

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

# **TIMBER SALE PROSPECTUS #6300**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on November 29, 2018. LOCATION: GAYLORD MGMT UNIT, 1732 WEST M 32, GAYLORD, MI 49735.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, GAYLORD MANAGEMENT UNIT, for certain timber on the following described lands:

Out or In Oak Salvage (52-002-19) / T30N, R01W, SEC. 34, NESW,S1/2SW. Otsego County, Advertised Price \$8,529.85, 25.0 Acres, Red Oak.

SALE NOTE: This is a salvage sale with a short contract. The sale must be harvested and completed by April 15th, 2019.

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.

Observation Oak (52-011-18) / T29N, R02W, SEC. 18, SWNW,SW,W1/2SE.
Otsego County, Advertised Price \$87,663.50, 63.3 Acres, Red Oak, Hardwood.

SALE NOTE: There are no recreation sites present. Good quality red oak. Heavy beech understory. Steep slopes along the east side of Payment Unit 3. Oak wilt specs apply.

Four Treats Red Pine (52-014-18) / T30N, R04W, SEC. 14, NE, SWSW, S1/2SE, NWSE.

T30N, R04W, SEC. 15, SESE. T30N, R04W, SEC. 3, SWNE,NESW.

Otsego County, Advertised Price \$81,643.30, 99.1 Acres, Red Pine, Aspen.

SALE NOTE: Flat terrain, easily accessible off of county roads except for Payment Unit 2. It is recommended that Payment Unit 2 be harvested in snow off conditions. The X Country ski trail is located on the edge of Payment Unit 2.

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.

Lake Michigan Mix (52-018-18) / T29N, R03W, SEC. 22, S1/2SW,NESW.
Otsego County, Advertised Price \$26,418.30, 44.5 Acres, Red Pine, Hardwood.

SALE NOTE: No recreational sites present. Best access will be from the south off of Marlette Road and Kenyon Trail. Some road work such as widening will be necessary to access sale.

C 53 HDWD Mix (52-021-18) / T30N, R07W, SEC. 11, E1/2NW,NE.

T30N, R07W, SEC. 2, SWNE,E1/2SW,NWSE,S1/2SE.

Antrim County, Advertised Price \$116,703.65, 183.6 Acres, Hardwood, Sugar Maple.

SALE NOTE: Difficult access - A portable bridge and/or crane mats will be needed to access the sale and several of the units. Bark slippage restrictions are in place. Some road building may be needed when harvesting Payment Units 2-4. The wood from Payment Unit 5 will have to be forwarded back to an appropriate landing after harvesting.

#### BID INSTRUCTIONS (VER. 07/02/2018):

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

Bids must be received by the Unit Manager, GAYLORD OFFICE, 1732 WEST M 32, GAYLORD, MI 49735, no later than 3:00 p.m. (local time) on November 29, 2018. For further information concerning this sale, contact Lucas Merrick at 989-732-3541 extension 5440.

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

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

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

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

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

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

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

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

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

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

# 6. Award of Contract (1/11)

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

# 7. Down Payment (1/11)

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

# 8. Performance Security (1/11)

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

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

#### 9. Timber Sale Contract (7/18)

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 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. 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

Out or In Oak Salvage (52-002-19)
T30N, R01W, SEC. 34.
Otsego County (Advertised Price \$8,529.85)

SALE NOTE: This is a salvage sale with a short contract. The sale must be harvested and completed by April 15th, 2019.

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>	ADVERTISED PRICE	
Sawtimber			
Red Oak	47.60 MBF	\$	159.00 / MBF
Pulpwood			
Red Oak	67.00 Cords	\$	14.35 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 35.63 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$1,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
  - (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

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 04/15/2019.

# Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	47.6	MBF	25.0	\$8,529.85
	Red Oak	Pulpwood	67.0	Cords		
		TOTAL:	47.6	MBF		
		TOTAL:	67.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Out or In Oak Salvage Sale Number: 52-002-19 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary is marked and identified by blue 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 that were blown over in the wind storm. All trees that are still standing are to be left and are not Included Timber.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

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

### 3.4 - Damaged Timber

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

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

#### 4 - Transportation

### 4.1 - Construction

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

# 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 5 days in advance to schedule the conference.

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

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

#### 5.2 - Conduct of Operations

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

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

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

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

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

The snowmobile trail 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 road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31 without permission from the sale administrator. 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.

#### 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.

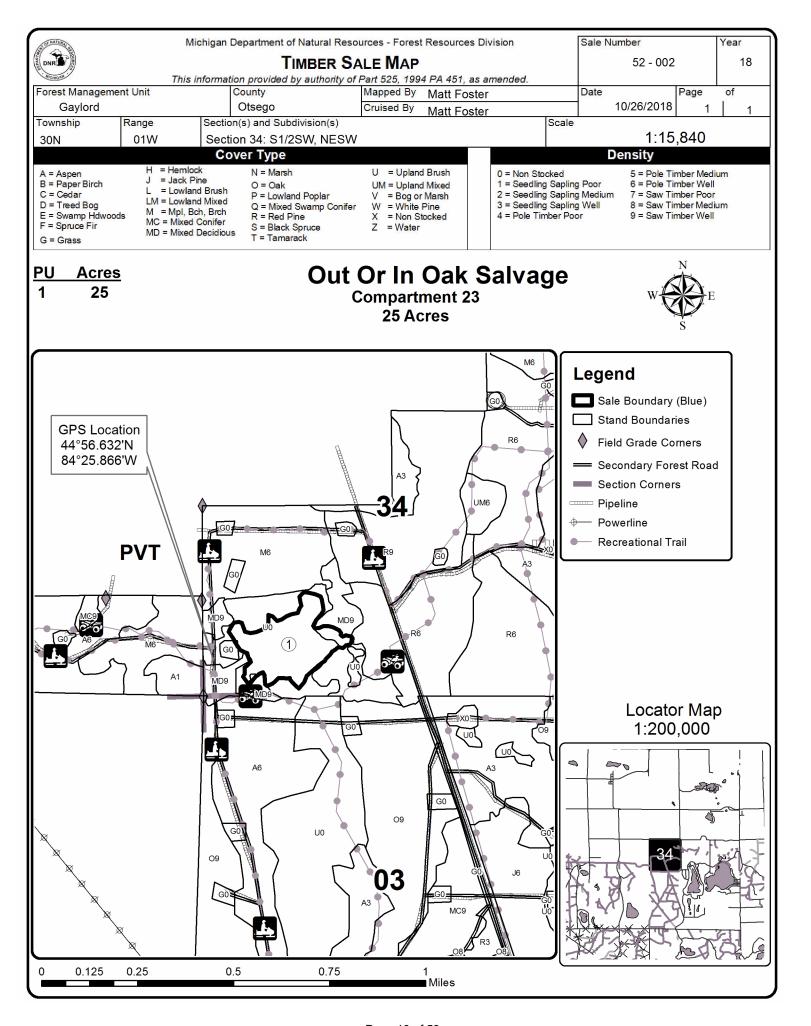
# 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail 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.

