

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7089

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on June 21, 2022. LOCATION: GLADWIN MGMT UNIT, 801 NORTH SILVERLEAF, GLADWIN, MI 48624.

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

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

Truck Trail Harvest (73-001-19) / T18N, R02E, SEC. 2, NESW,S1/2SW.

T18N, R02E, SEC. 3, S1/2NW, SWNE, N1/2SW, NWSE.

T18N, R02E, SEC. 4, SENE, SWSW, SESE.

T18N, R02E, SEC. 5, SENE, SESW, SWSE.

T18N, R02E, SEC. 8, SENW, SWNE, NESW, NWSE.

T18N, R02E, SEC. 9, N1/2SE.

T18N, R02E, SEC. 9, NWNW,S1/2NW,NENE,S1/2NE,NWSW.

T19N, R02E, SEC. 32, SENE, NESE, S1/2SE.

T19N, R02E, SEC. 33, SWNW, NWSW, E1/2SE.

T19N, R02E, SEC. 34, SWNW,SW.

Gladwin County, Advertised Price \$40,613.35, 219.0 Acres, Hardwood, Aspen.

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

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

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

Bids must be received by the Unit Manager, GLADWIN OFFICE, 801 NORTH SILVERLEAF, GLADWIN, MI 48624, no later than 10:00 a.m. (local time) on June 21, 2022. For further information concerning this sale, contact Patrick Mohney at 989-426-9205 extension 7640.

2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

9. Timber Sale Contract (7/18)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 * 100).

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery . No reliance should be placed on the State of Michigan's estimates of timber quality , quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

DAN EICHINGER
Director

TIMBER SALE INFORMATION

Truck Trail Harvest (73-001-19)

T18N, R02E, SEC. 2; T18N, R02E, SEC. 3; T18N, R02E, SEC. 4; T18N, R02E, SEC. 5; T18N, R02E, SEC. 8; T18N, R02E, SEC. 9; T19N, R02E, SEC. 32; T19N, R02E, SEC. 33; T19N, R02E, SEC. 34.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. 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*		ADVE	RTISED PRICE
Sawtimber				
BI/R/Hybrid Oak	180.5	MBF	\$	54.00 / MBF
Red Maple	94.2	MBF	\$	20.00 / MBF
Red Pine	52.5	MBF	\$	53.00 / MBF
White Oak	13.8	MBF	\$	39.00 / MBF
Pulpwood				
BI/R/Hybrid Oak	894	Cords	\$	6.30 / Cord
Black Cherry	21	Cords	\$	7.20 / Cord
Jack Pine	265	Cords	\$	8.75 / Cord
Paper Birch	52	Cords	\$	7.70 / Cord
Quaking Aspen	548	Cords	\$	11.00 / Cord
Red Maple	1,177	Cords	\$	7.20 / Cord
Red Pine	81	Cords	\$	25.35 / Cord
Tamarack	2	Cords	\$	2.95 / Cord
White Oak	38	Cords	\$	6.30 / Cord
White Pine	31	Cords	\$	11.55 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 7.00 percent. There are an estimated 3,790 cords on this timber sale, plus or minus 265 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$4,061.00 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	13.7%
02	18.5%
03	13.5%
04	2.3%
05	8.2%
06	2.1%
07	3.6%
08	6.8%
09	6.8%
10	7.3%
11	3.9%
12	0.9%
13	2.2%
14	6.0%
15	4.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2025.

