

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7336

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on November 29, 2023. LOCATION: BALDWIN OFFICE, 2468 W 24TH STREET, BALDWIN, MI 49304.

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

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

<u>Don't Cut White Oak</u> (63-009-23) / T19N, R13W, SEC. 26, E1/2NW,NWNE,S1/2NE,NESE. Lake County, Advertised Price \$157,277.75, 103.5 Acres, Hardwood, White Pine.

Wolf Lake Red Oak (63-010-23) / T19N, R13W, SEC. 35, SENW,S1/2NE,SW.
T19N, R13W, SEC. 36, SWNW,S1/2SE.
Lake County, Advertised Price \$190,752.80, 91.3 Acres, Hardwood, 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.

Big Red Mix (63-013-23) / T19N, R12W, SEC. 34, W1/2NE.

Lake County, Advertised Price \$42,894.40, 21.5 Acres, Aspen, Red Oak.

BID INSTRUCTIONS (VER. 10/10/2022):

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

Bids must be received by the Unit Manager, BALDWIN OFFICE, 2468 W 24th Street, Baldwin, MI 49304, no later than 3:00 p.m. (local time) on November 29, 2023. For further information concerning this sale, contact David Flsher at 231-745-4651 extension 9064.

2. Bidder's Qualifications (10/22)

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. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. 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. Worker's Compensation (10/22)

Purchaser shall obtain worker's 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. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

10. Timber Sale Contract (10/22)

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).

11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

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.

12. Certification and Chain-of-Custody (10/22)

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.

13. Good Neighbor Authority (GNA) Requirements (10/22)

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).

- 14. Good Neighbor Authority (GNA) Requirements, con't (10/22) 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.

Scott Bowen Director

TIMBER SALE INFORMATION

Don't Cut White Oak (63-009-23)
T19N, R13W, SEC. 26.
Lake County (Advertised Price \$157,277.75)

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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

| PRODUCTS & SPECIES | ESTIMATE | D UNITS* | ADV | ERTISED PRICE |
|------------------------|-----------------|----------|-----|---------------|
| Sawtimber | | | | |
| B. T. Aspen | 103.1 | MBF | \$ | 110.00 / MBF |
| Black/Red (Hybrid) Oak | 676.3 | MBF | \$ | 116.00 / MBF |
| Red Maple | 23.7 | MBF | \$ | 117.00 / MBF |
| Red Oak | 14.8 | MBF | \$ | 197.00 / MBF |
| Red Pine | 14.3 | MBF | \$ | 102.00 / MBF |
| White Pine | 89.3 | MBF | \$ | 81.00 / MBF |
| Pulpwood | | | | |
| B. T. Aspen | 98 | Cords | \$ | 31.05 / Cord |
| Black/Red (Hybrid) Oak | 984 | Cords | \$ | 31.80 / Cord |
| Jack Pine | 10 | Cords | \$ | 15.45 / Cord |
| Red Maple | 188 | Cords | \$ | 22.95 / Cord |
| Red Oak | 5 | Cords | \$ | 31.80 / Cord |
| Red Pine | 75 | Cords | \$ | 50.05 / Cord |
| White Pine | 432 | Cords | \$ | 24.05 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 8.82 percent. There are an estimated 4,006 cords on this timber sale, plus or minus 353 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$7,864.00 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 | 30.9% |
| 02 | 44.3% |
| 03 | 24.8% |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2026.

SALE STATISTICS

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

| VOL | UME | | STATISTICAL RANGE IN CORDS | |
|------------------|-------------|---------------|----------------------------|---------|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 316,503 | 4,006 | 8.82% | 3,653 | 4,360 |

VDU VOLUMES

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

| | VOL | UME | | RANGE II | N CORDS |
|--------|------------------|-------------|---------------|----------|---------|
| VDU | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 3 | 96,492 | 1,221 | 14.75% | 1,041 | 1,402 |
| 5 | 153,423 | 1,942 | 14.23% | 1,666 | 2,218 |
| 12 | 66,589 | 843 | 19.34% | 680 | 1,006 |
| TOTAL: | 316,503 | 4,006 | | 3,387 | 4,626 |

VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

| TOTAL: | 103.5 | | 103.5 |
|--------|-----------|----|----------|
| 12 | 24.0 | 3 | 24.0 |
| 5 | 45.8 | 2 | 45.8 |
| 3 | 33.7 | 1 | 33.7 |
| VDU | VDU ACRES | PU | PU ACRES |

