

#### DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

#### **TIMBER SALE PROSPECTUS #5718**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on October 4, 2016. 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:

HIGH ROAD RED PINE (54-051-15) / T32N, R06E, SEC. 13, W2SE, SESE, SESW. T32N, R06E, SEC. 24, NENW.

Alpena County, Advertised Price \$29,828.85, 33.0 Acres, Red Pine, White Pine.

SALE NOTE: Sale Spec 5.2.3.2 does not allow hauling on weekends during the period of 12/1 through 4/1 due to the necessity of using the snowmobile trail for hauling wood from the sale.

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.

<u>VICKY GRAHAM LOG JAM</u> (54-052-15) / T32N, R06E, SEC. 12, W2SW, N2SE, SESE, SWNE.

T32N, R06E, SEC. 13, SW4, SESE; SEC 14 NESE.

T32N, R07E, SEC. 07, SWSW.

Alpena County, Advertised Price \$72,200.75, 121.0 Acres, Aspen, Hardwood.

SALE NOTE: To provide for the safety of weekend snowmobile traffic, Spec 5.2.3.1, Operating Restrictions, does not allow hauling on weekends from 5:00 p.m. Friday through 6:00 a.m. Monday from any Payment Units during the period of 12/1 to 4/1.

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

CROOKED TREE PINE (54-032-14) / T29N, R06E, SEC. 25, SENW, N/2SW.

T29N, R06E, SEC. 36, SENW.

Alpena County, Advertised Price \$19,111.95, 25.0 Acres, Aspen, Red Pine.

BACKSTRAP MIX (54-040-14) / T29N, R06E, SEC. 22, S/2NE, SE/4.

T29N, R06E, SEC. 23, SWSW.

Alpena County, Advertised Price \$29,679.30, 62.0 Acres, Aspen, Spruce/Fir/Tamarack.

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. 09/02/2016):

#### 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 October 4, 2016. 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 (9/14)

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

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

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

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

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

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

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

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

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

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

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

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

- c. That the Bidder and its principals are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph b of this certification.
- d. That the Bidder and its principals have not within a 3-year period preceding this bid had one or more public transactions (Federal, State, or local) terminated for breach or default of a timber or forest product contract.

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

KEITH CREAGH Director

#### TIMBER SALE INFORMATION

#### HIGH ROAD RED PINE (54-051-15)

T32N, R06E, SEC. 13; T32N, R06E, SEC. 24. Alpena County (Advertised Price \$29,828.85)

SALE NOTE: Sale Spec 5.2.3.2 does not allow hauling on weekends during the period of 12/1 through 4/1 due to the necessity of using the snowmobile trail for hauling wood from the sale.

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

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

PRODUCTS & SPECIES	<b>ESTIMATED UNITS*</b>	ADVERTISED PRICE	
Sawtimber			
Red Pine	47.80 MBF	\$ 142.00 / MBF	
Pulpwood			
Red Pine	366.00 Cords	\$ 59.50 / Cord	

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$1.264.25:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Softwood	13.00 Cords	\$	48.65 / Cord
White Pine	26.00 Cords	\$	24.30 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 22.13 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$1,900.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

#### Sale Specific Conditions & Requirements

Sale Name: HIGH ROAD RED PINE Sale Number: 54-051-15 Seq#: 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 orange paint above and below stump height.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.1.11 - Description of timber note (2/04)

Note that Mixed Softwood Pulpwood consists of balsam fir, black spruce, and jack pine.

#### 2.2 - Utilization

#### 2.2.4 - Skidding length (2/14)

Skidding of tops with limbs attached is not permissible. Skidding of lengths over 17 feet is permissible as long as the timber sale administrator approves the method and machinery used. If at any point damage exceeds specification 3.4.1, all of the remaining wood must be skid in lengths less than 17 feet.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 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. No damage is acceptable to undesignated 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)

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

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

The following road work is required before operations can begin in Payment Units 1 and 2: A minimum of a 12 inch, 18 ft. long culvert will need to be properly placed in the low spot in the forest road along the south edge of Payment Unit 2 prior to beginning any operations. This culvert will need to be covered by at least 12 inches of limestone and the limestone will need to extend at least 20 feet past both sides of the culvert without creating a ramp in the forest trail.

In addition, proper stone fill will need to be placed in multiple stretches along the forest roads north from Graham Road to the Payment Units per the direction of the sale administrator before operations can begin.

If the producer plans to harvest Payment Units 1 and/or 2 in the winter, the aforementioned road work must be done in the fall prior to harvesting and hauling.

Note: This road work is also required for the purchaser that is awarded the contract for the adjacent sale, Vicky Graham Log Jam (#54-052-15), and is included in the contract specifications. It is the responsibility of the purchaser of the High Road Red Pine sale to work with the purchaser of the Vicky Graham Log Jam sale to ensure that this road work is completed before any operations begin. In the event that the road work has already been completed by the purchaser of the adjacent sale, this road work will no longer be required.

#### 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.

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations in a Payment Unit 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.

#### 5.1.4 - Post-sale conference (6/11)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 3/1 to 7/15. This restriction is due to seasonably wet soils and bark slippage.

