

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #5848**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on May 22, 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:

## Renegade Aspen (32-032-16)

Marquette County, Advertised Price \$49,976.40, 82.6 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: Access for payment units 2 and 3 is from Weyerhaeuser land. Please note sale specific condition 5.2.3 Operating Restriction.

Access may be through private or other public land.

## Smile and a Towel Aspen (32-036-16)

Marquette County, Advertised Price \$15,829.70, 23.5 Acres, Aspen, Sugar Maple.

SALE NOTE: Note that access for this sale is from private property. Please note sale specs 4.4.1 and 4.4.3 related to this. This is a winter sale off of Schultz Road on the border of Dickinson and Marquette counties.

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, GWINN OFFICE, 410 WEST M-35, GWINN, MI 49841, no later than 3:00 p.m. (local time) on May 22, 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

## Renegade Aspen (32-032-16)

Marquette County (Advertised Price \$49,976.40)

SALE NOTE: Access for payment units 2 and 3 is from Weyerhaeuser land. Please note sale specific condition 5.2.3 Operating Restriction.

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	<b>ESTIMATE</b>	<b>ESTIMATED UNITS*</b>		ERTISED PRICE
Pulpwood				
Balsam Fir	77.00	Cords	\$	42.50 / Cord
Basswood	19.00	Cords	\$	15.00 / Cord
Black Spruce	27.00	Cords	\$	29.90 / Cord
Ironwood	1.00	Cords	\$	25.30 / Cord
Paper Birch	6.00	Cords	\$	31.50 / Cord
Quaking Aspen	1,368.00	Cords	\$	32.40 / Cord
Sugar Maple	32.00	Cords	\$	25.30 / Cord
Tamarack	6.00	Cords	\$	23.00 / Cord
White Ash	5.00	Cords	\$	25.30 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.72 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 \$2,499.00 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 05/31/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	23.0	Cords	20.6	\$11,121.90
	Black Spruce		1.0	Cords		
	Paper Birch		3.0	Cords		
	Quaking Aspen		305.0	Cords		
	Balsam Poplar		12.0	Cords		
	Quaking Aspen		293.0	Cords		
	Tamarack		6.0	Cords		
2	Balsam Fir	Pulpwood	24.0	Cords	27.1	\$16,971.20
	Basswood		8.0	Cords		
	Black Spruce		11.0	Cords		
	Paper Birch		1.0	Cords		
	Quaking Aspen		465.0	Cords		
	Quaking Aspen		465.0	Cords		
	Sugar Maple		14.0	Cords		
	White Ash		2.0	Cords		
	Black Ash		2.0	Cords		
3	Balsam Fir	Pulpwood	30.0	Cords	34.9	\$21,883.30
	Basswood		11.0	Cords		
	Black Spruce		15.0	Cords		
	Ironwood		1.0	Cords		
	Paper Birch		2.0	Cords		
	Quaking Aspen		598.0	Cords		
	Quaking Aspen		598.0	Cords		
	Sugar Maple		18.0	Cords		
	White Ash		3.0	Cords		
	Black Ash		2.0	Cords		
	White Ash		1.0	Cords		
			1,541.0			

## Sale Specific Conditions & Requirements

Sale Name: Renegade Aspen Sale Number: 32-032-16 Seq#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

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

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, and 3, cut all trees which meet minimum piece specifications in 2.2 Utilization except cedar, oak, white pine, red pine, yellow birch, and hemlock.

## 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.

## 4 - Transportation

#### 4.1 - Construction

## 4.1.3 - Slash and earthen piles (8/04)

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

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

No new roads will be permitted in any Payment Unit. Skid trails only will be allowed.

#### 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 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.

## 4.4 - Access

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

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

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

The access gate must be locked at the completion of each day.

## 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road 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.

#### 5.2.3 - Operating Restrictions

## 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 2, and 3, cutting, skidding, and hauling are limited to the period of 12/01 to 03/15. This restriction is because of wet conditions and proximity to deer yards.

## 5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

## 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 Ross Grade 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

#### 7.3 - 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 mortality, wind throw, and SBW. 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 4/27/2017 12:33:30PM

