

LANDS END WILDLIFE MANAGEMENT AREA
LEWMAFY25-42
NOTICE OF TIMBER SALE
(Mixed Hardwood Regeneration Harvest)

The Virginia Department of Wildlife Resources (DWR) is offering a mixed hardwood complete harvest and shelterwood for sale. Sealed bids will be received for the purchase of **SFI certified** pulpwood and sawtimber designated for removal on the Lands End Wildlife Management Area located in King George County. Four (4) units are to be harvested to make a total harvest acreage of 26.5. Maps showing tract locations and access are attached. Bids will be received by the Virginia Department of Wildlife Resources, Attention: **DWR Forester, 517 Lee Highway, Verona, VA 24482**, at any point until 11:00 a.m., December 10, 2024 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.

The timber sale boundaries are defined with **Orange** paint stripes or roads. Leave trees in Shelterwood unit are marked with **Blue** paint stripes. Ingress and egress shall be only through access roads shown on the maps or mutually agreed upon. Logging operators must be certified as a **SHARP LOGGER** or equivalent. All logging activity will be confined within the sale area and any logging debris accumulated outside the area must be pulled within the sale area. Logging slash will be distributed throughout the stands and removed from the major forest access roads. Stump height shall approach ground level and must not exceed ten inches above mineral soil.

Site Visit: The timber sale is located off of Salem Church Road 10 miles SE of King George courthouse in King George County, Virginia (see attached map). Visit the site at your convenience or call for an appointment.

The approximate volume of sawtimber and pulpwood to be harvested is listed below:

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

Hardwood Pulpwood	1116 tons
Hardwood Sawtimber	260,167 BF

All bids will be on a lump sum basis for the timber offered. No bids on a log scale or mill tally basis will be considered. **Deposits are no longer required with a timber sale bid. Only the winning bidder will be required to submit a deposit.** A fifteen per cent (15%) deposit will be required when the signed contracts are returned. The initial down payment of 15% will go toward payment of the timber to be harvested. The Purchaser agrees to pay the Department of Wildlife Resources for all timber sold hereunder. The balance of said amount shall be due as follows: 25% of the purchase price to be paid on June 10, 2025 or when the harvest begins, whichever occurs first, the next payment of 30% of purchase price shall be due on September 10, 2025 or when ¼ of the stumpage has been cut, whichever occurs first, and the final 30% of purchase price is due on December 10, 2025 or when ½ of the stumpage has been cut, whichever occurs first. The deposit must be in the form of a check made payable to the **Treasurer of Virginia**.

All bids will be submitted on a lump sum basis. The written bid must be quoted to two decimal places to minimize the chance of duplicate bids. **The timber sale shall be awarded to the purchaser submitting the highest bid.**

A drawing will be held to break tie bids. The Virginia Department of Wildlife Resources reserves the right to reject any and all bids.

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

QUESTIONS REGARDING THIS BID SOLICITATION MAY BE DIRECTED TO:

Kent Burtner	Telephone: (O)540-248-9383 (C) 434-981-6643
Curtis Chandler	Telephone: (O)5402489383 (C)540-810-6038

INSTRUCTIONS

1. Be sure to enter your complete and correct address.
2. All bids will be on the basis of lump sum price quotes (\$0.00) of all pulpwood and sawtimber. Carry all bid quotations to two decimal places. Bids will be received by the Virginia Department of Wildlife Resources at any point until 11:00 a.m., Tuesday December 10, 2024, at which time all bids close.
3. Seal your proposal in the envelope marked as follows: "Sealed Bid for Timber Sale on the Lands End Wildlife Management Area. OPEN: December 10, 2024, at 11:00 a.m." **Please write your name on the sealed envelope, "Bid Proposed by: (Name)."**
4. If mailing or dropping off, enclose sealed envelope in your envelope addressed to the Virginia Department of Wildlife Resources, Attention: **DWR Forester, at 517 Lee Highway, Verona Virginia, 24482.** If emailing a bid 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 the Virginia Department of Wildlife Resources office well before 11:00 a.m. December 10,2024.**
6. **NO LATE BID WILL BE ACCEPTED.**
7. A copy of the sale prospectus can be found on the Virginia Department of Wildlife Resources website on the date of the sealed bid opening at <https://dwr.virginia.gov/forms> , look under "other forms" or by calling Kent Burtner, DWR Forester (434) 981-6643.

LANDS END WILDLIFE MANAGEMENT AREA
LEWMAFY25-42

Complete Harvest: Located in King George County. Four (4) units are to be harvested to make a total of 26.5 acres. A listing of units to be harvested and acreage involved is attached. Maps showing locations and access are also attached. On behalf of DWR, personnel will take prospective buyers to the harvest units if requested.

