cutting Sections #1 and #2 are marked with a **blue** painted slash (/) on the uphill side. Trees to be retained in Cutting Section #3 are marked with a **blue** painted slash (/) on the uphill side. All unmarked trees in Cutting Section #3 greater than 2" dbh shall be cut except for any shagbark or shellbark hickories and any large snags that do not pose a safety hazard to the contractor.

Sale Payment:

The sale will be by lump sum bid. The sale will be handled by cutting section control. If the sale encompasses

more than one Cutting Section, one Cutting Section must be paid for, cut, and restored before starting the next. The successful bidder must sign a Timber Sale Agreement (the "Agreement") in the form of Attachment C hereto within thirty (30) days of receipt of notice of the winning bid, at which time the successful bidder shall also submit a performance security in an amount equal to **25%** of the value of the largest Cutting Section (if more than one) as determined by the amount of the bid, with a minimum bond amount of \$5,000.00 and a maximum of \$25,000.00. Performance security will be accepted in the form of surety bonds, United States government securities, negotiable certificates of deposit, irrevocable letters of credit, cashier's checks or money orders. Bonds shall be written so as to be valid for a period of not less than 90 days beyond the Agreement termination date. Prior to the commencement of logging operations, the buyer shall make payment to ODNR's timber sale administrator ("TSA") of **14%** of the bid sum for Cutting Section #1; **18%** of the bid sum for Cutting Section #2; or **68%** of the bid sum for Cutting Section #3. **Regardless of the status of the individual Cutting Section payments, payment in full is required prior to May 31, 2024. Failure to make this payment within the required period will result in the forfeiture of the unpaid for portion of the Agreement and the \$5,000.00 Bid Deposit.**

Sale Duration:

All terms of the Agreement shall be completed by the Termination Date of the Agreement. **Timber sale payments are non-refundable and failure to complete logging operations and restoration by the Termination Date will result in the forfeiture of the payment and the right to cut the remaining portion of the timber subject to this Prospectus.**

The Agreement does not take effect, and logging operations may not start until the Agreement has been signed by the Chief of ODNR's Division of Forestry (the "Chief") and a notice to proceed is issued by ODNR. Expect at least four (4) weeks from the date the Agreement is signed by the Chief until a notice to proceed is issued; however, the actual time may be less.

Bidding Policy:

A bid deposit of **\$5,000.00** shall be submitted with the completed bid form. Personal or company checks are acceptable but must be dated within 6 months prior to the bid opening date. The successful bidder's bid deposit shall be retained and applied toward the first sale payment. The unsuccessful bidders' deposits shall be returned after bid opening. Bids received without the bid deposit check shall be rejected. Please submit your bids in the supplied envelope, or an envelope with **Contract #2309** clearly marked on the front outside of the envelope. **A bid must be received by mail or hand delivery no later than the date and time of the Bid Opening Date. All bids received after the date and time of the Bid Opening Date will be rejected.**

The act of bidding indicates an implied commitment to sign the Agreement. If the successful bidder declines or is unable to sign the Agreement, then ODNR shall retain the entire bid deposit of the successful bidder.

A buyer and the logger for a buyer who fails to perform the Agreement in accordance with its terms shall have all bids for future timber sales rejected for at least one (1) year from the termination date of the Agreement.

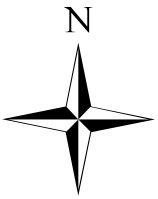
ODNR reserves the right to refuse any or all bids.

Finding for Recovery:

Ohio Revised Code (O.R.C.) Section 9.24 prohibits the State from awarding a contract to any bidder against whom the Auditor of State has issued a finding for recovery if the finding for recovery is “unresolved” at the time of award. By submitting a bid, bidder warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under O.R.C. 9.24, prior to the award of any contract arising out of this bid, without notifying the Agency of such finding. If the warranty was false on the date the parties signed this Agreement, this Agreement is void and shall be treated as if it never existed.

