

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #6194**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on May 9, 2018. LOCATION: GLADWIN MGMT UNIT, 801 N SILVERLEAF, GLADWIN, MI 48624.

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

# Black Bear Aspen (73-014-17)

Gladwin County, Advertised Price \$115,050.25, 169.6 Acres, Aspen, Hardwood.

SALE NOTE: Access is off of Sterling Truck Trail. All payment units have a dry/frozen specification. The sale has a contract length of three years to end on a quarter. The MCCCT Trail runs along Sterling Truck Trail. Do not damage ORV marker posts in Payment Units 2-6.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

# Two Jakes Aspen (73-017-17)

Gladwin County, Advertised Price \$61,896.65, 151.3 Acres, Aspen, Hardwood.

SALE NOTE: Sale access is off of Sterling Truck Trail. The sale has a dry/frozen specification on all payment units. The sale is a three year contract to end on a quarter. The MCCCT Trail runs along Sterling Truck Trail. Do not damage ORV marker posts in Payment Units 3 & 4. Crane mats or something similar may need to be utilized to cross a power line easement in order to access Payment Unit 5.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

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

Bids must be received by the Unit Manager, GLADWIN OFFICE, 801 N SILVERLEAF, GLADWIN, MI 48624, no later than 10:00 a.m. (local time) on May 9, 2018. For further information concerning this sale, contact PATRICK MOHNEY at 989-426-9205 extension 7640.

#### 2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

#### 3. Preparation of Sealed Bids (5/16)

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

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

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

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

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

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

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

# 6. Award of Contract (1/11)

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

# 7. Down Payment (1/11)

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

# 8. Performance Security (1/11)

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

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

#### 9. Timber Sale Contract (11/17)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 1 year. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

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

#### 10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

# 11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

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

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

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

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

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

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

#### Black Bear Aspen (73-014-17)

Gladwin County (Advertised Price \$115,050.25)

SALE NOTE: Access is off of Sterling Truck Trail. All payment units have a dry/frozen specification. The sale has a contract length of three years to end on a quarter. The MCCCT Trail runs along Sterling Truck Trail. Do not damage ORV marker posts in Payment Units 2-6.

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>		<u>ADV</u>	ERTISED PRICE
Sawtimber				
BI/R/Hybrid Oak	7.60	MBF	\$	149.00 / MBF
Mixed Aspen	199.30	MBF	\$	68.00 / MBF
Red Maple	8.80	MBF	\$	46.00 / MBF
Red Pine	8.50	MBF	\$	135.00 / MBF
Pulpwood				
BI/R/Hybrid Oak	167.00	Cords	\$	11.10 / Cord
Mixed Aspen	3,309.00	Cords	\$	24.65 / Cord
Mixed Hardwood	30.00	Cords	\$	12.65 / Cord
Paper Birch	43.00	Cords	\$	10.15 / Cord
Red Maple	977.00	Cords	\$	12.65 / Cord
Red Pine	63.00	Cords	\$	35.20 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 9.37 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 \$5,753.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

