

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6507

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on December 11, 2019. LOCATION: ROSCOMMON MGMT UNIT, PO BOX 218, ROSCOMMON, MI 48653.

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

Maple Valley Medley (71-013-19) / T22N, R02W, SEC. 24, SWSE.

T22N, R02W, SEC. 25, W1/2NW,E1/2SW,N1/2SE.

T22N, R02W, SEC. 26, E1/2NE.

T22N, R02W, SEC. 36, N1/2NW, SENW, S1/2NE, NESW.

T22N, R02W, SEC. 36, N1/2SE, SWSE.

Roscommon County, Advertised Price \$73,545.45, 198.7 Acres, Aspen, Jack Pine.

SALE NOTE: Use of the snowmobile trail in Payment Units 3 and 4 is restricted (see spec 5.2.41). In addition, Payment Units 5 and 6 have an operating caution (see spec 5.2.22.1).

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.

Add-On KW (71-016-19) / T24N, R01E, SEC. 25, S1/2NW,SWNE,SW,NWSE,S1/2SE.

T24N, R01E, SEC. 26, S1/2NE, SW, SE.

T24N, R01E, SEC. 35, N1/2NE.

T24N, R01E, SEC. 36, N1/2NW, NWNE.

Ogemaw County, Advertised Price \$68,364.75, 591.2 Acres, Jack Pine, Hardwood.

SALE NOTE: This sale is for Kirtland Warbler management. Note that there is a strict contract deadline that can not be extended.

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

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

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

Bids must be received by the Unit Manager, ROSCOMMON OFFICE, PO BOX 218, ROSCOMMON, MI 48653, no later than 2:00 p.m. (local time) on December 11, 2019. For further information concerning this sale, contact Steve Anderson at 989-275-4622 extension 2740.

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.

DAN EICHINGER
Director

TIMBER SALE INFORMATION

Maple Valley Medley (71-013-19)

T22N, R02W, SEC. 24; T22N, R02W, SEC. 25; T22N, R02W, SEC. 26; T22N, R02W, SEC. 36.

Roscommon County (Advertised Price \$73,545.45)

SALE NOTE: Use of the snowmobile trail in Payment Units 3 and 4 is restricted (see spec 5.2.41). In addition, Payment Units 5 and 6 have an operating caution (see spec 5.2.22.1).

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	ESTIMATE	ED UNITS*	ADV	ERTISED PRICE
Sawtimber				
BI/R/Hybrid Oak	51.00	MBF	\$	128.00 / MBF
Jack Pine	26.00	MBF	\$	30.00 / MBF
Mixed Aspen	129.70	MBF	\$	73.00 / MBF
Red Pine	7.40	MBF	\$	118.00 / MBF
White Oak	6.90	MBF	\$	118.00 / MBF
White Pine	10.20	MBF	\$	54.00 / MBF
Pulpwood				
Balsam Fir	7.00	Cords	\$	28.80 / Cord
Jack Pine	805.00	Cords	\$	13.95 / Cord
Misc. Species 1	131.00	Cords	\$	7.50 / Cord
Mixed Aspen	1,152.00	Cords	\$	30.15 / Cord
Mixed Hardwood	95.00	Cords	\$	20.40 / Cord
Mixed Oak	242.00	Cords	\$	18.30 / Cord
Red Pine	10.00	Cords	\$	43.20 / Cord
White Pine	27.00	Cords	\$	21.70 / Cord

