



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6350**

**SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on May 2, 2019.**

**LOCATION: PIGEON RIVER COUNTRY MGMT UNIT, PO BOX 456, 9966 TWIN LAKES ROAD, VANDERBILT, MI 49795.**

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

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

Ox View Aspen (53-015-18) / T33N, R01E, SEC. 25, S1/2NW,NWSW.

Cheboygan County, Advertised Price \$21,733.75, 41.3 Acres, Aspen, Hardwood.

SALE NOTE: The MCCCT cycle trail follows Oxbow Creek Road which will be the main haul road out of the sale.

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.

Forgotten Fir SBW (53-025-18) / T34N, R01W, SEC. 20, SE.

T34N, R01W, SEC. 21, W1/2SW.

Cheboygan County, Advertised Price \$13,501.60, 32.8 Acres, Spruce/Fir/Tamarack, Hardwood.

SALE NOTE: Fill material is required for Road 1 (see spec 4.1.8). Payment Unit 1 has wet ground and may only be operated during dry summer or frozen ground conditions (see spec 5.2.22.1).

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

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

Bids must be received by the Unit Manager, PIGEON RIVER COUNTRY OFFICE, PO BOX 456 9966 TWIN LAKES ROAD, VANDERBILT, MI 49795, no later than 9:00 a.m. (local time) on May 2, 2019. 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 (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**

Ox View Aspen (53-015-18)

T33N, R01E, SEC. 25.

Cheboygan County (Advertised Price \$21,733.75)

SALE NOTE: The MCCCT cycle trail follows Oxbow Creek Road which will be the main haul road out of the sale.

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>		
BI/R/Hybrid Oak	7.80 MBF	\$ 112.00 / MBF
Mixed Aspen	80.90 MBF	\$ 61.00 / MBF
Red Pine	15.30 MBF	\$ 117.00 / MBF
<b>Pulpwood</b>		
BI/R/Hybrid Oak	71.00 Cords	\$ 17.50 / Cord
Jack Pine	77.00 Cords	\$ 24.25 / Cord
Mixed Aspen	480.00 Cords	\$ 20.80 / Cord
Red Maple	3.00 Cords	\$ 21.00 / Cord
Red Pine	16.00 Cords	\$ 47.00 / Cord
White Pine	8.00 Cords	\$ 28.30 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 16.75 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 \$1,500.00 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	45.2%
02	54.8%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE				
1	BI/R/Hybrid Oak	Sawtimber	3.5	MBF	18.7	\$9,817.45				
	Mixed Aspen		36.6	MBF						
	<i>B. T. Aspen</i>		32.1	<i>MBF</i>						
	<i>Quaking Aspen</i>		4.5	<i>MBF</i>						
	Red Pine		6.9	MBF						
	BI/R/Hybrid Oak	Pulpwood	32.0	Cords						
	Jack Pine		35.0	Cords						
	Mixed Aspen		217.0	Cords						
	<i>B. T. Aspen</i>		193.0	<i>Cords</i>						
	<i>Quaking Aspen</i>		24.0	<i>Cords</i>						
	Red Maple		1.0	Cords						
	Red Pine		7.0	Cords						
	White Pine		4.0	Cords						
	2		BI/R/Hybrid Oak	Sawtimber			4.3	MBF	22.6	\$11,916.30
			Mixed Aspen				44.3	MBF		
<i>B. T. Aspen</i>		38.8	<i>MBF</i>							
<i>Quaking Aspen</i>		5.5	<i>MBF</i>							
Red Pine		8.4	MBF							
BI/R/Hybrid Oak		Pulpwood	39.0	Cords						
Jack Pine			42.0	Cords						
Mixed Aspen			263.0	Cords						
<i>B. T. Aspen</i>			234.0	<i>Cords</i>						
<i>Quaking Aspen</i>			29.0	<i>Cords</i>						
Red Maple			2.0	Cords						
Red Pine			9.0	Cords						
White Pine			4.0	Cords						
TOTAL:			104.0	MBF						
TOTAL:			655.0	Cords						

# Sale Specific Conditions & Requirements

**Sale Name: Ox View Aspen**

**Sale Number: 53-015-18 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, respectively. The red painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) I & II, cut all trees that are two (2) inches or more at DBH, regardless of merchantability, except do not cut any trees 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)

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

### 5.1 - 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. Contact Dwayne Shomock with Merit Energy at (231)590-1310. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

##### 5.2.1.8 - 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 the grass 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.

#### 5.2.2 - 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) I & II, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 1 to July 1. This restriction is limit the effects of over-browsing by elk and deer.

