

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5931**

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on July 24, 2017. LOCATION: MANTON FIELD OFFICE, 521 N MICHIGAN, MANTON, MI 49663.

PROSPECTUS NOTE: The bidder is advised to inspect the sale area and review the location, estimated volumes, operating costs and contract terms of proposed sales. Please be aware that some landowners may request 60 days or more notice for access across their land.

Notice is hereby given that bids will be received by the Unit Manager, CADILLAC MANAGEMENT UNIT, for certain timber on the following described lands:

148 Pine (63-003-17)

Wexford County, Advertised Price \$54,286.25, 93.2 Acres, Red Pine, White Pine.

SALE NOTE: Access may be through private or other public land.

Million Dollar Road Aspen (63-014-17)

Wexford County, Advertised Price \$152,903.20, 181.5 Acres, Aspen, Hardwood.

SALE NOTE: Access may be through private or other public land.

Hopkin Flats Red Pine (63-017-17)

Missaukee County, Advertised Price \$113,617.40, 97.3 Acres, Hardwood, Red Pine.

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

#### BID INSTRUCTIONS (VER. 09/02/2016):

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

Bids must be received by the Unit Manager, MANTON OFFICE, 521 N MICHIGAN, MANTON, MI 49663, no later than 3:00 p.m. (local time) on July 24, 2017. For further information concerning this sale, contact Joe Ventinglia at 231-824-3591 extension 11.

#### 2. Bidder's Qualifications (5/16)

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

#### 3. Preparation of Sealed Bids (5/16)

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

#### 4. Submission of Sealed Bids (5/16)

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

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

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

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

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

#### 6. Award of Contract (1/11)

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

#### 7. Down Payment (1/11)

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

#### 8. Performance Security (1/11)

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

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

#### 9. Timber Sale Contract (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 (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

#### 148 Pine (63-003-17)

Wexford County (Advertised Price \$54,286.25)

SALE NOTE: Access may be through private or other public land.

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*		VERTISED PRICE
Sawtimber Red Pine Pulpwood	176.00 M	IBF \$	134.00 / MBF
Red Maple	10.00 C	ords \$	22.60 / Cord
Red Pine	673.00 C	ords \$	44.65 / Cord
White Pine	22.00 C	ords \$	19.40 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.32 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 \$2,714.00 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 09/30/2019.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	79.2	MBF	17.6	\$15,637.30
	Red Maple	Pulpwood	5.0	Cords		
	Red Maple		5.0	Cords		
	Red Pine		110.0	Cords		
	Red Pine		110.0	Cords		
2	Red Pine	Sawtimber	73.5	MBF	31.9	\$16,726.20
	Red Maple	Pulpwood	4.0	Cords		
	Black Cherry		4.0	Cords		
	Red Pine		152.0	Cords		
	Red Pine		152.0	Cords		
3	Red Pine	Sawtimber	8.3	MBF	23.2	\$11,345.80
	Red Maple	Pulpwood	1.0	Cords		
	Black Cherry		1.0	Cords		
	Red Pine		220.0	Cords		
	Red Pine		219.0	Cords		
	Scotch Pine		1.0	Cords		
	White Pine		20.0	Cords		
	White Pine	Sawtimber	2.4	MBF		
	White Pine	Pulpwood	15.0	Cords		
4	Red Pine	Sawtimber	15.0	MBF	20.5	\$10,576.95
	Red Pine	Pulpwood	191.0	Cords		
	Red Pine		191.0	Cords		
	White Pine		2.0	Cords		
	White Pine	Sawtimber	0.3	MBF		
	White Pine	Pulpwood	1.0	Cords		
		TOTAL:	176.0	MBF		
		TOTAL:	705.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: 148 Pine Sale Number: 63-003-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary is 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) 1-3, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all maple, aspen and cherry.

