

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #5638**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on May 19, 2016. LOCATION: PIGEON RIVER COUNTRY MGMT UNIT, 9966 TWIN LAKES RD, VANDERBILT, MI 49795.

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

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

<u>UPPER MCMASTERS ASPEN</u> (53-005-16) / T33N, R01W, SEC. 03, SE 1/4, NE/SW. T33N, R01W, SEC. 10, NE/NE.

Cheboygan County, Advertised Price \$44,312.30, 66.0 Acres, Hardwood, Spruce/Fir/Tamarack.

EQUESTRIAN PINE (53-006-16) / T32N, R01W, SEC. 11, NWSE, NESW.
Otsego County, Advertised Price \$90,300.75, 25.0 Acres, Red Pine, White Pine.

SALE NOTE: Please note seasonal operating restrictions in spec 5.2.3.1 as well as equipment requirements in spec 5.2.21.

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.

<u>HIGH COUNTRY HARDWOODS</u> (53-016-15) / T33N, R01W, SEC. 32, SENW, SE1/4, E1/2SW, SWSW. Cheboygan County, Advertised Price \$26,369.55, 127.0 Acres, Hardwood, Sugar Maple.

SALE NOTE: Beech bark disease and emerald ash borer damage is widespread in this stand. Beech is most prevalent in Payment Unit #'s 1-2 and quality is quickly diminishing due to BBD. All of the ash is dead.

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. 10/01/2014):

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

Bids must be received by the Unit Manager, PIGEON RIVER COUNTRY OFFICE, 9966 TWIN LAKES RD, VANDERBILT, MI 49795, no later than 9:00 a.m. (local time) on May 19, 2016. For further information concerning this sale, contact Scott Whitcomb at 989-983-4101.

## 2. Bidder's Qualifications (2/12)

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, that 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 (1/11)

Bids shall be manually signed in ink; 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 forms, each erasure or change must be initialed by the person signing the bid.

## 4. Submission of Sealed Bids (6/11)

Bid forms may be obtained from the Unit Manager. All 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.

## 5. Public Opening of Sealed Bids (6/13)

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 after being declared the successful bidder on one sale.

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

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

## 7. Down Payment (1/11)

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

## 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

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

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this

prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

## 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

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.

DR. WILLIAM MORITZ Director

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## TIMBER SALE INFORMATION

<u>UPPER MCMASTERS ASPEN (53-005-16)</u> T33N, R01W, SEC. 03; T33N, R01W, SEC. 10. Cheboygan County (Advertised Price \$44,312.30)

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*	ADVERTISED PRICE
Sawtimber Mixed Aspen Pulpwood	248.00 MBF	\$ 88.00 / MBF
Mixed Aspen	828.00 Cords	\$ 15.90 / Cord
Mixed Hardwood	262.00 Cords	\$ 16.65 / Cord
Mixed Softwood	156.00 Cords	\$ 31.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.75 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$2,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

## Sale Specific Conditions & Requirements

Sale Name: UPPER MCMASTERS ASPEN Sale Number: 53-005-16 Seg#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

The sale boundary and payment unit line are marked and identified by red and yellow paint, respectively. Painted boundary trees are not to be cut.

## 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. Trees marked with green paint should be left upon completion of cutting and then felled and left to lay in order to provide grouse drumming logs. Brush piles consisting of tree tops and/or multiple conifer trees should be left every 2 acres for wildlife habitat purposes.

#### 2.2 - Utilization

## 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped.

## 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 and 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

#### 4 - Transportation

## 4.1 - Construction

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

## 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days.

## 4.2 - Maintenance

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

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

## 5 - Operations

## 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations.

## 5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 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 (2/04)

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

## 5.2.3 - Operating Restrictions

## 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2 unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of May 1 to July 1. This restriction is to limit the effects of overbrowsing by Elk and Deer.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and 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.

#### 7 - Other Conditions

## 7.5 - Loss

## 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from Emerald Ash Borer. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting. Currently, a large percentage of the Ash trees are alive, but show signs of borer infestation. Harvesting this stand before further deterioration would be advised.

Section Name: Sale Specific Current as of 10/27/2015 10:02:43AM

DNR LY

Michigan Departme

Natural Resources - Forest, Mineral & Fire Manage.

