

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6383**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 13, 2019. LOCATION: NEWBERRY MGMT UNIT, 5666 S 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:

EKG Aspen (42-014-18) / T45N, R08W, SEC. 34, S1/2NW,SWNE,N1/2SW,NWSE.
T45N, R08W, SEC. 35, N1/2NE.
Luce County, Advertised Price \$71,118.35, 87.5 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: Harvesting is limited to the period of October 1 to April 5 due to the wintering deer complex.

<u>Cabinland Hardwoods</u> (42-022-18) / T50N, R07W, SEC. 21, N1/2NE.

Chippewa County, Advertised Price \$11,709.90, 79.7 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: No new roads will be permitted in any Payment Unit.

The Maple Block Road also serves as a snowmobile trail in the winter months, and is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

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. 07/02/2018):

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, 5666 S STATE HWY M 123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on June 13, 2019. 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 (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

EKG Aspen (42-014-18)

T45N, R08W, SEC. 34; T45N, R08W, SEC. 35. Luce County (Advertised Price \$71,118.35)

SALE NOTE: Harvesting is limited to the period of October 1 to April 5 due to the wintering deer complex.

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*		ADV	ERTISED PRICE
Sawtimber				
Black Cherry	1.10	MBF	\$	138.00 / MBF
Paper Birch	12.60	MBF	\$	76.00 / MBF
Red Maple	19.50	MBF	\$	116.00 / MBF
Sugar Maple	5.40	MBF	\$	419.00 / MBF
White Pine	3.10	MBF	\$	68.00 / MBF
Pulpwood				
Balsam Fir	262.00	Cords	\$	13.95 / Cord
Mixed Aspen	1,245.00	Cords	\$	28.60 / Cord
Mixed Hardwood	496.00	Cords	\$	16.20 / Cord
Paper Birch	153.00	Cords	\$	17.65 / Cord
White Pine	92.00	Cords	\$	24.00 / Cord
White Spruce	720.00	Cords	\$	18.15 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.42 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 \$3,556.00 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	9.9%
02	7.6%
03	62.3%
04	20.2%

- 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	16.0	Cords	9.5	\$7,066.15
	Mixed Aspen		148.0	Cords		
	Quaking Aspen		148.0	Cords		
	Mixed Hardwood		17.0	Cords		
	Black Cherry		16.0	Cords		
	Red Maple		1.0	Cords		
	Paper Birch		6.0	Cords		
	White Pine		18.0	Cords		
	White Spruce		99.0	Cords		
2	Balsam Fir	Pulpwood	11.0	Cords	8.1	\$5,398.75
	Mixed Aspen		82.0	Cords		
	Quaking Aspen		82.0	Cords		
	Mixed Hardwood		11.0	Cords		
	Black Cherry		11.0	Cords		
	White Pine		3.0	Cords		
	White Spruce		146.0	Cords		
3	Black Cherry	Sawtimber	1.1	MBF	51.7	\$44,266.40
•	Paper Birch		8.5	MBF		<b>*</b> · · · <b>,</b> — · · · · ·
	Red Maple		2.8	MBF		
	Sugar Maple		5.4	MBF		
	White Pine		1.9	MBF		
	Balsam Fir	Pulpwood	186.0	Cords		
	Mixed Aspen	i dipwood	824.0	Cords		
	Balsam Poplar		21.0	Cords		
	Quaking Aspen		803.0	Cords		
	Mixed Hardwood		282.0	Cords		
	Black Cherry		112.0	Cords		
	Ironwood		4.0	Cords		
	Red Maple		113.0	Cords		
	Sugar Maple		53.0	Cords		
	Paper Birch		136.0	Cords		
	White Pine		65.0	Cords		
	White Spruce		334.0	Cords		
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4	Paper Birch	Sawtimber	4.1	MBF	10.2	\$14,387.05
	Red Maple		16.7	MBF		
	White Pine	Dedama	1.2	MBF		
	Balsam Fir	Pulpwood	49.0	Cords		
	Mixed Aspen		191.0	Cords		
	Balsam Poplar		4.0	Cords		
	Quaking Aspen		187.0	Cords		
	Mixed Hardwood		186.0	Cords		
	Black Ash		2.0	Cords		
	Red Maple		181.0	Cords		
	Yellow Birch		3.0	Cords		
	Paper Birch		11.0	Cords		
	White Pine		6.0	Cords		
	White Spruce		141.0	Cords		
		TOTAL:	41.7	MBF		

