

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7114

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on October 4, 2022. LOCATION: ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

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

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

Anderbad Barrens Restoration (54-008-21) / T29N, R01E, SEC. 5, N1/2NE.

T29N, R01E, SEC. 8, NE.

Montmorency County, Advertised Price \$7,857.90, 57.0 Acres, Jack Pine, Hardwood.

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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.

Helicopter Fail Aspen (54-018-21) / T32N, R01E, SEC. 34, NENW,S1/2NW,NE,NESW,NWSE.

T32N, R01E, SEC. 35, E1/2NW, SWNE, SW.

Montmorency County, Advertised Price \$38,447.25, 96.3 Acres, Aspen, Jack Pine.

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

Sids Last Dance Aspen (54-037-20) / T36N, R02E, SEC. 14, NENE, NWSW, S1/2SW.

T36N, R02E, SEC. 15, NW.

Presque Isle County, Advertised Price \$33,113.15, 79.6 Acres, Aspen, Spruce/Fir/Tamarack.

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

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

Bids must be received by the Unit Manager, ATLANTA OFFICE, 13501 M 33, ATLANTA, MI 49709, no later than 10:00 a.m. (local time) on October 4, 2022. For further information concerning this sale, contact Cody Stevens at 989-785-4251 extension 5240.

#### 2. Bidder's Qualifications (5/16)

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

#### 3. Preparation of Sealed Bids (5/16)

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

#### 4. Submission of Sealed Bids (5/16)

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

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

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

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

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

#### 6. Award of Contract (1/11)

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

#### 7. Down Payment (1/11)

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

#### 8. Performance Security (1/11)

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

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

#### 9. Timber Sale Contract (7/18)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DAN EICHINGER
Director

#### TIMBER SALE INFORMATION

Anderbad Barrens Restoration (54-008-21)
T29N, R01E, SEC. 5; T29N, R01E, SEC. 8.
Montmorency County (Advertised Price \$7,857.90)

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

| PRODUCTS & SPECIES | <b>ESTIMATE</b> | D UNITS* | <u>ADVE</u> | RTISED PRICE |
|--------------------|-----------------|----------|-------------|--------------|
| Sawtimber          |                 |          |             |              |
| Northern Pin Oak   | 27.5            | MBF      | \$          | 45.00 / MBF  |
| Red Oak            | 12.7            | MBF      | \$          | 67.00 / MBF  |
| Pulpwood           |                 |          |             |              |
| Jack Pine          | 224             | Cords    | \$          | 5.00 / Cord  |
| Mixed Aspen        | 45              | Cords    | \$          | 11.05 / Cord |
| Mixed Oak          | 107             | Cords    | \$          | 21.85 / Cord |
| Red Maple          | 8               | Cords    | \$          | 9.75 / Cord  |
| Red Pine           | 88              | Cords    | \$          | 19.25 / Cord |
| White Pine         | 6               | Cords    | \$          | 7.05 / Cord  |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.48 percent. There are an estimated 603 cords on this timber sale, plus or minus 63 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$393.00 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                  | 33.9%                       |
| 02                  | 20.0%                       |
| 03                  | 46.1%                       |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2025.

#### **SALE STATISTICS**

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

#### **SALE VOLUMES**

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

| VOLUME           |             | VOLUME                                |     |         | STATISTICAL RA | ANGE IN CORDS |
|------------------|-------------|---------------------------------------|-----|---------|----------------|---------------|
| TOTAL CUBIC FEET | TOTAL CORDS | TOTAL CORDS PERCENT ERROR MINIMUM MAX |     | MAXIMUM |                |               |
| 47,656           | 603         | 10.48%                                | 540 | 666     |                |               |

#### **VDU VOLUMES**

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

|        | VOLUME           |             |               | RANGE II | N CORDS |
|--------|------------------|-------------|---------------|----------|---------|
| VDU    | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM  | MAXIMUM |
| 57     | 19,328           | 245         | 17.16%        | 203      | 287     |
| 84     | 14,728           | 186         | 21.29%        | 147      | 226     |
| 112    | 4,789            | 61          | 19.34%        | 49       | 72      |
| 284    | 8,811            | 112         | 20.48%        | 89       | 134     |
| TOTAL: | 47,656           | 603         |               | 487      | 719     |

#### **VDU TO PAYMENT UNIT**

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

| TOTAL: | 57.0      |    | 57.0     |
|--------|-----------|----|----------|
| 284    | 12.8      | 2  | 12.8     |
| 112    | 12.4      | 1  | 12.4     |
| 84     | 12.8      | 3  | 12.8     |
| 57     | 19.0      | 1  | 19.0     |
| VDU    | VDU ACRES | PU | PU ACRES |

#### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

| PU | MARKET GROUP     | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|------------------|-----------|----------|-------|-------|-----------------|
| 1  | Jack Pine        | Pulpwood  | 194      | Cords | 31.4  | \$2,664.00      |
|    | Jack Pine        | Sawtimber | 6.3      | MBF   |       |                 |
|    | Jack Pine        | Pulpwood  | 181      | Cords |       |                 |
|    | Red Pine         |           | 88       | Cords |       |                 |
|    | Red Pine         | Sawtimber | 3.5      | MBF   |       |                 |
|    | Red Pine         | Pulpwood  | 81       | Cords |       |                 |
| 2  | Northern Pin Oak | Sawtimber | 10.5     | MBF   | 12.8  | \$1,570.25      |
|    | Red Oak          |           | 2.6      | MBF   |       |                 |
|    | Jack Pine        | Pulpwood  | 29       | Cords |       |                 |
|    | Jack Pine        | Sawtimber | 1.5      | MBF   |       |                 |
|    | Jack Pine        | Pulpwood  | 26       | Cords |       |                 |
|    | Mixed Aspen      |           | 23       | Cords |       |                 |
|    | B. T. Aspen      |           | 6        | Cords |       |                 |
|    | Quaking Aspen    |           | 17       | Cords |       |                 |
|    | Mixed Oak        |           | 24       | Cords |       |                 |
|    | Northern Pin Oak |           | 21       | Cords |       |                 |
|    | Red Oak          |           | 3        | Cords |       |                 |
| 3  | Northern Pin Oak | Sawtimber | 17.0     | MBF   | 12.8  | \$3,623.65      |
|    | Red Oak          |           | 10.1     | MBF   |       |                 |
|    | Jack Pine        | Pulpwood  | 1        | Cords |       |                 |
|    | Jack Pine        |           | 1        | Cords |       |                 |
|    | Mixed Aspen      |           | 22       | Cords |       |                 |
|    | Quaking Aspen    |           | 22       | Cords |       |                 |
|    | Mixed Oak        |           | 83       | Cords |       |                 |
|    | Northern Pin Oak |           | 59       | Cords |       |                 |
|    | Red Oak          |           | 24       | Cords |       |                 |
|    | Red Maple        |           | 8        | Cords |       |                 |
|    | White Pine       |           | 6        | Cords |       |                 |
|    | White Pine       | Sawtimber | 2.0      | MBF   |       |                 |
|    | White Pine       | Pulpwood  | 2        | Cords |       |                 |
|    |                  | TOTAL:    | 40.2     | MBF   |       |                 |
|    |                  | TOTAL:    | 478      | Cords |       |                 |

