

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6570**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on March 31, 2020. LOCATION: ESCANABA MGMT UNIT, 6833 HWY'S 2, 41 & M-35, GLADSTONE, MI 49837.

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

Homestead Drier SBW (33-035-19) / T36N, R27W, SEC. 20, NW, SESE.

T36N, R27W, SEC. 21, W1/2NE.

Menominee County, Advertised Price \$18,903.40, 76.3 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Access into Payment Units 1, 2 and 3 will have to be through private property. Payment Units 4 - 6 will be accessed through state land off of the Klatt Road. See sale spec 4.4.1 for more details.

The spruce budworm has caused defoliation and mortality of the balsam fir and spruce within Payment Units 2 and 4.

Access may be through private land.

Walton Revival (33-037-19) / T35N, R26W, SEC. 13, SESW.

T35N, R26W, SEC. 24, NENW, S1/2NW, SESW, SWSE.

T35N, R26W, SEC. 26, SENW.

Menominee County, Advertised Price \$23,011.50, 48.0 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: The only access into Payment Units 1 & 4 is through private property. Each of the landowners has indicated they would allow access, but the Purchaser must contact each landowner to obtain permission. Payment Units 2 & 3 will be accessed on an un-improved county road heading east off of Wery Road.

Access may be through private land.

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

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

Bids must be received by the Unit Manager, ESCANABA OFFICE, 6833 Hwy's 2, 41 & M-35, Gladstone, MI 49837, no later than 3:00 p.m. (local time) on March 31, 2020. For further information concerning this sale, contact Eric Thompson at 906-786-2354.

#### 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

Homestead Drier SBW (33-035-19)
T36N, R27W, SEC. 20; T36N, R27W, SEC. 21.
Menominee County (Advertised Price \$18,903.40)

SALE NOTE: Access into Payment Units 1, 2 and 3 will have to be through private property. Payment Units 4 - 6 will be accessed through state land off of the Klatt Road. See sale spec 4.4.1 for more details.

The spruce budworm has caused defoliation and mortality of the balsam fir and spruce within Payment Units 2 and 4.

Access may be through private land.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	4.30	MBF	\$	97.00 / MBF
Red Maple	6.20	MBF	\$	141.00 / MBF
Sugar Maple	10.80	MBF	\$	201.00 / MBF
White Ash	1.90	MBF	\$	93.00 / MBF
Pulpwood				
Balsam Fir	137.00	Cords	\$	15.45 / Cord
Mixed Aspen	62.00	Cords	\$	23.35 / Cord
Mixed Hardwood	394.00	Cords	\$	21.90 / Cord
Mixed Spruce	93.00	Cords	\$	18.45 / Cord
N. White Cedar	85.00	Cords	\$	13.15 / Cord
Tamarack	2.00	Cords	\$	11.05 / Cord
White Pine	7.00	Cords	\$	30.85 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.33 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 \$945.00 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:

SALE VALUE
.7%
.7%
.5%
.6%
.5%
.0%
.7% .5% .6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	0.8	MBF	10.9	\$1,640.80
	Sugar Maple		1.0	MBF		
	White Ash		1.9	MBF		
	Mixed Aspen	Pulpwood	2.0	Cords		
	Mixed Hardwood		52.0	Cords		
2	Balsam Fir	Pulpwood	114.0	Cords	34.3	\$6,191.55
	Mixed Aspen		58.0	Cords		
	Mixed Hardwood		83.0	Cords		
	Mixed Spruce		67.0	Cords		
	Tamarack		2.0	Cords		
3	Basswood	Sawtimber	2.5	MBF	7.1	\$1,603.75
	Sugar Maple		1.9	MBF		
	Balsam Fir	Pulpwood	9.0	Cords		
	Mixed Hardwood		35.0	Cords		
	Mixed Spruce		4.0	Cords		
4	Balsam Fir	Pulpwood	2.0	Cords	4.1	\$483.35
	Mixed Aspen		2.0	Cords		
	Mixed Hardwood		1.0	Cords		
	Mixed Spruce		2.0	Cords		
	N. White Cedar		17.0	Cords		
	White Pine		4.0	Cords		
5	Balsam Fir	Pulpwood	7.0	Cords	12.2	\$3,694.10
	Mixed Hardwood		123.0	Cords		
	Mixed Spruce		17.0	Cords		
	N. White Cedar		44.0	Cords		
6	Basswood	Sawtimber	1.0	MBF	7.7	\$5,289.85
	Red Maple		6.2	MBF		
	Sugar Maple		7.9	MBF		
	Balsam Fir	Pulpwood	5.0	Cords		
	Mixed Hardwood		100.0	Cords		
	Mixed Spruce		3.0	Cords		
	N. White Cedar		24.0	Cords		
	White Pine		3.0	Cords		
		TOTAL:	23.2	MBF		
		TOTAL:	780.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Homestead Drier SBW Sale Number: 33-035-19 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. Retention patches are marked with red paint; no harvesting activities may occur within these areas. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 5 and 6, cut all trees that are three (3) inches or more at DBH, except do not cut hemlock and trees marked with green paint.

