

# DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #6338**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on May 7, 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:

BRC Pine (54-007-18) / T31N, R01E, SEC. 2, E1/2NW,W1/2NE.

T31N, R01E, SEC. 5, N1/2NE, SENE, NWSW.

T31N, R01E, SEC. 6, SESW,E1/2SE.

T32N, R01E, SEC. 35, SWSE.

Montmorency County, Advertised Price \$74,685.00, 75.3 Acres, Red Pine, Hardwood.

Compartment 30 Hardwoods (54-029-18) / T31N, R01E, SEC. 4, NW,N1/2SW,E1/2SE.

T31N, R01E, SEC. 5, SENW,SW,W1/2SE.

T31N, R01E, SEC. 6, E1/2SE.

Montmorency County, Advertised Price \$274,694.70, 327.4 Acres, Hardwood, Red Oak.

Rattlesnake Bytes (54-037-18) / T31N, R01E, SEC. 13, SESE.

T31N, R01E, SEC. 24, SENW, NE, SW, W1/2SE.

T31N, R02E, SEC. 19, NWNW.

Montmorency County, Advertised Price \$188,046.85, 152.3 Acres, Aspen, Red Oak.

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 May 7, 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

#### BRC Pine (54-007-18)

T31N, R01E, SEC. 2; T31N, R01E, SEC. 5; T31N, R01E, SEC. 6; T32N, R01E, SEC. 35.

Montmorency County (Advertised Price \$74,685.00)

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>ESTIMATED UNITS*</b> |       | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------|-------|------------|---------------|
| Sawtimber          |                         |       |            |               |
| BI/R/Hybrid Oak    | 34.10                   | MBF   | \$         | 102.00 / MBF  |
| Red Pine           | 318.20                  | MBF   | \$         | 117.00 / MBF  |
| White Pine         | 52.20                   | MBF   | \$         | 106.00 / MBF  |
| Pulpwood           |                         |       |            |               |
| Jack Pine          | 222.00                  | Cords | \$         | 22.65 / Cord  |
| Mixed Aspen        | 61.00                   | Cords | \$         | 26.20 / Cord  |
| Mixed Hardwood     | 102.00                  | Cords | \$         | 21.85 / Cord  |
| Mixed Oak          | 77.00                   | Cords | \$         | 28.50 / Cord  |
| Red Pine           | 285.00                  | Cords | \$         | 47.40 / Cord  |
| White Pine         | 95.00                   | Cords | \$         | 40.90 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 17.52 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 \$3,734.00 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                  | 9.5%                        |
| 02                  | 50.7%                       |
| 03                  | 32.4%                       |
| 04                  | 7.4%                        |
|                     |                             |

- 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  | Red Pine         | Sawtimber   | 27.8               | MBF          | 3.9   | \$7,103.35                 |
|    | White Pine       |             | 7.3                | MBF          |       |                            |
|    | Mixed Aspen      | Pulpwood    | 31.0               | Cords        |       |                            |
|    | B. T. Aspen      | Sawtimber   | 0.6                | MBF          |       |                            |
|    | B. T. Aspen      | Pulpwood    | 30.0               | Cords        |       |                            |
|    | Mixed Hardwood   | ,           | 11.0               | Cords        |       |                            |
|    | Red Maple        | Sawtimber   | 0.6                | MBF          |       |                            |
|    | Red Maple        | Pulpwood    | 10.0               | Cords        |       |                            |
|    | Red Pine         | ,           | 22.0               | Cords        |       |                            |
|    | White Pine       |             | 24.0               | Cords        |       |                            |
| 2  | Bl/R/Hybrid Oak  | Sawtimber   | 19.1               | MBF          | 25.8  | \$37,842.55                |
| _  | BI/R/Hybrid Oak  |             | 12.9               | MBF          |       | ¥ 5 1 , 5 1 <u>—</u> 1 5 1 |
|    | Red Oak          |             | 6.2                | MBF          |       |                            |
|    | Red Pine         |             | 192.5              | MBF          |       |                            |
|    | White Pine       |             | 14.5               | MBF          |       |                            |
|    | Mixed Aspen      | Pulpwood    | 12.0               | Cords        |       |                            |
|    | B. T. Aspen      |             | 12.0               | Cords        |       |                            |
|    | Mixed Hardwood   |             | 63.0               | Cords        |       |                            |
|    | Red Maple        | Sawtimber   | 3.3                | MBF          |       |                            |
|    | Red Maple        | Pulpwood    | 49.0               | Cords        |       |                            |
|    | Sugar Maple      | i aipwood   | 7.0                | Cords        |       |                            |
|    | Mixed Oak        |             | 50.0               | Cords        |       |                            |
|    | BI/R/Hybrid Oak  |             | 31.0               | Cords        |       |                            |
|    | Red Oak          |             | 19.0               | Cords        |       |                            |
|    | Red Pine         |             | 171.0              | Cords        |       |                            |
|    | White Pine       |             | 15.0               | Cords        |       |                            |
| 3  | Bl/R/Hybrid Oak  | Sawtimber   | 15.0               | MBF          | 17.0  | \$24,215.00                |
| )  | BI/R/Hybrid Oak  | Sawtiiiibei | 13.0               | MBF          | 17.0  | φ24,213.00                 |
|    | Northern Pin Oak |             |                    | I            |       |                            |
|    | Red Pine         |             | <i>2.0</i><br>95.0 | MBF          |       |                            |
|    |                  |             |                    | MBF          |       |                            |
|    | White Pine       | Dulauraad   | 29.9               | MBF          |       |                            |
|    | Jack Pine        | Pulpwood    | 33.0<br>10.9       | Cords<br>MBF |       |                            |
|    | Jack Pine        |             |                    |              |       |                            |
|    | Jack Pine        | Pulpwood    | 11.0               | Cords        |       |                            |
|    | Mixed Aspen      | 0           | 18.0               | Cords        |       |                            |
|    | B. T. Aspen      | Sawtimber   | 1.6                | MBF          |       |                            |
|    | B. T. Aspen      | Pulpwood    | 13.0               | Cords        |       |                            |
|    | Quaking Aspen    |             | 2.0                | Cords        |       |                            |
|    | Mixed Hardwood   | 0           | 27.0               | Cords        |       |                            |
|    | Sugar Maple      | Sawtimber   | 1.0                | MBF          |       |                            |
|    | Red Maple        | Pulpwood    | 16.0               | Cords        |       |                            |
|    | Sugar Maple      |             | 9.0                | Cords        |       |                            |
|    | Mixed Oak        |             | 27.0               | Cords        |       |                            |
|    | BI/R/Hybrid Oak  |             | 23.0               | Cords        |       |                            |
|    | Northern Pin Oak |             | 4.0                | Cords        |       |                            |
|    | Red Pine         |             | 84.0               | Cords        |       |                            |
|    | White Pine       |             | 45.0               | Cords        |       |                            |
| 4  | Red Pine         | Sawtimber   | 2.9                | MBF          | 28.6  | \$5,524.10                 |
|    | White Pine       |             | 0.5                | MBF          |       |                            |
|    | Jack Pine        | Pulpwood    | 189.0              | Cords        |       |                            |
|    | Jack Pine        | Sawtimber   | 2.9                | MBF          |       |                            |
|    | Jack Pine        | Pulpwood    | 183.0              | Cords        |       |                            |
|    | Mixed Hardwood   |             | 1.0                | Cords        |       |                            |
|    | Black Cherry     |             | 1.0                | Cords        |       |                            |
|    | Diack Cherry     |             |                    |              |       |                            |
|    | Red Pine         |             | 8.0                | Cords        |       |                            |

| TOTAL: | 404.5 MBF   |
|--------|-------------|
| TOTAL: | 842.0 Cords |

#### Sale Specific Conditions & Requirements

Sale Name: BRC Pine Sale Number: 54-007-18 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundaries are marked and identified by red 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 unless marked with two red rings. Trees with two red rings are Included Timber.

