

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5955**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 27, 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:

#### Parking Lot Remix (52-001-17)

Otsego County, Advertised Price \$7,399.20, 10.6 Acres, Red Pine, White Pine.

SALE NOTE: Small sale encompassing the Gaylord OSC.

#### Sucker Mix (52-012-16)

Otsego County, Advertised Price \$14,750.80, 54.3 Acres, Hardwood, Red Oak.

SALE NOTE: Good access along gas well roads to sale. Oak wilt restrictions in place, no cutting April 15th to July 15th.

#### Caramel Clown Mix (52-019-16)

Otsego County, Advertised Price \$14,796.60, 21.1 Acres, Hardwood, Red Oak.

SALE NOTE: Good quality red oak throughout sale. Access will probably be from the gas wells to the west of the sale. If access is obtained off of West Otsego Lake Drive, that is a class "A" road.

#### BUSTED BOAT OAK (52-020-16)

Otsego County, Advertised Price \$55,727.05, 73.6 Acres, Hardwood, Red Oak.

SALE NOTE: Whole tree skidding required during snow off conditions. Well stocked understory of 1-4" DBH saplings.

#### 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 July 27, 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

#### Parking Lot Remix (52-001-17)

Otsego County (Advertised Price \$7,399.20)

SALE NOTE: Small sale encompassing the Gaylord OSC.

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					
B. T. Aspen	1.00	MBF	\$	38.00 / MBF	
Red Pine	27.30	MBF	\$	111.00 / MBF	
White Pine	0.90	MBF	\$	50.00 / MBF	
Pulpwood					
B. T. Aspen	11.00	Cords	\$	11.95 / Cord	
Red Pine	101.00	Cords	\$	36.10 / Cord	
Scotch Pine	9.00	Cords	\$	5.50 / Cord	
White Pine	19.00	Cords	\$	24.15 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 34.45 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 \$370.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 07/31/2018.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	1.0	MBF	10.6	\$7,399.20
	Red Pine		27.3	MBF		
	White Pine		0.9	MBF		
	B. T. Aspen	Pulpwood	11.0	Cords		
	Red Pine		101.0	Cords		
	Scotch Pine		9.0	Cords		
	White Pine		19.0	Cords		
		TOTAL:	29.2	MBF		
		TOTAL:	140.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Parking Lot Remix Sale Number: 52-001-17 Seq#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

The sale boundary is marked and identified by blue and red paint, and a fence. 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 west boundary of Area #2, which is designated by the fence. 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) 1, Areas #2 and #4, cut all trees that are two (2) inches or more at DBH.

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

Within Payment Unit(s) 1, Areas #1 and #5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all aspen that are two (2) inches or more at DBH.

Within Payment Unit(s) 1, Area #3, red pine are designated for harvest if marked with orange paint. In addition, remove all aspen, scotch pine, white pine, and maple.

#### 2.2 - Utilization

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

This area must be chip harvested to facilitate future silvicultural activities. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because of bark beetle concerns and future site development.

#### 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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings within Area #4. 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

#### 41 - 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 chipped, utilized or otherwise removed from the sale. 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.

#### 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. The Unit Manager or his/her representative must be contacted at least 7 days in advance to schedule the conference.

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

A post-sale conference on site between the Purchaser and sale administrator is required 3 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.

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

Slash is to be disposed of as directed by the 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 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 the Gaylord OSC access drives 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.

