

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #6945**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on November 9, 2021. LOCATION: SE REGION-WILD, 3580 STATE PARK DRIVE, BAY CITY, MI 48706.

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 Game Area Manager, CASS CITY FIELD OFFICE, for certain timber on the following described lands:

Hillbilly Aspen (55-131-20) / T12N, R08E, SEC. 34, NENE,S1/2NE,E1/2SE.
T12N, R08E, SEC. 35, SWSW.
Tuscola County, Advertised Price \$26,640.00, 68.8 Acres, Aspen, Hardwood.

SALE NOTE: Within Payment Unit(s) 1-4, cutting, skidding and hauling are not permitted from March 15 - July 15 and are limited to dry or frozen ground conditions at any other time. No exceptions will be granted. This restriction is is necessary to protect poorly drained soils and prevent the spread of oak wilt.

Access may be through other public land.

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

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

Bids must be received by the Unit Manager, BAY CITY OFFICE, 3580 State Park Drive, Bay City, MI 48706, no later than 10:00 a.m. (local time) on November 9, 2021. For further information concerning this sale, contact Don Bonnette at 989-385-5616.

# 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

Hillbilly Aspen (55-131-20)
T12N, R08E, SEC. 34; T12N, R08E, SEC. 35.

Tuscola County (Advertised Price \$26,640.00)

SALE NOTE: Within Payment Unit(s) 1-4, cutting, skidding and hauling are not permitted from March 15 - July 15 and are limited to dry or frozen ground conditions at any other time. No exceptions will be granted. This restriction is is necessary to protect poorly drained soils and prevent the spread of oak wilt.

Access may be through other public land.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. 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*		<u>ADVE</u>	RTISED PRICE
Sawtimber				
American Elm	0.9	MBF	\$	25.00 / MBF
Basswood	5.0	MBF	\$	26.00 / MBF
Black Cherry	8.9	MBF	\$	69.00 / MBF
Mixed Aspen	323.5	MBF	\$	28.00 / MBF
Paper Birch	5.4	MBF	\$	26.00 / MBF
Red Maple	106.2	MBF	\$	30.00 / MBF
Sugar Maple	5.8	MBF	\$	69.00 / MBF
Pulpwood				
Mixed Aspen	652	Cords	\$	10.40 / Cord
Mixed Hardwood	664	Cords	\$	9.50 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.71 percent. There are an estimated 2,230 cords on this timber sale, plus or minus 239 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 \$1,332.00 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	24.8%
02	31.7%
03	26.1%
04	17.4%

- 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 RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
176,156	2,230	10.71%	1,991	2,469

#### **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 IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
9	55,347	701	19.95%	561	840
14	23,803	301	31.08%	208	395
18	23,210	294	24.96%	220	367
21	30,557	387	24.89%	291	483
252	43,221	547	23.30%	420	675
TOTAL:	176,138	2,230		1,699	2,760

# **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.

TOTAL:	68.8		68.8
252	17.8	1	17.8
21	10.8	4	10.8
18	9.9	3	9.9
14	9.7	3	9.7
9	20.6	2	20.6
VDU	VDU ACRES	PU	PU ACRES

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Cherry	Sawtimber	3.4	MBF	17.8	\$6,596.60
	Mixed Aspen		60.0	MBF		
	B. T. Aspen		58.0	MBF		
Cotto	Cottonwood		2.0	MBF		
	Paper Birch		5.4	MBF		
	Red Maple		40.2	MBF		
	Sugar Maple		2.5	MBF		
	Mixed Aspen	Pulpwood	84	Cords		
	B. T. Aspen		80	Cords		
	Cottonwood		4	Cords		
	Mixed Hardwood		241	Cords		
	Black Cherry		17	Cords		
	Green Ash		5	Cords		
	Misc. Species 1		10	Cords		
	Paper Birch		29	Cords		
	Red Maple		177	Cords		
	Sugar Maple		3	Cords		
2	American Elm	Sawtimber	0.9	MBF	20.6	\$8,449.20
	Basswood		5.0	MBF		
	Black Cherry		4.1	MBF		
	Mixed Aspen		98.9	MBF		
	B. T. Aspen		78.0	MBF		
	Cottonwood		5.9	MBF		
	Quaking Aspen		15.0	MBF		
	Red Maple		29.8	MBF		
	Sugar Maple		3.3	MBF		
	Mixed Aspen	Pulpwood	211	Cords		
	B. T. Aspen		193	Cords		
	Cottonwood		12	Cords		
	Quaking Aspen		6	Cords		
	Mixed Hardwood		203	Cords		
	American Elm		10	Cords		
	Basswood		14	Cords		
	Black Cherry		10	Cords		
	Green Ash		7	Cords		
	Red Maple		116	Cords		
	Sugar Maple		46	Cords		
3	Mixed Aspen	Sawtimber	105.3	MBF	19.6	\$6,962.30
	B. T. Aspen		98.6	MBF		
	Quaking Aspen		6.7	MBF		
	Red Maple		14.6	MBF		
	Mixed Aspen	Pulpwood	226	Cords		
	B. T. Aspen		217	Cords		
	Quaking Aspen		9	Cords		
	Mixed Hardwood		129	Cords		
	Black Cherry		11	Cords		
	Green Ash		17	Cords		
	Red Maple		101	Cords		
4	Black Cherry	Sawtimber	1.4	MBF	10.8	\$4,631.90
	Mixed Aspen		59.3	MBF		
	B. T. Aspen		53.1	MBF		
	Cottonwood		3.1	MBF		
	Quaking Aspen		3.1	MBF		
	Red Maple		21.6	MBF		
	Mixed Aspen	Pulpwood	131	Cords		
	· ·		126			-