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

Within Payment Unit(s) 1 and 2, unless approved by the Unit Manager, hauling is not permitted from 5:00 p.m. Friday evening through 6:00 a.m. Monday morning during the period of 12/1 to 4/1. This restriction is due to the necessity of using the snowmobile trail for hauling wood from the sale.

#### 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.

#### 5.2.32 - 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.

#### 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail and is shown on the Timber Sale Map and must be used to access the sale from the west. Do not cut or damage posts with orange trail markers or traffic control signs. The trail must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1 and must meet the approval of the Unit Manager or his/her representative. If the trail road is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail. The snowmobile trail may not be used for any timber sale operations on weekends during the December 1 to March 1 period unless approved by the Unit Manager or his/her representative.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

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

#### 5.8.3 - Red shoulder hawk or goshawk (3/13)

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area. An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 1 to August 15. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

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

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

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.2 - Snowmobile trail posting (8/09)

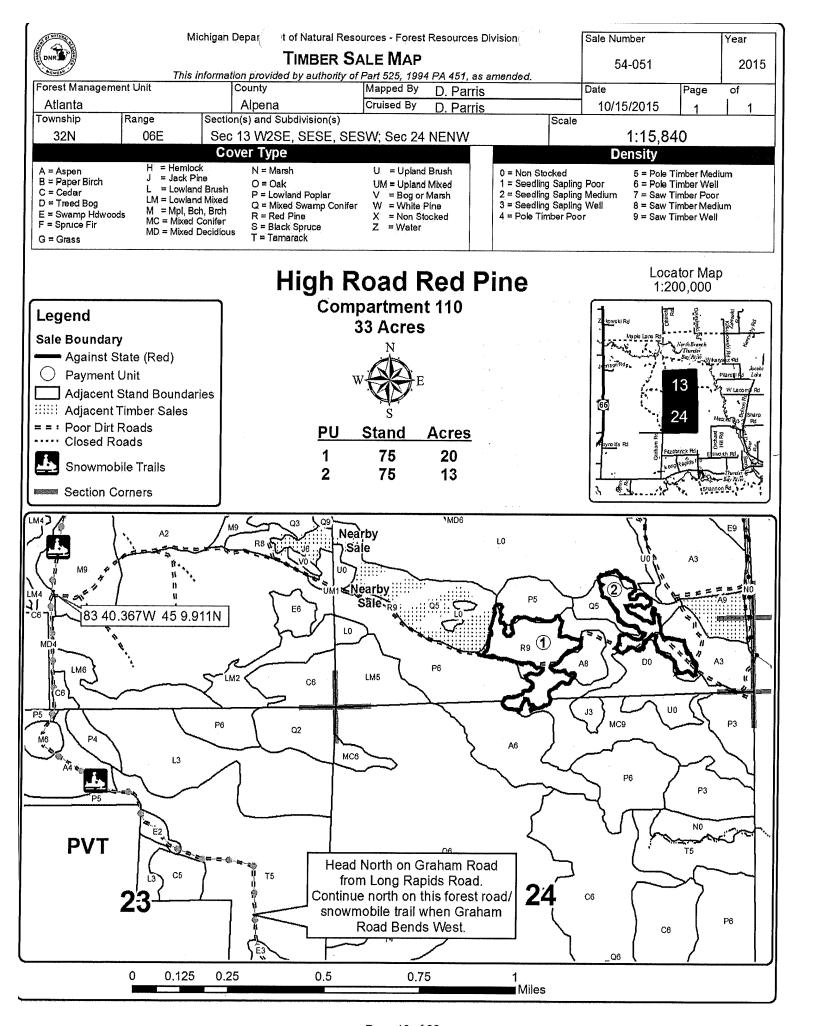
The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail name used to access the sale from the west prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at appropriate distances from the sale 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 the forest road running through the sale 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 8/26/2016 9:54:37AM



#### TIMBER SALE INFORMATION

#### VICKY GRAHAM LOG JAM (54-052-15)

T32N, R06E, SEC. 12; T32N, R06E, SEC. 13; T32N, R07E, SEC. 07. Alpena County (Advertised Price \$72,200.75)

SALE NOTE: To provide for the safety of weekend snowmobile traffic, Spec 5.2.3.1, Operating Restrictions, does not allow hauling on weekends from 5:00 p.m. Friday through 6:00 a.m. Monday from any Payment Units during the period of 12/1 to 4/1.

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

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

PRODUCTS & SPECIES	ESTIMATED UNITS*	ADV	ERTISED PRICE
Pulpwood			
Jack Pine	182.00 Cords	\$	25.80 / Cord
Mixed Aspen	930.00 Cords	\$	22.10 / Cord
Mixed Hardwood	749.00 Cords	\$	19.50 / Cord
Mixed Softwood	718.00 Cords	\$	33.90 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8.006.45:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>adve</u>	ERTISED PRICE
Sawtimber				
Red Maple	21.40	MBF	\$	121.00 / MBF
Red Pine	4.90	MBF	\$	157.00 / MBF
Pulpwood				
Paper Birch	79.00	Cords	\$	7.55 / Cord
Red Pine	28.00	Cords	\$	70.30 / Cord
White Pine	53.00	Cords	\$	39.30 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 8.31 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 \$3,700.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

#### Sale Specific Conditions & Requirements

Sale Name: VICKY GRAHAM LOG JAM Sale Number: 54-052-15 Seg#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

The sale boundaries are marked with red paint. Exterior sale boundary lines against state are marked with red paint. Interior retention pockets are marked with red paint. The snowmobile trail is the north boundary of Payment Unit 1. The powerline is the east boundary of Payment Unit 7. 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, 3, 5, 6, and 7, cut all trees that are two (2) inches or more at DBH except do not cut any red pine, white pine, or cedar in Payment Units 1, 2, 3, and 6.

