

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7280</u>

# <u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on August 17, 2023. <u>LOCATION:</u> PIGEON RIVER COUNTRY MGMT UNIT, PO BOX 456, 9966 TWIN LAKES ROAD, VANDERBILT, MI 49795.

<u>PROSPECTUS NOTE</u>: 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:

End of the Line Aspine (53-027-22) / T34N, R01W, SEC. 28, W1/2SW. T34N, R01W, SEC. 29, N1/2SE,SESE. Cheboygan County, Advertised Price \$14,227.00, 53.8 Acres, Aspen, Red Pine.

SALE NOTE: Please note the potential need for fill material and/or timber mats, as discussed in specs 4.2.2 and 5.2.17, respectively. Also, note seasonal operating restrictions in spec 5.2.3.1.

No Way Out Aspen (53-030-22) / T34N, R01W, SEC. 20, NENW,S1/2NW,SWNE,NWSE. Cheboygan County, Advertised Price \$10,606.00, 37.1 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: The only access to this timber sale is through private property. Per spec 4.4.1, it is the responsibility of the Purchaser to obtain permission from the private landowner. Please also note seasonal operating restrictions in spec 5.2.3.1 and the potential need for fill and/or timber mats in specs 4.2.2 and 5.2.17, respectively.

Access may be through private land.

### BID INSTRUCTIONS (VER. 10/10/2022):

### 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 August 17, 2023. For further information concerning this sale, contact Mark Monroe at 989-983-4101 extension.

### 2. Bidder's Qualifications (10/22)

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. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. 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. Worker's Compensation (10/22)

Purchaser shall obtain worker's 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. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

## 10. Timber Sale Contract (10/22)

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).

### 11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

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.

# 12. Certification and Chain-of-Custody (10/22)

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.

# 13. Good Neighbor Authority (GNA) Requirements (10/22)

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).

14. Good Neighbor Authority (GNA) Requirements, con't (10/22)

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.

SHANNON LOTT, Acting Director

# TIMBER SALE INFORMATION

#### End of the Line Aspine (53-027-22) T34N, R01W, SEC. 28; T34N, R01W, SEC. 29. Cheboygan County (Advertised Price \$14,227.00)

SALE NOTE: Please note the potential need for fill material and/or timber mats, as discussed in specs 4.2.2 and 5.2.17, respectively. Also, note seasonal operating restrictions in spec 5.2.3.1.

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 | ED UNITS* | ADVE | RTISED PRICE |
|--------------------|----------|-----------|------|--------------|
| Sawtimber          |          |           |      |              |
| Red Pine           | 85.5     | MBF       | \$   | 49.00 / MBF  |
| Pulpwood           |          |           |      |              |
| Balsam Fir         | 93       | Cords     | \$   | 9.30 / Cord  |
| Jack Pine          | 45       | Cords     | \$   | 4.70 / Cord  |
| Mixed Aspen        | 568      | Cords     | \$   | 9.50 / Cord  |
| Red Maple          | 31       | Cords     | \$   | 6.60 / Cord  |
| Red Pine           | 135      | Cords     | \$   | 22.65 / Cord |
| White Pine         | 35       | Cords     | \$   | 8.65 / Cord  |

\* The total volume is statistically estimated within plus (+) or minus (-) 19.05 percent. There are an estimated 1,087 cords on this timber sale, plus or minus 207 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 \$1,423.00 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                  | 31.4%                       |
| 02                  | 39.1%                       |
| 03                  | 29.5%                       |

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

5. Operations on the contract issued will terminate on 06/30/2026.

#### 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           |             | VOLUME        |                 | STATISTICAL RANGE IN CORDS |  |
|------------------|-------------|---------------|-----------------|----------------------------|--|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM MAXIMUM |                            |  |
| 85,883           | 1,087       | 19.05%        | 880             | 1,294                      |  |

