

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# TIMBER SALE PROSPECTUS #6892

### <u>SCHEDULED SALE DATE AND TIME:</u> 10:00 a.m. (local time) on August 11, 2021. <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:

<u>Guernsey-School Mix</u> (73-010-20) / T17N, R02E, SEC. 2 , SWSW. T17N, R02E, SEC. 3 , SENW,SW,NWSE,S1/2SE. T17N, R02E, SEC. 4 , N1/2SE,SWSE. T17N, R02E, SEC. 4 , NENW,S1/2NW,SWNE,E1/2SW. Gladwin County, Advertised Price \$29,554.80, 117.8 Acres, Hardwood, Aspen.

<u>Sturgeon's Hope</u> (73-013-20) / T15N, R01E, SEC. 10, N1/2NW,SWNW,NE,SESW,SWSE. T15N, R01E, SEC. 15, W1/2NE. T15N, R01E, SEC. 3 , W1/2SW. T15N, R01E, SEC. 4 , S1/2NE,N1/2SE,SESE. T15N, R01E, SEC. 9 , E1/2NE. Midland County, Advertised Price \$53,931.60, 122.8 Acres, Hardwood, Aspen.

SALE NOTE: The access to the Payment Units uses Hope Road which is a seasonal county road. The road needs work to make it usable for logging trucks to access some of the Payment Units. The sale is restricted to dry/frozen conditions mainly because of access issues.

# 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 August 11, 2021. 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>Guernsey-School Mix (73-010-20)</u> T17N, R02E, SEC. 2; T17N, R02E, SEC. 3; T17N, R02E, SEC. 4. Gladwin County (Advertised Price \$29,554.80)

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. All units of volume listed below were estimated using the T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Mixed Aspen	50.4	MBF	\$	63.00 / MBF
Mixed Oak	53.3	MBF	\$	80.00 / MBF
Red Maple	13.3	MBF	\$	36.00 / MBF
Red Oak	51.3	MBF	\$	116.00 / MBF
Pulpwood				
Mixed Aspen	401	Cords	\$	18.45 / Cord
Mixed Hardwood	240	Cords	\$	15.05 / Cord
Mixed Oak	275	Cords	\$	16.85 / Cord
Red Pine	1	Cords	\$	41.80 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.72 percent. There are an estimated 1,255 cords on this timber sale, plus or minus 160 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,478.00 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	23.1%
02	5.0%
03	6.7%
04	17.8%
05	13.8%
06	33.6%

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

5. Operations on the contract issued will terminate on 09/30/2024.

### SALE STATISTICS

#### SALE VOLUMES

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
99,162	1,255	12.72%	1,096	1,415

#### **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
30	5,625	71	56.44%	31	111
31	22,389	283	30.00%	198	368
106	16,124	204	27.08%	149	259
133	20,659	262	34.47%	171	352
215	26,639	337	19.85%	270	404
254	7,710	98	34.94%	63	132
TOTAL:	99,145	1,255		883	1,627

### VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
30	8.9	2	8.9
31	32.1	4	32.1
106	18.5	5	18.5
133	34.0	6	34.0
215	15.5	1	15.5
254	8.8	3	8.8
TOTAL:	117.8		117.8

