

DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN

TIMBER SALE PROSPECTUS #6360

SCHEDULED SALE DATE AND TIME: 8:30 a.m. (local time) on March 20, 2019. LOCATION: CRYSTAL FALLS MGMT UNIT, 1420 US 2 WEST, CRYSTAL FALLS, MI 49920.

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

Magic Boot (12-009-18) / T44N, R28W, SEC. 30, W1/2NW,NWSW.

T44N, R28W, SEC. 31, NWNW.

T44N, R29W, SEC. 23, SESE.

T44N, R29W, SEC. 24, S1/2SW, SWSE.

T44N, R29W, SEC. 25, NW, NE, N1/2SW, SWSW, NESE, S1/2SE.

T44N, R29W, SEC. 26, NENW, N1/2NE, SE.

T44N, R29W, SEC. 35, NENE.

T44N, R29W, SEC. 36, N1/2NW, NE, NESE.

Dickinson County, Advertised Price \$252,468.10, 416.5 Acres, Aspen, Hardwood.

SALE NOTE: This sale has received some windthrow damage.

Operations in Payment Units 14, 16, 18, and 23 are limited to frozen ground conditions (see spec 5.2.3.1).

Operations in Payment Units 1-8, 13 and 21 are not permitted during the period of April 15 to July 15 (see spec 5.2.3.3).

Operations in Payment Unit 15 are recommended during frozen/dry conditions (see spec 5.2.22.1).

Little Tick Mix (12-014-18) / T44N, R29W, SEC. 24, NE.

T44N, R29W, SEC. 26, SWNE, NESW, S1/2SW, NWSE, S1/2SE.

T44N, R29W, SEC. 27, S1/2SE.

T44N, R29W, SEC. 34, NENE.

T44N, R29W, SEC. 35, N1/2NW,SWNW,N1/2NE.

Dickinson County, Advertised Price \$93,588.40, 146.3 Acres, Hardwood, Aspen.

SALE NOTE: There is some SBW damage and a small amount of blowdown in this sale.

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

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

Bids must be received by the Unit Manager, CRYSTAL FALLS OFFICE, 1420 US 2 West, Crystal Falls, MI 49920, no later than 8:30 a.m. (local time) on March 20, 2019. For further information concerning this sale, contact Dan McNamee at 906-875-6622.

2. Bidder's Qualifications (5/16)

Purchaser shall obtain workers compensation insurance to cover claims under Michigan's Worker's Disability Compensation Act of 1969 or similar employee benefit act of any other state applicable to an employee. If all or part of a timber sale was prepared by a private contractor, the contractor and that contractor's company are not permitted to bid on the timber sale contract. Bids will not be accepted from individuals or companies appearing on the DNR/FRD No-Bid List. This list contains the names of purchasers who previously failed to execute a contract within 21-days or who have a history of poor performance.

3. Preparation of Sealed Bids (5/16)

Bid Forms may be completed online thru Michigan DNR Timber Sale Online Bidding (OLB) at www.michigan.gov/timberbidding or by completing the hardcopy Bid Form found in the Timber Sale Prospectus. Hardcopy Bid Forms shall be manually signed in ink. Registration in OLB is considered your 'signature' for all bids submitted thru that system. Bid prices must be entered for each species and product in the Bid Price column for all material subject to bidding and all fill-in blanks must be completed. If erasures or other changes appear on the hardcopy Bid Form, each erasure or change must be initialed by the person signing the bid.

4. Submission of Sealed Bids (5/16)

Bid forms may be obtained from the Unit Manager or thru OLB. Bids may be submitted hardcopy or thru OLB. All hardcopy bids must be submitted on the bid form and in an envelope clearly identified as described in this section. NOTE: Only one bid form per bid envelope. Sealed bids must be submitted to the Unit office designated in the prospectus and must be submitted at or prior to the time established in the prospectus. The envelope should show on the outside (a) the sale name or number and (b) the date and time of bid opening, as shown in the prospectus. Bids received after the time specified in the sale prospectus are late bids and will be rejected.

It is possible for a bidder to submit multiple bids on a single sale. For example, a bid may be submitted hardcopy and a bid may be submitted thru OLB. Or, two bidders from the same company could both submit bids on the same sale. If this were to happen, the State would accept all bids received and award the contract accordingly. All bidding and contractual requirements would apply to all bids received.

5. Public Opening of Sealed Bids (7/16)

If conditions permit, the sealed bids will be publicly opened and posted at the time and place set in the prospectus.

If a bidder, present at a bid opening, has submitted bids on more than one sale, that bidder may withdraw their unopened bid envelopes or announce the withdrawal of their online bid after being declared the successful bidder on one sale.

6. Award of Contract (1/11)

Award of the contract will be made to the Bidder whose bid, conforming to the prospectus, is most advantageous to the State of Michigan on the basis of total value at rates bid for the estimated quantities. The State reserves the right to reject any bid or waive any minor irregularity in bids received. A written award mailed (or otherwise furnished) to the successful Bidder shall be deemed to result in a binding contract without further action by either party.

7. Down Payment (1/11)

The Bidder to whom award is made must make a down payment within 21 days of the sale award. The amount of the down payment will be calculated as shown in the Bond and Payment Schedule of this prospectus. Only cash may be used to meet this requirement.

8. Performance Security (1/11)

As guarantee of faithful performance, a cash bond, certificate of deposit, surety bond or irrevocable letter of credit (LOC) is required within 21 days of the sale award. The amount of the performance security is shown in the Bond and

Payment Schedule of this prospectus. If an LOC or surety is used, the coverage must extend for at least 6 months beyond the contract expiration.

9. Timber Sale Contract (7/18)

Additional conditions and requirements common to all timber sales are listed on the timber sale contract (R4031) and are available on line at www.michigan.gov/timber. Contact the Unit Manager for additional information or a sample contract. Within 21 days of the date of the award letter, the bidder must sign the contract and provide the required down payment, performance security, and verification of worker's disability compensation. The down payment and performance security shall be in accordance with the provisions of the timber sale contract, in the sums stated in this prospectus. If these actions are not taken, then the Bidder, the Bidder's corporation, and the corporation's principals may not be permitted to bid on State timber sales for a period of 3 months after the first offense, 6 months after the second offense, and 1 year after the third offense. An offense will only be counted against the Bidder for 5 years. In addition, the Bidder certifies that if awarded this contract, the Bidder will complete the timber sale contract in accordance with its terms and any modifications thereof including requirements to purchase, cut, and remove the included timber by the expiration date.

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

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER
Director

TIMBER SALE INFORMATION

Magic Boot (12-009-18)

T44N, R28W, SEC. 30; T44N, R28W, SEC. 31; T44N, R29W, SEC. 23; T44N, R29W, SEC. 24; T44N, R29W, SEC. 25; T44N, R29W, SEC. 36; T44N, R29W, SEC. 36; T44N, R29W, SEC. 36.

SALE NOTE: This sale has received some windthrow damage.

Operations in Payment Units 14, 16, 18, and 23 are limited to frozen ground conditions (see spec 5.2.3.1).

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Operations in Payment Unit 15 are recommended during frozen/dry conditions (see spec 5.2.22.1).

