

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6096**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on April 24, 2018. LOCATION: ATLANTA MGMT UNIT, 13501 M-33, ATLANTA, MI 49709.

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

## Brilinski Red Pine (54-027-17)

Alpena County, Advertised Price \$214,338.15, 66.5 Acres, Hardwood, Red Pine.

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.

## Spruce Werth Mix (54-028-17)

Alpena County, Advertised Price \$54,942.75, 60.5 Acres, Aspen, Hardwood.

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. Access may be through other public land.

## Long Swamp Deciduous Mix (54-031-17)

Alpena County, Advertised Price \$28,887.65, 57.2 Acres, Aspen, Hardwood.

#### BID INSTRUCTIONS (VER. 11/28/2017):

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

Bids must be received by the Unit Manager, ATLANTA OFFICE, 13501 M-33, ATLANTA, MI 49709, no later than 10:00 a.m. (local time) on April 24, 2018. For further information concerning this sale, contact Cody Stevens at 989-785-4251 extension 5240.

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

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

#### 3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

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

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

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

#### 5. Public Opening of Sealed Bids (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 (11/17)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 \* 100).

## 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

#### Brilinski Red Pine (54-027-17)

Alpena County (Advertised Price \$214,338.15)

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:

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
BI/R/Hybrid Oak	1.90	MBF	\$	110.00 / MBF
Red Maple	6.10	MBF	\$	138.00 / MBF
Red Pine	1,207.30	MBF	\$	121.00 / MBF
White Pine	5.50	MBF	\$	97.00 / MBF
Pulpwood				
B. T. Aspen	21.00	Cords	\$	23.95 / Cord
Jack Pine	6.00	Cords	\$	22.45 / Cord
Mixed Oak	28.00	Cords	\$	21.55 / Cord
Mixed Spruce	10.00	Cords	\$	34.20 / Cord
Paper Birch	5.00	Cords	\$	22.75 / Cord
Red Maple	89.00	Cords	\$	20.00 / Cord
Red Pine	1,164.00	Cords	\$	50.15 / Cord
Scotch Pine	17.00	Cords	\$	26.45 / Cord
White Pine	90.00	Cords	\$	48.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.20 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 \$10,717.00 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.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	9.9%
02	16.3%
03	22.0%
04	16.2%
05	7.7%
06	9.4%
07	18.5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	76.4	MBF	7.9	\$21,134.35
	White Pine		3.0	MBF		
	B. T. Aspen	Pulpwood	21.0	Cords		
	Jack Pine		6.0	Cords		
	Mixed Oak		4.0	Cords		
	Red Oak		4.0	Cords		
	Mixed Spruce		10.0	Cords		
	Black Spruce	Sawtimber	1.1	MBF		
	Black Spruce	Pulpwood	8.0	Cords		
	Red Maple		6.0	Cords		
	Red Pine		136.0	Cords		
	White Pine		74.0	Cords		
2	Bl/R/Hybrid Oak	Sawtimber	0.3	MBF	10.6	\$34,973.30
	Red Maple		1.1	MBF		
	Red Pine		204.6	MBF		
	White Pine		0.5	MBF		
	Mixed Oak	Pulpwood	5.0	Cords		
	BI/R/Hybrid Oak		3.0	Cords		
	Red Oak		2.0	Cords		
	Paper Birch		1.0	Cords		
	Red Maple		15.0	Cords		
	Red Pine		186.0	Cords		
Sc	Scotch Pine		3.0	Cords		
	Scotch Pine	Sawtimber	0.2	MBF		
	Scotch Pine	Pulpwood	3.0	Cords		
White P	White Pine		3.0	Cords		
3	Bl/R/Hybrid Oak	Sawtimber	0.5	MBF	14.4	\$47,401.75
	Red Maple		1.6	MBF		
	Red Pine		277.9	MBF		
	White Pine		0.6	MBF		
	Mixed Oak	Pulpwood	5.0	Cords		
	BI/R/Hybrid Oak		3.0	Cords		
	Red Oak		2.0	Cords		
	Paper Birch		1.0	Cords		
	Red Maple		20.0	Cords		
	Red Pine		252.0	Cords		
	Scotch Pine		3.0	Cords		
	Scotch Pine	Sawtimber	0.2	MBF		
	Scotch Pine	Pulpwood	3.0	Cords		
	White Pine		4.0	Cords		
4	BI/R/Hybrid Oak	Sawtimber	0.3	MBF	10.5	\$34,621.30
	Red Maple		1.1	MBF		
	Red Pine		202.6	MBF		
	White Pine		0.4	MBF		
	Mixed Oak	Pulpwood	5.0	Cords		
	BI/R/Hybrid Oak	·	3.0	Cords		
	Red Oak		2.0	Cords		
	Paper Birch		1.0	Cords		
	Red Maple		15.0	Cords		
			184.0	Cords		
	Red Pine			1	I	
	Red Pine			Cords		
		Sawtimber	3.0	Cords <i>MBF</i>		
	Red Pine Scotch Pine Scotch Pine		3.0 <i>0.2</i>	MBF		
	Red Pine Scotch Pine Scotch Pine Scotch Pine	Sawtimber Pulpwood	3.0 0.2 3.0	MBF Cords		
5	Red Pine Scotch Pine Scotch Pine		3.0 <i>0.2</i>	MBF	5.0	\$16,458.20

