

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6032

<u>SCHEDULED SALE DATE AND TIME:</u> 3:00 p.m. (local time) on January 22, 2018. <u>LOCATION:</u> MANTON FIELD OFFICE, 521 N MICHIGAN, MANTON, MI 49663.

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

<u>Nelson Mix</u> (63-025-17) Missaukee County, Advertised Price \$37,009.35, 71.6 Acres, Aspen, Hardwood.

Corner Pocket Pine (63-029-17)

Missaukee County, Advertised Price \$69,592.95, 91.7 Acres, Red Oak, Red Pine.

SALE NOTE: This sale must be processed at the landing. All slash must be removed from the sale area to the landing. Chipping is requested, but not required. If chipping does not occur, slash must be left in proper piles in locations approved by the sale administrator.

Redjacket Pine (63-031-17)

Missaukee County, Advertised Price \$32,451.35, 40.5 Acres, Jack Pine, Red Pine.

SALE NOTE: Access may be through private land.

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

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

Bids must be received by the Unit Manager, MANTON OFFICE, 521 N MICHIGAN, MANTON, MI 49663, no later than 3:00 p.m. (local time) on January 22, 2018. For further information concerning this sale, contact Joe Ventimglia at 231-824-3591 extension 11.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (11/17)

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

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

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

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

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

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

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

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

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

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

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

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

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

b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.

d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

KEITH CREAGH Director

TIMBER SALE INFORMATION

Nelson Mix (63-025-17)

Missaukee County (Advertised Price \$37,009.35)

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:

ESTIMATED UNITS*		<u>AD∖</u>	/ERTISED PRICE
22.80	MBF	\$	134.00 / MBF
37.20	MBF	\$	140.00 / MBF
16.80	MBF	\$	239.00 / MBF
5.70	MBF	\$	115.00 / MBF
23.00	MBF	\$	59.00 / MBF
17.50	MBF	\$	65.00 / MBF
308.00	Cords	\$	18.15 / Cord
9.00	Cords	\$	19.80 / Cord
578.00	Cords	\$	19.80 / Cord
54.00	Cords	\$	18.40 / Cord
13.00	Cords	\$	42.75 / Cord
94.00	Cords	\$	13.80 / Cord
96.00	Cords	\$	15.85 / Cord
	22.80 37.20 16.80 5.70 23.00 17.50 308.00 9.00 578.00 54.00 13.00 94.00	22.80 MBF 37.20 MBF 16.80 MBF 5.70 MBF 23.00 MBF 17.50 MBF 308.00 Cords 9.00 Cords 578.00 Cords 54.00 Cords 13.00 Cords 94.00 Cords	22.80 MBF \$ 37.20 MBF \$ 16.80 MBF \$ 16.80 MBF \$ 23.00 MBF \$ 23.00 MBF \$ 17.50 MBF \$ 308.00 Cords \$ 9.00 Cords \$ 578.00 Cords \$ 54.00 Cords \$ 94.00 Cords \$

* The total volume is statistically estimated within plus (+) or minus (-) 9.29 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,850.00 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 03/31/2020.

Description	of Timber b	y Payment Unit (PU)	
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PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	16.9	MBF	62.9	\$32,296.75
	Red Maple		35.2	MBF		
	Red Oak		14.9	MBF		
	Red Pine		4.5	MBF		
	White Oak		18.8	MBF		
	White Pine		16.7	MBF		
	B. T. Aspen	Pulpwood	239.0	Cords		
	Black Cherry		6.0	Cords		
	Red Maple		545.0	Cords		
	Red Oak		49.0	Cords		
	Red Pine		9.0	Cords		
	White Oak		78.0	Cords		
	White Pine		77.0	Cords		
2	B. T. Aspen	Sawtimber	5.9	MBF	8.7	\$4,712.60
	Red Maple		2.0	MBF		
	Red Oak		1.9	MBF		
	Red Pine		1.2	MBF		
	White Oak		4.2	MBF		
	White Pine		0.8	MBF		
	B. T. Aspen	Pulpwood	69.0	Cords		
	Black Cherry		3.0	Cords		
	Red Maple		33.0	Cords		
	Red Oak		5.0	Cords		
	Red Pine		4.0	Cords		
	White Oak		16.0	Cords		
	White Pine		19.0	Cords		
		TOTAL:	123.0	MBF		
		TOTAL:	1,152.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Nelson Mix

