

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# TIMBER SALE PROSPECTUS #6187

### <u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on April 26, 2018. <u>LOCATION:</u> 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:

<u>Hwy To Pine</u> (11-003-18) Baraga County, Advertised Price \$36,920.00, 75.6 Acres, Hardwood, Spruce/Fir/Tamarack.

Rookery Oak (11-017-18) Houghton County, Advertised Price \$50,188.20, 58.9 Acres, Hardwood, Red Oak.

SALE NOTE: Access may be through private land.

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

# 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 April 26, 2018. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

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

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

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

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

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

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

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

## 5. Public Opening of Sealed Bids (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

#### Hwy To Pine (11-003-18)

#### Baraga County (Advertised Price \$36,920.00)

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	ESTIMATE	<u>ED UNITS*</u>	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Black Cherry	0.20	MBF	\$	171.00 / MBF
Paper Birch	5.50	MBF	\$	37.00 / MBF
Red Maple	2.10	MBF	\$	215.00 / MBF
Red Pine	7.90	MBF	\$	130.00 / MBF
Sugar Maple	4.30	MBF	\$	372.00 / MBF
White Spruce	24.60	MBF	\$	40.00 / MBF
Pulpwood				
Balsam Fir	331.00	Cords	\$	8.30 / Cord
Mixed Hardwood	250.00	Cords	\$	15.90 / Cord
Mixed Spruce	378.00	Cords	\$	19.90 / Cord
Paper Birch	62.00	Cords	\$	8.65 / Cord
Quaking Aspen	56.00	Cords	\$	25.60 / Cord
Red Pine	236.00	Cords	\$	57.30 / Cord
Tamarack	155.00	Cords	\$	18.60 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.11 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 \$3,600.00 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

IT NOMBER	
01	53.8%
02	44.6%
03	1.6%

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.

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE		
1	Paper Birch	Sawtimber	1.3	MBF	34.6	\$19,882.80		
	Red Pine		7.9	MBF				
	White Spruce		3.9	MBF				
	Balsam Fir	Pulpwood	115.0	Cords				
	Mixed Spruce		116.0	Cords				
	Black Spruce	Sawtimber	0.7	MBF				
	Black Spruce	Pulpwood	86.0	Cords				
	White Spruce		29.0	Cords				
	Paper Birch		28.0	Cords				
	Quaking Aspen		38.0	Cords				
	Red Pine		236.0	Cords				
	Tamarack		35.0	Cords				
	Tamarack	Sawtimber	4.8	MBF				
	Tamarack	Pulpwood	25.0	Cords				
2	Paper Birch	Sawtimber	4.2	MBF	39.2	\$16,472.10		
	Red Maple		2.1	MBF				
	Sugar Maple		3.7	MBF				
	White Spruce		20.7	MBF				
	Balsam Fir	Pulpwood	215.0	Cords				
	Mixed Hardwood		230.0	Cords				
	Red Maple		134.0	Cords				
	Sugar Maple		83.0	Cords				
	Yellow Birch		13.0	Cords				
	Mixed Spruce		262.0	Cords				
	Black Spruce	Sawtimber	2.9	MBF				
	Black Spruce	Pulpwood	118.0	Cords				
	White Spruce		138.0	Cords				
	Paper Birch		34.0	Cords				
	Quaking Aspen		18.0	Cords				
	Tamarack		121.0	Cords				
	Tamarack	Sawtimber	19.6	MBF				
	Tamarack	Pulpwood	82.0	Cords				
3	Black Cherry	Sawtimber	0.2	MBF	1.8	\$583.70		
	Sugar Maple		0.6	MBF				
	Balsam Fir	Pulpwood	1.0	Cords				
	Mixed Hardwood		20.0	Cords				
	Black Cherry		7.0	Cords				
	Red Maple		2.0	Cords				
	Sugar Maple		11.0	Cords				
		TOTAL:	44.6	MBF				
	TOTAL: 1,469.0 Cords							

# Description of Timber by Payment Unit (PU)

#### Sale Specific Conditions & Requirements

### Sale Name: Hwy To Pine

Sale Number: 11-003-18 Seq#: 2

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected, unless otherwise directed by the sale administrator.

