

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6189**

SCHEDULED SALE DATE AND TIME: 4:00 p.m. (local time) on May 14, 2018. LOCATION: KALKASKA FIELD OFFICE, 2089 N BIRCH ST, KALKASKA, MI 49646.

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

#### Haunted Oak (61-103-18)

Kalkaska County, Advertised Price \$4,246.40, 46.5 Acres, Aspen, Hardwood.

SALE NOTE: Please note that the volume of dead oak on this sale is greater than the volume of live wood. To encourage prompt harvesting, the contract is set to expire on 4/14/2018.

#### Air Borne Oak (61-115-18)

Kalkaska County, Advertised Price \$73,518.70, 321.3 Acres, Hardwood, Red Pine.

#### Wild Wasp Red Pine (61-140-17)

Kalkaska County, Advertised Price \$3,556.85, 37.2 Acres, Jack Pine, Red Pine.

SALE NOTE: Producer has the option to chip this sale or cut the un-merchantable tops into 3 foot sections and scatter them throughout the sale.

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

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

Bids must be received by the Unit Manager, KALKASKA OFFICE, 2089 N BIRCH ST, KALKASKA, MI 49646, no later than 4:00 p.m. (local time) on May 14, 2018. For further information concerning this sale, contact David Lemmien at 231-922-5280 extension 6840.

#### 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

#### Haunted Oak (61-103-18)

Kalkaska County (Advertised Price \$4,246.40)

SALE NOTE: Please note that the volume of dead oak on this sale is greater than the volume of live wood. To encourage prompt harvesting, the contract is set to expire on 4/14/2018.

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:

<b>ESTIMATE</b>	ED UNITS*	ADV	ERTISED PRICE
6.90	MBF	\$	60.00 / MBF
125.00	Cords	\$	11.60 / Cord
4.00	Cords	\$	10.35 / Cord
280.00	Cords	\$	3.50 / Cord
51.00	Cords	\$	13.80 / Cord
10.00	Cords	\$	12.80 / Cord
27.00	Cords	\$	19.60 / Cord
	6.90 125.00 4.00 280.00 51.00 10.00	125.00 Cords 4.00 Cords 280.00 Cords 51.00 Cords 10.00 Cords	6.90 MBF \$ 125.00 Cords \$ 4.00 Cords \$ 280.00 Cords \$ 51.00 Cords \$ 10.00 Cords \$

<sup>\*</sup> The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$212.00 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 75.4%

02 24.6%

- 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.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	BI/R/Hybrid Oak	Sawtimber	2.1	MBF	34.3	\$3,199.90
	Bl/R/Hybrid Oak	Pulpwood	75.0	Cords		
	Jack Pine		4.0	Cords		
	Misc. Species 2		229.0	Cords		
	Misc. Species 2		229.0	Cords		
	Mixed Aspen		51.0	Cords		
	B. T. Aspen		42.0	Cords		
	Quaking Aspen		9.0	Cords		
	Norway Spruce		10.0	Cords		
	Scotch Pine		27.0	Cords		
2	BI/R/Hybrid Oak	Sawtimber	4.8	MBF	12.2	\$1,046.50
	BI/R/Hybrid Oak	Pulpwood	50.0	Cords		
	Misc. Species 2		51.0	Cords		
	Misc. Species 2	Sawtimber	0.9	MBF		
	Misc. Species 2	Pulpwood	49.0	Cords		
		TOTAL:	6.9	MBF		
		TOTAL:	497.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Haunted Oak Sale Number: 61-103-18 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, all oak, dead oak, aspen, jack pine, scotch pine and norway spruce trees are designated for cutting, regardless of merchantability.

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

Note that Misc Species 2 is dead oak, which may be cut throughout the sale.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.6 - Road construction (1/09)

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.

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

No new roads will be permitted. Skid trails only will be allowed.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction (9/17)

Within Payment Units 1 and 2, unless changed by written agreement, cutting, skidding, hauling and brushing of access roads 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.

