



1055 East Whitehall Road
Athens, GA 30605
Office: 706-552-4448
Cell: 706-612-3729
Fax: 706-433-9951

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October 24, 2016
Notice of Timber Sale
Sale ID# 10307
Paulding County

Dear Timber Buyer:

The Georgia Forestry Commission will accept sealed bids until 11:00 a.m. on Thursday, November 17, 2016, for the unit sale of pine and hardwood on 116 acres of Department of Natural Resources (DNR) property located on Paulding Forest WMA in Paulding County.

The sale area is located approximately six (6) miles northwest of Dallas GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 19, block F7, G7.

This timber sale consists of two stands totaling 116 acres. See the attached "Timber Harvest Contract" for detailed instructions on this timber harvest.

Our estimate of timber volume is 9,810 tons of pine and 103 tons of hardwood. Volume estimate is not guaranteed. We encourage interested buyers to inspect the sale area and determine your own estimate of timber volumes.

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, November 17, 2016 at the Paulding Forest WMA Shop (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 "Paulding Forest FY17 #10307 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." **Incomplete bid forms will be invalid and will not be given consideration in the bid process.**
2. Mailed bids should be clearly marked "Paulding Forest WMA FY17 #10307 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...

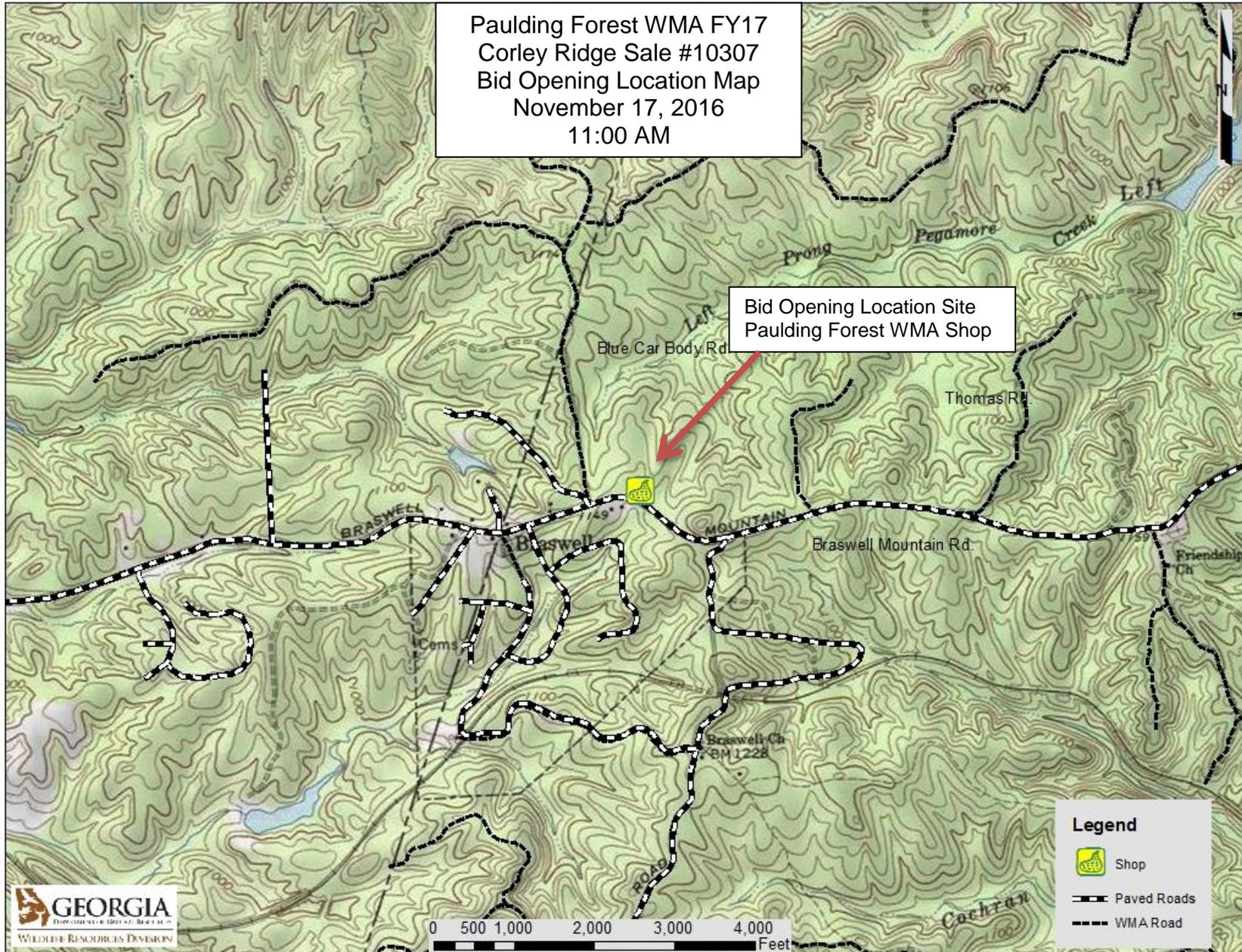
A sample contract, bid form and maps of sale area are included with this timber sale notice. Also attached is the “Timber Harvest Inspection” form to be used by a GA DNR representative when making periodic inspections of harvesting operations. **Notice: Be sure to read through the “Timber Harvest Contract.”** The timber sale contract will terminate twelve (12) months from the contract signing date. 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. The combination to the lock on the gate is **1-0-0-1**; the lock will be placed on the gate Wednesday, October 26. For questions regarding the bid process contact Ben Hammond, GFC, at 706-612-3729. For questions specific to the sale area contact Nathan Weaver, GA DNR, at 404-844-6444.

