

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #6128**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on February 8, 2018. LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.

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

# Hornet Nest Red Pine (42-023-17)

Luce County, Advertised Price \$54,168.60, 18.3 Acres, Aspen, Red Pine.

SALE NOTE: No new roads will be permitted in any Payment Unit. See Sale Spec 4.1.12 for additional information.

Within Payment Unit(s) 1 and 2, harvesting is not permitted during the period of December 1 to April 15 due to the low stump height restrictions for prescribed burn and reforestation operations. This may be waived if Sale Spec 2.2.3 can be strictly met.

# Missing Fingers Aspen (42-026-17)

Luce County, Advertised Price \$99,888.10, 142.0 Acres, Aspen, Hardwood.

SALE NOTE: No new roads will be allowed in Payment Units 1, 4, 5, 6 and 7. See Sale Spec 4.1.12 for restrictions.

To promote better aspen regeneration, all payment units must be completed within twelve months of beginning harvesting operations on the respective Payment Unit.

It is recommended that harvesting occur during summer or frozen winter conditions to avoid damage to access roads and to the residual timber in the sale area.

A snowmobile trail is shown on the Timber Sale Map. See Sale Spec 5.2.41 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.

#### BID INSTRUCTIONS (VER. 11/28/2017):

#### 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 February 8, 2018. 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 (11/17)

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.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 \* 100).

#### 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

#### Hornet Nest Red Pine (42-023-17)

Luce County (Advertised Price \$54,168.60)

SALE NOTE: No new roads will be permitted in any Payment Unit. See Sale Spec 4.1.12 for additional information.

Within Payment Unit(s) 1 and 2, harvesting is not permitted during the period of December 1 to April 15 due to the low stump height restrictions for prescribed burn and reforestation operations. This may be waived if Sale Spec 2.2.3 can be strictly met.

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		ADVERTISED PRICE	
Pulpwood				
Quaking Aspen	7.00	Cords	\$	30.55 / Cord
Red Maple	5.00	Cords	\$	16.65 / Cord
Red Pine	815.00	Cords	\$	66.10 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 19.55 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 \$2,708.00 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 12/31/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Pulpwood	391.0	Cords	8.6	\$25,845.10
2	Quaking Aspen	Pulpwood	7.0	Cords	9.7	\$28,323.50
	Red Maple		5.0	Cords		
	Red Pine		424.0	Cords		
		TOTAL:	827.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Hornet Nest Red Pine Sale Number: 42-023-17 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint, with the exception of the north boundary of Payment Unit 1, which is identified by County Road 455 (see Timber Sale Map).

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, regardless of merchantability.

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

Note that there are red pine logs present in the sale, but all red pine was cruised as pulp.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

# 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

# 4 - Transportation

#### 4.1 - Construction

# 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 and/or County Road 455 by the Unit Manager or his/her representative. The restriction may occur any time that the road conditions deteriorate to an unacceptable condition.

# 4.2.4 - Grading (10/16)

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

# 4.2.5 - 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.

# 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. 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. It is recommended that this conference take place prior to any equipment being moved from the site.

#### 5.2 - Conduct of Operations

#### 5 2 1 - Slash

#### 5.2.1.8 - Slash height (12/08)

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

### 5.2.1.11 - Slash for reforestation (5/07)

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

#### 5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash must be moved outside of the County Road right-of-way (Payment Unit 1).

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

# 5.2.3 - Operating Restrictions

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of December 1 to April 15. This restriction is because of the low stump height restrictions for prescribed burn and reforestation operations.

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

#### 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.

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

No decking is allowed within 50 feet of County Road 455 without permission of the Luce County Road Commission.

#### 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 County Road 455 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.

