

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5603**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on April 21, 2016.

LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.

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

DANAHER PLAINS PINE (42-028-15-01) / T46N, R12W, SEC. 16, SW1/4,W1/2SE.

T46N, R12W, SEC. 21, NWNE.

Luce County, Advertised Price \$164,741.15, 117.0 Acres,

SALE NOTE: To facilitate reforestation, all Payment Units shall be left with slash evenly distributed.

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

CHRIS BROWN CORNER PINE (42-029-15-01) / T49N, R10W, SEC. 26, SW1/4.

T49N, R10W, SEC. 27, S1/2NE, NWNE, SE1/4.

T49N, R10W, SEC. 34, NENE.

T49N, R10W, SEC. 35, N1/2NW.

Luce County, Advertised Price \$64,414.30, 124.0 Acres,

SALE NOTE: This sale has been reduced by 25% from the original Advertised Price as it went "no bid" on January 28, 2016.

Mixed Hardwood Pulp includes mainly red maple with lesser volumes of sugar maple, beech and paper birch.

Sale may require road work. See Sale Specification 4.1.8.

Within Payment Units 3 and 4, harvesting is limited to April 15 to December 15 due to wet soil conditions.

BETWEEN THE PONDS ASPEN (42-034-15-01) / T49N, R10W, SEC. 34, NESE, SESE, SWSE.

T49N, R10W, SEC. 35, SW1/4.

Luce County, Advertised Price \$74,546.80, 112.0 Acres,

SALE NOTE: Roads may require the installation of culverts. See Sale Spec 4.1.5.

Hauling may be restricted on forest roads, and also on County Road 420 due to spring break-up or wet weather conditions.

Permission for access across private land has been acquired by the DNR. See Sale Spec 4.4.1 for additional information.

Within Payment Units 1 and 2, harvesting is limited to the period of December 15 to April 1 due to lower ground areas.

Access may be through private land.

BIG TIMBER MIX (42-037-15-01) / T49N, R10W, SEC. 32, SESE.

T49N, R10W, SEC. 33, SENE,E1/2SW,SWSW,SWSE,E1/2SE.

T49N, R10W, SEC. 34, S1/2NW, NWSW.

Luce County, Advertised Price \$91,441.85, 114.0 Acres,

SALE NOTE: There are sawlog-size trees within the sale. Sawlog-size pine trees were cruised as pulp.

Roads may require the installation of culverts. See Sale Spec 4.1.5.

Road work is required on this sale. See Sale Spec 4.1.8.

Within Payment Units 1, 2 and 3, harvesting is limited to the period of December 15 to March 31 due to wet soil types and access.

County Road 414 is a snowmobile trail and is shown on the Timber Sale Map. If used for hauling during the snowmobile season, a snow-covered base must be left on the trail. Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season.

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

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

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on April 21, 2016. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

#### 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

#### DANAHER PLAINS PINE (42-028-15-01)

T46N, R12W, SEC. 16; T46N, R12W, SEC. 21. Luce County (Advertised Price \$164,741.15)

SALE NOTE: To facilitate reforestation, all Payment Units shall be left with slash evenly distributed.

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		VERTISED PRICE
Pulpwood			
Jack Pine	1,784.00 Cords	\$	48.30 / Cord
Red Pine	681.00 Cords	\$	102.35 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,873.60:

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Pulpwood				
Paper Birch	33.00	Cords	\$	16.05 / Cord
Q. Aspen	47.00	Cords	\$	35.90 / Cord
Red Maple	26.00	Cords	\$	14.15 / Cord
White Pine	225.00	Cords	\$	27.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.91 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 \$8,300.00 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 12/31/2018.

# Sale Specific Conditions & Requirements

Sale Name: Danaher Plains Pine Sale Number: 42-028-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and/or green paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. The painted boundary line trees are not Included Timber and are to be protected. Green painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) # 1 - 6, cut all jack pine trees which meet minimum piece specifications in 2.2 Utilization. Leave all oak present throughout the sale.

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

Note that there are sawlog sized red pine trees present in sale; however, all red pine was cruised as pulp.