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

Sincerely,
Ben Hammond
Ben Hammond, RF
Staff Forester

Paulding Forest WMA FY17
Corley Ridge Sale #10307
Bid Opening Location Map
November 17, 2016
11:00 AM

Bid Opening Location Site
Paulding Forest WMA Shop



GEORGIA FORESTRY COMMISSION - TIMBER BID FORM
Paulding Forest WMA FY17 Corley Ridge Sale ID# 10307

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

COMPANY REPRESENTATIVE: _____ TELEPHONE #: _____

ADDRESS: _____

| Products | Price Per Ton | Minimum Top Size | Minimum Butt Size | Min. or Meas. Length | Quality Specs. |
|-------------------|---------------|------------------|-------------------|----------------------|----------------|
| Pine pulpwood | | | | | |
| Pine top wood | | | | | |
| Pine chip & saw | | | | | |
| Pine saw timber | | | | | |
| Hardwood pulpwood | | | | | |

I understand that this is a unit (per ton per product) timber sale. Per ton price and wood specifications have been entered for each product listed on this bid form. In order to validate this bid, a bid deposit in the form of a \$5,000.00 check, made payable to the Georgia Forestry Commission, is included. Checks of unsuccessful bidders will be returned. Successful bidder's check will be held in escrow and credited towards the performance bond.

THE GEORGIA FORESTRY COMMISSION RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

By: _____ Date: _____

**GEORGIA DEPARTMENT OF NATURAL RESOURCES
TIMBER HARVEST CONTRACT
FOR
STATE OWNED LANDS
PAULDING FOREST WMA FY17 Corley Ridge Sale# 10307
Thinning**

STATE OF GEORGIA
COUNTY OF Paulding

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
_____ 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 116 acres, is located approximately eight (8) miles northwest of Dallas, Georgia on Paulding Forest WMA. The specific sites are 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) Method of Harvesting Forest Products
Timber shall be harvested according to specific instructions found in “Timber Harvest Specifications”, Article III, Paragraph 1.
2. SELLER agrees to 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 at the rate of
\$___ per ton for pine pulp wood (wood specs: ___ inch minimum top, ___ inch minimum butt, ___ feet minimum length)

Buyer’s Initials _____ Seller’s Initials _____

\$___ 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# 10307 on all checks.** The per-unit payments will be made weekly, unless otherwise authorized by the SELLER.