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	29.5	MBF	15.5	\$6,829.60
	Quaking Aspen		29.5	MBF		
	Mixed Oak		6.7	MBF		
	Bl/R/Hybrid Oak		6.7	MBF		
	Red Maple		9.1	MBF		
	Mixed Aspen	Pulpwood	107	Cords		
	Quaking Aspen		107	Cords		
	Mixed Hardwood		116	Cords		
	Paper Birch	Sawtimber	1.1	MBF		
	American Elm	Pulpwood	3	Cords		
	Paper Birch		3	Cords		
	Red Maple		108	Cords		
	Mixed Oak		23	Cords		
	BI/R/Hybrid Oak		23	Cords		
2	Mixed Aspen	Sawtimber	0.8	MBF	8.9	\$1,474.45
	B. T. Aspen		0.4	MBF		
	, Quaking Aspen		0.4	MBF		
	Mixed Oak		5.3	MBF		
	Bl/R/Hybrid Oak		5.3	MBF		
	Mixed Aspen	Pulpwood	20	Cords		
	B. T. Aspen		12	Cords		
	Quaking Aspen		8	Cords		
	Mixed Hardwood		19	Cords		
	Paper Birch		2	Cords		
	Red Maple		17	Cords		
	Mixed Oak		18	Cords		
	BI/R/Hybrid Oak		18	Cords		
	Red Pine		1	Cords		
3	Mixed Aspen	Sawtimber	9.2	MBF	8.8	\$1,983.50
5	B. T. Aspen	Gawaniber	9.2	MBF	0.0	ψ1,303.30
	Mixed Oak		1.6	MBF		
	Bl/R/Hybrid Oak		1.6	MBF		
	Red Maple		2.9	MBF		
	Mixed Aspen	Pulpwood	2.9	Cords		
	B. T. Aspen		21	Cords		
	Quaking Aspen		10	Cords		
	Mixed Hardwood		32	Cords		
	Paper Birch		32 2	Cords		
	Red Maple		30	Cords		
	Mixed Oak		30	Cords		
	BI/R/Hybrid Oak		7	Coras Cords		
	-	Soutimber			20.4	¢E 064 EE
4	Mixed Aspen	Sawtimber	7.5	MBF	32.1	\$5,264.55
	B. T. Aspen		7.5	MBF		
	Mixed Oak		4.2	MBF		
	Northern Pin Oak		4.2	MBF		
	Red Maple		1.3	MBF		
	Mixed Aspen	Pulpwood	119	Cords		
	B. T. Aspen		117	Cords		
	Quaking Aspen		2	Cords		
	Mixed Hardwood		62	Cords		
	Paper Birch		3	Cords		
	Red Maple		59	Cords		
	Mixed Oak		76	Cords		
	Northern Pin Oak		76	Cords		
5	Mixed Aspen	Sawtimber	3.4	MBF	18.5	\$4,084.35
	B. T. Aspen		3.4	MBF		

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Mixed Oak	Sawtimber	7.6	MBF		
	Northern Pin Oak		7.6	MBF		
	Mixed Aspen	Pulpwood	124	Cords		
	B. T. Aspen		124	Cords		
	Mixed Hardwood		11	Cords		
	Paper Birch		5	Cords		
	Red Maple		6	Cords		
	Mixed Oak		48	Cords		
	Northern Pin Oak		48	Cords		
6	Mixed Oak	Sawtimber	27.9	MBF	34.0	\$9,918.35
	Northern Pin Oak		27.9	MBF		
	Red Oak		51.3	MBF		
	Mixed Oak	Pulpwood	103	Cords		
	Northern Pin Oak		37	Cords		
	Red Oak		66	Cords		
		TOTAL:	168.3	MBF		
		TOTAL:	917	Cords		

### Sale Name: Guernsey-School Mix

Sale Number: 73-010-20 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 and red. 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) 1 - 5, cut all trees that are two (2) inches or more at DBH, except within Payment Units 1 and 3 - 5, do not cut conifers or trees marked with green paint above and below stump height. Within Payment Unit 2, do not cut red pine or white oak.

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

Within Payment Unit(s) 6, all oak with a DBH equal to or greater than 12 inches which meet minimum piece specifications in 2.2 Utilization, are designated for cutting.

### 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. No damage is acceptable to undesignated live merchantable trees. Within Payment Unit 6, if more than 15% 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

# 4.1.7 - 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, 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. These roads must be rendered impassable to cars and trucks. 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. Contact the sale administrator for specific details of design and placement.

### 4.2 - Maintenance

# 4.2.1 - Hauling restriction (12/08)

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

### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

# 5 - Operations

5.2 - Conduct of Operations

### 5.2.1 - Slash

# 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 36 inches in height.

# 5.2.3 - Operating Restrictions

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 - 4, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 1 to June 15. This restriction is because of seasonally wet weather conditions.

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

Within Payment Unit(s) 6, 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

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

To encourage grouse and other wildlife, in Payment Unit(s) 1 - 5, leave one 12" or larger diameter whole tree on the ground for every 3 acres. Trees should scattered throughout the Sale Area and at least two chains from any roads, two-tracks, or trails open to vehicles, or positioned per the sale administrators instructions. The butt end of the tree must be placed on the severed stump. Stumps must be at least 3 feet tall.