-, -,	
PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	22.8%
02	4.1%
03	4.0%
04	28.3%
05	40.0%
06	0.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	41.1	MBF	40.6	\$26,229.25
	B. T. Aspen		27.6	MBF		
	Quaking Aspen		13.5	MBF		
	Red Maple		2.7	MBF		
	Mixed Aspen	Pulpwood	800.0	Cords		
	B. T. Aspen		451.0	Cords		
	Quaking Aspen		349.0	Cords		
	Paper Birch		6.0	Cords		
	Paper Birch	Sawtimber	0.9	MBF		
	Paper Birch	Pulpwood	4.0	Cords		
	Red Maple		279.0	Cords		
2	Mixed Aspen	Sawtimber	0.8	MBF	2.1	\$4,701.30
	B. T. Aspen		0.8	MBF		
	Red Pine		8.5	MBF		
	Mixed Aspen	Pulpwood	52.0	Cords		
	B. T. Aspen		52.0	Cords		
	Red Pine		63.0	Cords		
3	BI/R/Hybrid Oak	Sawtimber	0.7	MBF	5.9	\$4,642.00
	Mixed Aspen		9.8	MBF		
	B. T. Aspen		0.2	MBF		
	Quaking Aspen		9.6	MBF		
	Red Maple		0.4	MBF		
	BI/R/Hybrid Oak	Pulpwood	17.0	Cords		
	Mixed Aspen		139.0	Cords		
	B. T. Aspen		12.0	Cords		
	Quaking Aspen		127.0	Cords		
	Mixed Hardwood		4.0	Cords		
	American Elm		3.0	Cords		
	Black Cherry		1.0	Cords		
	Paper Birch		1.0	Cords		
	Paper Birch		1.0	Cords		
	Red Maple		14.0	Cords		
4	BI/R/Hybrid Oak	Sawtimber	5.0	MBF	41.5	\$32,516.70
	Mixed Aspen		69.4	MBF		
	B. T. Aspen		1.6	MBF		
	Quaking Aspen		67.8	MBF		
	Red Maple		2.9	MBF		
	BI/R/Hybrid Oak	Pulpwood	121.0	Cords		
	Mixed Aspen		973.0	Cords		
	B. T. Aspen		83.0	Cords		
	Quaking Aspen		890.0	Cords		
	Mixed Hardwood		23.0	Cords		
	American Elm		18.0	Cords		
	Black Cherry		5.0	Cords		
	Paper Birch		6.0	Cords		
	Paper Birch		6.0	Cords		
	Red Maple		98.0	Cords		
5	BI/R/Hybrid Oak	Sawtimber	1.9	MBF	77.1	\$46,096.25
	Mixed Aspen		77.1	MBF		
	B. T. Aspen		6.0	MBF		
	Quaking Aspen		71.1	MBF		
	BI/R/Hybrid Oak	Pulpwood	29.0	Cords		
	Mixed Aspen		1,342.0	Cords		
	B. T. Aspen		136.0	Cords		
	Quaking Aspen		1,206.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Paper Birch	Sawtimber	1.1	MBF		
	Paper Birch	Pulpwood	20.0	Cords		
	Red Maple		549.0	Cords		
6	Mixed Aspen	Sawtimber	1.1	MBF	2.4	\$864.75
	Quaking Aspen		1.1	MBF		
	Red Maple		2.8	MBF		
	Mixed Aspen	Pulpwood	3.0	Cords		
	Quaking Aspen		3.0	Cords		
	Mixed Hardwood		3.0	Cords		
	American Elm		3.0	Cords		
	Paper Birch		8.0	Cords		
	Paper Birch		8.0	Cords		
	Red Maple		37.0	Cords		
		TOTAL:	224.2	MBF		
		TOTAL:	4,589.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Black Bear Aspen Sale Number: 73-014-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 6, cut all trees that are two (2) inches or more at DBH, except white pine, northern white cedar, and trees that have been marked with green paint above and below stump height. In addition, within Payment Unit 1, do not cut any conifers.

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

Cut and remove all standing dead trees within 100 feet of the cleared portion of Sterling Truck Trail. These trees may be utilized or must be scattered back into the sale area.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 6 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

# 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 the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

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

# 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

Piles or windrows of earth along roads and landings that have been widened or constructed shall be leveled. Slash from road maintenance or construction, including stumps, shall be dispersed throughout the sale.

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

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

#### 4.2 - Maintenance

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

The following road maintenance may be needed: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

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

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

#### 4.4 - Access

# 4.4.3 - Access gate (12/08)

The access gate must be locked at all times. This is to prevent someone other than the Purchaser from going through the gate and being locked in.

# 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning a Payment Unit to determine landing locations.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

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

To facilitate reforestation, the sale area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

# 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (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

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

Within Payment Unit(s) 1 - 6, unless approved by the Unit Manager or his/her representative, cutting and skidding are limited to the period of 7/15 to 09/30 and 1/1 to 3/15. This restriction is because of seasonal wet soil conditions.

#### 5.2.4 - Dead and Down Creation

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

To encourage grouse and other wildlife, in Payment Unit(s) 1, 3, 4, and 6, leave one, 8" to 10" diameter tree on the ground for every acre. These trees should be felled and left in place with the top intact. These leave trees should be scattered throughout the payment unit, but don't need to be evenly distributed. The stumps for these trees should be left at 24" in height.

# 5.2.37 - No decking areas (12/08)

No decking is allowed within maintained openings which are labeled with a G0 on the Timber Sale Map.

