

**Board of Commissioners of Public Lands (BCPL)  
General Timber Sale Conditions**

- I. Contracts will be issued for an 18-month period.
- II. Cutting shall be completed during the contract period. Contract extensions will be granted only when the sale operator can show just cause for an extension. If just cause is shown, an extension, possibly subject to a 10% stumpage increase, may be granted for a one-year period.
- III. Logging debris must not be left on wood landing sites. Instead, it must be spread evenly over the cutting area concurrently with hauling.
- IV. Tree tops must be left on site as evenly lopped and scattered slash to protect reproduction from extreme weather and from excessive deer browse.

**Instructions for Bidding**

1. All bids **must** be submitted on a BCPL "Timber Sale Bid" form.
2. Check off the type of Sale Down Payment (deposit) as specified for each sale. This deposit can be in the form of a certified check, personal check, or letter of credit. **Do not send a 25% deposit with the bid form. A 25% deposit is only required from the highest (winning) bidder.**
3. List the Bid Price Per Volume Unit and extend to the Total Bid Value column. Add Total Bid Value column for a Total Bid Amount.
4. All bids for each species **must be greater than or equal to the minimum price** as listed in the enclosed "Timber Volume Estimates & Minimum Bid Values" section of the Cutting Requirements page. Any bid that is less than the minimum may be disqualified.
5. Check off the type of 10% performance bond to be used in the appropriate box on the bid form. After signing the contract and before the onset of logging, a performance bond must be forwarded to the BCPL District Office. **Do not send a 10% bond with the bid form. A 10% bond is only required from the highest (winning) bidder.**
6. Be sure to date, sign and include your address and phone number(s).
7. Bids must be submitted in sealed envelopes and marked "**Bid for BCPL Timber Sale #\_\_\_\_\_**" on the outside of envelope. Bids for more than one sale should be submitted in separate envelopes with the **sale number clearly marked** on the outside of each sealed envelope.
8. The BCPL reserves the right to reject any or all bids.

9. After award of the bid, a check, money order or letter of credit equal to 25% of the bid must be forwarded to the BCPL District Office before the timber sale contract will be finalized. The 25% deposit may be applied toward final stumpage payment if it is a check or money order. ***Do not send a 25% deposit with the bid form. A 25% deposit is only required from the highest (winning) bidder.***
10. The deposit or letter of credit submitted will be considered a bid bond. The successful bidder will forfeit the deposit if the bidder fails to sign the contract within 30 days of the bid opening date. If the successful bidder fails to sign the contract within 30 days of the bid opening date, the bidder will forfeit the contract and may be disqualified from bidding on future BCPL timber sales.
11. Upon completion of the sale, the performance bond may either be refunded or withheld in total or in part as liquidated damage according to the conditions of the sale. Performance bonds cannot be applied toward final stumpage payment.
12. The specific Price Bid Per Volume Unit must be itemized on the Timber Sale Bid form. Even “lump sum” bids should be itemized.
13. Persons wanting to bid on more than one sale must submit separate bids for each sale. **Each bid must be in a separate sealed envelope and marked with the sale number on the outside of the envelope.**
14. Additional information, special sale conditions, maps, sample contracts, and bid forms can be obtained from the BCPL Lake Tomahawk Office, 7271 Main St., P.O. Box 277, Lake Tomahawk, WI 54539, phone (715) 277-3366, fax (715) 277-3363: E-mail should be sent to: [john.schwarzmann@wisconsin.gov](mailto:john.schwarzmann@wisconsin.gov)
15. Bids will be opened publicly on the date and location specified.