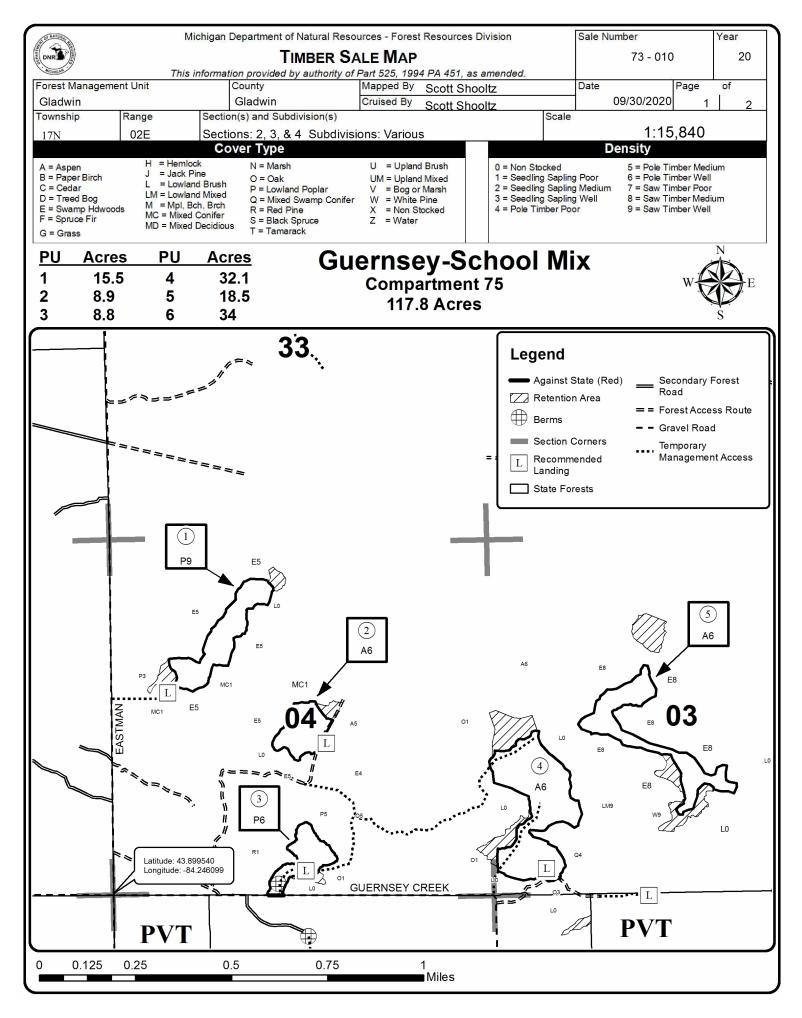
# 5.2.31 - Landing locations (9/13)

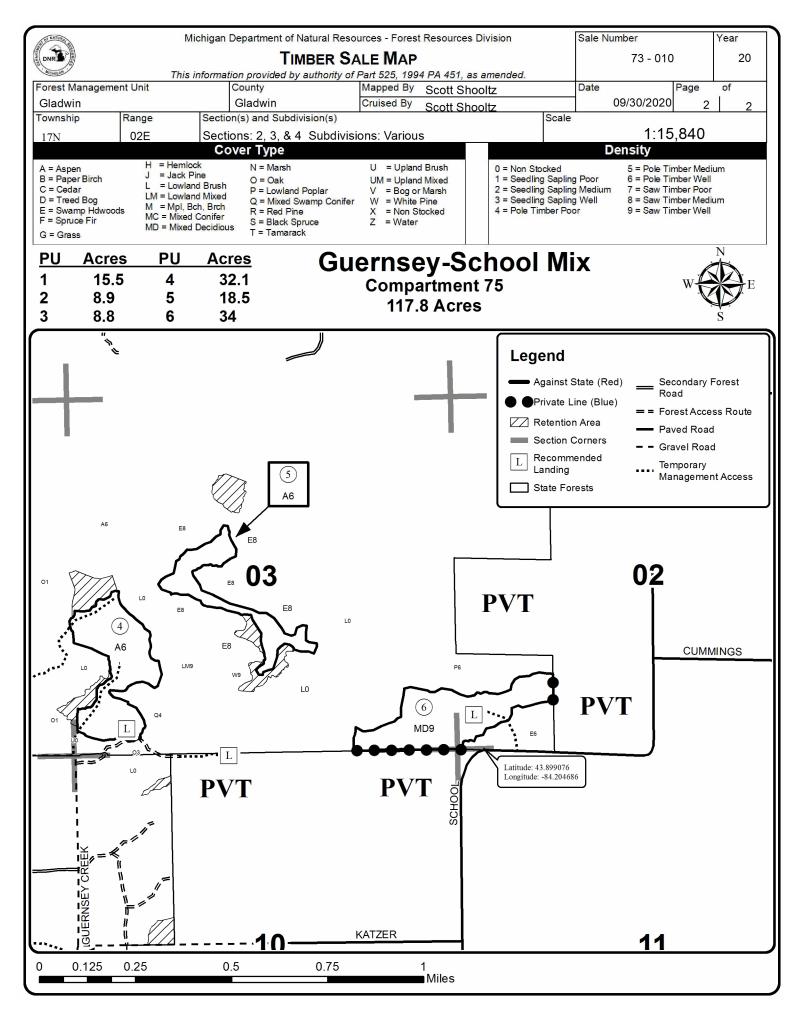
Recommended landing areas are marked on the Timber Sale Map with the letter "L". These locations are recommendations only. All landing locations and designs must be authorized by the Unit Manager or his/her representative.

