

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5439**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on August 24, 2015. LOCATION: GWINN MGMT UNIT, 410 WEST M-35, GWINN, MI 49841.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, GWINN MANAGEMENT UNIT, for certain timber on the following described lands:

TECHNO BURMA (32-109-15-01) / T48N, R29W, SEC. 14, SWSW. T48N, R29W, SEC. 22, NENW,NE1/4.

Marquette County, Advertised Price \$42,000.15, 91.0 Acres

SALE NOTE: Wet ground conditions exist within areas of the sale, review spec. 5.2.22.2. Contact Plum Creek for permission to access the sale, see spec. 4.4.1. The Burma Truck Trail is a snowmobile trail, review spec. 5.2.41.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private land.

MOOSE COLLAR HARDWOOD (32-108-14-01) / T48N, R29W, SEC. 14, NW1/4. Marguette County, Advertised Price \$18,510.70, 29.0 Acres

SALE NOTE: Sale Note: Wet ground conditions exist within areas of the sale, review spec. 5.2.22.2. Contact Plum Creek for permission to access the sale, see spec. 4.4.1. The Burma Truck Trail is a snowmobile trail, review spec. 5.2.41. Also, review specification 5.2.3.3 regarding a bark slippage restriction from March 31 through July 20.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private or other public land.

#### BID INSTRUCTIONS (VER. 10/01/2014):

#### 1. Scheduled Bid Location, Date, and Time (2/11)

Bids must be received by the Unit Manager, GWINN OFFICE, 410 WEST M-35, GWINN, MI 49841, no later than 3:00 p.m. (local time) on August 24, 2015. For further information concerning this sale, contact Tom Seablom at 906-346-9201.

#### 2. Bidder's Qualifications (2/12)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, that contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

#### 3. Preparation of Sealed Bids (1/11)

Bids shall be manually signed in ink; bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding; and all fill-in blanks must be completed. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid.

#### 4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

#### 5. Public Opening of Sealed Bids (6/13)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes after being declared the successful bidder on one sale.

#### 6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

#### 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

#### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

#### 9. Timber Sale Contract (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber

sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

#### 11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

#### TECHNO BURMA (32-109-15-01)

T48N, R29W, SEC. 14; T48N, R29W, SEC. 22.

Marquette County (Advertised Price \$42,000.15)

SALE NOTE: Wet ground conditions exist within areas of the sale, review spec. 5.2.22.2. Contact Plum Creek for permission to access the sale, see spec. 4.4.1. The Burma Truck Trail is a snowmobile trail, review spec. 5.2.41.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Balsam Fir	208.00 Cords	\$	20.95 / Cord
Black Spruce	919.00 Cords	\$	23.65 / Cord
Mixed Aspen	153.00 Cords	\$	27.05 / Cord
Mixed Hardwood	184.00 Cords	\$	25.30 / Cord
Tamarack	158.00 Cords	\$	18.45 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,199.25:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Jack Pine	15.00 Cords	\$	30.95 / Cord
Paper Birch	70.00 Cords	\$	24.90 / Cord
W. Spruce	96.00 Cords	\$	20.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.06 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$2,900.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	45%
02	55%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 05/31/2019.

#### **Sale Specific Conditions & Requirements**

Sale Name: Techno Burma Sale Number: 32-109-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Green painted trees designating the Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1 & 2, cut all trees that are four (4) inches or more at DBH. EXCEPT, within Units 1 & 2 all spruce stems must be cut or laid flat on the ground due to forest health concerns (Dwarf Mistletoe). ALSO, within Units 1 & 2, DO NOT CUT: oak, hemlock, cedar, white pine, red pine and yellow birch.

#### 2.2 - Utilization

#### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1 & 2, all wood must be removed by whole tree, tree segment, or round wood.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 & 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be used to block roads once sale is finished.

#### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require stumps, rocks, tops and slash to be placed during the first 200' of the newly built road. These roads must be rendered impassable to trucks and ORV's. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted by the sale administrator. The restriction may occur during spring breakup or wet weather

conditions.

#### 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Contact Patrick Riley with Plum Creek @ 906-524-2040. Email: pat.riley@plumcreek.com

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.17 - Crane Mats/Timber Mats (10/14)

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$125.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

#### 5.2.22 - Operating Caution

#### 5.2.22.2 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1 & 2, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is due to wet (black spruce) areas within the sale area.

#### 5.2.31 - Landing locations (9/13)

Landing locations must be approved by the sale administrator prior to construction. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 150 feet of the Burma Road. Also, no equipment may be parked on the Burma Road and Clowry Grade at any time.

