



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #5893**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on May 11, 2017.

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:

Lake Effect MWR (11-024-17)

Houghton County, Advertised Price \$41,058.20, 57.6 Acres, Hardwood, Sugar Maple.

SALE NOTE: Sale contains silviculture research areas and has a specified time frames in which they must be cut. See cutting specs for details.

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

Cruzin Spruce SBW (11-027-17)

Baraga County, Advertised Price \$20,658.50, 58.9 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: This sale was originally sold as part of Cruzin Spruce in 2011. The sale was not completed and was returned to the state this sale is the uncut units of that sale. The volumes are based on the 2011 cruise.

Access may be through private land.

Gawk Mix (11-030-17)

Houghton County, Advertised Price \$20,644.40, 73.7 Acres, Hardwood, Sugar Maple.

SALE NOTE: 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 May 11, 2017. 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

## Lake Effect MWR (11-024-17)

Houghton County (Advertised Price \$41,058.20)

SALE NOTE: Sale contains silviculture research areas and has a specified time frames in which they must be cut. See cutting specs for details.

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

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

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Basswood	10.90 MBF	\$ 102.00 / MBF
Red Maple	12.00 MBF	\$ 213.00 / MBF
Red Oak	0.90 MBF	\$ 214.00 / MBF
Sugar Maple	71.40 MBF	\$ 421.00 / MBF
White Ash	0.30 MBF	\$ 54.00 / MBF
Yellow Birch	0.80 MBF	\$ 163.00 / MBF
Pulpwood		
Basswood	29.00 Cords	\$ 12.45 / Cord
Mixed Hardwood	315.00 Cords	\$ 21.05 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 16.88 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

1. A bond in the amount of \$6,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2019.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE					
1	Basswood	Sawtimber	9.3	MBF	29.3	\$19,591.60					
	Sugar Maple		39.2	MBF							
	White Ash		0.3	MBF							
	Yellow Birch		0.4	MBF							
	Basswood		Pulpwood	25.0			Cords				
	Mixed Hardwood	83.0		Cords							
	<i>Sugar Maple</i>	<i>81.0</i>		<i>Cords</i>							
	<i>White Ash</i>	<i>1.0</i>		<i>Cords</i>							
	<i>Yellow Birch</i>	<i>1.0</i>		<i>Cords</i>							
	2	Basswood	Sawtimber	1.6			MBF	28.3	\$21,466.60		
Red Maple		12.0		MBF							
Red Oak		0.9		MBF							
Sugar Maple		32.2		MBF							
Yellow Birch		0.4		MBF							
Basswood		Pulpwood		4.0	Cords						
Mixed Hardwood				232.0	Cords						
<i>Red Maple</i>				<i>54.0</i>	<i>Cords</i>						
<i>Red Oak</i>				<i>5.0</i>	<i>Cords</i>						
<i>Sugar Maple</i>				<i>171.0</i>	<i>Cords</i>						
<i>Yellow Birch</i>				<i>2.0</i>	<i>Cords</i>						
TOTAL:				96.3	MBF						
TOTAL:				344.0	Cords						

## Sale Specific Conditions & Requirements

Sale Name: Lake Effect\_MWR

Sale Number: 11-024-17 Seq#: 1

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Payment Units 1 and 2 are part of a silviculture research project. Within Payment Units 1 and 2, there are circular areas designating patch clear cuts, these areas boundaries are marked in yellow 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

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH within designated patch clear cuts. Designated patch clear cuts are marked in yellow paint and are 11.6 ac of the total unit. Note: this unit is part of a silviculture research project, the clear cuts have been placed on a grid, contact sale administrator for a map of the unit showing areas of harvest.

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Note: this unit is part of a silviculture research project. Within this unit, in addition to standard marking, there are circular areas that all the trees are marked in orange, with a boundary painted in yellow. The yellow painted boundary trees are to be protected during harvest. As part of the research project, in this unit all wood less than 9" in diameter is to be left on site.

#### 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.

##### 2.2.2 - Chipping required (5/14)

Payment Unit 2 must be chip harvested to facilitate follow-up scarification. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping, in order to minimize the amount of residual slash left in this research project area. A written waiver of this requirement may be obtained if another option to reduce, eliminate, and/or disperse the slash out of this unit is agreed upon with the unit manager or there representative. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is due to the research nature of these units.

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

Stump heights within Payment Unit(s) 2 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. A written waiver of this requirement may be obtained if snow levels make these heights unobtainable.

