## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## TIMBER SALE PROSPECTUS \#5548

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on April 18, 2016. 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:

PETERSON LAKE SBW (32-107-15-01) / T45N, R29W, SEC. 10, SESE,SWSW.
T45N, R29W, SEC. 11, S1/2SW,SWSE.
T45N, R29W, SEC. 14, N1/2NW,NWNE.
T45N, R29W, SEC. 15, NE 1/4,NW1/4 16-E1/2NE.
Marquette County, Advertised Price \$108,993.20, 125.0 Acres,
SALE NOTE: Review spec. 4.1.8 regarding road work on the sale. Review spec. 7.5.1 regarding deteriorating timber (spruce budworm). Review spec's 5.2.3.2 \& 5.2.3.3 regarding operating restrictions.

LONG LAKE SHORES (32-111-15-01) / T45N, R29W, SEC. 04, NESE, SENE.
T46N, R29W, SEC. 26, NENW, SENW, SWNE.
T46N, R29W, SEC. 35, SW, SWSW OF SEC 36.
Marquette County, Advertised Price \$60,354.30, 106.0 Acres,
SALE NOTE: This sale has received damage from spruce budworm and blowdown. Unit 6 volumes have been estimated due to blowdown damage. Private property access into unit 6 is the responsibility of the producer. Unit 3 may need crane mats for access across a wet area.

Access may be through private or other public land.

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 April 18, 2016. 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.

DR. WILLIAM MORITZ<br>Director

PETERSON LAKE SBW (32-107-15-01)
T45N, R29W, SEC. 10; T45N, R29W, SEC. 11; T45N, R29W, SEC. 14; T45N, R29W, SEC. 15.
Marquette County (Advertised Price $\$ 108,993.20$ )
SALE NOTE: Review spec. 4.1.8 regarding road work on the sale. Review spec. 7.5.1 regarding deteriorating timber (spruce budworm). Review spec's 5.2.3.2 \& 5.2.3.3 regarding operating restrictions.

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 | ESTIMATED UNITS* |  | ADVERTISED PRICE |  |
| :---: | :---: | :---: | :---: | :---: |
| Sawlogs |  |  |  |  |
| Red Pine | 40.80 | MBF | \$ | 146.00 / MBF |
| Pulpwood |  |  |  |  |
| Balsam Fir | 637.00 | Cords | \$ | 37.55 / Cord |
| Mixed Aspen | 1,190.00 | Cords | \$ | 38.00 / Cord |
| Mixed Hardwood | 135.00 | Cords | \$ | 43.25 / Cord |
| Paper Birch | 105.00 | Cords | \$ | 54.15 / Cord |
| Red Oak | 158.00 | Cords | \$ | 41.50 / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of $\$ 15,815.55$ :

PRODUCTS \& SPECIES
Sawlogs
Red Oak

Pulpwood
Black Spruce
Jack Pine
Red Pine
Tamarack
W. Spruce

ESTIMATED UNITS*

| 17.00 | MBF | $\$$ | $302.00 /$ MBF |
| :--- | :--- | :--- | :--- |
|  |  |  |  |
| 96.00 | Cords | $\$$ | $34.25 /$ Cord |
| 21.00 | Cords | $\$$ | $47.15 /$ Cord |
| 53.00 | Cords | $\$$ | $62.95 /$ Cord |
| 39.00 | Cords | $\$$ | $25.55 /$ Cord |
| 68.00 | Cords | $\$$ | $30.45 /$ Cord |

* The total volume is statistically estimated within plus (+) or minus (-) 11.88 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 $\$ 6,000.00$ 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.
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: Peterson Lake Sbw Sale Number: 32-107-15-01

## 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 red, blue, and green paint. Exterior sale boundary lines against state are marked with red paint. Exterior lines against private property are marked with blue paint. Payment Unit boundaries are marked with green paint. The painted boundary line trees are not Included Timber and are to be protected. Green painted trees designating as a 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 two (2) inches or more at DBH, AND trees that are marked with orange paint. EXCEPT, DO NOT CUT oak, white pine, and cedar.
Within Units 3, 5, 6 cut all trees that are two (2) inches or more at DBH. EXCEPT, DO NOT CUT white pine, red pine, and oak.
Within Unit 4, cut all trees that are two (2) inches or more at DBH. EXCEPT, DO NOT CUT white pine, red pine, AND trees marked in yellow paint.
Within Unit 7, cut all trees that are two (2) inches or more at DBH, AND trees that are marked with orange paint. EXCEPT, DO NOT CUT white pine and oak.

