



CITY OF SUFFOLK

Purchasing Division

P.O. Box 1858, Suffolk, VA 23439-1858; TEL: (757) 514-7520; Fax (757) 514-7524

REQUEST FOR QUOTATION

TITLE: **Timber Sale – Carolina Road**

ACCEPTANCE DATE: Prior to 5:00 p.m. – September 25, 2013 “Local Verizon Time”

RFQ NUMBER: 2014-00022-CN

MAIL OR DELIVER RESPONSE TO: Finance Department
Purchasing Division, Room 105
441 Market Street
Suffolk, Virginia 23434

OR FAX RESPONSE TO: (757) 514-7524

Requests for information related to this Request for Quotation should be directed to:

Cindy L. Norfleet, CPPB
Senior Buyer
(757) 514-7522
Email address: cnorfleet@suffolkva.us

Issue Date: September 16, 2013

IF YOU NEED ANY REASONABLE ACCOMMODATION FOR ANY TYPE OF DISABILITY IN ORDER TO PARTICIPATE IN THIS PROCUREMENT, PLEASE CONTACT THIS DIVISION AS SOON AS POSSIBLE.

If you have obtained this bid document from the City’s website or a source other than the City of Suffolk, contact the Purchasing Division prior to submitting your quotation to ensure that a complete up-to-date package has been received. The Purchasing Division is not responsible for providing addenda if the bidder is not listed as a prospective bidder.

REQUEST FOR QUOTATION

TIMBER SALE – CAROLINA ROAD

1.0	PURPOSE	3
2.0	COMPETITION INTENDED	3
3.0	SCOPE OF WORK	3
4.0	QUALIFICATIONS.....	4
5.0	MISCELLANEOUS INFORMATION	4
6.0	OPTION	5
7.0	CONDITIONS AND INSTRUCTIONS	5
	QUOTATION FORM.....	13
	<u>(ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES</u>	<u>15</u>

Prepared By: Cindy L. Norfleet Date: Sept. 16, 2013
Senior Buyer

1.0 PURPOSE

The intent of this Request for Quotation is to sell approximately fifty (50) acres of timber located off Carolina Road, Suffolk, Virginia to make way for construction of the City's new Public Works Operations Center. Work shall be in accordance with all specifications, terms, and conditions herein.

Work MUST be completed by July 1, 2014.

To visit the job site, stop by the Traffic Engineering office, Building C, located at the Public Works Operation Center, 866 Carolina Road, Suffolk, Virginia.

2.0 COMPETITION INTENDED

It is the City's intent that this Request for Quotation (RFQ) permits competition. It shall be the bidder's responsibility to advise the Senior Buyer in writing if any language requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFQ to a single source. Such notification must be received not later than five (5) days prior to the date set for bids to close.

3.0 SCOPE OF WORK

The area to be logged consists of twenty-two (22) acres of merchantable pine plantation approximately 15-18 years old, an unmerchantable area of pine and hardwood (10-12 years old) resulting from old field natural regeneration that is 22 ½ acres and a hardwood Streamside Management Zone of approximately 2 ½ acres. The streamside Management Zone is not included in the cruise. These are a few large diameter pines and hardwood located along an interior stream and ditch. These are many corridors cut through the stands that have taken away from the timber volume.

A majority of the time in the unmerchantable area does not meet the height requirements for merchantability. These trees can be utilized as biomass or fuel.

Trees shall be completely clear cut.

Ground conditions of this tract are considered nominal for logging for late April through November in a normal year. Although conditions have been wetter than average, soil conditions are considered satisfactory for harvest.

The regulations that will apply to this project will be in accordance with standard Forestry Rules (See attached.)

Attached are two (2) cruises performed by Turner Forestry, LLC. One cruise is for merchantable typical for the area, and the other to calculate the volume of the unmerchantable trees that could be chipped for fuel. This cruises have a summary sheet of the timber volumes, a stand table (distribution of volume by diameter class), and a stocking table (the number of trees by diameter class). Also included is a cruise map showing the location of the stands and timber types.

The tract of land from which the trees will be harvested will be utilized by the City of Suffolk and the construction site for the new Public Works Operation Center; therefore, forestry rules for re-seeding of the area do not apply. (See the attached Forestry Rules.)

The Contractor shall leave the property as clear as possible of logs, limbs, and other debris to aid in the ultimate clearing and grubbing of stumps for ultimate development of this site by the City.

Work MUST be completed by July 1, 2014 in order to coincide with the future construction of the City's new Public Works Operations Center.

The Contractor agrees to abide by the Best Management Practices as outlined by the Virginia Department of Forestry.

The City will review and execute a standard timber deed provided by the successful Contractor. The timber deed will be in a "lump sum" format. The City will expect payment from the Contractor prior to performing the work.

The Contractor shall not, under any conditions, assign any of the timber rights to any other party without written consent of the City.

4.0 QUALIFICATIONS

Contractor/Logger must have performed similar work in the logging industry for a period of at least five (5) years and agrees that competent, experience and qualified staff will perform all the work specified herein. The Contractor must demonstrate to the satisfaction of the City that they have the capability to perform the services required under this RFQ. Contractor must provide on the BID FORM a list of references for whom they have provided similar services in the past two (2) years. List shall include contact person, address, and phone number for each reference listed.

5.0 MISCELLANEOUS INFORMATION

A. Weight limitation for log trucks using City of Suffolk roads

Log truck permits are issued by the Commonwealth of Virginia and not the City of Suffolk per recent changes in State Code (Virginia Code Section 46.2-1149.2).

The City's Motor Carrier Unit is responsible for making sure that all trucks that use the roadways of Suffolk are safe and meet all applicable standards. The two (2) mostly widely noted problems are trucks with safety violations of defective equipment such as brakes, lights, structural integrity, and over length loads.

Maximum load length is 65 feet unless a special permit is obtained, in which case the maximum length is 75 feet. The load cannot overhang the back of the truck in excess of 15 feet.