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|-------------------|-----------|----------|-------|-------|-----------------|
| 1 | B. T. Aspen | Sawtimber | 78.2 | MBF | 33.7 | \$48,526.80 |
| | Black/Red (Hybrid | | 233.8 | MBF | | |
| | Red Maple | | 13.9 | MBF | | |
| | B. T. Aspen | Pulpwood | 65 | Cords | | |
| | Black/Red (Hybrid | | 257 | Cords | | |
| | Red Maple | | 43 | Cords | | |
| 2 | B. T. Aspen | Sawtimber | 6.3 | MBF | 45.8 | \$69,798.80 |
| | Black/Red (Hybrid | | 237.0 | MBF | | |
| | Red Maple | | 5.7 | MBF | | |
| | Red Oak | | 14.8 | MBF | | |
| | Red Pine | | 6.1 | MBF | | |
| | White Pine | | 87.1 | MBF | | |
| | B. T. Aspen | Pulpwood | 14 | Cords | | |
| | Black/Red (Hybrid | | 502 | Cords | | |
| | Jack Pine | | 10 | Cords | | |
| | Red Maple | | 65 | Cords | | |
| | Red Oak | | 5 | Cords | | |
| | Red Pine | | 52 | Cords | | |
| | White Pine | | 397 | Cords | | |
| 3 | B. T. Aspen | Sawtimber | 18.6 | MBF | 24.0 | \$38,952.15 |
| | Black/Red (Hybrid | | 205.5 | MBF | | |
| | Red Maple | | 4.1 | MBF | | |
| | Red Pine | | 8.2 | MBF | | |
| | White Pine | | 2.2 | MBF | | |
| | B. T. Aspen | Pulpwood | 19 | Cords | | |
| | Black/Red (Hybrid | | 225 | Cords | | |
| | Red Maple | | 80 | Cords | | |
| | Red Pine | | 23 | Cords | | |
| | White Pine | | 35 | Cords | | |
| | | TOTAL: | 921.5 | MBF | | |
| | | TOTAL: | 1,792 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: Don't Cut White Oak Sale Number: 63-009-23 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 & 2, cut all trees that are two (2) inches or more at DBH. In addition, the following exceptions apply:

- Within Payment Unit 1, do not cut white oak, white pine or red pine.
- Within Payment Unit 2, do not cut any white oak, white pine that are eighteen (18) inches or more at DBH, or red pine that are sixteen (16) inches or more at DBH.

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

Within Payment Unit(s) 3, all trees which meet minimum piece specifications in 2.2 Utilization are designated for cutting, except white oak, white pine, and trees marked with green paint above and below stump height.

2.1.15 - Hazard trees near roads (11/20)

Cut and remove all standing dead trees within 100 feet of the cleared portion of Merrillville Road. These trees may be utilized or must be scattered back into the Sale Area. If utilized, these trees must be skidded and piled separately on the landing. The Sale Administrator will measure the dead trees, and the wood cannot be hauled prior to scaling. The Purchaser will be invoiced at \$10.00 per cord and will have 30 days to pay from the date of the invoice.

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 Amendment. There will be only one division per Payment Unit.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.6 - Road construction (1/09)

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. Contact the Sale Administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or during wet weather conditions.

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

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

4.3 - Public Right-of-Way

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to Payment Unit 3 and Merrillville Road.

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 a Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 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.

5.1.6 - Utility R.O.W. (4/19)

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

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

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 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.

5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Units 1 & 2, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.4 - 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) 1-3, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres and at least three (3) large tops per acre. These logs and tops will be evenly scattered throughout the Payment Units, preferably at least two chains from any roads, two-tracks, or trails open to vehicles. Each log must be clearly identified by a piece of blue flagging.

5.2.29 - Shrub protection (1/20)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on 2 Mile Road and Merrillville Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

