February 10, 2020
Notice of Timber Sale
Thomas County

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 10:00 a.m. on Wednesday, March 11, 2020, for the unit sale (per ton by product) of pine and hardwood on 429 acres of Department of Natural Resources (DNR) property located on River Creek WMA in Thomas County.

The sale area is located approximately six (6) miles west of Thomasville, GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 66, block B1.

This timber sale consists of 429 acres of planted loblolly and slash pine, natural longleaf pine and natural mixed pine hardwood all to be thinned. For details of this harvest please see the “Timber Harvest Plan” (Exhibit A) as part of the attached timber harvest contract.

Our estimate of total timber volume is 10,009 tons of pine and 4,467 tons of hardwood. Volume 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 10:00 a.m. on Wednesday, March 11, 2020 at River Creek WMA located at 1738 Lake Alexandra Ln Thomasville GA 31792 (see attached bid opening location map). No bids will be accepted after 10:00 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 “River Creek WMA FY20 #11447 Bid Sale” written on front of envelope. Possible forest products include pine pulp-wood, pine top-wood, pine chip & saw, pine saw timber, hardwood pulp-wood and hardwood saw timber. Per ton price and wood specifications are required for each product you choose to bid on. Specifications should include minimum top and butt size, minimum length or measured lengths, and, if appropriate, quality specifications (for example, knot size, sweep, etc.). Incomplete bid forms will be invalid and will not be given consideration in the bid process.

2. Mailed bids should be clearly marked “River Creek WMA FY20 #11447 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 $5,000.00 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 $5,000.00 or 10% of the total sale value, whichever is greater. Any additional performance bond money will be due at contract signing.

Continued…
A sample contract, bid form and maps of sale area are included with this timber sale notice. Also attached is the “Timber Harvest Inspection” form to be used by a GA DNR representative when making periodic inspections of harvesting operations. **Notice: Be sure to read through the “Timber Harvest Contract.”** Contract signing and receipt of advance payment will occur no later than thirty (30) days after bid opening. Additional road work that may be required must be approved by GA DNR and will be buyer’s responsibility. Access gate combination is **2-0-1-4**. For questions regarding the bid process contact Ben Hammond, GFC, at 706-612-3729. For questions specific to the sale area contact Michael Staton, GA DNR, at 404-844-6448.

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

Sincerely,

**Ben Hammond**
Ben Hammond, RF
Staff Forester
River Creek WMA FY20 Thinning
Sale ID# 11447
Timber Sale Bid Opening Location Map
Wednesday, March 11, 2020
10 A.M.

1738 Lake Alexandra Ln,
Thomasville, GA 31792
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 DEPARTMENT OF NATURAL RESOURCES
TIMBER HARVEST CONTRACT
FOR
STATE OWNED LANDS
RIVER CREEK WMA FY20 THINNING
Sale ID# 11447

STATE OF GEORGIA
COUNTY OF Thomas

This TIMBER HARVEST CONTRACT (the “CONTRACT”) is made and entered into by and between the GEORGIA DEPARTMENT OF NATURAL RESOURCES, 2065 U.S. Highway 278 SE, Social Circle, GA 30025 hereinafter referred to as the “SELLER”, and

of ______________________ (address) hereinafter referred to as 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 429 acres, is located approximately six (6) miles west of Thomasville, Georgia on River Creek WMA. The timber sale area consists of planted loblolly & slash pine and natural longleaf pine & hardwood all to be thinned. The specific site is designated on the attached maps as Exhibits “B”, “C” & “D”, which are incorporated herein by reference and made part of this CONTRACT and which are herein collectively referred to as the “PROPERTY”.
   b) 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 hardwood pulp wood (wood specs: __ inch minimum top, __ inch minimum butt, __ feet minimum length)
   $___ per ton for hardwood 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 Georgia Forestry Commission 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 GA-DNR WRD Forest Management Unit, 2065 US HWY 278 SE, Social Circle, GA 30025, Attn: Chris Roberts. Reference sale ID# 11447 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 equal to $________ (ten percent (10%) of the estimated total sale price) 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.

3. Agrees to harvest the entire sale area per within twelve (12) 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.

4. 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.