^{*} The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$3,677.00 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 VAL
01	3.8%
02	27.3%
03	15.7%
04	9.5%
05	11.7%
06	11.2%
07	20.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2022.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	BI/R/Hybrid Oak	Sawtimber	1.3	MBF	10.8	\$2,793.30
	Jack Pine		3.7	MBF		
	Mixed Aspen		4.0	MBF		
	Balsam Fir	Pulpwood	2.0	Cords		
	Jack Pine		37.0	Cords		
	Mixed Aspen		39.0	Cords		
	Mixed Hardwood		8.0	Cords		
	Mixed Oak		17.0	Cords		
2	Jack Pine	Sawtimber	0.9	MBF	51.4	\$20,095.85
	Mixed Aspen		53.3	MBF		, ,,,,,,,,
	Red Pine		6.4	MBF		
	White Pine		4.0	MBF		
	Balsam Fir	Pulpwood	2.0	Cords		
	Jack Pine		80.0	Cords		
	Mixed Aspen		397.0	Cords		
	Mixed Hardwood		40.0	Cords		
	Mixed Oak		41.0	Cords		
	Red Pine		9.0	Cords		
	White Pine		5.0	Cords		
3	BI/R/Hybrid Oak	Sawtimber	4.9	MBF	18.7	\$11,554.45
3	Jack Pine	Sawtimber	0.4	MBF	10.7	\$11,554.45
			35.6	MBF		
	Mixed Aspen Red Pine			1		
	White Pine		1.0 2.9	MBF MBF		
		Dulawaad	2.9	1		
	Balsam Fir	Pulpwood		Cords		
	Jack Pine		17.0	Cords		
	Mixed Aspen		216.0	Cords		
	Mixed Hardwood		19.0	Cords		
	Mixed Oak		38.0	Cords		
	Red Pine		1.0	Cords		
	White Pine	<u> </u>	5.0	Cords		
4	BI/R/Hybrid Oak	Sawtimber	1.2	MBF	33.2	\$6,967.55
	Jack Pine		12.9	MBF		
	Jack Pine	Pulpwood	403.0	Cords		
	Mixed Aspen		20.0	Cords		
	Mixed Hardwood		1.0	Cords		
	Mixed Oak		4.0	Cords		
	White Pine		5.0	Cords		
5	BI/R/Hybrid Oak	Sawtimber	1.3	MBF	31.8	\$8,599.85
	Jack Pine		1.3	MBF		
	Mixed Aspen		11.7	MBF		
	White Pine		3.3	MBF		
	Balsam Fir	Pulpwood	1.0	Cords		
	Jack Pine		142.0	Cords		
	Mixed Aspen		151.0	Cords		
	Mixed Hardwood		9.0	Cords		
	Mixed Oak		23.0	Cords		
	White Pine		9.0	Cords		
6	BI/R/Hybrid Oak	Sawtimber	0.7	MBF	24.6	\$8,259.35
	Jack Pine		1.6	MBF		
	Mixed Aspen		4.4	MBF		
	Jack Pine	Pulpwood	75.0	Cords		
	Mixed Aspen		216.0	Cords		
	1	1		1	1	
	Mixed Hardwood		9.0	Cords		
	Mixed Hardwood Mixed Oak		9.0 2.0	Cords Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
7	Bl/R/Hybrid Oak	Sawtimber	41.6	MBF	28.2	\$15,275.10
	Jack Pine		5.2	MBF		
	Mixed Aspen		20.7	MBF		
	White Oak		6.9	MBF		
	Jack Pine	Pulpwood	51.0	Cords		
	Misc. Species 1		131.0	Cords		
	Mixed Aspen		113.0	Cords		
	Mixed Hardwood		9.0	Cords		
	Mixed Oak		117.0	Cords		
	White Pine		2.0	Cords		
	TOTAL:		231.2	MBF		
		TOTAL:	2,469.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Maple Valley Medley Sale Number: 71-013-19 Seq#: 1

1 - Sale Area

12 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. 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) 2 - 6, cut all trees that are two (2) inches or more at DBH, except do not cut any trees marked above and below stump height with green paint.

2.1.2 - Clearcut unit(s) w/o unmerchantable trees (8/11)

Within Payment Unit(s) 1 and 7, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut any red pine, white pine, or trees marked above and below stump height with green paint.

2.1.11 - Description of timber note (2/04)

Note that Misc. Species 1 = dead oak. Mixed Hardwood includes cherry and red maple.

