

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6358

SCHEDULED SALE DATE AND TIME: 8:30 a.m. (local time) on February 20, 2019. LOCATION: CRYSTAL FALLS MGMT UNIT, 1420 US 2 WEST, CRYSTAL FALLS, MI 49920.

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

Jurassic Aspen Mix (12-007-18) / T41N, R29W, SEC. 27, NW,N1/2SW.

T41N, R29W, SEC. 34, SENW, S1/2NE, NESW, N1/2SE.

T41N, R29W, SEC. 35, SWNW, NWSW.

Dickinson County, Advertised Price \$46,064.05, 153.1 Acres, Aspen, Hardwood.

SALE NOTE: Payment Units 1-6 are limited to frozen ground conditions, unless changed by written agreement. Payment Units 1 & 2 are accessed partially along a ski trail, which must be posted with caution signs. Access to Payment Units 3-6 will require the installation of a short span bridge (see the Timber Sale Map for location); the DNR sale administrator will obtain a DEQ permit and the Purchaser will be required to install the bridge per DEQ specifications. Note that Payment Units 3-6 have difficult, rocky terrain. This sale has been reduced 25% after going no bid.

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.

Backtrack Mix (12-008-18) / T43N, R30W, SEC. 14, N1/2NW.

T43N, R30W, SEC. 24, E1/2NW,W1/2NE,NESW,NWSE.

Dickinson County, Advertised Price \$9,709.35, 46.0 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: The advertised price of this sale has been reduced, as it went No Bid on 10/17/18 on Prospectus #6253.

Extensive road work is required on this sale. The advertised price has been reduced by the estimate cost of this road work (\$1,000) to off-set the additional expense.

The best access into this sale is across private land (see spec 4.4.1).

Payment Units 1 and 2 must be harvested during frozen ground conditions, unless changed by written agreement (see spec 5.2.3.1).

Access may be through private land.

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

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

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US 2 West, Crystal Falls, MI 49920, no later than 8:30 a.m. (local time) on February 20, 2019. For further information concerning this sale, contact Dan McNamee at 906-875-6622.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (7/18)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

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

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER
Director

TIMBER SALE INFORMATION

<u>Jurassic Aspen Mix (12-007-18)</u>
T41N, R29W, SEC. 27; T41N, R29W, SEC. 34; T41N, R29W, SEC. 35.

Dickinson County (Advertised Price \$46,064.05)

SALE NOTE: Payment Units 1-6 are limited to frozen ground conditions, unless changed by written agreement. Payment Units 1 & 2 are accessed partially along a ski trail, which must be posted with caution signs. Access to Payment Units 3-6 will require the installation of a short span bridge (see the Timber Sale Map for location); the DNR sale administrator will obtain a DEQ permit and the Purchaser will be required to install the bridge per DEQ specifications. Note that Payment Units 3-6 have difficult, rocky terrain. This sale has been reduced 25% after going no bid.

