

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6343**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on September 10, 2019. LOCATION: ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

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

Loch Ess Monster (54-030-18) / T31N, R04E, SEC. 3, N1/2NW, SENW.

T31N, R04E, SEC. 6, E1/2SE.

T31N, R04E, SEC. 7, NENE.

T31N, R04E, SEC. 8, N1/2NW.

Montmorency County, Advertised Price \$93,599.75, 89.6 Acres, Hardwood, Aspen.

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

Loch Hess Red Pine (54-031-18) / T31N, R04E, SEC. 7, S1/2NE, NESE.

T31N, R04E, SEC. 8, NENW, S1/2NW, SWNE.

Montmorency County, Advertised Price \$90,081.85, 71.0 Acres, Red Pine, Hardwood.

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

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

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

Bids must be received by the Unit Manager, ATLANTA OFFICE, 13501 M 33, ATLANTA, MI 49709, no later than 10:00 a.m. (local time) on September 10, 2019. For further information concerning this sale, contact Cody Stevens at 989-785-4251 extension 5240.

#### 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

#### Loch Ess Monster (54-030-18)

T31N, R04E, SEC. 3; T31N, R04E, SEC. 6; T31N, R04E, SEC. 7; T31N, R04E, SEC. 8. Montmorency County (Advertised Price \$93,599.75)

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

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
BI/R/Hybrid Oak	81.90	MBF	\$	94.00 / MBF
Mixed Aspen	198.80	MBF	\$	92.00 / MBF
Red Maple	9.00	MBF	\$	131.00 / MBF
Red Oak	72.60	MBF	\$	210.00 / MBF
Red Pine	107.70	MBF	\$	116.00 / MBF
White Pine	12.10	MBF	\$	83.00 / MBF
Pulpwood				
Jack Pine	32.00	Cords	\$	21.45 / Cord
Mixed Aspen	424.00	Cords	\$	26.25 / Cord
Mixed Oak	526.00	Cords	\$	31.15 / Cord
Red Maple	142.00	Cords	\$	23.00 / Cord
Red Pine	108.00	Cords	\$	44.45 / Cord
White Pine	43.00	Cords	\$	33.05 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.41 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 \$4,680.00 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	16.6%
02	7.4%
03	19.7%
04	10.3%
05	5.9%
06	18.5%
07	21.6%

