

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6630

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on January 6, 2020. LOCATION: SAULT STE MARIE MGMT UNIT, P.O. BOX 798, 2001 ASHMUN, SAULT STE MARIE, MI 49783.

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, SAULT STE MARIE MANAGEMENT UNIT, for certain timber on the following described lands:

Quarry Mix (45-009-19) / T42N, R01E, SEC. 14, NESW,S1/2SW,W1/2SE.

T42N, R01E, SEC. 15, S1/2SW.

T42N, R01E, SEC. 16, SESE.

T42N, R01E, SEC. 22, N1/2NW,W1/2NE,E1/2SW,W1/2SE.

T42N, R01E, SEC. 23, NWNE, S1/2NE.

Mackinac County, Advertised Price \$37,990.00, 162.7 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: It is the responsibility of the Purchaser to obtain permission to cross Carmeuse property in order to access this timber sale. Permission should also include the DNR to have the ability to administer the sale.

Access may be through private land.

Bay City Mix (45-012-19) / T42N, R01W, SEC. 17, W1/2SW.

T42N, R01W, SEC. 18, E1/2SE.

Mackinac County, Advertised Price \$3,669.20, 21.0 Acres, Spruce/Fir/Tamarack, Aspen.

BID INSTRUCTIONS (VER. 07/02/2018):

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

Bids must be received by the Unit Manager, SAULT STE MARIE OFFICE, P.O. Box 798 2001 Ashmun, Sault Ste Marie, MI 49783, no later than 10:00 a.m. (local time) on January 6, 2020. For further information concerning this sale, contact Jeff Wise at 906-635-5281 extension 2.

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 (7/18)

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 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. 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.

DAN EICHINGER
Director

TIMBER SALE INFORMATION

Quarry Mix (45-009-19)

T42N, R01E, SEC. 14; T42N, R01E, SEC. 15; T42N, R01E, SEC. 16; T42N, R01E, SEC. 22; T42N, R01E, SEC. 23.

Mackinac County (Advertised Price \$37,990.00)

SALE NOTE: It is the responsibility of the Purchaser to obtain permission to cross Carmeuse property in order to access this timber sale. Permission should also include the DNR to have the ability to administer the sale.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATE	ED UNITS*	ADV	ERTISED PRICE
Sawtimber				
Basswood	10.70	MBF	\$	102.00 / MBF
Sugar Maple	24.80	MBF	\$	401.00 / MBF
Pulpwood				
Balsam Fir	283.00	Cords	\$	7.60 / Cord
Mixed Aspen	1,196.00	Cords	\$	14.05 / Cord
Mixed Hardwood	207.00	Cords	\$	13.75 / Cord
Paper Birch	185.00	Cords	\$	9.15 / Cord
White Spruce	237.00	Cords	\$	14.60 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.60 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,900.00 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.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	2.8%
02	27.3%
03	8.6%
04	7.3%
05	9.0%
06	10.3%
07	34.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2023.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	10.0	Cords	6.5	\$1,051.45
	Mixed Aspen		34.0	Cords		
	Mixed Hardwood		6.0	Cords		
	Paper Birch		39.0	Cords		
	White Spruce		4.0	Cords		
2	Balsam Fir	Pulpwood	88.0	Cords	38.3	\$10,378.30
	Mixed Aspen		589.0	Cords		
	Mixed Hardwood		34.0	Cords		
	Paper Birch		45.0	Cords		
	White Spruce		38.0	Cords		
3	Balsam Fir	Pulpwood	33.0	Cords	19.9	\$3,285.75
	Mixed Aspen		168.0	Cords		
	Paper Birch		45.0	Cords		
	White Spruce		18.0	Cords		
4	Balsam Fir	Pulpwood	46.0	Cords	13.7	\$2,770.70
	Mixed Aspen		121.0	Cords		
	Mixed Hardwood		3.0	Cords		
	Paper Birch		36.0	Cords		
	White Spruce		24.0	Cords		
5	Balsam Fir	Pulpwood	65.0	Cords	15.6	\$3,411.45
	Mixed Aspen		134.0	Cords		
	Mixed Hardwood		7.0	Cords		
	Paper Birch		18.0	Cords		
	White Spruce		53.0	Cords		
6	Balsam Fir	Pulpwood	41.0	Cords	26.0	\$3,897.40
	Mixed Aspen		150.0	Cords		
	Paper Birch		2.0	Cords		
	White Spruce		100.0	Cords		
7	Basswood	Sawtimber	10.7	MBF	42.7	\$13,194.95
	Sugar Maple		24.8	MBF		
	Mixed Hardwood	Pulpwood	157.0	Cords		
		TOTAL:	35.5	MBF		
		TOTAL:	2,108.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Quarry Mix Sale Number: 45-009-19 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue 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

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

Within Payment Unit(s) 1-6, cut all trees that are two (2) inches or more at DBH, except do not cut cedar, hemlock, pine, oak or yellow birch.

