



**DEPARTMENT OF NATURAL RESOURCES  
STATE OF MICHIGAN**

**TIMBER SALE PROSPECTUS #6988**

SCHEDULED SALE DATE AND TIME: 10:00 a.m. (local time) on December 7, 2021.

LOCATION: ATLANTA MGMT UNIT, 13501 M 33, ATLANTA, MI 49709.

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

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

PD Time Upland Mix (54-005-20) / T30N, R02E, SEC. 22, S1/2NW.

T30N, R02E, SEC. 23, NWNW.

Montmorency County, Advertised Price \$4,090.40, 21.9 Acres, Aspen, Hardwood.

SALE NOTE: Access through private land is required for harvesting Payment Units 2 and 3. Refer to Timber Sale Spec 4.4.1 Private Property Access for details. Contact Forester Dale Parris at (989) 590-1204 for private landowner contact information.

Access may be through private or other public land.

C22 Aspen and Oak (54-042-20) / T30N, R02E, SEC. 26, NW,N1/2NE,SW,SWSE.

T30N, R02E, SEC. 27, SENE,E1/2SE.

T30N, R02E, SEC. 35, NENW,NWNE.

Montmorency County, Advertised Price \$89,836.55, 137.2 Acres, Aspen, Hardwood.

SALE NOTE: The harvest of Payment Unit 3 is dependent upon an easement acquisition by the MI DNR. Refer to Timber Sale Spec 2.1.11 Description of Timber Note for details.

Access may be through private or 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, ATLANTA OFFICE, 13501 M 33, ATLANTA, MI 49709, no later than 10:00 a.m. (local time) on December 7, 2021. 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](http://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](http://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

PD Time Upland Mix (54-005-20)

T30N, R02E, SEC. 22; T30N, R02E, SEC. 23.

Montmorency County (Advertised Price \$4,090.40)

SALE NOTE: Access through private land is required for harvesting Payment Units 2 and 3. Refer to Timber Sale Spec 4.4.1 Private Property Access for details. Contact Forester Dale Parris at (989) 590-1204 for private landowner contact information.

Access may be through private or 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 T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
Mixed Aspen	2.7 MBF	\$ 48.00 / MBF
Mixed Oak	4.4 MBF	\$ 34.00 / MBF
Red Pine	1.8 MBF	\$ 32.00 / MBF
White Pine	0.8 MBF	\$ 17.00 / MBF
Pulpwood		
Balsam Fir	2 Cords	\$ 7.45 / Cord
Jack Pine	6 Cords	\$ 5.00 / Cord
Mixed Aspen	204 Cords	\$ 12.10 / Cord
Mixed Hardwood	41 Cords	\$ 10.15 / Cord
Mixed Oak	42 Cords	\$ 17.05 / Cord
Red Pine	3 Cords	\$ 12.15 / Cord
White Pine	10 Cords	\$ 5.80 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 21.78 percent. There are an estimated 333 cords on this timber sale, plus or minus 73 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 \$205.00 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	22.3%
02	35.1%
03	42.6%
4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2024.

### **SALE STATISTICS**

#### **SALE VOLUMES**

VOLUME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
26,304	333	21.78%	260	405

**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.

VDU	VOLUME		PERCENT ERROR	RANGE IN CORDS	
	TOTAL CUBIC FEET	TOTAL CORDS		MINIMUM	MAXIMUM
1	6,154	78	19.79%	62	93
6	20,137	255	29.60%	179	330
<b>TOTAL:</b>	<b>26,291</b>	<b>333</b>		<b>242</b>	<b>424</b>

**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
1	4.7	1	4.7
6	17.2	2	7.7
		3	9.5
<b>TOTAL:</b>	<b>21.9</b>		<b>21.9</b>