#### 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. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 66 feet of the cleared portion of Shingle Mill Road. These trees may be utilized or may be scattered back into the sale area.

#### 2.2 - Utilization

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

Payment Units 1 - 4 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the cut portion of the trees must be chipped and hauled. Designated trees must have tops chipped and/or hauled to a centralized location within 60 days of felling. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter still applies (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) \$25,000 or greater in value 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 marked with green paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$200 as fixed, agreed and liquidated damages for each special protection tree cut or damaged. Such payment does not constitute ownership of the undesignated timber.

#### 4 - Transportation

#### 4.1 - Construction

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

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

#### 4.1.4 - Timber removed for construction (12/09)

Trees cut or damaged in the process of pre-approved road, landing or skid trail construction will be decked in an area separate from other Designated Timber and not removed until measured by the sale administrator. Payment will be made at the specified Purchase Unit Price.

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

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. 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.

#### 4.2 - 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. This fill material shall not consist of clay or organic material. This fill material must be approved by the Unit Manager or his/her representative before placing on state land.

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

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

#### 4.4 - Access

#### 4.4.3 - Access gate (12/08)

The access gate leading to Payment Unit 2 must be locked at the completion of each day unless otherwise approved by the Unit Manager or his/her representative.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Enervest Operating, LLC. at 989 731 5699 or Ward Lake Energy at 989 732 8499.

#### 5.1.6 - Utility R.O.W. (1/15)

It is the responsibility of the Purchaser to obtain permission from the utility company to utilize the power line R.O.W. for operations. Contact Great Lakes Energy at 1 888 485 2537.

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

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

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

#### 5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Unit 4 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 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

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

Within Payment Unit(s) 2 & 3, 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.

#### 5.2.3.6 - 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.

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

Timber harvesting in Payment Unit 1 & 4 must be completed before significant deciduous sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post-harvest operations, such as chipping, skidding/forwarding and processing, must be completed either before deciduous sprouting occurs or within 30 calendar days of severing/cutting stem(s). If it is anticipated that these practices will be delayed, then merchantable material shall be carried to one central location or left within the Payment Unit. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete. Liquidated damages will be assessed according to specification 3.4.1 if the Purchaser reenters the Payment Unit to retrieve merchantable material after sprouting begins.

#### 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)

In addition, operations are to cease immediately if equipment and weather conditions result in rutting on 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.

#### 5.4.4 - Slope protection (5/15)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion.

#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

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

#### 7 - Other Conditions

#### 7.3 - Contract Modifications

#### 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.

#### 7.5 - Loss

#### 7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from windthrow in Payment Unit 4. The Purchaser should harvest the wood as soon as

possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

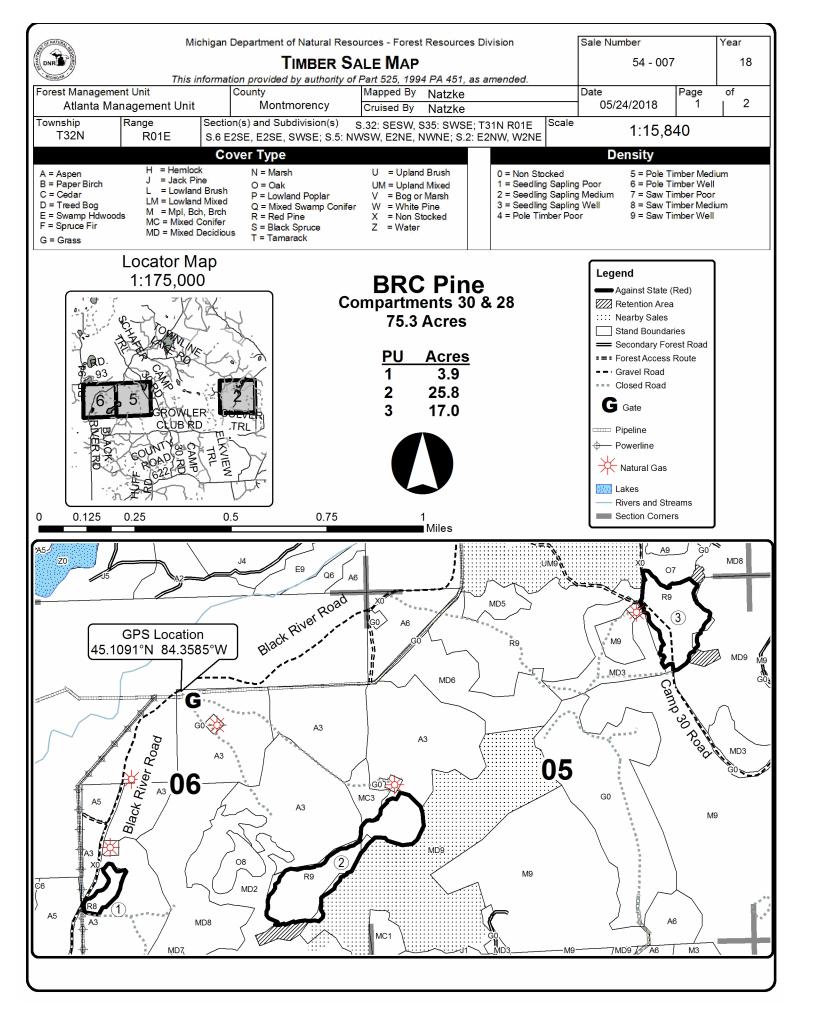
#### 8 - Performance and Settlement

#### 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 11/19/2018 8:55:57AM



| 7  |  |  |  |   |  |                 |
|--|--|--|--|---|--|-----------------|
| Michigan Depa  | artment of Natural Reso                            |  | Resources Division                     |   | Sale Number  | Year            |
| This information u                                       | TIMBER SA<br>provided by authority of              |  | PA 451. as amende                      | ed.   | 54 - 007   | 18              |
| Forest Management Unit Cou                               | inty   | Mapped By                                | Natzke                                 |   |  | Page of         |
| Atlanta Management Unit                                  | Montmorency and Subdivision(s)                     | Cruised By                               | Natzke                                 | C -   | 05/24/2018   | 2 2             |
|  | , E2SE, SWSE; S.5: NV                              |  | 35: SWSE; T31N R0<br>WNE: S.2: E2NW. V |   | 1:15,84  | 0               |
|  | Туре   |  |  |   | Density  |                 |
|  | N = Marsh  | U = Upland                               |  | lon Stocked   | 5 = Pole Tim<br>1 Poor 6 = Pole Tim  |                 |
| C = Cedar  | O = Oak P = Lowland Poplar Q = Mixed Swamp Conifer | UM = Upland<br>V = Bog or<br>W = White F | Marsh 2 = S                            | eedling Sapling<br>eedling Sapling<br>eedling Sapling | Medium 7 = Saw Tim   | ber Poor        |
| E = Swamp Hdwoods MC = Mixed Conifer  MC = Mixed Conifer | R = Red Pine<br>S = Black Spruce                   | X = Non Sto<br>Z = Water                 |  | ole Timber Poo  |  | ber Well        |
| MI) = Miyed Decidious                                    | T = Tamarack                                       | - (1.515)                                |  |   |  |                 |
| <u>PU Acres</u><br>4 28.6                                | Comparti   | C Pir<br>ments 3<br>3 Acres              | 0 & 28                                 | 01 pr   | Locator Ma<br>1:175,000  |                 |
| D2 A5 G0 A3 D3 D3 D3                                     | J5<br>C5   | East                                     | 36                                     | RIVERRD   | - X- O'\ (.' '   | ELKVIEW ELKVIEW |
| Q5 G0 L0 J5 J5 R6 R6                                     | GPS Lo   | Shirdle Mill ocation                     | 73°W                                   |   | Legend  Against State (F   | Red)            |
| MCS R6 U0  L0 3 R6 G0 J5  J5 J5  J3 J3  UM6 A6           | R6 R9 R9 A3 R9                                     |  | J3<br>J3<br>J5                         |   | Retention Area ::::: Nearby Timber: Stand Boundari Forest Road === Poor Dirt Road Gravel Road Seasonal Count Private Road Closed Road Pipeline Powerline Natural Gas | es              |
| 0 0.125 0.25   | 0.5  | 0.75                                     | 1 Mile                                 | es  | Intermittent Strea Perennial Strea Lakes Section Corners   | ms              |

