



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #5741**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on December 6, 2016.

LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, BARAGA MANAGEMENT UNIT, for certain timber on the following described lands:

Lost Hen SBW (11-002-16)

Baraga County, Advertised Price \$66,855.70, 160.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Access may be through private land.

Sante River Hardwoods (11-006-16)

Houghton County, Advertised Price \$123,514.00, 168.2 Acres, Hardwood, Sugar Maple.

SALE NOTE: Access may be through private land.

Acid Rain (11-010-16)

Houghton County, Advertised Price \$125,307.00, 112.0 Acres, Hardwood, Sugar Maple.

SALE NOTE: This sales marked units that have been cruised using V-bar tally, NOT 100% mark and tally that has been used in the past.

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.

## BID INSTRUCTIONS (VER. 09/02/2016):

### 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 December 6, 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](http://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 (7/16)

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 withdrawal 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](http://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 (7/16)

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.

#### 12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

#### 13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

KEITH CREAGH

Director

# TIMBER SALE INFORMATION

## Lost Hen SBW (11-002-16)

Baraga County (Advertised Price \$66,855.70)

SALE NOTE: Access may be through private land.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Black Cherry	2.20 MBF	\$ 267.00 / MBF
Paper Birch	1.70 MBF	\$ 37.00 / MBF
Red Maple	0.40 MBF	\$ 370.00 / MBF
Sugar Maple	7.10 MBF	\$ 855.00 / MBF
Pulpwood		
Balsam Fir	356.00 Cords	\$ 22.35 / Cord
Black Ash	18.00 Cords	\$ 30.20 / Cord
Black Spruce	209.00 Cords	\$ 24.75 / Cord
Mixed Hardwood	1,048.00 Cords	\$ 30.20 / Cord
Paper Birch	103.00 Cords	\$ 29.85 / Cord
Quaking Aspen	65.00 Cords	\$ 32.25 / Cord
Tamarack	11.00 Cords	\$ 19.30 / Cord
White Spruce	375.00 Cords	\$ 24.75 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.12 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

### **BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$7,000.00 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.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Balsam Fir	Pulpwood	23.0	Cords	12.4	\$2,900.75	
	Mixed Hardwood		61.0	Cords			
	<i>Black Cherry</i>		5.0	<i>Cords</i>			
	<i>Sugar Maple</i>		56.0	<i>Cords</i>			
	White Spruce		22.0	Cords			
2	Paper Birch	Sawtimber	0.8	MBF	24.7	\$9,645.50	
	Balsam Fir	Pulpwood	76.0	Cords			
	Black Spruce		7.0	Cords			
	Mixed Hardwood		99.0	Cords			
	<i>Black Cherry</i>		4.0	<i>Cords</i>			
	<i>Red Maple</i>		80.0	<i>Cords</i>			
	<i>Sugar Maple</i>		15.0	<i>Cords</i>			
	Paper Birch		35.0	Cords			
	Quaking Aspen		26.0	Cords			
	White Spruce		116.0	Cords			
	3		Paper Birch	Sawtimber			0.9
Sugar Maple			0.9	MBF			
Balsam Fir		Pulpwood	206.0	Cords			
Black Spruce			147.0	Cords			
Mixed Hardwood			310.0	Cords			
<i>Black Cherry</i>			47.0	<i>Cords</i>			
<i>Red Maple</i>			220.0	<i>Cords</i>			
<i>Sugar Maple</i>			43.0	<i>Cords</i>			
Paper Birch			56.0	Cords			
Quaking Aspen			39.0	Cords			
Tamarack			5.0	Cords			
White Spruce			191.0	Cords			
4			Balsam Fir	Pulpwood	7.0	Cords	13.7
	Mixed Hardwood	126.0	Cords				
	<i>Black Cherry</i>	26.0	<i>Cords</i>				
	<i>Red Maple</i>	45.0	<i>Cords</i>				
	<i>Sugar Maple</i>	55.0	<i>Cords</i>				
5	Black Cherry	Sawtimber	2.2	MBF	30.5	\$14,843.50	
	Red Maple		0.4	MBF			
	Sugar Maple		5.9	MBF			
	Balsam Fir	Pulpwood	9.0	Cords			
	Mixed Hardwood		291.0	Cords			
	<i>Black Cherry</i>		58.0	<i>Cords</i>			
	<i>Red Maple</i>		43.0	<i>Cords</i>			
	<i>Sugar Maple</i>		190.0	<i>Cords</i>			
	White Spruce		3.0	Cords			
	6		Sugar Maple	Sawtimber			0.3
Balsam Fir		Pulpwood	35.0	Cords			
Black Ash			18.0	Cords			
Black Spruce			55.0	Cords			
Mixed Hardwood			161.0	Cords			
<i>Black Cherry</i>			<i>Sawtimber</i>	0.7	<i>MBF</i>		
<i>Black Cherry</i>			<i>Pulpwood</i>	20.0	<i>Cords</i>		
<i>Red Maple</i>			105.0	<i>Cords</i>			
<i>Sugar Maple</i>			35.0	<i>Cords</i>			
Paper Birch			12.0	Cords			
Tamarack			6.0	Cords			
White Spruce			43.0	Cords			
TOTAL:			11.4	MBF			

TOTAL:	2,185.0	Cords
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## Sale Specific Conditions & Requirements

**Sale Name: Lost Hen SBW**

**Sale Number: 11-002-16 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 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

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

Within Payment Unit(s) 3, cut all trees that are two (2) inches or more at DBH except red oak, hemlock, white pine, cedar, black cherry, yellow birch or elm if present. These trees are not Included Timber and are to be protected.

