

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #5705**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on August 25, 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:

OLD HOMESTEAD ASPEN SBW (53-003-16) / T31N, R01W, SEC. 27, N1/2NW, NWNE.
Otsego County, Advertised Price \$37,519.90, 47.0 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: Please note seasonal operating restrictions in spec 5.2.3.11.

# Lost Cabin SBW (53-015-16)

Otsego County, Advertised Price \$55,225.20, 66.4 Acres, Aspen, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Please note seasonal operating restrictions in 5.2.3.11 and chipping restrictions in 2.2.9.

# BID INSTRUCTIONS (VER. 07/27/2016):

#### 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 August 25, 2016. For further information concerning this sale, contact Scott Whitcomb at 989-983-4101.

#### 2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

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

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

# 4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

# 5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

# 6. Award of Contract (1/11)

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

# 7. Down Payment (1/11)

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

# 8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

### 9. Timber Sale Contract (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 (7/16)

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

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

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

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

KEITH CREAGH Director

# TIMBER SALE INFORMATION

# OLD HOMESTEAD ASPEN SBW (53-003-16)

T31N, R01W, SEC. 27. Otsego County (Advertised Price \$37,519.90)

SALE NOTE: Please note seasonal operating restrictions in spec 5.2.3.11.

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>	ADV	ERTISED PRICE
Pulpwood			
Mixed Aspen	1,026.00 Cords	\$	22.05 / Cord
Mixed Softwood	323.00 Cords	\$	33.60 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$4,043.80:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADVERTISED PR	
Sawtimber			
Mixed Aspen	18.50 MBF	\$	89.00 / MBF
Mixed Softwood	13.60 MBF	\$	67.00 / MBF
Pulpwood			
Mixed Hardwood	77.00 Cords	\$	19.30 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.07 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 \$2,000.00 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 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: OLD HOMESTEAD ASPEN SBW Sale Number: 53-003-16 Seg#: 1

#### 1 - Sale Area

# 1.2 - Boundaries

# 1.2.1 - Painted boundaries (1/14)

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

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) #'s 1-3, cut all trees that are two (2) inches or more at DBH; except do not cut any trees marked with green paint or any of the following species: cedar, hemlock, elm, pine, oak, birch, cherry, or basswood.

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

Note that Mixed Hardwood pulpwood includes 11 cords of sugar maple and 66 cords of red maple. Mixed Aspen pulpwood includes 6 cords of balsam poplar. Mixed Softwood pulpwood includes 191 cords of white spruce and 132 cords of balsam fir.

# 2.2 - Utilization

# 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) #'s 1-3, all wood must be removed as roundwood. No chipping is permitted.

# 3 - Payments

# 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to merchantable trees. Within the sale area, if more than 10% of 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 must be used to protect all white spruce, oak, and birch regeneration.

# 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.

# 4.3 - Public Right-of-Way

#### 4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to all operations adjacent to Sparr Road.

#### 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

#### 5.2.1.2 - 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 Sparr Road.

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

No brush or logging debris are to be left in the 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

#### 5.2.3.11 - Coppice regeneration protection (4/10)

To promote aspen regeneration, harvesting is limited to September 1st through March 31st. Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

# 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, juneberry, cherry, or apple trees. These woody-shrub plants are highly beneficial to various wildlife species.

# 5.2.31 - Landing locations (9/13)

Recommended landing areas are 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. The landing for Payment Unit #1 is limited to a "T" turnaround which will accommodate a truck with a 50 foot trailer.

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

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered

away from landing and loading areas and may not be windrowed on the edge.

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

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

# 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (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 recognize when conditions will 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.

