

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6107**

SCHEDULED SALE DATE AND TIME: 11:00 a.m. (local time) on May 9, 2018. LOCATION: ROSCOMMON MGMT UNIT, PO BOX 218, ROSCOMMON, MI 48653.

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

Keno Oil Aspen (71-022-17)

Roscommon County, Advertised Price \$68,170.95, 90.5 Acres, Aspen, Hardwood.

Shield Maiden Hardwoods (71-027-17)

Roscommon County, Advertised Price \$10,288.50, 17.8 Acres, Aspen, Hardwood.

#### BID INSTRUCTIONS (VER. 11/28/2017):

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

Bids must be received by the Unit Manager, ROSCOMMON OFFICE, PO BOX 218, ROSCOMMON, MI 48653, no later than 11:00 a.m. (local time) on May 9, 2018. For further information concerning this sale, contact Steve Anderson at 989-275-4622 extension 2740.

#### 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 (11/17)

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.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 \* 100).

#### 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

#### Keno Oil Aspen (71-022-17)

Roscommon County (Advertised Price \$68,170.95)

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	S ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Basswood	2.90	MBF	\$	128.00 / MBF
BI/R/Hybrid Oak	19.70	MBF	\$	125.00 / MBF
Mixed Aspen	70.80	MBF	\$	63.00 / MBF
Red Maple	13.10	MBF	\$	67.00 / MBF
Red Pine	40.50	MBF	\$	118.00 / MBF
Sugar Maple	3.30	MBF	\$	316.00 / MBF
White Pine	4.00	MBF	\$	90.00 / MBF
Pulpwood				
Balsam Fir	83.00	Cords	\$	16.50 / Cord
Basswood	18.00	Cords	\$	7.80 / Cord
BI/R/Hybrid Oak	121.00	Cords	\$	17.85 / Cord
Jack Pine	49.00	Cords	\$	18.45 / Cord
Mixed Aspen	1,303.00	Cords	\$	30.20 / Cord
Mixed Hardwood	246.00	Cords	\$	22.60 / Cord
Red Pine	72.00	Cords	\$	41.45 / Cord
White Pine	51.00	Cords	\$	26.45 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.76 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 \$3,409.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	47.3%
02	8.4%
03	25.4%
04	18 9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2020.

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	BI/R/Hybrid Oak	Sawtimber	2.4	MBF	41.9	\$32,263.45
	Mixed Aspen		42.2	MBF		
	B. T. Aspen		8.6	MBF		
	Quaking Aspen		33.6	MBF		
	Red Maple		0.9	MBF		
	Red Pine		12.8	MBF		
	Balsam Fir	Pulpwood	73.0	Cords		
	BI/R/Hybrid Oak		11.0	Cords		
	Jack Pine		42.0	Cords		
	Mixed Aspen		725.0	Cords		
	B. T. Aspen		66.0	Cords		
	Quaking Aspen		659.0	Cords		
	Mixed Hardwood		64.0	Cords		
	Red Maple		64.0	Cords		
	Red Pine		42.0	Cords		
	White Pine		18.0	Cords		
2		Sawtimber		MBF	9.0	\$5,600 AC
2	Basswood Mixed Aspen	JawuiiiDei	1.0 9.2	MBF	9.0	\$5,699.40
	Quaking Aspen		9.2	MBF		
	1 .	Dulawood		1		
	Basswood	Pulpwood	5.0	Cords		
	Mixed Aspen		164.0	Cords		
	Balsam Poplar		13.0	Cords		
	Quaking Aspen		151.0	Cords		
3	Basswood	Sawtimber	1.9	MBF	15.3	\$17,299.10
	BI/R/Hybrid Oak		3.4	MBF		
	Mixed Aspen		19.4	MBF		
	B. T. Aspen		6.8	MBF		
	Quaking Aspen		12.6	MBF		
	Red Maple		4.6	MBF		
	Red Pine		20.2	MBF		
	Sugar Maple		3.3	MBF		
	White Pine		4.0	MBF		
	Balsam Fir	Pulpwood	10.0	Cords		
	Basswood		13.0	Cords		
	BI/R/Hybrid Oak		15.0	Cords		
	Mixed Aspen		235.0	Cords		
	B. T. Aspen		36.0	Cords		
	Quaking Aspen		199.0	Cords		
	Mixed Hardwood		82.0	Cords		
	Ironwood		13.0	Cords		
	Red Maple		56.0	Cords		
	Sugar Maple		13.0	Cords		
	Red Pine		25.0	Cords		
	White Pine		30.0	Cords		
4	Bl/R/Hybrid Oak	Sawtimber	13.9	MBF	24.3	\$12,909.00
•	Red Maple		7.6	MBF	27.0	Ψ12,000.00
	Red Pine		7.5 7.5	MBF		
	Bl/R/Hybrid Oak	Pulpwood	95.0	Cords		
	Jack Pine		7.0	Cords		
	Mixed Aspen		7.0 179.0	Cords		
	•			1		
	Quaking Aspen		179.0	Cords		
	Mixed Hardwood		100.0	Cords		
	Red Maple		100.0	Cords		
	Red Pine		5.0	Cords		
	White Pine	İ	3.0	Cords	Ī	İ

