

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6210**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on August 16, 2018.

LOCATION: PIGEON RIVER COUNTRY MGMT UNIT, 9966 TWIN LAKES RD, VANDERBILT, MI 49795.

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, PIGEON RIVER COUNTRY MANAGEMENT UNIT, for certain timber on the following described lands:

<u>Ide's Aspen</u> (53-001-18)

Otsego County, Advertised Price \$3,198.90, 8.9 Acres, Aspen, Hardwood.

SALE NOTE: Access to this sale is through private land. The landowner, Ken Ide, has granted permission to use a road on his property, but only during frozen winter conditions.

Access may be through private land.

Ridge Runner Mix (53-004-18)

Otsego County, Advertised Price \$23,396.00, 58.3 Acres, Aspen, Hardwood.

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

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

Bids must be received by the Unit Manager, PIGEON RIVER COUNTRY OFFICE, 9966 TWIN LAKES RD, VANDERBILT, MI 49795, no later than 9:00 a.m. (local time) on August 16, 2018. For further information concerning this sale, contact Scott Whitcomb at 989-983-4101.

#### 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.

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

#### Ide's Aspen (53-001-18)

Otsego County (Advertised Price \$3,198.90)

SALE NOTE: Access to this sale is through private land. The landowner, Ken Ide, has granted permission to use a road on his property, but only during frozen winter 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	<b>ESTIMATE</b>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
B. T. Aspen	8.00	MBF	\$	47.00 / MBF
Red Maple	3.10	MBF	\$	73.00 / MBF
Sugar Maple	0.50	MBF	\$	228.00 / MBF
Pulpwood				
Balsam Fir	2.00	Cords	\$	14.55 / Cord
Mixed Aspen	106.00	Cords	\$	15.55 / Cord
Mixed Hardwood	61.00	Cords	\$	13.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 39.10 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 \$1,000.00 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 06/30/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	8.0	MBF	8.9	\$3,198.90
	Red Maple		3.1	MBF		
	Sugar Maple		0.5	MBF		
	Balsam Fir	Pulpwood	2.0	Cords		
	Mixed Aspen		106.0	Cords		
	B. T. Aspen		103.0	Cords		
	Quaking Aspen		3.0	Cords		
	Mixed Hardwood		61.0	Cords		
	Beech		1.0	Cords		
	Red Maple		44.0	Cords		
	Sugar Maple		16.0	Cords		
		TOTAL:	11.6	MBF		
		TOTAL:	169.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Ide's Aspen Sale Number: 53-001-18 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. The painted boundary line trees are not Included Timber and are to be protected.

#### 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 any basswood, oak, red pine, white pine, or any trees that are marked with green paint.

#### 2.2 - Utilization

#### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

#### 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. No damage is acceptable to 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. In addition, protect all red oak saplings and poletimber, most of which have been marked with green paint.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.8 - Operating period (5/16)

Once cutting begins, operations must continue until all Payment Units are completed.

#### 4 - Transportation

#### 4.1 - Construction

#### 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. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth.

#### 4.2 - Maintenance

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

Hauling may be restricted on the private access road by the private landowner or the Pigeon River Unit Manager or his/her representative. The restriction may occur if excessive damage is being done to the trail road during wet weather conditions.

#### 4.2.5 - Two wheel drive condition (2/04)

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

#### 4.4 - Access

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

Permission for access across private land has been obtained by the DNR. The landowner, Ken Ide, must be contacted before any operations begin.

#### 5 - Operations

#### 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, cutting, skidding, and hauling are limited to the period of January 1 to March 15. This restriction is due to wet conditions along the access road on private property.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.1 - Dead and down creation, marked trees (10/13)

All trees marked with an orange X must be felled and left on site for wildlife. These trees have been taken off the timber tally.

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

The recommended landing area is the U0 type situated in-between the two stands of the Payment Unit. Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

