

5003 Jacksonville Hwy Waycross, Georgia 31503 Office: (912) 287-4915

An Equal Opportunity
Employer & Service Provider



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Ken Sheppard Vidalia December 27, 2023 Notice of Timber Sale Brantley & Ware County Timber Sale ID#: 11547

Dear Timber Buyer,

The Georgia Forestry Commission will accept sealed bids until 12:00 p.m. on Thursday, January 25th, 2024 for the unit sale of pine on 207.69 acres of Georgia Forestry Commission property located within the Dixon Memorial State Forest in Brantley & Ware County.

The sale area is located approximately seven (7) miles south east of Waycross, GA; location is described more precisely on the attached maps. The location is further described by Georgia Atlas & Gazetteer page 61, blocks E10, F8, & F9.

This per ton timber harvest consists of 207.69 acres to be clearcut which is indicated in red on the harvest maps. Timber Sale boundaries are marked with 3 slashed blue or yellow lines and are tied in to roads, firebreaks, and hardwood bays.

The area is open to inspection during the hours of 8:00 a.m. to 4:30 p.m. Monday through Friday (sometimes earlier and later). For questions regarding access or inspection, please contact Matthew Mrizek at 478-283-3881.

Our estimate of total timber volume is 17,527 tons of pine; volume is not guaranteed. This consists of a mix of pulpwood, chip n' saw, & sawtimber with the majority being chip n' saw. Product volume estimate is available upon request.

The doors will open at 11:00 a.m. on Thursday, January 25th, 2024 at the Herty Building, 4983 Jacksonville Highway, Waycross, GA 31503 (see attached bid opening location map) but bids may be brought to the opening site or mailed to the attention of Matthew Mrizek, Georgia Forestry Commission, 5003 Jacksonville Hwy, Waycross GA 31503 during normal business hours. No bids will be accepted after 12:00 p.m.

Bid Requirements:

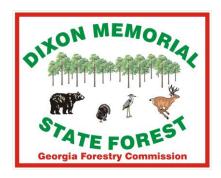
- 1. All bids must be submitted on the timber bid form provided with this notice, signed and sealed, and must have "DMSF FY24 #11547 Bid Sale" written on front of envelope.
- 2. Mailed bids should be clearly marked "DMSF FY24 #11547 Bid Sale" on front of envelope and must arrive on the day before the sale. Faxed or phoned bids will not be accepted.
- 3. A check made payable to the <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.

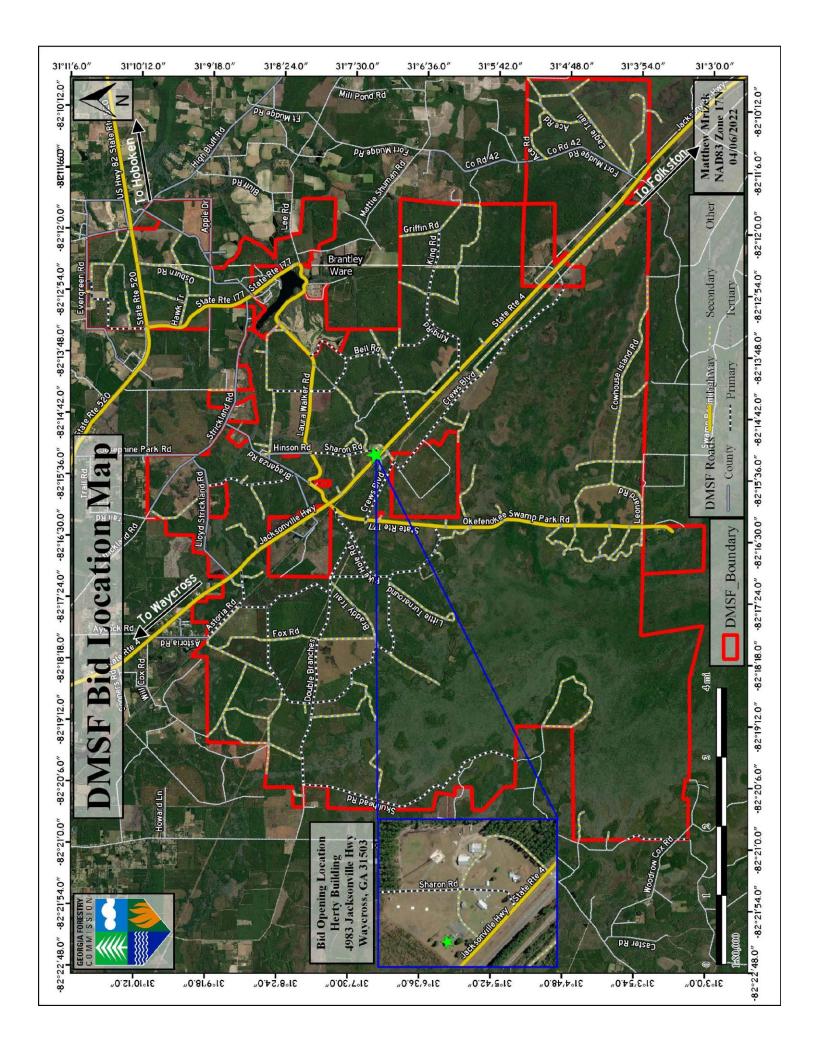
A sample contract, bid form and maps of sale area are included with this timber sale notice. **Notice: Be sure to read through the "Timber Harvest Contract."** The timber sale contract will terminate eighteen (18) months from the contract signing date. Contract signing will occur no later than thirty (30) days after bid opening. Additional road work that will be required must be approved by GFC and will be the buyer's responsibility. For questions regarding this sale, call Matthew Mrizek at 478-283-3881.