TIMBER SALE MAP

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

Sale Number

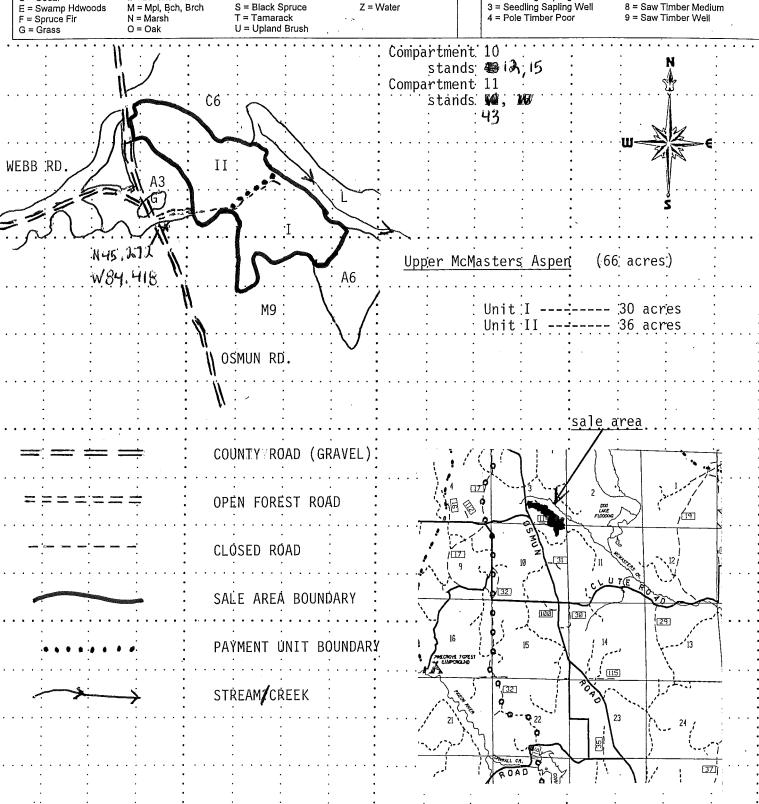
53-005-16-01

2016

Year

Forest Management Unit | County | Mapped By Rick McDonald | Date | Page of |
Pigeon River Country FMU | Cheboygan | Cruised By Rick McDonald | 10/23/2015 |
Township | Range | Section(s) and Subdivision(s) | Scale | ... 4" ...| = 1 mile

(3)SE<sub>4</sub>, NE,SW (10)NE/NE 33N 01W **Cover Type Density** H = Hemlock P = Lowland Poplar V = Bog or Marsh 0 = Non Stocked 5 = Pole Timber Medium A = Aspen J = Jack Pine Q = Mixed Swamp Cnfr W = White Pine 1 = Seedling Sapling Poor 6 = Pole Timber Well B = Paper Birch R = Red Pine X = Non Stocked 7 = Saw Timber Poor C = Cedar L = Lowland Brush 2 = Seedling Sapling Medium E = Swamp Hdwoods S = Black Spruce Z = Water 3 = Seedling Sapling Well 8 = Saw Timber Medium M = Mpl, Bch, Brch T = Tamarack F = Spruce Fir N = Marsh 4 = Pole Timber Poor 9 = Saw Timber Well G = Grass O = Oak U = Upland Brush



## TIMBER SALE INFORMATION

## EQUESTRIAN PINE (53-006-16) T32N, R01W, SEC, 11.

Otsego County (Advertised Price \$90,300.75)

SALE NOTE: Please note seasonal operating restrictions in spec 5.2.3.1 as well as equipment requirements in spec 5.2.21.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADVERTISED PRICE	RICE
Sawtimber			
Red Pine	332.90 MBF	\$ 235.00 / MBF	1BF
Pulpwood			
Red Pine	170.00 Cords	\$ 67.90 / Cord	ord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$526.25:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		ADVERTISED PRICE		
Sawtimber					
White Pine	3.20 MBF	\$	100.00 / MBF		
Pulpwood					
White Pine	11.00 Cords	\$	18.75 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.40 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 \$5,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

## Sale Specific Conditions & Requirements

Sale Name: EQUESTRIAN PINE Sale Number: 53-006-16 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked by red paint. Exterior sale boundary lines against state are marked with red paint. Hardwood Lake Road marks the southern boundary of the sale and trees are not marked with red paint along this stretch. Interior retention areas are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (5/14)

This area must be chip harvested to facilitate future silvicultural activities. Products must 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. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

## 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees.

## 3 - Payments

## 3.3 - Pre-measured Sales

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

Payment Unit(s) #1 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement.

