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5645 Riggins Mill Road
Dry Branch, GA 31020
P. 478-751-3500
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An Equal Opportunity
Employer & Service Provider

September 6, 2022
Notice of Timber Sale
Berrien County

Dear Timber Buyer:

The Georgia Forestry Commission (GFC) will accept sealed bids until 11:00 a.m. on Tuesday, October 4, 2022, for the unit sale of 2,605 tons of pine located on 90.35 acres of land located on the University of Georgia College of Agricultural and Environmental Sciences' Alapaha Station Research Farm in Berrien County.

The sale area is located approximately 1.5 miles south of Alapaha along U.S. Hwy 129; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 59, block C9.

This timber sale consists of 90.35 acres of planted slash pine along with some incidental hardwood for an operator select second thinning. Sale area is further described on attached maps.

Timber sale area boundaries coincide with the pastures along the western and southern boundaries and marked by a horizontal line of blue paint and a firebreak on the eastern and northern boundaries. If anyone has questions, please let us know.

Access to the sale area is through northern gate off of U.S. Hwy 129.

Bids may be brought to the opening site or mailed to the attention of Ben Tucker, Georgia Forestry Commission, 705 GA Hwy 32 East, Ocilla, GA 31774. Bids will be publicly opened at 11:00 a.m. on Tuesday, October 04, 2022 at the UGA Animal Science Farm Office located at 20038 Hwy 129 South, Alapaha, GA 31622 (see attached bid opening location map). No bids will be accepted after 11:00 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 "UGA Alapaha Research Farm FY23 #11516 Timber Bid" 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.). **Incomplete bid forms will be invalid and will not be given consideration in the bid process.**
2. Mailed bids should be clearly marked "UGA Alapaha Research Farm FY23 #11516 Timber Bid" on front of envelope and must arrive on the day before the sale. Faxed or phoned bids will not be accepted.
3. 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 will be \$5,000.00.

Continued...

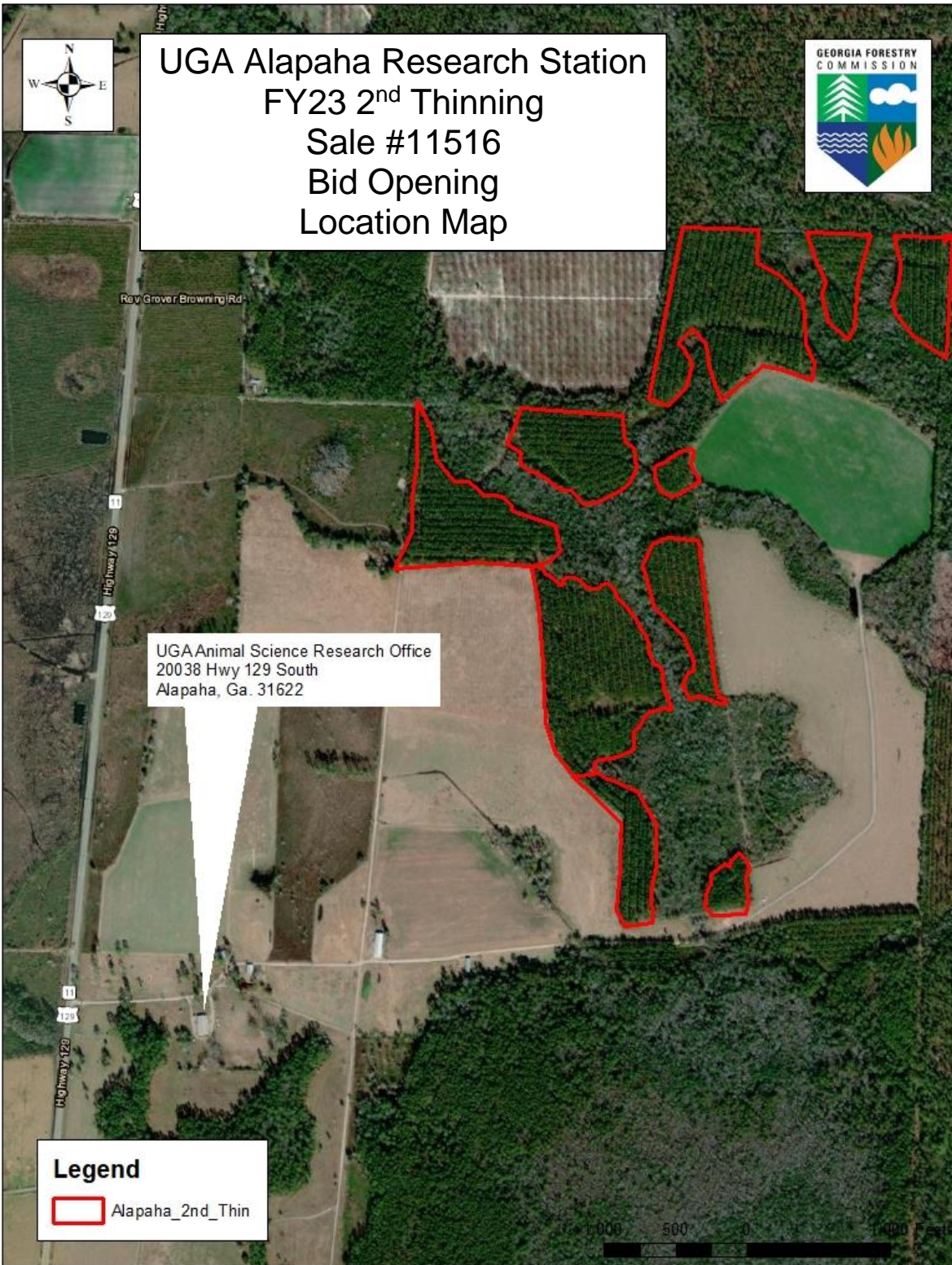
A sample contract (please read contract), bid form and maps of sale area are included with this timber sale notice. The timber sale contract will terminate eighteen (18) months from the contract signing date. Contract signing will occur no later than thirty (30) days after bid opening. To inspect the sale area, enter through woods road located off of U.S. HWY 129 as designated on the attached maps. **A twenty-four-hour notice will be required to access the property. Prior to inspecting the sale area or cruising the timber, please check in with Andy Dunn, Farm Supervisor, (office 229-532-6585 or cell 229-848-3535) at the Animal Science Research Office on the east side of U. S. Highway 129. If he cannot be reached please call Andy Carter, Research Station Supervisor, (office 229-386-3337).** Hours of operation are from 7:00 a.m. to 3:30 p.m., but personnel can stay later if needed. For questions regarding the sale area or bid process contact Ben Tucker, GFC, at 478-733-6237.

