

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# TIMBER SALE PROSPECTUS #6928

<u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on October 14, 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:

Mud Lake Maple (53-002-21) / T32N, R02W, SEC. 1 , W1/2SW. T32N, R02W, SEC. 2 , E1/2SE. Otsego County, Advertised Price \$10,140.45, 19.8 Acres, Aspen, Hardwood.

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

<u>Tin Shanty Aspen</u> (53-009-21) / T31N, R01W, SEC. 21, NENE,S1/2NE,N1/2SE. Otsego County, Advertised Price \$21,632.10, 32.9 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

# 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 October 14, 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

#### Mud Lake Maple (53-002-21) T32N, R02W, SEC. 1; T32N, R02W, SEC. 2. Otsego County (Advertised Price \$10,140.45)

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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 Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATE	<u>ED UNITS*</u>	ADV	ERTISED PRICE
Sawtimber				
B. T. Aspen	9.5	MBF	\$	50.00 / MBF
Red Maple	36.7	MBF	\$	46.00 / MBF
Red Oak	12.1	MBF	\$	141.00 / MBF
Pulpwood				
Balsam Fir	3	Cords	\$	19.70 / Cord
Mixed Aspen	268	Cords	\$	15.50 / Cord
Red Maple	132	Cords	\$	12.55 / Cord
Red Oak	7	Cords	\$	57.35 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 10.10 percent. There are an estimated 531 cords on this timber sale, plus or minus 54 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 \$1,014.00 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	61.2%
02	38.8%

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

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS PERCENT ERROR MINIMU		MINIMUM	MAXIMUM
41,938	531	10.10%	477	584

### **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
18	11,875	150	23.56%	115	186
23	2,272	29	20.00%	23	35
36	10,554	134	20.98%	106	162
104	16,768	212	11.02%	189	236
TOTAL:	41,469	525		432	618

### 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
18	7.8	1	7.8
23	1.5	1	1.5
36	5.7	2	5.7
104	4.8	1	4.8
TOTAL:	19.8		19.8

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	26.8	MBF	14.1	\$6,207.85
	Balsam Fir	Pulpwood	3	Cords		
	Mixed Aspen		237	Cords		
	B. T. Aspen		75	Cords		
	Quaking Aspen		162	Cords		
	Red Maple		99	Cords		
2	B. T. Aspen	Sawtimber	9.5	MBF	5.7	\$3,932.60
	Red Maple		9.9	MBF		
	Red Oak		12.1	MBF		
	Mixed Aspen	Pulpwood	31	Cords		
	B. T. Aspen		28	Cords		
	Quaking Aspen		3	Cords		
	Red Maple		33	Cords		
	Red Oak		7	Cords		
		TOTAL:	58.3	MBF		
		TOTAL:	410	Cords		

### Sale Specific Conditions & Requirements

Sale Number: 53-002-21 Seg#: 1

### Sale Name: Mud Lake Maple

# 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. Yellow painted trees designating an interior Payment Unit boundary are only to be cut if they are an aspen or red maple tree and only 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) 1-2, cut all aspen, maple, jack pine, and fir trees that are two (2) inches or more at DBH. Also, in Payment Unit 2, cut all oak trees greater than twelve (12) inches at DBH, except for those marked with green paint. Do not cut any other tree species in these Payment Units except for those listed above.

# 2.2 - Utilization

2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited. 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. 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. In addition, extreme care should be taken to avoid damage to oak saplings and small poletimber. These saplings are abundant throughout areas of both Payment Units. Some have been marked with green paint to aid in identification.

# 4 - Transportation

4.1 - Construction

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

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

### 4.1.7 - Road closure (10/11)

Overgrown roads that are reopened must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks.

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.

# 5 - Operations

- 5.1 Notification
  - 5.1.3 Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the pipeline company (Enbridge) 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. The west edge of this timber sale borders the Enbridge Line 5 Pipeline. No equipment should operate within the pipeline ROW or cross the ROW without prior permission from Enbridge. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

## 5.2 - Conduct of Operations

## 5.2.1 - Slash

# 5.2.1.11 - Slash for reforestation (3/21)

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

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

Within Payment Unit(s) 1-2, 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.