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
Sawtimber				
Paper Birch	38.80	MBF	\$	37.00 / MBF
Red Maple	64.20	MBF	\$	65.00 / MBF
Sugar Maple	5.10	MBF	\$	183.00 / MBF
White Ash	4.50	MBF	\$	47.00 / MBF
Pulpwood				
Balsam Fir	159.00	Cords	\$	10.05 / Cord
Mixed Aspen	1,146.00	Cords	\$	19.95 / Cord
Mixed Hardwood	796.00	Cords	\$	10.55 / Cord
Paper Birch	454.00	Cords	\$	11.60 / Cord
White Spruce	98.00	Cords	\$	12.10 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 12.88 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 \$3,685.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	15.2%
02	15.6%
03	13.6%
04	25.5%
05	21.2%
06	8.9%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2021.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	7.4	MBF	27.5	\$7,009.95
	Red Maple		12.1	MBF		
	Sugar Maple		1.2	MBF		
	Balsam Fir	Pulpwood	21.0	Cords		
	Mixed Aspen		173.0	Cords		
	Mixed Hardwood		137.0	Cords		
	Paper Birch		38.0	Cords		
	White Spruce		15.0	Cords		
2	Paper Birch	Sawtimber	7.6	MBF	28.1	\$7,170.65
	Red Maple		12.3	MBF		
	Sugar Maple Balsam Fir	Pulpwood	1.3 21.0	MBF Cords		
	Mixed Aspen	Pulpwood	177.0	Cords		
	Mixed Hardwood		141.0	Cords		
	Paper Birch		38.0	Cords		
	White Spruce		15.0	Cords		
3	Paper Birch	Sawtimber	4.7	MBF	19.2	\$6,249.85
J	Red Maple	Cawumber	7.8	MBF	19.2	ψυ, ∠4 3.00
	Sugar Maple		0.5	MBF		
	White Ash		0.9	MBF		
	Balsam Fir	Pulpwood	23.0	Cords		
	Mixed Aspen		156.0	Cords		
	Mixed Hardwood		102.0	Cords		
	Paper Birch		74.0	Cords		
	White Spruce		13.0	Cords		
4	Paper Birch	Sawtimber	8.7	MBF	35.9	\$11,774.60
	Red Maple		14.7	MBF		
	Sugar Maple		1.0	MBF		
	White Ash		1.6	MBF		
	Balsam Fir	Pulpwood	43.0	Cords		
	Mixed Aspen		294.0	Cords		
	Mixed Hardwood		191.0	Cords		
	Paper Birch		140.0	Cords		
	White Spruce		25.0	Cords		
5	Paper Birch	Sawtimber	7.3	MBF	29.9	\$9,782.05
	Red Maple		12.2	MBF		
	Sugar Maple		0.8	MBF		
	White Ash		1.4	MBF		
	Balsam Fir	Pulpwood	36.0	Cords		
	Mixed Aspen		244.0	Cords		
	Mixed Hardwood		159.0	Cords		
	Paper Birch		116.0	Cords		
•	White Spruce	Caudiasts su	21.0	Cords	40.5	#4.070.0F
6	Paper Birch	Sawtimber	3.1	MBF	12.5	\$4,076.95
	Red Maple		5.1 0.3	MBF		
	Sugar Maple White Ash		0.3	MBF MBF		
	Balsam Fir	Pulpwood	0.6 15.0	Cords		
	Mixed Aspen	r uipwood	102.0	Cords		
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	Mixed Hardwood		66.0 48.0	1		
	Mixed Hardwood Paper Birch		48.0	Cords		
	Mixed Hardwood	TOTAL:		1		

Sale Specific Conditions & Requirements

Sale Name: Jurassic Aspen Mix Sale Number: 12-007-18 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-6, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut red pine, white pine, oak, cherry, hemlock, and cedar. In addition, within Payment Units 1 and 2, do not cut black ash. Also, within Payment Units 3-6, do not cut green marked trees.

4 - Transportation

4.1 - Construction

4.1.2 - Stream crossings, specific (3/11)

The drainage crossing on the east approach to Payment Units 3-6 will require the installation of a portable bridge which may be borrowed from the DNR. See the Timber Sale Map for location. This installation will be performed in accordance with the specifications on the appropriate permits which shall be provided by the DNR.

4.1.4 - Timber removed for construction (12/09)

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

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

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

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.4 - Access

4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

5 - Operations

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-6, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen ground conditions. This restriction is because of the wet ground.

5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his representative may cease such operations if sprouting occurs before the operation is complete.

5.2.32 - Decking/landing restoration (9/13)

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

5.2.40 - Pathway protection (10/10)

A portion of the haul route for Payment Units 1 and 2 is a ski trail, which is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. The haul route must be posted with caution signs if hauling occurs during snow-covered conditions. If hauling occurs during snow covered conditions then a 4" base of snow must be left on the 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.

