

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #6723**

SCHEDULED SALE DATE AND TIME: 8:30 a.m. (local time) on September 9, 2020. LOCATION: CRYSTAL FALLS MGMT UNIT, 1420 US 2 WEST, CRYSTAL FALLS, MI 49920.

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, CRYSTAL FALLS MANAGEMENT UNIT, for certain timber on the following described lands:

Rubies & Pearls (12-001-20) / T43N, R28W, SEC. 10, S1/2SW,SE.

T43N, R28W, SEC. 15, N1/2NW,NWNE.

T43N, R28W, SEC. 16, NW, NE, NESW.

T43N, R28W, SEC. 17, NENE, N1/2SW, SESW, SWSE.

T43N, R28W, SEC. 18, SENW, NE, NESE.

T43N, R28W, SEC. 20, NW,N1/2NE,SENE.

T43N, R28W, SEC. 8, SESE.

T43N, R28W, SEC. 9, S1/2NW,SW,SE.

Dickinson County, Advertised Price \$183,114.25, 253.4 Acres, Aspen, Hardwood.

SALE NOTE: Harvesting operations are limited to Dec 1 - March 31; some flexibility may be permitted between May 1 - Sept 1, depending on weather conditions, seeding/mowing scheduling and Wildlife/Unit Manager approvals. Hauling will not be allowed during spring break up unless pre-approved. Units 1 & 4 will be scaled.

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.

Cancelled Cruise (12-002-20) / T42N, R28W, SEC. 5, N1/2NW, SWNW, SWSW.

T42N, R28W, SEC. 6, SESE.

T42N, R28W, SEC. 7, N1/2NE.

T43N, R28W, SEC. 31, SESE.

T43N, R28W, SEC. 32, W1/2NW,N1/2SW,SWSW,NWSE.

Dickinson County, Advertised Price \$72,726.95, 128.2 Acres, Aspen, Hardwood.

SALE NOTE: Unit 1 has cutting restriction due to the oak in the stand. Road acreages have been deducted from sale.

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

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

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US 2 West, Crystal Falls, MI 49920, no later than 8:30 a.m. (local time) on September 9, 2020. For further information concerning this sale, contact Dan McNamee at 906-875-6622.

# 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

### Rubies & Pearls (12-001-20)

T43N, R28W, SEC. 10; T43N, R28W, SEC. 15; T43N, R28W, SEC. 16; T43N, R28W, SEC. 17; T43N, R28W, SEC. 18; T43N, R28W, SEC. 9.

SALE NOTE: Harvesting operations are limited to Dec 1 - March 31; some flexibility may be permitted between May 1 - Sept 1, depending on weather conditions, seeding/mowing scheduling and Wildlife/Unit Manager approvals. Hauling will not be allowed during spring break up unless pre-approved. Units 1 & 4 will be scaled.

