

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #5862**

SCHEDULED SALE DATE AND TIME: 8:30 a.m. (local time) on March 1, 2017. LOCATION: CRYSTAL FALLS MGT UNIT, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920.

PROSPECTUS NOTE: \*\*\*PLEASE NOTE - BID OPENINGS ARE NOW HELD AT 8:30 A.M. (LOCAL TIME)\*\*\*

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

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

#### Sugar Shack Contract (12-007-16)

Dickinson County, Advertised Price \$188,835.80, 321.3 Acres, Hardwood, Sugar Maple.

SALE NOTE: Access to Units 8 & 9 will be through private; permission is responsibility of the purchaser. No operations will be permitted in Units 3, 10 & 11 from April 1 to July 30. Culvert installation with ditching will be required approximately 1.3 miles east of CR 581 on Skunk Creek Rd; culverts will be provided by DNR. See sale map for location.

Access may be through private land.

## Hardwood Hideout (12-008-16)

Dickinson County, Advertised Price \$20,207.10, 41.9 Acres, Hardwood, Sugar Maple.

SALE NOTE: Access is through private; no new roads will be permitted. Access permission is responsibility of the purchaser.

Access may be through private land.

## SOGGY TRAIL (12-075-15) / T42N, R35W, SEC. 34, NESE.

Iron County, Advertised Price \$3,171.00, 11.0 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: 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, CRYSTAL FALLS OFFICE, 1420 US-2 WEST, CRYSTAL FALLS, MI 49920, no later than 8:30 a.m. (local time) on March 1, 2017. For further information concerning this sale, contact Dan McNamee at 906-875-6622 extension 105.

#### 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

## Sugar Shack Contract (12-007-16)

Dickinson County (Advertised Price \$188,835.80)

SALE NOTE: Access to Units 8 & 9 will be through private; permission is responsibility of the purchaser. No operations will be permitted in Units 3, 10 & 11 from April 1 to July 30. Culvert installation with ditching will be required approximately 1.3 miles east of CR 581 on Skunk Creek Rd; culverts will be provided by DNR. See sale map for location.

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	<b>ESTIMATE</b>	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	208.40	MBF	\$	85.00 / MBF
Red Maple	12.90	MBF	\$	177.00 / MBF
Sugar Maple	256.50	MBF	\$	450.00 / MBF
White Ash	6.40	MBF	\$	40.00 / MBF
Pulpwood				
Balsam Fir	92.00	Cords	\$	11.85 / Cord
Basswood	328.00	Cords	\$	10.45 / Cord
Mixed Hardwood	1,873.00	Cords	\$	22.40 / Cord
Quaking Aspen	197.00	Cords	\$	27.70 / Cord
White Spruce	62.00	Cords	\$	19.80 / 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 \$15,107.00 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	13.5	MBF	26.2	\$17,510.60
	Red Maple		3.5	MBF		
	Sugar Maple		28.1	MBF		
	Basswood	Pulpwood	20.0	Cords		
	Mixed Hardwood		129.0	Cords		
2	Basswood	Sawtimber	14.9	MBF	34.1	\$19,812.25
	Red Maple		0.3	MBF		
	Sugar Maple		31.0	MBF		
	Basswood	Pulpwood	21.0	Cords		
	Mixed Hardwood		193.0	Cords		
3	Basswood	Sawtimber	5.9	MBF	32.1	\$21,746.9
	Sugar Maple		36.5	MBF		
	Basswood	Pulpwood	9.0	Cords		
	Mixed Hardwood		211.0	Cords		
4	Basswood	Sawtimber	20.4	MBF	36.9	\$16,946.2
	Sugar Maple		25.5	MBF		
	White Ash		0.7	MBF		
	Basswood	Pulpwood	57.0	Cords		
	Mixed Hardwood		139.0	Cords		
5	Basswood	Sawtimber	45.6	MBF	34.9	\$30,866.5
	Red Maple		0.1	MBF		
	Sugar Maple		48.3	MBF		
	White Ash		0.1	MBF		
	Basswood	Pulpwood	85.0	Cords		
	Mixed Hardwood		194.0	Cords		
6	Basswood	Sawtimber	35.0	MBF	34.2	\$17,983.1
	Red Maple		4.6	MBF		
	Sugar Maple		19.2	MBF		
	White Ash		5.2	MBF		
	Basswood	Pulpwood	55.0	Cords		
	Mixed Hardwood		213.0	Cords		
7	Basswood	Sawtimber	33.0	MBF	18.5	\$7,623.6
	Red Maple		0.2	MBF		
	Sugar Maple		6.8	MBF		
	Basswood	Pulpwood	32.0	Cords		
	Mixed Hardwood		62.0	Cords		
8	Basswood	Sawtimber	25.2	MBF	35.5	\$18,140.8
	Sugar Maple		25.8	MBF		
	Basswood	Pulpwood	32.0	Cords		
	Mixed Hardwood		181.0	Cords		
9	Basswood	Sawtimber	14.9	MBF	27.5	\$17,670.1
	Sugar Maple		29.8	MBF		
	White Ash		0.4	MBF		
	Basswood	Pulpwood	17.0	Cords		
	Mixed Hardwood		125.0	Cords		
10	Red Maple	Sawtimber	2.6	MBF	25.5	\$13,206.3
	Sugar Maple		5.5	MBF		
	Balsam Fir	Pulpwood	38.0	Cords		
	Mixed Hardwood		281.0	Cords		
	Quaking Aspen		98.0	Cords		
	White Spruce		41.0	Cords		
11	Red Maple	Sawtimber	1.6	MBF	15.9	\$7,329.2
	Balsam Fir	Pulpwood	54.0	Cords		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Mixed Hardwood		145.0	Cords		
	Quaking Aspen		99.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
11 con't	White Spruce	Pulpwood	21.0	Cords		
		TOTAL:	484.2	MBF		
		TOTAL:	2,552.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Sugar Shack Contract Sale Number: 12-007-16 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 10A & 11, cut all trees which meet minimum piece specifications in 2.2 Utilization except pine and cedar. Within Payment Unit 10B; ONLY orange marked trees are to be harvested.

