

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6391**

SCHEDULED SALE DATE AND TIME: 1:00 p.m. (local time) on April 22, 2019. 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:

The Escanaba Flopper (32-015-18) / T46N, R27W, SEC. 25, NESW,S1/2SW,W1/2SE.

T46N, R27W, SEC. 26, SESE.

T46N, R27W, SEC. 35, E1/2NE.

T46N, R27W, SEC. 36, NW, NWNE.

Marquette County, Advertised Price \$42,782.40, 133.8 Acres, Aspen, Jack Pine.

SALE NOTE: Road work is required for this sale. See spec 4.1.8 for additional details.

Within Payment Units 1 and 2, cutting and skidding are limited to the period of November 1 to April 30. See spec 5.2.3.1 for additional details.

Yard Sale Yeti (32-033-18) / T45N, R27W, SEC. 1, SWSW.

T45N, R27W, SEC. 2, NW,N1/2NE,SWNE,SE.

T45N, R27W, SEC. 3, E1/2NE.

T46N, R27W, SEC. 35, S1/2SW,SWSE.

T46N, R27W, SEC. 36, NWSW, S1/2SW.

Marquette County, Advertised Price \$152,545.25, 220.9 Acres, Red Oak, Aspen.

SALE NOTE: Within Payment Units 1, 2, & 5, harvesting is only allowed from November 1 to March 31. This is to promote forest regeneration - Spec 5.2.3.11

Within Payment Unit 3, no cutting is allowed from April 15 to July 15 due to Oak Wilt Concerns - Spec. 5.2.3.4

The Purchaser is required to haul and spread approximately 400 yards of pit run material along the Hemmings Lake Road - Spec. 4.1.8

Payment Unit 5 consists of 41 small clearcuts that vary in size from .2 acres to 1 acre. A haul road has been identified on the Timber Sale Map. This will be the only road allowed into the Payment Unit. Skid trails will only be allowed off of this haul road - Spec. 4.1.12

For completion of the sale all state forest roads must be graded, this includes the Hemmings Lake Road - Spec. 4.2.4

Frog Strangler Softwood (32-034-18) / T46N, R26W, SEC. 35, N1/2SE.

Marquette County, Advertised Price \$19,493.80, 27.2 Acres, Spruce/Fir/Tamarack, Paper Birch.

SALE NOTE: Permission for access across private land is the responsibility of the Purchaser. See spec 4.4.1.

Within Payment Unit 1, cutting, skidding, and hauling are limited to the period of December 1 to March 31. See spec 5.2.3.1.

Access from the West is difficult through state land due to rugged and rocky ground conditions.

Access may be through private land.

## 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 April 22, 2019. For further information concerning this sale, contact Tom Seablom at 906-346-9201.

## 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

#### The Escanaba Flopper (32-015-18)

T46N, R27W, SEC. 25; T46N, R27W, SEC. 26; T46N, R27W, SEC. 35; T46N, R27W, SEC. 36.

Marquette County (Advertised Price \$42,782.40)

SALE NOTE: Road work is required for this sale. See spec 4.1.8 for additional details.

Within Payment Units 1 and 2, cutting and skidding are limited to the period of November 1 to April 30. See spec 5.2.3.1 for additional details.

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	<b>ESTIMATED UNITS*</b>		ERTISED PRICE
Sawtimber				
Red Pine	0.70	MBF	\$	132.00 / MBF
Pulpwood				
Jack Pine	212.00	Cords	\$	41.45 / Cord
Mixed Aspen	603.00	Cords	\$	36.00 / Cord
Paper Birch	12.00	Cords	\$	20.60 / Cord
Red Maple	18.00	Cords	\$	19.30 / Cord
Red Pine	200.00	Cords	\$	58.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.39 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$2,139.00 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	33.3%
02	32.5%
03	34.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 08/31/2022.

