

STATE OF ALASKA  
DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF FORESTRY

TIMBER SALE PROSPECTUS

Timber Sale: BABY BROWN/GLACIER SIDE SALE (NSE-1594)

INTRODUCTION

This prospectus is intended to furnish sufficient information to enable prospective bidders to decide whether further investigation of the sale is warranted. Descriptions, estimates and other information within this prospectus are not a part of the contract unless otherwise stated. Should the prospectus be in error or contradict the sample contract, the sample contract governs. Prospective bidders are urged to examine the timber sale and to make their own estimates. Estimated quantities and quality of timber in the contract are not guaranteed. The sale area and sample contract should be reviewed prior to submission of a bid.

LOCATION AND AREA

The "Baby Brown/Glacier Side" timber sale is located approximately 37 air miles northwest of Haines, Alaska. This sale combines harvest units in the Baby Brown (NSE-1549) and Glacier Side 2 (SE-717-H) timber sale offerings into a single offering within the sale area. The Baby Brown/Glacier Side timber sale represents an estimated 23.1 million board feet of timber on approximately 1,006 acres located on the south side of the Klehini River drainage between Porcupine and Jarvis Creeks. Access to the sale area on the state road system is via the Haines Highway to the 26-mile steel bridge to the Little Salmon Road to the Sunshine Mountain Road to the Porcupine Road to the sale area. The sale area, consisting of 4,992 acres, more or less, is within portions of Sections 14, 15, 16, 21, 22, 23, 24, 25, 26, 27, and 36 in Township 28 South Range 53 East, and Sections 19, 28, 29, 30, 31, 32, and 33 in Township 28 South Range 54 East, Copper River Meridian. Exhibit A, attached, depicts this area and associated sale information for reference.

VOLUME AND DESCRIPTION OF TIMBER

The timber volumes are estimates based on the average volume per acre found in the Haines State Forest Inventory Report (May 1994) with the species and product table below derived from variable plot cruise data collected from 252 acres sampled in 1997/98 adjacent to Glacier Creek. This data provided estimated volume distribution by species and product presented in the table below. This information is available for inspection at the Division of Forestry Office in Haines. The State neither expressly nor impliedly warrants its quantity estimate, nor the quality or marketability of the timber sold. Prospective bidders should visit the site and evaluate the timber before bidding to determine economic value independently of the estimates presented in this sale prospectus.

The Baby Brown/Glacier Side Timber Sale Area contains 13 proposed harvest units totaling approximately 1,006 acres. The attached Sale Area map illustrates the harvest unit locations and proposed harvest road location.

Estimated Net Sale Volumes (Net Scribner based on NW Grading Rules)

Species & Product	Volume
Spruce Sawlog	2,780 MBF
Spruce Utility	604 MBF
Hemlock Sawlog	13,902 MBF
Hemlock Utility	5,801 MBF
<b>Total Volume</b>	<b>23,087 MBF</b>

Other Timber Characteristics:

Estimated Net Volume per Acre = 23.6 MBF  
Average Logs per MBF = 5.4 logs/MBF

BIDDING:

- This is a SEALED BID, SCALED SALE.
- To qualify for bidding all bidders must, prior to the bid opening, submit a copy of their current Alaska Business License. The business license copy may accompany the sealed bid.  
SEALED BIDS SHALL BE SUBMITTED, ON FORMS PROVIDED BY THE DIVISION OF FORESTRY, marked on the outside with "Bid NSE-1549, Baby Brown" and addressed to the Division of Forestry, Ketchikan Office, 2417 Tongass Avenue Suite 213, Ketchikan, Alaska 99901.
- Bids will be accepted until and will be opened at 2pm local time on March 4, 2021 in the Division of Forestry's Office, Ketchikan Alaska.

Bidders must submit offers based on timber species per one thousand board feet of volume (MBF). Bids shall be for Spruce Sawlog, Hemlock Sawlog and Utility (all species) in net saw log or net utility volume (MBF), separately. The minimum total acceptable bid for the total sale volume is \$292,499.00 USD (United States Dollars). The appraised minimum value of the sale was determined by transactional evidence of timber sales sold in the area within the last 5 years, in accordance with 11 AAC 71.092(c).

