

NOTICE OF TIMBER SALE

(Pine Plantation Thinning and Regeneration Harvest)

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

Sealed Bids **must** be received no later than May 10 at the DWR Region 1 Office. Bids will be publicly opened at the DWR Region 1 Office at **10:30 a.m. May 10, 2022. 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 south of Waverly, Virginia on both sides of Summerville Road (SR 604) in Sussex 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 **364** acres and **113** acres of regeneration harvest. 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 boundaries will be stand units (located on map), DWR property boundary (marked with yellow paint) and blue paint marked boundaries for quail clearings (7 black hatched areas located on map).

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

Thinning Units - The healthiest, tallest, largest and best formed trees will be retained as crop trees to accumulate future volume growth. In most of the stands, these residual crop trees will be spaced to retain a density of 50 or 60 square feet of basal area per acre. Crop trees are selected by the operator. Crop trees will be protected from damage during thinning activities. Otherwise, all other timber shall be felled and utilized to the highest merchantable standards.

The approximate volume of pine 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.

Unit	Acreage	Estimated Harvest		Pine P/W		Average Spacing Of residual Trees	Topwood Tons
		Pine S/T MBF	Tons	Cords	Tons		
1	100.0	1173.3	7039.5	144.0	365.8	32 Feet	1490
2	70.0	519.2	3115.3	31.0	78.7	25 Feet	791
3	76.0	0.0	0.0	2145.0	5448.3	0 Feet	
4	70.0	515.3	3091.6	1662.0	4221.5	33 Feet	850
5	52.0	729.1	4374.5	28.0	71.1	30 Feet	1263
6	109.0	995.3	5971.5	42.0	106.7	31 Feet	1087
Total:	477.0	3932.1	23592.4	4052.0	10292.1		5481.0 15773.1

Pine Pulpwood	15,773.1 Tons
Pine Sawtimber	23,592.4 Tons

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 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 sawtimber and 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.**

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 stumpage price of hardwood pulpwood is fixed at \$3.50/ton and hardwood sawtimber stumpage shall be 50% of scaled for this contract and will be paid weekly as harvested. The stumpage prices of hardwood shall not be considered in the bidding. The Virginia Department of Wildlife Resources reserve the right to reject any and all bids.

Full particulars, including proposal form and sample contract may be secured from the Virginia Department of Wildlife Resources; DWR Forester, 3801 John Tyler Memorial Hwy, Charles City, Virginia 23030, or by contacting him at (434) 981-6643 to inspect the area and timber offered for sale.

INSTRUCTIONS

1. Be sure to enter your complete and correct address.
2. All bids will be based a **per unit price for blended pine products (one price per ton for all pine products and \$3.50/ton for hardwood pulpwood, if any and \$4.00/ton for fuel chips)**. Bids will be received by the Virginia Department of Wildlife Resources, Attention: DWR Forester, 3801 John Tyler Memorial Hwy, Charles City, Virginia 23030 until 10:30 a.m., Tuesday, May 10, 2022 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 Parkers Branch Wildlife Management Area. OPEN: May 10, 2022, 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, DWR Forester, 3801 John Tyler Memorial Hwy, Charles City, Virginia 23030.
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., May 10, 2022.

PARKERS BRANCH WILDLIFE MANAGEMENT AREA
PBWMA FY2022

PINE THINNING: Located in Sussex County. Several blocks are to be thinned and one block to be clear cut to make a total harvest acreage of 477. A listing of blocks to be thinned and acreage involved is attached. Maps showing locations and access are also attached. Consult a Virginia highway map for further assistance. DWR personnel will take prospective buyers to the thinning areas if requested.