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

The MCCCT trail is a motorcycle/ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with orange MCCCT markers. The cycle trail follows Oxbow Creek Road which will be the main haul route out of the sale. Truck drivers should be made aware of the possible presence of motorcycles and/or ORV's using that route.

### 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.

## 6 - Safety and Fire Prevention

### 6.2 - Signing

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

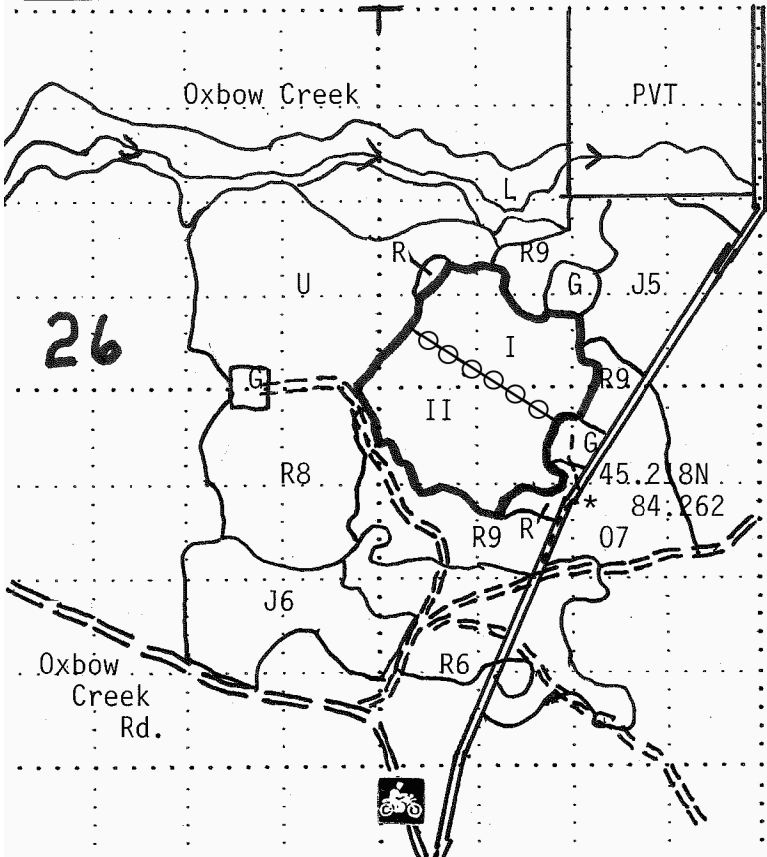
The Purchaser is responsible for posting and maintaining caution signs on Oxbow Creek Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.



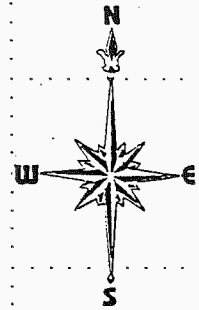


Forest Management Unit Pigeon River Country FMU		County Cheboygan	Mapped By Rick McDonald	Date 06/26/2018	Page of
Township 33N		Range 01E	Cruised By Rick McDonald	Section(s) and Subdivision(s) (25) S $\frac{1}{2}$ of NW $\frac{1}{4}$ , N $\frac{1}{2}$ of SW $\frac{1}{4}$ (26) SE/NE, NE/SE	
Scale 1" = 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 61  
stand 39

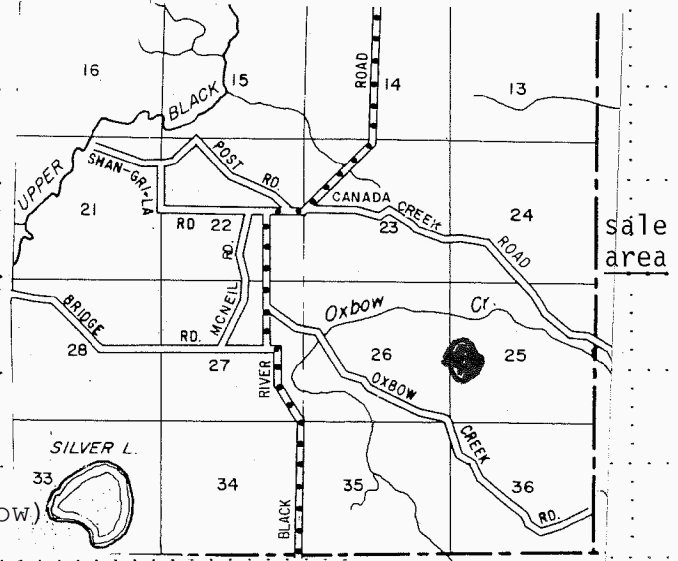


25

OXVIEW ASPEN (41.3 acres)

