WASHBURN COUNTY TIMBER SALE PROSPECTUS - NOTICE OF SEALED BIDS

Sealed bids will be received by the Washburn County Forestry Committee for the enclosed tracts of timber. **Bids will be received until 8:30 a.m., November 18, 2026.** Bids will be opened and reviewed shortly after the start of the 8:30 a.m.. meeting. The bid opening will be held at the **Washburn County Forestry Office** at 1760 Roundhouse Road, Spooner, WI.

Washburn County Forestry forest products and timber sales contained herein are certified as sustainable under 3rd party certification systems. Forest products are considered 100% certified. Seller's forest certification information and chain of custody can be found at: https://dnr.wisconsin.gov/topic/timbersales/certification

Whole tree harvest bidders please make note of requirements listed in section V-9 and V-10.

Washburn County pulpwood products are sold on a per ton basis. Please review and submit bids accordingly.

Sales will be offered with three year contracts, as indicated on the individual prospectus sheets.

All requirements listed in this prospectus are considered made part of the timber sale contract.

I. BIDDING:

1. Sealed bids are to be marked with the bidder's name and the tract number on the envelope.
2. Bids must be placed separately for each tract.
3. Bid forms must be filled out in their entirety
4. Bids must be made per ton or per thousand board feet as indicated on the sale prospectus. Pulpwood categories containing mixed species are all assigned a pro-rated conversion rate, on the individual tract listing, that will be used to convert to tons in cases where mill scale is done on a volume basis.
5. Bids must be accompanied by a security bond, irrevocable letter of credit, certified check, cashier's check, cash, or business check equal to 10% of the total bid value of the sale. All checks are to be made payable to Washburn County. Bidders placing blanket performance deposits are exempt from the 10% bid deposit.
6. Bids may be withdrawn at any time before the first bid is opened for a specific tract. Once bids are opened, bidders may not withdraw a bid from that specific tract.
7. Bids must be made on a per unit basis in accordance with the estimates listed on the prospectus worksheet. Bids must meet or exceed the total minimum advertised value. Species with stumpage bid rates of less than $1.00/unit will void the bid.
8. **Bids will not be accepted from contractors holding timber sale contracts that are one year, or more, beyond the original contract expiration date. Contractors may request a waiver from the County Forest Administrator under extenuating circumstances.**

II. PERFORMANCE DEPOSITS:

1. The 10% bid deposit of the successful bidders will be retained as a performance deposit. These monies will be held separately from stumpage payments and may be retained if damages to the County Forest occur or if the contract is not completed. The 10% bid deposit of unsuccessful bidders will be returned to the bidder.
2. The performance deposit may be replaced by an irrevocable letter of credit or performance bond. Letters of credit or performance bonds must be received within ten working days of the bid opening or the 10% check or cash will be applied as the performance deposit. ***The expiration date of all letters of credit must extend at least 30 days after the contract expiration date. This clause does not apply to contractors who have submitted "blanket' performance deposits.***
3. Effective February 17, 2010, contractors with multiple timber sale contracts are eligible to place "blanket" performance bonds, deposits or letters of credit that cover all bidding and timber sale activity on the Washburn County Forest. Please contact the Forestry Department for details.

III. CONTRACTS & EXTENSIONS:

1. Contracts must be signed and returned to the Forest Administrator within 30 days of the bid letting. The 10% performance deposit may be held by the County if a contract is not signed within this time period.
2. All contracts will be issued for a period of two or three years, unless otherwise noted.
3. All sales may be granted one-year extensions at the rate of at least a 10% stumpage increase. Each successive one year extension will require an additional 10% increase in stumpage or an increase in rate to meet current D.N.R. factored appraisal rates, whichever is greater, on all timber removed after the prior contract expiration date.
4. All contracts will be terminated four years from the date of issue. The Forestry Committee reserves the right to make exceptions to this contract should extraordinary circumstances occur.
5. Contractors who do not complete sales prior to the last extension will not be allowed to purchase new timber sales for a period of at least two years from the expiration date of the breached contract.
6. If a sale on its final extension is extended due to extraordinary circumstances, new purchases will not be allowed until the sale is completed.
7. It is understood that **all contracts** are expected to be completed during the initial contract.

