



NOTICE OF DWR TIMBER SALE
(Pine Harvest Sale)

Bids will be received for the purchase of pine sawtimber and pulpwood designated for removal in a pine stand on the Doe Creek WMA located in Accomack County. Approximately 59 acres of Loblolly pine is to be complete harvested. A listing of block to be harvested with respective age and acreage is attached. Maps showing tract locations and access are also attached (A & B). Bids will be received by the Virginia Department of Wildlife Resources, Attention: **DWR Forester, 3801 John Tyler Memorial Hwy., Charles City, VA 23030**, at any point until 11:00 a.m. July 11, 2023 at which time all bids shall close. Bids may also be emailed to the following address: timbersales@dwr.virginia.gov at any point prior to the due date. At the date & time stated all bids received will be evaluated and awarded to the Purchaser with the overall highest total bid for the various products offered.

Site Visit: Visit the site at your own convenience or call for an appointment. Go to [Wildlife Management Areas \(WMAs\) | Virginia DWR](#). Open the link and go to Doe Creek WMA and click on Driving Directions.

Regeneration Units - All trees 2 inches in diameter at breast height (DBH) and larger shall be felled within the cutting boundaries.

The timber sale boundaries are defined on the attached maps and will be marked with flagging, roads or blue paint marked trees. Ingress and egress shall be only through access roads shown on the maps or mutually agreed upon. All logging activity will be confined within the sale area and any logging debris accumulated outside the area or within reserve strips, if applicable, must be pulled within the sale area. Logging slash will be removed from the major forest access roads and man-made drainages. Stump height shall approach ground level and must not exceed 10 inches above mineral soil.

The approximate volume to be sold is listed below.

The following volumes are only estimates and not guaranteed. Each bidder is encouraged to use their own cruise data to compute bids.

Pine Pulpwood	4,232 Tons
Pine Sawtimber	2,190 Tons

Payment for purchased timber shall be on the basis of actual volume removed as evidenced by individual load tickets or similar documentation. Volume documentation and stumpage checks will be submitted to the Virginia Department of Wildlife Resources on a weekly basis. All bids will be submitted on a stumpage price per ton of mixed pine sawtimber and pine pulpwood. The written bid must be quoted to two decimal places \$0.00/ton to minimize the chance of duplicate bids. **The timber sale shall be awarded to the purchaser submitting the highest combined bid per ton for pine sawtimber and pine pulpwood after being computed against the estimated removal volume.**

Hypothetical Bid	Estimated Volume to be Harvested*	Bid Computation
Pine Pulp: \$6/ton	4,232 tons	\$6.00/ton x 4,232 tons = \$25,392.00
Pine Sawtimber: \$15.00/ton	2,190 - tons	\$15.00/ton x 2,190 tons = \$32,850.00
Total Combined Bid		\$58,242.00

*Conversion factors for this sale will be set at: 1,000 bd.ft.(Doyle) of pine sawtimber = 8 tons and 1 cord of pine pulpwood = 2.59 tons.

For example:

Deposits are no longer required with a timber sale bid. Only the winning bidder will be required to submit a deposit.

The Purchaser will be required to make a **down payment of \$5,000.00** within ten (10) business days of the bid date. Stumpage harvested will be paid weekly and payments shall be based on actual documented volumes removed and submitted weekly to the DWR. This money will go toward payment as the timber is being harvested. Once this amount has been harvested, then stumpage will be paid weekly to the Treasurer of Virginia as the cutting continues. Payments for purchased timber shall be based on actual volume removed as evidenced by individual load tickets, mill tickets, or similar documentation. Volume documentation and stumpage checks will be submitted to the **DWR** on a weekly basis throughout the entirety of the harvest. Stumpage payments will be paid in full weekly to **“Treasurer of Virginia”** and submitted to Kent Burtner, DWR Forester, P.O. Box 996, Verona, VA 24482.

The successful bidder will be required to purchase and place a minimum of 100 tons of stone.

