

5645 Riggins Mill Road Dry Branch, GA 31020 P. 478-751-3500 F. 478-751-3465

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September 20, 2024 Notice of Timber Sale Calhoun County

Dear Timber Buyer:

The Georgia Forestry Commission will accept bids until 11:00 a.m. on Tuesday, October 22, 2024, for the unit sale of pine and hardwood on 660.7 acres of Department of Natural Resources (DNR) property located on Chickasawhatchee WMA in Baker County.

The sale area is located approximately nineteen (19) miles southwest of Albany, GA off State Road 62; location is described more precisely on the attached maps and Delorme Georgia Gazetteer page 57 block B7 & B8.

This timber sale consists of 632.5 acres to be thinned and 28.2 acres to be clear-cut. See the attached Exhibit "A "Timber Harvest Plan within the Timber Harvest Contract for detailed instructions on this timber harvest.

Our estimate of total timber volume is 22,458 tons of pine and 992 tons of hardwood. Product breakdown will not be announced. Buyers are encouraged to make their own determination of product breakdown. 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 Rd, Athens, GA 30605. Bids will be publicly opened at 11:00 a.m. on Tuesday, October 22, 2024, at the Georgia Forestry Commission's Dougherty County Unit located at 2910 Newton Road, Albany, GA 31701 (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 "Chickasawhatchee WMA FY25 Thin/Clear-cut #11567 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 will be accepted and shall be clearly marked "Chickasawhatchee WMA FY25 Thin/Clear-cut #11567 Bid Sale" on front of envelope and must arrive on the day before the sale. Phoned bids will not be accepted. Phone or fax bids will not be accepted.
- 3. Bid forms must be signed in order to be accepted.
- 4. A check made payable to the <u>Georgia Forestry Commission</u> 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.

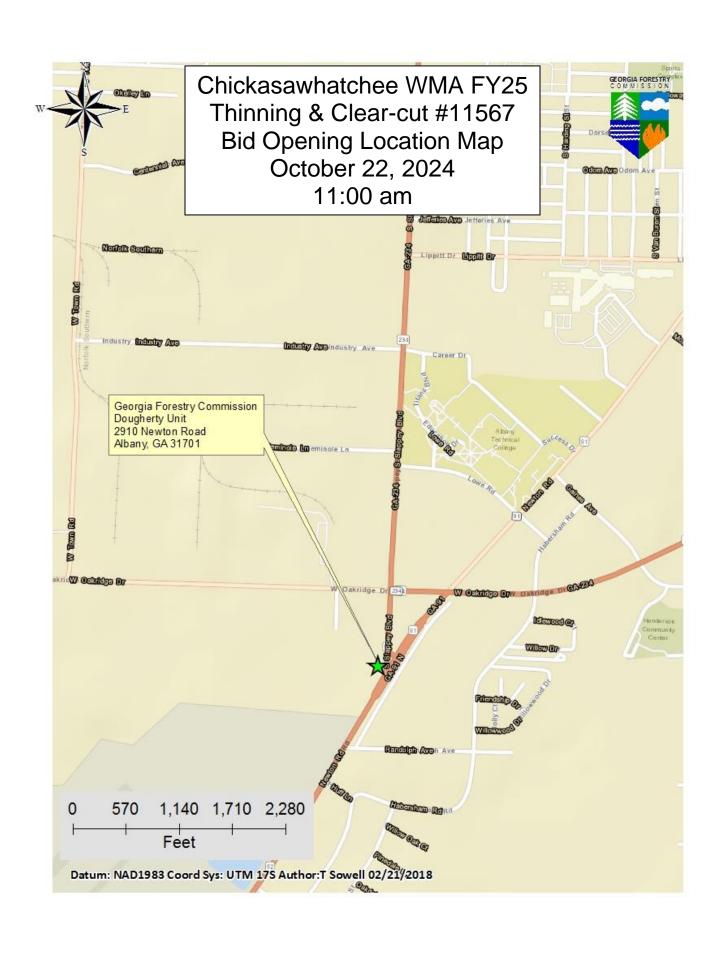
Continued...

