

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

## **TIMBER SALE PROSPECTUS #6012**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on September 21, 2017. LOCATION: GAYLORD FIELD OFFICE, 1732 WEST M-32, GAYLORD, MI 49735.

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, GAYLORD MANAGEMENT UNIT, for certain timber on the following described lands:

## WEBSTER RED PINE (52-012-17)

Otsego County, Advertised Price \$381,502.40, 236.2 Acres, Red Pine, White Pine.

SALE NOTE: Good access. Flat terrain.

## EDGE RED MIX (52-020-17)

Antrim County, Advertised Price \$132,589.70, 53.3 Acres, Red Pine, Spruce/Fir/Tamarack.

SALE NOTE: Good access. Class "A" road frontage.

## **TOWER MIX** (52-024-17)

Otsego County, Advertised Price \$61,880.60, 57.9 Acres, Aspen, Hardwood.

SALE NOTE: Class A road near I-75.

#### Rookie Red Pine (52-027-17)

Otsego County, Advertised Price \$22,989.30, 19.6 Acres, Red Pine.

SALE NOTE: Good access off of county seasonal roads.

#### BID INSTRUCTIONS (VER. 09/02/2016):

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

Bids must be received by the Unit Manager, GAYLORD OFFICE, 1732 WEST M-32, GAYLORD, MI 49735, no later than 3:00 p.m. (local time) on September 21, 2017. For further information concerning this sale, contact Joyce Angel at 989-732-3541 extension 5440.

#### 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.

## 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

## WEBSTER RED PINE (52-012-17)

Otsego County (Advertised Price \$381,502.40)

SALE NOTE: Good access. Flat terrain.

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>	D UNITS*	ADV	ERTISED PRICE
	Sawtimber				
	Mixed Aspen	19.30	MBF	\$	55.00 / MBF
	Red Maple	4.40	MBF	\$	153.00 / MBF
	Red Oak	1.60	MBF	\$	212.00 / MBF
	Red Pine	633.80	MBF	\$	150.00 / MBF
	White Pine	92.10	MBF	\$	73.00 / MBF
	Pulpwood				
	Black Cherry	1.00	Cords	\$	21.70 / Cord
	Mixed Aspen	464.00	Cords	\$	18.25 / Cord
	Paper Birch	4.00	Cords	\$	15.15 / Cord
	Red Maple	278.00	Cords	\$	21.70 / Cord
	Red Oak	12.00	Cords	\$	22.65 / Cord
	Red Pine	4,710.00	Cords	\$	52.35 / Cord
	Sugar Maple	3.00	Cords	\$	21.70 / Cord
	White Pine	462.00	Cords	\$	34.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.40 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 \$26,705.00 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 09/30/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	0.3	MBF	30.9	\$22,390.45
	B. T. Aspen		0.3	MBF		
	Red Maple		0.5	MBF		
	Red Pine		38.0	MBF		
	White Pine		4.2	MBF		
	Mixed Aspen	Pulpwood	7.0	Cords		
	B. T. Aspen	'	7.0	Cords		
	Red Maple		9.0	Cords		
	Red Pine		291.0	Cords		
	White Pine		21.0	Cords		
2	Red Maple	Sawtimber	0.3	MBF	26.6	\$61,355.00
_	Red Oak		0.3	MBF		ψο , ,σσσ.σσ
	Red Pine		102.5	MBF		
	White Pine		14.0	MBF		
	Mixed Aspen	Pulpwood	47.0	Cords		
	Quaking Aspen	i dipwood	47.0	Cords		
	Red Maple		43.0	Cords		
	•			Cords		
	Red Oak		1.0	1		
	Red Pine		778.0	Cords		
	White Pine		66.0	Cords		
3	Mixed Aspen	Sawtimber	4.2	MBF	36.8	\$71,392.20
	Quaking Aspen		4.2	MBF		
	Red Maple		1.7	MBF		
	Red Oak		0.3	MBF		
	Red Pine		127.9	MBF		
	White Pine		12.2	MBF		
	Mixed Aspen	Pulpwood	102.0	Cords		
	Quaking Aspen		102.0	Cords		
	Paper Birch		4.0	Cords		
	Red Maple		61.0	Cords		
	Red Oak		7.0	Cords		
	Red Pine		864.0	Cords		
	Sugar Maple		3.0	Cords		
	White Pine		59.0	Cords		
4	Mixed Aspen	Sawtimber	4.1	MBF	33.5	\$65,360.40
	Quaking Aspen		4.1	MBF		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Red Maple		0.4	MBF		
	Red Oak		0.3	MBF		
	Red Pine		105.5	MBF		
	White Pine		18.1	MBF		
	Mixed Aspen	Pulpwood	91.0	Cords		
	•	Fulpwood	91.0	Cords		
	Quaking Aspen			Cords		
	Red Maple		50.0			
	Red Oak		1.0	Cords		
	Red Pine		800.0	Cords		
	White Pine		92.0	Cords		
5	Mixed Aspen	Sawtimber	10.3	MBF	34.9	\$50,349.20
	Quaking Aspen		10.3	MBF		
	Red Maple		0.5	MBF		
	Red Oak		0.2	MBF		
	Red Pine		74.7	MBF		
	White Pine		19.5	MBF		
	Mixed Aspen	Pulpwood	143.0	Cords		
	Quaking Aspen	•	143.0	Cords		
	Red Maple		46.0	Cords		
	Red Oak		1.0	Cords		
	1	1	··· <b>"</b>	Dogo 6 of 4	<u> </u>	<u> </u>