## 2.2 - Utilization

2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit 4. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.
2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. Note: $1 / 3$ of the harvested tops must remain on sale and be spread out evenly. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

## 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 within all payment units.

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

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. Overgrown roads that are reopened shall be considered new roads. In general this will require berms, stumps, brush, tops, and rocks to be placed at specific locations of a new road, landing, or overgrown road. The over grown road that goes through units 5,6 , and 7 will need to be blocked according to this specification. Also, during road blocking the road between Units 6 \& 7 will need to be breached with a dozer to allow water flow. Contact the sale administrator for specific details of design and placement.
4.1.8 - Road work (1) (8/07)

The following road work is required: Approximately 50 cubic yards of pit run gravel must be placed and spread at designated locations on the two track that heads into Unit 4. Locations will be determined by the sale administrator. Pit run material may be obtained from a state pit on the Kate's grade. The purchaser must provide the pit run material if using the state gravel pit is not feasible. Producer must do the road work before wood has been hauled off of this road.
4.1.12 - No new roads (1/12)

No new roads will be permitted within Units 1, 2, and 3. A small spur road will be allowed within Unit 4.

## 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 spring breakup or wet weather conditions.

### 4.2.4 - Grading (12/14)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.
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.

## 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.

### 5.1.6 - Utility R.O.W. (1/15)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations. Note: A buried power line may exist along County road FNN or along the former powerline ROW within Units 1 $\& 2$.
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 5 feet back from the blue and red paint line.

### 5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of County Road FNN and all state forest roads.

### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

### 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

### 5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 4, 5, 6, and 7, unless changed by written agreement, cutting, skidding, and hauling are not permitted during spring breakup (county road weight restrictions). This restriction is due to wet ground within the units and on the forest roads.

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

Within Payment Unit(s) 4 , unless changed by written agreement, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

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

The overgrown road between units $5 \& 6$ contains a wet area. Crane mats may be needed depending on the weather. 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 $\$ 125.00$ UP will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

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

In general, landings are limited to a " T " turnaround which will accommodate a truck with a 50 foot trailer. Before landings are constructed they must be approved by the sale administrator.

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

No decking is allowed within 50 feet of County Road FNN.
5.2.38 - No decking against live trees ( $2 / 04$ )

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

## 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 and 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.

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

Wet soils exist along the edges of Units $5 \& 6$. Care must be taken when harvesting around the edges of these two units to
minimize soil disturbance.
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 County Road FNN prior to beginning operations. The road must be posted at appropriate distances from 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.

## 7 - Other Conditions

## 7.2 - Extensions

### 7.2.3 - Salvage extension (6/13)

This is a salvage sale with a short contract length. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the $5 \%$ extension fee will be waived. If this is an additional extension, the $10 \%$ fee will be reduced to $5 \%$. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition \& Requirement 7.2, extensions are at the sole discretion of the DNR.
7.3 - Contract Modifications

### 7.3.1 - Emerald Ash Borer

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.
7.5 - Loss
7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.


## TIMBER SALE INFORMATION

LONG LAKE SHORES (32-111-15-01)
T45N, R29W, SEC. 04; T46N, R29W, SEC. 26; T46N, R29W, SEC. 35.
Marquette County (Advertised Price \$60,354.30)
SALE NOTE: This sale has received damage from spruce budworm and blowdown. Unit 6 volumes have been estimated due to blowdown damage. Private property access into unit 6 is the responsibility of the producer. Unit 3 may need crane mats for access across a wet area.