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

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

#### 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.

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Contact the Manton field office for landowner information. This only applies to Payment Unit 3.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations a Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 3 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

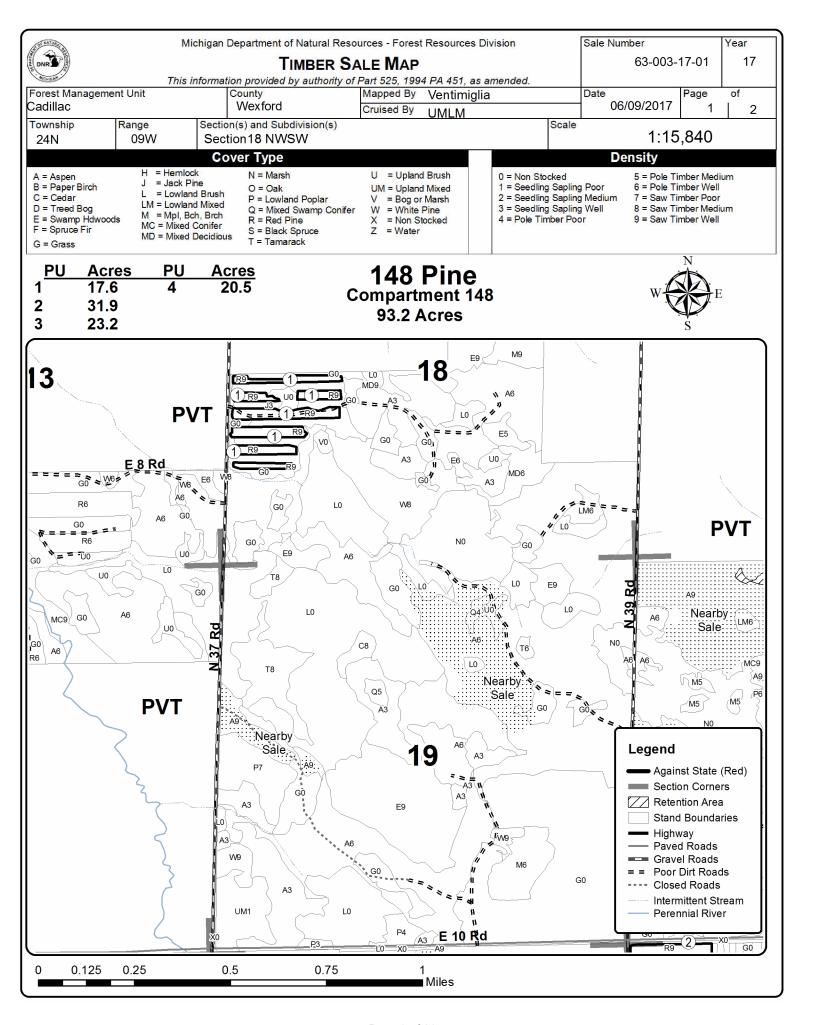
#### 6 - Safety and Fire Prevention

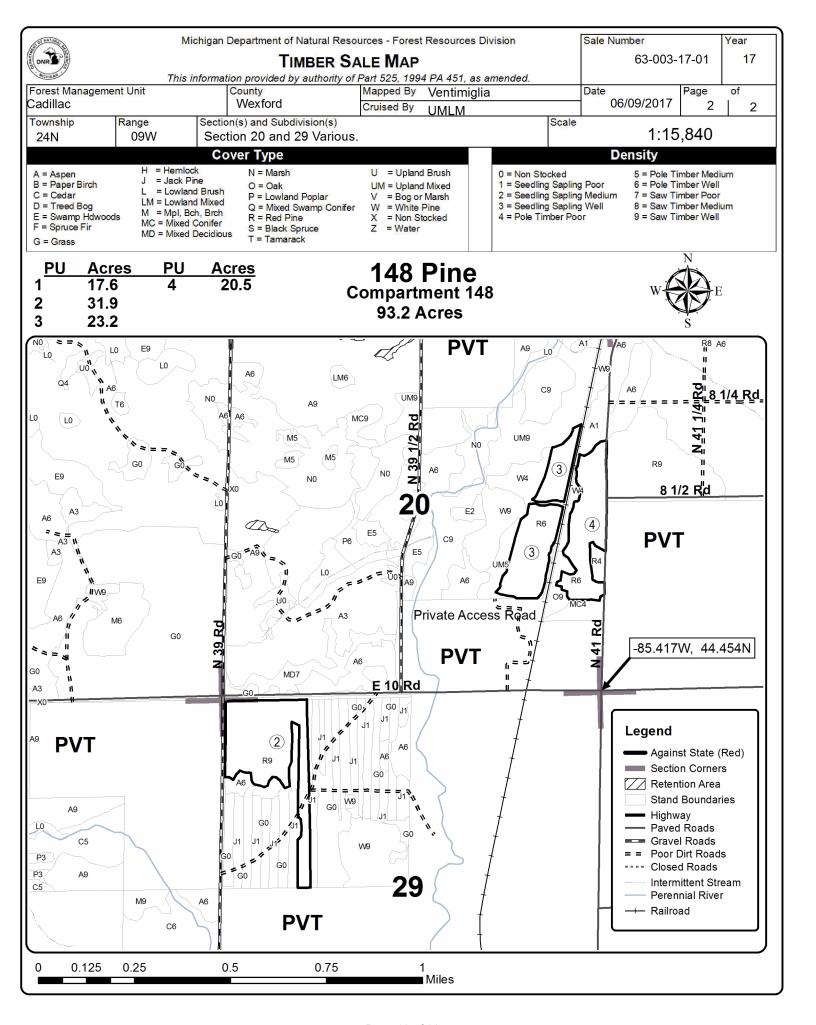
#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

