Wausau & Marathon County
Parks, Recreation & Forestry

FALL 2020 TIMBER SALE INVITATION FOR BID

Here is our fall timber sale prospectus.

Please submit bids after reviewing the prospectus, sale areas, and timber sale contract including:

- Purchasers are allowed to submit a personal or business check as a bid security in the amount of 10% of the total bid.
- All pulpwood will be bid by the ton to a top diameter of 4". There is also an option to bid on tops/biomass.
- Stick scaled cord volume will be converted to tons using published WDNR handbook weights. The Marathon County mixed hardwood pulp weight is 4800 pounds per cord. (See table on back of this sheet)
- **NEW - <u>A secondary bid opening</u> for any tracts not sold in the first bid opening shall be held at 1:30 pm Monday, November 2, 2020, Conference Room 2, 212 River Drive, Wausau, WI 54403.**
- **<u>CONTRACT EXTENSIONS:</u>**
  Please read and understand contract extensions as we will be following our policy.

To submit a bid:

1. Use the enclosed bid form or a photocopy.
2. Bid a price per **ton** or **MBF** for each species, including tracts designated as lump sum.
3. Complete the Logger's Statement of Qualifications.
4. Sign your bid.
5. Enclose a bid bond, cashier's, personal or business check, letter of credit, or money order for 10% of the total bid.
6. Seal each signed bid in a separate envelope marked: "Timber Sale Bid - Tract No._____".
7. **<u>Submit your signed bid(s) by 1:30pm, Monday September 28, 2020</u>**, to the Wausau and Marathon County Parks, Recreation, and Forestry Department, 212 River Drive, Ste. 2, Wausau, WI 54403-5476. Actual receipt is required. Deposit in the mail, facsimile, or e-mail is not sufficient.

I invite you to attend the bid opening at 1:30pm, **<u>Monday, September 28, 2020</u>**, Conference Room 2, 212 River Drive, Wausau, Wisconsin, 54403.

Thomas G. Lovlien
Forest Administrator

c: Forestry/Recreation Committee
County Administrator
Corporation Counsel
Chad Keranen, DNR Liaison Forester

All pulpwood will now be bid and sold by the ton. State of Wisconsin weight conversion pounds per cord will be used (see chart below). Mixed hardwood will include all hardwood species unless listed separately on the sale map. The Marathon County mixed hardwood pulp weight is established at 4,800 pounds per cord.

CORDWOOD WEIGHT CONVERSION FACTORS
POUNDS PER CORD

Species	Weight
Hemlock	4800
Tamarack	4650
Red Pine	4500
Jack Pine	4250
Balsam	4250
White Pine	4200
Spruce	4000
Cedar	3150
White Oak	5850
Red Oak	5500
Hickory	5400
Yellow Birch	5350
Hard Maple	5100
Beech	5050
Elm	5000
Balsam Poplar	4900
White Birch	4800
Cottonwood	4650
Ash	4600
Soft Maple	4550
Aspen	4500
Basswood	3850
Mixed Hardwood	4800

Marathon County reserves the right to scale any wood products piled in the woods for longer than 30 days.

FALL 2020 TIMBER SALE SUMMARY – MARATHON COUNTY FOREST

TRACT NO.	SPECIES	4" VOLUME	FOREST UNIT AND TRACT DESCRIPTION
6-20	Aspen	3600 Tons	**Leather Camp Forest Unit** – LONG HAUL
	Mixed Hardwood	380 Tons	(69 Acres) Dry Mid-Summer/Dry Fall/Winter
	Red Oak	120 Tons	logging. Access to Hwy 153. Ticket Sale.
	Red Oak Logs	5.0 MBF	Contract must be completed by December 31, 2023.
	Basswood Logs	4.0 MBF	
	Ash Logs	2.0 MBF	
	Tops/Biomass	820 Tons	
7-20	Aspen	2850 Tons	**Leather Camp Forest Unit** – EARLY BIRD
	Mixed Hardwood	400 Tons	(69 Acres) Winter logging. Access to Hwy 153.
	Red Oak	340 Tons	Ticket Sale. Contract must be completed by
	Basswood	80 Tons	December 31, 2023.
	Red Oak Logs	25.0 MBF	
	Basswood Logs	20.0 MBF	
	Ash Logs	7.0 MBF	
	Red Maple Logs	4.0 MBF	
	Tops/Biomass	725 Tons	
8-20	Aspen	6500 Tons	**Hewitt-Harrison Forest Unit** – SECTION CHIEF
	Mixed Hardwood	850 Tons	(115 Acres) Winter logging. Access to Hansen Road
	Red Oak	100 Tons	Ticket Sale. Contract must be completed by
	Red Maple Logs	15.0 MBF	December 31, 2023.
	Red Oak Logs	6.0 MBF	
	White Ash Logs	2.0 MBF	
	Tops/Biomass	2000 Tons	
9-20	Mixed Hardwood	1550 Tons	**Hewitt-Harrison Forest Unit** – BROKEN RECORD
	Aspen	420 Tons	(49 Acres) Winter logging. Access to Sawmill Road.
	Basswood	50 Tons	Ticket Sale. Contract must be completed by
	Red Maple Logs	70.0 MBF	December 31, 2023.
	Ash Logs	20.0 MBF	
	Basswood Logs	10.0 MBF	
	Hard Maple Logs	2.0 MBF	
	Tops/Biomass	400 Tons	
10-20	Mixed Hardwood	1750 Tons	**Hewitt-Harrison Forest Unit** – THE JUNGLE
	Aspen	1650 Tons	(79 Acres) Winter logging. Access to Hansen Road.
	Red Maple Logs	85.0 MBF	Ticket Sale. Contract must be completed by
	Tops/Biomass	675 Tons	December 31, 2023.

INVITATION FOR BIDS MARATHON COUNTY FOREST TIMBER STUMPAGE

Marathon County is offering 381 acres of timber on Tracts 06-20, 07-20, 08-20, 09-20, and 10-20. These tracts have an estimated 25,260 tons and 277.0 thousand board feet of:

Aspen Pulp	15020 Tons	Red (Soft) Maple Logs	174.0 MBF
Mixed Hdwd Pulp	4930 Tons	Red Oak Logs	36.0 MBF
Oak Pulp	560 Tons	Basswood Logs	34.0 MBF
Basswood Pulp	130 Tons	Ash Logs	31.0 MBF
Biomass	4620 Tons	Hard Maple Logs	2.0 MBF

Specific information is available from the Wausau and Marathon County Parks, Recreation, and Forestry Department, 715/261-1550.