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

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PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Pulpwood	34.0	Cords	36.2	\$14,252.80
	Mixed Aspen		344.0	Cords		
	B. T. Aspen		182.0	Cords		
	Quaking Aspen		162.0	Cords		
	Paper Birch		12.0	Cords		
	Red Maple		11.0	Cords		
2	Jack Pine	Pulpwood	107.0	Cords	29.9	\$13,894.25
	Mixed Aspen		259.0	Cords		
	B. T. Aspen		226.0	Cords		
	Quaking Aspen		33.0	Cords		
	Red Maple		7.0	Cords		
3	Red Pine	Sawtimber	0.7	MBF	67.7	\$14,635.35
	Jack Pine	Pulpwood	71.0	Cords		
	Red Pine		200.0	Cords		
		TOTAL:	0.7	MBF		
		TOTAL:	1,045.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: The Escanaba Flopper Sale Number: 32-015-18 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. 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) 1 and 2, cut all trees that are two (2) inches or more at DBH, except do not cut oak, black cherry, red pine, and white pine.

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

Within Payment Unit(s) 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

## 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit 2 shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations.

## 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible within Payment Unit 3 unless approved by the Unit Manager or his/her representative.

## 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.

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

## 4.1.3 - 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. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. 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: 50 yards of mine rock must be placed on hills for stabilization. In addition, pit run may be needed to fill holes. This work will be completed before sale operations begin.

#### 4.2 - Maintenance

## 4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: 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 bull dozer 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 to determine landing and road locations. The sale administrator 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) 1 and 2, unless changed by written agreement, cutting and skidding are limited to the period of November 1 to April 30. This restriction is to promote successful aspen regeneration.

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

Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

## 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.

#### 5.4 - Soil Protection

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

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

## 5.4.2 - Skid trails (2/04)

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

## 5.8 - 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 Hawkins Pond 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.