The Motor Carrier Unit has offered to provide a free inspection of any equipment to provide a courtesy list of any concerns with the equipment prior to it being operated in a logging operation. No enforcement actions would be taken during this inspection, and the courtesy inspection may actually make the need for additional inspections while operating in Suffolk much less intensive. This service may be arranged by calling Officer D.T. Rupe with Suffolk Police Motor Carrier Unit at (757) 514-7975 or (757) 925-2013. A time and place to conduct the courtesy inspection will be scheduled at a time agreeable to both parties.

B. Environmental Permit Issues

As long as the Contractor stays out of the delineated wetlands areas of the timber tract, there should be no impact to the Corp of Engineers permit.

The regulations that will apply to this project will be in accordance with standard Forestry rules (see attached).

In general, the Contractor will need to follow best practices for forestry operations and not cause impacts to the air, water or adjacent wetland areas. The Contractor will not be required to reseed the area. E&S should not be an issue, since the ground is covered with organic material.

6.0 OPTION

As an option, the City may request that the successful Bidder grub and dispose of remaining stumps and debris left at the job site once the harvesting of timber has been performed to the satisfaction of the City. The site shall be left ready for E & S to be performed by City staff.

The Bidder is requested to provide a lump sum price for this optional work in the space provided on the QUOTATION FORM.

The Bidder's willingness to provided the requested optional services, and the price provided will not be considered in the award of the RFQ..

7.0 CONDITIONS AND INSTRUCTIONS

1. **Award:** Award will be made to the highest responsive and responsible bidder. The quality of the goods and/or services to be supplied, their conformity with the specifications, their suitability to the requirements, the delivery, qualifications and references will be taken into consideration in making the award. The City reserves the right to refuse all bids.
2. **City's Rights:** The City reserves the right to reject any and all quotation, and to waive any informality if it is determined to be in the best interest of the City.
3. **Silence of Specifications:** The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and correct type,

size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.

4. **Anti-collusion:** The bidder certifies by signing this Invitation of Bid that this bid is made without prior understanding, agreement, or accord with any other person or firm submitting a bid for the same goods and/or services and that this bid is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. Any false statement hereunder may constitute a felony and can result in a fine and imprisonment, as well as civil damages.
5. **Indemnity/Hold Harmless:** The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless the City, its officials, employees, agents, and representatives thereof from any and all losses, damages, claims, fines, penalties, suits, costs, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property which arise out of any violation of law by, and all acts and omissions of the Contractor, the Contractor's agents, employees, or customers occurring in connection with the products and services covered herein or from any claims or amounts arising from the violation of any law, bylaw, ordinance, regulation or decree.

The Contractor's indemnification obligation with respect to any and all claims against the City or any of its officers, agents, employees, by any employee or statutory employee of the Contractor, or any of Contractor's subcontractors, or anyone directly or indirectly employed by any of them, or anyone for whose acts the Contractor or Contractor's subcontractor may be liable, shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any of Contractor's subcontractors under workers' compensation laws, disability benefit laws or other applicable employee benefit laws.

6. **Laws, Regulations:** The Contractor shall keep fully informed of all federal, state, and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
7. **Alien employment:** The Contractor certifies that he does not and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ unauthorized aliens as defined in the federal Immigration Reform and Control Act of 1986, as amended.
8. **Contractor's License:** If any of the services promulgated under this solicitation consist of construction work, it is required under Title 54.1, Chapter 11, Code of Virginia, for a contractor who performs or manages construction, removal, repair, or improvement when the total value referred to in a single contract or project is:

One hundred twenty thousand dollars (\$120,000) or more, or the total value of all such construction, removal, repair or improvements undertaken by such person within any twelve-month period is seven hundred fifty thousand dollars (\$ 750,000) or more shall show evidence of being licensed as a Class A Contractor.

Ten thousand dollars (\$10,000) or more, but less than one hundred twenty thousand dollars (\$120,000) or the total value of all such construction, removal, repair, or improvement undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) or more, but less than seven hundred fifty thousand dollars (\$750,000) shall show evidence of being licensed as a Class B Contractor.

Over one thousand (\$1,000) but less than ten thousand (\$10,000), or the total value of all such construction, removal, repair, or improvements undertaken by such person within any twelve-month period is one hundred and fifty thousand dollars (\$150,000) shall show evidence of being licensed as a Class C Contractor.

The City shall require master certification as a condition of licensure or certification of electrical, plumbing and heating, ventilation and air conditions contractors.

A valid business license from the City may be required. The bidder shall complete whichever of the following notations as appropriate:

“Licensed Class A Virginia Contractor Number _____.”

“Licensed Class B Virginia Contractor Number _____.”

“Licensed Class C Virginia Contractor Number _____.”

9. **Default:** In event of default by the Contractor, the City reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. Such actions taken by the City shall not release the contractor from additional remedies that may be allowed by law.
10. **Faith-based Organizations:** The City of Suffolk does not discriminate against faith-based organizations.
11. **Anti-Discrimination:** By submitting their bids, bidders certify to the City that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans with Disabilities Act and 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia 2.2.4343.1E).

In every contract over \$10,000 shall include the following provisions:

During the performance of this contract, the Contractor agrees as follows:

- a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, service disabled veterans or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

The Contractor will include the provisions of Section a., b., and c. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

12. **Drug-Free Workplace:** During the performance of this contract, the Contractor agrees to (1) provide a drug-free workplace for the Contractor's employees; (2) post in conspicuous place, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (3) state in all solicitation or advertisement for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (4) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

13. **Assignment of Contract:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the City.

14. **Independent Contractor:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the City.
15. **Governing Law:** This Agreement is made, entered into, and shall be performed in the City of Suffolk, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this Agreement, the parties agree to the exclusive jurisdiction and venue of the Circuit Court of the City of Suffolk, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Norfolk Division.

The Contractor shall not cause a delay in services because of the pending or during litigation proceedings, except with the express, written consent of the City or written instruction/order from the Court.

