

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5965**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 10, 2017. LOCATION: GWINN MGMT UNIT, 410 WEST M-35, GWINN, MI 49841.

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

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

#### Ladoga/Paulson MWR (32-008-17)

Alger County, Advertised Price \$7,430.80, 60.0 Acres, Hardwood, Sugar Maple.

SALE NOTE: This sale is part of a large research project and as a result has specific harvesting requirements. Onsite review prior to bidding is highly recommended. No extensions will be allowed on this sale. However, with stipulations (see spec 7.2.7), a free 1 year extension can be applied to another State Forest Timber Sale Contract.

Access may be through private or other public land.

#### Chain-o-Lakes MWR (32-009-17)

Marquette County, Advertised Price \$18,654.90, 27.8 Acres, Hardwood, Sugar Maple.

SALE NOTE: This sale is part of a large research project and as a result has specific harvesting requirements. Onsite review prior to bidding is highly recommended. Operations will be limited to a period from August 15th, 2017 to March 15th, 2018. No extensions will be allowed on this sale. However, with stipulations (see spec 7.2.7), a free 1 year extension can be applied to another State Forest Timber Sale Contract.

#### Sheen Creek MWR (32-012-17)

Marquette County, Advertised Price \$46,946.00, 60.0 Acres, Hardwood, Sugar Maple.

SALE NOTE: This sale is part of a large research project and as a result has specific harvesting requirements. Onsite review prior to bidding is highly recommended. Operations will be limited to a period from August 15th, 2017 to March 15th, 2018. No extensions will be allowed on this sale. However, with stipulations (see spec 7.2.7), a free 1 year extension can be applied to another State Forest Timber Sale Contract.

#### Trout Paulson Mix SBW (32-028-16)

Alger County, Advertised Price \$32,104.65, 55.5 Acres, Aspen, Hardwood.

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

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

Bids must be received by the Unit Manager, GWINN OFFICE, 410 WEST M-35, GWINN, MI 49841, no later than 3:00 p.m. (local time) on July 10, 2017. For further information concerning this sale, contact Tom Seablom at 906-346-9201.

#### 2. Bidder's Qualifications (5/16)

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

#### 3. Preparation of Sealed Bids (5/16)

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

#### 4. Submission of Sealed Bids (5/16)

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

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

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

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

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

#### 6. Award of Contract (1/11)

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

#### 7. Down Payment (1/11)

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

#### 8. Performance Security (1/11)

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

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

#### 9. Timber Sale Contract (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

#### Ladoga/Paulson MWR (32-008-17)

Alger County (Advertised Price \$7,430.80)

SALE NOTE: This sale is part of a large research project and as a result has specific harvesting requirements. Onsite review prior to bidding is highly recommended. No extensions will be allowed on this sale. However, with stipulations (see spec 7.2.7), a free 1 year extension can be applied to another State Forest Timber Sale Contract.

Access may be through private or 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>ADV</u>	ERTISED PRICE
Sawtimber				
Red Maple	0.80	MBF	\$	72.00 / MBF
Sugar Maple	19.10	MBF	\$	212.00 / MBF
Pulpwood				
Basswood	3.00	Cords	\$	7.45 / Cord
Black Cherry	21.00	Cords	\$	13.05 / Cord
Red Maple	18.00	Cords	\$	13.05 / Cord
Sugar Maple	214.00	Cords	\$	13.05 / Cord

<sup>\*</sup> The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$372.00 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 03/15/2018.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Sugar Maple	Sawtimber	13.2	MBF	29.4	\$4,634.70
	Basswood	Pulpwood	3.0	Cords		
	Red Maple		3.0	Cords		
	Sugar Maple		136.0	Cords		
2	Red Maple	Sawtimber	0.8	MBF	30.6	\$2,796.10
	Sugar Maple		5.9	MBF		
	Black Cherry	Pulpwood	21.0	Cords		
	Red Maple		15.0	Cords		
	Sugar Maple		78.0	Cords		
		TOTAL:	19.9	MBF		
		TOTAL:	256.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Ladoga/Paulson MWR Sale Number: 32-008-17 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior canopy gaps are marked with yellow paint, designating patch cuts. The perimeter trees of the gaps are painted with yellow "V's" and are not to be cut. 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 and 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all trees that are two (2) inches or more at DBH within the designated patch-cut/gap areas (bounded by yellow painted "V's"). Yellow painted boundary trees are not to be harvested. Exception: do not cut any white pine.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (5/14)

Payment Units 1 and 2 must be chip harvested to facilitate follow-up scarification. If market conditions limit the practicality of chipping, and with Unit Manager approval, the producer may skid all remaining topwood out of these patch cut areas and scatter in locations approved by the sale administrator. 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. Chipping or slash removal must be completed by March 15th 2018. If the deadline is not met, damages will be collected at a rate determined by the cost for the department to hire a contractor to complete this specification. 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 Units 1 and 2 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 2.2.8 - Utilization and removal (5/14)

Payment Units 1 and 2 are part of a research project. All slash and all forest products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the patch cut areas. The slash must be chipped unless another option is negotiated with the Unit Manager or their representative to reduce, eliminate, and/or disperse the slash into the surrounding area. Chipping or slash removal must be completed by March 15th 2018. 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

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

The access road will require the installation of a culvert as shown on the Timber Sale Map for cross drainage and must be installed prior to hauling. The culvert shall be new, corrugated metal. The culvert will be a minimum of 12 inches in diameter and 24 feet in length and shall be removed after the sale is completed. A DEQ permit is required and must be obtained by the Purchaser.