# 5.2.39 - ORV trail/route protection (12/12)

The Sterling Truck Trail is an ORV trail and is shown on the Timber Sale Map. Do not damage fiberglass ORV markers within Payment Units 2-6. Trees with orange ORV markers shall be cut off above the markers and at least 5 feet above ground. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Skidding across the trail or route may only occur in locations approved by the sale administrator.

#### 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.

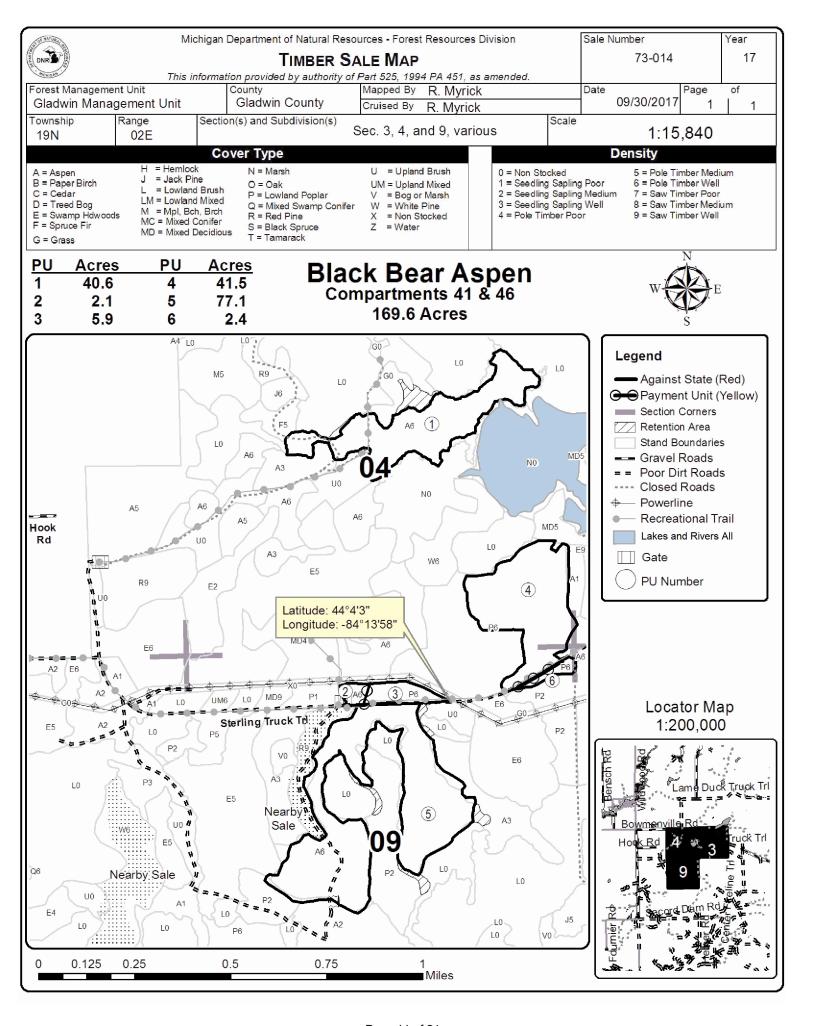
# 6 - Safety and Fire Prevention

#### 6.2 - Signing

# 6.2.1 - Road posting (9/09)

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

Section Name: Sale Specific Current as of 4/10/2018 11:44:27AM



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#### TIMBER SALE INFORMATION

#### Two Jakes Aspen (73-017-17)

Gladwin County (Advertised Price \$61,896.65)

SALE NOTE: Sale access is off of Sterling Truck Trail. The sale has a dry/frozen specification on all payment units. The sale is a three year contract to end on a quarter. The MCCCT Trail runs along Sterling Truck Trail. Do not damage ORV marker posts in Payment Units 3 & 4. Crane mats or something similar may need to be utilized to cross a power line easement in order to access Payment Unit 5

