

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6666**

SCHEDULED SALE DATE AND TIME: 8:30 a.m. (local time) on June 17, 2020. LOCATION: CRYSTAL FALLS MGMT UNIT, 1420 US 2 WEST, CRYSTAL FALLS, MI 49920.

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

<u>DaShoveled Tree</u> (12-002-19) / T43N, R28W, SEC. 3, SWNW,NWSW.

T43N, R28W, SEC. 4, NW, NWNE, S1/2NE, SW, SE.

T43N, R28W, SEC. 5, E1/2NE, E1/2SE.

T44N, R28W, SEC. 32, NENE, SESE.

T44N, R28W, SEC. 33, NW,NE,N1/2SW,SWSW.

T44N, R28W, SEC. 34, NESW, S1/2SW.

Dickinson County, Advertised Price \$216,715.30, 519.2 Acres, Hardwood, Aspen.

SALE NOTE: Payment Units 1 & 2 are very wet and must be cut during frozen ground or very dry summer conditions (see spec 5.2.3.1 for details). Payment Unit 1 is scaled (see spec 3.2.1 for details). There is roadwork required to be completed prior to hauling any timber (see spec 4.1.8 for details).

<u>Tromp Swamp Mix</u> (12-004-19) / T44N, R29W, SEC. 23, S1/2NW,SENE,SW,N1/2SE,SWSE. T44N, R29W, SEC. 24, SWNW,NWSW.

Dickinson County, Advertised Price \$4,908.95, 74.8 Acres, Spruce/Fir/Tamarack, Aspen.

SALE NOTE: This sale may require temporary bridge installation and extensive road work. In addition, this sale has some over mature stands with timber breaking up. Operation caution (5.2.22.1) and operation restriction (5.2.3.1) specs are included due to saturated soils. In addition, the Purchaser will be required to obtain stream crossing permits (4.1.1). Note that Payment Unit 6 is an optional unit and will be scaled at contract prices, if harvested.

Pack a Lunch Project (12-019-19) / T43N, R27W, SEC. 6, N1/2NW,N1/2NE.

T43N, R28W, SEC. 1, N1/2NE.

T44N, R27W, SEC. 29, S1/2NW,N1/2SW,SWSE.

T44N, R27W, SEC. 30, SENW, S1/2NE, NESW, SWSW, SE.

T44N, R27W, SEC. 31, NW,S1/2NE,SW,SE.

T44N, R27W, SEC. 32, NW,NE,N1/2SW,NWSE.

T44N, R28W, SEC. 25, NESE, S1/2SE.

Dickinson County, Advertised Price \$272,512.85, 576.7 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: A \$20,000 discount for extraordinary road costs has been applied for gravel hauling, spreading, shaping, culvert installation, grading, and ditching (see the Timber Sale Map, spec 4.1.5 & 4.1.8 for details). Payment Unit 1 will be scaled and invoiced at the specified per unit purchase price (see specs 2.1.11 & 3.2.1 for details). Payment Units 1, 2 and 6 are limited to frozen ground condition operations only (see spec 5.2.3.1 for details).

#### BID INSTRUCTIONS (VER. 07/02/2018):

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

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US 2 West, Crystal Falls, MI 49920, no later than 8:30 a.m. (local time) on June 17, 2020. For further information concerning this sale, contact Dan McNamee at 906-875-6622.

#### 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 (7/18)

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 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. 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.

DAN EICHINGER
Director

#### TIMBER SALE INFORMATION

#### DaShoveled Tree (12-002-19)

T43N, R28W, SEC. 3; T43N, R28W, SEC. 4; T43N, R28W, SEC. 5; T44N, R28W, SEC. 32; T44N, R28W, SEC. 33; T44N, R28W, SEC. 34.

SALE NOTE: Payment Units 1 & 2 are very wet and must be cut during frozen ground or very dry summer conditions (see spec 5.2.3.1 for details). Payment Unit 1 is scaled (see spec 3.2.1 for details). There is roadwork required to be completed prior to hauling any timber (see spec 4.1.8 for details).

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	580.70	MBF	\$	101.00 / MBF
Sugar Maple	76.70	MBF	\$	193.00 / MBF
Pulpwood				
Balsam Fir	231.00	Cords	\$	11.50 / Cord
Basswood	1,673.00	Cords	\$	7.20 / Cord
Mixed Aspen	2,936.00	Cords	\$	30.85 / Cord
Mixed Hardwood	2,102.00	Cords	\$	16.85 / Cord
White Spruce	226.00	Cords	\$	11.35 / Cord

