



**DEPARTMENT OF NATURAL RESOURCES
STATE OF MICHIGAN
TIMBER SALE PROSPECTUS #7136**

SCHEDULED SALE DATE AND TIME: 2:00 p.m. (local time) on September 28, 2022.

LOCATION: SHINGLETON MGMT UNIT, PO BOX 67, M 28 WEST, SHINGLETON, MI 49884.

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

GNA2 Plum Bruno 21 (41-812-22) / T43N, R18W, SEC. 6 , SESW.

T43N, R18W, SEC. 7 , N1/2NW, SENW, NESW, S1/2SW.

T43N, R19W, SEC. 1 , S1/2NW, SW.

T43N, R19W, SEC. 12, NW, W1/2NE.

Delta County, Advertised Price \$204,726.15, 235.2 Acres, Hardwood, Sugar Maple.

SALE NOTE: This is a Good Neighbor Authority timber sale on national forest land. This timber sale was set-up and is being advertised by the Michigan DNR for the US Forest Service. The contract will be awarded and administered by the MDNR.

The county must be contacted prior to crossing/harvesting in the county road R-O-W. This applies to H-13 & County Road 440.

Within Payment Unit(s) 1, 2, 3 & 5, harvesting is limited to dry summer or frozen winter conditions due to sensitive soils. See sale spec 5.2.3.1 for additional information.

Within Payment Unit(s) 4, harvesting is limited to frozen winter conditions due to sensitive soils.

Within Payment Unit(s) 6 & 7, harvesting is not permitted during the period of April 15 to July 15 due to bark slippage.

Forest Service Road 2109 is a snowmobile trail that is shown on the Timber Sale Map. See sale spec 5.2.41 for restrictions.

Equipment will need to be cleaned prior to being moved on-site. See sale spec 5.6.2 for details and Unique Spec 99.1.

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

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

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

Bids must be received by the Unit Manager, SHINGLETON OFFICE, PO Box 67 M 28 West, Shingleton, MI 49884, no later than 2:00 p.m. (local time) on September 28, 2022. For further information concerning this sale, contact Robert Burnham at 906-420-1645 extension n/a.

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

GNA2 Plum Bruno 21 (41-812-22)

T43N, R18W, SEC. 6; T43N, R18W, SEC. 7; T43N, R19W, SEC. 1; T43N, R19W, SEC. 12.
Delta County (Advertised Price \$204,726.15)

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Equipment will need to be cleaned prior to being moved on-site. See sale spec 5.6.2 for details and Unique Spec 99.1.

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

A timber sale contract for this lump sum, sealed bid timber sale will be awarded to the responsible bidder offering the highest sealed bid price. 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:

| <u>PRODUCTS & SPECIES</u> | <u>ESTIMATED UNITS*</u> | <u>ADVERTISED PRICE</u> |
|-------------------------------|-------------------------|-------------------------|
| Sawtimber | | |
| Black Cherry | 65.5 MBF | \$ 73.00 / MBF |
| Red Maple | 247.2 MBF | \$ 93.00 / MBF |
| Sugar Maple | 533.9 MBF | \$ 289.00 / MBF |
| Pulpwood | | |
| Balsam Fir | 52 Cords | \$ 8.15 / Cord |
| Mixed Hardwood | 1,457 Cords | \$ 12.35 / Cord |
| Quaking Aspen | 222 Cords | \$ 19.10 / Cord |

* The total volume is statistically estimated within plus (+) or minus (-) 10.77 percent. There are an estimated 3,635 cords on this timber sale, plus or minus 392 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 \$10,236.00 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 | 12.3% |
| 02 | 15.8% |
| 03 | 7.2% |
| 04 | 18.0% |
| 05 | 15.9% |
| 06 | 9.0% |
| 07 | 21.8% |

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

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 | | | STATISTICAL RANGE IN CORDS | |
|------------------|-------------|---------------|----------------------------|---------|
| TOTAL CUBIC FEET | TOTAL CORDS | PERCENT ERROR | MINIMUM | MAXIMUM |
| 287,162 | 3,635 | 10.77% | 3,243 | 4,027 |

