September 11, 2019  
Notice of Timber Sale  
Baldwin County  
Sale ID# 11476

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 11:00 a.m. on Thursday, October 8, 2020 for the unit sale of pine and hardwood on 268.62 acres of Georgia Forestry Commission property located in Baldwin County.

The sale area is located approximately six (6) miles south of Milledgeville, GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 35, block D9 & D10.

This timber sale consists of 82.81 acres of pine and incidental hardwood to be clear cut and 185.81 acres of pine to be thinned; both areas are described on the harvest map in the attached timber sale contract. The three stands to be thinned in the northeast part of the sale area have been marked to leave; trees marked with orange paint are not to be cut. The remaining thinning stands are to be thinned by operator selection, leaving 70-80 ft$^2$ of basal area per acre.

The lock combination for the two western gates on Carl Vinson Road is 3-0-0-6. Please close and lock gates upon entering and leaving. See the attached “Timber Harvest Contract” for detailed instructions on this timber harvest.

Our estimate of total timber volume is 14,384 tons of pine and an incidental volume of hardwood; volume is not guaranteed. Product volume estimate is available upon request.

Bid Requirements:

1. Due to Covid-19, there will not be a public bid opening. All unit 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, October 8, 2020.

2. 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.). Incomplete bid forms will be invalid and will not be given consideration in the bid process.

3. Mailed bids will be accepted and should be clearly marked “Bartram SF FY21 #11476 Bid Sale” on front of envelope. Mailed bids must arrive on the day before the sale. Faxed or phoned bids will not be accepted.

Continued…
A sample contract, bid form and maps of sale area are included with this timber sale notice. **Notice:**

**Be sure to read through the “Timber Harvest Contract.”** The timber sale contract will terminate twelve (12) months from the contract signing date. Contract signing and receipt of advance payment and performance bond will occur no earlier than 30 days after bid opening. Additional road work that will be required must be approved by GFC and will be buyer’s responsibility. For questions regarding this sale, call Ben Hammond at 706-612-3729.

**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  
Bartram State Forest FY21 Sale ID# 11476

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>
</tr>
</thead>
<tbody>
<tr>
<td>Pine pulp-wood</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pine top-wood</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pine chip &amp; saw</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pine saw timber</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pine poles</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hardwood pulp-wood</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</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: ___________________________
GEORGIA FORESTRY COMMISSION
TIMBER HARVEST CONTRACT
FOR
STATE OWNED LANDS
Bartram State Forest FY21 #11476
Clear Cut & Thinning

STATE OF GEORGIA
COUNTY OF _____ Baldwin_____

This TIMBER HARVEST CONTRACT (the “CONTRACT”) is made and entered into by and between the GEORGIA FORESTRY COMMISSION, 5645 Riggins Mill Rd, Dry Branch, GA 31020, hereinafter referred to as the “SELLER” and ____________________________ of __________________________________________ hereinafter referred to as the “BUYER”.

WITNESSETH:

ARTICLE I. Obligations of the SELLER:
1. 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 268.62 acres, is located approximately six (6) miles south of Milledgeville, GA on the Georgia Forestry Commission’s Bartram State Forest property. The clear-cut sale area is bounded by a double diagonal mark of blue paint. The marked to leave thinning sale area, located in the northeast area of the forest, includes three stands where leave trees are marked with orange paint; sale boundary is marked with a single vertical mark of blue paint. The operator select thinning area is bounded by a single vertical mark of blue paint. 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 grant to the BUYER the right of ingress and egress across and upon the property for the purpose of carrying out forest products harvesting identified in this CONTRACT.

3. 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. Has set forth that the recommendations relating to forest products harvesting known as BEST MANAGEMENT PRACTICES (“BMPs”) and referenced in the Georgia Forestry Commission 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 pine poles (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 SELLER 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, 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 Georgia Forestry Commission, 5645 Riggins Mill Rd, Dry Branch, GA 31020, Attn: Ben Hammond. Reference sale ID# 11476 on all checks. The per-unit payments will be made weekly, unless otherwise authorized by the SELLER.

2. Agrees to pay SELLER for any biomass harvested:

   a. Dead trees no longer merchantable as round-wood (will/will not) be harvested and delivered to biomass markets, according to specifications indicated in Article II, paragraph 1 of this CONTRACT.