SALE STATISTICS

SALE VOLUMES

VOL	UME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
299,419	3,790	7.00%	3,525	4,055	

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
10	0	0	21.73%	0	0
60	0	0	4.64%	0	0
72	0	0	38.33%	0	0
79	0	0	21.16%	0	0
80	0	0	13.50%	0	0
81	0	0	28.16%	0	0
124	0	0	21.24%	0	0
142	0	0	30.19%	0	0
164	0	0	26.33%	0	0
166	0	0	49.57%	0	0
167	0	0	31.43%	0	0
170	0	0	46.39%	0	0
178	0	0	25.76%	0	0
199	0	0	31.82%	0	0
206	0	0	59.30%	0	0
207	0	0	43.99%	0	0
TOTAL:	0	0		0	0

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
10	35.3	3	35.3
60	4.2	4	4.2
72	7.7	15	7.7
79	27.2	1	11.3
		2	15.9
80	30.5	1	10.4
		2	20.1
81	16.6	1	10.9
		2	5.7
124	12.1	14	12.1
142	12.8	10	12.8
164	12.7	9	12.7
166	7.5	7	7.5
167	11.0	8	11.0
170	5.4	6	5.4
178	19.2	5	19.2
199	5.7	11	5.7
206	4.4	12	4.4
207	6.7	13	6.7
TOTAL:	219.0		219.0

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	BI/R/Hybrid Oak	Sawtimber	19.8	MBF	32.6	\$5,575.30
	Red Maple		12.3	MBF		
	Red Pine		2.4	MBF		
	Bl/R/Hybrid Oak	Pulpwood	124	Cords		
	Black Cherry		7	Cords		
	Jack Pine		11	Cords		
	Jack Pine		11	Cords		
	Paper Birch		10	Cords		
	Paper Birch		10	Cords		
	Quaking Aspen		140	Cords		
	Red Maple		210	Cords		
	Red Pine		3	Cords		
2	BI/R/Hybrid Oak	Sawtimber	34.1	MBF	41.7	\$7,439.90
	Red Maple		20.9	MBF		4 1,12212
	Red Pine		3.4	MBF		
	Bl/R/Hybrid Oak	Pulpwood	198	Cords		
	Black Cherry	i dipwood	6	Cords		
	Jack Pine		16	Cords		
	Jack Pine		16	Cords		
	Paper Birch		14	Cords		
	Paper Birch		14	Cords		
	I					
	Quaking Aspen		121	Cords		
	Red Maple		281	Cords		
	Red Pine		4	Cords		
	White Oak		1	Cords		
3	BI/R/Hybrid Oak	Sawtimber	39.0	MBF	35.3	\$5,495.5
	Red Maple		22.9	MBF		
	White Oak		8.3	MBF		
	BI/R/Hybrid Oak	Pulpwood	135	Cords		
	Jack Pine		7	Cords		
	Jack Pine		7	Cords		
	Paper Birch		10	Cords		
	Paper Birch	Sawtimber	0.4	MBF		
	Paper Birch	Pulpwood	9	Cords		
	Red Maple		196	Cords		
	White Oak		22	Cords		
	White Pine		6	Cords		
	White Pine		6	Cords		
4	BI/R/Hybrid Oak	Sawtimber	8.7	MBF	4.2	\$951.40
	BI/R/Hybrid Oak	Pulpwood	47	Cords		
	Jack Pine		8	Cords		
	Jack Pine		8	Cords		
	White Pine		10	Cords		
	White Pine		10	Cords		
5	BI/R/Hybrid Oak	Sawtimber	18.2	MBF	19.2	\$3,331.85
•	Red Maple		2.3	MBF		ψο,σοσο
	Red Pine		1.9	MBF		
	Bl/R/Hybrid Oak	Pulpwood	124	Cords		
	Quaking Aspen		49	Cords		
	Red Maple		119	Cords		
^	Red Pine	0	1	Cords		****
6	BI/R/Hybrid Oak	Sawtimber	1.4	MBF	5.4	\$855.40
	Red Maple		3.9	MBF		
	White Oak		1.7	MBF		
	BI/R/Hybrid Oak	Pulpwood	14	Cords		
	Quaking Aspen	l	14	Cords	Ī	i

