

DOUGLAS COUNTY FORESTRY DEPARTMENT 9182 East Hughes Avenue PO Box 211 Solon Springs, WI 54873		NAME AND ADDRESS OF PURCHASER: Name: Address:	
SALE NUMBER:	TRACT NUMBER:	SALE NAME:	
CONTRACT EFFECTIVE DATE:		CONTRACT EXPIRATION DATE:	
LEGAL DESCRIPTION:		TOWNSHIP:	

THIS CONTRACT IS MADE AND ENTERED INTO by and between Douglas County, acting through its Forestry Department (hereinafter called the COUNTY) and _____ a corporation organized and existing under the laws of the State of _____, **OR** _____ partnership consisting of _____ (names of each partner), **OR** _____ individual doing business under the name of _____ City of _____, State of _____ (hereinafter called PURCHASER) having an office and principal place of business at the address shown above. PURCHASER'S bid on the forest products described in this contract has been accepted by the COUNTY after having been estimated, appraised and advertised for sale by the COUNTY. Therefore, in consideration of the mutual promises contained in this agreement, the COUNTY agrees to sell and the PURCHASER agrees to purchase the designated forest products located on the areas described in this Contract at the specified rates of payment and in strict conformity with the requirements, standards, specifications and conditions set forth in or appended to this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the award date:

the _____ day of _____, 20 _____

DOUGLAS COUNTY FORESTRY DEPARTMENT

By: _____

(Date)

Director of Forestry & Natural Resources

(Title)

WITNESS:

Name: _____

(Date)

By: _____

(Purchaser Signature)

(Date)

(Street) Address

(Title)

(City, State, Zip Code) Address

(Organization)

(Street) Business Address

(City, State, Zip Code) Business Address

Landline Phone

Cell Phone

I, _____ (print name) who signed this Contract on behalf of Purchaser certify

that I am the _____ (President, Principle Officer, Agent, Owner, Co-Owner, Member of the Firm) of the (corporation, partnership, sole proprietorship) named as Purchaser herein; that the contract was duly signed for in behalf of the Purchaser by authority of I, its officer.

- CONTENTS OF CONTRACT -

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- ATTACHMENTS -
The following attachments are hereby made a part of this contract:

ATTACHMENT A: Timber Sale Map	1 Page
ATTACHMENT B: N/A	N/A

TABLE 1 – LEGAL DESCRIPTION OF THE GROSS SALE AREA

The forest products designated for sale under this Contract are within the following sale area:

Town	Range	Section	Description	Town	Range	Section	Description
Total approximate acres in gross sale area:							
Total number of harvest units:							

TABLE 2 – ESTIMATED SALE VOLUME & PRODUCT RATES

The County does not guarantee the product volume, by species or in total, to equal the estimated advertised volume in quantity or product designation.

Species	Price Per Roundwood Cord	Price Per Whole-tree Cord	Price Per Sawlog MBF	Total Roundwood Cords	Total Whole-tree Cords	Total Sawlog MBF	Total Dollar Bid
TOTALS							

TABLE 3 – CHARGES AND PAYMENTS

The following charges and payments are prescribed by this Contract:

Payment	Amount		Requirements
Performance Bond			See Section II.A.
Payment	Sale Value	Increment Schedule	Requirements
Increment Payment Schedule			See Section II.B.
Initial Advance Payment			See Section II.B.
Other			

SECTION I – GENERAL TERMS

- A. DEFINITION OF CONTRACT LANGUAGE** - The following definitions apply to terms used in this Contract:
- (1) *Cease Operations* - To suspend all harvesting, hauling, and related operations.
 - (2) *Cultural Resource* - Any definite location of past human activity, occupation, or use, identifiable through inventory, historical documentation, or oral evidence. Cultural resources include archaeological, historical, or architectural sites, structures, places, objects, and artifacts.
 - (3) *Diameter at breast-height (DBH)* - Diameter measure of a tree at 4.5 feet above the ground level.
 - (4) *Director* - The Director of Forestry and Natural Resources, Douglas County Forestry Department, Douglas County, Wisconsin or designee.
 - (5) *Gully* - An erosion channel cut into the soil along a line of water flow.
 - (6) *Harvesting* - To buck, bunch, chip, cut, debark, deck, delimb, fell, forward, load, pile, process, shear, skid, slash, top, transport, or yard raw forest products.
 - (7) *Hauling* - To convey, remove or transport raw forest products.
 - (8) *Hazardous Substance* - Any substance or combination of substances including any waste of a solid, semisolid, liquid or gaseous form which may cause or significantly contribute to an increase in mortality or an increase in serious irreversible or incapacitating reversible illness or which may pose a substantial present or potential hazard to human health or the environment because of its quantity, concentration or physical, chemical or infectious characteristics, and is:
 - (a) A substance that is defined as a hazardous substance by Wisconsin State Statute 299.01(6), as amended.
 - (b) A substance identified by the administrator of the United States Environmental Protection Agency as a hazardous substance pursuant to Section 102 of CERCLA, 42 U.S.C. § 9602, as amended.
 - (c) Any petroleum product.
 - (9) *In-Woods Person* - Person identified to the Sale Administrator prior to commencing any operations, who must be on-site during any active in-woods operations on a frequent and regular basis.
 - (10) *Primary Skid Trail* - a skid trail that is used by a skidder and/or forwarder for three or more loaded passes.
 - (11) *Rut* - An elongated depression in the soil caused by dragging materials or by wheels or tracks of harvesting machinery, equipment or other vehicles. Ruts are often exacerbated by erosion from uncontrolled water runoff.
 - (12) *Sale Administrator* - The County field representative designated by the Director and assigned the job of contract administration for this timber sale Contract.
 - (13) *Sawmill* - A facility, equipment or machinery used to saw primary forest products into boards
 - (14) *Secondary Skid Trail* - a skid trail that is used by a skidder and/or forwarder for no more than two loaded passes.
 - (15) *Subcontractor* - Any person or business entity whether incorporated or not that undertakes to perform any of the Purchaser's contractual duties under this Agreement at the instigation of the Purchaser and with the prior approval of the County.
- B. CONTRACTING PARTIES** - In this Contract agreement, for purposes of binding the respective parties to the terms hereto, the County and the Purchaser include their respective officers, employees, agents, directors, partners, representative, successors, heirs, members and servants. For purposes of determining whether the Purchaser has other similarly held contracts with the County designating the harvest and removal of raw forest products, as requested by the County, the Purchaser shall provide to the County a list of the Purchaser's officers, directors, majority stockholders or holders of other controlling ownership interests, and any corporate, partnership or business entity in which the purchaser owns a controlling interest.
- C. PURCHASER ACCOUNTABILITY** - All rights of the Purchaser under this Contract are specifically contingent upon the Purchaser being in compliance with all other similarly held contracts with the County designating the harvest and removal of raw forest products. For purposes of this Contract, substantial compliance shall mean that the Purchaser has not breached any other similarly held contracts with the County.
- D. COUNTY AUTHORIZATION** - The Purchaser shall not commence or resume any operations in the performance of this Contract without prior approval from the County. The County reserves the right to deny said approval at any time for any reason as deemed necessary by the County. Such permission shall not be unreasonably withheld.
- E. LOCATION** - All requirements of the Purchaser under this Contract are limited to those locations as identified and described in the "Sale Map", Table 1 - Legal Description of the Gross Sale Area and/or Section IX attached to and made part of this Contract.

F. REMOVAL OF RAW FOREST PRODUCTS AND TITLE TRANSFER:

- (1) Provided the Purchaser has paid for the raw forest products as required in Section II or authorization to remove the raw forest products has been granted by the County, the Purchaser has the right to cut and remove raw forest products from the sale area provided all Contract requirements related to the commencement of operations have been met.
- (2) Title to all raw forest products included in this contract shall be retained by the County until:
 - (a) The raw forest products have been measured, as described in Section III.
 - (b) A hauling ticket is completely and accurately filled out and deposited in the lockbox for each individual load of raw forest products removed from the gross sale area when the lockbox ticket system is used as described in Section III.
 - (c) The raw forest products have been paid for as required in Section II.
- (3) Title to raw forest products remaining on land and property owned by the County at termination of the contract shall remain with the County.
- (4) As documented in this contract, or otherwise agreed to in writing, all roads and other improvements become the property of the County as they are constructed.

G. TERM OF CONTRACT - This Contract is effective upon approval and execution by the Director or designee and shall terminate on the Contract Expiration Date shown on page one (1) unless terminated sooner for one or more of the following reasons:

- (1) Successful completion of the Contract.
- (2) Material or persistent breach and/or failure to promptly and properly remedy contract violations of the terms of this Contract or similarly held contracts with the County designating the harvest and removal of raw forest products.

H. MODIFICATIONS - This Contract, together with the attachments listed herein, contains the entire agreement of the parties and no statements, promises or inducements made by either party, or agents of either party, which are not contained in such written Contract shall be valid or binding. This Contract, except as described herein, cannot be enlarged, modified or altered except upon written agreement signed by all parties to this Contract.**I. PRE-OPERATIONS MEETING -** No activity directed towards the performance of the Contract may occur on the sale area or access route until a pre-operations meeting is conducted between the Purchaser and the County. The Purchaser shall notify the Sale Administrator at least seven (7) calendar days prior to the start of operations to schedule the pre-operations meeting and shall communicate the plan of operation to the Sale Administrator during the meeting. Approval of the plan of operation by the Sale Administrator is required before any operations commence. Such approval will not be unreasonably withheld. The Sale Administrator will specify to the Purchaser any additional information the Purchaser must provide to the County at the pre-operations meeting.**J. INSPECTION -** The County retains for itself the right of ingress and egress to and on the sale area and may inspect the sale area, access route and trucks hauling forest products from or traveling on the access route at any time for compliance with the terms of the Contract.**K. TIMELY PROGRESS OF OPERATIONS -** Time is of the essence to this agreement. All of the Purchaser's operations pursuant to and permitted by this Contract shall progress with reasonable diligence and in a timely manner so as to complete performance under this Contract within the term of Contract.**L. COUNTY NOTIFICATION -** The Purchaser shall notify the County seven (7) calendar days prior to commencing, resuming, suspending for any period of twenty-one (21) or more calendar days, or completing any and all operations related to the performance of this Contract.**M. CONTRACT TERM EXTENSION -**

- (1) It is understood by the Purchaser that extensions are not guaranteed and this Contract is expected to be completed prior to the initial expiration date.
- (2) The decision to offer an extension shall be in the discretion of the County.
- (3) In the event that Purchaser's operations are delayed and Purchaser is not able to complete the requirements of this Contract prior to the expiration date, the County may grant up to a twelve month extension of the term of this Contract.
- (4) An extension request will be considered by the County under only the following circumstances:

- (a) The County determines an extension is in its best interests.
 - (b) If environmental or market conditions have caused lost opportunity to complete the Contract, or other extraordinary cause demonstrated by the Purchaser, as determined by the County.
 - (c) The County notifies the Purchaser that an extension is required or the Purchaser requests the extension at least 30 calendar days prior to the Contract expiration date.
 - (d) Purchaser has provided the County with written notice from the surety that the performance bond on this Contract has been extended for a period commensurate with the requested contract extension. Any such extension shall have an expiration date of no less than 30 calendar days past the Contract expiration date.
 - (5) If a requested extension is granted, the following shall apply:
 - (a) The Purchaser shall pay a fixed extension fee of \$100.00 per extension.
 - (b) The Purchaser shall provide the County with written notice from the surety that the performance bond on this Contract has been extended for a period commensurate with the contract extension. Any such extension shall have an expiration date of no less than 30 calendar days past the Contract expiration date.
 - (c) The Purchaser shall exercise all reasonable efforts at all available opportunities to complete the Contract prior to the expiration date of the extension.
 - (d) Stumpage rates for any non-previously accounted for volume cut, skidded or hauled during the extension period will be escalated at a 5 percent increase from the purchase price for the first extension, a 10 percent increase for the second extension, and a 15 percent increase for the third extension, each escalation progressive from the previous.
 - (e) The Purchaser shall provide the County the rate increase payment 100 percent in its entirety, or as otherwise provided in Table 3 by harvest unit, prior to commencing or recommencing any operations under the Contract for Lump Sum Scale agreements.
 - (6) The maximum term of Contract, including extensions, shall be four (4) years from the contract effective date. The County reserves the right to make exceptions to this to this period of time only in the event of extraordinary circumstances, as determined by the County. In the event the term of Contract exceeds four (4) years from the contract effective date due to extraordinary circumstance, the Purchaser's bidding privileges throughout the period of such extension may be restricted up until that point successful performance on the Contract has been completed.
 - (7) All conditions of this Contract shall remain in force during any period of extension, unless those conditions are amended by the terms of the extension or Contract amendment.
 - (8) In the event the Contract terminates pursuant to Section I.G. due to expiration of the time period within which its performance shall have been completed, and the County has not granted an extension, the following shall apply:
 - (a) The Purchaser shall immediately cease all related Contract operations. Operations beyond the contract termination date for which the County has not granted an extension will be treated as criminal.
 - (b) The Purchaser shall forfeit all or a portion of the performance bond and if needed, any outstanding increment deposits to the County. Any such forfeiture will not preclude legal action by the County for damages, specific performance, or other remedy, as appropriate.
 - (c) The Purchaser's future bidding privileges may be restricted by the County from the expiration date of the terminated Contract for a length of time determined by the County.
 - (9) In the event the Purchaser chooses to surrender the Contract back to the County within the time period within which its performance shall have been completed, the Purchaser shall forfeit all or a portion of the performance bond and if needed, any outstanding increment deposits to the County. Any such forfeiture will not preclude legal action by the County for damages, specific performance, or other remedy, as appropriate.
- N. LIABILITY FOR LOSS** - The Purchaser shall be responsible for full payment for all forest products which have been felled, skidded or decked and which have been lost, destroyed or degraded due to any cause and/or for products which have been lost, damaged or stolen after removal from the sale area but before scale or weight is accounted for by the County
- O. SUPERVISION** - When construction or harvesting operations are in progress, the Purchaser shall have exclusive control over the manner in which the Contract is executed if, as determined by the County, the Purchaser has and is complying with all terms and conditions provided herein. Purchaser is required to have a supervisor(s) in charge of operations on the sale area at all times. Such supervisor(s) shall be designated by name to the Sale Administrator at the time of the pre-operations meeting and have authorization to receive notices from the Sale Administrator and take appropriate immediate action with regard to breach and/or violations of the terms and conditions of the Contract.

