

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #6116**

SCHEDULED SALE DATE AND TIME: 1:00 p.m. (local time) on May 21, 2018. LOCATION: GWINN MGMT UNIT, 410 WEST M-35, GWINN, MI 49841.

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

# <u>CF Hardwood</u> (32-102-17)

Dickinson County, Advertised Price \$428,549.05, 694.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Note that Payment Units 1-4 and 6-8 are primarily pulpwood and were cruised using the Cumulative method. Payment Units 5 and 9-14 were cruised using mark and tally for sawlogs; the cumulative method was used for pulpwood. Payment Units 15-24 were cruised using the cumulative method for sawlogs and pulpwood.

Payment Units 1-3 are optional due to challenging access. Operations are limited to January 1 - March 30 due to wet soil conditions and wet access. See spec 2.1.11 for details.

200 yards of fill is required to prepare the West Tower Road for hauling. See spec 4.1.8 for details.

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

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

Bids must be received by the Unit Manager, GWINN OFFICE, 410 WEST M-35, GWINN, MI 49841, no later than 1:00 p.m. (local time) on May 21, 2018. For further information concerning this sale, contact Tom Seablom at 906-346-9201.

# 2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

#### 3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

# 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

### 5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

# 6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

# 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

# 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

# 9. Timber Sale Contract (11/17)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

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

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

# 11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

#### 12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

#### 13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

#### CF Hardwood (32-102-17)

Dickinson County (Advertised Price \$428,549.05)

SALE NOTE: Note that Payment Units 1-4 and 6-8 are primarily pulpwood and were cruised using the Cumulative method. Payment Units 5 and 9-14 were cruised using mark and tally for sawlogs; the cumulative method was used for pulpwood. Payment Units 15-24 were cruised using the cumulative method for sawlogs and pulpwood.

Payment Units 1-3 are optional due to challenging access. Operations are limited to January 1 - March 30 due to wet soil conditions and wet access. See spec 2.1.11 for details.

200 yards of fill is required to prepare the West Tower Road for hauling. See spec 4.1.8 for details.

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>	ED UNITS*	ADV	ERTISED PRICE
Sawtimber				
Basswood	1,548.40	MBF	\$	116.00 / MBF
Black Cherry	0.50	MBF	\$	163.00 / MBF
Paper Birch	12.10	MBF	\$	83.00 / MBF
Red Maple	3.80	MBF	\$	84.00 / MBF
Red Oak	76.90	MBF	\$	171.00 / MBF
Red Pine	88.40	MBF	\$	174.00 / MBF
Sugar Maple	130.80	MBF	\$	338.00 / MBF
White Ash	7.80	MBF	\$	62.00 / MBF
White Pine	2.70	MBF	\$	58.00 / MBF
Pulpwood				
Balsam Fir	489.00	Cords	\$	32.10 / Cord
Basswood	2,725.00	Cords	\$	10.35 / Cord
Jack Pine	12.00	Cords	\$	46.80 / Cord
Mixed Aspen	1,364.00	Cords	\$	34.05 / Cord
Mixed Hardwood	2,228.00	Cords	\$	22.15 / Cord
Mixed Spruce	657.00	Cords	\$	31.35 / Cord
Red Pine	109.00	Cords	\$	61.25 / Cord
Tamarack	387.00	Cords	\$	17.10 / Cord

<sup>\*</sup> 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 \$21,427.00 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

IIT NUMBER	PERCENT OF TOTAL SA
01	2.6%
02	3.0%
03	1.8%
04	2.2%
05	0.8%
06	1.5%
07	7.3%
08	7.4%
09	0.6%
10	2.9%
11	2.4%
12	3.7%
13	2.7%
14	1.8%
15	2.1%
16	6.4%
17	11.3%
18	8.2%
19	7.9%
20	2.5%
21	6.4%
22	3.3%
23	7.5%
24	3.7%

<sup>4.</sup> If no cutting takes place, the 10% down payment will not be refunded.