# 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.





# TIMBER SALE INFORMATION

#### Sturgeon's Hope (73-013-20)

T15N, R01E, SEC. 10; T15N, R01E, SEC. 15; T15N, R01E, SEC. 3; T15N, R01E, SEC. 4; T15N, R01E, SEC. 9. Midland County (Advertised Price \$53,931.60)

SALE NOTE: The access to the Payment Units uses Hope Road which is a seasonal county road. The road needs work to make it usable for logging trucks to access some of the Payment Units. The sale is restricted to dry/frozen conditions mainly because of access issues.

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. All units of volume listed below were estimated using the T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	ADVE	RTISED PRICE
Sawtimber				
BI/R/Hybrid Oak	89.8	MBF	\$	80.00 / MBF
Red Maple	56.4	MBF	\$	36.00 / MBF
Red Oak	26.5	MBF	\$	116.00 / MBF
Red Pine	12.6	MBF	\$	94.00 / MBF
White Oak	11.2	MBF	\$	86.00 / MBF
Pulpwood				
Mixed Aspen	1,052	Cords	\$	18.45 / Cord
Mixed Hardwood	392	Cords	\$	15.05 / Cord
Mixed Oak	783	Cords	\$	16.85 / Cord
Paper Birch	12	Cords	\$	14.00 / Cord
Red Pine	17	Cords	\$	41.80 / Cord
White Pine	7	Cords	\$	16.35 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 9.55 percent. There are an estimated 2,652 cords on this timber sale, plus or minus 253 cords at the 95% confidence level. 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 \$2,697.00 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

	FERGENT OF TOTAL SALE V
01	19.7%
02	14.6%
03	5.9%
04	4.2%
05	10.0%
06	14.6%
07	14.3%
08	8.8%
09	7.9%

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

5. Operations on the contract issued will terminate on 03/31/2024.

### SALE STATISTICS

# SALE VOLUMES

VOLUME		VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM		
209,523	2,652	9.55%	2,399	2,905		

### **VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
15	23,621	299	21.26%	235	363
29	16,100	204	16.10%	171	237
51	12,687	161	56.90%	69	252
65	30,036	380	36.60%	241	519
79	42,091	533	22.94%	411	655
103	29,301	371	14.82%	316	426
113	27,705	351	14.82%	299	403
214	9,512	120	27.45%	87	153
218	18,447	234	36.78%	148	319
TOTAL:	209,500	2,652		1,977	3,327

### VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
15	14.8	5	14.8
29	6.6	9	6.6
51	12.2	3	12.2
65	20.1	2	20.1
79	25.3	1	25.3
103	12.0	7	12.0
113	17.6	6	17.6
214	5.0	4	5.0
218	9.2	8	9.2
TOTAL:	122.8		122.8