A recreation site such as a trail, pathway, or campground is within the sale area or the vicinity. Certain restrictions/specifications may be applicable including time restrictions.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADV	ERTISED PRICE
Sawtimber				
Mixed Aspen	49.40	MBF	\$	68.00 / MBF
Red Maple	28.50	MBF	\$	46.00 / MBF
White Pine	4.40	MBF	\$	88.00 / MBF
Pulpwood				
BI/R/Hybrid Oak	247.00	Cords	\$	11.10 / Cord
Black Cherry	11.00	Cords	\$	12.65 / Cord
Mixed Aspen	1,850.00	Cords	\$	24.65 / Cord
Paper Birch	85.00	Cords	\$	10.15 / Cord
Red Maple	523.00	Cords	\$	12.65 / Cord
Red Pine	4.00	Cords	\$	35.20 / Cord
Tamarack	11.00	Cords	\$	22.20 / Cord
White Pine	23.00	Cords	\$	21.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.19 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$3,095.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
  - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	8.4%
02	23.8%
03	5.9%
04	19.5%
05	5.0%
06	34.5%
07	2.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	17.7	MBF	29.1	\$5,195.90
	White Pine		3.9	MBF		
	Mixed Aspen	Pulpwood	46.0	Cords		
	Quaking Aspen		46.0	Cords		
	Paper Birch		22.0	Cords		
	Paper Birch	Sawtimber	0.5	MBF		
	Paper Birch	Pulpwood	21.0	Cords		
	Red Maple		146.0	Cords		
	Red Pine		4.0	Cords		
	Tamarack		11.0	Cords		
	Tamarack	Sawtimber	0.5	MBF		
	Tamarack	Pulpwood	10.0	Cords		
	White Pine		21.0	Cords		
2	Mixed Aspen	Sawtimber	10.5	MBF	19.8	\$14,758.00
	B. T. Aspen		5.1	MBF		
	Quaking Aspen		5.4	MBF		
	BI/R/Hybrid Oak	Pulpwood	4.0	Cords		
	BI/R/Hybrid Oak		4.0	Cords		
	Mixed Aspen		544.0	Cords		
	B. T. Aspen		258.0	Cords		
	Quaking Aspen		286.0	Cords		
	Paper Birch		17.0	Cords		
	Paper Birch		17.0	Cords		
	Red Maple		33.0	Cords		
3	White Pine	Sawtimber	0.5	MBF	8.6	\$3,626.90
	BI/R/Hybrid Oak	Pulpwood	3.0	Cords		, ,
	BI/R/Hybrid Oak	'	3.0	Cords		
	Mixed Aspen		132.0	Cords		
	Quaking Aspen		132.0	Cords		
	Red Maple		20.0	Cords		
	White Pine		2.0	Cords		
4	Mixed Aspen	Sawtimber	20.3	MBF	25.0	\$12,088.70
	B. T. Aspen		9.5	MBF		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
	Quaking Aspen		10.8	MBF		
	Red Maple		5.2	MBF		
	BI/R/Hybrid Oak	Pulpwood	50.0	Cords		
	BI/R/Hybrid Oak	Sawtimber	1.8	MBF		
	BI/R/Hybrid Oak	Pulpwood	46.0	Cords		
	Mixed Aspen		315.0	Cords		
	B. T. Aspen		77.0	Cords		
	Quaking Aspen		238.0	Cords		
	Paper Birch		46.0	Cords		
	Paper Birch	Sawtimber	0.9	MBF		
	Paper Birch	Pulpwood	44.0	Cords		
	Red Maple	,	133.0	Cords		
5	Mixed Aspen	Sawtimber	1.7	MBF	7.9	\$3,107.95
-	B. T. Aspen		0.4	MBF		+5,.500
	Quaking Aspen		1.3	MBF		
	Red Maple		0.7	MBF		
	BI/R/Hybrid Oak	Pulpwood	25.0	Cords		
	BI/R/Hybrid Oak	Sawtimber	0.3	MBF		
	BI/R/Hybrid Oak	Pulpwood	24.0	Cords		
		, a.pwood		1	l	
	-		1 Ո	I Cords		
	Black Cherry		1.0 96.0	Cords Cords		
	-		1.0 96.0 29. <i>0</i>	Cords Cords Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Red Maple	Pulpwood	24.0	Cords		
6	Mixed Aspen	Sawtimber	11.4	MBF	54.2	\$21,351.25
	B. T. Aspen		2.4	MBF		
	Quaking Aspen		9.0	MBF		
	Red Maple		4.9	MBF		
	BI/R/Hybrid Oak	Pulpwood	166.0	Cords		
	BI/R/Hybrid Oak	Sawtimber	1.8	MBF		
	BI/R/Hybrid Oak	Pulpwood	162.0	Cords		
	Black Cherry		10.0	Cords		
	Mixed Aspen		660.0	Cords		
	B. T. Aspen		201.0	Cords		
	Quaking Aspen		459.0	Cords		
	Red Maple		167.0	Cords		
7	Mixed Aspen	Sawtimber	5.5	MBF	6.7	\$1,779.05
	B. T. Aspen		2.0	MBF		
	Quaking Aspen		3.5	MBF		
	Mixed Aspen	Pulpwood	57.0	Cords		
	B. T. Aspen		25.0	Cords		
	Quaking Aspen		32.0	Cords		
		TOTAL:	82.3	MBF		
		TOTAL:	2,755.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Two Jakes Aspen Sale Number: 73-017-17 Seq#: 2