| Page | 14 | of | 36 |
|------|----|----|----|
|------|----|----|----|

#### TIMBER SALE INFORMATION

Compartment 30 Hardwoods (54-029-18)
T31N, R01E, SEC. 4; T31N, R01E, SEC. 5; T31N, R01E, SEC. 6.
Montmorency County (Advertised Price \$274,694.70)

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* | <u>ADV</u> | ERTISED PRICE |
|--------------------|-----------------|----------|------------|---------------|
| Sawtimber          |                 |          |            |               |
| Basswood           | 271.40          | MBF      | \$         | 63.00 / MBF   |
| Mixed Aspen        | 247.80          | MBF      | \$         | 96.00 / MBF   |
| Red Maple          | 28.50           | MBF      | \$         | 141.00 / MBF  |
| Red Oak            | 285.00          | MBF      | \$         | 206.00 / MBF  |
| Sugar Maple        | 184.30          | MBF      | \$         | 514.00 / MBF  |
| Pulpwood           |                 |          |            |               |
| Beech              | 81.00           | Cords    | \$         | 21.85 / Cord  |
| Mixed Aspen        | 503.00          | Cords    | \$         | 26.20 / Cord  |
| Mixed Hardwood     | 2,171.00        | Cords    | \$         | 21.85 / Cord  |
| Red Oak            | 463.00          | Cords    | \$         | 28.50 / Cord  |
| Red Pine           | 5.00            | Cords    | \$         | 47.40 / Cord  |
| White Pine         | 13.00           | Cords    | \$         | 40.90 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.51 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 \$13,735.00 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 Y |
|---------------------|-------------------------|
| 01                  | 21.1%                   |
| 02                  | 26.7%                   |
| 03                  | 39.7%                   |
| 04                  | 12.5%                   |

- 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)**

| PU | MARKET GROUP             | PRODUCT     | QUANTITY             | UNIT           | ACRES | ADVERTISE PRICE |
|----|--------------------------|-------------|----------------------|----------------|-------|-----------------|
| 1  | Basswood                 | Sawtimber   | 36.4                 | MBF            | 98.8  | \$57,969.15     |
|    | Mixed Aspen              |             | 3.0                  | MBF            |       |                 |
|    | B. T. Aspen              |             | 3.0                  | MBF            |       |                 |
|    | Red Maple                |             | 27.0                 | MBF            |       |                 |
|    | Red Oak                  |             | 126.5                | MBF            |       |                 |
|    | Sugar Maple              |             | 18.7                 | MBF            |       |                 |
|    | Beech                    | Pulpwood    | 4.0                  | Cords          |       |                 |
|    | Beech                    | Sawtimber   | 2.0                  | MBF            |       |                 |
|    | Mixed Aspen              | Pulpwood    | 7.0                  | Cords          |       |                 |
|    | B. T. Aspen              |             | 7.0                  | Cords<br>Cords |       |                 |
|    | Mixed Hardwood  Basswood |             | 461.0<br><i>55.0</i> | Cords          |       |                 |
|    | Beech                    |             | 21.0                 | Cords          |       |                 |
|    | Ironwood                 |             | 2.0                  | Cords          |       |                 |
|    | Paper Birch              |             | 5.0                  | Cords          |       |                 |
|    | Red Maple                |             | 136.0                | Cords          |       |                 |
|    | Sugar Maple              |             | 239.0                | Cords          |       |                 |
|    | White Ash                |             | 3.0                  | Cords          |       |                 |
|    | Red Oak                  |             | 187.0                | Cords          |       |                 |
|    | Red Pine                 |             | 5.0                  | Cords          |       |                 |
| 2  | Basswood                 | Sawtimber   | 96.8                 | MBF            | 85.5  | \$73,215.40     |
|    | Mixed Aspen              |             | 69.3                 | MBF            |       | ·               |
|    | B. T. Aspen              |             | 64.5                 | MBF            |       |                 |
|    | Quaking Aspen            |             | 4.8                  | MBF            |       |                 |
|    | Red Oak                  |             | 18.9                 | MBF            |       |                 |
|    | Sugar Maple              |             | 66.8                 | MBF            |       |                 |
|    | Beech                    | Pulpwood    | 33.0                 | Cords          |       |                 |
|    | Beech                    | Sawtimber   | 16.7                 | MBF            |       |                 |
|    | Mixed Aspen              | Pulpwood    | 195.0                | Cords          |       |                 |
|    | B. T. Aspen              |             | 127.0                | Cords          |       |                 |
|    | Quaking Aspen            |             | 68.0                 | Cords          |       |                 |
|    | Mixed Hardwood           | Cavetinahas | 713.0                | Cords          |       |                 |
|    | Paper Birch<br>Basswood  |             | 5.0<br>178.0         | MBF<br>Cords   |       |                 |
|    | Beech                    | Pulpwood    | 147.0                | Cords          |       |                 |
|    | Ironwood                 |             | 19.0                 | Cords          |       |                 |
|    | Paper Birch              |             | 8.0                  | Cords          |       |                 |
|    | Sugar Maple              |             | 346.0                | Cords          |       |                 |
|    | White Ash                |             | 5.0                  | Cords          |       |                 |
|    | Red Oak                  |             | 29.0                 | Cords          |       |                 |
| 3  | Basswood                 | Sawtimber   | 112.2                | MBF            | 97.3  | \$109,207.70    |
|    | Mixed Aspen              |             | 99.5                 | MBF            |       | ,, .            |
|    | B. T. Aspen              |             | 99.5                 | MBF            |       |                 |
|    | Red Oak                  |             | 96.4                 | MBF            |       |                 |
|    | Sugar Maple              |             | 86.8                 | MBF            |       |                 |
|    | Beech                    | Pulpwood    | 44.0                 | Cords          |       |                 |
|    | Beech                    | Sawtimber   | 21.9                 | MBF            |       |                 |
|    | Mixed Aspen              | Pulpwood    | 173.0                | Cords          |       |                 |
|    | B. T. Aspen              |             | 173.0                | Cords          |       |                 |
|    | Mixed Hardwood           |             | 820.0                | Cords          |       |                 |
|    | Paper Birch              | Sawtimber   | 3.8                  | MBF            |       |                 |
|    | Basswood                 | Pulpwood    | 186.0                | Cords          |       |                 |
|    | Beech                    |             | 167.0                | Cords          |       |                 |
|    | Ironwood                 |             | 10.0                 | Cords          |       |                 |
|    | Paper Birch<br>Red Maple |             | 23.0<br>4.0          | Cords<br>Cords |       |                 |
|    |                          |             | 4 ()                 | i Cords        |       |                 |