#### Sale Specific Conditions & Requirements

Sale Name: Anderbad Barrens Restoration Sale Number: 54-008-21 Seq#: 3

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by blue, 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. Andergood Road is an unpainted boundary against state along the northern edge of Payment Unit 1. Interior Payment Unit boundaries are marked with yellow paint. This boundary only exists between Payment Units 2 and 3. Retention patches are marked with red paint; no harvesting activities may occur within these areas. This painted boundary line trees are not Included Timber and are to be protected unless marked with orange paint. 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

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

Within Payment Unit(s) 3, cut all trees which meet minimum piece specifications in 2.2 Utilization.

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

Within Payment Unit(s) 1, all trees with at least a single merchantable stick are designated for cutting, except species trees marked with yellow paint above and below stump height. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected. The Sale Area has experienced windthrow in late summer 2020 including damage to leave marked trees. Windthrown and fallen yellow marked trees are Included Timber.

Within Payment Unit(s) 2, all trees with at least a single merchantable stick are designated for cutting except species trees marked with green paint above and below stump height. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.2 - Utilization

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

The Sale Area must be chip harvested to facilitate future silvicultural activities (Payment Unit 3) and to reduce slash for prescribed burning (Payment Units 1 and 2). 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 to minimize the amount of residual slash. 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) in Payment Unit 3. 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) in Payment Units 1 and 2. This is to prepare the site for prescribed burning.

#### 2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 6 inches for all trees. This is to facilitate prescribed burning in Payment Units 1 and 2 and site preparation activities in Payment Unit 3.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.1 - Damaged timber (7/16)

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 \$200 per acre for all acreage within that specified portion of the Sale Area that was damaged. No damage is acceptable to undesignated live 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, or at a rate of \$100 per tree, whichever is greater.

#### 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 yellow paint in Payment Unit 1 and green paint in Payment Unit 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. Windthrown or fallen trees marked in yellow are Included Timber.

#### 4 - Transportation

#### 4.1 - Construction

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

Improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be severed and laid flat on the ground. Slash shall be 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.

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

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

#### 4.2 - Maintenance

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material should be placed before trucking begins. This fill material shall not contain clay or organic material.

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

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

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Muskegon Operating Company, LLC at (989) 772-4900 and Trendwell Energy Corporation at (616) 866-5024.

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 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

#### 5.2.1.12 - Slash for prescribed burning (1/05)

To facilitate prescribed burning, slash shall be moved at least 10 feet inside the sale boundary. Slash cannot be piled or placed near residual trees. Additionally fallen snags should be pulled away from the dripline of green (Payment Unit 2) and yellow (Payment Unit 1) painted leave 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

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

Within Payment Unit 2, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

#### 5.2.3.5 - Oak wilt restriction (1/18)

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

#### 5.2.3.6 - Bark beetle restriction (12/08)

In the event drought creates a high risk of pine bark beetle infestation, pine is not to be cut during the period March 1 through July 1, unless all portions of trees greater than two inches in diameter are removed from the sale area, reduced to chips, or treated to the satisfaction of the Unit Manager or his/her representative, within fifteen days of being severed from the stump. Pine log decks, pulpwood piles and treetops that are piled for chipping in the fall or winter within a 1/4 mile of susceptible sites must be removed before March 15. Residual slash must not be placed in piles or rows and must be spread over the site for quick drying. The Department of Natural Resources will exercise this specification if the risk of damage warrants.

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

Timber harvesting in any Payment Unit must be completed before significant deciduous sprouting occurs in that Payment Unit 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.

#### 5.2.32 - Decking/landing restoration (9/13)

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

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

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

#### 5.2.40 - Pathway protection (10/10)

The Buttles Pathway is a hiking trail and is shown on the Timber Sale Map. Do not cut trees or damage posts with blue pathway markers. Maintain a 20-foot-wide slash, debris, and rut free zone daily, using the pathway as the centerline. Do not run equipment down the pathway. Skidding across the trail may only occur in locations approved by the sale administrator.

