

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5646

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on May 24, 2016. LOCATION: ATLANTA MGMT UNIT, 13501 M-33, ATLANTA, MI 49709.

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

<u>SAGE PINE</u> (54-010-15) / T29N, R02E, SEC. 01, N/2SW, SWSW. T29N, R02E, SEC. 12, NWNW.

Montmorency County, Advertised Price \$140,584.35, 60.0 Acres, Jack Pine, Red Pine.

SALE NOTE: There is a snowmobile trail adjacent to payment unit #1. If cutting in the winter, alternative access from the south and west will be used.

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.

SALSA SHARK RP (54-028-15) / T31N, R02E, SEC. 05, W2NE & E2NW.

Montmorency County, Advertised Price \$13,226.50, 17.0 Acres, Jack Pine, Red Pine.

JACKPOT RED PINE (54-039-15) / T31N, R03E, SEC. 31, NWSW.

Montmorency County, Advertised Price \$5,716.50, 11.0 Acres, Jack Pine, Red Pine.

due to bark slippage.

SALE NOTE: Timber Sale Spec 5.2.3.3 limits harvesting to the window outside of April 15 to July 15

BID INSTRUCTIONS (VER. 05/04/2016):

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

Bids must be received by the Unit Manager, ATLANTA OFFICE, 13501 M-33, ATLANTA, MI 49709, no later than 10:00 a.m. (local time) on May 24, 2016. For further information concerning this sale, contact Cody Stevens at 989-785-4251 extension 5240.

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 (5/16)

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 withdraw of their online bid after being declared the successful bidder on one sale.

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (9/14)

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

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (1/11)

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.

DR. WILLIAM MORITZ
Director

TIMBER SALE INFORMATION

SAGE PINE (54-010-15)

T29N, R02E, SEC. 01; T29N, R02E, SEC. 12. Montmorency County (Advertised Price \$140,584.35)

SALE NOTE: There is a snowmobile trail adjacent to payment unit #1. If cutting in the winter, alternative access from the south and west will be used.

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>AD\</u>	VERTISED PRICE
Sawtimber	751.50 MBF	¢.	158.00 / MBF
Red Pine Pulpwood	731.30 IVIDE	Φ	136.00 / IVIDE
Red Pine	468.00 Cords	\$	45.50 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$553.35:

PRODUCTS & SPECIES	ESTIMATE	ED UNITS*	ADV	ERTISED PRICE
Sawtimber Red Oak Pulpwood	1.80	MBF	\$	122.00 / MBF
Jack Pine	15.00	Cords	\$	16.70 / Cord
Red Oak	4.00	Cords	\$	15.00 / Cord
White Oak	3.00	Cords	\$	7.75 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 16.18 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$8,800.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

Sale Specific Conditions & Requirements

Sale Name: SAGE PINE Sale Number: 54-010-15 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundaries are marked and identified by red and/or yellow paint. Exterior sale boundary lines against state are marked with red paint. Boundaries bordering adjacent timber sales are marked with yellow paint. The east/west road splitting payment units 2 and 3 is the payment unit line. Interior retention areas are marked with red paint. All painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

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

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

Within Payment Unit(s) 1, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows 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.

2.2 - Utilization

2.2.2 - Chipping required (5/14)

Payment Units 2 and 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. 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 Payment Unit(s) 2 and 3 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) 2 and 3 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

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

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 dispersed throughout the sale.

4.1.12 - No new roads (1/12)

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

4.2 - Maintenance

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 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

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (2/04)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 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.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.20 - Equipment width (2/04)

Equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees.