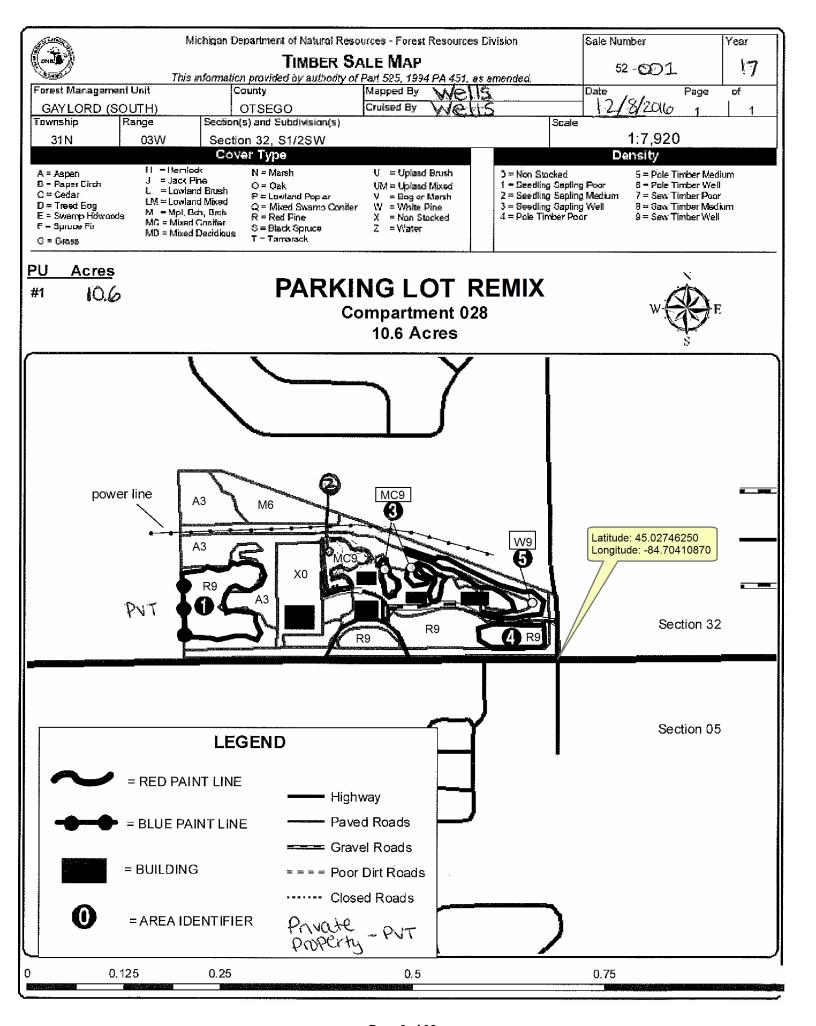
#### 7 - Other Conditions

#### 7.2 - Extensions

7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract.

Section Name: Sale Specific Current as of 7/5/2017 10:47:01AM



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#### TIMBER SALE INFORMATION

#### Sucker Mix (52-012-16)

Otsego County (Advertised Price \$14,750.80)

SALE NOTE: Good access along gas well roads to sale. Oak wilt restrictions in place, no cutting April 15th to July 15th.

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*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
American Elm	0.50	MBF	\$	35.00 / MBF
Beech	14.40	MBF	\$	36.00 / MBF
Mixed Aspen	5.00	MBF	\$	49.00 / MBF
Paper Birch	0.50	MBF	\$	35.00 / MBF
Red Maple	8.40	MBF	\$	145.00 / MBF
Red Oak	5.20	MBF	\$	177.00 / MBF
Sugar Maple	2.90	MBF	\$	249.00 / MBF
White Pine	2.50	MBF	\$	64.00 / MBF
Pulpwood				
Beech	150.00	Cords	\$	17.50 / Cord
Mixed Aspen	245.00	Cords	\$	15.20 / Cord
Mixed Hardwood	177.00	Cords	\$	17.50 / Cord
Paper Birch	8.00	Cords	\$	16.05 / Cord
Red Oak	56.00	Cords	\$	18.75 / Cord
White Pine	10.00	Cords	\$	30.70 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.95 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 \$1,475.00 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 04/15/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	American Elm	Sawtimber	0.2	MBF	22.6	\$6,107.70
	Beech		6.0	MBF		
	Mixed Aspen		2.1	MBF		
	B. T. Aspen		1.4	MBF		
	Quaking Aspen		0.7	MBF		
	Paper Birch		0.2	MBF		
	Red Maple		3.5	MBF		
	Red Oak		2.2	MBF		
	Sugar Maple		1.2	MBF		
	White Pine		1.0	MBF		
	Beech	Pulpwood	62.0	Cords		
	Mixed Aspen	-	102.0	Cords		
	B. T. Aspen		36.0	Cords		
	Quaking Aspen		66.0	Cords		
	Mixed Hardwood		73.0	Cords		
	Red Maple		59.0	Cords		
	Sugar Maple		14.0	Cords		
	Paper Birch		3.0	Cords		
	Red Oak		23.0	Cords		
	White Pine		4.0	Cords		
2	American Elm	Sawtimber	0.3	MBF	31.7	\$8,643.10
	Beech		8.4	MBF		
	Mixed Aspen		2.9	MBF		
	B. T. Aspen		2.0	MBF		
	Quaking Aspen		0.9	MBF		
	Paper Birch		0.3	MBF		
	Red Maple		4.9	MBF		
	Red Oak		3.0	MBF		
	Sugar Maple		1.7	MBF		
	White Pine		1.5	MBF		
	Beech	Pulpwood	88.0	Cords		
	Mixed Aspen		143.0	Cords		
	B. T. Aspen		51.0	Cords		
	Quaking Aspen		92.0	Cords		
	Mixed Hardwood		104.0	Cords		
	American Elm		1.0	Cords		
	Red Maple		83.0	Cords		
	Sugar Maple		20.0	Cords		
	Paper Birch		5.0	Cords		
	Red Oak		33.0	Cords		
	White Pine		6.0	Cords		
		TOTAL:	39.4	MBF		•