<sup>5.</sup> Operations on the contract issued will terminate on 11/30/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	3.0	Cords	14.4	\$10,995.95
	Mixed Aspen		2.0	Cords		
	Balsam Poplar		2.0	Cords		
	Mixed Hardwood		2.0	Cords		
	Paper Birch		2.0	Cords		
	Mixed Spruce		217.0	Cords		
	Black Spruce		217.0	Cords		
	Tamarack		233.0	Cords		
2	Paper Birch	Sawtimber	0.5	MBF	12.7	\$12,868.55
	Balsam Fir	Pulpwood	114.0	Cords		
	Jack Pine		10.0	Cords		
	Mixed Aspen		64.0	Cords		
	Balsam Poplar		19.0	Cords		
	Quaking Aspen		45.0	Cords		
	Mixed Hardwood		40.0	Cords		
	Paper Birch		15.0	Cords		
	Red Maple		25.0	Cords		
	Mixed Spruce		165.0	Cords		
	Black Spruce		164.0	Cords		
	White Spruce		1.0	Cords		
	Tamarack	D	27.0	Cords	4.5.4	<b>*= -</b>
3	Balsam Fir	Pulpwood	50.0	Cords	12.1	\$7,799.60
	Mixed Aspen		30.0	Cords		
	Balsam Poplar		26.0	Cords		
	Quaking Aspen		4.0	Cords		
	Mixed Hardwood		17.0	Cords		
	Paper Birch		2.0	Cords		
	Red Maple		15.0	Cords		
	Mixed Spruce		87.0 <i>87.0</i>	Cords		
	Black Spruce			Cords Cords		
	Tamarack	0	121.0		40.4	#0.007.0F
4	Basswood	Sawtimber	0.8	MBF	13.4	\$9,637.65
	Black Cherry		0.5 2.1	MBF MBF		
	Sugar Maple Balsam Fir	Pulpwood	14.0	Cords		
	Basswood	Fulpwood	11.0	Cords		
	Mixed Aspen		167.0	Cords		
	Quaking Aspen		167.0	Cords		
	Mixed Hardwood		72.0	Cords		
	American Elm		3.0	Cords		
	Black Cherry		4.0	Cords		
	Ironwood		1.0	Cords		
	Sugar Maple		61.0	Cords		
	White Ash		3.0	Cords		
	Mixed Spruce		29.0	Cords		
	White Spruce		29.0	Cords		
5	Basswood	Sawtimber	14.8	MBF	9.8	\$3,586.05
J	Paper Birch	53.1551	0.1	MBF	0.0	ψο,σσσ.σσ
	Sugar Maple		0.1	MBF		
	White Ash		0.6	MBF		
	Basswood	Pulpwood	128.0	Cords		
	Mixed Hardwood		21.0	Cords		
	American Elm		1.0	Cords		
	Ironwood		2.0	Cords		
	Paper Birch		3.0	Cords		
	Sugar Maple		14.0	Cords		
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# Description of Timber by Payment Unit (PU), con't