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

Sincerely,

Matthew Mrizek Staff Forester Dixon Memorial State Forest Georgia Registered Forester #3053 Mmrizek@gfc.state.ga.us (478) 283-3881





GEORGIA FORESTRY COMMISSION - TIMBER BID FORM Dixon Memorial State Forest FY24 Sale ID# 11547

COMPANY NAME:		FE	FED. ID # OR S.S. #:		
COMPANY REPRESEN	ITATIVE:	TE	LEPHONE #:		
DDRESS:					
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 Sawtimber					
Pine Poles					
Hardwood Pulpwood					

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 FORESTRY COMMISSION TIMBER HARVEST CONTRACT

FOR

STATE OWNED LANDS

Dixon Memorial State Forest FY24 #11547 Clearcut

STATE OF GEORGIA		
COUNTY OF	Ware & Brantley	

COUNTY OF Ware	e & Brantiey	
	FORESTRY COMMISSION, 56	NTRACT") is made and entered into by and 45 Riggins Mill Rd, Dry Branch, GA 31020,
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 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 207.69 acres, is located approximately ten (10) miles
 south east of Waycross, GA on the Georgia Forestry Commission's Dixon Memorial State
 Forest. The clear cut areas are bounded by three diagonal blue or yellow lines and hardwood
 swamps and bays. The specific sites are designated on the attached maps as Exhibits "B", "C",
 "D", "E", "F", "G", "H", "I", "J", "K", & "L" 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 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" 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:

Αg	grees to pay the SELLER at the rate of
1.	\$ per ton for pine pulp-wood (wood specs: _ inch minimum top, _ inch minimum butt, feet minimum length)
2.	\$ per ton for pine top-wood (wood specs: inch minimum top, inch minimum butt, feet minimum length)

Buyer's Initials	Seller's Initials
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3.	\$per ton for pine chip & saw (wood specs: inch minimum top, inch minimum butt, feet minimum length)		
4.	\$ per ton for pine saw-timber (wood specs: inch minimum top, inch minimum butt, feet minimum length)		
5.	\$ per ton for pine poles (wood specs: inch minimum top, inch minimum butt, feet minimum length)		
6. \$ 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: \$		
	1) If the estimated volume of timber, 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		

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 Forestry Commission, 5003 Jacksonville Hwy, Waycross, GA 31503, Attn: Matthew Mrizek. **Reference sale ID# 11547 on all checks.** The per-unit payments will be made weekly, unless otherwise authorized by the SELLER.

SELLER, and the 50% payment shall be refunded to the BUYER by the SELLER.

- 7. Agrees to pay the SELLER a performance bond equal to \$(10% of 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 expiration or earlier termination of this CONTRACT to inspect the property and account to the BUYER for any balance due it from the Performance Bond.
- 8. Agrees to harvest the entire sale area within eighteen (18) months of execution of this CONTRACT (the "CONTRACT PERIOD") unless wet weather prevents/delays harvest. If harvesting operations are delayed or suspended due to weather conditions, as determined by 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.
- 9. 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.
- 10. 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.
- 11. Will be responsible for construction and cost of necessary road work.
- 12. Will immediately notify SELLER of any wildfires and will reimburse the SELLER for all costs borne by

Buyer's Initials	Seller's Initials
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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.

- 13. 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 indemnity 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.
- 14. Will remove all garbage, used lubricant, fuel, fluids and their containers daily, as a result of the BUYER's work involving this CONTRACT.
- 15. Buyer agrees to attend pre-harvest mandatory meeting with SELLER on site prior to beginning of harvest operations.
- 16. Will give two (2) days' notice prior to commencing logging activity and prior to completion of harvesting and removal of logging equipment.

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 in writing by the SELLER.

Timber Harvest Specifications

- a. For detailed timber harvest specifications, see Exhibit "A" Timber Harvest Plan.
- b. All standing merchantable timber (pine and hardwood) within the designated areas shall be clear cut. Hardwoods four (4) inches in diameter breast height (DBH) and larger must be cut and taken off site or piled with other un-merchantable limbs and tops.
- 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, un-merchantable limbs and tops within the clear cut stand which do not meet specifications for chipping, will be left in manageable piles, as is within reason, to help facilitate future burning. Piles must be at a distance from standing trees so as not to cause damage to those trees when burned. Within the thinning stand, this harvest slash will be evenly distributed back within the stand.
- e. "Brows" or "Loading Decks" (locations proposed on Exhibits "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", & "L") 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. 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 forest product prices found in the latest edition of Timber Mart South 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

Buyer's Initials	Seller's Initials
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- 3. If either party fails to cure any breach (including, without limitation, failure to make a payment when due or adhere to BMPs) within 30 days after written notice, the other party may suspend performance or terminate the CONTRACT 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. Timber Harvest inspection form is attached as Exhibit "M".
- 5. The CONTRACT shall terminate when the BUYER receives a release of escrow letter from SELLER stating timber harvest activities are satisfactorily completed or eighteen (18) months from CONTRACT date, whichever first occurs, unless the CONTRACT is extended due to weather or the parties agree to an extension of time for removal of forest products covered under this CONTRACT.
- 6. No oral statement by any person shall be allowed to modify or change any written portion of this CONTRACT.
- 7. 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.
- 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. 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 20	s this	day of
WITNESS:	BUYER:	
	DATE:	
WITNESS:	SELLER:	
	DATE:	







