



1055 East Whitehall Road  
Athens, GA 30605  
Office: 706-552-4448  
Cell: 706-612-3729  
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*An Equal Opportunity  
Employer & Service Provider*



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July 14, 2017  
Notice of Timber Sale  
Oconee Fall Line Technical College FY18 #11336  
Laurens County

Dear Timber Buyer:

The Georgia Forestry Commission (GFC) will accept sealed bids until 11:00 a.m. on Thursday, August 10, 2017, for the unit sale of approximately 1,000 tons of forest products on 20.07 acres of land located on the Oconee Fall Line Technical College property in Laurens County.

The sale area is located approximately 3 miles southwest of Dublin at the corner of Pine Hill Rd and West Laurens School Rd; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 44, block C2.

This timber sale is a thinning with trees to be harvested marked with blue paint. The sale area consists of 12.32 acres of 26 year old planted loblolly pine, 4.61 acres of 23 year old planted slash pine and 3.14 acres of old field loblolly. Sale area is further described on attached maps.

Timber sale area boundaries coincide with the limits of the planted pine or a vertical mark of orange paint. Access to the sale area will be from West Laurens School Rd, as described in the attached contract.

Bids may be brought to the opening site or mailed to the attention of Ben Hammond, Georgia Forestry Commission, 1055 East Whitehall Rd, Athens, GA 30605. Bids will be publicly opened at 11:00 am on Thursday, August 10, 2017 at the Laurens County Office of the Georgia Forestry Commission located at 1010 Emily Currie Rd, Rentz, GA 31075-3402 (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 "OFTC FY18 #11336 Timber Bid" written on front of envelope.
2. Mailed bids should be clearly marked "OFTC FY18 #11336 Timber Bid" 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 a 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 thirty (30) days after bid opening. For questions regarding the sale area or bid process 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  
Coordinator  
State Lands Forest Management



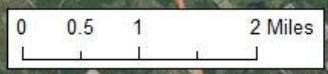
# Oconee Fall Line Technical College FY18 Timber Sale Bid Location Map



GFC Laurens Unit Office  
1010 Emily Currie Rd  
Rentz, GA 31075-3402

**Legend**

- Laurens\_Unit
- OFLT\_property\_bndry



**GEORGIA FORESTRY COMMISSION - TIMBER BID FORM**  
**Oconee Fall Line Technical College FY18 Sale ID# 11336**

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					

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, only one price per product class. 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  
Oconee Fall Line Technical College FY18 Thinning  
ID# 11336**

**STATE OF GEORGIA**  
**COUNTY OF** Laurens

This **TIMBER HARVEST CONTRACT (the "CONTRACT")** is made and entered into by and between the **GEORGIA FORESTRY COMMISSION**, 5645 Riggins Mill Road, 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 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, 20.07 acres, is located three (3) miles southwest of Dublin, GA at the intersection of Pine Hill Rd and West Laurens School Rd. Timber sale area boundaries coincide with the limits of the planted pine or a vertical mark of orange paint. Specific site designated on attached maps as Exhibits "A", "B" & "C" and are collectively referred to as the PROPERTY.
  - b) Method of Harvesting Forest Products  
All designated merchantable timber marked with a mark of blue paint is to be harvested. 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. Some improvements to roads may be necessary and must be approved by SELLER.
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" will be adhered to by the BUYER in accomplishing any and all forest products harvesting identified by this CONTRACT.

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)

Buyer's Initials _____	Seller's Initials _____
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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** (GFC) as follows: \$\_\_\_\_\_, 50% of the estimated total sale price, (the "ADVANCE"), based on the BUYER's bid for the volumes and products offered in ARTICLE I, is to be paid at the time of CONTRACT execution. The parties agree that this payment is nonrefundable except under the following circumstances:

- 1) If the estimated volume of timber's, as described in ARTICLE I, value does not equal or exceed the 50% payment made by the BUYER to the SELLER, the difference between the value of the timber cut and removed, based upon scale tickets delivered to SELLER, and the 50% payment shall be refunded to the BUYER by the SELLER.
- 2) If a material breach by the SELLER prevents BUYER from harvesting and removing timber valued less than the 50% payment made by the BUYER to the SELLER, the difference between the value of the timber cut and removed, based upon scale tickets delivered to SELLER, and the 50% payment shall be refunded to the BUYER by the SELLER.

Following harvest equivalent to the initial 50% payment, the remainder 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 1055 East Whitehall Rd, Athens, GA 30605, Attn: Ben Hammond. **Reference sale ID# 11336 on all checks.** The per-unit payments will be made weekly, unless otherwise authorized by the SELLER.

