

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #5553**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 23, 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:

TECHNO BURMA (32-109-15) / T48N, R29W, SEC. 14, SWSW.

T48N, R29W, SEC. 22, NENW, NE1/4.

Marquette County, Advertised Price \$18,840.65, 91.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Winter sale due to wet ground conditions. Note: Sale consists of rugged/rocky ground. Contact Plum Creek for permission to access sale, see spec. 4.4.1. Burma Truck Trail is a snowmobile trail. Some restrictions apply, see spec. 5.2.41 for details.

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.

HUNKY DORY HARDWOOD (32-117-15) / T50N, R28W, SEC. 05, SW1/4.

T50N, R28W, SEC. 06, E1/2NW.

T50N, R28W, SEC. 08, NESE.

Marquette County, Advertised Price \$109,096.95, 122.0 Acres, Hardwood, Sugar Maple.

SALE NOTE: Review bark slippage specification 5.2.3.3. Review stream crossing specification 4.1.2. Review specification 4.4.1 regarding private property access. Review specification 4.2.1 regarding hauling/access restrictions.

Access may be through private land.

EAST WOLF MIX (32-105-14) / T48N, R28W, SEC. 02, SWSW.

T48N, R28W, SEC. 11, NWNW.

Marquette County, Advertised Price \$19,554.21, 28.0 Acres, Paper Birch, Spruce/Fir/Tamarack.

SALE NOTE: Note sale spec. 4.4.1 regarding access. Note operating restrictions on 5.2.3.1 and 5.2.3.3.

Access may be through private land.

## MOOSE COLLAR HARDWOOD (32-108-14) / T48N, R29W, SEC. 14, NW1/4.

Marquette County, Advertised Price \$8,330.06, 29.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Note the sale access is via the Burma Truck Trail which can be difficult to haul on during certain times of the year. Note spec 5.2.3.3 regarding bark slippage restrictions from March 31 through July 20. Burma Truck Trail is a snowmobile trail some restrictions do apply. See spec 5.2.41 for details.

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.

#### 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 May 23, 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 Director

## TIMBER SALE INFORMATION

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

T48N, R29W, SEC. 14; T48N, R29W, SEC. 22. Marquette County (Advertised Price \$18,840.65)

SALE NOTE: Winter sale due to wet ground conditions. Note: Sale consists of rugged/rocky ground. Contact Plum Creek for permission to access sale, see spec. 4.4.1. Burma Truck Trail is a snowmobile trail. Some restrictions apply, see spec. 5.2.41 for details.

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:

<b>ESTIMATE</b>	ED UNITS*	<u>ADVE</u>	RTISED PRICE
208.00	Cords	\$	9.40 / Cord
919.00	Cords	\$	10.60 / Cord
153.00	Cords	\$	12.15 / Cord
184.00	Cords	\$	11.35 / Cord
158.00	Cords	\$	8.30 / Cord
	208.00 919.00 153.00 184.00	919.00 Cords 153.00 Cords 184.00 Cords	208.00 Cords \$ 919.00 Cords \$ 153.00 Cords \$ 184.00 Cords \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,885.30:

ESTIMATED UNITS*	<u>AD\</u>	/ERTISED PRICE
15.00 Cords	\$	13.90 / Cord
70.00 Cords	\$	11.20 / Cord
96.00 Cords	\$	9.30 / 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.

## **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$1,000.00 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 11/30/2019.

