July 12, 2023

Notice of Timber Sale
Irwin County

Dear Timber Buyer:

The Georgia Forestry Commission will accept bids until 11:00 a.m. on Thursday, August 17, 2023, for the unit sale (per ton by product) of planted pine on 1,147.3 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 1,117 acres of planted pine for thinning and 30.3 acres for clear-cut. For details of this harvest please see the attached “Timber Harvest Plan” within the timber harvest contract.

Our estimate of total timber volume is 48,008 tons of pine and 324 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.

Bids may be brought to the opening site or mailed to the attention of Ben Hammond, Georgia Forestry Commission 1055 East Whitehall Rd, Athens, GA 30605. Bids will be publicly opened at 11:00 a.m. on Thursday, August 17, 2023 at the Georgia Forestry Commission’s Tift County Unit located at 2395 US Highway 41 N, Tifton, GA 31793 (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 “Alapaha River WMA FY24 #11541 Bid Sale” 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.). If a box on bid form is not applicable, indicate as “N/A.” Composite or blended price bids will not be accepted. Incomplete bid forms will be invalid and will not be given consideration in the bid process.

2. Mailed bids will be accepted and shall be clearly marked “Alapaha River WMA FY24 #11541 Bid Sale” on front of envelope and must arrive on the day before the sale. Phone or fax bids will not be accepted.

3. Bid forms must be signed in order to be accepted.

4. 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 amount will be $5,000.00 or 5% of the total sale value, whichever is greater. Any additional performance bond money will be due at contract signing.

Continued…
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 advance 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
Alapaha River WMA FY24 Sale #11541
Bid Opening Location Map
August 17, 2023
11:00 AM

Georgia Forestry Commission
Tift Co. Unit
2396 US Highway 41 N,
Tifton, GA 31793

Datum: NAD1983 Coord Sys: UTM 17S Author: B. Tucker 12/21/2018
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>
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<tr>
<td>Pine top-wood</td>
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<td></td>
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<tr>
<td>Pine chip &amp; saw</td>
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<tr>
<td>Pine saw timber</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>Hardwood pulp-wood</td>
<td></td>
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</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. 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 DEPARTMENT OF NATURAL RESOURCES
TIMBER HARVEST CONTRACT
FOR
STATE OWNED LANDS
ALAPAH RIVER WMA FY24 THINNING & CLEAR-CUT
Sale ID# 11541

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 _________________ 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 1,147.3 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, 1,117 acres of operator select thinning and 30.3 acres of clear-cut. The specific site is designated on the attached maps as Exhibits “B”, “C”, “D” and “E”, 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: $_______, 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 GA-DNR WRD Forest Management Unit, 2065 US HWY 278 SE, Social Circle, GA 30025, Attn: Chris Roberts. Reference sale ID# 11541 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

   Buyer’s Initials _____    Seller’s Initials _____
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. 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 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.
   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.

Buyer’s Initials _____   Seller’s Initials _____
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 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 122851-123000, 129501-129700, 129751-129800, 130251-130450, 130601-130700, 130851 130950, 131751-131900, 132101-132200, 132501-132550, 132901-133000, 133151-133250, 153601-154250.

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 “F.”

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 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 __________, 2021.

WITNESS: ________________________
BUYER: _________________________
DATE: __________________________

WITNESS: ________________________
SELLER: ________________________
DATE: __________________________
Timber Sale Name: Alapaha River WMA FY’24 Thinning/Clearcut 1147.3 Ac

Proposal Number: ALP1001171, Sale #11541

Harvest Acreage:  
- Thinning  
- Timber Stand Improvement
- Clear-cut
- Other: ______________________________

Harvest System:  
- 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 per ton timber harvest consists of an operator select thinning of approximately 1,117 acres and a clearcut of approximately 30.3 acres of planted pine. The stands to be harvested have the following breakdown:


Clearcut (30.3 Ac) - Alap0217 – 30.3 Ac of 1970 planted slash pine

- The desired average residual basal area is 60 ft^2 in each operator select 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 for him to check his work. The harvester will be utilizing a fifth-row operator select thinning method in stands that are unthinned. Stand boundaries are formed by roads, firebreaks, ROWs, and

Buyer’s Initials _____  Seller’s Initials _____

Exhibit “A”
Georgia Department of Natural Resources
Forest Management Unit
Timber Harvest Plan
hardwood bottoms. Boundary trees for the thin areas are marked with teal paint with a “\" pattern and should be left unless they have an “X” on them. The clearcut stand boundary is marked with orange paint with a “\" pattern. Trees that mark the thin boundary that fall in the clearcut stand should be harvested. Leave trees have been marked with a blue ring in the marked stands. Leave all marked trees undamaged in the marked areas and remove all remaining merchantable timber. Disregard old or adjacent sale area paint.

- 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 merchantable trees should be processed in a way that maximizes utilization 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.
- 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 pink paint on the nearest tree and flagged with flagging tape and stake flags. Trees marked with pink paint should only be left uncut if they fall within 10’ of the burrow or if they are desirable trees. A pre-sale site visit should be made to see actual burrow markings.
- 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 and avoid harvest equipment traffic 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. So not drop harvest debris in existing openings.
Roads
Access to the timber harvest stands is gained from Hwy. 319 North or Palm Road 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. Because of the high number of participants in one of these hunts, harvest restrictions will be applied to the one check in deer hunt that normally occurs on a Thursday through Saturday around the first or second weekend in November.

Maps: See attachments

Buyer’s Initials _____  Seller’s Initials _____
ALAPAHA WMA
FY'24 THIN/CC
TOPO MAP

Exhibit “D”

Buyer’s Initials _____
Seller’s Initials _____
Exhibit “E”

Alapaha River WMA Timber Sale 2023
Gopher Tortoise Burrows

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

### Exhibit "F"

**GEORGIA**

**Wildlife Resources Division**

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**Sale Name:**

**Inspection Type:**

- Weekly
- Final

**Sale Type:**

**Inspection Date:**

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### 1. Safety

- **Operation being conducted in a safe manner**

- **A**

### 2. Harvest

- **Stump 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

- **Entrance to public roads comply with ordinances**

- **A**

- **Ditches, dips and water turnouts functioning**

- **B**

- **State and county roads free from mud and debris**

- **C**

- **Road shoulders undamaged by logging equipment**

- **D**

- **Roots properly maintained and stabilized**

- **E**

### 4. Streamside Management Zones

- **If harvesting in SMZ, soil disturbance is avoided**

- **A**

- **Number of stream crossings minimized**

- **B**

- **Streams free of sedimentation, tops and debris**

- **C**

- **Stream crossings are properly installed and stabilized**

- **D**

- **Proper culvert size used**

- **E**

- **Timber removal from SMZ follows prescription or state BMP guidelines**

- **F**

### 5. Best Management Practices

- **Chemical or petroleum product spills absent**

- **A**

- **Skid trails minimized and on contour or slope of <25°**

- **B**

- **Temporary roads and skid trails closed and stabilized**

- **C**

- **Temporary stream crossings removed if no longer in use**

- **D**

- **Loading docks in compliance with state BMPs**

- **E**

- **Road construction in compliance with state BMPs**

- **F**

- **Rubbing in compliance with state BMPs**

- **G**

- **Trash properly disposed of**

- **H**

### 6. Comments

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**Inspecting Forester:**

**Contractor Signature:**

**Date:**

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**Buyer's Initials**

**Seller's Initials**