

# REQUEST FOR BID

SAUK COUNTY PARKS DEPARTMENT

## SAUK COUNTY TIMBER SALE AT THE SAUK COUNTY COMMUNITY FOREST

Monday, December 1, 2014

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- I. Point of contact: Mr. Steve Koenig  
Sauk County Parks Director  
S7995 White Mound Drive  
Hillpoint, Wisconsin 53937  
(608) 355-4800
- II. Bid Due Date: Three sealed copies of the Bid must be received and date stamped not later than 4:00 p.m., Central Standard Time, Tuesday, January 13, 2015. Proposals or amendments received by Sauk County after that time will not be considered. Public Opening of bids will be conducted by the Sauk County Highway and Parks Committee and the Sauk County Parks Director, Wednesday, January 14, 2015 at 8:30 a.m. at the Sauk County Highway Shop, Highway 136, West Baraboo, Wisconsin, 53913.
- III. **ALL PROPOSALS MUST BE ADDRESSED TO:**

Mr. Steve Koenig  
Sauk County Parks Director  
S7995 White Mound Drive  
Hillpoint, Wisconsin 53937  
(608)355-4800

The words "**SAUK COUNTY - PINE SALE - 2015**" must be marked on the opaque, sealed envelope.

PART ONE  
INTRODUCTION AND GENERAL INFORMATION

1. INTRODUCTION

- 1.1 This document constitutes a request for competitive, sealed bids from qualified Purchasers to cut and remove timber from the Sauk County Community Forest, located in the Town of Spring Green, Sauk County, Wisconsin, in accordance with the terms and conditions set forth herein.

2. ORGANIZATION

- 2.1 This document, referred to as a Request for Bid (RFB), has been divided into the following parts for the convenience of the purchaser:

- 2.1.1 Part One - Introduction and General Information
- 2.1.2 Part Two - Specifications
- 2.1.3 Part Three - Bid Submission Information
- 2.1.4 Part Four - Contract
- 2.1.5 Part Five - Addendums

3. DEFINITIONS

- 3.1 For the purpose of this RFB the bidder will be referred to as "Bidder" or "Purchaser" , and Sauk County and the Sauk County Parks Department will be referred to as "County" or "Seller".

4. BACKGROUND INFORMATION

- 4.1 Sauk County is one of 72 units of county government in the State of Wisconsin and is a municipal corporation existing pursuant to the authority of Chapter 59 of the Wisconsin Statutes. Sauk County encompasses 840 square miles including 22 towns, 13 villages, and 2 cities. The County has an estimated population of 60,025. County operations include a skilled nursing facility, a human services department, a law enforcement agency, a state circuit court system, a highway department, a parks department, a tax administration and collection office, and other government related functions.

PART TWO  
SPECIFICATION

I. Sale Area Timing, and Site Specifications .

1.1 Location. The timber to be removed under this Request is from the Sauk County Community Forest, located in the Town of Spring Green, Sauk County, Wisconsin, as shown on the attached map. The sale comprises approximately one hundred seventy nine acres, with the boundaries of the sale marked and specific harvesting instructions included on the map page. Selected trees to cut follow the standard order of removal.

1. High risk of mortality or failure
2. Release crop trees
3. Low (lower) crown vigor
4. Poor (poorer) stem form and quality
5. Less desirable species
6. Improve Spacing

1.2 Type. The following types and volumes of timber estimated are 1800 cords of Red Pine and 513 cords of White Pine.

1.3 The successful Bidder shall be responsible for providing all labor, materials and supplies necessary for the completion of the operation called for under this agreement.

1.3.1 The contractor shall be responsible for the construction of necessary roads, landings and other support infrastructure at the site. All construction shall be removed at the end of the operation, and the site restored to a condition acceptable to the County. All costs associated with the construction, removal and restoration shall be the responsibility of the Bidder.

1.4 The work shall be completed no later than May 31, 2016.

1.5 The attached "SAUK COUNTY FOREST - PINE SALE – 2015", provides a narrative of the project and describes required harvesting procedures.

2. Payment.

2.1 Sauk County will utilize the "Mill Scale Sale" method of payment under this Contract. Mill scale tickets will be provided by Sauk County to the Purchaser, and the Purchaser shall be responsible for the accurate and timely use of the

tickets.

- 2.2 Sauk County shall place a lock box at the site.
- 2.3 Sauk County will use a form substantially similar to DNR Form 2400-5B, Timber Sales Contract - Mill Scale Sale Payment Schedule. The successful bidder shall be responsible for being familiar with the use and complying with all provisions set forth on that form.