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

<b></b>					1	
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Bl/R/Hybrid Oak	Sawtimber	14.8	MBF	25.3	\$10,569.50
	Red Maple		2.6	MBF		
	Red Pine		4.8	MBF		
	Mixed Aspen	Pulpwood	299	Cords		
	B. T. Aspen	Sawtimber	9.9	MBF		
	B. T. Aspen	Pulpwood	279	Cords		
	Mixed Hardwood		38	Cords		
	Red Maple		38	Cords		
	, Mixed Oak		141	Cords		
	Bl/R/Hybrid Oak		140	Cords		
	White Oak		1	Cords		
	Paper Birch		3	Cords		
	Paper Birch	Sawtimber	0.6	MBF		
	Paper Birch	Pulpwood	2	Cords		
	Red Pine		8	Cords		
2	BI/R/Hybrid Oak	Sawtimber	5.2	MBF	20.1	\$7,882.85
	Red Maple	Cawamber	5.2	MBF	20.1	ψ1,002.00
	Red Pine		7.8	MBF		
	White Oak		3.7	MBF		
	Mixed Aspen	Pulpwood	243	Cords		
	B. T. Aspen	Sawtimber	7.1	MBF		
	-		203	Cords		
	B. T. Aspen	Pulpwood	203			
	Quaking Aspen			Cords		
	Mixed Hardwood		24	Cords		
	<i>Red Maple</i> Mixed Oak		24 53	Cords		
				Cords		
	BI/R/Hybrid Oak		48	Cords		
	White Oak		5	Cords		
	Red Pine		9	Cords		
	White Pine	Orentiestern	7	Cords		
	White Pine	Sawtimber	1.0	MBF		
	White Pine	Pulpwood	5	Cords	10.0	<b>*</b> 0.400.05
3	BI/R/Hybrid Oak	Sawtimber	9.9	MBF	12.2	\$3,183.25
	Red Maple		1.9	MBF		
	Mixed Aspen	Pulpwood	36	Cords		
	B. T. Aspen	Sawtimber	1.0	MBF		
	B. T. Aspen	Pulpwood	2	Cords		
	Quaking Aspen		32	Cords		
	Mixed Hardwood		24	Cords		
	Black Cherry		3	Cords		
	Red Maple		21	Cords		
	Mixed Oak		77	Cords		
	BI/R/Hybrid Oak		77	Cords		
4	Bl/R/Hybrid Oak	Sawtimber	2.9	MBF	5.0	\$2,287.40
	Mixed Aspen	Pulpwood	72	Cords		
	B. T. Aspen		3.8	MBF		
	B. T. Aspen	Pulpwood	64	Cords		
	Mixed Hardwood		8	Cords		
	Red Maple		8	Cords		
	Mixed Oak		36	Cords		
	Bl/R/Hybrid Oak		36	Cords		
5	BI/R/Hybrid Oak	Sawtimber	5.3	MBF	14.8	\$5,410.70
	Red Maple		3.0	MBF		
	Mixed Aspen	Pulpwood	112	Cords		
	B. T. Aspen		109	Cords		
	Quaking Aspen		3	Cords		