Sale Number: 63-025-17 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by red 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) 1 and 2, cut all aspen, red maple and jack pine trees that are two (2) inches or more at DBH, except do not cut any trees marked with green paint. In addition, all oak and black cherry trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also, cut all red pine and white pine that are greater than 10 inches at DBH.

2.2 - Utilization

2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited.

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.

- 3.4 Damaged Timber
 - 3.4.1 Damaged timber (6/14)

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

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

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

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

4.1.12 - No new roads (1/12)

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

4.2 - Maintenance

4.2.3 - Road maintenance (8/13)

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

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)No slash or tree tops may exceed 24 inches in height.

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction (4/17)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.4 - Dead and Down Creation

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

To encourage grouse and other wildlife, in Payment Unit(s) 1 and 2, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres, and at least six (6) large tops per acre. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

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.

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

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

5.2.41 - Snowmobile trail protection (9/11)

The Miss Kal is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. When the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. When 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. No decking of forest products will be permitted along the snowmobile trail.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

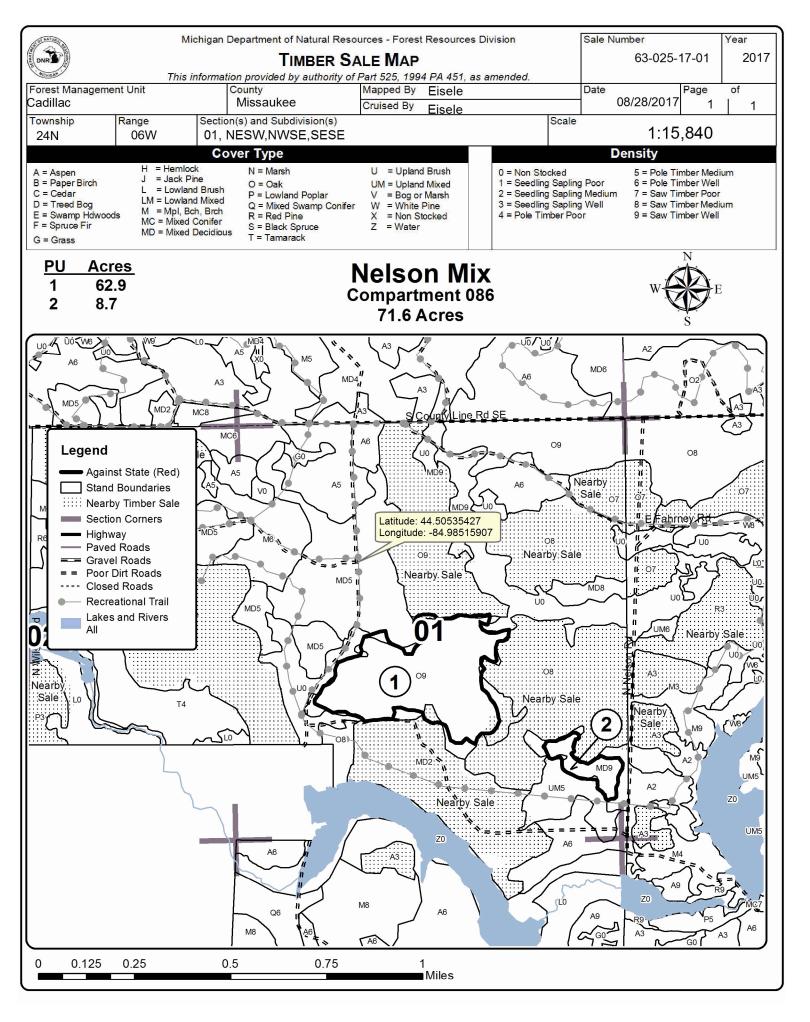
6 - Safety and Fire Prevention

6.2 - Signing

6.2.2 - Snowmobile trail posting (8/09)

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

suspended or completed. The Purchaser will provide these signs.



