

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6120**

SCHEDULED SALE DATE AND TIME: 1:00 p.m. (local time) on June 18, 2018. LOCATION: GWINN MGMT UNIT, 410 WEST M-35, GWINN, MI 49841.

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

## Pelto's Farm SBW (32-107-17)

Marquette County, Advertised Price \$154,497.45, 210.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Review specification 4.1.2 regarding stream crossings. Review specification 4.4.1 regarding private property access. Review specification 5.2.3.3 regarding bark slippage restrictions.

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, GWINN OFFICE, 410 WEST M-35, GWINN, MI 49841, no later than 1:00 p.m. (local time) on June 18, 2018. For further information concerning this sale, contact Tom Seablom at 906-346-9201.

#### 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

#### Pelto's Farm SBW (32-107-17)

Marquette County (Advertised Price \$154,497.45)

SALE NOTE: Review specification 4.1.2 regarding stream crossings.

Review specification 4.4.1 regarding private property access.

Review specification 5.2.3.3 regarding bark slippage restrictions.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Red Maple	12.80	MBF	\$	84.00 / MBF
Sugar Maple	159.50	MBF	\$	374.00 / MBF
Pulpwood				
Balsam Fir	799.00	Cords	\$	33.20 / Cord
Jack Pine	101.00	Cords	\$	46.85 / Cord
Mixed Hardwood	1,479.00	Cords	\$	23.75 / Cord
Mixed Spruce	703.00	Cords	\$	32.60 / Cord
Paper Birch	63.00	Cords	\$	28.10 / Cord
Quaking Aspen	75.00	Cords	\$	35.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.20 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 \$7,725.00 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 VA
01	11.8%
02	14.5%
03	19.5%
04	3.8%
05	11.9%
06	13.7%
07	12.9%
08	1.8%
09	1.4%
10	8.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 11/30/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	2.3	MBF	15.9	\$18,283.00
	Sugar Maple		37.7	MBF		
	Mixed Hardwood	Pulpwood	168.0	Cords		
	Red Maple		6.0	Cords		
	Sugar Maple		162.0	Cords		
2	Red Maple	Sawtimber	3.8	MBF	24.6	\$22,380.20
	Sugar Maple		44.0	MBF		
	Mixed Hardwood	Pulpwood	236.0	Cords		
	Ironwood		2.0	Cords		
	Red Maple		28.0	Cords		
	Sugar Maple		206.0	Cords		
3	Red Maple	Sawtimber	2.5	MBF	27.7	\$30,097.65
	Sugar Maple		56.1	MBF		
	Mixed Hardwood	Pulpwood	375.0	Cords		
	Black Cherry		6.0	Cords		
	Ironwood		3.0	Cords		
	Red Maple		30.0	Cords		
	Sugar Maple		336.0	Cords		
4	Balsam Fir	Pulpwood	40.0	Cords	8.1	\$5,850.40
	Mixed Hardwood		56.0	Cords		
	Black Cherry		7.0	Cords		
	Red Maple		49.0	Cords		
	Mixed Spruce		60.0	Cords		
	Black Spruce		26.0	Cords		
	White Spruce		34.0	Cords		
	Paper Birch		44.0	Cords		
5	Red Maple	Sawtimber	3.7	MBF	25.1	\$18,410.4
	Sugar Maple		18.9	MBF		
	Mixed Hardwood	Pulpwood	455.0	Cords		
	Red Maple		98.0	Cords		
	Sugar Maple		357.0	Cords		
	Paper Birch		8.0	Cords		
6	Balsam Fir	Pulpwood	220.0	Cords	37.3	\$21,155.20
-	Jack Pine		29.0	Cords		
	Mixed Hardwood		17.0	Cords		
	Black Cherry		15.0	Cords		
	Sugar Maple		2.0	Cords		
	Mixed Spruce		362.0	Cords		
	White Spruce		362.0	Cords		
	Quaking Aspen		8.0	Cords		
7	Balsam Fir	Pulpwood	196.0	Cords	37.0	\$19,858.2
	Jack Pine		72.0	Cords		
	Mixed Hardwood		52.0	Cords		
	Black Cherry		33.0	Cords		
	Sugar Maple		19.0	Cords		
	Mixed Spruce		234.0	Cords		
	White Spruce		234.0	Cords		
	Quaking Aspen		31.0	Cords		
8	Red Maple	Sawtimber	0.5	MBF	2.8	\$2,856.1
	Sugar Maple		2.8	MBF		, ,
	Balsam Fir	Pulpwood	1.0	Cords		
	Mixed Hardwood	•	73.0	Cords		
	Red Maple		11.0	Cords		
	Sugar Maple		62.0	Cords		
9	Balsam Fir	Pulpwood	57.0	Cords	4.1	\$2,102.90