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

Within Payment Unit(s) 7, all trees are designated for cutting when marked with a slash of orange paint above and below stump height, regardless of merchantability.

In addition, there was a windstorm in this unit and trees that blew over were marked with an orange 'X'. If the Purchaser chooses to utilize these trees, they may process and deck them separate to be scaled by the sale administrator. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product. It is not required to process theses trees to complete the unit.

2.2 - Utilization

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible within Payment Unit 7, unless approved by the Unit Manager or his/her representative.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1-7 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. 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

4.2.4 - 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.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. This permission should include access for the DNR to administer the timber sale.

5 - Operations

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) 1-7, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 31. This restriction is because the sale is located within the deer wintering range.

5.2.4 - Dead and Down Creation

5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave one (1) pile of tops and slash on the ground for every two acres, except in Payment Unit 7. Piles will be 12 feet in diameter and 6 feet high. They should be scattered throughout the sale or positioned per the sale administrators instructions.

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed. Exception: All dead trees within 50 feet of any road or utility line within the sale boundary, and any trees marked with an orange 'X' within Payment Unit 7.

5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

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.

5.8.7 - Protection of walking fern habitat (9/08)

If walking fern is discovered on boulders within the sale area, operations in that immediate area should be suspended and the Unit Manager contacted. The contract may be amended to protect these sites. An area surrounding the boulders could be designated as a "no-cut" zone with appropriate adjustments made to the State Forest Timber Sale Contract.

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 the Quarry Road and Patrick Trail 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.

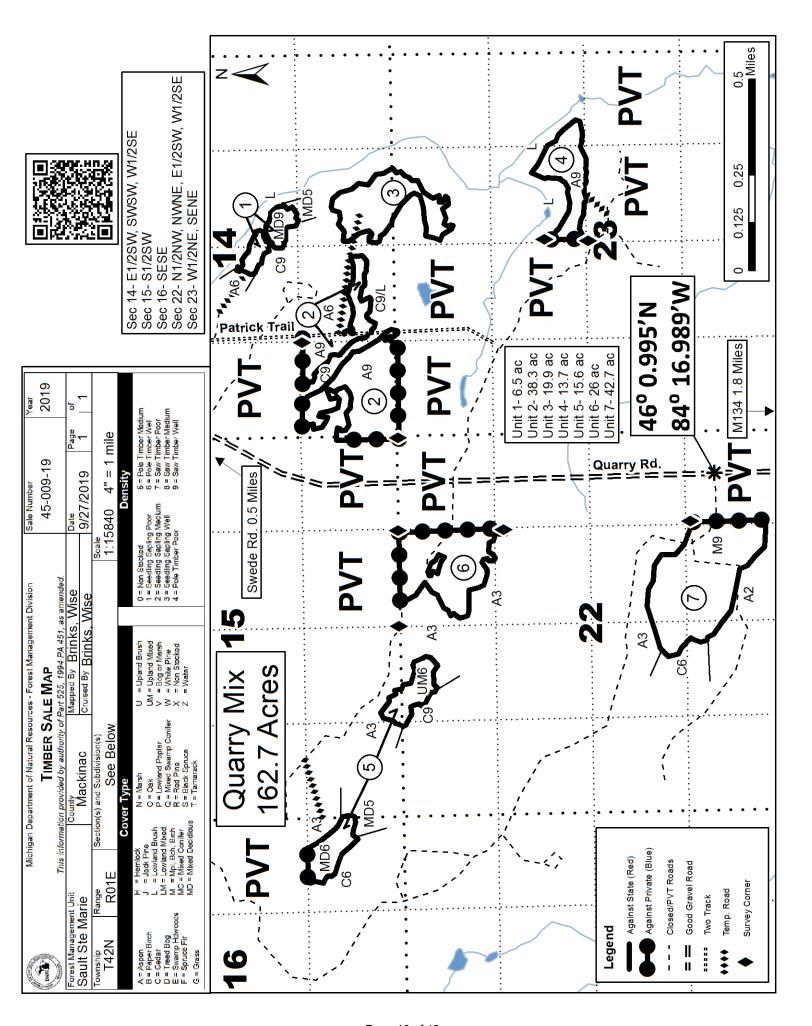
7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from windthrow and spruce budworm. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 12/16/2019 1:50:03PM