#### 7 - Other Conditions

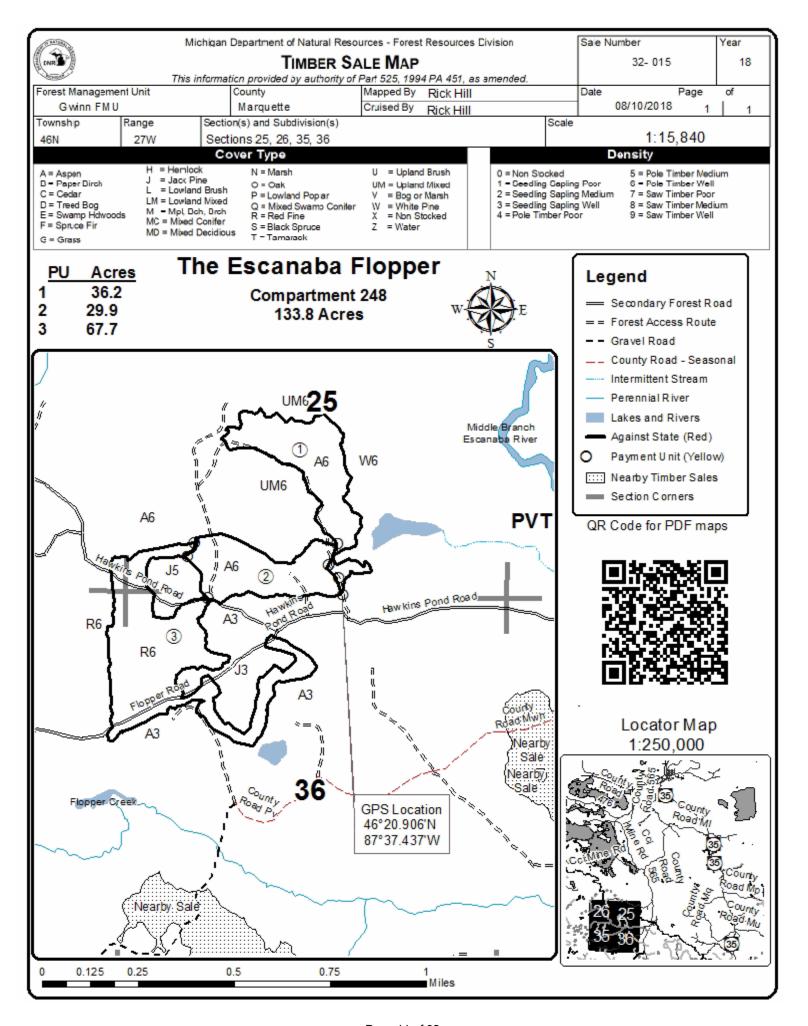
## 7.3 - Contract Modifications

## 7.3.1 - Emerald Ash Borer

## 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 3/19/2019 12:57:23PM



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## TIMBER SALE INFORMATION

## Yard Sale Yeti (32-033-18)

T45N, R27W, SEC. 1; T45N, R27W, SEC. 2; T45N, R27W, SEC. 3; T46N, R27W, SEC. 35; T46N, R27W, SEC. 36.

Marquette County (Advertised Price \$152,545.25)

SALE NOTE: Within Payment Units 1, 2, & 5, harvesting is only allowed from November 1 to March 31. This is to promote forest regeneration - Spec 5.2.3.11

Within Payment Unit 3, no cutting is allowed from April 15 to July 15 due to Oak Wilt Concerns - Spec. 5.2.3.4

The Purchaser is required to haul and spread approximately 400 yards of pit run material along the Hemmings Lake Road - Spec. 4.1.8

Payment Unit 5 consists of 41 small clearcuts that vary in size from .2 acres to 1 acre. A haul road has been identified on the Timber Sale Map. This will be the only road allowed into the Payment Unit. Skid trails will only be allowed off of this haul road - Spec. 4.1.12

For completion of the sale all state forest roads must be graded, this includes the Hemmings Lake Road - Spec. 4.2.4

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

PRODUCTS & SPECIES	<u>ESTIMATE</u>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Red Oak	209.20	MBF	\$	180.00 / MBF
Red Pine	9.70	MBF	\$	132.00 / MBF
Pulpwood				
Jack Pine	77.00	Cords	\$	41.45 / Cord
Mixed Aspen	874.00	Cords	\$	36.00 / Cord
Paper Birch	67.00	Cords	\$	20.60 / Cord
Red Maple	133.00	Cords	\$	19.30 / Cord
Red Oak	1,714.00	Cords	\$	29.65 / Cord
Red Pine	417.00	Cords	\$	58.00 / 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 \$7,627.00 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	36.2%
02	33.9%
03	10.6%
04	8.4%
05	10.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 08/31/2023.

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

	LAABUET OBS::S		-			
PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	70.3	MBF	51.5	\$55,164.95
	Mixed Aspen	Pulpwood	669.0	Cords		
	B. T. Aspen		669.0	Cords		
	Paper Birch		39.0	Cords		
	Red Maple		39.0	Cords		
	Red Oak		569.0	Cords		
2	Red Oak	Sawtimber	108.4	MBF	62.7	\$51,765.80
	Mixed Aspen	Pulpwood	192.0	Cords		
	B. T. Aspen		192.0	Cords		
	Paper Birch		25.0	Cords		
	Red Maple		85.0	Cords		
	Red Oak		782.0	Cords		
3	Red Pine	Sawtimber	5.2	MBF	42.8	\$16,185.50
	Jack Pine	Pulpwood	68.0	Cords		
	Mixed Aspen		8.0	Cords		
	Quaking Aspen		8.0	Cords		
	Red Maple		5.0	Cords		
	Red Pine		212.0	Cords		
4	Red Pine	Sawtimber	4.5	MBF	43.0	\$12,857.05
	Jack Pine	Pulpwood	9.0	Cords		
	Red Pine		205.0	Cords		
5	Red Oak	Sawtimber	30.5	MBF	20.9	\$16,571.95
	Mixed Aspen	Pulpwood	5.0	Cords		
	B. T. Aspen		5.0	Cords		
	Paper Birch		3.0	Cords		
	Red Maple		4.0	Cords		
	Red Oak		363.0	Cords		
		TOTAL:	218.9	MBF		
		TOTAL:	3,282.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Yard Sale Yeti Sale Number: 32-033-18 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