TIMBER SALE INFORMATION

Corner Pocket Pine (63-029-17)

Missaukee County (Advertised Price \$69,592.95)

SALE NOTE: This sale must be processed at the landing. All slash must be removed from the sale area to the landing. Chipping is requested, but not required. If chipping does not occur, slash must be left in proper piles in locations approved by the sale administrator.

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>	ERTISED PRICE
Sawtimber				
Red Oak	61.40	MBF	\$	191.00 / MBF
Red Pine	167.30	MBF	\$	92.00 / MBF
White Oak	10.90	MBF	\$	63.00 / MBF
Pulpwood				
Black Cherry	73.00	Cords	\$	15.85 / Cord
Jack Pine	2.00	Cords	\$	15.20 / Cord
Red Maple	20.00	Cords	\$	15.85 / Cord
Red Oak	172.00	Cords	\$	14.70 / Cord
Red Pine	1,079.00	Cords	\$	34.20 / Cord
White Oak	58.00	Cords	\$	14.70 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 15.65 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 \$3,480.00 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 03/31/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	61.4	MBF	91.7	\$69,592.95
	Red Pine		167.3	MBF		
	White Oak		10.9	MBF		
	Black Cherry	Pulpwood	73.0	Cords		
	Black Cherry	Sawtimber	3.3	MBF		
	Black Cherry	Pulpwood	66.0	Cords		
	Jack Pine		2.0	Cords		
	Red Maple		20.0	Cords		
	Red Maple	Sawtimber	3.3	MBF		
	Red Maple	Pulpwood	13.0	Cords		
	Red Oak		172.0	Cords		
	Red Pine		1,079.0	Cords		
	White Oak		58.0	Cords		
TOTAL: 239.6 MBF						
		TOTAL:	1,404.0	Cords		

Sale Specific Conditions & Requirements

Sale Number: 63-029-17 Seg#: 1

Sale Name: Corner Pocket Pine

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are one (1) inch or more at DBH. Large pockets of aspen regeneration are to be avoided. See related spec 3.4.1 - Damaged Timber.

2.2 - Utilization

2.2.2 - Chipping required (5/14)

Payment Unit 1 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped. 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 left. 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).

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.

2.2.8 - Utilization and removal (5/14)

All products meeting standards set forth in General Condition and Requirement 2.2 - Utilization must removed from the sale area. This is because the site needs to be prepared for planting operations.

2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, chips may not be stored or stockpiled on-site for more than 30 days.

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. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to 2 pockets of advanced aspen regeneration located within the sale area.

4 - Transportation

4.1 - Construction

4.1.7 - Road closure (10/11)

All new roads and skid trails 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. These roads must be rendered impassable to cars and trucks.

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.1.4 - Post-sale conference (10/16)

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

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction (4/17)

Within Payment Unit(s) lunless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