TIMBER SALE INFORMATION

Bay City Mix (45-012-19)
T42N, R01W, SEC. 17; T42N, R01W, SEC. 18.
Mackinac County (Advertised Price \$3,669.20)

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	<u>ESTIMATE</u>	D UNITS*	ADV	ERTISED PRICE
Pulpwood				
Balsam Fir	135.00	Cords	\$	4.85 / Cord
Mixed Aspen	200.00	Cords	\$	8.95 / Cord
Red Maple	24.00	Cords	\$	8.75 / Cord
Red Pine	6.00	Cords	\$	31.90 / Cord
Tamarack	3.00	Cords	\$	4.65 / Cord
White Spruce	87.00	Cords	\$	9.30 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 22.42 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 \$183.00 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.

PAYMENT UNIT NUMBER

PERCENT OF TOTAL SALE VALUE

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2022.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	135.0	Cords	21.0	\$3,669.20
	Mixed Aspen		200.0	Cords		
	Red Maple		24.0	Cords		
	Red Pine		6.0	Cords		
	Tamarack		3.0	Cords		
	White Spruce		87.0	Cords		
		TOTAL:	455.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Bay City Mix Sale Number: 45-012-19 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue 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 not to be cut.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH, except do not cut pine and cedar.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (7/16)

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 undesignated live 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.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see the Timber Sale Map for locations. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. 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

4.2.1 - Hauling restriction (12/08)

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

4.2.2 - Fill material (4/07)

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

4.2.4 - Grading (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.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the power line ROW and the red paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

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, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 31. This restriction is to benefit wintering deer.

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

5.2.37 - No decking areas (12/08)

No decking is allowed on private property or within the power line ROW unless permission is granted from the landowner and/or utility company.

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 Bay City Lake Road prior to beginning operations. The road must be posted at the beginning and congested locations 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 Bay City Lake Road snow trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at both ends of the plowed section 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 10/17/2019 3:39:29PM

ATONE,	
35 - 2 - 18	
DNR	
, zs	

Michigan Department of Natural Resources - Forest Resources Division

TIMBER SALE MAP

Sale Number 45-012-19 Year 2019

This information provided by authority of Part 5, 1994 PA 451, as amended.

Forest Management Unit Sault Ste. Marie

County Mackinac Mapped By J Wise Cruised By J Wise

Date 9/23/19 Page of 1

Compartment Number

= Treed Bog

F = Spruce/Fir

G = Grass

E = Swamp Hardwoods

Township 42N

Range 1W

Section(s) and Subdivision(s) 18 - E1/2SE

Density

Cover Type A + Aspen 8 = Paper Birch C = Cedar D = Treed Bog J = Jack Pine K = Rock L = Lowland Brush

MD = Mixed Deciduous

a = Oak P Lowland Poplar = Mixed Swamp Conifer LM = Lowland Mix Forest R = Red Pine M = Maple, Beech, Birch S = Black Spruce MC = Mixed Conifer T = Tamarack

U = Upland Brush UM = Upland Mix Forest V = Bog or Marsh W = White Pine X = Non Stocked

Y = Sand Z = Water 0 = Non Stocked 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 3 = Seedling Sapling Well

4 = Pole Timber Poor

5 = Pole Timber Medium 6 Pole Timber Well = Saw Timber Poor 8 = Saw Timber Medium 9 = Saw Timber Well

1

H = Hemlock N = Marsh

BAY CITY MIX 21 ACRES

mackinac County

PUT

0:5

Long 84° 27' 46.733 W

Red Line Blue Line

Bay City Lake Rd South

Three Mile Rd Two Miles

Survey Corner - Closed Road

=== Open Forest

PR4030-1c (Rev 04/03/2015)