Date _____, 20 _____

I _____, of _____,
(NAME) (RURAL/PO BOX, CITY)
Virginia, _____ [Phone Number: (____) _____ - _____] hereby offer to purchase the timber
(ZIP CODE)

designated for removal in a regeneration harvest on the above defined portion tract on Lands End Wildlife Management Area. I understand that the bid quotation below is for competitive selection of purchaser to perform needed work and that said bid price is firm for the duration of the contract. The high bidder will be required to make a down payment of 15% (**made payable to the Treasurer of Virginia**) of the bid price when the signed contracts are returned and 25% of the purchase price to be paid on June 10, 2025 or when the harvest begins, whichever occurs first. The bid I wish to submit for consideration is:

_____ Dollars
6
(\$ _____)

I agree that the awarding of said contract shall be to the purchaser submitting the highest bid. In case of identical bids, final determination will be by drawing restricted to those parties of identical bids. I also understand that the Virginia Department of Wildlife Resources reserves the right to reject any and all bids

A purchaser is in default if his bid is accepted and he fails to abide by his 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:
Virginia Department of Wildlife Resources
Attention: DWR Forester
517 Lee Highway
Verona, Va. 24482

TIMBER SALE CONTRACT
Lands End WMA
(Mixed Hardwood Regeneration Harvest)

THIS CONTRACT made and entered into this 10th day of December 2024, 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) DWR agrees to sell and the Purchaser agrees to buy all available sawtimber and standing pulpwood on the estimated **26.5** acres in Four (4) units designated for complete harvest and Shelterwood harvest. All sawtimber and pulpwood estimated offered for sale is marked with **Orange** marked boundaries. ALL MERCHANTABLE TIMBER IS SCHEDULED FOR CUTTING UNDER THIS CONTRACT. The estimated volume to be removed from the regeneration harvest units is estimated to be approximately **260,167** thousand board feet of sawtimber (International ¼" Rule) and **1116** tons of pulpwood.
- (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 DWR for this harvestable timber within the four cutting units a price of _____.
- (2) The initial down payment of 15% will go toward payment of the timber to be harvested. The Purchaser agrees to pay the Department of Wildlife Resources for all timber sold hereunder. The balance of said amount shall be due as follows: 25% of the purchase price to be paid on June 10, 2025 or when the harvest begins, whichever occurs first, the next payment of 30% of purchase price shall be due on September 10, 2025 or when ¼ of the stumpage has been cut, whichever occurs first, and the final 30% of purchase price is due on December 10, 2025 or when ½ of the stumpage has been cut, whichever occurs first. Checks are to be made payable to the **Treasurer of Virginia** and sent to **Kent Burtner, Forester, Virginia Department of Wildlife Resources, P.O. Box 996, Verona VA 24482.**
- (3) The boundaries of the sale areas, or any harvest unit thereof, shown on the attached stand 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 stand maps, **Orange** paint marks, or roads. Leave trees in Shelterwood unit are marked with **Blue** paint.

- (4) 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.
- (5) 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 **December 10, 2026**.
- (6) The Department reserves the right to inspect any and all contractors and subcontractors operations at any time.
- (7) 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.

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

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 2 inches in diameter at breast height (DBH) and larger shall be felled within the cutting boundaries except the following:** Dogwood, Persimmon or Serviceberry. Den trees are to be left standing.
 - (c) 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 260.167 MBF (Int. $\frac{1}{4}$) and 1116 tons pulpwood **but such volume is estimated and not guaranteed.**
 - (d) 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.
 - (e) Stumps shall be cut in such manner as to cause the least possible waste and not higher than **10** inches above ground level.
 - (f) Standing dead trees shall be left to improve post-harvest wildlife habitat when safe to do so.
 - (g) All trees sold hereunder shall be utilized as low in diameter in the tops as may be practical and commercially standardized.
 - (h) All trees shall be felled within the cutting boundaries. Logging debris accumulated outside the harvest unit areas 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.
 - (i) 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.
 - (j) No trees, laps or logging debris will be left in streams, creeks or springs.
 - (k) 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.
 - (l) 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.

- (m) 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.
 - (n) 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.
 - (o) Purchaser shall maintain roads, commensurate with Purchaser's use. **Purchaser shall purchase and spread a minimum of 150 tons of stone.**
 - (p) 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.
 - (q) 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 DWR 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

This contract may not be assigned, sublet or transferred without the written consent of the Department.

WITNESS:

PURCHASER

TELEPHONE NUMBER

Approved under the above conditions _____, 2024.

VDWR

Total Volume	WO/CO	RO/BO	Y-POP	SO	HICKORY	S. MAPLE	CUC	WALNUT	CHERRY	MISC	YP	WP	
DBH													
10	-	-	-	-	-	-	-	-	-	-	-	-	-
12	3,680	4,418	4,176	-	-	-	738	2,215	2,699	-	-	-	17,928
14	7,989	2,320	2,058	-	-	-	-	-	2,058	-	-	-	14,425
16	10,149	1,311	18,965	-	1,029	-	-	774	1,311	1,046	-	-	34,584
18	7,526	2,433	24,871	-	1,046	-	-	-	5,625	-	-	-	41,502
20	3,557	4,698	33,938	-	2,716	-	-	-	2,205	-	-	-	47,115
22	7,364	2,250	24,612	-	-	-	-	-	-	-	-	-	34,227
24	3,186	1,458	13,016	-	-	-	-	-	-	-	-	-	17,660
26	-	2,609	13,212	-	-	-	-	1,145	2,013	-	-	-	18,978
28	-	-	835	-	-	-	-	-	-	-	-	-	835
30	-	-	9,767	-	-	-	-	-	-	-	-	-	9,767
32	-	-	9,370	-	-	-	-	-	-	-	-	-	9,370
34	-	-	5,754	-	-	-	-	-	-	-	-	-	5,754
36	-	-	6,458	-	-	-	-	-	-	-	-	-	6,458
38	-	-	-	-	-	-	-	-	-	-	-	-	-
40	-	-	1,564	-	-	-	-	-	-	-	-	-	1,564
	43,452	21,498	168,598	-	4,791	-	738	4,134	15,910	1,046	-	-	260,167
													260,167