### 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except hemlock, black cherry white pine, cedar, red pine, and red oak if present. In addition, within Payment Unit 1, cut all red pine that are marked with orange paint above and below stump height.

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

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

#### 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.

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

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

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

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Chips are considered a product and cannot be stockpiled on site. This is because chip piles inhibit regeneration.

### 3 - Payments

#### 3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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

#### 4 - Transportation

4.1 - Construction

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

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on State Forest Land. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.

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

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road

maintenance or construction, including stumps, shall be dispersed throughout the sale.

## 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal 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, for crossings on state land, will be obtained by the DNR. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.

# 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge, and may be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

## 4.2 - Maintenance

# 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The sale administrator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

# 4.2.4 - Grading (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.

## 5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

# 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

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

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

be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

### 5.2.30 - Landing/road top soil protection (2/15)

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per the instructions of the sale administrator by July 15 following harvest completion to allow for re-vegetation before the dry season.

### 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 wind rowed 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.

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

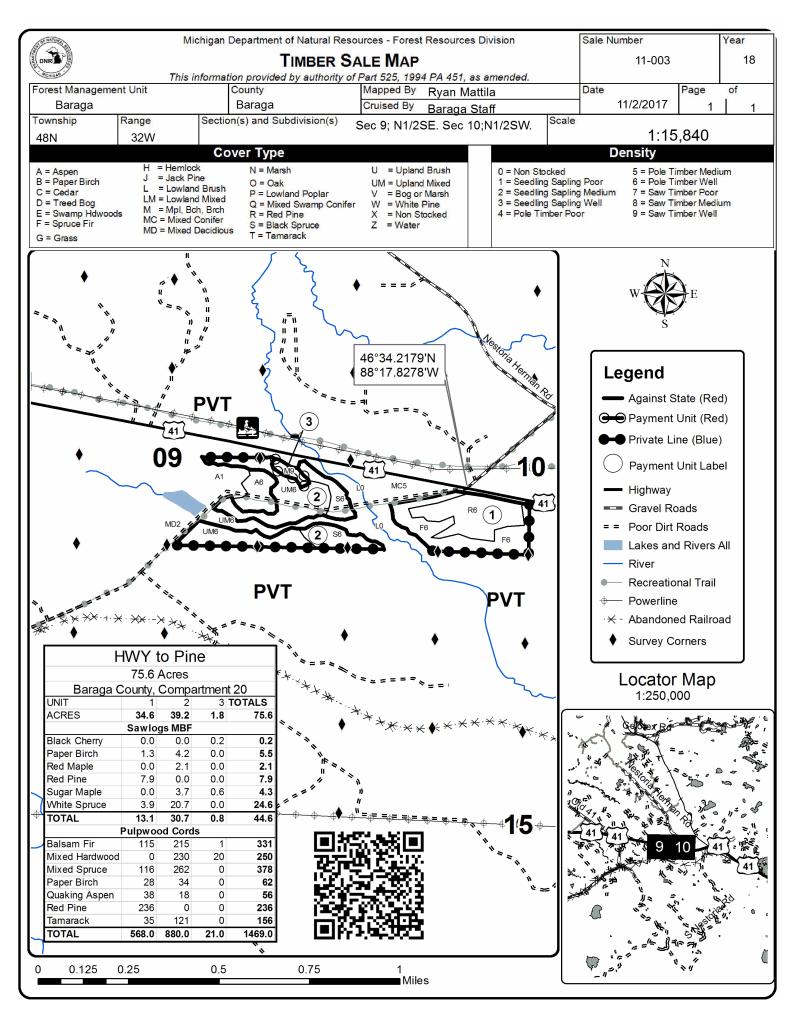
#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

