



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #5755**

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on November 10, 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:

Sawdust Pile SBW (53-011-16)

Otsego County, Advertised Price \$33,710.80, 51.6 Acres, Aspen, Hardwood, White 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.

No Gun Hardwood II (53-016-16)

Cheboygan County, Advertised Price \$138,388.90, 147.7 Acres, Hardwood, Sugar Maple.

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. 09/02/2016):

### 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 November 10, 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](http://www.michigan.gov/timberbidding) or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

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

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

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

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

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

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

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

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

### 7. Down Payment (1/11)

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

### 8. Performance Security (1/11)

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

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

#### 9. Timber Sale Contract (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](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 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.

#### 12. Good Neighbor Authority (GNA) Requirements (7/16)

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

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

#### 13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

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

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

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

KEITH CREAGH

Director

# TIMBER SALE INFORMATION

## Sawdust Pile SBW (53-011-16)

Otsego County (Advertised Price \$33,710.80)

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. Bids must be at or above the following advertised price for each species:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>		<u>ADVERTISED PRICE</u>
Sawtimber			
Mixed Aspen	15.70	MBF	\$ 93.00 / MBF
Red Maple	11.80	MBF	\$ 156.00 / MBF
Sugar Maple	4.40	MBF	\$ 348.00 / MBF
White Pine	24.80	MBF	\$ 96.00 / MBF
White Spruce	6.40	MBF	\$ 81.00 / MBF
Pulpwood			
Balsam Fir	63.00	Cords	\$ 23.15 / Cord
Mixed Aspen	907.00	Cords	\$ 19.35 / Cord
Mixed Hardwood	113.00	Cords	\$ 20.50 / Cord
Mixed Spruce	41.00	Cords	\$ 26.10 / Cord
White Pine	140.00	Cords	\$ 25.60 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.49 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 \$1,686.00 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	5.4	MBF	17.2	\$11,709.65
	<i>B. T. Aspen</i>		3.6	<i>MBF</i>		
	<i>Quaking Aspen</i>		1.8	<i>MBF</i>		
	Red Maple		4.4	MBF		
	Sugar Maple		1.9	MBF		
	White Pine		10.9	MBF		
	White Spruce		0.2	MBF		
	Balsam Fir	Pulpwood	20.0	Cords		
	<i>Balsam Fir</i>	<i>Sawtimber</i>	0.2	<i>MBF</i>		
	<i>Balsam Fir</i>	<i>Pulpwood</i>	20.0	<i>Cords</i>		
	Mixed Aspen		311.0	Cords		
	<i>B. T. Aspen</i>		37.0	<i>Cords</i>		
	<i>Balsam Poplar</i>		7.0	<i>Cords</i>		
	<i>Quaking Aspen</i>		267.0	<i>Cords</i>		
	Mixed Hardwood		33.0	Cords		
	<i>Red Maple</i>		25.0	<i>Cords</i>		
	<i>Sugar Maple</i>		8.0	<i>Cords</i>		
	Mixed Spruce		3.0	Cords		
	<i>White Spruce</i>		3.0	<i>Cords</i>		
	White Pine		61.0	Cords		
2	Mixed Aspen	Sawtimber	7.1	MBF	22.1	\$14,977.40
	<i>B. T. Aspen</i>		4.7	<i>MBF</i>		
	<i>Quaking Aspen</i>		2.4	<i>MBF</i>		
	Red Maple		5.6	MBF		
	Sugar Maple		2.5	MBF		
	White Pine		13.9	MBF		
	White Spruce		0.2	MBF		
	Balsam Fir	Pulpwood	25.0	Cords		
	<i>Balsam Fir</i>	<i>Sawtimber</i>	0.2	<i>MBF</i>		
	<i>Balsam Fir</i>	<i>Pulpwood</i>	25.0	<i>Cords</i>		
	Mixed Aspen		397.0	Cords		
	<i>B. T. Aspen</i>		47.0	<i>Cords</i>		
	<i>Balsam Poplar</i>		8.0	<i>Cords</i>		
	<i>Quaking Aspen</i>		342.0	<i>Cords</i>		
	Mixed Hardwood		42.0	Cords		
	<i>Red Maple</i>		31.0	<i>Cords</i>		
	<i>Sugar Maple</i>		11.0	<i>Cords</i>		
	Mixed Spruce		4.0	Cords		
	<i>White Spruce</i>		4.0	<i>Cords</i>		
	White Pine		78.0	Cords		
3	Mixed Aspen	Sawtimber	3.2	MBF	7.3	\$5,814.30
	<i>Quaking Aspen</i>		3.2	<i>MBF</i>		
	Red Maple		1.8	MBF		
	White Spruce		5.1	MBF		
	Balsam Fir	Pulpwood	14.0	Cords		
	<i>Balsam Fir</i>		14.0	<i>Cords</i>		
	Mixed Aspen		172.0	Cords		
	<i>Quaking Aspen</i>		172.0	<i>Cords</i>		
	Mixed Hardwood		38.0	Cords		
	<i>Red Maple</i>		38.0	<i>Cords</i>		
	Mixed Spruce		15.0	Cords		
	<i>Black Spruce</i>		3.0	<i>Cords</i>		
<i>White Spruce</i>		12.0	<i>Cords</i>			
4	White Spruce	Sawtimber	0.9	MBF	5.0	\$1,186.30
	Balsam Fir	Pulpwood	3.0	Cords		
	<i>Balsam Fir</i>		3.0	<i>Cords</i>		

