March 24, 2016
Notice of Timber Sale
Calhoun & Baker Counties
ID # 10296

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 11:00 a.m. on Thursday, April 28, 2016, for the blended per ton harvest which consists of a selective thinning of 1119.9 acres of planted slash and loblolly pine. The harvest will occur on Department of Natural Resources (DNR) property located on the Chickasawhatchee WMA in Calhoun and Baker Counties.

The sale area is located approximately 12 miles southwest of Albany, GA. The area lies south of GA Highway 62 and east of GA Highway 37. The location is described more precisely on the attached maps and further described by DeLorme Georgia Gazetteer page number 57, Block A7, A8, and B7.

This timber sale will be a thinning consisting of removing all unmarked timber resulting in a residual basal area between 40 and 60 sq ft/acre. Leave trees are marked on both sides of the tree with white paint. See the attached “Timber Harvest Plan” (Exhibit “A”) for detailed instructions on this timber harvest.

Our estimate of total timber volume is 44,421 total tons of pine and 7,037 total tons of hardwood. Volume is not guaranteed and product breakdown will not be announced.

Bids may be brought to the opening site or mailed to the attention of Kent Johnson, Georgia Forestry Commission, 705 Ga Hwy 32 East, Ocilla, GA 31774. Bids will be publicly opened at 11:00 a.m. on Thursday, April 28, 2016 at the Dougherty County Unit Office of the Georgia Forestry Commission located at 2910 Newton Road, Albany, GA 31701 (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 “Chickasawhatchee WMA FY’16 Marked Quail Thinning No10296 Bid Sale” written on front of envelope. A blended per ton price for pine and a hardwood pulpwood per ton price, along with wood specifications, are required for each product. Specifications should include minimum top and butt size, minimum length or measured lengths, and, if appropriate, quality specifications (for example, knot size, sweep, etc.). The only pine specification needed is for tops.

2. Mailed bids should be clearly marked “Chickasawhatchee WMA FY’16 Marked Quail Thinning No10296 Bid Sale” on front of envelope and must arrive on the day before the sale. Faxed or phoned bids will not be accepted.

Continued…
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 amount will be $5,000.00 or 10% of the total sale value, whichever is greater. Any additional performance bond money will be due at contract signing.

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 (Exhibit “I”) 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.”** The timber sale contract will terminate twelve (12) months from the contract signing date. Contract signing and receipt of 50% 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 Kent Johnson, GFC, at 478-297-3741. 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,

*Kent W Johnson*

Kent W Johnson
State Lands Forest Mgmt Forester
GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
Chickasawhatchee WMA FY'16 Marked Quail Thinning
No10296

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>
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<tbody>
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<td>Pine blended</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
<tr>
<td>Hardwood pulpwood</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>N/A</td>
</tr>
</tbody>
</table>

I understand that this is a pine blended price per ton and hardwood pulpwood per ton 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
Chickasawhatchee WMA FY’16 Marked Quail Thinning
ID#10296

STATE OF GEORGIA
COUNTY OF Calhoun & Baker

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 ______________________________ (address) 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 thinned 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 1119.9 acres, is located approximately 12 miles southwest of
      Albany, GA on the Chickasawhatchee WMA. The specific sites are designated on the attached maps
      of this CONTRACT and which are herein collectively referred to as the “PROPERTY”.
   b) Method of Harvesting Forest Products
      Timber shall be a thinning consisting of removing all unmarked timber resulting in a residual basal
      area between 40 and 60 sq ft/acre. Leave trees are marked on both sides of the tree with white paint.
      See the attached “Timber Harvest Plan” as Exhibit “A” for detailed instructions on this timber harvest.

2. 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.

ARTICLE II. Obligations of the BUYER:

1. Agrees to pay the SELLER at the rate of

2. $___ per ton for pine – blended (wood specs: __ inch minimum top, __ inch minimum butt, __ feet
   minimum length)

3. $___ per ton for hardwood pulpwood (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’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.

Said payment shall be made within thirty (30) days of bid opening. 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 Department of Natural Resources 2065 U.S. Highway 278 SE, Social Circle, GA 30025 Attn: Chris Roberts. The per-unit payments will be made weekly, unless otherwise authorized by the SELLER. Reference Sale ID#10296 on all checks.

4. Agrees to pay SELLER for any biomass harvested:
   a. Tops and branches of merchantable harvested trees _____ (will or will not) be harvested and delivered to biomass markets.
   b. Understory trees with diameter at breast height less than five inches _____ (will or will not) be harvested and delivered to biomass energy markets.
   c. Payment for any harvested biomass will be made as described in Article II paragraph 1 of this CONTRACT. The SELLER also recognizes the benefit in removing this material in preparation for reforestation.

