

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5144**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 10, 2014. LOCATION: ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837.

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

GOLDEN NEEDLE (33-024-14-01) / T40N, R26W, SEC. 23, SESE.

T40N, R26W, SEC. 24, SWSW.

T40N, R26W, SEC. 25, NWNW.

T40N, R26W, SEC. 26, NE1/4.

Menominee County, Advertised Price \$71,803.70, 119.3 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

LAST HURRAH (33-025-14-01) / T40N, R26W, SEC. 26, NESW, SESW, SWSW.

T40N, R26W, SEC. 35, NE1/4.

T40N, R26W, SEC. 36, SWNE, SENW, N1/2SW.

Menominee County, Advertised Price \$74,146.65, 153.4 Acres

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through other public land.

LAST ANIMAL (33-011-13-01) / T35N, R25W, SEC. 03, NESW, SESW, SWSW.

T35N, R25W, SEC. 03, SE1/4, NENW, NWNE, SWNE, SENW.

T35N, R25W, SEC. 10, NWNW, NENW, NESW, NWSE, NESE.

T35N, R25W, SEC. 10, SENW.

Menominee County, Advertised Price \$51,055.70, 224.0 Acres

SALE NOTE: The hauling on the Forest Islands ORV trail is restricted to allow for hauling only during the weekdays (Monday-Friday) during the snow free ORV trail season. Depending upon weather conditions this restriction will apply from 3/31 to 12/1.

The scotch pine plantation to the east is (.8) acres and may be added as a contract supplement to clearcut all scotch pine trees.

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

#### BID INSTRUCTIONS (VER. 06/06/2013):

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

Bids must be received by the Unit Manager, ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837, no later than 3:00 p.m. (local time) on June 10, 2014. For further information concerning this sale, contact Eric Thompson at 906-786-2354 extension 142.

#### 2. Bidder's Qualifications (2/12)

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, that 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 (1/11)

Bids shall be manually signed in ink; 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 forms, each erasure or change must be initialed by the person signing the bid.

#### 4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All 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.

#### 5. Public Opening of Sealed Bids (6/13)

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 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 (10/12)

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 termination date.

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

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 (3/13)

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-S1. 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.

KEITH CREAGH
Director

#### TIMBER SALE INFORMATION

#### GOLDEN NEEDLE (33-024-14-01)

T40N, R26W, SEC. 23; T40N, R26W, SEC. 24; T40N, R26W, SEC. 25; T40N, R26W, SEC. 26.

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through state forest land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Mixed Hardwood	336.00 Cords	\$	26.85 / Cord
Mixed Softwood	475.00 Cords	\$	28.90 / Cord
N. W. Cedar	530.00 Cords	\$	25.10 / Cord
Tamarack	1,381.00 Cords	\$	19.70 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,545.90:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	VERTISED PRICE
Sawlogs			
Mixed Hardwood	13.90 MBF	\$	194.00 / MBF
Red Pine	2.20 MBF	\$	179.00 / MBF
White Pine	32.50 MBF	\$	103.00 / MBF
Pulpwood			
Q. Aspen	68.00 Cords	\$	31.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.53 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$3,600.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	15%
02	15%
03	18%
04	17%
05	24%
06	11%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2017.

#### **Sale Specific Conditions & Requirements**

Sale Name: Golden Needle Sale Number: 33-024-14-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 2.1.7 - Leave tree marked unit(s) (8/11)

Within Payment Unit(s) 1 - 6, cut all trees that are three (3) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability; except trees marked with green paint above and below stump height.

In addition; within units 1 and 2 do not cut any hemlock or cedar.

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

Note that the mixed hardwood volumes include primarily maple and birch, but there are other species included as well. The mixed softwood pulpwood volume contains about 290 cords of spruce and 114 cords of white pine and a mix of other conifer species. The aspen volume contains about 29 cords of balm.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

Payment Unit(s) with a value greater than \$18,000; may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 4 - Transportation

#### 4.2 - 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 during other wet weather conditions.

#### 4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. All roads used by the contractor will have to be shaped up after the forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 3 - 6 cutting and skidding are limited to the period of December 1st to March 31st, unless there is an extended dry period or frozen ground conditions and the sale administrator allows cutting during that period. This restriction is due to low wet ground throughout these units.

