

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6594**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on August 14, 2020. LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

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

Sassy Tanager Hardwood (72-016-19) / T28N, R04W, SEC. 29, NW,NE,NESW,SE.
T28N, R04W, SEC. 30, SENE,NESE.
Crawford County, Advertised Price \$121,266.70, 161.9 Acres, Hardwood, Aspen.

SALE NOTE: This sale contains oak wilt restrictions and has an extensive recreation trail interface.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

Just Out of Range (72-017-19) / T25N, R04W, SEC. 18, N1/2NW,SWNW,NWSW.

T25N, R04W, SEC. 7, NENW,S1/2NW,SWNE,SW,NWSE.

T25N, R05W, SEC. 13, SENE,NESE.

Crawford County, Advertised Price \$42,287.95, 245.0 Acres, Jack Pine, Hardwood.

SALE NOTE: Extensive gas and/or oil pipelines exist throughout this sale.

Howes ORV Oak (72-033-19) / T27N, R04W, SEC. 16, S1/2NW,S1/2NE,SW,N1/2SE,SESE. T27N, R04W, SEC. 21, NENE.

Crawford County, Advertised Price \$207,939.20, 114.5 Acres, Hardwood, Red Oak.

SALE NOTE: The sale has extensive ORV trail interface. Two suspected oak wilt epicenters in Payment Units 1 and 2 had vibratory plow lines installed as a control measure. Seasonal operating restrictions for oak wilt and coppice regen protection will be applied. All of the harvest units had been thinned in previous decades, so there is a well-established red maple understory that must be cut in order to favor the expected oak stump sprout regen.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

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

Bids must be received by the Unit Manager, GRAYLING OFFICE, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738, no later than 9:00 a.m. (local time) on August 14, 2020. For further information concerning this sale, contact Thomas Barnes at 989-348-6371 extension 7440.

#### 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

Sassy Tanager Hardwood (72-016-19)
T28N, R04W, SEC. 29; T28N, R04W, SEC. 30.
Crawford County (Advertised Price \$121,266.70)