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

| PU      | MARKET GROUP   | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|---------|----------------|-----------|----------|-------|-------|-----------------|
| 3 con't | Sugar Maple    | Pulpwood  | 419.0    | Cords |       |                 |
|         | White Ash      | ,         | 3.0      | Cords |       |                 |
|         | Red Oak        |           | 165.0    | Cords |       |                 |
| 4       | Basswood       | Sawtimber | 26.0     | MBF   | 45.8  | \$34,302.45     |
|         | Mixed Aspen    |           | 76.0     | MBF   |       |                 |
|         | B. T. Aspen    |           | 74.6     | MBF   |       |                 |
|         | Quaking Aspen  |           | 1.4      | MBF   |       |                 |
|         | Red Maple      |           | 1.5      | MBF   |       |                 |
|         | Red Oak        |           | 43.2     | MBF   |       |                 |
|         | Sugar Maple    |           | 12.0     | MBF   |       |                 |
|         | Mixed Aspen    | Pulpwood  | 128.0    | Cords |       |                 |
|         | B. T. Aspen    |           | 98.0     | Cords |       |                 |
|         | Quaking Aspen  |           | 30.0     | Cords |       |                 |
|         | Mixed Hardwood |           | 177.0    | Cords |       |                 |
|         | Basswood       |           | 55.0     | Cords |       |                 |
|         | Beech          |           | 3.0      | Cords |       |                 |
|         | Ironwood       |           | 2.0      | Cords |       |                 |
|         | Paper Birch    |           | 2.0      | Cords |       |                 |
|         | Red Maple      |           | 15.0     | Cords |       |                 |
|         | Sugar Maple    |           | 100.0    | Cords |       |                 |
|         | Red Oak        |           | 82.0     | Cords |       |                 |
|         | White Pine     |           | 13.0     | Cords |       |                 |
|         |                | TOTAL:    | 1,017.0  | MBF   |       |                 |
|         |                | TOTAL:    | 3,236.0  | Cords |       |                 |

#### Sale Specific Conditions & Requirements

Sale Name: Compartment 30 Hardwoods Sale Number: 54-029-18 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-4, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. Also, cut all beech and ash unless marked with green or pink paint.

#### 2.2 - Utilization

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

The skidding of whole trees or tree segments with limbs attached is prohibited. 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) 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 not be more than two divisions 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.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% 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

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

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 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. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

#### 4.2 - Maintenance

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

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

#### 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 and road locations. The Unit Manager or his/her representative must be contacted at least 10 days in advance to schedule the conference.

#### 5.1.3 - Well heads and natural gas pipelines (11/15)

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Jordan Development Company LLC at 231-935-4220. Written permission is required before harvest operations begin and must be submitted to the Unit Manager.

#### 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

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-4, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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

Within Payment Unit(s) 1-4, 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.

#### 5.2.32 - 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.

#### 5.2.33 - Gas well re-vegetation (12/08)

In the event that the gas well is utilized for a landing, the site must be re-vegetated with a seeding mixture specified by the Unit Manager or his/her representative.

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

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

#### 5.2.43 - Opening protection (12/08)

No activities are permitted in openings marked on the Timber Sale Map with the letter "G". Any damage to the openings shall be repaired according to specifications of the Unit Manager or his/her representative.

#### 5.4 - Soil Protection

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

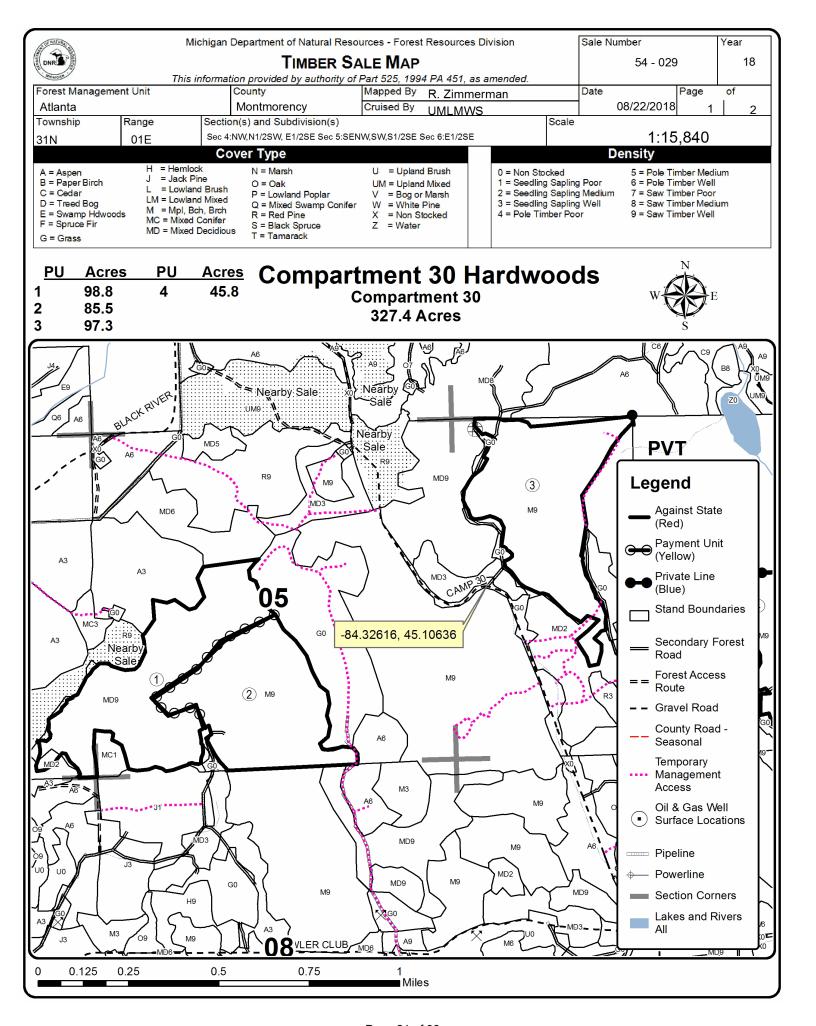
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