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 | DDUCTS & SPECIES ESTIMATED UN | | <u>ADV</u> | ERTISED PRICE |
|--------------------|-------------------------------|-------|------------|---------------|
| Sawtimber | | | | |
| Basswood | 327.20 | MBF | \$ | 194.00 / MBF |
| Paper Birch | 8.70 | MBF | \$ | 75.00 / MBF |
| Red Maple | 5.80 | MBF | \$ | 134.00 / MBF |
| Sugar Maple | 52.20 | MBF | \$ | 353.00 / MBF |
| White Ash | 4.90 | MBF | \$ | 82.00 / MBF |
| Yellow Birch | 0.40 | MBF | \$ | 147.00 / MBF |
| Pulpwood | | | | |
| Balsam Fir | 376.00 | Cords | \$ | 19.25 / Cord |
| Basswood | 568.00 | Cords | \$ | 13.90 / Cord |
| Mixed Aspen | 2,614.00 | Cords | \$ | 40.30 / Cord |
| Mixed Hardwood | 1,531.00 | Cords | \$ | 22.05 / Cord |
| Mixed Spruce | 483.00 | Cords | \$ | 29.10 / Cord |
| Red Pine | 4.00 | Cords | \$ | 61.40 / Cord |
| Tamarack | 7.00 | Cords | \$ | 19.65 / 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 \$20,197.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.

(c) Payment for each of the following units must be made before cutting begins in that unit:

PAYMENT UNIT NUMBER

PERCENT OF TOTAL SALE VALUE

| NIT NUMBER | PERCENT OF TOTAL SALE VALUE |
|------------|-----------------------------|
| 01 | 5.1% |
| 02 | 4.2% |
| 03 | 3.3% |
| 04 | 3.5% |
| 05 | 3.8% |
| 06 | 8.9% |
| 07 | 6.7% |
| 08 | 4.2% |
| 09 | 3.5% |
| 10 | 6.2% |
| 11 | 1.7% |
| 12 | 5.1% |
| 13 | 1.0% |
| 14 | 1.7% |
| 15 | 3.9% |
| 16 | 0.8% |
| 17 | 1.8% |
| 18 | 0.9% |
| 19 | 3.4% |
| 20 | 6.6% |
| 21 | 2.7% |
| 22 | 1.0% |
| 23 | 1.8% |
| 24 | 9.2% |
| 25 | 9.0% |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2022.

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|-------------------|------------|----------|-------|-------|---------------------|
| 1 | Basswood | Sawtimber | 16.6 | MBF | 28.2 | \$12,816.60 |
| | Red Maple | | 1.3 | MBF | | |
| | Sugar Maple | | 8.4 | MBF | | |
| | Balsam Fir | Pulpwood | 3.0 | Cords | | |
| | Basswood | | 20.0 | Cords | | |
| | Mixed Hardwood | | 271.0 | Cords | | |
| | Ironwood | | 10.0 | Cords | | |
| | Red Maple | | 2.0 | Cords | | |
| | Sugar Maple | | 259.0 | Cords | | |
| | Mixed Spruce | | 5.0 | Cords | | |
| | White Spruce | | 5.0 | Cords | | |
| 2 | Basswood | Sawtimber | 24.4 | MBF | 13.7 | \$10,610.95 |
| | Sugar Maple | | 4.4 | MBF | | |
| | White Ash | | 4.9 | MBF | | |
| | Balsam Fir | Pulpwood | 5.0 | Cords | | |
| | Basswood | ' | 32.0 | Cords | | |
| | Mixed Aspen | | 27.0 | Cords | | |
| | Quaking Aspen | | 27.0 | Cords | | |
| | Mixed Hardwood | | 104.0 | Cords | | |
| | Sugar Maple | | 89.0 | Cords | | |
| | White Ash | | 13.0 | Cords | | |
| | Yellow Birch | | 2.0 | Cords | | |
| 3 | Basswood | Sawtimber | 29.3 | MBF | 16.4 | \$8,252.60 |
| 0 | Balsam Fir | Pulpwood | 14.0 | Cords | 10.4 | ψ0,232.00 |
| | Basswood | i uipwood | 48.0 | Cords | | |
| | Mixed Hardwood | | 74.0 | Cords | | |
| | Ironwood | | 4.0 | Cords | | |
| | Sugar Maple | | 70.0 | Cords | | |
| 4 | Basswood | Sawtimber | 27.5 | MBF | 16.8 | \$8,878.10 |
| 4 | | Sawtimber | 27.5 | MBF | 10.6 | φο,ο <i>1</i> ο. 10 |
| | Sugar Maple | Dulavia ad | | | | |
| | Basswood | Pulpwood | 53.0 | Cords | | |
| | Mixed Aspen | | 9.0 | Cords | | |
| | Quaking Aspen | | 9.0 | Cords | | |
| | Mixed Hardwood | | 66.0 | Cords | | |
| | Ironwood | | 1.0 | Cords | | |
| | Sugar Maple | <u> </u> | 65.0 | Cords | | |
| 5 | Basswood | Sawtimber | 39.6 | MBF | 18.2 | \$9,694.55 |
| | Sugar Maple | | 2.0 | MBF | | |
| | Basswood | Pulpwood | 67.0 | Cords | | |
| | Mixed Hardwood | | 17.0 | Cords | | |
| | Sugar Maple | | 17.0 | Cords | | |
| 6 | Basswood | Sawtimber | 83.4 | MBF | 30.2 | \$22,489.40 |
| | Sugar Maple | | 6.6 | MBF | | |
| | Basswood | Pulpwood | 126.0 | Cords | | |
| | Mixed Aspen | | 17.0 | Cords | | |
| | Quaking Aspen | | 17.0 | Cords | | |
| | Mixed Hardwood | | 70.0 | Cords | | |
| | Sugar Maple | | 70.0 | Cords | | |
| 7 | Basswood | Sawtimber | 66.0 | MBF | 24.5 | \$16,932.20 |
| | Sugar Maple | | 2.6 | MBF | | |
| | Balsam Fir | Pulpwood | 14.0 | Cords | | |
| | Basswood | · | 99.0 | Cords | | |
| | Mixed Aspen | | 6.0 | Cords | | |
| | Quaking Aspen | | 6.0 | Cords | | |
| V | Mixed Hardwood | | 60.0 | Cords | | |
| | I WIIXEU HALUWUUU | | | | | |

