

**TIMBER SALE # 2**  
**BOONVILLE HUMAN DEVELOPMENT CENTER**  
**OF ARKANSAS**  
**PAY AS CUT TIMBER SALE CONTRACT**

WHEREFORE, the Boonville Human Development Center of Arkansas (BHDC), and West Fraser (Purchaser), collectively "the Parties," in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, and intending to be legally bound, agree as follows:

**GENERAL PROVISIONS**

1. **Sale.** BHDC agrees to sell, and Purchaser agrees to purchase, harvest, and remove the trees included in this contract subject to the provisions herein.
2. **Title to Trees.** All right, title, and interest in or to any tree included in this Contract shall remain vested in BHDC until the tree is severed by the purchaser, at which time title shall vest with the Purchaser. Any tree remaining in the sale area, whether cut or uncut, beyond the contract period shall be deemed abandoned by the Purchaser, and all right, title, and interest thereto shall revert to the Boonville Human Development Center.
3. **Force Majeure.** In the event any tree included in this contract is destroyed, damaged, or otherwise rendered unmerchantable by fire, wind, flood, insects, diseases, the intentional or negligent acts of third parties, or similar cause, the party holding title to the destroyed or damaged trees shall bear the loss in stumpage and required deposits resulting from such destruction, damage, or rendering of unmerchantability. BHDC shall have no obligation to supply, and Purchaser shall have no obligation to accept and pay for, other trees in lieu of those destroyed, damaged, or rendered unmerchantable. Notwithstanding any provision to the contrary, all damages and loss to trees removed from the sale area by Purchaser shall be borne by the Purchaser.
4. **Amendments.** All modifications or amendments to the terms of this Contract, including amendment of the Contract Price provided herein, shall be in writing
5. **No Assignment.** Neither party may assign or transfer their respective rights or obligations under the Contract without written consent of the other party. Any purported transfer or assignment without such consent shall be void. Subcontracting in the course of performance of this contract is permitted.
6. **Notice.** Unless otherwise provided in this Contract, all notices required herein shall be in writing and shall be deemed to have been duly given upon the date of delivery if delivered in person, upon the date postmarked if mailed, registered or certified, and upon the date sent if by electronic means, to the following representatives at their respective addresses:

**Boonville Human Development Center of Arkansas**  
 Jeff Gonyea  
 DDS/BHDC Superintendent  
 87 Reed Road  
 Boonville AR 72927

479-675-1401  
Jeffrey.Gonyea@dhs.arkansas.gov

**West Fraser Inc.**  
Doug Read  
Procurement Manager  
2401 S. Arkansas Ave. Russellville, AR 72802  
479-968-1825  
Doug.Read@westfraser.com

7. **Sale Area.** This sale area of 65 acres, more or less, is located in Logan County(s) Arkansas. The boundaries of the sale area and any subdivisions thereof, are as shown on the attached sale area map or plat (Exhibit A).
8. **Sale Area Legal Description.** Section 18 of Township 5 North Range 27 West, and the harvest area is marked by placing three horizontal stripes of orange paint on trees. The paint marks are facing the interior of the unit and are visible at eye level on the trees. All the area contained inside of these marks is in the sale unit.
9. **Sale Objectives.** The objectives for the sale are: Removal of all non-marked timber. The area has been selected for a 29-acre seed tree harvest on half and 25-acre Oak- Pine Savanna harvest on the other half with natural regeneration so all timber should be removed except the marked seed trees. This stand has 11 acres of marked SMZs.
10. **Right to Convey.** BHDC represents and warrants it has full right to convey full title of the trees that are the subject this Contract.
11. **Description of Timber.** This stand is pine and mixed hardwood that has been marked for a natural regeneration treatment of 29 acres being Seed Tree harvest and 25 acres being Oak- Pine Savanna harvest. This stand has 11 acres of marked Streamside Management Zones throughout the stand. The trees to be left have been marked with an orange band at eye level and an orange mark at ground level.
12. **Estimated Tonnage.** Total advertised tonnage estimates are as follows;

265 MBF of Pine Saw Timber  
19 MBF of Hardwood Saw Timber

The total advertised tonnage estimates are for informational purposes only, and BHDC makes no warranty or guarantee whatsoever, whether expressed or implied, as to the actual tonnage volumes estimated under this Contract.