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Red Pine	Sawtimber	96.5	MBF		
	White Pine		0.2	MBF		
	Mixed Oak	Pulpwood	2.0	Cords		
	BI/R/Hybrid Oak		1.0	Cords		
	Red Oak		1.0	Cords		
	Red Maple		7.0	Cords		
	Red Pine		88.0	Cords		
	Scotch Pine		1.0	Cords		
	Scotch Pine	Sawtimber	0.1	MBF		
	Scotch Pine	Pulpwood	1.0	Cords		
	White Pine	·	1.0	Cords		
6	BI/R/Hybrid Oak	Sawtimber	0.2	MBF	6.1	\$20,137.50
	Red Maple		0.6	MBF		
	Red Pine		117.7	MBF		
	White Pine		0.3	MBF		
	Mixed Oak	Pulpwood	2.0	Cords		
	BI/R/Hybrid Oak		1.0	Cords		
	Red Oak		1.0	Cords		
	Paper Birch		1.0	Cords		
	Red Maple		9.0	Cords		
	Red Pine		107.0	Cords		
	Scotch Pine		2.0	Cords		
	Scotch Pine	Sawtimber	0.1	MBF		
	Scotch Pine	Pulpwood	2.0	Cords		
	White Pine	, apricea	2.0	Cords		
7	Bl/R/Hybrid Oak	Sawtimber	0.4	MBF	12.0	\$39,558.85
•	Red Maple	Cawanibon	1.2	MBF	12.0	φου,ουσ.οι
	Red Pine		231.6	MBF		
	White Pine		0.5	MBF		
	Mixed Oak	Pulpwood	5.0	Cords		
	BI/R/Hybrid Oak	· ·	3.0	Cords		
	Red Oak		2.0	Cords		
	Paper Birch		1.0	Cords		
	Red Maple		17.0	Cords		
	Red Pine		211.0	Cords		
	Scotch Pine		3.0	Cords		
	Scotch Pine	Sawtimber	0.2	MBF		
	Scotch Pine	Pulpwood	3.0	Cords		
	White Pine	T uipwood	3.0	Cords		
	1	<u>I</u> TOTAL:	1,220.8	MBF	<u> </u>	I
		TOTAL:	1,428.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Brilinski Red Pine Sale Number: 54-027-17 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, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-7, cut all trees that are two (2) inches or more at DBH.

#### 2.2 - Utilization

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

All Payment Units must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

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

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

#### 3 - Payments

## 3.3 - Pre-measured Sales

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

Payment Unit(s) \$20,000 in value or greater may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

The following road work is required: 23A crushed limestone must be placed in low areas along the snowmobile trail that are otherwise likely to incur damage during timber sale operations. This must be completed to the satisfaction of the Sale Administrator or Unit Manager prior to the beginning of any operations on the designated snowmobile trail. The snowmobile trail is shown on the Timber Sale Map.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 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. Material used to upgrade roads must be approved by the Sale Administrator or Unit

Manager before being placed.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations within a Payment Unit to determine landing and road locations.

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 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

#### 5.2.3 - Operating Restrictions

## 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 2-7, unless approved by the Unit Manager, hauling is not permitted from 5:00 P.M. Friday evening through 6:00 A.M. Monday morning during the period of 12/1 to 3/31. This restriction is due to the necessity of using the snowmobile trail for hauling wood from the sale.

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

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

## 5.2.32 - 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 is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative 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. The snowmobile trail may only be crossed at right angles. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. If operations occur during the December 1 to March 31 period, all wood must be decked at least 20 feet back from the centerline of the snowmobile trail. The snowmobile trail may not be used for any timber sale operations on weekends during the period of December 1 to March 31 unless approved by the Unit Manager or his/her representative. All stumps within 10 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

#### 5.8.3 - Red shoulder hawk or goshawk (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 15 to July 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