Submit bids by 1:30 PM, Monday, September 28, 2020, to the Wausau and Marathon County Parks, Recreation, and Forestry Department, 212 River Drive, Suite 2, Wausau, WI, 54403-5476. Bids will be publicly read at that time in Conference Room 2. Actual receipt is required. Deposit in the mail, facsimile, or e-mail is not sufficient.

Bids may not be withdrawn for a period of 30 days.

Evaluation criteria will be price and documented ability to satisfactorily complete the contract including: proposed equipment and operation; references; proof of financial stability; past performance; FISTA training; and BMP training. Award of the contract to the successful bidder shall be based upon the bid determined most advantageous to the County or made to the highest responsible and responsive bidder.

The County reserves the right to accept or reject, in whole or in part, any or all bids, to waive technical deficiencies in the bids, and to award a contract deemed in the best interests of the County. This solicitation may also be canceled if determined to be in the best interests of the County.

A secondary bid opening for any tracts not sold in the first bid opening shall be held at 1:30 PM, Monday, November 2, 2020. Conference Room 2, 212 River Drive, Wausau, WI 54403.

The General Code of the County of Marathon contains various procurement policies which are applicable to this proposed procurement. These include prohibitions against gratuities and kickbacks.

County of Marathon
By: Jamie Polley, Director
Wausau and Marathon County Parks, Recreation, and Forestry Department

Wausau & Marathon County
Parks, Recreation
& Forestry

TIMBER SALE BID

I submit the following bid on Tract No. _____

All bids, including Lump Sum, must be itemized by species on a per ton or per Thousand Board Foot (MBF) basis.

SPECIES	ESTIMATED VOLUME	PRICE BID PER TON OR MBF	TOTAL
		GRAND TOTAL	$

Logger's Statement of Qualifications:

1. Logging firm's name, address, and phone:

_____
_____
_____
_____

2. How many years have you been engaged in the logging business under the present firm name?

_____

3. List the major equipment that will be used to complete the work on this tract and describe your operation:

_____
_____
_____

(Please fill out and sign reverse side)

4. List at least three references for past performance on logging contracts with the name and phone number of a contact person:

_____

_____

_____

5. FISTA trained Yes ☐ No ☐ Date _____

Other safety training (please describe)

_____ Date _____

_____ Date _____

6. BMP training Yes ☐ No ☐ Date _____

The undersigned, having familiarized himself with the conditions affecting the cost of the work, having read completely the specifications, hereby proposes to perform everything required and to provide and furnish labor, materials, equipment, tools, and all other services and supplies necessary to complete in a workmanlike manner all of the work described in the specifications relating to this timber tract.

A bid security equal to at least ten percent (10%) of the total bid, in the form of a bond, money order, Letter of Credit, cashier's, personal or business check, has been submitted as part of this bid.

I have carefully examined the specifications, contract documents, and site where the work is to be done and have no agreements to prevent the completion of said work.

If this bid is the successful bid, I will finalize and execute a contract as set forth in the contract documents under all the terms, conditions, and requirements as set forth in the contract documents, and, unless this contract is executed within 15 days after the date of being notified that this bid is the successful bid, I will forfeit the 10% bid security in its entirety. Failure to forfeit the 10% penalty will result in being considered ineligible to bid on any County timbersales for a two-year duration. This bid proposal will become part of the contract upon the awarding of the contract.

_____ _____

Date Name (Please Print)

_____

Signature

MARATHON COUNTY TIMBER SALE CONTRACT

Contract No. _____ Scaled or Ticket System ☐

Tract No. _____ Tree Measurement (Lump Sum) ☐

AGREEMENT entered into between Marathon County, Wisconsin, a municipal body corporate, hereinafter referred to as "County" and _____, hereinafter referred to as "Purchaser". The term "Purchaser" shall include all workers, employees, agents, subcontractors, and independent contractors that may be employed by the "Purchaser". For purposes of implementing this contract, the "County Representative" shall be the County Forest Administrator or his designee. The term "County" shall include Marathon County, the Marathon County Board of Supervisors and any committee thereof, and all Marathon County officers, officials, employees, agents, and assigns. Further, this contract constitutes the entire agreement by and between the undersigned parties. No other terms or conditions may be implied or inferred. The County and Purchaser, in consideration of the covenants hereinafter set forth, mutually agree as follows:

Purchaser shall cut and remove all timber marked or designated by County agents on the following described lands hereinafter referred to as the "sale area": _____

Operating Specifications and a map outlining the boundaries of the sale area are attached and made a part of this contract as if fully stated herein.

Both parties agree that the estimates regarding the amount of timber included in any contract are estimates only and are offered as a guide to the proposed Purchaser for the purpose of bidding.

Purchaser shall be responsible for keeping within the boundaries of the sale area and shall be liable for all trespasses committed by Purchaser outside of such boundaries.

TIMBER TO BE REMOVED

Species/ Product	Estimated Volume	Bid Per Unit	Total Bid	Species/ Product	Estimated Volume	Bid Per Unit	Total Bid

TOTALS: _____ _____

All volumes based on unpeeled measure. Unless otherwise specified, a cord is 4' x 4' x 100".

GENERAL TERMS

1. **CONTRACT PERIOD.** Purchaser will completely perform his obligations under this contract by the _____

2. **CONTRACT EXTENSIONS.** If extensions of this contract are deemed reasonable by the County, the stumpage price agreed upon herein shall be adjusted as follows:

   A. First one-year extension
      1. 3 year contract……..25%
      2. 2.5 year contract……...20%
      3. 2 year contract……..15%

   B. Additional one-year extensions……..……...10%

   C. Other applicable charges or fees: NONE

   The maximum time duration of a timber sale contract, including extensions, will be four years. Extension beyond this period of time will be considered by the County only in the event of special justification. Special stumpage rate adjustments may be made.

3. **CHANGE ORDERS.** The scope of the services to be performed under this contract may be amended or supplemented by mutual written agreement between the parties to the contract.

4. **PERFORMANCE; PERFORMANCE BOND; LIQUIDATED OR ACTUAL DAMAGES; FUTURE CONTRACTS.** A. Notice to Begin. Purchaser shall contact the County representative in writing both prior to commencing logging operations from contract site and upon final completion of the Timber Sale Contract. The Purchaser must also contact the County representative in writing if work is to cease at the contract site for more than one month. At the end of this period of time, the Purchaser must then inform the County representative in writing that work is to begin again.