<sup>\*</sup> 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 \$17,337.00 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:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	0.2%
02	2.7%
03	3.9%
04	3.3%
05	10.6%
06	8.1%
07	8.9%
08	13.9%
09	9.2%
10	2.7%
11	4.8%
12	6.2%
13	3.0%
14	6.4%
15	9.8%
16	6.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2023.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Pulpwood	14.0	Cords	13.7	\$431.90
	Balsam Poplar		14.0	Cords		
2	Balsam Fir	Pulpwood	17.0	Cords	16.2	\$5,813.10
	Mixed Aspen		140.0	Cords		
	Mixed Hardwood		38.0	Cords		
	White Spruce		58.0	Cords		
3	Basswood	Sawtimber	26.1	MBF	32.8	\$8,463.10
	Sugar Maple		1.8	MBF		
	Basswood	Pulpwood	214.0	Cords		
	Mixed Aspen		31.0	Cords		
	Mixed Hardwood		177.0	Cords		
4	Basswood	Sawtimber	11.9	MBF	30.9	\$7,142.85
	Sugar Maple		2.3	MBF		
	Basswood	Pulpwood	71.0	Cords		
	Mixed Aspen		42.0	Cords		
	Mixed Hardwood		219.0	Cords		
5	Sugar Maple	Sawtimber	21.0	MBF	31.6	\$23,024.40
	Balsam Fir	Pulpwood	8.0	Cords		
	Mixed Aspen	-	429.0	Cords		
	Mixed Hardwood		335.0	Cords		
6	Sugar Maple	Sawtimber	0.1	MBF	31.2	\$17,572.25
	Balsam Fir	Pulpwood	18.0	Cords		,
	Basswood	'	8.0	Cords		
	Mixed Aspen		530.0	Cords		
	Mixed Hardwood		24.0	Cords		
	White Spruce		47.0	Cords		
7	Balsam Fir	Pulpwood	18.0	Cords	27.0	\$19,321.10
•	Basswood		5.0	Cords		ψ.0,0=0
	Mixed Aspen		600.0	Cords		
	Mixed Hardwood		29.0	Cords		
	White Spruce		7.0	Cords		
3	Basswood	Sawtimber	9.8	MBF	46.3	\$29,987.25
,	Sugar Maple	Cawambor	9.2	MBF	10.0	Ψ20,001.20
	Balsam Fir	Pulpwood	170.0	Cords		
	Basswood	i dipwood	112.0	Cords		
	Mixed Aspen		592.0	Cords		
	Mixed Hardwood		291.0	Cords		
	White Spruce		114.0	Cords		
9	Basswood	Sawtimber	91.1	MBF	51.8	\$19,935.15
5	Sugar Maple	Gawanibei	8.5	MBF	01.0	ψ10,000.10
	Basswood	Pulpwood	277.0	Cords		
	Mixed Aspen	i dipwood	75.0	Cords		
	Mixed Hardwood		284.0	Cords		
ın	Basswood	Sawtimber	30.7	MBF	22.7	\$5,953.60
10	Sugar Maple	Sawtimber	5.6	MBF	22.1	φυ,9υυ.ου
	Basswood	Pulpwood	71.0	Cords		
		Fulpwood	1.0	Cords		
	Mixed Hardwood			1		
14	Mixed Hardwood	Courtingle	73.0	Cords	04.0	#40 040 <b>7</b> 0
11	Basswood	Sawtimber	44.4	MBF	34.8	\$10,316.70
	Sugar Maple	Dodawa I	1.4	MBF		
	Basswood	Pulpwood	135.0	Cords		
	Mixed Aspen		104.0	Cords		
	Mixed Hardwood		82.0	Cords		*
12	Basswood	Sawtimber	28.3	MBF	41.4	\$13,484.05
	Basswood	Pulpwood	76.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
12 con't	Mixed Aspen	Pulpwood	283.0	Cords		
	Mixed Hardwood		80.0	Cords		
13	Basswood	Sawtimber	26.8	MBF	26.1	\$6,393.85
	Sugar Maple		1.8	MBF		
	Basswood	Pulpwood	64.0	Cords		
	Mixed Aspen		60.0	Cords		
	Mixed Hardwood		61.0	Cords		
14	Basswood	Sawtimber	86.5	MBF	37.2	\$13,955.60
	Sugar Maple		9.7	MBF		
	Basswood	Pulpwood	154.0	Cords		
	Mixed Aspen		1.0	Cords		
	Mixed Hardwood		131.0	Cords		
15	Basswood	Sawtimber	143.7	MBF	42.7	\$21,212.25
	Sugar Maple		7.9	MBF		
	Basswood	Pulpwood	287.0	Cords		
	Mixed Aspen		33.0	Cords		
	Mixed Hardwood		124.0	Cords		
16	Basswood	Sawtimber	81.4	MBF	32.8	\$13,708.15
	Sugar Maple		7.4	MBF		
	Basswood	Pulpwood	199.0	Cords		
	Mixed Aspen		1.0	Cords		
	Mixed Hardwood		154.0	Cords		
		TOTAL:	657.4	MBF		
		TOTAL:	7,168.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: DaShoveled Tree Sale Number: 12-002-19 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary between clearcut units are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 5-8, cut all trees that are two (2) inches or more at DBH, except do not cut any cedar, red pine, and white pine. Also, leave a minimum of 3 clumps of live sub-merchantable conifers (5-10 trees per clump) within each Payment Unit. In addition, the following exceptions apply:

- Within Payment Unit 1, do not cut any black ash.
- Within Payment Units 5-8, do not cut any sub-merchantable black cherry.

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH, except do not cut any black spruce or any sub-merchantable spruce and fir.

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

Within Payment Unit(s) 3, 4 and 9-16, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 3 - Payments

#### 3.2 - Scaled Sales

#### 3.2.1 - Scale location (2/04)

Forest products will be placed for measurement within Payment Unit 1. Payment Unit 1 is the only Payment Unit to be scaled in this manner. Notify sale administrator when cut products are ready to be scaled. These wood products shall not be hauled until they have been scaled and labeled by the sale administrator.

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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.

#### 4 - Transportation

#### 4.1 - Construction

#### 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 5 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. These roads must be rendered impassable to cars and trucks. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the sale administrator for details of design and placement.

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

The Purchaser shall crown, ditch and spread approximately 200 yards of gravel at the location shown on the Timber Sale Map, south of Payment Unit 1. Gravel is available on-site from within Payment Unit 1. All roadwork must be completed prior to hauling occurring.

#### 4.2 - Maintenance

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

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or prolonged wet weather conditions.

#### 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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement cutting, skidding and hauling are restricted to frozen ground or dry summer conditions. This restriction is because of wet soils.

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

Within Payment Unit(s) 3, 4 and 9-16, unless changed by written agreement, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

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

Timber harvest within any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as skidding, chipping or processing, must be completed before sprouting of regeneration occurs. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 8, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of shallow soils.