#### 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

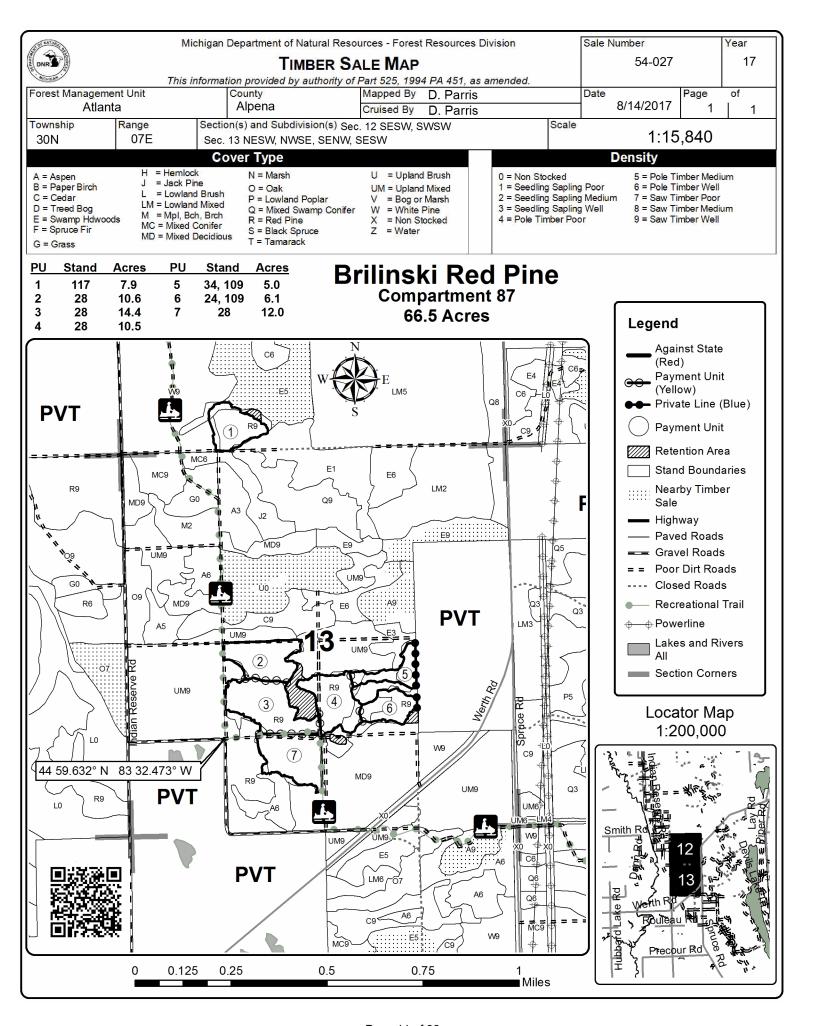
## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on forest roads 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 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.

Section Name: Sale Specific Current as of 3/14/2018 10:38:23AM



## TIMBER SALE INFORMATION

#### Spruce Werth Mix (54-028-17)

Alpena County (Advertised Price \$54,942.75)

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. Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	25.10	MBF	\$	90.00 / MBF
Red Maple	16.00	MBF	\$	138.00 / MBF
Red Pine	68.40	MBF	\$	121.00 / MBF
White Pine	52.50	MBF	\$	97.00 / MBF
Pulpwood				
Balsam Fir	36.00	Cords	\$	31.70 / Cord
Jack Pine	30.00	Cords	\$	22.45 / Cord
Mixed Aspen	431.00	Cords	\$	23.95 / Cord
Mixed Hardwood	424.00	Cords	\$	20.00 / Cord
Mixed Spruce	3.00	Cords	\$	34.20 / Cord
Paper Birch	52.00	Cords	\$	22.75 / Cord
Red Pine	96.00	Cords	\$	50.15 / Cord
White Pine	214.00	Cords	\$	48.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.60 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 \$2,747.00 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.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

,	3 3
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	7.8%
02	8.4%
03	13.2%
04	20.3%
05	50.3%

- 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	B. T. Aspen	Sawtimber	3.8	MBF	9.9	\$4,265.00
R	Red Maple		2.2	MBF		
	Balsam Fir	Pulpwood	18.0	Cords		
	Balsam Fir	Sawtimber	0.4	MBF		
	Balsam Fir	Pulpwood	17.0	Cords		
	Mixed Aspen		28.0	Cords		
	B. T. Aspen		28.0	Cords		
	Mixed Hardwood		99.0	Cords		
	Red Maple		99.0	Cords		
	Mixed Spruce		1.0	Cords		
	White Spruce		1.0	Cords		
	Paper Birch		16.0	Cords		
	Paper Birch		16.0	Cords		
2	B. T. Aspen	Sawtimber	8.7	MBF	6.9	\$4,637.65
	Red Maple		2.6	MBF		
	Mixed Aspen	Pulpwood	96.0	Cords		
	B. T. Aspen		96.0	Cords		
	Mixed Hardwood		53.0	Cords		
	Red Maple		53.0	Cords		
	Mixed Spruce		2.0	Cords		
	Black Spruce		2.0	Cords		
	Paper Birch		3.0	Cords		
	Paper Birch		3.0	Cords		
3	B. T. Aspen	Sawtimber	8.1	MBF	8.9	\$7,239.80
W	Red Maple		1.2	MBF		
	White Pine		1.0	MBF		
	Balsam Fir	Pulpwood	10.0	Cords		
	Balsam Fir		10.0	Cords		
	Jack Pine		11.0	Cords		
	Mixed Aspen		127.0	Cords		
	B. T. Aspen		127.0	Cords		
	Mixed Hardwood		25.0	Cords		
	Red Maple		25.0	Cords		
	Red Pine		4.0	Cords		
	White Pine		40.0	Cords		
4	B. T. Aspen	Sawtimber	2.8	MBF	16.2	\$11,166.80
	Red Maple		8.7	MBF		
	White Pine		5.0	MBF		
	Balsam Fir	Pulpwood	8.0	Cords		
	Balsam Fir		8.0	Cords		
	Mixed Aspen		120.0	Cords		
	B. T. Aspen		120.0	Cords		
	Mixed Hardwood		202.0	Cords		
	Beech		2.0	Cords		
	Red Maple		200.0	Cords		
	Paper Birch		33.0	Cords		
	Paper Birch	Sawtimber	0.7	MBF		
	Paper Birch	Pulpwood	32.0	Cords		
	White Pine		27.0	Cords		
5	B. T. Aspen	Sawtimber	1.7	MBF	18.6	\$27,633.50
	Red Maple		1.3	MBF		
	Red Pine		68.4	MBF		
	White Pine		46.5	MBF		
	Jack Pine	Pulpwood	19.0	Cords		
	Mixed Aspen		60.0	Cords		
	B. T. Aspen		56.0	1		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Quaking Aspen	Pulpwood	4.0	Cords		
	Mixed Hardwood		45.0	Cords		
	Red Maple		45.0	Cords		
	Red Pine		92.0	Cords		
	White Pine		147.0	Cords		
		TOTAL:	162.0	MBF		
		TOTAL:	1,286.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Spruce Werth Mix Sale Number: 54-028-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundaries are marked and identified by blue and red paint, along with a road. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint, with the exception of the west boundary of Payment Unit 5, which is unpainted and identified by Indian Reserve Road. 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) 1 - 5, cut all trees that are two (2) inches or more at DBH, except the following:

Within Payment Unit 1, do not cut red pine, white pine, oak, and cedar.

Within Payment Unit 2, do not cut white pine and oak.

Within Payment Unit 3, do not cut oak and green marked trees.

Within Payment Unit 4, do not cut red pine, oak, hemlock, cedar, and yellow marked trees.

Within Payment Unit 5, do not cut oak and green marked trees

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

Note that Mixed Aspen Pulpwood is bigtooth and quaking aspen. Mixed Hardwood Pulpwood is mostly red maple with trace beech. Mixed Spruce Pulpwood is white and black spruce.

#### 2.2 - Utilization

## 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payments 1, 2, 4 and 5. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 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.

Within Payment Unit 5, if more than 25% of the white pine and oak seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$50 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to undesignated 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.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

The following road work is required: 23A crushed limestone must be placed in low areas along the snowmobile trail that are otherwise likely to incur damage during timber sale operations. This must be completed to the satisfaction of the Sale Administrator or Unit Manager prior to the beginning of any operations on the designated snowmobile trail. The snowmobile trail is shown on the Timber Sale Map.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 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. Material used to upgrade roads must be approved by the Sale Administrator or Unit Manager before being placed.

#### 4.4 - Access

## 4.4.3 - Access gate (12/08)

The access gate(s) to Payment Unit 3 must be locked at the completion of each day unless otherwise 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 on site between the Purchaser and sale administrator is required prior to beginning any operations within a Payment Unit to determine landing and road locations.

## 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 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

#### 5.2.2 - 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) 3 and 5, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 12/1 to 3/31. This restriction is because a snowmobile trail is required to access the Payment Unit.

#### 5.2.3.4 - Oak wilt restriction (9/17)

Within Payment Unit(s) 5, unless changed by written agreement, cutting, skidding, hauling and brushing of access roads are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

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

Timber harvesting in any Payment Unit must be completed before significant sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) 2 and 3, leave one, 10" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

#### 5.2.17 - Crane Mats/Timber Mats (10/14)

Crane mats may be required along the skid trail required between Payment Units 1 and 2, and in two locations along the forest road that runs north-south through Payment Unit 4 to protect soils and hydrology. These three areas range from 50 to 100 feet in length. The Unit Manager or his/her representative will determine the need for crane mats at the time of harvest. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$350.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

## 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 4, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because the soils within this stand are poorly drained.

#### 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)

A 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 is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31. The snowmobile trail may only be crossed at right angles. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 5 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)

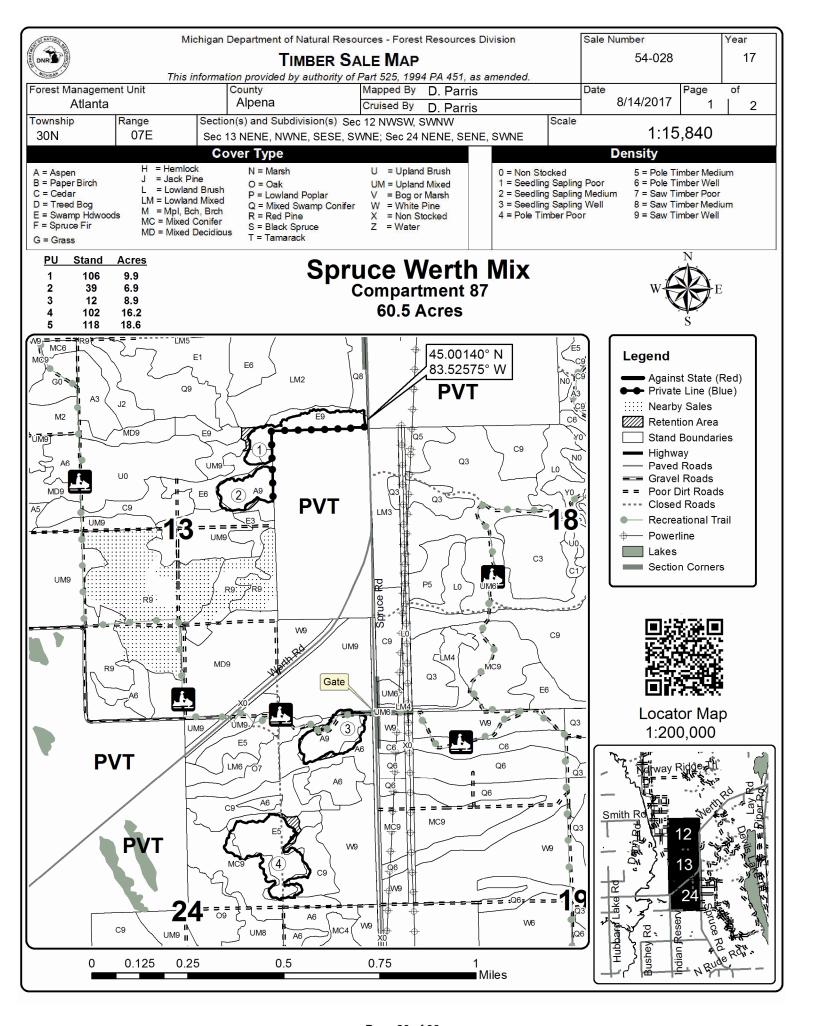
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