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 |
| 6 | 49,251 | 623 | 28.26% | 447 | 800 |
| 10 | 70,840 | 897 | 24.04% | 681 | 1,112 |
| 27 | 22,671 | 287 | 39.33% | 174 | 400 |
| 31 | 87,138 | 1,103 | 21.40% | 867 | 1,339 |
| 33 | 57,262 | 725 | 21.70% | 568 | 882 |
| TOTAL: | 287,162 | 3,635 | | 2,737 | 4,533 |

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 |
|---------------|--------------|----|--------------|
| 6 | 38.1 | 2 | 38.1 |
| 10 | 58.4 | 1 | 36.8 |
| | | 3 | 21.6 |
| 27 | 24.2 | 6 | 24.2 |
| 31 | 74.1 | 4 | 39.4 |
| | | 5 | 34.7 |
| 33 | 40.4 | 7 | 40.4 |
| TOTAL: | 235.2 | | 235.2 |

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU)

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE | | | |
|---------------------|---------------------|--------------|--------------|--------------|-------|-----------------|-------------|------|-------------|
| 1 | Black Cherry | Sawtimber | 0.7 | MBF | 36.8 | \$25,144.55 | | | |
| | Red Maple | | 65.7 | MBF | | | | | |
| | Sugar Maple | | 51.4 | MBF | | | | | |
| | Balsam Fir | Pulpwood | 26 | Cords | | | | | |
| | Mixed Hardwood | | 229 | Cords | | | | | |
| | <i>Beech</i> | | 44 | <i>Cords</i> | | | | | |
| | <i>Black Cherry</i> | | 6 | <i>Cords</i> | | | | | |
| | <i>Ironwood</i> | | 7 | <i>Cords</i> | | | | | |
| | <i>Red Maple</i> | | 72 | <i>Cords</i> | | | | | |
| | <i>Sugar Maple</i> | | 100 | <i>Cords</i> | | | | | |
| | Quaking Aspen | | 57 | Cords | | | | | |
| 2 | Black Cherry | Sawtimber | 11.4 | MBF | 38.1 | \$32,356.50 | | | |
| | Red Maple | | 53.7 | MBF | | | | | |
| | Sugar Maple | | 75.4 | MBF | | | | | |
| | Mixed Hardwood | Pulpwood | 192 | Cords | | | | | |
| | <i>Beech</i> | | 10 | <i>Cords</i> | | | | | |
| | <i>Black Cherry</i> | | 5 | <i>Cords</i> | | | | | |
| | <i>Ironwood</i> | | 8 | <i>Cords</i> | | | | | |
| | <i>Red Maple</i> | | 40 | <i>Cords</i> | | | | | |
| | <i>Sugar Maple</i> | | 129 | <i>Cords</i> | | | | | |
| | Quaking Aspen | | 124 | Cords | | | | | |
| | 3 | Black Cherry | Sawtimber | 0.4 | | | MBF | 21.6 | \$14,754.25 |
| Red Maple | | | 38.6 | MBF | | | | | |
| Sugar Maple | | | 30.2 | MBF | | | | | |
| Balsam Fir | | Pulpwood | 15 | Cords | | | | | |
| Mixed Hardwood | | | 134 | Cords | | | | | |
| <i>Beech</i> | | | 26 | <i>Cords</i> | | | | | |
| <i>Black Cherry</i> | | | 3 | <i>Cords</i> | | | | | |
| <i>Ironwood</i> | | | 4 | <i>Cords</i> | | | | | |
| <i>Red Maple</i> | | | 42 | <i>Cords</i> | | | | | |
| <i>Sugar Maple</i> | | | 59 | <i>Cords</i> | | | | | |
| Quaking Aspen | | | 33 | Cords | | | | | |
| 4 | Black Cherry | Sawtimber | 12.4 | MBF | 39.4 | \$36,859.50 | | | |
| | Red Maple | | 37.1 | MBF | | | | | |
| | Sugar Maple | | 102.7 | MBF | | | | | |
| | Balsam Fir | Pulpwood | 4 | Cords | | | | | |
| | Mixed Hardwood | | 226 | Cords | | | | | |
| | <i>Beech</i> | | 36 | <i>Cords</i> | | | | | |
| | <i>Black Cherry</i> | | 11 | <i>Cords</i> | | | | | |
| | <i>Red Maple</i> | | 93 | <i>Cords</i> | | | | | |
| | <i>Sugar Maple</i> | | 86 | <i>Cords</i> | | | | | |
| | 5 | Black Cherry | Sawtimber | 10.9 | | | MBF | 34.7 | \$32,469.20 |
| | | Red Maple | | 32.7 | | | MBF | | |
| Sugar Maple | | | 90.5 | MBF | | | | | |
| Balsam Fir | | Pulpwood | 4 | Cords | | | | | |
| Mixed Hardwood | | | 198 | Cords | | | | | |
| <i>Beech</i> | | | 31 | <i>Cords</i> | | | | | |
| <i>Black Cherry</i> | | | 10 | <i>Cords</i> | | | | | |
| <i>Red Maple</i> | | | 81 | <i>Cords</i> | | | | | |
| <i>Sugar Maple</i> | | | 76 | <i>Cords</i> | | | | | |
| 6 | | Red Maple | Sawtimber | 2.6 | MBF | 24.2 | \$18,492.20 | | |
| | | Sugar Maple | | 55.8 | MBF | | | | |
| | Mixed Hardwood | Pulpwood | 172 | Cords | | | | | |
| | <i>Beech</i> | | 22 | <i>Cords</i> | | | | | |
| | <i>Ironwood</i> | | 3 | <i>Cords</i> | | | | | |
| <i>Red Maple</i> | | 4 | <i>Cords</i> | | | | | | |

