



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN  
TIMBER SALE PROSPECTUS #7498**

**SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on October 24, 2024.**

**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:

Jake Brake Aspen (53-021-24) / T32N, R02W, SEC. 21, SE.  
T32N, R02W, SEC. 22, SENW,NWNE,S1/2NE,SWSW,N1/2SE.  
Otsego County, Advertised Price \$48,281.70, 70.2 Acres, Aspen, Hardwood.

Pipeline Red Pine 2 (53-026-24) / T33N, R01E, SEC. 25, SW.  
T33N, R01E, SEC. 26, E1/2SE.  
Cheboygan County, Advertised Price \$25,511.30, 29.0 Acres, Red Pine, Jack Pine.

**SALE NOTE:** 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.

## BID INSTRUCTIONS (VER. 10/10/2022):

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

Bids must be received by the Unit Manager, PIGEON RIVER COUNTRY OFFICE, PO Box 456 9966 Twin Lakes Road, Vanderbilt, MI 49795, no later than 9:00 a.m. (local time) on October 24, 2024. For further information concerning this sale, contact Mark Monroe at 989-983-4101 extension .

### 2. Bidder's Qualifications (10/22)

If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

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

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at [www.michigan.gov/timberbidding](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. Worker's Compensation (10/22)

Purchaser shall obtain worker's compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

#### 10. Timber Sale Contract (10/22)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at [www.michigan.gov/timber](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 ( $\$1,500/\$10,000 * 100$ ).

#### 11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

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

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

#### 12. Certification and Chain-of-Custody (10/22)

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

#### 13. Good Neighbor Authority (GNA) Requirements (10/22)

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

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In

addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

14. Good Neighbor Authority (GNA) Requirements, con't (10/22)

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

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

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

Scott Bowen  
Director

## TIMBER SALE INFORMATION

Jake Brake Aspen (53-021-24)  
T32N, R02W, SEC. 21; T32N, R02W, SEC. 22.  
Otsego County (Advertised Price \$48,281.70)

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Pulpwood                      |                         |                         |
| Balsam Fir                    | 33 Cords                | \$ 22.30 / Cord         |
| Mixed Aspen                   | 1,878 Cords             | \$ 18.70 / Cord         |
| Mixed Hardwood                | 304 Cords               | \$ 13.25 / Cord         |
| Red Oak                       | 16 Cords                | \$ 23.75 / Cord         |
| Red Pine                      | 71 Cords                | \$ 51.40 / Cord         |
| White Pine                    | 219 Cords               | \$ 19.80 / Cord         |
| White Spruce                  | 2 Cords                 | \$ 16.80 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 19.06 percent. There are an estimated 2,526 cords on this timber sale, plus or minus 482 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

### **BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$4,828.00 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                  | 38.3%                       |
| 02                  | 61.7%                       |

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2027.

### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

| VOLUME           |             | STATISTICAL RANGE IN CORDS |         |         |
|------------------|-------------|----------------------------|---------|---------|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR              | MINIMUM | MAXIMUM |
| 199,558          | 2,526       | 19.06%                     | 2,044   | 3,008   |

**VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

| VDU           | VOLUME           |              | PERCENT ERROR | RANGE IN CORDS |              |
|---------------|------------------|--------------|---------------|----------------|--------------|
|               | TOTAL CUBIC FEET | TOTAL CORDS  |               | MINIMUM        | MAXIMUM      |
| 95            | 81,318           | 1,029        | 32.35%        | 696            | 1,362        |
| 110           | 118,240          | 1,497        | 23.65%        | 1,143          | 1,851        |
| <b>TOTAL:</b> | <b>199,558</b>   | <b>2,526</b> |               | <b>1,839</b>   | <b>3,213</b> |

**VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

| VDU           | VDU ACRES   | PU | PU ACRES    |
|---------------|-------------|----|-------------|
| 95            | 31.2        | 1  | 31.2        |
| 110           | 39.0        | 2  | 39.0        |
| <b>TOTAL:</b> | <b>70.2</b> |    | <b>70.2</b> |

**DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

| PU            | MARKET GROUP         | PRODUCT          | QUANTITY | UNIT         | ACRES | ADVERTISE PRICE |
|---------------|----------------------|------------------|----------|--------------|-------|-----------------|
| 1             | Balsam Fir           | Pulpwood         | 33       | Cords        | 31.2  | \$18,494.85     |
|               | Mixed Aspen          |                  | 742      | Cords        |       |                 |
|               | <i>B. T. Aspen</i>   | <i>Sawtimber</i> | 4.9      | <i>MBF</i>   |       |                 |
|               | <i>B. T. Aspen</i>   | <i>Pulpwood</i>  | 732      | <i>Cords</i> |       |                 |
|               | Mixed Hardwood       |                  | 177      | Cords        |       |                 |
|               | <i>Beech</i>         |                  | 63       | <i>Cords</i> |       |                 |
|               | <i>Red Maple</i>     |                  | 86       | <i>Cords</i> |       |                 |
|               | <i>Sugar Maple</i>   |                  | 28       | <i>Cords</i> |       |                 |
|               | Red Oak              |                  | 10       | Cords        |       |                 |
|               | <i>Red Oak</i>       | <i>Sawtimber</i> | 1.1      | <i>MBF</i>   |       |                 |
|               | <i>Red Oak</i>       | <i>Pulpwood</i>  | 8        | <i>Cords</i> |       |                 |
|               | White Pine           |                  | 64       | Cords        |       |                 |
|               | White Spruce         |                  | 2        | Cords        |       |                 |
| 2             | Mixed Aspen          | Pulpwood         | 1,136    | Cords        | 39.0  | \$29,786.85     |
|               | <i>B. T. Aspen</i>   | <i>Sawtimber</i> | 2.0      | <i>MBF</i>   |       |                 |
|               | <i>B. T. Aspen</i>   | <i>Pulpwood</i>  | 1,019    | <i>Cords</i> |       |                 |
|               | <i>Quaking Aspen</i> |                  | 113      | <i>Cords</i> |       |                 |
|               | Mixed Hardwood       |                  | 127      | Cords        |       |                 |
|               | <i>Red Maple</i>     |                  | 116      | <i>Cords</i> |       |                 |
|               | <i>Sugar Maple</i>   |                  | 11       | <i>Cords</i> |       |                 |
|               | Red Oak              |                  | 6        | Cords        |       |                 |
|               | <i>Red Oak</i>       |                  | 6        | <i>Cords</i> |       |                 |
|               | Red Pine             |                  | 71       | Cords        |       |                 |
| White Pine    |                      | 155              | Cords    |              |       |                 |
| <b>TOTAL:</b> |                      |                  | 2,523    | Cords        |       |                 |

# Sale Specific Conditions & Requirements

**Sale Name: Jake Brake Aspen**

**Sale Number: 53-021-24 Seq#: 1**

## 1 - Sale Area

### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint, with the exception of the boundary along Sturgeon Valley Road, which is unpainted and designated by the road. Retention patches are marked with red paint; no harvesting activities may occur within these areas. 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 trees ringed in green paint.

Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

## 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 Amendment. There will be only one division per Payment Unit.

### 3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are marked with green paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated 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. This requirement is to prevent concentrated deer and elk browse.

## 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 or bermed access 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. 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.

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

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

### 5 - Operations

#### 5.1 - Notification

##### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

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

A post-sale conference on site between the Purchaser and sale administrator is required 2 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

##### 5.2.2 - 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

###### 5.2.3.4 - 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.

##### 5.2.4 - Dead and Down Creation

###### 5.2.4.7 - Dead and down creation: hare, grouse, deer and other species (5/15)

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over trees marked with pink paint. These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over. If the Purchaser is unable to push over a tree, severing the tree and laying the tree on its stump is adequate.

##### 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.

##### 5.2.43 - Opening protection (2/21)

No activities (including but not limited to: decking, equipment turn-arounds, or the creation of landings) are permitted in openings marked on the Timber Sale Map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 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 (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Sturgeon Valley 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.

