

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# TIMBER SALE PROSPECTUS #6719

<u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on July 23, 2020. <u>LOCATION:</u> GLADWIN MGMT UNIT, 801 NORTH SILVERLEAF, GLADWIN, MI 48624.

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

Pramalot Oak (73-007-19) / T19N, R03W, SEC. 30, NENW,S1/2NW,NENE,N1/2SE,SWSE. T19N, R04W, SEC. 25, NESW. Clare County, Advertised Price \$13,141.90, 98.7 Acres, Hardwood, Aspen.

SALE NOTE: Oak wilt restrictions apply to entire sale area (see spec 5.2.3.4 for details). No chipping of tops or limbs will be permitted for within the sale area (see spec 2.2.10 for details).

<u>Wild Winterfield</u> (73-011-19) / T20N, R05W, SEC. 7 , N1/2NW. T20N, R06W, SEC. 11, SW. T20N, R06W, SEC. 12, S1/2NW,SW. T20N, R06W, SEC. 13, W1/2NW. T20N, R06W, SEC. 22, S1/2NW,NENE. T20N, R06W, SEC. 28, E1/2SW. Clare County, Advertised Price \$66,244.25, 171.2 Acres, Hardwood, Aspen.

SALE NOTE: Whole tree skidding will not be permitted within Payment Unit 2, wood must be harvested using cut-to-length methods.

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

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

Bids must be received by the Unit Manager, GLADWIN OFFICE, 801 NORTH SILVERLEAF, GLADWIN, MI 48624, no later than 10:00 a.m. (local time) on July 23, 2020. For further information concerning this sale, contact Patrick Mohney at 989-426-9205 extension 7640.

# 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

#### <u>Pramalot Oak (73-007-19)</u> T19N, R03W, SEC. 30; T19N, R04W, SEC. 25. Clare County (Advertised Price \$13,141.90)

SALE NOTE: Oak wilt restrictions apply to entire sale area (see spec 5.2.3.4 for details). No chipping of tops or limbs will be permitted for within the sale area (see spec 2.2.10 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	ESTIMATED UNITS*		ADV	ADVERTISED PRICE	
Sawtimber					
BI/R/Hybrid Oak	71.20	MBF	\$	55.00 / MBF	
Quaking Aspen	19.60	MBF	\$	46.00 / MBF	
Red Oak	3.20	MBF	\$	167.00 / MBF	
White Oak	24.60	MBF	\$	47.00 / MBF	
Pulpwood					
Mixed Oak	524.00	Cords	\$	8.55 / Cord	
Quaking Aspen	116.00	Cords	\$	16.85 / Cord	
Red Maple	18.00	Cords	\$	11.05 / Cord	

\* The total volume is statistically estimated within plus (+) or minus (-) 14.24 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 \$657.00 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

II NUMBER	PERCENT OF TOTAL SALE V
01	29.7%
02	20.0%
03	27.1%
04	23.2%

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 Timb	er bv Pa	wment l	Jnit (PU)
	••••••			

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	BI/R/Hybrid Oak	Sawtimber	26.7	MBF	46.8	\$3,899.50
	BI/R/Hybrid Oak		23.4	MBF		
	Northern Pin Oak		3.3	MBF		
	White Oak		7.7	MBF		
	Mixed Oak	Pulpwood	242.0	Cords		
2	BI/R/Hybrid Oak	Sawtimber	16.8	MBF	15.0	\$2,622.30
	BI/R/Hybrid Oak		14.0	MBF		
	Northern Pin Oak		2.8	MBF		
	Red Oak		3.2	MBF		
	White Oak		7.3	MBF		
	Mixed Oak	Pulpwood	96.0	Cords		
3	BI/R/Hybrid Oak	Sawtimber	27.7	MBF	26.3	\$3,565.00
	Bl/R/Hybrid Oak		22.4	MBF		
	Northern Pin Oak		5.3	MBF		
	White Oak		9.6	MBF		
	Mixed Oak	Pulpwood	186.0	Cords		
4	Quaking Aspen	Sawtimber	19.6	MBF	10.6	\$3,055.10
	Quaking Aspen	Pulpwood	116.0	Cords		
	Red Maple		18.0	Cords		
		TOTAL:	118.6	MBF		
		TOTAL:	658.0	Cords		

## Sale Specific Conditions & Requirements

#### Sale Name: Pramalot Oak

# Sale Number: 73-007-19 Seq#: 2

### 1 - Sale Area

### 1.2 - Boundaries

### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 4, cut all trees that are two (2) inches or more at DBH regardless of merchantability, except do not any oak or cedar.