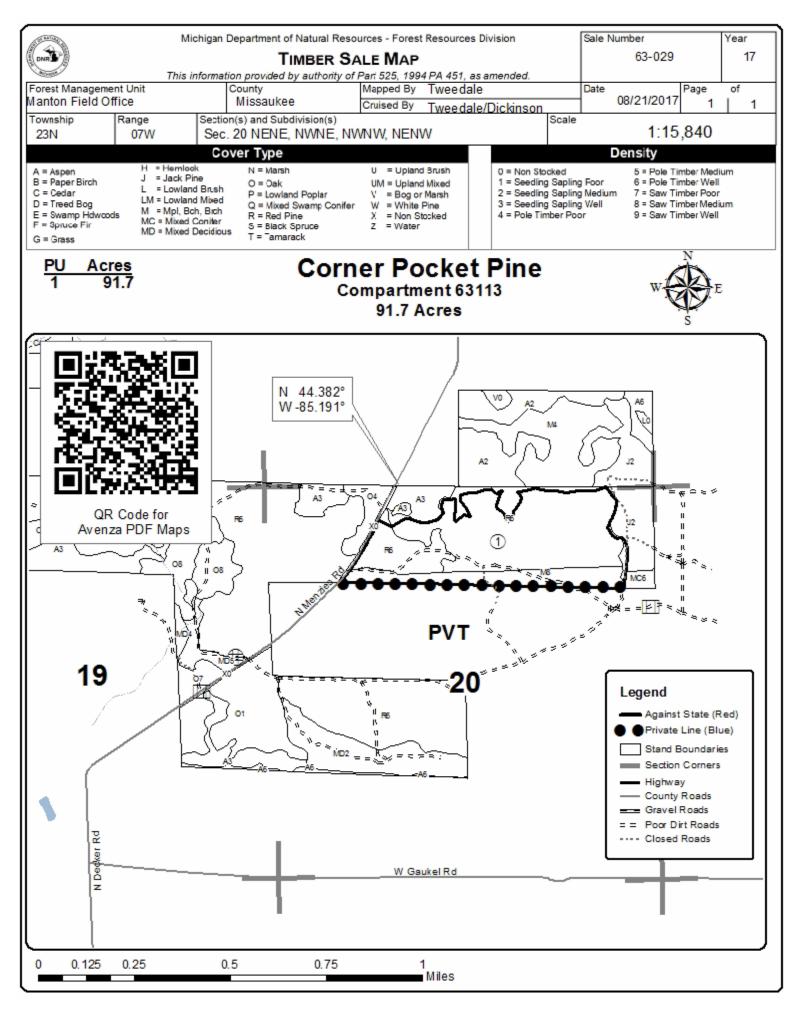
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on access roads and Decker Rd. 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.



TIMBER SALE INFORMATION

Redjacket Pine (63-031-17)

Missaukee County (Advertised Price \$32,451.35)

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	
Sawtimber				
Red Pine	228.00	MBF	\$	92.00 / MBF
White Pine	19.20	MBF	\$	70.00 / MBF
Pulpwood				
Jack Pine	257.00	Cords	\$	15.20 / Cord
Mixed Hardwood	11.00	Cords	\$	15.85 / Cord
Red Pine	170.00	Cords	\$	34.20 / Cord
White Pine	14.00	Cords	\$	16.90 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 15.16 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,623.00 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 03/31/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	White Pine	Sawtimber	0.8	MBF	18.8	\$4,076.35
	Jack Pine	Pulpwood	254.0	Cords		
	Jack Pine		254.0	Cords		
	Mixed Hardwood		9.0	Cords		
	Red Maple	Sawtimber	0.5	MBF		
	Black Cherry	Pulpwood	5.0	Cords		
	Red Maple		3.0	Cords		
	White Pine		1.0	Cords		
2	Red Pine	Sawtimber	228.0	MBF	21.7	\$28,375.00
	White Pine		18.4	MBF		
	Jack Pine	Pulpwood	3.0	Cords		
	Jack Pine	Sawtimber	0.7	MBF		
	Jack Pine	Pulpwood	2.0	Cords		
	Mixed Hardwood		2.0	Cords		
	Red Maple		2.0	Cords		
	Red Pine		170.0	Cords		
	White Pine		13.0	Cords		
		TOTAL:	247.2	MBF		
		TOTAL:	452.0	Cords		

Sale Name: Redjacket Pine

Sale Number: 63-031-17 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by red and blue 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, cut all trees that are five (5) inches or more at DBH, except do not cut oak or trees marked with green paint.