#### **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 |
| 53     | 18,446           | 233         | 39.17%        | 142      | 325     |
| 54     | 36,001           | 456         | 35.60%        | 293      | 618     |
| 113    | 31,436           | 398         | 29.10%        | 282      | 514     |
| TOTAL: | 85,883           | 1,087       |               | 718      | 1,457   |

#### 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 |
|--------|-----------|----|----------|
| 53     | 13.3      | 1  | 13.3     |
| 54     | 22.5      | 2  | 22.5     |
| 113    | 18.0      | 3  | 18.0     |
| TOTAL: | 53.8      |    | 53.8     |

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

| PU | MARKET GROUP  | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|---------------|-----------|----------|-------|-------|-----------------|
| 1  | Red Pine      | Sawtimber | 48.2     | MBF   | 13.3  | \$4,461.05      |
|    | Balsam Fir    | Pulpwood  | 5        | Cords |       |                 |
|    | Mixed Aspen   |           | 29       | Cords |       |                 |
|    | B. T. Aspen   |           | 14       | Cords |       |                 |
|    | Quaking Aspen |           | 15       | Cords |       |                 |
|    | Red Maple     |           | 22       | Cords |       |                 |
|    | Red Pine      |           | 69       | Cords |       |                 |
|    | White Pine    |           | 8        | Cords |       |                 |
|    | White Pine    | Sawtimber | 1.8      | MBF   |       |                 |
|    | White Pine    | Pulpwood  | 4        | Cords |       |                 |
| 2  | Red Pine      | Sawtimber | 22.8     | MBF   | 22.5  | \$5,569.10      |
|    | Balsam Fir    | Pulpwood  | 27       | Cords |       |                 |
|    | Jack Pine     |           | 15       | Cords |       |                 |
|    | Jack Pine     |           | 15       | Cords |       |                 |
|    | Mixed Aspen   |           | 308      | Cords |       |                 |
|    | B. T. Aspen   | Sawtimber | 13.6     | MBF   |       |                 |
|    | B. T. Aspen   | Pulpwood  | 248      | Cords |       |                 |
|    | Quaking Aspen |           | 33       | Cords |       |                 |
|    | Red Maple     |           | 9        | Cords |       |                 |
|    | Red Pine      |           | 41       | Cords |       |                 |
|    | White Pine    |           | 25       | Cords |       |                 |
|    | White Pine    | Sawtimber | 1.6      | MBF   |       |                 |
|    | White Pine    | Pulpwood  | 22       | Cords |       |                 |
| 3  | Red Pine      | Sawtimber | 14.5     | MBF   | 18.0  | \$4,196.85      |
|    | Balsam Fir    | Pulpwood  | 61       | Cords |       |                 |
|    | Jack Pine     |           | 30       | Cords |       |                 |
|    | Jack Pine     | Sawtimber | 2.1      | MBF   |       |                 |
|    | Jack Pine     | Pulpwood  | 26       | Cords |       |                 |
|    | Mixed Aspen   |           | 231      | Cords |       |                 |
|    | B. T. Aspen   | Sawtimber | 6.8      | MBF   |       |                 |
|    | B. T. Aspen   | Pulpwood  | 55       | Cords |       |                 |
|    | Quaking Aspen |           | 162      | Cords |       |                 |
|    | Red Pine      |           | 25       | Cords |       |                 |
|    | White Pine    |           | 2        | Cords |       |                 |
|    | White Pine    | Sawtimber | 0.5      | MBF   |       |                 |
|    | White Pine    | Pulpwood  | 1        | Cords |       |                 |
|    |               | TOTAL:    | 85.5     | MBF   |       |                 |
|    |               | TOTAL:    | 907      | Cords |       |                 |

### Sale Specific Conditions & Requirements

#### Sale Name: End of the Line Aspine

Sale Number: 53-027-22 Seq#: 3

### 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.

### 2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) #'s 2-3, cut all trees that are two (2) inches or more at DBH except do not cut any green marked trees, and do not cut any red or white pine trees less than five (5) inches DBH. In addition, do not cut any black cherry trees greater than five (5) inches DBH.

