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June 5, 2018
Notice of Timber Sale
Sale ID# 11382
Toombs County

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 11:00 a.m. on Wednesday, July 11, 2018 for the unit sale of pine and hardwood located on 33 acres of the University of Georgia College of Agricultural and Environmental Sciences' (UGA CAES) Vidalia Onion and Vegetable Research Center located in Toombs County.

The sale area is located approximately sixteen (16) miles southeast of Lyons, GA off GA Highway 178, or physical address of: 8163 Ga Hwy 178, Lyons Ga, 30436. Location is described more precisely on the attached maps. Location is further described by Georgia Atlas & Gazetteer page 53, block B9.

This timber sale consists of four stands totaling 20 acres of planted pine and hardwood designated for a clear-cut and two stands totaling 13 acres of planted pine designated for a marked third row thin. Sale boundaries and streamside management zones (SMZs) have been painted in a vertical mark of blue paint. See the attached "Timber Harvest Contract" for detailed instructions on this timber harvest. There are some scattered patches of older red cedar planted in the sell area that we would prefer to be merchandised. Market details and logistics for this product are still be organized at this time.

Our estimate of timber volume is 2,963 tons of pine and hardwood. Volume estimate is not guaranteed. We encourage interested buyers to inspect the sale area and determine your own estimate of timber volumes.

Bids may be brought to the opening site or mailed to the attention of Ben Tucker, Georgia Forestry Commission 705 Ga Hwy 32 East, Ocilla, GA 31774. Bids will be publicly opened at 11:00 a.m. on Wednesday, July 11, 2018 at the Vidalia Onion and Vegetable Research Center office in Toombs County located at 8163 Ga Highway 178 (US Hwy 178), Lyons, GA 30436 (see attached bid opening location map). No bids will be accepted after 11:00 a.m.

Bid Requirements:

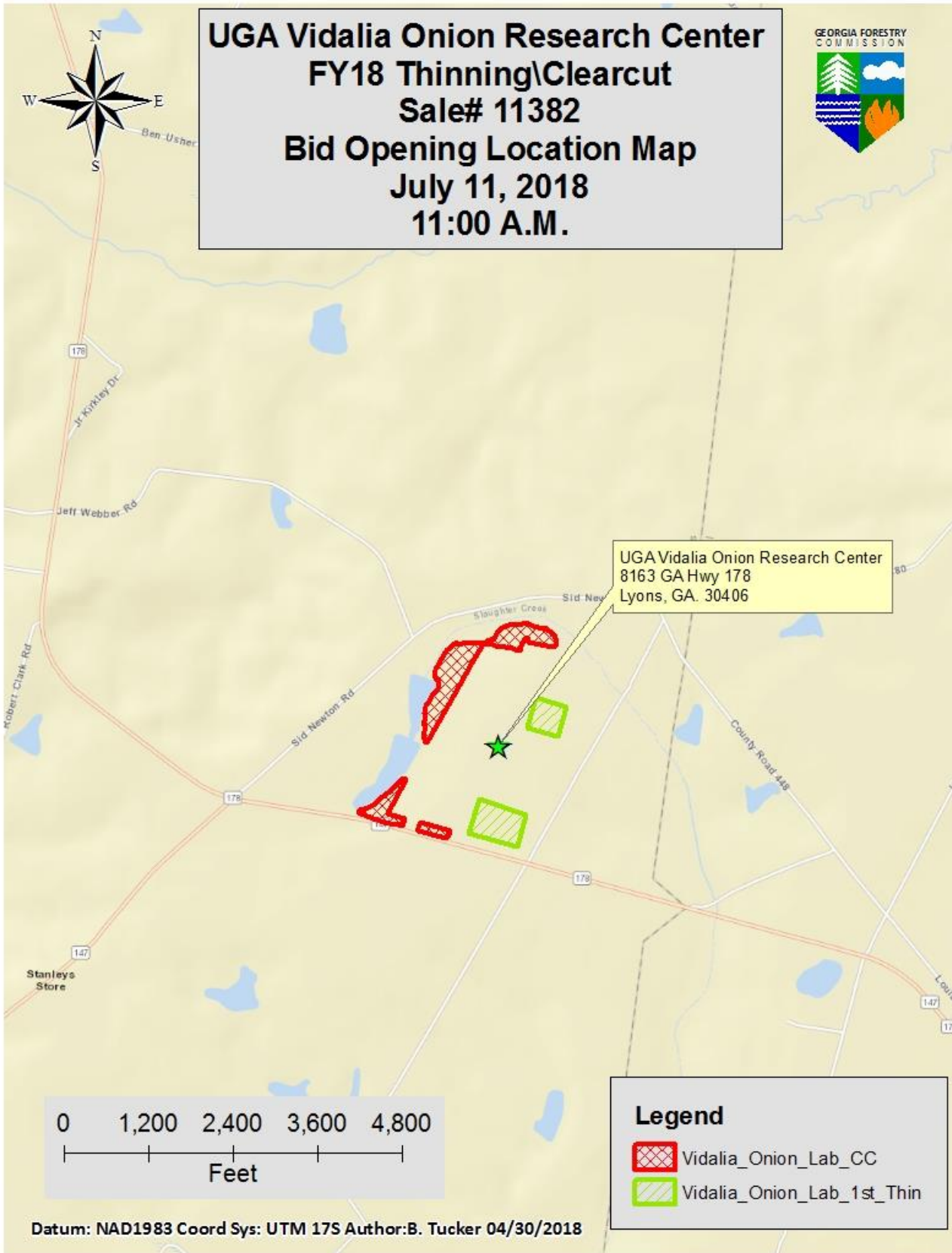
1. All bids must be submitted on the timber bid form provided with this notice, signed and sealed, and must have "Vidalia Onion Research Center FY18 #11382 Bid Sale" written on front of envelope. Per ton price and wood specifications **are required** for each product on bid form. Specifications should 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 "Vidalia Onion Research Center FY18 #11382 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 \$2,500.00 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 \$2,500.00.