P. ASSIGNMENT -

- (1) The Purchaser is precluded from assigning payment and Contract oversight duties or other performance requirements of this Contract to another in whole or in part unless approved in writing by the County.
- (2) The Purchaser shall obtain and complete a "Subcontractor Authorization Form" from the County to make all subcontractor requests. The Purchaser shall furnish, in writing, the names of all requested subcontractors, contact information, and their proposed scope of work to be used to complete the Contract. Incomplete or incorrect forms will not be considered. Any subcontractor operation or activities under this Contract not correctly identified to the County will be suspended.
- (3) The Purchaser's direction to or contracting with another to complete performance under this Contract does not relieve the Purchaser from the responsibility for performance required under this Contract or for liability for breach.
- (4) As deemed in its best interest, the County retains the right to prohibit any individual subcontractor assignment requested by the Purchaser. Purchasers requesting a subcontractor who is in material or persistent breach of any County timber sale Contract shall not be granted approval by the County.
- (5) The County retains the right to suspend or debar any individual subcontractor assignment after initial approval when construction or harvesting operations are in progress and throughout the term of Contract.

Q. EQUAL OPPORTUNITY - Under this agreement, all parties mutually agree to not discriminate against any official, agent, or employee representative on the basis of race, color, age, religious creed, political ideas, sex, marital status, physical or mental handicap, physical condition, developmental disability, national origin or ancestry.

R. SAFETY - The Purchaser, employees, subcontractors, subcontractor's employees and any such individual engaged in work towards the furtherance of this Contract shall conduct their activities in a safe and professional manner, shall cooperate in making it possible for the Sale Administrator to safely, efficiently, and economically perform his, her or its administrative duties, and shall comply with Federal and State safety standards for logging operations as established by the United States Department of Labor, Occupational Safety and Health Administration (OSHA; 29 Code of Federal Regulations 1910 and any other such applicable regulations promulgated by OSHA) and as required by Wisconsin State law. The Purchaser, not the County, is responsible for instituting and maintaining all precautions, procedures and programs for the safety of all persons on the project site, and the County hereby disclaims any and all responsibility for injuries or accidents occurring at the site throughout the term of Contract.

S. LIABILITY INSURANCE -

- (1) Prior to the commencement of any work to be performed under this Contract, the Purchaser or their agents shall be required to obtain and provide the County a current certificate of comprehensive general liability insurance coverage to the limit of \$500,000.00 per occurrence and \$1,000,000.00 per aggregate. The Purchaser shall carry and keep in good standing such coverage throughout any and all operational activities directly related to the performance of this Contract during the remainder of the contract period, with any extensions. Each such policy shall include endorsements, which shall name the County as an additional insured and shall provide that the County shall be given 30 calendar days advanced written notice, at the address shown on page (1), prior to cancellation or any material change in such policy.
- (2) In lieu of such coverage, the Purchaser may provide proof of self-insurance in an amount equal to or greater than that provided above.
- (3) Prior to the commencement or continuation of any work to be performed under this Contract, the Purchaser shall deliver to the County a certificate of insurance from the insurer(s) of the Purchaser or their agents certifying that coverage in at least the amounts stated above is in force. Such certificate shall be submitted to the County for approval of the insurer(s), the amount, and the form. The County reserves the right to require a certified copy of any such policy or to investigate and/or examine the policy itself.
- (4) A self-insured Purchaser shall provide an equivalent certificate of insurance as that provided above, subject to the approval by the County.
- (5) The following are further understood and agreed to by all parties to this Contract:
 - (a) It is expressly understood and agreed to that all Contract operations are prohibited at any time during the term of Contract unless an equivalent certificate of insurance as that provided above is provided to and approved by the County.
 - (b) In the event the Purchaser's certificate of insurance expires within the term of Contract, including extensions, the Purchaser shall immediately cease all related Contract operations after date of certificate expiration. Operations beyond the certificate expiration date will be treated as criminal.

- (c) It is further understood and agreed to by all parties that this Contract shall terminate immediately and the Purchaser shall forfeit all or a portion of the performance bond in the event that the mandatory liability insurance coverage required under this Section is for any reason not obtained or updated as provided in the above conditions.

T. WORKERS' COMPENSATION INSURANCE -

- (1) Prior to the commencement of any work to be performed under this Contract, the Purchaser shall be required to obtain and provide the County a current certificate of insurance verifying that any and all individuals who are to be engaged in work under this Contract, including but not limited to employees, agents or independent contractors of the Purchaser or of its subcontractors, are either insured for workers' compensation coverage or are exempted from such coverage as certified independent contractors pursuant to the law. The Purchaser shall carry and keep in good standing such coverage throughout any and all operational activities directly related to the performance of this Contract during the remainder of the contract period, with any extensions.
- (2) To the extent that it is applicable to the Purchaser, within the term of Contract the Purchaser agrees to comply with the Worker's Compensation Act, Chapter 102, Wisconsin Statutes, and all regulations that pertain.
- (3) Prior to the commencement or continuation of any work to be performed under this Contract, the Purchaser shall deliver to the County certificate of insurance for workers' compensation coverage or proof of exemption from such coverage as provided by law. Such a certificate shall be submitted to the County for approval. The County reserves the right to require a certified copy of any such certificate or to investigate and/or examine the policy itself.
- (4) The following are further understood and agreed to by all parties to this Contract:
 - (a) It is expressly understood and agreed that no such individual may engage in work in furtherance of this Contract at any time during its period unless either insured for workers' compensation coverage or exempted from such coverage as indicated above.
 - (b) In the event the Purchaser's workers' compensation coverage expires within the term of Contract, including extensions, the Purchaser shall immediately cease all related Contract operations after date of coverage expiration. Operations beyond the coverage expiration date will be treated as criminal.
 - (c) It is further understood and agreed to by all parties that this Contract shall terminate immediately and the Purchaser shall forfeit all or a portion of the performance bond in the event that the mandatory workers' compensation coverage required under this Section is for any reason not obtained or updated as provided in the above conditions.

U. TRAINING REQUIREMENT -

- (1) Prior to the commencement of any work to be performed under this Contract, the Purchaser shall be required to obtain and provide the County a valid certificate verifying that the Purchaser has met the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard for the most current calendar year. The Purchaser shall carry and keep in good standing such certificate coverage throughout any and all operational activities directly related to the performance of this Contract during the remainder of the contract period, with any extensions.
- (2) In addition to the Purchaser, prior to the commencement of any work to be performed under this Contract, one "In-Woods Person" who will be engaged in work under this Contract, including but not limited to employees, agents or independent contractors of the Purchaser or of its subcontractors, shall be required to obtain and provide the County a valid certificate verifying that he, she or it has met the Wisconsin SFI (Sustainable Forestry Initiative) Training Standard for the most current calendar year. The "In-Woods Person" shall carry and keep in good standing such certificate coverage throughout any and all operational activities directly related to the performance of this Contract during the remainder of the contract period, with any extensions.
- (3) The Purchaser shall be responsible for identifying the "In-Woods Person" working under this Contract and will designate, he, she, or it by full name, to the Sale Administrator during the pre-operations meeting.
- (4) Criteria and information for the required training standard can be found at the website www.fistausa.org or by contacting the Forest Industry Safety & Training Alliance (FISTA) at 1-800-551-2656.
- (5) The following are further understood and agreed to by all parties to this Contract:
 - (a) In the event the Purchaser's and/or In-Woods Person's training certificate expires within the term of Contract, including extensions, the Purchaser shall immediately cease all related Contract operations after date of certificate expiration. Operations beyond the certificate expiration date will be treated as criminal.
 - (b) It is further understood and agreed to by all parties that this Contract shall terminate immediately and the Purchaser shall forfeit all or a portion of the performance bond in the event that the mandatory Wisconsin SFI (Sustainable Forestry Initiative) Training Standard certificate for the most current calendar year is for any reason not obtained or updated as provided in the above conditions.

V. AUTHORIZATION TO ENTER -

- (1) It is expressly understood and agreed to that the Purchaser, employees, subcontractors, subcontractor's employees and any such individual actively engaged in work towards the furtherance of this Contract is authorized to enter the access route/sale area and perform operational activities only for purposes directly related to the performance of this Contract.
- (2) Use involving motorized assistance for reasons other than that provided above, including recreation, is prohibited on all road routes on County-owned lands designated as restricted to motorized access prior to the commencement of operations unless otherwise approved and designated in writing by the County.

W. USE BY OTHERS - The County reserves the right to authorize other uses not in conflict with this Contract on the sale area and access route during the term of Contract. The County also reserves the right to permit other persons to cross the sale area and/or utilize all or a portion of the access route to gain access to other lands for raw forest product removal, fire suppression or for other purposes. Where the Purchaser constructs, improves or reconstructs an existing road, all use thereafter by the Purchaser shall accommodate safe use by others.

X. OTHER OPERATIONS BY THE COUNTY - The County reserves the right to at any time conduct within the gross sale area or on the access route forest management operations including, but not limited to, slash treatments, burning, handwork, broadcast burning, mop-up, patrolling, thinning, tree planting, seeding, site-preparation, rehabilitation, road maintenance or other operations during the term of this Contract.

Y. PROTECTION OF IMPROVEMENTS - The Purchaser shall to the greatest extent practicable protect from damage all property, gates, signs, road improvements, and any other improvements or infrastructure located on lands owned by the County or under management by the County. Expenses associated with the repair or replacement of structures and/or improvements damaged by the Purchaser, his, her or its employees or subcontractors shall be the sole responsibility of the Purchaser.

Z. PROCESSING EQUIPMENT - No sawmills or other secondary product processing equipment shall be allowed to operate on lands owned by the County, unless authorized by the County.

AA. STRUCTURES - No residence, dwelling, facility, permanent structure, or improvement may be established or constructed on lands owned by the County, unless otherwise agreed to by the County. Location and placement of a temporary campsite is subject to approval by the County. Any such area utilized by the Purchaser shall be maintained and restored as directed by the Sale Administrator prior to the Contract Expiration Date.

BB. VENUE AND CHOICE OF LAW - The Purchaser shall at all times comply with all Federal, State and local laws, ordinances and regulations in effect during the period of this Contract. In the event of litigation concerning this agreement, venue shall be in the Circuit Court, Douglas County, Wisconsin, and this agreement shall be governed by the laws of the State of Wisconsin both as to interpretation and performance.

CC. CONTACT INFORMATION - The Purchaser shall promptly notify the County with any changes to his, her, or its mailing address or contact telephone number as shown on page one (1) of this Contract throughout the term of Contract duration.

DD. POSTAL RECEIPT - The Purchaser bears all responsibility for postal or delivery delays outside of the County's control for all requirements to be received by the County under the Contract, including but not limited to; payments, certificates, extensions, amendments, scale receipts, notifications and all other correspondence, documents and requirements.

EE. SALE DELAYED OR PRECLUDED BY JUDICIAL ACTION OR GOVERNMENT REGULATORY ACTION - In the event judicial action, change in applicable law, or implementation of government regulatory action renders proceeding with this Contract unlawful, the County may suspend or terminate the Contract in whole or in part. Upon notice of such suspension or termination, the Purchaser shall immediately cease all or any portion of such operations under the Contract as directed by the County. Unauthorized operations beyond the date the suspension notice was given by the County will be treated as criminal.

- (1) If a court of competent jurisdiction has entered a final judgment rendering further proceeding with this Contract unlawful, or government regulatory action takes effect, the County may terminate the Contract or, at the County's discretion, suspend the Contract in whole or in part, pending appeal of the court's final judgment.
- (2) If the Contract is suspended, the County shall not be liable to the Purchaser for damages or losses resulting from the delay. In the event the Contract is terminated due to judicial action, a change in law, or government regulations, the County shall be liable to the Purchaser only as follows:
 - (a) The County shall refund any portion of increment installments not needed to compensate the County for raw forest products removed.
 - (b) The County shall release any portion of the performance bond not needed to compensate the County for raw forest products removed or other losses, damages, specific performance, or other remedies suffered by the County due to breach of contract by the Purchaser.
 - (c) The County shall reimburse the Purchaser for the portion of reasonable costs of constructing or improving roads or of installing other infrastructure components on County lands pursuant to this Contract that the Purchaser has not been able to use for removing raw forest products designated by this Contract. The Purchaser shall provide documentation as requested by the County of the Purchaser's actual costs of constructing or improving such roads or installing other improvements.

FF. INDEMNITY AND LIABILITY -

- (1) The Purchaser agrees to indemnify the County, its officials, agents, and employees, while acting within the scope of their duties and hold the County harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense, arising in favor of the Purchaser's employees or third parties on account of bodily or personal injuries, death or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the Purchaser and/or its agents, employees, subcontractors or its representatives while engaged in work under this Contract, all to the extent of the Purchaser's negligence.
- (2) The Purchaser shall be responsible for, indemnify, defend and hold the County harmless from and against any loss, cost (including, without limitation, reasonable legal, accounting, consulting, engineering and similar expenses), damage, claim, fine or liability, including the necessity for tests, inspections or other work, and any damage, claim, fine or liability arising as a result of such tests, inspections or other work, the County must perform:
 - (a) Based upon an actual or alleged violation by the Purchaser of, or failure by the Purchaser to comply with, any Environmental Law during the term of this Contract.
 - (b) Arising from the discharge, release, threatened release, handling, storage, treatment, deposit or disposal of any Hazardous or Deleterious Substances caused or exacerbated by the activities of the Purchaser on lands owned by the County during the term of this Contract.
 - (c) Based upon an actual or alleged occurrence of wildland fire caused by the Purchaser's operations under the Contract.
 - (d) Otherwise arising out of or in connection with any environmental condition or action caused or created by the Purchaser.

