

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6487

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on October 17, 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:

Honeylocust Aspine (53-004-19) / T32N, R02W, SEC. 11, NENW.
T32N, R02W, SEC. 2, S1/2SW,W1/2SE.
Otsego County, Advertised Price \$14,355.50, 53.1 Acres, Aspen, Jack Pine.

SALE NOTE: There is a chipping requirement (spec 2.2.2) and seasonal operating restrictions (specs 5.2.3.1 & 5.2.3.4).

Scattershot Mix (53-006-19) / T32N, R02W, SEC. 11, E1/2NE,NESE.

T32N, R02W, SEC. 12, W1/2NW,NWSW.

T32N, R02W, SEC. 2 , SENE,E1/2SE.

Otsego County, Advertised Price \$29,721.05, 52.9 Acres, Aspen, Red Oak.

SALE NOTE: Please note the seasonal operating restrictions and chipping requirement for Payment Unit 3.

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 October 17, 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 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. 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

Honeylocust Aspine (53-004-19)
T32N, R02W, SEC. 11; T32N, R02W, SEC. 2.
Otsego County (Advertised Price \$14,355.50)

SALE NOTE: There is a chipping requirement (spec 2.2.2) and seasonal operating restrictions (specs 5.2.3.1 & 5.2.3.4).

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:

PRODUCTS & SPECIES	ESTIMATE	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Red Oak	3.90	MBF	\$	161.00 / MBF
Red Pine	3.40	MBF	\$	122.00 / MBF
Pulpwood				
B. T. Aspen	391.00	Cords	\$	19.65 / Cord
Jack Pine	185.00	Cords	\$	25.85 / Cord
Mixed Hardwood	13.00	Cords	\$	18.80 / Cord
Red Oak	4.00	Cords	\$	19.50 / Cord
Red Pine	4.00	Cords	\$	49.80 / Cord
White Pine	12.00	Cords	\$	27.15 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 28.33 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 \$1,436.00 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	30.0%
02	29.3%
03	22.8%
04	17.9%

- 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	Red Oak	Sawtimber	2.6	MBF	11.5	\$4,298.50
	B. T. Aspen	Pulpwood	181.0	Cords		
	Jack Pine		2.0	Cords		
	Mixed Hardwood		7.0	Cords		
	Red Oak		3.0	Cords		
	White Pine		3.0	Cords		
2	B. T. Aspen	Pulpwood	79.0	Cords	19.7	\$4,207.85
	B. T. Aspen	Sawtimber	1.3	MBF		
	B. T. Aspen	Pulpwood	76.0	Cords		
	Jack Pine		102.0	Cords		
	Mixed Hardwood		1.0	Cords		
3	B. T. Aspen	Pulpwood	62.0	Cords	15.4	\$3,279.25
	B. T. Aspen	Sawtimber	1.0	MBF		
	B. T. Aspen	Pulpwood	60.0	Cords		
	Jack Pine		79.0	Cords		
	Mixed Hardwood		1.0	Cords		
4	Red Oak	Sawtimber	1.3	MBF	6.5	\$2,569.90
	Red Pine		3.4	MBF		
	B. T. Aspen	Pulpwood	69.0	Cords		
	Jack Pine		2.0	Cords		
	Mixed Hardwood		4.0	Cords		
	Red Oak		1.0	Cords		
	Red Pine		4.0	Cords		
	White Pine		9.0	Cords		
		TOTAL:	7.3	MBF		
		TOTAL:	609.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Honeylocust Aspine Sale Number: 53-004-19 Seq#: 1

1 - Sale Area

12 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The red painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 4, cut all trees that are two (2) inches or more at DBH, except do not cut any green marked trees.

Within Payment Unit(s) 2 and 3, cut all trees that are two (2) inches or more at DBH, except do not trees marked with green paint, white pine over ten (10) inches at DBH, or any red oak, white oak, or red pine.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Units 2 and 3 must be chip harvested to encourage ground scarification. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

2.2.3 - Stump heights (4/07)

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

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to merchantable leave trees. Within the sale area, if more than 10% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

In addition, extreme care should be taken to avoid damage to red oak, white oak, and red pine saplings throughout all Payment Units.

