

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #6612**

SCHEDULED SALE DATE AND TIME: 1:00 p.m. (local time) on June 8, 2020. LOCATION: GWINN MGMT UNIT, 410 WEST M 35, GWINN, MI 49841.

PROSPECTUS NOTE: It is recommended that for the duration of the "Stay Home, Stay Safe" executive order that bidders submit their bids through the Online Bidding System (https://www2.dnr.state.mi.us/VMSOnlineBidding/). If you need to register, contact Jake Reid (ReidJ6@michigan.gov, 517-284-5908) or Donovan Asselin (AsselinD@michigan.gov, 517-930-1326). Paper bids will still be accepted during this time, either dropped in the bid box at the bid location or by mailing. If mailing, please allow for additional time.

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.

<u>Horseplay Hardwood</u> (32-023-19) / T47N, R25W, SEC. 36, SESW.

Marguette County, Advertised Price \$1,627.25, 7.3 Acres, Hardwood, Aspen.

SALE NOTE: The Thunder Valley Bridle Trail runs through this sale and requires protection (see spec 5.2.40). The sale requires access to private property (see spec 4.4.1). Operations shall be restricted during the period of April 15 to July 15 to protect against bark slip (see spec 5.2.3.3).

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. Access may be through private land.

Prehistoric Pine (32-024-19) / T47N, R25W, SEC. 26, E1/2SW,SE.

Marquette County, Advertised Price \$38,785.65, 106.1 Acres, Red Pine, White Pine.

SALE NOTE: The Thunder Valley Bridle Trail is present within sale area; see spec 5.2.40 for protection requirements.

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.

Porterfield Puppies (32-026-19) / T45N, R29W, SEC. 21, SWSW, NESE, S1/2SE.

T45N, R29W, SEC. 28, NW,N1/2NE,SW,NWSE.

T45N, R29W, SEC. 29, S1/2NE.

T45N, R29W, SEC. 30, S1/2SE.

Marquette County, Advertised Price \$157,430.65, 276.6 Acres, Aspen, Red Pine.

SALE NOTE: Review specification 4.1.8 regarding Road Work requirements. Review specification 5.2.20 regarding Equipment Width within Payment Units 7 & 8.

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, GWINN OFFICE, 410 WEST M 35, GWINN, MI 49841, no later than 1:00 p.m. (local time) on June 8, 2020. For further information concerning this sale, contact Kristen Matson at 906-346-9201 extension 103.

# 2. Bidder's Qualifications (5/16)

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

# 3. Preparation of Sealed Bids (5/16)

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

# 4. Submission of Sealed Bids (5/16)

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

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

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

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

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

# 6. Award of Contract (1/11)

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

# 7. Down Payment (1/11)

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

# 8. Performance Security (1/11)

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

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

# 9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER
Director

# TIMBER SALE INFORMATION

# Horseplay Hardwood (32-023-19)

T47N, R25W, SEC. 36.

Marquette County (Advertised Price \$1,627.25)

SALE NOTE: The Thunder Valley Bridle Trail runs through this sale and requires protection (see spec 5.2.40). The sale requires access to private property (see spec 4.4.1). Operations shall be restricted during the period of April 15 to July 15 to protect against bark slip (see spec 5.2.3.3).

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. 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>ADV</u>	ERTISED PRICE
Sawtimber				
Black Cherry	1.80	MBF	\$	60.00 / MBF
Red Maple	0.60	MBF	\$	43.00 / MBF
Sugar Maple	1.30	MBF	\$	175.00 / MBF
Pulpwood				
Balsam Fir	1.00	Cords	\$	13.00 / Cord
Mixed Hardwood	87.00	Cords	\$	11.60 / Cord
Quaking Aspen	13.00	Cords	\$	18.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 31.75 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 \$500.00 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

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 08/31/2023.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	1.8	MBF	7.3	\$1,627.25
	Red Maple		0.6	MBF		
	Sugar Maple		1.3	MBF		
	Balsam Fir	Pulpwood	1.0	Cords		
	Mixed Hardwood		87.0	Cords		
	Quaking Aspen		13.0	Cords		
		TOTAL:	3.7	MBF		
		TOTAL:	101.0	Cords		

# Sale Specific Conditions & Requirements

Sale Name: Horseplay Hardwood Sale Number: 32-023-19 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 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. The painted boundary line trees are not Included Timber and are to be protected.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

#### 2.2 - Utilization

# 2.2.4 - Skidding length (2/14)

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

# 3 - Payments

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (7/16)

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

Within the sale area, if more than 20% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$200 per acre for all acreage within that specified portion of the sale area that was damaged.

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

# 4 - Transportation

# 4.1 - Construction

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

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

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

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

# 4.1.6 - Road construction (1/09)

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

Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### 4.2 - 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.

#### 4.4 - Access

# 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR.

#### 5 - Operations

#### 5.1 - Notification

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

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

#### 5.2 - Conduct of Operations

# 5.2.1 - Slash

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

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

# 5.2.2 - Hazard Trees/Snags

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

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

# 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

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

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

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

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

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

# 5.2.40 - Pathway protection (10/10)

The Thunder Valley Bridal Trail is a horse trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with purple or blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in 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.

