

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6353

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on November 20, 2018. LOCATION: GRAYLING MGMT UNIT, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738.

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

Comp 22 Final Harvest (72-016-17) / T28N, R01E, SEC. 17, SENW,SWNE,N1/2SE,SESE. T28N, R01E, SEC. 5, N1/2NW.

Oscoda County, Advertised Price \$68,110.25, 114.2 Acres, Hardwood, Aspen.

SALE NOTE: Access is off Neuman and Henning Road, as well as Old County 612. The snowmobile trail must be protected and Payment Unit 3 must be chip harvested.

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.

Comp 12 Oak Mix (72-018-17)

Oscoda County, Advertised Price \$83,210.35, 166.6 Acres, Red Oak, Hardwood.

SALE NOTE: Approximately 166 acres of mixed red oak, white oak, and upland hardwoods. Access is off an ORV and snowmobile route with sandy soils.

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

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

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

Bids must be received by the Unit Manager, GRAYLING OFFICE, 1955 HARTWICK PINES ROAD, GRAYLING, MI 49738, no later than 9:00 a.m. (local time) on November 20, 2018. For further information concerning this sale, contact Susan Thiel at 989-348-6371 extension 7440.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

KEITH CREAGH Director

TIMBER SALE INFORMATION

Comp 22 Final Harvest (72-016-17)
T28N, R01E, SEC. 17; T28N, R01E, SEC. 5.
Oscoda County (Advertised Price \$68,110.25)

SALE NOTE: Access is off Neuman and Henning Road, as well as Old County 612. The snowmobile trail must be protected and Payment Unit 3 must be chip harvested.

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*		ADV	ERTISED PRICE
Sawtimber				
B. T. Aspen	6.90	MBF	\$	80.00 / MBF
Mixed Oak	77.40	MBF	\$	215.00 / MBF
Red Pine	93.00	MBF	\$	128.00 / MBF
White Oak	18.10	MBF	\$	75.00 / MBF
Pulpwood				
Balsam Fir	3.00	Cords	\$	15.40 / Cord
Black Spruce	3.00	Cords	\$	22.55 / Cord
Jack Pine	312.00	Cords	\$	16.40 / Cord
Mixed Aspen	509.00	Cords	\$	22.60 / Cord
Mixed Oak	604.00	Cords	\$	19.15 / Cord
Red Maple	31.00	Cords	\$	25.75 / Cord
Red Pine	175.00	Cords	\$	46.15 / Cord
White Pine	18.00	Cords	\$	26.70 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 13.79 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 \$3,406.00 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	36.9%
02	21.7%
03	21.5%
04	19.9%

- 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	B. T. Aspen	Sawtimber	4.2	MBF	22.7	\$25,135.10
	Mixed Oak		60.8	MBF		,
	BI/R/Hybrid Oak		2.9	MBF		
	Northern Pin Oak		57.9	MBF		
	Red Pine		2.9	MBF		
	White Oak		10.7	MBF		
	Mixed Aspen	Pulpwood	88.0	Cords		
	B. T. Aspen		63.0	Cords		
	Quaking Aspen		25.0	Cords		
	Mixed Oak		375.0	Cords		
	BI/R/Hybrid Oak		7.0	Cords		
	Northern Pin Oak		327.0	Cords		
	White Oak		41.0	Cords		
	Red Maple		31.0	Cords		
	Red Pine		4.0	Cords		
	White Pine		15.0	Cords		
	White Pine	Sawtimber	0.8	MBF		
	White Pine	Pulpwood	13.0	Cords		
2	B. T. Aspen	Sawtimber	2.7	MBF	29.6	\$14,795.85
	Mixed Oak		5.3	MBF		
	Bl/R/Hybrid Oak		5.3	MBF		
	Red Pine		20.3	MBF		
	White Oak		4.9	MBF		
	Balsam Fir	Pulpwood	3.0	Cords		
	Black Spruce		3.0	Cords		
	Jack Pine		66.0	Cords		
	Mixed Aspen		269.0	Cords		
	B. T. Aspen		173.0	Cords		
	Quaking Aspen		96.0	Cords		
	Mixed Oak		52.0	Cords		
	BI/R/Hybrid Oak		29.0	Cords		
	White Oak		23.0	Cords		
	Red Pine		46.0	Cords		
	White Pine		3.0	Cords		
	White Pine		3.0	Cords		
3	Mixed Oak	Sawtimber	4.9	MBF	29.6	\$14,627.90
	BI/R/Hybrid Oak		4.9	MBF		
	Red Pine		33.1	MBF		
	White Oak		1.4	MBF		
	Jack Pine	Pulpwood	149.0	Cords		
	Mixed Aspen		82.0	Cords		
	B. T. Aspen		3.0	Cords		
	Quaking Aspen		79.0	Cords		
	Mixed Oak		77.0	Cords		
	BI/R/Hybrid Oak		73.0	Cords		
	White Oak		4.0	Cords		
	Red Pine		75.0	Cords		
4	Mixed Oak	Sawtimber	6.4	MBF	32.3	\$13,551.40
	Bl/R/Hybrid Oak		6.4	MBF		
	Red Pine		36.7	MBF		
	White Oak		1.1	MBF		
	Jack Pine	Pulpwood	97.0	Cords		
	Mixed Aspen		70.0	Cords		
	B. T. Aspen		21.0	Cords		
	Quaking Aspen		49.0	Cords		
	Mixed Oak					

