

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6252

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on November 26, 2018. LOCATION: C/O BALDWIN FIELD OFFICE, 2468 WEST 24TH STREET, BALDWIN, MI 49304.

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:

Shoetree Mix (63-019-18) / T22N, R09W, SEC. 25, SW, SESE.

T22N, R09W, SEC. 36, N1/2NE.

Wexford County, Advertised Price \$95,380.90, 54.5 Acres, Aspen, Hardwood.

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

Big Mesick Pine (63-021-18) / T24N, R12W, SEC. 19, SENE,N1/2SE.

T24N, R12W, SEC. 28, SWNW.

T24N, R12W, SEC. 29, NE,N1/2SE,SESE.

Wexford County, Advertised Price \$475,626.95, 156.3 Acres, Red Pine, Jack Pine.

Mesick Spuce and Pine (63-022-18) / T24N, R12W, SEC. 19, SESE.

T24N, R12W, SEC. 28, NW.

T24N, R12W, SEC. 31, NWNW.

T24N, R12W, SEC. 32, NENW, NWNE.

Wexford County, Advertised Price \$105,815.25, 61.2 Acres, Red Pine, Spruce/Fir/Tamarack.

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

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

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

Bids must be received by the Unit Manager, MANTON OFFICE, C/O BALDWIN FIELD OFFICE 2468 WEST 24TH STREET, BALDWIN, MI 49304, no later than 3:00 p.m. (local time) on November 26, 2018. For further information concerning this sale, contact Joe Ventinglia 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 (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

<u>Shoetree Mix (63-019-18)</u> T22N, R09W, SEC. 25; T22N, R09W, SEC. 36.

Wexford County (Advertised Price \$95,380.90)

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

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

PRODUCTS & SPECIES	ESTIMATE	ED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
B. T. Aspen	201.10	MBF	\$	139.00 / MBF
Red Maple	11.30	MBF	\$	129.00 / MBF
Red Oak	103.30	MBF	\$	223.00 / MBF
Red Pine	11.60	MBF	\$	123.00 / MBF
White Oak	82.10	MBF	\$	57.00 / MBF
Pulpwood				
B. T. Aspen	926.00	Cords	\$	24.30 / Cord
Mixed Hardwood	233.00	Cords	\$	19.15 / Cord
Mixed Oak	461.00	Cords	\$	19.75 / Cord
Red Pine	13.00	Cords	\$	40.80 / Cord
White Pine	10.00	Cords	\$	22.90 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 12.68 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 \$4,769.00 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	41.4%
02	49.4%
03	9.2%

- 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	B. T. Aspen	Sawtimber	49.8	MBF	21.5	\$39,478.85
	Red Maple		2.1	MBF		
	Red Oak		85.3	MBF		
	B. T. Aspen	Pulpwood	217.0	Cords		
	Mixed Hardwood		145.0	Cords		
	Beech		52.0	Cords		
	Red Maple		93.0	Cords		
	Mixed Oak		264.0	Cords		
	Red Oak		264.0	Cords		
2	B. T. Aspen	Sawtimber	151.3	MBF	25.1	\$47,128.60
	Red Maple		6.9	MBF		
	Red Oak		18.0	MBF		
	Red Pine		9.1	MBF		
	B. T. Aspen	Pulpwood	709.0	Cords		
	Mixed Hardwood		69.0	Cords		
	Beech	Sawtimber	1.6	MBF		
	Beech	Pulpwood	6.0	Cords		
	Red Maple		52.0	Cords		
	Sugar Maple		8.0	Cords		
	Mixed Oak		47.0	Cords		
	Red Oak		47.0	Cords		
	Red Pine		9.0	Cords		
	White Pine		10.0	Cords		
	White Pine	Sawtimber	3.0	MBF		
	White Pine	Pulpwood	4.0	Cords		
3	Red Maple	Sawtimber	2.3	MBF	7.9	\$8,773.45
	Red Pine		2.5	MBF		
	White Oak		82.1	MBF		
	Mixed Hardwood	Pulpwood	19.0	Cords		
	Red Maple		19.0	Cords		
	Mixed Oak		150.0	Cords		
	White Oak		150.0	Cords		
	Red Pine		4.0	Cords		
		TOTAL:	409.4	MBF		
		TOTAL:	1,643.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Shoetree Mix Sale Number: 63-019-18 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue 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

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

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization, except do not cut white oak and pine.