2. Agrees to pay the SELLER a performance bond in the amount of \$1,000.00. 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.
3. Agrees to harvest the entire sale area per within six (6) months of execution of this CONTRACT (the "CONTRACT PERIOD") unless wet weather or other agreed upon reasons prevent/delay harvest. If harvesting operations are delayed or suspended due to weather conditions, 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.
4. 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 limits of one million dollars/two million dollar aggregate; such coverage to be maintained throughout the CONTRACT PERIOD.
5. 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.
6. 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.
7. 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.
8. Will remove all garbage, used lubricant, fuel, fluids and their containers daily, as a result of the BUYER's work involving this CONTRACT.

Buyer's Initials _____	Seller's Initials _____
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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. All merchantable pine timber marked with blue paint is to be harvested within the PROPERTY.
  - b. 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.
  - c. As is within reason, any and all harvest slash (unmerchantable limbs and tops) within the PROPERTY will be piled in manageable piles to help facilitate future burning. BUYER will approve location of slash piles.
  - d. 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.
  - e. 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.
  - f. 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 East 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 **8701 through 8750** 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. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.
6. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from GFC stating timber harvest activities are satisfactorily completed or six (6) 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 _____
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7. 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.
8. Any designated forest products, harvested or un-harvested, which remain on the PROPERTY at the date this CONTRACT terminates, remain the property of the SELLER.
9. The BUYER will notify the SELLER at least two days prior to completion of timber harvesting and removal of logging equipment.
10. Points of ingress and egress from public paved roads on which the forestry operations covered under this contract will occur shall be maintained to minimize the movement of mud and debris from the property onto public roads. Conditions that will promote the movement of mud and debris will be determined by the SELLER. If so determined, the minimum practices to be implemented for prevention will be to stabilize the forestry road with gravel and/or geotextile material a distance of at least 50 feet from edge of the public road.
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 SELLER and the BUYER hereto have affixed signatures this** \_\_\_\_\_ day of \_\_\_\_\_  
**20** \_\_\_\_\_ .