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)

Trail 9 is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. Trail runs parallel along the north side of payment unit 1. Hauling and skidding will not be allowed on the trail from December 1st through April 1st. Alternative access can be made from Sage Lake Rd. to Avery Lake Rd. During this time frame, the snowmobile trail may only be crossed at right angle when accessing Avery Lake Rd. The snowmobile trail is also an equestrian trail and may be used by riders throughout the year. Caution is necessary when working around or hauling 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. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

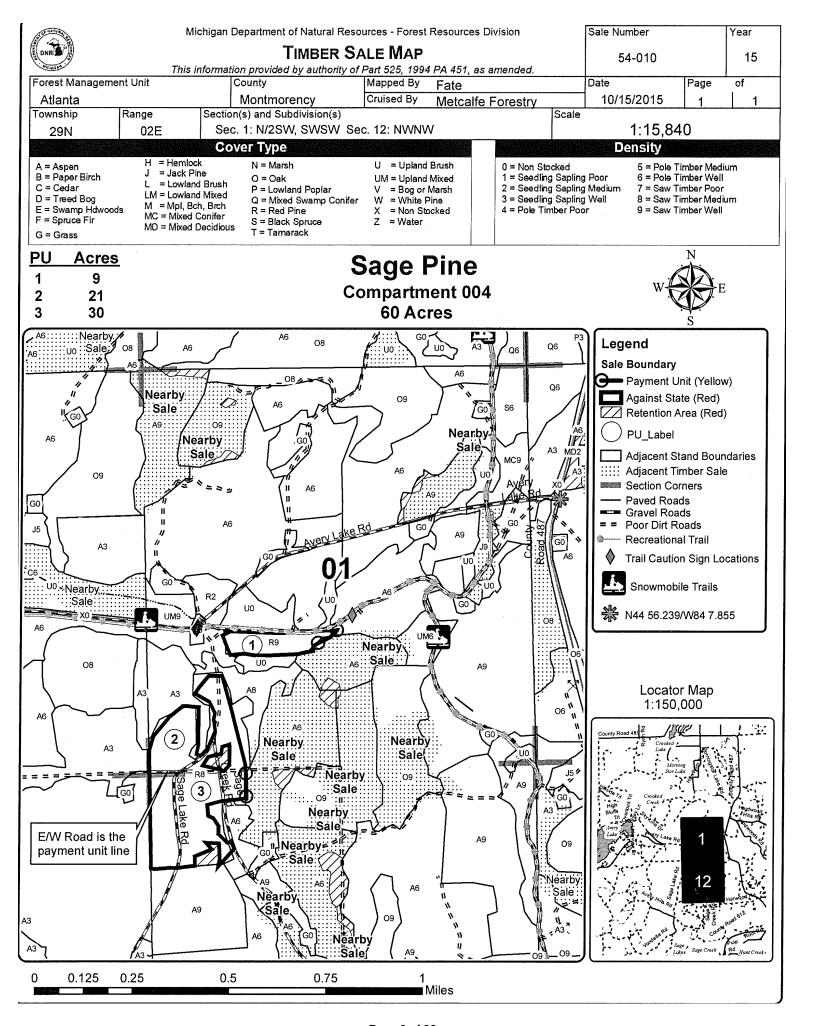
6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the equestrian/snowmobile trail prior to beginning operations. The trail must be posted at locations designated on the map 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 and maintain them throughout the duration of the sale.

Section Name: Sale Specific Current as of 1/25/2016 11:49:48AM



TIMBER SALE INFORMATION

SALSA SHARK RP (54-028-15)

T31N, R02E, SEC. 05.

Montmorency County (Advertised Price \$13,226.50)

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>A</u> [OVERTISED PRICE
Sawtimber			
Red Pine	17.30 MBF	\$	158.00 / MBF
Pulpwood			
Red Pine	205.00 Cords	\$	50.40 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$161.10:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Jack Pine	7.00 Cords	\$	18.50 / Cord
Mixed Aspen	2.00 Cords	\$	15.80 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 16.12 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,000.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2018.

Sale Specific Conditions & Requirements

Sale Name: SALSA SHARK RP Sale Number: 54-028-15 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, all trees which meet minimum piece specifications in 2.2 Utilization, within designated plantation rows are designated for cutting. Designated plantation rows 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.

2.2 - Utilization

2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Units 1. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

3 - Payments

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.

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

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 dispersed throughout the sale.

4.1.6 - Road construction (1/09)

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.