INSTRUCTIONS

1. Be sure to enter your complete and correct address.
2. All bids will be on the basis of price quotes per ton (\$0.00/ton) for pine sawtimber and pine pulpwood. Carry all bid quotations to two decimal places. Approximately 2,190 tons of pine sawtimber and 4,232 tons of pine pulpwood are to be harvested. The Department reserves the right to reject any and all bids.
3. Deliver or mail your bid marked as follows: “Bid for Timber Sale on the Doe Creek WMA DUE by: July 11, 2023 at 11:00 a.m.” Please write your name on the envelope if dropping off or mailing, “Bid Proposed by: _____ (Name).”
4. If mailing or dropping off, enclose any sealed envelope in your envelope addressed to the Virginia Department of Wildlife Resources, Attention: **DWR Forester, 3801 John Tyler Memorial Hwy., Charles City, VA 23030.** If emailing bids send the bid form to the following email address timbersales@dwr.virginia.gov. **All emailed bids must have the following in the subject line “Timber Sale Title with due date & time”.**
5. Be sure your bid is signed, delivered, emailed, or mailed in time to reach Charles City well before 11:00 am. on July 11, 2023. **NO LATE BID WILL BE ACCEPTED.**
6. A copy of the sale prospectus can be found on the Virginia Department of Wildlife Resources website at <https://dwr.virginia.gov/forms>, look under “other forms” or by calling Kent Burtner, DWR Forester at (434) 981-6643.



PINE THINNING: Located in Accomack County, Virginia. One (1) block is to be complete harvested for a total harvest acreage of 59 acres. A listing of the block to be harvested and acreage involved is attached (**A & B**). Maps showing locations and access are also attached. DWR personnel will take prospective Purchasers to the harvest area if requested.

Date _____, 20 _____

I _____, of _____,
(NAME) (RURAL/PO BOX, CITY)

Virginia, _____ [Phone Number: (____) _____ - _____] hereby offer to purchase the timber designated for
(ZIP CODE)

removal in a pine plantation complete harvest on the above defined portions of the Doe Creek WMA. I understand that the bid quotation below is for competitive selection of a contractor to perform needed harvesting work and that said bid / offer price is firm for the duration of the contract. The Purchaser will be required to make a down payment of **\$5,000.00** within ten (10) business days of the bid date. This money will go toward payment as the timber is being harvested. Once this amount has been harvested, then stumpage will be paid weekly to the Treasurer of Virginia as the cutting continues. I understand that stumpage payments shall be based on actual documented volumes removed and submitted weekly to the DWR forester. the bid I wish to submit for consideration is:

Pine Pulpwood Bid \$ _____/ton enter bid	4,232 tons	Bid Computation \$ _____
Pine Pulpwood Bid \$ _____/ton enter bid	2,190 tons	Bid Computation \$ _____
	Total Combined Bid:	\$ _____ enter bid

I agree that the awarding of said contract shall be to the Purchaser submitting the highest combined bid per ton for pine sawtimber and pine pulpwood. The conversion factor for this contract will be one cord pine pulpwood equals 2.59 tons and 8 tons per MBF. In case of identical bids, final determination will be by drawing restricted to those parties of identical bids. I also understand that the Department of Wildlife Resources reserves the right to reject any and all bids. If this bid is accepted, I agree to pay the \$5,000.00 timber sale deposit for the offered timber within ten (10) business days of the bid acceptance date. I have read the sample contract to be signed if my bid is accepted.

Furthermore, I agree to pay the DWR \$3.00/ton for hardwood pulpwood on a weekly basis as cut and documented by load records. I have read the sample of a contract to be signed if my bid is accepted.

A purchaser is in default if his bid is accepted and he / she fails to abide by his / her agreement to purchase the timber as offered. Debarment, suspension or rejection of future bids by the Department may result from such default.

Signature _____

Name (Typed or Printed)

Send to: DWR Forester, 3801 John Tyler Memorial Hwy., Charles City, VA 23030.



TIMBER SALE CONTRACT

(Pine Harvest Sale)

THIS CONTRACT made and entered into this 11th day of July, 2023, by and between the Commonwealth of Virginia, Department of Wildlife Resources hereinafter called the **Department**, and _____, of _____, **Virginia**, _____ hereinafter called the **Purchaser**.

