

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6323

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on November 8, 2018.

LOCATION: NEWBERRY MGMT UNIT, PO BOX 428, 5666 STATE HWY M-123, NEWBERRY, MI 49868.

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

Effengee Red Pine (42-005-18) / T46N, R10W, SEC. 4, NWSE.

T46N, R10W, SEC. 5, W1/2NW.

Luce County, Advertised Price \$42,834.75, 61.2 Acres, Red Pine.

SALE NOTE: No new roads will be permitted in any Payment Unit. See Sale Spec 4.1.12.

Harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

The Silver Creek Trail is an ORV trail shown on the Timber Sale Map. See Sale Spec 5.2.39 for additional information.

A snowmobile trail is also shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

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.

Cut Finger Pine (42-006-18) / T47N, R11W, SEC. 10, S1/2NE, SE.

T47N, R11W, SEC. 11, W1/2SW.

T47N, R11W, SEC. 14, NWNW. T47N, R11W, SEC. 15, N1/2NE.

Luce County, Advertised Price \$165,706.80, 90.3 Acres, Red Pine, White Pine.

SALE NOTE: No new roads will be permitted in any Payment Unit. See Sale Spec 4.1.12.

The County must be contacted prior to harvesting in the county road right-of-way. This applies to Payment Units 1-3 and County Road 453.

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.

Excluded Red Pine (42-008-18) / T47N, R11W, SEC. 11, S1/2SW.

T47N, R11W, SEC. 14, NW, SWNE.

Luce County, Advertised Price \$94,620.75, 88.2 Acres, Red Pine.

SALE NOTE: No new roads will be permitted in any Payment Unit. See Sale Spec 4.1.12.

The County must be contacted prior to harvesting in the county road right-of-way. This applies to Payment Units 2-4 and County Roads 422 and 453.

Harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

The Silver Creek Trail is an ORV trail shown on the Timber Sale Map. See Sale Spec 5.2.39 for additional information.

A snowmobile trail is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

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, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on November 8, 2018. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

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

Effengee Red Pine (42-005-18)
T46N, R10W, SEC. 4; T46N, R10W, SEC. 5.
Luce County (Advertised Price \$42,834.75)

SALE NOTE: No new roads will be permitted in any Payment Unit. See Sale Spec 4.1.12.

Harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

The Silver Creek Trail is an ORV trail shown on the Timber Sale Map. See Sale Spec 5.2.39 for additional information.

A snowmobile trail is also shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

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* ADVERTISED PRICE

Pulpwood

Red Pine 597.00 Cords \$ 71.75 / Cord

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,142.00 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 47.9%

01 47.9% 02 52.1%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Pulpwood	286.0	Cords	29.7	\$20,520.50
2	Red Pine	Pulpwood	311.0	Cords	31.5	\$22,314.25
		TOTAL:	597.0	Cords		

^{*} The total volume is statistically estimated within plus (+) or minus (-) 14.54 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.

Sale Specific Conditions & Requirements

Sale Name: Effengee Red Pine Sale Number: 42-005-18 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 1 and 2 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

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.

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

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This 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.

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

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

5.2.39 - ORV trail/route protection (4/18)

The Silver Creek Trail is an ORV trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. Maintain a 20-foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail.

5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is 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 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 during snowmobile season.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

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.