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Oak <i>B/R/Hybrid Oak</i> Red Pine White Pine Jack Pine Mixed Hardwood <i>Paper Birch</i> <i>Red Maple</i> Mixed Oak <i>B/R/Hybrid Oak</i> <i>White Oak</i> Red Pine White Pine	Sawtimber    Pulpwood           	2.0 2.0 1.8 0.8 6 27 5 22 22 19 3 3 10	MBF <i>MBF</i> MBF MBF Cords Cords <i>Cords</i> <i>Cords</i> Cords <i>Cords</i> <i>Cords</i> Cords Cords	4.7	\$912.80
2	Mixed Aspen <i>B. T. Aspen</i> <i>Quaking Aspen</i> Mixed Oak <i>B/R/Hybrid Oak</i> <i>Red Oak</i> Balsam Fir Mixed Aspen <i>B. T. Aspen</i> <i>Quaking Aspen</i> Mixed Hardwood <i>Red Maple</i> Mixed Oak <i>B/R/Hybrid Oak</i> <i>Red Oak</i> <i>White Oak</i>	Sawtimber      Pulpwood               	1.3 0.9 0.4 1.1 0.4 0.7 1 92 56 36 6 6 9 5 1 3	MBF <i>MBF</i> <i>MBF</i> MBF <i>MBF</i> <i>MBF</i> Cords Cords <i>Cords</i> <i>Cords</i> Cords <i>Cords</i> <i>Cords</i> Cords <i>Cords</i> <i>Cords</i> <i>Cords</i>	7.7	\$1,434.80
3	Mixed Aspen <i>B. T. Aspen</i> <i>Quaking Aspen</i> Mixed Oak <i>B/R/Hybrid Oak</i> <i>Red Oak</i> Balsam Fir Mixed Aspen <i>B. T. Aspen</i> <i>Quaking Aspen</i> Mixed Hardwood <i>Red Maple</i> Mixed Oak <i>B/R/Hybrid Oak</i> <i>Red Oak</i> <i>White Oak</i>	Sawtimber      Pulpwood               	1.4 1.0 0.4 1.3 0.5 0.8 1 112 68 44 8 8 11 6 1 4	MBF <i>MBF</i> <i>MBF</i> MBF <i>MBF</i> <i>MBF</i> Cords Cords <i>Cords</i> <i>Cords</i> Cords <i>Cords</i> <i>Cords</i> Cords <i>Cords</i> <i>Cords</i> <i>Cords</i>	9.5	\$1,742.80
TOTAL:			9.7	MBF		
TOTAL:			308	Cords		

# Sale Specific Conditions & Requirements

**Sale Name: PD Time Upland Mix**

**Sale Number: 54-005-20 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. Interior Payment Unit boundaries are marked with yellow paint. Retention patches are marked with red paint; no harvesting activities may occur within these areas. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

## 2 - Timber Specifications

### 2.1 - Included Timber

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

Within Payment Unit(s) 1 - 3, cut all trees that are two (2) inches or more at DBH, except trees marked in green paint. In addition, do not cut, white oak in Payment Unit 1 and all pine in Payment Units 2 and 3. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

## 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, pine and oak seedlings and saplings shall be protected. If more than 25% of the pine and/or oak tree seedlings or saplings (1/4" to 4.5" DBH) within a specified portion of the Sale Area are damaged, liquidated damages will be assessed at \$100 per acre for all acreage within that specified portion of the Sale Area that was damaged.

No damage is acceptable to 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.

#### 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 green paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$250 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)

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.



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

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

### 4.2 - Maintenance

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

The following road maintenance is required to prevent the breakdown of forest roads: All forest roads prone to excessive rutting, as determined by the sale administrator, must be fortified with 3-Inch Minus Crushed Limestone, to the sale administrator's satisfaction, prior to use by forestry equipment and logging trucks. Operations on forest roads showing signs of rutting must cease, as determined by the sale administrator, until the specified portion of forest road is fortified with 3-Inch Minus Crushed Limestone, to the sale administrator's satisfaction, before further road use continues. This spec is in place to prevent excessive road repair costs through preventative 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.

### 4.4 - Access

#### 4.4.1 - Private property access (3/11)

Permission for access across private land is the responsibility of the Purchaser. A copy of the written permission from the private landowner must be given to the Unit Manager within 30 days of the bid opening and prior to the beginning of operations.

#### 4.4.3 - Access gate (12/08)

The private property access gate used to access Payment Units 2 and 3 must be locked per the discretion of the private landowner granting access. This is to prevent someone other than the Purchaser from going through the gate.

## 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 in a Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Riverside Energy Michigan LLC at (231) 995-4111.

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

A post-sale conference on site between the Purchaser and sale administrator is required 3 days prior to the completion of active logging operations to determine clean-up and repair of landings, road edges, and the fulfillment of other contract specifications.

