

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6174

SCHEDULED SALE DATE AND TIME: 3:00 p.m. (local time) on March 29, 2018. LOCATION: GAYLORD FIELD OFFICE, 1732 WEST M-32, GAYLORD, MI 49735.

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

First Time Red Pine (52-002-18)

Otsego County, Advertised Price \$104,274.55, 53.3 Acres, Hardwood, Red Pine.

SALE NOTE: Sale has good access and no timing restrictions for cutting. Contact Consumers Energy if the power line ROW will be used for logging operations.

Parking Lot Remix (52-001-17)

Otsego County, Advertised Price \$4,008.20, 10.6 Acres, Red Pine, White Pine.

SALE NOTE: Small sale encompassing the Gaylord OSC.

Early Spring Mix (52-010-17)

Otsego County, Advertised Price \$7,207.10, 46.3 Acres, Aspen, Hardwood.

SALE NOTE: Oak Wilt Restriction in effect. Easily accessible, very workable terrain.

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.

Highline Jack Pine (52-022-17)

Otsego County, Advertised Price \$7,469.00, 49.3 Acres, Hardwood, Jack Pine.

SALE NOTE: Predominantly jack pine with some oak, aspen, and red maple. Mostly flat topography. Snowmobile trail and ORV trail within the vicinity.

Payment Units 1 and 3-5 must be chip harvested.

Oak wilt restrictions are in place for Payment Units 1 and 2. In addition, great care must be taken to avoid damage to undesignated oak trees along sale boundaries, retention islands, skid trails, and haul routes during April 15th through July 15th.

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. Access may be through private land.

BID INSTRUCTIONS (VER. 11/28/2017):

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

Bids must be received by the Unit Manager, GAYLORD OFFICE, 1732 WEST M-32, GAYLORD, MI 49735, no later than 3:00 p.m. (local time) on March 29, 2018. For further information concerning this sale, contact Joyce Angel at 989-732-3541 extension 5440.

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 (11/17)

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.

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

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

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

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

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

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

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

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

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

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

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

a. That the Bidder and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntary excluded from timber sales (covered transactions) by any Federal department or agency.

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

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

KEITH CREAGH Director

TIMBER SALE INFORMATION

First Time Red Pine (52-002-18)

Otsego County (Advertised Price \$104,274.55)

SALE NOTE: Sale has good access and no timing restrictions for cutting. Contact Consumers Energy if the power line ROW will be used for logging operations.

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

| PRODUCTS & SPECIES | ESTIMATED UNITS* | | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------|-------|------------|---------------|
| Sawtimber | | | | |
| Black Cherry | 0.90 | MBF | \$ | 203.00 / MBF |
| Quaking Aspen | 11.80 | MBF | \$ | 58.00 / MBF |
| Red Maple | 149.40 | MBF | \$ | 147.00 / MBF |
| Red Pine | 398.60 | MBF | \$ | 106.00 / MBF |
| Sugar Maple | 9.40 | MBF | \$ | 293.00 / MBF |
| Pulpwood | | | | |
| Mixed Hardwood | 564.00 | Cords | \$ | 23.50 / Cord |
| Quaking Aspen | 69.00 | Cords | \$ | 20.65 / Cord |
| Red Pine | 470.00 | Cords | \$ | 46.30 / Cord |

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

BOND AND PAYMENT SCHEDULE:

- 1. A bond in the amount of \$5,214.00 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 04/01/2021.

Description of Timber by Payment Unit (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 1 | Quaking Aspen | Sawtimber | 0.4 | MBF | 24.3 | \$58,567.15 |
| | Red Maple | | 5.2 | MBF | | , |
| | Red Pine | | 342.9 | MBF | | |
| | Sugar Maple | | 0.3 | MBF | | |
| | Mixed Hardwood | Pulpwood | 71.0 | Cords | | |
| | Black Cherry | | 4.0 | Cords | | |
| | Red Maple | | 65.0 | Cords | | |
| | Sugar Maple | | 2.0 | Cords | | |
| | Quaking Aspen | | 47.0 | Cords | | |
| | Red Pine | | 404.0 | Cords | | |
| 2 | Black Cherry | Sawtimber | 0.6 | MBF | 21.6 | \$35,011.60 |
| | Quaking Aspen | | 8.1 | MBF | | |
| | Red Maple | | 101.8 | MBF | | |
| | Red Pine | | 55.7 | MBF | | |
| | Sugar Maple | | 6.4 | MBF | | |
| | Mixed Hardwood | Pulpwood | 351.0 | Cords | | |
| | Beech | | 5.0 | Cords | | |
| | Black Cherry | | 6.0 | Cords | | |
| | Red Maple | | 308.0 | Cords | | |
| | Sugar Maple | | 32.0 | Cords | | |
| | Quaking Aspen | | 18.0 | Cords | | |
| | Red Pine | | 66.0 | Cords | | |
| 3 | Black Cherry | Sawtimber | 0.3 | MBF | 7.4 | \$10,695.80 |
| | Quaking Aspen | | 3.3 | MBF | | |
| | Red Maple | | 42.4 | MBF | | |
| | Sugar Maple | | 2.7 | MBF | | |
| | Mixed Hardwood | Pulpwood | 142.0 | Cords | | |
| | Beech | | 2.0 | Cords | | |
| | Black Cherry | | 2.0 | Cords | | |
| | Red Maple | | 125.0 | Cords | | |
| | Sugar Maple | | 13.0 | Cords | | |
| | Quaking Aspen | | 4.0 | Cords | | |
| | | TOTAL: | 570.1 | MBF | | |
| | | TOTAL. | 0.10.1 | 14101 | | |

Sale Specific Conditions & Requirements

Sale Name: First Time Red Pine Sale Number: 52-002-18 Seg#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red, yellow and teal paint, along with a power line ROW. Exterior sale boundary lines against private property are marked with blue paint, with the exception of the northwest boundary of Payment Unit 2, which is unpainted and identified by the Consumers Energy power line ROW. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. Interior retention areas are marked with timber teal paint; these areas are not to be disturbed by harvesting or equipment. 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, 2, and 3, cut all trees that are two (2) inches or more at DBH.

2.2 - Utilization

2.2.2 - Chipping required (2/18)

Payment Unit(s) 1 and 2 must be chip harvested to facilitate future silvicultural activities. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped. If market conditions limit the practicality of chipping, tops and slash must be arranged in a way that will not inhibit future planting operations, as directed by the sale administrator. This exemption must be granted in writing. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter is still applicable (G. C. & R. 2.2).

