

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

### **TIMBER SALE PROSPECTUS #6818**

SCHEDULED SALE DATE AND TIME: 1:00 p.m. (local time) on June 14, 2021. LOCATION: GWINN MGMT UNIT, 410 WEST M 35, GWINN, MI 49841.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, GWINN MANAGEMENT UNIT, for certain timber on the following described lands:

Willy Watsons Maple Factory (32-011-20) / T43N, R25W, SEC. 25, N1/2SW,SWSW.

T43N, R25W, SEC. 26, S1/2NW,S1/2NE,NWSW,S1/2SW,SE.

T43N, R25W, SEC. 27, NW,NE,NWSW,NESE.

T43N, R25W, SEC. 35, NENW, N1/2NE.

T43N, R25W, SEC. 36, NWNW.

Marquette County, Advertised Price \$127,172.75, 333.5 Acres, Aspen, Hardwood.

Heinous Terrainous Mapleous (32-017-20) / T45N, R24W, SEC. 3, N1/2NW, SENW, NWNE.

T46N, R24W, SEC. 31, E1/2SE.

T46N, R24W, SEC. 34, NENW, S1/2NW, SW, SE.

Marquette County, Advertised Price \$134,260.95, 366.6 Acres, Hardwood, Sugar Maple.

SALE NOTE: Steep terrain is found across most Payment Units within the Sale Area. A temporary bridge and stream crossing permit will be provided by the DNR, the purchaser is responsible for installing and maintaining the temporary bridge. Note that within the Sporley Lake block, a majority of the oak volume is within Payment Unit 16.

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

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

Bids must be received by the Unit Manager, GWINN OFFICE, 410 WEST M 35, GWINN, MI 49841, no later than 1:00 p.m. (local time) on June 14, 2021. For further information concerning this sale, contact Kristen Matson at 906-346-9201 extension 103.

#### 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

### Willy Watsons Maple Factory (32-011-20)

T43N, R25W, SEC. 25; T43N, R25W, SEC. 26; T43N, R25W, SEC. 27; T43N, R25W, SEC. 35; T43N, R25W, SEC. 36.

Marguette County (Advertised Price \$127,172.75)

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	<b>ESTIMATE</b>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Basswood	37.7	MBF	\$	35.00 / MBF
Red Maple	7.8	MBF	\$	74.00 / MBF
Sugar Maple	69.9	MBF	\$	168.00 / MBF
Pulpwood				
Balsam Fir	562	Cords	\$	15.20 / Cord
Basswood	148	Cords	\$	5.55 / Cord
Mixed Hardwood	1,501	Cords	\$	13.85 / Cord
Quaking Aspen	3,810	Cords	\$	20.80 / Cord
White Spruce	213	Cords	\$	19.40 / Cord

<sup>\*</sup> The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$6,359.00 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:

DAVMENT LINIT NUMBER	PERCENT OF TOTAL SALE VALUE
PAYMENT UNIT NUMBER	
01	1.8%
02	3.9%
03	2.4%
04	1.8%
05	2.9%
06	2.0%
07	1.7%
08	1.9%
09	1.6%
10	0.8%
11	2.8%
12	0.6%
13	0.2%
14	1.0%
15	15.4%
16	15.0%
17	11.0%
18	8.9%
19	24.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 08/31/2025.

#### **SALE STATISTICS**

### **SALE VOLUMES**

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM	MAXIMUM
510,357	6,460	0.00%	6,460	6,460

### **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
1	7,600	96	0.00%	96	96
2	17,301	219	0.00%	219	219
3	11,416	145	0.00%	145	145
4	10,697	135	0.00%	135	135
5	12,063	153	0.00%	153	153
6	9,946	126	0.00%	126	126
7	9,512	120	0.00%	120	120
8	10,839	137	0.00%	137	137
9	7,955	101	0.00%	101	101
10	5,222	66	0.00%	66	66
11	11,487	145	0.00%	145	145
12	3,768	48	28.41%	34	61
13	995	13	66.79%	4	21
14	5,593	71	66.68%	24	118
15	80,153	1,015	22.60%	785	1,244
16	77,586	982	23.41%	752	1,212
17	58,184	737	27.86%	531	942
18	44,714	566	0.00%	566	566
19	125,318	1,586	15.70%	1,337	1,835
TOTAL:	510,348	6,460		5,477	7,443

### **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.

TOTAL:	333.5		333.5
19	40.6	19	40.6
18	21.6	18	21.6
17	25.6	17	25.6
16	22.7	16	22.7
15	26.2	15	26.2
14	11.4	14	11.4
13	5.5	13	5.5
12	5.7	12	5.7
11	12.5	11	12.5
10	6.4	10	6.4
9	12.9	9	12.9
8	16.1	8	16.1
7	16.6	7	16.6
6	12.8	6	12.8
5	25.1	5	25.1
4	12.2	4	12.2
3	17.8	3	17.8
2	24.1	2	24.1
1	17.7	1	17.7
VDU	VDU ACRES	PU	PU ACRES