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Red Pine	Pulpwood	566.0	Cords		- "-
	White Pine		108.0	Cords		
6	Red Maple	Sawtimber	0.4	MBF	36.2	\$83,538.50
	Red Oak		0.5	MBF		
	Red Pine		139.4	MBF		
	White Pine		19.0	MBF		
	Mixed Aspen	Pulpwood	65.0	Cords		
	Quaking Aspen		65.0	Cords		
	Red Maple		58.0	Cords		
	Red Oak		2.0	Cords		
	Red Pine		1,059.0	Cords		
	White Pine		90.0	Cords		
7	Mixed Aspen	Sawtimber	0.4	MBF	37.3	\$27,116.65
	B. T. Aspen		0.4	MBF		
	Red Maple		0.6	MBF		
	Red Pine		45.8	MBF		
	White Pine		5.1	MBF		
	Black Cherry	Pulpwood	1.0	Cords		
	Mixed Aspen		9.0	Cords		
	B. T. Aspen		9.0	Cords		
	Red Maple		11.0	Cords		
	Red Pine		352.0	Cords		
	White Pine		26.0	Cords		
		TOTAL:	751.2	MBF		
		TOTAL:	5,934.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: WEBSTER RED PINE Sale Number: 52-012-17 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 blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue 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. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid. Retention boundaries are 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) 2, 3, 4, 5, and 6, cut all trees that are two (2) inches or more at DBH.

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

Within Payment Unit(s) 1 and 7, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Do not cut oak. Designated plantation rows are every third row. Begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence.

#### 2.2 - Utilization

## 2.2.2 - Chipping required (5/14)

Payment Units 2, 3, 4, 5, and 6 must be chip harvested to facilitate subsequent planting operations. A chipping exemption can be obtained if proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing. 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 Payment Unit(s) 2, 3, 4, 5, and 6 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 4.1.6 - 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. 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.

## 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

#### 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

## 5 - Operations

## 5.1 - Notification

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

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

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

A post-sale conference on site between the Purchaser and sale administrator is required 2 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

## 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.8 - Slash height (12/08)

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

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

To facilitate reforestation, Payment Unit(s) 2, 3, 4, 5, and 6 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.

## 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the DNR sale administrator.

## 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

## 5.2.3 - Operating Restrictions

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

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

Do not cut or damage hawthorn, witch-hazel, dogwood, ground hemlock or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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

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

#### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 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.

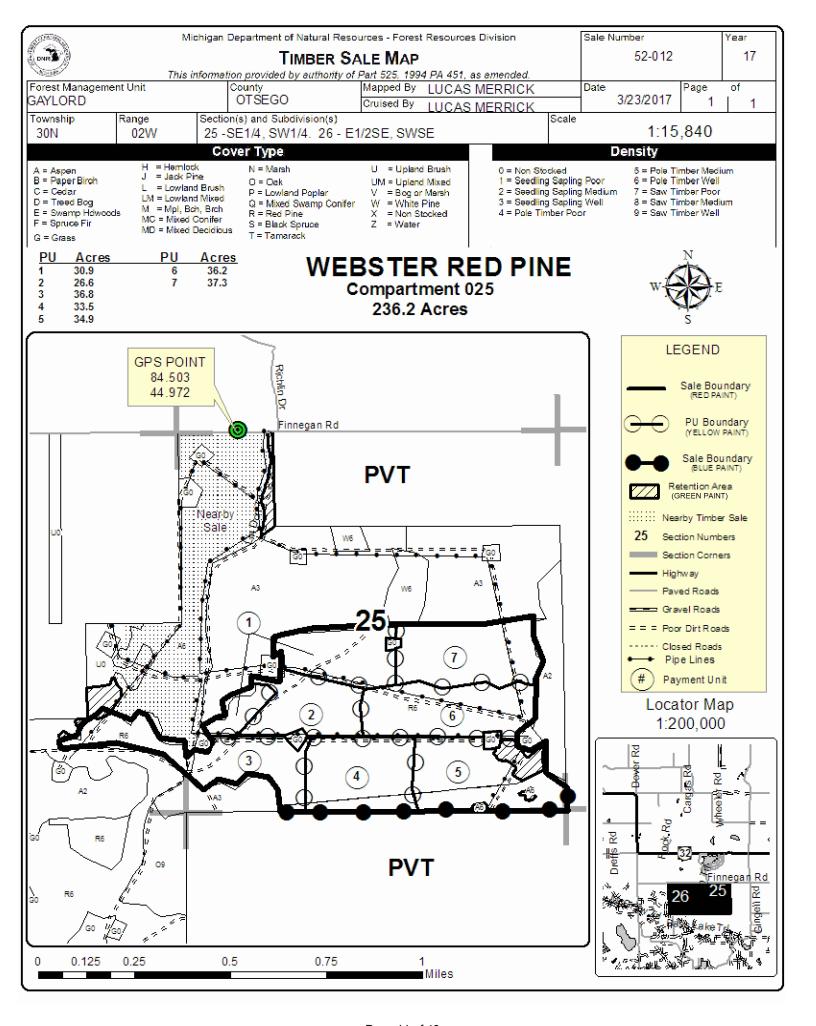
#### 6 - Safety and Fire Prevention

## 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on Finnegan Rd prior to beginning operations. The road must be posted 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 8/22/2017 2:54:14PM



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#### TIMBER SALE INFORMATION

## EDGE RED MIX (52-020-17)

Antrim County (Advertised Price \$132,589.70)

SALE NOTE: Good access. Class "A" road frontage.