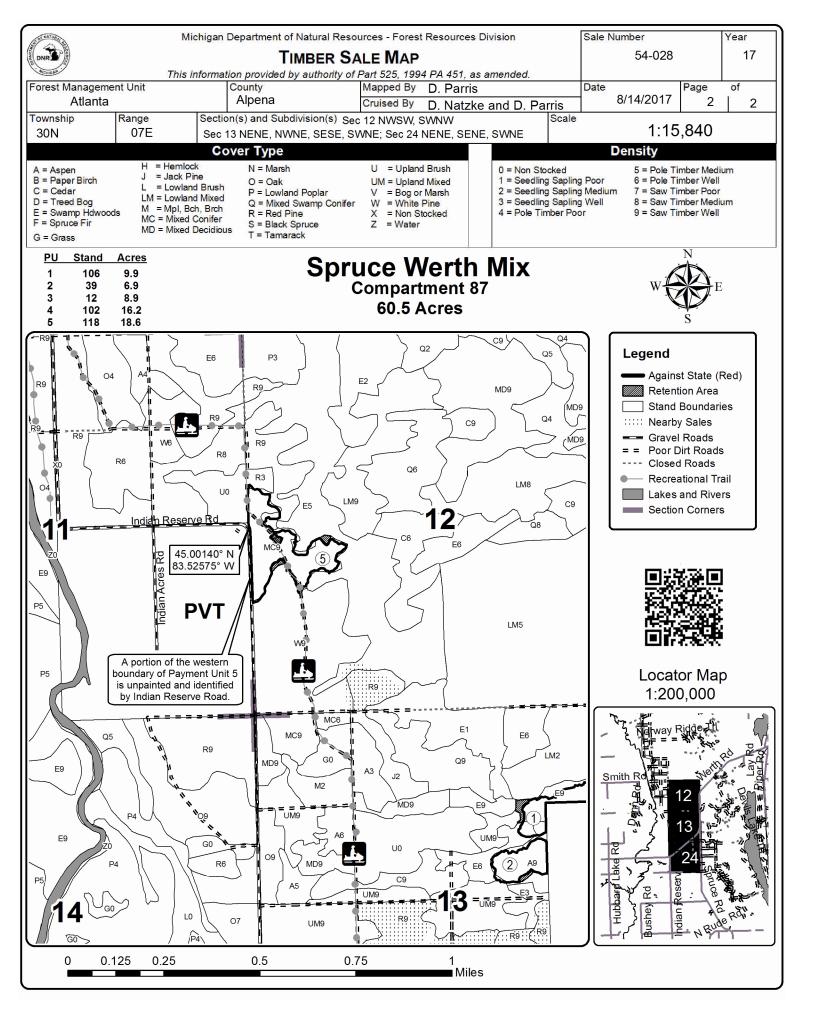
#### 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining cautio road must be posted at appropriate distances from the sale area removed when harvest operations are suspended or completed.	to warn of logging activity and truck traffic. Signs must
ion Name: Sale Specific	Current as of 3/14/2018 11:35:35A





Page 22 of 36
---------------

## TIMBER SALE INFORMATION

Long Swamp Deciduous Mix (54-031-17)

Alpena County (Advertised Price \$28,887.65)