**Description of Timber by Payment Unit (PU), con't**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Mixed Aspen	Pulpwood	27.0	Cords		
	<i>Quaking Aspen</i>		27.0	<i>Cords</i>		
	Mixed Spruce		19.0	Cords		
	<i>White Spruce</i>		19.0	<i>Cords</i>		
	White Pine		1.0	Cords		
TOTAL:			63.1	MBF		
TOTAL:			1,263.0	Cords		

## Sale Specific Conditions & Requirements

**Sale Name: Sawdust Pile SBW**

**Sale Number: 53-011-16 Seq#: 1**

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior retention areas are marked with a red X. Do not enter retention areas. Interior Payment Unit boundaries are marked with yellow paint. 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 1-4, cut all trees that are two (2) inches or more at DBH, with the following exceptions:

Within Payment Unit #'s 1-2, do not cut any green marked trees or any oak, elm, red pine, hemlock, paper birch, or basswood.

Within Payment Unit #3, do not cut any green marked trees or any oak, red pine, white pine, birch, elm, hemlock, or cedar.

Within Payment Unit #4, do not cut any green marked trees or any birch, cedar, hemlock, or oak.

#### 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

#### 3.4 - Damaged Timber

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

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

In addition, extreme care should be taken to avoid damage to any 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. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

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

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



## 4.2 - Maintenance

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

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

## 5 - Operations

### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No brush or logging debris is to be left in the maintained wildlife opening which is 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.

#### 5.2.4 - Dead and Down Creation

##### 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) #'s 1-3, leave at least six (6) large tops in a single pile and at least one pile per acre. These will be evenly scattered throughout the unit.

#### 5.2.22 - Operating Caution

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

It is recommended, but not required, that within Payment Unit(s) #3, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet ground within the Payment Unit.

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

Do not cut or damage any black cherry over 4 inches in diameter, or any hawthorn or serviceberry of any size. 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.

#### 5.2.40 - Pathway protection (10/10)

The Shore to Shore trail is a horse trail and is located on Sawdust Pile Trail. 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.

### 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.

## 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 Sawdust Pile Trail prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

## 8 - Performance and Settlement

SKIP

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

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



# TIMBER SALE MAP

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

Sale Number	Year
53 - 011	16

Forest Management Unit Pigeon River Country	County Otsego	Mapped By Rekowski	Date 07/22/2016	Page 1	of 1
Township 32N	Range 01W	Section(s) and Subdivision(s) 35: NW1/4, N1/2NE	Scale 1:15,840		

