

In submitting a quote, please deliver prior to **10:00 am June 5th, 2026:**

Salvage Timber Bid
Section 16, Township 2N, Range 15W

Bid for Salvage Timber on Tornado Damaged Area

In response to the notice of the Salvage Timber sale, _____ (I or We) offer \$_____ per ton for pine pulpwood, \$_____ per ton for pine chip-n-saw, \$_____ per ton for pine sawtimber, \$_____ per ton for hardwood pulpwood, and \$_____ per ton for hardwood sawtimber on a pay-as-cut basis, for all forest products designated for harvesting on the following Sections in Lamar County, Mississippi:

- Section 16, Township 2N, Range 15W (\pm 60 Acres)

If declared the successful bidder, _____ agrees to execute a contract of sale within 15 days from the receipt of notice from the Seller of the accepted bid. A Performance Bond in the amount of **\$500.00** will be provided at the signing of the contract in the form of a corporate check, cashier's check, certified check, or money order. This Performance Bond will be held by the Lamar County Schools to guarantee the faithful performance of each and every article of the Forest Products Sale Contract. Upon written notice of completion of the contract in full by the Buyer, the Seller will return the Performance Bond in full, less any money withheld as damages by the Seller. **It is further agreed that if the contract of sale is not executed, and performance bond is not furnished within 15 days, then the Lamar County School District reserves the right to consider the bid received null and void and seek additional bids for the above mentioned timber.**

Sincerely,

Bidder or Company Name

Signature of Bidder

Full Address

Telephone Number

Email Address

Date

SALVAGE FOREST PRODUCTS SALE CONTRACT

This contract made and entered into on this day by and between the **Lamar County School District**, party of the first part, hereinafter called the Seller and _____ party of the second part, hereinafter called the Buyer, WITNESSETH:

Article I. For and in consideration of the sum of \$_____ per ton for pine pulpwood, \$_____ per ton for pine chip-n-saw, \$_____ per ton for pine sawtimber, \$_____ per ton for hardwood pulpwood, and \$_____ per ton for hardwood sawtimber, the Seller hereby agrees to sell and the Buyer agrees to buy all forest products designated for removal by the Seller by September 30, 2026 on Section 16, Township 2 North, Range 15 West Lamar County, Mississippi.

Payment will be made on a weekly basis. Payment must be received by 5:00 p.m. on Monday on a weekly basis for forest products removed the previous week or at completion of harvesting, whichever comes first. Payment may be delayed for the first week of harvesting. Payment will be made for the actual volume cut from the tract. Buyer will furnish seller a copy of each Load Ticket as proof of purchase and the previous week's original Daily Load Report sheets. Payment for Timber harvested during the previous week shall then be computed based upon the Actual Volume (in Tons) and the applicable price per ton. Failure to comply will result in the forfeiture of the performance bond.

PAYMENT FOR ALL TIMBER PRODUCTS WILL BE MADE PAYABLE TO: Lamar County School District.
IN ADDITION, PAYMENT FOR TIMBER MUST BE ADDRESSED AND MAILED TO:
Mississippi Forestry Commission
P.O. Box 430
Wiggins, MS 39577

It shall be the Buyer's affirmative duty to accurately report on harvested timber. Therefore, the Buyer or the Buyer's Agent(s) will maintain a Daily Load Report. The Daily Load Report will contain the following information for each truck load: date and time of departure from the section; truck driver's name; timber product (ex: Pine Pulpwood, Pine Chip-n-saw, etc); delivery destination; ticket number and scale ticket number; and net load weight. The Buyer will provide the Seller and/or the Seller's Agent the opportunity to review the Daily Load Report and allow copies to be made at the Agent's request. The previous week's original Daily Load Reports will be submitted on Monday by 5:00 p.m.

The designated timber sale area (± 60 acres) runs through the section, and is distinguished by any and all down or damaged timber from the tornado. The areas are located in the southern half of section 16-T2N-R15W, bordered to the east by the section boundary line that is marked with orange paint. These boundary line trees are not to be cut.

See attached map.

All of the forest products covered by this contract, described and estimated below have been designated by the Seller in the following manner: ALL DOWNED or DAMAGED TIMBER ON THE ABOVE-DESCRIBED AREA OF SECTION 16-2N-15W.

