



**STATE-OWNED LANDS PROJECT # 799-757-13**  
**VIRGINIA DEPARTMENT OF CORRECTIONS**  
**PATRICK HENRY CORRECTIONAL UNIT #28**

**TIMBER SALE CONTRACT**

THIS AGREEMENT, made and entered into this 5th day of September, 2019, by and between the Commonwealth of Virginia, Department of Forestry hereinafter called the Department, and **\*\*\*Timber Purchaser Name\*\*\***, of **\*\*\*Buyer Address\*\*\***, Virginia, **\*\*\*Zip Code\*\*\*** hereinafter called the Purchaser.

WITNESSETH THAT:

ARTICLE I

- (1) The Department agrees to sell and the Purchaser agrees to buy all the sawtimber and standing pulpwood not designated to be left on an estimated 29.3 acres. The sale area consists of designated areas for harvest (as shown on the attached Virginia Department of Corrections Timber Sale Map). ALL MERCHANTABLE TIMBER IS SCHEDULED FOR CUTTING UNDER THIS CONTRACT EXCEPT FOR THOSE DESIGNATED FOR LEAVE, if any. The sale is located on **VIRGINIA DEPARTMENT OF CORRECTIONS, PATRICK HENRY CORRECTIONAL UNIT #28, 18155 A. L. PHILPOTT HIGHWAY, RIDGEWAY, VIRGINIA**, lands that are owned by the Commonwealth of Virginia and being managed by the Virginia Department of Forestry. The volume is estimated to be approximately 267.09 thousand board feet of mixed hardwood sawtimber and mixed pine sawtimber (International ¼" Rule), and 1,206.14 tons of standing pine and hardwood pulpwood. The volumes are only estimates and not guaranteed.
- (2) The Purchaser agrees to pay for this timber the sum of **\*\*\*Written Amount\*\*\*** (**\$\$\$Dollar Number\*\*\***) for all the timber sold hereunder. The payment shall be a check made payable to "Treasurer of Virginia". No timber shall be cut, nor shall this contract be deemed to be in effect until payment has been made and received.
- (3) Except as provided, current contract rates and required deposits/performance bonds are required when the harvest is released for cutting based upon the estimated value as determined using the rates for products estimated by the Department.
- (4) The Commonwealth of Virginia/Department of Corrections (DOC) 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.
- (5) The Department, through agreement with the Virginia Department of Corrections, hereby expressly grants to the Purchaser the right of ingress and egress across to and upon the sale area. If accessing across Commonwealth of Virginia-owned lands, the following road improvements or gate closures are required:
  - Replacement or extension of an existing 16" by 20' metal culvert where the gravel road meets the paved road so that the total length of culvert is 30' in length, identified as Point A on the attached sale area map. Additional gravel needed over the pipe.
  - Replacement of existing 16" by 20' concrete (likely segmented) culvert with a 16" by 40' metal culvert extending the pipe 20' below the existing outfall. Additional gravel needed over the culvert—identified as Point B on the attached map.
  - Closure of all gates at the end of operations each day to limit the movement of deer into the crop fields.
  - Re-grading/installing cross drain features at locations determined by DOF to limit water flow directly into the creek where the road crosses through the crop fields.

- Limiting decking to at least 100 feet into the existing forested area with construction of any temporary roads needed at purchaser's expense when the road dead ends onto the sale area (point C on the map) of where a gate will be/has been installed.
  - Gravel delivered and spread as needed to utilize the access road will be determined by DOF during and after completion of the harvest.
- (6) When required, the Commonwealth of Virginia/Department of Corrections (DOC) maintains responsibility for acquiring easements or use agreements of any private roads within the sale area. Exception being if the Purchaser desires to obtain access into the sale area from the eastern end of the property (Point D on the map) coming across lands owned by others from Bouldin Road (a state-maintained road). If the purchaser accesses the sale area from this end at his/her expense, none of the required road improvements listed under #5 above will be required. Purchaser would however be required to replace any fence taken down for that access at conclusion of operations – NO GATE. The owner of adjacent property where access might be obtained is Edward Crowe who lives at 778 Bouldin Road and whose phone number is (276) 957-1962, and he is receptive to being contacted.
- (7) All fences around the sale area are to be repaired if damaged by the purchaser's operations.
- (8) Because of the nature of operating on property where offenders are incarcerated by the Commonwealth and where those detained are at times working in different areas on the property. The Purchaser agrees to adhere to the following requirements when operating on Department of Corrections Property. All Purchaser's employees, contractors, or subcontractors being utilized to harvest the timber must undergo and/or submit to the following:
- Employees and Contractors can be subject to searches performed by DOC upon entry and while working on DOC property.
  - Limit operations on the property to operating from dawn to dusk throughout each year of the contract term, Monday through Friday.
  - Also note under Article V, #4 below for additional requirements to be followed while on DOC property.
  - Clothing worn while operating on DOC property shall not be orange or camouflaged in color.