#### Sale Specific Conditions & Requirements

Sale Name: EKG Aspen Sale Number: 42-014-18 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 4, cut all trees that are two (2) inches or more at DBH. In addition, within Payment Units 2, 3, and 4, leave all hemlock where present. Also, leave one (1) mature conifer every two (2) acres scattered throughout the stand.

#### 2.2 - Utilization

#### 2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 1 - 4, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 3 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 double earthen berms at strategic locations. 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. 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

#### 5.2 - 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.

#### 5.2.2 - 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 - 4, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of October 1 to April 15. This restriction is because of the wintering deer complex.

#### 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)

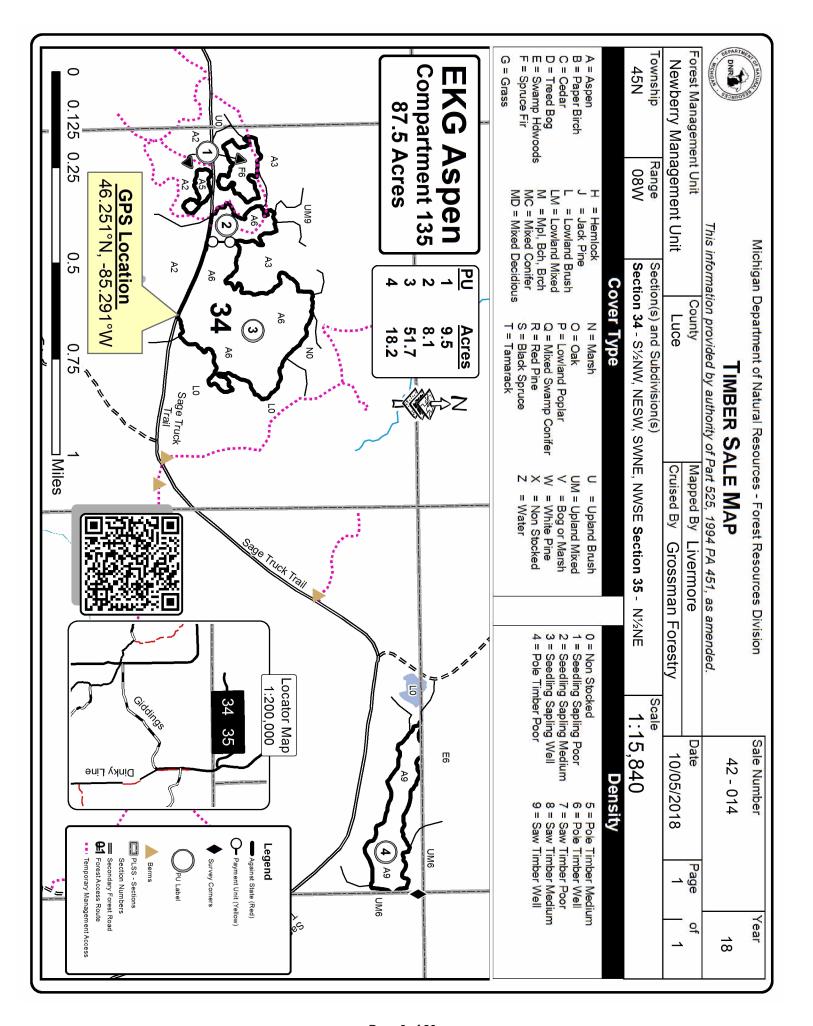
Operations are to cease immediately if equipment and weather conditions result in rutting of roads which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

Section Name: Sale Specific Current as of 4/25/2019 1:15:07PM



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#### TIMBER SALE INFORMATION

# Cabinland Hardwoods (42-022-18) T50N, R07W, SEC. 21.

Chippewa County (Advertised Price \$11,709.90)

SALE NOTE: No new roads will be permitted in any Payment Unit.