#### 5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and 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.

Section Name: Sale Specific Current as of 4/17/2014 1:59:52PM

#### Michigan Department of Natural Resources - Forest Resources Division SALE NUMBER YEAR TIMBER SALE MAP 330241401 2014 This information is provided by authority of Part 525 of Act 451, PA 1994, as amended. FOREST MANAGEMENT UNIT COUNTY MAPPED BY Durbin, Salter DATE Menominee Escanaba 11/19/2013 CRUISED BY Salter, Durbin TOWNSHIP RANGE R26W SECTION(S) AND SUBDIVISION(S) 1:15,840 **T40N** S23 SESE; S24 SWSW; S25 NWNW; S26 NE1/4 Cover Type **Density** A = Aspen H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well C = Cedar L = Lowland Brush R = Red Pine X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor E = Swamp Hdwoods M = Mpl, Bch, Brch S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium LM=Lowland Mix For F = Spruce Fir N = Marsh T = Tamarack 4 = Pole Timber Poor 9 = Saw Timber Well U = Upland Brush MD=Mix Deciduous G = Grass Q = QakMC=Mix Conifer Golden Needle **PVT** 119.3 Acres T6 **PVT PVT** Cut T6 M6 Lat 45.4803 Lng -87.8351 Legend Blue Line $\times \times \times$ Red Line Yellow Line Registered Corner **GPS Location** 2 Payment Unit Number Timber Type A6 N Cable 0.75 Miles 0.25 0.5 0.125 0.25 0

#### TIMBER SALE INFORMATION

#### LAST HURRAH (33-025-14-01)

T40N, R26W, SEC. 26; T40N, R26W, SEC. 35; T40N, R26W, SEC. 36.

Menominee County (Advertised Price \$74,146.65)

SALE NOTE: No designated recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Access may be through other public land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>AD\</u>	/ERTISED PRICE
Sawlogs Mixed Hardwood	30.00 MBF	\$	173.00 / MBF
Pulpwood Balsam Fir	403.00 Cords	\$	28.70 / Cord
Mixed Hardwood Q. Aspen	919.00 Cords 1,021.00 Cords	\$ \$	26.10 / Cord 30.15 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,621.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
W. Spruce	107.00 Cords	\$	24.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.31 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$4,000.00 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 VAL
01	11%
02	8%
03	5%
04	18%
05	20%
06	16%
07	22%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2017.

#### **Sale Specific Conditions & Requirements**

Sale Name: Last Hurrah Sale Number: 33-025-14-01

#### 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/or 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 they are 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 (8/11)

Within Payment Unit(s) 4, 5, 6, and 7, cut all trees that are three (3) inches or more in diameter measured at a point four and one-half (4-1/2) feet above ground level regardless of merchantability; except Cedar, Hemlock, White Pine, and Red Pine. Not all of these species are present in all of the units.

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

Within Payment Unit(s) 1, 2, and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all merchantable aspen, balm, and balsam fir.

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

Note that the mixed hardwood sawlog volume contains maple, birch, basswood, and ash primarily. The mixed hardwood pulpwood volume contains about 150 cords of basswood. There is also a small percentage of balm included within the aspen pulpwood.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (9/13)

Skidding of unlimbed tops or lengths over 17 feet is not permissible within units 1, 2, and 3.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

Payment Unit(s) with a value greater than \$18,000 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 4 - Transportation

#### 4.2 - 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 during other wet weather conditions.

#### 4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. 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 applies to all roads used. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

#### 5.2.3 - Operating Restrictions

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

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

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and 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.