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 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 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



GEORGIA FORESTRY COMMISSION - TIMBER BID FORM Chickasawhatchee WMA FY25 Thin/Clear-cut Sale ID# 11567

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									
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 CHICKASAWHATCHEE WMA FY25 THINNING & CLEAR-CUT Sale ID# 11567

	TE OF GI JNTY OF	EORGIA = 	<u>Calhoun</u>							
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ARTI	SELLE	Obligatio R agrees Ind hereb		the BUYE					ested as defi d title to such	
	(((The timb (19) mile sale area be clear- "C" & "D" CONTRA	er sale are s southwe consists cut. The which are ACT and v	est of Alban of 632.5 ac specific site e incorpora vhich are h	mately 60 by, Georg cres of place is desig ted herei erein coll	ia on Chi anted pin nated on n by refer ectively re	ckasawha e to be thi the attach ence and eferred to	itchee Wi inned and ned maps made pa as the "F	ximately nine MA. The timb d 28.2 acres of as Exhibits fart of this PROPERTY."	oer of to 'B",
2.		_			_	_		•	n the PROPE CONTRACT	
3.	the BU	YER or i	njury to pe	assume any ersons emp / assumed	loyed by	the BUY			nent belongin t; said	g to
4.	BEST N Commi binding	MANAĞE ission (G j upon ar	MENT PIFC) publiced will be a	RACTICES cation "Geo	("BMPs" orgia's Be by the Bl) and refe st Manag JYER in a	erenced in Jement Pr	the Geo actices fo	arvesting kno rgia Forestry or Forestry" is and all fores	S
ARTI	CLE II. (Obligatio	ns of the	BUYER:						
1.	Agrees	to pay th	ne SELLE	R at the rat	te of					
		er ton for minimun		wood (wo	od specs	: inch	minimum	top, ir	nch minimum	butt,

	\$ 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: \$					
	1) If the estimated volume of timber's, as described in ARTICLE I, value does not equal or exceed the 20% 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 20% 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 20% 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 20% payment shall be refunded to the BUYER by the SELLER.					
	Following harvest equivalent to the initial 20% 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 hand delivered to Michael Staton, DNR, along with a cutting report and sales record recapping the timber types, weights and payment classifications. Reference sale ID# 11567 on all checks and settlement statements. The per-unit payments will be made weekly, unless otherwise authorized by the SELLER.					
2.	2. Agrees to pay the SELLER a performance bond equal to \$ (ten percent (10%) of the 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 eighteen (18) 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.

Buyer's Initials _____ Seller's Initials _____

- 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. 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. See Exhibit "A" for detailed instructions regarding this timber harvest.
- c. 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.
- d. 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.
- e. 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 S	eller's Initials
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- 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 hand delivered on a weekly basis to Michael Staton, DNR. 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 167251 - 168200.
- 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 eighteen (18) 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.

Buyer's Initials	Seller's Initials

IN WITNESS WHEREOF, the parties have affixed signatures this day of 2024.				
WITNESS:	BUYER:			
	DATE:			
WITNESS:	SELLER:			
	DATE:			

Exhibit "A"

Georgia Department of Natural Resources Forest Management Unit Timber Harvest Plan