#### 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 obliterating the road, rendering it impassible to ORV and vehicle traffic. Contact the sale administrator for specific details of design and placement.

#### 4.4 - Access

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

Permission for access across private land (Weyerhauser), is the responsibility of the Purchaser.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to discuss the logging plan, landings and research requirements. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.2 - 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) 1 and 2, payments must be completed and operations must begin by February 1st 2018. This restriction is due to the necessity of assuring that all operations are on schedule for timely completion of the research project.

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

Within Payment Unit(s) 1 and 2, and unless changed by written agreement, cutting and skidding is limited to the period from August 15th 2017 to March 15th 2018. This restriction is to meet the requirements of a silviculture research project.

#### 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.

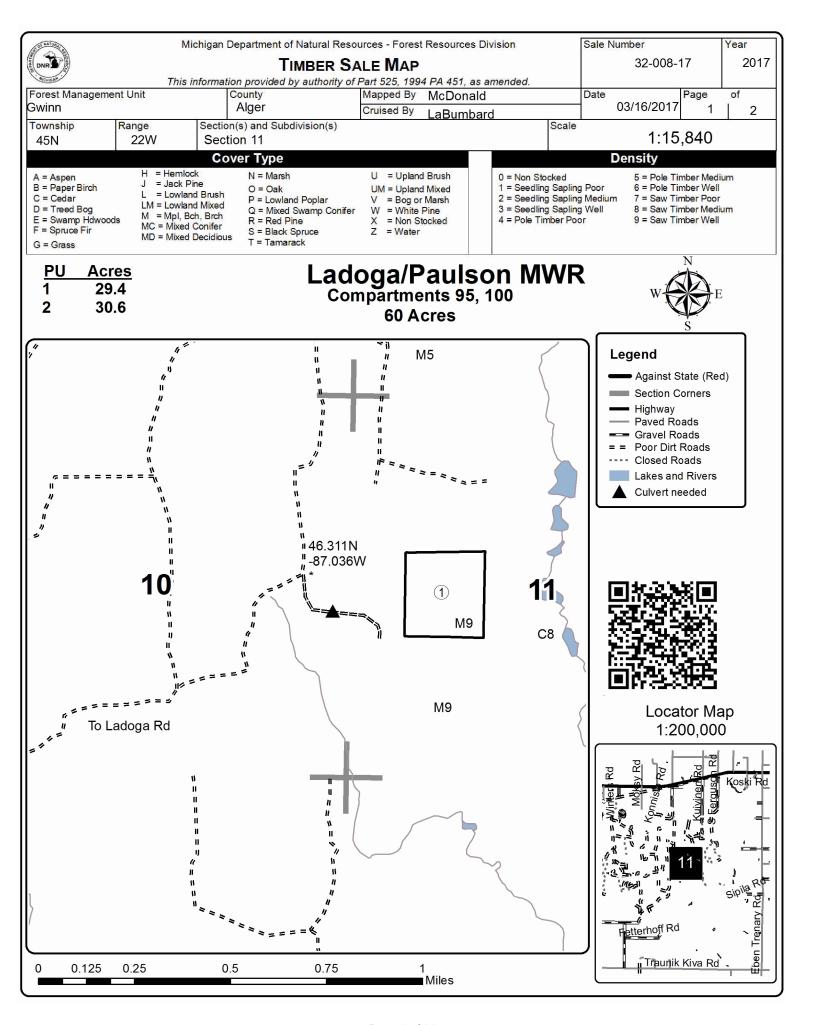
#### 7.3 - Contract Modifications

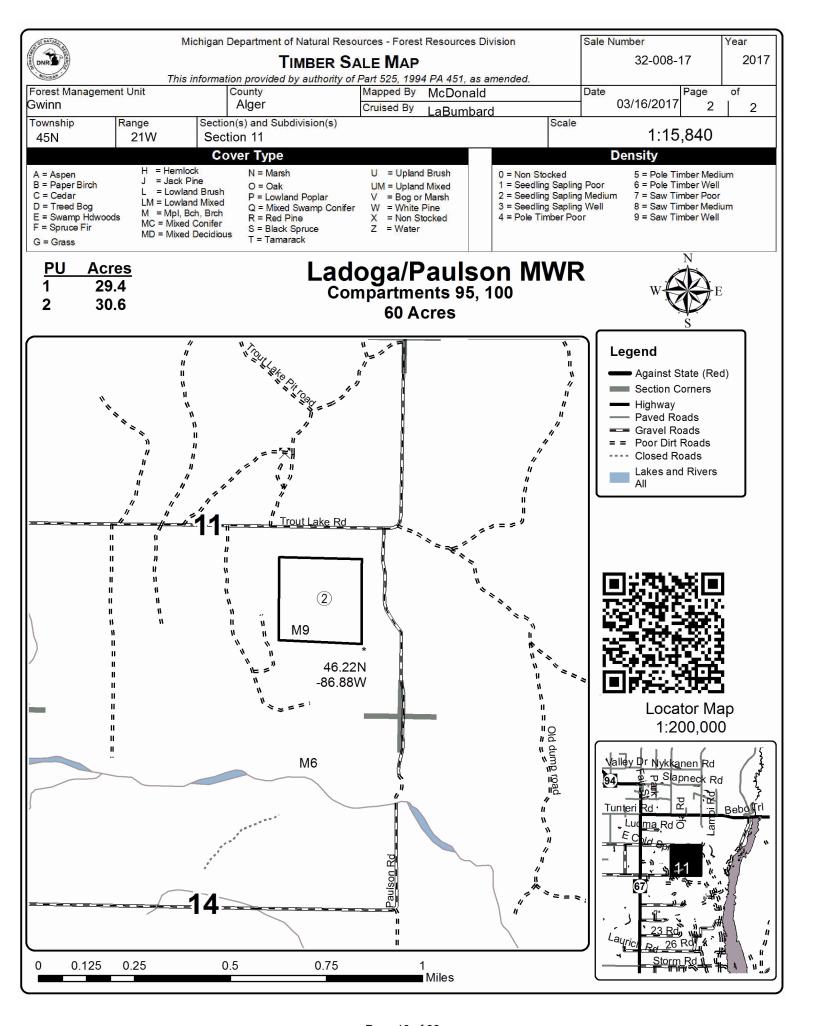
#### 7.3.1 - Emerald Ash Borer

#### 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 4/18/2017 9:45:46AM





#### TIMBER SALE INFORMATION

#### Chain-o-Lakes MWR (32-009-17)

Marquette County (Advertised Price \$18,654.90)

SALE NOTE: This sale is part of a large research project and as a result has specific harvesting requirements. Onsite review prior to bidding is highly recommended. Operations will be limited to a period from August 15th, 2017 to March 15th, 2018. No extensions will be allowed on this sale. However, with stipulations (see spec 7.2.7), a free 1 year extension can be applied to another State Forest Timber Sale Contract.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Red Maple	2.10	MBF	\$	90.00 / MBF
Sugar Maple	44.20	MBF	\$	264.00 / MBF
Pulpwood				
Red Maple	87.00	Cords	\$	16.30 / Cord
Sugar Maple	330.00	Cords	\$	16.30 / Cord

<sup>\*</sup> The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$933.00 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 remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/15/2018.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	2.1	MBF	27.8	\$18,654.90
	Sugar Maple		44.2	MBF		
	Red Maple	Pulpwood	87.0	Cords		
	Sugar Maple		330.0	Cords		
TOTAL:		46.3	MBF			
		TOTAL:	417.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Chain-o-Lakes MWR Sale Number: 32-009-17 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