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
con't	White Ash	Pulpwood	1.0	Cords		
6	Basswood	Sawtimber	3.5	MBF	11.3	\$6,589.35
	Sugar Maple		2.0	MBF		
	Balsam Fir	Pulpwood	3.0	Cords		
	Basswood		11.0	Cords		
	Mixed Aspen		103.0	Cords		
	Balsam Poplar		6.0	Cords		
	Quaking Aspen		97.0	Cords		
	Mixed Hardwood		61.0	Cords		
	Black Cherry		4.0	Cords		
	Ironwood		11.0	Cords		
	Sugar Maple		46.0	Cords		
	Mixed Spruce		14.0	Cords		
	White Spruce		14.0	Cords		
7	Basswood	Sawtimber	0.8	MBF	31.0	\$31,436.10
	Paper Birch		2.2	MBF		
	Red Maple		1.4	MBF		
	Sugar Maple		8.1	MBF		
	Balsam Fir	Pulpwood	156.0	Cords		
	Basswood	·	18.0	Cords		
	Jack Pine		2.0	Cords		
	Mixed Aspen		549.0	Cords		
	B. T. Aspen		4.0	Cords		
	Balsam Poplar		14.0	Cords		
	Quaking Aspen		531.0	Cords		
	Mixed Hardwood		117.0	Cords		
	Paper Birch		12.0	Cords		
	, Red Maple		55.0	Cords		
	Sugar Maple		50.0	Cords		
	Mixed Spruce		52.0	Cords		
	White Spruce		52.0	Cords		
	Tamarack		6.0	Cords		
8	Red Pine	Sawtimber	88.4	MBF	12.0	\$31,575.30
	Sugar Maple		3.3	MBF		ψο 1,σ1 σ.σ.
	White Pine		2.7	MBF		
	Balsam Fir	Pulpwood	42.0	Cords		
	Basswood	. a.p.irooa	14.0	Cords		
	Mixed Aspen		125.0	Cords		
	Quaking Aspen		125.0	Cords		
	Mixed Hardwood		49.0	Cords		
	Paper Birch		3.0	Cords		
	Red Maple		5.0	Cords		
	Sugar Maple		16.0	Cords		
	White Pine		25.0	Cords		
	Mixed Spruce		45.0	Cords		
	White Spruce		45.0	Cords		
	Red Pine		109.0	Cords		
9	Basswood	Sawtimber	8.5	MBF	8.3	\$2,585.20
	Paper Birch		1.0	MBF	0.0	Ψ2,000.20
	Red Maple		0.1	MBF		
	Sugar Maple		0.3	MBF		
	Basswood	Pulpwood	46.0	Cords		
	Mixed Hardwood		42.0	Cords		
	Paper Birch		5.0	Cords		
	Red Maple		1.0	Cords		
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	Sugar Maple		34.0	Cords	<u> </u>	