#### 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

#### 6.2.3 - Recreational trail posting (10/20)

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

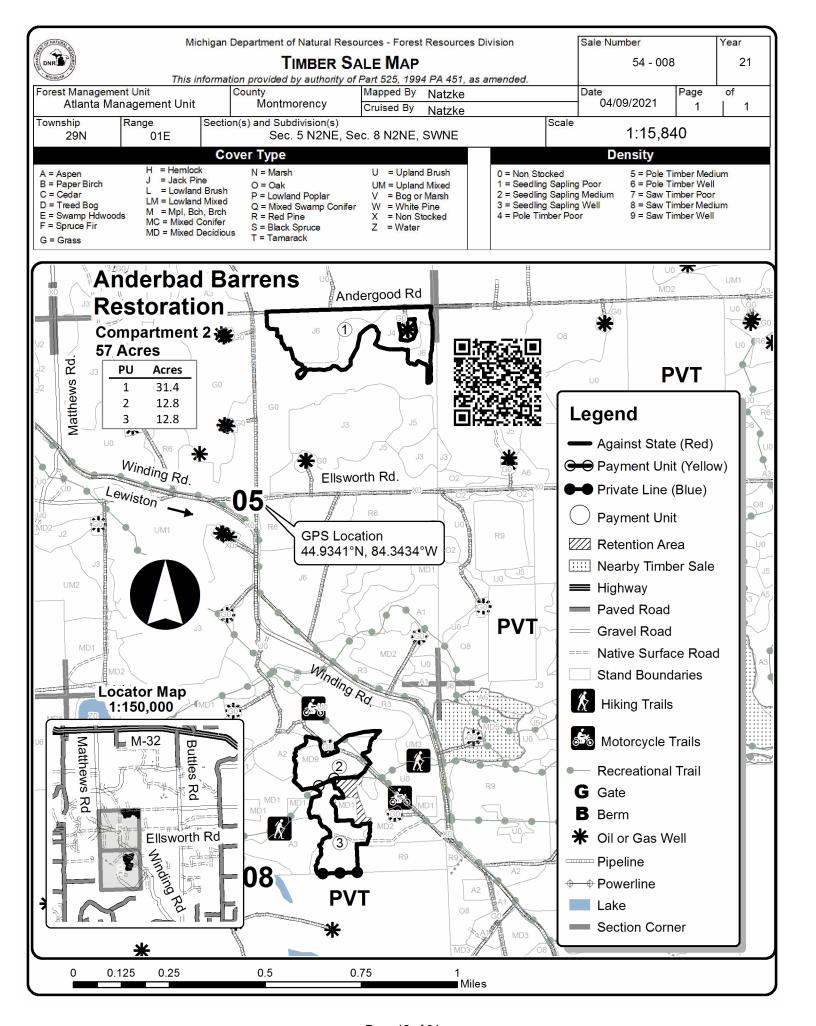
#### 7 - Other Conditions

#### 7.5 - 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 5/4/2022 10:43:11AM



#### TIMBER SALE INFORMATION

Helicopter Fail Aspen (54-018-21)
T32N, R01E, SEC. 34; T32N, R01E, SEC. 35.
Montmorency County (Advertised Price \$38,447.25)

SALE NOTE: All units of volume listed for this sale were estimated using the Inventory Manager computer program and the new Michigan taper model.

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the Inventory Manager computer program and the new Michigan taper model. Bids must be at or above the following advertised price for each product and species:

| PRODUCTS & SPECIES | <b>ESTIMATE</b> | D UNITS* | ADVE | RTISED PRICE |
|--------------------|-----------------|----------|------|--------------|
| Sawtimber          |                 |          |      |              |
| Jack Pine          | 44.9            | MBF      | \$   | 24.00 / MBF  |
| Mixed Aspen        | 92.4            | MBF      | \$   | 89.00 / MBF  |
| Red Pine           | 16.7            | MBF      | \$   | 123.00 / MBF |
| White Pine         | 20.9            | MBF      | \$   | 90.00 / MBF  |
| Pulpwood           |                 |          |      |              |
| Balsam Fir         | 93              | Cords    | \$   | 16.25 / Cord |
| Black Spruce       | 31              | Cords    | \$   | 8.20 / Cord  |
| Jack Pine          | 200             | Cords    | \$   | 11.05 / Cord |
| Mixed Aspen        | 691             | Cords    | \$   | 24.30 / Cord |
| Mixed Hardwood     | 21              | Cords    | \$   | 21.45 / Cord |
| Red Maple          | 47              | Cords    | \$   | 21.45 / Cord |
| White Pine         | 192             | Cords    | \$   | 15.55 / Cord |
|                    |                 |          |      |              |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 26.18 percent. There are an estimated 1,702 cords on this timber sale, plus or minus 446 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$1,922.00 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                  | 25.6%                       |
| 03                  | 56.5%                       |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 10/31/2024.

#### **SALE STATISTICS**

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

#### **SALE VOLUMES**

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

| VOLUME           |             | VOLUME        |         |         |
|------------------|-------------|---------------|---------|---------|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 134,455          | 1,702       | 26.18%        | 1,256   | 2,148   |

#### **VDU VOLUMES**

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

|        | VOLUME           |             |               | RANGE II | N CORDS |
|--------|------------------|-------------|---------------|----------|---------|
| VDU    | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM  | MAXIMUM |
| 65     | 26,896           | 340         | 672.70%       | 1,950    | 2,631   |
| 67     | 86,976           | 1,101       | 21.90%        | 860      | 1,342   |
| 80     | 20,583           | 261         | 56.87%        | 112      | 409     |
| TOTAL: | 134,455          | 1,702       |               | 978      | 4,381   |

#### **VDU TO PAYMENT UNIT**

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

| TOTAL: | 96.3      |    | 96.3     |
|--------|-----------|----|----------|
| 80     | 9.5       | 1  | 9.5      |
| 67     | 78.7      | 3  | 78.7     |
| 65     | 8.1       | 2  | 8.1      |
| VDU    | VDU ACRES | PU | PU ACRES |

#### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

| PU | MARKET GROUP    | PRODUCT   | QUANTITY | UNIT  | ACRES | ADVERTISE PRICE |
|----|-----------------|-----------|----------|-------|-------|-----------------|
| 1  | Mixed Aspen     | Sawtimber | 21.2     | MBF   | 9.5   | \$6,882.05      |
|    | Quaking Aspen   |           | 21.2     | MBF   |       |                 |
|    | Red Pine        |           | 5.5      | MBF   |       |                 |
|    | White Pine      |           | 1.7      | MBF   |       |                 |
|    | Black Spruce    | Pulpwood  | 5        | Cords |       |                 |
|    | Black Spruce    |           | 5        | Cords |       |                 |
|    | Jack Pine       |           | 3        | Cords |       |                 |
|    | Red Pine        |           | 3        | Cords |       |                 |
|    | Mixed Aspen     |           | 121      | Cords |       |                 |
|    | Quaking Aspen   |           | 121      | Cords |       |                 |
|    | Mixed Hardwood  |           | 14       | Cords |       |                 |
|    | BI/R/Hybrid Oak | Sawtimber | 3.5      | MBF   |       |                 |
|    | BI/R/Hybrid Oak | Pulpwood  | 7        | Cords |       |                 |
|    | Red Maple       |           | 23       | Cords |       |                 |
|    | White Pine      |           | 23       | Cords |       |                 |
| 2  | Mixed Aspen     | Sawtimber | 42.3     | MBF   | 8.1   | \$9,835.3       |
|    | Quaking Aspen   |           | 42.3     | MBF   |       |                 |
|    | White Pine      |           | 5.2      | MBF   |       |                 |
|    | Mixed Aspen     | Pulpwood  | 228      | Cords |       |                 |
|    | Quaking Aspen   |           | 228      | Cords |       |                 |
|    | White Pine      |           | 4        | Cords |       |                 |
| 3  | Jack Pine       | Sawtimber | 44.9     | MBF   | 78.7  | \$21,729.9      |
|    | Mixed Aspen     |           | 28.9     | MBF   |       |                 |
|    | B. T. Aspen     |           | 10.7     | MBF   |       |                 |
|    | Quaking Aspen   |           | 18.2     | MBF   |       |                 |
|    | Red Pine        |           | 11.2     | MBF   |       |                 |
|    | White Pine      |           | 14.0     | MBF   |       |                 |
|    | Balsam Fir      | Pulpwood  | 93       | Cords |       |                 |
|    | Black Spruce    |           | 26       | Cords |       |                 |
|    | Black Spruce    | Sawtimber | 2.2      | MBF   |       |                 |
|    | Black Spruce    | Pulpwood  | 22       | Cords |       |                 |
|    | Jack Pine       |           | 197      | Cords |       |                 |
|    | Jack Pine       |           | 194      | Cords |       |                 |
|    | Red Pine        |           | 3        | Cords |       |                 |
|    | Mixed Aspen     |           | 342      | Cords |       |                 |
|    | B. T. Aspen     |           | 6        | Cords |       |                 |
|    | Quaking Aspen   |           | 336      | Cords |       |                 |
|    | Mixed Hardwood  |           | 7        | Cords |       |                 |
|    | Black Cherry    |           | 7        | Cords |       |                 |
|    | Red Maple       |           | 24       | Cords |       |                 |
|    | White Pine      |           | 165      | Cords |       |                 |
|    |                 | TOTAL:    | 174.9    | MBF   |       |                 |
|    |                 |           |          |       |       |                 |