SECTION II – CHARGES AND PAYMENTS

A. PERFORMANCE BOND:

- (1) As a guarantee of the faithful performance of this Contract, Purchaser shall furnish a bond, with sufficient sureties, to the County. The performance bond will be held separately from stumpage payments and will be used to cover the potential loss to the County in the event of Purchaser's breach or default under the terms of this Contract or other similarly held contracts with the County designating the harvest and removal of raw forest products, as determined by the County.
- (2) The following conditions shall apply to the performance bond for this Contract:
 - (a) The performance bond will be in an amount equal to twenty percent (20%) of the total Contract purchase dollar value. The performance bond amount the Purchaser must submit for this contract is shown in Table 3.
 - (b) The performance bond will be in the form of cash bond, written bond (surety bond will not be accepted), or irrevocable letter of credit. The County reserves the right to limit the form of acceptable performance bond at any time before the award of this Contract for any reason as deemed necessary by the County.
 - (c) Performance bonds in the form of written bond or irrevocable letter of credit shall be issued by a bank or insurance company which is a member of the Federal Reserve System or insured by the Federal Deposit

- Insurance Corporation; and shall have an expiration date of no less than 30 calendar days past the Contract expiration date.
- (d) Upon full satisfactory performance of the terms of the Contract, as determined by the County, the County shall release the performance bond back to the Purchaser.
 - (e) Upon substantial performance of the terms of the Contract, the County may release a portion of the performance bond not needed to compensate the County for any losses that may be suffered by the County due to breach of Contract by the Purchaser.
 - (f) In the event a requested extension is granted, the Purchaser shall provide the County written notice from the surety that the performance bond on this Contract has been extended for a period commensurate with the requested contract extension no less than seven (7) calendar days prior to the Contract expiration date. Any such extension shall have an expiration date of no less than 30 calendar days past the Contract expiration date. Failure to renew the performance bond within seven (7) calendar days of the Contract expiration date will result in Contract termination and forfeiture of the performance bond in its entirety by the Purchaser
 - (g) The Purchaser shall forfeit all or a portion of the performance bond to the County, as determined by the County, in the event that the Purchaser fails to comply with one or more conditions of the Contract or to successfully complete performance of all Contract requirements. Any such forfeiture will not preclude legal action by the County for damages, specific performance, or other remedy, as appropriate.
 - (h) Neither the Purchaser nor any surety, indemnity entity, financial institution, bond holder or other entity financially obligated to secure performance of this Contract may alter or supplement the terms of this Contract unilaterally. Should the Purchaser breach the terms of this Contract, the County will demand from the surety, indemnity entity, financial institution, bond holder or other entity financially obligated to secure performance of this Contract, immediate forfeiture of all or a portion of the performance bond in accordance with the terms herein.
 - (i) Should the Purchaser breach the terms of this Contract, the County will not allow or accept any entity's attempt to successfully perform this Contract, including obtaining bids for completion, as a condition precedent to immediate, forfeiture of all or a portion of the performance bond securing performance of this Contract. Upon the Purchaser's breach of this Contract, the County solely possesses the authority and the discretion to determine whether to readvertise this Contract.

B. PAYMENTS:

- (1) The Purchaser is required to pay for all raw forest products under the Contract at the increment payment schedule shown in Table 3.
- (2) The increment payment schedule shown in Table 3 shall be determined by the County as outlined in Table 4 and is contingent upon the Purchaser being in compliance with this Contract and all other similarly held contracts with the County designating the harvest and removal of raw forest products.
- (3) In the event that the Purchaser has materially breached this Contract or another similarly held contract with the County designating the harvest and removal of raw forest products, the County reserves the right, at its option, to modify, change, or otherwise alter the payment schedule shown in Table 3 and the terms and conditions of Section IIB of this Contract and require 100 percent advanced payment from the Purchaser prior to the removal of any raw forest products designated by this Contract. Acceleration of payments under this paragraph is an optional, additional and non-exclusive remedy the County may have for a material breach of this contract or any other similarly held contract with the County designating the harvest and removal of raw forest products.

Table 4 – Increment Payment Schedule	
The following plan was used to determine the increment schedule under this Contract:	
Total Contract Purchase Value	Increment Schedule
Lump Sum	100% Payment or Per Harvest Unit (See Section IX)
UP to \$5,000.00	100% Payment
\$5,000.01 to \$10,000.00	50% Payment
\$10,000.01 to \$150,000.00	10% Payment
\$150,000.01 and OVER	5%(2),10%(9) Payment

- (4) The Purchaser agrees to make payments to the County as follows:
- (a) *INITIAL ADVANCE PAYMENT* - The initial advance payment will be made by the Purchaser prior to the commencement of any operations. The initial advance payment amount the Purchaser must submit for this Contract is shown in Table 3.
 - (b) *PAYMENT SCHEDULE* - Payments in full for individual invoices will be made by the Purchaser as called for by the County; in no event will payments be made by the Purchaser more than 15 calendar days from the date of invoice. Non-receipt of payment in full by the County within the 15 calendar day period will constitute a material breach of the Contract and subjects the Purchaser to the terms and conditions of the "Late Payment Policy for Douglas County Timber Sales," as written at the time of the breach and specifically incorporated herein by reference as if fully set forth in this document.
 - (c) *CONTRACT EXPIRATION* - Non-receipt of payment in full by the Contract expiration date will constitute a material breach of the Contract.
 - (d) *SEASONAL PAYMENT* - Excluding lump sum, in the event that the Purchaser is forced to suspend operations due to the posting of spring road limits and/or weight restrictions or other extraordinary circumstances, as determined by the County, the County will refund any portion of an increment installment(s) not needed to compensate the County for harvested raw forest products after request from the Purchaser and approval by the County. Any raw forest products accounted for in scale or measure by the County will not be refunded and will require payment in full. The subsequent increment payment will be paid in full by the Purchaser prior to reentry and/or continuation.
 - (e) *PAYMENT FORM* - All increment payments will be in the form of money order, cashier's check, certified check, personal check, business check or cash. The County reserves the right to limit the form of acceptable payment at any time throughout the term of contract, including any extensions, for any reason as deemed necessary by the County. Payments submitted with non-sufficient funds will constitute a material breach of the Contract, will result in the Purchaser being charged an NSF Fee by the Douglas County Treasurer, and subjects the Purchaser to the terms and conditions of the "NSF Payment Policy for Douglas County Timber Sales," as written at the time of the breach and specifically incorporated herein by reference as if fully set forth in this document.
 - (f) *FINAL SETTLEMENT* - Excluding lump sum, the final payment under this Contract will be adjusted to reflect actual measurement, scale or count.
 - (g) In the event of a material breach of the Contract, including non-payment, the Purchaser shall pay any outstanding debt to the County. If necessary, the County will pursue legal action which may include, but is not limited to, liens on Purchaser's equipment or assets, or other legal recourse necessary for the settlement of Purchaser's debt.

SECTION III – MEASUREMENT AND PRODUCT ACCOUNTABILITY

The volume of products designated by this Contract are estimates. The County provides no warranty or guarantee to the Purchaser as to the species, product type, quality, quantity or condition of the products shown in Table 2.

- A. PRODUCT MEASUREMENT** - The County will determine the value of products removed under the Contract based on mill scale or on-site County scale. At any time during the term of Contract, the County reserves the right to restrict type of acceptable scale and/or unit of measure and/or to require on-site County scale for any or all harvested products in lieu of mill scale. Decking locations of any and all products requiring on-site County scale shall be approved by the County prior to decking any products in such location.
- (1) When mixed products and/or species with different payment rates per unit of measure are hauled on one load, the entire load will be charged at the contract rate of the product and/or species with the highest price and conversion rate contained in the load, unless otherwise agreed to by the County.
 - (2) Weight scaled products will be based on the total gross weight of material hauled. The following conversion rates will be used for the purpose of this Contract to convert green, fresh cut weight scaled roundwood and whole-tree chips to cord equivalents:

Table 5 – Product Weight Conversions Based off total gross material weight			
Species	Pounds/Cord	Species	Pounds/Cord
Ash	4,600	Red Pine	4,500
Aspen	4,600	Scrub Oak	5,600
Balsam Fir	4,500	Spruce	4,000
Basswood	4,000	Sugar Maple	5,100
Cedar	3,150	Tamarack	4,650
Hemlock	4,800	White Birch	4,800
Jack Pine	4,400	White Oak	5,850
Mixed Hardwood	4,900	White Pine	4,400
Red Maple	4,550	Yellow Birch	5,350
Red Oak	5,500		

- (3) Product conversions and utilization standards require County approval and will be considered only prior to the commencement of any operations under the Contract. A written Contract amendment is required.
- (4) All sawlog products designated by this Contract require on-site County scale. Weight scale for sawlogs may be accepted only after approval by the County.
 - (a) All sawlog products will be decked by Contract species separately from other products with the small end toward the road/landing and separated by length. When decks contain mixed species and/or products with different payment rates, the entire deck will be charged at the contract rate of the product with the highest price and conversion rate contained in the deck. When the small end of products are not sorted by direction in decks, the entire deck will be scaled using a single deck face, as determined by the County. When decks contain mixed product lengths, all products in the deck will be scaled at the length of the product with the greatest length contained in the deck.
 - (b) Decks will not exceed six feet in height and will be accessible for inspection on both sides of the deck.
 - (c) The County reserves the right to inspect any product loads for sawlog material at any time at any location throughout the term of Contract.
 - (d) All sawlog products scaled by the County will be marked as provided by the Sale Administrator. Removing non-marked sawlog products from the sale area will be treated as harvested without the County's consent or permission and will be treated as criminal.

B. SCALE RULE -

- (1) All scale will be based on unpeeled product volume, unless otherwise specified.
- (2) Sap-peeled wood products, including products peeled by a processor head, will be converted by adding 12.5 percent to the product scale.
- (3) Rosseter and other similar types of machine peeled wood products will be converted by adding 25 percent to the product scale.
- (4) Any sawlogs scaled by the County shall be scaled using the Scribner Decimal "C" log rule.
- (5) A cord is defined as a volume of unpeeled stacked wood products including air space occupying 128 cubic feet.
- (6) In cases where conversion is required, a conversion factor of 2.20 cords per MBF for hardwood products and 2.44 cords per MBF for softwood products will be used.
- (7) In cases with insufficient volume estimate information where conversion is required from 4-inch top volume to whole-tree volume, the 4-inch top volume will be adjusted by adding 25 percent.

C. PRODUCT ACCOUNTABILITY -

- (1) *LUMP SUM SCALE* - Purchaser assumes all accountability as per its own discretion for products under the Contract sold lump sum.
- (2) *TICKET SCALE* - When the lockbox ticket system is used, the following shall apply:
 - (a) The Purchaser will be issued County load ticket books consisting of a printed triplicate ticket system with consecutively numbered tickets for uniquely identifying individual loads.

- (b) The ticket marked "LOCKBOX" shall be completely and accurately filled out for each distinctive separate load and deposited in the lockbox upon each individual event involving removal of forest products from the sale area.
- (c) The carbon-copy ticket marked "MILL" shall be delivered to a representative of the destination facility upon load delivery and returned to the County pursuant to Section III.C(3). In the event, the Purchaser uses a rail yard for shipping, the carbon-copy ticket(s) marked "MILL" for each individual load shall accompany each rail car or be assigned and delivered to the destination facility and subsequently returned to the County pursuant to Section III.D.
- (d) Use of the carbon-copy ticket marked "TRUCKING CO./CONTRACTOR" is at the discretion of the Purchaser.
- (e) No delay is permitted between the time the load is hauled beyond the lockbox and the time that the corresponding hauling ticket is placed in the lockbox, each event must occur consecutively of each other initiated by depositing the ticket. Time entered on each ticket shall be the time of the event when the load is hauled beyond the lockbox.
- (f) The Purchaser will accurately identify and designate on each individual hauling ticket the Contract species and product type being hauled. When or insufficient/inaccurate species and/or product information is documented on a hauling ticket, the entire load will be charged at the contract rate of the product and/or species with the highest price and conversion rate contained in the load and the Purchaser is subject to penalty provided under Douglas County Ordinance #7.6.
- (g) Products removed from the sale area that are not directly being delivered to the use destination facility shall have delivery locations approved by the County prior to being removed from the sale area, piled separately from all other products in approved locations, and shall be on-site scaled by the County, unless otherwise agreed to by the County.
- (h) Products delivered to a rail yard for subsequent shipping require the rail car number be noted on each individual hauling ticket deposited in the lock box for each vehicle load removed from the sale area, unless otherwise agreed to in writing by the County. Individual vehicle loads being delivered to multiple rail cars require all rail car numbers be noted the individual hauling ticket deposited in the lock box.
- (i) Firewood shall be scaled on the truck by the hauler before the load is hauled beyond the lockbox and the dimensions of the load written on the back of the hauling ticket deposited in the lockbox, unless previously scaled by the County or otherwise agreed to in writing by the County. Dimension measures shall be in feet and inches shall include length, width, and height of firewood product bunks/loads.
- (j) Failure by the Purchaser to comply with the product accountability conditions provided above subjects the Purchaser to Contract termination, forfeiture of the performance bond, penalties provided under Douglas County Ordinance #7.6, and/or the requirement that all products be decked by the Purchaser and on-site scaled by the County before hauling is authorized.
- (k) The removal and hauling of products beyond the lockbox without being previously on-site scaled by the County or without correct use of the lockbox system will be treated as harvested without the County's consent or permission and subjects the Purchaser to civil and/or criminal penalties provided under Douglas County Ordinance #7.6. Such unauthorized removal of forest products shall result in Contract termination, forfeiture of the performance bond and all monies owed to the County.

D. MILL SCALE RECEIPTS - Purchaser agrees to account for and furnish upon request, required mill scale receipts under the Contract. Delivery of mill scale receipts to the County is the responsibility of the Purchaser. Mill scale receipts will be reported for all products removed from the sale area by the Purchaser, unless on-site scaling of products has been completed by the County pursuant to Section III.D.

- (1) Purchaser agrees that mill scale receipts will be delivered to the County on a regular schedule. A mill scale receipt will be considered as unaccounted for if not furnished to the County within fourteen (14) calendar days from the date of request by the County made to the Purchaser. Failure to comply with this provision will result in operation suspension and penalty as provided in Section VIII.H.
- (2) Mill scale receipts shall show gross product scale and have the original corresponding carbon-copy ticket marked "MILL" affixed.
- (3) Failure by the Purchaser to comply with the mill scale accountability conditions provided above subjects the Purchaser to operation suspension, penalty as provided in Section VIII.H., Contract termination and forfeiture of all or a portion of the performance bond.

- E. ON-SITE COUNTY SCALE** - In the event the County completes on-site scaling of products, the products will be marked on one end as provided by the Sale Administrator. Marking will be accomplished by painting log faces or as otherwise specified by the Sale Administrator.
- (1) All on-site County scale will be final.
 - (2) The Purchaser agrees that all marked products will be marked by the Sale Administrator as provided above.
 - (3) The Purchaser agrees that all non-marked products have not been accounted for and scaled by the County.

SECTION IV – HARVEST REQUIREMENTS

The Purchaser must follow these requirements and those shown under Section IX during all operations and activities related to the continuation and performance of this Contract.

A. SYSTEMATIC OPERATIONS -

- (1) Harvesting of all species and products designated by the Contract shall be performed concurrently with reasonable thoroughness.
- (2) When harvest operations have commenced on a designated harvest unit, the harvest operations on that unit shall be fully completed before harvesting operations may begin on other harvest units, or as otherwise directed by the Sale Administrator.

