

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5670**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on July 7, 2016. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

PROSPECTUS NOTE: These sales are being harvested because they have been identified as having the potential for Spruce Budworm Defoliation. The purchaser is encouraged to harvest the area in a timely manner to avoid potential volume loss.

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 Hazel SBW (11-009-16)

Houghton County, Advertised Price \$8,076.05, 10.6 Acres, Aspen, Hardwood.

SALE NOTE: This area has been identified as having, or having the potential for spruce budworm defoliation. The purchaser is encouraged to harvest the sale in a timely manner to avoid substantial product loss.

#### Snowflea SBW (11-022-16)

Baraga County, Advertised Price \$46,146.50, 125.8 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: This stand was identified as having the potential for Spruce Budworm defoliation. This is a pre-salvage harvest. Purchaser should harvest in a timely manner to avoid potential volume loss.

Access may be through private land.

#### BID INSTRUCTIONS (VER. 05/04/2016):

#### 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 July 7, 2016. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

#### 2. Bidder's Qualifications (5/16)

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, the 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 (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. 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 hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

#### 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy 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.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

#### 5. Public Opening of Sealed Bids (5/16)

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 or announce the withdraw of their online bid 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

#### Hazel SBW (11-009-16)

Houghton County (Advertised Price \$8,076.05)

SALE NOTE: This area has been identified as having, or having the potential for spruce budworm defoliation. The purchaser is encouraged to harvest the sale in a timely manner to avoid substantial product loss.

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		ADVERTISED PRIC		
Sawtimber					
Red Maple	2.30	MBF	\$	314.00 / MBF	
Sugar Maple	0.90	MBF	\$	752.00 / MBF	
Pulpwood					
Balsam Fir	8.00	Cords	\$	24.15 / Cord	
Mixed Hardwood	100.00	Cords	\$	29.75 / Cord	
Quaking Aspen	67.00	Cords	\$	31.40 / Cord	
White Spruce	57.00	Cords	\$	24.65 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 28.45 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 \$800.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

#### **Description of Timber by Payment Unit (PU)**

MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
Red Maple	Sawtimber	2.3	MBF	10.6	\$8,076.05
Sugar Maple		0.9	MBF		
Balsam Fir	Pulpwood	8.0	Cords		
Mixed Hardwood		100.0	Cords		
Red Maple		82.0	Cords		
Sugar Maple		18.0	Cords		
Quaking Aspen		67.0	Cords		
White Spruce		57.0	Cords		
	TOTAL:	3.2	MBF		
	TOTAL:	332.0	Cords		
	Red Maple Sugar Maple Balsam Fir Mixed Hardwood Red Maple Sugar Maple Quaking Aspen	Red Maple Sugar Maple Balsam Fir Mixed Hardwood Red Maple Sugar Maple Quaking Aspen White Spruce  Sawtimber Pulpwood Pulpwood Total:	Red Maple         Sawtimber         2.3           Sugar Maple         0.9           Balsam Fir         Pulpwood         8.0           Mixed Hardwood         100.0           Red Maple         82.0           Sugar Maple         18.0           Quaking Aspen         67.0           White Spruce         57.0           TOTAL:         3.2	Red Maple         Sawtimber         2.3         MBF           Sugar Maple         0.9         MBF           Balsam Fir         Pulpwood         8.0         Cords           Mixed Hardwood         100.0         Cords           Red Maple         82.0         Cords           Sugar Maple         18.0         Cords           Quaking Aspen         67.0         Cords           White Spruce         57.0         Cords           TOTAL:         3.2         MBF	Red Maple Sugar Maple Balsam Fir Mixed Hardwood Red Maple Sugar Maple Sugar Maple Balsam Fir Mixed Hardwood Red Maple Sugar Maple Quaking Aspen White Spruce  Sugar Maple TOTAL:  3.2 MBF  10.6  MBF 10.6  10.6  10.9  MBF 10.6  Cords 100.0  Cords 67.0  Cords 57.0  Cords  MBF

#### Sale Specific Conditions & Requirements

Sale Name: Hazel SBW Sale Number: 11-009-16 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not included timber and are to be protected, unless otherwise directed by the sale administrator.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH except: cedar, elm, white pine, red pine, hemlock, and yellow birch, also leave all black cherry, some of the black cherry has been painted with green but all black cherry is to be left, these species are to be protected if present, in addition leave all green marked aspen.

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

Note that Mixed Hardwood includes red and sugar maple.

#### 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.

#### 2.2.8 - 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. Chips are condsidered a product and cannot be stockpiled on site. This is because chip piles inhibit 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 minimum of 60 days notification 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, or chipped, utilized or otherwise removed from the sale.

#### 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. 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, or be chipped, 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 on 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.