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

Skidding of unlimbed tops or lengths over 26 feet is not permissible in Payment Units 1 and 2 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)

Within Payment Unit 2, all slash must be removed. This slash must be chipped unless another option is negotiated with the unit manager or there representative to reduce, eliminate, and/or disperse the slash into the surrounding area. This is because of the research nature of this project.

### **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. No damage is acceptable to residual merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber, or at a rate of \$50 per sawtimber tree and \$5 per pole sized tree, whichever is greater.

### **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 90 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, 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 for crossings on state forest land.

##### 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 (10/16)

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 (10/16)

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 (10/16)

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. This applies to Payment Unit 1.

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

To facilitate reforestation, Payment Unit 1 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 (10/16)

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, cutting and skidding are limited to the period of December 1, 2017 to March 15, 2018. Within Payment Unit(s) 2, cutting and skidding are limited to the period of August 15, 2017 to March 15, 2018. This restriction is to meet the requirements of a silviculture research project.

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

Within Payment Unit(s) 1 and 2, 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 (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

### 7.2 - Extensions

#### 7.2.7 - Research extension (12/16)

This is a research sale with a short contract length. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

### 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.



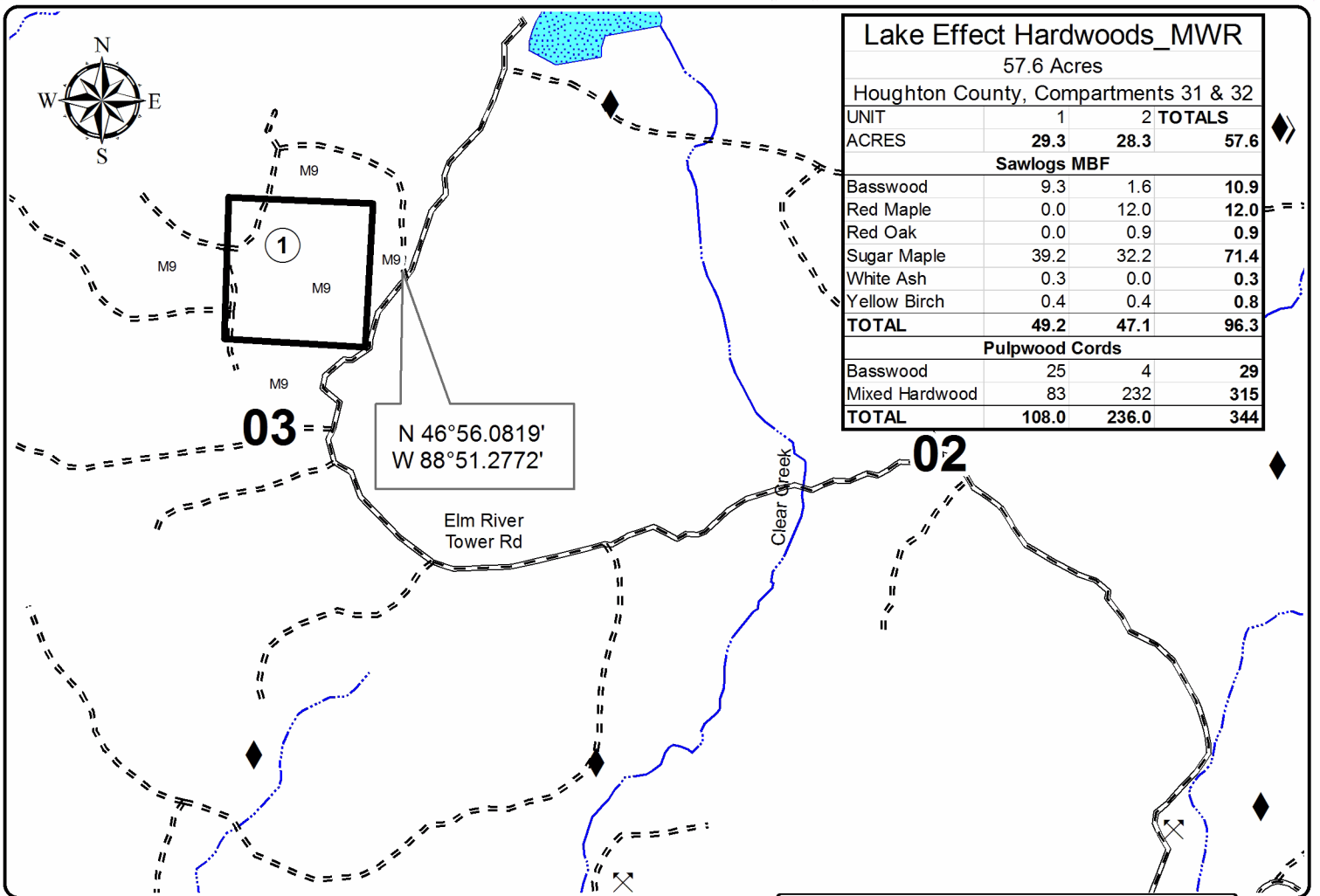
# TIMBER SALE MAP

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

Sale Number	Year
11 - 024	17

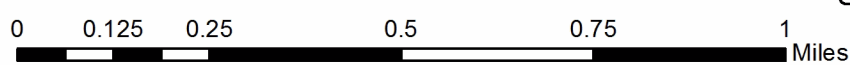
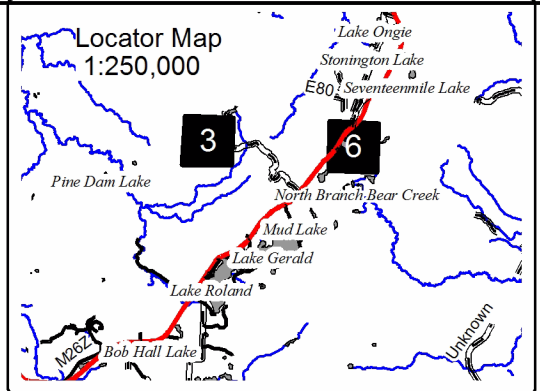
Forest Management Unit Baraga	County Houghton	Mapped By Ryan Mattila	Date 10/17/2016	Page 1	of 2
Township 52N	Range 35W&36W	Section(s) and Subdivision(s) 52N 35W Sec 6; SW1/4. 52N 36W Sec 3; E1/2NW, W1/2NE.	Scale 1:15,840		

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 = Treed 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			



Lake Effect Hardwoods_MWR			
57.6 Acres			
Houghton County, Compartments 31 & 32			
UNIT	1	2	TOTALS
ACRES	29.3	28.3	57.6
<b>Sawlogs MBF</b>			
Basswood	9.3	1.6	10.9
Red Maple	0.0	12.0	12.0
Red Oak	0.0	0.9	0.9
Sugar Maple	39.2	32.2	71.4
White Ash	0.3	0.0	0.3
Yellow Birch	0.4	0.4	0.8
<b>TOTAL</b>	<b>49.2</b>	<b>47.1</b>	<b>96.3</b>
<b>Pulpwood Cords</b>			
Basswood	25	4	29
Mixed Hardwood	83	232	315
<b>TOTAL</b>	<b>108.0</b>	<b>236.0</b>	<b>344</b>

Legend	
	Against State (Red)
	PU_Label
	Survey Corners
	Pipeline; Powerline
	Designated Snowmobile Trails
	Snowmobile Trails
	Highway
	Paved
	Gravel
	Poor Dirt
	Lakes and Rivers All
	Rivers
	Streams