2. 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.
3. Agrees to pay the SELLER a performance bond equal to \$_____ (ten percent (10%) of the estimated total sale price or \$5,000.00, whichever is greater) 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.

| |
|--|
| Buyer's Initials _____ Seller's Initials _____ |
|--|

4. 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.
5. 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.
6. 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.
7. 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.
8. Will indemnify, release, and hold the SELLER, the STATE OF GEORGIA, its various other units of government, its instrumentalities, and all officers, employees, and agents of the foregoing, harmless from and against all liabilities, damages, costs, expenses (including all attorney's fees and expenses incurred by them), causes of action, suits, demands, judgments, and claims of any nature whatsoever, arising from, by reason of or in connection with the operations hereunder; provided, however, no 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.
9. 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. See Exhibit "A", Timber Harvest Plan, for detailed instructions on this harvest.
 - 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. "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.
 - 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.

| | |
|------------------------|-------------------------|
| Buyer's Initials _____ | Seller's Initials _____ |
|------------------------|-------------------------|

- 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, condition 1, and charged against the performance bond described in Article 2, condition 2. Excessive damage will be determined by the DNR.
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 _____ **through** _____ for this CONTRACT.
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 “E.”
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. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.
8. Any designated forest products, harvested or un-harvested, which remain on the sale area at the date this CONTRACT terminates, remain the property of the SELLER.
9. 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.
10. 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.

Buyer’s Initials _____ Seller’s Initials _____

11. 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: Corley Ridge FY-17

Proposal Number: 10307

Harvest Acreage: Clear-cut +/-62 acres
Thinning +/-54 acres

Harvest System: Conventional

Harvest Description:

General Information

This is a per unit sale. Sale boundary is flagged with pink "Timber Harvest Boundary" ribbon and orange painted stripe on both tracts. Blue paint on the eastern side of the trees marks the eastern edge of the clear-cut tract where it borders the thinning tract. The property line is marked with yellow paint. There will be no harvest in SMZs. There will be no harvesting activity including the loading of trucks or the pick up of loaded trailers during the following managed hunt dates: November 10-13, December 9-11.

Clear-cuts

All stems 4" or greater are to be harvested from these areas. SMZ's and stand boundaries are marked with orange paint and pink "Timber Harvest Boundary" ribbon.

Thinning

This stand will be thinned to a residual basal area of 60 ft². All dead, suppressed, diseased, or inferior trees and will be removed. Thinning is operator select. Small target basal area example areas are marked with diagonal lines of orange paint at eye level. Extra care and caution should be exercised around leave trees to prevent damage.

