

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #5664

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 12, 2016. LOCATION: ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837.

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

CEDAR RIVER DIVIDE (33-023-16) / T35N, R25W, SEC. 04, N1/2NE.

T35N, R25W, SEC. 27, 36N 25W SESE.

T36N, R25W, SEC. 34, E1/2SW, SWSE, E1/2SE.

T36N, R25W, SEC. 34, SWNW,E1/2NW,NWNE,E1/2NE,SWSW.

Menominee County, Advertised Price \$117,312.00, 227.8 Acres, Hardwood, Spruce/Fir/Tamarack.

SALE NOTE: Five units of this sale will be accessed via the Forest Island ORV Trail, this trail/road must be kept in good condition at all times. Within unit 1, the eastern larch beetle has caused some mortality of the tamarack. The purchaser should harvest this unit as soon as possible.

North of Payment Unit 2, the private landowner has his timber marked for cutting. The landowner maybe interested in having the purchaser harvest his wood, which will be accessed through state land.

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.

ROSS CREEK SBW (33-024-16) / T36N, R27W, SEC. 09, NWSE, SWSE.

T36N, R27W, SEC. 16, NE1/4, SE1/4, SESW.

Menominee County, Advertised Price \$141,498.40, 167.8 Acres, Hardwood, N White Cedar.

SALE NOTE: Within the sale, the Spruce Budworm and the Eastern Larch Beetle are present and have already caused some mortality. The purchaser should harvest this sale as soon as possible to prevent any further loss of volume.

EXTRA CHEESY SBW (33-025-16) / T36N, R27W, SEC. 17, SESW.

T36N, R27W, SEC. 20, NENW, SENW.

Menominee County, Advertised Price \$30,565.00, 36.7 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: The sale area has the Spruce Budworm presently within it and some mortality has already occurred. The purchaser should harvest this sale as soon as possible.

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

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

Bids must be received by the Unit Manager, ESCANABA OFFICE, 6833 HWY 2, 41 & M-35, GLADSTONE, MI 49837, no later than 3:00 p.m. (local time) on July 12, 2016. For further information concerning this sale, contact Eric Thompson at 906-786-2354.

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

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TIMBER SALE INFORMATION

CEDAR RIVER DIVIDE (33-023-16)

T35N, R25W, SEC. 04; T35N, R25W, SEC. 27; T36N, R25W, SEC. 34.

Menominee County (Advertised Price \$117,312.00)

SALE NOTE: Five units of this sale will be accessed via the Forest Island ORV Trail, this trail/road must be kept in good condition at all times. Within unit 1, the eastern larch beetle has caused some mortality of the tamarack. The purchaser should harvest this unit as soon as possible.

North of Payment Unit 2, the private landowner has his timber marked for cutting. The landowner maybe interested in having the purchaser harvest his wood, which will be accessed through state land.

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:

ESTIMATE	D UNITS*	<u>ADVE</u>	ERTISED PRICE
33.30	MBF	\$	188.00 / MBF
1,668.00	Cords	\$	33.55 / Cord
619.00	Cords	\$	27.30 / Cord
568.00	Cords	\$	23.40 / Cord
352.00	Cords	\$	48.80 / Cord
	33.30 1,668.00 619.00 568.00	1,668.00 Cords 619.00 Cords 568.00 Cords	33.30 MBF \$ 1,668.00 Cords \$ 619.00 Cords \$ 568.00 Cords \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$7,722.70:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADVI</u>	ERTISED PRICE
Sawtimber			
White Pine	34.60 MBF	\$	87.00 / MBF
Pulpwood			
Quaking Aspen	125.00 Cords	\$	37.70 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 9.00 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 \$6,000.00 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 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 06/30/2019.

Sale Specific Conditions & Requirements

Sale Name: CEDAR RIVER DIVIDE Sale Number: 33-023-16 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are four (4) inches or more at DBH; except hemlock and trees marked with green paint.

Within Payment Unit(s) 6, cut all hardwood trees greater than four (4) inches at DBH.

Within Payment Unit(s) 7 and 8, cut all trees greater than two (2) inches at DBH.

Within Payment Unit(s) 9, cut all trees greater than two (2) inches at DBH; except trees marked with green paint.