#### **CONTRACT PRICE AND PAYMENT**

13. **Contract Price.** Purchaser agrees to buy, and BHDC agrees to sell, all forest products designated for removal under this Contract at a rate of \$ X.00/ton.

Species	Product	Dollars/Unit	Units
Pine	Pulpwood	\$ 1.00	Tons
Pine	Saw Timber	\$ 30.00	Tons
Pine	Chip-n-Saw	\$ 30.00	Tons
Hardwood	Pulpwood	\$ 5.00	Tons
Hardwood	Saw Timber	\$ 25.00	Tons

14. After commencing sale operations, Purchaser shall submit weight scale tickets and payment for all trees removed on a weekly basis. Weekly weight scale tickets and payments shall be mailed, faxed, or delivered to:

Booneville Human Development Center.  
Attn: Jeff Gonyea  
87 Reed Road  
Booneville, AR 72927

Bids may be faxed to 1-479-675-2518 Attn: Jeff Gonyea

Bids may be emailed to Jeffrey.Gonyea@dhs.arkansas.gov

### **BONDING**

15. Cutting and removal of trees in conformance with this Contract may commence and continue only after both parties execute this Contract and after submission and maintenance of all bonds, certificates, or statements required thereunder.
16. Prior to commencing operations at the Sale Area, Purchaser shall obtain an irrevocable letter of credit, cash deposit, or security bond (Bond) in a form acceptable to BHDC. The Bond shall contain, at a minimum, the following terms:
- a. Value equal to ten percent (10%) of the total sale value;
  - b. Designation of BHDC as the sole obligee or beneficiary;
  - c. Terms authorizing BHDC to demand payment upon the bond for nonpayment or other damages arising from a breach of this Contract; and
  - d. Any additional reasonable terms deemed necessary or desirable by BHDC
17. Purchaser shall submit the Bond no later than fifteen (15) business days after contract execution and may only commence work upon written approval of the Bond by BHDC.
18. Purchaser shall maintain and keep the Bond active in its full amount at all times. Purchaser shall immediately suspend operations at the Sale Area in instances where the Bond is not active or fully funded and shall only resume upon cure of any defect in the Bond.



19. Failure to comply with the Bond requirements of this Contract shall be deemed a breach of the Contract and entitle BHDC to recovery for all damages and remedies available to it under the Contract and Arkansas law. Purchaser agrees and authorizes the BHDC to collect on the performance bond for payment settlement, damages, or Contract breach by the Purchaser. BHDC shall hold said performance bond pending final check and approval of harvest operations. Upon written notification of this contract completion by the Purchaser and after the final harvest approval, BHDC will return the deposit in full, less any money withheld as damages or for lack of compliance by the Purchaser with any provisions of this Contract.
20. The Bond shall be released by BHDC upon successful completion of all terms and obligations of the Contract by Purchaser. In its sole discretion, BHDC shall have the right to keep and draw upon the Bond at the end of the contract period in satisfaction of nonpayment or other breach by Purchaser.
21. Purchaser may provide a replacement bond, but Purchaser shall not terminate the original Bond until a replacement bond has been approved by BHDC in accordance with the terms of the Contract and the replacement bond has been executed by the issuing institution.

### **CONTRACT TERM**

22. **Term.** The Contract term shall begin on the date that both Parties have signed the Contract (Contract Execution). Purchaser shall commence operations as soon as practical after the pre-logging conference described in paragraph 36. Purchaser shall remove all trees designated for harvest on or before 10/31/2023. If, due to circumstances beyond control of Purchaser, an extension of the time limit is necessary, BHDC may in its sole discretion and upon written request by the Purchaser, grant an extension of the contract period. Additional extensions may be granted in the sole discretion of BHDC if Purchaser demonstrates conclusively that it has vigorously prosecuted the work without undue delay, and failure to harvest and remove all trees covered by the Contract within the specified time is due to reasons beyond Purchaser's control and without Purchaser's fault or negligence.
23. **Suspension of Term.** BHDC may temporarily suspend operations under this Contract due to: excessive property damage; wet conditions; identification of natural, cultural, or other resources needing special protection; a court order or other legal sanction; or for any other reason upon notice to the Purchaser or other persons operating on the Sale Area under this Contract. BHDC may extend the Contract Period in an amount deemed reasonable by BHDC.