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Mixed Hardwood	Pulpwood	29	Cords		
0 00111	Red Maple		29	Cords		
	Mixed Oak		141	Cords		
	BI/R/Hybrid Oak		140	Cords		
	White Oak		1	Cords		
6	Bl/R/Hybrid Oak	Sawtimber	, 11.1	MBF	17.6	\$7,875.30
0	Red Oak	Sawtimber	17.3	MBF	17.0	φ1,010.00
	White Oak		0.6	MBF		
	-	Dulpwood	0.0 70			
	Mixed Aspen	Pulpwood		Cords		
	Quaking Aspen	Sawtimber	3.1	MBF		
	Quaking Aspen	Pulpwood	64	Cords		
	Mixed Hardwood		62	Cords		
	Black Cherry		1.0	MBF		
	Black Cherry	Pulpwood	7	Cords		
	Red Maple		53	Cords		
	Mixed Oak		158	Cords		
	Bl/R/Hybrid Oak		56	Cords		
	Red Oak		99	Cords		
	White Oak		3	Cords		
	Paper Birch		3	Cords		
	Paper Birch		3	Cords		
7	BI/R/Hybrid Oak	Sawtimber	14.0	MBF	12.0	\$7,732.15
	Red Maple		26.3	MBF		
	Red Oak		7.6	MBF		
	White Oak		4.1	MBF		
	Mixed Aspen	Pulpwood	80	Cords		
	B. T. Aspen	Sawtimber	14.8	MBF		
	Quaking Aspen	Carringer	2.1	MBF		
	B. T. Aspen	Pulpwood	34	Cords		
	Quaking Aspen	1 010000	12	Cords		
	Mixed Hardwood		118	Cords		
	Red Maple		118	Cords		
	Mixed Oak		65	Cords		
	BI/R/Hybrid Oak		39	Cords		
	Red Oak		15	Cords		
	White Oak		11	Cords		
	Paper Birch		6	Cords		
	Paper Birch		6	Cords		
8	BI/R/Hybrid Oak	Sawtimber	12.4	MBF	9.2	\$4,747.80
	Red Maple		3.8	MBF		
	White Oak		2.8	MBF		
	Mixed Aspen	Pulpwood	90	Cords		
	B. T. Aspen	Sawtimber	3.4	MBF		
	B. T. Aspen	Pulpwood	42	Cords		
	Quaking Aspen		41	Cords		
	Mixed Hardwood		38	Cords		
	Red Maple		38	Cords		
	Mixed Oak		68	Cords		
	Bl/R/Hybrid Oak		59	Cords		
	White Oak		9	Cords		
9	BI/R/Hybrid Oak	Sawtimber	14.2	MBF	6.6	\$4,242.65
5	Red Maple		13.6	MBF	0.0	ψτ,2τ2.00
	Red Oak		1.6	MBF		
	Mixed Aspen	Pulpwood	50	Cords		
	-	·		Cords MBF		
	B. T. Aspen	Sawtimber	13.4			
	B. T. Aspen	Pulpwood	23	Cords		

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
9 con't	Mixed Hardwood	Pulpwood	51	Cords		
	Red Maple		51	Cords		
	Mixed Oak		44	Cords		
	Bl/R/Hybrid Oak		38	Cords		
	Red Oak		6	Cords		
		TOTAL:	196.5	MBF		
		TOTAL:	2,263	Cords		

### Sale Specific Conditions & Requirements

### Sale Name: Sturgeon's Hope

Sale Number: 73-013-20 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. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. 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 - 9, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with green paint above and below stump height. In addition, within Payment Units 3 and 9 leave all pine; within Payment Units 6 and 7 leave all white pine; and Payment Unit 2 leave all white pine with a DBH greater than 22".

### 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 Payment Units 3, 6, 7 and 9, 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 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
  - 4.1.7 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. 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. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

### 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

### 5 - Operations

#### 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.

### 5.2.4 - 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 - 9 leave one 12" or larger diameter whole tree on the ground for every 3 acres. Trees should scattered throughout the Sale Area and at least two chains from any roads, two-tracks, or trails open to vehicles, or positioned per the sale administrators instructions. Stumps must be at least 3 feet tall.

### 5.2.22 - Operating Caution

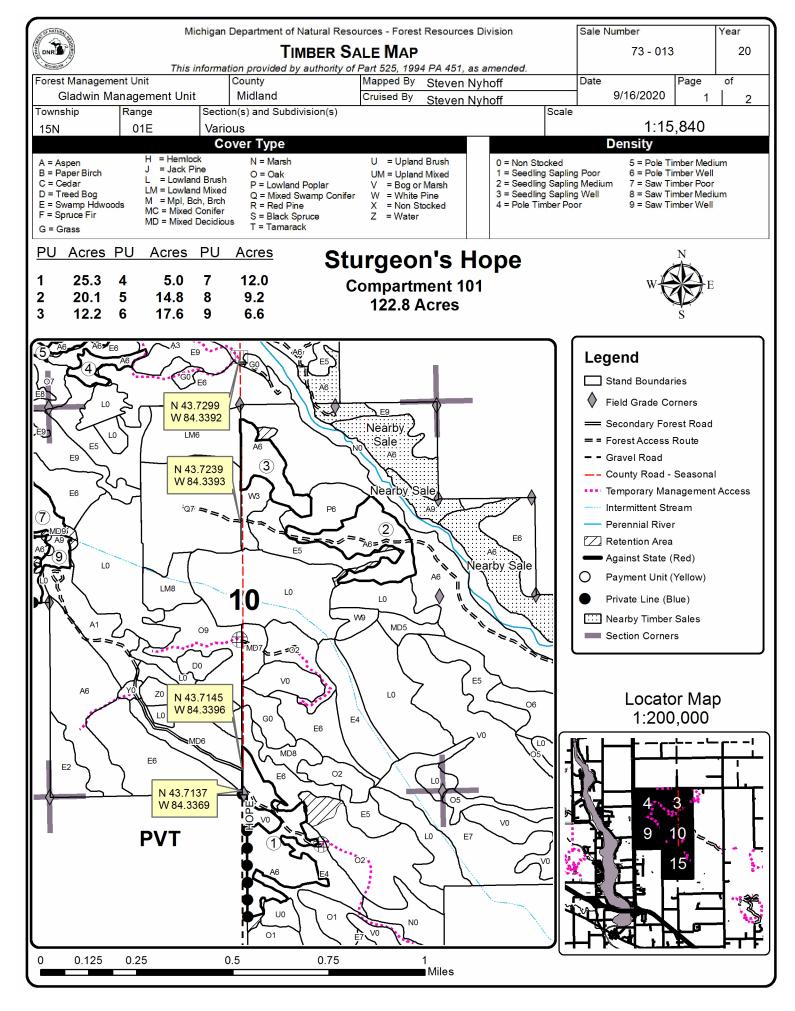
# 5.2.22.1 - Operating caution (6/11)