DESCRIPTION OF TIMBER BY PAYMENT UNIT (PU), CON'T

| PU | MARKET GROUP | PRODUCT | QUANTITY | UNIT | ACRES | ADVERTISE PRICE |
|---------|---------------------|-----------------|----------|--------------|-------|-----------------|
| 6 con't | <i>Sugar Maple</i> | <i>Pulpwood</i> | 143 | <i>Cords</i> | | |
| 7 | Black Cherry | Sawtimber | 29.7 | MBF | 40.4 | \$44,649.95 |
| | Red Maple | | 16.8 | MBF | | |
| | Sugar Maple | | 127.9 | MBF | | |
| | Balsam Fir | Pulpwood | 3 | Cords | | |
| | Mixed Hardwood | | 306 | Cords | | |
| | <i>Beech</i> | | 43 | <i>Cords</i> | | |
| | <i>Black Cherry</i> | | 21 | <i>Cords</i> | | |
| | <i>Red Maple</i> | | 21 | <i>Cords</i> | | |
| | <i>Sugar Maple</i> | | 221 | <i>Cords</i> | | |
| | Quaking Aspen | | 8 | Cords | | |
| TOTAL: | | | 846.6 | MBF | | |
| TOTAL: | | | 1,731 | Cords | | |

Sale Specific Conditions & Requirements

Sale Name: GNA2 Plum Bruno 21

Sale Number: 41-812-22 Seq#: 1

1 - Sale Area

1.2 - Boundaries

1.2.1 - Painted boundaries (9/19)

The sale boundary and Payment Unit boundaries are marked and identified by red and orange paint. Exterior sale boundary lines against private property are marked with red paint. Exterior sale boundary lines against Federal land are marked with orange paint. Interior Payment Unit boundaries are marked with orange paint (rings). The painted boundary line trees are not Included Timber and are to be protected.

2 - Timber Specifications

2.1 - Included Timber

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

Within Payment Unit(s) 1-7, all trees are designated for cutting when marked with blue paint above and below stump height, regardless of merchantability.

