March 18, 2020
Notice of Timber Sale
Paulding County

Dear Timber Buyer:

The Georgia Forestry Commission will accept bids until 11:00 a.m. on Thursday, April 16, 2020, for the lump sum sale of pine and hardwood on 93 acres of Department of Natural Resources (DNR) property located on Paulding Forest WMA in Paulding County.

The sale area is located approximately ten (10) miles northwest of Dallas, GA; location is described more precisely on the attached maps.

This timber sale consists of two stands totaling 93 acres of pine and hardwood to be clear-cut; sale boundaries are marked with pink “Timber Harvest Boundary” flagging and a vertical mark of blue paint. See the attached “Timber Harvest Contract” for detailed instructions on this timber harvest.

Our estimate of total timber volume is 9,683 tons of pine and 464 tons of hardwood. Volume is not guaranteed.

Bid Requirements:

1. All lump sum bids must be submitted on the timber bid form provided with this notice. Completed bid forms are to be emailed to bhammond@gfc.state.ga.us. Bids must be received by 11 a.m. on Thursday, April 16, 2020.
2. Mailed bids will be accepted and shall be clearly marked “Paulding Forest WMA FY20 #11461 Bid Sale” on front of envelope and must arrive on the day before the sale. Phoned bids will not be accepted.
3. Bid forms must be signed in order to be accepted.

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 Chris Roberts, GA DNR, at 770-686-4571.

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

Sincerely,

Ben Hammond
Ben Hammond, RF
Staff Forester
I understand that this is a lump sum timber sale. Lump sum price has been entered for all the merchantable pine and hardwood as designated within the Paulding Forest WMA FY20 #11461 Timber Harvest Contract for State Owned Lands.

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
PAULDING FOREST WMA FY20 CLEAR-CUT
Sale ID# 11461

STATE OF GEORGIA
COUNTY OF Paulding

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 93 acres, is located approximately ten (10) miles northwest of Dallas, Georgia on Paulding Forest WMA. The timber sale area consists of two stands of planted loblolly pine and a small amount hardwood designated to be clear-cut. The specific site is designated on the attached maps as Exhibits “B”, “C” & “D”, which are incorporated herein by reference and made part of this CONTRACT and which are herein collectively referred to as the “PROPERTY.”
   b) Timber shall be harvested according to “Timber Harvest Specifications” below.

2. SELLER agrees to allow the BUYER ingress and egress across and upon the PROPERTY for the purpose of carrying out forest products harvesting identified in this CONTRACT.

3. SELLER shall in no way assume any responsibility for damage to equipment belonging to the BUYER or injury to persons employed by the BUYER or his/her agent; said responsibility being totally assumed by the BUYER.

4. The parties agree that the recommendations relating to forest products harvesting known as BEST MANAGEMENT PRACTICES (“BMPs”) and referenced in the Georgia Forestry Commission (GFC) publication “Georgia’s Best Management Practices for Forestry” and in the publication “Best Management Practices for Forested Wetland in Georgia” are binding upon and will be adhered to by the BUYER in accomplishing any and all forest products harvesting identified by this CONTRACT.

ARTICLE II. Obligations of the BUYER:
1. Agrees to pay the SELLER $_________ 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 SELLER as follows: 100% of the total sale price is to be paid to the Georgia Forestry Commission at the time of CONTRACT execution. Reference Sale ID #11461 on all checks.

Buyer’s Initials _______ Seller’s Initials _______
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 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 93 acres designated for clear-cut, all merchantable pine and hardwood is to be harvested. See Timber Harvest Plan Exhibit “A” for detailed instructions regarding this timber sale. PROPERTY is bounded by pink “Timber Harvest Boundary” flagging and a vertical mark of blue paint. PROPERTY is described by Exhibits “C” & “D.”
   b. Pine stumps shall be no more than six (6) inches above the original ground level or immediately above any butt swell, whichever is higher. Hardwood stumps shall be no more than eight (8) inches above the original ground level or immediately above any butt swell, whichever is higher.

Buyer’s Initials _______ Seller’s Initials _______
c. 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 the latest publication of Timber Mart South and charged against the performance bond described in Article 2, condition 2. Excessive damage will be determined by the DNR.

2. 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.

3. 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”.

4. 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.

5. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from SELLER stating timber harvest activities are satisfactorily completed or twelve (12) months from CONTRACT date, whichever first occurs, unless the CONTRACT is extended due to weather or the parties agree to an extension of time for removal of forest products covered under this CONTRACT.

6. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.

7. Any designated forest products, harvested or un-harvested, which remain on the sale area at the date this CONTRACT terminates, remain the property of the SELLER.

