



**GNA/SPA PROJECT EWING MOUNTAIN
BRUSH CREEK UNITS 22 & 29 TIMBER SALE**

TIMBER SALE CONTRACT

THIS CONTRACT, made and entered into this ____ day of ____ **2022**, (the “Effective Date”), by and between the Commonwealth of Virginia, Department of Forestry hereinafter called the “Department”, and _____ of _____, Virginia, _____ hereinafter called the “Purchaser”.

WITNESSETH THAT:

ARTICLE I

(1)The Department agrees to sell and the Purchaser agrees to buy all standing timber not designated to be left on approximately **31.3** acres found on the property of the **U.S. Forest Service–Mount Rogers National Recreation Area (USFS-MRNRA)** located within two units (22 & 29) off State Route 602 (Brush Creek Road) using Forest Service Road #797 (Bournes Branch) approximately three miles south of Highway 94 in Grayson County. The area for harvest is shown on the attached map (Attachment A). **ALL MERCHANTABLE TIMBER WITHIN THE IDENTIFIED HARVEST AREA (Units 22 & 29) SCHEDULED FOR REMOVAL UNDER THIS CONTRACT EXCEPT FOR THOSE DESIGNATED FOR LEAVE MARKED WITH A BAND OF YELLOW PAINT AT DBH.** Harvested timber to be felled and utilized to the highest merchantable standards. The harvest area is a part of the George Washington and Jefferson National Forests, and the timber is being sold under Good Neighbor Authority Supplemental Project Agreement #18-GN-11080800-001.The volume to harvest is estimated to be approximately **276,232 board feet** of sawtimber and **219.80 cords of pulpwood**. See attached maps and consult a Virginia Highway map.

The following total sale volumes by species are only estimates and not guaranteed. Any Purchaser is urged to use their own cruise data to compute their offer.

SPECIES	TOTAL VOLUME Bd. Ft. INTERNATIONAL ¼” RULE	TOTAL CORDS TOPWOOD/PULPWOOD
WHITE PINE SAWTIMBER	249,683	
BLACK Gum SAWTIMBER	928	
CHESTNUT OAK SAWTIMBER	4,957	
RED MAPLE SAWTIMBER	8,340	
SCARLET OAK SAWTIMBER	12,324	
HARDWOOD PULPWOOD		135.90
PINE PULPWOOD		83.90
TOTAL	276,232	219.80

The Purchaser agrees to pay the Department for this timber the sum of _____ (\$_____). **Full payment is due within ten (10) business days from the date hereof made payable to the “Treasurer of Virginia, Department of Forestry”**. The Purchaser shall pay the following rates for timber harvested that was designated for leave or not included within the harvest area to facilitate log landing locations, skid trails, or temporary roads that

require prior approval by the Department with trees harvested set aside for scaling by the Department: \$_____ per MBF for White Pine Sawtimber, \$_____ per MBF for various Hardwood Sawtimber, and \$_____ cord for any pulpwood. Additional Stumpage value payments due within 10 business days after billing by the Department. **All checks to be made payable to the Treasurer of Virginia, Department of Forestry.**

- (2) Except as provided, current contract rates or required down payments/deposits are required when the harvest releases for cutting by the Department.
- (3) The Department (and USFS-MRNRA) guarantees the title to said timber and to defend it against all claims for taxes, mortgages or other legitimate encumbrances at its own expense. However, title to all forest products shall remain with the Commonwealth of Virginia until payment has been made in full in the case of timber removed from the sale area that was not designated originally for removal.
- (4) The Department (and USFS-MRNRA) hereby expressly grants to the Purchaser the right of ingress and egress across to and upon the sale area identified on the attached map.
- (5) The Department, through agreement with the U.S. Forest Service, hereby expressly grants to the Purchaser the right of ingress and egress across and upon the sale area. U.S. Forest Service personnel also have the right of ingress and egress into the sale area via FS Road 797 coming from SR (State Route) 602 (Brush Creek Road). A gate at the entry of FS Road 797 is closed, but the Purchaser will have keyed access when operations are permitted.
- (6) **Logging operations within the sale area along with use of FS Road 797 will be limited to October 1 to May 1 of each year of the contract. No logging operations allowed unless agreed to in advance between May 2 and September 30 of each calendar year of the contract.**
- (7) When required, the Department (or USFS-MRNRA) will be responsible for acquiring easements or use agreements of any private roads within the sale area.