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

Within Payment Unit(s) 1, cut all trees which meet minimum piece specifications in 2.2 Utilization.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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

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.

4.4 - Access

4.4.1 - Private property access (3/11)Permission for access across private land into Payment Unit 1 is the responsibility of the Purchaser.

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 in a Payment Unit to determine landing and road locations. 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 (10/16)

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

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)No slash or tree tops may exceed 24 inches in height.

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction (4/17)

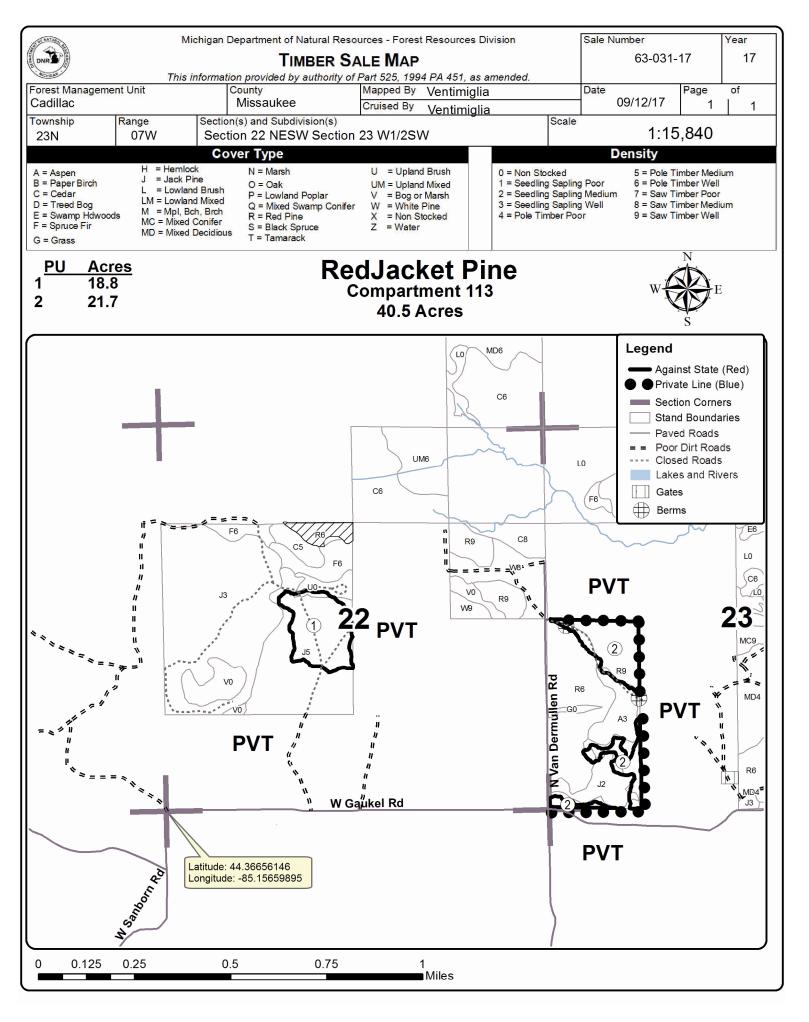
Within Payment Unit(s) 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps include completing all road brushing before April 15th, clearing a tree-length buffer along uncut oak cover before April 15th or leaving an uncut buffer there until after July 15th. This is necessary to reduce the spread of oak wilt. For more information, contact 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 logging access two tracks prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

Corner Pocket Pine (63-029-17) ; Missaukee COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on January 22, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRIC	E/UNIT
Red Oak	61.40	MBF	\$	191.00/MBF	\$	
Red Pine	167.30	MBF	\$	92.00/MBF	\$	
White Oak	10.90	MBF	\$	63.00/MBF	\$	
Pulpwood			,		-	
Black Cherry	73.00	Cords	\$	15.85/Cord	\$	
Jack Pine	2.00	Cords	\$	15.20/Cord	\$	
Red Maple	20.00	Cords	\$	15.85/Cord	\$	
Red Oak	172.00	Cords	\$	14.70/Cord	\$	
Red Pine	1,079.00	Cords	\$	34.20/Cord	\$	
White Oak	58.00	Cords	\$	14.70/Cord	\$	