The Buyer represents that he has inspected the sale area and familiarized himself with the kind, amount and quality of all products designated by the Seller and covered by this contract and assumes sole responsibility and risk for that inspection and the information that would be derived therefrom.

Part I – General Terms

The Buyer’s harvesting activities may be monitored by the use of surveillance cameras and/or the use of Mississippi Forestry Commission (MFC) aircraft or any other means deemed prudent by the Seller or the Seller’s Agent to ensure Contract compliance.

Article II: The Seller warrants that merchantable title is held to the timber products covered by this contract, and that same is free of all liens and encumbrances. The Seller grants to the Buyer the right of ingress and egress over the lands of the Seller as may be necessary for removal of products specified by this contract; provided however, that no mechanized equipment not equipped with rubber treads shall be operated on or across any paved or blacktop surfaced roads on the property of the Seller without first laying planks on the road to prevent direct contact between the vehicle and the road. The Buyer is also responsible for contacting all required persons for ingress and egress across existing pipeline and other right-of-ways.

Article III. All severance taxes will be borne and paid by the Buyer.

Article IV. The Buyer agrees to deposit with the Seller a Performance Bond in the amount of **\$500.00 in the form of a corporate check, cashier’s check, certified check, or money order** at the execution of this contract as a guarantee of faithful performance of each and every article of this contract in full. Proof of Insurance will not be accepted in lieu of this performance bond. Upon written notice of completion of this contract by the Buyer, the Seller will return the deposit in full, less any money withheld as damages by the Seller. This contract shall not be assigned in whole or in part without the written consent of the Seller, and in the event of an assignment the terms of this contract shall apply. If for any reason, a third party is assigned, the original buyer remains the responsible party for all terms and conditions of this contract.

Article V. The terms of this contract shall be terminated on or before September 30, 2026 from the Effective Date hereof, and during said period, the Buyer may harvest and remove any and all Timber products covered by this contract as site conditions allow. This contract may terminate earlier than September 30, 2026 if Buyer provides Seller with the final Load Report, mill tickets and payment (**Article I**), and Seller releases Buyer from further performance, in which case this Timber Sale Contract shall terminate and expire at such time. The contract is time sensitive and will not be extended.

Article VI. The Seller hereby designates the Mississippi Forestry Commission (MFC) as its agent (Seller’s Agent) and gives said Agent the following responsibilities:

1. Determining compliance with the terms of this contract by the Buyer, the Buyer’s Agent(s) or their employees.

2. The authority to stop all operations of the Buyer on the Seller's property when it appears that terms of this contract are being violated.
3. The right to halt logging operations when ground conditions are so wet that logging would cause excessive damage to the Property, or when conditions are so dry that the risk of fire is elevated. In such cases, Buyer must communicate directly with the Agent before logging can resume. Any operations that resume before the approval of the Agent will result in a \$250.00 per day fine which will be deducted from the Performance Bond. The contact forester is: James Shumpert and contact phone number is: 601-528-4873. Furthermore this fine will be imposed for any and all reasons that logging is halted and resumes without MFC approval, including, but not limited to; weather, saturated ground conditions, or removal of equipment to another logging operation on or off properties held in trust by the Seller or for any other reason that implies logging has ceased due to a stoppage by the Seller's Agent, Seller or a self imposed stoppage by the logger or the Buyer.

A pre-entry conference between the Buyer and local MFC representative will be required before harvesting operations are allowed to begin. The Buyer agrees to notify the local representative of the Mississippi Forestry Commission to arrange a pre-entry conference and supply proof of deposit of the Performance Bond and proof of Manufacturer's or Contractor's Public Liability Insurance and other required insurance per Article XVIII of this contract at least seven (7) working days prior to the commencement of harvesting operation. There will be a \$250.00 per day fine for harvesting operations that begin before the pre-entry conference. Timber harvesting will not commence until these required documents are supplied to the Seller's Agent.