2.2.3 - Stump heights (4/07)

Stump heights within 1 and 2 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations. A written waiver of this requirement may be obtained if wet summer weather makes winter logging necessary.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

4.1.4 - Timber removed for construction (12/09)

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

4.1.6 - Road construction (1/09)

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

4.2.4 - Grading (10/16)

For completion of the sale, state forest roads must be graded. In general, this will require a road grader or bull dozer 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

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

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

5.2.1 - Slash

5.2.1.1 - Slash within sale area (9/16)

No trees are to be felled outside the sale area and all slash is to be kept at least 25 feet back from the red and blue paint line. If sale boundary lines are along a public road or highway, then slash must be removed 50' from these lines per General Condition & Requirement 5.2.1.

5.2.1.8 - Slash height (12/08)

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

5.2.1.14 - Chipping of slash (10/08)

If tops are chipped, they must be skidded to the landing separately from the bole section of the tree. Skidding of tops must be done in such a way as to minimize damage to the residual trees.

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

5.2.3.6 - 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.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - Protection of Endangered Species

5.8.3 - Red shoulder hawk or goshawk (2/16)

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 15 to July 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.

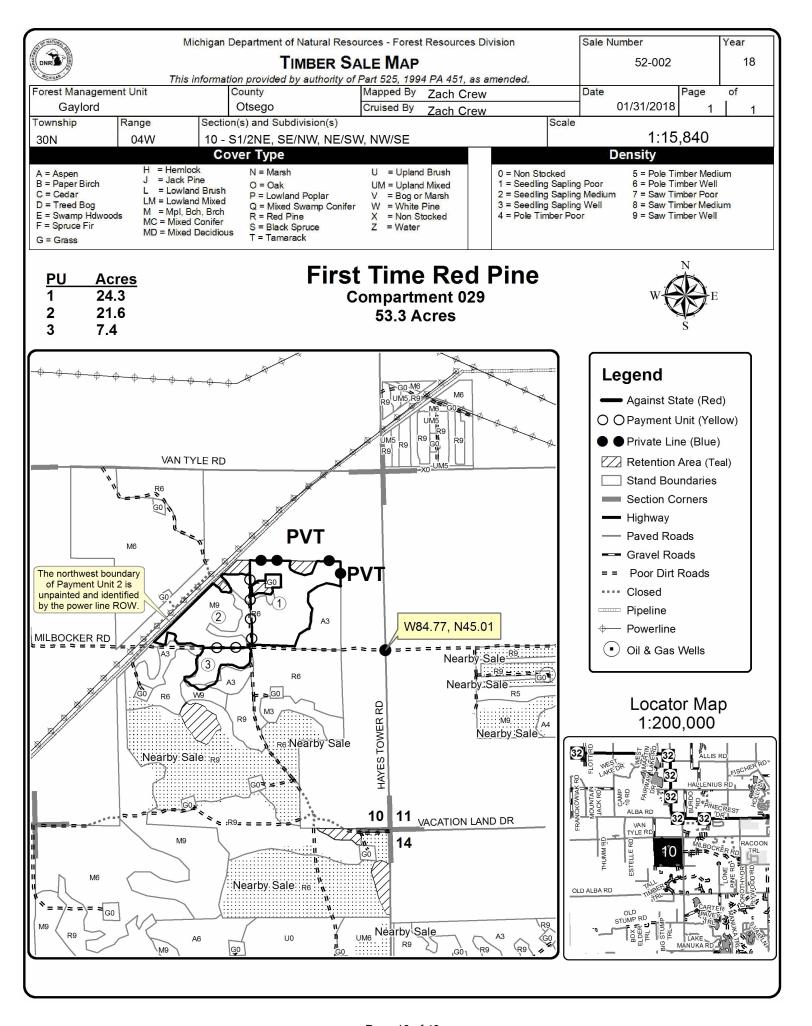
6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Hayes Tower Road prior to beginning operations. The road must be posted at the intersection of Hayes Tower and Millbocker Roads 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 2/22/2018 2:24:31PM



TIMBER SALE INFORMATION

Parking Lot Remix (52-001-17)

Otsego County (Advertised Price \$4,008.20)

SALE NOTE: Small sale encompassing the Gaylord OSC.

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* | | ADVERTISED PRICE | |
|--------------------|-------------------------|-------|------------------|--------------|
| Sawtimber | | | | |
| B. T. Aspen | 1.00 | MBF | \$ | 27.00 / MBF |
| Red Pine | 27.30 | MBF | \$ | 50.00 / MBF |
| White Pine | 0.90 | MBF | \$ | 27.00 / MBF |
| Pulpwood | | | | |
| B. T. Aspen | 11.00 | Cords | \$ | 9.65 / Cord |
| Red Pine | 101.00 | Cords | \$ | 21.60 / Cord |
| Scotch Pine | 9.00 | Cords | \$ | 3.50 / Cord |
| White Pine | 19.00 | Cords | \$ | 14.35 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 34.45 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 \$200.00 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.
- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 09/30/2019.

Description of Timber by Payment Unit (PU)

| MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|--------------|--|--|--|--|---|
| B. T. Aspen | Sawtimber | 1.0 | MBF | 10.6 | \$4,008.20 |
| Red Pine | | 27.3 | MBF | | |
| White Pine | | 0.9 | MBF | | |
| B. T. Aspen | Pulpwood | 11.0 | Cords | | |
| Red Pine | | 101.0 | Cords | | |
| Scotch Pine | | 9.0 | Cords | | |
| White Pine | | 19.0 | Cords | | |
| | TOTAL: | 29.2 | MBF | | |
| | TOTAL: | 140.0 | Cords | | |
| | B. T. Aspen Red Pine White Pine B. T. Aspen Red Pine Scotch Pine | B. T. Aspen Red Pine White Pine B. T. Aspen Red Pine Scotch Pine White Pine TOTAL: | B. T. Aspen Red Pine White Pine B. T. Aspen Red Pine Pulpwood Red Pine Scotch Pine White Pine TOTAL: B. T. Aspen Pulpwood Pulpwo | B. T. Aspen Red Pine White Pine B. T. Aspen Red Pine Pulpwood Red Pine Scotch Pine White Pine TOTAL: B. T. Aspen Pulpwood TOTAL: 1.0 MBF 0.9 MBF 10.0 Cords 11.0 Cords 101.0 Cords 101.0 Cords 19.0 Cords 19.0 Cords | B. T. Aspen Red Pine White Pine B. T. Aspen Pulpwood 11.0 Cords Red Pine Scotch Pine White Pine 101.0 Cords White Pine 102.0 Cords Scotch Pine White Pine 105.0 Cords TOTAL: 29.2 MBF |

Sale Specific Conditions & Requirements

Sale Name: Parking Lot Remix Sale Number: 52-001-17 Seq#: 2

1 - Sale Area

12 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary is marked and identified by blue and red paint, and a fence. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint, with the exception of the west boundary of Area #2, which is designated by the fence. The painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, Areas #2 and #4, cut all trees that are two (2) inches or more at DBH.