Log Decks and Logging Slash

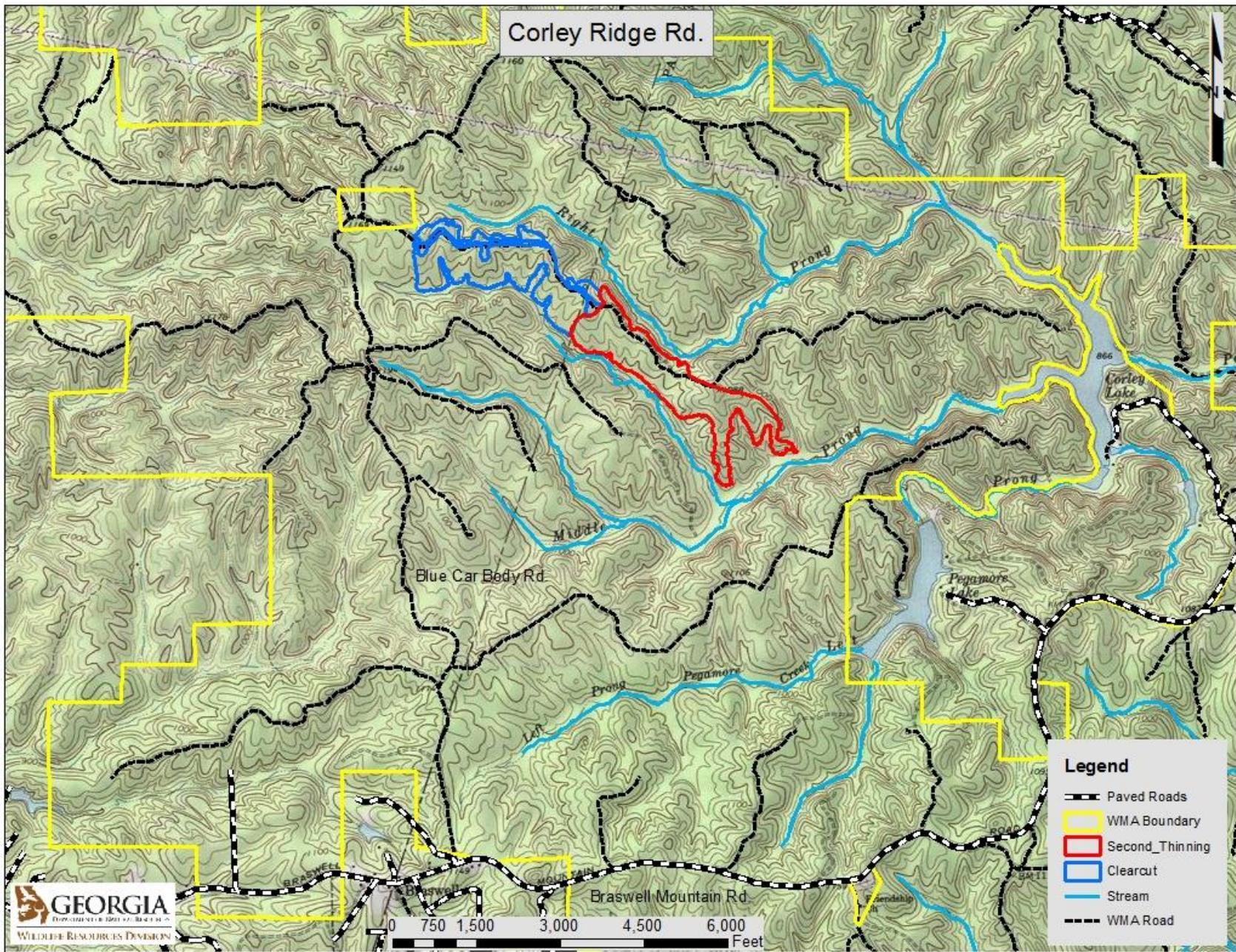
Log deck locations will be approved by DNR forester (see attached maps).

Only enough slash will be left on decks to minimize erosion. All remaining slash will be returned to the stand and distributed over skid trails.