Article VII. The Buyer agrees to take all reasonable steps to prevent the occurrence of a wildfire(s) on the above described lands. The Buyer also agrees that all available personnel and equipment will be utilized to suppress any wildfires originating on said lands while the Buyer's operations are in progress and to notify the Seller's Agent promptly of any occurrence of wildfires resulting from the Buyer's operations or otherwise.

The Buyer further agrees to compensate the Seller for any and all property and/or timber damaged from a wildfire on Seller's property originating through the negligent act(s) or willful act(s) of the Buyer, their agents or employees. Furthermore, the Buyer will compensate the Seller and/or the Seller's Agent for any expenses incurred in detecting, investigating or suppressing said wildfire(s).

Article VIII. Buyer agrees to defend, protect and hold Seller or the Seller's Agent harmless from any loss, cost, damages, and/or expenses arising from claims for personal injury or property damage by any third party which arises from or out of the activities of Buyer, Buyer's Agents, employees or independent contractors while on Seller's property, and to indemnify Seller and/or Seller's Agent from any and all costs whatsoever related to any such claims, except for any claim arising from the sole negligence of Seller.

Buyer and their subcontractors shall, in all things, conform to the requirements of the Worker's Compensation Act of the Laws of the State of Mississippi (MS Code 73-3-1) and qualify there under as a condition precedent to the performance of this contract. Buyer shall, as required by the Seller, submit satisfactory proof of qualification and conformity of themselves and each subcontractor with said Act.

1. Manufacturer's or Contractor's Public Liability Insurance in not less than \$100,000.00 and \$300,000.00 limits.
2. Bodily Injury and Property Damage Insurance not less than \$50,000.00 and \$100,000.00 limits.

3. General automotive liability insurance not less than \$1,000,000.00 per vehicle.

Article IX. Buyer and Seller take cognizance of the Federal Endangered Species Act, 16 U.S.C. Section 1521 et seq., and the regulations Appearing at 50 C.F.R. Section 17, which list endangered and threatened fish, wildlife and plants, including but not limited to the gopher tortoise (*Gopherus Polyphemus*), the Red-Cockaded Woodpecker (*Picoides*), the Louisiana Black Bear and such other species of fish, wildlife and plants which may from time to time be listed as threatened or endangered. SELLER represents that there are no threatened or endangered species of fish, wildlife or plants or habitat thereof on any of the land subject to this agreement to the best of the SELLER'S knowledge. SELLER and BUYER agree that should the presence of any threatened or endangered species or evidence of habitation thereof be found on any of the acreage subject to this agreement, this agreement shall be terminated as to the affected acreage and the timber thereon (as is determined by BUYER in consultation with applicable authorities or agencies) and BUYER shall be compensated or excused from payment as the case may be for the prorated portion of the purchase price with relates to the affected acreage.

PART II - PERFORMANCE REQUIREMENTS

Article X. Harvest and remove all downed or damaged timber within the designated sale area.

1. Equipment damage to trees in adjacent areas shall be kept to a minimum. Excessive damage, meaning unnecessary damage to more than five percent (5%) of the Leave Tree stems, may result in the termination of this contract or other remedial action(s) to compensate the Seller.
2. All logging debris will be removed from the loading ramps and evenly redistributed throughout the residual stand, particularly in areas where erosion may occur, except any logging debris that the Seller's Agent determines necessary for soil and site stabilization on and around loading ramps.

Article XI. Undesignated Trees are Leave Trees or any other tree(s) that are not offered for sale (and hence should not be cut or damaged). Undesignated Trees cut by Buyer must be paid for by the Buyer at the double stumpage rates listed below. This penalty will be deducted from the Buyer's Performance Bond.

Any undesignated merchantable trees which must be severed to improve an existing access road or to safely salvage designated trees shall be paid for at the contractual rates specified under Article I of this contract.

Also, Undesignated Trees and/or Leave Trees which are substantially damaged or cut in the course of the Buyer's operations due to the Buyer's negligence or error will be paid for at the following rates which are considered to be approximately double their stumpage value:

Pine pulpwood	\$ 15 per standard ton
Hardwood pulpwood	\$ 10 per standard ton
Pine saw timber	\$ 60 per standard ton
Hardwood saw timber	\$ 40 per standard ton

For purposes of this contract, substantial damage to an Undesignated Tree shall be defined as breakage of the main stem, significant crown damage, uprooting or any abrasion which exposes wood on one quarter or more

of the circumference of the main stem or in a continuous longitudinal wound of more than 2 feet in length, which damage could have been avoided through the use of reasonable care.