8. This CONTRACT shall not be assigned by the BUYER in whole or in part without the written consent of the SELLER. The SELLER shall approve, in writing, any new Buyer to the CONTRACT or any Buyer that is not named as the BUYER to this CONTRACT.

9. The parties agree that this CONTRACT is subject to the authority of the Georgia Forestry Commission, pursuant to O.C.G.A 12-6-6, to manage State forest lands and to oversee the sale of timber and other forest products grown on such lands.

10. This CONTRACT shall be governed by and construed under the laws of the State of Georgia. The Superior Court of Fulton County shall have exclusive jurisdiction over any and all actions, suits, or other proceedings instituted to enforce the CONTRACT unless SELLER, in writing, decides that a different court has jurisdiction.

IN WITNESS WHEREOF, the parties have affixed signatures this __________ day of ______________ 20__________.

WITNESS: _______________________________ BUYER: _______________________________
DATE: _______________________________

WITNESS: _______________________________ SELLER: _______________________________
DATE: _______________________________
Timber Sale Name: Paulding Forest Sale 11461
Proposal Number: FY20R1-2

Harvest Acreage: Clear-cut 93+/- acres

Harvest System: 
X Conventional
_____ Chipping

Harvest Description:
General Information
This is a lump sum sale. Sale boundary is flagged with pink “Timber Harvest Boundary Ribbon” and Blue painted stripe(s) on the sale boundary. The property line is marked with yellow paint and pink flagging. There will be no harvest in SMZs.

Clear-cut
All stems 4” or greater are to be harvested from these areas. SMZ’s and stand boundaries are marked with Blue paint and pink “Timber Harvest Boundary” ribbon. Leave trees within the harvest boundary are marked with orange/red paint. Use extreme caution around these leave trees to avoid damage.

Blackout Dates: No harvesting operations allowed
April 4,5,11,12,18,19,25,26 2020
September 12,13,19,20,26,27 2020
October 3,4,10,11 2020
November 12-15 2020
December 10-13 2020
March 20,21,27,28 2021
April 3,4,10,11,17,18,24,25 2021

Log Decks and Logging Slash
Log deck locations will be approved by DNR forester (see attached maps). 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 trials.

Roads
Ingress and egress will be made from the south via Blue Carbody and Boy Scout roads. Any additional roadwork, gravel, or rock needed on this tract will be the buyer’s responsibility.
Exhibit “C”

Paulding Forest WMA FY20 Harvest

Legend
- WMA Boundary
- PFclearcutFY20
- PFdecks

Buyer’s Initials _____  Seller’s Initials _____
Timber Harvest Inspection

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<td>A Operation being conducted in a safe manner</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td>Follow-up</td>
<td>Date Completed</td>
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<th>Harvest</th>
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<tr>
<td>A Stamp heights acceptable</td>
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<td>B Satisfactory separation, utilization and trim of products</td>
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<td>C No excessive damage to residual trees</td>
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<td>D All designated trees cut</td>
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<td>E Log tickets properly filled out, displayed and documented</td>
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<td>F Log decks properly located and stabilized</td>
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<td>G Harvest plan being followed</td>
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<th>Roads</th>
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<tr>
<td>A Entrance to public roads comply with ordinances</td>
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<td>B Ditches, dikes and water turnouts functioning</td>
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<td>C State and county roads free from mud and debris</td>
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<td>D Road shoulders undamaged by logging equipment</td>
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<td>E Roads properly maintained and stabilized</td>
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<th>Streamside Management Zones</th>
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<tr>
<td>A If harvesting in SMZ, soil disturbance is avoided</td>
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<td>B Number of stream crossings minimized</td>
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<td>C Streams free of sedimentation, tops and debris</td>
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<td>D Stream crossings are properly installed and stabilized</td>
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<td>E Proper culvert, size used</td>
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<td>F Timber removal from SMZ follows prescription or state BMP guidelines</td>
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<th>Best Management Practices</th>
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<tr>
<td>A Chemical or petroleum product spills absent</td>
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<td>B Skid trails minimized and on contour or slope of &lt;25%</td>
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<td>C Temporary roads and skid trails closed and stabilized</td>
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<td>D Temporary stream crossings removed if no longer in use</td>
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<td>E Logging decks in compliance with state BMPs</td>
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<td>F Road construction in compliance with state BMPs</td>
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<td>G Rubbing in compliance with state BMPs</td>
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<td>H Trash properly disposed of</td>
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6 Comments

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<tr>
<th>Inspecting Forester:</th>
<th>Date:</th>
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<tr>
<td>Contractor Signature:</td>
<td>Date:</td>
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Buyer's Initials _____ Seller's Initials _____