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

Within Payment Unit(s) #1, cut all trees that are two (2) inches or more at DBH except do not cut paper birch and trees marked with green paint above and below stump height. In addition, do not cut any red or white pine trees less than five (5) inches DBH.

### 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 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 red pine and white pine seedlings and saplings that are less than five (5) inches DBH. Within the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$500 per acre for all acreage within that specified portion of the sale area that was damaged.

#### 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.

#### 4.1.6 - 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.

4.1.12 - 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

# 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. The specific area where fill may be needed is the unimproved road section that is noted on page 2 of the timber sale map. 3B crushed limestone must be used as fill material. Sand or gravel may not be sourced from adjacent State-owned lands.

## 4.2.4 - Grading (10/16)

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

### 4.4 - Access

4.4.3 - Access gate (12/08)

The access gate must be locked at all times. This is to prevent someone other than the Purchaser from going through the gate and being locked in.

### 5 - Operations

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

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

Within Payment Unit(s) #'s 1-3 cutting, skidding, and hauling are limited to the period of December 1 to March 15. This restriction is in place to limit damage to the food plots and hunter walking trails which fall on the access roads to this sale.

### 5.2.4 - Dead and Down Creation

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

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

5.2.4.7 - Dead and down creation: hare, grouse, deer and other species (5/15)

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over all trees marked with an orange "X" or a pink "D". These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over.

### 5.2.17 - Timber Mats and Interlocking Composite Mats (10/20)

The access road to this timber sale may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. Specifically, at least 75 feet of road may need timber mats, as shown on the 2nd page of

the Timber Sale Map. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office and the Marquette ICC. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

#### 5.2.21 - Chains (6/11)

To help promote scarification and natural pine regeneration, it is required that rubber wheeled harvesters and forwarders run with chains if the sale is cut by a round-wood crew. If the sale is whole tree harvested with grapple skidders the chains will not be needed.

If the producer shows that they can adequately scarify the site without chains this specification can be waived by the sale administrator. Contact the sale administrator for further details.

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

Do not cut or damage hawthorn or juneberry (serviceberry). These woody-shrub plants are highly beneficial to various wildlife species. Some of these clumps have been marked with green paint. In addition, do not cut any black cherry greater than five (5) inches DBH in any of the Payment Units.

### 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)

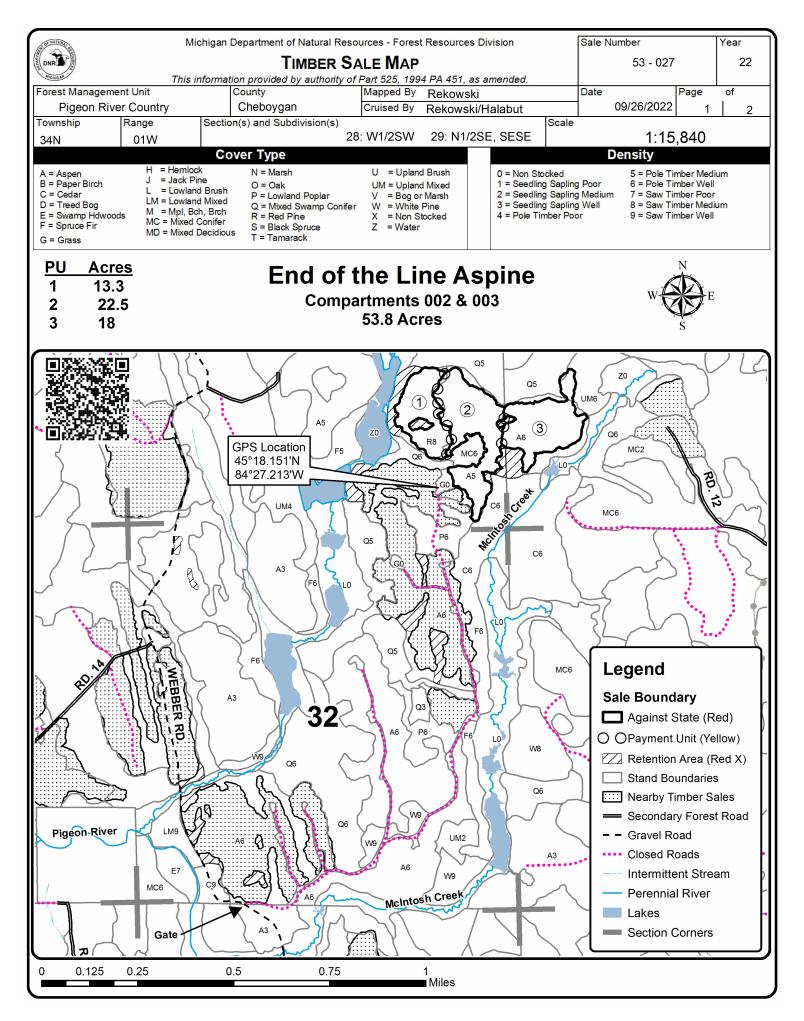
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

