



1055 East Whitehall Road
Athens, GA 30605
Office: 706-552-4448
Cell: 706-612-3729
Fax: 706-433-9951

*An Equal Opportunity
Employer & Service Provider*



Nathan Deal
Governor

Frank Sorrells
Interim Director

Board of Commissioners:

Wesley Langdale, Chairman
Valdosta

Jimmy Allen
Chula

Jim L. Gillis, Jr.
Soperton

Robert Pollard
Appling

W. Earl Smith
Greensboro

Larry Spillers
Barnesville

H. G. Yeomans
Swainsboro

August 18, 2017
Notice of Timber Sale
Baldwin County
Sale ID# 11352

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 11:00 a.m. on Tuesday, August 29, 2017, for the unit sale (per ton by product) of pine and incidental hardwood on 13.7 acres, 4.8 acres of which is owned by the Georgia Department of Public Safety (DPS) and 8.9 acres owned by the Georgia Forestry Commission (GFC), located in Baldwin County.

The sale area is located at the intersection of U.S. Highway 441 and State Route 49 on the west side of Milledgeville, GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 35, block C9.

This timber sale consists of mature loblolly and slash pine. An Ips pine beetle infestation has occurred in recent months. As a result, the contract period to cut and remove the timber is four (4) months. Fuel-wood chipping capability is desired for this harvest but is not required. We understand that the low volume of fuel-wood chips may make it unreasonable to bring in a chipping operation. See the attached "Timber Harvest Contract" for detailed instructions on this timber harvest.

Our estimate of total timber volume is approximately 1,000 tons of pine and 75 tons of fuel-wood chips, but is not guaranteed.

Bids may be brought to the opening site or mailed to the attention of Ben Hammond, Georgia Forestry Commission, 1055 East Whitehall Road, Athens, GA 30605. Bids will be publicly opened at 11:00 a.m. on Tuesday, August 29, 2017 at the Georgia State Patrol Post 33 Office (see attached bid opening location map). No bids will be accepted after 11:00 a.m.

Bid Requirements:

1. All bids must be submitted on the timber bid form provided with this notice, signed and sealed, and must have "GFC GSP FY18 #11352 Bid Sale" written on front of envelope. Per ton price and wood specifications **are required** for each product on bid form, except for fuel-wood chips. Specifications should include minimum top and butt size, minimum length or measured lengths, and, if appropriate, quality specifications (for example, knot size, sweep, etc.).
2. Mailed bids should be clearly marked "GFC GSP FY18 #11352 Bid Sale" on front of envelope and must arrive on the day before the sale. Faxed or phoned bids will not be accepted.
3. A check made payable to the **Georgia Forestry Commission** in the amount of \$1,000.00 must be enclosed in the sealed bid. Checks of unsuccessful bidders will be returned following bid opening. The successful bidder's check will be held in escrow and credited towards the performance bond. The performance bond amount will be \$1,000.00.

Continued...

A sample contract, bid form and maps of sale area are included with this timber sale notice. **Notice: Be sure to read through the “Timber Harvest Contract.”** Contract signing and receipt of performance bond will occur no later than seven (7) days after bid opening. For questions regarding the bid process or the sale area contact Ben Hammond, GFC, at 706-612-3729.

The Georgia Forestry Commission reserves the right to reject any and all bids.

Sincerely,

Ben Hammond

Ben Hammond, RF

Staff Forester



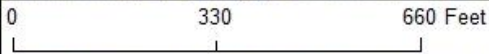
GFC GSP FY18 Timber Sale Bid Location Map 11:00 am Aug. 29, 2017

GA State Patrol
Post 33 Office
GA Hwy 49
Milledgeville, GA



Legend

- loading_deck
- ▨ GFC_harvest_bndry
- ▭ GFC_property_bndry
- ▨ GSP_harvest_area
- ▭ GSP_property_bndry



GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
GFC GSP FY18 Sale ID# 11352