TOTAL:	154.3	MBF
TOTAL:	1,943.0	Cords

#### Sale Specific Conditions & Requirements

Sale Name: Keno Oil Aspen Sale Number: 71-022-17 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. 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) 1-4, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with green paint.

#### 2.2 - Utilization

#### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

#### 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.

#### 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.

#### 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. 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.

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if

necessary. Damages will be assessed if grading/repair does not occur.

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

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

The Purchaser is responsible for contacting the pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Muskegon Development @ (989)772-4900.

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

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

#### 5.2 - Conduct of Operations

#### 5 2 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

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

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 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 or logs, nine (9) inches or larger in diameter on the ground for every two acres. They should be scattered throughout the sale or positioned per the sale administrators instructions. 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.

#### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

#### 5.2.30 - Landing/road top soil protection (2/15)

Top soil on new landings and new roads must be removed, stockpiled and saved. Upon completion of the timber sale, soil must be evenly distributed back over the area for revegetation.

#### 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

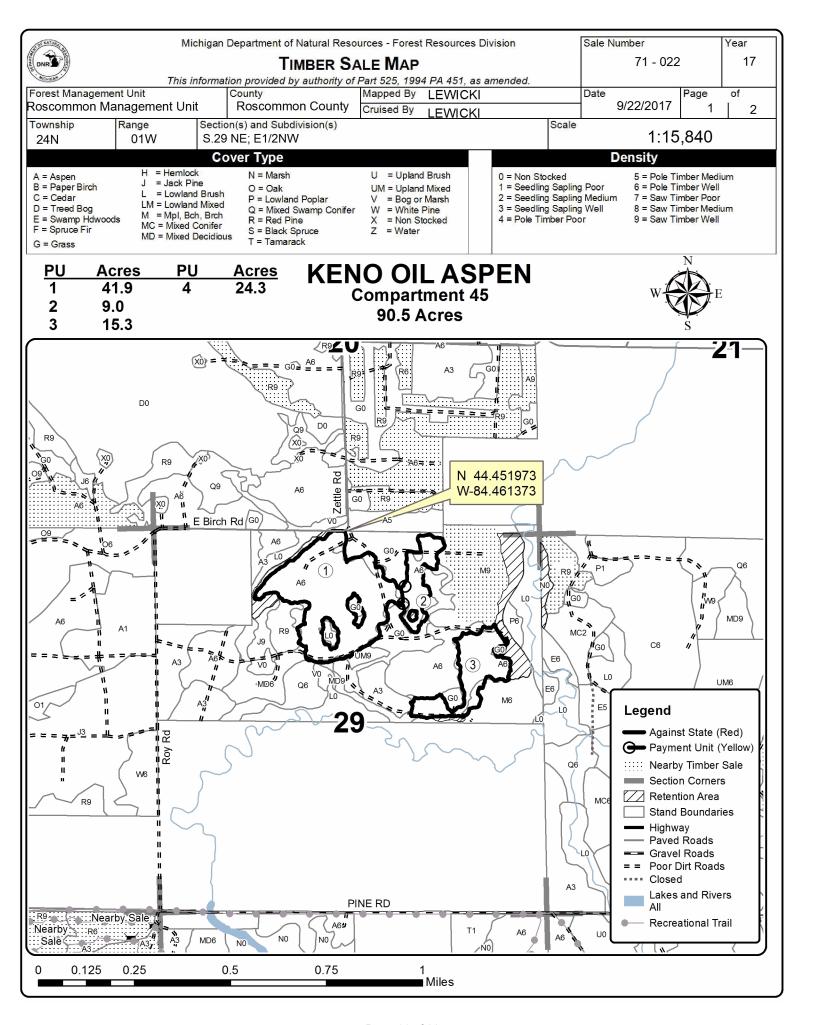
ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

