



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

An Equal Opportunity
Employer & Service Provider



Brian Kemp
Governor

Tim Lowrimore
Director/State Forester

Johnny Sabo
Deputy Director

Board of Commissioners:

Larry Spillers, Chairperson
Roberta

Sandie Sparks, Vice
Chairperson
Ellijay

Ember Bentley
Macon

Ben Gillis
Dublin

Chad Nimmer
Blackshear

Robert Pollard
Appling

Ken Sheppard
Vidalia

July 25, 2024
Notice of Timber Sale
Sale ID# 11568
Walker County

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 11:30 a.m. on Tuesday, August 27, 2024 for the unit sale of pine and incidental hardwood on 520 acres of Department of Natural Resources (DNR) property located on Crockford-Pigeon Mt WMA in Walker County.

The sale area is located approximately five and one half (5 1/2) miles west of LaFayette, GA. Access to the sale area is by Rocky Lane via Dougherty Gap Road and State Route 157 and Chamberlain Road for the stands at the bottom of the mountain on the eastside. Location is described more precisely on the attached maps. Location is further described by Georgia Atlas & Gazetteer page 12, block E3.

This timber sale consists of 438 acres of natural pine and hardwood to be thinned by operator selection and 82 acres to be clear-cut except for a few trees marked with an orange band (see contract for further harvest specifications). Forest products included in this sale are pine pulpwood, pine tops, pine chip & saw, pine saw timber, hardwood pulpwood, hardwood palletwood and hardwood saw timber. The total volume estimate is 28,323 tons. Product volumes will not be announced. Buyers are encouraged to make their own estimate of product breakdown. Sale boundaries are marked with a double diagonal blue mark for the thinning area and a double diagonal orange mark for the clear-cut area. See the attached "Timber Harvest Contract" for detailed instructions on this timber harvest.

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 11:30 a.m. on Tuesday, August 27, 2024, at the Georgia Forestry Commission's Walker Unit located at 207 Foster Blvd, LaFayette, GA 30728 (see attached bid opening location map). No bids will be accepted after 11:30 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 "Crockford-Pigeon Mt WMA FY25 #11568 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, other than price, 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 "Crockford-Pigeon Mt WMA FY25 #11568 Bid Sale" on front of envelope and must arrive on the day before the sale. Faxed or phoned bids will not be accepted.
3. Bid forms must be signed in order to be accepted.
4. 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 estimated sale value based on the successful bidder's unit prices, whichever is higher. Any additional performance bond money will be due at contract signing.

Continued...

A sample contract, bid form and maps of the 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.”** The timber sale contract will terminate eighteen (18) months from the contract signing date. Contract signing and receipt of payment will occur no later than thirty (30) days after the bid date. Additional road work that may be required must be approved by GA DNR and will be the 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 Ryan Hurley, GA DNR, at 404-844-6444.