Sale Number

**53-021-24**

Date

08/16/2024

Forest Management Unit

County

Mapped By: Joyanne Mittig

Scale

Page

Of

Pigeon River Country Mgt Unit

Otsego

Cruised By: Joyanne Mittig

1:15,840

1

1

Township  
32N

Range  
02W

Section(s) and  
Subdivision(s)

Sec. 21 SE; Sec. 22 SENW,NWNE,S1/2NE,SWSW,N1/2SE;

#### Cover Type

|                     |                         |                         |                        |
|---------------------|-------------------------|-------------------------|------------------------|
| A = Aspen           | J = Jack Pine           | O = Oak                 | U = Upland Brush       |
| B = Paper Birch     | K = Rock                | P = Lowland Poplar      | UM = Upland Mix Forest |
| C = Cedar           | L = Lowland Brush       | Q = Mixed Swamp Conifer | V = Bog or Marsh       |
| D = Treed Bog       | LM = Lowland Mix Forest | R = Red Pine            | W = White Pine         |
| E = Swamp Hardwoods | M = Maple, Beech, Birch | S = Black Spruce        | X = Non Stocked        |
| F = Spruce/Fir      | MC = Mixed Conifer      | T = Tamarack            | Y = Sand               |
| G = Grass           | MD = Mixed Deciduous    | Z = Water               |                        |
| H = Hemlock         | N = Marsh               |                         |                        |

#### Density

|                             |                        |
|-----------------------------|------------------------|
| 0 = Non Stocked             | 5 = Pole Timber Medium |
| 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| 4 = Pole Timber Poor        | 9 = Saw Timber Well    |

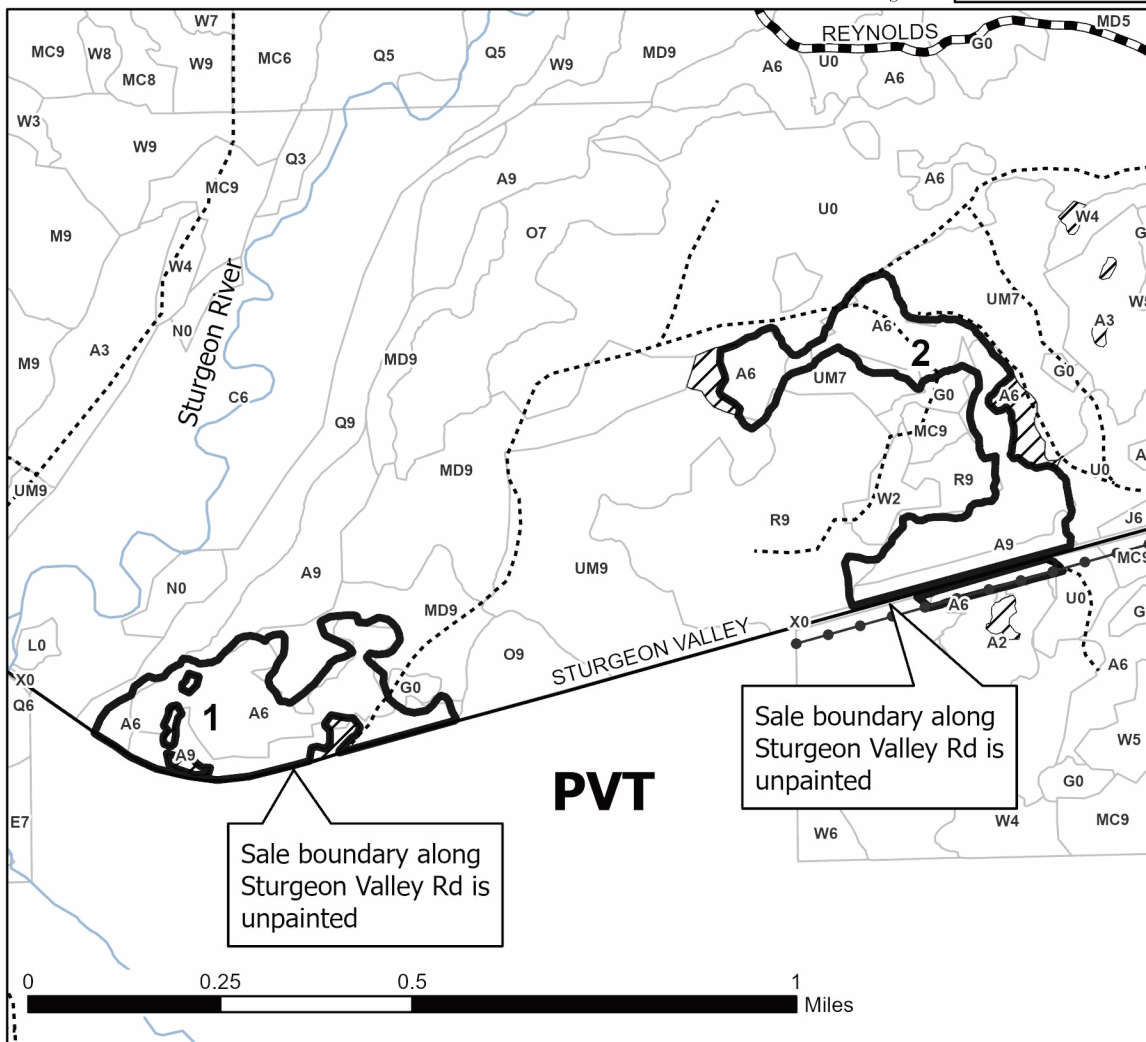
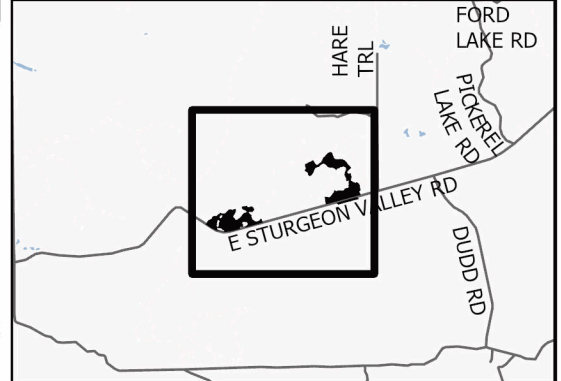
#### PU # Acres