### 5.2 - Conduct of Operations

#### 5.2.2 - 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) 2 and 3, unless changed by written agreement, cutting, skidding, and hauling are not permitted during the period of 10/1 to 12/1. This restriction is for protecting private landowner interests.

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

Within Payment Unit(s) 1 - 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.

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

Timber harvesting in any Payment Unit must be completed before significant tree 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 and 2, leave one, 8" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres. These trees will be evenly scattered throughout the Payment Unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles. 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.

##### 5.2.33 - Gas well re-vegetation (12/08)

In the event that the gas well is utilized for a landing, the site must be re-vegetated with a seeding mixture specified by the Unit Manager or his/her representative.

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

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

#### 5.4 - Soil Protection

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

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

#### 5.8 - Protection of Endangered Species

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

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

### 6 - Safety and Fire Prevention

#### 6.2 - Signing

##### 6.2.1 - Road posting (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.



# TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

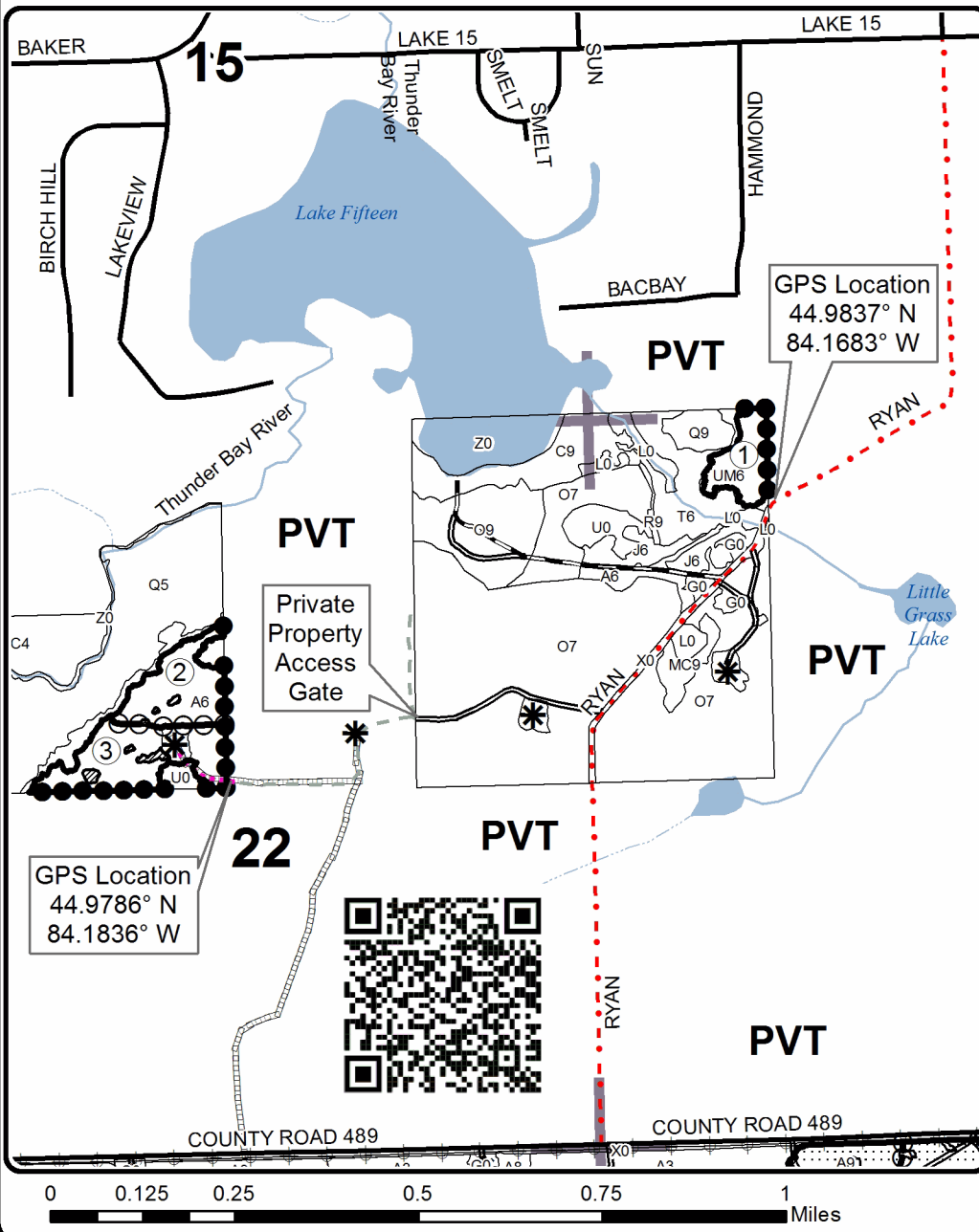
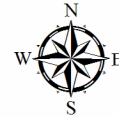
Sale Number	Year
54-005	20