The State reserves the right to reject any or all bids. Unless all bids are rejected, the State will award the sale to the responsible qualified bidder offering the highest total bid for the sale. If a tie between two responsible qualified bidders offering the high bid occurs, the successful bidder will be determined by lot at the time of bid opening.

If bidding as an agent for an individual, partnership, or corporation, the agent must submit with the bid a notarized power-of-attorney authorizing such agency. No agent may represent more than one principal or bid in competition with the agent's principal.

**Bid Guarantee:** A bid deposit in the amount of 5% of the total bid will be required at the time bids are submitted. Deposits from unsuccessful bidders will be returned at the time the sale is awarded. The deposit furnished by the high bidder whose bid was declared acceptable will be retained as liquidated damages if the bidder does not

execute the contract and furnish a satisfactory performance bond within 30 days of receipt of the contract for execution.

PERIOD OF CONTRACT: The contract shall be for a period of 60 months (5 years) from the date signed by the STATE. To protect soil productivity, stability, and environmental quality, the STATE reserves the right to temporarily suspend operations during periods of excessive wetness that risk creating saturated soil conditions or fluidity of soil layers within harvest units or along proposed road locations. Operations may also be suspended during periods when snow cover depth exceeds 12 inches on average across the active harvest unit(s) if adequate scarification for regeneration is not occurring or provided for in the operating plan.

STUMPAGE PAYMENT: The payment for stumpage will be based on an independent third party scaled volume. Timber volume will be calculated based on the “Official Log Scaling and Grading Rules” developed by the Northwest Log Rules Advisory Group for the Log Scaling and Grading Bureaus of the Pacific Northwest. The purchaser will pay stumpage for the sale in regular payments, based on monthly log scale receipts as described in the timber sale contract.

1. Stumpage Deposit. The amount of the stumpage deposit will be determined by the Operating Plan and will be based on the value of the harvest of two months of timber volume at the sale contract award amount. If the level of productivity increases over the term of the contract, a corresponding increase to the stumpage deposit amount will occur.
2. Initial Stumpage Payment. An initial stumpage payment of thirty thousand dollars (\$30,000.00 USD) is due prior to the start of harvest activities or at the time of contract signing if the anticipated start of harvest operations is less than 30 days from the date of contract signing.

PERFORMANCE BOND: A performance bond is required. The sum of the bond will be One Hundred Forty thousand dollars (\$140,000.00 USD) and shall be in the form of a cashier’s check, money order, time certificate of deposit (with automatic renewal) in the State’s name in trust for the purchaser, or surety made payable to the STATE.

The DOF will consider progressive release of portions of the bonding to the contractor as significant infrastructure is satisfactorily constructed and/or closed (in the case of the “Secondary Roads”) according to contract specifications and DOF acceptance throughout the active contract period. If the contractor fails to execute the contract work, performance bond revenue will be retained by the State to compensate the State for costs incurred to complete unfinished work or properly close the road system to protect other resources from degradation.

The Purchaser will have 30 days from the receipt of the contract to sign, notarize and return it to the Division of Forestry, Ketchikan Office, 2417 Tongass Avenue Suite 213, Ketchikan, Alaska 99901, along with the performance bond.

PRIMARY MANUFACTURE: Primary manufacture of logs from this sale is not required.

LOG SCALING: Log scaling by a third party at the expense of the PURCHASER, independent of the STATE or the PURCHASER, is required. This will be the basis for payment to the STATE for the sale volume as described in the contract. The STATE reserves the right to inspect all third-party scaling activities related to the determination of stumpage volume at any time. A scaling plan will be submitted by the Purchaser prior to operating and is subject to approval by the STATE.

Truck load or bundle scaling is the anticipated method for scaling and accountability. A Sample Scale of 1 in ten loads/bundles must be laid down to allow individual log scaling. This sample scale will be used to maintain a 90% tolerance level of accuracy with regard to the truck/bundle scale results.

