

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5736**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on November 3, 2016. 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:

NUMBER 4 RED PINE (52-004-16) / T31N, R05W, SEC. 18, NE4/SW4 & SE4/SW4. T31N, R05W, SEC. 18, NW4/SE4 & SW4/SE4.

Antrim County, Advertised Price \$27,783.30, 40.0 Acres, Hardwood, Red Pine.

SALE NOTE: Access into the sale may be somewhat difficult. The existing road from Big Marsh Road has many bad spots and mud holes that may require some road work to allow for hauling. Access can also be obtained from forest roads to the east of the sale and eventually to Jordan River Road, but the conditions of these forest roads is unknown at this time. There is also a shallow culvert at the beginning of the access road from Big Marsh Road, which could potentially cause some issues if severe rutting occurs there or if the culvert gets crushed.

The sale volumes on proposal were calculated from 1/3 of the total volume, to account for the third row thinning. Generally the rows in PU#1 are in a north-south direction and in PU#2 are in an east-west direction. There are some hardwood pockets and scattered areas within the sale. The rows are not marked. It will be up to the producer to follow the rows and maintain the third row spacing, but it shouldn't be too difficult.

#### C 17 BEECH SALVAGE (52-013-16)

Otsego County, Advertised Price \$44,899.90, 222.5 Acres, Hardwood.

SALE NOTE: Beech salvage.

HAWK BAIT RED PINE (52-014-15) / T30N, R03W, SEC. 19, NW1/4.
T30N, R04W, SEC. 24, NE/NE, SE/NE.
Otsego County, Advertised Price \$86,579.95, 115.0 Acres, Hardwood, Red Pine.

BROKEN WING AGD (52-022-15) / T31N, R05W, SEC. 18, S1/2SE.

T31N, R05W, SEC. 19, NE1/4, E1/2SE, NWSE.

T31N, R05W, SEC. 20, S1/2NW, SWNE, SWSW, NWSW.

Antrim County, Advertised Price \$77,696.20, 243.0 Acres, Hardwood, Sugar Maple.

SALE NOTE: The best and most likely haul route will be west toward Marsh Road.

#### 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 November 3, 2016. 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

#### NUMBER 4 RED PINE (52-004-16)

T31N, R05W, SEC. 18.

Antrim County (Advertised Price \$27,783.30)

SALE NOTE: Access into the sale may be somewhat difficult. The existing road from Big Marsh Road has many bad spots and mud holes that may require some road work to allow for hauling. Access can also be obtained from forest roads to the east of the sale and eventually to Jordan River Road, but the conditions of these forest roads is unknown at this time. There is also a shallow culvert at the beginning of the access road from Big Marsh Road, which could potentially cause some issues if severe rutting occurs there or if the culvert gets crushed.

The sale volumes on proposal were calculated from 1/3 of the total volume, to account for the third row thinning. Generally the rows in PU#1 are in a north-south direction and in PU#2 are in an east-west direction. There are some hardwood pockets and scattered areas within the sale. The rows are not marked. It will be up to the producer to follow the rows and maintain the third row spacing, but it shouldn't be too difficult.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. Bids must be at or above the following advertised price for each species:

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE		
Sawtimber					
Red Pine	29.50 MBF	\$	179.00 / MBF		
Pulpwood					
Red Pine	392.00 Cords	\$	56.65 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$296.00:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		ADVERTISED PRICE		
Sawtimber					
Mixed Hardwood	0.60 MBF	\$	72.00 / MBF		
Pulpwood					
Mixed Hardwood	16.00 Cords	\$	15.80 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.15 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$2,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 04/15/2019.

#### Sale Specific Conditions & Requirements

Sale Name: NUMBER 4 RED PINE Sale Number: 52-004-16 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every third row. Begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence. Generally the rows in Payment Unit 1 run in a north-south direction, and in Payment Unit 2 run in a east-west direction. Some small pockets of hardwoods will need to be cut through to maintain the integrity of the rows.

In open areas with scattered trees, do not harvest more than 1/3 of the red pine. Utilize a leave two, take one system, and focus on harvesting the poorer quality trees and providing space between residual trees in these areas.

