

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6466

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on June 27, 2019. LOCATION: GLADWIN MGMT UNIT, 801 NORTH SILVERLEAF, GLADWIN, MI 48624.

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

Bemaltes Wald Mix (73-006-18) / T14N, R02W, SEC. 10, S1/2NW, SENE, NESE.

T14N, R02W, SEC. 11, NENW,S1/2NW,NE,N1/2SW,NWSE.

T14N, R02W, SEC. 2, NENW, S1/2NW, W1/2NE, NESW.

T14N, R02W, SEC. 2, S1/2SW, NWSE.

T14N, R02W, SEC. 3, E1/2NE,SE.

T15N, R02W, SEC. 35, SESW, SWSE.

Midland County, Advertised Price \$103,831.95, 323.2 Acres, Hardwood, Aspen.

SALE NOTE: Three new culvert installations are required to access this sale. Seasonal restrictions apply to this sale. See specs 5.2.3.1 and 5.2.3.4.

Carrol Creek Aspen (73-013-18) / T14N, R02W, SEC. 6, NWNW,S1/2NW,NESW.

T15N, R02W, SEC. 32, NW, NWSW.

Midland County, Advertised Price \$30,576.75, 115.2 Acres, Aspen, Hardwood.

SALE NOTE: Access to Payment Unit 2 will need to be developed. This road will require the installation of two culverts. New roads will be closed to vehicle traffic upon completion of the sale. Chipping will not be permitted within Payment Unit 2.

Access may be through private land.

BID INSTRUCTIONS (VER. 07/02/2018):

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

Bids must be received by the Unit Manager, GLADWIN OFFICE, 801 NORTH SILVERLEAF, GLADWIN, MI 48624, no later than 10:00 a.m. (local time) on June 27, 2019. For further information concerning this sale, contact Patrick Mohney at 989-426-9205 extension 7640.

2. Bidder's Qualifications (5/16)

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

3. Preparation of Sealed Bids (5/16)

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

4. Submission of Sealed Bids (5/16)

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

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

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

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

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

6. Award of Contract (1/11)

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

7. Down Payment (1/11)

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

8. Performance Security (1/11)

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

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

9. Timber Sale Contract (7/18)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

Payment Unit values in the State Forest Timber Sale Contract are calculated based on the advertised value of the Payment Unit as a percentage of the total advertised value of the contract. The advertised value of each Payment Unit is given in the Description of Timber by Payment Unit table on the Timber Sale Information page. For example, if the value of Payment Unit 1 is advertised as \$1,500 and the total Timber Sale value is advertised as \$10,000, the contract price for Payment Unit 1 will be 15% of the total bid price (\$1,500/\$10,000 * 100).

10. Disclaimer of Estimates and Bidder's Warranty of Inspection (7/16)

Before submitting this bid, the Bidder is advised and cautioned to inspect the sale area, review the requirements of the sale contract, and take other steps as may be reasonably necessary to ascertain the location, estimated volumes, construction estimates, and operating costs of the proposed sale. Failure to do so will not relieve the Bidder from responsibility for completing the contract.

The Bidder warrants that this bid is submitted solely on the basis of the Bidder's examination and inspection of the quality and quantity of the timber offered for sale and the Bidder's opinion of the value thereof and the costs of recovery. No reliance should be placed on the State of Michigan's estimates of timber quality, quantity or costs of recovery. Bidder further acknowledges that the State of Michigan: (i) expressly disclaims any warranty of fitness of timber for any purpose; (ii) offers this timber as is without any warranty of quality (merchantability) or quantity and (iii) expressly disclaims any warranty as to the quantity or quality of timber sold.

11. Certification and Chain-of-Custody (10/14)

Unless otherwise indicated in the contract under section 7 – Other Conditions of the Sale Specific Conditions & Requirements, the area encompassed by this timber sale is certified to the standards of the Forest Stewardship Council (FSC) - Certificate #SCS-FM/COC-00090N and the Sustainable Forestry Initiative (SFI) - Certificate #NSF-SFIS-5Y031-SF5. Forest products from this sale may be delivered to the mill as "FSC 100% and / or SFI certified" as long as the contractor hauling the forest products is chain-of-custody (COC) certified or covered under a COC certificate from the destination mill. The purchaser is responsible for maintaining COC after leaving the sale area.

12. Good Neighbor Authority (GNA) Requirements (7/16)

If the name of this timber sales contains the acronym GNA, it is authorized by the Good Neighbor Authority (GNA) and covered by various agreements between the U.S. Forest Service and the State. The timber sale occurs on federal land and the following conditions apply:

GNA contracts on US Forest Service land will not be awarded to purchasers on the Federal list of excluded parties. The System for Award Management (SAM) will be checked for active excluded parties prior to award of contract. In addition, the Bidder to whom award is made must complete an Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants (AD-3031).

13. Good Neighbor Authority (GNA) Requirements, con't (9/16)

Bidder certifies, by signing this bid form, that to the best of Bidder's knowledge that the following representations are accurate and complete.