#### 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 hemlock, white pine and trees marked with green paint above and below stump height.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (5/14)

Payment Unit 1 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. If market conditions limit the practicality of chipping, the producer may skid all remaining topwood out of these payment units and scatter in locations approved by the sale administrator. Chipping or slash removal must be completed by March 15 2018. If the deadline is not met, damages will be collected at a rate determined by the cost for the Department to hire a contractor to complete this specification.

#### 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit 1 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 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.

#### 2.2.8 - Utilization and removal (5/14)

Within Payment Unit 1, all products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. This slash must be chipped unless another option is negotiated with the unit manager or there 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

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted for the sale. All operations are limited to existing roads. Skid trails only will be allowed.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to discuss the logging plan, landings and research requirements. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5 2 1 - Slash

#### 5.2.1.14 - 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) 1, unless changed by written agreement, cutting and skidding is limited to the period from August 15th 2017 to March 15th 2018. Payments must be completed and operations must begin no later than February 1st 2018. This restriction is due to the necessity of assuring that all operations are on schedule for timely completion of the research project.

#### 5.2.32 - Decking/landing restoration (9/13)

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

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

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

#### 5.4 - Soil Protection

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

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

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

No harvesting operations, including skidding and felling, are to take place within the sink hole area shown on the Timber Sale Map. The area is located within Payment Unit 1 and has been painted out of the sale. The area is easily identifiable on the ground and inoperable for any equipment. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

