

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5854

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on March 2, 2017. LOCATION: BARAGA MGMT UNIT, 427 US 41 NORTH, BARAGA, MI 49908.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, BARAGA MANAGEMENT UNIT, for certain timber on the following described lands:

Blinded By Science MWR (11-022-17)

Baraga County, Advertised Price \$17,703.75, 49.5 Acres, Hardwood, White Pine.

SALE NOTE: Sale contains a silviculture research area and needs to be cut during the period of December 1, 2017 to March 15, 2018. As part of the research, in Payment Unit 1, all wood less then 9" in diameter is to be left on site.

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

Rocky Road Hardwood MWR (11-023-17)

Baraga County, Advertised Price \$41,760.85, 73.5 Acres, Hardwood, Sugar Maple.

SALE NOTE: Sale contains a silviculture research area and needs to be cut during the period of August 15, 2017 to March 15, 2018.

Access may be through private land.

<u>Itchy SBW</u> (11-016-16)

Keweenaw County, Advertised Price \$27,302.75, 136.2 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: This sale contains stand that have the potential for spruce budworm defoliation. A timely harvest is encouraged to avoid potential volume loss.

Access may be through private land.

BID INSTRUCTIONS (VER. 09/02/2016):

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

Bids must be received by the Unit Manager, BARAGA OFFICE, 427 US 41 NORTH, BARAGA, MI 49908, no later than 9:00 a.m. (local time) on March 2, 2017. For further information concerning this sale, contact Brad Carlson at 906-353-6651.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

9. Timber Sale Contract (9/14)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

KEITH CREAGH Director

TIMBER SALE INFORMATION

Blinded By Science MWR (11-022-17)

Baraga County (Advertised Price \$17,703.75)

SALE NOTE: Sale contains a silviculture research area and needs to be cut during the period of December 1, 2017 to March 15, 2018. As part of the research, in Payment Unit 1, all wood less then 9" in diameter is to be left on site.

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

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

PRODUCTS & SPECIES	ESTIMATE	ED UNITS*	ADV	ERTISED PRICE
Sawtimber				
Black Ash	0.40	MBF	\$	78.00 / MBF
Paper Birch	1.80	MBF	\$	85.00 / MBF
Red Maple	5.50	MBF	\$	184.00 / MBF
Red Oak	1.50	MBF	\$	223.00 / MBF
Sugar Maple	20.40	MBF	\$	404.00 / MBF
White Pine	17.40	MBF	\$	41.00 / MBF
Yellow Birch	1.50	MBF	\$	138.00 / MBF
Pulpwood				
Balsam Fir	6.00	Cords	\$	14.35 / Cord
Hemlock	6.00	Cords	\$	8.50 / Cord
Mixed Hardwood	301.00	Cords	\$	18.70 / Cord
Paper Birch	5.00	Cords	\$	10.50 / Cord
Quaking Aspen	29.00	Cords	\$	16.85 / Cord
White Pine	18.00	Cords	\$	21.15 / Cord
White Spruce	21.00	Cords	\$	15.40 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 19.93 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	1.2	MBF	28.8	\$7,817.80
	Red Maple		2.2	MBF		
	Red Oak		1.5	MBF		
	Sugar Maple		6.8	MBF		
	White Pine		17.4	MBF		
	Yellow Birch		0.8	MBF		
	Balsam Fir	Pulpwood	1.0	Cords		
	Hemlock		6.0	Cords		
	Mixed Hardwood		120.0	Cords		
	Red Maple		29.0	Cords		
	Red Oak		5.0	Cords		
	Sugar Maple		76.0	Cords		
	Yellow Birch		10.0	Cords		
	Paper Birch		4.0	Cords		
	Quaking Aspen		29.0	Cords		
	White Pine		18.0	Cords		
	White Spruce		12.0	Cords		
2	Black Ash	Sawtimber	0.4	MBF	20.7	\$9,885.95
	Paper Birch		0.6	MBF		
	Red Maple		3.3	MBF		
	Sugar Maple		13.6	MBF		
	Yellow Birch		0.7	MBF		
	Balsam Fir	Pulpwood	5.0	Cords		
	Mixed Hardwood		181.0	Cords		
	Black Ash		5.0	Cords		
	Ironwood		8.0	Cords		
	Red Maple		59.0	Cords		
	Red Oak		2.0	Cords		
	Sugar Maple		95.0	Cords		
	Yellow Birch		12.0	Cords		
	Paper Birch		1.0	Cords		
	White Spruce		9.0	Cords		
		TOTAL:	48.5	MBF		
		TOTAL:	386.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Blinded By Science MWR Sale Number: 11-022-17 Seq#: 1

