

OAKLEY FOREST WILDLIFE MANAGEMENT AREA

OFWMA FY21-008

NOTICE OF TIMBER SALE (THINNING HARVEST)

The Virginia Department Wildlife Resources is soliciting Sealed Bids for the timber (sawtimber and pulpwood) estimated for harvest on designated portions of the Oakley Forest Wildlife Management Area. **See attached sketch map.**

Sealed Bids **must** be received no later than August 20th at the Fredericksburg Office. Bids will be publicly opened at the Fredericksburg Office at **10:30 a.m. September 3, 2020. THE ENTIRE BID MUST BE RETURNED. BIDS RECEIVED AFTER THE APPOINTED TIME AND DATE SHALL BE REJECTED.**

Timber shall be sold to the highest bidder on a Mill Talley basis. Bids shall be determined by the highest per ton blended price.

Site Visit: The timber sale is located just southwest of Todd's Tavern, Virginia on the south side of Pamunkey Road (SR 612) in Spotsylvania County, Virginia (see attached map). Visit the site at your convenience or call for appointment.

This timber sale is an unmarked operator select thinning unit of approximately **184** acres. Ingress and egress shall be only through access roads shown on the map or mutually agreed upon. All logging activity shall be confined to the sale area and any logging debris accumulated outside the sale areas must be pulled back inside the sale area. All deck sites will be within the cutting units or as designated by Department representative. Sale area units will make use of natural boundaries where appropriate (i.e., roads, fields and streams). If no boundary is present, the sale boundary will be marked with blue flagging.

The purchaser shall cut and remove the wood product according to the following specification:

Thinning Unit-The healthiest, tallest, largest and best formed trees will be retained as crop trees to accumulate future volume growth. These residual crop trees will be spaced to retain a density of 60 square feet of basal area per acre. All other timber shall be felled and utilized to the best merchantable standards.

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.

	<i>Thinning Unit</i>
Pine Pulpwood	<i>2,164 Tons</i>
Pine Chip-n-Saw	<i>4,978 Tons</i>
Pine Sawtimber	<i>4,961 Tons</i>
Hardwood Pulpwood	<i>495 Tons</i>

The bid quotation is for competitive selection of purchaser to perform needed thinning and harvest work and that said bid price is firm for the duration of the contract. Stumpage harvested from the Fire Tower South Tract will be paid weekly and payments shall be based on actual documented volumes removed and submitted weekly to the DWR.

The high bidder will be required to make a down payment of **\$10,000** within ten (10) 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 as the cutting continues.

However, the 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 pine wood products. 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 products (blended price only) after being computed against the estimated removal volume.

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. **Buyer to purchase a minimum of 100 tons of gravel to maintain the access roads.**

Extreme caution must be taken in felling and skidding harvested trees to minimize damage to the residual growing stock which will be retained.

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

QUESTIONS REGARDING THIS BID SOLICITATION MAY BE DIRECTED TO:

<u>Randy Kyner</u>	Telephone: (O) 540-248-9360	<u>(C) 540-487-3669</u>
<u>Kent Burtner</u>	Telephone: (O) 540-248-9360	<u>(C) 434-981-6643</u>

Full particulars, including proposal form and sample contract may be secured from the Virginia Department of Wildlife Resources; Randy Kyner, WMA Supervisor, 517 Lee Highway, Verona, VA 24482, or by contacting him at the (540) 248-9360, or cell phone (540) 487-3669 to inspect the area and timber offered for sale or Kent Burtner, Forester, 517 Lee Highway, Verona, VA 24482, or by contacting him at the (540) 248-9360, or cell phone (434) 981-6643 to inspect the area and timber offered for sale.