2.1.7 - Leave tree marked unit(s) (6/14)

Within Payment Unit(s) 3, all trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting, except do not cut trees marked with green paint above and below stump height, or any white oak or pine.

2.2 - Utilization

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.

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 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations.

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

5.2.1 - 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, no exceptions (1/18)

Within Payment Unit(s) 1, 2 and 3, 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. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.4 - Dead and Down Creation

5.2.4.4 - Dead and down creation, grouse (6/18)

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. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree. Each log must be clearly identified by a piece of blue flagging.

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

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

5.2.40 - Pathway protection (10/10)

The Cadillac pathway is a bike, hiking and ski trail and 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. Do not run equipment down the pathway. Skidding across the trail in payment Unit 1 may only occur in locations approved by the sale administrator.

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 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

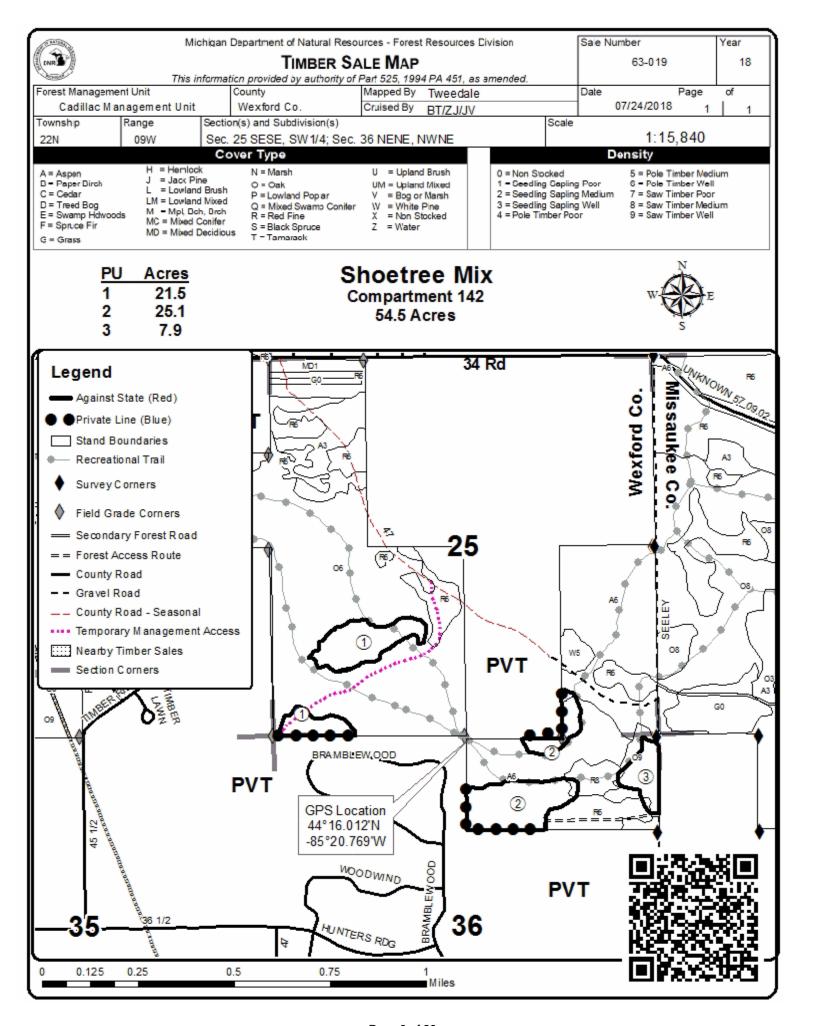
6.2.1 - Road posting (9/09)