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#### Sale Specific Conditions & Requirements

Sale Name: Sucker Mix Sale Number: 52-012-16 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by 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 trees marked with TIMBER TEAL paint above and below stump height.

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

Note that Mixed Aspen includes quaking and big tooth. Mixed hardwood includes elm, red maple and sugar maple.

#### 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.

#### 4.1.6 - 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. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (12/14)

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.

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

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

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

#### 5.2 - Conduct of Operations

#### 5 2 1 - Slash

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

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

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction (6/10)

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.

#### 5.2.3.11 - 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, 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.

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

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

#### 5.4 - Soil Protection

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

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

#### 5.4.2 - Skid trails (2/04)

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

#### 5.8 - Protection of Endangered Species

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

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

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

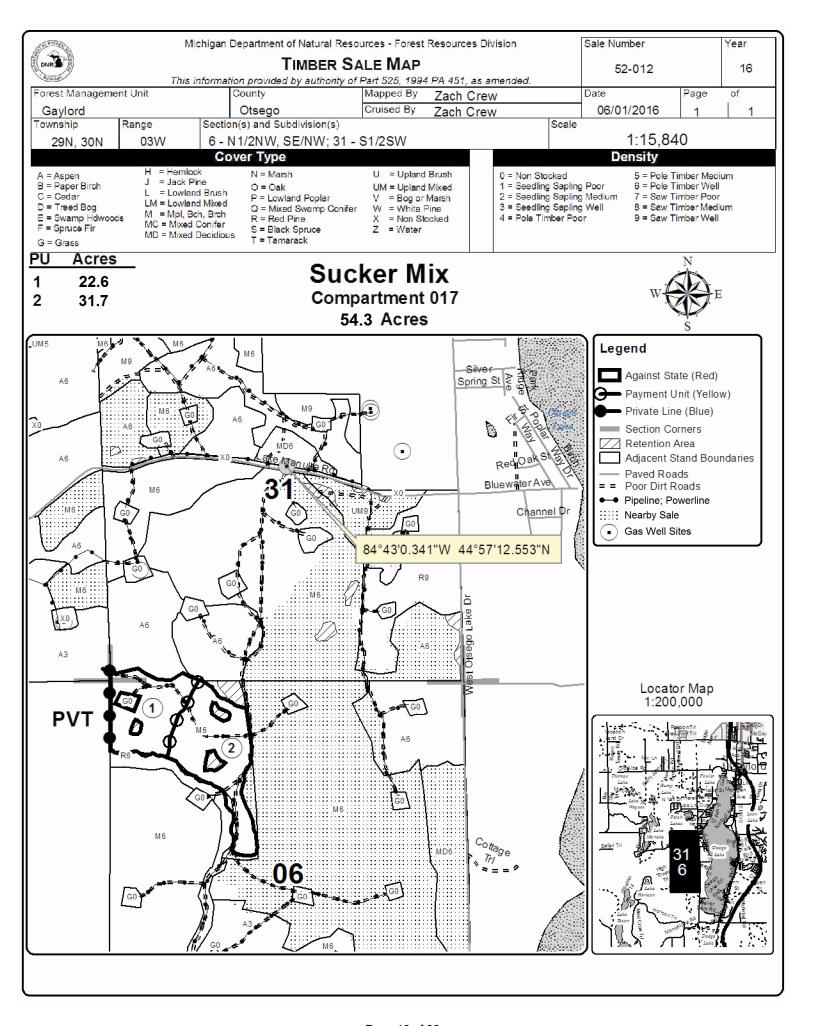
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on Lake Manuka 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 7/5/2017 1:12:28PM



#### TIMBER SALE INFORMATION

#### Caramel Clown Mix (52-019-16)

Otsego County (Advertised Price \$14,796.60)

SALE NOTE: Good quality red oak throughout sale. Access will probably be from the gas wells to the west of the sale. If access is obtained off of West Otsego Lake Drive, that is a class "A" road.