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*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Black Spruce	20.30	MBF	\$	77.00 / MBF
Red Pine	454.70	MBF	\$	150.00 / MBF
White Pine	4.40	MBF	\$	73.00 / MBF
Pulpwood				
Balsam Fir	82.00	Cords	\$	23.70 / Cord
Black Spruce	643.00	Cords	\$	38.30 / Cord
Mixed Aspen	15.00	Cords	\$	18.25 / Cord
Mixed Hardwood	75.00	Cords	\$	21.70 / Cord
Red Pine	632.00	Cords	\$	52.35 / Cord
White Pine	27.00	Cords	\$	34.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.29 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 \$9,281.00 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 09/30/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Black Spruce	Sawtimber	8.3	MBF	31.4	\$88,927.55
	Red Pine		337.9	MBF		
	White Pine		3.3	MBF		
	Balsam Fir	Pulpwood	33.0	Cords		
	Black Spruce		262.0	Cords		
	Mixed Aspen		11.0	Cords		
	B. T. Aspen	Sawtimber	2.8	MBF		
	B. T. Aspen	Pulpwood	2.0	Cords		
	Quaking Aspen		3.0	Cords		
	Mixed Hardwood		48.0	Cords		
	Paper Birch	Sawtimber	0.3	MBF		
	Red Maple		0.3	MBF		
	Black Cherry	Pulpwood	1.0	Cords		
	Paper Birch		1.0	Cords		
	Red Maple		44.0	Cords		
	Red Pine		470.0	Cords		
	White Pine		20.0	Cords		
2	Black Spruce	Sawtimber	12.0	MBF	21.9	\$43,705.55
	Red Pine		116.8	MBF		
	White Pine		1.1	MBF		
	Balsam Fir	Pulpwood	49.0	Cords		
	Black Spruce		381.0	Cords		
	Mixed Aspen		4.0	Cords		
	B. T. Aspen	Sawtimber	1.0	MBF		
	B. T. Aspen	Pulpwood	1.0	Cords		
	Quaking Aspen		1.0	Cords		
	Mixed Hardwood		29.0	Cords		
	Paper Birch	Sawtimber	0.4	MBF		
	Red Maple		0.4	MBF		
	Black Cherry	Pulpwood	1.0	Cords		
	Paper Birch		2.0	Cords		
	Red Maple		24.0	Cords		
	Red Pine		162.0	Cords		
	White Pine		7.0	Cords		
		TOTAL:	479.4	MBF		
		TOTAL:	1,476.0	Cords		

#### **Sale Specific Conditions & Requirements**

Sale Name: EDGE RED MIX Sale Number: 52-020-17 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 blue, red, and yellow paint, along with a county road and timber type change. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint, with the exception of the boundary between the R9 and G0 areas, which are identified by the timber type change. In addition, the southern boundary of the sale is identified by Mancelona Road. Interior Payment Unit boundaries are marked with yellow paint, with the exception of the boundary between Payment Units 2A and 2B, which is marked with red paint. Retention islands are marked with green paint. The painted boundary line trees are not Included Timber. 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) 1A, 1B, 2A, and 2B, cut all trees that are two (2) inches or more at DBH except, within Payment Units 1A and 2A, do not cut white pine and hemlock.

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

Note that mixed hardwood contains maple, birch and cherry.

#### 2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 100 feet of the cleared portion of Old Lake Harold Road and Mancelona Road. These trees may be utilized.

## 2.2 - Utilization

## 2.2.2 - Chipping required (5/14)

Payment Units 1B and 2B must be chip harvested to facilitate subsequent planting operations. A chipping exemption can be obtained if proposed operations are determined to be suitable for planting by reforestation staff. This exemption must be granted in writing. 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 Payment Units 1B and 2B shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

## 3 - Payments

## 3.3 - Pre-measured Sales

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

Payment Unit(s) may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract 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. In addition, extreme care should be taken to avoid damage to planted tree seedlings.

Within the sale area, if more than 10% of the planted tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300.00 per acre for all acreage within that specified

portion of the sale area that was damaged.

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

#### 4.1.6 - 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. Roads and skid trails through the recently planted portions of the sale area will be kept to the bare minimum.

## 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

## 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 5 - Operations

## 5.1 - Notification

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

## 5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by DNR sale administarator.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

## 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed

from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

#### 5.2.4 - Dead and Down Creation

## 5.2.4.2 - Dead and down creation, hare and grouse (1/14)

To improve habitat for snowshoe hare, grouse, and other species, the Purchaser is to leave two trees, nine (9) inches or larger in diameter on the ground for every two acres in Payment Units 1A and 2A. If possible, the logs or trees should be felled so they overlap. Note these pieces should have a minimum length of five feet. They can be of any tree species and can be an un-merchantable piece of wood or a full tree. In addition, in Payment Units 1A and 2A, all red painted boundary trees over 6" DBH should be cut and laid down next to the stump or pushed over to provide additional horizontal structure.

