



Sawyer County Forestry Department
Sawyer County Courthouse, 10610 Main Street, Suite 100
 Hayward, WI 54843
 Phone: (715) 634-4846 Fax: (715) 638-3234

SAWYER COUNTY TIMBER SALE CONTRACT

Effective 1/11

Tract Number _____

Contract Number _____

Agreement entered into between the Forestry Committee, Sawyer County, Wisconsin, hereinafter referred to as the "Committee" or "Seller", and:

hereinafter referred to as the "Purchaser."

The Purchaser may cut and remove all the marked or designated timber on the following described lands:

The Committee and Purchaser mutually agree that this contract is subject to the following provisions:

The Purchaser will completely perform his/her obligations under this contract in one year or by _____. A one year extension of time, may, however, be granted by the Committee because of extenuating circumstances. The contract should normally be completed in this two year period. For the second year extension, all stumpage prices will be increased by 10%. If a third year extension is necessary, all stumpage prices will be increased by 15%. The contract period, including extensions, should not exceed four (4) years.

Upon signing this contract, the Purchaser will deposit with the Sawyer County Treasurer a performance bond for 10% of the bid price in the amount of \$_____ as a guarantee that the Purchaser intends to carry out the provisions of the contract.

Advance stumpage payments: 50% for sales \$5000 or less; 33 1/3% for sales between \$5000 and \$20,000; 25% for sales between \$20,001 and \$50,000; \$50,000 and more will be negotiable but not less than 15%. All payments must be made 24 hours prior to the start of timber cutting. Additional advance payments must be made within 48 hours of notification. Additional payments or refunds may be required upon final completion of the contract, depending on the actual volume harvested. The amount required for this timber contract is (____%) in the amount of \$_____.

SPECIFICATIONS

<u>Species or Products</u>	<u>Estimated Volume</u>	<u>Agreed Rate Per</u>	
		<u>M Bd. Ft</u>	<u>Cord</u>

Cutting Requirements:



#SCS-FM/COC-083G-m
100% Pure

SFI
NSF-SFIS-1Y943

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Upon written notice by the Committee, or its representatives, to the Purchaser that he/she is not in compliance with one or more conditions of this contract, all operations must be suspended and may not be resumed without written authorization. The decision of the Committee as to whether the Purchaser is in compliance with the terms of this contract shall be final.

Upon failure of the Purchaser to comply with one or more of the conditions of this contract, the performance bond indicated above will be forfeited to Sawyer County upon written notice by the Committee, or its representative. Sawyer County may also seek damages or remedies for damages exceeding the value of the performance bond.

All timber marked or otherwise designated by the contract to be cut shall be cut progressively and to the satisfaction of the representative of the Committee, whether or not the quantity of such timber is more or less than the estimates comprising the specifications.

Best Management Practices shall be adhered to while Purchaser is operating on Sawyer County Forest land.

Unmarked or undesignated trees cut or damaged shall be paid for at double the stumpage rate specified, and timber wasted in tops and stumps shall be paid for at the rate specified. Any young growth bent or held down by felled trees must be promptly released. Additional penalties will be assessed to cover mileage and administration costs to assess the damages.

Title to all forest products shall remain with the County until the products are scaled and paid for by the Purchaser. Payment for scaled wood is to be made before the wood is hauled. A 1.5% per month finance charge (18% per year) will be assessed on all payments past due.

The ticket system will be used on the sale for pulpwood. **The contract number must be written on each ticket.** When in use, failure to deposit tickets in the lock box each time a load of cut products leaves the sale area will be considered a breach of contract. The middle ticket shall be detached either at the point the wood is scaled; or, if shipping by rail, this portion of the ticket shall be attached to the bill of lading.

All logs will be scaled with the Scribner Decimal C log rule. Conversion of MBF (thousand board feet) to cords or cords to MBF will be 2.40 cords per MBF for softwoods and 2.20 cords per MBF for hardwoods.

All sawlogs shall be separated from pulpwood when piled. All sawlogs shall be scaled by the County prior to hauling. When logs are decked, small ends of logs shall be piled all one way, and the random log lengths shall be marked on the small end with lumber crayon. Decks shall be no higher than six (6) feet. Logs shall be separated by species. All logs shall remain on the premises until scaled. Scaled logs shall be marked by the County when scaled.