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

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

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. 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.

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

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations. Contact Brett French with American Transmission Company at (906) 779-7902

#### 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.

#### 5.2.1.2 - 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.

#### 5.2.2 - 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, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 12/1 to 3/31. This restriction is because this area is within a deer yard

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

Within Payment Unit(s) 1,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 July 15 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.

#### 5.4 - 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)

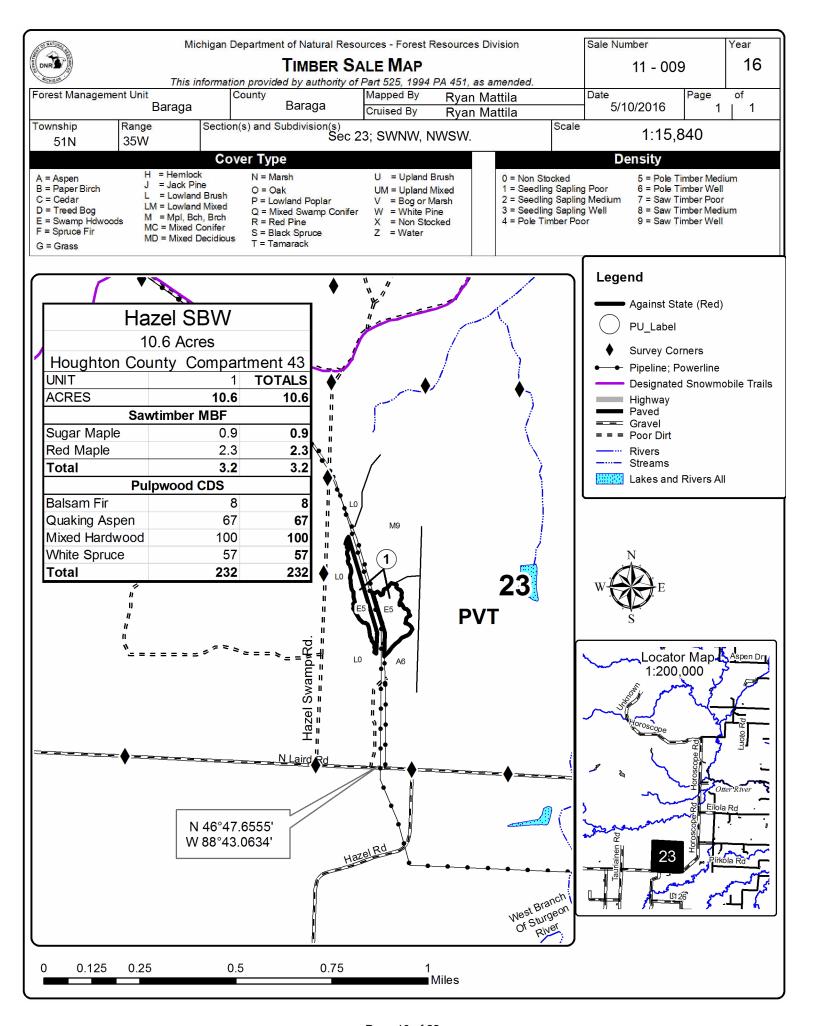
There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine 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.

#### 7.5 - Loss

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

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

Section Name: Sale Specific Current as of 5/11/2016 5:27:02PM



#### TIMBER SALE INFORMATION

#### Snowflea SBW (11-022-16)

Baraga County (Advertised Price \$46,146.50)

SALE NOTE: This stand was identified as having the potential for Spruce Budworm defoliation. This is a pre-salvage harvest. Purchaser should harvest in a timely manner to avoid potential volume loss.

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*		<u>ADV</u>	ADVERTISED PRICE		
Pulpwood						
Balsam Fir	416.00	Cords	\$	24.15 / Cord		
Black Ash	17.00	Cords	\$	29.75 / Cord		
Mixed Hardwood	735.00	Cords	\$	29.75 / Cord		
Mixed Spruce	459.00	Cords	\$	24.65 / Cord		
Paper Birch	86.00	Cords	\$	22.40 / Cord		
Tamarack	19.00	Cords	\$	25.65 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.83 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 06/30/2018.