#### 5.2.17 - Crane Mats/Timber Mats (10/14)

If available, Crane Mats/Timber Mats may be borrowed from the DNR and are located at the Marquette ICC and the Grayling Field Office. Contact the sale administrator for specific details. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's Crane Mats/Timber Mats. It is the responsibility of the Purchaser to contact the sale administrator to schedule pick up and drop off. In addition, all mats must be cleaned prior to drop off. A charge of \$350.00 will be assessed for all damaged or non-returned mats. Damage is defined as misuse resulting in three or more broken cants.

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

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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

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

#### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 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.

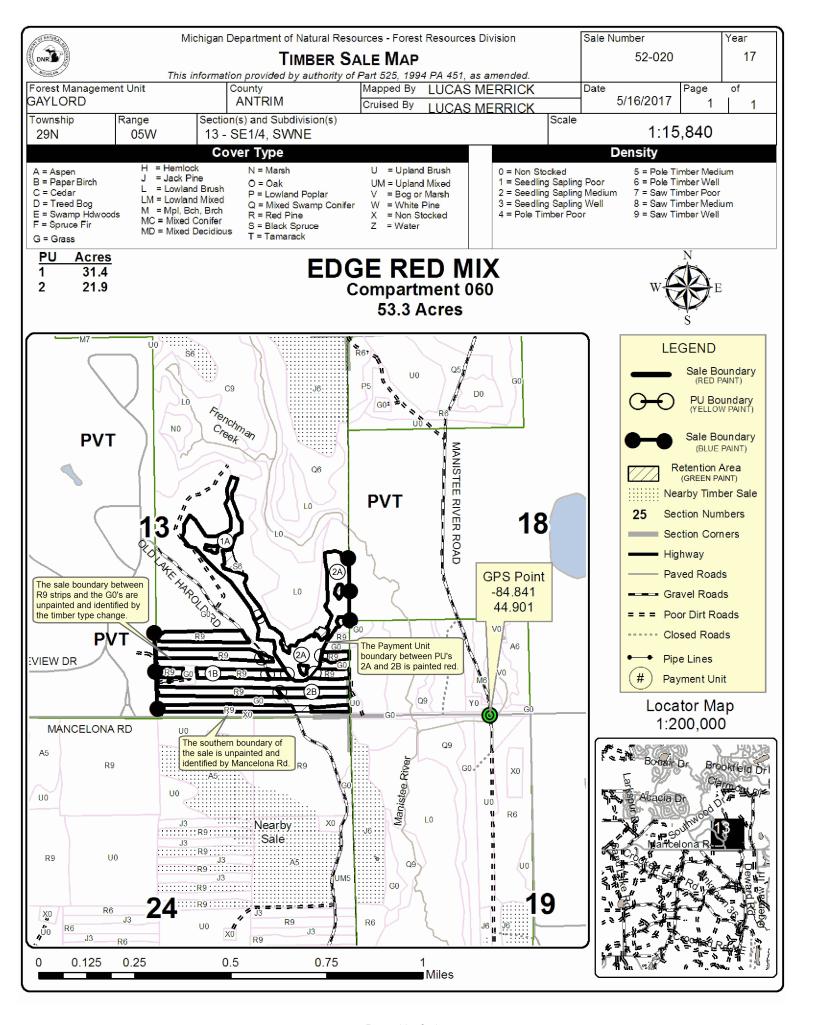
#### 6 - Safety and Fire Prevention

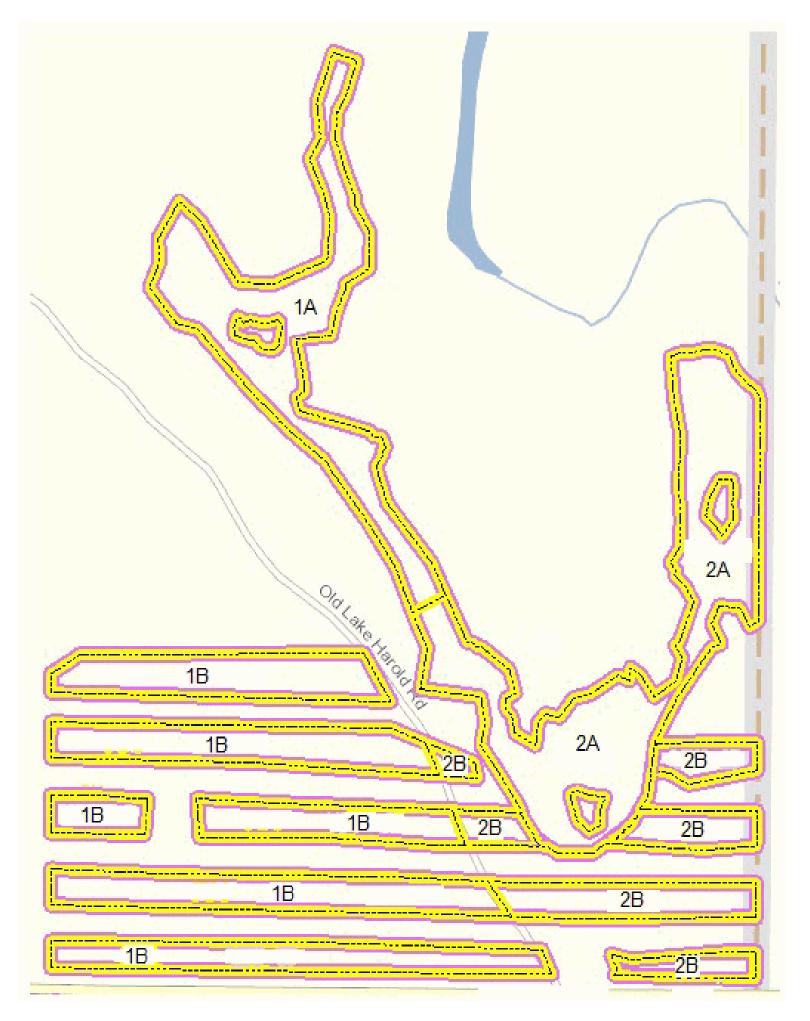
## 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Mancelona 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 8/23/2017 7:37:20AM





