

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6191**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on June 11, 2018.

LOCATION: SAULT STE MARIE MGMT UNIT, PO BOX 798, 2001 ASHMUN, SAULT STE MARIE, MI 49783.

PROSPECTUS NOTE: There will be an on-site pre-bid meeting on Tuesday, May 23rd. We will meet at 9 am at the intersection of 20th St. and 16th Ave. where the snowmobile trail crosses the road. If you are not able to attend this meeting and have questions about this sale contact Josh Brinks at 906-635-5281 X 1112170168.

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, SAULT STE MARIE MANAGEMENT UNIT, for Algonquin Mix (45-013-17)

Chippewa County, Advertised Price \$15,671.20, 177.1 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: The Soo/Strongs trail is very sandy and \$20,000 has been subtracted from the advertised price of this sale to cover the cost of pit run/gravel on the trail.

The Purchaser must notify the DNR 2 weeks prior to starting the sale to give enough time to close the ski trail (Algonquin Pathway).

Payment Unit 6 is 17.1 acres of clearing along the ski trail. Within Payment Unit 6, all trees greater than 2" at DBH are designated for cutting within 6' of the center line of the ski trail. In addition, fell all hazard trees or snags that may fall across the trail. Payment Unit 6 includes all portions of the ski trail that do not fall within another Payment Unit.

In order to access Payment Unit 4, the Purchaser will have to cross the TransCanada pipeline which will require placing crane mats over the pipe. This work will have to be done with a representative from TransCanada on site.

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

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

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

Bids must be received by the Unit Manager, SAULT STE MARIE OFFICE, PO BOX 798 2001 ASHMUN, SAULT STE MARIE, MI 49783, no later than 10:00 a.m. (local time) on June 11, 2018. For further information concerning this sale, contact Jeff Wise at 906-635-5281 extension 2.

#### 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

#### Algonquin Mix (45-013-17)

Chippewa County (Advertised Price \$15,671.20)

SALE NOTE: The Soo/Strongs trail is very sandy and \$20,000 has been subtracted from the advertised price of this sale to cover the cost of pit run/gravel on the trail.

The Purchaser must notify the DNR 2 weeks prior to starting the sale to give enough time to close the ski trail (Algonquin Pathway).

Payment Unit 6 is 17.1 acres of clearing along the ski trail. Within Payment Unit 6, all trees greater than 2" at DBH are designated for cutting within 6' of the center line of the ski trail. In addition, fell all hazard trees or snags that may fall across the trail. Payment Unit 6 includes all portions of the ski trail that do not fall within another Payment Unit.

In order to access Payment Unit 4, the Purchaser will have to cross the TransCanada pipeline which will require placing crane mats over the pipe. This work will have to be done with a representative from TransCanada on site.

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*		ADVERTISED PRICE	
Pulpwood				
Balsam Fir	83.00	Cords	\$	4.50 / Cord
Black Spruce	253.00	Cords	\$	5.50 / Cord
Jack Pine	61.00	Cords	\$	14.75 / Cord
Misc. Species 1	17.10	Acres	\$	1.00 / Acre
Mixed Aspen	1,698.00	Cords	\$	5.70 / Cord
Paper Birch	377.00	Cords	\$	5.65 / Cord
Red Pine	13.00	Cords	\$	22.35 / Cord
Tamarack	41.00	Cords	\$	4.75 / Cord
White Pine	59.00	Cords	\$	8.40 / Cord
White Spruce	36.00	Cords	\$	5.55 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.33 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:**

- A bond in the amount of \$784.00 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:

PERCENT OF TOTAL SALE VALUE
22.9%
32.3%
17.2%
18.0%
9.5%
0.1%

- 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	Balsam Fir	Pulpwood	17.0	Cords	33.3	\$3,589.75
	Black Spruce		1.0	Cords		
	Jack Pine		39.0	Cords		
	Mixed Aspen		400.0	Cords		
	Paper Birch		89.0	Cords		
	Red Pine		4.0	Cords		
	Tamarack		1.0	Cords		
	White Spruce		10.0	Cords		
2	Balsam Fir	Pulpwood	31.0	Cords	51.9	\$5,063.65
	Black Spruce	-	2.0	Cords		
	Mixed Aspen		701.0	Cords		
	Paper Birch		144.0	Cords		
	Tamarack		2.0	Cords		
	White Spruce		17.0	Cords		
3	Balsam Fir	Pulpwood	16.0	Cords	27.7	\$2,699.05
	Black Spruce	•	1.0	Cords		
	Mixed Aspen		374.0	Cords		
	Paper Birch		77.0	Cords		
	Tamarack		1.0	Cords		
	White Spruce		9.0	Cords		
4	Balsam Fir	Pulpwood	1.0	Cords	28.0	\$2,815.10
	Black Spruce	·	243.0	Cords		
	Jack Pine		22.0	Cords		
	Mixed Aspen		5.0	Cords		
	Paper Birch		44.0	Cords		
	Red Pine		9.0	Cords		
	Tamarack		37.0	Cords		
	White Pine		59.0	Cords		
5	Balsam Fir	Pulpwood	18.0	Cords	19.1	\$1,486.55
	Black Spruce		6.0	Cords		
	Mixed Aspen		218.0	Cords		
	Paper Birch		23.0	Cords		
6	Misc. Species 1	Pulpwood	17.1	Acres	17.1	\$17.10

