

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5905

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on June 6, 2017. LOCATION: NAUBINWAY FIELD OFFICE, PO BOX 287 US 2, NAUBINWAY, MI 49762.

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, SAULT STE MARIE MANAGEMENT UNIT, for certain timber on the following described lands:

Half Marathon Mix (45-103-16)

Mackinac County, Advertised Price \$93,585.05, 282.7 Acres, Paper Birch, Spruce/Fir/Tamarack.

SALE NOTE: 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.

Ralph Pine (45-114-16)

Chippewa County, Advertised Price \$39,015.35, 31.2 Acres, Jack Pine, Red Pine.

SALE NOTE: 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.

Pension Pine (45-118-16)

Mackinac County, Advertised Price \$56,910.05, 46.3 Acres, Red Pine.

SALE NOTE: Access may be through private land.

BID INSTRUCTIONS (VER. 09/02/2016):

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

Bids must be received by the Unit Manager, NAUBINWAY OFFICE, PO BOX 287 US 2, NAUBINWAY, MI 49762, no later than 3:00 p.m. (local time) on June 6, 2017. For further information concerning this sale, contact Karen Rodock at 906-477-6048 extension 2040.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (9/14)

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

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

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

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

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

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

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

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

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

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

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

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

KEITH CREAGH Director

TIMBER SALE INFORMATION

Half Marathon Mix (45-103-16)

Mackinac County (Advertised Price \$93,585.05)

SALE NOTE: 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 | ESTIMATED UNITS* | | ERTISED PRICE |
|--------------------|-----------------|------------------|----|---------------|
| Pulpwood | | | | |
| Balsam Fir | 454.00 | Cords | \$ | 15.35 / Cord |
| Balsam Poplar | 109.00 | Cords | \$ | 22.15 / Cord |
| Black Spruce | 1,207.00 | Cords | \$ | 29.15 / Cord |
| Mixed Aspen | 383.00 | Cords | \$ | 22.15 / Cord |
| Mixed Hardwood | 549.00 | Cords | \$ | 29.55 / Cord |
| Paper Birch | 692.00 | Cords | \$ | 17.90 / Cord |
| Tamarack | 45.00 | Cords | \$ | 14.30 / Cord |
| White Spruce | 387.00 | Cords | \$ | 29.15 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.22 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 \$7,487.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