Mich	igan Department of Natural Reso	ources - Forest Resources Division	Sale Number	Year
DNR	TIMBER S	ALE MAP	32-032	16
		f Part 525, 1994 PA 451, as amended.		
Forest Management Unit	County	Mapped By Comar	Date Page	of
Gwinn	Marquette	Cruised By Name	09/27/2016 1	1
- DOMESTIC	Section(s) and Subdivision(s)	Sca		
43N 26W		NENW, NESE, SESE, SWSE	1:15,840	
A = Aspen B = Paper Birch C = Cedar D = Treed Bog E = Swamp Hdwoods F = Spruce Fir G = Grass  H = Hemlock J = Jack Pine L = Lowland I M = Mpl, Bch, MC = Mixed Co MD = Mixed De	Brush O = Oak  P = Lowland Poplar  Q = Mixed Swamp Conifer  R = Red Pine  nifer S = Black Spruce	U = Upland Brush UM = Upland Mixed V = Bog or Marsh r W = White Pine X = Non Stocked Z = Water  0 = Non Stocked 1 = Seedling Sag 2 = Seedling Sag 4 = Pole Timber	oling Poor 6 = Pole Timber Well oling Medium 7 = Saw Timber Poor oling Well 8 = Saw Timber Mediu	
PU Acres	Ren	egade Aspen	N	
1 20.6		_	w	$\Delta_{\rm E}$
2 27.1	(	Compartment 62		
3 34.9		82.6 Acres	S	
	M5 N 46.128 W -87.561	Ross Grade	Legend  — Against State (R  → Payment Unit (R  ● Private Line (Blu  — Section Corners  — Gravel Roads  = Poor Dirt Roads  Closed Roads  Streams  — Gate  — Berm	Red)
	PVT M6 2  C6 3  PVT  PVT	PVT	Locator Ma 1:200,000  1:200,000  Limit West Road Sp  County Road Sp  Road S	
0 0.125 0.25	0.5 0.75	1		
		Miles		

## TIMBER SALE INFORMATION

## Smile and a Towel Aspen (32-036-16)

Marquette County (Advertised Price \$15,829.70)

SALE NOTE: Note that access for this sale is from private property. Please note sale specs 4.4.1 and 4.4.3 related to this. This is a winter sale off of Schultz Road on the border of Dickinson and Marquette counties.

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*	ADVE	RTISED PRICE
Pulpwood				
Balsam Fir	11.00	Cords	\$	42.50 / Cord
Balsam Poplar	41.00	Cords	\$	32.40 / Cord
Basswood	3.00	Cords	\$	15.00 / Cord
Ironwood	21.00	Cords	\$	25.30 / Cord
Mixed Aspen	311.00	Cords	\$	32.40 / Cord
Paper Birch	36.00	Cords	\$	31.50 / Cord
Sugar Maple	64.00	Cords	\$	25.30 / Cord
White Spruce	21.00	Cords	\$	29.90 / 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 \$791.00 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 05/31/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	11.0	Cords	23.5	\$15,829.70
	Balsam Poplar		41.0	Cords		
	Basswood		3.0	Cords		
	Ironwood		21.0	Cords		
	Mixed Aspen		311.0	Cords		
	B. T. Aspen		72.0	Cords		
	Quaking Aspen		239.0	Cords		
	Paper Birch		36.0	Cords		
	Sugar Maple		64.0	Cords		
	White Spruce		21.0	Cords		
		TOTAL:	508.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Smile and a Towel Aspen Sale Number: 32-036-16 Seq#: 1

#### 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

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

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization except white pine, yellow birch, cedar, elm, and hemlock.

#### 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.

## 4 - Transportation

#### 4.1 - Construction

## 4.1.3 - Slash and earthen piles (8/04)

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

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

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

#### 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 wet weather conditions.

#### 4.4 - Access

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

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

## 4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

## **5 - Operations**

## 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road 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.

## 5.2.3 - Operating Restrictions

## 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of 12/01 to 3/15. This restriction is to facilitate regeneration of the stand and prevent rutting potential.