## ARTICLE II

- (1) The Purchaser agrees to make payment for timber at the contracted rates within **20** business days after the Purchaser's bid is accepted along with completion of a fully executed contract. No timber shall be cut, nor shall this contract be deemed to be in effect, until payment has been received. The bid deposit of \$5,000.00 shall be retained as a performance bond by the Department of Forestry until a fully executed contract has been signed by the parties, and until satisfactory completion of harvest operations.
- (2) The Purchaser agrees to notify the State Lands Coordinator Ed Stoots at (540) 492-0152 and/or the local Department of Forestry office located at 19 Arrowhead Circle, Spencer, VA 24165, (276) 957-1319 (office) or Daniel Cloeter at (540) 362-9943 within three working days prior to the commencement of harvest activities.
- (3) Unless a written extension of time is granted by the Department, or barring forfeiture of cutting rights for noncompliance of contract provisions, all stumps sold hereunder shall be removed within two (2) years of a fully executed contract unless an extension is granted in writing. Said termination date shall be **September 5, 2021**.
- (4) The boundaries of the "Sale Area" or any harvest unit thereof, are shown on the attached "Virginia Department of Corrections Timber Sale Map" that is made a part hereof, and where, before timber sale advertisement, designated on the ground by the Department in red paint bands facing into the area to harvest and approved to meet the anticipated needs of the parties. Approximate acreages are stated by sale area or unit but are not guaranteed. Also shown on attached Timber Sale Map, stream courses (if any) that will 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.
- (5) The Purchaser shall designate in writing, unless otherwise agreed to, a representative who is authorized to receive notices in regard to performance under this contract and take related action. Such designation should occur prior to the actual harvest of any timber.

- (6) Prior to moving off-road equipment onto the "Sale Area", Purchaser shall power wash equipment before entering the project area in order to limit the spread or import of noxious weeds onto the "Sale Area". Off-road equipment is defined as all logging and construction machinery, except log trucks, chip vans, service vehicles, water trucks, cars, and similar vehicles. Exception would be for a Purchaser moving into another harvest unit as part of the overall project area, if any.

