

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN <u>TIMBER SALE PROSPECTUS #7490</u>

# <u>SCHEDULED SALE DATE AND TIME:</u> 9:00 a.m. (local time) on September 26, 2024. <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:

<u>Farm Fresh Hardwoods</u> (53-024-24) / T31N, R01W, SEC. 11, N1/2NW,SENW,NE,NESW,N1/2SE. T31N, R01W, SEC. 12, SWNW. T31N, R01W, SEC. 2 , S1/2NW,SW,S1/2SE. T31N, R01W, SEC. 3 , NESE. Otsego County, Advertised Price \$34,017.95, 252.5 Acres, Hardwood, Sugar Maple.

## 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 September 26, 2024. 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.

Scott Bowen Director

# TIMBER SALE INFORMATION

#### Farm Fresh Hardwoods (53-024-24)

T31N, R01W, SEC. 11; T31N, R01W, SEC. 12; T31N, R01W, SEC. 2; T31N, R01W, SEC. 3.

Otsego County (Advertised Price \$34,017.95)

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:

ESTIMATED UNITS*		ADV	ADVERTISED PRICE		
73.3	MBF	\$	54.00 / MBF		
75.8	MBF	\$	189.00 / MBF		
530	Cords	\$	10.10 / Cord		
13	Cords	\$	18.55 / Cord		
774	Cords	\$	13.10 / Cord		
	73.3 75.8 530 13	73.3 MBF 75.8 MBF 530 Cords 13 Cords	73.3 MBF \$ 75.8 MBF \$ 530 Cords \$ 13 Cords \$		

\* The total volume is statistically estimated within plus (+) or minus (-) 14.91 percent. There are an estimated 1,666 cords on this timber sale, plus or minus 249 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:

PAYMENT UNIT

- 1. A bond in the amount of \$3,402.00 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:

PERCENT OF TOTAL SALE VALUE
16.7%
14.7%
11.2%
12.3%
9.1%
13.7%
12.4%
9.9%

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

5. Operations on the contract issued will terminate on 06/30/2027.

#### 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.

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
131,631	1,666	14.91%	1,418	1,915

#### **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
8	40,389	511	25.98%	378	644
40	91,242	1,155	18.32%	943	1,367
TOTAL:	131,631	1,666		1,322	2,011

#### 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
8	82.6	1	43.7
		2	38.9
40	169.9	3	27.8
		4	30.6
		5	22.5
		6	33.8
		7	30.8
		8	24.4
TOTAL:	252.5		252.5

# DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	8.1	MBF	43.7	\$5,668.90
	Sugar Maple		13.6	MBF		
	Basswood	Pulpwood	78	Cords		
	Mixed Hardwood		143	Cords		
	Beech	Sawtimber	0.7	MBF		
	Beech	Pulpwood	2	Cords		
	Ironwood	.,	12	Cords		
	Sugar Maple		128	Cords		
2	Basswood	Sawtimber	7.3	MBF	38.9	\$5,015.50
-	Sugar Maple		12.1	MBF	00.0	\$0,010.00
	Basswood	Pulpwood	69	Cords		
	Mixed Hardwood		125	Cords		
	Beech	Sawtimber	0.7	MBF		
	Beech	Pulpwood	1	Cords		
	Ironwood	1 010000	9	Cords		
			9 114	Cords		
0	Sugar Maple	O su time h a m			07.0	¢0,000,50
3	Basswood	Sawtimber	9.5	MBF	27.8	\$3,823.50
	Sugar Maple	Dulau I	8.2	MBF		
	Basswood	Pulpwood	63	Cords		
	Mixed Aspen		2	Cords		
	B. T. Aspen		1	Cords		
	Quaking Aspen		1	Cords		
	Mixed Hardwood		83	Cords		
	Beech	Sawtimber	0.3	MBF		
	Beech	Pulpwood	3	Cords		
	Ironwood		4	Cords		
	Sugar Maple		75	Cords		
4	Basswood	Sawtimber	10.4	MBF	30.6	\$4,188.70
	Sugar Maple		9.0	MBF		
	Basswood	Pulpwood	69	Cords		
	Mixed Aspen		2	Cords		
	B. T. Aspen		1	Cords		
	Quaking Aspen		1	Cords		
	Mixed Hardwood		91	Cords		
	Beech	Sawtimber	0.3	MBF		
	Beech	Pulpwood	4	Cords		
	Ironwood		4	Cords		
	Sugar Maple		82	Cords		
5	Basswood	Sawtimber	7.7	MBF	22.5	\$3,093.10
	Sugar Maple		6.6	MBF		
	Basswood	Pulpwood	51	Cords		
	Mixed Aspen		2	Cords		
	B. T. Aspen		1	Cords		
	Quaking Aspen		1	Cords		
		1	-	Cords		
			67			
	Mixed Hardwood Beech	Sawtimber	67 0.2	MBF		
	Mixed Hardwood Beech	Sawtimber Pulpwood	0.2	MBF		
	Mixed Hardwood Beech Beech	Sawtimber Pulpwood	0.2 3	MBF Cords		
	Mixed Hardwood Beech Beech Ironwood		0.2 3 3	MBF Cords Cords		
6	Mixed Hardwood Beech Beech Ironwood Sugar Maple	Pulpwood	0.2 3 3 61	MBF Cords Cords Cords	33.6	\$4 644 25
6	Mixed Hardwood Beech Beech Ironwood Sugar Maple Basswood		0.2 3 3 61 11.5	MBF Cords Cords Cords MBF	33.8	\$4,644.25
6	Mixed Hardwood Beech Beech Ironwood Sugar Maple Basswood Sugar Maple	Pulpwood Sawtimber	0.2 3 61 11.5 10.0	MBF Cords Cords Cords MBF MBF	33.8	\$4,644.25
6	Mixed Hardwood Beech Beech Ironwood Sugar Maple Basswood Sugar Maple Basswood	Pulpwood	0.2 3 61 11.5 10.0 76	MBF Cords Cords Cords MBF MBF Cords	33.8	\$4,644.25
6	Mixed Hardwood Beech Beech Ironwood Sugar Maple Basswood Sugar Maple Basswood Mixed Aspen	Pulpwood Sawtimber	0.2 3 61 11.5 10.0 76 3	MBF Cords Cords Cords MBF MBF Cords Cords	33.8	\$4,644.25
6	Mixed Hardwood Beech Ironwood Sugar Maple Basswood Sugar Maple Basswood Mixed Aspen B. T. Aspen	Pulpwood Sawtimber	0.2 3 61 11.5 10.0 76 3 1	MBF Cords Cords Cords MBF MBF Cords Cords Cords	33.8	\$4,644.25
6	Mixed Hardwood Beech Beech Ironwood Sugar Maple Basswood Sugar Maple Basswood Mixed Aspen	Pulpwood Sawtimber	0.2 3 61 11.5 10.0 76 3	MBF Cords Cords Cords MBF MBF Cords Cords	33.8	\$4,644.25

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
6 con't	Beech	Sawtimber	0.4	MBF		
	Beech	Pulpwood	3	Cords		
	Ironwood		5	Cords		
	Sugar Maple		91	Cords		
7	Basswood	Sawtimber	10.5	MBF	30.8	\$4,226.10
	Sugar Maple		9.1	MBF		
	Basswood	Pulpwood	69	Cords		
	Mixed Aspen		2	Cords		
	B. T. Aspen		1	Cords		
	Quaking Aspen		1	Cords		
	Mixed Hardwood		92	Cords		
	Beech	Sawtimber	0.3	MBF		
	Beech	Pulpwood	4	Cords		
	Ironwood		4	Cords		
	Sugar Maple		83	Cords		
8	Basswood	Sawtimber	8.3	MBF	24.4	\$3,357.90
	Sugar Maple		7.2	MBF		
	Basswood	Pulpwood	55	Cords		
	Mixed Aspen		2	Cords		
	B. T. Aspen		1	Cords		
	Quaking Aspen		1	Cords		
	Mixed Hardwood		73	Cords		
	Beech	Sawtimber	0.3	MBF		
	Beech	Pulpwood	3	Cords		
	Ironwood		3	Cords		
	Sugar Maple		66	Cords		
		TOTAL:	149.1	MBF		
		TOTAL:	1,317	Cords		