Buyer's Initials _____  Seller's Initials _____
b. Tops and branches of merchantable harvested trees (will/will not) be harvested and delivered to biomass markets, according to specifications indicated in Article II, paragraph 1 of this CONTRACT.

c. Understory trees not meeting round-wood specifications but meeting fuel-chip specifications (will/will not) be harvested and delivered to biomass energy markets, according to specifications indicated in Article II, paragraph 1 of this CONTRACT.

d. Payment for any harvested biomass will be made as indicated in Article II paragraph 1 of this CONTRACT. The SELLER also recognizes the benefit in removing this material in preparation for reforestation.

3. Agrees to pay the SELLER a performance bond equal to $5,000.00 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 expiration or earlier termination of this CONTRACT to inspect the property and account to the BUYER for any balance due it from the Performance Bond.

4. Agrees to harvest the entire sale area 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 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.

5. Will prior to the execution of this CONTRACT, provide to the SELLER 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.

6. 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. Existing roads will be maintained throughout harvesting operations so as to allow access by the Fall Line Regional Development Authority.

7. Will be responsible for construction and cost of necessary road work. This includes improving existing culvert crossings indicated in EXHIBIT “B” which must be approved by SELLER.

8. Will immediately notify SELLER of any wildfires and will reimburse the SELLER for all costs borne by the SELLER 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.

9. 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 indemnity shall be indemnified for the results of that indemnitee’s sole negligence or, in the case of multiple

Buyer’s Initials _______  Seller’s Initials _______
negligence, for the share caused by the indemnitee’s negligence.

10. Will remove all garbage, used lubricant, fuel, fluids and their containers daily, as a result of the BUYER’s work involving this CONTRACT.

11. Buyer agrees to attend pre-harvest mandatory meeting with SELLER on site prior to beginning of harvest operations.

12. Will give two (2) days notice prior to commencing logging activity and prior to completion of harvesting and removal of logging equipment.

ARTICLE III. BOTH PARTIES MUTUALLY AGREE:

1. The following work specifications are applicable and will be adhered to by the BUYER unless changes are approved in writing 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. Within the clear cut stands, all merchantable pine and hardwood is to be harvested. As within reason, trees below the merchantable diameter are to be cut down and left on site to help facilitate future burning.
   c. Within the marked to leave thinning stands, trees marked with a band of orange paint are not to be harvested.
   d. Within the thinning stands designated as operator select, 70-80 ft² residual basal area per acre is to be left unharvested.
   e. No harvesting operations will occur on November 7 & 8, 2020 due to a scheduled bike race on the forest.
   f. Pine stumps shall be not more than six (6) inches above the original ground level or immediately above any butt swell, whichever is higher. Hardwood stumps shall be not more than eight (8) inches above the original ground level or immediately above any butt swell, whichever is higher.
   g. Any and all harvest slash, un-merchantable limbs and tops within the clear cut stands will be left in manageable piles, as is within reason, to help facilitate future burning. Piles must be at least 150 feet from standing trees so as not to cause damage to those trees when burned. Within the thinning stand, this harvest slash will be evenly distributed back within the stand.
   h. “Brows” or “Loading Decks” (locations proposed on Exhibits “B” and “C”) will be placed a specified distance from roads or highways to prevent visual contact of these areas. Decks shall be agreed upon by the BUYER and the SELLER prior to construction.
   i. 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.

Buyer’s Initials _______ Seller’s Initials _______
j. 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.

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 recapitulating the timber types, weights and payment classifications and shall be mailed on a weekly basis to Georgia Forestry Commission 5645 Riggins Mill Rd, Dry Branch GA 31020, Attn: Shanya Kadian. 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 for this CONTRACT.

3. If either party fails to cure any breach (including, without limitation, failure to make a payment when due or adhere to BMPs) within 30 days after written notice, the other party may suspend performance or terminate the CONTRACT and exercise any other legal rights or remedies.

4. The SELLER 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 “D”.

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. 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. 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.