# 5.4.2 - 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

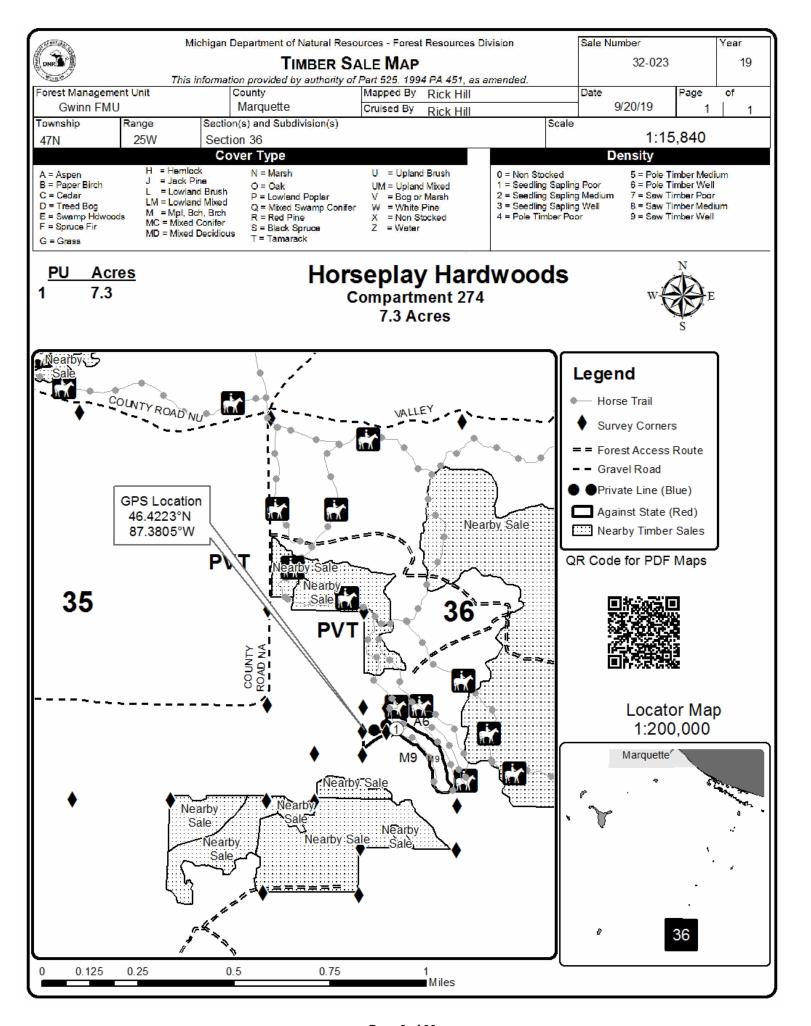
# 6.2.1 - Road posting (9/09)

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

#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on Thunder Valley Bridal Trail 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. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 3/12/2020 11:28:48AM



# TIMBER SALE INFORMATION

# <u>Prehistoric Pine (32-024-19)</u> T47N, R25W, SEC. 26.

Marquette County (Advertised Price \$38,785.65)

SALE NOTE: The Thunder Valley Bridle Trail is present within sale area; see spec 5.2.40 for protection requirements.

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. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Paper Birch	0.70	MBF	\$	79.00 / MBF
Red Maple	1.80	MBF	\$	59.00 / MBF
Red Oak	1.20	MBF	\$	132.00 / MBF
Red Pine	164.60	MBF	\$	93.00 / MBF
White Pine	16.20	MBF	\$	48.00 / MBF
Pulpwood				
Jack Pine	100.00	Cords	\$	31.10 / Cord
Paper Birch	51.00	Cords	\$	9.35 / Cord
Quaking Aspen	129.00	Cords	\$	25.80 / Cord
Red Maple	4.00	Cords	\$	15.95 / Cord
Red Oak	47.00	Cords	\$	22.90 / Cord
Red Pine	268.00	Cords	\$	43.25 / Cord
White Pine	124.00	Cords	\$	22.05 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.55 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 \$1,939.00 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	30.5%
02	53.9%
03	15.6%