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
9 con't	Yellow Birch	Pulpwood	2.0	Cords		
10	Basswood	Sawtimber	49.6	MBF	28.8	\$12,407.10
	Paper Birch		1.8	MBF		
	Sugar Maple		2.5	MBF		
	Balsam Fir	Pulpwood	15.0	Cords		
	Basswood		252.0	Cords		
	Mixed Hardwood		116.0	Cords		
	Paper Birch		9.0	Cords		
	Sugar Maple		107.0	Cords		
11	Basswood	Sawtimber	43.4	MBF	22.8	\$10,240.80
	Sugar Maple		2.6	MBF		<del>+ 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 </del>
	Balsam Fir	Pulpwood	21.0	Cords		
	Basswood		141.0	Cords		
	Mixed Aspen		15.0	Cords		
	Quaking Aspen		15.0	Cords		
	Mixed Hardwood		76.0	Cords		
	American Elm		3.0	Cords		
	Sugar Maple		73.0	Cords		
12	Basswood	Sawtimber	61.5	MBF	37.7	\$16,053.95
12	Sugar Maple	Sawtiiiibei	8.4	MBF	31.1	\$10,000.90
	Basswood	Dulpwood				
		Pulpwood	229.0	Cords		
	Mixed Aspen		14.0	Cords		
	Quaking Aspen		14.0	Cords		
	Mixed Hardwood		146.0	Cords		
	Sugar Maple		146.0	Cords		
13	Basswood	Sawtimber	49.8	MBF	32.9	\$11,633.70
	Sugar Maple		3.0	MBF		
	Basswood	Pulpwood	127.0	Cords		
	Mixed Aspen		8.0	Cords		
	Quaking Aspen		8.0	Cords		
	Mixed Hardwood		147.0	Cords		
	Sugar Maple		147.0	Cords		
14	Basswood	Sawtimber	20.0	MBF	27.2	\$7,763.25
	Sugar Maple		0.3	MBF		
	Basswood	Pulpwood	89.0	Cords		
	Mixed Aspen		29.0	Cords		
	Quaking Aspen		29.0	Cords		
	Mixed Hardwood		155.0	Cords		
	Ironwood		2.0	Cords		
	Sugar Maple		153.0	Cords		
15	Basswood	Sawtimber	65.3	MBF	22.4	\$8,865.55
	Red Oak		0.2	MBF		
	Sugar Maple		0.1	MBF		
	Basswood	Pulpwood	116.0	Cords		
	Mixed Hardwood	•	1.0	Cords		
	Sugar Maple		1.0	Cords		
16	Basswood	Sawtimber	97.3	MBF	46.1	\$27,516.60
. •	Paper Birch		6.5	MBF		Ψ=1,010.00
	Red Oak		36.9	MBF		
	Sugar Maple		9.2	MBF		
	Basswood	Pulpwood	138.0	Cords		
	Mixed Aspen	i uipwoou	57.0	Cords		
	•					
	Quaking Aspen		57.0 131.0	Cords		
	Mixed Hardwood		131.0	Cords		
	Ironwood		12.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
16 con't	Paper Birch	Pulpwood	21.0	Cords		
	Red Oak		48.0	Cords		
	Sugar Maple		50.0	Cords		
17	Basswood	Sawtimber	281.5	MBF	61.7	\$47,941.05
	Red Oak		18.5	MBF		
	Sugar Maple		13.7	MBF		
	White Ash		2.1	MBF		
	Basswood	Pulpwood	339.0	Cords		
	Mixed Hardwood		174.0	Cords		
	Ironwood		2.0	Cords		
	Red Oak		22.0	Cords		
	Sugar Maple		147.0	Cords		
	White Ash	<u> </u>	3.0	Cords		
18	Basswood	Sawtimber	205.8	MBF	45.1	\$35,057.05
	Red Oak		13.4	MBF		
	Sugar Maple		10.1	MBF		
	White Ash	Dulannad	1.6	MBF		
	Basswood	Pulpwood	248.0	Cords		
	Mixed Hardwood		127.0 <i>1.0</i>	Cords		
	Ironwood		1.0 16.0	Cords		
	Red Oak		108.0	Cords Cords		
	Sugar Maple White Ash		2.0	Cords		
19		Sawtimber		MBF	49.5	¢24.022.00
19	Basswood Red Oak	Sawumber	120.0 2.6	MBF	49.5	\$34,032.90
			40.6	MBF		
	Sugar Maple White Ash		3.5	MBF		
	Basswood	Pulpwood	149.0	Cords		
	Mixed Hardwood	i uipwood	189.0	Cords		
	Red Maple		10.0	Cords		
	Red Oak		10.0	Cords		
	Sugar Maple		162.0	Cords		
	White Ash		7.0	Cords		
20	Basswood	Sawtimber	47.2	MBF	25.0	\$10,554.90
	Red Oak	ouv	5.3	MBF	20.0	ψ10,001.0
	Sugar Maple		3.1	MBF		
	Basswood	Pulpwood	73.0	Cords		
	Mixed Hardwood	,	107.0	Cords		
	Ironwood		3.0	Cords		
	Red Maple		14.0	Cords		
	Red Oak		9.0	Cords		
	Sugar Maple		70.0	Cords		
	White Ash		11.0	Cords		
21	Basswood	Sawtimber	105.9	MBF	49.8	\$27,318.80
	Sugar Maple		3.9	MBF		
	Balsam Fir	Pulpwood	71.0	Cords		
	Basswood		208.0	Cords		
	Mixed Aspen		125.0	Cords		
	Quaking Aspen		125.0	Cords		
	Mixed Hardwood		227.0	Cords		
	Ironwood		3.0	Cords		
	Red Maple		17.0	Cords		
	Sugar Maple		207.0	Cords		
22	Basswood	Sawtimber	84.3	MBF	27.2	\$14,070.75
	Red Maple		0.5	MBF		
	Sugar Maple		3.9	MBF		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
	Basswood	Pulpwood	88.0	Cords		
	Mixed Aspen		18.0	Cords		
	Quaking Aspen		18.0	Cords		
	Mixed Hardwood		48.0	Cords		
	Ironwood		1.0	Cords		
	Red Maple		6.0	Cords		
	Sugar Maple		39.0	Cords		
	White Ash		2.0	Cords		
	Mixed Spruce		11.0	Cords		
	White Spruce		11.0	Cords		
23	Basswood	Sawtimber	193.6	MBF	62.3	\$32,262.75
	Red Maple		1.2	MBF		
	Sugar Maple		9.1	MBF		
	Basswood	Pulpwood	201.0	Cords		
	Mixed Aspen		39.0	Cords		
	Quaking Aspen		39.0	Cords		
	Mixed Hardwood		110.0	Cords		
	Ironwood		2.0	Cords		
	Red Maple		14.0	Cords		
	Sugar Maple		89.0	Cords		
	White Ash		5.0	Cords		
	Mixed Spruce		25.0	Cords		
	White Spruce		25.0	Cords		
24	Basswood	Sawtimber	94.8	MBF	30.5	\$15,756.15
	Red Maple		0.6	MBF		
	Sugar Maple		4.4	MBF		
	Basswood	Pulpwood	99.0	Cords		
	Mixed Aspen		19.0	Cords		
	Quaking Aspen		19.0	Cords		
	Mixed Hardwood		53.0	Cords		
	Ironwood		1.0	Cords		
	Red Maple		7.0	Cords		
	Sugar Maple		43.0	Cords		
	White Ash		2.0	Cords		
	Mixed Spruce		12.0	Cords		
	White Spruce		12.0	Cords		
TOTAL: 1,871.4 MBF						
		TOTAL:	1,871.4	MBF		