Unit I ----- 18.7 acres  
 Unit II ----- 22.6 acres

- MCCCT Cycle Trail
- County Road - Dirt
- Open Forest Road
- Pipeline
- Sale Area Boundary (Red)
- Payment Unit Line (Yellow)
- R** Retention





**TIMBER SALE INFORMATION**

Forgotten Fir SBW (53-025-18)  
 T34N, R01W, SEC. 20; T34N, R01W, SEC. 21.  
 Cheboygan County (Advertised Price \$13,501.60)

SALE NOTE: Fill material is required for Road 1 (see spec 4.1.8). Payment Unit 1 has wet ground and may only be operated during dry summer or frozen ground conditions (see spec 5.2.22.1).

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. 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 Maple	18.50 MBF	\$ 88.00 / MBF
Pulpwood		
Balsam Fir	245.00 Cords	\$ 17.00 / Cord
Mixed Aspen	153.00 Cords	\$ 18.00 / Cord
Mixed Hardwood	162.00 Cords	\$ 18.20 / Cord
Mixed Spruce	32.00 Cords	\$ 24.85 / Cord
Paper Birch	26.00 Cords	\$ 19.25 / Cord
White Pine	29.00 Cords	\$ 24.50 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 15.78 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 \$1,350.00 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	34.0%
02	66.0%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 12/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	7.3	MBF	11.6	\$4,588.00
	Balsam Fir	Pulpwood	97.0	Cords		
	<i>Balsam Fir</i>	<i>Sawtimber</i>	8.1	<i>MBF</i>		
	<i>Balsam Fir</i>	<i>Pulpwood</i>	81.0	<i>Cords</i>		
	Mixed Aspen		60.0	Cords		
	<i>Quaking Aspen</i>		60.0	<i>Cords</i>		
	Mixed Hardwood		45.0	Cords		
	<i>Black Cherry</i>		3.0	<i>Cords</i>		
	<i>Red Maple</i>		42.0	<i>Cords</i>		
	Mixed Spruce		16.0	Cords		
	<i>Black Spruce</i>	<i>Sawtimber</i>	1.8	<i>MBF</i>		
	<i>White Spruce</i>		0.5	<i>MBF</i>		
	<i>Black Spruce</i>	<i>Pulpwood</i>	9.0	<i>Cords</i>		
	<i>White Spruce</i>		2.0	<i>Cords</i>		
	2	Red Maple	Sawtimber	11.2		
Balsam Fir		Pulpwood	148.0	Cords		
<i>Balsam Fir</i>		<i>Sawtimber</i>	10.0	<i>MBF</i>		
<i>Balsam Fir</i>		<i>Pulpwood</i>	128.0	<i>Cords</i>		
Mixed Aspen			93.0	Cords		
<i>Quaking Aspen</i>		<i>Sawtimber</i>	0.4	<i>MBF</i>		
<i>B. T. Aspen</i>		<i>Pulpwood</i>	38.0	<i>Cords</i>		
<i>Quaking Aspen</i>			54.0	<i>Cords</i>		
Mixed Hardwood			117.0	Cords		
<i>Red Maple</i>			117.0	<i>Cords</i>		
Mixed Spruce			16.0	Cords		
<i>White Spruce</i>		<i>Sawtimber</i>	2.7	<i>MBF</i>		
<i>Black Spruce</i>		<i>Pulpwood</i>	5.0	<i>Cords</i>		
<i>White Spruce</i>			6.0	<i>Cords</i>		
Paper Birch			26.0	Cords		
<i>Paper Birch</i>		<i>Sawtimber</i>	2.5	<i>MBF</i>		
<i>Paper Birch</i>		<i>Pulpwood</i>	21.0	<i>Cords</i>		
White Pine			29.0	Cords		
<i>White Pine</i>		<i>Sawtimber</i>	2.8	<i>MBF</i>		
<i>White Pine</i>		<i>Pulpwood</i>	23.0	<i>Cords</i>		
TOTAL:			18.5	MBF		
TOTAL:			647.0	Cords		

## Sale Specific Conditions & Requirements

**Sale Name: Forgotten Fir SBW**

**Sale Number: 53-025-18 Seq#: 1**

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint. The painted boundary line trees are not Included Timber and are to be protected.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH, except do not cut any trees marked with green paint.

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

Note that there are areas with a significant amount of blown down spruce, fir, and white pine within the sale area.

Merchantable trees within blowdown areas have been marked with green paint. Do not enter or operate equipment within these areas.

#### 2.2 - Utilization

##### 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. Also, see spec 2.1.11 for additional information on avoiding blowdown areas.