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|---------------|----------------|-------|-------------------|
| | Sugar Maple | | 56.0 | Cords | | |
| 8 | Basswood | Sawtimber | 13.6 | MBF | 21.0 | \$10,611.65 |
| | Sugar Maple | | 15.1 | MBF | | |
| | Basswood | Pulpwood | 39.0 | Cords | | |
| | Mixed Aspen | | 10.0 | Cords | | |
| | Quaking Aspen | | 10.0 | Cords | | |
| | Mixed Hardwood | | 77.0 | Cords | | |
| | Ironwood | | 2.0 | Cords | | |
| | Paper Birch | | 5.0 | Cords | | |
| | Sugar Maple | | 70.0 | Cords | | |
| 9 | Sugar Maple | Sawtimber | 0.5 | MBF | 13.5 | \$8,950.60 |
| | Balsam Fir | Pulpwood | 29.0 | Cords | | , , , , , , , , |
| | Mixed Aspen | | 191.0 | Cords | | |
| | Balsam Poplar | | 39.0 | Cords | | |
| | Quaking Aspen | | 152.0 | Cords | | |
| | Mixed Hardwood | | 9.0 | Cords | | |
| | Black Cherry | | 3.0 | Cords | | |
| | Sugar Maple | | 6.0 | Cords | | |
| | Mixed Spruce | | 11.0 | Cords | | |
| | Black Spruce | | 8.0 | Cords | | |
| | White Spruce | | 3.0 | Cords | | |
| 10 | Paper Birch | Sawtimber | 1.4 | MBF | 34.9 | \$15,553.70 |
| 10 | Balsam Fir | Pulpwood | 44.0 | Cords | 34.9 | φ10,000.70 |
| | Basswood | i uipwood | 4.0 | Cords | | |
| | Mixed Aspen | | 291.0 | Cords | | |
| | B. T. Aspen | | 291.0 | Cords | | |
| | Quaking Aspen | | 27.0 264.0 | Cords | | |
| | Mixed Hardwood | | 112.0 | Cords | | |
| | | | 49.0 | Cords | | |
| | Paper Birch | | | | | |
| | Red Maple | | 40.0 20.0 | Cords Cords | | |
| | Sugar Maple | | 3.0 | l | | |
| | Yellow Birch | | | Cords | | |
| | Mixed Spruce | | 12.0 | Cords | | |
| | White Spruce | D | 12.0 | Cords | 40.0 | * 4.000.05 |
| 11 | Balsam Fir | Pulpwood | 5.0 | Cords | 10.6 | \$4,230.25 |
| | Mixed Aspen | | 79.0 | Cords | | |
| | Quaking Aspen | | 79.0 | Cords | | |
| | Mixed Hardwood | | 28.0 | Cords | | |
| | Red Maple | | 21.0 | Cords | | |
| | Sugar Maple | | 7.0 | Cords | | |
| | Mixed Spruce | | 3.0 | Cords | | |
| | White Spruce | | 3.0 | Cords | | |
| | Red Pine | | 4.0 | Cords | | |
| 12 | Basswood | Sawtimber | 3.7 | MBF | 20.9 | \$13,001.55 |
| | Red Maple | | 1.8 | MBF | | |
| | Sugar Maple | | 1.9 | MBF | | |
| | Balsam Fir | Pulpwood | 13.0 | Cords | | |
| | Basswood | | 13.0 | Cords | | |
| | Mixed Aspen | | 218.0 | Cords | | |
| | B. T. Aspen | | 3.0 | Cords | | |
| | Balsam Poplar | | 15.0 | Cords | | |
| | Quaking Aspen | | 200.0 | Cords | | |
| | Mixed Hardwood | | 74.0 | Cords | | |
| | Red Maple | | 25.0 | Cords | | |
| | Sugar Maple | | 49.0 | Cords | | |
| | | | | | | |

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----------|----------------|-----------|----------|-------|-------|-----------------|
| 12 con't | White Spruce | Pulpwood | 18.0 | Cords | | |
| 13 | Basswood | Sawtimber | 5.9 | MBF | 5.7 | \$2,473.30 |
| | Sugar Maple | | 0.5 | MBF | | |
| | Basswood | Pulpwood | 19.0 | Cords | | |
| | Mixed Aspen | | 10.0 | Cords | | |
| | Quaking Aspen | | 10.0 | Cords | | |
| | Mixed Hardwood | | 22.0 | Cords | | |
| | Sugar Maple | | 22.0 | Cords | | |
| 14 | Paper Birch | Sawtimber | 0.8 | MBF | 5.9 | \$4,344.00 |
| | Balsam Fir | Pulpwood | 7.0 | Cords | | |
| | Mixed Aspen | - | 46.0 | Cords | | |
| | Balsam Poplar | | 31.0 | Cords | | |
| | Quaking Aspen | | 15.0 | Cords | | |
| | Mixed Hardwood | | 17.0 | Cords | | |
| | Paper Birch | | 17.0 | Cords | | |
| | Mixed Spruce | | 66.0 | Cords | | |
| | Black Spruce | | 66.0 | Cords | | |
| 15 | Paper Birch | Sawtimber | 2.9 | MBF | 19.1 | \$9,816.3 |
| | Sugar Maple | | 0.4 | MBF | | 40,0100 |
| | Yellow Birch | | 0.4 | MBF | | |
| | Balsam Fir | Pulpwood | 32.0 | Cords | | |
| | Mixed Aspen | 1 dipwood | 149.0 | Cords | | |
| | Balsam Poplar | | 3.0 | Cords | | |
| | Quaking Aspen | | 146.0 | Cords | | |
| | Mixed Hardwood | | 93.0 | Cords | | |
| | Black Cherry | | 1.0 | Cords | | |
| | Paper Birch | | 38.0 | Cords | | |
| | - | | | I | | |
| | Red Maple | | 32.0 | Cords | | |
| | Sugar Maple | | 16.0 | Cords | | |
| | White Ash | | 5.0 | Cords | | |
| | Yellow Birch | | 1.0 | Cords | | |
| | Mixed Spruce | | 25.0 | Cords | | |
| | Black Spruce | | 18.0 | Cords | | |
| | White Spruce | | 7.0 | Cords | | |
| 16 | Balsam Fir | Pulpwood | 3.0 | Cords | 4.4 | \$1,983.5 |
| | Mixed Aspen | | 10.0 | Cords | | |
| | Balsam Poplar | | 2.0 | Cords | | |
| | Quaking Aspen | | 8.0 | Cords | | |
| | Mixed Hardwood | | 7.0 | Cords | | |
| | Paper Birch | | 7.0 | Cords | | |
| | Mixed Spruce | | 45.0 | Cords | | |
| | Black Spruce | | 45.0 | Cords | | |
| | Tamarack | | 3.0 | Cords | | |
| 17 | Balsam Fir | Pulpwood | 8.0 | Cords | 6.3 | \$4,530.2 |
| | Mixed Aspen | | 88.0 | Cords | | |
| | Quaking Aspen | | 88.0 | Cords | | |
| | Mixed Hardwood | | 2.0 | Cords | | |
| | Paper Birch | | 2.0 | Cords | | |
| | Mixed Spruce | | 27.0 | Cords | | |
| | Black Spruce | | 8.0 | Cords | | |
| | White Spruce | | 19.0 | Cords | | |
| 18 | Balsam Fir | Pulpwood | 5.0 | Cords | 3.6 | \$2,195.8 |
| | Mixed Aspen | | 47.0 | Cords | | |
| | Balsam Poplar | | 38.0 | Cords | | |
| | Quaking Aspen | | 9.0 | Cords | | |
| | Mixed Hardwood | | 8.0 | Cords | 1 | |