# **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	3.1	MBF	17.7	\$2,242.45
	Sugar Maple		6.7	MBF		
	Basswood	Pulpwood	7	Cords		
	Mixed Hardwood	·	70	Cords		
	Ironwood		4	Cords		
	Sugar Maple		66	Cords		
2	Basswood	Sawtimber	4.2	MBF	24.1	\$4,944.10
	Red Maple		0.3	MBF		¥ 1,2 1 11 1
	Sugar Maple		13.5	MBF		
	Basswood	Pulpwood	5	Cords		
	Mixed Hardwood		179	Cords		
	Red Maple		1	Cords		
	Sugar Maple		178	Cords		
3	Basswood	Sawtimber	14.6	MBF	17.8	\$3,076.40
3	Red Maple	Jawuiiibei	0.1	MBF	17.0	ψ5,070.40
	Sugar Maple		8.1	MBF		
	Basswood	Pulpwood	31	Cords		
	Mixed Hardwood		59	Cords		
	Red Maple		1	Cords		
	•		58			
	Sugar Maple			Cords		
	Quaking Aspen	0 " 1	10	Cords	40.0	<b>***</b>
4	Basswood	Sawtimber	7.0	MBF	12.2	\$2,343.15
	Sugar Maple		2.2	MBF		
	Basswood	Pulpwood	28	Cords		
	Mixed Hardwood		43	Cords		
	Ironwood		8	Cords		
	Sugar Maple		35	Cords		
	Quaking Aspen		47	Cords		
5	Basswood	Sawtimber	5.3	MBF	25.1	\$3,638.95
	Red Maple		0.2	MBF		
	Sugar Maple		11.3	MBF		
	Basswood	Pulpwood	13	Cords		
	Mixed Hardwood		106	Cords		
	Red Maple		4	Cords		
	Sugar Maple		102	Cords		
6	Basswood	Sawtimber	1.1	MBF	12.8	\$2,573.40
	Red Maple		1.4	MBF		
	Sugar Maple		5.7	MBF		
	Basswood	Pulpwood	6	Cords		
	Mixed Hardwood	'	104	Cords		
	Ironwood		1	Cords		
	Red Maple		19	Cords		
	Sugar Maple		84	Cords		
7	Red Maple	Sawtimber	2.5	MBF	16.6	\$2,125.55
•	Sugar Maple	Cawamber	2.4	MBF	10.0	Ψ2,120.00
	Mixed Hardwood	Pulpwood	111	Cords		
	Red Maple	i uipwood	51	Cords		
	•					
	Sugar Maple	0	60	Cords	40.4	#0.4E= 0.5
8	Red Maple	Sawtimber	0.1	MBF	16.1	\$2,457.95
	Sugar Maple	<u>.</u>	4.1	MBF		
	Basswood	Pulpwood	3	Cords		
	Mixed Hardwood		126	Cords		
	Red Maple		20	Cords		
	Sugar Maple		106	Cords		
9	Basswood	Sawtimber	0.1	MBF	12.9	\$2,006.95

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
9 con't	Red Maple	Sawtimber	1.3	MBF		
	Sugar Maple		3.9	MBF		
	Basswood	Pulpwood	1	Cords		
	Mixed Hardwood		90	Cords		
	Red Maple		23	Cords		
	Sugar Maple		67	Cords		
10	Red Maple	Sawtimber	0.5	MBF	6.4	\$1,004.45
. •	Sugar Maple		0.4	MBF	• • • • • • • • • • • • • • • • • • • •	Ψ.,σσ
	Mixed Hardwood	Pulpwood	65	Cords		
	Black Cherry		11	Cords		
	Ironwood		5	Cords		
	Red Maple		4	Cords		
	Sugar Maple		45	Cords		
11	Basswood	Sawtimber	1.6	MBF	12.5	\$3,502.9
11		Sawtillibei	0.9	MBF	12.5	φ3,302.9s
	Red Maple			MBF		
	Sugar Maple	Dulavia a d	10.4			
	Basswood	Pulpwood	6	Cords		
	Mixed Hardwood		105	Cords		
	Ironwood		1	Cords		
	Red Maple		1	Cords		
	Sugar Maple		103	Cords		
	Quaking Aspen		7	Cords		
12	Balsam Fir	Pulpwood	3	Cords	5.7	\$738.3
	Mixed Hardwood		35	Cords		
	Red Maple		35	Cords		
	Quaking Aspen		10	Cords		
13	Balsam Fir	Pulpwood	4	Cords	5.5	\$196.5
	Mixed Hardwood		7	Cords		
	Black Cherry		7	Cords		
	White Spruce		2	Cords		
14	Balsam Fir	Pulpwood	11	Cords	11.4	\$1,317.7
	Mixed Hardwood	'	10	Cords		, ,
	Black Cherry		10	Cords		
	Quaking Aspen		30	Cords		
	White Spruce		20	Cords		
15	Balsam Fir	Pulpwood	152	Cords	26.2	\$19,621.9
. •	Mixed Hardwood	i dipwood	75	Cords	20.2	ψ10,0 <u>2</u> 1.0
	Black Cherry		33	Cords		
	Red Maple		42	Cords		
	Quaking Aspen		704	Cords		
			84	Cords		
10	White Spruce	Dulavia a d			20.7	\$40,000.C
16	Balsam Fir	Pulpwood	162	Cords	22.7	\$19,060.6
	Basswood		3	Cords		
	Mixed Hardwood		44	Cords		
	Black Ash		23	Cords		
	Black Cherry		7	Cords		
	Sugar Maple		14	Cords		
	Quaking Aspen		711	Cords		
	White Spruce		61	Cords		
17	Balsam Fir	Pulpwood	102	Cords	25.6	\$13,993.8
	Mixed Hardwood		104	Cords		
	Black Cherry		27	Cords		
	Ironwood		13	Cords		
	Sugar Maple		64	Cords		
	Quaking Aspen	l	515	Cords	I	