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

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

Red Pine         59.9         MBF           White Pine         1.4         MBF           Jack Pine         Pulpwood         9.0         Cords           Paper Birch         8.0         Cords           Quaking Aspen         57.0         Cords           Red Maple         1.0         Cords           Red Pine         72.0         Cords           White Pine         30.0         Cords           Paper Birch         Sawtimber         0.7         MBF         56.4         \$20,906           Paper Birch         92.1         MBF         MBF         56.4         \$20,906           White Pine         7.5         MBF	PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
White Pine	1	Red Maple	Sawtimber	1.8	MBF	38.6	\$11,841.75
Jack Pine   Paper Birch   Quaking Aspen   Red Maple   Red Oak   Red Pine   White Pine   Paper Birch   Quaking Aspen   Red Maple   Red Oak   Red Pine   Red Pine   Paper Birch   Red Pine   Red Pine   Paper Birch   Red Pine   Red Pine   Paper Birch   Red Pine		Red Pine		59.9	MBF		
Paper Birch   Quaking Aspen   Red Maple   Red Oak   Red Pine   White Pine   Pulpwood   Red Maple   Red Oak   Red Pine   White Pine   Red Oak   Red Pine   Red Maple   Red Oak   Red Pine   Red Oak   Red Pine   Red Oak   Red Pine		White Pine		1.4	MBF		
Quaking Aspen   Red Maple   Red Oak   Red Pine   Red Pine   White Pine   Red Maple   Red Oak   Red Pine   Red Maple   Red Oak   Red Pine   Red Oak   Red Pine   Red Oak   Red Pine   Red		Jack Pine	Pulpwood	9.0	Cords		
Red Maple       1.0       Cords         Red Oak       21.0       Cords         Red Pine       72.0       Cords         White Pine       30.0       Cords         2       Paper Birch       Sawtimber       0.7       MBF       56.4       \$20,906         Red Pine       92.1       MBF       MBF       56.4       \$20,906         Red Pine       92.1       MBF       MBF       56.4       \$20,906         White Pine       7.5       MBF       MBF       56.4       \$20,906         Paper Birch       92.1       MBF       MBF       56.4       \$20,906         Paper Birch       24.0       Cords       Cords       Cords       Cords       Cords       Cords       ABF		Paper Birch		8.0	Cords		
Red Oak Red Pine White Pine       21.0       Cords         2       Paper Birch Red Pine White Pine       Sawtimber       0.7       MBF 92.1       56.4       \$20,906         2       Paper Birch Red Pine White Pine       92.1       MBF       56.4       \$20,906         3       MBF 7.5       MBF       56.4       \$20,906         4       Paper Birch Quaking Aspen Red Maple Red Maple Red Oak Red Pine White Pine       72.0       Cords Cords Cords       Cords Cords         3       Red Oak Red Pine White Pine       16.0       Cords         3       Red Oak Paper Birch Red Oak Red Oak Red Oak Red Oak Red Pine White Pine       12.6       MBF MBF       11.1       \$6,037         4       Paper Birch Red Oak Red Pine White Pine       19.0       Cords Cords       Cords       Cords         4       Paper Birch Red Oak Red Pine White Pine       10.0       Cords Cords       Cords       Cords         5       TOTAL:       184.5       MBF       MBF		Quaking Aspen		57.0	Cords		
Red Pine         72.0         Cords           White Pine         30.0         Cords           Paper Birch         Sawtimber         0.7         MBF         56.4         \$20,906           Red Pine         92.1         MBF         56.4         \$20,906           Red Pine         92.1         MBF         56.4         \$20,906           White Pine         7.5         MBF         MBF         MBF           Jack Pine         Pulpwood         54.0         Cords         Cords         Cords           Quaking Aspen         72.0         Cords         Cords         Cords         Cords         Red Maple         3.0         Cords         Cords         Cords         Red Pine         MBF         MBF <td></td> <td>Red Maple</td> <td></td> <td>1.0</td> <td>Cords</td> <td></td> <td></td>		Red Maple		1.0	Cords		
White Pine         30.0         Cords           2         Paper Birch Red Pine White Pine Jack Pine         Sawtimber         0.7         MBF 92.1         56.4         \$20,906           Paper Birch Quak Pine Paper Birch Quaking Aspen Red Maple Red Oak Red Pine White Pine         Pulpwood         54.0         Cords         Cords <t< td=""><td></td><td>Red Oak</td><td></td><td>21.0</td><td>Cords</td><td></td><td></td></t<>		Red Oak		21.0	Cords		
2         Paper Birch Red Pine White Pine Uhite Pine White Pine Paper Birch Quaking Aspen Red Oak Red Pine White Pine Pine Red Pine White Pine Pine Pine Pine Pine Pine Pine Pin		Red Pine		72.0	Cords		