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|--|-----------------------|---------------|----------------|-------|----------------------|
| | American Elm | | 2.0 | Cords | | |
| | Paper Birch | | 6.0 | Cords | | |
| | Mixed Spruce | | 1.0 | Cords | | |
| | White Spruce | | 1.0 | Cords | | |
| 19 | Balsam Fir | Pulpwood | 7.0 | Cords | 18.6 | \$8,548.95 |
| | Mixed Aspen | | 55.0 | Cords | | |
| | Balsam Poplar | | 32.0 | Cords | | |
| | Quaking Aspen | | 23.0 | Cords | | |
| | Mixed Hardwood | | 36.0 | Cords | | |
| | Paper Birch | | 33.0 | Cords | | |
| | Red Maple | | 3.0 | Cords | | |
| | Mixed Spruce | | 183.0 | Cords | | |
| | Black Spruce | | 183.0 | Cords | | |
| | Tamarack | | 4.0 | Cords | | |
| 20 | Sugar Maple | Sawtimber | 1.9 | MBF | 19.6 | \$16,780.00 |
| | Balsam Fir | Pulpwood | 46.0 | Cords | | |
| | Basswood | | 15.0 | Cords | | |
| | Mixed Aspen | | 330.0 | Cords | | |
| | Balsam Poplar | | 4.0 | Cords | | |
| | Quaking Aspen | | 326.0 | Cords | | |
| | Mixed Hardwood | | 62.0 | Cords | | |
| | Red Maple | | 5.0 | Cords | | |
| | Sugar Maple | | 53.0 | Cords | | |
| | White Ash | | 4.0 | Cords | | |
| | Mixed Spruce | | 12.0 | Cords | | |
| | White Spruce | | 12.0 | Cords | | |
| 21 | Basswood | Sawtimber | 17.2 | MBF | 12.8 | \$6,747.20 |
| | Sugar Maple | | 2.9 | MBF | | |
| | Balsam Fir | Pulpwood | 3.0 | Cords | | |
| | Basswood | • | 32.0 | Cords | | |
| | Mixed Aspen | | 9.0 | Cords | | |
| | Balsam Poplar | | 3.0 | Cords | | |
| | Quaking Aspen | | 6.0 | Cords | | |
| | Mixed Hardwood | | 69.0 | Cords | | |
| | Sugar Maple | | 69.0 | Cords | | |
| 22 | Basswood | Pulpwood | 1.0 | Cords | 3.6 | \$2,512.50 |
| | Mixed Aspen | • | 62.0 | Cords | | |
| | Quaking Aspen | | 62.0 | Cords | | |
| 23 | Red Maple | Sawtimber | 2.7 | MBF | 7.9 | \$4,547.40 |
| | Balsam Fir | Pulpwood | 11.0 | Cords | | , , |
| | Mixed Aspen | ' | 56.0 | Cords | | |
| | Quaking Aspen | | 56.0 | Cords | | |
| | Mixed Hardwood | | 33.0 | Cords | | |
| | Black Ash | | 1.0 | Cords | | |
| | Paper Birch | | 14.0 | Cords | | |
| | Red Maple | | 14.0 | Cords | | |
| | Sugar Maple | | 1.0 | Cords | | |
| | Yellow Birch | | 3.0 | Cords | | |
| | Mixed Spruce | | 34.0 | Cords | | |
| | 1 | | 34.0 | Cords | | |
| | Black Spruce | | 0 | | | ¢22 442 00 |
| 24 | Black Spruce | Sawtimber | 22 | l MRF |) ツ/× | יסי בורי לה |
| 24 | Sugar Maple | Sawtimber Pulpwood | 2.2 46.0 | MBF Cords | 27.8 | \$23, 143.0C |
| 24 | Sugar Maple Balsam Fir | Sawtimber Pulpwood | 46.0 | Cords | 27.8 | \$23, 143.6C |
| 24 | Sugar Maple Balsam Fir Mixed Aspen | | 46.0 458.0 | Cords Cords | 27.8 | \$23,143.80 |
| 24 | Sugar Maple Balsam Fir | | 46.0 | Cords | 27.8 | \$23,143. 0 C |

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| | Paper Birch | | 17.0 | Cords | | |
| | Red Maple | | 13.0 | Cords | | |
| | Sugar Maple | | 90.0 | Cords | | |
| | Mixed Spruce | | 13.0 | Cords | | |
| | White Spruce | | 13.0 | Cords | | |
| 25 | Paper Birch | Sawtimber | 3.6 | MBF | 32.3 | \$22,822.85 |
| | Balsam Fir | Pulpwood | 81.0 | Cords | | |
| | Mixed Aspen | | 446.0 | Cords | | |
| | Quaking Aspen | | 446.0 | Cords | | |
| | Mixed Hardwood | | 100.0 | Cords | | |
| | Paper Birch | | 35.0 | Cords | | |
| | Red Maple | | 60.0 | Cords | | |
| | Sugar Maple | | 5.0 | Cords | | |
| | Mixed Spruce | | 28.0 | Cords | | |
| | Black Spruce | | 14.0 | Cords | | |
| | White Spruce | | 14.0 | Cords | | |
| | | TOTAL: | 399.2 | MBF | | |
| | | TOTAL: | 5,583.0 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: Magic Boot Sale Number: 12-009-18 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (1/14)

The sale boundary and Payment Unit boundaries are marked and identified by blue 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. Interior Payment Unit boundaries are marked with double red paint marks. The painted boundary line trees are not Included Timber and are to be protected, unless marked with orange paint. Double red marked 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) 9, 10, 14-20, and 23-25, cut all aspen and maple trees that are two (2) inches or more at DBH. In addition, cut all other species which meet minimum piece specifications in 2.2 Utilization (100" piece to a top diameter inside bark of 4 inches), except do not cut red pine, white pine, cedar, hemlock, oak or sub-merchantable cherry.

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

Within Payment Unit(s) 12 and 22, cut all trees which meet minimum piece specifications in 2.2 Utilization (100" piece to a top diameter inside bark of 4 inches), except do not cut red pine, white pine, cedar, hemlock, oak and sub-merchantable cherry.

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

Within Payment Unit(s) 1-8 and 21, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability.

Within Payment Unit(s) 11 and 13, all trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, within Payment Unit 11, cut all aspen which meet minimum piece specifications in 2.2 Utilization (100" piece to a top diameter inside bark of 4 inches). Also, within Payment Unit 13, cut all aspen, balsam and spruce which meet minimum piece specifications in 2.2 Utilization.

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.

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

4.1.1 - Stream crossings, general (3/11)

All stream crossing structures will be temporary and therefore, shall be provided by the Purchaser, and must be removed upon completion of the sale. All permits for stream crossings will be provided by the Purchaser.

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 or 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. Some existing roads may also need to be closed, see the Timber Sale Map for locations. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.3 - Public Right-of-Way

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to all payment units along a county road.

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 landowner is required by the DNR before any operations begin.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operation to determine landing and road locations and general operations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule a conference.

5.2 - Conduct of Operations

5.2.1 - Slash

5.2.1.11 - Slash for reforestation (5/07)

To facilitate reforestation, Payment Units 9, 10, 12, 14-20, and 22-25 shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

5.2.1.13 - 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

5.2.3.1 - Operating restrictions (9/11)

Within Payment Unit(s) 14, 16, 18, and 23, unless otherwise agreed upon by the sale administrator, cutting, skidding, and hauling are limited to frozen ground conditions. This restriction is due to wet ground conditions.

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-8, 13 and 21, 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.

5.2.22 - Operating Caution

5.2.22.1 - Operating caution (6/11)

It is recommended, but not required, that within Payment Unit(s) 15, cutting, skidding, and hauling occur during dry summer or frozen winter conditions. The reason for the recommendation is because of wet ground conditions.

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.