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
17 con't	White Spruce	Pulpwood	15	Cords		
18	Basswood	Sawtimber	0.7	MBF	21.6	\$11,318.35
	Red Maple		0.5	MBF		
	Sugar Maple		1.2	MBF		
	Balsam Fir	Pulpwood	23	Cords		
	Basswood		9	Cords		
	Mixed Hardwood		50	Cords		
	Red Maple		1	Cords		
	Sugar Maple		49	Cords		
	Quaking Aspen		479	Cords		
19	Balsam Fir	Pulpwood	105	Cords	40.6	\$31,009.10
	Basswood		36	Cords		
	Mixed Hardwood		118	Cords		
	Black Cherry		24	Cords		
	Ironwood		10	Cords		
	Sugar Maple		84	Cords		
	Quaking Aspen		1,297	Cords		
	White Spruce		31	Cords		
		TOTAL:	115.4	MBF		
		TOTAL:	6,234	Cords		

### Sale Specific Conditions & Requirements

Sale Name: Willy Watsons Maple Factory Sale Number: 32-011-20 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. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 13-15, cut all trees that are two (2) inches or more at DBH except hemlock and cedar.

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

Within Payment Unit(s) 1-12, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

### 2.1.9 - Harvest exception (12/08)

Do not cut any cedar trees in Payment Unit(s) 7-10 other than those that are necessary to remove in order to operate within the sale area. Every effort must be made to preserve the existing cedar and to leave an intact stand upon sale completion. All cut cedar shall be piled separately by products and scaled in the woods unless other scaling arrangements are agreed to by the Unit Manager or his/her representative. Stumpage price for cedar shall be \$46 per cord.

#### 2.2 - Utilization

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

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 1-12. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 15, 16, and 19 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 Amendment.

### 3.4 - Damaged Timber

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

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

Within the Sale Area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the Sale Area are damaged, liquidated damages will be assessed at \$200 per acre for all acreage within that specified portion of the Sale Area that was damaged.

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

### 4 - Transportation

### 4.1 - Construction

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

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

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. 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. Contact the sale administrator for specific details of design and placement.

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

The following road work is required: 500 yards of gravel will be spread in holes on state forest roads if any of these Payment Unit(s) are harvested in the summer. If this entire sale is cut in the winter no gravel will be required. Contact the sale administer for the specifics on where to put the gravel.

#### 4.2 - Maintenance

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

Hauling may be restricted on the Little West Road by the Timber Sale Administrator. The restriction may occur during December 1 to March 31 to avoid snowmobile traffic. However, small portions of this road may be used for hauling. Preferred hauling route is through the Watson cutoff road to County Road SI in Watson.

### 4.2.3 - Road maintenance (8/13)

The following road maintenance is maybe required: Within 30 days of completion of hauling, or if no hauling occurs for 30 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning, and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

### 4.2.4 - Grading (10/16)

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

### 5 - Operations

### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or their representative must be contacted at least 3 days in advance to schedule the conference.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

### 5.2.1.11 - Slash for reforestation (5/07)

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

### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

Obvious hollow and/or den trees shall be protected and left standing unless they are a safety hazard.

### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 7,8, and 10, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 30. This restriction is because of wet roads and Payment Units.

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

Within Payment Unit(s) 1 - 12, unless changed by written agreement, cutting, and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

### 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 - 6, 9, and 11 - 19, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet access roads.

#### 5.2.31 - Landing locations (9/13)

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

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

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

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

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

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

Trail # 33 (Powers-Arnold Route) is a snowmobile trail and is northwest 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. 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. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 20 feet of the snowmobile trail must be cut at ground level. Hauling is not permitted on the snowmobile trail on Saturday and Sunday from December 1 through 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

