



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6367**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on February 28, 2019.

LOCATION: GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.

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, GAYLORD MANAGEMENT UNIT, for certain timber on the following described lands:

Tally's Mix (52-023-18) / T29N, R01W, SEC. 23, SESW.

T29N, R01W, SEC. 25, N1/2SW.

T29N, R01W, SEC. 26, E1/2NW,S1/2NE,NESW,NWSE.

Otsego County, Advertised Price \$30,374.25, 65.1 Acres, Aspen, Jack Pine.

SALE NOTE: This sale contains fair quality timber, with good terrain for operation and good access through Private Property. Due to the species composition and treatment specifications, Oak Wilt and certain operating restrictions are in place. A recreation trail is present within the sale area.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. Access may be through private land.

Gilner's Gulch (52-027-18) / T33N, R04W, SEC. 14, NWSW,S1/2SW.

T33N, R04W, SEC. 15, NESE.

Charlevoix County, Advertised Price \$41,722.20, 48.7 Acres, Red Oak, Hardwood.

SALE NOTE: There is an old landing in the NW corner of the sale off of Ravine Road. Otherwise, access is from the west off of Harmon Road. Steep terrain in areas. Declining beech and ash present.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

Tsp's Hardwood (52-028-18) / T33N, R04W, SEC. 2, S1/2NW,SW.

Charlevoix County, Advertised Price \$86,953.05, 115.5 Acres, Hardwood, Sugar Maple.

SALE NOTE: Good quality timber is some areas, slightly rolling terrain, good access.

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

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

Bids must be received by the Unit Manager, GAYLORD OFFICE, 1732 WEST M 32, GAYLORD, MI 49735, no later than 3:00 p.m. (local time) on February 28, 2019. For further information concerning this sale, contact Lucas Merrick at 989-732-3541 extension 5440.

### 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 (7/18)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/timber](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 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price ( $\$1,500/\$10,000 * 100$ ).

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER  
Director

**TIMBER SALE INFORMATION**

Tally's Mix (52-023-18)

T29N, R01W, SEC. 23; T29N, R01W, SEC. 25; T29N, R01W, SEC. 26.  
Otsego County (Advertised Price \$30,374.25)

SALE NOTE: This sale contains fair quality timber, with good terrain for operation and good access through Private Property. Due to the species composition and treatment specifications, Oak Wilt and certain operating restrictions are in place. A recreation trail is present within the sale area.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions. 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. 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>
<b>Sawtimber</b>		
Bl/R/Hybrid Oak	5.00 MBF	\$ 101.00 / MBF
Jack Pine	23.00 MBF	\$ 50.00 / MBF
Mixed Aspen	22.00 MBF	\$ 55.00 / MBF
Red Maple	0.80 MBF	\$ 115.00 / MBF
Red Oak	19.60 MBF	\$ 217.00 / MBF
Red Pine	21.10 MBF	\$ 109.00 / MBF
White Oak	5.10 MBF	\$ 71.00 / MBF
White Pine	3.80 MBF	\$ 53.00 / MBF
<b>Pulpwood</b>		
Jack Pine	275.00 Cords	\$ 20.35 / Cord
Mixed Aspen	515.00 Cords	\$ 19.55 / Cord
Mixed Hardwood	43.00 Cords	\$ 25.15 / Cord
Mixed Oak	85.00 Cords	\$ 20.85 / Cord
Red Pine	32.00 Cords	\$ 46.85 / Cord
White Pine	11.00 Cords	\$ 25.75 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 12.88 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 \$1,519.00 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:

<u>PAYMENT UNIT NUMBER</u>	<u>PERCENT OF TOTAL SALE VALUE</u>
01	10.6%
02	22.7%
03	39.7%
04	3.4%
05	23.6%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	BI/R/Hybrid Oak	Sawtimber	2.9	MBF	7.0	\$3,218.80
	Red Pine		6.5	MBF		
	Jack Pine	Pulpwood	40.0	Cords		
	Mixed Aspen		2.0	Cords		
	<i>Quaking Aspen</i>		2.0	<i>Cords</i>		
	Mixed Oak		16.0	Cords		
	<i>BI/R/Hybrid Oak</i>		16.0	<i>Cords</i>		
	Red Pine		22.0	Cords		
2	BI/R/Hybrid Oak	Sawtimber	2.1	MBF	12.4	\$6,887.60
	Jack Pine		23.0	MBF		
	Mixed Aspen		20.3	MBF		
	<i>B. T. Aspen</i>		20.3	<i>MBF</i>		
	Red Maple		0.8	MBF		
	White Pine		2.5	MBF		
	Jack Pine	Pulpwood	104.0	Cords		
	Mixed Aspen		55.0	Cords		
	<i>B. T. Aspen</i>		55.0	<i>Cords</i>		
	Mixed Hardwood		11.0	Cords		
	<i>Red Maple</i>		11.0	<i>Cords</i>		
	Mixed Oak		22.0	Cords		
	<i>BI/R/Hybrid Oak</i>		22.0	<i>Cords</i>		
White Pine		10.0	Cords			
3	Mixed Aspen	Sawtimber	0.7	MBF	34.6	\$12,070.45
	<i>Quaking Aspen</i>		0.7	<i>MBF</i>		
	Red Pine		3.0	MBF		
	Jack Pine	Pulpwood	131.0	Cords		
	Mixed Aspen		430.0	Cords		
	<i>B. T. Aspen</i>		76.0	<i>Cords</i>		
	<i>Quaking Aspen</i>		354.0	<i>Cords</i>		
	Mixed Hardwood		15.0	Cords		
	<i>Black Cherry</i>		6.0	<i>Cords</i>		
	<i>Red Maple</i>		9.0	<i>Cords</i>		
	Mixed Oak		10.0	Cords		
<i>BI/R/Hybrid Oak</i>		10.0	<i>Cords</i>			
Red Pine		1.0	Cords			
4	Red Oak	Sawtimber	0.5	MBF	3.0	\$1,019.00
	Red Pine		3.8	MBF		
	White Oak		1.0	MBF		
	Mixed Aspen	Pulpwood	6.0	Cords		
	<i>B. T. Aspen</i>		6.0	<i>Cords</i>		
	Mixed Hardwood		5.0	Cords		
	<i>Red Maple</i>		5.0	<i>Cords</i>		
	Mixed Oak		2.0	Cords		
	<i>Red Oak</i>		1.0	<i>Cords</i>		
<i>White Oak</i>		1.0	<i>Cords</i>			
Red Pine		3.0	Cords			
5	Mixed Aspen	Sawtimber	1.0	MBF	8.1	\$7,178.40
	<i>B. T. Aspen</i>		1.0	<i>MBF</i>		
	Red Oak		19.1	MBF		
	Red Pine		7.8	MBF		
	White Oak		4.1	MBF		
	White Pine		1.3	MBF		
	Mixed Aspen	Pulpwood	22.0	Cords		
	<i>B. T. Aspen</i>		20.0	<i>Cords</i>		
<i>Quaking Aspen</i>		2.0	<i>Cords</i>			
Mixed Hardwood		12.0	Cords			

**Description of Timber by Payment Unit (PU), con't**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	<i>Red Maple</i>	<i>Pulpwood</i>	12.0	<i>Cords</i>		
	Mixed Oak		35.0	Cords		
	<i>Red Oak</i>		26.0	<i>Cords</i>		
	<i>White Oak</i>		9.0	<i>Cords</i>		
	Red Pine		6.0	Cords		
	White Pine		1.0	Cords		
TOTAL:			100.4	MBF		
TOTAL:			961.0	Cords		

## Sale Specific Conditions & Requirements

**Sale Name: Tally's Mix**

**Sale Number: 52-023-18 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 blue, red and yellow paint, along with fencing. Exterior sale boundary lines against private property are marked with blue paint or are designated by a fence. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. 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

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

Within Payment Unit(s) 1, 2, 3 and 5, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with timber teal paint. In addition, within Payment Unit 1, do not cut white oak. Also, within Payment Unit 2, do not cut white oak or red pine.

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

Within Payment Unit(s) 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 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. Within Payment Units 1, 2, 4, and 5, extreme care should be taken to avoid damage to oak tree seedlings and saplings.

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.

### 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. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

##### 4.2.5 - 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

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

Permission for access across private land has been obtained by the DNR.

### **5 - Operations**

#### 5.1 - Notification

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

##### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

##### 5.2.1 - Slash

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

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

###### 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the sale administrator.

##### 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) 5, cutting and skidding are not permitted during the period of April 15 to July 15 and limited to snow off conditions. This restriction is to ensure proper scarification of the site.

###### 5.2.3.5 - Oak wilt restriction (1/18)

Within the sale area, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

###### 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

#### 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 is a hiking and horse trail that runs through Payment Unit 3 and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

### 5.4 - Soil Protection

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

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

### 5.8 - Protection of Endangered Species

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

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

## 6 - Safety and Fire Prevention

### 6.2 - Signing

#### 6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Shore to Shore Trail prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



# TIMBER SALE MAP

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

Sale Number	Year
52-023	18

Forest Management Unit Gaylord Management Unit	County Otsego	Mapped By Kubitskey	Date 9/26/2018	Page 1	of 1
Township 29N	Range 01W	Section(s) and Subdivision(s) 23 SESW, 25 N1/2SW, 26 E1/2NW, S1/2NE, NESW, NWSE	Scale 1:15,840		