Timber Sale Name:	Chickasawhatchee WMA FY'25 Thinning/Clearcut 660.7 Ac
Proposal Number:	Sale #11576
-	X_Thinning Timber Stand Improvement X_ 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
 - Selective thinning consisting of 632.5 acres of planted pine stands with the following breakdown: Stand Chic0109 70.7 acres of 1980 planted loblolly pine, Chic0114 21.8 acres of 1980 planted loblolly pine, Chic0115 25.9 acres of 1980 planted loblolly pine, Chic0812 47.9 acres of 1980 planted loblolly, Chic0817 11.3 acres of 1969 planted loblolly pine, Chic1002 64 acres of 1982 planted loblolly pine, Chic1008 30.2 acres of 1980 planted loblolly pine, Chic1431 27.9 acres of 1979 planted loblolly pine, Chic1433 48.1 acres of 1979 planted loblolly pine, Chic1504 22.2 acres of 1974 planted loblolly pine, Chic1510 22 acres of 1981 planted loblolly pine, Chic1511 30.1 acres of 1976 planted slash pine, Chic1512 41.1 acres of 1971 planted loblolly pine, Chic1513 57 acres of 1981 planted loblolly pine, Chic1516 43.1 acres of 1971 planted loblolly pine, Chic1517 36.3 acres of 1992 planted slash pine, Chic1518 10.9 acres of 1976 planted slash pine, Chic1521 15 acres of 1971 planted slash pine, Chic1523 11.6 acres of 1981 planted loblolly pine, and Chic1524 23.7 acres of 1981 planted loblolly pine. Clearcut/final harvest consisting of 28.2 acres of planted pine stands found within various stands from with the above descriptions.
 - Activities will consist of an operator select thinning in the above stands. The target residual basal area will be 40 ft² per acre to promote deer, turkey and bobwhite quail habitat, increase sunlight penetration to the ground, and to increase forage and browse. Selective thinning will be from below removing diseased, suppressed, forked, and poorly formed trees first. Non-crop pines and undesirable hardwood species such as water oak, sweetgum, and blackgum will be removed down to 5" DBH during the thinning. Healthy upland hardwoods such as live oak, southern red oak, post oak, and hickory can be left standing. A 10 BAF

prism will be provided by the seller and instructions will be given on how to use the prism to help the timber harvester achieve the correct residual basal area. Some areas of pine will occur across firebreaks and should be thinned as part of the stand.

- In order to achieve the desired basal area, the average square spacing in the older planted stands should be around 40'.
- Main WMA roads may be day lighted to a maximum 25 feet from the edge of the road in stands that are being thinned and secondary roads/firebreaks may be day lighted to a maximum of 15 feet (most roads have been daylighted already). Firebreaks in proposed stands that form property lines may be widened up to 30 feet if Best Management Practices are followed. Wildlife openings that total 28.2 acres will be created or expanded while thinning. All trees should be removed from or knocked down in these future opening areas. Do not place logging debris in these or other openings.
- Stand boundaries are formed by firebreaks, roads, or drains. Necessary thinning sale boundaries are marked with blue marking paint slashes "//". Clearcut and future wildlife opening area boundaries are marked with orange marking paint slashes "//". Do not cross painted sale boundaries with harvest equipment and do not harvest painted trees unless they have an "X" painted on them. The marking paint faces the clearcut side of the future wildlife openings. Disregard old blue and teal timber marking paint from previous sales.
- Two demonstration areas for the thinning can be found on the Activity maps. The leave trees are marked with blue ring.
- Avoid dropping or dragging any tree or debris in firebreaks, existing openings, or roads. Harvest debris should be removed from roads, existing openings, and firebreaks.
- All areas of the stands must be properly thinned even if it requires coming back in dryer conditions to harvest the wetter areas. All pine and hardwood should be cut and processed before proceeding to the next stand unless wet conditions prevent this.
- Skidding across roads, firebreaks, and existing openings should be avoided but will be
 necessary in some stands. If necessary, crossings should be confined to one area and that
 area should be repaired upon when skidding is finished.
- Rutting in the stands must be avoided.
- Stump heights should be less than 6" above ground level or immediately above butt swell. Skinning of residual trees must be avoided.
- Paint all damaged/skinned crop trees with black or brown paint before proceeding to the next stand or area.
- If healthy trees exist around gates, then leave them to block traffic from driving around.
- When satisfactory harvest has been completed in each stand, the DNR may choose to release that stand from the contract to perform an herbicide application and or prescribed burn within the stand.

Streams

Avoid crossing any stream or wet depression unless approved by FMU personnel. There are numerous wet depressions and cuts along the hardwood drains where rutting should be avoided.

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 trailers in the roads or in existing or future clearings. Trees should be run over with the skidder while in the woods and before being skid to the log deck to remove most limbs. Logging slash should be evenly distributed back into

Buyer's Initials	Seller's Initials
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the stands and not left in clumps. Hardwood slash that is too large and bulky to be taken back into the stands will need to be piled dirt free on the deck or in some other agreed upon opening. Slash piles should be at least 30 feet from residual trees. Remove logging slash from roads, existing openings, and firebreaks once a stand is harvested. Avoid traffic and debris in existing openings.

Roads

Access to the timber harvest stands is gained from Highway 62 or Highway 37 then through various WMA roads.