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

Within Payment Unit(s) 1-9, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 2.2.10 - No chipping tops and limbs (4/12)

Within Payment Unit(s) 1-9, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

## 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, or at a rate of \$15 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 Purchaser.

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

The Skunk Creek road will require the installation of culverts for cross drainage approximately 1.3 miles from CR 581. Location of these culvert(s) will be specified by the sale administrator and shall be installed prior to hauling. The DNR will provide these culverts as they will be permanent. Ditching and crowning will also be necessary at culvert sites.

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back

from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

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

#### 4.2 - Maintenance

## 4.2.1 - Hauling restriction (12/08)

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

#### 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.

#### 5 - Operations

#### 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.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 3, 10A, 10B & 11, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 1 - July 30. This restriction is to protect a raptor nest.

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

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

#### 5.2.32 - 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 must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

## 5.4 - Soil Protection

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

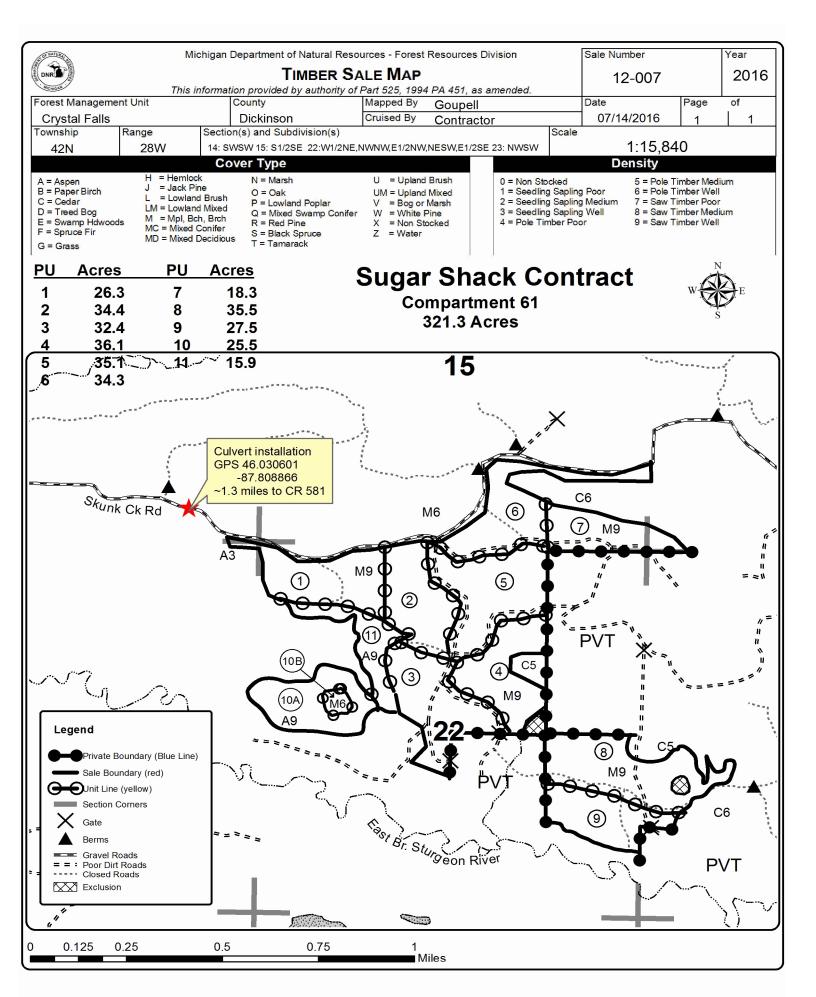
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