- a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.
- b. That the Bidder and its principals have not within a 3-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

Bidders that cannot certify this requirement, in whole or in part, shall submit an explanation with their bid.

DAN EICHINGER
Director

TIMBER SALE INFORMATION

Bemaltes Wald Mix (73-006-18)

T14N, R02W, SEC. 10; T14N, R02W, SEC. 11; T14N, R02W, SEC. 2; T14N, R02W, SEC. 3; T15N, R02W, SEC. 35.

Midland County (Advertised Price \$103,831.95)

SALE NOTE: Three new culvert installations are required to access this sale. Seasonal restrictions apply to this sale. See specs 5.2.3.1 and 5.2.3.4.

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	ED UNITS*	ADV	ERTISED PRICE
Sawtimber				
Mixed Aspen	181.70	MBF	\$	42.00 / MBF
Mixed Oak	204.60	MBF	\$	85.00 / MBF
Paper Birch	8.20	MBF	\$	47.00 / MBF
Red Maple	245.20	MBF	\$	46.00 / MBF
Red Oak	8.10	MBF	\$	293.00 / MBF
White Oak	18.40	MBF	\$	101.00 / MBF
Pulpwood				
Mixed Aspen	1,810.00	Cords	\$	17.05 / Cord
Mixed Hardwood	181.00	Cords	\$	12.55 / Cord
Mixed Oak	885.00	Cords	\$	13.50 / Cord
Red Maple	1,414.00	Cords	\$	12.55 / Cord
White Pine	8.00	Cords	\$	11.00 / Cord

^{*} The total volume is statistically estimated within plus (+) or minus (-) 6.62 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 \$5,192.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER	PERCENT OF TOTAL SALE VALUE
01	6.6%
02	13.0%
03	4.3%
04	4.4%
05	11.0%
06	21.5%
07	29.3%
08	6.8%
09	3.1%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2022.

Description of Timber by Payment Unit (PU)