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



# TIMBER SALE INFORMATION

#### Rookery Oak (11-017-18)

#### Houghton County (Advertised Price \$50,188.20)

SALE NOTE: Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRIC	
Sawtimber				
Basswood	2.20	MBF	\$	119.00 / MBF
Black Ash	9.60	MBF	\$	73.00 / MBF
Red Maple	16.50	MBF	\$	215.00 / MBF
Red Oak	150.50	MBF	\$	165.00 / MBF
Sugar Maple	1.80	MBF	\$	372.00 / MBF
White Ash	10.40	MBF	\$	89.00 / MBF
Pulpwood				
Balsam Fir	28.00	Cords	\$	8.30 / Cord
Basswood	43.00	Cords	\$	14.10 / Cord
Mixed Hardwood	696.00	Cords	\$	15.90 / Cord
Mixed Spruce	16.00	Cords	\$	19.90 / Cord
Quaking Aspen	36.00	Cords	\$	25.60 / Cord
Red Oak	282.00	Cords	\$	21.65 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 14.90 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$4,500.00 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 01 PERCENT OF TOTAL SALE VALUE 76.9%

02						23.1%	
01						10.970	

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.

· · ·		Payment Unit (PU		1		
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Ash	Sawtimber	9.6	MBF	36.9	\$38,574.75
	Red Maple		11.5	MBF		
	Red Oak		126.0	MBF		
	Sugar Maple		1.8	MBF		
	White Ash		5.4	MBF		
	Balsam Fir	Pulpwood	6.0	Cords		
	Basswood		33.0	Cords		
	Mixed Hardwood		496.0	Cords		
	Black Ash		49.0	Cords		
	Ironwood		16.0	Cords		
	Red Maple		297.0	Cords		
	Sugar Maple		130.0	Cords		
	White Ash		4.0	Cords		
	Mixed Spruce		16.0	Cords		
	White Spruce	Sawtimber	4.2	MBF		
	White Spruce	Pulpwood	8.0	Cords		
	Red Oak		219.0	Cords		
2	Basswood	Sawtimber	2.2	MBF	22.0	\$11,613.45
	Red Maple		5.0	MBF		
	Red Oak		24.5	MBF		
	White Ash		5.0	MBF		
	Balsam Fir	Pulpwood	22.0	Cords		
	Basswood		10.0	Cords		
	Mixed Hardwood		200.0	Cords		
	Black Ash		16.0	Cords		
	Red Maple		108.0	Cords		
	Sugar Maple		43.0	Cords		
	White Ash		33.0	Cords		
	Quaking Aspen		36.0	Cords		
	Red Oak		63.0	Cords		
		TOTAL:	191.0	MBF		
		TOTAL:	1,101.0	Cords		

# Description of Timber by Payment Unit (PU)

#### Sale Specific Conditions & Requirements

#### Sale Name: Rookery Oak

# Sale Number: 11-017-18 Seq#: 1

### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and payment unit boundaries are marked and identified by red and blue 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 exterior painted boundary line trees are not Included Timber and are to be protected unless otherwise directed by the unit manager or there representative.

#### 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, cut all trees which meet minimum piece specifications in 2.2 Utilization, except leave red oak marked with blue paint and all hemlock, white pine, red pine, cedar, and yellow birch.

2.2 - Utilization

2.2.1 - Utilization (2/04)

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

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Chips are condsidered a product and cannot be stockpiled on site. This is because chip piles inhibit regeneration.

#### 3 - Payments

### 3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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

#### 4 - Transportation

#### 4.1 - Construction

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

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on State Forest Land. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.

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

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

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

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal 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, for crossings on state land, will be obtained by the DNR. Please notify the DNR 90 days prior to working on any crossings that will require a DEQ permit.

### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge, and may be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

### 4.2 - Maintenance

## 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The sale administator reserves the right to halt harvest activities if haul roads are not properly filled and shaped to his/her specifications.

#### 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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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) 1 & 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of May 1 to December 1, or until the ground becomes snow covered to the extent that it prevents ground scarification. This restriction is for site preparation for red oak regeneration.