#### 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)

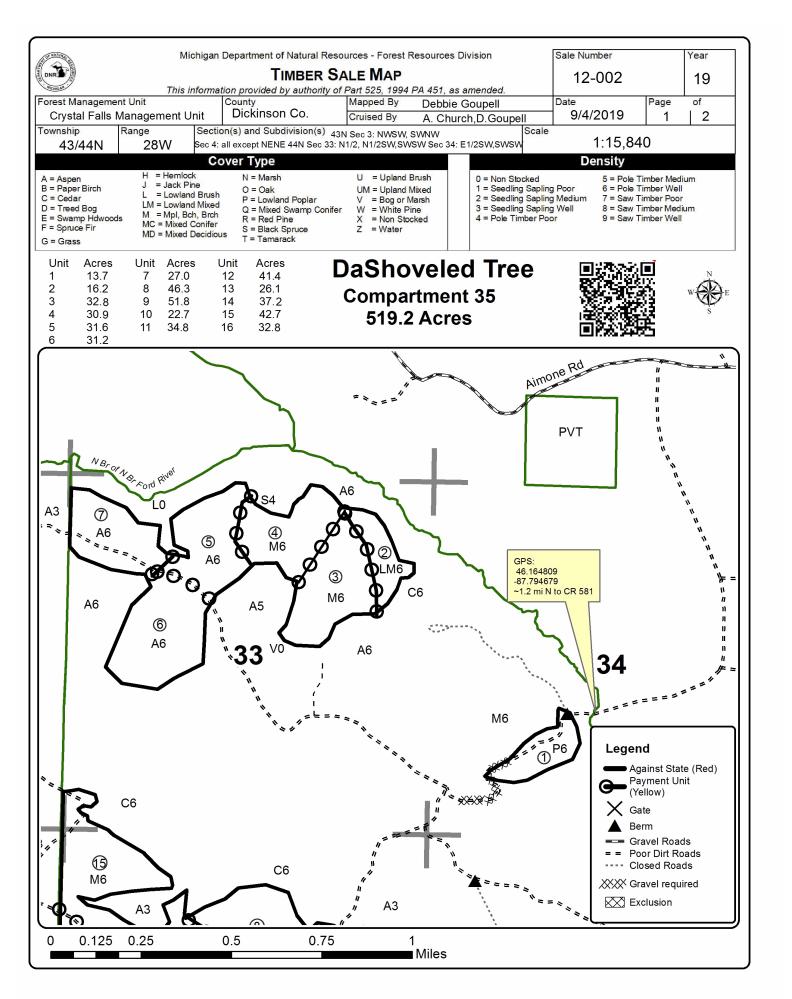
Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

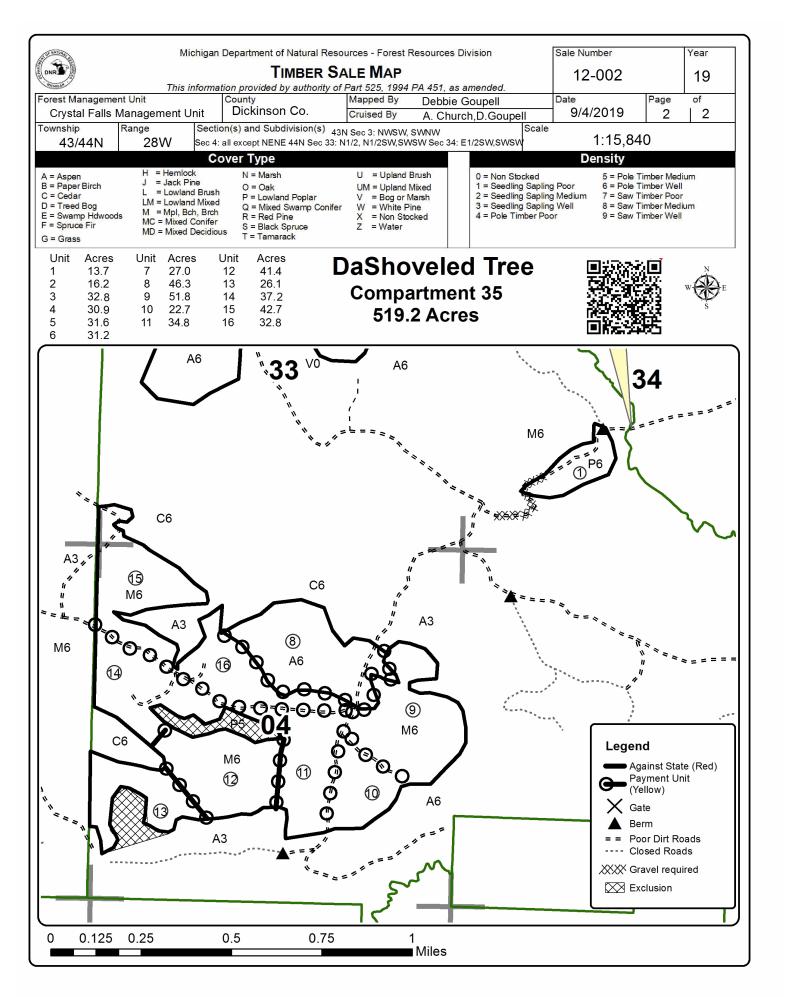
#### 5.7 - Protection of Historical Sites

#### 5.7.1 - Historical sites (7/12)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are outside sale boundary in an old opening; no bulldozing or landings shall be located within or near this area. The sale administrator will discuss these sites at the pre-sale meeting. The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$1000 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

Section Name: Sale Specific Current as of 5/6/2020 1:02:06PM





#### TIMBER SALE INFORMATION

Tromp Swamp Mix (12-004-19)
T44N, R29W, SEC. 23; T44N, R29W, SEC. 24.
Dickinson County (Advertised Price \$4,908.95)

SALE NOTE: This sale may require temporary bridge installation and extensive road work. In addition, this sale has some over mature stands with timber breaking up. Operation caution (5.2.22.1) and operation restriction (5.2.3.1) specs are included due to saturated soils. In addition, the Purchaser will be required to obtain stream crossing permits (4.1.1). Note that Payment Unit 6 is an optional unit and will be scaled at contract prices, if harvested.