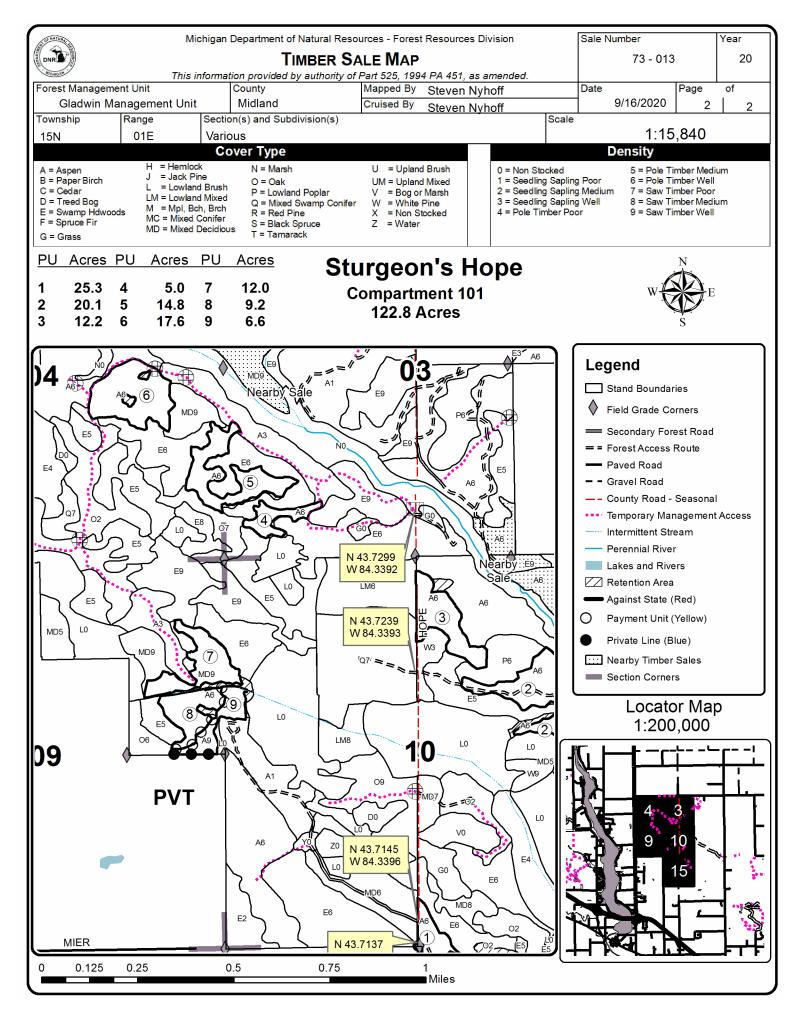
It is recommended, but not required, that within Payment Unit(s) 1 - 9, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because soils and access route is seasonable unpassable and prone to rutting.