1 - Sale Area

12 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH except trees marked with green paint above and below stump height. Note: This unit is part of a silviculture research project. As part of the research project all wood less than 9" in diameter is to be left on site. This unit also needs to be cut during the period of December 1, 2017 to March 15, 2018

2.1.11 - Description of timber note (2/04)

Note that in Payment Unit 1 there are approximately 260 cords that are to be felled and left on site. Within this unit, all material less than 9" in diameter is not included timber.

2.2 - Utilization

2.2.1 - Utilization (2/04)

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

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 26 feet is not permissible, unless approved by the Unit Manager or his/her representative.

2.2.7 - Uncut designated trees (2/04)

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

2.2.8 - Utilization and removal (5/14)

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

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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

4 - Transportation

4.1 - Construction

4.1.1 - Stream crossings, general (3/11)

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

4.1.3 - Slash and earthen piles (8/04)

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

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, 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 or be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.2 - Fill material (4/07)

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

4.2.4 - Grading (12/14)

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

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations.

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 to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 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.

5.1.6 - Utility R.O.W. (1/15)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations. Contact Brett French with American Transmission Company at (906) 779-7902.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops in Payment Unit 2 may exceed 36 inches in height.

In Payment Unit 1, tree tops are to remain intact and should not be driven over or compressed. This is because the unit is part of a silvicultural research project.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. Chips shall not be stored on site.

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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, unless changed by written agreement, cutting and skidding is limited to the period from December 1st, 2017 to March 15th, 2018. This restriction is because these units are part of a silviculture research project.

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, clean up and seeding activities on landings, decking areas, new roads, berms used for road closures and major skid trails must be completed by July 15 following harvest completion. This restriction is to allow these areas to re-vegetate before the dry season.

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

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of the sale administrator.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. Prior to operations, contact Baraga Tourism to have the trial signed, 906-524-7444.

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.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

7 - Other Conditions

7.2 - Extensions

7.2.7 - Research extension (12/16)

This is a research sale with a short contract length. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

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

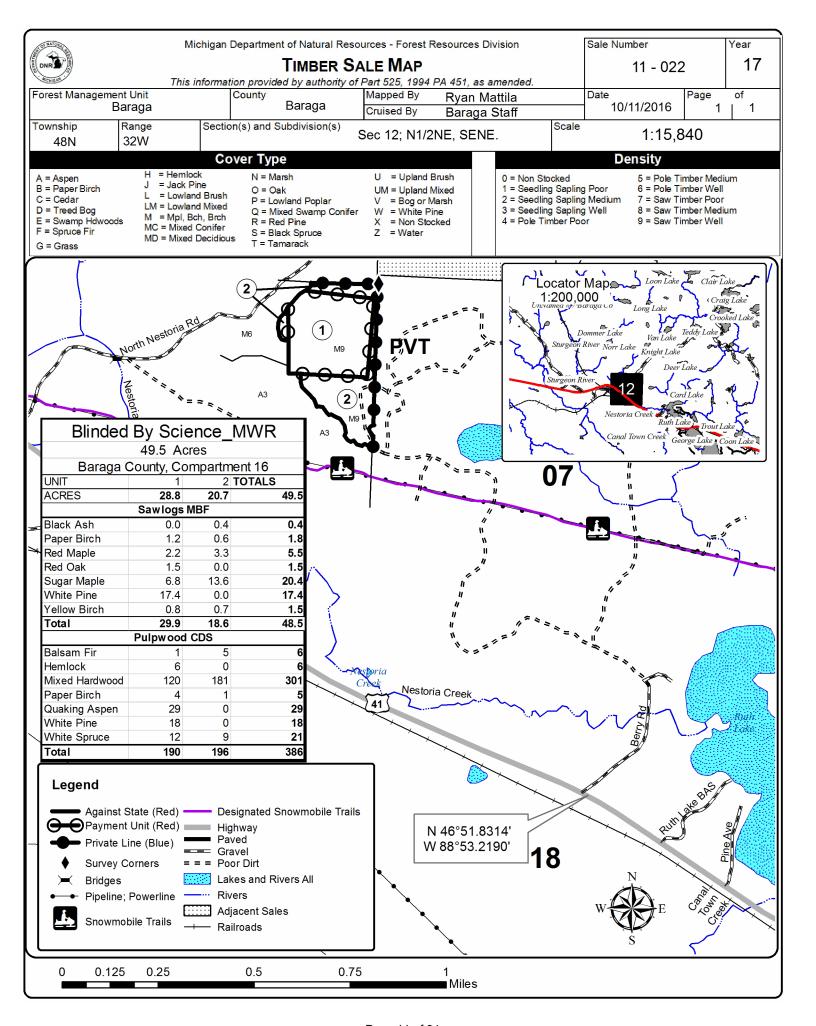
There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine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