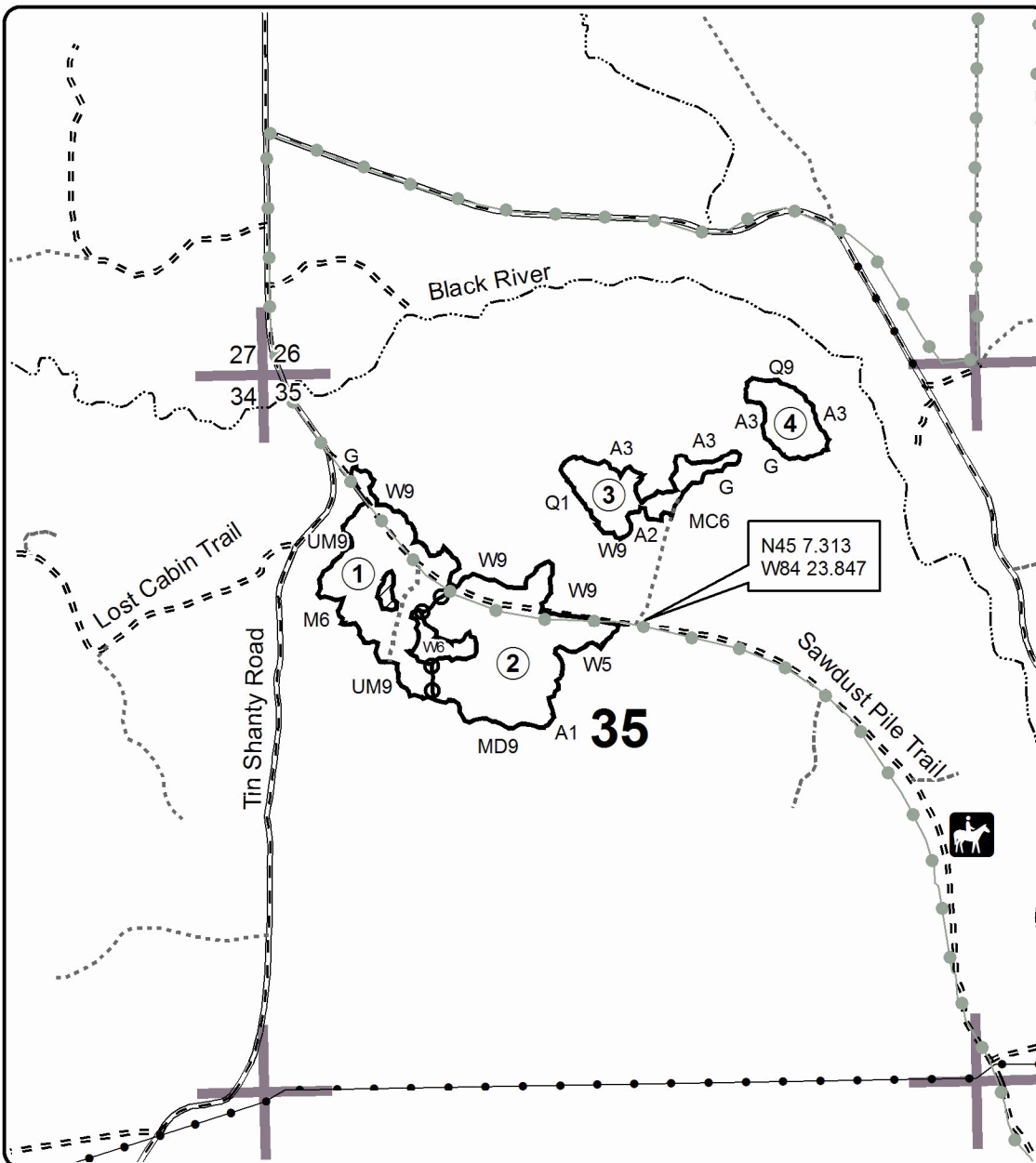
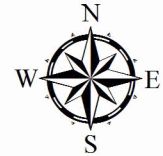
Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					

PU	Acres	PU	Acres
1	17.2	3	7.3
2	22.1	4	5

## Sawdust Pile SBW

### Compartment 043

51.6 Acres

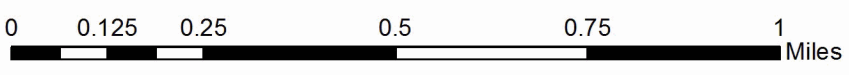
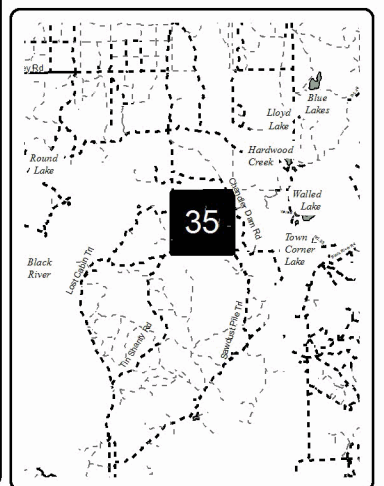