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

Within Payment Unit(s) 4, cut all trees that are two (2) inches or more at DBH except trees marked with yellow paint above and below stump height. In addition, do not cut any cedar in Payment Unit 4.

#### 2.1.11 - Description of timber note (2/04)

Note that Mixed Softwood Pulpwood consists of balsam fir, white spruce, and black spruce. Mixed Hardwood Pulpwood consists of sugar maple, red maple, basswood, black cherry, and Iron wood. Mixed Hardwood Pulpwood is approximately 89 percent red maple.

#### 2.2 - Utilization

#### 2.2.5 - Limbed tree skidding (1/09)

The skidding of whole trees or tree segments with limbs attached is prohibited in Payment Unit 4, unless approved by the Unit Manager or his/her representative.

#### 3 - Payments

#### 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 undesignated 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)

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)

The closed road needed for access to Payment Unit 4 must be re-closed at the completion of Payment Unit 4. Berms and holes previously used to block off the trail must be reconstructed at the completion of Payment Unit 4. Berms and holes must be reconstructed at the original location with equivalent or better depth and height. 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.

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

The following road work is required before operations can begin in Payment Units 5, 6, and 7: A minimum of a 12 inch, 18 ft. long culvert will need to be properly placed in the forest trail low spot in between Payment Units 6 and 7 prior to beginning any operations. This culvert will need to be covered by at least 12 inches of limestone and the limestone will need to extend at least 20 feet past both sides of the culvert without creating a ramp in the forest trail.

In addition, proper stone fill will need to be placed in multiple stretches along the forest roads north from Graham Road to Payment Units 5, 6, and 7 per the direction of the sale administrator before operations can begin.

If the producer plans to harvest Payment Units 5, 6, and/or 7 in the winter, the aforementioned road work must be done in the fall prior to harvesting and hauling.

Note: This road work is also required for the purchaser that is awarded the contract for the adjacent sale, High Road Red Pine (#54-051-15), and is included in the contract specifications. It is the responsibility of the purchaser of the Vicky Graham Log Jam sale to work with the purchaser of the High Road Red Pine sale to ensure that this road work is completed before any operations begin. In the event that the road work has already been completed by the purchaser of the adjacent sale, this road work will no longer be required.

#### 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

#### 4.2.5 - 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 (10/11)

A pre-sale conference on site between the Purchaser and sale administrator is required prior to beginning any operations in a Payment Unit. 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 (6/11)

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. (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.

#### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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 through 7, unless approved by the Unit Manager hauling is not permitted from 5:00 p.m. Friday evening through 6:00 a.m. Monday morning during the period of 12/1 to 4/1. This restriction is due to the necessity of using the snowmobile trail for hauling wood from the sale.

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

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

#### 5.2.3.6 - 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 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, such as chipping, must be completed before sprouting of regeneration occurs. If it is anticipated that chipping will be delayed, then tops shall be carried to one central location or left unchipped. The Unit Manager or his/her representative may cease such operations if sprouting occurs before the operation is complete.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.4 - Dead and down creation, grouse (8/13)

To encourage grouse and other wildlife, in Payment Unit(s) 1, 2, 3, and 7 leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1 through 6, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of the presence of poorly drained soil in these units.

#### 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.

#### 5.2.41 - Snowmobile trail protection (9/11)

The snowmobile trail is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. The trail must be maintained and restored to a condition equal to or better than before the sale. The road maintenance/restoration must be done prior to December 1. During the snowmobile season a snow covered base must be left on the trail. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 10 feet of the snowmobile trail must be cut at ground level.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

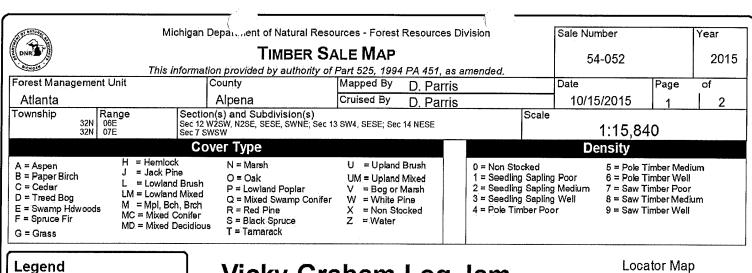
Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 50 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With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

#### 6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on the snowmobile trail prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at locations designated on the map and 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 8/26/2016 10:01:18AM



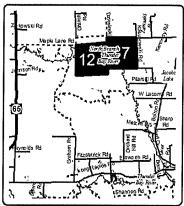
# Sale Boundary Against State (Red) Retention Area (Red) Payment Unit Adjacent Stand Boundaries Gravel Roads Foor Dirt Roads Closed Roads Snowmobile Trails Pipeline; Powerline Lakes and Rivers All Section Corners