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.

4.1.7 - Road closure (10/11)

Overgrown roads that are reopened must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks.

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

4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 60 days of completion of hauling, Road 107 must be graded to smooth out any holes that develop. In addition, 2 water diversion ditches must also be created along washout areas on the road. Damages will be assessed if grading/repair does not occur. A bulldozer or grader is required to complete this road 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

5.2.2 - 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) 2 and 3, cutting, skidding, and hauling are limited to the period of May 1 to November 15. This restriction is in place to increase the amount of ground scarification during snow-free months.

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

Within Payment Unit(s) 1, 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.

5.2.4 - Dead and Down Creation

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

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

5.2.31 - Landing locations (9/13)

The recommended landing area is marked on the Timber Sale Map. The landing must be confined to this designated site unless otherwise authorized by the Unit Manager or his/her representative.

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.

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 Honeylocust Trail 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.

7 - Other Conditions

7.2 - Extensions

7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract.

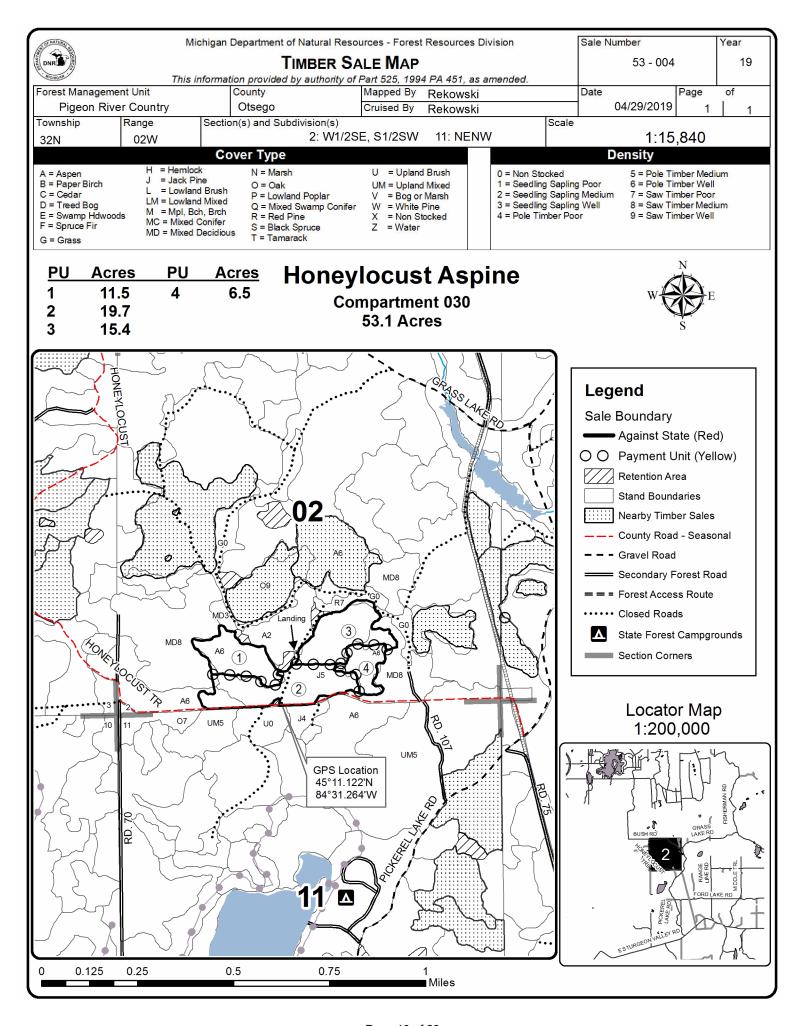
8 - Performance and Settlement

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.