Section Name: Sale Specific Current as of 10/30/2018 12:34:28PM



# TIMBER SALE INFORMATION

# Observation Oak (52-011-18) T29N, R02W, SEC. 18. Otsego County (Advertised Price \$87,663.50)

SALE NOTE: There are no recreation sites present. Good quality red oak. Heavy beech understory. Steep slopes along the east side of Payment Unit 3. Oak wilt specs apply.

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>		ADVERTISED PRICE	
Sawtimber				
Beech	9.00	MBF	\$	73.00 / MBF
Mixed Aspen	5.60	MBF	\$	67.00 / MBF
Red Maple	34.50	MBF	\$	143.00 / MBF
Red Oak	236.70	MBF	\$	254.00 / MBF
Red Pine	9.50	MBF	\$	114.00 / MBF
White Pine	4.50	MBF	\$	60.00 / MBF
Pulpwood				
Mixed Aspen	10.00	Cords	\$	23.05 / Cord
Mixed Hardwood	389.00	Cords	\$	27.80 / Cord
Red Oak	368.00	Cords	\$	22.95 / Cord
Red Pine	13.00	Cords	\$	49.45 / Cord
White Pine	3.00	Cords	\$	29.95 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 12.25 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$4,383.00 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	35.3%
02	28.3%
03	36.4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 04/01/2021.

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

1       Beech Mixed Aspen Mixed Aspen B. T. Aspen Quaking Aspen Red Maple Red Oak Red Pine White Pine Mixed Aspen Quaking Aspen Mixed Hardwood American Elm Beech Red Maple       3.2 MBF	\$30,906.4
B. T. Aspen       1.4       MBF         Quaking Aspen       0.6       MBF         Red Maple       12.2       MBF         Red Oak       83.4       MBF         Red Pine       3.3       MBF         White Pine       1.6       MBF         Mixed Aspen       2.0       Cords         Quaking Aspen       1.0       Cords         Mixed Hardwood       137.0       Cords         American Elm       15.0       Cords         Beech       26.0       Cords	
Quaking Aspen         0.6         MBF           Red Maple         12.2         MBF           Red Oak         83.4         MBF           Red Pine         3.3         MBF           White Pine         1.6         MBF           Mixed Aspen         2.0         Cords           Quaking Aspen         1.0         Cords           Mixed Hardwood         137.0         Cords           American Elm         15.0         Cords           Beech         26.0         Cords	
Red Maple       12.2       MBF         Red Oak       83.4       MBF         Red Pine       3.3       MBF         White Pine       1.6       MBF         Mixed Aspen       2.0       Cords         Quaking Aspen       1.0       Cords         Mixed Hardwood       137.0       Cords         American Elm       15.0       Cords         Beech       26.0       Cords	
Red Oak         83.4         MBF           Red Pine         3.3         MBF           White Pine         1.6         MBF           Mixed Aspen         2.0         Cords           Quaking Aspen         1.0         Cords           Mixed Hardwood         137.0         Cords           American Elm         15.0         Cords           Beech         26.0         Cords	
Red Pine         3.3         MBF           White Pine         1.6         MBF           Mixed Aspen         Pulpwood         3.0         Cords           B. T. Aspen         2.0         Cords           Quaking Aspen         1.0         Cords           Mixed Hardwood         137.0         Cords           American Elm         15.0         Cords           Beech         26.0         Cords	
White Pine         1.6         MBF           Mixed Aspen         Pulpwood         3.0         Cords           B. T. Aspen         2.0         Cords           Quaking Aspen         1.0         Cords           Mixed Hardwood         137.0         Cords           American Elm         15.0         Cords           Beech         26.0         Cords	
Mixed Aspen         Pulpwood         3.0         Cords           B. T. Aspen         2.0         Cords           Quaking Aspen         1.0         Cords           Mixed Hardwood         137.0         Cords           American Elm         15.0         Cords           Beech         26.0         Cords	
B. T. Aspen Quaking Aspen Mixed Hardwood American Elm Beech Beech American Elm Beech American Elm Beech Beech American Elm Beech Beech American Elm Beech Beech American Elm Beech American Elm Beech Beech American Elm Beech	
Quaking Aspen1.0CordsMixed Hardwood137.0CordsAmerican Elm15.0CordsBeech26.0Cords	
Quaking Aspen1.0CordsMixed Hardwood137.0CordsAmerican Elm15.0CordsBeech26.0Cords	
Mixed Hardwood         137.0         Cords           American Elm         15.0         Cords           Beech         26.0         Cords	
American Elm Beech 15.0 Cords 26.0 Cords	
Beech 26.0 Cords	
Red Oak 130.0 Cords	
Red Pine 5.0 Cords	
White Pine 1.0 Cords	
2 Beech Sawtimber 2.5 MBF 17.9	\$24,811.2
	φ <b>24</b> ,011.2
B. T. Aspen 1.1 MBF	
Quaking Aspen 0.5 MBF	
Red Maple 9.8 MBF	
Red Oak 66.9 MBF	
Red Pine 2.7 MBF	
White Pine 1.3 MBF	
Mixed Aspen Pulpwood 3.0 Cords	
B. T. Aspen 2.0 Cords	
Quaking Aspen 1.0 Cords	
Mixed Hardwood 110.0 Cords	
American Elm 12.0 Cords	
Beech 21.0 Cords	
Red Maple 77.0 Cords	
Red Oak 104.0 Cords	
Red Pine 4.0 Cords	
White Pine 1.0 Cords	
3 Beech Sawtimber 3.3 MBF 23.1	\$31,945.8
Mixed Aspen 2.0 MBF	
B. T. Aspen 1.5 MBF	
Quaking Aspen 0.5 MBF	
Red Maple 12.5 MBF	
Red Maple 12.5   MBF   Red Oak 86.4   MBF	
Red Oak         86.4         MBF           Red Pine         3.5         MBF	
Red Oak       86.4       MBF         Red Pine       3.5       MBF         White Pine       1.6       MBF	
Red Oak Red Pine White Pine Mixed Aspen Pulpwood  86.4 MBF MBF MBF MBF Cords	
Red Oak         86.4         MBF           Red Pine         3.5         MBF           White Pine         1.6         MBF           Mixed Aspen         Pulpwood         4.0         Cords           B. T. Aspen         3.0         Cords	
Red Oak         86.4         MBF           Red Pine         3.5         MBF           White Pine         1.6         MBF           Mixed Aspen         4.0         Cords           B. T. Aspen         3.0         Cords           Quaking Aspen         1.0         Cords	
Red Oak       86.4       MBF         Red Pine       3.5       MBF         White Pine       1.6       MBF         Mixed Aspen       4.0       Cords         B. T. Aspen       3.0       Cords         Quaking Aspen       1.0       Cords         Mixed Hardwood       142.0       Cords	
Red Oak         86.4         MBF           Red Pine         3.5         MBF           White Pine         1.6         MBF           Mixed Aspen         4.0         Cords           Quaking Aspen         3.0         Cords           Mixed Hardwood         1.0         Cords           American Elm         16.0         Cords	
Red Oak         86.4         MBF           Red Pine         3.5         MBF           White Pine         1.6         MBF           Mixed Aspen         4.0         Cords           Quaking Aspen         3.0         Cords           Mixed Hardwood         142.0         Cords           American Elm         16.0         Cords           Beech         27.0         Cords	
Red Oak         86.4         MBF           Red Pine         3.5         MBF           White Pine         1.6         MBF           Mixed Aspen         4.0         Cords           B. T. Aspen         3.0         Cords           Quaking Aspen         1.0         Cords           Mixed Hardwood         142.0         Cords           American Elm         16.0         Cords           Beech         27.0         Cords           Red Maple         99.0         Cords	
Red Oak         86.4         MBF           Red Pine         3.5         MBF           White Pine         1.6         MBF           Mixed Aspen         4.0         Cords           Quaking Aspen         3.0         Cords           Mixed Hardwood         142.0         Cords           American Elm         16.0         Cords           Beech         27.0         Cords           Red Maple         99.0         Cords           Red Oak         134.0         Cords	
Red Oak         86.4         MBF           Red Pine         3.5         MBF           White Pine         1.6         MBF           Mixed Aspen         4.0         Cords           B. T. Aspen         3.0         Cords           Quaking Aspen         1.0         Cords           Mixed Hardwood         142.0         Cords           American Elm         16.0         Cords           Beech         27.0         Cords           Red Maple         99.0         Cords           Red Oak         134.0         Cords           Red Pine         4.0         Cords	
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# Sale Specific Conditions & Requirements