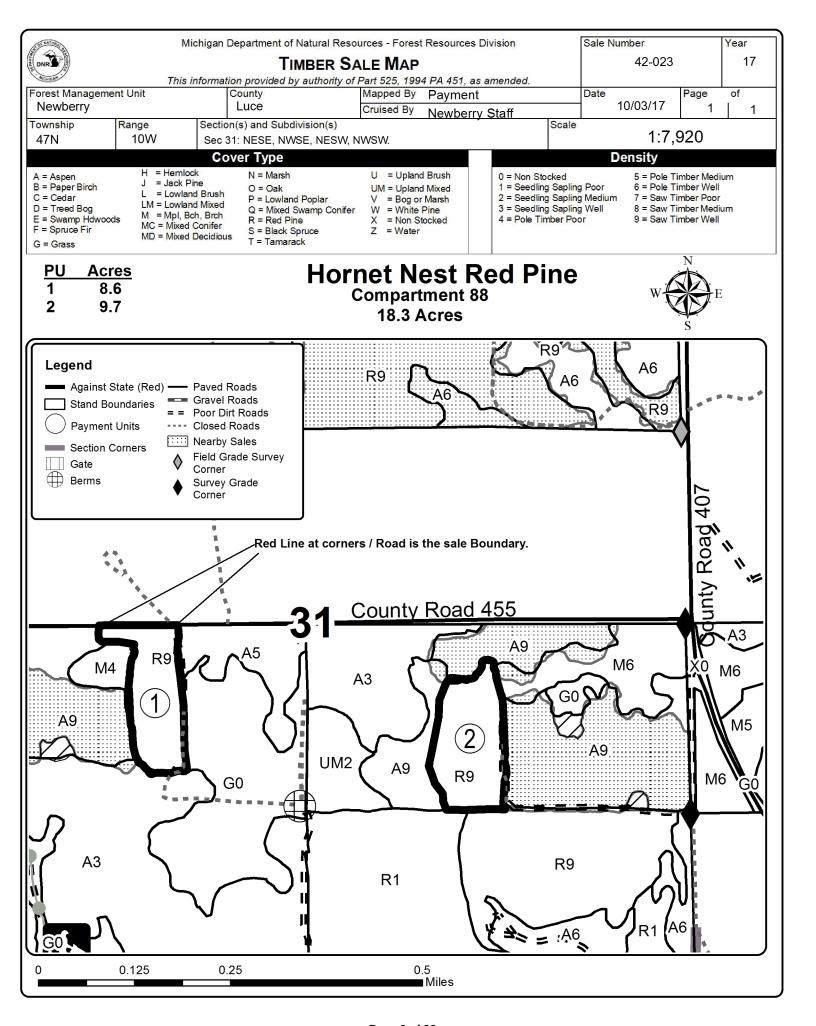
#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

Section Name: Sale Specific Current as of 1/2/2018 8:25:06AM



# TIMBER SALE INFORMATION

#### Missing Fingers Aspen (42-026-17)

Luce County (Advertised Price \$99,888.10)

SALE NOTE: No new roads will be allowed in Payment Units 1, 4, 5, 6 and 7. See Sale Spec 4.1.12 for restrictions.

To promote better aspen regeneration, all payment units must be completed within twelve months of beginning harvesting operations on the respective Payment Unit.

It is recommended that harvesting occur during summer or frozen winter conditions to avoid damage to access roads and to the residual timber in the sale area.