2.2 - Utilization

2.2.3 - Stump heights (4/07)

Stump heights within the Sale Area shall not exceed 12 inches for trees greater than 10 inches DBH and 10 inches for trees smaller than 10 inches DBH.

2.2.12 - GNA, cut and remove Included Timber (3/18)

Unless provided otherwise herein, the DNR agrees to sell and permit Purchaser to cut and remove Included Timber and Purchaser agrees to purchase, cut, and remove Included Timber.

3 - Payments

3.3 - Pre-measured Sales

3.3.4 - Dividing payment units (7/14)

Payment Unit(s) with value over \$20,000 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.

3.4 - Damaged Timber

3.4.3 - Special Protection Areas (8/11)

The Purchaser shall protect special protection areas from damage by the Purchaser's operations. Special protection areas are marked with an orange boundary line and blue and white striped flagging and are shown on the Timber Sale Map. The Purchaser shall not operate in or cut live or dead trees within special protection areas. Trees adjacent to these areas cannot be felled inside of the orange boundaries. If the Purchaser's operations have cut or damaged special protection areas through carelessness, the Purchaser shall pay \$10,000 as fixed, agreed and liquidated damages for each acre or part thereof cut or damaged. Such payment does not constitute ownership of the undesignated timber.

4 - Transportation

4.1 - Construction

4.1.3 - Slash and earthen piles (8/04)

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

4.1.4 - 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, not left in windrows, and kept a minimum of 10 feet away from 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. Payment Unit 5 will need to be accessed from the east utilizing 2225 Road and A31B Rd. A31B Rd will need to be bermed and obliterated when the Payment Unit is complete.

4.1.7 - Road closure (10/11)

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. Stumps and brush must be placed along the remainder of the trail. These roads must be rendered impassable to cars and trucks. If Forest Service roads 2382 or 2858 are used for operations they must be closed when harvesting is complete. Contact the sale administrator for specific details of design and placement.

4.2 - Maintenance

4.2.4 - Grading (10/16)

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

4.3 - 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 H-13 and County Road 440.

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

5.2.1 - Slash

5.2.1.2 - Slash Removal

5.2.1.2.1 - Slash removal, right-of-way (9/16)

All slash must be removed at least 10 feet from the cleared right-of-way of forest service roads. Within 25 feet of forest service roads slash must be reduce to 1 foot and no higher than 4 feet anywhere else. Slash cannot be windrowed.

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, 2, 3 & 5, unless changed by written agreement, cutting, skidding, and hauling are limited to dry

summer conditions or frozen conditions. Generally, this period is December 1 through March 31 for frozen conditions, and July 15 through August 31 for dry summer conditions. This restriction is due to sensitive soils. If dry summer conditions persist, this spec can be waived by written agreement.

5.2.3.2 - Operating restrictions (9/11)

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

5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 6 and 7, 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.

5.2.32 - 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 on H-13, County Road 440, Forest Service Road 2109, or LL Road (Forest Service Road 2224).

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

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

5.2.41 - Snowmobile trail protection (9/11)

Forest Service Road 2109 is a snowmobile trail and is shown on the Timber Sale Map. Do not cut or damage posts with orange trail markers or traffic control signs. If the trail is used for hauling, it must be graded to the satisfaction of the Unit Manager or his/her representative prior to December 1st. If the trail is used during the snowmobile season a 4" base of snow must be left. Maintain a 20 foot wide slash, debris, and rut free zone daily using the snowmobile trail as the centerline. Forest products cannot be decked along the trail, a back-in will need to be constructed. All stumps within 20 feet of the snowmobile trail must be cut flush at ground level.

5.4 - Soil Protection

5.4.4 - Slope protection (9/19)

Skid trails and roads on slopes shall be water barred with slash, stumps, and/or clean straw bales native to the area as soon as use is complete to prevent erosion.

5.4.7 - Rutting restriction, Riparian Management Zone (RMZ) (1/09)

There is a Riparian Management Zone (RMZ) located at the pinch point between Payment Units 4 and 5 where ephemeral drainages occur. Operations are to cease immediately if equipment and weather conditions result in rutting of skid trails which is 6 inches or greater in depth and 25 feet in length. For this reason, Payment Unit 5 will have to be accessed from the east. 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.