Roads

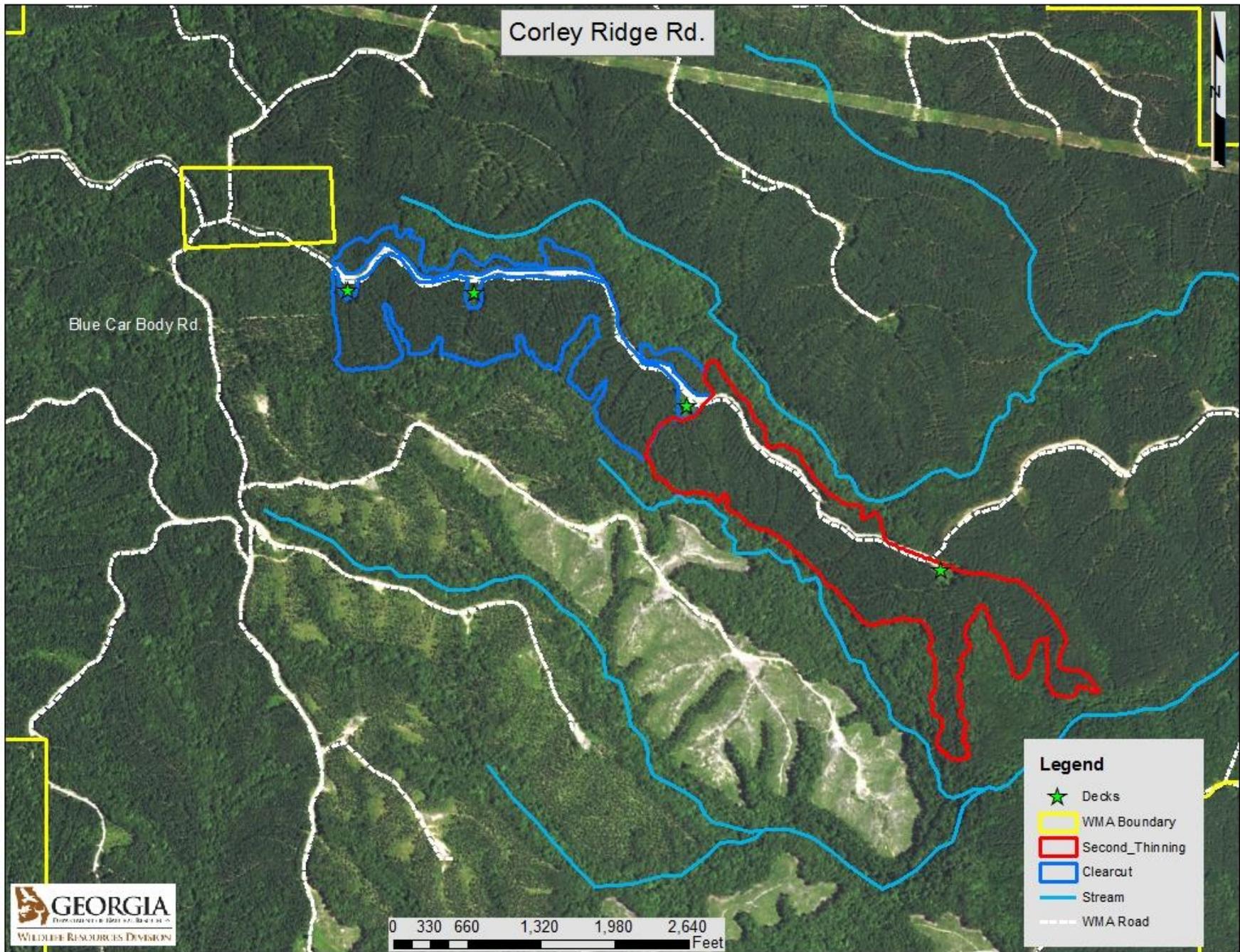
Ingress and egress will be made via WMA road. Any additional roadwork, gravel, or rock needed on this tract will be the buyer's responsibility.

Exhibit "B"