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

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

#### 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 Yellow Trees Rd prior to beginning operations. The

road must be posted at appropriate distances from the sale area when operating in the road to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

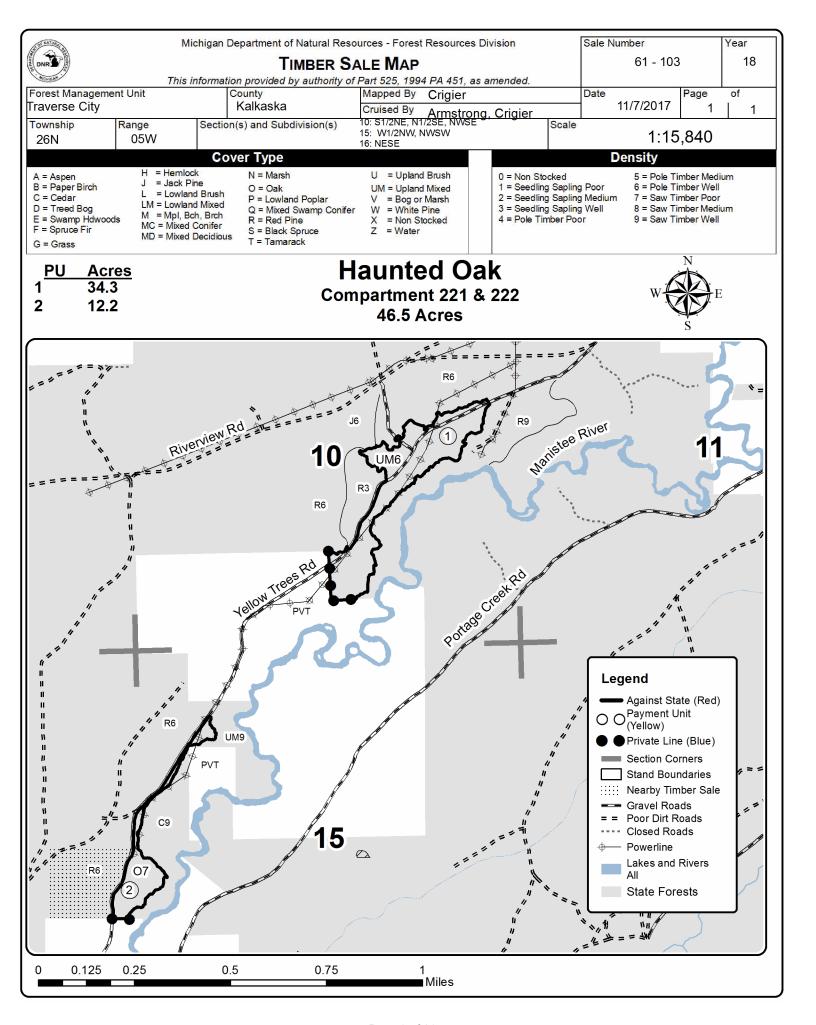
#### 7 - Other Conditions

#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from oak decline. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 4/4/2018 9:50:02AM



#### TIMBER SALE INFORMATION

#### Air Borne Oak (61-115-18)

Kalkaska County (Advertised Price \$73,518.70)

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Red Oak	173.90	MBF	\$	137.00 / MBF
Red Pine	203.00	MBF	\$	78.00 / MBF
White Oak	19.80	MBF	\$	38.00 / MBF
White Pine	12.20	MBF	\$	41.00 / MBF
Pulpwood				
Jack Pine	43.00	Cords	\$	10.35 / Cord
Mixed Aspen	25.00	Cords	\$	13.80 / Cord
Mixed Oak	666.00	Cords	\$	11.60 / Cord
Red Maple	51.00	Cords	\$	13.35 / Cord
Red Pine	789.00	Cords	\$	27.40 / Cord
White Pine	182.00	Cords	\$	9.85 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.83 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 \$3,676.00 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	56.4%
02	0.7%
03	34.4%
04	8.5%