Forest Management Unit Atlanta	County Montmorency	Mapped By D. Parris	Date 9/30/2020	Page 1	of 1
Township 30N	Range 02E	Section(s) and Subdivision(s) Sec. 22 S1/2NW; Sec. 23 NWNW	Scale 1:15,840		

Cover Type				Density	
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor
D = Tread Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water		
G = Grass	MD = Mixed Deciduous	T = Tamarack			

PU	Acres
1	4.7
2	7.7
3	9.5

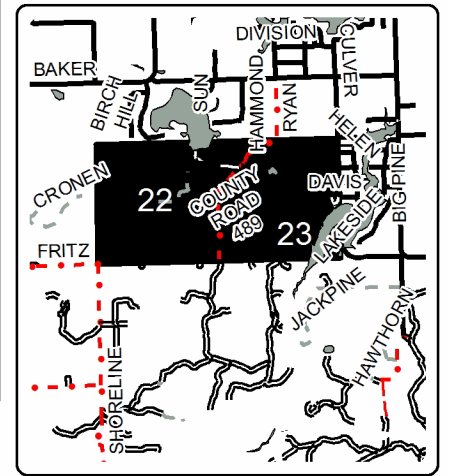
## PD Time Upland Mix Compartment 22 21.9 Acres



### Legend

- Sale\_Boundary\_MultipartToSin1
- Against State (Red)
- Payment Unit (Yellow)
- Private Line (Blue)
- Retention Area (Red)
- Stand Boundaries
- Nearby Timber Sales
- Payment Unit
- Well Pad
- DNR - Primary Forest Road
- DNR - Secondary Forest Road
- Federal/State/County-Paved Road
- County - Gravel Road
- Private - Dirt / Gravel Road
- DNR - Temp. Management Access
- Intermittent Stream
- Rivers and Streams
- Lakes
- Pipeline
- Powerline
- Section Corners

Locator Map  
1:100,000





## TIMBER SALE INFORMATION

### C22 Aspen and Oak (54-042-20)

T30N, R02E, SEC. 26; T30N, R02E, SEC. 27; T30N, R02E, SEC. 35.  
Montmorency County (Advertised Price \$89,836.55)

SALE NOTE: The harvest of Payment Unit 3 is dependent upon an easement acquisition by the MI DNR. Refer to Timber Sale Spec 2.1.11 Description of Timber Note for details.

Access may be through private or 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 T-Sale computer program and our traditional volume equations. Bids must be at or above the following advertised price for each product and species:

<u>PRODUCTS &amp; SPECIES</u>	<u>ESTIMATED UNITS*</u>	<u>ADVERTISED PRICE</u>
Sawtimber		
BI/R/Hybrid Oak	77.6 MBF	\$ 61.00 / MBF
Mixed Aspen	92.7 MBF	\$ 105.00 / MBF
Red Maple	8.6 MBF	\$ 52.00 / MBF
Red Oak	23.3 MBF	\$ 166.00 / MBF
Red Pine	6.4 MBF	\$ 70.00 / MBF
White Oak	22.8 MBF	\$ 75.00 / MBF
Pulpwood		
Balsam Fir	165 Cords	\$ 16.35 / Cord
Jack Pine	19 Cords	\$ 11.05 / Cord
Mixed Aspen	1,300 Cords	\$ 26.65 / Cord
Mixed Hardwood	386 Cords	\$ 22.30 / Cord
Mixed Oak	595 Cords	\$ 37.50 / Cord
Red Pine	5 Cords	\$ 26.70 / Cord
White Pine	21 Cords	\$ 12.75 / Cord
White Spruce	3 Cords	\$ 7.40 / Cord

\* The total volume is statistically estimated within plus (+) or minus (-) 9.79 percent. There are an estimated 3,029 cords on this timber sale, plus or minus 297 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 \$4,492.00 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	11.8%
02	13.1%
03	9.6%
04	16.2%
05	15.3%
06	5.6%
07	10.2%
08	13.6%
09	4.6%

4. If no cutting takes place, the 10% down payment will not be refunded.
5. Operations on the contract issued will terminate on 06/30/2024.