ARTICLE II

- (1) **A deposit of two thousand five hundred dollars (\$2,500.00) made payable to the "Treasurer of Virginia, Department of Forestry" will serve as a performance bond for the duration of this contract. The Purchaser understands that this performance bond will refund upon the successful completion of the harvesting provisions of this contract.** Furthermore, understand that forfeiture of this deposit/bond can occur for any breach or noncompliance of same provisions or termination of this Contract prior to its expiration. Performance bonds shall be returned to the Purchaser within thirty (30) business days after the expiration or sooner termination of this Contract. In the event Department's actual loss or damage exceeds the balance of the "deposit" being held, Purchaser agrees to reimburse the Department promptly for any difference, and nothing in this provision shall limit in any way the Department's right to pursue its appropriate remedies in law or equity.
- (2) The Purchaser agrees to notify State Lands Manager Ed Stoots at 540-492-0152 **at least two weeks (10) working days prior to the commencement of harvest activities. Purpose of the notification is to hold a pre-harvest meeting prior to harvest to ensure all parties understand the location of timber to harvest, are aware of any site hazards, and address ingress and egress to the site by the purchaser's operations and the approximate hours of operation while harvesting. Decking/landing locations jointly identified.**
- (3) 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 removed within **32 months** of the Effective Date unless an extension granted in writing. The termination date shall be **April 30, 2025.**
- (4) The boundaries of the harvest areas, or any harvest unit thereof, are shown on the attached map (Attachment A) that is made a part hereof, and where designated on the ground with orange/pink/blue ribbon and/or three vertical blue paint marks by the Department and approved to meet the anticipated needs of the parties. Approximate acreages stated by harvest area or unit but not guaranteed. Also shown on attached map (Attachment A) are 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.

- (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. In no case will a currently debarred person, one scheduled for debarment, or one suspended by the U.S. Forest Service be designated.
- (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". Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. 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 sale area as part of the overall project area.
- (7) The Department reserves the right to inspect any and all contractors and subcontractors' operations at any time.
- (8) Independent Contractor: The Purchaser, their 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.
- (9) 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: "Occupational Safety and Health Act of 1970."

ARTICLE III

- (1) Timber harvested to be fell, 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.
 - (a) Stumps cut in such manner as to cause the least possible waste and no higher than 10 inches above ground level; except on misshapen trees, or other adverse conditions such as exposed or defective trees where cutting below 10 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. Utilization standards will be in accordance with the following Timber Utilization Standards.

Forest Service Timber Utilization Standards						
Species	Product	Minimum Specifications				
		Merchantable Tree		Piece Required to be Removed		
		DBH (inches)	No. of Minimum Pieces per Tree	Length (feet)	DIB (inches)	Net Scale in % of Gross Scale
All Softwoods	Sawtimber	12.0	1.5	8	8.0	30
All Hardwoods	Sawtimber	12.0	1.5	8	10.0	30
Low Grade Hardwoods (LGH)	Sawtimber	12.0	1.5	8	10.0	50
Below Grade Hardwoods (HWDC)	Sawtimber	12.0	1.5	8	10.0	50
Softwood	Pulpwood	6.0	1.5	10	3.5	NA
Hardwood	Pulpwood	6.0	1.5	10	3.5	NA

- (c) All merchantable trees will be cut within the boundaries of the designated units except for those trees banded at DBH in yellow paint, or those unit boundary trees designated with three blue slash marks facing into the unit at DBH.