Timber Harvest Plan Prepared by Matthew Mrizek, RF Georgia Forestry Commission

Timber Sale Name: DMSF FY23 #11547 Clearcut

Harvest Acreage: 207.69 Clearcut

Harvest Area Description:

This per ton timber harvest consists of a clearcut of approximately 207.69 acres of planted pine. The stands to be harvested have the following breakdown:

Clearcut (207.69 Acres):

Stand	Area (Acres)	Year Established	Species
7B3	23.96	1981	Slash Hi-Gum
8D	14.35	1981	Loblolly
11A2	19.67	1982	Loblolly
25A1	61.3	1972	Slash
25E	29.0	1980	Slash Hi-Gum
27E	10.24	1978	Slash
30C	3.36	1987	Slash
38D	28.85	1979	Slash Hi-Gum
39D2	6.67	1970	Slash
39E	10.29	1982	Loblolly

- Within the Clearcut area, all merchantable timber should be removed. The stand boundary is marked by roads and firebreaks. Boundary trees for the clearcut area is marked with blue or yellow paint with a "\\\" pattern and should be left unless they have an "X" on them.
- There is a very large remnant slash pine in 38D. Avoid harvesting or damaging the tree. It has been marked on 4 sides with 3 "\\\" lines. It also has large nail driven through it.
- Avoid dropping any tree or debris in firebreaks or roads.
- Skidding across roads should be avoided and should be preapproved by Dixon Memorial State Forest Personnel if deemed necessary.
- Rutting in the stands must be avoided.
- If healthy trees exist around gates, then leave them to block traffic from driving around.
- Do not skid down the Fiber Optic ROW. The Fiber Optic ROW can be used as a haul road only when dry. Rutting must be avoided to prevent damage to the fiber optic line.



Brian Kemp Governor

Tim Lowrimore Director/State Forester

Board of Commissioners:

Larry Spillers, Chairperson Roberta

Sandie Sparks, Vice Chairperson Ellijay

Ember Bentley

Macon Ben Gillis

Chad Nimmer Blackshear

Dublin

Robert Pollard Appling

Ken Sheppard Vidalia

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Streams & Wetlands

- Avoid crossing any streams unless approved by Dixon Memorial State Forest personnel.
- Appropriate SMZs should be left on all intermittent and perennial streams.
- There are numerous wet depressions throughout the stands where rutting should be avoided.

Logging Decks & Logging Slash

- Proposed log deck locations as indicated on sale maps are the preferred locations but deviation is allowed if approved by Dixon Memorial State Forest personnel.
- Log decks which are located adjacent to food plots should be placed within the stand but on the edge to extend the size of the food plot.
- Log decks should not be excessively large.
- Loggers are encouraged to use the minimum number of decks possible.
- Decks should be placed far enough off roads to avoid impacting roads.
- Do not trim trailers in the roads.
- All hardwoods with a DBH of 4" and larger should be cut and moved to the deck or taken off site.
- Logging slash should be moved into manageable piles at least 250 feet away from any standing timber, sale boundary, or property line so as to help facilitate future burning of these piles.
- Remove logging slash from roads and road ditches once a stand is harvested.