### **PURCHASER INSURANCE AND LIABILITY**

24. **Proof of Insurance.** The Purchaser and subcontractors shall conform to the requirements of the Arkansas Workers' Compensation Law, Ark. Code Ann. § 11-9-101 et seq., and all other applicable state and federal laws, in the performance of the Contract. Purchaser shall provide BHDC with proof of liability insurance immediately upon execution of the Contract.
25. **Logger Training.** Purchaser shall provide documentation of logger training or certification immediately upon execution of the Contract.
26. **Indemnification.** Purchaser hereby assumes all risks of damage or injury to persons or property arising from or in connection with the Contract. Purchaser shall indemnify, defend, and hold



harmless BHDC, the State of Arkansas, and their officers, agents, and employees for any claims arising from or in connection with Purchaser's performance under the Contract.

### **DAMAGE TO BHDC PROPERTY**

27. **Liquidated Damages.** Purchaser shall not cut or damage undesignated trees. Negligent, willful, or unauthorized tree cutting is likely to cause substantial silvicultural or other damage to the residual stand. In such instances of breach, it will be difficult, if not impossible, to determine the precise amount of such damage. Therefore, Purchaser shall pay as liquidated damages, and not as a penalty, an amount equal to three times the stumpage price for each damaged or cut tree that is not designated for cutting by the Contract. In its sole discretion, BHDC may leave damaged trees standing or designate it for cutting and removal.
28. **Site Preparation.** Purchaser shall not remove undesignated trees to prepare a loading site, temporary road, or banking site, without prior approval from BHDC, which shall not be unreasonably withheld. Upon approval, BHDC shall mark those trees with tree marking paint prior to cutting. BHDC shall be entitled to liquidated damages as provided in Paragraph 27 for any undesignated trees cut without prior approval.
29. **Accidental Cuts.** In instances where Purchaser cuts or damages undesignated trees that meet utilization standards by mistake and without negligence, then such trees shall be cut and removed at the stumpage price set as set forth in the Timber Being Sold Table. BHDC shall establish rates to be paid for undesignated trees not listed in the Timber Being Sold Table. Trees cut and not promptly removed in a green condition shall be paid for at an average "green weight" load, at the contract stumpage price when it is removed.
30. **Damage to Certain Trees.** Purchaser will not cut or injure any witness trees, monuments, or tree reproduction, except such minor injury and damage as is necessary under normal and careful harvest procedures, see Appendix A. BHDC will determine the extent of damages (examples: bark skinned off trees, broken leave trees, excessive rutting or pollution) and the amount of any damage deemed excessive or unnecessary and will notify Purchaser in writing of the weight and dollar figures of damage done.
31. **Excessive Rutting.** Purchaser shall not engage in excessive rutting, which is defined as rutting that is 8" deep or more across 30% or more for 100 feet or more.
32. **Excessive Residual Tree Damage.** Purchaser shall not cause excessive residual tree damage, which is defined as damaged crowns, bark stripping (cat-facing), and root depredation that affects more than 10% of the residual stand.
33. **Excessive Pollution.** Purchaser shall not cause excessive pollution, which is defined as leaving any trash of any kind at the end of a work day (including trash of any kind left overnight) or any equipment fluids spilled or leaked that BHDC deems to negatively impact the current or future vegetation at the site of spill or surrounding area. Purchaser shall not leave any trash behind such as oil cans, hoses, or tires and shall remove such trash daily.

### **RIGHT TO CURE**

34. **Right to Cure.** Should BHDC determine that Purchaser has breached a condition or term of this Contract, BHDC shall send Purchaser a notice (invoice or request an equitable remedy) via

registered mail. Purchaser shall have ten (10) business days to cure any breach. Evidence establishing that a breach by Purchaser has been cured must be received by BHDC within ten (10) business days of receipt of notice of breach provided by BHDC.

### **DISPUTES RESOLUTION**

35. **Dispute Resolution.** Upon failure to reach an agreement in any dispute as to interpretation of the Contract, a final decision rendered by the Arkansas State Forester shall prevail. The final decision by the Arkansas State Forester shall not preclude the Purchaser from thereafter pursuing remedies available under Arkansas law. The Parties acknowledge and agree that the final decision of the Arkansas State Forester shall not be subject to the Arkansas Administrative Procedure Act, Ark. Code Ann. § 25-15-101 et seq.