## 5.2.29 - Shrub protection (1/20)

Do not cut or damage hawthorn, witch-hazel, dogwood, or juneberry. In addition, do not cut any black cherry over four (4) inches at DBH. 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

### 5.8.5 - Protection of raptor nests (3/13)

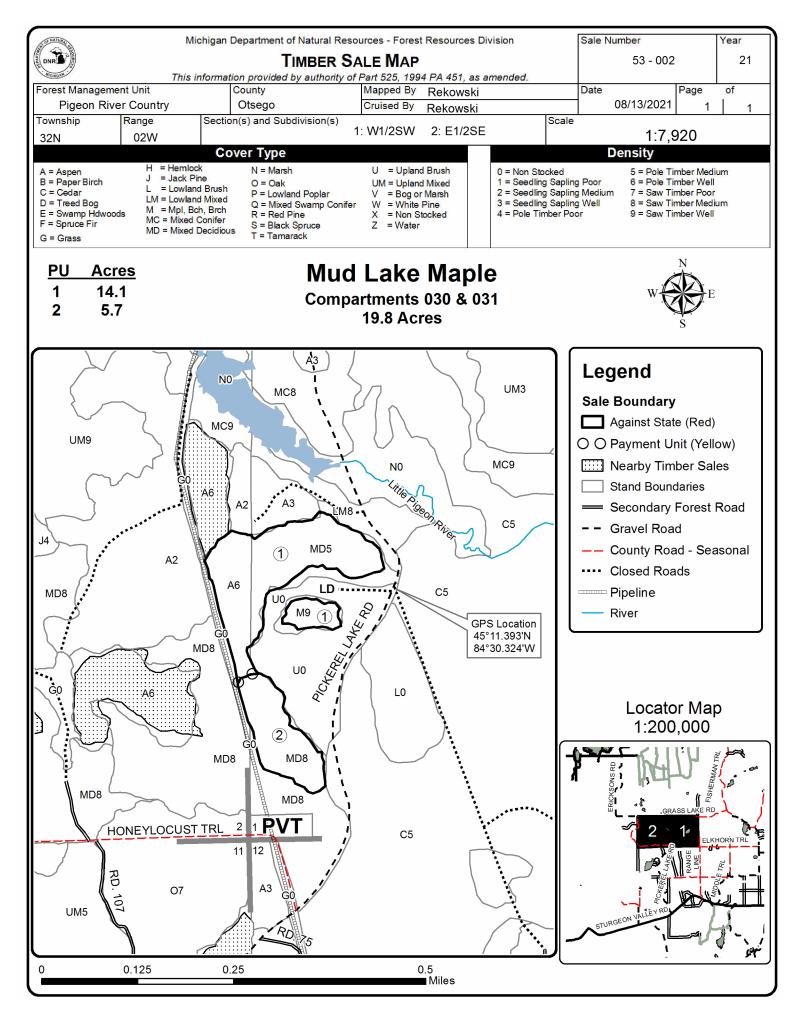
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

### **6 - Safety and Fire Prevention**

6.2 - Signing

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Pickerel Lake Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



# TIMBER SALE INFORMATION

#### <u>Tin Shanty Aspen (53-009-21)</u> T31N, R01W, SEC. 21. Otsego County (Advertised Price \$21,632.10)

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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 Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	ADVE	RTISED PRICE
Sawtimber				
Red Maple	3.5	MBF	\$	46.00 / MBF
Pulpwood				
Balsam Fir	25	Cords	\$	19.70 / Cord
Quaking Aspen	1,270	Cords	\$	15.50 / Cord
Red Maple	14	Cords	\$	12.55 / Cord
White Pine	38	Cords	\$	24.15 / Cord
White Spruce	13	Cords	\$	15.40 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 9.53 percent. There are an estimated 1,219 cords on this timber sale, plus or minus 116 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 \$2,163.00 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:

IT NUMBER	PERCENT OF TOTAL SALE VALUE
01	13.1%
02	71.3%
03	15.6%

4. If no cutting takes place, the 10% down payment will not be refunded.

5. Operations on the contract issued will terminate on 06/30/2025.

#### SALE STATISTICS

PAYMENT UNIT

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

#### SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

VOLUME			STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET TOTAL CORDS		PERCENT ERROR	MINIMUM	MAXIMUM
96,267	1,219	9.53%	1,102	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.

