

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

### **TIMBER SALE PROSPECTUS #6650**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on May 28, 2020.

LOCATION: PIGEON RIVER COUNTRY MGMT UNIT, PO BOX 456, 9966 TWIN LAKES ROAD, VANDERBILT, MI 49795.

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.

Cant Hook Aspen Plus (53-016-19) / T34N, R01W, SEC. 31, E1/2NW,NWNE,S1/2NE,N1/2SE. Cheboygan County, Advertised Price \$23,303.50, 63.7 Acres, Aspen, Spruce/Fir/Tamarack.

Bulls N Buckwheat Aspen (53-019-19) / T34N, R01W, SEC. 22, SENW,NE,NWSE.
T34N, R01W, SEC. 23, W1/2NW.
Cheboygan County, Advertised Price \$37,127.90, 95.2 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, PO BOX 456 9966 TWIN LAKES ROAD, VANDERBILT, MI 49795, no later than 9:00 a.m. (local time) on May 28, 2020. For further information concerning this sale, contact Greg Rekowski 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.

DAN EICHINGER
Director

### TIMBER SALE INFORMATION

### Cant Hook Aspen Plus (53-016-19) T34N, R01W, SEC. 31.

Cheboygan County (Advertised Price \$23,303.50)

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*		ADV	ERTISED PRICE
Sawtimber				
N. White Cedar	112.00	MBF	\$	20.00 / MBF
Red Pine	2.00	MBF	\$	94.00 / MBF
White Spruce	76.00	MBF	\$	34.00 / MBF
Pulpwood				
Balsam Fir	250.00	Cords	\$	14.40 / Cord
Mixed Aspen	714.00	Cords	\$	13.80 / Cord
Mixed Hardwood	52.00	Cords	\$	13.00 / Cord
N. White Cedar	114.00	Cords	\$	6.10 / Cord
Red Pine	1.00	Cords	\$	37.60 / Cord
White Pine	63.00	Cords	\$	16.95 / Cord
White Spruce	173.00	Cords	\$	13.65 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.55 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 \$2,000.00 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 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	30.7%
02	46.1%
03	23.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2023.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	0.8	MBF	19.8	\$7,152.90
	White Spruce		24.0	MBF		
	Balsam Fir	Pulpwood	87.0	Cords		
	Mixed Aspen		263.0	Cords		
	Mixed Hardwood		9.0	Cords		
	N. White Cedar		1.0	Cords		
	White Pine		25.0	Cords		
	White Spruce		61.0	Cords		
2	Red Pine	Sawtimber	1.2	MBF	29.6	\$10,740.00
	White Spruce		35.9	MBF		
	Balsam Fir	Pulpwood	129.0	Cords		
	Mixed Aspen		393.0	Cords		
	Mixed Hardwood		14.0	Cords		
	N. White Cedar		1.0	Cords		
	Red Pine		1.0	Cords		
	White Pine		38.0	Cords		
	White Spruce		92.0	Cords		
3	N. White Cedar	Sawtimber	112.0	MBF	14.3	\$5,410.60
	White Spruce		16.1	MBF		
	Balsam Fir	Pulpwood	34.0	Cords		
	Mixed Aspen		58.0	Cords		
	Mixed Hardwood		29.0	Cords		
	N. White Cedar		112.0	Cords		
	White Spruce		20.0	Cords		
		TOTAL:	190.0	MBF		
		TOTAL:	1,367.0	Cords		

### Sale Specific Conditions & Requirements

Sale Name: Cant Hook Aspen Plus Sale Number: 53-016-19 Seq#: 1

### 1 - Sale Area

### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. The painted boundary line trees are not Included Timber and are to be protected. The boundary dividing Payment Units(s) I and II is the two track road.

### 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) I - III, cut all trees that are two (2) inches or more at DBH, except do not cut white pine 18 inches or more at DBH or any oak.

### 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.

### 4.1.6 - 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 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. These roads must be rendered impassable to cars and trucks. 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

### 4.2.5 - 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

### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

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

No brush or logging debris is to be left in the maintained wildlife opening which is 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.

### 5.2.2 - 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) III, unless changed by written agreement, cutting is limited to the period of January 1 to March 15. This restriction is to provide winter deer feed in the cedar stand and protect the occurrence of Spiraea alba (Meadowsweet) which may be in the area according to MNFI data.

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

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

### 5.2.4 - Dead and Down Creation

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

All trees marked with green paint must be cut and left where felled.

### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

### 5.2.37 - No decking areas (12/08)

No decking is allowed in the small maintained wildlife openings adjacent to units II and III without permission of the Unit Manager or his/her representative. A portion of the large opening west of the sale may be used along the boundary of Unit I and II.