#### 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 6 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting operations in the future.

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

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

#### 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. There will be only one division per Payment Unit.

#### 4 - Transportation

#### 41 - 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.

#### 4.1.5 - Culverts (5/14)

If the culvert at the beginning of the access road off of Big Marsh Road becomes damaged, it will need to be replaced with new, corrugated metal or plastic gauge culvert. The size of culvert will be according to bankfull width as specified in the BMP manual. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual and permit. Stream crossing permits, if needed, will be obtained by the DNR.

#### 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. Berms must also be placed at all junctions. 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.

#### 4.1.8 - Road work (1) (8/07)

The access road may need to be improved, such as smoothing, filling, and/or creating diversion ditches, to allow for hauling. The access road must be returned to original or better condition upon completion of the sale, and must also be maintained during harvesting and hauling operations to allow for public access.

#### 4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins.

#### 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 access roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary, to restore access road to original or better condition. 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 discuss landing, road locations, and other details. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.8 - 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 Unit Manager or his/her representative.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 & 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 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 apple, hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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

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

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

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

#### 5.4 - 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 (3/13)

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 1 to August 15. 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.

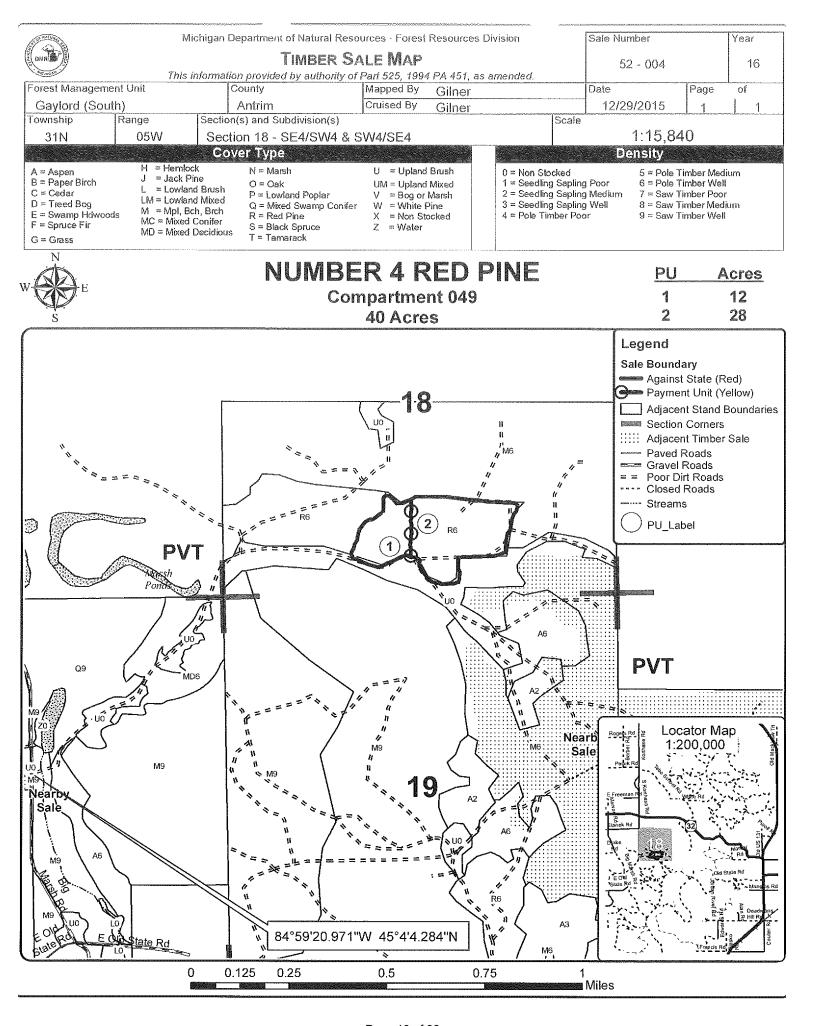
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on the access 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 6/3/2016 8:05:01AM



#### TIMBER SALE INFORMATION

#### C 17 BEECH SALVAGE (52-013-16)

Otsego County (Advertised Price \$44,899.90)

SALE NOTE: Beech salvage.