INSTRUCTIONS

1. Be sure to enter your complete and correct address.
2. The **Fire Tower South Tract** will be based on a **per unit price for blended pine products (one price per ton for all pine products and \$4.00/ton for hardwood pulpwood)**. Bids will be received by the Virginia Department of Wildlife Resources, Attention: Department Forester, 1320 Belman Road, Fredericksburg, Virginia 22401 until 10:30 a.m., Thursday, August 20, 2020, at which time all bids will be opened. The bidders are required to make a down payment of **\$10,000 to the Treasurer of Virginia**. This money will go toward payment for timber to be harvested.
3. Seal your proposal in the envelope marked as follows: "Sealed Bid for Timber Sale on the Oakley Forest Wildlife Management Area. OPEN: September 3, 2020, at 10:30 a.m." **Please write your name on the sealed envelope, "Bid Proposed by: (Name)."**
4. Enclose this sealed envelope in your envelope addressed to the Virginia Department of Wildlife Resources, Attention: Department Forester, 1320 Belman Road, Fredericksburg, Virginia 22401.
5. Be sure your bid is signed, sealed and mailed in time to reach the Virginia Department of Wildlife resources office well before 10:30 a.m., September 3, 2020.



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OFWMA FY21-008

Thinning Harvest: Located in Spotsylvania County. One unit of 184 acres is to be harvested. A listing of unit's volume 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, _____ (ZIP CODE) [Phone Number: (____) _____ - _____] hereby offer to purchase the timber designated for removal in a harvest on the above defined portion of the Oakley Forest 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 \$10,000 within ten (10) days of the bid date or at closing of timber agreement, whichever comes first. This money will go toward payment as the timber is being harvested. The bid I wish to submit for consideration is:

Fire Tower South Tract – paid as cut per unit:

Blended pine products price: (\$ _____/ton of pine products)

Hardwood pulpwood: (\$4.00/ton)

I agree that the awarding of said contract shall be to the purchaser submitting the highest bid for each tract. 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: Department Forester, 1320 Belman Road, Fredericksburg, VA 22401



OAKLEY FOREST WILDLIFE MANAGEMENT AREA

SAMPLE TIMBER SALE CONTRACT OFWMA FY21-008 (*Timber Harvest*)

THIS AGREEMENT, made and entered into this 3rd day of September, 2020 by and between the Commonwealth of Virginia, Department of Wildlife Resources hereinafter called DWR, and _____, of _____, Virginia, hereinafter called the Purchaser.

WITNESSETH THAT:

ARTICLE I

- (1) DWR agrees to sell and the Purchaser agrees to buy all the standing timber designated for cutting within 184 acres of one unit's cutting boundaries. See attached map, for unit location and consult Virginia highway map. The volume of the unit on the **Fire Tower South Tract** is estimated to be approximately 2,164 tons of pine pulpwood, 495 tons of hardwood pulpwood, 4,978 tons of chip-n-saw, and 4,961 tons of sawtimber.
- (2) DWR guarantees the title to said timber and to defend it against any and all claims for taxes, mortgages and/or other legitimate encumbrances at its own expense.
- (3) DWR hereby expressly grants to the Purchaser the right of ingress and egress across and upon the sale area.

ARTICLE II

- (1) The Purchaser agrees to pay DWR for this harvestable timber within the thinning unit located on the Fire Tower South Tract \$_____/ton as cut for pine products and \$4.00/ton for hardwood pulpwood.
- (2) **Fire Tower South Tract** - The high bidder will be required to make a down payment of **\$10,000** within ten (10) days of the bid date or at closing of this agreement, whichever comes first. This money will go toward payment as the timber is being harvested. Once this amount has been harvested, then stumpage will be paid weekly as the cutting continues. Stumpage will be paid weekly and payments shall be based on actual documented volumes removed and submitted weekly to the DWR.

All 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) No timber shall be cut, nor shall this contract be deemed to be in effect until the appropriate signatures have been affixed to this contract.
- (4) Unless a written extension of time is granted by the DWR, or barring forfeiture of cutting rights for noncompliance of contract provisions, all stumpage to be harvested in this harvest shall be removed on or before September 30, 2022.

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 streams, creeks, springs and soils.

