



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

Robert D. Farris
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

March 10, 2017
Notice of Timber Sale
Pulaski County
ID# 10327

Dear Timber Buyer:

The Georgia Forestry Commission (GFC) will accept sealed bids until 11:00 a.m. on Tuesday, March 21, 2017, for the unit sale (per ton per product) of a marked 2nd thinning and clear-cut combination of 32.89 acres of planted loblolly pine located on the Georgia Forestry Commission Arrowhead Seed Orchard in Pulaski County. This harvest is the result of a pine beetle infestation.

The sale area is located approximately 10 miles north of Hawkinsville, GA off of Upper River Rd and Ocmulgee PFA Rd; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 43, block E7.

Timber sale area boundaries coincide with the planted pine timber as described by the maps within the attached contract. No harvesting or entry of any kind is to be allowed in the study areas not designated for harvest throughout the property. Harvest operations must begin within 14 days of the contract signing due to the pine beetle activity. How soon one could start harvesting will be considered along with prices in determining the successful bidder. If anyone has questions, please let me know.

Estimate of volume to be harvested is 2,216 tons, but is not guaranteed.

Access to the sale area is from Ocmulgee PFA Rd and is outlined on the attached map.

Bids may be brought to the opening site or mailed to the attention of Ben Tucker, Georgia Forestry Commission, 703 GA Hwy 32 East, Ocilla, GA 31774. Bids will be publicly opened at 11:00 a.m. on Tuesday, March 21, 2017, at the Georgia Forestry Commission's Arrowhead Seed Orchard Office located at the same location as the harvest area. 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 Arrowhead Seed Orchard Beetle Salvage ID# 10327" written on front of envelope. Per ton price and wood specifications **are required** for each product on bid form. Specifications should include minimum top and butt size, minimum length or measured lengths, and, if appropriate, quality specifications (for example, knot size, sweep, etc.). If a box on bid form is not applicable, indicate as "N/A." **Incomplete bid forms will be invalid and will not be given consideration in the bid process.**
2. Mailed bids should be clearly marked "GFC Arrowhead Seed Orchard Beetle Salvage ID# 10327" 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 to serve as part of the performance bond.

Continued...

A sample contract (please read contract), bid form and maps of sale area are included with this timber sale notice. The timber sale contract will terminate six (6) months from the contract signing date. Contract signing will occur no later than seven (7) days after bid opening. To inspect the sale area, enter at the main gate off of Ocmulgee PFA Rd. For questions regarding the sale area or bid process contact Ben Tucker, GFC, at 478-733-6237.

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

Sincerely,

Ben Tucker

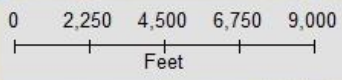
Ben Tucker
State Timber Management Forest Technician

GFC Arrowhead Seed Orchard
FY17 CC 2nd Thin
ID #10327

Bid Location

Legend

- Access Rd
- Arrowhead_Seed_Orchard_FY17_CC
- Arrowhead_Seed_Orchard_FY17_2nd_Thin



Datum: NAD1983 Coord Sys: UTM 17 Kent Johnson 02/02/2017

GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
GFC Arrowhead Seed Orchard Pine Beetle Salvage Timber Bid Sale FY17 ID# 10327

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

COMPANY REPRESENTATIVE: _____ TELEPHONE #: _____

ADDRESS: _____

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

I understand that this is a pine per ton per product 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 \$1,000.00 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
GFC Arrowhead Seed Orchard Pine Beetle Salvage
FY17 ID# 10327**

STATE OF GEORGIA
COUNTY OF Pulaski

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 **"BUYER"**.

WITNESSETH:

ARTICLE I. Obligations of the SELLER:

1. Agrees to sell to the BUYER all those forest products to be thinned or clearcut 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 32.89 acres, is located approximately 10 miles north of Hawkinsville, GA off of Upper River Rd and Ocmulgee PFA Rd. The specific sites are designated on the attached maps as Exhibits "A", "B" & "C", which are incorporated herein by reference and made part of this CONTRACT and which are herein collectively referred to as the "PROPERTY".
 - b) Method of Harvesting Forest Products
Timber shall be clear-cut within the 11.6 acres designated as clear-cut and trees marked with blue paint are to be harvested within the 21.29 acres designated as second thinning. See "Timber Harvest Specifications" below for further instructions.
2. Agrees to grant to the BUYER the right of ingress and egress across and upon the property for the purpose of carrying out forest products harvesting identified in this CONTRACT.
3. 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. Has set forth that the recommendations relating to forest products harvesting known as BEST MANAGEMENT PRACTICES ("BMPs") and referenced in the Georgia Forestry Commission 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. No Streamside Management Zones were identified within the harvest area.

