TN Department of Agriculture | Forestry

PUBLIC NOTICE

STATE FOREST TIMBER SALE BIDS

9/14/2021

Announcement

Timber sale bid openings will be closed to "in person" public viewing to prevent potential spread of COVID-19. The Tennessee Department of Agriculture Division of Forestry (TDF) urges all citizens to follow CDC guidelines for good health to stop the spread of the virus. The bid opening will be performed as usual by a limited number of TDF personnel at the district office and will be broadcast publicly online (see WebEx instructions below).

A current list of state forest timber sales can be found at:
https://www.tn.gov/agriculture/forests/state-forests/state-forest-timber-sales.html

Instructions to Bid on Sale(s)

1. Download the "Invitation to Bid and Pro Forma Contract" using the link for the timber sale(s) you are interested in submitting a bid (for example A-04-21-02). Save the file(s) to your computer. Either:
   A. Print the "Invitation to Bid" page for each sale that you want to submit a bid and fill out.
   or
   B. Digitally fill out the the "Invitation to Bid" PDF page for each sale that you want to submit and sign digitally.
2. Complete the "Bid" information for each sale you want to submit a bid. One form must be completed for each individual sale. All "required" information must be provided or the bid will be rejected.
3. Deliver bid - Bids will be accepted in the following methods:
   - ONLINE:
     - **All online bids must be received prior to 1 hour of bid opening date and time** (for example, if a bid opening is scheduled for 10:30 a.m. CDT, then bids will be accepted until 9:30 a.m. CDT on that date).
     - If printed, scan or take a picture of the completed and signed Invitation to Bid form for each sale you are bidding on and save it.
     - If digitally filled out and digitally singed, save the PDF document.
     - Click on the "PLACE BID" link in the timber sale table to open the State Forest Timber Sale Bid Contact form. The form is the same for all sales.

- Fill out the contact information, select the individual sale # you are bidding on from the drop-down list, and upload your signed invitation to bid form corresponding to the sale # selected.
- Click "Submit Form" to submit.
- Repeat these steps for each sale you are bidding on. Be sure to match the selected sale # in the drop-down list with your scanned bid form.

- HAND DELIVERY
  - The appropriate bid number must be on the outside of the envelope and the envelope sealed. Only one bid per envelope. Please print the name of the bidder, organization, and telephone number on the outside of the bid using the 'Pre-printed Bid Envelope Label' provided in the bid packet. The State assumes no responsibility for lost or misdirected bids.
  - Bring the sealed Bid to the Bid Opening location during normal business hours prior to the specified time bids are to be opened.
- MAILED
  - The appropriate bid number must be on the outside of the envelope and the envelope sealed. Only one bid per envelope. Please print the name of the bidder, organization, and telephone number on the outside of the bid using the 'Pre-printed Bid Envelope Label' provided in the bid packet. The State assumes no responsibility for lost or misdirected bids.
  - Put the sealed envelope into a larger envelope and mail to the address provided in the "Invitation to Bid". If more than one bid is being submitted, the individual sealed envelopes may be placed in one large envelope and mailed to the appropriate address.

Submission of the bid(s) shall follow the GENERAL PROVISIONS of the bid.

If you have problems downloading or viewing the timber sales files, please contact Philip M. Morrissey, State Forest Unit Leader, to get invitations to bid by mail. Please include the sale number(s) along with your name, street address, city, zip code and phone number with your request.

Philip M. Morrissey, State Forest Unit Leader
TDA Division of Forestry
P.O. Box 40627
Nashville, TN 37220
(615) 837-5422
philip.morrissey@tn.gov

Bid Opening Online Public Access

There will be a online video meeting for each of the timber sale bid openings.

Each session will start an hour before the actual time of the meeting so any technology issues can be worked out. Participants are advised to take advantage of this lead time to test their connection.

There is a unique password and unique link for each of the sessions. This is an extra security measure is to dissuade attackers, rather than keep out the public.

A link to the WebEx meeting will be available on the State Forest Timber Sales webpage by noon the day prior to the bid opening - https://www.tn.gov/agriculture/forests/state-forests/state-forest-timber-sales.html

Tennessee State Forest Timber Sales Information

Each year stands of timber are selected to be harvested on the State Forests to maintain healthy forests or harvested to start a new forest cycle that maintains a healthy tree age and habitat distribution across the forests.