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

Within Payment Unit(s) 1, Areas #1 and #5, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all aspen that are two (2) inches or more at DBH.

Within Payment Unit(s) 1, Area #3, red pine are designated for harvest if marked with orange paint. In addition, remove all aspen, scotch pine, white pine, and maple.

2.2 - Utilization

2.2.2 - Chipping required (5/14)

This area must be chip harvested to facilitate future silvicultural activities. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped. The requirement to retain approximately 1/6 to 1/3 of tree tops and limbs less than four inches in diameter does not apply (G. C. & R. 2.2). This is because of bark beetle concerns and future site development.

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. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings within Area #4. 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

41 - Construction

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 chipped, utilized or otherwise removed from the sale. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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. The Unit Manager or his/her representative must be contacted at least 7 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 3 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.

5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the sale administrator.

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

5.2.3.6 - 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.

5.2.29 - Shrub protection (9/07)

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

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

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

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - 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

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on the Gaylord OSC access drives 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.

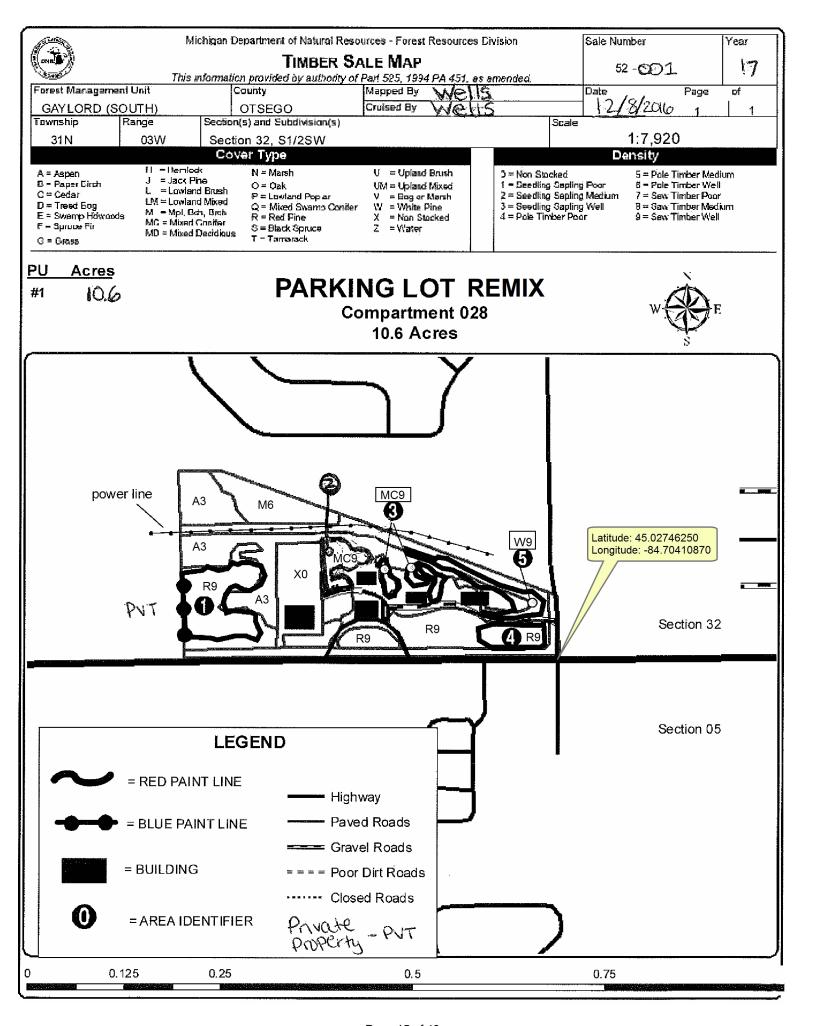
7 - Other Conditions

7.2 - Extensions

7.2.2 - No extensions (3/09)

There will be no extensions granted on this contract.

Section Name: Sale Specific Current as of 7/5/2017 10:47:01AM



TIMBER SALE INFORMATION

Early Spring Mix (52-010-17)

Otsego County (Advertised Price \$7,207.10)

SALE NOTE: Oak Wilt Restriction in effect. Easily accessible, very workable terrain.

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 | DUCTS & SPECIES ESTIMATED UNITS* | | <u>ADV</u> | ERTISED PRICE |
|--------------------|----------------------------------|-------|------------|---------------|
| Sawtimber | | | | |
| B. T. Aspen | 4.40 | MBF | \$ | 27.00 / MBF |
| Quaking Aspen | 9.20 | MBF | \$ | 27.00 / MBF |
| Red Maple | 16.90 | MBF | \$ | 69.00 / MBF |
| Red Oak | 0.50 | MBF | \$ | 101.00 / MBF |
| Red Pine | 2.50 | MBF | \$ | 50.00 / MBF |
| White Pine | 6.40 | MBF | \$ | 27.00 / MBF |
| Pulpwood | | | | |
| Balsam Fir | 6.00 | Cords | \$ | 10.20 / Cord |
| Mixed Aspen | 130.00 | Cords | \$ | 9.65 / Cord |
| Red Maple | 242.00 | Cords | \$ | 10.95 / Cord |
| Red Oak | 2.00 | Cords | \$ | 11.40 / Cord |
| Red Pine | 34.00 | Cords | \$ | 21.60 / Cord |
| White Pine | 42.00 | Cords | \$ | 14.35 / Cord |

^{*} 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 \$1,200.00 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 04/01/2021.