Section Name: Sale Specific Current as of 9/21/2016 9:35:17AM



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#### TIMBER SALE INFORMATION

#### Hardwood Hideout (12-008-16)

Dickinson County (Advertised Price \$20,207.10)

SALE NOTE: Access is through private; no new roads will be permitted. Access permission is responsibility of the purchaser.

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	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	2.00	MBF	\$	85.00 / MBF
Red Maple	9.90	MBF	\$	213.00 / MBF
Sugar Maple	18.40	MBF	\$	450.00 / MBF
Pulpwood				
Basswood	8.00	Cords	\$	10.45 / Cord
Mixed Hardwood	427.00	Cords	\$	22.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.81 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 \$1,617.00 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 06/30/2018.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	9.1	MBF	30.0	\$15,293.30
	Sugar Maple		13.5	MBF		
	Mixed Hardwood	Pulpwood	325.0	Cords		
2	Basswood	Sawtimber	2.0	MBF	11.9	\$4,913.80
	Red Maple		0.8	MBF		
	Sugar Maple		4.9	MBF		
	Basswood	Pulpwood	8.0	Cords		
	Mixed Hardwood		102.0	Cords		
		TOTAL:	30.3	MBF		
		TOTAL:	435.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Hardwood Hideout Sale Number: 12-008-16 Seg#: 2

#### 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 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 & 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

## 2.2.10 - No chipping tops and limbs (4/12)

Within Payment Unit(s) 1 & 2, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

## 3.4 - 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 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, or at a rate of \$25 per sawtimber tree and \$10 per pole sized tree, whichever is greater.

#### 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.

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

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

#### 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser.

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

#### 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.

#### 5.2.3 - Operating Restrictions

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

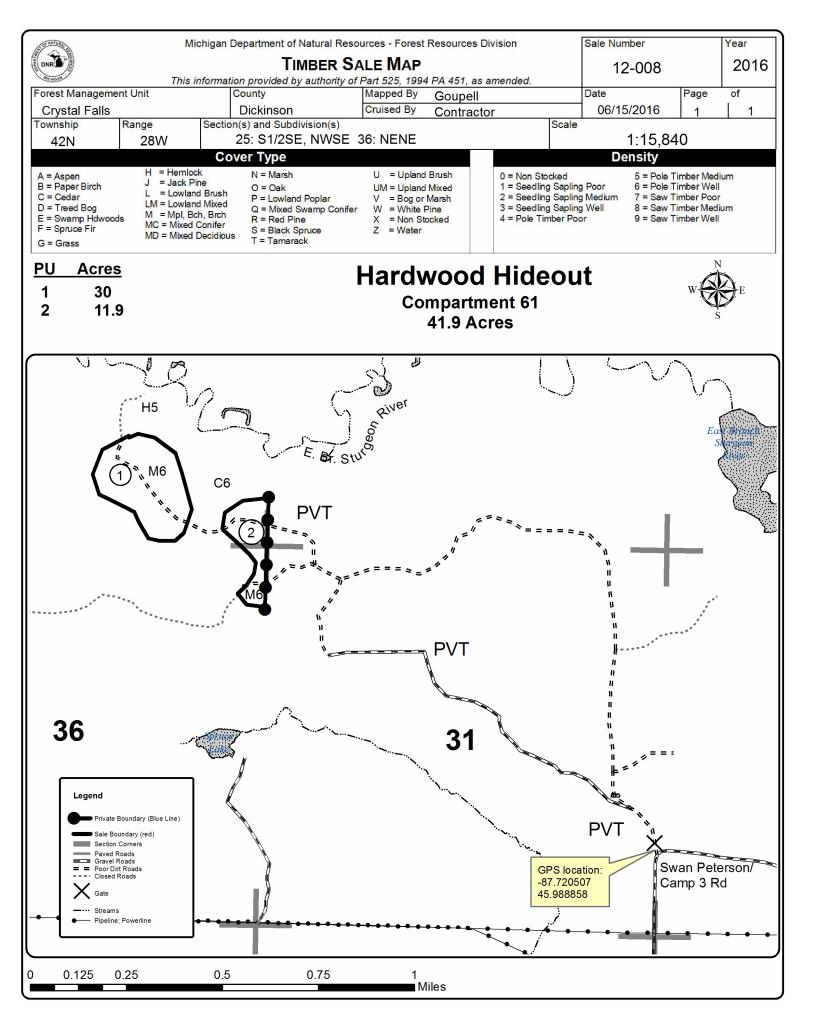
Within Payment Unit(s) 1 & 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