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	
Sawtimber				
Paper Birch	9.30	MBF	\$	16.00 / MBF
Pulpwood				
Balsam Fir	83.00	Cords	\$	3.15 / Cord
Mixed Aspen	331.00	Cords	\$	6.00 / Cord
Mixed Hardwood	81.00	Cords	\$	4.60 / Cord
Mixed Spruce	452.00	Cords	\$	3.10 / Cord
Paper Birch	146.00	Cords	\$	4.15 / Cord
Tamarack	133.00	Cords	\$	1.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.64 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 \$393.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	42.4%
02	7.3%
03	32.2%
04	12.1%
05	6.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	35.0	Cords	34.5	\$2,081.00
	Mixed Aspen		170.0	Cords		
	Mixed Hardwood		10.0	Cords		
	Mixed Spruce		273.0	Cords		
	Paper Birch		3.0	Cords		
	Tamarack		46.0	Cords		
2	Balsam Fir	Pulpwood	5.0	Cords	3.3	\$357.75
	Mixed Aspen		57.0	Cords		
3	Paper Birch	Sawtimber	9.3	MBF	17.4	\$1,578.75
	Balsam Fir	Pulpwood	26.0	Cords		
	Mixed Aspen		60.0	Cords		
	Mixed Hardwood		69.0	Cords		
	Mixed Spruce		49.0	Cords		
	Paper Birch		125.0	Cords		
4	Balsam Fir	Pulpwood	17.0	Cords	11.6	\$594.65
	Mixed Aspen		44.0	Cords		
	Mixed Hardwood		2.0	Cords		
	Mixed Spruce		65.0	Cords		
	Paper Birch		16.0	Cords		
5	Mixed Spruce	Pulpwood	65.0	Cords	8.0	\$296.80
	Black Spruce		65.0	Cords		
	Paper Birch		2.0	Cords		
	Tamarack		87.0	Cords		
	•					
	•	TOTAL:	9.3	MBF		

#### Sale Specific Conditions & Requirements

Sale Name: Tromp Swamp Mix Sale Number: 12-004-19 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, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-5, cut all trees that are two (2) inches or more at DBH, except do not cut cedar. In addition, within Payment Units 1 & 4, do not cut any pine. Also, within Payment Units 2 & 3, do not cut white pine.

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

Note that Payment Unit 6 is an optional unit. If the Purchaser elects to harvest this optional unit, the unit will be scaled and products will be paid for at contract prices. The cutting specifications for Payment Unit 6 will be to cut all trees that are two (2) or more inches at DBH, except cedar and any pine. A timber sale contract amendment must be signed by the Unit Manager and the Purchaser before harvesting operations begin.

#### 3 - Payments

#### 3.2 - Scaled Sales

#### 3.2.1 - Scale location (2/04)

Forest products will be placed for measurement at location approved by the Unit Manager or his/her representative when cutting Payment Unit 6.

#### 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 Purchaser.

#### 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. 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.

#### 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 10 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by sale administrator.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, unless changed by written agreement, cutting and skidding are limited to frozen ground conditions. This restriction is due to the saturated soils.

#### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 2-5, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of saturated soils within or adjacent to the units.

#### 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.

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

The Big Wheel Rd 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.

#### 5.4 - Soil Protection

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

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

#### 5.4.3 - Erosion control (12/08)

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

#### 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 Big Wheel Rd 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.

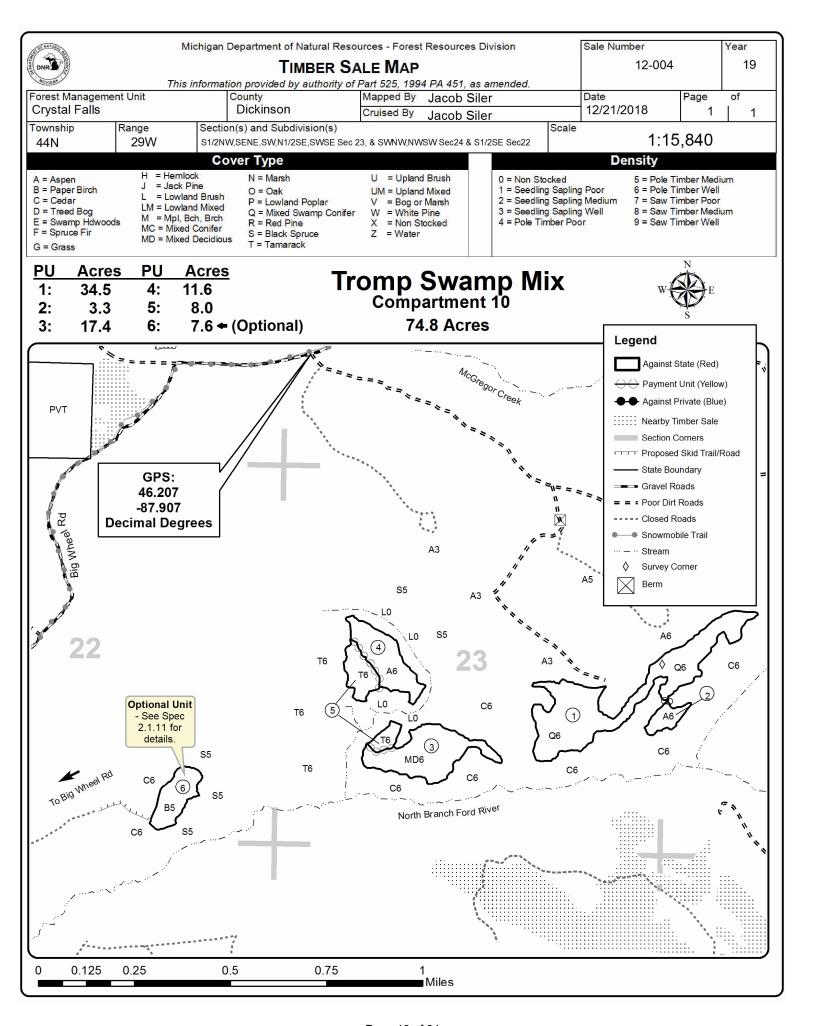
#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.5 - Weather related extension (1/13)

If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.

Section Name: Sale Specific Current as of 9/19/2019 10:46:38AM



#### TIMBER SALE INFORMATION

#### Pack a Lunch Project (12-019-19)

T43N, R27W, SEC. 6; T43N, R28W, SEC. 1; T44N, R27W, SEC. 29; T44N, R27W, SEC. 30; T44N, R27W, SEC. 31; T44N, R27W, SEC. 32; T44N, R28W, SEC. 25.

SALE NOTE: A \$20,000 discount for extraordinary road costs has been applied for gravel hauling, spreading, shaping, culvert installation, grading, and ditching (see the Timber Sale Map, spec 4.1.5 & 4.1.8 for details). Payment Unit 1 will be scaled and invoiced at the specified per unit purchase price (see specs 2.1.11 & 3.2.1 for details). Payment Units 1, 2 and 6 are limited to frozen ground condition operations only (see spec 5.2.3.1 for details).