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	ESTIMATED UNITS*		AD\	ADVERTISED PRICE		
Sawtimber						
Sugar Maple	2.80	MBF	\$	264.00 / MBF		
Pulpwood						
Balsam Fir	188.00	Cords	\$	17.70 / Cord		
Mixed Aspen	4,114.00	Cords	\$	41.30 / Cord		
Mixed Hardwood	350.00	Cords	\$	23.70 / Cord		
White Spruce	55.00	Cords	\$	15.35 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 7.60 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 \$14,649.00 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	8.7%
02	15.9%
03	13.9%
04	2.5%
05	15.6%
06	5.9%
07	9.2%
08	7.4%
09	10.2%
10	10.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 07/01/2023.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Pulpwood	386.0	Cords	37.5	\$15,941.80
	Quaking Aspen		386.0	Cords		
2	Balsam Fir	Pulpwood	75.0	Cords	35.5	\$29,010.05
	Mixed Aspen		593.0	Cords		
	Mixed Hardwood		112.0	Cords		
	White Spruce		35.0	Cords		
3	Balsam Fir	Pulpwood	96.0	Cords	26.8	\$25,505.90
	Mixed Aspen		529.0	Cords		
	Mixed Hardwood		71.0	Cords		
	White Spruce		18.0	Cords		
4	Mixed Aspen	Pulpwood	112.0	Cords	16.9	\$4,625.60
	Quaking Aspen		112.0	Cords		
5	Sugar Maple	Sawtimber	2.8	MBF	34.7	\$28,585.70
	Balsam Fir	Pulpwood	10.0	Cords		
	Mixed Aspen		617.0	Cords		
	Mixed Hardwood		91.0	Cords		
	White Spruce		2.0	Cords		
6	Mixed Aspen	Pulpwood	261.0	Cords	11.8	\$10,779.30
	Balsam Poplar		3.0	Cords		
	Quaking Aspen		258.0	Cords		
7	Balsam Fir	Pulpwood	7.0	Cords	22.2	\$16,850.40
	Mixed Aspen		405.0	Cords		
8	Mixed Aspen	Pulpwood	317.0	Cords	18.7	\$13,566.10
	Balsam Poplar		19.0	Cords		
	Quaking Aspen		298.0	Cords		
	Mixed Hardwood		20.0	Cords		
9	Mixed Aspen	Pulpwood	448.0	Cords	28.1	\$18,620.90
	B. T. Aspen		113.0	Cords		
	Balsam Poplar		32.0	Cords		
	Quaking Aspen		303.0	Cords		
	Mixed Hardwood		5.0	Cords		
10	Mixed Aspen	Pulpwood	446.0	Cords	21.2	\$19,628.50
	Balsam Poplar		50.0	Cords		
	Quaking Aspen		396.0	Cords		
	Mixed Hardwood		51.0	Cords		
		TOTAL:	2.8	MBF		
		TOTAL:	4,707.0	Cords		

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# Sale Specific Conditions & Requirements

Sale Name: Rubies & Pearls Sale Number: 12-001-20 Seq#: 1

### 1 - Sale Area

### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1-10, cut all broad-leaved trees that are two (2) inches or more at DBH, except leave 1 cherry tree per acre if present. In addition, cut all conifers which meet minimum piece specifications in 2.2 Utilization, except do not cut any cedar, hemlock, red pine or white pine.

# 2.1.11 - Description of timber note (2/04)

Note that Payment Units 1 and 4 are to be scaled. The scale location will be determined at the pre-sale conference by the sale administrator. Notify the sale administrator when cut products are ready to be scaled.

# 3 - Payments

### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 2 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 shall be only one division per Payment Unit.

# 4 - Transportation

### 4.1 - Construction

# 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. Any new road or significant work to an existing road must be pre-approved prior to commencing work by the sale administrator.

# 4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement shall be completed prior to hauling. Culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of twelve (12) inches in diameter and twenty four (24) feet in length. If culverts are removed, fill shall be removed from wetlands as specified by the sale administrator. Soil shall be maintained, left in a non-erodible condition with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual. Stream crossing permits, if needed, shall be obtained by the Purchaser.

# 4.1.7 - Road closure (10/11)

New roads built into the sale may need to 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. Contact the sale administrator for details of design and placement.

### 4.2 - Maintenance

# 4.2.1 - Hauling restriction (12/08)

Hauling will be restricted on forest roads during spring break up or prolonged wet weather conditions. These periods shall determined by the Unit Manager or his/her representative based on field conditions. The restriction is in place to protect the primary road system.

# 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative. This contract requirement may be waived, if operations occur in such a manner (e.g. frozen condition) as to leave the road system in a satisfactory condition as determined by the sale administrator.

# 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

# 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

# 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

### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operation to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule this conference.