Date _____, 20 _____

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

pine HARVEST on the above defined portion of the PARKERS BRANCH Wildlife Management Area. I understand that the bid quotation below is for competitive selection of purchaser to perform needed thinning 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. 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. And, 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:

Blended pine products price: (\$_____/ton of pine products)
Hardwood pulpwood: (\$3.50/ton)

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 after being computed against the estimated removal volume. The conversion factors for this contract will be one cord pine pulpwood equals 2.59 tons and 1,000 board feet pine sawtimber equals 6 tons. 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. If this offer is accepted, 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. I agree to pay stumpage values on a weekly basis for actual volume removed (documented by load records). Furthermore, I agree to pay \$3.50/ton for hardwood pulpwood stumpage and 50% of hardwood sawtimber value on a weekly basis as cut and documented by load records. I have read the sample of a contract to be signed if my offer is accepted.

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 Resource, Attention: DWR Forester, 3801 John Tyler Memorial Hwy, Charles City ,
Virginia 23030.

PARKERS BRANCH WILDLIFE MANAGEMENT AREA



SAMPLE TIMBER SALE CONTRACT
PBWMA FY2022

(Pine Plantation Thinning)

THIS AGREEMENT, made and entered into this 10th day of May 2022, 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 477 acres in six unit's cutting boundaries. See attached map, for unit location and consult Virginia highway map. The volume of the 6 units on the **Parkers Branch WMA** is estimated to be approximately 15,773.1 tons of pine pulpwood, and 23,592.4 tons of pine 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 harvest units located on Parkers Branch \$_____/ton as cut for pine products and \$3.50/ton for hardwood pulpwood, if any and \$4.00/ton for fuel chips.
- (2) 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, DWR Forester, Virginia Department of Wildlife Resources, at 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 thinning shall be removed on or before May 10, 2024.

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, soils and wildlife habitat.

- (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) In the event that the federally threatened Northern Long Eared Bat is found to be near the areas to be harvested, additional restrictions may be put into place. If this results in the postponement of logging activities, at minimum, an equal amount of time will be added to the contract.
- (c) 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.
- (d) The Purchaser agrees that the logger performing the thinning operation will complete a timber harvest contract removal record provided or approved by the Department of Wildlife Resources. This form will serve to record the date, product and destination of each load. This will be documented before the load leaves the tract. This record will be submitted to the Forest Management Specialist on a weekly basis.
- (e) Other than crop trees, all timber shall be cut and utilized to the greatest extent feasible, practical and commercially marketable, unless otherwise specified by DWR. Changes in merchantability standards, markets, and harvesting conditions that have influence on provisions of this contract will be demonstrated to the DWR. No changes in contract standards will be in effect until investigated, documented and authorized by an agent of the DWR.
- (f) Stumps shall be cut in such manner as to cause the least possible waste and not higher than ten inches above ground level.
- (g) All trees sold hereunder shall be utilized as low in diameter in the tops as may be practical and commercially acceptable.
- (h) All trees shall be felled within the cutting boundaries. Logging debris accumulated outside the thinning 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.
- (i) No trees, laps or logging debris will be left in streams, creeks or springs.
- (j) 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. Skidding will be overland.

(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 thinning area is adequate and main hauls will be confined to this system for all men, 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 thinning 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 Wildlife Resources Best Management Practices for Water Quality, Fourth Edition" issued by the Virginia Department of Wildlife Resources, 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 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 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 _____, 2022.