Tennessee's State Forest resources are utilized and managed for the citizens of Tennessee for multiple-uses. These forests are managed according to the state laws and rules found in the Tennessee Code Annotated, Title 11, Chapter 4; and Rules, Chapter 0080-07-01, Protection of the State Forests. Additionally, professional foresters manage the resources according to scientific forestry principles for their sustained use.

In the process of managing for healthy and sustainable forests and the utilization of the resources that are found on the State Forests, the State regularly harvests timber. Harvests are generally administered through timber sales and these sales are governed by the procedures outlined in General Services Rule 0690-2-1-.18 (a), Disposal of Forestry Products. Basically, the removals of regularly scheduled harvested timber are sold through a sealed bid process with the timber going to the highest bidder. The Purchaser and the State then enter into a Timber Sales Contract that outlines the terms and conditions of the sale and removal of the timber. By rule, all scheduled sales require the collection from the Purchaser a performance deposit in the amount of 7% of the sale price.

Instructions –

1) Complete the "Bid" information for the sale that you wish to submit a bid. A "Bid" form must be completed for each sale. All "required" information must be provided or the bid will be rejected.
2) The appropriate bid number must be on the outside of the envelope and envelope sealed. Only one bid per envelope. Please print the name of the bidder, organization and telephone number on the outside of the bid. The State assumes no responsibility for lost or misdirected bids.
3) Submission of the bid(s) shall follow the GENERAL PROVISIONS of the bid.

   Mailing - Put the sealed envelope into a larger envelope and mail the larger envelope to the address provided in the "Invitation to Bid". If more than one bid is being submitted, the individual sealed envelopes may be placed in one large envelope and mailed to the appropriate address.

   Hand Delivery - Bring the sealed Bid to the Bid Opening location during normal business hours prior to the specified time bids are to be opened.

   Bids will not be accepted in any other form.

Pre-printed Bid Envelope Label

Cut the label along the dashed lines and affix it to the front of the sealed bid envelope with clear tape.

Timber Sale 05/26/2022 @ 11:00 am EDT

Chuck Swan State Forest - Timber Sale A-04-22-03

Bidder's Name _____
Organization_____
Telephone_____

TN Department of Agriculture | Forestry

Invitation to Bid

STATE OF TENNESSEE
DEPARTMENT OF AGRICULTURE
DIVISION OF FORESTRY

INVITATION TO BID

BID NO. A-04-22-03 – Chuck Swan State Forest

April 22, 2022

The Tennessee Division of Forestry offers for sale the timber described in Addendum "A" of the pro forma contract and subject to the "General Provisions" of the Invitation to Bid. Sealed bids will be received until:

Date: May 26, 2022
Time: 11:00am EDT At the following location:

Bids delivered by mail must be mailed to:	**Bids delivered by hand must be delivered to:**
Tennessee Department of Agriculture Division of Forestry *P.O. Box 2666* *Knoxville, TN 37901*	Tennessee Department of Agriculture Division of Forestry *2416 Fletcher Luck Lane* *Knoxville, TN 37996* *(Located on the UT Ag Campus behind the greenhouses)*

Printed bids will not be accepted at any other location. This bid can be digitally filled out, signed, and submitted through the online bid link here:
https://www.tn.gov/agriculture/forests/state-forests/state-forest-timber-sales.html

BID

In compliance with the above Invitation and subject to all General Provisions, the undersigned offers and agrees, to purchase and pay for the timber described in Addendum "A" and with the terms and conditions found in the pro forma contract, within 15 business days after Notice of Acceptance by the Tennessee Division of Forestry. All of the following information should be provided. **Failure to provide the "required" information will result in rejection of the Bid**.

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

By: _____ _____
Signature (required) **Print or Type Name**

Title of Person Signing the Bid_____ Phone # _____

Owner/Organization Name_____(required)

Street Address _____

City, State _____ Zip_____

TN Department of Agriculture | Forestry

Invitation to Bid

Tour Dates

Forestry Division personnel will give a tour of the sale areas on:
Date: Monday May 9th, 2022
Time: 09:00am EST
Those interested should meet at the State Forest Headquarters.
For additional information contact:
Name: Jeffrey Collins-Key
Address: 3476 Sharps Chapel Rd. Sharps Chapel, TN 37866
Phone: (865) 203-0340
Email: Jeffrey.collins-key@tn.gov

GENERAL PROVISIONS

Timber sales shall comply with the procedures outlined in General Services Rule 0690-2-1-.18 (a), Disposal of Forestry Products. The pro forma contract contains the essential terms and conditions of the timber sale contract that is signed by both parties.