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	BI/R/Hybrid Oak	Pulpwood	90.0	Cords		
	Northern Pin Oak		5.0	Cords		
	White Oak		5.0	Cords		
	Red Pine		50.0	Cords		
		TOTAL:	195.4	MBF		
		TOTAL:	1,655.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Comp 22 Final Harvest Sale Number: 72-016-17 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 blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Retention islands are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 - 4, cut all trees that are one (1) inch or more at DBH, regardless of merchantability.

2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 100 feet of the cleared portion of Henning Road and Neuman Road. These trees may be utilized or must be scattered back into the sale area.

2.2 - Utilization

2.2.2 - Chipping required (5/14)

Payment Unit 3 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. 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. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter).

2.2.3 - Stump heights (4/07)

Stump heights within the sale area shall not exceed 6 inches for all trees. This is in order to help with natural regeneration.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

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. Damage to residual trees (defined as breaking of the cambium layer, broken tops or bending of trees from their natural position) is not acceptable.

Within the sale area, if more than 5% of retention islands, or designated retention trees are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge, or utilized in road barriers as described in Spec 4.1.7 - Road Closure. 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 at the road entrance. These roads must be rendered impassable to cars and trucks. Stumps from road building and landing construction can be reserved to block any newly constructed roads upon completion of the sale. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway and county road permits that may be required.

5 - Operations

5.1 - Notification

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

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations. Contact Sam Chansler with Consumer's Energy at 269-207-8797.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Unit(s) 1 - 4, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.4 - Dead and Down Creation

5.2.4.4 - Dead and down creation, grouse (4/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1 - 4, leave one, 12" or larger diameter (or largest diameter trees within stand) whole tree on the ground for every 2 acres, preferably a hardwood species such as oak or maple or if no hardwoods are present, a pine species (white or red). These trees will be evenly scattered throughout the unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles.

5.2.29 - Shrub protection (9/07)

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

5.2.32 - Decking/landing restoration (9/13)

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

5.2.37 - No decking areas (12/08)

No decking is allowed within 50 feet of Nuemann Road or Henning Road without permission of 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.

5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map, and runs concurrently with Old County Rd 612. Do not cut or damage posts with orange trail markers or traffic control signs. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31, unless written permission is obtained from the Unit Manager or his/her representative. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile trail centerline must be cut at ground level.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