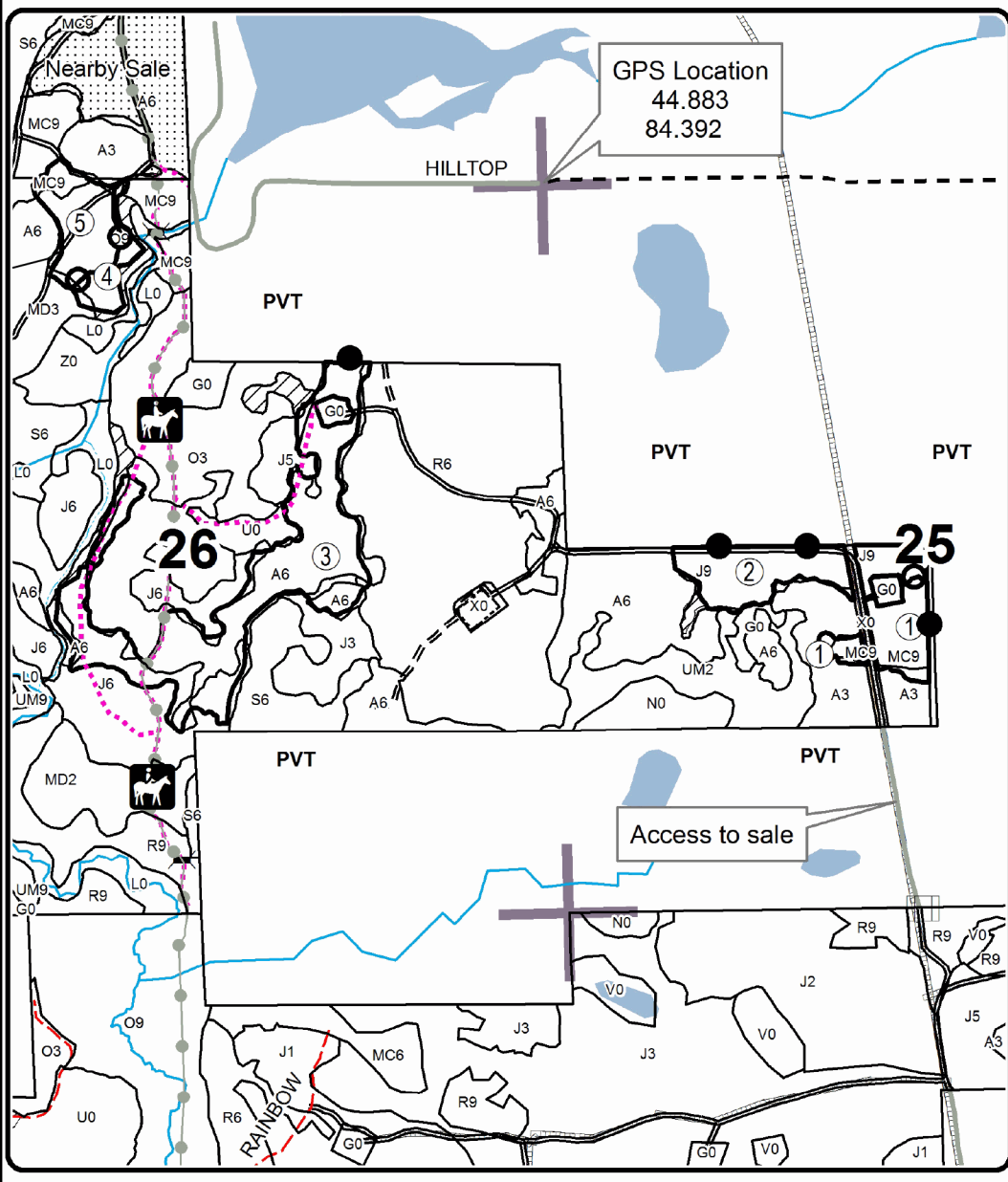
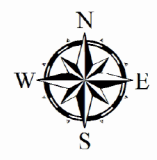
Cover Type				Density	
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	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	7	4	3
2	12.4	5	8.1
3	34.6		

## Tally's Mix

### Compartment 08

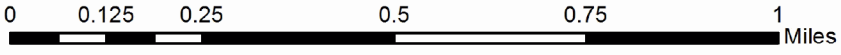
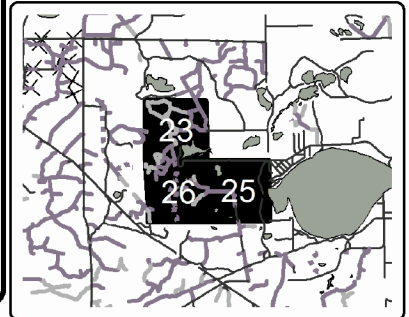
65.1 Acres