The Maple Block Road also serves as a snowmobile trail in the winter months, and is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

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>	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawtimber						
Red Maple	7.40	MBF	\$	116.00 / MBF		
Sugar Maple	1.30	MBF	\$	419.00 / MBF		
Pulpwood						
Balsam Fir	27.00	Cords	\$	13.95 / Cord		
Mixed Hardwood	576.00	Cords	\$	16.20 / Cord		
White Spruce	33.00	Cords	\$	18.15 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 20.27 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 \$585.00 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

01

54.3%

02

45.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	4.3	MBF	39.3	\$6,353.45
	Sugar Maple		0.3	MBF		
	Balsam Fir	Pulpwood	24.0	Cords		
	Mixed Hardwood		296.0	Cords		
	Beech		15.0	Cords		
	Red Maple		258.0	Cords		
	Sugar Maple		23.0	Cords		
	White Spruce		33.0	Cords		
2	Red Maple	Sawtimber	3.1	MBF	40.4	\$5,356.45
	Sugar Maple		1.0	MBF		
	Balsam Fir	Pulpwood	3.0	Cords		
	Mixed Hardwood		280.0	Cords		
	Beech		32.0	Cords		
	Red Maple		195.0	Cords		
	Sugar Maple		49.0	Cords		
	Yellow Birch		4.0	Cords		
		TOTAL:	8.7	MBF		
		TOTAL:	636.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Cabinland Hardwoods Sale Number: 42-022-18 Seq#: 1

#### 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 yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Interior Payment Unit boundaries are marked with yellow paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 & 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. There will be only one division per Payment Unit.

#### 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 within the sale area.

#### 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.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash may exceed 36 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.

#### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 1 & 2, cutting, skidding and hauling occur during snow-free conditions (non-snowmobile season months). The reason for the recommendation is because the Maple Block Road is the main access route to this sale and it also serves as a snowmobile trail during the snowmobile season.

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

The Maple Block Road also serves as a snowmobile trail in the winter months and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. 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. Contact Chippewa County Road Commission to gain permission to plow this seasonal county road in the winter months.

#### 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

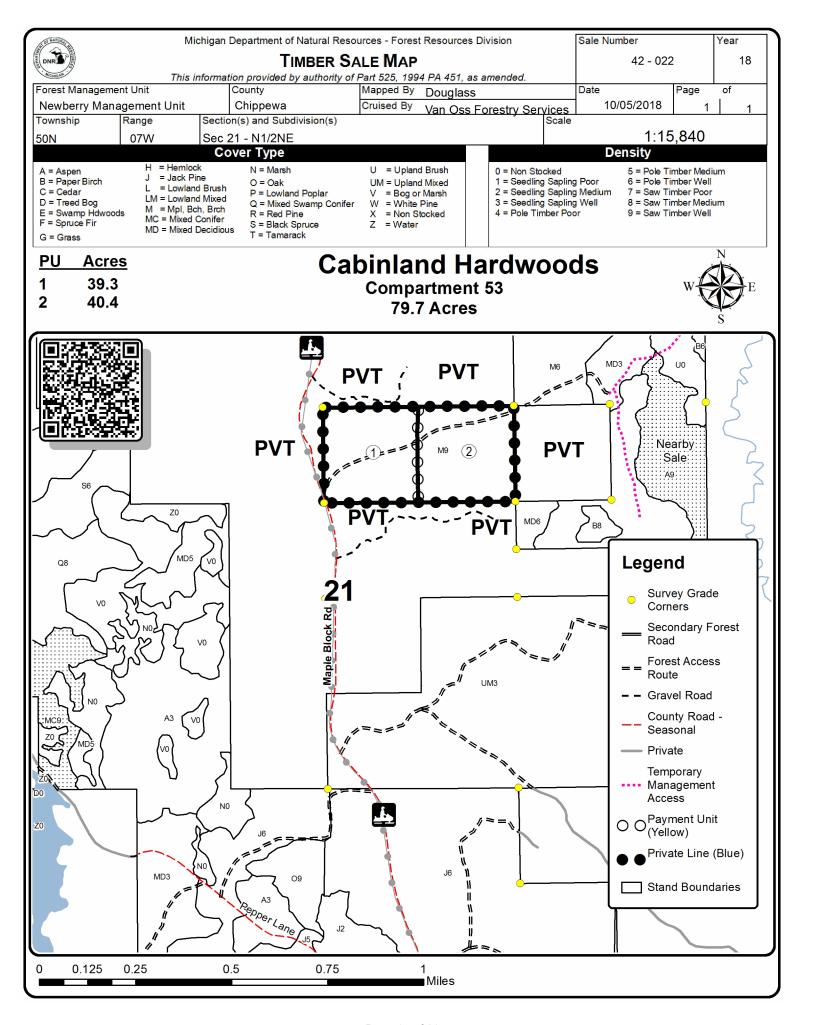
#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Maple Block Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