#### 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.

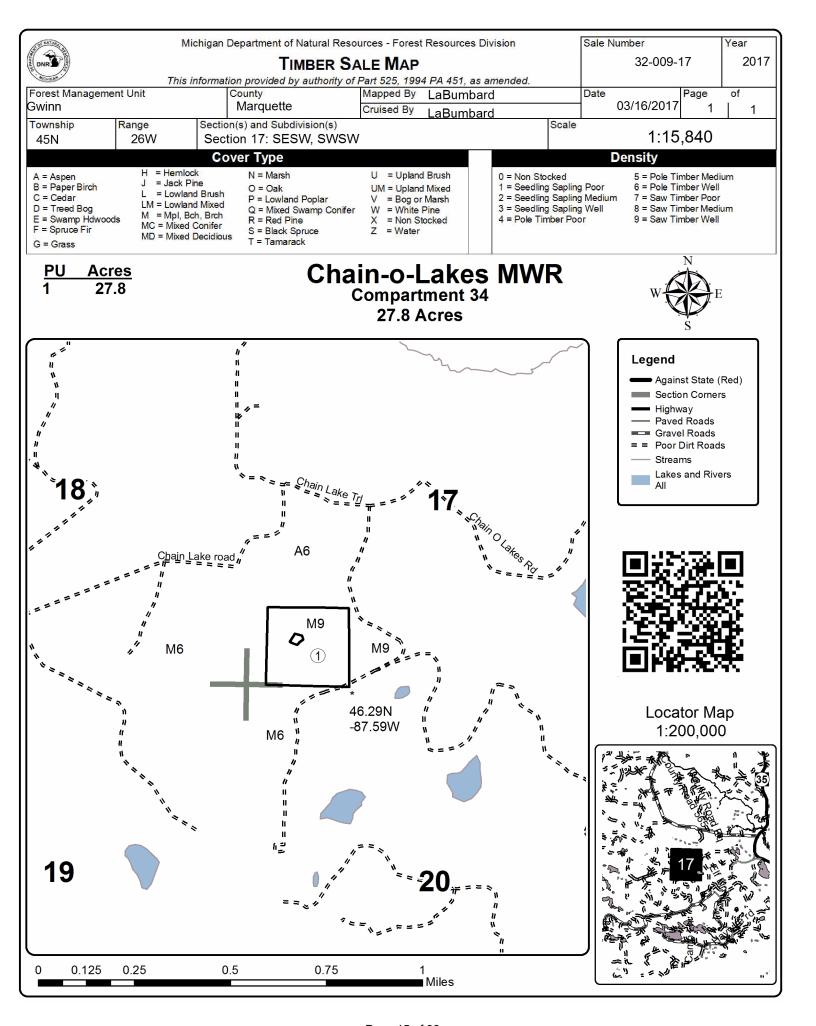
#### 7.3 - Contract Modifications

#### 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 5/5/2017 11:23:41AM



Page 16 of 36
---------------

#### TIMBER SALE INFORMATION

#### Sheen Creek MWR (32-012-17)

Marquette County (Advertised Price \$46,946.00)

SALE NOTE: This sale is part of a large research project and as a result has specific harvesting requirements. Onsite review prior to bidding is highly recommended. Operations will be limited to a period from August 15th, 2017 to March 15th, 2018. No extensions will be allowed on this sale. However, with stipulations (see spec 7.2.7), a free 1 year extension can be applied to another State Forest Timber Sale Contract.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRI	
Sawtimber				
Basswood	1.00	MBF	\$	104.00 / MBF
Black Cherry	24.10	MBF	\$	92.00 / MBF
Red Maple	15.20	MBF	\$	81.00 / MBF
Red Oak	0.90	MBF	\$	161.00 / MBF
Sugar Maple	107.10	MBF	\$	239.00 / MBF
Pulpwood				
Balsam Fir	17.00	Cords	\$	25.40 / Cord
Mixed Hardwood	1,149.00	Cords	\$	14.75 / Cord
White Spruce	15.00	Cords	\$	18.15 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.50 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 \$2,347.00 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 03/15/2018.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	22.4	MBF	29.2	\$13,855.00
	Red Maple		1.2	MBF		
	Red Oak		0.9	MBF		
	Sugar Maple		33.4	MBF		
	Mixed Hardwood	Pulpwood	242.0	Cords		
	Black Cherry		78.0	Cords		
	Red Maple		28.0	Cords		
	Red Oak		1.0	Cords		
	Sugar Maple		125.0	Cords		
	Yellow Birch		10.0	Cords		
2	Basswood	Sawtimber	1.0	MBF	30.8	\$33,091.00
	Black Cherry		1.7	MBF		
	Red Maple		14.0	MBF		
	Sugar Maple		73.7	MBF		
	Balsam Fir	Pulpwood	17.0	Cords		
	Mixed Hardwood		907.0	Cords		
	American Elm		20.0	Cords		
	Basswood		9.0	Cords		
	Black Cherry		13.0	Cords		
	Ironwood		7.0	Cords		
	Quaking Aspen		8.0	Cords		
	Red Maple		173.0	Cords		
	Sugar Maple		648.0	Cords		
	Yellow Birch		29.0	Cords		
	White Spruce		15.0	Cords		
		TOTAL:	148.3	MBF		
		TOTAL:	1,181.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Sheen Creek MWR Sale Number: 32-012-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. In Payment Unit 1, interior sale boundaries are marked with yellow paint in a "V" pattern, designating patch cuts. The painted boundary trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH within designated patch-cut areas (bounded by yellow paint). Yellow painted boundary trees are not to be harvested. The total area of the patch cuts is 12.5 acres with patches ranging from 1/3 acre to 1 acre. Twenty patch cut areas are located within the 30 acre treatment area. No trees will be harvested outside of the designated patch cut areas.

