

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #5918**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 1, 2017.

LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.

PROSPECTUS NOTE: All sales on this prospectus are part of a research project. They must be harvested promptly. Please read ALL of the Sale Specs carefully, as each sale has different requirements.

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

County Road 415 MWR (42-002-17)

Luce County, Advertised Price \$2,473.90, 30.2 Acres, Hardwood, Sugar Maple.

SALE NOTE: This sale is part of a research project and should be harvested promptly.

Harvesting is limited to December 1, 2017 to March 15, 2018.

Slash less than nine inches may not be removed from the sale area. See Sale Spec 2.2.8 for additional restrictions.

Since this is a research sale with a short contract length, one (1) contract extension may be applied to one other State Forest Timber Sale Contract owned by the Purchaser. See Sale Spec 7.2.7 for additional information.

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

## Hardwood Island MWR (42-003-17)

Luce County, Advertised Price \$50,555.50, 29.1 Acres, Hardwood, Sugar Maple.

SALE NOTE: This sale is part of a research project and should be harvested promptly.

Harvesting is limited to December 1, 2017 to March 15, 2018.

Slash less than nine inches may not be removed from the sale area. See Sale Spec 2.2.8 for additional restrictions.

Since this is a research sale with a short contract length, one (1) contract extension may be applied to one other State Forest Timber Sale Contract owned by the Purchaser. See Sale Spec 7.2.7 for additional information.

## North Dinkey Line MWR (42-008-17)

Luce County, Advertised Price \$59,320.85, 29.8 Acres, Hardwood, Sugar Maple.

SALE NOTE: This sale is part of a research project and should be harvested promptly. Harvesting is limited to December 1, 2017 to March 15, 2018.

Slash less than nine inches may not be removed from the sale area. See Sale Spec 2.2.8 for additional requirements.

Since this is a research sale with a short contract length, one (1) contract extension may be applied to one other State Forest Timber Sale Contract owned by the Purchaser. See Sale Spec 7.2.7 for additional information.

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

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on June 1, 2017. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

#### 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

## County Road 415 MWR (42-002-17)

Luce County (Advertised Price \$2,473.90)

SALE NOTE: This sale is part of a research project and should be harvested promptly.

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Since this is a research sale with a short contract length, one (1) contract extension may be applied to one other State Forest Timber Sale Contract owned by the Purchaser. See Sale Spec 7.2.7 for additional information.

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

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
Sawtimber				
Red Maple	9.10	MBF	\$	114.00 / MBF
Sugar Maple	1.40	MBF	\$	424.00 / MBF
Pulpwood				
Hemlock	4.00	Cords	\$	7.55 / Cord
Mixed Hardwood	42.00	Cords	\$	19.35 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 44.43 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

## **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$124.00 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.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	9.1	MBF	30.2	\$2,473.90
	Sugar Maple		1.4	MBF		
	Hemlock	Pulpwood	4.0	Cords		
	Mixed Hardwood		42.0	Cords		
	Beech		9.0	Cords		
	Red Maple		27.0	Cords		
	Sugar Maple		6.0	Cords		
TOTAL:		10.5	MBF			
		TOTAL:	46.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: County Road 415 MWR Sale Number: 42-002-17 Seq#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

The sale boundary is marked and identified by red and blue 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 sale boundaries are marked with yellow paint, designating patch cuts. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) #1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. ALSO, within Payment Units #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 1.95 acres with each patch being 0.15 acres in size. Thirteen (13) patch cut areas are located within the 30 acre treatment area bounded by red paint.

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

Note that Mixed Hardwood pulp includes red maple, sugar maple and beech.

#### 2.2 - Utilization

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

In Payment Units #1, all slash less than nine inches (<9") top diameter outside bark at the small end may not be removed from the sale area, e.g. tops. These tops are to be left intact where they fall with branches remaining upright.

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 saw timber tree and \$5 per pole sized tree, whichever is greater.

## 4 - Transportation

#### 4.1 - Construction

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

All currently blocked roads into the sale must be re-blocked to vehicle traffic upon completion of the sale. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

## 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.

## 5 - Operations

## 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to discuss sale specifications. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

## 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required at least 3 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 (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 of December 1st, 2017 to March 15th, 2018. Payments must be received 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.

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

No decking is allowed within 50 feet of County Road 415.

#### 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.

## 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 County Road 415 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.

