

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #6905**

SCHEDULED SALE DATE AND TIME: 1:00 p.m. (local time) on August 2, 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:

McMaple Horse (32-008-20) / T44N, R23W, SEC. 24, NWNW,S1/2NW,S1/2NE,N1/2SW.

T44N, R23W, SEC. 24, SESW, N1/2SE, SWSE.

T44N, R23W, SEC. 25, SENW, SWNE, NESW, S1/2SW, W1/2SE.

T44N, R23W, SEC. 36, NW, NE, N1/2SE.

Marquette County, Advertised Price \$69,112.40, 353.3 Acres, Hardwood, Sugar Maple.

SALE NOTE: 200 yards of gravel will be required on this sale.

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 \$112,522.95, 333.5 Acres, Aspen, Hardwood.

# 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 August 2, 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

# McMaple Horse (32-008-20)

T44N, R23W, SEC. 24; T44N, R23W, SEC. 25; T44N, R23W, SEC. 36.

Marquette County (Advertised Price \$69,112.40)

SALE NOTE: 200 yards of gravel will be required on this sale.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. 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*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	24.6	MBF	\$	37.00 / MBF
Red Maple	95.3	MBF	\$	74.00 / MBF
Sugar Maple	134.0	MBF	\$	195.00 / MBF
Pulpwood				
Balsam Fir	168	Cords	\$	14.50 / Cord
Basswood	25	Cords	\$	5.65 / Cord
Mixed Aspen	143	Cords	\$	17.40 / Cord
Mixed Hardwood	2,423	Cords	\$	11.75 / Cord
Mixed Spruce	76	Cords	\$	18.80 / Cord
Paper Birch	5	Cords	\$	11.10 / 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 \$3,456.00 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	7.8%
02	4.3%
03	5.7%
04	5.9%
05	3.9%
06	1.8%
07	7.3%
08	12.7%
09	3.3%
10	3.4%
11	3.2%
12	8.1%
13	4.3%
14	11.3%
15	13.8%
16	0.6%
17	1.7%
18	0.9%

- 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 RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM		
264,274	3,345	0.00%	3,345	3,345	

# **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	20,540	260	0.00%	260	260
2	18,565	235	0.00%	235	235
3	14,117	179	0.00%	179	179
4	14,860	188	0.00%	188	188
5	11,613	147	0.00%	147	147
6	3,911	50	0.00%	50	50
7	23,021	291	0.00%	291	291
8	22,626	286	0.00%	286	286
9	11,653	148	0.00%	148	148
10	13,801	175	24.82%	131	218
11	13,643	173	0.00%	173	173
12	37,335	473	0.00%	473	473
13	11,716	148	0.00%	148	148
14	41,064	520	23.28%	399	641
15	34,649	439	0.00%	439	439
16	2,773	35	0.00%	35	35
17	6,320	80	56.39%	35	125
18	1,501	19	0.00%	19	19
TOTAL:	303,708	3,844		3,635	4,054

# **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	29.7	1	29.7
2	17.9	1	0.1
		2	17.8
3	15.8	3	15.8
4	28.1	4	28.1
5	20.5	5	20.5
6	19.3	6	19.3
7	13.2	7	13.1
		8	0.1
8	30.0	8	30.0
9	12.3	9	12.3
10	7.1	10	7.1
11	12.2	11	12.2
12	27.0	12	27.0
13	17.2	13	17.2
14	46.9	14	46.9
15	32.0	15	32.0
16	5.5	16	5.5
17	8.8	17	8.8
18	9.8	18	9.8
TOTAL:	353.3		353.3