### 1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and green paint. Exterior sale boundary lines against state are marked with red paint. Payment Unit boundaries are marked with green paint. Green painted trees designating the Payment Unit Boundary are not Included Timber and are to be protected. Note: If a single oak tree is marked in green and is part of a clump of oak, the entire oak clump is to be left.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 5, cut all trees that are two (2) inches or more at DBH, except do not cut white pine and red pine. Note that Payment Unit 5 consists of 41 clearcuts that vary in sizes from .2 acres to 1 acre. No trees outside of these clearcuts are to be harvested.

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

Within Payment Unit(s) 3 & 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within Payment Unit 3, cut all jack pine.

## 2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 1 & 2, all trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting, except do not cut white pine, red pine, or trees marked with yellow paint above and below stump height. In addition, cut all red maple trees that are two (2) inches or more at DBH.

## 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 the sale area. 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) 1 & 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

## 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (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.

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

## 4.1.3 - 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 stockpiled and used for road closure purposes.

## 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. Note: the Purchaser is required to meet with the sale administrator onsite before road building and landing locations are constructed. This applies to Payment Units 1, 2, & 5.

## 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 berms, stumps, tops, rocks, and slash to be placed in specific locations. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. 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 and materials are to be provided by the Purchaser: The Purchaser is required to haul and spread approximately 400 yards of pit run material and place it along the Hemmings Lake Road. When complete, the road must be shaped (crowned) to allow water to drain off of the road surface. The sale administrator will specify where to place this material.

## 4.1.12 - No new roads (1/12)

No new roads will be permitted within Payment Unit 5, however a haul road can be constructed and is identified on the Timber Sale Map. This will be the only road permitted within Payment Unit 5. Skid trails will only be allowed off of this haul road. Contact the sale administrator for the location prior to construction.

## 4.2 - Maintenance

## 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the sale administrator. The restriction may occur during spring breakup or wet weather conditions.

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

The following road maintenance may be needed: 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.

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

For completion of the sale, state forest roads must be graded. This includes the Hemmings Lake Road (from the sale area out to County Road 565). In general, this will require a road grader or bull dozer 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 sale administrator 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

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

Within Payment Unit(s) 1, 2, 3, and 5, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

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

To promote forest regeneration within Payment Units 1, 2, & 5, harvesting is only allowed from November 1 to March 31. Skidding within these Payment Units must be completed before sprouting occurs so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The sale administrator may cease such operations if sprouting occurs before the operation is complete.

## 5.2.20 - Equipment width (2/04)

Equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees. This specification applies to Payment Units 3 & 4.

## 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.

## 5.4 - Soil Protection

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

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

## 5.4.2 - Skid trails (2/04)

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

## 5.8 - 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 haul roads 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.