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*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	9.90	MBF	\$	45.00 / MBF
Beech	1.90	MBF	\$	34.00 / MBF
Red Maple	6.60	MBF	\$	134.00 / MBF
Red Oak	42.70	MBF	\$	164.00 / MBF
Pulpwood				
B. T. Aspen	37.00	Cords	\$	14.10 / Cord
Beech	127.00	Cords	\$	16.25 / Cord
Paper Birch	2.00	Cords	\$	14.90 / Cord
Red Maple	125.00	Cords	\$	16.25 / Cord
Red Oak	97.00	Cords	\$	17.40 / Cord
Sugar Maple	4.00	Cords	\$	16.25 / Cord

<sup>\*</sup> 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 \$1,480.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 04/15/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	9.9	MBF	21.1	\$14,796.60
	Beech		1.9	MBF		
	Red Maple		6.6	MBF		
	Red Oak		42.7	MBF		
	B. T. Aspen	Pulpwood	37.0	Cords		
	Beech		127.0	Cords		
	Paper Birch		2.0	Cords		
	Red Maple		125.0	Cords		
	Red Oak		97.0	Cords		
	Sugar Maple		4.0	Cords		
		TOTAL:	61.1	MBF		
		TOTAL:	392.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Caramel Clown Mix Sale Number: 52-019-16 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by red paint and West Otsego Lake Road. Exterior sale boundary lines against private property are defined by West Otsego Lake Road. Exterior sale boundary lines against state are marked with red paint. Retention areas are marked with TIMBER TEAL X paint. These areas are not to be entered by equipment nor are any trees to be removed from these areas. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH except hemlock, white pine, yellow birch, and trees marked with TEAL paint above and below breast height.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

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

#### 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.

#### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

#### 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.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (12/14)

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.

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

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

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

#### 5.1.6 - Utility R.O.W. (1/15)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations.

#### 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 (2/04)

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 1, 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.

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

Timber harvesting in any Payment Unit must be completed before significant 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.

#### 5.2.29 - 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 (1/09)

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

#### 5.4.2 - Skid trails (2/04)

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

#### 5.4.4 - Slope protection (5/15)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion.

#### 5.8 - Protection of Endangered Species

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

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

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

#### 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 Lake Manuka 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.

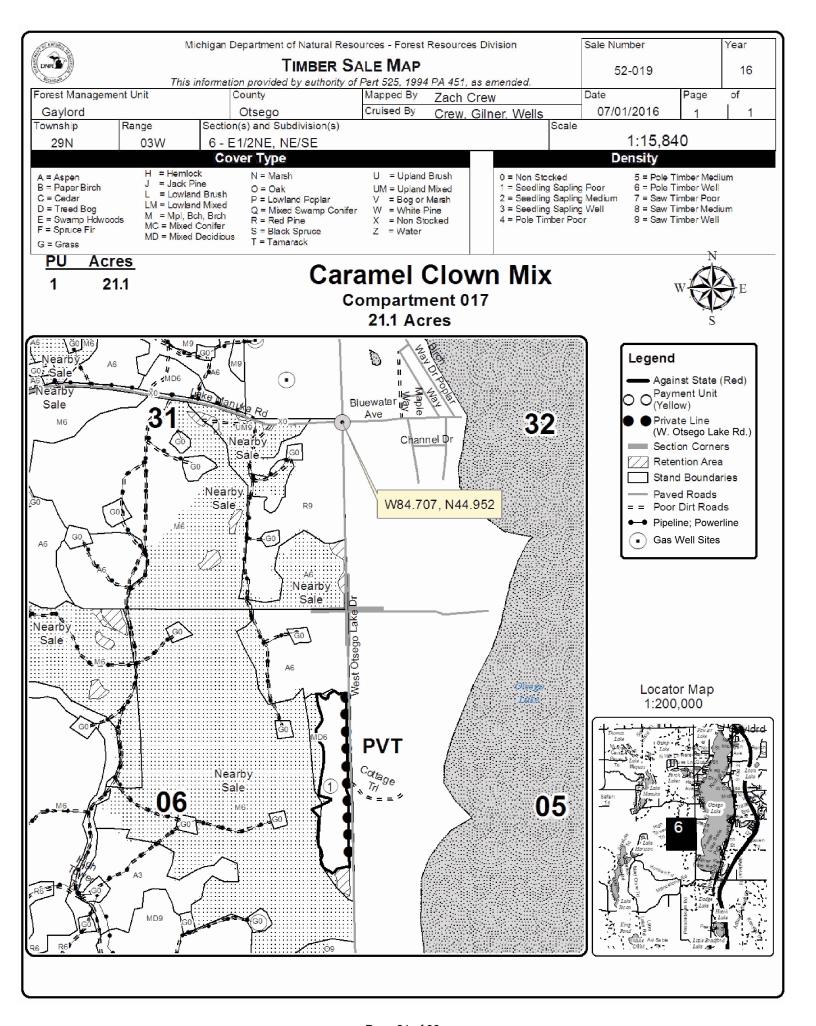
#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