Red Pine   White Pine   Jack Pine   Pulpwood   54.0   Cords   Cords   Paper Birch   Quaking Aspen   Red Maple   Red Oak   Red Pine   White Pine   20.0   Cords   Red Oak   Red Pine   White Pine   Again Pine   Again Pine   Red Pine   Again Pine   Again Pine   Red Pine   Again Pine   Red Pine   Again Pine Pine Pine Pine Pine   Again Pine Pine Pine Pine Pine Pine Pine Pi		White Pine		30.0	Cords		
White Pine Jack Pine Paper Birch Quaking Aspen Red Maple Red Oak Red Pine White Pine         Pulpwood         54.0 Cords 24.0 Cords 72.0 Cords 72.0 Cords 16.0 Cords 16.0 Cords 169.0 Cords 20.0 Cords           3         Red Pine White Pine Jack Pine Paper Birch Red Oak Red Oak Red Pine White Pine         1.2 MBF 11.1 \$6,037           12.6 MBF 7.3 MBF 19.0 Cords Paper Birch Red Oak Red Pine White Pine         19.0 Cords 19.0 Cords 19.0 Cords 10.0 Cor	2	Paper Birch	Sawtimber	0.7	MBF	56.4	\$20,906.50
Jack Pine         Pulpwood         54.0         Cords           Paper Birch         24.0         Cords           Quaking Aspen         72.0         Cords           Red Maple         3.0         Cords           Red Oak         16.0         Cords           Red Pine         20.0         Cords           White Pine         12.6         MBF           Jack Pine         19.0         Cords           Paper Birch         19.0         Cords           Red Oak         10.0         Cords           Red Pine         27.0         Cords           White Pine         74.0         Cords		Red Pine		92.1	MBF		
Paper Birch       24.0       Cords         Quaking Aspen       72.0       Cords         Red Maple       3.0       Cords         Red Oak       16.0       Cords         Red Pine       169.0       Cords         White Pine       20.0       Cords         Red Oak       Sawtimber       1.2       MBF       11.1       \$6,037         Red Pine       7.3       MBF		White Pine		7.5	MBF		
Quaking Aspen       72.0       Cords         Red Maple       3.0       Cords         Red Oak       16.0       Cords         Red Pine       20.0       Cords         White Pine       20.0       Cords         Red Oak       Sawtimber       1.2       MBF         White Pine       7.3       MBF         Jack Pine       Pulpwood       37.0       Cords         Paper Birch       19.0       Cords         Red Oak       10.0       Cords         Red Pine       27.0       Cords         White Pine       74.0       Cords		Jack Pine	Pulpwood	54.0	Cords		
Red Maple       3.0       Cords         Red Oak       16.0       Cords         Red Pine       169.0       Cords         White Pine       20.0       Cords         Red Oak       Sawtimber       1.2       MBF       11.1       \$6,037         Red Pine       12.6       MBF       MBF<		Paper Birch		24.0	Cords		
Red Oak       16.0       Cords         Red Pine       169.0       Cords         White Pine       20.0       Cords         Red Oak       Sawtimber       1.2       MBF       11.1       \$6,037         Red Pine       12.6       MBF		Quaking Aspen		72.0	Cords		
Red Pine         169.0         Cords           White Pine         20.0         Cords           Red Oak         Sawtimber         1.2         MBF         11.1         \$6,037           Red Pine         12.6         MBF		Red Maple		3.0	Cords		
White Pine         20.0         Cords           3         Red Oak Red Pine         Sawtimber         1.2         MBF         11.1         \$6,037           Red Pine White Pine Jack Pine Paper Birch Red Oak Red Pine White Pine         Paper Birch Pulpwood         37.0         Cords		Red Oak		16.0	Cords		
3         Red Oak Red Pine White Pine Jack Pine Paper Birch Red Pine White Pine Jack Pine Paper Birch Red Oak Red Pine White Pine         1.2         MBF		Red Pine		169.0	Cords		
Red Pine White Pine Jack Pine Pulpwood Paper Birch Red Oak Red Pine White Pine TOTAL:  12.6 MBF TOTAL:  12.6		White Pine		20.0	Cords		
White Pine Jack Pine Pulpwood Paper Birch Red Oak Red Pine White Pine  TOTAL:  7.3 MBF Cords 19.0 Cords 19.0 Cords 10.0 Cords Cords TOTAL:  7.3 MBF  7.3 MBF  7.4 MBF	3	Red Oak	Sawtimber	1.2	MBF	11.1	\$6,037.40
Jack Pine         Pulpwood         37.0         Cords           Paper Birch         19.0         Cords           Red Oak         10.0         Cords           Red Pine         27.0         Cords           White Pine         74.0         Cords   TOTAL: 184.5 MBF		Red Pine		12.6	MBF		
Paper Birch         19.0         Cords           Red Oak         10.0         Cords           Red Pine         27.0         Cords           White Pine         74.0         Cords   TOTAL: 184.5 MBF		White Pine		7.3	MBF		
Red Oak         10.0         Cords           Red Pine         27.0         Cords           White Pine         74.0         Cords   TOTAL: 184.5 MBF		Jack Pine	Pulpwood	37.0	Cords		
Red Pine         27.0 Cords           White Pine         74.0 Cords           TOTAL:         184.5 MBF		Paper Birch		19.0	Cords		
White Pine 74.0 Cords TOTAL: 184.5 MBF		Red Oak		10.0	Cords		
TOTAL: 184.5 MBF		Red Pine		27.0	Cords		
		White Pine		74.0	Cords		
TOTAL: 723.0 Cords			TOTAL:	184.5	MBF		
			TOTAL:	723.0	Cords		