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Mixed Aspen	5.90	MBF	\$	90.00 / MBF
Red Maple	55.00	MBF	\$	138.00 / MBF
White Spruce	9.40	MBF	\$	68.00 / MBF
Pulpwood				
Jack Pine	11.00	Cords	\$	22.45 / Cord
Mixed Aspen	190.00	Cords	\$	23.95 / Cord
Mixed Hardwood	650.00	Cords	\$	20.00 / Cord
Paper Birch	26.00	Cords	\$	22.75 / Cord
Red Pine	2.00	Cords	\$	50.15 / Cord
Tamarack	16.00	Cords	\$	31.85 / Cord
White Spruce	33.00	Cords	\$	34.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.36 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 \$1,444.00 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.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	86.9%
02	5.1%
03	8.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	3.6	MBF	45.0	\$25,112.25
	B. T. Aspen		0.8	MBF		
	Quaking Aspen		2.8	MBF		
	Red Maple		49.8	MBF		
	White Spruce		9.4	MBF		
	Jack Pine	Pulpwood	7.0	Cords		
	Jack Pine	Sawtimber	3.1	MBF		
	Jack Pine	Pulpwood	1.0	Cords		
	Mixed Aspen		116.0	Cords		
	B. T. Aspen		23.0	Cords		
	Balsam Poplar		17.0	Cords		
	Quaking Aspen		76.0	Cords		
	Mixed Hardwood		609.0	Cords		
	Black Cherry		13.0	Cords		
	Red Maple		596.0	Cords		
	Paper Birch		26.0	Cords		
	Paper Birch	Sawtimber	0.9	MBF		
	Paper Birch	Pulpwood	24.0	Cords		
	Tamarack	,	16.0	Cords		
	Tamarack	Sawtimber	3.0	MBF		
	Tamarack	Pulpwood	10.0	Cords		
	White Spruce	,	31.0	Cords		
2	Mixed Aspen	Sawtimber	1.9	MBF	4.2	\$1,464.3
	Quaking Aspen		1.9	MBF		
	Mixed Aspen	Pulpwood	54.0	Cords		
	Balsam Poplar	·	5.0	Cords		
	Quaking Aspen		49.0	Cords		
3	Mixed Aspen	Sawtimber	0.4	MBF	8.0	\$2,311.10
	Quaking Aspen		0.4	MBF		, ,-
	Red Maple		5.2	MBF		
	Jack Pine	Pulpwood	4.0	Cords		
	Jack Pine	'	4.0	Cords		
	Mixed Aspen		20.0	Cords		
	Quaking Aspen		20.0	Cords		
	Mixed Hardwood		41.0	Cords		
	Black Cherry		1.0	Cords		
	Red Maple		40.0	Cords		
	Red Pine		2.0	Cords		
	White Spruce		2.0	Cords		
		TOTAL:	70.3	MBF		•

## Sale Specific Conditions & Requirements

Sale Name: Long Swamp Deciduous Mix Sale Number: 54-031-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundaries are marked and identified by blue and red paint, along with a road. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint, with the exception of the northern boundaries of Payment Units 2 and 3, which are unpainted and identified by Long Rapids Road. 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) 1-3, cut all trees that are two (2) inches or more at DBH, except do not cut or damage green marked trees in Payment Unit 1. Green marked special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Note that dead ash (defined as loose bark and no live branches) may be cut throughout the sale area. If cut, it must be skidded and piled separately on the landing. The sale administrator will measure the dead ash and the wood cannot be hauled prior to scaling. The Purchaser will be invoiced at \$5.00 per cord. The contractor has 30 days to pay from the date of the invoice.

In addition, note that Mixed Aspen Sawtimber is bigtooth and quaking aspen. Mixed Aspen Pulpwood is bigtooth aspen, quaking aspen, and balsam poplar. Mixed Hardwood Pulpwood is black cherry and red maple.

## 2.2 - Utilization

#### 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within all Payment Units. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length. Slash from tops must be evenly distributed and used for all drive over operations to minimize rutting.

## 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 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.

Within Payment Unit 3, if more than 25% of the spruce seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$50 per acre for all acreage within that specified portion of the sale area that was damaged.

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$150 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such

payment does not constitute ownership of the undesignated timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

## 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

## 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations in a Payment Unit to determine landing and road locations.

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 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

#### 5.2.2 - 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) 1-3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 3/1 to 7/1. This restriction is due to low ground and seasonably wet soils. Cutting, skidding, and/or hauling will only be allowed during this period if approved by the Unit Manager or his/her representative.

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

Timber harvesting in any Payment Unit must be completed before significant sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) 1 and 2, leave one, 9" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

#### 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.

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

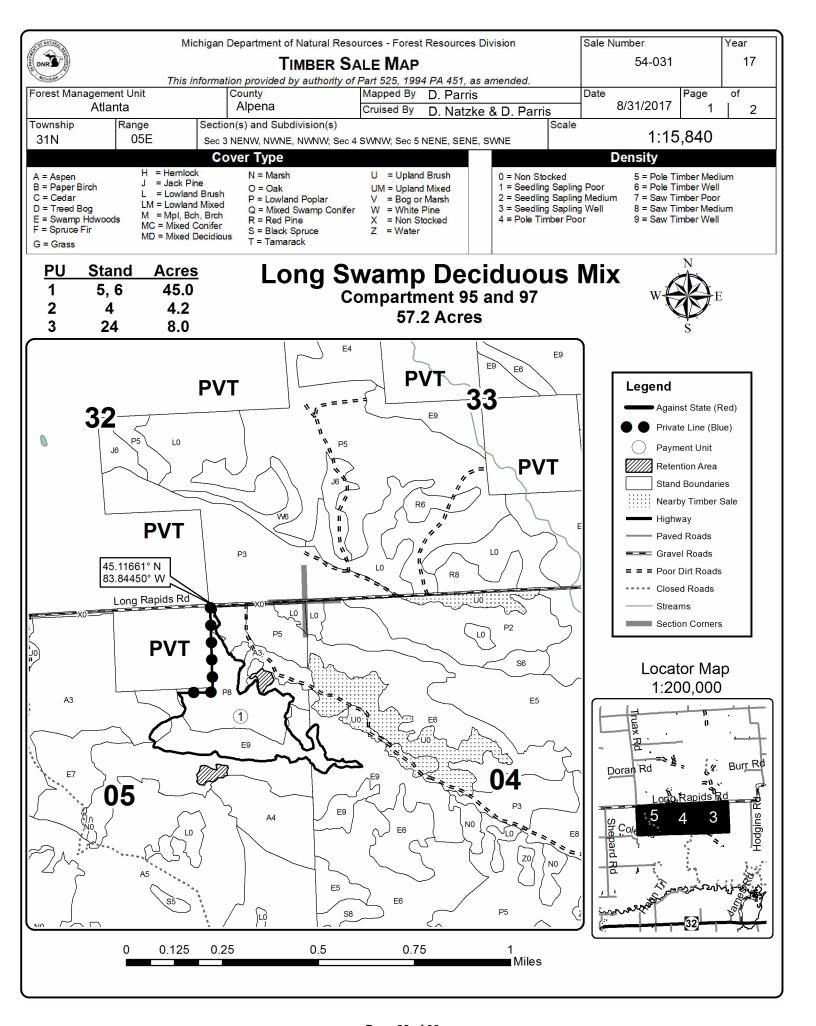
No harvesting operations, including skidding and felling, are to take place within the vernal pond areas. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. All equipment is to be stored/parked more than 100 feet from vernal ponds and low areas that hold water on a seasonal basis to prevent oil spill and other types of contamination in these areas. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