A snowmobile trail is shown on the Timber Sale Map. See Sale Spec 5.2.41 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	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Black Cherry	4.70	MBF	\$	164.00 / MBF
Paper Birch	4.10	MBF	\$	90.00 / MBF
Red Maple	16.20	MBF	\$	106.00 / MBF
Sugar Maple	1.20	MBF	\$	391.00 / MBF
Pulpwood				
Balsam Fir	192.00	Cords	\$	12.30 / Cord
Mixed Hardwood	549.00	Cords	\$	17.80 / Cord
Paper Birch	101.00	Cords	\$	19.20 / Cord
Quaking Aspen	2,256.00	Cords	\$	32.60 / Cord
Red Pine	8.00	Cords	\$	70.50 / Cord
White Pine	186.00	Cords	\$	26.55 / Cord
White Spruce	155.00	Cords	\$	22.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.46 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$4,994.00 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 06/30/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	0.5	MBF	21.9	\$10,485.05
	Red Maple		1.0	MBF		
	Balsam Fir	Pulpwood	9.0	Cords		
	Mixed Hardwood	•	36.0	Cords		
	Black Cherry		13.0	Cords		
	Red Maple		23.0	Cords		
	Paper Birch		6.0	Cords		
	Quaking Aspen		204.0	Cords		
	White Pine		93.0	Cords		
	White Spruce		14.0	Cords		
2	Black Cherry	Sawtimber	1.4	MBF	26.7	\$22,040.00
	Paper Birch		2.4	MBF		<b>,</b> , - · · · · · ·
	Red Maple		6.1	MBF		
	Balsam Fir	Pulpwood	16.0	Cords		
	Mixed Hardwood	i dipwood	127.0	Cords		
	Black Cherry		31.0	Cords		
	Red Maple		96.0	Cords		
	Paper Birch		37.0	Cords		
	Quaking Aspen		517.0	Cords		
	White Pine			I		
			24.0	Cords		
	White Spruce	0	13.0	Cords	40.4	<b>0.45</b> 700 50
3	Black Cherry	Sawtimber	1.0	MBF	19.1	\$15,783.50
	Paper Birch		1.7	MBF		
	Red Maple		4.3	MBF		
	Balsam Fir	Pulpwood	12.0	Cords		
	Mixed Hardwood		92.0	Cords		
	Black Cherry		23.0	Cords		
	Red Maple		69.0	Cords		
	Paper Birch		27.0	Cords		
	Quaking Aspen		369.0	Cords		
	White Pine		18.0	Cords		
	White Spruce		9.0	Cords		
4	Balsam Fir	Pulpwood	23.0	Cords	27.9	\$17,164.60
	Mixed Hardwood	•	71.0	Cords		
	Black Cherry		27.0	Cords		
	Ironwood		3.0	Cords		
	Red Maple		38.0	Cords		
	Sugar Maple		3.0	Cords		
	Paper Birch		7.0	Cords		
	Quaking Aspen		460.0	Cords		
	White Pine		10.0	Cords		
	White Spruce		10.0	Cords		
5	Black Cherry	Sawtimber	0.8	MBF	18.3	\$13,035.35
5	Balsam Fir	Pulpwood	101.0	1	10.3	φ 13,030.30
	Mixed Hardwood	Pulpwood		Cords		
			72.0	Cords		
	Black Cherry		27.0	Cords		
	Ironwood		1.0	Cords		
	Red Maple		27.0	Cords		
	Sugar Maple		17.0	Cords		
	Paper Birch		3.0	Cords		
	Quaking Aspen		227.0	Cords		
	White Pine		39.0	Cords		
	White Spruce		85.0	Cords		
	Ded Menle	Sawtimber	4.8	MBF	8.2	\$8,214.30
6	Red Maple	Sawuiiibei	7.0		O. <u> </u>	Ψ0,=σσ
6	Balsam Fir	Pulpwood	7.0	Cords	0.2	ψο,= :σσ

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Black Cherry	Pulpwood	6.0	Cords		
	Red Maple		44.0	Cords		
	Paper Birch		7.0	Cords		
	Quaking Aspen		185.0	Cords		
	Red Pine		8.0	Cords		
7	Black Cherry	Sawtimber	1.0	MBF	19.9	\$13,165.30
	Sugar Maple		1.2	MBF		
	Balsam Fir	Pulpwood	24.0	Cords		
	Mixed Hardwood		101.0	Cords		
	Beech		1.0	Cords		
	Black Cherry		35.0	Cords		
	Red Maple		58.0	Cords		
	Sugar Maple		7.0	Cords		
	Paper Birch		14.0	Cords		
	Quaking Aspen		294.0	Cords		
	White Pine		2.0	Cords		
	White Spruce		24.0	Cords		
		TOTAL:	26.2	MBF		
		TOTAL:	3,447.0	Cords		

### Sale Specific Conditions & Requirements

Sale Name: Missing Fingers Aspen Sale Number: 42-026-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is 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 lines are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid. The painted sale 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, 2, 3 and 7, cut all trees that are two (2) inches or more at DBH, except do not cut any juneberry/serviceberry. In addition, within Payment Units 1, 2 and 3, do not cut any trees marked in green paint.

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

Within Payment Unit(s) 4, 5, and 6, cut all trees which meet minimum piece specifications in 2.2 Utilization with the following exceptions:

Within Payment Units 4 and 5, do not cut any red pine and white pine greater than 20 inches at DBH, or any trees marked with green paint.

Within Payment Unit 6, do not cut any white birch, red pine, or trees marked with green paint (1 apple tree near road).