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 (	<u>&amp; SPECIES</u>	ESTIMATED UNITS*		<u>ADVE</u>	ADVERTISED PRICE		
Sawtimber							
Beech		249.30	MBF	\$	74.00 / MBF		
Pulpwood							
Beech		1,529.00	Cords	\$	17.30 / Cord		

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 20.14 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 \$2,245.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2019.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Beech	Sawtimber	61.5	MBF	54.9	\$11,073.10
	Beech	Pulpwood	377.0	Cords		
2	Beech	Sawtimber	46.4	MBF	41.4	\$8,346.80
	Beech	Pulpwood	284.0	Cords		
3	Beech	Sawtimber	53.8	MBF	48.0	\$9,690.20
	Beech	Pulpwood	330.0	Cords		
4	Beech	Sawtimber	87.6	MBF	78.2	\$15,789.80
	Beech	Pulpwood	538.0	Cords		
		TOTAL:	249.3	MBF		
		TOTAL:	1,529.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: C 17 BEECH SALVAGE Sale Number: 52-013-16 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2.1.4 - Species designation unit(s) (12/08)

Within Payment Unit(s) 1, 2, 3, and 4, all beech trees are designated for cutting regardless of merchantability. Exception: Do not cut beech marked with green paint.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured.

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. 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.

#### 5 - Operations

#### 5.1 - Notification

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash or tree tops may exceed 30" inches in height.

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1, 2, 3, and 4, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

Within Payment Unit(s) 1, 2, 3, and 4, 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.

#### 5.2.3.9 - Beech hauling restriction (3/11)

American beech wood products with bark still attached, other than chips, are not to be transported from stands infested with beech scale to or through uninfested beech areas from July 15 to November 15. Beech scale is mobile at this time of year and can move from infested wood to live beech. (See Map of current beech scale distribution on the DNR Forest Health Website, www.michigan.gov/dnr.)

#### 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)

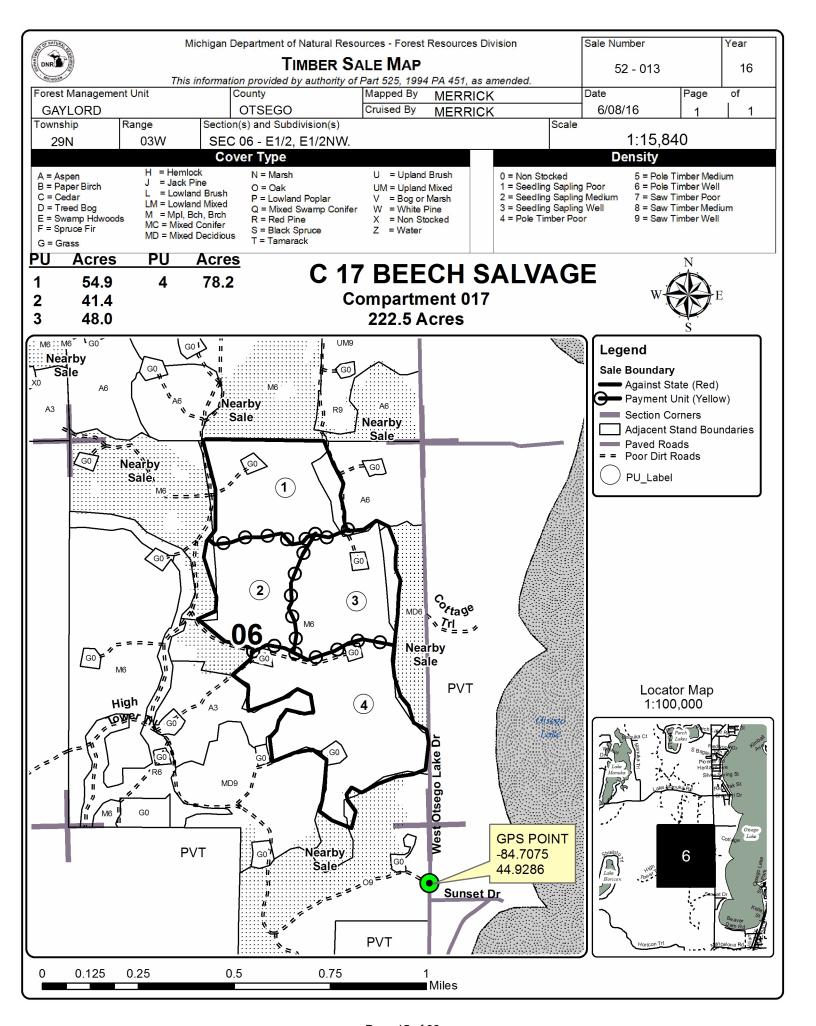
Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the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