### ARTICLE III

- (1) Timber harvested hereunder shall be felled, skidded and concentrated in such manner as to cause the least possible waste and the least amount of damage to any designated leave trees, streams, creeks, ditches, springs and soils. The Department of Forestry will provide the Purchaser a Pre-Harvest Plan prior to the start of Purchaser's operations.
- (a) Stumps shall be cut in such manner as to cause the least possible waste and not higher than 12 inches above ground level; except on misshapen trees, or other adverse conditions such as exposed or defective trees where cutting below 12 inches is not practical.
  - (b) All trees (live or dead) sold hereunder shall be utilized as low in diameter in the tops as may be practical. Volume to be removed from the entire Sale Area is estimated at 267.09 thousand board feet of mixed hardwood and pine sawtimber, and 1,206.14 tons of pine and hardwood pulpwood, but such volume is estimated and not guaranteed.
  - (c) All merchantable trees will be cut within the boundaries of the designated sale area, except for: (1) those trees marked with a red band facing into the sale area identifying the sale area property boundary and (2) those marked with a blue band facing into the sale area identifying the boundary of the SMZ and interior sale area boundary.
  - (d) All trees not designated to be left shall be felled within the cutting boundaries of the sale area. Logging debris accumulated outside the sale area shall be pulled back within the sale area unless otherwise specified by the Department. Slash or logging debris is defined as tops and limbs from the harvest of trees and do not meet merchantability standards, such shall not be piled at landings but shall be disbursed back into the boundaries of the sale area unless otherwise agreed to in writing. Slash adjacent to log landings, de-limbing areas, and similar areas of slash accumulation within all sale areas shall be disbursed as well. Concentrations of slash greater than two (2) feet in height or five (5) feet in length, as measured at the greatest distances, shall be removed from the landings and lopped and scattered back into the harvest area. Slash depth should not exceed four (4) feet. Slash shall not be scattered within 15 feet of the bole of any leave tree within Sale Area.
  - (e) Extreme caution shall be expected in felling and skidding around marked trees designated to be left, if any. This is to minimize damage to the residual growing stock, if any, which will be retained.
  - (f) No trees, tops, limbs or other logging debris will be left in streams, creeks, vernal pools, drainage ditches or springs. Streamside Management Zones (SMZs) and/or Equipment Exclusion Zones (if needed) have been identified and marked on the ground in blue paint and are designated by their location.
  - (g) The Purchaser and the Department shall mutually lay out the designated system of temporary roads (if needed) over which the timber sold hereunder shall be removed and all skidding activities will be concentrated to flow into these temporary roads. Decking along existing (non-State or locality) permanent roads is allowed, but the road must remain open at all times, and no skidding is allowed on any State or Locality permanent roads. All temporary roads are required to be rehabilitated immediately following the harvest. NO permanent road construction is allowed without advanced approval from the Department.
  - (h) Any trees designated for leave, if any, that are mutually determined as needing to be removed due to log landing locations, temporary roads, skid trails, or system/permanent road improvements shall be marked by

the Department in yellow paint and the additional volume will be scaled and paid for by the Purchaser at the established contract rates based upon the product.

- (i) The Department and the Purchaser shall mutually agree to suspend logging activities during such time as these activities would result in detrimental consequences to forest soils during prolonged periods of inclement weather.
- (j) All right, title, and interest in and to any included timber shall remain with the Department and the Virginia Department of Corrections until it has been paid for and removed from the sale area or other authorized harvest areas, at which time title shall vest to the Purchaser. Title to any included timber that has been paid for but not removed from the sale area prior to Termination Date shall remain with the Department and the Virginia Department of Corrections being represented by the Department.
- (k) In the event the included timber to which the Department and the Virginia Department of Corrections 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, insects, disease, or similar cause but does not include damage caused by the Purchaser's operations or those of any subcontractor.

(2) Timber harvested 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/access/State roads and create no public hazard at entrance ways to primary and secondary Virginia highways. Purchaser shall obtain any VDOT entry permits at Purchaser's expense. Entry permits are required.

- (a) Access to the Sale Area is adequate and main hauls will be confined to this system for all the Purchaser's workers, materials, subcontractors, and logging equipment including transport trucks necessary for the removal of said timber; the right to designate or approve, or improve the location of any new road across Virginia Department of Corrections land is specifically reserved.

All such roads with the exception of skidding roads constructed by the Purchaser and all existing roads within the timber harvest area shall be left in passable condition (usable by pickup truck) during and upon completion of this contract. The vegetation plan and specifications for closure of temporary roads, landings, and other bare soil areas shall be to revegetate the areas with a mix approved by the Department and immediately after use and at proper seeding times. Landings shall be ditched and sloped so as to permit water to drain or spread, except not directly into any designated stream, and if needed ripped. Temporary roads and skid trails shall be cross drained, back bladed or other erosion controlled measures as designated or approved by the Department. Rates for mulch, lime, fertilization, and seeding shall be at the following rates unless otherwise agreed to: Mulch, if needed, at a rate of 3,000 pounds per acre (70 bales) and may be in the form of certified weed free straw, pine straw, shredded bark or other acceptable to the Department. Lime, if needed, at a rate of 2,000 pounds per acres. Fertilizer (10-10-10), if needed, will apply at a rate of 600 pounds per acre. Seed mixture shall be Orchard Grass at 65 pounds per acre, Annual Rye at 25 pounds per acre, and White Clover at 10 pounds per acre. Slashing exposed soil areas, skid trails and temporary roads with tops and branches is acceptable if coverage is adequate. The need for ripping or disking of landings or skid trails shall be determined by the conditions on the ground at the time of revegetation. Gravel or other form of stable surface such as log mats, temporary culverts, or portable bridges on temporary roads is only needed if there are soft spots or when crossing SMZ's.