TOTAL: 17.1 Acres

#### Sale Specific Conditions & Requirements

Sale Name: Algonquin Mix Sale Number: 45-013-17 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, along with a trail and a pipeline. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The interior boundaries between Payment Units 2 and 3 are unpainted and identified by the Soo/Strongs trail and the pipeline (see pg. 3 of the Timber Sale Map). The painted boundary line trees are not Included Timber and are to be protected. Note that there is green paint around an area of red pine in Payment Unit 1.

## 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 deciduous trees that are two (2) inches or more at DBH, and all conifers that are four (4) inches or more at DBH, except do not cut maple, oak, yellow birch, red pine, white pine, cedar, and hemlock. In addition, Payment Unit 1 includes a small area of red pine that is bounded by green paint; red pine marked with orange paint are designated for cutting in this area. Also, within Payment Unit 4, red pine and white pine are designated for cutting when marked with orange paint.

#### 2.1.4 - Designated timber unit(s) (6/17)

Within Payment Unit(s) 6, all trees greater than 2" at DBH are designated for cutting within 6' of the center line of the ski trail (see pg. 4 of the Timber Sale Map). In addition, fell all hazard trees or snags that may fall across the trail. Payment Unit 6 includes all portions of the ski trail that do not fall within another Payment Unit.

The Purchaser is required to widen the ski trail to 12'. This will create a 12' wide treeless corridor along the existing trail system. Stumps must be cut flush with the ground. If this is not possible, the stump may be removed and placed upright. All hazard trees along the trail must also be cut. Hazard trees are those that are dead or have a severe defect that may cause them to fail. All hazard trees that have the potential to fall on the trail should be removed. Hazard trees will be left in the woods or scaled by the Sale Administrator before they are removed.

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

Note that Payment Unit 5 involves access through an undivided interest parcel. If access issues cannot be resolved, this unit may be removed from the contract, along with the portion of Payment Unit 6 that would not be accessible, with a Timber Sale Contract Supplement and damages will not be charged per General Condition & Requirement 8.3.

#### 3 - Payments

## 3.3 - Pre-measured Sales

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

Payment Unit(s) 1, 2, 3, and 4 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.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.1 - Order of cutting (1/09)

Payment Units shall be cut in any order, but Payment Unit 6 must be started before Payment Units 1, 2, and 3, unless approved by the Unit Manager or his/her representative.

## 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.

#### 4.1.6 - 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. Some existing roads may also need to be closed, contact the sale administrator for locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to ORV's, cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Stumps that have been removed to widen the trail shall be used to block trails as instructed by the sale administrator or shall be moved away from the trail and placed standing up-right. Contact the sale administrator for specific details of design and placement.

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

The following road work is required: The snowmobile trail (Soo/Strongs Trail) will be used to access the sale and is very sandy. The Purchaser is required to grade the trail and spread 1000 cubic yards of 22A gravel over the sand in order to use the grade for trucking.

#### 4.1.10 - Oversight (12/08)

The Unit Manager, or his/her representative, must be present when the road improvement project is initiated on the ski trail.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (10/16)

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

#### 4.4 - Access

#### 4.4.3 - Access gate (12/08)

The access gate must be locked at all times. This is to prevent someone other than the Purchaser from going through the gate and being locked in. See the sale administrator for access 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 Unit Manager or his/her representative must be contacted at least 14 days prior to beginning the sale. This must be done so that the DNR can go through the proper procedures of closing the pathway.

## 5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. The Purchaser will be required to place crane mats over the pipeline at locations designated on the Timber Sale Map. A representative from TransCanada will have to be onsite when this work is done. The Purchaser is also required to block the pipeline using stumps from road building and trail improvements. A 16' gap should be left along the tree line for an access gate. The pipeline will have to be blocked at locations designated on the Timber Sale Map.