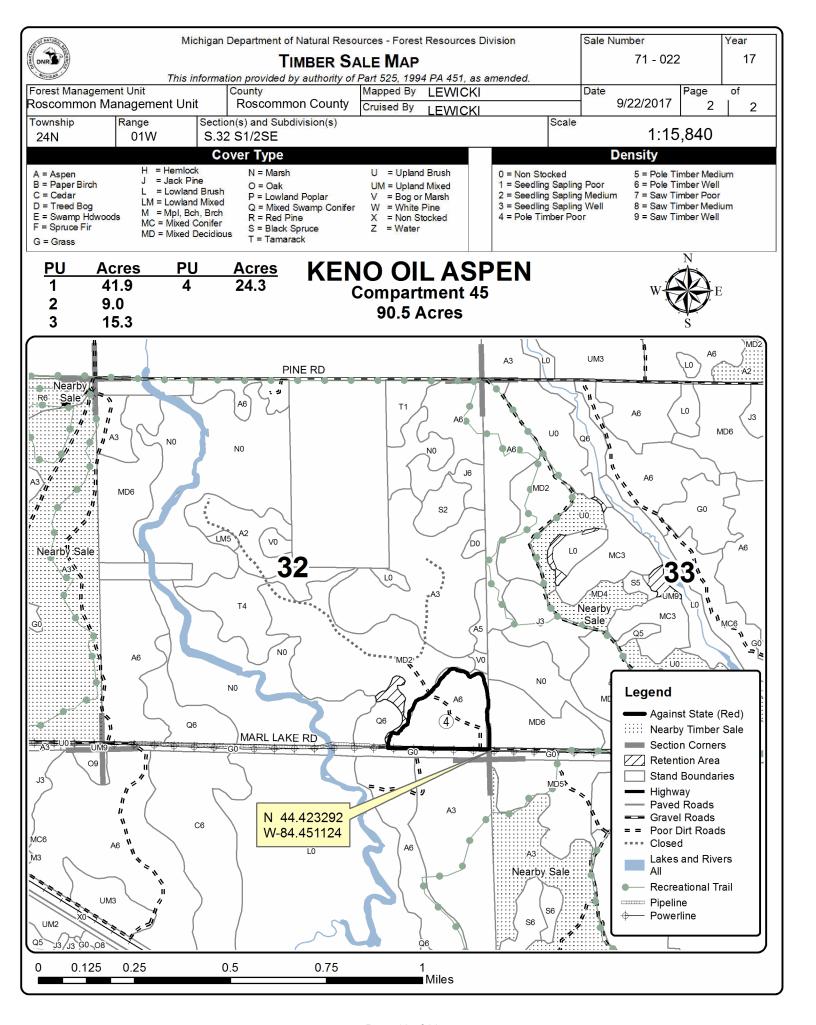
#### 5.4 - Soil Protection

#### 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.

Section Name: Sale Specific Current as of 3/23/2018 11:09:42AM





#### TIMBER SALE INFORMATION

#### Shield Maiden Hardwoods (71-027-17)

Roscommon County (Advertised Price \$10,288.50)

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				
Basswood	5.40	MBF	\$	128.00 / MBF
Mixed Aspen	16.40	MBF	\$	63.00 / MBF
Red Maple	3.10	MBF	\$	67.00 / MBF
Sugar Maple	14.60	MBF	\$	316.00 / MBF
Pulpwood				
Basswood	7.00	Cords	\$	7.80 / Cord
Mixed Aspen	66.00	Cords	\$	30.20 / Cord
Mixed Hardwood	75.00	Cords	\$	22.60 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 29.65 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 \$514.00 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.