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

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Cadillac Pathway prior to beginning operations. The trail must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic at both ends of the trail. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

Section Name: Sale Specific Current as of 11/5/2018 2:21:31PM



TIMBER SALE INFORMATION

Big Mesick Pine (63-021-18)

T24N, R12W, SEC. 19; T24N, R12W, SEC. 28; T24N, R12W, SEC. 29. Wexford County (Advertised Price \$475,626.95)

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ADVERTISED PRICE	
Sawtimber					
Red Pine	3,249.50	MBF	\$	114.00 / MBF	
Pulpwood					
Black Cherry	12.00	Cords	\$	17.85 / Cord	
Jack Pine	47.00	Cords	\$	12.25 / Cord	
Red Pine	2,740.00	Cords	\$	38.10 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.74 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 \$23,781.00 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	27.0%
02	32.8%
03	19.0%
04	21.2%

- 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	Red Pine	Sawtimber	831.5	MBF	44.6	\$128,517.00
	Black Cherry	Pulpwood	12.0	Cords		
	Jack Pine		36.0	Cords		
	Jack Pine	Sawtimber	7.3	MBF		
	Jack Pine	Pulpwood	21.0	Cords		
	Red Pine		868.0	Cords		
2	Red Pine	Sawtimber	1,078.1	MBF	61.4	\$155,745.60
	Red Pine	Pulpwood	862.0	Cords		
3	Red Pine	Sawtimber	638.4	MBF	19.7	\$90,379.80
	Red Pine	Pulpwood	462.0	Cords		
4	Red Pine	Sawtimber	701.5	MBF	30.6	\$100,984.55
	Jack Pine	Pulpwood	11.0	Cords		
	Jack Pine		11.0	Cords		
	Red Pine		548.0	Cords		
		TOTAL:	3,249.5	MBF		
		TOTAL:	2,799.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Big Mesick Pine Sale Number: 63-021-18 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with red paint.

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.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

This area 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. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

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 facilitate planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

4 - Transportation

4.1 - Construction

4.1.12 - 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.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W.

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

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.