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

Sincerely,

Ben Hammond

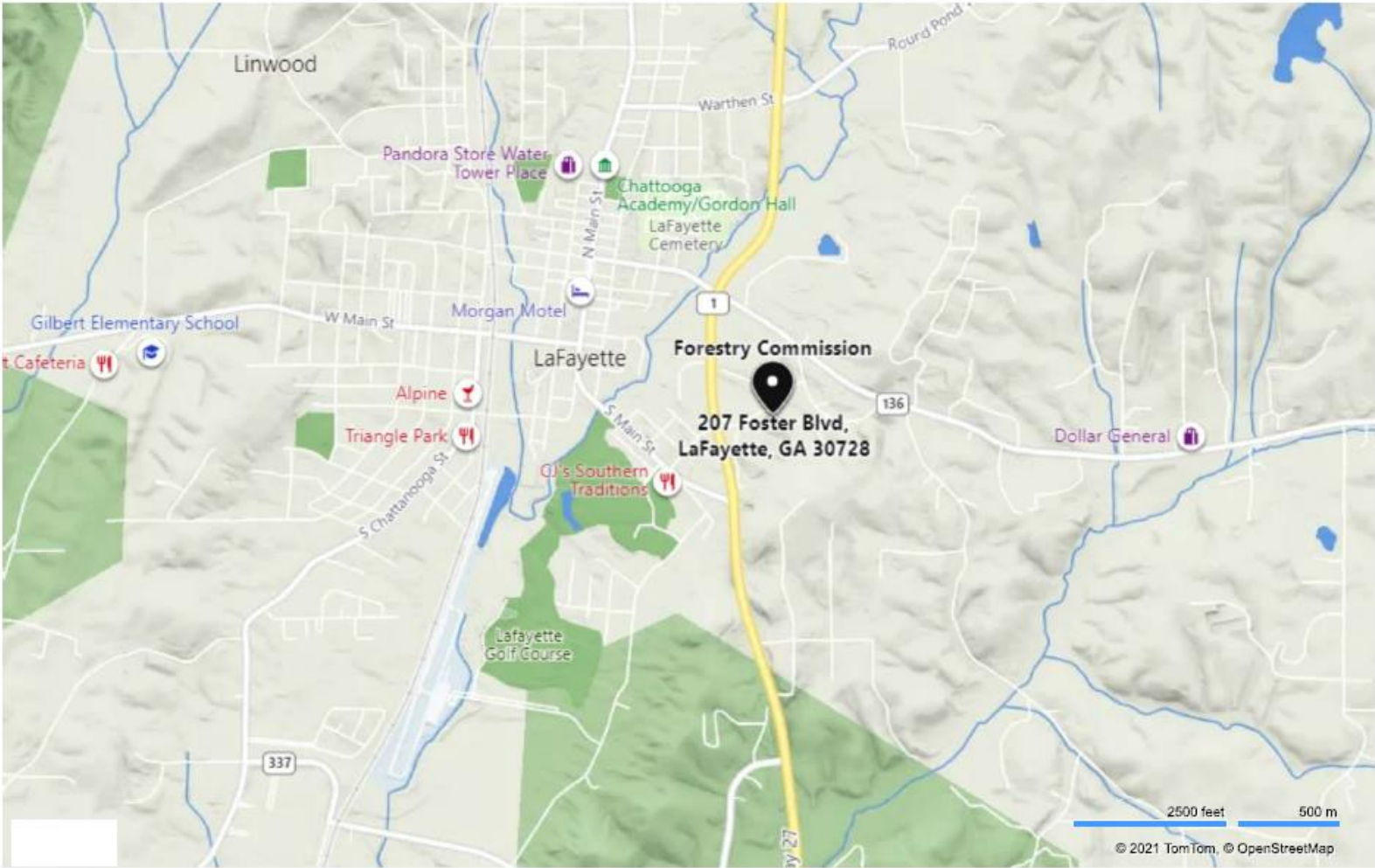
Ben Hammond, RF

Staff Forester

207 Foster Blvd, LaFayette, GA 30728

Location: 34.698144, -85.2716652

Crockford Pigeon Mt WMA
FY25 Sale #11568
Bid Opening Location Map
August 27, 2024
11:30 AM



GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
Crockford-Pigeon Mt WMA FY25 Thinning Sale ID# 11568

COMPANY NAME: _____

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 pulpwood					
Hardwood pallet-wood					
Hardwood saw timber					

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
CROCKFORD-PIGEON MT WMA FY25 Sale# 11568
Thinning & Clear-cut**

STATE OF GEORGIA
COUNTY OF WALKER

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 _____ 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 520 acres, is located approximately five and one half (5 1/2) miles west of LaFayette, Georgia on Crockford-Pigeon Mt WMA off Chamberlain Road, Rocky Lane via Dougherty Road and State Route 157 and interior WMA roads. 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” are binding upon and will be adhered to by the BUYER in accomplishing any and all forest products harvesting identified by this CONTRACT.