Harvest Restriction Dates

No harvesting or harvest traffic will be allowed during deer, turkey, or quail quota hunts. Deer quota hunts typically consist of two separate three day hunts occurring on a Thursday, Friday, Saturday, or Sunday near the beginning of November and the beginning of December.

Turkey Quota hunts typically consist of the first three full weeks of turkey season. Turkey season begins in April.

Quail quota hunts occur on Saturdays in November (typically one Saturday), December (typically two Saturdays), and January (typically three Saturdays).

The actual dates change from year to year, so check the current hunting regulations for specific dates.

Maps: See attachments

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Exhibit "B"

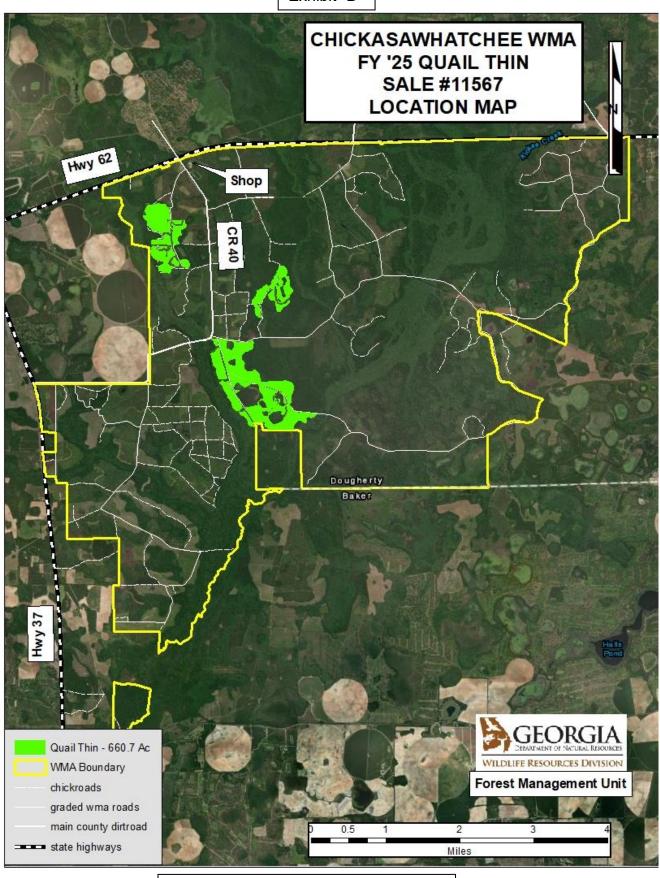


Exhibit "C"

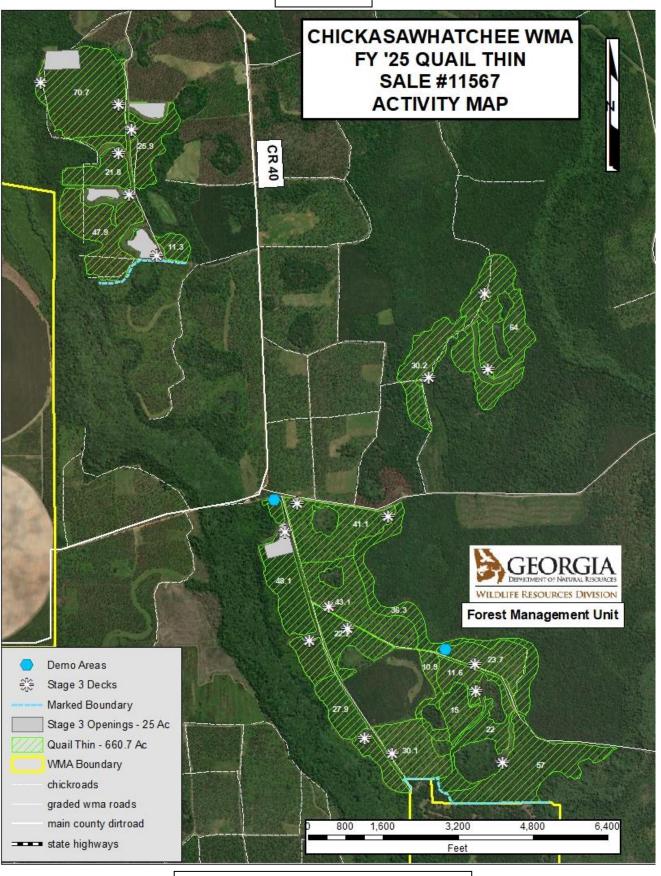


Exhibit "D"