5.6 - Debris and Waste Material

5.6.2 - GNA, equipment cleaning (1/16)

(a) Areas, known by the DNR prior to timber sale advertisement, that are infested with invasive species of concern are shown on the Timber Sale Map. A current list of invasive species of concern and a map showing the extent of known infestations is available from the DNR. For purposes of this provision, "Off-Road Equipment" includes all logging and construction machinery, except for log trucks, chip vans, service vehicles, water trucks, pickup trucks, cars, and similar vehicles.

(b) Purchaser shall adhere to the following requirements with regard to cleaning "Off-Road Equipment":

(i) Prior to moving Off-Road Equipment onto the Sale Area, Purchaser shall identify the location of the equipment's most recent operation. Purchaser shall not move any Off-Road Equipment that last operated in an area infested with one or more invasive species of concern onto Sale Area without having cleaned such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and having notified the DNR, as provided in (iii). If the location of prior operation

cannot be identified, then Purchaser shall assume that the location is infested with invasive species of concern.

(ii) Prior to moving Off-Road Equipment from a cutting unit that is shown on the Timber Sale Map to be infested with invasive species of concern to, or through any other area that is shown as being free of invasive species of concern, or infested with a different invasive species, Purchaser shall clean such equipment of seeds, soil, vegetative matter, and other debris that could contain or hold seeds, and shall notify the DNR, as provided in (iii).

(iii) Prior to moving any Off-Road Equipment subject to the cleaning requirements set forth above, Purchaser shall advise DNR of its cleaning measures and make the equipment available for inspection. DNR shall have 2 days, excluding weekends and State holidays, to inspect equipment after it has been made available. After satisfactory inspection or after such 2 day period, Purchaser may move the equipment as planned. Equipment shall be considered clean when a visual inspection does not disclose seeds, soil, vegetative matter, and other debris that could contain or hold seeds. Purchaser shall not be required to disassemble equipment unless so directed by the DNR after inspection.

(iv) If Purchaser desires to clean Off-Road Equipment on National Forest land, such as at the end of a project or prior to moving to, or through an area that is free of invasive species of concern, Purchaser shall obtain prior approval from the Unit Manager or his/her representative as to the location for such cleaning and measures, if any, for controlling impacts.

(v) Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(c) Nothing contained in this Condition & Requirement shall be interpreted as creating any warranty on the part of the DNR that all locations of invasive species of concern have been described herein, elsewhere in this Contract, or designated on the ground. Following sale advertisement, additional locations may be described or designated, and other species may be added to the list of invasive species of concern. In such event, the Unit Manager or his/her representative may order delay, interruption, or modification of this Contract pursuant to Condition & Requirement 7.3 or 7.3.4.

(d) The parties shall promptly communicate with one another with respect to description or designation of additional locations; discovery of locations of new species or new infestation; and, addition of species to the list of invasive species of concern.

5.8 - Protection of Endangered Species

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

In the event that an active red shoulder hawk or goshawk nest is found, the contract may be amended to protect the nest site until the nest is determined to be inactive. The value of the trees in this excluded area will be refunded or credited to the Purchaser. The nest will be buffered with a five-chain radius (eight acre) protection area, centered on the nest tree, in which there will be no cutting or new roads constructed. Avoid human disturbance, including loading and skidding, in the protection area.

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from April 1 to July 30. Limit biomass harvesting and chipping operations within this ten-chain zone, retain the maximum one-third of residues per the Woody Biomass Harvesting Guidelines (Michigan DNR 2010). Nests determined to be inactive will be protected with a one-chain no-harvest buffer.