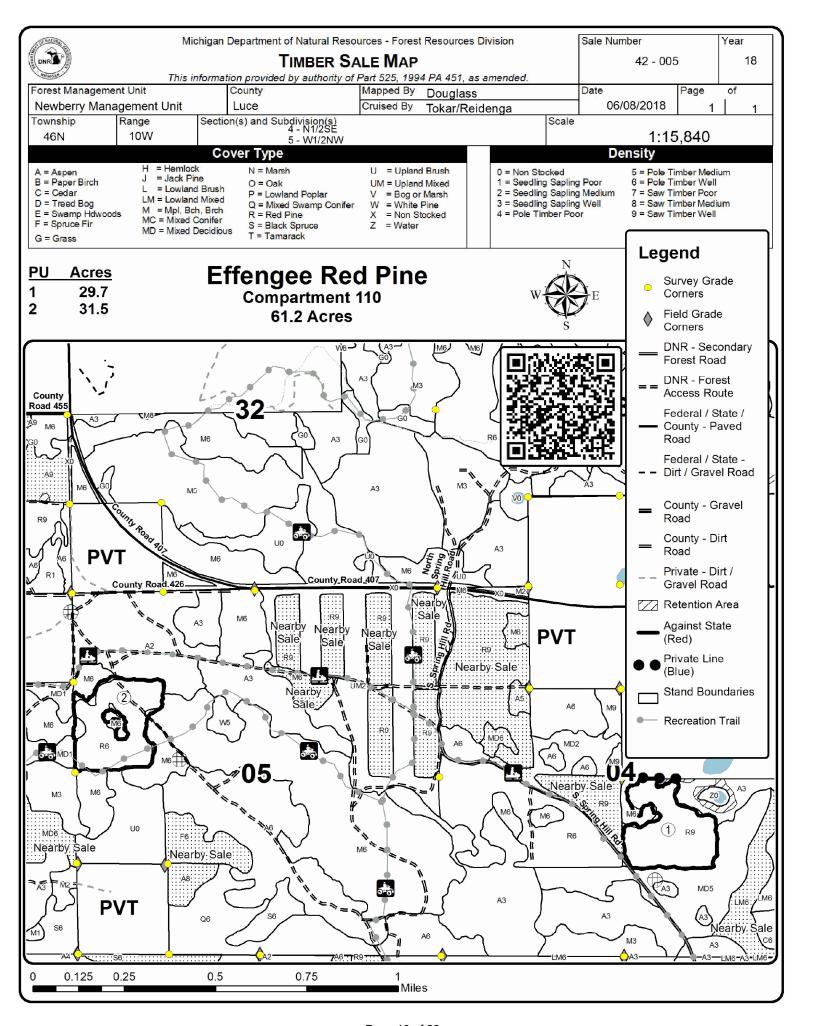
6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail and the Silver Creek ORV trail 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.

Section Name: Sale Specific Current as of 10/12/2018 12:36:30PM



TIMBER SALE INFORMATION

Cut Finger Pine (42-006-18)

T47N, R11W, SEC. 10; T47N, R11W, SEC. 11; T47N, R11W, SEC. 14; T47N, R11W, SEC. 15. Luce County (Advertised Price \$165,706.80)

SALE NOTE: No new roads will be permitted in any Payment Unit. See Sale Spec 4.1.12.

The County must be contacted prior to harvesting in the county road right-of-way. This applies to Payment Units 1-3 and County Road 453.

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	<u>ESTIMATE</u>	ESTIMATED UNITS*		ADVERTISED PRICE	
Pulpwood					
Balsam Fir	8.00	Cords	\$	15.00 / Cord	
Jack Pine	144.00	Cords	\$	45.00 / Cord	
Mixed Hardwood	74.00	Cords	\$	21.50 / Cord	
Paper Birch	37.00	Cords	\$	18.40 / Cord	
Red Pine	2,156.00	Cords	\$	67.25 / Cord	
White Pine	470.00	Cords	\$	25.20 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.67 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 \$8,285.00 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	13.8%
02	52.0%
03	34.2%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	8.0	Cords	14.1	\$22,913.25
	Jack Pine	·	136.0	Cords		
	Mixed Hardwood		63.0	Cords		
	Black Cherry		3.0	Cords		
	Red Maple		60.0	Cords		
	Paper Birch		37.0	Cords		
	Red Pine		103.0	Cords		
	White Pine		306.0	Cords		
2	Jack Pine	Pulpwood	5.0	Cords	46.0	\$86,193.05
	Mixed Hardwood		7.0	Cords		
	Beech		1.0	Cords		
	Black Cherry		2.0	Cords		
	Red Maple		4.0	Cords		
	Red Pine		1,239.0	Cords		
	White Pine		99.0	Cords		
3	Jack Pine	Pulpwood	3.0	Cords	30.2	\$56,600.50
	Mixed Hardwood		4.0	Cords		
	Black Cherry		1.0	Cords		
	Red Maple		3.0	Cords		
	Red Pine		814.0	Cords		
	White Pine		65.0	Cords		
		TOTAL:	2,889.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Cut Finger Pine Sale Number: 42-006-18 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by red paint. The Payment Unit boundary between Payment Unit 2 & 3 is County Road 453.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 - 3, cut all trees which meet minimum piece specifications in 2.2 Utilization.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood includes maple, beech and black cherry.

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. This is in order to facilitate scarification and planting operations.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 2 & 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.