#### Sale Specific Conditions & Requirements

Sale Name: CF Hardwood Sale Number: 32-102-17 Seg#: 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, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow 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) 4 and 6 - 8, cut all trees that are two (2) inches or more at DBH, except red pine, white pine, hemlock, cedar, and oak.

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

Within Payment Unit(s) 1 - 3, cut all trees which meet minimum piece specifications in 2.2 Utilization, except white pine, red pine, oak, hemlock, and cedar.

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

Within Payment Unit(s) 5 and 9 - 24, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within Payment Units 20 - 22, cut all aspen unless marked with green paint above and below stump height.

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

Note that Payment Units 1 - 3 are optional. If the Purchaser chooses not to cut these units, the contract will be modified though a contract supplement to subtract the value of the uncut units from the contract. The uncut units will be dropped without any damages being assessed.

#### 2.2 - Utilization

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

Stump heights within Payment Unit 8 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

# 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible 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) 16 - 19, 21 and 23 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.

# 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within the sale area, if more than 20% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the

sale area are damaged, liquidated damages will be assessed at \$200 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to 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

# 4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the DNR.

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

#### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

#### 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. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. 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. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.1.8 - Road work (1) (8/07)

The following road work is required: 200 yards of pit run must be placed in holes, hills and other areas specified by sale administrator. The DNR Bryan Creek pit is approximately 4.25 miles north of the sale area.

# 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 may occur 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.

#### 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

# 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The sale administrator must be contacted at least 3 days in advance to schedule the conference.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

# 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit 8 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.2 - 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 - 3, unless changed by written agreement, cutting and skidding are limited to the period of December 1 to March 30. This restriction is due to wet ground conditions and access to these units.

# 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 5 and 9 - 24, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Unit(s) 5 and 9 - 24, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

# 5.2.31 - Landing locations (9/13)

In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

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

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

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

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

#### 5.2.40 - Pathway protection (10/10)

A hunter walking trail is shown on the Timber Sale Map. Do not cut trees or damage posts with pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. The trail must be graded after it is used for hauling and decking.

# 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.

#### 5.7 - Protection of Historical Sites

#### 5.7.1 - Historical sites (7/12)

The Purchaser shall not cut live or dead trees or operate equipment within historical sites. Historical sites are marked with a red boundary line. The Purchaser shall protect historical sites from damage by the Purchaser's operations. If Purchaser's operations have cut or damaged historical sites through carelessness, the Purchaser shall pay \$500.00 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged.

#### 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 Tower Truck Trail and West Tower 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.