B. TREES DESIGNATED FOR CUTTING

- All trees meeting the following requirements must be cut by the Purchaser, unless otherwise designated in Section IX or directed by the Sale Administrator:

- (1) *TREES IN UNITS* - Trees that contain a log/stick of the minimum sizes per required Contract product shown in Table 6 are to be cut in each unit according to the “Trees Designated for Cutting” specifications shown in Section IX.
- (2) *ROAD ROUTE* - Trees marking the road route are to be cut for all routes.
- (3) *RIGHT-OF-WAY TREES* - All trees within the access road total right-of-way clearing width provided in Section V must be cut.
- (4) *NON-MERCHANTABLE TREES* - All non-merchantable trees designated by the “Trees Designated for Cutting” specifications shown in Section IX are to be cut in each unit.
- (5) *DAMAGED TREES* - Reserved trees, which are root-cut, damaged by felling or skidding, uprooted or broken off by the Purchaser’s operations may be designated for cutting through direct notice by the Sale Administrator. The County reserves the right to mark additional reserve trees to replace those that have been cut or damaged. Approval by the County to cut damaged trees shall not exonerate the Purchaser from contract violations as provided in Section VIII.
- (6) *FIRE KILL, INSECT INFESTATIONS AND WIND THROWN* - Salvage trees, consisting of fire-killed, high hazard, disease infected, insect-infested or wind thrown (defined as blown down or wind-damaged to the extent that the tree is expected to fall or is dying) trees may be designated for cutting through direct notice by the Sale Administrator.
- (7) *OTHER TREES* - Any additional cutting of trees by the Purchaser not designated or provided in this Contract shall be identified and authorized by the Sale Administrator and may require an amendment to the Contract.

C. TREES RESERVED FROM CUTTING

- All trees meeting the following requirements must be left undamaged by the Purchaser, unless otherwise designated in Section IX or directed by the Sale Administrator:

- (1) *LEAVE TREES* - Trees, both live and dead, marked to leave or otherwise directed to leave in “Trees Designated for Leaving” specifications shown in Section IX are reserved from cutting and any damage. Any trees not specifically identified to be cut in Section IV.B. are reserved from all cutting and damage.
- (2) *BOUNDARY AND BEARING TREES* - Trees marking harvest unit boundaries, boundaries of parcel ownership, equipment restriction zones, streamside/riparian management zones, internal protection areas, and survey bearing trees are reserved from cutting.
- (3) *SNAG TREES* - All non-merchantable cull and snag trees greater than 10-inch DBH are reserved from cutting.
- (4) *OTHER TREES* - Any trees not designated to be cut under this Contract, including any amendments, or by the Sale Administrator are to be reserved from cutting and any damage.

D. PRODUCT MANUFACTURING AND UTILIZATION STANDARDS

- Trees cut by the Purchaser shall be manufactured to secure the maximum utilization of forest products. All products that meet or exceed the “Product

Manufacturing and Utilization Standards” in Table 6 and this Section shall be transported to landings and hauled by the Purchaser, unless otherwise designated in Section IX or directed by the Sale Administrator:

- (1) Products shall be bucked/processed/slashed to utilize the entire length of the tree to the top diameter specified in Table 6.
- (2) Products meeting utilization specifications in Table 6 shall be manufactured in such a manner as to minimize waste during bucking/processing/slashing operations.

Table 6 – Product Manufacturing and Utilization Standards			
The Purchaser must fell, skid, and haul all trees marked or designated for harvest under the Contract that contain a log/stick/material of the following minimum sizes per Contract product:			
Product	Top DIB	Length	
4” Roundwood Product	4-inches and greater	100-inches	Pulpwood meeting standards in Section IV.D(2)(a).
Whole-tree Product	Tip of Tree	No minimum	Whole-tree Product meeting standards in Section IV.D(2)(b).
Softwood Sawlog	9-inches and greater	100-inches	Sawlogs meeting standards in Section IV.D(2)(c).
Hardwood Sawlog	10-inches and greater	100-inches	

- (a) *4” ROUNDWOOD PRODUCT* - A tree, log or stick with a minimum of one 100-inch stick to a 4-inch top diameter.
- (b) *WHOLE-TREE PRODUCT* - All or any woody material from the sheared butt stump of all 2-inch and greater DBH trees to the tip of the tree, including all logs, sticks and branches originating from any stem associated with the tree.
- (c) *SAWLOG PRODUCT* -
 1. A softwood tree or log 9-inches or larger top DIB on the small end of an 100-inch length is considered to be a sawlog if it contains Scribner Decimal “C” net scale greater than or equal to 50% of gross scale for the log.
 2. A hardwood tree or log 10-inches or larger top DIB on the small end of an 100-inch length is considered to be a sawlog if it contains Scribner Decimal “C” net scale greater than or equal to 50% of gross scale for the log.
 3. It is expressly understood and agreed to by the Purchaser that all products manufactured by the Purchaser containing sawlog material with a top DIB less than 9-inches (softwood) or 10-inches (hardwood) on the small end of the log will be sort scaled by Contract product as determined and estimated by the County.

E. TREE AND BOUNDARY MARKING - The following marking schemes will apply to this Contract, unless otherwise designated in Section IX or directed by the Sale Administrator:

- (1) *TREES DESIGNATED FOR CUTTING* - Marked with ORANGE paint at or near Diameter Breast Height (DBH) and at the stump.
- (2) *TREES DESIGNATED FOR LEAVING* - Marked with LIGHT GREEN paint at or near Diameter Breast Height (DBH) and at the stump.
- (3) *HARVEST UNIT BOUNDARIES* - Marked with RED paint at or near Diameter Breast Height (DBH).
- (4) *PROPERTY BOUNDARIES* - Marked with BLUE paint at or near Diameter Breast Height (DBH).
- (5) *ROAD ROUTE* - Marked with FLUORESCENT PINK paint at or near Diameter Breast Height (DBH).
- (6) *LANDING LOCATION* - Designated by the word “END” marked with FLUORESCENT PINK paint at or near Diameter Breast Height (DBH).
- (7) *CROSSING LOCATION* - Designated by the word “XING” marked with FLUORESCENT PINK paint at or near Diameter Breast Height (DBH).
- (8) *OTHER* - Additional paint color and meaning designation will be specified in Section IX and/or by the Sale Administrator if relevant.

F. SEASONAL RESTRICTION - The Purchaser is required to suspend all harvesting and hauling operations during periods of seasonal restrictions provided in Section IX. The Purchaser agrees that interpretation and determination of seasonal conditions will be fully under the discretion of the Sale Administrator. Frozen ground operations are defined

as operations limited to those times when sufficient frost is present in the subsoil and subgrade to prevent damage to the soil, as determined by the Sale Administrator.

- G. HARVEST SYSTEM RESTRICTION** - The Purchaser agrees to comply with all harvest system and equipment type/model restrictions provided in this Contract. The Purchaser shall avoid the use of any restricted type of harvest system and/or equipment in the performance of this Contract.
- H. INACTIVE PERIODS** - In the event that the Purchaser's operations under this Contract are temporarily suspended, cease, or are inactive for a period of more than thirty (30) calendar days; prior to the discontinuance of operations, the Purchaser shall systematically locate and arrange any harvested products designated by this Contract and logically leave unharvested portions of the unit in such a fashion as to protect areas of current and/or potential regeneration from any damage caused by future harvesting operations as directed by the Sale Administrator.
- I. STUMP HEIGHT** - Stump height shall not exceed stump diameter for any individual stem with the maximum authorized height of 6-inches for all red pine and jack pine and 12-inches for all other species measured from the most uphill adjacent soil's surface.
- J. LANDINGS AND PRODUCT DECKS** - The Purchaser must follow all landing and decking area requirements provided in this Contract.
- (1) The Purchaser shall construct landings/turn-arounds at the locations designated on the sale map, unless otherwise agreed to and approved by the Sale Administrator.
 - (2) The Purchaser shall inform the Sale Administrator of planned landing/turn-around size during the pre-operations meeting. Size will require approval by the Sale Administrator prior to the commencement of any landing construction operations by the Purchaser.
 - (3) Landings/turn-arounds shall be kept to the minimum size necessary to allow for the safe handling of products and equipment, unless a specific size is designated by this Contract in Section IX or by the Sale Administrator.
 - (4) All landing/turn-around construction shall be completed and requires approval by the Sale Administrator prior to the commencement of harvesting operations, unless otherwise agreed to by the Sale Administrator.
 - (5) All product decking locations shall be approved by the Sale Administrator prior to clearing or use. Decks shall not utilize any residual trees for support and shall be located so as to minimize the number of residual trees located in the decking area.
 - (6) In the event that a landing location utilizes an existing wildlife opening, the Purchaser shall not disturb the topsoil and all slash and other material will be cleared from the opening, unless otherwise designated by this Contract or directed by the Sale Administrator.
 - (7) Landing and decking locations will not be permitted in water ways, draws, drainages, wetlands, SMZ's, RMZ's or other wet areas.
- K. SKID TRAIL LAYOUT** - The Purchaser must follow all requirements provided in this Contract when planning, constructing and utilizing skid trails.
- (1) The Purchaser shall inform the Sale Administrator of planned skid trail layout and the yarding plan during the pre-operations meeting. Such locations and plan require approval by the Sale Administrator prior to the commencement of any harvesting operations by the Purchaser.
 - (2) All skid trails will be located within the harvest unit boundaries, unless otherwise designated by this Contract or directed by the Sale Administrator.
 - (3) Any skid trails requiring significant construction shall be completed and approved by the Sale Administrator prior to the commencement of skidding operations on said trail.
 - (4) Skid trails shall be designed to prevent erosion and sedimentation by dispersing water accumulations, avoiding drainage courses, minimizing grades, and directing water off trails.
 - (5) Skid trails will not be located in water ways, draws, drainages, wetlands, SMZ's, RMZ's or other wet areas and may only cross such areas at locations designated by this Contract or directed by the Sale Administrator.
 - (6) A skidding pattern shall be used by the Purchaser which conforms to the plan of operation and causes the least damage to reserve trees, existing regeneration and other resources.
 - (7) The Purchaser shall keep all skidding operations current with felling during the winter months to avoid loss of products due to snow cover.
 - (8) Any skid trails requiring corduroy protection, as directed by the Sale Administrator, shall have corduroy material in the form of poles placed perpendicular to the main line of travel. Required dimensions of material are a 16-foot minimum length and a 4-inch minimum small end diameter per piece, unless otherwise approved by the Sale

Administrator. Any material used shall be removed upon sale completion and utilized pursuant to Section IV.D. or treated pursuant to Section IV.M., unless otherwise directed by the Sale Administrator:

- L. FELLING** - The Purchaser must follow all felling requirements provided in this Contract.
- (1) In each harvest unit, a felling pattern shall be used by the Purchaser which conforms to the plan of operation and causes the least damage to reserve trees, existing regeneration and other resources.
 - (2) Felling shall be diligent, systematic and continuous to avoid lost or missed products, minimize the number of skidding trips and in a fashion that best meets the capabilities of the type of skidding equipment and yarding plan.
 - (3) Trees shall be directionally felled within the harvest units' boundaries away from features requiring protection within or adjacent to the unit itself. Features requiring protection include streams, lakes, ponds, drainages, wetlands, other wet areas, roadways, recreational trails, building structures, utility lines, other land ownerships, cultural/historic sites, survey monuments, significant wildlife habitats, important ecological features and any other areas as provided in Section IX or by the Sale Administrator. Wedges, jacks, winches, or other special equipment may be necessary to direct trees when felling. Trees falling into protection areas shall be winch-lined or cabled out immediately upon felling. All necessary mitigation for damage caused by improper and/or non-approved felling into a protected feature/area is the responsibility of the Purchaser, as directed by the Sale Administrator and will not exonerate the Purchaser from contract violation penalty.
 - (4) The Purchaser will promptly release any young desirable stems or spring poles having been bent or held down by felled trees or debris.
- M. SLASH** - All logging debris resulting from the performance of this Contract including slash, tops, bark, cookies, butts, blocks, branches, stems and other woody materials will be managed by the Purchaser in accordance with the State Slash Law, Chapter 26, Wisconsin Statutes and the following conditions, unless otherwise designated in Section IX or directed by the Sale Administrator:
- (1) Slash will be returned to the harvest unit as it is created. The Purchaser shall not allow large amounts of slash to accumulate at the landings before it is returned and distributed throughout the harvest unit.
 - (2) The Purchaser shall buck, delimb, lop and crush all slash (including non-merchantable material) created during operations to reduce the total slash depth, including branches, to within 24-inches of the ground's surface and evenly/uniformly scatter all slash material throughout the harvest unit.
 - (3) The Purchaser shall return all long butts, broken ends, and other cull material from the decking/landing area to the harvest unit and evenly/uniformly scatter.
 - (4) The Purchaser agrees to keep all slash out of streams, lakes, ponds, open water, drainages, wetlands, other wet areas, other land ownerships, roadways, recreational trails, building structures, utility lines, cultural/historic sites, survey monuments, significant wildlife habitats, important ecological features and any other areas as provided in Section IX or directed by the Sale Administrator:
 - (5) The Purchaser shall knock down all leaning trees and hung-up tops and branch debris from felled trees in residual standing trees.
 - (6) All slash and/or logging debris adjacent to any village, town, County, State or other public roadway shall be cleaned-up and pulled back 20-feet from the outside boundary of the road right-of-way and evenly/uniformly scattered throughout the harvest unit.
 - (7) If "*SLASHING MAINTENANCE*" is designated under Section IX for any harvest unit under this Contract, the Purchaser shall slash down all non-merchantable material 2-inches and greater DBH except for any trees reserved from cutting pursuant to Section IV.C. This requirement will include all leaners and pushovers. Stems shall be completely severed from the stump or crushed at ground level in a sufficient manner as to kill the stem. Slashed material must be utilized per required Contract product shown in Table 6 or felled/crushed directionally insuring it remains completely within the harvest unit and uniformly scattered throughout.
 - (8) If "*COMPLETE VEGETATION MAINTENANCE*" is designated under Section IX for any harvest unit under this Contract, the Purchaser shall slash down, uproot and/or crush all above ground portions of brush and woody ground-level vegetation independent of stem size, except for any trees reserved from cutting pursuant to Section IV.C., covering no less than 75% of the designated harvest unit area, as determined by the Sale Administrator. Stems shall be completely severed, crushed or uprooted in a sufficient manner as to mortally wound the parent plant.
- N. SCARIFICATION** - The following requirements of the Purchaser shall apply to any site scarification required under this Contract, unless otherwise designated by Section IX.
- (1) In the event that Section IX provides that the County will complete pre-harvest scarification, the Purchaser shall provide the County with a minimum of ninety (90) calendar days advanced notice during non-frozen ground

conditions of intent to harvest. Harvesting shall be completed by the Purchaser no greater than one-hundred eighty (180) calendar days or before the contract expiration date, including extensions, after notification by the County that scarification has been completed.