16. **Severability:** If any provision of this contract or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected hereby, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
17. **Responsibility of Contractor:** The Contractor shall, without additional costs or fee to the City, correct or revise any errors or deficiencies in his performance. Neither the City's review, approval or acceptance of, nor payment for any of the services required under this Agreement shall be deemed a waiver of rights by the City, and the Contractor shall remain liable to the City for all costs which are incurred by the City as a result of the Contractor's negligent performance of any of the services furnished under this Agreement.
18. **Safety:** All Contractors and subcontractors performing services for the City are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also all Contractors and subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
19. **License Requirement:** All firms doing business in the City of Suffolk are required to be licensed in accordance with the City of Suffolk business license ordinance. Wholesale and retail merchants without a business location in the City of Suffolk are exempt from this requirement. Any questions concerning business licenses should be directed to the Commissioner of the Revenue's Office, telephone (757) 514-4260.
20. **Bidder Qualifications:** Only bids from established contractors for work similar in scope to work herein shall be considered; the City reserves the right to request specific reference information prior to award. Bidder shall demonstrate that he has adequate and appropriate manpower, tools and equipment to respond and

perform in accordance with the provisions herein. Specific Bidder Qualifications may be required for some projects and if so, will be provided by the City.

21. **Disqualification:** The City may, at its option, disqualify a bidder and reject his quote for cause. Reasons deemed to be sufficient for this action shall include, but not be limited to, the following:

Evidence of collusion among bidders.

- Interest by any bidder in more than one bid submitted. This restriction does not apply to subcontractors.
- Default on any previous contract.
- For unreasonable failure to complete a previous contract within the specified time or for being in arrears on an existing contract without reasonable cause for being in arrears.
- Inability to perform as revealed by an investigation of the Bidder's financial statement, experience and/or plant and equipment.
- The bidder does not meet project-specific requirements, as identified in the Contract Documents.
- The bidder cannot meet required delivery requirements.
- Bidder is in arrears on taxes or other money owed to the City.
- Bidder is nonresponsive or nonresponsible.

22. **Informalities:** The City reserves the right to waive any informality in an otherwise responsive bid by a responsible bidder. There is no requirement that the City make such a waiver if it is deemed in the City's interest to not make such a waiver. No clearly stated requirements of a bid may be waived as an informality.

23. **Insurance**

The successful offeror shall procure, maintain, and provide proof of, insurance coverage's for injuries to persons and/or property damage as may arise from or in conjunction with, the work performed on behalf of the City by the offeror, his agents, representatives, employees or subcontractors. Proof of coverage as contained herein shall consist of all policies, endorsements, declaration pages and certificates of insurance and shall be submitted fifteen (15) days prior to the commencement of work, and such coverage shall be maintained by the offeror for the duration of the contract period; for occurrence policies. Claims made policies must be in force or that coverage purchased for three (3) years after delivery date.

- a. **General Liability**

Coverage shall be as broad as: Comprehensive General Liability endorsed to include Broad Form, Commercial General Liability form including Products/Completed Operations.

1. **Minimum Limits**

General Liability:

\$1,000,000 General Aggregate Limit

\$1,000,000 Products & Completed Operations

\$1,000,000 Personal and Advertising Injury
\$1,000,000 Each Occurrence Limit
\$1,000,000 Fire Damage Limit
\$ 500,000 Medical Expense Limit

b. Workers' Compensation

Limits as required by the Workers' Compensation Act of Virginia.
Employers Liability, \$1,000,000.

c. Umbrella/Excess Liability

\$1,000,000 umbrella/excess liability coverage

d. Coverage Provisions

1. All deductibles or self-insured retention shall appear on the declaration pages, endorsements, and/or policies provided.
2. The City of Suffolk, its' officers/officials, employees, agents and volunteers shall be added as "additional insured" as their interests may appear. A copy of all endorsements, declaration pages, and policies that address additional insured shall be provided. This provision does not apply to Professional Liability or Workers' Compensation/Employers' Liability.
3. The offeror's insurance shall be primary over any applicable insurance or self-insurance maintained by the City.
4. Shall provide thirty (30) days written notice to the City before any cancellation, suspension, or void of coverage in whole or part, where such provision is reasonable.
5. All coverage for subcontractors of the offeror shall be subject to all of the requirements stated herein.
6. All deductibles or self-insured retention shall appear on the declaration page(s), endorsement(s), and/or policies and shall be subject to approval by the City. At the option of the City, either; the insurer shall reduce or eliminate such deductible or self-insured retention; or the offeror shall be required to procure a bond guaranteeing payment of losses and related claims expenses.
7. Failure to comply with any reporting provisions of the policy(s) shall not affect coverage provided the City, its' officers/officials, agents, employees and volunteers.
8. The insurer shall agree to waive all rights of subrogation against the City, its' officers/officials, agents, employees or volunteers for any act, omission or condition of premises which the parties may be held liable by reason of negligence.
9. The offeror shall furnish the City with all certificates of insurance, endorsements, declaration pages, and policies affecting coverage.

All documents are to be signed by a person authorized by the insurance company(s) to bind coverage on its' behalf, if executed by a broker, notarized copy of authorization to bind, or certify coverage must be attached.

10. All insurance shall be placed with insurers maintaining an A.M. Best rating of no less than an A:VII. If A.M. Best rating is less than A:VII, approval must be received from City's Risk Officer.
11. All coverage's designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

All coverage designated herein shall be as broad as the Insurance Services Office (ISO) forms filed for use with the Commonwealth of Virginia.

QUOTATION FORM

TO: Purchasing Division
441 Market Street
Suffolk, VA 23434

BID: Timber Sale – Carolina

DUE: September 25, 2013

TIME: 5:00 p.m., local

_____ (Company) quotes firm price, exclusive of all taxes, to provide timber services in accordance with all specifications, terms, and conditions herein.

Contractor agrees to purchase timber and provide timber services specified herein for the lump sum price of \$_____.

Indicate length of time required for commercial harvesting of parcel as identified in the Scope of Work after receiving Notice to Proceed: _____ calendar days. (Work MUST be completed prior to July 1, 2014. Ability to meet the required date of delivery may be a factor in the award.)

OPTION:

The Contractor agrees (if requested) to grub and dispose of all stumps and debris and ready site for E & S by City staff for a lump sum of \$_____.

Yes / No (Circle one)

References: Indicate below a listing of at least three (3) recent references for whom you have provided similar services in the past two (2) years. Include the date services were furnished and the name, address, and phone number of the person we have your permission to contact.