#### 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 the instructions of the sale administrator by July 15 following harvest completion to allow for re-vegetation before the dry season.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

### 5.2.38 - No decking against live trees (2/04)

Cut products may not be decked against unmarked or designated leave trees.

### 5.4 - Soil Protection

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

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

### 5.8 - Protection of Endangered Species

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

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

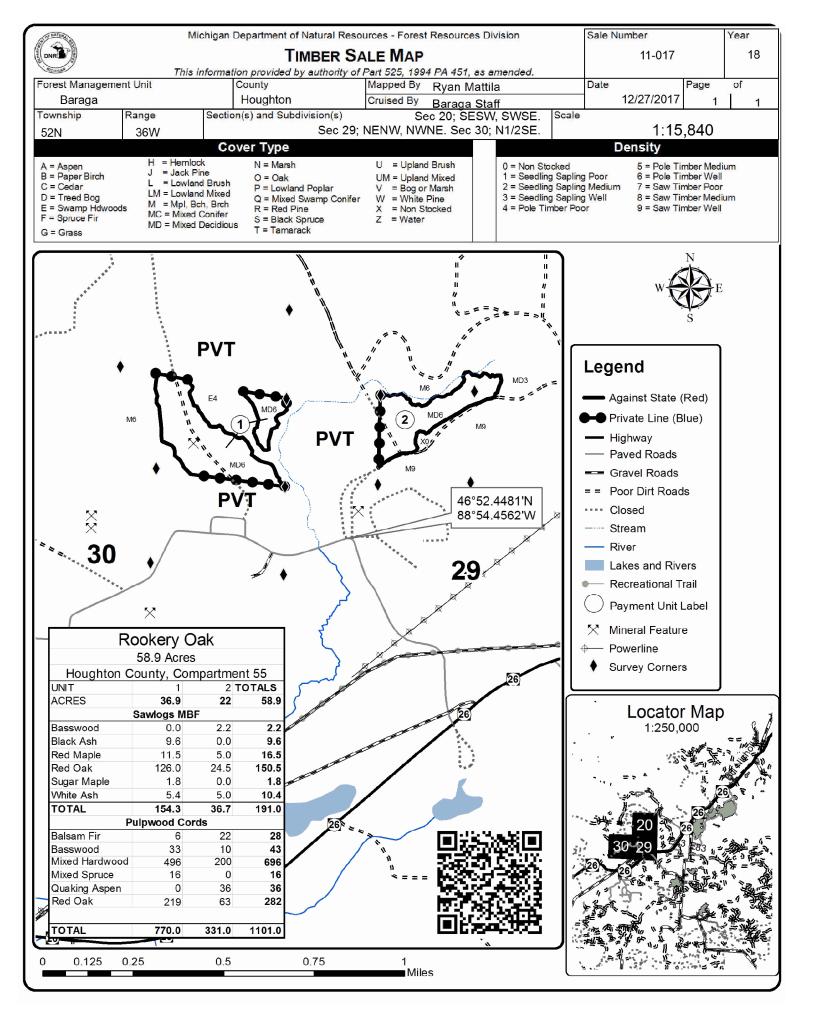
### 7 - Other Conditions

7.3 - Contract Modifications

### 7.3.1 - Emerald Ash Borer

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

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



#### TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

#### Rookery Oak (11-017-18) ; Houghton COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on April 26, 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 Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Basswood	2.20	MBF	\$	119.00/MBF	\$
Black Ash	9.60	MBF	\$	73.00/MBF	\$
Red Maple	16.50	MBF	\$	215.00/MBF	\$
Red Oak	150.50	MBF	\$	165.00/MBF	\$
Sugar Maple	1.80	MBF	\$	372.00/MBF	\$
White Ash	10.40	MBF	\$	89.00/MBF	\$
Pulpwood					
Balsam Fir	28.00	Cords	\$	8.30/Cord	\$
Basswood	43.00	Cords	\$	14.10/Cord	\$
Mixed Hardwood	696.00	Cords	\$	15.90/Cord	\$
Mixed Spruce	16.00	Cords	\$	19.90/Cord	\$
Quaking Aspen	36.00	Cords	\$	25.60/Cord	\$
Red Oak	282.00	Cords	\$	21.65/Cord	\$
•					