### Legend

- Against State (Red)
- Payment Unit (Yellow)
- Private Line (Blue or Fence)
- PVT Private
- ① Payment Unit
- ▤ Nearby Timber Sales
- ▨ Retention Area
- ▭ Stand Boundaries
- ▬ Secondary Forest Road
- ▬ Forest Access Route
- - - Gravel Road
- - - County Road - Seasonal
- Private
- ⋯ Temporary Management Access
- ⋯ Intermittent Stream
- Perennial River
- ▭ Lakes and Rivers
- ▬ Section Corners
- ▬ Pipeline
- Recreational Trail

Locator Map  
1:200,000





## TIMBER SALE INFORMATION

Gilner's Gulch (52-027-18)

T33N, R04W, SEC. 14; T33N, R04W, SEC. 15.  
Charlevoix County (Advertised Price \$41,722.20)

SALE NOTE: There is an old landing in the NW corner of the sale off of Ravine Road. Otherwise, access is from the west off of Harmon Road. Steep terrain in areas. Declining beech and ash present.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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>
<b>Sawtimber</b>			
Basswood	11.40	MBF	\$ 59.00 / MBF
Beech	9.80	MBF	\$ 61.00 / MBF
Red Maple	1.50	MBF	\$ 124.00 / MBF
Red Oak	98.10	MBF	\$ 233.00 / MBF
Sugar Maple	28.20	MBF	\$ 320.00 / MBF
<b>Pulpwood</b>			
Basswood	26.00	Cords	\$ 7.15 / Cord
Beech	42.00	Cords	\$ 26.95 / Cord
Misc. Species 1	192.00	Cords	\$ 3.75 / Cord
Mixed Hardwood	118.00	Cords	\$ 26.95 / Cord
Red Oak	142.00	Cords	\$ 22.30 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 21.74 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 \$2,086.00 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	88.5%
02	11.5%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	8.6	MBF	19.3	\$36,930.65
	Beech		1.5	MBF		
	Red Maple		1.5	MBF		
	Red Oak		98.1	MBF		
	Sugar Maple		23.1	MBF		
	Basswood	Pulpwood	15.0	Cords		
	Beech		17.0	Cords		
	Misc. Species 1		31.0	Cords		
	<i>White Ash</i>		31.0	<i>Cords</i>		
	Mixed Hardwood		76.0	Cords		
	<i>Red Maple</i>		3.0	<i>Cords</i>		
	<i>Sugar Maple</i>		73.0	<i>Cords</i>		
	Red Oak		142.0	Cords		
2	Basswood	Sawtimber	2.8	MBF	29.4	\$4,791.55
	Beech		8.3	MBF		
	Sugar Maple		5.1	MBF		
	Basswood	Pulpwood	11.0	Cords		
	Beech		25.0	Cords		
	Misc. Species 1		161.0	Cords		
	<i>White Ash</i>		161.0	<i>Cords</i>		
	Mixed Hardwood		42.0	Cords		
	<i>Sugar Maple</i>		42.0	<i>Cords</i>		
TOTAL:			149.0	MBF		
TOTAL:			520.0	Cords		

## Sale Specific Conditions & Requirements

**Sale Name: Gilner's Gulch**

**Sale Number: 52-027-18 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 blue, red and yellow 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 yellow paint. 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

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH.

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

Within Payment Unit(s) 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all white ash and beech are designated for cutting, unless marked with timber teal paint above and below breast height.

##### 2.1.11 - Description of timber note (2/04)

Note that Misc. Species 1 = dead ash, which is designated for cutting.

#### 2.2 - Utilization

##### 2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited unless approved by the Unit Manager or his/her representative.

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 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 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.

### 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.

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

No new roads will be permitted. All operations are limited to existing roads. Skid trails only will be allowed.

## 4.2 - Maintenance

### 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or 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.

### 4.2.5 - 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

### 5.1 - Notification

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

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash may exceed 24 inches in height.

##### 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the Sale Administrator.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, unless changed by written agreement, cutting and skidding are limited to snow off conditions. This restriction is for scarification of the soil.

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

Within Payment Unit(s) 1 and 2, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

##### 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

##### 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.

##### 5.2.39 - ORV trail/route protection (4/18)

The MCCCT trail is located west of the sale along Harmon Road. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline.



## 5.4 - Soil Protection

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

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

### 5.4.2 - 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.

## 5.8 - Protection of Endangered Species

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

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

## 6 - Safety and Fire Prevention

### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Harmon Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs. These signs will also be adequate signage for the MCCCT Trail that runs on Harmon Road as well.