Section Name: Sale Specific Current as of 9/9/2019 8:24:16AM



TIMBER SALE INFORMATION

Scattershot Mix (53-006-19)

T32N, R02W, SEC. 11; T32N, R02W, SEC. 12; T32N, R02W, SEC. 2. Otsego County (Advertised Price \$29,721.05)

SALE NOTE: Please note the seasonal operating restrictions and chipping requirement for Payment Unit 3.

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:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADV	ERTISED PRICE
Sawtimber				
B. T. Aspen	16.00	MBF	\$	59.00 / MBF
Red Maple	3.30	MBF	\$	79.00 / MBF
Red Oak	31.70	MBF	\$	161.00 / MBF
Red Pine	32.20	MBF	\$	122.00 / MBF
White Pine	5.70	MBF	\$	54.00 / MBF
Pulpwood				
Jack Pine	51.00	Cords	\$	25.85 / Cord
Mixed Aspen	603.00	Cords	\$	19.65 / Cord
Red Maple	102.00	Cords	\$	18.80 / Cord
Red Oak	55.00	Cords	\$	19.50 / Cord
Red Pine	35.00	Cords	\$	49.80 / Cord
White Pine	47.00	Cords	\$	27.15 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 18.20 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 \$2,972.00 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	6.8%
02	12.2%
03	43.7%
04	16.2%
05	21.1%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2023.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	3.4	MBF	4.7	\$2,034.95
	Mixed Aspen	Pulpwood	79.0	Cords		
	Red Maple		15.0	Cords		
2	B. T. Aspen	Sawtimber	6.0	MBF	8.7	\$3,627.35
	Red Maple		0.4	MBF		
	Jack Pine	Pulpwood	1.0	Cords		
	Mixed Aspen		134.0	Cords		
	Red Maple		31.0	Cords		
3	B. T. Aspen	Sawtimber	5.1	MBF	20.3	\$12,982.75
	Red Pine		28.8	MBF		
	White Pine		2.6	MBF		
	Jack Pine	Pulpwood	43.0	Cords		
	Mixed Aspen	•	284.0	Cords		
	Red Maple		13.0	Cords		
	Red Pine		30.0	Cords		
	White Pine		22.0	Cords		
4	Red Oak	Sawtimber	20.2	MBF	9.2	\$4,816.90
	Jack Pine	Pulpwood	5.0	Cords		
	Mixed Aspen		6.0	Cords		
	Red Maple		14.0	Cords		
	Red Oak		42.0	Cords		
	Red Pine		2.0	Cords		
	White Pine		5.0	Cords		
5	B. T. Aspen	Sawtimber	1.5	MBF	10.0	\$6,259.10
	Red Maple		2.9	MBF		
	Red Oak		11.5	MBF		
	Red Pine		3.4	MBF		
	White Pine		3.1	MBF		
	Jack Pine	Pulpwood	2.0	Cords		
	Mixed Aspen	•	100.0	Cords		
	Red Maple		29.0	Cords		
	Red Oak		13.0	Cords		
	Red Pine		3.0	Cords		
	White Pine		20.0	Cords		
		TOTAL:	88.9	MBF		
		TOTAL:	893.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Scattershot Mix Sale Number: 53-006-19 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior retention areas are marked with a red X. Interior Payment Unit boundaries are marked with yellow paint. Red painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-5, cut all trees that are two (2) inches or more at DBH, with the following exceptions:

- Within Payment Unit 1, do not cut any red pine, white pine, or trees marked with green paint. In addition, do not cut any oak saplings marked with green paint.
- Within Payment Unit 2, do not cut any oak, red pine, white pine, or trees marked with green paint. In addition, cut all oak saplings less than 4 inches at DBH, unless marked with green paint.
- Within Payment Unit 3, do not cut oak or any trees marked with green paint. In addition, cut all oak saplings less than 4 inches at DBH, unless marked with green paint.
- Within Payment Unit 4, do not cut any red pine or white pine greater than ten (10) inches at DBH. In addition, do not cut any oak saplings that are marked with green paint.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Unit 3 must be chip harvested to encourage ground scarification. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

3 - Payments

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured.