- 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 Oak	Sawtimber	81.4	MBF	175.6	\$41,432.40
	Red Pine		119.3	MBF		
	White Oak		9.6	MBF		
	White Pine		7.5	MBF		
	Jack Pine	Pulpwood	2.0	Cords		
	Mixed Aspen		6.0	Cords		
	B. T. Aspen		6.0	Cords		
	Mixed Oak		275.0	Cords		
	Red Oak		235.0	Cords		
	White Oak		40.0	Cords		
	Red Maple		30.0	Cords		
	Red Pine		581.0	Cords		
	White Pine		70.0	Cords		
2	Jack Pine	Pulpwood	41.0	Cords	19.8	\$513.05
	Mixed Aspen		5.0	Cords		
	Quaking Aspen		5.0	Cords		
	White Pine		2.0	Cords		
3	Red Oak	Sawtimber	74.1	MBF	79.8	\$25,312.45
	Red Pine		79.6	MBF		
	White Oak		2.6	MBF		
	White Pine		1.3	MBF		
	Mixed Aspen	Pulpwood	8.0	Cords		
	B. T. Aspen		8.0	Cords		
	Mixed Oak		262.0	Cords		
	Red Oak		237.0	Cords		
	White Oak		25.0	Cords		
	Red Maple		14.0	Cords		
	Red Pine		194.0	Cords		
	White Pine		15.0	Cords		
4	Red Oak	Sawtimber	18.4	MBF	46.1	\$6,260.80
	Red Pine		4.1	MBF		
	White Oak		7.6	MBF		
	White Pine		3.4	MBF		
l	Mixed Aspen	Pulpwood	6.0	Cords		
1	I Mixeu Aspen	i uipwood	0.0	1 00103		
	B. T. Aspen	i dipwood	6.0	Cords		
		Тирмооч		I		
	B. T. Aspen	Tupwood	6.0	Cords		
	B. T. Aspen Mixed Oak	Tulpwood	6. <i>0</i> 129.0	Cords Cords		
	B. T. Aspen Mixed Oak Red Oak	Tulpwood	6.0 129.0 82.0	Cords Cords Cords		
	B. T. Aspen Mixed Oak Red Oak White Oak	Tulpwood	6.0 129.0 82.0 47.0	Cords Cords Cords Cords		
	B. T. Aspen Mixed Oak Red Oak White Oak Red Maple	Tulpwood	6.0 129.0 82.0 47.0 7.0	Cords Cords Cords Cords Cords		
	B. T. Aspen Mixed Oak Red Oak White Oak Red Maple Red Pine	TOTAL:	6.0 129.0 82.0 47.0 7.0 14.0	Cords Cords Cords Cords Cords Cords Cords		

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#### Sale Specific Conditions & Requirements

Sale Name: Air Borne Oak Sale Number: 61-115-18 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

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

Within Payment Unit(s) 1 and 3, cut all trees that are four (4) inches or more at DBH.

Within Payment Unit(s) 4, cut all trees that are four (4) inches or more at DBH, except white pine. In addition, cut all white pine trees that are eight (8) inches or more at DBH.

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

Within Payment Unit(s) 2, all aspen and jack pine are designated for cutting, 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 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.

#### 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 \$100 per acre for all acreage within that specified portion of the sale area that was damaged.

#### 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.

#### 4.2 - 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

#### 5.2 - 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.

#### 5.2.3 - Operating Restrictions

#### 5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 1, 2, 3 and 4, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

