

5645 Riggins Mill Road Dry Branch, GA 31020 P. 478-751-3500 F. 478-751-3465

An Equal Opportunity Employer & Service Provider



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March 21, 2024 Notice of Timber Sale Decatur County

Dear Timber Buyer:

The Georgia Forestry Commission will accept bids until 11:00 a.m. on Tuesday, April 23, 2024, for a unit sale (per ton by product) on 746 acres of Department of Natural Resources (DNR) property located on Silver Lake WMA in Decatur County.

The sale area is located approximately ten (10) miles southwest of Bainbridge, GA on Silver Lake WMA. Location is further described by Delorme Gazetteer page 64, block C4.

This timber sale consists of 688 acres of to be thinned and 58.6 acres to be clear-cut. For details of this harvest please see the attached "Timber Harvest Plan" within the timber harvest contract attached to this timber sale notice.

Our estimate of total timber volume is 30,113 tons of pine. Volume is not guaranteed. We encourage interested buyers to make their own determination of volume.

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 Tuesday, April 23, 2024 at the Georgia Forestry Commission's Decatur County Unit located at 1611 Dothan Rd Bainbridge, GA 39817 (see attached bid opening location map). No bids will be accepted after 11:00 a.m.

Bid Requirements:

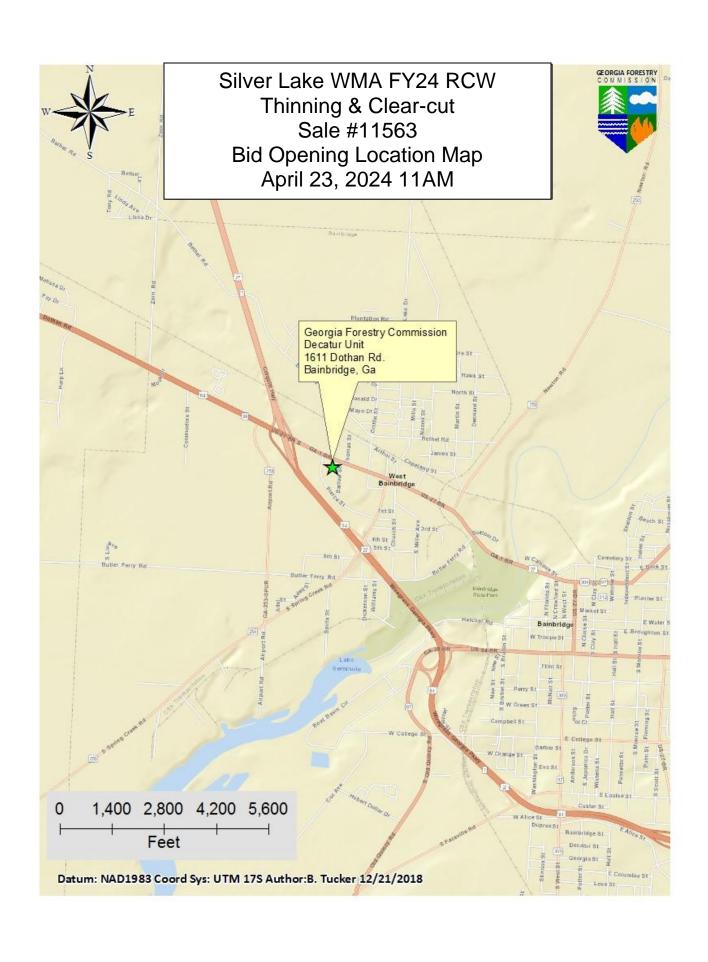
- 1. All bids must be submitted on the timber bid form provided with this notice, signed and sealed, and must have "Silver Lake WMA FY24 Thinning & Clear-cut #11563 Bid Sale" written on front of envelope. Per ton price and wood specifications are-required for each product on bid form. Specifications 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, other than price, 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 will be accepted and shall be clearly marked "Silver Lake WMA FY24 Thinning & Clear-cut #11563 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 <u>Georgia Forestry Commission</u> 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 the 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



GEORGIA FORESTRY COMMISSION - TIMBER BID FORM Silver Lake WMA FY24 Thinning & Clear-cut Sale ID# 11563