#### 2.2 - Utilization

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

Stump heights within all payment units shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

# 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) #'s 1 - 6 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

#### 4.1.4 - 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 within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (12/14)

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

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

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

# 5 - Operations

#### 5.1 - Notification

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

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

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

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

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

# 5.2.1.8 - Slash height (12/08)

No slash may exceed 24 inches in height.

# 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) #1 - 6 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

# 5.2.2 - Hazard Trees/Snags

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

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

# 5.2.3 - Operating Restrictions

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

# 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.

# 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)

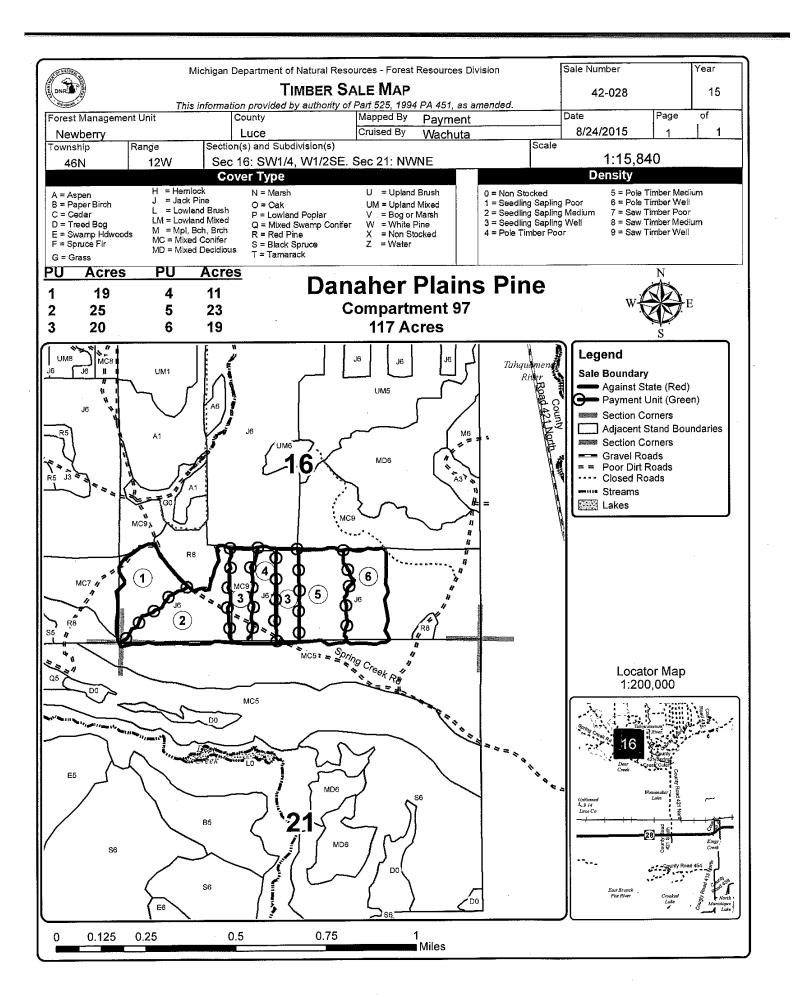
Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or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

# 5.8 - Protection of Endangered Species

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

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

Section Name: Sale Specific Current as of 12/3/2015 11:10:43AM



# TIMBER SALE INFORMATION

#### CHRIS BROWN CORNER PINE (42-029-15-01)

T49N, R10W, SEC. 26; T49N, R10W, SEC. 27; T49N, R10W, SEC. 34; T49N, R10W, SEC. 35. Luce County (Advertised Price \$64,414.30)

SALE NOTE: This sale has been reduced by 25% from the original Advertised Price as it went "no bid" on January 28, 2016.

Mixed Hardwood Pulp includes mainly red maple with lesser volumes of sugar maple, beech and paper birch.

Sale may require road work. See Sale Specification 4.1.8.

Within Payment Units 3 and 4, harvesting is limited to April 15 to December 15 due to wet soil conditions.