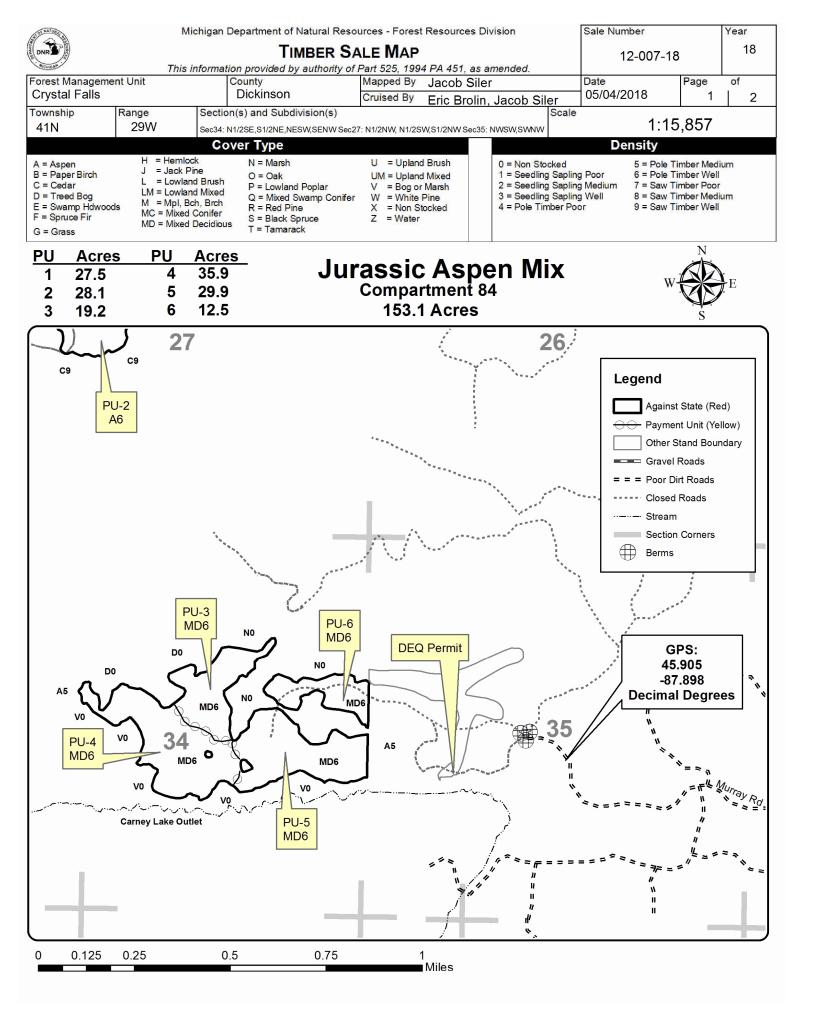
7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 9/5/2018 11:37:46AM



OF NATURAL DINGS NICHIGAN)	This i	informatio	epartment of Natural Resor TIMBER SA on provided by authority of the	LE MAP Part 525, 199	4 PA 451, as a	amended.	Sale Number 12-007-18		Year 18
Forest N	lanagemer I Falls			County Dickinson	Mapped By	Jacob Sile	r	Date 05/04/2018	Page 2	of
Townshi 41N		Range 29W	Real of Containing	(s) and Subdivision(s) 1/2SE,S1/2NE,NESW,SENW Sec2	Cruised By 7: N1/2NW, N1/2S		, Jacob Siler Scal	le	5,840	2
		1:	Cov	er Type				Density		
A = Aspo B = Pap C = Ced D = Tree E = Swa F = Spru G = Gra:	er Birch ar ed Bog mp Hdwoods ice Fir	H = Hemloc J = Jack P L = Lowlan LM = Lowlan M = Mpl, Bc MC = Mixed MD = Mixed	ine nd Brush nd Mixed ch, Brch Conifer	N = Marsh O = Oak P = Lowland Poplar Q = Mixed Swamp Conifer R = Red Pine S = Black Spruce T = Tamarack	U = Upland UM = Upland V = Bog or W = White X = Non Si Z = Water	l Mixed Marsh Pine	0 = Non Stocked 1 = Seedling Sapl 2 = Seedling Sapl 3 = Seedling Sapl 4 = Pole Timber F	ling Poor 6 = Pole ling Medium 7 = Saw ling Well 8 = Saw	Timber Medi Timber Well Timber Poor Timber Medi Timber Well	ium
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1 ■Miles

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TIMBER SALE INFORMATION

Backtrack Mix (12-008-18)

T43N, R30W, SEC. 14; T43N, R30W, SEC. 24. Dickinson County (Advertised Price \$9,709.35)

SALE NOTE: The advertised price of this sale has been reduced, as it went No Bid on 10/17/18 on Prospectus #6253.