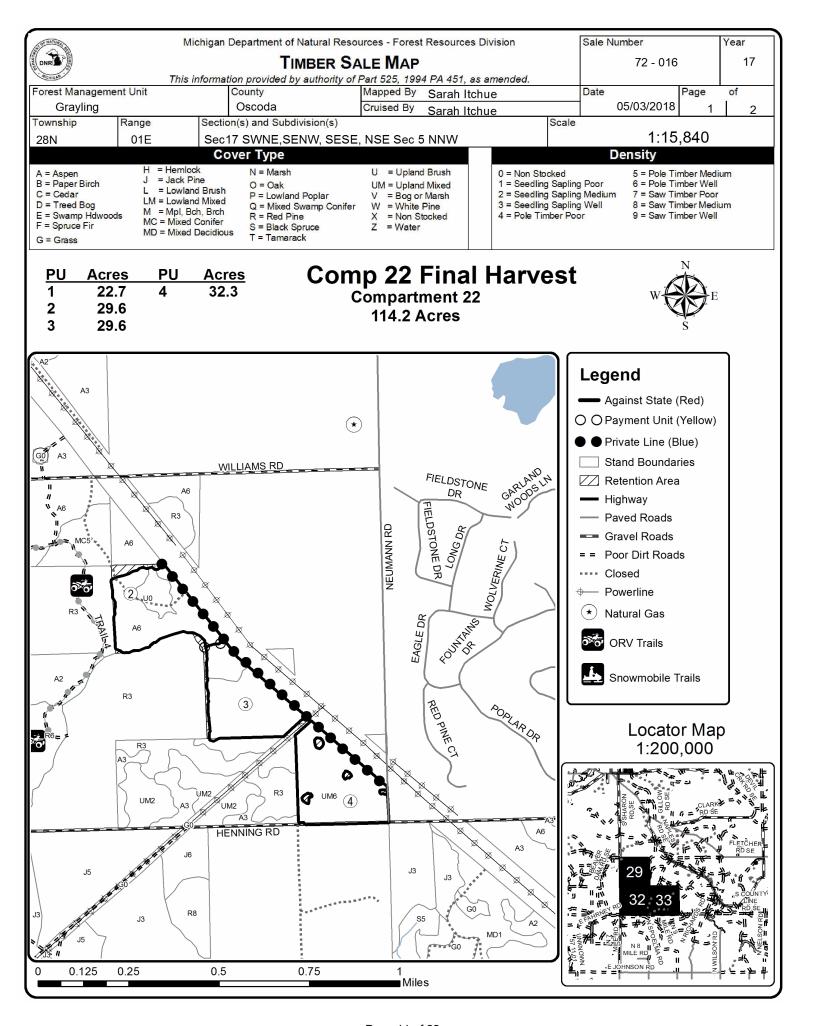
6 - Safety and Fire Prevention

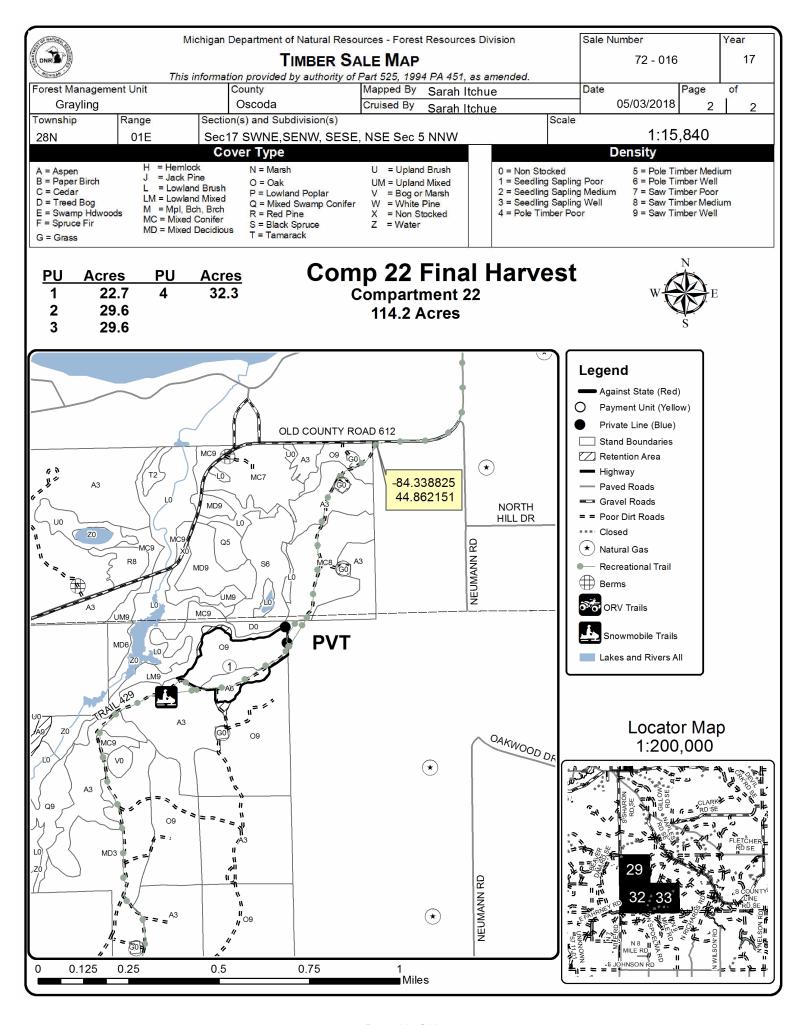
6.2 - Signing

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations. The trail must be posted near any trail crossings, as well as at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs if the state no longer has any available.