#### 1 - Sale Area

#### 12 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 6, cut all trees that are two (2) inches or more at DBH, with the following exceptions:

Within Payment Unit 1, do not cut any oak.

Within Payment Units 2 and 3, do not cut any trees marked with green paint above and below stump height.

Within Payment Unit 4, do not cut any conifers or trees marked with green paint above and below stump height.

Within Payment Units 5 and 6, do not cut any paper birch, conifers, or trees marked with green paint above and below stump height.

#### 2.1.4 - Designated timber unit(s) (6/17)

Within Payment Unit(s) 7, all aspen trees that are two (2) inches or more at DBH are designated for cutting, regardless of merchantability.

#### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall be cut as low to the ground as possible. Unless approved by the Unit Manager or his/her representative stump heights shall not exceed 6 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH.

# 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 the sale area, if more than 25% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$300 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable undesignated trees. Within the sale area, if more than 5% of undesignated 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, chipped, utilized or otherwise removed from the sale.

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

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

#### 4.2 - Maintenance

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

The following road maintenance is required: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

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

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

#### 4.4 - Access

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

The access gate must be locked at all times. This is to prevent someone other than the Purchaser from going through the gate and being locked in.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning a Payment Unit to determine landing locations.

# 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. Contact Daryl Poprave with ITC at (989) 671-0616, Ext. 227, or (989) 430-7002.

#### 5.2 - Conduct of Operations

# 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

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

Within Payment Unit(s) 1 - 7, unless approved by the Unit Manager or his/her representative, cutting and skidding are limited to the period of 7/15 to 9/30 and 1/1 to 3/15. This restriction is because of seasonal wet soil conditions.

#### 5.2.4 - Dead and Down Creation

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

To encourage grouse and other wildlife, in Payment Unit(s) 2, 3, 4, 6, and 7, leave one, 8" to 10" diameter tree on the ground per acre. These trees should be felled and left in place with the top intact. These leave trees should be scattered throughout the payment unit, but don't need to be evenly distributed. The stumps for these trees should be left at 24" in height.

#### 5.2.17 - Crane Mats/Timber Mats (9/17)

Approximately 200 feet of Crane Mats/Timber Mats or something similar may need to be used on skid trails to access Payment Unit 5 from the north and cross a utility easement at the location shown on the Timber Sale Map. If available,

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

#### 5.2.39 - ORV trail/route protection (12/12)

The Sterling Truck Trail is an ORV trail and is shown on the Timber Sale Map. Do not damage fiberglass ORV markers within Payment Units 3 and 4. Trees with orange ORV markers shall be cut off above the markers and at least 5 feet above ground. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Skidding across the trail or route may only occur in locations approved by the sale administrator.