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

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	29.1	MBF	9.4	\$15,563.05
	B. T. Aspen		29.1	MBF		
	Red Oak		28.6	MBF		
	Red Pine		16.8	MBF		
	White Pine		7.5	MBF		
	Mixed Aspen	Pulpwood	37.0	Cords		
	B. T. Aspen	•	37.0	Cords		
	Mixed Oak		55.0	Cords		
	Red Oak		55.0	Cords		
	Red Maple		22.0	Cords		
	Red Pine		14.0	Cords		
	White Pine		15.0	Cords		
2	Bl/R/Hybrid Oak	Sawtimber	4.1	MBF	5.2	\$6,964.15
_	Mixed Aspen	ouvanio or	14.0	MBF	0.2	φο,σσ 1. 10
	B. T. Aspen		14.0	MBF		
	Red Oak		8.2	MBF		
	Red Pine		9.3	MBF		
	White Pine		9.3 2.2	MBF		
	Jack Pine	Pulpwood	1.0			
	Jack Pine  Jack Pine	Pulpwood		Cords Cords		
			1.0			
	Mixed Aspen		15.0	Cords		
	B. T. Aspen		15.0	Cords		
	Mixed Oak		36.0	Cords		
	BI/R/Hybrid Oak		20.0	Cords		
	Red Oak		16.0	Cords		
	Red Maple		7.0	Cords		
	Red Pine		10.0	Cords		
	White Pine		5.0	Cords		
3	BI/R/Hybrid Oak	Sawtimber	30.6	MBF	18.7	\$18,425.60
	Mixed Aspen		41.8	MBF		
	B. T. Aspen		41.8	MBF		
	Red Pine		33.9	MBF		
	White Pine		0.7	MBF		
	Jack Pine	Pulpwood	4.0	Cords		
	Jack Pine		4.0	Cords		
	Mixed Aspen		36.0	Cords		
	B. T. Aspen		36.0	Cords		
	Mixed Oak		152.0	Cords		
	BI/R/Hybrid Oak		152.0	Cords		
	Red Maple		4.0	Cords		
	Red Pine		41.0	Cords		
	White Pine		1.0	Cords		
4	Bl/R/Hybrid Oak	Sawtimber	16.0	MBF	9.8	\$9,687.50
•	Mixed Aspen		21.9	MBF	3.5	Ψυ,ουτ.οι
	B. T. Aspen		21.9	MBF		
	Red Pine		17.7	MBF		
	White Pine		0.3	MBF		
	Jack Pine	Pulpwood	2.0	Cords		
	Jack Pine  Jack Pine	i uipwood	2.0	Cords		
				Cords		
	Mixed Aspen		19.0			
	B. T. Aspen		19.0	Cords		
	Mixed Oak		80.0	Cords		
	BI/R/Hybrid Oak		80.0	Cords		
	Red Maple		2.0	Cords		
	Red Pine		22.0	Cords		
	White Pine	The state of the s	1.0	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5	Bl/R/Hybrid Oak	Sawtimber	2.9	MBF	8.1	\$5,530.00
	Mixed Aspen		10.1	MBF		
	B. T. Aspen		0.8	MBF		
	Quaking Aspen		9.3	MBF		
	Red Maple		0.1	MBF		
	Red Pine		15.1	MBF		
	White Pine		1.4	MBF		
	Jack Pine	Pulpwood	1.0	Cords		
	Jack Pine		1.0	Cords		
	Mixed Aspen		44.0	Cords		
	B. T. Aspen		4.0	Cords		
	Quaking Aspen		40.0	Cords		
	Mixed Oak		9.0	Cords		
	BI/R/Hybrid Oak		9.0	Cords		
	Red Maple		6.0	Cords		
	Red Pine		11.0	Cords		
	White Pine		11.0	Cords		
6	BI/R/Hybrid Oak	Sawtimber	28.3	MBF	23.2	\$17,329.25
	Mixed Aspen		28.4	MBF		, ,
	B. T. Aspen		26.1	MBF		
	Quaking Aspen		2.3	MBF		
	Red Maple		4.7	MBF		
	Red Pine		14.9	MBF		
	Jack Pine	Pulpwood	21.0	Cords		
	Jack Pine		21.0	Cords		
	Mixed Aspen		145.0	Cords		
	B. T. Aspen		125.0	Cords		
	Quaking Aspen		20.0	Cords		
	Mixed Oak		103.0	Cords		
	BI/R/Hybrid Oak		103.0	Cords		
	Red Maple		64.0	Cords		
	Red Pine		10.0	Cords		
	White Pine		10.0	Cords		
7	Mixed Aspen	Sawtimber	53.5	MBF	15.2	\$20,100.20
•	B. T. Aspen		53.5	MBF	10.2	Ψ20,100.20
	Red Maple		4.2	MBF		
	Red Oak		35.8	MBF		
	Jack Pine	Pulpwood	3.0	Cords		
	Balsam Fir	. 3,511000	3.0	Cords		
	Mixed Aspen		128.0	Cords		
	B. T. Aspen		128.0	Cords		
	Mixed Oak		91.0	Cords		
	Red Oak		91.0	Cords		
	Red Maple		37.0	Cords		
	•	TOTAL	482.1	MBF	•	
		TOTAL:	402.1	IVIDI		

#### Sale Specific Conditions & Requirements

Sale Name: Loch Ess Monster Sale Number: 54-030-18 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) 1-7, cut all trees that are two (2) inches or more at DBH, with the following exceptions: Within Payment Units 1-4, only cut red pine and white pine which meet minimum piece specifications in 2.2 Utilization. In addition, within Payment Units 5 and 6, only cut red pine, white pine and oak which meet minimum piece specifications in 2.2 Utilization.