   B. Contract Oversight. Cutting and removal of timber purchased under this contract shall be conducted in conformance with this contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the contract period specified in par. 1.

   C. Performance Bond. A performance bond in Marathon County's favor in the amount of $_____ in cash, by surety bond, or in other form accepted by the County, shall be submitted by the Purchaser no later than _____ to be retained by the County to assure full and complete performance of the contract by the Purchaser to the County's satisfaction. Failure to submit the bond will be considered a breach of this contract and subject the Purchaser to liability for damages. The Purchaser agrees that the bond shall be forfeited to the County as liquidated damages upon the County's determination a condition or term of this contract has been breached by the Purchaser, unless the County chooses and can reasonably determine the actual damages suffered as a result of the breach of the contract. Damages assessed under this contract are the responsibility of the Purchaser and may be deducted from this performance bond and otherwise collected by the County.

   D. The Purchaser agrees that the performance bond may be retained by the County until all performance under this contract has been completed to the County's satisfaction and the County determines the performance has been so completed. In the event the Purchaser provided written notice of sale completion to the County, the County shall have sixty (60) days to determine that performance has been completed as required under this contract.

   E. If timber or other forest products not specifically described in this contract or designated by the County for cutting are cut, damaged or removed by the Purchaser, the County may pursue any and all remedies for the unlawful use of the County's property and the cutting, damage or removal of property without consent, including the seeking of criminal or civil charges for theft, timber theft or criminal damage to property in addition to its contract remedies for breach.

F. The County may, when it deems it reasonable and in the best interest of the County, allow the Purchaser to continue performance under the contract and the Purchaser shall pay as liquidated damages double the mill value as determined by the County for the timber or other forest products cut, removed or damaged without authorization under or in violation of this contract. The County's permission to continue cutting shall not be considered a waiver of breach nor prevent it from considering such breach for purposes of asserting any other remedies available to it. It is agreed that the double mill scale sum is a reasonable estimate of the probable damages suffered by the County and shall not be construed as or held to be in the nature of a penalty.

G. The Purchaser agrees that if the timber identified in this contract for cutting is to be resold due to a breach of this contract, as determined by the County, the County is not obligated to give oral or written notice to the Purchaser of the resale.

H. The County's damages upon the Purchaser's failure to perform this contract include, but are not limited to:

(1) The Purchaser's bid value of timber not cut and removed under this contract.

(2) Double the mill value, as determined by the County, for timber cut, removed or damaged without authorization under or in violation of this contract.

(3) All costs of sale area cleanup, restoration or completion of performance not completed by the Purchaser.

(4) All costs of resale of timber not cut and removed as required under this contract.

(5) If the County seeks damages for breach of this contract through court proceedings, and if the County prevails in such proceedings, in whole or in part, then the Purchaser agrees to pay all of the County's actual and reasonable expenses, including attorney's and expert witness fees.

The County may agree to mitigate the damages for breach by offering the timber for resale on no more than two (2) occasions if it determines the timber is salable based upon its volume or quality.

(6) A minimum of 10% of the original sale price to the County (same amount as the original bid bond) as an administrative fee for the costs of readvertising and reestablishing the sale or pay the difference between the new sale price and the original price, but not less than 10% if the new sale price is less than the original price.

(7) If the sale is not resold after two separate bid openings, the Purchaser is liable for liquidated damages including the total performance bond.

I. A Purchaser deemed by the County to be in breach of this contract may also be considered an irresponsible bidder and be refused the opportunity to bid upon or obtain future timber sales of the County for a period not to exceed two (2) years from the date of determination of the breach.

5. NON-COMPLIANCE-WRITTEN NOTICE. A. Upon written notice by a County representative that Purchaser is not in compliance with one or more conditions of the contract, occupancy of and operations on the Contract Site shall be suspended. Any continued occupancy or use of the contract site shall be deemed a trespass. Said written notice shall be sent by Certified Mail to the mailing address listed on the first page of this document or may be personally served by a representative of the County.

B. If subsequent to receiving a written authorization from the County representative to recommence work, Purchaser fails to comply with the terms and conditions of this contract, a County representative shall again give written notice that work and occupancy at the site are to cease.

C. Occupancy and operations may be resumed only with written authorization of the County representative. Said authorization may contain special conditions to insure continued compliance with the terms of this contract.

6. **FORESTRY COMMITTEE.** The Forestry/Recreation Committee (hereinafter called FR Committee) shall then make a determination of whether the Timber Sale Contract and/or Performance Bond described in Paragraph 4 shall be forfeited. Purchaser shall have notice of the FR Committee meeting and an opportunity to be heard. Notification of the FR Committee's decision shall be sent to the Purchaser by certified mail at the address specified on the first page of this contract. The decision of the FR Committee, acting on the advice of its agents as to whether Purchaser is in compliance with the terms of this contract, shall be final subject to Purchaser's rights to appeal pursuant to Chapter 24 of the General Code of Ordinances for Marathon County.

7. **FAILURE TO COMPLY WITH CONTRACT - FORFEITURE.** Should the Purchaser enter into more than one timber sale contract, all of the timber sale contracts entered into by and between the Purchaser and the County shall be considered as one general contract consisting of subunits relating to different sites. A notice of non-compliance with respect to any one site shall constitute notice as to all sites, and the Purchaser shall forthwith cease operations at all sites until Purchaser receives written authorization to resume operations in accordance with the procedures set forth herein.

8. **NON-DISCRIMINATION.** In connection with performance of work under this contract, the Purchaser agrees not to discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, or disabilities.

9. **TITLE TO PRODUCTS AND STUMPAGE.** Title to all cut forest products shall remain with the County until paid for by Purchaser. Purchaser shall be responsible for payment of all damage or loss of all forest products resulting from fire, flood, theft caused by his own fault during the contractual term. Forest products and stumpage remaining on the sale area at the expiration of the contract or upon breach, revert to the ownership of the County without any refund of monies paid.

10. **AUTHORIZATION TO RELEASE INFORMATION.** Purchaser authorizes any individual, business, or mill receiving wood from this contract to release mill scale slips and any other information to the County regarding amount, date received, and other relevant information.

11. **RESIDENCE.** No residence shall be established on the contract area.