Within Payment Unit(s) 10, cut all trees greater than three (3) inches at DBH; except trees marked with green paint.

Within Payment Unit(s) 11 and 12, cut all trees greater than four (4) inches at DBH; except hemlock and trees marked with green paint.

Within Payment Unit(s) 1, 11, and 12 there are some retention patches that are bounded by a red paint line and need to be protected. No harvesting activities may occur within these areas.

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

Within Payment Unit(s) 2 and 3, cut all trees which meet minimum piece specifications in 2.2 Utilization; except hemlock, cedar, and pine.

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

Within Payment Unit(s) 4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all merchantable aspen and balsam fir; except those marked with green paint.

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

Within Payment Unit(s) 5, cut all trees that are three (3) inches or more at DBH; except white pine, hemlock, and trees marked with green paint above and below stump height.

2.1.11 - Description of timber note (2/04)

Note that the mixed hardwood sawlog volume contains red maple, green ash, white birch, sugar maple, and basswood. The mixed hardwood pulpwood volume is primarily maple and ash. The mixed softwood pulpwood contains about 181 cords of white pine, 177 cords of spruce, 132 cords of balsam fir, 111 cords of tamarack, and some minor amounts of other species.

2.1.16 - Timber along county or forest roads (6/14)

Cut and remove all trees marked with orange paint along County Road 551, starting from the south end of Payment Unit 11 to the north end of Payment Unit 11. All wood must be decked separately by product and the timber sale administrator will scale the wood and the contractor will be billed for the wood at the contract rates.

2.2 - Utilization

2.2.4 - Skidding length (2/14)

Skidding of unlimbed tops or lengths over 17 feet is not permissible within Payment Unit 4.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) \$18,000 in value or greater 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

4.1.5 - Culverts (5/14)

Roads may require the installation of culverts for cross drainage or at natural drainage-ways. If culverts are needed in these locations, their placement will be specified by the sale administrator and they shall be installed prior to hauling. The culverts shall be new, corrugated metal or plastic gauge. Culverts will be a minimum of 12 inches in diameter and 24 feet in length. If culverts are removed, fill shall be removed from wetland soils as specified. Soils shall be maintained and left in a non-erodible condition, with water bars, seed, fertilizer, mulch, and slash installed as directed by the sale administrator and as specified in the BMP manual.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.4 - Grading (12/14)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.4 - Access

4.4.3 - Access gate (12/08)

The access gate must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative. This applies when harvesting Payment Units 1 - 5.

5 - Operations

5.2 - Conduct of Operations

5 2 1 - Slash

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 50 feet from the cleared right-of-way of County Road 551.

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1, 11, and 12 cutting and skidding are limited to the period of December 1st to March 31st, unless there is an extended dry or frozen period and the sale administrator approves harvesting during that time period. This restriction is because of low wet ground within the units.

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 2, 3, 5, and 6, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of some low wet ground in units 2, 3, and 6. Also, part of the access into units 2, 3, and 5 is low and wet.

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.

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 551 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on the Forest Island ORV Trail prior to beginning operations. The trail must be posted at the gate off of the Town Road and north of Payment Unit 1 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.