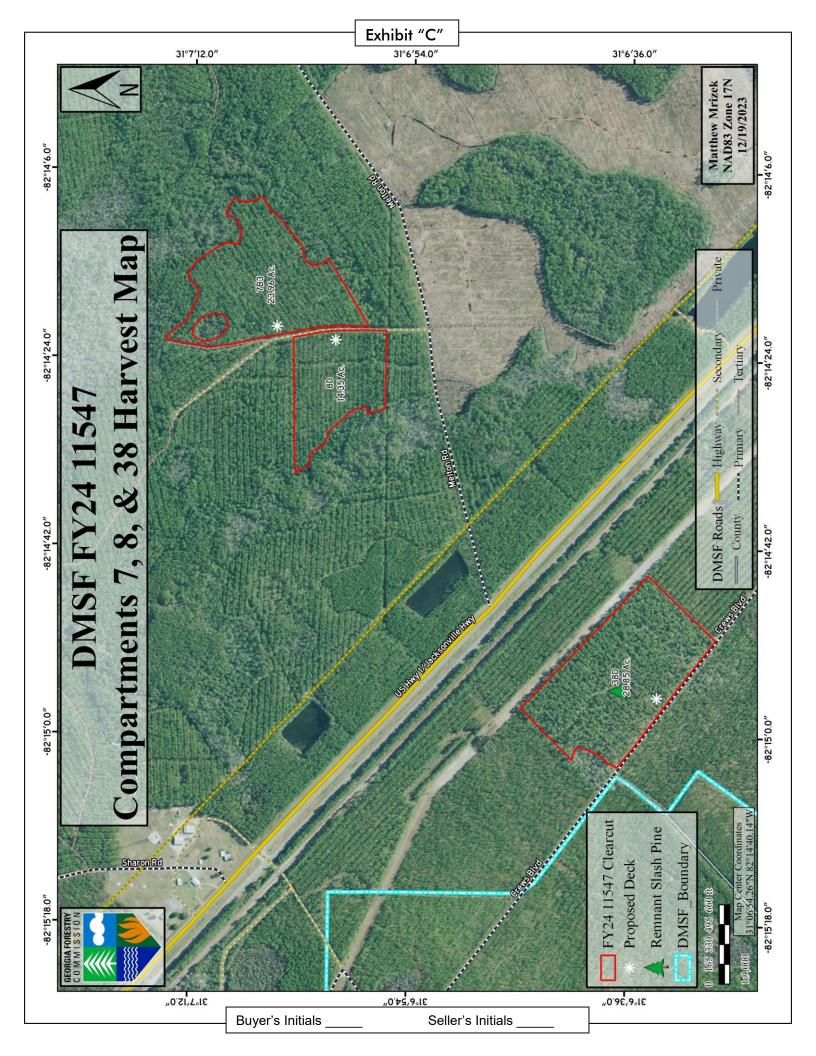
Roads

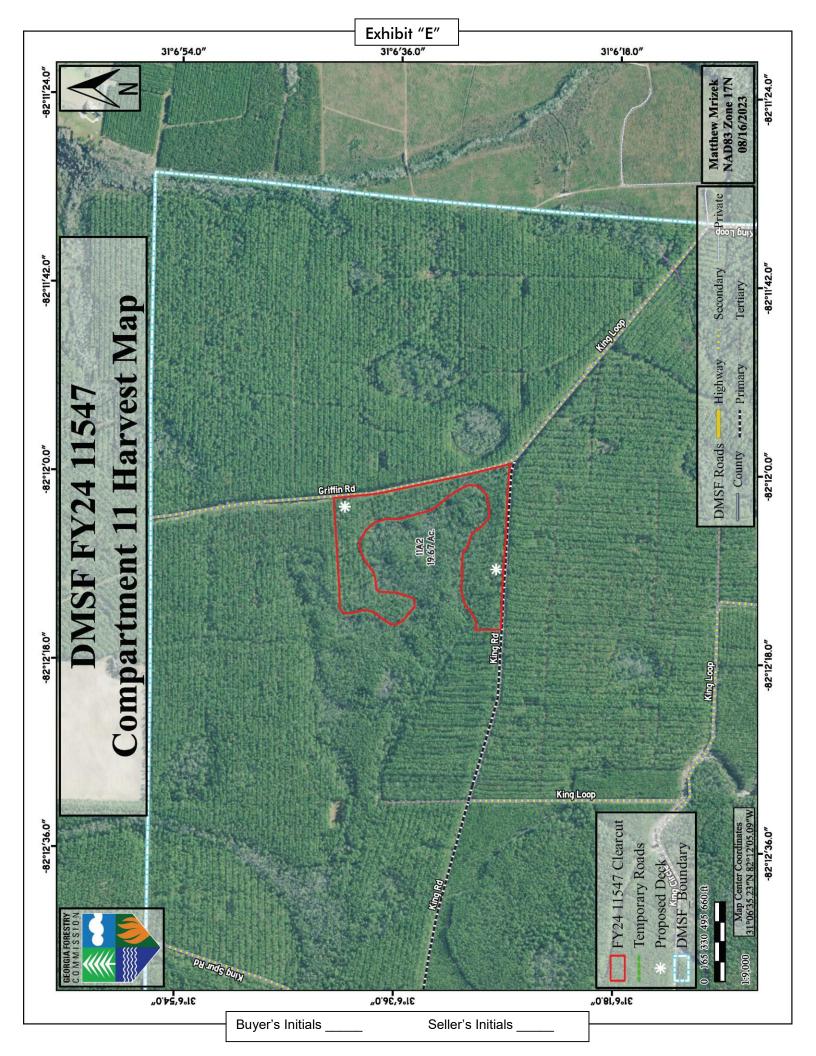
- Access to the stands can be gained through various state forest roads and county roads.
- Temporary road construction is allowed once approved by Dixon Memorial State Forest personnel and must adhere to BMPs.

