February 22, 2023
Notice of Timber Sale
Putnam County

Dear Timber Buyer:

The Georgia Forestry Commission (GFC) will accept sealed bids until 11:00 a.m. on Thursday, March 23, 2023, for the per ton sale of 16,114 tons of pine and an incidental volume of hardwood on 428.3 acres of land located on the University of Georgia’s College of Agricultural and Environmental Sciences Rock Eagle property in Putnam County.

The sale area is located approximately nine (9) miles north of Eatonton, GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 28, block F3 & G3.

This timber sale consists of a second thinning of all the stands. Thinning will be done by operator selection using the existing skid trails from the previous thinning. Target residual basal area is 50-60 square feet per acre. Sweetgum within the pine thinning areas is to be harvested. A GFC forester will closely monitor harvesting and will work with the buyer to insure thinning specifications are met.

The sale areas are bounded by a single vertical mark or two diagonal marks of blue paint, U.S. Highway 441 and Union Chapel Road.

The winning bidder will be determined based on the product prices and wood specifications submitted by bidders and the product volumes estimated by GFC. Fifty percent of the estimated total sale value is due at contract signing. Timber volumes are not guaranteed. Product volumes are available upon request.

Bids may be brought to the opening site or mailed to the attention of Ben Hammond, Georgia Forestry Commission, 1055 East Whitehall Road, Athens, GA 30605. Bids will be publicly opened at 11:00 a.m. on Thursday, March 23, 2023 in the EMC Classroom located at Rock Eagle (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 CAES Rock Eagle FY23 #11488 Timber Bid” written on front of envelope. Per ton price and wood specifications are required for each product listed 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.). If a box on bid form is not applicable, indicate as “N/A.” Incomplete bid forms will be invalid and will not be given consideration in the bid process.

2. Mailed bids should be clearly marked “UGA CAES Rock Eagle FY23 #11488 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 to serve as a performance bond. The performance bond amount will be $10,000.00. Any additional performance bond money due will be paid at contract signing.

Continued…
A sample contract, bid form and maps of sale area are included with this timber sale notice. The timber sale contract will terminate twelve (12) months from the contract signing date. Contract signing will occur no later than thirty (30) days after bid opening. Additional road work that may be required is buyer’s responsibility and must be approved by GFC. Gates are locked at all times. The lock combination on all gates is 3-0-0-6. Please make sure the gates are locked upon leaving the property. For questions regarding the sale area or bid process contact Ben Hammond, GFC, 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  
UGA CAES Rock Eagle FY23 #11488

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>
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<tr>
<td>Pine top-wood</td>
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<td></td>
</tr>
<tr>
<td>Pine chip &amp; saw</td>
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<tr>
<td>Pine saw timber</td>
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<tr>
<td>Hardwood pulp-wood</td>
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</tbody>
</table>

I understand that this is a per ton by product sale. Per ton price and wood specifications have been entered for each product listed on 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: _______________________________
Bid Opening Location – EMC Classroom

Buildings

- Admin. Offices
- Information Center
- 4-H Camp Office
- Environmental Edu.
- Auditorium
- Bankers
- Barkuloo-Rich
- Callaway
- Chapel
- Coca-Cola Cottage
- Dining Hall
- Entomology
- EMC/Senior Pavilion
- Gas Building
- Georgia Power
- Guard House
- Old Guard House
- Hastings
- Trading Post - Canteen
- Housekeeping
- International Paper
- Krannert
- Maintenance
- Mini Golf
- Sutton Hall
- Natural History Museum
- Wildlife Ecology Bldg
- Woodruff Lake Labs

