



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6018**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on December 7, 2017.

LOCATION: PIGEON RIVER COUNTRY MGMT UNIT, 9966 TWIN LAKES RD, VANDERBILT, MI 49795.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, PIGEON RIVER COUNTRY MANAGEMENT UNIT, for certain timber on the following described lands:

Sneaky Badger Aspen (53-002-18)

Otsego County, Advertised Price \$36,512.30, 73.1 Acres, Aspen, Red Oak.

SALE NOTE: Please note that Payment Unit #'s 1 and 2 must be cut prior to March 1, 2018. See spec 5.2.3.1 for further details. Also note chipping restriction in spec 2.2.9.

West Bank Red Pine (53-013-17)

Cheboygan County, Advertised Price \$126,537.70, 94.7 Acres, Red Pine.

## BID INSTRUCTIONS (VER. 09/02/2016):

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

Bids must be received by the Unit Manager, PIGEON RIVER COUNTRY OFFICE, 9966 TWIN LAKES RD, VANDERBILT, MI 49795, no later than 9:00 a.m. (local time) on December 7, 2017. For further information concerning this sale, contact Scott Whitcomb at 989-983-4101.

### 2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

### 3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at [www.michigan.gov/timberbidding](http://www.michigan.gov/timberbidding) or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

### 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

### 5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

### 6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

### 7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

### 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

#### 9. Timber Sale Contract (9/14)

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](http://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 1 year. 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.

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

#### 11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate # NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

#### 12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

#### 13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

KEITH CREAGH

Director

# TIMBER SALE INFORMATION

## Sneaky Badger Aspen (53-002-18)

Otsego County (Advertised Price \$36,512.30)

SALE NOTE: Please note that Payment Unit #'s 1 and 2 must be cut prior to March 1, 2018. See spec 5.2.3.1 for further details. Also note chipping restriction in spec 2.2.9.

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. Bids must be at or above the following advertised price for each species:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawtimber                     |                         |                         |
| B. T. Aspen                   | 38.40 MBF               | \$ 60.00 / MBF          |
| Red Oak                       | 53.90 MBF               | \$ 154.00 / MBF         |
| Pulpwood                      |                         |                         |
| Jack Pine                     | 6.00 Cords              | \$ 24.30 / Cord         |
| Mixed Aspen                   | 1,263.00 Cords          | \$ 17.80 / Cord         |
| Red Maple                     | 112.00 Cords            | \$ 18.30 / Cord         |
| Red Oak                       | 66.00 Cords             | \$ 18.65 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 18.65 percent. 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 \$1,826.00 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.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2019.