	<u>Client/Address</u>	<u>Date</u>	<u>Contact Person</u>	<u>Phone No.</u>
1)	_____	_____	_____	_____

2)	_____	_____	_____	_____

3)	_____	_____	_____	_____

Bidder has included the following with the bid submittal (✓ if you comply):

- _____ Anticollusion/Nondiscrimination/Drug Free Workplace Clause
- _____ Conditions and Instructions, Section 7.0 (Pages 5-17)

Payment Terms/Discounts _____ (Suffolk's normal payment schedule: items accepted and invoiced by 10th of month will be paid month end. Cash discounts offered for less than 30 Days from receipt of proper invoice will not be considered in award.)

BIDDER:

Company Name _____

Address _____

Person Quoting _____ Title _____

Telephone No. _____ Fax No. _____

Email Address: _____ Cell Phone No. _____

Social Security No. or FIN No. _____

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment/materials/ service and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

I certify by my signature below that I have received the documents associated with this bid and understand that the review for completeness of these bid documents and the understanding and comprehension of the bid specifications is solely my responsibility; based on this, by my signature below I waive all rights to further claims against the City of Suffolk that the document were incomplete or not understandable.

I certify that the bidder represented herein is eligible to bid with respect to all applicable sections of State and Local Government Conflict of Interest Act, Code of Virginia, Section 2.1-639.1 et. seq.

Signature _____ **Date** _____

(Person signing bid should show title or authority to bind the firm in a contract.)

ANTICOLLUSION/NONDISCRIMINATION/DRUG FREE WORKPLACE CLAUSES

ANTICOLLUSION CLAUSE:

IN THE PREPARATION AND SUBMISSION OF THIS BID, SAID BIDDER DID NOT EITHER DIRECTLY OR INDIRECTLY ENTER INTO ANY COMBINATION OR ARRANGEMENT WITH ANY PERSON, FIRM OR CORPORATION, OR ENTER INTO ANY AGREEMENT, PARTICIPATE IN ANY COLLUSION, OR OTHERWISE TAKE ANY ACTION IN THE RESTRAINT OF FREE, COMPETITIVE BIDDING IN VIOLATION OF THE SHERMAN ACT (15 U.S.C. SECTION 1), SECTIONS 59.1-9.1 THROUGH 59.1-9.17 OR SECTIONS 59.1-68.6 THROUGH 59.1-68.8 OF THE CODE OF VIRGINIA.

THE UNDERSIGNED BIDDER HEREBY CERTIFIES THAT THIS AGREEMENT, OR ANY CLAIMS RESULTING THEREFROM, IS NOT THE RESULT OF, OR AFFECTED BY, ANY ACT OF COLLUSION WITH, OR ANY ACT OF, ANOTHER PERSON OR PERSONS, FIRM OR CORPORATION ENGAGED IN THE SAME LINE OF BUSINESS OR COMMERCE; AND, THAT NO PERSON ACTING FOR, OR EMPLOYED BY, THE CITY OF SUFFOLK HAS AN INTEREST IN, OR IS CONCERNED WITH, THIS BID; AND, THAT NO PERSON OR PERSONS, FIRM OR CORPORATION OTHER THAN THE UNDERSIGNED, HAVE, OR ARE, INTERESTED IN THIS BID.

DRUG-FREE WORKPLACE:

DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES TO (I) PROVIDE A DRUG-FREE WORKPLACE FOR THE CONTRACTOR'S EMPLOYEES; (II) POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, A STATEMENT NOTIFYING EMPLOYEES THAT THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION, OR USE OF A CONTROLLED SUBSTANCE OR MARIJUANA IS PROHIBITED IN THE CONTRACTOR'S WORKPLACE AND SPECIFYING THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF SUCH PROHIBITION; (III) STATE IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR THAT THE CONTRACTOR MAINTAINS A DRUG-FREE WORKPLACE; AND (IV) INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS I, II, AND III IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

FOR THE PURPOSE OF THIS SECTION, "DRUG-FREE WORKPLACE" MEANS A SITE FOR THE PERFORMANCE OR WORK DONE IN CONNECTION WITH A SPECIFIC CONTRACT AWARDED TO A CONTRACTOR IN ACCORDANCE WITH THIS CHAPTER, THE EMPLOYEES OF WHOM ARE PROHIBITED FROM ENGAGING IN THE UNLAWFUL MANUFACTURE, SALE, DISTRIBUTION, DISPENSATION, POSSESSION OR USE OF ANY CONTROLLED SUBSTANCE OR MARIJUANA DURING THE PERFORMANCE OF THE CONTRACT.

NONDISCRIMINATION CLAUSE:

1. EMPLOYMENT DISCRIMINATION BY BIDDER SHALL BE PROHIBITED.
2. DURING THE PERFORMANCE OF THIS CONTRACT, THE SUCCESSFUL BIDDER SHALL AGREE AS FOLLOWS:
 - A. THE BIDDER, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX, NATIONAL ORIGIN, AGE, DISABILITY, OR ANY OTHER BASIS PROHIBITED BY STATE LAW RELATING TO DISCRIMINATION IN EMPLOYMENT, EXCEPT WHERE THERE IS A BONA FIDE OCCUPATIONAL QUALIFICATION/CONSIDERATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE BIDDER. THE BIDDER AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISIONS OF THIS NONDISCRIMINATION CLAUSE.
 - B. THE BIDDER, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYEES PLACED ON BEHALF OF THE BIDDER, WILL STATE THAT SUCH BIDDER IS AN EQUAL OPPORTUNITY EMPLOYER.
 - C. NOTICES, ADVERTISEMENTS, AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
 - D. BIDDER WILL INCLUDE THE PROVISIONS OF THE FOREGOING SECTIONS A, B, AND C IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

Name and Address of Bidder:	Date:
	By:
	Signature In Ink
	Printed Name
Telephone Number: ()	Title
Fax Phone Number: ()	
FIN/SSN#:	

Is your firm a "minority" business? Yes No If yes, please indicate the "minority" classification below:
 African American Hispanic American American Indian Eskimo Asian American Aleut
 Other; Please Explain: _____