## 7 - Other Conditions

### 7.3 - Contract Modifications

#### 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.



# TIMBER SALE MAP

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

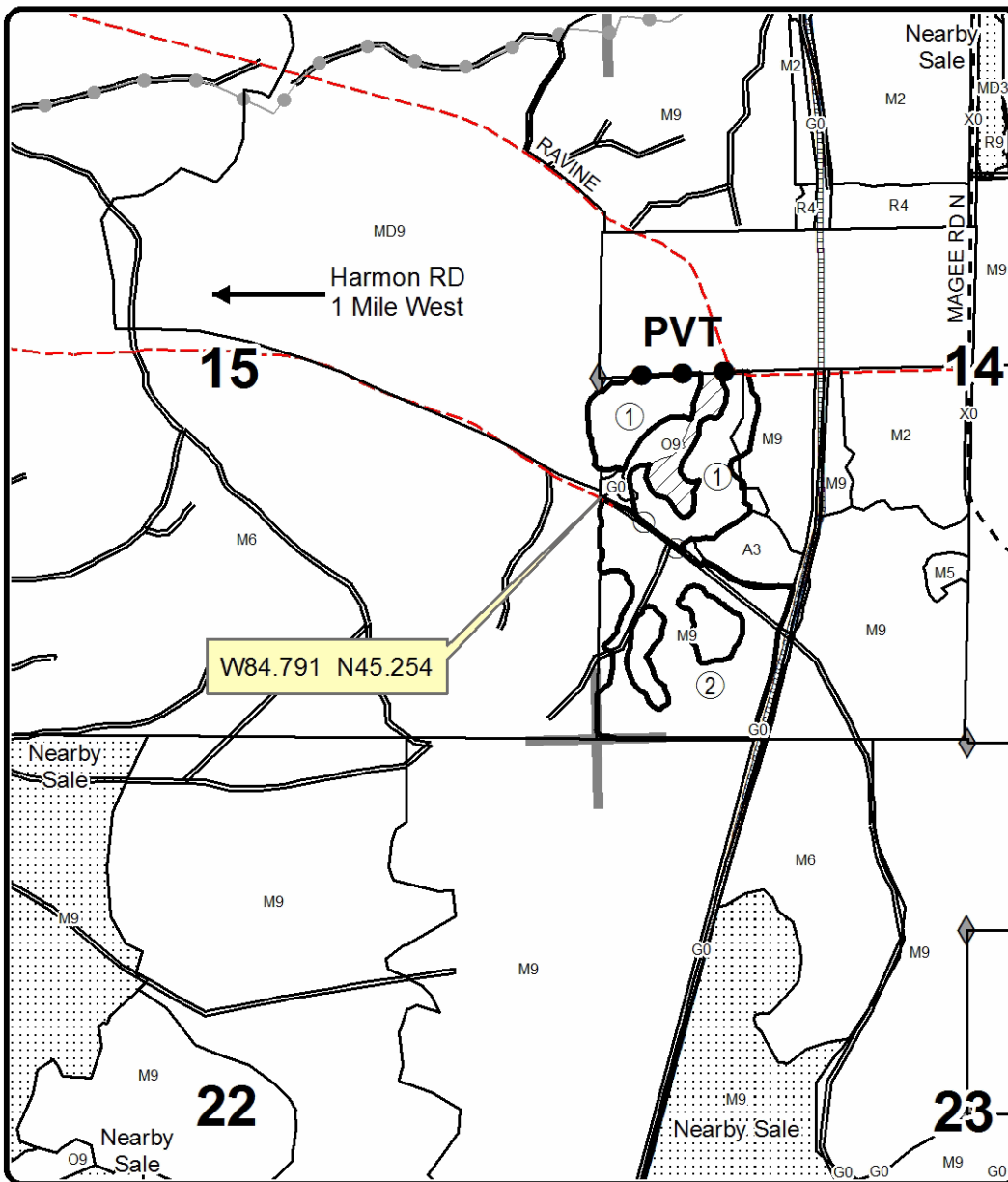
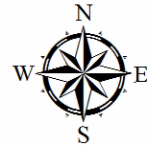
Sale Number	Year
52-027	18

Forest Management Unit Gaylord	County Charlevoix	Mapped By Crew	Date 09/27/2018	Page 1	of 1
Township 33N	Range 04W	Section(s) and Subdivision(s) 14 - NW/SW, S1/2SW; 15 - NE/SE	Scale 1:15,840		

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	19.3		
2	29.4		

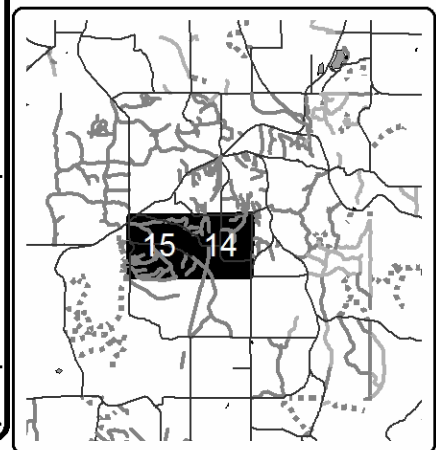
## Gilner's Gulch Compartment 034 48.7 Acres



### Legend

- Stand Boundaries
- Field Grade Corners
- Secondary Forest Road
- Gravel Road
- County Road - Seasonal
- Retention Area
- Nearby Timber Sales
- Section Corners
- Against State (Red)
- Payment Unit (Yellow)
- Private Line (Blue)
- Pipeline
- Powerline

Locator Map  
1:200,000



## TIMBER SALE INFORMATION

Tsp's Hardwood (52-028-18)

T33N, R04W, SEC. 2.