COMPANY NAME: _____ FED. ID # OR S.S. #: _____

COMPANY REPRESENTATIVE: _____ TELEPHONE #: _____

ADDRESS: _____

Products	Price Per Ton	Minimum Top Size	Minimum Butt Size	Min. or Meas. Length	Quality Specs.
Pine pulpwood					
Pine top wood					
Pine chip & saw					
Pine saw timber					
Fuel wood chips					

I understand that this is a unit (per ton per product) timber sale. Per ton price and wood specifications have been entered for each product listed on this bid form. In order to validate this bid, a bid deposit in the form of a \$5,000.00 check, made payable to the Georgia Forestry Commission, is included. Checks of unsuccessful bidders will be returned. Successful bidder's check will be held in escrow and credited towards the performance bond. **THE GEORGIA FORESTRY COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

By: _____ Date: _____

**GEORGIA FORESTRY COMMISSION
TIMBER HARVEST CONTRACT
FOR
STATE OWNED LANDS
GEORGIA FORESTRY COMMISSION
&
GEORGIA DEPARTMENT OF PUBLIC SAFETY
FY18 TIMBER HARVEST
Sale ID# 11352**

STATE OF GEORGIA
COUNTY OF Baldwin

This **TIMBER HARVEST CONTRACT** (the “**CONTRACT**”) is made and entered into by and between the **GEORGIA FORESTRY COMMISSION**, 5645 Riggins Mill Rd, Dry Branch, GA 31020 hereinafter referred to as the “**SELLER**”, and

of _____ (address) hereinafter referred to as the
_____ the
“**BUYER.**”

WITNESSETH:

ARTICLE I. Obligations of the SELLER:

1. SELLER agrees to sell to the BUYER all those forest products to be harvested as defined here, and hereby represents and warrants it has good and unencumbered title to such timber:
 - a) Location and Description of Sale Area
The timber sale area, approximately 13.7 acres, is located at the intersection of U.S. Highway 441 and State Route 49 in Milledgeville, Georgia. The specific site is designated on the attached maps as Exhibits “A”, “B” & “C” which are incorporated herein by reference and made part of this CONTRACT and which is herein collectively referred to as the “PROPERTY”.
 - b) Method of Harvesting Forest Products
Timber shall be harvested according to “Timber Harvest Specifications” below.
2. SELLER agrees to allow the BUYER ingress and egress across and upon the PROPERTY for the purpose of carrying out forest products harvesting identified in this CONTRACT.
3. SELLER shall in no way assume any responsibility for damage to equipment belonging to the BUYER or injury to persons employed by the BUYER or his/her agent; said responsibility being totally assumed by the BUYER.
4. The parties agree that the recommendations relating to forest products harvesting known as BEST MANAGEMENT PRACTICES (“BMPs”) and referenced in the Georgia Forestry Commission (GFC) publication “Georgia’s Best Management Practices for Forestry” and in the publication “Best Management Practices for Forested Wetland in Georgia” are binding upon and will be adhered to by the BUYER in accomplishing any and all forest products harvesting identified by this CONTRACT.

Buyer’s Initials _____	Seller’s Initials _____
------------------------	-------------------------

ARTICLE II. Obligations of the BUYER:

1. Agrees to pay the SELLER at the rate of
\$___ per ton for pine pulp wood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)
\$___ per ton for pine top wood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)
\$___ per ton for pine chip & saw (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)
\$___ per ton for pine saw timber (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)
\$___ per ton for fuel chips (wood specs: _____)

for the forest products designated for harvesting in ARTICLE I of this CONTRACT. Payment for forest products shall be made by the BUYER to the **Georgia Forestry Commission** as follows: Payment is to be made to The **Georgia Forestry Commission** and mailed, along with a cutting report and sales record recapping the timber types, weights and payment classifications, to Georgia Forestry Commission 1055 East Whitehall Rd, Athens, GA 30605, Attn: Ben Hammond. **Reference sale ID# 11352 on all checks.** The per-unit payments will be made weekly, unless otherwise authorized by the SELLER.