Section Name: Sale Specific Current as of 7/5/2017 2:16:05PM



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#### TIMBER SALE INFORMATION

#### **BUSTED BOAT OAK (52-020-16)**

Otsego County (Advertised Price \$55,727.05)

SALE NOTE: Whole tree skidding required during snow off conditions. Well stocked understory of 1-4" DBH saplings.

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:

ESTIMATED UNITS*		<u>ADV</u>	ADVERTISED PRICE		
362.10	MBF	\$	126.00 / MBF		
177.00	Cords	\$	12.50 / Cord		
21.00	Cords	\$	10.85 / Cord		
130.00	Cords	\$	12.50 / Cord		
444.00	Cords	\$	13.40 / Cord		
7.00	Cords	\$	12.50 / Cord		
	362.10 177.00 21.00 130.00 444.00	362.10 MBF 177.00 Cords 21.00 Cords 130.00 Cords 444.00 Cords	362.10 MBF \$ 177.00 Cords \$ 21.00 Cords \$ 130.00 Cords \$ 444.00 Cords \$		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.14 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$2,786.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	126.9	MBF	25.8	\$19,530.75
	Beech	Pulpwood	62.0	Cords		
	Beech	Sawtimber	1.1	MBF		
	Beech	Pulpwood	60.0	Cords		
	Mixed Aspen		7.0	Cords		
	B. T. Aspen	Sawtimber	1.2	MBF		
	B. T. Aspen	Pulpwood	5.0	Cords		
	Red Maple		46.0	Cords		
	Red Maple	Sawtimber	2.8	MBF		
	Red Maple	Pulpwood	40.0	Cords		
	Red Oak		156.0	Cords		
	Sugar Maple		2.0	Cords		
2	Red Oak	Sawtimber	146.2	MBF	29.7	\$22,492.45
	Beech	Pulpwood	71.0	Cords		
	Beech	Sawtimber	1.2	MBF		
	Beech	Pulpwood	69.0	Cords		
	Mixed Aspen		9.0	Cords		
	B. T. Aspen	Sawtimber	1.4	MBF		
	B. T. Aspen	Pulpwood	6.0	Cords		
	Red Maple		52.0	Cords		
	Red Maple	Sawtimber	3.2	MBF		
	Red Maple	Pulpwood	46.0	Cords		
	Red Oak		179.0	Cords		
	Sugar Maple		3.0	Cords		
3	Red Oak	Sawtimber	89.0	MBF	18.1	\$13,691.3
	Beech	Pulpwood	43.0	Cords		
	Beech	Sawtimber	0.7	MBF		
	Beech	Pulpwood	42.0	Cords		
	Mixed Aspen		5.0	Cords		
	B. T. Aspen	Sawtimber	0.8	MBF		
	B. T. Aspen	Pulpwood	3.0	Cords		
	Red Maple		32.0	Cords		
	Red Maple	Sawtimber	1.9	MBF		
	Red Maple	Pulpwood	28.0	Cords		
	Red Oak		109.0	Cords		
	I tou out			I 👝 .		
	Sugar Maple		2.0	Cords		
		TOTAL:	362.1	MBF		

#### Sale Specific Conditions & Requirements

Sale Name: BUSTED BOAT OAK Sale Number: 52-020-16 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by 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, 2, and 3, cut all trees that are two (2) inches or more at DBH except for trees marked with green paint.

#### 2.2 - Utilization

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

Tree length skidding during snow off conditions is required.

#### 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 2% 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. 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 (12/14)

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. 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 (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 3 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 36 inches in height.

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2, and 3, unless changed by written agreement, cutting and skidding are limited to snow off conditions. This restriction is to help with scarification of soil.