- (2) In the event that Section IX provides that the Purchaser will complete pre-harvest, during harvest or post-harvest scarification, specific requirements will be provided in Section IX.

O. SOIL PROTECTION - The Purchasers agrees to assume all responsibility for the protection of soil resources on any tract of ground owned by the County utilized in the performance of this Contract.

- (1) The Purchaser agrees to take all steps and precautions necessary to avoid and minimize soil disturbances, such as soil compaction and displacement by heavy equipment. Purchaser agrees to work cooperatively to mitigate and repair any and all instances of soil disturbance, as directed by the Sale Administrator. Repair work shall not exonerate the Purchaser from penalty as determined by the County.
- (2) Excessive soil disturbance (as defined in Table 7) resulting the Purchaser’s operations in the performance of this Contract will not be permitted and the Purchaser agrees to promptly notify the County if such an event occurs throughout the term of Contract.

Table 7 – Soil Disturbance Thresholds	
For Purposes of this Contract, soil disturbances will be defined as follows:	
Forest 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 regardless of length.
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.
General Harvest Area and Secondary Skid Trails	A gully or rut is 6-inches deep or more and 100-feet long or more.

- (3) All infrastructure identification and excessive soil disturbance determinations will be made by the Sale Administrator where depth will be measured from the original soil surface to the bottom of the depression. If individual lug depressions are visible, the depth will be measured to the lesser of the two depths (the "top" of the lug). The length will be measured from the start of the “excessive” section to the end of the “excessive” section. Measurements are not cumulative.
- (4) The Purchaser shall be required to restrict or suspend logging operations, as directed by the Sale Administrator when soils are damaged by an excessive soil disturbance and shall be subject to penalty.

P. EQUIPMENT RESTRICTIONS - Equipment shall not be operated outside of the harvest unit boundary, within equipment restriction zones, within streamside/riparian management zones, outside of the access road and associated rights-of-way and in accordance with the following conditions, unless otherwise designated in Section IX or directed by the Sale Administrator:

- (1) Equipment shall not be operated in streams, lakes, ponds, drainages, wetlands, soft soils, wet areas, boggy areas, on public roadways, recreational trails, other land ownerships, cultural/historic sites, significant wildlife habitats, important ecological features, or areas where equipment would cause excessive soil compaction and displacement. Any equipment crossings in such areas not designated by this Contract require prior location and construction approval by the Sale Administrator.
- (2) Any trees designated for harvest within equipment restriction zones shall be winch-lined or cabled out of the zones.
- (3) Residual slash and harvest debris will not be piled, pushed or located in these zones.

Q. EROSION CONTROL - The Purchaser shall construct slash and debris erosion barriers, dips, water bars or ditches in access roads, skid trails, landings and other areas as directed by the Sale Administrator. The type, construction

requirements and frequency of erosion control structures shall be adjusted to location, soil types, topography and climatic conditions, as designated in Section IX or directed by the Sale Administrator:

- (1) The Purchaser is required to recontour and repair any excavated, rutted, or otherwise damaged skid trails, landing areas, access route or other travel ways and provide for effective erosion control protection in such locations.
- (2) Erosion control work shall commence as soon as felling, skidding and yarding operations are completed on each harvest unit, skid trail or landing, and must be kept current with harvest unit operations.
- (3) The Purchaser shall maintain erosion control structures in active sale areas throughout the term of contract and extensions thereof. All erosion control structures will remain installed upon sale completion.
- (4) Erosion control work shall be completed and approved by the Sale Administrator in finished or unfinished harvest units before operations cease for inactive periods including extended period of wet weather, spring break-up and restricted seasonal dates.
- (5) All erosion control work in each harvest unit and along the access route unit shall be completed prior to the Purchaser's notification to the Sale Administrator pursuant to Section IV.T. "Final Inspection Acceptance for Completion".

R. RECREATIONAL TRAILS - The Purchaser must follow all of the following requirements when operating on, crossing over and operating nearby any recreational trail, unless otherwise designated in Section IX or directed by the Sale Administrator:

- (1) The Purchaser shall keep all Douglas County designated Winter Snowmobile and ATV Trails and Summer ATV Trails free of all logging debris, slash, products, materials, equipment, and vehicles for a minimum distance of 8-feet to be measured from either outside edge of the said trail.
- (2) Sufficient snow cover as directed and determined by the Sale Administrator shall be left on all Winter Snowmobile and ATV Trails at all times throughout the term of Contract including, during active harvesting and/or hauling operations.
- (3) The Purchaser shall keep the trail in a condition that is passable and safe, as directed by the Sale Administrator, for its designated use at all times throughout the term of Contract.
- (4) The Purchaser, employees, subcontractors, subcontractor's employees and any such individual engaged in work towards the furtherance of this Contract shall exercise extreme caution at all times when working on or around all trails. The Purchaser agrees that safety will be a main priority and will use extra attention to insure a safe recreational environment is maintained for users at all times throughout the term of Contract.
- (5) Posting trail signs warning users of harvesting and hauling operations will be completed by the County upon request from the Purchaser. The Purchaser shall submit such a request to the Sale Administrator five (5) calendar days in advance of the need for the signs. The Purchaser can request to perform the signing work himself, herself, or itself where sign locations, installation, and language shall require approval by the Sale Administrator before placement. Any signs placed by the Purchaser shall be removed by the Purchaser upon completion of operations. The County reserves the right to post signs without request from the Purchaser as it deems in the best interest of itself or the Public.
- (6) The Purchaser will repair any damage caused by the Purchaser's operations under this Contract to existing trails, trail signs, gates, and all other trail system improvements to a condition equal to, or better than, before the damage occurred as determined and directed by the Sale Administrator.

S. CLEAN-UP AND COMPLETION - The Purchaser agrees to comply with the following requirements upon completion of all harvesting and hauling operations, unless otherwise designated in Section IX or directed by the Sale Administrator:

- (1) All slash, woody material, and debris from harvesting operations shall be confined within the harvest unit boundaries. The Purchaser shall return any debris located outside a harvest unit to within the unit boundary and treat pursuant to Section IV.M.
- (2) The Purchaser shall remove all slash and debris resulting from harvesting and/or hauling operations remaining on any portion of a road or traveled way used in the performance of this Contract and dispose of as directed by the Sale Administrator. Slopes, ditches and/or road surfaces damaged by the Purchaser's operations shall be restored pursuant to Section V.
- (3) The Purchaser shall treat all slash, woody material, and all logging residues remaining on any portion of the landing, yarding or decking area used in the performance of this Contract by either piling or evenly scattering Pursuant to Section IV.M., as directed by the Sale Administrator. Landing areas will be scraped clean from all debris and mechanically scarified.

- (4) Where primary skid trails spur off from the landing or yarding areas, the Purchaser shall construct earthen berms or debris barriers, as directed by the Sale Administrator, to deter unauthorized motorized recreational use post harvest.
- (5) Damage caused by the Purchaser's operations under this Contract to culverts, roads, bridges, gates, crossings, road blockage devices, signs, and all other improvements owned by the County must be adequately repaired or replaced by the Purchaser at the Purchaser's expense.
- (6) Any damage caused by the Purchaser, Purchaser employees, subcontractors, subcontractor's employees and any such individual engaged in work towards the furtherance of this Contract to any and all lands/infrastructure owned by the County shall be restored to original or improved conditions by the Purchaser at the Purchaser's expense, as directed by the Sale Administrator.
- (7) Any damage caused by the Purchaser's operations under this Contract to monuments designating land ownership, witness trees, bearing trees, fence posts and monuments for land survey corners shall be treated pursuant to Section VI.H.
- (8) Any materials used in the construction of temporary crossings while performing the Contract, shall be removed from lands owned by the County by the Purchaser and properly disposed of by the Purchaser upon completion of performance under this Contract.
- (9) Any debris, trash or other waste not natural to the land accumulated during the Purchaser's operations while performing the Contract, including but not limited to; all tools, solid waste, oil filters, containers, grease cartridges, trash and debris remaining shall be removed from lands owned by the County by the Purchaser and properly disposed of by the Purchaser upon completion of performance under this Contract, or the termination of this Contract due to breach by the Purchaser, or when requested to by the Sale Administrator.
- (10) Any and all equipment, machines, materials, or other apparatus resulting from the Purchaser's operations shall be removed from lands owned by the County by the Purchaser upon completion of performance under this Contract, or the termination of this Contract due to breach by the Purchaser, or as directed by the Sale Administrator.

- T. FINAL INSPECTION ACCEPTANCE FOR COMPLETION** - The Purchaser shall officially request a "Final Inspection Acceptance for Completion" from the Sale Administrator when the Purchaser has determined that he, she, or it has satisfactorily completed the performance under this Contract. The Purchaser shall notify the Sale Administrator no less than seven (7) calendar days in advance of any such request. The Purchaser is encouraged to keep equipment on-site until the final inspection has been completed, as directed by the Sale Administrator.
- U. FINAL INSPECTION** - The Sale Administrator shall officially notify the Purchaser in writing with a copy of the "Final Inspection Acceptance for Completion" when all contract requirements designated under this Contract have been satisfactorily met by the Purchaser and full performance of this Contract has been successfully achieved. After notice has been received, under this Contract, the Purchaser is not required to do additional work on the specified area.

SECTION V – ACCESS AND ROADS

The Purchaser is required to construct all access roads under this Contract to the following specifications and those shown under Section IX, the sale map, and other applicable attachments.

- A. MATERIALS FURNISHED AND INSTALLED BY THE PURCHASER** - The Purchaser is required to furnish and install all materials as required in Section IX and other applicable attachments of this Contract. Full expense and any associated costs of all required materials shall be the full responsibility of the Purchaser. All materials furnished by the Purchaser become the property of the County when installed.
- B. MATERIALS FURNISHED BY THE COUNTY** - In the event the County will provide any material(s), as described in Section IX, the Purchaser is required to load and haul the described materials from the County source, as described in Section IX or by the Sale Administrator, and install them as required on lands owned by the County or otherwise designated in Section IX or approved by the Sale Administrator.
- C. ROAD LOCATION** - The Purchaser agrees that the location of all road, transportation and access routes under this Contract shall be limited to the road layout locations displayed on the sale map, or as otherwise described in Section IX, of this Contract.
- D. MINOR CHANGES** - The Sale Administrator can approve minor changes in location, design or specifications of road construction, improvement or maintenance requirements as part of this Contract. Such changes shall be minor in

scope, as determined by the Sale Administrator and require Sale Administrator approval prior to commencing any related operations.

- E. **ROAD CLASSES** - The following specifications in Table 8 apply to the type of road required under Section IX for purposes of this Contract, unless otherwise designated or described in Section IX.

Table 8 – Road Classes					
For Purposes of this Contract, road types will be defined as follows:					
Road Type	Total Drivable Surface Width (road prism)	Total R.O.W. Clearing Width (includes prism)	Ditching	Back Sloping	Drivable Surface Crowning
Class 1 Primary Road	15-25 feet	35-45 feet	Required at 24 to 36” depth.	Required at 2 to 1	2 to 4%
Class 2 Secondary Road	10-15 feet	15-25 feet	Required at 12 to 18” depth.	None	2 to 4%
Class 3 Upland Flat Road	10-15 feet	15-25 feet	None	None	None
Class 4 Lowland Flat Road	10-15 feet	10-25 feet timbered 10-40 feet nontimbered	None	None	None

- F. **SEASONAL RESTRICTION** - The Purchaser agrees to comply with all seasonal road construction and use restrictions provided in Section IX. The Purchaser shall avoid all related road construction and use activities in the seasonally restricted time period throughout the term of Contract.
- G. **HAULING RESTRICTIONS** - The Purchaser will be required to restrict or suspend hauling during periods when the compacted road surface would be damaged, as directed by the Sale Administrator. Restrictions are required when hauling would cause rutting into the subgrade, or surfacing materials would be displaced, such as during heavy rainfall or spring breakup freezing and thawing cycles.
- H. **CONSTRUCTION SCHEDULE** - All road and access route construction, including but not limited to felling trees, grubbing stumps, excavating, filling, shaping, ditching, sloping, crowning, culvert installation and crossing construction shall be completed prior to the commencement of any harvest operations within the harvest unit outside of the road right-of way or landing area, unless otherwise designated in Section IX or approved by the Sale Administrator. Roads shall be constructed to prevent erosion and sedimentation by dispersing water, avoiding drainage courses, minimizing grades, and directing water off the surface.
- I. **PASSABLE ROADS** - The Purchaser will leave all roads free from obstruction by logs, brush, equipment or other debris. Temporary or permanent obstructions are only permitted upon approval by the Sale Administrator.
- J. **GATED ROADS** - In the event that the access route under this Contract is gated, the following shall apply:
 - (1) The Purchaser will give the Sale Administrator a minimum of five (5) calendar days advanced notice for a request to open a gate owned by the County.
 - (2) The Purchaser will install his, her, or its own lock on the gate in a fashion that allows both the County and the Purchaser access, independent of the other’s lock. Proper installation method can be provided by the Sale Administrator upon request. Improperly installed Purchaser locks preventing County access will be cut/removed by the County and the Purchaser will be responsible for all replacement costs.
 - (3) The Purchaser shall remove any Purchaser owned lock installed on any gate utilized under this Contract before the Contract Expiration Date or before Contract termination. Non-removed locks will be cut/removed by the County.
 - (4) In the event that any harvesting and/or hauling operations under this Contract occur between the calendar dates of September 1st and January 1st, the Purchaser shall insure that the gate remains closed and locked at all times including; after hours, on weekends, and in-between those times when trucks are entering and leaving the roadway, or as otherwise agreed to and approved by the Sale Administrator. Gate control procedures during harvesting and/or hauling operations outside of these dates shall be provided to the Purchaser by the Sale Administrator during the Pre-Operations Meeting.