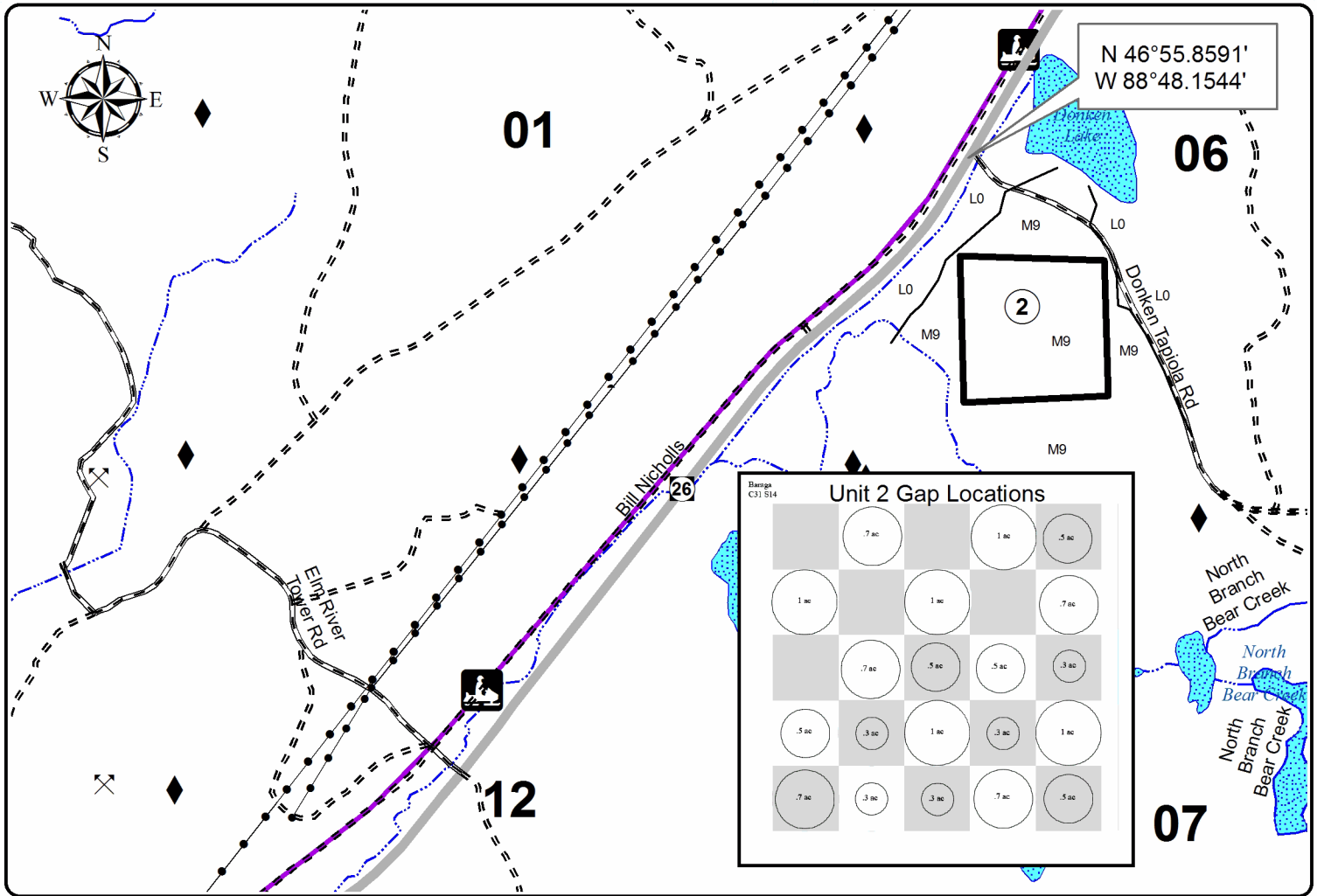


# TIMBER SALE MAP

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

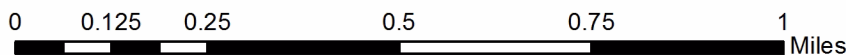
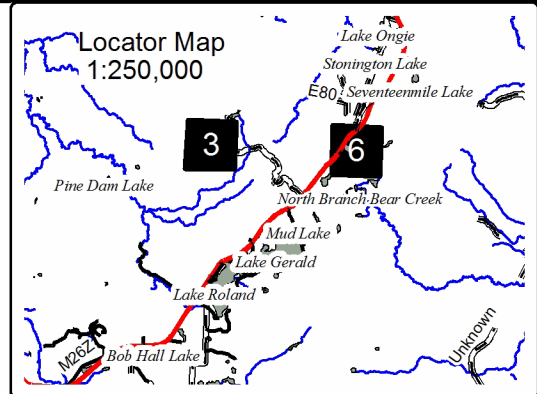
Forest Management Unit Baraga	County Houghton	Mapped By Ryan Mattila	Date 10/17/2016	Page 2	of 2
Township 52N	Range 35W&36W	Section(s) and Subdivision(s) 52N 35W Sec 6; SW1/4. 52N 36W Sec 3; E1/2NW, W1/2NE.	Scale 1:15,840		

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)	Highway
PU_Label	Paved
Survey Corners	Gravel
Pipeline; Powerline	Poor Dirt
Designated Snowmobile Trails	Lakes and Rivers All
Snowmobile Trails	Rivers
	Streams



# TIMBER SALE INFORMATION

## Cruzin Spruce SBW (11-027-17)

Baraga County (Advertised Price \$20,658.50)

SALE NOTE: This sale was originally sold as part of Cruzin Spruce in 2011. The sale was not completed and was returned to the state this sale is the uncut units of that sale. The volumes are based on the 2011 cruise.

