

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6792

<u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on January 28, 2021. <u>LOCATION:</u> PIGEON RIVER COUNTRY MGMT UNIT, PO BOX 456, 9966 TWIN LAKES ROAD, 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:

Scooby's Duby Lake Aspen (53-016-20) / T33N, R01E, SEC. 6 , N1/2NW. T33N, R01W, SEC. 1 , NENE. T34N, R01E, SEC. 31, SW,NWSE. T34N, R01W, SEC. 36, NESE,S1/2SE. Cheboygan County, Advertised Price \$39,553.05, 105.7 Acres, Aspen, Hardwood.

SALE NOTE: Oak wilt seasonal restrictions apply within Payment Unit 6. A seasonal operating caution is recommended within Payment Unit 3 due to seasonally wet sensitive soils.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

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

Bids must be received by the Unit Manager, PIGEON RIVER COUNTRY OFFICE, PO Box 456 9966 Twin Lakes Road, Vanderbilt, MI 49795, no later than 9:00 a.m. (local time) on January 28, 2021. For further information concerning this sale, contact Greg Rekowski at 989-983-4101 extension.

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

Scooby's Duby Lake Aspen (53-016-20)

T33N, R01E, SEC. 6; T33N, R01W, SEC. 1; T34N, R01E, SEC. 31; T34N, R01W, SEC. 36. Cheboygan County (Advertised Price \$39,553.05)

SALE NOTE: Oak wilt seasonal restrictions apply within Payment Unit 6. A seasonal operating caution is recommended within Payment Unit 3 due to seasonally wet sensitive soils.

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. All units of volume listed below were estimated using the T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADV	ERTISED PRICE
Sawtimber				
Mixed Aspen	135.9	MBF	\$	43.00 / MBF
Red Maple	5.3	MBF	\$	52.00 / MBF
Red Oak	11.4	MBF	\$	136.00 / MBF
Red Pine	24.9	MBF	\$	91.00 / MBF
White Pine	5.5	MBF	\$	47.00 / MBF
Pulpwood				
Balsam Fir	23	Cords	\$	20.65 / Cord
Black Spruce	29	Cords	\$	12.55 / Cord
Jack Pine	208	Cords	\$	12.60 / Cord
Mixed Aspen	1,447	Cords	\$	11.85 / Cord
Mixed Hardwood	320	Cords	\$	10.65 / Cord
Red Oak	32	Cords	\$	21.35 / Cord
Red Pine	86	Cords	\$	36.90 / Cord
White Pine	87	Cords	\$	17.10 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 14.50 percent. There are an estimated 2,613 cords on this timber sale, plus or minus 379 cords at the 95% confidence level. 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 \$3,955.00 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:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	42.6%
02	17.9%
03	11.6%
04	10.1%
05	11.8%
06	6.0%

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.

SALE STATISTICS

SALE VOLUMES

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
206,466	2,613	14.50%	2,235	2,992

VDU VOLUMES

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
2	14,670	186	24.60%	140	231
49	10,341	131	21.65%	103	159
51	26,015	329	36.30%	210	449
55	25,217	319	37.32%	200	438
56	30,897	391	40.46%	233	549
85	81,726	1,035	24.71%	779	1,290
89	15,192	192	54.95%	87	298
96	2,417	31	55.61%	14	48
TOTAL:	206,474	2,614		1,764	3,463

VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

VDU	VDU ACRES	PU	PU ACRES
2	6.3	6	6.3
49	11.7	2	11.7
51	15.6	1	3.8
		4	10.0
		5	1.8
55	9.0	3	9.0
56	14.2	4	2.9
		5	11.3
85	38.9	1	36.6
		2	2.3
89	7.4	2	7.4
96	2.6	1	2.6
TOTAL:	105.7		105.7