Description of Timber by Payment Unit (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|---------------|-----------|----------|-------|-------|-----------------|
| 1 | B. T. Aspen | Sawtimber | 0.8 | MBF | 31.0 | \$3,529.15 |
| | Quaking Aspen | | 5.2 | MBF | | |
| | Red Maple | | 7.1 | MBF | | |
| | White Pine | | 4.7 | MBF | | |
| | Balsam Fir | Pulpwood | 6.0 | Cords | | |
| | Mixed Aspen | | 84.0 | Cords | | |
| | Red Maple | | 127.0 | Cords | | |
| | White Pine | | 34.0 | Cords | | |
| 2 | B. T. Aspen | Sawtimber | 3.6 | MBF | 15.3 | \$3,677.95 |
| | Quaking Aspen | | 4.0 | MBF | | |
| | Red Maple | | 9.8 | MBF | | |
| | Red Oak | | 0.5 | MBF | | |
| | Red Pine | | 2.5 | MBF | | |
| | White Pine | | 1.7 | MBF | | |
| | Mixed Aspen | Pulpwood | 46.0 | Cords | | |
| | Red Maple | | 115.0 | Cords | | |
| | Red Oak | | 2.0 | Cords | | |
| | Red Pine | | 34.0 | Cords | | |
| | White Pine | | 8.0 | Cords | | |
| | | TOTAL: | 39.9 | MBF | | |
| | | TOTAL: | 456.0 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: Early Spring Mix Sale Number: 52-010-17 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue, red and teal 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 areas in Payment Unit 1 are marked with teal paint and are not to be entered.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1 and 2, cut all trees that are two (2) inches or more at DBH except within Payment Unit 1, do not cut any oak, and within Payment Unit 2, do no cut trees marked with teal paint.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

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

3.4 - Damaged Timber

3.4.1 - Damaged timber (6/14)

General Condition and Requirement 3.4 Damaged Timber, defines liquidated damages for undesignated live merchantable trees which are cut or injured. In addition, extreme care should be taken to avoid damage to tree seedlings and saplings.

Within the sale area, if more than 50% of the tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the sale area are damaged, liquidated damages will be assessed at \$250 per acre for all acreage within that specified portion of the sale area that was damaged.

No damage is acceptable to merchantable trees. Within the sale area, if more than 10% 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.

4.1.11 - Permits (2/12)

The Purchaser will secure any necessary permits that may 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

4.2.3 - Road maintenance (8/13)

The following road maintenance may be needed: Within 60 days of completion of hauling, or if no hauling occurs for 60 days, the road must be maintained and graded. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. Damages will be assessed if grading/repair does not occur.

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 bull dozer 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

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines.

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

5.2.1 - Slash

5.2.1.8 - Slash height (12/08)

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

5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the Sale Administrator.

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 (6/10)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

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.

5.2.29 - Shrub protection (9/07)

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

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 is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it 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. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. 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 only be crossed at right angles. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 20 feet of the snowmobile trail must be cut at ground level.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.8 - Protection of Endangered Species

5.8.3 - Red shoulder hawk or goshawk (2/16)

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 15 to July 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.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Turtle Lake 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.

6.2.2 - 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 appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

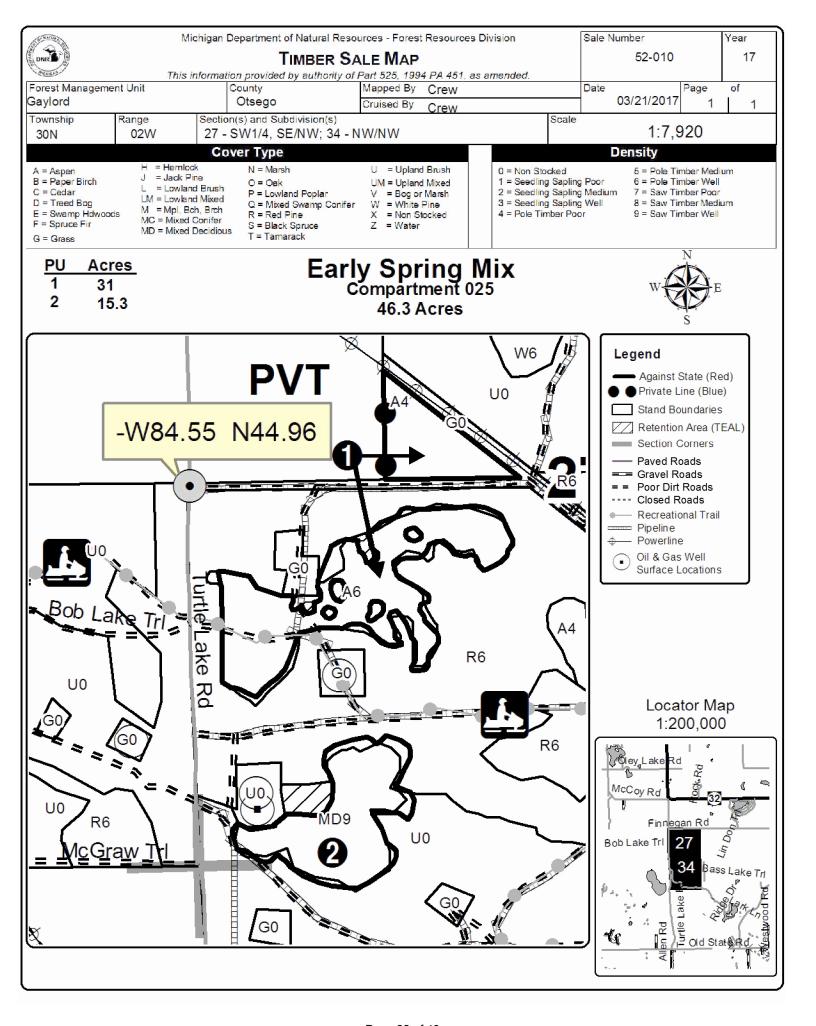
7 - Other Conditions

7.3 - Contract Modifications

7.3.2 - Modification for oak wilt (2/05)

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

Section Name: Sale Specific Current as of 9/1/2017 11:30:48AM



TIMBER SALE INFORMATION

Highline Jack Pine (52-022-17)

Otsego County (Advertised Price \$7,469.00)

SALE NOTE: Predominantly jack pine with some oak, aspen, and red maple. Mostly flat topography. Snowmobile trail and ORV trail within the vicinity.

Payment Units 1 and 3-5 must be chip harvested.

Oak wilt restrictions are in place for Payment Units 1 and 2. In addition, great care must be taken to avoid damage to undesignated oak trees along sale boundaries, retention islands, skid trails, and haul routes during April 15th through July 15th.

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. Access may be through private land.