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height. Note that brush piles left for rabbit habitat may exceed 24 inches in height (see spec 5.2.4.2).

#### 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. This does not apply to Payment Unit 6.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2, 3, 5 and 6, unless changed by written agreement, cutting, skidding, and hauling are not permitted from November 1 to May 1. This restriction is because of the ski trail and user safety.

#### 5.2.4 - Dead and Down Creation

## 5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave one pile of brush on the ground for every two acres in Payment Units 1-5. Piles should be at least 6 feet tall and 12 feet in diameter. They will be scattered throughout the units or positioned per the sale administrators instructions.

#### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed. This does not apply to Payment Unit 6.

#### 5.2.17 - Crane Mats/Timber Mats (9/17)

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC, the Newberry Field Office 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 \$125.00 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 of wet soils along the outsides of the unit.

#### 5.2.39 - ORV trail/route protection (12/12)

The Soo/Strongs Trail is an ORV trail or route and is shown on the Timber Sale Map. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.

## 5.2.40 - Pathway protection (10/10)

The Algonquin Pathway is a ski trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Stumps along the trail should be cut flush with the ground.

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

The Soo/Strongs Trail is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. 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. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be

permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.4 - Soil Protection

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

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

#### 5.8 - Protection of Endangered Species

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

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.2 - 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.