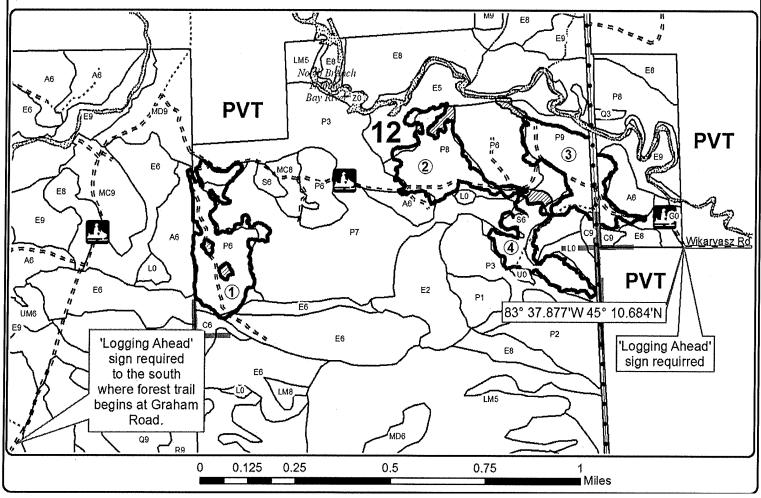
### Vicky Graham Log Jam Compartment 110

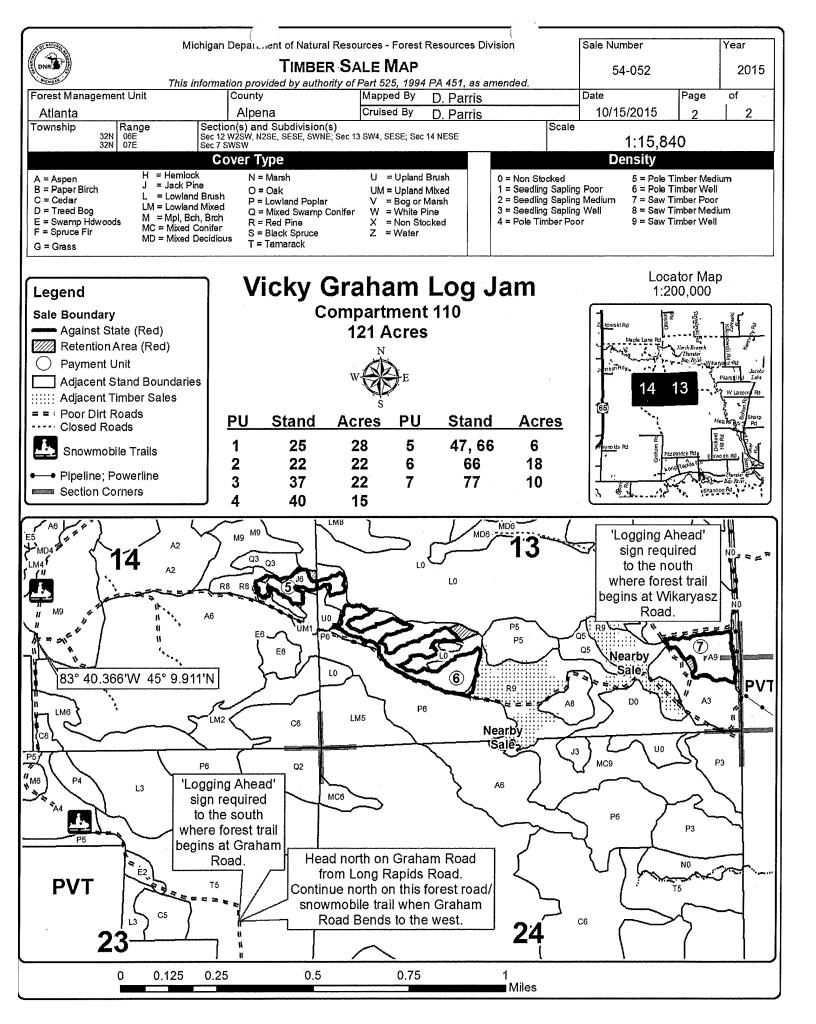


<u>PU</u>	Stand	Acres	PU	Stand	Acres
1	25	28	5	47, 66	6
2	22	22	6	66	18
3	37	22	7	77	10
1	40	15			

Locator Map 1:200,000







#### TIMBER SALE INFORMATION

<u>CROOKED TREE PINE (54-032-14)</u> T29N, R06E, SEC. 25; T29N, R06E, SEC. 36.

Alpena County (Advertised Price \$19,111.95)

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*	AD\	/ERTISED PRICE
Sawtimber			
Red Pine	62.90 MBF	\$	176.00 / MBF
Pulpwood			
Red Pine	137.00 Cords	\$	52.85 / Cord

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$801.10:

PRODUCTS & SPECIES	ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
Pulpwood			
Mixed Aspen	40.00 Cords	\$	18.55 / Cord
White Pine	3.00 Cords	\$	19.70 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 23.91 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$1,100.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

#### Sale Specific Conditions & Requirements

Sale Name: CROOKED TREE PINE Sale Number: 54-032-14 Seq#: 1

#### 1 - Sale Area

#### 12 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue 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

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

Within Payment Unit(s) 1 and 2, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

#### 2.1.11 - Description of timber note (2/04)

Note that mixed aspen includes quaking, big tooth, and BAM.