#### 5.2.3.4 - Oak wilt restriction (6/10)

Within Payment Unit(s) 1, 2, and 3, 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.

#### 5.2.4 - 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. 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.

#### 5.2.29 - 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

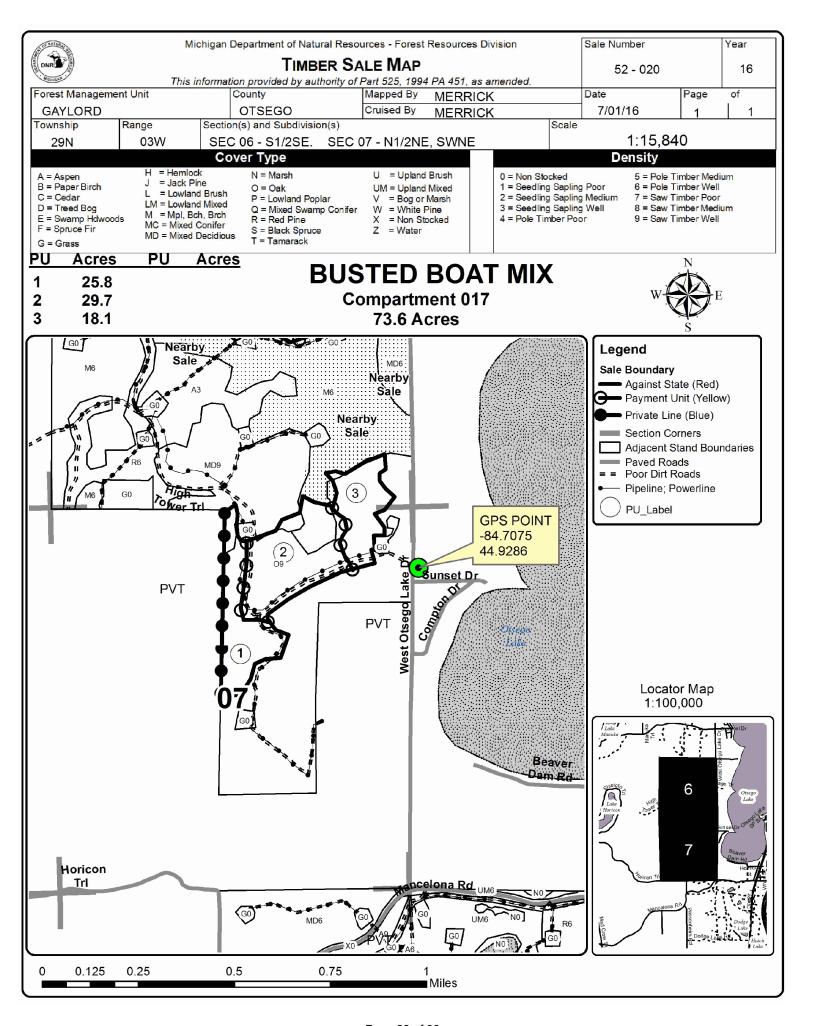
#### 5.4.1 - Rutting restriction, general (1/09)

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

#### 5.4.2 - Skid trails (2/04)

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

Section Name: Sale Specific Current as of 7/5/2017 10:18:31AM



#### BID

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

#### Sucker Mix (52-012-16) ; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 27, 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	<u>ESTIMATED \</u>	VOLUME*	<u>AI</u>	OVERTISED PRICE	<u>E</u>	BID PRICE
	American Elm	0.50	MBF	\$	35.00/MBF	\$	
	Beech	14.40	MBF	\$	36.00/MBF	\$	
	Mixed Aspen	5.00	MBF	\$	49.00/MBF	\$	
	Paper Birch	0.50	MBF	\$	35.00/MBF	\$	
	Red Maple	8.40	MBF	\$	145.00/MBF	\$	
	Red Oak	5.20	MBF	\$	177.00/MBF	\$	
	Sugar Maple	2.90	MBF	\$	249.00/MBF	\$	
	White Pine	2.50	MBF	\$	64.00/MBF	\$	
	Pulpwood						
	Beech	150.00	Cords	\$	17.50/Cord	\$	
	Mixed Aspen	245.00	Cords	\$	15.20/Cord	\$	
	Mixed Hardwood	177.00	Cords	\$	17.50/Cord	\$	
	Paper Birch	8.00	Cords	\$	16.05/Cord	\$	
	Red Oak	56.00	Cords	\$	18.75/Cord	\$	
	White Pine	10.00	Cords	\$	30.70/Cord	\$	
- 1							