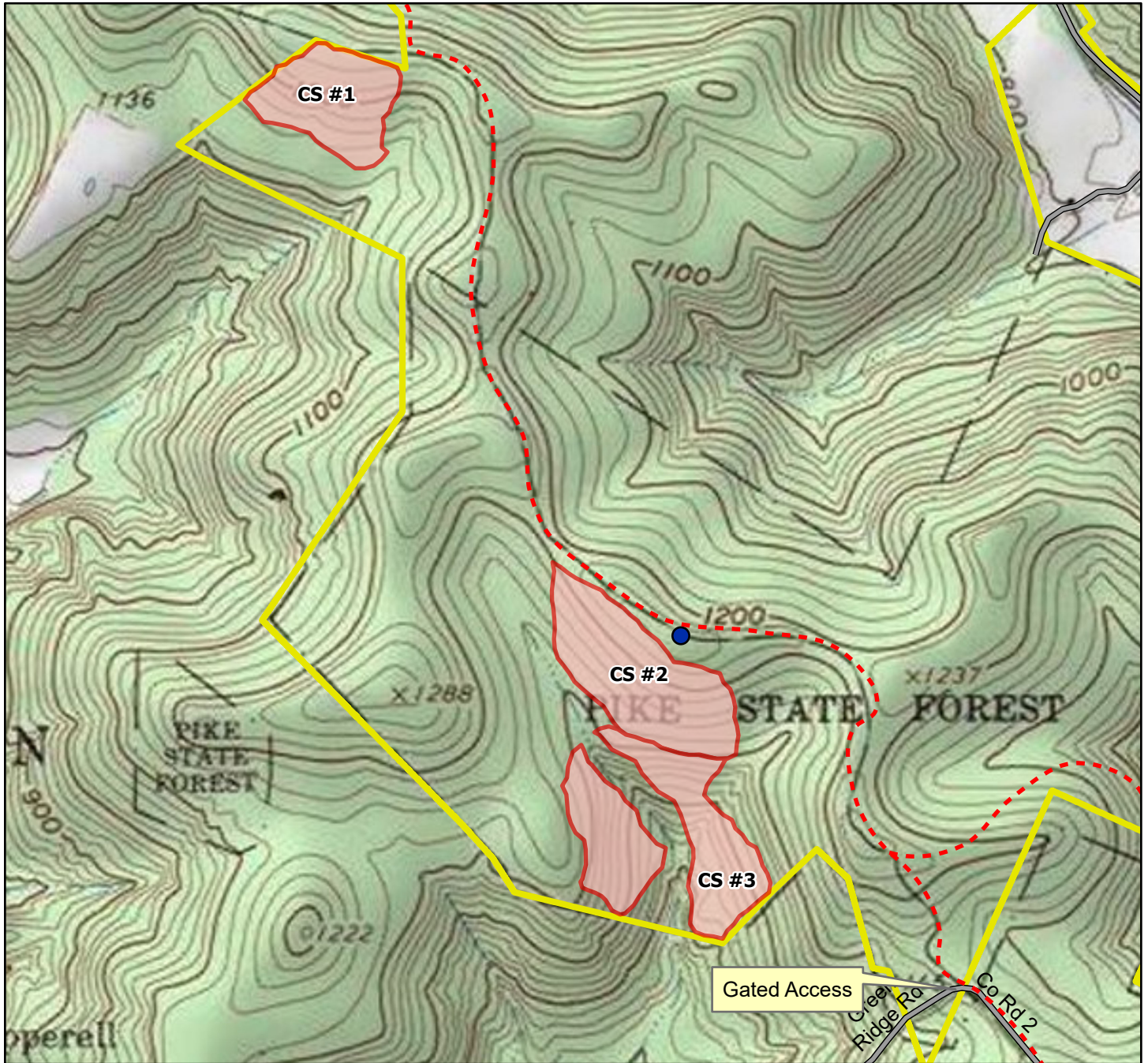
Disclaimer:

This timber sale was marked and cruised by the ODNR, Division of Forestry. All information within this Prospectus is accurate to the best of the ODNR's knowledge and is provided for the bidder's general knowledge. However, ODNR does not guarantee the accuracy of the information provided herein. ODNR urges all prospective bidders to examine the timber sale area and make their own inspection and timber estimates prior to bidding. For further information and timber inspection, contact **Pike State Forest; 334 Lapperell Rd.; Latham, OH 45646; (740) 493-2441 OR ODNR Division of Forestry, Southern District Headquarters; 345 Allen Ave.; Chillicothe, OH 45601; (740) 672-2305.**

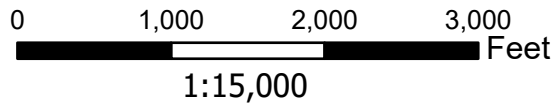


Ohio Department of Natural Resources
Division of Forestry
2309 Timber Sale Map
Pike State Forest

Attachment A
Pike County
Mifflin Township



-  Cutting Section
-  Bridle Trail
-  Backpack Trail
-  Roads
-  Special Site
-  Forest Boundary