### **SALE STATISTICS**

**SALE VOLUMES**

VOLUME			STATISTICAL RANGE IN CORDS	
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
239,274	3,029	9.79%	2,732	3,325

**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
10	13,699	173	57.63%	73	273
11	2,568	33	43.19%	18	47
33	13,872	176	40.04%	105	246
72	68,327	865	17.15%	717	1,013
90	6,936	88	65.48%	30	145
97	13,272	168	47.58%	88	248
109	8,461	107	37.73%	67	148
112	35,274	447	15.08%	379	514
121	26,323	333	34.39%	219	448
124	50,592	640	13.59%	553	727
<b>TOTAL:</b>	<b>239,323</b>	<b>3,029</b>		<b>2,250</b>	<b>3,809</b>

**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
10	5.1	3	5.1
11	2.2	3	2.2
33	10.4	9	10.4
72	33.8	4	17.5
		5	16.3
90	4.3	3	4.3
97	7.4	6	7.4
109	4.2	1	4.2
112	14.0	1	4.7
		2	9.3
121	15.9	1	8.1
		2	7.8
124	39.9	7	17.1
		8	22.8
<b>TOTAL:</b>	<b>137.2</b>		<b>137.2</b>

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE			
1	BI/R/Hybrid Oak	Sawtimber	0.2	MBF	17.0	\$10,586.95			
	Mixed Aspen		7.2	MBF					
	<i>B. T. Aspen</i>		3.6	<i>MBF</i>					
	<i>Quaking Aspen</i>		3.6	<i>MBF</i>					
	Red Maple		2.1	MBF					
	Red Oak		1.7	MBF					
	Red Pine		2.1	MBF					
	Balsam Fir	Pulpwood	44	Cords					
	<i>Balsam Fir</i>	<i>Sawtimber</i>	0.8	<i>MBF</i>					
	<i>Balsam Fir</i>	<i>Pulpwood</i>	42	<i>Cords</i>					
	Mixed Aspen		258	Cords					
	<i>B. T. Aspen</i>		60	<i>Cords</i>					
	<i>Balsam Poplar</i>		6	<i>Cords</i>					
	<i>Quaking Aspen</i>		192	<i>Cords</i>					
	Mixed Hardwood		48	Cords					
	<i>Sugar Maple</i>	<i>Sawtimber</i>	0.5	<i>MBF</i>					
	<i>Paper Birch</i>	<i>Pulpwood</i>	2	<i>Cords</i>					
	<i>Red Maple</i>		44	<i>Cords</i>					
	<i>Sugar Maple</i>		1	<i>Cords</i>					
	Mixed Oak		12	Cords					
	<i>BI/R/Hybrid Oak</i>		7	<i>Cords</i>					
	<i>Red Oak</i>		5	<i>Cords</i>					
	Red Pine		2	Cords					
	White Pine		7	Cords					
	<i>White Pine</i>	<i>Sawtimber</i>	0.5	<i>MBF</i>					
	<i>White Pine</i>	<i>Pulpwood</i>	6	<i>Cords</i>					
	White Spruce		3	Cords					
	2	BI/R/Hybrid Oak	Sawtimber	0.5			MBF	17.1	\$11,760.15
		Mixed Aspen		8.6			MBF		
		<i>B. T. Aspen</i>		5.5			<i>MBF</i>		
<i>Quaking Aspen</i>			3.1	<i>MBF</i>					
Red Maple			3.2	MBF					
Red Oak			1.2	MBF					
Red Pine			4.3	MBF					
Balsam Fir		Pulpwood	29	Cords					
<i>Balsam Fir</i>			29	<i>Cords</i>					
Mixed Aspen			297	Cords					
<i>B. T. Aspen</i>			75	<i>Cords</i>					
<i>Quaking Aspen</i>			222	<i>Cords</i>					
Mixed Hardwood			55	Cords					
<i>Red Maple</i>			55	<i>Cords</i>					
Mixed Oak			10	Cords					
<i>BI/R/Hybrid Oak</i>			7	<i>Cords</i>					
<i>Red Oak</i>			3	<i>Cords</i>					
Red Pine			3	Cords					
White Pine			7	Cords					
<i>White Pine</i>		<i>Sawtimber</i>	1.1	<i>MBF</i>					
<i>White Pine</i>	<i>Pulpwood</i>	5	<i>Cords</i>						
3	Mixed Aspen	Sawtimber	23.5	MBF	11.6	\$8,608.30			
	<i>B. T. Aspen</i>		18.2	<i>MBF</i>					
	<i>Quaking Aspen</i>		5.3	<i>MBF</i>					
	Balsam Fir	Pulpwood	16	Cords					
	<i>Balsam Fir</i>	<i>Sawtimber</i>	0.7	<i>MBF</i>					
	<i>Balsam Fir</i>	<i>Pulpwood</i>	15	<i>Cords</i>					
	Jack Pine		19	Cords					
	Mixed Aspen		192	Cords					

