

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6127

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on December 21, 2017.

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

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

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

Broken Windshield SBW (42-024-17)

Luce County, Advertised Price \$47,650.65, 58.6 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: Road work is required on this sale. See Sale Spec 4.1.8.

Within Payment Unit 4, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

Within Payment Units 1-3, it is recommended that harvesting occur during April 15 to December 1 because of low stump heights needed for reforestation efforts.

The Silver Creek Trail is an ORV trail and is shown on the Timber Sale Map. See sale spec 5.2.39 and 6.2.3 for additional information.

This sale has received damage from spruce budworm. Purchaser should harvest as soon as possible. See Sale Spec 7.5.1.

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.

Disoriented Spruce SBW (42-025-17)

Luce County, Advertised Price \$101,994.55, 102.4 Acres, Aspen, Spruce/Fir/Tamarack.

SALE NOTE: Permission for access across private land has been obtained by the DNR. This applies only to the access across Luce County Road Commission land. It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

Within Payment Units 1-5, it is recommended that harvesting occur during April 15 to December 1 due to low stump heights needed for reforestation efforts.

The sale area has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible. It is considered at high risk for mortality and/or loss of timber value. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the Purchaser. See Sale Spec 7.2.6 for additional information.

Access may be through private or other public land.

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

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

Bids must be received by the Unit Manager, NEWBERRY OFFICE, PO BOX 428 5666 STATE HWY M-123, NEWBERRY, MI 49868, no later than 3:00 p.m. (local time) on December 21, 2017. For further information concerning this sale, contact Keith Magnusson at 906-293-3293 extension 4740.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (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

Broken Windshield SBW (42-024-17)

Luce County (Advertised Price \$47,650.65)

SALE NOTE: Road work is required on this sale. See Sale Spec 4.1.8.

Within Payment Unit 4, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

Within Payment Units 1-3, it is recommended that harvesting occur during April 15 to December 1 because of low stump heights needed for reforestation efforts.

The Silver Creek Trail is an ORV trail and is shown on the Timber Sale Map. See sale spec 5.2.39 and 6.2.3 for additional information.

This sale has received damage from spruce budworm. Purchaser should harvest as soon as possible. See Sale Spec 7.5.1.

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

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

PRODUCTS & SPECIES	ESTIMATE	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Paper Birch	4.40	MBF	\$	84.00 / MBF
Sugar Maple	4.30	MBF	\$	366.00 / MBF
Pulpwood				
Balsam Fir	7.00	Cords	\$	10.65 / Cord
Mixed Hardwood	84.00	Cords	\$	15.95 / Cord
Paper Birch	66.00	Cords	\$	17.80 / Cord
Quaking Aspen	322.00	Cords	\$	28.35 / Cord
White Spruce	1,642.00	Cords	\$	20.70 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.64 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 \$2,383.00 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 12/31/2019.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Balsam Fir	Pulpwood	7.0	Cords	4.8	\$6,577.20
	Mixed Hardwood	•	6.0	Cords		. ,
	Red Maple		6.0	Cords		
	Paper Birch		12.0	Cords		
	Quaking Aspen		33.0	Cords		
	White Spruce		254.0	Cords		
2	Paper Birch	Sawtimber	1.0	MBF	10.9	\$11,462.25
	Mixed Hardwood	Pulpwood	16.0	Cords		
	Red Maple		16.0	Cords		
	Paper Birch		16.0	Cords		
	Quaking Aspen		53.0	Cords		
	White Spruce		451.0	Cords		
3	Paper Birch	Sawtimber	3.4	MBF	37.3	\$26,541.05
	Sugar Maple		1.0	MBF		
	Mixed Hardwood	Pulpwood	27.0	Cords		
	Red Maple		13.0	Cords		
	Sugar Maple		14.0	Cords		
	Paper Birch		38.0	Cords		
	Quaking Aspen		190.0	Cords		
	White Spruce		937.0	Cords		
4	Sugar Maple	Sawtimber	3.3	MBF	5.6	\$3,070.15
	Mixed Hardwood	Pulpwood	35.0	Cords		
	Red Maple	Sawtimber	0.5	MBF		
	Red Maple	Pulpwood	3.0	Cords		
	Sugar Maple		31.0	Cords		
	Quaking Aspen		46.0	Cords		
		TOTAL:	8.7	MBF		
		TOTAL:	2,121.0	Cords		