ARTICLE II. Obligations of the BUYER:

1. Agrees to pay the SELLER at the rate of
\$___ per ton for pine pulp-wood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

Buyer’s Initials _____ Seller’s Initials _____
--

\$___ 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, ___ 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 GA-DNR WRD Forest Management Unit, 2065 US HWY 278 SE, Social Circle, GA 30025, Attn: Chris Roberts. **Reference sale ID# 11568 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 **\$5,000.00 (or 10% of the estimated total sale price, whichever is greater)** 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

Buyer's Initials _____	Seller's Initials _____
------------------------	-------------------------

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. 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, Timber Harvest Plan, for detailed timber harvest instructions.
 - 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,

Buyer's Initials _____	Seller's Initials _____
------------------------	-------------------------

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 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 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 _____.
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 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.
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 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.
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.

Buyer's Initials _____	Seller's Initials _____
------------------------	-------------------------

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 _____ 2024.

WITNESS: _____

BUYER: _____

DATE: _____

WITNESS: _____

SELLER: _____

DATE: _____

Exhibit "A"

Georgia Department of Natural Resources
Forest Management Unit
Timber Harvest Plan

Timber Sale Name: **Crockford-Pigeon Thinning Sale**

Proposal Number: **R1-0027**

Harvest Acreage: Thinning 438+/- acres.
Regeneration Cut 82+/- acres.

Harvest System: Conventional
 Chipping

Harvest Description:
General Information

This is a per unit sale. Two Blue slashes mark non-clearcut boundaries and two orange slashes mark clearcut boundaries. Pink flagging mark trout SMZs (Streamside Management Zones). The property line is marked with yellow paint and orange flagging. There will be no harvest in SMZs. Leave trees within the harvest boundaries are marked with a blue or orange ring and a dot at the butt.

Thinning

A target basal area of 60 ft² and 30 ft², is to be left in project areas 3 and 5, respectively. Project area 2 will focus on trees less than 14" but leave no less than 40 BA. Project area 4 will be a DBH thinning of 12" or less on hardwoods in addition to the removal of all Virginia pine. All stems 5" or greater are to be harvested from these areas. All residual tops and pre-merchantable stems can be chipped or distributed back out into the stand. Leave trees will be marked with a blue ring and a dot at the butt. Stand boundaries are marked with 2 Blue slashes. Use extreme caution around SMZ's to avoid damage. Trout SMZ's are flagged with pink ribbon. See attached map.

Regeneration Cut

Regeneration harvest totaling 82-acres are to be clear-cut, except for leave trees that have been marked with an orange ring. See attached map.