FEDERAL ID:

BID FORM

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

Quarry Mix (45-009-19)

T42N, R01E, SEC. 14; T42N, R01E, SEC. 15; T42N, R01E, SEC. 16; T42N, R01E,

In response to the notice of sale to be held 10:00 a.m. (local time) on January 6, 2020, 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>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Basswood	10.70	MBF	\$	102.00/MBF	\$
Sugar Maple	24.80	MBF	\$	401.00/MBF	\$
Pulpwood					
Balsam Fir	283.00	Cords	\$	7.60/Cord	\$
Mixed Aspen	1,196.00	Cords	\$	14.05/Cord	\$
Mixed Hardwood	207.00	Cords	\$	13.75/Cord	\$
Paper Birch	185.00	Cords	\$	9.15/Cord	\$
White Spruce	237.00	Cords	\$	14.60/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 9.60 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 individual bidding	J:			
	Company representative's na	ne:			
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE P	ERSONALIZED LABEL	FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	
Individua	l or company representative's s	ignature:		Date:	
Phone ni	ımher :		Fmail (ontional):		

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.

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

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

	B. ☐ Partnership C. ☐ Corporation		
2.	. You must check one of the boxes below:		
	A. I certify my business is a sole proprietorship and it has a Worker's Compensation Laws.	no employees but the sole proprietor. I am not subject to the	
		Vorker's Compensation Act through the use of an approved Notice of of the Notice of Exclusion within 21 days of the contract award. (For orker's Compensation Bureau at 517-322-1195).	
	C. I certify my business has a Worker's Compensation Polone (21) days of the contract award.	icy. I will provide an original Certificate of Insurance within twenty-	
3.	. If you have checked item 2(A) or 2(B), you must indic than yourself, including family members and active part	ate the number of both full-time and part-time employees, otheners (if none, you must enter "0").	эr
	Full-time Employees	Part-time Employees	
Nam	ame of Business	Federal ID (or) Social Security No.	
Addr	ddress	Telephone ()	
City	ty State	ZIP	
in fa _	hereby certify that the above information is true and correct factors affecting my coverage during any of my present ar Signature of Owner or Authorized Representative	t. I agree to notify the Michigan DNR of any changes that occur nd future operations.	
T	Title	Date	

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

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

EEDERAL ID:

BID FORM

SAULT STE MARIE MANAGEMENT UNIT SAULT STE MARIE OFFICE

Bay City Mix (45-012-19)

T42N, R01W, SEC. 17; T42N, R01W, SEC. 18; Mackinac COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on January 6, 2020, 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>	VOLUME*	AD\	<u>/ERTISED PRICE</u>	BID PRICE/UNIT
Pulpwood					
Balsam Fir	135.00	Cords	\$	4.85/Cord	\$
Mixed Aspen	200.00	Cords	\$	8.95/Cord	\$
Red Maple	24.00	Cords	\$	8.75/Cord	\$
Red Pine	6.00	Cords	\$	31.90/Cord	\$
Tamarack	3.00	Cords	\$	4.65/Cord	\$
White Spruce	87.00	Cords	\$	9.30/Cord	\$

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

			DECORATT NOMBER		
	Company or individual	bidding:			
	Company representati	ve's name:			
	Address:				
	City:	State:	Zip:	_	
IF AVAILA	ABLE, PLEASE PLACE	THE PERSONALIZED LABEL FF	ROM YOUR PROSP	PECTUS IN THE ABOVE BOX.	_
Individual	l or company representa	itive's signature :		Date:	
Phone nu	ımber :	Em	nail (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

^{*}The volumes are statistically estimated within plus (+) or minus (-) 22.42 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.



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:				
r orest management omt.				

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.			

•	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	Please Check Appropriate Categories:		
1.	My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation		
2.	You must check <u>one</u> of the boxes below: 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.		
	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).		
	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.	you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other nan yourself, including family members and active partners (if none, you must enter "0").		
	Full-time Employees	Part-time Employees	
Van	Name of Business Federal ID	Federal ID (or) Social Security No.	
Add	Address Telephone (Telephone ()	
City	City State ZIP		
	hereby certify that the above information is true and correct. I agree to n factors affecting my coverage during any of my present and future ope		
5	Signature of Owner or Authorized Representative		
7	Title	Date	

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

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