### 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. In addition, extreme care should be taken to avoid damage to oak, red pine, and paper birch saplings.

#### 3.6 - Payment Unit Cutting Schedule

##### 3.6.8 - Operating period (5/16)

Once cutting begins, operations must continue until all Payment Units are completed.

### 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.

##### 4.1.8 - Road work (1) (8/07)

Road 1 has several wet holes that must be filled prior to hauling. Fill material must be crushed limestone and may not be sourced from state land. Contact the sale administrator prior to beginning operations about locations and placement of material.

##### 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.

### 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 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.

##### 5.2.2 - 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.

##### 5.2.4 - Dead and Down Creation

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

All trees marked with an "X" of orange paint must be felled and left on site for wildlife. These trees have been taken off the timber tally.

##### 5.2.22 - Operating Caution

###### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet ground within the Payment Unit.

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

Do not cut or damage juneberry (serviceberry). Several of these have already been marked with green paint to aid in identification. These woody-shrub plants are highly beneficial to various wildlife species.

##### 5.2.31 - Landing locations (9/13)

The recommended landing area is the opening between the two Payment Units marked with a G0 on the timber sale map. Landings must be confined to this designated site unless otherwise authorized by the Unit Manager or his/her representative.

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

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

#### 5.4 - Soil Protection

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

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

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

Care must be taken to minimize soil damage due to the wet soils in Payment Unit 1. There are also a few small pockets of wet ground along the edges of Payment Unit 2.

#### 5.8 - Protection of Endangered Species

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

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

## **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 Road 1 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.

## **7 - Other Conditions**

### 7.2 - Extensions

#### 7.2.6 - Forest health extension (6/13)

This sale is considered high risk due to spruce budworm. It is considered at high risk for mortality and/or loss of timber value. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The forest health extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

## **8 - Performance and Settlement**

### 8.3 - Uncompleted or Terminated Contracts

#### 8.3.1 - Completion of contract, chipping (1/16)

In addition to cutting, all chipping must be completed by the contract expiration date. If chipping has not been completed, an extension fee or damages may be charged per General Condition & Requirement 7.2 and 8.3.



# TIMBER SALE MAP

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

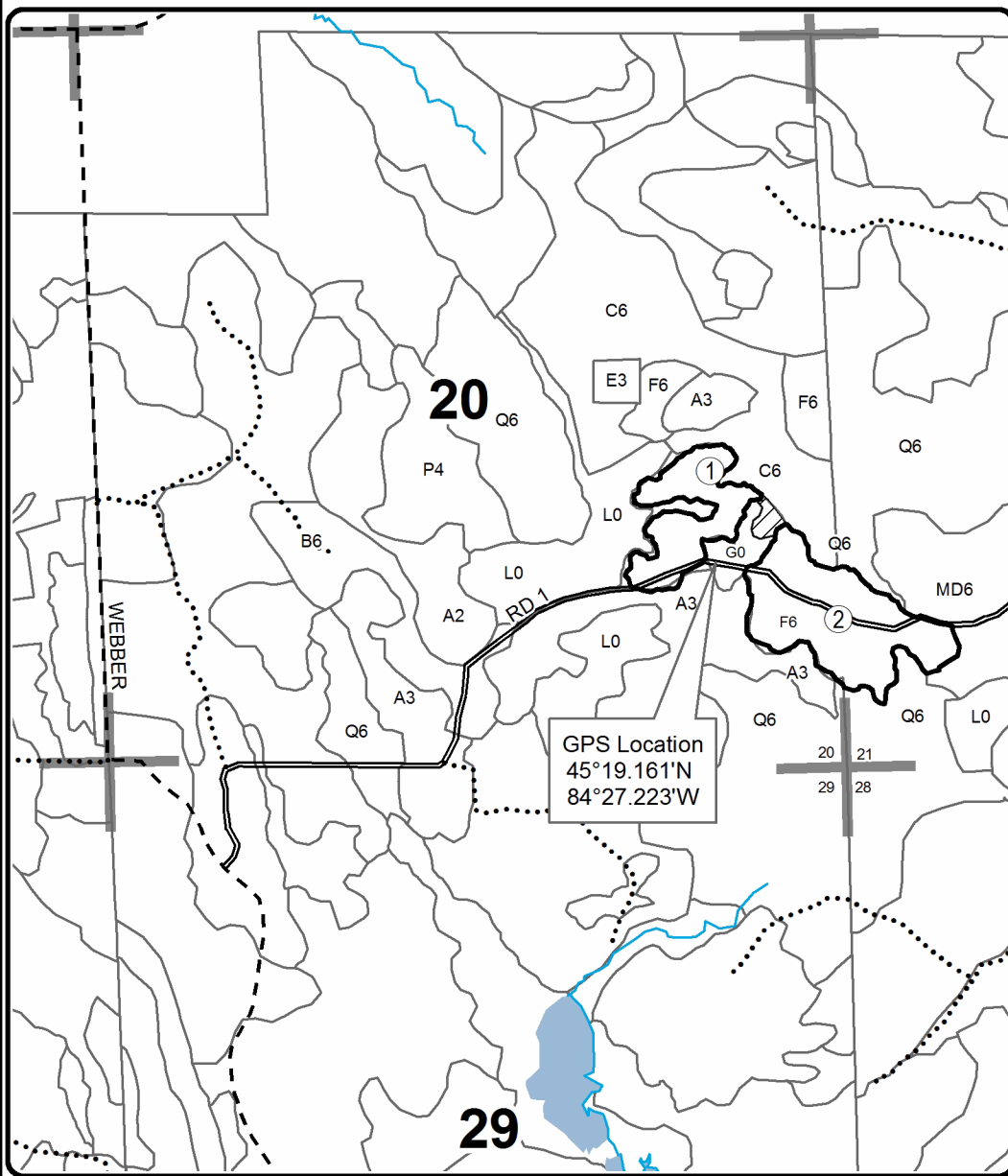
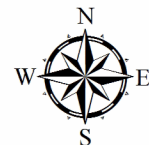
Sale Number	Year
53 - 025	18