COMPANY NAME:		FED	FED. ID # OR S.S. #:		
COMPANY REPRESENTATIVE:		TEL	TELEPHONE #:		
ADDRESS:					
Products	Price Per Ton	Minimum Top Size	Minimum Butt Size	Min. or Meas. Length	Quality Specs.
Pine pulp-wood					
Pine top-wood					
Pine chip & saw					
Pine saw timber					
Hardwood pulp-wood					
listed on this bid form. I	n order to validate this l d. Checks of unsuccess	bid, a bid deposit in the	form of a \$5,000.00 ch	fications have been ente eck, made payable to the 's check will be held in e	e Georgia Forestry
THE GEORGIA FORES	STRY COMMISSION RI	ESERVES THE RIGHT	TO REJECT ANY AND	O ALL BIDS.	
Ву:		Date:			

GEORGIA DEPARTMENT OF NATURAL RESOURCES TIMBER HARVEST CONTRACT

FOR

STATE OWNED LANDS SILVER LAKE WMA FY24 THINNING & CLEAR-CUT Sale ID# 11563

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as the	= "BUY I	ER."		01				Sinarior referred to
ARTI	SELLI	Obligation ER agree and here		the BUYER		•		rvested as defined red title to such
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	b)	Timber	shall be ha	arvested acc	ording to "	Timber Harves	st Specific	ations" below.
2.								on the PROPERTY is CONTRACT.
3.	the Bl	JYER or	injury to po	•	oyed by the	e BUYER or h		ment belonging to ent; said
4.	BEST Comn the pu upon	MANAG nission (Cublication and will b	EMENT P GFC) publi "Best Mar e adhered	RACTICES cation "Geor nagement Pr	("BMPs") a rgia's Best ractices for UYER in ad	nd referenced Management Forested Wet	in the Ge Practices land in Ge	harvesting known a eorgia Forestry for Forestry" and in eorgia" are binding Il forest products
ARTI	CLE II.	Obligati	ons of the	BUYER:				
1.	Agree	s to pay	the SELLE	R at the rate	e of			
			or pine pulp m length)	ow) boow c	od specs: _	_ inch minimu	m top,	inch minimum butt,
			or pine top m length)	wood (wood	d specs:	inch minimun	n top, i	nch minimum butt,

	\$ 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# 11563 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 \$ (10% of the estimated total sale value 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.
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

CONTRACT PERIOD.

Buyer's Initials _____ Seller's Initials _____

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

- The BUYER will notify the SELLER at least two days prior to moving equipment onto the PROPERTY to commence logging operations and two days prior to completion of logging operations and removal of logging equipment.
- 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 Timber Harvest Plan, Exhibit A, for detailed timber harvest specifications.
- 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.
- 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's Initials	Seller's Initials
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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 121151-121200, 133651-133750, 134451-134600, 134751-134900, 136251-136300, 136351-136450, 136551-136750, 136801-137000, 137951-138100, 157051-157100. The BUYER shall also record the load ticket number on the loader operator's load record sheet to its corresponding load and then provide a copy of the load record sheet along with the weekly settlement.

- 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 "I."
- 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.

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SELLER, in writing, decides that a different court has jurisdiction.

IN WITNESS WHEREOF, the parties have affixed signatures this ______ day of _______, 2023.

WITNESS: ______ BUYER: ______

DATE: ______

DATE: _____

10. This CONTRACT shall be governed by and construed under the laws of the State of

all actions, suits, or other proceedings instituted to enforce the CONTRACT unless

Georgia. The Superior Court of Fulton County shall have exclusive jurisdiction over any and

Exhibit "A"

Georgia Department of Natural Resources Forest Management Unit Timber Harvest Plan

Timber Sale Name:	Silver Lake WMA FY'24 Thinning/Clearcut 746.6 Ac
Proposal Number:	FY21R5-6, Sale #11563
Harvest Acreage:	XThinning Timber Stand ImprovementX 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 the sale area.