#### 2.2 - Utilization

#### 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 1-7. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) valued at over \$25,000 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within Payment Units 1-4, if more than 25% of the red pine and white pine seedlings or saplings (1/4" to 4.5" DBH,) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$200.00 per acre for all acreage within that specified portion of the sale area that was damaged.

Within Payment Units 5 and 6, if more than 25% of the red pine, white pine, and white oak seedlings or saplings (1/4" to 4.5" DBH,) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$200.00 per acre for all acreage within that specified portion of the sale area that was damaged.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.3 - Operating schedule (12/08)

Unless changed by written agreement, only two (2) Payment Unit(s) may be operated at any one time. All contractual requirements on a Payment Unit shall be completed and accepted by the Unit Manager or his/her representative prior to the opening of an additional Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

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

Re-opening of closed 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--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 re-opened roads into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. 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 re-opened roads upon completion of the sale. Temporary berms are required if no sale activity occurs for 30 or more consecutive days.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

#### 4.2.2 - 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. Fill material must consist of either cobbles or crushed rock, and may not contain clay.

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: the access road to Ess Lake Campground must be passable by two-wheel drive traffic for the duration of the sale. Within 30 days of completion of hauling, or if no hauling occurs for 30 days, the access road to Ess Lake Campground must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. In general, grading will require a road grader or bull dozer to shape up the roads after forest products have been hauled off site. Gravel must be 23A stone, and applied to a minimum depth of 6 inches. Damages will be assessed if this grading/repair does not occur.

#### 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to finalize landing locations. The Unit Manager or his/her representative must be contacted at least 10 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 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

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1-6, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of October 1 through March 31. This restriction is to reduce impact on Ess Lake Campground.

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

Within Payment Unit(s) 1-7, cutting, skidding, hauling within the sale and brushing of access roads to the sale 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.

#### 5.2.3.11 - Coppice regeneration protection (4/10)

Timber harvesting in any Payment Unit must be completed before significant aspen sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations, such as chipping, must be completed before sprouting of regeneration occurs. If chipping will be delayed more than 30 days from severance from the stem, then tops shall be carried to one location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 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) 1-7, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These trees will be evenly scattered throughout the unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles. This can be an unmerchantable piece or a full tree. Each log must be clearly identified by a piece of blue flagging.

#### 5.2.31 - Landing locations (9/13)

Landing areas are marked on the Timber Sale Map as shown in the map legend. Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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

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

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

The Temporary Management Access in Payment Units 1-6 are used by local residents for hiking and bicycling. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the access as the centerline.