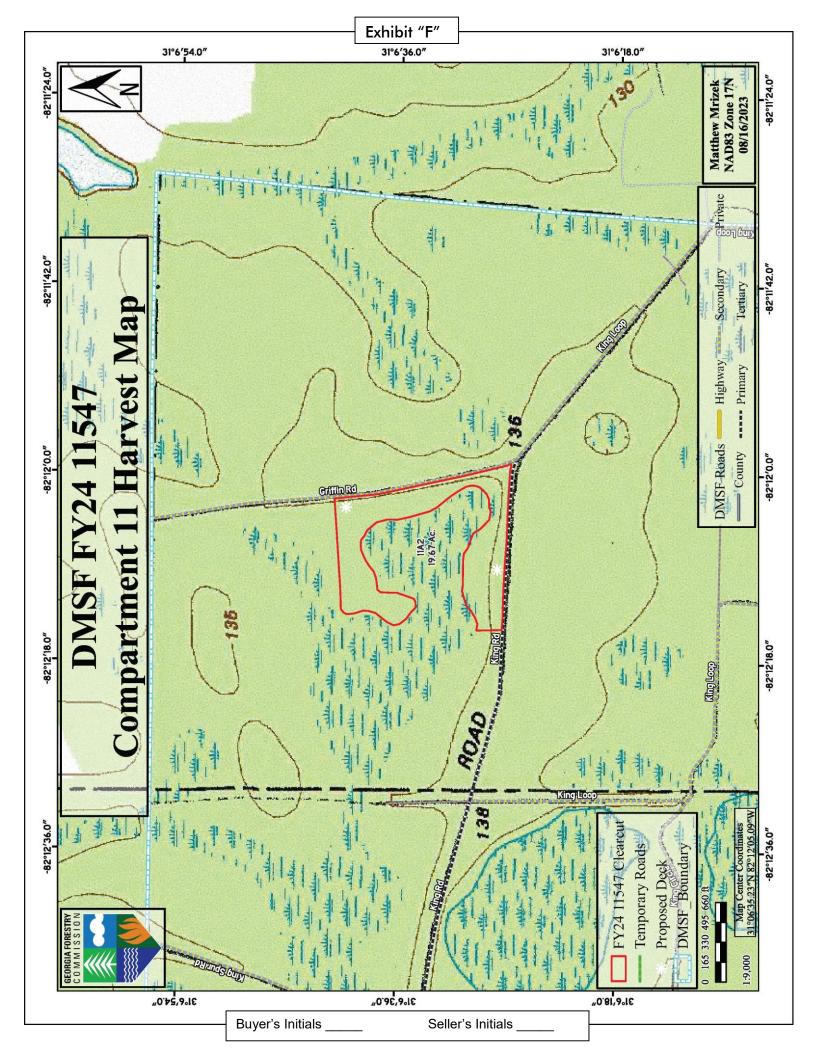
Maps

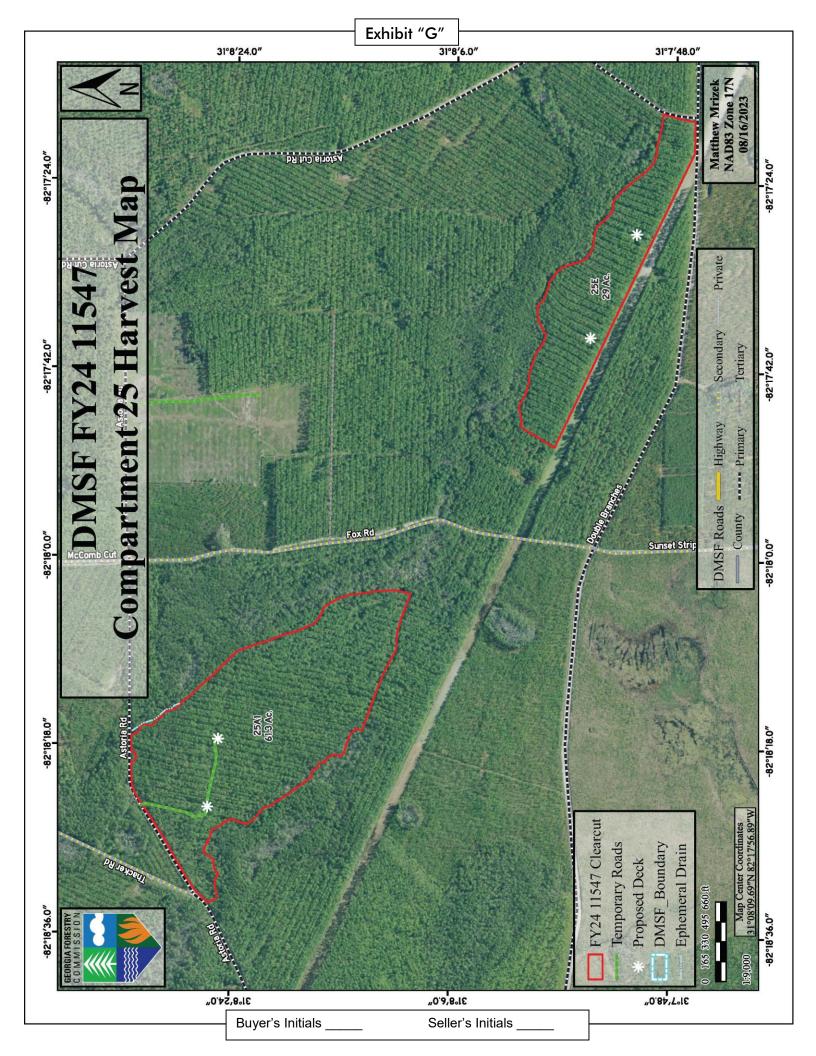
See attachments