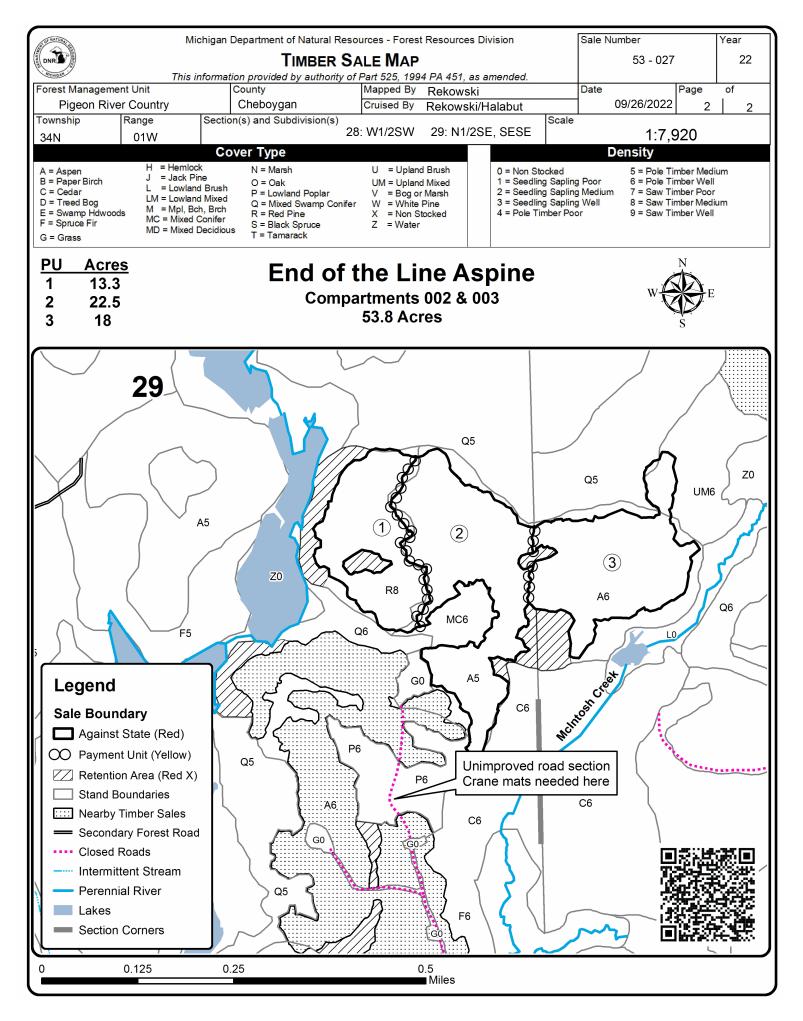
#### 5.8 - Protection of Endangered Species

#### 5.8.3 - 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 (NLP). 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.