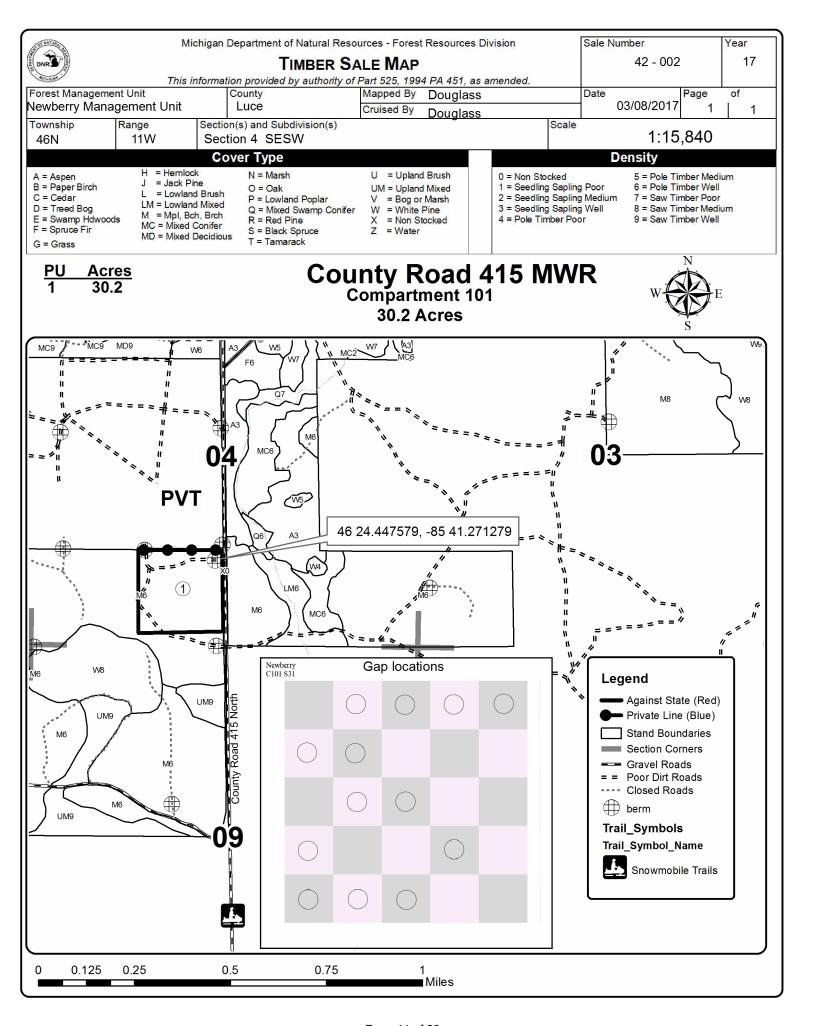
#### 7 - Other Conditions

## 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.

Section Name: Sale Specific Current as of 4/27/2017 10:46:30AM



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## TIMBER SALE INFORMATION

#### Hardwood Island MWR (42-003-17)

Luce County (Advertised Price \$50,555.50)

SALE NOTE: This sale is part of a research project and should be harvested promptly.

Harvesting is limited to December 1, 2017 to March 15, 2018.

Slash less than nine inches may not be removed from the sale area. See Sale Spec 2.2.8 for additional restrictions.

Since this is a research sale with a short contract length, one (1) contract extension may be applied to one other State Forest Timber Sale Contract owned by the Purchaser. See Sale Spec 7.2.7 for additional information.

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*		ADVERTISED PRICE		
Sawtimber						
Basswood	14.20	MBF	\$	133.00 / MBF		
Red Maple	10.30	MBF	\$	114.00 / MBF		
Sugar Maple	107.30	MBF	\$	424.00 / MBF		
White Ash	5.10	MBF	\$	44.00 / MBF		
Yellow Birch	1.00	MBF	\$	109.00 / MBF		
Pulpwood						
Mixed Hardwood	86.00	Cords	\$	19.35 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.02 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 \$2,528.00 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.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	14.2	MBF	29.1	\$50,555.50
	Red Maple		10.3	MBF		
	Sugar Maple		107.3	MBF		
	White Ash		5.1	MBF		
	Yellow Birch		1.0	MBF		
	Mixed Hardwood	Pulpwood	86.0	Cords		
	Basswood		5.0	Cords		
	Beech		21.0	Cords		
	Red Maple		13.0	Cords		
	Sugar Maple		44.0	Cords		
	White Ash		2.0	Cords		
	Yellow Birch		1.0	Cords		
TOTAL:		137.9	MBF			
		TOTAL:	86.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Hardwood Island MWR Sale Number: 42-003-17 Seg#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

The sale 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. 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 trees marked with green paint above and below stump height.