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#### TIMBER SALE INFORMATION

#### TOWER MIX (52-024-17)

Otsego County (Advertised Price \$61,880.60)

SALE NOTE: Class A road near I-75.

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*		<u>ADV</u>	ADVERTISED PRICE	
Sawtimber					
Beech	8.80	MBF	\$	51.00 / MBF	
Mixed Aspen	41.50	MBF	\$	55.00 / MBF	
Red Maple	28.40	MBF	\$	153.00 / MBF	
Red Oak	146.60	MBF	\$	212.00 / MBF	
Sugar Maple	7.70	MBF	\$	285.00 / MBF	
Pulpwood					
Mixed Aspen	458.00	Cords	\$	18.25 / Cord	
Mixed Hardwood	607.00	Cords	\$	21.70 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.53 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 \$4,332.00 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 09/30/2020.

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

	MARKET GROUP	, , , , , , , , , , , , , , , , , , ,	OLIANITITY (		40050	ABVEBTION DECA
PU		PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Beech	Sawtimber	6.7	MBF	31.7	\$40,061.75
	Mixed Aspen		5.2	MBF		
	B. T. Aspen		5.2	MBF		
	Red Maple		26.3	MBF		
	Red Oak		124.2	MBF		
	Sugar Maple		2.2	MBF		
	Mixed Aspen	Pulpwood	47.0	Cords		
	B. T. Aspen		47.0	Cords		
	Mixed Hardwood		350.0	Cords		
	Beech		51.0	Cords		
	Paper Birch		10.0	Cords		
	Red Maple		120.0	Cords		
	Red Oak		145.0	Cords		
	Sugar Maple		24.0	Cords		
2	Beech	Sawtimber	2.1	MBF	26.2	\$21,818.85
	Mixed Aspen		36.3	MBF		
	B. T. Aspen		36.3	MBF		
	Red Maple		2.1	MBF		
	Red Oak		22.4	MBF		
	Sugar Maple		5.5	MBF		
	Mixed Aspen	Pulpwood	411.0	Cords		
	B. T. Aspen		411.0	Cords		
	Mixed Hardwood		257.0	Cords		
	Beech		11.0	Cords		
	Red Maple		132.0	Cords		
	Red Oak		53.0	Cords		
	Sugar Maple		61.0	Cords		
		TOTAL:	233.0	MBF		
		TOTAL:	1,065.0	Cords		

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## Sale Specific Conditions & Requirements

Sale Name: TOWER MIX Sale Number: 52-024-17 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 blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue 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. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH except for hemlock and trees marked with green paint.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

Within the sale area, if more than 5% of trees (>4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed for all acreage within that specified portion of the sale area that was 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.

#### 4.1.6 - 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered

impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during wet weather conditions.

## 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

#### 5 - Operations

#### 5.1 - Notification

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

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

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

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 (9/16)

All slash must be removed at least 150 feet from the cleared right-of-way of county roads (Marlette Rd).

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

No slash or tree tops may exceed 36 inches in height.

## 5.2.2 - Hazard Trees/Snags

## 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction (4/17)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

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

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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