#### 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 hemlock, cedar, and trees marked with green paint above and below stump height.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (5/14)

Payment Units 1 and 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. If market conditions limit the practicality of chipping, the producer may skid all remaining topwood out of these payment units and scatter in locations approved by the sale administrator. In Payment Unit 1, slash needs to be removed from the yellow painted patch cut areas. In Payment Unit 2, the slash needs to be removed from the entire Payment Unit. Chipping or slash removal must be completed by March 15, 2018. If the deadline is not met, damages will be collected at a rate determined by the cost for the Department to hire a contractor to complete this specification.

#### 2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 1 and 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.

#### 2.2.4 - 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.

#### 2.2.8 - Utilization and removal (5/14)

Payment Units 1 and 2 are part of a large research project. All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must be removed from the sale area. In addition, within Payment Units 1 and 2, all slash must be removed from the sale area as specified in spec 2.2.2. 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. Chipping or slash removal must be completed by March 15th, 2018. 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

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

The creek crossing will require the installation of a 25'-30' portable bridge. A temporary bridge may be available; please contact the Gwinn Office for more information (906) 346-9201. This installation will be performed in accordance with the specifications on the appropriate DEQ permit. The permit will be provided by the DNR.

#### 4.1.6 - Road construction (1/09)

Construction of new access route 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 chipped, utilized or otherwise removed from the harvest areas. 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 access routes built into the sale must be obliterated and blocked to all 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, and removal of temporary water crossings. These roads must be rendered impassable to cars, trucks, and ATVs. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to discuss the logging plan, access route layout, landings and research requirements. The sale administrator must be contacted at least 10 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.14 - 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) 1 and 2, unless changed by written agreement, cutting and skidding is limited to the period from August 15th 2017 to March 15th 2018. Payments must be completed and operations must begin no later than February 1st 2018. This restriction is due to the necessity of assuring that all operations are on schedule for timely completion of the research project.

#### 5.2.17 - Crane Mats/Timber Mats (10/14)

Some roads or skid trails may require extra protection such as that afforded by Crane Mats/Timber Mats. Approximately 100 feet of Crane Mats/Timber Mats or something similar must be used on the proposed access route to Payment Unit 2. The

location where the mats are needed is indicated on the Timber Sale Map. If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$125.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

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

Within Payment Unit(s) 1 and 2, landing areas are required to be outside of the sale boundary. This restriction is due to the research nature of this project.

#### 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.

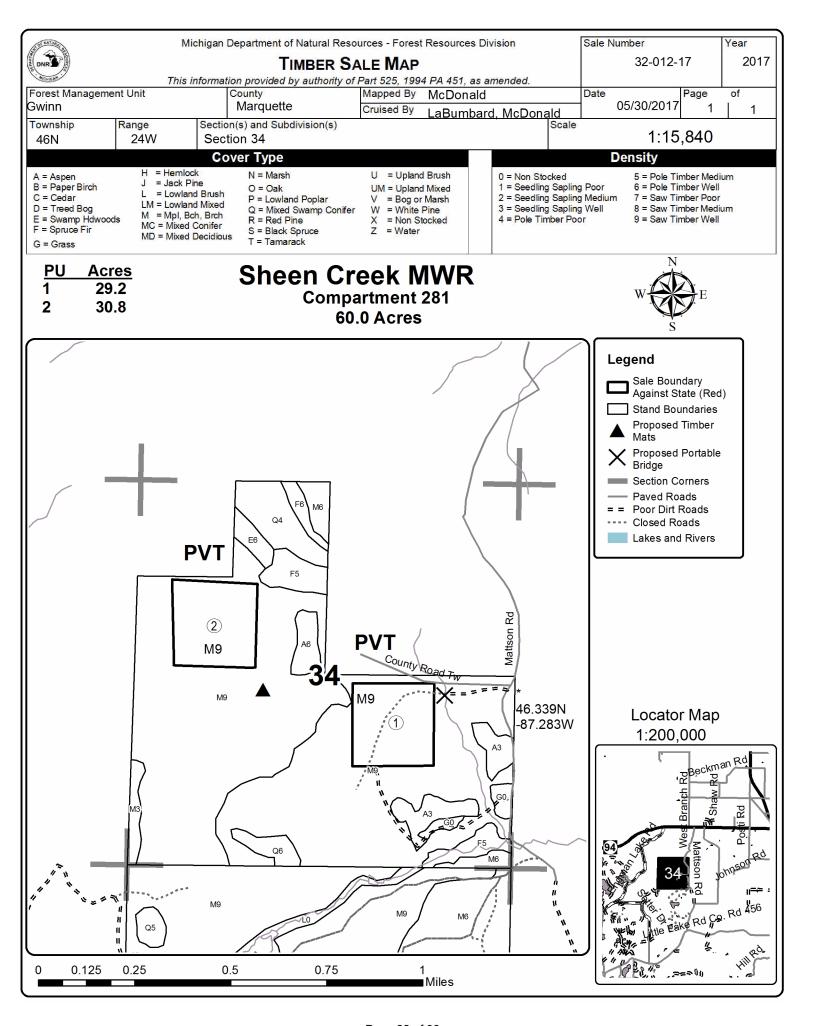
#### 7.3 - Contract Modifications

#### 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 6/19/2017 10:30:28AM



#### TIMBER SALE INFORMATION

Trout Paulson Mix SBW (32-028-16)