#### 5.4 - Soil Protection

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

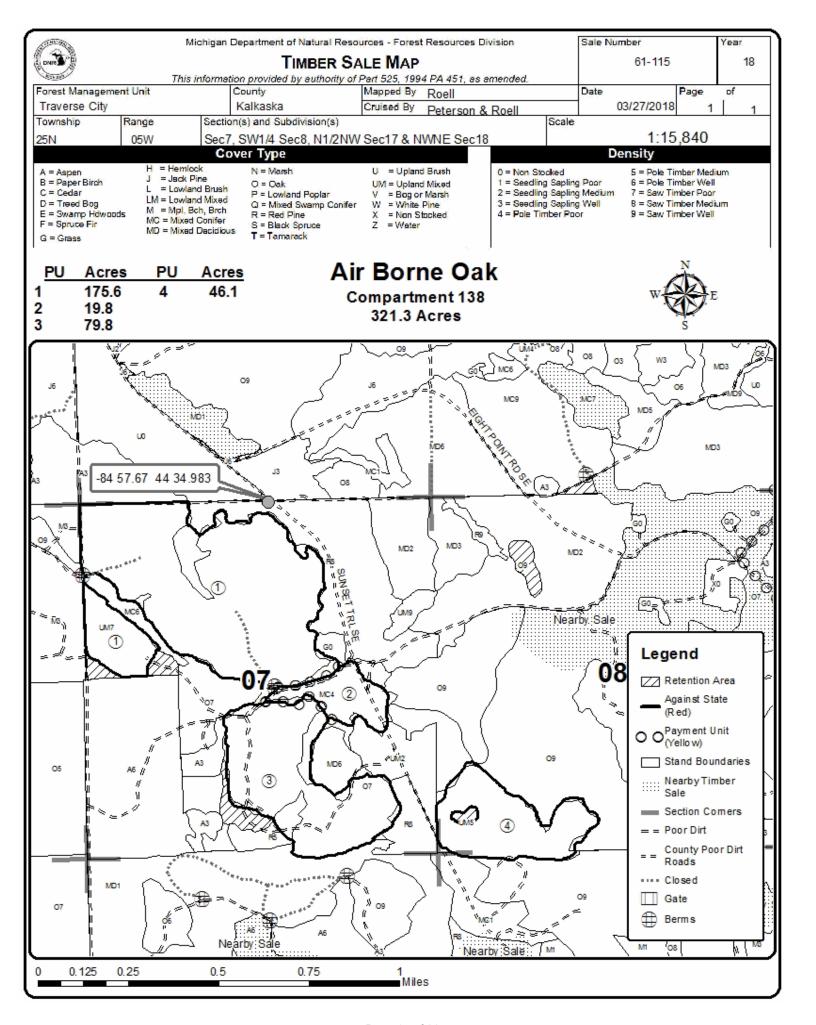
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

Section Name: Sale Specific Current as of 4/20/2018 9:48:58AM



#### TIMBER SALE INFORMATION

#### Wild Wasp Red Pine (61-140-17)

Kalkaska County (Advertised Price \$3,556.85)

SALE NOTE: Producer has the option to chip this sale or cut the un-merchantable tops into 3 foot sections and scatter them throughout the sale.

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 UNI	ITS* AD	VERTISED PRICE
Sawtimber			
Red Pine	33.80 MBF	\$	31.00 / MBF
Pulpwood			
Jack Pine	3.00 Cord	s \$	4.15 / Cord
Red Pine	228.00 Cord	s \$	10.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 45.69 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 \$356.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.

PAYMENT UNIT NUMBER

01

PERCENT OF TOTAL SALE VALUE

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2020.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	33.8	MBF	37.2	\$3,556.85
	Jack Pine	Pulpwood	3.0	Cords		
	Red Pine		228.0	Cords		
		TOTAL:	33.8	MBF		
		TOTAL:	231.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Wild Wasp Red Pine Sale Number: 61-140-17 Seq#: 4

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint, along with a timber type change and county road. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint, with the following exceptions: The north boundary of the sale is unpainted and identified by the G0/R6 type change. The east boundary of the sale is unpainted and identified by Sunset Road. Retention areas are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH.

#### 2.2 - Utilization

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

The Sale Area must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. If market conditions limit the practicality of chipping, tops and slash must be arranged in a way that will not inhibit future planting operation as directed by sale administrator. This could be but is not limited to processing tree tops into 3 foot section and scatter them throughout the sale. If producer decides to chip do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

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

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway and/or county road permits that may be required.

#### 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 (10/16)

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

#### 5.2 - Conduct of Operations

#### 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.

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

The recreation trail is snowmobile trail #76 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 is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. 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. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

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

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

#### 5.4 - Soil Protection

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

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

#### 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 Sunset Road and King 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.

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

The Purchaser is responsible for posting and maintaining caution signs on snowmobile trail #76 prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail 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.