#### 5.8 - 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.

Section Name: Sale Specific Current as of 9/15/2016 9:04:42AM



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#### TIMBER SALE INFORMATION

HAWK BAIT RED PINE (52-014-15)
T30N, R03W, SEC. 19; T30N, R04W, SEC. 24.

Otsego County (Advertised Price \$86,579.95)

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	ESTIMATED UNITS*	ADVERTISED PRICE
Sawtimber		
Red Pine	284.00 MBF	\$ 197.00 / MBF
Pulpwood		
Red Pine	552.00 Cords	\$ 55.10 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$216.75:

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADVERTISED PRICE		
Pulpwood				
Red Maple	15.00 Cords	\$	14.45 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.85 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$4,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2019.

#### Sale Specific Conditions & Requirements

Sale Name: HAWK BAIT RED PINE Sale Number: 52-014-15 Seq#: 3

#### 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 unless marked with orange paint. Yellow painted trees designating an interior Payment Unit boundary are only to be cut if also marked with orange, and when all surrounding Payment Units have been paid.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, & 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.2 - Utilization

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

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

#### 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. 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. No damage is acceptable to unmarked 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. In addition, care should be taken to avoid damage to tree seedlings and saplings when possible, especially oak. Do not leave damaged saplings in a "spring-pole" condition.

#### 3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red "X" boundary line which buffers a Goshawk nest in the southwest corner of the sale area. The Purchaser shall not enter the special protection areas with equipment. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$1,000 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.3 - Operating schedule (12/08)

Unless changed by written agreement, only 2 Payment Unit(s) may be operated at any one time. All contractual requirements on a Payment Unit shall be completed and accepted by the Unit Manager or his/her representative prior to the opening of an additional Payment Unit.

#### 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. 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations, and to discuss other sale specific details. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

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 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.2 - Slash Removal

#### 5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 10 feet from the cleared right-of-way of forest roads.

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

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

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (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) 3 and inside the 10 chain radius of the Goshawk nest, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 03/01 to 08/15. This restriction is because there is no management activity allowed within a 10 chain radius of an active Goshawk nest.

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

Within Payment Unit(s) 1, 2, 3, & 4, unless changed by written agreement, cutting and skidding are not permitted during the period of April 1st to July 1st. This restriction is because of bark slippage.

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

Within Payment Unit(s) 1, 2, 3, & 4, 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.

#### 5.2.3.6 - 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.

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

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

#### 5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Old Alba Rd without permission of the Unit Manager or his/her representative.

#### 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 which is 12 inches or greater in depth and 50 feet in length. In addition, operations are to cease immediately if equipment and weather conditions result in rutting on 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.

#### 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond area, as assigned by N0 on the map outside the sale area to the south. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Within 100 feet of the pond, equipment should only be used when the soil is in a dry or frozen condition. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

#### 5.8 - Protection of Endangered Species

#### 5.8.3 - Red shoulder hawk or goshawk (3/13)

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 1 to August 15. 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. An active Goshawk nest is located adjacent to the southwestern corner of the sale area. The 5 chain buffer has been established with a red "X" paint boundary. There are orange painted trees within this boundary, but these are not included timber, nor included in the advertised volumes.