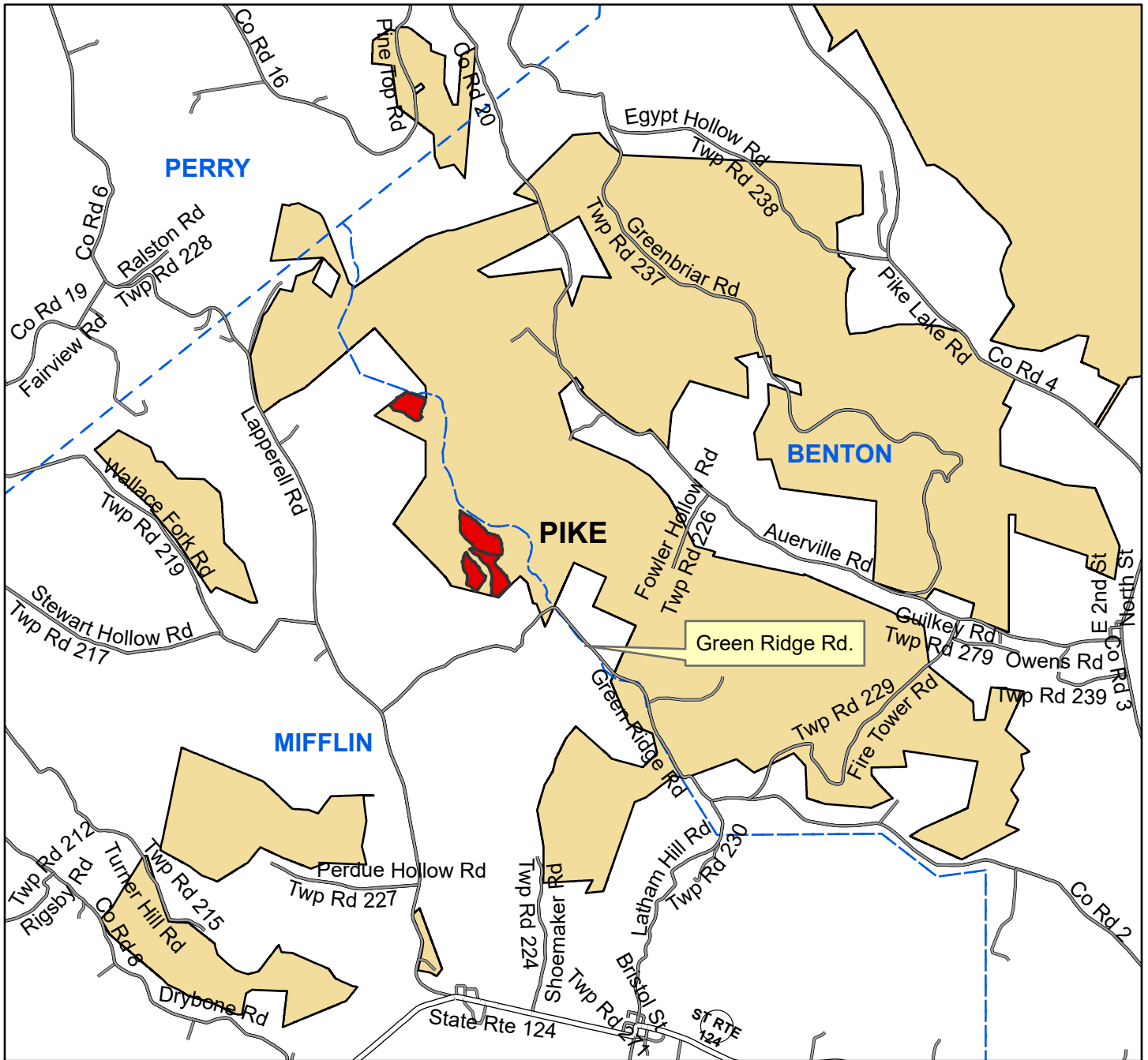


CS 1: 11 ac Selection
CS 2: 17 ac Thinning
CS 3: 19 ac Deferment

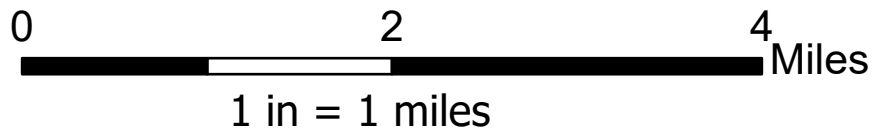
Ohio Department of Natural Resources
Division of Forestry
2309 Timber Sale Map
Pike State Forest

Attachment B

Pike County
Mifflin Township



-  Cutting Section
-  Roads
-  County
-  Township
-  Forest Boundary



BID

Bid Opening: May 4, 2023 at 3:00 P.M. in Chillicothe

Ohio Department of Natural Resources
Division of Forestry
345 Allen Avenue
Chillicothe, Ohio 45601

Contract Number: 2309

Gentlemen:

_____ hereby bid the lump sum of \$ _____ for an
(I or We)

estimated **237,194 board feet** International ¼” rule of hardwood sawtimber and **587 tons** of hardwood pulpwood on **47 acres** in compartments **C-3/5** of **Pike State Forest, Mifflin Township, Pike County, Ohio**. I am enclosing a check for \$5,000.00 with my bid to be used as a bid guarantee deposit. It is understood that if I am the successful bidder, I shall sign a Timber Sale Agreement within thirty days of notice or the Division of Forestry shall retain the **\$5,000.00** bid deposit. It is further understood that the **\$5,000.00** will be applied toward the first timber sale payment. **A Timber Sale Agreement shall be signed within thirty (30) days of the date of notification, at which time the logger shall submit a performance bond in an amount equal to 25% of the amount of the highest valued cutting section as determined by the bid with a minimum of \$5,000.00 and a maximum of \$25,000.00.** Performance bonds will be accepted in the form of surety bonds, United States government securities, negotiable certificates of deposit, irrevocable letters of credit, or cash (checks or money orders). Bonds shall be written so as to be valid for a period of not less than 90 days beyond the agreement expiration date. Prior to logging, the purchaser shall make payment to the TSA of **14%** of the bid sum for cutting section #1, **18%** of the bid sum for cutting section #2, or **68%** of the bid sum for cutting section #3. This timber is FSC® 100% according to Scientific Certification Systems registration number SCS-FM/COC-00130N and SFI certified according to Scientific Certification Systems certificate code SCS-SFI/FM-00130N.

This timber was inspected on _____, 20 ____.

Employer Identification No. _____.

Soc. Sec. No. (If no E.I. No.) _____.

Name of Bidder (Typed or Printed)

Incorporated: (Yes or No) _____

Signature

Under _____ law.
(State)

Address

Telephone

BIDS RECEIVED WITHOUT BID DEPOSIT SHALL BE REJECTED.

Timber Sale Agreement
Ohio Department of Natural Resources
Division of Forestry

Agreement No.: 2309

THIS TIMBER SALE AGREEMENT is made and entered into by and between the State of Ohio, Department of Natural Resources, Division of Forestry (“ODNR”) acting by and through the Chief of the Division of Forestry (“Chief”) pursuant to Section 1503.05 of the Ohio Revised Code and _____ of the following address: _____ hereinafter referred to as the "Buyer".

WHEREAS, ODNR is the owner of standing timber located in **Pike** State Forest (the “State Forest”) within an area of approximately **47** acres located in **Mifflin** Township, **Pike** County, State of Ohio; and

WHEREAS, Buyer desires to purchase from ODNR all of the merchantable trees marked or designated by ODNR in the above-described area of the State Forest; and

WHEREAS all terms of the Bid Prospectus (the “Prospectus”) bearing the same agreement number shall be a part of this Agreement.