A timber sale contract for this mixed, 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:

<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
56.50	MBF	\$	95.00 / MBF
12.60	MBF	\$	53.00 / MBF
57.10	MBF	\$	187.00 / MBF
8.40	MBF	\$	52.00 / MBF
964.00	Cords	\$	10.70 / Cord
336.00	Cords	\$	6.75 / Cord
6,999.00	Cords	\$	28.70 / Cord
1,494.00	Cords	\$	15.70 / Cord
1,563.00	Cords	\$	10.55 / Cord
935.00	Cords	\$	2.10 / Cord
	56.50 12.60 57.10 8.40 964.00 336.00 6,999.00 1,494.00 1,563.00	12.60 MBF 57.10 MBF 8.40 MBF 964.00 Cords 336.00 Cords 6,999.00 Cords 1,494.00 Cords 1,563.00 Cords	56.50 MBF \$ 12.60 MBF \$ 57.10 MBF \$ 8.40 MBF \$ 8.40 MBF \$ 964.00 Cords \$ 336.00 Cords \$ 6,999.00 Cords \$ 1,494.00 Cords \$ 1,563.00 Cords \$

<sup>\*</sup> 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 \$13,626.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	3.4%
02	3.8%
03	9.3%
04	0.8%
05	9.0%
06	3.1%
07	2.4%
08	22.2%
09	6.0%
10	23.7%
11	12.0%
12	1.4%
13	2 9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2024.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	7.0	Cords	122.2	\$9,292.20
	Mixed Aspen		31.0	Cords		
	Mixed Spruce		652.0	Cords		
	Tamarack		690.0	Cords		
2	Balsam Fir	Pulpwood	1.0	Cords	25.7	\$10,369.45
	Mixed Aspen		258.0	Cords		
	Mixed Hardwood		48.0	Cords		
	Mixed Spruce		205.0	Cords		
	Tamarack		18.0	Cords		
3	Basswood	Sawtimber	3.6	MBF	33.2	\$25,331.15
	Sugar Maple		5.2	MBF		
	Balsam Fir	Pulpwood	205.0	Cords		
	Basswood	'	43.0	Cords		
	Mixed Aspen		662.0	Cords		
	Mixed Hardwood		156.0	Cords		
	Mixed Spruce		8.0	Cords		
4	Basswood	Sawtimber	8.6	MBF	3.8	\$2,104.45
4	Sugar Maple	Sawtimber	2.7	MBF	3.0	φ2,104.43
	Basswood	Pulpwood	35.0	Cords		
	Mixed Aspen	Fulpwood	7.0	Cords		
	Mixed Aspen		22.0	Cords		
_		D			50.0	#04.040.0F
5	Balsam Fir	Pulpwood	88.0	Cords	58.8	\$24,648.05
	Mixed Aspen		790.0	Cords		
	Mixed Hardwood		11.0	Cords		
	Mixed Spruce		79.0	Cords		
	Tamarack		13.0	Cords		
6	Balsam Fir	Pulpwood	18.0	Cords	55.6	\$8,351.75
	Mixed Aspen		52.0	Cords		
	Mixed Hardwood		15.0	Cords		
	Mixed Spruce		567.0	Cords		
	Tamarack		214.0	Cords		
7	Basswood	Sawtimber	32.6	MBF	25.7	\$6,482.30
	Sugar Maple		3.6	MBF		
	White Ash		7.3	MBF		
	Basswood	Pulpwood	86.0	Cords		
	Mixed Aspen		14.0	Cords		
	Mixed Hardwood		86.0	Cords		
8	Basswood	Sawtimber	9.4	MBF	76.0	\$60,427.30
	Sugar Maple		8.5	MBF		
	Balsam Fir	Pulpwood	67.0	Cords		
	Basswood		113.0	Cords		
	Mixed Aspen		1,827.0	Cords		
	Mixed Hardwood		252.0	Cords		
	Mixed Spruce		7.0	Cords		
9	Balsam Fir	Pulpwood	34.0	Cords	21.9	\$16,330.65
Ü	Basswood	i dipwood	35.0		ψ10,000.00	
	Mixed Aspen		512.0	Cords		
	Mixed Hardwood		66.0	Cords		
10		Courtimber			02.2	<b>₽64 906 4</b> 5
10	Basswood	Sawtimber	2.3	MBF	83.3	\$64,896.15
	Sugar Maple	Dulpwe	26.6	MBF		
	Balsam Fir	Pulpwood	277.0	Cords		
	Basswood		21.0	Cords		
	Mixed Aspen		1,738.0	Cords		
	Mixed Hardwood		405.0	Cords		
N	Mixed Spruce	I	34.0	Cords	1	

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
11	Sugar Maple	Sawtimber	9.5	MBF	40.3	\$32,584.55
	Balsam Fir	Pulpwood	229.0	Cords		
	Mixed Aspen		877.0	Cords		
	Mixed Hardwood		197.0	Cords		
	Mixed Spruce		9.0	Cords		
12	Paper Birch	Sawtimber	9.6	MBF	11.9	\$3,866.55
	Sugar Maple		1.0	MBF		
	White Ash		1.1	MBF		
	Basswood	Pulpwood	3.0	Cords		
	Mixed Aspen		58.0	Cords		
	Mixed Hardwood		91.0	Cords		
13	Paper Birch	Sawtimber	3.0	MBF	18.3	\$7,828.30
	Balsam Fir	Pulpwood	38.0	Cords		
	Mixed Aspen		173.0	Cords		
	Mixed Hardwood		145.0	Cords		
	Mixed Spruce		2.0	Cords		
		TOTAL:	134.6	MBF		
		TOTAL:	12,291.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Pack a Lunch Project Sale Number: 12-019-19 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, 5, 6, 8-11 and 13, cut all trees that are two (2) inches or more at DBH, except do not cut any cedar or pine. In addition, within Payment Units 3, 8-11 and 13 do not cut any conifer 4.5 inches or less at DBH.

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

Within Payment Unit(s) 4, 7 and 12, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within Payment Unit 12 cut all aspen.

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

Note that within Payment Unit 1 all timber will be scaled. Payment shall be made at the specified per unit purchase price.