**Description of Timber by Payment Unit (PU)**

| PU                 | MARKET GROUP         | PRODUCT          | QUANTITY  | UNIT         | ACRES | ADVERTISE PRICE |
|--------------------|----------------------|------------------|-----------|--------------|-------|-----------------|
| 1                  | B. T. Aspen          | Sawtimber        | 22.0      | MBF          | 20.0  | \$10,781.00     |
|                    | Mixed Aspen          | Pulpwood         | 476.0     | Cords        |       |                 |
|                    | <i>B. T. Aspen</i>   |                  | 453.0     | <i>Cords</i> |       |                 |
|                    | <i>Quaking Aspen</i> |                  | 23.0      | <i>Cords</i> |       |                 |
|                    | Red Maple            |                  | 54.0      | Cords        |       |                 |
|                    | <i>Red Maple</i>     |                  | 54.0      | <i>Cords</i> |       |                 |
| 2                  | B. T. Aspen          | Sawtimber        | 0.4       | MBF          | 14.0  | \$7,357.50      |
|                    | Red Oak              |                  | 31.4      | MBF          |       |                 |
|                    | Jack Pine            | Pulpwood         | 3.0       | Cords        |       |                 |
|                    | Mixed Aspen          |                  | 81.0      | Cords        |       |                 |
|                    | <i>B. T. Aspen</i>   |                  | 81.0      | <i>Cords</i> |       |                 |
|                    | Red Maple            |                  | 15.0      | Cords        |       |                 |
|                    | <i>Red Maple</i>     |                  | 15.0      | <i>Cords</i> |       |                 |
|                    | Red Oak              |                  | 38.0      | Cords        |       |                 |
| 3                  | B. T. Aspen          | Sawtimber        | 9.0       | MBF          | 21.9  | \$10,297.60     |
|                    | Red Oak              |                  | 12.6      | MBF          |       |                 |
|                    | Jack Pine            | Pulpwood         | 2.0       | Cords        |       |                 |
|                    | Mixed Aspen          |                  | 395.0     | Cords        |       |                 |
|                    | <i>B. T. Aspen</i>   |                  | 395.0     | <i>Cords</i> |       |                 |
|                    | Red Maple            |                  | 24.0      | Cords        |       |                 |
|                    | <i>Red Maple</i>     | <i>Sawtimber</i> | 0.9       | <i>MBF</i>   |       |                 |
|                    | <i>Red Maple</i>     | <i>Pulpwood</i>  | 22.0      | <i>Cords</i> |       |                 |
|                    | Red Oak              |                  | 16.0      | Cords        |       |                 |
|                    | 4                    | B. T. Aspen      | Sawtimber | 7.0          |       |                 |
| Red Oak            |                      |                  | 9.9       | MBF          |       |                 |
| Jack Pine          |                      | Pulpwood         | 1.0       | Cords        |       |                 |
| Mixed Aspen        |                      |                  | 311.0     | Cords        |       |                 |
| <i>B. T. Aspen</i> |                      |                  | 311.0     | <i>Cords</i> |       |                 |
| Red Maple          |                      |                  | 19.0      | Cords        |       |                 |
| <i>Red Maple</i>   |                      | <i>Sawtimber</i> | 0.7       | <i>MBF</i>   |       |                 |
| <i>Red Maple</i>   |                      | <i>Pulpwood</i>  | 18.0      | <i>Cords</i> |       |                 |
| Red Oak            |                      |                  | 12.0      | Cords        |       |                 |
| TOTAL:             |                      |                  | 92.3      | MBF          |       |                 |
| TOTAL:             |                      |                  | 1,447.0   | Cords        |       |                 |

# Sale Specific Conditions & Requirements

**Sale Name: Sneaky Badger Aspen**

**Sale Number: 53-002-18 Seq#: 1**

## 1 - Sale Area

### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

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 retention area boundaries are marked with a red X, and are not to be entered. Interior Payment Unit boundaries are marked with yellow paint. Red painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid, unless also marked with green paint.

## 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) #'s 1, 3, and 4, cut all trees that are two (2) inches or more at DBH except do not cut any white pine, red pine, birch, or trees marked with green paint. Also, in Payment Unit #1, do not cut any oak.

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

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

### 2.2 - Utilization

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

Within Payment Unit(s) #'s 1-4, all wood must be removed by roundwood. No chipping is permitted.

## 3 - Payments

### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (6/14)

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 merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber. In addition, extreme caution must be used to protect all red oak saplings and poletimber that are marked with green paint.

## 4 - Transportation

### 4.1 - Construction

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

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

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

Overgrown roads that are reopened must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Contact the sale administrator for specific details of design and placement.

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

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

### 4.2 - Maintenance

#### 4.2.5 - 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 opening which is indicated by G0 on the Timber Sale Map. 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 (5/07)

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

##### 5.2.2 - Hazard Trees/Snags

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

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

##### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) #'s 1 and 2, all cutting, skidding, and hauling operations must be completed prior to March 1, 2018. This restriction is in place because of a prescribed burn that is planned in these Units for the spring of 2018.

###### 5.2.3.4 - Oak wilt restriction (9/17)

Within Payment Unit(s) #'s 1-4, cutting, skidding, hauling and brushing of access roads are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

##### 5.2.4 - Dead and Down Creation

###### 5.2.4.6 - Dead and down creation, other (9/09)

To create grouse habitat, within Payment Unit(s) #'s 1-4, all trees marked with an orange 'X' will be cut at breast height and left with the upper part of the tree touching the stump. These are for drumming logs. If a clump of trees is marked, the clump should be cut and left in a pile. The slash height requirement does not apply to these drumming logs and the tops should be left intact.

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

No decking is allowed within the maintained wildlife openings which are indicated by G0 on the timber sale map. Wood must be decked inside the sale boundary edge and may not be decked in those areas that are planted annually.

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

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

#### 5.4 - Soil Protection

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

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



return to the area when the risk of rutting has decreased.