8. *Please note that requests for extensions must be submitted prior to the expiration date of the contract. Performance bonds may be retained if requests are not submitted by the expiration date.*
9. Removal of wood from the sale area without being scaled by County Forest personnel or without correct use of the County lock box system is deemed as harvested without the owner's consent or permission and subjects the Purchaser to civil and/or criminal penalties provided for under sections 26.03, 26.06, and 943.20 of Wis. Statutes. Such unauthorized removal of forest products shall cause cancellation of this contract and forfeiture of the performance bond or deposit and all monies paid to the County.
10. Purchasers are responsible for ensuring that sale operators are compliant with the Wisconsin SFI training Standard as adopted by the Wisconsin SFI Implementation Committee. The Forest Industry Safety & Training Alliance (FISTA) provides the criteria for the training standard. The purchaser must provide documentation to Washburn County that training standards have been met, prior to starting the timber sale.
11. It is the Purchaser's responsibility to comply with, and assure compliance by all employees or subcontractors with, all Occupational Safety and Health Act (OSHA) requirements for the health and safety of the Purchaser's employees.

IV. PURCHASER REQUIREMENTS

1. The purchaser / contract holder is required to have Worker's Compensation Insurance and provide a certificate of coverage to the County before any harvesting operations are conducted. Coverage must be maintained during all aspects of sale operation. Timber activity will be suspended at any time that a valid certificate is not on file with the County. Washburn County will not accept any certificates of waiver or other documentation of exemption from insurance requirements as a substitution for Worker's Compensation coverage.
2. The purchaser is required to ensure that on-site logging contractors comply with Wisconsin Sustainable Forestry Initiative® training standards. Proof of training must be submitted prior to the start of any harvesting operations. Washburn County requires training for the contractor and at least one woods operations foreman or supervisor that is on-site during harvesting operations.
3. Purchasers are required to notify the County at least 10 business days prior to starting any timber sale. On site pre-sale meetings may be required at the discretion of the County.

V. PAYMENTS:

1. A payment of 40% of the estimated sale value is required before any cutting begins. Alternate payment schedules may be implemented at the discretion of the Forest Administrator.
2. At or near the time that 40% of the estimated sale value is cut, a second 40% payment is due. At no time is any wood to be hauled in excess of the value of the advance stumpage paid.
3. The final 20% payment is due at or near the time that 80% of the estimated sale value is cut. The last payment may be adjusted by the Forest Administrator to account for the estimated remaining value.
4. Contractors holding Master Logger certificates may request to use 30 day payment terms on invoices from Washburn County instead of advance payment schedules. Non-Master Loggers are eligible for 30-day payment terms by issuing a letter of credit, in addition to the performance deposit, for a minimum of 40% of the timber sale value or a higher value as determined by the County. A higher value would be determined based on an estimate of monthly timber value removed.
5. Any special payment restrictions will be listed on the sale prospectus.

VI. STUMPAGE

1. Pulpwood stumpage will be paid for based on mill scale.
2. Contractor is required to deposit a scale ticket in the lock box placed on the sale. These tickets are provided by the County and will be filled out in their entirety. The Contractor is also required to deliver a mill ticket to the mill purchasing the forest product. This mill ticket will be returned to Washburn County along with a copy of the mill's scale slip. The Contractor is responsible for having these mill tickets and scale slips returned to Washburn County in a timely manner. County scale will be based on the mills scale slip. *Any violations of this clause may result in the assessment of double stumpage for those loads affected.*
3. Sawlog stumpage payments will be based on County scale. All 8' hardwood sawlogs 10 inches and larger; 10 and 12' 9 inches and larger; and all 14 and 16' 8 inches and larger on the small end; and softwood 9 inches on the small end designated on the prospectus and suitable for sawing will be scaled by Washburn County Forest representatives before shipping. The Contractor must place a ticket in the lock box for these loads. The County reserves the right to inspect any bolt piles before shipping.
4. All sawlogs to be scaled will be decked with small ends toward the road and separated by log length. Decks will not exceed six feet and height and will be accessible for inspection on both sides of the deck.
5. Sap peeled wood will be converted by adding 12.5%.
6. Machine peeled wood with ring type head will be converted by adding 16%.
7. Rosseter type head peeled wood will be converted by adding 25%.
8. Pulpwood sold by volume (stick scale) will be converted at the following rates:

Red pine = 2.25 tons/cord	Spruce = 2.00 tons/cord	Ash = 2.30 tons/cord
Jack pine = 2.125 tons/cord	Oak = 2.75 tons/cord	Red Maple = 2.275 tons/cord
Balsam = 2.125 tons/cord	Sugar Maple = 2.55 tons/cord	Aspen = 2.25 tons/cord
White pine = 2.10 tons/cord	White Birch = 2.40 tons/cord	Basswood = 1.925 tons/cord
Tamarack = 2.325 tons/cord		

**mixed hardwood weight conversion will be based on a pro-rate of estimated species percentages

9. Whole tree harvest bids will be adjusted by adding **22.5%** to the total sale value for cruised volumes to be whole tree harvested. Removed cord volumes will be determined by using the same weight conversion as typical roundwood. If for any reason the contract is not whole tree harvested, the Contractor will pay 22.5% more than the bid value per species that anticipated whole tree harvest (protects bid integrity).
10. **Tracts 5-26, 6-26, 7-26, 8-26, 9-26, 10-26, 17-26, 18-26, 19-26, 20-26, 21-26, 31-26, 16-25 and 37-24 are restricted from biomass harvesting**
11. **Tracts 8-26, 10-26, 31-26, 16-25 and 34-21 have oak wilt restrictions**

VII. UTILIZATION / MERCHANTABILITY:

1. Hardwood sawlogs are to be utilized to a ten-inch top. A sawlog is defined as ten inches and larger on the small end and suitable for sawing.
2. Softwood sawlogs are to be utilized to a nine-inch top. A sawlog is defined as nine inches and larger on the small end and suitable for sawing.
3. Red pine pulpwood merchantability is defined as all trees having at least 1 stick to a 4-inch top.
4. All other pulpwood merchantability is defined as all trees having at least 2 sticks to a 4-inch top.
5. Other merchantability standards may be listed on the sale map.
6. Stump height is not to exceed stump diameter and stump height shall not exceed 12 inches.

VIII. ACCESS & ROADS:

1. Any new road construction is limited to the proposed road layouts shown on the sale prospectus. All new construction must be approved by Washburn County representatives before construction. Washburn County must be notified at least 5 working days prior to road construction.
2. New roads or road renovations are restricted to 15 feet in width unless otherwise permitted by Washburn County.
3. Before closing sales, contractors will be responsible for replacing existing soil berms and other obstacles as approved by Washburn County Forest. Contractors are also responsible for reclaiming or berming new roads as designated on sale map.
4. Sales requiring berms shall have construction completed in the following manner: Double berm a minimum of three feet high, extending the entire width of the road, completely blocking the road.
5. Sales requiring reclamation of new roads shall have logging debris consisting of rocks, stumps, slash, and/or cull log barriers approximately 2 feet apart for a distance of 50 feet, completely blocking the road.
6. Purchaser is responsible for securing access across any lands not owned by the County prior to bidding. Bids pending access rights will not be accepted**.**
7. Navigable stream crossings must comply with all federal, state and local regulations. All necessary water crossing permits will be the responsibility of the County after written notice of need is provided by the purchaser.
8. No skidding, landing, or piling of wood products will take place on town, county, state roads, or County Forest roads, or on the cleared ROW of same, without written permission from the agency responsible for said road. Written permission must be on file in the Washburn County Forestry office.
9. Recreation trails, where identified as permitted for timber sale access, are to be kept free of logging debris at all times and must be restored to at least their existing condition, including replacing and restoring any and all signs lost or damaged. In addition, snowmobile trails must be maintained with snow cover and be kept free of all logging debris.
10. Wildlife openings may be used for landings provided that the topsoil is not disturbed and they remain free of all logging debris at the close of the sale. Other restrictions may be listed on the sale map.
11. Road damage to existing access (or county forest) road, due to logging, will require contractor repair.
12. Road approaches to surfaced roads or other government public roads are the responsibility of the contractor. Damage to these roads is the responsibility of the Contractor.