- K. APPROACHES** - All approaches to public village, town, County and State roadways are the responsibility of the Purchaser to construct and maintain.
- L. HARVESTING/HAULING OPERATIONS SAFETY SIGNS** - The County will furnish, erect, and maintain suitable warning signs for operations performed under this Contract upon request from the Purchaser. The Purchaser shall submit such a request to the Sale Administrator five (5) calendar days in advance of the need for the signs. The Purchaser can request to perform the signing work himself, herself, or itself where sign locations, installation, and language shall require approval by the Sale Administrator before placement. Any signs placed by the Purchaser shall be removed by the Purchaser upon completion of operations. The County reserves the right to post signs without request from the Purchaser as it deems in the best interest of itself or the Public.
- M. ROAD SAFETY** - The Purchaser shall take all necessary precautions for the protection of the work and safety of the public throughout all hauling operation under this Contract. Any pull-out or turn-out locations shall be approved by the Sale Administrator prior to any construction occurring.
- N. CENTERLINE DESIGNATION** - Road route trees marked pursuant to Section IV.E. shall be targeted as centerline guidelines for all new road and access route requirements under this Contract, unless otherwise directed by the Sale Administrator.
- O. CLEARING OPERATIONS** -
- (1) Clearing operations shall protect residual trees, prevent incorporation of construction slash into the road prism, and protect roadside appearance outside the right-of-way clearing width.
 - (2) All trees requiring removal for road construction activities shall be removed by shearing individual stems rather than tipping the tree and stump and shall be completed prior to any earth moving operations. Merchantable timber as defined by the Contract, if any, shall be utilized and decked in the landing area or roadside, outside of the right-of-way clearing, unless otherwise directed by the Sale Administrator.
 - (3) Inside the right-of-way clearing limits, but outside the road prism, large centennial trees holding unique aesthetic value that do not interfere with safety visibility or road stability may be left as directed by the Sale Administrator.
 - (4) All merchantable, non-merchantable, and sub-merchantable stems within the total road clearing width 1-inch and greater at DBH shall be severed and removed from the clearing width along with all associated stumps.
 - (a) Stumps will be disposed of, either buried outside of the road prism or placed in the fashion of stump-side up with the root mass contacting the ground, unless otherwise directed by the Sale Administrator
 - (b) Other Material will be disposed of, either buried outside of the road prism or lopped and scattered outside of the road prism, as directed by the Sale Administrator.
 - (5) Slash, tops, stumps and debris shall not be placed in any wetlands, drainages, streams, roadside ditches or around the heads of culverts where the flow of water may be obstructed and shall be removed if placed therein.
- P. FILL MATERIALS** -
- (1) Wasted spoils and the organic layer will be bladed to the side of the road as approved by the Sale Administrator and not incorporated into road prism fill material.
 - (2) The Purchaser will sort fill materials to remove large rocks over 8-inches diameter and large woody materials near the surface, which may interfere with surface blading.
 - (3) Where possible all fill materials shall be compacted with heavy equipment.
- Q. PIT DEVELOPMENT AND RECLAMATION** -
- (1) Any borrow pit construction requires Sale Administrator approval prior to commencing any related operations.
 - (2) At completion of use, the pit area will be reshaped to as near natural contours as possible and rehabilitated as directed by the Sale Administrator. Backslope ratios shall not exceed 3:1. The Purchaser will evenly spread top soil across the disturbed portion of the pit.
- R. MILEAGE MARKERS** - The Purchaser shall be responsible for installation, maintenance and complete removal of any mileage or location markers needed for hauling purposes prior to the Contract Expiration Date.
- S. ROAD MAINTENANCE** -
- (1) The Purchaser shall be responsible for active road maintenance operations on all native material or gravel roads designated for hauling purposes located on lands owned by the County or managed by the County, as directed by

the Sale Administrator.

- (2) The Sale Administrator shall determine the number, type, extent and frequency of intermediate maintenance operations throughout the term of contract. Road maintenance shall be repeated as needed to facilitate traffic, safe travel, damage protection and proper road drainage. The Purchaser will be advised of the time limitations to complete each maintenance operation by the Sale Administrator.

T. SURFACE BLADING -

- (1) The Purchaser is responsible for all surface blading operations, as directed by the Sale Administrator. Blading activities shall include maintaining the road crown or slope, shoulder, drainage dips, leadoff ditches, berms and turnouts, and will provide a level of smoothness appropriate for the amount and kind of traffic served and consistent with existing surfacing.
- (2) Throughout the term of contract, the Purchaser agrees to blade and shape the roadbed, including turnouts to reasonably conform to the designed cross section, and to eliminate ruts, as directed by the Sale Administrator. Existing aggregate surfacing shall be adequately bladed to conserve material and to prevent segregation of particle sizes.
- (3) At intersections and approaches to surfaced roads, the roadbeds at side roads shall be graded for a reasonable distance to assure proper blending of the two riding surfaces, as directed by the Sale Administrator.
- (4) The Purchaser is responsible for cleaning and grading all drainage dips and leadoff ditches, as directed by the Sale Administrator.
- (5) At intersections where side roads enter a main road, shallow ditching across the side road, as directed by the Sale Administrator may be required to divert surface runoff and protect the main road's stability.
- (6) The Purchaser agrees to avoid all side-casting of road material into a stream, lake, wetland, or other body of water during road maintenance operations.

U. DITCH CLEANING -

- (1) The Purchaser is responsible for all ditch cleaning to remove and dispose of all foreign and slough material from roadside ditches to provide an unobstructed waterway, as directed by the Sale Administrator.
- (2) Slough material removed from the ditch may be blended into existing native road surface or shoulder only if it is the same material as the road surface and approved by the Sale Administrator. Slough material that is not suitable for blending shall be disposed of by the Purchaser as directed by the Sale Administrator.
- (3) The Purchaser agrees to remove and dispose of live vegetation, other organic material and all slash and woody debris, as directed by the Sale Administrator.
- (4) Unstable stumps, rocks, leaning trees or other debris shall be removed from the total right-of-way clearing width, as directed by the Sale Administrator.

V. CULVERT MAINTENANCE -

- (1) The Purchaser is responsible for all maintenance work throughout the term of contract performed on culvert inlets, outlets, catch basins, related channels, existing rip-rap and any other facilities related to the drainage structure, as directed by the Sale Administrator.
- (2) The Purchaser agrees to maintain and keep clean of debris all catch basins, outlets and energy dissipaters, as directed by the Sale Administrator. Ends of culverts shall be kept straight and undamaged. Any washing along-side or underneath the culvert shall be repaired by the Purchaser.

W. ROADSIDE VEGETATION MAINTENANCE -

- (1) The Purchaser is responsible for all maintenance of roadside vegetation including the removal of brush, tree growth, deadfalls or other obstructions to passage, safety or visibility, as such obstructions are present or develop during the term of contract.
- (2) All trees that have fallen across the road shall be removed from the road prism by the Purchaser in a timely manner.
- (3) Trees, brush and seedlings that obstruct visibility, reduce safe sight distances and/or create other safety hazards shall be removed by the Purchaser, as directed by the Sale Administrator.
- (4) The Purchaser shall shear all woody stems 1-inch and large DBH within the harvest unit that are located within a village, town, County, State, county forest road, or general forest access road right-of-way, unless otherwise designated by Section IX or directed by the Sale Administrator. All material and woody debris shall be cleaned-up and pulled back 25-feet from the outside edge of the drivable surface (edge of the road prism) and evenly scattered throughout the harvest unit.

- X. FINAL MAINTENANCE** - Final maintenance of the entire road system is required after all harvesting and hauling is completed and prior to termination of the Contract. At a minimum, the Purchaser shall recrown the drivable road prism, reshape ditches and back slopes and remove any larger woody materials or slash from within the total road clearing width, unless otherwise directed by the Sale Administrator. All road requirements under this contract will be included in the Sale Administrator's "Final Inspection Acceptance for Completion" as described in Section IV.T.
- Y. SNOWPLOWING** - If any operations under the Contract occur during a period of snow cover, the Purchaser is responsible for all snow plowing and clearing activities of any and all routes under ownership authority of the County utilized in the performance of this Contract and shall follow the recreational trail conditions pursuant to Section IV.R. if applicable.
- (1) To protect the road surface and minimize heat absorption from sunlight in the surface material of a frozen road, the Purchaser is encouraged to leave a 1 to 4-inch surface of packed snow on the road at all times.
 - (2) The Purchaser agrees to avoid all side-casting of road material and snow containing such material into a stream, lake, wetland, or other body of water during snow plowing operations.
 - (3) Incorporating wood chips or other woody debris material in the snow covered road surface requires Sale Administrator approval prior to commencing any related operations.
- Z. FLAT ROADS** - The following specifications apply to any Class 3 or 4 Flat Roads designated or described under this Contract:
- (1) The Purchaser agrees to keep clearing, excavation and soil disturbance activities to the absolute minimum for safe hauling and to prevent erosion and impacts to water quality.
 - (2) The Purchaser is responsible for any required temporary culverts or installations at stream crossings, wet areas or other locations.
 - (3) The Purchaser shall install erosion control measures to meet BMP standards on the road and/or the landing area while being used, as directed by the Sale Administrator.
 - (4) At the completion of use the Purchaser shall restore the road back to its natural contours, remove temporary culverts/crossings and all associated materials from lands owned by the County and install erosion control measures, as directed by the Sale Administrator.
- AA. LOWLAND ROADS** - The following specifications in addition to those provided in Section V.Z. apply to any Class 4 Lowland Flat Roads designated or described under this Contract:
- (1) All freeze-down construction on lowland roads will be the responsibility of the Purchaser.
 - (2) The Purchaser agrees that no fill, other road material, slash, or woody material will be located in any portion of the lowland road, unless otherwise designated by the Contract or approved by the Sale Administrator.
 - (3) The Purchaser shall keep all construction operations to an absolute minimum and the organic/root mat soil layer shall not be excavated, disturbed or damaged in any fashion.
 - (4) The Purchaser agrees to suspend all use of the lowland road when the uppermost 3-inches of the soil's surface thaws and begins to muck-out for any portion of the road or upon direct suspension order from the Sale Administrator.
- BB. CROSSINGS** – The following specifications apply to any permanent and/or temporary crossing designated or described under this Contract:
- (1) All permanent/temporary crossings must comply with Federal, State and local regulations.
 - (2) The Purchaser shall be responsible for all permanent/temporary crossing construction activities and materials.
 - (3) The Purchaser is responsible for any temporary culverts or crossing installations at stream crossings, wet areas or other locations as directed by the Sale Administrator.
 - (4) At the completion of use the Purchaser shall remove all temporary culverts/crossings and associated materials from lands owned by the County and install erosion control measures, as directed by the Sale Administrator.
 - (5) In the event that additional crossing design and construction specifications are required by this Contract requirements will be provided in Section IX and/or a Contract attachment.
 - (6) If "*FREEZE DOWN CROSSING*" is designated under Section IX for any road or trail route prescribed by this Contract, the Purchaser shall adequately pack and freeze the ground until capable of supporting heavy equipment use. The Purchaser agrees that no fill, other road material, slash, or woody debris will be located in any portion of the freeze down area and that the organic/root mat soil layer will not be excavated, disturbed or damaged in any fashion. All construction operations shall be kept to an absolute minimum.

- CC. BLOCKED ROADS** - The following requirement applies to any access route having a road blockage device installed directly prior to commencement of the Purchaser's operations: In the event that the Purchaser's operations under this Contract are temporarily suspended, cease or are inactive for a period of more than thirty (30) calendar days, the Purchaser shall reinstall the same type of road blockage device that was removed or as otherwise designated by Section IX or agreed to by the Sale Administrator within fourteen (14) calendar days of notification by the Sale Administrator.
- DD. ROAD BLOCKAGE DEVICES** - The following specifications apply to installation of any road blockage device designated or described in Section IX:
- (1) The width of each earth road blockage device shall be sufficient to cover the entire right-of-way clearing width of the road, entirely blocking the road.
 - (2) Road blockage devices shall be located a safe distance off the main roadway to allow for adequate passenger vehicle parking.
 - (3) Road blockage devices shall have a passenger vehicle parking area/turn-around installed directly prior to the device in such a location that the blocking capacity of the device is not compromised, as directed by the Sale Administrator.
 - (4) The Purchaser is responsible for additional placement of soil or materials on the ends of the berm to further deter unauthorized motorized (e.g., ATV) travel, as directed by the Sale Administrator.
 - (5) *EARTH BERMS* - Earth berms shall be constructed by installing two (2) berms back-to-back at a distance no greater than 10-feet apart. Each earth berm shall be 5 to 6-feet in height measured from the surface of the preexisting road and constructed of soil excavated from the road bed immediately beyond the berm.
 - (6) *ROCK BERMS* - Rock berms shall be constructed by tactically installing a single or double row of large boulders interdisplaced among each other, sufficiently wide enough to cover the entire right-of-way clearing width of the road. Each row of rocks shall be 3 to 6-feet in height measured from the surface of the road and constructed of rocks located by the Purchaser as directed by the Sale Administrator. Each individual rock shall be 48-inches or greater in diameter, unless otherwise agreed to and approved by the Sale Administrator.
 - (7) *STUMP BERMS* - Stump berms shall be constructed by tactically installing a double row of large stumps and associated root masses interdisplaced among and on top each other, sufficiently wide enough to cover the entire right-of-way clearing width of the road. Each row of stumps shall be 5 to 6-feet in height measured from the surface of the road and constructed of stumps created from road or landing operations located by the Purchaser as directed by the Sale Administrator. Each individual stump shall be 14-inches or greater in diameter, unless otherwise agreed to and approved by the Sale Administrator.
- EE. ROAD REHABILITATION** - The following specifications apply to completion of any road rehabilitation work designated or described in Section IX:
- (1) *SCATTERED BLOCKAGE DEBRIS* - The Purchaser shall scatter logging debris consisting of rocks, stumps, slash, and/or cull log barriers at a maximum of 2-feet apart for a total continuous distance of 50-feet, unless otherwise designated in section IX, from the location designated by the Sale Administrator, entirely blocking the road.
 - (2) *RIPPING* - The Purchaser shall use heavy equipment to sufficiently rip and break-up the surface of the compacted road way to a depth of 12-inches from the surface creating many small furrows and berms randomly arranged for a total continuous distance of 100-feet, unless otherwise designated in Section IX, from the location designated by the Sale Administrator, entirely covering and blocking the road,.
- FF. ROADS ON PRIVATE OWNERSHIPS** - The use of any alternative road routes on private ownership in the performance of this Contract in lieu of any required routes, is not permitted, unless otherwise designated in Section IX. The Purchaser agrees to assume all responsibility for the use and protection of any road and adjacent lands under other ownership in the performance of this Contract. Any repair or rehabilitation work will be the Purchaser's responsibility at the Purchaser's expense.
- GG. GOVERNMENT PUBLIC ROADS** - The Purchaser is encouraged to maintain open communication with the respective village, town, County, or State authority to alleviate road maintenance problems and minimize damage concerns throughout all active operations under this Contract. Contact information will be provided by the Sale Administrator upon request of the Purchaser.
- (1) Use of any village, town, County, State, or Federal roadway or any other roadway open to public use outside of the County's jurisdiction for the purpose of performing this Contract is not guaranteed. The Purchaser shall bear all responsibility for any and all additional requirements, restrictions, conditions, or terms as set forth by any roadway authority outside of the County's control at any time throughout the term of Contract, including any extensions

and agrees to indemnify, save and hold harmless the County from and against all claims, demands, and cause of actions resulting from the same.