NOW THEREFORE, ODNR and Buyer, intending to be legally bound, covenant and agree to the following terms and conditions:

- 1. TIMBER SALE ADMINISTRATOR.** ODNR shall be represented as to all matters contemplated in this Agreement by a timber sale administrator (“TSA”) designated by the Chief. The Chief may from time to time change the TSA through written notice to Buyer made in accordance with this Agreement.
- 2. LOGGER.** Buyer intends to contract, with ten days notice prior to harvest, with _____ of _____ (Email: _____); (Telephone No. _____) (“Logger”) to perform the logging operations contemplated by this Agreement. The Logger must be a “Master Logging Company” or “Master Logger” as designated by the Ohio Forestry Association. Before commencing any logging operations Buyer must obtain the approval of Logger by ODNR. Buyer shall notify ODNR of any changes in the identity or contact information of Logger. If Buyer changes the Logger, Buyer must obtain ODNR’s approval of the replacement Logger. Logger shall be the agent of Buyer for all logging operations and Buyer shall be liable for all acts, and failures to act, by Logger. Any notice or communication pertaining to logging operations delivered to Logger shall be deemed to be received by Buyer.
- 3. DESIGNATION OF CUTTING SECTIONS.** ODNR shall designate the areas on which Buyer shall be permitted to conduct logging operations, cut trees subject to sale under this Agreement (the “Merchantable Trees”), and harvest the timber from said Merchantable Trees. The one or more such areas shall be referred to herein as the “Cutting Section(s).” The Cutting Sections subject to this Agreement are located within Division of Forestry compartment No. C-3/5, as shown in “Attachment A”, incorporated

herein. The boundaries of the Cutting Sections shall be physically marked by spots of paint on trees facing into the Cutting Sections. State Forest boundaries shall be physically marked by yellow paint. The boundary trees so marked **shall not be** part of the Cutting Sections subject to the sale contemplated by this Agreement.

4. **DESIGNATION OF TREES.** The TSA shall mark on the uphill side all Merchantable Trees in the Cutting Sections subject to sale and logging, including sawtimber trees and pulpwood trees. A sawtimber tree is a Merchantable Tree when it will produce one or more sound logs 8 feet or more in length and 10 inches or more in diameter inside the bark at the small end. The total timber to be harvested from Merchantable Trees is estimated to be **237,194** board feet International ¼ rule of hardwood sawtimber, **587** tons of hardwood pulpwood, and **44** cull trees not estimated for volume or product. Buyer shall be responsible for preserving evidence of the TSA's marking on Merchantable Trees.
5. **PURCHASE.** Buyer hereby purchases the Merchantable Trees. Buyer agrees to pay a total sum of \$ (the "Purchase Price") for the Merchantable Trees, by checks made payable to "ODNR, Division of Forestry" totaling **and 00/100 (\$)** dollars and delivered to the TSA or to such other depository or officer as may be designated by the TSA, on the following timetable: Prior to logging Cutting Section #1, a payment of \$ shall be made; prior to logging Cutting Section #2, a payment of \$ shall be made; prior to Cutting Section #3, a payment of \$ shall be made. The \$5,000.00 bid deposit shall be applied to the payment for the first Cutting Section.
6. **TERMINATION DATE.** All obligations of Buyer under this Agreement shall be satisfied and completed on or before **March 31, 2025** (the "Termination Date"). Upon the written request of Buyer, ODNR may, in its sole discretion, extend the Termination Date. Buyer shall pay an additional Purchase Price of \$1,000.00 for each full, or part of a, month that the Termination Date is extended, unless ODNR determines, in its sole discretion, that the delay in Buyer's performance hereunder was caused by events or circumstances beyond the control of Buyer. The months of January, February, March, and December shall not be included for the purposes of applying the additional Purchase Price. Unless an extension of time is granted in writing by ODNR, the right, title, and interest to any Merchantable Trees which have not been removed from the Cutting Section, by the Termination Date, shall revert to the ODNR without compensation or refund to the Buyer.
7. **CERTIFICATION STATEMENTS.**
 - (a.) **Scientific Certifications Systems.** Scientific Certification Systems registration number SCS-FM/COC-00130N indicates that the stumpage timber covered by this Agreement comes from a forest that is well-managed according to strict environmental, social and economic standards according to the principles and criteria approved by the Forest Stewardship Council® (FSC®). The timber covered by this Agreement is FSC 100%.