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

Note that Mixed Hardwood pulp consists of sugar maple, red maple, yellow birch, basswood, white ash, and beech.

## 2.2 - Utilization

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

In Payment Unit #1, all slash less than nine inches (<9") top diameter outside bark at the small end may not be removed from the sale area, e.g. tops. These tops are to be left intact where they fall with branches remaining upright.

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

## 4.1.7 - 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. Stumps and brush must be placed along the remainder of the trail. 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.

## 4.2 - Maintenance

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance will be required: All roads used access the sale must be left in a condition as good or better than when the sale started. Regular road maintenance will be required to keep roads passible to normal vehicle traffic during harvesting activity. Roads will need to leveled prior to sale closure.

## 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to discuss sale specifications. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

## 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 3 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 (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 of December 1st, 2017 to March 15th, 2018. Payments must be received 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.

## 5.2.38 - 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.

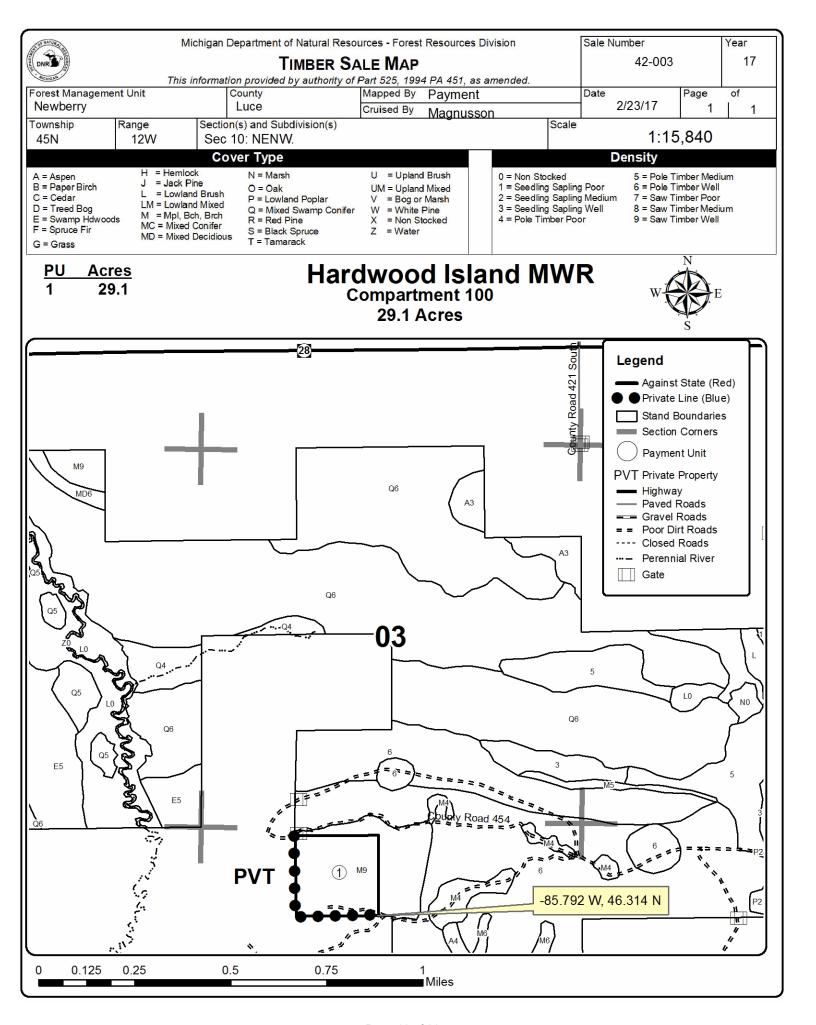
## 7 - Other Conditions

#### 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.

Section Name: Sale Specific Current as of 4/27/2017 10:06:14AM



## TIMBER SALE INFORMATION

#### North Dinkey Line MWR (42-008-17)

Luce County (Advertised Price \$59,320.85)

SALE NOTE: This sale is part of a research project and should be harvested promptly. Harvesting is limited to December 1, 2017 to March 15, 2018.