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

Section Name: Sale Specific Current as of 6/30/2017 10:56:03AM





#### TIMBER SALE INFORMATION

#### Million Dollar Road Aspen (63-014-17)

Wexford County (Advertised Price \$152,903.20)

SALE NOTE: Access may be through private or other public land.

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	<b>ESTIMATE</b>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Black Cherry	15.60	MBF	\$	120.00 / MBF
Mixed Aspen	590.80	MBF	\$	131.00 / MBF
Red Maple	95.20	MBF	\$	137.00 / MBF
Pulpwood				
Balsam Fir	51.00	Cords	\$	12.95 / Cord
Black Cherry	67.00	Cords	\$	21.10 / Cord
Mixed Aspen	2,589.00	Cords	\$	16.45 / Cord
Red Maple	737.00	Cords	\$	21.10 / Cord
White Pine	21.00	Cords	\$	18.10 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.28 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 \$7,645.00 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 09/30/2019.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	41.5	MBF	8.1	\$8,170.00
	B. T. Aspen		27.1	MBF		
	Quaking Aspen		14.4	MBF		
	Red Maple		3.2	MBF		
	Red Maple		3.2	MBF		
	Mixed Aspen	Pulpwood	110.0	Cords		
	B. T. Aspen	•	103.0	Cords		
	Quaking Aspen		7.0	Cords		
	Red Maple		5.0	Cords		
	Red Maple		5.0	Cords		
	White Pine		21.0	Cords		
2	Black Cherry	Sawtimber	9.1	MBF	31.3	\$31,128.6
	Mixed Aspen		116.7	MBF		. ,
	B. T. Aspen		101.3	l <sub>MBF</sub>		
	Quaking Aspen		15.4	MBF		
	Red Maple		28.2	MBF		
	Red Maple		28.2	MBF		
	Black Cherry	Pulpwood	59.0	Cords		
	Mixed Aspen		368.0	Cords		
	B. T. Aspen		212.0	Cords		
	Quaking Aspen		156.0	Cords		
				l		
	Red Maple		170.0	Cords		
	Red Maple	0 " 1	170.0	Cords	40.0	<b>*</b> 40.070
3	Black Cherry	Sawtimber	6.5	MBF	43.0	\$16,978.9
	Mixed Aspen		51.6	MBF		
	B. T. Aspen		3.5	MBF		
	Quaking Aspen		48.1	MBF		
	Red Maple		7.9	MBF		
	Red Maple		7.9	MBF		
	Balsam Fir	Pulpwood	10.0	Cords		
	Black Cherry		8.0	Cords		
	Mixed Aspen		445.0	Cords		
	B. T. Aspen		45.0	Cords		
	Quaking Aspen		400.0	Cords		
	Red Maple		35.0	Cords		
	Red Maple		35.0	Cords		
4	Mixed Aspen	Sawtimber	116.4	MBF	69.2	\$54,329.6
	B. T. Aspen		35.6	MBF		
	Quaking Aspen		80.8	MBF		
	Red Maple		37.2	MBF		
	Paper Birch		3.1	MBF		
	Red Maple		34.1	MBF		
	Balsam Fir	Pulpwood	19.0	Cords		
	Mixed Aspen		1,443.0	Cords		
	B. T. Aspen		368.0	Cords		
	Quaking Aspen		1,075.0	Cords		
	Red Maple		474.0	Cords		
	Paper Birch		22.0	Cords		
	Red Maple		452.0	Cords		
5	Mixed Aspen	Sawtimber	264.6	MBF	29.9	\$42,296.0
J	•	JawuiiiDei	204.0 111.3	l	29.9	φ4∠,∠ <del>9</del> 0.(
	B. T. Aspen			MBF		
	Quaking Aspen		153.3	MBF		
	Red Maple		18.7	MBF		
	Red Maple		16.0	MBF		
	Sugar Maple	<u>.</u>	2.7	MBF		
	Balsam Fir	Pulpwood	22.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Mixed Aspen	Pulpwood	223.0	Cords		
	B. T. Aspen		117.0	Cords		
	Quaking Aspen		106.0	Cords		
	Red Maple		53.0	Cords		
	Red Maple		49.0	Cords		
	Sugar Maple		4.0	Cords		
		TOTAL:	701.6	MBF		
		TOTAL:	3,465.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Million Dollar Road Aspen Sale Number: 63-014-17 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (1/14)