Forest Management Unit Pigeon River Country	County Cheboygan	Mapped By Rekowski	Date 08/20/2018	Page 1	of 1
Township 34N	Range 01W	Section(s) and Subdivision(s) 20: SE1/4 21: W1/2SW	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
1	11.6
2	21.2

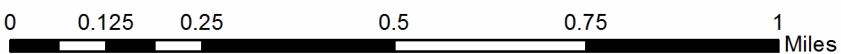
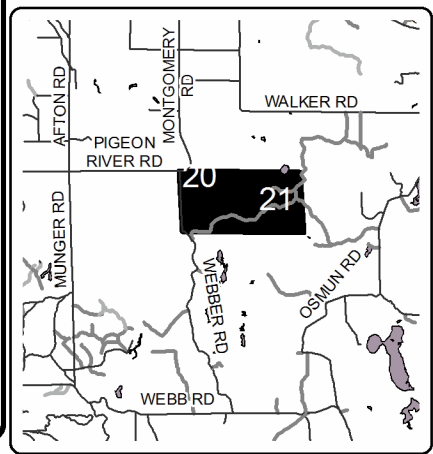
**Forgotten Fir**  
**Compartment 002**  
**32.8 Acres**



## Legend

- Sale Boundary (Red)
- Retention Area
- Stand Boundaries
- Secondary Forest Road
- Gravel Road
- Closed Roads
- Perennial River
- Lakes
- Section Corners

**Locator Map**  
**1:200,000**





Ox View Aspen (53-015-18)  
T33N, R01E, SEC. 25; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 2, 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	7.80 MBF	\$ 112.00/MBF	\$ _____
Mixed Aspen	80.90 MBF	\$ 61.00/MBF	\$ _____
Red Pine	15.30 MBF	\$ 117.00/MBF	\$ _____
<b>Pulpwood</b>			
BI/R/Hybrid Oak	71.00 Cords	\$ 17.50/Cord	\$ _____
Jack Pine	77.00 Cords	\$ 24.25/Cord	\$ _____
Mixed Aspen	480.00 Cords	\$ 20.80/Cord	\$ _____
Red Maple	3.00 Cords	\$ 21.00/Cord	\$ _____
Red Pine	16.00 Cords	\$ 47.00/Cord	\$ _____
White Pine	8.00 Cords	\$ 28.30/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 16.75 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**

Forgotten Fir SBW (53-025-18)  
T34N, R01W, SEC. 20; T34N, R01W, SEC. 21; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 2, 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>			
Red Maple	18.50 MBF	\$ 88.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	245.00 Cords	\$ 17.00/Cord	\$ _____
Mixed Aspen	153.00 Cords	\$ 18.00/Cord	\$ _____
Mixed Hardwood	162.00 Cords	\$ 18.20/Cord	\$ _____
Mixed Spruce	32.00 Cords	\$ 24.85/Cord	\$ _____
Paper Birch	26.00 Cords	\$ 19.25/Cord	\$ _____
White Pine	29.00 Cords	\$ 24.50/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 15.78 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.

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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): \_\_\_\_\_

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\_\_\_\_\_ 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

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Title

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Date

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