#### 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.

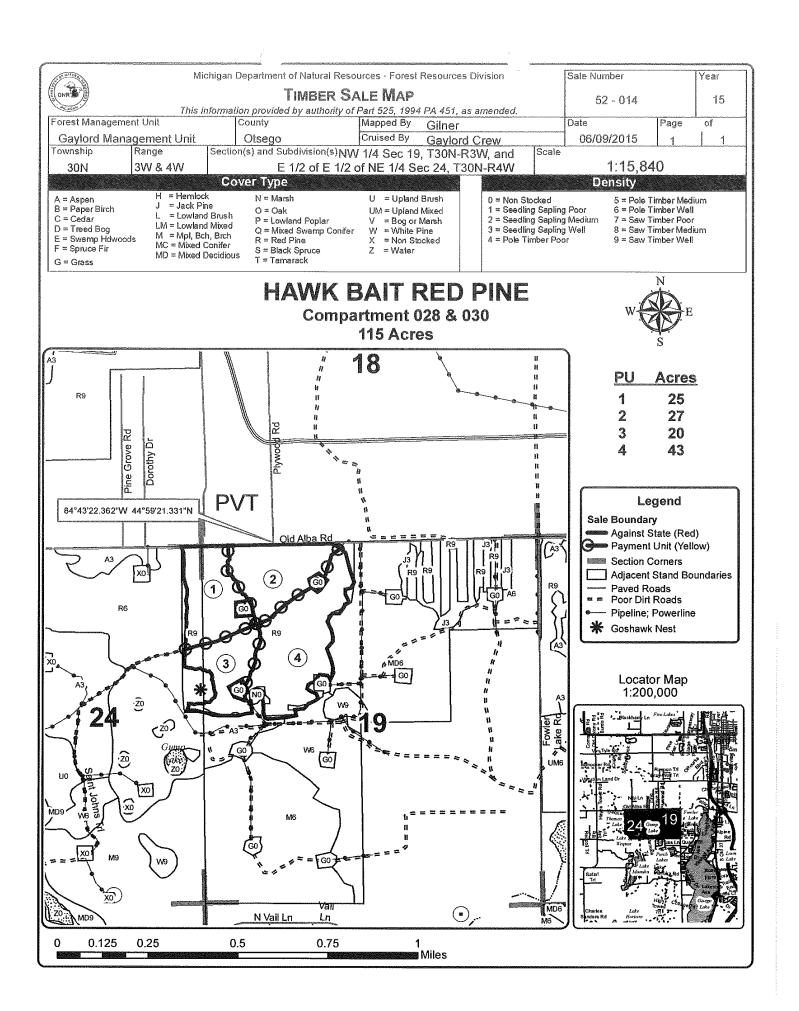
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on St. Johns Trail and Old Alba 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, but the DNR may also provide the signs if available.

Section Name: Sale Specific Current as of 4/27/2016 7:30:36AM



#### TIMBER SALE INFORMATION

#### **BROKEN WING AGD (52-022-15)**

T31N, R05W, SEC. 18; T31N, R05W, SEC. 19; T31N, R05W, SEC. 20.
Antrim County (Advertised Price \$77,696.20)

SALE NOTE: The best and most likely haul route will be west toward Marsh 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	ESTIMATED UNITS*		<u>ADV</u>	ADVERTISED PRICE		
Sawtimber						
Basswood	186.80	MBF	\$	52.00 / MBF		
Beech	117.60	MBF	\$	26.00 / MBF		
Red Maple	67.20	MBF	\$	144.00 / MBF		
Sugar Maple	116.00	MBF	\$	296.00 / MBF		
Pulpwood						
Basswood	344.00	Cords	\$	4.60 / Cord		
Beech	329.00	Cords	\$	4.55 / Cord		
Mixed Hardwood	1,142.00	Cords	\$	11.60 / Cord		
White Ash	299.00	Cords	\$	4.35 / Cord		

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,285.00:

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADVERTISED PRI		
Sawtimber Mixed Aspen	39.60 MBF	\$	71.00 / MBF	
Pulpwood		,		
Mixed Aspen	36.00 Cords	\$	13.15 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.42 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 \$5,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2019.