#### 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

#### 3.4 - 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.

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

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

#### 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 (10/11)

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

#### 5.1.3 - Well heads and natural gas pipelines (7/07)

The Purchaser is responsible for contacting the gas or pipeline company prior to operating equipment in the vicinity of well heads or natural gas pipelines.

#### 5.1.4 - Post-sale conference (6/11)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.3.6 - 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.

#### 5.2.32 - 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)

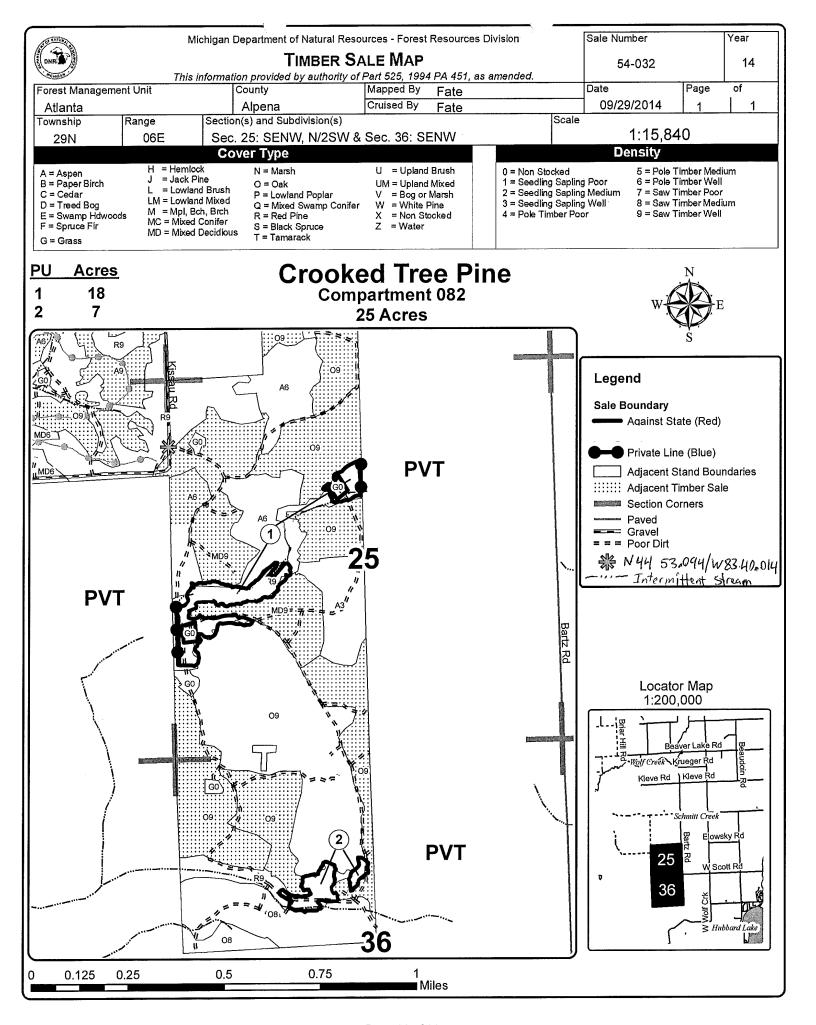
Cut products may not be decked against unmarked or designated leave trees.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and 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.

Section Name: Sale Specific Current as of 9/23/2015 2:54:31PM



#### TIMBER SALE INFORMATION

#### **BACKSTRAP MIX (54-040-14)**

T29N, R06E, SEC. 22; T29N, R06E, SEC. 23. Alpena County (Advertised Price \$29,679.30)

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:

ESTIMATED UNITS*	<u>ADV</u>	ERTISED PRICE
38.50 MBF	\$	98.00 / MBF
442.00 Cords	\$	15.70 / Cord
628.00 Cords	\$	26.30 / Cord
	38.50 MBF 442.00 Cords	38.50 MBF \$ 442.00 Cords \$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,450.50:

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	<u>ADV</u>	ERTISED PRICE
Sawtimber				
Red Oak	5.30	MBF	\$	197.00 / MBF
Pulpwood				
Mixed Hardwood	69.00	Cords	\$	12.75 / Cord
Paper Birch	49.00	Cords	\$	8.25 / Cord
Red Oak	8.00	Cords	\$	15.30 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 16.70 percent. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

#### **BOND AND PAYMENT SCHEDULE:**

- 1. A bond in the amount of \$1,500.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The 10% down payment will be credited towards the first unit cut.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2019.

#### Sale Specific Conditions & Requirements

Sale Name: BACKSTRAP MIX Sale Number: 54-040-14 Seg#: 1

#### 1 - Sale Area

#### 1.2 - Boundaries

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

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and/or 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 retention islands 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) 1-3, cut all trees that are two (2) inches or more at DBH, except do not cut any white pine or cedar.

#### 2.1.11 - Description of timber note (2/04)

Note that mixed aspen includes quaking, big tooth, and BAM. Mixed softwood includes white spruce, black spruce, balsam fir, tamarack, and red pine. Mixed hardwoods includes red maple and black cherry.