#### 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.

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

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

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

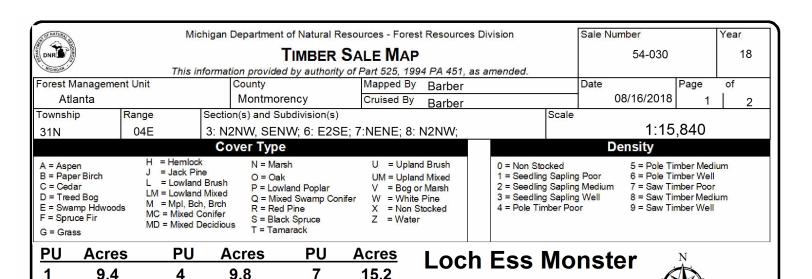
#### 8 - Performance and Settlement

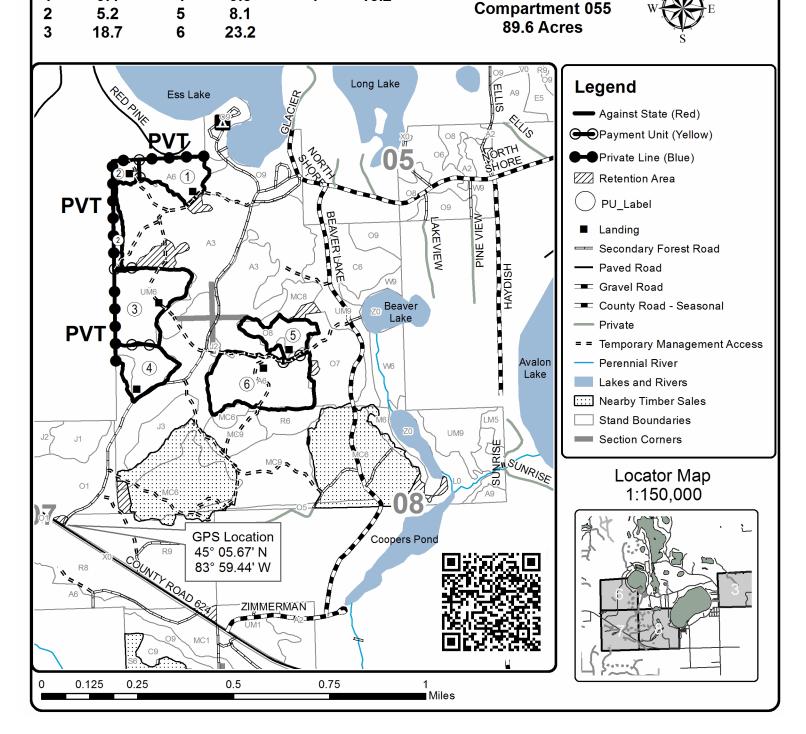
#### 8.3 - Uncompleted or Terminated Contracts

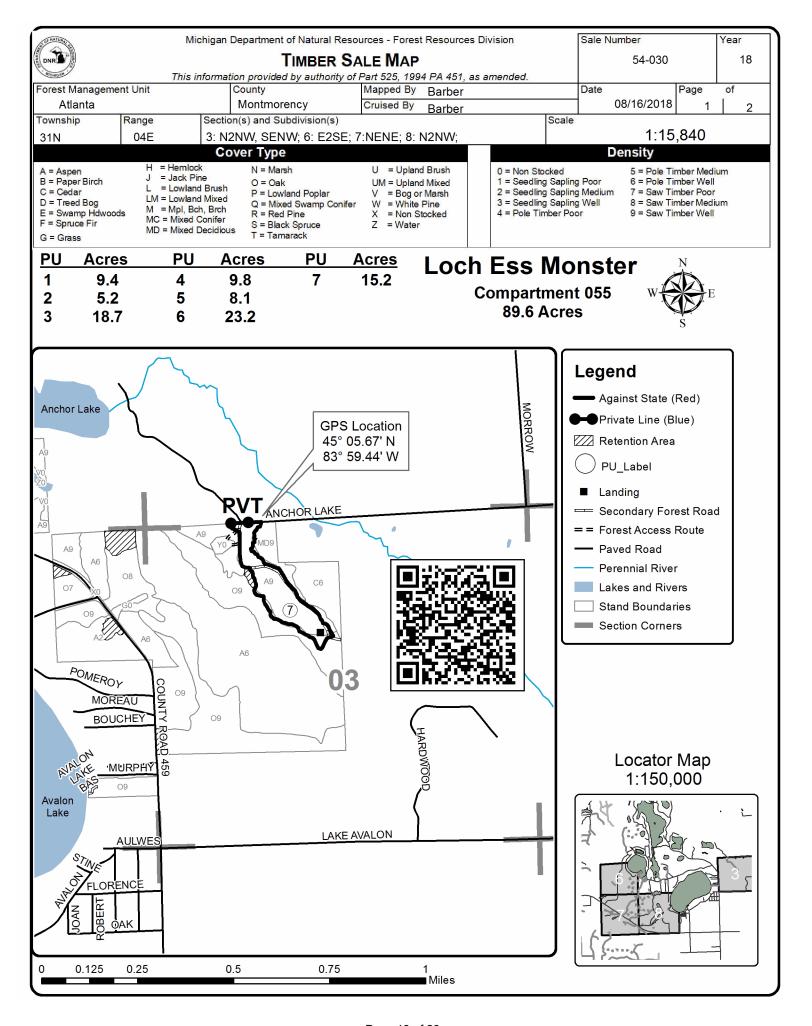
#### 8.3.2 - Completion of contract, other (11/16)