- (b) During and upon completion of the harvest operation, 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 Forestry. The Department reserves specifically the right to request corrective action of the Purchaser in maintenance and stabilization of forest roads, trails, culvert pipes, water bars, side ditches, lead-off ditches, decks, skid trails and streams where destructive action of the Purchaser has contributed to a BMP or Water Quality problem.

- (c) 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 prevention and any corrective action necessary to eliminate this source of hazard should a problem develop during the harvest. Any VDOT entry permits needed will be obtained by the Purchaser at Purchaser's expenses. Entry permits are required.
  - (d) All logging operators on forest lands must be trained and certified under the state's professional logger program such as Virginia's SHARP Logger Program.
  - (e) Dispersed skidding will occur during the harvest so that on 85% of the area being harvested, the organic layer, topsoil, and root mat will be left in place or revegetated immediately after use and at proper seeding times as determined by the Department.
  - (f) Skidding of trees should be directed in a manner that prevents creation of channels or gullies that concentrate water flow to adjacent streams, ditches, or other water bodies.
  - (g) Log landings will be located outside the riparian corridors. All equipment used for harvesting and hauling operations will be serviced outside of riparian corridors. Ruts will be smoothed to restore hydrology and drainage paths.
  - (h) If during harvest implementation, endangered species such as active Indiana bat roost trees, red cockaded woodpecker, or other species that are identified will be avoided, and all activity will cease within a ¼ mile diameter buffer around the area or roost trees, until consultation with the Department.
  - (i) All prehistoric caves, sensitive areas, and historic areas will be excluded from ground disturbance when identified. Any discovery by the purchaser of additional areas, resources, species, or members of species needing special protection shall be promptly reported to the Department and the purchaser shall immediately suspend operations within the area discovered. Any trees shall not be allowed to be felled into any areas identified.
  - (j) Purchaser shall maintain roads, commensurate with Purchaser's use.
- (3) The location of any landings, logging deck areas and stream crossings will be approved by the Department prior to development.
- (4) The Purchaser agrees to exercise the utmost care and caution to prevent the occurrence and spread of forest fires on the area for harvest 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 him/her or any subcontractor involved in the harvest operation or for fire damage to residual trees and adjacent forest stands. This includes any equipment used in the harvest or activities associated with harvest operations 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 the Department advises the Purchaser that 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. Any equipment furnished by the Department shall be stored in sealed boxes provided for this purpose and shall be transported to locations in the immediate vicinity of current logging and milling operations on Harvest Area. The Department shall be reimbursed for any damage to or loss of fire-fighting equipment furnished by the Department, which occurs on Negligently-Caused Fires or as a result of using equipment for unauthorized purposes.
- (5) The Purchaser shall limit or restrict operations in accordance with the Fire Danger Rating schedule shown below. The Department will determine fire danger ratings by using the National Fire Danger Rating System. The Department shall notify the Purchaser of predicted fire danger that may limit or restrict operations. In all cases,

the actual weather elements shall govern over the predicted weather elements in determining Fire Danger. Fire danger ratings are based on a severity index from A (low) to E (highest).

Fire Danger Rating:	Limitations or Restrictions on Purchaser Operations: A to C:
	Normal fire precautionary operations
C+ to D (Very High)	Department may suspend any or all of Purchaser's operations.
E (Extreme)	In addition to above restrictions, internal combustion engines or other spark-producing equipment shall not be operated within any areas of the timber sale without specific written approval by the Department.