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Red Maple	Pulpwood	52	Cords		
	White Oak		3	Cords		
7	Bl/R/Hybrid Oak	Sawtimber	6.4	MBF	7.5	\$1,481.20
	Red Maple		0.4	MBF		
	White Oak		0.7	MBF		
	Bl/R/Hybrid Oak	Pulpwood	15	Cords		
	Paper Birch		4	Cords		
	Paper Birch		4	Cords		
	Quaking Aspen		60	Cords		
	Red Maple		42	Cords		
	White Oak		2	Cords		
8	BI/R/Hybrid Oak	Sawtimber	1.4	MBF	11.0	\$2,766.1
	Red Maple		0.9	MBF		
	Red Pine		16.7	MBF		
	BI/R/Hybrid Oak	Pulpwood	8	Cords		
	Jack Pine		32	Cords		
	Jack Pine		32	Cords		
	Quaking Aspen		36	Cords		
	Red Maple		8	Cords		
	Red Pine		34	Cords		
	Tamarack		1	Cords		
	White Pine		12	Cords		
	White Pine	Sawtimber	2.7	MBF		
	White Pine	Pulpwood	7	Cords		
9	Bl/R/Hybrid Oak	Sawtimber	6.1	MBF	12.7	\$2,745.4
Ū	Red Maple	oawannoon	17.9	MBF		ΨΞ,7 10.1
	Red Pine		5.7	MBF		
	Bl/R/Hybrid Oak	Pulpwood	42	Cords		
	Black Cherry	i dipwood	3	Cords		
	Jack Pine		9	Cords		
	Jack Pine	Sawtimber	1.2	MBF		
	Jack Pine	Pulpwood	7	Cords		
	Paper Birch	, alpitoda	4	Cords		
	Paper Birch		4	Cords		
	Quaking Aspen		30	Cords		
	Red Maple		129	Cords		
	Red Pine		4	Cords		
10	Bl/R/Hybrid Oak	Sawtimber	7.7	MBF	12.8	\$2,970.7
10	Red Maple	Sawtillibei	5.2	MBF	12.0	φ2,970.7
	Red Pine		10.9	MBF		
	Bl/R/Hybrid Oak	Pulpwood	29	Cords		
	Jack Pine	Fulpwood	46	Cords		
	Jack Pille Jack Pine	Sawtimber	5. <i>0</i>	MBF		
	Jack Pine Jack Pine	Pulpwood	36	Cords		
		Pulpwood	6	Cords		
	Paper Birch		6	Cords		
	Paper Birch					
	Quaking Aspen		21	Cords		
	Red Maple		75	Cords		
	Red Pine		18	Cords		
	Tamarack		1	Cords		
	White Pine		1	Cords		
44	White Pine	0 (; ;	1	Cords		A :
11	Red Pine	Sawtimber	11.5	MBF	5.7	\$1,589.1
	BI/R/Hybrid Oak	Pulpwood	4	Cords		
	Jack Pine		59	Cords	,	
	Jack Pine		59	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
11 con't	Red Maple	Pulpwood	1	Cords		
	Red Pine		17	Cords		
12	BI/R/Hybrid Oak	Sawtimber	1.2	MBF	4.4	\$358.30
	BI/R/Hybrid Oak	Pulpwood	10	Cords		
	Black Cherry		4	Cords		
	Quaking Aspen		11	Cords		
	Red Maple		8	Cords		
	White Pine		2	Cords		
	White Pine		2	Cords		
13	BI/R/Hybrid Oak	Sawtimber	0.5	MBF	6.7	\$908.55
	BI/R/Hybrid Oak	Pulpwood	8	Cords		
	Jack Pine		77	Cords		
	Jack Pine		77	Cords		
	Quaking Aspen		13	Cords		
	Red Maple		2	Cords		
14	Bl/R/Hybrid Oak	Sawtimber	29.5	MBF	12.1	\$2,447.70
	Red Maple		3.3	MBF		
	White Oak		3.1	MBF		
	BI/R/Hybrid Oak	Pulpwood	88	Cords		
	Black Cherry		1	Cords		
	Red Maple		6	Cords		
	White Oak		10	Cords		
15	BI/R/Hybrid Oak	Sawtimber	6.5	MBF	7.7	\$1,696.80
	Red Maple		4.2	MBF		
	BI/R/Hybrid Oak	Pulpwood	48	Cords		
	Paper Birch		4	Cords		
	Paper Birch		4	Cords		
	Quaking Aspen		53	Cords		
	Red Maple		48	Cords		
		TOTAL:	341.0	MBF		
		TOTAL:	3,109	Cords		