Harvest Description:

General Information

This per ton timber harvest consists of an operator select thinning of approximately 688 acres and clearcut of approximately 58.6 acres of planted pine. The stands to be harvested have the following breakdown:

Quail Habitat Thinning – 688 Acres

Selective thinning consisting of planted pine stands with the following breakdown: SLak0315 – 50.9 acres of 1988 planted loblolly pine, SLak0316 – 58.7 acres of 1990 planted loblolly pine, SLak0317 – 58.8 acres of 1991 planted loblolly pine, SLak0318 – 46.7 acres of 1992 planted loblolly pine, SLak0319 – 27.1 acres of 2004 planted loblolly pine, SLak0430 – 22.1 acres of 1980 planted loblolly pine, SLak0433 – 45.9 acres of 1982 planted loblolly pine, SLak0434 – 41.3 acres of 1982 planted loblolly pine, SLak0435 – 37.2 acres of 1998 planted loblolly pine, SLak0441 – 46.3 acres of 1993 planted loblolly pine, SLak0442 – 9.8 acres of 1996 planted loblolly pine, SLak0443 – 41.2 acres of 1996 planted loblolly pine, SLak0446 – 47.4 acres of 2003 planted longleaf pine, and SLak0447 – 41.7 acres of 2004 planted longleaf pine, SLak0566 – 13 acres of 2006 planted loblolly pine, SLak0567 – 58.6 acres of 2006 planted loblolly pine, and SLak0568 – 59.9 acres of 2006 planted loblolly pine

Clearcut – 58.6 Acres

Final harvest of planted pine stands with the following breakdown: Stand SLak0440 – 18.3 acres of 1992 planted loblolly pine (heavy hurricane damage), 14.4 acres of dove field expansion in 1996 planted loblolly pine, and 25.3 acres of new wildlife openings in various stands of planted pine.

• The desired average residual basal area in previously thinned stands is 40 ft^2. In unthinned stands that will be first thinned, the desired residual basal area is 60 ft^2. A 10 BAF prism will be provided for the cut down machine operator and instructions will be given on how to use it in order for them him to check their work. The harvester will be utilizing an operator select method in the previously thinned stands and a fifth-row operator select thinning method in the unthinned stands. Stand boundaries are formed by roads, firebreaks, ROWs, and hardwood

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bottoms. Necessary boundary trees for the thin areas are marked with teal paint with a "\" pattern. The clearcut stand boundaries are marked with orange paint. Perimeter trees are marked with an orange ring and a solid mark that faces the desired opening. Trees that mark the thin boundary that fall in the clearcut stand should be harvested. Leave all other boundary trees unless they have an "X" on them.

- Two demonstration areas, as indicated on the Activity Map, have been installed to show the desired thinning style and intensity. Leave trees have a blue ring around them and takeout rows are marked with a vertical blue line at the ends of the rows. Thinning is to be from below, removing the suppressed, diseased, and poorly formed trees first during the selection process. Record GFC ticket number on load sheet with mill ticket number.
- Non-crop trees greater than 3" DBH will need to be cut down and processed if merchantable for quail habitat purposes. Large live oaks can be left standing. Favor leaving longleaf pine species, especially when thinning longleaf stands.
- Harvest leaning, hurricane damaged trees as long at the residual basal area is greater than 40 ft^2.
- Stocking rates vary greatly across this tract because of hurricane damage. Some stands will
 have more harvestable trees per acre than others. The entire sale area must be thinned to
 achieve the desired basal area.
- 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, leave them to block traffic from driving around.
- Daylight firebreaks/roads that form property boundaries to a total of 25' wide. If a tree is on the edge of a firebreak or road (basically touching it), it can be removed. Other interior roads and firebreaks may need to be daylighted some, but DNR staff will provide guidance with this.
- Skidding across roads should be avoided and should be preapproved by GA DNR if deemed necessary.
- To protect gopher tortoises, burrows have been flagged. Logging contractors should avoid disturbance to the burrows by keeping heavy equipment at least 10' from the burrow entrances. Active burrows will be marked with pink paint on the nearest tree and flagged with flagging tape or 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.
- 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.
- Harvest all timber inside of clearcut areas. Do not return any logging slash to the clearcut areas.
- There is a patch of **COGONGRASS** in the 46.8 acre stand located on the "West Activity" sale map. This spot has been flagged with pink flagging and treated with herbicide recently. Do not drag anything through this spot in order to reduce the chance of spreading the grass.