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

Within Payment Unit(s) 2 and 4, cut all trees which meet minimum piece specifications in 2.2 Utilization, except within Payment Unit 2, do not cut hemlock, cedar, pine and apple trees. In addition, within Payment Unit 4, cut all balsam fir and spruce that are greater than three (3) inches at DBH.

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

Within Payment Unit(s) 1 and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

#### 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) \$18,000 in value or greater 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 (7/16)

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 aspen seedlings and saplings within Payment Unit 2.

#### 4 - Transportation

#### 4.2 - Maintenance

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

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

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

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

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

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

Access into Payment Units 1, 2 and 3 will have to be through private property. Each of the landowners has been contacted and they have indicated they would allow the Purchaser access through their property, but it is the Purchaser's responsibility to get permission from the two landowners prior to harvesting.

Payment Units 4 - 6 will be accessed through state land off of the Klatt Road.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 5, cutting and skidding are limited to the period of December 1 to March 31, unless there is an extended dry or frozen period and the sale administrator allows harvesting during that time period. This restriction is because of low wet ground throughout the Payment Unit.

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1 and 3, 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.

#### 5.4 - 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.

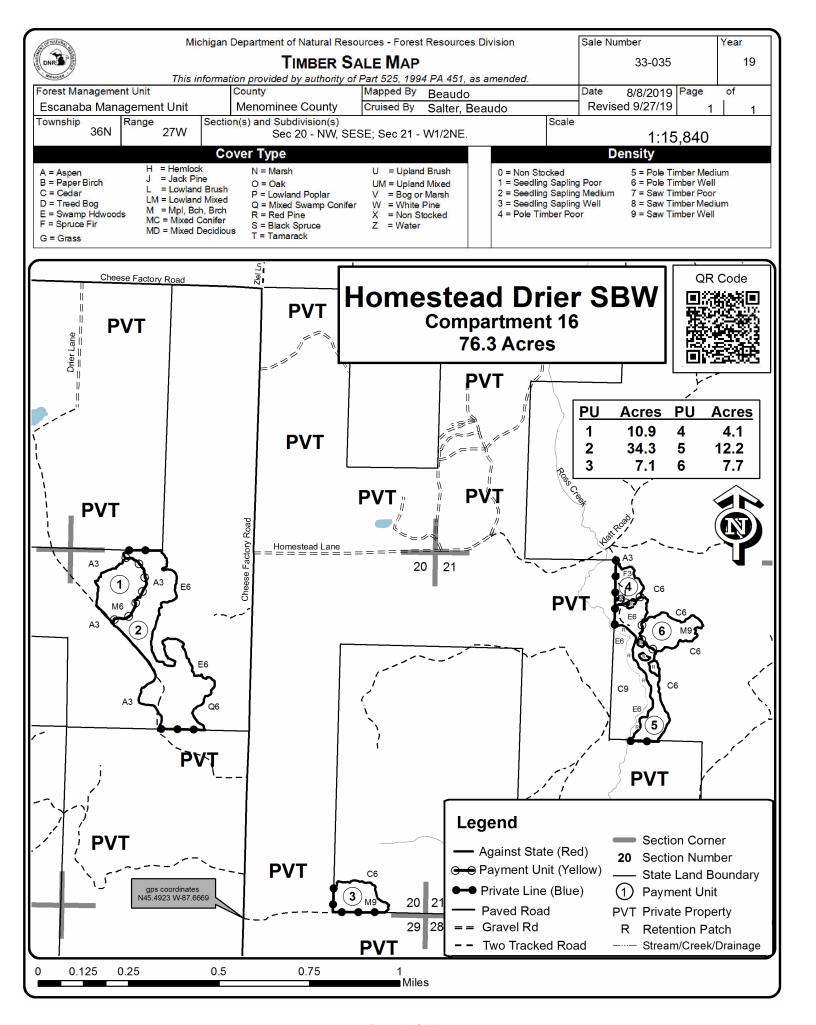
#### 7 - Other Conditions

#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 2/20/2020 11:56:25AM



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#### TIMBER SALE INFORMATION

#### Walton Revival (33-037-19)

T35N, R26W, SEC. 13; T35N, R26W, SEC. 24; T35N, R26W, SEC. 26.

Menominee County (Advertised Price \$23,011.50)

SALE NOTE: The only access into Payment Units 1 & 4 is through private property. Each of the landowners has indicated they would allow access, but the Purchaser must contact each landowner to obtain permission. Payment Units 2 & 3 will be accessed on an un-improved county road heading east off of Wery Road.