# 5.2 - Conduct of Operations

# 5.2.3 - Operating Restrictions

### 5.2.3.1 - Operating restrictions (9/11)

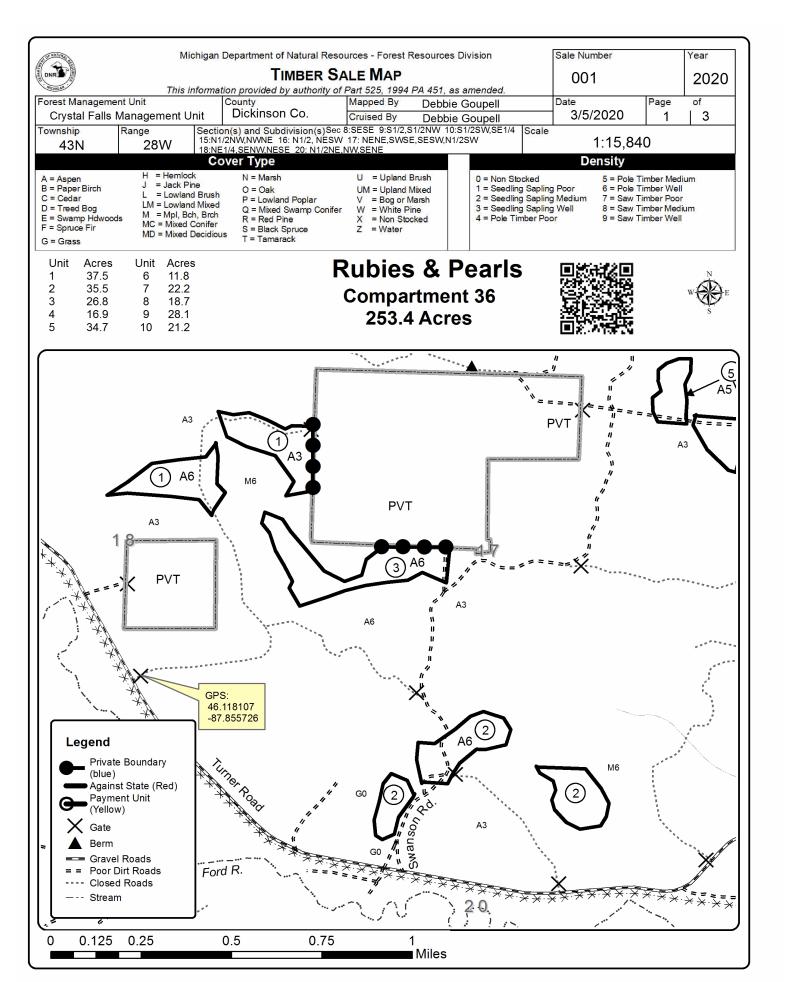
Within Payment Unit(s) 1-10, unless changed by written agreement, cutting, skidding and hauling is limited to the periods between either December 1- March 31 or between May 1- July 1 with permissions from the Unit Manager and the Wildlife Biologist. With additional permissions of both the Unit Manager and Wildlife Biologist, some Payment Units may be harvested between July 1- September 1. This restriction is due to the additional seeding and mowing operations planned for the sale area.