#### 5.8 - Protection of Endangered Species

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

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



# TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

|  |              |  |                       |  |                    |           |         |
|--|--------------|--|-----------------------|--|--------------------|-----------|---------|
| Forest Management Unit<br>Pigeon River Country |              | County<br>Otsego   | Mapped By<br>Rekowski |  | Date<br>09/20/2017 | Page<br>1 | of<br>1 |
| Township<br>32N                                | Range<br>02W | Section(s) and Subdivision(s)<br>2: S1/2NW, NWSE, N1/2SW, SESW |                       |  | Scale<br>1:15,840  |           |         |
| Cruised By<br>Rekowski                         |              |  |                       |  |                    |           |         |

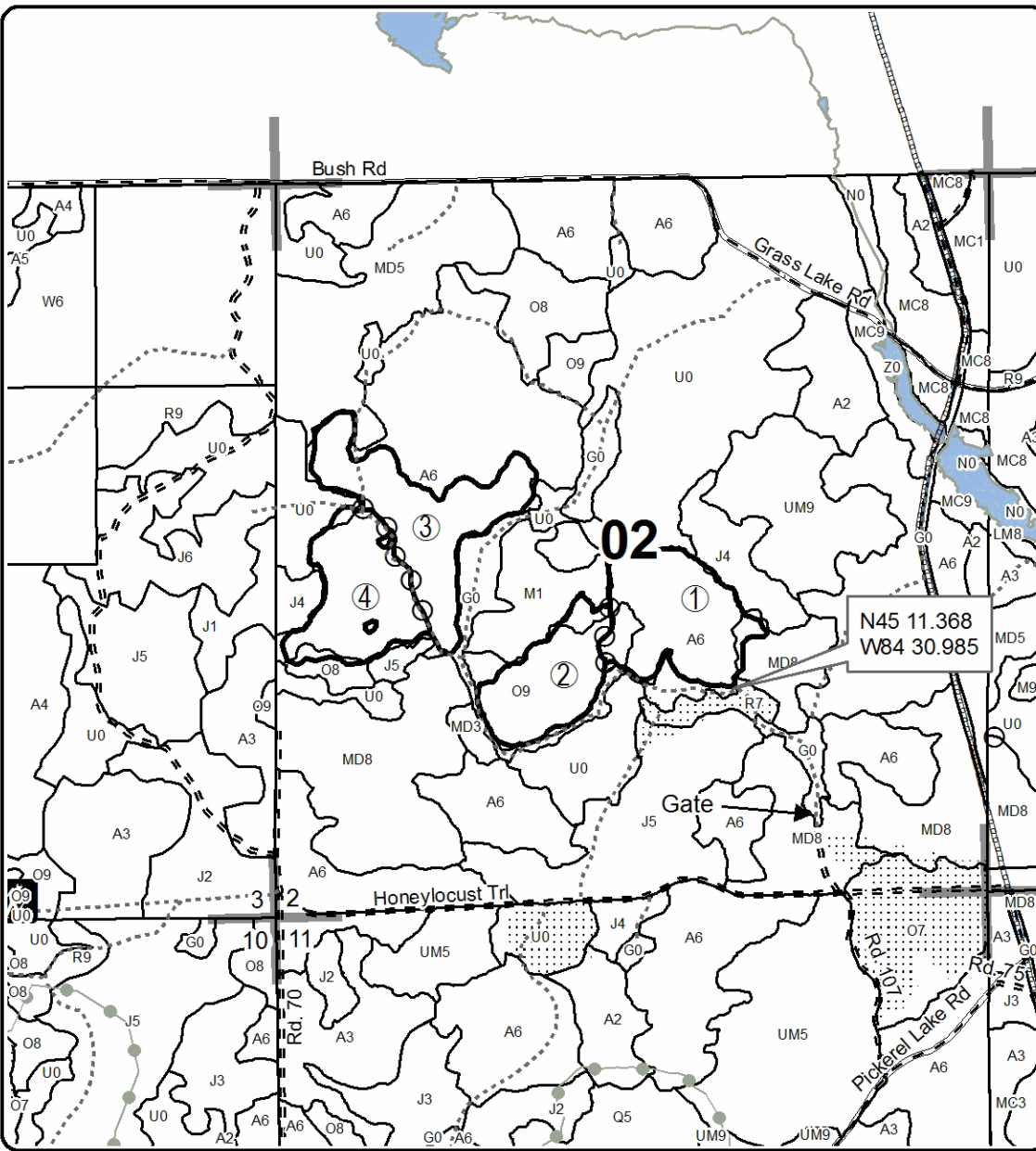
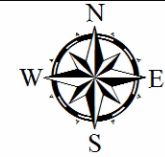
| Cover Type        |                      |                         |                   | Density                     |                        |  |  |
|-------------------|----------------------|-------------------------|-------------------|-----------------------------|------------------------|--|--|
| A = Aspen         | H = Hemlock          | N = Marsh               | U = Upland Brush  | 0 = Non Stocked             | 5 = Pole Timber Medium |  |  |
| B = Paper Birch   | J = Jack Pine        | O = Oak                 | UM = Upland Mixed | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |  |  |
| C = Cedar         | L = Lowland Brush    | P = Lowland Poplar      | V = Bog or Marsh  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |  |  |
| D = Treed Bog     | LM = Lowland Mixed   | Q = Mixed Swamp Conifer | W = White Pine    | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |  |  |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch   | R = Red Pine            | X = Non Stocked   | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |  |  |
| F = Spruce Fir    | MC = Mixed Conifer   | S = Black Spruce        | Z = Water         |                             |                        |  |  |
| G = Grass         | MD = Mixed Deciduous | T = Tamarack            |                   |                             |                        |  |  |