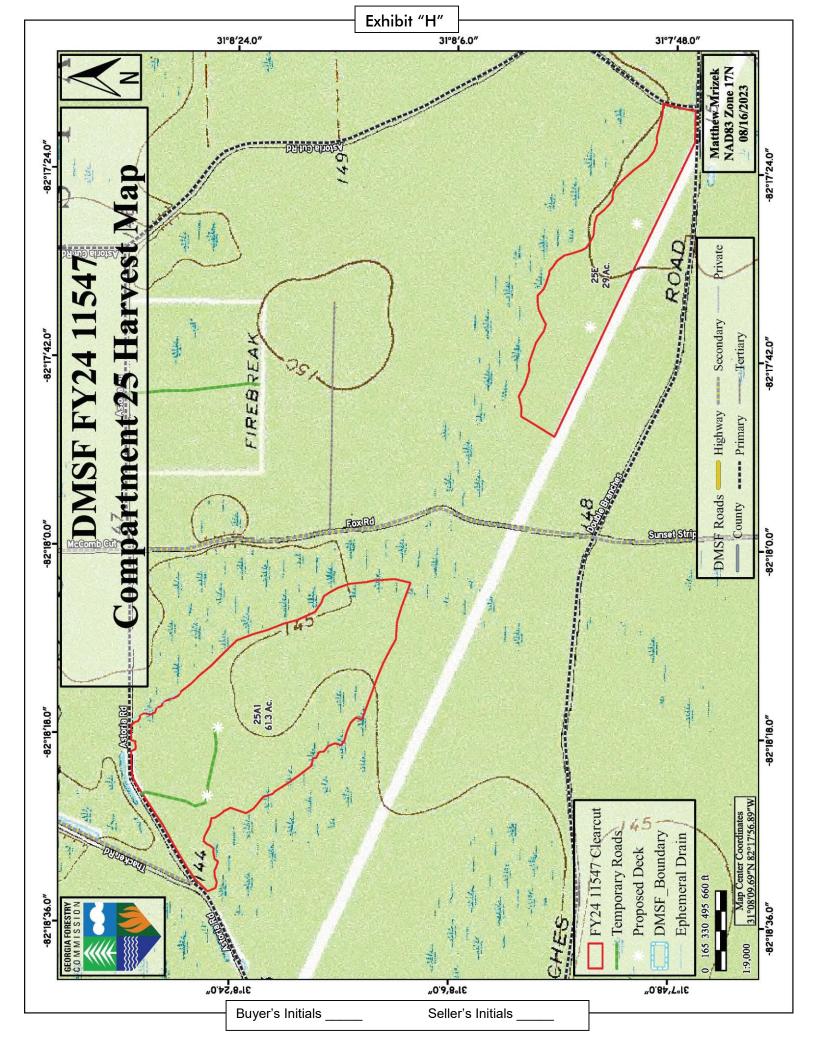
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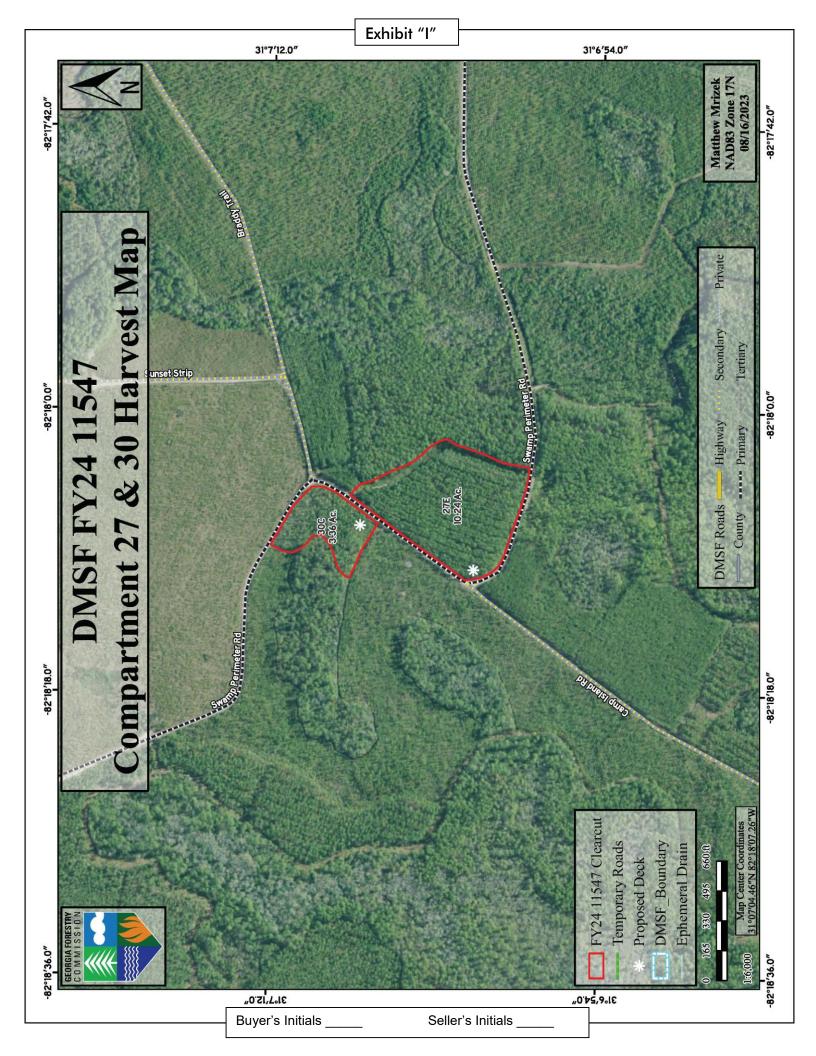