2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 100 feet of the cleared portion of Emery Road, Waco Road, and S. Maple Valley Road (F-97). These trees may be processed and utilized, or must be scattered back into the sale area.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Unit 4 must be chip harvested to facilitate future silvicultural activities. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled off-site. 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 does not apply (G. C. & R. 2.2). This is because of the jack pine cover type and future planting operations.

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.

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 residual merchantable 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.

3.6 - Payment Unit Cutting Schedule

3.6.2 - One active unit (12/08)

Each Payment Unit must be completed to the satisfaction of the Unit Manager or his/her representative before the next unit may be opened.

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, or chipped, utilized or otherwise removed from 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, or chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

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

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.3 - Road maintenance (8/13)

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

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

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

5.2.2 - 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

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one

central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

5.2.4 - Dead and Down Creation

5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed. Exception: Dead oak was cruised in Payment Units 1 and 7 and may be cut. It is listed as Misc. Species 1 in the Description of Timber.

5.2.4.6 - Dead and down creation, other (9/09)

To create grouse habitat, within Payment Unit(s) 5 - 7, one tree per acre (maple where available) must be cut at least 4.5' (feet) above ground level and left on site and not utilized. These trees must have a DBH over 7" (inches) and are to be felled and left within 3' (feet) of the stump.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 5 and 6, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of a higher water table in these units.

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.

5.2.39 - ORV trail/route protection (4/18)

There is an ORV trail or route on the sale as shown on the Timber Sale Map. Do not damage posts with yellow ORV markers. Trees with yellow ORV markers shall be cut off above the markers and at least 5 feet above ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

5.2.41 - Snowmobile trail protection (9/11)

There is a snowmobile trail thru and/or adjacent to Payment Units 3 - 5, as 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. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The snowmobile trail may not be used for any timber sale operations in Payment Units and 4 from December 1 to March 31. The snowmobile trail may only be crossed at right angles in Payment Unit 4. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - 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.

5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

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 Emery Road, Waco Road, and S. Maple Valley Road (F-97) 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.

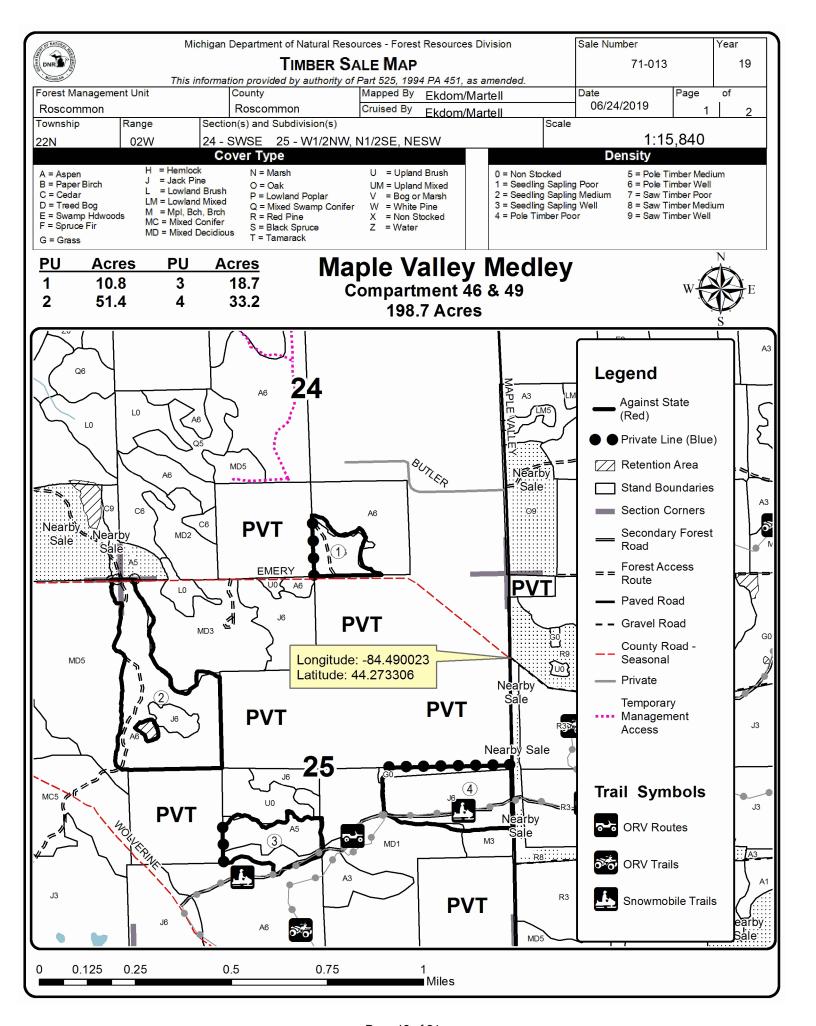
6.2.2 - Snowmobile trail posting (8/09)