#### 2.1.5 - Overstory removal unit(s) (8/11)

Within Payment Unit(s) 1, 2 & 3, all oak six (6) inches or more at DBH, which meet minimum piece specifications in 2.2 Utilization, are designated for cutting, except do not cut any green marked trees.

#### 2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 100 feet of the cleared portion of designated county roads. These trees shall be scattered back into the sale area and may not be utilized.

#### 2.2 - Utilization

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

Stump heights within the sale area, shall be as low to the ground as possible. Stumps heights shall not exceed six (6) inches, with a high preference for stumps being as low as operationally feasible.

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

Within Payment Unit(s) 1-4, chipping of limbs or tops shall not be permitted. Limbs and the remaining top must be left on site and scattered. Some tops and limbs shall be placed as directed by sale administrator at strategic locations, in order to close illegal ORV trails and hill climb areas.

### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

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

Within the sale area, if more than 25% 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 \$300.00 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to undesignated live merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

### 4 - Transportation

#### 4.1 - Construction

### 4.1.3 - 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.

## 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. Some existing roads may also need to be closed, see Timber Sale Map for locations. These roads must be rendered impassable to cars and trucks. In general, this will require constructing a four (4') foot high berm, composed of stumps and logs covered with earth and scattering stumps and slash along the remainder of the road system. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. Contact the sale administrator for details of design and placement.

## 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. In order to determine landing and road locations, access and review the cutting specifications. 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

# 5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 20 feet back from the blue paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

## 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the sale administrator. It is a requirement that illegal ORV hill climb areas will be filled in with slash as directed by the sale administrator.

## 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) 4, all harvesting and hauling operations must be completed when ground is dry and/or frozen. This restriction is necessary to prevent rutting due to wet soil conditions.

## 5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1-4, 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. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

### 5.2.4 - Dead and Down Creation

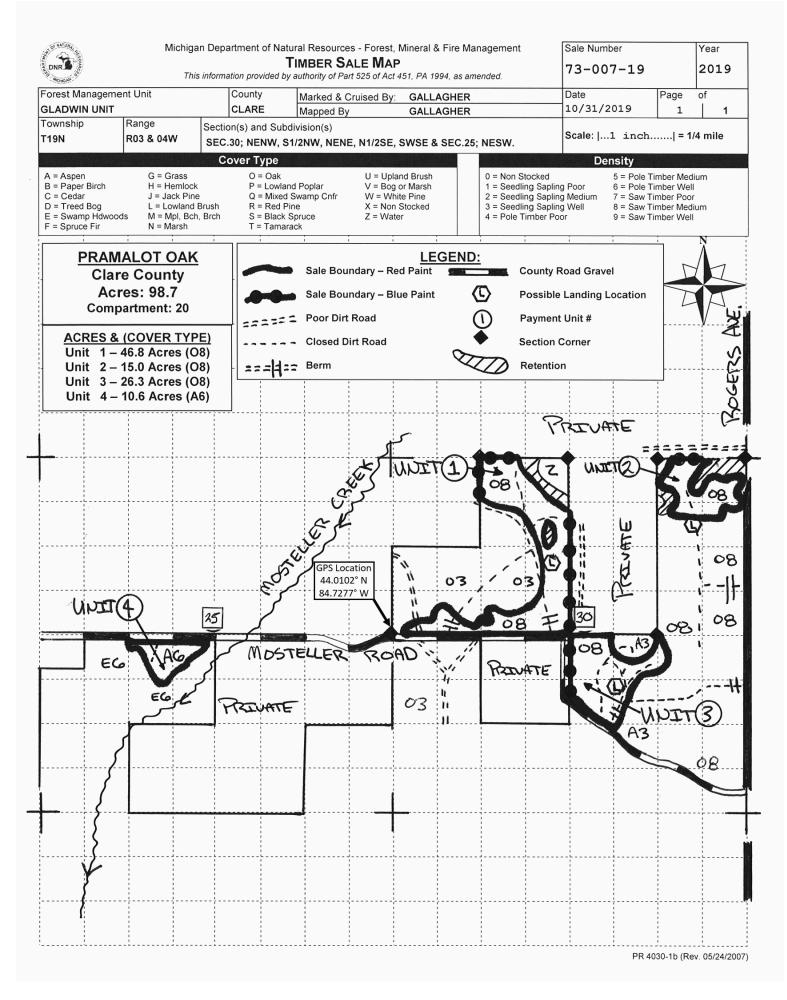
# 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed. Exception: All dead trees within 100' of cleared portion of county roads shall be cut, these trees may not be utilized and must be scattered back into the sale area.