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

The departure from the procedures, stipulations or requirements outlined in the Invitation to Bid and General Provisions may be granted only with approval from the Commissioner of the Tennessee Department of Agriculture.

1. **PREPARATION OF BIDS**:
   (A) Failure to examine any maps and/or instructions will be at bidder's risk.
   (B) Bids must be filled out in **ink or typewritten or digitally submitted**. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error, and must be initialed in ink by person signing bid.

2. **SUBMISSION OF BIDS:**
   (A) **Bid Envelope** – For printed paper submissions, the appropriate bid number must be on the outside of the envelope and envelope sealed. **Only one bid per envelope**. Please print the name of the bidder, organization and telephone number on the outside of the bid. The

State assumes no responsibility for lost or misdirected bids.

(B) **Signature - Bids must be signed in ink, if printed, or digitally signed, if digitally submitted. The person signing the Invitation to Bid must be a person authorized to bind the bidder contractually. Unsigned bids will be rejected. Unsigned bids cannot be signed after the bid has been opened, even if the bidder or the bidder's representative is present at bid opening. No signatures shall be in pencil.** Name of person executing bid and the organization he/she represents should be typewritten or be legibly printed in longhand.

(C) **Bid Form** - Only bids submitted on bid forms furnished by the Division of Forestry will be considered.

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

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

5. **AWARD**:

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

(B) If the highest responsible bidder does not meet the minimum bid determined by the Division of Forestry which is held in confidence in a sealed envelope and opened during the bid opening (the "Minimum Bid"), but is within 95% of the Minimum Bid, the Division of Forestry may negotiate with the highest responsible bidder to accept the Minimum Bid as the purchase price. If the highest responsible bidder accepts the Minimum Bid as the purchase price, then the highest responsible bidder will be declared the purchaser.

(C) Should the highest responsible bidder not accept or meet the requirements or stipulations in the Invitation for Bids or General Provisions, including accepting the Minimum Bid as the purchase price, then the next highest responsible bidder will be offered the opportunity to accept the Minimum Bid as the purchase price and accept the stipulations specified in the Invitation for Bids. If the next highest responsible bidder accepts the purchase price and stipulations, the next highest bidders will be declared the purchaser. If the next highest responsible bidder also refuses to accept the Minimum Bid as the purchase price, the no award shall be made and all bids shall be rejected.

(D) Should two bids be identical in amount, the winner of a coin toss will determine the highest bidder and next highest bidder.

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

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

(B) Proof of General Liability Insurance applicable to Tennessee

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

(D) Proof of legal alien work status, if applicable

- United States Passport
- Unexpired Foreign Passport with I-551 Stamp
- I-94 Arrival/Departure Record
- Alien Registration Receipt Card (Resident Alien Card) I-551 (Issued after March 1977)
- Alien Registration Receipt Card (Resident Alien Card) I-551 (Issued since 1989)
- Alien Registration Receipt Card (Conditional Resident Alien Card) I-551
- Temporary Resident Card I-688
- Employment Authorization Card I-688A
- Employment Authorization Card I-688B

TN Department of Agriculture | Forestry

Pro Forma Contract

STATE OF TENNESSEE
DEPARTMENT OF AGRICULTURE
FORESTRY DIVISION

PRO FORMA TIMBER SALE CONTRACT

TIMBER SALE NUMBER A-04-22-03

This Contract, by and between the State of Tennessee, Department of Agriculture, Division of Forestry, hereinafter referred to as the "STATE" and Purchaser's Name, hereinafter referred to as the "PURCHASER," provides for the sale and harvesting of timber on state forest land, as further defined in this Contract.

The PURCHASER's address is:

Street
City State, Zip Code

The PURCHASER agrees to buy and the STATE agrees to sell certain timber on **Chuck Swan State Forest** further described in Addendum A and location depicted on maps in Addendum B.

The PURCHASER agrees to harvest said timber and provide other services in strict compliance with all of the following conditions and requirements, which are hereby, made a part of this contract.

1. **CONTRACT TERM** - This Contract shall be effective for the period commencing on the date the contract is signed by both parties, provided that the PURCHASER complies with all terms of the Sealed Bid opened on **May 26, 2022,** and ending on **December 15, 2023**. The PURCHASER shall have until **December 15, 2023,** to complete the logging operation. The date for the completion of this contract or other dates specified for the completion of certain terms of the

contract may be subject to extension(s) at STATE's discretion.