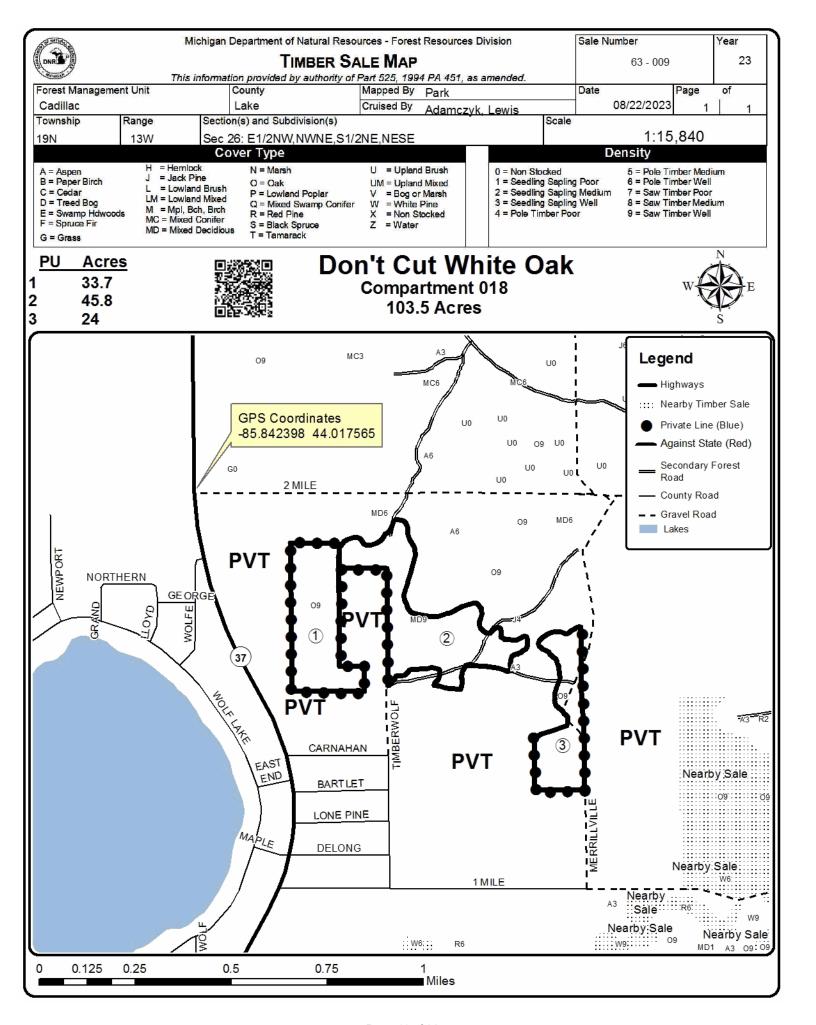
7 - Other Conditions

7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

The sale area has received damage from oak decline. The Purchaser should harvest the wood as soon as possible. The Department of Natural Resources is held free of responsibility of any further damage or deterioration due to delay in harvesting.

Section Name: Sale Specific Current as of 10/20/2023 11:53:44PM



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TIMBER SALE INFORMATION

Wolf Lake Red Oak (63-010-23)
T19N, R13W, SEC. 35; T19N, R13W, SEC. 36.
Lake County (Advertised Price \$190,752.80)

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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

| PRODUCTS & SPECIES | ESTIMATE | D UNITS* | ADV | ERTISED PRICE |
|------------------------|-----------------|----------|-----|---------------|
| Sawtimber | | | | |
| B. T. Aspen | 85.3 | MBF | \$ | 110.00 / MBF |
| Black/Red (Hybrid) Oak | 229.8 | MBF | \$ | 116.00 / MBF |
| Northern Pin Oak | 134.0 | MBF | \$ | 116.00 / MBF |
| Red Maple | 39.6 | MBF | \$ | 117.00 / MBF |
| Red Oak | 404.4 | MBF | \$ | 197.00 / MBF |
| White Oak | 23.3 | MBF | \$ | 97.00 / MBF |
| Pulpwood | | | | |
| B. T. Aspen | 119 | Cords | \$ | 31.05 / Cord |
| Black/Red (Hybrid) Oak | 319 | Cords | \$ | 31.80 / Cord |
| Northern Pin Oak | 275 | Cords | \$ | 31.80 / Cord |
| Red Maple | 375 | Cords | \$ | 22.95 / Cord |
| Red Oak | 618 | Cords | \$ | 31.80 / Cord |
| White Oak | 51 | Cords | \$ | 31.80 / Cord |
| White Pine | 6 | Cords | \$ | 24.05 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 7.36 percent. There are an estimated 4,264 cords on this timber sale, plus or minus 314 cords at the 95% confidence level. 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 \$9,538.00 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 | 25.8% |
| 02 | 29.5% |
| 03 | 27.9% |
| 04 | 16.8% |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2026.

SALE STATISTICS

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

| VOL | UME | | STATISTICAL RA | ANGE IN CORDS |
|------------------|-------------|---------------|----------------|---------------|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 336,872 | 4,264 | 7.36% | 3,950 | 4,578 |

VDU VOLUMES

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

| | VOLUME | | | RANGE II | N CORDS |
|--------|------------------|-------------|---------------|----------|---------|
| VDU | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 29 | 95,392 | 1,207 | 15.20% | 1,024 | 1,391 |
| 42 | 84,022 | 1,064 | 15.51% | 899 | 1,229 |
| 44 | 109,428 | 1,385 | 10.95% | 1,234 | 1,537 |
| 70 | 48,030 | 608 | 25.56% | 453 | 763 |
| TOTAL: | 336,872 | 4,264 | | 3,609 | 4,920 |

VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

| TOTAL: | 91.3 | | 91.3 |
|--------|-----------|----|----------|
| 70 | 10.5 | 4 | 10.5 |
| 44 | 30.3 | 3 | 30.3 |
| 42 | 26.0 | 1 | 26.0 |
| 29 | 24.5 | 2 | 24.5 |
| VDU | VDU ACRES | PU | PU ACRES |

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|-------------------|-----------|----------|-------|-------|-----------------|
| 1 | B. T. Aspen | Sawtimber | 32.8 | MBF | 26.0 | \$49,223.75 |
| | Black/Red (Hybrid | | 216.6 | MBF | | |
| | Red Maple | | 7.3 | MBF | | |
| | Red Oak | | 30.9 | MBF | | |
| | B. T. Aspen | Pulpwood | 26 | Cords | | |
| | Black/Red (Hybrid | | 312 | Cords | | |
| | Red Maple | | 91 | Cords | | |
| | Red Oak | | 23 | Cords | | |
| 2 | B. T. Aspen | Sawtimber | 9.3 | MBF | 24.5 | \$56,326.85 |
| | Northern Pin Oak | | 130.6 | MBF | | |
| | Red Maple | | 21.9 | MBF | | |
| | Red Oak | | 108.3 | MBF | | |
| | B. T. Aspen | Pulpwood | 4 | Cords | | |
| | Northern Pin Oak | | 261 | Cords | | |
| | Red Maple | | 139 | Cords | | |
| | Red Oak | | 146 | Cords | | |
| 3 | B. T. Aspen | Sawtimber | 27.0 | MBF | 30.3 | \$53,142.45 |
| | Northern Pin Oak | | 3.4 | MBF | | |
| | Red Maple | | 7.7 | MBF | | |
| | Red Oak | | 171.2 | MBF | | |
| | B. T. Aspen | Pulpwood | 66 | Cords | | |
| | Northern Pin Oak | - | 14 | Cords | | |
| | Red Maple | | 115 | Cords | | |
| | Red Oak | | 315 | Cords | | |
| 4 | B. T. Aspen | Sawtimber | 16.2 | MBF | 10.5 | \$32,059.75 |
| | Black/Red (Hybrid | | 13.2 | MBF | | |
| | Red Maple | | 2.7 | MBF | | |
| | Red Oak | | 94.0 | MBF | | |
| | White Oak | | 23.3 | MBF | | |
| | B. T. Aspen | Pulpwood | 23 | Cords | | |
| | Black/Red (Hybrid | • | 7 | Cords | | |
| | Red Maple | | 30 | Cords | | |
| | Red Oak | | 134 | Cords | | |
| | White Oak | | 51 | Cords | | |
| | | | 6 | Cords | | |
| | White Pine | | - | | | |
| | white Pine | TOTAL: | 916.4 | MBF | 1 | |