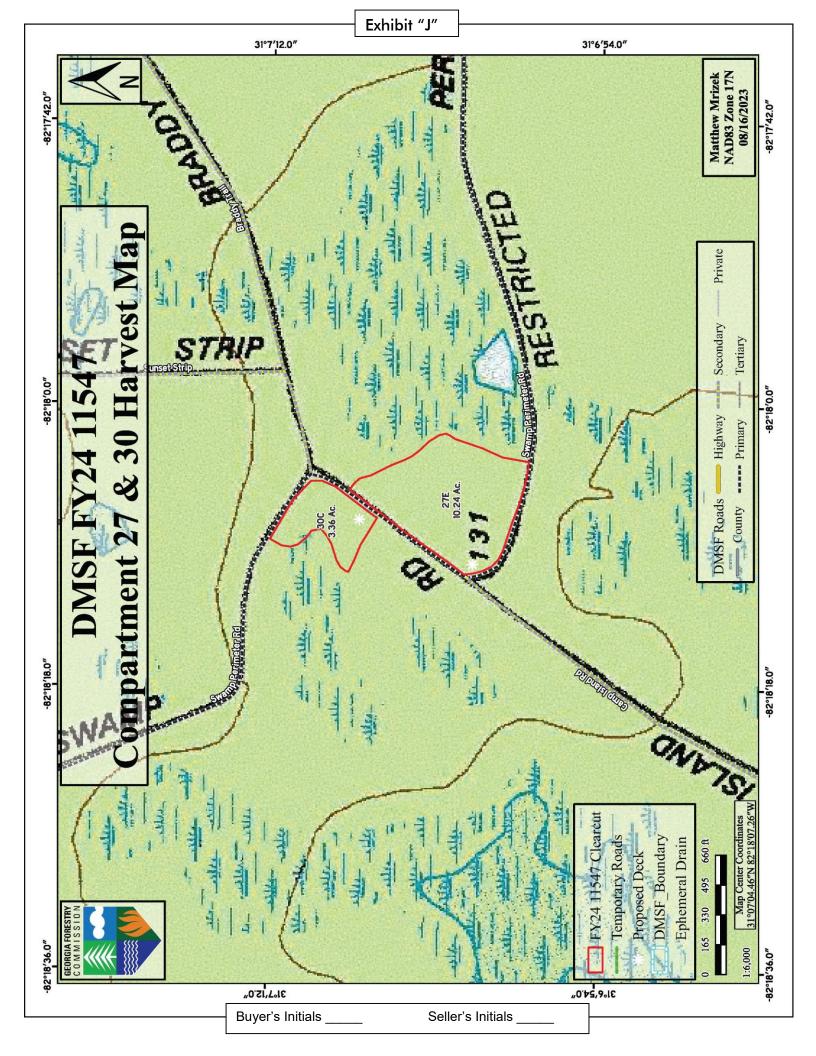


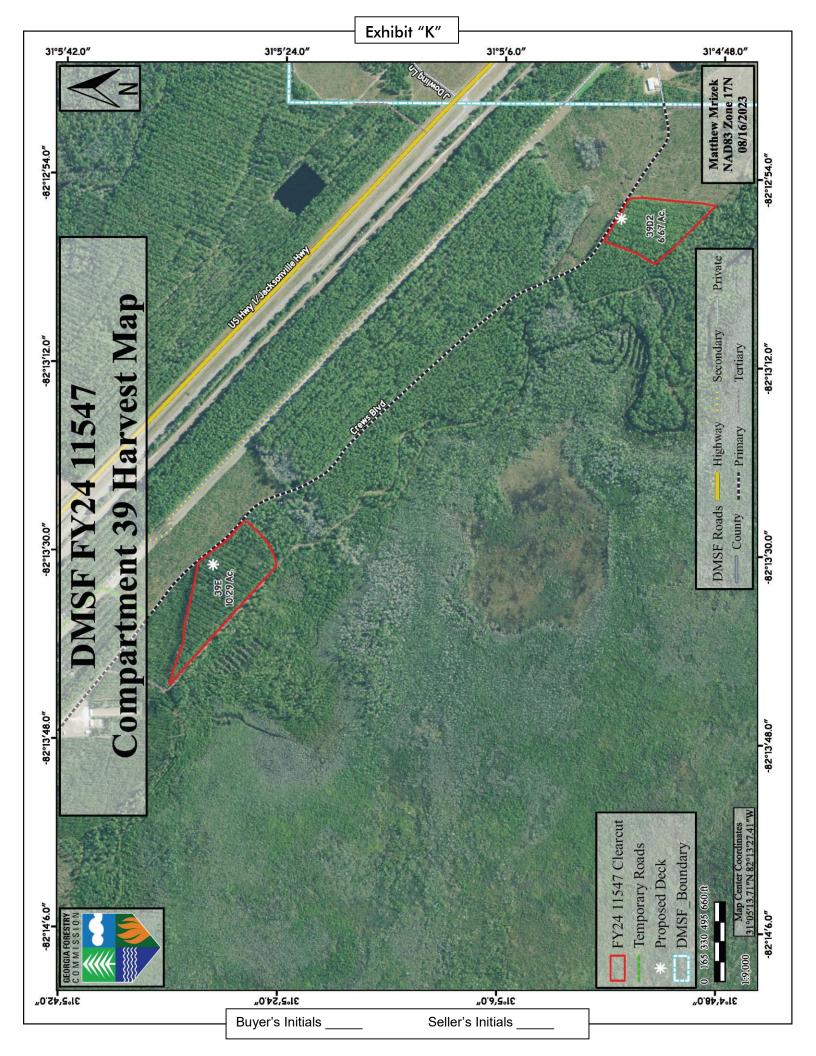












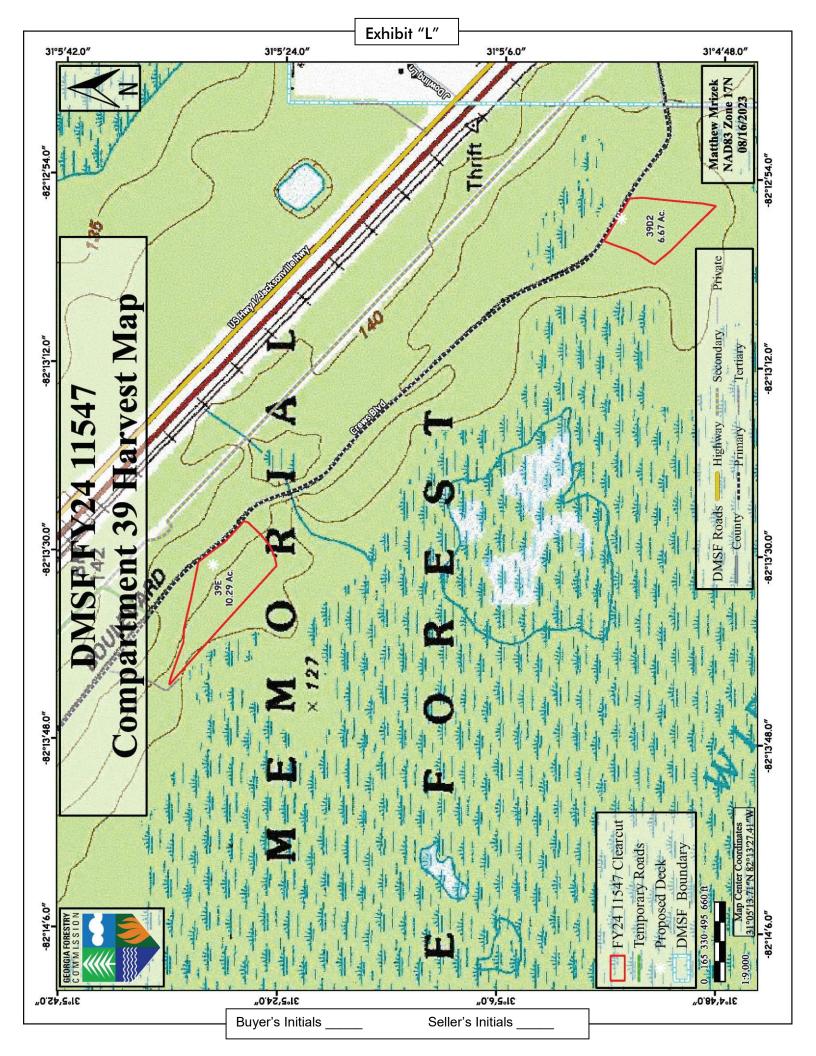




Exhibit "M"

DMSF Timber Harvest Inspection Form



Inspection Date:	Timber Sale ID: Harvest Type:		Compartment(s) & Stand ID(s):						
Logger Information	Current MTH?								
Logger Information Company Name:		Address:							
Phone #:									
Email:	City, State, Zip:								
Receiving Mills		Dates of Activity: to							
Receiving ivilis			N/A	Yes	No	Follow-Up	Date Completed		
A. <u>Safety</u>			IN/A	res	140	rollow-Op	Date Completed		
1. Operation being conducted in a sa	ofo mannor?								
	ile mainer:			· · · · · · · · · · · · · · · · · · ·	3	-			
B. Harvest									
1. Stump heights acceptable?		-							
2. Satisfactory separation, utilization, and trim of products?						-	-		
3. No excessive damage to residual trees?					2		:		
4. All designated trees cut?					s <u></u>				
5. Load tickets properly filled out, displayed, and documented?									
6. Harvest plan being followed?				()			<u> </u>		
C. <u>Roads</u>									
1. Entrance to public roads comply with county ordinances?									
2. Ditches, dips, and water diversions functioning?					·				
3. State and County roads free from mud and debris?									
4. Road shoulders undamaged by log	gging equipment	?							