4.1.12 - 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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

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

5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the Breitburn Operating L.P. prior to operating equipment in the vicinity of well heads or natural gas pipelines.

5.1.4 - Post-sale conference (6/11)

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

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 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.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

5.2.20 - Equipment width (2/04)

Within Payment Unit 1 equipment used to remove designated rows must be capable of moving through cut rows without damaging residual trees.

5.2.31 - Landing locations (9/13)

A recommended landing area is marked on the timber sale map. The landing must be confined to this area unless otherwise authorized by the Unit Manager or his/her representative.

5.2.33 - Gas well re-vegetation (12/08)

In the event that the gas well is utilized for a landing, the site must be re-vegetated with a seeding mixture specified by the Unit Manager or his/her representative.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

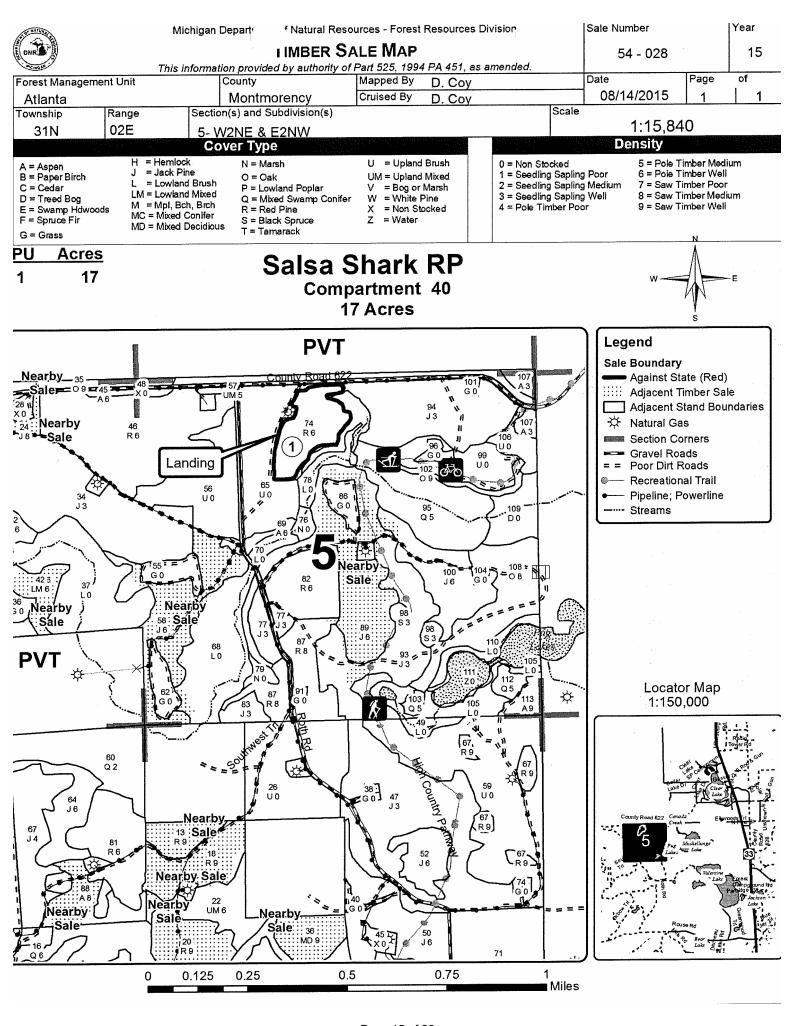
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit

Manager or his/her representative who will notify the Wildlife Biologist so made, if necessary.	an on-site evaluation and recommendation can be
ion Name: Sale Specific	Current as of 10/21/2015 9:30:29AM



TIMBER SALE INFORMATION

JACKPOT RED PINE (54-039-15)

T31N, R03E, SEC. 31.

Montmorency County (Advertised Price \$5,716.50)

SALE NOTE: Timber Sale Spec 5.2.3.3 limits harvesting to the window outside of April 15 to July 15 due to bark slippage.