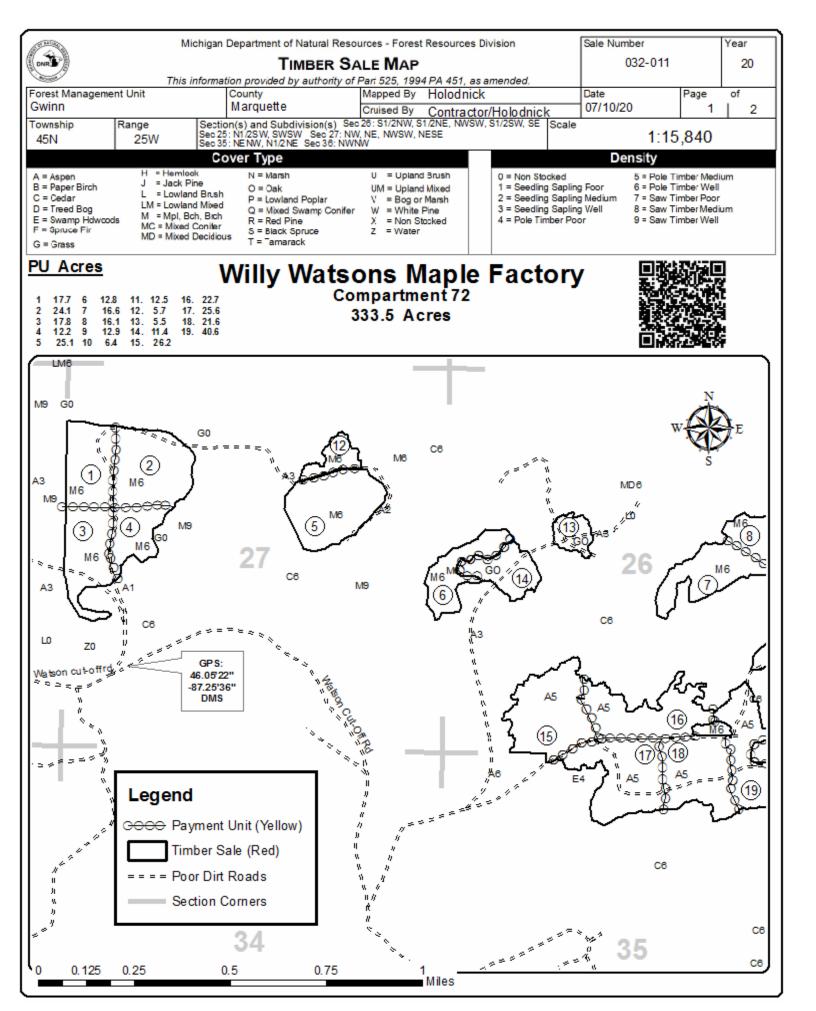
### 6.2.1 - Road posting (9/09)

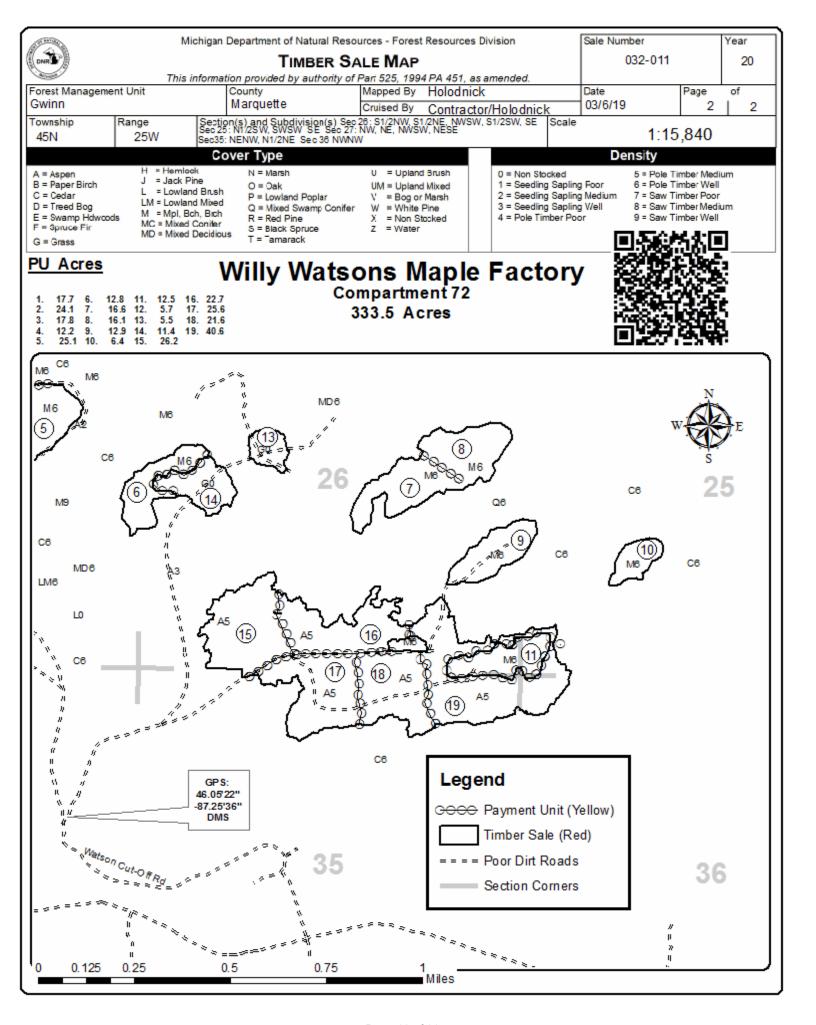
The Purchaser is responsible for posting and maintaining caution signs on Watson Cut Off Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

### 6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Trail # 33 (Powers-Arnold Route) prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 5/20/2021 9:45:49AM





### TIMBER SALE INFORMATION

Heinous Terrainous Mapleous (32-017-20)
T45N, R24W, SEC. 3; T46N, R24W, SEC. 31; T46N, R24W, SEC. 34.
Marquette County (Advertised Price \$134,260.95)

SALE NOTE: Steep terrain is found across most Payment Units within the Sale Area. A temporary bridge and stream crossing permit will be provided by the DNR, the purchaser is responsible for installing and maintaining the temporary bridge. Note that within the Sporley Lake block, a majority of the oak volume is within Payment Unit 16.