Sale Name: Observation Oak Sale Number: 52-011-18 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

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

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, and 3, cut all trees that are two (2) inches or more at DBH, except do not cut hemlock, white oak, and trees marked with timber teal paint.

#### 2.2 - Utilization

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

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 4 inches for trees smaller than 10 inches DBH. This is in order to facilitate planting and other follow-up operations.

# 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 3, no chipping is permitted.

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

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

#### 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/14)

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

# 4 - Transportation

#### 4.1 - Construction

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

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

### 4.1.12 - 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

# 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

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

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

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

# 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit(s) 2 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.

#### 5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 25 feet inside the boundary of Payment Unit 3. Slash cannot be piled or placed near residual trees within that unit.

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

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

#### 5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. See related spec 3.4.1 - Damaged Timber.

#### 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

### 5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Unit(s) 1-3, unless changed by written agreement, 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. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

# 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before

sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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

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

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

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

#### 5.4 - Soil Protection

# 5.4.1 - Rutting restriction, general (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.

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

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

# 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

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

### 7 - Other Conditions

#### 7.2 - Extensions

# 7.2.2 - No extensions (3/09)

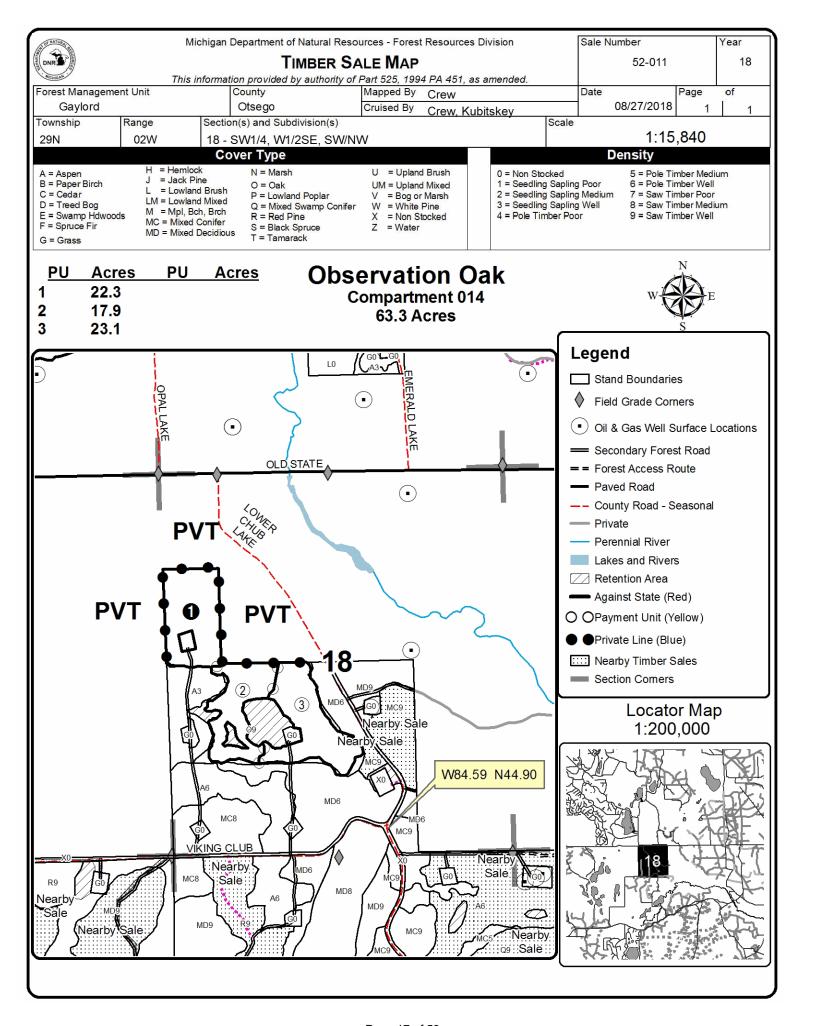
There will be no extensions granted on this contract. The purpose of this sale is to develop strategies to combat unwanted regeneration following a harvest.

# 7.3 - Contract Modifications

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

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

Section Name: Sale Specific Current as of 11/1/2018 3:43:09PM



# TIMBER SALE INFORMATION

#### Four Treats Red Pine (52-014-18)

T30N, R04W, SEC. 14; T30N, R04W, SEC. 15; T30N, R04W, SEC. 3. Otsego County (Advertised Price \$81,643.30)

SALE NOTE: Flat terrain, easily accessible off of county roads except for Payment Unit 2. It is recommended that Payment Unit 2 be harvested in snow off conditions. The X Country ski trail is located on the edge of Payment Unit 2.