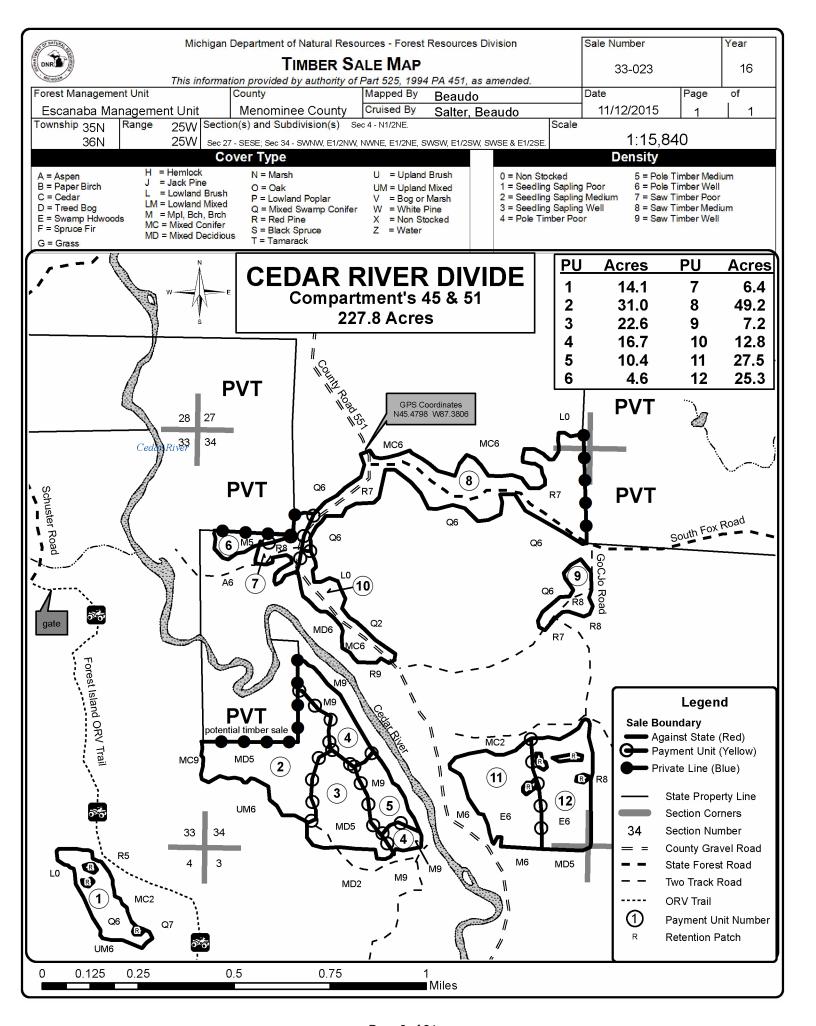
7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from the Eastern Larch Beetle in Payment Unit 1. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 5/27/2016 9:17:29AM



TIMBER SALE INFORMATION

ROSS CREEK SBW (33-024-16)

T36N, R27W, SEC. 09; T36N, R27W, SEC. 16. Menominee County (Advertised Price \$141,498.40)

SALE NOTE: Within the sale, the Spruce Budworm and the Eastern Larch Beetle are present and have already caused some mortality. The purchaser should harvest this sale as soon as possible to prevent any further loss of volume.

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		
Mixed Hardwood	1,376.00 Cords	\$ 33.55 / Cord
Mixed Softwood	1,013.00 Cords	\$ 36.10 / Cord
N. White Cedar	1,199.00 Cords	\$ 30.90 / Cord
Quaking Aspen	576.00 Cords	\$ 37.70 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 8.36 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 \$7,100.00 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 06/30/2019.

Sale Specific Conditions & Requirements

Sale Name: ROSS CREEK SBW Sale Number: 33-024-16 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The northern boundary of Payment Units 1 and 2 is Zemba Lane. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 2, 3, 5, 6, 9, and 10, cut all trees that are three (3) inches or more at DBH.

Except within Payment Unit 3, there are three retention patches that have been retained. They are bounded by a red paint line and no harvesting activities may occur within them.

Except within Payment Unit 10, do not cut the cedar.

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

Within Payment Unit(s) 1, 4, 7, 8, 11, and 12, cut all trees that are three (3) inches or more at DBH; except trees marked with green paint above and below stump height.

In addition:

Within Payment Unit 4, do not cut cedar and hemlock.

Within Payment Units 7 and 8, do not cut any hemlock and cedar greater than 10 inches at DBH. All hemlock and cedar less than ten (10) inches at DBH is designated for harvest.

There are five retention patches in Payment Unit 7 and one retention patch in Payment Unit 11. These patches are bounded by a red paint line and no harvesting activities may occur within them.

2.1.11 - Description of timber note (2/04)

Note that the mixed softwood pulpwood volume contains approximately 602 cords of balsam fir, 235 cords of spruce, 157 cords of tamarack, and 18 cords of white pine. The mixed hardwood pulpwood volume is primarily a mix of maple and ash, with lesser amounts of other species.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) \$18,000 in value or greater 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

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.4 - Grading (12/14)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

5 - Operations

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 3, 7, 8, 10, 11, and 12; cutting and skidding are limited to the period of December 1st to March 31st, unless there is an extended dry or frozen period and the sale administrator approves harvesting during that time period. This restriction is because of low wet ground within all of the units, except unit 10 which has low ground access.