UNIT DESIGN: Unit design for this timber sale has been prepared by the STATE and presented in the Baby Brown Timber Sale Forest Land Use Plan (FLUP) adopted 2/15/2018 and in the FLUP for the Glacier Side 2 Timber Sale adopted March 2006. The Glacier Side 2 Timber Sale consisted of two harvest units which have been included in this sale without modification based on the adopted 2006 FLUP. The DOF has merged the two FLUP documents into one record titled the Baby Brown/Glacier Creek Side Sale NSE-1594 published to the record on 01/29/2021. The purchaser may request modification of the units through their submitted operating plan. The State is under no obligation to change the FLUP or accept the purchaser's changes. If the State does not agree to the modification the Purchaser is required to conform to the original FLUP. The extent of any review required by the requested changes is per the DOF's discretion. Regardless, the purchaser is required to only operate under an approved operating plan. These FLUPs represent the proposed timber sale activity per the requirements of the Alaska Forest Practices Act and Regulations and the Haines State Forest Management Plan (rev. 2002). The State administratively developed these FLUPs in coordination with other State Agencies and the timber harvest methods detailed in the contract represent the best management practices formed through that process.

TOPOGRAPHY AND STAND CONDITIONS: The sale is located on moderate rolling terrain with some units having slopes greater than 45% incline, but typically not more than 67%. Cutting units are proposed for selective harvest and clear cutting to occur on 1006 acres within 13 harvest units based on slope and stand conditions and a typical operator's ability to employ ground based and cable yarding systems in southeast Alaska. Yarding methods will be subject to approval by the STATE. The State has prepared Harvest System Maps for each unit identifying areas suitable for ground or cable yarding systems which is presented in the FLUP. These designations are based on typical yarding systems and standard limitations of those systems. The purchaser's operation plan should be developed based on the State's Harvest System Maps with the understanding that site specific adjustments to that plan can occur with the approval of the State.

VALID AND EXISTING RIGHTS: The Haines Borough is the local managing authority for the Porcupine Road connecting the Klehini Bridge crossing at 26 Mile on the Haines Highway with the Porcupine town site at the bridge crossing Porcupine Creek. Constantine Metals, Inc. currently holds subsurface mining rights throughout the sale area. The East Glacier Creek Road is a primary use road for access to the current mining operations.

REQUIRED INFRASTRUCTURE:

Estimated Miles of Road Construction

New Main Haul	7.1
Reconstruct Main Haul	2.8
New Spur	2.2

All roads and bridges shall meet the applicable DOF Forest Road and Bridge Standards specified in the contract. The standards are accessible for download at: <http://forestry.alaska.gov/resources>

The sale will require the installation of two permanent crossing structures that will remain in place following sale closeout procedures across Glacier Creek and Sarah Creek on the main haul road accessing the harvest areas west of Glacier Creek. These bridges are owned by the State and will remain the property of the State.

The Glacier Creek crossing structure provided by the State is a 60-foot modular steel span constructed by Big R Construction. This bridge was staged in 2014 near Porcupine Creek. The purchaser shall transport the bridge to the Glacier Creek location, provide necessary repairs to the running planks, new bridge fasteners meeting design specifications and install the structure. The Sarah Creek crossing structure provided by the State is located at the State Department of Transportation yard in Haines and is a 40-foot modular steel span constructed by Hamilton Construction. The purchaser shall transport the bridge from its current location to Sarah Creek, provide new bridge fasteners meeting design specifications and assemble and install the structure.

The purchaser will additionally provide and install one 60-foot temporary bridge in Unit 701 that will require removal at the close of harvest activities. The type of structure and design is unspecified.

Typical log cribbing retaining structures following Southeast Road and Bridge Standards are proposed for construction of bridge approaches and support at all locations. Installations will meet standards for the protection of stream banks and seasonal flow characteristics including water quality. Designs for approach log cribbing structures are available for review at the Haines DOF office that have been preapproved by ADFG and DOF. Alternate design approaches shall be submitted to the DOF for review and acceptance prior to installation.

Main haul roads are located on the ground by the State and marked with orange flagging. Main haul road crossing structure locations will be marked on the ground by the State with typical three-foot road stakes with referencing stationing prior to operations and as required for purchaser operational planning. Spur roads are depicted on the Harvest Unit Maps and are currently marked on the ground with white flagging. Modifications to spur roads to improve the purchaser's harvest operations may be made following review and approval by the State.

Joint road use is expected on the East Glacier Creek Road between the Purchaser and Constantine Metals, the operator of the ongoing Glacier Creek exploratory mining operations south of the timber sale area. When the Purchaser jointly uses the roads in this sale area with other authorized parties, the Purchaser shall enter into a joint use road agreement prior to operating on these roads to provide for adequate maintenance and compatible use.