SALE NOTE: This sale contains oak wilt restrictions and has an extensive recreation trail interface.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	51.70	MBF	\$	33.00 / MBF
Basswood	4.70	MBF	\$	48.00 / MBF
Beech	78.30	MBF	\$	45.00 / MBF
Paper Birch	3.00	MBF	\$	26.00 / MBF
Red Maple	129.90	MBF	\$	47.00 / MBF
Red Oak	145.00	MBF	\$	153.00 / MBF
Red Pine	11.90	MBF	\$	91.00 / MBF
Sugar Maple	103.90	MBF	\$	123.00 / MBF
White Oak	4.00	MBF	\$	48.00 / MBF
Pulpwood				
Mixed Aspen	268.00	Cords	\$	15.65 / Cord
Mixed Hardwood	2,494.00	Cords	\$	21.60 / Cord
Mixed Oak	636.00	Cords	\$	15.55 / Cord
Red Pine	52.00	Cords	\$	44.85 / Cord
White Pine	165.00	Cords	\$	18.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.94 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 \$6,063.00 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	15.7%
02	21.0%
03	17.4%
04	5.7%
05	9.0%
06	12.0%
07	10.4%
08	8.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2023.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	2.8	MBF	24.4	\$19,013.70
	Basswood		1.4	MBF		
	Beech		21.7	MBF		
	Red Maple		29.5	MBF		
	Red Oak		1.1	MBF		
	Red Pine		3.5	MBF		
	Sugar Maple		29.0	MBF		
	Mixed Aspen	Pulpwood	15.0	Cords		
	Mixed Hardwood		529.0	Cords		
	Mixed Oak		10.0	Cords		
	Red Pine		13.0	Cords		
	White Pine		2.0	Cords		
2	B. T. Aspen	Sawtimber	3.8	MBF	32.7	\$25,523.90
_	Basswood		1.8	MBF		<b>4_0,0_0.00</b>
	Beech		29.2	MBF		
	Red Maple		39.5	MBF		
	Red Oak		1.5	MBF		
	Red Pine		4.6	MBF		
	Sugar Maple		38.9	MBF		
	Mixed Aspen	Pulpwood	20.0	Cords		
		Pulpwood		I		
	Mixed Hardwood		709.0	Cords		
	Mixed Oak		14.0	Cords		
	Red Pine		18.0	Cords		
	White Pine		3.0	Cords		
3	B. T. Aspen	Sawtimber	3.1	MBF	27.0	\$21,067.65
	Basswood		1.5	MBF		
	Beech		24.0	MBF		
	Red Maple		32.7	MBF		
	Red Oak		1.3	MBF		
	Red Pine		3.8	MBF		
	Sugar Maple		32.1	MBF		
	Mixed Aspen	Pulpwood	17.0	Cords		
	Mixed Hardwood		585.0	Cords		
	Mixed Oak		11.0	Cords		
	Red Pine		15.0	Cords		
	White Pine		2.0	Cords		
4	B. T. Aspen	Sawtimber	12.6	MBF	7.4	\$6,918.90
	Red Maple		7.0	MBF		40,01010
	Red Oak		16.8	MBF		
	Sugar Maple		2.0	MBF		
	White Oak		4.0	MBF		
	Mixed Aspen	Pulpwood	25.0	Cords		
	Mixed Hardwood	Taipwood	92.0	Cords		
	Mixed Oak		47.0	Cords		
	White Pine	0 " 1	3.0	Cords	40.0	<b>*</b> 40.004.05
5	B. T. Aspen	Sawtimber	9.8	MBF	19.2	\$10,881.05
	Beech		3.1	MBF		
	Paper Birch		2.8	MBF		
	Red Maple		12.9	MBF		
	Red Oak		14.7	MBF		
	Sugar Maple		0.1	MBF		
	Mixed Aspen	Pulpwood	81.0	Cords		
	Mixed Hardwood		198.0	Cords		
	Mixed Oak		78.0	Cords		
	i e	Ī		0	ı	
	Red Pine		6.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6	B. T. Aspen	Sawtimber	4.5	MBF	20.3	\$14,524.55
	Beech		0.3	MBF		
	Paper Birch		0.2	MBF		
	Red Maple		4.9	MBF		
	Red Oak		48.6	MBF		
	Sugar Maple		1.0	MBF		
	Mixed Aspen	Pulpwood	26.0	Cords		
	Mixed Hardwood		107.0	Cords		
	Mixed Oak		221.0	Cords		
	White Pine		22.0	Cords		
7	B. T. Aspen	Sawtimber	3.8	MBF	17.3	\$12,665.55
	Red Maple		3.4	MBF		
	Red Oak		43.0	MBF		
	Sugar Maple		0.8	MBF		
	Mixed Aspen	Pulpwood	21.0	Cords		
	Mixed Hardwood		90.0	Cords		
	Mixed Oak		194.0	Cords		
	White Pine		22.0	Cords		
8	B. T. Aspen	Sawtimber	11.3	MBF	13.6	\$10,671.40
	Red Oak		18.0	MBF		
	Mixed Aspen	Pulpwood	63.0	Cords		
	Mixed Hardwood		184.0	Cords		
	Mixed Oak		61.0	Cords		
	White Pine		87.0	Cords		
		TOTAL:	532.4	MBF		
		TOTAL:	3,615.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Sassy Tanager Hardwood Sale Number: 72-016-19 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 red and yellow paint, along with a snowmobile trail. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint, with the exception of the boundaries between Payment Units 5, 6, 7, and 8, which are unpainted and designated by the snowmobile trail (see Timber Sale Map). Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-8, cut all trees that are two (2) inches or more at DBH, except within Payment Units 1, 2 and 3, do not cut trees marked with green paint. In addition, within Payment Units 6 and 7, do not cut any white oak. Also, within Payment Unit 8, do not cut red pine or white pine which are sixteen (16) inches or more at DBH.

#### 2.2 - Utilization

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

Payment Units 1, 2, 3 and 5, must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portions of 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 producer may skid all remaining topwood out of these Payment Units and scatter in locations approved by the sale administrator. If the deadline is not met, damages will be collected and determined by the cost to complete this work. A chipping exemption may be obtained if proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing. 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 Payment Unit(s) 1, 2, 3 and 5 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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 oak tree seedlings and saplings.

Within Payment Units 6 and 7, if more than 25% of the oak 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 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 (trees > 4.5" DBH) throughout the sale. 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 chipped, utilized or dispersed into the sale area.

#### 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 dispersed into 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. Overgrown roads that are reopened shall be considered new roads. 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. 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.