Sale Specific Conditions & Requirements

Sale Name: Wolf Lake Red Oak Sale Number: 63-010-23 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-4, cut all trees which meet minimum piece specifications in 2.2 Utilization, except in Payment Units 1-3, do not cut any white oak, white pine, or red pine & in Payment Unit 4, do not cut any white pine that are eighteen (18) inches or more at DBH.

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 Amendment. There will be only one division per Payment Unit.

3.4 - Damaged Timber

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with a red boundary line. The Purchaser shall not cut live or dead trees within special protection areas. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay triple stumpage as fixed, agreed and liquidated damages for each acre or part thereof 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.

4.1.12 - 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

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or wet weather conditions.

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and

filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning a Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 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

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

5.2.2 - Hazard Trees/Snags

5.2.2.1 - Den trees (10/16)

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

5.2.3 - Operating Restrictions

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 4, unless changed by written agreement, cutting, skidding, and hauling are limited to frozen winter conditions only. This restriction is because of sensitive soils within the Sale Area.

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

Within Payment Unit 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.

5.2.3.5 - Oak wilt restriction (1/18)

Within Payment Units 1-3, unless changed by written agreement, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. Operations may be allowed if specific steps are taken to prevent damaging uncut oak during the high risk period. Those steps may include completing all road brushing before April 15th and clearing a tree-length buffer along uncut oak cover before April 15th. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.4 - 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) 1-4, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres and at least three (3) large tops per acre. These logs and tops will be evenly scattered throughout the Payment Units, preferably at least two chains from any roads, two-tracks, or trails open to vehicles.

5.2.29 - Shrub protection (1/20)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

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.

5.2.39 - ORV trail/route protection (4/18)

The Little Manistee Route is an ORV trail and is shown on the Timber Sale Map. All stumps within 5 feet of the trail must be cut flush with the ground. Maintain a 20-foot-wide slash, debris, and rut free zone daily using the ORV trail or route as the centerline. Do not run equipment down the ORV trail or route.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

6 - Safety and Fire Prevention

6.2 - Signing

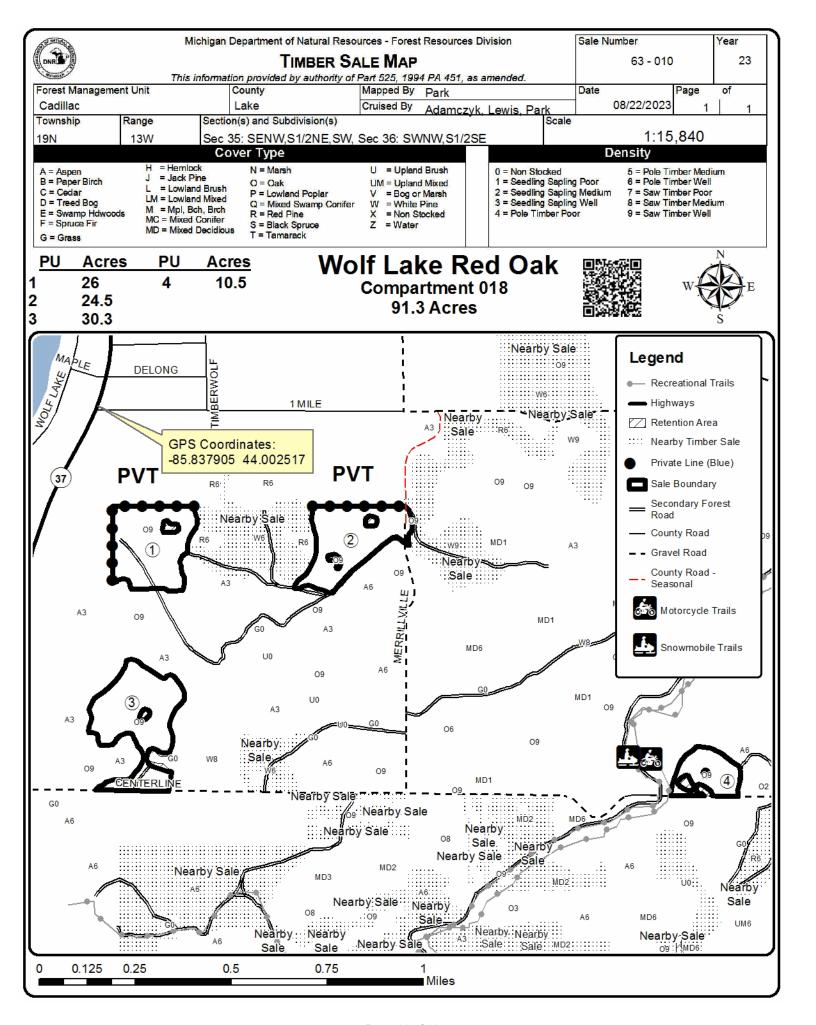
6.2.1 - Road posting (10/20)