Conversion Factors: Pulpwood sold by weight will be converted at the following rates: Red Pine and Aspen will be converted at 4600 lbs/cord. White Birch will be converted at 4800 lbs/cord. Mixed Hardwood will be converted at 5200 lbs/cord. Oak will be converted at 5500 lb/cord. Conversion rates for other species will be taken from the WDNR Timber Sale Handbook.

Utilization specifications: Utilize all merchantable cordwood to a 4" or smaller small end diameter, maximum of a 100" stick. Hardwood sawlogs or bolts will be utilized to a 10" or smaller small end diameter, inside bark. Softwood sawlogs or bolts will be utilized to a 9" or smaller small end diameter, inside bark.

When peeled cordwood is measured, it is agreed that 12.5% will be added to hand peeled volume and 25% will be added to machine peeled volume to compute the equivalent unpeeled volume.

Stump height in saw timber shall not exceed 16 inches, and shall not exceed 12 inches in pulpwood.

No skidding or piling of wood products on public roads or right-of-ways is allowed unless permission is granted by the Town Chairman or County Highway Commissioner.

Location, construction, and use of logging roads and camp sites are subject to advance approval by the Forester or the Township government where applicable. The Purchaser shall repair damage done to existing roads and these roads shall be left in as good or better shape than they were before the sale was cut. The Purchaser shall be responsible for repair or replacement of Land Survey Monuments within the sale area. In the event that the performance bond is insufficient to cover such cost, Section 59.635, Wis. Stats., Perpetuation of Landmarks, may be enforced. No landings shall be built within 200 feet of a lake or stream unless permission is granted by the County.

The Purchaser shall be responsible for determining the boundaries of the sale area, and shall be liable for all trespass committed by the Purchaser outside of such boundaries.

Operation on an adjacent sale contract (on county and/or private land) by the same contractor will not be allowed without approval of the County Forestry Committee or County Forest Administrator.

The Purchaser shall do all in his/her power to cooperate with the fire protection officers to prevent and suppress forest fires and to comply with all state laws regarding timber slash disposal. **Slash** - All logging debris should be scattered across the tract. Tops and

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limbs should be lopped to 24" or less if specified on the sale map. Slash that falls onto the land of an adjoining landowner shall be immediately removed from the adjoining land.

Roadways and trails shall be kept free from brush and waste resulting from the operation. If snowmobile trails are to be used as access to sales, they may not be plowed to bare ground, and must be kept free of slash and debris at all times.

Any logging generated waste (oil cans, cables, used oil, tires, etc.) shall not be disposed of on site but shall be disposed of properly. Spills of petroleum or other hazardous fluids must be reported, according to state law, to the proper authorities.

All necessary water crossing permits will be the responsibility of Sawyer County.

The Purchaser agrees to assume all liability for any damage or injury to persons or property, real or personal, resulting from the Purchaser's operations under this contract and will hold the County harmless for the same.

This contract cannot be assigned in whole or in part.

All modifications to this contract must be in writing, signed by the parties hereto.

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

Worker's Compensation Insurance Required

To the extent that it is applicable to the Purchase, the Purchaser agrees to perform all operations under this contract in compliance with Wisconsin Worker's Compensation Act, Chapter 102, Wisconsin Statutes, and all rules promulgated there under. The Purchaser agrees to provide the Seller with a valid certificate of worker's compensation insurance (\$500,000 minimum) listing Sawyer County Forest as a certificate holder and covering all employees of the Purchaser. Purchaser shall indemnify and hold Seller harmless for any worker's compensation costs related to timber producers on the premises. It is also understood that there is no employee-employer relationship between the Seller and Purchaser, and any subcontractor of the Purchaser.

The Purchaser agrees to provide the Committee with a certificate from Wisconsin SFI Training Standards upon signing all new contracts as of November 2, 2006. The standards are:

WISCONSIN SFI® TRAINING STANDARD**Qualified Logging Professional:**

Professional Training - (once every two years) Choose one of the following: Chainsaw Safety, Mechanized Training, Log Truck Driver Training, Business Management, Cross Training for Loggers & Foresters, Invasive Species, or Threatened & Endangered Species.