#### Sale Specific Conditions & Requirements

Sale Name: TECHNO BURMA Sale Number: 32-109-15 Seq#: 3

#### 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.

## 7 - Other Conditions

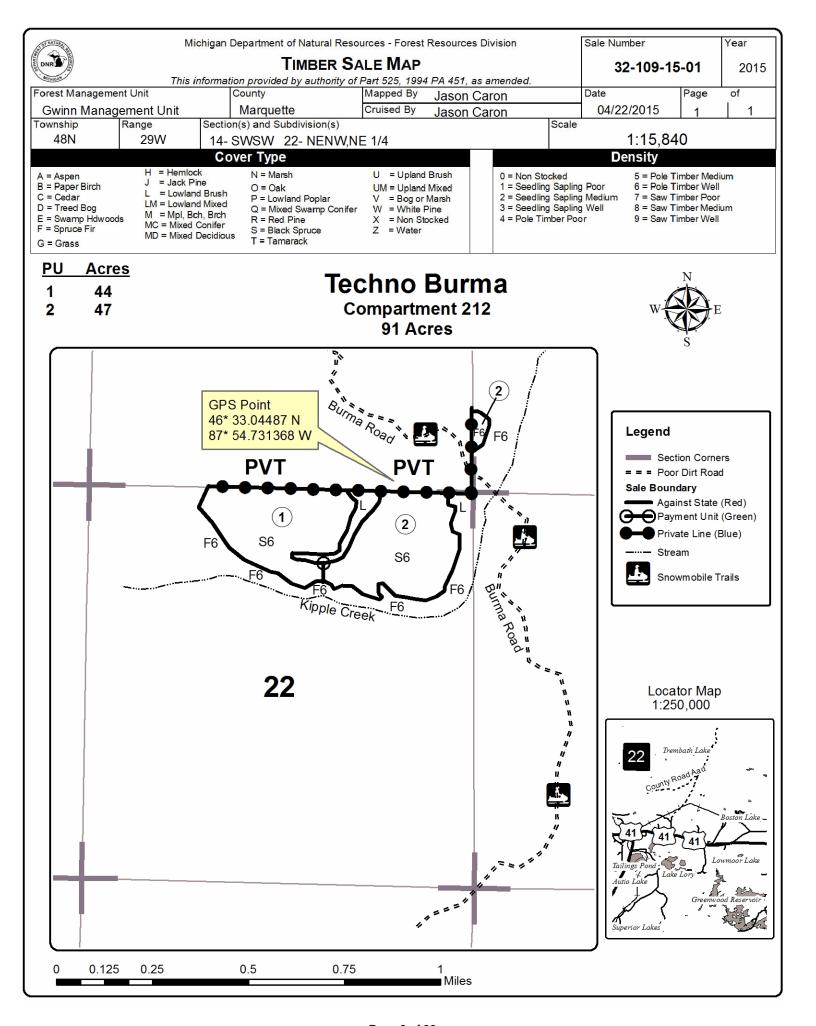
#### 7.3 - Contract Modifications

## 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.

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



## TIMBER SALE INFORMATION

#### HUNKY DORY HARDWOOD (32-117-15)

T50N, R28W, SEC. 05; T50N, R28W, SEC. 06; T50N, R28W, SEC. 08.

Marquette County (Advertised Price \$109,096.95)

SALE NOTE: Review bark slippage specification 5.2.3.3. Review stream crossing specification 4.1.2. Review specification 4.4.1 regarding private property access. Review specification 4.2.1 regarding hauling/access 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>	ADVERTISED PRICE
Sawtimber Sugar Maple	128.70 MBF	\$ 489.00 / MBF
Pulpwood		
Mixed Hardwood	1,367.00 Cords	\$ 29.95 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,221.00:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	<u>ED UNITS*</u>	<u>ADVI</u>	ERTISED PRICE
Sawtimber				
Basswood	0.40	MBF	\$	101.00 / MBF
Red Maple	24.30	MBF	\$	190.00 / MBF
Pulpwood				
Mixed Aspen	22.00	Cords	\$	24.10 / Cord
Mixed Softwood	2.00	Cords	\$	16.70 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 20.78 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 11/30/2019.

## Sale Specific Conditions & Requirements

Sale Name: HUNKY DORY HARDWOOD Sale Number: 32-117-15 Seg#: 1

#### 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. Payment Unit boundaries are marked with green paint. The green payment unit boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 6, 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 the mixed softwood volume includes balsam and 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 - 6, all wood must be removed by tree segment, or roundwood. No chipping is permitted.

#### 3 - Payments

## 3.3 - Pre-measured Sales

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

Payment Unit(s) 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.

#### 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. 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

## 4.1.2 - Stream crossings, specific (3/11)

Four stream crossings exist within units 1, 2, 3, & 4. Two of these crossings will require crane mats (8 - 10 mats total). The other two crossings will require a 40' portable bridge. A portable bridge may be provided by the DNR, if one is available. Contact sale administrator, Jason Caron for specific locations of these crossings. The installation of these crossings will be performed in accordance with the specifications on the DEQ permits.

#### 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. Overgrown roads that are reopened shall be considered new roads. In general, this will require stumps, tops, slash, and rocks to be placed in specified locations. Contact the sale administrator for specific details of design and placement.

#### 4.1.11 - Permits (2/12)

The DNR will secure any necessary stream crossing permits that may be required.

#### 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. ALSO, the producer MAY NOT use the two track that runs east from Unit 2 over to Unit 5. To access Unit 5 the producer will have to access it from Unit 1 or from private land to the east. This is due to a washed out culvert that exist between Units 2 & 5.