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

Sincerely,

Ben Hammond

Ben Hammond,
State Lands Forest Management Coordinator



GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
UGA CAES Alapaha Research Farm FY23 Sale ID# 11516

COMPANY NAME: _____ FED. ID # OR S.S. #: _____

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					

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 FORESTRY COMMISSION
TIMBER HARVEST CONTRACT
FOR
STATE OWNED LANDS
University of Georgia College of Agricultural & Environmental Sciences
Alapaha Station Research Farm FY23 #11516
2nd Thinning**

STATE OF GEORGIA
COUNTY OF Berrien

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 90.35 acres, is located approximately 1.5 miles south of Alapaha along U.S. Hwy 129, located on the University of Georgia, Alapaha Blueberry Research Farm. The operator-select 2nd thinning areas are bounded by vertical blue lines, firebreaks, and pasture. 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” 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 _____
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ARTICLE II. Obligations of the BUYER:

Agrees to pay the SELLER at the rate of

1. \$___ 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 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: Shanya Kadian. **Reference sale ID# 11516 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** 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.

Buyer's Initials _____

Seller's Initials _____

3. Agrees to harvest the entire sale area 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 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 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 be responsible for construction and cost of necessary road work.
7. 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.
8. 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 negligence, for the share caused by the indemnitee's negligence.
9. Will remove all garbage, used lubricant, fuel, fluids and their containers daily, as a result of the BUYER's work involving this CONTRACT.
10. Buyer agrees to attend pre-harvest mandatory meeting with SELLER on site prior to beginning of harvest operations.
11. 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. Within the 2nd thinning stands designated as operator select, 60 ft² residual basal area per acre is to be left unharvested. Trees that are suppressed, diseased or of poor form are favored for harvest selection.
- b. All firebreaks and fence lines will be day lighted fifteen (15) feet.
- c. 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.

Buyer's Initials _____

Seller's Initials _____

- d. Any and all harvest slash, un-merchantable limbs and tops, will be evenly distributed back within the stand.
 - e. "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.
 - f. 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.
 - g. 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 forest product prices 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 recapping 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 eighteen (18) months from CONTRACT date, whichever first occurs, unless the CONTRACT is extended

Buyer's Initials ____

Seller's Initials ____

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.
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 signature this _____ day of _____ 2022.