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

Within Payment Unit(s) 1, 2, and 6, cut all trees which meet minimum piece specifications in 2.2 Utilization except yellow birch, white pine, cedar, hemlock, elm, black cherry and oak if present. Also, in Payment Unit 6, do not harvest any black spruce, white spruce or balsam fir that are marked with green paint.

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

Within Payment Unit(s) 4 and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. All trees shall be pulled back across any exterior red or blue lines.

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

Note that Mixed Hardwood pulp consists of sugar maple, yellow birch, black cherry and red 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.

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

Skidding of unlimbed tops or lengths over 26 feet is not permissible in Payment Units 4 and 5 unless approved by the Unit Manager or his/her representative.

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

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

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

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

### 3 - Payments

#### 3.4 - Damaged Timber

##### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to merchantable trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.



## 4 - Transportation

### 4.1 - Construction

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

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

#### 4.2.2 - 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 administrator 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.

### 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

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

Within Payment Unit(s) 1, 2, 3, 4, 5 and 6, unless changed by written agreement, clean up and seeding activities on landings, decking areas, new roads, berms used for road closures and major skid trails must be completed by 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.

#### 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Prior to operations contact Baraga Tourism to have

the trial signed, 906-524-7444.

#### 5.4 - Soil Protection

##### 5.4.1 - Rutting restriction, general (7/16)

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.

##### 5.4.3 - 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.

### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on Old 41 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

### 7 - Other Conditions

#### 7.3 - Contract Modifications

##### 7.3.1 - Emerald Ash Borer

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

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

#### 7.5 - Loss

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

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



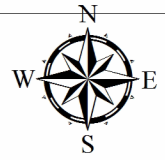
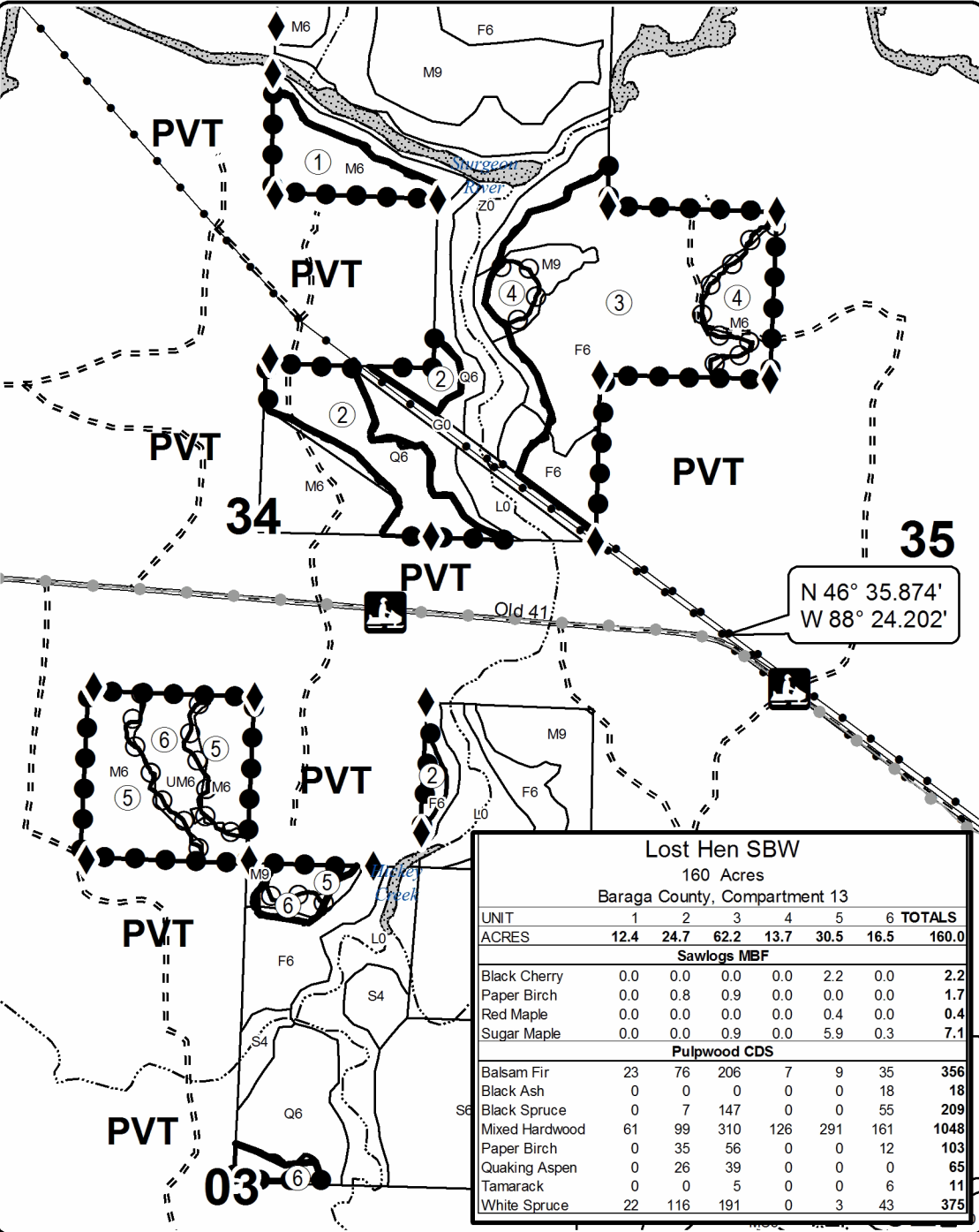
# TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number	Year
11-002	2016