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
9 con't	Mixed Hardwood	Pulpwood	2.0	Cords		
	Red Maple		2.0	Cords		
	Mixed Spruce		5.0	Cords		
	White Spruce		5.0	Cords		
10	Balsam Fir	Pulpwood	285.0	Cords	27.4	\$13,503.25
	Mixed Hardwood		45.0	Cords		
	Black Cherry		15.0	Cords		
	Red Maple		30.0	Cords		
	Mixed Spruce		42.0	Cords		
	White Spruce		42.0	Cords		
	Paper Birch		11.0	Cords		
	Quaking Aspen		36.0	Cords		
		TOTAL:	172.3	MBF		
		TOTAL:	3,220.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Pelto's Farm SBW Sale Number: 32-107-17 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 4, 6, 7 & 10, cut all trees that are two (2) inches or more at DBH, except do not cut pine, oak, cedar, yellow birch and hemlock.

Within Payment Unit(s) 9, cut all trees that are two (2) inches or more at DBH, except do not cut pine, oak, cedar, and cherry.

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

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

#### 2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 5 & 8, all maple and ironwood trees which meet minimum piece specifications in 2.2 Utilization, are designated for cutting, except do not cut trees marked with yellow paint above and below stump height.

## 2.2 - Utilization

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

Skidding of unlimbed tops or lengths over 17 feet is not permissible within Payment Units 1, 2, 3, 5 & 8.

#### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1 - 5 & 8, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

## 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

#### 4.1.2 - Stream crossings, specific (3/11)

A temporary bridge is required between Payment Units 1 & 2. A portable bridge may be provided by the DNR if one is available. Contact sale administrator Jason Caron for specifics. Also, within Payment Unit 5, there is a small seep that occurs along an overgrown road. If this road is to be used, this crossing will require a crane mat or temporary crossing (see

spec 5.2.17 for details).

#### 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 used to block roads once the sale is complete.

#### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

#### 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. 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. Existing roads within the sale will need to be closed, contact forester Jason Caron for locations. In general, this will require stumps, slash, tops, and rocks to be placed in specified locations. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the sale administrator. The restriction may occur during wet weather conditions.

## 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. Contact Steve Nelson with Weyerhaeuser @ (906)201-1625 regarding the availability of onsite sand or gravel.

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: All state forest roads must be maintained and graded. This includes grading, crowning, and filling holes, if necessary. Grading equipment can consist of either a road grader or bull dozer. Damages will be assessed if grading/repair does not occur.

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

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser. Contact sale administrator Jason Caron for landowner contact information @ (906)485-1031 x 307.

## 4.4.3 - Access gate (12/08)

A private gates exist to access Payment Units 5, 9 & 10. Contact sale administrator Jason Caron for contact information.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations. The sale administrator must be contacted at least 5 business days in advance to schedule the conference.

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

A post-sale conference on site between the Purchaser and sale administrator is required 5 business days prior to the

completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.11 - 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

## 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 2, 3, 5 & 8, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage concerns.

#### 5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1, 2, 3, 5 & 8, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

## 5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

#### 5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

#### 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.

## 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible

condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

## 5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

## 5.8 - Protection of Endangered Species

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

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

#### 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on the appropriate 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.

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

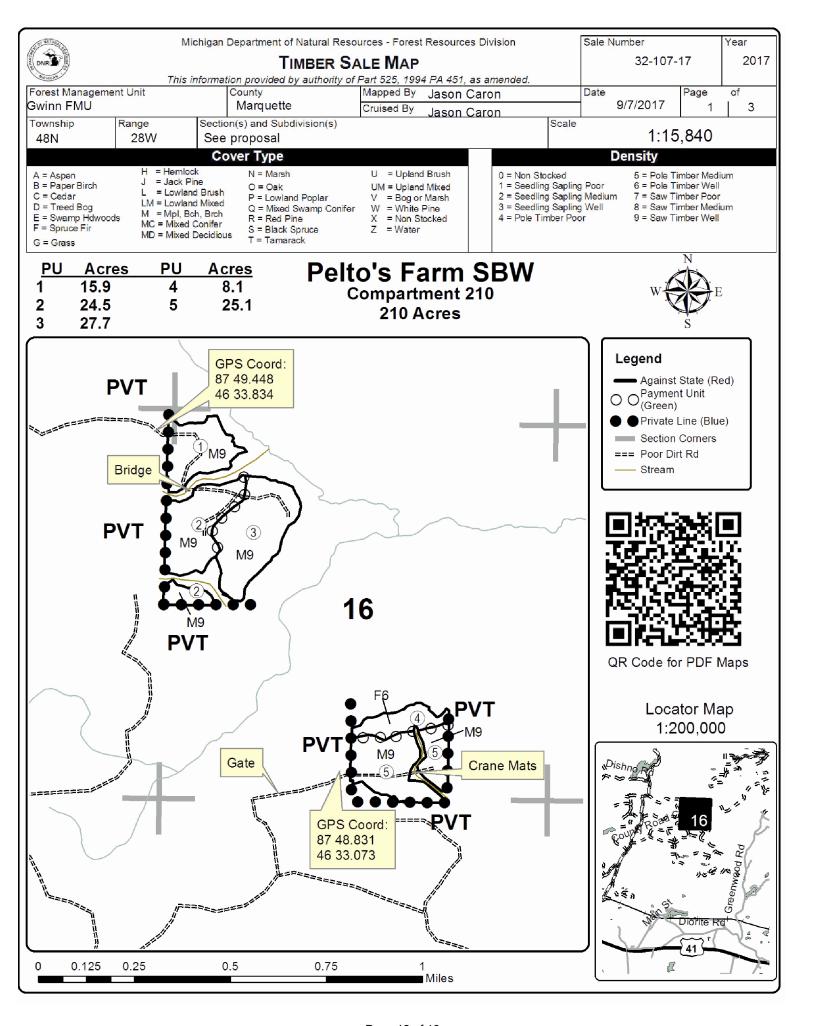
There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine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