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

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

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

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

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

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

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

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

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

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

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

   D. PURCHASER, at the direction of the STATE's representative or by other terms and conditions of this contract, shall stop timber harvesting operations one day before and during managed hunts or other times hunting seasons are open as designated by proclamation of the Tennessee Wildlife Resources Agency Commission.

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

   F. PURCHASER shall disperse logging slash and debris from timber bunching areas to the satisfaction of STATE'S Forester.

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

   H. PURCHASER shall not bring onto the State Forest property logs or unprocessed forest products not cut on the State Forest property, except as permitted by the District Forester or his representative. State, county or municipal public roads or right-

of-ways passing through the State Forest are not considered State Forest property.

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

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

10. **LIABILITY** - The STATE shall have no liability except as specifically provided in this Contract. The PURCHASER shall be wholly and solely responsible for any and all losses or damages caused by the PURCHASER or his employees, agents or assigns to any persons or property in connection with any of this operation, and binds and obligates himself to save and hold harmless the STATE on account of any such loss or damage, including all cost and expenses to STATE on account of any action filed against it in connection therewith. All stumpage offered for sale is sold "Where Is and As Is" without

recourse. No representation, warranty (either express or implied), or guaranty is made by the STATE as to the quantity, quality, condition, size or description. Any discrepancy between the STATE'S estimated volume and the volume cut will not affect the validity of the sale or be considered the basis of a claim.

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

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

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

14. **CONFLICT OF INTEREST** - No employee of the State of Tennessee shall be admitted to any share or part of this sale, or to any benefit that may arise therefrom.

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

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

17 **WATER QUALITY ENFORCEMENT ACTIONS** – Neither the PURCHASER, the PURCHASER'S on-site supervisor nor subcontractor's on-site logging supervisor shall be permitted to conduct any logging activities on the State Forest if the individual(s) is subject of an open Notice of Violation (NOV) with the Department of Environment and Conservation, hereinafter referred to as "TDEC", or similar action(s) in another state(s). All logging activities shall cease until any and all NOV's are closed by TDEC or similar authority in another state or permitted to resume by the State Forester.

No PURCHASER, PURCHASER's on-site supervisor nor PURCHASER's subcontracted on-site logging supervisor shall be permitted to conduct logging activities on the State Forest if the individual has received from TDEC a "Stop Work", "Director's" or "Commissioner's" Order under ***Tennessee Code Annotated***, Water Control Act, Sections 69-3-100 through 69-3-142, or similar action(s) in another state. Should such Orders be issued to the PURCHASER, on-site supervisor or subcontractor during the contract term, all logging activity shall cease until a qualified on-site supervisor or approved subcontractor replacement can be found.

PURCHASER shall notify the STATE immediately, but not more than twenty four (24) hours, excepting weekends and STATE holidays, of

receiving any water quality enforcement action issued by TDEC or similar authority in another state.

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

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

20. **STATE AND FEDERAL COMPLIANCE**. The PURCHASER shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.

21. **GOVERNING LAW**. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The PURCHASER agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The PURCHASER acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under ***Tennessee Code Annotated***, Sections 9-8-101 through 9-8-407. Claims against the State of Tennessee, or its employees, or injury damages expenses or attorney's fees are heard and determined by the Tennessee Claims Commission or the Tennessee Board of Claims in

the manner prescribed by law (***Tennessee Code Annotated***, Sections 9-8-101 *et seq*., 9-8-301 *et seq*., and 9-8-401 *et seq*.). Damages recoverable against the State of Tennessee shall be expressly limited to claims paid by the Board of Claims or the Claims Commission pursuant to ***Tennessee Code Annotated***, Section 9-8-301 *et seq.*

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

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

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

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

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

27. **PROHIBITED ADVERTISING**. The PURCHASER shall not refer to this Contract or the PURCHASER's relationship with the State hereunder in

commercial advertising in such a manner as to state or imply that the PURCHASER or the PURCHASER's services are endorsed.

28. **COMMUNICATIONS AND CONTACTS**. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth in Addendum D or to such other party, facsimile number, or address as may be hereafter specified by written notice.
All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.