Sale Specific Conditions & Requirements

Sale Name: Truck Trail Harvest Sale Number: 73-001-19 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by 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. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-13 and 15, cut all trees that are two (2) inches or more at DBH, except do not cut any tree marked with green paint. In addition, within Payment Units 1 and 2, do not oak twenty (20) inches or more at DBH, or any cedar. Also, within Payment Unit 10, do not cut any tree marked with a blue trail confidence marker for the Midland to Mackinaw hiking trail; these trees are not Included Timber and are to be protected.

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 14, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any tree marked with green paint.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall not exceed either 12 inches for trees 10 inches or more at DBH or 4 inches for trees less than 10 inches at DBH.

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 8, 11 and 13, tops may not be chipped and shall be scattered evenly across these Payment Units. This is to help facilitate natural regeneration.

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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 Payment Unit 14, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the Payment Unit is damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the Payment Unit that was damaged.

No damage is acceptable to 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

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be as specified by the sale administrator and they shall be installed prior to hauling. Culverts

shall be new corrugated metal or plastic gauge. Culverts shall be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, mulch, and slash installed as directed by the sale administrator as specified within the BMP manual. Stream crossing permits, if needed, will be obtained by the DNR.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. These roads must be rendered impassable to cars and trucks. Stumps and brush must be placed along the length of the trail. Contact the sale administrator for details of design and placement.

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

The following road work is required: Two culverts will need fill placed over them to avoid crushing from operating equipment. This fill shall be placed as directed by the sale administrator. Fill shall be placed in these locations before operations begin. Approximate location of fill areas are shown on the Timber Sale Map.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-15, unless changed by written agreement, cutting, skidding, hauling and brushing of access roads to the sale, is limited to the period of July 31 to March 31, during dry or frozen conditions. This restriction is because Payments Units have areas of excess water and therefore are prone to rutting. This specification is also being used to limit operation during the high risk period for oak wilt disease.

5.2.4 - Dead and Down Creation

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

To encourage grouse and other wildlife, in Payment Unit(s) 1, 2, 7 and 15, leave one, twelve (12) inch or larger diameter, whole tree on the ground for every 3 acres. Trees should scattered throughout these Payment Units and located at least two chains from any road, two-track, or trail open to vehicles, or positioned per the sale administrator's instruction.

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. In two locations, approximately 60 feet of road or trail will need extra protection as shown on the Timber Sale Map. 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. Composite mats are only available from the Grayling field office. 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 \$400.00 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.

5.2.31 - Landing locations (9/13)

Recommended landing areas are shown on the Timber Sale Map with the letter "L". Landings must be confined to these sites unless otherwise authorized by the Unit Manager or their representative.

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

The Gladwin ORV trail is shown on the Timber Sale Map and is located within Payment Units 14 and 15. Do not cut trees or damage posts with yellow ORV confidence markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris and rut free zone daily, using the ORV trail or route as the center-line. Do not operate equipment down the ORV trail or route. Skidding across the trail may only occur at locations approved by the sale administrator.

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.

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within vernal pond areas or drainages. When harvesting occurs, there shall be no disturbance to the vernal pond depression. All equipment, trees and tops shall be kept out of these areas. Within 100 feet of the vernal depressions and drainages equipment shall 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.