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Sale Specific Conditions & Requirements

Sale Name: Broken Windshield SBW Sale Number: 42-024-17 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 green 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 green paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) #'s 1 - 3, cut all trees which meet minimum piece specifications in 2.2 Utilization except cherry and white 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.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood is primarily red maple and sugar maple.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within Payment Unit(s) #'s 1 - 3 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

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

The following road work is required: The Purchaser must haul, spread and level 150 yards of pit-run gravel to fill existing holes in specified locations along main access route into sale prior the sale being harvested. Most of the gravel will need to be placed between Payment Unit 1 and County Road 407. Specific locations will be identified during the pre-sale conference. In addition, any holes or soft spots that occur as a result of hauling or other sale activity will be required to be filled/repaired.

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 wet weather conditions.

4.2.4 - Grading (10/16)

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. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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 between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 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 at least 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash cannot be piled or placed near residual trees.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.3 - Bark slippage restriction (3/09)

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

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) #'s 1 - 3, cutting, skidding, and hauling occur during April 15 to December 1. The reason for the recommendation is because of low stump heights needed for reforestation efforts.

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

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

5.2.39 - ORV trail/route protection (12/12)

The Silver Creek Trail is an ORV trail and is shown on the Timber Sale Map. Do not damage carsonite trail posts. Trees with directional ORV markers shall be cut off above the markers and at least 5 feet above ground. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 10 foot wide slash, debris, and rut free zone daily using the ORV trail as the centerline. Slash should be piled on either side of the cleared ORV trail (10 foot zone) to provide a travel corridor. Do not run equipment down the ORV trail.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.3 - Recreational trail posting (2/10)

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

7 - Other Conditions

7.2 - Extensions

7.2.6 - Forest health extension (6/13)

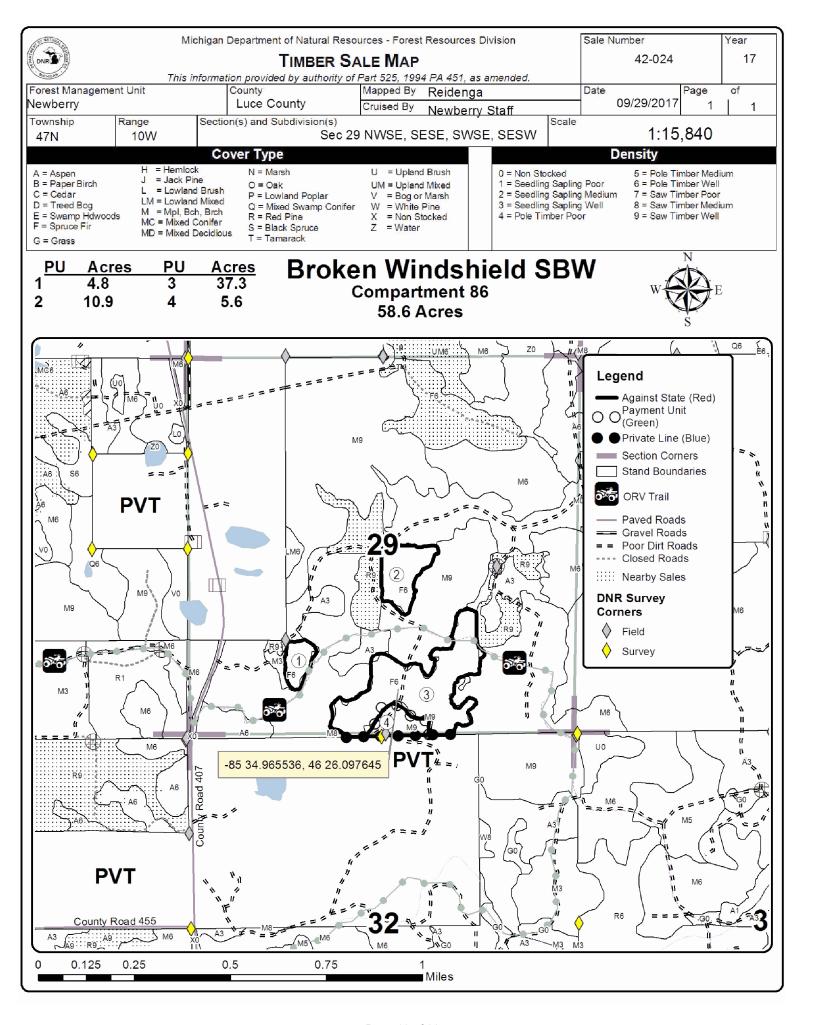
This sale contains trees infected with spruce budworm. It is considered at high risk for mortality and/or loss of timber value. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The forest health extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from 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 11/16/2017 3:08:18PM