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

The Purchaser is responsible for posting and maintaining caution signs on Snowmobile Trail #8 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 DNR will provide these signs.

Section Name: Sale Specific Current as of 4/25/2019 11:27:24AM



#### **BID FORM**

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

#### EKG Aspen (42-014-18)

T45N, R08W, SEC. 34; T45N, R08W, SEC. 35; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on June 13, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED V	OLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber					
Black Cherry	1.10	MBF	\$	138.00/MBF	\$
Paper Birch	12.60 N	MBF	\$	76.00/MBF	\$
Red Maple	19.50 N	MBF	\$	116.00/MBF	\$
Sugar Maple	5.40 N	MBF	\$	419.00/MBF	\$
White Pine	3.10	MBF	\$	68.00/MBF	\$
Pulpwood					
Balsam Fir	262.00	Cords	\$	13.95/Cord	\$
Mixed Aspen	1,245.00	Cords	\$	28.60/Cord	\$
Mixed Hardwood	496.00	Cords	\$	16.20/Cord	\$
Paper Birch	153.00	Cords	\$	17.65/Cord	\$
White Pine	92.00	Cords	\$	24.00/Cord	\$
White Spruce	720.00	Cords	\$	18.15/Cord	\$
1					

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.42 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.

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 individua	l bidding:		<u></u>				
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.								
ndividual or company representative's signature: Date:								
Phone nu	hone 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



Title

## Michigan Department of Natural Resources Forest Resources Division

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

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

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

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE • This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber

- sale contract.

  In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.
- All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. 

  Sole Proprietorship (individual) B. 

  Partnership C. 

  Corporation You must check one of the boxes below: A.  $\square$  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. \( \Backslash \) I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twentyone (21) days of the contract award. 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative

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

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

#### <u>Cabinland Hardwoods (42-022-18)</u> T50N, R07W, SEC. 21; Chippewa COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on June 13, 2019, 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*	ADVERTISED PRICE		BID PRICE/U	JNIT
Sawtimber						
Red Maple	7.40	MBF	\$	116.00/MBF	\$	_
Sugar Maple	1.30	MBF	\$	419.00/MBF	\$	
Pulpwood						
Balsam Fir	27.00	Cords	\$	13.95/Cord	\$	_
Mixed Hardwood	576.00	Cords	\$	16.20/Cord	\$	
White Spruce	33.00	Cords	\$	18.15/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 20.27 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SECU	RITY 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 nu	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.

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

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.		
•	All Information must be typed or printed except for written signatures.		
Please Check Appropriate Categories:			
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>		
2.	<ul> <li>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>		
	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		
Name of Business		Federal ID (or) Social Security No.	
Address		Telephone ( )	
City	ty State	ZIP	
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative			
Ī	Title	Date	

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

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