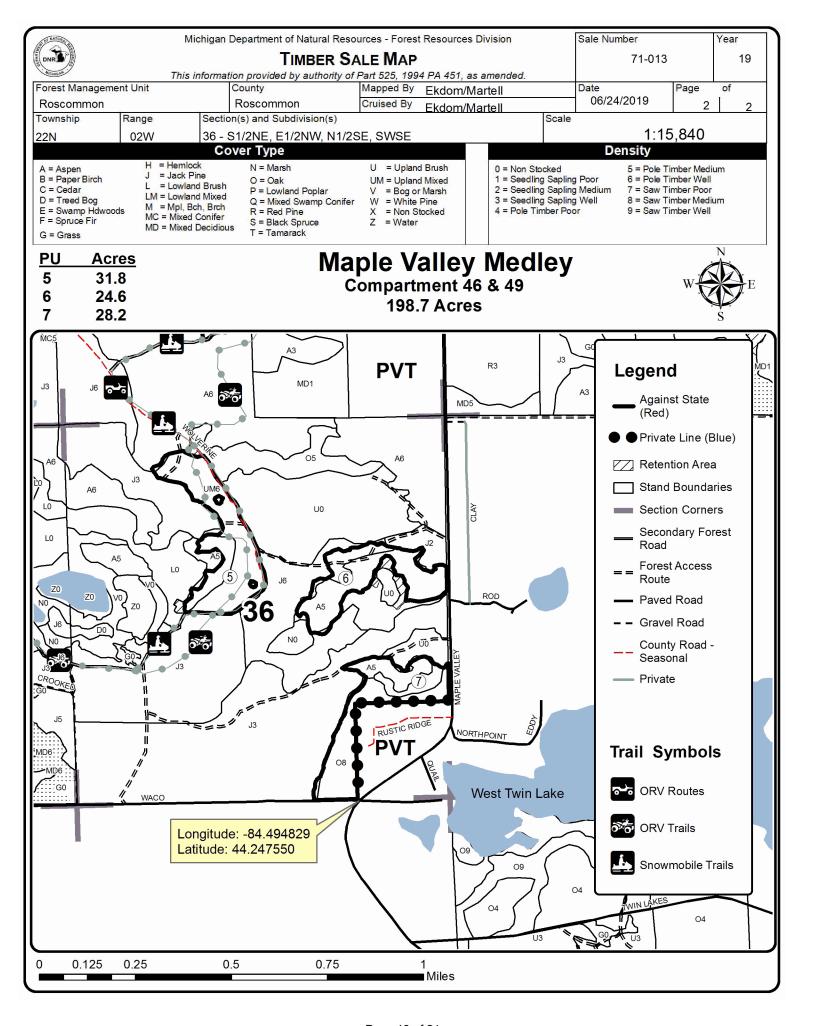
The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the ORV trail/route 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.

Section Name: Sale Specific Current as of 10/28/2019 3:37:33PM





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TIMBER SALE INFORMATION

Add-On KW (71-016-19)

T24N, R01E, SEC. 25; T24N, R01E, SEC. 26; T24N, R01E, SEC. 35; T24N, R01E, SEC. 36.

Ogemaw County (Advertised Price \$68,364.75)

SALE NOTE: This sale is for Kirtland Warbler management. Note that there is a strict contract deadline that can not be extended.