#### 3 - Payments

#### 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.

#### 4.1.12 - 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

#### 4.2.5 - 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 (10/11)

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

#### 5.1.4 - Post-sale conference (6/11)

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

#### 5.2.1.10 - 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.

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (2/04)

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

#### 5.2.3 - Operating Restrictions

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

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

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.4 - Dead and down creation, grouse (8/13)

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. These will be evenly scattered throughout the unit. This can be an unmerchantable piece or a full tree.

#### 5.2.22 - Operating Caution

#### 5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 1, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is due to seasonally wet soils.

#### 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 Chippewa Hills Pathway is a ski 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. Skidding across the trail is not permitted.

#### 5.4 - Soil Protection

#### 5.4.1 - Rutting restriction, general (1/09)

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

#### 5.8 - Protection of Endangered Species

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

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

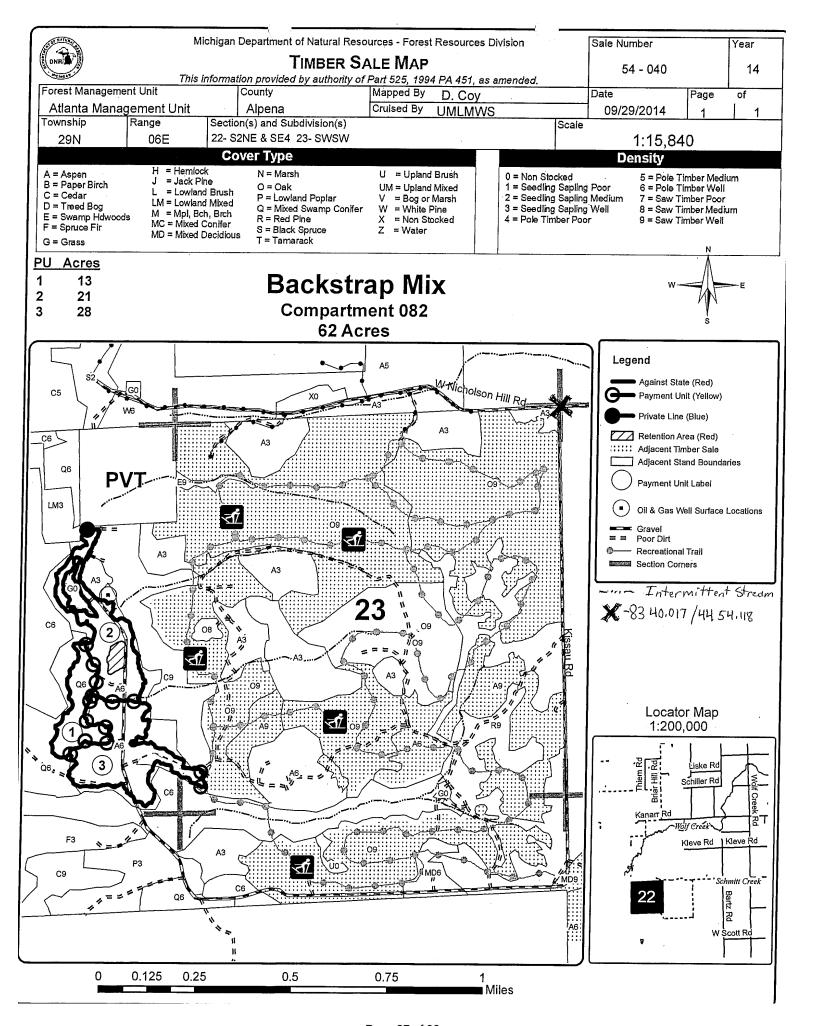
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

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

Section Name: Sale Specific Current as of 9/23/2015 3:10:14PM



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#### BID

ATLANTA MANAGEMENT UNIT ATLANTA OFFICE

CROOKED TREE PINE (54-032-14)
T29N P06E SEC 25: T29N P06E SEC 36: Alper

	ESTIMATED VOLUME <sup>*</sup>	<u>A</u>	DVERTISED PRICE	BID PRICE
awtimber Red Pine	62.90 MBF	\$	176.00/MBF	\$
Pulpwood	02.90 WIDI	Φ	170.00/	Ψ
Red Pine	137.00 Cords	\$	52.85/Cord	\$
n addition, the successful bidder	agrees to purchase the followi	ıg species at	the indicated advertis	ed price for a total value
PRODUCTS & SPECIES	ESTIMATED VOLUME	<u>A</u>	DVERTISED PRICE	
Pulpwood Mixed Aspen	40.00 Cords	<b>ሱ</b>	18.55/Cord	
White Pine	3.00 Cords	\$ \$	19.70/Cord	
inderstand that any or all bids r jected. I also understand that c	may be rejected. All bids must longitudes and awarding a co	e signed and	d all bid items must be	
understand that any or all bids rejected. I also understand that cone contract based upon equipment	may be rejected. All bids must longitude consideration and awarding a content and staffing subject to my content and staffing subject subjec	oe signed and ntract will be ontrol.	d all bid items must be based upon my past ព្	bid or the bid form may performance and ability to
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understand that any or all bids rejected. I also understand that come contract based upon equipmed  FEDERAL ID:  Company or individual  Company representati  Address:  City:	may be rejected. All bids must be consideration and awarding a consideration and staffing subject to my consideration.  Output  Output	pe signed and ntract will be ontrol.  SECURITY  Zip:_	d all bid items must be based upon my past p	bid or the bid form may performance and ability to
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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.

