



**Enhanced Fuels Management
American Recovery & Reinvestment Act
GEORGIA FORESTRY COMMISSION
2009-10 APPLICATION & CONTRACT**



Name: _____
 Last, First M. I. D.U.N.S. Number
 Mailing Address: _____
 City: _____ State: GA Zip: _____
 E-Mail: _____
 Phone No.: _____ Fax No: _____
 County of Land Location: _____

NOTE: ALL COST DOCUMENTATION IS REQUIRED TO BE TURNED IN TO GFC WHEN PRACTICE IS COMPLETE

Georgia Forestry Commission Official Use Only

| # of Units Requested | Practice | Unit | # of Units Approved | Rate \$ / unit | \$ Approved | Units Performed | \$ Earned | # of Man-Hours |
|----------------------|--------------------------------|---------------|---------------------|----------------|-------------|-----------------|-----------|----------------|
| | Light Site Prep | AC | | \$ | \$ | | \$ | |
| | Heavy Site Prep | AC | | \$ | \$ | | \$ | |
| | Savannah Bedding | AC | | \$ | \$ | | \$ | |
| | Industrial Harrowing | AC | | \$ | \$ | | \$ | |
| | Drum Chopping | AC | | \$ | \$ | | \$ | |
| | Root Rake/Spot Pile | AC | | \$ | \$ | | \$ | |
| | KG Blade/Shear S.P. | AC | | \$ | \$ | | \$ | |
| | Machine/Hand Planting | AC | | \$ | \$ | | \$ | |
| | V-Blade Planting | AC | | \$ | \$ | | \$ | |
| | Containerized Seedlings | AC | | \$ | \$ | | \$ | |
| | Bareroot Seedlings | AC | | \$ | \$ | | \$ | |
| | Herbaceous Release | AC | | \$ | \$ | | \$ | |
| | Forestry Mowing | AC | | \$ | \$ | | \$ | |
| | Chemical Fuel Reduction | AC | | \$ | \$ | | \$ | |
| | Pre-Commercial Thin | AC | | \$ | \$ | | \$ | |
| | Commercial Thin | AC | | \$ | \$ | | \$ | |
| | Silvopasture Conversion | AC | | \$ | \$ | | \$ | |
| | Agricultural Food Crop | AC | | \$ | \$ | | \$ | |
| | New Helicopter Dip-site | EA | | \$ | \$ | | \$ | |
| | Wetland Restoration | AC | | \$ | \$ | | \$ | |
| | New Opening w/NWSG | AC | | \$ | \$ | | \$ | |
| | Prescribe Burning w/firebreaks | AC | | \$ | \$ | | \$ | |
| | Firebreaks Only (contractor) | HR | | \$ | \$ | | \$ | |
| | | TOTALS | | | \$ | | \$ | |

* Round off total dollar amounts to nearest whole dollar.

Date Practice to be Completed: _____

Initial Needs Approval: _____

GFC Forester

Date

Performance Check Approval: _____

GFC Forester

Date

Foresters/Technicians should keep original contracts until practice is complete, then mail to Macon **Partial payment?** **Practice fully complete**

Explain any amendments approved by GFC Forester: _____

Approved for Payment by: _____

Landowner should sign 2 originals. An original, signed contract should be mailed to Macon for payment once performance check and Request for Payment form have been completed.

TERMS & CONDITIONS

Enhanced Fuels Management

In consideration of the benefits that accrue to me by participating in the Enhanced Fuels Management Program, otherwise known as EFM, I agree to the following terms and conditions, and guidance documents posted on the EFM website in favor of the Georgia Forestry Commission (GFC):