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.95 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 SOC	CIAL SECURITY NUMBER:		
	Company or indivi	dual bidding:				
	Company represe	ntative's name:				
	Address:				<u></u>	
	City:		State:	Zip:		
F AVAILA	ABLE, PLEASE PLA	ACE THE PERSOI	NALIZED LAB	BEL FROM YOUR PROSPECT	US IN THE ABOVE BOX.	
ndividual	or company repres	entative's signatur	e:		Date:	
Phone nu	mber :			_ 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.

1. My business is organized as (you **must** check one of the boxes below):

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories:

	A.  Sole Proprietorship (individual)		
	B. Partnership		
	C. Corporation		
	C. Corporation		
2.	. You <b>must</b> check <u>one</u> of the boxes below:		
	<ul> <li>A.          I certify my business is a sole proprietorship and i Worker's Compensation Laws.     </li> </ul>	vees but the sole proprietor. I am not subject to the	
		copy of the Noti	Compensation Act through the use of an approved Notice of ice of Exclusion within 21 days of the contract award. (For ompensation Bureau at 517-322-1195).
	<ul> <li>C.          I certify my business has a Worker's Compensation         one (21) days of the contract award.     </li> </ul>	on Policy. I will	provide an original Certificate of Insurance within twenty-
3.	. If you have checked item 2(A) or 2(B), you <b>must</b> than yourself, including family members and active		number of <b>both</b> full-time and part-time employees, other one, you must enter "0").
	Full-time Employees		Part-time Employees
Nan	ame of Business	Federa	al ID (or) Social Security No.
Add	ddress	Teleph	none
		(	)
City	ty State	ZIP	
	hereby certify that the above information is true and c factors affecting my coverage during any of my preso		e to notify the Michigan DNR of any changes that occur operations.
_	Signature of Owner or Authorized Representative		
٦	Title		Date

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

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

EEDEDAI ID:

#### BID

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

## BUSTED BOAT OAK (52-020-16)

; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 27, 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	<u>ESTIMATED</u>	VOLUME*	<u>AD'</u>	ADVERTISED PRICE		RICE
Red Oak	362.10	MBF	\$	126.00/MBF	\$	
Pulpwood						
Beech	177.00	Cords	\$	12.50/Cord	\$	
Mixed Aspen	21.00	Cords	\$	10.85/Cord	\$	
Red Maple	130.00	Cords	\$	12.50/Cord	\$	
Red Oak	444.00	Cords	\$	13.40/Cord	\$	
Sugar Maple	7.00	Cords	\$	12.50/Cord	\$	

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.14 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.

		0,0000,0	L OLOGICITI NOMBLIC		
	Company or individual bidding:			<u></u>	
	Company representative's name:_				
	Address:			<u></u>	
	City:	_ State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PERS	ONALIZED LABEL	FROM YOUR PROSPEC	TUS IN THE ABOVE BOX.	
Individual	l or company representative's signat	ure:		Date:	
Phone nu	ımber :	ı	Fmail (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 Part 5 of Act 451 of 1994, as amended

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							
•	<ul> <li>This verification must be completed and submitted within 21 da sale contract.</li> </ul>	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 <u>one</u> of the boxed.</li> <li>Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>	es 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 empty Worker's Compensation Laws.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker' Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the N questions or a copy of the BWC-337, please call the Worker's</li> <li>C. ☐ I certify my business has a Worker's Compensation Policy. I vone (21) days of the contract award.</li> </ul>	s Compensation Act through the use of an approved Notice of Notice of Exclusion within 21 days of the contract award. (For Compensation Bureau at 517-322-1195).							
3.	<ol> <li>If you have checked item 2(A) or 2(B), you must indicate th than yourself, including family members and active partners (i</li> <li>Full-time Employees</li> </ol>								
Nam	lame of Business Fed	deral ID (or) Social Security No.							
	(	ephone )							
City	City State ZIF								
	hereby certify that the above information is true and correct. I ag								