Section Name: Sale Specific Current as of 10/29/2018 2:29:07PM





TIMBER SALE INFORMATION

Comp 12 Oak Mix (72-018-17)

Oscoda County (Advertised Price \$83,210.35)

SALE NOTE: Approximately 166 acres of mixed red oak, white oak, and upland hardwoods. Access is off an ORV and snowmobile route with sandy soils.

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*		AD\	/ERTISED PRICE
Sawtimber				
Beech	2.70	MBF	\$	85.00 / MBF
Red Maple	61.70	MBF	\$	51.00 / MBF
Red Oak	285.70	MBF	\$	188.00 / MBF
Red Pine	4.80	MBF	\$	128.00 / MBF
White Oak	28.80	MBF	\$	75.00 / MBF
White Pine	0.90	MBF	\$	68.00 / MBF
Pulpwood				
Beech	6.00	Cords	\$	25.75 / Cord
Mixed Aspen	74.00	Cords	\$	22.60 / Cord
Paper Birch	118.00	Cords	\$	10.10 / Cord
Red Maple	273.00	Cords	\$	25.75 / Cord
Red Oak	568.00	Cords	\$	19.15 / Cord
Red Pine	9.00	Cords	\$	46.15 / Cord
White Oak	57.00	Cords	\$	19.15 / Cord
White Pine	32.00	Cords	\$	26.70 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 14.34 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$4,161.00 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 85.6%

02 14.4%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2020.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Beech	Sawtimber	2.7	MBF	120.4	\$71,217.50
	Red Maple		27.2	MBF		
	Red Oak		269.5	MBF		
	Red Pine		2.8	MBF		
	White Oak		22.9	MBF		
	White Pine		0.9	MBF		
	Beech	Pulpwood	6.0	Cords		
	Mixed Aspen		50.0	Cords		
	B. T. Aspen	Sawtimber	4.3	MBF		
	Quaking Aspen		2.0	MBF		
	B. T. Aspen	Pulpwood	9.0	Cords		
	Quaking Aspen		28.0	Cords		
	Paper Birch		22.0	Cords		
	Red Maple		136.0	Cords		
	Red Oak		545.0	Cords		
	Red Pine		6.0	Cords		
	White Oak		45.0	Cords		
	White Pine		8.0	Cords		
2	Red Maple	Sawtimber	34.5	MBF	46.2	\$11,992.8
	Red Oak		16.2	MBF		
	Red Pine		2.0	MBF		
	White Oak		5.9	MBF		
	Mixed Aspen	Pulpwood	24.0	Cords		
	B. T. Aspen	Sawtimber	2.2	MBF		
	Quaking Aspen		1.1	MBF		
	B. T. Aspen	Pulpwood	3.0	Cords		
	Quaking Aspen		15.0	Cords		
	Paper Birch		96.0	Cords		
	Red Maple		137.0	Cords		
	Red Oak		23.0	Cords		
	Red Pine		3.0	Cords		
	White Oak		12.0	Cords		
	White Pine		24.0	Cords		
		TOTAL:	384.6	MBF		

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Sale Specific Conditions & Requirements

Sale Name: Comp 12 Oak Mix Sale Number: 72-018-17 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 blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are one (1) inch or more at DBH, regardless of merchantability.

2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 100 feet of the cleared portion of Pennsylvania Crossings Road. These trees may be utilized or must be scattered back into the sale area.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

3.6 - Payment Unit Cutting Schedule

3.6.1 - Order of cutting (1/09)

Payment Units shall be cut in numerical order, unless approved by the Unit Manager or his/her representative.

4 - Transportation

41 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge, or utilized in road barriers as described in Spec 4.1.7 - Road Closure. 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 at the road entrance. These roads must be rendered impassable to cars and trucks. Stumps from road building and landing construction can be reserved to block any newly constructed roads upon completion of the sale. Contact the sale administrator for specific details of design and placement.