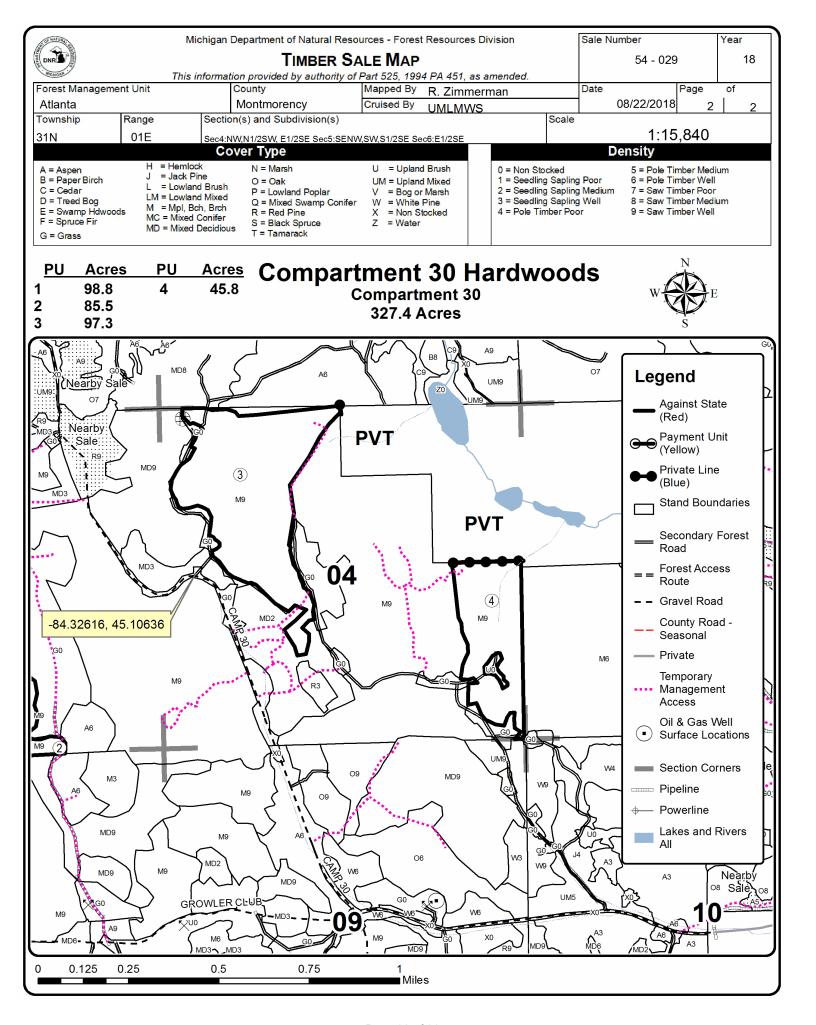
#### 5.8 - Protection of Endangered Species

#### 5.8.5 - Protection of raptor nests (3/13)

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

Section Name: Sale Specific Current as of 4/1/2019 1:26:08PM





#### TIMBER SALE INFORMATION

#### Rattlesnake Bytes (54-037-18)

T31N, R01E, SEC. 13; T31N, R01E, SEC. 24; T31N, R02E, SEC. 19.
Montmorency County (Advertised Price \$188,046.85)

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 | ESTIMATED UNITS* |       | <u>ADV</u> | ERTISED PRICE |
|--------------------|------------------|-------|------------|---------------|
| Sawtimber          |                  |       |            |               |
| B. T. Aspen        | 381.90           | MBF   | \$         | 96.00 / MBF   |
| Red Maple          | 7.50             | MBF   | \$         | 141.00 / MBF  |
| Red Oak            | 340.30           | MBF   | \$         | 206.00 / MBF  |
| Pulpwood           |                  |       |            |               |
| Balsam Fir         | 3.00             | Cords | \$         | 38.45 / Cord  |
| Mixed Aspen        | 1,667.00         | Cords | \$         | 26.20 / Cord  |
| Mixed Hardwood     | 264.00           | Cords | \$         | 21.85 / Cord  |
| Red Oak            | 1,076.00         | Cords | \$         | 28.50 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.19 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 \$9,402.00 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                  | 12.7%                       |
| 02                  | 12.0%                       |
| 03                  | 9.4%                        |
| 04                  | 12.4%                       |
| 05                  | 9.0%                        |
| 06                  | 4.5%                        |
| 07                  | 7.0%                        |
| 08                  | 10.6%                       |
| 09                  | 10.2%                       |
| 10                  | 7.0%                        |
| 11                  | 5.2%                        |

- 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)**

| 1 | B. T. Aspen<br>Red Maple | Sawtimber   | 23.6         | MBF          | 17.6 | \$23,945.95 |
|---|--------------------------|-------------|--------------|--------------|------|-------------|
|   | Red Manle                |             |              |              |      |             |
|   | rica mapic               |             | 2.4          | MBF          |      |             |
|   | Red Oak                  |             | 56.5         | MBF          |      |             |
|   | Mixed Aspen              | Pulpwood    | 141.0        | Cords        |      |             |
|   | B. T. Aspen              |             | 141.0        | Cords        |      |             |
|   | Mixed Hardwood           |             | 35.0         | Cords        |      |             |
|   | Red Maple                |             | 35.0         | Cords        |      |             |
|   | Red Oak                  |             | 184.0        | Cords        |      |             |
| 2 | B. T. Aspen              | Sawtimber   | 71.4         | MBF          | 18.2 | \$22,580.10 |
|   | Red Maple                |             | 0.7          | MBF          |      |             |
|   | Red Oak                  |             | 32.9         | MBF          |      |             |
|   | Mixed Aspen              | Pulpwood    | 239.0        | Cords        |      |             |
|   | B. T. Aspen              |             | 238.0        | Cords        |      |             |
|   | Quaking Aspen            |             | 1.0          | Cords        |      |             |
|   | Mixed Hardwood           |             | 18.0         | Cords        |      |             |
|   | Sugar Maple              | Sawtimber   | 0.5          | MBF          |      |             |
|   | Red Maple                | Pulpwood    | 17.0         | Cords        |      |             |
|   | Red Oak                  |             | 77.0         | Cords        |      |             |
| 3 | B. T. Aspen              | Sawtimber   | 43.0         | MBF          | 14.0 | \$17,718.30 |
|   | Red Maple                |             | 1.1          | MBF          |      |             |
|   | Red Oak                  |             | 31.0         | MBF          |      |             |
|   | Mixed Aspen              | Pulpwood    | 161.0        | Cords        |      |             |
|   | B. T. Aspen              |             | 160.0        | Cords        |      |             |
|   | Quaking Aspen            |             | 1.0          | Cords        |      |             |
|   | Mixed Hardwood           |             | 20.0         | Cords        |      |             |
|   | Sugar Maple              | Sawtimber   | 0.3          | MBF          |      |             |
|   | Red Maple                | Pulpwood    | 19.0         | Cords        |      |             |
|   | Red Oak                  | ,           | 84.0         | Cords        |      |             |
| 4 | B. T. Aspen              | Sawtimber   | 13.6         | MBF          | 16.1 | \$23,337.60 |
| · | Red Maple                |             | 0.9          | MBF          |      | Ψ=0,000.100 |
|   | Red Oak                  |             | 59.0         | MBF          |      |             |
|   | Mixed Aspen              | Pulpwood    | 42.0         | Cords        |      |             |
|   | B. T. Aspen              |             | 42.0         | Cords        |      |             |
|   | Mixed Hardwood           |             | 32.0         | Cords        |      |             |
|   | Red Maple                |             | 32.0         | Cords        |      |             |
|   | Red Oak                  |             | 279.0        | Cords        |      |             |
| 5 | B. T. Aspen              | Sawtimber   | 23.4         | MBF          | 13.6 | \$16,959.70 |
|   | Red Maple                | Carranticon | 1.2          | MBF          | 10.0 | Ψ10,000.70  |
|   | Red Oak                  |             | 36.5         | MBF          |      |             |
|   | Balsam Fir               | Pulpwood    | 1.0          | Cords        |      |             |
|   | Mixed Aspen              | . a.p.iiooa | 87.0         | Cords        |      |             |
|   | B. T. Aspen              |             | 87.0         | Cords        |      |             |
|   | Mixed Hardwood           |             | 25.0         | Cords        |      |             |
|   | Red Maple                |             | 25.0         | Cords        |      |             |
|   | Red Oak                  |             | 146.0        | Cords        |      |             |
| 6 | B. T. Aspen              | Sawtimber   | 25.8         | MBF          | 8.7  | \$8,407.40  |
| Ĭ | Red Maple                | Camminon    | 1.2          | MBF          | 0.7  | ψυ,τυι.τυ   |
|   | Red Oak                  |             | 11.2         | MBF          |      |             |
|   | Balsam Fir               | Pulpwood    | 2.0          | Cords        |      |             |
|   | Mixed Aspen              | i dipwood   | 102.0        | Cords        |      |             |
|   | B. T. Aspen              |             | 102.0        | Cords        |      |             |
|   | Mixed Hardwood           |             | 102.0        | Cords        |      |             |
|   |                          |             | 14.0<br>14.0 |              |      |             |
|   |                          |             | 14 ()        | Cords        |      |             |
|   | Red Maple                |             |              |              |      |             |
| 7 | Red Oak  B. T. Aspen     | Sawtimber   | 14.0<br>52.5 | Cords<br>MBF | 10.9 | \$13,123.55 |