Forest Management Unit Baraga	County Baraga	Mapped By Carlson	Date 8/17/2016	Page 1	of 1
Township 48 & 49N	Range 33W	Section(s) and Subdivision(s) See Map	Scale 1:15,840		

Cover Type				Density	
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Tread Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water		
G = Grass	MD = Mixed Deciduous	T = Tamarack			



**Legend**

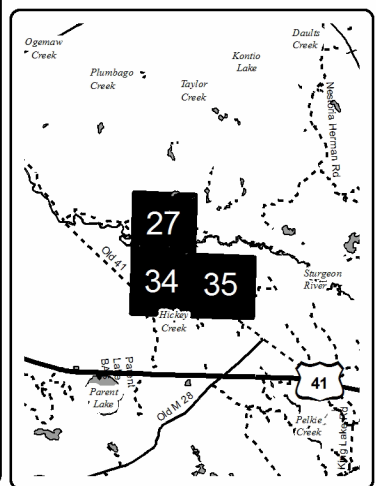
- Against State (Red)
- ○ Payment Unit (Red)
- ● Private Line (Blue)
- Pipeline; Powerline
- Stand Boundaries
- == Gravel Roads
- - - Poor Dirt Roads
- ◆ Survey Corner
- Recreational Trail
- Streams

**Trail\_Symbols**

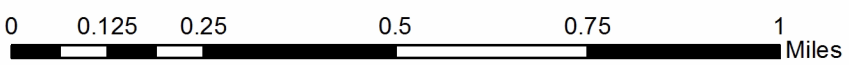
**Trail\_Symbol\_Name**

- ☎ Snowmobile Trails
- ▨ Lakes and Rivers
- All

Locator Map  
1:200,000



Lost Hen SBW						
160 Acres						
Baraga County, Compartment 13						
UNIT	1	2	3	4	5	6 TOTALS
ACRES	12.4	24.7	62.2	13.7	30.5	16.5 160.0
<b>Sawlogs MBF</b>						
Black Cherry	0.0	0.0	0.0	0.0	2.2	0.0 2.2
Paper Birch	0.0	0.8	0.9	0.0	0.0	0.0 1.7
Red Maple	0.0	0.0	0.0	0.0	0.4	0.0 0.4
Sugar Maple	0.0	0.0	0.9	0.0	5.9	0.3 7.1
<b>Pulpwood CDS</b>						
Balsam Fir	23	76	206	7	9	35 356
Black Ash	0	0	0	0	0	18 18
Black Spruce	0	7	147	0	0	55 209
Mixed Hardwood	61	99	310	126	291	161 1048
Paper Birch	0	35	56	0	0	12 103
Quaking Aspen	0	26	39	0	0	0 65
Tamarack	0	0	5	0	0	6 11
White Spruce	22	116	191	0	3	43 375



# TIMBER SALE INFORMATION

## Sante River Hardwoods (11-006-16)

Houghton County (Advertised Price \$123,514.00)

SALE NOTE: Access may be through private land.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Black Ash	0.50 MBF	\$ 85.00 / MBF
Black Cherry	1.60 MBF	\$ 302.00 / MBF
Paper Birch	0.80 MBF	\$ 42.00 / MBF
Red Maple	44.80 MBF	\$ 420.00 / MBF
Sugar Maple	66.80 MBF	\$ 969.00 / MBF
White Spruce	6.60 MBF	\$ 43.00 / MBF
Yellow Birch	3.20 MBF	\$ 260.00 / MBF
Pulpwood		
Balsam Fir	28.00 Cords	\$ 25.30 / Cord
Black Ash	7.00 Cords	\$ 34.20 / Cord
Mixed Hardwood	1,000.00 Cords	\$ 34.20 / Cord
Paper Birch	28.00 Cords	\$ 33.85 / Cord
Quaking Aspen	21.00 Cords	\$ 36.55 / Cord
White Spruce	51.00 Cords	\$ 28.05 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 20.38 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 \$10,000.00 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.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Red Maple	Sawtimber	16.1	MBF	29.5	\$39,912.50	
	Sugar Maple		24.4	MBF			
	Yellow Birch		0.1	MBF			
	Balsam Fir		Pulpwood	3.0			Cords
	Mixed Hardwood			275.0			Cords
	<i>Red Maple</i>			52.0			<i>Cords</i>
	<i>Sugar Maple</i>			222.0			<i>Cords</i>
	<i>Yellow Birch</i>			1.0			<i>Cords</i>
	2		Black Ash	Sawtimber			0.3
Red Maple		7.9	MBF				
Sugar Maple		7.8	MBF				
White Spruce		1.5	MBF				
Yellow Birch		1.1	MBF				
Balsam Fir		Pulpwood	5.0		Cords		
Black Ash			1.0		Cords		
Mixed Hardwood			200.0		Cords		
<i>Red Maple</i>			29.0		<i>Cords</i>		
<i>Sugar Maple</i>			167.0		<i>Cords</i>		
<i>Yellow Birch</i>			4.0		<i>Cords</i>		
White Spruce			3.0		Cords		
3			Black Ash		Sawtimber	0.2	MBF
	Black Cherry	0.2	MBF				
	Red Maple	6.5	MBF				
	Sugar Maple	12.5	MBF				
	White Spruce	0.7	MBF				
	Yellow Birch	1.3	MBF				
	Balsam Fir	Pulpwood	3.0	Cords			
	Black Ash		1.0	Cords			
	Mixed Hardwood		134.0	Cords			
	<i>Black Cherry</i>		1.0	<i>Cords</i>			
	<i>Red Maple</i>		19.0	<i>Cords</i>			
	<i>Sugar Maple</i>		111.0	<i>Cords</i>			
	<i>Yellow Birch</i>		3.0	<i>Cords</i>			
	White Spruce		1.0	Cords			
4	Black Cherry	Sawtimber	0.5	MBF	29.5	\$25,190.55	
	Red Maple		5.5	MBF			
	Sugar Maple		17.2	MBF			
	White Spruce		1.6	MBF			
	Yellow Birch		0.7	MBF			
	Balsam Fir		Pulpwood	2.0			Cords
	Mixed Hardwood			166.0			Cords
	<i>Black Cherry</i>			1.0			<i>Cords</i>
	<i>Red Maple</i>			18.0			<i>Cords</i>
	<i>Sugar Maple</i>			145.0			<i>Cords</i>
	<i>Yellow Birch</i>			2.0			<i>Cords</i>
	White Spruce			3.0			Cords
	5			Black Cherry			Sawtimber
Red Maple		5.5	MBF				
Sugar Maple		4.9	MBF				
White Spruce		2.8	MBF				
Balsam Fir		Pulpwood	8.0	Cords			
Mixed Hardwood			111.0	Cords			
<i>Black Cherry</i>			3.0	<i>Cords</i>			
<i>Red Maple</i>			20.0	<i>Cords</i>			
<i>Sugar Maple</i>			88.0	<i>Cords</i>			
White Spruce			6.0	Cords			