WITNESSETH THAT:

ARTICLE I

- (1) The Department agrees to sell and the Purchaser agrees to buy all the standing timber (mostly loblolly pine) designated for harvest within 59 acres of pine plantations prescribed for complete harvest. All merchantable timber is scheduled for cutting under this contract and shall be utilized to acceptable merchantable limits specified in Article III below. See attached map for harvest location and consult Virginia highway map. The volume is estimated to be approximately 2,190 tons of pine sawtimber, 4,232 tons of pine pulpwood. Stumpage payment shall be rendered on the actual and documented volume removed. **Stumpage checks made payable to the Treasurer of Virginia** will be submitted once weekly and sent to Kent Burtner, DWR Forester, P.O. Box 996, Verona, VA, 24482. Documentation of loads (wt. or volume records) will accompany all stumpage checks. The timber sold in this harvest unit consists chiefly of loblolly pine.
- (2) The Department guarantees the title to said timber and to defend it against any and all claims for taxes, mortgages or other legitimate encumbrances at its own expense. However, title to all forest products shall remain with the Department until payment has been made in full based on measured or weighed volume for products removed on a weekly basis.
- (3) The Department hereby expressly grants to the Purchaser the right of ingress and egress across and upon the sale area.
- (4) The "**Notice of DWR Timber Sale**" for bid proposal document is part of this contract.

ARTICLE II

- (1) The Purchaser agrees to pay the Department a price of \$_____ **per ton** pine sawtimber and \$_____ **per ton** for pine pulpwood, and **\$3.00 per ton** for hardwood pulpwood for timber harvested under this contract. Payments for purchased timber shall be on the basis of actual volume removed as evidenced by individual load tickets, mill tickets, or similar documentation. Volume documentation will be submitted weekly throughout the entirety of the harvest. A down payment of **\$5,000.00** is due and payable within ten (10) business days from the date hereof. This money will go toward payment as the timber is being harvested. Once this amount has been harvested, then stumpage will be paid weekly to "**Treasurer of Virginia**," as cutting continues. No timber shall be cut, nor shall this contract be deemed to be in effect, until the down payment has been made in full.
- (2) The boundaries of the sale areas, or any harvest unit thereof, shown on the attached map (see Attachment A for units identified and acres, Attachment B for a harvest area map) that is made a part hereof, and where designated on the ground by the Department and approved to meet the anticipated needs of the parties. Approximate acreages stated by sale area or unit but not guaranteed. Also shown on attached map (Attachment A), stream courses / equipment exclusion zones identified that may require various limits of care that have been identified and marked on the ground, and other sensitive areas (if any) that might require limits of care. Sale Unit boundaries are designated by blue paint marks, flagging or roads.
- (3) The Purchaser agrees to notify the DWR office at 540-248-9360 or the DWR Forester 434-981-6643 at least **three (3)** business days prior to the commencement of harvest activities.
- (4) Unless a written extension of time is granted by the Department or barring forfeiture of cutting rights for noncompliance of contract provisions, all stumpage sold hereunder shall be removed on or before **July 11, 2024**.

- (5) The Department reserves the right to inspect any and all contractors and subcontractors operations at any time.
- (6) Independent Contractor: The Purchaser, his employees and agents are not to be, at any time, considered servants, agents, or employees of the Commonwealth of Virginia, nor of any department or division thereof, but instead are considered to be independent contractors.
- (7) Purchaser also agrees to comply with all laws, rules and/or regulations applicable to the safe performance of such work, including without limiting the generality of the foregoing, Public Law 91-596, Title, "Occupational Safety and Health Act of 1970."

ARTICLE III

- (1) Timber harvested hereunder shall be felled, skidded and concentrated in such manner as to cause the least possible waste and a minimum of damage to designated crop trees, streams, creeks, springs and soils.
 - (a) Excessive damage to crop trees (more than 10% of residual stems with bark damage) as a result of the harvest operation will be assessed a penalty of three times the stumpage rate of this contract.
 - (b) All trees sold hereunder shall be utilized as low in diameter in the tops as may be practical. Volume to remove from the entire sale area estimated at 273.7 MBF (Doyle), and 4,232 Tons of pulpwood, **but such volume is estimated and not guaranteed.**
 - (c) Other than crop trees, all timber shall be cut and utilized to the greatest extent feasible, practical and commercially marketable, unless otherwise specified by the Department.
 - (d) Stumps shall be cut in such manner as to cause the least possible waste and not higher than **10** inches above ground level.
 - (e) Standing dead trees shall be left to improve post-harvest wildlife habitat when safe to do so.
 - (f) All trees sold hereunder shall be utilized as low in diameter in the tops as may be practical and commercially standardized.
 - (g) All trees shall be felled within the cutting boundaries. Logging debris accumulated outside the harvest area shall be pulled back within the sale area and dispersed unless otherwise specified by the DWR Forester. Logging slash will be removed from the major forest roads and man-made drainages.
 - (h) The location of decks, landings, and trailer staging areas will be approved by the DWR Forester. Where practical loading decks will be not be located immediately adjacent to state-maintained highways and will be kept to a minimum size.
 - (i) No trees, laps or logging debris will be left in streams, creeks, or springs.
 - (j) The Purchaser and the Department shall mutually lay out the designated system of skidding trails and stream crossings over which the timber sold hereunder shall be removed and all skidding and assembling activities will be confined to these trails.
 - (k) The Department and the Purchaser shall mutually agree to postpone logging activities during such time as these activities would result in detrimental consequences to forest soils during prolonged periods of inclement weather.
 - (l) All prehistoric caves, sensitive areas, endangered species, and historic areas excluded from ground disturbance when identified. Any discovery by the purchaser of additional areas, resources, species, or members of species needing special protection promptly reported to the Department and the purchaser shall immediately suspend operations within the area discovered. Any trees not allowed felled into any areas identified. If additional areas needing special measures for protection are discovered after the contract is signed those measures will/may be revised or newly prescribed in which case timber volumes and values may be adjusted based upon the timber contracted values and volumes by product. Any discovery by the Purchaser of additional areas, resources, species, or members of species needing special protection will be promptly reported to the Department.