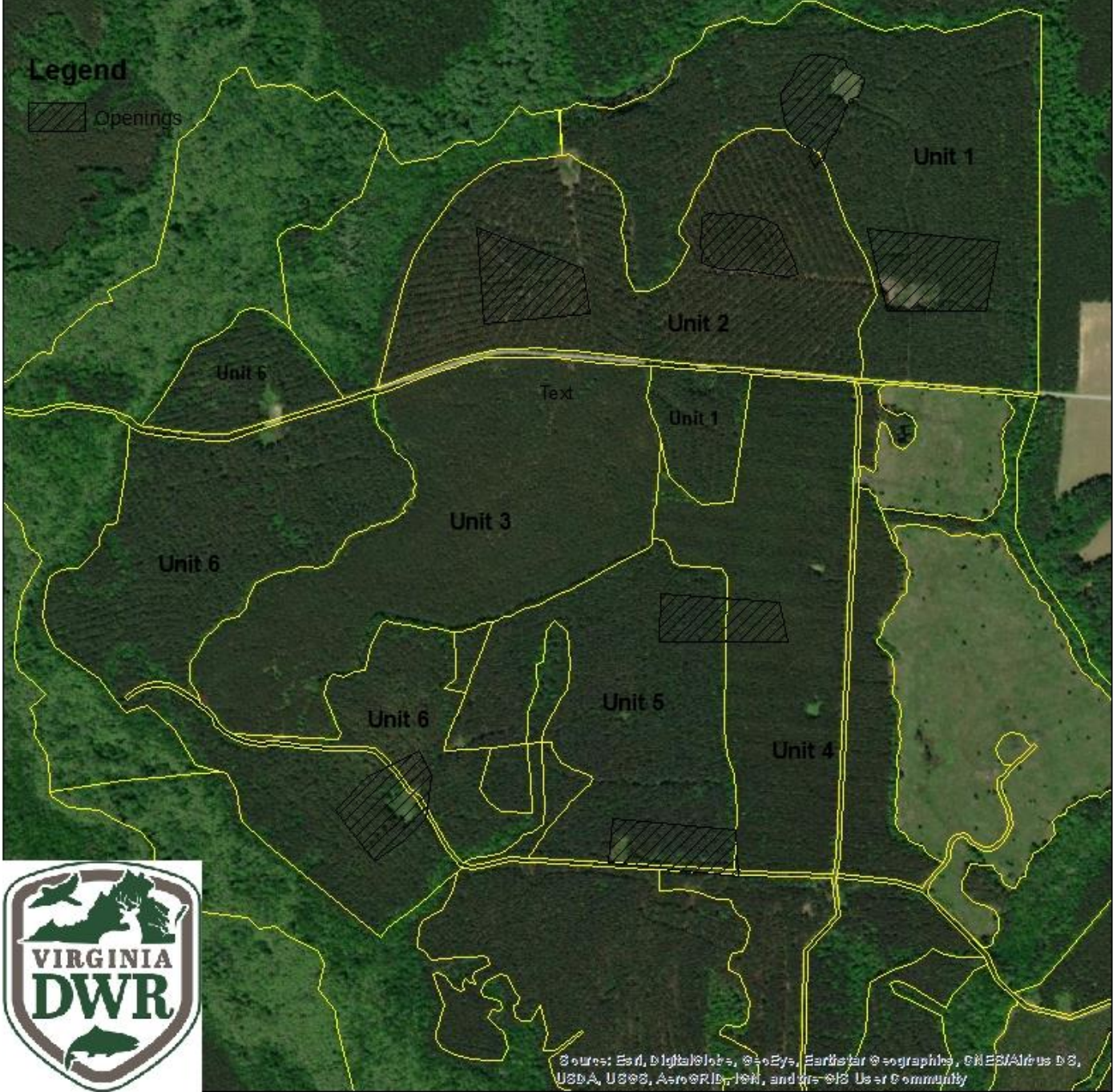
_____ VDWR

Parkers Branch Harvest Units



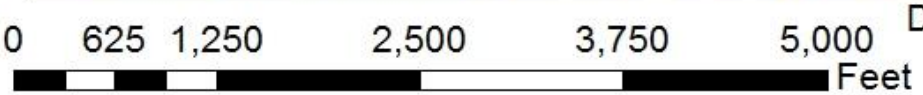
Legend

 Openings



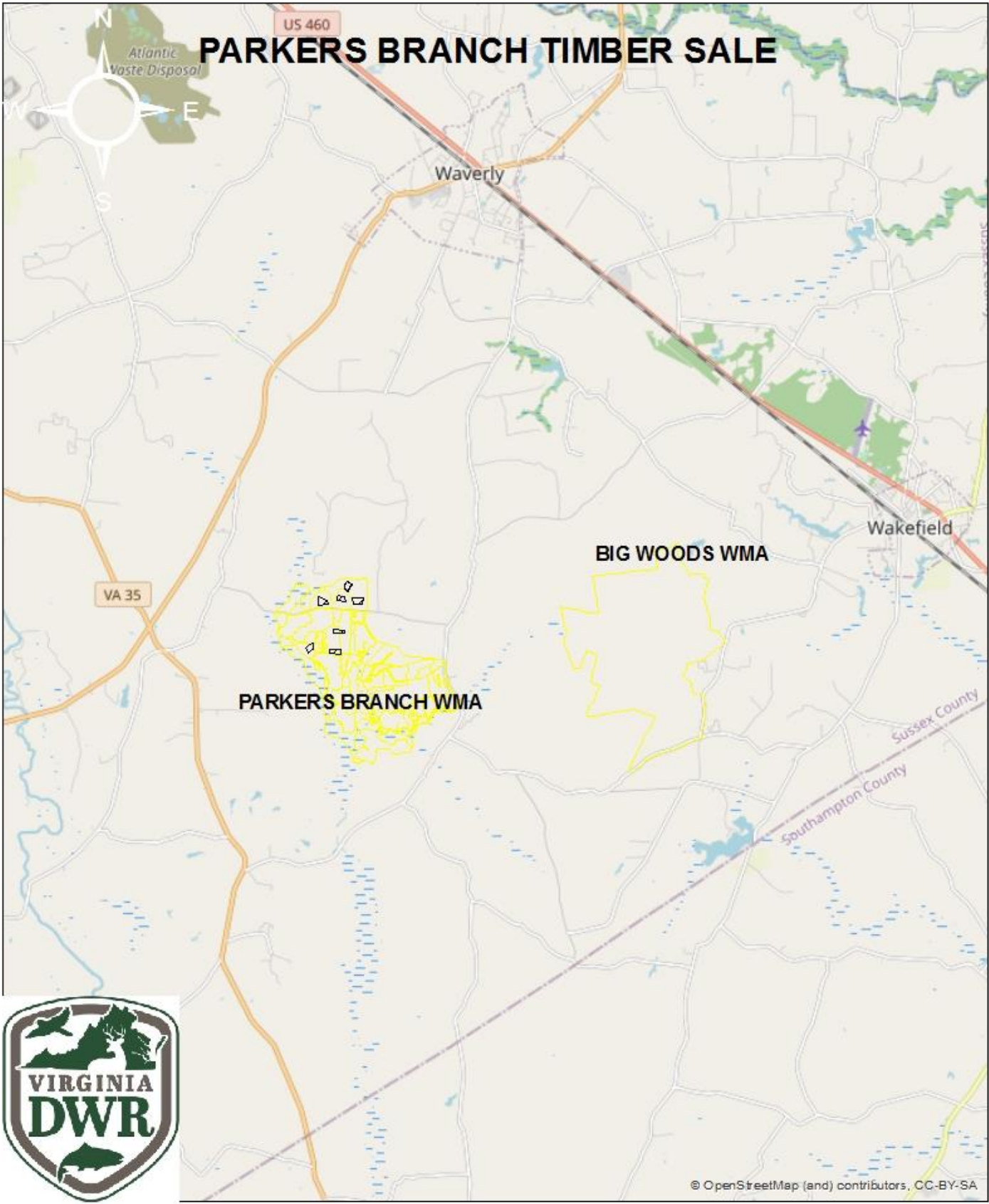
Sources: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

M. Kent Burner
Dept. Forester

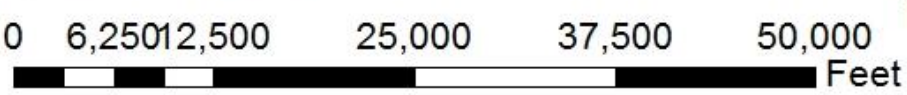


Date: 3/25/2022

PARKERS BRANCH TIMBER SALE



M. Kent Burtner
Dept. Forester



Date: 3/31/2022