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		<u>ADVE</u>	ERTISED PRICE
Sawlogs				
Red Pine	30.50	MBF	\$	177.00 / MBF
White Pine	256.70	MBF	\$	21.00 / MBF
Pulpwood				
Mixed Aspen	101.00	Cords	\$	26.60 / Cord
Mixed Hardwood	315.00	Cords	\$	22.00 / Cord
Red Pine	81.00	Cords	\$	70.05 / Cord
White Pine	1,395.00	Cords	\$	24.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,156.95:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>AD\</u>	ADVERTISED PRICE		
Sawlogs					
Red Maple	9.40 MBF	\$	105.00 / MBF		
Pulpwood					
Balsam Fir	71.00 Cords	\$	17.05 / Cord		
Black Spruce	101.00 Cords	\$	19.40 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.14 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 \$4,400.00 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 06/30/2019.

# Sale Specific Conditions & Requirements

Sale Name: Chris Brown Corner Pine Sale Number: 42-029-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

# 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 4, cut all trees which meet minimum piece specifications in 2.2 Utilization. DO NOT CUT any hemlock or trees marked with GREEN paint.

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

Note that mixed hardwood pulp includes mainly red maple with lesser volumes of sugar maple, beech and paper birch.

#### 2.2 - Utilization

# 2.2.4 - Skidding length (2/14)

Within the sale area, skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative. This is to help protect the advanced regeneration that is established throughout the sale area.

# 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. The Purchaser must carefully plan skid trails within the sale area to help minimize damage to existing trees seedlings and saplings.

Within the sale area, if more than 20% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$200 per acre for all acreage within that specified portion of the sale area that was damaged.

# 4 - Transportation

# 4.1 - Construction

#### 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. Locations of new roads will be discussed with and approved by the sale administrator prior to construction.

#### 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 and/or abandoned 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 at the beginning of any new road course. Stumps and brush must be placed along the road for a minimum of 200 feet, effectively obliterating it. These roads must be rendered impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. 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.

#### 4.1.8 - Road work (1) (8/07)

The following road work is required: If the Purchaser uses the Chris Brown Lake Road to truck wood from the sale during snow free months, then the Purchaser must haul, spread and level pit-run gravel to fill existing holes in the road prior to hauling as well as any holes or soft spots that occur as a result of the hauling. These areas may also be required to be topped with crushed gravel if determined necessary by the sale administrator.

#### 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.

#### 4.2.4 - Grading (12/14)

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

# 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. It is recommended that this take place prior to equipment being moved from the site.

#### 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 Chris Brown Lake Road.

# 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

# 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) 3 and 4, unless changed by written agreement, cutting, skidding and hauling are limited to the period of December 15 to April 1. This restriction is due to the wet nature of areas with in Payment Units.

# 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.

# 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)

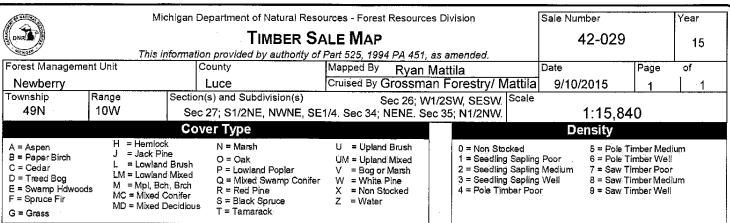
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

# 5.8 - Protection of Endangered Species

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

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

Section Name: Sale Specific Current as of 12/3/2015 11:22:37AM

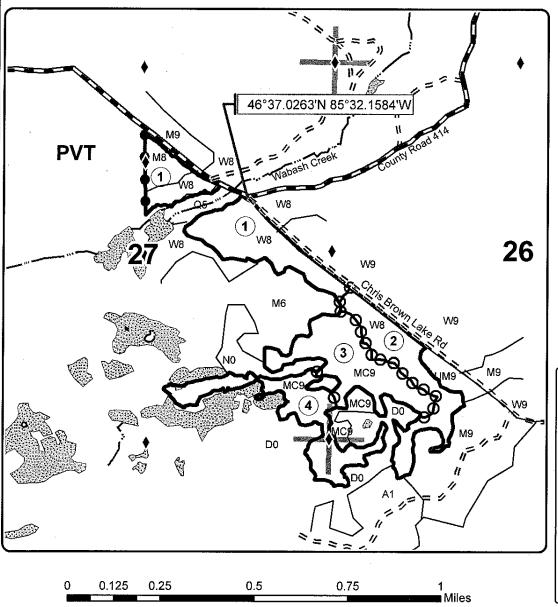


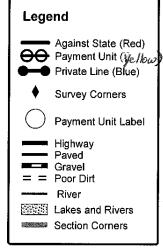
PU 1 2 3 4	39 27 31 27

# **Chris Brown Corner Pine**

**Compartment 27** 124 Acres







1:250,000 i No. ,, East Branch Two Hearted River. Sleeper Lake

Locator Map

#### TIMBER SALE INFORMATION

#### BETWEEN THE PONDS ASPEN (42-034-15-01)

T49N, R10W, SEC. 34; T49N, R10W, SEC. 35. Luce County (Advertised Price \$74,546.80)