- (d) All trees not designated to be left shall be felled within the cutting boundaries. Logging debris accumulated outside the sale area shall be pulled back within the sale area unless otherwise specified by the GNA Project Manager. 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 cutting units unless otherwise agreed to in writing. Slash adjacent to log landings, delimiting areas, and similar areas of slash accumulation within all payment units 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 payment units. Slash depth should not exceed four (4) feet. Slash shall not be scattered within 15 feet of the bole of any leave tree within any payment unit.
- (e) Extreme caution shall be expected in felling and skidding around marked trees designated to be left. This is to minimize damage to the residual growing stock which will be retained. Any trading of trees or removal of trees designated for leave will require scaling by the Department and payment to the Department. Unnecessary damage to or negligent, or willful cutting of undesignated timber on portions of the Sale Area cut over under this contract shall be paid for by the purchaser as fixed, agreed, and liquidated damages an amount equivalent to the amount payable at Current Contract Rates. If designated by the project manager, Purchaser shall remove such marked damaged or cut timber and pay for it at current contract rates.
- (f) No trees, tops, limbs or other logging debris will be left in streams, creeks or springs. Streamside Managements Zones (SMZ's) and/or Equipment Exclusion Zones, if any, have been identified and marked on the ground in Blue Paint.
- (g) The Purchaser and the Department shall mutually lay out the designated system of temporary roads 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 permanent roads is allowed but the road must remain open at all times, and no skidding is allowed on any system/permanent roads. All temporary roads are required to be rehabilitated immediately following the harvest. **NO permanent road construction is allowed.**
- (h) **Any trees designated for leave 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 Orange Paint and the additional volume will be scaled and paid for by the Purchaser at the established bid rates based on the product within 10 business days of billing.**
- (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 U.S. Forest Service until it has been paid for and removed from the sale area or other authorized cutting area, 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 U.S. Forest Service.
- (k) In the event the included timber to which the Department and U.S. Forest Service holds title to is destroyed, Purchaser will not be obligated to remove and pay for such timber. For damaged timber the Project Manager shall make an appraisal to determine for each product/species the difference between the appraised unit 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 Purchasers operations or those of any subcontractor.
- (l) All trees (live or dead) sold hereunder shall be utilized as low in diameter in the tops as may be practical. Volume to remove from the entire harvest area estimated at **219.80 cords of pine and hardwood pulpwood and 276,232 board feet of pine and hardwood sawtimber (International ¼)**, but such volume is estimated and not guaranteed.

- (m) Logging debris accumulated outside the harvest area shall be pulled back into the harvest area.
- (2) Timber harvested by the Purchaser from standing trees 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 entranceways to primary and secondary Virginia highways. Purchaser shall obtain any VDOT entry permits at Purchaser's expense. Entry permits are required Haul roads shall be maintained at all times in accordance with the road maintenance requirements listed.
- (a) 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, leadoff ditches, decks, skid trails and streams where destructive action of the Purchaser has contributed to a BMP or Water Quality problem. **Normal operating seasons, unless otherwise agreed to, shall be October 1 to May 1 of each year to limit conflicts with recreational use of the area.**
- (b) The Purchaser shall guard against the unnecessary transfer of mud and debris by vehicle onto the public highway system or paved property road 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.
- (c) 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 Forest Service land is specifically reserved by Department and the U.S. Forest Service.
- (d) All such roads with the exception of skidding roads constructed by the Purchaser and all existing roads within the timber sale 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 the U.S. Forest Service 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 acre. Fertilizer (10-10-10), if needed, will apply at a rate of 300 pounds per acre. Seed mixture shall be Orchard Grass at 60 pounds per acre, Annual Rye at 25 pounds per acre, Ladino White Clover at 10 pounds per acre, Foxtail Millet at 3 pounds per acre, and Crimson Clover at 3 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 or portable bridges on temporary roads. **Gravel on FS Road 797** is needed if there are soft spots or when crossing SMZ's, **and** in accordance with the road maintenance specifications requirement included in this agreement – See Attachment #1.
- (e) All logging operators on state forested lands trained and certified under the state's professional logger program, such as Virginia's SHARP Logger Program.
- (f) Dispersed skidding will occur during the harvest so that on 85% of the area harvested, the organic layer, topsoil, and root mat left in place or revegetated immediately after use and at proper seeding times as determined by the Department.
- (g) Log landings will be located outside the riparian corridors and need approved by the Department before use. All equipment used for harvesting and hauling operations serviced outside of riparian corridors. Ruts smoothed to restore hydrology and drainage paths.