- (a) Harvesting shall be performed by certified logging crews (SHARP LOGGER or equivalent) and a valid certificate shall be submitted to the Virginia Department of Wildlife Resources prior to the start of any harvesting activities.
- (b) Stumps shall be cut in such manner as to cause the least possible waste and not higher than ten inches above ground level.
- (c) All trees shall be felled within the cutting boundaries. Logging debris accumulated outside the harvest area shall be pulled back within the area unless otherwise specified by the DWR. Logging debris should not be left in large piles at the deck. To the extent possible, logging debris should be evenly distributed across the logging site. Logging slash will be distributed as evenly as possible across the sites harvested and will be removed from the major forest roads.
- (d) No trees, logs or logging debris will be left in streams, creeks or springs.
- (e) The Purchaser and DWR shall mutually lay out the designated system of skidding trails and loading decks over which the timber sold hereunder shall be removed. All skidding and assembling activities will be confined to these trails and loading decks and no other. Stand access will be designated as shown on the attached sketch maps, or as mutually agreed upon.
- (f) DWR 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. The harvest period may be extended by the number of days which the inclement weather forces the suspension of the harvest.

(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 area is 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.
- (b) All such new roads with the exception of skidding roads constructed by the Purchaser and all existing roads within the harvest area shall be left in passable condition (usable by pickup truck) during the contract period. Upon completion of this contract, **existing roads shall be restored to a condition equal to or better than the condition prior to the beginning of the logging operation. Buyer to purchase a minimum of 100 tons of gravel to maintain the access roads.**
- (c) The Purchaser shall comply with the Water Quality and BMP standards listed in the "Virginia's Forestry Best Management Practices for Water Quality, Fourth Edition" issued by the Virginia Department of Forestry, as well as all applicable laws and regulations of the Commonwealth of Virginia. The Department reserves specifically the right to request corrective action of the Purchaser in maintenance of culvert pipes, water bars, side ditches, lead-off ditches and seeding/stabilization where destructive action of the Purchaser has contributed to an erosion problem.

- (d) 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 responsibility 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 the harvest areas, used forest roads and trails according to the Water Quality BMP Handbook.

(3) 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.

ARTICLE IV

DWR 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, DWR 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.

ARTICLE V

(1) The Purchaser's signature on the face of this bid certifies that this bid 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 bid/proposal.

(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 bonafided 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 Contractor acknowledges and certifies that it understands that the following acts by the Contractor, 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 Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and my result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

(4) The Purchaser/bidder certifies and warrants that by his signature on the face of this bid 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) The Purchaser/contractor shall indemnify, and hold harmless the Commonwealth of Virginia, its offices, agents and employees from any claims, suits, liability or damage arising from or caused by negligence on the part of the Purchaser/Contractor in harvesting the timber herein conveyed.

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

(8) **INSURANCE:** By signing and submitting a bid under this solicitation, the bidder or offer or certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offer or further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

- a. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. 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. 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 per occurrence. (Only used if motor vehicle is to be used in the contract.)

(9) **CHANGES TO THE CONTRACT:** The parties may agree in writing to modify the scope of the contract.

WITNESS:

PURCHASER

TELEPHONE NUMBER

Approved under the above conditions _____, 2020.