## 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. NOTE: If the sale is cut during snow free conditions the producer will be responsible for placing gravel along the stream crossing approaches to minimize soil disturbance. There are no state gravel pits within this area, the producer will be responsible for providing the gravel.

### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: All state forest roads must be maintained and graded. This includes grading, crowning, and filling holes, if necessary. Grading equipment can consist of either a road grader or bull dozer. Damages will be assessed if grading/repair does not occur.

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser. Contact Tim Schneider with JM Longyear @ 906-232-1305. An alternate route into Unit 4 exists through private land, contact DNR forester Jason Caron @ 906-485-1031 x307.

#### 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 red and blue paint line. Also, slash shall be evenly distributed throughout the sale area and not left in piles.

#### 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 - 6, 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.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

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

Some roads or skid trails will 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 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)

Landing locations must be approved by the sale administrator before construction. 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 the Northwestern Road.

#### 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.

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

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

Within Units 1 - 6, care must be taken to minimize soil damage due to wet areas that exist.

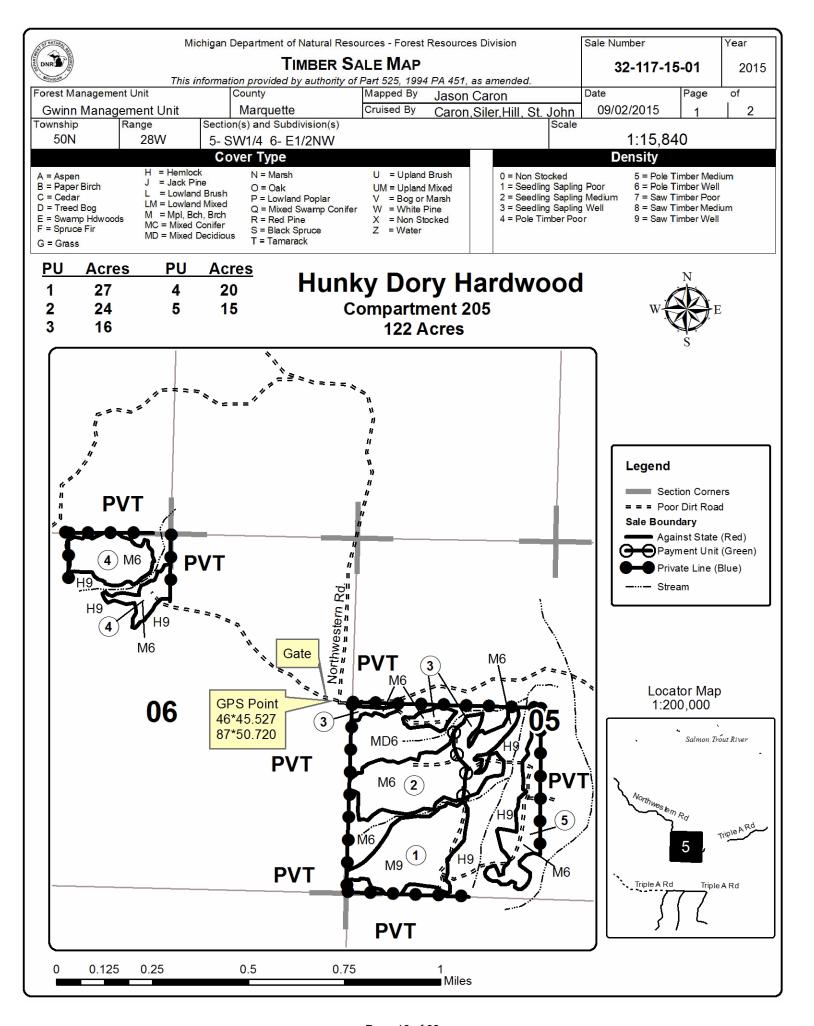
#### 6 - Safety and Fire Prevention

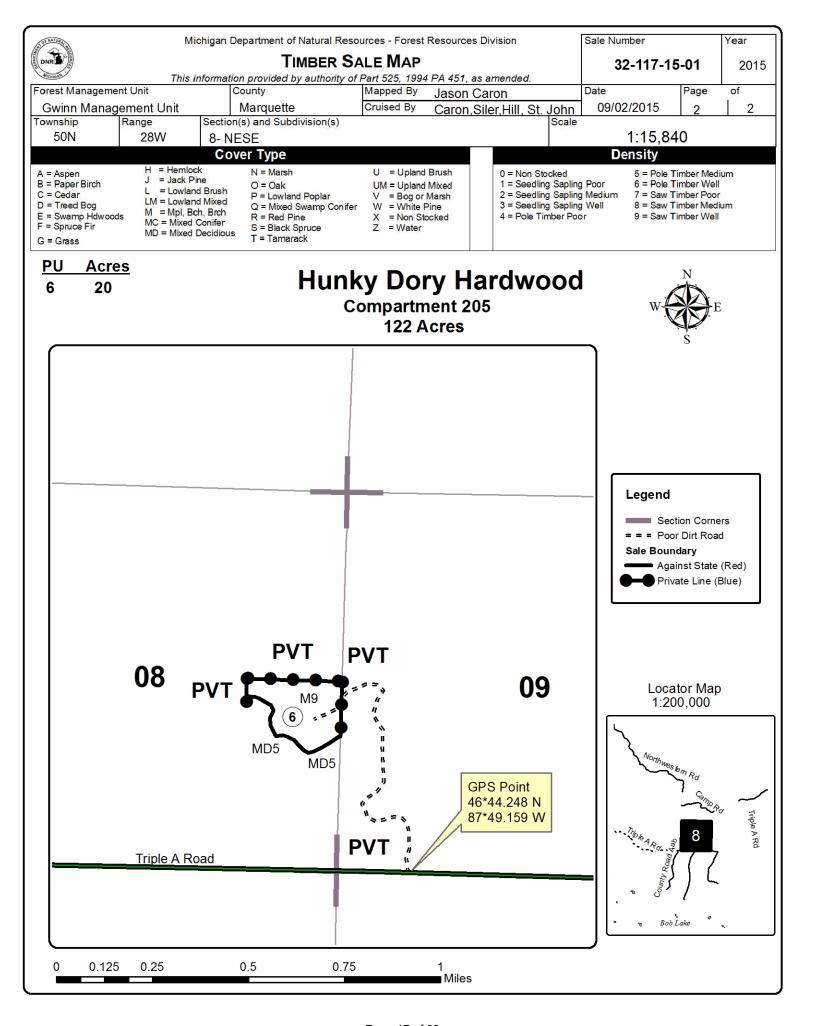
## 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on haul roads prior to beginning operations. The

road must be posted at appropriate distances from the sale area to removed when harvest operations are suspended or completed.	o warn of logging activity and truck traffic. Signs must be The Purchaser will provide these signs.