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 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.

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.

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. For detailed instructions regarding this harvest, see the Timber Harvest Plan (Exhibit A).
   b. 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.
   c. 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. In addition to the afore mentioned penalty, if this wood is still merchantable, the BUYER shall deliver it to market and shall pay the SELLER based on the product category declared by the receiving mill and at the rates reflected in Article 2, condition 1.
   d. 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.

Buyer’s Initials _____    Seller’s Initials _____
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 recapitulating the timber types, weights and payment classifications and shall be mailed on a weekly basis to GA-DNR WRD Forest Management Unit 2065 US HWY 278 SE, Social Circle, GA 30025, Attn: Chris Roberts. Spot checks will be made by the SELLER or DNR 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 120751 through 121250 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. Timber Harvest Inspection form is attached as Exhibit “E.”

5. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from SELLER stating timber harvest activities are satisfactorily completed or twelve (12) 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. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.

7. 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.

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.

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, the parties have affixed signatures this _________ day of ___________ 20 ________.

WITNESS: ___________________________ BUYER: ___________________________
DATE: ________________________________

WITNESS: ___________________________ SELLER: ___________________________
DATE: ________________________________
Timber Sale Name: River Creek WMA FY’20 Marked Quail Thinning #11447

Proposal Number:

Harvest Acreage: [X] Thinning
[ ] Timber Stand Improvement
[ ] Clear-cut
[ ] Other: ______________________________

Harvest System: [X] Conventional
[ ] Cut to length

Note: A pre-harvest meeting is required between the GA DNR, timber buyer, and logger prior to any harvest activity. Notification is required 24-hours in advance of loggers moving on or off the sale area.

Harvest Description:

General Information – 429.7 Acre Thinning

Select thinning consisting of 290.2 acres of planted and natural pine stands with the following breakdown:

RCre0302, 0303, 0305, 0306, 0307, 0309, 0312, 0315, and 0316 have each been operator select thinned one time. RCre0308 and 0310 have each been selectively marked and thinned in the past. RCre0312 and 0316 are natural pine stands and were each selectively thinned prior to DNR ownership.

Select thinning of 139.6 acres of mature natural mixed pine hardwood transition areas.

The following restrictions will be adhered to for the Red Cockaded Woodpecker Cluster areas:
1. No harvesting within the active clusters from April-July (nesting season).
2. Prohibit heavy equipment within 50’ of cavity trees unless it is necessary for harvesting trees. Cavity trees have a white band.
3. Take reasonable precautions to avoid damaging cavity trees (ex. Directional felling away from cavity trees, avoid scraping or damaging residual trees).
4. Restrict vehicle use to existing roads within clusters (no new roads within clusters).
5. Retain snags throughout stand unless they present a safety issue.

Leave trees are marked with a ring of blue paint. All unmarked trees > 3” DBH should be cut or knocked down and all merchantable timber, including tops, should be utilized. All wood must be processed in a way that maximizes utilization.

Buyer’s Initials _____  Seller’s Initials _____
This is not a wet weather tract and should be harvested in dryer conditions. All areas of the stands must be properly thinned even if it requires coming back in dryer conditions to harvest the wetter areas. Rutting in the stands must be avoided. Paint all damaged “leave” trees with black or brown paint.

All harvest equipment should remain in the sale area and avoid the use of harvest equipment in roads and firebreaks. Avoid crossing stand boundaries with equipment and trees and do not drop trees or logging slash in roads or firebreaks. Do not use the skidder blade in a way that will cause “gouging” or soil movement in roads or firebreaks. Once all pulls are removed from a takeout row, logging equipment traffic should be avoided on these rows as much as possible. Skidding across roads should be avoided or preapproved by GA DNR if deemed necessary. Skidding across firebreaks will be necessary at some point. These crossings should be minimized and centrally located. Attempt to cross firebreaks in one location.

To protect gopher tortoises, burrows may be flagged before logging activity begins. Logging contractors should avoid disturbance to the burrows by keeping heavy equipment at least 10’ from burrow entrances. Active burrows have been marked with red paint on the nearest tree and flagged with red/white striped flagging tape.