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	3.4	MBF	29.8	\$5,367.15
	Red Maple		4.5	MBF		
	Sugar Maple		11.2	MBF		
Balsam Fir Basswood	Balsam Fir	Pulpwood	21	Cords		
	Basswood		9	Cords		
	Mixed Aspen		20	Cords		
	Quaking Aspen		20	Cords		
	Mixed Hardwood		172	Cords		
	Ironwood		3	Cords		
	Red Maple		54	Cords		
	Sugar Maple		115	Cords		
2	Basswood	Sawtimber	7.7	MBF	17.8	\$2,965.90
_	Red Maple	Cawamber	0.5	MBF	17.0	Ψ2,300.30
	Sugar Maple		8.4	MBF		
	Balsam Fir	Pulpwood	18	Cords		
	Basswood	Fulpwood	5	Cords		
			61	Cords		
	Mixed Hardwood		1	Cords		
	Red Maple		•	Cords		
	Sugar Maple	0 " 1	60		45.0	***
3	Basswood	Sawtimber	1.7	MBF	15.8	\$3,931.65
	Red Maple		0.4	MBF		
	Sugar Maple		10.5	MBF		
	Basswood	[·	1	Cords		
	Mixed Hardwood		152	Cords		
	Red Maple		55	Cords		
	Sugar Maple		97	Cords		
4	Basswood	Sawtimber	1.7	MBF	28.1	\$4,084.15
	Red Maple		1.8	MBF		
	Sugar Maple		10.3	MBF		
	Basswood	Pulpwood	2	Cords		
	Mixed Hardwood		159	Cords		
	Red Maple		4	Cords		
	Sugar Maple		155	Cords		
5	Red Maple	Sawtimber	1.7	MBF	20.5	\$2,686.80
	Sugar Maple		4.9	MBF		
	Balsam Fir	Pulpwood	7	Cords		
	Mixed Hardwood	'	128	Cords		
	Black Ash		5	Cords		
	Red Maple		12	Cords		
	Sugar Maple		111	Cords		
6	Basswood	Sawtimber	0.9	MBF	19.3	\$1,247.35
U	Red Maple	Cawtillibel	1.6	MBF	13.5	Ψ1,2-7.00
	Sugar Maple		3.3	MBF		
	Basswood	Pulpwood	1	Cords		
		Fulpwood				
	I I I	Cords				
	Red Maple		8	Cords		
	Sugar Maple	<b>.</b>	30	Cords		4
7	Basswood	Sawtimber	4.2	MBF	13.1	\$5,035.80
	Red Maple		5.1	MBF		
	Sugar Maple		17.5	MBF		
	Basswood	Pulpwood	3	Cords		
	Mixed Aspen		7	Cords		
	Quaking Aspen		7	Cords		
	Mixed Hardwood		81	Cords		
	Ironwood		2	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
7 con't	Red Maple	Pulpwood	9	Cords		
	Sugar Maple		70	Cords		
8	Basswood	Sawtimber	5.0	MBF	30.1	\$8,784.15
	Red Maple		9.2	MBF		
	Sugar Maple		28.5	MBF		
	Basswood	Pulpwood	4	Cords		
	Mixed Hardwood		199	Cords		
	Red Maple		71	Cords		
	Sugar Maple		128	Cords		
9	Red Maple	Sawtimber	1.3	MBF	12.3	\$2,273.20
	Sugar Maple		2.7	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Hardwood		138	Cords		