#### Sale Specific Conditions & Requirements

Sale Name: BROKEN WING AGD Sale Number: 52-022-15 Seq#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint and have a double slash (//). 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

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

Within Payment Unit(s) 1, 2, and 3, all trees are designated for cutting when marked with ORANGE paint above and below stump height, regardless of merchantability. All beech and ash are designated for cutting. Do not cut trees marked with pink paint. In addition, regeneration gaps in these units are identified by a green painted boundary. All trees 6' (feet) and taller must be cut within the identified regeneration gap. The paint on these trees is facing inward to identify the area.

Within Payment Unit(s) 4 and 5, all trees are designated for cutting when marked with GREEN paint. All beech and ash are designated for cutting. Do not cut trees marked with pink paint. Ignore the yellow and orange paint in these units.

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

Note that mixed hardwood contains maple, birch, cherry and ironwood.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

#### 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.6 - 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.

#### 5 - Operations

#### 5.1 - Notification

#### 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

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

Within Payment Unit(s) 1, 2, 3, 4, and 5, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 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.

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

Jordan Valley Rd is a county road that is used as a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail.

#### 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

#### 5.8.5 - 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

#### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Jordan Valley Rd prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate locations on haul route to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. Signage will not be needed if road/snowmobile is not used as a haul route. It is recommended that that the haul route head west using Marsh Rd.

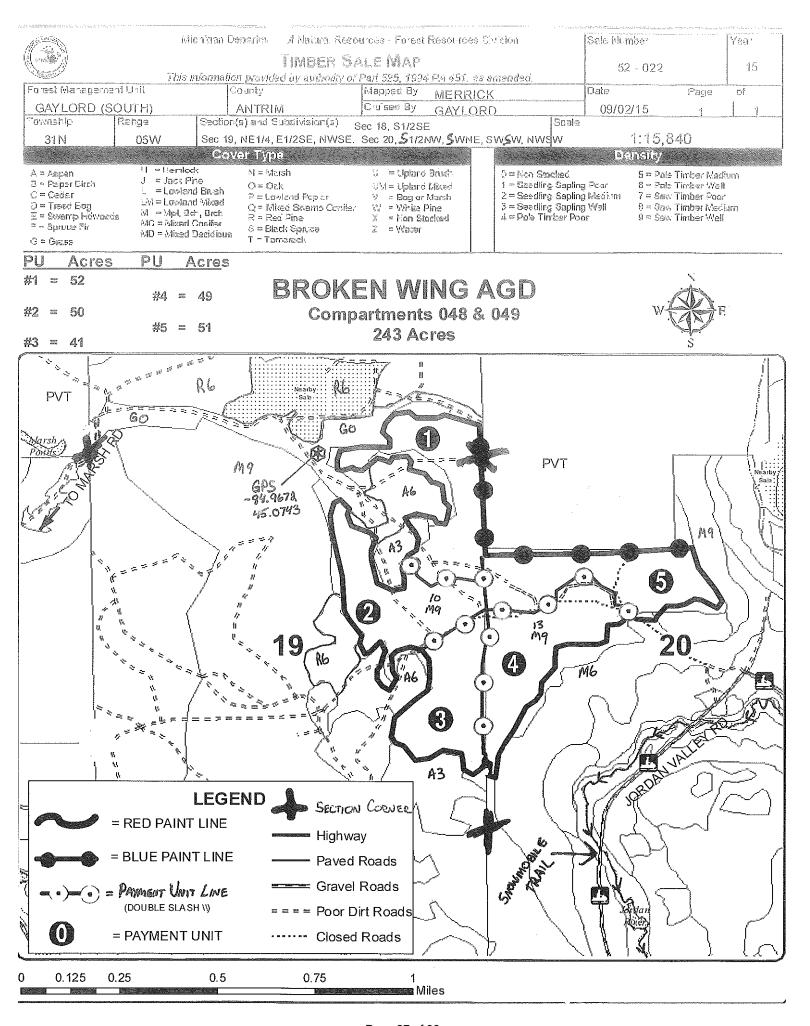
#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.6 - Forest health extension (6/13)