3. Contract.

- 3.1 The successful Bidder will be required to sign a binding contract with Sauk County prior to the start of work under this Contract, a copy of which is included in this Request.
- 3.2 Bidder should thoroughly review the enclosed Contract prior to making a Bid. In the event a discrepancy is noted, the language contained in the Contract shall control.

PART THREE  
BID SUBMISSION  
INFORMATION

1. BIDDER'S REPRESENTATION

- 1.1 The Bidder by making a Bid represents that he or she has read and understands the Request For Bid and the Bid is made in accordance therewith.

2. INTERPRETATION OR CORRECTION OF BID DOCUMENTS

- 2.1 The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently or presently under way, to the extent that it relates to the Work for which the Bid is submitted, shall examine the site and local conditions, and shall at once report to the Point of Contact errors, inconsistencies or ambiguities discovered.
- 2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request which shall reach the Point of Contact at least seven days prior to the date for receipt of Bids.
- 2.3 Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding and Bidders shall not rely upon them.
- 2.4 Failure to request clarification or interpretation of Contract Documents will not relieve Purchaser of responsibility. Signing of Bid will be considered proof that Purchaser has thorough comprehension of full intent of scope of requirements and documents.
- 2.5 The County will not be responsible for oral instructions. Only a written interpretation or correction by Addendum shall be binding. No Bidder shall rely upon any interpretation or correction given by any other method.
- 2.6 In the event of any ambiguity or conflict with the language in these Bidding Documents, the language in Part Four, Contract For Sale of Timber, shall control.

3. ADDENDA

- 3.1 Addenda will be mailed or delivered to all bidders who are known by the County to have received Request For Bid documents.

- 3.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.
- 3.3 Each Bidder shall acknowledge receipt of all Addendum issued on Bid Form, or Bid may be rejected.

#### 4. SUBMISSION OF BIDS

- 4.1 One original bid and two (2) copies shall be sealed in an opaque envelope. The envelope shall be addressed to the address specified for receiving Bids and shall be identified with the words "SAUK COUNTY - PINE SALE - 2015" written plainly on the front of the envelope. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate envelope with the notation "Sealed Bid Enclosed" on the face thereof. The Bidder shall not submit a bid by fax machine because only sealed bids are acceptable in response to this RFB.
- 4.2 Bids are due in the office of the Sauk County Parks Director, S7995 White Mound Drive, Hillpoint, Wisconsin, 53937, prior to the time and date stated on first page. Bids received after the time and date for receipt of Bids will be returned unopened.
- 4.3 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.
- 4.4 Oral, telephonic, facsimile or telegraphic Bids are invalid and will not receive consideration.
- 4.5 Any form containing a signature line must be manually signed and returned as part of the bid.
- 4.6 All blanks on the Bid form shall be filled in by typewriter or manually in ink. If the items to be filled in are unintelligible, the Bid shall be rejected. The Bidder shall make no additional stipulations on the Bid form nor qualify the Bid in any other manner.
- 4.7 Where so indicated by the makeup of the Bid form, the sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.
- 4.8 Interlineation, alterations and erasures must be initialed by the signer of the Bid.
- 4.9 The Bid shall include the legal name and address of the Bidder. A Bidder

may be a sole proprietor, partnership, corporation or other legal entity. Each Bid shall be signed by a person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

5. BID SECURITY

5.1 Bid bond payable to Sauk County in the amount of five percent (5%) of base bid shall accompany each Bid pledging that within ten days after the contract award Bidder will enter into a Contract under the terms stated in the Bid and that the Bidder will furnish bonds covering the faithful performance and payment of all obligations arising thereunder. Company executing bid bonds must be licensed to do business in Wisconsin.

5.2 If Bidder awarded the contract fails to return a signed contract, performance and/or payment bonds within ten (10) days from notice of award or receipt thereof, or after such additional time for which there exists an excusable delay approved by Sauk County, the bid guarantee shall be forfeited as liquidated damages.

6. POWER OF ATTORNEY

6.1 A certified and effective dated copy of the power of attorney shall be affixed to each bid or bonds by the Attorney-in-fact executing such documents, when applicable.

7. MODIFICATION OR WITHDRAWAL OF BID

7.1 Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by notice to the County at the place designated for receipt of Bids. Such notice shall be in writing over the signature of the Bidder or by facsimile; if by facsimile, written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids. A change shall be so worded as not to reveal the amount of the original Bid.