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Cottonwood	Pulpwood	4	Cords		
	Quaking Aspen		1	Cords		
	Mixed Hardwood		91	Cords		
	American Elm		3	Cords		
	Black Cherry		7	Cords		
	Red Maple		81	Cords		
		TOTAL:	455.7	MBF		
		TOTAL:	1,316	Cords		

### Sale Specific Conditions & Requirements

Sale Name: Hillbilly Aspen Sale Number: 55-131-20 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees that are two (2) inches or more at DBH, except oak, hickory, white pine, cedar, apple, beech, hemlock, walnut, and 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.

#### 2.2 - Utilization

#### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

#### 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops is not permissible.

#### 2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 1-4, chipping of the bole, 2-inches in diameter or greater, is allowed. Chipping of limbs or portions of the tree less than 2-inches in diameter is not permitted. Limbs and the remaining top must be left on site and scattered.

#### 3 - Payments

# 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 oak, hickory, white pine, apple, walnut, and green marked trees. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$200 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened. The Purchaser must give a one week notice before finishing a Payment Unit to allow for inspection.

# 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)

All new and existing skid trails into any Payment Unit 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. All stumps from road

building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.1.8 - Road work (1) (8/07)

The following road work is required: Construct an access driveway into Payment Unit 1 on the south side of M46 at a location specified by the sale administrator. DNR has secured an MDOT permit for construction. DNR will supply a culvert and will coordinate with the Purchaser for delivery. See the sale administrator for further details.

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

No new roads will be permitted in any Payment Unit. All Payment Units are accessible with existing skid trails and all operations will be confined to these trails. Consult the Timber Sale Map and sale administrator for specific skid trail locations.

#### 4.4 - Access

#### 4.4.4 - Restricted access (10/05)

When accessing any Payment Unit from existing designated parking areas, existing vehicle barriers (i.e. guardrail, boulders, gates, wood posts, berms etc.) that are removed must be replaced upon the completion of the Payment Unit. The repair or replacement of any barrier that is damaged during removal is the responsibility of the Purchaser. Additionally, damage (ruts, holes etc.) created in designated parking areas during operations must be repaired. This may require the addition of gravel or fill as specified by the sale administrator.

#### 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. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the 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

#### 5.2.1 - Slash

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

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

#### 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. All standing dead timber (snags) 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) 1-4, cutting, skidding and hauling are not permitted from March 15 - July 15 and are limited to dry or frozen ground conditions at any other time. No exceptions will be granted. This restriction is is necessary to protect poorly drained soils and prevent the spread of oak wilt.

#### 5.2.3.12 - Hunting operating restriction (1/18)

No Payment Unit may be started during the period of September 25 - October 10 or November 1 - November 30 without

permission of the Unit Manager or his/her representative. In addition, cutting, skidding, and hauling are not permitted during the period of November 10-20.

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

Landing areas are marked on the Timber Sale Map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50-foot trailer.

# 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.

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

No decking is allowed in any designated parking area. Additionally, no equipment storage is allowed in any designated parking area.

#### 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 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.

#### 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees, and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

#### 5.7 - Protection of Historical Sites

#### 5.7.2 - Potential historical site(s) (9/06)

The State Historic Preservation Office has identified the potential for a historic site within the boundary of this timber sale. Note that if the site is discovered during operations, General Condition and Requirement 5.7 - Protection of Historical Sites will apply.