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

| PU | MARKET GROUP  | PRODUCT          | QUANTITY                     | UNIT                             | ACRES | ADVERTISE PRICE |
|----|---|------------------|------------------------------|----------------------------------|-------|-----------------|
|    | Mixed Aspen   | Pulpwood         | 162.0                        | Cords                            |       |                 |
|    | B. T. Aspen   |                  | 161.0                        | Cords                            |       |                 |
|    | Quaking Aspen   |                  | 1.0                          | Cords                            |       |                 |
|    | Mixed Hardwood  |                  | 9.0                          | Cords                            |       |                 |
|    | Sugar Maple   | Sawtimber        | 0.5                          | MBF                              |       |                 |
|    | Red Maple   | Pulpwood         | 7.0                          | Cords                            |       |                 |
|    | Sugar Maple   |                  | 1.0                          | Cords                            |       |                 |
|    | Red Oak   |                  | 23.0                         | Cords                            |       |                 |
| 8  | B. T. Aspen   | Sawtimber        | 47.7                         | MBF                              | 19.1  | \$19,871.45     |
|    | Red Oak   |                  | 33.9                         | MBF                              |       |                 |
|    | Mixed Aspen   | Pulpwood         | 211.0                        | Cords                            |       |                 |
|    | B. T. Aspen   |                  | 210.0                        | Cords                            |       |                 |
|    | Quaking Aspen   |                  | 1.0                          | Cords                            |       |                 |
|    | Mixed Hardwood  |                  | 19.0                         | Cords                            |       |                 |
|    | Sugar Maple   | Sawtimber        | 0.4                          | MBF                              |       |                 |
|    | Red Maple   | Pulpwood         | 17.0                         | Cords                            |       |                 |
|    | Sugar Maple   | ·                | 1.0                          | Cords                            |       |                 |
|    | Red Oak   |                  | 83.0                         | Cords                            |       |                 |
| 9  | B. T. Aspen   | Sawtimber        | 44.8                         | MBF                              | 18.2  | \$19,200.85     |
| _  | Red Oak   |                  | 32.3                         | MBF                              |       | ¥ 10,=0000      |
|    | Mixed Aspen   | Pulpwood         | 225.0                        | Cords                            |       |                 |
|    | B. T. Aspen   | <b>.</b>         | 224.0                        | Cords                            |       |                 |
|    | Quaking Aspen   |                  | 1.0                          | Cords                            |       |                 |
|    | Mixed Hardwood  |                  | 15.0                         | Cords                            |       |                 |
|    | Sugar Maple   | Sawtimber        | 0.4                          | MBF                              |       |                 |
|    | Red Maple   | Pulpwood         | 13.0                         | Cords                            |       |                 |
|    | Sugar Maple   | , apricea        | 1.0                          | Cords                            |       |                 |
|    | Red Oak   |                  | 71.0                         | Cords                            |       |                 |
| 10 | B. T. Aspen   | Sawtimber        | 20.7                         | MBF                              | 9.1   | \$13,137.05     |
|    | Red Oak   | Cawtillibel      | 18.6                         | MBF                              | 0.1   | Ψ10,107.00      |
|    | Mixed Aspen   | Pulpwood         | 170.0                        | Cords                            |       |                 |
|    | B. T. Aspen   | 1 dipwood        | 162.0                        | Cords                            |       |                 |
|    | Quaking Aspen   |                  | 8.0                          | Cords                            |       |                 |
|    | Mixed Hardwood  |                  | 45.0                         | Cords                            |       |                 |
|    | Red Maple   |                  | 45.0                         | Cords                            |       |                 |
|    | Red Oak   |                  | 66.0                         | Cords                            |       |                 |
| 11 | B. T. Aspen   | Sawtimber        | 15.4                         | MBF                              | 6.8   | \$9,786.75      |
| '' | Red Oak   | Cawtillibel      | 13.4                         | MBF                              | 0.0   | φθ,700.70       |
|    | NGU Oak   |                  |                              |                                  |       |                 |
|    | Miyed Aspon   | Dulnwood         | 127 ∩                        |                                  |       |                 |
|    | Mixed Aspen   | Pulpwood         | 127.0<br>121.0               | Cords                            |       |                 |
|    | B. T. Aspen   | Pulpwood         | 121.0                        | Cords                            |       |                 |
|    | B. T. Aspen<br>Quaking Aspen                                | Pulpwood         | 121.0<br>6.0                 | Cords<br>Cords                   |       |                 |
|    | B. T. Aspen<br>Quaking Aspen<br>Mixed Hardwood              | Pulpwood         | 121.0<br>6.0<br>33.0         | Cords<br>Cords<br>Cords          |       |                 |
|    | B. T. Aspen<br>Quaking Aspen<br>Mixed Hardwood<br>Red Maple | Pulpwood         | 121.0<br>6.0<br>33.0<br>33.0 | Cords<br>Cords<br>Cords<br>Cords |       |                 |
|    | B. T. Aspen<br>Quaking Aspen<br>Mixed Hardwood              | Pulpwood         | 121.0<br>6.0<br>33.0         | Cords<br>Cords<br>Cords          |       |                 |
|    | B. T. Aspen<br>Quaking Aspen<br>Mixed Hardwood<br>Red Maple | Pulpwood  TOTAL: | 121.0<br>6.0<br>33.0<br>33.0 | Cords<br>Cords<br>Cords<br>Cords |       |                 |

#### Sale Specific Conditions & Requirements

Sale Name: Rattlesnake Bytes Sale Number: 54-037-18 Seq#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. 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) 1-11, cut all trees that are two (2) inches or more at DBH, except do not cut any red pine or white pine.

#### 2.2 - Utilization

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

The skidding of whole trees or tree segments with limbs attached is prohibited. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

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

Within Payment Unit(s) 1-11, chipping of limbs or tops is not permitted. Limbs and the remaining top must be left on site and scattered. Some limbs will be used to build brush piles as described in spec 5.2.4.6.

#### 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 the sale area, if more than 25% of the red pine and white pine tree 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.

No damage is acceptable to merchantable trees. Within the sale area, if more than 5% 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

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.1 - Order of cutting (1/09)

Payment Units shall be cut in the following order: Payment Unit 2 must be cut before Payment Unit 1.

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

Unless changed by written agreement, only two 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. 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. These stumps must be scattered along the road system to prohibit vehicular movement. 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 washed cobbles or crushed rock, and may not contain clay or organic material.

#### 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 road 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 July 15 to February 28. This restriction is due to steep slopes and soil conditions

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

Within Payment Unit(s) 1-11 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 sprouting occurs in that Payment Unit so as to minimize damage to the new regeneration. Any post harvest operations must be completed before sprouting of regeneration occurs. 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) 1-11, 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 and 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.

#### 5.2.4.6 - Dead and down creation, other (9/09)

To encourage reptiles and amphibians, within Payment Unit(s) 1-3 and 5-9, create one brush pile for every 2 acres. Brush piles must be at least 6 feet by 6 feet, with a thickness of 4 feet, and dense enough to substantially shade the ground.