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

6.2.3 - Recreational trail posting (10/20)

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

Section Name: Sale Specific Current as of 10/21/2023 12:28:27AM



| Page 20 of 32 |
|---------------|
|---------------|

TIMBER SALE INFORMATION

Big Red Mix (63-013-23) T19N, R12W, SEC. 34.

Lake County (Advertised Price \$42,894.40)

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. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

| PRODUCTS & SPECIES | ESTIMATE | D UNITS* | ADVERTISED PRICE | | |
|--------------------|-----------------|----------|------------------|--------------|--|
| Sawtimber | | | | | |
| B. T. Aspen | 44.2 | MBF | \$ | 110.00 / MBF | |
| Red Maple | 11.5 | MBF | \$ | 117.00 / MBF | |
| Red Oak | 77.7 | MBF | \$ | 197.00 / MBF | |
| Red Pine | 44.2 | MBF | \$ | 93.00 / MBF | |
| White Oak | 8.0 | MBF | \$ | 97.00 / MBF | |
| White Pine | 17.1 | MBF | \$ | 81.00 / MBF | |
| Pulpwood | | | | | |
| B. T. Aspen | 259 | Cords | \$ | 31.05 / Cord | |
| Red Maple | 23 | Cords | \$ | 22.95 / Cord | |
| Red Oak | 77 | Cords | \$ | 31.80 / Cord | |
| Red Pine | 64 | Cords | \$ | 50.05 / Cord | |
| Sugar Maple | 7 | Cords | \$ | 22.95 / Cord | |
| White Oak | 13 | Cords | \$ | 31.80 / Cord | |
| White Pine | 13 | Cords | \$ | 24.05 / Cord | |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 10.81 percent. There are an estimated 1,046 cords on this timber sale, plus or minus 113 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$2,145.00 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 remainder is due before cutting begins.
 - (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

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2026.

SALE STATISTICS

Volumes were calculated in cubic feet using the Michigan taper model. Cubic foot volume includes all wood inside bark for the product indicated. For display purposes, cubic feet were converted to cords and MBF using a simple conversion factor, e.g. 79 cubic feet per cord and 185 cubic feet per MBF. The cubic foot volumes are precise; the cords and MBF volumes are not. Cubic foot volume cannot be directly converted to cords or boards with precision.

SALE VOLUMES

The total estimated sale volume may not equal the sum of the species/products due to the nature of statistical calculations associated with double sampling methodology.

| VOLUME | | | STATISTICAL RANGE IN CORDS | | |
|------------------|-------------|---------------|----------------------------|---------|--|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM | |
| 82,621 | 1,046 | 10.81% | 933 | 1,159 | |

VDU VOLUMES

A VDU is a Volume Determination Unit. Volumes and their associated statistics are calculated at the VDU level and summarized to the sale level. There is often a one to one relationship between a VDU and a Payment Unit, but not always, depending on the cruise design. Refer to the VDU TO PAYMENT UNIT table.

| | VOL | UME | | RANGE II | N CORDS |
|--------|------------------|-------------|---------------|----------|---------|
| VDU | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 86 | 82,621 1,046 | | 10.82% | 933 | 1,159 |
| TOTAL: | 82,621 | 1,046 | | 933 | 1,159 |

VDU TO PAYMENT UNIT

When a VDU is associated with more than one Payment Unit (PU), the VDU volumes are assigned to the PU based on acres of the VDU within the PU.

| VDU | VDU ACRES | PU | PU ACRES |
|--------|-----------|----|----------|
| 86 | 21.5 | 1 | 21.5 |
| TOTAL: | 21.5 | | 21.5 |

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|--------------|-----------|----------|-------|-------|-----------------|
| 1 | B. T. Aspen | Sawtimber | 44.2 | MBF | 21.5 | \$42,894.40 |
| | Red Maple | | 11.5 | MBF | | |
| | Red Oak | | 77.7 | MBF | | |
| | Red Pine | | 44.2 | MBF | | |
| | White Oak | | 8.0 | MBF | | |
| | White Pine | | 17.1 | MBF | | |
| | B. T. Aspen | Pulpwood | 259 | Cords | | |
| | Red Maple | | 23 | Cords | | |
| | Red Oak | | 77 | Cords | | |
| | Red Pine | | 64 | Cords | | |
| | Sugar Maple | | 7 | Cords | | |
| | Sugar Maple | Sawtimber | 2.6 | MBF | | |
| | Sugar Maple | Pulpwood | 2 | Cords | | |
| | White Oak | | 13 | Cords | | |
| | White Pine | | 13 | Cords | | |
| | | TOTAL: | 202.7 | MBF | | |
| | | TOTAL: | 456 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: Big Red Mix Sale Number: 63-013-23 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue and red paint along with a road. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. The western boundary line regarding Payment Unit 1 is unpainted and is represented by Kings Highway. The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH, except trees marked with green paint.