5.4.2 - 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

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

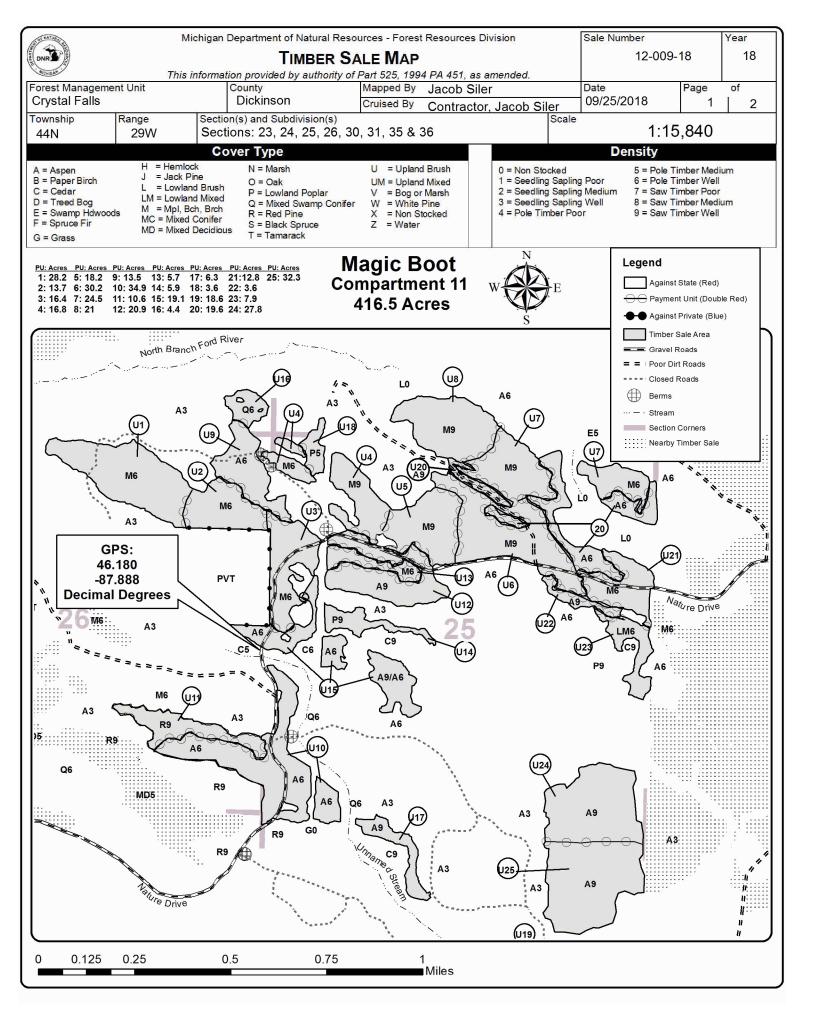
7 - Other Conditions

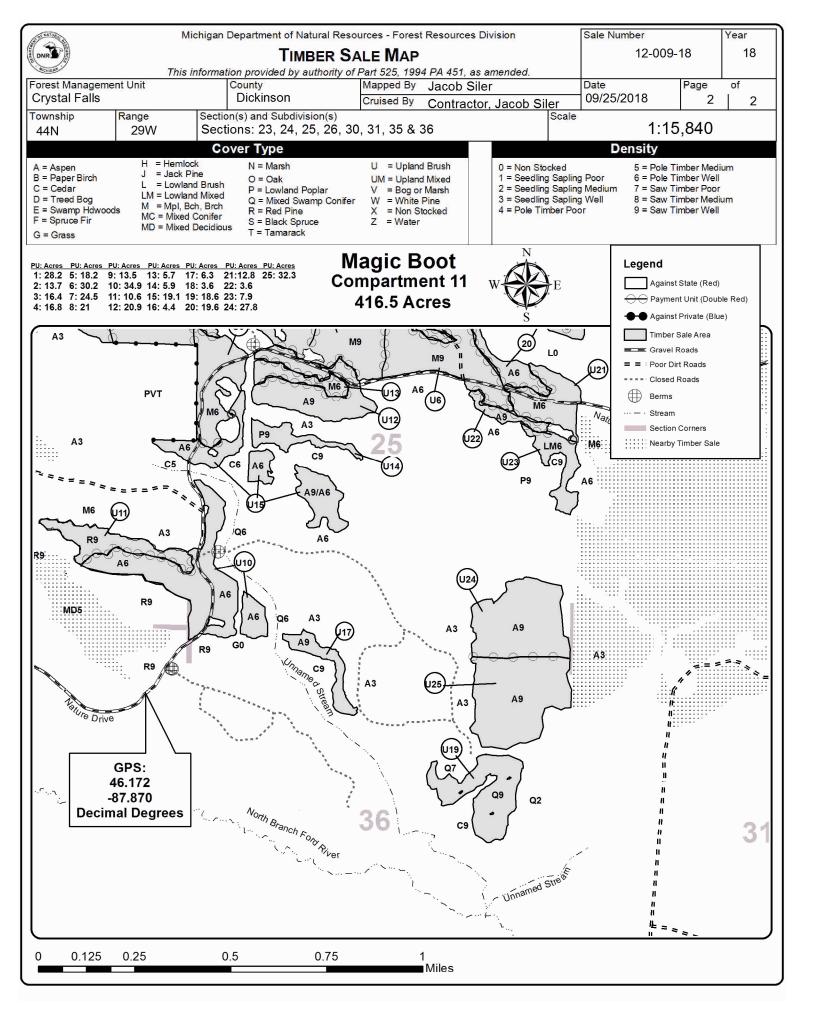
7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 2/14/2019 11:07:48AM





TIMBER SALE INFORMATION

Little Tick Mix (12-014-18)

T44N, R29W, SEC. 24; T44N, R29W, SEC. 26; T44N, R29W, SEC. 27; T44N, R29W, SEC. 34; T44N, R29W, SEC. 35.

Dickinson County (Advertised Price \$93,588.40)

SALE NOTE: There is some SBW damage and a small amount of blowdown in this sale.

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 | ESTIMATE | D UNITS* | <u>ADV</u> | ERTISED PRICE |
|--------------------|-----------------|----------|------------|---------------|
| Sawtimber | | | | |
| Basswood | 47.10 | MBF | \$ | 194.00 / MBF |
| Paper Birch | 13.60 | MBF | \$ | 75.00 / MBF |
| Red Maple | 2.50 | MBF | \$ | 134.00 / MBF |
| Red Pine | 48.20 | MBF | \$ | 149.00 / MBF |
| Sugar Maple | 11.40 | MBF | \$ | 353.00 / MBF |
| White Pine | 0.50 | MBF | \$ | 68.00 / MBF |
| Pulpwood | | | | |
| Balsam Fir | 123.00 | Cords | \$ | 19.25 / Cord |
| Basswood | 120.00 | Cords | \$ | 13.90 / Cord |
| Mixed Aspen | 541.00 | Cords | \$ | 40.30 / Cord |
| Mixed Hardwood | 610.00 | Cords | \$ | 22.05 / Cord |
| Mixed Spruce | 344.00 | Cords | \$ | 29.10 / Cord |
| Red Pine | 320.00 | Cords | \$ | 61.40 / Cord |
| Tamarack | 2.00 | Cords | \$ | 19.65 / Cord |
| White Pine | 65.00 | Cords | \$ | 44.15 / Cord |

^{*} The total volume is statistically estimated within plus (+) or minus (-) 8.02 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 \$7,487.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
 - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
 - (b) The 10% down payment will be credited towards the first unit cut.
 - (c) Payment for each of the following units must be made before cutting begins in that unit:

| PAYMENT UNIT NUMBER | PERCENT OF TOTAL SALE VALUE |
|---------------------|-----------------------------|
| 01 | 17.9% |
| 02 | 6.3% |
| 03 | 8.0% |
| 04 | 3.3% |
| 05 | 7.1% |
| 06 | 12.9% |
| 07 | 7.3% |
| 08 | 36.2% |
| 09 | 1.0% |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2022.