### **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	95.0	Cords	42.0	\$14,037.15
	Mixed Hardwood		277.0	Cords		
	Red Maple		242.0	Cords		
	Sugar Maple		35.0	Cords		
	Mixed Spruce		103.0	Cords		
	Black Spruce		35.0	Cords		
	White Spruce		68.0	Cords		
	Paper Birch		43.0	Cords		
2	Balsam Fir	Pulpwood	172.0	Cords	43.1	\$17,670.55
	Mixed Hardwood		244.0	Cords		
	Red Maple		204.0	Cords		
	Sugar Maple		40.0	Cords		
	Mixed Spruce		231.0	Cords		
	Black Spruce		117.0	Cords		
	White Spruce		114.0	Cords		
	Paper Birch		16.0	Cords		
	Tamarack		8.0	Cords		
3	Balsam Fir	Pulpwood	149.0	Cords	40.7	\$14,438.80
	Black Ash		17.0	Cords		
	Mixed Hardwood		214.0	Cords		
	Red Maple		203.0	Cords		
	Sugar Maple		11.0	Cords		
	Mixed Spruce		125.0	Cords		
	Black Spruce		76.0	Cords		
	White Spruce		49.0	Cords		
	Paper Birch		27.0	Cords		
	Tamarack		11.0	Cords		
		TOTAL:	2,926.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Snowflea SBW Sale Number: 11-022-16 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red 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, 2 and 3, cut all trees which meet minimum piece specifications in 2.2 Utilization except yellow birch, white pine, red pine, cedar, hemlock, elm, black cherry, and oak if present.

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

Note that Mixed Hardwood pulp consists of sugar maple and red maple. Mixed Spruce pulp consists of white spruce and black spruce.

#### 2.2 - Utilization

#### 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 minimum of 60 days notification 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 or chipped, utilized or otherwise removed from 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 or be chipped, 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

#### 4.2.4 - 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

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

Permission for access across private land is the responsibility of the Purchaser. 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 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 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

#### 5.2.1.1 - 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.

#### 5.2.1.2 - 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.

#### 5.2.2 - 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 all white pine, elm, hemlock, cedar, black cherry, yellow birch and red oak shall be not be harvested or damaged. This restriction is due to them being needed for retention requirements.

#### 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 July 15 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.

#### 5.4 - 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

#### 7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

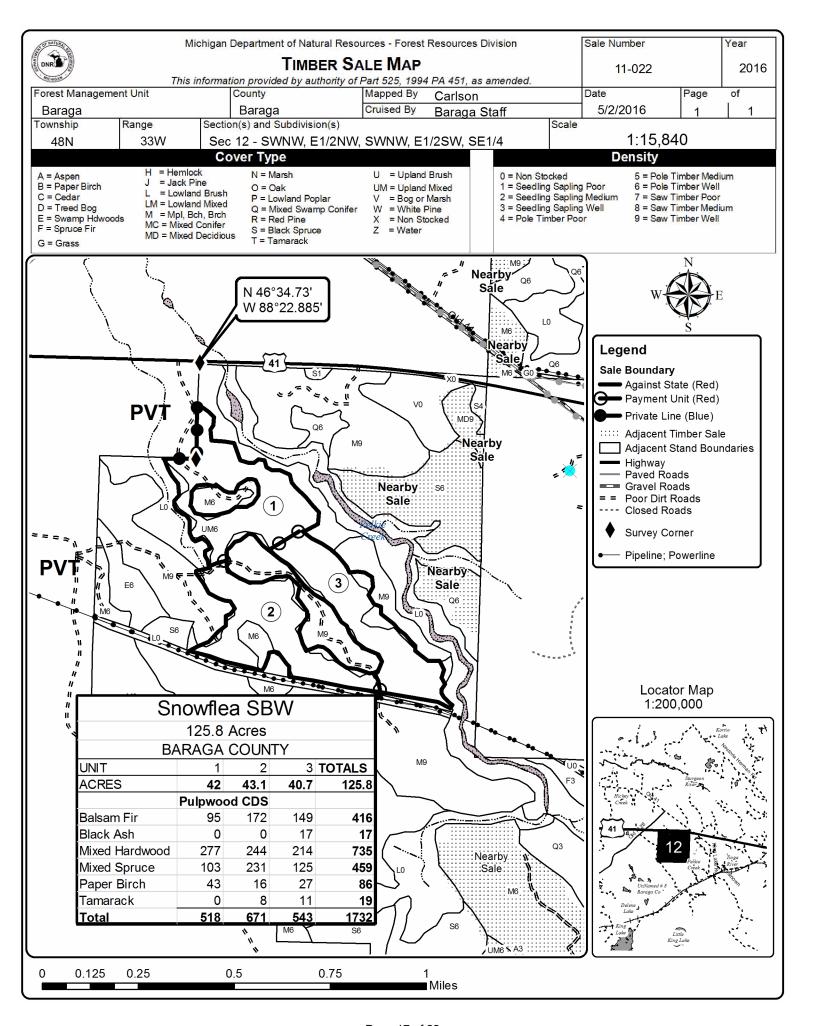
There is no ash or "firewood" in this sale, but it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine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

#### 7.5 - Loss

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

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

Section Name: Sale Specific Current as of 5/12/2016 1:41:50PM



#### BID

BARAGA MANAGEMENT UNIT BARAGA OFFICE

## Snowflea SBW (11-022-16)

; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on July 7, 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.