| PU | Acres | PU | Acres |
|----|-------|----|-------|
| 1  | 20    | 4  | 17.2  |
| 2  | 14    |    |       |
| 3  | 21.9  |    |       |

## Sneaky Badger Aspen

### Compartment 030

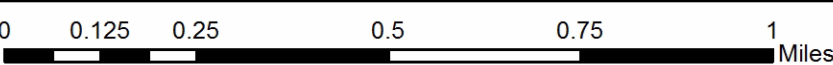
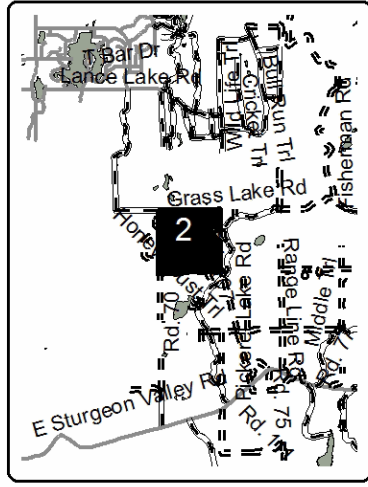
73.1 Acres



### Legend

- Against State (Red)
- Payment Unit (Yellow)
- /// Retention Area (Red X)
- Paved Roads
- Gravel Roads
- Poor Dirt Roads
- Closed Roads
- ⋯ Nearby Timber Sale
- Section Corners
- Stand Boundaries
- Pipeline
- ⊕ Powerline

Locator Map  
1:200,000



**TIMBER SALE INFORMATION**

West Bank Red Pine (53-013-17)

Cheboygan County (Advertised Price \$126,537.70)

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. Bids must be at or above the following advertised price for each species:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawtimber                     |                         |                         |
| Red Pine                      | 562.30 MBF              | \$ 119.00 / MBF         |
| Pulpwood                      |                         |                         |
| Red Pine                      | 1,160.00 Cords          | \$ 51.40 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 10.02 percent. 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 \$7,000.00 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.
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2020.

**Description of Timber by Payment Unit (PU)**

| PU     | MARKET GROUP | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|--------|--------------|-----------|----------|-------|-------|-----------------|
| 1      | Red Pine     | Sawtimber | 184.1    | MBF   | 31.0  | \$41,439.90     |
|        | Red Pine     | Pulpwood  | 380.0    | Cords |       |                 |
| 2      | Red Pine     | Sawtimber | 195.9    | MBF   | 33.0  | \$44,077.70     |
|        | Red Pine     | Pulpwood  | 404.0    | Cords |       |                 |
| 3      | Red Pine     | Sawtimber | 182.3    | MBF   | 30.7  | \$41,020.10     |
|        | Red Pine     | Pulpwood  | 376.0    | Cords |       |                 |
| TOTAL: |              |           | 562.3    | MBF   |       |                 |
| TOTAL: |              |           | 1,160.0  | Cords |       |                 |

# Sale Specific Conditions & Requirements

**Sale Name: West Bank Red Pine**

**Sale Number: 53-013-17 Seq#: 1**

## 1 - Sale Area

### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

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.