|   |      |
|---|------|
| 1 | 31.2 |
| 2 | 39   |

## Jake Brake Aspen

**70.2 Acres**

#### Locator Map (1:100,000)



#### Legend

- Against State (Red)
- Retention Areas
- Stand
- Powerline
- Perennial River
- Administrative Access Only
- Paved Road
- Government Gravel/Dirt

Use QR Code to open Map in App



## TIMBER SALE INFORMATION

Pipeline Red Pine 2 (53-026-24)  
 T33N, R01E, SEC. 25; T33N, R01E, SEC. 26.  
 Cheboygan County (Advertised Price \$25,511.30)

SALE NOTE: 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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Pulpwood                      |                         |                         |
| Jack Pine                     | 16 Cords                | \$ 12.15 / Cord         |
| Mixed Aspen                   | 7 Cords                 | \$ 18.70 / Cord         |
| Red Pine                      | 490 Cords               | \$ 51.40 / Cord         |

\* The total volume is statistically estimated within plus (+) or minus (-) 23.42 percent. There are an estimated 1,557 cords on this timber sale, plus or minus 365 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

### **BOND AND PAYMENT SCHEDULE:**

1. A bond in the amount of \$2,551.00 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                  | 58.5%                       |
| 02                  | 41.5%                       |
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2027.

### **SALE STATISTICS**

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

### **SALE VOLUMES**

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

| VOLUME           |             | STATISTICAL RANGE IN CORDS |         |         |
|------------------|-------------|----------------------------|---------|---------|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR              | MINIMUM | MAXIMUM |
| 122,975          | 1,557       | 23.42%                     | 1,192   | 1,921   |

**VDU VOLUMES**

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

| VDU           | VOLUME           |              | PERCENT ERROR | RANGE IN CORDS |              |
|---------------|------------------|--------------|---------------|----------------|--------------|
|               | TOTAL CUBIC FEET | TOTAL CORDS  |               | MINIMUM        | MAXIMUM      |
| 40            | 122,975          | 1,557        | 23.42%        | 1,192          | 1,921        |
| <b>TOTAL:</b> | <b>122,975</b>   | <b>1,557</b> |               | <b>1,192</b>   | <b>1,921</b> |