#### 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.

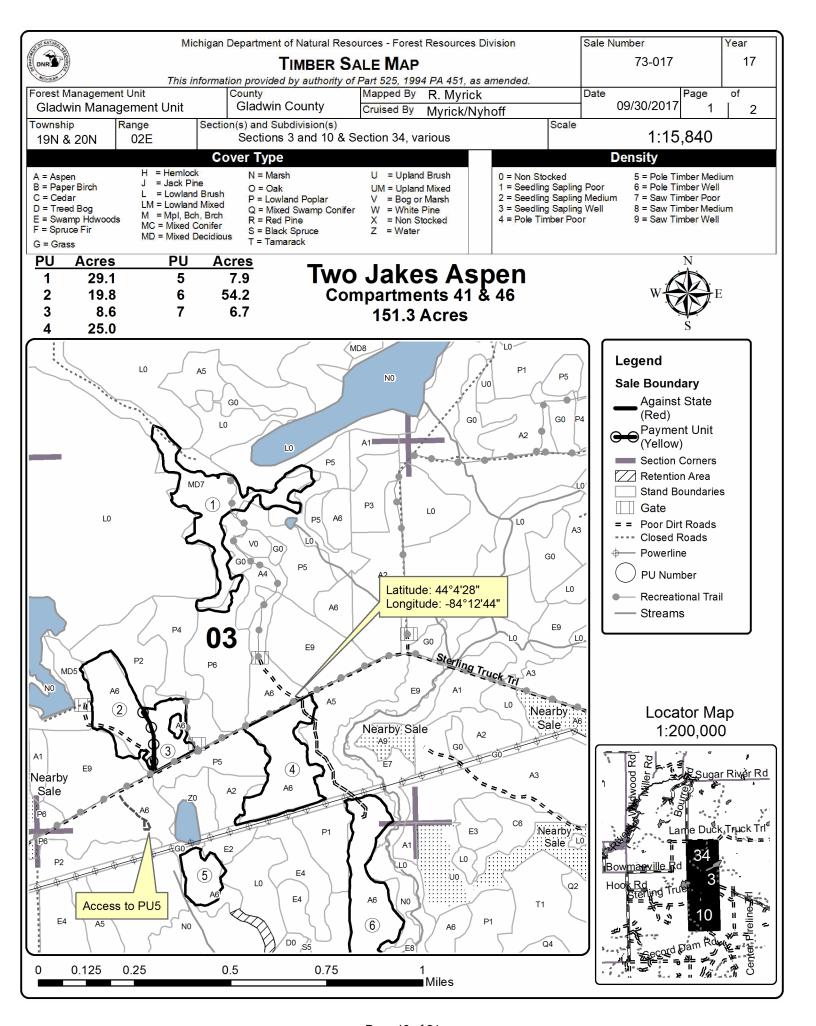
#### 6 - Safety and Fire Prevention

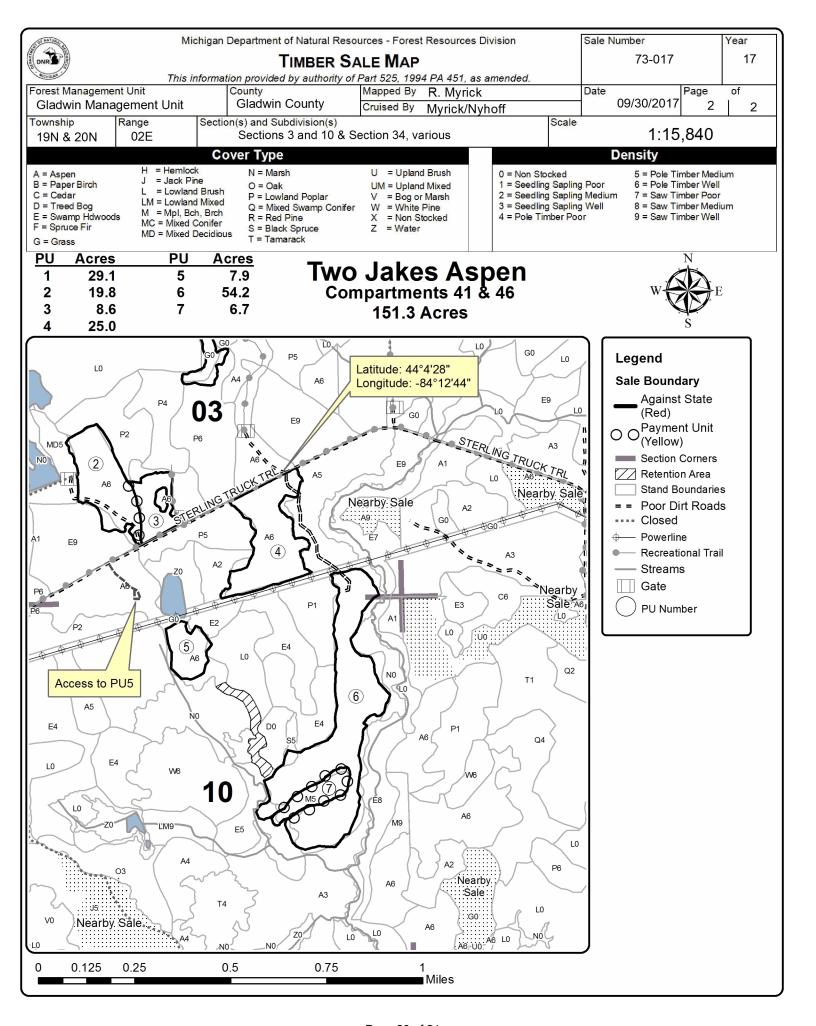
# 6.2 - Signing

# 6.2.1 - Road posting (9/09)

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

Section Name: Sale Specific Current as of 4/10/2018 1:38:58PM





TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

GLADWIN MANAGEMENT UNIT GLADWIN OFFICE

# Black Bear Aspen (73-014-17) ; Gladwin COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on May 9, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Bl/R/Hybrid Oak	7.60	MBF	\$	149.00/MBF	\$
Mixed Aspen	199.30	MBF	\$	68.00/MBF	\$
Red Maple	8.80	MBF	\$	46.00/MBF	\$
Red Pine	8.50	MBF	\$	135.00/MBF	\$
Pulpwood					
Bl/R/Hybrid Oak	167.00	Cords	\$	11.10/Cord	\$
Mixed Aspen	3,309.00	Cords	\$	24.65/Cord	\$
Mixed Hardwood	30.00	Cords	\$	12.65/Cord	\$
Paper Birch	43.00	Cords	\$	10.15/Cord	\$
Red Maple	977.00	Cords	\$	12.65/Cord	\$
Red Pine	63.00	Cords	\$	35.20/Cord	\$

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	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	HE ABOVE BOX.
Individual	l or company representative's signatur	re:		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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 9.37 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.



#### 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.				
PΙε	Please Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A. ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").</li> </ul>				
	Full-time Employees	Part-time Employees			
Name of Business		Federal ID (or) Social Security No.			
Address		Telephone ( )			
City	State ZI	Р			
in f	hereby certify that the above information is true and correct. I an factors affecting my coverage during any of my present and fut.  Signature of Owner or Authorized Representative				
	Title	Date			

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

GLADWIN MANAGEMENT UNIT GLADWIN OFFICE

# Two Jakes Aspen (73-017-17) ; Gladwin COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on May 9, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

	PRODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	AD\	/ERTISED PRICE	<b>BID PRICE/UNIT</b>