## 5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

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

## 7 - Other Conditions

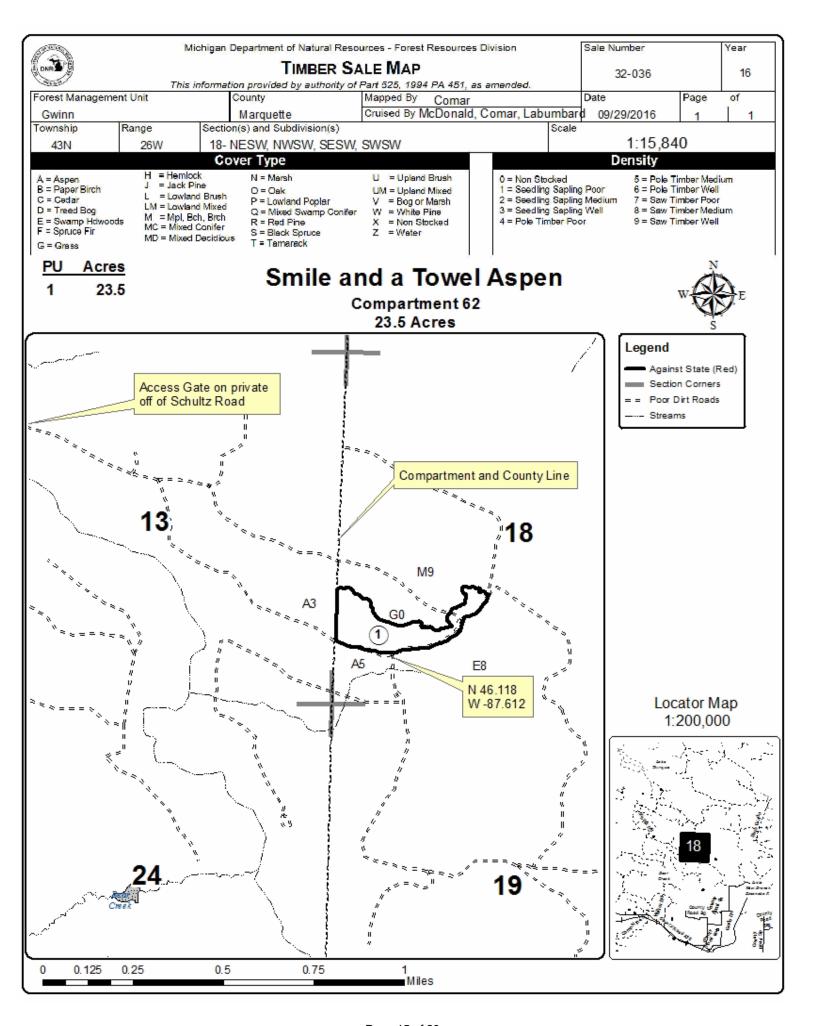
#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

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

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended,

and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.	



#### BID

GWINN MANAGEMENT UNIT GWINN OFFICE

## Renegade Aspen (32-032-16) ; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 22, 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 Pulpwood	ESTIMATED	VOLUME*	AD\	/ERTISED PRICE	BID PRICE
Balsam Fir	77.00	Cords	\$	42.50/Cord	\$
Basswood	19.00	Cords	\$	15.00/Cord	\$
Black Spruce	27.00	Cords	\$	29.90/Cord	\$
Ironwood	1.00	Cords	\$	25.30/Cord	\$
Paper Birch	6.00	Cords	\$	31.50/Cord	\$
Quaking Aspen	1,368.00	Cords	\$	32.40/Cord	\$
Sugar Maple	32.00	Cords	\$	25.30/Cord	\$
Tamarack	6.00	Cords	\$	23.00/Cord	\$
White Ash	5.00	Cords	\$	25.30/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 9.72 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 SOCIA	AL SECURITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:_			<u></u>	
	Address:			<u></u>	
	City:	_ State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PERS	ONALIZED LABE	L FROM YOUR PROSPECT	TUS IN THE ABOVE BOX.	
Individual	I or company representative's signat	ure:		Date:	
Phone nu	ımber :		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 (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
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.
- All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. 

  Sole Proprietorship (individual) B. 

  Partnership C. 

  Corporation You must check one of the boxes below: A.  $\square$  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. B. \( \Backslash \) 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). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twentyone (21) days of the contract award. 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative

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

Date

FEDERAL ID:

#### BID

GWINN MANAGEMENT UNIT GWINN OFFICE

## Smile and a Towel Aspen (32-036-16)

; Marquette COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on May 22, 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 V	<u>'OLUME*</u>	<u>ADV</u>	ERTISED PRICE	BID PRIC	<u>E</u>
Pulpwood						
Balsam Fir	11.00	Cords	\$	42.50/Cord	\$	
Balsam Poplar	41.00	Cords	\$	32.40/Cord	\$	
Basswood	3.00	Cords	\$	15.00/Cord	\$	
Ironwood	21.00	Cords	\$	25.30/Cord	\$	
Mixed Aspen	311.00	Cords	\$	32.40/Cord	\$	
Paper Birch	36.00	Cords	\$	31.50/Cord	\$	
Sugar Maple	64.00	Cords	\$	25.30/Cord	\$	
White Spruce	21.00	Cords	\$	29.90/Cord	\$	

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

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

	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROI	M YOUR PROSPECTUS IN T					
Individual	or company representative's signatu	ıre:		Date:				
Phone nu	ımber :	Email	(optional):					

or SOCIAL SECURITY NUMBER:

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



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

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

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

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

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

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.		
•	All Information must be typed or printed except for written signatures.		
Please Check Appropriate Categories:			
1.	<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.  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> <li>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.</li> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").</li> </ul>		
	Full-time Employees	Part-time Employees	
Name of Business		deral ID (or) Social Security No.	
Address		lephone )	
City State			
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative			
Title		Date	

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