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>		ADVERTISED PRICE		
Sawtimber					
Red Pine	285.60	MBF	\$	107.00 / MBF	
Pulpwood					
Quaking Aspen	11.00	Cords	\$	21.65 / Cord	
Red Pine	1,097.00	Cords	\$	46.35 / Cord	

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 15.68 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$4,082.00 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	18.0%
02	34.8%
03	28.9%
04	18.3%

- 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 Pine	Sawtimber	41.9	MBF	14.9	\$14,726.65
	Red Pine	Pulpwood	221.0	Cords		
2	Red Pine	Sawtimber	106.7	MBF	20.5	\$28,341.05
	Quaking Aspen	Pulpwood	11.0	Cords		
	Red Pine		360.0	Cords		
3	Red Pine	Sawtimber	93.3	MBF	33.4	\$23,610.00
	Red Pine	Pulpwood	294.0	Cords		
4	Red Pine	Sawtimber	43.7	MBF	30.3	\$14,965.60
	Red Pine	Pulpwood	222.0	Cords		
		TOTAL:	285.6	MBF		
		TOTAL:	1,108.0	Cords		

# Sale Specific Conditions & Requirements

Sale Name: Four Treats Red Pine Sale Number: 52-014-18 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by 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 unless marked with orange paint.

# 2 - Timber Specifications

#### 2.1 - Included Timber

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

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

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

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

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

Within Payment Unit(s) 3, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every third row. Begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (2/18)

Payment Unit 2 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. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash. If market conditions limit the practicality of chipping, tops and slash must be arranged in a way that will not inhibit future planting operations, as directed by the sale administrator. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

# 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) 2 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

# 2.2.4 - Skidding length (2/14)

In Payment Units 1, 3, and 4, skidding of lengths over 17 feet is permissible as long as the timber sale administrator approves the method and machinery used. If at any point damage exceeds specification 3.4.1, all of the remaining wood must be skid in lengths less than 17 feet.

#### 3 - Payments

### 3.3 - Pre-measured Sales

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

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

# 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable

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

# 4 - Transportation

#### 4.1 - Construction

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

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

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

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

#### 5 - Operations

# 5.1 - Notification

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

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

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

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

# 5.2 - Conduct of Operations

#### 5.2.1 - Slash

# 5.2.1.8 - Slash height (12/08)

No slash may exceed 24 inches in height.

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

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

#### 5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees. See related specs 2.2.4 - Skidding Length and 3.4.1 - Damaged Timber.

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 to March 31. This restriction is to minimize skier/logger interface on the Pine Baron Pathway during ski season.

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

# 5.2.29 - Shrub protection (9/07)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

#### 5.2.40 - Pathway protection (10/10)

The Pine Baron Pathway is a hiking/skiing trail that is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail 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 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

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

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

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

# 6 - Safety and Fire Prevention

#### 6.2 - Signing

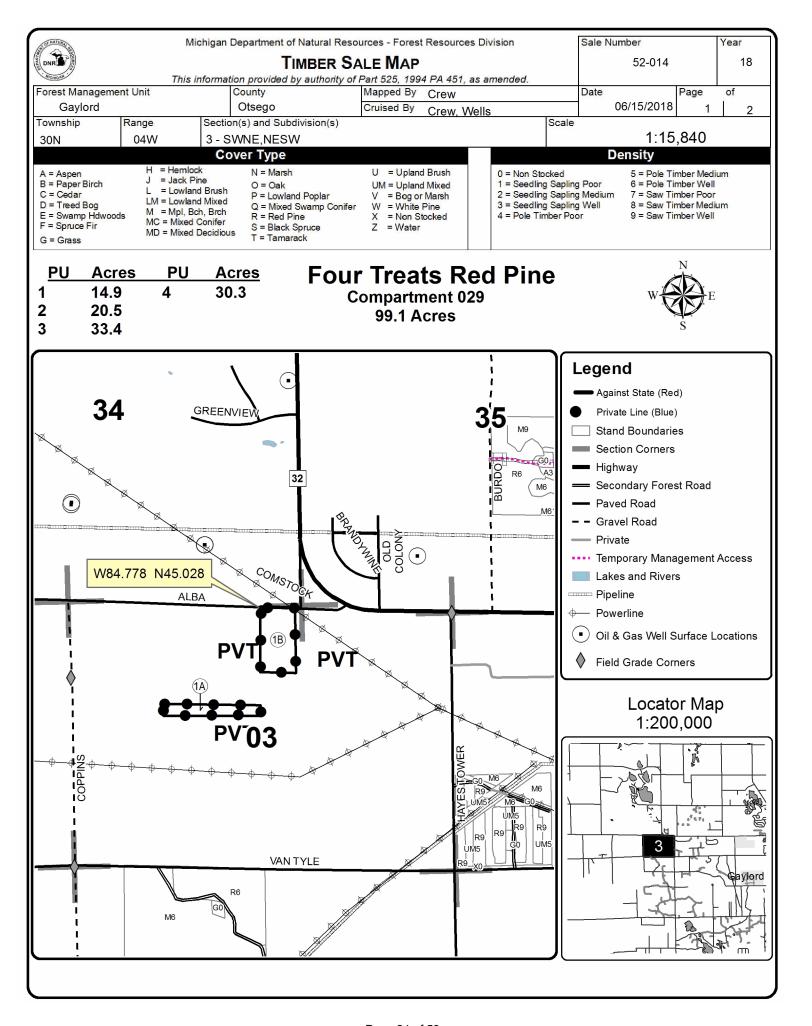
#### 6.2.1 - Road posting (9/09)