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

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PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	66.1	MBF	43.0	\$16,849.80
	B. T. Aspen		65.9	MBF		
	Quaking Aspen		0.2	MBF		
	Red Maple		0.2	MBF		
	Red Oak		9.3	MBF		
	Red Pine		6.3	MBF		
	White Pine		3.3	MBF		
	Balsam Fir	Pulpwood	1	Cords		
	Black Spruce		2	Cords		
	Jack Pine		105	Cords		
	Jack Pine	Sawtimber	8.3	MBF		
	Jack Pine	Pulpwood	88	Cords		
	Mixed Aspen		627	Cords		
	B. T. Aspen		622	Cords		
	Quaking Aspen		5	Cords		
	Mixed Hardwood		91	Cords		
	Red Maple		91	Cords		
	, Red Oak		27	Cords		
	Red Pine		32	Cords		
	White Pine		28	Cords		
2	Mixed Aspen	Sawtimber	12.0	MBF	21.4	\$7,089.25
	B. T. Aspen		12.0	MBF		· ,
	, Red Maple		0.8	MBF		
	Red Oak		0.6	MBF		
	Red Pine		14.4	MBF		
	White Pine		0.2	MBF		
	Jack Pine	Pulpwood	75	Cords		
	Jack Pine	Sawtimber	3.8	MBF		
	Jack Pine	Pulpwood	67	Cords		
	Mixed Aspen	.,	153	Cords		
	B. T. Aspen		153	Cords		
	Mixed Hardwood		28	Cords		
	Red Maple		28	Cords		
	, Red Oak		2	Cords		
	Red Pine		43	Cords		
	White Pine		26	Cords		
3	Mixed Aspen	Sawtimber	18.9	MBF	9.0	\$4,575.60
	B. T. Aspen		6.8	MBF		, ,
	Quaking Aspen		12.1	MBF		
	Red Maple		1.9	MBF		
	Red Pine		4.2	MBF		
	Balsam Fir	Pulpwood	15	Cords		
	Black Spruce		20	Cords		
	Jack Pine		7	Cords		
	Jack Pine		7	Cords		
	Mixed Aspen		124	Cords		
	B. T. Aspen		32	Cords		
	Balsam Poplar		20	Cords		
	Quaking Aspen		72	Cords		
	Mixed Hardwood		85	Cords		
	Paper Birch		6	Cords		
	Red Maple		79	Cords		
	Red Pine		7	Cords		
4	Mixed Aspen	Sawtimber	16.7	MBF	12.9	\$3,979.80
	B. T. Aspen		16.0	MBF	12.0	ψ0,979.00
	Quaking Aspen		0.7	MBF		
		l	0.7			

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
4 con't	Red Maple	Sawtimber	0.9	MBF			
	Red Oak		0.3	MBF			
	White Pine		1.7	MBF			
	Balsam Fir	Pulpwood	4	Cords			
	Black Spruce	-	6	Cords			
	Jack Pine		18	Cords			
	Jack Pine		18	Cords			
	Mixed Aspen		162	Cords			
	B. T. Aspen		140	Cords			
	Quaking Aspen		22	Cords			
	Mixed Hardwood		43	Cords			
	Red Maple		43	Cords			
	Red Oak		1	Cords			
	Red Pine		1	Cords			
	White Pine		16	Cords			
5	Mixed Aspen	Sawtimber	11.8	MBF	13.1	\$4,677.60	
	B. T. Aspen		11.1	MBF			
	Quaking Aspen		0.7	MBF			
	Red Maple		1.5	MBF			
	, Red Oak		1.2	MBF			
	White Pine		0.3	MBF			
	Balsam Fir	Pulpwood	3	Cords			
	Black Spruce		1	Cords			
	Jack Pine		3	Cords			
	Jack Pine		3	Cords			
	Mixed Aspen		225	Cords			
	B. T. Aspen		185	Cords			
	Quaking Aspen		40	Cords			
	Mixed Hardwood		65	Cords			
	Red Maple		65	Cords			
	Red Oak		2	Cords			
	Red Pine		3	Cords			
	White Pine		17	Cords			
6	Mixed Aspen	Sawtimber	10.4	MBF	6.3	\$2,381.00	
Í	B. T. Aspen		10.4	MBF	0.0	\$ <u>2,001.00</u>	
	Mixed Aspen	Pulpwood	156	Cords			
	B. T. Aspen		82	Cords			
	Quaking Aspen		74	Cords			
	Mixed Hardwood		8	Cords			
	Red Maple		8	Cords			
		TOTAL:	183.0	MBF			
	TOTAL: 2,232 Cords						

Sale Specific Conditions & Requirements

Sale Name: Scooby's Duby Lake Aspen

Sale Number: 53-016-20 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 red and yellow paint, along with roads. Exterior sale boundary lines against state are marked with red paint. The Interior Payment Unit boundary between Payment Units 5 and 6 is marked with yellow paint; all other interior Payment Unit boundaries are unpainted and identified by Road 10, Road 19, and Duby Lake Roads (see Timber Sale Map). Interior retention islands are marked with red painted 'X's'. Boundary excluded retention areas are present and are shown on the Timber Sale Map. No harvesting activities may occur within these retention areas. The red 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) 1-6, cut all trees that are two (2) inches or more at DBH, with the following exception:

- Within Payment Units 1, 2, 4 and 5, do not cut any trees marked with green paint. In addition, do not cut any white pine, red pine or oak trees that are twenty-six (26) inches or more at DBH.