**Description of Timber by Payment Unit (PU), con't**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6	Paper Birch	Sawtimber	0.8	MBF	9.2	\$8,447.75
	Red Maple		3.3	MBF		
	Balsam Fir	Pulpwood	7.0	Cords		
	Black Ash		5.0	Cords		
	Mixed Hardwood		114.0	Cords		
	<i>Red Maple</i>		<i>107.0</i>	<i>Cords</i>		
	<i>Yellow Birch</i>		<i>7.0</i>	<i>Cords</i>		
	Paper Birch		28.0	Cords		
	Quaking Aspen		21.0	Cords		
	White Spruce		38.0	Cords		
TOTAL:			124.3	MBF		
TOTAL:			1,135.0	Cords		

## Sale Specific Conditions & Requirements

**Sale Name: Sante River Hardwoods**

**Sale Number: 11-006-16 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 blue and red paint. Exterior sale boundary lines against private are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior unit boundary lines are also marked with red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 6, cut all trees which meet minimum piece specifications in 2.2 Utilization except cedar and hemlock. Also, do not cut any yellow birch over 20" DBH. If present, do not cut any white pine, red oak and elm.

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

Within Payment Unit(s) 1, 2, 3, 4 and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. All trees shall be pulled back across any red or blue lines.

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

Note that mixed hardwood pulp includes black cherry, red maple, sugar maple and yellow birch.

#### 2.2 - Utilization

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

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

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

Skidding of unlimbed tops or lengths over 26 feet is not permissible (other than in Payment Unit 6) unless approved by the Unit Manager or his/her representative.

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

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

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

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



Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

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

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal. 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 for crossings on State Forest Land, will be obtained by the DNR. 90 day advance notice is needed to process any permit applications.

#### 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, and may 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. 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 administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

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

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

### 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private land-owner may be required by the DNR.

## 5 - Operations

### 5.1 - Notification

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

A pre-sale conference on site, by telephone or in the office, 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, 3, 4 and 5, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 15 to March 31. This restriction is because of bark slip and road restrictions.

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

Within Payment Unit(s) 1, 2, 3, 4, 5 and 6, unless changed by written agreement, all clean up activities are to be completed by June 30. This restriction is to let the area revegetate 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 (7/16)

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.

## **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 and emerald ash borer. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.