#### 5.4 - Soil Protection

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

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

Section Name: Sale Specific Current as of 9/2/2016 9:36:34AM



#### TIMBER SALE INFORMATION

## SOGGY TRAIL (12-075-15) T42N, R35W, SEC. 34. Iron County (Advertised Price \$3,171.00)

SALE NOTE: 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*	ADVE	ERTISED PRICE
Pulpwood			
Mixed Softwood	182.00 Cords	\$	14.20 / Cord
Quaking Aspen	28.00 Cords	\$	18.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$57.40:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Hardwood	4.00 Cords	\$	14.35 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 31.81 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 \$500.00 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 06/30/2018.

#### Sale Specific Conditions & Requirements

Sale Name: SOGGY TRAIL Sale Number: 12-075-15 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red 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.

#### 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 aspen and mixed hardwood trees that are two (2) inches or more at DBH except oak. Cut all spruce, balsam, tamarack and jack pine with one or more pulpwood sticks. No red or white pine, cedar, hemlock or oak will be cut.

#### 4 - Transportation

#### 4.2 - Maintenance

#### 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.

## 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. 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

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

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

## 5.2.1.8 - Slash height (12/08)

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

#### 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.

#### 5.2.22 - Operating Caution

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

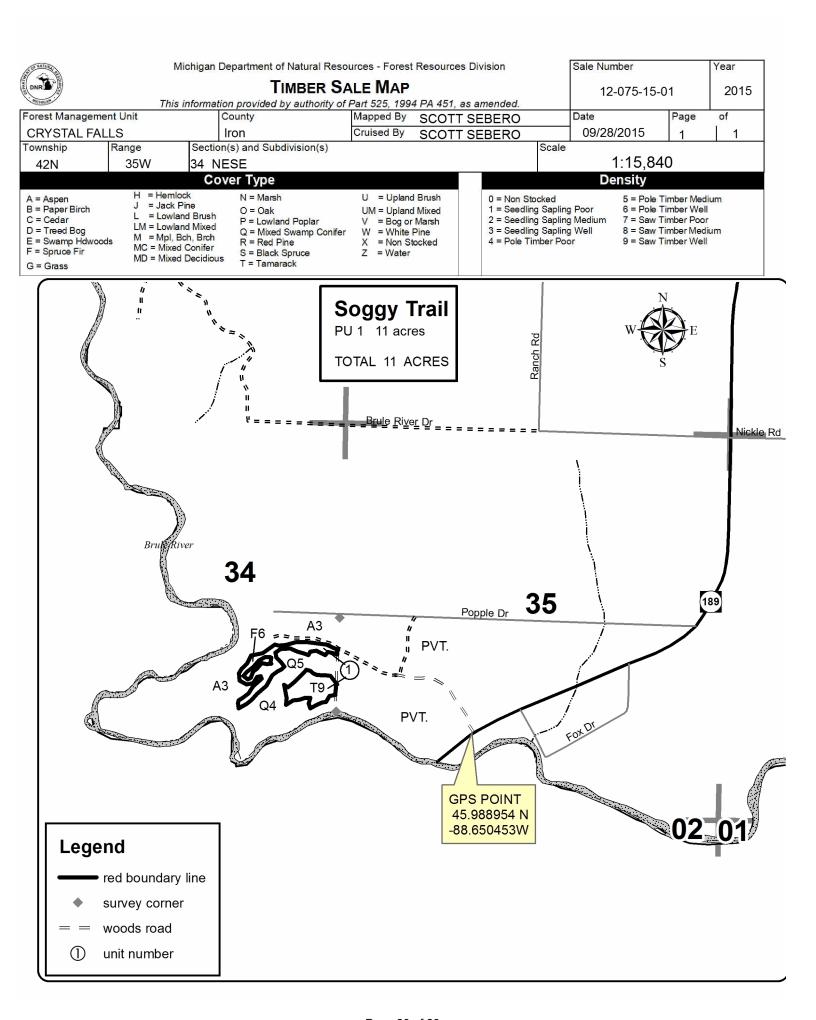
It is recommended, but not required, that within Payment Unit(s) 1, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet conditions in the access to the southern block of the Payment Unit.