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#### Sale Specific Conditions & Requirements

Sale Name: Helicopter Fail Aspen Sale Number: 54-018-21 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red paint, except along maintained openings. The openings are identified on the Timber Sale Map with the letter "G". Exterior sale boundary lines against state are marked with red paint. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-3, cut all trees that are two (2) inches or more at DBH, except do not cut white oak.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) over \$25,000 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

#### 3.6 - Payment Unit Cutting Schedule

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

Unless changed by written agreement, only two Payment Unit(s) may be operated at any one time. All contractual requirements on a Payment Unit shall be completed and accepted by the Unit Manager or his/her representative prior to the opening of an additional Payment Unit.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - 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, chipped, utilized, or otherwise reserved for closing the landings.

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

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

#### 4.1.7 - Road closure (10/11)

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. 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.

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

No new roads will be permitted in any Payment Unit. All operations are limited to existing roads. Skid trails only will be

allowed.

#### 4.2 - Maintenance

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

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 10 days in advance to schedule the conference.

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit 1, cutting, skidding, hauling within the sale and brushing of access roads to the sale are not permitted during the period of April 15 to July 15. No exceptions will be granted. This is necessary to reduce the spread of oak wilt.

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

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

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.7 - Dead and down creation: hare, grouse, deer and other species (5/15)

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over one 12" or larger diameter (or largest diameter trees within stand) whole tree on the ground for every 2 acres, a hardwood species such as oak or maple or if no hardwoods are present, a pine species (white or red). These will be fully merchantable, healthy trees. These trees should be tipped over with the root ball still attached so the base of the tree is suspended off the ground. The crown of the fallen tree should be at or near ground level after it is pushed over.

#### 5.2.29 - Shrub protection (1/20)

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

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

Landing areas are marked on the Timber Sale Map with a black square. Landings must be confined to these designated sites unless otherwise authorized by the Unit Manager or his/her representative. In general, landings are limited to a "T" turnaround which will accommodate a truck with a 50-foot trailer.

#### 5.2.32 - Decking/landing restoration (9/13)

All decking and landing areas must have the surface area restored to a condition equal to or better than before. This is to

ensure the proper regeneration of the stand. Wood debris, chips, and "cookies" from trimmings must be removed or scattered away from landing and loading areas and may not be windrowed on the edge.

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

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

#### 5.4 - Soil Protection

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

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

#### 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.

#### 5.4.3 - 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.

#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

#### 6.2.1 - Road posting (10/20)

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

#### 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.

#### 7.5 - Loss

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

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

#### 8 - Performance and Settlement

#### 8.3 - Uncompleted or Terminated Contracts

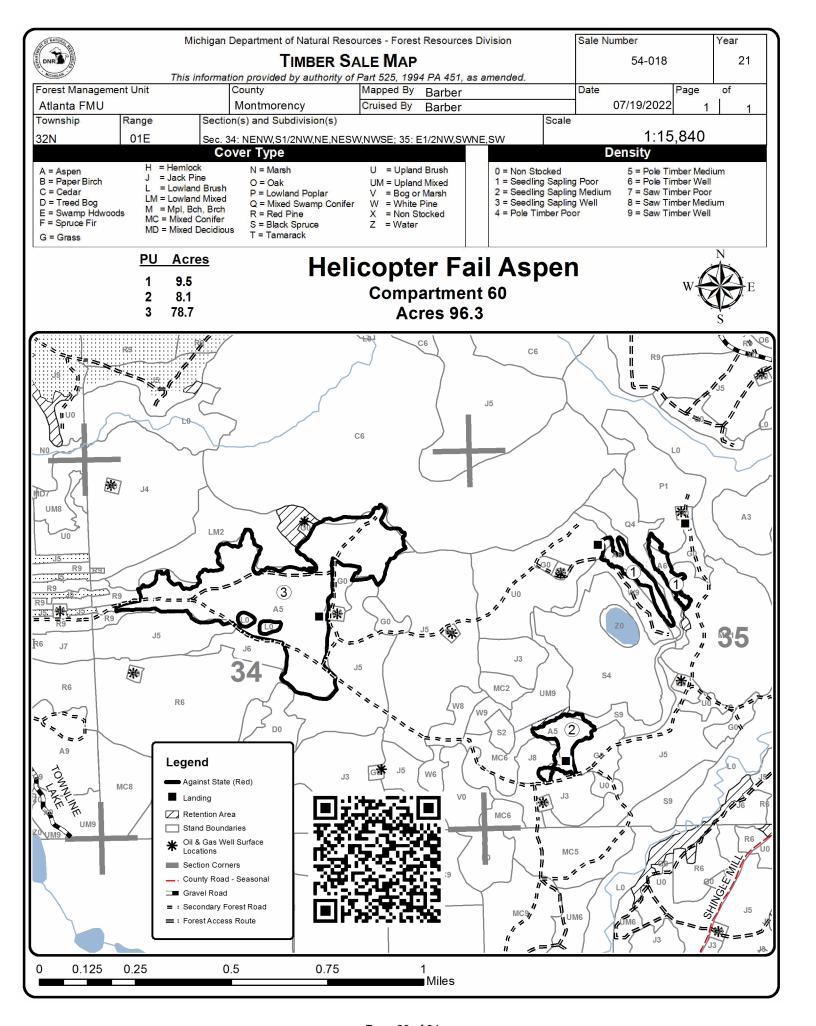
#### 8.3.1 - Completion of contract, chipping (1/16)

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

#### 8.3.2 - Completion of contract, other (11/16)

Areas of this sale may be difficult to log. Per General Condition & Requirement 3.5 - Adjustment of Quantity, there will be no adjustment to contract volume, but unharvested timber may not be considered a violation of General Condition & Requirement 8.3 - Uncompleted or Terminated Contract.