# 5.8 - 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.

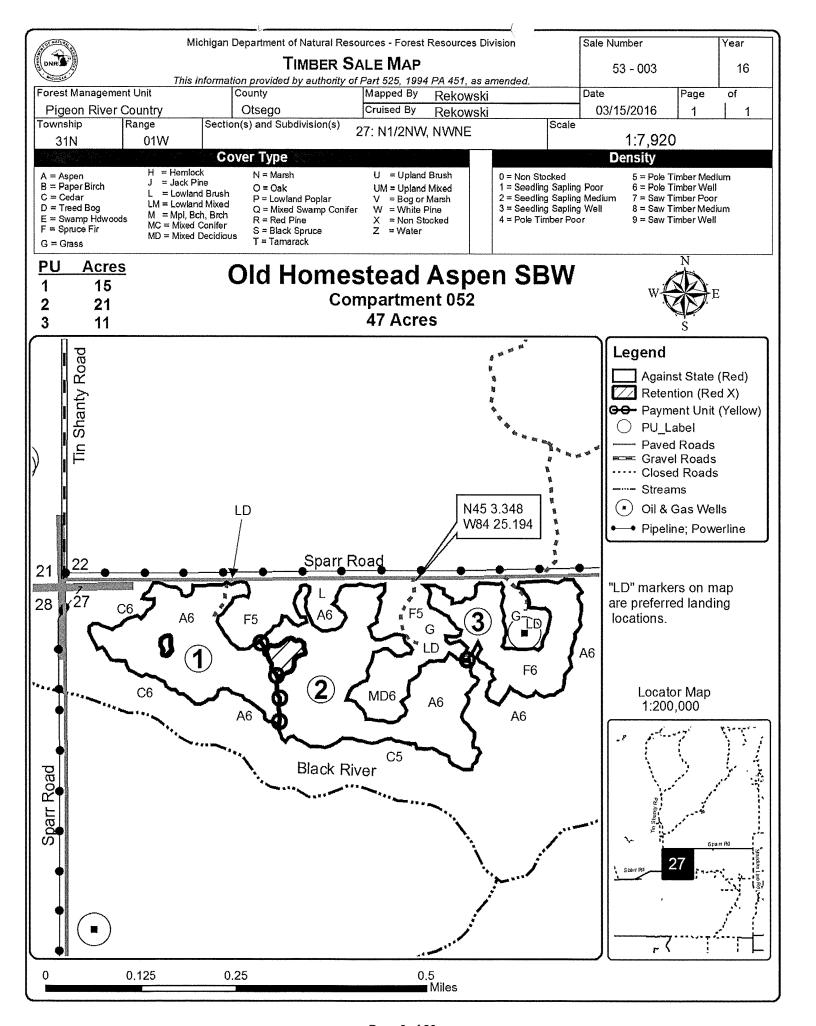
# 7 - Other Conditions

# 7.5 - Loss

# 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from spruce budworm. 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.

Section Name: Sale Specific Current as of 7/28/2016 8:44:15AM



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# TIMBER SALE INFORMATION

# Lost Cabin SBW (53-015-16)

Otsego County (Advertised Price \$55,225.20)

SALE NOTE: Please note seasonal operating restrictions in 5.2.3.11 and chipping restrictions in 2.2.9.

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*		D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Mixed Aspen	45.70	MBF	\$	95.00 / MBF
Red Maple	4.00	MBF	\$	151.00 / MBF
Red Pine	8.20	MBF	\$	180.00 / MBF
Sugar Maple	7.00	MBF	\$	350.00 / MBF
White Pine	12.90	MBF	\$	99.00 / MBF
White Spruce	5.60	MBF	\$	110.00 / MBF
Pulpwood				
Balsam Fir	209.00	Cords	\$	24.85 / Cord
Mixed Aspen	1,738.00	Cords	\$	17.80 / Cord
Mixed Hardwood	212.00	Cords	\$	20.50 / Cord
Red Pine	12.00	Cords	\$	57.65 / Cord
White Pine	77.00	Cords	\$	23.25 / Cord
White Spruce	50.00	Cords	\$	30.05 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.57 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 \$2,761.00 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 06/30/2019.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	5.6	MBF	33.6	\$25,822.30
	B. T. Aspen		2.4	MBF		
	Quaking Aspen		3.2	MBF		
	Red Pine		8.2	MBF		
	White Pine		12.9	MBF		
	White Spruce		4.1	MBF		
	Balsam Fir	Pulpwood	186.0	Cords		
	Balsam Fir	Sawtimber	2.4	MBF		
	Balsam Fir	Pulpwood	181.0	Cords		
	Mixed Aspen		752.0	Cords		
	B. T. Aspen		81.0	Cords		
	Quaking Aspen		671.0	Cords		
	Mixed Hardwood		44.0	Cords		
	Red Maple		36.0	Cords		
	Sugar Maple		8.0	Cords		
	Red Pine		12.0	Cords		
	White Pine		50.0	Cords		
	White Spruce		44.0	Cords		
2	Mixed Aspen	Sawtimber	40.1	MBF	32.8	\$29,402.90
	B. T. Aspen		36.9	MBF		
	Quaking Aspen		3.2	MBF		
	Red Maple		4.0	MBF		
	Sugar Maple		7.0	MBF		
	White Spruce		1.5	MBF		
	Balsam Fir	Pulpwood	23.0	Cords		
	Balsam Fir		23.0	Cords		
	Mixed Aspen		986.0	Cords		
	B. T. Aspen		824.0	Cords		
	Quaking Aspen		162.0	Cords		
	Mixed Hardwood		168.0	Cords		
	Red Maple		112.0	Cords		
	Sugar Maple		56.0	Cords		
	White Pine		27.0	Cords		
	White Spruce		6.0	Cords		
		TOTAL:	131.5	MBF		
		TOTAL:	4,452.0	Cords		