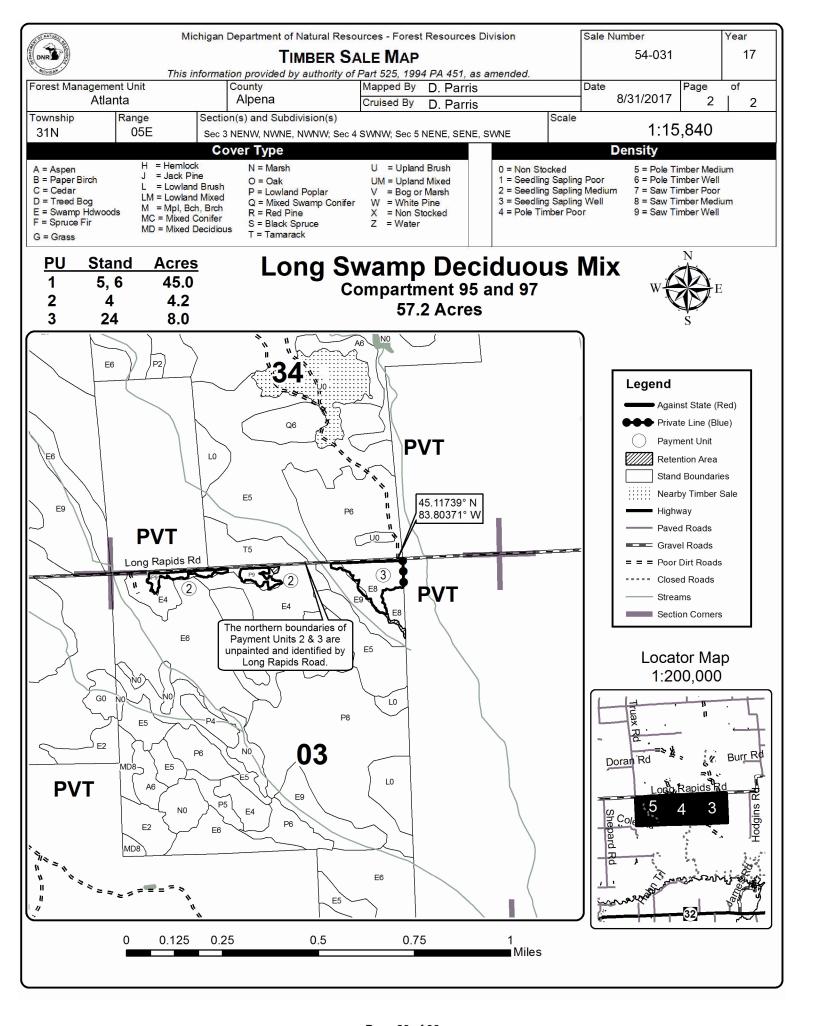
#### 5.8 - Protection of Endangered Species

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

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

Section Name: Sale Specific Current as of 3/15/2018 11:04:09AM





EEDEBAL ID:

#### **BID FORM**

ATLANTA MANAGEMENT UNIT ATLANTA OFFICE

## Spruce Werth Mix (54-028-17) ; Alpena COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on April 24, 2018, 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.

- 1	PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
	Sawtimber B. T. Aspen	25.10 MBF	\$	90.00/MBF	\$
	Red Maple	16.00 MBF	\$	138.00/MBF	\$
	Red Pine	68.40 MBF	\$	121.00/MBF	\$
	White Pine	52.50 MBF	\$	97.00/MBF	\$
	Pulpwood				
-	Balsam Fir	36.00 Cords	\$	31.70/Cord	\$
	Jack Pine	30.00 Cords	\$	22.45/Cord	\$
	Mixed Aspen	431.00 Cords	\$	23.95/Cord	\$
	Mixed Hardwood	424.00 Cords	\$	20.00/Cord	\$
	Mixed Spruce	3.00 Cords	\$	34.20/Cord	\$
	Paper Birch	52.00 Cords	\$	22.75/Cord	\$
	Red Pine	96.00 Cords	\$	50.15/Cord	\$
	White Pine	214.00 Cords	\$	48.55/Cord	\$
- 1					