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 | ESTIMATED UNITS* |  | ADVERTISED PRICE |  |
| :---: | :---: | :---: | :---: | :---: |
| Sawlogs |  |  |  |  |
| Red Pine | 21.40 | MBF | \$ | 124.00 / MBF |
| Pulpwood |  |  |  |  |
| Balsam Fir | 414.00 | Cords | \$ | 30.75 / Cord |
| Jack Pine | 135.00 | Cords | \$ | 46.40 / Cord |
| Mixed Aspen | 389.00 | Cords | \$ | 29.30 / Cord |
| Mixed Hardwood | 150.00 | Cords | \$ | 36.35 / Cord |
| Mixed Softwood | 155.00 | Cords | \$ | 28.40 / Cord |
| Paper Birch | 170.00 | Cords | \$ | 39.45 / Cord |
| Red Pine | 151.00 | Cords | \$ | 59.00 / Cord |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of $\$ 1,838.50$ :

PRODUCTS \& SPECIES
Pulpwood

| Red Oak | 37.00 | Cords | $\$$ | $39.70 /$ Cord |
| :--- | :--- | :--- | :--- | :--- |
| White Pine | 12.00 | Cords | $\$$ | $30.80 /$ Cord |

* The total volume is statistically estimated within plus (+) or minus (-) 10.20 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 $\$ 3,100.00$ 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.
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: Long Lake Shores Sale Number: 32-111-15-01

## 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 yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint.

## 2 - Timber Specifications

2.1-Included Timber
2.1.1 - Clearcut unit(s) with unmerchantable trees (6/14)

Within Payment Unit(s) 1a, 1b, 1c, 2, 4, 4a, and 5a, cut all trees that are two (2) inches or more at DBH, except within unit 1a DO NOT CUT white pine, red pine, oak, and cedar.
Within unit 1b, DO NOT CUT white pine, oak, cedar, and trees marked in green above and below stump height.
Within unit 1c, DO NOT CUT white pine, oak, cedar, big tooth aspen, and trees marked in green above and below stump height.
Within Unit 2, DO NOT CUT white pine, red pine over 20 inches at breast height or 23 inches at the stump (12 inches above ground level), paper birch, oak, and cedar.
Within Unit 4, DO NOT CUT red pine, white pine, oak, cedar, or trees marked in green above and below stump height. Within Unit 4a, DO NOT CUT white pine, red pine, oak, tamarack, and cedar.
Within Unit 5a, DO NOT CUT white pine, red pine, oak, and cedar.
2.1.2 - Clearcut unit(s) w/o unmerchantable trees $(8 / 11)$

Within Payment Unit(s) 5c and 6, cut all trees which meet minimum piece specifications in 2.2 Utilization, except DO NOT CUT white pine, red pine, oak, and cedar. Also, within Unit 6 DO NOT CUT cherry.
2.1.3 - Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 3, red pine are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also cut all trees which meet minimum piece specifications in 2.2 Utilization, except DO NOT CUT white pine, paper birch, cedar, and oak.
2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 5b cut all trees that are two (2) inches or more at DBH, except trees marked with green paint above and below stump height.
2.1.9 - Harvest exception (12/08)

Do not cut any cedar trees other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar and to leave an intact stand upon sale completion. All cut cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for cedar shall be $\$ 55.00$ per cord for posts and pulpwood. This spec applies only to unit 3 in all other units cedar shall not be harvested.
2.1.11 - Description of timber note ( $2 / 04$ )

Note that Mixed softwood includes black and white spruce. Volumes within unit 6 are a rough estimate due to blow down condition of the Timber; Producer is encouraged to cruise sale area to get an estimation of the volume.

## 2.2 - Utilization

### 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 4 a and 5c shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

## 4 - Transportation

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, chipped, utilized or otherwise removed from the sale.
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. Cedar trees will be charged at price set in 2.1.9.
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. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.
4.2 - Maintenance

### 4.2.4 - Grading (12/14)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.
4.4-Access

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

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. This access is needed for unit 6 .

### 4.4.3 - Access gate ( $12 / 08$ )

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

## 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 to determine landing and road locations. 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.
5.1.6 - Utility R.O.W. (1/15)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

## 5.2 - Conduct of Operations

5.2.1 - Slash

### 5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.
5.2.1.8 - Slash height ( $12 / 08$ )

No slash or tree tops may exceed 24 inches in height.

### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) $2 \mathrm{a}, 4 \mathrm{a}$, and 6 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

### 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) 3 and 5b, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

### 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

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

It is recommended, but not required, that within Payment Unit(s) 3, 4, and 6, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet soil conditions.