6 - Safety and Fire Prevention

6.2 - Signing

6.2.1 - Road posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on H-13, LL Road, and County Road 440 prior to beginning operations. The road must be posted at appropriate distances from the sale area to warn of logging activity and truck traffic. Signs must be removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

6.2.2 - Snowmobile trail posting (10/20)

The Purchaser is responsible for posting and maintaining caution signs on Forest Service Road 2109 (Snowmobile Trail) prior to beginning operations during the snowmobile season (approximately December 1 to March 31). The trail must be posted at

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

7 - Other Conditions

SKIP

7.1.1 - GNA, title (7/16)

General Condition & Requirement 7.1 is inapplicable. The following applies to this contract.

All right, title, and interest in and to any Included Timber shall remain in USDA Forest Service with the State of Michigan acting on behalf of the USDA Forest Service under this GNA contract, until it has been Measured, removed from Sale Area or other authorized cutting area, and paid for, at which time title shall vest in Purchaser. Title to any Included Timber that has been Measured and paid for, but not removed from Sale Area or other authorized cutting area by Purchaser on or prior to Termination Date, shall remain in USDA Forest Service.

7.3 - Contract Modifications

7.3.4 - GNA, contract suspension and modification (5/16)

(a) The Unit Manager may, by written order, delay or interrupt authorized operations under this contract or, notwithstanding Condition & Requirement 7.3, modify this contract, in whole or in part:

(i) To prevent environmental degradation or resource damage, including, but not limited to, harm to habitat, plants, animals, cultural resources, or cave resources;

(ii) To ensure consistency with land and resource management plans or other documents prepared pursuant to the National Environmental Policy Act of 1969, 42 USC 4321-4347;

(iii) To conduct environmental analysis, including, but not limited to, engaging in consultation pursuant to the Endangered Species Act of 1973, 16 USC 1531, et seq.; or

(iv) Upon agreement of the Forest Service, due to administrative appeal or litigation, regardless of whether the Unit Manager's order is required by a court order or this contract is named in such a proceeding.

(b) In the event of an order delaying or interrupting Purchaser's Operations under this Condition & Requirement, Purchaser's remedy shall be:

(i) a no cost contract extension,

(ii) reimbursement for Out-of-Pocket Expenses,

however, the foregoing remedies shall be available only to the extent that the Unit Manager's order was the sole and exclusive cause of the delay or interruption of Purchaser's operations.

(c) Remedies awarded to the Purchaser shall not be duplicative, and the Unit Manager shall have the right to structure remedies provided herein to avoid duplicative compensation.

(d) Purchaser agrees that this Condition & Requirement, and the remedies provided herein shall apply regardless of any finding by any court that the DNR failed to comply with any statute, regulation and/or policy in connection with awarding, advertising, or authorizing this sale, or a similar sale.

7.5 - Loss

7.5.2 - GNA, liability for loss (7/16)

If Included Timber is destroyed or damaged by an unexpected event that changes the nature of Included Timber, such as wind, flood, insects, disease, or similar cause, the Purchaser shall bear the timber value loss resulting from such destruction or damage.

Deterioration or loss of timber value due to delay or interruption under 7.3.4 - GNA, contract suspension and modification, shall be borne by the party holding title. In this event, Included Timber to which USDA Forest Service holds title, Purchaser of the State GNA contract will not be obligated to remove and pay for such timber. This Subsection shall not be construed to relieve either party of liability for negligence.

7.10 - Certified Timber

7.10.1 - Non-certified timber (2/16)

The area encompassed by this timber sale is not certified to the standards of the Forest Stewardship Council (FSC) or the Sustainable Forestry Initiative (SFI). Forest products from this sale may not be delivered to the mill as "FSC and / or SFI certified". The lands within this sale belong to the National Forest system and are being managed by the State as part of a Good Neighbor Authority (GNA) agreement.

99 - Unique

SKIP

99.1 - Unique Sale Condition (5/19)

Forest Service Road 2109 has Garlic Mustard throughout the ROW. If the sale is harvested any time other than the winter, equipment will need to be cleaned before moving from Payment Unit 7 to any another Payment Unit.