Description of Timber by Payment Unit (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|----------------|----------|----------|-------|-------|-----------------|
| 1 | Balsam Fir | Pulpwood | 59.0 | Cords | 31.5 | \$8,112.20 |
| | Black Spruce | | 10.0 | Cords | | |
| | Mixed Aspen | | 27.0 | Cords | | |
| | Quaking Aspen | | 27.0 | Cords | | |
| | Paper Birch | | 164.0 | Cords | | |
| | White Spruce | | 116.0 | Cords | | |
| 2 | Balsam Fir | Pulpwood | 135.0 | Cords | 67.7 | \$17,944.00 |
| | Balsam Poplar | | 24.0 | Cords | | |
| | Black Spruce | | 112.0 | Cords | | |
| | Mixed Aspen | | 132.0 | Cords | | |
| | B. T. Aspen | | 27.0 | Cords | | |
| | Quaking Aspen | | 105.0 | Cords | | |
| | Mixed Hardwood | | 56.0 | Cords | | |
| | Red Maple | | 56.0 | Cords | | |
| | Paper Birch | | 98.0 | Cords | | |
| | White Spruce | | 197.0 | Cords | | |
| 3 | Balsam Fir | Pulpwood | 14.0 | Cords | 10.0 | \$5,197.60 |
| | Black Spruce | | 33.0 | Cords | | |
| | Mixed Aspen | | 34.0 | Cords | | |
| | Quaking Aspen | | 34.0 | Cords | | |
| | Mixed Hardwood | | 71.0 | Cords | | |
| | Red Maple | | 71.0 | Cords | | |
| | Paper Birch | | 23.0 | Cords | | |
| | White Spruce | | 26.0 | Cords | | |
| 4 | Balsam Fir | Pulpwood | 8.0 | Cords | 18.0 | \$4,422.35 |
| | Black Spruce | | 84.0 | Cords | | |
| | Mixed Aspen | | 4.0 | Cords | | |
| | Quaking Aspen | | 4.0 | Cords | | |
| | Mixed Hardwood | | 29.0 | Cords | | |
| | Red Maple | | 29.0 | Cords | | |
| | Paper Birch | | 37.0 | Cords | | |
| | Tamarack | | 17.0 | Cords | | |
| 5 | Balsam Fir | Pulpwood | 54.0 | Cords | 33.3 | \$14,603.65 |
| | Black Spruce | | 330.0 | Cords | | |
| | Mixed Aspen | | 19.0 | Cords | | |
| | Quaking Aspen | | 19.0 | Cords | | |
| | Mixed Hardwood | | 68.0 | Cords | | |
| | Black Cherry | | 3.0 | Cords | | |
| | Red Maple | | 65.0 | Cords | | |
| | Paper Birch | | 74.0 | Cords | | |
| | Tamarack | | 28.0 | Cords | | |
| 6 | Balsam Fir | Pulpwood | 101.0 | Cords | 36.5 | \$17,850.90 |
| | Black Spruce | | 325.0 | Cords | | |
| | Mixed Aspen | | 116.0 | Cords | | |
| | B. T. Aspen | | 14.0 | Cords | | |
| | Quaking Aspen | | 102.0 | Cords | | |
| | Mixed Hardwood | | 52.0 | Cords | | |
| | Black Cherry | | 3.0 | Cords | | |
| | Red Maple | | 49.0 | Cords | | |
| | Paper Birch | | 152.0 | Cords | | |
| 7 | Mixed Hardwood | Pulpwood | 15.0 | Cords | 4.8 | \$443.25 |
| | Black Cherry | | 1.0 | Cords | | |
| | Red Maple | | 13.0 | Cords | | |
| | Sugar Maple | | 1.0 | Cords | | |
| 8 | Balsam Fir | Pulpwood | 21.0 | Cords | 38.0 | \$10,696.00 |
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Description of Timber by Payment Unit (PU), con't

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|----------------|----------|----------|-------|-------|-----------------|
| | Black Spruce | | 107.0 | Cords | | |
| | Mixed Aspen | | 30.0 | Cords | | |
| | B. T. Aspen | | 16.0 | Cords | | |
| | Quaking Aspen | | 14.0 | Cords | | |
| | Mixed Hardwood | | 139.0 | Cords | | |
| | Red Maple | | 125.0 | Cords | | |
| | Yellow Birch | | 14.0 | Cords | | |
| | Paper Birch | | 52.0 | Cords | | |
| | White Spruce | | 35.0 | Cords | | |
| 9 | Balsam Fir | Pulpwood | 62.0 | Cords | 42.9 | \$14,315.10 |
| | Balsam Poplar | | 61.0 | Cords | | |
| | Black Spruce | | 206.0 | Cords | | |
| | Mixed Aspen | | 21.0 | Cords | | |
| | B. T. Aspen | | 15.0 | Cords | | |
| | Quaking Aspen | | 6.0 | Cords | | |
| | Mixed Hardwood | | 119.0 | Cords | | |
| | Black Cherry | | 7.0 | Cords | | |
| | Red Maple | | 64.0 | Cords | | |
| | Yellow Birch | | 48.0 | Cords | | |
| | Paper Birch | | 92.0 | Cords | | |
| | White Spruce | | 13.0 | Cords | | |
| | | TOTAL: | 3,826.0 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: Half Marathon Mix Sale Number: 45-103-16 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red, blue, and yellow paint. The exterior sale boundary against state land is marked with red paint. The exterior sale boundary against private land is marked with blue paint. Interior Payment Unit lines are marked with yellow 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, 2, 3, 4, 5, 6, 8 and 9, cut all deciduous trees that are two (2) inches or more at DBH and all coniferous trees that are four (4) inches or more at DBH. In addition, within Payment Units 2, 3, 4, 5, 6, 8 and 9 leave one healthy, mature representative tree, spaced approximately every 75 feet.

Exceptions: In Payment Unit 1, do not cut any green marked trees. In Payment Units 8 and 9, do not cut any cedar, hemlock or yellow birch.