Article XIII. Existing access roads shall be utilized wherever practical. Following the completion of the harvesting operation all access roads, loading ramps and skid trails utilized in the course of harvesting timber on the Seller's property will be stabilized and will meet or exceed the standards promulgated in "Best Management Practices for Forestry in Mississippi" (4th Edition, September 2008, MFC publication #107) . The Performance Bond will not be returned by the Seller to the Buyer until all BMP work is completed and fully satisfies the Seller's Agent.

Article XIV. The Buyer shall be responsible for the removal of any tree or bush or any other obstruction(s) or any portion thereof which is felled in any stream or on any public highway, road, ditch draining the roadway or felled in a way which obstructs the same in any manner. The Buyer must remove the obstructions in a timely manner. If the Seller deems that the Buyer after being requested to remove said debris is unresponsive to removing obstruction(s), the Seller reserves the right to remove obstructions; furthermore the expenses of removing obstruction(s) will be incurred by the Buyer. The Seller reserves the right to deduct any and all expenses incurred in the removal of said obstructions from the Buyer's Performance Bond.

Article XV. Buyer covenants and agrees to use, and to cause its contractors, employees and agents to use, any and all hazardous or toxic substances only on an as-needed basis and in accordance with all applicable laws, rules and regulations. Buyer agrees to defend, indemnify and hold harmless Seller from and against any and all costs, suits, claims, liabilities and obligations relating to or arising from use by buyer or its contractors, employees, or agents of any hazardous or toxic materials or substances or petroleum products. All hydraulic fluid and petroleum containers and any other refuse resulting from the harvesting activities shall be removed by the Buyer on a **DAILY** basis. The Seller reserves the right to deduct any and all expenses incurred in the removal of said hazardous and toxic substances, hydraulic fluid and petroleum containers and any other refuse from the Buyer's Performance Bond.

Article XVI. When the Buyer has completed his operations as authorized by this contract, Buyer shall remove all equipment and other objects located on the property by themselves, their agents or their employees. Fences when damaged by harvesting operations will be restored to original condition.

Upon completion of all terms of this contract the Buyer shall notify the Seller or the Seller's Agent by personal communication such as a written notice. The Seller's Agent will then make a final inspection of the sale area. The Seller will, upon receipt of the final harvest inspection report, refund the Buyer the full amount of their deposit, less any amount to be withheld for failure to meet contract specifications.

Article XVII. If any of the conditions of these Articles are violated by the Buyer, the Seller may, upon giving the Buyer notice in writing, suspend all operations engaged in by the Buyer under this contract until the conditions and requirements of this contract have been complied with. If the Buyer refuses to comply with each and every condition and requirement set forth in these Articles and persists therein after notice in writing, then the Seller may terminate this contract.

IN WITNESS WHEREOF, the above contract has been executed on this _____ day of _____, 2026, at _____, Mississippi.

Party of the Second Part

Party of the First Part

STATE OF MISSISSIPPI

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally _____ the _____ duly appeared authorized _____ of _____ a Mississippi corporation, who acknowledged to me, said authority, that he signed, executed and delivered the within and foregoing instrument of writing on behalf of said corporation as its voluntary act and deed, on the day and year therein mentioned.

Given under my hand and seal of office this _____ day of _____, 2026.