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

Note that mixed hardwood pulp consists of mainly red maple and black cherry with lesser volumes of sugar maple, beech, and ironwood.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 2, 3 and 4 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

### 4 - Transportation

#### 4.1 - Construction

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

New roads will be allowed only in Payment Units 2 and 3. Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown and/or abandoned 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 at the beginning of any new road course. Stumps and brush must be placed along the

road for a minimum of 200 feet, effectively obliterating it. These roads must be rendered impassable to cars, trucks and ORV's. Stumps from road building and landing construction can be reserved to meet the above road closure specifications. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

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

No new roads will be permitted in Payment Units 1, 4, 5, 6 and 7. All operations are limited to existing roads. Skid trails and trucking back-in spur roads only will be allowed.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads and County Roads 455 and 453 by the Unit Manager or his/her representative. The restriction may occur during any period during which the condition of the road(s) is deemed unacceptable by the sale administrator. Examples of these conditions would be wet weather, spring break up, or prolonged dry periods during which the sand roads become impassable to conventional vehicles.

#### 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. The grading equipment to be used must be approved by the Unit Manager or his/her representative. Within 30 days of completion of hauling, or if no hauling occurs for 30 days, roads must be graded and leveled back to pre-harvest conditions. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Wet weather conditions may extend the time needed for roads to dry out and be returned to a condition prior to harvesting operations. Contact sale administrator for directions. Damages will be assessed if grading/repair does not occur.

#### 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.

#### 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 sale operations. 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. This is recommended prior to removing equipment from the sale area to expedite the closure process.

## 5.2 - Conduct of Operations

### 5.2.1 - Slash

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

#### 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

#### 5.2.3.11 - Coppice regeneration protection (4/10)

To promote better aspen regeneration, all payment units must be completed within twelve months of beginning harvesting operations on the respective Payment Unit in order to minimize damage to the new regeneration.

# 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 1 - 7, cutting, skidding and hauling occur during summer or frozen winter conditions. The reason for the recommendation is to avoid unnecessary damage to the access roads and to the residual timber in the sale area.

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

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

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

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

#### 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. Where the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. In Payment Unit 4 and 5, maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail if used during the snowmobile season. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

#### 5.4 - Soil Protection

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

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

#### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils.

#### 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

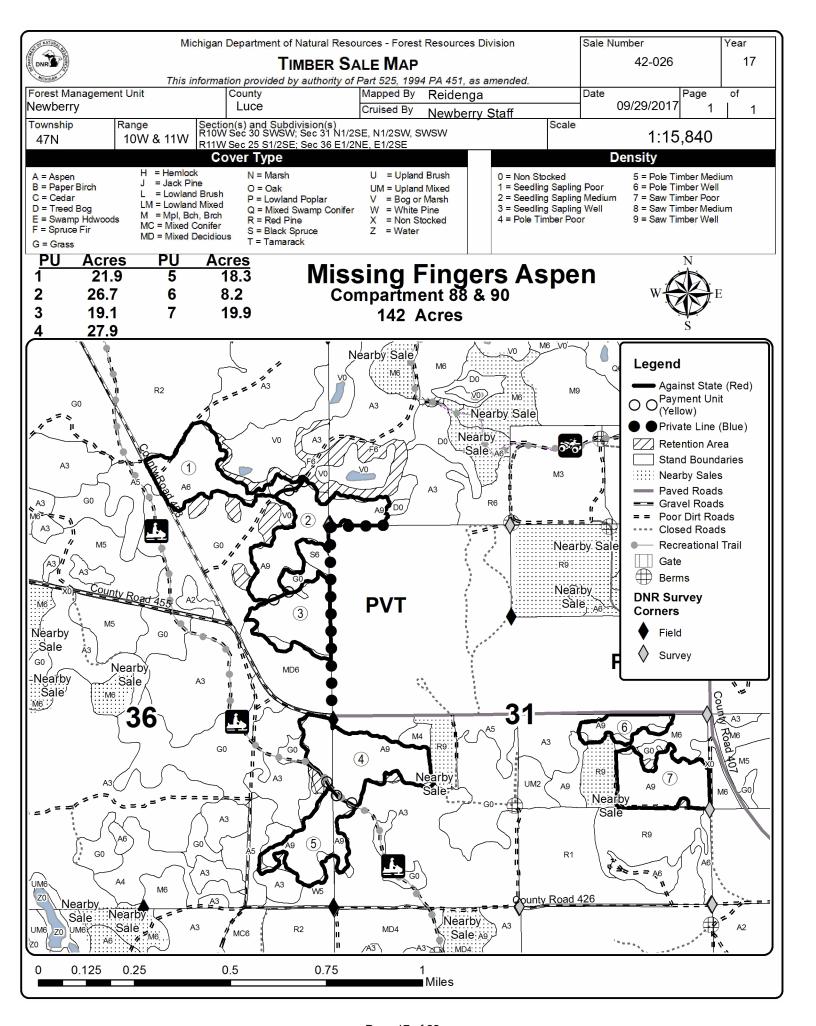
# 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on County Roads 455 and 453 prior to beginning operations. The road must be posted a minimum of 1/4 mile on each side of a location where trucks are entering onto County Road 407 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.

### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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.

Section Name: Sale Specific Current as of 1/2/2018 3:34:18PM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

# Hornet Nest Red Pine (42-023-17) ; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on February 8, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	DLUME* ADVERTISED PRICE		BID PRICE/UNIT	
Pulpwood					
Quaking Aspen	7.00 Cords	\$	30.55/Cord	\$	
Red Maple	5.00 Cords	\$	16.65/Cord	\$	
Red Pine	815.00 Cords	\$	66.10/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 19.55 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:							
	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
IF AVAILA	ABLE, PLEASE PLACE THE PER	RSONALIZED LABE	EL FROM YOUR PROSPEC	CTUS IN THE ABOVE BOX.				
Individual	or company representative's sig	nature:		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



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

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

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

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as a							
VE	RIFICATION OF WORKER'S DISABILITY	Y COMPENSATION	ON 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	ease 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 the Worker's Compensation Act through the use of an approved Notice of the Worker's Compensation Act through the use of an approved Notice of the Worker's Compensation Act through the use of an approved Notice of the Worker's Compensation Act through the use of an approved Notice of the Worker's Compensation Act through the use of an approved Notice of the Worker's Compensation Act through the use of the</li></ul>								
	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 Coone (21) days of the contract award.	ompensation Policy	. I will provide an original Certificate of Insurance within twenty-					
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members a		e the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").					
	Full-time Em	ployees	Part-time Employees					
Nam	ne of Business		Federal ID (or) Social Security No.					
Addı	ress		Telephone ( )					
City	,	State	ZIP					
	ereby certify that the above information is to actors affecting my coverage during any of		I agree to notify the Michigan DNR of any changes that occur future operations.					

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

Date

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

# Missing Fingers Aspen (42-026-17) ; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on February 8, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>A</u> E	VERTISED PRICE	BID PRICE/UNIT
Black Cherry	4.70	MBF	\$	164.00/MBF	\$
Paper Birch	4.10	MBF	\$	90.00/MBF	\$
Red Maple	16.20	MBF	\$	106.00/MBF	\$
Sugar Maple	1.20	MBF	\$	391.00/MBF	\$
Pulpwood					
Balsam Fir	192.00	Cords	\$	12.30/Cord	\$
Mixed Hardwood	549.00	Cords	\$	17.80/Cord	\$
Paper Birch	101.00	Cords	\$	19.20/Cord	\$
Quaking Aspen	2,256.00	Cords	\$	32.60/Cord	\$
Red Pine	8.00	Cords	\$	70.50/Cord	\$
White Pine	186.00	Cords	\$	26.55/Cord	\$
White Spruce	155.00	Cords	\$	22.20/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 7.46 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:					
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual or company representative's signature:				Date:		
Phone number : Email (optional):						

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



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

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

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

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

Signature of Owner or Authorized Representative

Title

Part 5 of Act 451 of 1994, as amended.					
VE	VERIFICATION OF WORKER'S DISABILITY COMPENSATION AC	T 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.				
•	<ul> <li>All Information must be typed or printed except for written signatu</li> </ul>	res.			
Ple	Please 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> <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> </ul>				
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the r than yourself, including family members and active partners (if n Full-time Employees				
Nam	Name of Business Federa	Federal ID (or) Social Security No.			
Addı	Address Teleph (	one )			
City	City State ZIP				
	hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future				

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

Date