- Within Payment Unit 3, do not cut white pine or red pine trees that are twenty (20) inches or more at DBH.

- Within Payment Unit 6, do not cut any oak or trees marked with green paint.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 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 Amendment. There will be only one division allowed in Payment Unit 1.

3.4 - Damaged Timber

3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, reasonable care should be taken to avoid damage to red pine, white pine, jack pine and oak seedlings and saplings within Payment Units 1 and 2.

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

3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are Legacy white pine, red pine, and oak trees located throughout the sale area. Legacy trees are defined as having some of the following characteristics: twenty six (26) inches or more at DBH, fire scars, broken tops/crowns, etc. Legacy trees observed during sale preparation were designated as excluded trees using green paint (Payment Units 1, 2, 4, 5 and 6) or by requiring that trees above a certain diameter be left uncut (Payment Unit 3). Additional Legacy trees might be present within the sale area that weren't observed during preparation. If the Purchaser's operations have cut or damaged special protection trees

through carelessness, the Purchaser shall pay \$500.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

Overgrown roads that are reopened shall be considered new roads. These roads must be rendered impassable to cars and trucks. Some existing roads may also need to be closed, as directed by the sale administrator. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. 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

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The Unit Manager or his/her representative must approve the type of fill material used prior to placement. In general, suitable fill material includes clean cobble and/or crushed rock. Fill material may not be sourced from State land within the boundary of the Pigeon River Country.

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads might need to be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - 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

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

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

5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

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

Within Payment Unit 6, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.3.11 - Coppice regeneration protection (4/10)

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

5.2.4 - Dead and Down Creation

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.

5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1, 3, 4 and 5, leave one, twelve (12) inch or larger diameter (or largest diameter trees within stand) whole tree on the ground for every 2 acres, preferably of a hardwood species such as maple. These trees will be evenly scattered throughout Payment Units and preferably placed at least two chains from any road, two-track, or trail open to vehicles.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 3, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because portions of Payment Unit 3 have seasonally wet and sensitive soils that could be damaged during harvest operations.

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, earthen mounds, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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

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

5.2.40 - Pathway protection (10/10)

The High Country Pathway hiking and bike trail and is shown on the Timber Sale Map. The pathway is located along the southern boundary of Payment Unit 6. Do not cut trees or damage posts with blue pathway markers. Maintain a 10-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not skid across or run equipment down the pathway.

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.