#### 5.2.41 - Snowmobile trail protection (9/11)

The Burma Road is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If the Burma road is used during the snowmobile season (December 1 to March 31) the producer must leave at least a 4" base of snow on the trail when plowing. NOTE: The Clowry Grade is an access point to this sale and is also a snowmobile trail. This spec also applies to the Clowry Grade.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.4.4 - Slope protection (5/15)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

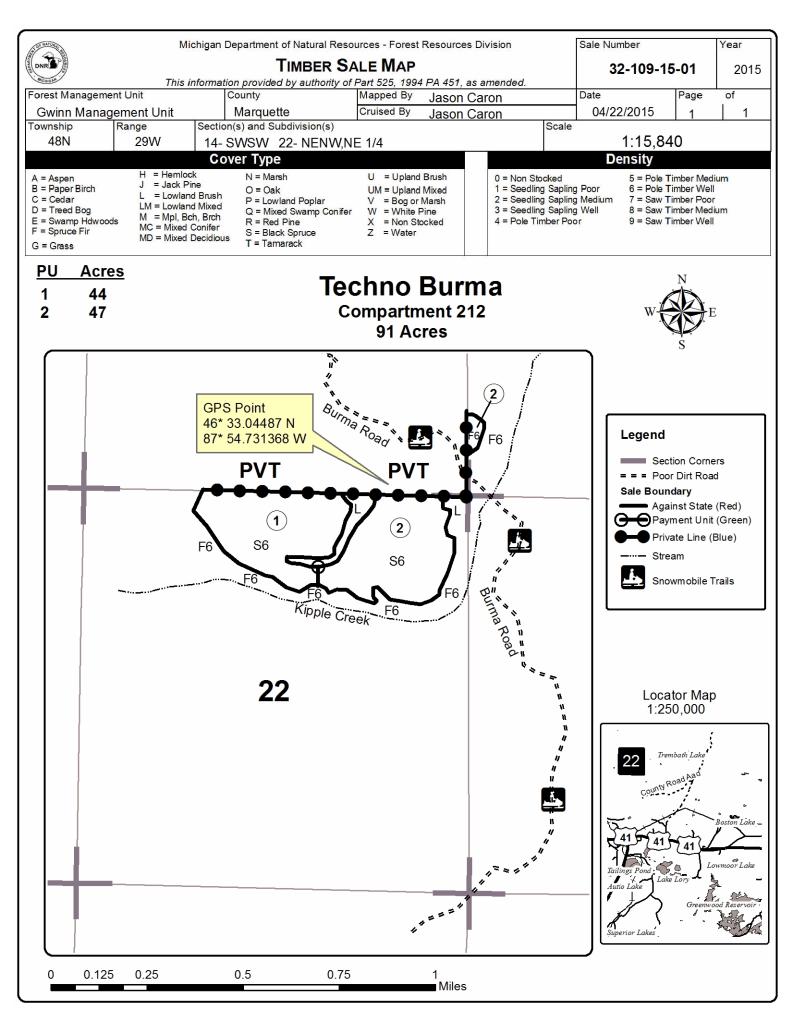
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the Burma Road and the Clowry Grade prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. Also, the producer must contact Dave Keto with Moose Country at 906-250-7114 to make sure yield signs are placed on the snowmobile trail in coordination with the Snowmobile Trail Signing Handbook.

Section Name: Sale Specific Current as of 7/21/2015 11:12:38AM



#### TIMBER SALE INFORMATION

#### MOOSE COLLAR HARDWOOD (32-108-14-01)

T48N, R29W, SEC. 14.

Marquette County (Advertised Price \$18,510.70)

SALE NOTE: Sale Note: Wet ground conditions exist within areas of the sale, review spec. 5.2.22.2. Contact Plum Creek for permission to access the sale, see spec. 4.4.1. The Burma Truck Trail is a snowmobile trail, review spec. 5.2.41. Also, review specification 5.2.3.3 regarding a bark slippage restriction from March 31 through July 20.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private or other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Sugar Maple	13.50 MBF	\$	677.00 / MBF
Pulpwood			
Mixed Hardwood	292.00 Cords	\$	23.95 / Cord
Mixed Softwood	70.00 Cords	\$	20.20 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$963.80:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE		
Sawlogs				
Red Maple	3.20 MBF	\$	244.00 / MBF	
Yellow Birch	0.60 MBF	\$	305.00 / MBF	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 21.12 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of **\$1,500.00** to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 11/30/2018.

#### **Sale Specific Conditions & Requirements**

Sale Name: Moose Collar Hardwood Sale Number: 32-108-14-01

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.1.11 - Description of timber note (2/04)

Note that mixed softwood includes 48 cords of balsam fir and 22 cords of white spruce.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible.

#### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted. This is to retain coarse woody debris for wildlife habitat.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable. No damage is acceptable to merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

#### 4.1.7 - Road closure (10/11)

All spurs built into the sale must be blocked to vehicle traffic upon completion of the sale. In general this will require stumps, brush, rocks, and tops to be placed along the entire length of the new road. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted within the sale area. The producer will be allowed to put spurs into the sale for landing areas. Contact the sale administrator for details of design and placement.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

#### 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Contact Pat Riley with Plum Creek at 906-524-2040. Email: pat.riley@plumcreek.com

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, unless changed by written agreement, cutting and skidding are not permitted during the period of March 31 to July 20 This restriction is because of bark slippage.

#### 5.2.17 - Crane Mats/Timber Mats (10/14)

Some skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$125 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is due to wet ground conditions

#### 5.2.31 - Landing locations (9/13)

Landing size and location must be approved by the sale administrator. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

#### 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

#### 5.2.41 - Snowmobile trail protection (9/11)

The road access into this sale is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. The road must be maintained and restored to a condition equal to or better than before the sale. If the trail road is to be used for hauling during the snowmobile season (December 1 to March 31), then a minimum 4" deep snow covered base must be left on the trail. No snow berms may be left on the trail. Hauling will be limited to Monday through Friday daylight hours only. No hauling or moving equipment on the trail after dark or on weekends or holidays. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail during the active snowmobile season (Dec. 1- March 31).

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on skid trails which is 8 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.4.5 - Soil caution (11/04)

Care must be taken when cutting and skidding in certain areas within the sale due to wet ground conditions. If wet areas exist during sale operation crane mats will be encouraged to minimize the soil disturbance in these areas. Contact the sale administrator for specifics.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

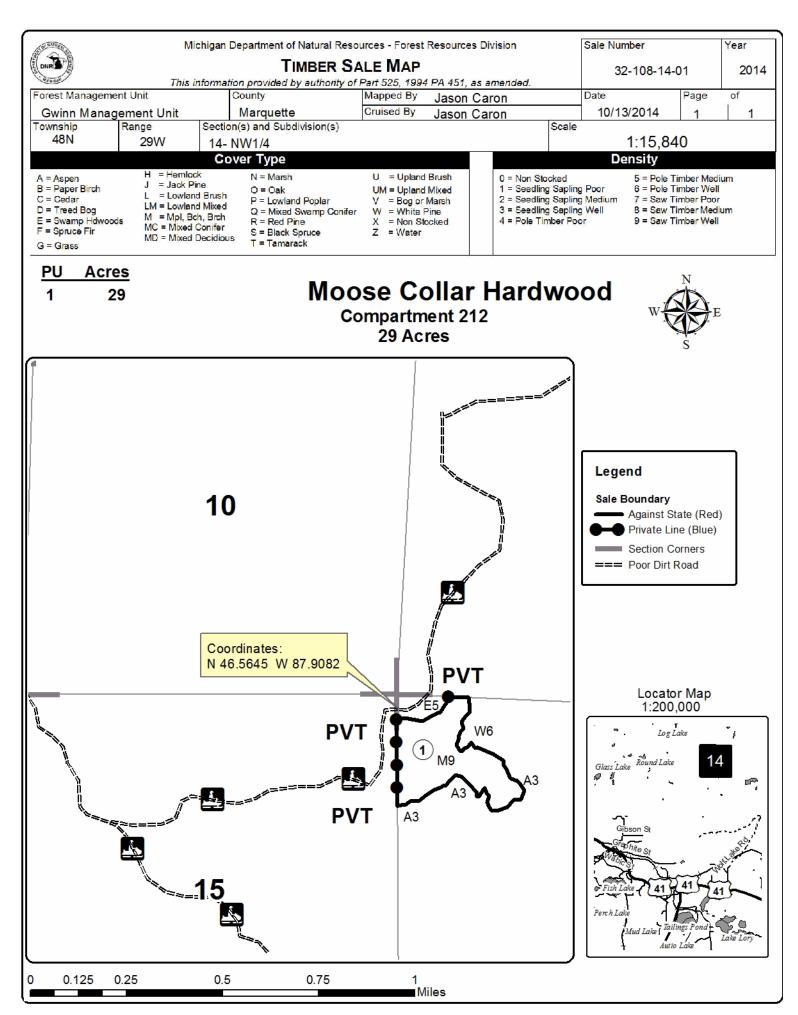
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on the main haul road prior to beginning operations. The road must be posted on both ends of the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 7/28/2015 4:06:59PM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