7.2 After the time bids are due, a Bidder shall not be allowed to correct a bid.

7.3 Upon authorization of the appropriate legislative oversight authority, Contract shall be effective upon execution by the Purchaser and the County, and compliance by the Purchaser with performance and payment bond and insurance requirements as shall be required.

- 7.4 Bids shall be effective and open for acceptance for a period of 30 days after date and time set for receipt of bids.

## 8. CONSIDERATION OF BIDS

- 8.1 The properly identified Bids received on time will be opened publicly and will be read aloud. An abstract of the Bids will be made available to Bidders.
- 8.2 The County shall have the right to reject any or all Bids, or to waive informalities or irregularities in Bids received and to accept the Bid which, in the County's judgment, is in the County's best interests. The County shall have the right to reject a Bid not accompanied by a required bid security or by other required data.
- 8.3 It is intended that award of Contract will be made to the highest Bidder who is responsible, responsive, and qualified to perform the Work.

## 9. PERFORMANCE BOND AND PAYMENT BOND

- 9.1 The selected Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Bonds may be secured through the Bidder's usual source. Cost of bonds shall be included in the Bid.
- 9.2 The Bond shall be written in the amount of the Contract. The Bidder shall deliver the required bond to the County with the signed Contract.
- 9.3 Bonds shall be issued by a Surety licensed to do business in Wisconsin. Bonds shall be dated on or after the date of the Contract.
- 9.4 The Bidder shall require the Attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the power of attorney. It shall state the monetary limit of the power.



## PART FOUR

### **CONTRACT FOR SALE OF TIMBER**

PROJECT: SAUK COUNTY FOREST TIMBER SALE

IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH BELOW, this Contract is entered into by and between Sauk County, a political subdivision of the State of Wisconsin, with its seat of government located at 505 Broadway, Baraboo, Wisconsin, hereinafter "Seller" and \_\_\_\_\_ hereinafter "Purchaser", for the purpose of the selling timber of the Seller. The Seller sells and the Purchaser agrees to purchase, cut and remove **ONLY** those trees (timber) specifically described in this Contract or marked by the Seller for cutting on the "sale area", which is identified or described in maps or diagrams attached to and made part of this Contract.

THE PROVISIONS OF THIS CONTRACT and all authority for the use of the Seller's property for the cutting of timber (which includes felling, bucking, skidding, loading or hauling) are mutually agreed upon by the Seller and Purchaser and subject to the following terms and conditions:

#### Article 1. The Work.

1.1 Performance of The Work. The Purchaser shall, at its sole cost and expense, provide, perform and complete all of the following, all of which is herein referred to as the "Work":

1.1.1 Labor, Equipment, Materials, and Supplies. Provide, perform, and complete all necessary work, labor, services, transportation, equipment, material, apparatuses, machinery, tools, fuel, gas, electric, water, waste disposal, information, data and other means and items necessary to accomplish the project at the Work Site.

1.1.2 Permits. Except as otherwise provided, procure and furnish all permits, licenses, and other governmental approvals and authorization necessary in connection herewith.

1.1.3 Bonds and Insurance. Procure and furnish all bonds and all certificates and policies of insurance specified in this Contract.

1.1.4 Contract Performance. Cutting and removal of timber purchased under this Contract shall be conducted in conformance with this Contract and in a good and workmanlike manner with reasonable diligence to assure completion of all performance within the Contract period specified below .

1.2 Commencement. Cutting and removal of timber in conformance with this Contract may commence and continue only after the signing of this Contract by both parties and only after submission and maintenance of all bonds, certificates or statements required herein.

1.3 Contract Period. This Contract shall be in effect for the period as set forth below.

1.3.1 All work performed under this Contract shall be completed to the satisfaction of Seller between the signing of this Contract by both Parties and May 31, 2016, FOR TIME IS OF THE ESSENCE. Contract amendments or extensions may not be relied upon by the Purchaser for the purpose of completing performance under this Contract.

1.3.2 The Seller may temporarily suspend operations under this Contract due to excessive property damage, wet conditions or for any other reason upon notice to the Purchaser or other persons operating on the sale area under this Contract. A subsequent equitable adjustment of the Contract period may be made if deemed reasonable by the Seller.