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	<b>ESTIMATE</b>	ED UNITS*	ADV	ERTISED PRICE
Sawtimber				
Basswood	17.6	MBF	\$	35.00 / MBF
Black Cherry	54.6	MBF	\$	78.00 / MBF
Paper Birch	0.2	MBF	\$	73.00 / MBF
Red Maple	59.3	MBF	\$	74.00 / MBF
Red Oak	15.0	MBF	\$	128.00 / MBF
Sugar Maple	388.6	MBF	\$	168.00 / MBF
Yellow Birch	1.9	MBF	\$	29.00 / MBF
Pulpwood				
Balsam Fir	45	Cords	\$	15.20 / Cord
Jack Pine	3	Cords	\$	17.60 / Cord
Mixed Hardwood	3,620	Cords	\$	13.85 / Cord
Quaking Aspen	258	Cords	\$	20.80 / Cord
Red Oak	47	Cords	\$	18.35 / Cord
White Spruce	32	Cords	\$	19.40 / Cord

<sup>\*</sup> The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$6,713.00 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	3.6%
02	11.2%
03	9.2%
04	5.7%
05	9.4%
06	3.0%
07	4.4%
08	2.5%
09	8.6%
10	10.2%
11	10.4%
12	8.2%
13	3.0%
14	1.5%
15	4.7%
16	4.4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 08/31/2024.

### **SALE STATISTICS**

### **SALE VOLUMES**

VOLUME		VOLUME STATISTICAL RANGE IN C		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
400,798	5,073	0.00%	5,073	5,073

### **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
1	21,520	272	0.00%	272	272
2	42,723	541	0.00%	541	541
3	65,112	824	0.00%	824	824
4	20,161	255	0.00%	255	255
5	34,349	435	0.00%	435	435
6	17,277	219	0.00%	219	219
7	46,373	587	0.00%	587	587
8	25,865	327	21.66%	256	398
9	32,651	413	0.00%	413	413
10	32,461	411	0.00%	411	411
11	79,980	1,012	0.00%	1,012	1,012
12	28,361	359	0.00%	359	359
13	14,536	184	0.00%	184	184
14	8,603	109	0.00%	109	109
15	79,000	1,000	0.00%	1,000	1,000
TOTAL:	548,971	6,949		6,878	7,020

### **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
1	19.7	1	19.7
2	44.2	2	44.2
3	26.1	3	26.0
		10	0.1
4	21.8	4	21.8
5	32.7	5	32.7
6	21.6	6	21.6
7	23.4	7	23.3
		9	0.1
8	5.0	7	0.1
		8	4.9
9	23.0	9	23.0
10	28.4	10	28.4
11	36.1	11	35.9
		12	0.2
12	28.6	12	28.6
13	10.3	13	10.3
14	8.7	14	8.7
15	37.0	15	18.9
		16	18.1
TOTAL:	366.6		366.6

### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	1.6	MBF	19.7	\$4,812.25
	Black Cherry		0.1	MBF		
	Red Maple		11.2	MBF		
	Sugar Maple		3.4	MBF		
	Yellow Birch		0.8	MBF		
	Balsam Fir	Pulpwood	5	Cords		
	Mixed Hardwood		229	Cords		
	Basswood		4	Cords		
	Black Cherry		1	Cords		
	Red Maple		182	Cords		
	Sugar Maple		20	Cords		
	Yellow Birch		22	Cords		
	White Spruce		4	Cords		
2	Basswood	Sawtimber	2.5	MBF	44.2	\$15,118.85
_	Red Maple	Sawtillibel	2.3	MBF	44.2	φ15,116.65
	·		53.2	MBF		
	Sugar Maple Balsam Fir	Dulavia a d				
		Pulpwood	5	Cords		
	Mixed Hardwood		419	Cords		
	Basswood		12	Cords		
	Black Ash		20	Cords		
	Red Maple		49	Cords		
	Sugar Maple		338	Cords		
3	Basswood	Sawtimber	3.8	MBF	26.0	\$12,375.45
	Red Maple		1.6	MBF		
	Sugar Maple		46.9	MBF		
	Balsam Fir	Pulpwood	5	Cords		
	Mixed Hardwood		301	Cords		
	Basswood		11	Cords		
	Red Maple		2	Cords		
	Sugar Maple		288	Cords		
4	Basswood	Sawtimber	0.1	MBF	21.8	\$7,603.45
	Black Cherry		0.3	MBF		
	Red Maple		4.3	MBF		
	Sugar Maple		27.2	MBF		
	Yellow Birch		0.3	MBF		
	Mixed Hardwood	Pulpwood	189	Cords		
	Basswood		1	Cords		
	Black Cherry		1	Cords		
	Red Maple		7	Cords		
	Sugar Maple		172	Cords		
	Yellow Birch		8	Cords		
	Quaking Aspen		3	Cords		
5		Sawtimber	15.0	MBF	32.7	\$12,656.50
5	Black Cherry	Sawtillibei	5.4	MBF	32.1	\$12,000.00
	Red Maple					
	Sugar Maple	Deducered	39.9	MBF		
	Mixed Hardwood	Pulpwood	306	Cords		
	Black Cherry		29	Cords		
	Red Maple		28	Cords		
	Sugar Maple		249	Cords		
	Quaking Aspen		7	Cords		
	Black Cherry	Sawtimber	5.4	MBF	21.6	\$3,984.55
6	-		۱ nn	MBF		
6	Red Maple		0.9			
6	-		3.4	MBF		
6	Red Maple	Pulpwood				
6	Red Maple Sugar Maple	Pulpwood	3.4	MBF		