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

#### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or

skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

## 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.

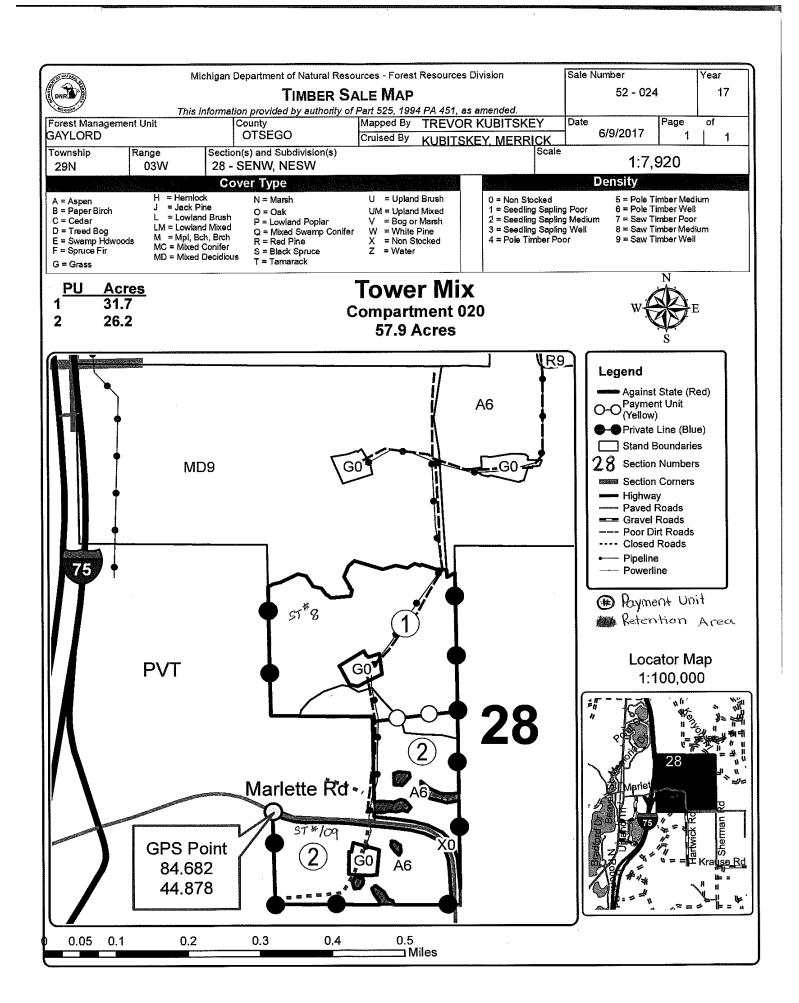
## 6 - Safety and Fire Prevention

#### 6.2 - Signing

## 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Marlette 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 8/22/2017 2:41:09PM



#### TIMBER SALE INFORMATION

## Rookie Red Pine (52-027-17)

Otsego County (Advertised Price \$22,989.30)

SALE NOTE: Good access off of county seasonal roads.

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				
Red Pine	70.20 MBF	\$	150.00 / MBF	
Pulpwood				
Red Pine	238.00 Cords	\$	52.35 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 24.81 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 \$1,149.00 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 09/30/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	18.6	MBF	15.4	\$5,669.25
	Red Pine	Pulpwood	55.0	Cords		
2	Red Pine	Sawtimber	51.6	MBF	4.2	\$17,320.05
	Red Pine	Pulpwood	183.0	Cords		
TOTAL:		70.2	MBF			
TOTAL:		238.0	Cords			

## Sale Specific Conditions & Requirements

Sale Name: Rookie Red Pine Sale Number: 52-027-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

## 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 2, cut all trees that are two (2) inches or more at DBH except red pine marked with green paint.

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

Within Payment Unit(s) 1, 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 lengths over 17 feet is permissible as long athe timber sale administrator approves the method and machinery used. If at any point damage exceeds specification 3.4.1, all of the remaining wood must be skid in lengths less than 17 feet.

## 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.

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

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

## 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to

determine landing locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

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

The Purchaser is responsible for contacting the gas or pipeline company 10 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

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

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

#### 5.2.1.8 - 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 (10/16)

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

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

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

#### 5.2.41 - Snowmobile trail protection (9/11)

A snowmobile trail is west of Payment Unit 1 on Au Sable Trail. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31.