ion Name: Sale Specific	Current as of 10/28/2015 12:51:16PM





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## TIMBER SALE INFORMATION

#### EAST WOLF MIX (32-105-14)

T48N, R28W, SEC. 02; T48N, R28W, SEC. 11. Marquette County (Advertised Price \$19,554.21)

SALE NOTE: Note sale spec. 4.4.1 regarding access. Note operating restrictions on 5.2.3.1 and 5.2.3.3.

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>ESTIMATE</b>	ED UNITS*	AD\	VERTISED PRICE
Sawtimber Sugar Maple	4.30	MBF	\$	250.00 / MBF
Pulpwood	1.00	W.D.	Ψ	200.00 7 10.51
Black Spruce	613.00	Cords	\$	18.78 / Cord
Mixed Hardwood	185.00	Cords	\$	14.75 / Cord
Mixed Softwood	85.00	Cords	\$	11.48 / Cord
Paper Birch	214.00	Cords	\$	14.18 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$228.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>adve</u>	ERTISED PRICE
Pulpwood			
Mixed Aspen	20.00 Cords	\$	11.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.40 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 \$1,000.00 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 11/30/2019.

## Sale Specific Conditions & Requirements

Sale Name: EAST WOLF MIX Sale Number: 32-105-14 Seq#: 3

#### 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. Payment unit boundaries are marked with green paint. Note that green painted trees cannot be cut within this sale.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH Except DO NOT CUT cedar, hemlock, yellow birch, red pine, white pine, and any trees marked in yellow paint above and below stump height. NOTE: In Unit 2 ALL spruce stems must be cut or laid flat on the ground due to forest health concerns (Dwarf Mistletoe).

## 2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 UtilizationExcept DO NOT CUT cedar, hemlock, yellow birch, red pine, white pine, and any trees marked in yellow paint above and below stump height.

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

Note that mixed softwood includes balsam fir and white spruce. Note that mixed hardwood includes black cherry.