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary highway and county road permits that may be required.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

5 - Operations

5.1 - Notification

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.4 - Oak wilt restriction (9/17)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, hauling and brushing of access roads 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.

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. This can be an unmerchantable piece or a full tree. Each log must be clearly identified by a piece of blue flagging. Use non-firewood species so they do not get collected for fuel.

5.2.29 - Shrub protection (9/07)

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

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.2.41 - Snowmobile trail protection (9/11)

The snowmobile/ORV trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. The snowmobile/ORV trail may not be used for any timber sale operations from December 1 to March 31, unless written permission is obtained from the Unit Manager or his/her representative. No decking of forest products will be permitted along the snowmobile trail. All stumps within 20 feet of the snowmobile/ORV trail centerline must be cut at ground level.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

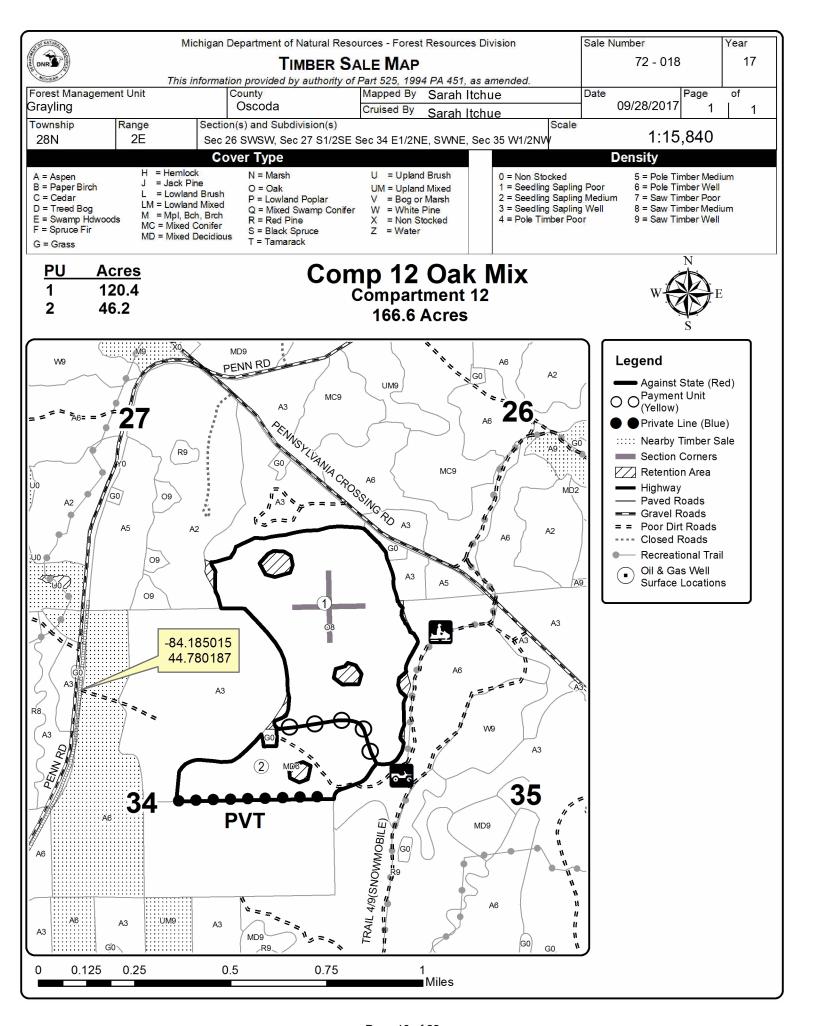
6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile/ORV trail prior to beginning operations. The trail must be posted near any trail crossings, as well as at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs if the State no longer has any available.

Section Name: Sale Specific Current as of 10/18/2018 2:14:47PM



BID FORM

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

Comp 22 Final Harvest (72-016-17)