This sale contains trees infected with EAB and BBD. It is considered at high risk for mortality and/or loss of timber value. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The forest health extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

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EEDEDVI ID:

#### **BID**

**GAYLORD MANAGEMENT UNIT GAYLORD OFFICE** 

#### **BROKEN WING AGD (52-022-15)**

T31N, R05W, SEC. 18; T31N, R05W, SEC. 19; T31N, R05W, SEC. 20; Antrim

In response to the notice of sale to be held 3:00 p.m. (local time) on November 3, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED \	/OLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE
	186.80	MDE	•	E2 00 (MDE	ф
Basswood	100.00	IVIDE	\$	52.00/MBF	<b>Ф</b>
Beech	117.60	MBF	\$	26.00/MBF	\$
Red Maple	67.20	MBF	\$	144.00/MBF	\$
Sugar Maple	116.00	MBF	\$	296.00/MBF	\$
Pulpwood					
Basswood	344.00	Cords	\$	4.60/Cord	\$
Beech	329.00	Cords	\$	4.55/Cord	\$
Mixed Hardwood	1,142.00	Cords	\$	11.60/Cord	\$
White Ash	299.00	Cords	\$	4.35/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$3,285.00:

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLUME*		ADVERTISED P	
Mixed Aspen	39.60	MBF	\$	71.00/MBF
Pulpwood Mixed Aspen	36.00	Cords	\$	13.15/Cord

\*The volumes are statistically estimated within plus (+) or minus (-) 12.42 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SEC	URITY NUMBER:		
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILA	AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
ndividual	dividual or company representative's signature: Date:				
Phone nu	one number : Email (optional):				

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



## Michigan Department of Natural Resources Forest Resources Division

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

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

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

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. G. 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>	it has no employ	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).
	C.   I certify my business has a Worker's Compensation one (21) days of the contract award.	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)

#### BID

# GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

#### HAWK BAIT RED PINE (52-014-15)

T30N, R03W, SEC. 19; T30N, R04W, SEC. 24; Otsego COUNTY

In response to the notice of sale to be offer) for the following forest products t non-responsive bid forms may be reject	to be cut. Bids for individual sp		•	• • • • • • • • • • • • • • • • • • • •
PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLUME*	<u>AD\</u>	/ERTISED PRICE	BID PRICE
Red Pine	284.00 MBF	\$	197.00/MBF	\$
Pulpwood	550.00		FF 40 (0 )	
Red Pine	552.00 Cords	\$	55.10/Cord	\$
In addition, the successful bidder agree	es to purchase the following sp	ecies at th	e indicated advertise	ed price for a total value of \$216.75:
PRODUCTS & SPECIES Pulpwood	ESTIMATED VOLUME*	<u>AD\</u>	/ERTISED PRICE	
Red Maple	15.00 Cords	\$	14.45/Cord	
to adjustment. Prospective bidders are I understand that any or all bids may b rejected. I also understand that conside the contract based upon equipment an	e rejected. All bids must be sigeration and awarding a contraction	ned and a t will be ba	II bid items must be	bid or the bid form may be
FEDERAL ID:	or SOCIAL SEC	CURITY NU		
FEDERAL ID:	or SOCIAL SEC	CURITY NU		
FEDERAL ID: Company or individual biddi Company representative's r	or SOCIAL SEC	CURITY NU		
FEDERAL ID:Company or individual biddi Company representative's n	or SOCIAL SEC	CURITY NU		
FEDERAL ID:Company or individual biddi Company representative's r Address: City: IF AVAILABLE, PLEASE PLACE THE	or SOCIAL SECONDS:	Zip:	PROSPECTUS IN T	HE ABOVE BOX.
FEDERAL ID:Company or individual biddi Company representative's r Address:City:	or SOCIAL SECONG: or SOCIAL SECONG: state: State: State: PERSONALIZED LABEL FROSIGNATURE:	Zip:	PROSPECTUS IN T	HE ABOVE BOX.  Date:

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				
•	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

# NUMBER 4 RED PINE (52-004-16) T31N, R05W, SEC. 18; Antrim COUNTY

offer) for t	se to the notice of sale to be he following forest products insive bid forms may be reje	to be cut. Bids					id (firm
PRODUC Sawtimbe	TS & SPECIES	ESTIMATED	VOLUME*	<u>AD\</u>	/ERTISED PRICE	BID PRICE	
Red F		29.50	MBF	\$	179.00/MBF	\$	
Pulpwood		200.00	0	•	50.0570	•	
Red F		392.00		\$	56.65/Cord	\$	
In additior	n, the successful bidder agre	es to purchase	the following	species at th	e indicated adverti	ised price for a total value	of \$296.00 :
PRODUC Sawtimbe	TS & SPECIES	ESTIMATED	VOLUME*	AD\	/ERTISED PRICE	: :	
	i d Hardwood	0.60	MBF	\$	72.00/MBF		
Pulpwood	d Hardwood	16.00	Cords	<b>c</b>	15.80/Cord		
	า คลเฉพออฉ mes are statistically estimate			\$			
I understa rejected. I	nent. Prospective bidders ar nd that any or all bids may be also understand that consider t based upon equipment ar	pe rejected. All leration and awa	bids must be arding a cont	signed and a	III bid items must b	be bid or the bid form may l	oe
	FEDERAL ID:		or SOCIAL S	SECURITY N	JMBER:		
	Company or individual bidd	ing:				_	
	Company representative's i	name:					
	Address:						
	City:						
IF AVAILA	ABLE, PLEASE PLACE THE	PERSONALIZI	ED LABEL FI	ROM YOUR I	PROSPECTUS IN	THE ABOVE BOX.	
Individual	or company representative's	s signature:				Date:	
Phone nui	mber :		Em	nail (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.

•	<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exclus twenty-one (21) days of the contract award and prior to the issuance</li> </ul>				
•	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 <u>one</u> of the boxes A.</li></ol>	below):			
2.	<ol> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employ Worker's Compensation Laws.</li> <li>B.  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 Noti questions or a copy of the BWC-337, please call the Worker's Co.</li> </ol>	ompensation Act through the use of an approved Notice of ce of Exclusion within 21 days of the contract award. (For			
	C.   I certify my business has a Worker's Compensation Policy. I will pone (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 nathan yourself, including family members and active partners (if not partners). Full-time Employees				
Nan	Name of Business Federa	II ID (or) Social Security No.			
Add	Address Teleph	one )			
City	City State ZIP				
n f	I hereby certify that the above information is true and correct. I agree 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)

#### **BID**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

#### C 17 BEECH SALVAGE (52-013-16)

; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on November 3, 2016, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE
Beech	249.30 MBF	\$	74.00/MBF	\$
Pulpwood				
Beech	1,529.00 Cords	\$	17.30/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 20.14 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.

	FEDERAL ID:	or SOCIAL	SECURITY NUMBER	R:		
	Company or individual bi	dding:		<u></u>		
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAILA	ABLE, PLEASE PLACE TI	HE PERSONALIZED LABEL I	FROM YOUR PROSE	PECTUS IN THE ABOVE BOX.		
Individual	or company representativ	e's signature:		Date:		
Phone nu	mber:	E	mail (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**

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 amended		<i>a</i>	
VE	ERIFICATION OF WORKER'S DISABILITY COM	IPENSATIO	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> check <u>o</u> A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation	one of the b	ooxes below):	
2.	<ul> <li>You must check one of the boxes below:</li> <li>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>I. Certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>I. Certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-</li> </ul>			
3.	one (21) days of the contract award.  If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").			
	Full-time Employees	•	Part-time Employees	
Name of Business			Federal ID (or) Social Security No.	
Addı	dress		Telephone ( )	
City	State		ZIP	
	ereby certify that the above information is true and factors affecting my coverage during any of my pre		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