4 - Transportation

4.1 - Construction

4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. Pull offs from County Road 453 will be allowed. 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. This applies to Payment Units 1 - 3 and County Road 453.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 10 feet back from the red paint line. If

sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit 1 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary for Payment Units 2 & 3. Slash cannot be piled.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.6 - 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.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

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

6.2.1 - Road posting (9/09)

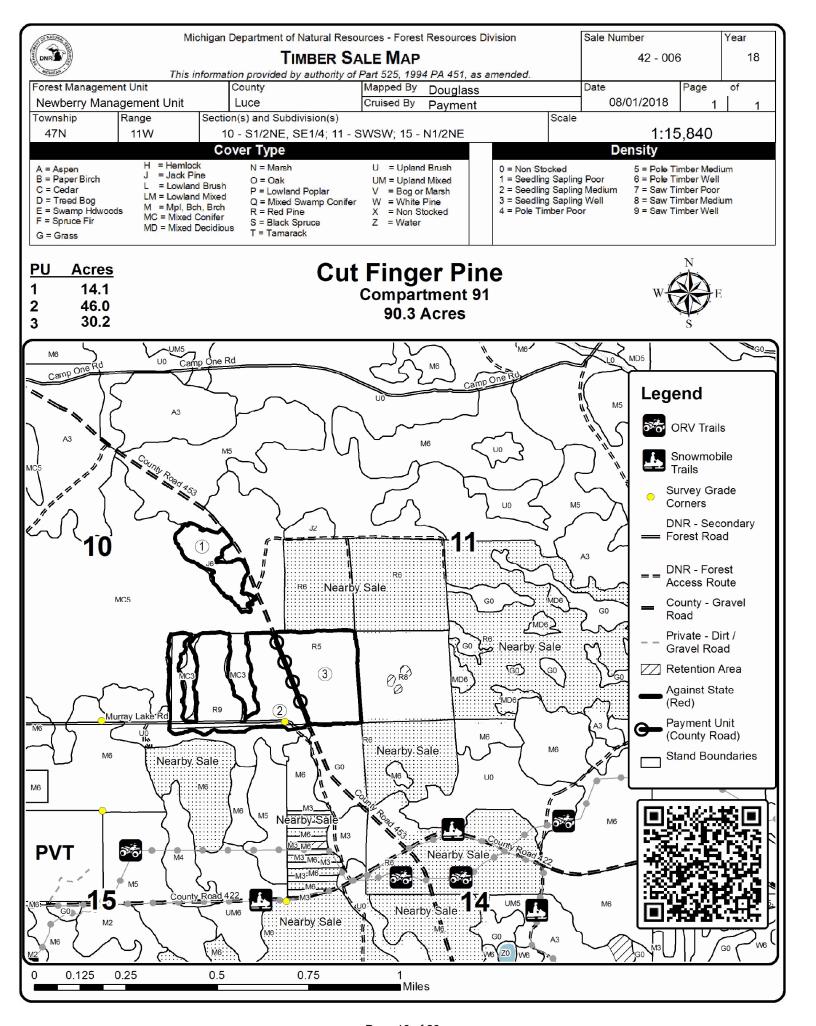
The Purchaser is responsible for posting and maintaining caution signs on County Road 453 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed.

7 - Other Conditions

7.3 - Contract Modifications

When contract	eation for reforestation (8/05) ual work of Purchaser has been uted from the Sale Area on writte		ea Map, Payment Unit

Section Name: Sale Specific Current as of 10/12/2018 12:16:22PM



TIMBER SALE INFORMATION

Excluded Red Pine (42-008-18)
T47N, R11W, SEC. 11; T47N, R11W, SEC. 14.
Luce County (Advertised Price \$94,620.75)

SALE NOTE: No new roads will be permitted in any Payment Unit. See Sale Spec 4.1.12.

The County must be contacted prior to harvesting in the county road right-of-way. This applies to Payment Units 2-4 and County Roads 422 and 453.

Harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

The Silver Creek Trail is an ORV trail shown on the Timber Sale Map. See Sale Spec 5.2.39 for additional information.

A snowmobile trail is shown on the Timber Sale Map. See Sale Spec 5.2.41 for restrictions.

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

Pulpwood

Red Pine

1.407.00 Cords

ADVERTISED PRICE

\$ 67.25 / Cord

* The total volume is statistically estimated within plus (+) or minus (-) 8.23 percent. The estimated units are final and not subject to

BOND AND PAYMENT SCHEDULE:

1. A bond in the amount of \$4,731.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.

adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

- 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	46.4%
02	10.0%
03	15.5%
04	28.1%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2021.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE	
1	Red Pine	Pulpwood	653.0	Cords	34.0	\$43,914.25	
2	Red Pine	Pulpwood	141.0	Cords	10.1	\$9,482.25	
3	Red Pine	Pulpwood	218.0	Cords	15.7	\$14,660.50	
4	Red Pine	Pulpwood	395.0	Cords	28.4	\$26,563.75	
TOTAL: 1,407.0 Cords							

Sale Specific Conditions & Requirements

Sale Name: Excluded Red Pine Sale Number: 42-008-18 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 - 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible unless approved by the Unit Manager or his/her representative.