SALE NOTE: Roads may require the installation of culverts. See Sale Spec 4.1.5.

Hauling may be restricted on forest roads, and also on County Road 420 due to spring break-up or wet weather conditions.

Permission for access across private land has been acquired by the DNR. See Sale Spec 4.4.1 for additional information.

Within Payment Units 1 and 2, harvesting is limited to the period of December 15 to April 1 due to lower ground areas.

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*		VERTISED PRICE
Sawlogs			
White Pine	158.50 MBF	= \$	26.50 / MBF
Pulpwood			
Black Spruce	225.00 Core	ds \$	25.55 / Cord
Mixed Aspen	737.00 Core	ds \$	37.20 / Cord
Mixed Hardwood	316.00 Core	ds \$	32.95 / Cord
Mixed Softwood	174.00 Core	ds \$	31.60 / Cord
White Pine	556.00 Core	ds \$	34.25 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,227.80:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>UNITS*</u> <u>ADVERTI</u>	
Sawlogs			
Mixed Hardwood	14.10 MBF	\$	158.00 / MBF

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.15 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 \$4,000.00 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: Between The Ponds Aspen Sale Number: 42-034-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

## 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint.

### 2 - Timber Specifications

# 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization; EXCEPT hemlock, yellow birch, and oak. In addition, leave one (1) to two (2) large diameter white pine every one (1) acre. There should be a total of 112-124 white pine retained evenly spaced throughout the sale area. Retained white pine should consist of trees 24 inch in diameter and larger wherever possible.

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

Note that mixed hardwood sawlogs are primarily red maple with a small component of white birch. Mixed hardwood pulp is mainly red maple with lesser components of white birch and beech. Mixed softwood pulp includes balsam, red pine, cedar, and tamarack.

#### 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.

#### 4 - Transportation

#### 4.1 - Construction

## 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. 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.

Locations for all new roads built into and within the sale area will have to be approved by the sale administrator prior to any construction beginning. It is recommended that these road locations be flagged in with the Purchaser and the sale administrator.

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

All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown and/or abandoned 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 at the beginning of any new road course. Stumps and slash must be placed along the road course for a minimum of 200 feet, effectively obliterating it. These roads must be rendered impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. 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

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

Hauling may be restricted on forest roads and also on County Road 420, by the Unit Manager or his/her representative. The restriction may occur during spring break-up, wet weather conditions or at any time that the roads deteriorate to an unacceptable condition as determined by the sale administrator. Additional restrictions may be imposed by the private property owner(s) and are to be discussed between the landowner and the Purchaser.

#### 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 has been acquired by the DNR. The obtained access is from the south of the sale area through Section 3, across property owned by The Nature Conservancy and Joanne Villemure. Other potential access is through The Nature Conservancy and Tim Quinlan. Access across Tim Quinlan property was not obtained by the DNR and would be the responsibility of the Purchaser. See Timber Sale Map for road locations. Permission to cross private land must include access for DNR representatives to inspect the sale at any time during the sale as well as at the end of harvesting operations for final sale closure.

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

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

# 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. It is recommended that this conference take place prior to equipment being moved off site.

# 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.

# 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

# 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) 1 and 2, unless changed by written agreement, cutting, skidding and hauling are limited to the period of December 15 to April 1. This restriction is due to areas of lower ground within or adjacent to the Payment Units.

Portions of the Payment Units may be able to be harvested during dry summer months, if care is taken. Such activity will have to be approved by the sale administrator and/or the Unit Manager.

#### 5.2.3.11 - Coppice regeneration protection (4/10)

To promote better aspen regeneration, Payment Units must be completed within twelve months of beginning harvesting operations on the respective Payment Unit in order to minimize damage to the new regeneration.