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|------------------------------|------------|------------|------------|-------|-------------------|
| 1 | Basswood | Sawtimber | 26.6 | MBF | 24.9 | \$16,736.05 |
| | Paper Birch | | 1.2 | MBF | | |
| | Red Maple | | 1.2 | MBF | | |
| | Sugar Maple | | 9.6 | MBF | | |
| | Basswood | Pulpwood | 65.0 | Cords | | |
| | Mixed Aspen | | 70.0 | Cords | | |
| | Balsam Poplar | | 7.0 | Cords | | |
| | Quaking Aspen | | 63.0 | Cords | | |
| | Mixed Hardwood | | 191.0 | Cords | | |
| | Ironwood | | 3.0 | Cords | | |
| | Paper Birch | | 7.0 | Cords | | |
| | Red Maple | | 25.0 | Cords | | |
| | Sugar Maple | | 156.0 | Cords | | |
| 2 | Basswood | Sawtimber | 20.5 | MBF | 5.3 | \$5,862.00 |
| _ | Sugar Maple | | 1.8 | MBF | | 70,000 |
| | Basswood | Pulpwood | 55.0 | Cords | | |
| | Mixed Hardwood | | 22.0 | Cords | | |
| | Sugar Maple | | 22.0 | Cords | | |
| 3 | Red Pine | Sawtimber | 9.5 | MBF | 15.1 | \$7,495.35 |
| Ü | Balsam Fir | Pulpwood | 25.0 | Cords | 10.1 | ψ, 100.00 |
| | Mixed Aspen | i dipwood | 3.0 | Cords | | |
| | Balsam Poplar | | 3.0 | Cords | | |
| | Mixed Spruce | | 11.0 | Cords | | |
| | White Spruce | | 11.0 | Cords | | |
| | Red Pine | | 84.0 | Cords | | |
| 4 | Red Pine | Sawtimber | 5.3 | MBF | 3.4 | \$3,090.40 |
| 4 | | | 2.0 | l | 3.4 | \$3,090.40 |
| | Balsam Fir | Pulpwood | | Cords | | |
| | Mixed Spruce | | 6.0 | Cords | | |
| | White Spruce | | 6.0 | Cords | | |
| _ | Red Pine | Cautinghan | 34.0 | Cords | 13.4 | #C C22 00 |
| 5 | Paper Birch | Sawtimber | 2.3 0.5 | MBF MBF | 13.4 | \$6,622.80 |
| | Red Maple | Dulavia ad | | l | | |
| | Balsam Fir | Pulpwood | 25.0 | Cords | | |
| | Mixed Aspen | | 78.0 | Cords | | |
| | B. T. Aspen | | 1.0 | Cords | | |
| | Quaking Aspen | | 77.0 | Cords | | |
| | Mixed Hardwood | | 71.0 | Cords | | |
| | Paper Birch | | 50.0 | Cords | | |
| | Red Maple | | 20.0 | Cords | | |
| | Sugar Maple | | 1.0 | Cords | | |
| | Mixed Spruce | | 41.0 | Cords | | |
| | Black Spruce White Spruce | | 27.0 | Cords | | |
| | | 0 | 14.0 | Cords | 04.0 | #40.044.50 |
| 6 | Paper Birch | Sawtimber | 4.1 | MBF | 24.2 | \$12,044.50 |
| | Red Maple | D 1 | 0.8 | MBF | | |
| | Balsam Fir | Pulpwood | 44.0 | Cords | | |
| | Mixed Aspen | | 143.0 | Cords | | |
| | B. T. Aspen | | 3.0 | Cords | | |
| | Quaking Aspen | | 140.0 | Cords | | |
| | Mixed Hardwood | | 130.0 | Cords | | |
| | Paper Birch | | 91.0 | Cords | | |
| | Red Maple | | 36.0 | Cords | | |
| | Sugar Maple | | 3.0 | Cords | | |
| | Mixed Spruce | | 74.0 | Cords | | |
| | Black Spruce | | 49.0 | Cords | | |
| | White Spruce | | 25.0 | Cords | • | |

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|----------|-------|-------|-----------------|
| 7 | Paper Birch | Sawtimber | 3.2 | MBF | 16.7 | \$6,816.95 |
| | Balsam Fir | Pulpwood | 21.0 | Cords | | |
| | Mixed Aspen | | 83.0 | Cords | | |
| | B. T. Aspen | | 5.0 | Cords | | |
| | Quaking Aspen | | 78.0 | Cords | | |
| | Mixed Hardwood | | 42.0 | Cords | | |
| | Paper Birch | | 22.0 | Cords | | |
| | Red Maple | | 20.0 | Cords | | |
| | Mixed Spruce | | 64.0 | Cords | | |
| | Black Spruce | | 37.0 | Cords | | |
| | White Spruce | | 27.0 | Cords | | |
| | Tamarack | | 2.0 | Cords | | |
| 8 | Paper Birch | Sawtimber | 2.8 | MBF | 40.6 | \$30,298.35 |
| | Red Pine | | 33.4 | MBF | | |
| | White Pine | | 0.5 | MBF | | |
| | Balsam Fir | Pulpwood | 3.0 | Cords | | |
| | Mixed Aspen | | 156.0 | Cords | | |
| | B. T. Aspen | | 3.0 | Cords | | |
| | Quaking Aspen | | 153.0 | Cords | | |
| | Mixed Hardwood | | 87.0 | Cords | | |
| | Paper Birch | | 40.0 | Cords | | |
| | Red Maple | | 46.0 | Cords | | |
| | Sugar Maple | | 1.0 | Cords | | |
| | Mixed Spruce | | 53.0 | Cords | | |
| | White Spruce | | 53.0 | Cords | | |
| | Red Pine | | 202.0 | Cords | | |
| | White Pine | | 65.0 | Cords | | |
| 9 | Balsam Fir | Pulpwood | 3.0 | Cords | 2.7 | \$933.95 |
| | Mixed Aspen | | 8.0 | Cords | | |
| | Quaking Aspen | | 8.0 | Cords | | |
| | Mixed Hardwood | | 4.0 | Cords | | |
| | Paper Birch | | 4.0 | Cords | | |
| | Mixed Spruce | | 16.0 | Cords | | |
| | Black Spruce | | 3.0 | Cords | | |
| | White Spruce | | 13.0 | Cords | | |
| | | TOTAL: | 123.3 | MBF | | |
| | | TOTAL: | 1,983.0 | Cords | | |

Page 21 of 30

Sale Specific Conditions & Requirements

Sale Name: Little Tick Mix Sale Number: 12-014-18 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 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. Interior Payment Unit boundaries are marked with double red paint marks. The painted boundary line trees are not Included Timber and are to be protected, unless marked with orange paint. Double red paint marked trees are designating an interior Payment Unit boundary and 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) 5, 6, 7, and 9, cut all aspen and maple trees that are two (2) inches or more at DBH. In addition, cut all other species which meet minimum piece specifications in 2.2 Utilization (100" piece to a top diameter inside bark of 4 inches), except do not cut any red pine, white pine, cedar, oak, hemlock and sub-merchantable cherry.