#### 7 - Other Conditions

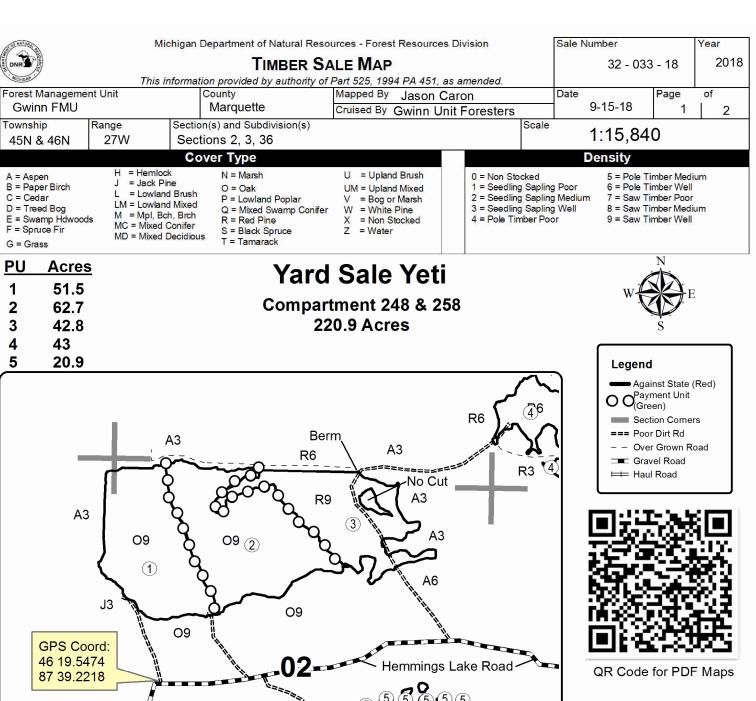
## 7.3 - Contract Modifications

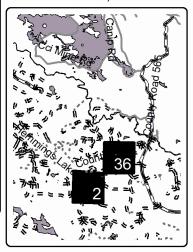
## 7.3.1 - Emerald Ash Borer

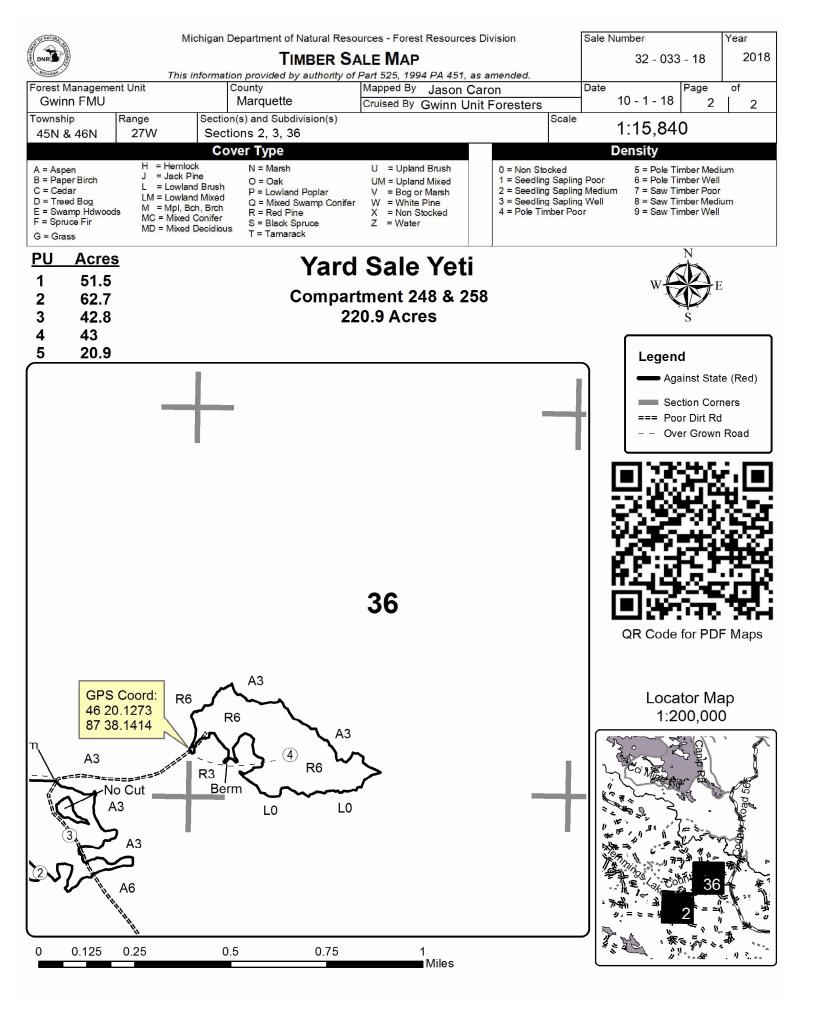
## 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 3/19/2019 2:04:18PM







## TIMBER SALE INFORMATION

# Frog Strangler Softwood (32-034-18) T46N, R26W, SEC. 35. Marquette County (Advertised Price \$19,493.80)

SALE NOTE: Permission for access across private land is the responsibility of the Purchaser. See spec 4.4.1.