Streams

Avoid crossing any stream or man-made ditch unless approved by FMU personnel. There are numerous wet depressions where rutting should be avoided.

Buyer's Initials	Seller's Initials

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 and log trucks should not be loaded in roads or firebreaks. Do not trim trailers in the roads, firebreaks, 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 in openings and avoid harvest equipment traffic in existing openings. If proposed log decks are near an existing opening, be sure to deck adjacent to the opening so that the opening is not impacted. Do not drop harvest debris in existing openings.

Roads

Access to the timber harvest stands is gained from Hwy. 310 and Ten Mile Still Road then through various WMA roads.

Harvest Restriction Dates

No harvesting will be allowed during turkey or quail quota hunts. Turkey quota hunts typically occur during the first and fourth weeks of turkey season and last for five days each. There are numerous quail quota hunts that occur on Saturdays in November through January. The actual dates change from year to year, so check the current hunting regulations for specific dates.

Maps: See attachments

Seller's Initials

Exhibit "B"

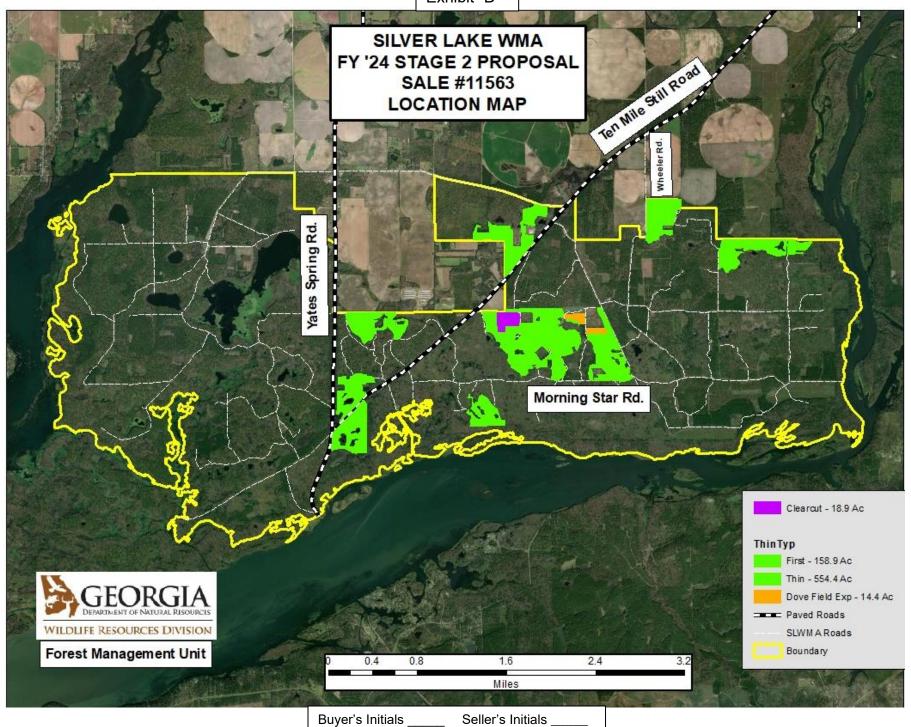
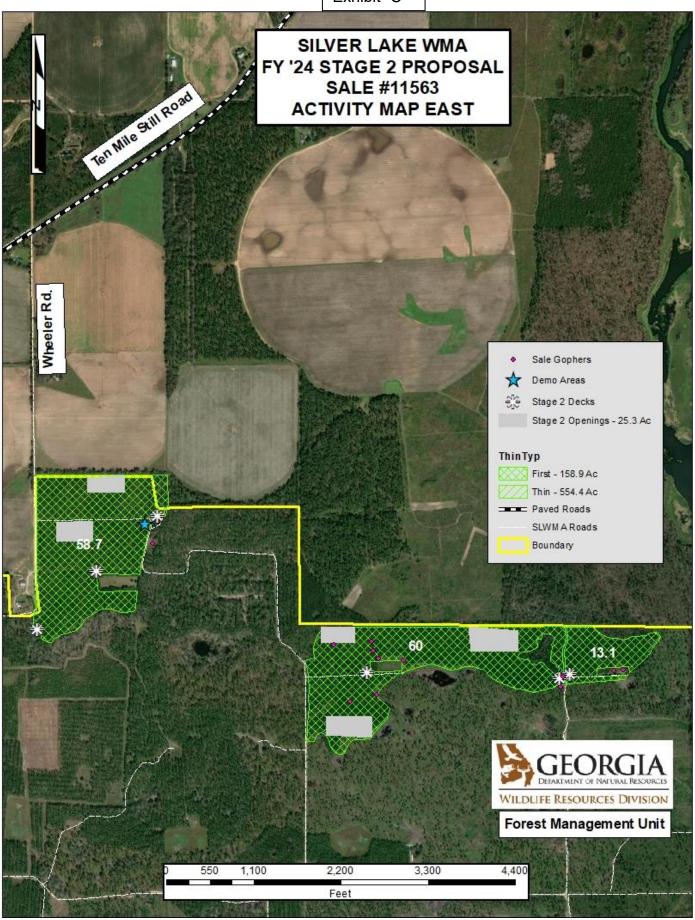