-	Sawtimber					
-	Mixed Aspen	49.40	MBF	\$	68.00/MBF	\$
-	Red Maple	28.50	MBF	\$	46.00/MBF	\$
	White Pine	4.40	MBF	\$	88.00/MBF	\$
-	Pulpwood					
	Bl/R/Hybrid Oak	247.00	Cords	\$	11.10/Cord	\$
	Black Cherry	11.00	Cords	\$	12.65/Cord	\$
	Mixed Aspen	1,850.00	Cords	\$	24.65/Cord	\$
	Paper Birch	85.00	Cords	\$	10.15/Cord	\$
	Red Maple	523.00	Cords	\$	12.65/Cord	\$
	Red Pine	4.00	Cords	\$	35.20/Cord	\$
	Tamarack	11.00	Cords	\$	22.20/Cord	\$
	White Pine	23.00	Cords	\$	21.40/Cord	\$
- 1						

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 11.19 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	CURITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
ndividual or company representative's signature: Date:				
Phone number : Email (optional):				

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



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

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

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

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

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

 This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	Please Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  Certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  Certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  Certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>				
	than yourself, including family members and active partners.  Full-time Employees	e the number of <b>both</b> full-time and part-time employees, other ers (if none, you must enter "0").  Part-time Employees			
Name of Business		Federal ID (or) Social Security No.			
Address		Telephone ( )			
City	ty State	ZIP			
in f	nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and  Signature of Owner or Authorized Representative	I agree to notify the Michigan DNR of any changes that occur future operations.			
Ī	Title	Date			

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

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