#### 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 25 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.

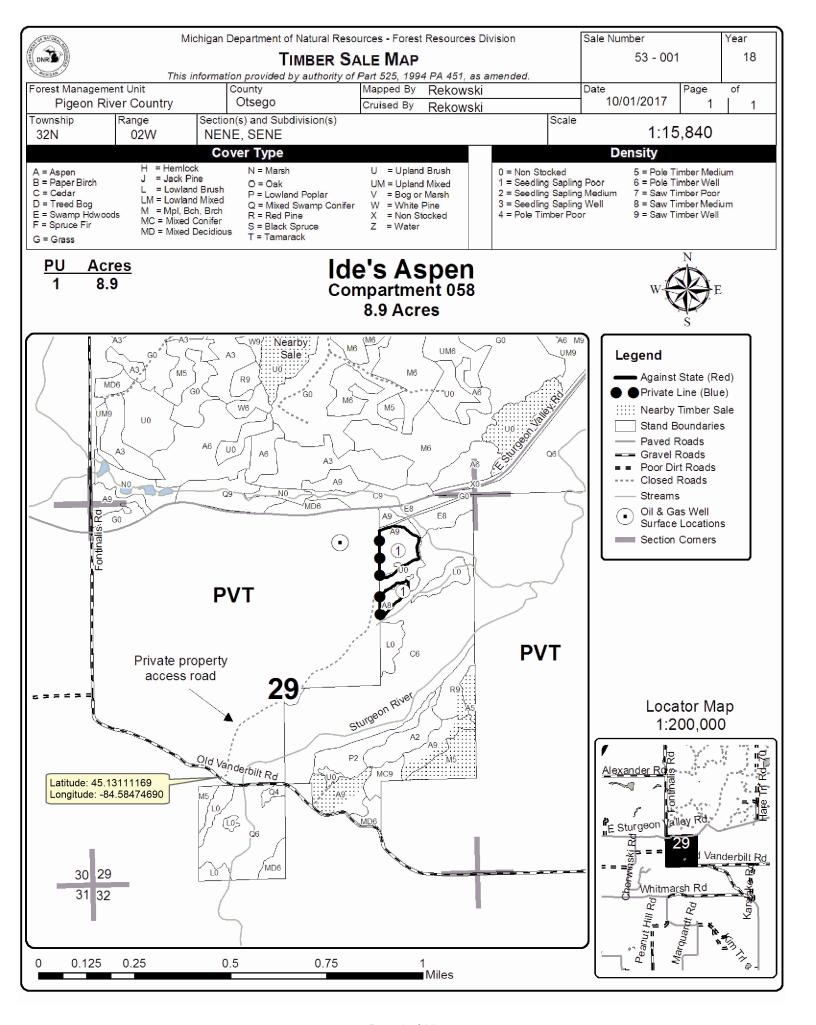
#### 8 - Performance and Settlement

#### 8.3 - Uncompleted or Terminated Contracts

8.3.2 - Completion of contract, other (11/16)

Areas of this sale may be difficult to log. Per General Condition & Requirement 3.5 - Adjustment of Quantity, there will be no adjustment to contract volume, but unharvested timber may not be considered a violation of General Condition & Requirement 8.3 - Uncompleted or Terminated Contract. These areas are found along steep slopes which may be inoperable, located in the northern stand of Payment Unit 1.

Section Name: Sale Specific Current as of 7/18/2018 8:15:01AM



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#### TIMBER SALE INFORMATION

Ridge Runner Mix (53-004-18)

Otsego County (Advertised Price \$23,396.00)