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

| PRODUCTS & SPECIES | SPECIES ESTIMATED UNITS* | | <u>ADVI</u> | ERTISED PRICE |
|--------------------|--------------------------|-------|-------------|---------------|
| Sawtimber | | | | |
| B. T. Aspen | 0.30 | MBF | \$ | 27.00 / MBF |
| BI/R/Hybrid Oak | 6.80 | MBF | \$ | 51.00 / MBF |
| Jack Pine | 30.40 | MBF | \$ | 23.00 / MBF |
| Red Maple | 2.60 | MBF | \$ | 69.00 / MBF |
| Red Pine | 7.30 | MBF | \$ | 50.00 / MBF |
| Pulpwood | | | | |
| Balsam Fir | 12.00 | Cords | \$ | 10.20 / Cord |
| BI/R/Hybrid Oak | 37.00 | Cords | \$ | 11.40 / Cord |
| Black Spruce | 2.00 | Cords | \$ | 16.75 / Cord |
| Jack Pine | 316.00 | Cords | \$ | 14.85 / Cord |
| Mixed Aspen | 25.00 | Cords | \$ | 9.65 / Cord |
| Red Maple | 17.00 | Cords | \$ | 10.95 / Cord |
| Red Pine | 8.00 | Cords | \$ | 21.60 / Cord |

^{*} 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 \$747.00 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 12/31/2020.

Description of Timber by Payment Unit (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|-----------------|-----------|----------|-------|-------|-----------------|
| 1 | Jack Pine | Sawtimber | 5.0 | MBF | 5.8 | \$796.40 |
| | Jack Pine | Pulpwood | 38.0 | Cords | | |
| | Mixed Aspen | | 11.0 | Cords | | |
| | Red Maple | | 1.0 | Cords | | |
| 2 | B. T. Aspen | Sawtimber | 0.3 | MBF | 7.8 | \$957.15 |
| | Bl/R/Hybrid Oak | | 5.8 | MBF | | |
| | Jack Pine | | 0.4 | MBF | | |
| | Red Maple | | 1.3 | MBF | | |
| | Bl/R/Hybrid Oak | Pulpwood | 23.0 | Cords | | |
| | Jack Pine | | 13.0 | Cords | | |
| | Mixed Aspen | | 8.0 | Cords | | |
| | Red Maple | | 2.0 | Cords | | |
| 3 | BI/R/Hybrid Oak | Sawtimber | 0.6 | MBF | 13.0 | \$2,853.75 |
| | Jack Pine | | 8.1 | MBF | | |
| | Red Maple | | 1.3 | MBF | | |
| | Red Pine | | 6.8 | MBF | | |
| | Balsam Fir | Pulpwood | 3.0 | Cords | | |
| | Bl/R/Hybrid Oak | | 9.0 | Cords | | |
| | Black Spruce | | 2.0 | Cords | | |
| | Jack Pine | | 113.0 | Cords | | |
| | Mixed Aspen | | 6.0 | Cords | | |
| | Red Maple | | 14.0 | Cords | | |
| | Red Pine | | 7.0 | Cords | | |
| 4 | Jack Pine | Sawtimber | 11.3 | MBF | 9.8 | \$1,352.30 |
| | Red Pine | | 0.5 | MBF | | |
| | Balsam Fir | Pulpwood | 6.0 | Cords | | |
| | Bl/R/Hybrid Oak | | 3.0 | Cords | | |
| | Jack Pine | | 64.0 | Cords | | |
| | Red Pine | | 1.0 | Cords | | |
| 5 | Bl/R/Hybrid Oak | Sawtimber | 0.4 | MBF | 12.9 | \$1,509.40 |
| | Jack Pine | | 5.6 | MBF | | |
| | Balsam Fir | Pulpwood | 3.0 | Cords | | |
| | Bl/R/Hybrid Oak | | 2.0 | Cords | | |
| | Jack Pine | | 88.0 | Cords | | |
| | | TOTAL: | 47.4 | MBF | | |
| | | | | | | |

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Sale Specific Conditions & Requirements

Sale Name: Highline Jack Pine Sale Number: 52-022-17 Seq#: 2

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

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

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, 3, 4, & 5, cut all trees that are two (2) inches or more at DBH, with the following exceptions:

Within Payment Unit 1, do not cut red pine and white oak.

Within Payment Unit 2, do not cut red oak marked with green paint, any red pine, and any white oak.

Within Payment Unit 3, do not cut red pine marked with pink paint.

Within Payment Unit 5, do not cut white oak marked with pink paint.

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

2.1.11 - Description of timber note (2/04)

Note that Mixed Aspen includes both quaking and big-tooth.

2.1.15 - Hazard trees near roads (7/13)

Cut and remove all standing dead trees within 50 feet of the cleared portion of Crapo Lake Road. These trees may be utilized or must be scattered back into the sale area.

2.2 - Utilization

2.2.2 - Chipping required (5/14)

Payment Units 1, 3, 4, & 5 must be chip harvested to facilitate subsequent planting operations. The Purchaser has the option to produce sawlogs or pulpwood bolts, but the remaining portion of the trees must be chipped and hauled. Products may be produced as roundwood and forwarded to decking areas in final product length, but the tops must be left intact and skidded to the landing for chipping in order to minimize the amount of residual slash left. Do not chip 1/6 to 1/3 of the slash from harvested trees (tree tops and limbs less than four inches in diameter). Payment Unit 2 does not require chipping. If whole tree skidding occurs in this unit, great care must be taken to avoid damaging residual timber.

2.2.3 - Stump heights (4/07)

Stump heights within Payment Units 1, 3, 4, & 5 shall not exceed 6 inches for all trees. This is in order to facilitate planting operations.

2.2.4 - Skidding length (2/14)

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) 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 merchantable trees. Within the sale area, if more than 5% of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

3.4.2 - 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 pink paint, and also all red pine and white oak in Payment Unit(s) 1 & 2. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$100 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 chipped, utilized or otherwise removed from the sale.

4.1.4 - Timber removed for construction (12/09)

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

4.1.6 - Road construction (1/09)

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. All stumps from road building and landing construction must be reserved to block any newly constructed roads upon completion of the sale. These stumps must be scattered along the road system to prohibit vehicular movement. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

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 bull dozer 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.

4.4 - Access

4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. Should the Purchaser desire to cross private land, a copy of the written permission from the private land-owner may be required by the DNR. This applies if the Consumer's Power line property is utilized for access to Payment Units 3 & 4. Alternative access through state land is available to avoid access through private land.

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.

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

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.