#### 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary right-of-way access permits that may be required.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Dan Kobylinski with Breitburn at 989-370-1512.

#### 5.2 - Conduct of Operations

#### 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

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

Within all Payment Units, 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.

#### 5.2.4 - 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) 4, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These pieces may consist of un-merchantable portions of trees, which meet the aforementioned size specifications.

#### 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 wind-rowed on the edge.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of natural gas well heads without permission of the gas company.

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

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

#### 5.2.39 - ORV trail/route protection (4/18)

The Frederic Trail is an ATV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with ATV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

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

The LP79 is a snowmobile and ORV Trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. The snowmobile trail may not be used for any timber sale operation from December 1 to March 31, without prior written approval of the Unit Manager. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The snowmobile trail may only be crossed at right angles. Maintain a 20 foot wide slash, debris and rut free zone daily using the snowmobile trail as the center-line. No decking of forest products will be permitted along the snowmobile trail. In addition, any trees cut within 5 feet of the trail must be cut flush at ground level.

#### 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 are 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.

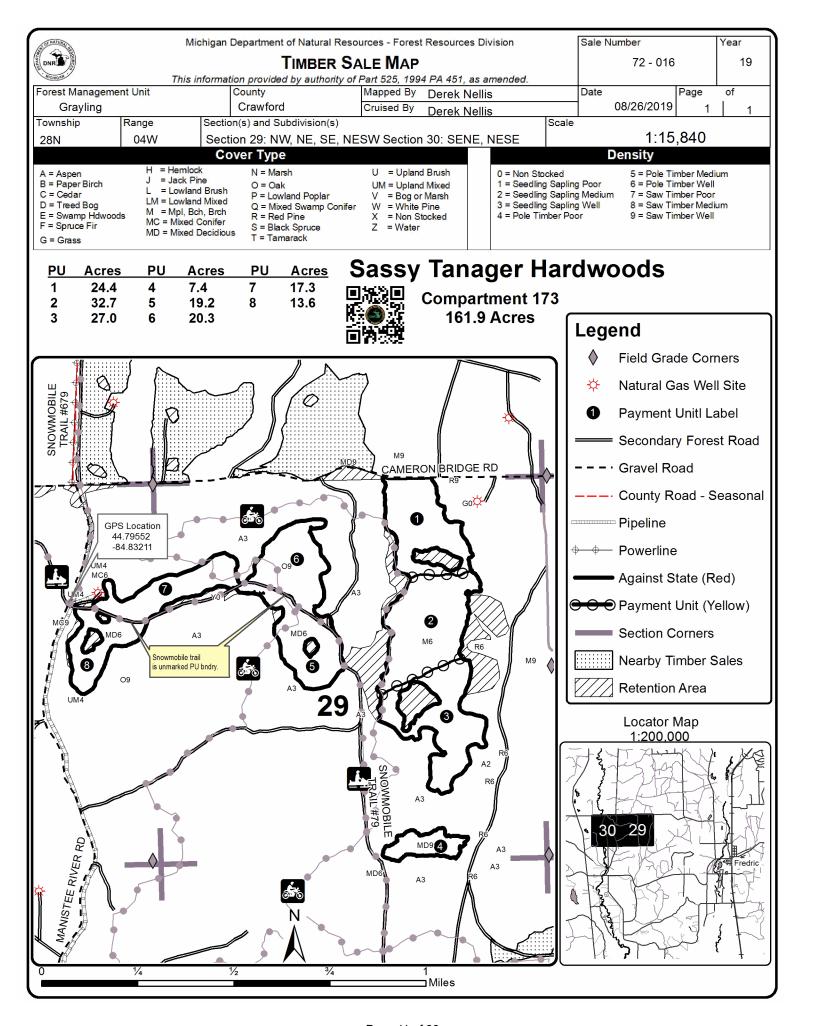
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on LP 79 (snowmobile/ORV) and Frederic Trail (motorcycle) prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser shall provide these signs.

Section Name: Sale Specific Current as of 7/9/2020 2:49:07PM



Page 12 of 30
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#### TIMBER SALE INFORMATION

Just Out of Range (72-017-19)

T25N, R04W, SEC. 18; T25N, R04W, SEC. 7; T25N, R05W, SEC. 13. Crawford County (Advertised Price \$42,287.95)

SALE NOTE: Extensive gas and/or oil pipelines exist throughout this sale.