- (6) Unnecessary damage to or negligent, or willful cutting of undesignated timber on portions of the Sale Area under this contract is not allowed, and the Purchaser's performance bond could be forfeited.
- (7) So far as practicable, the Purchaser shall protect specified roads and other improvements (such as State of 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 replaced by the Purchaser and at their costs.
- (8) Areas known by the Department and needing special protection of plants, animals, cultural resources, and/or cave resources (if known) are shown on the Sale Area map and/or identified on the ground, and shall be avoided by wheeled or tracked machines, nor will trees be allowed to be felled into such areas unless agreed to in advance. 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 shall be promptly reported to the Department.
- (9) If Purchaser maintains storage facilities for oil, gas, or oil products on the Sale 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. If Purchaser maintains a total of oil or oil products storage in excess of 1,320 gallons in containers of 55 gallons or greater, Purchaser shall prepare a Spill Prevention Control and Countermeasures Plan. Such plan shall meet applicable EPA requirements including certification by a registered professional engineer.

Purchaser shall also notify the Virginia Department of Emergency Management Response Center, as well as, the Virginia Department of Environmental Quality, and the Department's project manager of all releases of hazardous substances on or in the vicinity of the Sale Area that are caused by the Purchaser's employees, agents, subcontractors, or their employees or agents, directly or indirectly, as a result of Purchaser's operations.

#### 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. The Department may also interrupt or cancel harvesting operations due to a court order or other legal sanction. The Department reserves the right to modify, cancel, or suspend the contract to prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources. Suspension might also incur to ensure consistency with land and resource management plans.

## ARTICLE V

- (1) The Purchaser's signature within this contract certifies that this purchase 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 – Section 18.2- 498.1 and federal law and can result in fines, prison sentences, and civil damage awards
- (2) The Purchaser shall obtain certifications from its Subcontractor regarding debarment, suspension, ineligibility, and voluntary exclusion, including additional subcontractors obtained after award of this contract. Purchaser may rely upon certification of a prospective Subcontractor that is not proposed for debarment, debarred, suspended, ineligible, or voluntarily excluded from participating in covered transactions or timber sales. Purchaser shall keep certifications of Subcontractors on file until timber sale Termination Date.
- (3) 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 bon-a-fide 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.
- (4) DRUG, FIREARMS, AND TOBACCO 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).
  - (c) No firearms of any kind are allowed on State Property, neither concealed nor open carry.
  - (d) No tobacco use of any type is visibly allowed on State Property.

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.

- (5) The Purchaser certifies and warrants that by his/her signature within this contract that he/she has neither offered nor received any kickbacks from any other bidder in connection with his/her 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.
- (6) 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.
- (7) The Purchaser shall indemnify, and hold harmless the Commonwealth of Virginia, Department of Corrections, and the Department of Forestry and its officers, agents and employees from any claims, suits, liability or damage arising

from or caused by negligence on the part of the Purchaser in harvesting the timber designated for removal herein conveyed.

- (8) The Department is prevented from doing business with corporations or their principals that have been convicted of a felony criminal violation under any State law within the preceding 24 months and/or have unpaid State Tax Liability. Appropriate certifications will be provided by the Purchaser when required.
- (9) The required bid deposit shall protect the Commonwealth, the Virginia Department of Forestry, and the Virginia Department of Corrections in event the Purchaser defaults before a contract is fully executed. The deposit will be credited toward the purchase price of the timber once a contract has been fully executed.
- (10) This contract may not be assigned, sublet or transferred without the written consent of the Department.

WITNESS:

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\_\_\_\_\_ PURCHASER

\_\_\_\_\_ TELEPHONE NUMBER

Approved at Charlottesville, VA under the above conditions September 5, 2019

\_\_\_\_\_  
VIRGINIA STATE FORESTER OR DESIGNEE





# Virginia Department of Corrections Timber Sale Map HNY06111

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7/16/2019



While VDOF has attempted to ensure that the features shown on this map are accurate, VDOF did not perform survey work or otherwise verify information provided to it in preparing this map and all features and acreages shown are approximate. VDOF expressly disclaims all warranties of any type concerning this map, and any use of the map assumes you understand and agree with this disclaimer.