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE			
3 con't	<i>B. T. Aspen</i>	<i>Pulpwood</i>	128	<i>Cords</i>					
	<i>Quaking Aspen</i>		64	<i>Cords</i>					
	Mixed Hardwood		9	<i>Cords</i>					
	<i>Black Cherry</i>		3	<i>Cords</i>					
	<i>Paper Birch</i>		1	<i>Cords</i>					
	<i>Red Maple</i>		5	<i>Cords</i>					
	Mixed Oak		7	<i>Cords</i>					
	<i>BI/R/Hybrid Oak</i>		7	<i>Cords</i>					
	White Pine		7	<i>Cords</i>					
	<i>White Pine</i>	<i>Sawtimber</i>	0.3	<i>MBF</i>					
	<i>White Pine</i>	<i>Pulpwood</i>	6	<i>Cords</i>					
4	<i>BI/R/Hybrid Oak</i>	<i>Sawtimber</i>	6.1	<i>MBF</i>	17.5	\$14,730.35			
	Mixed Aspen		21.9	<i>MBF</i>					
	<i>B. T. Aspen</i>		14.8	<i>MBF</i>					
	<i>Quaking Aspen</i>		7.1	<i>MBF</i>					
	Red Maple		1.7	<i>MBF</i>					
	Red Oak		8.3	<i>MBF</i>					
	White Oak		6.9	<i>MBF</i>					
	Mixed Aspen	<i>Pulpwood</i>	185	<i>Cords</i>					
	<i>B. T. Aspen</i>		100	<i>Cords</i>					
	<i>Quaking Aspen</i>		85	<i>Cords</i>					
	Mixed Hardwood		76	<i>Cords</i>					
	<i>Paper Birch</i>		2	<i>Cords</i>					
	<i>Red Maple</i>		72	<i>Cords</i>					
	<i>Sugar Maple</i>		2	<i>Cords</i>					
	Mixed Oak		92	<i>Cords</i>					
	<i>BI/R/Hybrid Oak</i>		38	<i>Cords</i>					
	<i>Red Oak</i>		33	<i>Cords</i>					
	<i>White Oak</i>		21	<i>Cords</i>					
	5	<i>BI/R/Hybrid Oak</i>	<i>Sawtimber</i>	5.6			<i>MBF</i>	16.3	\$13,757.00
		Mixed Aspen		20.4			<i>MBF</i>		
<i>B. T. Aspen</i>			13.7	<i>MBF</i>					
<i>Quaking Aspen</i>			6.7	<i>MBF</i>					
Red Maple			1.6	<i>MBF</i>					
Red Oak			7.8	<i>MBF</i>					
White Oak			6.5	<i>MBF</i>					
Mixed Aspen		<i>Pulpwood</i>	174	<i>Cords</i>					
<i>B. T. Aspen</i>			94	<i>Cords</i>					
<i>Quaking Aspen</i>			80	<i>Cords</i>					
Mixed Hardwood			71	<i>Cords</i>					
<i>Paper Birch</i>			2	<i>Cords</i>					
<i>Red Maple</i>			67	<i>Cords</i>					
<i>Sugar Maple</i>			2	<i>Cords</i>					
Mixed Oak			85	<i>Cords</i>					
<i>BI/R/Hybrid Oak</i>			35	<i>Cords</i>					
<i>Red Oak</i>			30	<i>Cords</i>					
<i>White Oak</i>			20	<i>Cords</i>					
6		Mixed Aspen	<i>Sawtimber</i>	7.3	<i>MBF</i>	7.4	\$4,994.55		
		<i>B. T. Aspen</i>		6.6	<i>MBF</i>				
	<i>Quaking Aspen</i>		0.7	<i>MBF</i>					