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber			
Red Pine	11.80 MBF	\$	144.00 / MBF
Pulpwood			
Jack Pine	30.00 Cords	\$	17.75 / Cord
Red Pine	72.00 Cords	\$	48.40 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 30.93 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 \$800.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The remainder is due before cutting begins.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2018.

Sale Specific Conditions & Requirements

Sale Name: JACKPOT RED PINE Sale Number: 54-039-15 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, all jack pine are to be harvested.

22 - Utilization

2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

3 - Payments

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

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 dispersed throughout the sale.

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.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

5.1.4 - Post-sale conference (6/11)

A post-sale conference on site between the Purchaser and sale administrator is required 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

5.2.1.10 - No slash in openings (5/10)

No brush or logging debris is to be left in the maintained wildlife opening which is indicated by G0 on the Timber Sale Map. Any damage to the opening shall be repaired according to specifications of the Unit Manager or his/her representative.

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1, 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.

5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

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.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (1/09)

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

5.8 - Protection of Endangered Species

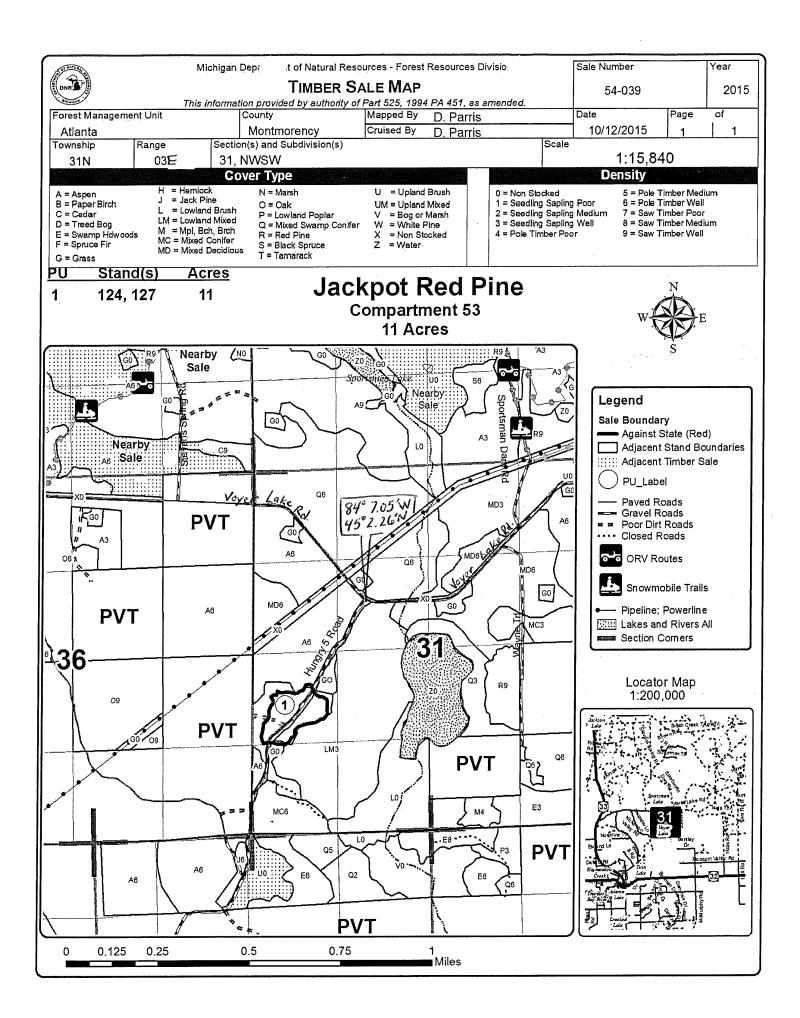
5.8.3 - Red shoulder hawk or goshawk (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area. An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

5.8.5 - Protection of raptor nests (3/13)

All trees with raptor nests will be protected if found during harvesting operations. Notification will be made to the Unit Manager or his/her representative who will notify the Wildlife Biologist so an on-site evaluation and recommendation can be made, if necessary.

