May 19, 2020
Notice of Timber Sale
Irwin County

Dear Timber Buyer:

The Georgia Forestry Commission will accept bids until 11:00 a.m. on Tuesday, June 16, 2020, for the unit sale (per ton by product) of planted pine on 876 acres of Department of Natural Resources (DNR) property located on Alapaha River WMA in Irwin County.

The sale area is located approximately eight (8) miles northeast of Tifton, GA off U.S. Hwy 319. Location is further described by Delorme Gazetteer page 59, block A8.

This timber sale consists of 769.5 acres of planted loblolly, slash and longleaf pine for first thinning by using the fifth row operator selection method and 106.6 acres of previously thinned planted slash for thinning by operator selection. Residual basal area is to be 60 ft² per acres. For details of this harvest please see the attached timber harvest contract.

Our estimate of total timber volume is 39,103 tons of pine and incidental hardwood. Volume is not guaranteed and product breakdown will not be announced. We encourage interested buyers to make their own determination of product breakdown.

Bid Requirements:

1. All per ton unit bids must be submitted on the timber bid form provided with this notice. Per ton price and specifications are required for each product on bid form; only submit one price per product category. Completed bid forms are to be emailed to bhammond@gfc.state.ga.us. Bids must be received by 11:00 a.m. on Tuesday, June 16, 2020.

2. Mailed bids will be accepted and shall be clearly marked “Alapaha River WMA FY20 #11459 Bid Sale” on front of envelope and must arrive on the day before the sale. Phoned-in 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 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  
Alapaha River WMA FY20 Sale ID# 11459

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>
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</thead>
<tbody>
<tr>
<td>Pine pulp-wood</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>Hardwood pulp-wood</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.

THE GEORGIA FORESTRY COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

By: _________________________________  Date: _________________________________
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 ______________________ (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 876 acres, is located approximately eight (8) miles northeast of Tifton, Georgia on Alapaha River WMA. The timber sale area consists of planted pine with incidental hardwood to be thinned. 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.

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: $______, 25% 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 25% 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 25% 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 25% 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 25% payment shall be refunded to the BUYER by the SELLER.

   Following harvest equivalent to the initial 25% 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# 11464 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 $________ (five percent (5%) 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 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. For detailed timber harvest specifications see Exhibit “A,” Timber Harvest Plan.
   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 aforementioned 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.
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 recappping 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 130751-130850, 130951-131050, 131101-131250, 131351-131400, 131551-131650, 131701-131750, 132051-132100, 132201-132500, 132851-132900, 133051-133150, 133301-133500, 133751-133900.

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 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.

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

6. 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.

7. 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.

8. 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.

Buyer’s Initials ______  Seller’s Initials ______
9. 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: ____________________________
Exhibit “A”

Georgia Department of Natural Resources
Forest Management Unit
Timber Harvest Plan

Timber Sale Name: Alapaha River WMA FY’20 Thinning 876 Ac

Proposal Number: 

Harvest Acreage:  

- X Thinning  
- ___ Timber Stand Improvement  
- ___ 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

- The desired average residual basal area is 60 ft^2 in each thin stand. A 10 BAF prism will be provided for the cut down machine operator and instructions will be given on how to use it in order for him to check his work. The harvester will be utilizing a fifth-row operator select thinning method in stands that are unthinned and total selection in stands that are thinned. Stand boundaries are formed by roads, firebreaks, ROWs, and hardwood bottoms. Boundary trees are marked with solid orange paint and should be left unless they have an “X” on them. Disregard old or adjacent sale area paint.
- Stands Alap0145, 0149, 0150, 0153, 0154, 0155, 0157, 0158, 0159, and 0167 (see Activity Map) will have harvest restrictions from November through March to help protect Indigo Snakes. No harvesting will be allowed in those months.
- Demonstration areas as indicated on the Activity Map have been installed to show the desired thinning style and intensity. Take rows are indicated with a solid blue vertical line and leave trees have a blue ring around them. Thinning is to be from below, removing the suppressed, diseased, and poorly formed trees first during the selection process.
- The soil nutrients and moisture availability vary greatly across this tract. Some stands will be very healthy and other section may be very poor. The entire sale area must be thinned, even if that means only removing the takeout row to achieve the desired basal area. At a minimum, the takeout rows must be cut from each stand.
- All non-crop trees (pine) and non-desirable hardwood trees (wateroak and sweetgum) greater than 3” DBH that fall within the sale area should be cut or knocked down and merchantable trees should be hauled, including merchantable tops. If a large area of solid hardwood is discovered, thin it out leaving the larger trees standing. All merchantable trees should be processed in a way that maximizes utilization.

Buyer’s Initials _____  Seller’s Initials _____
based on the contract specifications.

- Avoid dropping any tree or debris in firebreaks or roads. 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 or area unless wet conditions prevent this.
- Rutting in the stands 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.
- Daylight open roads 25' from the edge of the road, closed roads 15’ from the edge of the road, and existing firebreaks should be left 20’ wide. Do not harvest natural pine out of surrounding drains.
- Harvest equipment, including log trucks, should only cross the gas line ROW in designated areas as seen on the Activity Map. Remove the first row of trees, or that which is equivalent, beside the gas line. Trees from stand Alap0151 will need to be skidded across the gas line ROW to the logging deck located in stand Alap0150. A steel temporary bridge will be provided by GA DNR and placed across the ROW for use on the crossing. The trees can only be skidded across the bridge.
- Skidding across roads should be avoided and should be preapproved by GA DNR if deemed necessary.
- To protect gopher tortoises, burrows will be flagged before logging activity begins when possible. Logging contractors should avoid disturbance to the burrows by keeping heavy equipment at least 10' from the rear of the burrow entrances. Active burrows will be marked with paint on the nearest tree and flagged with flagging tape and stake flags.
- An area of Silky Camellia has been identified on the Activity Map. This is a rare plant in Georgia. Plants have been flagged with orange/black striped flagging. Damage to these plants should be avoided when in this area.
- All equipment should stay out of the area that is designated “No Equipment” on the Activity Map near stand Alap0155.
- 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 man-made ditch unless approved by FMU personnel. There are numerous wet depressions 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 trim trailers in the roads or in existing clearings. Trees should be ran 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 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 and firebreaks once a stand is harvested.
Do not deck in exiting openings. If proposed log decks are near an existing opening, be sure and deck adjacent to the opening so that the opening is not impacted. Avoid traffic and debris in existing openings.

Roads
Access to the timber harvest stands is gained from Hwy. 319 North then through various WMA roads.

Harvest Restriction Dates
No harvesting will be allowed during turkey quota hunts which are the first two weeks of turkey season. The actual dates change from year to year, so check the current hunting regulations for specific dates. Several three-day open deer hunts take place during the fall of the year. Harvest restrictions will not be applied to these dates, however, it is encouraged that harvesting is done as close to the Hwy. 319 entrance as possible during these three-day hunts to reduce logging traffic on the WMA roads.

Maps: See attachments

Buyer's Initials _____  Seller's Initials _____
## Timber Harvest Inspection

**GEORGIA DEPARTMENT OF NATURAL RESOURCES**

**TIMBER HARVEST INSPECTION**

**Exhibit “E”**

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<th>Inspection Type:</th>
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### 1. Safety
- A Operation being conducted in a safe manner

### 2. Harvest
- A Stamp 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, dikes and water culverts 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 Road in compliance with state BMPs
- H Trash properly disposed of

### 6. Comments

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**Inspecting Forester:**

**Contractor Signature:**

**Date:**

**Buyer's Initials:**

**Seller's Initials:**