

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6838**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on April 22, 2021.

LOCATION: 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:

Alcott's Aspen (53-012-20) / T33N, R01W, SEC. 21, NE,NESE.
T33N, R01W, SEC. 22, W1/2NW,NWSW.
Cheboygan County, Advertised Price \$17,723.55, 44.8 Acres, Aspen, Hardwood.

SALE NOTE: Within Payment Units 1-3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of March 15 to July 1. Also, some overgrown forest roads will require brushing, improvements and/or approved clean stone/cobble fill before harvest/hauling operations can begin.

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.

Way Back White Pine (53-015-20) / T32N, R01W, SEC. 24, SENW,SWNE,SW.
Otsego County, Advertised Price \$15,291.40, 38.1 Acres, White Pine, Red Pine.

#### 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 April 22, 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

Alcott's Aspen (53-012-20)
T33N, R01W, SEC. 21; T33N, R01W, SEC. 22.
Cheboygan County (Advertised Price \$17,723.55)

SALE NOTE: Within Payment Units 1-3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of March 15 to July 1. Also, some overgrown forest roads will require brushing, improvements and/or approved clean stone/cobble fill before harvest/hauling operations can begin.

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	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Basswood	7.6	MBF	\$	39.00 / MBF
Mixed Aspen	51.8	MBF	\$	41.00 / MBF
Red Maple	7.0	MBF	\$	55.00 / MBF
Sugar Maple	1.7	MBF	\$	228.00 / MBF
White Pine	3.1	MBF	\$	53.00 / MBF
Pulpwood				
Balsam Fir	129	Cords	\$	26.20 / Cord
Basswood	25	Cords	\$	5.05 / Cord
Mixed Aspen	556	Cords	\$	13.45 / Cord
Mixed Hardwood	196	Cords	\$	11.10 / Cord
Mixed Spruce	45	Cords	\$	11.80 / Cord
Paper Birch	15	Cords	\$	7.60 / Cord
White Pine	27	Cords	\$	20.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.13 percent. There are an estimated 1,150 cords on this timber sale, plus or minus 185 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 \$1,772.00 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	76.5%
02	9.0%
03	14.5%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2024.

#### **SALE STATISTICS**

#### **SALE VOLUMES**

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
90,814	1,150	16.13%	964	1,335

#### **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.

	VOL	JME		RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
1	67,758	858	19.34%	692	1,024
81	9,069	115	22.61%	89	141
82	13,975	177	44.30%	99	255
TOTAL:	90,803	1,149		879	1,420