Areas of this sale may be difficult to log. Per General Condition & Requirement 3.5 - Adjustment of Quantity, there will be no adjustment to contract volume, but unharvested timber may not be considered a violation of General Condition & Requirement 8.3 - Uncompleted or Terminated Contract. These areas consist of steep terrain in Payment Units 1-4 and 7.

Section Name: Sale Specific Current as of 8/6/2019 4:40:31PM







Page '	14	of	26
--------	----	----	----

#### TIMBER SALE INFORMATION

Loch Hess Red Pine (54-031-18)
T31N, R04E, SEC. 7; T31N, R04E, SEC. 8.
Montmorency County (Advertised Price \$90,081.85)

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

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	ED UNITS*	ADV	ERTISED PRICE
Sawtimber				
B. T. Aspen	23.50	MBF	\$	92.00 / MBF
BI/R/Hybrid Oak	53.70	MBF	\$	94.00 / MBF
Red Pine	347.90	MBF	\$	116.00 / MBF
White Pine	90.60	MBF	\$	83.00 / MBF
Pulpwood				
B. T. Aspen	97.00	Cords	\$	26.25 / Cord
BI/R/Hybrid Oak	382.00	Cords	\$	31.15 / Cord
Jack Pine	127.00	Cords	\$	21.45 / Cord
Red Maple	32.00	Cords	\$	23.00 / Cord
Red Pine	296.00	Cords	\$	44.45 / Cord
White Pine	119.00	Cords	\$	33.05 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.25 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 \$4,504.00 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	27.6%
02	30.3%
03	23.1%
04	19.0%

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

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	B. T. Aspen	Sawtimber	2.1	MBF	16.5	\$24,868.90
	BI/R/Hybrid Oak		15.7	MBF		
	Red Pine		120.6	MBF		
	B. T. Aspen	Pulpwood	17.0	Cords		
	BI/R/Hybrid Oak		102.0	Cords		
	Jack Pine		29.0	Cords		
	Red Maple		11.0	Cords		
	Red Pine		106.0	Cords		
2	B. T. Aspen	Sawtimber	2.4	MBF	18.1	\$27,291.80
	BI/R/Hybrid Oak		17.3	MBF		
	Red Pine		132.3	MBF		
	B. T. Aspen	Pulpwood	19.0	Cords		
	BI/R/Hybrid Oak		111.0	Cords		
	Jack Pine		31.0	Cords		
	Red Maple		12.0	Cords		
	Red Pine		117.0	Cords		
3	B. T. Aspen	Sawtimber	10.4	MBF	20.0	\$20,841.35
	BI/R/Hybrid Oak		11.4	MBF		
	Red Pine		52.2	MBF		
	White Pine		49.8	MBF		
	B. T. Aspen	Pulpwood	34.0	Cords		
	BI/R/Hybrid Oak		93.0	Cords		
	Jack Pine		37.0	Cords		
	Red Maple		5.0	Cords		
	Red Pine		40.0	Cords		
	White Pine		65.0	Cords		
4	B. T. Aspen	Sawtimber	8.6	MBF	16.4	\$17,079.80
	BI/R/Hybrid Oak		9.3	MBF		
	Red Pine		42.8	MBF		
	White Pine		40.8	MBF		
	B. T. Aspen	Pulpwood	27.0	Cords		
	BI/R/Hybrid Oak		76.0	Cords		
	Jack Pine		30.0	Cords		
		I	4.0	Cords		
	Red Maple		1.0			
	Red Maple Red Pine		33.0	Cords		
				I		
	Red Pine	TOTAL:	33.0	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Loch Hess Red Pine Sale Number: 54-031-18 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, along with Beaver Lake Road. 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 between Payment Units 1 and 2, and Beaver Lake Road between Payment Units 3 and 4. 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, cut all trees that are two (2) inches or more at DBH, except do not cut red pine and white pine 26 inches at DBH or greater. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.2 - Utilization