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

6 con't	Sugar Maple					
		Pulpwood	87	Cords		
	Quaking Aspen		10	Cords		
	White Spruce		18	Cords		
7	Basswood	Sawtimber	1.8	MBF	23.4	\$5,937.7
	Black Cherry		0.4	MBF		
	Red Maple		3.8	MBF		
	Sugar Maple		10.7	MBF		
	Yellow Birch		0.1	MBF		
	Balsam Fir	Pulpwood	6	Cords		
	Mixed Hardwood		244	Cords		
	Basswood		18	Cords		
	Black Cherry		2	Cords		
	Red Maple		71	Cords		
	Sugar Maple		152	Cords		
	Yellow Birch		132	Cords		
				Cords		
0	Quaking Aspen	Deducered	14		4.0	#0.040.0
8	Quaking Aspen	Pulpwood	161	Cords	4.9	\$3,348.8
9	Basswood	Sawtimber	5.8	MBF	23.1	\$11,549.6
	Black Cherry		1.1	MBF		
	Red Maple		0.3	MBF		
	Sugar Maple		38.2	MBF		
	Mixed Hardwood	Pulpwood	276	Cords		
	Basswood		35	Cords		
	Black Cherry		1	Cords		
	Red Maple		1	Cords		
	Sugar Maple		239	Cords		
	Quaking Aspen		48	Cords		
10	Basswood	Sawtimber	0.6	MBF	28.5	\$13,653.9
	Black Cherry		0.3	MBF		
	Red Maple		1.8	MBF		
	Sugar Maple		55.5	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Hardwood	i dipwood	286	Cords		
	Basswood		1	Cords		
	Black Cherry		1	Cords		
	Red Maple		3	Cords		
	Sugar Maple		281	Cords		
44	Quaking Aspen	0 (; 1	7	Cords	05.0	040,000
11	Basswood	Sawtimber	1.4	MBF	35.9	\$13,983.8
	Black Cherry		18.1	MBF		
	Red Maple		6.9	MBF		
	Sugar Maple		40.1	MBF		
	Yellow Birch		0.1	MBF		
	Balsam Fir	Pulpwood	7	Cords		
	Mixed Hardwood		347	Cords		
	Basswood		2	Cords		
	Black Cherry		91	Cords		
	Red Maple		45	Cords		
	Sugar Maple		208	Cords		
	Yellow Birch		1	Cords		
	Quaking Aspen		8	Cords		
	White Spruce		10	Cords		
12	Black Cherry	Sawtimber	9.3	MBF	28.8	\$11,013.5
14	Red Maple	Carranibol	10.5	MBF	20.0	Ψ11,010.0
	Sugar Maple		36.0	MBF		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
2 con't	Yellow Birch	Sawtimber	0.5	MBF		
	Mixed Hardwood	Pulpwood	249	Cords		
	Black Cherry		65	Cords		
	Red Maple		26	Cords		
	Sugar Maple		152	Cords		
	Yellow Birch		6	Cords		
13	Black Cherry	Sawtimber	4.4	MBF	10.3	\$4,037.70
	Red Maple		2.7	MBF		
	Sugar Maple		8.1	MBF		
	Balsam Fir	Pulpwood	11	Cords		
	Mixed Hardwood		142	Cords		
	Black Cherry		15	Cords		
	Red Maple		72	Cords		
	Sugar Maple		55	Cords		
14	Black Cherry	Sawtimber	0.1	MBF	8.7	\$1,973.55
	Red Maple		3.4	MBF		
	Sugar Maple		2.1	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Hardwood		95	Cords		
	Black Cherry		1	Cords		
	Red Maple		70	Cords		
	Sugar Maple		24	Cords		
15	Black Cherry	Sawtimber	0.1	MBF	18.9	\$6,265.80
	Paper Birch		0.1	MBF		
	Red Maple		1.8	MBF		
	Red Oak		7.7	MBF		
	Sugar Maple		12.2	MBF		
	Yellow Birch		0.1	MBF		
	Jack Pine	Pulpwood	2	Cords		
	Mixed Hardwood		188	Cords		
	Black Cherry		2	Cords		
	Paper Birch		1	Cords		
	Red Maple		51	Cords		
	Sugar Maple		133	Cords		
	Yellow Birch		1	Cords		
	Red Oak		24	Cords		
16	Paper Birch	Sawtimber	0.1	MBF	18.1	\$5,945.45
	Red Maple		1.8	MBF		
	Red Oak		7.3	MBF		
	Sugar Maple		11.7	MBF		
	Jack Pine	Pulpwood	1	Cords		
	Mixed Hardwood		178	Cords		
	Black Cherry		2	Cords		
	Red Maple		48	Cords		
	Sugar Maple		128	Cords		
				l		
	Red Oak		23	Cords		
	Red Oak	TOTAL:	537.2	MBF		

### Sale Specific Conditions & Requirements

Sale Name: Heinous Terrainous Mapleous Sale Number: 32-017-20 Seg#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 16, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all merchantable spruce/fir and aspen is designated for cutting.