- (b.) **Scientific Certifications Systems.** Scientific Certification Systems certificate code SCS-SFI-FM-00130N indicates that the stumpage timber covered by this Agreement comes from a forest that has been assessed and found to be in conformance to the Sustainable Forestry Initiative (SFI): 2015-2019. The timber covered by this agreement is 100% SFI certified.
- (c.) **Chain-of-Custody Certificate.** Buyer may make a claim of certified timber entering the marketplace if Buyer holds a valid chain-of-custody certificate. If Buyer does not hold a valid chain-of-custody certificate, then Buyer may not make claims of certified timber entering the marketplace and may not use the ODNR's certificate numbers in any way.
8. **TITLE.** All right, title, and interest in and to timber in each Cutting Section purchased under this Agreement shall pass to Buyer upon payment for the timber in each respective Cutting Section. Title to any timber purchased under this Agreement that has been paid for, but not removed from the Cutting Section by Buyer on or prior to Termination Date, shall remain in ODNR.
9. **INDEMNIFICATION; INSURANCE.**
- (a.) **Indemnification.** Buyer hereby agrees to hold ODNR and the State of Ohio harmless and indemnify ODNR and the State of Ohio for any and all claims and liability for personal injury, including death, property damage, economic injury, fines and penalties made by third parties against Buyer, Buyer's representatives or agents, Logger or ODNR, arising from or connected with the activities of Buyer under this Agreement, provided that any liability, claim or obligation, in law or in equity, directly between ODNR, the State of Ohio and Buyer, shall be determined in accordance with applicable Ohio Law. In no event shall either party be liable to the other party for indirect, special or punitive damages or lost profits. Claims indemnified against pursuant to this paragraph shall include any claims made under the Fair Labor Standards Act or under other federal or state law involving wages, overtime or employment matters. Buyer shall bear all costs associated with defending ODNR and the State of Ohio against any claims.
- (b.) **Insurance.** In conjunction herewith, Buyer agrees, at its own cost, to procure and continue in force at all times that this Agreement is in effect, in its name, commercial general liability insurance against any and all claims for injuries to persons, damage to property and environmental hazards occurring or arising out of Buyer's obligations set forth herein. Such insurance shall at all times be in an amount not less than One Million Dollars (\$1,000,000) on account of bodily injury to or death of one (1) person, and Two Million Dollars (\$2,000,000) on account of bodily injuries or death of more than one (1) person as a result of any one (1) accident or disaster, and One Million Dollars (\$1,000,000) for property damage or environmental hazards in any one (1) accident. Such insurance shall be written by a company or companies authorized to engage in the business of general liability insurance in the State of Ohio with an A.M. Best rating of at least "A" or be

otherwise approved in writing by ODNR. Any insurance policy required hereunder shall include an endorsement naming ODNR and the State of Ohio as additional insureds. Prior to the effective date of this Agreement, Buyer shall provide ODNR with (i) a copy of such endorsement and (ii) a certificate reflecting the coverage of the policy, each in a form acceptable to ODNR in its sole discretion. Buyer shall provide written notice to ODNR no less than thirty (30) days prior to a cancellation, non-renewal, expiration or material alteration of the coverage contained in any policy required hereunder, and shall provide to ODNR evidence of continuing coverage of any required policy no less than thirty (30) days prior to its expiration.

- (c.) **Waiver.** To the fullest extent permitted by applicable law, Buyer waives all rights against ODNR and its agents and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance. All policies shall accomplish the waiver of subrogation by endorsement or otherwise.

10. LOGGING OPERATIONS.

- (a.) **Preliminary Meeting.** Prior to the commencement of logging operations, a meeting shall be held between Buyer, Logger, and the TSA to discuss the sale layout and logging operation. Buyer must obtain the approval of the TSA for the location of skid trails, log decking areas, and haul roads in the Cutting Sections. Buyer must also obtain the approval of the TSA for haul roads to and from the Cutting Sections over the land of the State Forest and any activities or disturbance that may occur on the land of the State Forest. Only skid trails, log decking area areas and haul roads approved by the TSA shall be used by Buyer. Also prior to logging, a Notice of Intent (“NOI”) and a Timber Harvest Plan (“THP”) shall be completed for submission to the county Soil and Water Conservation District. Buyer shall notify the TSA at least two business days prior to the commencement of any logging operations or soil disturbance activities in the Cutting Sections or on State Forest lands.
- (b.) **Master Logger.** Buyer must have a master logger on site while any logging operations are being conducted.
- (c.) **Protective Gear.** Buyer shall require all personnel to use all necessary personal protective equipment while working on State Forest land. In addition, Buyer shall have a hazardous material spill kit on-site at all times while logging operations are ongoing.
- (d.) **Erosion Control.** Erosion control best management practices (“BMPs”) shall be used as necessary and/or as directed by the TSA and as described in BMPs for Erosion Control for Logging Practices in Ohio, OSU Bulletin 916. Buyer shall supply and apply all site rehabilitation materials. If logging ceases or equipment is removed from the Cutting Sections for 30 consecutive days or longer, Buyer shall install temporary erosion controls as directed by the TSA. At the closing of the sale, Buyer shall install permanent erosion controls as directed by the TSA. The

mixtures and rates shall be those listed for “skid trails and road cuts” (page 55) from BMPs for Erosion Control for Logging Practices in Ohio, OSU Bulletin 916 or as directed by the TSA. Buyer shall lime, fertilize, and seed all log decking areas, skid trails, and haul roads. Buyer shall mulch all log decking areas and any portions of skid trails with a slope greater than or equal to 20%. Other suitable materials may be used in place of mulch as an erosion control with prior approval by the TSA. Additional mulching and/or fertilizer may be required by the TSA at locations in Cutting Sections that have excessive disturbance or on trails within clearcut, shelterwood, or deferment areas.