### **HARVESTING**

36. **Conferences.** The Parties shall confer before harvesting begins to discuss logging plans or any other phases of the harvest operation and at any other time upon written request by one party to the other.
37. **Right to Inspect.** The BHDC reserves the right to inspect harvest operations at any time to determine whether Purchaser is meeting the provisions of the Contract.
38. **Ingress and Egress.** Purchaser shall have free ingress and egress over BHDC property to the sale site. Securing rights of ingress and egress over adjoining property not owned or controlled by the BHDC shall be the sole responsibility of Purchaser.
39. **Use of Roads.** Purchaser shall use existing roads and trails wherever practicable. Purchaser may erect, on BHDC-controlled land, roads or other improvements necessary in the harvesting of trees included in this contract provided, however, that the BHDC approves the plans and locations in advance and complies with the terms of the Contract in the course of performance.
40. **Best Management Practices.** Purchaser shall comply with “Arkansas Forestry Best Management Practices for Water Quality Protection” (BMPs) during all harvesting operations of this sale. Arkansas BMP’s can be found on the Arkansas Department of Agriculture’s website or by following this link;

<https://www.agriculture.arkansas.gov/wp-content/uploads/2020/05/bmpbookrevisedea.pdf>

41. **Restrictions on Heavy Equipment.** Heavy Equipment and all vehicles are prohibited within Streamside Management Zone (SMZ) boundaries shown on the Sale Map and marked by placing three horizontal stripes of Green paint on trees along SMZs. The paint marks are facing the interior of the unit and are visible at eye level on the trees. All crossings of Streamside Management Zones, skid trails and temporary roads, must be approved by the BHDC.
42. **Logger Training.** Purchaser shall use a logging contractor that has completed the Arkansas Pro Logger training program or has a comparable certificate of training that complies with the training recommended by the Sustainable Forestry Initiative.



43. **Roads and Other Sites.** Purchaser and BHDC shall agree to locations of any temporary roads, loading sites, skidding on (over/on/across) permanent roads or other work activities that have a potential to impact soil erosion **before** the action begins. Purchaser shall block vehicle access and effectively water-bar all temporary roads and skid trails immediately upon completion of use. Purchaser shall notify the State Forest Foreman or State Forest Manager upon completion.
44. **Suspension of Operations.** BHDC reserves the right to halt harvest operations on all days and on any portion of the Sale Area when wet ground conditions may cause equipment to excessively damage the land without any obligation to compensate Purchaser. If soil disturbance occurs, the Purchaser agrees to work cooperatively to mitigate and repair, at Purchaser's expense, any and all instances of excessive soil disturbance to meet BHDC's satisfaction.
45. **Duty to Protect.** Purchaser shall protect property including but not limited to land survey monuments, roads, fences, utility lines, ditches, bridges, and other constructed structures or improvements, against unnecessary injury and shall repair damaged property caused by Purchaser by restoring such damage immediately to the condition found prior to damage.
46. Purchaser is responsible for all tools, equipment, and property of every kind used in the harvest operation. Purchaser shall remove all tools, equipment, and all other temporary improvements placed on the premises by him to the satisfaction of BHDC before expiration of the Contract.
47. **Merchandising.** Purchaser will merchandise all trees, including tops, to the lowest possible diameter for commercially salable products.
48. **Wildfire.** Purchaser shall notify BHDC immediately if wildfire occurs, regardless of whether the cause of the wildfire is known. Purchaser shall take reasonable care to prevent its operations from causing wildfire and shall use its employees and equipment to suppress any wildfires on the Sale Area. The Purchaser shall keep a fire extinguisher in all rolling equipment and a shovel or fire rake on the job site. Purchaser is responsible for damages from all fire damage arising from its actions or actions by its employees or agents and will compensate BHDC for all resulting damages and costs of fire suppression. BHDC reserves the right to limit or restrict Purchaser operations at the Sale Area during period of critical fire weather.
49. **Wildlife Food Plots.** Purchaser shall keep wildlife food plots free of logging operations. Loggers will fell trees along plot boundaries, so the plot is free of tops and debris. No equipment is to cross plots except on existing trails.
50. **Equipment Sanitation.** Purchaser shall thoroughly clean equipment prior to moving onto the Sale Area when moving from an area known to contain invasive species that are not present on the Sale Area.
51. **Protection of Certain Resources.** Purchaser shall take all measures necessary to protect known special resource areas identified on Sale Map or on the ground. Special resources include cultural resources, wildlife, and botanical resources. These resource locations and protection measures will be discussed at a pre-work conference with the Purchaser. If a tree inadvertently falls into a protected area, it shall not be removed without approval by BHDC. If the Purchaser discovers an area needing special protection, the purchaser will discontinue operations in the immediate area and notify BHDC.
52. **No Discrimination.** Purchaser shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.