VDWR

Oakley Forest Wildlife Management Area
 Fire Tower South Tract

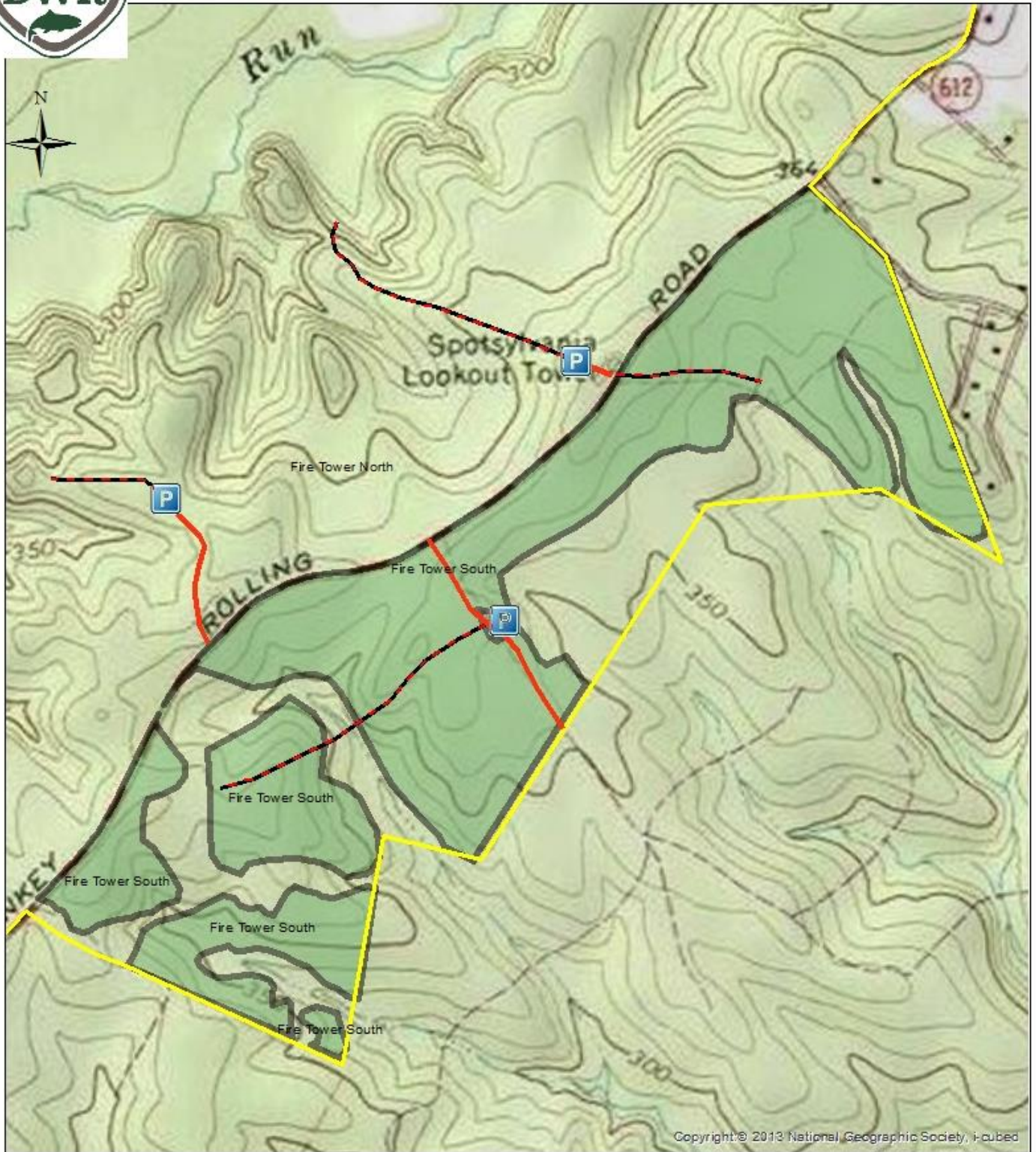
Harvest Volume		
Dbh	<u>Pine</u>	
10	66.1	MBF
12	763.6	MBF
14	826.8	MBF
16	0.0	
18	0.0	
20	0.0	
22	0.0	
24		
26		
Total:	1656.4	MBF
Tons	9939	
Total Sawtimber =		1,656,445 Board Feet

-----Pulwood-----

Dbh	Pine		Hardwood	
	<u>Volume (cords)</u>	<u>Weight (tons)</u>	<u>Volume (cords)</u>	<u>Weight (tons)</u>
6	0	0	41	113
8	293	744	41	113
10	356	904	37	102
12	175	445	37	102
14	<u>28</u>	71	<u>24</u>	66
Total	852	2164	180	495