PAYMENT UNIT NUMBER PERCENT OF TOTAL SALE VALUE 47.5%

02 52.5%

- 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	Basswood	Sawtimber	5.4	MBF	10.2	\$4,891.60
	Mixed Aspen		3.9	MBF		
	B. T. Aspen		2.9	MBF		
	Quaking Aspen		1.0	MBF		
	Red Maple		1.5	MBF		
	Sugar Maple		8.9	MBF		
	Basswood	Pulpwood	7.0	Cords		
	Mixed Aspen		5.0	Cords		
	B. T. Aspen		3.0	Cords		
	Quaking Aspen		2.0	Cords		
	Mixed Hardwood		37.0	Cords		
	Red Maple		4.0	Cords		
	Sugar Maple		33.0	Cords		
2	Mixed Aspen	Sawtimber	12.5	MBF	7.6	\$5,396.90
	B. T. Aspen		6.0	MBF		
	Quaking Aspen		6.5	MBF		
	Red Maple		1.6	MBF		
	Sugar Maple		5.7	MBF		
	Mixed Aspen	Pulpwood	61.0	Cords		
	B. T. Aspen		7.0	Cords		
	Quaking Aspen		54.0	Cords		
	Mixed Hardwood		38.0	Cords		
	Red Maple		8.0	Cords		
	Sugar Maple		30.0	Cords		
		TOTAL:	39.5	MBF		
		TOTAL:	148.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Shield Maiden Hardwoods Sale Number: 71-027-17 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 red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. 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) 2, cut all trees that are two (2) inches or more at DBH, except trees 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. In addition, all aspen is designated for cutting, unless marked with green paint.

#### 2.2 - Utilization

#### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

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

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

#### 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 the 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

#### 4.1.12 - 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

#### 4.2.1 - 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.

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 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 G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 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) 2, leave at least six (6) large tops in a single pile, and a total of 5 piles. These shall be placed within 50' of the northern boundary.

#### 5.2.43 - Opening protection (12/08)

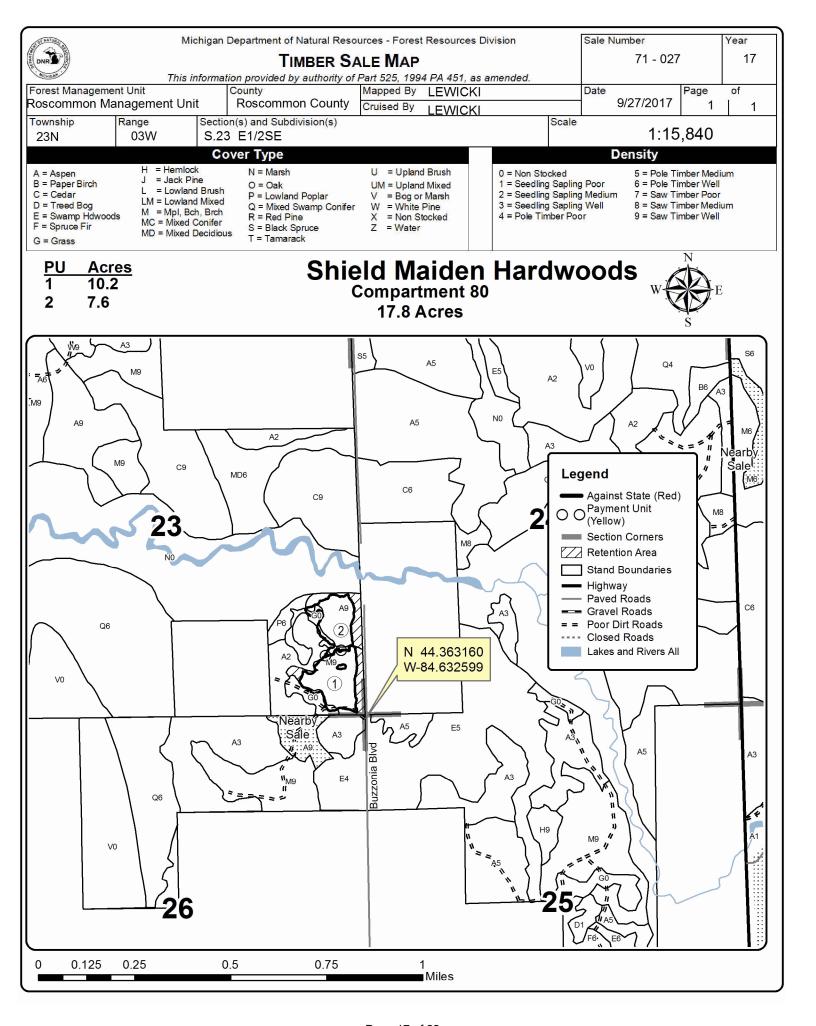
No activities are permitted in openings marked on the Timber Sale Map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.4 - Soil Protection

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

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

Section Name: Sale Specific Current as of 3/27/2018 10:07:06AM



EEDERAL ID:

#### BID FORM

ROSCOMMON MANAGEMENT UNIT ROSCOMMON OFFICE

#### Keno Oil Aspen (71-022-17) ; Roscommon COUNTY

In response to the notice of sale to be held 11:00 a.m. (local time) on May 9, 2018, 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.