#### 5.4 - Soil Protection

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

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

Section Name: Sale Specific Current as of 9/30/2015 7:57:59AM



EEDEDAI ID:

#### BID

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

## Sugar Shack Contract (12-007-16)

; Dickinson COUNTY

In response to the notice of sale to be held 8:30 a.m. (local time) on March 1, 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	<u>ESTIMATED \</u>	<u>/OLUME*</u>	<u>AD'</u>	<u>VERTISED PRICE</u>	BID PRICE
Sawtimber					
Basswood	208.40	MBF	\$	85.00/MBF	\$
Red Maple	12.90	MBF	\$	177.00/MBF	\$
Sugar Maple	256.50	MBF	\$	450.00/MBF	\$
White Ash	6.40	MBF	\$	40.00/MBF	\$
Pulpwood					
Balsam Fir	92.00	Cords	\$	11.85/Cord	\$
Basswood	328.00	Cords	\$	10.45/Cord	\$
Mixed Hardwood	1,873.00	Cords	\$	22.40/Cord	\$
Quaking Aspen	197.00	Cords	\$	27.70/Cord	\$
White Spruce	62.00	Cords	\$	19.80/Cord	\$
I					

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

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

	1 LDLIVAL ID	or 300/AL	SECONITI NOMBEN	·.——- <sup>-</sup> ———		
	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	lividual or company representative's signature: Date:					
Phone nu	Phone number : Email (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)			
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.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>					
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  Certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  Certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  Certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>					
0.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time Employees					
Nan	ame of Business	Federal ID (or) Social Security No.				
Add	Idress	Telephone ( )				
City	ty State	ZIP				
in f	nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and  Signature of Owner or Authorized Representative	I agree to notify the Michigan DNR of any changes that occur future operations.				
Ī	Title	Date				

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

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

#### **BID**

CRYSTAL FALLS MANAGEMENT UNIT
CRYSTAL FALLS OFFICE

## Hardwood Hideout (12-008-16) ; Dickinson COUNTY

In response to the notice of sale to be held 8:30 a.m. (local time) on March 1, 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	<u>ESTIMATED V</u>	<u>'OLUME*</u>	<u>AE</u>	VERTISED PRICE	BID	<b>PRICE</b>
Sawtimber						
Basswood	2.00	MBF	\$	85.00/MBF	\$	
Red Maple	9.90	MBF	\$	213.00/MBF	\$	
Sugar Maple	18.40	MBF	\$	450.00/MBF	\$	
Pulpwood						
Basswood	8.00 (	Cords	\$	10.45/Cord	\$	
Mixed Hardwood	427.00	Cords	\$	22.40/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 15.81 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:	
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	I YOUR PROSPECTUS IN 1	THE ABOVE BOX.
Individual	or company representative's signatu	ıre:		Date:
Phone nu	mber :	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