1. My business is organized as (you **must** check one of the boxes below):

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

	A.  Sole Proprietorship (individual)				
	B. Partnership				
	C. Corporation				
	C. Corporation				
2.	. You <b>must</b> check <u>one</u> of the boxes below:				
	<ul> <li>A.          I certify my business is a sole proprietorship and i Worker's Compensation Laws.     </li> </ul>	it has no employ	vees but the sole proprietor. I am not subject to the		
		copy of the Noti	Compensation Act through the use of an approved Notice of ice of Exclusion within 21 days of the contract award. (For ompensation Bureau at 517-322-1195).		
	<ul> <li>C.          I certify my business has a Worker's Compensation         one (21) days of the contract award.     </li> </ul>	on Policy. I will	provide an original Certificate of Insurance within twenty-		
3.	<ol> <li>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").</li> </ol>				
	Full-time Employees		Part-time Employees		
Nan	ame of Business	Federa	al ID (or) Social Security No.		
Add	ddress	Teleph	none		
		(	)		
City	ty State	ZIP			
	hereby certify that the above information is true and c factors affecting my coverage during any of my preso		e to notify the Michigan DNR of any changes that occur operations.		
_	Signature of Owner or Authorized Representative				
٦	Title		Date		

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

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

FEDERAL ID:

#### BID

ATLANTA MANAGEMENT UNIT ATLANTA OFFICE

#### **BACKSTRAP MIX (54-040-14)**

T29N, R06E, SEC. 22; T29N, R06E, SEC. 23; Alpena COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on October 4, 2016, 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>ADV</u>	ERTISED PRICE	BID PRICE
Mixed Aspen	38.50	MBF	\$	98.00/MBF	\$
Pulpwood Mixed Aspen	442.00	Cords	\$	15.70/Cord	\$
Mixed Softwood	628.00	Cords	\$	26.30/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$2,450.50:

PRODUCTS & SPECIES	ESTIMATED VOLUME*		AD	VERTISED PRICE
Sawtimber				
Red Oak	5.30	MBF	\$	197.00/MBF
Pulpwood				
Mixed Hardwood	69.00	Cords	\$	12.75/Cord
Paper Birch	49.00	Cords	\$	8.25/Cord
Red Oak	8.00	Cords	\$	15.30/Cord
ı			*	

\*The volumes are statistically estimated within plus (+) or minus (-) 16.70 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.

		<del></del>		
	Company or individual bidding:			
	Company representative's name:			
	Address:			
	City:	State:	Zip:	
F AVAIL	ABLE, PLEASE PLACE THE PERSO	NALIZED LABEL FROM	1 YOUR PROSPECTUS IN 1	THE ABOVE BOX.
Individual	or company representative's signature	re:		Date:
Phone nu	mber:	Email (	optional):	

or SOCIAL SECURITY NUMBER:

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 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 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 )
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