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

5. 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)

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 SELLER as follows: Payment will be due at the time of harvest on a per-unit basis. 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, Ben Tucker, 705 GA Hwy 32 E, Ocilla, GA 31774. 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 or will not) be harvested and delivered to biomass markets.

a. Understory trees with diameter at breast height less than five inches _____ (will or will not) be harvested and delivered to biomass energy markets.

b. Payment for any harvested biomass will be made as described in Article II paragraph 1 of this CONTRACT. The SELLER also recognizes the benefit in removing this material in preparation for reforestation.

3. Agrees to pay the SELLER a performance bond equal to **\$1000.00** 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 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 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

Buyer's Initials _____

Seller's Initials _____

limits of one million dollars/two million dollar aggregate; such coverage to be maintained throughout the CONTRACT PERIOD.

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 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. BOTH 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. Standing trees will become the property of the BUYER once they are severed from the stump and appropriate compensation will be paid by the BUYER according to the terms of this CONTRACT.
- b. Areas of designated planted loblolly pine are to be harvested as follows:
 - Within the 21.29 acres designated for as second thin, trees marked with blue paint are to be harvested. One study tree marked with orange paint is not to be harvested or damaged.
 - Within the 11.6 acres designated as clear-cut, all trees are to be harvested.
- c. Pine stumps shall be not more than six (6) inches above the original ground level or immediately above any butt swell, whichever is higher. Hardwood stumps shall be not more than eight (8) inches above the original ground level or immediately above any butt swell, whichever is higher.
- d. Any and all harvest slash (un-merchantable limbs and tops) within the thinning areas will be evenly distributed back into the said areas to prevent slash pile buildups.
- e. "Brows" or "Loading Decks" will be placed a specified distance from roads or highways to prevent visual contact of these areas. Decks shall be agreed upon by the BUYER and the SELLER prior to construction.
- f. 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

Buyer's Initials _____

Seller's Initials _____

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.

- g. 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 703 GA Hwy 32 E, Ocilla, GA 31774. 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 _____ **through** _____ 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 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 BUYER will commence timber harvest operations no later than fourteen (14) days from the date of 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. 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.

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

8. Any designated forest products, harvested or un-harvested, which remain on the sale area at the date this CONTRACT terminates, remain the property of the SELLER.
9. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.
10. 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.
11. 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.
12. 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, the parties have affixed signatures this _____ day of _____
2 _____ .