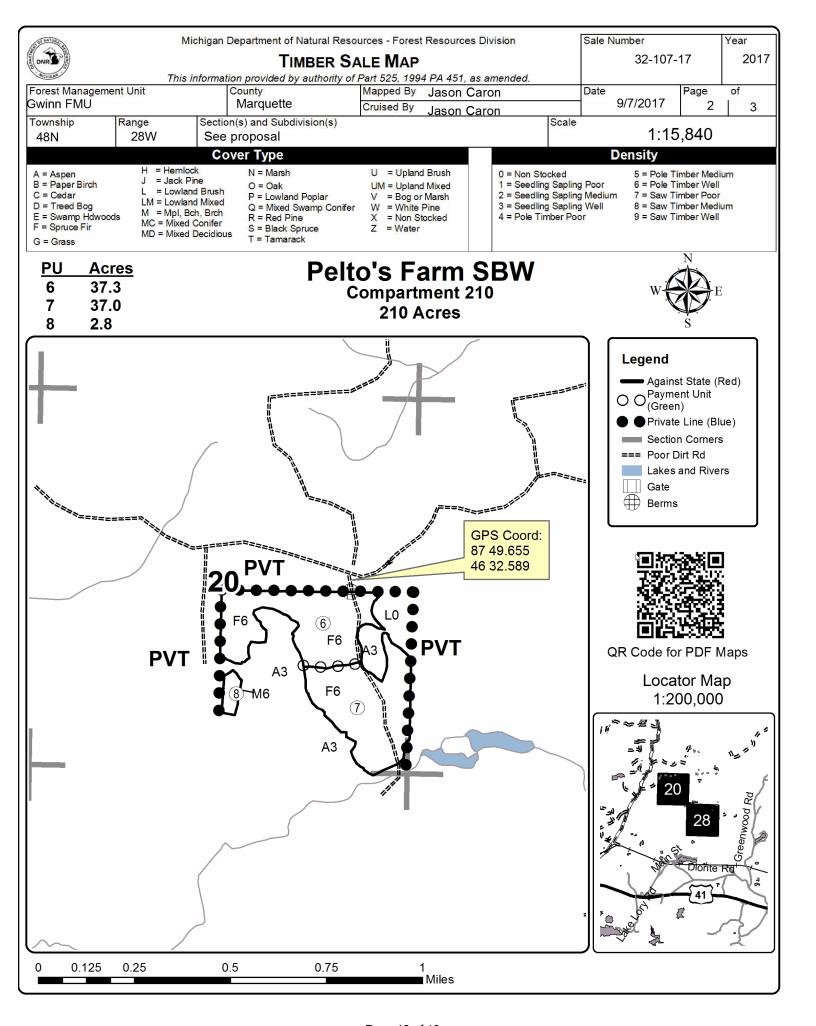
#### 7.5 - Loss

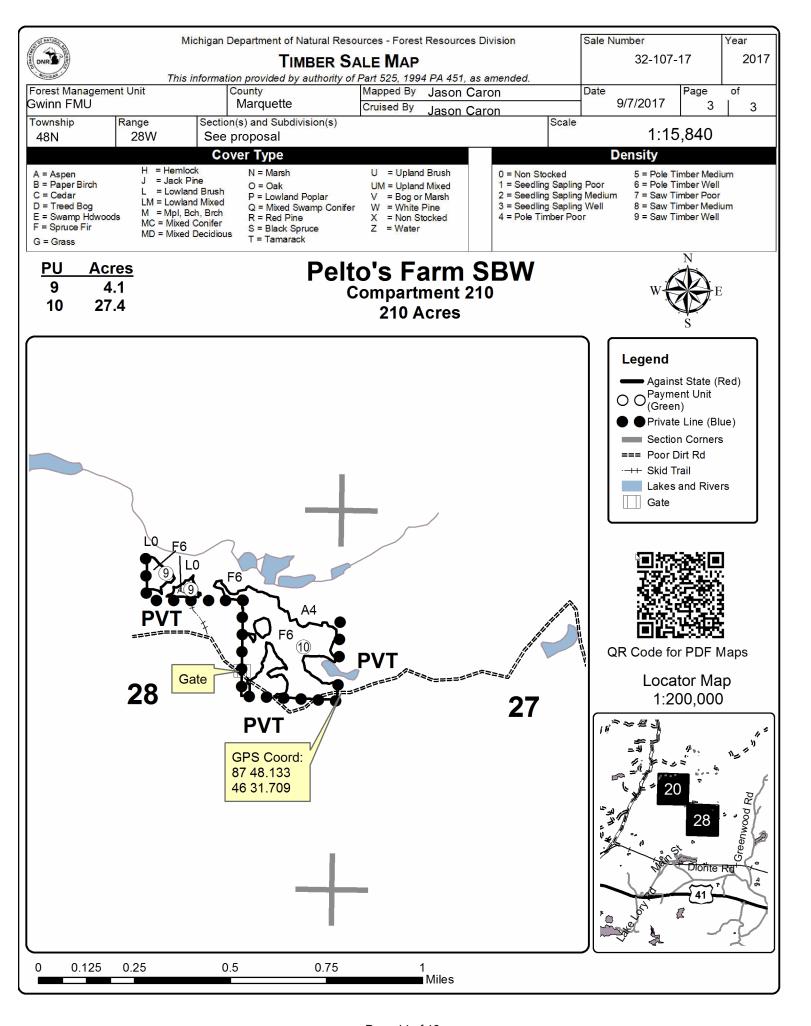
#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting. This applies to Payment Units 6, 7, 9 & 10.

Section Name: Sale Specific Current as of 5/24/2018 9:11:53AM







TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### BID FORM

GWINN MANAGEMENT UNIT GWINN OFFICE

## Pelto's Farm SBW (32-107-17) ; Marquette COUNTY

In response to the notice of sale to be held 1:00 p.m. (local time) on June 18, 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.

SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>A</u>	DVERTISED PRICE	BID PRICE/UNIT
	12.80	MBF	\$	84.00/MBF	\$
е	159.50	MBF	\$	374.00/MBF	\$
	799.00	Cords	\$	33.20/Cord	\$
	101.00	Cords	\$	46.85/Cord	\$
wood	1,479.00	Cords	\$	23.75/Cord	\$
ce	703.00	Cords	\$	32.60/Cord	\$
	63.00	Cords	\$	28.10/Cord	\$
pen	75.00	Cords	\$	35.95/Cord	\$
	e wood ce pen	12.80 e 159.50  799.00 101.00 wood 1,479.00 ce 703.00 63.00	12.80 MBF 159.50 MBF  799.00 Cords 101.00 Cords wood 1,479.00 Cords ce 703.00 Cords 63.00 Cords	12.80 MBF \$ e 159.50 MBF \$  799.00 Cords \$ 101.00 Cords \$ wood 1,479.00 Cords \$ ce 703.00 Cords \$ 63.00 Cords \$	12.80 MBF \$ 84.00/MBF e 159.50 MBF \$ 374.00/MBF  799.00 Cords \$ 33.20/Cord 101.00 Cords \$ 46.85/Cord wood 1,479.00 Cords \$ 23.75/Cord ce 703.00 Cords \$ 32.60/Cord 63.00 Cords \$ 28.10/Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.20 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:	DERAL ID: or SOCIAL SECURITY NUMBER:				
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual	dual or company representative's signature: Date:					
Phone nu	hone number : Email (optional):					

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



#### 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 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as	, ,						
VE	RIFICATION OF WORKER'S DISABILIT	Y COMPENSATION	ON ACT COMPLIANCE					
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.							
•								
•	All Information must be typed or printed except for written signatures.							
Ple	ease Check Appropriate Categories:							
1.	My business is organized as (you <b>must</b> A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	boxes below):						
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>							
3.	e the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").							
	Full-time En	nployees	Part-time Employees					
Nam	ne of Business		Federal ID (or) Social Security No.					
Addı	ress		Telephone ( )					
City		State	ZIP					
	ereby certify that the above information is actors affecting my coverage during any c		I agree to notify the Michigan DNR of any changes that occur future operations.					

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

Date

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