29. **INCORPORATION OF ADDITIONAL DOCUMENTS**. Included in this Contract by reference are the following documents:

    A. The Contract document

    B. Invitation to Bid

    C. Addenda

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

TN Department of Agriculture | Forestry

Pro Forma Contract

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

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

The Purchaser

Type Purchaser's name or organization

Owner or Authorized Representative

Date

Tennessee Department of Agriculture

Commissioner, Charlie Hatcher, DVM

Date

Forestry Division

State Forester, David Arnold

Date

TN Department of Agriculture | Forestry

Pro Forma Contract

Addendum A

Description of the Timber Sale Location and Timber being Sold

The Tennessee Department of Agriculture, Division of Forestry offers for sale certain marked timber in three (3) sale area(s) located on:
State Forest – Chuck Swan
County - Union
Nearest Town/City – Sharps Chapel
Map Reference – Addendum B

Forest	Sale Area Number	Compartment	Stand	Acres	Boundary Color
Chuck Swan	1	15	10	24	Blue
	2	15	27	16	Blue
	3	15	39	16	Blue
Total				**56**	

Although the Division of Forestry does not guarantee the accuracy of these figures, the species, estimated number of trees, and estimated board foot volume (International ¼ Inch Rule) are as follows:

Species*	Number of Trees	Estimated Sawtimber Board Foot Volume International ¼" (BF)	Estimated Sawtimber Board Foot Volume Doyle (BF)
White Oak	112	12,785	9,835
Chestnut Oak	756	66,048	50,806
Red Oak*	249	30,854	23,734
Scarlet Oak	319	32,231	24,793
Yellow Poplar	254	19,310	14,854
Hickory	473	23,570	18,131
Miscellaneous*	414	19,889	15,299
Total	**2,577**	**204,687**	**157,452**

*Miscellaneous includes: Red Maple, Sugar Maple, American Beech, Elm Spp., Blackgum, Sourwood, Sassafras, Black Cherry, Post Oak, E. Red Cedar
* Red Oak includes: Black Oak, Northern Red Oak, Southern Red Oak

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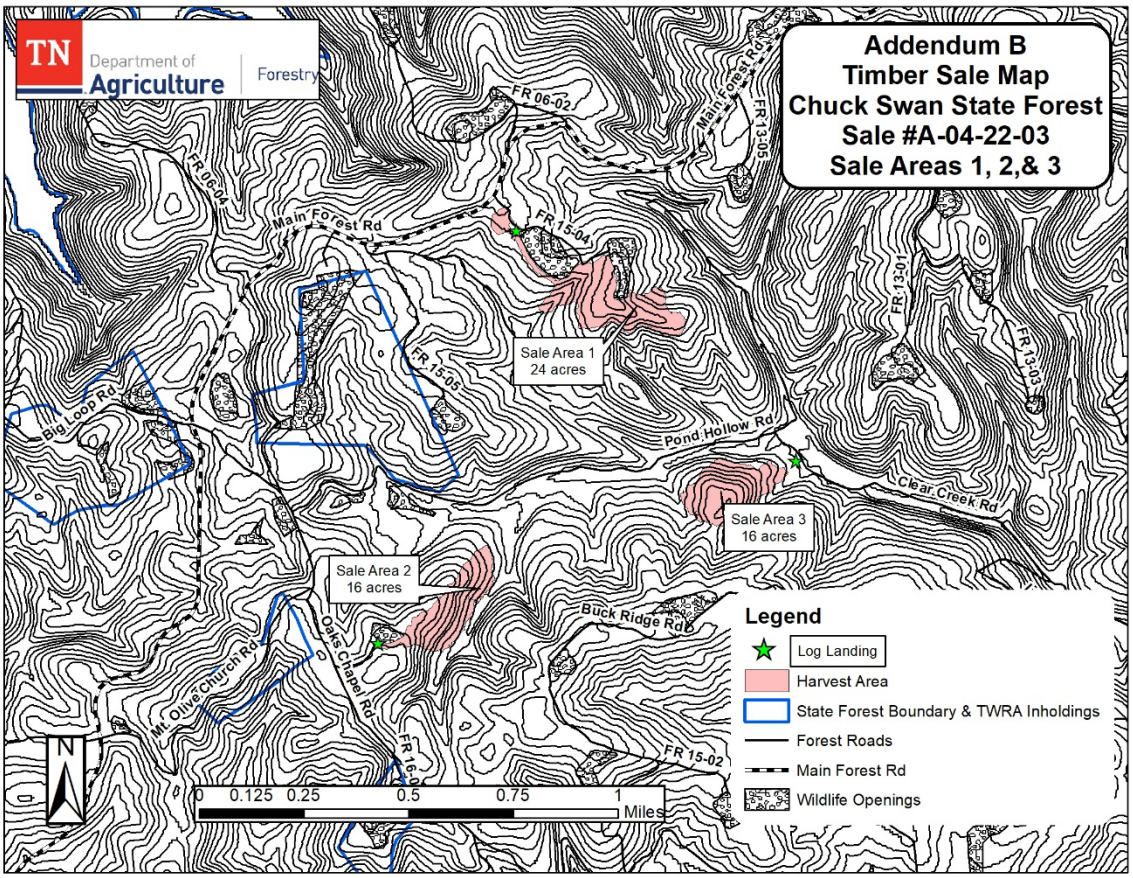
Addendum B Maps