### TECHNO BURMA (32-109-15-01) T48N, R29W, SEC. 14; T48N, R29W, SEC. 22, Marquette County

In response to the notice of sale to be held 3:00 p.m. (local time) on August 24, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED	UNITS*	ADV	ERTISED PRICE	BID PI	RICE
Pulpwood						
Balsam Fir	208.00	Cords	\$	20.95 / Cord	\$	/ Cord
Black Spruce	919.00	Cords	\$	23.65 / Cord	\$	/ Cord
Mixed Aspen	153.00	Cords	\$	27.05 / Cord	\$	/ Cord
Mixed Hardwood	184.00	Cords	\$	25.30 / Cord	\$	/ Cord
Tamarack	158.00	Cords	\$	18.45 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,199.25:

<b>ESTIMATED UNITS*</b>	ADVERTISED PR	
15.00 Cords	\$	30.95 / Cord
70.00 Cords	\$	24.90 / Cord
96.00 Cords	\$	20.75 / Cord
	15.00 Cords 70.00 Cords	15.00 Cords \$ 70.00 Cords \$

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.06 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID: or SOCIAL SECURITY NUMBER:						
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FR	OM YOUR PROSPECTUS II	N THE ABOVE BOX.			
ndividual	ual or company representative's signature: Date:						
Phone nu	ımber :	Ema	il (optional):				



Title

Michigan Department of Natural Resources & Environment Forest Management Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

FOR DEPARTMENT USE ONLY	
Sale Number (XX – XXX – XX – XX)	
Forest Management Unit:	

•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
•	All Information must be typed or printed except for written signatures.
Ple	ease Check Appropriate Categories:
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

	<ul><li>A.  Sole Proprietorship (individual)</li></ul>					
	B. Partnership					
	C. Corporation					
2.	You must check one of the boxes b	pelow:				
	A. I certify that my business is a s Worker's Compensation Laws.	sole proprietorship and	it has no employees but the sole proprietor. I am not subject to the			
	Notice of Exclusion (BWC-337)	Rev. 5/96). I will prov	to the Worker's Compensation Act through the use of an approved vide a copy of the Notice of Exclusion within 21 days of the contract ase call the Worker's Compensation Bureau at 517-322-1195).			
	<ul> <li>C.    I certify that my business has a days of the contract award.</li> </ul>	Worker's Compensati	ion Policy. I will provide an original Certificate of Insurance within 21			
3.	. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").					
	Full-tin	ne Employees	Part-time Employees			
Vam	ne of Business		Federal ID (or) Social Security No.			
\dd	trace		Telephone			
Address			( )			
City		State	ZIP			
	ereby certify that the above informati cur in factors affecting my coverage o		ct. I agree to notify the Michigan DNRE of any changes that sent and future operations.			
-	Signature of Owner or Authorized Representative	re				

Date

#### **BID FORM**

#### MOOSE COLLAR HARDWOOD (32-108-14-01)

T48N, R29W, SEC. 14, Marquette County

In response to the notice of sale to be held 3:00 p.m. (local time) on August 24, 2015, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATE</b>	O UNITS*	AD\	VERTISED PRICE	BID PF	RICE
Sawlogs						
Sugar Maple	13.50	MBF	\$	677.00 / MBF	\$	/ MBF
Pulpwood						
Mixed Hardwood	292.00	Cords	\$	23.95 / Cord	\$	/ Cord
Mixed Softwood	70.00	Cords	\$	20.20 / Cord	\$	/ Cord
In addition, the successful hidder an	rees to nurchase	the following s	naciae at t	he indicated advertise	d price for a to	tal value of \$963

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$963.80 :

ESTIMATED UNITS*	AD'	ADVERTISED PRICE	
3.20 MBF	\$	244.00 / MBF	
0.60 MBF	\$	305.00 / MBF	
	3.20 MBF	3.20 MBF \$	

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOC	CIAL SECURITY NUMBER	:R:	
	Company or individu	dual bidding:			
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLAC	CE THE PERSONALIZED LA	BEL FROM YOUR PROSE	SPECTUS IN THE ABOVE BOX.	
Individua	l or company represe	entative's signature:		Date:	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 21.12 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources & Environment Forest Management Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

Signature of Owner or Authorized Representative

Title

# FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX) Forest Management Unit:

	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE					
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Please Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):     A.      Sole Proprietorship (individual)     B.      Partnership     C.      Corporation					
<ol> <li>You must check one of the boxes below:         <ul> <li>I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.</li> </ul> </li> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").</li> </ol>						
	Full-time Employees	Part-time Employees				
Nam	Name of Business Federal ID (or) Social	Security No.				
Add	Address Telephone ( )					
City	City State ZIP					
	I hereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.					

Date