#### 2.2 - Utilization

### 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 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 Amendment. 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 tree seedlings and saplings. Within the Sale Area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the Sale Area are damaged, liquidated damages will be assessed at \$200 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

### 4.1.2 - Stream crossings, specific (3/11)

The Sheen Creek crossing into the section 34 area will require the installation of a portable bridge. This installation will be performed in accordance with the specifications on the appropriate permits which will be provided by the DNR. The bridge will also be provided by the DNR. The purchaser is responsible for installing, maintaining, and removing the temporary bridge.

### 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 scattered, and not left in windrows, and kept a minimum of 10 feet

back from the road edge.

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. 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. Contact the sale administrator for specific details of design and placement.

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

The following road work is required: 100 yards of gravel will be spread in holes on state forest roads. Contact the sale administer for the specifics on where to put the gravel.

#### 4.2 - Maintenance

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 30 days of completion of hauling, or if no hauling occurs for 30 days, the road may need to be maintained and graded. This includes cleaning of drainage areas, grading, crowning, and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

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

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

### 4.4 - Access

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

Permission for access across private land has been obtained by the DNR across Weyhaeuser property if the road between Setter Drive and the southwest area of section 34 is used. Permission for access across private land to access Payment Unit 14 is the responsibility of the Purchaser.

#### 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

### 5 - Operations

### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

### 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

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

Within Payment Unit(s) 1 - 16, unless changed by written agreement, cutting, and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

Within Payment Unit(s) 1 - 16, 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.

### 5.2.32 - 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 county roads Wilson Lake Drive, Sporley Lake Road, and Mattson Road without permission from the county.

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

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

#### 5.4 - Soil Protection

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

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

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

### 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

#### 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.

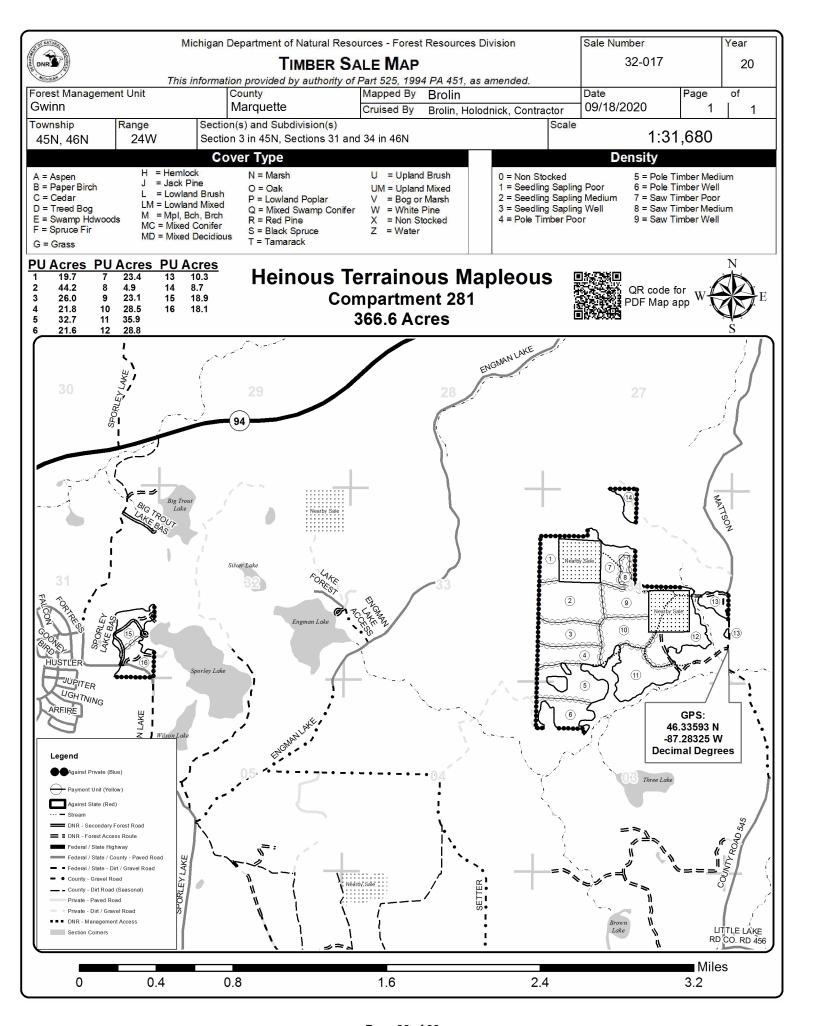
#### 6 - Safety and Fire Prevention

### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on Wilson Lake Drive, Sporley Lake Road, and Mattson Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 5/17/2021 10:39:23AM