5.2.3.11 - Coppice regeneration protection (4/10)

To promote aspen regeneration, harvesting is limited to September 15th - April 15th in Payment Unit 4.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 2 and 9, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of some areas of wet ground within each of the units.

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.

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 the Klatt Road prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

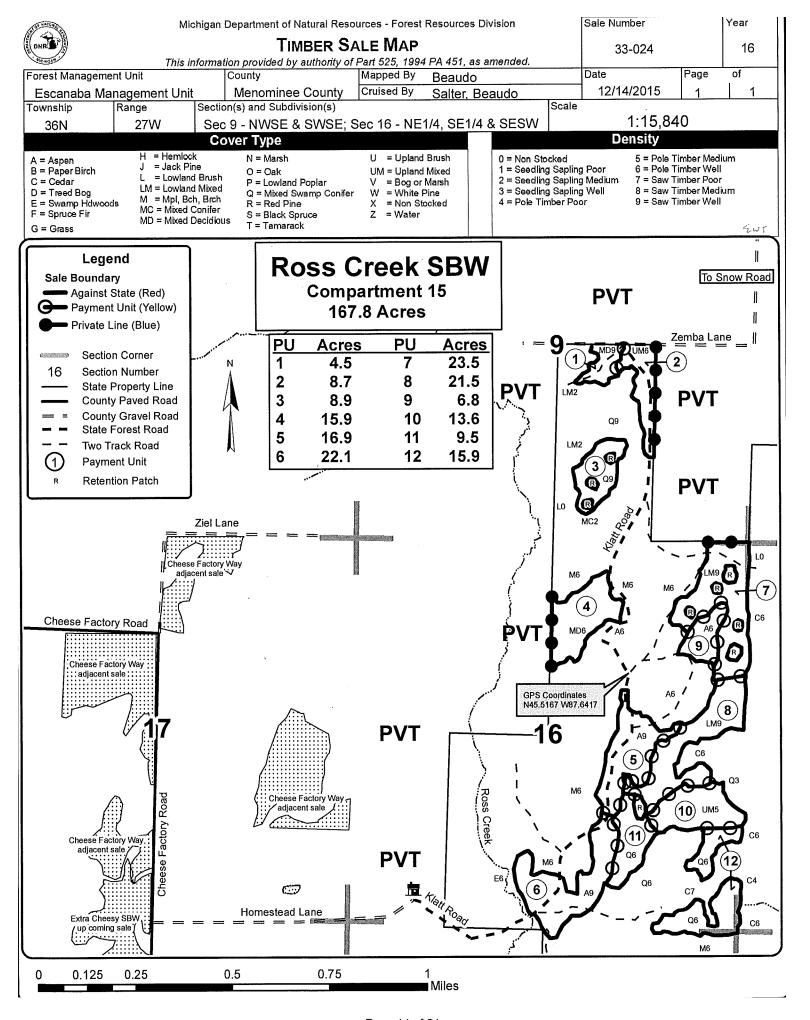
7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 5/27/2016 9:31:06AM



TIMBER SALE INFORMATION

EXTRA CHEESY SBW (33-025-16)

T36N, R27W, SEC. 17; T36N, R27W, SEC. 20. Menominee County (Advertised Price \$30,565.00)

SALE NOTE: The sale area has the Spruce Budworm presently within it and some mortality has already occurred. The purchaser should harvest this sale as soon as possible.

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				
Mixed Hardwood	188.00 Cords	\$	36.25 / Cord	
Mixed Softwood	352.00 Cords	\$	29.50 / Cord	
Quaking Aspen	328.00 Cords	\$	40.75 / Cord	

^{*} The total volume is statistically estimated within plus (+) or minus (-) 19.91 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 \$2,000.00 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 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 09/30/2017.

Sale Specific Conditions & Requirements

Sale Name: EXTRA CHEESY SBW Sale Number: 33-025-16 Seq#: 1

1 - Sale Area

12 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by red and yellow paint. Exterior sale boundary lines against state are marked with red paint. The eastern boundary of the sale is the Cheese Factory Road. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid for.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all balsam fir and spruce trees that are three (3) inches or more at DBH. In addition, cut all other merchantable trees.