#### 2.2.2 - Chipping required (2/18)

This sale must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Chipping must be completed within 60 days of severance from the stump, or by the sale expiration date, which ever occurs first. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

#### 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.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) valued at over \$25,000 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Supplement. There will be only one division per Payment Unit.

#### 3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are red pine and white pine 26 inches at DBH or greater. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$200.00 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.3 - Operating schedule (12/08)

Unless changed by written agreement, only two (2) Payment Unit(s) may be operated at any one time. All contractual requirements on a Payment Unit shall be completed and accepted by the Unit Manager or his/her representative prior to the opening of an additional Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

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

Re-opening of closed 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 re-opened roads into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. 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 re-opened roads upon completion of the sale. Temporary berms are required if no sale activity occurs for 30 or more consecutive days.

#### 4.1.12 - No new roads (1/12)

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be allowed.

#### 4.2 - Maintenance

#### 4.2.2 - 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. Fill material must consist of either cobbles or crushed rock, and may not contain clay.

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required if the access road to Ess Lake Campground is used: the access road to Ess Lake Campground must be passable by two-wheel drive traffic for the duration of the sale. Within 30 days of completion of hauling, or if no hauling occurs for 30 days, the access road to Ess Lake Campground must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. In general, grading will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. Gravel must be 23A stone, and applied to a minimum depth of 6 inches. Damages will be assessed if this grading/repair does not occur.

#### 4.2.5 - Two wheel drive condition (2/04)

All existing trail roads on and adjacent to the sale area must be passable by two-wheel drive traffic for the duration of the sale.

#### 5 - Operations

#### 5.1 - Notification

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

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations to determine landing locations. The Unit Manager or his/her representative must be contacted at least 10 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 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

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are limited to the period of December 1 through March 31. This restriction is to reduce impact on Ess Lake Campground.

#### 5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Units 1-4, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

#### 5.2.31 - Landing locations (9/13)

Landing areas are marked on the Timber Sale Map as shown in the map legend. Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to ensure the proper regeneration of the stand. Wood debris, chips and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

#### 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.

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

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

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 7.3.2 - Modification for oak wilt (2/05)

Within the sale area, there may be patches of oak wilt. If oak wilt is identified within the sale area, this contract may be modified. The following modifications could occur: time of cutting, species to cut, volume to harvest, or various others dealing with the treatment of oak wilt. If a species is not specified in this contract, it shall be paid for at the average price received for that species and product.

#### 7.3.3 - Modification for reforestation (8/05)

When contractual work of Purchaser has been accepted for any Payment Unit identified on Sale Area Map, Payment Unit will be eliminated from the Sale Area on written notice so that reforestation operations can begin.

#### 8 - Performance and Settlement

#### 8.3 - Uncompleted or Terminated Contracts

#### 8.3.1 - Completion of contract, chipping (1/16)

In addition to cutting, all chipping must be completed by the contract expiration date. If chipping has not been completed, an extension fee or damages may be charged per General Condition & Requirement 7.2 and 8.3.