	Red Maple		102	Cords		
	Sugar Maple		36	Cords		
10	Balsam Fir	Pulpwood	37	Cords	7.1	\$2,349.40
	Mixed Hardwood		106	Cords		
	Black Ash		24	Cords		
	Red Maple		37	Cords		
	Sugar Maple		45	Cords		
	Mixed Spruce		29	Cords		
	Black Spruce		29	Cords		
	Paper Birch		2	Cords		
11	Red Maple	Sawtimber	1.1	MBF	12.2	\$2,225.6
	Sugar Maple		0.7	MBF		
	Balsam Fir	Pulpwood	8	Cords		
	Mixed Hardwood		161	Cords		
	Red Maple		83	Cords		
	Sugar Maple		78	Cords		
12	Red Maple	Sawtimber	7.9	MBF	27.0	\$5,605.0
	Sugar Maple		13.8	MBF		
	Balsam Fir	Pulpwood	6	Cords		
	Mixed Aspen		8	Cords		
	Quaking Aspen		8	Cords		
	Mixed Hardwood		179	Cords		
	Red Maple		90	Cords		
	Sugar Maple		89	Cords		
13	Red Maple	Sawtimber	6.8	MBF	17.2	\$2,982.4
	Sugar Maple		5.2	MBF		
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Hardwood		121	Cords		
	Red Maple		66	Cords		
	Sugar Maple		55	Cords		
14	Red Maple	Sawtimber	19.7	MBF	46.9	\$7,826.1
	Sugar Maple		1.0	MBF		
	Balsam Fir	Pulpwood	27	Cords		
	Mixed Aspen		45	Cords		
	Balsam Poplar		41	Cords		
	Quaking Aspen		4	Cords		
	Mixed Hardwood		373	Cords		
	Black Ash		52	Cords		
	Red Maple		306	Cords		
	Sugar Maple		15	Cords		
	Mixed Spruce		31	Cords		
	Black Spruce		31	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
14 con't	Paper Birch	Pulpwood	3	Cords		
15	Red Maple	Sawtimber	26.5	MBF	32.0	\$9,501.70
	Sugar Maple		15.2	MBF		
	Balsam Fir	Pulpwood	18	Cords		
	Mixed Aspen		63	Cords		
	Quaking Aspen		63	Cords		
	Mixed Hardwood		274	Cords		
	Red Maple		190	Cords		
	Sugar Maple		84	Cords		
16	Red Maple	Sawtimber	0.4	MBF	5.5	\$437.35
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Hardwood		31	Cords		
	Red Maple		22	Cords		
	Sugar Maple		9	Cords		
17	Red Maple	Sawtimber	1.0	MBF	8.8	\$1,152.80
	Balsam Fir	Pulpwood	18	Cords		
	Mixed Hardwood		44	Cords		
	Black Ash		12	Cords		
	Red Maple		32	Cords		
	Mixed Spruce		16	Cords		
	Black Spruce		6	Cords		
	White Spruce		10	Cords		
18	Red Maple	Sawtimber	5.8	MBF	9.8	\$655.70
	Sugar Maple		0.8	MBF		
	Mixed Hardwood	Pulpwood	6	Cords		
	Red Maple		5	Cords		
	Sugar Maple		1	Cords		
		TOTAL:	253.9	MBF		
		TOTAL:	2,840	Cords		