### 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.

### 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 Webber Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

Section Name: Sale Specific Current as of 5/4/2020 10:34:02AM

# DNR DOWN

# Michigan Department of Natural Resources - Forest, Mineral & Fire Management **TIMBER SALE MAP**

BER SALE MAP

Sale Number 53-016-19

Year 2019

This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Date Page County Mapped By Rick McDonald of Forest Management Unit Pigeon River Country FMU Cheboygan Cruised By Rick McDonald 9/12/2019 Section(s) and Subdivision(s) Scale Range Township 34N 01W 4" ...| = 1 mile (31) E½NW,NWNE,S½NE,N½SE® Density Cover Type V = Bog or Marsh W = White Pine 5 = Pole Timber Medium 0 = Non Stocked P = Lowland Poplar A = Aspen H = Hemlock 1 = Seedling Sapling Poor 2 = Seedling Sapling Medium 6 = Pole Timber Well B = Paper Birch J = Jack Pine Q = Mixed Swamp Cnfr 7 = Saw Timber Poor L = Lowland Brush R = Red Pine X = Non Stocked C = Cedar 3 = Seedling Sapling Well 8 = Saw Timber Medium M = Mpl, Bch, Brch S = Black Spruce Z = Water E = Swamp Hdwoods 4 = Pole Timber Poor T = Tamarack 9 = Saw Timber Well F = Spruce Fir N = Marsh U = Upland Brush G = Grass O = Oak Compartment 1 stands 39,40 Webber Road C5 45.297N Q6 84.469W Cant Hook Aspen Plus. (63.7 acres) Unit I ----- 19.8 acres Unit II ---- 29.6 Unit III ---- 14.3 Pigeon River sale area PIGEON RIVER ل Vebber 20 21 (Red) sale area boundary LOS 29 28 30 county road - dirt open forest road closed road river/stream MC ANDREWS WEBB retention.

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### TIMBER SALE INFORMATION

Bulls N Buckwheat Aspen (53-019-19)
T34N, R01W, SEC. 22; T34N, R01W, SEC. 23.
Cheboygan County (Advertised Price \$37,127.90)

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					
B. T. Aspen	242.40	MBF	\$	35.00 / MBF	
Red Pine	44.10	MBF	\$	94.00 / MBF	
White Pine	25.70	MBF	\$	38.00 / MBF	
Pulpwood					
B. T. Aspen	823.00	Cords	\$	13.80 / Cord	
Balsam Fir	153.00	Cords	\$	14.40 / Cord	
Mixed Hardwood	528.00	Cords	\$	13.00 / Cord	
Red Pine	46.00	Cords	\$	37.60 / Cord	
White Pine	67.00	Cords	\$	16.95 / Cord	
White Spruce	17.00	Cords	\$	13.65 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.32 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 \$3,000.00 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 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:

(e) i aymont for each of the fellowing affice in	dot be made belole editing begins in that diffe.
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	30.4%
02	47.7%
03	21.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2023.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	81.5	MBF	29.5	\$11,274.25
	Red Pine		15.9	MBF		
	White Pine		8.2	MBF		
	B. T. Aspen	Pulpwood	219.0	Cords		
	Balsam Fir		5.0	Cords		
	Mixed Hardwood		192.0	Cords		
	Red Pine		16.0	Cords		
	White Pine		25.0	Cords		
2	B. T. Aspen	Sawtimber	128.0	MBF	46.3	\$17,707.90
	Red Pine		25.0	MBF		
	White Pine		12.9	MBF		
	B. T. Aspen	Pulpwood	345.0	Cords		
	Balsam Fir		9.0	Cords		
	Mixed Hardwood		301.0	Cords		
	Red Pine		25.0	Cords		
	White Pine		38.0	Cords		
3	B. T. Aspen	Sawtimber	32.9	MBF	19.4	\$8,145.75
	Red Pine		3.2	MBF		
	White Pine		4.6	MBF		
	B. T. Aspen	Pulpwood	259.0	Cords		
	Balsam Fir		139.0	Cords		
	Mixed Hardwood		35.0	Cords		
	Red Pine		5.0	Cords		
İ						
	White Pine		4.0	Cords		
	White Pine White Spruce		4.0 17.0	Cords Cords		
		TOTAL:		I		

### Sale Specific Conditions & Requirements

Sale Name: Bulls N Buckwheat Aspen Sale Number: 53-019-19 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 red and yellow paint, respectively. 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) I - III, cut all trees that are two (2) inches or more at DBH, except do not cut any oak.

### 3 - Payments

### 3.3 - Pre-measured Sales

### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There shall only be one division of this Payment Unit.

### 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for 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. Skid trails only will be allowed.

### 4.2 - Maintenance

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

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

### 5 - Operations

### 5.2 - Conduct of Operations

### 5.2.1 - Slash

### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

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

No brush or logging debris is to be left in the maintained wildlife opening which is 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.

### 5.2.2 - 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

### 5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Unit(s) I - III, 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.