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

2.1.11 - Description of timber note (2/04)

Note that the mixed softwood pulpwood volume consists of 232 cords of balsam fir, 58 cords of cedar, 34 cords of spruce, and 26 cords of pine and tamarack. The mixed hardwood pulpwood is primarily a mix of maple and ash.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) \$18,000 in value or greater 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

4.1.8 - Road work (1) (8/07)

The following road work is required: a new 12" X 24' corrugated steel culvert will need to be purchased and installed by the purchaser. A minimum of twelve inches of gravel will need to be placed over the culvert. The culvert will be set on the access road into Payment Unit 2.

Gravel is available from state land about 1 mile away.

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary permits that may be required. The Purchaser needs to contact the Menominee County Road Commission prior to setting the culvert in the R.O.W. of the Cheese Factory Road.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.4 - Grading (12/14)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and

filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

5 - Operations

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (12/04)

All slash must be removed at least 50 feet from the cleared right-of-way of the Cheese Factory Road.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, cutting and skidding occur during dry summer or frozen winter conditions. The reason for the recommendation is because of some low wet ground within the unit.

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.

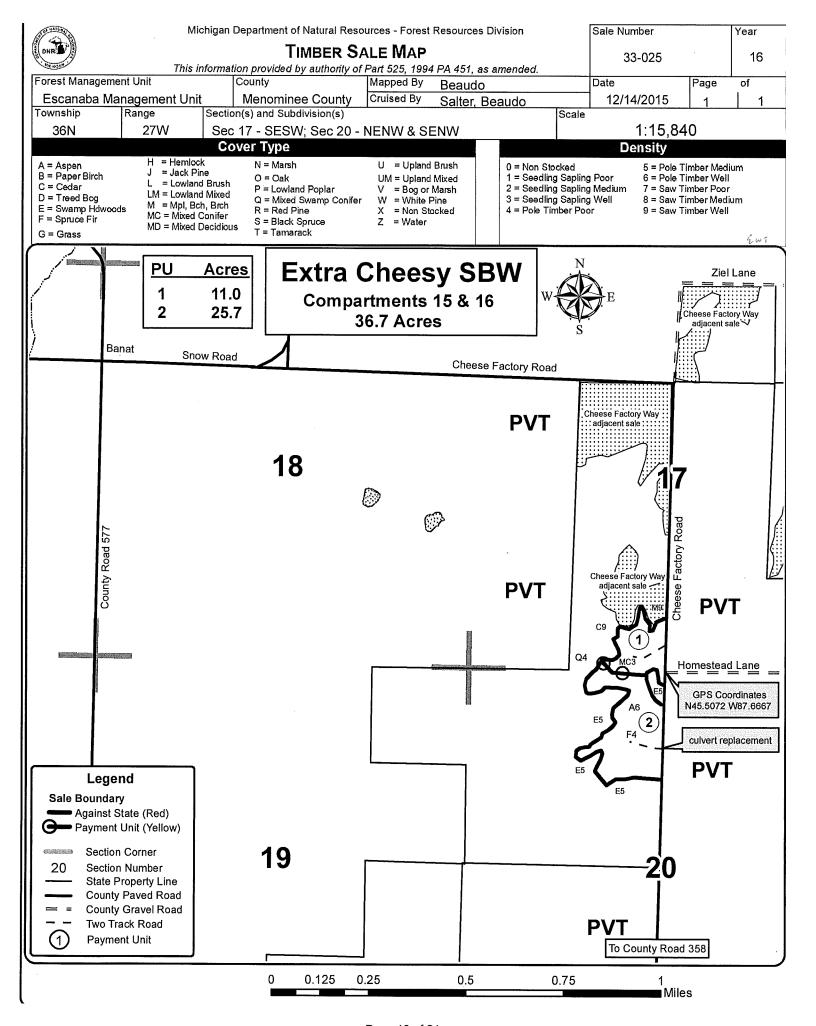
7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 5/27/2016 9:23:20AM



BID

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

CEDAR RIVER DIVIDE (33-023-16)