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.60 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 SOC	IAL SECU	IRITY NUMBI	ER:			
	Company or indivi	dual bidding:							
	Company representative's name:								
	Address:								
	City:		State:		Zip:		-		
F AVAILA	ABLE, PLEASE PLA	ACE THE PERSO	NALIZED LAB	EL FROM	YOUR PROS	SPECTUS IN	THE ABOVE B	OX.	
ndividual	or company repres	entative's signatu	ıre:				Date:		
Phone nu	mber :			Email (c	optional):				

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



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

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

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

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

## **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.

	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.							
•	All Information must be typed or printed except for written signatures.							
Ple	ase Check Appropriate Categories:							
1. My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):								
	A. Sole Proprietorship (individual)							
	B. Partnership							
	C. Corporation							
2.	You <b>must</b> check <u>one</u> 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 o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517 -322-1195).							
	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 <b>must</b> indicate the number of <b>both</b> 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							
lam	e of Business Federal ID (or) Social Security No.							
اد اد	ess Telephone							
uui	Telephone ( )							
ity	State ZIP							
n fa	reby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur actors affecting my coverage during any of my present and future operations.  ignature of Owner or Authorized Representative							
T	itle Date							

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

## **BID FORM**

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

## Brilinski Red Pine (54-027-17) ; Alpena COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on April 24, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber					
Bl/R/Hybrid Oak	1.90	MBF	\$	110.00/MBF	\$
Red Maple	6.10	MBF	\$	138.00/MBF	\$
Red Pine	1,207.30	MBF	\$	121.00/MBF	\$
White Pine	5.50	MBF	\$	97.00/MBF	\$
Pulpwood					
B. T. Aspen	21.00	Cords	\$	23.95/Cord	\$
Jack Pine	6.00	Cords	\$	22.45/Cord	\$
Mixed Oak	28.00	Cords	\$	21.55/Cord	\$
Mixed Spruce	10.00	Cords	\$	34.20/Cord	\$
Paper Birch	5.00	Cords	\$	22.75/Cord	\$
Red Maple	89.00	Cords	\$	20.00/Cord	\$
Red Pine	1,164.00	Cords	\$	50.15/Cord	\$
Scotch Pine	17.00	Cords	\$	26.45/Cord	\$
White Pine	90.00	Cords	\$	48.55/Cord	\$
1					

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.20 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
ا F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.	J
ndividual	or company representative's signatur	re:		Date:	
Phone nu	ımber :	Email (d	pptional):		

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



# Michigan Department of Natural Resources Forest Resources Division

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

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

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

## **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.

•	<ul> <li>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.</li> </ul>								
•	All Information must be typed or printed except for written signatures.								
Ple	lease Check Appropriate Categories:								
1.	. My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation								
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>								
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indithan yourself, including family members and active parameters.  Full-time Employees	icate the number of <b>both</b> full-time and part-time employees, other rtners (if none, you must enter "0").  Part-time Employees							
Nam	me of Business	Federal ID (or) Social Security No.							
Add	dress	Telephone ( )							
City	y State	ZIP							
in f	pereby certify that the above information is true and correfactors affecting my coverage during any of my present a Signature of Owner or Authorized Representative	ct. I agree to notify the Michigan DNR of any changes that occur and future operations.							
7	Title	Date							

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

FEDERAL ID:

## **BID FORM**

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

## Long Swamp Deciduous Mix (54-031-17) ; Alpena COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on April 24, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber	F 00	MDE	ф	00 00 /MPE	¢
Mixed Aspen	5.90	MBF	\$	90.00/MBF	\$
Red Maple	55.00	MBF	\$	138.00/MBF	\$
White Spruce	9.40	MBF	\$	68.00/MBF	\$
Pulpwood					
Jack Pine	11.00	Cords	\$	22.45/Cord	\$
Mixed Aspen	190.00	Cords	\$	23.95/Cord	\$
Mixed Hardwood	650.00	Cords	\$	20.00/Cord	\$
Paper Birch	26.00	Cords	\$	22.75/Cord	\$
Red Pine	2.00	Cords	\$	50.15/Cord	\$
Tamarack	16.00	Cords	\$	31.85/Cord	\$
White Spruce	33.00	Cords	\$	34.20/Cord	\$
1					

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.36 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.

	<del></del> -			
	Company or indivi	idual bidding:		
	Company representative's name:			
	Address:	ess:		
	City:	State:	Zip:	
ا F AVAIL	ABLE, PLEASE PL	ACE THE PERSONALIZED LABEL F	ROM YOUR PROS	SPECTUS IN THE ABOVE BOX.
ndividual or company representative's signature:				Date:
Phone number : E			nail (optional):	

or SOCIAL SECURITY NUMBER:

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



# Michigan Department of Natural Resources Forest Resources Division

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

FOR DEPARTMENT USE ONLY			
Sale Number (XX – XXX – XX – XX)			
Forest Management Unit:			
3			

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.				
PΙε	Please Check Appropriate Categories:				
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  Certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  Certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  Certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other</li> </ul>				
	than yourself, including family members and active partners (if noFull-time Employees	ne, you must enter "0")Part-time Employees			
Nan	Name of Business Federal	Federal ID (or) Social Security No.			
Add	Address Telepho (	Telephone ( )			
City	City State ZIP				
in f	I hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future of Signature of Owner or Authorized Representative				
7	Title	Date			

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

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