Roads are properly maintained an	d stabilized?								
D. Streamside Management Zones									
1. Appropriate widths established al	ong all streams v	within harvest?							
2. Recommended BA maintained within SMZs?				-	s <u></u>	-	(2		
3. Streambank trees left unharvested?			—	_		-			
4. Streams free of sedimentation, tops, and debris?				7 5	1 11	 	-		
5. If harvesting within SMZ, soil disturbance is minimized?			_	-	×	-			
<u></u>				_					
E. Stream Crossings									
1. Number of stream crossings minimized?					-				
2. Skidder Fords and Dirt & Debris Crossings have been avoided?				2	-		-		
3. Culverts are properly installed and located?			—		_	-			
4. Approaches have been stabilized?				-	.——				
5. Temporary stream crossing removed if no longer in use?					·		(<u>* </u>		
F. Log Decks and Skidding									
 Chemical or petroleum product sp 						50	<u> </u>		
2. Garbage at deck and across site has been removed?					:				
3. Log decks adequately retired & stabilized where needed?			—				-		
4. Skid trails adequately retired & stabilized where needed?									
5. Excessive rutting has been avoided, especially on wetland sites?					-		9		
G. Comments									
Inspecting Forest Technician or Fore	ster:								
	Tri								
Contractor Signature:									

Seller's Initials _____

Buyer's Initials ____