Exhibit "C"



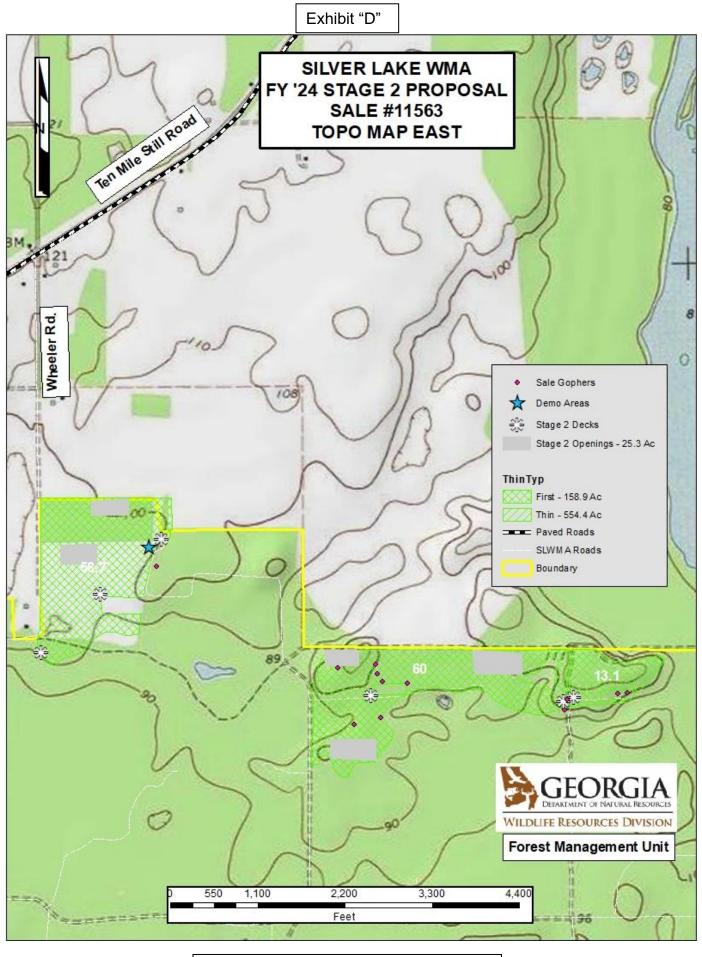
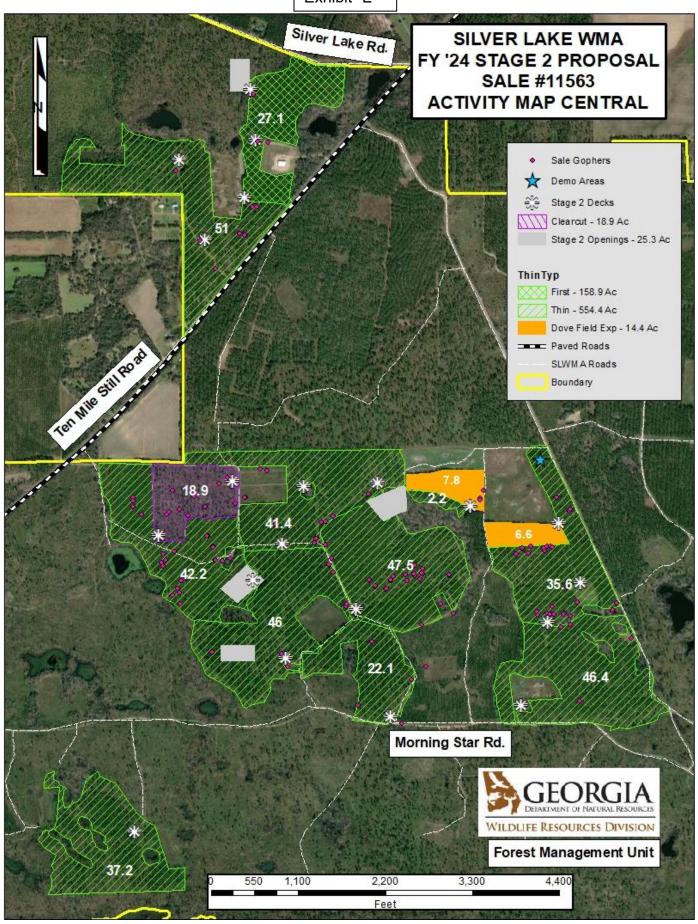