- (e.) **Haul Road Construction.** Buyer shall purchase, deliver, and spread gravel of sufficient size as determined by the TSA, if it is required in order to continue logging operations. Stone shall be placed as directed by the TSA. Other materials or products may be used with prior approval of the TSA. If, in the opinion of the TSA, these materials do not provide sufficient stabilization of soil conditions, additional stone may be required. Buyer shall purchase and install culverts, fabric, or stream crossing devices as required. All of the aforementioned materials listed shall be the property of the ODNR upon the completion of logging operations and shall not be removed unless otherwise directed by the TSA.
- (f.) **Protection of Water Resources.** Logging equipment shall not be operated within the riparian areas in the drainage bottoms and skidders shall be kept a minimum of 50 feet from any intermittent streams. Any and all tops felled in intermittent or perennial streams shall be removed immediately. Streams may be crossed in accordance with BMPs but shall not be used as skidways or haul roads.
- (g.) **Schedule of Logging Operations.** Logging operations shall take place one Cutting Section at a time, with cutting and logging proceeding together in an order determined by Buyer, the Logger and TSA prior to the commencement of logging operations. When logging operations start in a Cutting Section they shall proceed in a constant manner, weather permitting, to completion. If Buyer removes its equipment from a Cutting Section for a period greater than 30 consecutive days, it shall be its responsibility to install water bars on all skid trails at locations designated by the TSA. Logging operations begun in any designated Cutting Section shall be completed in accordance with the terms of this Agreement and inspected and approved by the TSA before logging operations may begin in any other Cutting Section. Exceptions may be granted by the TSA for up to two calendar weeks to allow for site rehabilitation. After the TSA has issued a determination in writing that Buyer has complied satisfactorily with the requirements of this Agreement as to a specified Cutting Section, Buyer shall not be required to do additional logging or slash disposal work in that Cutting Section. ODNR and Buyer may enter into a separate agreement for pulpwood or firewood removal.
- (h.) **Logging Method.** Any method of logging other than by means of animals, motor trucks, farm or crawler tractors, hydraulic tree shears and rubber tired four-wheel-

drive skidders may be employed only with the advance written approval of the TSA. All trees shall be delimbed and topped before skidding. If, in the opinion of the TSA, excessive and/or unreasonable damage to unmarked or undesignated trees or to land shall result from the use of any one or a combination of logging methods or during periods of wet weather or wet ground conditions, the TSA may restrict or prohibit the use of such methods, or suspend all or part of the logging operations. Skidders shall be confined to marked skid trails for multiple log main haul skidding. Skidders may leave the marked skid trails for short distances to access individual trees as long as care is taken to minimize damage to trees that have not been marked as Merchantable Trees (“Undesignated Trees”) and soils. If in the opinion of the TSA, excessive damage to Undesignated Trees and soils may occur, skidder use may be restricted to marked trails.

- (i.) **Wet Weather Conditions.** Logging operations may proceed only if weather and ground conditions permit, according to wet-weather harvesting guidelines (available from ODNR) and with written approval from the TSA. The written approval shall provide the timing and conditions under which logging may proceed. This written approval may be suspended immediately by the TSA if weather or ground conditions change.
- (j.) **Logging Debris.** Logging debris at a log decking area shall be treated in accordance with the directions of the TSA which will generally include spreading within the Cutting Sections or hauling from State Forest land.
- (k.) **Sawmill Locations.** Portable sawmills will not be permitted on state forest property unless approved in writing by the Chief.
- (l.) **Private Lands.** Buyer shall be solely responsible for obtaining rights-of-ways over private land. Trees shall not be felled onto private land from the Cutting Section. If tops or logging debris fall onto private land, they shall be retrieved and brought back into the Cutting Section.
- (m.) **Protection of Utilities/Property.** All ditches, fences, power lines and telephone lines located within or immediately outside the boundaries of the State Forest lands shall be protected as far as possible during logging operations. If damaged, ditches and fences shall be repaired immediately by Buyer. Damage to telephone or power lines shall immediately be reported by Buyer to the owner of the lines. Roads, creeks, ditches and trails shall at all times be kept free of logs, tops, brush and debris resulting from Buyer’s logging operations, and any road or trail used by Buyer in connection with this Agreement that is damaged or injured beyond ordinary wear and tear through such use shall promptly be restored by Buyer to its original condition.
- (n.) **Protection of Threatened/Endangered Species.** Buyer shall not harvest timber specified in this Agreement if it is later determined that threatened or endangered species may be affected by the logging of timber in accordance with this

Agreement. ODNR agrees to negotiate in good faith with Buyer and refund the purchase price of timber not harvested because of threatened or endangered species concerns at the Market Price defined in Paragraph 14(a.).

- (o.) **Signs.** Buyer shall post a sign at the entrance to each Cutting Section visible from the public or State Forest road. The sign shall be posted by Buyer for the entire period of logging until the completion of rehabilitation of State Forest lands. The sign shall be provided by ODNR and mounted by Buyer as per the direction of the TSA. Buyer shall supply and install posts and a sheet of exterior plywood for mounting the sign which is expected to be about 2' by 3' in size. The wood portion of the sign shall be kept in a condition that is acceptable to the TSA. All materials shall be approved by the TSA prior to installation (Buyer shall keep all loading areas, logging camps, stables and other structures used in connection with this Agreement, and the grounds in their vicinity, in a clean, sanitary condition. All rubbish shall be removed from the State Forest lands. When abandoned, the Cutting Sections shall be restored as much as is practicable, to their original condition.
- (p.) **Restoring State Forest Lands.** Upon the completion of logging operations in any Cutting Section or portion thereof, Buyer shall, weather and ground conditions permitting and according to TSA direction, immediately clear and smooth skid trails, haul roads and log decking areas used or created by its operations and construct water diversions on trails and roads. The design and location of diversion structures shall be specified by the TSA.
- (q.) **Trails.** When felling trees within two tree lengths of a trail, a designated spotter shall be used along the trail. Any debris landing on the trail shall be cleaned up immediately to make the trail passable.
- (r.) **Expected Suspension Periods.** There shall be no logging during weekends, holidays, and Ohio Deer Gun Season unless otherwise approved by the TSA.