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 1/26/2017 9:10:07AM



TIMBER SALE INFORMATION

Rocky Road Hardwood_MWR (11-023-17)

Baraga County (Advertised Price \$41,760.85)

SALE NOTE: Sale contains a silviculture research area and needs to be cut during the period of August 15, 2017 to March 15, 2018.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADV	ERTISED PRICE
Sawtimber				
Basswood	0.40	MBF	\$	110.00 / MBF
Black Cherry	12.00	MBF	\$	148.00 / MBF
Paper Birch	2.60	MBF	\$	101.00 / MBF
Red Maple	9.10	MBF	\$	217.00 / MBF
Sugar Maple	45.00	MBF	\$	477.00 / MBF
Yellow Birch	3.80	MBF	\$	163.00 / MBF
Pulpwood				
Balsam Fir	14.00	Cords	\$	17.00 / Cord
Basswood	3.00	Cords	\$	13.60 / Cord
Mixed Hardwood	653.00	Cords	\$	22.15 / Cord
N. White Cedar	4.00	Cords	\$	26.70 / Cord
Paper Birch	13.00	Cords	\$	12.40 / Cord
Quaking Aspen	26.00	Cords	\$	19.90 / Cord
White Spruce	5.00	Cords	\$	18.20 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.83 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 \$6,000.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	0.4	MBF	42.5	\$18,580.40
	Black Cherry		6.0	MBF		
	Paper Birch		1.4	MBF		
	Red Maple		8.5	MBF		
	Sugar Maple		16.4	MBF		
	Yellow Birch		3.8	MBF		
	Balsam Fir	Pulpwood	14.0	Cords		
	Basswood		3.0	Cords		
	Mixed Hardwood		282.0	Cords		
	American Elm		1.0	Cords		
	Black Cherry		14.0	Cords		
	Red Maple		77.0	Cords		
	Sugar Maple		154.0	Cords		
	Yellow Birch		36.0	Cords		
	Paper Birch		7.0	Cords		
	Quaking Aspen		26.0	Cords		
	White Spruce		5.0	Cords		
2	Black Cherry	Sawtimber	6.0	MBF	31.0	\$23,180.45
	Paper Birch		1.2	MBF		
	Red Maple		0.6	MBF		
	Sugar Maple		28.6	MBF		
	Mixed Hardwood	Pulpwood	371.0	Cords		
	Black Cherry		32.0	Cords		
	Red Maple		6.0	Cords		
	Sugar Maple		327.0	Cords		
	Yellow Birch		6.0	Cords		
	N. White Cedar		4.0	Cords		
	Paper Birch		6.0	Cords		
		TOTAL:	72.9	MBF		
		TOTAL:	718.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Rocky Road Hardwood MWR Sale Number: 11-023-17 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

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

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH except trees marked with green paint above and below stump height. All slash must be removed from this unit and chipped. Chipping is required unless another option is negotiated with the Unit Manager or his/her representative to reduce, eliminate, and/or disperse the slash into surrounding areas. This unit is part of the Mike Walters research project and needs to be cut during the period of August 15, 2017 to March 15, 2018.