3 - Payments

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 triple stumpage 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.

4.1.6 - 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 within 30 days of completion of hauling. 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. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. 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

4.2.1 - Hauling restriction (12/08)

Hauling may be restricted on forest roads by the Unit Manager or his/her representative. The restriction may occur during spring breakup or wet weather conditions.

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and

filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

4.2.5 - Two wheel drive condition (2/04)

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

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference 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 5 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

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

No slash or tree tops may exceed 24 inches in height.

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 1, 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.

5.2.4 - 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, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres and at least three (3) large tops per acre. These logs and tops will be evenly scattered throughout the Payment Units, preferably at least two chains from any roads, two-tracks, or trails open to vehicles.

5.2.29 - Shrub protection (1/20)

Do not cut or damage hawthorn, witch-hazel, dogwood or juneberry. These woody-shrub plants are highly beneficial to various wildlife species.

5.2.32 - Decking/landing restoration (9/13)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

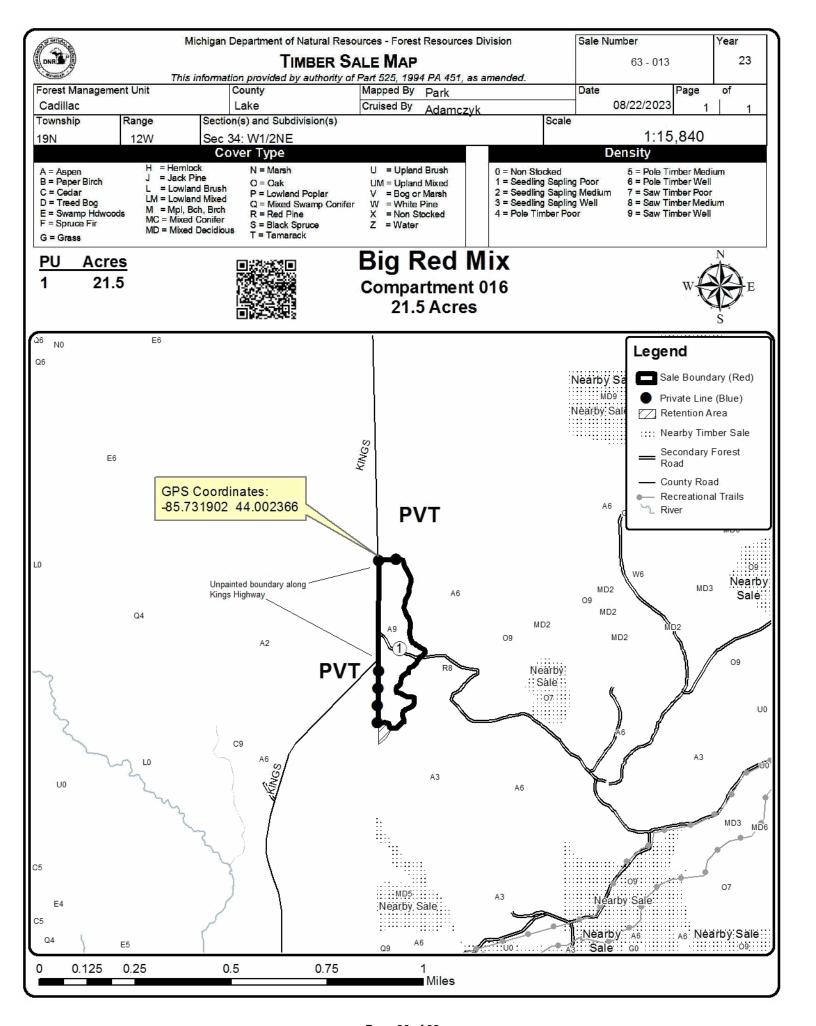
6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (10/20)