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

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.

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

No decking is allowed within 50 feet of any county roads without permission of the county road commission.
5.2.38 - No decking against live trees (2/04)

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

## 5.8 - 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 County Road Ffg and County Road Ff prior to beginning operations. The road must be posted at appropriate distances from 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.

## 7 - Other Conditions

7.5 - Loss

### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm and wind throw. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

|  | Michigan Department of Natural Resources - Forest Resources Division <br> Timber Sale Map <br> is information provided by authority of Part 525, 1994 PA 451, as amended. |  |  |  |  | Sale Number $32-111$ |  | Year |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Forest Management Unit Gwinn |  | County | Mapped By Rick |  |  | Date | Page | of |
|  |  | Marquette | Cruised By Rick |  |  | 7/23/2015 | 1 | 3 |
| $\begin{gathered} \text { Township } \\ 46 \mathrm{~N} \end{gathered}$ | Range Section <br> 29 W SW1/4 | Section(s) and Subdivision(s) <br> SW1/4 of S35, SWSW of S36, NENW, SENW, SWNE of S26 |  |  | Scale | $1: 1$ |  |  |
| Cover Type |  |  |  | Density |  |  |  |  |
| $\begin{aligned} & \text { A }=\text { Aspen } \\ & \text { B }=\text { Paper Birch } \\ & \text { C }=\text { Cedar } \\ & \text { D }=\text { Treed Bog } \\ & E=\text { Swamp Hdwoods } \\ & \text { F }=\text { Spruce Fir } \\ & \text { G }=\text { Grass } \end{aligned}$ | H = Hemlock <br> $J=$ Jack Pine <br> L = Lowland Brush <br> LM = Lowland Mixed <br> $\mathrm{M}=\mathrm{Mpl}$, Bch, Brch <br> MC = Mixed Conifer <br> MD $=$ Mixed Decidious | $N=$ Marsh $U=$ Upland Brush <br> $O=$ Oak $U M=$ Upland Mixed <br> $P=$ Lowland Poplar $V=$ Bog or Marsh <br> $Q=$ Mixed Swamp Conifer $W$ White Pine <br> $R=$ Red Pine $X=$ Non Stocked <br> $S=$ Black Spruce $Z=$ Water <br> $T=$ Tamarack  |  | $0=$ Non Stocked $5=$ Pole Timber Medium <br> $1=$ Seedling Sapling Poor $6=$ Pole Timber Well <br> $2=$ Seedling Sapling Medium $7=$ Saw Timber Poor <br> 3 = Seedling Sapling Well $8=$ Saw Timber Medium <br> $4=$ Pole Timber Poor $9=$ Saw Timber Well |  |  |  |  |


| PU | Acres | PU | Acres | Long Lake Shores |
| :---: | :---: | :---: | :---: | :---: |
| 1 | 27 | 4 | 15 |  |
| 2 | 30 | 5 | 16 |  |





LONG LAKE SHORES (32-111-15-01)
T45N, R29W, SEC. 04; T46N, R29W, SEC. 26; T46N, R29W, SEC. 35; Marquette
In response to the notice of sale to be held 3:00 p.m. (local time) on April 18, 2016, 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 VOLUME* |  | ADVERTISED PRICE |  | BID PRICE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Sawlogs |  |  |  |  |  |
| Red Pine | 21.40 | MBF | \$ | 124.00/MBF | \$ |
| Pulpwood |  |  |  |  |  |
| Balsam Fir | 414.00 | Cords | \$ | 30.75/Cord | \$ |
| Jack Pine | 135.00 | Cords | \$ | 46.40/Cord | \$ |
| Mixed Aspen | 389.00 | Cords | \$ | 29.30/Cord | \$ |
| Mixed Hardwood | 150.00 | Cords | \$ | 36.35/Cord | \$ |
| Mixed Softwood | 155.00 | Cords | \$ | 28.40/Cord | \$ |
| Paper Birch | 170.00 | Cords | \$ | 39.45/Cord | \$ |
| Red Pine | 151.00 | Cords | \$ | 59.00/Cord |  |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of $\$ 1,838.50$ :

## PRODUCTS \& SPECIES

Pulpwood

| Red Oak | 37.00 | Cords | $\$$ |
| :--- | :--- | :--- | :--- |
| White Pine | 12.00 | Cords | $\$ 9.70 /$ Cord |
|  | $\$ 0.80 /$ Cord |  |  |

ESTIMATED VOLUME*
37.00 Cords
12.00 Cords

## ADVERTISED PRICE

\$ 39.70/Cord
30.80/Cord
*The volumes are statistically estimated within plus (+) or minus (-) 10.20 percent. These estimated volumes 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.


IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. Individual or company representative's signature: $\qquad$ Date: $\qquad$
Phone number: $\qquad$ Email (optional): $\qquad$

FOR DEPARTMENT USE ONLY

| Sale or Permit No |  |
| :--- | :--- |
| Year: | Type: |
| Forest Area: |  |

## 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 must check one of the boxes below):
A.Sole Proprietorship (individual)
B.Partnership
C.Corporation
2. You must check one of the boxes below:
A. $\square \quad$ 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.
B. $\square$ 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).
C. $\square \quad$ 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.
3. If you have checked item $2(A)$ or $2(B)$, you must indicate the number of both full and part time employees other than yourself including family members and active partners (if none, you must enter "0").
$\qquad$ Full Time Employees $\qquad$ Part Time Employees

| Name of Business |  | Federal ID (or) Social Security No. |  |
| :---: | :---: | :---: | :---: |
| Address |  | Telephone No. ( ) |  |
| City | State |  | Zip + 4 |

I hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.

## Signature of Owner or Authorized Representative

## Title

In response to the notice of sale to be held 3:00 p.m. (local time) on April 18, 2016, 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 VOLUME* |  | ADVERTISED PRICE |  | BID PRICE |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Sawlogs |  |  |  |  |  |
| Red Pine | 40.80 | MBF | \$ | 146.00/MBF | \$ |
| Pulpwood |  |  |  |  |  |
| Balsam Fir | 637.00 | Cords | \$ | 37.55/Cord | \$ |
| Mixed Aspen | 1,190.00 | Cords | \$ | 38.00/Cord | \$ |
| Mixed Hardwood | 135.00 | Cords | \$ | 43.25/Cord | \$ |
| Paper Birch | 105.00 | Cords | \$ | 54.15/Cord | \$ |
| Red Oak | 158.00 | Cords | \$ | 41.50/Cord | \$ |

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of $\$ 15,815.55$ :

PRODUCTS \& SPECIES
Sawlogs

## Red Oak

Pulpwood
Black Spruce
Jack Pine
Red Pine
Tamarack
W. Spruce

ESTIMATED VOLUME*
17.00 MBF
96.00 Cords
21.00 Cords
53.00 Cords
39.00 Cords
68.00 Cords

## ADVERTISED PRICE

\$ 302.00/MBF
\$ 34.25/Cord
\$ 47.15/Cord
\$ 62.95/Cord
\$ 25.55/Cord
\$ 30.45/Cord
*The volumes are statistically estimated within plus (+) or minus (-) 11.88 percent. These estimated volumes 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.


IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.
Individual or company representative's signature: $\qquad$ Date: $\qquad$
Phone number : $\qquad$ Email (optional): $\qquad$

FOR DEPARTMENT USE ONLY

| Sale or Permit No |  |
| :--- | :--- |
| Year: | Type: |
| Forest Area: |  |

## 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 must check one of the boxes below):
A.Sole Proprietorship (individual)
B.Partnership
C.Corporation
2. You must check one of the boxes below:
A. $\square \quad$ 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.
B. $\square$ 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).
C. $\square \quad$ 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.
3. If you have checked item $2(A)$ or $2(B)$, you must indicate the number of both full and part time employees other than yourself including family members and active partners (if none, you must enter "0").
$\qquad$ Full Time Employees $\qquad$ Part Time Employees

| Name of Business |  | Federal ID (or) Social Security No. |  |
| :---: | :---: | :---: | :---: |
| Address |  | Telephone No. ( ) |  |
| City | State |  | Zip + 4 |

I hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.

## Signature of Owner or Authorized Representative

## Title