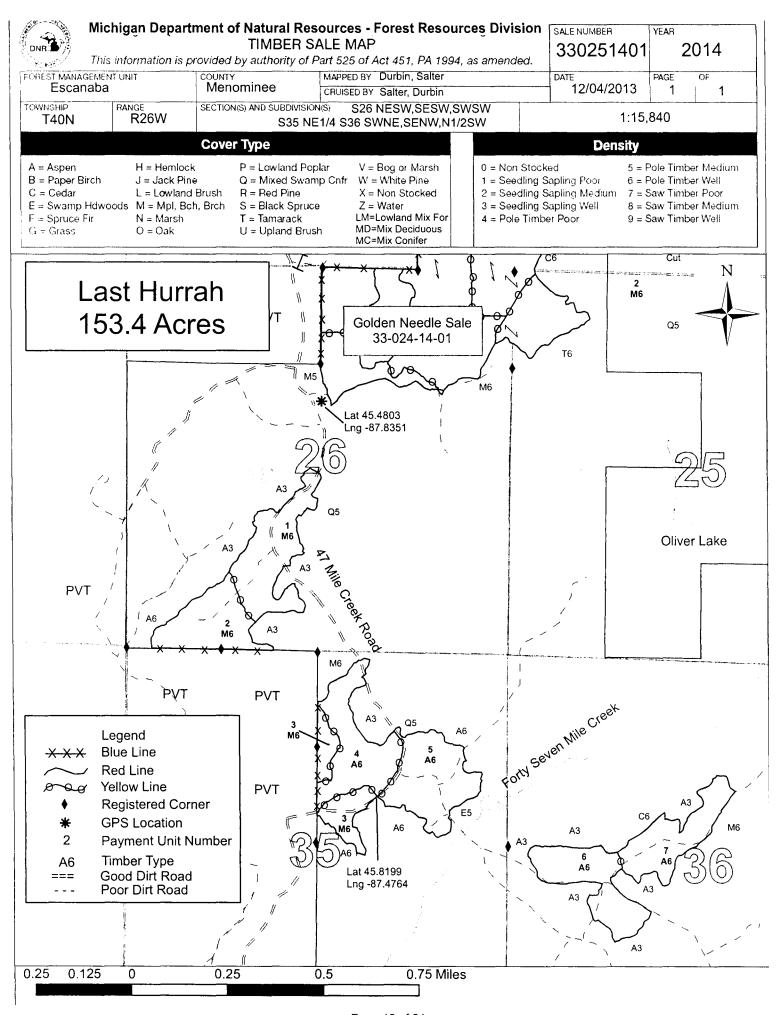
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on the 47 Mile Creek Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 4/11/2014 12:02:35PM



#### TIMBER SALE INFORMATION

#### LAST ANIMAL (33-011-13-01)

T35N, R25W, SEC. 03; T35N, R25W, SEC. 10.

Menominee County (Advertised Price \$51,055.70)

SALE NOTE: The hauling on the Forest Islands ORV trail is restricted to allow for hauling only during the weekdays (Monday-Friday) during the snow free ORV trail season. Depending upon weather conditions this restriction will apply from 3/31 to 12/1.

The scotch pine plantation to the east is (.8) acres and may be added as a contract supplement to clearcut all scotch pine trees.

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	/ERTISED PRICE
Sawlogs			
Mixed Hardwood	27.80 MBF	\$	215.00 / MBF
Sugar Maple	17.50 MBF	\$	350.00 / MBF
Pulpwood			
Black Ash	468.00 Cords	\$	13.40 / Cord
Mixed Hardwood	1,139.00 Cords	\$	23.55 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,859.05:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawlogs			
Basswood	12.20 MBF	\$	81.00 / MBF
Black Ash	35.10 MBF	\$	55.00 / MBF
Pulpwood			
Basswood	56.00 Cords	\$	14.95 / Cord
Mixed Softwood	77.00 Cords	\$	24.85 / Cord
Q. Aspen	7.00 Cords	\$	27.10 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.43 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$3,000.00 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	18%
02	1%
03	17%
04	14%
05	9%
06	11%
07	3%
08	17%
09	10%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2017.