#### **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.

81 82	5.6	3	5.6
1 81	35.6 3.6	1 2	35.6 3.6
VDU	VDU ACRES	PU	PU ACRES

### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

F		PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
<b>I</b>	Mixed Aspen	Sawtimber	36.1	MBF	35.6	\$13,546.95
	B. T. Aspen		26.8	MBF		
<b>I</b>	Quaking Aspen		9.3	MBF		
s	Red Maple		6.3	MBF		
	Sugar Maple		1.7	MBF		
V	White Pine		3.1	MBF		
В	Balsam Fir	Pulpwood	104	Cords		
В	Basswood	-	4	Cords		
l N	Mixed Aspen		409	Cords		
	B. T. Aspen		167	Cords		
	Balsam Poplar		11	Cords		
	Quaking Aspen		231	Cords		
l N	Mixed Hardwood		170	Cords		
"	White Ash	Sawtimber	2.0	MBF		
	Black Cherry	Pulpwood	2	Cords		
	Ironwood	,	2	Cords		
	Red Maple		140	Cords		
	Sugar Maple		15	Cords		
	White Ash		7	Cords		
١,	Mixed Spruce		35	Cords		
l N		Courtimbor		MBF		
	White Spruce	Sawtimber	1.4			
	Black Spruce	Pulpwood	2	Cords		
_ ا _	White Spruce		30	Cords		
	Paper Birch		8	Cords		
	Paper Birch		8	Cords		
	White Pine		27	Cords		
	Basswood	Sawtimber	7.6	MBF	3.6	\$1,603.60
l N	Mixed Aspen		4.2	MBF		
	Quaking Aspen		4.2	MBF		
	Balsam Fir	Pulpwood	12	Cords		
	Basswood		21	Cords		
l N	Mixed Aspen		49	Cords		
	Balsam Poplar		9	Cords		
	Quaking Aspen	l l	40	Cords		
		1				
N	Mixed Hardwood		5	Cords		
N						
	Mixed Hardwood	Sawtimber	5	Cords	5.6	\$2,573.00
	Mixed Hardwood Red Maple	Sawtimber	5 5	Cords Cords	5.6	\$2,573.00
	Mixed Hardwood Red Maple Mixed Aspen	Sawtimber	5 5 11.5	Cords Cords MBF	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen	Sawtimber	5 5 11.5 8.4	Cords Cords MBF MBF	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen		5 5 11.5 8.4 3.1	Cords Cords MBF MBF MBF	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir	Sawtimber Pulpwood	5 5 11.5 8.4 3.1 0.7	Cords Cords MBF MBF MBF	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen		5 5 11.5 8.4 3.1 0.7	Cords Cords MBF MBF MBF Cords	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen B. T. Aspen		5 5 11.5 8.4 3.1 0.7 13 98	Cords Cords MBF MBF MBF Cords Cords Cords	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen		5 5 11.5 8.4 3.1 0.7 13 98 54 44	Cords Cords MBF MBF MBF Cords Cords Cords Cords	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen B. T. Aspen Quaking Aspen Quaking Aspen Mixed Hardwood		5 5 11.5 8.4 3.1 0.7 13 98 54 44 21	Cords Cords  MBF MBF MBF Cords Cords Cords Cords Cords	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen B. T. Aspen Quaking Aspen Quaking Aspen Mixed Hardwood Red Maple		5 5 11.5 8.4 3.1 0.7 13 98 54 44 21 21	Cords Cords  MBF MBF MBF Cords Cords Cords Cords Cords Cords Cords	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen B. T. Aspen Quaking Aspen Quaking Aspen Mixed Hardwood Red Maple Mixed Spruce		5 5 11.5 8.4 3.1 0.7 13 98 54 44 21 21	Cords Cords  MBF MBF MBF Cords Cords Cords Cords Cords Cords Cords Cords Cords	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen B. T. Aspen Quaking Aspen Mixed Hardwood Red Maple Mixed Spruce Black Spruce		5 5 11.5 8.4 3.1 0.7 13 98 54 44 21 21 10 9	Cords Cords  MBF MBF MBF Cords	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen B. T. Aspen Quaking Aspen Mixed Hardwood Red Maple Mixed Spruce Black Spruce White Spruce		5 5 11.5 8.4 3.1 0.7 13 98 54 44 21 21 10 9	Cords Cords MBF MBF MBF Cords	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen B. T. Aspen Quaking Aspen Mixed Hardwood Red Maple Mixed Spruce Black Spruce White Spruce Paper Birch	Pulpwood	5 5 11.5 8.4 3.1 0.7 13 98 54 44 21 21 10 9 1	Cords Cords MBF MBF MBF Cords	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen B. T. Aspen Quaking Aspen Mixed Hardwood Red Maple Mixed Spruce Black Spruce White Spruce Paper Birch Paper Birch	Pulpwood Sawtimber	5 5 11.5 8.4 3.1 0.7 13 98 54 44 21 21 10 9 1 7	Cords Cords MBF MBF MBF Cords MBF	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen B. T. Aspen Quaking Aspen Mixed Hardwood Red Maple Mixed Spruce Black Spruce White Spruce Paper Birch	Pulpwood Sawtimber Pulpwood	5 5 11.5 8.4 3.1 0.7 13 98 54 44 21 21 10 9 1 7 0.4 6	Cords Cords MBF MBF MBF Cords	5.6	\$2,573.00
3 N	Mixed Hardwood Red Maple Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Balsam Fir Mixed Aspen B. T. Aspen Quaking Aspen Mixed Hardwood Red Maple Mixed Spruce Black Spruce White Spruce Paper Birch Paper Birch	Pulpwood Sawtimber	5 5 11.5 8.4 3.1 0.7 13 98 54 44 21 21 10 9 1 7	Cords Cords MBF MBF MBF Cords MBF	5.6	\$2,573.00

#### Sale Specific Conditions & Requirements

Sale Name: Alcott's Aspen Sale Number: 53-012-20 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 paint. Exterior sale boundary lines against state are marked with red paint. An interior retention island within Payment Unit 2 is marked with red painted X's. Boundary excluded retention areas are shown on the Timber Sale Map. No harvesting activities may occur within these areas. The red painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, cut all trees that are two (2) inches or more at DBH, with the following exceptions:

- Within Payment Unit 1, do not cut white pine trees that are eighteen (18) inches or more at DBH and/or any red pine, cedar, or hemlock.
- Within Payment Units 2 and 3, do not cut any white pine, cedar, or elm.