**VDU TO PAYMENT UNIT**

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

| VDU           | VDU ACRES   | PU | PU ACRES    |
|---------------|-------------|----|-------------|
| 40            | 29.0        | 1  | 17.0        |
|               |             | 2  | 12.0        |
| <b>TOTAL:</b> | <b>29.0</b> |    | <b>29.0</b> |

**DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

| PU            | MARKET GROUP       | PRODUCT          | QUANTITY | UNIT         | ACRES | ADVERTISE PRICE |
|---------------|--------------------|------------------|----------|--------------|-------|-----------------|
| 1             | Jack Pine          | Pulpwood         | 9        | Cords        | 17.0  | \$14,935.95     |
|               | Mixed Aspen        |                  | 4        | Cords        |       |                 |
|               | <i>B. T. Aspen</i> | <i>Sawtimber</i> | 0.6      | <i>MBF</i>   |       |                 |
|               | <i>B. T. Aspen</i> | <i>Pulpwood</i>  | 3        | <i>Cords</i> |       |                 |
|               | Red Pine           |                  | 287      | Cords        |       |                 |
| 2             | Jack Pine          | Pulpwood         | 7        | Cords        | 12.0  | \$10,575.35     |
|               | Mixed Aspen        |                  | 3        | Cords        |       |                 |
|               | <i>B. T. Aspen</i> | <i>Sawtimber</i> | 0.5      | <i>MBF</i>   |       |                 |
|               | <i>B. T. Aspen</i> | <i>Pulpwood</i>  | 2        | <i>Cords</i> |       |                 |
|               | Red Pine           |                  | 203      | Cords        |       |                 |
| <b>TOTAL:</b> |                    |                  | 513      | Cords        |       |                 |

# Sale Specific Conditions & Requirements

**Sale Name: Pipeline Red Pine 2**

**Sale Number: 53-026-24 Seq#: 1**

## 1 - Sale Area

### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red paint and the oil/gas pipeline. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are unpainted and identified by the oil/gas pipeline.

## 2 - Timber Specifications

### 2.1 - Included Timber

#### 2.1.8 - Designated plantation row unit(s) (12/08)

Within Payment Unit(s) 1 and 2, all red pine trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the Purchaser to maintain the third-row sequence. In addition, cut all other species within the sale, except do not cut red oak. If the need arises to remove any trees in order to operate, the Sale Administrator must be contacted prior to cutting any undesignated trees.

### 2.2 - Utilization

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

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

## 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 in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

### 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 14 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

### 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

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1 to July 1. This restriction is because of bark slippage.

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

Oxbow Creek Road is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers.

### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 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 (10/20)

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. The Purchaser will provide these signs.



### TIMBER SALE MAP

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

|                  |            |    |
|------------------|------------|----|
| Sale Number      | Date       |    |
| <b>53-026-24</b> | 07/25/2024 |    |
| Scale            | Page       | Of |
| 1:7,920          | 1          | 1  |

|                               |           |                    |
|-------------------------------|-----------|--------------------|
| Forest Management Unit        | County    | Mapped By: Barnes  |
| Pigeon River Country Mgt Unit | Cheboygan | Cruised By: Barnes |

|          |       |                               |
|----------|-------|-------------------------------|
| Township | Range | Section(s) and Subdivision(s) |
| 33N      | 01E   | Sec. 25 SW; Sec. 26 E1/2SE;   |

| Cover Type          |                         |                         |                        |
|---------------------|-------------------------|-------------------------|------------------------|
| A = Aspen           | J = Jack Pine           | O = Oak                 | U = Upland Brush       |
| B = Paper Birch     | K = Rock                | P = Lowland Poplar      | UM = Upland Mix Forest |
| C = Cedar           | L = Lowland Brush       | Q = Mixed Swamp Conifer | V = Bog or Marsh       |
| D = Treed Bog       | LM = Lowland Mix Forest | R = Red Pine            | W = White Pine         |
| E = Swamp Hardwoods | M = Maple, Beech, Birch | S = Black Spruce        | X = Non Stocked        |
| F = Spruce/Fir      | MC = Mixed Conifer      | T = Tamarack            | Y = Sand               |
| G = Grass           | MD = Mixed Deciduous    | Z = Water               |                        |
| H = Hemlock         | N = Marsh               |                         |                        |