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# Sale Specific Conditions & Requirements

Sale Name: McMaple Horse Sale Number: 32-008-20 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 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

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

Within Payment Unit(s) 10, 14, and 17, cut all trees that are two (2) inches or more at DBH, except

Payment Unit(s) 10, leave all black cherry, yellow birch and basswood.

Payment Unit(s) 14, leave all hemlock, cedar, black cherry, and yellow birch

Payment Unit(s) 17, leave all hemlock, cedar, black cherry, yellow birch and white pine.

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

Within Payment Unit(s) 1 - 9, 11 - 13, 15 - 16, and 18, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

# 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 - 9, 11 - 13, 15 - 16 and 18. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

# 3 - Payments

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (7/16)

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

Within the Sale Area, if more than 10% 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 25 % 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.

# 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 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: 200 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

# 4.2.4 - 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 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 business 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) 14 - 18, 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 deer yard, wet access, and wet Payment Unit's.

# 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1 - 9, 11 - 13, and 15 - 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.

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

Some roads or skid trails may require extra protection such as that afforded by timber mats. Access into Payment Unit 11 must be timber matted or frozen in the winter before operating in this Payment Unit. 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. 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) 10 and 11, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of either wet access or wet Payment Unit's.

# 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 Road 444 without permission of the county road commission.

# 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.

# 5.8 - 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.

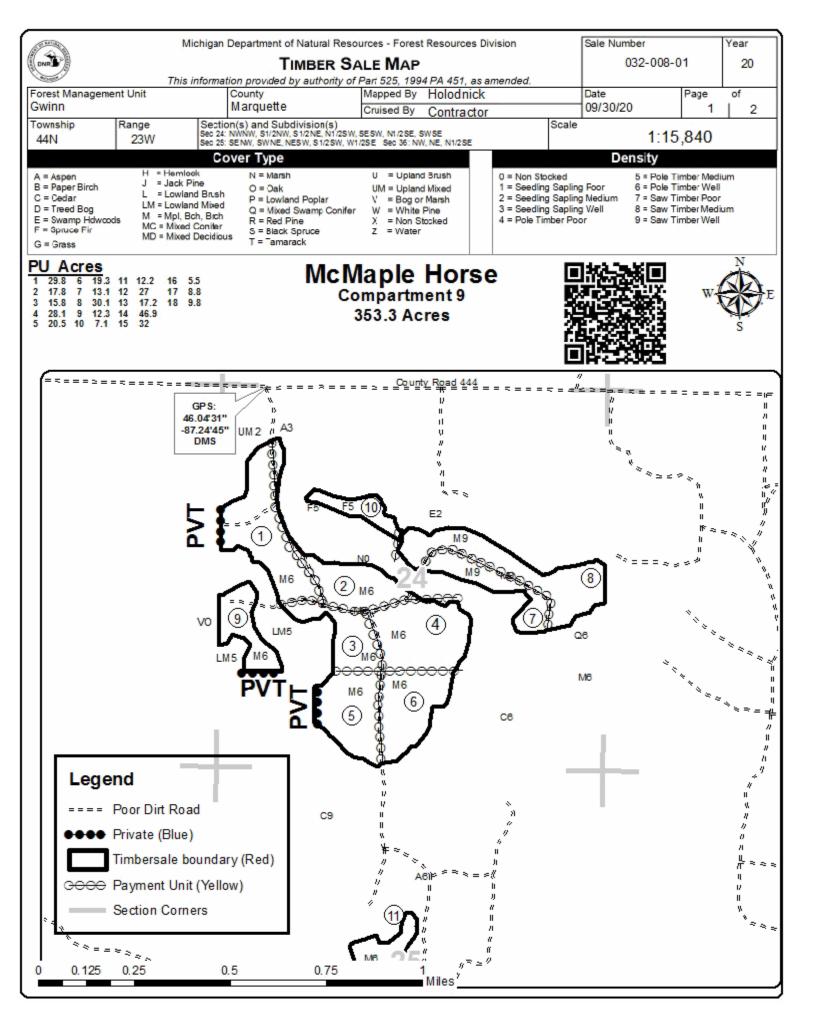