Alger County (Advertised Price \$32,104.65)

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</b>	UNITS*	ADVERTISED PRICE	
Pulpwood				
Balsam Fir	177.00	Cords	\$	42.10 / Cord
Black Cherry	80.00	Cords	\$	24.50 / Cord
Quaking Aspen	308.00	Cords	\$	32.75 / Cord
Red Maple	437.00	Cords	\$	24.50 / Cord
White Spruce	63.00	Cords	\$	30.15 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.11 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 \$1,605.00 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 11/30/2019.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	50.0	Cords	24.5	\$11,506.05
	Black Cherry		34.0	Cords		
	Quaking Aspen		99.0	Cords		
	Red Maple		178.0	Cords		
	White Spruce		32.0	Cords		
2	Balsam Fir	Pulpwood	127.0	Cords	31.0	\$20,598.60
	Black Cherry		46.0	Cords		
	Quaking Aspen		209.0	Cords		
	Red Maple		259.0	Cords		
	White Spruce		31.0	Cords		
		TOTAL:	1,065.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Trout Paulson Mix SBW Sale Number: 32-028-16 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue 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 double red paint marks. The painted boundary line trees are not Included Timber and are to be protected.

#### 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 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except do not cut any trees marked with yellow paint. In addition, do not cut any white pine, red pine, cedar, hemlock, elm, yellow birch, and white birch.

#### 2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 50 feet of the cleared portion of Paulson Road. These trees must be scattered back into the sale area.

#### 2.2 - Utilization

#### 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 and 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 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. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

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

The following road work is required: 100 cubic yards of pit run gravel will be loaded, transported, spread, and leveled at

specific points along forest roads. This fill is not to be placed on any county roads, including the south portion of Paulson Road which is in very poor condition. Free fill is available at a gravel pit located on adjacent State-owned lands.

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

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

#### 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 and wet weather conditions.

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

#### 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

#### 4.4.4 - Restricted access (10/05)

Access to the sale via south Paulson Road is severely limited by a 3 ton total weight limit county bridge. Absolutely no logging equipment, logging trucks, or other equipment larger than a conventional pick-up are allowed to cross this bridge. The seasonal portion of Paulson Road to the north of the bridge is in very rough, unimproved condition. Any improvements must be approved by the Alger County Road Commission. No state fill or gravel may be used on any portion of a county road.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing locations, road locations, and road improvement locations. The Unit Manager or his/her representative must be contacted at least 3 business 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 3 business days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.2 - 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.

#### 5.2.32 - 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.

#### 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 Paulson Road, Trout Lake Road, and utilized forest roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.6 - Forest health extension (6/13)

This sale contains trees susceptible to spruce budworm. It is considered at high risk for mortality and/or loss of timber value. 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 forest health 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)

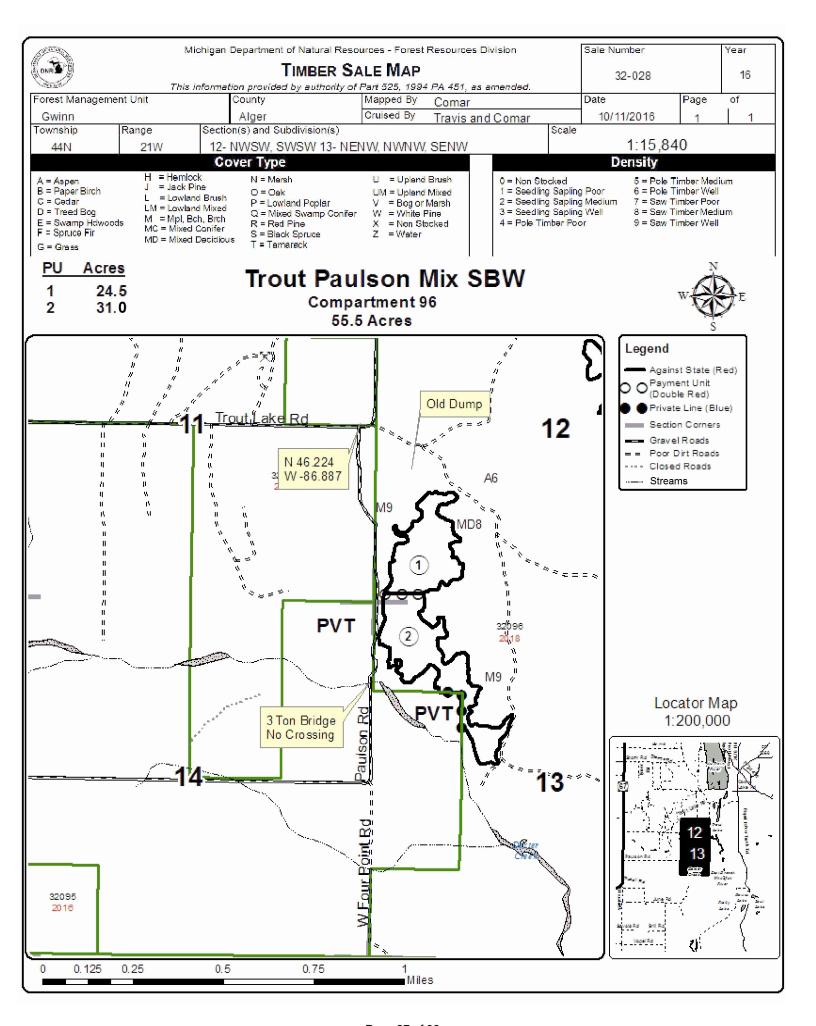
There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine 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 and over-maturity. 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 6/19/2017 4:09:29PM