## 6.2.3 - Recreational trail posting (2/10)

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

#### 7 - Other Conditions

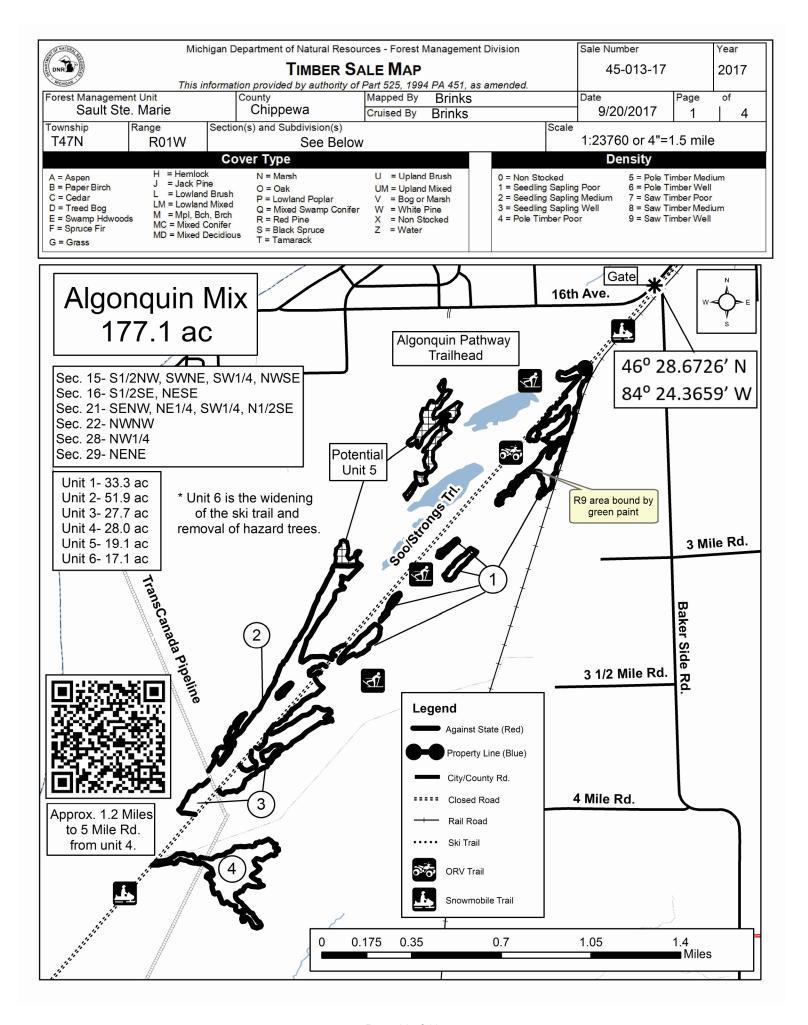
#### 7.3 - Contract Modifications

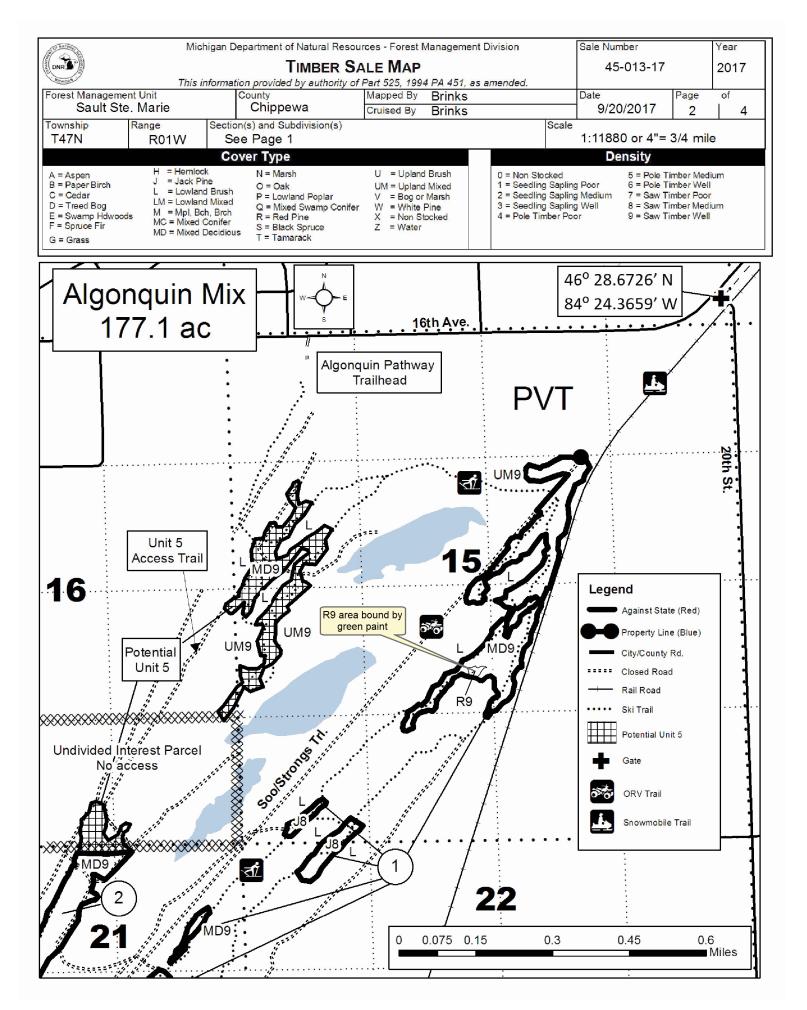
#### 7.3.1 - Emerald Ash Borer

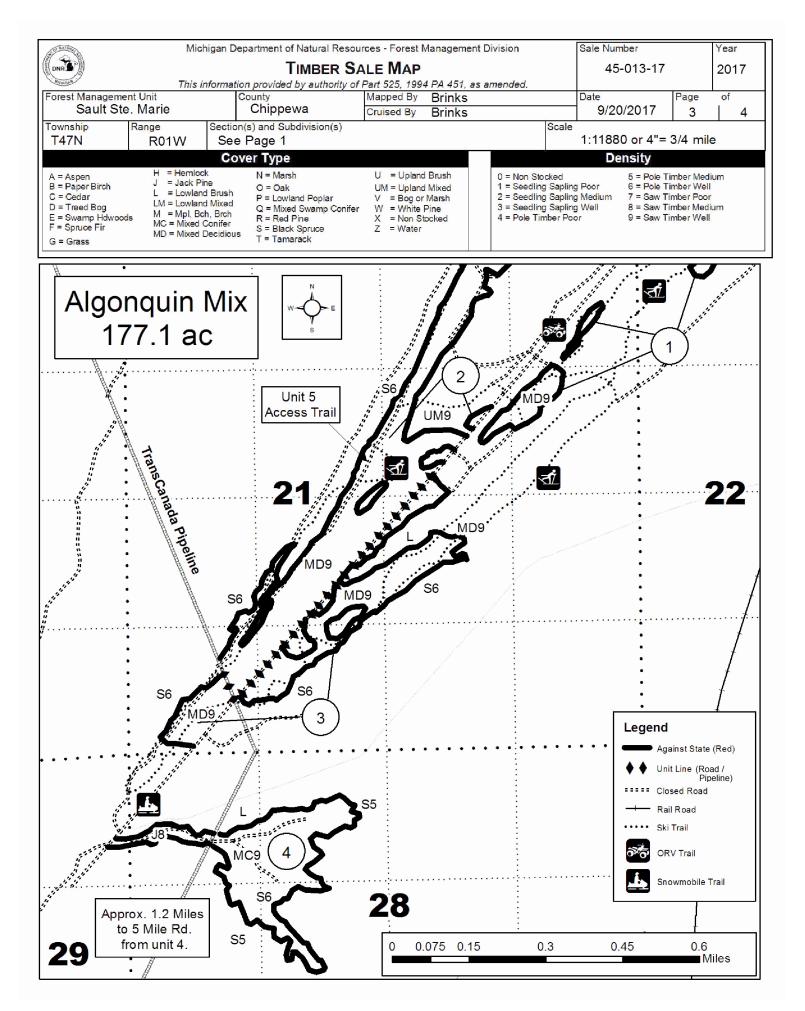
## 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