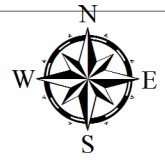
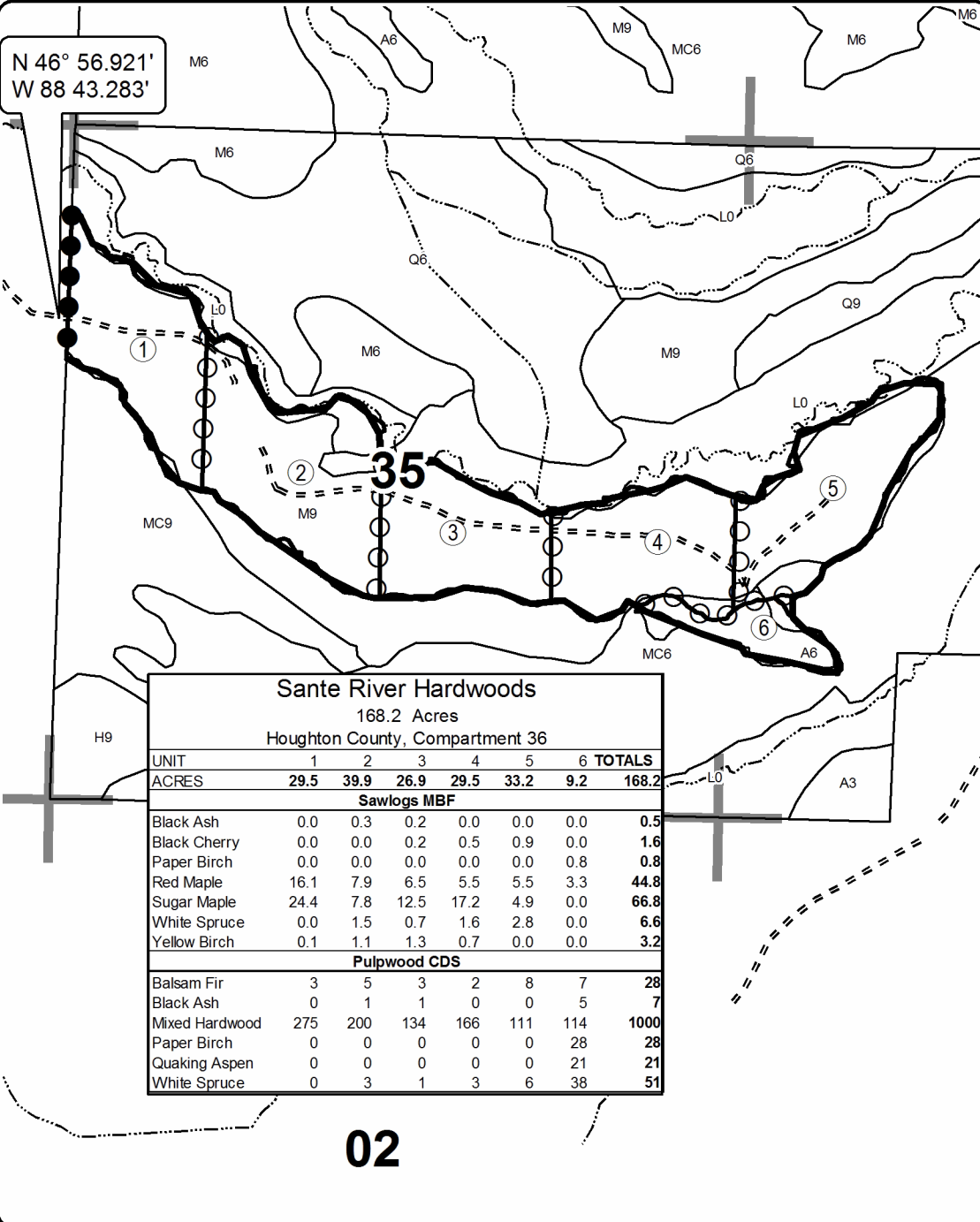
# TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

Sale Number	Year
11-006	2016

Forest Management Unit	County	Mapped By	Date	Page	of
Baraga	Houghton	Carlson	8/17/2016	1	1
Township	Range	Section(s) and Subdivision(s)	Scale		
53N	35W	Sections 35 and 36 (see map)	1:15,840		

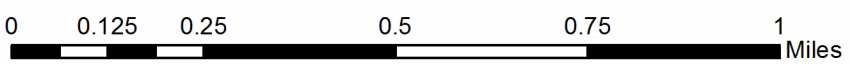
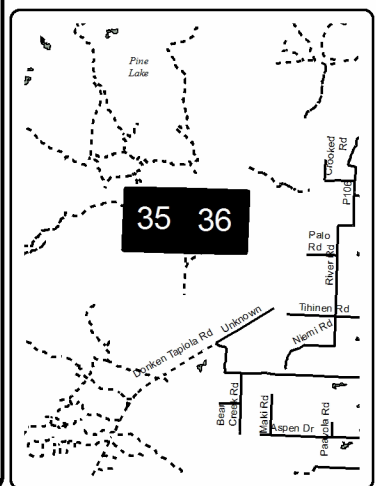
Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Tread Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					



Legend	
	Against State (Red)
	Payment Unit (Red)
	Private Line (Blue)
	Section Corners
	Stand Boundaries
	Poor Dirt Roads
	Streams

Sante River Hardwoods						
168.2 Acres						
Houghton County, Compartment 36						
UNIT	1	2	3	4	5	6 TOTALS
ACRES	29.5	39.9	26.9	29.5	33.2	9.2 168.2
Sawlogs MBF						
Black Ash	0.0	0.3	0.2	0.0	0.0	0.5
Black Cherry	0.0	0.0	0.2	0.5	0.9	1.6
Paper Birch	0.0	0.0	0.0	0.0	0.0	0.8
Red Maple	16.1	7.9	6.5	5.5	5.5	44.8
Sugar Maple	24.4	7.8	12.5	17.2	4.9	66.8
White Spruce	0.0	1.5	0.7	1.6	2.8	6.6
Yellow Birch	0.1	1.1	1.3	0.7	0.0	3.2
Pulpwood CDS						
Balsam Fir	3	5	3	2	8	28
Black Ash	0	1	1	0	0	7
Mixed Hardwood	275	200	134	166	111	1000
Paper Birch	0	0	0	0	0	28
Quaking Aspen	0	0	0	0	0	21
White Spruce	0	3	1	3	6	51

Locator Map  
1:200,000



# TIMBER SALE INFORMATION

## Acid Rain (11-010-16)

Houghton County (Advertised Price \$125,307.00)

SALE NOTE: This sales marked units that have been cruised using V-bar tally, NOT 100% mark and tally that has been used in the past.