- (h) If during harvest implementation, endangered species such as active Indiana Bat, or other species that 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 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.
 - (j) Purchaser shall maintain roads, commensurate with Purchaser's use and in accordance with the attached Road Maintenance Requirements & Specifications – See Attachment #1.
 - (k) Fences damaged (if any) by the Purchaser's operations repaired including any fence section removed to facilitate the removal of trees harvested.
 - (l) Purchaser shall use reasonable efforts to not leave trash, bottles, cans, or other debris on the Harvest 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.
 - (m) **Purchaser agrees to leave the horse trail that exists in unit 29 open (no brush and logging waste) at conclusion of operations, and to install erosion control measures such as water bars to deflect water erosion on the trails in areas specified by DOF at conclusion of logging or seasonal operations. Water bars to consist of raised berms of soil created to limit erosion of the trails – BUT crossable by horses still. The horse trail that exists within Unit 22 is unauthorized and will be closed by the Purchaser using slash & other logging debris to prevent unauthorized vehicle or horse use, where necessary, at conclusion of operations.**
- (3) 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 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.
- (4) 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) 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 repaired and replaced by the Purchaser and at their cost.
- (7) Areas known by the Department (and USFS-MRNRA) needing special protection of plants, animals, cultural resources, and/or cave resources (if known) are shown on Attachments A and B 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 promptly reported to the Department.
- (8) If Purchaser maintains storage facilities 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 or United States. 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 National 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 (and USFS-MRNRA) 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 to comply with NEPA 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 or other documents prepared to the National Environmental Policy Act (NEPA) of 1969, or to conduct environmental analysis, including but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973.
- (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 on the Courts of the Commonwealth. The agency and the Purchaser are encouraged to resolve any issues in controversy arising from the award of this contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, 2.2-4366). The Purchase 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 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 any 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 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 the 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, TOBACCO FREE WORKPLACE: The Purchaser acknowledges and certifies that they understand that the following acts by the Purchaser, their employees, and/or agents performing services on State or Federal 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 they understand that a violation of these prohibitions constitutes a breach of contract and may result in default action taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

- (5) The Purchaser certifies and warrants that by their signature within this contract that they have neither offered nor received any kickbacks from any other bidder in connection with their 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, and deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

- (6) Indemnification: The Purchaser shall indemnify, and hold harmless the Commonwealth of Virginia, the Department, (and USFS-MRNRA), and their 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 their Contractor's performance under any contract awarded hereunder, included but not limited to claims arising as the result of the use of materials, goods, equipment or services furnished by the Purchaser thereunder.
- (7) The Department is prevented from doing business with corporations or their principals that have been convicted of a felony criminal violation under any State or Federal law within the preceding 24 months and/or have unpaid State or Federal Tax Liability. Appropriate certifications provided by the Purchaser when required.
- (8) The required deposit/performance bond shall protect the Commonwealth, the Department (and USFS-MRNRA) in the event the Purchaser defaults before a contract is executed. The Department will hold the deposit until the harvest is complete and the Purchaser has fulfilled all contracted provisions.
- (9) This contract may not be assigned, sublet or transferred without the written consent of the Department. The Purchaser shall obtain certifications from their 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.
- (10) In witness whereof this Timber Sale Contract has been executed on the date first above written.

No member of the United State Congress or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit that may arise therefrom, unless it is made with a corporation for its general benefit (18 USC 431, 433).

PURCHASER

PHONE NUMBER

EMAIL ADDRESS

Approved at _____, VA under the above conditions _____, 2022

STATE LANDS MANAGER

ATTACHMENT #1
ROAD MAINTENANCE REQUIREMENTS AND SPECIFICATIONS
EWING MOUNTAIN GNA- BRUSH CREEK UNITS 22 & 29 TIMBER SALE

SECTION 1. GENERAL

Purchaser's maintenance responsibility begins (1) after purchaser performs Pre-haul Maintenance on a road listed in the Road Maintenance Requirements Schedule; or (2) for all other roads, when Purchaser begins to use the road. Occasional travel by Purchaser's light vehicles, prior to beginning of construction clearing or logging operations in the area accessed by the road, does not constitute beginning of use. Purchaser is not required to perform routine maintenance during periods of inactivity. During periods of inactivity, Forest Service will perform maintenance only as required to meet its needs.

The Purchaser shall maintain roads, commensurate with the Purchaser's use, in accordance with the Road Maintenance Requirements Summary and Road Maintenance Specifications. Performance of road maintenance work by the Purchaser may be required prior to, during, or after each period of use. The timing of work accomplishment shall be based on the Purchaser's operating schedule.

The Purchaser may use different roads than those listed in the Road Maintenance Requirements Summary, only after it is determined what the Purchaser's commensurate share of road maintenance and/or revise road maintenance deposits will be.

Unless agreed to in writing otherwise, pre-haul maintenance shall be completed on any portion of road prior to hauling on that portion.

The Purchaser shall attend to the following situations as they occur and concurrently with sale operations: remove slides, fallen timber and other obstructions and overhanging brush obstructing road sight distance. Excess material resulting from any maintenance activity shall not be placed at locations where it will wash into streams.