### 5.2.4 - Dead and Down Creation

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

All trees marked with green paint must be left standing until all merchantable trees are cut and moved to the landing. At which time, they are to be cut, felled, and left on the ground for future use by drumming grouse. In addition, except as provided for in General Condition and Requirement 5.2.2, no dead trees either standing or down are to be cut, skidded, or processed.

### 5.2.40 - Pathway protection (10/10)

Road 3 is also part of a horse riding and hiking trail and is shown on the Timber Sale Map, do not cut trees or damage posts with blue pathway markers.

### 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 Road 3 and 4 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.

Section Name: Sale Specific Current as of 5/4/2020 11:49:31AM

#### Sale Number Year Michigan Department of Natural Resources - Forest, Mineral & Fire Management TIMBER SALE MAP 53-019-19 2019 This information provided by authority of Part 525 of Act 451, PA 1994, as amended. Mapped By Page of Forest Management Unit County Rick McDonald Cruised By Pigeon River Country FML Rick McDonald Cheboygan 9/19/2019 Section(s) and Subdivision(s) Range Township Δ · · · · | = 1 mile 34N 01W (22) NE<sub>4</sub>, SENW, NWSE (23) WaNW Density Cover Type P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium H = Hemlock A = Aspen J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well B = Paper Birch X = Non Stocked 2 = Seedling Sapling Medium 7 = Saw Timber Poor R = Red Pine L = Lowland Brush C = Cedar 3 = Seedling Sapling Well 8 = Saw Timber Medium S = Black Spruce Z = Water E = Swamp Hdwoods M = Mpl, Bch, Brch 4 = Pole Timber Poor 9 = Saw Timber Well T = Tamarack F = Spruce Fir N = Marsh U = Upland Brush G = Grass 0 = Oak Compartment 4 s:tands :2,15 M6 M6 45.325N 84.422W E6 Bulls N Buckwheat Aspen (95.2 acres) Unit I ----- 29.5 acres C<sub>6</sub> Unit II ----- 46.3 acres Unit III ---- 19.4 acres Rd. 3 sale area 20 21 Open Forest Road LO\$7 Closed Road 28 29 LEW15 26

Sale Area Boundary (Red)

Payment Unit Line (Yellow)

Horse/Hiking Trail:

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

EEDEBAL ID:

### BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

# Cant Hook Aspen Plus (53-016-19) T34N, R01W, SEC. 31; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 28, 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					
N. White Cedar	112.00	MBF	\$	20.00/MBF	\$
Red Pine	2.00	MBF	\$	94.00/MBF	\$
White Spruce	76.00	MBF	\$	34.00/MBF	\$
Pulpwood					
Balsam Fir	250.00	Cords	\$	14.40/Cord	\$
Mixed Aspen	714.00	Cords	\$	13.80/Cord	\$
Mixed Hardwood	52.00	Cords	\$	13.00/Cord	\$
N. White Cedar	114.00	Cords	\$	6.10/Cord	\$
Red Pine	1.00	Cords	\$	37.60/Cord	\$
White Pine	63.00	Cords	\$	16.95/Cord	\$
White Spruce	173.00	Cords	\$	13.65/Cord	\$

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

	LDLIVAL ID	01 3001AL 3L00		
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.
Individual	or company representative's signatu	re:		Date:
Phone nu	ımber ·	Fmail (	optional):	

OF 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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.55 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.



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:			
rofest Management Onit.			

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. My business is organized as (you **must** check <u>one</u> of the boxes below): A. 

  Sole Proprietorship (individual) B. 

  Partnership C. 

  Corporation 2. You **must** check 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

### BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

### Bulls N Buckwheat Aspen (53-019-19)

T34N, R01W, SEC. 22; T34N, R01W, SEC. 23; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 28, 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	ESTIMATED VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber				
B. T. Aspen	242.40 MBF	\$	35.00/MBF	\$
Red Pine	44.10 MBF	\$	94.00/MBF	\$
White Pine	25.70 MBF	\$	38.00/MBF	\$
Pulpwood				
B. T. Aspen	823.00 Cords	\$	13.80/Cord	\$
Balsam Fir	153.00 Cords	\$	14.40/Cord	\$
Mixed Hardwood	528.00 Cords	\$	13.00/Cord	\$
Red Pine	46.00 Cords	\$	37.60/Cord	\$
White Pine	67.00 Cords	\$	16.95/Cord	\$
White Spruce	17.00 Cords	\$	13.65/Cord	\$
1				

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 9.32 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:			
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual or company representative's signature: Date:						
Phone number : Email (optional):			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 writter	n signatures.			
Please 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 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 <b>must</b> indicate the number of <b>both</b> 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			
lam	ame of Business	Federal ID (or) Social Security No.			
.ddı	ddress	Telephone ( )			
ity	ity State	ZIP			
n fa	hereby certify that the above information is true and correct factors affecting my coverage during any of my present an Signature of Owner or Authorized Representative	t. I agree to notify the Michigan DNR of any changes that occur and future operations.			
T	Title	Date			

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