Notary Public

My commission expires: _____

STATE OF MISSISSIPPI

COUNTY OF _____

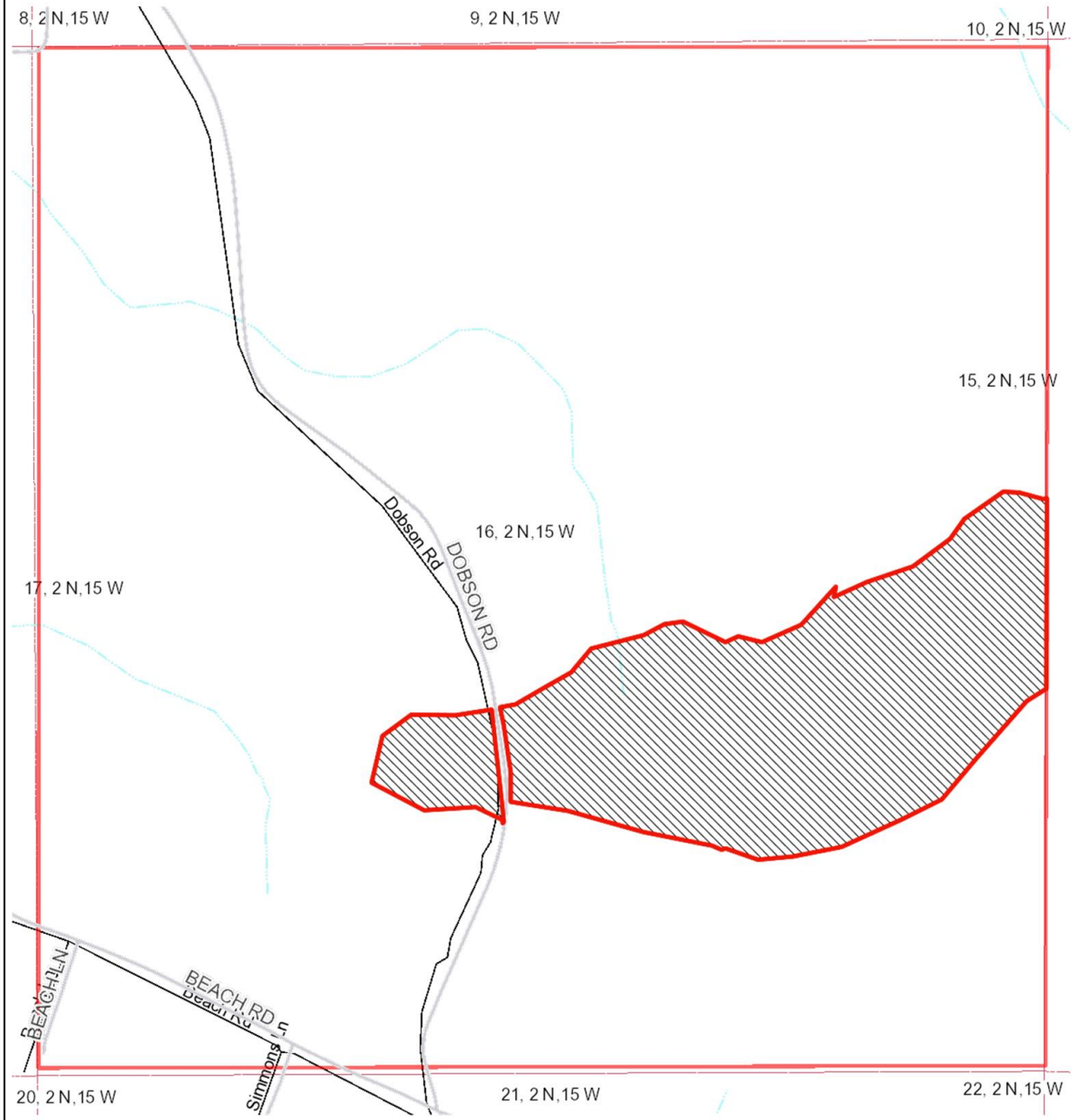
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally _____ the _____ duly appeared authorized _____ of _____ a Mississippi corporation, who acknowledged to me, said authority, that he signed, executed and delivered the within and foregoing instrument of writing on behalf of said corporation as its voluntary act and deed, on the day and year therein mentioned.

Given under my hand and seal of office this _____ day of _____, 2026.

