



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 # 1** 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 112 acres of land owned by Booneville Human Development Center described as: **Section 19 of Township 5 North Range 27 West Latitude 35.090826 by Longitude -93.914599**, all in Logan County, Arkansas. Tract boundaries are marked in three horizontal stripes of orange paint. The objectives for the thinning on the 112 acres are: Removal of all non-marked timber. The area has been selected for a seed tree harvest with natural regeneration so all timber should be removed except the marked seed trees.

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

656 MBF of Pine 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 Agriculture Forestry Division Forester.

Please give a per ton bid for pine saw timber, pine pulpwood, 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., 19th day, December 2019**. 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.

Sincerely,

Jeff Frizzell
County Forester RF #1530
Arkansas Agriculture Department
Forestry Division

BID FOR TIMBER

Booneville Human Development Center Timber **Sale#1 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 Forestry Commission 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

STATE OF ARKANSAS

County of Logan

Forest Products Sale Agreement

This agreement is made and entered into by and between Booneville Human Development Center of Arkansas hereinafter called the Seller, and West Fraser Inc.

of _Russellville _AR_ hereinafter called the Buyer.

Article 1. The Buyer agrees to buy from the Seller, and the Seller agrees to sell to the Buyer, upon the terms and conditions hereinafter stated: A 112 acre stand of pine that has been marked for a natural regeneration treatment. The trees to be left have been marked with an orange band at eye level and an orange mark at ground level.

This sale area is located on lands of Booneville Human Development Center in the county of Logan, and the state of Arkansas from which the Seller is empowered to cut or sell forest products. Legal description of the tract is as follows: Section 19 of Township 5 North and Range 27 West. The boundaries of the sale have been 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 of the area contained inside of these marks is in the sale unit.

Article 2. The Buyer agrees to pay to the Seller the sum of (\$ See Attachment 1-Bid Tabulation) Dollars or per unit as follows for the privilege of cutting and removing the forest products described in Article 1.

Payment shall be made as described in Attachment 2-Sale Prospectus.

Article 3. The Buyer further agrees to cut and remove the above described forest products in accordance with the following conditions:

1. No trees shall be cut except those that have not been marked with orange paint at eye level with the stump mark to remain. All other stems shall be cut in the unit.
2. Merchantable trees not included in the sale, if cut or unnecessarily destroyed, shall be paid for at the rate of 2 times per unit amount in Article 2.
3. Trees not included in this sale, regardless of size or species, shall be protected against injury during cutting, skidding, loading, and hauling operations. Roads and log decks shall be located, insofar as possible, to avoid damage to fields, and to minimize erosion and environmental damage.
4. The Buyer assumes responsibility for the suppression of and damage from all fires caused by him and/ or his agents or employees.
5. The Buyer agrees to repair at his own expense damage caused by his operations to roads, gates, fences, ditches, bridges, culverts and buildings, to pay for any crop losses caused by his operation, and to remove logging debris from existing roads, drainage ditches, natural streams, ponds, boundary lines, and fields. Fields damaged by Buyer's activities shall be restored to their original condition.
6. The Buyer agrees to comply with current Forestry Best Management Practices (BMP's) during logging operations. (See attached for specific requirements.)
7. Buyer shall not commit or permit any unlawful acts, activities, or nuisances on the property, nor commit any waste thereon.
8. The buyer shall notify the Seller or his Agent(s) before harvest operations begin.

Article 4. It is mutually understood and agreed by and between the parties hereto as follows:

1. This agreement shall terminate August 1, 2021.

2. This agreement shall not be assigned in whole or in part without the written consent of the other party hereto.
3. Title to and responsibility for the above mentioned trees shall pass to the Buyer upon receipt of payment by the Seller or his Agent(s) for same or upon the harvesting of said trees, whichever occurs first; however, when trees are harvested prior to the Seller or his Agent(s) receiving payment for said trees, the Seller retains and the Buyer grants a Vendor's Lien on such trees until paid in full.
4. Any trees included in this sale which are uncut and any cut forest products which are not removed at the date this agreement terminates, remain and become the property of the Seller.
5. The Buyer and his Agent(s) shall have normal access on and across the property for the purpose of conducting cutting operations during the time limit stated in this agreement.
6. The Seller and his Agent(s) reserve the right of checking cutting operations at any time to determine whether or not the provisions on this agreement are being carried out.
7. The Seller will not be liable for any damage or loss to property or equipment in use on his property or stored on his property by the Buyer or used in connection with the transportation of these forest products.
8. The seller disclaims all responsibility of any and all damage to the property of a third party resulting in any way from the harvesting and /or removal of the trees sold to the Buyer, including, but not limited to, property such as power lines, telephone lines, water lines.
9. In the event any timber included in this contract is destroyed or damaged by fire, wind, flood, insects, disease, or similar cause, to the extent it is unmerchantable, the party holding title to the destroyed or damaged timber shall bear the loss in stumpage and required deposits resulting from such destruction or damage. There shall be no obligation on the part of the Seller to supply, or on the Buyer to accept and pay for, other timber in lieu of that destroyed or damaged: Provided, that damage to or loss of timber removed from the sale area shall be borne by the Buyer, and: Provided further, that this

paragraph shall not be construed to relieve either party of liability for negligence.

10. This agreement shall be binding upon the heirs, administrators, executors, successors, or assigns of both parties.

In witness whereof the parties hereto have set their hands and seal:

Witness _____ Buyer _____

Date _____ Date _____

Witness _____ Seller _____

Date _____ Date _____

BID FOR TIMBER

Booneville Human Development Center Timber Sale#1 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 \$ 27⁰⁰; Pine saw timber minimum top diameter 7"; Cutting tops as pw? YIN

Pine pulpwood price per ton \$ 2⁰⁰; Pine pulpwood minimum top diameter 3"

Hardwood saw timber price per ton \$ 25⁰⁰; Hardwood saw timber minimum top diameter 10"

Hardwood pulpwood price per ton \$ 4⁰⁰; Hardwood pulpwood minimum top diameter 3"

Pine Chip-n-Saw price per ton \$ 15⁰⁰; Pine Chip-n-Saw top diameter 5"

Bid subject to access suitable for logging and terms of the contract.

Telephone: _____ Fax: _____

West Fraser, Inc. 2401 South Arkansas Ave. Russellville AR 72861
(Company) (Address) (City, State, Zip)

Signature of Bidder: [Signature] Date: 12/18/19

Printed Name of Bidder: Doug Read Mobile Phone: 903-219-0174