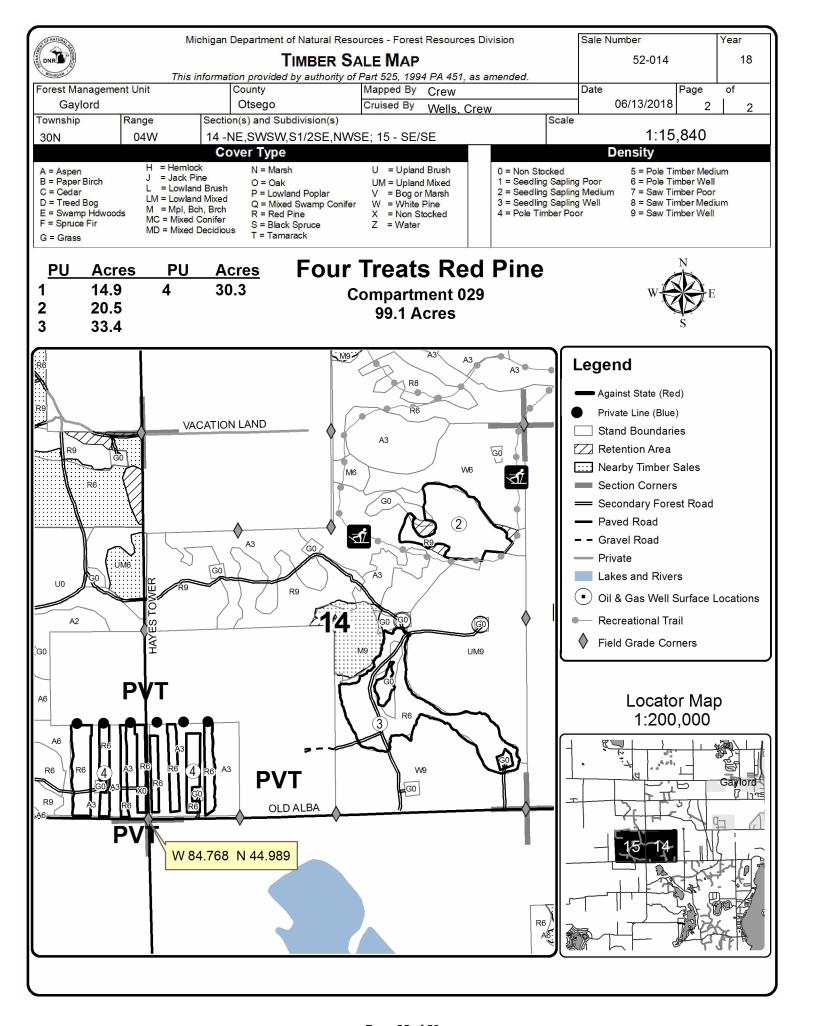
The Purchaser is responsible for posting and maintaining caution signs on Van Tyle, Hayes Tower, and Alba Highway prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations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

#### 6.2.3 - Recreational trail posting (2/10)

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

Section Name: Sale Specific Current as of 11/1/2018 3:37:17PM





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# TIMBER SALE INFORMATION

# Lake Michigan Mix (52-018-18) T29N, R03W, SEC. 22. Otsego County (Advertised Price \$26,418.30)

SALE NOTE: No recreational sites present. Best access will be from the south off of Marlette Road and Kenyon Trail. Some road work such as widening will be necessary to access 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	<b>ESTIMATE</b>	ED UNITS*	AD\	/ERTISED PRICE
Sawtimber				
Beech	12.80	MBF	\$	64.00 / MBF
Red Maple	18.80	MBF	\$	125.00 / MBF
Red Pine	56.80	MBF	\$	100.00 / MBF
Sugar Maple	3.70	MBF	\$	311.00 / MBF
Pulpwood				
Mixed Hardwood	246.00	Cords	\$	24.30 / Cord
Quaking Aspen	3.00	Cords	\$	20.20 / Cord
Red Pine	240.00	Cords	\$	43.25 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 18.28 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$1,321.00 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 32.0%

02 68.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Beech	Sawtimber	12.8	MBF	18.3	\$8,446.50
	Red Maple		17.1	MBF		
	Sugar Maple		1.4	MBF		
	Mixed Hardwood	Pulpwood	208.0	Cords		
	Beech		89.0	Cords		
	Red Maple		77.0	Cords		
	Sugar Maple		42.0	Cords		
2	Red Maple	Sawtimber	1.7	MBF	26.2	\$17,971.80
	Red Pine		56.8	MBF		
	Sugar Maple		2.3	MBF		
	Mixed Hardwood	Pulpwood	38.0	Cords		
	Red Maple		23.0	Cords		
	Sugar Maple		15.0	Cords		
	Quaking Aspen		3.0	Cords		
	Red Pine		240.0	Cords		
		TOTAL:	92.1	MBF		
		TOTAL:	489.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Lake Michigan Mix Sale Number: 52-018-18 Seq#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Interior Payment Unit boundaries are marked with red paint. Interior patch cuts areas within Payment Unit 1 are marked with yellow paint. Red and yellow painted boundary trees are not Included Timber and are to be protected, unless marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all beech trees which meet minimum piece specifications in 2.2 Utilization, except those marked with teal paint. Also, within the designated patch cut areas bounded by yellow paint, cut all trees that are two (2) inches or more at DBH. There are 4 designated patch cut areas.

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

#### 2.2 - Utilization

# 2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit 2 shall not exceed 12 inches.

# 2.2.7 - Uncut designated trees (2/04)

Liquidated damages of \$10.00 per tree will be assessed for every marked tree not cut.

# 3 - Payments

#### 3.3 - Pre-measured Sales

# 3.3.4 - Dividing payment units (7/14)

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

# 3.4 - Damaged Timber

# 3.4.1 - Damaged timber (6/14)

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

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

#### 4 - Transportation

# 4.1 - Construction

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

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

# 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or wet weather conditions.

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

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

#### 5 - Operations

#### 5.1 - Notification

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

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

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

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

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

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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash may exceed 24 inches in height.

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

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

# 5.2.3 - Operating Restrictions

# 5.2.3.3 - Bark slippage restriction (3/09)

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

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

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

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

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

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

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (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.