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.”** The timber sale contract will terminate twelve (12) months from the contract signing date. Contract signing and receipt of payment will occur **no later than thirty (30) days after bid opening**. Additional road work that may be required must be approved by GFC and will be buyer’s responsibility. For questions regarding the bid process or sale area contact Ben Tucker, GFC, at 478-733-6237.

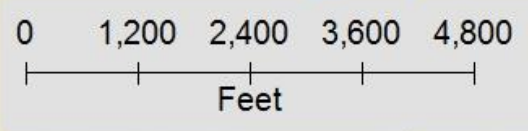
The Georgia Forestry Commission reserves the right to reject any and all bids.

Sincerely,
Ben Tucker
Ben Tucker,
State Lands Forest Management
Field Supervisor

**UGA Vidalia Onion Research Center
FY18 Thinning\Clearcut
Sale# 11382
Bid Opening Location Map
July 11, 2018
11:00 A.M.**



UGA Vidalia Onion Research Center
8163 GA Hwy 178
Lyons, GA. 30406



Legend

- Vidalia_Onion_Lab_CC
- Vidalia_Onion_Lab_1st_Thin

Datum: NAD1983 Coord Sys: UTM 17S Author: B. Tucker 04/30/2018

GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
Vidalia Onion Research Center FY18 Sale ID# 11382

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 pulp-wood					
Pine top-wood					
Pine chip & saw					
Pine saw timber					
Hardwood pulp-wood					
Hardwood pallet wood					
Hardwood Sawtimber					

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 \$2,500.00 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
UGA College of Agricultural and Environmental Sciences
Vidalia Onion Research Center FY18 Sale# 11382
Clear-cut \ Thinning**

STATE OF GEORGIA
COUNTY OF Toombs

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 _____ 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 33 acres, is located approximately sixteen (16) miles southeast of Lyons, Georgia off GA Highway 178, or physical address of: 8163 Ga Hwy 178, Lyons Ga, 30436. 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 harvested according to specific instructions found in “Timber Harvest Specifications”, Article III, Paragraph 1.
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 pallet-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 Georgia Forestry Commission, Ben Tucker, 705 Ga Hwy 32 E, Ocilla, GA 31774. **Reference sale ID# 11382 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 not be harvested and delivered to biomass markets.
- b. Understory trees with diameter at breast height less than five inches will not be harvested and delivered to biomass energy markets.

Buyer's Initials _____ Seller's Initials _____

- c. 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 **\$2,500.00** 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 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.
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.
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. 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. All merchantable pine and hardwood within the four stands totaling 20 acres designated for clear-cut shall be harvested. Clear-cut area boundary and SMZs are marked in blue paint with a vertical line.