### 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 / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

Guernsey-School Mix (73-010-20)

# T17N, R02E, SEC. 2; T17N, R02E, SEC. 3; T17N, R02E, SEC. 4; Gladwin COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on August 11, 2021, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Mixed Aspen	50.4	MBF	\$	63.00/MBF	\$
Mixed Oak	53.3	MBF	\$	80.00/MBF	\$
Red Maple	13.3	MBF	\$	36.00/MBF	\$
Red Oak	51.3	MBF	\$	116.00/MBF	\$
Pulpwood					
Mixed Aspen	401	Cords	\$	18.45/Cord	\$
Mixed Hardwood	240	Cords	\$	15.05/Cord	\$
Mixed Oak	275	Cords	\$	16.85/Cord	\$
Red Pine	1	Cords	\$	41.80/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 12.72 percent at 95% confidence level. 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	IRITY NUMBER:	·
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:	dividual or co	mpany repres	sentative's signatur	e:
---	----------------	--------------	----------------------	----

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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)			
add Michigan - 67	TIMBER SAL	.E					
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:			
				Forest Management Onit.			
		-	- d				
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.					
	CATION OF WORKER'S DISABILIT						
sale	<ul> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.</li> </ul>						
	<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	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. L	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			
	<ul> <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-</li> </ul>						
	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 u 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				
	v certify that the above information is rs affecting my coverage during any o			ify the Michigan DNR of any changes that occur ons.			
Signat	ure of Owner or Authorized Representative						
Title			Dat	le le			
			Da				

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

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

#### **BID FORM**

#### Sturgeon's Hope (73-013-20)

# T15N, R01E, SEC. 10; T15N, R01E, SEC. 15; T15N, R01E, SEC. 3; T15N, R01E,

In response to the notice of sale to be held 10:00 a.m. (local time) on August 11, 2021, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
BI/R/Hybrid Oak	89.8	MBF	\$	80.00/MBF	\$
Red Maple	56.4	MBF	\$	36.00/MBF	\$
Red Oak	26.5	MBF	\$	116.00/MBF	\$
Red Pine	12.6	MBF	\$	94.00/MBF	\$
White Oak	11.2	MBF	\$	86.00/MBF	\$
Pulpwood					
Mixed Aspen	1,052	Cords	\$	18.45/Cord	\$
Mixed Hardwood	392	Cords	\$	15.05/Cord	\$
Mixed Oak	783	Cords	\$	16.85/Cord	\$
Paper Birch	12	Cords	\$	14.00/Cord	\$
Red Pine	17	Cords	\$	41.80/Cord	\$
White Pine	7	Cords	\$	16.35/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 9.55 percent at 95% confidence level. 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:	<sup>.</sup>
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

DNR	Michigan Department of Natural Resources Forest Resources Division	FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)					
auto . MICHIGA	TIMBER SALE						
	VERIFICATION OF WORKER'S DISABILI	TY Forest Management Unit:					
	COMPENSATION ACT COMPLIANCE						
	As required by Act 317, P.A. 1969 (Worker's Compensation)	and					
VEDI	Part 5 of Act 451 of 1994, as amended. FICATION OF WORKER'S DISABILITY COMPENSA						
s	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.						
• A	Il Information must be typed or printed except for writter	n signatures.					
Pleas	e Check Appropriate Categories:						
	ly business is organized as (you <b>must</b> check <u>one</u> of the	e boxes below):					
	. 🔲 Sole Proprietorship (individual)						
	. 🔲 Partnership						
	Corporation						
2. Y	ou <b>must</b> check <u>one</u> of the boxes below:						
A	<ul> <li>I certify my business is a sole proprietorship and it has r Worker's Compensation Laws.</li> </ul>	o employees but the sole proprietor. I am not subject to the					
	<ul> <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>						
		ate the number of <b>both</b> full-time and part-time employees, other ners (if none, you must enter "0").					
	Full-time Employees	Part-time Employees					
Name	of Business	Federal ID (or) Social Security No.					
Addres	S	Telephone					
City	State	ZIP					
in fact	by certify that the above information is true and correct fors affecting my coverage during any of my present an nature of Owner or Authorized Representative	<i>I</i> <i>.</i> I agree to notify the Michigan DNR of any changes that occur d future operations.					
July							
Title	· · · · · · · · · · · · · · · · · · ·	Date					

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

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