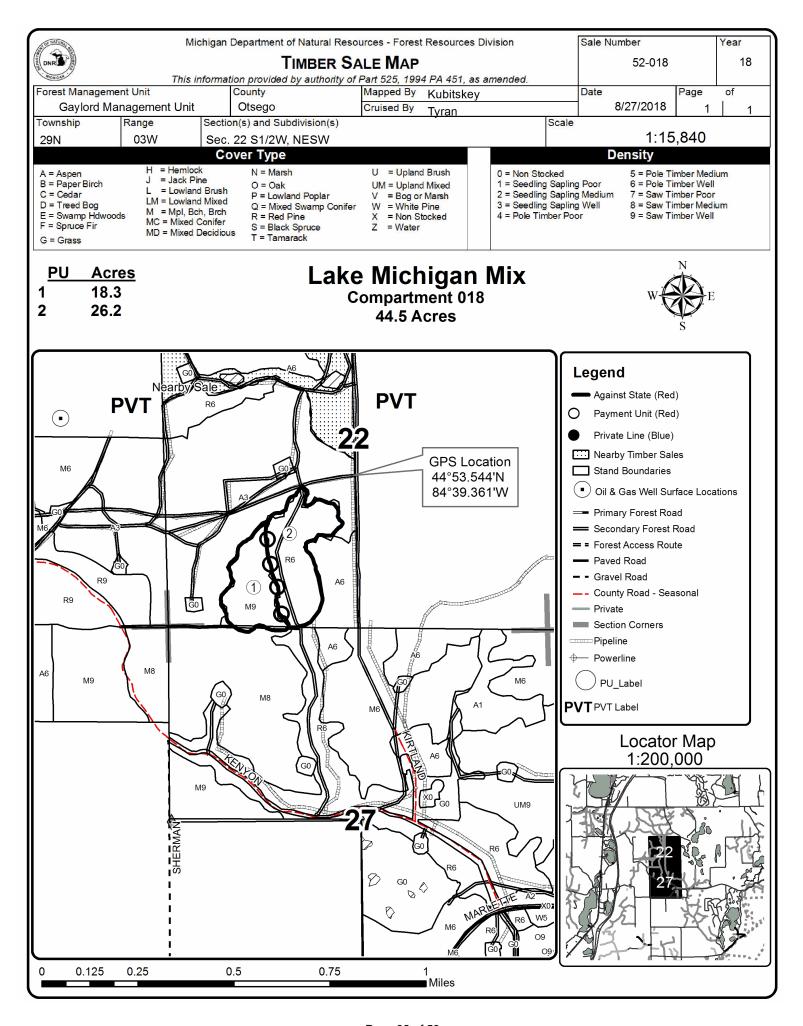
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on Kenyon Trl 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 11/1/2018 11:06:11AM



# TIMBER SALE INFORMATION

C 53 HDWD Mix (52-021-18)

T30N, R07W, SEC. 11; T30N, R07W, SEC. 2. Antrim County (Advertised Price \$116,703.65)

SALE NOTE: Difficult access - A portable bridge and/or crane mats will be needed to access the sale and several of the units. Bark slippage restrictions are in place. Some road building may be needed when harvesting Payment Units 2-4. The wood from Payment Unit 5 will have to be forwarded back to an appropriate landing after harvesting.

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>		ADVERTISED PRICE	
Sawtimber				
Basswood	41.10	MBF	\$	50.00 / MBF
Beech	41.40	MBF	\$	55.00 / MBF
Black Cherry	15.40	MBF	\$	221.00 / MBF
N. White Cedar	10.50	MBF	\$	35.00 / MBF
Paper Birch	0.80	MBF	\$	41.00 / MBF
Quaking Aspen	30.90	MBF	\$	51.00 / MBF
Red Maple	188.60	MBF	\$	108.00 / MBF
Sugar Maple	161.50	MBF	\$	266.00 / MBF
Yellow Birch	3.50	MBF	\$	73.00 / MBF
Pulpwood				
Basswood	67.00	Cords	\$	5.70 / Cord
Beech	266.00	Cords	\$	20.85 / Cord
Mixed Hardwood	1,654.00	Cords	\$	20.85 / Cord
N. White Cedar	42.00	Cords	\$	18.40 / Cord
Quaking Aspen	26.00	Cords	\$	17.30 / Cord
White Ash	85.00	Cords	\$	20.85 / Cord

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

# **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$5,835.00 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	13.3%
02	29.9%
03	19.9%
04	20.6%
05	16.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Basswood	Sawtimber	4.5	MBF	23.1	\$15,464.95
	Black Cherry		13.6	MBF		
	N. White Cedar		10.5	MBF		
	Paper Birch		0.8	MBF		
	Quaking Aspen		8.7	MBF		
	Red Maple		28.4	MBF		
	Sugar Maple		12.1	MBF		
	Basswood	Pulpwood	9.0	Cords		
	Mixed Hardwood	. a.p.r.ooa	197.0	Cords		
	Black Cherry		40.0	Cords		
	Paper Birch		3.0	Cords		
	Red Maple		107.0	Cords		
	1					
	Sugar Maple		47.0	Cords		
	N. White Cedar		42.0	Cords		
	Quaking Aspen		10.0	Cords		
2	Basswood	Sawtimber	15.6	MBF	62.9	\$34,852.90
	Beech		15.1	MBF		
	Black Cherry		0.8	MBF		
	Red Maple		62.1	MBF		
	Sugar Maple		45.1	MBF		
	Basswood	Pulpwood	25.0	Cords		
	Beech		99.0	Cords		
	Mixed Hardwood		558.0	Cords		
	Black Cherry		6.0	Cords		
	Red Maple		269.0	Cords		
	Sugar Maple		283.0	Cords		
	White Ash		25.0	Cords		
3	Basswood	Sawtimber	10.3	MBF	41.9	\$23,236.75
	Beech		10.1	MBF		
	Black Cherry		0.5	MBF		
	Red Maple		41.4	MBF		
	Sugar Maple		30.1	MBF		
	Basswood	Pulpwood	16.0	Cords		
	Beech	. a.p.r.ooa	66.0	Cords		
	Mixed Hardwood		372.0	Cords		
	Black Cherry		4.0	Cords		
	Red Maple		180.0	Cords		
	Sugar Maple		188.0	Cords		
	White Ash		17.0	Cords		
4		0			40.5	#04.000.00
4	Basswood	Sawtimber	10.7	MBF	43.5	\$24,098.80
	Beech		10.4	MBF		
	Black Cherry		0.5	MBF		
ļ	Red Maple		43.0	MBF		
	Sugar Maple		31.2	MBF		
	Basswood	Pulpwood	17.0	Cords		
	Beech		68.0	Cords		
	Mixed Hardwood		387.0	Cords		
	Black Cherry		4.0	Cords		
	Red Maple		187.0	Cords		
	Sugar Maple		196.0	Cords		
	White Ash		17.0	Cords		
5	Beech	Sawtimber	5.8	MBF	12.2	\$19,050.2
5				MBF	l	,
5			22.2	INDE		
5	Quaking Aspen		22.2 13.7	I		
5	Quaking Aspen Red Maple		13.7	MBF		
5	Quaking Aspen			I		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Beech	Pulpwood	33.0	Cords		
	Mixed Hardwood		140.0	Cords		
	Red Maple		28.0	Cords		
	Sugar Maple		103.0	Cords		
	Yellow Birch		9.0	Cords		
	Quaking Aspen		16.0	Cords		
	White Ash		26.0	Cords		
		TOTAL:	493.7	MBF		
		TOTAL:	2,140.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: C 53 HDWD Mix Sale Number: 52-021-18 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 blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange 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) 1A and 5, cut all trees that are two (2) inches or more at DBH, except do not cut hemlock, yellow birch, and trees marked with timber teal paint. In addition, any trees marked with orange paint must be cut and left on the ground where they are dropped.