| Density                     |                        |
|-----------------------------|------------------------|
| 0 = Non Stocked             | 5 = Pole Timber Medium |
| 1 = Seedling Sapling Poor   | 6 = Pole Timber Well   |
| 2 = Seedling Sapling Medium | 7 = Saw Timber Poor    |
| 3 = Seedling Sapling Well   | 8 = Saw Timber Medium  |
| 4 = Pole Timber Poor        | 9 = Saw Timber Well    |

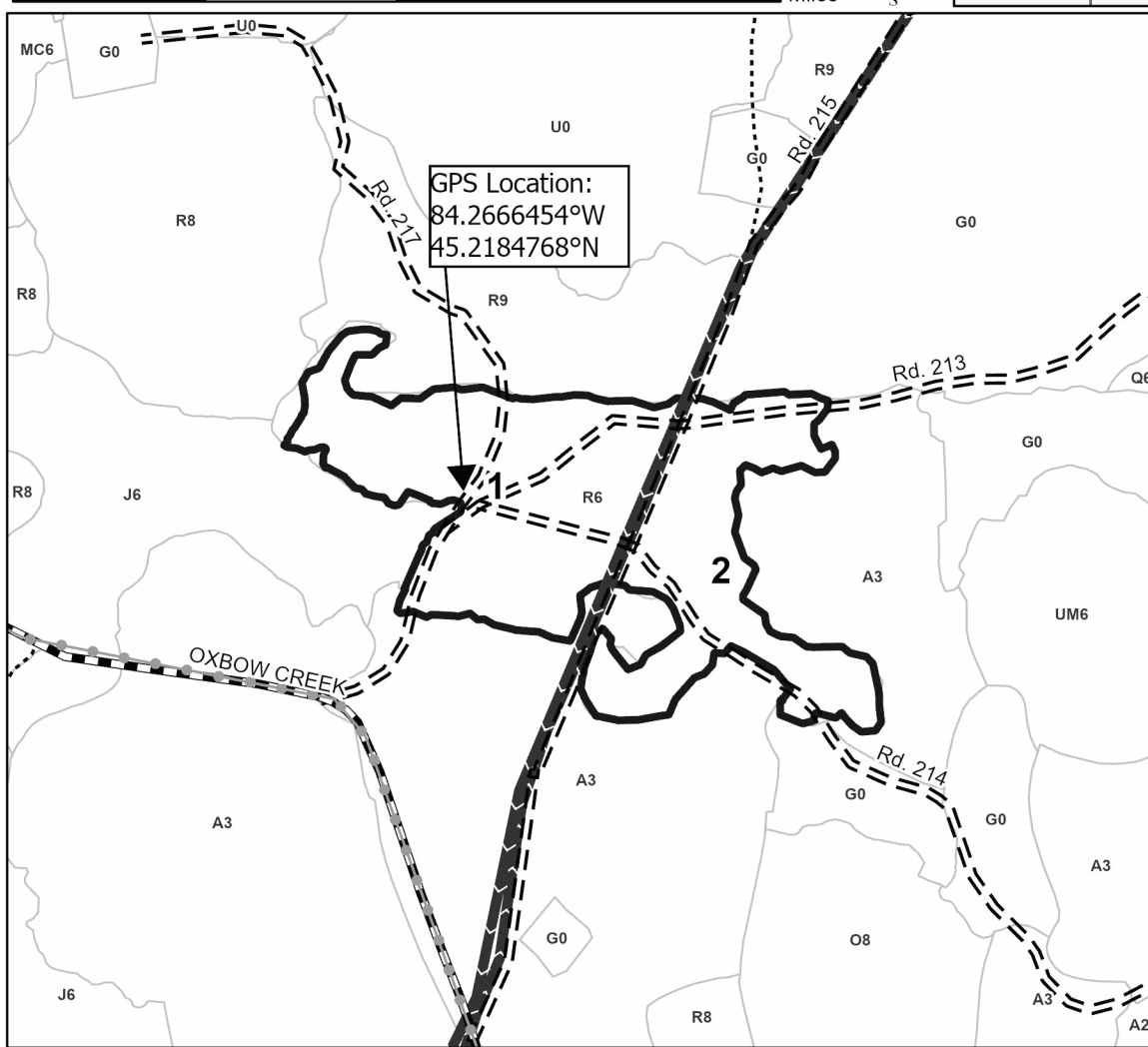
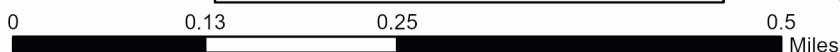
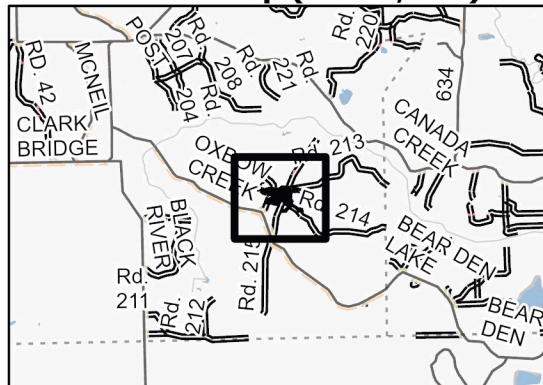
| PU # | Acres |
|------|-------|
| 1    | 17    |
| 2    | 12    |