ATLANTA MANAGEMENT UNIT ATLANTA OFFICE

#### HIGH ROAD RED PINE (54-051-15)

T32N, R06E, SEC, 13: T32N, R06E, SEC, 24: Alpena COUNTY

ODUCTS & SPECIES	<b>ESTIMATED</b>	VOLUME*	<u>A</u> [	OVERTISED PRICE	BID PRICE
wtimber Red Pine	47.80	MRF	\$	142.00/MBF	\$
lpwood	47.00	WIDI	Ψ	142.00/	Ψ
Red Pine	366.00	Cords	\$	59.50/Cord	\$
addition, the successful bidde	er agrees to purchase	the following s	pecies at	the indicated advertise	ed price for a total va
ODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	<u>A</u> [	OVERTISED PRICE	
lpwood Mixed Softwood	13.00	Cords	\$	48.65/Cord	
White Pine		Cords	э \$	24.30/Cord	
adjustment. Prospective bido nderstand that any or all bids ected. I also understand that contract based upon equipm	ders are urged to exan may be rejected. All l consideration and awa	nine this timber bids must be si arding a contra	and to m gned and ct will be l	all bid items must be	es of quantity and qu bid or the bid form m
adjustment. Prospective bidd nderstand that any or all bids ected. I also understand that contract based upon equipm	ders are urged to exan may be rejected. All l consideration and awa nent and staffing subje	nine this timber bids must be si arding a contra ect to my contro	and to m gned and ct will be I	ake their own estimate all bid items must be based upon my past p	es of quantity and qu bid or the bid form m erformance and abili
adjustment. Prospective bidd adjustment. Prospective bidd anderstand that any or all bids ected. I also understand that contract based upon equipm	ders are urged to exan may be rejected. All l consideration and awanent and staffing subje	nine this timber bids must be si arding a contra ect to my contro	and to m gned and ct will be I	ake their own estimate all bid items must be based upon my past p	es of quantity and qu bid or the bid form m erformance and abili
adjustment. Prospective biddenderstand that any or all bids ected. I also understand that contract based upon equipm  FEDERAL ID:	ders are urged to exant may be rejected. All loconsideration and awanent and staffing subjections and additional bidding:	nine this timber bids must be si arding a contra ect to my contro	gned and to m gned and ct will be I	ake their own estimate all bid items must be based upon my past p	es of quantity and qu bid or the bid form m erformance and abili
adjustment. Prospective biddenderstand that any or all bids ected. I also understand that contract based upon equipm  FEDERAL ID:	may be rejected. All leconsideration and awarent and staffing subjective's name:	nine this timber bids must be si arding a contra ect to my contro	gned and to m gned and ct will be I	ake their own estimate all bid items must be based upon my past p	es of quantity and qu bid or the bid form m erformance and abili
adjustment. Prospective biddenderstand that any or all bids ected. I also understand that contract based upon equipm  FEDERAL ID:	ders are urged to exant may be rejected. All loconsideration and awarent and staffing subjections and staffing subjective's name:	nine this timber bids must be si arding a contra ect to my contro or SOCIAL SE	and to m gned and ct will be I ol.	ake their own estimate all bid items must be based upon my past p	es of quantity and qu bid or the bid form m erformance and abili
adjustment. Prospective bidden adjustment. Prospective bidden and a contract based upon equipm representa and that a contract based upon equipm representa and company representations and company repr	ders are urged to exammay be rejected. All loconsideration and awanent and staffing subjective's name:  State	nine this timber bids must be si arding a contra ect to my contro	gned and to m gned and ct will be I	ake their own estimate all bid items must be based upon my past p	es of quantity and qu bid or the bid form m erformance and abili
adjustment. Prospective bidden and any or all bids exted. I also understand that a contract based upon equipm  FEDERAL ID:	ders are urged to exammay be rejected. All loconsideration and awarent and staffing subjective's name:  State  E THE PERSONALIZE	bids must be signed and control or SOCIAL SE	gned and to m gned and ct will be I ol.  CURITY I  Zip:	ake their own estimate all bid items must be based upon my past p  NUMBER:  R PROSPECTUS IN TI	es of quantity and qubid or the bid form merformance and abilities———————————————————————————————————
adjustment. Prospective bidden adjustment. Prospective bidden and a contract based upon equipm representa and that a contract based upon equipm representa and company representations and company repr	may be rejected. All loconsideration and awanent and staffing subjected bidding:  State  E THE PERSONALIZE  tative's signature:	bids must be signed a contract to my control or SOCIAL SE	gned and to m gned and ct will be I ol.  CURITY I	ake their own estimate all bid items must be based upon my past p  NUMBER:  R PROSPECTUS IN TI	es of quantity and quibid or the bid form merformance and abilities.  HE ABOVE BOX.  Date:

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



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.

•	<ul> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exclus twenty-one (21) days of the contract award and prior to the issuance</li> </ul>	
•	All Information must be typed or printed except for written signature	res.
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>	below):
<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 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> </ul>		
	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 provided in the provided in the provided item 2(A) or 2(B), you <b>must</b> indicate the nathan yourself, including family members and active partners (if not provided item 2(A) or 2(B), you <b>must</b> indicate the nathan yourself, including family members and active partners (if not provided item 2(A) or 2(B), you <b>must</b> indicate the nathan yourself, including family members and active partners (if not provided item 2(A) or 2(B), you <b>must</b> indicate the nathan yourself, including family members and active partners (if not provided item 2(A) or 2(B), you <b>must</b> indicate the nathan yourself, including family members and active partners (if not provided item 2(A) or 2(B), you <b>must</b> indicate the nathan yourself, including family members and active partners (if not provided item 2(A) or 2(B), you <b>must</b> indicate the nathan yourself.	
Nan	Name of Business Federa	II ID (or) Social Security No.
Add	Address Teleph	one )
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**

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### VICKY GRAHAM LOG JAM (54-052-15)

T32N, R06E, SEC. 12; T32N, R06E, SEC. 13; T32N, R07E, SEC. 07; Alpena

In response to the notice of sale to be held 10:00 a.m. (local time) on October 4, 2016, 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	<b>BID PRICE</b>
Pulpwood Jack Pine	182.00 Cords	\$	25.80/Cord	\$
Mixed Aspen	930.00 Cords	\$	22.10/Cord	\$
Mixed Hardwood	749.00 Cords	\$	19.50/Cord	\$
Mixed Softwood	718.00 Cords	\$	33.90/Cord	\$

In addition, the successful bidder agrees to purchase the following species at the indicated advertised price for a total value of \$8,006.45 :

PRODUCTS & SPECIES	ESTIMATED VOLUME*		AD'	VERTISED PRICE
Sawtimber				
Red Maple	21.40	MBF	\$	121.00/MBF
Red Pine	4.90	MBF	\$	157.00/MBF
Pulpwood				
Paper Birch	79.00	Cords	\$	7.55/Cord
Red Pine	28.00	Cords	\$	70.30/Cord
White Pine	53.00	Cords	\$	39.30/Cord

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 8.31 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

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

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



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

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

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

Signature of Owner or Authorized Representative

Title

	Part 5 of Act 451 of 1994, as 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	•					
2.	Worker's Compensation Laws.  B.  I certify my business has satisfied its o bligation Exclusion (BWC-337, Rev. 5/96). I will provide questions or a copy of the BWC-337, please cannot be a copy of the BWC-337, please cannot be a copy of the BWC-337.	I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the					
3.	one (21) days of the contract award.  If you have checked item 2(A) or 2(B), you mu						
	Full-time Employees	•	Part-time Employees				
Name of Business			Federal ID (or) Social Security No.				
Address			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