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

Within Payment Unit(s) 1B, 2, 3, and 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all ash and beech trees are designated for cutting, unless marked with timber teal paint.

#### 2.2 - Utilization

#### 2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited unless approved by the Unit Manager or his/her representative.

# 3 - Payments

# 3.3 - Pre-measured Sales

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

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

# 3.4 - Damaged Timber

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

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within the sale area, if more than 40% 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 \$500 per acre for all acreage within that specified portion of the sale area that was damaged.

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

# 4 - Transportation

# 4.1 - Construction

#### 4.1.2 - Stream crossings, specific (3/11)

The stream crossing will require the installation of a culvert or portable bridge which may be borrowed from the DNR. This installation will be performed in accordance with the specifications on the appropriate permits which shall be provided by the DNR.

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

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

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

#### 4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

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

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

No slash may exceed 24 inches in height.

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

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

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-5, unless changed by written agreement, cutting and skidding are not permitted during the

period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. Approximately 500 feet of road or trail will need extra protection at locations shown on the Timber Sale Map. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

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

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

#### 5.3 - Stream Protection

#### 5.3.1 - Operating near stream (7/04)

No tracked or wheeled vehicles shall be operated within 50 feet of streams, except at an approved crossing.

#### 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.

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

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

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

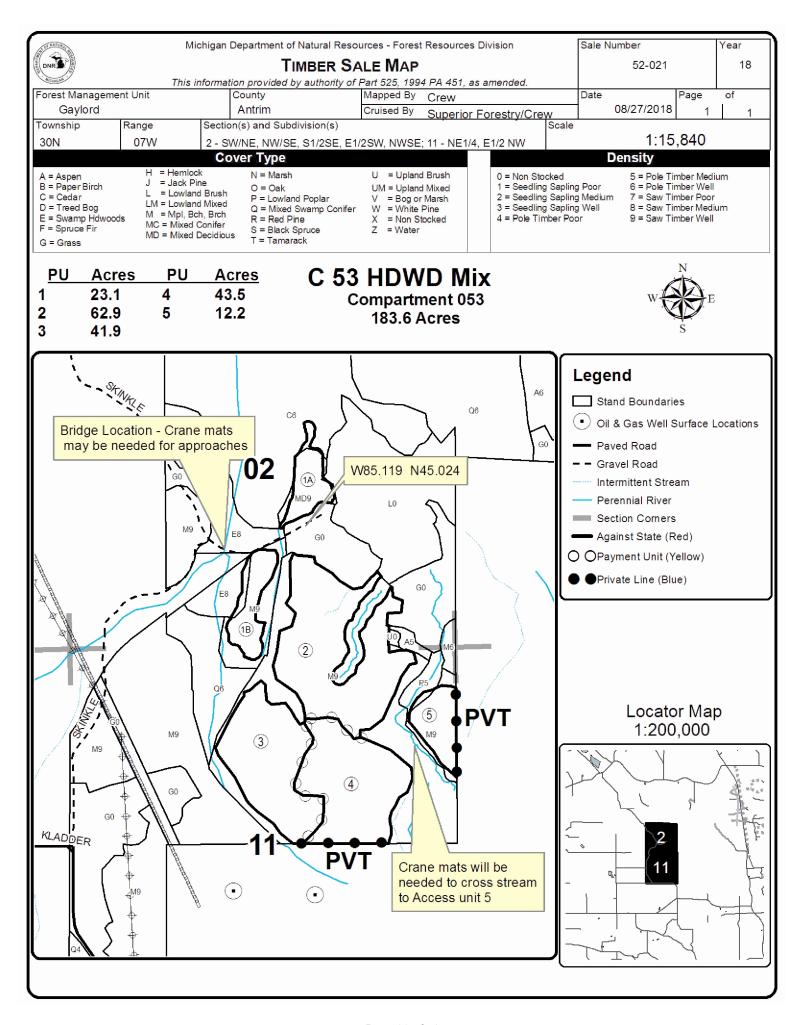
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

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

Section Name: Sale Specific Current as of 11/1/2018 12:07:42PM



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#### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

### Observation Oak (52-011-18) T29N, R02W, SEC. 18; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on November 29, 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 Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Beech	9.00	MBF	\$	73.00/MBF	\$
Mixed Aspen	5.60	MBF	\$	67.00/MBF	\$
Red Maple	34.50	MBF	\$	143.00/MBF	\$
Red Oak	236.70	MBF	\$	254.00/MBF	\$
Red Pine	9.50	MBF	\$	114.00/MBF	\$
White Pine	4.50	MBF	\$	60.00/MBF	\$
Pulpwood					
Mixed Aspen	10.00	Cords	\$	23.05/Cord	\$
Mixed Hardwood	389.00	Cords	\$	27.80/Cord	\$
Red Oak	368.00	Cords	\$	22.95/Cord	\$
Red Pine	13.00	Cords	\$	49.45/Cord	\$
White Pine	3.00	Cords	\$	29.95/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	SECURITY NUMBER:	<u></u>	
	Company or individual b	oidding:			Ш
	Company representative	e's name:			
	Address:				
	City:	State:	Zip:		
F AVAIL	ABLE, PLEASE PLACE	THE PERSONALIZED LABEL	FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	_
Individual	or company representat	ive's signature:		Date:	
Phone nu	ımber :	E	mail (optional):		

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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 12.25 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.



# 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.	<ul> <li>My business is organized as (you must check one of the box</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>	(es below):			
<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>					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the than yourself, including family members and active partners (Full-time Employees				
lam	ame of Business	ederal ID (or) Social Security No.			
Addı	ddress Te	elephone )			
City	ity State ZII	P			
n fa	hereby certify that the above information is true and correct. I am factors affecting my coverage during any of my present and fute Signature of Owner or Authorized Representative				
_ '	THE	Date			

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

#### **BID FORM**

**GAYLORD MANAGEMENT UNIT GAYLORD OFFICE** 

#### Four Treats Red Pine (52-014-18)

T30N, R04W, SEC. 14; T30N, R04W, SEC. 15; T30N, R04W, SEC. 3; Otsego

In response to the notice of sale to be held 3:00 p.m. (local time) on November 29, 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 Inon-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Red Pine	285.60	MBF	\$	107.00/MBF	\$
Pulpwood					
Quaking Aspen	11.00	Cords	\$	21.65/Cord	\$
Red Pine	1,097.00	Cords	\$	46.35/Cord	\$
*The volumes are statistically es	stimated within plus (+	·) or minus (-)	15.68 perce	ent. These estimated	volumes are final and no

ot subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL	SECURITY NUMBER	R:	
	Company or individual bid	ding:			
	Company representative's	name:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE TH	E PERSONALIZED LABEL I	FROM YOUR PROSE	PECTUS IN THE ABOVE BOX.	
Individual	or company representative	e's signature:		Date:	
Phone nu	ımber :	Е	mail (optional):		