SECTION 2. ROAD MAINTENANCE DEFINITIONS

Wherever the following terms are used in the Road Maintenance Specifications, the meaning shall be:

Base Course. Material placed on the Subgrade to distribute concentrated wheel loads.

Berm. Curb or dike constructed to prevent Roadway runoff water from discharging onto embankment slope.

Borrow. Select Material taken from designated borrow sites.

Crown, In-slope, and Out-slope. The cross slope of the Traveled Way to aid in drainage and traffic maneuverability.

Culverts. A conduit or passageway under a road, trail, or other obstruction. A culvert differs from a bridge in that it is usually entirely below the elevation of the Traveled Way.

Drainage Dip. A dip in the Traveled Way which intercepts surface runoff and diverts the water off the Traveled Way. A Drainage Dip does not block the movement of traffic.

Drainage Structures. Manufactured structures which control the runoff of water from the Roadway including In-slope, over-side drains, aprons, flumes, down drains and downpipes.

Lead-off Ditches. A ditch used to transmit water from a Culvert, Drainage Structure or Drainage Dip outlet to the natural drainage area.

Maintenance Activity. Items of work leading to the minor restoration and upkeep of a road and necessary to sustain the roads' anticipated traffic.

Material. Any substance specified for use in the performance of the work.

Pre-haul Maintenance. Road maintenance work to be accomplished prior to the roads use.

Roadbed. The portion of a road between the intersection of Subgrade and side slopes, excluding that portion of the ditch below Subgrade.

Roadside. A general term denoting the area adjoining the outer edge of the Roadway.

Roadway. The portion of a road within the limits of excavation and embankment.

Shoulder. That portion of Roadway contiguous with Traveled Way for accommodation of stopped vehicles, for emergency use, and lateral support of Base and Surface Course, if any.

Slide. A concentrated deposit of materials from above or on back-slope extending onto the Traveled Way or Shoulders, whether caused by mass land movements or accumulated raveling.

Slough. Material eroded from the back-slope which partially or completely blocks the ditch but does not encroach on the Traveled Way so as to block passage of traffic.

Slump. A localized portion of the Roadbed which has slipped or otherwise become lower than that of the adjacent Roadbed and constitutes a hazard to traffic.

Subgrade. Top surface of Roadbed upon which Base Course or Surface Course is constructed. For roads without Base Course or Surface Course, that portion of Roadbed prepared as the finished wearing surface.

Surface Course. The Material placed on the Base Course or Subgrade to enhance traction, distribute concentrated wheel loads and resist abrasion and the effects of climate. Surface Course may be referred to as surfacing.

Traveled Way. That portion of Roadway, excluding Shoulders, used for the movement of vehicles.

Turnouts. That portion of the Traveled Way constructed as additional width on single lane roads to allow for safe passing of vehicles.

Water-bar. A dip in the Roadbed which intercepts surface runoff and diverts the water off the Roadway. A Water-bar is not designed to be traversable by logging trucks.

SECTION 3. ROAD MAINTENANCE REQUIREMENTS SCHEDULE

Contract Road Maintenance Requirements Summary

Road	Termini		Miles	Applicable Pre-haul Road Maintenance Specifications									
	From	To		1020	1040	3020	4020						
FS 797	Gate	Unit 29	1.5	P	P	P	P						

P = Purchaser Performance Item

Road	Termini		Miles	Applicable During Haul Road Maintenance Specifications									
	From	To		1020	1040	3020	4020						
FS 797	Gate	Unit 29	1.5	P	P								

P = Purchaser Performance Item

Road	Termini		Miles	Applicable Post Haul Road Maintenance Specifications									
	From	To		1020	1040	3020	4020						
FS 797	Gate	Unit 29	1.5	P	P	P							

P = Purchaser Performance Item

SECTION 4. ROAD MAINTENANCE ACTIVITY SPECIFICATIONS

INCLUDED SPECIFICATIONS

<u>Activity No.</u>	<u>Activity Specification Title</u>
1020	Surface Blading (Dozer)
1040	Spot Surface Course Placement
3020	Ditch Cleaning
4020	Roadway Mowing and Clearing

ACTIVITY 1020 - SURFACE BLADING (DOZER)

DESCRIPTION

1.1 Surface blading is keeping a native or aggregate surfaced Roadbed in a condition to facilitate traffic and provide proper drainage. It includes maintaining the Crown, In-slope or Out-slope of the Traveled Way, Turnouts, and Shoulder; repairing Berms; blending approach road intersections; and cleaning bridge decks, Drainage Dips, and Lead-off Ditches. This work may be accomplished using a crawler tractor with a dozer blade capable of angling.