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

6 - Safety and Fire Prevention

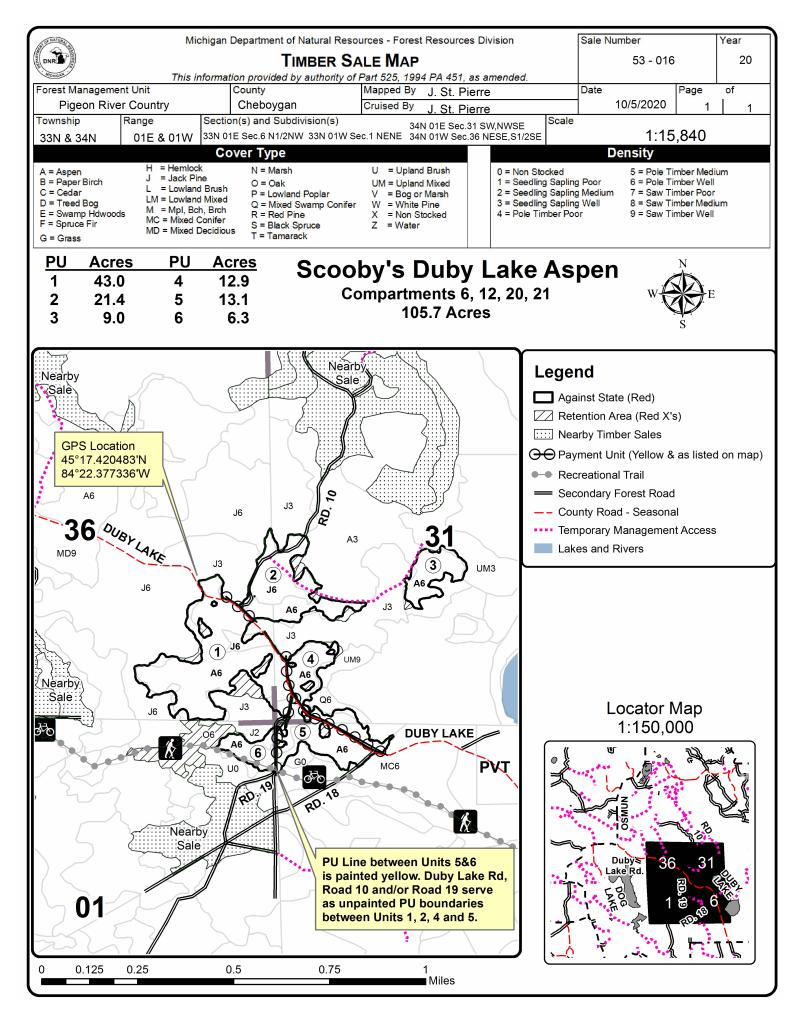
6.2 - Signing

6.2.1 - Road posting (9/09)

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

6.2.3 - Recreational trail posting (2/10)

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



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

Scooby's Duby Lake Aspen (53-016-20)

T33N, R01E, SEC. 6; T33N, R01W, SEC. 1; T34N, R01E, SEC. 31; T34N, R01W,

In response to the notice of sale to be held 9:00 a.m. (local time) on January 28, 2021, 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.

	DUCTS & SPECIES timber	<u>ESTIMATED</u>	VOLUME*	<u>AD'</u>	VERTISED PRICE	BID PRICE/UNIT
	Mixed Aspen	135.9	MBF	\$	43.00/MBF	\$
	Red Maple	5.3	MBF	\$	52.00/MBF	\$
	Red Oak	11.4	MBF	\$	136.00/MBF	\$
	Red Pine	24.9	MBF	\$	91.00/MBF	\$
	White Pine	5.5	MBF	\$	47.00/MBF	\$
Pulp	wood					
	Balsam Fir	23	Cords	\$	20.65/Cord	\$
	Black Spruce	29	Cords	\$	12.55/Cord	\$
	Jack Pine	208	Cords	\$	12.60/Cord	\$
	Mixed Aspen	1,447	Cords	\$	11.85/Cord	\$
	Mixed Hardwood	320	Cords	\$	10.65/Cord	\$
	Red Oak	32	Cords	\$	21.35/Cord	\$
	Red Pine	86	Cords	\$	36.90/Cord	\$
	White Pine	87	Cords	\$	17.10/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 14.50 percent at 95% confidence level. 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 SEC	JRITY 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 o	company represent	ative's signature:
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Phone number :_____ Email (optional):_____

Date:_____

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

NTOF NATURAL ACTION	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)
add Michigan - 67	TIMBER SAL	.E		
	VERIFICATION OF WORKE	R'S DISABII IT	Y	Forest Management Unit:
				Forest Management Onit.
		-	- d	
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.		
	CATION OF WORKER'S DISABILIT			
sale	e contract.		-	tract award and prior to the issuance of the timber
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa			Certificate of Insurance must be submitted within e timber sale contract.
• All	Information must be typed or printed	except for written	signatures.	
Please	Check Appropriate Categories:			
-	business is organized as (you must	check <u>one</u> of the	boxes below):	
	Sole Proprietorship (individual)			
	Partnership			
C. L	Corporation			
2. You	u must check <u>one</u> of the boxes below	v:		
A. [I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no	employees but	the sole proprietor. I am not subject to the
	Exclusion (BWC-337, Rev. 5/96). I w questions or a copy of the BWC-337,	ill provide a copy of please call the Wor	the Notice of Ex ker's Compensa	ation Act through the use of an approved Notice of cclusion within 21 days of the contract award. (For ation Bureau at 517-322-1195). an original Certificate of Insurance within twenty-
	one (21) days of the contract award.			
	ou have checked item 2(A) or 2(B), n yourself, including family members			of both full-time and part-time employees, other u must enter "0").
	Full-time Er	nnlovees		Part-time Employees
		npioyees		
Name of E	Business		Federal ID (or)	Social Security No.
Address			Telephone	
Otto		Otata		
City		State	ZIP	
	v certify that the above information is rs affecting my coverage during any o			ify the Michigan DNR of any changes that occur ons.
Signat	ure of Owner or Authorized Representative			
Title			Dat	le l
			Da	

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

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