Boonville Human Development Center of Arkansas  
TIMBER SALE CONTRACT  
ADDENDUM

GUIDELINES FOR WATER BARS

Water bars act to divert side ditch and surface runoff, which minimizes erosion, and provide conditions suitable for revegetation. The Division may designate location.

Construction

1. Water bars should be placed at a slight angle to the road, firebreak or skid trail. The water bar slows the water, promotes deposition of sediment in the water, and then allows the water to slowly exit the road with minimal washing. The greater the percentage of slope, the less the angle of the water bar should be to the road surface.
2. Stabilizing the water bars at construction will prevent additional erosion. See Table 1.
3. The following table is a guide for spacing between water bars:

Grade of Road (Percent)	Distance Between Water Bars (Feet)
2	250
5	135
10	80
15	60
20	45
30	35

4. To fully intercept any ditch flows, the uphill end of the water bar should extend beyond the side ditch line of the road and tie into the cut bank blocking the ditch.
5. The outflow end of the water bar should be fully open and extend beyond the edge of the road or trail to safely disperse runoff water onto the undisturbed forest floor.
6. Requirements for effective water bar construction on forest roads, trails and firebreaks are site specific so construction should match existing soil and slope conditions.

**SIGNATURES AND ACKNOWLEDGEMENTS**

IN WITNESS THEREOF, the parties hereto have executed the contract and agree to be legally bound by its terms.

**PURCHASER:**

By: \_\_\_\_\_

Name: Doug Read

Title: Procurement Manager

**BOONVILLE HUMAN DEVELOPMENT CENTER OF ARKANSAS**

By: \_\_\_\_\_

Name:

Title:

## BID FOR TIMBER

Booneville Human Development Center Timber **Sale#2** is a **pay-as-cut sale**. Please give one blended pine saw timber price per ton including any poles, and one blended hardwood saw timber price per ton (do not separate butt log, top log, or pole prices for pine, and do not separate oak and mixed hardwood prices). Also, please give a price per ton for pine pulpwood and a price per ton for hardwood pulpwood.

Pine saw timber price per ton, including any poles that the buyer will merchandise from the marked timber \$ 30; Pine saw timber minimum top diameter 5"; Cutting tops as pw? Y

Pine pulpwood price per ton \$ 1; Pine pulpwood minimum top diameter 3"

Hardwood saw timber price per ton \$ 25; Hardwood saw timber minimum top diameter 10"

Hardwood pulpwood price per ton \$ 5; Hardwood pulpwood minimum top diameter 3"

Pine Chip-n-Saw price per ton \$ \_\_\_\_\_; Pine Chip-n-Saw top diameter \_\_\_\_\_

Telephone: 479-890-4010 Fax: 479-968-1732

West Fraser Inc. 2401 S. Arkansas Ave. Russellville, AR 72801  
(Company) (Address) (City, State, Zip)

Signature of Bidder: Lori Alexander Date: 10/31/2022

Printed Name of Bidder: Lori Alexander Mobile Phone: 479-280-4159



State of Arkansas

As Engrossed: S3/2/22

93rd General Assembly

# A Bill

Fiscal Session, 2022

SENATE BILL 50

By: Joint Budget Committee

## For An Act To Be Entitled

AN ACT TO MAKE AN APPROPRIATION FOR PERSONAL SERVICES  
AND OPERATING EXPENSES FOR THE DEPARTMENT OF HUMAN  
SERVICES - DIVISION OF DEVELOPMENTAL DISABILITIES  
SERVICES FOR THE FISCAL YEAR ENDING JUNE 30, 2023;  
AND FOR OTHER PURPOSES.

## Subtitle

AN ACT FOR THE DEPARTMENT OF HUMAN  
SERVICES - DIVISION OF DEVELOPMENTAL  
DISABILITIES SERVICES APPROPRIATION FOR  
THE 2022-2023 FISCAL YEAR.

BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF ARKANSAS:

SECTION 1. REGULAR SALARIES - OPERATIONS. There is hereby established  
for the Department of Human Services - Division of Developmental Disabilities  
Services for the 2022-2023 fiscal year, the following maximum number of  
regular employees.

