January 17, 2020
Notice of Timber Sale
Burke County

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 11:00 a.m. on Thursday, February 20, 2020, for the unit sale (per ton by product) of pine and hardwood on 190.2 acres of Department of Natural Resources (DNR) property located on Yuchi WMA in Burke County.

The sale area is located approximately thirteen (13) miles east of Waynesboro, GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 38, block C4 & C5.

This timber sale consists of two stands totaling 68.8 acres of planted loblolly pine to be thinned by operator selection leaving 60-70 ft² of basal area per acre. Longleaf marked with blue paint in the far western stand are not to be harvested. Sale boundaries are marked in blue paint. Three stands totaling 121.4 acres of planted loblolly are to be clear-cut; sale boundaries are marked in orange paint. See the attached “Timber Harvest Contract” for detailed instructions on this timber harvest.

Our estimate of total timber volume is 13,709 tons and is not guaranteed. Product volumes will not be announced. Buyers are encouraged to make their own estimate of product volumes.

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 Thursday, February 20, 2020 at the Burke County Unit Office of the Georgia Forestry Commission (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 “Yuchi WMA FY20 #11457 Bid Sale” written on front of envelope. Per ton price and wood specifications are required for each product on bid form; only submit one price per product on 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.). Incomplete bid forms will be invalid and will not be given consideration in the bid process.

2. Mailed bids should be clearly marked “Yuchi WMA FY20 #11457 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. For questions regarding the bid process contact Ben Hammond, GFC, at 706-612-3729. For questions specific to the sale area contact Forrest Buckner, GA DNR, at 404-987-4112.

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

Sincerely,

**Ben Hammond**
Ben Hammond, RF
Staff Forester
Yuchi WMA FY20 #11457
Bid Opening Location Map
February 20, 2020
11:00 a.m.

Bid Opening Location Site
GFC Burke Unit Office
1508 Hwy 25 South
Waynesboro GA 30830
GEORGIA FORESTRY COMMISSION - TIMBER BID FORM  
Yuchi WMA FY20 Sale ID# 11457

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

COMPANY REPRESENTATIVE: ______________________  TELEPHONE #: _________________________________

ADDRESS: ______________________________________________________________________________________

<table>
<thead>
<tr>
<th>Products</th>
<th>Price Per Ton</th>
<th>Minimum Top Size</th>
<th>Minimum Butt Size</th>
<th>Min. or Meas. Length</th>
<th>Quality Specs.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pine pulpwood</td>
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<tr>
<td>Pine top wood</td>
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<tr>
<td>Pine chip &amp; saw</td>
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<tr>
<td>Pine saw timber</td>
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<tr>
<td>Hdwd pulpwood</td>
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</tbody>
</table>

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: _________________________________
STATE OF GEORGIA
COUNTY OF Burke

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 190.2 acres, is located approximately thirteen (13) miles east of Waynesboro, Georgia on Yuchi WMA. The timber sale area consists of two stands of planted loblolly pine totaling 68.8 acres designated for thinning and three stands of planted loblolly totaling 121.4 acre designated for clear-cut. 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 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)

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# 11457 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. Within the 68.8 acres designated for thinning, trees are to be harvested by operator selection leaving 60 – 70 ft² of basal area per acre. Sale area is bounded by blue paint on site and delineated in green in Exhibits “B” & “C.”
   b. Within the 121.4 acres designated for clear-cut, all merchantable pine and hardwood timber is to be harvested. Sale area is bounded by orange paint on site and delineated in red in Exhibits “B” & “C.”
   c. WMA boundary is designated in yellow in Exhibits “B” & “C.”
   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. Loading decks from previous harvests are in place and will be used. New loading decks must be approved by SELLER.
   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

Buyer’s Initials _____  Seller’s Initials _____
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 DNR.

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 _____ 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. Timber Harvest Inspection form is attached as Exhibit “D”.

5. The BUYER will notify the SELLER at least 48 hours prior to moving logging equipment onto PROPERTY to commence timber harvesting operations and 48 hours prior to completion of timber harvesting operations and removal of logging equipment.

6. 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.

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.

Buyer’s Initials _____ Seller’s Initials _____
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 forest lands 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: ______________________________
# Timber Harvest Inspection

**Exhibit “D”**

## Safety
- A. Operation being conducted in a safe manner

## Harvest
- A. Stump heights acceptable
- B. Satisfactory separation, utilization, and trim of products
- C. No excessive damage to residual trees
- D. All designated trees cut
- E. Log tickets properly filled out, displayed and documented
- F. Harvest decks properly located and stabilized
- G. Harvest plan being followed

## Roads
- A. Entrance to public roads comply with ordinances
- B. Ditches, dikes and water courses functioning
- C. State and county roads free from mud and debris
- D. Road shoulders undamaged by logging equipment
- E. Roads properly maintained and stabilized

## Streamside Management Zones
- A. If harvesting in SMZ, soil disturbance is avoided
- B. Number of stream crossings minimized
- C. Streams free of sedimentation, silt and debris
- D. Stream crossings are properly installed and stabilized
- E. Proper culvert size used
- F. Timber removal from SMZ follows prescription or state BMP guidelines

## Best Management Practices
- A. Chemical or petroleum product spills absent
- B. Skid trails minimized and on contour or slope of <25%
- C. Temporary roads and skid trails closed and stabilized
- D. Temporary stream crossings removed if no longer in use
- E. Logging decks in compliance with state BMPs
- F. Road construction in compliance with state BMPs
- G. Buffer in compliance with state BMPs
- H. Trash properly disposed of

## Comments

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**Inspecting Forester:**

**Contractor Signature:**

**Date:**

**Buyer’s Initials:**

**Seller’s Initials:**