IX. SEASONAL RESTRICTIONS:

1. Sales listed as winter logging are limited to frozen ground operation between December 1 and March 15. Logging before or after these dates is allowed only with prior permission from the County Forest.
2. The County reserves the right to place additional seasonal restrictions on sales as necessary.
3. Sales with red oak may have restrictions that prohibit any harvesting activities between the dates of April 15 and July 15. Any oak wilt restrictions are identified on the timber sale prospectus sheet for that tract. Certain tracts may have adjustments to the restricted period depending on proximity of known oak wilt infections.

X. TOWNSHIP RESTRICTIONS:

1. TOWN OF CASEY has a resolution limiting hauling on town roads to frozen conditions only; however, waivers to this resolution have been granted by the township depending on circumstances and location.
2. TOWN OF GULL LAKE requests no wood hauling over Hay Creek in Section 15, except between Dec. 1st and March 15. Gull Lake Township requires a permit for all vehicles over 10 ton gross weight.
3. TOWN OF BIRCHWOOD has an ordinance prohibiting skidding and piling of wood products and residue on town roads and their ROW.
4. TOWM OF FROG CREEK prohibits decking wood or parking equipment in town road rights of way.
4. All road bans and weight restrictions are the responsibility of the Contractor.

XI. ENVIRONMENTAL DAMAGE:

1. Damages to County Forest property, timber, resources, or facilities are not permitted. The County reserves the right to stop operations if unreasonable, excessive, or avoidable damage occurs or will occur. The contractor will be held responsible to repair any or all damage. Rutting or residual timber damage will be assessed and penalized in accordance with Section 500.10 of the 2021-2035 Washburn County Forest Comprehensive Land Use Plan.
2. Washburn County may change, suspend or terminate any timber sale contract with no penalties to the County if errors in timber sale planning or design cause or may cause serious environmental damage or violate any county, state, or federal law or regulation.
3. Washburn County follows recommended Best Management Practices (BMPs) on all sales and requires compliance with BMP's by the Contractor.
4. The contractor is required to properly use and dispose of any petroleum products and machinery fluids, including but not limited to oil, hydraulic fluid, anti-freeze, and diesel fuel. Any on-site spillage must be properly removed and cleaned up by the contractor to the satisfaction of Washburn County.
5. Rutting or skidding in wet soils is not permitted.

XII. SPECIFICATIONS APPLYING TO ALL SALES:

1. **Hardwood sawlogs** will be utilized to a 10-inch top diameter, inside bark on 8-foot logs, 9-inch top diameter for 10 and 12-foot logs, and 8-inch top diameter for 14 and 16 foot logs. **Softwoods** to a 9-inch top diameter inside bark. Boltwood, when advertised, will be utilized to an 8-inch top diameter inside bark.
3. All **unmerchantable designated trees** must be severed and dropped.
4. All sale areas designated with **"aspen maintenance required"** will have all tree species 2 inch d.b.h. and larger severed, except for conifers, dead snags, cull oak trees greater than 10 inch dbh, contiguous blocks of swamp hardwoods, and reserve trees. These restrictions apply unless otherwise noted under "aspen maintenance" on the sale map.
6. **Survey monuments** must not be damaged. Any damage to these monuments will be the responsibility of the Contractor.
7. No **slash** is to be left in any non-forested **wetland, open water, stream, designated stream channel, ephemeral pond or vernal pool.**
8. No **slash or logging debris** is to be left across any blue line onto **private land.**
9. Sales requiring **jack pine scarification** cannot be started until the County completes scarification during a non-frozen condition. Harvest shall be completed within one year of scarification. Cone bearing slash shall be scattered (trees randomly felled or hand scattered) and lopped or crushed within 18" of the ground on scarified bare mineral soil. Bunching or grapple skidding not allowed until trees are lopped and topped.
10. Other scarification requirements may be listed on the sale map.
11. **Slash piles** from landing operations must be scattered over the site before sale completion.

Chapter 500 of the 2021-2035 Washburn County Forest Comprehensive Land Use Plan states policy on administration of timber sales. Further information may be obtained at the County forest office, attention Duran Bjorklund, Administrator, 1760 Roundhouse Road, Spooner, WI 54801. (715) 635-4490.