Section Name: Sale Specific Current as of 12/21/2015 10:52:22AM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

BID FORM

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

SAGE PINE (54-010-15)

T29N, R02E, SEC. 01; T29N, R02E, SEC. 12; Montmorency COUNTY

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>A</u> [OVERTISED PRICE	BID PRICE
Sawtimber	751 50	MDE	Ф	450 00 /MDE	Φ
Red Pine	751.50	MBF	\$	158.00/MBF	\$
Pulpwood	469.00	Cordo	œ	AF FO/Cord	Φ.
Red Pine	468.00		\$	45.50/Cord	\$
n addition, the successful bidder	agrees to purchase	the following sp	pecies at t	the indicated advertise	ed price for a total value of \$553.35
PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>A</u> [OVERTISED PRICE	
Sawtimber					
Red Oak	1.80	MBF	\$	122.00/MBF	
Pulpwood	15.00	Cordo	e	16.70/Cord	
Jack Pine Red Oak		Cords Cords	\$	16.70/Cord 15.00/Cord	
White Oak		Cords	\$ \$	7.75/Cord	
The volumes are statistically est ubject to adjustment. Prospectivality. Inderstand that any or all bids n	ve bidders are urged nay be rejected. All I	to examine this	s timber a	ent. These estimated and to make their own all bid items must be	estimates of quantity and bid or the bid form may be
The volumes are statistically est ubject to adjustment. Prospectivuality. understand that any or all bids negicted. I also understand that complete the contract based upon	we bidders are urged nay be rejected. All lonsideration and awa n equipment and staf	to examine this bids must be si arding a contra ffing subject to	s timber a gned and ct will be l my contro	ent. These estimated and to make their own all bid items must be based upon my past pol.	estimates of quantity and bid or the bid form may be berformance and ability to
The volumes are statistically est ubject to adjustment. Prospectivuality. understand that any or all bids nejected. I also understand that complete the contract based upon FEDERAL ID:	we bidders are urged nay be rejected. All longituderation and awan equipment and staf	to examine this bids must be si arding a contra ffing subject to or SOCIAL SE	gned and ct will be I my contro	ent. These estimated and to make their own all bid items must be based upon my past pol.	estimates of quantity and bid or the bid form may be berformance and ability to
The volumes are statistically est ubject to adjustment. Prospectivuality. understand that any or all bids nejected. I also understand that complete the contract based upon FEDERAL ID:	nay be rejected. All lonsideration and awan equipment and staff	to examine this bids must be si arding a contra- ffing subject to or SOCIAL SE	gned and ct will be I my contro	ent. These estimated and to make their own all bid items must be based upon my past pol.	estimates of quantity and bid or the bid form may be berformance and ability to
The volumes are statistically est subject to adjustment. Prospectivity. understand that any or all bids nejected. I also understand that complete the contract based upon the company or individual Company representatives.	nay be rejected. All lonsideration and awan equipment and stafe bidding:	to examine this bids must be si arding a contra ffing subject to or SOCIAL SE	gned and ct will be I	ent. These estimated and to make their own all bid items must be based upon my past pol.	estimates of quantity and bid or the bid form may be berformance and ability to
The volumes are statistically est subject to adjustment. Prospectivity puality. understand that any or all bids ne ejected. I also understand that complete the contract based upon the complete the contract based upon the company or individual company representative Address:	nay be rejected. All lonsideration and awan equipment and staff bidding:	to examine this bids must be si arding a contra- ffing subject to or SOCIAL SE	gned and ct will be I my contro	ent. These estimated and to make their own all bid items must be based upon my past pol.	estimates of quantity and bid or the bid form may be performance and ability to
The volumes are statistically est subject to adjustment. Prospectiviquality. understand that any or all bids nejected. I also understand that complete the contract based upon the complete the contract based upon the company or individual Company representatives.	nay be rejected. All lonsideration and awan equipment and staff bidding:	to examine this bids must be si arding a contra- ffing subject to or SOCIAL SE	gned and ct will be I my contro	ent. These estimated and to make their own all bid items must be based upon my past pol.	estimates of quantity and bid or the bid form may be performance and ability to
The volumes are statistically est subject to adjustment. Prospectivity public to adjustment. Prospecti	nay be rejected. All lonsideration and awan equipment and staff bidding:	to examine this bids must be si arding a contra- ffing subject to or SOCIAL SE	gned and ct will be I my contro	ent. These estimated and to make their own all bid items must be based upon my past pol.	estimates of quantity and bid or the bid form may be performance and ability to
The volumes are statistically est subject to adjustment. Prospectivity puality. understand that any or all bids nejected. I also understand that complete the contract based upon the complete the contract based upon the company or individual company representative Address:	nay be rejected. All licensideration and award equipment and staff bidding:	to examine this bids must be si arding a contra ffing subject to or SOCIAL SE	gned and ct will be I my contro	ent. These estimated and to make their own all bid items must be based upon my past pol. NUMBER:	estimates of quantity and bid or the bid form may be performance and ability to