## 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.



## TIMBER SALE INFORMATION

#### Wild Winterfield (73-011-19)

T20N, R05W, SEC. 7; T20N, R06W, SEC. 11; T20N, R06W, SEC. 12; T20N, R06W, SEC. 13; T20N, R06W, SEC. 22; T20N, R06W, SEC. 28.

SALE NOTE: Whole tree skidding will not be permitted within Payment Unit 2, wood must be harvested using cut-to-length methods.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRI	
Sawtimber				
B. T. Aspen	216.90	MBF	\$	38.00 / MBF
BI/R/Hybrid Oak	119.20	MBF	\$	45.00 / MBF
Red Maple	88.10	MBF	\$	21.00 / MBF
Red Pine	185.30	MBF	\$	72.00 / MBF
White Oak	40.80	MBF	\$	38.00 / MBF
Pulpwood				
B. T. Aspen	655.00	Cords	\$	13.80 / Cord
Jack Pine	285.00	Cords	\$	11.80 / Cord
Mixed Oak	341.00	Cords	\$	7.00 / Cord
Paper Birch	3.00	Cords	\$	9.85 / Cord
Red Maple	501.00	Cords	\$	9.00 / Cord
Red Pine	464.00	Cords	\$	34.80 / Cord
White Pine	27.00	Cords	\$	15.60 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 6.89 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$3,312.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule :
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit: PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE

01	12.8%
02	26.2%
03	5.0%
04	9.4%
05	5.5%
06	19.4%
07	4.4%
08	5.4%
09	11.9%

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	B. T. Aspen	Sawtimber	77.4	MBF	30.5	\$8,503.35
	BI/R/Hybrid Oak		13.6	MBF		
	Red Maple		26.8	MBF		
	White Oak		3.4	MBF		
	B. T. Aspen	Pulpwood	172.0	Cords		
	Mixed Oak		40.0	Cords		
	Paper Birch		3.0	Cords		
	Red Maple		175.0	Cords		
2	Red Pine	Sawtimber	72.1	MBF	20.8	\$17,440.80
	Red Pine	Pulpwood	352.0	Cords		
3	BI/R/Hybrid Oak	Sawtimber	0.5	MBF	11.9	\$3,303.10
	Red Pine		6.5	MBF		
	Jack Pine	Pulpwood	3.0	Cords		
	Mixed Oak		4.0	Cords		
	Red Pine		79.0	Cords		
4	B. T. Aspen	Sawtimber	21.4	MBF	17.9	\$6,207.20
-	BI/R/Hybrid Oak	Cawamber	59.1	MBF	17.5	ψ0,207.20
	Red Maple		28.9	MBF		
	White Oak		10.6	MBF		
	B. T. Aspen	Pulpwood	25.0	Cords		
	Mixed Oak	Fulpwood	23.0 58.0	Cords		
	Red Maple		103.0	Cords		
	White Pine					
		O su tinch a r	3.0	Cords	00.0	#0.00F.00
5	Bl/R/Hybrid Oak	Sawtimber	9.8	MBF	23.9	\$3,625.20
	White Oak		0.5	MBF		
	Jack Pine	Pulpwood	219.0	Cords		
	Mixed Oak		83.0	Cords		
6	B. T. Aspen	Sawtimber	10.9	MBF	21.7	\$12,845.50
	Bl/R/Hybrid Oak		19.6	MBF		
	Red Maple		0.5	MBF		
	Red Pine		106.7	MBF		
	B. T. Aspen	Pulpwood	79.0	Cords		
	Jack Pine		63.0	Cords		
	Mixed Oak		65.0	Cords		
	Red Maple		5.0	Cords		
	Red Pine		33.0	Cords		
	White Pine		24.0	Cords		
7	B. T. Aspen	Sawtimber	17.0	MBF	8.8	\$2,891.00
	Red Maple		4.8	MBF		
	White Oak		7.3	MBF		
	B. T. Aspen	Pulpwood	106.0	Cords		
	Mixed Oak		14.0	Cords		
	Red Maple		34.0	Cords		
8	B. T. Aspen	Sawtimber	27.2	MBF	12.1	\$3,551.60
	BI/R/Hybrid Oak		0.5	MBF		
	Red Maple		6.3	MBF		
	White Oak		1.4	MBF		
	B. T. Aspen	Pulpwood	115.0	Cords		
	Mixed Oak		12.0	Cords		
	Red Maple		71.0	Cords		
		Sawtimber	63.0	MBF	23.6	\$7,876.50
9	D. I. ASDED					<i>•••••••••••••••••••••••••••••••••••••</i>
9	B. T. Aspen Bl/R/Hybrid Oak		16 1	IMBF		
9	Bl/R/Hybrid Oak		16.1 20.8	MBF MBF		
9	-		16.1 20.8 17.6	MBF MBF MBF		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
9 con't	Mixed Oak Red Maple	Pulpwood	65.0 113.0	Cords Cords		
TOTAL:		650.3	MBF			
		TOTAL:	2,276.0	Cords		

#### Sale Name: Wild Winterfield

#### Sale Number: 73-011-19 Seq#: 1

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

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 harvest activities may occur within these areas. 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.

### 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 4-9, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with green paint.

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

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

#### 2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) 2, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are identified with orange paint. Also within Payment Unit 2, cut all green marked trees.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (2/18)

Payment Units 5 and 6 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. If market conditions limit the practicality of chipping, tops and slash must be arranged in a way that will not inhibit future planting operations, as directed by the sale administrator. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

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

Stump heights within the sale area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit 2. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

### 3 - Payments

3.4 - Damaged Timber

### 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings. No damage is acceptable to undesignated live merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

## 4.1 - Construction

## 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be chipped, utilized or otherwise removed from the sale. 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. Some existing roads may also need to be closed and will be identified at the pre-sale conference by the sale administrator. These roads must be rendered impassable to cars and trucks. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for details of design and placement.

## **5** - Operations

## 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule this conference.

### 5.2 - Conduct of Operations

## 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 2 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.

### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

### 5.2.4 - Dead and Down Creation

# 5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1 and 7-9, leave one 12" or larger diameter whole tree on the ground for every 3 acres. These trees should be scattered throughout the sale and be located at least two chains from any road, two-track, or trail open to vehicles, or positioned per the sale administrators instructions. Stumps of trees utilized for this purpose must be at least 3 feet tall.