Access may be through private land.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Basswood	6.30	MBF	\$	90.00 / MBF
Green Ash	2.50	MBF	\$	43.00 / MBF
Paper Birch	1.80	MBF	\$	54.00 / MBF
Red Maple	5.60	MBF	\$	130.00 / MBF
Sugar Maple	20.20	MBF	\$	186.00 / MBF
Pulpwood				
Balsam Fir	116.00	Cords	\$	14.25 / Cord
Mixed Hardwood	589.00	Cords	\$	20.20 / Cord
Mixed Spruce	15.00	Cords	\$	17.05 / Cord
N. White Cedar	101.00	Cords	\$	12.15 / Cord
Quaking Aspen	122.00	Cords	\$	21.55 / Cord
Tamarack	9.00	Cords	\$	10.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.53 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$1,151.00 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:

. , ,	5 5
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	3.1%
02	7.9%
03	38.5%
04	39.6%
05	10.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	3.0	Cords	3.2	\$709.35
	Mixed Hardwood		33.0	Cords		
2	Basswood	Sawtimber	0.8	MBF	4.9	\$1,820.55
	Red Maple		2.3	MBF		
	Sugar Maple		0.5	MBF		
	Balsam Fir	Pulpwood	4.0	Cords		
	Mixed Hardwood		59.0	Cords		
	Quaking Aspen		5.0	Cords		
3	Basswood	Sawtimber	0.7	MBF	19.9	\$8,867.65
	Green Ash		0.7	MBF		
	Paper Birch		1.8	MBF		
	Red Maple		2.4	MBF		
	Sugar Maple		3.8	MBF		
	Balsam Fir	Pulpwood	64.0	Cords		
	Mixed Hardwood		229.0	Cords		
	Mixed Spruce		9.0	Cords		
	N. White Cedar		71.0	Cords		
	Quaking Aspen		47.0	Cords		
	Tamarack		9.0	Cords		
4	Basswood	Sawtimber	4.8	MBF	11.5	\$9,110.05
	Green Ash		1.8	MBF		
	Sugar Maple		15.9	MBF		
	Balsam Fir	Pulpwood	10.0	Cords		
	Mixed Hardwood		234.0	Cords		
	N. White Cedar		30.0	Cords		
	Quaking Aspen		19.0	Cords		
5	Red Maple	Sawtimber	0.9	MBF	8.5	\$2,503.90
	Balsam Fir	Pulpwood	35.0	Cords		
	Mixed Hardwood		34.0	Cords		
	Mixed Spruce		6.0	Cords		
	Quaking Aspen		51.0	Cords		
	- Quanting / topon	<u> </u>				
	T Quality 7 (Sport	TOTAL:	36.4	MBF		

#### Sale Specific Conditions & Requirements

Sale Name: Walton Revival Sale Number: 33-037-19 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, 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. Retention patches are marked with red paint; no harvesting activities may occur within these areas. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected, unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 3, 4 and 5, cut all trees that are three (3) inches or more at DBH, with the following exceptions:

- Within Payment Unit 3, do not cut cedar greater than twelve (12) inches at DBH, or any pine and hemlock.
- Within Payment Unit 4, do not cut hemlock and trees marked with green paint.
- Within Payment Unit 5, do not cut cedar.

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

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

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) \$18,000 in value or greater 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

#### 4.2 - Maintenance

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

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

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

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

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. The best access into Payment Units 1 and 4 is through private property. Each of the landowners was contacted by the DNR and each of them is willing to work with the Purchaser on allowing access. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Access into Payment Units 2 and 3 is via an old un-improved county road from Wery Road heading east into the state land. The Menominee County Road Commission must be contacted by the

Purchaser prior to improving the county road for access.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.3 - Operating Restrictions

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1 and 2, 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.

#### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) 2 and 3, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of some low wet ground within Payment Unit 3. The north half of Payment Unit 3 is mostly dry, with the southern half being wetter. The low wet ground within Payment Unit 3 will need to be crossed in order to access Payment Unit 2, so dry summer or frozen winter conditions will also be needed to access Payment Unit 2.