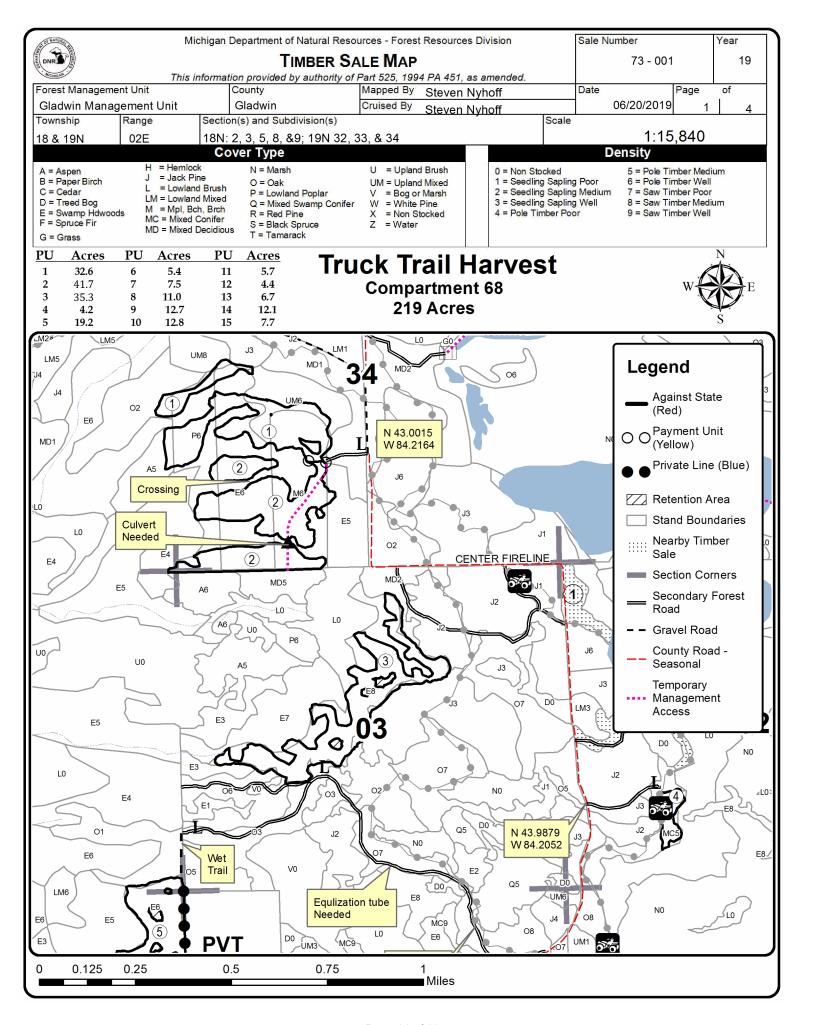
6 - Safety and Fire Prevention

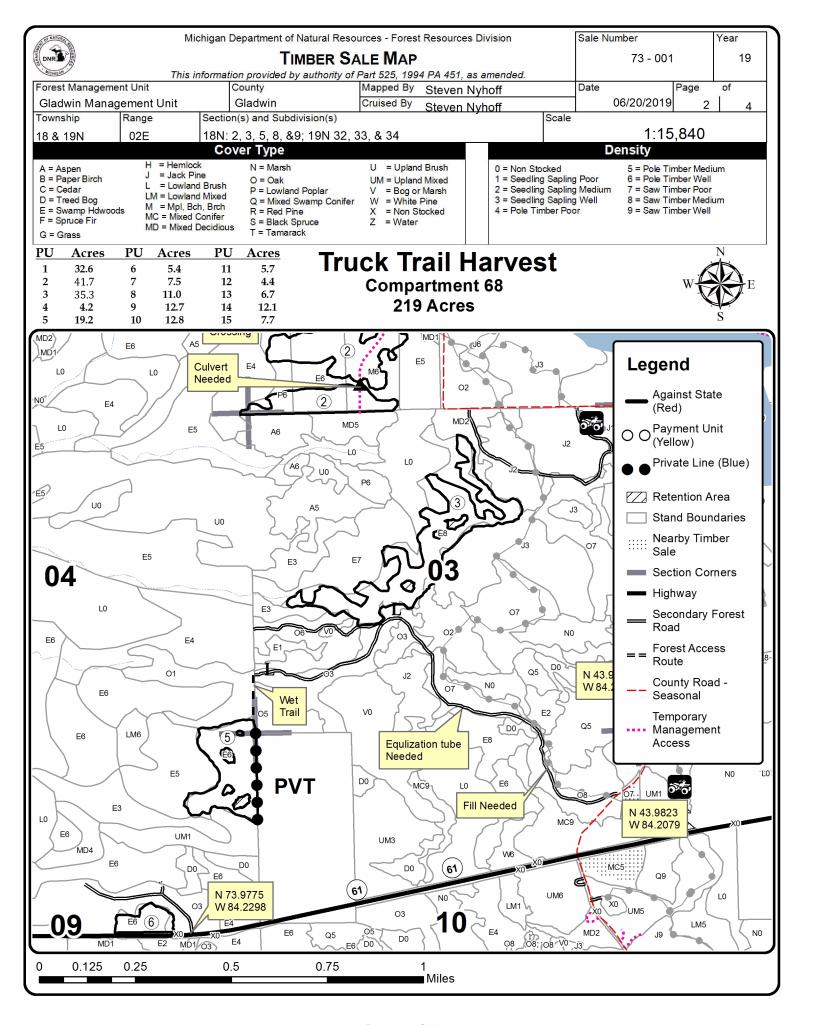