Other Features

- Amphitheater
- High Ropes Course
- Climbing Wall
- Lakeside Pavilion
- Pavilion - Area 1
- Pavilion - Pool 2
- Pavilion - Area 3
- Pavilion - Area 4
- Pool #1
- Pool #2
- E.R. Gay Pavilion
- Tennis Courts
- Basketball Court
- Canoeing areas are labeled Cove, Senior Beach, Bridge Beach, and Dock
- Challenge Courses are labeled CC1, CC3 and CC4
- Campfire Rings are labeled 1, 2, 3 and GA EMC Ring
- Guest Cottages are numbered 1 through 55
This TIMBER HARVEST CONTRACT (the “CONTRACT”) is made and entered into by and between the GEORGIA FORESTRY COMMISSION, 5645 Riggins Mill Rd, GA 31020, hereinafter referred to as the “SELLER” and __________________________ of _______________________________ 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 428.3 acres, is located approximately nine (9) miles north of Eatonton, Georgia on the Rock Eagle property. The timber sale area consists of three areas of planted pine 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” 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 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)

Buyer’s Initials ______   Seller’s Initials ______
$___ 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: $_______, 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’s, 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# 11488 on all checks and settlement statements. 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 $10,000.00 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 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.

Buyer’s Initials _______ Seller’s Initials _______
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.

9. Agrees to attend pre-harvest mandatory meeting with SELLER on site prior to beginning of 
harvest operations.

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

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. Thinning will be done by operator selection, leaving 50-60 ft² of basal area per acre. 
      Operator will select the diseased, suppressed and poor formed trees for harvest, 
      however; some good quality trees will need to be harvested to meet target basal 
      area.
   c. Residual logging debris (un-merchantable limbs and tops) will be evenly scattered 
      onto skid trails and logging decks.
   d. 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.
   e. 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.
   f. 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,

Buyer's Initials ______  Seller's Initials ______
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 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 41001 - 41700.

3. 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.

4. 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 “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. 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.

Buyer’s Initials _____  Seller’s Initials _____
IN WITNESS WHEREOF, the parties have affixed signatures this _____ day of __________, 2023.

WITNESS: ________________________  BUYER: ________________________
          DATE: ______________________

WITNESS: ________________________  SELLER: ________________________
          DATE: ______________________
## Exhibit "D"
UGA CAES Rock Eagle FY23 #11488 Harvest Inspection Form

**Pre-Harvest Review Items**

<table>
<thead>
<tr>
<th>Item</th>
<th>Notes</th>
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<tbody>
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<td>BMP’s/SMZ’s</td>
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<tr>
<td>Road &amp; Deck Locations</td>
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<tr>
<td>Property/Harvest Boundary</td>
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<tr>
<td>Harvesting Specifications</td>
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</tr>
<tr>
<td>Other</td>
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<tr>
<td>Historic/Cultural/Special Sites</td>
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<td>Timber Security</td>
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<td>Crossing Locations</td>
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<td>Merchandizing</td>
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<tr>
<td>Endangered Species</td>
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**Field Inspection Items**

<table>
<thead>
<tr>
<th>Category</th>
<th>Best Management Practices (BMPs)</th>
<th>Safety</th>
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<tbody>
<tr>
<td>Harvesting</td>
<td>Skid Trails Minimized</td>
<td>Traffic Warning Signs</td>
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<tr>
<td>Stump Height</td>
<td>SMZs</td>
<td>Safety Concerns</td>
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<td>Harvest Specifications</td>
<td>Rutting Conditions</td>
<td>Public Road Access</td>
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<td>Harvest/Property Boundary</td>
<td>Skidder Crossings</td>
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<td>Truck Crossings</td>
<td>Timber Security</td>
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<td>Fences/Other Improvements</td>
<td>Roads</td>
<td>Security Book Information</td>
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<td>Residual Tree Damage</td>
<td>Equipment Maintenance</td>
<td>Card Displayed on Load</td>
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<td>Log Deck</td>
<td>Special Management Considerations</td>
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<td>Residual Debris</td>
<td>Historic/Cultural Sites</td>
<td>Retired</td>
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<td>Harvested Trees Hauled (within 4 weeks)</td>
<td>Endangered Species</td>
<td>Roads</td>
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<td>Garbage</td>
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<td>Skid Trails</td>
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<td>Decks Minimized</td>
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<td>Crossings</td>
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<tr>
<td>Merchandizing</td>
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<td>Loading Decks</td>
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</tbody>
</table>

**Comments:**

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**Key**

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

Buyer’s Initials _______  Seller’s Initials _______