2. Agrees to pay SELLER for any biomass harvested:
 - a. Tops and branches of merchantable harvested trees will be harvested and delivered to biomass energy markets.
 - b. Understory trees with diameter at breast height less than five inches will be harvested and delivered to biomass energy markets.
 - c. Payment for and merchandising of any harvested biomass will be done according to price and specifications in Article II paragraph 1 of this CONTRACT.
3. Agrees to pay the SELLER a performance bond equal to **\$1,000.00** upon the execution of this CONTRACT. The performance bond will be returned to the BUYER less any damages as determined by the terms within this CONTRACT. The SELLER shall have up to sixty (60) days from the termination of this CONTRACT to inspect the property and account to the BUYER for any balance due it from said bond.
4. Agrees to harvest the entire sale area per within four (4) months of execution of this CONTRACT (the "CONTRACT PERIOD") unless wet weather prevents/delays harvest. If harvesting operations are delayed or suspended due to weather conditions, as determined by the SELLER, time lost will be added to the CONTRACT PERIOD. In the event the BUYER is unable to harvest within the CONTRACT PERIOD, as it may be extended by agreement or weather conditions, the BUYER will forfeit the performance bond.
5. Will prior to the execution of this CONTRACT, provide to the SELLER and GFC proof of Worker's Compensation insurance coverage for all his/her employees and/or his/her agent's employees who will be performing work and General Liability insurance with limits of one million dollars/two million dollar aggregate; such coverage to be maintained throughout the CONTRACT PERIOD.

Buyer's Initials _____	Seller's Initials _____
------------------------	-------------------------

6. Will repair to original condition or pay for cost of replacement, any damage caused by the BUYER, to fences, roads or other improvements of the SELLER.
7. Will reimburse the SELLER for all costs borne by the SELLER and GFC in suppressing any wildfires or cost of wildfire damages incurred or caused by the BUYER or his/her agent upon lands subject to this CONTRACT.
8. Will indemnify, release, and hold the SELLER, the STATE OF GEORGIA, its various other units of government, its instrumentalities, and all officers, employees, and agents of the foregoing, harmless from and against all liabilities, damages, costs, expenses (including all attorney's fees and expenses incurred by them), causes of action, suits, demands, judgments, and claims of any nature whatsoever, arising from, by reason of or in connection with the operations hereunder; provided, however, no indemnitee shall be indemnified for the results of that indemnitee's sole negligence or, in the case of multiple negligence, for the share caused by the indemnitee's negligence.
9. Will remove all garbage, used lubricant, fuel, fluids and their containers daily, as a result of the BUYER's work involving this CONTRACT.

ARTICLE III. THE PARTIES MUTUALLY AGREE:

1. The following work specifications are applicable and will be adhered to by the BUYER unless changes are approved by the SELLER.

Timber Harvest Specifications

- a. All merchantable pine and incidental hardwood is to be harvested within the PROPERTY, except for hardwood marked with pink flagging. PROPERTY limits are marked with blue paint or bounded by State Route 49 and U.S. Highway 441.
- b. Post-harvest aesthetics are important. Therefore, BUYER shall make a good effort at merchandising the beetle killed trees as round-wood products or as fuel-wood chips according to the specifications indicated in Article II, Paragraph 1.
- c. No trees are to be harvested within the Streamside Management Zones (SMZs). A gully on the GFC property is marked with stringer trees to protect gully integrity.
- d. Location of loading decks must be approved by SELLER. Proposed deck locations are described on attached exhibits.
- e. Logging debris that cannot be merchandised as round-wood or fuel-chips, shall be left in manageable piles to facilitate future burning.
- f. The access road into the Georgia State Patrol property must be kept clear of debris in order to allow employees to have unfettered access at all times.
- g. Pine stumps shall be no more than six (6) inches above the original ground level or immediately above any butt swell, whichever is higher. Hardwood stumps shall be no more than eight (8) inches above the original ground level or immediately above any butt swell, whichever is higher.
- h. Any merchantable pulpwood, logs or other forest products cut by the BUYER but not hauled off within four (4) weeks thereafter shall be scaled by the SELLER while observed by a representative of the BUYER and the BUYER shall be charged at the rate of one and one quarter (1.25) times the rate reflected in Article 2, condition 1, and charged against the performance bond described in Article 2, condition 2.