6.2 - Signing

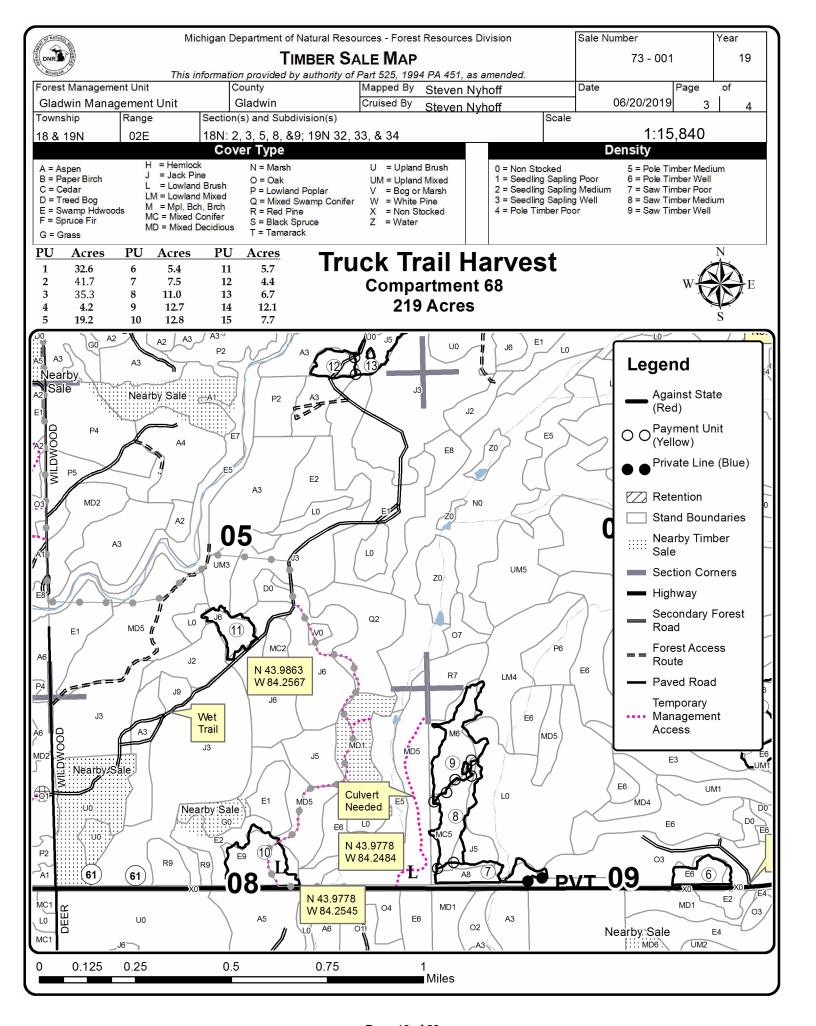
6.2.3 - Recreational trail posting (2/10)