- (m) Purchaser shall use reasonable efforts to not leave trash, bottles, cans, or other debris on the Sale Area during or after harvesting, In the event Purchaser leaves such debris the Department shall provide written notice of the condition and allow Purchaser fifteen (15) business days from the date of notification to rectify the area. If Purchaser declines or fails to remove such debris in a timely manner the Department shall have the right to hire a contractor to remove such debris at the Purchaser's sole cost and expense.
 - (n) Purchaser shall maintain roads, commensurate with Purchaser's use. **Purchaser shall place or spread up to 75 tons of stone as needed to meet BMP standards.**
 - (o) Fences damaged (if any) by the Purchaser's operations shall be repaired including any fence section removed to facilitate the removal of trees harvested. No piling of slash adjacent to fences or property lines.
 - (p) In the event the included timber to which the Department holds title to is destroyed, the Department shall make an appraisal to determine for each product/species the difference between the appraised value immediately prior to the loss and the appraised value after the loss. The Purchaser shall not be obligated to accept and pay for timber that is destroyed or damaged except through written agreement. Damages to timber would include events such as fire, wind, flood, or similar cause but does not include damage caused by the Purchaser's operations or those of any subcontractor.
- (2) Sawtimber, pulpwood or other products produced by the Purchaser from standing trees shall be removed in such a manner as to cause the least possible damage to the existing main haul roads and no public hazard at entrance ways to primary and secondary Virginia highways.
- (a) Access to the harvest areas are adequate and main hauls will be confined to this system for all personnel, materials and logging equipment including transport trucks necessary for the removal of said timber; the right to designate or approve the location of any new road across DWR land is specifically reserved by the DWR Forester.
 - (b) All such new roads with the exception of skidding trails constructed by the Purchaser and all existing roads shall be left in passable condition (usable by pickup truck) during and upon completion of this contract. Roads shall be left in the same or better condition as prior to harvesting.
 - (c) The Purchaser shall comply with the Water Quality and BMP standards listed in the "Virginia's Forestry Best Management Practices for Water Quality, Fifth Edition" issued by the Virginia Department of Wildlife Resources. The Department reserves specifically the right to request corrective action of the Purchaser in maintenance of any road, culvert pipes, water bars, side ditches and lead-off ditches where destructive action of the Purchaser has contributed to a BMP or Water Quality problem.
 - (d) ***The purchaser shall comply with all Virginia Department of Transportation regulations and obtain all required permits for temporary logging entrances.*** The Purchaser shall guard against the unnecessary transfer of mud and debris by vehicle onto the public highway system of the Commonwealth of Virginia, whereby the same poses a threat to public safety. Furthermore, the Purchaser assumes the responsibilities for the preventive and/or corrective action necessary to eliminate this source of hazard should the problem develop.
 - (e) The Purchaser will assume the responsibility for stabilizing against erosion on used forest roads and trails according to the Water Quality BMP Handbook.
 - (f) All logging operators on DWR lands must be trained and certified under their respective state's professional logger program such as Virginia's SHARP Logger Program.
 - (g) The Purchaser agrees to exercise the utmost care and caution to prevent the inception and spread of forest fires on the area for sale and on adjoining areas. The Purchaser further agrees to observe and comply with all the forest fire laws of the State of Virginia which may be applicable. The Purchaser will be held liable for costs associated with controlling any fire caused by the harvest operation or for fire damage to residual trees and adjacent forest stands. Purchaser also agrees to report all fires immediately. Effective muffler systems installed by the manufacturer as standard equipment shall be maintained on exhausts of trucks, power saws and other internal combustion engines used in the Purchaser's Operations. When local fire weather conditions are