Extensive road work is required on this sale. The advertised price has been reduced by the estimate cost of this road work (\$1,000) to off-set the additional expense.

The best access into this sale is across private land (see spec 4.4.1).

Payment Units 1 and 2 must be harvested during frozen ground conditions, unless changed by written agreement (see spec 5.2.3.1).

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	ESTIMATE	ESTIMATED UNITS*		RTISED PRICE
Sawtimber				
Paper Birch	2.20	MBF	\$	33.00 / MBF
Red Maple	1.20	MBF	\$	59.00 / MBF
Pulpwood				
Balsam Fir	55.00	Cords	\$	9.10 / Cord
Black Spruce	119.00	Cords	\$	10.95 / Cord
Mixed Aspen	241.00	Cords	\$	18.10 / Cord
Mixed Hardwood	88.00	Cords	\$	9.55 / Cord
Quaking Aspen	78.00	Cords	\$	18.10 / Cord
Tamarack	39.00	Cords	\$	8.10 / Cord
White Pine	6.00	Cords	\$	18.25 / Cord
White Spruce	66.00	Cords	\$	10.95 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 20.04 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 \$777.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

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PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	55.5%
02	26.8%
03	17.7%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2021.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Maple	Sawtimber	0.7	MBF	24.0	\$5,383.60
	Balsam Fir	Pulpwood	37.0	Cords		
	Black Spruce		93.0	Cords		
	Mixed Aspen		174.0	Cords		
	Mixed Hardwood		25.0	Cords		
	Tamarack		28.0	Cords		
	White Spruce		34.0	Cords		
2	Paper Birch	Sawtimber	2.2	MBF	16.4	\$2,603.35
	Red Maple		0.5	MBF		
	Balsam Fir	Pulpwood	11.0	Cords		
	Black Spruce		26.0	Cords		
	Mixed Aspen		80.0	Cords		
	Mixed Hardwood		32.0	Cords		
	Tamarack		11.0	Cords		
	White Spruce		25.0	Cords		
3	Balsam Fir	Pulpwood	7.0	Cords	5.6	\$1,722.40
	Mixed Aspen		65.0	Cords		
	Mixed Hardwood		31.0	Cords		
	White Pine		6.0	Cords		
	White Spruce		7.0	Cords		
		TOTAL:	3.4	MBF		
		TOTAL:	692.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Backtrack Mix Sale Number: 12-008-18 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are four (4) inches or more at DBH, except do not cut cedar, pine and hemlock. In addition, do not cut the black spruce seed tree patches that are bound by red paint.

Within Payment Unit(s) 3, cut all trees that are two (2) inches or more at DBH.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 5 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows. All new road routes must be approved by timber sale administrator.

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.

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary stream crossing permits that may be required.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations.

4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen ground conditions. This restriction is because of wetter ground.

5.2.32 - Decking/landing restoration (9/13)

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

5.4 - 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.