WITNESS: _____

BUYER: _____

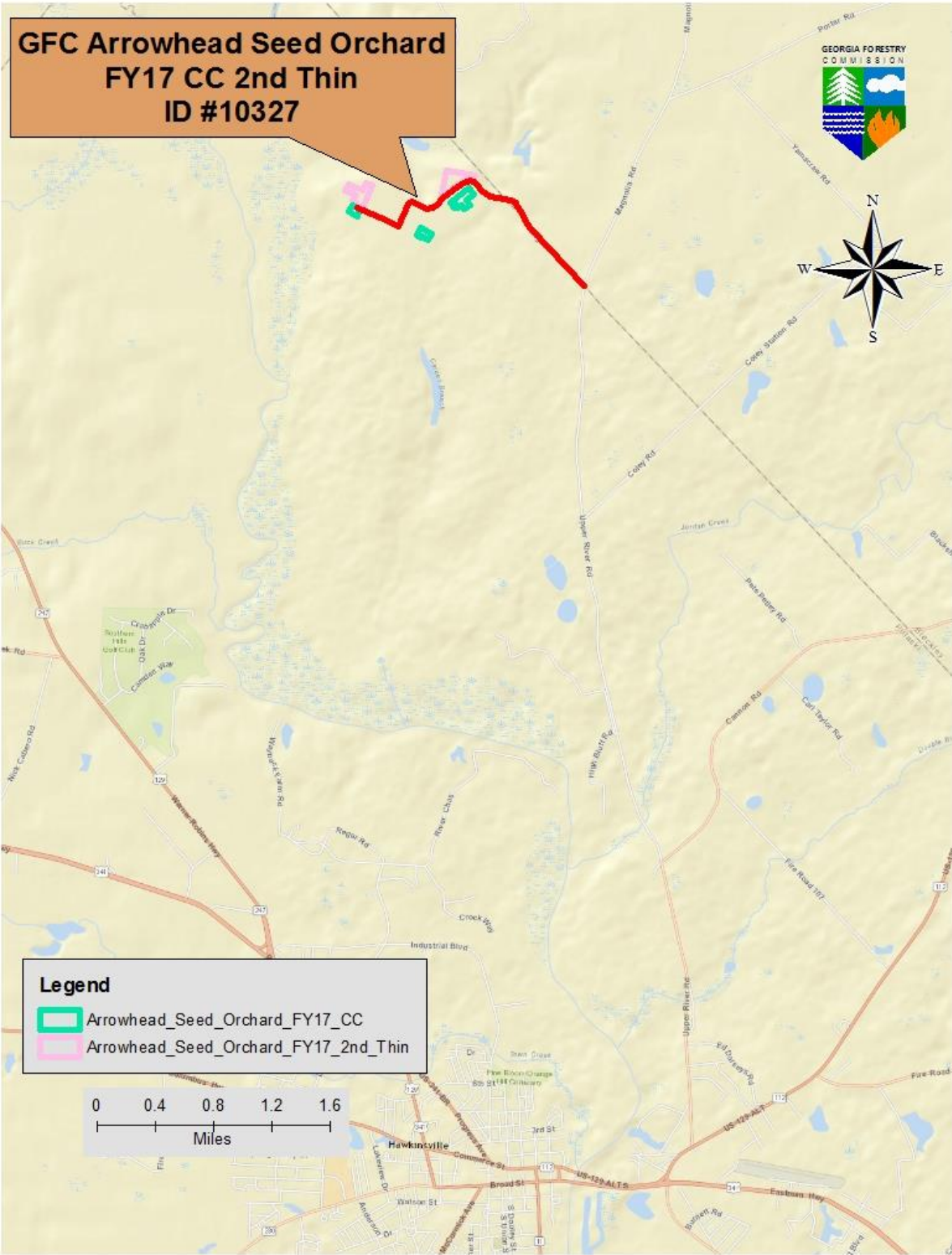
DATE: _____

WITNESS: _____

SELLER: _____

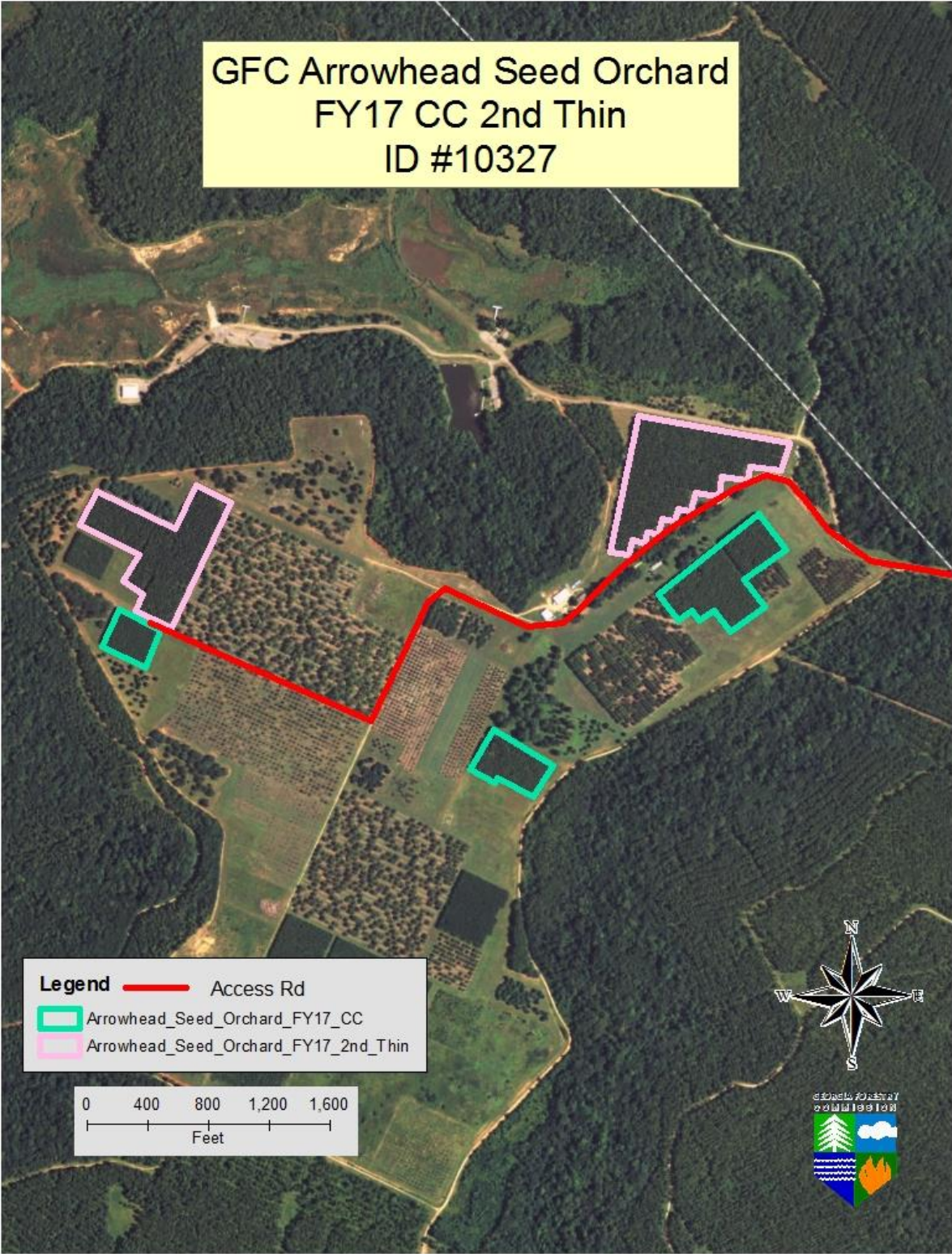
DATE: _____

Exhibit "A"