	Red Oak		4.3	<i>MBF</i>					
	Balsam Fir	<i>Pulpwood</i>	36	<i>Cords</i>					
	<i>Balsam Fir</i>	<i>Sawtimber</i>	2.7	<i>MBF</i>					
	<i>Balsam Fir</i>	<i>Pulpwood</i>	31	<i>Cords</i>					
	Mixed Aspen		63	<i>Cords</i>					
	<i>B. T. Aspen</i>		38	<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>Quaking Aspen</i>	<i>Pulpwood</i>	25	<i>Cords</i>			
	Mixed Hardwood		29	<i>Cords</i>			
	<i>Paper Birch</i>		4	<i>Cords</i>			
	<i>Red Maple</i>		25	<i>Cords</i>			
	Mixed Oak		16	<i>Cords</i>			
	<i>BI/R/Hybrid Oak</i>		3	<i>Cords</i>			
	<i>Red Oak</i>		13	<i>Cords</i>			
7	BI/R/Hybrid Oak	Sawtimber	27.7	MBF	17.1	\$9,118.65	
	Mixed Aspen		0.5	MBF			
	<i>B. T. Aspen</i>		0.5	<i>MBF</i>			
	White Oak	Pulpwood	4.0	MBF			
	Mixed Aspen		17	<i>Cords</i>			
	<i>B. T. Aspen</i>		16	<i>Cords</i>			
	<i>Quaking Aspen</i>		1	<i>Cords</i>			
	Mixed Hardwood		33	<i>Cords</i>			
	<i>Red Maple</i>		33	<i>Cords</i>			
	Mixed Oak		157	<i>Cords</i>			
	<i>BI/R/Hybrid Oak</i>		136	<i>Cords</i>			
	<i>White Oak</i>		21	<i>Cords</i>			
8	BI/R/Hybrid Oak	Sawtimber	37.0	MBF	22.8	\$12,178.95	
	Mixed Aspen		0.6	MBF			
	<i>B. T. Aspen</i>		0.6	<i>MBF</i>			
	White Oak	Pulpwood	5.4	MBF			
	Mixed Aspen		23	<i>Cords</i>			
	<i>B. T. Aspen</i>		21	<i>Cords</i>			
	<i>Quaking Aspen</i>		2	<i>Cords</i>			
	Mixed Hardwood		45	<i>Cords</i>			
	<i>Red Maple</i>		45	<i>Cords</i>			
	Mixed Oak		209	<i>Cords</i>			
	<i>BI/R/Hybrid Oak</i>		181	<i>Cords</i>			
	<i>White Oak</i>		28	<i>Cords</i>			
9	BI/R/Hybrid Oak	Sawtimber	0.5	MBF	10.4	\$4,101.65	
	Mixed Aspen		2.7	MBF			
	<i>B. T. Aspen</i>		1.9	<i>MBF</i>			
	<i>Quaking Aspen</i>	0.8	<i>MBF</i>				
	Balsam Fir	Pulpwood	40	<i>Cords</i>			
	<i>Balsam Fir</i>		<i>Sawtimber</i>	1.2			<i>MBF</i>
	<i>Balsam Fir</i>		<i>Pulpwood</i>	38			<i>Cords</i>
	Mixed Aspen		91	<i>Cords</i>			
	<i>B. T. Aspen</i>		8	<i>Cords</i>			
	<i>Quaking Aspen</i>		83	<i>Cords</i>			
	Mixed Hardwood		20	<i>Cords</i>			
	<i>Red Maple</i>		18	<i>Cords</i>			
	<i>Sugar Maple</i>		2	<i>Cords</i>			
	Mixed Oak		7	<i>Cords</i>			
	<i>BI/R/Hybrid Oak</i>		6	<i>Cords</i>			
	<i>White Oak</i>		1	<i>Cords</i>			
TOTAL:			231.4	MBF			
TOTAL:			2,494	Cords			