becoming critical, the Purchaser shall keep with gasoline chain saws at all times 1) a fire extinguisher (A: B:C Dry Chemical, 5 lb. min.); and 2) a Standard Grade Round point Long-handled shovel (48" min.), and/or a Standard Grade Long-handled Fire Rake (48" min.) and take precautionary measures requested by the Department.

- (h) If Purchaser maintains storage for oil, gas, or oil products on the harvest area, Purchaser shall take appropriate preventive measures to ensure that any spill of such oil, gas, or oil products does not enter any stream or other water of the Commonwealth. Purchaser shall notify the Department's forester of all releases of hazardous substances on or in the vicinity of the harvest area caused by the Purchaser and/or the Purchaser's employees, agents, subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's operations.
- (i) So far as practicable, the Purchaser shall protect specified roads and other improvements (such as State or Private roads, trails, telephone lines, ditches, fences, and culverts), along with any improvements not owned by the Department. Purchaser shall protect all known survey monuments, witness corners, reference monuments, signs, and bearing trees. Any damage to specified roads or other improvements shall be repaired and / or replaced by the Purchaser and at their cost.

ARTICLE IV

- (1) The Department reserves the right to postpone timber removal under terms of this contract for gross noncompliance with the agreed upon provisions herein, to the extent, however, that in case of dispute over the terms of this agreement, the Department and the Purchaser agree to accept the decision of an arbitration board of three selected persons. Each of the contracting persons will select one person and the two selected will select a third to form this board. In the event a satisfactory decision is not reached, appeal to the local Circuit Court is available.
- (2) Applicable Laws and Courts: This resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Purchaser are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). The Purchaser shall comply with all applicable federal, state and local laws, rules and regulations.
- (3) MINIMUM INSURANCE COVERAGE AND LIMITS REQUIRED BY PURCHASER OR THEIR CONTRACTORS:
 - a) Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Purchasers or their contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 - b) Employer's Liability - \$100,000.
 - c) Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
 - d) Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Purchaser must assure that the required coverage is maintained by them or its' Contractor (or third-party owner of such motor vehicle.))

ARTICLE V

- (1) The Purchaser's signature on the face of this contract certifies that this contract is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same material and is in all respects, fair and without collusion or fraud. The Purchaser understands that collusive bidding is a violation of the Virginia Governmental Fraud Act and federal law and can result in fines, prison sentences, and civil damage awards. The

Purchaser agrees to abide by all conditions of this contract. The Purchaser understands that collusive bidding is a violation of the Virginia Governmental Fraud Act – Section 18.2-498.1 and federal law and can result in fines, prison sentences, and civil damage awards.

- (2) The Purchaser, and all solicitations and advertisements for employees placed by or on behalf of the Purchaser, will state that such Purchaser is an equal opportunity employer.
 - (a) The Purchaser will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bonafide occupational qualification reasonably necessary to the normal operation of the Purchaser.
 - (b) The Purchaser agrees to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause.
- (3) **DRUG FREE WORKPLACE:** The Purchaser acknowledges and certifies that it understands that the following acts by the Purchaser, its employees, and/or agents performing services on state property are prohibited:
 - (a) The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - (b) Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Purchaser further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.
- (4) The Purchaser certifies and warrants that by his signature on the face of this contract he has neither offered nor received any kickbacks from any other bidder in connection with his bid on this solicitation. A kickback is defined as an inducement for the award of a contract, in the form of any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged. Further, no person shall demand or receive any payment, loan subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.
- (5) No bidder shall confer on any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.
- (6) Indemnification: Purchaser agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its agencies, its officers, agents, and employees from any claims, damages and actions of any kind or nature, by Purchaser or by third parties, whether at law or in equity, arising from or caused by the Purchaser's or its' Contractor's performance under any contract awarded hereunder, included but limited to claims arising as the result of the use of materials, goods, equipment or services furnished by Purchaser thereunder
- (7) This contract may not be assigned, sublet, or transferred without the written consent of the Department.