**Legend**

- Against State (Red)
- Payment Unit (Yellow)
- Retention (Red X)
- PU\_Label
- Gravel Roads
- Poor Dirt Roads
- Closed Roads
- Recreational Trail
- Streams
- Pipeline / Powerline

The Shore to Shore horse trail follows Sawdust Pile Trail

Locator Map  
1:200,000





# TIMBER SALE INFORMATION

## No Gun Hardwood II (53-016-16)

Cheboygan County (Advertised Price \$138,388.90)

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. Bids must be at or above the following advertised price for each species:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Basswood	140.80 MBF	\$ 77.00 / MBF
Beech	49.20 MBF	\$ 79.00 / MBF
Red Maple	19.10 MBF	\$ 156.00 / MBF
Sugar Maple	316.80 MBF	\$ 348.00 / MBF
Pulpwood		
Mixed Hardwood	509.00 Cords	\$ 20.50 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 11.90 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 \$7,000.00 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 12/31/2019.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Basswood	Sawtimber	27.7	MBF	29.1	\$27,257.20	
	Beech		9.7	MBF			
	Red Maple		3.8	MBF			
	Sugar Maple		62.4	MBF			
	Mixed Hardwood		Pulpwood	100.0			Cords
	<i>Basswood</i>			16.0			<i>Cords</i>
	<i>Beech</i>			12.0			<i>Cords</i>
	<i>Red Maple</i>			3.0			<i>Cords</i>
	<i>Sugar Maple</i>			69.0			<i>Cords</i>
2	Basswood	Sawtimber	29.7	MBF	31.2	\$29,227.70	
	Beech		10.4	MBF			
	Red Maple		4.0	MBF			
	Sugar Maple		66.9	MBF			
	Mixed Hardwood		Pulpwood	108.0			Cords
	<i>Basswood</i>			17.0			<i>Cords</i>
	<i>Beech</i>			13.0			<i>Cords</i>
	<i>Red Maple</i>			4.0			<i>Cords</i>
	<i>Sugar Maple</i>			74.0			<i>Cords</i>
3	Basswood	Sawtimber	47.2	MBF	49.4	\$46,301.40	
	Beech		16.4	MBF			
	Red Maple		6.4	MBF			
	Sugar Maple		106.0	MBF			
	Mixed Hardwood		Pulpwood	170.0			Cords
	<i>Basswood</i>			26.0			<i>Cords</i>
	<i>Beech</i>			21.0			<i>Cords</i>
	<i>Red Maple</i>			6.0			<i>Cords</i>
	<i>Sugar Maple</i>			117.0			<i>Cords</i>
4	Basswood	Sawtimber	36.2	MBF	38.0	\$35,602.60	
	Beech		12.7	MBF			
	Red Maple		4.9	MBF			
	Sugar Maple		81.5	MBF			
	Mixed Hardwood		Pulpwood	131.0			Cords
	<i>Basswood</i>			21.0			<i>Cords</i>
	<i>Beech</i>			16.0			<i>Cords</i>
	<i>Red Maple</i>			4.0			<i>Cords</i>
	<i>Sugar Maple</i>			90.0			<i>Cords</i>
TOTAL:			525.9	MBF			
TOTAL:			509.0	Cords			

## Sale Specific Conditions & Requirements

**Sale Name: No Gun Hardwood II**

**Sale Number: 53-016-16 Seq#: 1**

### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit lines are marked with yellow paint.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

#### 2.2 - Utilization

##### 2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible.

### 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.

#### 4.4 - Access

##### 4.4.3 - Access gate (12/08)

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

### 5 - Operations

#### 5.2 - Conduct of Operations

##### 5.2.1 - Slash

### 5.2.1.2 - Slash Removal

#### 5.2.1.2.6 - Slash removal, general (7/05)

All slash must be removed from all openings used for landing purposes. Slash includes tree tops, branches, stumps and/or chipping residue. Larger debris should be removed from the opening area and spread throughout the sale area and any accumulated chips should be pushed out of the opening or spread thin enough to not inhibit revegetation.