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# Sale Specific Conditions & Requirements

Sale Name: Lost Cabin SBW Sale Number: 53-015-16 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) #'s 1-2, cut all trees that are two (2) inches or more at DBH except for any green marked trees. In addition, do not cut any of the following species: basswood, hemlock, cedar, elm, oak, or birch. Also, in Payment Unit #2, do not cut any red pine or white pine over 10 inches DBH.

#### 2.2 - Utilization

# 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) #2, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted. Tops must be scattered evenly throughout the Payment Unit.

# 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. There will be no divisions for Payment Unit #2.

#### 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 saplings.

# 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. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must

be scattered along the road system to prohibit vehicular movement. 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.

# 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. 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 Tin Shanty Road and Lost Cabin Trail.

# 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

# 5.2.3.11 - Coppice regeneration protection (4/10)

To limit elk browse damage and protect saturated soils, harvesting is limited to November 1st through March 31st. Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration.

# 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 clumps of trees that are marked with blue paint. Marked clumps typically contain 4-6 marked trees. 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.

# 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, dogwood or juneberry. Also, do not cut any black cherry over 4 inches in diameter. These woody-shrub plants are highly beneficial to various wildlife species.

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

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

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

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

#### 5.3 - Stream Protection

#### 5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 20 feet of the intermittent creek which runs through Payment Unit #1 and along the west edge of Payment Unit #2. No equipment may run in this area and no crossings will be approved.

# 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 operator's responsibility to recognize and halt operations when weather conditions will create excessive rutting conditions.

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.

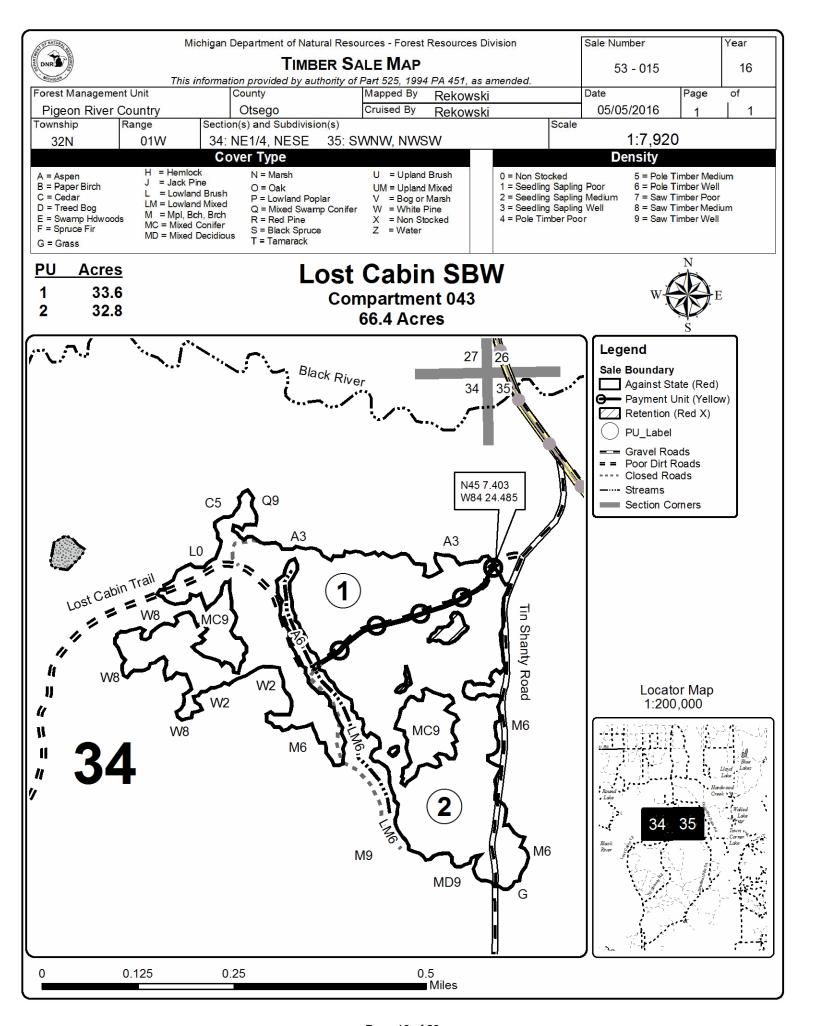
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