#### 2.2 - Utilization

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

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 1, 2 and 6. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length. This restriction will retain a seed source for the regenerating stand.

#### 3 - Payments

#### 3.2 - Scaled Sales

#### 3.2.1 - Scale location (2/04)

Forest products will be placed for measurement roadside. This shall only apply to timber harvested from Payment Unit 1.

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 3, 5, 8, 10 and 11 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.

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within Payment Units 3, 8-11 and 13, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$100.00 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to undesignated live 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

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

Roads will require the installation of culverts for cross drainage or at natural drainage-ways. Culvert placements shall be specified by the sale administrator. All culverts shall be permanently set into place. Soils shall be maintained and left in a non-erodible condition as specified in the BMP manual using methods directed and approved by the sale administrator. No stream crossing permits are required. The Purchaser shall supply culverts and facilitate or carry out their installation using approved BMP methods.

#### 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. These roads must be rendered impassable to cars and trucks. In general, this will require constructing a four (4) foot high berm of stumps and logs covered with earth. Contact the sale administrator for details of design and placement.

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

The following road work is required: The Purchaser must purchase and install 5 new, 18 inch by 24 foot, corrugated steel or plastic HDPE dual walled culverts. The culverts will be installed at the locations shown on the Timber Sale Map. The Purchaser must also haul and spread ~2,000 cubic yards of pit run gravel at locations shown on the Timber Sale Map. A minimum of 12 inches of pit run gravel must be placed over the culverts. All road work must be completed prior to the commencement of harvest operations.

#### 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. Contact the sale administrator regarding availability of onsite sand or gravel from adjacent State-owned lands.

#### 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. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 4.4 - Access

#### 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the sale administrator.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2 and 6, unless changed by written agreement, cutting and skidding are limited to frozen ground conditions. This restriction is due to the wet soils.

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

Within Payment Unit(s) 4, 7 and 12, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 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 a minimum of three large brush piles on the ground for every Payment Unit. They should be scattered throughout the sale or positioned per the sale administrators instructions.

Note: These piles should have a minimum diameter of six feet and measure six feet in height. They can be constructed of any Included Timber species and may be made of un-merchantable pieces.