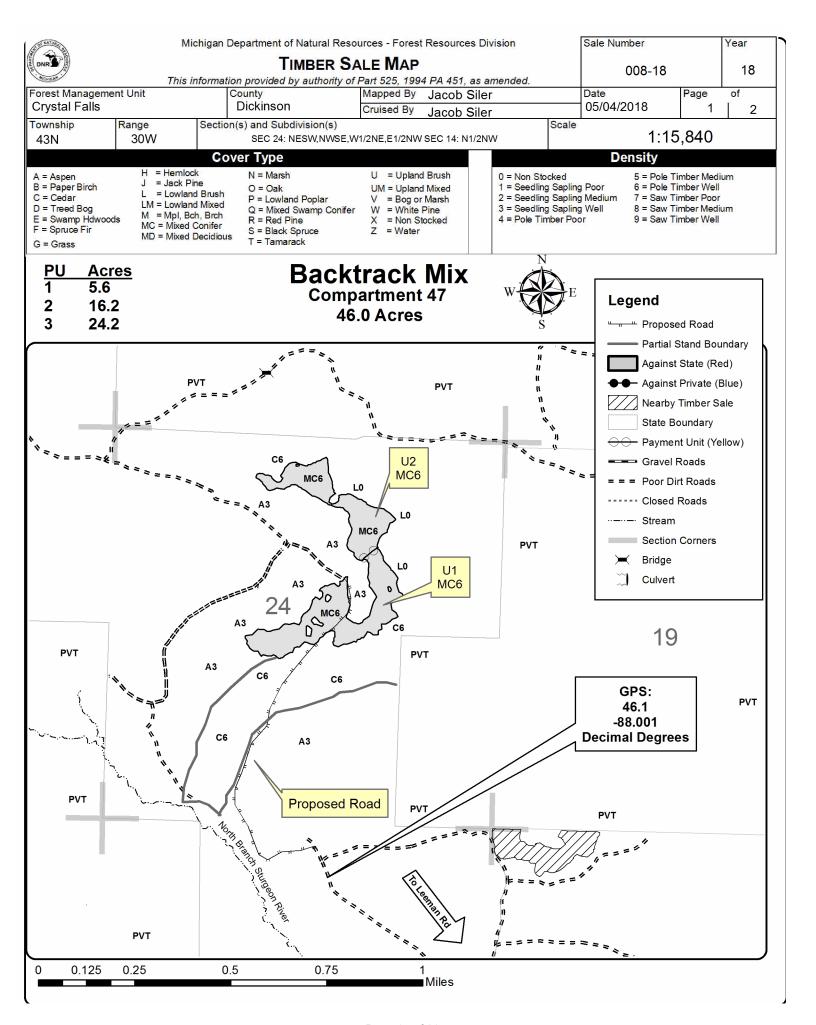
7 - Other Conditions

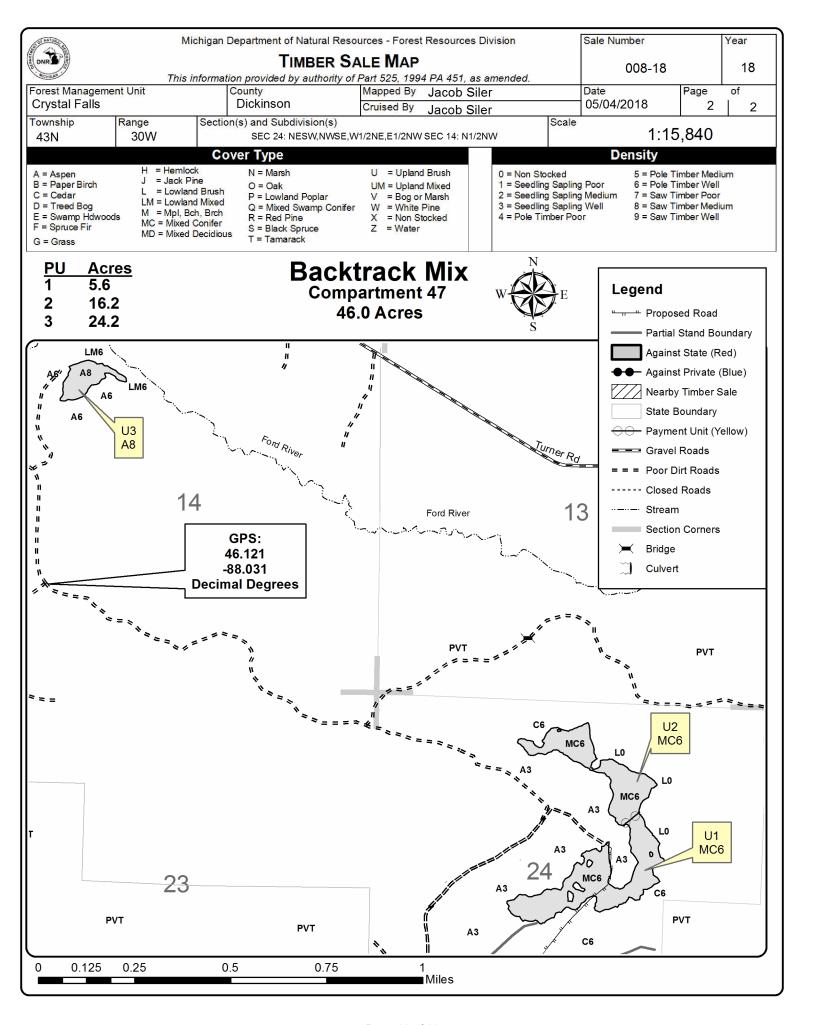
7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 10/30/2018 11:35:27AM