2.2 - Utilization

2.2.1 - Utilization (2/04)

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

2.2.2 - Chipping required (5/14)

Payment Unit 2 must be chip harvested to facilitate follow-up scarification. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping, in order to minimize the amount of residual slash left in this research project area. A written waver of this requirement may be obtained if another option to reduce, eliminate, and/or disperse the slash out of this unit is agreed upon with the Unit Manager or his/her representative. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is due to the research nature of these units.

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 2 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. A written waiver of this requirement may be obtained if snow levels make these heights unobtainable.

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. Payment Unit 2 is part of a research project, and all slash must be removed form the unit. This slash must be chipped unless another option is negotiated with the Unit Manager or his/her representative to reduce, eliminate, and/or disperse the slash into the surrounding area. This is because of the research nature of this project.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to residual merchantable trees. Within the sale area, if more than

5% 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, or at a rate of \$50 per sawtimber tree and \$5 per pole sized tree, whichever is greater.

4 - Transportation

4.1 - Construction

4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on state land, a minimum of 60 days notification must be given before permits will be issued.

4.1.3 - Slash and earthen piles (8/04)

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

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, 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 or be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.2 - Fill material (4/07)

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

4.2.4 - Grading (10/16)

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

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private land-owner may be required by the DNR.

5 - Operations

5.1 - 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 to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit 1 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. Chips shall not be stored on site.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 2, cutting and skidding is limited to the period of August 15, 2017 to March 15, 2018. This restriction is to meet the requirements of a silviculture research project.

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 2 unless changed by written agreement, clean up and seeding activities on landings, decking areas, new roads, berms used for road closures and major skid trails must be completed by July 15 following harvest completion. This restriction is to allow these areas to re-vegetate before the dry season.

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

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of the sale administrator.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or

skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

7 - Other Conditions

7.2 - Extensions

7.2.7 - Research extension (12/16)

This is a research sale with a short contract length. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

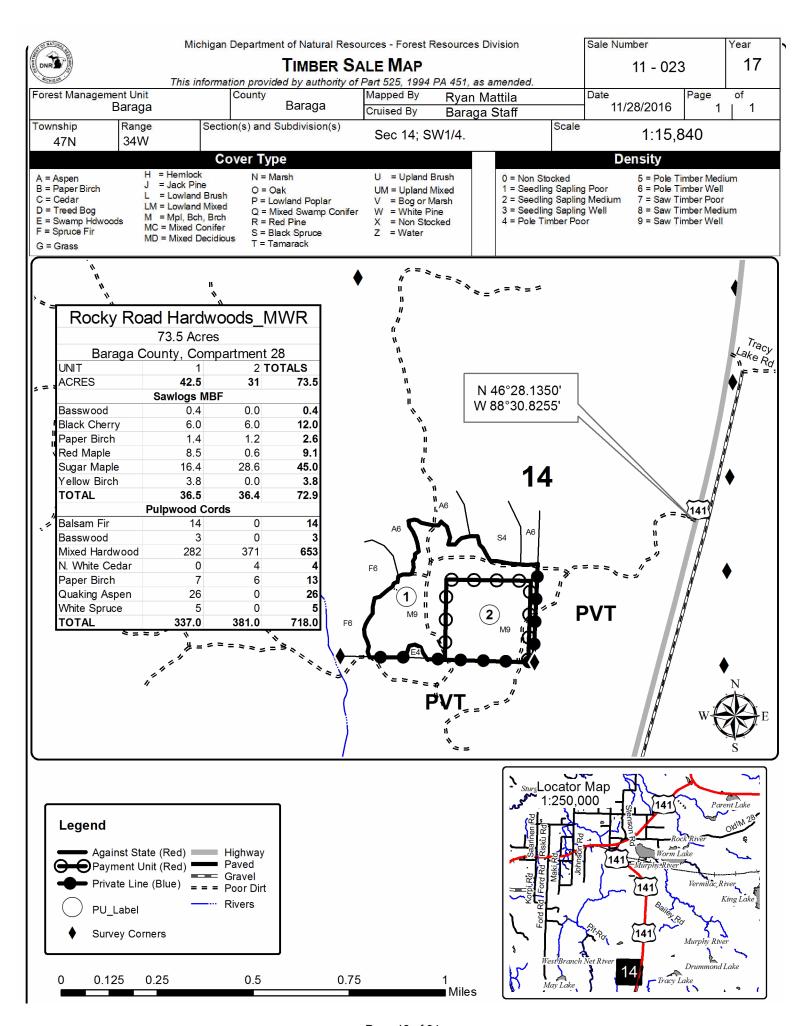
7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