#### **Sale Specific Conditions & Requirements**

Sale Name: Last Animal Sale Number: 33-011-13-01

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

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

Within Payment Unit(s) 1 and 8, cut all trees which meet minimum piece specifications in 2.2 Utilization with the following exceptions:

Unit 1- Do not cut any cedar, hemlock, pine, beech and trees marked with green paint above and below breast height.

Unit 8- Do not cut any hemlock, cedar, pine, yellow birch, beech, and trees marked with green paint above and below breast height.

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

Within Payment Unit(s) 2, 3, 4, 5, 6, 7, and 9, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Additionally:

Unit 2- Cut all merchantable aspen and those spruce and fir with 2 or more merchantable pulpwood sticks which meet minimum piece specifications in 2.2 Utilization.

Units 3, 4, 5, 6, 7 and 9- Cut all merchantable aspen and those spruce and fir with 2 or more merchantable pulpwood sticks which meet minimum piece specifications in 2.2 Utilization. Also, cut all ash trees that are greater than 7 inches measured at a point 6 inches above ground level; this equates to trees that are approximately 6 inches DBH.

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

Note that black ash sawlog volumes is green and white ash logs. Black ash pulpwood volume is black, green, and white ash pulpwood. Mixed hardwood sawlog volume is red maple, paper birch, yellow birch, and beech sawlogs. Mixed hardwood pulpwood volume is sugar maple, red maple, paper birch, yellow birch, and beech.

There is a small Scotch pine and spruce plantation (approximately .8 acres) located just to the east of the Northeast corner of unit 9. This is an optional unit and may be added as a contract supplement should the purchaser choose to harvest it. The purchaser will pay the mixed softwood price of the contract for this additioal volume of timber.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (9/13)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (12/08)

Payment Unit(s) that have a contract value of fifteen thousand dollars (\$15,000) or more may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.5 - Culverts (9/11)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

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

#### 4.2 - Maintenance

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

Hauling is restricted on the Forest Islands ORV trail. The restriction is for the area of the sale North of the Gate (Units 1,2,3,4,5 & 6). Hauling will only be allowed during the weekdays (Monday-Friday) during the snow free ORV trail season. Depending upon the weather conditions this restrictriction will apply from 3/31 to 12/1.

#### 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 the availability of onsite sand or gravel from adjacent State-owned lands.

#### 4.2.4 - Grading (12/08)

Roads must be graded after the sale is completed. 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.

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

The access gates must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative. Also, the access gates must be locked at all times on the weekends during the ORV Trail season. This is to prevent other vehicle traffic from going through the gate on the designated ORV trail.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site 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 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.1 - Slash within sale area (2/04)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the blue paint line.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 2, 3, 4, 5, 6, 7, and 9, 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.

#### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 1 and 8, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because there are lowland ash swales within these payment units.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed along the Forest Islands ORV trail and Camp O road without permission of the Unit Manager or his/her representative.

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

The Forest Islands ORV trail is shown on the Timber Sale Map. Do not cut trees or damage posts with orange ORV markers. 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.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

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

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

No harvesting operations, including skidding and felling, are to take place within the small diameter black ash drainage as shown on the timber sale map. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on the Forest Islands ORV trail prior to beginning operations. The trail must be posted during the ORV trail season 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.