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

Within Payment Unit(s) 7, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1, 2, 5, 6, 8 and 9 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

4.1.7 - 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. 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: During periods of sale activity, routine maintenance on the Giddings Road is required. The road must be maintained and graded to the satisfaction of the sale administrator. 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 on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing, skid trails and road locations, etc. 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 (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 3 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 7, unless changed by written agreement, cutting and skidding are not permitted during the period of May 1 to June 30. This restriction is because of bark slippage.

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

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on Dinky Line prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted approximately 200 feet from entering (both ends) the portion of trail shared with timber hauling to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The snowmobile trail is located south of the sale area. The Purchaser will provide these signs.

7 - Other Conditions

7.3 - Contract Modifications

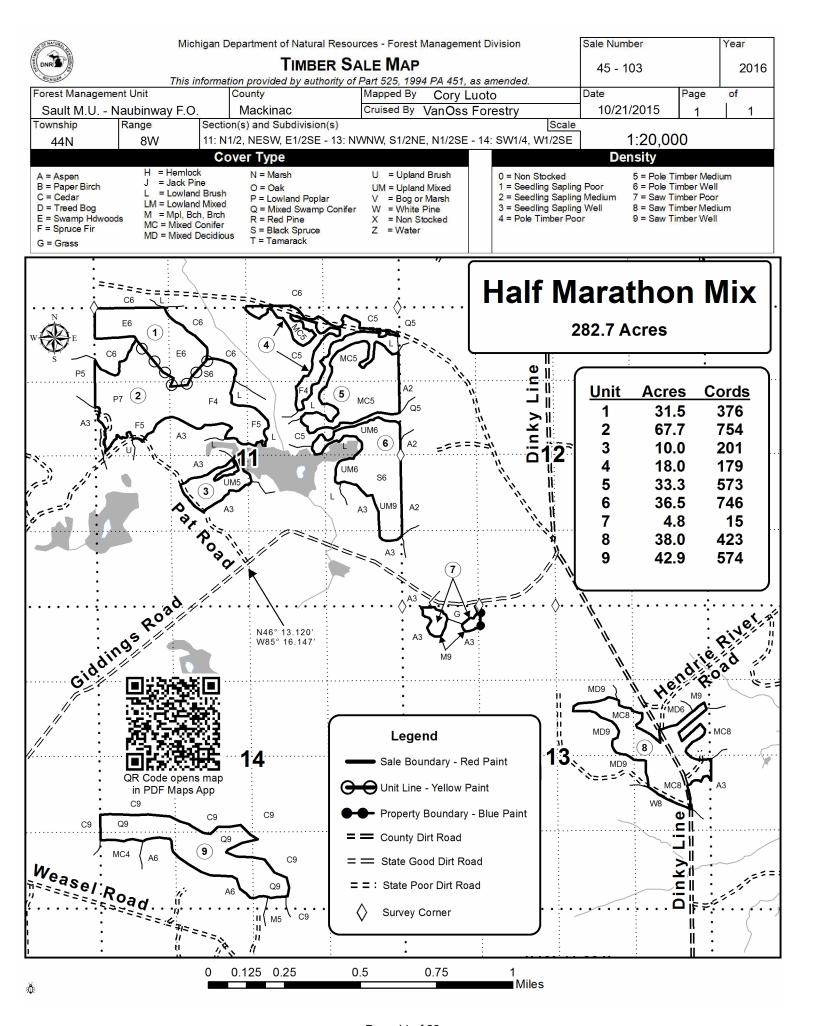
7.3.1 - Emerald Ash Borer

7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

There is no ash or "firewood" in this sale, but it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets

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TIMBER SALE INFORMATION

Ralph Pine (45-114-16)

Chippewa County (Advertised Price \$39,015.35)

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

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | <u>ADV</u> | ADVERTISED PRICE | |
|--------------------|-------------------------|------------|------------------|--|
| Pulpwood | | | | |
| Jack Pine | 7.00 Cords | \$ | 44.75 / Cord | |
| Red Pine | 474.00 Cords | \$ | 81.65 / Cord | |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 6.86 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 \$3,121.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2019.