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

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

Section Name: Sale Specific Current as of 1/26/2017 10:42:09AM



Page 20 of 34

TIMBER SALE INFORMATION

Itchy SBW (11-016-16)

Keweenaw County (Advertised Price \$27,302.75)

SALE NOTE: This sale contains stand that have the potential for spruce budworm defoliation. A timely harvest is encouraged to avoid potential volume loss.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Mixed Spruce	28.20	MBF	\$	21.00 / MBF
Paper Birch	10.40	MBF	\$	57.00 / MBF
Sugar Maple	5.50	MBF	\$	270.00 / MBF
Pulpwood				
Balsam Fir	262.00	Cords	\$	9.55 / Cord
Black Ash	1.00	Cords	\$	12.45 / Cord
Mixed Hardwood	286.00	Cords	\$	12.45 / Cord
Mixed Spruce	1,422.00	Cords	\$	10.25 / Cord
Paper Birch	151.00	Cords	\$	7.00 / Cord
Quaking Aspen	260.00	Cords	\$	11.25 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.28 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	2.0	MBF	34.8	\$6,906.25
	Sugar Maple		1.9	MBF		
	Balsam Fir	Pulpwood	75.0	Cords		
	Mixed Hardwood	'	45.0	Cords		
	Red Maple		16.0	Cords		
	Sugar Maple		29.0	Cords		
	Mixed Spruce		398.0	Cords		
	White Spruce		398.0	Cords		
	Paper Birch		21.0	Cords		
	Quaking Aspen		69.0	Cords		
2	Mixed Spruce	Sawtimber	12.3	MBF	17.3	\$3,678.25
_	1	Sawtiiiibei	12.3		17.3	φ3,076.20
	White Spruce			MBF		
	Paper Birch		0.8	MBF		
	Balsam Fir	Pulpwood	24.0	Cords		
	Mixed Hardwood		27.0	Cords		
	Red Maple		23.0	Cords		
	Sugar Maple		4.0	Cords		
	Mixed Spruce		177.0	Cords		
	Black Spruce		25.0	Cords		
	White Spruce		152.0	Cords		
	Paper Birch		28.0	Cords		
	Quaking Aspen		71.0	Cords		
3	Mixed Spruce	Sawtimber	2.0	MBF	43.2	\$7,953.80
	White Spruce		2.0	MBF		
	Paper Birch		0.4	MBF		
	Balsam Fir	Pulpwood	15.0	Cords		
	Black Ash		1.0	Cords		
	Mixed Hardwood		24.0	Cords		
	Red Maple		24.0	Cords		
	Mixed Spruce		672.0	Cords		
	White Spruce		672.0	Cords		
	Paper Birch		17.0	Cords		
	Quaking Aspen		38.0	Cords		
1	Mixed Spruce	Sawtimber	13.9	MBF	32.8	\$7,349.00
7	White Spruce	GawtiiribCi	13.9	MBF	32.0	Ψ1,5+3.00
	Paper Birch		7.2	MBF		
				1		
	Sugar Maple	Dulpwood	3.6	MBF		
	Balsam Fir	Pulpwood	137.0	Cords		
	Mixed Hardwood		153.0	Cords		
	Red Maple		44.0	Cords		
	Sugar Maple		109.0	Cords		
	Mixed Spruce		101.0	Cords		
	Black Spruce		29.0	Cords		
	White Spruce		72.0	Cords		
	Paper Birch		80.0	Cords		
	Quaking Aspen		77.0	Cords		
5	Balsam Fir	Pulpwood	10.0	Cords	4.7	\$759.40
	Mixed Hardwood		32.0	Cords		
	Red Maple		16.0	Cords		
	Sugar Maple		16.0	Cords		
	Mixed Spruce		17.0	Cords		
	Black Spruce		12.0	Cords		
	White Spruce		5.0	Cords		
	Paper Birch		5.0	Cords		
	Quaking Aspen		5.0	Cords		
6		Pulnwood			2 /	\$656.05
6	Balsam Fir	Pulpwood	1.0	Cords	3.4	\$656