The sale boundary are marked with 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. Interior retention islands are marked with green paint and are to be avoided. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH except leave all pine 10 inches DBH or greater, hemlock, and cedar.

Within Payment Unit(s) 2-5, cut all trees that are two (2) inches or more at DBH except leave all red pine, white pine, hemlock, and cedar.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 4 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

#### 4.1.3 - Slash and earthen piles (8/04)

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

#### 4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 20 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

#### 4.1.7 - Road closure (10/11)

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

#### 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.

#### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land in Payment Unit 2 has been verbally obtained by the DNR. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. Contact the Manton field office for landowner information.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations in a Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 3 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.10 - No slash in openings (5/10)

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

#### 5.2.2 - 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

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 4, unless changed by written agreement, cutting and skidding are limited to winter or dry summer conditions. This restriction is due to the wet nature of the stand.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) 1-5 leave one, 10" diameter or larger log-length (8 foot minimum) piece on the ground for every 4 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (7/16)

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

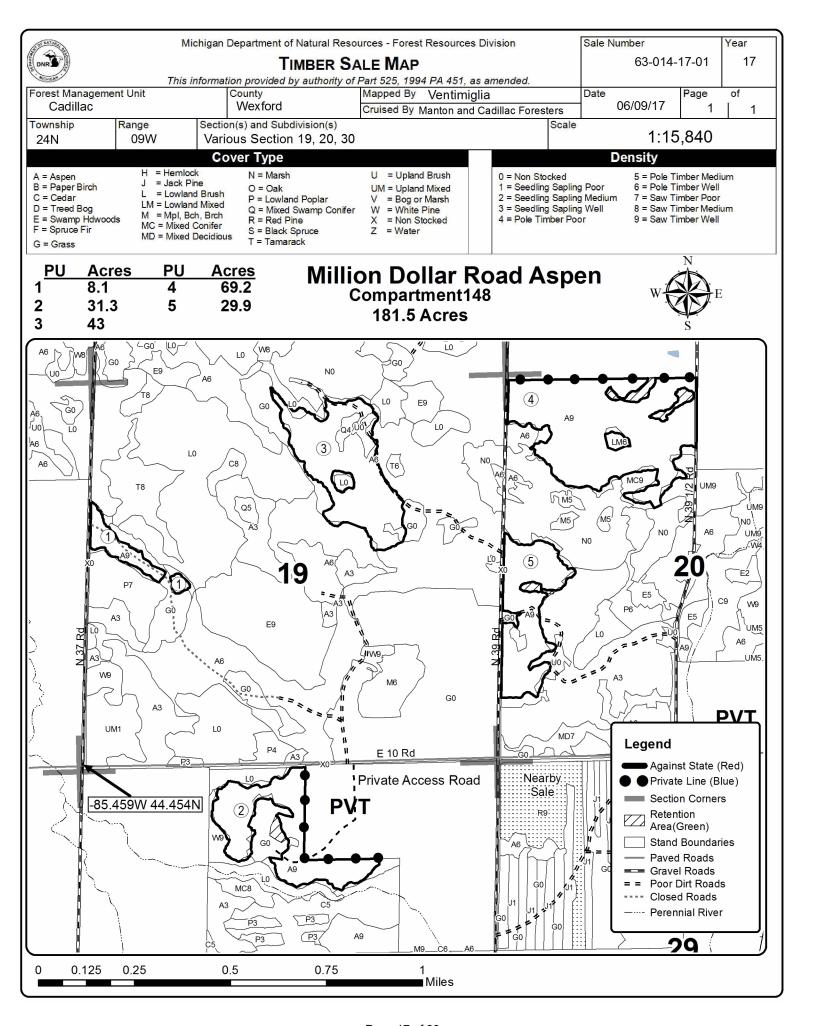
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (9/09)