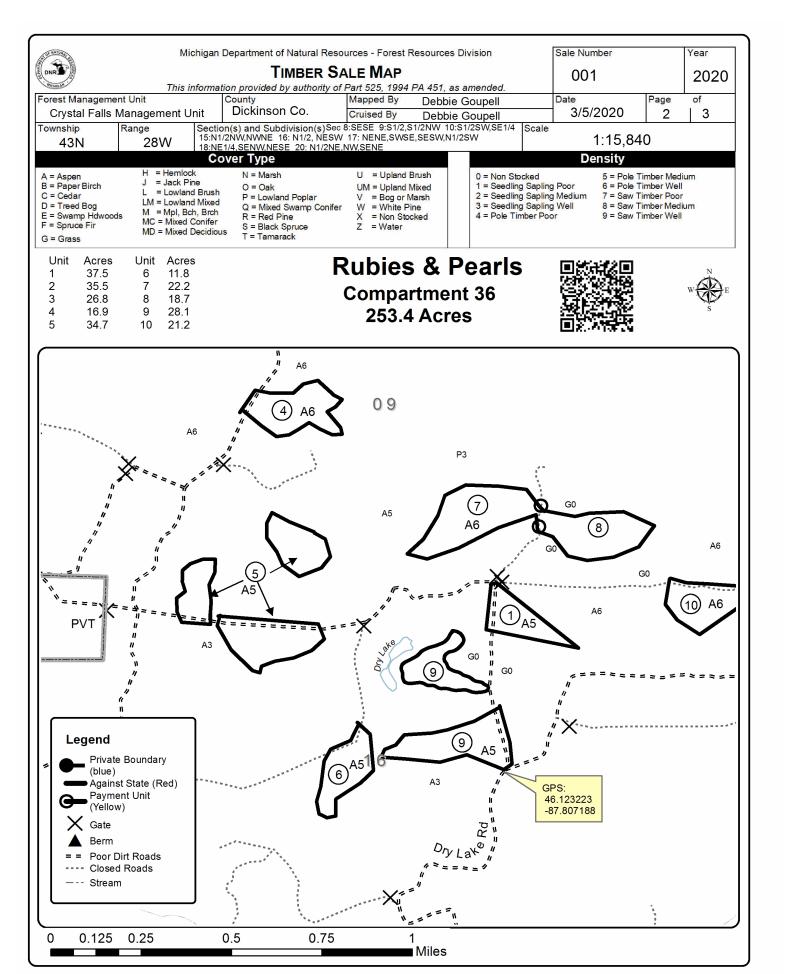
# 5.4 - Soil Protection

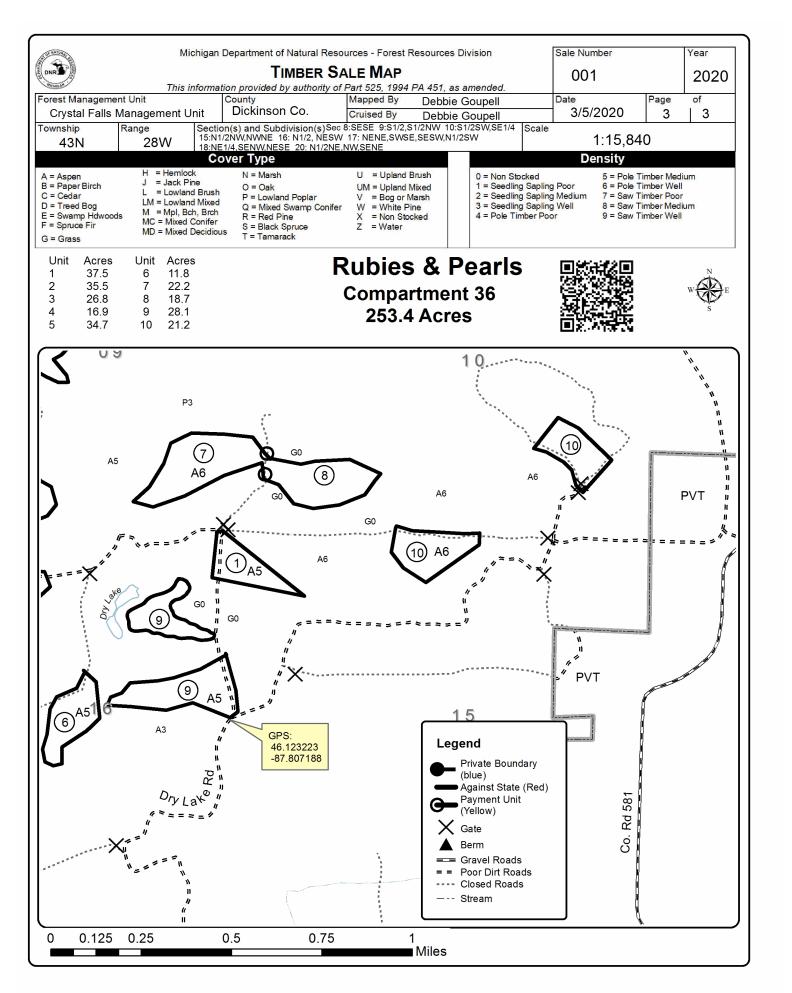
# 5.4.1 - Rutting restriction, general (7/16)

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.