Section Name: Sale Specific Current as of 8/6/2019 8:35:54AM

SI OT NATURAL PL	Λ.	M	ichigan De	epartment of Natural Reso	urces - Forest	Resources D	Division	[5	Sale Number	Year
DNR	Dian.			TIMBER SA	ALE <b>M</b> AP				54-031	18
Forest N	/Janagement U			n provided by authority of ounty	Part 525, 199 Mapped By	<i>PA 451, as</i> Barber	amended.	-	Date Page	of
	anta		0.20	Montmorency	Cruised By	Barber			08/16/2018 1	1 1
Townsh	ip Ra	nge	See Contract of Section	(s) and Subdivision(s)			Sc	ale		<u> </u>
31N	(	04E		IE,NESE; 8: NENW,S2	2NW,SWNE				1:15,840	
		H = Hemlo		er Type N = Marsh	11 - 11-12-2	Devel			Density	
A = Asp B = Pap	er Birch	J = Jack F		O = Oak	U = Upland UM = Upland	Mixed	0 = Non Stocke 1 = Seedling Sa	apling l		ĺ
C = Ced D = Tree	ed Bog	LM = Lowlar M = Mpl, B	nd Mixed	P = Lowland Poplar Q = Mixed Swamp Conifer	V = Bog or W = White		2 = Seedling Sa 3 = Seedling Sa	apling \	Well 8 = Saw Timber Med	ium
E = Swa	ımp Hdwoods ıce Fir	MC = Mixed	Conifer	R = Red Pine S = Black Spruce	X = Non St Z = Water	ocked	4 = Pole Timber	r Poor	9 = Saw Timber Wel	
G = Gra	SS	MD = Mixed	Decidious	T = Tamarack	1 7 San E4000E					
PU	Acres	PU	Acres	<u> </u>	och F	less l	Red Pir	ne	N	
1	16.5	3	20.0	_						
2	18.1	4	16.4			partme			W	E
					1	71.0 Acr	es		S	
		~~//~~/	.: A6:\$	Q. No.		06 706 A	2J <sub>W9</sub>	$\Gamma_{\mathbf{i}}$	.egend	
		1 "==		8		08		-	.egenu	
:	国地名4万	¥'⊫n ≝́				<del>/ [</del> \\$		-	Against State (Red)	
I \ <sub>ш</sub> :			A3	P2 3 19	09	AKEVIEW	PINE VIEW	9	Payment Unit (Yellow)	
ESS LAKE			£		AKE C6	E ∀	蔰	•	●Private Line (Blue)	
SS			2 1		fii wo		P HAYDISH	$\mathbb{Z}$		
["   i				MC8	UM9 Z0 Bea	iver	Į		PU_Label	
		L	N. A.		La	ke				
			" _ J2				Avalon		■ Landing	i
/		5	> // ð		7 \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\		Lake		Secondary Forest Roa	d
				A6;			, i		─ Paved Road ■ Gravel Road	
		/			XXVV				■ Clavel Road County Road - Seasor	nal
	7	J3		MC6 MC9	M6	Z0 UM9	LM5	_	Private	
J2	) J1	( ) <b>/</b>	Q ? 5			80	N. N	=	= Temporary Manageme	nt Access
			$\Phi \subseteq$	MC9 3	4	Zino	Z Z	_	— Perennial River	
<u>ک</u> (	D1 #		<b>(2)</b>				ns A9		Lakes and Rivers	
	7	= , MC		05	-0-0	1150	// As	□	∷ Nearby Timber Sales	
707		"		PVT P	VT P				Stand Boundaries	
		II RS			Coop	ers Pond		-	Section Corners	
-	R8			A				_		
	) "   No	,X0		ľ		8	MILLER		Locator Map	
				ZIMMERMAN	0				1:200,000	
LO	//			UM1 A2					/ " This	-
-C6	\	GPS Loc 45° 05.6			7					
C6		83° 59.4		COUNTY RO	AD 624					.
127					1			li		
UM6		)	1			UO	UO UO			
				1			· /		7-3	<u> </u>
J6				_		AG	3231		11 (	
			V			LM6 Q6		1	Price	
0	0.125 0.	25	0.5	0.75		1		Ĺ		۱ ٦
						■Miles				