#### 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.

#### 7 - Other Conditions

#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 2/18/2020 12:31:21PM

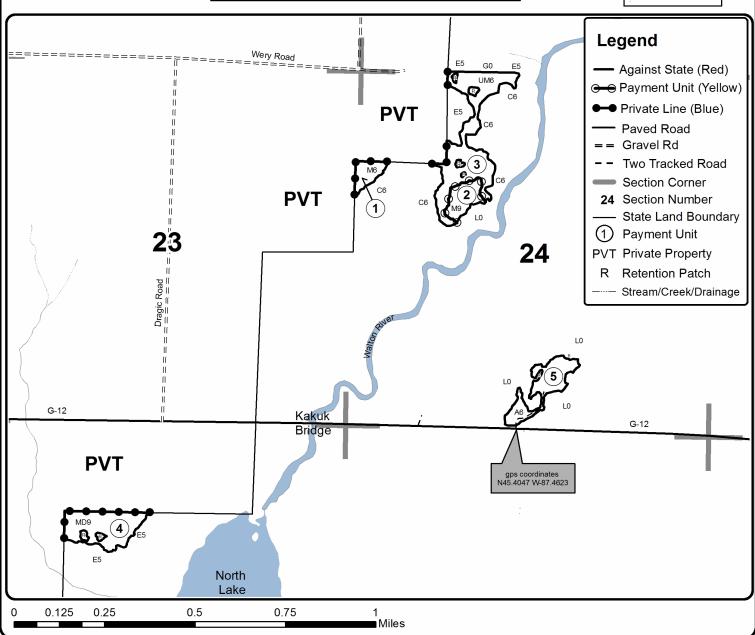


PU	Acres	PU	Acres
1	3.2	4	11.5
2	4.9	5	8.5
3	19.9		

# Walton Revival Compartment 59 48.0 Acres







#### BID FORM

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

#### Homestead Drier SBW (33-035-19)

T36N, R27W, SEC. 20; T36N, R27W, SEC. 21; Menominee COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on March 31, 2020, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Basswood	4.30	MBF	\$	97.00/MBF	\$
Red Maple	6.20	MBF	\$	141.00/MBF	\$
Sugar Maple	10.80	MBF	\$	201.00/MBF	\$
White Ash	1.90	MBF	\$	93.00/MBF	\$
Pulpwood					
Balsam Fir	137.00	Cords	\$	15.45/Cord	\$
Mixed Aspen	62.00	Cords	\$	23.35/Cord	\$
Mixed Hardwood	394.00	Cords	\$	21.90/Cord	\$
Mixed Spruce	93.00	Cords	\$	18.45/Cord	\$
N. White Cedar	85.00	Cords	\$	13.15/Cord	\$
Tamarack	2.00	Cords	\$	11.05/Cord	\$
White Pine	7.00	Cords	\$	30.85/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 18.33 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 SOCIA	AL SECURITY NUMBER:_		
	Company or individual bidding:				
	Company representative's name	e:			
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PE	RSONALIZED LABEL	FROM YOUR PROSPEC	CTUS IN THE ABOVE BOX.	
Individual	l or company representative's sig	nature:		Date:	
Phone nu	ımber :		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:
rofest Management Onit.

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. My business is organized as (you **must** check <u>one</u> of the boxes below): A. 

  Sole Proprietorship (individual) B. 

  Partnership C. 

  Corporation 2. You **must** check 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

#### **BID FORM**

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

#### Walton Revival (33-037-19)

T35N, R26W, SEC. 13; T35N, R26W, SEC. 24; T35N, R26W, SEC. 26; Menominee

In response to the notice of sale to be held 3:00 p.m. (local time) on March 31, 2020, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED \	/OLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Basswood	6.30	MBF	\$	90.00/MBF	\$
Green Ash	2.50	MBF	\$	43.00/MBF	\$
Paper Birch	1.80	MBF	\$	54.00/MBF	\$
Red Maple	5.60	MBF	\$	130.00/MBF	\$
Sugar Maple	20.20	MBF	\$	186.00/MBF	\$
Pulpwood					
Balsam Fir	116.00	Cords	\$	14.25/Cord	\$
Mixed Hardwood	589.00	Cords	\$	20.20/Cord	\$
Mixed Spruce	15.00	Cords	\$	17.05/Cord	\$
N. White Cedar	101.00	Cords	\$	12.15/Cord	\$
Quaking Aspen	122.00	Cords	\$	21.55/Cord	\$
Tamarack	9.00	Cords	\$	10.20/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.53 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:					
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILA	ABLE, PLEASE PLACE THE PE	RSONALIZED LABEL	FROM YOUR PROSPEC	CTUS IN THE ABOVE BOX.		
Individual	l or company representative's sig	nature:		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.

- 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 hoves 2B or 2C are checked, then Notice of Exclusion or Cortificate 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.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation					
2.	<ul> <li>2. You must check one of the boxes below:</li> <li>A.</li></ul>					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the numbers and active partners (if none Full-time Employees					
Nam	Name of Business Federal ID	(or) Social Security No.				
Add	Address Telephone ( )					
City	City State ZIP					
in fa _	I hereby certify that the above information is true and correct. I agree to in factors affecting my coverage during any of my present and future ope  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)