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

Landing areas are marked on the Timber Sale Map with 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 High Country Pathway is a non-motorized trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway.

#### 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.

#### 5.8 - Protection of Endangered Species

#### 5.8.8 - Protected species, other (2/12)

Within Payment Unit(s) 1-11, the harvesting time period is limited to the period of July 15 to April 1, during dry summer or frozen winter ground conditions. This restriction is due to Eastern Massasauga Rattlesnake habitat.

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

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

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

#### 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.

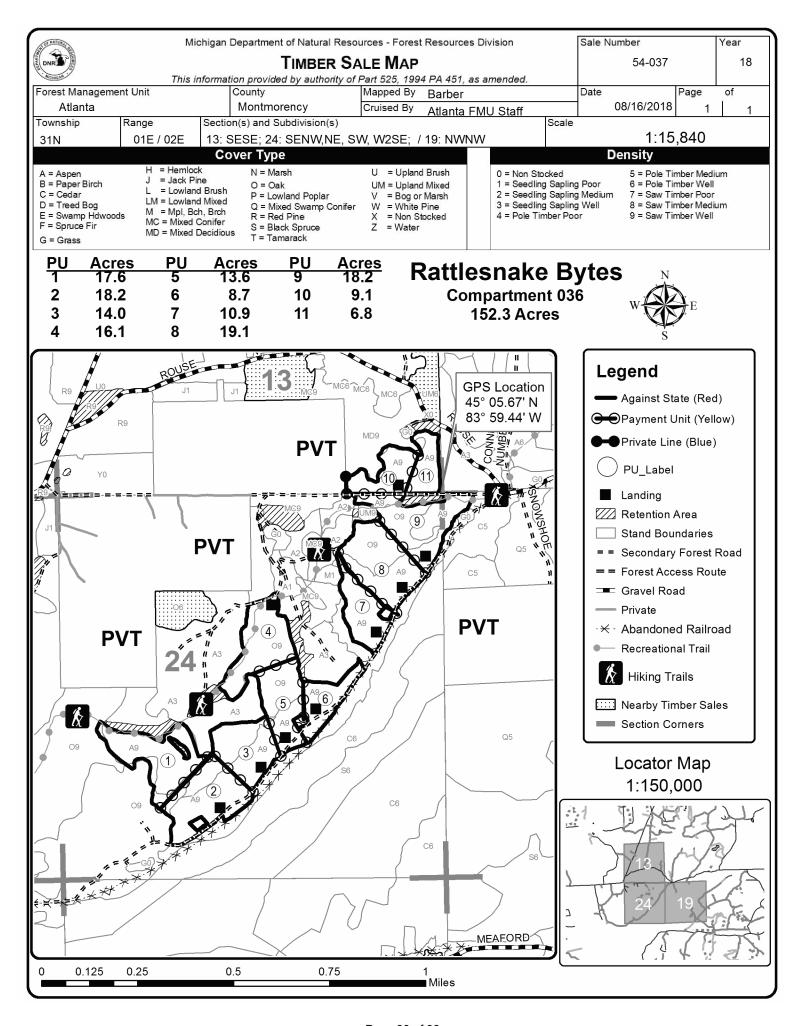
#### 8 - Performance and Settlement

#### 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 1-5.

Section Name: Sale Specific Current as of 11/15/2018 3:39:37PM



EEDEDAI ID:

#### BID FORM

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### BRC Pine (54-007-18)

T31N, R01E, SEC. 2; T31N, R01E, SEC. 5; T31N, R01E, SEC. 6; T32N, R01E,

In response to the notice of sale to be held 10:00 a.m. (local time) on May 7, 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 | ESTIMATED | VOLUME* | <u>A</u> l | OVERTISED PRICE | BID PRICE/UNIT |
|------------------------------|-----------|---------|------------|-----------------|----------------|
| Bl/R/Hybrid Oak              | 34.10     | MBF     | \$         | 102.00/MBF      | \$             |
| Red Pine                     | 318.20    | MBF     | \$         | 117.00/MBF      | \$             |
| White Pine                   | 52.20     | MBF     | \$         | 106.00/MBF      | \$             |
| Pulpwood                     |           |         |            |                 |                |
| Jack Pine                    | 222.00    | Cords   | \$         | 22.65/Cord      | \$             |
| Mixed Aspen                  | 61.00     | Cords   | \$         | 26.20/Cord      | \$             |
| Mixed Hardwood               | 102.00    | Cords   | \$         | 21.85/Cord      | \$             |
| Mixed Oak                    | 77.00     | Cords   | \$         | 28.50/Cord      | \$             |
| Red Pine                     | 285.00    | Cords   | \$         | 47.40/Cord      | \$             |
| White Pine                   | 95.00     | Cords   | \$         | 40.90/Cord      | \$             |
| 1                            |           |         |            |                 |                |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 17.52 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.

|            | 1 LDLIVAL ID             | or 300/AL              | SECONITI NOMBEN  | ·.——- <sup>-</sup> ———   |   |
|------------|--------------------------|------------------------|------------------|--------------------------|---|
|            | Company or individual    | oidding:               |                  |                          |   |
|            | Company representativ    | e's name:              |                  |                          |   |
|            | Address:                 |                        |                  |                          |   |
|            | City:                    | State:                 | Zip:             |                          |   |
| IF AVAIL   | ABLE, PLEASE PLACE       | THE PERSONALIZED LABEL | FROM YOUR PROSP  | PECTUS IN THE ABOVE BOX. | • |
| Individual | l or company representat | ive's signature:       |                  | Date:                    |   |
| Phone nu   | ımber :                  | E                      | mail (optional): |                          |   |

or SOCIAL SECLIDITY NUMBED.

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

Signature of Owner or Authorized Representative

Title

|      | Part 5 of Act 451 of 1994, as amended.  |  |
|------|---|--|
| VE   | VERIFICATION OF WORKER'S DISABILITY COMPENSATION  | ACT COMPLIANCE   |
| •    | <ul> <li>This verification must be completed and submitted within 21 da<br/>sale contract.</li> </ul>   | ays of contract award and prior to the issuance of the timber  |
| •    | <ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exc<br/>twenty-one (21) days of the contract award and prior to the issu</li> </ul>   |  |
| •    | <ul> <li>All Information must be typed or printed except for written signs</li> </ul>   | atures.  |
| Ple  | Please Check Appropriate Categories:  |  |
| 1.   | <ol> <li>My business is organized as (you must check <u>one</u> of the boxed.</li> <li>Sole Proprietorship (individual)</li> <li>Partnership</li> <li>Corporation</li> </ol>  | es below):   |
| 2.   | <ul> <li>You must check one of the boxes below:</li> <li>A.  ☐ I certify my business is a sole proprietorship and it has no empty Worker's Compensation Laws.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker' Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the N questions or a copy of the BWC-337, please call the Worker's</li> <li>C. ☐ I certify my business has a Worker's Compensation Policy. I vone (21) days of the contract award.</li> </ul> | s Compensation Act through the use of an approved Notice of Notice of Exclusion within 21 days of the contract award. (For Compensation Bureau at 517-322-1195). |
| 3.   | <ol> <li>If you have checked item 2(A) or 2(B), you must indicate th than yourself, including family members and active partners (i</li> <li>Full-time Employees</li> </ol>   |  |
| Nam  | lame of Business Fed  | deral ID (or) Social Security No.  |
|      | (   | ephone<br>)  |
| City | City State ZIF  |  |
|      | hereby certify that the above information is true and correct. I ag   |  |