T28N, R01E, SEC. 17; T28N, R01E, SEC. 5; Oscoda COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on November 20, 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	ESTIMATED	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
Sawtimber					
B. T. Aspen	6.90	MBF	\$	80.00/MBF	\$
Mixed Oak	77.40	MBF	\$	215.00/MBF	\$
Red Pine	93.00	MBF	\$	128.00/MBF	\$
White Oak	18.10	MBF	\$	75.00/MBF	\$
Pulpwood					
Balsam Fir	3.00	Cords	\$	15.40/Cord	\$
Black Spruce	3.00	Cords	\$	22.55/Cord	\$
Jack Pine	312.00	Cords	\$	16.40/Cord	\$
Mixed Aspen	509.00	Cords	\$	22.60/Cord	\$
Mixed Oak	604.00	Cords	\$	19.15/Cord	\$
Red Maple	31.00	Cords	\$	25.75/Cord	\$
Red Pine	175.00	Cords	\$	46.15/Cord	\$
White Pine	18.00	Cords	\$	26.70/Cord	\$

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

	FEDERAL ID:	or SOCIA	L SECURITY NUMBER	:					
	Company or individual biddin	g:		<u></u>					
	Company representative's name:								
	Address:								
	City:	State:	Zip:						
F AVAIL	ABLE, PLEASE PLACE THE F	PERSONALIZED LABEL	FROM YOUR PROSPI	ECTUS IN THE ABOVE BOX.					
ndividual	or company representative's	signature:		Date:					
Phone nu	ımber :		Email (optional):						

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

^{*}The volumes are statistically estimated within plus (+) or minus (-) 13.79 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



Michigan Department of Natural Resources Forest Resources Division

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

As required by Act 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as a						
VE	RIFICATION OF WORKER'S DISABILITY	Y COMPENSATION	ON ACT COMPLIANCE				
•	This verification must be completed and s sale contract.	ubmitted within 2	1 days of contract award and prior to the issuance of the timber				
•	In addition, if boxes 2B or 2C are checked twenty-one (21) days of the contract award		Exclusion or Certificate of Insurance must be submitted within ssuance of the timber sale contract.				
•	All Information must be typed or printed ex	xcept for written s	ignatures.				
Ple	ease 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.	Worker's Compensation Laws.	rship and it has no	employees but the sole proprietor. I am not subject to the ker'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 Coone (21) days of the contract award.	ompensation Policy	. I will provide an original Certificate of Insurance within twenty-				
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members a		e the number of both full-time and part-time employees, other rs (if none, you must enter "0").				
	Full-time Em	ployees	Part-time Employees				
Nam	ne of Business		Federal ID (or) Social Security No.				
Addı	ress		Telephone ()				
City	,	State	ZIP				
	ereby certify that the above information is to actors affecting my coverage during any of		I agree to notify the Michigan DNR of any changes that occur future operations.				

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

Date

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

GRAYLING MANAGEMENT UNIT GRAYLING OFFICE

Comp 12 Oak Mix (72-018-17) ; Oscoda COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on November 20, 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>A</u>	DVERTISED PRICE	BID PRICE/UNIT
Beech	2.70	MBF	\$	85.00/MBF	\$
Red Maple	61.70	MBF	\$	51.00/MBF	\$
Red Oak	285.70	MBF	\$	188.00/MBF	\$
Red Pine	4.80	MBF	\$	128.00/MBF	\$
White Oak	28.80	MBF	\$	75.00/MBF	\$
White Pine	0.90	MBF	\$	68.00/MBF	\$
Pulpwood					
Beech	6.00	Cords	\$	25.75/Cord	\$
Mixed Aspen	74.00	Cords	\$	22.60/Cord	\$
Paper Birch	118.00	Cords	\$	10.10/Cord	\$
Red Maple	273.00	Cords	\$	25.75/Cord	\$
Red Oak	568.00	Cords	\$	19.15/Cord	\$
Red Pine	9.00	Cords	\$	46.15/Cord	\$
White Oak	57.00	Cords	\$	19.15/Cord	\$
White Pine	32.00	Cords	\$	26.70/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 14.34 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:		or SOC	CIAL SECURITY NUMBER:		
	Company or indivi	dual bidding:				
	Company represe	ntative's name:				
	Address:				<u></u>	
	City:		State:	Zip:		
F AVAILA	ABLE, PLEASE PLA	ACE THE PERSOI	NALIZED LAB	BEL FROM YOUR PROSPECT	US IN THE ABOVE BOX.	
ndividual	or company repres	entative's signatur	e:		Date:	
Phone number : Email (_ 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



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)			
5			
Forest Management Unit:			

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

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

VE	RIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE			
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the 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			

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 En	nployees	Part-time Employees
Name of Business		Federal ID (or) Social Security No.
Address		Telephone ()
City	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

Date

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

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