## 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 3, all red pine trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

## 4 - Transportation

### 4.1 - Construction

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

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

#### 4.1.6 - Road construction (1/09)

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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

### 4.2 - Maintenance

#### 4.2.5 - Two wheel drive condition (2/04)

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

## 5 - Operations

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

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

No brush or logging debris is to be left in any grass opening adjacent to the sale which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 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. That includes all dead standing trees.

### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 - 3 , unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

### 5.4 - Soil Protection

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

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



**TIMBER SALE MAP**

This information provided by authority of Part 525 of Act 451, PA 1994, as amended.

Sale Number

53-013-17

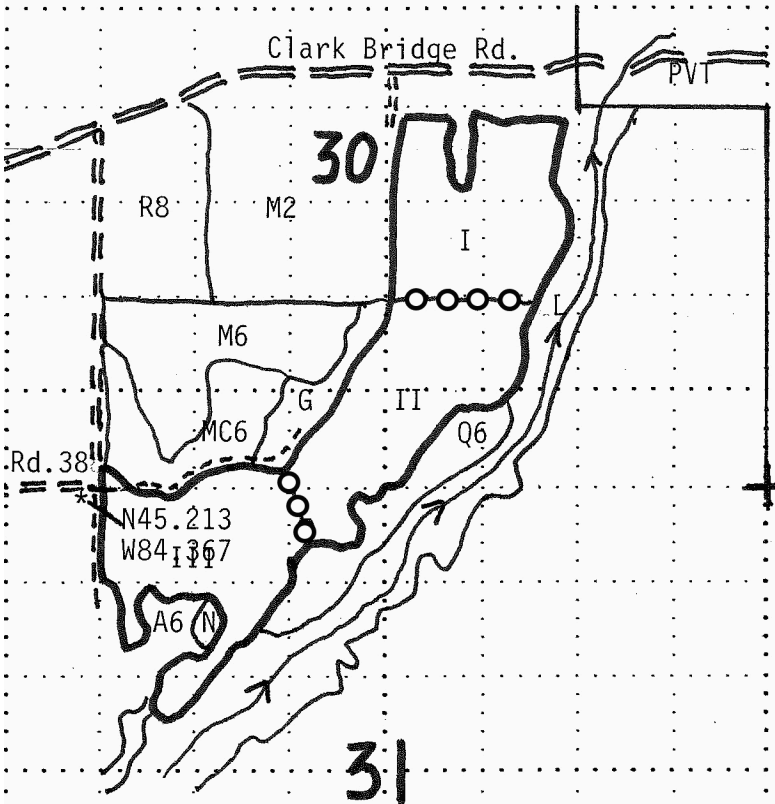
Year

2017

|  |                     |   |                    |            |
|--|---------------------|---|--------------------|------------|
| Forest Management Unit<br>Pigeon River Country FMU | County<br>Cheboygan | Mapped By Rick McDonald<br>Cruised By Rick McDonald | Date<br>06/26/2017 | Page<br>of |
|--|---------------------|---|--------------------|------------|

|                 |              |  |                             |
|-----------------|--------------|--|-----------------------------|
| Township<br>33N | Range<br>01E | Section(s) and Subdivision(s) SW/NE<br>(30) W $\frac{1}{2}$ of SE $\frac{1}{4}$ , S $\frac{1}{2}$ of SW $\frac{1}{4}$ , (31) W $\frac{1}{2}$ of NW $\frac{1}{4}$ , NE/NW | Scale<br>1" = 4" ... 1 mile |
|-----------------|--------------|--|-----------------------------|

| Cover Type        |                    |                      |                  | Density                     |                        |
|-------------------|--------------------|----------------------|------------------|-----------------------------|------------------------|
| A = Aspen         | H = Hemlock        | P = Lowland Poplar   | V = Bog or Marsh | 0 = Non Stocked             | 5 = Pole Timber Medium |
| B = Paper Birch   | J = Jack Pine      | Q = Mixed Swamp Cnfr | W = White Pine   | 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| C = Cedar         | L = Lowland Brush  | R = Red Pine         | X = Non Stocked  | 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| E = Swamp Hdwoods | M = Mpl, Bch, Brch | S = Black Spruce     | Z = Water        | 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| F = Spruce Fir    | N = Marsh          | T = Tamarack         |                  | 4 = Pole Timber Poor        | 9 = Saw Timber Well    |
| G = Grass         | O = Oak            | U = Upland Brush     |                  |                             |                        |