Charlevoix County (Advertised Price \$86,953.05)

SALE NOTE: Good quality timber is some areas, slightly rolling terrain, good access.

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>
<b>Sawtimber</b>		
B. T. Aspen	1.60 MBF	\$ 63.00 / MBF
Basswood	66.20 MBF	\$ 62.00 / MBF
Beech	32.20 MBF	\$ 65.00 / MBF
Black Cherry	6.60 MBF	\$ 268.00 / MBF
Red Maple	8.10 MBF	\$ 132.00 / MBF
Sugar Maple	149.70 MBF	\$ 341.00 / MBF
<b>Pulpwood</b>		
B. T. Aspen	6.00 Cords	\$ 22.35 / Cord
Basswood	167.00 Cords	\$ 7.65 / Cord
Beech	125.00 Cords	\$ 28.75 / Cord
Mixed Hardwood	659.00 Cords	\$ 28.75 / Cord
White Ash	98.00 Cords	\$ 28.75 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 16.54 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 \$4,348.00 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	19.4%
02	31.8%
03	25.7%
04	23.1%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2022.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	0.6	MBF	13.5	\$16,867.60
	Basswood		13.9	MBF		
	Black Cherry		2.3	MBF		
	Red Maple		1.4	MBF		
	Sugar Maple		30.1	MBF		
	B. T. Aspen	Pulpwood	2.0	Cords		
	Basswood		45.0	Cords		
	Beech		5.0	Cords		
	Mixed Hardwood		152.0	Cords		
	<i>American Elm</i>		2.0	<i>Cords</i>		
	<i>Black Cherry</i>		15.0	<i>Cords</i>		
	<i>Ironwood</i>		20.0	<i>Cords</i>		
	<i>Red Maple</i>		8.0	<i>Cords</i>		
	<i>Sugar Maple</i>		107.0	<i>Cords</i>		
2	B. T. Aspen	Sawtimber	1.0	MBF	22.2	\$27,640.60
	Basswood		22.8	MBF		
	Black Cherry		3.7	MBF		
	Red Maple		2.2	MBF		
	Sugar Maple		49.4	MBF		
	B. T. Aspen	Pulpwood	4.0	Cords		
	Basswood		73.0	Cords		
	Beech		8.0	Cords		
	Mixed Hardwood		249.0	Cords		
	<i>American Elm</i>		3.0	<i>Cords</i>		
	<i>Black Cherry</i>		24.0	<i>Cords</i>		
	<i>Ironwood</i>		32.0	<i>Cords</i>		
	<i>Red Maple</i>		14.0	<i>Cords</i>		
	<i>Sugar Maple</i>		176.0	<i>Cords</i>		
3	Basswood	Sawtimber	15.6	MBF	42.1	\$22,386.55
	Beech		17.0	MBF		
	Black Cherry		0.3	MBF		
	Red Maple		2.4	MBF		
	Sugar Maple		37.0	MBF		
	Basswood	Pulpwood	26.0	Cords		
	Beech		59.0	Cords		
	Mixed Hardwood		136.0	Cords		
	<i>Black Cherry</i>		1.0	<i>Cords</i>		
	<i>Ironwood</i>		4.0	<i>Cords</i>		
	<i>Red Maple</i>		6.0	<i>Cords</i>		
	<i>Sugar Maple</i>		125.0	<i>Cords</i>		
	White Ash		52.0	Cords		
	4		Basswood	Sawtimber		
Beech		15.2	MBF			
Black Cherry		0.3	MBF			
Red Maple		2.1	MBF			
Sugar Maple		33.2	MBF			
Basswood		Pulpwood	23.0	Cords		
Beech			53.0	Cords		
Mixed Hardwood			122.0	Cords		
<i>Black Cherry</i>			1.0	<i>Cords</i>		
<i>Ironwood</i>			4.0	<i>Cords</i>		
<i>Red Maple</i>			6.0	<i>Cords</i>		
<i>Sugar Maple</i>			111.0	<i>Cords</i>		
White Ash			46.0	Cords		
TOTAL:			264.4	MBF		

TOTAL:	1,055.0	Cords
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## Sale Specific Conditions & Requirements

**Sale Name: Tsp's Hardwood**

**Sale Number: 52-028-18 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 blue, red and yellow 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 yellow paint. 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) 3 and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all ash and beech trees are designated for cutting, unless marked with timber teal paint.