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*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Northern Pin Oak	28.40	MBF	\$	142.00 / MBF
White Oak	0.90	MBF	\$	48.00 / MBF
Pulpwood				
Balsam Fir	1.00	Cords	\$	13.25 / Cord
Jack Pine	1,528.00	Cords	\$	15.25 / Cord
Mixed Aspen	272.00	Cords	\$	15.65 / Cord
Mixed Hardwood	80.00	Cords	\$	21.60 / Cord
Mixed Oak	368.00	Cords	\$	15.55 / Cord
Red Pine	38.00	Cords	\$	44.85 / Cord
White Pine	79.00	Cords	\$	18.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.56 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 \$2,114.00 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	26.3%
02	23.7%
03	8.1%
04	12.5%
05	17.3%
06	12.1%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2023.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Northern Pin Oak	Sawtimber	1.9	MBF	56.2	\$11,154.05
	Jack Pine	Pulpwood	601.0	Cords		
	Mixed Aspen		11.0	Cords		
	Mixed Hardwood		6.0	Cords		
	Mixed Oak		69.0	Cords		
	Red Pine		6.0	Cords		
	White Pine		4.0	Cords		
2	Northern Pin Oak	Sawtimber	1.7	MBF	50.0	\$10,033.15
	Jack Pine	Pulpwood	536.0	Cords		
	Mixed Aspen		10.0	Cords		
	Mixed Hardwood		5.0	Cords		
	Mixed Oak		62.0	Cords		
	Red Pine		7.0	Cords		
	White Pine		4.0	Cords		
3	Northern Pin Oak	Sawtimber	0.6	MBF	17.0	\$3,435.60
	Jack Pine	Pulpwood	183.0	Cords		
	Mixed Aspen		4.0	Cords		
	Mixed Hardwood		2.0	Cords		
	Mixed Oak		21.0	Cords		
	Red Pine		2.0	Cords		
	White Pine		2.0	Cords		
4	Northern Pin Oak	Sawtimber	8.2	MBF	27.8	\$5,295.60
	Jack Pine	Pulpwood	38.0	Cords		, , , , , , , , ,
	Mixed Aspen	'	73.0	Cords		
	Mixed Hardwood		17.0	Cords		
	Mixed Oak		65.0	Cords		
	Red Pine		10.0	Cords		
	White Pine		31.0	Cords		
5	Northern Pin Oak	Sawtimber	10.7	MBF	46.1	\$7,331.75
	White Oak		0.3	MBF		
	Jack Pine	Pulpwood	54.0	Cords		
	Mixed Aspen		108.0	Cords		
	Mixed Hardwood		26.0	Cords		
	Mixed Oak		103.0	Cords		
	Red Pine		12.0	Cords		
	White Pine		31.0	Cords		
6	Northern Pin Oak	Sawtimber	5.3	MBF	47.9	\$5,097.90
	White Oak		0.6	MBF		
	Balsam Fir	Pulpwood	1.0	Cords		
	Jack Pine		117.0	Cords		
	Mixed Aspen		66.0	Cords		
			24.0	Cords		
	Mixed Hardwood			I		
	Mixed Hardwood Mixed Oak		48.0	Cords		
	Mixed Oak		48.0 2.0	Cords Cords		
			48.0 2.0 7.0	Cords Cords Cords		
	Mixed Oak Red Pine	TOTAL:	2.0	Cords		

#### **Sale Specific Conditions & Requirements**

Sale Name: Just Out of Range Sale Number: 72-017-19 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 red and yellow paint, along with roads. Exterior sale boundary lines against state are marked with red paint, or designated by roads as shown on the Timber Sale Map. Interior Payment Unit boundaries are marked with yellow paint, or designated by roads as shown on the Timber Sale Map. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-6, cut all trees that are two (2) inches or more at DBH.

#### 2.1.14 - Dead oak (1/15)

Dead oak (defined as loose bark and no live branches) may be cut throughout the sale area. If cut, it must be skidded and piled separately on the landing. The sale administrator will measure the dead oak and the wood cannot be hauled prior to scaling. The Purchaser will be invoiced at \$10.00 per cord. The contractor has 30 days to pay from the date of the invoice.