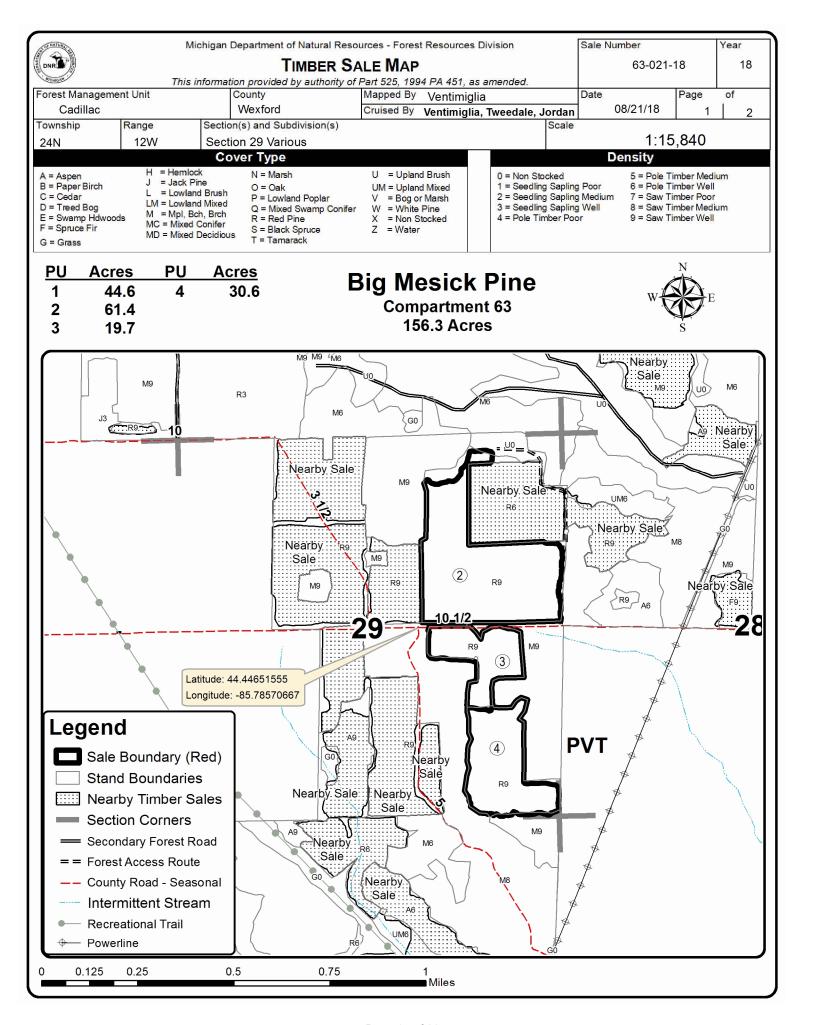
6 - Safety and Fire Prevention

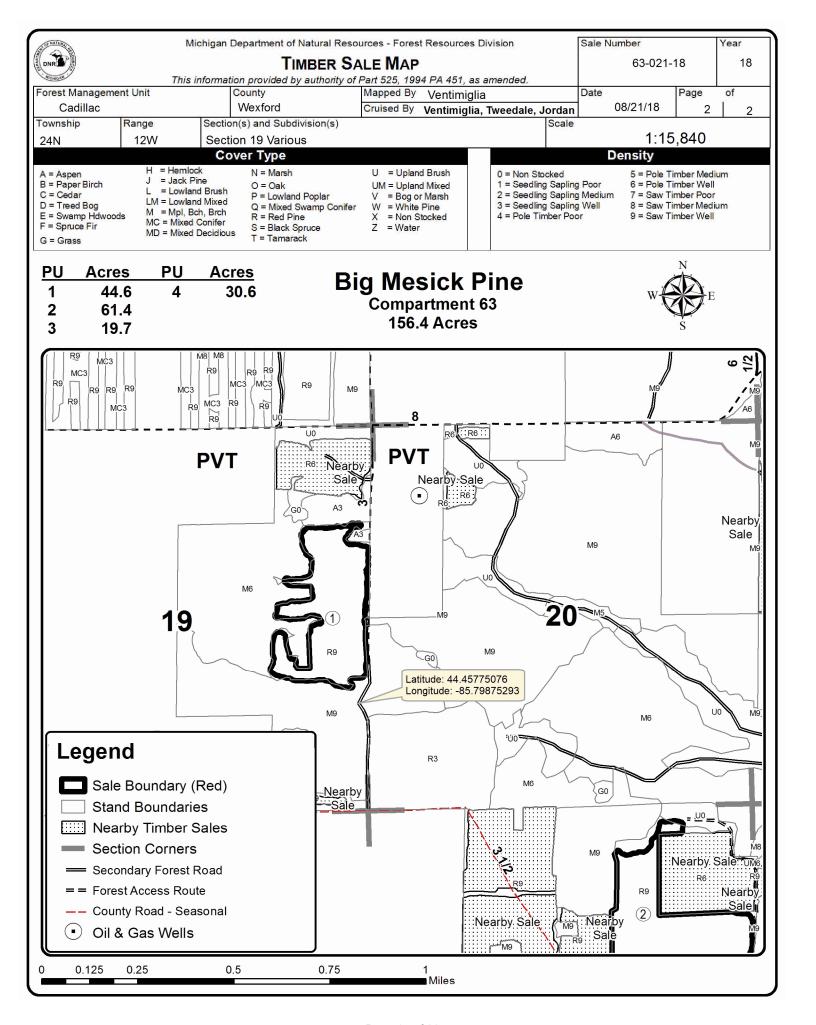
6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on active hauling roads near the sale 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.