5.1.6 - 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. This condition applies for Payment Unit(s) 3 & 4 if the Consumer's Energy power line property is utilized for harvesting operations. There may also be additional acreage available to harvest on Consumer's Energy property adjacent to the sale. Contact Samuel E. Chansler with Consumer's Energy at 269-207-8797.

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.

5.2.1.10 - No slash in openings (5/10)

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

5.2.1.13 - Dispose of slash as directed (12/05)

Slash is to be disposed of as directed by the Unit Manager or his/her representative.

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 (4/17)

Within Payment Unit(s) 1 and 2, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of April 15 to July 15. This is necessary to reduce the spread of oak wilt. For more information, contact the Unit Manager or his/her representative.

5.2.29 - Shrub protection (9/07)

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 (12/12)

The Crapo Creek Trail is an ORV trail or route and is shown on the Timber Sale Map. Do not cut or damage posts with orange ORV markers. Trees in the sale area with orange ORV markers shall be cut off above the markers and at least 5 feet above ground. 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. Skidding across the trail or route may only occur in locations approved by the sale administrator. Only two or three locations should be necessary. This condition applies to Payment Unit 3.

5.2.41 - Snowmobile trail protection (9/11)

The North Branch Route is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used, it must be maintained and restored to a condition equal to or better than before the sale, prior to December 1. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. The snowmobile trail may not be used for any timber sale operations from December 1 to March 31, without prior approval from the Unit Manager or his/her representative. If the trail is to be used for hauling during the snowmobile season, then a snow covered base must be left on the trail, and the trail must not be blocked by logging trucks at any time. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. All stumps within 20 feet of the snowmobile trail must be cut at ground level. In addition, any trees cut within 5 feet of the trail must have the stumps removed and be disposed of according to the direction of the Unit Manager or his/her representative. This condition applies to Payment Unit(s) 1, 2, & 3.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. When harvesting occurs, there should be no disturbance to the vernal pond depression. All equipment, trees and tops should be kept out of this area. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale. There is a known vernal pond within the retention area of Payment Unit 2.

5.8 - Protection of Endangered Species

5.8.1 - Kirtland's warbler (1) (10/12)

This sale is adjacent to a young jack pine stand which may be used by the endangered Kirtland's Warbler. The Department reserves the right to temporarily restrict all harvesting operations in a buffer zone of up to 500 feet if it is determined that Warbler territory has been established in the adjacent stand. The restricted period, if put into effect, would apply from May 1st to August 15th.

5.8.3 - Red shoulder hawk or goshawk (2/16)

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 15 to July 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

6.2.1 - Road posting (9/09)

The Purchaser is responsible for posting and maintaining caution signs on Crapo Lake Road and Little Crapo Lake 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.

6.2.2 - Snowmobile trail posting (8/09)

The Purchaser is responsible for posting and maintaining caution signs on North Branch Route 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. This condition applies if harvesting and hauling operations are permitted during snowmobile season in Payment Unit(s) 1, 2, & 3.

6.2.3 - Recreational trail posting (2/10)

The Purchaser is responsible for posting and maintaining caution signs on Crapo Creek 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. This condition applies for Payment Unit 3.

7 - Other Conditions

7.2 - Extensions

7.2.4 - Limited extensions (4/17)

Given justification, only one, 1 year extension may be granted if the contract has been paid in full.