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

Section Name: Sale Specific Current as of 6/30/2017 8:41:38AM



#### TIMBER SALE INFORMATION

#### Hopkin Flats Red Pine (63-017-17)

Missaukee County (Advertised Price \$113,617.40)

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*		ADVERTISED PRICE	
Sawtimber				
Red Pine	361.70	MBF	\$	98.00 / MBF
Pulpwood				
Mixed Oak	26.00	Cords	\$	14.55 / Cord
Quaking Aspen	16.00	Cords	\$	12.90 / Cord
Red Maple	6.00	Cords	\$	16.60 / Cord
Red Pine	2,366.00	Cords	\$	32.75 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 11.29 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$5,681.00 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 09/30/2019.

## **Description of Timber by Payment Unit (PU)**

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Pine	Sawtimber	56.5	MBF	15.2	\$17,769.65
	Mixed Oak	Pulpwood	5.0	Cords		
	Red Oak	Sawtimber	0.3	MBF		
	White Oak		0.3	MBF		
	Red Oak	Pulpwood	1.0	Cords		
	White Oak		2.0	Cords		
	Quaking Aspen		2.0	Cords		
	Red Maple		1.0	Cords		
	Red Pine		370.0	Cords		
2	Red Pine	Sawtimber	85.5	MBF	23.0	\$26,841.75
	Mixed Oak	Pulpwood	6.0	Cords		
	Red Oak	Sawtimber	0.5	MBF		
	White Oak		0.5	MBF		
	Red Oak	Pulpwood	1.0	Cords		
	White Oak		3.0	Cords		
	Quaking Aspen		4.0	Cords		
	Red Maple		1.0	Cords		
	Red Pine		559.0	Cords		
3	Red Pine	Sawtimber	219.7	MBF	59.1	\$69,035.10
	Mixed Oak	Pulpwood	17.0	Cords		
	Red Oak	Sawtimber	1.4	MBF		
	White Oak		1.4	MBF		
	Red Oak	Pulpwood	4.0	Cords		
	White Oak		7.0	Cords		
	Quaking Aspen		10.0	Cords		
	Red Maple		4.0	Cords		
	Red Pine		1,437.0	Cords		
		TOTAL:	361.7	MBF		
		TOTAL:	2,416.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Hopkin Flats Red Pine Sale Number: 63-017-17 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 paint and two-track roads. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are identified by two-track roads and are unpainted (see Timber Sale Map).

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, cut all trees that are one (1) inches or more at DBH.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (5/14)

This area must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). This will be covered primarily from limbs that break off during normal felling and skidding operations.