(see attached)



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Addendum C

Special Terms and Conditions

A. Due to historically wet conditions, no timber harvesting will be permitted on the State Forest between the dates of December 16 and February 28, except as permitted by the District Forester or his/her designated representative.

B. The PURCHASER shall purchase and spread a minimum of 225 tons of 2 ½" (drain-fill), 75 tons of ¾" (57's) (**300 tons total**). All gravel will be spread on haul roads or at locations designated by the Division of Forestry's representative and/or State Forest Forester, **BEFORE** any timber is cut and removed from the sale areas.

C. The PURCHASER shall exercise caution and utmost care to prevent damage to trees not designated for harvest. Damage shall be determined and assessed at the sole discretion of the STATE's Forester and/or according to Section 7 (Penalties) of the contract. The PURCHASER shall not cut, push down, or through negligence damage any trees that have been marked with **blue paint** to mark the boundary of the sale areas, **pink paint** to mark boundaries of equipment exclusion zones, and/or **bands of yellow paint** to mark den or other leave trees.

D. All trees painted with an **orange "X"** shall be felled, unless they are marked with **blue paint**, **pink paint**, or **bands of yellow paint**.

E. All **Hardwood Species** within Sale Areas that have a **Pink or Yellow Bands** shall be left as leave trees.

F. Within the sale areas that are to be harvested the PURCHASER shall cut all trees 4.5 feet tall and taller (slashing), except within equipment restriction zones or other areas otherwise designated, where slashing shall **not** be implemented. Stumps of severed trees shall not exceed 12 inches in height above the ground.

G. The PURCHASER shall not enter equipment restriction zones with motorized equipment (bulldozers, skidders, and like equipment). Trees

marked for removal in these areas shall be removed by cable. Non-merchantable tops and limbs shall be severed in the immediate sale area. Equipment restriction zones and SMZ's are to retain vegetation to protect the forest floor primarily for wildlife habitat and water quality protection.

H. Delimbing devices may be used for pine species only, but such devices shall be located away from the landing(s) at points designated by the STATE's forester. Hardwood species shall be topped and delimbed where the tree falls. Skidding of the tree-length boles (merchantable bole minus top and limbs) is acceptable for all species. Trees falling outside the sale area shall be pulled back into the sale area and non-merchantable tops and limbs severed in the immediate sale area.

I. The PURCHASER shall **not** allow excessive volumes of cut-off logs, tops and limbs to accumulate at either landings or delimbing devices. Cut-off logs, tops and limbs that for whatever reason accumulate at landings and delimbing devices shall be scattered evenly back onto the sale area each day in a manner and to the degree that is acceptable to the STATE's forester.

J. Within each sale area, logging shall be carried out in sections at the discretion of the STATE's Forester or designated representative. Each section must be completely harvested, with the exception and requirements mentioned above, before proceeding to the next section.

K. While on Chuck Swan State Forest, equipment, trucks and trailers must remain on rocked surfaces when outside the sale area(s) and associated landing(s), except with written permission from the STATE's Forester.

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Addendum D

Communications and Contacts

The State:

Jeffrey Collins-Key, State Forest Supervisor
3476 Sharps Chapel Rd. Sharps Chapel, TN 37866
Phone: (865) 203-0340
Fax: (865) 278-3352
Email: jeffrey.collins-key@tn.gov

The PURCHASER:

Name
Address
Phone
Fax

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the day of delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the telefax machine at the receiving location and receipt is verbally confirmed by the sender if prior to 4:30 p.m. CST. Any communication by facsimile transmission shall also be sent by United States mail on the same date of the facsimile transmission.