# 7 - Other Conditions

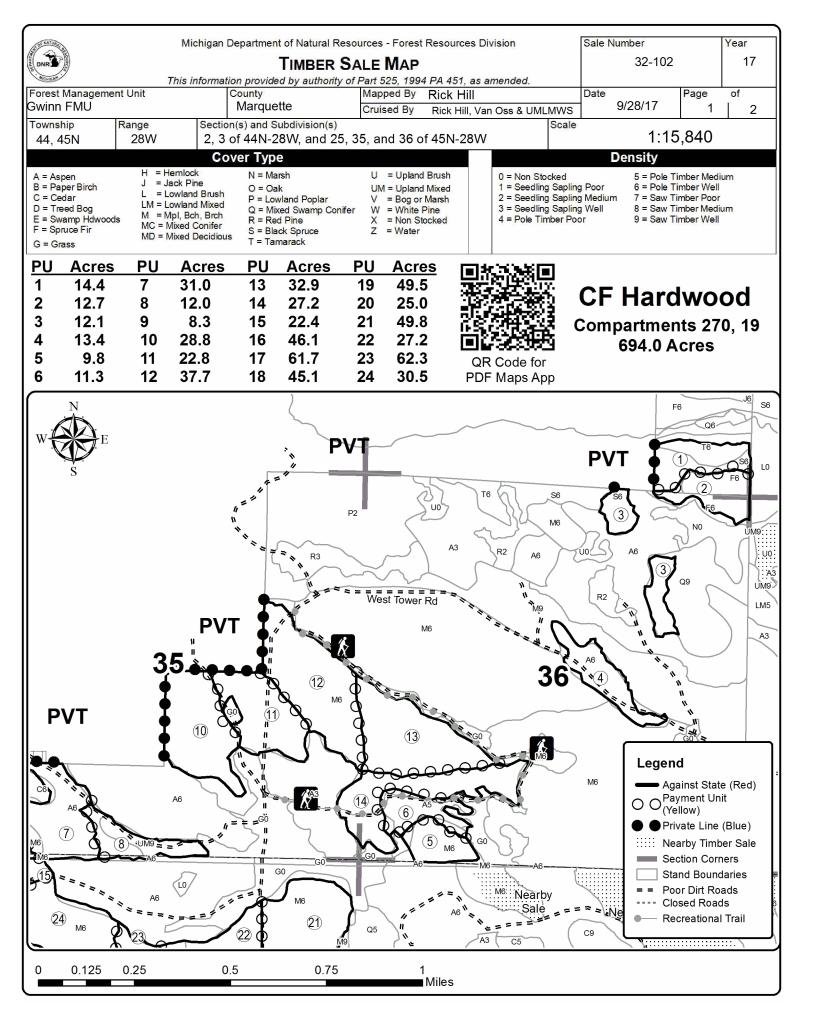
#### 7.3 - Contract Modifications

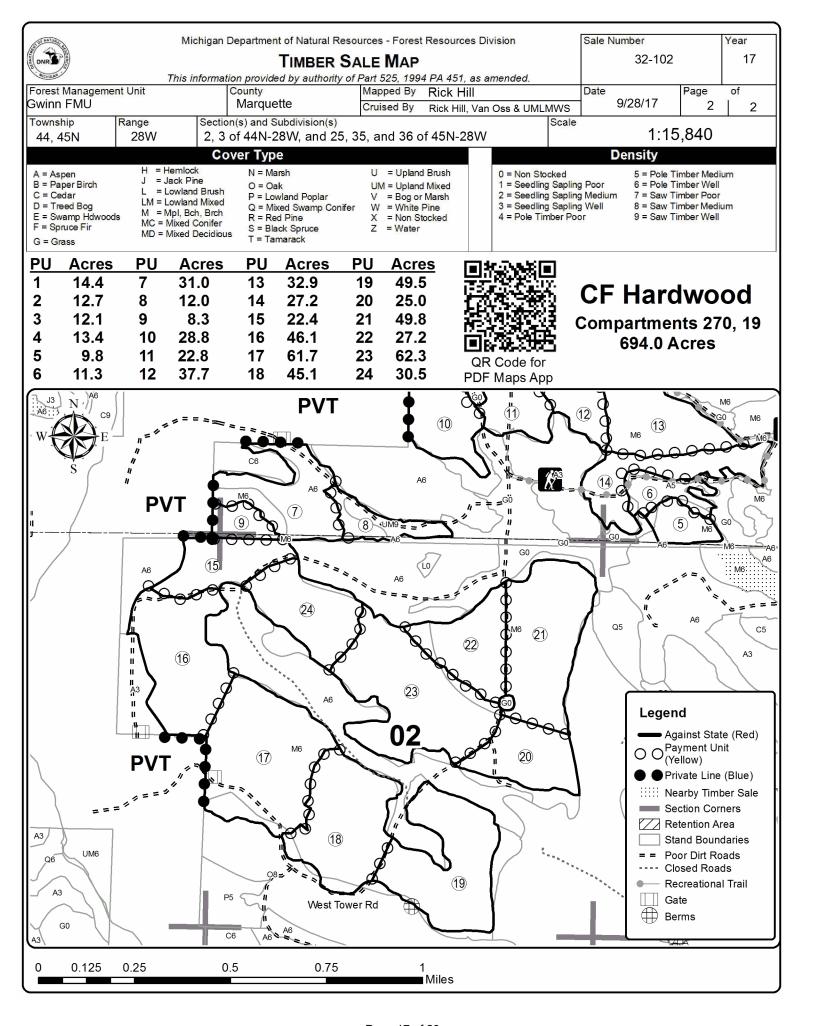
#### 7.3.1 - Emerald Ash Borer

# 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 3/1/2018 9:18:07AM





#### BID FORM

GWINN MANAGEMENT UNIT GWINN OFFICE

# <u>CF Hardwood (32-102-17)</u> ; Dickinson COUNTY

In response to the notice of sale to be held 1:00 p.m. (local time) on May 21, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AC</u>	VERTISED PRICE	BID PRICE/UNIT
Basswood	1,548.40	MBF	\$	116.00/MBF	\$
Black Cherry	0.50	MBF	\$	163.00/MBF	\$
Paper Birch	12.10	MBF	\$	83.00/MBF	\$
Red Maple	3.80	MBF	\$	84.00/MBF	\$
Red Oak	76.90	MBF	\$	171.00/MBF	\$
Red Pine	88.40	MBF	\$	174.00/MBF	\$
Sugar Maple	130.80	MBF	\$	338.00/MBF	\$
White Ash	7.80	MBF	\$	62.00/MBF	\$
White Pine	2.70	MBF	\$	58.00/MBF	\$
Pulpwood					
Balsam Fir	489.00	Cords	\$	32.10/Cord	\$
Basswood	2,725.00	Cords	\$	10.35/Cord	\$
Jack Pine	12.00	Cords	\$	46.80/Cord	\$
Mixed Aspen	1,364.00	Cords	\$	34.05/Cord	\$
Mixed Hardwood	2,228.00	Cords	\$	22.15/Cord	\$
Mixed Spruce	657.00	Cords	\$	31.35/Cord	\$
Red Pine	109.00	Cords	\$	61.25/Cord	\$
Tamarack	387.00	Cords	\$	17.10/Cord	\$

<sup>\*</sup>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:						
Company of individual bidding.						
Company representative's name:						
Address:						
City: State: Zip:						
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
dividual or company representative's signature: Date:						
Phone number : Email (optional):						

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



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

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

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

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

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

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.							
•	All Information must be typed or printed except for written signatures.							
Ple	Please Check Appropriate Categories:							
1.	<ul> <li>My business is organized as (you must check one 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 em Worker's Compensation Laws.     </li> <li>B.          I certify my business has satisfied its o bligation to the Worke     </li> </ul>	r's Compensation Act through the use of an approved Notice of Notice of Exclusion within 21 days of the contract award. (For s Compensation Bureau at 517-322-1195).  will provide an original Certificate of Insurance within twenty- he number of <b>both</b> full-time and part-time employees, other						
	Full-time Employees	Part-time Employees						
Nam	lame of Business	ederal ID (or) Social Security No.						
Add	ddress Te	elephone )						
City	State ZI	Р						
in fa _	hereby certify that the above information is true and correct. I an factors affecting my coverage during any of my present and fut  Signature of Owner or Authorized Representative							
_ T	Title	Date						

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