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

Within Payment Unit(s) 3, 4 and 8, all red pine and white pine trees are designated for cutting when marked with orange paint above and below stump height, regardless of merchantability. In addition, cut all other trees which meet minimum piece specifications in 2.2 Utilization (100" piece to a top diameter inside bark of 4 inches), except do not cut oak, cedar and hemlock.

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.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) 8 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 20% 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 \$100 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

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

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Temporary berms may be required if no sale activity occurs for 30 or more consecutive days. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.1 - Hauling restriction (12/08)

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

4.2.3 - Road maintenance (8/13)

The following road maintenance will be required in Payment Units 2 and 3. The access road into Payment Units 2 and 3 must be maintained daily to be passible by a 2 wheel drive conventional vehicle. This requirement is to ensure access to a private residence via a department road.

4.3 - Public Right-of-Way

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

The county must be contacted prior to crossing or harvesting in the county road R-O-W. This applies to all Payment Units along county roads.

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 landowner is required by the DNR before any operations can begin.

5 - Operations

5.1 - Notification

5.1.1 - Pre-sale conference (10/16)

A pre-sale conference between the Purchaser and sale administrator is required prior to beginning any operations to determine landing, road locations and general operations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

5.2 - Conduct of Operations

5.2.1 - Slash

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

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 1-4 and 8, unless otherwise agreed upon by the sale administrator, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

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.

5.2.37 - No decking areas (12/08)

No decking is allowed along county roads adjacent to the timber sale without permission of the Dickinson County Road Commission and the Unit Manager or his/her representative.

5.4 - Soil Protection

5.4.1 - Rutting restriction, general (7/16)

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

5.4.3 - Erosion control (12/08)

Skid trails or haul roads may require erosion control structures or berms per direction of the Unit Manager or his/her representative.

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

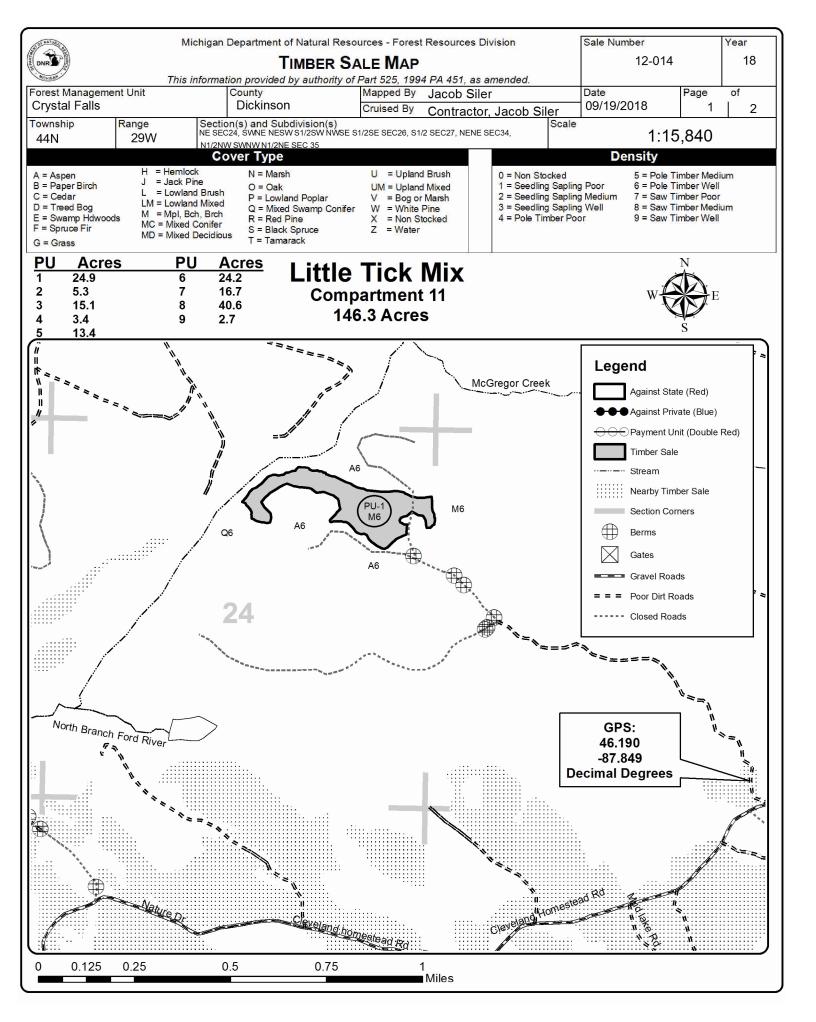
7 - Other Conditions

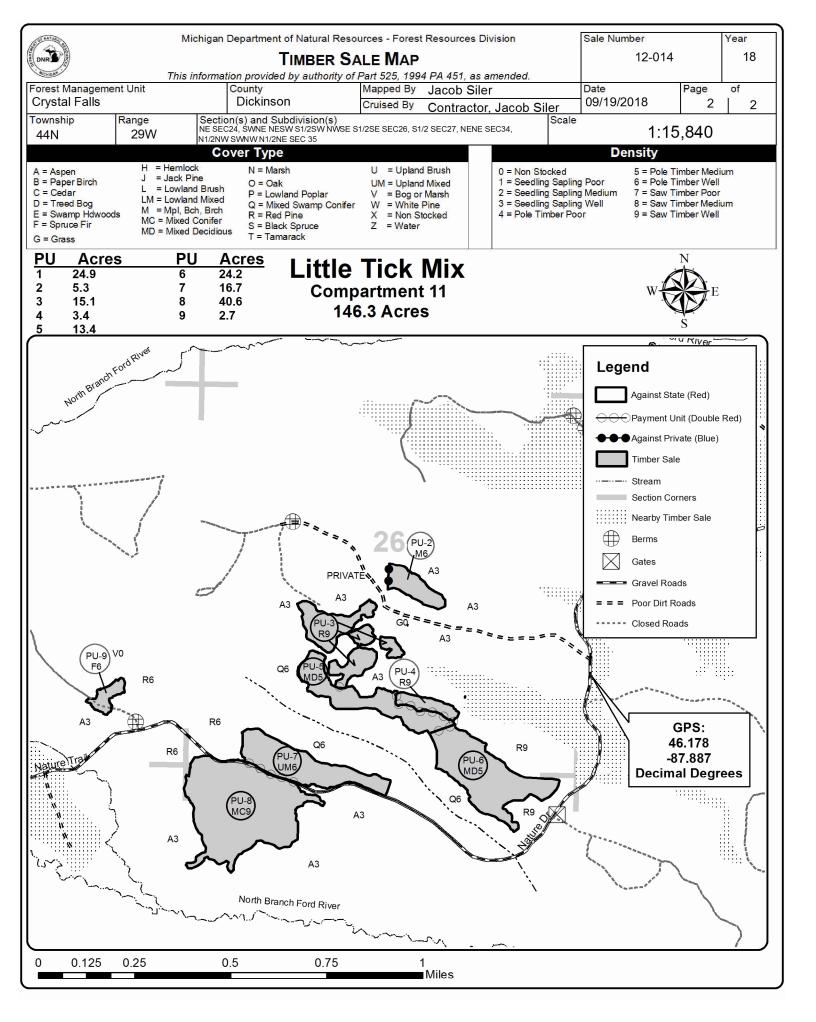
7.5 - Loss

7.5.1 - Deteriorating timber (7/09)