Non running surfaces of roads bared of vegetation from road construction activities shall be grass seeded and fertilized in a timely manner to adequately control erosion. Seed mix shall be preapproved by DOF and meet State regulations and guidelines for seed sources and quality assurances for invasive species.

EXTENSIONS: Extensions are not generally granted, except in instances where the STATE suspends operations for reasons stated above; then, an amount of time equal to that of the suspension may be added to the contract period. Additional extensions may be granted for up to one additional year by the State upon the PURCHASER'S written request and an advance payment of \$1,000.00. Any request for an extension shall be made at least thirty (30) days prior to the contract expiration date. Such extension may be granted by the STATE, at the STATE's sole discretion. The total extension time will not exceed one year.

RESERVATIONS: The state reserves the right to waive technical defects in this prospectus and reject any and all high bids. The State reserves the right to award the timber for the amount of the next high bid to the next highest bidder if the Director considers the highest bidder unqualified to fulfill the requirements of the contract, or if the contract is not executed by the highest bidder. The State also reserves the right to waive any informality in the bids received whenever the waiver is in the best interests of the State. The State will reject a bid containing or submitted with a condition or qualification on or a material alteration of the terms as specified in the notice of sale, or which is not in accordance with the law.

**DISCLAIMER:**

This Prospectus is subject to the following disclaimers:

The information provided in the prospectus is only general background information. The bidder has full and unrestricted access to the sale area and has the full and unlimited opportunity to closely inspect the property, timber access, infrastructure, and operating conditions and has evaluated options available for transporting logs, fuel, equipment, and material; and the bidder is knowledgeable of timber and is relying solely upon its own expertise or that of its consultants.

The bidder assumes each, every and all risk regarding the sale and purchase of timber from the DOF.

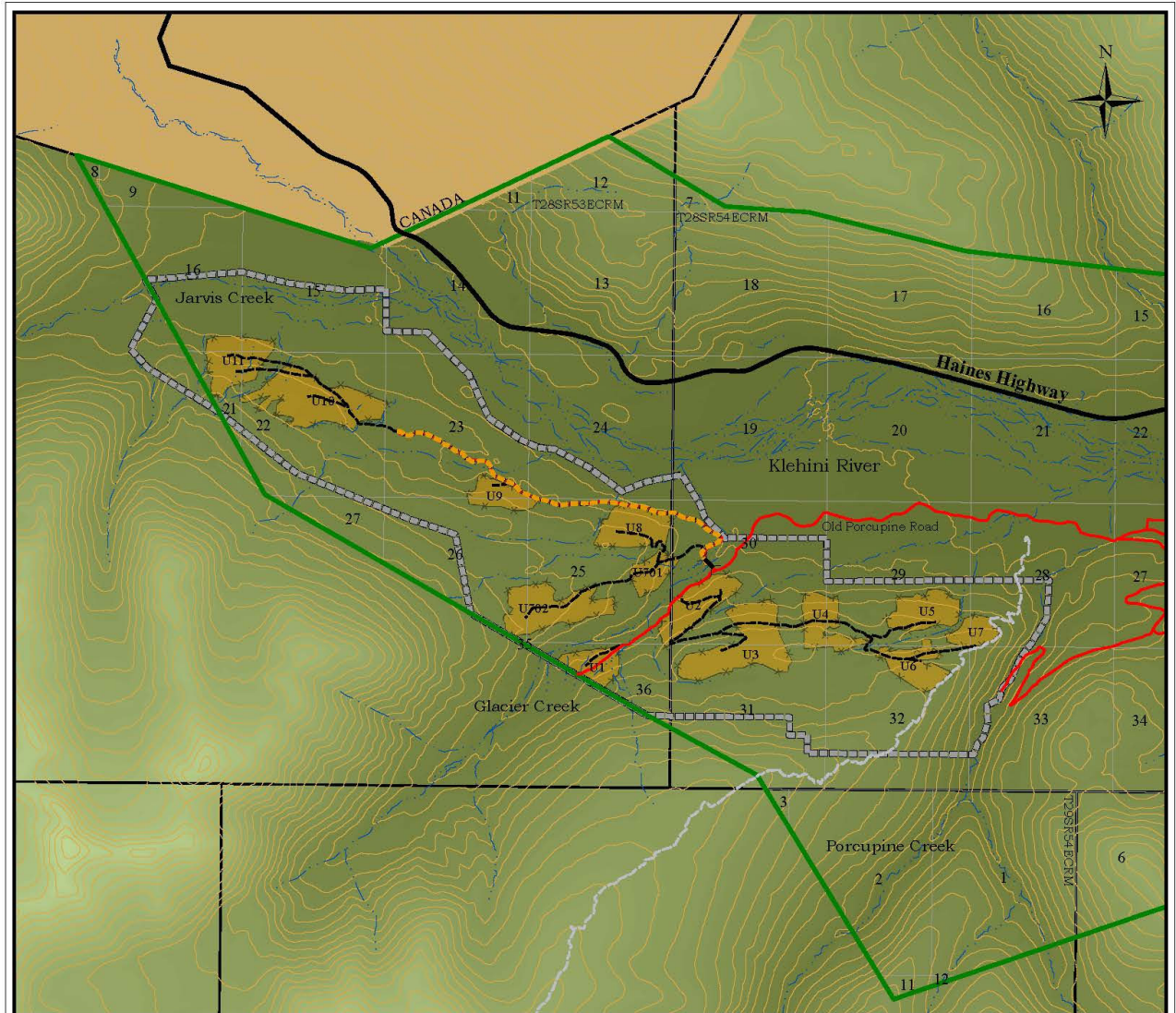
The bidder accepts full responsibility for determining timber volume and species composition, and operational conditions as they pertain to the bidder's markets, needs, equipment and other resources.