- (2) All village, town, County and State of Wisconsin motor vehicle and commercial motor vehicle requirements/ordinances/laws including but not limited to, weight restrictions, required permits, excessive speeding, hazardous driving and operating on posted roads are the responsibility of the Purchaser.
- (3) No equipment staging or skidding, forwarding, landing, slashing, decking or piling of products will take place on village, town, County, or State roadways, or within the right-of-ways of same, without written permission from the agency of appropriate authority for said road. A copy of the written permission must be provided to the Sale Administrator prior to any permitted activities occurring.
- (4) Public road considerations to be used in the performance of this Contract encouraged by the County are provided in the "Public Road Use" Attachment, attached hereto and made a part of this Contract.

SECTION VI – RESOURCE PROTECTION

- A. DAMAGE PREVENTION** - The Purchaser shall use reasonable skill and care in all operations to prevent damage to soils, trails, meadows, stream banks, stream channels, wetlands, lakeshores or other natural features of lands owned by the County. All operations by the Purchaser shall follow Federal, State, and local laws and regulations and all applicable permits.
- B. BEST MANAGEMENT PRACTICES** - All operations in the performance under this Contract shall be conducted in a manner to comply with the Best Management Practices as described in "Wisconsin's Forestry Best Management Practices for Water Quality" published by the Wisconsin Department of Natural Resources, unless otherwise specifically designated by this contract in Section IX or directed by the Sale Administrator.
- C. STREAM PROTECTION** - Construction and harvesting equipment will not be operated in Streamside Management Zones (SMZ's) or Riparian Management Zones (RMZ's) as defined by the in the BMP Manual. An exception may be provided for through this Contract or the Sale Administrator may grant written permission. Additional protection measures may be required in Section IX.
 - (1) The Purchaser shall notify the Sale Administrator immediately if debris, including soil, from harvesting or construction activities enters a stream or stream channel.
 - (2) The Purchaser shall remove any debris resulting from harvesting or construction operations, which may affect the natural flow of any streams traversing the sale area. This work will be completed in a manner that causes the least disturbance to the streams, as directed by the Sale Administrator.
- D. CULTURAL RESOURCES** - Cultural resources, once discovered or identified, are not to be disturbed by the Purchaser, or his, her or its employees and/or sub-contractors. If a cultural resource is discovered, the Purchaser shall immediately suspend all operations in the vicinity of the cultural resource and notify the Sale Administrator, unless otherwise identified and designated by this Contract. Operations in the vicinity of the cultural resource may only resume if authorized by the Sale Administrator.
- E. SANITATION** - The Purchaser's operations, as described by this Contract, shall comply with all applicable local and State laws, rules and regulations concerning sanitation in operations. Refuse resulting from the Purchaser's activities, including the use, servicing, repair, or abandonment/storage of equipment, shall be disposed of/removed in a manner that complies with all local and State laws and meets the approval of the Sale Administrator. The Purchaser shall not service any equipment on lands that directly drain into or are within 100 feet of lakes or streams.
- F. HAZARDOUS SUBSTANCES** - In addition to the indemnification provided in Section I.FF., with respect to Hazardous Substances, the following requirements shall apply:
 - (1) The Purchaser shall know and comply with regulations governing the storage, handling, application and disposal of biological waste, anti-freeze, petroleum products including but not limited to motor oil, hydraulic oil, gasoline and diesel fuel and other hazardous substances.
 - (2) The Purchaser shall not transport, handle, store, load, apply, or dispose of any hazardous substance in such a manner as to pollute water supplies or waterways, or cause damage or injury to people, land, desirable plants, and animals.

- (3) Purchaser agrees to have a sufficient number of spill containment kits on-site for the amount and types of equipment present at all times while performing under this Contract. The County reserves the right to request all kits present be produced for compliance confirmation at any time throughout the term of Contract.
- (4) No hazardous substance shall be disposed of on lands owned by the County. Hazardous material spills must be reported to the WDNR immediately. The Purchaser agrees to report all spills immediately upon detection to the WDNR 24-Hour Emergency Hotline at 1-800-943-0003.
- (5) Any hazardous substance spillage will be properly contained and cleaned-up by the Purchaser at the Purchaser's expense, as directed by the WDNR.

- G. IMPROVEMENT PROTECTION** - The Purchaser shall protect to the greatest extent possible, all utility lines, fences, gates, signs, irrigation ditches or pipelines, culverts, crossings, road blockage devices, drainage structures, roads and other improvements within the gross sale area and on adjacent lands utilized by the Purchaser in the performance of the Contract. Any damage caused by the Purchaser to any improvement shall be adequately repaired or replaced by the Purchaser at the Purchaser's expense, unless otherwise designated by this Contract or directed by the Sale Administrator.
- H. PROPERTY CORNER RESTORATION** - The Purchaser agrees to comply with s. 59.635, Wisconsin Statutes, regarding the perpetuation of landmarks and shall protect to the greatest extent possible, any survey monument, witness tree, township, section, or quarter corner and all other objects indicating land ownership boundaries. Any monument which may have been moved, disturbed or lost, as a result of the Purchaser's performance under the Contract, must be immediately reported to the Sale Administrator and the Purchaser shall be responsible for replacement, including any associated survey expenses.
- I. UTILITY PROTECTION** - The Purchaser is responsible for all utility protection in any area utilized in the performance of this Contract; including contacting the Diggers Hotline, or other informational sources performing similar services, prior to digging or conducting other activities under the Contract which may result in contact with utility or service lines or facilities. Purchaser will be responsible for any damage to such lines or facilities including any associated expenses.
- J. INFESTATION PREVENTION** - The Purchaser shall remove any and all harvested red pine, jack pine, and white pine products from the sale, landing and decking areas within twenty-one (21) days of being severed between the calendar dates of May 15th and September 1st, unless otherwise approved by the Sale Administrator. Failure to comply with this provision will result in penalty as provided in Section VIII.J(7).
- K. ENVIRONMENTAL PROTECTION** - The County reserves the right to alter, suspend or terminate the Contract with no penalty to the County in the event that errors in timber sale planning or design cause or may cause considerable environmental damage or violate any Federal, State, or County law, regulation or policy, as determined by the County.
- L. INVASIVE/NOXIOUS WEED MANAGEMENT** - The Purchaser shall prevent, to the greatest extent possible, the transport of all soil, plant parts, and other material on equipment that may carry invasive/noxious weed seeds into the gross sale area. The County reserves the right to require that all road construction equipment and equipment used in logging operations be sanitized by pressure-washing and inspected and approved for entry by the Sale Administrator prior to entering the access road or sale area. The following conditions shall apply for any such requirement:
- (1) This cleaning shall remove all soil, plant parts, and materials that may carry invasive/noxious weed seeds into the access road or sale area.
 - (2) Additional equipment and vehicles frequently entering and leaving the sale area shall be cleaned prior to start-up and kept reasonably clean during the course of operations, as directed by the Sale Administrator.
 - (3) All subsequent move-ins of logging and construction equipment shall be treated the same as the initial move-in and require cleaning and subsequent inspection and approval for entry by the Sale Administrator prior to entering the access road or sale area.
- M. WILDLIFE PROTECTION** - The Purchaser is authorized to enter areas closed by gates, barricades or berms with motorized vehicles only for the purposes related to the performance of this Contract. Motorized vehicle entry for purposes other than contract performance, such as hunting or transporting game animals will be considered trespass and subjects the Purchaser to penalty pursuant to Douglas County Ordinance #7.6.

SECTION VII – FIRE PROTECTION

The Purchaser shall follow these Wildland Fire Protection requirements during all operations and activities related to the continuation and performance of this Contract. The County reserves the right to temporarily suspend or restrict all Purchaser operations at any time throughout the term of Contract in the interest of fire protection.

- A. FIRE REGULATIONS** - The Purchaser is required to conduct all operations in accordance with the Wisconsin Forest Fire Laws and Regulations, Chapter 26, Wisconsin Statutes and Chapter NR 30 WI Administrative Code.
- B. FIRE PREVENTION** - During the time that this Contract remains in force, the Purchaser shall, to the greatest extent practicable, prevent forest fires on all lands described in this Contract and in its vicinity, and shall require all employees, subcontractors and employees of subcontractors to do likewise.
- C. FIRE OCCURRENCE** - In the event that a fire occurs as a result of actions by the Purchaser, the Purchaser agrees to promptly cooperate in the control and suppression of the fire, as directed by the County and/or WDNR.
- D. OPEN BURNING REQUIREMENTS** - The Purchaser is required to conduct any burning of slash or other debris in accordance with the Wisconsin Forest Fire Laws and Regulations, Chapter 26, Wisconsin Statutes and Chapter NR 30 WI Administrative Code. The Sale Administrator and WDNR must be notified prior to the start of and approve any open burning. Large quantities or highly visible burning may also require the Purchaser to notify County 911 and other local emergency responders as directed by the Sale Administrator or WDNR.
- E. FIRE SUPPRESSION** - The Purchaser shall comply with all requests regarding forest fire prevention and suppression made by the County and/or WDNR, and take all reasonable precautions to prevent, suppress, and report forest fires; those requests may include ceasing or modifying operations.
- F. FIRE COSTS** - The Purchaser further agrees if a fire starts due to any operations or activities of the Purchaser; his, her, or its employees, subcontractors, or independent contractors who are engaged in work under this Contract and it becomes a Forest Fire as defined in Chapter 26, Wisconsin Statutes, the Purchaser shall be liable for all property and resource damages, public and private, resulting from the fire, and any and all costs and expenses incurred in suppression of that fire. The Purchaser also agrees to indemnify, save and hold harmless the County from and against all claims, demands, and cause of actions or injury of any kind from the same.
- G. FIRE REPORTING** - Any wildfires, which the Purchaser detects or suppresses, must be reported as soon as possible to the County, WDNR and County 911.
- H. FIRE TOOLS** - In order to have the capability to put out a fire in its initial stages, the following tools/instruments are encouraged on each off-road piece of harvesting and/or construction equipment:
 - (1) A minimum of one fully charged 5 pound or larger ABC fire extinguisher with a flexible spout.
 - (2) Hand tools such as shovels and rakes.
 - (3) One or more backpack cans or other water supply.
- I. SPARK ARRESTERS AND EXHAUST SYSTEMS** - Spark arresters are required on the exhaust of all internal combustion engines (including chain saws) for all equipment having such engines. Such arrestors may not be altered in any manner or removed and shall be properly maintained. The County recommends the following spark arresters:
 - (1) Turbo charged engines in which all exhaust passes through the turbine wheel.
 - (2) Baffled automotive type mufflers for over-the-road vehicles.
 - (3) Tested and approved spark arresters for all other engines (skidders, chain saws, harvesters, etc.).
 - (4) Keep equipment, including power saws, free of accumulations of all flammable materials (oil, residues, forest litter, etc.) throughout all phases of operations including engine compartments and exhaust systems.
- J. REFUELING AND MAINTENANCE** - The Purchaser is encouraged to establish safe areas for refueling and equipment maintenance activities. The County recommends the following proper techniques:
 - (1) No smoking or open flames when refueling and/or performing equipment maintenance.
 - (2) Store fuel and other flammable liquids properly in approved containers at a safe location.
 - (3) Keep all other equipment with hot exhaust systems, including power saws, away from the refueling/maintenance areas.

- (4) Store and park all equipment with hot exhaust systems in a safe location with no combustible material to allow for safe cool down.

K. SMOKING, BURNING AND WARMING FIRES - The County recommends the following guidelines for all smoking, burning and warming fires:

- (1) Always dispose of smoking materials safely.
- (2) Clear an area of burnable material ten (10) feet around warming fires.
- (3) A burning permit must be obtained before burning any debris.
- (4) Always check and make absolute sure that all fires are safely out before leaving the area.
- (5) The County reserves the right to further restrict or prohibit these activities during periods of high fire danger and/or when the Emergency Fire Regulations are in place.

L. RESTRICTION OF OPERATIONS DURING PEAK FIRE DANGER - During periods of very high or extreme fire danger, including red flag alerts and those times when the Emergency Fire Regulations have been enacted, the fire prevention guidelines provided in this Section of the Contract may not be sufficient to prevent a fire. During these periods, the County may restrict allowed hours of operation or order a total cease of all operations until further notice. The County may also require the Purchaser to post an on-site lookout in the harvest area for one (1) hour after equipment is shut off for the day and is allowed to cool down.

SECTION VIII – CONTRACT VIOLATIONS

This Contract shall be monitored and regulated in accordance with the terms of the Douglas County Ordinances as written at the time of execution of this contract and shall be specifically incorporated herein by reference as if fully set forth in this document in addition to the following contract conditions designated by this Contract:

- A. SUSPENSION** - The County reserves the right to suspend the Purchaser's operations at any time under this Contract for any material breach or good cause as deemed necessary by the County including, but not limited to the following:
- (1) *LATE PAYMENT* - If the Purchaser fails to submit increment payments as directed by the County as outlined in Section II.B., all operations covered by this Contract may be immediately suspended by the County. Suspended operations may resume only upon receipt of written or oral notice to the Purchaser from the County that acknowledges adequate payment has been received.
 - (2) *LOSS OF BOND* - If the performance bond securing performance of this Contract is canceled or otherwise becomes ineffective, operations covered by this Contract shall immediately cease upon written or oral order from the County to the Purchaser.
 - (3) *LOSS OF INSURANCE* - If either the liability or worker's compensation insurance policies required in this Contract expires, is canceled or otherwise becomes ineffective, operations covered by this Contract shall immediately cease upon written or oral order from the County to the Purchaser.
 - (4) *LOSS OF TRAINING* - If the Wisconsin SFI training standard certificates required in this Contract for either the Purchaser and the Purchaser's in-woods designee expires or otherwise becomes ineffective, operations covered by this Contract shall immediately cease upon written or oral order from the County to the Purchaser.
 - (5) *POOR PERFORMANCE* - As determined by the County, in the event that the Purchaser has materially breached this Contract or another similarly held contract with the County designating the harvest and removal of raw forest products, all operations covered by this Contract shall immediately cease upon written or oral order from the County.
 - (6) *ENVIRONMENTAL DAMAGE* - As determined by the County, in the event that the Purchaser's operations under this Contract have, are, or are about to cause unreasonable, excessive, or avoidable environmental damage, the County reserves the right immediately suspend any or all operations under this Contract.
 - (7) *OTHER CONTRACT VIOLATIONS* - If, upon inspection of the County the Sale Administrator or designee observes conditions that violate the terms of this Contract, the County reserves the right to immediately suspend any or all operations under this Contract to prevent harm to the interests of the County or the public.
 - (8) The suspension order may be oral if necessary to take instantaneous action on or abate immediate damage/harm of the violation condition described above but will be followed by written order to the Purchaser from the County to be postmarked within ten (10) calendar days following the date of oral order. Such order shall notify Purchaser of the following:
 - (a) The breach observed and if applicable, the harm anticipated.
 - (b) The contract provisions violated.