Section Name: Sale Specific Current as of 11/7/2018 8:26:06AM





TIMBER SALE INFORMATION

Mesick Spuce and Pine (63-022-18)

T24N, R12W, SEC. 19; T24N, R12W, SEC. 28; T24N, R12W, SEC. 31; T24N, R12W, SEC. 32. Wexford County (Advertised Price \$105,815.25)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		<u>ADV</u>	ERTISED PRICE
Sawtimber				
Black Cherry	2.90	MBF	\$	123.00 / MBF
Mixed Aspen	2.60	MBF	\$	130.00 / MBF
Red Pine	527.00	MBF	\$	114.00 / MBF
Sugar Maple	28.60	MBF	\$	415.00 / MBF
White Spruce	49.60	MBF	\$	60.00 / MBF
Pulpwood				
Basswood	2.00	Cords	\$	16.50 / Cord
Mixed Aspen	11.00	Cords	\$	22.65 / Cord
Mixed Hardwood	59.00	Cords	\$	17.85 / Cord
Red Pine	695.00	Cords	\$	38.10 / Cord
White Spruce	135.00	Cords	\$	17.65 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 15.25 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 \$5,291.00 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	1.4%
02	23.9%
03	15.8%
04	22.8%
05	5.7%
06	30.4%

- 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	Red Pine	Sawtimber	9.4	MBF	1.5	\$1,528.80
	Red Pine	Pulpwood	12.0	Cords		
2	Black Cherry	Sawtimber	2.0	MBF	16.7	\$25,299.35
	Mixed Aspen		1.5	MBF		
	B. T. Aspen		1.5	MBF		
	Red Pine		161.6	MBF		
	Sugar Maple		2.9	MBF		
	Basswood	Pulpwood	2.0	Cords		
	Mixed Aspen		3.0	Cords		
	B. T. Aspen		3.0	Cords		
	Mixed Hardwood		10.0	Cords		
	Basswood	Sawtimber	1.7	MBF		
	Black Cherry	Pulpwood	4.0	Cords		
	Sugar Maple		3.0	Cords		
	Red Pine		130.0	Cords		
3	Sugar Maple	Sawtimber	25.7	MBF	7.7	\$16,738.25
	White Spruce		49.6	MBF		
	Mixed Hardwood	Pulpwood	40.0	Cords		
	Sugar Maple		40.0	Cords		
	White Spruce		135.0	Cords		
4	Black Cherry	Sawtimber	0.9	MBF	21.8	\$24,170.15
	Mixed Aspen		1.1	MBF		
	Quaking Aspen		1.1	MBF		
	Red Pine		110.5	MBF		
	Mixed Aspen	Pulpwood	8.0	Cords		
	Quaking Aspen		8.0	Cords		
	Mixed Hardwood		5.0	Cords		
	Black Cherry		3.0	Cords		
	Red Maple		2.0	Cords		
	Red Pine		290.0	Cords		
5	Red Pine	Sawtimber	31.2	MBF	5.4	\$6,071.40
	Red Pine	Pulpwood	66.0	Cords		
6	Red Pine	Sawtimber	214.3	MBF	8.1	\$32,007.30
	Mixed Hardwood	Pulpwood	4.0	Cords		
	Red Maple		4.0	Cords		
	Red Pine		197.0	Cords		
		TOTAL:	610.7	MBF		

Sale Specific Conditions & Requirements

Sale Name: Mesick Spuce and Pine Sale Number: 63-022-18 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked in 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.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 3 and 6, cut all trees that are two (2) inches or more at DBH.

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

Within Payment Unit(s) 1 and 5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

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

Within Payment Unit(s) 2 and 4, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows are every third row. Begin with the third row in from the outside of the plantation, then continue every third row. Because of the variability of row direction, it shall be the responsibility of the producer to maintain the third row sequence. Cut all aspen and hardwood within planation.

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. In addition, extreme care should be taken to avoid damage to sugar maple seedlings and saplings within Payment Unit 6.

4 - Transportation

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 in a Payment Unit 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.

5.1.6 - 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. Payment Units 5 and 6 have a electric overhead line that will need to be worked around.

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 2 and 4, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail runs along the south edge of Payment Unit 4, as shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. No decking of forest products will be permitted along the snowmobile trail.