ed Aspen B. T. Aspen ded Oak d/R/Hybrid Oak d Maple d Oak ite Oak ded Aspen B. T. Aspen ded Hardwood disc. Species 1 ded Oak disc. Species 1 ded Oak White Oak d Maple d Maple ded Aspen B. T. Aspen ded Oak White Oak d Maple ded Aspen ded Aspen ded Oak	Pulpwood	13.6 13.6 12.8 12.8 22.6 4.1 1.0 33.0 12.0 12.0 83.0 75.0 6.0 2.0 81.0	MBF MBF MBF MBF MBF Cords Cords Cords Cords Cords Cords Cords Cords	12.0	\$6,851.40
B. T. Aspen ded Oak d/R/Hybrid Oak d Maple d Oak ded Aspen B. T. Aspen ded Hardwood disc. Species 1 ded Oak Red Oak White Oak d Maple d Maple ded Aspen B. T. Aspen	Pulpwood	12.8 12.8 22.6 4.1 1.0 33.0 33.0 12.0 12.0 83.0 75.0 6.0 2.0	MBF MBF MBF MBF Cords Cords Cords Cords Cords Cords Cords Cords		
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d Maple d Oak ite Oak ite Oak ited Aspen B. T. Aspen ited Hardwood disc. Species 1 ited Oak ited Oak ited Oak White Oak d Maple ited Aspen B. T. Aspen	Pulpwood	4.1 1.0 33.0 33.0 12.0 12.0 83.0 75.0 6.0 2.0	MBF MBF Cords Cords Cords Cords Cords Cords Cords Cords		
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I/R/Hybrid Oak Red Oak White Oak d Maple red Aspen B. T. Aspen		75.0 6.0 2.0	Cords Cords		
Red Oak White Oak d Maple ed Aspen B. T. Aspen		6.0 2.0	Cords		
White Oak d Maple ed Aspen B. T. Aspen		2.0	1		
d Maple ted Aspen <i>B. T. Aspen</i>			Cords		
ed Aspen <i>B. T. Aspen</i>	Sawtimber		Cords		
B. T. Aspen	Sawtillibei	23.8	MBF	50.0	\$13,493.85
		23.8	MBF	50.0	\$13,493.63
.eu Oak		3.1	MBF		
rthern Pin Oak		3.1	MBF		
		5. <i>1</i> 5.6	MBF		
per Birch		43.1	MBF		
d Maple	Dulpwood		I		
ed Aspen	Pulpwood	291.0	Cords		
B. T. Aspen		291.0 58.0	Cords Cords		
ed Hardwood	Courtimbor		1		
American Elm		0.6	MBF		
American Elm	•	23.0	Cords		
Paper Birch		34.0	Cords		
ed Oak		30.0	Cords		
orthern Pin Oak		30.0	Cords		
d Maple		310.0	Cords		
ed Aspen	Sawtimber	8.8	MBF	18.9	\$4,450.80
B. T. Aspen		7.4	MBF		
Quaking Aspen		1.4	MBF		
red Oak		6.6	MBF		
orthern Pin Oak		6.6	MBF		
d Maple		27.2	MBF		
ed Aspen	Pulpwood	7.0	Cords		
B. T. Aspen		5.0	Cords		
Quaking Aspen		2.0	Cords		
ed Hardwood		9.0	Cords		
Nisc. Species 1		1.0	Cords		
Paper Birch		8.0	Cords		
ed Oak		17.0	Cords		
orthern Pin Oak		17.0	Cords		
d Maple		144.0	Cords		
ed Asnen	Sawtimber	2.1	MBF	18.2	\$4,525.80
		2.1	MBF		
B. T. Aspen		3.2	MBF		
		3.2	MBF		
B. T. Aspen		8.6	MBF		
B. T. Aspen red Oak		0.7	MBF		
B. T. Aspen ted Oak orthern Pin Oak	I	132.0	Cords		
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PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
4 con't	Paper Birch	Pulpwood	18.0	Cords		
	Mixed Oak		32.0	Cords		
	Northern Pin Oak		27.0	Cords		
	White Oak		5.0	Cords		
	Red Maple		50.0	Cords		
	White Pine		8.0	Cords		
	White Pine	Sawtimber	0.5	MBF		
	White Pine	Pulpwood	7.0	Cords		
5	Mixed Aspen	Sawtimber	14.8	MBF	41.5	\$11,417.30
	B. T. Aspen		14.8	MBF		
	Mixed Oak		18.1	MBF		
	Northern Pin Oak		18.1	MBF		
	Red Maple		0.7	MBF		
	White Oak		6.4	MBF		
	Mixed Aspen	Pulpwood	338.0	Cords		
	B. T. Aspen		326.0	Cords		
	Quaking Aspen		12.0	Cords		
	Mixed Hardwood		22.0	Cords		
	Paper Birch		22.0	Cords		
	Mixed Oak		84.0	Cords		
	Northern Pin Oak		66.0	Cords		
	White Oak		18.0	Cords		
	Red Maple	I I	Cords			
6	Mixed Aspen	Sawtimber	33.5	MBF	72.6	\$22,369.00
	B. T. Aspen	ouv	33.5	MBF	, 2.0	Ψ22,000.00
	Mixed Oak		29.9	MBF		
	Northern Pin Oak		29.9	MBF		
	Red Maple		9.7	MBF		
	White Oak		2.8	MBF		
	Mixed Aspen	Pulpwood	826.0	Cords		
	B. T. Aspen	1 dipwood	826.0	Cords		
	Mixed Hardwood		5.0	Cords		
	Paper Birch		5.0	Cords		
	Mixed Oak		152.0	Cords		
	Northern Pin Oak		140.0	Cords		
	White Oak		12.0	Cords		
	Red Maple		119.0	Cords		
7	Mixed Aspen	Sawtimber	63.1	MBF	82.5	\$30,481.80
,	B. T. Aspen	Sawtiiribei	61.8	MBF	02.5	φ50,461.60
	Quaking Aspen		1.3	MBF		
	Mixed Oak		111.6	MBF		
	Northern Pin Oak		111.6	MBF		
	Paper Birch		1.5	MBF		
	· ·					
	Red Maple Red Oak		74.0	MBF		
			2.9 7.5	MBF		
	White Oak	Dulavia ad		MBF		
	Mixed Aspen	Pulpwood	152.0	Cords		
	B. T. Aspen		132.0	Cords		
	Cottonwood		15.0	Cords		
	Quaking Aspen		5.0	Cords		
	Mixed Hardwood		37.0	Cords		
	Beech	Sawtimber	2.2	MBF		
	Misc. Species 1	5,	0.7	MBF		
	Beech	Pulpwood	10.0	Cords		
	Misc. Species 1		9.0	Cords		
	Paper Birch		13.0	Cords	<u> </u>	

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
7 con't	Mixed Oak	Pulpwood	441.0	Cords		
	Northern Pin Oak		384.0	Cords		
	Red Oak		12.0	Cords		
	White Oak		45.0	Cords		
	Red Maple		339.0	Cords		
8	Mixed Aspen	Sawtimber	21.5	MBF	17.5	\$7,017.8
	B. T. Aspen		21.1	MBF		
	Quaking Aspen		0.4	MBF		
	Mixed Oak		14.7	MBF		
	Northern Pin Oak		14.7	MBF		
	Paper Birch		0.5	MBF		
	Red Maple		34.3	MBF		
	Red Oak		0.5	MBF		
	Mixed Aspen	Pulpwood	30.0	Cords		
	B. T. Aspen		29.0	Cords		
	Quaking Aspen		1.0	Cords		
	Mixed Hardwood		10.0	Cords		
	Misc. Species 1	Sawtimber	0.4	MBF		
	Misc. Species 1	Pulpwood	2.0	Cords		
	Paper Birch		7.0	Cords		
	Mixed Oak		35.0	Cords		
	Northern Pin Oak		33.0	Cords		
	White Oak		2.0	Cords		
	Red Maple		160.0	Cords		
9	Mixed Aspen	Sawtimber	0.5	MBF	10.0	\$3,224.2
	Quaking Aspen		0.5	MBF		
	Mixed Oak		4.6	MBF		
	Northern Pin Oak		4.6	MBF		
	Paper Birch		0.6	MBF		
	Red Maple		25.0	MBF		
	Red Oak		0.6	MBF		
	Mixed Aspen	Pulpwood	1.0	Cords		
	Quaking Aspen		1.0	Cords		
	Mixed Hardwood		4.0	Cords		
	Misc. Species 1	Sawtimber	0.4	MBF		
	Misc. Species 1	Pulpwood	3.0	Cords		
	Mixed Oak		11.0	Cords		
	Northern Pin Oak		11.0	Cords		
	Red Maple		99.0	Cords		
		TOTAL:	666.2	MBF		
		TOTAL:	4,298.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Bemaltes Wald Mix Sale Number: 73-006-18 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 4, 5 & 6, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with green paint above and below stump height. In addition, within Payment Unit 6, do not cut any red pine, white pine or hemlock.