12. **TRAINING REQUIREMENT.** The Purchaser is responsible for ensuring that the actual logging contractor engaged in performance of this contract complies with the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard as adopted by the Wisconsin SFI Implementation Committee (SIC). Criteria for the standard can be found at the website http://www.fistausa.org/sfi_standards.html or by contacting the Forest Industry Safety & Training Alliance (FISTA). Purchaser agrees to provide documentation to Seller that training has been attained prior to initiating sale.

13. **ASSIGNMENT.** The Purchaser is precluded from assigning payment and contract oversight, duties or other performance requirements of this contract to another. The Purchaser's direction to or contracting with another to complete performance required under this contract does not relieve the Purchaser from the responsibility for performance required under this contract or for liability for breach. **(Purchaser shall not subcontract any portion of this contract without prior written approval from the County, said approval will not be unreasonably withheld.)**

14. **INSPECTION.** The County retains for itself the right of ingress and egress to and on the sale area and may inspect the sale area and trucks hauling forest products from or traveling on the sale area at any time. If the inspection reveals any violations of this contract, the Purchaser shall promptly take measures to remedy the violation. The County may terminate the Purchaser's operations upon oral notice to the Purchaser. Upon receipt of the notice, the Purchaser shall cease operations until the County approves resumption of them.

15. PAYMENT. A. All payments will be in cash, cashiers check, personal or business check, or money order unless other arrangements are made in writing with the County.

B. Scaled or ticket-system stumpage payments shall be made prior to wood being hauled. Purchasers in good standing with Marathon County will be allowed up to three business days to submit payment. Marathon County reserves the right to determine which purchasers are in good standing. Payments due and owing to the County will be based upon actual scaling.

C. Lump sum sale contracts must be paid in full prior to beginning any operations. If cutting units are designated, the Purchaser must pay for and satisfactorily complete a unit as determined by a County representative prior to beginning operations in another unit.

16. REMOVAL WITHOUT PAYMENT. Timber or other forest products may not be removed from the sale area until paid for as provided in this contract or other guarantees for payment have been made with and to the satisfaction of the County. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber removed, and in addition to pursuing its remedies for breach of contract, the County may seek charges against the Purchaser for Timber Theft under s. 26.05, Wis. Stats., or a violation of ch. NR 45, Wis. Adm. Code, consider it a breach of contract and pursue all remedies provided in this contract.

17. ROADS, LANDINGS, MILL SITES, CAMPSITES, EROSION CONTROL, BEST MANAGEMENT PRACTICES (BMPs). A. When not otherwise designated by the County, the location of roads, landings, mill sites and campsites on County's property is subject to advance approval and under the conditions established by the County. All restoration, cleanup or repair of roads, landings, mill sites and campsites, or the cost of the cleanup, if not completed by the Purchaser to the satisfaction of the County, is the responsibility of the Purchaser.

B. All logging debris accumulated at landing areas, including bark, tops and slash, shall be scattered within the sale area to the satisfaction of the County.

C. Berms constructed on the County's property shall be leveled to restore the area to the County's satisfaction unless they are constructed at the direction of the County under par. d.

D. Roads and landings shall be graded or closed upon the request of and to the County's satisfaction upon completion or termination of this contract.

E. Other restoration requirements (e.g., seeding, gravel, rutting, culvert removal, etc.): NONE

F. Erosion control and Best Management Practices (BMPs) requirements:

(1) The Purchaser shall comply with all recommended BMP guidelines as described in *"Wisconsin's Forestry Best Management Practices for Water Quality"* published by the Wisconsin Department of Natural Resources, publication Pub-FR-093, unless specifically provided otherwise below. A copy of this publication is available upon request to the County if not possessed by the Purchaser. Purchaser's certification in Wisconsin BMP training through a FISTA coordinated BMP workshop is also required.

(2) The Purchaser shall make every attempt to comply with Forestry BMPs for Invasive Species as described in "Wisconsin's Forestry Best Management Practices for Invasive Species" published by the Wisconsin Department of Natural Resources, publication Pub-FR-444-09 unless specifically provided otherwise below. In particular, the purchaser agrees to work cooperatively with the administering forester and any subcontractors to address the considerations in BMPs 4.4, 4.5, 4.6, 5.1, 5.2, 5.3, 5.5 and 9.1. A copy of this publication is available upon request to the Seller if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: http://council.wisconsinforestry.org/invasives/forestry.

(3) The Purchaser shall comply with all General Guidelines as described in "Wisconsin's Forestland Woody Biomass Harvesting Guidelines" published by the Wisconsin Department of Natural Resources, publication Pub-FR-435-09, unless specifically provided otherwise below. A copy of this publication is available upon request to the County if not possessed by the Purchaser. The publication can also be found at the Council on Forestry website at: http://council.wisconsinforestry.org/biomass/

(4) Other: None.

18. SOIL DISTURBANCE AND RUTTING A. The Purchaser agrees to take all steps and precautions to avoid and minimize soil disturbances, such as soil compaction and rutting. If soil disturbances occur, the Purchaser agrees to work cooperatively to mitigate and repair any and all instances of soil disturbance.

B. Excessive soil disturbance (as defined in Table 1) shall not be permitted. Purchaser agrees to contact Seller in the event of an excessive soil disturbance.

Table 1. Thresholds for soil disturbances.

Timber Sale Infrastructure	Soil disturbances are excessive if:
Roads, Landings, Skid Trails, and General Harvest Area	▪ A gully or rut is 6 inches deep or more and is resulting in channelized flow to a wetland, stream, or lake.
Roads, Landings, and Primary Skid Trails	▪ In a riparian management zone (RMZ) or wetland, a gully or rut is 6 inches deep or more and 100 feet long or more. ▪ In an upland area (outside of RMZ), a gully or rut is 10 inches deep or more and 66 feet long or more.
Secondary Skid Trails and General Harvest Area	▪ A gully or rut is 6 inches deep or more and 100 feet long or more.

Note: The depth is to be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth would be measured to the lesser of the two depths (the "top" of the lug). The length is measured from the start of the "too deep" section to the end of the "too deep" section. Measurements are not cumulative.

Note: In high use forest recreation areas such as the Nine Mile Unit and County park lands we will require the purchaser to follow a lower threshold for soil disturbance (than defined in Table 1). The lower threshold will be communicated to the Purchaser during the pre-logging meeting and documented on the pre-logging form.