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.

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Basswood	17.10 MBF	\$ 213.00 / MBF
Red Maple	69.90 MBF	\$ 420.00 / MBF
Red Oak	5.50 MBF	\$ 339.00 / MBF
Sugar Maple	68.50 MBF	\$ 969.00 / MBF
Yellow Birch	7.70 MBF	\$ 340.00 / MBF
Pulpwood		
Balsam Fir	13.00 Cords	\$ 25.30 / Cord
Basswood	28.00 Cords	\$ 15.00 / Cord
Hemlock	1.00 Cords	\$ 25.50 / Cord
Mixed Hardwood	593.00 Cords	\$ 34.20 / Cord
White Spruce	14.00 Cords	\$ 28.05 / Cord

\* 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 \$13,000.00 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.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE					
1	Basswood	Sawtimber	10.4	MBF	43.5	\$47,427.25					
	Red Maple		25.7	MBF							
	Red Oak		3.6	MBF							
	Sugar Maple		25.5	MBF							
	Yellow Birch		1.4	MBF							
	Balsam Fir		Pulpwood	8.0			Cords				
	Basswood			18.0			Cords				
	Mixed Hardwood			218.0			Cords				
	<i>Ironwood</i>			1.0			<i>Cords</i>				
	<i>Red Maple</i>			87.0			<i>Cords</i>				
	<i>Red Oak</i>			8.0			<i>Cords</i>				
	<i>Sugar Maple</i>			114.0			<i>Cords</i>				
	<i>Yellow Birch</i>			8.0			<i>Cords</i>				
	White Spruce			3.0			Cords				
	2			Basswood			Sawtimber	5.5	MBF	23.3	\$25,313.70
Red Maple		13.7	MBF								
Red Oak		1.9	MBF								
Sugar Maple		13.6	MBF								
Yellow Birch		0.8	MBF								
Balsam Fir		Pulpwood	4.0	Cords							
Basswood			9.0	Cords							
Mixed Hardwood			117.0	Cords							
<i>Red Maple</i>			47.0	<i>Cords</i>							
<i>Red Oak</i>			5.0	<i>Cords</i>							
<i>Sugar Maple</i>			61.0	<i>Cords</i>							
<i>Yellow Birch</i>			4.0	<i>Cords</i>							
White Spruce			2.0	Cords							
3			Basswood	Sawtimber	1.2	MBF		29.6	\$33,800.70		
			Red Maple		19.4	MBF					
	Sugar Maple	21.5	MBF								
	Basswood	Pulpwood	1.0		Cords						
	Mixed Hardwood		133.0		Cords						
	<i>Ironwood</i>		1.0		<i>Cords</i>						
	<i>Red Maple</i>		56.0		<i>Cords</i>						
	<i>Sugar Maple</i>		75.0		<i>Cords</i>						
	<i>Yellow Birch</i>		1.0		<i>Cords</i>						
	4		Red Maple		Sawtimber	11.1	MBF			15.6	\$18,765.35
Sugar Maple		7.9	MBF								
Yellow Birch		5.5	MBF								
Balsam Fir		Pulpwood	1.0	Cords							
Hemlock			1.0	Cords							
Mixed Hardwood			125.0	Cords							
<i>Red Maple</i>			76.0	<i>Cords</i>							
<i>Sugar Maple</i>			32.0	<i>Cords</i>							
<i>Yellow Birch</i>			17.0	<i>Cords</i>							
White Spruce			9.0	Cords							
TOTAL:			168.7	MBF							
TOTAL:			649.0	Cords							

## Sale Specific Conditions & Requirements

**Sale Name: Acid Rain**

**Sale Number: 11-010-16 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 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, unless otherwise directed by the sale administrator.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, & 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

Note that Mixed Hardwoods includes Hard and Red Maple, Red Oak, Yellow Birch, and Ironwood.

#### 2.2 - Utilization

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

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

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

Skidding of unlimbed tops or lengths over 26 feet is not permissible, unless approved by the Unit Manager or his/her representative.

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

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

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

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Chips are considered 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

##### 4.1.3 - 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. These roads must be rendered impassable to cars and trucks. 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 administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

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

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

### 4.3 - Public Right-of-Way

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit 1 and the Pike Lake Rd.

## 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



#### 5.2.1.8 - 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, 3 and 4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 15 to March 31. This restriction is because of bark slip and road restrictions.

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

Within Payment Unit(s) 1, 2, 3, & 4, 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.

#### 5.2.41 - Snowmobile trail protection (9/11)

The Alston trail is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. Any trucking of forest products shall only occur from Monday to Thursday during daylight hours. This maintenance/restoration must be done to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

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.