### Utilization

1. All trees designated for cutting must be cut to a minimum top diameter of 4 inches for pulpwood, 9 inches for softwood sawlogs and 10 inches for hardwood sawlogs.
2. All logs with a small-end diameter of 9 inches in softwood and 10 inches in hardwood will be scaled as sawtimber if the sawlog scales out to 30 board feet or more and it does not contain more than 50% deductions for defects.
3. All timber marked or designated for cutting will be cut whether merchantable or not.
4. All salvageable wood bulldozed out during road construction must be utilized.
5. Unless otherwise prohibited in the Cutting Requirements, the Purchaser shall have the opportunity to cut and remove “boiler wood” described as any ironwood or red maple saplings between 1 inch and 4 inches in diameter. Boilerwood shall be piled

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separately from other cut products and be sold at a price of \$5 per cord. Wood in the boilerwood pile shall not exceed 4 inches in diameter.

6. 2) At the direction of the Seller, the utilization standard in pulpwood of a 4 inch top diameter may be altered to a 3 inch top diameter.

### **Scaling**

1. Loading unscaled wood onto trucks prior to scaling will not be allowed. All products will be scaled in the sale area unless other arrangements are made with the District Office Administrator.
2. All hardwoods, except aspen, will be scaled to a 10-inch top diameter as sawlogs. All white pine, red pine, and white spruce will be scaled to a 9-inch top diameter as sawlogs unless obviously unfit. Wood that is unfit for sawlogs will be scaled as pulpwood to a 4" minimum top diameter.
3. All pulpwood and sawtimber must be piled for scaling. Sawtimber piles can be no higher than 4 feet.
4. When peeled cordwood is scaled, 12.5% will be added to the volume to determine equivalent unpeeled volume.
5. All wood, irrespective of top diameter, harvested from the sale area must be accounted for and payment made.
6. For both pulpwood and sawtimber, all defective and rotten wood will be deducted from the gross scale to determine the net scale. For scaled timber sales, payments will be made on the net scale.

### **Roads and Camps**

1. Location of roads and camps must be approved by the BCPL. In addition, the BCPL will also determine if culverts must be installed when new roads are built or existing roads are reconstructed.
2. Road entrances must be cleaned of all roots, stumps, and downed trees at time of construction and kept neat and in good repair during the contract period.
3. No camps will be permitted on any of the lakes or rivers or within sight of any town, county, or state road in the sale areas, nor will construction of any roads or trails be permitted to any of the lakes or rivers in the sale areas.
4. Camps and sale roads will be kept neat, clean, and free of garbage, oil cans, plastic bottles, and miscellaneous trash throughout the contract period.
5. All camps will be of a temporary type only. No permanent residence of any kind will be permitted in timber sale areas.

6. All new roads leading off of federal, state, and county highways require written BCPL permission prior to construction.
7. Any new haul or skid road or other access road selected by the BCPL shall be tank trapped after the timber sale is completed.
8. Any new haul or skid road must be less than 15 feet in width. Re-grading of existing haul or skid roads shall be limited to 15 feet in width.

**Worker's Compensation Law Certificate**

A certificate of insurance showing proof of "Worker's Compensation Law" compliance is required to be on file with the BCPL prior to the beginning of any work in a contract area. This certificate must cover the entire contract period and all employees working on the sale area.

**Liability Insurance-**

The Contractor shall forward a certificate of liability insurance to the BCPL prior to the commencement of any logging operations. Liability insurance coverage must meet the following minimum dollar amounts for the type of insurance listed.

General Liability	Each Occurrence	1,000,000
	Damage to rented premises	100,000
	Med Exp (any one person)	5,000
	Personal & ADV Injury	1,000,000
	General Aggregate	2,000,000
	Products-Comp/OP AGG	2,000,000
Automobile Liability	Combined Single Unit	1,000,000
Workers Compensation And Employer's Liability	Each Accident	100,000
	Disease – EA Employee	100,000
	Disease – Policy Limit	500,000

**Hazardous Spill Prevention and Clean-up Certificate**

- 1) The successful bidder shall forward a copy of any training certificates associated with cleaning up any spills of any fuel, hydraulic fluid, chain saw oil or any other hazardous fluid.
- 2) The successful bidder shall provide documentation showing scheduled spill clean-up training if he/she has not currently received spill clean-up training.