Section Name: Sale Specific Current as of 3/26/2014 4:34:29PM

Michigan Department of Natural Resources & Environment - Forest Management Division |Sale Number TIMBER SALE MAP 2013 33-011-13-01 This information provided by authority of Part 525, 1994 PA 451, as amended. Mapped By Racine Page Forest Management Unit County of 8/27/2013 Escanaba Menominee Cruised By Mcnamee, Racine Section(s) and Subdivision(s)10) NWNW, NENW, NESW, NWSE, NESE, SENW Township Range 1:15,840 T35N 3) SE1/4, NENW, NWNE, SWNE, SENW, NESW, SESW, SWSW **R25W** Cover Type Density U = Upland Brush O = Oak 5 = Pole Timber Medium A = Aspen G = Grass 0 = Non Stocked V = Bog or Marsh B = Paper Birch P = Lowland Poplar 6 = Pole Timber Well H = Hemlock 1 = Seedling Sapling Poor W = White Pine 2 = Seedling Sapling Medium 3 = Seedling Sapling Well C = Cedar J = Jack Pine Q = Mixed Swamp Cnfr 7 = Saw Timber Poor D = Treed Bog X = Non Stocked 8 = Saw Timber Medium L = Lowland Brush R = Red Pine E = Swamp Hdwoods F = Spruce Fir Z = Water 4 = Pole Timber Poor 9 = Saw Timber Well S = Black Spruce M = Mpl, Bch, Brch N = Marsh T = Tamarack **Last Animal** 224 Acres **M9** drainage **BLUE** out area Legend PVT. (Blue) Sale against private (Red) Sale against state (Yellow) Unit Line Paved Roads Gate County Gravel GPS Position Poor dirt and trails 87.3840 Section Corners 45,4409 **E6** Camp O Rd 0.5 Miles 0.5 0.25 0

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#### GOLDEN NEEDLE (33-024-14-01)

T40N, R26W, SEC. 23; T40N, R26W, SEC. 24; T40N, R26W, SEC. 25; T40N, R26W, SEC. 26, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 10, 2014, 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 UNITS*</b>	ADVERTISED PRICE	BID PRICE
Pulpwood			
Mixed Hardwood	336.00 Cords	\$ 26.85 / Cord	\$ / Cord
Mixed Softwood	475.00 Cords	\$ 28.90 / Cord	\$ / Cord
N. W. Cedar	530.00 Cords	\$ 25.10 / Cord	\$ / Cord
Tamarack	1,381.00 Cords	\$ 19.70 / Cord	\$ / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,545.90:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	AD\	VERTISED PRICE
Sawlogs			
Mixed Hardwood	13.90 MBF	\$	194.00 / MBF
Red Pine	2.20 MBF	\$	179.00 / MBF
White Pine	32.50 MBF	\$	103.00 / MBF
Pulpwood			
Q. Aspen	68.00 Cords	\$	31.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.53 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.

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	URITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
				ı
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	M YOUR PROSPECTUS IN T	HE ABOVE BOX.
	ABLE, PLEASE PLACE THE PERSO or company representative's signatu			THE ABOVE BOX.  Date:



sale contract.

Name of Business

Address

Michigan Department of Natural Resources & Environment Forest Management Division

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21 days of the contract award and prior to the issuance of the timber sale contract.
•	All Information must be typed or printed except for written signatures.
Ple	ase Check Appropriate Categories:
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):
	A. Sole Proprietorship (individual)
	B. Partnership
	C. Corporation
2.	You <b>must</b> check <u>one</u> of the boxes below:
	A.   I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
	B.  I certify that my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
	C.  I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21 days of the contract award.

3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other

Federal ID (or) Social Security No.

than yourself, including family members and active partners (if none, you must enter "0").

Full-time Employees

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

		( )
City	State	ZIP
I hereby certify that the above information is occur in factors affecting my coverage during Signature of Owner or Authorized Representative		I agree to notify the Michigan DNRE of any changes that ent and future operations.  Date
riue		Date

Telephone

Part-time Employees

#### ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

#### LAST HURRAH (33-025-14-01)

T40N, R26W, SEC. 26; T40N, R26W, SEC. 35; T40N, R26W, SEC. 36, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 10, 2014, 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>ESTIMATE</b>	O UNITS*	AD\	/ERTISED PRICE	BID PRIC	<u>E</u>
Sawlogs						
Mixed Hardwood	30.00	MBF	\$	173.00 / MBF	\$	/ MBF
Pulpwood						
Balsam Fir	403.00	Cords	\$	28.70 / Cord	\$	/ Cord
Mixed Hardwood	919.00	Cords	\$	26.10 / Cord	\$	/ Cord
Q. Aspen	1,021.00	Cords	\$	30.15 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,621.50:

PRODUCTS & SPECIES	ESTIMATED UNITS*	AD\	/ERTISED PRICE
Pulpwood			
W. Spruce	107.00 Cords	\$	24.50 / 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.