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with timber teal paint above and below stump height.

#### 2.2 - Utilization

##### 2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited unless approved by the Unit Manager or his/her representative.

### 3 - Payments

#### 3.3 - Pre-measured Sales

##### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within the sale area, if more than 30% 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.

No damage is acceptable to 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.

### 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. 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

#### 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads 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.

#### 4.2.5 - 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

### 5.1 - Notification

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash may exceed 24 inches in height.

#### 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) 1-4, 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.

#### 5.2.4 - Dead and Down Creation

##### 5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two trees, nine (9) inches or larger in diameter on the ground for every two acres. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of five feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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

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

### 5.4 - Soil Protection

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

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

#### 5.4.2 - 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.

### 5.8 - Protection of Endangered Species

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

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

## 6 - Safety and Fire Prevention

### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

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





# TIMBER SALE MAP

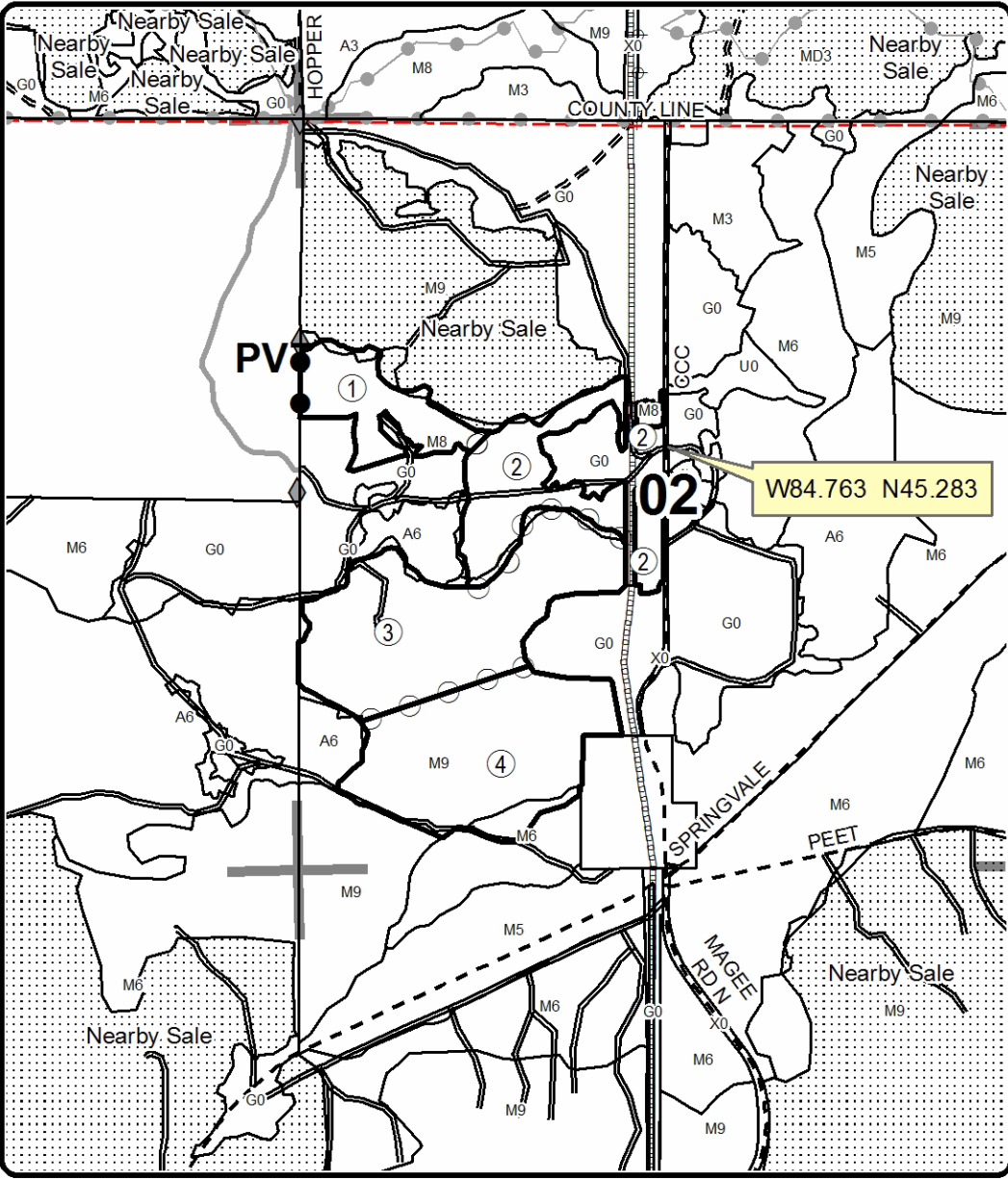
This information provided by authority of Part 525, 1994 PA 451, as amended.