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

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

Note that Mixed Aspen pulp includes 20 cords of balsam poplar. Mixed Hardwood pulp includes 2 MBF of white ash. Mixed Spruce pulp includes 1.4 MBF of white spruce. These values are estimates of the data collected during timber cruise.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured.

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 all legacy white pine trees located within Payment Units 1 - 3. 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. 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.

#### 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary permits that may be required.

#### 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. In addition, most of the overgrown forest roads providing access to Payment Units 1-3 will require brushing, improvements and fill material to make them viable haul routes. 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.

#### 4.2.5 - 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

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

Within Payment Unit(s) 1-3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of March 15 to July 1. This restriction is meant to limit the effects of over-browsing by elk and deer, as well as to protect the seasonally wet/mucky soils located in and around areas of Payment Units 1-3.

#### 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

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

To encourage grouse and other wildlife, in Payment Unit(s) 1-3, 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

#### 5.2.22.2 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1-3, outside of the already restricted time frame from March 15 - July 1, that cutting, skidding, and hauling occur during very dry summer or frozen winter conditions. The reason for the recommendation is because of seasonally saturated and mucky soils located in portions of the Sale Area and along some of the likely skidding/hauling routes.

#### 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 Shore to Shore hiking and horse trail is shown on the Timber Sale Map. 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. Skidding across the trail may only occur in locations approved by the sale administrator.

#### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.8 - 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

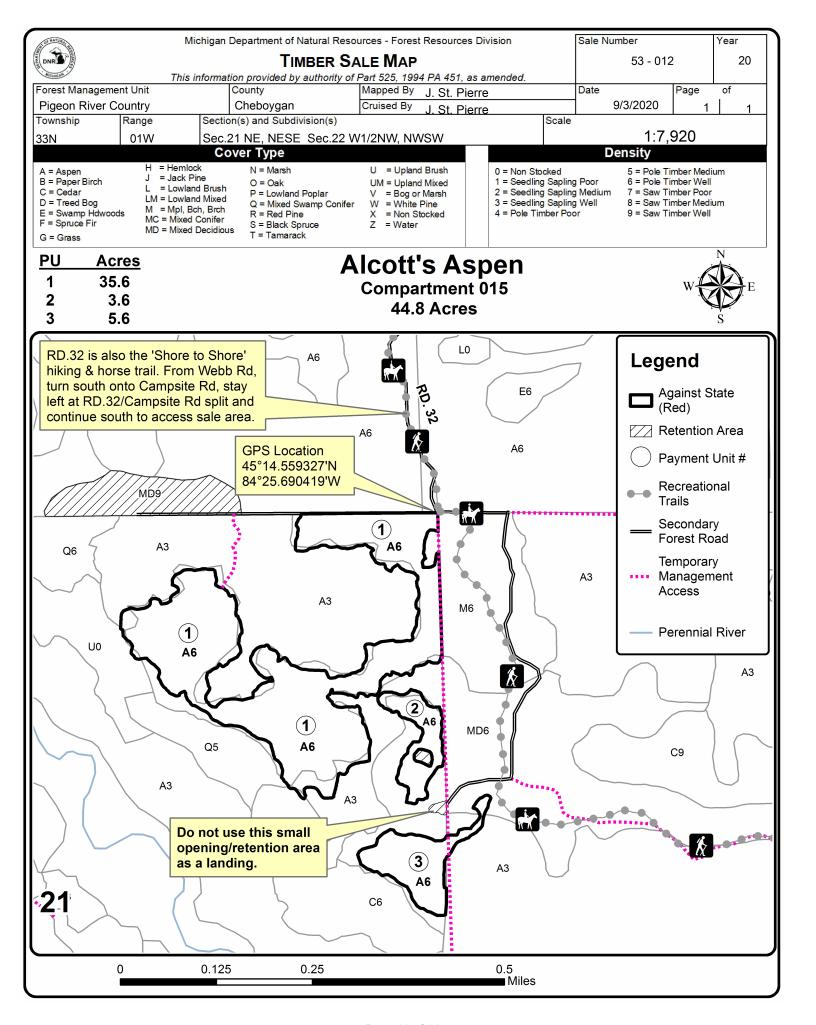
#### 6.2 - Signing

#### 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 Shore to Shore hiking and horse trail prior to beginning operations. The trail must be posted at appropriate distances from the Sale Area to warn of logging activity and