Notary Public

My commission expires: _____

16-2N-15W Stand Map (+/-60 Acres)



0.3 0 0.16 0.3 Miles

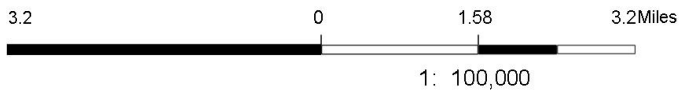
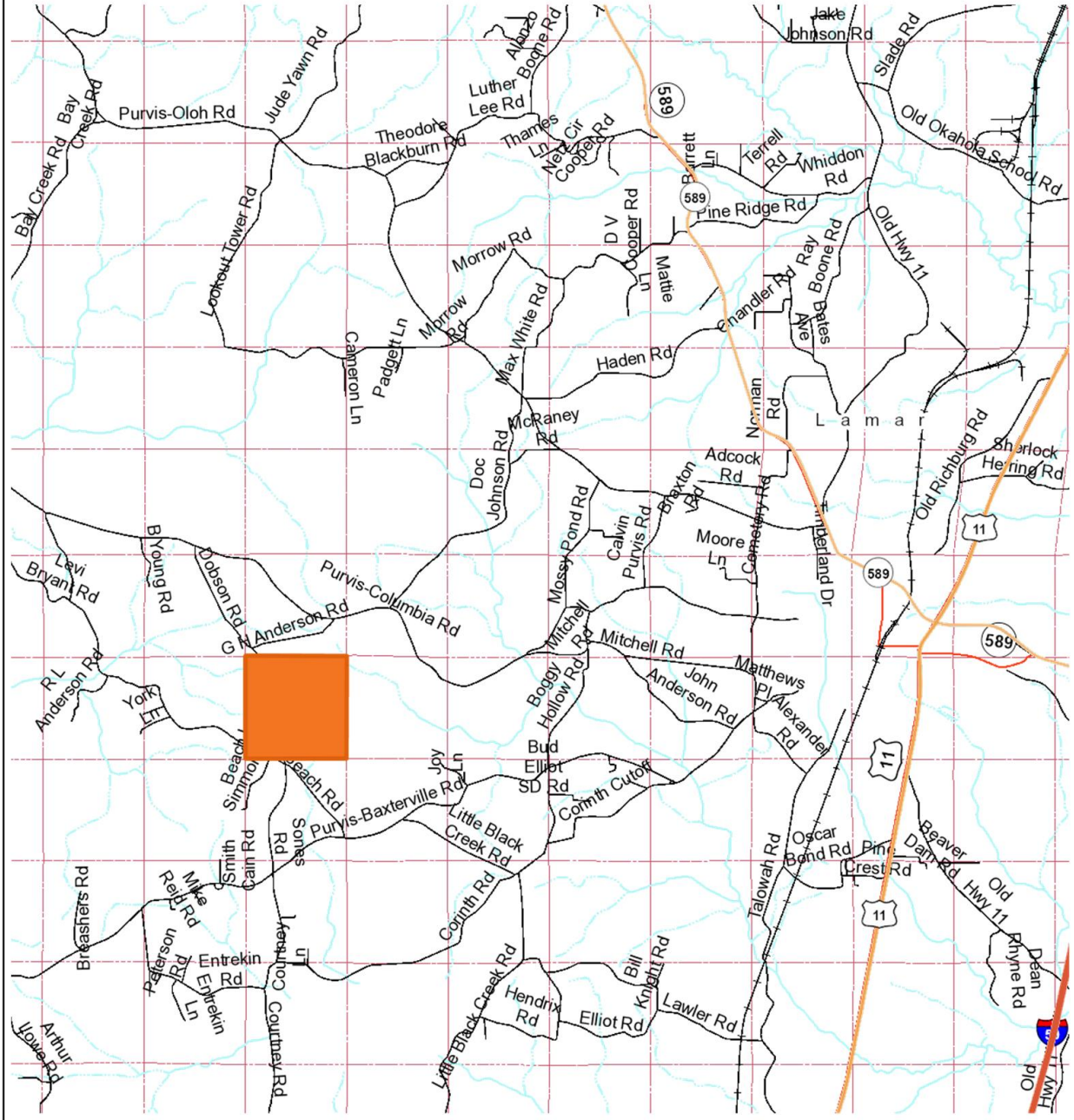
1: 10,000

WGS_1984_Web_Mercator_Auxiliary_Sphere



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16-2N-15W Location Map (+/- 60 Acres)



WGS_1984_Web_Mercator_Auxiliary_Sphere



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