Section Name: Sale Specific Current as of 8/17/2022 8:46:46AM



#### TIMBER SALE INFORMATION

Sids Last Dance Aspen (54-037-20)
T36N, R02E, SEC. 14; T36N, R02E, SEC. 15.
Presque Isle County (Advertised Price \$33,113.15)

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. All units of volume listed below were estimated using the T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

| PRODUCTS & SPECIES | <b>ESTIMATE</b> | ED UNITS* | <u>ADV</u> | ERTISED PRICE |
|--------------------|-----------------|-----------|------------|---------------|
| Sawtimber          |                 |           |            |               |
| Mixed Aspen        | 108.3           | MBF       | \$         | 81.00 / MBF   |
| Red Maple          | 16.5            | MBF       | \$         | 52.00 / MBF   |
| White Spruce       | 29.9            | MBF       | \$         | 19.00 / MBF   |
| Pulpwood           |                 |           |            |               |
| Balsam Fir         | 201             | Cords     | \$         | 14.75 / Cord  |
| Black Spruce       | 37              | Cords     | \$         | 7.45 / Cord   |
| Mixed Aspen        | 528             | Cords     | \$         | 22.10 / Cord  |
| Mixed Hardwood     | 20              | Cords     | \$         | 19.50 / Cord  |
| Paper Birch        | 55              | Cords     | \$         | 9.40 / Cord   |
| Red Maple          | 300             | Cords     | \$         | 19.50 / Cord  |
| White Pine         | 14              | Cords     | \$         | 14.15 / Cord  |
| White Spruce       | 141             | Cords     | \$         | 7.45 / Cord   |

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 14.46 percent. There are an estimated 1,603 cords on this timber sale, plus or minus 232 cords at the 95% confidence level. The estimated units are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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

- 1. A bond in the amount of \$1,656.00 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                  | 40.2%                       |
| 02                  | 44.4%                       |
| 03                  | 15.4%                       |

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2025.

#### **SALE STATISTICS**

#### **SALE VOLUMES**

| VOL              | UME         |               | STATISTICAL RA | ANGE IN CORDS |
|------------------|-------------|---------------|----------------|---------------|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM        | MAXIMUM       |
| 126,652          | 1,603       | 14.46%        | 1,371          | 1,835         |

#### **VDU VOLUMES**

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

|        | VOLUME           |             |               | RANGE IN CORDS |         |
|--------|------------------|-------------|---------------|----------------|---------|
| VDU    | TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM        | MAXIMUM |
| 15     | 0                | 0           | 20.08%        | 0              | 0       |
| 28     | 0                | 0           | 16.43%        | 0              | 0       |
| 51     | 0                | 0           | 30.05%        | 0              | 0       |
| TOTAL: | 0                | 0           |               | 0              | 0       |

#### **VDU TO PAYMENT UNIT**

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

| VDU    | VDU ACRES | PU | PU ACRES |
|--------|-----------|----|----------|
| 15     | 22.0      | 3  | 22.0     |
| 28     | 22.8      | 1  | 22.8     |
| 51     | 34.8      | 2  | 34.8     |
| TOTAL: | 79.6      |    | 79.6     |

#### **DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)**

| PU | MARKET GROUP   | PRODUCT   | QUANTITY    | UNIT         | ACRES | ADVERTISE PRICE |
|----|----------------|-----------|-------------|--------------|-------|-----------------|
| 1  | Mixed Aspen    | Sawtimber | 89.3        | MBF          | 22.8  | \$13,301.85     |
|    | B. T. Aspen    |           | 1.8         | MBF          |       |                 |
|    | Quaking Aspen  |           | 87.5        | MBF          |       |                 |
|    | Red Maple      |           | 14.1        | MBF          |       |                 |
|    | Red Maple      |           | 12.8        | MBF          |       |                 |
|    | Sugar Maple    |           | 1.3         | MBF          |       |                 |
|    | White Spruce   |           | 18.8        | MBF          |       |                 |
|    | Balsam Fir     | Pulpwood  | 31          | Cords        |       |                 |
|    | Balsam Fir     | Sawtimber | 0.8         | MBF          |       |                 |
|    | Balsam Fir     | Pulpwood  | 29          | Cords        |       |                 |
|    | Mixed Aspen    |           | 95          | Cords        |       |                 |
|    | B. T. Aspen    |           | 4           | Cords        |       |                 |
|    | Quaking Aspen  |           | 91          | Cords        |       |                 |
|    | Mixed Hardwood |           | 20          | Cords        |       |                 |
|    | American Elm   | Sawtimber | 1.3         | MBF          |       |                 |
|    | American Elm   | Pulpwood  | 10          | Cords        |       |                 |
|    | Red Elm        |           | 4           | Cords        |       |                 |
|    | Sugar Maple    |           | 3           | Cords        |       |                 |
|    | Paper Birch    |           | 28          | Cords        |       |                 |
|    | Paper Birch    | Sawtimber | 1.3         | MBF          |       |                 |
|    | Paper Birch    | Pulpwood  | 25          | Cords        |       |                 |
|    | Red Maple      | ,         | 54          | Cords        |       |                 |
|    | White Spruce   |           | 96          | Cords        |       |                 |
| 2  | Balsam Fir     | Pulpwood  | 133         | Cords        | 34.8  | \$14,727.70     |
| _  | Balsam Fir     |           | 133         | Cords        |       | ¥ : .,: = : : : |
|    | Black Spruce   |           | 37          | Cords        |       |                 |
|    | Mixed Aspen    |           | 370         | Cords        |       |                 |
|    | Quaking Aspen  |           | 370         | Cords        |       |                 |
|    | Paper Birch    |           | 17          | Cords        |       |                 |
|    | Paper Birch    |           | 17          | Cords        |       |                 |
|    | Red Maple      |           | 213         | Cords        |       |                 |
| 3  | Mixed Aspen    | Sawtimber | 19.0        | MBF          | 22.0  | \$5,083.60      |
|    | Quaking Aspen  | Gawanison | 19.0        | MBF          | 22.0  | ψο,σσο.στ       |
|    | Red Maple      |           | 2.4         | MBF          |       |                 |
|    | Red Maple      |           | 2.4         | MBF          |       |                 |
|    | White Spruce   |           | 11.1        | MBF          |       |                 |
|    | Balsam Fir     | Pulpwood  | 37          | Cords        |       |                 |
|    | Balsam Fir     | Sawtimber | 0.8         | MBF          |       |                 |
|    | Balsam Fir     | Pulpwood  | 35          | Cords        |       |                 |
|    | Mixed Aspen    | , alphood | 63          | Cords        |       |                 |
|    | Balsam Poplar  |           | 1           | Cords        |       |                 |
|    | Quaking Aspen  |           | 62          | Cords        |       |                 |
|    | Paper Birch    |           | 10          | Cords        |       |                 |
|    | Paper Birch    |           | 10          | Cords        |       |                 |
|    | Red Maple      |           | 33          | Cords        |       |                 |
|    | White Pine     |           | 14          | Cords        |       |                 |
|    | White Pine     | Sawtimber | 4.0         | MBF          |       |                 |
|    | Red Pine       | Pulpwood  | 4.0         | Cords        |       |                 |
|    |                | r uipwood | 4           | Cords        |       |                 |
|    | Minita Dina    |           | ı 4         | Corus        | I     |                 |
|    | White Pine     |           | ΛE          | Cordo        |       |                 |
|    | White Spruce   | TOTAL:    | 45<br>154.7 | Cords<br>MBF |       |                 |