# 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.

#### 5.4.2 - 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.

#### 5.4.6 - Wet area protection (5/10)

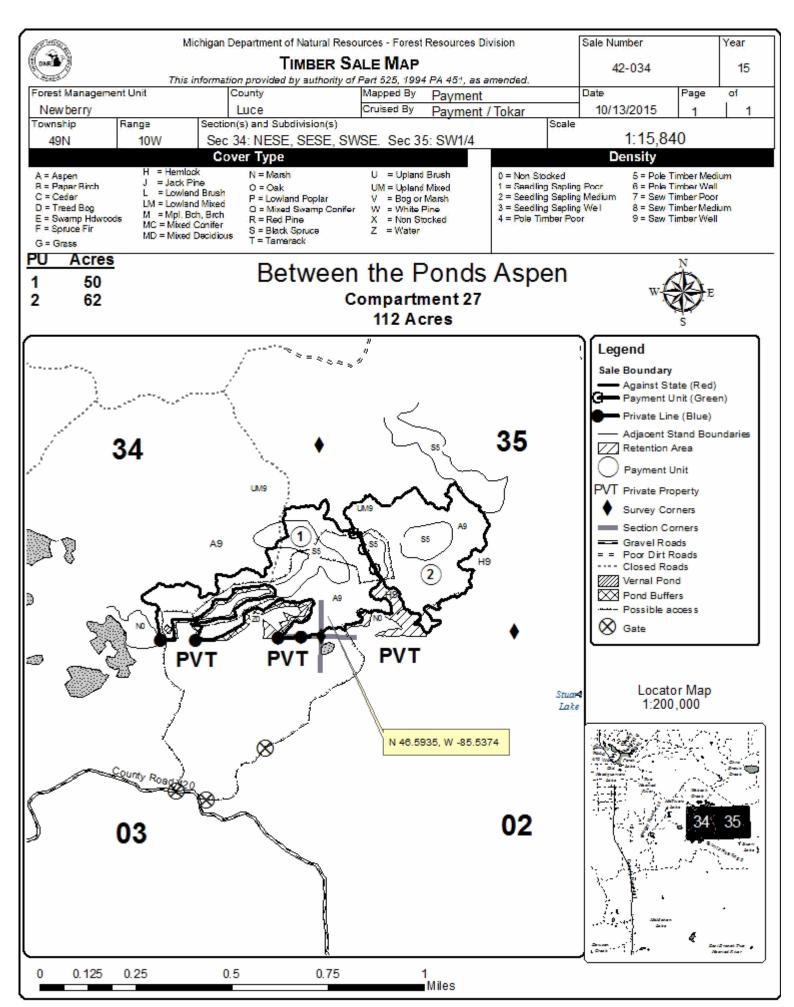
No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

# 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 12/29/2015 8:43:50AM



#### TIMBER SALE INFORMATION

#### BIG TIMBER MIX (42-037-15-01)

T49N, R10W, SEC. 32; T49N, R10W, SEC. 33; T49N, R10W, SEC. 34. Luce County (Advertised Price \$91,441.85)

SALE NOTE: There are sawlog-size trees within the sale. Sawlog-size pine trees were cruised as pulp.

Roads may require the installation of culverts. See Sale Spec 4.1.5.

Road work is required on this sale. See Sale Spec 4.1.8.

Within Payment Units 1, 2 and 3, harvesting is limited to the period of December 15 to March 31 due to wet soil types and access.

County Road 414 is a snowmobile trail and is shown on the Timber Sale Map. If used for hauling during the snowmobile season, a snow-covered base must be left on the trail. Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season.