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

Section Name: Sale Specific Current as of 7/28/2016 10:05:03AM



# BID

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

# OLD HOMESTEAD ASPEN SBW (53-003-16)

	T	31N, R01W, S	SEC. 27; O	tsego COUNTY		
In response to the notice of sale for the following forest products forms may be rejected.			-	_		
PRODUCTS & SPECIES	ESTIMATED \	/OLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE	
Pulpwood Mixed Aspen	1 026 00	Cords	\$	22.05/Cord	\$	
Mixed Nofelli	323.00		\$	33.60/Cord	\$ \$	
In addition, the successful bidde	r agrees to purchase th	ne following s	pecies at th	ne indicated advertise	d price for a total value of	; \$4,043.80 :
PRODUCTS & SPECIES	ESTIMATED \			VERTISED PRICE		
Sawtimber						
Mixed Aspen	18.50		\$	89.00/MBF		
Mixed Softwood	13.60	MBF	\$	67.00/MBF		
Pulpwood Mixed Hardwood	77.00	Cords	\$	19.30/Cord		
to adjustment. Prospective bidd I understand that any or all bids rejected. I also understand that of the contract based upon equipm	may be rejected. All b consideration and awar	ids must be si	igned and a	all bid items must be b	oid or the bid form may be	
FEDERAL ID:		r SOCIAL SE	CURITY N	UMBER:		
Company or individua	ıl bidding:					
Company representat	ive's name:					
Address:						
City:	State:		Zip:			
IF AVAILABLE, PLEASE PLACE	THE PERSONALIZE	D LABEL FRO	OM YOUR	PROSPECTUS IN TH	HE ABOVE BOX.	
Individual or company represent	ative's signature:				Date:	
Phone number :		Emai	il (optional)	):		
			·			

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



Title

# Michigan Department of Natural Resources Forest Resources Division

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

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

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

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE • This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber

- sale contract.

  In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within
- In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.
- All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A. 

  Sole Proprietorship (individual) B. 

  Partnership C. 

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

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

Date

# BID

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

# Lost Cabin SBW (53-015-16) ; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on August 25, 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.

	ODUCTS & SPECIES	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE
Sa	wtimber Mixed Aspen	45.70	MBF	\$	95.00/MBF	\$
	Red Maple			•		\$
	'			\$	151.00/MBF	+
	Red Pine	8.20	MBF	\$	180.00/MBF	\$
	Sugar Maple	7.00	MBF	\$	350.00/MBF	\$
	White Pine	12.90	MBF	\$	99.00/MBF	\$
	White Spruce	5.60	MBF	\$	110.00/MBF	\$
Pul	pwood					
	Balsam Fir	209.00	Cords	\$	24.85/Cord	\$
	Mixed Aspen	1,738.00	Cords	\$	17.80/Cord	\$
	Mixed Hardwood	212.00	Cords	\$	20.50/Cord	\$
	Red Pine	12.00	Cords	\$	57.65/Cord	\$
	White Pine	77.00	Cords	\$	23.25/Cord	\$
	White Spruce	50.00	Cords	\$	30.05/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.57 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 SOCIA	L SECURITY NUMBER	₹		
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
F AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual or company representative's signature: Date:						
hone 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



#### Michigan Department of Natural Resources Forest Resources Division

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

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

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

# **VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE**

 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.						
•	All Information must be typed or printed except for written signatures.						
Ple	Please Check Appropriate Categories:						
1.	<ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>						
2.	<ul> <li>A.          I certify my business is a sole proprietorship and it has no em Worker's Compensation Laws.     </li> <li>B.          I certify my business has satisfied its o bligation to the Worke     </li> </ul>	r's Compensation Act through the use of an approved Notice of Notice of Exclusion within 21 days of the contract award. (For s Compensation Bureau at 517-322-1195).  will provide an original Certificate of Insurance within twenty- he number of <b>both</b> full-time and part-time employees, other					
	Full-time Employees	Part-time Employees					
Nam	lame of Business	ederal ID (or) Social Security No.					
Add	ddress Te	elephone )					
City	State ZI	Р					
in fa _	hereby certify that the above information is true and correct. I an factors affecting my coverage during any of my present and fut  Signature of Owner or Authorized Representative						
_ T	Title	Date					

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