Buyer's Initials _____ Seller's Initials _____

Exhibit "B"

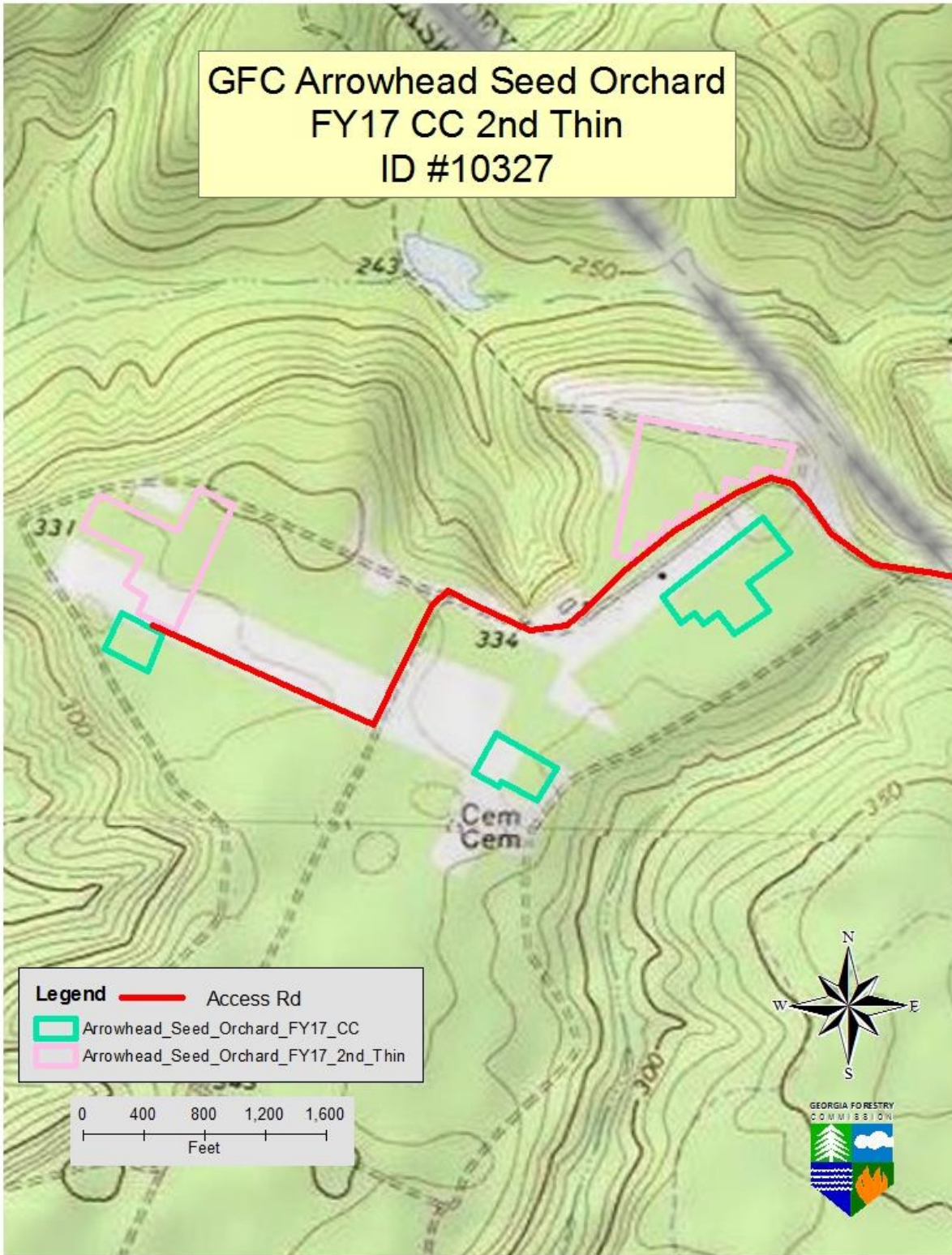


Datum: NAD1983 Coord Sys: UTM 17 Kent Johnson 02/02/2017

Buyer's Initials _____ Seller's Initials _____

Exhibit "C"

GFC Arrowhead Seed Orchard
FY17 CC 2nd Thin
ID #10327



Datum: NAD1983 Coord Sys: UTM 17 Kent Johnson 02/02/2017

Buyer's Initials _____ Seller's Initials _____