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. This applies to Payment Units 2 - 4 and County Roads 422 and 453.

5 - Operations

5.2 - Conduct of Operations

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1 - 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.

5.2.3.6 - 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.

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

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

5.2.39 - ORV trail/route protection (4/18)

The Silver Creek Trail is an ORV trail or route and is shown on the Timber Sale Map. Do not cut trees or damage posts with yellow ORV markers. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20 foot wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route. Skidding across the trail or route may only occur in locations approved by the sale administrator.

5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is 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. The road maintenance/restoration must be done prior to December 1. 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.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

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.

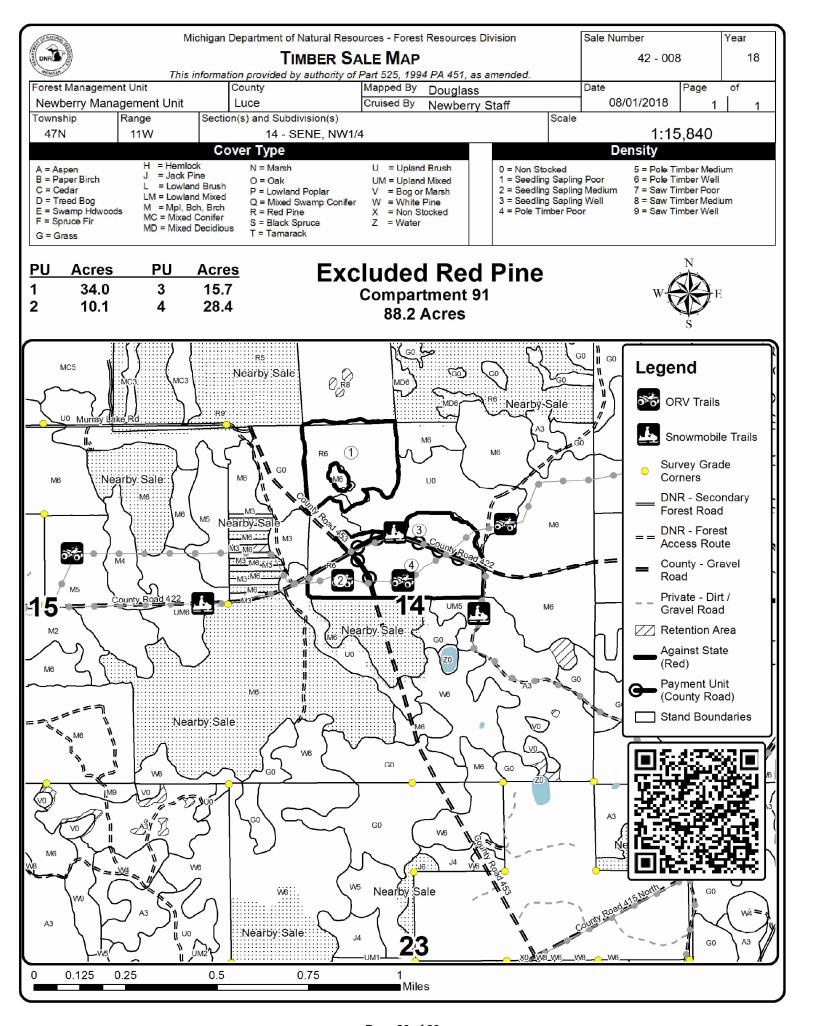
6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on Silver Creek ORV Trail 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.

Section Name: Sale Specific Current as of 10/12/2018 10:29:55AM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

Effengee Red Pine (42-005-18) T46N, R10W, SEC. 4; T46N, R10W, SEC. 5; Luce COUNTY

offer) for t		e held 3:00 p.m. (local time) on N to be cut. Bids for individual sp ected.			- ·
PRODUC Pulpwood	STS & SPECIES	ESTIMATED VOLUME*	<u>AC</u>	VERTISED PRICE	BID PRICE/UNIT
Red		597.00 Cords	\$	71.75/Cord	\$
	-	ed within plus (+) or minus (-) 14 re urged to examine this timber	•		olumes are final and not subject s of quantity and quality.
rejected.	I also understand that consid	be rejected. All bids must be sig deration and awarding a contrac nd staffing subject to my control	t will be b		id or the bid form may be rformance and ability to complete
	FEDERAL ID:	or SOCIAL SEC	URITY N	IUMBER:	
	Company or individual bidd	ding:			
	Company representative's	name:			
	Address:				
	City:	State:	Zip:		
ı IF AVAIL	ABLE, PLEASE PLACE THE	E PERSONALIZED LABEL FRO	M YOUR	PROSPECTUS IN TH	E ABOVE BOX.
		's signature:			Date:

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 <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. 								
0.	than yourself, including family members and active partne	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)

BID FORM

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

<u>Cut Finger Pine (42-006-18)</u>

T47N, R11W, SEC. 10; T47N, R11W, SEC. 11; T47N, R11W, SEC. 14; T47N,

In response to the notice of sale to be held 3:00 p.m. (local time) on November 8, 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	<u>ESTIMATED</u>	VOLUME*	AD\	<u> /ERTISED PRICE</u>	BID PRICE/UNIT
Pulpwood					
Balsam Fir	8.00	Cords	\$	15.00/Cord	\$
Jack Pine	144.00	Cords	\$	45.00/Cord	\$
Mixed Hardwood	74.00	Cords	\$	21.50/Cord	\$
Paper Birch	37.00	Cords	\$	18.40/Cord	\$
Red Pine	2,156.00	Cords	\$	67.25/Cord	\$
White Pine	470.00	Cords	\$	25.20/Cord	\$

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

	FEDERAL ID:	or SOCIAL	SECURITY NUMBER:	:		
	Company or individual biddir	ng:		<u></u>		
	Company representative's name:					
	Address:					
	City:	State:	Zip:			
IF AVAIL	ABLE, PLEASE PLACE THE I	PERSONALIZED LABEL	FROM YOUR PROSPE	ECTUS IN THE ABOVE BOX.	_	
Individual	I or company representative's	signature:		Date:		
Phone nu	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

^{*}The volumes are statistically estimated within plus (+) or minus (-) 10.67 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.



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	OMPENSATI	ON ACT COMPLI	ANCE
•	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 exce	pt for written	signatures.	
Ple	ease Check Appropriate Categories:			
1.	My business is organized as (you must che	ck one 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.	ip and it has no	employees but the s	ole proprietor. I am not subject to the
B. I certify my business has satisfied its o bligation to the Exclusion (BWC-337, Rev. 5/96). I will provide a copy questions or a copy of the BWC-337, please call the		ovide a copy of	the Notice of Exclusi	on 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.			
3.	If you have checked item 2(A) or 2(B), you than yourself, including family members and			
	Full-time Employ	/AAS		Part-time Employees
	r un une Employ	,003		r art time Employees
Nam	ne of Business		Federal ID (or) Socia	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			e Michigan DNR of any changes that occur
11 10	actors affecting my coverage during any or my	y present and	ruture operations.	
_				
S	Signature of Owner or Authorized Representative			

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

Date

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

Excluded Red Pine (42-008-18)

T47N, R11W, SEC. 11; T47N, R11W, SEC. 14; Luce COUNTY

offer) for th		held 3:00 p.m. (local time) on N to be cut. Bids for individual spe cted.				
	TS & SPECIES	ESTIMATED VOLUME*	AD\	VERTISED PRICE	BID PRICE/UNIT	
Pulpwood Red P	Pine	1,407.00 Cords	\$	67.25/Cord	\$	
	_	ed within plus (+) or minus (-) 8.2 urged to examine this timber and	-		umes are final and not subject to f quantity and quality.	
rejected. I	also understand that consid	be rejected. All bids must be sig leration and awarding a contract and staffing subject to my control.	will be ba		d or the bid form may be formance and ability to complete	
	FEDERAL ID:	or SOCIAL SEC	URITY N	UMBER:		
Company or individual bidding:						
Company representative's name:						
		State:				
ے IF AVAILA	BLE, PLEASE PLACE THE	PERSONALIZED LABEL FRO	M YOUR	PROSPECTUS IN THI	E ABOVE BOX.	•
Individual o	or company representative's	s signature:			Date:	
Phone nun	mber :	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

Sale Number (XX – XXX – XX – XX)	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.

one (21) days of the contract award.

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation 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

C. I certify my business has a Worker's Compensation Policy. 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, other

questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).

than yourself, including family members and active partners (if none, you must enter "0").

Full-time Employees		Part-time Employees	
Name of Business		Federal ID (or) Social Security No.	
Address		Telephone ()	
City	State	ZIP	
I hereby certify that the above information is in factors affecting my coverage during any Signature of Owner or Authorized Representative		I agree to notify the Michigan DNR of any changes that occur future operations.	
Title		Date	

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

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