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	<u>ESTIMATE</u>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Jack Pine	54.80	MBF	\$	30.00 / MBF
Northern Pin Oak	34.80	MBF	\$	128.00 / MBF
Red Pine	60.90	MBF	\$	118.00 / MBF
Pulpwood				
Black Cherry	25.00	Cords	\$	20.40 / Cord
Jack Pine	3,151.00	Cords	\$	13.95 / Cord
Northern Pin Oak	207.00	Cords	\$	18.30 / Cord
Red Pine	158.00	Cords	\$	43.20 / Cord
Red Pine Pulpwood Black Cherry Jack Pine Northern Pin Oak	60.90 25.00 3,151.00 207.00	MBF Cords Cords Cords	\$ \$ \$ \$	118.00 / MBF 20.40 / Cord 13.95 / Cord 18.30 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.94 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$3,418.00 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	21.8%
02	24.8%
03	26.4%
04	27.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 03/31/2022.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Jack Pine	Sawtimber	12.4	MBF	136.3	\$14,924.25
	Northern Pin Oak		6.8	MBF		
	Red Pine		11.9	MBF		
	Black Cherry	Pulpwood	6.0	Cords		
	Jack Pine		715.0	Cords		
	Northern Pin Oak		46.0	Cords		
	Red Pine		31.0	Cords		
2	Jack Pine	Sawtimber	14.7	MBF	166.6	\$16,949.80
	Northern Pin Oak		6.5	MBF		
	Red Pine		11.4	MBF		
	Black Cherry	Pulpwood	7.0	Cords		
	Jack Pine		856.0	Cords		
	Northern Pin Oak		52.0	Cords		
	Red Pine		30.0	Cords		
3	Jack Pine	Sawtimber	13.7	MBF	142.7	\$18,055.70
	Northern Pin Oak		10.6	MBF		
	Red Pine		18.6	MBF		
	Black Cherry	Pulpwood	6.0	Cords		
	Jack Pine		782.0	Cords		
	Northern Pin Oak		54.0	Cords		
	Red Pine		48.0	Cords		
4	Jack Pine	Sawtimber	14.0	MBF	145.6	\$18,435.00
	Northern Pin Oak		10.9	MBF		
	Red Pine		19.0	MBF		
	Black Cherry	Pulpwood	6.0	Cords		
	Jack Pine		798.0	Cords		
	Northern Pin Oak		55.0	Cords		
	Red Pine		49.0	Cords		
	•					
	•	TOTAL:	150.5	MBF		

Sale Specific Conditions & Requirements

Sale Name: Add-On KW Sale Number: 71-016-19 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees that are two (2) inches or more at DBH.

2.1.11 - Description of timber note (2/04)

Note that Misc. Species 1 is pin cherry.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

This sale must be chip harvested to facilitate subsequent planting operations and to meet Kirtland's warbler habitat requirements. 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. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because of Kirtland's warbler management.

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 operations.

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.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

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 dirt. These roads must be rendered impassable to cars and trucks. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.3 - Road maintenance (8/13)

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

4.2.5 - Two wheel drive condition (2/04)

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

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. The Unit Manager or his/her representative must be contacted at least 1 day in advance to schedule the conference.

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

The Purchaser is responsible for contacting the Muskegon Development Company prior to operating equipment in the vicinity of well heads or natural gas pipelines. The current contact is David Bell at 989-772-4900.

5.1.4 - Post-sale conference (10/16)

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

5.2.41 - Snowmobile trail protection (9/11)

There is a snowmobile trail within the sale area that 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. 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 only be crossed at right angles.

5.8 - Protection of Endangered Species

5.8.2 - Kirtland's warbler (2) (10/12)

This sale is adjacent to a young jack pine stand which is being used by an endangered species (Kirtland's Warbler). Due to the close proximity to occupied Kirtland's Warbler habitat, all operations are confined to August 16 through May 1 for this sale. Absolutely no operations will be allowed the remainder of the year.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (2/10)

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

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 create habitat for the endangered Kirtland's warbler. This sale is already scheduled for planting.