5. Agrees to pay the SELLER a performance bond equal to $_______ (ten percent (10%) of the estimated total sale price) upon the execution of this CONTRACT. Reference Sale ID#10296 on all checks. 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.

6. 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 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.

7. 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.

8. 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.

9. 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.
10. 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.

11. 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. BOTH 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. Timber shall be a thinning consisting of removing all unmarked timber resulting in a residual basal area between 40 and 60 sq ft/acre. Leave trees are marked on both sides of the tree with white paint. See the attached “Timber Harvest Plan” as Exhibit “A” for detailed instructions on this timber harvest.
   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.
   d. Any and all harvest slash (unmerchantable limbs and tops) within the thinning areas will be evenly distributed back into the said areas to prevent slash pile buildups.
   e. “Brows” or “Loading Decks” 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.
   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 SELLER 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.
   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 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 recapping the timber types, weights and payment classifications and shall be mailed on a weekly basis to Georgia Department of Natural Resources 2065 U.S. Highway 278 SE, Social Circle, GA 30025, Attn: Chris Roberts. 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.

Buyer’s Initials _______ Seller’s Initials _______
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 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.

5. The BUYER will notify the SELLER at least two days prior to completion of timber harvesting and removal of logging equipment.

6. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from Georgia Forestry Commission 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.

7. The SELLER reserves the right to suspend harvest activities during special quota hunts. Harvesting activities shall be suspended during the following time periods: No harvesting will be allowed during all quota hunts including deer, turkey, and quail. Quail quota hunts usually consist of three Saturdays in January and February. 2016 turkey quota hunt dates are March 26 - April 8. 2016 deer quota hunt dates are November 19-21 and December 3-5. Future dates will be printed in the upcoming regulations.

8. The attached Timber Harvest Plan (Exhibit “A”) is made part of this CONTRACT.

9. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.

10. 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.

11. 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.

12. 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.

13. This CONTRACT shall be governed by and construed under the laws of the State of Georgia. The Superior Court of Fulton County shall have exclusive jurisdiction over any and all actions, suits, or other proceedings instituted to enforce the CONTRACT unless SELLER, in writing, decides that a different court has jurisdiction.

IN WITNESS WHEREOF, the parties have affixed signatures this ___________ day of ____________ 20 ________.

WITNESS: _______________________________ BUYER: _______________________________

DATE: ________________________________

WITNESS: _______________________________ SELLER: _______________________________

DATE: ________________________________
Exhibit “A”

Georgia Department of Natural Resources
Forest Management Unit
Timber Harvest Plan

Timber Sale Name: Chickasawhatchee WMA FY’16 Marked Quail Thinning

Proposal Number:

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

Harvest System:  
- X  Conventional  
- Cut to length

Note: A pre-harvest meeting is required between the GA DNR, timber buyer, and logger prior to any harvest activity. Notification is required 24-hours in advance of loggers moving on or off of the sale area.

Harvest Description:

General Information

The boundary of this sale area is marked with two horizontal dashes (=) of fluorescent orange paint. The timber marking is in white and occurs on two sides of the trees. All marked trees, including boundary trees, must be left unharmed and all unmarked trees that are at least 3” DBH should be cut or knocked down. Only cut painted trees if they have an “X” on them. All merchantable timber, including tops, should be utilized and hauled. Culled wood should be paid for. All areas of the stands must be properly thinned even if it requires coming back in dryer conditions to harvest the wetter areas. Rutting in the stands must be avoided. Paint all damaged “leave” trees with black or brown paint.

The target residual basal area is between 40 and 60 ft^2 per acre in the thin stands. Selective thinning will be from below removing diseased, suppressed, forked, and poorly formed trees first. All undesirable hardwood species such as water oak, sweetgum, and blackgum will be removed during the thinning down to 3” DBH. Desirable upland oak species such as post oak, southern red oak, turkey oak, and larger live oak should be marked to stay with marking paint.
Main WMA roads will be daylighted to a maximum 30 feet from the edge of the road in stands that are being thinned and secondary roads/firebreaks may be day lighted to a maximum of 15 feet. Skidding across roads should be avoided and should be preapproved by GA DNR if deemed necessary.

