

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #5538**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on February 2, 2016. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

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, BARAGA MANAGEMENT UNIT, for certain timber on the following described lands:

SKAT MIX (11-005-15-01) / T50N, R34W, SEC. 20, NW1/4,W1/2SW,W1/2SE,NESE.

T50N, R34W, SEC. 30, N1/2NW.

Baraga County, Advertised Price \$65,379.25, 89.0 Acres,

SALE NOTE: Access may be through private land.

HIGH MORELS (11-020-15-01) / T52N, R36W, SEC. 20, NE1/4, W1/2NW.

Houghton County, Advertised Price \$92,362.65, 121.0 Acres,

SALE NOTE: For winter access in conjunction with the snowmobile trail see sale specific specification 5.2.41.

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

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

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

Bids must be received by the Unit Manager, BARAGA OFFICE, 427 US 41 NORTH, BARAGA, MI 49908, no later than 9:00 a.m. (local time) on February 2, 2016. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# 9. Timber Sale Contract (9/14)

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

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

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

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

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

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

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

KEITH CREAGH Director

# TIMBER SALE INFORMATION

#### SKAT MIX (11-005-15-01)

T50N, R34W, SEC. 20; T50N, R34W, SEC. 30. Baraga County (Advertised Price \$65,379.25)

SALE NOTE: 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	ESTIMATED UNITS*	ADVERTISED PRICE
Sawlogs Red Maple	10.70 MBF	\$ 473.00 / MBF
Sugar Maple	3.00 MBF	\$ 1,113.00 / MBF
Pulpwood Mixed Hardwood	538.00 Cords	\$ 28.90 / Cord
Q. Aspen	701.00 Cords	\$ 47.05 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,448.90:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADVI</u>	ERTISED PRICE
Sawlogs				
Paper Birch	7.20	MBF	\$	85.00 / MBF
Yellow Birch	0.20	MBF	\$	545.00 / MBF
Pulpwood				
Jack Pine	36.00	Cords	\$	61.40 / Cord
Mixed Softwood	95.00	Cords	\$	28.90 / Cord
Paper Birch	165.00	Cords	\$	16.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.05 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 \$6,400.00 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 06/30/2018.

# **Sale Specific Conditions & Requirements**

Sale Name: Skat Mix Sale Number: 11-005-15-01

#### 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 and red paint. Exterior sale boundary lines against state are marked with red paint. Exterior sale boundary lines against private are marked with blue paint. The painted boundary line trees are not Included Timber and are to be protected unless also marked with orange paint. Tops shall not be left over the exterior lines of the sale.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, and 5, cut all trees that are two (2) inches or more at DBHexcept in units 1, 2, and 3 leave all Red Pine, White Pine, Hemlock, Cedar, and Red Oak, and in unit 5 leave ALL CONIFERS and ALL OAK.

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

Within Payment Unit(s) 4 and 6, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. All trees shall be pulled back across the blue and exterior red lines.

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

Note that mixed hardwood pulp includes Sugar Maple, Red Maple, Yellow Birch and black Cherry. Mixed softwood pulp includes Balsam Fir and White Spruce.

#### 2.2 - Utilization

#### 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

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

With in units 4 and 6 skidding of unlimbed tops or lengths over 26 feet is not permissible unless approved by the Unit Manager or his/her representative.

#### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

#### 2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. This is because excessive woody debris prohibits regeneration.

# 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. 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.

#### 4.1.6 - 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, be utilized or otherwise removed from the sale. 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 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. The sale administator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

## 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.

#### 4.3 - Public Right-of-Way

#### 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing the county road R-O-W. Baraga County Road Commission (T.J. Clisch, 906-201-0963) for all driveway permits.

## 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.

# 5 - Operations

# 5.1 - Notification

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

A pre-sale conference on site, over the phone, or in the office 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 10 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

#### 5.2.1.2 - 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 36 inches in height.

## 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.

# 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2, 3, and 5, unless changed by written agreement, cutting, skidding, and hauling are only permitted during the period between March 31 and December 1.In units 4 and 6, operations are only permitted during the period of July 15 to December 1. This restriction is because of the Baraga Plains Road being a snowmobile trail and bark slip.

# 5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, 3, 4, 5 and 6 unless changed by written agreement, clean up and seeding activities on landings, decking areas, new roads, berms used for road closures and major skid trails must be completed by the June 30 following harvest completion. This restriction is to allow these areas to re-vegetate before the dry season.

#### 5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and new roads on new landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of 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.