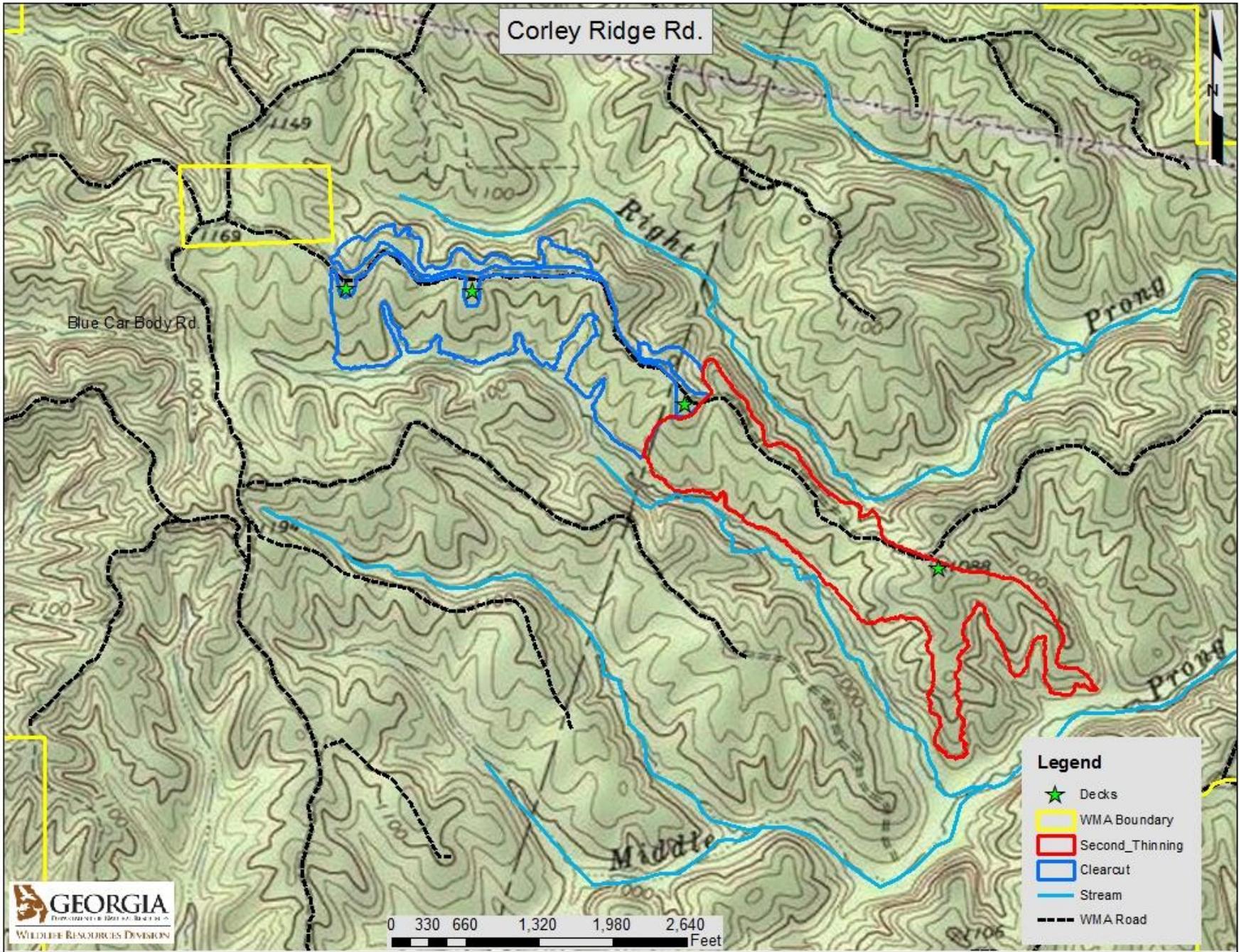
Buyer's Initials _____ Seller's Initials _____

Exhibit "C"



Buyer's Initials _____ Seller's Initials _____

Exhibit "D"



Buyer's Initials _____ Seller's Initials _____

Exhibit "E"

Timber Harvest Inspection



Sale Name: _____
 Sale Type: _____
 Inspection Date: _____

Inspection Type:
 Weekly _____
 Final _____

| | Yes | No | N/A | Follow-up | Date Completed |
|--|-------|-------|-------|-----------|----------------|
| 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 undamaged 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