# TIMBER SALE INFORMATION

#### <u>No Way Out Aspen (53-030-22)</u> T34N, R01W, SEC. 20. Cheboygan County (Advertised Price \$10,606.00)

SALE NOTE: The only access to this timber sale is through private property. Per spec 4.4.1, it is the responsibility of the Purchaser to obtain permission from the private landowner. Please also note seasonal operating restrictions in spec 5.2.3.1 and the potential need for fill and/or timber mats in specs 4.2.2 and 5.2.17, respectively.

#### Access may be through private 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 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 | <u>ESTIMATE</u> | D UNITS* | <u>ADVE</u> | ERTISED PRICE |
|--------------------|-----------------|----------|-------------|---------------|
| Pulpwood           |                 |          |             |               |
| Balsam Fir         | 354             | Cords    | \$          | 9.30 / Cord   |
| Mixed Aspen        | 665             | Cords    | \$          | 9.50 / Cord   |
| Mixed Spruce       | 107             | Cords    | \$          | 7.75 / Cord   |
| Paper Birch        | 7               | Cords    | \$          | 5.95 / Cord   |
| Red Maple          | 19              | Cords    | \$          | 6.60 / Cord   |

\* The total volume is statistically estimated within plus (+) or minus (-) 17.38 percent. There are an estimated 1,137 cords on this timber sale, plus or minus 198 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 \$1,061.00 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                  | 53.6%                       |
| 02                  | 46.4%                       |

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

5. Operations on the contract issued will terminate on 06/30/2026.

#### 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 | MINIMUM        | MAXIMUM       |
| 89,802           | 1,137       | 17.38%        | 939            | 1,334         |

#### **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           |             | VOLUME        |         |         | RANGE IN CORDS |  |
|--------|------------------|-------------|---------------|---------|---------|----------------|--|
| VDU    | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |                |  |
| 11     | 47,244           | 598         | 26.34%        | 441     | 756     |                |  |
| 20     | 42,558           | 539         | 23.58%        | 412     | 666     |                |  |
| TOTAL: | 89,802           | 1,137       |               | 852     | 1,421   |                |  |

#### 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 |
|--------|-----------|----|----------|
| 11     | 20.9      | 1  | 20.9     |
| 20     | 16.2      | 2  | 16.2     |
| TOTAL: | 37.1      |    | 37.1     |

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

| PU | MARKET GROUP  | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|---------------|-----------|----------|-------|-------|-----------------|
| 1  | Balsam Fir    | Pulpwood  | 138      | Cords | 20.9  | \$5,682.65      |
|    | Mixed Aspen   |           | 428      | Cords |       |                 |
|    | B. T. Aspen   | Sawtimber | 2.9      | MBF   |       |                 |
|    | Quaking Aspen |           | 11.4     | MBF   |       |                 |
|    | B. T. Aspen   | Pulpwood  | 7        | Cords |       |                 |
|    | Quaking Aspen |           | 392      | Cords |       |                 |
|    | Mixed Spruce  |           | 43       | Cords |       |                 |
|    | White Spruce  |           | 43       | Cords |       |                 |
| 2  | Balsam Fir    | Pulpwood  | 216      | Cords | 16.2  | \$4,923.35      |
|    | Mixed Aspen   |           | 237      | Cords |       |                 |
|    | B. T. Aspen   | Sawtimber | 1.2      | MBF   |       |                 |
|    | B. T. Aspen   | Pulpwood  | 35       | Cords |       |                 |
|    | Quaking Aspen |           | 200      | Cords |       |                 |
|    | Mixed Spruce  |           | 64       | Cords |       |                 |
|    | Black Spruce  |           | 11       | Cords |       |                 |
|    | White Spruce  |           | 53       | Cords |       |                 |
|    | Paper Birch   |           | 7        | Cords |       |                 |
|    | Red Maple     |           | 19       | Cords |       |                 |
|    | Red Maple     | Sawtimber | 1.4      | MBF   |       |                 |
|    | Red Maple     | Pulpwood  | 16       | Cords |       |                 |
|    |               | TOTAL:    | 1,152    | Cords |       |                 |