	VOLUME			RANGE IN CORDS	
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
36	77,999	987	12.30%	866	1,109
38	12,986	164	22.82%	127	202
40	17,042	216	16.42%	180	251
TOTAL:	108,027	1,367		1,173	1,562

### 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.

40 TOTAL:	32.9	5	32.9
40	6.9	3	6.9
38	6.5	1	6.5
36	19.5	2	19.5
VDU	<b>VDU ACRES</b>	PU	PU ACRES

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Quaking Aspen	Pulpwood	130	Cords	6.5	\$2,836.10
	White Pine		34	Cords		
2	Red Maple	Sawtimber	3.5	MBF	19.5	\$15,413.40
	Balsam Fir	Pulpwood	25	Cords		
	Quaking Aspen		928	Cords		
	Red Maple		14	Cords		
	White Spruce		13	Cords		
3	Quaking Aspen	Pulpwood	212	Cords	6.9	\$3,382.60
	White Pine		4	Cords		
		TOTAL:	3.5	MBF		
		TOTAL:	1,360	Cords		

### Sale Specific Conditions & Requirements

### Sale Name: Tin Shanty Aspen

Sale Number: 53-009-21 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. Interior retention patches are marked with a red "X"; no harvesting activities may occur within these areas. 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) 1-3, cut all trees that are two (2) inches or more at DBH, except do not cut oak, basswood, or green marked trees. In addition, in Payment Unit 1, do not cut any white pine or spruce over 10 inches at DBH. Do not cut black cherry over 5 inches at DBH in any Payment Unit.

### 4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

#### 4.1.7 - Road closure (10/11)

Overgrown roads that are reopened must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks.

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. 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.

### 4.4 - Access

4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

### 5 - Operations

- 5.1 Notification
  - 5.1.3 Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. A pipeline borders the east side of Payment Unit 1. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

# 5.2 - Conduct of Operations

## 5.2.1 - Slash

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

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. All decking and hauling operations must take place around the perimeter of the maintained opening. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

## 5.2.1.11 - Slash for reforestation (3/21)

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

# 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-3, cutting, skidding, and hauling are limited to the period of December 1 to March 1. This restriction is in place to reduce damage to the adjacent maintained wildlife openings.

## 5.2.4 - Dead and Down Creation

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

All trees marked with a "X" of orange or blue paint must be pushed over with the root ball still attached 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. In addition, do not cut any black cherry over 5 inches at DBH. 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.

### 5.4 - 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)

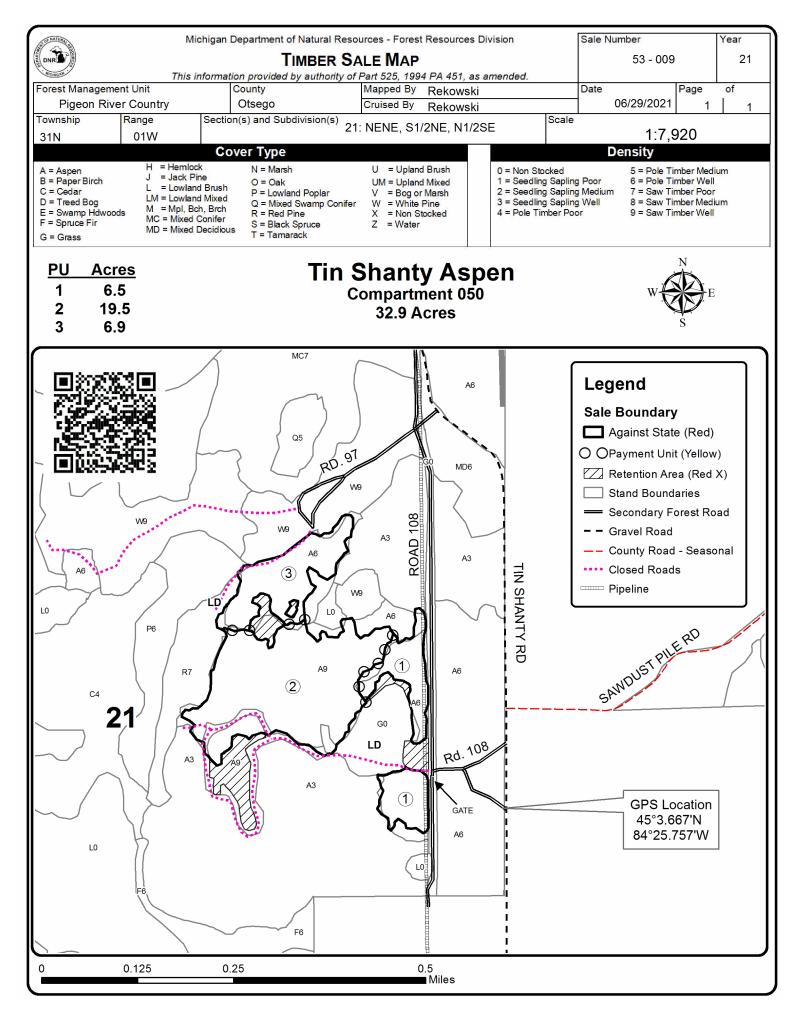
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