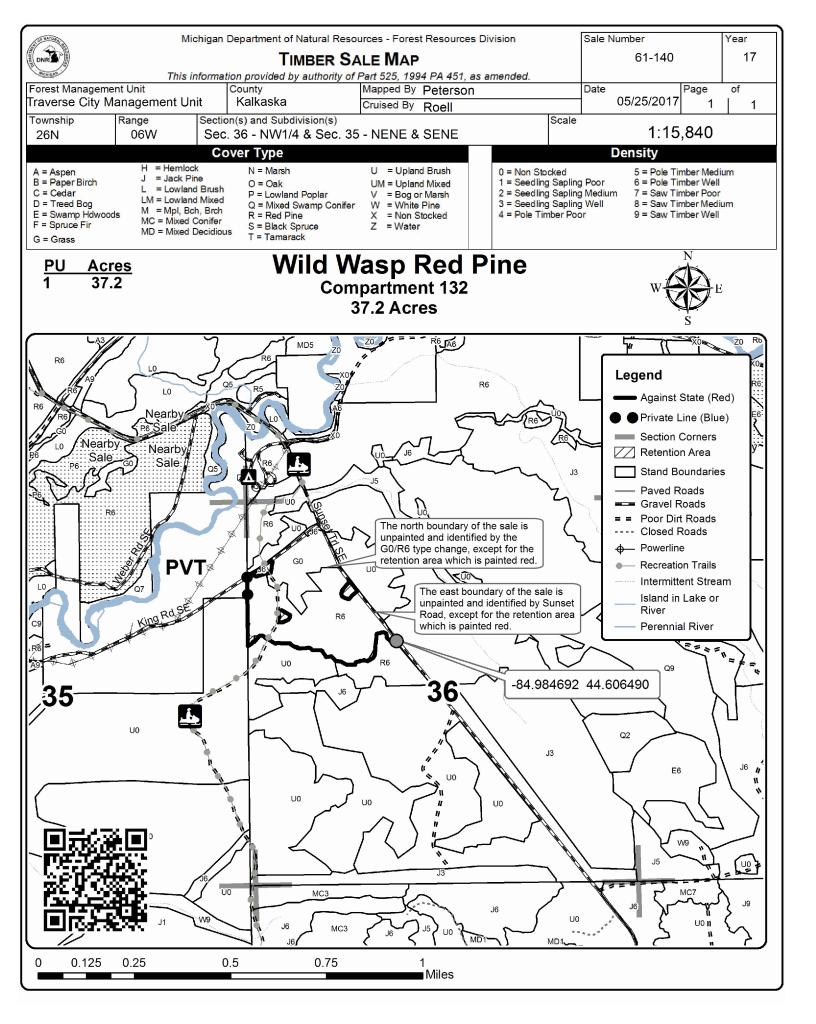
#### 8 - Performance and Settlement

#### 8.3 - Uncompleted or Terminated Contracts

#### 8.3.1 - Completion of contract, chipping (1/16)

In addition to cutting, all chipping must be completed by the contract expiration date. If chipping has not been completed, an extension fee or damages may be charged per General Condition & Requirement 7.2 and 8.3.

Section Name: Sale Specific Current as of 1/18/2018 9:01:21AM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

TRAVERSE CITY MANAGEMENT UNIT KALKASKA OFFICE

#### Haunted Oak (61-103-18) ; Kalkaska COUNTY

In response to the notice of sale to be held 4:00 p.m. (local time) on May 14, 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*	ADVERTISED PRICE		BID PRICE/UNIT	
Sawtimber						
BI/R/Hybrid Oak	6.90	MBF	\$	60.00/MBF	\$	
Pulpwood						
BI/R/Hybrid Oak	125.00	Cords	\$	11.60/Cord	\$	
Jack Pine	4.00	Cords	\$	10.35/Cord	\$	
Misc. Species 2	280.00	Cords	\$	3.50/Cord	\$	
Mixed Aspen	51.00	Cords	\$	13.80/Cord	\$	
Norway Spruce	10.00	Cords	\$	12.80/Cord	\$	
Scotch Pine	27.00	Cords	\$	19.60/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 SOCIA	L SECURITY NUMBER	R:		
	Company or individual biddi	ng:				
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAIL	ABLE, PLEASE PLACE THE	PERSONALIZED LABEL	FROM YOUR PROSE	PECTUS IN THE ABOVE BOX.		
Individual	I or company representative's	signature:		Date:		
Phone nu	ımber :		Email (optional):			

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

<sup>\*</sup>These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



#### 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	lease Check Appropriate Categories:			
1.	<ul> <li>My business is organized as (you must check one of the</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>	boxes below):		
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.</li> </ul>			
	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		
Nan	ame of Business	Federal ID (or) Social Security No.		
Address		Telephone ( )		
City 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)