Description of Timber by Payment Unit (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|--------|-----------------------|----------|--------------|----------------|-------|-----------------|
| 1 | Jack Pine Red Pine | Pulpwood | 7.0 474.0 | Cords Cords | 31.2 | \$39,015.35 |
| TOTAL: | | | 481.0 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: Ralph Pine Sale Number: 45-114-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

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

Within Payment Unit(s) 1, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows for cutting are every third row. Begin cutting with the third row in from the outside of the plantation, then continue every third row. It shall be the responsibility of the producer to maintain the third row sequence.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 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

4.1.12 - 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

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 3 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 12/1 to 3/31. This restriction is due to snowmobile trail considerations.

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 Huckleberry Road prior to beginning operations. The road must be posted 200 feet 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

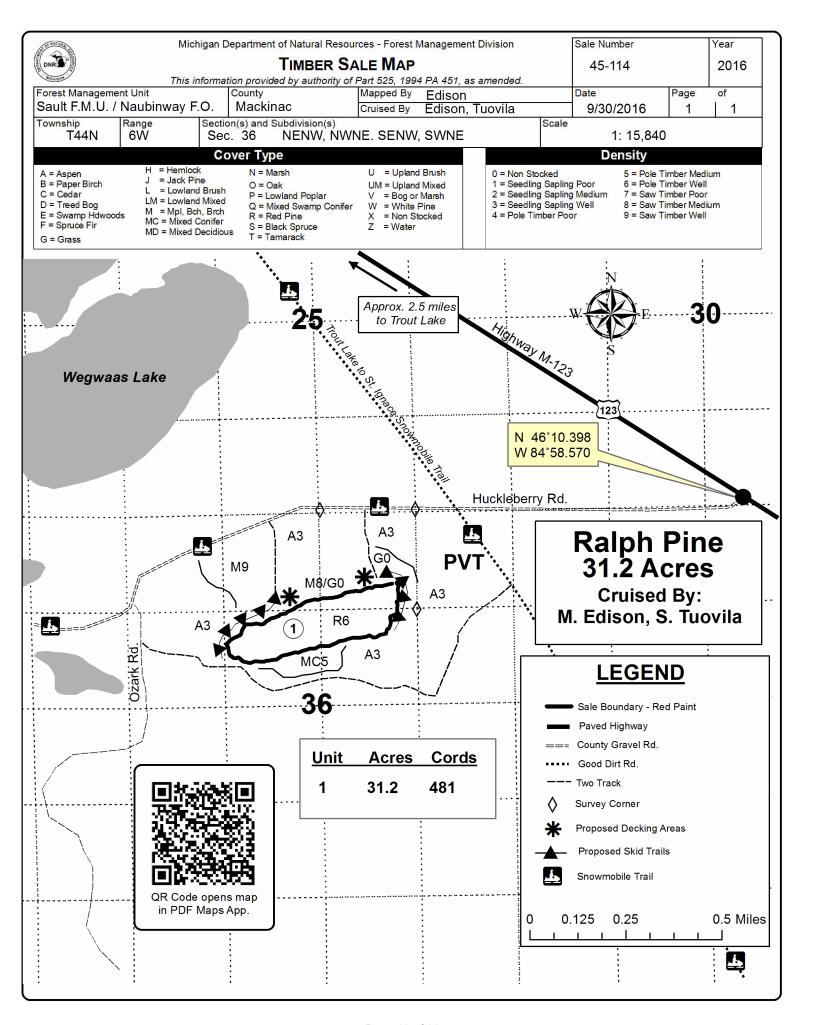
7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.1 - Emerald ash borer, no ash or firewood on sale (2/05)

There is no ash or "firewood" in this sale, but it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 5/3/2017 10:44:43AM



TIMBER SALE INFORMATION

Pension Pine (45-118-16)

Mackinac County (Advertised Price \$56,910.05)

SALE NOTE: Access may be through private land.

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

PRODUCTS & SPECIES ESTIMATED UNITS* ADVERTISED PRICE

Pulpwood

Red Pine 697.00 Cords \$ 81.65 / Cord

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$4,553.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2019.