T35N, R25W, SEC. 04; T35N, R25W, SEC. 27; T36N, R25W, SEC. 34; Menominee

In response to the notice of sale to be held 3:00 p.m. (local time) on July 12, 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 Sawtimber	ESTIMATED '	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE
Mixed Hardwood	33.30	MBF	\$	188.00/MBF	\$
Pulpwood					
Mixed Hardwood	1,668.00	Cords	\$	33.55/Cord	\$
Mixed Softwood	619.00	Cords	\$	27.30/Cord	\$
N. White Cedar	568.00	Cords	\$	23.40/Cord	\$
Red Pine	352.00	Cords	\$	48.80/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$7,722.70:

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	ADV	ERTISED PRICE
White Pine	34.60	MBF	\$	87.00/MBF
Pulpwood Quaking Aspen	125.00	Cords	\$	37.70/Cord

*The volumes are statistically estimated within plus (+) or minus (-) 9.00 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or SOCIAL SECU	JRITY NUMBER:	
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN T	THE ABOVE BOX.
ndividual	or company representative's signature	re:		Date:
Phone nu	ımber:	Email (d	optional):	

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



Michigan Department of Natural Resources Forest Resources Division

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

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

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

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

sale contract.

•	 In addition, if boxes 2B or 2C are checked, then Notice of Extwenty-one (21) days of the contract award and prior to the iss 	exclusion or Certificate of Insurance must be submitted within suance 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 one of the bo Sole Proprietorship (individual) Partnership Corporation 	xes below):		
2.	 A. I certify my business is a sole proprietorship and it has no en Worker's Compensation Laws. B. I certify my business has satisfied its o bligation to the Worker's Compensation Laws. 	er's Compensation Act through the use of an approved Notice of Notice of Exclusion within 21 days of the contract award. (For S's Compensation Bureau at 517 -322-1195).		
3.	 If you have checked item 2(A) or 2(B), you must indicate t than yourself, including family members and active partners Full-time Employees 	the number of both full-time and part-time employees, other (if none, you must enter "0"). Part-time Employees		
Nan	Jame of Business	ederal ID (or) Social Security No.		
Add	Address T	elephone)		
City	City State Z	IP		
in f	hereby certify that the above information is true and correct. I an factors affecting my coverage during any of my present and fur Signature of Owner or Authorized Representative	ture operations.		
	Title	Date		

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

BID

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

ROSS CREEK SBW (33-024-16)

T36N, R27W, SEC. 09; T36N, R27W, SEC. 16; Menominee COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 12, 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
Pulpwood				
Mixed Hardwood	1,376.00 Cords	\$	33.55/Cord	\$
Mixed Softwood	1,013.00 Cords	\$	36.10/Cord	\$
N. White Cedar	1,199.00 Cords	\$	30.90/Cord	\$
Quaking Aspen	576.00 Cords	\$	37.70/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 8.36 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	vidual 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



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.				
PΙε	Please Check Appropriate Categories:				
1.	My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation				
2.	 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. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). 				
	Full-time Employees	Part-time Employees			
Nan	lame of Business	Federal ID (or) Social Security No.			
Add	ddress Te	Telephone ()			
City	State ZI	Р			
in f	hereby certify that the above information is true and correct. I an factors affecting my coverage during any of my present and fut. Signature of Owner or Authorized Representative				
	Title	Date			

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

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

BID

ESCANABA MANAGEMENT UNIT ESCANABA OFFICE

EXTRA CHEESY SBW (33-025-16)

T36N, R27W, SEC. 17; T36N, R27W, SEC. 20; Menominee COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 12, 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 PE	RICE
Pulpwood					
Mixed Hardwood	188.00 Cords	\$	36.25/Cord	\$	
Mixed Softwood	352.00 Cords	\$	29.50/Cord	\$	
Quaking Aspen	328.00 Cords	\$	40.75/Cord	\$	

*The volumes are statistically estimated within plus (+) or minus (-) 19.91 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	_ -	or SOC	CIAL SECURITY NUMBER:		
	Company or 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 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	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. 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. 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. Certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. 				
	than yourself, including family members and active partners. Full-time Employees	e the number of both full-time and part-time employees, other ers (if none, you must enter "0"). Part-time Employees			
Nan	ame of Business	Federal ID (or) Social Security No.			
Add	Idress	Telephone ()			
City 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)