Blackout Dates

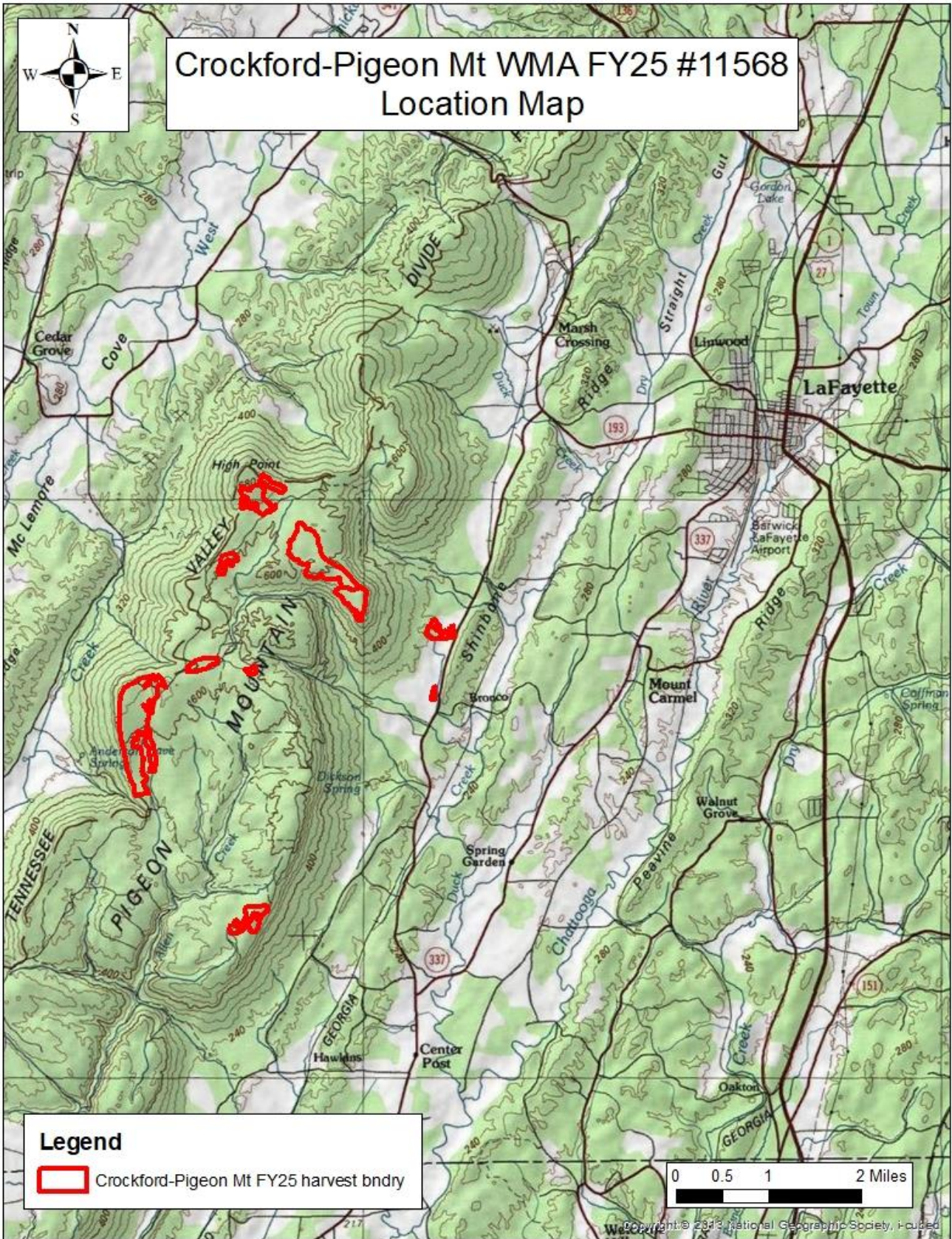
Managed hunts and quota hunts will be listed once dates come out for 2024-2025 season.

Log Decks and Logging Slash

Only enough slash will be left on decks to minimize erosion. Most of the remaining slash is to be returned to harvest area and distributed. The remainder to be used to stabilize any skid trails.