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Mixed Hardwood	Pulpwood	5.0	Cords		
	Red Maple		5.0	Cords		
	Mixed Spruce		57.0	Cords		
	White Spruce		57.0	Cords		
		TOTAL:	44.1	MBF		
		TOTAL:	2,382.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Itchy SBW Sale Number: 11-016-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not included timber and are to be protected, unless otherwise directed by the sale administrator.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4, 5 and 6, cut all trees which meet minimum piece specifications in 2.2 Utilization except yellow birch, white pine, cedar, ironwood, mountain ash, apple spp. and red oak. Also, retain hemlock and elm if present.

2.1.11 - Description of timber note (2/04)

Note that Mixed spruce includes white and black spruce. Mixed Hardwood includes red and sugar maple.

2.2 - Utilization

2.2.1 - Utilization (2/04)

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

2.2.8 - Utilization and removal (5/14)

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

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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

4 - Transportation

4.1 - Construction

4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR for crossings on state land, a minimum of 60 days notification must be given before permits will be issued.

4.1.3 - Slash and earthen piles (8/04)

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

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. 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, or be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.2 - Fill material (4/07)

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

4.2.4 - Grading (12/14)

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

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (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

5.2.3.2 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, 3, 4, 5 and 6, unless changed by written agreement, clean up and seeding activities on landings, decking areas, new roads, berms used for road closures and major skid trails must be completed by July 15 following harvest completion. This restriction is to allow these areas to re-vegetate before the dry season.

5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, mountain ash or apple trees. These woody-shrub plants are highly beneficial to various wildlife species.

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

Top soil on landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation. In addition, the area must be seeded and mulched per instructions of the sale administrator.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.2.41 - Snowmobile trail protection (9/11)

Trail #3 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. No decking of forest products will be permitted along the snowmobile 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.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

7 - Other Conditions

7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

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

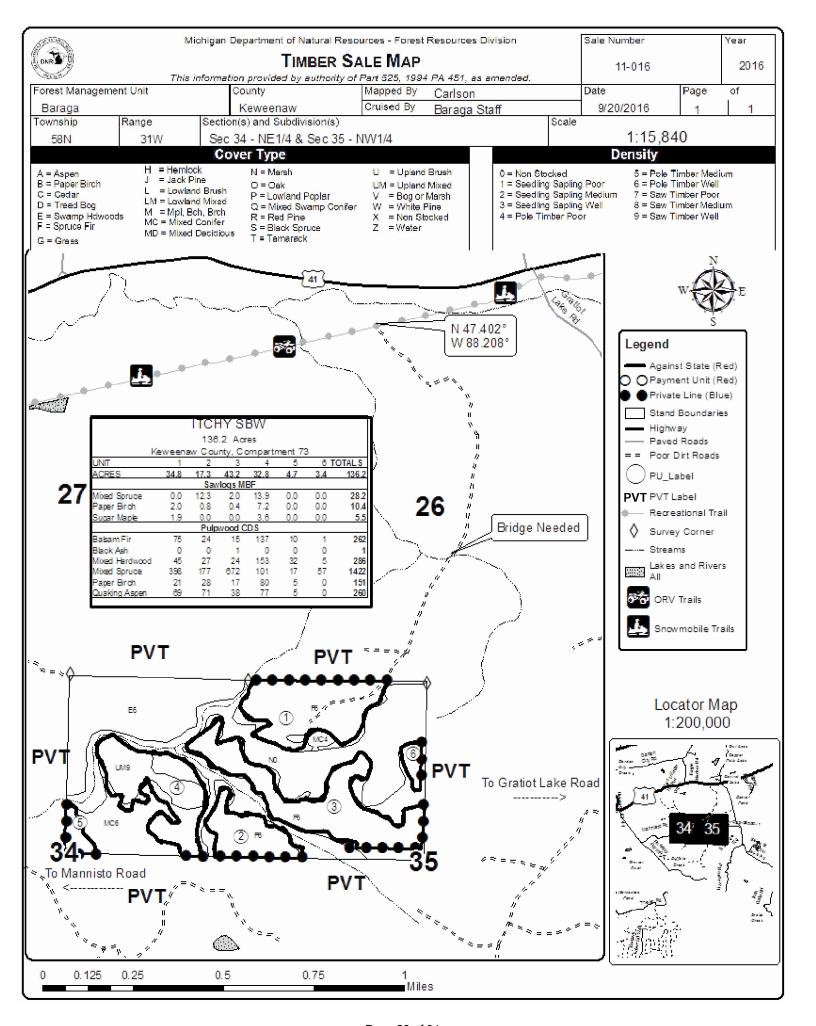
There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine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