#### 2.2 - Utilization

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

Within Unit 1 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 & 2, no chipping is permitted due to wildlife habitat concerns.

## 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 the sale area, if more than 20% of the tree seedlings or saplings (1/4" to 4.5" DBH) within cedar pockets in unit 2 are damaged, liquidated damages will be assessed at 300 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% 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.

#### 4.1.6 - 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. All new roads built into the sale must be blocked. Overgrown roads that are reopened shall be considered new roads. In general this will require stumps, tops, rocks and brush must be placed along the entire length of new road. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 42 - 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.

#### 4.2.5 - 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. 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.

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

Plum Creek maintains an access gate just off of the Wolf Lake Road. The producer must contact a Plum Creek forester to obtain permission to open this gate.

#### 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 3 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 3 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.

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

To facilitate reforestation, the sale area 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

## 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 31. This restriction is due to wet ground conditions.

#### 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 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 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)

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.

#### 5.4 - 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 (2/04)

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

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

Care must be taken when cutting and skidding in certain areas within Units 1 & 2 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 at an appropriate distance 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

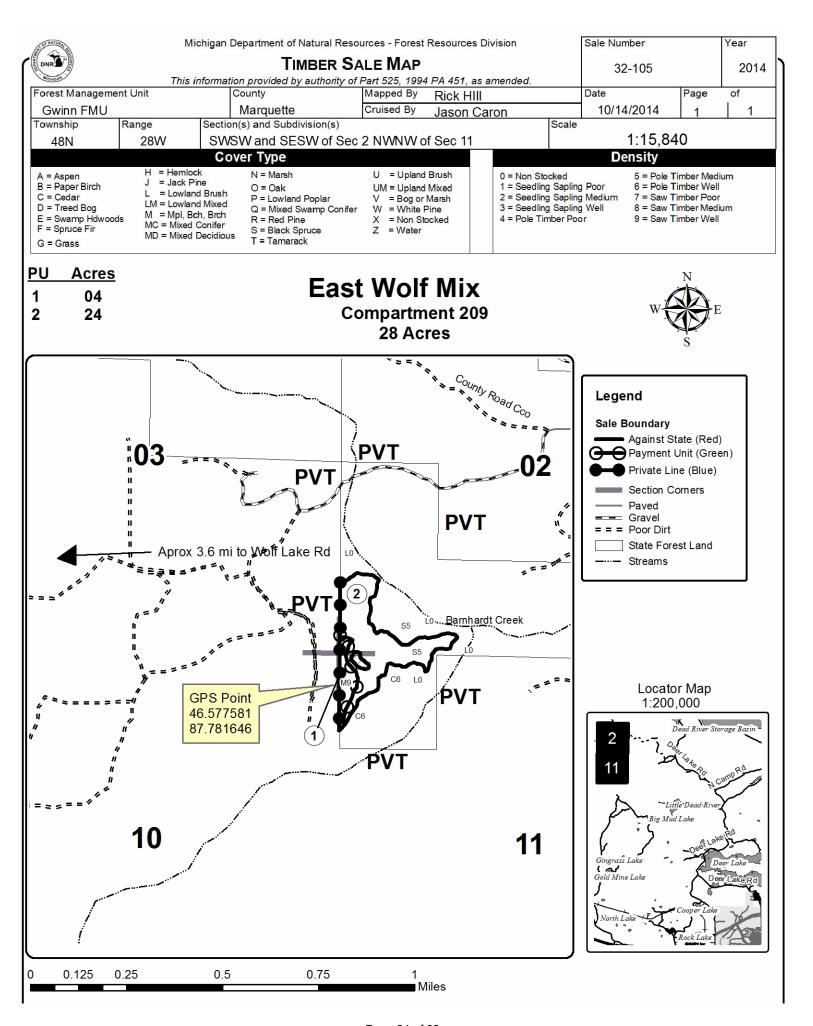
## 7.3 - Contract Modifications

#### 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.

Section Name: Sale Specific Current as of 2/3/2015 3:54:17PM



## TIMBER SALE INFORMATION

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

T48N, R29W, SEC, 14.

Marquette County (Advertised Price \$8,330.06)

SALE NOTE: Note the sale access is via the Burma Truck Trail which can be difficult to haul on during certain times of the year. Note spec 5.2.3.3 regarding bark slippage restrictions from March 31 through July 20. Burma Truck Trail is a snowmobile trail some restrictions do apply. See spec 5.2.41 for details.