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

Section Name: Sale Specific Current as of 10/25/2023 12:14:17PM



BID FORM

CADILLAC MANAGEMENT UNIT BALDWIN OFFICE

<u>Don't Cut White Oak (63-009-23)</u> T19N, R13W, SEC. 26; Lake COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on November 29, 2023, 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* | ADVERTISED PRICE | | BID PRICE/UNIT |
|------------------------|------------------|---------|------------------|------------|----------------|
| Sawtimber | | | | | |
| B. T. Aspen | 103.1 | MBF | \$ | 110.00/MBF | \$ |
| Black/Red (Hybrid) Oak | 676.3 | MBF | \$ | 116.00/MBF | \$ |
| Red Maple | 23.7 | MBF | \$ | 117.00/MBF | \$ |
| Red Oak | 14.8 | MBF | \$ | 197.00/MBF | \$ |
| Red Pine | 14.3 | MBF | \$ | 102.00/MBF | \$ |
| White Pine | 89.3 | MBF | \$ | 81.00/MBF | \$ |
| Pulpwood | | | | | |
| B. T. Aspen | 98 | Cords | \$ | 31.05/Cord | \$ |
| Black/Red (Hybrid) Oak | 984 | Cords | \$ | 31.80/Cord | \$ |
| Jack Pine | 10 | Cords | \$ | 15.45/Cord | \$ |
| Red Maple | 188 | Cords | \$ | 22.95/Cord | \$ |
| Red Oak | 5 | Cords | \$ | 31.80/Cord | \$ |
| Red Pine | 75 | Cords | \$ | 50.05/Cord | \$ |
| White Pine | 432 | Cords | \$ | 24.05/Cord | \$ |
| | | | | | |

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

| | FEDERAL ID: | or SOCIAL SECU | JRITY NUMBER: | | | | | |
|----------------------------------|-------------------------------------|--------------------|-----------------------|---------------|---|--|--|--|
| | Company or individual bidding: | | | | | | | |
| | Company representative's name: | | | | | | | |
| | Address: | | | | | | | |
| | City: | State: | Zip: | | | | | |
| F AVAILA | ABLE, PLEASE PLACE THE PERSO | NALIZED LABEL FROM | YOUR PROSPECTUS IN TH | HE ABOVE BOX. | • | | | |
| ndividual | or company representative's signatu | re: | | Date: | | | | |
| Phone number : Email (optional): | | | | | | | | |
| | | | | | | | | |

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

^{*}The volumes are statistically estimated within plus (+) or minus (-) 8.82 percent at 95% confidence level. 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.



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.

Please Check Appropriate Categories:

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE This verification must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. All Information must be typed or printed except for written signatures.

| ١. | A. Sole Proprietorship (individual) | check <u>one</u> of the | boxes b | eiow): | | |
|------|--|-------------------------|--------------|---------------------------|---------------------------------------|-----------|
| | B. ☐ Partnership | | | | | |
| | C. Corporation | | | | | |
| 2. | You must check <u>one</u> of the boxes below | : | | | | |
| | A. I certify my business is a sole proprieto Worker's Compensation Laws. | orship and it has no | employe | es but the sole propri | etor. I am not subject to the | |
| | B. I certify my business has satisfied its o Exclusion (BWC-337, Rev. 5/96). I will questions or a copy of the BWC-337, p. | I provide a copy of | the Notic | e of Exclusion within | 21 days of the contract award. (Fo | |
| | C. I certify my business has a Worker's Conne (21) days of the contract award. | ompensation Policy | v. I will p | rovide an original Cer | tificate of Insurance within twenty | '- |
| 3. | If you have checked item 2(A) or 2(B), yethan yourself, including family members | | | | | other |
| | Full-time Em | ployees | | | Part-time Employees | |
| Nan | me of Business | | Federal | ID (or) Social Security N | lo. | |
| | | | | , | | |
| Add | dress | | Telepho (| ne) | | |
| City | | State | ZIP | | | |
| | ereby certify that the above information is t factors affecting my coverage during any o | | | | an DNR of any changes that c | ccur |
| 5 | 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

CADILLAC MANAGEMENT UNIT BALDWIN OFFICE

Wolf Lake Red Oak (63-010-23)

T19N, R13W, SEC. 35; T19N, R13W, SEC. 36; Lake COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on November 29, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | ESTIMATED | VOLUME* | <u>AD</u> | VERTISED PRICE | BID PRICE/UNIT |
|------------------------|------------------|---------|-----------|----------------|----------------|
| Sawtimber | | | | | |
| B. T. Aspen | 85.3 | MBF | \$ | 110.00/MBF | \$ |
| Black/Red (Hybrid) Oak | 229.8 | MBF | \$ | 116.00/MBF | \$ |
| Northern Pin Oak | 134.0 | MBF | \$ | 116.00/MBF | \$ |
| Red Maple | 39.6 | MBF | \$ | 117.00/MBF | \$ |
| Red Oak | 404.4 | MBF | \$ | 197.00/MBF | \$ |
| White Oak | 23.3 | MBF | \$ | 97.00/MBF | \$ |
| Pulpwood | | | | | |
| B. T. Aspen | 119 | Cords | \$ | 31.05/Cord | \$ |
| Black/Red (Hybrid) Oak | 319 | Cords | \$ | 31.80/Cord | \$ |
| Northern Pin Oak | 275 | Cords | \$ | 31.80/Cord | \$ |
| Red Maple | 375 | Cords | \$ | 22.95/Cord | \$ |
| Red Oak | 618 | Cords | \$ | 31.80/Cord | \$ |
| White Oak | 51 | Cords | \$ | 31.80/Cord | \$ |
| White Pine | 6 | Cords | \$ | 24.05/Cord | \$ |

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

| | FEDERAL ID: | or SOCIAL SEC | URITY NUMBER: | | |
|---|--------------------------------|---------------|---------------|--|--|
| | Company or individual bidding: | | | | |
| | Company representative's name: | | | | |
| | Address: | | | | |
| | City: | State: | Zip: | | |
| F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. | | | | | |
| ndividual or company representative's signature: Date: | | | _ | | |
| Phone number : Email (optional): | | | _ | | |
| | | | | | |

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

^{*}The volumes are statistically estimated within plus (+) or minus (-) 7.36 percent at 95% confidence level. 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.