#### 2.2 - Utilization

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

Payment Units 4, 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 Purchaser may skid all remaining top-wood out of these Payment Units and scatter in locations approved by the sale administrator. If the deadline is not met, damages will be collected determined by the cost to complete this work. A chipping exemption can be obtained if proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing. 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 Payment Unit(s) 4, 5, and 6 shall not exceed 6 inches. This is in order to facilitate planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be chipped, utilized or otherwise dispersed into 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. Overgrown roads that are reopened shall be considered new roads. 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. 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.

#### 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway permits that may be required.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Dan Kobylinski with Breitburn at 989-370-1512.

#### 5.2 - Conduct of Operations

#### 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.

#### 5.2.32 - 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.

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of injection wells without permission of the pipeline company.

#### 5.2.43 - Opening protection (12/08)

No activities are permitted in openings marked on the Timber Sale Map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

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

#### 5.8 - Protection of Endangered Species

#### 5.8.1 - Kirtland's warbler (1) (10/12)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1 to August 15.

#### 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 County Line Rd 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 shall provide these signs.

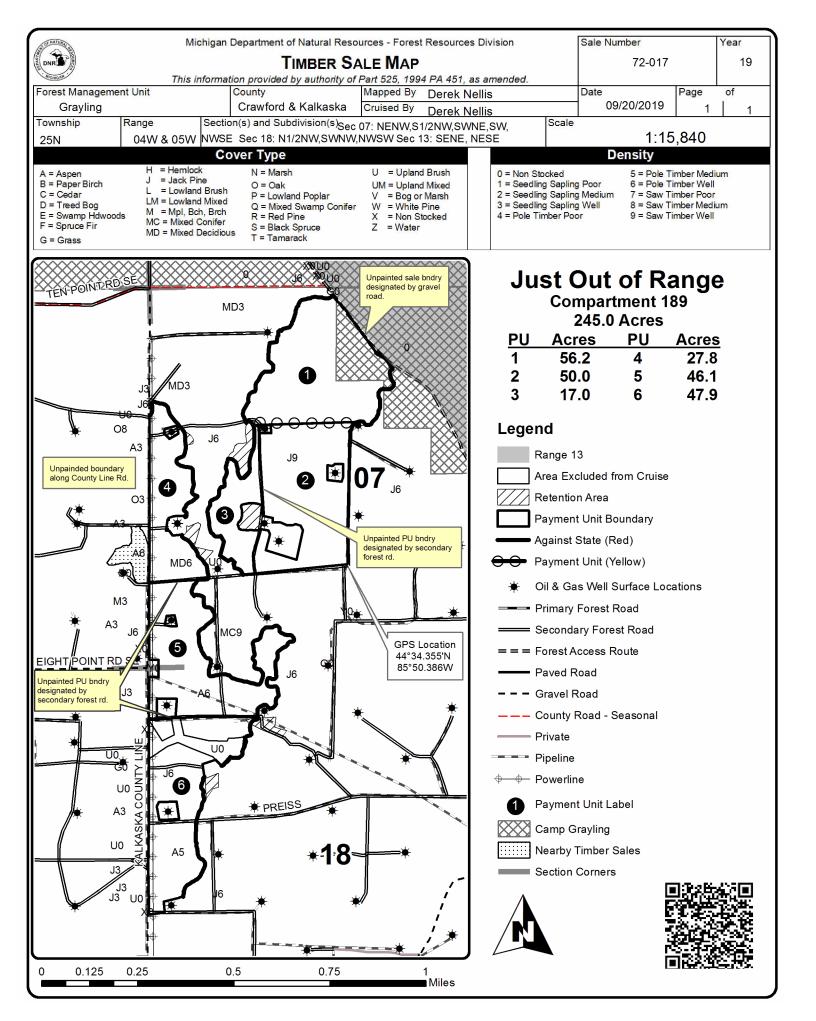
#### 7 - Other Conditions

#### 7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from oak and aspen decline. 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 7/22/2020 11:26:15AM



#### TIMBER SALE INFORMATION

Howes ORV Oak (72-033-19)
T27N, R04W, SEC. 16; T27N, R04W, SEC. 21.
Crawford County (Advertised Price \$207,939.20)