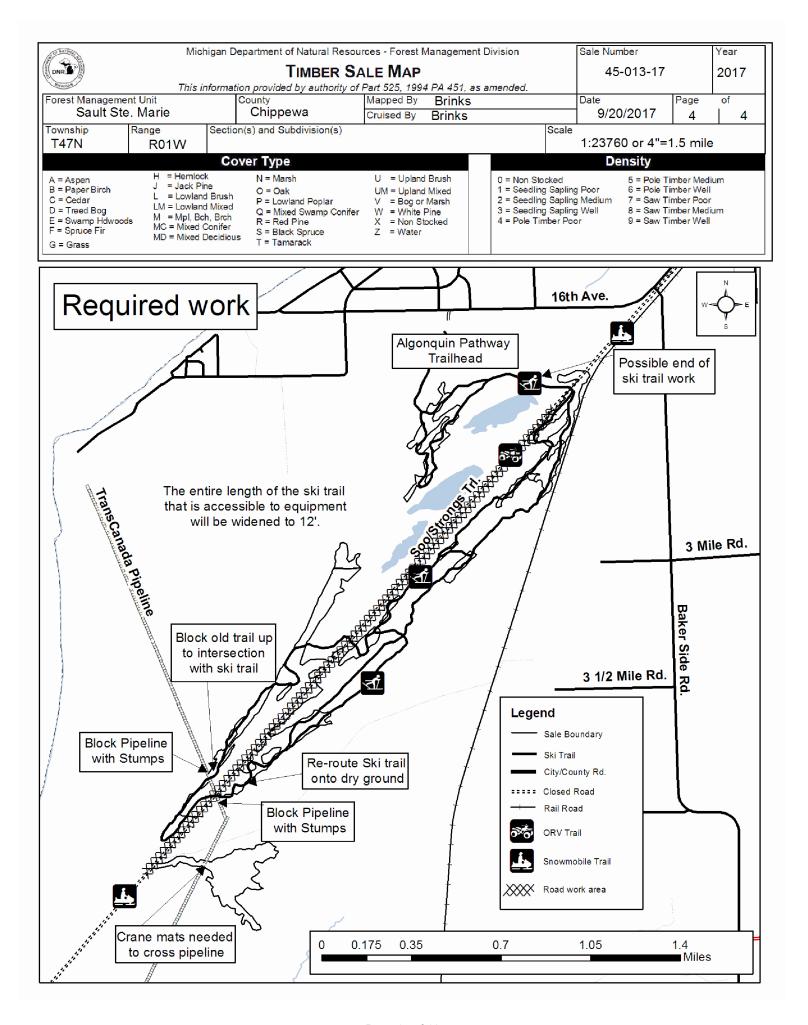
There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine 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.

Section Name: Sale Specific Current as of 5/14/2018 11:36:25AM









TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

## Algonquin Mix (45-013-17) ; Chippewa COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on June 11, 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*	AD\	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Pulpwood					
Balsam Fir	83.00	Cords	\$	4.50/Cord	\$
Black Spruce	253.00	Cords	\$	5.50/Cord	\$
Jack Pine	61.00	Cords	\$	14.75/Cord	\$
Misc. Species 1	17.10	Acres	\$	1.00/Acres	\$
Mixed Aspen	1,698.00	Cords	\$	5.70/Cord	\$
Paper Birch	377.00	Cords	\$	5.65/Cord	\$
Red Pine	13.00	Cords	\$	22.35/Cord	\$
Tamarack	41.00	Cords	\$	4.75/Cord	\$
White Pine	59.00	Cords	\$	8.40/Cord	\$
White Spruce	36.00	Cords	\$	5.55/Cord	\$
ı					

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.33 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 S	ECURITY NUMBER	R:			
	Company or individua	al bidding:					
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
۔ اF AVAIL	ABLE, PLEASE PLACI	E THE PERSONALIZED LABEL FF	ROM YOUR PROSE	PECTUS IN THE ABOVE BOX.	_		
Individual	or company represent	tative's signature:		Date:			
Phone nu	mber:	Em	ail (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.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>						
2.	Worker's Compensation Laws.  B.  I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337,	employees but the sole proprietor. I am not subject to the 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).					
3.	If you have checked item 2(A) or 2(B), than yourself, including family members		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.				
Address			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)