<b>ESTIMATED</b>	<b>VOLUME*</b>	ADVERTISED PRICE		<b>BID PRICE</b>
416.00	Cords	\$	24.15/Cord	\$
17.00	Cords	\$	29.75/Cord	\$
735.00	Cords	\$	29.75/Cord	\$
459.00	Cords	\$	24.65/Cord	\$
86.00	Cords	\$	22.40/Cord	\$
19.00	Cords	\$	25.65/Cord	\$
	416.00 17.00 735.00 459.00 86.00	416.00 Cords 17.00 Cords 735.00 Cords 459.00 Cords 86.00 Cords 19.00 Cords	416.00 Cords \$ 17.00 Cords \$ 735.00 Cords \$ 459.00 Cords \$ 86.00 Cords \$	416.00 Cords \$ 24.15/Cord 17.00 Cords \$ 29.75/Cord 735.00 Cords \$ 29.75/Cord 459.00 Cords \$ 24.65/Cord 86.00 Cords \$ 22.40/Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.83 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 SECU	IRITY NUMBER:	
	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 T	HE ABOVE BOX.
Individual	or company representative's signature	re:		Date:
Phone nu	ımber :	Email (c	optional):	

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



#### Michigan Department of Natural Resources Forest Resources Division

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

As required by Act 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as a						
VE	RIFICATION OF WORKER'S DISABILITY	Y COMPENSATION	ON ACT COMPLIANCE				
•	This verification must be completed and s sale contract.	ubmitted within 2	1 days of contract award and prior to the issuance of the timber				
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted with twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed ex	xcept for written s	ignatures.				
Ple	ease Check Appropriate Categories:						
1.	My business is organized as (you <b>must</b> of A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	check <u>one</u> of the t	poxes below):				
2.	Worker's Compensation Laws.	rship and it has no	employees but the sole proprietor. I am not subject to the ker's Compensation Act through the use of an approved Notice of				
			he Notice of Exclusion within 21 days of the contract award. (For er's Compensation Bureau at 517-322-1195).				
	C.   I certify my business has a Worker's Coone (21) days of the contract award.	ompensation Policy	. I will provide an original Certificate of Insurance within twenty-				
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members a		e the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").				
	Full-time Em	ployees	Part-time Employees				
Nam	ne of Business		Federal ID (or) Social Security No.				
Addı	ress		Telephone ( )				
City	,	State	ZIP				
	ereby certify that the above information is to actors affecting my coverage during any of		I agree to notify the Michigan DNR of any changes that occur future operations.				

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

Date

PR 4031-5 (Rev. 10/30/2012)

EEDEDAI ID:

#### BID

BARAGA MANAGEMENT UNIT BARAGA OFFICE

#### Hazel SBW (11-009-16) ; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on July 7, 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 Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE
Red Maple	2.30	MBF	\$	314.00/MBF	\$
Sugar Maple	0.90	MBF	\$	752.00/MBF	\$
Pulpwood					
Balsam Fir	8.00	Cords	\$	24.15/Cord	\$
Mixed Hardwood	100.00	Cords	\$	29.75/Cord	\$
Quaking Aspen	67.00	Cords	\$	31.40/Cord	\$
White Spruce	57.00	Cords	\$	24.65/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 28.45 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.

	LDEIVAL ID		AL OLOGICITI NOMBLIC	<sup>-</sup>			
	Company or individual bidding:			<u></u>			
	Company representative's name:						
	Address:			<u></u>			
	City:	State:	Zip:				
IF AVAIL	ABLE, PLEASE PLACE THE PER	SONALIZED LABE	L FROM YOUR PROSPEC	TUS IN THE ABOVE BOX.			
Individual	l or company representative's signa	ature:		Date:			
Phone nu	ımber :		Email (optional):				

or SOCIAL SECUDITY NUMBED.

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



#### Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended

Signature of Owner or Authorized Representative

Title

Part 5 of Act 451 of 1994, as amended.		
VE	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 twenty-one (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	Please Check Appropriate Categories:	
1.	<ol> <li>My business is organized as (you must check one of the box.</li> <li>A.          Sole Proprietorship (individual)     </li> <li>B.          Partnership         C.          Corporation     </li> </ol>	es below):
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify 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 my business has satisfied its o bligation 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 my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>	
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate th than yourself, including family members and active partners (i</li> <li>Full-time Employees</li> </ol>	
Name of Business		deral ID (or) Social Security No.
Address		ephone )
City	City State ZIF	
	hereby certify that the above information is true and correct. I ag in factors affecting my coverage during any of my present and futu	

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

Date