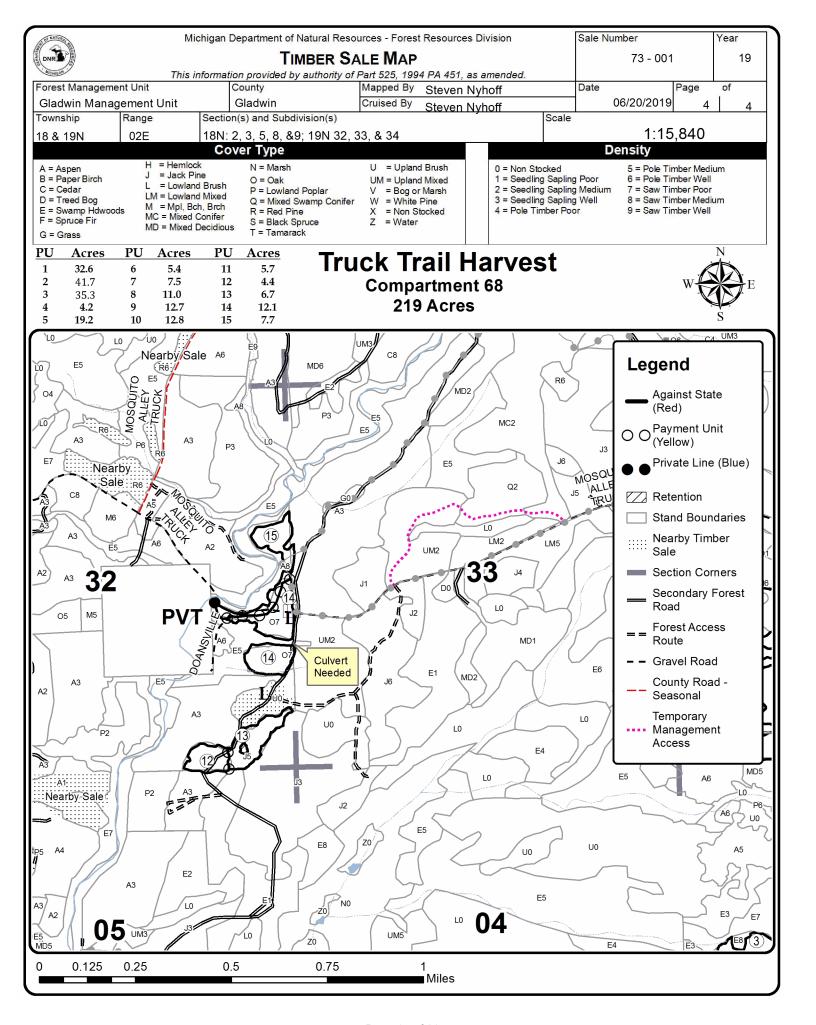
The Purchaser is responsible for posting and maintaining caution signs on ORV trails prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations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

Section Name: Sale Specific Current as of 8/4/2020 3:43:51PM









BID FORM

GLADWIN MANAGEMENT UNIT GLADWIN OFFICE

Truck Trail Harvest (73-001-19)

T18N, R02E, SEC. 2; T18N, R02E, SEC. 3; T18N, R02E, SEC. 4; T18N, R02E,

In response to the notice of sale to be held 10:00 a.m. (local time) on June 21, 2022, 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.

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^{*}The volumes are statistically estimated within plus (+) or minus (-) 7.00 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: - ____ or SOCIAL SECURITY NUMBER:___

	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN TH	HE ABOVE BOX.		
ndividual	or company representative's signatu	re:		Date:	_	
Phone nu	mber :	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 <u>one</u> of the boxes below): A. Sole Proprietorship (individual) B. Partnership C. Corporation 2. You must 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 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"). Full-time Employees Federal ID (or) Social Security No. Part-time Employees Part-time Employees	•	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.			
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Signature of Owner or Authorized Representative	ity	State	•	ZIP	
Title Date	n factors affecting my coverage during any of my present and future operations.				
	T	Title		 Date	

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