#### 5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

### 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) I - IV, 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.

#### 5.2.40 - Pathway protection (10/10)

The Midland to Mackinaw Trail is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue paint or pathway markers. Any trees marked with blue paint that are also marked with orange may be cut. The pathway shall remain free of slash and other debris at all times. All slash must be kept at least 10' away from the trail. The pathway lies on an existing old logging road which will be used for logging operations, therefore, there should be caution signs posted on either end of the trail leading into the sale area. After completion of the sale, the pathway shall be smoothed out and any debris cleared off the trail.

### 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.

### 5.8 - Protection of Endangered Species

#### 5.8.3 - Red shoulder hawk or goshawk (2/16)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 15 to July 15 (NLP). Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

## 7 - Other Conditions

### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from Emerald Ash Borer resulting in death of nearly all the White Ash. If the purchaser wishes to salvage the Ash, they are free to do so and, in so doing, agree to pay the price of \$24 per cord. All Ash shall be decked separately and will be scaled on the landing by the Timber Sale Administrator. An amendment to the contract will then be written up to include the additional cost of the Ash. 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.

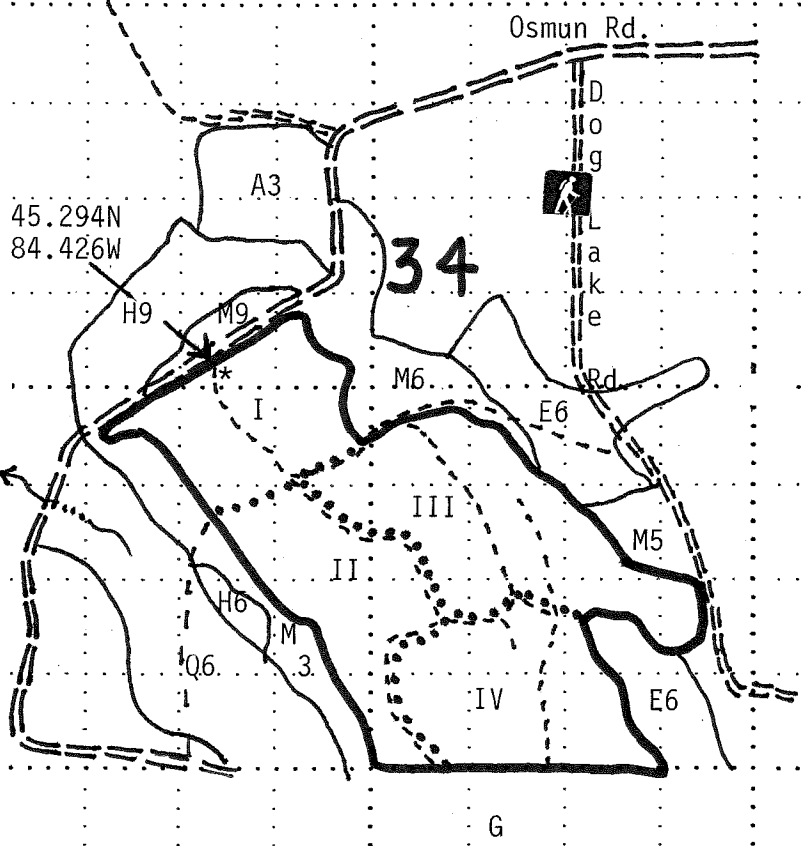


Sale Number	Year
53-016-16	2016

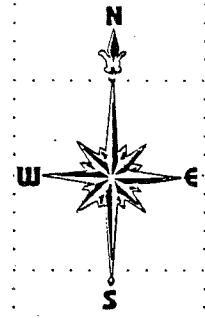
Forest Management Unit Pigeon River Country FMU	County Cheboygan	Mapped By Rick McDonald	Date 08/15/2016	Page of
		Cruised By Rick McDonald		