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.

Please Check Appropriate Categories:

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.

 My business is organized as (you must A. Sole Proprietorship (individual) B. Partnership C. Corporation 	t check <u>one</u> of	the boxes below):
Worker's Compensation Laws. B. I certify my business has satisfied its Exclusion (BWC-337, Rev. 5/96). In questions or a copy of the BWC-337	etorship and it ha so bligation to the will provide a cop 7, please call the Compensation F	es no employees but the sole proprietor. I am not subject to the e Worker's Compensation Act through the use of an approved Notice of by of the Notice of Exclusion within 21 days of the contract award. (For Worker's Compensation Bureau at 517-322-1195). Policy. I will provide an original Certificate of Insurance within twenty-
 If you have checked item 2(A) or 2(B) than yourself, including family member Full-time E 	rs and active pa	dicate the number of both full-time and part-time employees, other artners (if none, you must enter "0"). Part-time Employees
	-mpioyece	T dit time Employees
Name of Business		Federal ID (or) Social Security No.
Address		Telephone ()
City	State	ZIP
I hereby certify that the above information is in factors affecting my coverage during any Signature of Owner or Authorized Representative		ect. I agree to notify the Michigan DNR of any changes that occur and future operations.
Title		Date

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

BID FORM

ATLANTA MANAGEMENT UNIT ATLANTA OFFICE

SALSA SHARK RP (54-028-15) T31N, R02E, SEC. 05; Montmorency COUNTY

offer) for the following forest production non-responsive bid forms may be re		species mu	ust be at or above th	e advertised price. All
PRODUCTS & SPECIES	ESTIMATED VOLUME*	ΑI	OVERTISED PRICE	BID PRICE
Sawtimber Red Pine	17.30 MBF	\$	158.00/MBF	<u></u> \$
Pulpwood	005.00	Φ.	50 40 (O - m)	•
Red Pine	205.00 Cords	\$	50.40/Cord	\$
_	-	-		sed price for a total value of \$161.10:
PRODUCTS & SPECIES Pulpwood	ESTIMATED VOLUME*	<u>AI</u>	OVERTISED PRICE	
Jack Pine Mixed Aspen	7.00 Cords 2.00 Cords	\$ \$	18.50/Cord 15.80/Cord	
*The volumes are statistically estima subject to adjustment. Prospective quality. I understand that any or all bids may	bidders are urged to examine	this timber a	and to make their ow	n estimates of quantity and
rejected. I also understand that conscomplete the contract based upon e	sideration and awarding a con quipment and staffing subject	ract will be I to my contro	based upon my past ol.	performance and ability to
rejected. I also understand that conscomplete the contract based upon e	sideration and awarding a con quipment and staffing subject	ract will be I to my contro	based upon my past bl. NUMBER:	performance and ability to
rejected. I also understand that conscomplete the contract based upon e FEDERAL ID: Company or individual bio	sideration and awarding a con- equipment and staffing subject or SOCIAL S	ract will be I	based upon my past	performance and ability to
rejected. I also understand that conscomplete the contract based upon e FEDERAL ID: Company or individual bid Company representative'	sideration and awarding a confiquipment and staffing subject or SOCIAL S dding: s name:	ract will be I	based upon my past bl. NUMBER:	performance and ability to
rejected. I also understand that conscomplete the contract based upon e FEDERAL ID: Company or individual bid Company representative' Address:	sideration and awarding a con- equipment and staffing subject or SOCIAL S	ract will be I	based upon my past	performance and ability to
rejected. I also understand that conscomplete the contract based upon e FEDERAL ID: Company or individual bid Company representative' Address: City:	sideration and awarding a configuipment and staffing subject or SOCIAL stadding: s name: State:	ract will be I to my contro SECURITY I	based upon my past	performance and ability to
rejected. I also understand that conscomplete the contract based upon e FEDERAL ID: Company or individual bid Company representative' Address: City: IF AVAILABLE, PLEASE PLACE TH	sideration and awarding a consquipment and staffing subject or SOCIAL standing: state: HE PERSONALIZED LABEL F	ract will be I to my contro SECURITY I Zip:_ ROM YOUR	based upon my past bl. NUMBER: R PROSPECTUS IN	performance and ability to THE ABOVE BOX.
rejected. I also understand that conscomplete the contract based upon e FEDERAL ID: Company or individual bid Company representative' Address:	sideration and awarding a con- equipment and staffing subject or SOCIAL stadding: s name: State: HE PERSONALIZED LABEL F e's signature:	ract will be I to my contro SECURITY I Zip: ROM YOUR	based upon my past bl. NUMBER:	reperformance and ability to