#### 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.

#### 7 - Other Conditions

#### 7.10 - Certified Timber

### 7.10.1 - Non-certified timber (2/16)

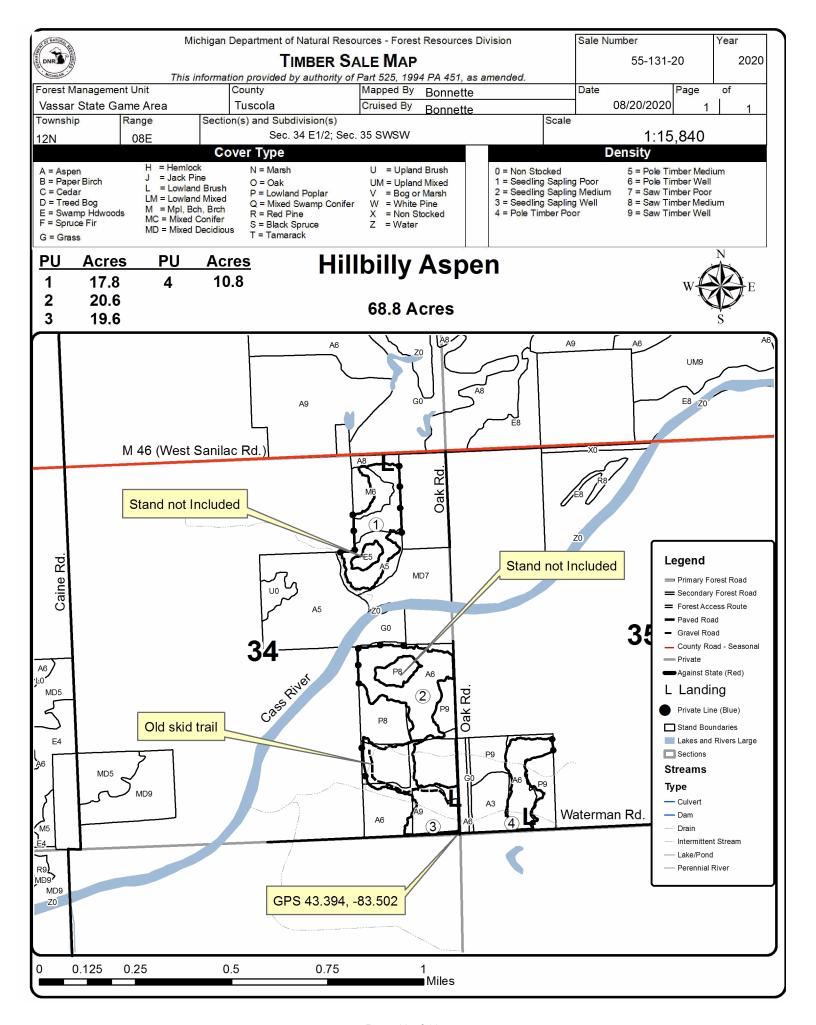
The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale are managed as a State Game Area.

# 99 - Unique

**SKIP** 

#### 99.1 - Unique Sale Condition (5/19)

Per Juniata Township ordinance, no operating feller bunchers in any Paymer required due to the close proximity of residences to the Sale Area.	nt Unit before 7 AM and after 7 Pl	M daily. This is
ion Name: Sale Specific	Current as of 10/8/2021 7	7:44:51AM



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FEDERAL ID:

#### BID FORM

CASS CITY FIELD OFFICE BAY CITY OFFICE

#### Hillbilly Aspen (55-131-20)

T12N, R08E, SEC. 34; T12N, R08E, SEC. 35; Tuscola COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on November 9, 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.

	VOLUME*	<u> </u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
0.9	MBF	\$	25.00/MBF	\$
5.0	MBF	\$	26.00/MBF	\$
8.9	MBF	\$	69.00/MBF	\$
323.5	MBF	\$	28.00/MBF	\$
5.4	MBF	\$	26.00/MBF	\$
106.2	MBF	\$	30.00/MBF	\$
5.8	MBF	\$	69.00/MBF	\$
652	Cords	\$	10.40/Cord	\$
664	Cords	\$	9.50/Cord	\$
	5.0 8.9 323.5 5.4 106.2 5.8	0.9 MBF 5.0 MBF 8.9 MBF 323.5 MBF 5.4 MBF 106.2 MBF 5.8 MBF 652 Cords 664 Cords	5.0 MBF \$ 8.9 MBF \$ 323.5 MBF \$ 5.4 MBF \$ 106.2 MBF \$ 5.8 MBF \$ 652 Cords \$	5.0 MBF \$ 26.00/MBF 8.9 MBF \$ 69.00/MBF 323.5 MBF \$ 28.00/MBF 5.4 MBF \$ 26.00/MBF 106.2 MBF \$ 30.00/MBF 5.8 MBF \$ 69.00/MBF 652 Cords \$ 10.40/Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 10.71 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.

		<del></del>		
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAILA	ABLE, PLEASE PLACE THE PERSON	NALIZED LABEL FROM	YOUR PROSPECTUS IN TI	HE ABOVE BOX.
ndividual	or company representative's signature	re:		Date:
Phone nu	mber:	Email (	optional):	

or SOCIAL SECURITY NUMBER:

THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE



#### 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	Please Check Appropriate Categories:	
1.	<ol> <li>My business is organized as (you must check one of the boxes</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ol>	s below):
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> fu than yourself, including family members and active partners (if none, you must en		
	Full-time Employees	Part-time Employees
Nam	Name of Business Fede	ral ID (or) Social Security No.
Add	Address Telep (	phone )
City	City State ZIP	
in fa _	Thereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future Signature of Owner or Authorized Representative	
T	Title	Date

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