#### 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.

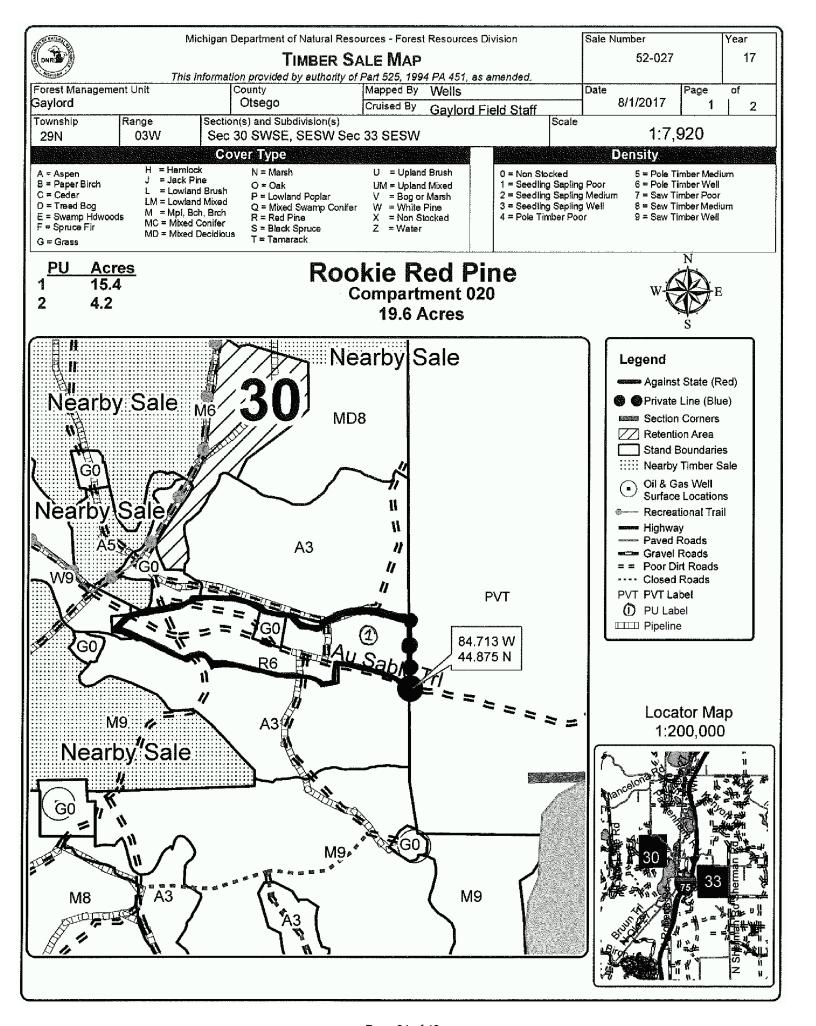
## 6 - Safety and Fire Prevention

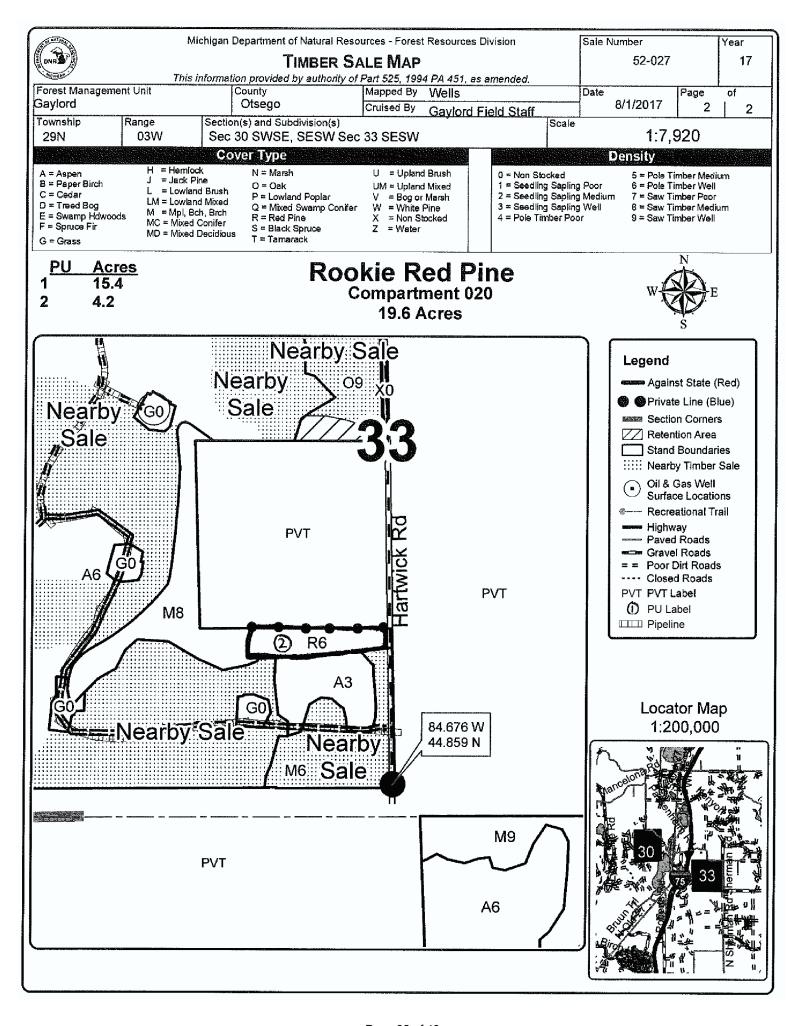
#### 6.2 - Signing

## 6.2.1 - Road posting (9/09)

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

Section Name: Sale Specific Current as of 8/18/2017 8:06:19AM





## **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

# WEBSTER RED PINE (52-012-17) ; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 21, 2017, 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 Sawtimber	ESTIMATED VOLUME	* <u>ADVERTISED PRICE</u>	BID PRICE/UNIT
Mixed Aspen	19.30 MBF	\$ 55.00/MBF	\$
Red Maple	4.40 MBF	\$ 153.00/MBF	\$
Red Oak	1.60 MBF	\$ 212.00/MBF	\$
Red Pine	633.80 MBF	\$ 150.00/MBF	\$
White Pine	92.10 MBF	\$ 73.00/MBF	\$
Pulpwood			
Black Cherry	1.00 Cords	\$ 21.70/Cord	\$
Mixed Aspen	464.00 Cords	\$ 18.25/Cord	\$
Paper Birch	4.00 Cords	\$ 15.15/Cord	\$
Red Maple	278.00 Cords	\$ 21.70/Cord	\$
Red Oak	12.00 Cords	\$ 22.65/Cord	\$
Red Pine	4,710.00 Cords	\$ 52.35/Cord	\$
Sugar Maple	3.00 Cords	\$ 21.70/Cord	\$
White Pine	462.00 Cords	\$ 34.95/Cord	\$
1			