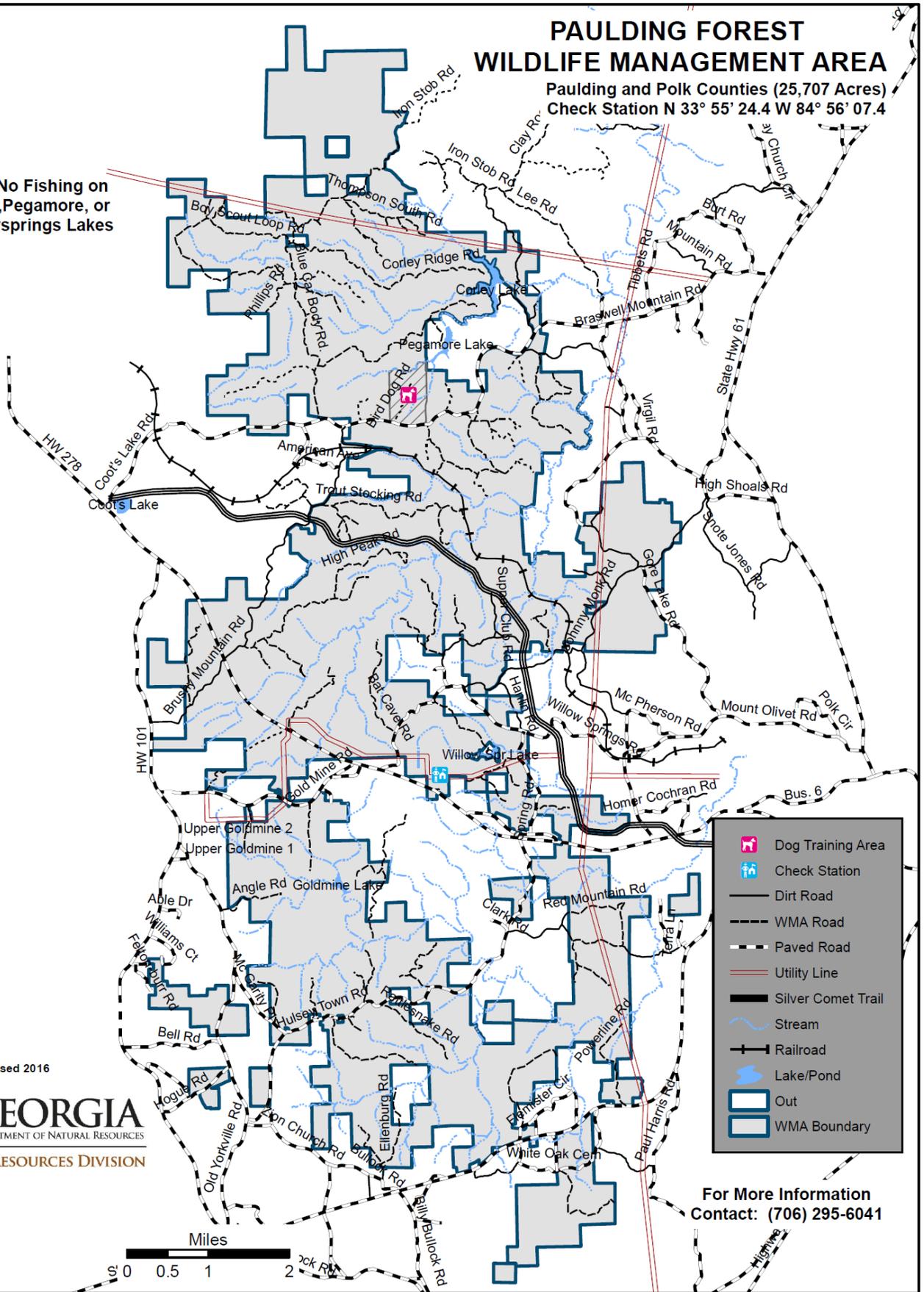
Inspecting Forester: _____ Date: _____
 Contractor Signature: _____ Date: _____

Buyer's Initials _____ Seller's Initials _____

PAULDING FOREST WILDLIFE MANAGEMENT AREA

Paulding and Polk Counties (25,707 Acres)
Check Station N 33° 55' 24.4" W 84° 56' 07.4"

Note: No Fishing on
Corley, Pegamore, or
Willowsprings Lakes



Revised 2016



For More Information
Contact: (706) 295-6041