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

Within Payment Unit(s) 2, 3, 7, 8 & 9, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with green paint above and below stump height. In addition, within Payment Unit 7, do not cut any hemlock.

2.1.11 - Description of timber note (2/04)

Note that Misc. Species 1 =black tupelo.

2.2 - Utilization

2.2.10 - No chipping tops and limbs (8/16)

Within Payment Unit(s) 2, 3, 8, and 9, unless changed by written agreement, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 2, 5, 6 & 7 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.

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. No damage is acceptable to merchantable trees. Within the sale area, if more than 15% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

4 - Transportation

4.1 - Construction

4.1.5 - Culverts (5/14)

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

permits, if needed, will be obtained by the DNR.

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 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

The following road work is required: The Purchaser is required to install three culverts at locations shown on the Timber Sale Map. In addition, identified haul routes must be filled and leveled utilizing on-site fill.

4.1.10 - Oversight (12/08)

The Unit Manager, or his/her representative, must be present when the road improvement project is initiated.

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.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

5 - Operations

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 2, 3, 4, 5, 8 & 9, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of June 15 to October 15. This restriction is because of seasonally saturated soils.

5.2.3.4 - Oak wilt restriction, no exceptions (1/18)

Within Payment Unit(s) 2, 3, 7, 8 & 9, cutting, skidding, hauling and brushing of access roads within the Payment Unit are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

5.2.4 - Dead and Down Creation

5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 4, 5 & 6, leave one, 12" or larger diameter whole tree on the ground for every 3 acres. Scatter trees throughout the sale at least two chains from any road, two-track, or trail open to vehicles, or positioned per the sale administrators instructions. Stumps must be at least 3 feet tall.

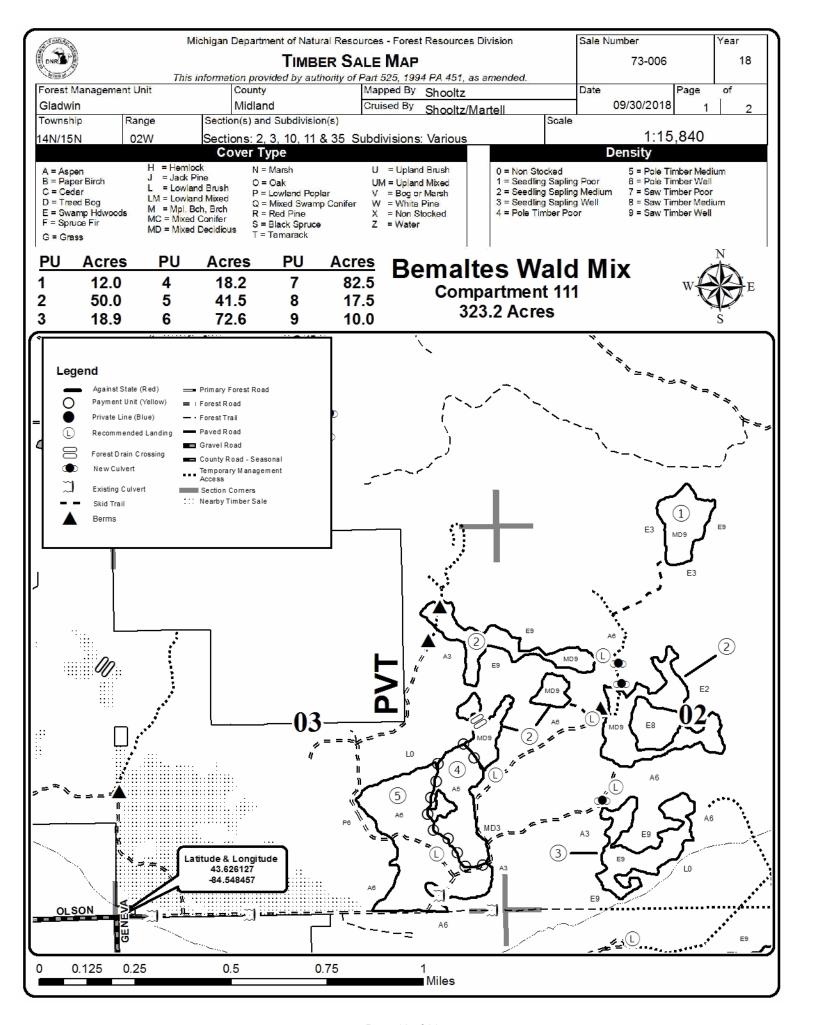
5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