WITNESS: \_\_\_\_\_

BUYER : \_\_\_\_\_

DATE : \_\_\_\_\_

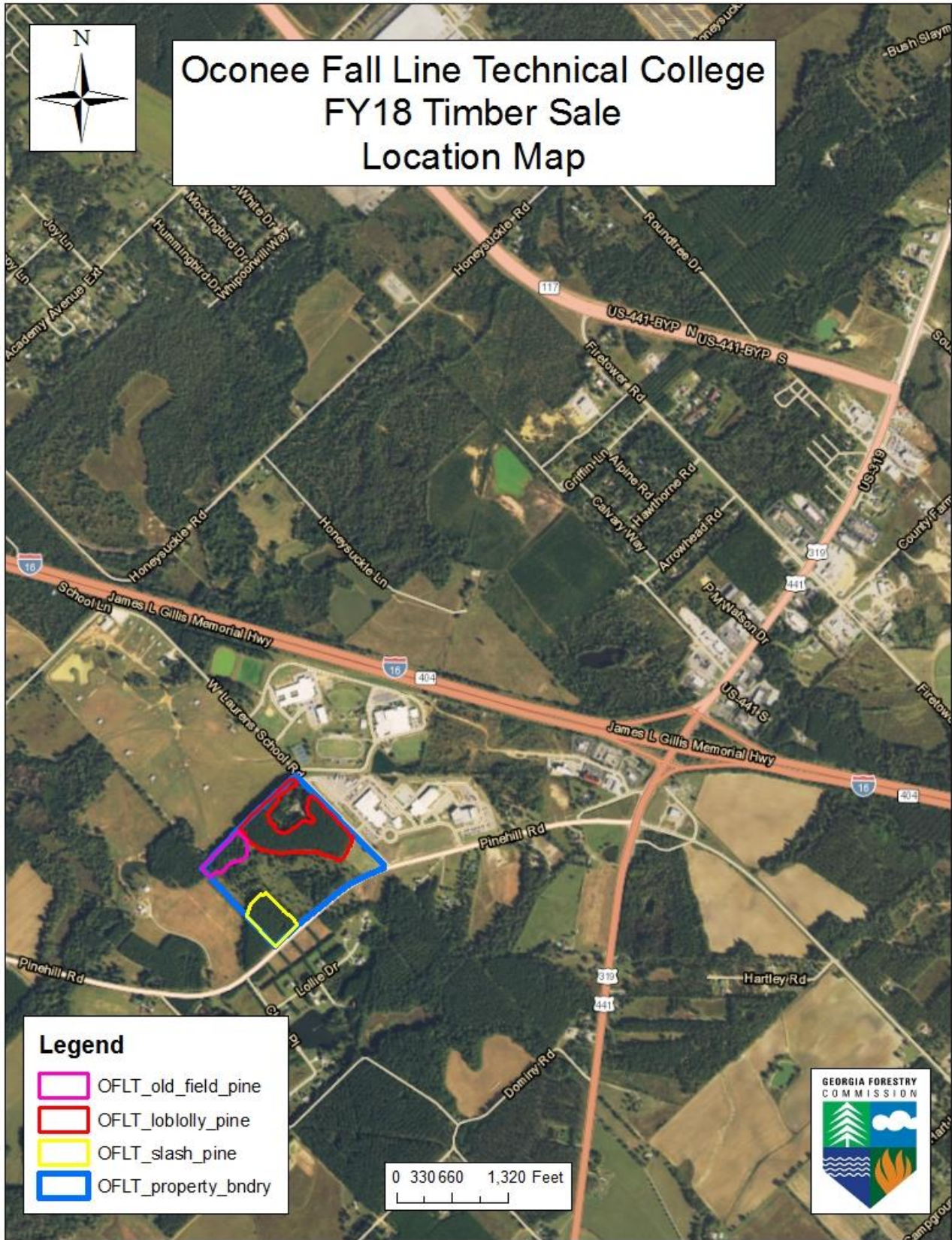
WITNESS: \_\_\_\_\_

SELLER: \_\_\_\_\_

DATE : \_\_\_\_\_



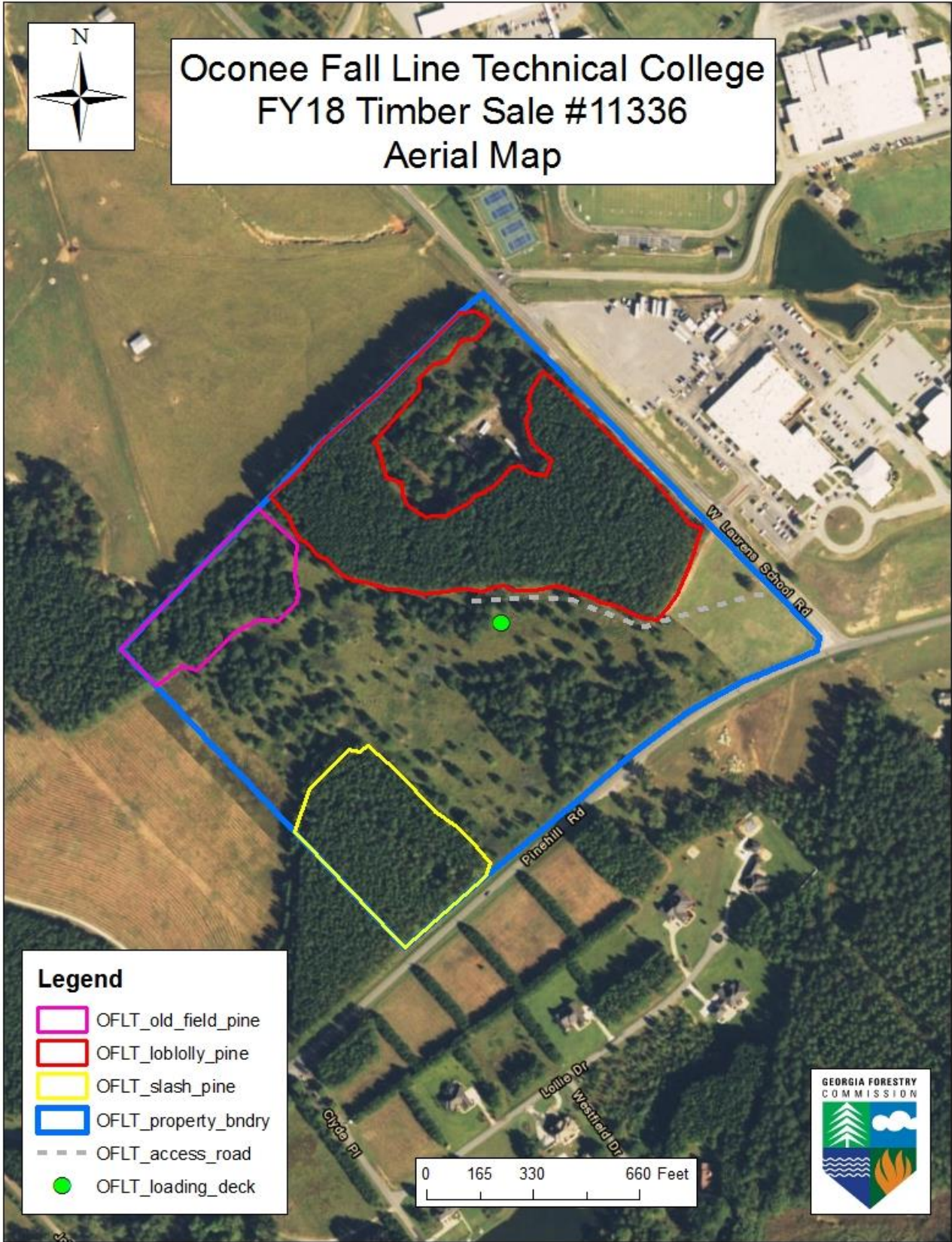
Exhibit "A"