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### **BID FORM**

TRAVERSE CITY MANAGEMENT UNIT KALKASKA OFFICE

#### Air Borne Oak (61-115-18) ; Kalkaska COUNTY

In response to the notice of sale to be held 4:00 p.m. (local time) on May 14, 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	ESTIMATED VOLU	<u>JME*</u> Al	DVERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber				
Red Oak	173.90 MBF	\$	137.00/MBF	\$
Red Pine	203.00 MBF	\$	78.00/MBF	\$
White Oak	19.80 MBF	\$	38.00/MBF	\$
White Pine	12.20 MBF	\$	41.00/MBF	\$
Pulpwood				
Jack Pine	43.00 Cord	s \$	10.35/Cord	\$
Mixed Aspen	25.00 Cord	s \$	13.80/Cord	\$
Mixed Oak	666.00 Cord	s \$	11.60/Cord	\$
Red Maple	51.00 Cord	s \$	13.35/Cord	\$
Red Pine	789.00 Cord	s \$	27.40/Cord	\$
White Pine	182.00 Cord	s \$	9.85/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.83 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 SECU	JRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN 1	THE ABOVE BOX.
ndividual	or company representative's signature	re:		Date:
Phone nu	mber :	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



Title

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

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

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

As required by Act 317 P.A. 1969 (Morker's Compensation) and

	Part 5 of Act 451 of 1994, as ame		iu .		
VE	RIFICATION OF WORKER'S DISABILITY C	OMPENSAT	ION ACT COMP	PLIANCE	
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.				
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted with twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed exce	pt for written	signatures.		
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you <b>must</b> chec	ck <u>one</u> of the	boxes below):		
	A. ☐ Sole Proprietorship (individual)				
	B.   Partnership				
	C. Corporation				
2.	You <b>must</b> check <u>one</u> of the boxes below:				
	A.  I certify my business is a sole proprietorshi Worker's Compensation Laws.	p and it has no	employees but th	e sole proprietor. I am not subject to the	
	B.  I certify my business has satisfied its o bligation (BWC-337, Rev. 5/96). I will proquestions or a copy of the BWC-337, please	vide a copy of	the Notice of Excl	usion within 21 days of the contract award. (For	
	C.  I certify my business has a Worker's Compone (21) days of the contract award.	ensation Polic	y. I will provide ar	original Certificate of Insurance within twenty-	
3.	If you have checked item 2(A) or 2(B), you than yourself, including family members and			f <b>both</b> full-time and part-time employees, other must enter "0").	
	Full-time Employ	(PPS		Part-time Employees	
	r un une Employ	CC3		r art ame Employees	
Nam	ne of Business		Federal ID (or) So	ocial Security No.	
Add	ress		Telephone		
			( )		
City	State	е	ZIP		
	ereby certify that the above information is true actors affecting my coverage during any of my			the Michigan DNR of any changes that occur	
11 10	actors affecting my coverage during any or my	present and	ruture operation	13.	
_					
Si	Signature of Owner or Authorized Representative				

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

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### BID FORM

## TRAVERSE CITY MANAGEMENT UNIT KALKASKA OFFICE

#### Wild Wasp Red Pine (61-140-17) ; Kalkaska COUNTY

In response to the notice of sale to be held 4:00 p.m. (local time) on May 14, 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 VOLUME*</b>	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber				
Red Pine	33.80 MBF	\$	31.00/MBF	\$
Pulpwood				
Jack Pine	3.00 Cords	\$	4.15/Cord	\$
Red Pine	228.00 Cords	\$	10.95/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 45.69 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:		
IF AVAIL	ABLE, PLEASE PLACE THE PERSC	NALIZED LABEL FROI	M YOUR PROSPECTUS IN	THE ABOVE BOX.	•
Individual	l or company representative's signatu	re:		_ Date:	
Phone nu	ımber :	Email	(optional):		

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



#### 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**

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•	All Information must be typed or printed except for written signatures.			
PΙε	ase 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> </ul>			
	C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.			
3.	If you have checked item 2(A) or 2(B), you <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 EmployeesPart-time Employees			
Nan	e of Business Federal ID (or) Social Security No.			
Add	Telephone ( )			
City	State ZIP			
in f	ereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur actors affecting my coverage during any of my present and future operations.			
ξ	signature of Owner or Authorized Representative			
ī	itle Date			

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

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