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



# 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.	<ul> <li>My business is organized as (you must check one of the box</li> <li>A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>	(es below):			
<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>					
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the than yourself, including family members and active partners (Full-time Employees				
lam	ame of Business	ederal ID (or) Social Security No.			
Addı	ddress Te	elephone )			
City	ity State ZII	P			
n fa	hereby certify that the above information is true and correct. I am factors affecting my coverage during any of my present and fute Signature of Owner or Authorized Representative				
_ '	THE	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

EEDEDAI ID:

#### **BID FORM**

#### **GAYLORD MANAGEMENT UNIT GAYLORD OFFICE**

#### Lake Michigan Mix (52-018-18) T29N, R03W, SEC. 22; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on November 29, 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					
Beech	12.80	MBF	\$	64.00/MBF	\$
Red Maple	18.80	MBF	\$	125.00/MBF	\$
Red Pine	56.80	MBF	\$	100.00/MBF	\$
Sugar Maple	3.70	MBF	\$	311.00/MBF	\$
Pulpwood					
Mixed Hardwood	246.00	Cords	\$	24.30/Cord	\$
Quaking Aspen	3.00	Cords	\$	20.20/Cord	\$
Red Pine	240.00	Cords	\$	43.25/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 18.28 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOC	IAL SECURITY NUMBER	₹	
	Company or individu	ual bidding:			
	Company representa	ative's name:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLAC	CE THE PERSONALIZED LAB	EL FROM YOUR PROSF	PECTUS IN THE ABOVE BOX.	
Individual	or company represer	ntative'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



### 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

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.				
VE	ERIFICATION OF WORKER'S DISABILITY COMPENSAT	ON ACT COMPLIANCE			
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.				
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
Ple	ease Check Appropriate Categories:				
1.	<ul> <li>My business is organized as (you must check one of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>				
2.	<ul> <li>You must check one of the boxes below:</li> <li>A.</li></ul>				
<ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part than yourself, including family members and active partners (if none, you must enter "0").</li> </ol>					
	Full-time Employees	Part-time Employees			
Nam	me of Business	Federal ID (or) Social Security No.			
	dress	Telephone ( )			
City	State	ZIP			
	ereby certify that the above information is true and correct. factors affecting my coverage during any of my present and	I agree to notify the Michigan DNR of any changes that occur future operations.			

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

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

Date

#### BID FORM

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

#### C 53 HDWD Mix (52-021-18)

T30N, R07W, SEC. 11; T30N, R07W, SEC. 2; Antrim COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on November 29, 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>	ESTIMATED VOLUME*		VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber					
Basswood	41.10	MBF	\$	50.00/MBF	\$
Beech	41.40	MBF	\$	55.00/MBF	\$
Black Cherry	15.40	MBF	\$	221.00/MBF	\$
N. White Cedar	10.50	MBF	\$	35.00/MBF	\$
Paper Birch	0.80	MBF	\$	41.00/MBF	\$
Quaking Aspen	30.90	MBF	\$	51.00/MBF	\$
Red Maple	188.60	MBF	\$	108.00/MBF	\$
Sugar Maple	161.50	MBF	\$	266.00/MBF	\$
Yellow Birch	3.50	MBF	\$	73.00/MBF	\$
Pulpwood					
Basswood	67.00	Cords	\$	5.70/Cord	\$
Beech	266.00	Cords	\$	20.85/Cord	\$
Mixed Hardwood	1,654.00	Cords	\$	20.85/Cord	\$
N. White Cedar	42.00	Cords	\$	18.40/Cord	\$
Quaking Aspen	26.00	Cords	\$	17.30/Cord	\$
White Ash	85.00	Cords	\$	20.85/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 SECURITY NUMBER: \_\_\_ - \_ - \_ - \_ \_

	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
ndividual	dividual or company representative's signature: Date:			_	
Phone nu	hone 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

<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.



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

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

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

	Part 5 of Act 451 of 1994, as	s amended.	
VE	RIFICATION OF WORKER'S DISABILI	TY COMPENSATION	ON ACT COMPLIANCE
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.		
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.		
•	All Information must be typed or printed except for written signatures.		
Ple	ease Check Appropriate Categories:		
1.	My business is organized as (you <b>must</b> A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the b	poxes below):
2.	Worker's Compensation Laws.  B.	orship and it has no or bligation to the Worl ill provide a copy of the please call the Work	employees but the sole proprietor. I am not subject to the ker's Compensation Act through the use of an approved Notice of the Notice of Exclusion within 21 days of the contract award. (For er's Compensation Bureau at 517-322-1195).  I will provide an original Certificate of Insurance within twenty-
3.	If you have checked item 2(A) or 2(B), than yourself, including family members		e the number of <b>both</b> full-time and part-time employees, other is (if none, you must enter "0").
	Full-time Er	nployees	Part-time Employees
Nam	ne of Business		Federal ID (or) Social Security No.
Addı	ress		Telephone ( )
City		State	ZIP

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

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur

Date

in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

City:

#### **BID FORM**

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

### Out or In Oak Salvage (52-002-19) T30N, R01W, SEC. 34; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on November 29, 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 Sawtimber	ESTIMATED VOLUME*	ADVERTISED PRICE	BID PRICE/UNIT	
Red Oak	47.60 MBF	\$ 159.00/MBF	\$	
Pulpwood				
Red Oak	67.00 Cords	\$ 14.35/Cord	\$	
*The volumes are statistically estimated within plus (+) or minus (-) 35.63 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.  I understand that any or all bids may be rejected. All bids must be signed and all bid items must be bid or the bid form may be rejected. I also understand that consideration and awarding a contract will be based upon my past performance and ability to complete the contract based upon equipment and staffing subject to my control.				
FEDERAL ID: or SOCIAL SECURITY NUMBER:				
Company or individual bidding:				
Company represen	tative's name:			
Address:				

IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

State:

Individual or company representative's signature:	Date:	
Phone number :	Email (optional):	

Zip:

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



C. 

Corporation

### Michigan Department of Natural Resources Forest Resources Division

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

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

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

VE	RIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE		
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timbe 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	ease Check Appropriate Categories:		
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership		

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

Full-time Employees

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

C. \(\subseteq\) I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.

3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").

Name of Business		Federal ID (or) Social Security No.
Address		Telephone ( )
City	State	ZIP
hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.		

Signature of Owner or Authorized Representative

Title

Date

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

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

Part-time Employees