SALE NOTE: The sale has extensive ORV trail interface. Two suspected oak wilt epicenters in Payment Units 1 and 2 had vibratory plow lines installed as a control measure. Seasonal operating restrictions for oak wilt and coppice regen protection will be applied. All of the harvest units had been thinned in previous decades, so there is a well-established red maple understory that must be cut in order to favor the expected oak stump sprout regen.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		ADVERTISED PRI	
Sawtimber				
Mixed Aspen	6.90	MBF	\$	33.00 / MBF
Red Maple	5.90	MBF	\$	47.00 / MBF
Red Oak	1,185.90	MBF	\$	153.00 / MBF
Red Pine	6.10	MBF	\$	91.00 / MBF
White Oak	56.30	MBF	\$	48.00 / MBF
Pulpwood				
Mixed Aspen	22.00	Cords	\$	15.65 / Cord
Mixed Oak	1,222.00	Cords	\$	15.55 / Cord
Red Maple	107.00	Cords	\$	21.60 / Cord
Red Pine	24.00	Cords	\$	44.85 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.24 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 \$10,397.00 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	31.8%
02	17.8%
03	12.9%
04	18.0%
05	19.5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2023.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	393.0	MBF	28.9	\$66,126.65
	White Oak		16.1	MBF		
	Mixed Oak	Pulpwood	311.0	Cords		
	Red Maple		18.0	Cords		
2	Red Maple	Sawtimber	1.8	MBF	24.1	\$36,998.35
	Red Oak		212.8	MBF		
	White Oak		8.0	MBF		
	Mixed Oak	Pulpwood	229.0	Cords		
	Red Maple		19.0	Cords		
3	Red Oak	Sawtimber	157.5	MBF	14.5	\$26,817.10
	White Oak		5.4	MBF		
	Mixed Oak	Pulpwood	136.0	Cords		
	Red Maple		16.0	Cords		
4	Mixed Aspen	Sawtimber	4.2	MBF	21.9	\$37,511.65
	B. T. Aspen		4.2	MBF		
	Red Maple		1.8	MBF		
	Red Oak		196.6	MBF		
	Red Pine		6.1	MBF		
	White Oak		10.1	MBF		
	Mixed Aspen	Pulpwood	14.0	Cords		
	Mixed Oak		287.0	Cords		
	Red Maple		19.0	Cords		
	Red Pine		24.0	Cords		
5	Mixed Aspen	Sawtimber	2.7	MBF	25.1	\$40,485.45
	Quaking Aspen		2.7	MBF		
	Red Maple		2.3	MBF		
	Red Oak		226.0	MBF		
	White Oak		16.7	MBF		
	Mixed Aspen	Pulpwood	8.0	Cords		
	Mixed Oak		259.0	Cords		
	Red Maple		35.0	Cords		
		TOTAL:	1,261.1	MBF		
		TOTAL:	1,375.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Howes ORV Oak Sale Number: 72-033-19 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 red and yellow paint, along with a road. Exterior sale boundary lines against state are marked with red paint. The interior Payment Unit boundary between Payment Units 1 and 2 is largely unpainted and identified by a dirt road, though there is a small portion that is marked with yellow paint, as shown on the Timber Sale Map. The red painted boundary line trees are not Included Timber and are to be protected, except cut all red painted trees along the cleared portions of county road right-of-ways. If the red painted tree along the right-of-way is a clump, cut all stems which comprise the clump. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid in full.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-5, cut all trees that are one (1) inch or more at DBH, with the following exceptions:

- Within Payment Units 1 and 2, do not cut red pine, white pine, and the two stands of A3 cover type, as shown on the Timber Sale Map.
- Within Payment Unit 3 and 5, do not cut any red pine, white pine, or the green-marked tree within Payment Unit 5.
- Within Payment Unit 4, do not cut any naturally-established red pine and white pine. The 1.2 acre stand R9, as shown on the Timber Sale Map, is a red pine plantation which is Included Timber.

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

Note that vibratory plow lines were installed around two suspected oak wilt epicenters within Payment Units 1 and 2 in 2011.

#### 2.2 - Utilization

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

Stump heights within the sale area shall not exceed 18 inches for trees eighteen (18) inches or more at DBH, and 12 inches for trees less than eighteen (18) inches at DBH.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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.

#### 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. No damage is acceptable to undesignated live merchantable trees. Within the sale area, if more than 10% 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 chipped, utilized or dispersed into the sale.