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

Date

#### **BID FORM**

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### Compartment 30 Hardwoods (54-029-18)

T31N, R01E, SEC. 4; T31N, R01E, SEC. 5; T31N, R01E, SEC. 6; Montmorency

In response to the notice of sale to be held 10:00 a.m. (local time) on May 7, 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 |
|------------------------------|------------------|---------|-----------|----------------|----------------|
| Basswood                     | 271.40           | MBF     | \$        | 63.00/MBF      | \$             |
| Mixed Aspen                  | 247.80           | MBF     | \$        | 96.00/MBF      | \$             |
| Red Maple                    | 28.50            | MBF     | \$        | 141.00/MBF     | \$             |
| Red Oak                      | 285.00           | MBF     | \$        | 206.00/MBF     | \$             |
| Sugar Maple                  | 184.30           | MBF     | \$        | 514.00/MBF     | \$             |
| Pulpwood                     |                  |         |           |                |                |
| Beech                        | 81.00            | Cords   | \$        | 21.85/Cord     | \$             |
| Mixed Aspen                  | 503.00           | Cords   | \$        | 26.20/Cord     | \$             |
| Mixed Hardwood               | 2,171.00         | Cords   | \$        | 21.85/Cord     | \$             |
| Red Oak                      | 463.00           | Cords   | \$        | 28.50/Cord     | \$             |
| Red Pine                     | 5.00             | Cords   | \$        | 47.40/Cord     | \$             |
| White Pine                   | 13.00            | Cords   | \$        | 40.90/Cord     | \$             |
|                              |                  |         |           |                |                |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.51 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

|                | FEDERAL ID:   | or soc               | CIAL SECURITY NUMBER: |         |  |  |  |
|----------------|---|----------------------|-----------------------|---------|--|--|--|
|                | Company or individu   | ual bidding:         |                       | <u></u> |  |  |  |
|                | Company represent   | ative's name:        |                       | <u></u> |  |  |  |
|                | Address:  |                      |                       |         |  |  |  |
|                | City:   | State:               | Zip:                  |         |  |  |  |
| -<br>اIF AVAIL | F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |                      |                       |         |  |  |  |
| Individual     | or company represe  | ntative's signature: |                       | Date:   |  |  |  |
| Phone nu       | ımber :   |                      | _ Email (optional):   |         |  |  |  |

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



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 signature   | All Information must be typed or printed except for written signatures.   |  |  |  |  |  |
| Ple  | Please Check Appropriate Categories:  |   |  |  |  |  |  |
| 1.   | <ol> <li>My business is organized as (you must check <u>one</u> of the boxes A.</li></ol>   | A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership   |  |  |  |  |  |
| 2.   | <ol> <li>You must check one of the boxes below:</li> <li>A.  I certify my business is a sole proprietorship and it has no employ Worker's Compensation Laws.</li> <li>B.  I certify my business has satisfied its o bligation to the Worker's C Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Noti questions or a copy of the BWC-337, please call the Worker's Co.</li> </ol> | ompensation Act through the use of an approved Notice of ce of Exclusion within 21 days of the contract award. (For |  |  |  |  |  |
|      | C.   I certify my business has a Worker's Compensation Policy. I will pone (21) days of the contract award.   | provide an original Certificate of Insurance within twenty-   |  |  |  |  |  |
| 3.   | If you have checked item 2(A) or 2(B), you <b>must</b> indicate the nathan yourself, including family members and active partners (if not partners). Full-time Employees  |   |  |  |  |  |  |
| Nan  | Name of Business Federa   | II ID (or) Social Security No.  |  |  |  |  |  |
| Add  | Address Teleph  | one<br>)  |  |  |  |  |  |
| City | City State ZIP  |   |  |  |  |  |  |
| n f  | I hereby certify that the above information is true and correct. I agree in factors affecting my coverage during any of my present and future  Signature of Owner or Authorized Representative  |   |  |  |  |  |  |
| 7    | Title   | Date  |  |  |  |  |  |

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

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

#### **BID FORM**

ATLANTA MANAGEMENT UNIT ATLANTA OFFICE

#### Rattlesnake Bytes (54-037-18)

T31N, R01E, SEC. 13; T31N, R01E, SEC. 24; T31N, R02E, SEC. 19; Montmorency

In response to the notice of sale to be held 10:00 a.m. (local time) on May 7, 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> | VERTISED PRICE | BID PRICE/UNIT |
|--------------------|------------------|---------|-----------|----------------|----------------|
| Sawtimber          |                  |         |           |                |                |
| B. T. Aspen        | 381.90           | MBF     | \$        | 96.00/MBF      | \$             |
| Red Maple          | 7.50             | MBF     | \$        | 141.00/MBF     | \$             |
| Red Oak            | 340.30           | MBF     | \$        | 206.00/MBF     | \$             |
| Pulpwood           |                  |         |           |                |                |
| Balsam Fir         | 3.00             | Cords   | \$        | 38.45/Cord     | \$             |
| Mixed Aspen        | 1,667.00         | Cords   | \$        | 26.20/Cord     | \$             |
| Mixed Hardwood     | 264.00           | Cords   | \$        | 21.85/Cord     | \$             |
| Red Oak            | 1,076.00         | Cords   | \$        | 28.50/Cord     | \$             |
|                    |                  |         |           |                |                |

\*The volumes are statistically estimated within plus (+) or minus (-) 10.19 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 SOCIA      | AL SECURITY NUMBER: |                         |          |
|------------|------------------------------------|---------------|---------------------|-------------------------|----------|
|            | Company or individual bidding:     |               |                     |                         |          |
|            | Company representative's name:_    |               |                     |                         |          |
|            | Address:                           |               |                     |                         |          |
|            | City:                              | _ State:      | Zip:                |                         |          |
| IF AVAIL   | ABLE, PLEASE PLACE THE PERSO       | ONALIZED LABE | L FROM YOUR PROSPE  | ECTUS IN THE ABOVE BOX. | <u> </u> |
| Individual | or company representative's signat | ure:          |                     | Date:                   |          |
| Phone nu   | ımber :                            |               | Email (optional):   |                         |          |

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



#### 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 217 P. A. 1060 (Marker's Compensation) and

Signature of Owner or Authorized Representative

Title

|                  | Part 5 of Act 451 of 1994, as amended  |              | <i>a</i>  |  |
|------------------|--|--------------|---|--|
| VE               | ERIFICATION OF WORKER'S DISABILITY COM   | IPENSATIO    | ON ACT COMPLIANCE   |  |
| •                | This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract.  |              |   |  |
| •                | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.  All Information must be typed or printed except for written signatures.   |              |   |  |
| •                |  |              |   |  |
| Ple              | ease Check Appropriate Categories:   |              |   |  |
| 1.               | My business is organized as (you <b>must</b> check <u>o</u> A. □ Sole Proprietorship (individual)  B. □ Partnership  C. □ Corporation  | one of the b | ooxes below):   |  |
| 2.               | <ul> <li>You must check one of the boxes below:</li> <li>A. ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-</li> </ul> |              |   |  |
| 3.               | one (21) days of the contract award.  If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").  |              |   |  |
|                  | Full-time Employees  | •            | Part-time Employees   |  |
| Name of Business |  |              | Federal ID (or) Social Security No.   |  |
| Addı             | dress  |              | Telephone ( )   |  |
| City             | State  |              | ZIP   |  |
|                  | ereby certify that the above information is true and factors affecting my coverage during any of my pre  |              | I agree to notify the Michigan DNR of any changes that occur future operations. |  |

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

Date