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:

<u>ESTIMATE</u>	<u>D UNITS*</u>	<u>ADVE</u>	ERTISED PRICE
13.50	MBF	\$	305.00 / MBF
292.00	Cords	\$	10.78 / Cord
70.00	Cords	\$	9.00 / Cord
	13.50 292.00	292.00 Cords	13.50 MBF \$ 292.00 Cords \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$434.80:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	<u>'ERTISED PRICE</u>
Sawtimber			
Red Maple	3.20 MBF	\$	110.00 / MBF
Yellow Birch	0.60 MBF	\$	138.00 / 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 \$750.00 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 11/30/2019.

## Sale Specific Conditions & Requirements

Sale Name: MOOSE COLLAR HARDWOOD Sale Number: 32-108-14 Seg#: 3

#### 1 - Sale Area

#### 12 - 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.

#### 7 - Other Conditions

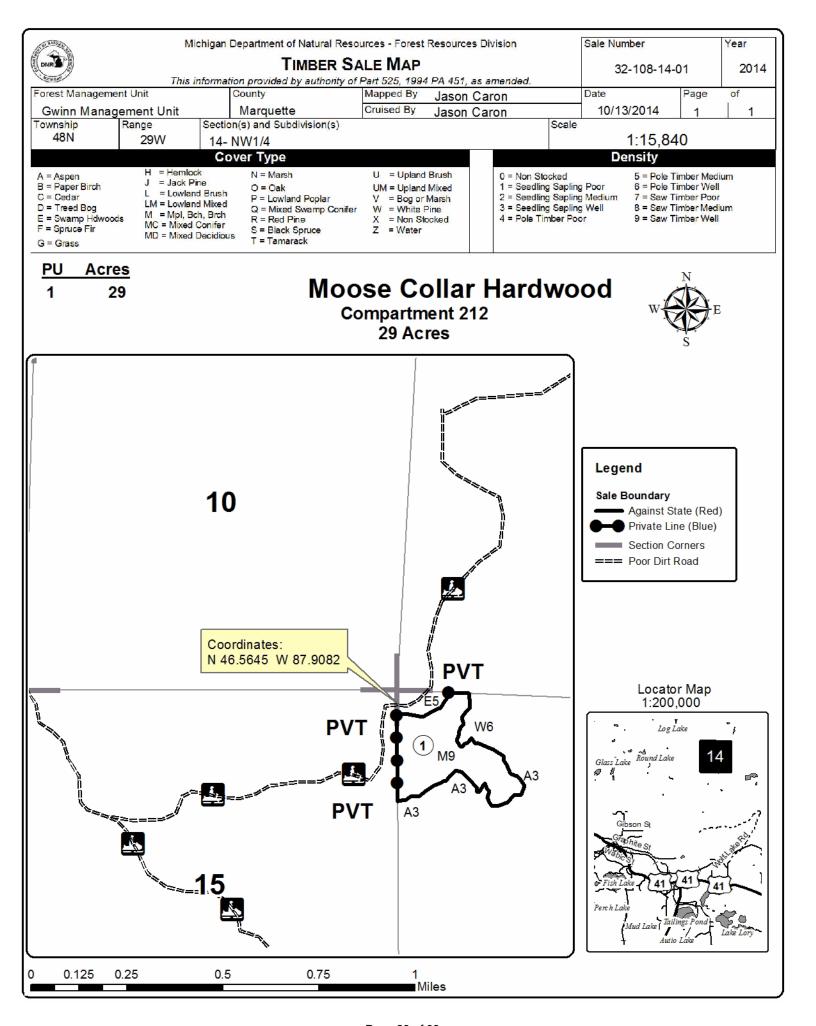
#### 7.3 - Contract Modifications

#### 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.

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



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

PRODUCTS & SPECIES

LEDEDAL ID.

Mixed Aspen

#### **BID FORM**

**GWINN MANAGEMENT UNIT GWINN OFFICE** 

## EAST WOLF MIX (32-105-14)

T48N, R28W, SEC. 02; T48N, R28W, SEC. 11; Marquette COUNTY

**ADVERTISED PRICE** 

11.40/Cord

In response to the notice of sale to be held 3:00 p.m. (local time) on May 23, 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 PRIC	<u>BID PRICE</u>
Sugar Maple	4.30 MBF	\$ 250.00/MBF	\$
Black Spruce	613.00 Cords	\$ 18.78/Cord	\$
Mixed Hardwood	185.00 Cords	\$ 14.75/Cord	\$
Mixed Softwood	85.00 Cords	\$ 11.48/Cord	\$
Paper Birch	214.00 Cords	\$ 14.18/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$228.00:

*The volumes are statistically estimated within plus (+) or minus (-) 14.40 percent. These estimated volumes are final ar	d not
The volumes are statistically estimated within plus (1) of minus (2) 14.40 percent. These estimated volumes are linaral	iu HOL
subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantit	y and
quality.	