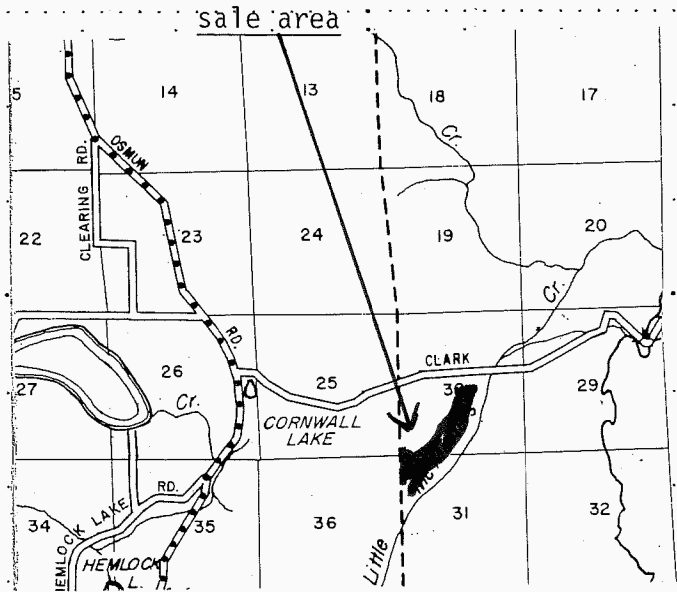


Compartment 29  
stand 41

West Bank Red Pine (94.7 acres)

- Unit I --- 31 acres
- Unit II --- 33 acres
- Unit III --- 30.7 acres

- County Road - gravel
- Open Forest Road
- Closed Road
- Stream/Creek
- Sale Area Boundary (Red)
- Payment Unit Line (Yellow)



West Bank Red Pine (53-013-17)  
; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on December 7, 2017, 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.

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| Sawtimber                     |                          |                         |                       |
| Red Pine                      | 562.30 MBF               | \$ 119.00/MBF           | \$ _____              |
| Pulpwood                      |                          |                         |                       |
| Red Pine                      | 1,160.00 Cords           | \$ 51.40/Cord           | \$ _____              |

\*The volumes are statistically estimated within plus (+) or minus (-) 10.02 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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





Sneaky Badger Aspen (53-002-18)  
; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on December 7, 2017, 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.

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| <b>Sawtimber</b>              |                          |                         |                       |
| B. T. Aspen                   | 38.40 MBF                | \$ 60.00/MBF            | \$ _____              |
| Red Oak                       | 53.90 MBF                | \$ 154.00/MBF           | \$ _____              |
| <b>Pulpwood</b>               |                          |                         |                       |
| Jack Pine                     | 6.00 Cords               | \$ 24.30/Cord           | \$ _____              |
| Mixed Aspen                   | 1,263.00 Cords           | \$ 17.80/Cord           | \$ _____              |
| Red Maple                     | 112.00 Cords             | \$ 18.30/Cord           | \$ _____              |
| Red Oak                       | 66.00 Cords              | \$ 18.65/Cord           | \$ _____              |

\*The volumes are statistically estimated within plus (+) or minus (-) 18.65 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.

FEDERAL ID: \_\_\_\_\_ or SOCIAL SECURITY NUMBER: \_\_\_\_\_

Company or individual bidding: \_\_\_\_\_

Company representative's name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

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



|                                  |
|----------------------------------|
| <b>FOR DEPARTMENT USE ONLY</b>   |
| Sale Number (XX – XXX – XX – XX) |
| Forest Management Unit:          |

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

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

### VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.
- All information must be typed or printed except for written signatures.

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
  - A.  Sole Proprietorship (individual)
  - B.  Partnership
  - C.  Corporation
  
2. You **must** check one of the boxes below:
  - A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
  - B.  I certify my business has satisfied its obligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
  - C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
  
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

\_\_\_\_\_ Full-time Employees

\_\_\_\_\_ Part-time Employees

|                  |       |                                     |  |
|------------------|-------|-------------------------------------|--|
| Name of Business |       | Federal ID (or) Social Security No. |  |
| Address          |       | Telephone<br>(       )              |  |
| 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

\_\_\_\_\_  
Date

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