#### Sale Specific Conditions & Requirements

Sale Name: Sids Last Dance Aspen Sale Number: 54-037-20 Seq#: 2

#### 1 - Sale Area

#### 1.2 - Boundaries

#### 1.2.1 - Painted boundaries (9/19)

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

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 3, cut all trees that are two (2) inches or more at DBH.

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

Within Payment Unit(s) 1 and 2, cut all trees which meet minimum piece specifications in 2.2 Utilization except red pine, white pine, cedar, and hemlock.

#### 3 - Payments

#### 3.4 - Damaged Timber

#### 3.4.2 - Special Protection Trees (4/14)

The Purchaser shall not cut live or dead special protection trees within cutting units or clearings. Special protection trees are red pine, white pine, cedar, and hemlock. 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 dispersed throughout the sale.

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

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

#### 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. All new roads built into the sale must be blocked to vehicle traffic within 30 days of completion of hauling. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. 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

#### 4.2.2 - Fill material (4/07)

To maintain roads, fill material may be needed in areas where "holes" exist or may be expected to develop. This fill material

should be placed before trucking begins. Contact the sale administrator regarding the availability of onsite sand or gravel from adjacent State-owned lands.

#### 4.2.3 - Road maintenance (8/13)

The following road maintenance is required: 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 bulldozer to shape up the roads after forest products have been hauled off site. This includes cleaning of drainage areas, grading, crowning and filling with gravel, if necessary. The grading equipment to be used must be approved by the Unit Manager or his/her representative.

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

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

#### 5 - Operations

#### 5.1 - Notification

#### 5.1.1 - Pre-sale conference (10/16)

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

#### 5.1.4 - Post-sale conference (10/16)

A post-sale conference on site between the Purchaser and sale administrator is required 5 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

#### 5.2 - Conduct of Operations

#### 5.2.2 - Hazard Trees/Snags

#### 5.2.2.1 - Den trees (10/16)

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

#### 5.2.3 - Operating Restrictions

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

Within Payment Unit(s) 1 and 2, cutting, skidding, and hauling are limited to dry summer or frozen winter conditions, unless changed by written agreement. This restriction is due to the wet nature of the units.

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

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.4 - Dead and down creation, grouse (6/18)

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

#### 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

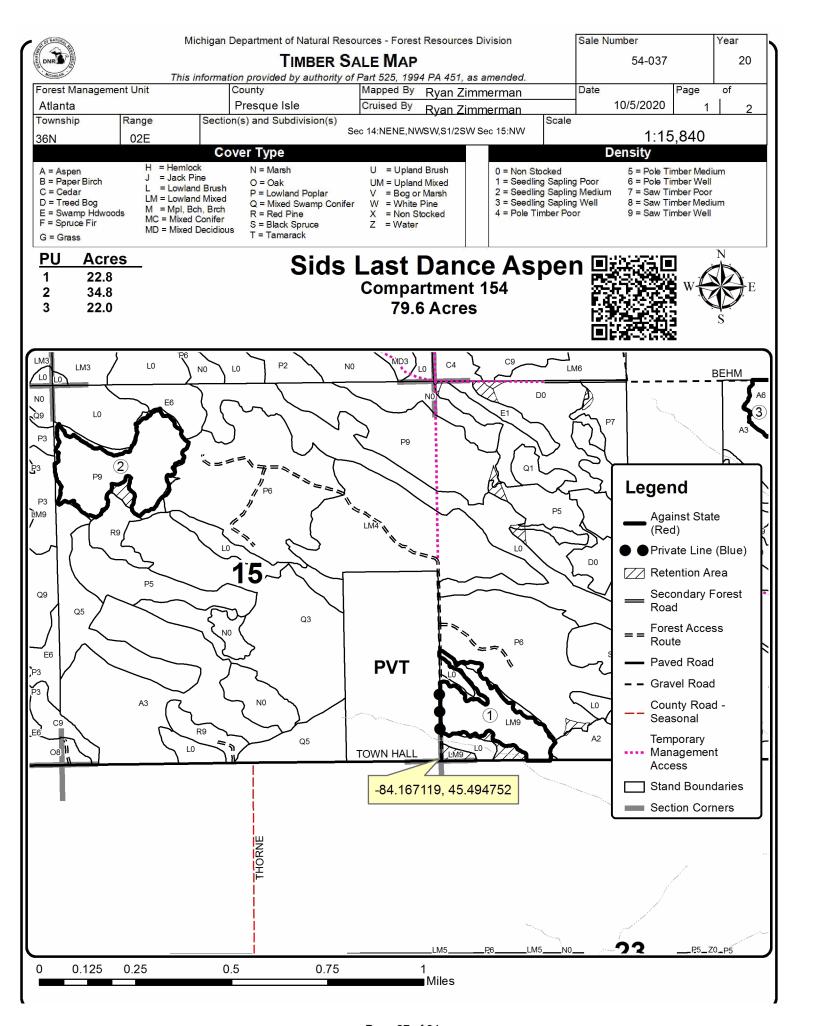
away from landing and loading areas and may not be windrowed on the edge.