Within Payment Unit 1, cutting, skidding, and hauling are limited to the period of December 1 to March 31. See spec 5.2.3.1.

Access from the West is difficult through state land due to rugged and rocky ground conditions.

Access may be through private land.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADVE</u>	ADVERTISED PRICE	
Pulpwood					
Black Spruce	600.00	Cords	\$	27.10 / Cord	
Paper Birch	3.00	Cords	\$	20.60 / Cord	
Tamarack	122.00	Cords	\$	26.00 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 23.97 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

## **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$975.00 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 remainder is due before cutting begins.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

01

PERCENT OF TOTAL SALE VALUE

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 08/31/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Spruce	Pulpwood	600.0	Cords	27.2	\$19,493.80
	Paper Birch		3.0	Cords		
	Tamarack		122.0	Cords		
		TOTAL:	725.0	Cords		

## Sale Specific Conditions & Requirements

Sale Name: Frog Strangler Softwood Sale Number: 32-034-18 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

### 1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH, except do not cut white pine, red pine, yellow birch & cedar. All spruce stems must be cut or laid flat on the ground due to forest health concerns (dwarf mistletoe).

## 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. 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

## 4.1.3 - 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 stockpiled and used for road closure.

#### 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 berms, tops, rocks, slash, and stumps to be placed in specific locations. Contact the sale administrator for specific details of design and placement.

## 42 - Maintenance

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

The following road maintenance may be needed: 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 bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

## 4.4 - Access

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

Permission for access across private land is the responsibility of the Purchaser.

## 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 sale administrator 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) 1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 31. This restriction is due to wet ground conditions.

## 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.

## 5.4 - Soil Protection

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

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

## 5.4.2 - Skid trails (2/04)

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

## 5.8 - 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 the haul road prior to beginning operations. The road must be posted 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.