# Sale Specific Conditions & Requirements

Sale Name: Prehistoric Pine Sale Number: 32-024-19 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 blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected.

# 2 - Timber Specifications

# 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, and 3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also cut all jack pine and aspen.

# 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area 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 scarification.

# 2.2.4 - Skidding length (2/14)

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

#### 3 - Payments

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (7/16)

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

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

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

#### 4 - Transportation

# 4.1 - Construction

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

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

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

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

# 4.1.6 - Road construction (1/09)

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

# 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

#### 4.2 - 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. The Unit Manager or his/her representative must be contacted at least 3 business days in advance to schedule the conference.

# 5.2 - Conduct of Operations

# 5.2.1 - Slash

# 5.2.1.11 - Slash for reforestation (5/07)

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

# 5.2.2 - Hazard Trees/Snags

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

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

# 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 2, 3, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

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

# 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of County Road Nu without permission of the Unit Manager or his/her representative.

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

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

# 5.2.40 - Pathway protection (10/10)

The Thunder Valley Bridle Trail is a horse trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in 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.

# 5.4.2 - 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

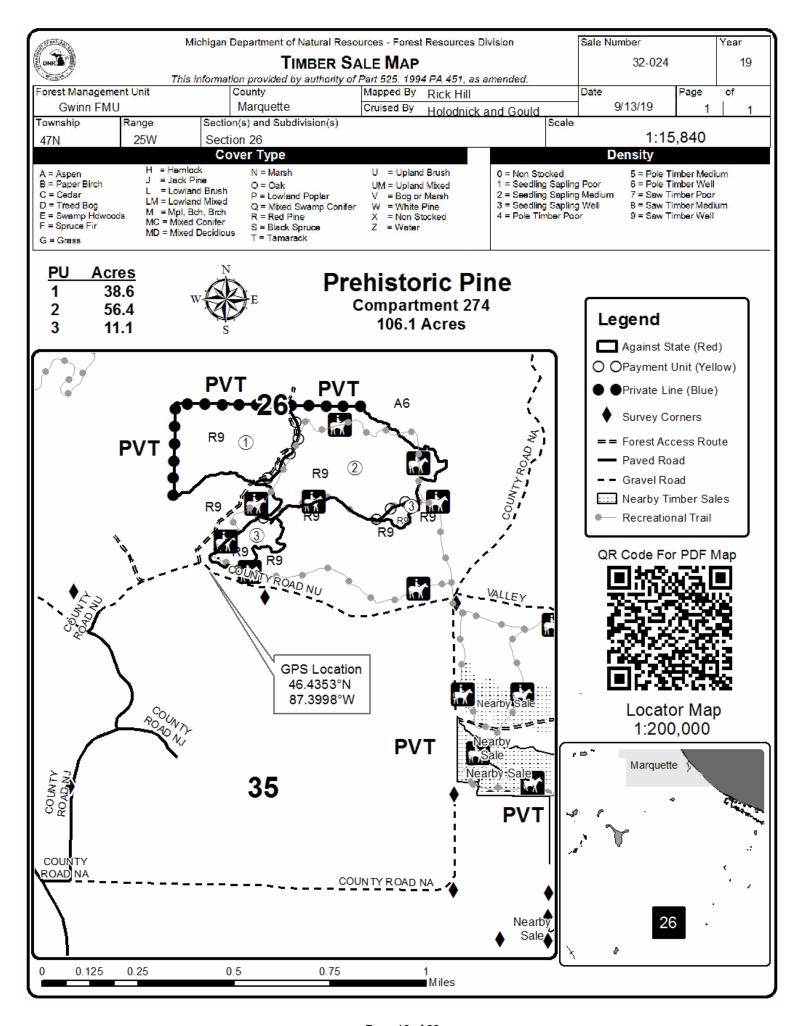
# 6.2.1 - Road posting (9/09)

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

# 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on Thunder Valley Bridle Trail 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. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 3/12/2020 10:54:51AM



# TIMBER SALE INFORMATION

# Porterfield Puppies (32-026-19)

T45N, R29W, SEC. 21; T45N, R29W, SEC. 28; T45N, R29W, SEC. 29; T45N, R29W, SEC. 30.

Marquette County (Advertised Price \$157,430.65)

SALE NOTE: Review specification 4.1.8 regarding Road Work requirements.

Review specification 5.2.20 regarding Equipment Width within Payment Units 7 & 8.

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. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber					
Red Pine	230.70	MBF	\$	93.00 / MBF	
Pulpwood					
Balsam Fir	118.00	Cords	\$	17.85 / Cord	
Jack Pine	127.00	Cords	\$	31.10 / Cord	
Mixed Aspen	3,930.00	Cords	\$	25.80 / Cord	
Mixed Hardwood	259.00	Cords	\$	15.95 / Cord	
Mixed Spruce	178.00	Cords	\$	20.50 / Cord	
Paper Birch	190.00	Cords	\$	9.35 / Cord	
Red Pine	408.00	Cords	\$	43.25 / Cord	
White Pine	60.00	Cords	\$	22.05 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.55 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 \$7,872.00 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	9.7%
02	11.9%
03	19.8%
04	24.8%
05	28.0%
06	4.2%
07	1.2%
08	0.4%

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

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	10.2	MBF	42.3	\$15,282.05
	Balsam Fir	Pulpwood	10.0	Cords		
	Jack Pine		4.0	Cords		
	Mixed Aspen		474.0	Cords		
	Mixed Hardwood		39.0	Cords		
	Mixed Spruce		24.0	Cords		
	Paper Birch		18.0	Cords		
	Red Pine		12.0	Cords		
2	Red Pine	Sawtimber	11.9	MBF	36.3	\$18,705.30
	Balsam Fir	Pulpwood	10.0	Cords		
	Jack Pine		6.0	Cords		
	Mixed Aspen		604.0	Cords		
	Mixed Hardwood		21.0	Cords		
	Mixed Spruce		4.0	Cords		
	Paper Birch		13.0	Cords		
	Red Pine		15.0	Cords		
	White Pine		21.0	Cords		
3	Red Pine	Sawtimber	35.4	MBF	59.6	\$31,155.55
	Balsam Fir	Pulpwood	31.0	Cords		
	Mixed Aspen		844.0	Cords		
	Mixed Hardwood		26.0	Cords		
	Mixed Spruce		87.0	Cords		
	Paper Birch		19.0	Cords		
	Red Pine		71.0	Cords		
	White Pine		4.0	Cords		
4	Red Pine	Sawtimber	49.6	MBF	68.8	\$39,088.45
	Balsam Fir	Pulpwood	51.0	Cords		
	Mixed Aspen		1,198.0	Cords		
	Mixed Hardwood		16.0	Cords		
	Mixed Spruce		14.0	Cords		
	Paper Birch		24.0	Cords		
	Red Pine		33.0	Cords		
	White Pine		21.0	Cords		
5	Red Pine	Sawtimber	109.4	MBF	52.1	\$44,131.80
	Balsam Fir	Pulpwood	16.0	Cords		
	Jack Pine		75.0	Cords		
	Mixed Aspen		716.0	Cords		
	Mixed Hardwood		135.0	Cords		
	Mixed Spruce		47.0	Cords		
	Paper Birch		80.0	Cords		
	Red Pine		201.0	Cords		
	White Pine		14.0	Cords		
6	Red Pine	Sawtimber	14.2	MBF	14.6	\$6,645.50
	Jack Pine	Pulpwood	42.0	Cords		
	Mixed Aspen		94.0	Cords		
	Mixed Hardwood		22.0	Cords		
	Mixed Spruce		2.0	Cords		
	Paper Birch		36.0	Cords		
	Red Pine		20.0	Cords		
7	Red Pine	Pulpwood	42.0	Cords	1.8	\$1,816.50
	Red Pine	Pulpwood	14.0	Cords	1.1	\$605.50
8						
8		TOTAL:	230.7	MBF		

# Sale Specific Conditions & Requirements

Sale Name: Porterfield Puppies Sale Number: 32-026-19 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 blue, red, and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Payment Unit boundaries are marked with green paint. Green painted trees designated as 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, cut all trees that are four (4) inches or more at DBH, except do not cut white pine and oak. Also, do not cut red pine greater than 26 inches at DBH.