Oakley Forest WMA Fire Tower South Tract

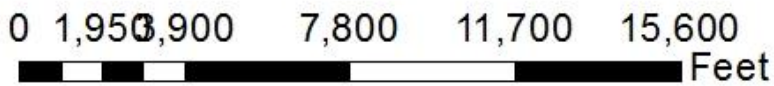
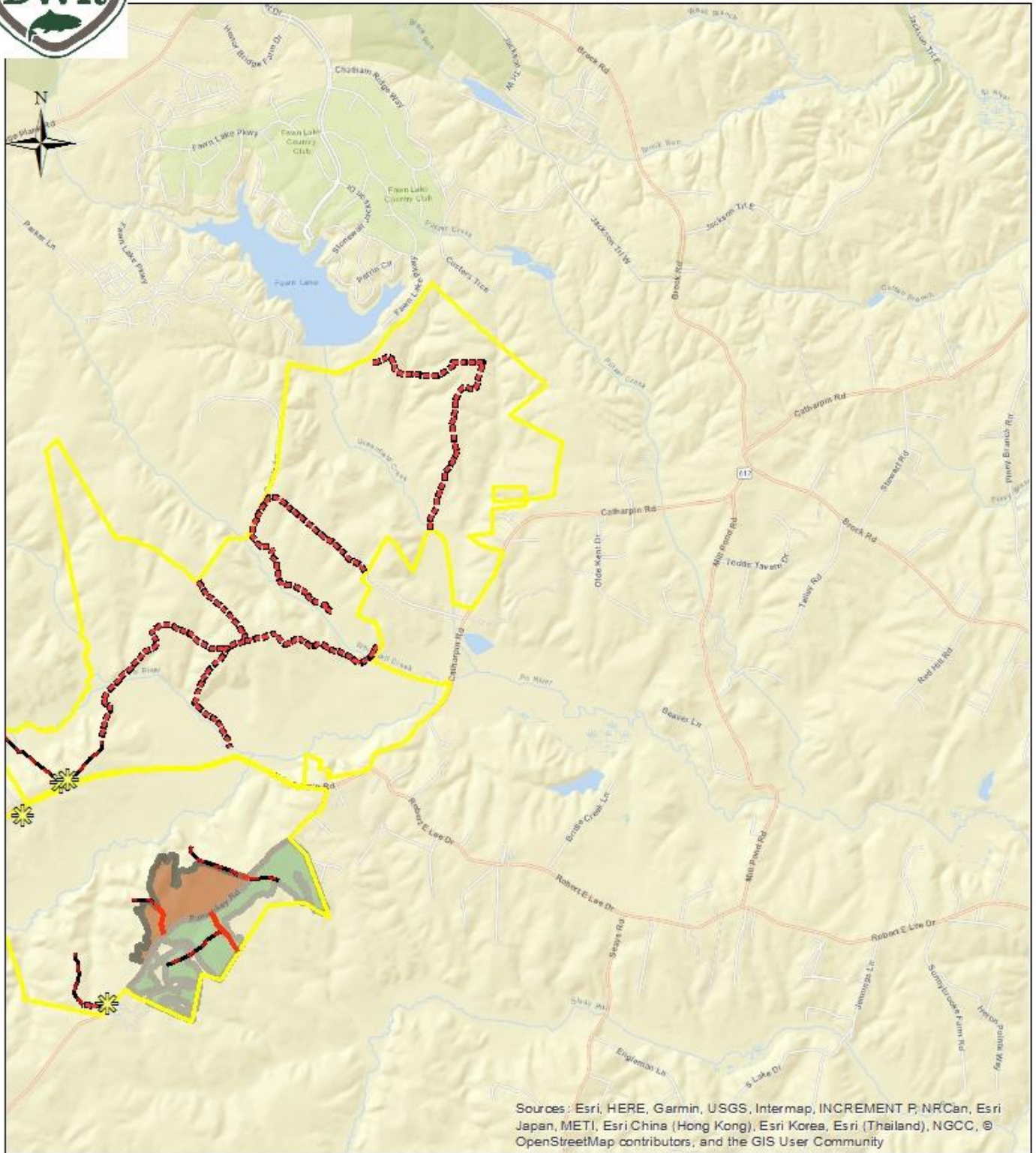


0 412.5825 1,650 2,475 3,300 Feet

Drawn by RCK
Date: 7/13/2020



Oakley Forest WMA Fire Tower Tract



Drawn by RCK
Date: 7/13/2020