Item	Class	Maximum No. of Employees	Maximum Annual Salary Rate Fiscal Year 2022-2023
<del>(1)</del>	<del>NO20N DHS DDS COMMISSIONER</del>	<del>1</del>	<del>GRADE SE01</del>
(2)	L008N PHYSICIAN SPECIALIST	6	GRADE MP07
(3)	L011N DENTIST	2	GRADE MP06
(4)	L017N DHS ALEXANDER CHIEF PSYCHOLOGIST	1	GRADE MP05



1 Nothing in this Act shall prevent the Division or any provider from  
2 extending emergency services when appropriate measures have been taken in a  
3 timely manner to secure Medicaid eligibility.

4 The provisions of this section shall be in effect only from July 1, 2021  
5 2022 through June 30, ~~2022~~ 2023.

6  
7 SECTION 12. SPECIAL LANGUAGE. NOT TO BE INCORPORATED INTO THE ARKANSAS  
8 CODE NOR PUBLISHED SEPARATELY AS SPECIAL, LOCAL AND TEMPORARY LAW.

9 DEVELOPMENTAL DISABILITIES - VOCATIONAL TRAINEES. The Division of  
10 Developmental Disabilities Services of the Department of Human Services is  
11 hereby authorized to provide employment opportunities for people with  
12 developmental disabilities residing at the Human Development Centers who work  
13 at less than a competitive employment level.

14 The provisions of this section shall be in effect only from July 1, 2021  
15 2022 through June 30, ~~2022~~ 2023.

16  
17 SECTION 13. SPECIAL LANGUAGE. NOT TO BE INCORPORATED INTO THE ARKANSAS  
18 CODE NOR PUBLISHED SEPARATELY AS SPECIAL, LOCAL AND TEMPORARY LAW.

19 DEVELOPMENTAL DISABILITIES - TIMBER SALES PROCEEDS - CAPITAL IMPROVEMENTS AND  
20 EQUIPMENT. The Division of Developmental Disabilities Services is authorized  
21 to use the administrative operating accounts for capital improvements to  
22 physical plants and for the purchase of capital equipment. The funds shall be  
23 held by the Department of Human Services - Division of Developmental  
24 Disabilities Services from the proceeds of the sale of timber that may be  
25 harvested from land owned by the Division of Developmental Disabilities  
26 Services. All funds deposited and all expenses shall be tracked separately.  
27 The harvesting of timber is specifically authorized to provide funds to  
28 finance capital improvements to the physical plants and for the purchase of  
29 major capital equipment.

30 The Division of Developmental Disabilities Services shall report all  
31 income derived from timber management to the Chief Fiscal Officer of the  
32 State and the Arkansas Legislative Council or Joint Budget Committee. Any  
33 contracts initiated for the harvesting of timber shall be submitted to the  
34 Review Subcommittee of the Arkansas Legislative Council or Joint Budget  
35 Committee for prior review. All expenditures of funds derived from the sale  
36 of timber will be expended in accordance with relevant state purchasing laws.

1 The provisions of this section shall be in effect only from July 1, 2021  
2 2022 through June 30, 2022 2023.

3  
4 SECTION 14. SPECIAL LANGUAGE. NOT TO BE INCORPORATED INTO THE ARKANSAS  
5 CODE NOR PUBLISHED SEPARATELY AS SPECIAL, LOCAL AND TEMPORARY LAW. HUMAN  
6 DEVELOPMENT CENTERS AND COMMUNITY PROVIDERS.

7 (A) The Developmental Disabilities Services Board or the Department of  
8 Human Services shall not close any of the state administered Human  
9 Development Centers which are located at Conway, Arkadelphia, Jonesboro,  
10 Booneville, and Warren.

11 (B) The Department of Human Services shall continue to accept clients for  
12 whom it has determined that therapy and residential services are needed at  
13 state administered Human Development Centers and Community Programs licensed  
14 by DDS shall continue to accept clients for whom it has been determined in  
15 accordance with federal law that are in need of services in the community.

16 (C) Except for use as federal matching funds, no funds for community based  
17 services licensed by DDS shall be transferred from Grants to Community  
18 Providers line item of the Developmental Disabilities Services - Grants-in-  
19 Aid appropriation unless the transfer(s) directly benefit(s) community based  
20 services for persons with developmental disabilities or from the  
21 appropriation for the Human Development Centers unless the transfer(s)  
22 directly benefit(s) the Human Development Centers.