Page 28 of 36	
---------------	--

FEDERAL ID:

#### **BID**

**GWINN MANAGEMENT UNIT GWINN OFFICE** 

## Trout Paulson Mix SBW (32-028-16)

; Alger COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 10, 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	<b>ESTIMATED</b>	VOLUME*	AD\	<u>/ERTISED PRICE</u>	BID PRICE
Pulpwood					
Balsam Fir	177.00	Cords	\$	42.10/Cord	\$
Black Cherry	80.00	Cords	\$	24.50/Cord	\$
Quaking Aspen	308.00	Cords	\$	32.75/Cord	\$
Red Maple	437.00	Cords	\$	24.50/Cord	\$
White Spruce	63.00	Cords	\$	30.15/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.11 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 SEC	URITY NUMBER:				
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
Individual	ndividual or company representative's signature: Date:						
Phone nu	ımher :	Email (	(ontional):				

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



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

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

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

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

1. My business is organized as (you **must** check one of the boxes below):

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

	A.  Sole Proprietorship (individual)		
	B. Partnership		
	C. Corporation		
	C. Corporation		
2.	. You <b>must</b> check <u>one</u> of the boxes below:		
	<ul> <li>A.          I certify my business is a sole proprietorship and i Worker's Compensation Laws.     </li> </ul>	it has no employ	vees but the sole proprietor. I am not subject to the
		copy of the Noti	Compensation Act through the use of an approved Notice of ice of Exclusion within 21 days of the contract award. (For ompensation Bureau at 517-322-1195).
	<ul> <li>C.          I certify my business has a Worker's Compensation         one (21) days of the contract award.     </li> </ul>	on Policy. I will	provide an original Certificate of Insurance within twenty-
3.	. If you have checked item 2(A) or 2(B), you <b>must</b> than yourself, including family members and active		number of <b>both</b> full-time and part-time employees, other one, you must enter "0").
	Full-time Employees		Part-time Employees
Nan	ame of Business	Federa	al ID (or) Social Security No.
Add	ddress	Teleph	none
		(	)
City	ty State	ZIP	
	hereby certify that the above information is true and c factors affecting my coverage during any of my preso		e to notify the Michigan DNR of any changes that occur operations.
_	Signature of Owner or Authorized Representative		
٦	Title		Date

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

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

FEDERAL ID:

#### **BID**

**GWINN MANAGEMENT UNIT GWINN OFFICE** 

#### Chain-o-Lakes MWR (32-009-17) ; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 10, 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.

ESTIMATED VOLUME* ADVE		VERTISED PRICE	BID	<b>PRICE</b>	
2.10	MBF	\$	90.00/MBF	\$	
44.20	MBF	\$	264.00/MBF	\$	
87.00	Cords	\$	16.30/Cord	\$	
330.00	Cords	\$	16.30/Cord	\$	
	2.10 44.20 87.00	2.10 MBF 44.20 MBF 87.00 Cords	2.10 MBF \$ 44.20 MBF \$ 87.00 Cords \$	2.10 MBF \$ 90.00/MBF 44.20 MBF \$ 264.00/MBF 87.00 Cords \$ 16.30/Cord	2.10 MBF \$ 90.00/MBF \$ 44.20 MBF \$ 264.00/MBF \$ \$ 87.00 Cords \$ 16.30/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 SOCIAL SEC	URITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:			-	
	City:	State:	_ Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	M YOUR PROSPECTUS IN	THE ABOVE BOX.	
Individual	dual or company representative's signature: Date:				
Phone nu	ımber ·	Fmail (	(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

<sup>\*</sup>These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



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

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

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

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

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.	
VE	VERIFICATION OF WORKER'S DISABILITY COMPENSATION	ACT COMPLIANCE
•	<ul> <li>This verification must be completed and submitted within 21 da sale contract.</li> </ul>	ays of contract award and prior to the issuance of the timber
•	<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exc twenty-one (21) days of the contract award and prior to the issu</li> </ul>	
•	<ul> <li>All Information must be typed or printed except for written signs</li> </ul>	atures.
Ple	Please Check Appropriate Categories:	
1.	<ol> <li>My business is organized as (you must check <u>one</u> of the boxed.</li> <li>Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>	es below):
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  ☐ I certify my business is a sole proprietorship and it has no empty Worker's Compensation Laws.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker' Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the N questions or a copy of the BWC-337, please call the Worker's</li> <li>C. ☐ I certify my business has a Worker's Compensation Policy. I vone (21) days of the contract award.</li> </ul>	s Compensation Act through the use of an approved Notice of Notice of Exclusion within 21 days of the contract award. (For Compensation Bureau at 517-322-1195).
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate th than yourself, including family members and active partners (i</li> <li>Full-time Employees</li> </ol>	
Nam	lame of Business Fed	deral ID (or) Social Security No.
	(	ephone )
City	City State ZIF	
	hereby certify that the above information is true and correct. I ag	