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>ESTIMATED UNITS*</b>		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Mixed Aspen	8.30	MBF	\$	71.00 / MBF
Red Maple	5.60	MBF	\$	109.00 / MBF
Red Oak	4.90	MBF	\$	186.00 / MBF
Sugar Maple	5.40	MBF	\$	342.00 / MBF
Pulpwood				
Balsam Fir	122.00	Cords	\$	21.85 / Cord
Basswood	4.00	Cords	\$	8.55 / Cord
Black Spruce	9.00	Cords	\$	34.40 / Cord
Mixed Aspen	567.00	Cords	\$	23.30 / Cord
Mixed Hardwood	135.00	Cords	\$	19.80 / Cord
Red Oak	10.00	Cords	\$	21.20 / Cord
White Pine	14.00	Cords	\$	23.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 22.06 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 \$1,170.00 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	19.0%
02	41.4%
03	39.6%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	3.0	MBF	21.6	\$4,436.15
	Red Oak		4.9	MBF		
	Sugar Maple		5.4	MBF		
	Basswood	Pulpwood	4.0	Cords		
	Basswood	Sawtimber	1.1	MBF		
	Basswood	Pulpwood	2.0	Cords		
	Mixed Hardwood		45.0	Cords		
	Beech	Sawtimber	0.8	MBF		
	Beech	Pulpwood	5.0	Cords		
	Red Maple		26.0	Cords		
	Sugar Maple		12.0	Cords		
	Red Oak		10.0	Cords		
	White Pine		9.0	Cords		
2	Mixed Aspen	Sawtimber	4.2	MBF	18.5	\$9,698.0
	B. T. Aspen		2.7	MBF		
	Quaking Aspen		1.5	MBF		
	Red Maple		1.1	MBF		
	Balsam Fir	Pulpwood	61.0	Cords		
	Balsam Fir	Sawtimber	1.3	MBF		
	Balsam Fir	Pulpwood	58.0	Cords		
	Black Spruce		9.0	Cords		
	Black Spruce	Sawtimber	1.1	MBF		
	Black Spruce	Pulpwood	7.0	Cords		
	Mixed Aspen		287.0	Cords		
	B. T. Aspen		18.0	Cords		
	Quaking Aspen		269.0	Cords		
	Mixed Hardwood		42.0	Cords		
	Paper Birch		5.0	Cords		
	Red Maple		32.0	Cords		
	Sugar Maple		5.0	Cords		
	White Pine		5.0	Cords		
3	Mixed Aspen	Sawtimber	4.1	MBF	18.2	\$9,261.8
	B. T. Aspen		2.5	MBF		
	Quaking Aspen		1.6	MBF		
	Red Maple		1.5	MBF		
	Balsam Fir	Pulpwood	61.0	Cords		
	Balsam Fir	I .	0.4	MBF		
	Balsam Fir	Pulpwood	60.0	Cords		
	Mixed Aspen		280.0	Cords		
	B. T. Aspen		33.0	Cords		
	Quaking Aspen		247.0	Cords		
	Mixed Hardwood		48.0	Cords		
	Black Cherry		1.0	Cords		
	Red Maple		40.0	Cords		
	I TOU MUDIO			1		
	Sugar Maple		7.0	Cords		
		TOTAL:	7.0 24.2	MBF		

#### Sale Specific Conditions & Requirements

Sale Name: Ridge Runner Mix Sale Number: 53-004-18 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 retention area boundaries are marked with a red X; do not enter retention areas. Interior Payment Unit boundaries are marked with yellow paint. Red and yellow painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH, except do not cut red pine, white pine, elm, basswood, hemlock, white oak, or trees marked with green paint. In addition, cut all white pine under ten (10) inches at DBH, except for those marked with green paint.

Within Payment Unit 3, cut all trees that are two (2) inches or more at DBH, except do not cut red pine, white pine, oak (red and white), birch, hemlock, or trees marked with green paint.

#### 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

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

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 1-3. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to 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.

In addition, extreme care should be taken to avoid damage to oak and birch saplings within Payment Unit(s) 2 and 3. Also, in Payment Unit 1, protect areas of heavy white and red pine regeneration which are most common in the west half of the unit. Within the sale area, if more than 25% of the tree saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$250 per acre for all acreage within that specified portion of the sale area that was damaged.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.8 - Operating period (5/16)

Once cutting begins, operations must continue until all Payment Units are completed. This is in order to reduce elk browse damage throughout the Sale Area.

#### 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.

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

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

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

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads.

#### 4.2 - Maintenance

#### 4.2.5 - Two wheel drive condition (2/04)

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

#### 4.4 - Access

#### 4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife openings which are indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 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) 1-3 cutting, skidding, and hauling are limited to the period of September 1 to April 1. This restriction is to alleviate elk browse, bark slippage, and oak wilt concerns throughout the Sale Area. No exceptions will be granted for this condition.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.1 - Dead and down creation, marked trees (10/13)

Within Payment Unit(s) 2 and 3, all trees marked with an orange X must be cut, felled, and left on the ground. If more than one tree is marked next to another, fall them so their tops or trunks overlap. This will facilitate snowshoe hare habitat.

#### 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 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 25 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)