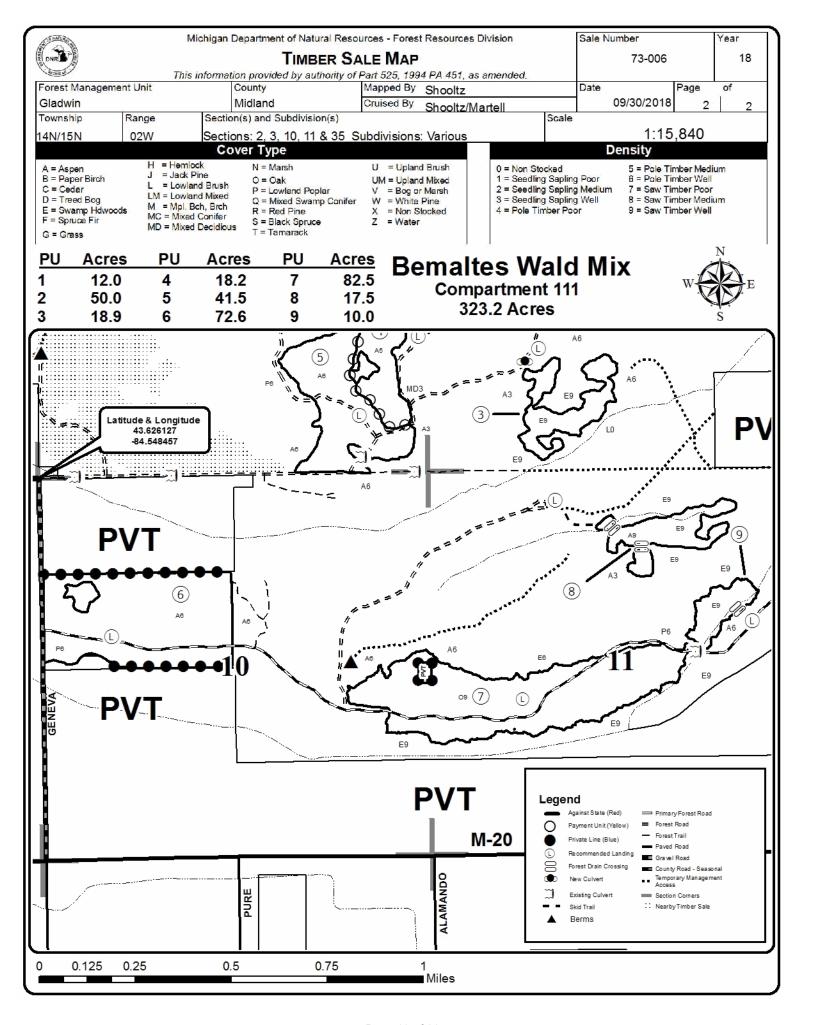
Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. Approximately 400 feet of road or trail will need extra protection at locations shown on the Timber Sale Map. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

5.2.31 - Landing locations	(9/13
T 1' 1 1 1	- 41

Landing areas are marked on the Timber Sale Map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

Section Name: Sale Specific Current as of 6/3/2019 4:35:49PM





Page '	14	of	26
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TIMBER SALE INFORMATION

Carrol Creek Aspen (73-013-18) T14N, R02W, SEC. 6; T15N, R02W, SEC. 32. Midland County (Advertised Price \$30,576.75)

SALE NOTE: Access to Payment Unit 2 will need to be developed. This road will require the installation of two culverts. New roads will be closed to vehicle traffic upon completion of the sale. Chipping will not be permitted within Payment Unit 2.

Access may be through private 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*		<u>ADV</u>	ADVERTISED PRICE		
Sawtimber						
Mixed Aspen	118.00	MBF	\$	39.00 / MBF		
Red Maple	15.30	MBF	\$	43.00 / MBF		
Pulpwood						
Mixed Aspen	1,443.00	Cords	\$	16.00 / Cord		
Mixed Oak	9.00	Cords	\$	12.65 / Cord		
Red Maple	180.00	Cords	\$	11.75 / Cord		

^{*} The total volume is statistically estimated within plus (+) or minus (-) 11.73 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$1,529.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

, - ,	5	3 - 3
PAYMENT UNIT NUMBER		PERCENT OF TOTAL SALE VALUE
01		47.7%

02 52.3%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2021.