1.3.3 Contract Extensions. If extensions in the time allowed for completion of the Work under this Contract are requested by the Purchaser and deemed reasonable by the Seller, the stumpage or mill scale price of the remaining timber agreed upon herein shall be adjusted as follows:

1.3.3.1 First extension: no increase.

1.3.3.2 Second extension: five percent (5%) increase.

1.3.3.3 Additional extensions: an additional ten percent (10%) for each extension.

1.4 Technical Ability to Perform. Purchaser represents and warrants that it is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.5 Financial Ability to Perform. Purchaser represents and warrants that it is financially solvent, and Purchaser has the financial resources necessary to provide, perform and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

1.6 Safety at Work Site. Purchaser shall be solely and completely responsible for providing and maintaining safe conditions at the Work Site, including the safety of all persons and property during performance of the Work. This requirement shall apply

continuously and shall not be limited to normal working hours. Purchaser shall take all safety precautions as shall be necessary to comply with all applicable laws and to prevent injury to persons and damage to property.

1.7 Termination. The Seller may terminate this Contract by oral or written notice to the Purchaser upon its breach as determined by the Seller or at other times by written notice when deemed necessary by the Seller. Upon such notice, the Purchaser shall cease all operations on and immediately leave the Seller's property, unless otherwise provided by the notice. Any oral notice shall be followed by a written copy, as time permits.

1.7.1 Termination or Suspension for Convenience. Seller shall have the right, for its convenience, to terminate or suspend the Work in whole or in part at any time by written notice to Purchaser. Every such notice shall state the extent and effective date of such termination or suspension. On such effective date, Purchaser shall, to the extent directed, stop work under this Contract. If performance under this provision is suspended but not terminated, such suspension notice shall provide when and under what conditions Purchaser may resume work.

## Article 2. Financial Assurances.

2.1 Performance Bond. The Purchaser agrees that the performance bond herein required may be retained by the Seller until all performance under this Contract has been completed to the Seller's satisfaction, and the Seller determines the performance has been so completed.

2.1.1 Contemporaneous with Purchaser's execution of the Contract, Purchaser shall provide a Performance Bond, in favor of the Seller, in cash or surety bond from a surety company licensed to do business in the State of Wisconsin. Such Bond shall be retained by the Seller to assure full and complete performance of the Contract by the Purchaser to the Seller's satisfaction.

2.1.2 Failure to provide the performance bond shall be considered a breach of Contract and subject the Purchaser to liability for damages.

2.1.3 Purchaser agrees that the bond shall be forfeited to the Seller as liquidated damages upon the Seller's determination that a condition or term of this Contract has been breached by the Purchaser, unless the Seller chooses and can reasonably determine the actual damages suffered as a result of said breach.

2.2 Damages. Damages assessed under this Contract are the responsibility of the Purchaser and may be deducted from the performance bond and/or otherwise collected by the Seller.

2.2.1 The Seller's damages upon the Purchaser's failure to perform this Contract

include, but are not limited to:

2.2.1.1 The Purchaser's bid value of timber not cut and removed under this Contract.

2.2.1.2 Double the mill value, as determined by the Seller, for timber cut, removed or damaged without authorization or in violation of this Contract.

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

2.2.1.4 All costs of resale of timber not cut and removed as required under this Contract.

2.2.2 If timber or other forest products not specifically described in this Contract or designated by the Seller for cutting are cut, damaged or removed by the Purchaser, the Seller may pursue any and all remedies available to Seller for the unlawful use of the Seller's property and the cutting, damage or removal of property without consent, whether criminal, civil or both.

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

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

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

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

2.3 Insurance. Contemporaneous with Purchaser's execution of this Contract, Purchaser shall provide certificates and policies of insurance evidencing the minimum insurance

coverage and limits set forth in this Contract. Such policies shall be in a form, and from companies, acceptable to Seller. Such insurance shall provide that no change, modification in, or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Seller or after completion of the work called for in this Contract.

2.3.1 Maintain workers compensation insurance as required by Wisconsin Statutes for all employees engaged in the Work.

2.3.2 Maintain general liability and sellers and purchasers protection in the following amounts. Sauk County shall be named as an additional insured.

2.3.2. General Liability:	\$1,000,000.00
2.3.2. Automobile: (Combined single	\$1,000,000.00
2.3.2. Excess Liability: (Umbrella)	\$5,000,000.00 (Each
3	occurrence and aggregate.)

2.4 Indemnification. Purchaser shall indemnify, hold harmless, and defend Seller against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Purchaser's performance of, or failure to perform, the Work or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Purchaser, except to the extent caused by the sole negligence of Seller.

### Article 3. Payment.

3.1 Payment Schedule. The Purchaser agrees to pay payments for timber removed under this Contract in the amount and in accordance with the payment schedule and its conditions which is attached to and made a part of this Contract. Payment shall be in a form acceptable to the Seller.