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

Date

#### **BID**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

## Caramel Clown Mix (52-019-16)

; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 27, 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 PF	RICE
Sawtimber						
B. T. Aspen	9.90	MBF	\$	45.00/MBF	\$	
Beech	1.90	MBF	\$	34.00/MBF	\$	
Red Maple	6.60	MBF	\$	134.00/MBF	\$	
Red Oak	42.70	MBF	\$	164.00/MBF	\$	
Pulpwood						
B. T. Aspen	37.00	Cords	\$	14.10/Cord	\$	
Beech	127.00	Cords	\$	16.25/Cord	\$	
Paper Birch	2.00	Cords	\$	14.90/Cord	\$	
Red Maple	125.00	Cords	\$	16.25/Cord	\$	
Red Oak	97.00	Cords	\$	17.40/Cord	\$	
Sugar Maple	4.00	Cords	\$	16.25/Cord	\$	

<sup>\*</sup>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 SECU	JRITY NUMBER:				
	Company or individual bidding:						
	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	ividual or company representative's signature: Date:						
Phone nu	ımber :	Email (d	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.	<ol> <li>My business is organized as (you must check one of the boxes</li> <li>A.  Sole Proprietorship (individual)</li> <li>B.  Partnership</li> <li>Corporation</li> </ol>	below):			
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  <ul> <li>I certify my business is a sole proprietorship and it has no emplo Worker's Compensation Laws.</li> </ul> </li> <li>B.  <ul> <li>I certify my business has satisfied its o bligation to the Worker's C Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Not questions or a copy of the BWC-337, please call the Worker's C</li> </ul> </li> </ul>	Compensation Act through the use of an approved Notice of tice of Exclusion within 21 days of the contract award. (For			
	C.   I certify my business has a Worker's Compensation Policy. I will one (21) days of the contract award.	provide an original Certificate of Insurance within twenty-			
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the than yourself, including family members and active partners (if reference to the family members and active partners). Full-time Employees				
Nan	Name of Business Feder	al ID (or) Social Security No.			
Add	Address Telepi (	hone )			
City	City State ZIP				
in f	I hereby certify that the above information is true and correct. I agre in factors affecting my coverage during any of my present and future  Signature of Owner or Authorized Representative				
7	Title	Date			

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

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

FEDERAL ID:

#### BID

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

#### Parking Lot Remix (52-001-17) ; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 27, 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	ESTIMATED \	<u> ADVERTISI</u>		VERTISED PRICE	ISED PRICE BID	
Sawtimber						
B. T. Aspen	1.00	MBF	\$	38.00/MBF	\$	
Red Pine	27.30	MBF	\$	111.00/MBF	\$	
White Pine	0.90	MBF	\$	50.00/MBF	\$	
Pulpwood						
B. T. Aspen	11.00	Cords	\$	11.95/Cord	\$	
Red Pine	101.00	Cords	\$	36.10/Cord	\$	
Scotch Pine	9.00	Cords	\$	5.50/Cord	\$	
White Pine	19.00	Cords	\$	24.15/Cord	\$	

\*The volumes are statistically estimated within plus (+) or minus (-) 34.45 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.

	Company or individual bidding:_				
	Company representative's name	<u> </u>			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE THE PER	SONALIZED LABE	EL FROM YOUR PROSPE	CTUS IN THE ABOVE BOX.	_
Individua	I or company representative's sign	ature:		Date:	
Phone nu	umber :		Email (optional):		

or 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

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.

•	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.		
•			
PΙε	lease Check Appropriate Categories:		
1.	My business is organized as (you <b>must</b> check <u>one</u> of the A. □ Sole Proprietorship (individual)     B. □ Partnership     C. □ Corporation	the boxes below):	
2.	. You <b>must</b> check <u>one</u> of the boxes below:		
	<ul> <li>A.          I certify my business is a sole proprietorship and it has Worker's Compensation Laws.     </li> </ul>	s no employees but the sole proprietor. I am not subject to the	
		Worker's Compensation Act through the use of an approved Notice of y of the Notice of Exclusion within 21 days of the contract award. (For Worker's Compensation Bureau at 517-322-1195).	
	C.   I certify my business has a Worker's Compensation Peone (21) days of the contract award.	olicy. I will provide an original Certificate of Insurance within twenty-	
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 ethan yourself, including family members and active partners (if none, you must enter "0").			
	Full-time Employees	Part-time Employees	
Name of Business		Federal ID (or) Social Security No.	
Address		Telephone ( )	
City		ZIP	
in f	nereby certify that the above information is true and correfactors affecting my coverage during any of my present a Signature of Owner or Authorized Representative	ect. I agree to notify the Michigan DNR of any changes that occur and future operations.	
_			
	Title	Date	

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

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