Page 2	22 of 26
--------	----------

#### BID FORM

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### Loch Ess Monster (54-030-18)

T31N, R04E, SEC. 3; T31N, R04E, SEC. 6; T31N, R04E, SEC. 7; T31N, R04E,

In response to the notice of sale to be held 10:00 a.m. (local time) on September 10, 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	ESTIMATED V	<u>'OLUME*</u>	<u>AD</u>	VERTISED PRICE	<b>BID PRICE/UNIT</b>
Sawtimber					
Bl/R/Hybrid Oak	81.90	MBF	\$	94.00/MBF	\$
Mixed Aspen	198.80 N	MBF	\$	92.00/MBF	\$
Red Maple	9.00	MBF	\$	131.00/MBF	\$
Red Oak	72.60 N	MBF	\$	210.00/MBF	\$
Red Pine	107.70	MBF	\$	116.00/MBF	\$
White Pine	12.10	MBF	\$	83.00/MBF	\$
Pulpwood					
Jack Pine	32.00	Cords	\$	21.45/Cord	\$
Mixed Aspen	424.00	Cords	\$	26.25/Cord	\$
Mixed Oak	526.00	Cords	\$	31.15/Cord	\$
Red Maple	142.00	Cords	\$	23.00/Cord	\$
Red Pine	108.00	Cords	\$	44.45/Cord	\$
White Pine	43.00	Cords	\$	33.05/Cord	\$

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.41 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:	
= AVAIL	ABLE, PLEASE PLACE THE PERSOI	NALIZED LABEL FROM	I YOUR PROSPECTUS IN	THE ABOVE BOX.
ndividual	or company representative's signatur	re:		Date:

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



Title

#### Michigan Department of Natural Resources Forest Resources Division

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

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

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

	Part 5 of Act 451 of 1994, as ame		iu .		
VE	RIFICATION OF WORKER'S DISABILITY C	OMPENSATI	ON ACT COMPLI	ANCE	
•	This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.				
•					
•	All Information must be typed or printed except 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 <b>must</b> check <u>one</u> of the boxes below:				
	A.  I certify my business is a sole proprietorshi Worker's Compensation Laws.	ip and it has no	employees but the s	ole proprietor. I am not subject to the	
	B.  I certify my business has satisfied its o bligation to the 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.				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.	
Address			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**

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### Loch Hess Red Pine (54-031-18)

T31N, R04E, SEC. 7; T31N, R04E, SEC. 8; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on September 10, 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 Sawtimber	<u>ESTIMATED</u>	VOLUME*	<u>AD</u>	VERTISED PRICE	BID PRICE/UNIT
B. T. Aspen	23.50	MBF	\$	92.00/MBF	\$
Bl/R/Hybrid Oak	53.70	MBF	\$	94.00/MBF	\$
Red Pine	347.90	MBF	\$	116.00/MBF	\$
White Pine	90.60	MBF	\$	83.00/MBF	\$
Pulpwood					
B. T. Aspen	97.00	Cords	\$	26.25/Cord	\$
Bl/R/Hybrid Oak	382.00	Cords	\$	31.15/Cord	\$
Jack Pine	127.00	Cords	\$	21.45/Cord	\$
Red Maple	32.00	Cords	\$	23.00/Cord	\$
Red Pine	296.00	Cords	\$	44.45/Cord	\$
White Pine	119.00	Cords	\$	33.05/Cord	\$
ı					

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.25 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:				
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
Individual or company representative's signature: Date:						
Phone number · Email (ontional):						

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



# Michigan Department of Natural Resources Forest Resources Division

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

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

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

one (21) days of the contract award.

# VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures. Please Check Appropriate Categories: My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation You must check one of the boxes below: A. □ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.

B. 
I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For

C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-

3. If you have checked item 2(A) or 2(B), you **must** indicate the number of **both** full-time and part-time employees, other

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

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

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

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

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