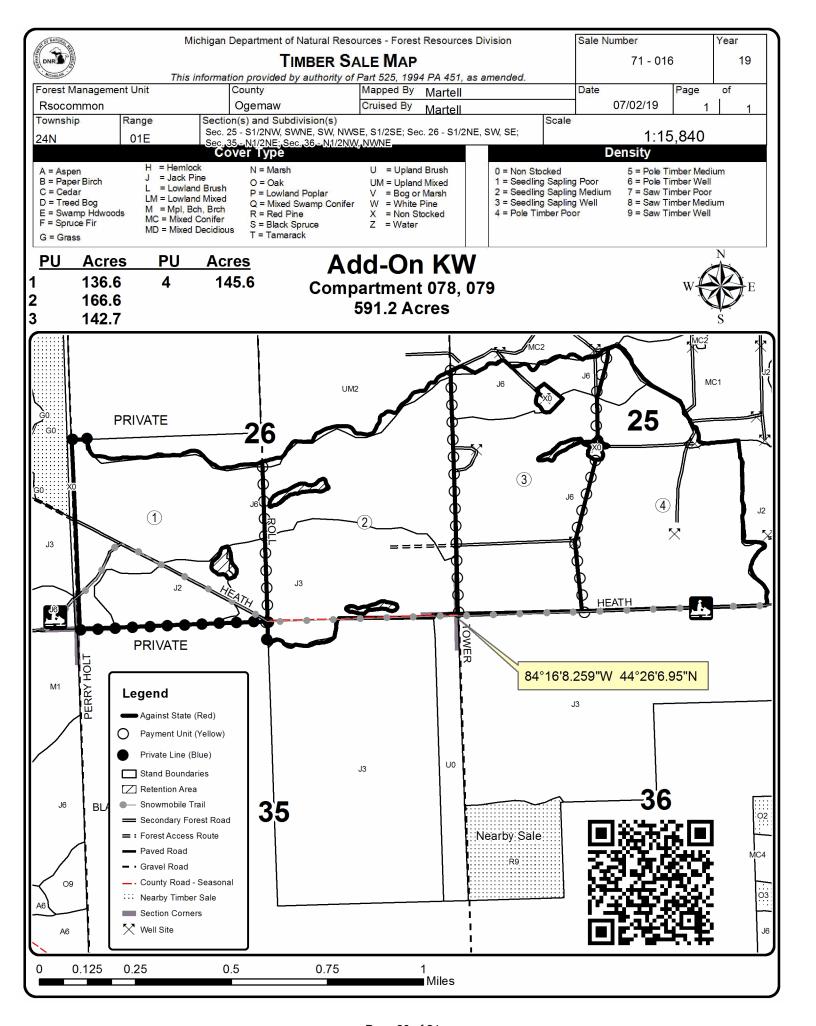
8 - Performance and Settlement

8.3 - Uncompleted or Terminated Contracts

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

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

Section Name: Sale Specific Current as of 10/24/2019 4:23:41PM



BID FORM

ROSCOMMON MANAGEMENT UNIT ROSCOMMON OFFICE

Maple Valley Medley (71-013-19)

T22N, R02W, SEC. 24; T22N, R02W, SEC. 25; T22N, R02W, SEC. 26; T22N,

In response to the notice of sale to be held 2:00 p.m. (local time) on December 11, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VOLUME*	<u>A</u> E	OVERTISED PRICE	BID PRICE/UNIT
Bl/R/Hybrid Oak	51.00 MBF	\$	128.00/MBF	\$
Jack Pine	26.00 MBF	\$	30.00/MBF	\$
Mixed Aspen	129.70 MBF	\$	73.00/MBF	\$
Red Pine	7.40 MBF	\$	118.00/MBF	\$
White Oak	6.90 MBF	\$	118.00/MBF	\$
White Pine	10.20 MBF	\$	54.00/MBF	\$
Pulpwood				
Balsam Fir	7.00 Cords	\$	28.80/Cord	\$
Jack Pine	805.00 Cords	\$	13.95/Cord	\$
Misc. Species 1	131.00 Cords	\$	7.50/Cord	\$
Mixed Aspen	1,152.00 Cords	\$	30.15/Cord	\$
Mixed Hardwood	95.00 Cords	\$	20.40/Cord	\$
Mixed Oak	242.00 Cords	\$	18.30/Cord	\$
Red Pine	10.00 Cords	\$	43.20/Cord	\$
White Pine	27.00 Cords	\$	21.70/Cord	\$
I				