Indicated wildlife openings totaling 27.5 acres will be marked and created per the Biologist’s and Area Manager’s recommendations. The perimeter of the wildlife openings have been marked with teal paint. Perimeter trees have a ring and a dot that faces the side to be clearcut. Corner trees have two rings. Remove all trees from within the openings but leave the painted boundary trees. Some openings have leave trees marked in them and they should be cut.

Avoid crossing stand boundaries with equipment and trees and do not drop trees or logging slash in roads or firebreaks. All timber should be merchandised for maximum value according to contract specifications.

Some gopher tortoise activity exists in the thin stands. Harvest equipment should avoid gopher tortoise burrows.

Streams
There are a few areas where adjacent hardwood depression/low areas overflow in wet conditions and flow through some of the stands that are to be harvested. These areas are marked with two stripes of blue paint “//” on either side of the channels. Avoid crossing these areas and do not cut any bank trees within these areas. Marked trees should be left but unmarked trees can be removed from within the areas as long as they are not bank trees and as long as no rutting occurs. There are also numerous wet depressions and ponds located within the sale areas where rutting should be avoided.

Log Decks and Logging Slash
Only proposed log deck locations as indicated on sale maps are to be used. Loggers are encouraged to use the minimum number of decks as possible. Decks should be placed far enough off of roads to avoid impacting the roads. Do not load or trim trucks in the roads. Trees should be run over with the skidder while in the woods and before being skid to the log deck in order to remove some limbs. Logging slash should be evenly distributed back into the thinned stands. Slash should be constantly taken back into the stands and dropped before the next pull of trees are gathered by the skidder and then drug over by the turn of wood in order to spread it. Remove as much logging slash as possible from the decks when retired. Remove logging slash from roads and firebreaks once a stand is harvested. If removing logging debris with the skidder blade results in “gouging” then the debris will need to be removed by hand.

Hardwood slash may have to be piled on the deck free of dirt with the skidder or elsewhere. This will be addressed on a deck by deck basis.

Roads
Access to the timber harvest stands is gained from Chickasawhatchee Road (Mt. Pleasant Church Road) then through various WMA roads. Truck and equipment traffic should be limited to a 15 MPH speed limit on WMA roads in order to reduce road damage.

Harvest Restriction Dates
No harvesting will be allowed during all quota hunts including deer, turkey, and quail. Quail quota hunts usually consist of three Saturdays in January and February. 2016 turkey quota hunt dates are March 26 - April 8. 2016 deer quota hunt dates are November 19-21 and December 3-5. Future dates will be printed in the upcoming regulations.

Maps: See attachments
Exhibit “B”

CHICKASAWHATCHEE WMA
FY '16 QUAIL THINNING
LOCATION MAP

Hwy. 62

Leary, GA

Mt. Pleasant Church Rd.

ERA 317

4 Ac

2 Ac

4 Ac

4 Ac

4 Ac

Georgia
Department of Natural Resources
Wildlife Resources Division

Yellow: WMA Boundary
Dashed: chickroads
Graded: wma roads
Main: county dirtroad
State: highways
Green: Thinning - 1119.9 Ac

Miles

0 0.425 0.85 1.7 2.55 3.4

Buyer’s Initials _______ Selcer’s Initials _______
# Timber Harvest Inspection

**Sale Name:**

**Sale Type:**

**Inspection Type:**

<table>
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<th>Yes</th>
<th>No</th>
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<th>Follow-up</th>
<th>Date Completed</th>
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## 1 Safety

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

## 2 Harvest

- **A** 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

- **A** Entrance to public roads comply with ordinances
- **B** Ditches, dips and water turnouts functioning
- **C** State and county roads free from mud and debris
- **D** Road shoulders undermined by logging equipment
- **E** Roads properly maintained and stabilized

## 4 Streamside Management Zones

- **A** If harvesting in SMZ, soil disturbance is avoided
- **B** Number of stream crossings minimized
- **C** Streams free of sedimentation, tops and debris
- **D** Stream crossings are properly installed and stabilized
- **E** Proper culvert size used
- **F** Timber removal from SMZ follows prescription or state BMP guidelines

## 5 Best Management Practices

- **A** Chemical or petroleum product spills absent
- **B** Skid trails minimized and on contour or slope of <25%
- **C** Temporary roads and skid trails closed and stabilized
- **D** Temporary stream crossings removed if no longer in use
- **E** Logging decks in compliance with state BMPs
- **F** Road construction in compliance with state BMPs
- **G** Rutting in compliance with state BMPs
- **H** Trash properly disposed of

## 6 Comments


**Inspecting Forester:**

**Contractor Signature:**

**Date:**

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**Buyer's Initials:**

**Seller's Initials:**