	FEDERAL ID:	or SOCIA	L SECURITY NUMBER	R:		
	Company or individual bio	ding:				
	Company representative's	name:				
	Address:					
	City:	State:	Zip:			
F AVAIL	ABLE, PLEASE PLACE TH	E PERSONALIZED LABEL	FROM YOUR PROSE	PECTUS IN THE ABOVE BOX.		
Individual	or company representative's signature: Date:					
Phone nu	ımber :		Email (optional):			

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.31 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.



Michigan Department of Natural Resources & Environment Forest Management Division

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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

#### 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
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 21

	days of the contract award and prior to the issuance of the t	imber sale contract.
•	All Information must be typed or printed except for written s	gnatures.
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	boxes below):
2.	Worker's Compensation Laws.  B. I certify that my business has satisfied its obligation to Notice of Exclusion (BWC-337, Rev. 5/96). I will provid award. (For questions or a copy of the BWC-337, pleas	has no employees but the sole proprietor. I am not subject to the of the Worker's Compensation Act through the use of an approved de a copy of the Notice of Exclusion within 21 days of the contract e call the Worker's Compensation Bureau at 517-322-1195).  In Policy. I will provide an original Certificate of Insurance within 21
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate than yourself, including family members and active partners. Full-time Employees	the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").  Part-time Employees
Nam	me of Business	Federal ID (or) Social Security No.
Addr	dress	Telephone ( )
City	State	ZIP
occ _	ereby certify that the above information is true and correct. Cur in factors affecting my coverage during any of my prese	I agree to notify the Michigan DNRE of any changes that ent and future operations.
T	Title	Date

#### **BID FORM**

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

### LAST ANIMAL (33-011-13-01)

T35N, R25W, SEC. 03; T35N, R25W, SEC. 10, Menominee County

In response to the notice of sale to be held 3:00 p.m. (local time) on June 10, 2014, 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>	UNITS*	AD\	VERTISED PRICE	BID P	RICE
Sawlogs						
Mixed Hardwood	27.80 M	MBF	\$	215.00 / MBF	\$	/ MBF
Sugar Maple	17.50 N	MBF	\$	350.00 / MBF	\$	/ MBF
Pulpwood						
Black Ash	468.00 (	Cords	\$	13.40 / Cord	\$	/ Cord
Mixed Hardwood	1,139.00	Cords	\$	23.55 / Cord	\$	/ Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$5,859.05:

PRODUCTS & SPECIES	<u>ESTIMATEI</u>	D UNITS*	ADVE	ADVERTISED PRICE		
Sawlogs						
Basswood	12.20	MBF	\$	81.00 / MBF		
Black Ash	35.10	MBF	\$	55.00 / MBF		
Pulpwood						
Basswood	56.00	Cords	\$	14.95 / Cord		
Mixed Softwood	77.00	Cords	\$	24.85 / Cord		
Q. Aspen	7.00	Cords	\$	27.10 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.43 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.

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	URITY NUMBER:			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
- AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	M YOUR PROSPECTUS IN	THE ABOVE BOX.		
ndividua	vidual or company representative's signature: Date:					
hone ni	mbor:	Email /	(ontional):			



Michigan Department of Natural Resources & Environment Forest Management Division

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

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

#### 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 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	Please Check Appropriate Categories:	
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>	
2.	. You <b>must</b> check <u>one</u> of the boxes below:	
	A.  I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.	)
	<ul> <li>B.</li></ul>	t
	days of the contract award.	
3.	. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").	
	Full-time EmployeesPart-time Employees	
Nan	ame of Business Federal ID (or) Social Security No.	
Add	Telephone ( )	
City	ty State ZIP	
	nereby certify that the above information is true and correct. I agree to notify the Michigan DNRE of any changes that occur in factors affecting my coverage during any of my present and future operations.	
- 5	Signature of Owner or Authorized Representative	
-	Title Date	