#### Sale Specific Conditions & Requirements

#### Sale Name: Farm Fresh Hardwoods

Sale Number: 53-024-24 Seq#: 1

#### 1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red X's; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

#### 2 - Timber Specifications

- 2.1 Included Timber
  - 2.1.3 Cut tree marked unit(s) (12/08)

Within Payment Unit(s) 1-8, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 1-8. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$5.00 per tree will be assessed for every marked tree not cut.

## 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.6 - Road construction (4/24)

Construction of new roads or 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)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the Sale Administrator for specific details of design and placement.

#### 4.2 - Maintenance

## 4.2.4 - Grading (10/16)

For completion of the sale, and if deemed necessary by the Sale Administrator, state forest roads (open and closed roads) must be graded. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been

hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

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

5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife openings which are indicated by G0 on the Timber Sale Map. In addition, no equipment or logging operations are permitted in the opening on the north side of Payment Units 1, the opening on the north side of Payment Units 4-5, or the opening on the west side of Payment Units 6-8. However, fire control roads along the edges of these openings may be used by forwarders for skidding purposes. 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

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-8, cutting and skidding are not permitted during the period of March 15 to July 15. This restriction is because of bark slippage. 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.

#### 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.

5.2.40 - Pathway protection (10/10)

The Shore to Shore Trail and Sawdust Pile Trail is shown on the Timber Sale Map. Do not cut trees or damage posts with

blue pathway markers.

#### 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.

## 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 5.5 - Protection of Improvements

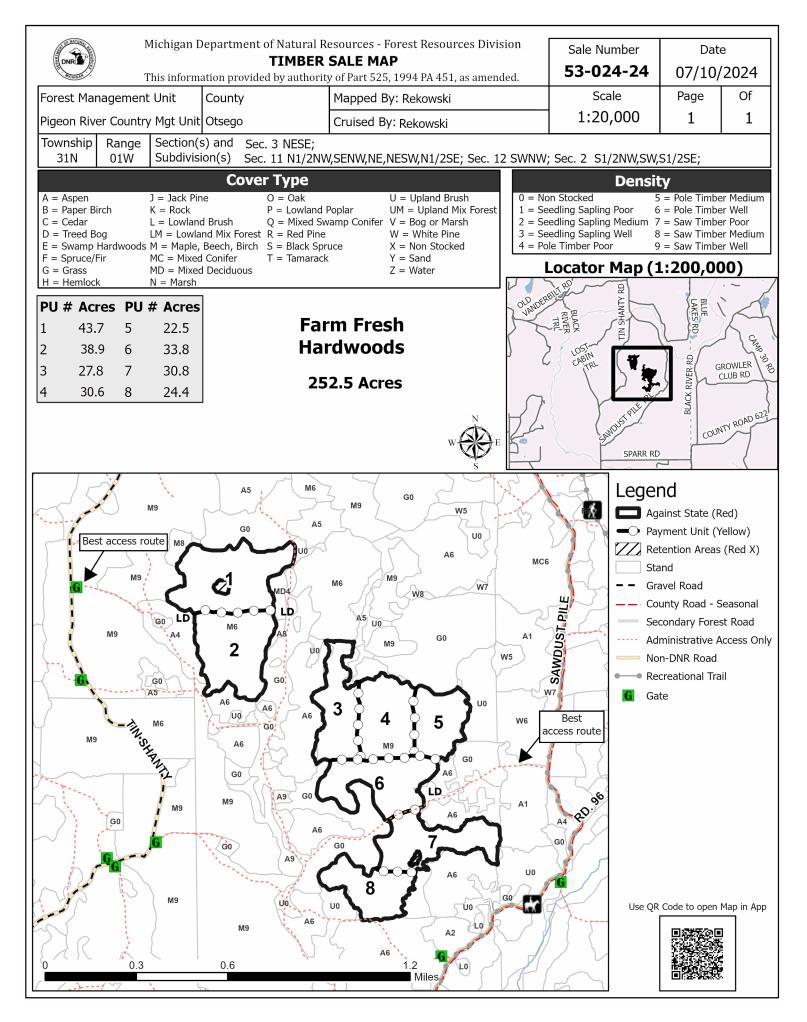
#### 5.5.3 - Protection of improvements detail (10/13)