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE
Sawlogs		
Red Maple	90.10 MBF	\$ 92.00 / MBF
Pulpwood		
Mixed Aspen	326.00 Cords	\$ 34.60 / Cord
Mixed Hardwood	1,053.00 Cords	\$ 22.50 / Cord
Mixed Softwood	295.00 Cords	\$ 21.55 / Cord
White Pine	1,057.00 Cords	\$ 31.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,105.00:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawlogs					
Paper Birch	14.90	MBF	\$	70.00 / MBF	
Sugar Maple	6.20	MBF	\$	377.00 / MBF	
Pulpwood					
N. W. Cedar	138.00	Cords	\$	5.85 / Cord	
Red Pine	43.00	Cords	\$	91.10 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.81 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 \$5,000.00 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: Big Timber Mix Sale Number: 42-037-15-01

#### 1 - Sale Area

#### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, cut all trees which meet minimum piece specifications in 2.2 Utilization; except white pine greater than 24 inches in diameter at DBH. In addition, do not cut any hemlock that may exist. These trees are to be left and protected.

# 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1, 3, and 4, all trees are designated for cutting which meet minimum piece specifications in 2.2 - Utilization; except hemlock, red pine, and white pine 24 inches and greater at DBH; cedar 16 inches and greater at DBH; and all yellow birch. These trees are to be left and protected. Also in Payment Unit 1, all single stemmed maple 10 inches and less at DBH are to be left. Single stemmed tree are those trees without another maple tree within 1 foot at ground level.

#### 2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 5, all trees, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting except trees marked with GREEN paint.

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

Note that sawlog size pine trees were cruised as pulp. There are sawlog size trees within the sale. Mixed Aspen includes quaking, big tooth and BAM.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 and 3 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 dispersed throughout the sale.

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

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

# 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 Purchaser.

# 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 within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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.

# 4.1.8 - Road work (1) (8/07)

The following road work is required: If the Purchaser uses the Chris Brown Lake Road to truck wood from the sale during snow free months, then the Purchaser must haul, spread and level a minimum of 100 yards of pit-run gravel to fill existing holes or soft spots in the road prior to hauling. These areas will also be required to be topped with 100 yards of crushed gravel. This will be discussed further at the pre-sale conference.

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

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

#### 4.2 - Maintenance

#### 4.2.4 - Grading (12/14)

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

#### 4.2.5 - 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

#### 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

#### 5 - Operations

#### 5.1 - Notification

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

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

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

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

#### 5.2 - 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.

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

#### 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) 1, 2, and 3, unless changed by written agreement, cutting, skidding and hauling are limited to the period of December 15 to March 31. This restriction is because of the wet soil types and access.

# 5.2.3.11 - Coppice regeneration protection (4/10)

To promote better aspen regeneration, Payment Unit 2 must be completed within twelve months of beginning operations, in order to minimize damage to the new regeneration.

# 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 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

#### 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)

County Road 414 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 County Road 414 is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. No decking of forest products will be permitted along the snowmobile trail.

# 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.

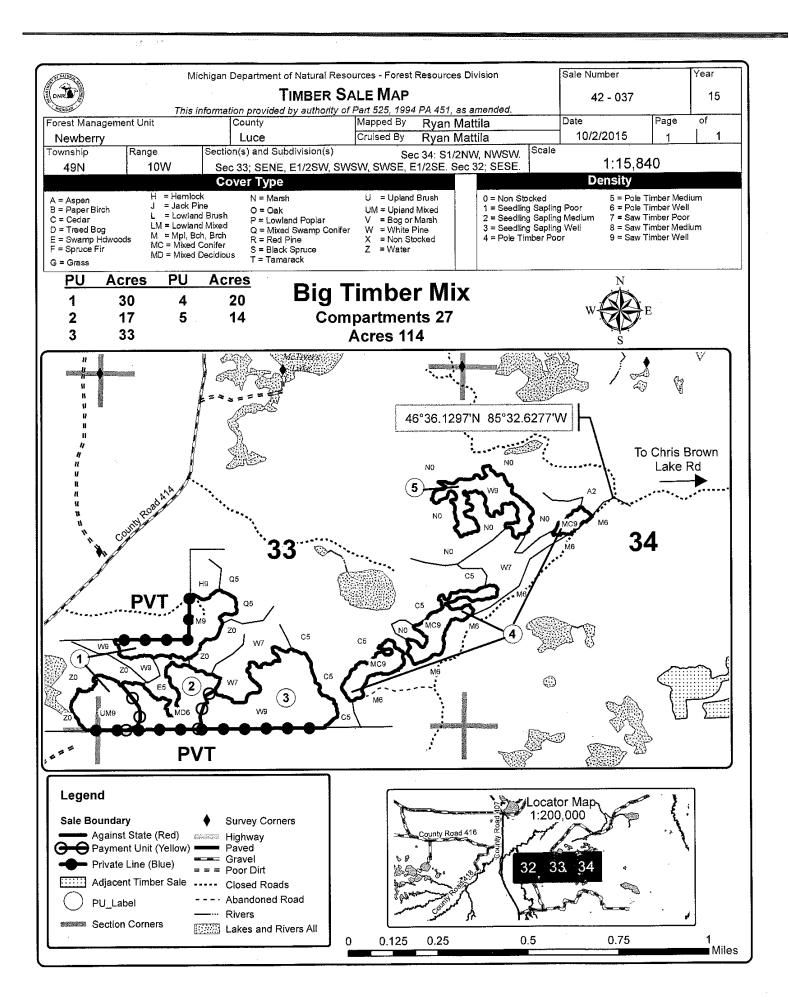
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the point where trucks will be entering on to the snowmobile trail to warn of logging activity and truck traffic. Signs