23 (D) Nor shall any general revenue funding as of July 1, 2021 2022 from the  
24 Grants to Community Providers line item of the Developmental Disabilities  
25 Services - Grants-in-Aid appropriation for persons with developmental  
26 disabilities or from any other general revenues as of July 1, 2021 2022,  
27 applied as federal matching funds for community based services licensed by  
28 DDS on July 1, 2021 2022 be reduced below the approved funding level on July  
29 1, 2021 2022; nor shall the general revenues applied as federal matching  
30 funds for the Human Development Centers be reduced below the approved funding  
31 level on July 1, 2021 2022.

32 The provisions of this section shall be in effect only from July 1, 2021  
33 2022 through June 30, 2022 2023.

34  
35 SECTION 15. SPECIAL LANGUAGE. NOT TO BE INCORPORATED INTO THE ARKANSAS  
36 CODE NOR PUBLISHED SEPARATELY AS SPECIAL, LOCAL AND TEMPORARY LAW.





Asa Hutchinson  
Governor

# ARKANSAS DEPARTMENT OF AGRICULTURE

1 Natural Resources Drive, Little Rock, AR 72205  
agriculture.arkansas.gov  
(501) 225-1598



Wes Ward  
Secretary of Agriculture

Dear Sir or Madam:

The Booneville Human Development Center Manager will receive bids for **Sale # 2** at the Booneville Human Development Center Headquarters, 87 Reed Road, Booneville, Arkansas 72927. **This is a Marked leave tree Pay-As-Cut Sale.** Sale area is approximately 65 acres of land owned by Booneville Human Development Center described as: **Section 18 of Township 5 North Range 27 West Latitude 35.105227 by Longitude -93.911952**, all in Logan County, Arkansas. Tract boundaries are marked in three horizontal stripes of orange paint. The objectives for the thinning on the 65 acres are: Removal of all non-marked timber. The area has been selected for a 29-acre seed tree harvest on half and 25-acre Oak- Pine Savanna harvest on the other half with natural regeneration so all timber should be removed except the marked seed trees. This stand has 11 acres of marked SMZs.

Volume estimates, determined by a 10% cruise at the rate of one plot per 1 acre using 1/10<sup>th</sup> acre plots, are:

**265 MBF of Pine Saw Timber**  
**19 MBF of Hardwood Saw Timber**

**An advance payment of 10% of total estimated price of the timber sale area will be required with weekly pay-as-cut payments after logging exceeds advance payment.** Advance payment will be paid within 30 days of contract bid closing date, as well as a performance bond or irrevocable letter of credit in the amount of ten percent (10%) of the value of the timber. The performance bond and irrevocable letter of credit will be refunded upon completion of Tract (logging operations) and a final site check by an Arkansas Department of Agriculture Forestry Division Forester.

Please give a per ton bid for pine saw timber, pine pulpwood, hardwood saw timber, and hardwood pulpwood. If the buyer will merchandise pine poles out of the marked timber, the pole price should be blended with the pine saw timber price. A loader ledger recording each load of timber hauled will be kept by Buyer. Please review the attached Timber Marking Specifications and Method of Determining Winning Bidder before submitting a bid.

The Booneville Human Development Center offers no guarantee as to quality or quantity of the timber marked. Interested parties are urged to inspect the sale area and make their own estimates. The BHDC reserves the right to reject any or all bids. The successful bidder will be required to execute a timber sale contract (General Harvesting Provisions attached). The contract period will be for 12 months.

Those interested in bidding on the timber should complete the bid form on the following page and submit it to this office by **11:00 a.m., 31<sup>st</sup> day, October 2022**. Bids will be accepted by Mail, email, hand delivery, or fax. Bidders will receive confirmation from the Booneville Human Development office that their bid was received. Bids by phone will not be accepted. Site will be available for on-site inspection on **October 6<sup>th</sup> from 10:00a.m- 4:00p.m.** Meeting at the intersection of Hwy 116 and Jakes Creek Road at Lat. 35.102637/ Long. -93.916199.

Sincerely,

**Caitlin Mann RF#1589**

County Forester

Pope, Franklin, Johnson

Arkansas Department of Agriculture

Forestry Division, District 6

PO Box 522 Clarksville, AR 72830

479-754-3125 Cell: 479-214-0788



**FORESTRY DIVISION**

## BID FOR TIMBER

Booneville Human Development Center Timber **Sale#2 is a pay-as-cut sale.** Please give one blended pine saw timber price per ton including any poles, and one blended hardwood saw timber price per ton (do not separate butt log, top log, or pole prices for pine, and do not separate oak and mixed hardwood prices). Also, please give a price per ton for pine pulpwood and a price per ton for hardwood pulpwood.