Title

#### 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 (Morker's Compensation) and

	Part 5 of Act 451 of 1994, as ame		iu .		
VE	RIFICATION OF WORKER'S DISABILITY C	OMPENSATI	ON ACT COMPLI	ANCE	
•	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 Exclusion or Certificate of Insurance must be submitted w twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.</li> </ul>					
•	All Information must be typed or printed exce	pt for written	signatures.		
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you must che	ck one of the	boxes below):		
	A. ☐ Sole Proprietorship (individual)				
	B.   Partnership				
	C. Corporation				
2.	You <b>must</b> check <u>one</u> of the boxes below:				
	A. \(\square\) I certify my business is a sole proprietorshi Worker's Compensation Laws.	ip and it has no	employees but the s	ole proprietor. I am not subject to the	
	B.  I certify my business has satisfied its o bligation (BWC-337, Rev. 5/96). I will proquestions or a copy of the BWC-337, please	ovide a copy of	the Notice of Exclusi	on within 21 days of the contract award. (For	
	C.  I certify my business has a Worker's Compone (21) days of the contract award.	ensation Policy	v. I will provide an or	iginal Certificate of Insurance within twenty-	
3.	If you have checked item 2(A) or 2(B), you than yourself, including family members and				
	Full-time Employ	/AAS		Part-time Employees	
	r un une Employ	,003		r art time Employees	
Nam	ne of Business		Federal ID (or) Socia	Security No.	
Add	ress		Telephone		
			( )		
City	State	е	ZIP		
	ereby certify that the above information is true actors affecting my coverage during any of my			e Michigan DNR of any changes that occur	
11 10	actors affecting my coverage during any or my	y present and	ruture operations.		
_					
S	Signature of Owner or Authorized Representative				

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

Date

#### BID

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

# SOGGY TRAIL (12-075-15) T42N\_R35W\_SEC\_34: Iron COUNT)

n response to the notice of sale to or the following forest products to orms may be rejected.	· ·	•		•	• •	
PRODUCTS & SPECIES Pulpwood	ESTIMATED V	OLUME*	<u>ADVERTISEI</u>	D PRICE	BID PRICE	
Mixed Softwood	182.00 C	Cords \$	14.20/0	Cord	\$	
Quaking Aspen	28.00	*	18.90/0		\$	
addition, the successful bidder	agrees to purchase th	e following species a	t the indicate	ed advertised	price for a total v	alue of \$57.40
RODUCTS & SPECIES	ESTIMATED V	OLUME*	ADVERTISE	D PRICE		
ulpwood Mixed Hardwood	4.00	Cords \$	14.35/0	ord		
Wilked Hardwood	4.00	501u3	14.00/0	Joiu		
inderstand that any or all bids r jected. I also understand that c	nay be rejected. All bio	ds must be signed ar ding a contract will b	d all bid item	ns must be bid	or the bid form	may be
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rinderstand that any or all bids rigected. I also understand that contract based upon equipmed  FEDERAL ID:  Company or individual Company representati	nay be rejected. All bid onsideration and award ent and staffing subject or bidding: or ve's name:	ds must be signed and ding a contract will be to my control.	d all bid item based upor	ns must be bid n my past perf	I or the bid form i ormance and ab	may be
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understand that any or all bids rejected. I also understand that contract based upon equipmed  FEDERAL ID: Company or individual Company representati Address:	nay be rejected. All bid onsideration and award ent and staffing subject or bidding: or ve's name:	ds must be signed and ding a contract will be to my control.	d all bid item based upor	ns must be bid n my past perf	I or the bid form i ormance and ab	may be
runderstand that any or all bids rejected. I also understand that company equipmed representations and the company or individual company representations.	nay be rejected. All bid onsideration and award ent and staffing subject or bidding: ve's name: State:_	ds must be signed and ding a contract will be to my control.  SOCIAL SECURITY	d all bid item based upor	ns must be bid n my past perf	or the bid form in ormance and ab	may be
Company or individual Company representati Address:	nay be rejected. All bid onsideration and award ent and staffing subject on bidding:  or bidding: State:  THE PERSONALIZED	ds must be signed and ding a contract will be to my control.  SOCIAL SECURITY  Zip  D LABEL FROM YOU	d all bid item based upor NUMBER:_	ns must be bid n my past perf	or the bid form in ormance and ab	may be ility to complete

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.					
PΙε	ase Check Appropriate Categories:					
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation					
2.	<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 employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> </ul>					
	C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time Employees					
Nan	e of Business Federal ID (or) Social Security No.					
Add	Telephone ( )					
City	State ZIP					
in f	ereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur actors affecting my coverage during any of my present and future operations.					
ξ	signature of Owner or Authorized Representative					
ī	itle Date					

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

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