**Map Note:**  
The pipeline road designates the payment unit boundary.

## Pipeline Red Pine 2

29.0 Acres

### Locator Map (1:100,000)



### Legend

- Against State - Red
- Stand
- Retention Areas
- Recreational Trail
- Pipeline
- Primary Forest Road
- Forest Access Route
- Administrative Access Only
- Paved Road
- Government Gravel/Dirt
- Private Gravel/Dirt

Use QR Code to open Map in App







Jake Brake Aspen (53-021-24)  
T32N, R02W, SEC. 21; T32N, R02W, SEC. 22; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on October 24, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| Pulpwood                      |                          |                         |                       |
| Balsam Fir                    | 33 Cords                 | \$ 22.30/Cord           | \$ _____              |
| Mixed Aspen                   | 1,878 Cords              | \$ 18.70/Cord           | \$ _____              |
| Mixed Hardwood                | 304 Cords                | \$ 13.25/Cord           | \$ _____              |
| Red Oak                       | 16 Cords                 | \$ 23.75/Cord           | \$ _____              |
| Red Pine                      | 71 Cords                 | \$ 51.40/Cord           | \$ _____              |
| White Pine                    | 219 Cords                | \$ 19.80/Cord           | \$ _____              |
| White Spruce                  | 2 Cords                  | \$ 16.80/Cord           | \$ _____              |

\*The volumes are statistically estimated within plus (+) or minus (-) 19.06 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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

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

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

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

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

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

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

**THE WINNING BIDDER MUST COMPLETE THE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE (ON REVERSE SIDE IF DOUBLE SIDED) WITHIN 21 DAYS OF SALE AWARD DATE**



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

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

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

## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

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

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

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

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

*I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.*

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Pipeline Red Pine 2 (53-026-24)  
T33N, R01E, SEC. 25; T33N, R01E, SEC. 26; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on October 24, 2024, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| <u>PRODUCTS &amp; SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| Pulpwood                      |                          |                         |                       |
| Jack Pine                     | 16 Cords                 | \$ 12.15/Cord           | \$ _____              |
| Mixed Aspen                   | 7 Cords                  | \$ 18.70/Cord           | \$ _____              |
| Red Pine                      | 490 Cords                | \$ 51.40/Cord           | \$ _____              |

\*The volumes are statistically estimated within plus (+) or minus (-) 23.42 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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

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

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

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

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

*I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.*

\_\_\_\_\_  
Signature of Owner or Authorized Representative

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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