6 - Safety and Fire Prevention

6.2 - Signing

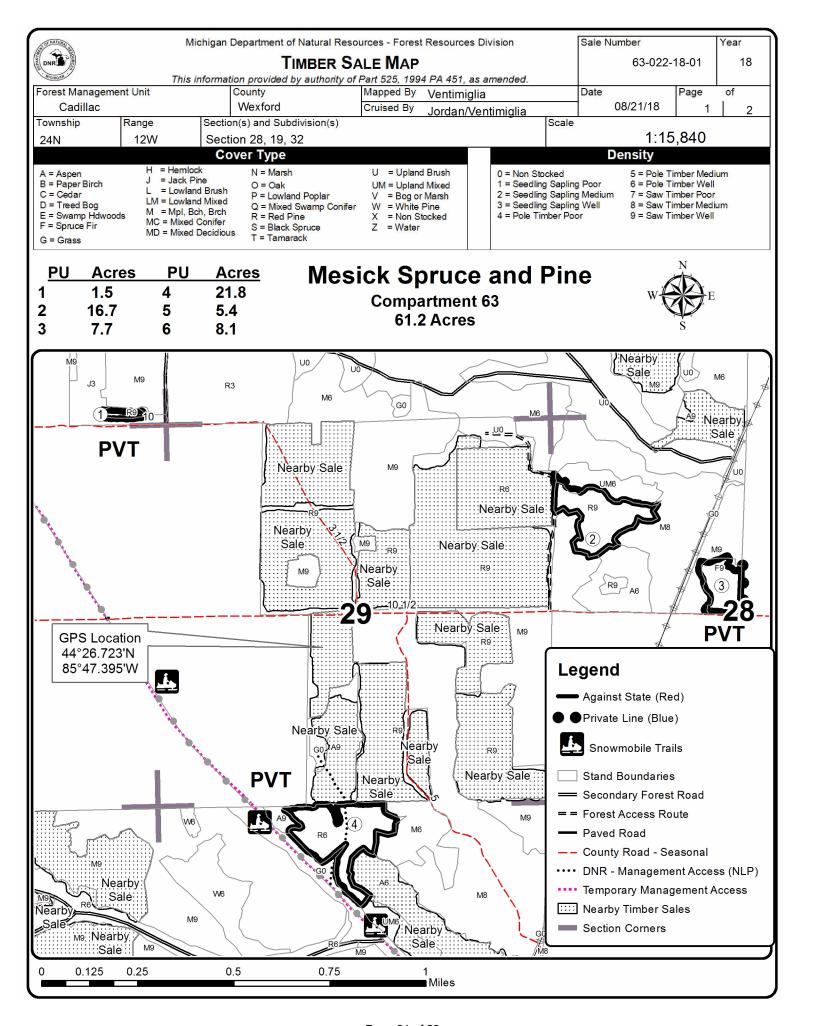
6.2.1 - Road posting (9/09)