**Streams**
There are several man-made ditches, natural streams, and seeps found in the sale area. SMZs have been marked with a vertical blue line. Harvest equipment should remain outside SMZ areas. Avoid dropping trees in SMZ areas.

**Log Decks and Logging Slash**
Only proposed log deck locations as indicated on sale maps are to be used. Loggers are encouraged to use the minimum number of decks as possible. Decks should be placed far enough off roads to avoid impacting the roads. Do not load or trim trucks in the roads. Trees should be run over with the skidder while in the woods before being skid to the log deck to remove some limbs. Logging slash should be evenly distributed back into the thinned stands. Slash should be constantly taken back into the stands and dropped before the next pull of trees are gathered by the skidder and then drug over by the turn of wood to spread it. Remove and evenly spread as much logging slash from decks as possible. Remove logging slash from roads and firebreaks once a stand is harvested. Removing logging debris from roads and firebreaks with the skidder blade cannot results in “gouging.” This will need to be accomplished in some other way, possibly by hand.

Hardwood slash may have to be piled on the deck free of dirt with the skidder or elsewhere. This will be addressed on a deck by deck basis.

**Roads**
Access to the timber harvest stands is gained from Hwy 84 then through various WMA roads. Logging equipment, including log trucks, are to avoid grassy road shoulders and mowed grassy areas. This will require communication between log trucks to avoid having to pass each other in these areas. Trucks should pass only in agreed upon areas and loaded trucks should remain on the road. Logging equipment and log trucks should keep speeds to less than 15 mph while on the area to reduce road damage. Trailers shall be dropped in agreed upon designated areas.

**Harvest Restriction Dates**
No harvesting will be allowed during all quota hunts including deer, turkey, quail, waterfowl, and dove. Typical quota hunt dates can be found in the current Georgia hunting regulations publication.

**Maps:** See attachments

| Buyer’s Initials _____ | Seller’s Initials _____ |
RIVER CREEK WMA FY '20 QUAIL THIN ACTIVITY TOPO MAP

Exhibit "D"

Legend
- ROW Clusters
- Proposed Decks
- SMZ
- Thin Mixed Pine/Hardwood - 138.0 Ac.
- Stage 1 Openings - 4.8 Ac.
- Stage 1 Thinning - 200.2 Ac.
- Boundary
- Barnett's Creek
- Cohio Creek River
- Open Roads
- Main Roads
- Railroad

Forest Management Unit

Buyer's Initials _______ Seller's Initials _______
# Timber Harvest Inspection

**Exhibit “E”**

**GEORGIA DEPARTMENT OFNatural Resources**

**WILDLIFE RESOURCES DIVISION**

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**Buyer’s Initials _____**

**Seller’s Initials _____**

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**1. Safety**

- Operation being conducted in a safe manner

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**2. Harvest**

- Stump heights acceptable
- Satisfactory separation, utilization and trim of products
- No excessive damage to residual trees
- All designated trees cut
- Log tickets properly filled out, displayed and documented
- Log decks properly located and stabilized
- Harvest plan being followed

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**3. Roads**

- Entrance to public roads comply with ordinances
- Ditches, daps and water crossings functioning
- State and county roads free from mud and debris
- Road shoulders undamaged by logging equipment
- Roads properly maintained and stabilized

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**4. Streamsides Management Zones**

- If harvesting in SMZ, soil disturbance is avoided
- Number of stream crossings minimized
- streams free of sedimentation, banks and debris
- Stream crossings are properly installed and stabilized
- Proper culvert size used
- Timber removal from SMZ follows prescription or state BMP guidelines

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**5. Best Management Practices**

- Chemical or petroleum product spills absent
- Skid trails minimized and on contour or slope of <25%
- Temporary roads and skid trails closed and stabilized
- Temporary stream crossings removed if no longer in use
- Logging decks in compliance with state BMPs
- Road construction in compliance with state BMPs
- Staging in compliance with state BMPs
- Trash properly disposed of

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**6. Comments**

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**Inspecting Forester:**

**Contractor Signature:**

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**Date:**

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**Date:**

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**Buyer’s Initials _____**

**Seller’s Initials _____**