Description of Timber by Payment Unit (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|--------|--------------|----------|----------|-------|-------|-----------------|
| 1 | Red Pine | Pulpwood | 343.0 | Cords | 22.8 | \$28,005.95 |
| 2 | Red Pine | Pulpwood | 354.0 | Cords | 23.5 | \$28,904.10 |
| TOTAL: | | | 697.0 | Cords | | |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 12.18 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.

Sale Specific Conditions & Requirements

Sale Name: Pension Pine Sale Number: 45-118-16 Seq#: 2

1 - Sale Area

12 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked with red paint. The exterior sale boundary is marked is marked with red paint and is against state land. The interior Payment Unit boundary line is 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

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

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

2.2 - Utilization

2.2.4 - Skidding length (2/14)

Within Payment Units 1 and 2, 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 General Condition & Requirement 3.4 - Damaged Timber, all of the remaining wood must be skid in lengths less than 17 feet.

4 - Transportation

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. The Purchaser must agree to the private land-owner's conditions for use of the private land to access the sale. Contact the DNR Unit Manager or his/her representative for the private land-owner contact information.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 3 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

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

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.

7 - Other Conditions

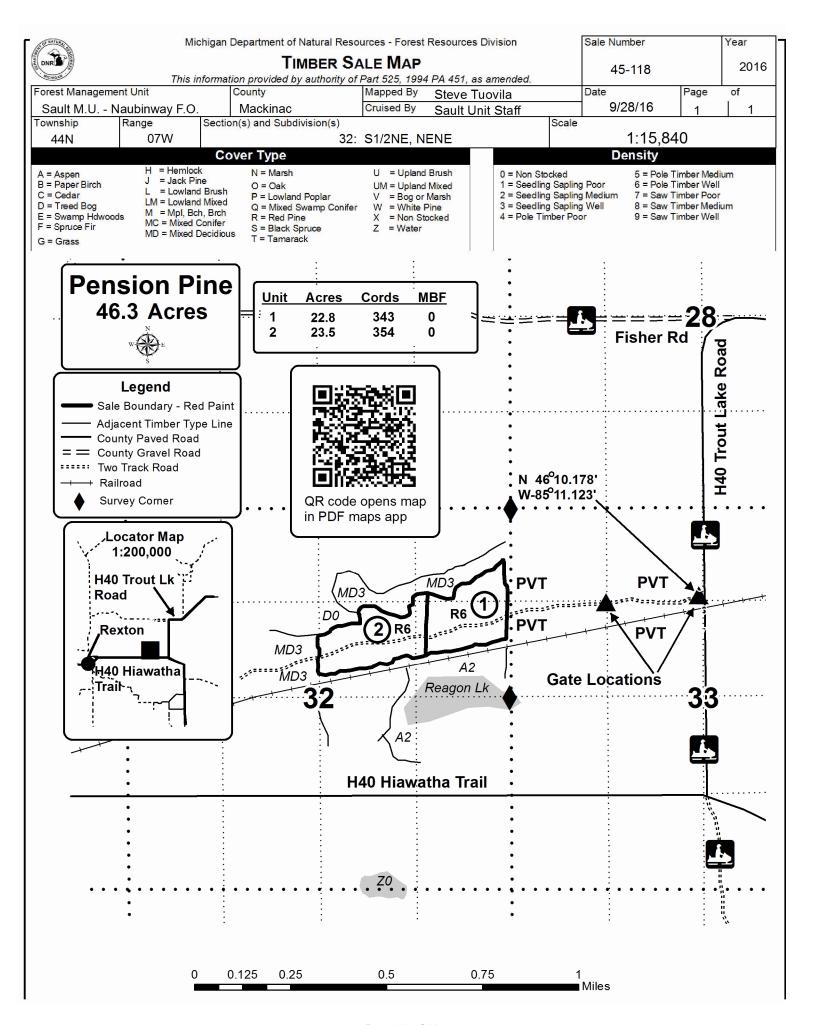
7.3 - Contract Modifications

7.3.1 - Emerald Ash Borer

7.3.1.2 - Emerald ash borer, ash or firewood on sale (2/05)

There is ash and/or "firewood" in this sale and it is located within an emerald ash borer quarantined area. The Director of the Michigan Department of Agriculture (MDA) by the authority of Act No. 72 of the Public Acts of 1945, as amended, and Quarantine Regulation No. 620, has promulgated this quarantine to prevent the further spread of this pest and sets forth: definitions, regulated articles, regulated areas, conditions of movement, violations and penalties, and special exemptions. The Purchaser must comply with this quarantine. Contact the MDA for further information.