A cemetery is located near Cutting Section #2. Trees shall be felled away from the cemetery, and equipment shall remain inside the cutting section boundary as directed by the TSA.

11. FIRE PRECAUTIONS.

- (a.) **Liability for Fires.** Buyer shall use its best efforts to prevent and suppress forest fires on the State Forest lands and the vicinity and shall require its agents and employees to do likewise. Buyer shall be liable for all damages caused by a fire or fires started by its acts or those of its Logger.
- (b.) **Discontinuation of Operations.** During periods of exceptional fire emergency created by hazardous climatic conditions or otherwise, ODNR shall have authority to close down machines, or such portions of the logging operations as,

in its judgment, should be discontinued during the period of the emergency or until other emergency requirements are met by Buyer.

- (c.) **Burning of Waste Prohibited.** Logging or other waste shall not be burned on State Forest land, except for a warming fire in a burning barrel approved by the TSA. The barrel and its contents shall be removed and discarded from state forest land.

12. **BOND; SECURITY.** As a further guarantee of a faithful performance of the conditions of this Agreement Buyer shall deliver to ODNR a performance bond in the form of a surety bond, a United States government security, a negotiable certificate of deposit, an irrevocable letter of credit, a cashier's check, or a money order to the Division of Forestry in the sum of \$ _____ dollars. All monies or portion thereof paid under this Agreement may be retained by ODNR to the credit of the "State Forest Fund" and applied toward the satisfaction of Buyer's obligations hereunder without prejudice whatsoever to any other right or remedy of ODNR. If Buyer shall well and faithfully perform each and every condition of the Agreement; and indemnify ODNR against all damage suffered by failure to perform this Agreement according to the provisions hereof, then this obligation shall be void; otherwise the same shall remain in full force and effect. It is expressly understood and agreed that the liability of a surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

13. **BREACH; ENFORCEMENT.**

- (a.) **Termination.** If Buyer or Buyer's Logger should (1) persistently disregard the instructions of ODNR; (2) fail to perform logging operations in a manner consistent with the terms and conditions of this Agreement (specifically Section 10 of this Agreement); (3) refuse to remedy any deficiencies in the performance of logging operations (specifically Section 10 of this Agreement); (4) intentionally cut Undesignated Trees; (5) cause excessive damage to Undesignated Trees; (6) change or obscure any markings made by the TSA; or (7) in any manner fail to perform any provision, term or condition of this Agreement, then ODNR may:
 - (a.) immediately terminate Buyer's logging operations in the Cutting Sections;
 - (b.) cause the forfeiture of Buyer's bond or other security (as required in Section 12 herein), and apply the proceeds to correct deficiencies in Buyer's logging operations;
 - (c.) remedy such deficiencies by whatever method ODNR may deem expedient, and bill the costs thereof to Buyer. Buyer agrees to be liable for all such costs. The correction of defective or deficient work by ODNR shall not, however, constitute a release of Buyer or Buyer's Logger or subcontractors, from the obligation to perform logging operations in accordance with the Agreement.
- (b.) **Suspension of Logging Operations.** All operations on State Forest lands, including the removal of cut timber, may be suspended by written notice of the TSA if there is non-compliance with the terms and conditions of this Agreement or if current or forecasted weather conditions are likely to create non-compliance with terms of conditions of this Agreement in the TSA's judgment. In addition to

any other remedy available to the ODNR, partial or total bond forfeiture may be imposed if logging continues/proceeds after the TSA has suspended logging operations.

- (c.) **Disputes; Appeals.** Any dispute of any action taken or decision made by the TSA respecting this Agreement must be made in writing within fourteen (14) days of such action or decision to the district forest manager for the district in which the Cutting Sections are located. A decision made by the district forest manager may be appealed within fourteen (14) days of such decision to the Chief. The decision of the Chief shall be final as to the interpretation of the statutes, regulations and policies governing the sale, cutting and removal of the timber subject to this Agreement.

14. LIQUIDATED DAMAGES AND SCALING.

- (a.) **Market Price.** The market price (the "Market Price") for timber from cut or damaged Undesignated Trees shall be the value of the timber according to the most current Ohio Timber Price Report as applied to the butt log grade of the standing tree, using Purdue log grades and the Statewide Ohio High Range, Low Range and Mean stumpage prices by species for grades 1, 3 and 2 respectively. The veneer log within an Undesignated Tree shall be graded as a log and priced according to "Prices Paid for Delivered Sawlogs" Ohio Timber Price Report, by species, and Prime Grade High Range dollar amount.
- (b.) **Liquidated Damages.** Damage to or cutting of Undesignated Trees is likely to cause substantial silvicultural or other resource harm. In the event that unnecessary damage or cutting of Undesignated Trees occurs, Buyer shall pay as fixed, agreed, and stipulated damages ("Liquidated Damages") in an amount equal to twice the Market Price times the actual volume of timber, or an estimate of the volume of timber, calculated in accordance with Paragraph (e) below. Assessment and payment of Liquidated Damages, calculated in accordance with this paragraph, shall be in addition to and not as substitution for any other applicable legal remedies, civil or criminal, available to ODNR. The parties stipulate and agree that actual damage to the silviculture is not readily susceptible to calculation, and that the Liquidated Damages stated herein represent the parties' best, good faith effort to establish the amount of actual damages.
- (c.) **Unavoidable Damage.** If damage done to Undesignated Trees was unavoidable in the opinion of the TSA, then Buyer shall not be liable for the payment of Liquidated Damages but shall pay for timber from such Undesignated Trees so damaged based on the Market Price. If the total volume of timber from unavoidably damaged Undesignated Trees in any one cutting section exceeds ten percent (10%) of the total marked or estimated volume of timber from that Cutting Section then Buyer shall pay Liquidated Damages, calculated in accordance with Paragraph (b) above, for all damaged Undesignated Trees in the Cutting Section.