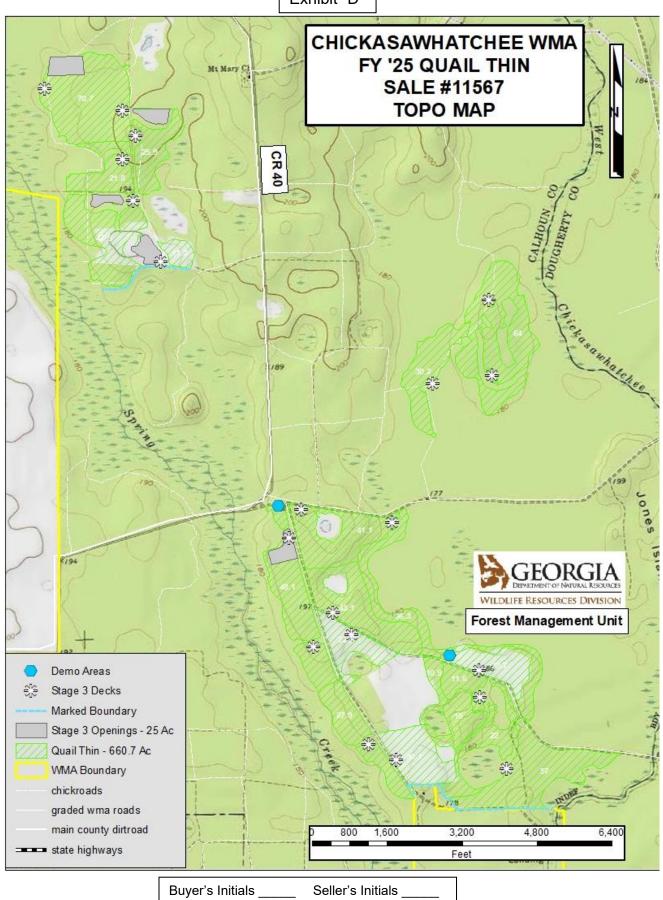


Exhibit "E"

Tim	ber Harvest Inspection	Sale Name	:				Inspection Type:	
	M GEODGIA	Sale Type:	-				Weekly	
	GEORGIA DEPORTMENT OF INTERNAL RESOURCES	Inspection	_				Final	
	WILDLIFE RESOURCES DIVISION		_					
			Yes	No	N/A	Follow-up	Date Completed	
1 Sa	fety							
А	Operation being conducted in a safe manner							
2 Ha	arvest							
Α	Stump heights acceptable							
В	Satisfactory separation, utilization and trim of products							
С	No excessive damage to residual trees							
D	All designated trees cut							
Ε	Load tickets properly filled out, displayed and documented							
F	Log decks properly located and stabilized							
G	Harvest plan being followed							
3 Ro	pads							
Α	Entrance to public roads comply with ordinances							
В	Ditches, dips and water turnouts functioning							
С	State and county roads free from mud and debris							
Ð	Road shoulders undamaged by logging equipment						,	
E	Roads properly maintained and stabilized							
4 St	reamside Management Zones			•				
Α	If harvesting in SMZ, soil disturbance is avoided							
В	Number of stream crossings minimized							
С	Streams free of sedimentation, tops and debris							
D	Stream crossings are properly installed and stabilized							
Е	Proper culvert size used						,	
F	Timber removal from SMZ follows prescription or state BM	P guidelines						
5 Be	st Management Practices							
Α	Chemical or petroleum product spills absent							
В	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							
Е	Logging decks in compliance with state BMPs							
F	Road construction in compliance with state BMPs							
G	Rutting in compliance with state BMPs							
Н	Trash properly disposed of							
6 C o	mments			-				
	Inspecting Forester:			Date:				
	Contractor Signature:			Date:				
								