Buyer's Initials _____	Seller's Initials _____
------------------------	-------------------------

- i. Excessive damage to residual trees will be compensated for by the BUYER. The BUYER shall be charged at the rate of three (3) times the rates reflected in Article 2, condition 1, and charged against the performance bond described in Article 2, condition 2. Excessive damage will be determined by the SELLER.
2. Wood Flow Accounting Procedures – The SELLER will provide the BUYER with load tickets which will operate as a security device and record for the timber cut under this CONTRACT. These load tickets will be subsequently numbered documents in multiple part forms. The BUYER will be responsible for completing the pertinent information on the form for each load, attaching one part (section 3) of the load ticket to the load of timber at the loading site, and depositing another part of the ticket (section 2) into a lock box at the site provided for by the SELLER. Section 1 of the load ticket will be kept in the ticket book by the BUYER. The BUYER shall have the loads weighed across any state certified or forest products industry scale, with the scale weight recorded on a written scale ticket. The BUYER shall attach (section 4) of the load ticket to the corresponding scale ticket for each week's deliveries, with a cutting report and sales record recapping the timber types, weights and payment classifications and shall be mailed on a weekly basis to Georgia Forestry Commission, 1055 E Whitehall Rd, Athens, GA 30605, Attn: Ben Hammond. Spot checks will be made by the SELLER in the field to make sure trailers are tagged properly. If the BUYER fails to produce load tickets and scale tickets that correspond to all load tickets used and deposited in the lock box, the BUYER shall pay the SELLER for each missing ticket at the rate of 24 tons of the highest value product in Article I. Any load tickets issued to the BUYER which are unused at completion of the sale must be returned to the SELLER. The BUYER is responsible for load tickets **8901 through 8950** for this CONTRACT.
3. If either party fails to cure any material breach (including, without limitation, failure to make a payment when due) within 30 days after written notice, the other party may suspend performance or terminate the Agreement and exercise any other legal rights or remedies.
4. The SELLER and GFC reserves the right to perform periodic inspections to determine whether or not the terms of this CONTRACT are being achieved and to suspend operation when weather conditions may result in damage to the site, until conditions improve.
5. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from SELLER stating timber harvest activities are satisfactorily completed or four (4) months from CONTRACT date, whichever first occurs, unless the CONTRACT is extended due to weather or the parties agree to an extension of time for removal of forest products covered under this CONTRACT.
6. The BUYER will notify the SELLER at least two days prior to completion of timber harvesting and removal of logging equipment.
7. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.
8. This CONTRACT shall not be assigned by the BUYER in whole or in part without the written consent of the SELLER. The SELLER shall approve, in writing, any new Buyer to the CONTRACT or any Buyer that is not named as the BUYER to this CONTRACT.
9. The parties agree that this CONTRACT is subject to the authority of the Georgia Forestry Commission, pursuant to O.C.G.A 12-6-6, to manage State forest lands and to oversee the sale of timber and other forest products grown on such lands.

Buyer's Initials _____	Seller's Initials _____
------------------------	-------------------------

10. This CONTRACT shall be governed by and construed under the laws of the State of Georgia. The Superior Court of Fulton County shall have exclusive jurisdiction over any and all actions, suits, or other proceedings instituted to enforce the CONTRACT unless SELLER, in writing, decides that a different court has jurisdiction.

IN WITNESS WHEREOF, parties have affixed signatures this _____ day of _____
2 _____ .