Buyer's Initials _____	Seller's Initials _____
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- c. All pine timber within the two stands designated for thinning and marked with a blue paint ring is to be left unharvested. Non-marked trees are to be harvested.
 - d. 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.
 - 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 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.
 - 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 705 GA Hwy 32 E, Ocilla, GA 31774. 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 _____ **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 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 BUYER will notify the SELLER at least two days prior to moving equipment onto the PROPERTY to commence logging operations and two days prior to completion of logging operations and removal of logging equipment.

Buyer's Initials _____ Seller's Initials _____

6. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from Georgia Forestry Commission 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.
7. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.
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. 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.
10. 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 forestlands and to oversee the sale of timber and other forest products grown on such lands.
11. 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: _____

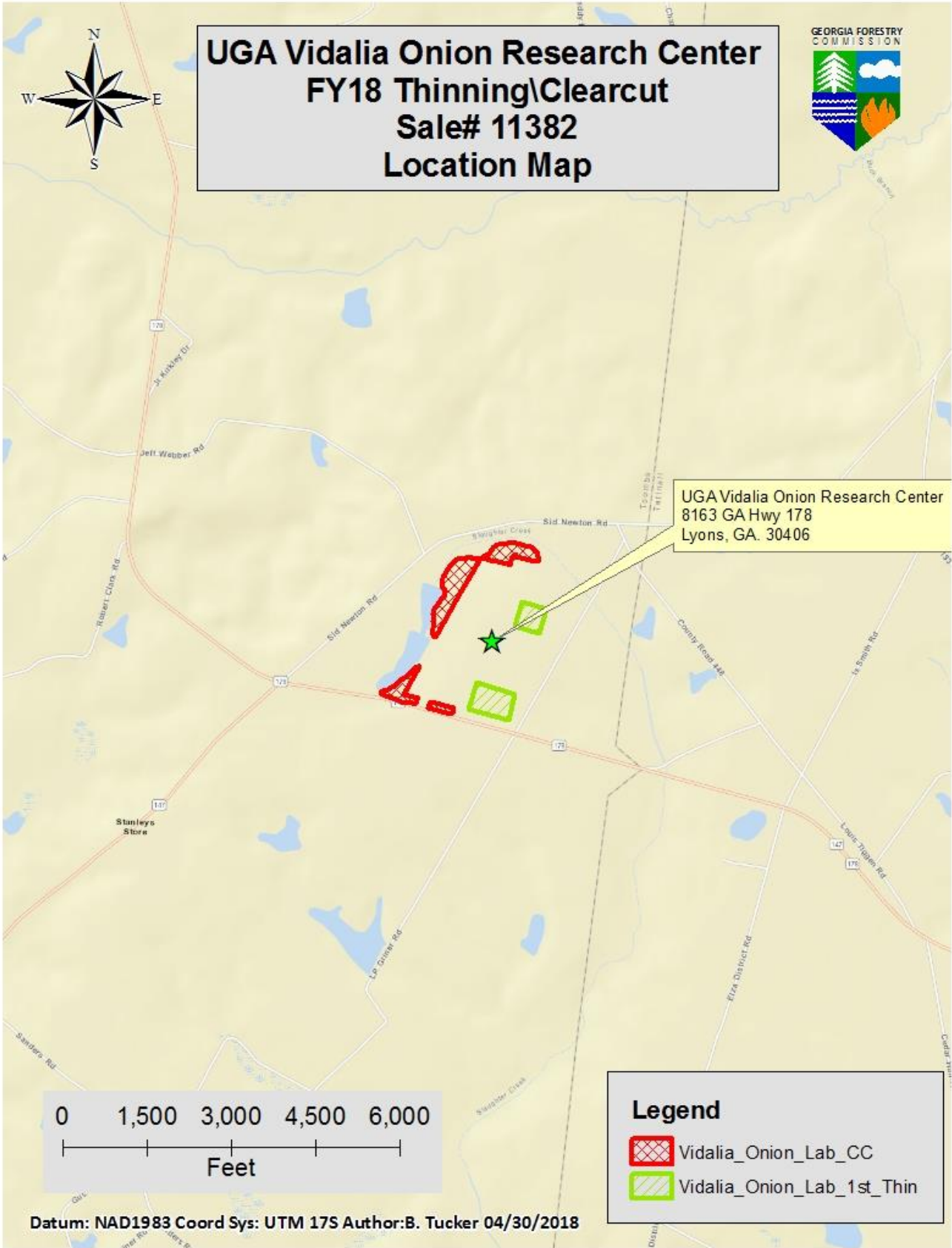
BUYER: _____

DATE: _____

WITNESS: _____

SELLER: _____

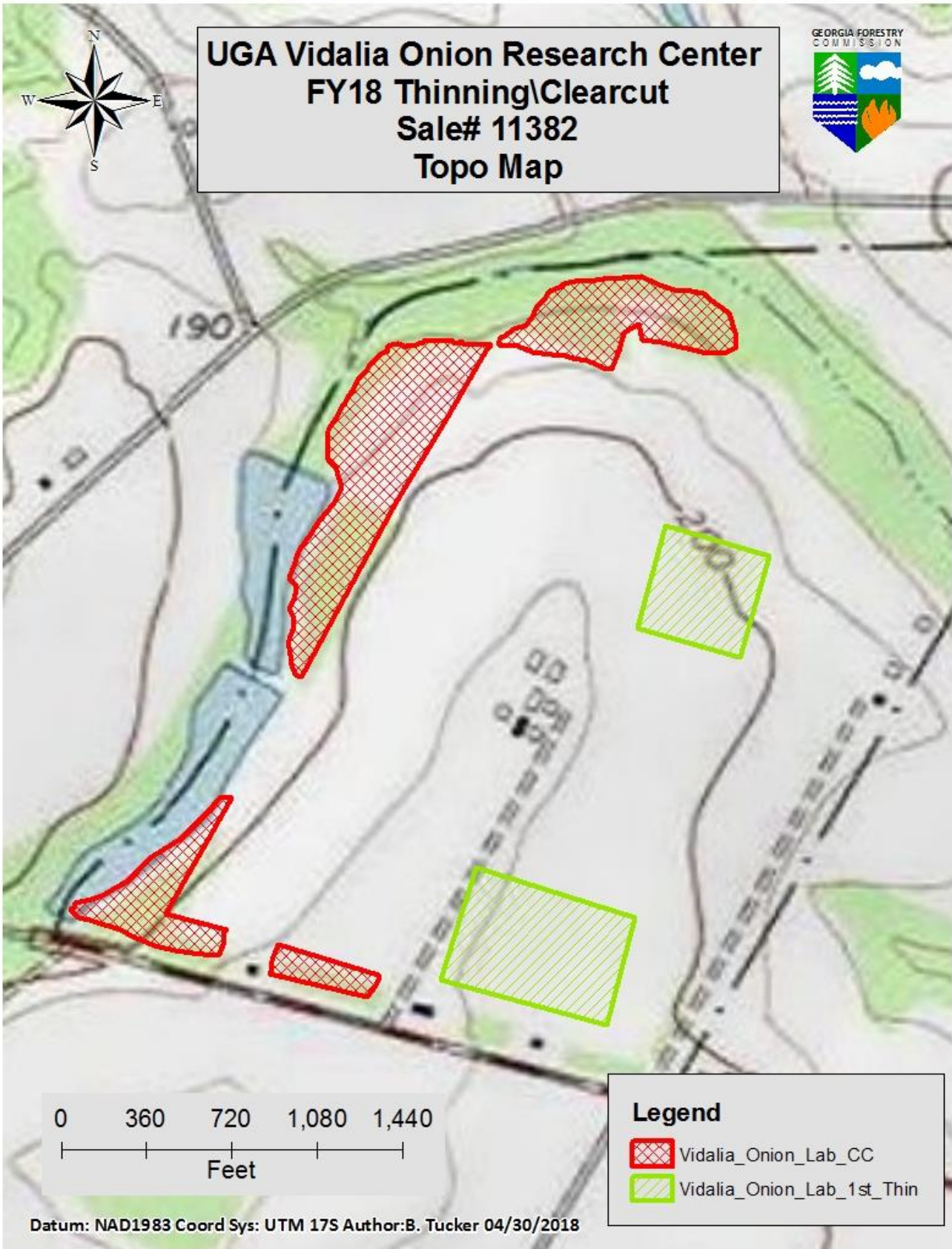
DATE: _____



Buyer's Initials _____ Seller's Initials _____



Buyer's Initials _____ Seller's Initials _____



Buyer's Initials _____ Seller's Initials _____