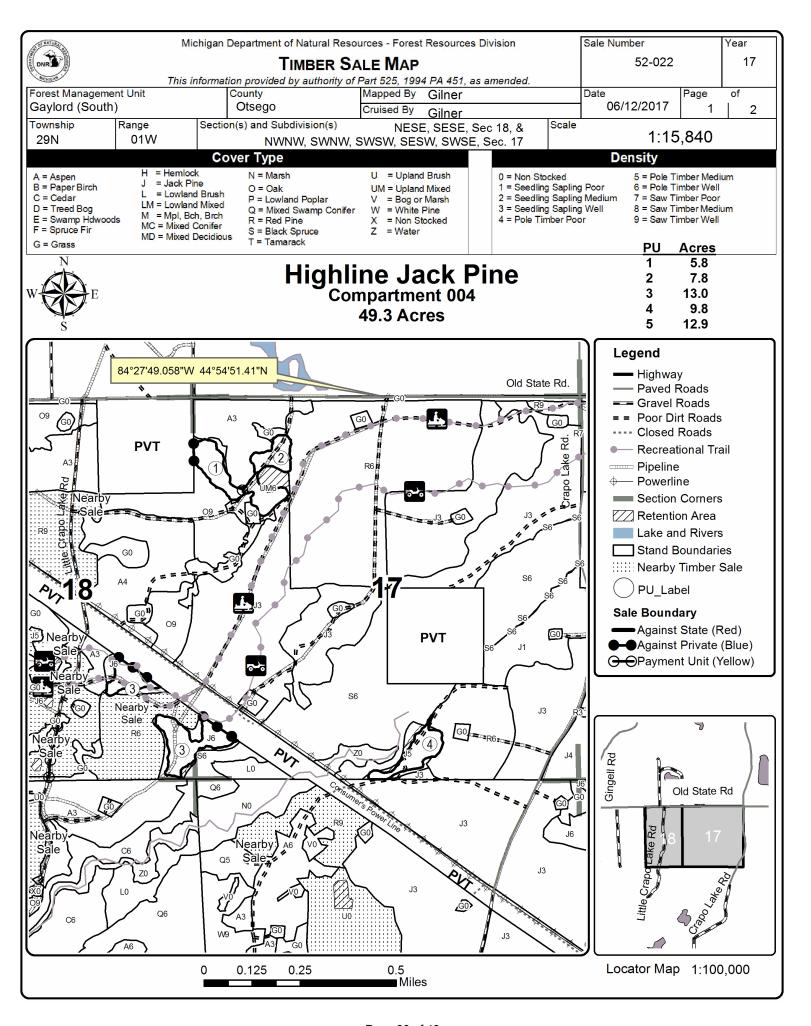
8 - Performance and Settlement

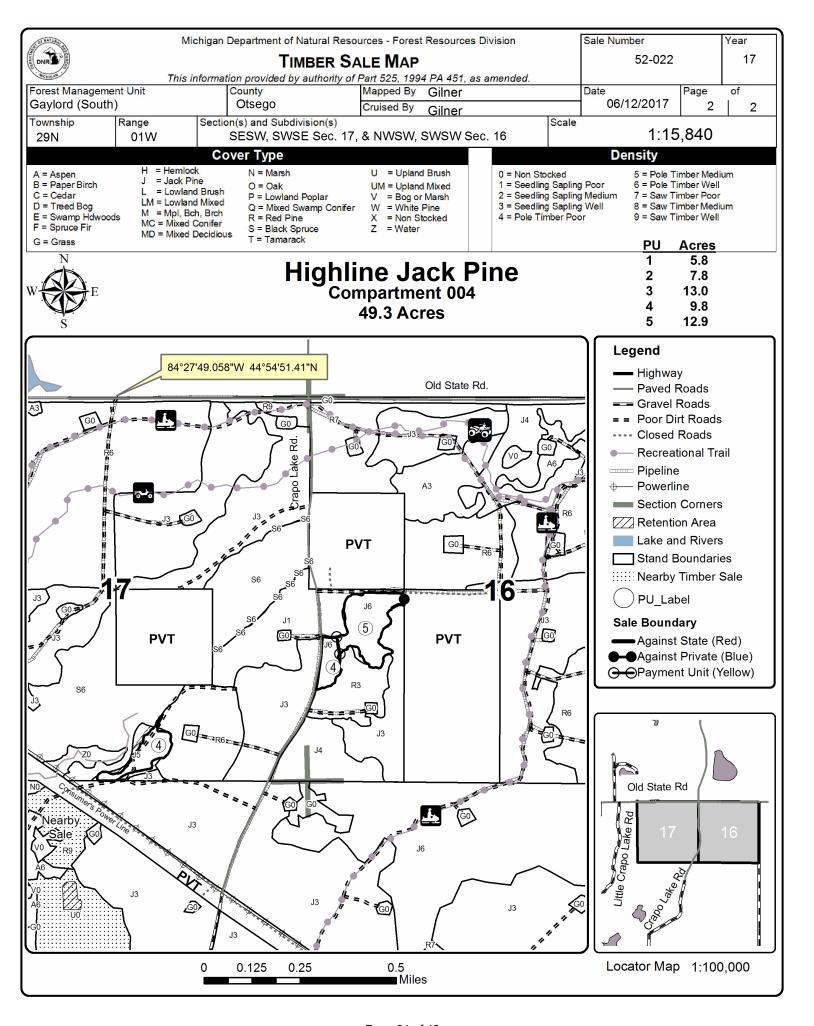
8.3 - Uncompleted or Terminated Contracts

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

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

Section Name: Sale Specific Current as of 9/12/2017 10:54:14AM





TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

BID FORM

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

First Time Red Pine (52-002-18) ; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on March 29, 2018, 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* | ADVERTISED PRICE | BID PRICE/UNIT |
|------------------------------|-------------------|------------------|----------------|
| Black Cherry | 0.90 MBF | \$ 203.00/MBF | \$ |
| Quaking Aspen | 11.80 MBF | \$ 58.00/MBF | \$ |
| Red Maple | 149.40 MBF | \$ 147.00/MBF | \$ |
| Red Pine | 398.60 MBF | \$ 106.00/MBF | \$ |
| Sugar Maple | 9.40 MBF | \$ 293.00/MBF | \$ |
| Pulpwood | | | |
| Mixed Hardwood | 564.00 Cords | \$ 23.50/Cord | \$ |
| Quaking Aspen | 69.00 Cords | \$ 20.65/Cord | \$ |
| Red Pine | 470.00 Cords | \$ 46.30/Cord | \$ |

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

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

| | FEDERAL ID: | or SOCIAL SECU | RITY NUMBER: | | | | | |
|--|--------------------------------|--------------------|----------------------|----------------|--|--|--|--|
| | Company or individual bidding: | | | | | | | |
| | Company representative's name: | | | | | | | |
| | Address: | | | | | | | |
| | City: | State: | Zip: | | | | | |
| IF AVAILA | ABLE, PLEASE PLACE THE PERSO | NALIZED LABEL FROM | YOUR PROSPECTUS IN 1 | THE ABOVE BOX. | | | | |
| 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



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. | 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. | mployees but the sole proprietor. I am not subject to the | | | |
| | B. I certify my business has satisfied its o bligation to the Worked Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the questions or a copy of the BWC-337, please call the Workel | e 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 partners | the number of both full-time and part-time employees, other (if none, you must enter "0"). | | | |
| | Full-time Employees | Part-time Employees | | | |
| Nam | Name of Business | Federal ID (or) Social Security No. | | | |
| Addı | Address T | elephone | | | |
| City | City State Z | ZIP | | | |
| | hereby certify that the above information is true and correct. I and the factors affecting my coverage during any of my present and fu | | | | |
| S | Signature of Owner or Authorized Representative | | | | |
| T | Title | Date | | | |

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

BID FORM

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

Highline Jack Pine (52-022-17) ; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on March 29, 2018, 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.

| - 1 | PRODUCTS & SPECIES | ESTIMATED | VOLUME* | AD\ | /ERTISED PRICE | BID PRICE/UNIT |
|-----|--------------------|------------------|---------|-----|----------------|-----------------------|
| ١ | Sawtimber | | | | | |
| | B. T. Aspen | 0.30 | MBF | \$ | 27.00/MBF | \$ |
| | BI/R/Hybrid Oak | 6.80 | MBF | \$ | 51.00/MBF | \$ |
| | Jack Pine | 30.40 | MBF | \$ | 23.00/MBF | \$ |
| | Red Maple | 2.60 | MBF | \$ | 69.00/MBF | \$ |
| | Red Pine | 7.30 | MBF | \$ | 50.00/MBF | \$ |
| | Pulpwood | | | | | |
| | Balsam Fir | 12.00 | Cords | \$ | 10.20/Cord | \$ |
| | BI/R/Hybrid Oak | 37.00 | Cords | \$ | 11.40/Cord | \$ |
| | Black Spruce | 2.00 | Cords | \$ | 16.75/Cord | \$ |
| | Jack Pine | 316.00 | Cords | \$ | 14.85/Cord | \$ |
| | Mixed Aspen | 25.00 | Cords | \$ | 9.65/Cord | \$ |
| | Red Maple | 17.00 | Cords | \$ | 10.95/Cord | \$ |
| | Red Pine | 8.00 | Cords | \$ | 21.60/Cord | \$ |
| - 1 | | | | | | |