Pine saw timber price per ton, including any poles that the buyer will merchandise from the marked timber \$\_\_\_\_\_; Pine saw timber minimum top diameter \_\_\_\_; Cutting tops as pw? Y/N

Pine pulpwood price per ton \$\_\_\_\_\_; Pine pulpwood minimum top diameter\_\_\_\_

Hardwood saw timber price per ton \$\_\_\_\_\_; Hardwood saw timber minimum top diameter\_\_\_\_

Hardwood pulpwood price per ton \$\_\_\_\_\_; Hardwood pulpwood minimum top diameter\_\_\_\_

Pine Chip-n-Saw price per ton \$\_\_\_\_\_; Pine Chip-n-Saw top diameter \_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

\_\_\_\_\_  
(Company) (Address) (City, State, Zip)

Signature of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Bidder: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_



# **Booneville Human Development Center**

## **TIMBER MARKING SPECIFICATIONS**

1. Pine saw timber: Minimum Dbh 9.1"; minimum top end diameter 7.0" or merchantable height.
2. Pine pulpwood from tops: minimum top end diameter 3.0" or merchantable height.
3. Pine pulpwood tree length: Minimum top end diameter 3.0" or merchantable height.
4. Hardwood pulpwood tree length: Minimum top end diameter 4.0" or merchantable height.

## **METHOD OF DETERMINING WINNING BIDDER FOR PAY AS CUT SALES**

A total estimated bid price will be calculated by Arkansas Department of Agriculture-Forestry Division for each bidder, based on the prices per ton and top end diameters submitted.

1. Pine saw timber method: For each 1.0" increase in top end diameter above the State Forest marking guideline of a 7.0" top, estimated tons of pine saw timber to be hauled will be decreased by 1.25% from advertised tonnages.
2. Pine pulpwood from tops method: The assumption will be made that for every 6.5 loads of pine saw timber hauled (including any pine hauled as poles), there will be 1 load of pine pulpwood from tops (with a 3" top end diameter, or merchantable height). For each 1.0" increase in top end diameter above the State Forest marking guideline of a 3.0" top, estimated tons of pine pulpwood to be hauled will be decreased by 0.25% from the 6.5 to 1 tonnage assumption above. For each 1.0" decrease in top end diameter below the State Forest marking guideline of a 3.0" top, estimated tons of pine pulpwood to be hauled will be increased by 0.25% from the 6.5 to 1 tonnage assumption above. Each load is assumed to weigh 28 tons.
3. Tree length pine pulpwood method: For each 1.0" increase in top end diameter above the State Forest marking guideline of a 3.0" top, estimated tons of tree length pine pulpwood to be hauled will be decreased by 1.0% from advertised tonnages. For each 1.0" decrease in top end diameter below the State Forest inventory guideline of a 3.0" top, estimated tons of tree length pine pulpwood to be hauled will be increased by 1.0% from advertised tonnages.

4. Hardwood saw timber method: For each 1.0" increase in top end diameter above the State Forest Marking Guideline of a 10.0" top, estimated tons of hardwood saw timber to be hauled will be decreased by 1.25% from advertised tonnages. For each 1.0" decrease in top end diameter below the State Forest Marking Guideline of a 10.0" top, estimated tons of hardwood saw timber to be hauled will be increased by 1.25% from advertised tonnages.
5. Hardwood pulpwood method: For each 1.0" increase in top end diameter above the State Forest marking guideline of a 4.0" top, estimated tons of hardwood pulpwood to be hauled will be decreased by 1.0% from advertised tonnages. For each 1.0" decrease in top end diameter below the State Forest inventory guideline of a 4.0" top, estimated tons of hardwood pulpwood to be hauled will be increased by 1.0% from advertised tonnages.

Please mail bids to Booneville Human Development Center. 87 Reed Road, Booneville, AR 72927 Attn: Jeff Gonyea

Bids may be faxed to 1-479-675-2518 Attn: Jeff Gonyea

Bids may be emailed to [Jeffrey.Gonyea@dhs.arkansas.gov](mailto:Jeffrey.Gonyea@dhs.arkansas.gov)