### 5.2.22 - Operating Caution

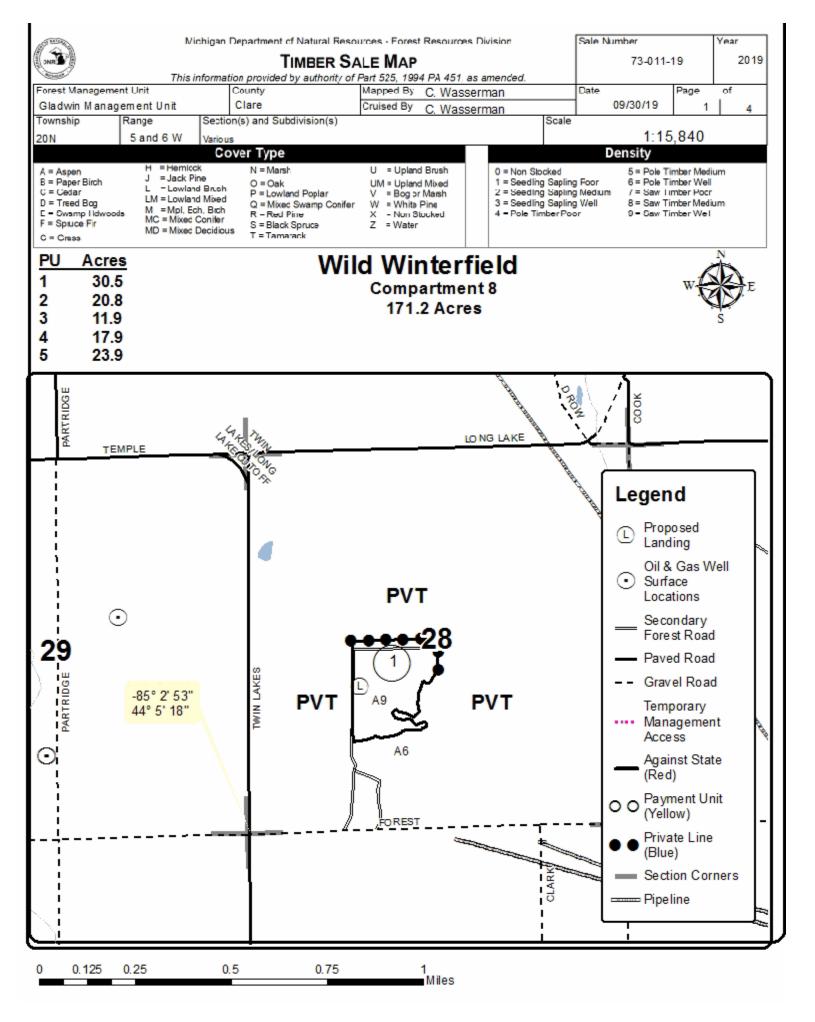
# 5.2.22.1 - Operating caution (6/11)

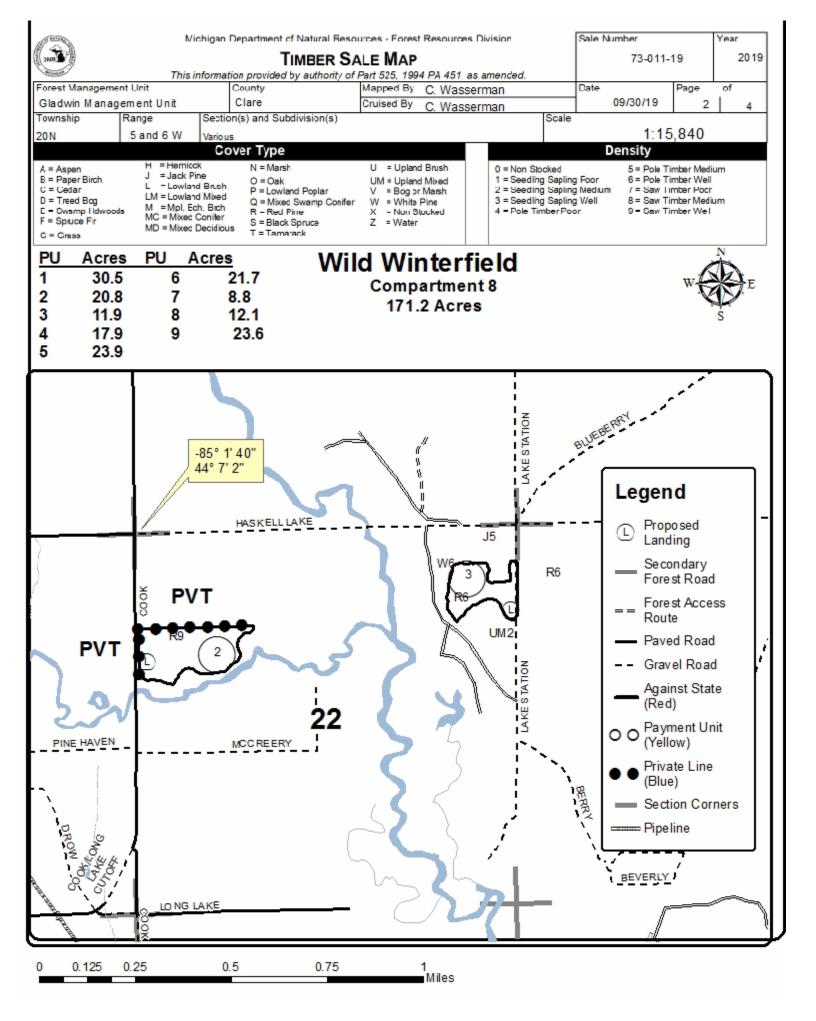
It is recommended, but not required, that within Payment Unit(s) 1 and 9, cutting, skidding and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of seasonally wet ground.