Description of Timber by Payment Unit (PU)

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	24.6	MBF	63.1	\$14,573.40
	B. T. Aspen		13.6	MBF		
	Quaking Aspen		11.0	MBF		
	Red Maple		10.0	MBF		
	Mixed Aspen	Pulpwood	730.0	Cords		
	B. T. Aspen		420.0	Cords		
	Quaking Aspen		310.0	Cords		
	Red Maple		128.0	Cords		
2	Mixed Aspen	Sawtimber	93.4	MBF	52.1	\$16,003.35
	B. T. Aspen		81.6	MBF		
	Quaking Aspen		11.8	MBF		
	Red Maple		5.3	MBF		
	Mixed Aspen	Pulpwood	713.0	Cords		
	B. T. Aspen		542.0	Cords		
	Quaking Aspen		171.0	Cords		
	Mixed Oak		9.0	Cords		
	BI/R/Hybrid Oak	Sawtimber	1.2	MBF		
	White Oak		0.5	MBF		
	BI/R/Hybrid Oak	Pulpwood	4.0	Cords		
	White Oak		2.0	Cords		
	Red Maple		52.0	Cords		
		TOTAL:	133.3	MBF		
		TOTAL:	1,632.0	Cords		

Sale Specific Conditions & Requirements

Sale Name: Carrol Creek Aspen Sale Number: 73-013-18 Seq#: 2

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, cut all trees that are two (2) inches or more at DBH, except do not cut trees marked with green paint above and below stump height. In addition, within Payment Unit 1, do not cut any oak or white pine.

2.2 - Utilization

2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 2, all wood must be removed by whole tree, tree segment, or roundwood. No chipping is permitted.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

4 - Transportation

4.1 - Construction

4.1.5 - Culverts (5/14)

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

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 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 a four (4') foot high berm of stumps and logs covered with earth. 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 if the Purchaser uses the identified route as shown on the Timber Sale Map to access Payment Unit 2: Stumping of 0.4 miles of new road. Installation of 2 culverts as shown on the Timber Sale Map. Capping culverts with 10 yards of gravel each.

4.1.10 - Oversight (12/08)

The Unit Manager, or his/her representative, must be present when the road improvement project is initiated.

4.1.11 - Permits (2/12)

The DNR will secure any necessary driveway permits that may be required.

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.

4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

4.3 - Public Right-of-Way

4.3.2 - County R-O-W (12/06)

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit 1 and Coleman Rd, and Payment Unit 2 and School Rd.

4.4 - Access

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

5.2 - Conduct of Operations

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 1 & 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the periods of June 15 to October 15 and of January 1 to March 15. This restriction is because of seasonally saturated soils.

5.2.4 - Dead and Down Creation

5.2.4.4 - Dead and down creation, grouse (6/18)

To encourage grouse and other wildlife, in Payment Unit(s) 1 & 2, leave one, 12" or larger diameter whole tree on the ground for every 3 acres. Trees should scattered throughout the sale and at least two chains from any roads, two-tracks, or trails open to vehicles, or positioned per the sale administrators instructions. Stumps must be at least 3 feet tall.

5.2.17 - Timber Mats and Interlocking Composite Mats (3/18)

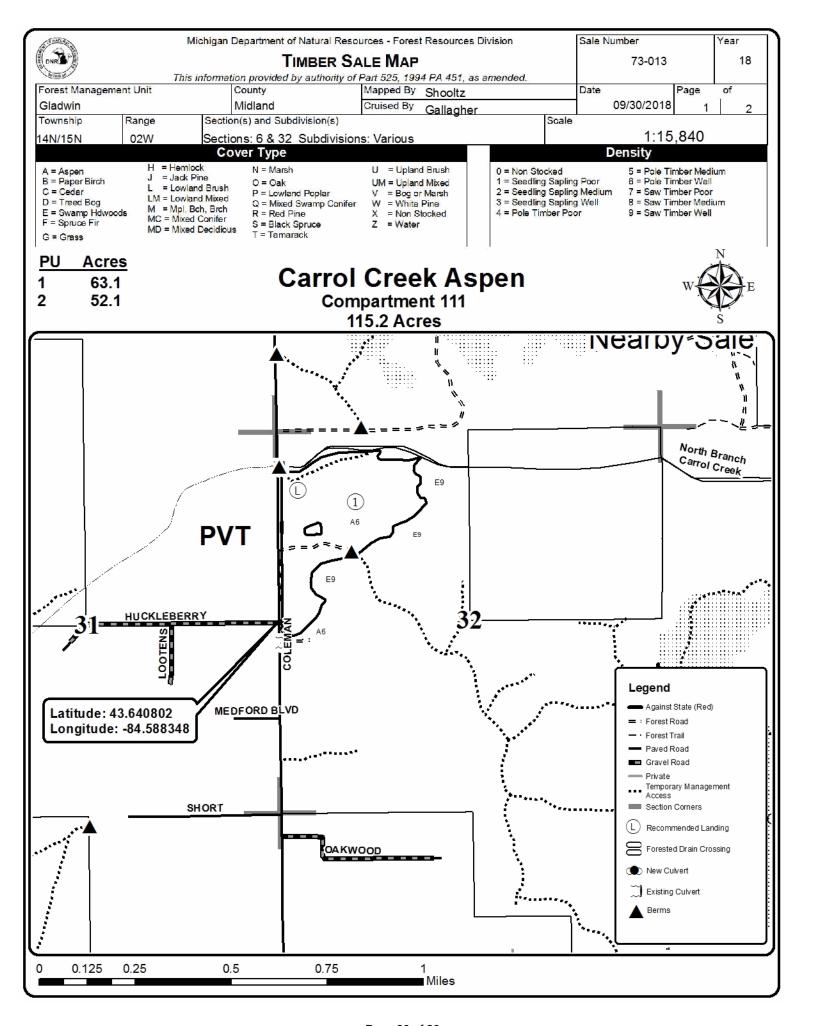
Some roads or skid trails may require extra protection such as that afforded by timber mats, interlocking composite mats, or another approved system. Approximately 200 feet of road or trail will need extra protection at locations shown on the Timber Sale Map. If available, mats may be borrowed from the DNR. A Timber Sale Contract Supplement will be used to document the Purchaser's use of the DNR's mats. Contact the sale administrator regarding availability and pick-up. Timber mats are available from various field offices. Composite mats are only available from the Grayling field office. The Purchaser is responsible for picking up and hauling the mats to and from the site. The composite mats will require DNR staff onsite for installation and removal. Contact the sale administrator to schedule at least 30 days before desired install/removal date. All mats must be cleaned prior to drop off. This may include, but is not limited to, power washing and brushing to remove mud and debris. A charge of \$400.00 per timber mat and \$2,000.00 per composite mat will be assessed for all damaged or