## **6 - Safety and Fire Prevention**

### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on Pike Lake Rd prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

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

The Purchaser is responsible for posting and maintaining caution signs on the Alston 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 sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

## **7 - Other Conditions**

### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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

### 7.5 - Loss

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

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



Sale Number	Year
11 - 010	16

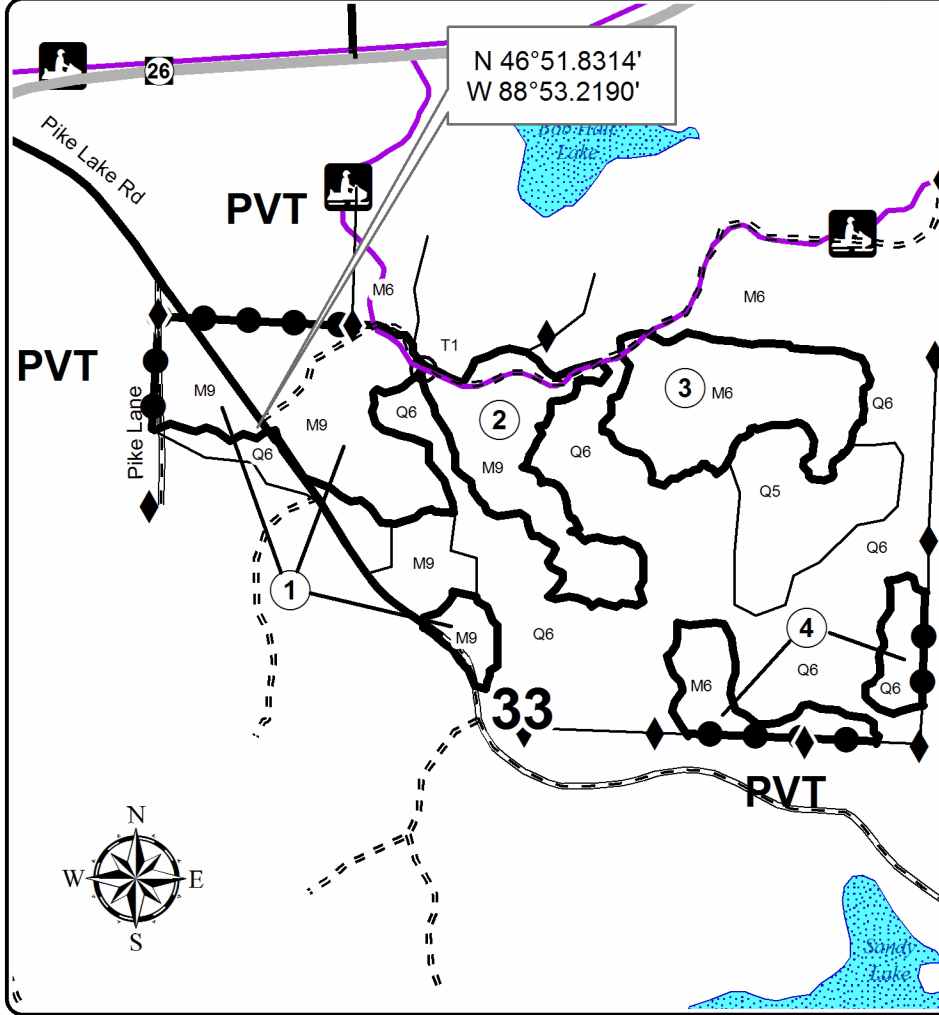
# TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

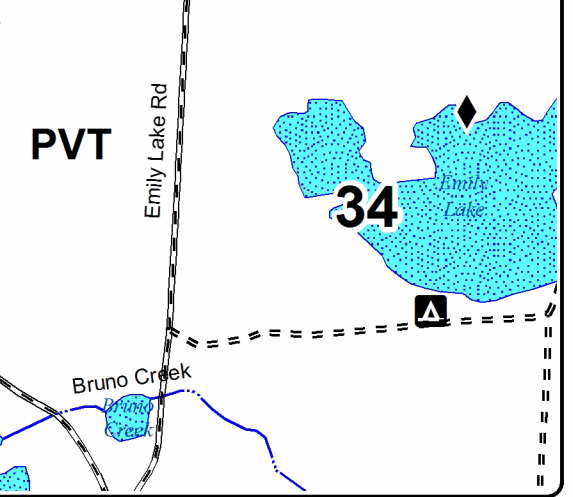
Forest Management Unit Baraga	County Houghton	Mapped By Ryan Mattila	Date 8/2/2016	Page 1	of 1
Township 52N	Range 36W	Section(s) and Subdivision(s) Sec 33; NE1/4, N1/2NW, SENW.	Scale 1:15,840		

Cover Type			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh
D = Tread Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water
G = Grass	MD = Mixed Deciduous	T = Tamarack	

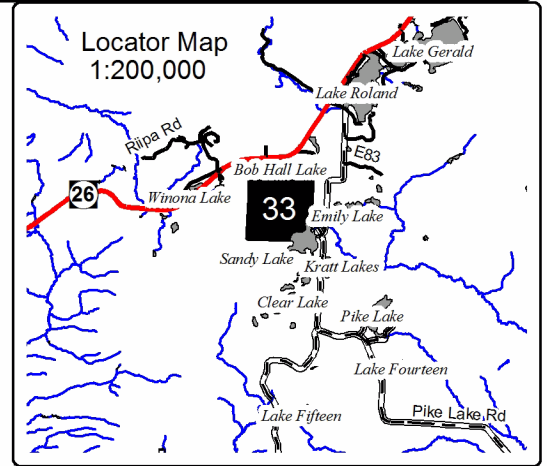
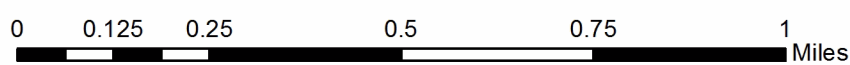
Density	
0 = Non Stocked	5 = Pole Timber Medium
1 = Seedling Sapling Poor	6 = Pole Timber Well
2 = Seedling Sapling Medium	7 = Saw Timber Poor
3 = Seedling Sapling Well	8 = Saw Timber Medium
4 = Pole Timber Poor	9 = Saw Timber Well