WITNESS: _____

BUYER: _____

DATE: _____

WITNESS: _____

SELLER: _____

DATE: _____

Exhibit "A"

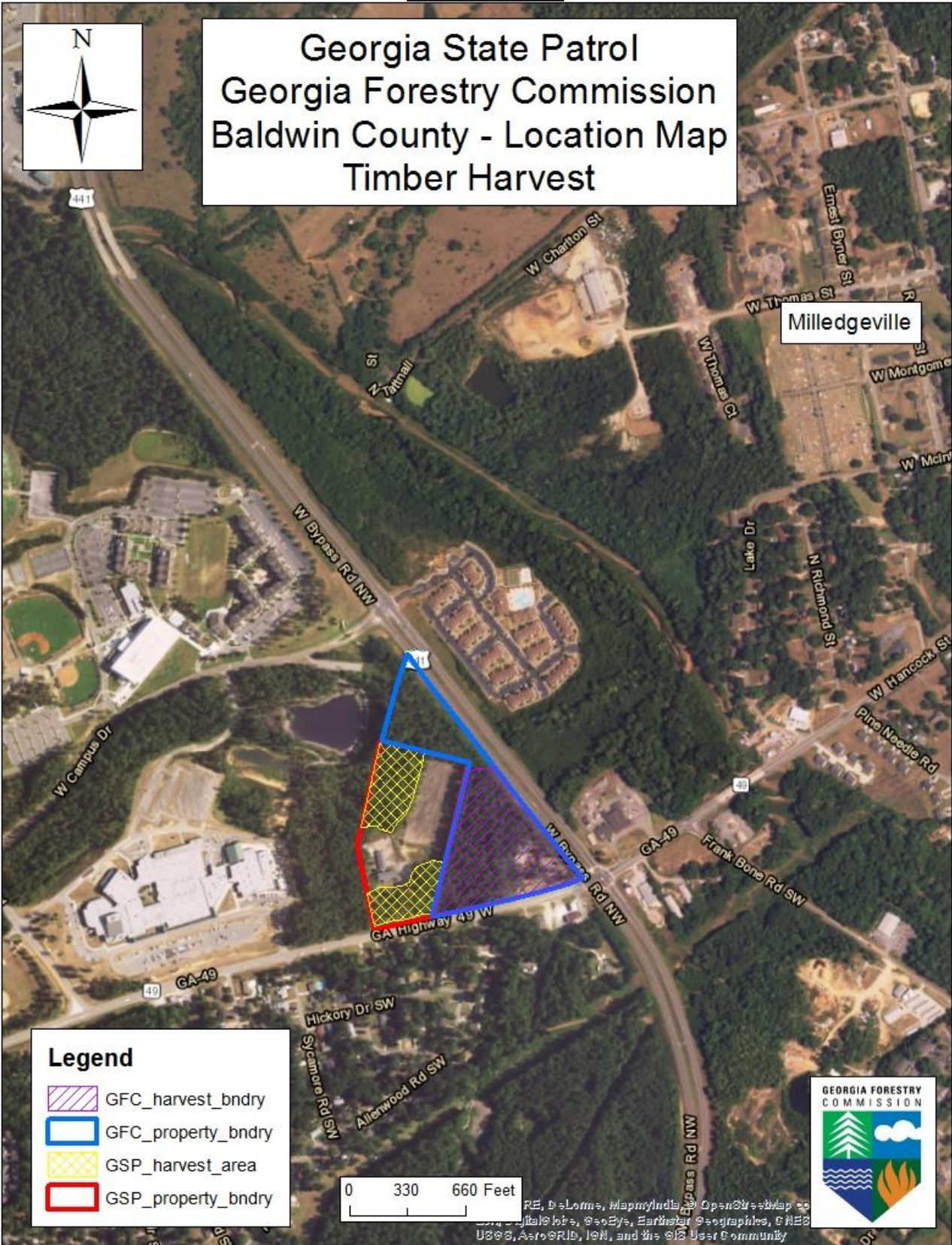