#### 2.2.3 - Stump heights (4/07)

Stump heights within sale area, shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

#### 3.3.4 - Dividing payment units (7/14)

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

#### 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.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations a Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 3 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 3 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.3 - Operating Restrictions

#### 5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1-3, operations may be halted during a permitted horse trail event. This restriction is in place to reduce potential conflict between permitted trail rides and logging operations. Contact the Unit Manager or his/her representative for details.

#### 5.2.40 - Pathway protection (10/10)

A horse trail runs through the stand as is shown on the Timber Sale Map. The trail is also a two track used by truck traffic. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

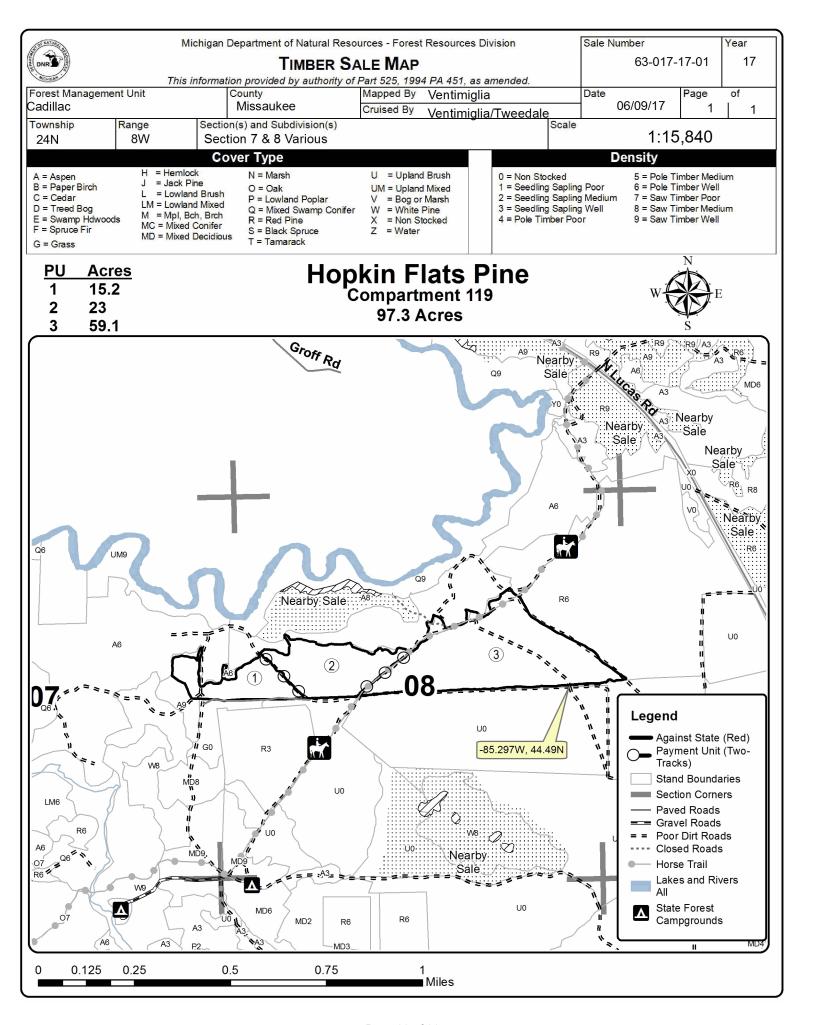
#### 6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on on N Lucas 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.

#### 6.2.3 - Recreational trail posting (2/10)

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

Section Name: Sale Specific Current as of 6/30/2017 8:31:06AM



Page 24 o	of 30
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EEDERAL ID:

#### **BID**

CADILLAC MANAGEMENT UNIT MANTON OFFICE

148 Pine (63-003-17) ; Wexford COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 24, 2017, 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 VOLUM	E* ADVERTISED PRICE	BID PRICE
Sawtimber Red Pine	176.00 MBF	\$ 134.00/MBF	\$
Pulpwood			
Red Maple	10.00 Cords	\$ 22.60/Cord	\$
Red Pine	673.00 Cords	\$ 44.65/Cord	\$
White Pine	22.00 Cords	\$ 19.40/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 10.32 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 AVAIL	ABLE, PLEASE PLACE THE PERS	ONALIZED LABE	L FROM YOUR PROSE	PECTUS IN THE ABOVE BOX.			
Individua	I or company representative's signat	ture:		Date:			
Phone nu			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.	<ol> <li>My business is organized as (you must check one of the boxes below A.  Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>	):			
2.	<ul> <li>You must check one of the boxes below:</li> <li>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.</li> <li>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).</li> <li>C.  I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-</li> </ul>				
3.	one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number than yourself, including family members and active partners (if none, your full-time Employees				
Nan	Name of Business Federal ID (or	) Social Security No.			
Add	Address Telephone ( )				
City	City State ZIP				
in f	I hereby certify that the above information is true and correct. I agree to not in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative				
1	Title D	ate			

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

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

#### BID

CADILLAC MANAGEMENT UNIT MANTON OFFICE

#### Million Dollar Road Aspen (63-014-17) ; Wexford COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 24, 2017, 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	<b>ESTIMATED</b>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE
Sawtimber					
Black Cherry	15.60	MBF	\$	120.00/MBF	\$
Mixed Aspen	590.80	MBF	\$	131.00/MBF	\$
Red Maple	95.20	MBF	\$	137.00/MBF	\$
Pulpwood					
Balsam Fir	51.00	Cords	\$	12.95/Cord	\$
Black Cherry	67.00	Cords	\$	21.10/Cord	\$
Mixed Aspen	2,589.00	Cords	\$	16.45/Cord	\$
Red Maple	737.00	Cords	\$	21.10/Cord	\$
White Pine	21.00	Cords	\$	18.10/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.28 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	IRITY 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:				Date:		
Phone nu	mber:	Email (c	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.

۷E	RIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.
_	In addition, if have 2D as 2C are checked than Nation of Evaluation as Contificate of Incurrence must be submitted within

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	ase Check Appropriate Categories:			
1.	My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation			
2.	You <b>must</b> check <u>one</u> of the boxes below:			
	A.   I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.			
	B.  I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).			
	C.   I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.			

3. If you have checked item 2(A) or 2(B), you must indicate the 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

Name of Business		Federal ID (or) Social Security No.
Address		Telephone
City	State	ZIP
hereby certify that the above infoint for the first hereby certify that the above info		rect. I agree to notify the Michigan DNR of any changes that occur t and future operations.
Signature of Owner or Authorized Rep		
3	resentative	

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

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

Part-time Employees

#### **BID**

CADILLAC MANAGEMENT UNIT MANTON OFFICE

#### Hopkin Flats Red Pine (63-017-17)

; Missaukee COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on July 24, 2017, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD\</u>	VERTISED PRICE	BID PRICE
Red Pine	361.70	MBF	\$	98.00/MBF	\$
Pulpwood					
Mixed Oak	26.00	Cords	\$	14.55/Cord	\$
Quaking Aspen	16.00	Cords	\$	12.90/Cord	\$
Red Maple	6.00	Cords	\$	16.60/Cord	\$
Red Pine	2,366.00	Cords	\$	32.75/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 11.29 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:					
	Company or individual bidding:					
	Company representative's name:					
	Address:					
	City:					
IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual or company representative's signature:			Date:			
Phone nu	mber :	Email (o	ptional):			

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.

Please Check App	Please Check Appropriate Categories:				
	•	of the boxes below):			
2. You must ched	ck <u>one</u> of the boxes below:				
A. ☐ I certify m Worker's	y business is a sole proprietorship and it hat the Compensation Laws.	has no employees but the sole proprietor. I am not subject to the			
Exclusion	(BWC-337, Rev. 5/96). I will provide a co	the Worker's Compensation Act through the use of an approved Notice copy of the Notice of Exclusion within 21 days of the contract award. (Forme Worker's Compensation Bureau at 517-322-1195).			
	y business has a Worker's Compensation days of the contract award.	n Policy. I will provide an original Certificate of Insurance within twenty-			
		ndicate the number of <b>both</b> full-time and part-time employees, partners (if none, you must enter "0").	other		
	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 true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations.  Signature of Owner or Authorized Representative					
Title		Date	_		

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

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