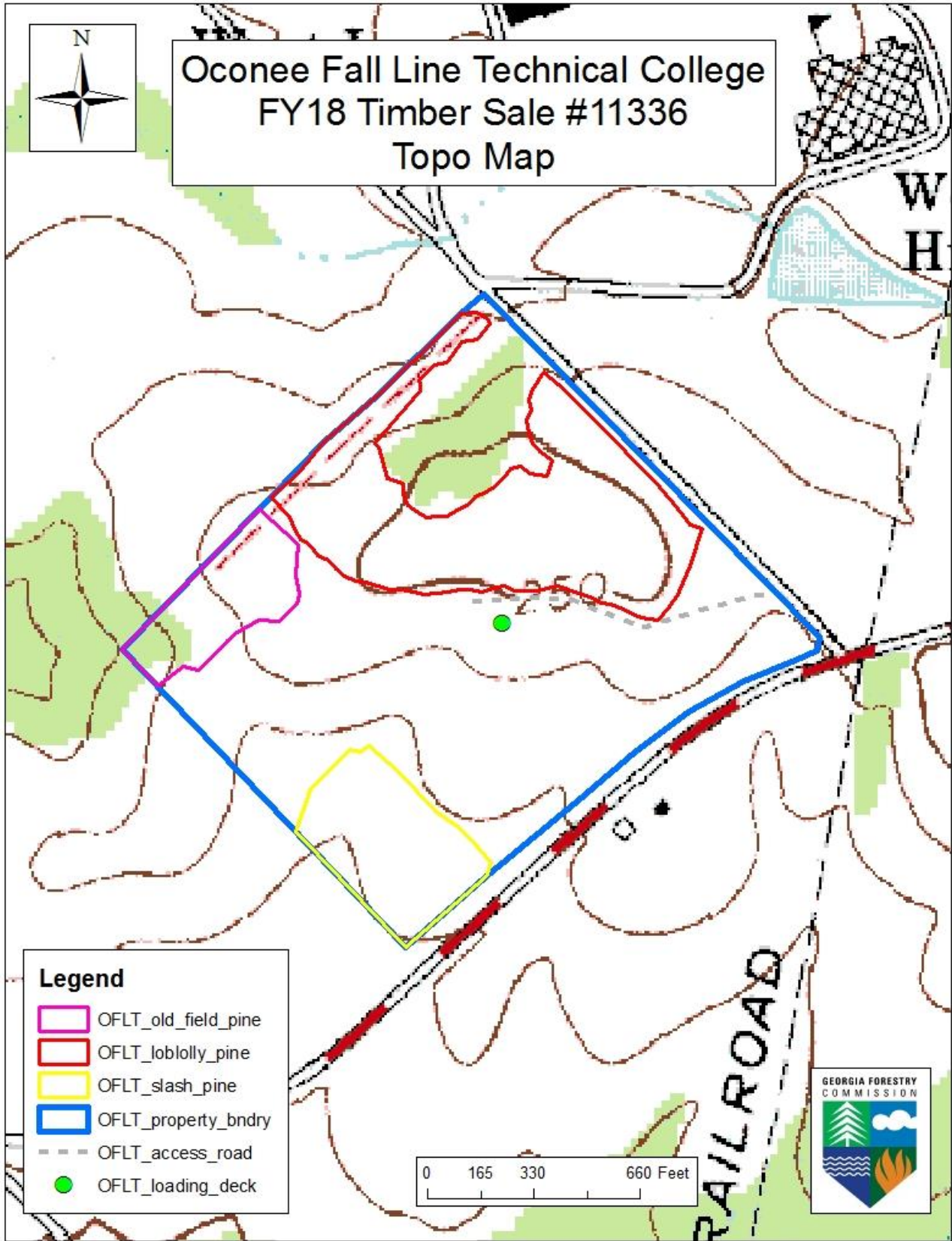
Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_



Oconee Fall Line Technical College  
FY18 Timber Sale #11336  
Aerial Map



Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_



Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_