The following are specific protection measures for this sale. Please note that there is a buried electric line just inside of the southwest edge of Payment Unit 8 on an old overgrown road. Avoid operating equipment along this edge of the Payment Unit boundary.

#### 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.



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

## **BID FORM**

Date:\_\_\_\_

Farm Fresh Hardwoods (53-024-24)

## T31N, R01W, SEC. 11; T31N, R01W, SEC. 12; T31N, R01W, SEC. 2; T31N, R01W,

In response to the notice of sale to be held 9:00 a.m. (local time) on September 26, 2024, 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	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Basswood	73.3	MBF	\$	54.00/MBF	\$
Sugar Maple	75.8	MBF	\$	189.00/MBF	\$
Pulpwood					
Basswood	530	Cords	\$	10.10/Cord	\$
Mixed Aspen	13	Cords	\$	18.55/Cord	\$
Mixed Hardwood	774	Cords	\$	13.10/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 14.91 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:	<del>-</del>
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:

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

NOF NATURAL PESSOL	Michigan Department of Natura Forest Resources Divi			FOR DEPARTMENT USE ONLY			
A DNR A	TIMBER SAL	E		Sale Number (XX – XXX – XX – XX)			
TCHIGH	VERIFICATION OF WORKE	- R'S DISABILITY		Forest Management Linit			
	COMPENSATION ACT C			Forest Management Unit:			
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	er's Compensation) and					
VERIFIC	ATION OF WORKER'S DISABILIT			IPLIANCE			
	verification must be completed and contract.	submitted within 21	days of cont	tract award and prior to the issuance of the timber			
	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.						
All In	formation must be typed or printed o	except for written sig	gnatures.				
Please C	heck Appropriate Categories:						
1. Myb	usiness is organized as (you <b>must</b>	check one of the bo	oxes below):				
A. 🗆	Sole Proprietorship (individual)						
В. 🗆	Partnership						
C. 🗆	Corporation						
2. You	<b>must</b> check <u>one</u> of the boxes belov	<b>/</b> :					
A. 🗆	I certify my business is a sole propriet Worker's Compensation Laws.	orship and it has no ei	mployees but	the sole proprietor. I am not subject to the			
В. 🗌		Il provide a copy of the	e Notice of Ex	cation Act through the use of an approved Notice of clusion within 21 days of the contract award. (For ation Bureau at 517-322-1195).			
C. 🗆	I certify my business has a Worker's C one (21) days of the contract award.	Compensation Policy.	I will provide	an original Certificate of Insurance within twenty-			
	a have checked item 2(A) or 2(B), yourself, including family members			of <b>both</b> full-time and part-time employees, other u must enter "0").			
	Full-time En	nployees		Part-time Employees			
Name of Dec		I.					
Name of Bu	Siness	r		Social Security No.			
Address		٢	Telephone				
		(	()				
City		State 2	ZIP				
l hereby c	pertify that the above information is	true and correct	agree to not	ify the Michigan DNR of any changes that occur			
	affecting my coverage during any c						
Signatur	e of Owner or Authorized Representative						
Signatur							
Title			Dat	e			

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