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

| • | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. | | | |
|------------|--|-------------------------------------|--|--|
| • | All Information must be typed or printed except for written signatures. | | | |
| Ple | Please Check Appropriate Categories: | | | |
| 1. | My business is organized as (you must check one of the both A. ☐ Sole Proprietorship (individual) B. ☐ Partnership C. ☐ Corporation | oxes below): | | |
| 2. | You must check one of the boxes below: A. I certify my business is a sole proprietorship and it has no er Worker's Compensation Laws. B. Leertify my business has satisfied its a bligation to the Worker. | | | |
| | B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. | | | |
| 3. | 3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0"). | | | |
| | Full-time Employees | Part-time Employees | | |
| Nam | ame of Business | Federal ID (or) Social Security No. | | |
| Add | ddress T (| elephone | | |
| City | ity State Z | ZIP | | |
| in fa _ | hereby certify that the above information is true and correct. It is a factors affecting my coverage during any of my present and further Signature of Owner or Authorized Representative | | | |
| _ | | | | |
| T | Title | Date | | |

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

CADILLAC MANAGEMENT UNIT BALDWIN OFFICE

Big Red Mix (63-013-23) T19N, R12W, SEC. 34; Lake COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on November 29, 2023, 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 | 44.2 | MBF | \$ | 110.00/MBF | \$ |
| Red Maple | 11.5 | MBF | \$ | 117.00/MBF | \$ |
| Red Oak | 77.7 | MBF | \$ | 197.00/MBF | \$ |
| Red Pine | 44.2 | MBF | \$ | 93.00/MBF | \$ |
| White Oak | 8.0 | MBF | \$ | 97.00/MBF | \$ |
| White Pine | 17.1 | MBF | \$ | 81.00/MBF | \$ |
| Pulpwood | | | | | |
| B. T. Aspen | 259 | Cords | \$ | 31.05/Cord | \$ |
| Red Maple | 23 | Cords | \$ | 22.95/Cord | \$ |
| Red Oak | 77 | Cords | \$ | 31.80/Cord | \$ |
| Red Pine | 64 | Cords | \$ | 50.05/Cord | \$ |
| Sugar Maple | 7 | Cords | \$ | 22.95/Cord | \$ |
| White Oak | 13 | Cords | \$ | 31.80/Cord | \$ |
| White Pine | 13 | Cords | \$ | 24.05/Cord | \$ |
| | | | | | |

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.

| Company or individual bidding: Company representative's name: Address: City: State: Zip: F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. Individual or company representative's signature: Phone number: F mail (optional): | | FEDERAL ID: | or SOCIAL SECU | JRITY NUMBER: | ⁻ | |
|--|--|--------------------------------|-------------------------|-----------------------|---------------|--|
| Address: | | Company or individual bidding: | | | | |
| City: State: Zip: F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. Individual or company representative's signature: Date: | | Company representative's name: | | | | |
| F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. ndividual or company representative's signature: Date: | | Address: | | | | |
| ndividual or company representative's signature: Date: | | City: | State: | | | |
| | F AVAILA | ABLE, PLEASE PLACE THE PERSO | - NALIZED LABEL FROM | YOUR PROSPECTUS IN TI | HE ABOVE BOX. | |
| Phone number: Fmail (optional): | ndividual or company representative's signature: Date: | | | | | |
| | Phone number : Email (optional): | | | | | |

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

^{*}The volumes are statistically estimated within plus (+) or minus (-) 10.81 percent at 95% confidence level. 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.



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.

| • | twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. | | | | |
|------|--|---|--|--|--|
| • | All Information must be typed or printed except for written signatures. | | | | |
| Ple | Please Check Appropriate Categories: | | | | |
| 1. | My business is organized as (you must check one of the base) Sole Proprietorship (individual) Partnership Corporation | poxes below): | | | |
| 2. | You must check one of the boxes below: A. ☐ I certify my business is a sole proprietorship and it has no | omployees but the cale preprietor. I am not subject to the | | | |
| | Worker's Compensation Laws. B. I certify my business has satisfied its o bligation to the Wor | ker's Compensation Act through the use of an approved Notice of he Notice of Exclusion within 21 days of the contract award. (For | | | |
| | C. I certify my business has a Worker's Compensation Policy. one (21) days of the contract award. | . I will provide an original Certificate of Insurance within twenty- | | | |
| 3. | If you have checked item 2(A) or 2(B), you must indicate than yourself, including family members and active partner | e the number of both full-time and part-time employees, other rs (if none, you must enter "0"). | | | |
| | Full-time Employees | Part-time Employees | | | |
| Van | Name of Business | Federal ID (or) Social Security No. | | | |
| Add | Address | Telephone () | | | |
| City | City State | ZIP | | | |
| | hereby certify that the above information is true and correct. In factors affecting my coverage during any of my present and t | | | | |
| | Signature of Owner or Authorized Representative | | | | |
| _= | Title | Date | | | |

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

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