Is your firm Woman Owned? Yes No Is your firm a Small Business? Yes No

Turner Forestry, LLC
28326 Holly Run Drive
Carrsville, VA 23315

CRUISE SUMMARY

City of Suffolk Public Works
City of Suffolk, VA

September 3, 2013

49 samples
47.5 acres

Cruise Type
20 Factor Prism
Form Class 78

	<u>TONS</u>	<u>INT"L 1/4"</u>	<u>DOYLE</u>
Pine Sawtimber	79 tons	14 MBF	8 MBF
Red Oak Sawtimber	0 tons	0 MBF	0 MBF
White Oak Sawtimber	0 tons	0 MBF	0 MBF
Poplar Sawtimber	0 tons	0 MBF	0 MBF
Maple/Birch Sawtimber	0 tons	0 MBF	0 MBF
Gum Sawtimber	15 tons	3 MBF	2 MBF
Misc. Hardwood Sawtimber	0 tons	0 MBF	0 MBF
Cypress Sawtimber	0 tons	0 MBF	0 MBF
Total Sawtimber	94 tons	17 MBF	9 MBF
Pine Pulpwood	1028 tons	394 cords	
Pine Topwood (estimated)	38 tons	15 cords	
Hardwood Pulpwood	117 tons	39 cords	
Hardwood Topwood (estimated)	12 tons	4 cords	

Data rounded to the nearest whole number

STAND TABLE

Turner Forestry, LLC
28326 Holly Run Drive
Carrsville, VA 23315

Tract Name: City of Suffolk Public Works
County/State: City of Suffolk, VA
Date: 9/3/13

Sample Points: 49
Acres: 47.5

Pine Sawtimber

TONS

DBH/LOGS	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	tons by DBH	
8"	0	0	0								0	
10"	30	0	0	0	0						30	
12"	39	0	0	0	0	0	0				39	
14"	0	0	0	0	0	0	0				0	
16"	0	0	0	0	0	0	0				0	
18"	0	0	0	0	0	0	0				0	
20"	0	0	0	0	0	0	0	0	0		0	
22"	0	0	0	0	0	0	0	0	0		0	
24"	0	0	0	0	0	0	0	0	0		0	
26"	0	0	0	0	0	0	0	0	0		0	
28"	0	10	0	0	0	0	0	0	0		10	
per acre	1.65										Total	79

Hardwood Pulpwood

DBH	TONS
6"	62
8"	40
10"	0
12"	16
14"	0
16"	0
18"	0
Total	117
per acre	2.47

Red Oak

board feet Doyle

DBH/LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

White Oak

board feet Doyle

DBH/LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

Poplar

board feet Doyle

DBH/LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

Birch/Maple

board feet Doyle

DBH/LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

Gum

board feet Doyle

DBH/LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	1799	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	38				Total	1799

Misc.

board feet Doyle

DBH/LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

Cypress

board feet Doyle

DBH/LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

Pine Pulpwood

TONS

DBH/Stems	1	2	3
6"	235		
8"	350	120	0
10"	204	25	0
12"	61	24	0
14"	9	0	0
16"	0	0	0
18"	0	0	0
Total	1028		
per acre	21.64		

STOCKING TABLE

Turner Forestry, LLC
28326 Holly Run Drive
Carrsville, VA 23315

Tract Name: City of Suffolk Public Works
County/State: City of Suffolk, VA
Date: 9/3/13

Sample Points: 49
Acres: 47.5

Pine Sawtimber

number of trees

DBH/LOGS	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	
8"	0	0	0								
10"	142	0	0	0	0						
12"	124	0	0	0	0	0	0				
14"	0	0	0	0	0	0	0				
16"	0	0	0	0	0	0	0				
18"	0	0	0	0	0	0	0				
20"	0	0	0	0	0	0	0	0	0		
22"	0	0	0	0	0	0	0	0	0		
24"	0	0	0	0	0	0	0	0	0		
26"	0	0	0	0	0	0	0	0	0		
28"	0	5	0	0	0	0	0	0	0	0	
per acre	6									Total	270

Hardwood Pulpwood

DBH	trees
6"	790
8"	167
10"	0
12"	25
14"	0
16"	0
18"	0
Total	982
per acre	21

Red Oak

number of trees

DBH/LOGS	1	1.5	2	2.5	3
12"	0	0	0		
14"	0	0	0		
16"	0	0	0	0	0
18"	0	0	0	0	0
20"	0	0	0	0	0
22"	0	0	0	0	0
24"	0	0	0	0	0
26"	0	0	0	0	0
28"	0	0	0	0	0
per acre	0			Total	0

White Oak

number of trees

DBH/LOGS	1	1.5	2	2.5	3
12"	0	0	0		
14"	0	0	0		
16"	0	0	0	0	0
18"	0	0	0	0	0
20"	0	0	0	0	0
22"	0	0	0	0	0
24"	0	0	0	0	0
26"	0	0	0	0	0
28"	0	0	0	0	0
per acre	0			Total	0

Poplar

number of trees

DBH/LOGS	1	1.5	2	2.5	3
12"	0	0	0		
14"	0	0	0		
16"	0	0	0	0	0
18"	0	0	0	0	0
20"	0	0	0	0	0
22"	0	0	0	0	0
24"	0	0	0	0	0
26"	0	0	0	0	0
28"	0	0	0	0	0
per acre	0			Total	0

Birch/Maple

number of trees

DBH/LOGS	1	1.5	2	2.5	3
12"	0	0	0		
14"	0	0	0		
16"	0	0	0	0	0
18"	0	0	0	0	0
20"	0	0	0	0	0
22"	0	0	0	0	0
24"	0	0	0	0	0
26"	0	0	0	0	0
28"	0	0	0	0	0
per acre	0			Total	0

Gum

number of trees

DBH/LOGS	1	1.5	2	2.5	3
12"	0	0	0		
14"	0	0	0		
16"	0	0	0	0	0
18"	0	0	11	0	0
20"	0	0	0	0	0
22"	0	0	0	0	0
24"	0	0	0	0	0
26"	0	0	0	0	0
28"	0	0	0	0	0
per acre	0			Total	11