# 6 - Safety and Fire Prevention

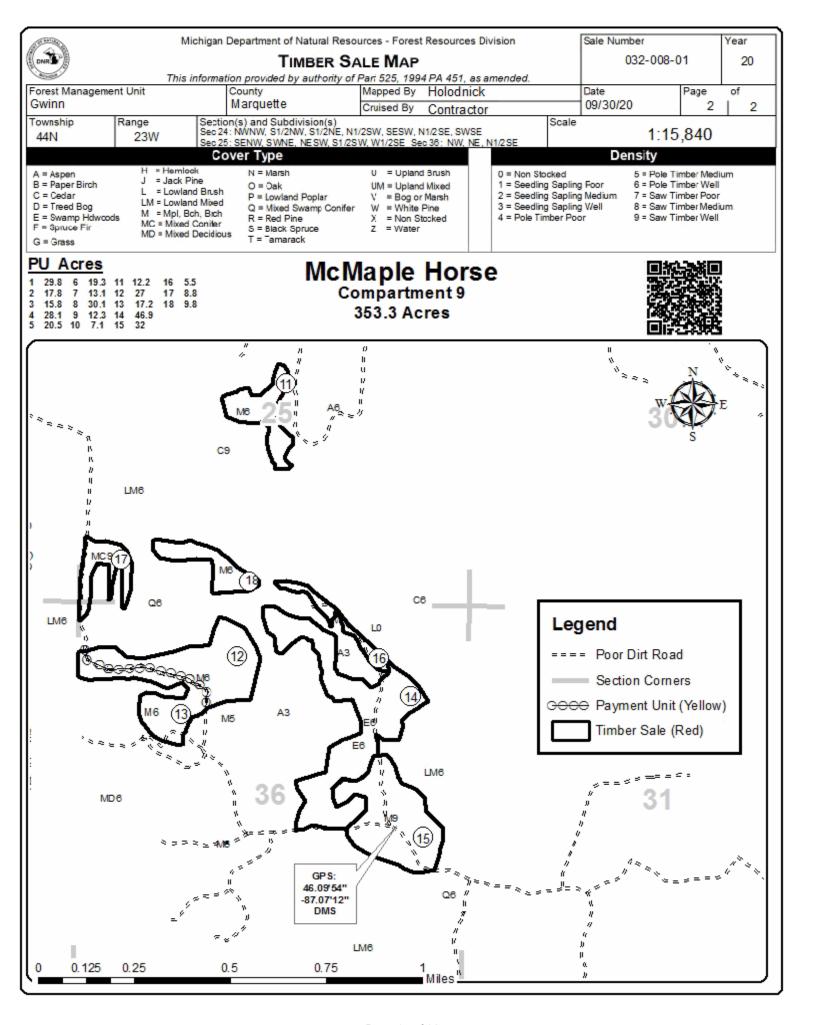
# 6.2 - Signing

# 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on County Road 444 and the Dead Horse 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 7/14/2021 9:18:24AM





# 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.

Marquette County (Advertised Price \$112,522.95)

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	ESTIMATED UNITS*		ADV	ERTISED PRICE
Sawtimber				
Basswood	37.7	MBF	\$	37.00 / MBF
Red Maple	7.8	MBF	\$	74.00 / MBF
Sugar Maple	69.9	MBF	\$	195.00 / MBF
Pulpwood				
Balsam Fir	562	Cords	\$	14.50 / Cord
Basswood	148	Cords	\$	5.65 / Cord
Mixed Hardwood	1,501	Cords	\$	11.75 / Cord
Quaking Aspen	3,810	Cords	\$	17.40 / Cord
White Spruce	213	Cords	\$	18.80 / 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 \$5,626.00 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:

, ,	3 3
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	2.0%
02	4.4%
03	2.8%
04	1.9%
05	3.3%
06	2.2%
07	1.7%
08	2.0%
09	1.7%
10	0.8%
11	3.1%
12	0.6%
13	0.2%
14	1.0%
15	15.0%
16	14.6%
17	10.6%
18	8.5%
19	23.6%

- 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 RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR MINIMUM MAX		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.

	VOLU	JME		RANGE IN	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% 0.00%	137 101	137 101
9	7,955	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	\$2,283.25
	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	\$4,941.60
	Red Maple		0.3	MBF		. ,
	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	\$3,169.50
Ü	Red Maple	Cawambon	0.1	MBF	17.0	ψο, 100.00
	Sugar Maple		8.1	MBF		
	Basswood	Pulpwood	31	Cords		
	Mixed Hardwood	l dipwood	59	Cords		
	Red Maple		1	Cords		
	Sugar Maple		58	Cords		
	Quaking Aspen		10	Cords		
4	Basswood	Sawtimber	7.0	MBF	12.2	\$2,169.2
4		Sawumber	2.2	MBF	12.2	φ <b>2</b> , 109.2
	Sugar Maple Basswood	Dulpurood				
	Mixed Hardwood	Pulpwood	28 43	Cords Cords		
	Ironwood		8	Cords		
			35	Cords		
	Sugar Maple		47	Cords		
_	Quaking Aspen	04:			05.4	<b>#0.700.0</b>
5	Basswood	Sawtimber	5.3	MBF	25.1	\$3,733.3
	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	\$2,511.7
	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	\$1,957.2
	Sugar Maple		2.4	MBF		
	Mixed Hardwood	Pulpwood	111	Cords		
	Red Maple		51	Cords		
	Sugar Maple		60	Cords		
8	Red Maple	Sawtimber	0.1	MBF	16.1	\$2,304.3
	Sugar Maple		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	\$1,923.5