Exhibit "E"



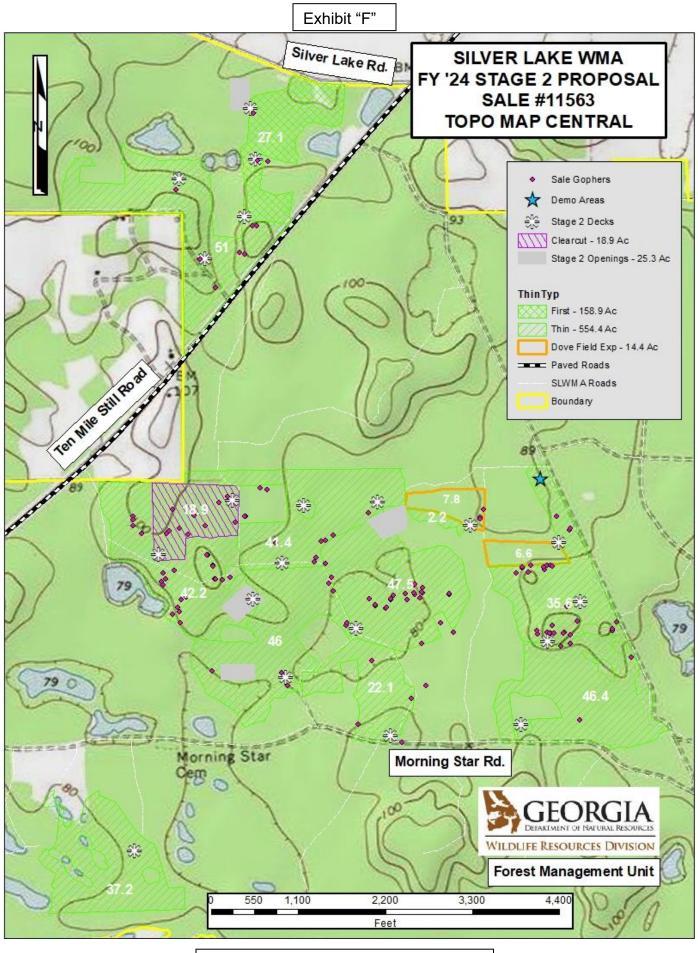
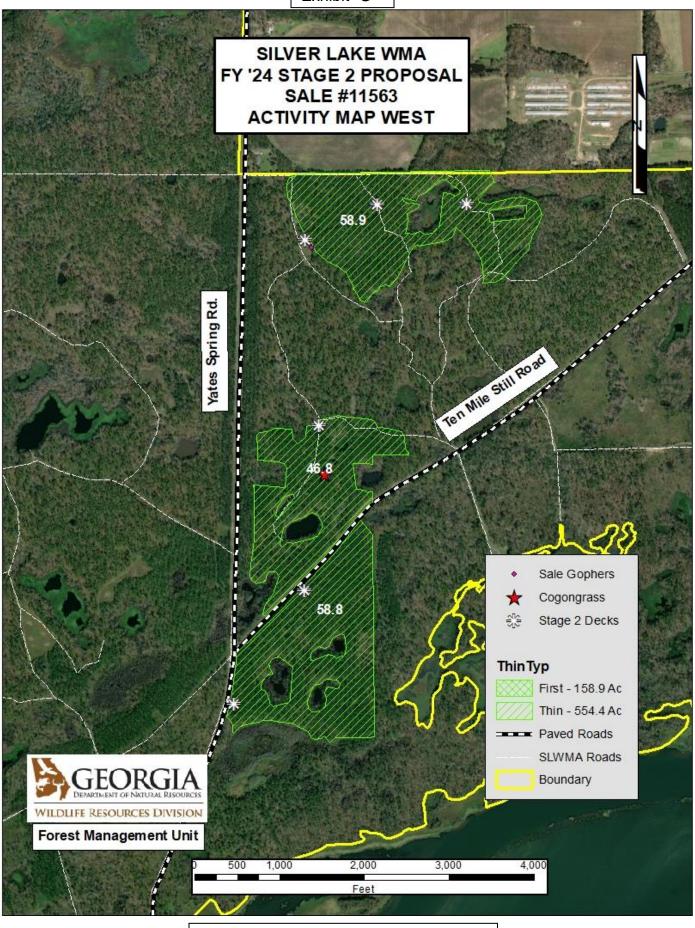