\*The volumes are statistically estimated within plus (+) or minus (-) 14.90 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		·
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:

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_\_

\_\_\_\_\_ Date:\_\_\_\_\_

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

AT OF NATURAL RE	Michigan Department of Natur Forest Resources Div		FOR DEPARTMENT USE ONLY				
Manda DNR	TIMBER SAL	F	Sale Number (XX – XXX – XX – XX)				
"/CHIGAN	VERIFICATION OF WORKE	—	v				
			Y Forest Management Unit:				
	COMPENSATION ACT C	OMPLIANCE					
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.					
VERIFI	CATION OF WORKER'S DISABILIT		ION ACT COMPLIANCE				
	s verification must be completed and e contract.	submitted within 2	21 days of contract award and prior to the issuance of the timber				
	• In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted 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 s	signatures.				
Please	Check Appropriate Categories:						
1. My	business is organized as (you <b>must</b>	check one of the	boxes below):				
A. [	Sole Proprietorship (individual)						
В. [	Partnership						
C. [	Corporation						
2. You	u <b>must</b> check one of the boxes below	<i>w</i> .					
			employees but the sole proprietor. I am not subject to the				
В. [	I certify my business has satisfied its on Exclusion (BWC-337, Rev. 5/96). I with the second seco	Il provide a copy of	rker's Compensation Act through the use of an approved Notice of the Notice of Exclusion within 21 days of the contract award. (For ker's Compensation Bureau at 517-322-1195).				
C. [			y. I will provide an original Certificate of Insurance within twenty-				
	ou have checked item 2(A) or 2(B), n yourself, including family members		te the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").				
	Full-time En	nployees	Part-time Employees				
Name of I	Business		Federal ID (or) Social Security No.				
Address			Telephone				
City		State	ZIP				
l hereby	certify that the above information is	true and correct	I agree to notify the Michigan DNR of any changes that occur				
	rs affecting my coverage during any o						
Signet	Signature of Owner or Authorized Perroportative						
Signat	Signature of Owner or Authorized Representative						
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

#### **BID FORM**

#### Hwy To Pine (11-003-18) ; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on April 26, 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.

\*The volumes are statistically estimated within plus (+) or minus (-) 12.11 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:	_

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

Individual or company representative's signature:

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_\_

\_\_\_\_\_ Date:\_\_\_\_\_

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

SAL OF NATUR	Michigan Department of Natural Resour Forest Resources Division	FOR DEPARTMENT USE ONLT					
HANR DNR		Sale Number (XX – XXX – XX – XX)					
CHIGA	VERIFICATION OF WORKER'S DI						
	COMPENSATION ACT COMPL	i orest Management Onit.					
	As required by Act 317, P.A. 1969 (Worker's Comp Part 5 of Act 451 of 1994, as amended	d.					
	FICATION OF WORKER'S DISABILITY COM						
S	ale contract.	ed within 21 days of contract award and prior to the issuance of the timber					
	<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>						
• A	All Information must be typed or printed except for written signatures.						
Pleas	Please Check Appropriate Categories:						
	1. My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):						
	A. 🗌 Sole Proprietorship (individual)						
	. Partnership						
C	Corporation						
2. Y	ou <b>must</b> check <u>one</u> of the boxes below:						
A	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.						
	<ul> <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-</li> </ul>						
	one (21) days of the contract award.						
	you have checked item 2(A) or 2(B), you <b>mu</b> nan yourself, including family members and ac	<b>ust</b> indicate the number of <b>both</b> full-time and part-time employees, other tive partners (if none, you must enter "0").					
	Full-time Employees	Part-time Employees					
Name o	of Business	Federal ID (or) Social Security No.					
Addres	S	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.						
	in active aneoling my coverage daming any or my precent and nature operations.						
Sigr	Signature of Owner or Authorized Representative						
Title		Date					

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

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