#### TIMBER SALE INFORMATION

Way Back White Pine (53-015-20)
T32N, R01W, SEC. 24.
Otsego County (Advertised Price \$15,291.40)

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	<u>ESTIMATE</u>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Red Maple	9.3	MBF	\$	55.00 / MBF
Red Pine	74.8	MBF	\$	80.00 / MBF
White Pine	34.4	MBF	\$	53.00 / MBF
Pulpwood				
Balsam Fir	2	Cords	\$	26.20 / Cord
Mixed Aspen	103	Cords	\$	13.45 / Cord
Mixed Hardwood	93	Cords	\$	11.10 / Cord
Red Oak	10	Cords	\$	33.20 / Cord
Red Pine	33	Cords	\$	36.25 / Cord
White Pine	143	Cords	\$	20.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 25.61 percent. There are an estimated 621 cords on this timber sale, plus or minus 159 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 \$1,529.00 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
01	27.7%
02	17.2%
03	20.9%
04	34.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2024.

#### **SALE STATISTICS**

#### **SALE VOLUMES**

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
49,075	621	25.61%	462	780

**VALUE** 

#### **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.

	VOL	UME		RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
54	10,689	135	28.23%	97	173
63	5,435	69	0.00%	69	69
71	10,381	131	46.86%	70	193
85	12,000	152	45.47%	83	221
111	10,570	134	25.18%	100	167
TOTAL:	49,075	621		419	824

#### **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
54	7.7	2	7.7
63	2.5	1	2.5
71	17.9	3	17.9
85	4.0	4	4.0
111	6.0	1	6.0
TOTAL:	38.1		38.1

#### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	3.1	MBF	8.5	\$4,235.55
	Red Pine		18.7	MBF		
	White Pine		1.9	MBF		
	Balsam Fir	Pulpwood	2	Cords		
	Mixed Aspen		82	Cords		
	B. T. Aspen	Sawtimber	2.8	MBF		
	B. T. Aspen	Pulpwood	34	Cords		
	Quaking Aspen		42	Cords		
	Mixed Hardwood		44	Cords		
	Sugar Maple	Sawtimber	0.4	MBF		
	Red Maple	Pulpwood	41	Cords		
	Sugar Maple	,	2	Cords		
	Red Oak		10	Cords		
	Red Oak	Sawtimber	1.7	MBF		
	Red Oak	Pulpwood	7	Cords		
	Red Pine		9	Cords		
	White Pine		8	Cords		
2	Red Maple	Sawtimber	5.0	MBF	7.7	\$2,630.70
_	Red Pine	Cawanibei	2.1	MBF	, .,	Ψ2,000.70
	White Pine		8.6	MBF		
	Mixed Aspen	Pulpwood	21	Cords		
	B. T. Aspen	i uipwood	12	Cords		
	Quaking Aspen		9	Cords		
	Mixed Hardwood		28	Cords		
	Red Maple		27	Cords		
	Sugar Maple		1	Cords		
	Red Pine		1	Cords		
	White Pine		53	Cords		
_		Caustinahan		<b>+</b>	47.0	#2 204 FF
3	Red Pine	Sawtimber	7.5	MBF	17.9	\$3,201.55
	White Pine	Dulavia a d	15.7	MBF		
	Mixed Hardwood	Pulpwood	11	Cords		
	Red Maple		9	Cords		
	Sugar Maple		2	Cords		
	Red Pine		7	Cords		
	White Pine	•	67	Cords		
4	Red Maple	Sawtimber	1.2	MBF	4.0	\$5,223.60
	Red Pine		46.5	MBF		
	White Pine		8.2	MBF		
	Mixed Hardwood	Pulpwood	10	Cords		
	Red Maple		4	Cords		
	Sugar Maple		6	Cords		
	Red Pine		16	Cords		
	White Pine		15	Cords		
l		TOTAL:	118.5	MBF		

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#### Sale Specific Conditions & Requirements

Sale Name: Way Back White Pine Sale Number: 53-015-20 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. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with a red X; no harvesting activities may occur within these areas. Red and yellow painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary may not be cut.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH, except do not cut elm, yellow birch, hemlock, white oak, basswood, or trees marked with green paint.