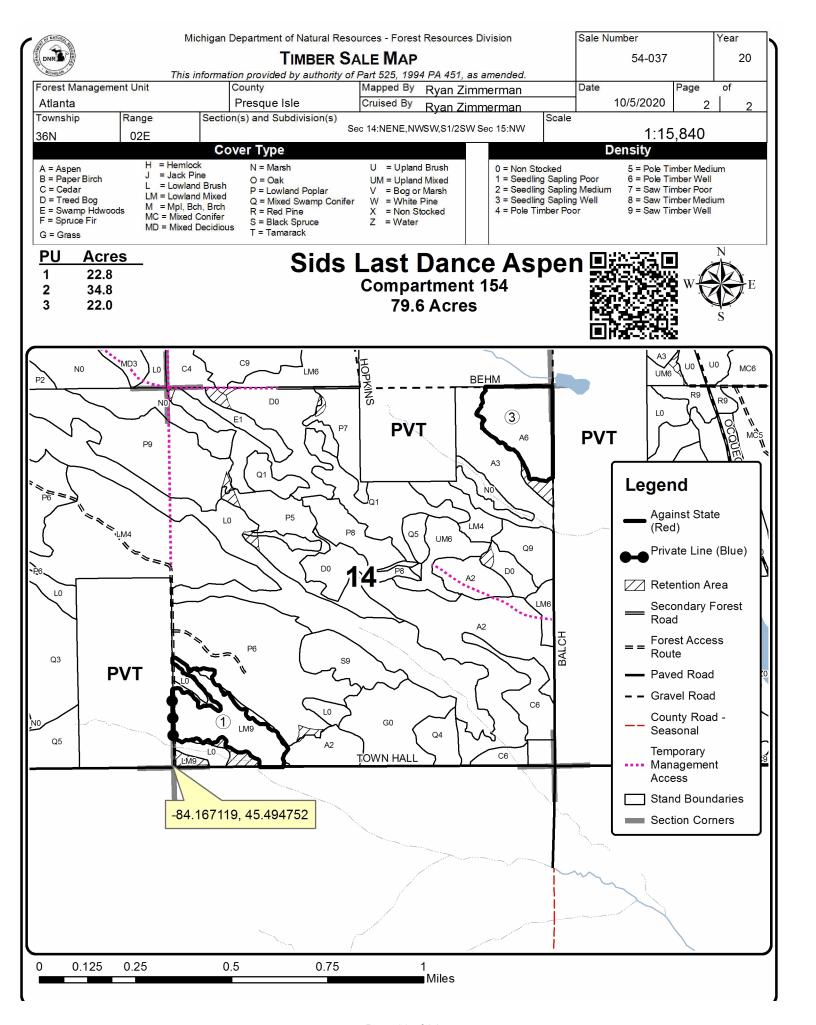
#### 5.4 - Soil Protection

#### 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.

Section Name: Sale Specific Current as of 8/31/2022 4:11:14PM





#### BID FORM

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### Sids Last Dance Aspen (54-037-20)

T36N, R02E, SEC. 14; T36N, R02E, SEC. 15; Presque Isle COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on October 4, 2022, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES Sawtimber | ESTIMATED | VOLUME* | <u>AD'</u> | VERTISED PRICE | BID PRICE/UNIT |
|------------------------------|-----------|---------|------------|----------------|----------------|
| Mixed Aspen                  | 108.3     | MBF     | \$         | 81.00/MBF      | \$             |
| Red Maple                    | 16.5      | MBF     | \$         | 52.00/MBF      | \$             |
| White Spruce                 | 29.9      | MBF     | \$         | 19.00/MBF      | \$             |
| Pulpwood                     |           |         |            |                |                |
| Balsam Fir                   | 201       | Cords   | \$         | 14.75/Cord     | \$             |
| Black Spruce                 | 37        | Cords   | \$         | 7.45/Cord      | \$             |
| Mixed Aspen                  | 528       | Cords   | \$         | 22.10/Cord     | \$             |
| Mixed Hardwood               | 20        | Cords   | \$         | 19.50/Cord     | \$             |
| Paper Birch                  | 55        | Cords   | \$         | 9.40/Cord      | \$             |
| Red Maple                    | 300       | Cords   | \$         | 19.50/Cord     | \$             |
| White Pine                   | 14        | Cords   | \$         | 14.15/Cord     | \$             |
| White Spruce                 | 141       | Cords   | \$         | 7.45/Cord      | \$             |

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 14.46 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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 representative's name: |                                       |                    |                       |               |  |  |  |
|                                | Address:                              |                    |                       |               |  |  |  |
|                                | City:                                 | State:             | Zip:                  |               |  |  |  |
| IF AVAILA                      | ABLE, PLEASE PLACE THE PERSON         | NALIZED LABEL FROM | YOUR PROSPECTUS IN TH | HE ABOVE BOX. |  |  |  |
| Individual                     | or company representative's signature | re:                |                       | Date:         |  |  |  |
| Phone nu                       | ımber :                               | 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.   |  |  |  |  |  |  |
| Ple   | lease Check Appropriate Categories:   |  |  |  |  |  |  |
| 1.  | <ul> <li>My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):</li> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul>                   |  |  |  |  |  |  |
| 2.  | You <b>must</b> 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   |  |  |  |  |  |
|   |   | ker's Compensation Act through the use of an approved Notice of the Notice of Exclusion within 21 days of the contract award. (For ker'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 <b>must</b> indicate than yourself, including family members and active partne   | e the number of <b>both</b> full-time and part-time employees, other rs (if none, you must enter "0").   |  |  |  |  |  |
|   | Full-time Employees   | Part-time Employees  |  |  |  |  |  |
| lam   | ame of Business   | Federal ID (or) Social Security No.  |  |  |  |  |  |
| Addı  | dress   | Telephone ( )  |  |  |  |  |  |
| City  | State   | ZIP  |  |  |  |  |  |
|   | nereby certify that the above information is true and correct. factors affecting my coverage during any of my present and   | I agree to notify the Michigan DNR of any changes that occur future operations.  |  |  |  |  |  |
| S   | Signature of Owner or Authorized Representative   |  |  |  |  |  |  |
| T   | Title   | Date   |  |  |  |  |  |

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

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

#### BID FORM

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### Helicopter Fail Aspen (54-018-21)