BID FORM

CRYSTAL FALLS MANAGEMENT UNIT
CRYSTAL FALLS OFFICE

Backtrack Mix (12-008-18)

T43N, R30W, SEC. 14; T43N, R30W, SEC. 24; Dickinson COUNTY

In response to the notice of sale to be held 8:30 a.m. (local time) on February 20, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	AD\	/ERTISED PRICE	BID PRICE/UNIT
Sawtimber					
Paper Birch	2.20	MBF	\$	33.00/MBF	\$
Red Maple	1.20	MBF	\$	59.00/MBF	\$
Pulpwood					
Balsam Fir	55.00	Cords	\$	9.10/Cord	\$
Black Spruce	119.00	Cords	\$	10.95/Cord	\$
Mixed Aspen	241.00	Cords	\$	18.10/Cord	\$
Mixed Hardwood	88.00	Cords	\$	9.55/Cord	\$
Quaking Aspen	78.00	Cords	\$	18.10/Cord	\$
Tamarack	39.00	Cords	\$	8.10/Cord	\$
White Pine	6.00	Cords	\$	18.25/Cord	\$
White Spruce	66.00	Cords	\$	10.95/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 20.04 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:					
Dhono nu	mbor:	Email (ontional):					

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 (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
- 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. Please Check Appropriate Categories: 1. My business is organized as (you **must** check <u>one</u> of the boxes below): A.

 Sole Proprietorship (individual) B.

 Partnership C.

 Corporation You must check one of the boxes below: A. \square 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. \(\Backslash \) 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 twentyone (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 Employees Part-time Employees Name of Business Federal ID (or) Social Security No. Address Telephone City State I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative

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

Date

EEDEDVI ID:

BID FORM

CRYSTAL FALLS MANAGEMENT UNIT
CRYSTAL FALLS OFFICE

Jurassic Aspen Mix (12-007-18)

T41N, R29W, SEC. 27; T41N, R29W, SEC. 34; T41N, R29W, SEC. 35; Dickinson

In response to the notice of sale to be held 8:30 a.m. (local time) on February 20, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AC</u>	VERTISED PRICE	BID PRICE/UNIT
					_
Paper Birch	38.80	MBF	\$	37.00/MBF	\$
Red Maple	64.20	MBF	\$	65.00/MBF	\$
Sugar Maple	5.10	MBF	\$	183.00/MBF	\$
White Ash	4.50	MBF	\$	47.00/MBF	\$
Pulpwood					
Balsam Fir	159.00	Cords	\$	10.05/Cord	\$
Mixed Aspen	1,146.00	Cords	\$	19.95/Cord	\$
Mixed Hardwood	796.00	Cords	\$	10.55/Cord	\$
Paper Birch	454.00	Cords	\$	11.60/Cord	\$
White Spruce	98.00	Cords	\$	12.10/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 12.88 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.

	I LDLIVAL ID		SECORITI NOMBE	-1				
	Company or individua							
	Company representat							
	Address:							
	City:	State:	Zip:					
IF AVAIL	ABLE, PLEASE PLACE	THE PERSONALIZED LABEL F	ROM YOUR PROS	SPECTUS IN THE ABOVE BOX.	•			
Individual or company representative's signature:				Date:				
Phone nu	ımber :	En	nail (optional):					

OF 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 signatures.		
Please Check Appropriate Categories:			
1.	 My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 		
2.	 A. □ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. □ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. □ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 		
	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		
Name of Business		Federal ID (or) Social Security No.	
Address		Telephone ()	
City	ty State	ZIP	
I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative			
Ī	Title	Date	

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

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