Misc.

number of trees

DBH/LOGS	1	1.5	2	2.5	3
12"	0	0	0		
14"	0	0	0		
16"	0	0	0	0	0
18"	0	0	0	0	0
20"	0	0	0	0	0
22"	0	0	0	0	0
24"	0	0	0	0	0
26"	0	0	0	0	0
28"	0	0	0	0	0
per acre	0			Total	0

Cypress

number of trees

DBH/LOGS	1	1.5	2	2.5	3
12"	0	0	0		
14"	0	0	0		
16"	0	0	0	0	0
18"	0	0	0	0	0
20"	0	0	0	0	0
22"	0	0	0	0	0
24"	0	0	0	0	0
26"	0	0	0	0	0
28"	0	0	0	0	0
per acre	0			Total	0

Pine Pulpwood

trees

DBH/Stems	1	2	3
6"	2569		
8"	2001	500	0
10"	782	71	0
12"	173	49	0
14"	18	0	0
16"	0	0	0
18"	0	0	0
Total	6163		
per acre	130		

Turner Forestry, LLC
 28326 Holly Run Drive
 Carrsville, VA 23315

CRUISE SUMMARY

City of Suffolk Public Works FUEL
 City of Suffolk, VA

September 3, 2013

49 samples
 47.5 acres

Cruise Type
 20 Factor Prism
 Form Class 78

	<u>TONS</u>	<u>INT"L 1/4"</u>	<u>DOYLE</u>
Pine Sawtimber	0 tons	0 MBF	0 MBF
Red Oak Sawtimber	0 tons	0 MBF	0 MBF
White Oak Sawtimber	0 tons	0 MBF	0 MBF
Poplar Sawtimber	0 tons	0 MBF	0 MBF
Maple/Birch Sawtimber	0 tons	0 MBF	0 MBF
Gum Sawtimber	0 tons	0 MBF	0 MBF
Misc. Hardwood Sawtimber	0 tons	0 MBF	0 MBF
Cypress Sawtimber	0 tons	0 MBF	0 MBF
Total Sawtimber	0 tons	0 MBF	0 MBF
Pine Pulpwood	365 tons	140 cords	
Pine Topwood (estimated)	0 tons	0 cords	
Hardwood Pulpwood	0 tons	0 cords	
Hardwood Topwood (estimated)	0 tons	0 cords	

Data rounded to the nearest whole number

STAND TABLE

Turner Forestry, LLC
28326 Holly Run Drive
Carrsville, VA 23315

Tract Name: City of Suffolk Public Works FUEL # Sample Points: 49
County/State: City of Suffolk, VA # Acres: 47.5
Date: 9/3/13

Pine Sawtimber

TONS

DBH\LOGS	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5	tons by DBH	
8"	0	0	0								0	
10"	0	0	0	0	0						0	
12"	0	0	0	0	0	0	0				0	
14"	0	0	0	0	0	0	0				0	
16"	0	0	0	0	0	0	0				0	
18"	0	0	0	0	0	0	0				0	
20"	0	0	0	0	0	0	0	0	0		0	
22"	0	0	0	0	0	0	0	0	0		0	
24"	0	0	0	0	0	0	0	0	0		0	
26"	0	0	0	0	0	0	0	0	0		0	
28"	0	0	0	0	0	0	0	0	0		0	
per acre	0.00										Total	0

Hardwood Pulpwood

DBH	TONS
6"	0
8"	0
10"	0
12"	0
14"	0
16"	0
18"	0
Total	0
per acre	0.00

Red Oak

board feet Doyle

DBH\LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

White Oak

board feet Doyle

DBH\LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

Poplar

board feet Doyle

DBH\LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

Birch/Maple

board feet Doyle

DBH\LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

Gum

board feet Doyle

DBH\LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

Misc.

board feet Doyle

DBH\LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

Cypress

board feet Doyle

DBH\LOGS	1	1.5	2	2.5	3	
12"	0	0	0			
14"	0	0	0			
16"	0	0	0	0	0	
18"	0	0	0	0	0	
20"	0	0	0	0	0	
22"	0	0	0	0	0	
24"	0	0	0	0	0	
26"	0	0	0	0	0	
28"	0	0	0	0	0	
per acre	0				Total	0

Pine Pulpwood

TONS

DBH/Stems	1	2	3
6"	203		
8"	112	0	0
10"	37	0	0
12"	13	0	0
14"	0	0	0
16"	0	0	0
18"	0	0	0
Total	365		
per acre	7.69		

STOCKING TABLE

Turner Forestry, LLC
28326 Holly Run Drive
Carrsville, VA 23315

Tract Name: City of Suffolk Public Works FUEL
County/State: City of Suffolk, VA
Date: 9/3/13

Sample Points: 49
Acres: 47.5

Pine Sawtimber

DBH/LOGS	number of trees											
	1	1.5	2	2.5	3	3.5	4	4.5	5	5.5		
8"	0	0	0									
10"	142	0	0	0	0							
12"	50	0	0	0	0	0	0					
14"	0	0	0	0	0	0	0	0				
16"	0	0	0	0	0	0	0	0	0			
18"	0	0	0	0	0	0	0	0	0			
20"	0	0	0	0	0	0	0	0	0	0		
22"	0	0	0	0	0	0	0	0	0	0		
24"	0	0	0	0	0	0	0	0	0	0		
26"	0	0	0	0	0	0	0	0	0	0		
28"	0	0	0	0	0	0	0	0	0	0		
per acre	4										Total	192

Hardwood Pulpwood

DBH	trees
8"	0
10"	0
12"	0
14"	0
16"	0
18"	0
Total	0
per acre	0

Red Oak

DBH/LOGS	number of trees						
	1	1.5	2	2.5	3		
12"	0	0	0				
14"	0	0	0				
16"	0	0	0	0	0		
18"	0	0	0	0	0		
20"	0	0	0	0	0		
22"	0	0	0	0	0		
24"	0	0	0	0	0		
26"	0	0	0	0	0		
28"	0	0	0	0	0		
per acre	0					Total	0