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	0.20 MBF	\$ 133.00 / MBF
Paper Birch	0.90 MBF	\$ 108.00 / MBF
Red Maple	1.20 MBF	\$ 246.00 / MBF
Sugar Maple	1.30 MBF	\$ 485.00 / MBF
White Spruce	0.30 MBF	\$ 65.00 / MBF
Yellow Birch	0.10 MBF	\$ 188.00 / MBF
Pulpwood		
Balsam Fir	27.00 Cords	\$ 16.50 / Cord
Black Spruce	438.00 Cords	\$ 17.75 / Cord
Misc. Species 1	115.00 Cords	\$ 11.45 / Cord
Mixed Hardwood	95.00 Cords	\$ 24.30 / Cord
Paper Birch	18.00 Cords	\$ 14.05 / Cord
Quaking Aspen	177.00 Cords	\$ 22.70 / Cord
Tamarack	184.00 Cords	\$ 18.10 / Cord
White Spruce	7.00 Cords	\$ 17.75 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 17.61 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 \$3,000.00 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	Black Cherry	Sawtimber	0.2	MBF	16.6	\$8,645.00	
	Paper Birch		0.9	MBF			
	Red Maple		1.2	MBF			
	Sugar Maple		1.3	MBF			
	White Spruce		0.3	MBF			
	Yellow Birch		0.1	MBF			
	Misc. Species 1		Pulpwood	115.0			Cords
	<i>Balsam Fir</i>			114.0			<i>Cords</i>
	<i>White Spruce</i>			1.0			<i>Cords</i>
	Mixed Hardwood			94.0			Cords
	<i>Black Cherry</i>			1.0			<i>Cords</i>
	<i>Red Maple</i>			2.0			<i>Cords</i>
	<i>Sugar Maple</i>			90.0			<i>Cords</i>
	<i>Yellow Birch</i>			1.0			<i>Cords</i>
	Paper Birch	15.0	Cords				
Quaking Aspen	165.0	Cords					
2	Balsam Fir	Pulpwood	17.0	Cords	12.5	\$3,511.10	
	Black Spruce		142.0	Cords			
	Paper Birch		3.0	Cords			
	Tamarack		32.0	Cords			
	White Spruce		5.0	Cords			
3	Balsam Fir	Pulpwood	10.0	Cords	29.8	\$8,502.40	
	Black Spruce		296.0	Cords			
	Mixed Hardwood		1.0	Cords			
	<i>Black Cherry</i>		1.0	<i>Cords</i>			
	Quaking Aspen		12.0	Cords			
	Tamarack		152.0	Cords			
	White Spruce		2.0	Cords			
TOTAL:			4.0	MBF			
TOTAL:			1,061.0	Cords			

## Sale Specific Conditions & Requirements

**Sale Name: Cruzin Spruce SBW**

**Sale Number: 11-027-17 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. 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) 2 and 3, cut all trees that are two (2) inches or more at DBH except hemlock, cedar, red pine and white pine.

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

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

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

Note that the volumes in this sale are from a cruise form 2011. The sale was sold, not completed and returned to the state. This sale consists of the units that received no cutting. Misc. Species 1 pulp consists of balsam fir and spruce that was previously identified as Mixed Softwood.

#### 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)

In unit 1 skidding of unlimbed tops 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.

### 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. Allow 90 days for permit processing.

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

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

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

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If

culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR. Allow 90 days for permit processing.

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

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

The DNR will secure any necessary highway and stream crossing permits that may be required. Allow 90 days for permit processing.

### 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 (10/16)

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 landowner must be given to the Unit Manager prior to the beginning of operations.

## 5 - Operations

### 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, Payment Unit(s) 2 and 3 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. Top material containing seeds shall be left, evenly distributed across the site.

#### 5.2.2 - Hazard Trees/Snags



#### 5.2.2.1 - Den trees (10/16)

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, 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 (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 US 141 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.