Forest Management Unit Gaylord	County Charlevoix	Mapped By Crew	Date 09/21/2018	Page 1	of 1
Township 33N	Range 04W	Section(s) and Subdivision(s) 2 - S1/2NW, SW	Scale 1:15,840		

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	13.5	4	37.7
2	22.2		
3	42.1		

## TSP's Hardwoods Compartment 034 115.5 Acres



### Legend

- Stand Boundaries
- Field Grade Corners
- Secondary Forest Road
- Forest Access Route
- Gravel Road
- County Road - Seasonal
- Private
- Nearby Timber Sales
- Section Corners
- Against State (Red)
- Payment Unit (Yellow)
- Private Line (Blue)
- Pipeline
- Powerline

Locator Map  
1:200,000





Tally's Mix (52-023-18)

T29N, R01W, SEC. 23; T29N, R01W, SEC. 25; T29N, R01W, SEC. 26; Otsego

In response to the notice of sale to be held 3:00 p.m. (local time) on February 28, 2019, 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>			
BI/R/Hybrid Oak	5.00 MBF	\$ 101.00/MBF	\$ _____
Jack Pine	23.00 MBF	\$ 50.00/MBF	\$ _____
Mixed Aspen	22.00 MBF	\$ 55.00/MBF	\$ _____
Red Maple	0.80 MBF	\$ 115.00/MBF	\$ _____
Red Oak	19.60 MBF	\$ 217.00/MBF	\$ _____
Red Pine	21.10 MBF	\$ 109.00/MBF	\$ _____
White Oak	5.10 MBF	\$ 71.00/MBF	\$ _____
White Pine	3.80 MBF	\$ 53.00/MBF	\$ _____
<b>Pulpwood</b>			
Jack Pine	275.00 Cords	\$ 20.35/Cord	\$ _____
Mixed Aspen	515.00 Cords	\$ 19.55/Cord	\$ _____
Mixed Hardwood	43.00 Cords	\$ 25.15/Cord	\$ _____
Mixed Oak	85.00 Cords	\$ 20.85/Cord	\$ _____
Red Pine	32.00 Cords	\$ 46.85/Cord	\$ _____
White Pine	11.00 Cords	\$ 25.75/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 12.88 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 (       )	
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**

Tsp's Hardwood (52-028-18)  
T33N, R04W, SEC. 2; Charlevoix COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on February 28, 2019, 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	1.60 MBF	\$ 63.00/MBF	\$ _____
Basswood	66.20 MBF	\$ 62.00/MBF	\$ _____
Beech	32.20 MBF	\$ 65.00/MBF	\$ _____
Black Cherry	6.60 MBF	\$ 268.00/MBF	\$ _____
Red Maple	8.10 MBF	\$ 132.00/MBF	\$ _____
Sugar Maple	149.70 MBF	\$ 341.00/MBF	\$ _____
<b>Pulpwood</b>			
B. T. Aspen	6.00 Cords	\$ 22.35/Cord	\$ _____
Basswood	167.00 Cords	\$ 7.65/Cord	\$ _____
Beech	125.00 Cords	\$ 28.75/Cord	\$ _____
Mixed Hardwood	659.00 Cords	\$ 28.75/Cord	\$ _____
White Ash	98.00 Cords	\$ 28.75/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 16.54 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**



FOR DEPARTMENT USE ONLY	
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.
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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 (       )	
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

Gilner's Gulch (52-027-18)  
T33N, R04W, SEC. 14; T33N, R04W, SEC. 15; Charlevoix COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on February 28, 2019, 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>			
Basswood	11.40 MBF	\$ 59.00/MBF	\$ _____
Beech	9.80 MBF	\$ 61.00/MBF	\$ _____
Red Maple	1.50 MBF	\$ 124.00/MBF	\$ _____
Red Oak	98.10 MBF	\$ 233.00/MBF	\$ _____
Sugar Maple	28.20 MBF	\$ 320.00/MBF	\$ _____
<b>Pulpwood</b>			
Basswood	26.00 Cords	\$ 7.15/Cord	\$ _____
Beech	42.00 Cords	\$ 26.95/Cord	\$ _____
Misc. Species 1	192.00 Cords	\$ 3.75/Cord	\$ _____
Mixed Hardwood	118.00 Cords	\$ 26.95/Cord	\$ _____
Red Oak	142.00 Cords	\$ 22.30/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 21.74 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: _____
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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

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  - C.  Corporation
  
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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 (       )	
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**