TIMBER SALE INFORMATION

Disoriented Spruce SBW (42-025-17)

Luce County (Advertised Price \$101,994.55)

SALE NOTE: Permission for access across private land has been obtained by the DNR. This applies only to the access across Luce County Road Commission land. It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

Within Payment Units 1-5, it is recommended that harvesting occur during April 15 to December 1 due to low stump heights needed for reforestation efforts.

The sale area has received damage from spruce budworm. The Purchaser should harvest the wood as soon as possible. It is considered at high risk for mortality and/or loss of timber value. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the Purchaser. See Sale Spec 7.2.6 for additional information.

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	ESTIMATE	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Paper Birch	19.30	MBF	\$	84.00 / MBF
Red Maple	20.60	MBF	\$	95.00 / MBF
White Pine	16.10	MBF	\$	60.00 / MBF
Pulpwood				
Balsam Fir	104.00	Cords	\$	10.65 / Cord
Mixed Hardwood	385.00	Cords	\$	15.95 / Cord
Paper Birch	196.00	Cords	\$	17.80 / Cord
Quaking Aspen	800.00	Cords	\$	28.35 / Cord
White Pine	36.00	Cords	\$	24.95 / Cord
White Spruce	3,050.00	Cords	\$	20.70 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 11.93 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$5,100.00 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 12/31/2019.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Paper Birch	Sawtimber	3.1	MBF	12.9	\$12,395.40
	Red Maple		2.4	MBF		
	White Pine		2.5	MBF		
	Balsam Fir	Pulpwood	17.0	Cords		
	Mixed Hardwood		54.0	Cords		
	Beech		4.0	Cords		
	Red Maple		50.0	Cords		
	Paper Birch		28.0	Cords		
	Quaking Aspen		121.0	Cords		
	White Pine		4.0	Cords		
	White Spruce		323.0	Cords		
2	Paper Birch	Sawtimber	5.7	MBF	24.1	\$23,201.20
	Red Maple		4.6	MBF		
	White Pine		4.7	MBF		
	Balsam Fir	Pulpwood	33.0	Cords		
	Mixed Hardwood		102.0	Cords		
	Beech		8.0	Cords		
	Red Maple		94.0	Cords		
	Paper Birch		54.0	Cords		
	Quaking Aspen		226.0	Cords		
	White Pine		7.0	Cords		
	White Spruce		603.0	Cords		
3	Paper Birch	Sawtimber	5.2	MBF	21.6	\$20,757.95
	Red Maple		4.1	MBF		
	White Pine		4.2	MBF		
	Balsam Fir	Pulpwood	29.0	Cords		
	Mixed Hardwood		91.0	Cords		
	Beech		7.0	Cords		
	Red Maple		84.0	Cords		
	Paper Birch		47.0	Cords		
	Quaking Aspen		203.0	Cords		
	White Pine		6.0	Cords		
	White Spruce		540.0	Cords		
4	Paper Birch	Sawtimber	4.7	MBF	28.0	\$28,272.95
	Red Maple		5.7	MBF		
	White Pine		4.0	MBF		
	Balsam Fir	Pulpwood	25.0	Cords		
	Mixed Hardwood		101.0	Cords		
	Beech		11.0	Cords		
	Red Maple		90.0	Cords		
	Paper Birch		50.0	Cords		
	Quaking Aspen White Pine		201.0	Cords Cords		
			10.0	l		
_	White Spruce	Caustinahas	888.0	Cords	45.0	£47.207.0E
5	Paper Birch	Sawtimber	0.6	MBF	15.8	\$17,367.05
	Red Maple		3.8	MBF		
	White Pine	Dulpwood	0.7	MBF		
	Mixed Hardwood	Pulpwood	37.0	Cords		
	Beech		6.0	Cords		
	Red Maple		31.0 17.0	Cords		
	Paper Birch		17.0	Cords		
	Quaking Aspen		49.0	Cords		
	White Pine White Spruce		9.0	Cords		
	r vyrme Sornce	i l	696.0	Cords	I	