### Sale Specific Conditions & Requirements

Sale Number: 53-030-22 Seg#: 3

### Sale Name: No Way Out Aspen

#### 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 blue, red and green paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with green paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. Red, blue, and green 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) #'s 1-2, cut all trees that are two (2) inches or more at DBH except for cedar, red and white oak, elm, and yellow marked trees. In addition, do not cut any black cherry or juneberry (serviceberry) greater than 5 inches DBH.

#### 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.

#### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) #'s 1-2, all wood must be removed by roundwood. No chipping is permitted.

#### 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.

#### 4.1.6 - 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 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.

#### 4.2 - 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. Fill material must be 3B crushed limestone. Sand or gravel may not be sourced from adjacent State-owned lands.

4.4 - Access

### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations.

### 5 - Operations

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

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

Within Payment Unit(s) #'s 1-2 cutting, skidding, and hauling are limited to the winter months of December 1 to March 1. This restriction is because of wet ground throughout the timber sale area. No exceptions will be granted.

### 5.2.4 - Dead and Down Creation

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

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed. In addition, all areas of blowdown must be left intact and equipment may only operate around the perimeter of these areas.

5.2.4.7 - Dead and down creation: hare, grouse, deer and other species (5/15)

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over all trees marked with an orange "X". These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over.

### 5.2.17 - Timber Mats and Interlocking Composite Mats (10/20)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. At least 100 feet of road may need extra protection at the location shown on the Timber Sale Map. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office and the Marquette ICC. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$700.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats.

### 5.2.18 - Equipment requirements (1/09)

All rubber wheeled logging equipment operating within the timber sale area must be equipped with tracks to protect the wet ground from rutting damage.

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

Do not cut or damage hawthorn or juneberry (serviceberry). Many, but not all, of the juneberry clumps have been marked with yellow paint. In addition, do not cut any black cherry trees over five (5) inches DBH. These woody-shrub plants are highly beneficial to various wildlife species.

### 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.

### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the wet soil conditions that are present throughout most of PU #1 and portions of PU #2.

### 5.8 - Protection of Endangered Species

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

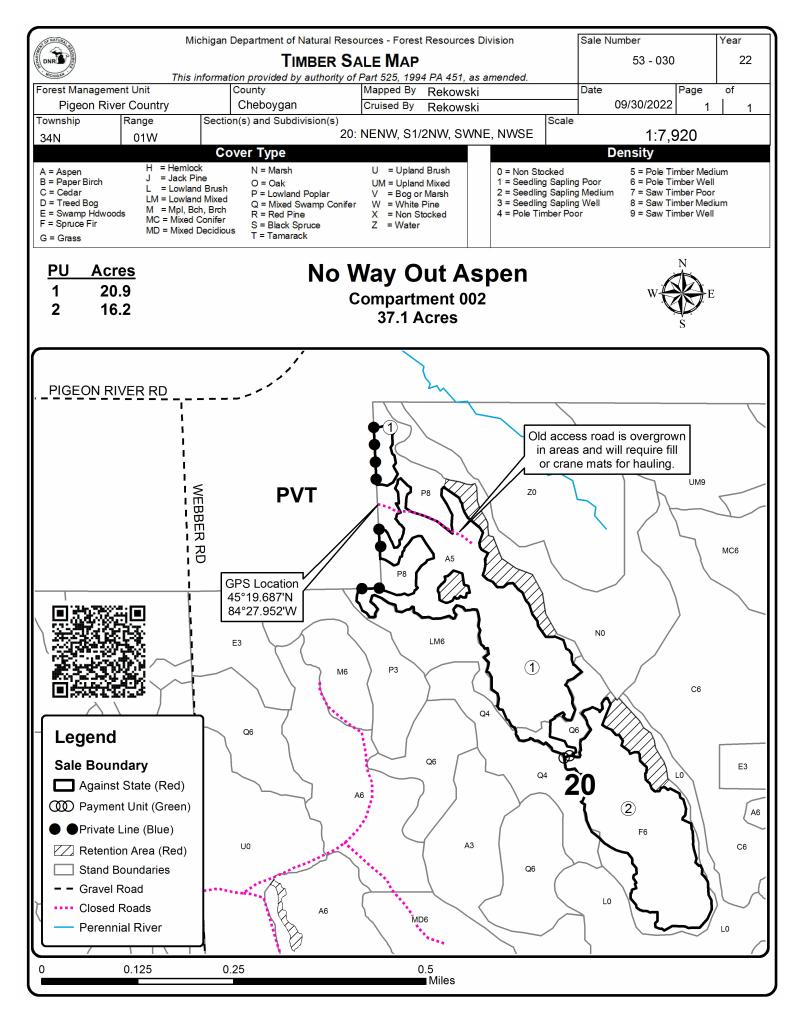
All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