## 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 leave 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 oak, jack pine, and red pine saplings. Some of these saplings have been marked with green paint. Cut all white pine regeneration except for those trees marked with green paint.

#### 4 - Transportation

## 4.1 - Construction

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

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

## 4.1.7 - Road closure (10/11)

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. 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. All operations are limited to existing roads.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

## 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

## 5.1.4 - Post-sale conference (6/11)

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

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - Slash Removal

## 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of Hardwood Lake Road.

## 5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees.

## 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

## 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) #1, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of July 16 to November 15. This restriction is is in place to maximize the amount of ground scarification during snow free months.

#### 5.2.21 - Chains (6/11)

To help promote scarification and natural pine regeneration, it is required that rubber wheeled harvesters and forwarders run with chains if the sale is cut by a round-wood crew.

## 5.2.31 - Landing locations (9/13)

The recommended landing area 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.

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

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

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

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

## 5.2.40 - Pathway protection (10/10)

The closed road in the northern part of the Sale Area is a horse trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway.

#### 5.4 - Soil Protection

## 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and 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.

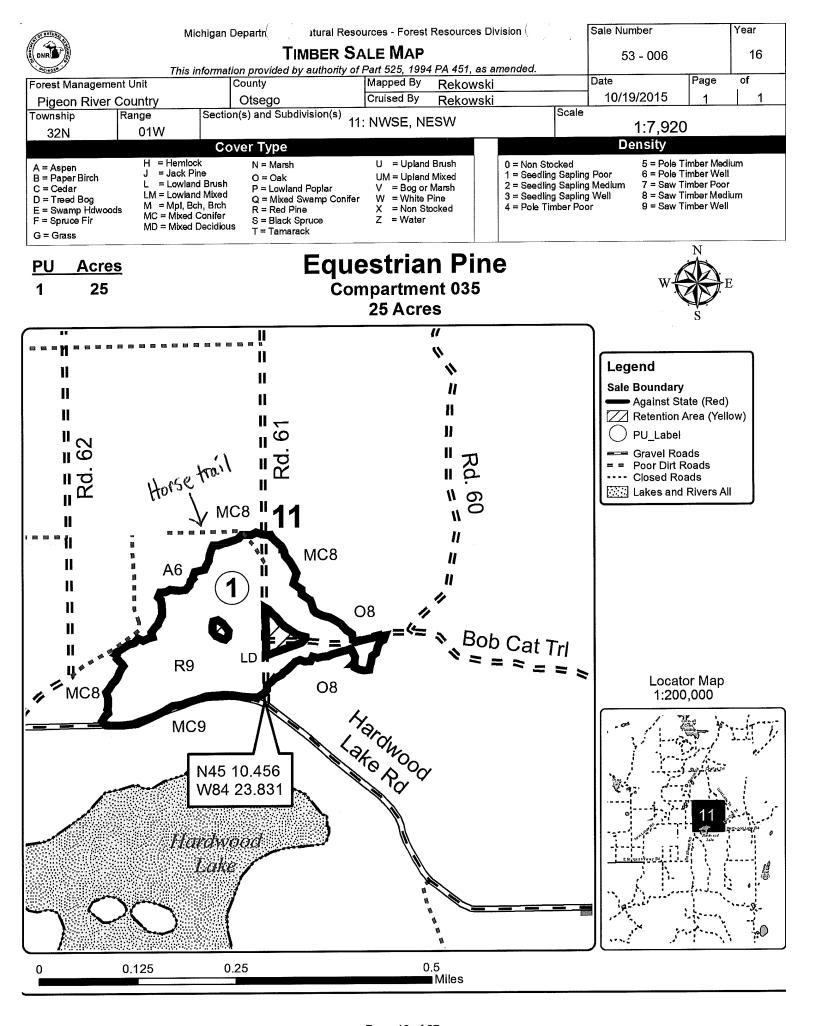
## 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Road 61, Bobcat Trail, and Hardwood Lake 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.

Section Name: Sale Specific Current as of 12/29/2015 12:38:55PM



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## TIMBER SALE INFORMATION

## HIGH COUNTRY HARDWOODS (53-016-15)

T33N, R01W, SEC. 32.