No damage is acceptable to merchantable trees. Within the sale area, if more than 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.

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.

4.1.7 - Road closure (10/11)

Overgrown roads that are reopened must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing double earthen berms at strategic locations. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.1.12 - No new roads (1/12)

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

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

4.4 - Access

4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

5 - Operations

5.1 - Notification

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

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

5.2.1.10 - No slash in openings (5/10)

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

5.2.2 - 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) 3, cutting, skidding, and hauling are limited to the period of July 15 to November 15. This restriction is in place to encourage ground scarification during snow-free months.

Within Payment Unit(s) 1, 2, 4, and 5, cutting and skidding are limited to the period of September 1 to April 15. This restriction is in place in order to limit browsing impacts from deer and elk.

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

Within Payment Unit(s) 1-5, 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.

5.2.4 - Dead and Down Creation

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

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

5.2.31 - Landing locations (9/13)

The recommended landing area for Payment Units 3, 4, and 5 is in the interior of Payment Unit 3, and is marked on the Timber Sale Map with the letters "LD". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

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 Pickerel Lake Road and Honeylocust Trail 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.

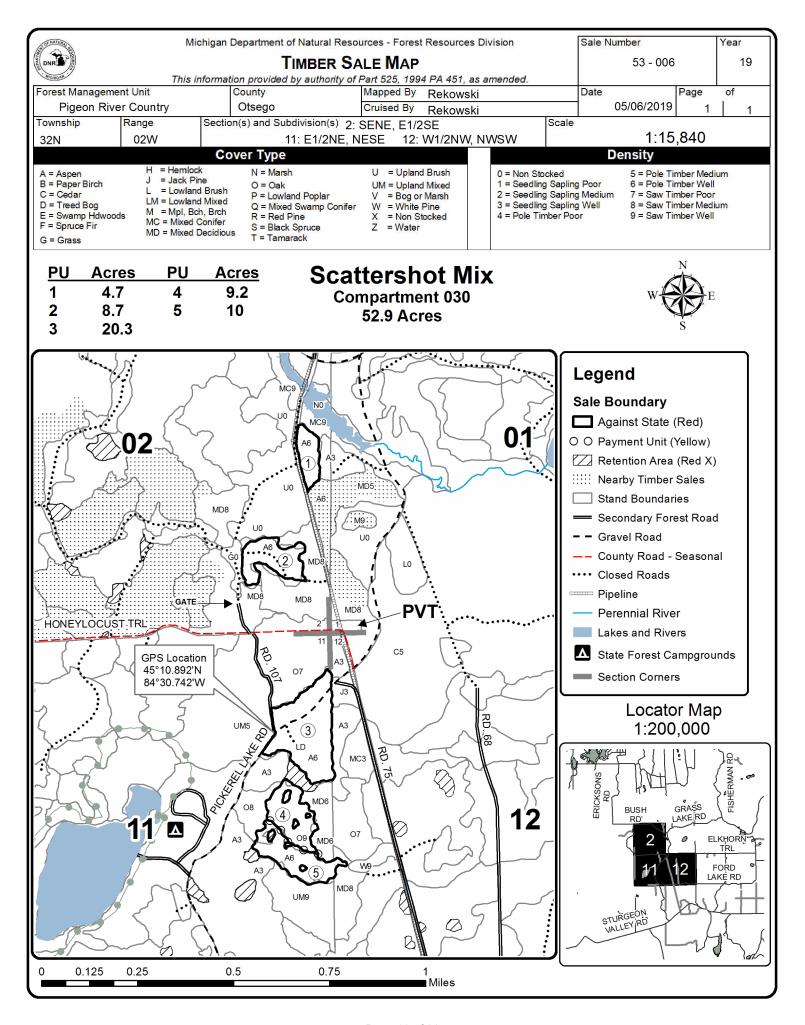
8 - Performance and Settlement

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.