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

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

#### 2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 2 and 4, cut all trees that are two (2) inches or more at DBH, except do not cut white oak or trees marked with green paint above and below stump height. In addition, within Payment Unit 4, do not cut red oak or basswood.

#### 2.2 - Utilization

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

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

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to undesignated live merchantable trees and designated retention areas. Within the Sale Area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

In addition, extreme care should be taken to avoid damage to white oak seedlings and saplings in all Payment Units.

#### 4 - Transportation

#### 4.1 - Construction

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

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

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

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

#### 4.1.7 - 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

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

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

#### 4.2 - Maintenance

#### 4.2.4 - 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.

#### 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

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.3 - Bark slippage restriction (3/09)

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

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

Within Payment Unit(s) 2-4, 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)

Within Payment Unit 1, 2, and 4, all trees marked with a X of orange paint must be felled and left on site for wildlife. These trees have been taken off the timber tally.

#### 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.

#### 5.2.29 - Shrub protection (1/20)

Do not cut or damage hawthorn or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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

Recommended landing areas are marked on the Timber Sale Map with the letters "LD". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

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

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

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

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

#### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.8 - Protection of Endangered Species

#### 5.8.3 - Red shoulder hawk or goshawk (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 15 to July 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

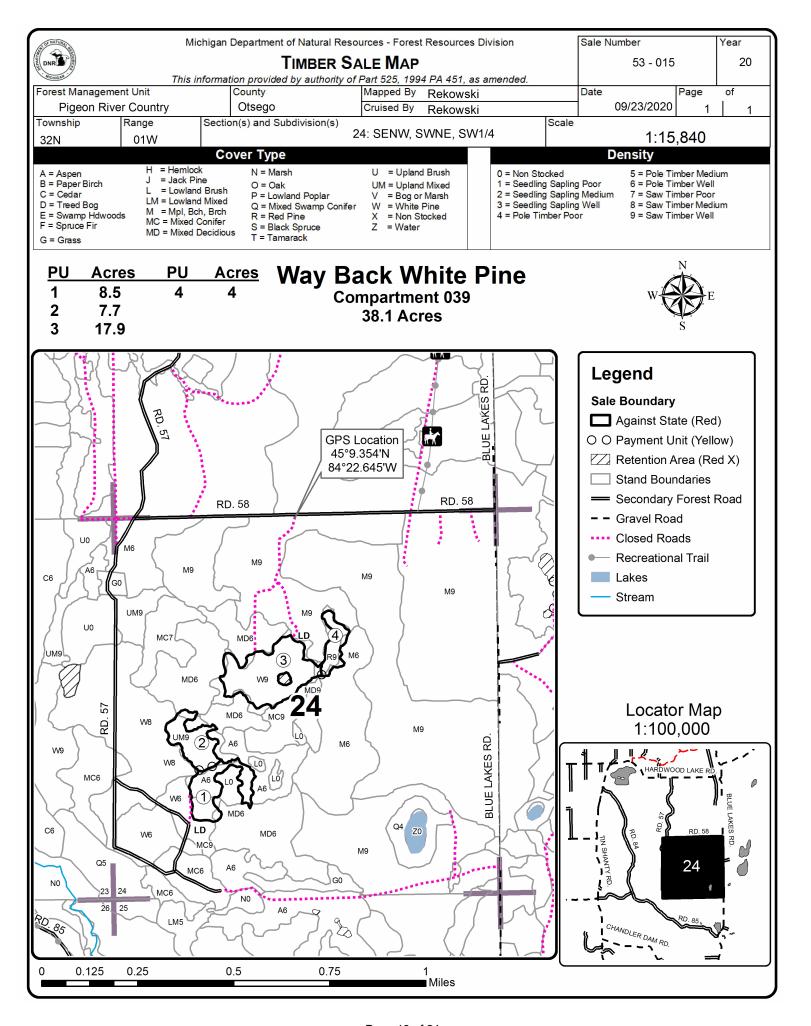
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Roads 57 and 58 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 3/12/2021 9:58:00AM



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#### BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