3.2 Volume. The volume of timber indicated in this Contract or other appraisal documents of the Seller are estimates. The Seller gives no warranty or guarantee respecting the quantity, quality or volume of marked or otherwise designated timber or forest products on the sale area. The volume and quantity of timber and forest products removed from the sale area will be determined under the "mill scale sale" system utilized by the State of Wisconsin, Department of Natural Resources.

3.3 Title to Timber. Title to timber cut under this Contract shall remain in the Seller until payment as required in this Contract is received by the Seller or written authorization to remove

the timber or forest products has been given by the Seller. The Seller shall bear the risk of loss or damage to the timber until payment or authorization, unless damage is caused by the Purchaser or the Purchaser's agents or employees.

3.4 Removal without Payment. Timber or other forest products may not be removed from the sale area until paid for as provided in this Contract or other guarantees for payment have been made with and to the satisfaction of the Seller. Upon removal of timber or other forest products in violation of this paragraph, the Purchaser agrees to pay as liquidated damages double the mill value of the timber so removed, and in addition Seller may choose to pursue all remedies provided for in this Contract and/or at law.

#### Article 4. Sale Area and Site Specifications.

4.1 The main objective of this harvest is a selective thinning. All stumps shall be treated to slow or prevent the further spread of the fungus *Heterobasidion annosum* which has been identified in this plantation, in accordance with WDNR guidelines. Specific instruction regarding procedures for harvesting the appropriately marked trees is given in the attachment labeled, "SAUK COUNTY FOREST - PINE SALE – 2015" Adherence to the guidelines is essential.

4.2 Location. The timber to be removed under this Contract is from the Sauk County Forest, located in the Town of Spring Green, Sauk County, Wisconsin, as shown on the attached map. The sale area comprises approximately one hundred seventy nine acres, with the removal of trees as marked.

4.3 Type. The types and volume of timber is estimated at 1800 cords of Red Pine and 513 cords of White Pine.

4.4 Forest Fire Prevention. Purchaser agrees to take reasonable precautions to prevent the starting and spreading of fires. Those precautions include, but are not limited to:

4.4.1 A minimum of one fully charged five pound or larger ABC fire extinguisher with a flexible spout shall be carried on each off-road logging vehicle.

4.4.2 All chain saws and all non-turbocharged off-road logging equipment used in the operation shall be equipped with spark arrestors which have been approved by the U.S. Forest Service. Such arrestors may not be altered in any manner or removed and shall be properly maintained.

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

4.4.4 The Purchaser shall comply with requests regarding forest fire prevention and suppression made by the Seller and take all reasonable precautions to prevent, suppress

and report forest fires. Those requests may include ceasing or modifying operations.

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

4.5 Clean Up and Use of Sale Area.

4.5.1 Purchaser shall remove, to the satisfaction of the Seller, all equipment, tools, solid waste, oil filters, grease cartridges, trash and debris remaining on the sale area or Seller's property upon completion of performance under this Contract, termination of this Contract due to breach by the Purchaser, or when requested by the Seller.

4.5.2 No residence, dwelling, permanent structure, or improvement may be established or constructed on the sale area or other property of the Seller

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

4.6 Waste. Purchaser agrees to complete all operations and performance as described in this Contract without waste or nuisance on the sale area or any other property of the Seller and use all reasonable care not to damage trees not designated or marked for cutting. Young growth bent or held down by felled trees shall be promptly released.

4.7 Slash. Slash, as defined in Wis. Stat. § 26.12(7), shall be disposed of as follows:

4.7.1 Slash falling in any lake or stream, in a right-of-way or on land of an adjoining landowner shall be immediately removed from the waters, right-of-way or adjoining land. Tops from felled trees may not be left hanging in standing trees. All trees shall be completely felled and not left leaning or hanging in other trees.

4.7.2 Slash shall be dispersed about the sale area at the completion of the operation, so as not to leave debris piles or excessive accumulations of material in any one spot, to the satisfaction of Seller.

4.8 Roads, Landings, Mill Sites and Campsites.

4.8.1 A temporary landing site may be constructed during the removal operations. All logging debris accumulated at the landing area, including bark, tops and slash, shall be scattered within the sale area to the satisfaction of the Seller. At the completion of the operation, the site shall be restored to the satisfaction of the Seller.