#### **BID FORM**

GWINN MANAGEMENT UNIT

GWINN OFFICE

### Willy Watsons Maple Factory (32-011-20)

T43N, R25W, SEC. 25; T43N, R25W, SEC. 26; T43N, R25W, SEC. 27; T43N,

In response to the notice of sale to be held 1:00 p.m. (local time) on June 14, 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	BID PRICE/UNIT
Basswood	37.7	MBF	\$	35.00/MBF	\$
Red Maple	7.8	MBF	\$	74.00/MBF	\$
Sugar Maple	69.9	MBF	\$	168.00/MBF	\$
Pulpwood					
Balsam Fir	562	Cords	\$	15.20/Cord	\$
Basswood	148	Cords	\$	5.55/Cord	\$
Mixed Hardwood	1,501	Cords	\$	13.85/Cord	\$
Quaking Aspen	3,810	Cords	\$	20.80/Cord	\$
White Spruce	213	Cords	\$	19.40/Cord	\$

<sup>\*</sup>These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAI	L SECURITY NUMBER:	:	
	Company or individual bidding	j:			
	Company representative's na	me:			
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE P	ERSONALIZED LABEL	FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	
Individual	l or company representative's s	ignature:		Date:	
Phone nu	ımber :		Email (optional):		

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



#### 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**

GWINN MANAGEMENT UNIT GWINN OFFICE

Heinous Terrainous Mapleous (32-017-20)

T45N, R24W, SEC. 3; T46N, R24W, SEC. 31; T46N, R24W, SEC. 34; Marquette

In response to the notice of sale to be held 1:00 p.m. (local time) on June 14, 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	BID PRICE/UNIT
Basswood	17.6	MBF	\$	35.00/MBF	\$
Black Cherry	54.6	MBF	\$	78.00/MBF	\$
Paper Birch	0.2	MBF	\$	73.00/MBF	\$
Red Maple	59.3	MBF	\$	74.00/MBF	\$
Red Oak	15.0	MBF	\$	128.00/MBF	\$
Sugar Maple	388.6	MBF	\$	168.00/MBF	\$
Yellow Birch	1.9	MBF	\$	29.00/MBF	\$
Pulpwood					
Balsam Fir	45	Cords	\$	15.20/Cord	\$
Jack Pine	3	Cords	\$	17.60/Cord	\$
Mixed Hardwood	3,620	Cords	\$	13.85/Cord	\$
Quaking Aspen	258	Cords	\$	20.80/Cord	\$
Red Oak	47	Cords	\$	18.35/Cord	\$
White Spruce	32	Cords	\$	19.40/Cord	\$
ı					

<sup>\*</sup>These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:			
F AVAILA	ABLE, PLEASE PLACE THE PERSON	NALIZED LABEL FROM	YOUR PROSPECTUS IN TH	HE ABOVE BOX.	
ndividual	or company representative's signatur	e:		Date:	_
hone nu	ımber :	Email (	optional):		

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



#### 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.

1. My business is organized as (you must check one of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation  2. You must check one of the boxes below:  A. □ Loertify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.  B. □ Loertify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. □ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, of than yourself, including family members and active partners (if none, you must enter "0").	•	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
B.	•	All Information must be typed or printed except for written signatures.				
A. Sole Proprietorship (individual) B. Partnership C. Corporation  2. You must check one of the boxes below: 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. B. Certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. Compensation Bureau at 517-322-1195. C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, of than yourself, including family members and active partners (if none, you must enter "0").  Full-time Employees  Part-time Employees  Part-time Employees  Part-time Employees  Part-time Employees  Telephone (	Ple	ease Check Appropriate Categories:				
B.	1.	My business is organized as (you <b>must</b> check <u>one</u> of	the boxes below):			
C. ☐ Corporation  2. You must check one of the boxes below: 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. B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, oth than yourself, including family members and active partners (if none, you must enter "0").  Full-time Employees Part-time Employees  Federal ID (or) Social Security No.  Telephone (( ) )  State ZIP  hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative		A.  Sole Proprietorship (individual)				
2. You must check one of the boxes below:  A. ☐ certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.  B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, off than yourself, including family members and active partners (if none, you must enter "0").		B.   Partnership				
A.		C. Corporation				
Worker's Compensation Laws.  B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  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, oth than yourself, including family members and active partners (if none, you must enter "0").	2.	You <b>must</b> check <u>one</u> of the boxes below:				
Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  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, oth than yourself, including family members and active partners (if none, you must enter "0").			s no employees but the sole proprietor. I am not subject to the			
one (21) days of the contract award.  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, oth than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time Employees    Federal ID (or) Social Security No.		Exclusion (BWC-337, Rev. 5/96). I will provide a cop	y of the Notice of Exclusion within 21 days of the contract award. (For			
than yourself, including family members and active partners (if none, you must enter "0").			Policy. I will provide an original Certificate of Insurance within twenty-			
Address  Telephone ( )  City  State  ZIP  Thereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	0.	than yourself, including family members and active pa	artners (if none, you must enter "0").			
State  State  ZIP  hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	lam	ne of Business	Federal ID (or) Social Security No.			
hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	Addr	ress	Telephone (			
n factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	City	State	ZIP			
Title Date	n fa	actors affecting my coverage during any of my present a				
	T	Title	Date			

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