## 7 - Other Conditions

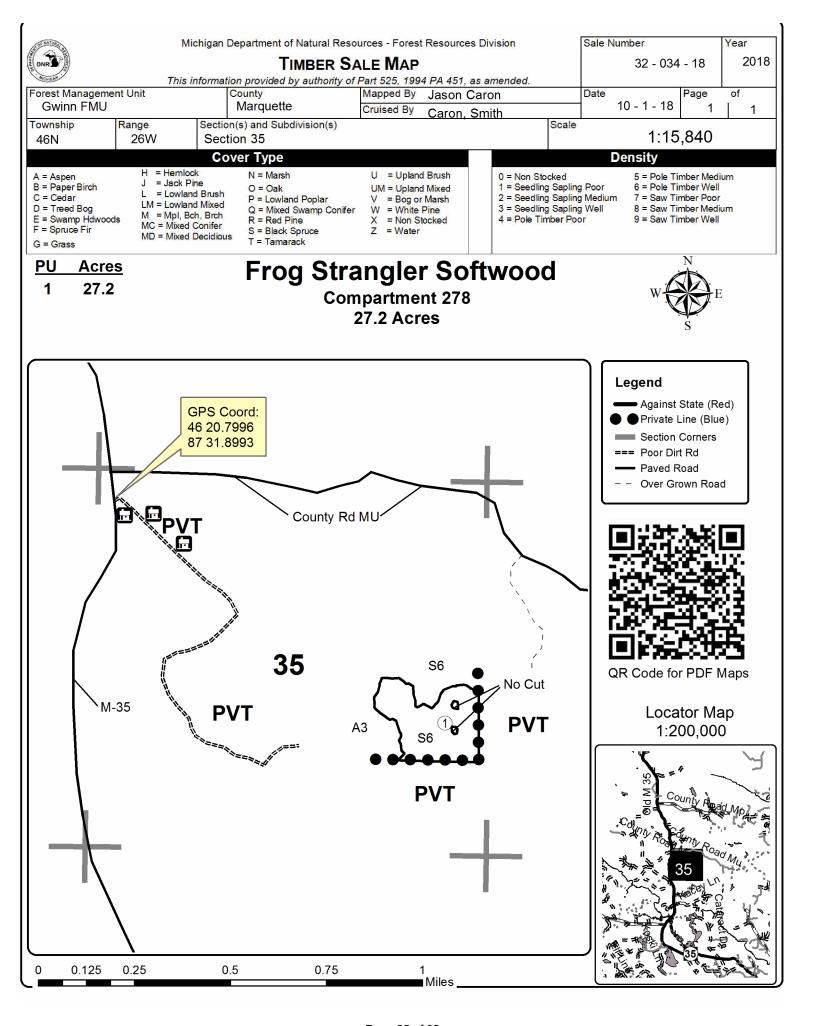
#### 7.3 - Contract Modifications

#### 7.3.1 - Emerald Ash Borer

## 7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 3/19/2019 2:43:55PM



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EEDEDAI ID:

## BID FORM

GWINN MANAGEMENT UNIT

GWINN OFFICE

## The Escanaba Flopper (32-015-18)

T46N, R27W, SEC. 25; T46N, R27W, SEC. 26; T46N, R27W, SEC. 35; T46N,

In response to the notice of sale to be held 1:00 p.m. (local time) on April 22, 2019, 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 VOL	<u>UME*</u> <u>A</u>	DVERTISED PRICE	BID PRICE/UNIT
Sawtimber				
Red Pine	0.70 MB	F \$	132.00/MBF	\$
Pulpwood				
Jack Pine	212.00 Cor	ds \$	41.45/Cord	\$
Mixed Aspen	603.00 Cor	ds \$	36.00/Cord	\$
Paper Birch	12.00 Cor	ds \$	20.60/Cord	\$
Red Maple	18.00 Cor	ds \$	19.30/Cord	\$
Red Pine	200.00 Cor	ds \$	58.00/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 17.39 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	LDEIVAL ID		AL OLOGICITI NOMBLIC	<sup>-</sup>	
	Company or individual bidding:			<u></u>	
	Company representative's name:			<u></u>	
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PER	SONALIZED LABE	L FROM YOUR PROSPEC	TUS IN THE ABOVE BOX.	
Individual	l or company representative's signa	ature:		Date:	
Phone nu	ımber :		Email (optional):		

OF SOCIAL SECUDITY NUMBER.

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 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as	, ,			
VE	RIFICATION OF WORKER'S DISABILIT	Y COMPENSATION	ON 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 of	except for written s	signatures.		
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the t	boxes below):		
2.	Worker's Compensation Laws.  B.  I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337,	orship and it has no bligation to the Wor Il provide a copy of t please call the Work	employees but the sole proprietor. I am not subject to the rker's Compensation Act through the use of an approved Notice of the Notice of Exclusion within 21 days of the contract award. (For ker's Compensation Bureau at 517-322-1195).		
3.	If you have checked item 2(A) or 2(B), than yourself, including family members		e the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").		
	Full-time En	nployees	Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Security No.		
Addı	ress		Telephone ( )		
City		State	ZIP		
	ereby certify that the above information is actors affecting my coverage during any c		I agree to notify the Michigan DNR of any changes that occur future operations.		