# 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	\$878.75
	Sugar Maple		0.4	MBF		,
	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	\$3,543.25
	Red Maple	GawtiiribCi	0.9	MBF	12.0	ψ0,040.20
	Sugar Maple		10.4	MBF		
	Basswood	Pulpwood	6	Cords		
	Mixed Hardwood	Fulpwood	_	Cords		
			105	_		
	Ironwood		1	Cords		
	Red Maple		1	Cords		
	Sugar Maple		103	Cords		
	Quaking Aspen		7	Cords		
12	Balsam Fir	Pulpwood	3	Cords	5.7	\$628.75
	Mixed Hardwood		35	Cords		
	Red Maple		35	Cords		
	Quaking Aspen		10	Cords		
13	Balsam Fir	Pulpwood	4	Cords	5.5	\$177.85
	Mixed Hardwood		7	Cords		
	Black Cherry		7	Cords		
	White Spruce		2	Cords		
14	Balsam Fir	Pulpwood	11	Cords	11.4	\$1,175.00
	Mixed Hardwood		10	Cords		
	Black Cherry		10	Cords		
	Quaking Aspen		30	Cords		
	White Spruce		20	Cords		
15	Balsam Fir	Pulpwood	152	Cords	26.2	\$16,914.05
	Mixed Hardwood	'	75	Cords		. ,
	Black Cherry		33	Cords		
	Red Maple		42	Cords		
	Quaking Aspen		704	Cords		
	White Spruce		84	Cords		
16	Balsam Fir	Pulpwood	162	Cords	22.7	\$16,401.15
10	Basswood	Fulpwood	3	Cords	22.1	φ10, <del>4</del> 01.13
	Mixed Hardwood		44	Cords		
			23	Cords		
	Black Ash					
	Black Cherry		7	Cords		
	Sugar Maple		14	Cords		
	Quaking Aspen		711	Cords		
	White Spruce		61	Cords		
17	Balsam Fir	Pulpwood	102	Cords	25.6	\$11,944.00
	Mixed Hardwood		104	Cords		
	Black Cherry		27	Cords		
	Ironwood		13	Cords		
	Sugar Maple		64	Cords		
	Quaking Aspen		515	Cords		

# 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	\$9,603.35
	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	\$26,263.00
	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 Seg#: 3

### 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 - 19, 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 administrator 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 Cut Off Road to County Road SI in Watson.

# 4.2.3 - Road maintenance (8/13)

The following road maintenance may be 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

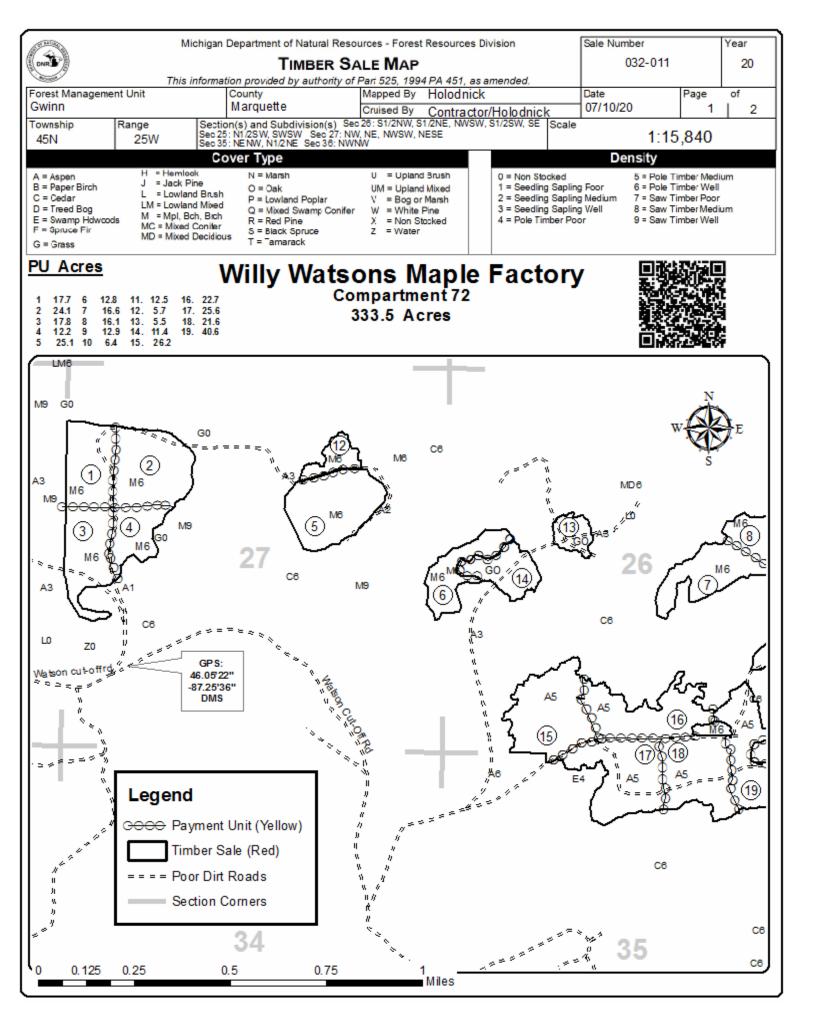
# 6.2.1 - Road posting (9/09)