Cheboygan County (Advertised Price \$26,369.55)

SALE NOTE: Beech bark disease and emerald ash borer damage is widespread in this stand. Beech is most prevalent in Payment Unit #'s 1-2 and quality is quickly diminishing due to BBD. All of the ash is dead.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	84.40	MBF	\$	69.00 / MBF
Sugar Maple	23.10	MBF	\$	375.00 / MBF
Pulpwood				
Basswood	381.00	Cords	\$	4.45 / Cord
Mixed Hardwood	434.00	Cords	\$	16.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,853.40:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Beech	17.40	MBF	\$	46.00 / MBF
Pulpwood				
Beech	173.00	Cords	\$	8.20 / Cord
White Ash	61.00	Cords	\$	10.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.32 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

## **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$1,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

## Sale Specific Conditions & Requirements

Sale Name: HIGH COUNTRY HARDWOODS Sale Number: 53-016-15 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 painted boundary line trees are not Included Timber and are to be protected, unless marked with orange paint. Interior retention areas are marked with a red X. Do not enter retention areas.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) #'s 1-4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

Note that Mixed Hardwood pulpwood includes 421 cords of sugar maple, 12 cords of red maple, and 1 cord of ironwood.

#### 2.2 - Utilization

## 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) #'s 1-4. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

## 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$5.00 per tree will be assessed for every marked tree not cut.

## 3 - Payments

## 3.4 - Damaged Timber

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

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

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 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. 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 at the east end of Payment Unit #4 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

## 5.1.1 - Pre-sale conference (10/11)

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 10 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (6/11)

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

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.1.11 - Slash for reforestation (5/07)

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

## 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (2/04)

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) #'s 1-4, unless changed by written agreement, cutting and skidding are not permitted during the period of April 1 to July 15. This restriction is because of bark slippage.

## 5.2.3.9 - Beech hauling restriction (3/11)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech scale to or through uninfested beech areas from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

## 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 blue 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)

Recommended landing areas are marked on the timber sale map with the letter "LD". Landings must be confined to these

designated sites unless otherwise authorized by the Unit Manager or his/her representative.

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

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

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

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

## 5.2.40 - Pathway protection (10/10)

The High Country Pathway and Shingle Mill Pathway are hiking trails and are shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers, unless marked with orange paint. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline.

It is important to maintain the integrity of these single track trails. Equipment will not be permitted to operate up or down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

#### 5.4 - Soil Protection

## 5.4.1 - Rutting restriction, general (1/09)

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

## 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

## 5.8 - Protection of Endangered Species

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

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

## 6 - Safety and Fire Prevention

## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Grass Lake Road and Tin Bridge 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.

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

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

## 7 - Other Conditions

#### 7.2 - Extensions

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

This sale contains trees infected with beech bark disease and emerald ash borer. All of the ash is already dead and beech mortality is currently ongoing. It is considered at high risk for mortality and/or loss of timber value. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this

contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The forest health extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

Section Name: Sale Specific Current as of 10/26/2015 1:17:40PM

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TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

## **BID FORM**

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

## UPPER MCMASTERS ASPEN (53-005-16)

T33N, R01W, SEC. 03; T33N, R01W, SEC. 10; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 19, 2016, 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*	AD	VERTISED PRICE	<b>BID PRICE</b>
Mixed Aspen	248.00 MBF	\$	88.00/MBF	\$
Mixed Aspen	828.00 Cords	\$	15.90/Cord	\$
Mixed Hardwood	262.00 Cords	\$	16.65/Cord	\$
Mixed Softwood	156.00 Cords	\$	31.80/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 9.75 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

$_{-}$ $_{-}$ $_{-}$ or SOCIA	L SECURITY NUMBER:	
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State:	Zip:	
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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, Mineral and Fire Management

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

FOR DEPARTM	ENT USE ONLY
Sale or Permit No	
Year:	Type:
Forest Area:	

## 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 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.

Plea	ase Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation				
2.	You <b>must</b> check <u>one</u> of the boxes below:				
	A.  I certify that 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.				
	<ul> <li>B.</li></ul>				
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full and part time employees other than yourself including family members and active partners (if none, you must enter "0").				
	Full Time EmployeesPart Time Employees				
Nam	ne of Business Federal ID (or) Social Security No.				
Add	ress Telephone No.				
City	State Zip + 4				
COV	reby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur in factors affecting my erage during any of my present and future operations.  Signature of Owner or Authorized Representative				
	Fitle Date				

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

## BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

## EQUESTRIAN PINE (53-006-16) T32N, R01W, SEC. 11; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 19, 2016. I am hereby submitting my sealed bid (firm offer)