ESTIMATED VOLUME\*

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	UI SOCIAL SECT	JRITT NUMBER	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
ا IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	1 YOUR PROSPECTUS IN	THE ABOVE BOX.
Individual	or company representative's signatu	re:		Date:
Phone nu	ımber :	Email (	optional):	

or COCIAL CECLIDITY NUMBER.

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



## Michigan Department of Natural Resources Forest, Mineral and Fire Management

# 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 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.

Plea	ase 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						
2. You <b>must</b> check <u>one</u> of the boxes below:							
A.  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.							
	<ul> <li>B.</li></ul>						
3.	. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full and part time employees other than yourself including family members and active partners (if none, you must enter "0").						
	Full Time EmployeesPart Time Employees						
Nan	ne of Business Federal ID (or) Social Security No.						
Add	ress Telephone No.						
City	State Zip + 4						
cov	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						
7	Fitle Date						

Please complete the "SEALED BID" information on the next page

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

#### **BID FORM**

GWINN MANAGEMENT UNIT GWINN OFFICE

## MOOSE COLLAR HARDWOOD (32-108-14) T48N, R29W, SEC. 14; Marguette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 23, 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 Sugar Maple	ESTIMATED 13.50		\$	ADVERTISED PRICE 305.00/MBF	BID PRICE \$
Mixed Hardwood	292.00	Cords	\$	10.78/Cord	\$
Mixed Softwood	70.00	Cords	\$	9.00/Cord	\$
In addition, the successful bidder as \$434.80 :	grees to purchase	the following	g species a	at the indicated advertis	sed price for a total value of

PRODUCTS & SPECIESESTIMATED VOLUME\*ADVERTISED PRICERed Maple3.20 MBF\$ 110.00/MBFYellow Birch0.60 MBF\$ 138.00/MBF

\*The volumes are statistically estimated within plus (+) or minus (-) 21.12 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.

	FEDERAL ID:	or SOCIAL S	SECURITY NUMBER	R:	
	Company or individual bidding:_				
	Company representative's name	e:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PER	RSONALIZED LABEL F	ROM YOUR PROSE	PECTUS IN THE ABOVE BOX.	
Individual	or company representative's sign	nature:		Date:	
Phone nu	ımber :	Em	nail (optional):		

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



## Michigan Department of Natural Resources Forest, Mineral and Fire Management

# 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 or Permit No					
Year:	Type:				
Forest Area:					

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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- 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 C	Please Check Appropriate Categories:						
A.	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						
2. You	must check one of the boxes below:						
A. [	I certify that my business is a so Worker's Compensation Laws.	le proprietorship and it	has no employees but	the sole proprietor. I am not subject to the			
B.   I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approximation (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the conaward. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).				e of Exclusion within 21 days of the contract			
C. [	I certify that my business has a \ days of the contract award.	Worker's Compensation	n Policy. I will provide	an original Certificate of Insurance within 21			
	u have checked item 2(A) or 2(B), ding family members and active parti			and part time employees other than yourself			
	Full Time	e Employees		Part Time Employees			
Name of E	Business		Federal ID (or) Social Se	ecurity No.			
Address			Telephone No.				
City		State	•	Zip + 4			
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 overage during any of my present and future operations.							
Signa	ture of Owner or Authorized Represe	ntative					
Title			Date				

Please complete the "SEALED BID" information on the next page

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

EEDEDAL ID:

#### **BID FORM**

GWINN MANAGEMENT UNIT GWINN OFFICE

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

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

In response to the notice of sale to be held 3:00 p.m. (local time) on May 23, 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	<b>ESTIMATED VOLUME*</b>	AD\	VERTISED PRICE	<b>BID PRICE</b>
Balsam Fir	208.00 Cords	\$	9.40/Cord	\$
Black Spruce	919.00 Cords	\$	10.60/Cord	\$
Mixed Aspen	153.00 Cords	\$	12.15/Cord	\$
Mixed Hardwood	184.00 Cords	\$	11.35/Cord	\$
Tamarack	158.00 Cords	\$	8.30/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1,885.30:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISE		PRICE	
Jack Pine	15.00 Cords	\$	13.90/Cord		
Paper Birch	70.00 Cords	\$	11.20/Cord		
White Spruce	96.00 Cords	\$	9.30/Cord		

\*The volumes are statistically estimated within plus (+) or minus (-) 13.06 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.