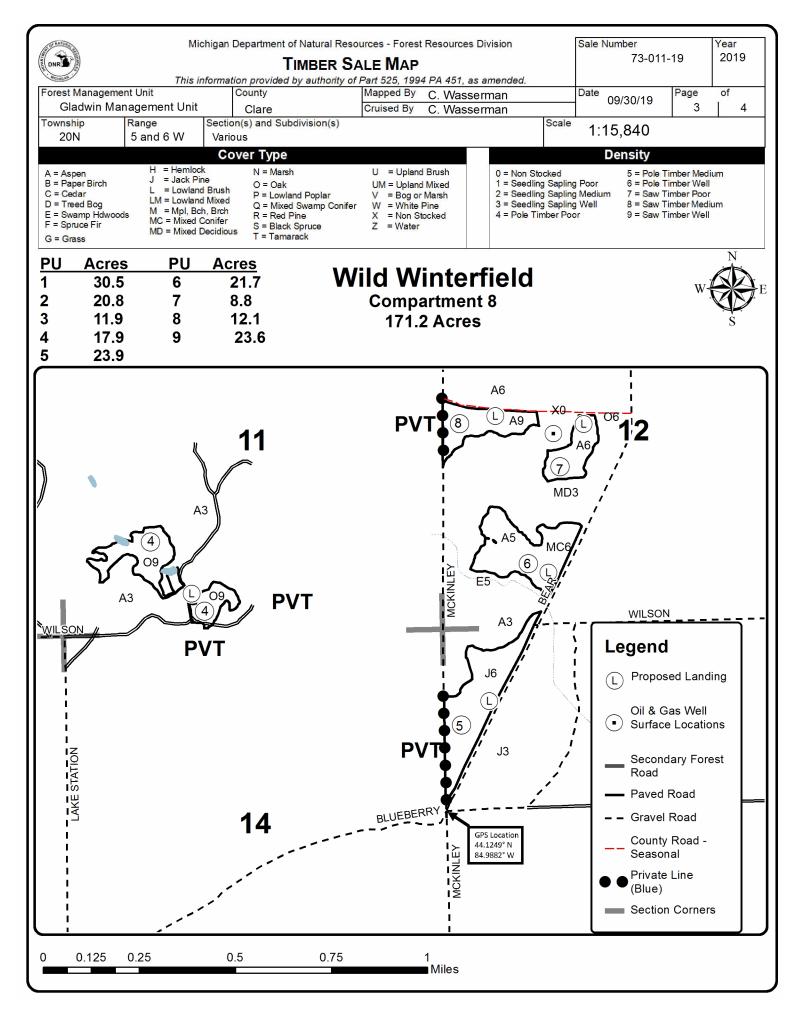
# 5.2.31 - Landing locations (9/13)