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

Date

#### BID

**GWINN MANAGEMENT UNIT GWINN OFFICE** 

#### Sheen Creek MWR (32-012-17) ; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 10, 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	ESTIMATED VOLUME*	ADVERTISED PRICE	BID PRICE
Sawtimber			
Basswood	1.00 MBF	\$ 104.00/MBF	\$
Black Cherry	24.10 MBF	\$ 92.00/MBF	\$
Red Maple	15.20 MBF	\$ 81.00/MBF	\$
Red Oak	0.90 MBF	\$ 161.00/MBF	\$
Sugar Maple	107.10 MBF	\$ 239.00/MBF	\$
Pulpwood			
Balsam Fir	17.00 Cords	\$ 25.40/Cord	\$
Mixed Hardwood	1,149.00 Cords	\$ 14.75/Cord	\$
White Spruce	15.00 Cords	\$ 18.15/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 16.50 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	RITY NUMBER:			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILA	IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	ndividual or company representative's signature: Date:					
Phone nu	mber:	Email (o	ptional):			

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.

•	<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exclus twenty-one (21) days of the contract award and prior to the issuance</li> </ul>	
•	All Information must be typed or printed except for written signature	res.
Ple	Please Check Appropriate Categories:	
1.	<ol> <li>My business is organized as (you must check <u>one</u> of the boxes A.            Sole Proprietorship (individual)</li></ol>	below):
2.	<ol> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employ Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's C Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Noti questions or a copy of the BWC-337, please call the Worker's Co.</li> </ol>	ompensation Act through the use of an approved Notice of ce of Exclusion within 21 days of the contract award. (For
	C.   I certify my business has a Worker's Compensation Policy. I will pone (21) days of the contract award.	provide an original Certificate of Insurance within twenty-
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the nathan yourself, including family members and active partners (if not partners). Full-time Employees	
Nan	Name of Business Federa	II ID (or) Social Security No.
Add	Address Teleph	one )
City	City State ZIP	
n f	I hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future  Signature of Owner or Authorized Representative	
7	Title	Date

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

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

EEDEDAI ID:

#### **BID**

GWINN MANAGEMENT UNIT GWINN OFFICE

## Ladoga/Paulson MWR (32-008-17)

; Alger COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 10, 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	ESTIMATED VOLUME*	ADVERTISED PRICE	BID PRICE
Sawtimber			
Red Maple	0.80 MBF	\$ 72.00/MBF	\$
Sugar Maple	19.10 MBF	\$ 212.00/MBF	\$
Pulpwood			
Basswood	3.00 Cords	\$ 7.45/Cord	\$
Black Cherry	21.00 Cords	\$ 13.05/Cord	\$
Red Maple	18.00 Cords	\$ 13.05/Cord	\$
Sugar Maple	214.00 Cords	\$ 13.05/Cord	\$
Sugar Maple	214.00 Cords	\$ 13.05/Cord	\$

\*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.

		0,0000,0	L OLOGICITI NOMBLIC		
	Company or individual bidding:				
	Company representative's name:_				
	Address:			<u></u>	
	City:	_ State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PERS	ONALIZED LABEL	FROM YOUR PROSPEC	TUS IN THE ABOVE BOX.	
Individual	l or company representative's signat	ure:		Date:	
Phone nu	ımber :	ı	Fmail (optional):		

OF 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)		
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.

•	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.		
•			
PΙε	lease 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	the boxes below):	
2.	. You <b>must</b> check <u>one</u> of the boxes below:		
	<ul> <li>A.          I certify my business is a sole proprietorship and it has Worker's Compensation Laws.     </li> </ul>	s no employees but the sole proprietor. I am not subject to the	
		Worker's Compensation Act through the use of an approved Notice of y of the Notice of Exclusion within 21 days of the contract award. (For Worker's Compensation Bureau at 517-322-1195).	
	C.   I certify my business has a Worker's Compensation Peone (21) days of the contract award.	olicy. I will provide an original Certificate of Insurance within twenty-	
3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time em than yourself, including family members and active partners (if none, you must enter "0").			
	Full-time Employees	Part-time Employees	
Nan	ame of Business	Federal ID (or) Social Security No.	
Address		Telephone ( )	
City		ZIP	
in f	nereby certify that the above information is true and correfactors affecting my coverage during any of my present a Signature of Owner or Authorized Representative	ect. I agree to notify the Michigan DNR of any changes that occur and future operations.	
_			
	Title	Date	

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

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