	LDLIVAL ID	01 300171 0100	MITT NOMBER				
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
ndividual	dividual or company representative's signature: Date:						
Phone nu	one number : Email (optional):						

OF SOCIAL SECUDITY NUMBER.

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



## Michigan Department of Natural Resources Forest, Mineral and Fire Management

# 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 or Permit No		
Year:	Type:	
Forest Area:		

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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- All Information must be typed or printed except for written signatures.

· ····································				
Please Check Appropriate Categories:				
<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ul>				
2. You <b>must</b> check one of the boxes below:				
A.  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.				
<ul> <li>B.  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>C.  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>				
3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full and part time employees other than yourself including family members and active partners (if none, you must enter "0").				
Full Time Employees Part Time Employees				
lame of Business Federal ID (or) Social Security No.				
Address		Telephone No.		
City	State	1,		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			 Date	

Please complete the "SEALED BID" information on the next page

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

## **BID FORM**

**GWINN MANAGEMENT UNIT GWINN OFFICE** 

## **HUNKY DORY HARDWOOD (32-117-15)**

T50N, R28W, SEC. 05; T50N, R28W, SEC. 06; T50N, R28W, SEC. 08; Marquette

PRODUCTS & SPECIES	ESTIMATED VOLUME*		OVERTISED PRICE	BID PRICE
Sugar Maple	128.70 MBF	\$	489.00/MBF	\$
Mixed Hardwood	1,367.00 Cords	\$	29.95/Cord	\$
In addition, the successful bidde \$5,221.00:	r agrees to purchase the following s	pecies at	the indicated advertised	d price for a total value
PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>Al</u>	OVERTISED PRICE	
Basswood	0.40 MBF	\$	101.00/MBF	
Red Maple	24.30 MBF	\$	190.00/MBF	
Mixed Aspen	22.00 Cords	\$	24.10/Cord	
Mixed Softwood	2.00 Cords	\$	16.70/Cord	
subject to adjustment. Prospect quality.  I understand that any or all bids rejected. I also understand that or	we bidders are urged to examine the may be rejected. All bids must be seconsideration and awarding a contra	is timber a	l all bid items must be b based upon my past pe	estimates of quantity and
subject to adjustment. Prospect quality.  I understand that any or all bids rejected. I also understand that complete the contract based upon	we bidders are urged to examine the may be rejected. All bids must be seconsideration and awarding a contract on equipment and staffing subject to	is timber a igned and act will be my contro	and to make their own e all bid items must be b based upon my past pe ol.	estimates of quantity and oid or the bid form may be erformance and ability to
subject to adjustment. Prospect quality.  I understand that any or all bids rejected. I also understand that complete the contract based upon the contract bas a contract based upon the contract based upon the contract base	may be rejected. All bids must be sconsideration and awarding a contract on equipment and staffing subject to	is timber a signed and act will be my control.	and to make their own e  I all bid items must be b  based upon my past pe  bl.  NUMBER:	estimates of quantity and oid or the bid form may be erformance and ability to
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THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



## Michigan Department of Natural Resources Forest, Mineral and Fire Management

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

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FOR DEPARTMENT USE ONLY		
Sale or Permit No		
Year:	Type:	
Forest Area:		

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Please Ch	eck Appropriate Categories:			
A. □ B. □	siness is organized as (you <b>must</b> cl Sole Proprietorship (individual) Partnership Corporation	neck <u>one</u> of the boxes t	pelow):	
2. You <b>m</b>	2. You <b>must</b> check <u>one</u> of the boxes below:			
A.  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.				
В. 🗌				
C. □				
3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full and part time employees other than yourself including family members and active partners (if none, you must enter "0").				
	Full Time	e Employees		Part Time Employees
Name of Business Federal ID (or) Social Security No.				
Address			Telephone No.	
City		State	•	Zip + 4
coverage o	during any of my present and future	operations.	to notify the DNR of ar	ny changes that occur in factors affecting my
Signatu 	re of Owner or Authorized Represer	ntative		
Title			Date	

Please complete the "SEALED BID" information on the next page

Page 39 of 39