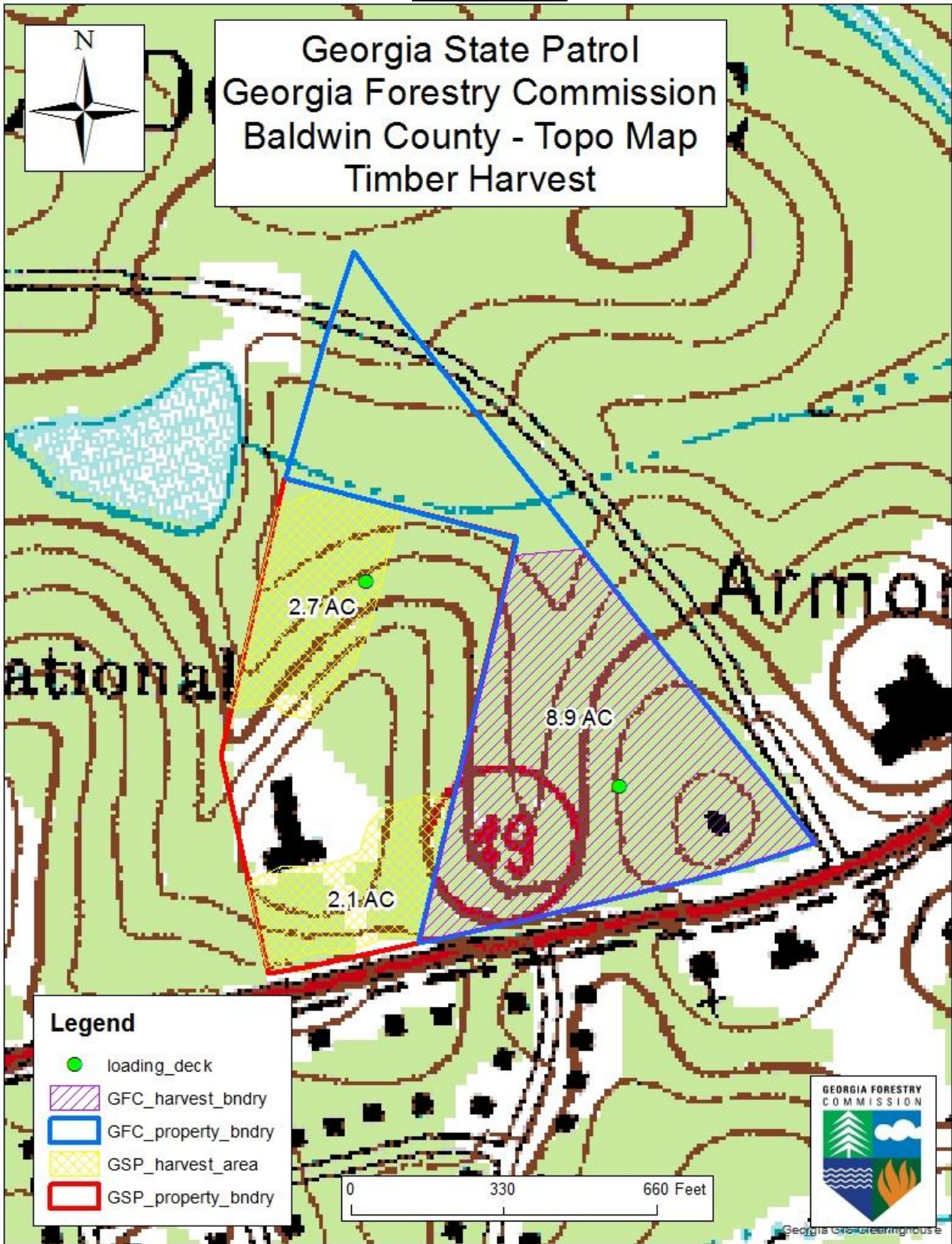


Exhibit "B"



Buyer's Initials _____ Seller's Initials _____

Exhibit "C"



Buyer's Initials _____ Seller's Initials _____