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



Title

Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317, P.A. 1969 (Worker's Compensation) and Part 5 of Act 451 of 1994, as amended.						
VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE						
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within 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 writte	n signatures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you must	My business is organized as (you must check <u>one</u> of the boxes below):				
	A. Sole Proprietorship (individual)					
	B. Partnership					
	C. Corporation					
2.	You must check <u>one</u> of the boxes below	w:				
	A. I certify my business is a sole propried Worker's Compensation Laws.	torship and it has	no employees but	the sole proprietor. I am not subject to the		
		ill provide a copy	of the Notice of Ex	sation Act through the use of an approved Notice of xclusion within 21 days of the contract award. (For ation Bureau at 517 -322-1195).		
	C. \(\sum \) I certify my business has a Worker's one (21) days of the contract award.	Compensation Pol	icy. I will provide	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, oth than yourself, including family members and active partners (if none, you must enter "0"). 					
	Full times Fu			Dort time a Francisco		
	Full-time Er	npioyees		Part-time Employees		
Nam	ne of Business		Federal ID (or)	Social Security No.		
Address			Telephone			
City		State	ZIP			
				tify the Michigan DNR of any changes that occur		
n ta	actors affecting my coverage during any	of my present ar	nd future operati	ions.		
5	Signature of Owner or Authorized Representative					

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

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNRE

BID FORM

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

JACKPOT RED PINE (54-039-15) T31N, R03E, SEC. 31; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on May 24, 2016, 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
Sawtimber Red Pine	11.80 MBF	\$	144.00/MBF	\$
Pulpwood		*		*
Jack Pine	30.00 Cords	\$	17.75/Cord	\$
Red Pine	72.00 Cords	\$	48.40/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 30.93 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:			
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.				
Individual or company representative's signature: Date:				
Phone number : Email (optional):				

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



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 217 P.A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as amended.				
VE	VERIFICATION OF WORKER'S DISABILITY COMPENSATION A	CT 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	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.	 You must check one of the boxes below: A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517 -322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 				
3.	 If you have checked item 2(A) or 2(B), you must indicate the than yourself, including family members and active partners (ifFull-time Employees 				
Jam	Name of Business Fede	ral ID (or) Social Security No.			
vam	Name of business	ים ומו (or) Social Security No.			
Addr	Address Telep (phone)			
City	City State ZIP				
	hereby certify that the above information is true and correct. I agre n factors affecting my coverage during any of my present and future				

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

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

Date