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.40 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:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual	dividual or company representative's signature: Date:				
hone nu	none 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.				
•	<ul> <li>All Information must be typed or printed except for written sig</li> </ul>	natures.			
Ple	Please Check Appropriate Categories:				
1.	<ol> <li>My business is organized as (you must check one of the both A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>C. Corporation</li> </ol>	oxes below):			
2.	2. You <b>must</b> check one of the boxes below:				
	<ul> <li>A.          I certify my business is a sole proprietorship and it has no er         Worker's Compensation Laws.</li> </ul>	mployees but the sole proprietor. I am not subject to the			
	B.   I certify my business has satisfied its o bligation to the Worked Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the questions or a copy of the BWC-337, please call the Workel	e Notice of Exclusion within 21 days of the contract award. (For			
	C.   I certify my business has a Worker's Compensation Policy. one (21) days of the contract award.	I will provide an original Certificate of Insurance within twenty-			
3.	3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> 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			
Nam	Name of Business	Federal ID (or) Social Security No.			
Addı	Address T	elephone			
City	City State Z	ZIP			
	hereby certify that the above information is true and correct. I and the factors affecting my coverage during any of my present and fu				
S	Signature of Owner or Authorized Representative	Signature of Owner or Authorized Representative			
T	Title	Date			

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

EEDEDAI ID:

#### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

## EDGE RED MIX (52-020-17) ; Antrim COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 21, 2017, 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 Sawtimber	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Black Spruce	20.30	MBF	\$	77.00/MBF	\$
Red Pine	454.70	MBF	\$	150.00/MBF	\$
White Pine	4.40	MBF	\$	73.00/MBF	\$
Pulpwood					
Balsam Fir	82.00	Cords	\$	23.70/Cord	\$
Black Spruce	643.00	Cords	\$	38.30/Cord	\$
Mixed Aspen	15.00	Cords	\$	18.25/Cord	\$
Mixed Hardwood	75.00	Cords	\$	21.70/Cord	\$
Red Pine	632.00	Cords	\$	52.35/Cord	\$
White Pine	27.00	Cords	\$	34.95/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 10.29 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.

	1 LDLIVAL ID	or 300/AL	SECONITI NOMBEN	·.——- <sup>-</sup> ———	
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE	THE PERSONALIZED LABEL	FROM YOUR PROSP	PECTUS IN THE ABOVE BOX.	•
Individual	ual or company representative's signature: Date:				
Phone nu	none number : Email (optional):				

OF SOCIAL SECUDITY NUMBER.

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

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.				
VE	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.			
•	<ul> <li>All Information must be typed or printed except for written signs</li> </ul>	atures.			
Ple	Please Check Appropriate Categories:				
1.	<ol> <li>My business is organized as (you must check one of the boxe</li> <li>A. Sole Proprietorship (individual)</li> <li>B. Partnership</li> <li>Corporation</li> </ol>	es below):			
	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>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.</li> </ul>				
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the than yourself, including family members and active partners (i</li> <li>Full-time Employees</li> </ol>				
Nam	Name of Business Fed	leral ID (or) Social Security No.			
Address		ephone )			
City	City State ZIP				
	hereby certify that the above information is true and correct. I ag n factors affecting my coverage during any of my present and futu				

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

PR 4031-5 (Rev. 10/30/2012)

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

## TOWER MIX (52-024-17) ; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 21, 2017, 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	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UN	<u> TIV</u>
Sawtimber						
Beech	8.80	MBF	\$	51.00/MBF	\$	
Mixed Aspen	41.50	MBF	\$	55.00/MBF	\$	
Red Maple	28.40	MBF	\$	153.00/MBF	\$	
Red Oak	146.60	MBF	\$	212.00/MBF	\$	
Sugar Maple	7.70	MBF	\$	285.00/MBF	\$	
Pulpwood						
Mixed Aspen	458.00	Cords	\$	18.25/Cord	\$	
Mixed Hardwood	607.00	Cords	\$	21.70/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 13.53 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.

-- COCIAL CECUDITY NUMBER.

	FEDERAL ID	01 30CIAL	SECURIT NUMBER	·	
	Company or individual bidd	ing:			
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAIL	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
Individual	dual 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



Name of Business

# 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.

	Part 5 of Act 451 of 1994, as amended.		
۷E	RIFICATION 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	ease 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.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>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.</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-time and part-time employees, other		

Address		Telephone		
		( )		
City	State	ZIP		
in factors affecting my coverage during any c		I agree to notify the Michigan DNR of any changes that occur future operations.		
Signature of Owner or Authorized Representative				
Title		 Date		

Federal ID (or) Social Security No.

than yourself, including family members and active partners (if none, you must enter "0").

Full-time Employees

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

PR 4031-5 (Rev. 10/30/2012)

Part-time Employees

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

## Rookie Red Pine (52-027-17) ; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on September 21, 2017, 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 Sawtimber Red Pine		ESTIMATED VOLUME*		<u>AD\</u>	ERTISED PRICE	BID PRICE/UNIT			
		70.20	MBF	\$	150.00/MBF	\$			
Pulpwood									
Red Pine		238.00	Cords	\$	52.35/Cord	\$			
*The volumes are statistically estimated within plus (+) or minus (-) 24.81 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



#### 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.	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						
3.	<ul> <li>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.</li> <li>B.  \[ \] I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>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.</li> </ul>						
Nam	lame of Business	ederal ID (or) Social Security No.					
Add	Address Te	Telephone ( )					
City	City State ZI	P					
in fa	hereby certify that the above information is true and correct. I am factors affecting my coverage during any of my present and fut.  Signature of Owner or Authorized Representative						
	THE	Dale					

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

PR 4031-5 (Rev. 10/30/2012)