February 10, 2020
Notice of Timber Sale
Dooly County

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 11:00 a.m. on Tuesday, March 10, 2020, for the lump sum sale of pine and hardwood on 244.9 acres of Department of Natural Resources (DNR) property located on Flint River WMA in Dooly County.

The sale area is located approximately six (6) miles southwest of Byromville, GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 42, block H2.

This timber sale consists of three stands totaling 244.9 acres of pine and hardwood to be clear-cut; sale boundaries are marked orange paint, existing roads, firebreaks and man-made ditches. See the attached “Timber Harvest Contract” for detailed instructions on this timber harvest.

Our estimate of total timber volume is 17,050 tons of pine and 6,388 tons of hardwood. Volume is not guaranteed.

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 Tuesday, March 10, 2020 at the Dooly-Crisp County Unit Office of the Georgia Forestry Commission located 259 Highway 41, Vienna GA 31092 (see attached bid opening location map). No bids will be accepted after 11:00 a.m.

Bid Requirements:

1. All lump sum bids must be submitted on the timber bid form provided with this notice, signed and sealed, and must have “Flint River WMA FY20 #11453 Bid Sale” written on front of envelope.
2. Mailed bids should be clearly marked “Flint River WMA FY20 #11453 Bid Sale” 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 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.

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 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
Flint River WMA FY20 #11453
Bid Opening Location Map
March 10, 2020
11:00 a.m.

Bid Opening Location Site
GFC Dooly-Crisp Unit Office
249 Hwy 41
Vienna GA 31092
GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
Flint River WMA FY20 Sale ID# 11453

COMPANY NAME: ____________________________________________

FED. ID # OR S.S. #: _________________________________________

COMPANY REPRESENTATIVE: _________________________________

TELEPHONE #: _____________________________________________

ADDRESS: ________________________________________________

Lump Sum Bid $____________________________

I understand that this is a lump sum timber sale. Lump sum price has been entered for all the merchantable pine and hardwood as designated within the Flint River WMA FY20 #11453 Timber Harvest Contract for State Owned Lands. 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: ______________________
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 (address) 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 244.9 acres, is located approximately six (6) miles southwest of Byromville, Georgia on Flint River WMA. The timber sale area consists of three stands of natural and planted loblolly pine and hardwood designated to be clear-cut. 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” 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 $_________ 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: 100% of the total sale price is to be paid to the Georgia Forestry Commission at the time of CONTRACT execution. Reference Sale ID #11453 on all checks.

Buyer’s Initials _______  Seller’s Initials _______
2. 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. 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.

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. Within the 244.9 acres designated for clear-cut, all merchantable pine and hardwood is to be harvested. See Timber Harvest Plan Exhibit “A” for detailed instructions regarding this timber sale. PROPERTY is bounded by orange paint, existing roads, firebreaks and man-made ditches and is described by Exhibits “C” & “D.”
   b. 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.

Buyer’s Initials _______  Seller’s Initials _______
c. 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 the latest publication of Timber Mart South and charged against the performance bond described in Article 2, condition 2. Excessive damage will be determined by the DNR.

2. 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.

3. 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 “E”.

4. The BUYER will notify the SELLER at least 48 hours prior to moving logging equipment onto PROPERTY to commence timber harvesting operations and 48 hours prior to completion of timber harvesting operations and removal of logging equipment.

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.

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

WITNESS: ___________________________ BUYER: ___________________________
DATE: ___________________________

WITNESS: ___________________________ SELLER: ___________________________
DATE: ___________________________
Georgia Department of Natural Resources  
Forest Management Unit  
Timber Harvest Plan

Timber Sale Name: Flint River WMA FY20 Clear-cut  
Proposal Number: #11453

Harvest Acreage:  
- _____ Thinning  
- _____ Timber Stand Improvement  
- X 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  
This lump sum, 244.9 acre clear-cut sale consists of the following stands: FRiv0216, 0217, 0218, 0220 – 166.1 acres of 1947 natural loblolly pine with some mixed hardwood. Stands FRiv0217, 0218, and 0220 were thinned approximately 10 years ago. And stands FRiv0224 and 0230 – 78.8 acres of middle aged natural mixed pine/hardwood. Timber harvest boundaries are marked with a solid patch of orange paint. Boundary trees should not be harvested unless they have an “X” on them. All trees within the sale area that are greater than 5” DBH should be harvested, cut down, or knocked down. Some boundaries are formed by existing roads, firebreaks, or man-made ditches. Avoid crossing sale boundary with equipment or trees. Trees located near the dove field with a blue ring should be left standing and unharmed.

Streams  
No streams or SMZs are found in the sale area, however there are low/wet depressions that will need to be avoided during wet weather to avoid rutting. Do not cross man made ditches unless agreed upon by all parties.

Log Decks and Logging Slash  
Only proposed logging decks as indicated on the activity maps are to be used. Loggers are encouraged to use the minimum number of decks possible. Logging slash should be piled dirt free away from stand boundaries with the skidder grapple. Decks should be placed far enough from roads or firebreaks to avoid impacting them.

Roads  
Access to the timber harvest stands is gained from River Road and through WMA roads.

No Harvest Dates  
No harvesting will be allowed during deer quota hunts. Deer quota hunt dates usually include two – three day hunts occurring Friday through Sunday. One usually occurs near the end of October and one in November. Check current regulations for the exact dates.

Maps: See attachments

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

FLINT RIVER WMA
FY’20 CLEARCUT
LOCATION MAP

Check Station

Clearcut - 244.9 Ac
WMA Roads
WMA Boundary

Buyer’s Initials _______ Seller’s Initials _______
FLINT RIVER WMA FY'20 CLEARCUT ACTIVITY MAP

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

**Georgia Wildlife Resources Division**

**Exhibit “E”**

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<td>Operation being conducted in a safe manner</td>
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<td>Stamp heights acceptable</td>
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<td>Satisfactory separation, utilization and trim of products</td>
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<td>No excessive damage to residual trees</td>
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<td>All designated trees cut</td>
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<td>Load tickets properly filled out, displayed and documented</td>
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<td>Log decks properly located and stabilized</td>
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<td>Harvest plan being followed</td>
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<td>Entrance to public roads comply with ordinances</td>
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<td>Ditches, slips and waterturns functioning</td>
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<td>State and county roads free from mud and debris</td>
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<td>Road shoulders undamaged by logging equipment</td>
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<td>Roads properly maintained and stabilized</td>
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<th>Streamside Management Zones</th>
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<tr>
<td>If harvesting in SMZ, soil disturbance is avoided</td>
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<td>Number of stream crossings minimized</td>
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<td>Streams free of sedimentation, tops and debris</td>
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<td>Stream crossings are properly installed and stabilized</td>
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<td>Proper culvert, size used</td>
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<td>Timber removal from SMZ follows prescription or state BMP guidelines</td>
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<td>Chemical or petroleum product spills absent</td>
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<td>Skid trails minimized and on contour or slope of &lt;25%</td>
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<td>Temporary roads and skid trails closed and stabilized</td>
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<td>Temporary stream crossings removed if no longer in use</td>
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<td>Logging decks in compliance with state BMPs</td>
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<td>Road construction in compliance with state BMPs</td>
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<td>Gritting in compliance with state BMPs</td>
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<td>Trash properly disposed of</td>
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**Inspecting Forester:** ___________________________ **Date:** ___________________________

**Contractor Signature:** ___________________________ **Date:** ___________________________

**Buyer’s Initials** _______ **Seller’s Initials** _______