Section Name: Sale Specific Current as of 5/3/2017 10:53:29AM



FEDERAL ID:

BID

SAULT STE MARIE MANAGEMENT UNIT NAUBINWAY OFFICE

Half Marathon Mix (45-103-16) ; Mackinac COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on June 6, 2017, 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.

| ESTIMATED | VOLUME* | ADVERTISED PRICE | | BID PRICE |
|------------------|---|--|--|---|
| | | | | |
| 454.00 | Cords | \$ | 15.35/Cord | \$ |
| 109.00 | Cords | \$ | 22.15/Cord | \$ |
| 1,207.00 | Cords | \$ | 29.15/Cord | \$ |
| 383.00 | Cords | \$ | 22.15/Cord | \$ |
| 549.00 | Cords | \$ | 29.55/Cord | \$ |
| 692.00 | Cords | \$ | 17.90/Cord | \$ |
| 45.00 | Cords | \$ | 14.30/Cord | \$ |
| 387.00 | Cords | \$ | 29.15/Cord | \$ |
| | 454.00 109.00 1,207.00 383.00 549.00 692.00 45.00 | 454.00 Cords 109.00 Cords 1,207.00 Cords 383.00 Cords 549.00 Cords 692.00 Cords 45.00 Cords 387.00 Cords | 454.00 Cords \$ 109.00 Cords \$ 1,207.00 Cords \$ 383.00 Cords \$ 549.00 Cords \$ 692.00 Cords \$ 45.00 Cords \$ | 454.00 Cords \$ 15.35/Cord 109.00 Cords \$ 22.15/Cord 1,207.00 Cords \$ 29.15/Cord 383.00 Cords \$ 22.15/Cord 549.00 Cords \$ 29.55/Cord 692.00 Cords \$ 17.90/Cord 45.00 Cords \$ 14.30/Cord |

*The volumes are statistically estimated within plus (+) or minus (-) 9.22 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.

| | | · | _ | | | |
|---|---|---------------|---------------|--|--|--|
| | 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. | | | | | | |
| Individual | dividual or company representative's signature: Date: | | | | | |
| Phone nu | one number : Email (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



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 s | All Information must be typed or printed except for written signatures. | | | | |
| Ple | lease 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. | You must check one 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. 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. | | | | | |
| 0. | than yourself, including family members and active partne | e the number of both full-time and part-time employees, other ers (if none, you must enter "0"). Part-time Employees | | | | |
| Nan | ame of Business | Federal ID (or) Social Security No. | | | | |
| Add | Idress | 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)

TIMBER SALE / SEALED BID FORM

BID

SAULT STE MARIE MANAGEMENT UNIT NAUBINWAY OFFICE

Ralph Pine (45-114-16); Chippewa COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on June 6, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | ESTIMATED VOLUME* | ADVERTISED PRICE | | BID PRICE |
|--------------------|-------------------|------------------|------------|-----------|
| Pulpwood | | | | |
| Jack Pine | 7.00 Cords | \$ | 44.75/Cord | \$ |
| Red Pine | 474.00 Cords | \$ | 81.65/Cord | \$ |

FEDERAL ID: - or SOCIAL SECURITY NUMBER: - -

*The volumes are statistically estimated within plus (+) or minus (-) 6.86 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.

| | Company or individual bidding: | | | |
|------------|-------------------------------------|--------------------|----------------------|----------------|
| | Company representative's name: | | | |
| | Address: | | | |
| | City: | State: | Zip: | |
| - AVAIL | ABLE, PLEASE PLACE THE PERSO | NALIZED LABEL FROM | YOUR PROSPECTUS IN T | THE ABOVE BOX. |
| ndividual | or company representative's signatu | re: | | Date: |
| hone nu | mber: | Email (c | ptional): | |