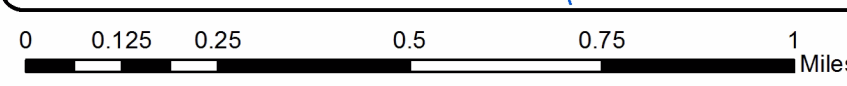
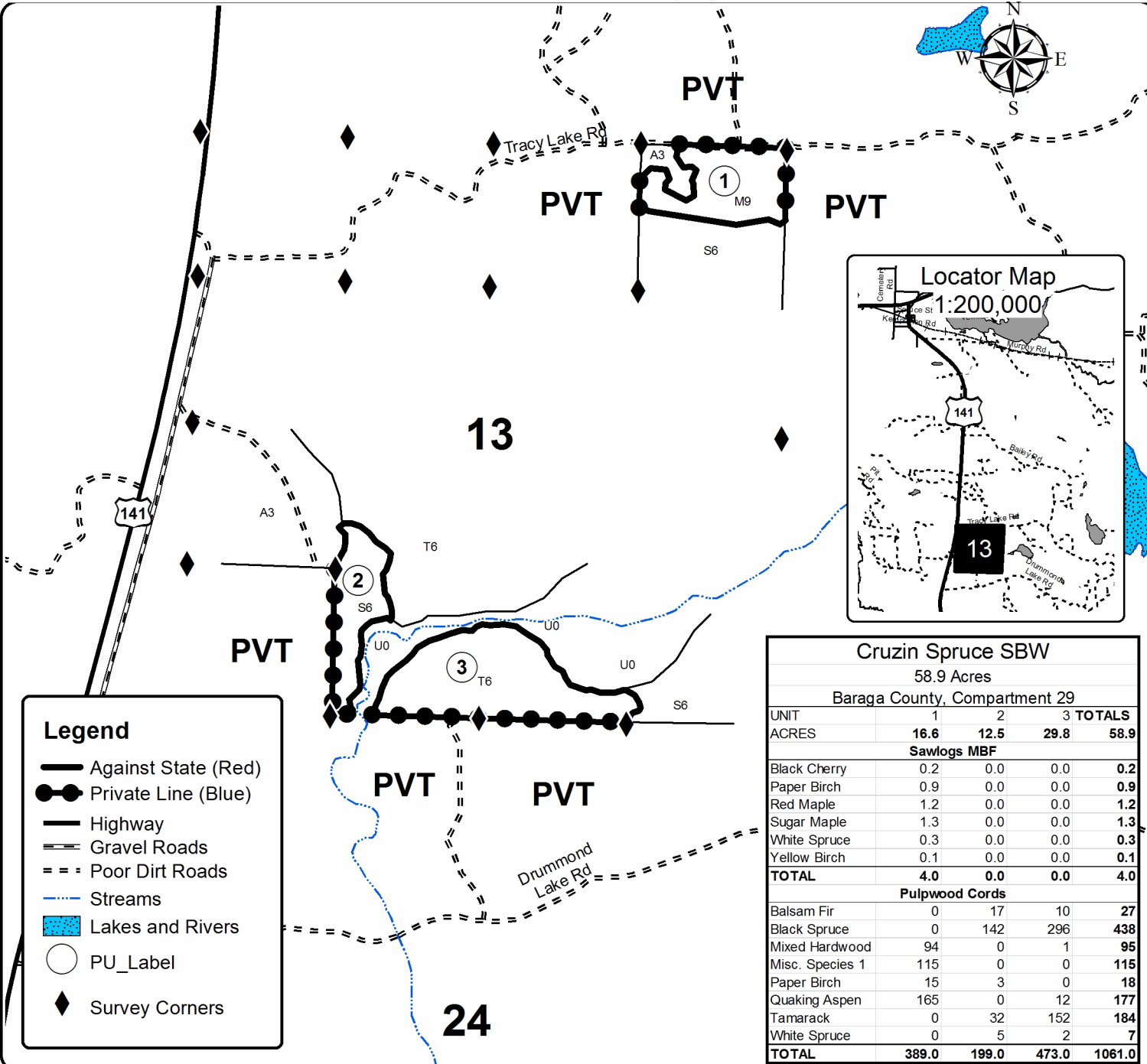
# TIMBER SALE MAP

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

Sale Number	Year
11-027	17

Forest Management Unit Baraga	County Baraga	Mapped By Ryan Mattila	Date 1/6/2017	Page 1	of 1
Township 47N	Range 34W	Section(s) and Subdivision(s) Sec 13; NENE, E1/2SW, S1/2SE.	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 = Treed 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					





**TIMBER SALE INFORMATION**

Gawk Mix (11-030-17)

Houghton County (Advertised Price \$20,644.40)

SALE NOTE: 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>
<b>Sawtimber</b>		
Basswood	0.70 MBF	\$ 118.00 / MBF
Black Ash	0.70 MBF	\$ 105.00 / MBF
Red Maple	11.20 MBF	\$ 246.00 / MBF
Sugar Maple	14.00 MBF	\$ 485.00 / MBF
<b>Pulpwood</b>		
Balsam Fir	27.00 Cords	\$ 16.50 / Cord
Mixed Hardwood	432.00 Cords	\$ 24.30 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 23.23 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 \$2,000.00 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 06/30/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE				
1	Balsam Fir	Pulpwood	23.0	Cords	35.1	\$5,482.50				
	Mixed Hardwood		210.0	Cords						
	<i>Red Maple</i>		151.0	<i>Cords</i>						
	<i>Sugar Maple</i>		42.0	<i>Cords</i>						
	<i>Yellow Birch</i>		17.0	<i>Cords</i>						
2	Basswood	Sawtimber	0.7	MBF	38.6	\$15,161.90				
	Black Ash		0.7	MBF						
	Red Maple		11.2	MBF						
	Sugar Maple		14.0	MBF						
	Balsam Fir	Pulpwood	4.0	Cords						
	Mixed Hardwood		222.0	Cords						
	<i>Basswood</i>		3.0	<i>Cords</i>						
	<i>Black Ash</i>		2.0	<i>Cords</i>						
	<i>Red Maple</i>		63.0	<i>Cords</i>						
	<i>Sugar Maple</i>		149.0	<i>Cords</i>						
	<i>Yellow Birch</i>		5.0	<i>Cords</i>						
	TOTAL:			26.6			MBF			
	TOTAL:			459.0			Cords			