C. The County may temporarily suspend operations under this contract due to excessive soil disturbances (as defined in Table 1).

D. Prior to sale completion the Purchaser shall mitigate and repair soil disturbances to the Seller's satisfaction.

E. Other restoration requirements (e.g. repair of soil disturbance or rutting on recreational trails used for skidding):

(1) NONE

(2)

19. **DIGGERS HOTLINE.** The Purchaser is responsible to contact the Diggers Hotline, or other informational sources performing similar services, prior to digging or conducting other activities on the property which may result in contact with utility or service lines or facilities.

20. **OTHER APPROVALS.** Logging roads that intersect town, county or state roads or highways must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all approvals. The Purchaser also agrees to fully comply with all terms and conditions of intersection approvals.

21. **UNCUT TREES AND WASTED TIMBER.** Should marked or designated trees be left uncut or unremoved, the Purchaser shall be liable to the County for damages in the amount said wood would have been valued for payment at the mill site as of the date all work to be performed pursuant to this contract was to have been completed. Young growth trees bent or held down by felled trees must be properly released or Purchaser shall be liable for damages in the amount of replacement costs. The Purchaser shall be liable for damages at double the stumpage rate specified for timber wasted in tops and stumps.

22. **STUMP HEIGHT, TOPS.** The maximum stump height may not exceed the stump diameter; except for stumps of a diameter of less than 10 inches, the height of the stump may not exceed 10 inches. Additionally, clumps of stumps shall be treated as individual stumps and maximum height may not exceed each individual stump diameter. Title to tops shall remain in the owner and may not be utilized by the Purchaser, or at the Purchaser's direction, unless otherwise specified in this contract.

23. **ZONE COMPLETION.** The Purchaser agrees to complete all operations on each portion of the sale area or each zone as designated on the sale area map, or other attachments or in the cutting requirements before beginning cutting in the next portion or zone, unless agreed to otherwise by the County.

24. **SLASH.** Slash as defined in s. 26.12, Wis. Stats., shall be disposed of as follows: A. Slash falling in any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.

    B. Other: None.

25. **FOREST FIRE PREVENTION.** The Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include, but are not limited to:
    A. A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.

    B. All chainsaws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors which have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained. (Information on approved arrestors may be obtained from the Seller.)

    C. If a fire occurs, the Purchaser agrees to promptly cooperate in the control and suppression of the fire.

    D. The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and take all reasonable precautions to prevent, suppress and report forest fires. Those requests may include ceasing or modifying operations.

    E. The Purchaser shall be responsible for damage and forest fire suppression costs, including that provided in ss.26.14 and 26.21, Wis. Stats., caused by their operation under this Contract.

    F. Other: NONE

26. SURVEY MONUMENTS. The Purchaser agrees to pay for the cost of repair or replacement of any land survey monuments or accessories which are removed or destroyed or made inaccessible. In the event that the performance bond is insufficient to cover such cost, the provisions of Statute 59.74, Perpetuation of Landmarks, shall be enforced.

27. CLEANUP AND USE OF SALE AREA. A. The Purchaser shall remove, to the satisfaction of the seller, all equipment, tools, solid waste, oil filters, grease cartridges, trash and debris remaining on the sale area or Seller's property upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser or when requested by the County.

B. No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the County.

C. The Purchaser agrees to properly use and dispose of all petroleum products, including but not limited to oil, hydraulic fuel and diesel fuel. Any on-site spillage must be properly removed and cleaned up by the Purchaser to the satisfaction of the County.

28. INDEPENDENT CONTRACTOR. The Purchaser is an independent contractor for all purposes, including worker's compensation, and not an employee or agent of the County. The County agrees that the undersigned Purchaser shall have the sole control of the method, hours worked, time and manner of any timber cutting to be performed hereunder and takes no responsibility for supervision or direction of the performance of any of the harvesting to be performed by the undersigned Purchaser or of its employees. The County further agrees that it will exercise no control over the selection and dismissal of the Purchaser's employees.

29. HOLD HARMLESS. Purchaser hereby agrees to release, indemnify, defend, and hold harmless Marathon County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney's fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance of contractor, its officers, officials, employees, agent or assigns. Marathon County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

30. FEDERAL, STATE, AND LOCAL REGULATIONS COMPLIANCE. Purchaser agrees to comply with all applicable OSHA or other federal, state, and local laws or regulations in connection with the performance of this contract.

. OSHA Compliance, Danger trees. The Purchaser is responsible to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of Purchaser's employees, including provisions relating to danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from, the County if the Purchaser intends to modify performance required under this contract for the purpose of compliance with OSHA requirements.

31. AMERICANS WITH DISABILITIES ACT COMPLIANCE. In connection with the performance of work under this contract, Purchaser agrees that no qualified individual with a disability, as defined by the Americans with Disabilities Act, shall, by reason of such disability, be excluded from participation and the benefits of services, programs, or activities, including employment, or be subjected to discrimination. The Purchaser is specifically notified that it is subject to all employment requirements listed under Title I of the Americans with Disabilities Act by virtue of its contract with Marathon County, a public entity. The Purchaser is specifically notified that it is subject to federal requirements to assure participation and access to public facilities, programs, and activities under Title II of the Americans with Disabilities Act by virtue of its contract with Marathon County, a public entity. These requirements mandate separate or special programs or reasonable modification of existing programs, services, and activities without surcharge to disabled individuals as long as safety is not compromised. The Purchaser shall provide a similar notice to all its subcontractors.

32. **FOREST CERTIFICATION.** The area encompassed by this timber sale is certified to the standards of the Sustainable Forestry Initiative® NSF-SFI-FM-1Y943 SFI 100%. Forest products from this sale may be delivered to the mills "SFI 100%" so long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

REQUIRED INSURANCE

The Purchaser shall not commence work under this contract until all insurance required under this paragraph is obtained, and such insurance has been approved by the County, nor shall the Purchaser allow any subcontractor to commence work on their subcontract until all similar insurance requirements have been obtained and approved.

33. WORKERS COMPENSATION. The Purchaser shall obtain and maintain throughout the duration of this contract statutory Workers' Compensation Insurance for all of its employees employed at the site or while working on this project. In case any work is sublet, the Purchaser shall require the subcontractor similarly to provide statutory Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by the Purchaser. Purchaser's (Owners and Sole proprietors) electing exemption from coverage pursuant to WIS STAT 102.075 SHALL provide a signed copy of the endorsement showing non-election of coverage.

34. GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE. Purchaser shall secure and maintain in force throughout the duration of this contract such General Liability and Property Damage Insurance as shall protect him/her and any subcontractor performing work covered by this contract from claims for damages for personal injuries including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by Purchaser, or by any subcontractor or by anyone directly or indirectly employed by either of them; and the amount of such insurance shall be as follows:

- Comprehensive General Liability $1,000,000 per occurrence and in aggregate for bodily injury and property damage.
- Automobile Liability $1,000,000 per occurrence and in aggregate for bodily injury and property damage.

35. PROOF OF INSURANCE. The Purchaser shall furnish the County with a Certificate of Insurance countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Purchaser meets the insurance requirements identified above. The Certificates of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County and specify the name of the contract or project covered. A copy of the Certificate of Insurance shall be delivered to the Risk Management Division for approval prior to the execution of this contract. Upon renewal of the required insurance and annually thereafter, the County shall receive a new Certificate of Insurance for three years after completion of the project. The Certificates shall describe the contract by name and or identification number in the "Description of Operations" section of the form and list Marathon County as "additional insured in respect to this agreement".

36. DISPUTE RESOLUTION. If a dispute related to this agreement arises, all parties shall attempt to resolve the dispute through direct discussions and negotiations. If the dispute cannot be resolved by the parties, and if all parties agree, it may be submitted to either mediation or arbitration. If the matter is arbitrated, the procedures of Chapter 788 of the Wisconsin Statutes or any successor statute shall be followed. If the parties cannot agree to either mediation or arbitration, any party may commence an action in any court of competent jurisdiction. If a lawsuit is commenced, the parties agree that the dispute shall be submitted to alternate dispute resolution pursuant to §802.12, Wis. Stats., or any successor statute.

Unless otherwise provided in this contract, the parties shall continue to perform according to the terms and conditions of the contract during the pendency of any litigation or other dispute resolution proceeding.

The parties further agree that all parties necessary to the resolution of a dispute (as the concept of necessary parties is contained in Chapter 803, Wisconsin Statutes, or its successor chapter) shall be joined in the same litigation or other dispute resolution proceeding. This language relating to dispute resolution shall be included in all contracts pertaining to this project so as to provide for expedient dispute resolution.

37. NON-DEBARMENT CLAUSE. Purchaser hereby certifies that neither it nor any of its principal officers or officials have ever been suspended or debarred, for any reason whatsoever, from doing business or entering into contractual relationships with any governmental entity. Purchaser further agrees and certifies that this clause shall be included in any subcontract of this contract.

38. GRATUITIES AND KICKBACKS. It shall be unethical for any person to offer, give, or agree to give any elected official, employee or former employee, or for any elected official, employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer for employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the contents of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceedings or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor or a higher tier subcontractor or any person associated therewith, an inducement for the award of a subcontract, or order.

SCALING REQUIREMENTS AND CONVERSION FACTORS

39. PRODUCT REMOVAL. No forest products shall be removed until scaled or marked by a County representative unless prior arrangements have been made with the County.

40. SAWLOGS. A. All sawlogs must be separated from pulpwood when piled.

B. Purchaser will mark the length of all logs on the small end with a lumber crayon to facilitate scaling.

C. Purchaser will pile all logs with the small end facing the road to facilitate scaling.

D. All logs must be scaled with the Scribner Decimal C Log Rule.

41. PULPWOOD. All pulpwood must be piled for scaling. Piles must be level and square with at least five cords or 20 tons per pile.

42. CONVERSION FACTORS. Conversion of MBF (thousand board feet) to cords or cords to MBF will be 2.44 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.

43. PEELED CORDWOOD. When peeled cordwood is measured, it is stipulated that 12.5% will be added to hand-peeled or stroke delimber processor peeled volume and 16% to ring debarked volume to compute equivalent unpeeled volume.

44. WEIGHT CONVERSIONS. County will accept mill weight conversion (Mill Scale) unless that conversion results in less volume than those conversions set forth in Wisconsin Department of Natural Resources Handbook 2461.

PULPWOOD TICKET SYSTEM

45. TICKET BOOKS. A. Ticket books shall be purchased periodically as needed.
B. Ticket books are issued for the contract specified on the cover of the ticket book and shall not be used for any other contract.

C. Purchaser must account for all tickets. Unused tickets shall be returned to the County representative upon completion or termination of the contract.

D. All lost or damaged tickets will have the value of $1.00 per ticket number assessed against the performance bond.

46. TICKET USE. A. Tickets shall be used in sequence.

B. Copy one, the top (white) part of the ticket, shall be completely filled out and deposited in the lock box. Tickets must be completely inserted in the box. Hung tickets will be considered the same as failure to deposit tickets.

C. Copy two, the middle (yellow) part of the ticket, shall be in the possession of the person transporting timber from the sale area. County representatives may check scale and inspect haul permit tickets at any time.

D. Copy three, the bottom (hard) part of the ticket will remain in the ticket book for the Purchaser's records.

47. FAILURE TO DEPOSIT TICKETS. Failure by either the Purchaser or Purchaser's employee, officer, official, agent, or designee to deposit a ticket in the lock box each time a load of wood products leaves the sale area will be considered a violation of the State Statutes 26.05 on unauthorized timber removal.

48. LOCK BOXES. Lock boxes will be placed on the premises at points convenient to the Purchaser and County.

49. WOOD DESTINATIONS. The Purchaser shall provide the County representative with a list of all destinations of wood to be removed from the premises. Changes in wood destination shall be reported before hauling to the new destination.

50. FIREWOOD. When wood products such as firewood are delivered to buyers not providing a mill scale slip, the wood must be handscaled by a County representative and payment shall be made prior to wood being hauled.

TREE MEASUREMENT (LUMP SUM)

51. CONSIDERATION. Volume to be cut is estimated, not guaranteed. All timber designated for cutting must be cut and removed by the Purchaser even if volume of timber exceeds the estimate. If there is less timber than estimated, the County has no obligation to make-up the deficiency nor refund any or all monies paid.

52. CONFLICTING SALES. The Purchaser may not haul forest products on the same day from both this sale and a scaled or ticket system timber sale located on land owned by the County without authorization from the County.