*The volumes are statistically estimated within plus (+) or minus (-) 15.65 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:	··
Company or individual bidding:			-
Company representative's name:			
Address:			_
City:	State:	Zip:	_

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

Individual 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

AT OF NATURAL RE	Michigan Department of Natur Forest Resources Div		FOR DEPARTMENT USE ONLY
Wallo .	TIMBER SAL	F	Sale Number (XX – XXX – XX – XX)
"/CHIGAN	VERIFICATION OF WORKE	—	v
			Y Forest Management Unit:
	COMPENSATION ACT C	OMPLIANCE	
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	amended.	
VERIFI	CATION OF WORKER'S DISABILIT		ION ACT COMPLIANCE
	s verification must be completed and e contract.	submitted within 2	21 days of contract award and prior to the issuance of the timber
	addition, if boxes 2B or 2C are check enty-one (21) days of the contract awa		Exclusion or Certificate of Insurance must be submitted within issuance of the timber sale contract.
• All	Information must be typed or printed	except for written s	signatures.
Please	Check Appropriate Categories:		
1. My	business is organized as (you must	check one of the	boxes below):
A. [Sole Proprietorship (individual)		
В. [Partnership		
C. [Corporation		
2. You	u must check one of the boxes below	<i>w</i> .	
			employees but the sole proprietor. I am not subject to the
В. [I certify my business has satisfied its on Exclusion (BWC-337, Rev. 5/96). I with the second seco	Il provide a copy of	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).
C. [y. I will provide an original Certificate of Insurance within twenty-
	ou have checked item 2(A) or 2(B), n yourself, including family members		te the number of both full-time and part-time employees, other ers (if none, you must enter "0").
	Full-time En	nployees	Part-time Employees
Name of I	Business		Federal ID (or) Social Security No.
Address			Telephone
City		State	ZIP
l hereby	certify that the above information is	true and correct	I agree to notify the Michigan DNR of any changes that occur
	rs affecting my coverage during any o		
Signet	ture of Owner or Authorized Representative		
Signat	are of Owner of Authonized Representative		
Title			Date

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

Nelson Mix (63-025-17) ; Missaukee COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on January 22, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PROD Sawtin	UCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
	. T. Aspen	22.80	MBF	\$	134.00/MBF	\$
R	ed Maple	37.20	MBF	\$	140.00/MBF	\$
R	ed Oak	16.80	MBF	\$	239.00/MBF	\$
R	ed Pine	5.70	MBF	\$	115.00/MBF	\$
W	/hite Oak	23.00	MBF	\$	59.00/MBF	\$
l w	/hite Pine	17.50	MBF	\$	65.00/MBF	\$
Pulpw	bod					
B.	. T. Aspen	308.00	Cords	\$	18.15/Cord	\$
BI	ack Cherry	9.00	Cords	\$	19.80/Cord	\$
R	ed Maple	578.00	Cords	\$	19.80/Cord	\$
R	ed Oak	54.00	Cords	\$	18.40/Cord	\$
R	ed Pine	13.00	Cords	\$	42.75/Cord	\$
W	/hite Oak	94.00	Cords	\$	13.80/Cord	\$
W	/hite Pine	96.00	Cords	\$	15.85/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 9.29 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID: or SOCIAL SECURITY NUMBER:
Company or individual bidding:
Company representative's name:
Address:
City: State: Zip:

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

Individual or company representative's signature:

Phone number :_____ Email (optional):_____

_____ Date:_____

AT OF NATURA	Michigan Department of Natur Forest Resources Div		FOR DEPARTMENT USE ONLY					
BY DNR		F	Sale Number (XX – XXX – XX – XX)					
MCHIGA*								
			Forest Management Unit:					
		-						
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	s amended.						
	ICATION OF WORKER'S DISABILIT	TY COMPENSATION AC						
	is verification must be completed and le contract.	submitted within 21 days	of contract award and prior to the issuance of the timber					
	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.							
• AI	Information must be typed or printed	except for written signatu	res.					
Please	Check Appropriate Categories:							
1. M	/ business is organized as (you must	check one of the boxes	below):					
Α.	Sole Proprietorship (individual)							
	Partnership							
C.	Corporation							
2. Yo	ou must check one of the boxes below	V:						
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. 							
В.	I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I w	atisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).						
C.	I certify my business has a Worker's C one (21) days of the contract award.	Compensation Policy. I will	provide an original Certificate of Insurance within twenty-					
	you have checked item 2(A) or 2(B), an yourself, including family members		umber of both full-time and part-time employees, other one, you must enter "0").					
Full-time Empl		nployees	Part-time Employees					
Name of	Business	Federa	l ID (or) Social Security No.					
Address		Teleph	one					
		()					
City		State ZIP						
l heret	y certify that the above information is	true and correct. I agree	to notify the Michigan DNR of any changes that occur					
	rs affecting my coverage during any o							
Signature of Owner or Authorized Representative								
					Title			Date

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

Date:

Redjacket Pine (63-031-17) ; Missaukee COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on January 22, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	ESTIMATED VO	LUME* A	DVERTISED PRICE	BID PRICE/UNIT
Red Pine	228.00 ME	3F \$	92.00/MBF	\$
White Pine	19.20 ME	3F \$	70.00/MBF	\$
Pulpwood Jack Pine	257.00 Co	rds \$	15.20/Cord	\$
Mixed Hardwood	11.00 Co	rds \$	15.85/Cord	\$
Red Pine	170.00 Co	rds \$	34.20/Cord	\$
White Pine	14.00 Co	rds \$	16.90/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 15.16 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:	
Company or individual bidding:			_
Company representative's name:			-
Address:			_
City:	State:	Zip:	

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

Individual or company representative's signature:

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

AT OF NATURA	Michigan Department of Natur Forest Resources Div		FOR DEPARTMENT USE ONLY					
BY DNR		F	Sale Number (XX – XXX – XX – XX)					
MCHIGA*								
			Forest Management Unit:					
		-						
	As required by Act 317, P.A. 1969 (Work Part 5 of Act 451 of 1994, as	s amended.						
	ICATION OF WORKER'S DISABILIT	TY COMPENSATION AC						
	is verification must be completed and le contract.	submitted within 21 days	of contract award and prior to the issuance of the timber					
	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.							
• AI	Information must be typed or printed	except for written signatu	res.					
Please	Check Appropriate Categories:							
1. M	/ business is organized as (you must	check one of the boxes	below):					
Α.	Sole Proprietorship (individual)							
	Partnership							
C.	Corporation							
2. Yo	ou must check one of the boxes below	V:						
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. 							
В.	I certify my business has satisfied its of Exclusion (BWC-337, Rev. 5/96). I w	atisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).						
C.	I certify my business has a Worker's C one (21) days of the contract award.	Compensation Policy. I will	provide an original Certificate of Insurance within twenty-					
	you have checked item 2(A) or 2(B), an yourself, including family members		umber of both full-time and part-time employees, other one, you must enter "0").					
Full-time Empl		nployees	Part-time Employees					
Name of	Business	Federa	l ID (or) Social Security No.					
Address		Teleph	one					
		()					
City		State ZIP						
l heret	y certify that the above information is	true and correct. I agree	to notify the Michigan DNR of any changes that occur					
	rs affecting my coverage during any o							
Signature of Owner or Authorized Representative								
					Title			Date

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

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