#### Alcott's Aspen (53-012-20)

T33N, R01W, SEC. 21; T33N, R01W, SEC. 22; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on April 22, 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.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber Basswood	7.6 MBF	ф	39.00/MBF	\$
Basswood	7.0 IVIDE	\$	39.00/MBF	Φ
Mixed Aspen	51.8 MBF	\$	41.00/MBF	\$
Red Maple	7.0 MBF	\$	55.00/MBF	\$
Sugar Maple	1.7 MBF	\$	228.00/MBF	\$
White Pine	3.1 MBF	\$	53.00/MBF	\$
Pulpwood				
Balsam Fir	129 Cords	\$	26.20/Cord	\$
Basswood	25 Cords	\$	5.05/Cord	\$
Mixed Aspen	556 Cords	\$	13.45/Cord	\$
Mixed Hardwood	196 Cords	\$	11.10/Cord	\$
Mixed Spruce	45 Cords	\$	11.80/Cord	\$
Paper Birch	15 Cords	\$	7.60/Cord	\$
White Pine	27 Cords	\$	20.80/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 16.13 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:	FEDERAL ID: or SOCIAL SECURITY NUMBER:				
Company or indivi	idual bidding:				
Company represe	Company representative's name:				
Address:	Address:				
City:	State:	Zip:			
AVAILABLE, PLEASE PLA	ACE THE PERSONALIZED LABEL F	FROM YOUR PROSPE	CTUS IN THE ABOVE BOX.		
ndividual or company repres	sentative's signature:		Date:		
one 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:				
r orest management omt.				

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

Please Check Appropriate Categories:

# 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.

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	r:			
	A.  I certify my business is a sole propriete Worker's Compensation Laws.	orship and it has no	employees bu	It the sole proprietor.	I am not subject to the
	B.  I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337,	Il provide a copy of	the Notice of E	Exclusion within 21 day	ys of the contract award. (For
	C.  I certify my business has a Worker's Cone (21) days of the contract award.	Compensation Polic	y. I will provide	e an original Certificate	e of Insurance within twenty-
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, othe than yourself, including family members and active partners (if none, you must enter "0").			and part-time employees, other	
	Full-time En	nployees			_Part-time Employees
Nam	ne of Business		Federal ID (or	) Social Security No.	
Addı	ress		Telephone ( )		
City		State	ZIP		
in fa _	ereby certify that the above information is actors affecting my coverage during any co				NR of any changes that occur
T	itle		D	ate	

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

Way Back White Pine (53-015-20)
T32N, R01W, SEC. 24; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on April 22, 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.

PRODUCTS & SPECIES	<u>ESTIMATED VOLU</u>	<u> ME*                                    </u>	<u>DVERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber				
Red Maple	9.3 MBF	\$	55.00/MBF	\$
Red Pine	74.8 MBF	\$	80.00/MBF	\$
White Pine	34.4 MBF	\$	53.00/MBF	\$
Pulpwood				
Balsam Fir	2 Cord	s \$	26.20/Cord	\$
Mixed Aspen	103 Cord	s \$	13.45/Cord	\$
Mixed Hardwood	93 Cord	s \$	11.10/Cord	\$
Red Oak	10 Cord	s \$	33.20/Cord	\$
Red Pine	33 Cord	s \$	36.25/Cord	\$
White Pine	143 Cord	s \$	20.80/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 25.61 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 SECURITY NUMBER: - -

	Company or individual bidding:					
	Company representative's name	:				
	Address:					
	City:	State:	Zip:			
IF AVAILA	ABLE, PLEASE PLACE THE PER	SONALIZED LABEL	FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.		
Individual	ual or company representative's signature: Date:					
Phone nu	ımber :	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



Title

#### Michigan Department of Natural Resources Forest Resources Division

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

FOR DEPARTMENT USE ONLY				
Sale Number (XX – XXX – XX – XX)				
Forest Management Unit:				

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

#### **VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE** This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	ease 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.	<ul> <li>You must check one of the boxes below:</li> <li>A.   I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.   I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For</li> </ul>				
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), than yourself, including family members		ate the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").		
	Full-time En	nployees	Part-time Employees		
Nam	ne of Business		Federal ID (or) Social Security No.		
Addı	ress		Telephone ( )		
City		State	ZIP		
	ereby certify that the above information is actors affecting my coverage during any c		I agree to notify the Michigan DNR of any changes that occur d future operations.		
S	Signature of Owner or Authorized Representative				

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

Date