TIMBER SALE MAP

This information provided by authority of Part 5, 1994 PA 451, as amended.

| | |
|-------------|------|
| Sale Number | Year |
| 41-012-22 | 2022 |

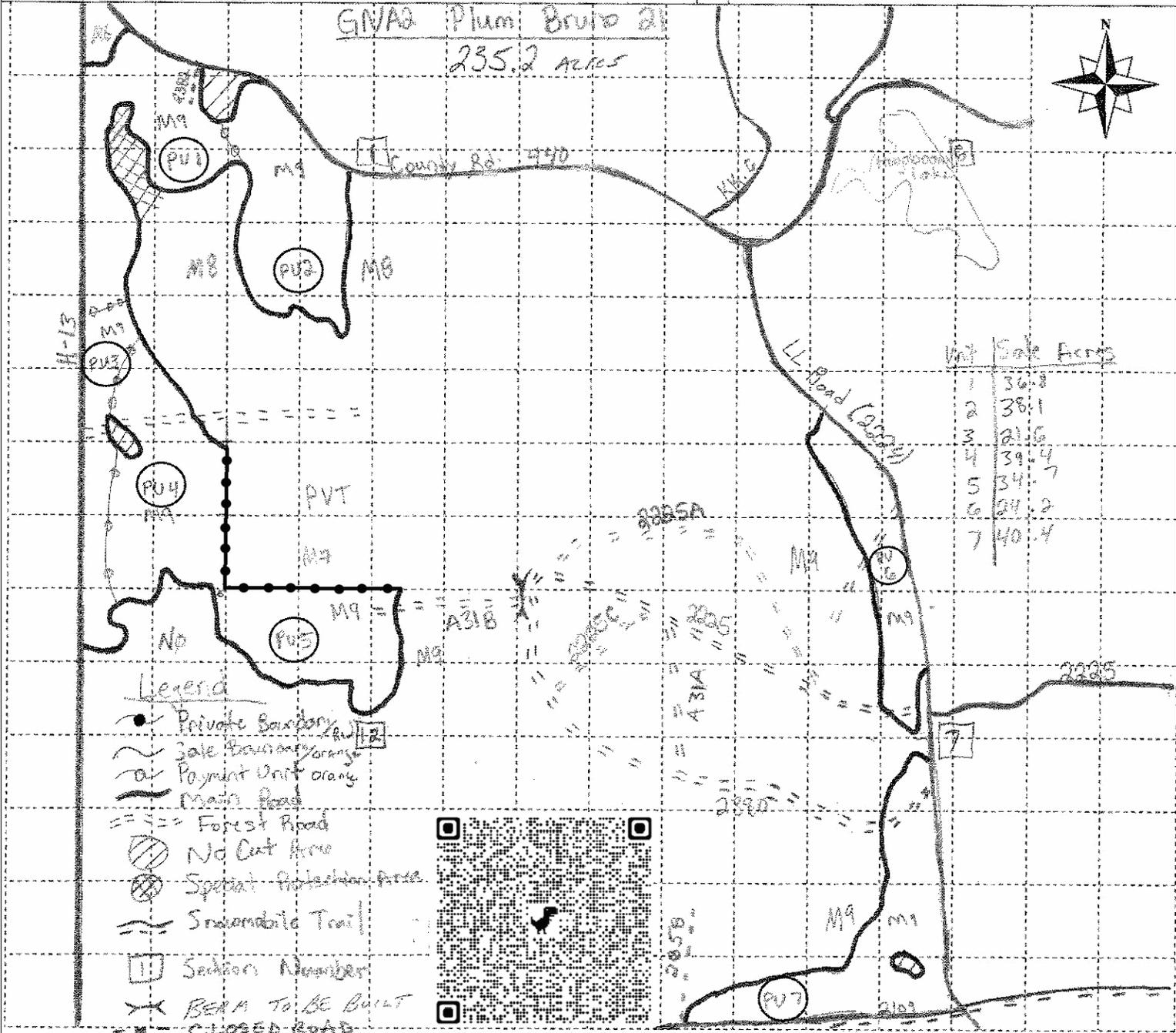
| | | | | | |
|--------------------------------------|-----------------|-------------------------|---|--------------------------|---------|
| Forest Management Unit Shingleton | County Delta | Mapped By Kyle Gould | Date 8/3/2022 | Page 1 | of 1 |
| Compartiment Number 7912031 | Township 43N | Range 18W, 19W | Section(s) and Subdivision(s) 6-SESW 7-N1/2NW, SENW, NESW, S1/2SW 1-S1/2NW, SW 12-NW, W1/2NE | Scale: 4 inches = 1 mile | |