## Sale Specific Conditions & Requirements

**Sale Name: Gawk Mix**

**Sale Number: 11-030-17 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

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

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization except yellow birch >16" DBH, white pine, hemlock, red oak and cedar. Also, retain elm if present.

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

Within Payment Unit(s) 2, 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 Hardwood Pulp consists of sugar maple, red maple, yellow birch and black ash.

#### 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)

In unit 2, skidding of unlimbed tops or lengths over 26 feet is not permissible, unless approved by the Unit Manager or his/her representative.

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

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

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

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. This is because excessive woody debris 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 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 with a minimum of 90 days notification.

#### 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 (10/16)

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.

## 5 - Operations

### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

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 (10/16)

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 (10/16)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 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 and 2, 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

##### 5.4.3 - 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 Emily Lake Road 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 wind event. 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 - 030	17

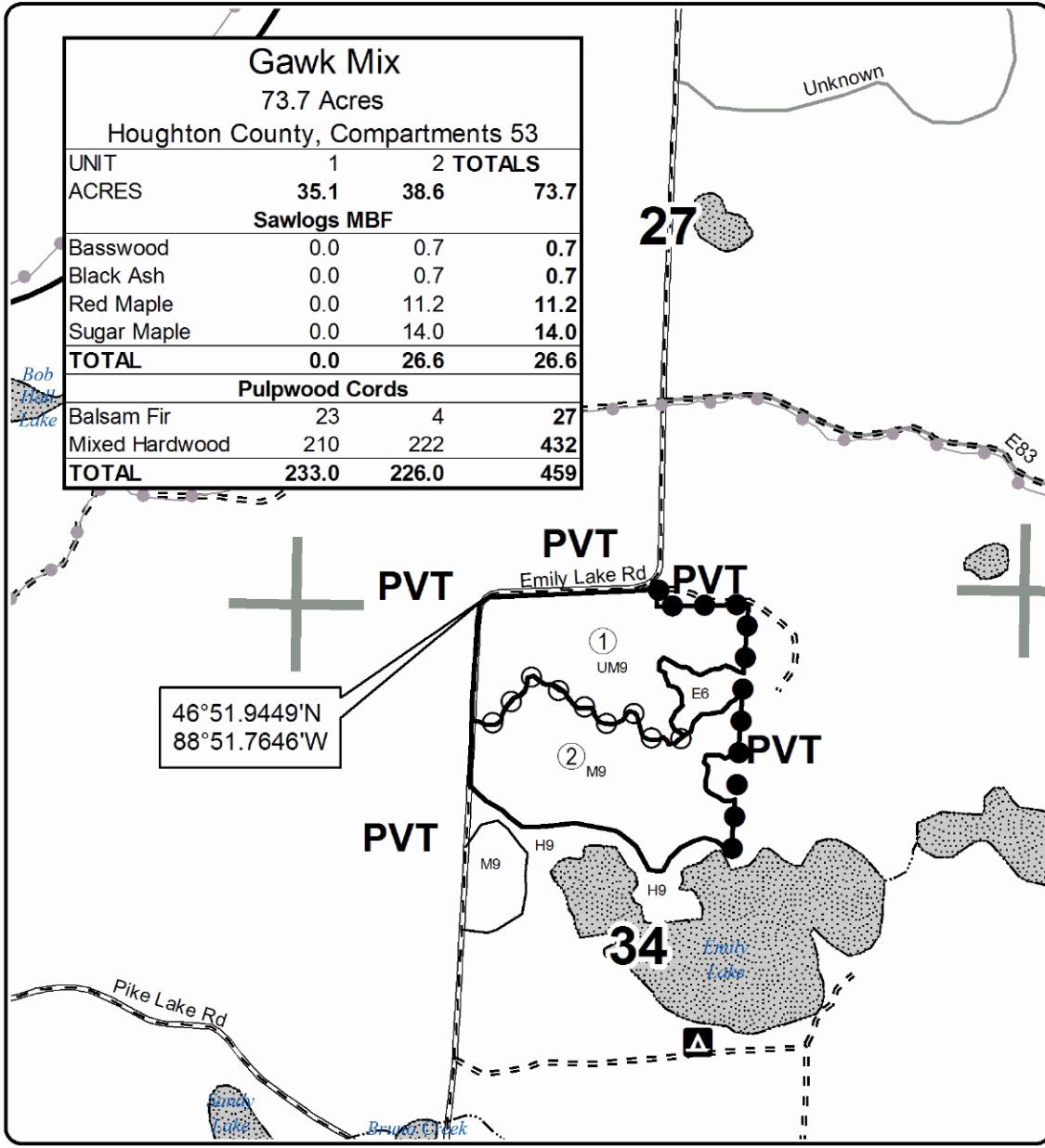
Forest Management Unit Baraga	County Houghton	Mapped By Mittlestat	Date 12/22/2016	Page 1	of 1
Township 52N	Range 36W	Section(s) and Subdivision(s) Sec 34; E1/2NW, W1/2NE	Scale 1:15,840		