53. ATTACHMENTS: Any and all attachments to this contract shall be made a part of this contract and be fully complied with, including: A. prospectus maps(s) or diagram(s) of sale area;

B. Other: NONE

54. OTHER CONDITIONS: The Purchaser shall enter this harvest with equipment clean of soil from the previous harvest. If previous job(s) included entering a stand that was confirmed with Heterobasidion Root Disease, make sure to clean logging equipment (tires, cutting head, etc.) with pressured water prior to entering this harvest.

Heterobasidion Root Disease (HRD) – Prevention Treatment
The Purchaser shall purchase and apply an approved fungicide (Rotstop C or Cellu-Treat) to all cut pine stumps and horizontal wound surfaces as follows:

1. Pesticide applicators must be certified/licensed by DATCP for this treatment.

2. All stumps shall be treated by the end of each day of cutting from April 1 – November 30. Treatment may be required from December 1 – March 31 if abnormally warm for an extended period of time to be determined by County Forest Representative.

3. All stumps shall be left clear of logging slash to allow for the application and inspection of the approved fungicide.

4. A marker dye shall be added to the solution to monitor application coverage.

5. Extra care must be done to minimize damage to residual trees.

6. If Heterobasidion Root Disease (HRD) is discovered prior to the completion of this harvest, a harvest protocol of infected area(s) shall be established and all harvesting equipment must be cleaned of soil prior to leaving this harvest.

Table 2. Approved Heterobasidion Root Disease Fungicides

Label Name	Active Ingredient	Distributor
Rotstop® C	Phlebiopsis gigantea (P.gigantea)	BioForest Technologies Inc. 59 Industrial Park Crescent Sault Ste. Marie, ON P6B 5P3 Phone: 1-888-236-7378 Order Desk: order@bioforest.ca Technical Support: support@bioforest.ca
Cellu-Treat	disodium octaborate tetrahydate	Crop Production Services N5853 5th Ave Plainfield, WI 54966 715-335-4900 Website: www.uap.com OR Nisus Corp. at 800-264-0870 Website: www.nisuscorp.com

Dated this _____ day of _____, 2020

I acknowledge that I am not an employee of Marathon County, as to this contract or any action arising out of it.

I have read, understand, and agree to abide by the provisions of this document.

PURCHASER'S FEDERAL TAX I.D. NO.: PURCHASER:

_____ _____ _____
(Signature) (Date)

WAUSAU AND MARATHON COUNTY PARKS, RECREATION, AND FORESTRY DEPARTMENT

By:_____ _____
(Forest Administrator) (Date)

MARATHON COUNTY TIMBER SALE
Leather Camp Forest Unit – September 2020

Tract # 07-20 "Early Bird Sale"

TICKET SALE

Estimated Volumes:

Species:	4" Top		
Aspen	2850 Tons	Basswood Logs	20.0 MBF
Mixed Hardwood	400 Tons (Incl. all other hardwood)	Ash Logs	7.0 MBF (incl. all other hardwood logs)
Oak	340 Tons (Incl < 5 tons Hickory)		
Basswood	80 Tons	Red Maple Logs	4.0 MBF
Red Oak Logs	25.0 MBF		

Tops/Biomass **(optional)** 725 Tons

Purple paint lines separate cutting areas

Location: Section 10, T.26N.-R.8E. (Town of Guenther)

Seasonal Time Frame: Frozen Ground Only

Cutting Area: 69 Acres

Cutting Regulations:
Area 1 – Aspen Clear-Cut (54 Acres in 4 blocks): Cut all trees 1" and greater, except conifer, trees marked with green paint, and trees within green paint lines. West block RMZ (see map) – cut all merchantable Aspen within reach of red paint line (do not cross red paint line).
Area 2 – Hardwood Select Cut w/ Gaps (15 Acres is 2 blocks): Cut all trees marked with orange paint.

Roads/Trails/Decking Areas: Forestry Division will approve skid routes and decking areas.

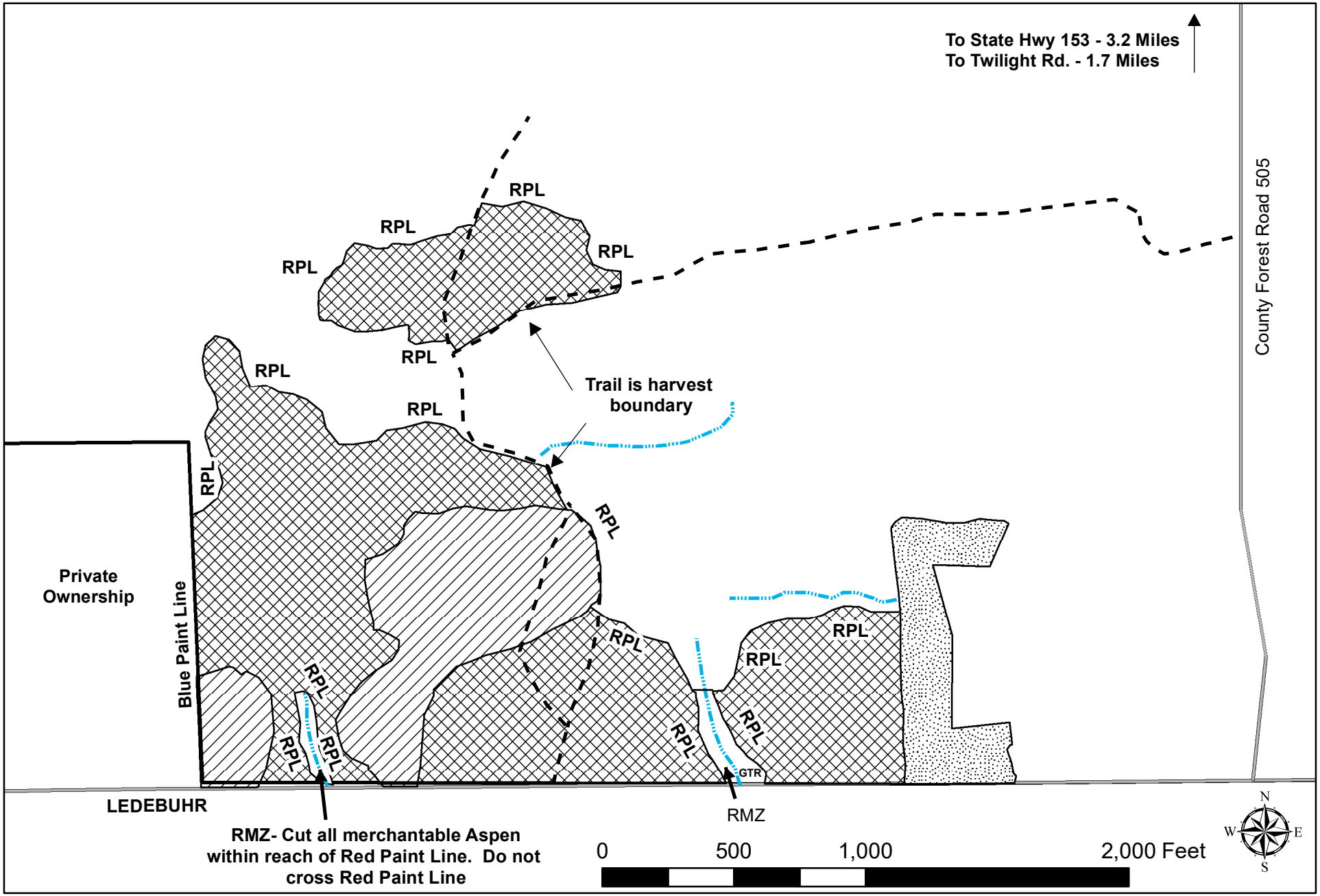
Slash/Wildlife/Other: All tops shall be lopped and scattered to lie within 24 inches of the ground. Stump height shall not exceed stump diameter, except for stumps less than 10," which shall not exceed 10." Do not cut snags unless they are within 100 feet of trails or pose a risk to harvesting operations. Do not cut wildlife trees marked with orange "W." Stream banks are identified with pink paint marks. *****Town of Guenther roads have posted weight limits year-round. Contact Town of Guenther for permission to use town roads*****