Section Name: Sale Specific Current as of 8/5/2020 8:36:56AM







# TIMBER SALE INFORMATION

### Cancelled Cruise (12-002-20)

T42N, R28W, SEC. 5; T42N, R28W, SEC. 6; T42N, R28W, SEC. 7; T43N, R28W, SEC. 31; T43N, R28W, SEC. 32. Dickinson County (Advertised Price \$72,726.95)

SALE NOTE: Unit 1 has cutting restriction due to the oak in the stand. Road acreages have been deducted from sale.

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

PRODUCTS & SPECIES	ESTIMATE	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawtimber						
Sugar Maple	10.60	10.60 MBF		194.00 / MBF		
Pulpwood						
Balsam Fir	232.00	Cords	\$	13.00 / Cord		
Basswood	19.00	Cords	\$	6.65 / Cord		
Mixed Aspen	1,607.00	Cords	\$	30.30 / Cord		
Mixed Hardwood	1,026.00	Cords	\$	17.35 / Cord		
Mixed Spruce	92.00	Cords	\$	11.25 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.31 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 \$5,818.00 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	19.1%
02	21.4%
03	22.3%
04	16.5%
05	11.7%
06	9.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/29/2023.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Sugar Maple	Sawtimber	0.6	MBF	27.7	\$13,881.90
	Balsam Fir	Pulpwood	46.0	Cords		
	Mixed Aspen		296.0	Cords		
	Mixed Hardwood		242.0	Cords		
2	Sugar Maple	Sawtimber	0.9	MBF	23.0	\$15,562.10
	Balsam Fir	Pulpwood	48.0	Cords		
	Basswood		9.0	Cords		
	Mixed Aspen		450.0	Cords		
	Mixed Hardwood		59.0	Cords		
	Mixed Spruce		4.0	Cords		
3	Sugar Maple	Sawtimber	0.9	MBF	24.0	\$16,215.85
	Balsam Fir	Pulpwood	50.0	Cords		
	Basswood		9.0	Cords		
	Mixed Aspen		469.0	Cords		
	Mixed Hardwood		62.0	Cords		
	Mixed Spruce		4.0	Cords		
4	Sugar Maple	Sawtimber	1.7	MBF	22.1	\$11,973.65
	Balsam Fir	Pulpwood	42.0	Cords		
	Mixed Aspen		261.0	Cords		
	Mixed Hardwood		178.0	Cords		
	Mixed Spruce		9.0	Cords		
5	Balsam Fir	Pulpwood	16.0	Cords	18.2	\$8,527.70
	Mixed Aspen		87.0	Cords		
	Mixed Hardwood		301.0	Cords		
	Mixed Spruce		41.0	Cords		
6	Sugar Maple	Sawtimber	6.5	MBF	13.2	\$6,572.40
	Balsam Fir	Pulpwood	30.0	Cords		
	Basswood		2.0	Cords		
	Mixed Aspen		44.0	Cords		
	Mixed Hardwood		184.0	Cords		
	Mixed Spruce		34.0	Cords		
		TOTAL:	10.6	MBF		
		TOTAL:	2,977.0	Cords		

# Sale Specific Conditions & Requirements

Sale Name: Cancelled Cruise Sale Number: 12-002-20 Seq#: 1

### 1 - Sale Area

### 1.2 - Boundaries

# 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1-5, cut all trees that are two (2) inches or more at DBH, except do not cut any cedar, hemlock, oak or pine. In addition do not cut other coniferous species which do not meet minimum piece specifications in 2.2 Utilization.