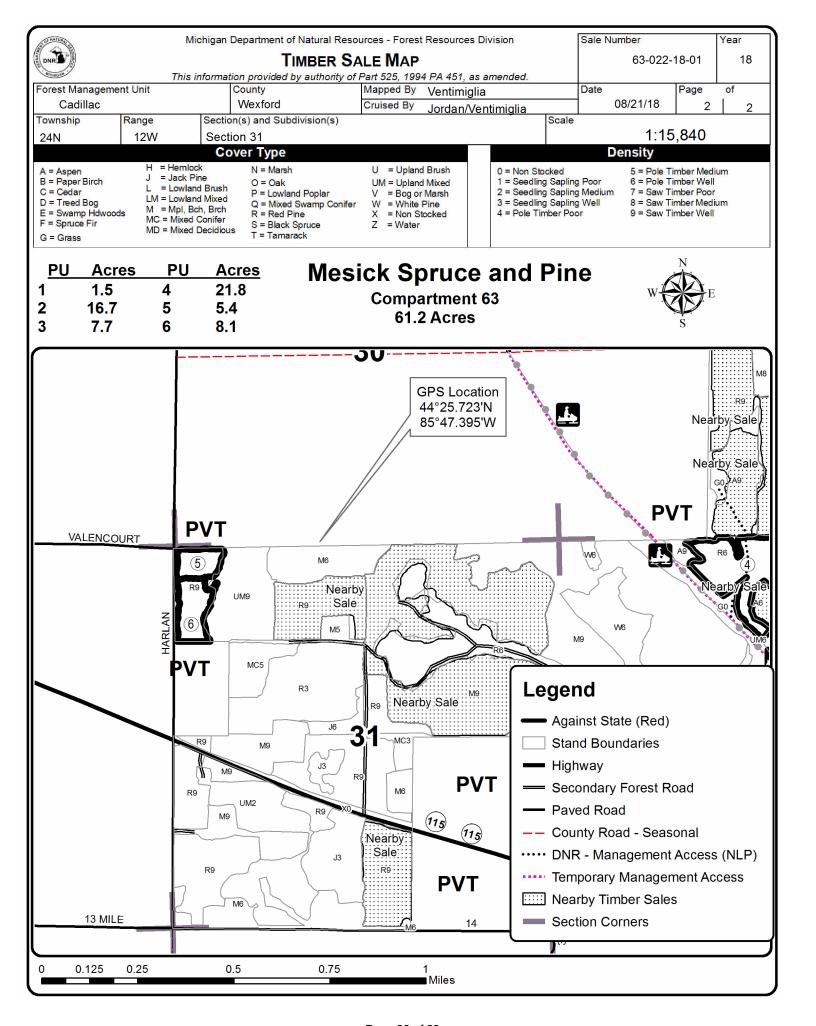
The Purchaser is responsible for posting and maintaining caution signs on timber access roads prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail (Payment Unit 4 only) 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.

Section Name: Sale Specific Current as of 11/5/2018 4:32:01PM





BID FORM

CADILLAC MANAGEMENT UNIT
MANTON OFFICE

Shoetree Mix (63-019-18)

T22N, R09W, SEC. 25; T22N, R09W, SEC. 36; Wexford COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on November 26, 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>A</u> E	OVERTISED PRICE	BID PRICE/UNIT
Sawtimber				
B. T. Aspen	201.10 MBF	\$	139.00/MBF	\$
Red Maple	11.30 MBF	\$	129.00/MBF	\$
Red Oak	103.30 MBF	\$	223.00/MBF	\$
Red Pine	11.60 MBF	\$	123.00/MBF	\$
White Oak	82.10 MBF	\$	57.00/MBF	\$
Pulpwood				
B. T. Aspen	926.00 Cords	\$	24.30/Cord	\$
Mixed Hardwood	233.00 Cords	\$	19.15/Cord	\$
Mixed Oak	461.00 Cords	\$	19.75/Cord	\$
Red Pine	13.00 Cords	\$	40.80/Cord	\$
White Pine	10.00 Cords	\$	22.90/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 12.68 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.				
ndividual or company representative's signature: Date:				
D.	Phone number: 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 (Morker's Compensation) and

	Part 5 of Act 451 of 1994, as ame		iu .		
VE	RIFICATION OF WORKER'S DISABILITY C	OMPENSAT	ION ACT COMP	PLIANCE	
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures.				
•					
•					
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you must chec	ck <u>one</u> of the	boxes below):		
	A. ☐ Sole Proprietorship (individual)				
	B. Partnership				
	C. Corporation				
2.	You must check <u>one</u> of the boxes below:				
	A. I certify my business is a sole proprietorshi Worker's Compensation Laws.	p and it has no	employees but th	e sole proprietor. I am not subject to the	
	B. I certify my business has satisfied its o bligation (BWC-337, Rev. 5/96). I will proquestions or a copy of the BWC-337, please	vide a copy of	the Notice of Excl	usion within 21 days of the contract award. (For	
	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.			original Certificate of Insurance within twenty-	
3.	3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, oth than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time Employ	(PPS		Part-time Employees	
	r un une Employ	CC3		r art ame Employees	
Nam	ne of Business		Federal ID (or) So	ocial Security No.	
Add	ress		Telephone		
			()		
City	State	е	ZIP		
	ereby certify that the above information is true actors affecting my coverage during any of my			the Michigan DNR of any changes that occur	
11 10	actors affecting my coverage during any or my	present and	ruture operation	13.	
_					
S	Signature of Owner or Authorized Representative				

