May 19, 2020
Notice of Timber Sale
Irwin County

Dear Timber Buyer:

The Georgia Forestry Commission will accept bids until 11:30 a.m. on Tuesday, June 16, 2020, for the lump sum sale of planted pine and natural hardwood on 150 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 150 acres of pine (planted in 1971) along with natural hardwood for clear-cut. For more details of this harvest please see the attached timber harvest contract.

Our estimate of total timber volume is 13,558 tons of pine and 1,393 tons of 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 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 11:30 a.m. on Tuesday, June 16, 2020.

2. Mailed bids will be accepted and shall be clearly marked “Alapaha River WMA FY20 #11463 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# 11463

COMPANY NAME: ________________________________________________

FED. ID # OR S.S. #: ____________________________________________

COMPANY REPRESENTATIVE: ______________________________________

TELEPHONE #: _________________________________________________

ADDRESS: _____________________________________________________

_________________________________________________________________

Lump Sum Bid $________________________________

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: ______________________________
STATE OF GEORGIA
COUNTY OF Irwin

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 150 acres, is located approximately eight (8) miles northeast of Tifton, Georgia on Alapaha River WMA. The timber sale area consists of planted pine with natural hardwood 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.

Buyer's Initials _____  Seller's Initials _____
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 #11463 on all checks.

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.

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. For detailed timber harvest specifications see Exhibit “A,” Timber Harvest Plan.
   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 SELLER.

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.

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 Clearcut 150 Ac

Proposal Number:

Harvest Acreage:  
____ 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
This lump sum timber harvest consists of a clearcut of approximately 150 acres of 1971 planted pine.
- Sale boundary is marked with a “//” pattern with fluorescent orange paint. Disregard marking paint from previous or adjacent sale areas.
- All trees down to a 3” DBH, except for large remnant live oak trees located near the road, should be cut or knocked down within the sale area.
- Avoid dropping any tree or debris in firebreaks or roads.
- Rutting in the stands must be avoided.
- 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. 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. Trees within 10’ of burrows that cannot be machine harvested can be hand felled.
- Avoid dropping trees or crossing sale boundary in the pond area located inside the 101 acres stand.

Streams
There are no streams located in the sale area, however, 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 of roads to avoid impacting the roads. Do not trim trailers in the roads or in existing clearings. Remove logging slash from roads and firebreaks once a stand is harvested. Slash should not be distributed in the clearcut area. Slash from the clearcut area should be piled dirt free with the skidder.

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.

Maps: See attachments
# Timber Harvest Inspection

**Exhibit “E”**

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Follow-up</th>
<th>Date Completed</th>
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<tbody>
<tr>
<td><strong>1. Safety</strong></td>
<td>Operation being conducted in a safe manner</td>
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<td><strong>2. Harvest</strong></td>
<td>Stamp heights acceptable</td>
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<td></td>
<td>Satisfactory separation, utilization and trim of products</td>
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<td></td>
<td>No excessive damage to residual trees</td>
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<td></td>
<td>All designated trees cut</td>
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<td></td>
<td>Load tickets properly filled out, displayed and documented</td>
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<td></td>
<td>Log decks properly located and stabilized</td>
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<td></td>
<td>Harvest plan being followed</td>
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<td><strong>3. Roads</strong></td>
<td>Entrance to public roads comply with ordinances</td>
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<td></td>
<td>Ditches, dips and water turnouts functioning</td>
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<td>State and county roads free from mud and debris</td>
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<td></td>
<td>Road shoulders undamaged by logging equipment</td>
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<td></td>
<td>Roads properly maintained and stabilized</td>
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<td><strong>4. Streamside Management Zones</strong></td>
<td>If harvesting in SMZ, soil disturbance is avoided</td>
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<td></td>
<td>Number of stream crossings minimized</td>
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<td>Streams free of sedimentation, tops and debris</td>
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<td>Stream crossings are properly installed and stabilized</td>
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<td></td>
<td>Proper culvert size used</td>
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<td>Timber removal from SMZ follows prescription or state BMP guidelines</td>
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<td><strong>5. Best Management Practices</strong></td>
<td>Chemical or petroleum product spills absent</td>
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<td></td>
<td>Skid trails minimized and on contour or slope of &lt;2:1</td>
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<td></td>
<td>Temporary roads and skid trails closed and stabilized</td>
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<td></td>
<td>Temporary stream crossings removed if no longer in use</td>
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<td></td>
<td>Leasing ditch in compliance with state BMPs</td>
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<td></td>
<td>Road construction in compliance with state BMPs</td>
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<td></td>
<td>Rubbing in compliance with state BMPs</td>
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<td>Trash properly disposed of</td>
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<td><strong>6. Comments</strong></td>
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**Inspecting Forester:**

**Contractor Signature:**

**Date:**

**Buyer’s Initials** _____  **Seller’s Initials** _____