REQUIREMENTS

3.1 Surface blading shall be performed before, during, and after Purchaser's use as often as necessary to facilitate traffic and proper drainage.

3.2 The surface blading shall preserve the existing cross-section. Ruts, chuckholes and corrugations that affect the smoothness of ride do not have to be removed unless they become excessive or interfere with proper drainage. Surface Course Material which has been displaced to the Shoulders or Turnouts shall be returned to the Traveled Way. The blading operation shall be conducted to conserve surface Material and to provide for a thorough mixing of the Material being worked.

3.3 On native surfaced roads, Material generated from back-slope Sloughing, and ditch cleaning may be blended with the surface Material being worked. On aggregate surfaced roads this Material shall not be blended with Surface or Base Course Material unless agreed otherwise.

3.4 Roadway back-slopes shall not be undercut.

3.5 Drainage Dips and Lead-off Ditches shall be cleaned and maintained to retain the existing line, grade, and cross-section.

3.6 Intersecting roads shall be bladed for a distance of 50 feet to assure blending of the surfaces.

3.7 Rocks or other Material remaining on the Traveled Way after the final pass that are 4 inches in diameter or larger shall be removed. The unsuitable Material shall be disposed of by side casting unless agreed otherwise.

3.8 Material resulting from this activity shall not remain on or in structures, such as Culverts, cattle guards, ditches and Drainage Dips.

3.9 Material resulting from this activity, plus any accumulated debris, shall be removed from bridge decks and the deck drains opened.

ACTIVITY 1040 - SPOT SURFACE COURSE PLACEMENT

DESCRIPTION

1.1 Spot surface course placement includes subgrade preparation, furnishing, spreading and shaping Materials in accordance with the Requirements.

MATERIALS

2.1 Surface course Material will be in accordance with the Requirements, 3.2.

REQUIREMENTS

3.1 Subgrade Preparation. Prepare subgrade to receive surface course Material at locations as designated on-the-ground by the Department on roads listed below. Prepare the subgrade by shaping the Roadbed to approximately the original cross-section and consistent with adjacent sections.

3.2 Furnish and spread Material at spot locations designated on the ground as follows.

Road Number	Road Name	Pre-haul/During Haul	Type Material	Quantity (C.Y./Tons)
FS 797	Bournes Branch	Pre-haul	VA #57 Stone/Surge	80 Tons
FS 797	Bournes Branch	During haul	VA #57	40 Tons
FS 797	Bournes Branch	Post haul	VA #57	40 Tons

3.3 Variations. Suggested Amounts of Stone Needed is estimated as follows above for the roadways being used.

ACTIVITY 3020 - DITCH CLEANING

DESCRIPTION

1.1 Ditch cleaning is the removal and disposal of all accumulated organic and Slough Material from Roadway ditches to provide a free-draining waterway.

REQUIREMENTS

3.1 Ditch cleaning shall be repeated during sale operations as often as necessary to facilitate proper drainage.

3.2 All Slough Material or other debris which might obstruct water flow in the Roadway ditch shall be removed. Material removed from the ditch, if suitable, may be blended into existing native road surface or Shoulder or placed in designated Berms in conjunction with Surface Blading, Activity 4020, operations. Material removed from ditches that is not suitable for blending into the existing surface course shall be placed on adjacent fill slopes or disposed of as agreed otherwise.