Exhibit "G"



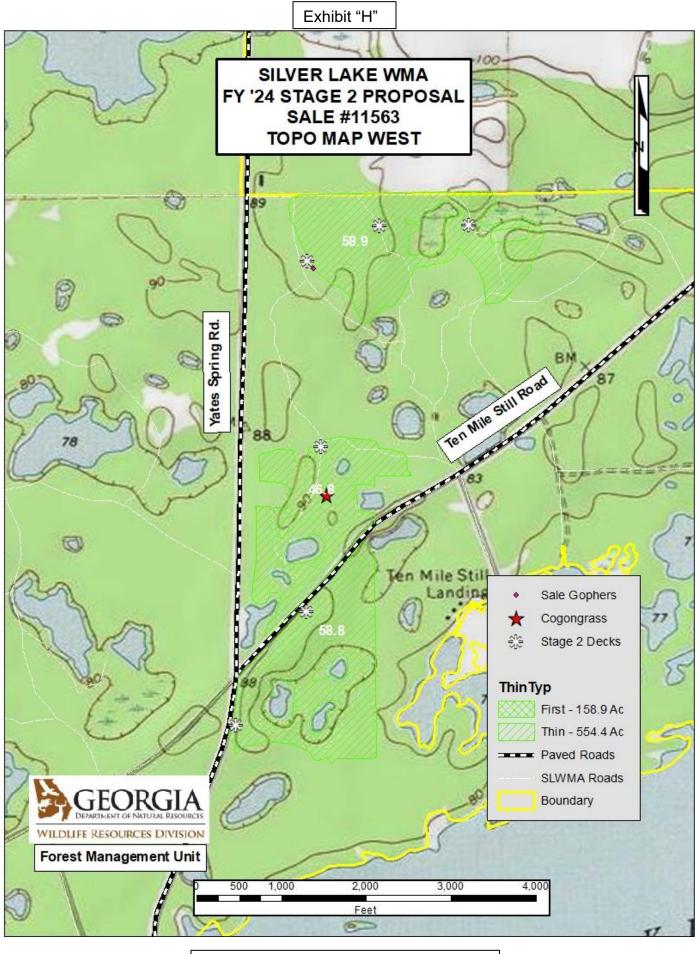


Exhibit "I"

Timber Harvest Inspection Sale Name: Inspection Type: Sale Type: Weekly GEORGIA Inspection Date: Final WILDLIFE RESOURCES DIVISION **Date Completed** Follow-up 1 Safety A Operation being conducted in a safe manner 2 Harvest A Stump heights acceptable 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 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 Road shoulders undamaged by logging equipment 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 Logging decks in compliance with state BMPs E 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