Cover Type

| | | | |
|---------------------|-------------------------|-------------------------|------------------------|
| A = Aspen | J = Jack Pine | O = Oak | U = Upland Brush |
| B = Paper Birch | K = Rock | P = Lowland Poplar | UM = Upland Mix Forest |
| C = Cedar | L = Lowland Brush | Q = Mixed Swamp Conifer | V = Bog or Marsh |
| D = Treed Bog | LM = Lowland Mix | R = Red Pine | W = White Pine |
| E = Swamp Hardwoods | Forest | S = Black Spruce | X = Non Stocked |
| F = Spruce/Fir | M = Maple, Beech, Birch | T = Tamartack | Y = Sand |
| G = Grass | MC = Mixed Conifer | | Z = Water |
| H = Hemlock | MD = Mixed Deciduous | | |
| | N = Marsh | | |

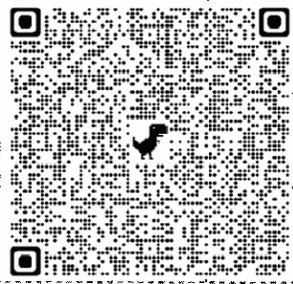
Density

| | |
|-----------------------------|------------------------|
| 0 = Non Stocked | 5 = Pole Timber Medium |
| 1 = Seedling Sapling Poor | 6 = Pole Timber Well |
| 2 = Seedling Sapling Medium | 7 = Saw Timber Poor |
| 3 = Seedling Sapling Well | 8 = Saw Timber Medium |
| 4 = Pole Timber Poor | 9 = Saw Timber Well |



Legend

- Private Boundary
- Sale Boundary
- Payment Unit
- Main Road
- Forest Road
- No Cut Area
- Special Protection Area
- Snowmobile Trail
- Section Number
- BERM TO BE BUILT
- CLOSED ROAD



GNA2 Plum Bruno 21 (41-812-22)

T43N, R18W, SEC. 6; T43N, R18W, SEC. 7; T43N, R19W, SEC. 1; T43N, R19W,

In response to the notice of sale to be held 2:00 p.m. (local time) on September 28, 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.

| <u>PRODUCTS & SPECIES</u> | <u>ESTIMATED VOLUME*</u> | <u>ADVERTISED PRICE</u> | <u>BID PRICE/UNIT</u> |
|-------------------------------|--------------------------|-------------------------|-----------------------|
| Sawtimber | | | |
| Black Cherry | 65.5 MBF | \$ 73.00/MBF | \$ _____ |
| Red Maple | 247.2 MBF | \$ 93.00/MBF | \$ _____ |
| Sugar Maple | 533.9 MBF | \$ 289.00/MBF | \$ _____ |
| Pulpwood | | | |
| Balsam Fir | 52 Cords | \$ 8.15/Cord | \$ _____ |
| Mixed Hardwood | 1,457 Cords | \$ 12.35/Cord | \$ _____ |
| Quaking Aspen | 222 Cords | \$ 19.10/Cord | \$ _____ |

*The volumes are statistically estimated within plus (+) or minus (-) 10.77 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 AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.

Individual or company representative's signature: _____ Date: _____

Phone number : _____ Email (optional): _____

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



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

TIMBER SALE VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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

Please Check Appropriate Categories:

1. My business is organized as (you **must** check one of the boxes below):
 - A. Sole Proprietorship (individual)
 - B. Partnership
 - C. Corporation
2. You **must** check one of the boxes below:
 - A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.
 - B. I certify my business has satisfied its obligation 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

_____ 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