^{*}These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:			
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:					
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN	THE ABOVE BOX.		
ndividual	dividual or company representative's signature: Date:					
Phone number : Email (optional):						

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	Please Check Appropriate Categories:					
1.	 My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 					
2.	 A. \[\] I certify my business is a sole proprietorship and it has no Worker's Compensation Laws. B. \[\] I certify my business has satisfied its o bligation to the Worker's Country (BWC-337, Rev. 5/96). I will provide a copy of the questions or a copy of the BWC-337, please call the Worker's Compensation Policy one (21) days of the contract award. 	rker's Compensation Act through the use of an approved Notice of the Notice of Exclusion within 21 days of the contract award. (For ker's Compensation Bureau at 517-322-1195). I will provide an original Certificate of Insurance within twenty- e the number of both full-time and part-time employees, other				
	Full-time Employees	Part-time Employees				
Nam	ame of Business	Federal ID (or) Social Security No.				
Add	ddress	Telephone ()				
City	ty State	ZIP				
in fa _	hereby certify that the above information is true and correct. factors affecting my coverage during any of my present and Signature of Owner or Authorized Representative	I agree to notify the Michigan DNR of any changes that occur future operations.				
T	Title	Date				

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

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

FEDERAL ID:

BID FORM

ROSCOMMON MANAGEMENT UNIT ROSCOMMON OFFICE

Add-On KW (71-016-19)

T24N, R01E, SEC. 25; T24N, R01E, SEC. 26; T24N, R01E, SEC. 35; T24N, R01E,

In response to the notice of sale to be held 2:00 p.m. (local time) on December 11, 2019, 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.

<u> PRODUCTS & SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>A</u> [OVERTISED PRICE	BID PRICE/UNIT
Sawtimber				
Jack Pine	54.80 MBF	\$	30.00/MBF	\$
Northern Pin Oak	34.80 MBF	\$	128.00/MBF	\$
Red Pine	60.90 MBF	\$	118.00/MBF	\$
Pulpwood				
Black Cherry	25.00 Cords	\$	20.40/Cord	\$
Jack Pine	3,151.00 Cords	\$	13.95/Cord	\$
Northern Pin Oak	207.00 Cords	\$	18.30/Cord	\$
Red Pine	158.00 Cords	\$	43.20/Cord	\$

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

			0_00	""	
	Company or individ	ual bidding:			
	Company represen	tative's name:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLA	CE THE PERSONALIZED LABEL I	ROM YOUR PROSE	PECTUS IN THE ABOVE BOX.	_
Individual or company representative's signature:				Date:	
Phone number : En		mail (optional):			

or SOCIAL SECURITY NUMBER:

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

^{*}The volumes are statistically estimated within plus (+) or minus (-) 9.94 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY		
Sale Number (XX – XXX – XX – XX)		
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VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.					
•	All Information must be typed or printed except for written signatures.					
Ple	Please Check Appropriate Categories:					
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 					
2.	 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. 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. ☐ 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. 					
	than yourself, including family members and active partners. Full-time Employees	e the number of both full-time and part-time employees, other ers (if none, you must enter "0"). Part-time Employees				
Name of Business		Federal ID (or) Social Security No.				
Address		Telephone ()				
City	ty State	ZIP				
in f	nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and Signature of Owner or Authorized Representative	I agree to notify the Michigan DNR of any changes that occur future operations.				
Ī	Title	Date				

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

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