### 7 - Other Conditions

### 7.2 - Extensions

### 7.2.5 - Weather related extension (1/13)

If weather conditions during the operating period of this contract prevent harvesting, this sale may qualify for a weather related extension. If approved, the normal extension fee would be waived. To qualify, there must be a documented attempt each year to harvest in the difficult portion of the sale.



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

#### **BID FORM**

End of the Line Aspine (53-027-22)

# T34N, R01W, SEC. 28; T34N, R01W, SEC. 29; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on August 17, 2023, 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<br>Sawtimber | ESTIMATED | VOLUME* | AD | VERTISED PRICE | BID PRICE/UNIT |
|---------------------------------|-----------|---------|----|----------------|----------------|
| Red Pine                        | 85.5      | MBF     | \$ | 49.00/MBF      | \$             |
| Pulpwood                        |           |         |    |                |                |
| Balsam Fir                      | 93        | Cords   | \$ | 9.30/Cord      | \$             |
| Jack Pine                       | 45        | Cords   | \$ | 4.70/Cord      | \$             |
| Mixed Aspen                     | 568       | Cords   | \$ | 9.50/Cord      | \$             |
| Red Maple                       | 31        | Cords   | \$ | 6.60/Cord      | \$             |
| Red Pine                        | 135       | Cords   | \$ | 22.65/Cord     | \$             |
| White Pine                      | 35        | Cords   | \$ | 8.65/Cord      | \$             |

\*The volumes are statistically estimated within plus (+) or minus (-) 19.05 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                    | te: 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<br>Forest Resources Div   |                         |                 | FOR DEPARTMENT USE ONLY<br>Sale Number (XX – XXX – XX – XX)                |  |  |  |
|--|--|-------------------------|-----------------|--|--|--|--|
| add Michigan - 67  | TIMBER SAL   | E                       |                 |  |  |  |  |
|  | VERIFICATION OF WORKE  | R'S DISABII IT          | Y               | Forest Management Unit:  |  |  |  |
|  |  |                         | •               | Forest Management Onit.  |  |  |  |
|  |  | -                       | - d             |  |  |  |  |
|  | As required by Act 317, P.A. 1969 (Work<br>Part 5 of Act 451 of 1994, as   | amended.                |                 |  |  |  |  |
|  | CATION OF WORKER'S DISABILIT   |                         |                 |  |  |  |  |
| sale   | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  |                         |                 |  |  |  |  |
|  | addition, if boxes 2B or 2C are check<br>enty-one (21) days of the contract awa  |                         |                 | Certificate of Insurance must be submitted within<br>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<br>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.   |                         |                 |  |  |  |  |
|  | ou have checked item 2(A) or 2(B),<br>n yourself, including family members   |                         |                 | of <b>both</b> full-time and part-time employees, other u must enter "0"). |  |  |  |
|  | Full-time Er   | nnlovees                |                 | Part-time Employees  |  |  |  |
|  |  | npioyees                |                 |  |  |  |  |
| Name of E  | Business   |                         | Federal ID (or) | Social Security No.  |  |  |  |
|  |  |                         |                 |  |  |  |  |
| Address  |  |                         | Telephone       |  |  |  |  |
| Otto   |  | 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   |                         |                 |  |  |  |  |
|  |  |                         | Dat             | -  |  |  |  |
|  |  |                         |                 |  |  |  |  |
|  |  |                         |                 |  |  |  |  |
|  |  |                         |                 |  |  |  |  |