WITNESS: _____

BUYER: _____

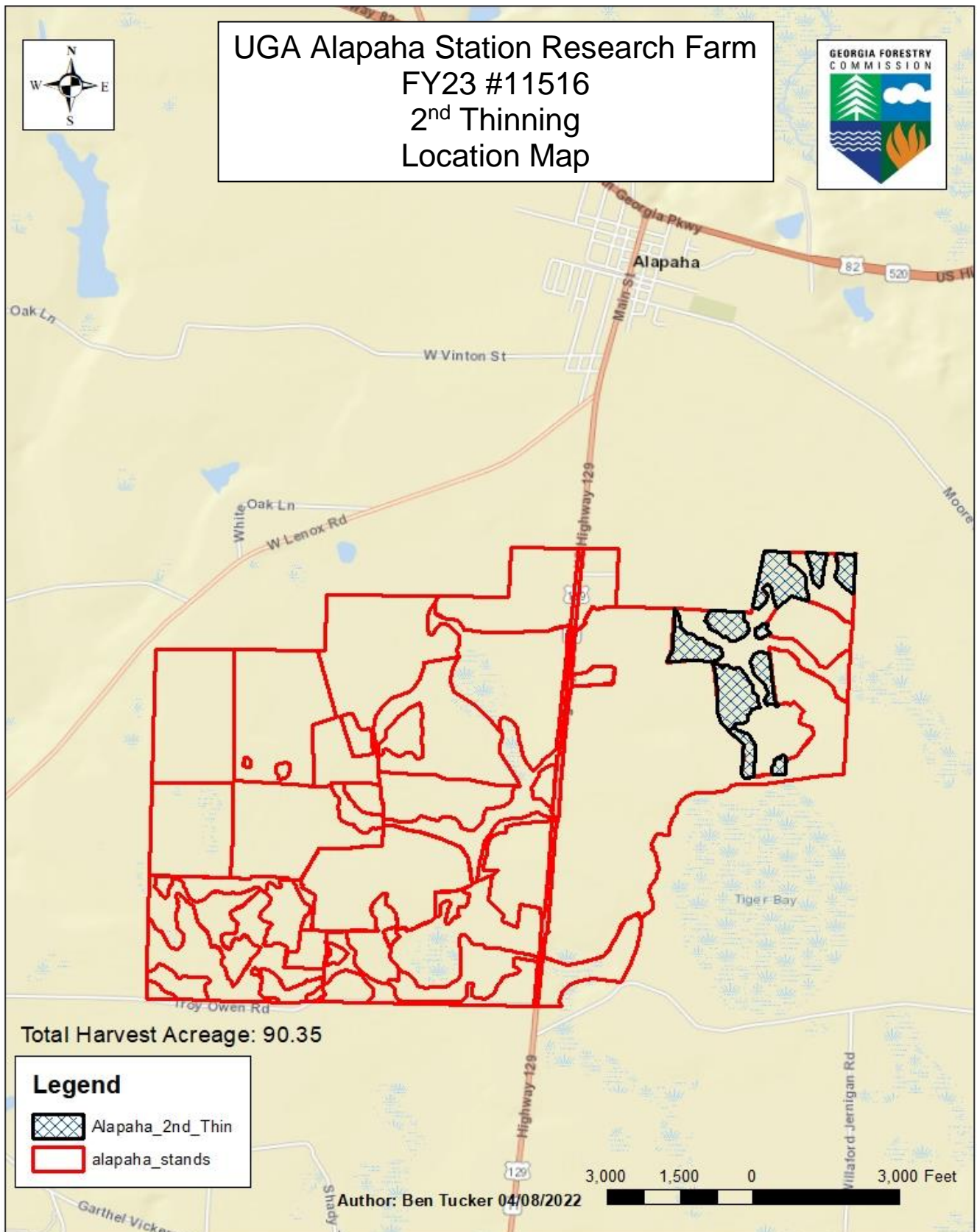
DATE: _____

WITNESS: _____

SELLER: _____

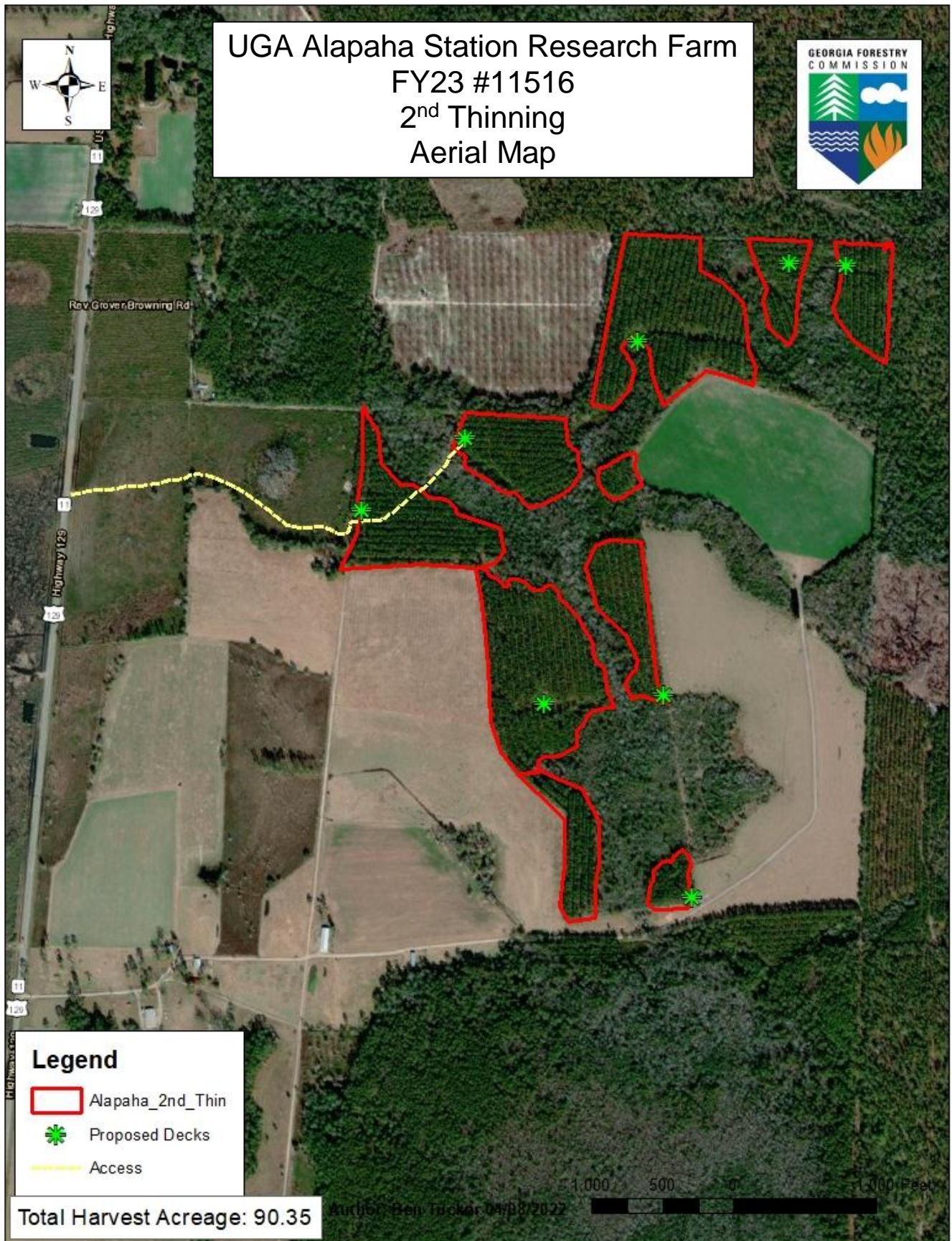
DATE: _____

Exhibit A



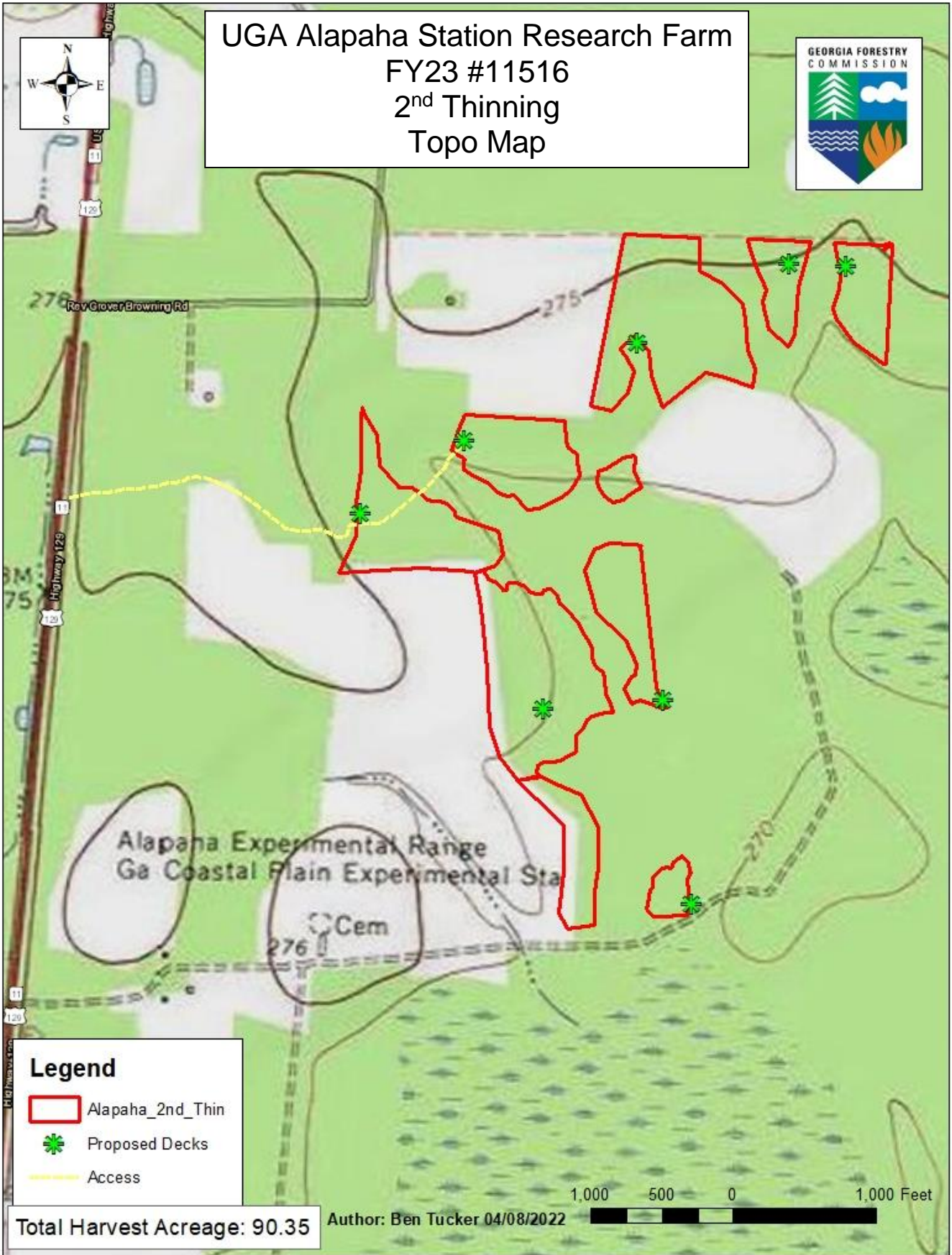
Buyer's Initials _____

Seller's Initials _____



Buyer's Initials _____

Seller's Initials _____



Buyer's Initials _____ Seller's Initials _____

Seller's Initials

Exhibit "D"

Alapaha Station Research Farm FY23 #11516 Inspection Form

Inspected by: _____
Buyer: _____

Inspection Date: _____
Timber Sale Name: _____

PRE-HARVEST REVIEW ITEMS

BMP's/SMZ's _____
 Road & Deck Locations _____