The bidder may not rely in any manner upon any representation by the DOF or any of its employees or representatives outside the provisions of this prospectus or the terms and conditions of the draft contract, for any purpose, including the interpretation of any provision of the prospectus or compliance with the requirements of the prospectus. No amendment of this prospectus may be made orally.











The maps provided with this prospectus are approximate and no guarantee or warranty is made as to their accuracy. It is the bidder's responsibility to examine the sale area and take such other steps as may be necessary to ascertain the exact character and location of the sale area, the general and local conditions which can affect this project, and to satisfy itself as to quantities and quality of timber present.

The DOF believes the statements in this prospectus are substantially accurate. However, the DOF cannot and does not make any warranties or representations of any kind or character, expressed or implied, as to the availability, quantity, quality, harvestability, merchantability, fitness for a particular use or purpose, matters of title, physical conditions, availability of access, operating projections, valuations, governmental regulations, or any other matter concerning the timber offered here in for sale. The composition of the timber offered for sale is not warranted for grade, size, density defect, taper or any other stand or log component. The DOF will not be liable under any circumstances for any damages relating to the purchase or use of such timber or any infrastructure or for any special, consequential, or incidental damages. The DOF will not be liable for and will not pay any costs incurred due to the rejection for any reason of any or all bids, cancellation of this bid, the successful bidder's failure to execute the Contract or any other reason, including fault of DOF or its representatives.

GENERAL: Communication regarding the timber sales will not be considered relevant unless presented in writing. Further information, including copies of this prospectus, bid form, sample contract and volume determination data may be obtained by writing to Division of Forestry – Haines State Forest Office, P.O. Box 263, Haines, AK 99827, by calling (907) 766-2120 or by contacting the Haines State Forest Office, Attention: Forester in Charge or by email at [greg.palmieri@alaska.gov](mailto:greg.palmieri@alaska.gov). The information and documents may also be picked up in person by visiting the Haines State Forest Office in Room 26A, Gateway Building, 219 Main Street, in Haines.



**Legend**

-  Haines State Forest Bdry
-  Sale Area Boundary
-  Haines Highway
-  HSF Roads - existing
-  Road Reconstruction
-  Road - New Construction
-  1100 Rd; 1405 Rd
-  River/Stream
-  Harvest Units
-  Flower Mtn. Trail



Map Projection: State Plane NAD83 2011  
 Map Scale: 1 inch = 1 Mile  
 Contour Interval - 200 feet

**HAINES STATE FOREST**  
**Baby Brown/Glacier Side Timber Sale**  
**NSE - 1594**  
**Sale Area Map - Exhibit A**

**State of Alaska**  
**Division of Forestry**  
**Haines Office**

Prepared by: HNS/DOP/GIP - 12/2020

"Develop, conserve, enhance, and manage the state's  
 forests to provide a sustainable yield of forest  
 resources for Alaska ..."