- (c) If possible, the measures required to abate the problem and allow operations to resume.
- (d) If satisfactory measures or remedies cannot be found to abate the breach on this Contract or another, under the discretion of the County, the Contract will be terminated pursuant to Section VIII.B. and the Purchaser shall be subjected to those conditions as outlined in Section VIII.B.
- (9) Suspension orders may be given in writing or verbally to the Purchaser, or to his, her or its employees or subcontractors. Once given, the Purchaser, and his, her or its employees or subcontractors shall immediately comply with such order of suspension and failure to do so shall constitute grounds for termination of this Contract, forfeiture of the performance bond, and/or additional penalties provided under Douglas County Ordinance #7.6.

B. TERMINATION - Material or persistent contract violations and/or failure to promptly and properly remedy contract violations by the Purchaser pursuant to the terms of this Contract shall be grounds for termination of the Contract by the County.

- (1) In the event that material or persistent contract violations and/or failure to promptly and properly remedy contract violations by the Purchaser have caused another similarly held contract with the County designating the harvest and removal of raw forest products to be suspended and/or terminated, this Contract is subject to termination.
- (2) In the event that the County determines that the Purchaser fails to exist, in fact or by law, or misrepresents information on page one (1) of this Contract, the Contract is subject to termination.
- (3) If this Contract is terminated by the County, the Director shall notify the Purchaser of the termination and the reasons for it by written order. Such notice shall describe in what respects the Contract has been breached or under what grounds the termination has been ordered, including the consequences of such termination. The Contract termination date shall be determined by the County and designated to the Purchaser in the termination order.
- (4) Upon notification by the County of the termination, the Purchaser shall immediately cease all operations pursuant to and permitted by the Contract. Failure to do so will be treated as forest products harvested without the County's consent or permission and subjects the Purchaser to civil and/or criminal or other penalties provided under Douglas County Ordinance #7.6. All forest products remaining on lands owned by the County shall be seized by the County and the Purchaser relinquishes all rights to the products.
- (5) In the event this contract is terminated due to material or persistent breach under the terms of this Contract or another similarly held contract with the County designating the harvest and removal of raw forest products, the Purchaser is subject to forfeiture of the performance bond and all monies owed to the County for products removed under this Contract, and the consequences of such termination.
- (6) If this Contract is terminated, it is understood and agreed to that the Purchaser subjects himself, herself, or itself to the revocation of future bidding privileges on County timber sales for a pre-determined set time period as determined by the County or indefinitely as deemed in the best interest of the County.

C. PERFORMANCE BOND RETENTION - The Purchaser agrees that the performance bond shall 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. If the County determines the performance has not been completed satisfactorily and in conformance with this Contract, the performance bond will be retained in its entirety by the County until the County can determine damages caused by the lack of performance. The County will retain the entire or a sufficient portion of the performance bond to cover any damages or losses suffered by the County, as determined by the County due to breach of Contract by the Purchaser. In such an event where the performance bond is insufficient to recover the damages in full, the County may seek recovery above that of the performance bond amount by initiating collection activities through legal counsel. The County reserves the right to retain the Purchaser's performance bond under this Contract in the event of a material breach and/or subsequent termination of another similarly held Contract with the County under the same terms and conditions as set forth above.

D. LIABILITY FOR DAMAGES - The Purchaser shall be liable for any damages sustained by the County arising from the Purchaser's failure to perform this Contract. The County's damages include, but are not limited to the following:

- (1) All costs of clean-up, restoration, mitigation, or completion of performance under this Contract not completed by the Purchaser.
- (2) All costs incurred by the County for actual and reasonable associated administrative expenses.
- (3) All costs of resale of products not cut and removed as required under this Contract.
- (4) All costs of lost merchantability and/or marketability of products harvested under this Contract.
- (5) In the event that a portion of the products designated by this Contract are resold after the Contract is terminated by the County and/or surrendered for termination by the Purchaser, any subsequent product rates pursuant to the

resold contract that are less than the rates provided herein, the difference between the original rate and the new rate shall be considered damages.

- (6) Any costs incurred by the County of hiring additional persons or services needed to repair damage caused by the Purchaser.
- (7) 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 Seller's actual and reasonable expenses, including attorneys and expert witness fees.

E. COUNTY'S OPTION TO COMPLETE CONTRACT REQUIREMENTS - If the Purchaser fails to complete the requirements described in this Contract in a diligent and timely manner or if the Contract is terminated pursuant to Section VIII.B., the County reserves the right to complete the work itself or through a contractor. The Purchaser will be responsible for any additional costs in their entirety incurred by the County due to the Purchaser's failure to perform the requirements of this Contract. These additional costs may include, but are not limited to, County employee time and expenses, equipment costs, and replacement contractor costs. Purchaser's failure to make payment in full within fifteen (15) days from the date of invoice for such costs will result in forfeiture of the performance bond and may result in the County seeking recovery above that of the performance bond amount by initiating collection activities through legal counsel.

F. FOREST PRACTICES LAWS - The Purchaser shall conduct logging operations in compliance with all laws relating to forest practices in the State of Wisconsin. The Purchaser shall be responsible for all reclamation and penalties that result from violations of applicable forest practices laws.

G. LOGGING REQUIREMENT VIOLATIONS - The Purchaser shall be liable for the following violations of the terms of this Contract and will be subject to the following charges, as determined by the Sale Administrator:

- (1) *HIGH STUMPS* - The Purchaser will be charged \$20.00 for each tree stump cut higher than those conditions pursuant to Section IV.I.
- (2) *LONG BUTTS* - The Purchaser will be required to pay \$20.00 per long butt for cutting long butts from sawlog products that meet the sawlog product conditions in Section IV.D.
- (3) *UNDERUTILIZED MATERIAL* - The Purchaser will be required to pay no less than double and no greater than triple the Contract species stumpage rate for the Contract product class(es) the material contains for under utilized or other material left behind containing material that meets the product conditions in Section IV.D.
- (4) *LARGE TOPS* - The Purchaser will be required to pay for cutting tops larger than the Top Diameter Inside Bark (DIB) pursuant to Section IV.D. This charge will be at no less than double and no greater than triple the Contract species stumpage rate for the Contract product class(es) the top contains, or \$20.00 per large top, whichever is greater.
- (5) *UNDESIGNATED TREES* - Undesignated or reserve leave trees that are cut or damaged as a result of Purchaser's operations shall be considered cut in trespass and the Purchaser will be charged no less than double and no greater than triple the Contract species stumpage rate for the Contract product class(es) the tree contains. Leaving replacement trees will not exonerate the Purchaser from this penalty. For the purpose of this Contract, tree damage shall be defined as a wound that occurs as a result of an action caused by the Purchaser's operation that exceeds 20 percent of the stem's circumference at the point at which the wound has taken place.
- (6) *FAILURE TO REMOVE* - The Purchaser will be charged for all trees that are designated for cutting under the terms of this Contract and/or products that meet the Product Manufacturing and Utilization Standards shown in Table 6 that are not removed from the sale area and not suitable for contract resale, as determined by the County. This charge will be no less than double and no greater than triple the Contract species stumpage rate for the Contract product class(es) the tree contains. In the event that the County removes such material from the sale area, the Purchaser will be responsible for all associated costs incurred by the County.

H. MEASUREMENT AND LOG ACCOUNTABILITY VIOLATIONS - The Purchaser shall be liable for the following violations of the terms of this Contract and will be subject to the following charges, as determined by the County:

- (1) *FAILURE TO PROVIDE MILL SCALE* - The Purchaser will be charged double the Contract species stumpage and product rate contained in the load as determined and estimated by the County for each unaccounted for mill ticket that is not provided to the County pursuant to the terms of the Contract.
- (2) *FAILURE TO DEPOSIT TICKET IN LOCKBOX* - Removal of non-County scaled wood products beyond the designated lockbox without depositing a completed ticket will be treated as forest products harvested without the County's consent or permission and subjects the Purchaser to civil and/or criminal penalties provided for under

Wisconsin State Statutes 26.05, 26.05(2) and 943.20 and those penalties provided under Douglas County Ordinance #7.6.

- (3) *INCOMPLETE OR INACCURATE TICKET* - The Purchaser is subject to penalty provided for under Douglas County Ordinance #7.6. In such event, the species and or product cannot be confidently determined by the County, the Purchaser will be charged for the entire load at the rate of the Contract species and/or product with the highest rate under this Contract. In such event, the volume cannot be confidently determined by the County, the volume will be determined as best estimated by the County.
- (4) *REMOVING NON-COUNTY SCALED PRODUCTS* - Removal of non-County scaled products or materials requiring on-site County scale, regardless of whether a ticket was deposited in the lockbox, will be treated as harvested without the County's consent or permission and subjects the Purchaser to civil and/or criminal penalties provided for under Wisconsin State Statutes 26.05, 26.05(2) and 943.20 and those penalties provided under Douglas County Ordinance #7.6.
- (5) *FAILURE TO PRESENT PRODUCTS IN SCALABLE FASHION* - In such event, the Purchaser piles or decks products in non-accordance with the conditions pursuant to Section III, the entire volume will be approximately measured or estimated by the County and the Purchaser will be charged for the entire volume at the rate of the Contract species and/or product with the highest rate under this Contract contained in the pile or deck.

I. PAYMENT VIOLATIONS - The Purchaser shall be liable for the following violations of the terms of this Contract and will be subject to the following charges, as determined by the County:

- (1) *LATE PAYMENTS* - In the event the Purchaser fails to submit payment to the County pursuant to Section II of the Contract, the Purchaser is subject to the terms and conditions of the "Late Payment Policy for Douglas County Timber Sales," as written at the time of the breach and specifically incorporated herein by reference as if fully set forth in this document.
- (2) *NON-SUFFICIENT FUNDS PAYMENTS* - In the event the Purchaser submits payment with non-sufficient funds (NSF), the Purchaser will be charged an NSF Fee by the Douglas County Treasurer and is subject to the terms and conditions of the "NSF Payment Policy for Douglas County Timber Sales," as written at the time of the breach and specifically incorporated herein by reference as if fully set forth in this document.

J. OTHER VIOLATIONS - The Purchaser shall be liable for the following violations of the terms of this Contract and will be subject to the following charges, as determined by the County:

- (1) *EXCESSIVE SOIL DISTURBANCE* - The Purchaser will be charged no less than double and no greater than triple the Contract stumpage rate for the Contract species and product class(es) contained in the respective volume for the excessive soil disturbance area. The volume will be calculated by the County by determining the average species volume/product per acre at commercial maturity for the disturbed area.
- (2) *EXCESSIVE LANDING SIZE* - The Purchaser will be charged no less than double and no greater than triple the Contract stumpage rate for the Contract species and product class(es) contained in the respective volume for any area disturbed in excess of the designated and/or approved landing, decking or yarding area size. The volume will be calculated by the County by determining the average species volume/product per acre at commercial maturity for the disturbed area.
- (3) *PROPER NOTIFICATION VIOLATION* - In the event, the Purchaser does not notify the County pursuant to Section I.L. of the Contract, the Purchaser shall immediately cease any and all operations pursuant to the Contract and subjects the Purchaser to civil and/or criminal or other penalties provided under Douglas County Ordinance #7.6.
- (4) *BMP VIOLATION* - The Purchaser shall be subject to penalty provided under Douglas County Ordinance #7.6 for any non-compliance with Best Management Practices as prescribed by this Contract.
- (5) *FAILURE TO REMOVE VIOLATION* - The Purchaser shall be subject to penalty provided under Douglas County Ordinance #7.2 for any failure to remove equipment, litter, trash, or debris designated for removal by this Contract.
- (6) *RECREATIONAL TRAIL VIOLATION* - The Purchaser shall be subject to penalty provided under Douglas County Ordinance #7.6 for any non-compliance with recreational trail conditions prescribed by this Contract.
- (7) *FALIURE TO REMOVE PINE PRODUCTS* - The Purchaser will be charged \$20.00 per day for each day any pine products are not removed pursuant to Section VI.J.

K. ADDITIONAL REMEDIES - The Purchaser shall be subject to the following remedies, as determined by the County:

- (1) *PRODUCT SEIZURE* - In the event of any material breach or violation of the Contract, the County reserves the right to seize any and all products resulting from the Purchaser's operations located on lands owned by the County.

- (2) *BIDDING REVOCATION* - As determined by the County, in the event that the Purchaser has materially breached this Contract or another similarly held contract with the County designating the harvest and removal of raw forest products, the Purchaser subjects himself, herself, or itself to the revocation of future bidding privileges on County timber sales for a pre-determined set time period as determined by the County or indefinitely as deemed in the best interest of the County.
- (3) *SUPPLEMENTAL RESTRICTIONS* - In the event of any material breach of this Contract, or another similarly held contract with the County designating the harvest and removal of raw forest products, the County reserves the right to place additional requirements on the Purchaser to protect its best interests or those best interests of the public. Any such additional restrictions shall be provided through a Contract amendment.

SECTION IX – SUPPLEMENTAL REQUIREMENTS

For the purpose of completing performance under this Contract, the Purchaser agrees to comply with the following requirements in addition to those of any attachments:

- A. PRESCRIPTION -**
- B. SEASONAL RESTRICTIONS -**
- C. TREES DESIGNATED FOR CUTTING -**
- D. TREES DESIGNATED FOR LEAVING -**
- E. HARVEST AND OPERATIONAL REQUIREMENTS -**
- F. ACCESS AND ROADS -**
- G. OTHER -**