# **6 - Safety and Fire Prevention**

# 6.2 - Signing

# 6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Tin Shanty Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



### TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

### **BID FORM**

Mud Lake Maple (53-002-21)

# T32N, R02W, SEC. 1; T32N, R02W, SEC. 2; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on October 14, 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.

E/UNIT
-

\*The volumes are statistically estimated within plus (+) or minus (-) 10.10 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 SECU	JRITY NUMBER:	<sup>_</sup>
Company or individual bidding:			
Company representative's name:			
Address:			_
City:	State:	Zip:	

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: \_\_\_\_\_\_ Date:\_\_\_\_\_ Date:\_\_\_\_\_

Phone 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

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 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended. VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE					
sale	<ul> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.</li> </ul>					
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa			Certificate of Insurance must be submitted within timber sale contract.		
• All	Information must be typed or printed	except for written s	signatures.			
Please	Check Appropriate Categories:					
-	business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):			
	Sole Proprietorship (individual)					
	Partnership					
C. L	Corporation					
2. You	u <b>must</b> 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		
	<ul> <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 questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-</li> </ul>					
	one (21) days of the contract award.					
	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").					
	Full-time Er	nnlovees		Part-time Employees		
		npioyees				
Name of E	Business		Federal ID (or)	Social Security No.		
Address			Telephone			
Otto		04-4-	()			
City		State	ZIP			
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.						
Signature of Owner or Authorized Representative						
Title	Title Date					

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**

\_\_\_\_\_ Date:\_\_\_\_\_

### <u>Tin Shanty Aspen (53-009-21)</u> T31N, R01W, SEC. 21; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on October 14, 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 Sawtimber	ESTIMATED VOLUME*		ADVERTISED PRICE		BID PRICE/UNIT
Red Maple	3.5	MBF	\$	46.00/MBF	\$
Pulpwood					
Balsam Fir	25	Cords	\$	19.70/Cord	\$
Quaking Aspen	1,270	Cords	\$	15.50/Cord	\$
Red Maple	14	Cords	\$	12.55/Cord	\$
White Pine	38	Cords	\$	24.15/Cord	\$
White Spruce	13	Cords	\$	15.40/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 9.53 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 SECUR	ITY NUMBER:	<sup>-</sup>
Company or individual bidding:			
Company representative's name:			
Address:			_
City:	State:2	Zip:	_

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature:

Phone 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

I OF NATURAL	Michigan Department of Natur Forest Resources Div			FOR DEPARTMENT USE ONLY Sale Number (XX – XXX – XX – XX)		
a DNR	TIMBER SAL	E		Sale Number $(XX - XXX - XX - XX)$		
CHIG	VERIFICATION OF WORKE	R'S DISABILIT	v I	Forest Management Lipit.		
				Forest Management Unit:		
		-	, L			
VEDIE	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.		RUANCE		
	ICATION OF WORKER'S DISABILIT					
sa	<ul> <li>This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.</li> </ul>					
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awar			Certificate of Insurance must be submitted within timber sale contract.		
• Al	Information must be typed or printed	except for written s	signatures.			
Please	Check Appropriate Categories:					
	y business is organized as (you <b>must</b>	check <u>one</u> of the	boxes below):			
	Sole Proprietorship (individual)					
	Partnership					
C.	Corporation					
2. Yo	ou <b>must</b> 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 t	he sole proprietor. I am not subject to the		
	<ul> <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 questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-</li> </ul>					
	<ul> <li>one (21) days of the contract award.</li> <li>3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").</li> </ul>					
	Full-time EmployeesPart-time Employees					
Name	Deciman					
Name of	Business		Federal ID (or) S	ocial Security No.		
Address			Telephone			
			( )			
City		State	ZIP			
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.						
Title	Title Date					

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

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