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Sale Specific Conditions & Requirements

Sale Name: Disoriented Spruce SBW Sale Number: 42-025-17 Seg#: 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 blue, red and green 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 green paint. Green 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

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

Within Payment Unit(s) #'s 1 - 5, cut all trees which meet minimum piece specifications in 2.2 Utilization except cherry and white pine.

2.1.11 - Description of timber note (2/04)

Note that mixed hardwood is primarily red maple with some beech.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

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

4 - Transportation

4.1 - Construction

4.1.6 - Road construction (1/09)

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing double earthen berms at strategic locations. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

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 wet weather conditions.

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 has been obtained by the DNR. This applies only to the access across Luce County Road Commission land.

4.4.2 - Alternate route on private property (2/04)

It is the Purchaser's responsibility to obtain access across private land for any routes other than the route shown on the sale map.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 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 at least 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash cannot be piled or placed near residual trees.

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.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) #'s 1 - 5, cutting, skidding and hauling occur during April 15 to December 1. The reason for the recommendation is because of low stump heights needed for reforestation efforts.

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - Protection of Endangered Species

5.8.5 - Protection of raptor nests (3/13)

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

7 - Other Conditions

7.2 - Extensions

7.2.6 - Forest health extension (6/13)

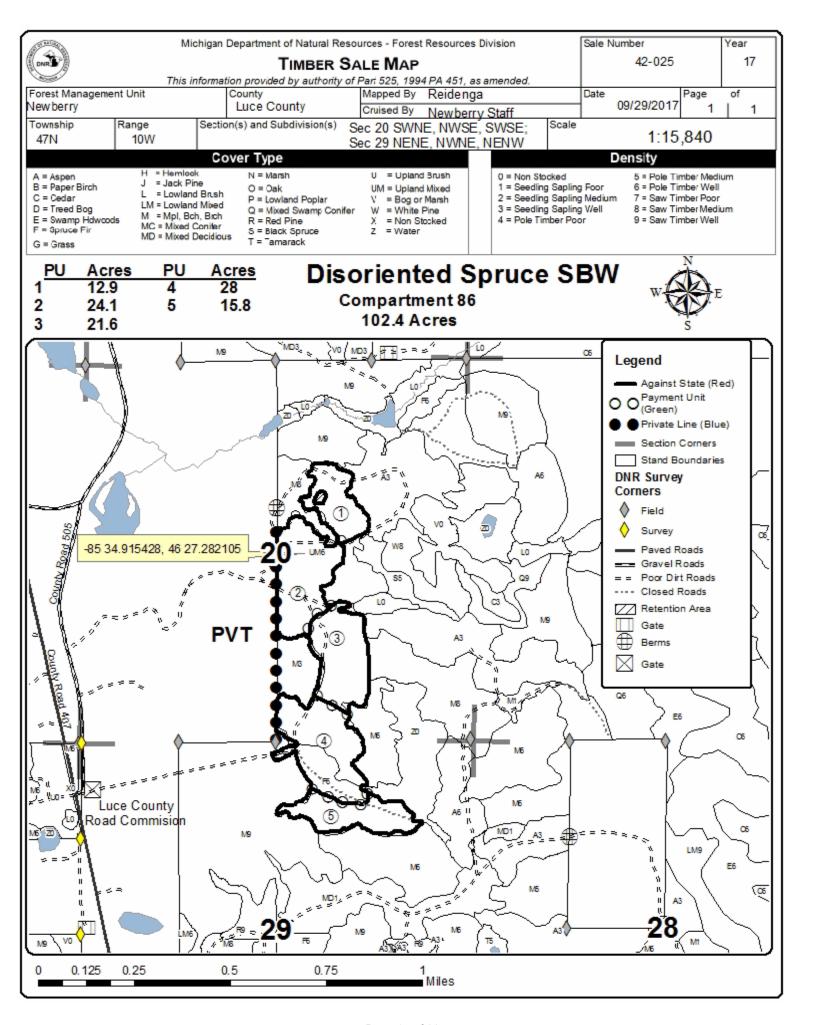
This sale contains trees infected with spruce budworm. It is considered at high risk for mortality and/or loss of timber value. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The forest health extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from 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 11/16/2017 1:52:14PM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

EEDEDAI ID:

BID FORM

NEWBERRY MANAGEMENT UNIT **NEWBERRY OFFICE**

Broken Windshield SBW (42-024-17) ; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on December 21, 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.