### 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 = Treed 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	

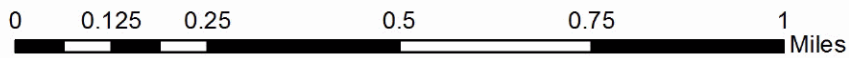
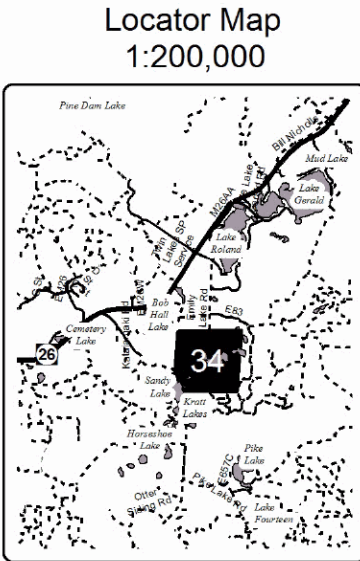
### Density

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



### Legend

- Against State (Red)
- Payment Unit (Yellow)
- Private Line (Blue)
- Section Corners
- Highway
- Paved Roads
- Gravel Roads
- Poor Dirt Roads



Lake Effect MWR (11-024-17)  
 ; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 11, 2017, 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	10.90 MBF	\$ 102.00/MBF	\$ _____
Red Maple	12.00 MBF	\$ 213.00/MBF	\$ _____
Red Oak	0.90 MBF	\$ 214.00/MBF	\$ _____
Sugar Maple	71.40 MBF	\$ 421.00/MBF	\$ _____
White Ash	0.30 MBF	\$ 54.00/MBF	\$ _____
Yellow Birch	0.80 MBF	\$ 163.00/MBF	\$ _____
<b>Pulpwood</b>			
Basswood	29.00 Cords	\$ 12.45/Cord	\$ _____
Mixed Hardwood	315.00 Cords	\$ 21.05/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 16.88 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**



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

Gawk Mix (11-030-17)  
 ; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 11, 2017, 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	0.70 MBF	\$ 118.00/MBF	\$ _____
Black Ash	0.70 MBF	\$ 105.00/MBF	\$ _____
Red Maple	11.20 MBF	\$ 246.00/MBF	\$ _____
Sugar Maple	14.00 MBF	\$ 485.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	27.00 Cords	\$ 16.50/Cord	\$ _____
Mixed Hardwood	432.00 Cords	\$ 24.30/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 23.23 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**

FORM

Cruzin Spruce SBW (11-027-17)

; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 11, 2017, 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	0.20 MBF	\$ 133.00/MBF	\$ _____
Paper Birch	0.90 MBF	\$ 108.00/MBF	\$ _____
Red Maple	1.20 MBF	\$ 246.00/MBF	\$ _____
Sugar Maple	1.30 MBF	\$ 485.00/MBF	\$ _____
White Spruce	0.30 MBF	\$ 65.00/MBF	\$ _____
Yellow Birch	0.10 MBF	\$ 188.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	27.00 Cords	\$ 16.50/Cord	\$ _____
Black Spruce	438.00 Cords	\$ 17.75/Cord	\$ _____
Misc. Species 1	115.00 Cords	\$ 11.45/Cord	\$ _____
Mixed Hardwood	95.00 Cords	\$ 24.30/Cord	\$ _____
Paper Birch	18.00 Cords	\$ 14.05/Cord	\$ _____
Quaking Aspen	177.00 Cords	\$ 22.70/Cord	\$ _____
Tamarack	184.00 Cords	\$ 18.10/Cord	\$ _____
White Spruce	7.00 Cords	\$ 17.75/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 17.61 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**



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

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

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  - 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