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

Within Payment Unit(s) 6, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any cedar, hemlock, oak, or pine. In addition do not cut any yellow birch eighteen (18) or more at DBH.

### 4 - Transportation

### 4.1 - Construction

# 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, 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 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

# 4.2 - Maintenance

# 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads, at the discretion of the Unit Manager or his/her representative. The restriction may occur during spring breakup or prolonged 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 bulldozer to shape up the roads after forest products have been hauled. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

# 4.3 - Public Right-of-Way

### 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to operating within the county road R-O-W. This applies within Payment Units 1-3 & 6, and the Leeman rd./Dixon rd. Right-Of-Ways.

# 4.4 - Access

# 4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the Timber Sale Map.

# 5 - Operations

# 5.2 - Conduct of Operations

# 5.2.3 - Operating Restrictions

# 5.2.3.5 - Oak wilt restriction (1/18)

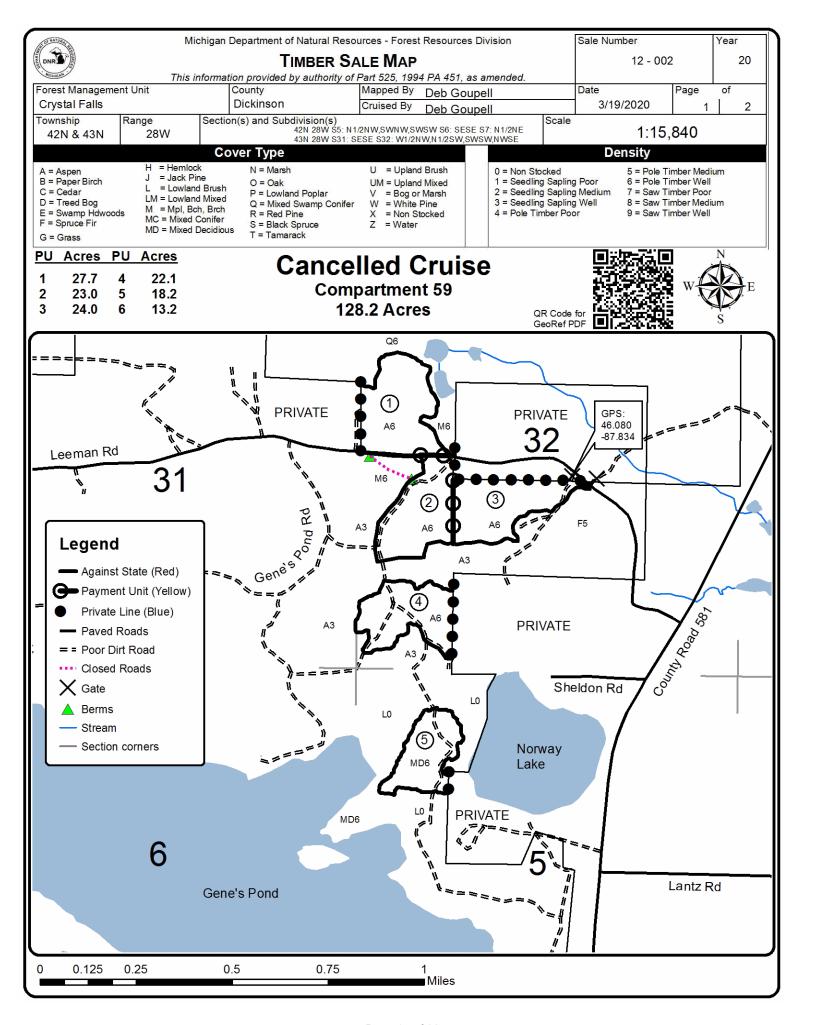
Within Payment Unit 1, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