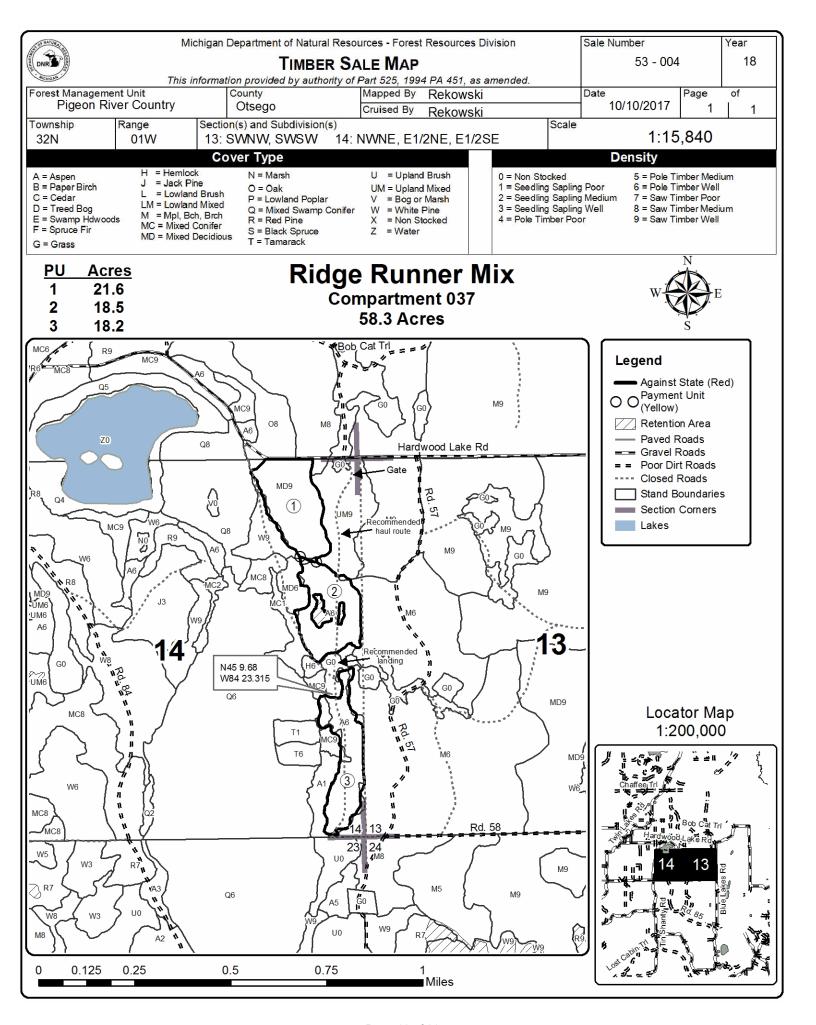
Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the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

Section Name: Sale Specific Current as of 7/18/2018 9:02:51AM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

FEDERAL ID:

#### **BID FORM**

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

Ide's Aspen (53-001-18) ; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on August 16, 2018, 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*	AD	VERTISED PRICE	BID PRICE/UNIT
Sawtimber				_	
B. T. Aspen	8.00	MBF	\$	47.00/MBF	\$
Red Maple	3.10	MBF	\$	73.00/MBF	\$
Sugar Maple	0.50	MBF	\$	228.00/MBF	\$
Pulpwood					
Balsam Fir	2.00	Cords	\$	14.55/Cord	\$
Mixed Aspen	106.00	Cords	\$	15.55/Cord	\$
Mixed Hardwood	61.00	Cords	\$	13.20/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 39.10 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.

		0, 000, 12 0200					
	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN 1	THE ABOVE BOX.			
Individual	or company representative's signature	re:		Date:			
Phone nu	mber:	Fmail (	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



Title

### 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
- 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. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. 

  Sole Proprietorship (individual) B. 

  Partnership C. 

  Corporation You must check one of the boxes below: A.  $\square$  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. \( \Backslash \) I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twentyone (21) days of the contract award. 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). Full-time Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative

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

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

Ridge Runner Mix (53-004-18) ; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on August 16, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AC</u>	VERTISED PRICE	BID PRICE/UNIT
Mixed Aspen	8.30	MBF	\$	71.00/MBF	\$
Red Maple	5.60	MBF	\$	109.00/MBF	\$
Red Oak	4.90	MBF	\$	186.00/MBF	\$
Sugar Maple	5.40	MBF	\$	342.00/MBF	\$
Pulpwood					
Balsam Fir	122.00	Cords	\$	21.85/Cord	\$
Basswood	4.00	Cords	\$	8.55/Cord	\$
Black Spruce	9.00	Cords	\$	34.40/Cord	\$
Mixed Aspen	567.00	Cords	\$	23.30/Cord	\$
Mixed Hardwood	135.00	Cords	\$	19.80/Cord	\$
Red Oak	10.00	Cords	\$	21.20/Cord	\$
White Pine	14.00	Cords	\$	23.75/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 22.06 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 SE	CURITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			_
	City:	_ State:	Zip:	
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FR	OM YOUR PROSPECTUS IN	THE ABOVE BOX.
Individual	I or company representative's signatu	ure:		_ 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



#### 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.	
Please Check Appropriate Categories:		
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>	
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").</li> </ul>	
	Full-time Employees	Part-time Employees
Name of Business		deral ID (or) Social Security No.
Address		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