# 5.2.38 - 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.

#### 5.4.3 - Erosion control (12/08)

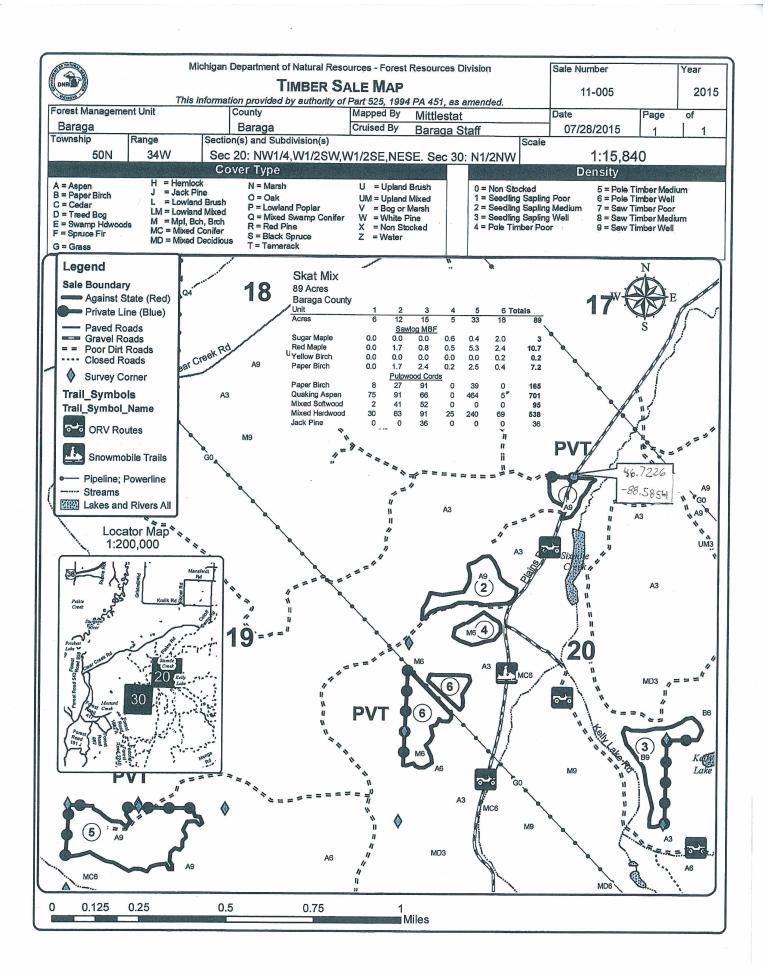
Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

## 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.

Section Name: Sale Specific Current as of 12/23/2015 8:51:32AM



#### TIMBER SALE INFORMATION

# HIGH MORELS (11-020-15-01)

T52N, R36W, SEC. 20.

Houghton County (Advertised Price \$92,362.65)

SALE NOTE: For winter access in conjunction with the snowmobile trail see sale specific specification 5.2.41.

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

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

ESTIMATED UNIT	<u>S*</u> <u>AD'</u>	VERTISED PRICE
26.90 MBF	\$	409.00 / MBF
32.80 MBF	\$	450.00 / MBF
40.90 MBF	\$	985.00 / MBF
887.00 Cords	\$	24.65 / Cord
	26.90 MBF 32.80 MBF 40.90 MBF	26.90 MBF \$ 32.80 MBF \$ 40.90 MBF \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,449.50:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADVERTISED PRICE
Sawlogs		
Basswood	32.90 MBF	\$ 75.00 / MBF
White Ash	17.10 MBF	\$ 75.00 / MBF
Yellow Birch	1.00 MBF	\$ 481.00 / MBF
Pulpwood		
Mixed Softwood	10.00 Cords	\$ 21.85 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.57 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 \$9,000.00 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 06/30/2019.

# Sale Specific Conditions & Requirements

Sale Name: High Morels Sale Number: 11-020-15-01

#### 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 and red paint. Exterior sale boundary lines against state are marked with red paint. Exterior sale boundary lines against private are marked with blue paint. Interior Payment unit boundary lines are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected unless also marked with orange paint. Tops shall not be left over the exterior lines of the sale.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 4, cut all trees which meet minimum piece specifications in 2.2 Utilization, except White Pine, Elm, Hemlock, Cedar, and Aspen. Also, all Red Oak marked with green paint are to be retained.

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

Within Payment Unit(s) 1, 2, and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. All trees shall be pulled back across the blue and exterior red lines.