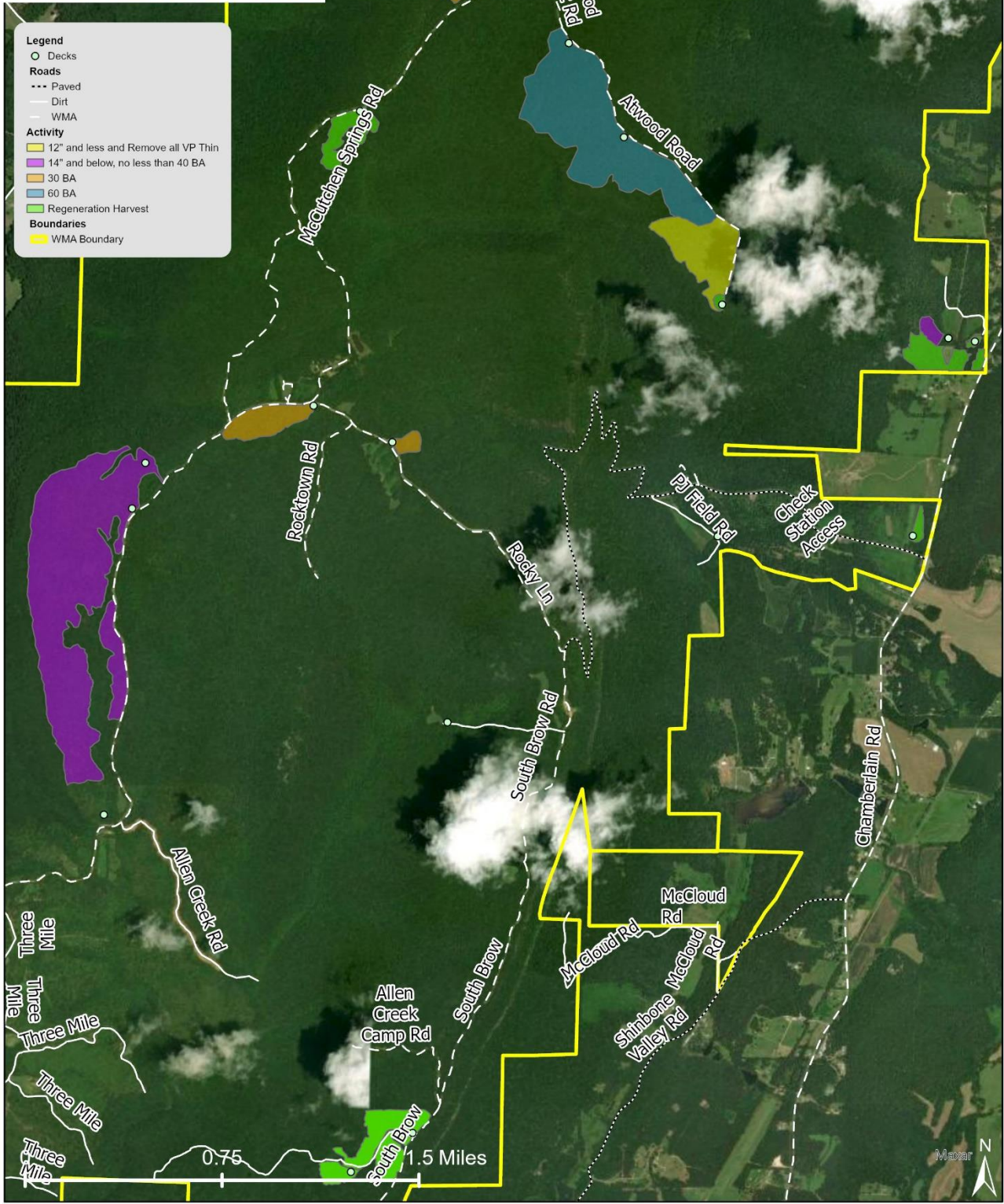
Roads

Ingress and egress will be made from Rocky Lane via Dougherty Gap Road and Highway 157 for stands atop the mountain. Stands on the bottom of the mountain will be accessed by Chamberlain Road. Any additional roadwork, gravel, or rock needed on this tract will be the buyer's responsibility.



Buyer's Initials _____ Seller's Initials _____

Exhibit "C"



Buyer's Initials _____ Seller's Initials _____

Exhibit "E"

Timber Harvest Inspection



Sale Name: _____
 Sale Type: _____
 Inspection Date: _____

Inspection Type:
 Weekly _____
 Final _____

	Yes	No	N/A	Follow-up	Date Completed
1 Safety					
A Operation being conducted in a safe manner	_____	_____	_____	_____	_____
2 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 Load tickets properly filled out, displayed and documented	_____	_____	_____	_____	_____
F Log decks properly located and stabilized	_____	_____	_____	_____	_____
G Harvest plan being followed	_____	_____	_____	_____	_____
3 Roads					
A Entrance to public roads comply with ordinances	_____	_____	_____	_____	_____
B Ditches, dips and water turnouts functioning	_____	_____	_____	_____	_____
C State and county roads free from mud and debris	_____	_____	_____	_____	_____
D Road shoulders undamaged by logging equipment	_____	_____	_____	_____	_____
E Roads properly maintained and stabilized	_____	_____	_____	_____	_____
4 Streamside Management Zones					
A If harvesting in SMZ, soil disturbance is avoided	_____	_____	_____	_____	_____
B Number of stream crossings minimized	_____	_____	_____	_____	_____
C Streams free of sedimentation, tops 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	_____	_____	_____	_____	_____
5 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 Rutting in compliance with state BMPs	_____	_____	_____	_____	_____
H Trash properly disposed of	_____	_____	_____	_____	_____

6 Comments

Inspecting Forester: _____ Date: _____
 Contractor Signature: _____ Date: _____

Buyer's Initials _____ Seller's Initials _____