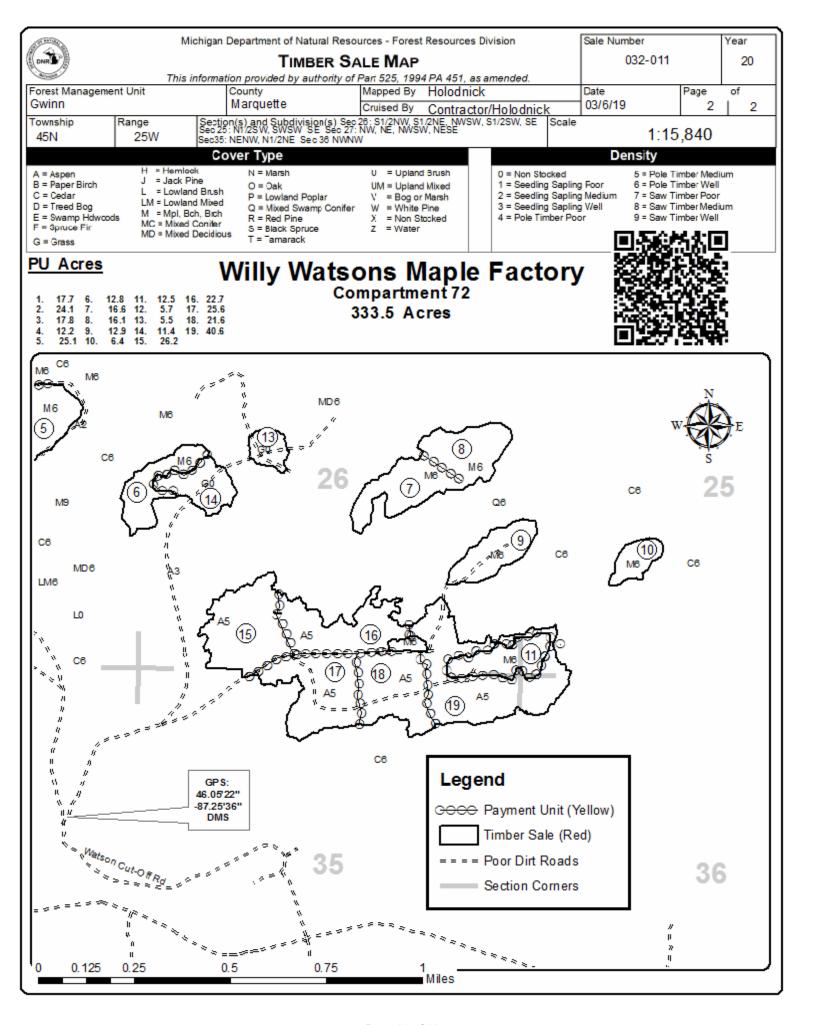
The Purchaser is responsible for posting and maintaining caution signs on Watson Cut Off Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or 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 7/14/2021 8:10:35AM