#### 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.

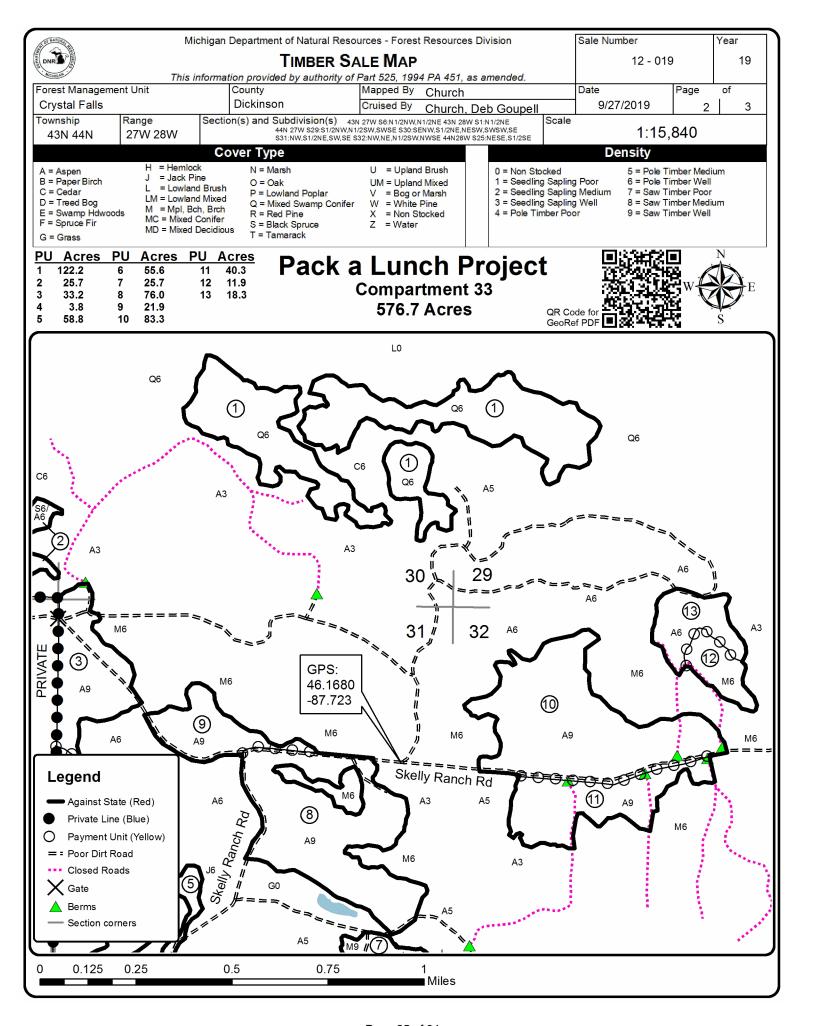
#### 7 - Other Conditions

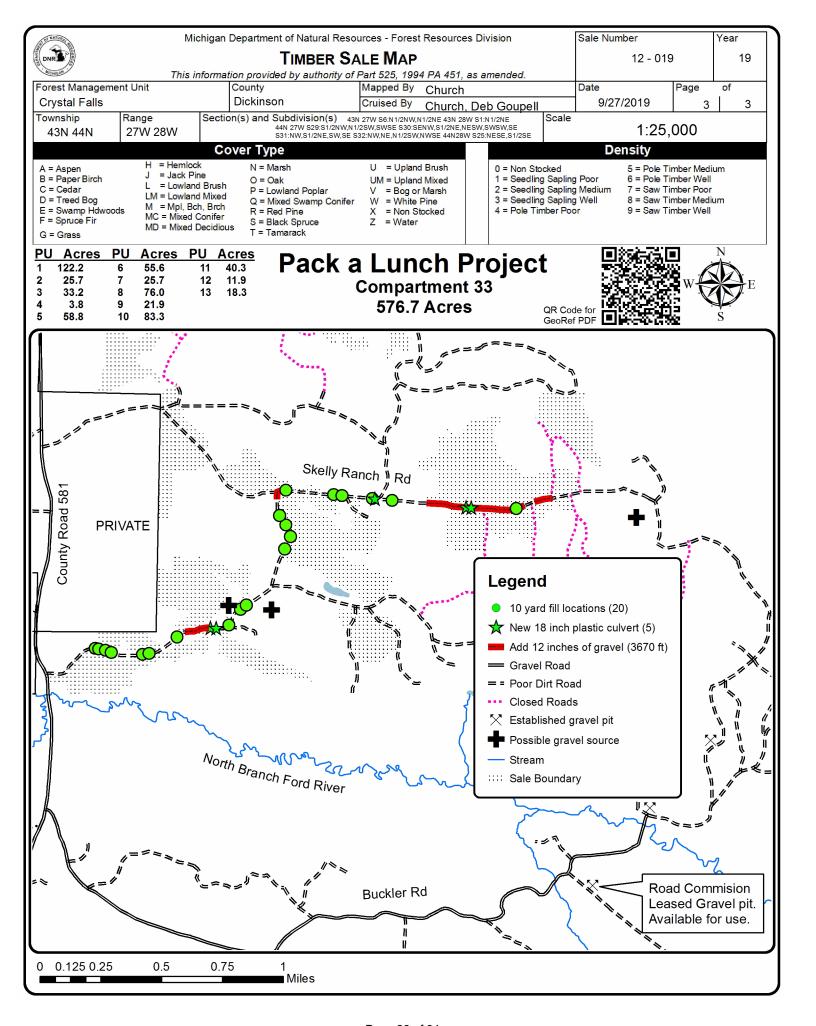
#### 7.5 - Loss

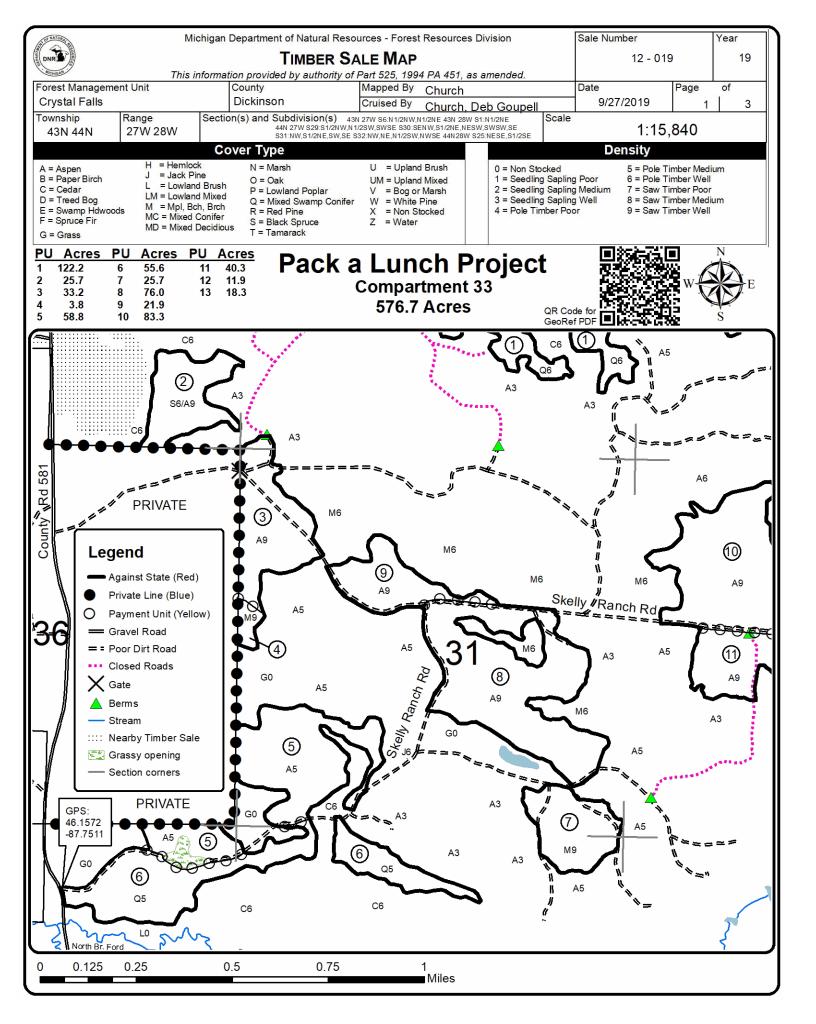
#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from windthrow, eastern dwarf mistletoe, spruce budworm and eastern larch beetle. 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.

Section Name: Sale Specific Current as of 5/14/2020 7:56:11AM







FEDERAL ID:

#### BID FORM

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

#### DaShoveled Tree (12-002-19)

T43N, R28W, SEC. 3; T43N, R28W, SEC. 4; T43N, R28W, SEC. 5; T44N, R28W,

In response to the notice of sale to be held 8:30 a.m. (local time) on June 17, 2020, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
580.70	MBF	\$	101.00/MBF	\$
76.70	MBF	\$	193.00/MBF	\$
231.00	Cords	\$	11.50/Cord	\$
1,673.00	Cords	\$	7.20/Cord	\$
2,936.00	Cords	\$	30.85/Cord	\$
2,102.00	Cords	\$	16.85/Cord	\$
226.00	Cords	\$	11.35/Cord	\$
	580.70 76.70 231.00 1,673.00 2,936.00 2,102.00		580.70 MBF \$ 76.70 MBF \$ 231.00 Cords \$ 1,673.00 Cords \$ 2,936.00 Cords \$ 2,102.00 Cords \$	580.70 MBF \$ 101.00/MBF 76.70 MBF \$ 193.00/MBF 231.00 Cords \$ 11.50/Cord 1,673.00 Cords \$ 7.20/Cord 2,936.00 Cords \$ 30.85/Cord 2,102.00 Cords \$ 16.85/Cord

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.

	Company or individual bidding:			_
	Company representative's name:			_
	Address:			
	City:	State:	Zip:	
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROI	M YOUR PROSPECTUS IN	N THE ABOVE BOX.
Individua	l or company representative's signatu	ıre:		Date:
Phone nu	ımher :	Fmail	(ontional).	

or SOCIAL SECURITY NUMBER:

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

<sup>\*</sup>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.