Utilization: Sawlogs – 10 inch or larger diameter inside bark (DIB) on the small end, at least 50% sound
Pulpwood – One or more sticks to a 4 inch diameter inside bark (DIB) on the small end
Tops/Biomass – Minimum utilization to a 2 inch diameter inside bark (DIB) on the small end

The bidder must sign and return our contract and performance bond of at least 25% of the contract value with 15 days of being awarded the bid or the bidder will forfeit the bid bond in its entirety.

Contract Length: Contract must be completed by December 31, 2023.

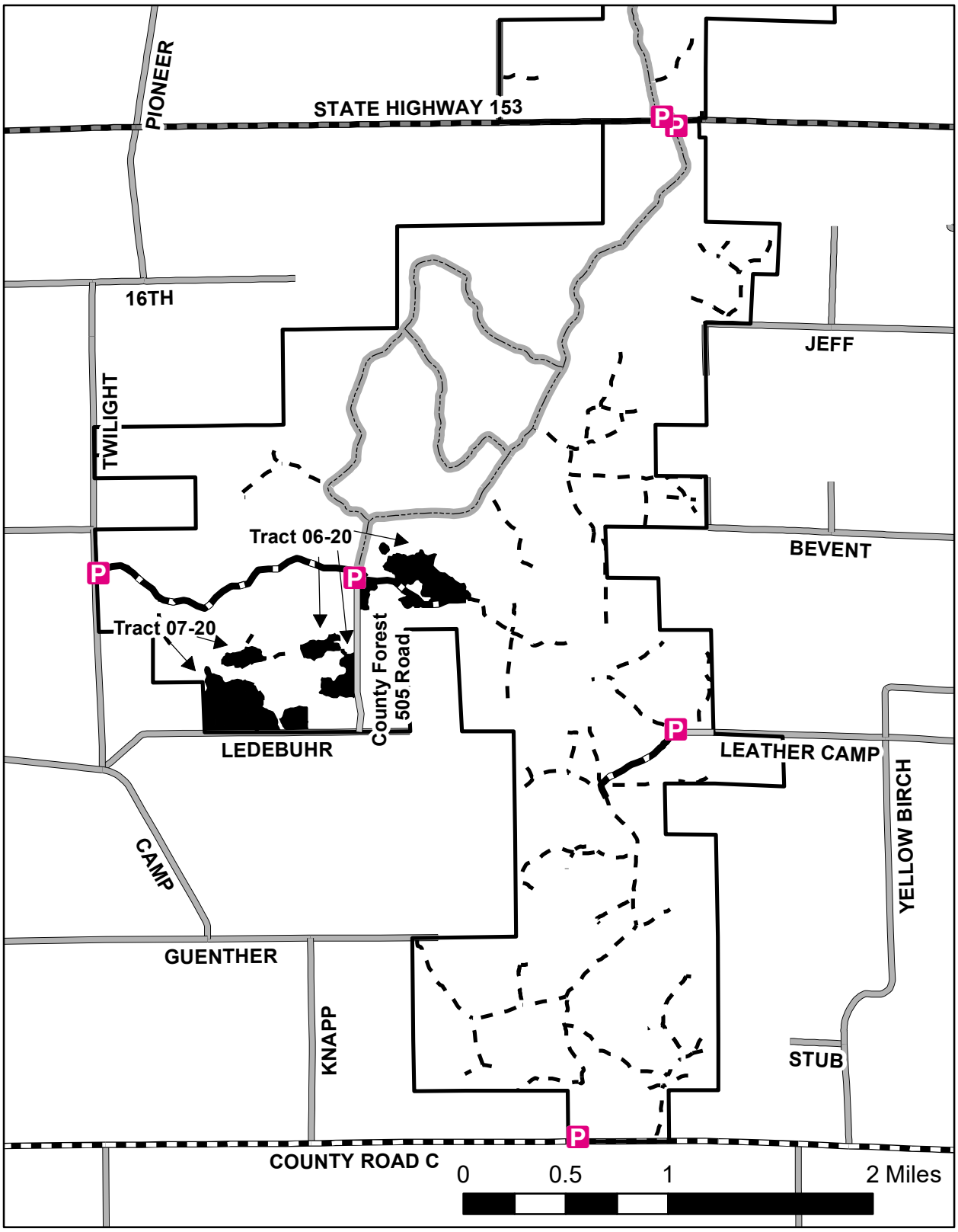
Tract 07-20



Legend

- Area 1: Aspen Clear-Cut
- Area 2: Hardwood Select Cut w/ gaps
- Young Aspen
- Forestry Trails
- Streams
- RPL Red Paint Line

Leather Camp Forest Unit



Legend

- Gravel Road (Built-Up)
- Forestry Trails
- Grass Roads (Built-Up)
- Parking Lots