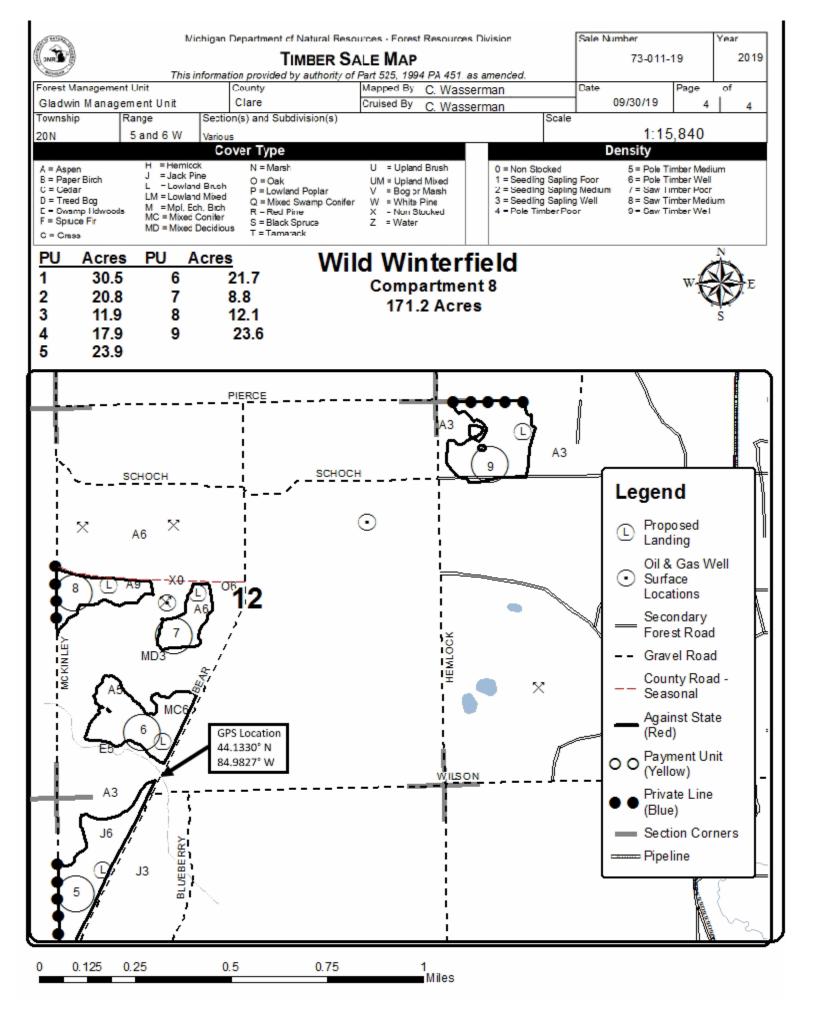
Recommended landing areas are marked on the Timber Sale Map with the letter "L". In general, landings are limited to a "T"

turnaround which will accommodate a truck with a 50 foot trailer.









#### **BID FORM**

Wild Winterfield (73-011-19)

## T20N, R05W, SEC. 7; T20N, R06W, SEC. 11; T20N, R06W, SEC. 12; T20N, R06W,

In response to the notice of sale to be held 10:00 a.m. (local time) on July 23, 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>	/ERTISED PRICE	<b>BID PRICE/UNIT</b>
B. T. Aspen	216.90	MBF	\$	38.00/MBF	\$
BI/R/Hybrid Oak	119.20	MBF	\$	45.00/MBF	\$
Red Maple	88.10	MBF	\$	21.00/MBF	\$
Red Pine	185.30	MBF	\$	72.00/MBF	\$
White Oak	40.80	MBF	\$	38.00/MBF	\$
Pulpwood					
B. T. Aspen	655.00	Cords	\$	13.80/Cord	\$
Jack Pine	285.00	Cords	\$	11.80/Cord	\$
Mixed Oak	341.00	Cords	\$	7.00/Cord	\$
Paper Birch	3.00	Cords	\$	9.85/Cord	\$
Red Maple	501.00	Cords	\$	9.00/Cord	\$
Red Pine	464.00	Cords	\$	34.80/Cord	\$
White Pine	27.00	Cords	\$	15.60/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 6.89 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU		··
Company or individual bidding:			_
Company representative's name:			-
Address:			_
City:	State:	Zip:	

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone number :\_\_\_\_\_ Email (optional):\_\_\_\_\_