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

Date

EEDERAL ID:

BID FORM

CADILLAC MANAGEMENT UNIT MANTON OFFICE

Big Mesick Pine (63-021-18)

T24N, R12W, SEC. 19; T24N, R12W, SEC. 28; T24N, R12W, SEC. 29; Wexford

In response to the notice of sale to be held 3:00 p.m. (local time) on November 26, 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*	ADVERTISED PRICE	BID PRICE/UNIT
Sawtimber			
Red Pine	3,249.50 MBF	\$ 114.00/MBF	\$
Pulpwood			
Black Cherry	12.00 Cords	\$ 17.85/Cord	\$
Jack Pine	47.00 Cords	\$ 12.25/Cord	\$
Red Pine	2,740.00 Cords	\$ 38.10/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 9.74 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 SOCIA	L SECURITY NUMBER	R:	
	Company or individual bidding:				
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	or company representat	ive's signature:		Date:	
Dhono nu	ımher :		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



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:		
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.

•	twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.			
•	All Information must be typed or printed except for written signatures.			
PΙε	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.	2. You must check <u>one</u> of the boxes below:			
	A. I certify my business is a sole proprietorship and it has no employe Worker's Compensation Laws.	es but the sole proprietor. I am not subject to the		
B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notic Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (I 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 prone (21) days of the contract award.	ovide an original Certificate of Insurance within twenty-		
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		
lan	lame of Business Federal	ID (or) Social Security No.		
Add	Address Telepho (ne)		
City	City State ZIP			
n fa	hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future of 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)

BID FORM

CADILLAC MANAGEMENT UNIT
MANTON OFFICE

Mesick Spuce and Pine (63-022-18)

T24N, R12W, SEC. 19; T24N, R12W, SEC. 28; T24N, R12W, SEC. 31; T24N,

In response to the notice of sale to be held 3:00 p.m. (local time) on November 26, 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 VOLUI	<u>ME*</u> <u>A</u>	DVERTISED PRICE	BID PRICE/UNIT
Sawtimber				
Black Cherry	2.90 MBF	\$	123.00/MBF	\$
Mixed Aspen	2.60 MBF	\$	130.00/MBF	\$
Red Pine	527.00 MBF	\$	114.00/MBF	\$
Sugar Maple	28.60 MBF	\$	415.00/MBF	\$
White Spruce	49.60 MBF	\$	60.00/MBF	\$
Pulpwood				
Basswood	2.00 Cords	\$	16.50/Cord	\$
Mixed Aspen	11.00 Cords	\$	22.65/Cord	\$
Mixed Hardwood	59.00 Cords	\$	17.85/Cord	\$
Red Pine	695.00 Cords	\$	38.10/Cord	\$
White Spruce	135.00 Cords	\$	17.65/Cord	\$

^{*}The volumes are statistically estimated within plus (+) or minus (-) 15.25 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:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.					
Individual	ndividual or company representative's signature: Date:				
Phone nu	hone number : Email (optional):				

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.			
•	All Information must be typed or printed except for written signatures.			
Ple	lease Check Appropriate Categories:			
1.	 My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 			
2.	 You must check one of the boxes below: A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 			
	than yourself, including family members and active partners. Full-time Employees	e the number of both full-time and part-time employees, other ers (if none, you must enter "0"). Part-time Employees		
Nan	ame of Business	Federal ID (or) Social Security No.		
Add	Idress	Telephone ()		
City	ty State	ZIP		
in f	nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and Signature of Owner or Authorized Representative	I agree to notify the Michigan DNR of any changes that occur future operations.		
Ī	Title	Date		

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

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