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PRODUCTS & SPECIES	<b>ESTIMATE</b>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Red Maple	37.40	MBF	\$	114.00 / MBF
Sugar Maple	116.90	MBF	\$	424.00 / MBF
Pulpwood				
Mixed Hardwood	277.00	Cords	\$	19.35 / Cord
Quaking Aspen	6.00	Cords	\$	21.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.18 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 \$2,966.00 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.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	37.4	MBF	29.8	\$59,320.85
	Sugar Maple		116.9	MBF		
	Mixed Hardwood	Pulpwood	277.0	Cords		
	Black Cherry	Sawtimber	1.0	MBF		
	Beech	Pulpwood	10.0	Cords		
	Black Cherry		6.0	Cords		
	Red Maple		87.0	Cords		
	Sugar Maple		171.0	Cords		
	Yellow Birch		1.0	Cords		
	Quaking Aspen		6.0	Cords		
		TOTAL:	154.3	MBF		
		TOTAL:	283.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: North Dinkey Line MWR Sale Number: 42-008-17 Seq#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

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

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

Within Payment Unit(s) #1, cut all trees that are two (2) inches or more at DBH except trees marked with green paint above and below stump height.

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

Note that Mixed Hardwood pulp consists of red maple, sugar maple, black cherry, beech and yellow birch.

#### 2.2 - Utilization

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

In Payment Units (#) 1, all slash less than nine inches (<9") top diameter outside bark at the small end may not be removed from the sale area, e.g. tops. These tops are to be left intact where they fall with branches remaining upright. 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

#### 4.1.7 - 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. Stumps and brush must be placed along the remainder of the trail. 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.

#### 4.2 - Maintenance

## 4.2.3 - Road maintenance (8/13)

The following road maintenance will be required: All roads used to access the sale must be left in a condition as good or better than when the sale started. Regular road maintenance will be required to keep roads passible to normal vehicle traffic during harvesting activity. Roads will need to leveled prior to sale closure.

## 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to discuss sale specifications. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (10/16)

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

## 5.2 - Conduct of Operations

#### 5.2.2 - 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 of December 1st 2017 to March 15th, 2018. Payments must be received 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.

## 5.2.38 - 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 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.

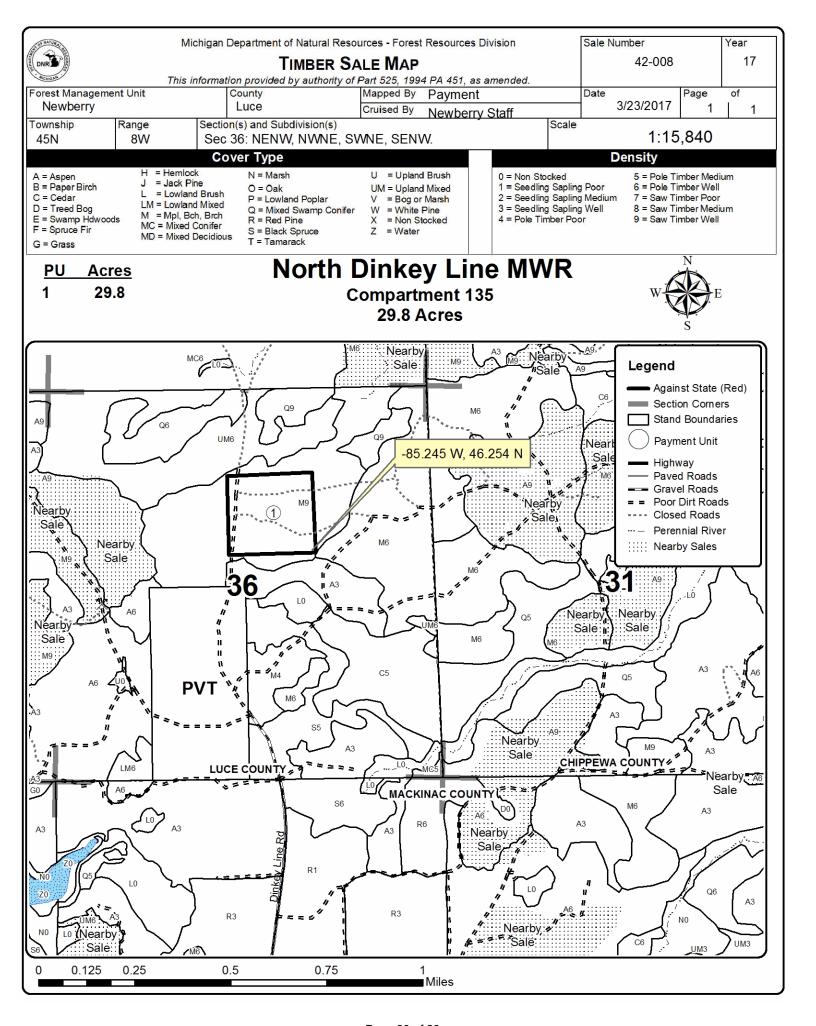
#### 7 - Other Conditions

#### 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.

Section Name: Sale Specific Current as of 4/27/2017 10:05:12AM



FEDERAL ID:

## BID

## NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

## County Road 415 MWR (42-002-17) ; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on June 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>	ESTIMATED VOLUME* ADVERTISED F		VERTISED PRICE	BID	<u>PRICE</u>
Sawtimber						
Red Maple	9.10	MBF	\$	114.00/MBF	\$	
Sugar Maple	1.40	MBF	\$	424.00/MBF	\$	
Pulpwood						
Hemlock	4.00	Cords	\$	7.55/Cord	\$	
Mixed Hardwood	42.00	Cords	\$	19.35/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 44.43 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.

	Company or individ						
	Company represen	tative's name:					
	Address:						
	City:	State:	Zip:				
IF AVAIL	ABLE, PLEASE PLA	CE THE PERSONALIZED LABEL F	ROM YOUR PROS	SPECTUS IN THE ABOVE BOX.			
Individua	vidual or company representative's signature: Date:						
Phone ni	ne number : 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.						
Ple	lease 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.</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

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

## North Dinkey Line MWR (42-008-17) ; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on June 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	ESTIMATED VOLUMI	E* ADVERTISED PRICE	BID PRICE
Sawtimber			
Red Maple	37.40 MBF	\$ 114.00/MBF	\$
Sugar Maple	116.90 MBF	\$ 424.00/MBF	\$
Pulpwood			
Mixed Hardwood	277.00 Cords	\$ 19.35/Cord	\$
Quaking Aspen	6.00 Cords	\$ 21.95/Cord	\$

FEDERAL ID: \_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_\_

\*The volumes are statistically estimated within plus (+) or minus (-) 10.18 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.

	Company or individ	dual bidding:			
	Company represer	ntative's name:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLA	ACE THE PERSONALIZED LABEL	FROM YOUR PROS	SPECTUS IN THE ABOVE BOX.	
Individua	l or company repres	entative's signature:		Date:	
Phone nu	umber :	E	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	OMPENSAT	ION ACT COMP	PLIANCE		
•	This verification must be completed and subralle contract.	mitted within 2	21 days of contra	act award and prior to the issuance of the timber		
•	<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted wittenty-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 chec	ck <u>one</u> of the	boxes below):			
	A. ☐ Sole Proprietorship (individual)					
	B.   Partnership					
	C. Corporation					
2.	You <b>must</b> check <u>one</u> of the boxes below:					
	A.  I certify my business is a sole proprietorshi Worker's Compensation Laws.	p and it has no	employees but th	e sole 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	vide a copy of	the Notice of Excl	usion 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 Polic	y. I will provide ar	original Certificate of Insurance within twenty-		
3.	If you have checked item 2(A) or 2(B), you than yourself, including family members and			f <b>both</b> full-time and part-time employees, other must enter "0").		
	Full-time Employ	(PPS		Part-time Employees		
	r un une Employ	CC3		r art ame Employees		
Nam	ne of Business		Federal ID (or) So	ocial 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			the Michigan DNR of any changes that occur		
11 10	actors affecting my coverage during any or my	present and	ruture operation	13.		
_						
S	Signature of Owner or Authorized Representative					

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

Date

FEDERAL ID: -

#### **BID**

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

## Hardwood Island MWR (42-003-17)

; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on June 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 Sawtimber	ESTIMATED	VOLUME*	<u>AD'</u>	VERTISED PRICE	BID PR	<u>:ICE</u>
Basswood	14.20	MBF	\$	133.00/MBF	\$	
Red Maple	10.30	MBF	\$	114.00/MBF	\$	
Sugar Maple	107.30	MBF	\$	424.00/MBF	\$	
White Ash	5.10	MBF	\$	44.00/MBF	\$	
Yellow Birch	1.00	MBF	\$	109.00/MBF	\$	
Pulpwood Mixed Hardwood	86.00	Cords	\$	19.35/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 15.02 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.

or SOCIAL SECURITY NUMBER:

	Company or individ	dual bidding:				
	Company represer	ntative's name:				
	Address:					
	City:	S	tate:	Zip:		
IF AVAIL	ABLE, PLEASE PLA	CE THE PERSONAL	LIZED LABE	EL FROM YOUR PROSPECT	US IN THE ABOVE BOX	
Individua	l or company repres	entative's signature:			Date:	
Phone nu	umber :			Email (optional):		

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



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

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

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

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

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

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
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					
<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)