\_\_\_\_\_ Date:\_\_\_\_\_

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

TOF NATURAL BED	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)
adu Michigan - 57	TIMBER SAL	.E		
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:
	COMPENSATION ACT C			Forest Management Onit.
		-	- d	
VEDIEL	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.		
	CATION OF WORKER'S DISABILIT			
sale	e contract.		-	tract award and prior to the issuance of the timber
	Iddition, if boxes 2B or 2C are check nty-one (21) days of the contract awa			Certificate of Insurance must be submitted within e timber sale contract.
• All	Information must be typed or printed	except for written	signatures.	
Please	Check Appropriate Categories:			
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):	:
	Sole Proprietorship (individual)			
	Partnership			
C. [	Corporation			
2. You	u <b>must</b> check <u>one</u> of the boxes below	v:		
A. [	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the
	Exclusion (BWC-337, Rev. 5/96). I w questions or a copy of the BWC-337,	ill provide a copy of please call the Wor	the Notice of Ex ker's Compensa	sation Act through the use of an approved Notice of xclusion within 21 days of the contract award. (For ation Bureau at 517-322-1195). an original Certificate of Insurance within twenty-
	one (21) days of the contract award.			
	ou have checked item 2(A) or 2(B), n yourself, including family members			of <b>both</b> full-time and part-time employees, other ou must enter "0").
	Full-time Er	nnlovees		Part-time Employees
		npioyees		
Name of E	Business		Federal ID (or)	Social Security No.
Address			Telephone	
Otto		Otata		
City		State	ZIP	
	certify that the above information is s affecting my coverage during any o			tify the Michigan DNR of any changes that occur ions.
Signati	ure of Owner or Authorized Representative			
Title			Da	te

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

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

#### TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

## **BID FORM**

## Pramalot Oak (73-007-19)

# T19N, R03W, SEC. 30; T19N, R04W, SEC. 25; Clare COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on July 23, 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>A</u>	DVERTISED PRICE	<b>BID PRICE/UNIT</b>
BI/R/Hybrid Oak	71.20	MBF	\$	55.00/MBF	\$
Quaking Aspen	19.60	MBF	\$	46.00/MBF	\$
Red Oak	3.20	MBF	\$	167.00/MBF	\$
White Oak	24.60	MBF	\$	47.00/MBF	\$
Pulpwood					
Mixed Oak	524.00	Cords	\$	8.55/Cord	\$
Quaking Aspen	116.00	Cords	\$	16.85/Cord	\$
Red Maple	18.00	Cords	\$	11.05/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 14.24 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:					
Company or individual bidding:					
Company representative's name:					
Address:			_		
City:	State:	Zip:	_		

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone number : \_\_\_\_\_\_ Email (optional):\_\_\_\_\_

Date:

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

TOF NATURAL REGO	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY			
	TIMBER SAL	E		Sale Number (XX – XXX – XX – XX)			
	VERIFICATION OF WORKE	R'S DISABILIT	Y	Forest Management Unit:			
	COMPENSATION ACT C		•	Forest Management Onit.			
	As required by Act 317, P.A. 1969 (Work	-	nd				
Part 5 of Act 451 of 1994, as amended.							
	<ul> <li>VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE</li> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber</li> </ul>						
sale	sale contract.						
<ul> <li>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.</li> </ul>							
• All I	All Information must be typed or printed except for written signatures.						
Please Check Appropriate Categories:							
-	, , , , , , , , , , , , , , , , , , , ,						
	A. 🗌 Sole Proprietorship (individual)						
	☐ Partnership						
C. L	C. Corporation						
A. L	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	t the sole proprietor. I am not subject to the			
B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).							
C. [	I certify my business has a Worker's 0 one (21) days of the contract award.	Compensation Policy	<ol> <li>I will provide</li> </ol>	an original Certificate of Insurance within twenty-			
<ol> <li>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").</li> </ol>							
	Full-time Er	nnlovees		Part-time Employees			
		nproyooo					
Name of E	Business		Federal ID (or)	Social Security No.			
Address			Telephone				
			( )				
City		State	ZIP				
l hereby	certify that the above information is	true and correct	Lagree to no	tify the Michigan DNR of any changes that occur			
	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							
Title	itle Date						

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