	must be removed when harvest operations are suspended or completed. The	ne Purchaser will provide these sig	ns.
cti	ion Name: Sale Specific	Current as of 12/29/2015	9:59:54AM



## NEWBERRY MANAGEME NEWBERRY

#### DANAHER PLAINS PINE (42-028-15-01)

T46N, R12W, SEC. 16; T46N, R12W, SEC. 21; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 21, 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.

rejected.							
PRODUCTS & SPECIES Pulpwood	ESTIMATED	VOLUME*	AD	VERTISED PRICE	BID PRICE		
Jack Pine	1,784.00	Cords	\$	48.30/Cord	\$		
Red Pine	681.00	Cords	\$	102.35/Cord	\$		
In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,873.60:							
PRODUCTS & SPECIES Pulpwood	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE			
Paper Birch	33.00	Cords	\$	16.05/Cord			
Q. Aspen	47.00	Cords	\$	35.90/Cord			
Red Maple	26.00	Cords	\$	14.15/Cord			
White Pine	225.00	Cords	\$	27.95/Cord			
understand that consideration and awarequipment and staffing subject to my co	ontrol.					Tact based upon	
Company or individual biddin	ng:						
Company representative's na	ame:						
Address:							
City:	State	):	Zip:				
IF AVAILABLE, PLEASE PLACE THE F	PERSONALIZI	ED LABEL FROM	YOUR	PROSPECTUS IN TH	HE ABOVE BOX.		
Individual or company representative's							
	signature:				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 si	ignatures.					
Ple	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.	<ul> <li>You must check one 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> <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 including family members and active partners (if none, you must e		f <b>both</b> full a	and part time employees other than yourself  Part Time Employees			
Nan	ne of Business	Federal ID	(or) Social Se	ecurity No.			
Add	ress	Telephone	No.				
City	State	•		Zip + 4			
cov _	lereby 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.  Signature of Owner or Authorized Representative						
	Fitle		Date				

#### **BID FORM**

# BETWEEN THE PONDS ASPEN (42-034-15-01) T49N, R10W, SEC. 34; T49N, R10W, SEC. 35; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on April 21, 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*	AD\	VERTISED PRICE	<b>BID PRICE</b>
Sawlogs					
White Pine	158.50	MBF	\$	26.50/MBF	\$
Pulpwood					
Black Spruce	225.00	Cords	\$	25.55/Cord	\$
Mixed Aspen	737.00	Cords	\$	37.20/Cord	\$
Mixed Hardwood	316.00	Cords	\$	32.95/Cord	\$
Mixed Softwood	174.00	Cords	\$	31.60/Cord	\$
White Pine	556.00	Cords	\$	34.25/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,227.80:

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>A</u>	DVERTISED PRICE
Sawlogs			
Mixed Hardwood	14.10 MBF	\$	158.00/MBF

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:						
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
IF AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	al or company representative's signature: Date:						
Phone nu	ımber :	Email (d	optional):				

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.15 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.