 Property/Harvest Boundary _____
 Harvesting Specifications _____
 Other _____

Historic/Cultural/Special Sites	_____
Timber Security	_____
Crossing Locations	_____
Merchandizing	_____
Endangered Species	_____

FIELD INSPECTION ITEMS

Harvesting

Stump Height _____
Harvest Specifications _____
Harvest/Property Boundary _____
Boundary Trees/Signs _____
Fences/Other Improvements _____
Residual Tree Damage _____

Best Management Practices (BMPs)

Skid Trails Minimized	_____
SMZs	_____
Rutting Conditions	_____
Skidder Crossings	_____
Truck Crossings	_____
Roads	_____
Equipment Maintenance	_____
Special Management	_____
Considerations	_____
Historic/Cultural Sites	_____
Endangered Species	_____

Safety

Traffic Warning Signs _____
Safety Concerns _____
Public Road Access _____

Timber Security

Security Book Information _____
Card Displayed on Load _____

Log Deck

Residual Debris	_____
Harvested Trees Hauled	_____
(within 4 weeks)	
Garbage	_____
Decks Minimized	_____
Merchandizing	_____

Retirement

Roads	_____
Skid Trails	_____
Crossings	_____
Loading Decks	_____

Comments:

[illegible]

Key

Discussed	(X)
Satisfactory	(S)
Unsatisfactory	(U)
Not Applicable	(N/A)

Buyer's Initials _____

Seller's Initials _____