FEDERAL ID:	on equipment and staffing subject to  or SOCIAL SE Il bidding: ive's name:  State:  E THE PERSONALIZED LABEL FROMATIVE'S signature:  Ema	Zip:OM YOUR PROSPECTUS IN	- - THE ABOVE BOX. Date:
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White Pine White Pine	ESTIMATED VOLUME* 3.20 MBF 11.00 Cords	ADVERTISED PRICE \$ 100.00/MBF \$ 18.75/Cord	
6.25 : DUCTS & SPECIES		ADVEDTICED DDICE	
	r agrees to purchase the following s		·
Red Pine	332.90 MBF 170.00 Cords	\$ 235.00/MBF \$ 67.90/Cord	\$ \$
Red Pine	<u>ESTIMATED VOLUME*</u>	ADVERTISED PRICE	BID PRICE

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, Mineral and Fire Management

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

FOR DEPARTMENT USE ONLY		
Sale or Permit No		
Year:	Type:	
Forest Area:		

## 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 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:					
My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A.   Sole Proprietorship (individual)  B.   Partnership  C.   Corporation					
2. You <b>must</b> check <u>one</u> of the boxes below:	You <b>must</b> check <u>one</u> of the boxes below:				
A. I certify that my business is a sol Worker's Compensation Laws.	I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the				
Notice of Exclusion (BWC-337, R award. (For questions or a copy o	B.  I certify that 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 that my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 21				
	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full and part time employees other than yourself including family members and active partners (if none, you must enter "0").				
Full Time	e Employees			Part Time Employees	
Name of Business		Federal ID (or	) Social Se	curity No.	
Address		Telephone No	).		
City	State	1, ,		Zip + 4	
hereby certify that the above information is true and correct. I agree to notify the 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		<u>_</u>	ate		
Tiue		<u>U</u>	ale		

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

#### **BID FORM**

PIGEON RIVER COUNTRY MANAGEMENT UNIT
PIGEON RIVER COUNTRY OFFICE

## HIGH COUNTRY HARDWOODS (53-016-15) T33N, R01W, SEC. 32; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on May 19, 2016, 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	<b>ESTIMATED VOLUME*</b>	ADV	ERTISED PRICE	BID PRICE	
Basswood	84.40 MBF	\$	69.00/MBF	\$	
Sugar Maple	23.10 MBF	\$	375.00/MBF	\$	
Basswood	381.00 Cords	\$	4.45/Cord	\$	
Mixed Hardwood	434.00 Cords	\$	16.90/Cord	\$	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,853.40:

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>ADV</u>	ERTISED PRICE	<u>)E</u>
Beech	17.40	MBF	\$	46.00/MBF	
Beech	173.00	Cords	\$	8.20/Cord	
White Ash	61.00	Cords	\$	10.40/Cord	

\*The volumes are statistically estimated within plus (+) or minus (-) 14.32 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

	Company or individual bidding:			-	
	Company representative's name:				
	Address:			_	
	City:	State:	Zip:	_	
ا IF AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	/ YOUR PROSPECTUS IN	THE ABOVE BOX.	
Individual	or company representative's signatu	ıre:		_ Date:	_
Phone nu	ımber :	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



## Michigan Department of Natural Resources Forest, Mineral and Fire Management

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 525 of Act 451 of 1994, as amended.

FOR DEPARTMENT USE ONLY		
Sale or Permit No		
Year:	Type:	
Forest Area:		

## 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 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.	he use of an approved 21 days of the contract 517-322-1195).
A. Sole Proprietorship (individual)  B. Partnership C. Corporation  2. You must check one of the boxes below: A. I certify that my business is a sole proprietorship and it has no employees but the sole proprietor. Worker's Compensation Laws.  B. I certify that my business has satisfied its obligation to the Worker's Compensation Act through Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at C. I certify that my business has a Worker's Compensation Policy. I will provide an original Certificate days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full and part time employ including family members and active partners (if none, you must enter "0").  Full Time Employees  Part T	he use of an approved 21 days of the contract 517-322-1195).
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including family members and active partners (if none, you must enter "0"). Full Time EmployeesPart T	
Name of Business Federal ID (or) Social Security No.	ees other than yourself
Name of Business Federal ID (or) Social Security No.	
	me Employees
Address Telephone No.	
City State Zip + 4	
hereby certify that the above information is true and correct. I agree to notify the DNR of any changes that occur	r in factors affecting my
coverage during any of my present and future operations.	, , , , , , , , , , , , , , , , , , ,
Signature of Owner or Authorized Representative	
T90	
Title Date	

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

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