### 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.							
•	<ul> <li>All Information must be typed or printed except for written signatures</li> </ul>	All Information must be typed or printed except for written signatures.						
Ple	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							
2.	<ul> <li>A.          I certify that my business is a sole proprietorship and it has no en Worker's Compensation Laws.     </li> <li>B.          I certify that my business has satisfied its obligation to the Worken Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy award. (For questions or a copy of the BWC-337, please call the Worken Notice of Exclusion (BWC-337) award.     </li> </ul>	<ul> <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> <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 </li> </ul>						
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of including family members and active partners (if none, you must enter "0").</li> <li>Full Time Employees</li> </ol>	both full and part time employees other than yourself  Part Time Employees						
Nar	Name of Business Federal ID	O (or) Social Security No.						
Add	Address Telephone (	e No.						
City	City State	Zip + 4						
COV	Dereby 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.  Signature of Owner or Authorized Representative							
	Title	Date						

#### **BID FORM**

#### BIG TIMBER MIX (42-037-15-01)

T49N, R10W, SEC. 32; T49N, R10W, SEC. 33; T49N, R10W, SEC. 34; Luce

In response to the notice of sale to be held 3:00 p.m. (local time) on April 21, 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	90.10	MBF	\$	92.00/MBF	\$
Pulpwood					
Mixed Aspen	326.00	Cords	\$	34.60/Cord	\$
Mixed Hardwood	1,053.00	Cords	\$	22.50/Cord	\$
Mixed Softwood	295.00	Cords	\$	21.55/Cord	\$
White Pine	1,057.00	Cords	\$	31.90/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,105.00:

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	ADVERTISED PRICE		
Sawlogs						
Paper Birch	14.90	MBF	\$	70.00/MBF		
Sugar Maple	6.20	MBF	\$	377.00/MBF		
Pulpwood						
N. W. Cedar	138.00	Cords	\$	5.85/Cord		
Red Pine	43.00	Cords	\$	91.10/Cord		

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 7.81 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 SECURITY NUMBER:						
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
ndividual	al or company representative'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.						
Ple	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.	<ul> <li>You must check one 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> <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 including family members and active partners (if none, you must e		nd part time employees other than yourself Part Time Employees				
Nar	ne of Business	Federal ID (or) Social Se	curity No.				
Add	Iress	Telephone No.					
City	State		Zip + 4				
COV	nereby 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.  Signature of Owner or Authorized Representative						
	Title	Date					

#### **BID FORM**

#### CHRIS BROWN CORNER PINE (42-029-15-01)

T49N, R10W, SEC. 26; T49N, R10W, SEC. 27; T49N, R10W, SEC. 34; T49N,

In response to the notice of sale to be held 3:00 p.m. (local time) on April 21, 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>	STIMATED VOLUME*		VERTISED PRICE	<b>BID PRICE</b>
Sawlogs					
Red Pine	30.50	MBF	\$	177.00/MBF	\$
White Pine	256.70	MBF	\$	21.00/MBF	\$
Pulpwood					
Mixed Aspen	101.00	Cords	\$	26.60/Cord	\$
Mixed Hardwood	315.00	Cords	\$	22.00/Cord	\$
Red Pine	81.00	Cords	\$	70.05/Cord	\$
White Pine	1,395.00	Cords	\$	24.50/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,156.95:

PRODUCTS & SPECIES	<b>ESTIMATED VOLUME*</b>		ADVERTISED PRICE	
Sawlogs				
Red Maple	9.40	MBF	\$	105.00/MBF
Pulpwood				
Balsam Fir	71.00	Cords	\$	17.05/Cord
Black Spruce	101.00	Cords	\$	19.40/Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.14 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 SECURITY NUMBER:					
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	dividual or company representative's signature:			Date:		
Phone number : 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.					
Ple	ease Check Appropriate Categories:					
1.	ly business is organized as (you <b>must</b> check <u>one</u> of the boxes below):   Sole Proprietorship (individual)  .  Partnership   Corporation					
2.	<ul> <li>You must check one 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> <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 including family members and active partners (if none, you must e	number of <b>both</b> full and part time employees other than yourself enter "0").  Part Time Employees				
Nar	ame of Business	Federal ID (or) Social Security No.				
Address		Telephone No.				
City	ty State	Zip + 4				
COV	nereby certify that the above information is true and correct. I agree to overage during any of my present and future operations.  Signature of Owner or Authorized Representative	to notify the DNR of any changes that occur in factors affecting my				
	Title	Date				