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

### No Way Out Aspen (53-030-22) T34N, R01W, SEC. 20; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on August 17, 2023, 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<br>Pulpwood | <u>ESTIMATED</u> | VOLUME* | <u>ADVI</u> | ERTISED PRICE | BID PRICE/UNIT |
|--------------------------------|------------------|---------|-------------|---------------|----------------|
| Balsam Fir                     | 354              | Cords   | \$          | 9.30/Cord     | \$             |
| Mixed Aspen                    | 665              | Cords   | \$          | 9.50/Cord     | \$             |
| Mixed Spruce                   | 107              | Cords   | \$          | 7.75/Cord     | \$             |
| Paper Birch                    | 7                | Cords   | \$          | 5.95/Cord     | \$             |
| Red Maple                      | 19               | Cords   | \$          | 6.60/Cord     | \$             |

\*The volumes are statistically estimated within plus (+) or minus (-) 17.38 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 | RITY 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:\_\_\_\_\_

Phone number :\_\_\_\_\_\_ Email (optional):\_\_\_\_\_

| NTOF NATURAL ACTION  | Michigan Department of Natur<br>Forest Resources Div   |                         |                 | FOR DEPARTMENT USE ONLY<br>Sale Number (XX – XXX – XX – XX)                |  |  |  |
|--|--|-------------------------|-----------------|--|--|--|--|
| add Michigan - 67  | TIMBER SAL   | E                       |                 |  |  |  |  |
|  | VERIFICATION OF WORKE  | R'S DISABII IT          | Y               | Forest Management Unit:  |  |  |  |
|  |  |                         | •               | Forest Management Onit.  |  |  |  |
|  |  | -                       | - d             |  |  |  |  |
|  | As required by Act 317, P.A. 1969 (Work<br>Part 5 of Act 451 of 1994, as   | amended.                |                 |  |  |  |  |
|  | CATION OF WORKER'S DISABILIT   |                         |                 |  |  |  |  |
| sale   | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  |                         |                 |  |  |  |  |
|  | addition, if boxes 2B or 2C are check<br>enty-one (21) days of the contract awa  |                         |                 | Certificate of Insurance must be submitted within<br>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<br>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.   |                         |                 |  |  |  |  |
|  | ou have checked item 2(A) or 2(B),<br>n yourself, including family members   |                         |                 | of <b>both</b> full-time and part-time employees, other u must enter "0"). |  |  |  |
|  | Full-time Er   | nnlovees                |                 | Part-time Employees  |  |  |  |
|  |  | npioyees                |                 |  |  |  |  |
| Name of E  | Business   |                         | Federal ID (or) | Social Security No.  |  |  |  |
|  |  |                         |                 |  |  |  |  |
| Address  |  |                         | Telephone       |  |  |  |  |
| Otto   |  | 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   |                         |                 |  |  |  |  |
|  |  |                         | Dat             | -  |  |  |  |
|  |  |                         |                 |  |  |  |  |
|  |  |                         |                 |  |  |  |  |
|  |  |                         |                 |  |  |  |  |

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

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