T32N, R01E, SEC. 34; T32N, R01E, SEC. 35; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on October 4, 2022, 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* | AE | VERTISED PRICE | <b>BID PRICE/UNIT</b> |
|--------------------|-------------------|----|----------------|-----------------------|
| Sawtimber          |                   |    |                |                       |
| Jack Pine          | 44.9 MBF          | \$ | 24.00/MBF      | \$                    |
| Mixed Aspen        | 92.4 MBF          | \$ | 89.00/MBF      | \$                    |
| Red Pine           | 16.7 MBF          | \$ | 123.00/MBF     | \$                    |
| White Pine         | 20.9 MBF          | \$ | 90.00/MBF      | \$                    |
| Pulpwood           |                   |    |                |                       |
| Balsam Fir         | 93 Cords          | \$ | 16.25/Cord     | \$                    |
| Black Spruce       | 31 Cords          | \$ | 8.20/Cord      | \$                    |
| Jack Pine          | 200 Cords         | \$ | 11.05/Cord     | \$                    |
| Mixed Aspen        | 691 Cords         | \$ | 24.30/Cord     | \$                    |
| Mixed Hardwood     | 21 Cords          | \$ | 21.45/Cord     | \$                    |
| Red Maple          | 47 Cords          | \$ | 21.45/Cord     | \$                    |
| White Pine         | 192 Cords         | \$ | 15.55/Cord     | \$                    |

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

FEDERAL ID: - or SOCIAL SECURITY 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. |   |        |      |  |  |  |  |
| Individual  | dividual or company representative's signature: 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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 26.18 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



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

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

| FOR DEPARTMENT USE ONLY          |  |  |
|----------------------------------|--|--|
| Sale Number (XX – XXX – XX – XX) |  |  |
| Forest Management Unit:          |  |  |
| r orest management omt.          |  |  |

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 hoves 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.   | <u> </u>   | My business is organized as (you <b>must</b> check <u>one</u> of the boxes below): |  |  |  |
|      | A.  Sole Proprietorship (individual)   |  |  |  |  |
|      | B. Partnership   |  |  |  |  |
|      | C. Corporation   |  |  |  |  |
| 2.   | 2. You <b>must</b> check <u>one</u> of the boxes below:  |  |  |  |  |
|      | A.   I certify my business is a sole proprietorship and it has no employed Worker's Compensation Laws.   | es but the sole proprietor. I am not subject to the                                |  |  |  |
|      | B.  I certify my business has satisfied its o bligation to the Worker's Cor<br>Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice<br>questions or a copy of the BWC-337, please call the Worker's Com | of Exclusion within 21 days of the contract award. (For                            |  |  |  |
|      | C.   I certify my business has a Worker's Compensation Policy. I will proone (21) days of the contract award.  | ovide an original Certificate of Insurance within twenty-                          |  |  |  |
| 3.   | <ol> <li>If you have checked item 2(A) or 2(B), you must indicate the number than yourself, including family members and active partners (if nor Full-time Employees</li> </ol>  |  |  |  |  |
| lam  | lame of Business Federal I   | Federal ID (or) Social Security No.  |  |  |  |
| ddr  | ddress Telephon (  | e<br>)   |  |  |  |
| ity  | State ZIP  |  |  |  |  |
| n fa | hereby certify that the above information is true and correct. I agree to factors affecting my coverage during any of my present and future of Signature of Owner or Authorized Representative                         |  |  |  |  |
| T    | Title  | Date   |  |  |  |

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

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

#### **BID FORM**

ATLANTA MANAGEMENT UNIT
ATLANTA OFFICE

#### Anderbad Barrens Restoration (54-008-21)

T29N, R01E, SEC. 5; T29N, R01E, SEC. 8; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on October 4, 2022, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

| PRODUCTS & SPECIES | <u>ESTIMATED \</u> | VOLUME* | AD' | VERTISED PRICE | BID PRICE/UNI | Ī |
|--------------------|--------------------|---------|-----|----------------|---------------|---|
| Sawtimber          |                    |         |     |                |               |   |
| Northern Pin Oak   | 27.5               | MBF     | \$  | 45.00/MBF      | \$            |   |
| Red Oak            | 12.7               | MBF     | \$  | 67.00/MBF      | \$            |   |
| Pulpwood           |                    |         |     |                |               |   |
| Jack Pine          | 224                | Cords   | \$  | 5.00/Cord      | \$            |   |
| Mixed Aspen        | 45                 | Cords   | \$  | 11.05/Cord     | \$            |   |
| Mixed Oak          | 107                | Cords   | \$  | 21.85/Cord     | \$            |   |
| Red Maple          | 8                  | Cords   | \$  | 9.75/Cord      | \$            |   |
| Red Pine           | 88                 | Cords   | \$  | 19.25/Cord     | \$            |   |
| White Pine         | 6                  | Cords   | \$  | 7.05/Cord      | \$            |   |

\*The volumes are statistically estimated within plus (+) or minus (-) 10.48 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.

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 representative's name:                         |        |      |  |
|  |  |        |      |  |
|  | City:  | State: | Zip: |  |
| IF AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX. |  |        |      |  |
| Individual   | ndividual or company representative's signature: Date: |        |      |  |
| Phone nu   | hone number : Fmail (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 <b>must</b> check <u>one</u> of the boxes below):   |   |   |  |  |  |
|---|---|---|--|--|--|
|   | A. Sole Proprietorship (individual)   |   |  |  |  |
|   | B. Partnership  |   |  |  |  |
|   | C. Corporation  |   |  |  |  |
| 2.  | 2. You <b>must</b> check <u>one</u> of the boxes below:   |   |  |  |  |
|   | <ul> <li>A.          I certify my business is a sole proprietorship and it has no employ.     </li> <li>Worker's Compensation Laws.</li> </ul>  | ees but the sole proprietor. I am not subject to the  |  |  |  |
|   | B.  I certify my business has satisfied its o bligation to the Worker's Continuous Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice questions or a copy of the BWC-337, please call the Worker's Continuous Conti | ce of Exclusion within 21 days of the contract award. (For  |  |  |  |
|   | C.   I certify my business has a Worker's Compensation Policy. I will pone (21) days of the contract award.   | C.   I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty- |  |  |  |
| 3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees than yourself, including family members and active partners (if none, you must enter "0"). |   |   |  |  |  |
|   | Full-time Employees   | Part-time Employees   |  |  |  |
|   |   |   |  |  |  |
| Nan   | Name of Business Federa   | I ID (or) Social Security No.   |  |  |  |
| Add   | Address Telepho   | one   |  |  |  |
|   | (   | )   |  |  |  |
| City  | City State ZIP  |   |  |  |  |
|   | I hereby certify that the above information is true and correct. I agree<br>in factors affecting my coverage during any of my present and future of   |   |  |  |  |
| _   | Signature of Owner or Authorized Representative   | -   |  |  |  |
| `   |   |   |  |  |  |
| 7   | Title   | Date  |  |  |  |

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

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