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

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

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

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

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	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 writter	n signatures.		
Ple	ease Check Appropriate Categories:			
1.	My business is organized as (you <b>must</b> check <u>one</u> of the A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	e boxes below):		
2.	You <b>must</b> check <u>one</u> of the boxes below:	no amployage but the sole proprietor. I am not subject to the		
	<ul> <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> </ul>			
	C.  I certify my business has a Worker's Compensation Polione (21) days of the contract award.	cy. I will provide an original Certificate of Insurance within twenty-		
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicathan yourself, including family members and active partr	ate the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").		
	Full-time Employees	Part-time Employees		
lam	ne of Business	Federal ID (or) Social Security No.		
Addr	ress	Telephone ( )		
City	State	ZIP		
	ereby certify that the above information is true and correct actors affecting my coverage during any of my present an	t. I agree to notify the Michigan DNR of any changes that occur ad future operations.		
S	Signature of Owner or Authorized Representative			
Ti	Fitle	Date		

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

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

#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

#### Pack a Lunch Project (12-019-19)

T43N, R27W, SEC. 6; T43N, R28W, SEC. 1; T44N, R27W, SEC. 29; T44N, R27W,

In response to the notice of sale to be held 8:30 a.m. (local time) on June 17, 2020, 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	ESTIMATED VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber				
Basswood	56.50 MBF	\$	95.00/MBF	\$
Paper Birch	12.60 MBF	\$	53.00/MBF	\$
Sugar Maple	57.10 MBF	\$	187.00/MBF	\$
White Ash	8.40 MBF	\$	52.00/MBF	\$
Pulpwood				
Balsam Fir	964.00 Cords	\$	10.70/Cord	\$
Basswood	336.00 Cords	\$	6.75/Cord	\$
Mixed Aspen	6,999.00 Cords	\$	28.70/Cord	\$
Mixed Hardwood	1,494.00 Cords	\$	15.70/Cord	\$
Mixed Spruce	1,563.00 Cords	\$	10.55/Cord	\$
Tamarack	935.00 Cords	\$	2.10/Cord	\$

<sup>\*</sup>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 SEC	JRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.
Individual	l or company representative's signatu	re:		Date:
Dhono nu	mbor :	Email (	ontional):	

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



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

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

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

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

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

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if hoves 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.	
•	<ul> <li>All Information must be typed or printed except for written signatures</li> </ul>	s.	
Ple	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)		
	B. Partnership		
	C. Corporation		
2.	2. You <b>must</b> check <u>one</u> of the boxes below:		
	A.   I certify my business is a sole proprietorship and it has no employee Worker's Compensation Laws.	s but the sole proprietor. I am not subject to the	
	B.  I certify my business has satisfied its o bligation to the Worker's Con Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice questions or a copy of the BWC-337, please call the Worker's Com	of Exclusion within 21 days of the contract award. (For	
	C.   I certify my business has a Worker's Compensation Policy. I will proone (21) days of the contract award.	vide an original Certificate of Insurance within twenty-	
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the nur than yourself, including family members and active partners (if nonFull-time Employees</li> </ol>		
lam	lame of Business Federal II	O (or) Social Security No.	
ddr	ddress Telephon (	e )	
ity	State ZIP		
n fa	hereby certify that the above information is true and correct. I agree to a factors affecting my coverage during any of my present and future op Signature of Owner or Authorized Representative		
T	Title	Date	

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

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

FEDERAL ID:

#### **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

#### <u>Tromp Swamp Mix (12-004-19)</u>

T44N, R29W, SEC. 23; T44N, R29W, SEC. 24; Dickinson COUNTY

In response to the notice of sale to be held 8:30 a.m. (local time) on June 17, 2020, 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	<u>ESTIMATED \</u>	<u>'OLUME*</u>	<u>ADV</u>	<u>ERTISED PRICE</u>	<u>BID PRICE</u>	<u>=/UNIT</u>
Sawtimber						
Paper Birch	9.30	MBF	\$	16.00/MBF	\$	
Pulpwood						
Balsam Fir	83.00	Cords	\$	3.15/Cord	\$	
Mixed Aspen	331.00	Cords	\$	6.00/Cord	\$	
Mixed Hardwood	81.00	Cords	\$	4.60/Cord	\$	
Mixed Spruce	452.00	Cords	\$	3.10/Cord	\$	
Paper Birch	146.00	Cords	\$	4.15/Cord	\$	
Tamarack	133.00	Cords	\$	1.00/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 12.64 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.

			•		
	Company or individual bidding:				
	Company representative's name	e:			
	Address:				
	City:	State:	Zip:		
IF AVAILA	- ABLE, PLEASE PLACE THE PER	RSONALIZED LABE	L FROM YOUR PROSPE	CTUS IN THE ABOVE BOX.	_
Individual	l or company representative's sig	nature:		Date:	
Phone nu	ımber :		Email (optional):		

or SOCIAL SECURITY NUMBER:

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



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

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

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

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

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories:

1.	, <u> </u>	below):
	A.  Sole Proprietorship (individual)	
	B. Partnership	
	C. Corporation	
2.	2. You <b>must</b> check <u>one</u> of the boxes below:	
	<ul> <li>A.          I certify my business is a sole proprietorship and it has no emplo Worker's Compensation Laws.     </li> </ul>	yees but the sole proprietor. I am not subject to the
	B.  I certify my business has satisfied its o bligation to the Worker's Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the No questions or a copy of the BWC-337, please call the Worker's C	tice of Exclusion within 21 days of the contract award. (For
	C.   I certify my business has a Worker's Compensation Policy. I will one (21) days of the contract award.	provide an original Certificate of Insurance within twenty-
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the than yourself, including family members and active partners (if	
	Full-time Employees	Part-time Employees
Nan	Name of Business Fede	ral ID (or) Social Security No.
Add	Address Telep	hone
	(	)
City	City State ZIP	
	I hereby certify that the above information is true and correct. I agre in factors affecting my coverage during any of my present and future	
-	Signature of Owner or Authorized Representative	<u> </u>
7	Title	Date

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

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