#### 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 scattered away from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, closure will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must also be spread across the first one hundred feet of road behind the berm. Contact the sale administrator for details of design and placement.

#### 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway permits that may be required.

#### 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 to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule this conference.

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-5, 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.

#### 5.2.3.11 - Coppice regeneration protection (4/10)

To promote oak regeneration, harvesting is limited to the period of November 1 to May 1. Timber harvesting in any Payment Unit must be completed before significant sprouting occurs within that Payment Unit, to minimize damage to new regeneration. Any post harvest operation, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left un-chipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

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

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

#### 5.2.39 - ORV trail/route protection (4/18)

The Frederic Trail is an ATV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange or yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

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

LP 79 is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1. The snowmobile trail may not be used for any sale operation from December 1 to March 31.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

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

#### 5.8 - Protection of Endangered Species

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

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on Snake Trail and Howes Lake 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. If the Snowmobile Trail is used for hauling between December 1 and March 31, caution signs must be posted to warn of truck traffic during hauling operations. The Purchaser shall provide these signs.

#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Frederic ATV Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser shall provide these signs.

Section Name: Sale Specific Current as of 7/9/2020 9:26:39AM

DNR		Tı	MBER SA	urces - Forest Resource ALE MAP Part 525, 1994 PA 451,		Sale Number 72-033	Year 19
Forest Manag		County		Mapped By Charlebo	ois	Date	Page of
Grayling	· · · · · · · · · · · · · · · · · · ·	Crawford		Cruised By Charlebo		09-06-19	1 1
Township	Range	Section(s) and Subd		Sec 21 - N			
27N	04W		W1/2NE, SI	ENE, N1/2SE, SESE	, SVV		5,840
		Cover Type				Density	
A = Aspen B = Paper Birc C = Cedar D = Treed Bog E = Swamp Hot F = Spruce Fir G = Grass	L = Lowlar LM = Lowlar dwoods M = Mpl, B	ine	Swamp Conifer ne Spruce	U = Upland Brush UM = Upland Mixed V = Bog or Marsh W = White Pine X = Non Stocked Z = Water	0 = Non Stocked 1 = Seedling Sap 2 = Seedling Sap 3 = Seedling Sap 4 = Pole Timber I	bling Poor 6 = Pole bling Medium 7 = Saw bling Well 8 = Saw	Timber Medium Timber Well Timber Poor Timber Medium Timber Well
G = Grass	Dirt road desiboundary bet Payment Unit There is a Sn amount of yel to the west of Sale Bou Sale Bou Payment Unit There is a Sn amount of yel to the west of Payment Unit There is a Sn amount of yel to the west of Sale Bou Sale Bou Payment Cover Ty Paved Court Poor Dirt Closed Ruman ATV Tra	d44.7383 -84.8182  44.7383 -84.8182  Adam (Red)  Unit pe line punty Road  County Road  County Road  Road  Obile Trail	Snake	MD3 M	O9 O	09 A3	ment 177
0	0.25	0.5	0.75	1 Miles			

\_\_\_\_\_\_

#### BID FORM

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

#### Sassy Tanager Hardwood (72-016-19)

T28N, R04W, SEC. 29; T28N, R04W, SEC. 30; Crawford COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on August 14, 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	ESTIMATED VOLUME*	<u>ADV</u>	<u>/ERTISED PRICE</u>	BID PRICE/UNIT
B. T. Aspen	51.70 MBF	\$	33.00/MBF	\$
Basswood	4.70 MBF	\$	48.00/MBF	\$
Beech	78.30 MBF	\$	45.00/MBF	\$
Paper Birch	3.00 MBF	\$	26.00/MBF	\$
Red Maple	129.90 MBF	\$	47.00/MBF	\$
Red Oak	145.00 MBF	\$	153.00/MBF	\$
Red Pine	11.90 MBF	\$	91.00/MBF	\$
Sugar Maple	103.90 MBF	\$	123.00/MBF	\$
White Oak	4.00 MBF	\$	48.00/MBF	\$
Pulpwood				
Mixed Aspen	268.00 Cords	\$	15.65/Cord	\$
Mixed Hardwood	2,494.00 Cords	\$	21.60/Cord	\$
Mixed Oak	636.00 Cords	\$	15.55/Cord	\$
Red Pine	52.00 Cords	\$	44.85/Cord	\$
White Pine	165.00 Cords	\$	18.80/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 7.94 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	JRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAILA	ABLE, PLEASE PLACE THE PERSOI	NALIZED LABEL FROM	YOUR PROSPECTUS IN TI	HE ABOVE BOX.
ndividual or company representative's signature: Date:				
Phone nu	hone number : Email (optional):			