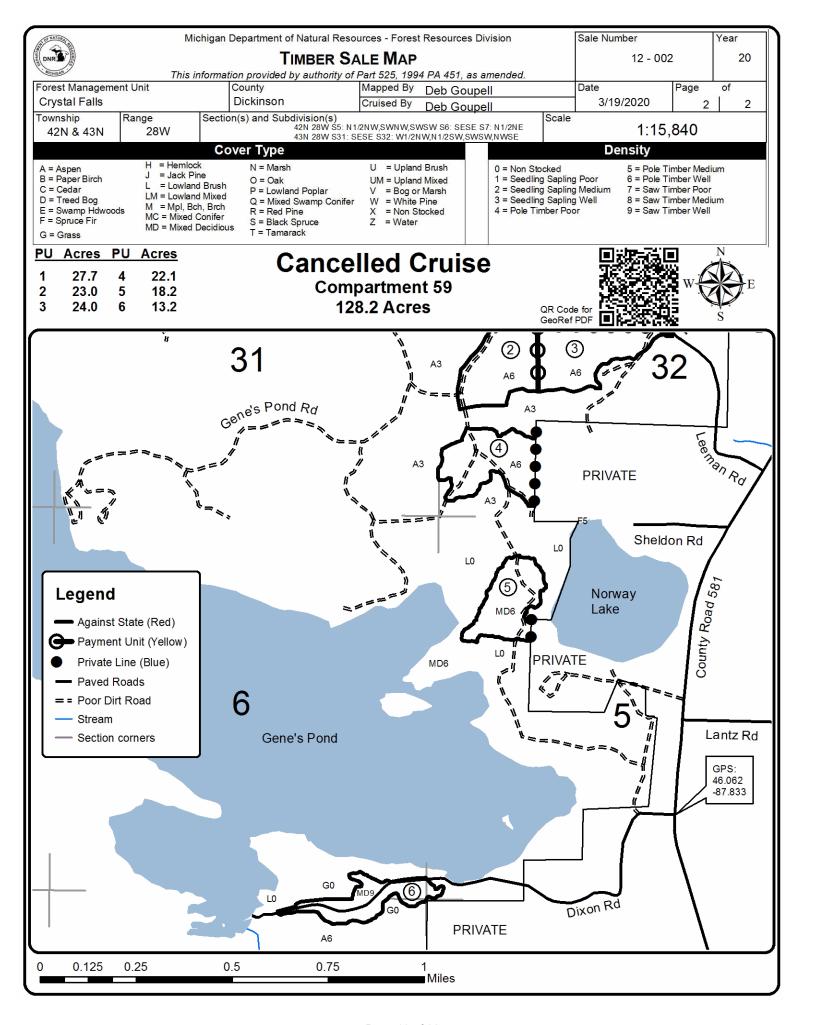
### 5.4 - Soil Protection

# 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.

Section Name: Sale Specific Current as of 8/5/2020 9:49:45AM





# **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT
CRYSTAL FALLS OFFICE

# Rubies & Pearls (12-001-20)

T43N, R28W, SEC. 10; T43N, R28W, SEC. 15; T43N, R28W, SEC. 16; T43N,

In response to the notice of sale to be held 8:30 a.m. (local time) on September 9, 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>	VOLUME*	ADVERTISED PRICE		BID PRICE/UNIT
Sawtimber					
Sugar Maple	2.80	MBF	\$	264.00/MBF	\$
Pulpwood					
Balsam Fir	188.00	Cords	\$	17.70/Cord	\$
Mixed Aspen	4,114.00	Cords	\$	41.30/Cord	\$
Mixed Hardwood	350.00	Cords	\$	23.70/Cord	\$
White Spruce	55.00	Cords	\$	15.35/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 7.60 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:	_ <del>-</del>	or SOCIAL SECURITY	NUMBER:			
	Company or indiv	vidual bidding:					
	Company representative's name:						
	Address:						
	City:	State	e:Zip:_				
IF AVAILA	ABLE, PLEASE PLA	ACE THE PERSONALIZ	ED LABEL FROM YOUF	R PROSPECTUS IN TH	E ABOVE BOX.		
Individual 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:
Forest Management Unit:

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

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

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

1. My business is organized as (you must check one of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation  2. You must check one of the boxes below:  A. □ Loertify 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. □ Loertify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. □ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, of than yourself, including family members and active partners (if none, you must enter "0").	•	twenty-one (21) days of the contract award and prior to	the issuance of the timber sale contract.				
B.	All Information must be typed or printed except for written signatures.						
A. Sole Proprietorship (individual) B. Partnership C. Corporation  2. You must check one of the boxes below: A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. 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. Compensation Bureau at 517-322-1195. C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, of than yourself, including family members and active partners (if none, you must enter "0").  Full-time Employees  Part-time Employees  Part-time Employees  Part-time Employees  Part-time Employees  Telephone (	Ple	ease Check Appropriate Categories:					
B.	1.	My business is organized as (you <b>must</b> check <u>one</u> of	the boxes below):				
C. ☐ Corporation  2. You must check one of the boxes below: A. ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, oth than yourself, including family members and active partners (if none, you must enter "0").  Full-time Employees Part-time Employees  Federal ID (or) Social Security No.  Telephone (( ) )  State ZIP  hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative		A.  Sole Proprietorship (individual)					
2. You must check one of the boxes below:  A. ☐ certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.  B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, off than yourself, including family members and active partners (if none, you must enter "0").		B.   Partnership					
A.		C. Corporation					
Worker's Compensation Laws.  B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, oth than yourself, including family members and active partners (if none, you must enter "0").	2.	You <b>must</b> check <u>one</u> of the boxes below:					
Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, oth than yourself, including family members and active partners (if none, you must enter "0").			s no employees but the sole proprietor. I am not subject to the				
one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, oth than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time Employees    Federal ID (or) Social Security No.		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					
than yourself, including family members and active partners (if none, you must enter "0").			Policy. I will provide an original Certificate of Insurance within twenty-				
Address  Telephone ( )  City  State  ZIP  Thereby 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	0.	than yourself, including family members and active pa	artners (if none, you must enter "0").				
State  State  ZIP  hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	lam	ne of Business	Federal ID (or) Social Security No.				
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	Addr	ress	Telephone (				
n factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative	City	State	ZIP				
Title Date	n fa	actors affecting my coverage during any of my present a					
	T	Title	Date				

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

# **BID FORM**

CRYSTAL FALLS MANAGEMENT UNIT CRYSTAL FALLS OFFICE

# Cancelled Cruise (12-002-20)

T42N, R28W, SEC. 5; T42N, R28W, SEC. 6; T42N, R28W, SEC. 7; T43N, R28W,

In response to the notice of sale to be held 8:30 a.m. (local time) on September 9, 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>	VOLUME*	ADVERTISED PRICE		BID PRICE/UNI	Τ
Sawtimber						
Sugar Maple	10.60	MBF	\$	194.00/MBF	\$	
Pulpwood						
Balsam Fir	232.00	Cords	\$	13.00/Cord	\$	
Basswood	19.00	Cords	\$	6.65/Cord	\$	
Mixed Aspen	1,607.00	Cords	\$	30.30/Cord	\$	
Mixed Hardwood	1,026.00	Cords	\$	17.35/Cord	\$	
Mixed Spruce	92.00	Cords	\$	11.25/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 9.31 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: \_\_\_\_-\_ or SOCIAL SECURITY NUMBER: \_\_\_ -\_\_ - \_\_ - \_\_\_ -

	Company or individual bidding:						
	Company representative's name:						
	Address:						
	City:	State:	Zip:				
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
Individual or company representative's signature: Date:							
Phone number :			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:				
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>					
3.	A.					
Nam	Name of Business Fe	deral ID (or) Social Security No.				
Add	Address Te	Telephone ( )				
City	City State ZIF					
in fa	hereby certify that the above information is true and correct. I agn factors affecting my coverage during any of my present and future.  Signature of Owner or Authorized Representative					
	TIUG	Date				

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