# BID FORM

GWINN MANAGEMENT UNIT

GWINN OFFICE

# McMaple Horse (32-008-20)

T44N, R23W, SEC. 24; T44N, R23W, SEC. 25; T44N, R23W, SEC. 36; Marquette

In response to the notice of sale to be held 1:00 p.m. (local time) on August 2, 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	ESTIMATED VOLUME*	ΑГ	OVERTISED PRICE	BID PRICE/UNIT
Sawtimber	<u>LOTHIN (TEB VOLOME</u>	<u>/ 11</u>	<u> </u>	<u>DID TTRIOL/OTHIT</u>
Basswood	24.6 MBF	\$	37.00/MBF	\$
Red Maple	95.3 MBF	\$	74.00/MBF	\$
Sugar Maple	134.0 MBF	\$	195.00/MBF	\$
Pulpwood				
Balsam Fir	168 Cords	\$	14.50/Cord	\$
Basswood	25 Cords	\$	5.65/Cord	\$
Mixed Aspen	143 Cords	\$	17.40/Cord	\$
Mixed Hardwood	2,423 Cords	\$	11.75/Cord	\$
Mixed Spruce	76 Cords	\$	18.80/Cord	\$
Paper Birch	5 Cords	\$	11.10/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 SOCIAL SECURITY NUMBER:\_\_ \_\_ -\_\_ -\_\_ -\_\_\_ -\_\_\_

	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILA	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	or company representati	ve's signature:		Date:		
Phone number : Email (optional):						

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



### Michigan Department of Natural Resources Forest Resources Division

# TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.

# **VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	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 sig	natures.				
Ple	Please Check Appropriate Categories:					
1.	<ul> <li>My business is organized as (you must check one of the both A.  Sole Proprietorship (individual)</li> <li>B.  Partnership</li> <li>C.  Corporation</li> </ul>	oxes below):				
<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> </ul>						
	<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>					
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").</li> </ol>					
	Full-time Employees	Part-time Employees				
Nam	ame of Business	Federal ID (or) Social Security No.				
Add	ddress T (	elephone				
City	ity State Z	ZIP				
in fa _	hereby certify that the above information is true and correct. It is a factors affecting my coverage during any of my present and further 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

# 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 August 2, 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	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Basswood	37.7	MBF	\$	37.00/MBF	\$
Red Maple	7.8	MBF	\$	74.00/MBF	\$
Sugar Maple	69.9	MBF	\$	195.00/MBF	\$
Pulpwood					
Balsam Fir	562	Cords	\$	14.50/Cord	\$
Basswood	148	Cords	\$	5.65/Cord	\$
Mixed Hardwood	1,501	Cords	\$	11.75/Cord	\$
Quaking Aspen	3,810	Cords	\$	17.40/Cord	\$
White Spruce	213	Cords	\$	18.80/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 AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS 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.

<ul> <li>sale contract.</li> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted w twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.</li> <li>All Information must be typed or pri nted except for written signatures.</li> <li>Please Check Appropriate Categories:</li> <li>My business is organized as (you must check one of the boxes below): <ul> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul> </li> <li>You must check one of the boxes below: <ul> <li>A. □ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B. □ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. □ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul> </li> </ul>	Part 5 of Act 451 of 1994, as amended.					
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Please Check Appropriate Categories:  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. 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, 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  Telephone ( )	•	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.				
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A. Sole Proprietorship (individual)  B. Partnership C. Corporation  2. You <b>must</b> check <u>one</u> 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 <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, than yourself, including family members and active partners (if none, you must enter "0").  Part-time Employees  Federal ID (or) Social Security No.	Please Check Appropriate Categories:					
A.	1.	A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership				
than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time Employees  Name of Business Federal ID (or) Social Security No.  Telephone ( )	2.	<ul> <li>A.  ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-</li> </ul>				
Name of Business  Federal ID (or) Social Security No.  Telephone ( )	3.					
Address Telephone ( )		Full-time EmployeesPart-time Employees				
( )	Name of Business			Federal ID (or) Social Security No.		
City State ZIP				Telephone ( )		
	City State			ZIP		

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

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur

Date

in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

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