White Oak

DBH/LOGS	number of trees						
	1	1.5	2	2.5	3		
12"	0	0	0				
14"	0	0	0				
16"	0	0	0	0	0		
18"	0	0	0	0	0		
20"	0	0	0	0	0		
22"	0	0	0	0	0		
24"	0	0	0	0	0		
26"	0	0	0	0	0		
28"	0	0	0	0	0		
per acre	0					Total	0

Poplar

DBH/LOGS	number of trees						
	1	1.5	2	2.5	3		
12"	0	0	0				
14"	0	0	0				
16"	0	0	0	0	0		
18"	0	0	0	0	0		
20"	0	0	0	0	0		
22"	0	0	0	0	0		
24"	0	0	0	0	0		
26"	0	0	0	0	0		
28"	0	0	0	0	0		
per acre	0					Total	0

Birch/Maple

DBH/LOGS	number of trees						
	1	1.5	2	2.5	3		
12"	0	0	0				
14"	0	0	0				
16"	0	0	0	0	0		
18"	0	0	0	0	0		
20"	0	0	0	0	0		
22"	0	0	0	0	0		
24"	0	0	0	0	0		
26"	0	0	0	0	0		
28"	0	0	0	0	0		
per acre	0					Total	0

Gum

DBH/LOGS	number of trees						
	1	1.5	2	2.5	3		
12"	0	0	0				
14"	0	0	0				
16"	0	0	0	0	0		
18"	0	0	0	0	0		
20"	0	0	0	0	0		
22"	0	0	0	0	0		
24"	0	0	0	0	0		
26"	0	0	0	0	0		
28"	0	0	0	0	0		
per acre	0					Total	0

Misc.

DBH/LOGS	number of trees						
	1	1.5	2	2.5	3		
12"	0	0	0				
14"	0	0	0				
16"	0	0	0	0	0		
18"	0	0	0	0	0		
20"	0	0	0	0	0		
22"	0	0	0	0	0		
24"	0	0	0	0	0		
26"	0	0	0	0	0		
28"	0	0	0	0	0		
per acre	0					Total	0

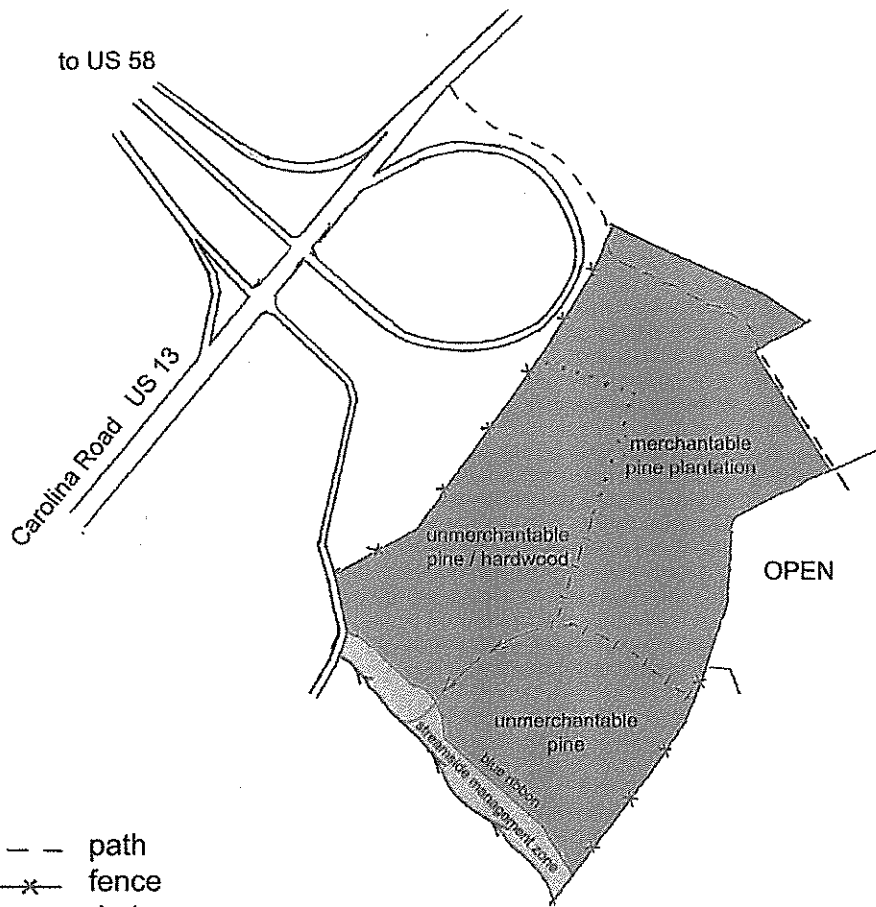
Cypress

DBH/LOGS	number of trees						
	1	1.5	2	2.5	3		
12"	0	0	0				
14"	0	0	0				
16"	0	0	0	0	0		
18"	0	0	0	0	0		
20"	0	0	0	0	0		
22"	0	0	0	0	0		
24"	0	0	0	0	0		
26"	0	0	0	0	0		
28"	0	0	0	0	0		
per acre	0					Total	0

Pine Pulpwood

DBH/Stems	trees		
	1	2	3
6"	4446		
8"	1278	0	0
10"	284	0	0
12"	74	0	0
14"	0	0	0
16"	0	0	0
18"	0	0	0
Total	6082		
per acre	128		

City of Suffolk, Virginia
 Public Works Project
 City of Suffolk, VA
 1" = 10 chains
 47.5 cruise acres



- path
- x-x- fence
- .-.- drain
- >-> stream
- stand line
- |-|- ditch

Turner Forestry, LLC
 28326 Holly Run Drive
 Carrsville, VA 23315

Forestry rules

§ 10.1-1181.2. Conduct of silvicultural activities; issuance of special orders

A. If the State Forester believes that an owner or operator has conducted or is conducting or has allowed or is allowing the conduct of any silvicultural activity in a manner that is causing or is likely to cause pollution, he may notify the owner or operator regarding the activity that is causing or likely to cause pollution and recommend (i) corrective measures and (ii) a reasonable time period to prevent, mitigate, or eliminate the pollution. If the owner or operator fails to take action to prevent, mitigate, or eliminate the pollution, the State Forester shall issue a special order pursuant to subsection B or C. Failure of the State Forester to notify an owner or operator of such corrective measures shall not impair the State Forester's authority to issue special orders pursuant to subsection B or C.