Within Payment Unit(s) 2-6, cut all trees that are two (2) inches or more at DBH, except do not cut oak and trees marked with yellow paint. In addition, within Payment Units 2, 3, 4, and 6, do not cut either red pine or white pine greater than 26 inches at DBH. Also, within Payment Unit 5, do not cut white pine greater than 16 inches at DBH.

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

Within Payment Unit(s) 7 and 8, 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(s) 2-6, 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.

# 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 7 and 8. 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) 3, 4, and 5 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 (7/16)

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

No damage is acceptable to undesignated live merchantable trees. Within the sale area, if more than 10% 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 the improvement 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, tops, rocks, and earth to be placed at strategic 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: The Purchaser is responsible for hauling and spreading approximately 200 yards of 22A Road Gravel on the Chain of Lakes Road. Contact the sale administrator for the location(s) of where this material is to be placed.

# 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.

# 4.2.4 - 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 the 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.

NOTE: This specification also applies to the Floodwood Road as it is a state forest road.

# 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.

# 5.2.20 - Equipment width (2/04)

Within Payment Unit(s) 7 and 8, equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees.

#### 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.

# 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of the Chain of Lakes Road.

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

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

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

A motorcycle trail exists within Payment Unit 5. Do not damage posts with yellow ORV markers. Trees with yellow ORV markers shall be cut off above the markers and at least 5 feet above ground. 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 centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in 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.

# 5.4.4 - Slope protection (9/19)

Skid trails and roads on slopes shall be water barred with slash and stumps as soon as use is complete to prevent erosion.

## 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 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.

# 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Motorcycle Trail prior to beginning operations. The trail must be posted approximately fifty (50') feet outside of the boundaries of Payment Unit 5 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. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 3/12/2020 10:24:14AM

Gwinn FMU

G = Grass

Forest Management Unit

Michigan Department of Natural Resources - Forest Resources Division

# TIMBER SALE MAP

Sale Number

32 - 026 - 19

2019

2

Year

This information provided by authority of Part 525, 1994 PA 451, as amended.

County Marquette Mapped By Jason Caron Cruised By Caron, Ellis, Gould, PH Date 9/11/19 Page of

Section(s) and Subdivision(s) Township Range 29W Sections 21, 28, & 29 45N

MD = Mixed Decidious

1:15,840

# Cover Type

H = Hemlock A = Aspen = Jack Pine B = Paper Birch = Lowland Brush C = Cedar LM = Lowland Mixed D = Treed Bog M = Mpl, Bch, Brch E = Swamp Hdwoods F = Spruce Fir

N = Marsh O = Oak P = Lowland Poplar R = Red Pine MC = Mixed Conifer

S = Black Spruce

T = Tamarack

U = Upland Brush UM = Upland Mixed = Bog or Marsh Q = Mixed Swamp Conifer = White Pine = Non Stocked

= Water

Density 5 = Pole Timber Medium 0 = Non Stocked 6 = Pole Timber Well 1 = Seedling Sapling Poor

2 = Seedling Sapling Medium 3 = Seedling Sapling Well

7 = Saw Timber Poor 8 = Saw Timber Medium

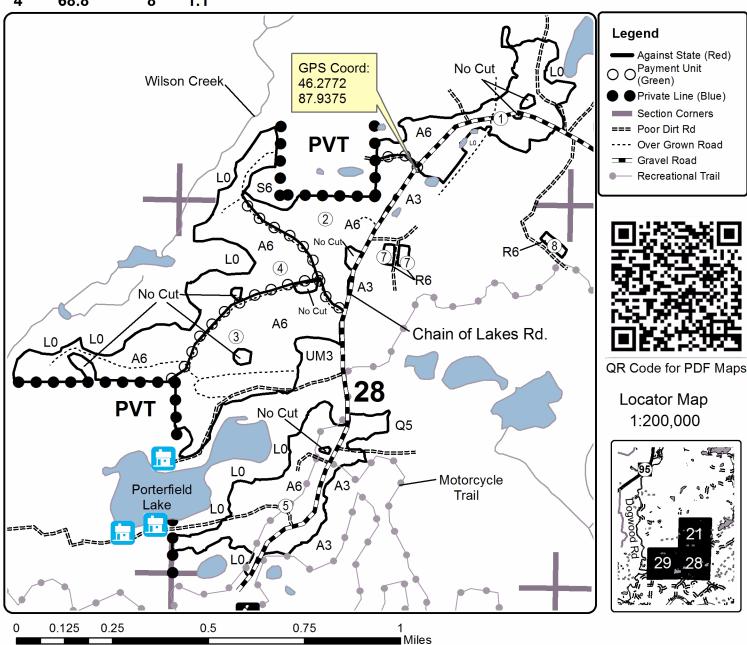
4 = Pole Timber Poor 9 = Saw Timber Well