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

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

Date

## BID FORM

GWINN MANAGEMENT UNIT

GWINN OFFICE

## Yard Sale Yeti (32-033-18)

T45N, R27W, SEC. 1; T45N, R27W, SEC. 2; T45N, R27W, SEC. 3; T46N, R27W,

In response to the notice of sale to be held 1:00 p.m. (local time) on April 22, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UN	<u> 117</u>
Sawtimber						
Red Oak	209.20	MBF	\$	180.00/MBF	\$	
Red Pine	9.70	MBF	\$	132.00/MBF	\$	
Pulpwood						
Jack Pine	77.00	Cords	\$	41.45/Cord	\$	
Mixed Aspen	874.00	Cords	\$	36.00/Cord	\$	
Paper Birch	67.00	Cords	\$	20.60/Cord	\$	
Red Maple	133.00	Cords	\$	19.30/Cord	\$	
Red Oak	1,714.00	Cords	\$	29.65/Cord	\$	
Red Pine	417.00	Cords	\$	58.00/Cord	\$	

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 SEC	CURITY NUMBER:		
	Company or individual bidding:			<u></u>	
	Company representative's name:			<u></u>	
	Address:				
	City:	_ State:	Zip:		
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	ndividual or company representative's signature: Date:				
Phone nu	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

<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.



#### 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

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.			
VE	ERIFICATION OF WORKER'S DISABILITY COMPENSAT	TION 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 twenty-one (21) days of the contract award and prior to the	f Exclusion or Certificate of Insurance must be submitted within issuance of the timber sale contract.		
•	All Information must be typed or printed except for written	signatures.		
Ple	Please Check Appropriate Categories:			
1.	My business is organized as (you <b>must</b> check <u>one</u> of the A. □ Sole Proprietorship (individual)     B. □ Partnership     C. □ Corporation	e boxes below):		
2.	Exclusion (BWC-337, Rev. 5/96). I will provide a copy of questions or a copy of the BWC-337, please call the Wo	orker's Compensation Act through the use of an approved Notice of f the Notice of Exclusion within 21 days of the contract award. (For		
3.	. If you have checked item 2(A) or 2(B), you <b>must</b> indicathan yourself, including family members and active partners.			
	Full-time Employees	Part-time Employees		
Nam	ame of Business	Federal ID (or) Social Security No.		
Addı	ddress	Telephone ( )		
City	ty State	ZIP		
	hereby certify that the above information is true and correct. factors affecting my coverage during any of my present and	I agree to notify the Michigan DNR of any changes that occur d future operations.		

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

Date

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

## **BID FORM**

GWINN MANAGEMENT UNIT GWINN OFFICE

## Frog Strangler Softwood (32-034-18) T46N, R26W, SEC. 35; Marquette COUNTY

In response to the notice of sale to be held 1:00 p.m. (local time) on April 22, 2019, 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	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE	/UNIT
Pulpwood						
Black Spruce	600.00	Cords	\$	27.10/Cord	\$	
Paper Birch	3.00	Cords	\$	20.60/Cord	\$	
Tamarack	122.00	Cords	\$	26.00/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 23.97 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:				
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
Individual	vidual or company representative's signature: Date:				
Phone nu	hone number : Email (optional):				

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



#### Michigan Department of Natural Resources Forest Resources Division

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

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

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

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

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.			
•	All Information must be typed or printed except for written signatures.			
PΙε	Please Check Appropriate Categories:			
1.	<ol> <li>My business is organized as (you must check one of the box</li> <li>A.  Sole Proprietorship (individual)</li> <li>B.  Partnership</li> <li>Corporation</li> </ol>	es below):		
2.	<ul> <li>A.          I certify my business is a sole proprietorship and it has no em Worker's Compensation Laws.</li> <li>B.          I certify my business has satisfied its o bligation to the Worker</li> </ul>	s Compensation Act through the use of an approved Notice of Notice of Exclusion within 21 days of the contract award. (For a Compensation Bureau at 517-322-1195).  will provide an original Certificate of Insurance within twenty- e number of <b>both</b> full-time and part-time employees, other		
	Full-time Employees	Part-time Employees		
Nan	lame of Business Fe	deral ID (or) Social Security No.		
Add	Address Te	lephone )		
City	City State ZIF			
in f	hereby certify that the above information is true and correct. I agnificators affecting my coverage during any of my present and future.  Signature of Owner or Authorized Representative			
Ī	Title	Date		

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

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