B. The State Forester shall have the authority to issue special orders to any owner or operator who has conducted or is conducting, or has allowed or is allowing to be conducted, any silvicultural activity in a manner that is causing or is likely to cause pollution, to cease immediately all or part of the silvicultural activities on the site, and to implement specified corrective measures within a stated period of time. Such special orders are to be issued only after the owner or operator has been given the opportunity for a hearing with reasonable notice to the owner or operator, or both, of the time, place and purpose thereof, and they shall become effective not less than five days after service as provided in subsection D.

C. If the State Forester finds that any owner or operator is conducting any silvicultural activity in a manner that is causing or is likely to cause an alteration of the physical, chemical or biological properties of any state waters resulting from sediment deposition presenting an imminent and substantial danger to (i) the public health, safety or welfare, or the health of animals, fish or aquatic life; (ii) a public water supply; or (iii) recreational, commercial, industrial, agricultural or other reasonable uses, the State Forester may issue, without advance notice or hearing, an emergency order directing the owner or operator, or both, to cease immediately all or part of the silvicultural activities on the site, and to implement specified corrective measures within a stated period of time. The commencement of proceedings by the State Forester

for the issuance of a special order pursuant to subsection B shall not impair the State Forester's authority to issue an emergency special order pursuant to this subsection. The State Forester shall provide an opportunity for a hearing, after reasonable notice as to the time and place thereof to the owner or operator, to affirm, modify, amend or cancel such emergency special order.

D. The owner or operator to whom such special order is directed shall be notified by certified mail, return receipt requested, sent to the last known address of the owner, or operator, or by personal delivery by an agent of the State Forester, and the time limits specified shall be counted from the date of receipt.

E. The State Forester shall not issue a special order to any owner or operator who has incorporated generally acceptable water quality protection techniques in the operation of silvicultural activities, which techniques have failed to prevent pollution, if the State Forester determines that the pollution is the direct result of unusual weather events that could not have been reasonably anticipated.

F. Any hearing required under this section shall be conducted in accordance with § 2.2-4020 unless the parties consent to informal proceedings.

G. The State Forester shall not issue a notice under subsection A or a special order or emergency special order under subsection B or C more than one year after the silvicultural activity has occurred on the property. Any such notice, special order, or emergency special order shall remain in effect until the State Forester determines that corrective measures specified therein have been implemented.

H. Prior to completion **but not later than three working days after the commencement of an operation, the operator shall notify the State Forester of the commercial harvesting of timber.** For the purpose of this section, commercial harvesting of timber means the harvesting of trees for the primary purpose of transporting to another site for additional manufacturing. The notification may be verbal or written and shall (i) specify the location and the actual or anticipated date of the activity and (ii) be made in a manner prescribed by the State Forester. If an operator fails to comply with the provisions of this subsection, the State Forester may assess a civil penalty of \$250 for the initial violation and not more than \$1,000 for any subsequent violation within a 24-month period by the operator. Such civil penalties shall be paid into the state treasury and credited to the Virginia Forest Water Quality Fund pursuant to § 10.1-1181.7

Implementation of Virginia's Seed Tree Law

Some trees produce more and better seed than others. Select only the trees with good genetic qualities. In selecting seed trees look for the following characteristics:

- Straight trunk.
- Windfirmness.
- Well-shaped, healthy crown.
- Evidence of seed production by presence of many cones.
- As tall or taller than surrounding trees.
- Fast growing.
- No evidence of disease or insects.

Visit our [Laws page](#) to learn more about the Seed Tree Law and the Reforestation of Timberlands program.

Spacing of Seed Trees

Seed trees should be distributed over each acre as evenly as possible.

Spacing Guide for Eight Trees Per Acre: 74 feet x 74 feet or 50 feet x 100 feet

- Select seed trees in advance of cutting operation by marking them with paint, plastic flagging or other approved methods.

Alternate Reforestation Management Plan

The objective of the Seed Tree Law is to provide prompt reforestation of cutover land. The law permits a person not to leave seed trees provided the approval of an effective reforestation plan has been secured from the State Forester.

Points to consider in requesting an alternate management plan include:

- In lieu of leaving seed trees, the cutover area can be planted with genetically-improved seedlings.
- Spacing and stocking can be controlled by reforesting the tract.
- Reforestation with nursery grown pine seedlings usually provides a healthier, more productive stand than nature produces with seed trees.

Assistance with planting costs is available to qualified landowners through Virginia's [Reforestation of Timberlands \(RT\) Program](#). RT covers a percentage of reforestation costs for site preparation, planting, seedlings and release from competitive brush.

The seed trees that would have been left can add to the volume and value of the timber sale. To ensure proper reforestation, the area may need to be site prepared following logging. Techniques of site preparation might include bulldozing, drum chopping and prescribe burning, or aerial spray and prescribe burning. Some areas may need to have the hardwood brush controlled after planting to allow room for the seedlings to grow.

Before making the decision to harvest timber and leave seed trees, review your options with your Area Forester to determine the best alternative management practices, for you and your forest

land. The law works best when you make an informed decision about the future of your forest land.

The Seed Tree Law in Brief, amended 1996: The Law applies to any area ten or more acres on which loblolly or white pine constitutes 25% or more of the live trees on each acre.

The Law Requires eight cone-bearing pine trees 14 inches or larger in diameter on each acre be left uncut and uninjured. If a seed tree 14 inches in diameter or larger, is not present on any particular acre, two of the largest diameter trees present must be left in its place.

The seed trees must be left uncut for three years following the timber harvest. Any person violating any provision of this article shall be guilty of a misdemeanor and upon conviction shall be fined \$30 for each seed tree cut. The total amount of the fine for any one acre shall not exceed \$240. **The law does not apply to land which has been zoned for a more intensive land use than agriculture or forestal use**