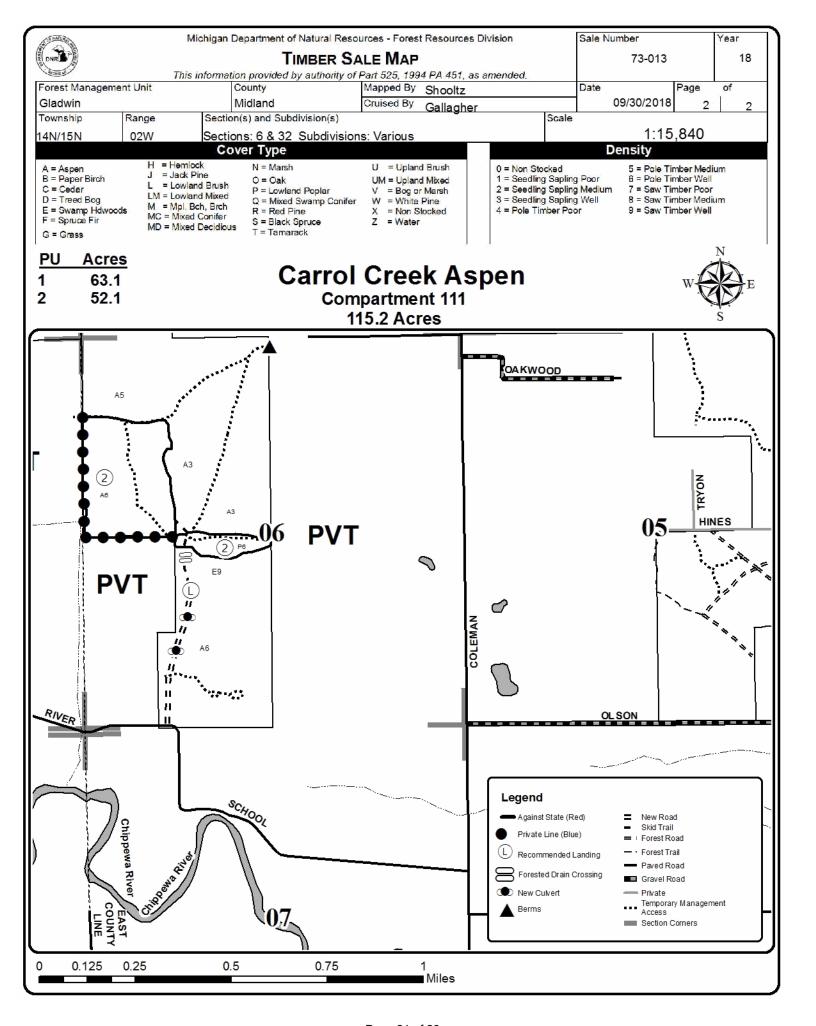
non-returned mats. Damage for the crane/timber mats is defined as three or more broken cants. Damage for the composite mats is defined as cracked or broken mats.

5.2.31 - Landing locations (9/13)

Landing areas are marked on the Timber Sale Map with the letter "L". Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

Section Name: Sale Specific Current as of 6/3/2019 3:05:35PM





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BID FORM

GLADWIN MANAGEMENT UNIT GLADWIN OFFICE

Bemaltes Wald Mix (73-006-18)

T14N, R02W, SEC. 10; T14N, R02W, SEC. 11; T14N, R02W, SEC. 2; T14N, R02W,

In response to the notice of sale to be held 10:00 a.m. (local time) on June 27, 2019, 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.