1st Aid/CPR - One time only for SFI, however OSHA requires 1st Aid every 3 years and CPR annually.

Best Management Practices (BMP) - One time only, however refreshed information will be incorporated into all training offered.

Continuing Education - (8 hours annually) Includes loggers' conferences and continuing education workshops offered in the 2013 SFI® Workshop Brochure.

At a minimum, the Contract Holder and one "in-woods" person actively responsible for each logging site must be a "Qualified Professional." In some cases, the Contract Holder may also be in the "in-woods" person.

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 for danger trees. In addition, the Purchaser agrees to notify, and obtain agreement from the Seller if the Purchaser intends to modify performance required under this Contract for the purpose of compliance with OSHA requirements.

ALL CUTTING REQUIREMENTS LISTED ON SALE MAP AND PROSPECTUS ARE TO BE HONORED AS A PART OF THIS CONTRACT.

Dated:

**FORESTRY COMMITTEE
SAWYER COUNTY, WISCONSIN**

Approved:

By:

Sawyer County Forest Administrator

**SAWYER COUNTY FORESTRY
COMMITTEE**

Purchaser

Sawyer County Rutting Policy

Rutting Standards

Soil compaction and rutting can reduce the productivity of a site, disrupt surface drainage and infiltration, and contribute to erosion and sedimentation. Compaction occurs over broad areas, but does not necessarily result in visible depressions. Ruts are depressions, such as furrows or trenches, created by breaking through the forest floor.

Guidelines

- Existing roads systems will be utilized when environmentally appropriate
- The Forest Administrator will have final approval in designating the location of roads, landings, and skid trails, and may consult with other County and DNR staff.
- Wisconsin Forestry Best Management Practices for Water Quality (BMP's) and this Plan will be followed during all phases of the timber sale to prevent or reduce erosion and sedimentation to surface waters and wetlands.
- Expanding the footprint of roads, landings, and skid trails to maneuver around wet or muddy areas that develop during use is prohibited unless authorized by the Forest Administrator
- It is expected that appropriate measures will be taken to prevent excessive rutting. If excessive rutting occurs, forestry operations will be suspended.
- The Forest Administrator may modify standards in this policy if modifications provide equal or greater soil and water protection. Depending on site conditions, rutting standards may need to be more restrictive or flexible. Detail of and justifications for modifications must be documented in the timber sale narrative and timber sale field notes.
- This policy applies to forestry operations. Problems occurring from recreational use or operations shall be handled as prescribed in appropriate handbooks or guidance.

Standards

Forest Roads

- Rutting is prohibited on forest roads within a riparian management zone (RMZ). New forest roads are to be located outside of RMZs, except at stream crossings.
- In wetlands, a rut on a forest road may not exceed 50 feet in length with depths of 6 inches or greater.
- In uplands, a rut on a forest road may not result in channelized flow into a wetland or water body.
- Other ruts are acceptable provided it is shown that they can and will be repaired prior to final sale close out.

Landings

- Landings are prohibited in wetlands unless the timber sale is located in a large wetland complex without suitable upland landing sites. Wetland landings may only be used during frozen ground conditions. Details of and justifications for modifications must be documented.
- In uplands, a rut on a landing may not result in channelized flow into a wetland or water body.
- Other ruts are acceptable provided it is shown that they can and will be repaired prior to final sale closeout.

Skid Trails

- Ruts with depths of 6 inches or greater may not exceed a total of 25 feet in any 100 feet
- Total rut length on skid trails may not exceed 10% of the total length of skid trails.

General Harvest Area

- The rutted area for an acre of general harvest area may not exceed 5% (six inches or deeper).
- The average rutted area per acre may not exceed 2% of the total harvest area.

Measurements

Forest Road Rut Length is determined by measuring the length of ruts with depths 6 inches or greater.

Skid Trail Rut Length is determined by measuring the total length of ruts and dividing by the total length of skid trails. The length of rut made by each wheel or track is measured separately.

General Harvest Area Rutted Area is determined by measuring the length and width, in feet, of ruts, greater than 6 inches in depth, in an acre of harvest to determine square feet of rutted area. This total is divided by 43560.