^{*}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 | SECURITY NUMBER | ₹: | |
|-----------|------------------------|--------------------------|------------------|--------------------------|---|
| | Company or individual | bidding: | | <u></u> | |
| | Company representativ | e's name: | | <u></u> | |
| | Address: | | | | |
| | City: | State: | Zip: | | |
| F AVAILA | ABLE, PLEASE PLACE | THE PERSONALIZED LABEL F | ROM YOUR PROSP | PECTUS IN THE ABOVE BOX. | _ |
| ndividual | or company representat | ive's signature: | | Date: | |
| Phone nu | mber : | E | mail (optional): | | |

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

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 | | | | | |
| • | 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 Exc twenty-one (21) days of the contract award and prior to the issue | | | | | | |
| • | All Information must be typed or printed except for written signs | atures. | | | | | |
| Ple | Please Check Appropriate Categories: | | | | | | |
| 1. | My business is organized as (you must check one of the boxe A. Sole Proprietorship (individual) B. Partnership Corporation | es below): | | | | | |
| | A. | s Compensation Act through the use of an approved Notice of lotice of Exclusion within 21 days of the contract award. (For Compensation Bureau at 517-322-1195). vill provide an original Certificate of Insurance within twenty- | | | | | |
| 3. | If you have checked item 2(A) or 2(B), you must indicate the than yourself, including family members and active partners (i Full-time Employees | | | | | | |
| Nam | Name of Business Fed | leral ID (or) Social Security No. | | | | | |
| Addı | Address Tele (| ephone) | | | | | |
| City | City State ZIP | | | | | | |
| | hereby certify that the above information is true and correct. I ag n factors affecting my coverage during any of my present and futu | | | | | | |

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

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

Date

BID FORM

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

Early Spring Mix (52-010-17) ; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on March 29, 2018, 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 | 4.40 | MBF | \$ | 27.00/MBF | \$ |
| Quaking Aspen | 9.20 | MBF | \$ | 27.00/MBF | \$ |
| Red Maple | 16.90 | MBF | \$ | 69.00/MBF | \$ |
| Red Oak | 0.50 | MBF | \$ | 101.00/MBF | \$ |
| Red Pine | 2.50 | MBF | \$ | 50.00/MBF | \$ |
| White Pine | 6.40 | MBF | \$ | 27.00/MBF | \$ |
| Pulpwood | | | | | |
| Balsam Fir | 6.00 | Cords | \$ | 10.20/Cord | \$ |
| Mixed Aspen | 130.00 | Cords | \$ | 9.65/Cord | \$ |
| Red Maple | 242.00 | Cords | \$ | 10.95/Cord | \$ |
| Red Oak | 2.00 | Cords | \$ | 11.40/Cord | \$ |
| Red Pine | 34.00 | Cords | \$ | 21.60/Cord | \$ |
| White Pine | 42.00 | Cords | \$ | 14.35/Cord | \$ |
| | | | | | |

^{*}These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

| | FEDERAL ID: | or SOCIAL SECU | IRITY NUMBER: | | | |
|-----------|---------------------------------------|--------------------|----------------------|---------------|---|--|
| | 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 T | HE ABOVE BOX. | | |
| ndividual | or company representative's signature | e: | | Date: | _ | |
| Phone nu | one 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



Name of Business

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.

| | Part 5 of Act 451 of 1994, as amended. |
|-----|--|
| ۷E | RIFICATION 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 | ease Check Appropriate Categories: |
| 1. | My business is organized as (you must check <u>one</u> of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation |
| 2. | You must check one of the boxes below: A. ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. |
| 3. | If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, other |

| Address | | Telephone | | |
|---|-------|---|--|--|
| | | () | | |
| City | State | ZIP | | |
| | | | | |
| in factors affecting my coverage during any c | | I agree to notify the Michigan DNR of any changes that occur future operations. | | |
| Signature of Owner or Authorized Representative | | | | |
| Title | | Date | | |

Federal ID (or) Social Security No.

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

Full-time Employees

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

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

Part-time Employees

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

EEDEDAI ID:

BID FORM

GAYLORD MANAGEMENT UNIT GAYLORD OFFICE

Parking Lot Remix (52-001-17) ; Otsego COUNTY

In response to the notice of sale to be held 3:00 p.m. (local time) on March 29, 2018, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES Sawtimber | <u>ESTIMATED</u> | VOLUME* | <u>AD\</u> | VERTISED PRICE | BID PRICE/UNIT |
|------------------------------|------------------|---------|------------|----------------|----------------|
| B. T. Aspen | 1.00 | MBF | \$ | 27.00/MBF | \$ |
| Red Pine | 27.30 | MBF | \$ | 50.00/MBF | \$ |
| White Pine | 0.90 | MBF | \$ | 27.00/MBF | \$ |
| Pulpwood | | | | | |
| B. T. Aspen | 11.00 | Cords | \$ | 9.65/Cord | \$ |
| Red Pine | 101.00 | Cords | \$ | 21.60/Cord | \$ |
| Scotch Pine | 9.00 | Cords | \$ | 3.50/Cord | \$ |
| White Pine | 19.00 | Cords | \$ | 14.35/Cord | \$ |

*The volumes are statistically estimated within plus (+) or minus (-) 34.45 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 SECURITY NUMBER: | | | ₹ | | | |
|--|--|--------------------------------|-------------------|---|--|--|--|
| | Company or individu | Company or individual bidding: | | | | | |
| | Company representa | mpany representative's name: | | | | | |
| | Address: | | | | | | |
| | City: | State: | Zip: | | | | |
| IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. | | | | | | | |
| Individual | or company represer | Date: | | | | | |
| Phone number : I | | | Email (optional): | | | | |

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



Michigan Department of Natural Resources Forest Resources Division

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

| • | In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted within twenty-one (21) days of the contract award and prior to the issuance of the timber sale contract. | | | | |
|--------------------------------------|---|------------------------------------|--|--|--|
| • | All Information must be typed or printed except for written signatures. | | | | |
| Please Check Appropriate Categories: | | | | | |
| 1. | My business is organized as (you must check one of the boxes below): A. □ Sole Proprietorship (individual) B. □ Partnership C. □ Corporation | | | | |
| 3. | A. \[\] I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws. B. \[\] I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195). C. \[\] I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award. | | | | |
| Nam | lame of Business | ederal ID (or) Social Security No. | | | |
| Add | Address Te | elephone) | | | |
| City | City State ZI | P | | | |
| in fa | hereby certify that the above information is true and correct. I am factors affecting my coverage during any of my present and fut. Signature of Owner or Authorized Representative | | | | |
| | THE | Dale | | | |

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

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