ESTIMATED	VOLUME*	<u>AE</u>	VERTISED PRICE	BID PRICE/UNIT
181 70	MBF	\$	42 00/MBE	\$
			85.00/MBF	\$ \$
8.20	MBF	\$	47.00/MBF	\$
245.20	MBF	\$	46.00/MBF	\$
8.10	MBF	\$	293.00/MBF	\$
18.40	MBF	\$	101.00/MBF	\$
1,810.00	Cords	\$	17.05/Cord	\$
181.00	Cords	\$	12.55/Cord	\$
885.00	Cords	\$	13.50/Cord	\$
1,414.00	Cords	\$	12.55/Cord	\$
8.00	Cords	\$	11.00/Cord	\$
	181.70 204.60 8.20 245.20 8.10 18.40 1,810.00 181.00 885.00 1,414.00	8.20 MBF	181.70 MBF \$ 204.60 MBF \$ 8.20 MBF \$ 245.20 MBF \$ 8.10 MBF \$ 18.40 MBF \$ 18.40 MBF \$ 1,810.00 Cords \$ 181.00 Cords \$ 885.00 Cords \$ 1,414.00 Cords \$	181.70 MBF \$ 42.00/MBF 204.60 MBF \$ 85.00/MBF 8.20 MBF \$ 47.00/MBF 245.20 MBF \$ 46.00/MBF 8.10 MBF \$ 293.00/MBF 18.40 MBF \$ 101.00/MBF 1,810.00 Cords \$ 17.05/Cord 181.00 Cords \$ 12.55/Cord 885.00 Cords \$ 13.50/Cord 1,414.00 Cords \$ 12.55/Cord

^{*}The volumes are statistically estimated within plus (+) or minus (-) 6.62 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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



Title

Michigan Department of Natural Resources Forest Resources Division

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

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

As required by Act 317 P.A. 1969 (Morker's Compensation) and

	Part 5 of Act 451 of 1994, as ame		iu .		
VE	RIFICATION OF WORKER'S DISABILITY C	OMPENSATI	ON ACT COMPLI	ANCE	
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.				
•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted withit twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed exce	pt for written	signatures.		
Ple	ease Check Appropriate Categories:				
1.	My business is organized as (you must che	ck one of the	boxes below):		
	A. ☐ Sole Proprietorship (individual)				
	B. Partnership				
	C. Corporation				
2.	You must check <u>one</u> of the boxes below:				
	A. \(\subseteq\) I certify my business is a sole proprietorshi Worker's Compensation Laws.	ip and it has no	employees but the s	ole proprietor. I am not subject to the	
	B. I certify my business has satisfied its o bligation (BWC-337, Rev. 5/96). I will proquestions or a copy of the BWC-337, please	ovide a copy of	the Notice of Exclusi	on within 21 days of the contract award. (For	
	C. I certify my business has a Worker's Compone (21) days of the contract award.	ensation Policy	v. I will provide an or	iginal Certificate of Insurance within twenty-	
3.	If you have checked item 2(A) or 2(B), you than yourself, including family members and				
	Full-time Employ	/AAS		Part-time Employees	
	r un une Employ	,003		r art time Employees	
Nam	ne of Business		Federal ID (or) Socia	Security No.	
Add	ress		Telephone		
			()		
City	State	е	ZIP		
	ereby certify that the above information is true actors affecting my coverage during any of my			e Michigan DNR of any changes that occur	
11 10	actors affecting my coverage during any or my	y present and	ruture operations.		
_					
S	Signature of Owner or Authorized Representative				

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

Date

BID FORM

GLADWIN MANAGEMENT UNIT GLADWIN OFFICE

Carrol Creek Aspen (73-013-18)

T14N, R02W, SEC. 6; T15N, R02W, SEC. 32; Midland COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on June 27, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	<u>VERTISED PRICE</u>	BID PRICE/UNIT
Sawtimber					
Mixed Aspen	118.00	MBF	\$	39.00/MBF	\$
Red Maple	15.30	MBF	\$	43.00/MBF	\$
Pulpwood					
Mixed Aspen	1,443.00	Cords	\$	16.00/Cord	\$
Mixed Oak	9.00	Cords	\$	12.65/Cord	\$
Red Maple	180.00	Cords	\$	11.75/Cord	\$

*The volumes are statistically estimated within plus (+) or minus (-) 11.73 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:		l
	Company or individual bidding:]
	Company representative's name:				
	Address:				
	City:	State:	Zip:		
IF AVAILA	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	YOUR PROSPECTUS IN 1	THE ABOVE BOX.	
Individual	or company representative's signature	re:		Date:	_
Phone number : Email (optional):					

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



Michigan Department of Natural Resources Forest Resources Division

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

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

- This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.

•	In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•	All Information must be typed or printed except for written signatures.				
PΙε	ase Check Appropriate Categories:				
1.	My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation				
2.	 You must check one of the boxes below: A. ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). 				
	C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.				
3.	If you have checked item 2(A) or 2(B), you must indicate the 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 EmployeesPart-time Employees				
Nan	e of Business Federal ID (or) Social Security No.				
Add	Telephone ()				
City	State ZIP				
in f	ereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur actors affecting my coverage during any of my present and future operations.				
ξ	signature of Owner or Authorized Representative				
ī	itle Date				

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

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