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



#### 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.	<ol> <li>My business is organized as (you must check one of the boxes below A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ol>	A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership			
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>				
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number than yourself, including family members and active partners (if none, your full-time Employees				
Nam	Name of Business Federal ID (o	r) Social Security No.			
Addı	Address Telephone ( )				
City	City State ZIP				
in fa _	I hereby certify that the above information is true and correct. I agree to n in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative				
T	Title	Date			

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

#### **BID FORM**

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

#### Howes ORV Oak (72-033-19)

T27N, R04W, SEC. 16; T27N, R04W, SEC. 21; Crawford COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on August 14, 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	ESTIMATED	VOLUME*	<u>A</u> E	VERTISED PRICE	BID PRICE/UNIT
Mixed Aspen	6.90	MBF	\$	33.00/MBF	\$
Red Maple	5.90	MBF	\$	47.00/MBF	\$
Red Oak	1,185.90	MBF	\$	153.00/MBF	\$
Red Pine	6.10	MBF	\$	91.00/MBF	\$
White Oak	56.30	MBF	\$	48.00/MBF	\$
Pulpwood					
Mixed Aspen	22.00	Cords	\$	15.65/Cord	\$
Mixed Oak	1,222.00	Cords	\$	15.55/Cord	\$
Red Maple	107.00	Cords	\$	21.60/Cord	\$
Red Pine	24.00	Cords	\$	44.85/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 8.24 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: \_\_\_-\_ \_ or SOCIAL SECURITY NUMBER: \_\_\_ -\_\_ - \_\_ - \_\_ - \_\_\_

	Company or individual bidding:				
Company representative's name:					
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PE	RSONALIZED LABE	L FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	
Individual	vidual or company representative's signature: Date:				
Phone nu	hone number : Email (optional):				

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



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

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

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

#### **BID FORM**

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

#### <u>Just Out of Range (72-017-19)</u>

T25N, R04W, SEC. 18; T25N, R04W, SEC. 7; T25N, R05W, SEC. 13; Crawford

In response to the notice of sale to be held 9:00 a.m. (local time) on August 14, 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	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	<u>BID PRICE/L</u>	<u>JNIT</u>
Sawtimber						
Northern Pin Oak	28.40	MBF	\$	142.00/MBF	\$	_
White Oak	0.90	MBF	\$	48.00/MBF	\$	
Pulpwood						
Balsam Fir	1.00	Cords	\$	13.25/Cord	\$	_
Jack Pine	1,528.00	Cords	\$	15.25/Cord	\$	
Mixed Aspen	272.00	Cords	\$	15.65/Cord	\$	
Mixed Hardwood	80.00	Cords	\$	21.60/Cord	\$	_
Mixed Oak	368.00	Cords	\$	15.55/Cord	\$	_
Red Pine	38.00	Cords	\$	44.85/Cord	\$	
White Pine	79.00	Cords	\$	18.80/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 8.56 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	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
Individual	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.

•	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 significant.	All Information must be typed or printed except for written signatures.				
Ple	Please Check Appropriate Categories:					
1.	<ol> <li>My business is organized as (you must check one of the book.</li> <li>Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>	B. ☐ Partnership				
<ul> <li>You must check one of the boxes below:</li> <li>A.   I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the</li> </ul>						
	Worker's Compensation Laws.  B.  I certify my business has satisfied its o bligation to the Work	er's Compensation Act through the use of an approved Notice of e Notice of Exclusion within 21 days of the contract award. (For				
C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insural one (21) days of the contract award.		I will provide an original Certificate of Insurance within twenty-				
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partners</li> </ol>	the number of <b>both</b> full-time and part-time employees, other is (if none, you must enter "0").				
	Full-time Employees	Part-time Employees				
Nan	Name of Business	Federal ID (or) Social Security No.				
Add	Address	Telephone ( )				
City	City State .	ZIP				
	hereby certify that the above information is true and correct. In factors affecting my coverage during any of my present and fu					
-	Signature of Owner or Authorized Representative					
=	Title	Date				

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

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