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

Note that mixed hardwood pulp includes Sugar Maple, Red Maple, Yellow Birch, Basswood, White Ash, Black Ash, and Red Oak. Mixed softwood pulp includes Balsam Fir.

#### 2.2 - Utilization

#### 2.2.1 - Utilization (2/04)

All listed board foot volumes of sawlog size products in this contract have been determined using a top diameter inside bark of 8 inches.

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

With in units 1, 2, and 3 skidding of unlimbed tops or lengths over 26 feet is not permissible unless approved by the Unit Manager or his/her representative.

#### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

#### 2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. This is because excessive woody debris prohibits regeneration.

# 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. 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

#### 4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on state land, a 60 day notice must be given before permits will be issued.

# 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.

# 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

#### 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, be utilized or otherwise removed from the sale. 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

## 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. The sale administator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

# 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.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site, over the phone, or in the office 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 10 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

#### 5.2.1.2 - 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 36 inches in height.

#### 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.

#### 5.2.3 - Operating Restrictions

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2 and 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of March 30 to July 15. This restriction is because of bark slip and road restrictions.

# 5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, and 3 unless changed by written agreement, clean up and seeding activities on landings, decking areas, new roads, berms used for road closures and major skid trails must be completed by the June 30 following harvest completion. This restriction is to allow these areas to re-vegetate before the dry season.

#### 5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of 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.

# 5.2.38 - 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)

Trail 13 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. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. This road maintenance/restoration must be done prior to December 1 to the Unit Manager or his/her representative satisfaction. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. 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. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 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.

#### 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

## 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.

# 7 - Other Conditions

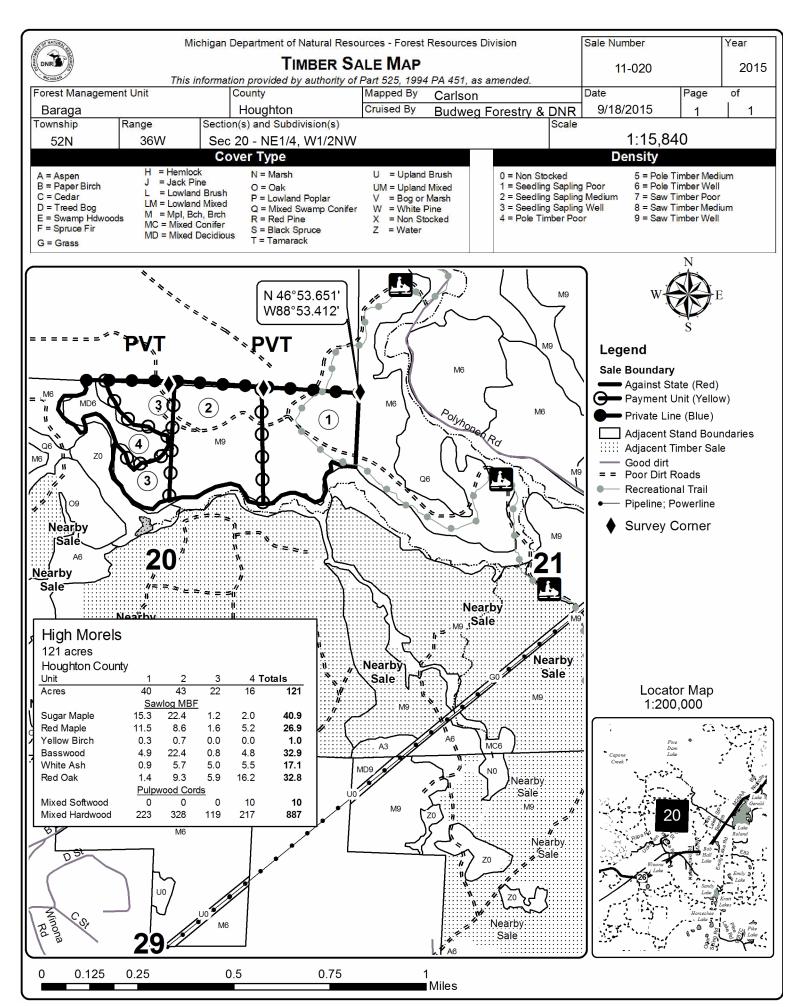
#### 7.3 - Contract Modifications

#### 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 12/23/2015 8:56:21AM



EEDEDAL ID

# **BID FORM**

# <u>HIGH MORELS (11-020-15-01)</u> T52N, R36W, SEC. 20; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on February 2, 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</b>	VOLUME*	ADVERTISED PRICE		<b>BID PRICE</b>
Sawlogs					
Red Maple	26.90	MBF	\$	409.00/MBF	\$
Red Oak	32.80	MBF	\$	450.00/MBF	\$
Sugar Maple	40.90	MBF	\$	985.00/MBF	\$
Pulpwood					
Mixed Hardwood	887.00	Cords	\$	24.65/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,449.50:

PRODUCTS & SPECIES	<u>ESTIMATED</u>	<b>VOLUME*</b>	<u>AD'</u>	ADVERTISED PRICE	
Sawlogs					
Basswood	32.90	MBF	\$	75.00/MBF	
White Ash	17.10	MBF	\$	75.00/MBF	
Yellow Birch	1.00	MBF	\$	481.00/MBF	
Pulpwood					
Mixed Softwood	10.00	Cords	\$	21.85/Cord	

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 18.57 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.

-- COCIAL CECUDITY NUMBER.

	FEDERAL ID:	or SOCIAL SECT	JRITY NUMBER:	<sup>-</sup>	
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:	_	
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN	THE ABOVE BOX.	
Individual	l or company representative's signatur	re:		Date:	_
Phone nu	ımber :	Email (	optional):		



## 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 DEPARTM	ENT 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 ti	mber sale contract.		
•	All Information must be typed or printe	d except for written si	ignatures.		
Ple	ase Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> cl A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	heck <u>one</u> of the boxes b	pelow):		
2.	Worker's Compensation Laws.  B. I certify that my business has say Notice of Exclusion (BWC-337, Raward. (For questions or a copy of C. I certify that my business has a Ways of the contract award.	tisfied its obligation to Rev. 5/96). I will provid f the BWC -337, please Vorker's Compensation	the Worker's Comper e a copy of the Notice call the Worker's Com Policy. I will provide	the sole proprietor. I am not subject to the asation Act through the use of an approved to of Exclusion within 21 days of the contract appensation Bureau at 517 -322-1195).  an original Certificate of Insurance within 21	
3.	including family members and active partn			and part time employees other than yourself Part Time Employees	
Nan	ne of Business		Federal ID (or) Social S	ecurity No.	_
Add	ress		Telephone No.		_
City		State		Zip + 4	
cov _	ereby certify that the above information is truerage during any of my present and future of the control of the	operations.	to notify the DNR of an	ny changes that occur in factors affecting my	
_=	Title		Date		_

# **BID FORM**

#### SKAT MIX (11-005-15-01)

T50N, R34W, SEC. 20; T50N, R34W, SEC. 30; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on February 2, 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*	MATED VOLUME* ADVERTISED PRICE	
Sawlogs			
Red Maple	10.70 MBF	\$ 473.00/MBF	\$
Sugar Maple	3.00 MBF	\$ 1,113.00/MBF	\$
Pulpwood			
Mixed Hardwood	538.00 Cords	\$ 28.90/Cord	\$
Q. Aspen	701.00 Cords	\$ 47.05/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,448.90:

PRODUCTS & SPECIES	ESTIMATED '	VOLUME*	<u>AD'</u>	VERTISED PRICE
Sawlogs				
Paper Birch	7.20	MBF	\$	85.00/MBF
Yellow Birch	0.20	MBF	\$	545.00/MBF
Pulpwood				
Jack Pine	36.00	Cords	\$	61.40/Cord
Mixed Softwood	95.00	Cords	\$	28.90/Cord
Paper Birch	165.00	Cords	\$	16.80/Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 9.05 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 SOCI	IAL SECURITY NUMBER	:	
	Company or individ	dual bidding:			
	Company represer	ntative's name:	<u></u>		
	Address:			<u></u>	
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLA	ACE THE PERSONALIZED LABI	EL FROM YOUR PROSPI	ECTUS IN THE ABOVE BOX.	_
ndividual	or company repres	sentative's signature:		Date:	
Phone nu	ımber :		Email (optional):		



## 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.					
Please Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation					
<ul> <li>You must check <u>one</u> of the boxes below:</li> <li>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.     </li> </ul>						
	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).					
	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.					
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					
Name of Business			Federal ID (or) Social Security No.			
Address			Telephone No.			
City		State		Zip + 4		
cov	reby certify that the above information is truerage during any of my present and future of the control of the c	operations.	to notify the DNR of any	changes that occur in factors affecting my		
_	T:41 -					
	Title		Date			