PRODUC <sup>-</sup> Sawtimber	<u>rs &amp; species</u>	ESTIMATED	VOLUME*	<u>AD\</u>	VERTISED PRICE	BID PRICE/UNIT
Bassy		2.90	MBF	\$	128.00/MBF	\$
BI/R/H	lybrid Oak	19.70	MBF	\$	125.00/MBF	\$
Mixed	Aspen	70.80	MBF	\$	63.00/MBF	\$
Red N	Maple	13.10	MBF	\$	67.00/MBF	\$
Red F	Pine	40.50	MBF	\$	118.00/MBF	\$
Sugar	Maple	3.30	MBF	\$	316.00/MBF	\$
White	Pine	4.00	MBF	\$	90.00/MBF	\$
Pulpwood						
Balsa	m Fir	83.00	Cords	\$	16.50/Cord	\$
Bassv	vood	18.00	Cords	\$	7.80/Cord	\$
BI/R/H	lybrid Oak	121.00	Cords	\$	17.85/Cord	\$
Jack F	Pine	49.00	Cords	\$	18.45/Cord	\$
Mixed	Aspen	1,303.00	Cords	\$	30.20/Cord	\$
Mixed	Hardwood	246.00	Cords	\$	22.60/Cord	\$
Red F	Pine	72.00	Cords	\$	41.45/Cord	\$
White	Pine	51.00	Cords	\$	26.45/Cord	\$
1						

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.76 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.

		01 0001712 0200					
	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	or company representative's signatur		Date:				
Phone nu	one number : Email (optional):						

OF SOCIAL SECURITY 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**

As required by Act 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as a								
VE	RIFICATION OF WORKER'S DISABILITY	Y COMPENSATION	ON 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> of A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation	check <u>one</u> of the t	poxes below):						
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 or</li> </ul>								
	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 Coone (21) days of the contract award.	ompensation Policy	. I will provide an original Certificate of Insurance within twenty-						
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members a		e the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").						
	Full-time Em	ployees	Part-time Employees						
Nam	ne of Business		Federal ID (or) Social Security No.						
Addı	ress		Telephone ( )						
City	,	State	ZIP						
	ereby certify that the above information is to actors affecting my coverage during any of		I agree to notify the Michigan DNR of any changes that occur future operations.						

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

Date

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

**ROSCOMMON MANAGEMENT UNIT ROSCOMMON OFFICE** 

#### Shield Maiden Hardwoods (71-027-17) ; Roscommon COUNTY

In response to the notice of sale to be held 11:00 a.m. (local time) on May 9, 2018, 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 V</u>	<u>/OLUME*</u>	<u>AD</u>	<u>VERTISED PRICE</u>	BID PRICE/L	<u>JNIT</u>
Sawtimber						
Basswood	5.40	MBF	\$	128.00/MBF	\$	_
Mixed Aspen	16.40	MBF	\$	63.00/MBF	\$	_
Red Maple	3.10	MBF	\$	67.00/MBF	\$	_
Sugar Maple	14.60	MBF	\$	316.00/MBF	\$	
Pulpwood						
Basswood	7.00	Cords	\$	7.80/Cord	\$	_
Mixed Aspen	66.00	Cords	\$	30.20/Cord	\$	
Mixed Hardwood	75.00	Cords	\$	22.60/Cord	\$	_

\*The volumes are statistically estimated within plus (+) or minus (-) 29.65 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIA	L SECURITY NUMBER	R:				
	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	ndividual or company representative's signature: Date:							
Phone nu	ımber :		Email (optional):					

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



Title

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

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

FOR DEPARTMENT USE ONLY				
Sale Number (XX – XXX – XX – XX)				
5				
Forest Management Unit:				

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

2. You **must** check <u>one</u> of the boxes below:

VE	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 with 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				

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 o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).
C.   I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within 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 En	nployees	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

Date

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

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