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 1/30/2017 1:27:43PM



EEDEDAI ID:

BID

BARAGA MANAGEMENT UNIT BARAGA OFFICE

Itchy SBW (11-016-16)

; Keweenaw COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on March 2, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLUME*	ADVERTISED PRICE	BID PRICE
	00.00 MPF	04.00 !! **	•
Mixed Spruce	28.20 MBF	\$ 21.00/MBF	\$
Paper Birch	10.40 MBF	\$ 57.00/MBF	\$
Sugar Maple	5.50 MBF	\$ 270.00/MBF	\$
Pulpwood			
Balsam Fir	262.00 Cords	\$ 9.55/Cord	\$
Black Ash	1.00 Cords	\$ 12.45/Cord	\$
Mixed Hardwood	286.00 Cords	\$ 12.45/Cord	\$
Mixed Spruce	1,422.00 Cords	\$ 10.25/Cord	\$
Paper Birch	151.00 Cords	\$ 7.00/Cord	\$
Quaking Aspen	260.00 Cords	\$ 11.25/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 9.28 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.

	1 LDLIVAL ID	or 300/AL	SECONITI NOMBEN	·.——- ⁻ ———			
	Company or individual	oidding:					
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
IF AVAIL	ABLE, PLEASE PLACE	THE PERSONALIZED LABEL	FROM YOUR PROSP	PECTUS IN THE ABOVE BOX.	•		
Individual	l or company representat	ive's signature:		Date:			
Phone nu	ımber :	E	mail (optional):				

or SOCIAL SECUDITY 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)
5
Forest Management Unit:

As required by Act 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.	i) and				
VE	RIFICATION OF WORKER'S DISABILITY COMPENS.	ATION ACT COMPL	IANCE			
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.					
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you must check <u>one</u> of to A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	the boxes below):				
2.	 You must check one of the boxes below: A. I certify my business is a sole proprietorship and it has Worker's Compensation Laws. B. I certify my business has satisfied its o bligation to the Exclusion (BWC-337, Rev. 5/96). I will provide a copy questions or a copy of the BWC-337, please call the VC. C. I certify my business has a Worker's Compensation Poone (21) days of the contract award. 	Worker's Compensation of the Notice of Exclus Norker's Compensation	n Act through the use of an approved Notice of ion within 21 days of the contract award. (For Bureau at 517-322-1195).			
3.	If you have checked item 2(A) or 2(B), you must indithan yourself, including family members and active part					
	Full-time Employees	_	Part-time Employees			
Nam	ne of Business	Federal ID (or) Socia	al Security No.			
Add	ress	Telephone ()				
City	State	ZIP				
	ereby certify that the above information is true and corre actors affecting my coverage during any of my present a					