1. I certify that I am the legal owner, or have legal authority to act in the legal owners behalf, of the land described on the reverse side of this application and contract and that I have not applied for or received any other federal incentive payment assistance on this land. I further certify that I am applying as a forest landowner, who intends to engage in silvicultural activities on lands described on the reverse side of this application and contract over the next 10 years. I further certify that I own, or have legal authority to act in the legal owner's behalf, of a minimum of ten (10) acres of land either currently growing or suitable for growing trees.
2. I agree to provide the GFC with all cost documentation in writing justifying my expense incurred when my practice is complete and I further understand and agree that my incentive payment will not be processed until the full completion of all components within my practice as determined by the GFC Forester.
3. I agree to install this practice according to the specifications set forth within the letter provided me by the GFC Forester upon application approval.
4. I agree to notify GFC when I have completed installation of all components for this practice, whereupon the GFC Forester will determine component units performed and approved, which will be the basis for my receipt of payments duly earned.
5. I understand and agree that where practice establishment does not meet the minimum specifications due to factors beyond my control, the State Forester or designee may approve payment provided:
 - Satisfaction is shown to the GFC forester or designated natural resource professional that a reasonable effort was made to meet the minimum practice requirements; and the practice, as performed, adequately meets the intent, purpose and objectives of the program.
6. I understand and agree that if any owner, successor, or assignee uses any scheme or device to unjustly or illegally benefit from this program, the financial assistance funds shall be withheld or a refund of all or part of any program payments otherwise due or paid that person shall be secured. A scheme or device includes, but is not limited to, coercion, fraud or misrepresentation, false claims, or any business dissolution, reorganization, revival, or other legal mechanism designed for or having the effect of evading the requirements of EFM.
7. I understand and agree that if any owner or successor takes any action or fails to take action, which results in the destruction or impairment of a prescribed practice for the duration of the practice, incentive payments shall be withheld or a recapture of all or part of any EFM payments otherwise due or paid shall be secured based on the extent and effect of destruction and impairment.
8. Nothing in this application and contract requiring the withholding or refunding of financial assistance funds shall preclude any penalty or liability otherwise imposed by law.
9. I certify that I have no conflict of interest in connection with this contract and that the laws of the State of Georgia regarding conflicts of interest have not been violated in any respect in connection with this contract.
10. I agree that GFC may, by thirty (30) days written notice to me, terminate this contract in whole or part, without limitation of any other remedy of GFC under this contract.
11. I agree that I may not assign or delegate, in whole or in part, my performance or benefits hereunder without prior written consent of GFC.
12. I agree that this contract is a Georgia contract made under the laws of the State of Georgia and deemed executed in Georgia. Any suit on a claim arising from this contract must be brought in the Superior Court of Fulton County, Georgia
13. I agree that there are no third party beneficiaries of this contract.

Since funds for this payment were provided by the American Recovery and Reinvestment Act of 2009, these additional provisions will apply:

14. I agree to obtain a reasonable estimate of the number of employees, man-hours and days spent working to complete practices on my property, and in turn report this information with my bills, receipts, and other cost documentation associated with each practice. This would include all workers and supervisors who worked on the property.
15. I agree to allow inspection/access to the treatment areas (by government officials), for a period of up to three (3) years following payments. I furthermore allow the GFC to show the documentation to any auditing authority issued to them for this same period of 3 years.
16. I agree to allow my name (preceding page on the first line) to be listed as a contractor or funds recipient on all documentation as required by ARRA regulations.
17. I agree to only use **Georgia-based contractors** with the work performed under this contract. This means that an officially recognized work address for a person or business must be within the State of Georgia. A company could be incorporated elsewhere but have an office in Georgia and qualify.
18. All applicable laws (local, state, and federal) should be followed with all phases of implementation of this contract

19. Drug Free Workplace

- a. If Landowner is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance, or marijuana during the performance of this contract.
- b. If the Landowner is an entity other than an individual, it hereby certifies that: 1) A drug-free workplace will be provided for the Landowner's employees during the performance of this; and 2) It will secure from any sub-contractor hired to work in a drug-free workplace the following written certification:

"As part of the subcontracting agreement with (Landowner or sub-contractor's name) certifies to the Landowner that a drug-free workplace will be provided to the sub-contractor's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3"

20. The Landowner shall be familiar and shall comply with the provisions of Title VI of the Civil Rights Act of 1964:

"No person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

21. ARRA Terms and Conditions as shown in "Landowner Requirements under the American Recovery and Reinvestment Act of 2009", apply and are make a part of this contract by reference. The Terms and Conditions can be found at: <http://www.gatrees.org/>. I have access to the web information or have requested a written copy of this information.

IN WITNESS WHEREOF, the parties have hereunto, and to a duplicate hereof like tenor and effect, acting by and through their duly authorized officers or agents, set their hands the day and year first above written.

GEORGIA FORESTRY COMMISSION

BY: _____
Landowner

Forester

WITNESS: _____

WITNESS: _____

DATE: _____

DATE: _____