Buyer’s Initials _______ Seller’s Initials _______
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: ___________________________
Exhibit “A”

Bartram State Forest FY21 #11476 Location Map

Legend
- Bartram_Boundary1
- Bartram_FY21_thin
- Bartram_FY21_CC
- Fall Line Freeway

Buyer’s Initials _______ Seller’s Initials _______
Exhibit “B”

Bartram State Forest FY21 #11476 Aerial Map

Legend
- decks
- new_road_constr
- roads_access
- Bartram_Boundary
- Bartram_FY21_thin
- Bartram_FY21_CC

Buyer’s Initials _____ Seller’s Initials _____
# Bartram SF FY21 Sale # 11476 Timber Harvest Inspection Form

**Inspection Date:** __________

## 1. Safety

<table>
<thead>
<tr>
<th>A. Operation being conducted in a safe manner</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Follow-up</th>
<th>Date Completed</th>
</tr>
</thead>
</table>

## 2. Harvest

<table>
<thead>
<tr>
<th>A. Stump heights acceptable</th>
<th>Yes</th>
<th>No</th>
<th>N/A</th>
<th>Follow-up</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Satisfactory separation, utilization and trim of products</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td>Follow-up</td>
<td>Date Completed</td>
</tr>
<tr>
<td>C. No excessive damage to residual trees</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td>Follow-up</td>
<td>Date Completed</td>
</tr>
<tr>
<td>D. All designated trees cut</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td>Follow-up</td>
<td>Date Completed</td>
</tr>
<tr>
<td>E. Load tickets properly filled out, displayed and documented</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td>Follow-up</td>
<td>Date Completed</td>
</tr>
<tr>
<td>F. Log decks properly located and stabilized</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td>Follow-up</td>
<td>Date Completed</td>
</tr>
<tr>
<td>G. Harvest plan being followed</td>
<td>Yes</td>
<td>No</td>
<td>N/A</td>
<td>Follow-up</td>
<td>Date Completed</td>
</tr>
</tbody>
</table>

## 3. Roads

| A. Entrance to public roads comply with ordinances | Yes | No | N/A | Follow-up | Date Completed |
| B. Ditches, dikes and water turnouts functioning | Yes | No | N/A | Follow-up | Date Completed |
| C. State and county roads free from mud and debris | Yes | No | N/A | Follow-up | Date Completed |
| D. Road shoulders undamaged by logging equipment | Yes | No | N/A | Follow-up | Date Completed |
| E. Roads properly maintained and stabilized | Yes | No | N/A | Follow-up | Date Completed |

## 4. Streamside Management Zones

| A. If harvesting in SMZ, soil disturbance is avoided | Yes | No | N/A | Follow-up | Date Completed |
| B. Number of stream crossings minimized | Yes | No | N/A | Follow-up | Date Completed |
| C. Streams free of sedimentation, silt and debris | Yes | No | N/A | Follow-up | Date Completed |
| D. Stream crossings are properly installed and stabilized | Yes | No | N/A | Follow-up | Date Completed |
| E. Proper culvert size used | Yes | No | N/A | Follow-up | Date Completed |
| F. Timber removal from SMZ follows prescription or state BMP guidelines | Yes | No | N/A | Follow-up | Date Completed |

## 5. Best Management Practices

| A. Chemical or petroleum product spills absent | Yes | No | N/A | Follow-up | Date Completed |
| B. Sod trails minimized and on contour or slope of <25% | Yes | No | N/A | Follow-up | Date Completed |
| C. Temporary roads and skid trails closed and stabilized | Yes | No | N/A | Follow-up | Date Completed |
| D. Temporary stream crossings removed if no longer in use | Yes | No | N/A | Follow-up | Date Completed |
| E. Logging decks in compliance with state BMPs | Yes | No | N/A | Follow-up | Date Completed |
| F. Road construction in compliance with state BMPs | Yes | No | N/A | Follow-up | Date Completed |
| G. Flushing in compliance with state BMPs | Yes | No | N/A | Follow-up | Date Completed |
| H. Trash properly disposed of | Yes | No | N/A | Follow-up | Date Completed |

## 6. Comments

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Inspecting Forester: ___________________________ Date: ____________

Contractor Signature: _________________________ Date: ____________

Buyer's Initials _______ Seller's Initials _______