Acid Rain					
112.0 Acres					
Houghton County, Compartment 54					
UNIT	1	2	3	4	TOTALS
ACRES	43.5	23.3	29.6	15.6	112.0
Sawtimber MBF					
Basswood	10.4	5.5	1.2	0	17.1
Red Maple	25.7	13.7	19.4	11.1	69.9
Red Oak	3.6	1.9	0	0	5.5
Sugar Maple	25.5	13.6	21.5	7.9	68.5
Yellow Birch	1.4	0.8	0	5.5	7.7
<b>Total</b>	<b>66.6</b>	<b>35.5</b>	<b>42.1</b>	<b>24.5</b>	<b>168.7</b>
Pulpwood CDS					
Balsam Fir	8	4	0	1	13
Basswood	18	9	1	0	28
Hemlock	0	0	0	1	1
Mixed Hardwood	218	117	133	125	593
White Spruce	3	2	0	9	14
<b>Total</b>	<b>247</b>	<b>132</b>	<b>134</b>	<b>136</b>	<b>649</b>



Legend			
	Against State (Red)		Designated Snowmobile Trails
	Payment Unit (Red)		Highway
	Private Line (Blue)		Paved
	PU_Label		Gravel
	Survey Corners		Poor Dirt
	State Forest Campgrounds		Lakes and Rivers All
			Rivers
			Snowmobile Trails





Lost Hen SBW (11-002-16)  
 ; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on December 6, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
<b>Sawtimber</b>			
Black Cherry	2.20 MBF	\$ 267.00/MBF	\$ _____
Paper Birch	1.70 MBF	\$ 37.00/MBF	\$ _____
Red Maple	0.40 MBF	\$ 370.00/MBF	\$ _____
Sugar Maple	7.10 MBF	\$ 855.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	356.00 Cords	\$ 22.35/Cord	\$ _____
Black Ash	18.00 Cords	\$ 30.20/Cord	\$ _____
Black Spruce	209.00 Cords	\$ 24.75/Cord	\$ _____
Mixed Hardwood	1,048.00 Cords	\$ 30.20/Cord	\$ _____
Paper Birch	103.00 Cords	\$ 29.85/Cord	\$ _____
Quaking Aspen	65.00 Cords	\$ 32.25/Cord	\$ _____
Tamarack	11.00 Cords	\$ 19.30/Cord	\$ _____
White Spruce	375.00 Cords	\$ 24.75/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 10.12 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (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**



<b>FOR DEPARTMENT USE ONLY</b>
Sale Number (XX - XXX - XX - XX)
Forest Management Unit:

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

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

### 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.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  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.
  - B.  I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify 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.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Acid Rain (11-010-16)  
 ; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on December 6, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
<b>Sawtimber</b>			
Basswood	17.10 MBF	\$ 213.00/MBF	\$ _____
Red Maple	69.90 MBF	\$ 420.00/MBF	\$ _____
Red Oak	5.50 MBF	\$ 339.00/MBF	\$ _____
Sugar Maple	68.50 MBF	\$ 969.00/MBF	\$ _____
Yellow Birch	7.70 MBF	\$ 340.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	13.00 Cords	\$ 25.30/Cord	\$ _____
Basswood	28.00 Cords	\$ 15.00/Cord	\$ _____
Hemlock	1.00 Cords	\$ 25.50/Cord	\$ _____
Mixed Hardwood	593.00 Cords	\$ 34.20/Cord	\$ _____
White Spruce	14.00 Cords	\$ 28.05/Cord	\$ _____

\*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: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (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**



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

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

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

### 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.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  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.
  - B.  I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify 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.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



FORM

Sante River Hardwoods (11-006-16)  
; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on December 6, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
<b>Sawtimber</b>			
Black Ash	0.50 MBF	\$ 85.00/MBF	\$ _____
Black Cherry	1.60 MBF	\$ 302.00/MBF	\$ _____
Paper Birch	0.80 MBF	\$ 42.00/MBF	\$ _____
Red Maple	44.80 MBF	\$ 420.00/MBF	\$ _____
Sugar Maple	66.80 MBF	\$ 969.00/MBF	\$ _____
White Spruce	6.60 MBF	\$ 43.00/MBF	\$ _____
Yellow Birch	3.20 MBF	\$ 260.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	28.00 Cords	\$ 25.30/Cord	\$ _____
Black Ash	7.00 Cords	\$ 34.20/Cord	\$ _____
Mixed Hardwood	1,000.00 Cords	\$ 34.20/Cord	\$ _____
Paper Birch	28.00 Cords	\$ 33.85/Cord	\$ _____
Quaking Aspen	21.00 Cords	\$ 36.55/Cord	\$ _____
White Spruce	51.00 Cords	\$ 28.05/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 20.38 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: \_\_\_\_\_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone number : \_\_\_\_\_ Email (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**



<b>FOR DEPARTMENT USE ONLY</b>
Sale Number (XX - XXX - XX - XX)
Forest Management Unit:

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

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

### 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.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
2. You **must** check one of the boxes below:
  - A.  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.
  - B.  I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify 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.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

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

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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