3.3 Roadway back-slopes shall not be undercut.

ACTIVITY 4020 - ROADWAY MOWING AND CLEARING

DESCRIPTION

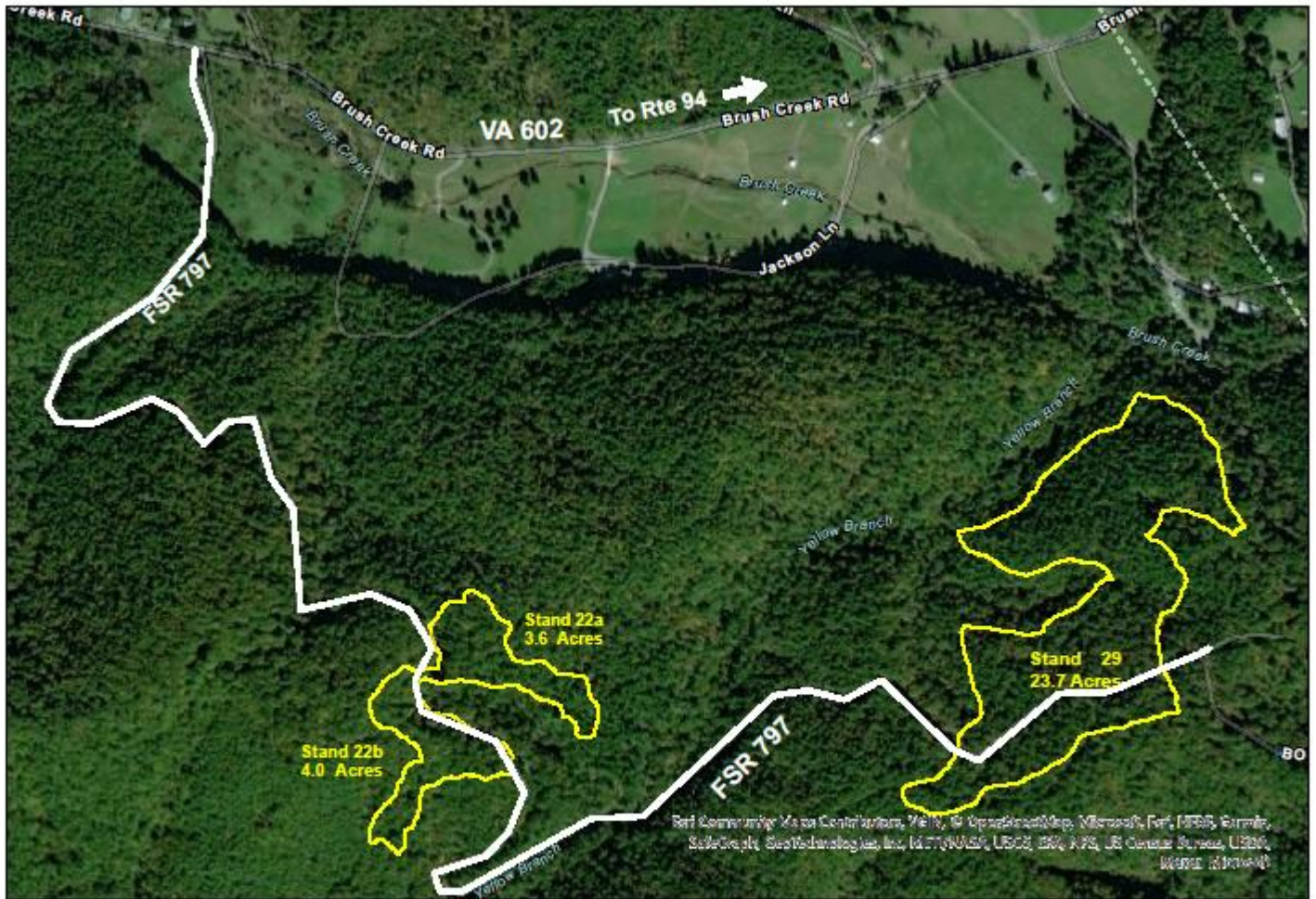
1.1 This work includes removal of brush, trees and other vegetative growth from within the Roadway limits.

REQUIREMENTS

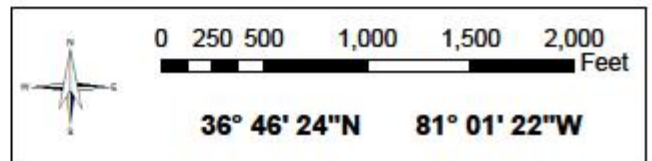
3.1 **Vegetative matter within the Roadway which impedes vehicular travel or interferes with road maintenance operations, such as surface blading and ditch and culvert cleaning shall be removed.** Downed timber meeting utilization standards shall be cut in appropriate lengths and decked along the Roadside in locations where the Traveled Way or sight distances will not be impaired.

3.2 Vegetative matter removed from the Roadway shall be uniformly placed on fill slopes unless agreed otherwise.

ATTACHMENT A
HARVEST AREA(S) AND SALE AREA



**USFS Brush Creek
GNA Unit C4974 Stands 22 & 29
2022 Harvest**



ATTACHMENT B
GENERAL TRACT LOCATION MAP