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

Section Name: Sale Specific Current as of 2/14/2019 10:54:06AM





BID FORM

CRYSTAL FALLS MANAGEMENT UNIT
CRYSTAL FALLS OFFICE

Magic Boot (12-009-18)

T44N, R28W, SEC. 30; T44N, R28W, SEC. 31; T44N, R29W, SEC. 23; T44N,

In response to the notice of sale to be held 8:30 a.m. (local time) on March 20, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| | RODUCTS & SPECIES awtimber | <u>ESTIMATED</u> | VOLUME* | <u>AD'</u> | VERTISED PRICE | BID PRICE/UNIT |
|---|----------------------------|------------------|---------|------------|----------------|----------------|
| ľ | Basswood | 327.20 | MBF | \$ | 194.00/MBF | \$ |
| | Paper Birch | 8.70 | MBF | \$ | 75.00/MBF | \$ |
| | Red Maple | 5.80 | MBF | \$ | 134.00/MBF | \$ |
| | Sugar Maple | 52.20 | MBF | \$ | 353.00/MBF | \$ |
| | White Ash | 4.90 | MBF | \$ | 82.00/MBF | \$ |
| | Yellow Birch | 0.40 | MBF | \$ | 147.00/MBF | \$ |
| P | ulpwood | | | | | |
| | Balsam Fir | 376.00 | Cords | \$ | 19.25/Cord | \$ |
| | Basswood | 568.00 | Cords | \$ | 13.90/Cord | \$ |
| | Mixed Aspen | 2,614.00 | Cords | \$ | 40.30/Cord | \$ |
| | Mixed Hardwood | 1,531.00 | Cords | \$ | 22.05/Cord | \$ |
| | Mixed Spruce | 483.00 | Cords | \$ | 29.10/Cord | \$ |
| | Red Pine | 4.00 | Cords | \$ | 61.40/Cord | \$ |
| | Tamarack | 7.00 | Cords | \$ | 19.65/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 SECURITY NUMBER: Company or individual bidding: | | | | | | |
|------------|---|---------|------------|-------|--|--|--|
| | Company or individual bidding: | | | | | | |
| | Company representative's name: | | | | | | |
| | Address: | | | | | | |
| | City: | State: | Zip: | | | | |
| - AVAIL | AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. | | | | | | |
| ndividual | or company representative's signatu | ıre: | | Date: | | | |
| hone nu | mber : | 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.

| 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 have 2D as 2C are checked than Nation of Evaluation as Contificate of Incurrence must be submitted within |

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 | ase 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 <u>one</u> 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

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

Full-time Employees

| Name of Business | | Federal ID (or) Social Security No. | | |
|--|-------------|--|--|--|
| | | | | |
| Address | | Telephone | | |
| | | | | |
| City | State | ZIP | | |
| | | | | |
| hereby certify that the above infoint for the first hereby certify that the above info | | rect. I agree to notify the Michigan DNR of any changes that occur t and future operations. | | |
| Signature of Owner or Authorized Rep | | | | |
| 3 | resentative | | | |

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

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

Part-time Employees

BID FORM

CRYSTAL FALLS MANAGEMENT UNIT
CRYSTAL FALLS OFFICE

Little Tick Mix (12-014-18)

T44N, R29W, SEC. 24; T44N, R29W, SEC. 26; T44N, R29W, SEC. 27; T44N,

In response to the notice of sale to be held 8:30 a.m. (local time) on March 20, 2019, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES Sawtimber | ESTIMATED VO | OLUME* | <u>AD</u> | VERTISED PRICE | BID PRICE/UNIT |
|------------------------------|--------------|--------|-----------|----------------|----------------|
| Basswood | 47.10 M | IBF | \$ | 194.00/MBF | \$ |
| Paper Birch | 13.60 M | IBF | \$ | 75.00/MBF | \$ |
| Red Maple | 2.50 M | IBF | \$ | 134.00/MBF | \$ |
| Red Pine | 48.20 M | IBF | \$ | 149.00/MBF | \$ |
| Sugar Maple | 11.40 M | IBF | \$ | 353.00/MBF | \$ |
| White Pine | 0.50 M | IBF | \$ | 68.00/MBF | \$ |
| Pulpwood | | | | | |
| Balsam Fir | 123.00 C | ords | \$ | 19.25/Cord | \$ |
| Basswood | 120.00 C | ords | \$ | 13.90/Cord | \$ |
| Mixed Aspen | 541.00 C | ords | \$ | 40.30/Cord | \$ |
| Mixed Hardwood | 610.00 C | ords | \$ | 22.05/Cord | \$ |
| Mixed Spruce | 344.00 C | ords | \$ | 29.10/Cord | \$ |
| Red Pine | 320.00 C | ords | \$ | 61.40/Cord | \$ |
| Tamarack | 2.00 C | ords | \$ | 19.65/Cord | \$ |
| White Pine | 65.00 C | ords | \$ | 44.15/Cord | \$ |
| l . | | | | | |

^{*}The volumes are statistically estimated within plus (+) or minus (-) 8.02 percent. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

| | FEDERAL ID: | or SOCIAL SECU | JRITY NUMBER: | | | | |
|---|---|----------------|---------------|-------|---|--|--|
| | Company or individual bidding: | | | | | | |
| | Company representative's name: | | | | | | |
| | Address: | | | | | | |
| | City: | State: | Zip: | | | | |
| F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. | | | | | | | |
| ndividual | dividual or company representative's signature: | | | Date: | _ | | |
| hone nu | mber : | Email (d | 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: | | | | | | |
|---|---|---|-------|--|--|--|
| A. ☐ Sole Prop B. ☐ Partnersh | 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 ched | ck <u>one</u> of the boxes below: | | | | | |
| A. ☐ I certify m Worker's | y business is a sole proprietorship and it hat the Compensation Laws. | has no employees but the sole proprietor. I am not subject to the | | | | |
| Exclusion | (BWC-337, Rev. 5/96). I will provide a co | the Worker's Compensation Act through the use of an approved Notice copy of the Notice of Exclusion within 21 days of the contract award. (Forme Worker's Compensation Bureau at 517-322-1195). | | | | |
| | y business has a Worker's Compensation days of the contract award. | n Policy. I will provide an original Certificate of Insurance within twenty- | | | | |
| | | ndicate the number of both full-time and part-time employees, partners (if none, you must enter "0"). | other | | | |
| | Full-time Employees | Part-time Employees | | | | |
| Name of Business | | Federal ID (or) Social Security No. | | | | |
| Address | | Telephone () | | | | |
| City | State | ZIP | | | | |
| I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur in factors affecting my coverage during any of my present and future operations. Signature of Owner or Authorized Representative | | | | | | |
| | | | | | | |
| Title | | Date | _ | | | |

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

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