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

Date

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

BID

BARAGA MANAGEMENT UNIT BARAGA OFFICE

Blinded By Science MWR (11-022-17) ; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on March 2, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AC</u>	VERTISED PRICE	BID PRICE	
Black Ash	0.40	MBF	\$	78.00/MBF	\$	
Paper Birch	1.80	MBF	\$	85.00/MBF	\$	_
Red Maple	5.50	MBF	\$	184.00/MBF	\$	_
Red Oak	1.50	MBF	\$	223.00/MBF	\$	_
Sugar Maple	20.40	MBF	\$	404.00/MBF	\$	_
White Pine	17.40	MBF	\$	41.00/MBF	\$	_
Yellow Birch	1.50	MBF	\$	138.00/MBF	\$	_
Pulpwood						
Balsam Fir	6.00	Cords	\$	14.35/Cord	\$	_
Hemlock	6.00	Cords	\$	8.50/Cord	\$	_
Mixed Hardwood	301.00	Cords	\$	18.70/Cord	\$	_
Paper Birch	5.00	Cords	\$	10.50/Cord	\$	_
Quaking Aspen	29.00	Cords	\$	16.85/Cord	\$	_
White Pine	18.00	Cords	\$	21.15/Cord	\$	_
White Spruce	21.00	Cords	\$	15.40/Cord	\$	_

^{*}The volumes are statistically estimated within plus (+) or minus (-) 19.93 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual or company representative's signature: Date:						
Phone nu	none number : Email (optional):					

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

As required by Act 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 t				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.								
Plea	ease Check Appropriate Categories:								
	My business is organized as (you must check A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	one of the b	oxes belo	ow):					
	 You must check one of the boxes below: A. ☐ I certify my business is a sole proprietorship a Worker's Compensation Laws. B. ☐ I certify my business has satisfied its o bligation Exclusion (BWC-337, Rev. 5/96). I will provid questions or a copy of the BWC-337, please of the Compensation one (21) days of the contract award. 	on to the Work le a copy of th call the Worke	ker's Comp ne Notice o er's Compe	pensation Act the feature of Exclusion with ensation Bureau	rough the use of an approved Notice of in 21 days of the contract award. (For at 517-322-1195).				
	If you have checked item 2(A) or 2(B), you methan yourself, including family members and action and some series and action and some series are some series. Full-time Employees.	ctive partners							
Name	ne of Business		Federal ID	(or) Social Securi	ty No.				
Addre	ress		Telephone)					
City	State		ZIP						
n fa Si	ereby certify that the above information is true and factors affecting my coverage during any of my properties. Signature of Owner or Authorized Representative				higan DNR of any changes that occur				

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

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

BID

BARAGA MANAGEMENT UNIT BARAGA OFFICE

Rocky Road Hardwood MWR (11-023-17) ; Baraga COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on March 2, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PR	<u>ICE</u>
Basswood	0.40	MBF	\$	110.00/MBF	\$	
Black Cherry	12.00	MBF	\$	148.00/MBF	\$	
Paper Birch	2.60	MBF	\$	101.00/MBF	\$	
Red Maple	9.10	MBF	\$	217.00/MBF	\$	
Sugar Maple	45.00	MBF	\$	477.00/MBF	\$	
Yellow Birch	3.80	MBF	\$	163.00/MBF	\$	
Pulpwood						
Balsam Fir	14.00	Cords	\$	17.00/Cord	\$	
Basswood	3.00	Cords	\$	13.60/Cord	\$	
Mixed Hardwood	653.00	Cords	\$	22.15/Cord	\$	
N. White Cedar	4.00	Cords	\$	26.70/Cord	\$	
Paper Birch	13.00	Cords	\$	12.40/Cord	\$	
Quaking Aspen	26.00	Cords	\$	19.90/Cord	\$	
White Spruce	5.00	Cords	\$	18.20/Cord	\$	

^{*}The volumes are statistically estimated within plus (+) or minus (-) 10.83 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

	FEDERAL ID: or SOCIAL SECURITY NUMBER:				
	Company or individual bidding:			<u></u>	
	Company representative's name:				
	Address:				
	City:	_ State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual	dual or company representative's signature: Date:				
hone nu	hone number : Email (optional):				

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

As required by Act 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.						
Ple	Please Check Appropriate Categories:						
1.	 My business is organized as (you must check one of the box A. Sole Proprietorship (individual) B. Partnership C. Corporation 	xes below):					
3.	 A.						
Nam	lame of Business	ederal ID (or) Social Security No.					
Add	Address Te	elephone)					
City	City State ZI	P					
in fa	hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative Title Date						
	THE	Dale					

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