- (d.) **Standing Undesignated Trees.** Damaged standing Undesignated Trees shall be scaled when necessary by estimating diameter at 4-1/2 feet above the ground on the uphill side and the number of logs to the nearest half log. Damaged Undesignated Trees shall not be cut without the written consent and instruction of the TSA.
- (e.) **Estimate of Volume.** The volume estimate of any Undesignated Tree cut and removed in violation of the terms of this Agreement shall be derived by first measuring the stump of the Undesignated Tree. The average diameter at breast height on the uphill side (4.5 ft.) shall be determined for stumps of that diameter and the volume calculated from marking data compiled by the TSA for the sale under this Agreement.
- (f.) **Scaling of Sawlogs.** Sawlogs shall be scaled, when necessary, at the small end on the average diameter inside the bark to the nearest inch. The maximum scaling length shall be 16 feet; greater lengths will be scaled as two or more logs. Trimming allowance shall not exceed 4 inches; logs overrunning this allowance will be scaled at the next greater foot in length.
- (g.) **TSA List of Damages.** Upon the completion of logging but before the Termination Date, the TSA will provide to Buyer an itemized list of Undesignated Trees that were damaged in the logging of the Cutting Sections and an estimate of volume removed, indicating number of trees or logs, species, diameter, tree height or log length, Market Price, Liquidated Damages and sum of total of damages. Buyer shall pay all specified damages before the ODNR shall release the performance bond or other financial security paid in accordance with Section 12.
- (h.) **ODNR Option to Salvage.** In lieu of charging damages, the TSA may require that damaged Undesignated Trees be felled and skidded to the log decking area areas for salvage by the ODNR. Under such an option the TSA must be present while felling and skidding takes place.

15. MISCELLANEOUS PROVISIONS.

- (a.) **Equal Employment Opportunity.** Buyer agrees to abide by all applicable provisions of section 125.111 of the Ohio Revised Code. Buyer, in the performance of this Agreement, shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, military status, national origin, and ancestry. Buyer shall include this provision in all contracts with logging contractors.
- (b.) **Compliance with Law.** Buyer shall abide by all the applicable provisions of Ohio law relating to Workers' Compensation coverage, Child Labor Laws and any other applicable requirements.

- (c.) **Notices.** Except to the extent expressly provided otherwise in this Agreement, all notices, consents, and communications required under this Agreement (“Notice”) shall be in writing and shall be deemed to have been properly given when: (1) hand delivered with delivery acknowledged in writing; (2) sent by U.S. Certified mail, return receipt requested, postage prepaid; (3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or (4) sent by fax or email. Notices shall be deemed given upon receipt of it, and shall be sent to the following addresses:

Buyer:	ODNR: Division of Forestry Attn: Jared Craig 345 Allen Ave. Chillicothe, OH 45601
Email:	Email: Jared.Craig@dnr.ohio.gov
Telephone:	Telephone: 1-740-672-2305

Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices provided that notice of the address change is given to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

At all times during logging operations Buyer shall have a representative present who shall be authorized to receive, on behalf of Buyer, any or all notices and instructions in regard to work under the Agreement given by the TSA, and to take such action thereon as is required by the terms of this Agreement. Buyer shall notify the TSA of the name and telephone number of his representative.

- (d.) **Record Retention.** Buyer’s records relating to the measurement, weight or value of sawtimber or pulpwood sold from the Cutting Sections shall be open to inspection at any time by the TSA. Buyer shall retain all such records for three (3) years following the Termination Date.
- (e.) **Assignments.** This Agreement may not be assigned, nor duties hereunder delegated, until and unless the assignee provides the Chief with a performance bond or other security of the type and of the amount set forth in Section 12 below, guaranteeing full performance of this Agreement by the assignee. This Agreement shall not be assigned in whole or in part without written approval from the Chief. Any assignee shall be fully responsible for compliance with all terms and conditions of this Agreement, including the requirement of utilizing the services of a Master Logging Company or Master Logger at all times during logging operations.
- (f.) **Complete Agreement; Modification.** This Agreement, along with the Bid Prospectus, represents the full and complete agreement of the parties with

reference to the subject matter hereof. The conditions of sale are completely set forth in this Agreement, and none of its terms can be varied or modified except in writing by the Chief. No other person has been or will be given authority for this purpose.

- (g.) **Non-Appropriation and OBM Certification:** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is understood that ODNR's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.
- (h.) **Governing Law; Jurisdiction.** This Agreement and any claims arising in any way out of this Agreement shall be interpreted and governed under the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of State of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only a court of competent jurisdiction located in Franklin County, Ohio, and Buyer irrevocably consents to such jurisdiction.
- (i.) **Ohio Election Law.** Buyer hereby affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Ohio Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.
- (j.) **Ohio Ethics Law.** Buyer certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. Buyer understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- (k.) **Headings.** The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions.

IN WITNESS WHEREOF, the parties hereto have affixed their respective signatures, the effective date of execution being the date upon which the Chief signs this Agreement.

BUYER:

ODNR:

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

SAMPLE