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



Title

Michigan Department of Natural Resources Forest Resources Division

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

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

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

| | Part 5 of Act 451 of 1994, as ame | | iu . | | |
|-------|---|------------------|-------------------------|--|--|
| VE | RIFICATION OF WORKER'S DISABILITY C | OMPENSATI | ON ACT COMPLI | ANCE | |
| • | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. | | | | |
| • | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted with twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. | | | | |
| • | All Information must be typed or printed exce | pt for written | signatures. | | |
| Ple | ease Check Appropriate Categories: | | | | |
| 1. | My business is organized as (you must che | ck one of the | boxes below): | | |
| | A. ☐ Sole Proprietorship (individual) | | | | |
| | B. Partnership | | | | |
| | C. Corporation | | | | |
| 2. | You must check <u>one</u> of the boxes below: | | | | |
| | A. I certify my business is a sole proprietorshi Worker's Compensation Laws. | ip and it has no | employees but the s | ole proprietor. I am not subject to the | |
| | B. I certify my business has satisfied its o bligation (BWC-337, Rev. 5/96). I will proquestions or a copy of the BWC-337, please | ovide a copy of | the Notice of Exclusi | on within 21 days of the contract award. (For | |
| | C. I certify my business has a Worker's Compone (21) days of the contract award. | ensation Policy | v. I will provide an or | iginal Certificate of Insurance within twenty- | |
| 3. | If you have checked item 2(A) or 2(B), you than yourself, including family members and | | | | |
| | Full-time Employ | /AAS | | Part-time Employees | |
| | r un une Employ | ,003 | | r art time Employees | |
| Nam | ne of Business | | Federal ID (or) Socia | Security No. | |
| Add | ress | | Telephone | | |
| | | | () | | |
| City | State | е | ZIP | | |
| | ereby certify that the above information is true actors affecting my coverage during any of my | | | e Michigan DNR of any changes that occur | |
| 11 10 | actors affecting my coverage during any or my | y present and | ruture operations. | | |
| | | | | | |
| S | Signature of Owner or Authorized Representative | | | | |

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

Date

TIMBER SALE / SEALED BID FORM

BID

SAULT STE MARIE MANAGEMENT UNIT NAUBINWAY OFFICE

Pension Pine (45-118-16)

| | , iviack | kinac CO | UNIY | | |
|--|---|------------|-----------------------|-----------------------------|--------|
| | e to be held 3:00 p.m. (local time) on Joe cut. Bids for individual species mu | | | | |
| PRODUCTS & SPECIES | ESTIMATED VOLUME* | <u>A</u> [| VERTISED PRICE | BID PRICE | |
| Pulpwood | 007.00 Oarda | | 04.05.0 | Φ. | |
| Red Pine | 697.00 Cords | \$ | 81.65/Cord | \$ | |
| - | stimated within plus (+) or minus (-) 12 ders are urged to examine this timber a | • | | | ubject |
| _ | may be rejected. All bids must be sig | | | | |
| _ | consideration and awarding a contrac | | pased upon my past pe | rformance and ability to co | mplete |
| the contract based upon equipm | nent and staffing subject to my control | - | | | |
| | | | | | |
| FEDERAL ID: | or SOCIAL SEC | CURITY | NUMBER: | | |
| Company or individua | al bidding: | | | | |
| Company representa | tive's name: | | | | |
| | | | | | |
| | | | | | |
| City: | State: | _ Zip:_ | | | |
| IF AVAILABLE, PLEASE PLAC | E THE PERSONALIZED LABEL FRO | M YOUF | PROSPECTUS IN TH | E ABOVE BOX. | |
| | tativo's signaturo: | | | Date: | |
| Individual or company represen | lalive 5 Signalure | | | | |
| Individual or company represen Phone number : | Email | | | | |
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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. | | | | |
| PΙε | ase 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 | | | | |
| You must check one 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. 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. | | | | |
| 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"). Full-time EmployeesPart-time Employees | | | | |
| Nan | e of Business Federal ID (or) Social Security No. | | | | |
| Add | Telephone () | | | | |
| City | State ZIP | | | | |
| in f | ereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur actors affecting my coverage during any of my present and future operations. | | | | |
| ξ | signature of Owner or Authorized Representative | | | | |
| ī | itle Date | | | | |

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

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