PRICE/UNIT

*The volumes are statistically estimated within plus (+) or minus (-) 10.64 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	R:	
	Company or individual b	oidding:			
	Company representative	e's name:			
	Address:				
	City:	State:	Zip:		
IF AVAIL	ABLE, PLEASE PLACE 1	THE PERSONALIZED LABEL	FROM YOUR PROSE	PECTUS IN THE ABOVE BOX.	<u> </u>
Individual	or company representati	ive's signature:		Date:	
Phone nu	ımber :	E	mail (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**

As required by Act 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as a					
VE	RIFICATION OF WORKER'S DISABILITY	Y COMPENSATION	ON ACT COMPLIANCE			
•	This verification must be completed and s sale contract.	ubmitted within 2	1 days of contract award and prior to the issuance of the timber			
•	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 ex	xcept for written s	ignatures.			
Ple	ease Check Appropriate Categories:					
1.	My business is organized as (you must of A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation	check <u>one</u> of the t	poxes below):			
 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 No. 						
			he Notice of Exclusion within 21 days of the contract award. (For er's Compensation Bureau at 517-322-1195).			
	C. I certify my business has a Worker's Coone (21) days of the contract award.	ompensation Policy	. I will provide an original Certificate of Insurance within twenty-			
3.	If you have checked item 2(A) or 2(B), y than yourself, including family members a		e the number of both full-time and part-time employees, other rs (if none, you must enter "0").			
	Full-time Em	ployees	Part-time Employees			
Nam	ne of Business		Federal ID (or) Social Security No.			
Addı	ress		Telephone ()			
City	,	State	ZIP			
	ereby certify that the above information is to actors affecting my coverage during any of		I agree to notify the Michigan DNR of any changes that occur future operations.			

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

Date

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

FEDERAL ID:

BID FORM

NEWBERRY MANAGEMENT UNIT NEWBERRY OFFICE

Disoriented Spruce SBW (42-025-17) ; Luce COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on December 21, 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	<u>ESTIMATED</u>	<u>VOLUME*</u>	<u>AD'</u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber					
Paper Birch	19.30	MBF	\$	84.00/MBF	\$
Red Maple	20.60	MBF	\$	95.00/MBF	\$
White Pine	16.10	MBF	\$	60.00/MBF	\$
Pulpwood					
Balsam Fir	104.00	Cords	\$	10.65/Cord	\$
Mixed Hardwood	385.00	Cords	\$	15.95/Cord	\$
Paper Birch	196.00	Cords	\$	17.80/Cord	\$
Quaking Aspen	800.00	Cords	\$	28.35/Cord	\$
White Pine	36.00	Cords	\$	24.95/Cord	\$
White Spruce	3,050.00	Cords	\$	20.70/Cord	\$
1					

*The volumes are statistically estimated within plus (+) or minus (-) 11.93 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

	FEDERAL ID:	or	SOCIAL SECURITY NUMBI	ER:
	Company or individe	ual bidding:		
	Company represent	ative's name:		
	Address:			
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLA	CE THE PERSONALIZED	LABEL FROM YOUR PROS	SPECTUS IN THE ABOVE BOX.
ndividual	l or company represe	ntative's signature:		Date:
Phone nu	ımber :		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



Title

Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

FOR DEPARTMENT USE ONLY			
Sale Number (XX – XXX – XX – XX)			
5			
Forest Management Unit:			

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

2. You **must** check <u>one</u> of the boxes below:

VE	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 boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.			
•	All Information must be typed or printed except for written signatures.			
Please Check Appropriate Categories:				
1.	My business is organized as (you must check <u>one</u> of the boxes below):			
	A. Sole Proprietorship (individual)			
	B. Partnership			
	C. Corporation			

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 En	nployees	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

Date

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

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