Township 34N	Range 01W	Section(s) and Subdivision(s) (34) S $\frac{1}{2}$ of NW $\frac{1}{4}$ , SW $\frac{1}{4}$ , SE $\frac{1}{4}$	Scale 1" = 4" ... 1 mile
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Cover Type				Density	
A = Aspen	H = Hemlock	P = Lowland Poplar	V = Bog or Marsh	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	Q = Mixed Swamp Cnfr	W = White Pine	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	R = Red Pine	X = Non Stocked	2 = Seedling Sapling Medium	7 = Saw Timber Poor
E = Swamp Hdwoods	M = Mpl, Bch, Brch	S = Black Spruce	Z = Water	3 = Seedling Sapling Well	8 = Saw Timber Medium
F = Spruce Fir	N = Marsh	T = Tamarack		4 = Pole Timber Poor	9 = Saw Timber Well
G = Grass	O = Oak	U = Upland Brush			



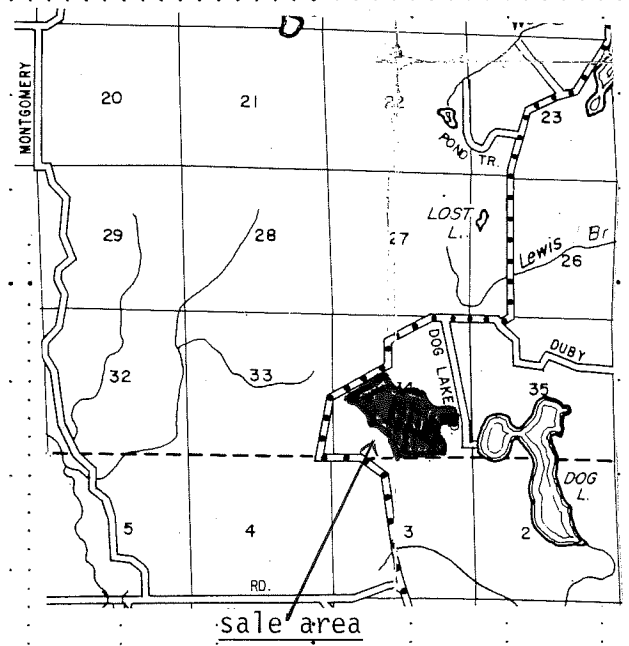
Compartment 11  
stand 6



No Gun Hardwood II (147.7 acres)

- Unit I ----- 29.1 acres
- Unit II ----- 31.2 acres
- Unit III ----- 49.4 acres
- Unit IV ----- 38 acres

- Hiking Trail
- County Road - gravel
- Open Forest Road
- Intermittent Stream
- Sale Area Boundary (Red)
- Payment Unit Line (Yellow)
- Closed Road



No Gun Hardwood II (53-016-16)  
; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on November 10, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
Sawtimber			
Basswood	140.80 MBF	\$ 77.00/MBF	\$ _____
Beech	49.20 MBF	\$ 79.00/MBF	\$ _____
Red Maple	19.10 MBF	\$ 156.00/MBF	\$ _____
Sugar Maple	316.80 MBF	\$ 348.00/MBF	\$ _____
Pulpwood			
Mixed Hardwood	509.00 Cords	\$ 20.50/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 11.90 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

Please Check Appropriate Categories:

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

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

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

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (       )	
City	State	ZIP	

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

Sawdust Pile SBW (53-011-16)  
 ; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on November 10, 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.

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE</u>
<b>Sawtimber</b>			
Mixed Aspen	15.70 MBF	\$ 93.00/MBF	\$ _____
Red Maple	11.80 MBF	\$ 156.00/MBF	\$ _____
Sugar Maple	4.40 MBF	\$ 348.00/MBF	\$ _____
White Pine	24.80 MBF	\$ 96.00/MBF	\$ _____
White Spruce	6.40 MBF	\$ 81.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	63.00 Cords	\$ 23.15/Cord	\$ _____
Mixed Aspen	907.00 Cords	\$ 19.35/Cord	\$ _____
Mixed Hardwood	113.00 Cords	\$ 20.50/Cord	\$ _____
Mixed Spruce	41.00 Cords	\$ 26.10/Cord	\$ _____
White Pine	140.00 Cords	\$ 25.60/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 11.49 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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

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

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

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

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

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

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

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



### 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.*

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

**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.
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  - C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.
3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

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

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

Name of Business		Federal ID (or) Social Security No.	
Address		Telephone (      )	
City	State	ZIP	

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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