Section Name: Sale Specific Current as of 9/6/2019 11:53:32AM



BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT
PIGEON RIVER COUNTRY OFFICE

Honeylocust Aspine (53-004-19)

T32N, R02W, SEC. 11; T32N, R02W, SEC. 2; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on October 17, 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>ESTIMATED</u>	VOLUME*	<u>AD</u>	ADVERTISED PRICE BID PRICE	
3.90	MBF	\$	161.00/MBF	\$
3.40	MBF	\$	122.00/MBF	\$
391.00	Cords	\$	19.65/Cord	\$
185.00	Cords	\$	25.85/Cord	\$
13.00	Cords	\$	18.80/Cord	\$
4.00	Cords	\$	19.50/Cord	\$
4.00	Cords	\$	49.80/Cord	\$
12.00	Cords	\$	27.15/Cord	\$
	3.90 3.40 391.00 185.00 13.00 4.00 4.00	3.90 MBF 3.40 MBF 3.40 Cords 185.00 Cords 13.00 Cords 4.00 Cords 4.00 Cords 12.00 Cords	3.90 MBF \$ 3.40 MBF \$ 391.00 Cords \$ 185.00 Cords \$ 13.00 Cords \$ 4.00 Cords \$ 4.00 Cords \$	3.90 MBF \$ 161.00/MBF 3.40 MBF \$ 122.00/MBF 391.00 Cords \$ 19.65/Cord 185.00 Cords \$ 25.85/Cord 13.00 Cords \$ 18.80/Cord 4.00 Cords \$ 19.50/Cord 4.00 Cords \$ 49.80/Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 28.33 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 SECU	IRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PERSON	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.	
Individual	or company representative's signatur	e:		Date:	
Phone nu	mber :	Email (d	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



Title

Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

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
- 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 <u>one</u> of the boxes below): A.

 Sole Proprietorship (individual) B.

 Partnership C.

 Corporation You must check one of the boxes below: A. \square 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. \(\Backslash \) I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twentyone (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 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

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

Date

BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT
PIGEON RIVER COUNTRY OFFICE

Scattershot Mix (53-006-19)

T32N, R02W, SEC. 11; T32N, R02W, SEC. 12; T32N, R02W, SEC. 2; Otsego

In response to the notice of sale to be held 9:00 a.m. (local time) on October 17, 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.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>A</u> E	VERTISED PRICE	BID PRICE/UNIT
Sawtimber				
B. T. Aspen	16.00 MBF	\$	59.00/MBF	\$
Red Maple	3.30 MBF	\$	79.00/MBF	\$
Red Oak	31.70 MBF	\$	161.00/MBF	\$
Red Pine	32.20 MBF	\$	122.00/MBF	\$
White Pine	5.70 MBF	\$	54.00/MBF	\$
Pulpwood				
Jack Pine	51.00 Cords	\$	25.85/Cord	\$
Mixed Aspen	603.00 Cords	\$	19.65/Cord	\$
Red Maple	102.00 Cords	\$	18.80/Cord	\$
Red Oak	55.00 Cords	\$	19.50/Cord	\$
Red Pine	35.00 Cords	\$	49.80/Cord	\$
White Pine	47.00 Cords	\$	27.15/Cord	\$
i				

^{*}The volumes are statistically estimated within plus (+) or minus (-) 18.20 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 SECU	IRITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.	
Individual	or company representative's signatur	re:		Date:	_
Phone nu	ımber :	Email (c	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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY
Sale Number (XX – XXX – XX – XX)
Forest Management Unit:

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 <u>one</u> 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 o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). 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. 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		deral ID (or) Social Security No.
Address		lephone)
City	City State ZIF	
in f	hereby certify that the above information is true and correct. I agnificators affecting my coverage during any of my present and future. Signature of Owner or Authorized Representative	
Ī	Title	Date

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