PURCHASER

TELEPHONE NUMBER

Approved under the above conditions _____, 20____

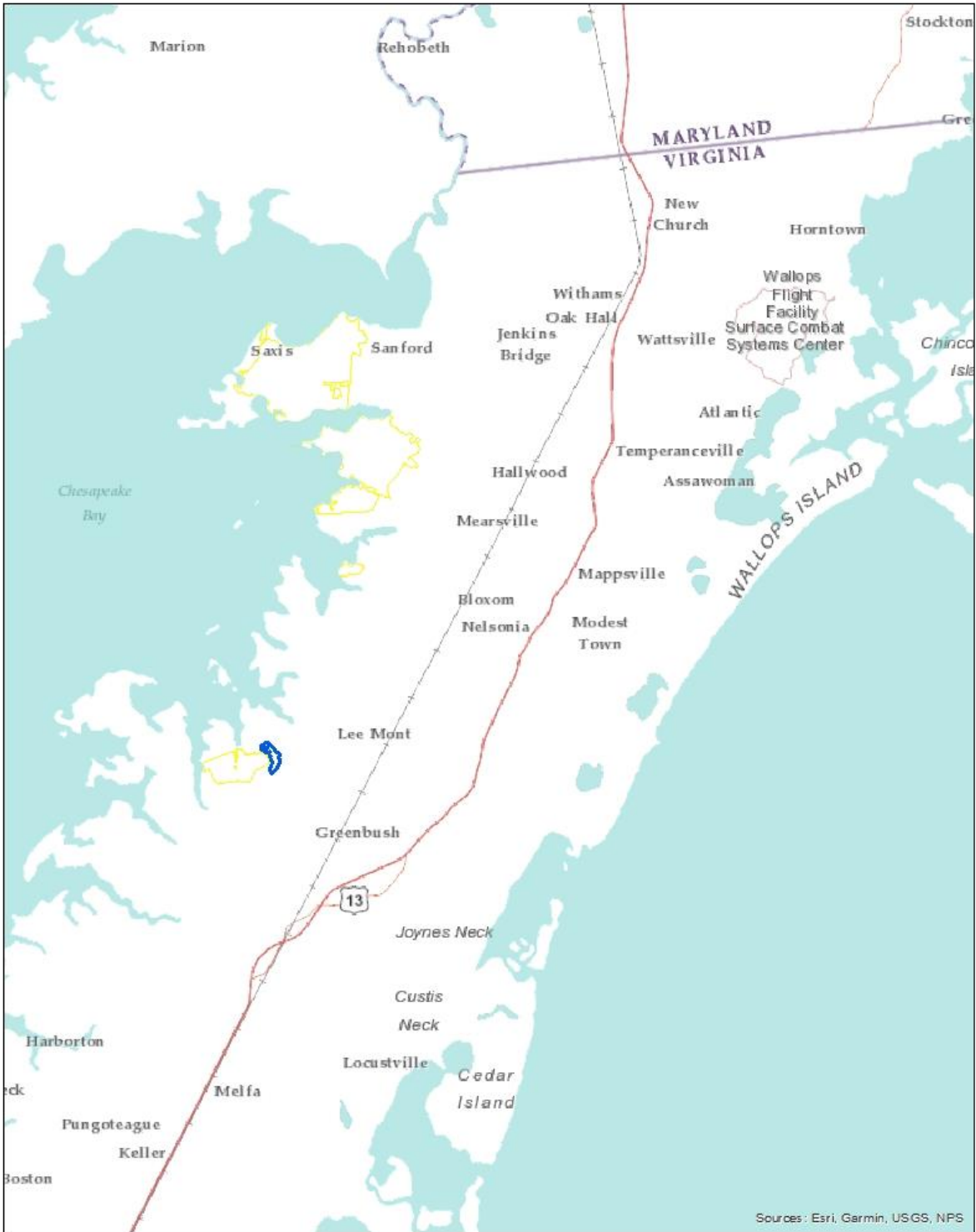
DWR FORESTER

Loblolly Pine
Sawtimber

DBH				
10	-		-	
12	120,318		963	
14	115,228		922	
16	33,369		267	
18	4,825		39	
	273,741	BF/Doyle	2,190	TONS



Attachment A
Sale Area Map



Attachment B
General Location Map