PU	Acres	PU	Acres
1	42.3	5	52.1
2	36.3	6	14.6
3	59.6	7	1.8
4	68.8	8	1.1

# **Porterfield Puppies**

**Compartment 244 276.6 Acres** 



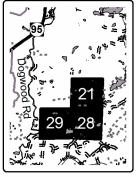


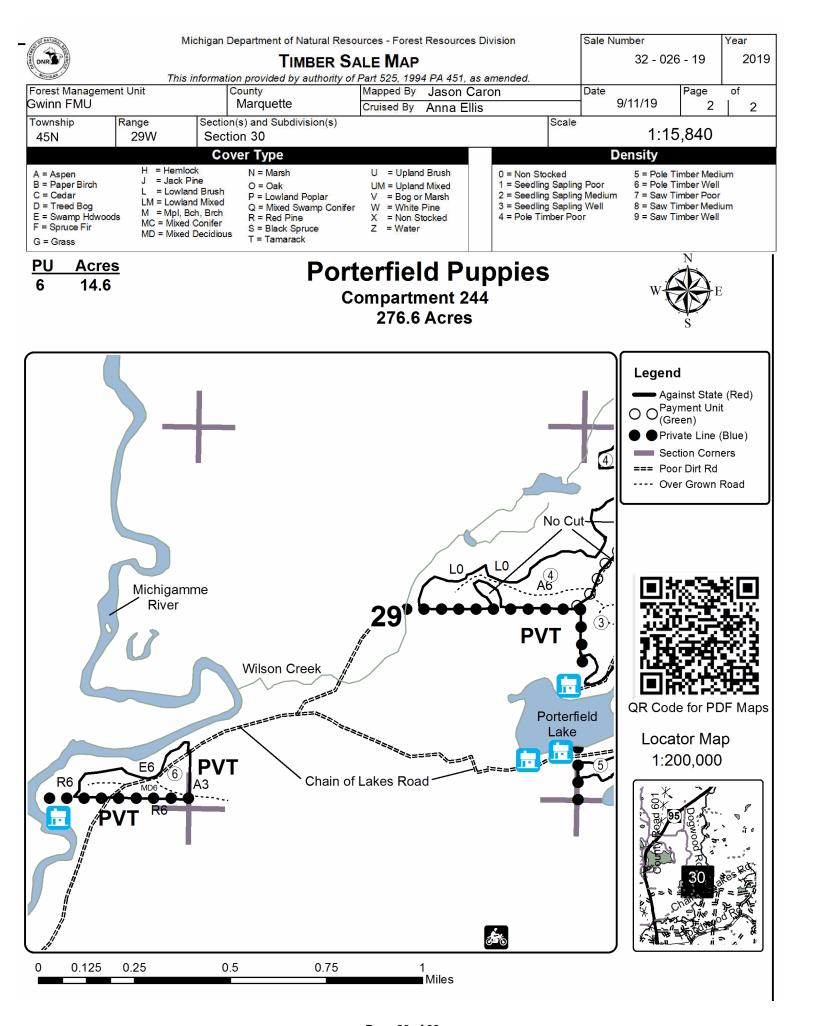
- Against State (Red)

- Recreational Trail



1:200,000





Page 24 of 30
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# BID FORM

GWINN MANAGEMENT UNIT

GWINN OFFICE

# Horseplay Hardwood (32-023-19) T47N, R25W, SEC. 36; Marquette COUNTY

In response to the notice of sale to be held 1:00 p.m. (local time) on June 8, 2020, 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>	ESTIMATED VOLUME*		VERTISED PRICE	BID PRICE/L	<u>JNIT</u>
Sawtimber Black Cherry	1.80	MBF	\$	60.00/MBF	\$	
Red Maple	0.60	MBF	\$	43.00/MBF	\$ \$	-
Sugar Maple	1.30	MBF	\$	175.00/MBF	\$	_
Pulpwood						
Balsam Fir	1.00	Cords	\$	13.00/Cord	\$	
Mixed Hardwood	87.00	Cords	\$	11.60/Cord	\$	
Quaking Aspen	13.00	Cords	\$	18.75/Cord	\$	_

\*The volumes are statistically estimated within plus (+) or minus (-) 31.75 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:				i		
	Company representative's name:				ı		
	Address:				ı		
	City:	State:	Zip:		1		
IF AVAILA	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individua	ual or company representative's signature: Date:						
Phone ni	Phone number · Fmail (ontional)·						

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:				
r orest management omt.				

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

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.

•	All Information must be typed or printed except for written signatures.						
Ple	Please Check Appropriate Categories:	Please Check Appropriate Categories:					
1.	<ol> <li>My business is organized as (you must check one of the boxes below A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ol>	v):					
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.</li></ul>						
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number than yourself, including family members and active partners (if none, your full-time Employees						
Nam	Name of Business Federal ID (o	r) Social Security No.					
Addı	Address Telephone ( )						
City	City State ZIP						
in fa _	I hereby certify that the above information is true and correct. I agree to n in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative						
T	Title	Date					

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

FEDERAL ID:

# BID FORM

GWINN MANAGEMENT UNIT

GWINN OFFICE

# Prehistoric Pine (32-024-19) T47N, R25W, SEC. 26; Marquette COUNTY

In response to the notice of sale to be held 1:00 p.m. (local time) on June 8, 2020, 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
Sawtimber					
Paper Birch	0.70	MBF	\$	79.00/MBF	\$
Red Maple	1.80	MBF	\$	59.00/MBF	\$
Red Oak	1.20	MBF	\$	132.00/MBF	\$
Red Pine	164.60	MBF	\$	93.00/MBF	\$
White Pine	16.20	MBF	\$	48.00/MBF	\$
Pulpwood					
Jack Pine	100.00	Cords	\$	31.10/Cord	\$
Paper Birch	51.00	Cords	\$	9.35/Cord	\$
Quaking Aspen	129.00	Cords	\$	25.80/Cord	\$
Red Maple	4.00	Cords	\$	15.95/Cord	\$
Red Oak	47.00	Cords	\$	22.90/Cord	\$
Red Pine	268.00	Cords	\$	43.25/Cord	\$
White Pine	124.00	Cords	\$	22.05/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 17.55 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.

	Company or individual bidding:			_			
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
F AVAILA	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual	idual or company representative's signature: Date:						
Phone nu	none number : Email (optional):						

or SOCIAL SECURITY 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 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 mus	All Information must be typed or printed except for written signatures.				
Please Check Appropri	ate Categories:				
<ol> <li>My business is org</li> <li>A. ☐ Sole Proprieto</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ol>	anized as (you <b>must</b> check <u>one</u> of t rship (individual)	the boxes below):			
A. I certify my bu Worker's Com	pensation Laws.	s no employees but the sole proprietor. I am not subject to the  Worker's Compensation Act through the use of an approved Notice of			
Exclusion (BW questions or a C.  I certify my bu	C-337, Rev. 5/96). I will provide a copy copy of the BWC-337, please call the V	y of the Notice of Exclusion within 21 days of the contract award. (For Worker's Compensation Bureau at 517-322-1195). olicy. I will provide an original Certificate of Insurance within twenty-			
		icate the number of <b>both</b> full-time and part-time employees, other rtners (if none, you must enter "0"). Part-time Employees			
Name of Business		Federal ID (or) Social Security No.			
Address		Telephone ( )			
City	State	ZIP			
	overage during any of my present a	ect. I agree to notify the Michigan DNR of any changes that occur and future operations.			
Title		Date			

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

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

# BID FORM

GWINN MANAGEMENT UNIT

GWINN OFFICE

# Porterfield Puppies (32-026-19)

T45N, R29W, SEC. 21; T45N, R29W, SEC. 28; T45N, R29W, SEC. 29; T45N,

In response to the notice of sale to be held 1:00 p.m. (local time) on June 8, 2020, 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.

ESTIMATED	VOLUME*	<u>ADV</u>	ERTISED PRICE	BID PRICE/UNIT
230.70	MBF	\$	93.00/MBF	\$
118.00	Cords	\$	17.85/Cord	\$
127.00	Cords	\$	31.10/Cord	\$
3,930.00	Cords	\$	25.80/Cord	\$
259.00	Cords	\$	15.95/Cord	\$
178.00	Cords	\$	20.50/Cord	\$
190.00	Cords	\$	9.35/Cord	\$
408.00	Cords	\$	43.25/Cord	\$
60.00	Cords	\$	22.05/Cord	\$
	230.70 118.00 127.00 3,930.00 259.00 178.00 190.00 408.00	230.70 MBF  118.00 Cords 127.00 Cords 3,930.00 Cords 259.00 Cords 178.00 Cords 190.00 Cords 408.00 Cords 60.00 Cords	230.70 MBF \$  118.00 Cords \$  127.00 Cords \$  3,930.00 Cords \$  259.00 Cords \$  178.00 Cords \$  190.00 Cords \$  408.00 Cords \$	230.70 MBF \$ 93.00/MBF  118.00 Cords \$ 17.85/Cord 127.00 Cords \$ 31.10/Cord 3,930.00 Cords \$ 25.80/Cord 259.00 Cords \$ 15.95/Cord 178.00 Cords \$ 20.50/Cord 190.00 Cords \$ 9.35/Cord 408.00 Cords \$ 43.25/Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 8.55 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 bidd	ing:				
	Company representative's	name:				
	Address:					
	City:	State:	Zip:			
IF AVAILA	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	dividual 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.

•	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	ase Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u>	of the boxes below):			
	A.  Sole Proprietorship (individual)				
	B.   Partnership				
	C. Corporation				
2. You <b>must</b> check <u>one</u> of the boxes below:					
	A.   I certify my business is a sole proprietorship and it Worker's Compensation Laws.	t has no employees but the sole proprietor. I am not subject to the			
	Exclusion (BWC-337, Rev. 5/96). I will provide a c	the Worker's Compensation Act through the use of an approved Notice of copy of the Notice of Exclusion within 21 days of the contract award. (For the Worker's Compensation Bureau at 517-322-1195).			
	C.  I certify my business has a Worker's Compensation one (21) days of the contract award.	on Policy. I will provide an original Certificate of Insurance within twenty-			
3.	than yourself, including family members and active Full-time Employees	indicate the number of <b>both</b> full-time and part-time employees, other partners (if none, you must enter "0").  Part-time Employees			
lam	ne of Business	Federal ID (or) Social Security No.			
Addr	ress	Telephone			
City	State	ZIP			
n fa _	ereby certify that the above information is true and contactors affecting my coverage during any of my prese signature of Owner or Authorized Representative	orrect. I agree to notify the Michigan DNR of any changes that occurent and future operations.			
T	iitle	Date			

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