4.8.2 No campsites or mill sites may be constructed at the sale area site.

4.8.3 No permanent roads may be constructed at the sale area site. Temporary logging roads may be constructed and utilized by the Purchaser, with the advance approval of the Seller. Any road constructed will be closed at the completion of operations, and restoration shall be made to the satisfaction of the Seller.

4.8.3.1 Any logging road that intersects town, county or state roads must have the intersections approved by the proper authorities prior to construction and cleared of all unsightly debris at the time of construction. The Purchaser agrees to apply for and obtain all necessary approvals, and also agrees to comply with all terms and conditions of the intersection approvals.

4.9 Survey Monuments. The Purchaser agrees to comply with Wis. Stat. § 59.74, regarding perpetuation of landmarks and pay for the cost of repair or replacement of property or land survey monuments or accessories which are removed, destroyed or made inaccessible.

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

4.11 Independent Access. The Purchaser has no access or privilege to go upon the Seller's property other than to comply with and perform this Contract, and may not authorize access or use to others except for the sole purpose of performing this Contract.



Article 5. Legal Relationships and Requirements.

5.1 Binding Effect. This Contract shall be binding upon Seller and Purchaser and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns. Every reference in this Contract to a party shall also be deemed to be a reference to the authorized officers, employees, agents, and representatives of such party.

5.2 Relationship of the Parties. Purchaser shall act as an independent contractor in performing the Work. Nothing in, or done pursuant to, this Contract shall be construed to create the relationship of principal and agent, partners, or joint ventures between Seller and Purchaser.

5.3 Assignment. Purchaser shall not (1) assign this Contract in whole or in part, (2) assign any of Purchaser's rights or obligations under this Contract, or (3) assign any payment or Contract oversight rights, duties or requirements under this Contract.

5.4 Notices. All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States Postal Service, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

5.4.1 Notices and communications to Seller shall be addressed to, and delivered at, the following address:

Steve Koenig, Director  
Sauk County Parks Dept.  
57995 White Mound Drive  
Hillpoint, Wisconsin 53937  
(608) 355-4800

5.4.2 Notices and communications to Purchaser shall be addressed to, and delivered at, the following address:

\_\_\_\_\_(Name of Successful Bidder)  
\_\_\_\_\_(Address of Successful Bidder)  
\_\_\_\_\_  
\_\_\_\_\_(Phone Number of Point of Contact)

5.4.3 By notice complying with the requirements of this section, Seller and Purchaser each shall have the right to change the address or addressee or both for all future notice to it, but no notice of a change of address shall be effective until actually received.

5.5 Governing Laws. This Contract and the rights of Seller and Purchaser under this

Contract shall be interpreted according to the laws of the State of Wisconsin. Original jurisdiction over any cause of action arising hereunder shall be in the Sauk County Circuit Court.

- 5.6 Changes in Laws. Unless otherwise explicitly provided in this Contract, any reference to laws shall include such laws as they may be amended or modified from time to time.
- 5.7 Time. The Contract time is of the essence of this Contract. Except where otherwise state, references in this Contract to days shall be construed to refer to calendar days.
- 5.8 Entire Agreement. This Contract sets forth the entire agreement of Seller and Purchaser and there are no other understandings or agreements, oral or written, between Seller and Purchaser With respect to the Work other than contained herein. Any previous communications or agreements are hereby superseded.
- 5.9 Amendments. No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Seller and Purchaser.
- 5.10 Attachments. Any and all attachments to this Contract shall be made a part of this Contract and be fully complied with, including and not limited to:
  - 5.10.1 Maps and diagrams.
  - 5.10.2 Payment Schedules and Conditions of Payment.

IN WITNESS WHEREOF, Seller and Purchaser have caused this Contract to be executed in two original counterparts as of the dates entered below.

FOR THE COUNTY OF SAUK:

FOR THE PURCHASER

\_\_\_\_\_  
TIM MEISTER, Chairperson, Highway and  
Parks Committee

\_\_\_\_\_  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

This Contract was modified for use by Sauk County from the Timber Sale Contract, Form 2400-5, of the State of Wisconsin, Department of Natural Resources. It is the intent of Sauk County that the industry standards for the sale of timber from public lands, as established by the Department of Natural Resources, apply to this Contract.

PART FIVE  
ADDENDUM

1. Attachments - Maps.
  - 1.1 General overview.
  - 1.2 View of sale area site.
  - 1.3 Narrative and harvesting instructions.
2. Attachment - Forms.
  - 2.1 Sauk County Payment Schedule Form.
  - 2.2 Timber Sale Bid Sheet.