## Sale Specific Conditions & Requirements

Sale Name: C22 Aspen and Oak

Sale Number: 54-042-20 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, red, and yellow paint. Exterior sale boundary lines against private property are marked with blue paint. Exterior sale boundary lines against state are marked with red paint. Interior Payment Unit boundaries are marked with yellow paint. 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. Yellow painted trees designating an interior Payment Unit boundary are only to be cut when all surrounding Payment Units have been paid.

### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1-9, cut all trees that are two (2) inches or more at DBH, except protect and do not cut green marked trees, cedar, or hemlock in any Payment Unit; protect and do not cut any pine in Payment Units 4, 5, and 9; protect and do not cut red pine in Payment Units 1, 2, 7, and 8. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

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

Note that the Michigan Department of Natural Resources is working on an easement to access Payment Unit 3. If the easement is not in place before the other Payment Units are completed or the contract expiration date, whichever comes first, the Unit will be removed from the contract with an amendment. No damages will be charged for Payment Unit 3 if it is removed from the contract.

#### 2.2 - Utilization

##### 2.2.6 - Roundwood operation required (5/07)

The skidding of whole trees or tree segments with limbs attached is prohibited within Payment Unit(s) 7 and 8. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length. This specification is for protecting erosion prone soils present in these Payment Units.

### 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 Payment Units 1 - 5 and 9, if more than 25% of the pine and/or oak 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 \$150 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.

##### 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 and trees marked with green paint within Payment Units 1, 2, 4, 5 and 7 - 9. 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)

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.

#### 4.1.12 - 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 within a Payment Unit to determine landing and road locations. The Unit Manager or his/her representative must be contacted at least 5 days in advance to schedule the conference.

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

The Purchaser is responsible for contacting the gas or pipeline company 30 days prior to operating equipment in the vicinity of well heads or natural gas pipelines. Contact Riverside Energy Michigan LLC at (231) 995-4111.

#### 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(s) 4 - 8, cutting, skidding, hauling within the Sale Area and brushing of access roads to the Sale Area 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(s) 1 - 3 and 9, 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.

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

Timber harvesting in any Payment Unit must be completed before significant tree 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) 3, leave one, 12" diameter or larger log-length (8 foot minimum) piece on the ground for every 2 acres, preferably a deciduous tree species such as oak or maple or if no hardwoods are present, a pine species (white or red). These trees will be evenly scattered throughout the Payment Unit, preferably at least two chains from any roads, two-tracks, or trails open to vehicles. This can be an unmerchantable piece or a full tree.

#### 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 pink marked trees within Payment Units 1, 2, 4 - 6, and 9. These trees should be pushed over after all timber has been cut and forwarded from the Sale Area or when all operations within the Payment Unit are complete. 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.

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

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

#### 5.2.33 - Gas well re-vegetation (12/08)

In the event that the gas well is utilized for a landing, the site must be re-vegetated with a seeding mixture specified by the Unit Manager or his/her representative.

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

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

### 5.4 - Soil Protection

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

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

#### 5.4.3 - Erosion control (12/08)

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

#### 5.4.4 - Slope protection (9/19)

Skid trails and roads on slopes shall be water barred with slash as soon as use is complete to prevent erosion.

#### 5.4.5 - Soil caution (11/04)

Care must be taken to minimize soil damage due to the sandy soils in Payment Units 7 and 8.

#### 5.4.6 - Wet area protection (5/10)

No harvesting operations, including skidding and felling, are to take place within the vernal pond areas or drainages. Care must be taken by the Purchaser to identify and avoid operating in these areas of the timber sale.

## 5.8 - Protection of Endangered Species

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

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

## 6 - Safety and Fire Prevention

### 6.2 - Signing

#### 6.2.1 - Road posting (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.



# TIMBER SALE MAP

This information provided by authority of Part 525, 1994 PA 451, as amended.

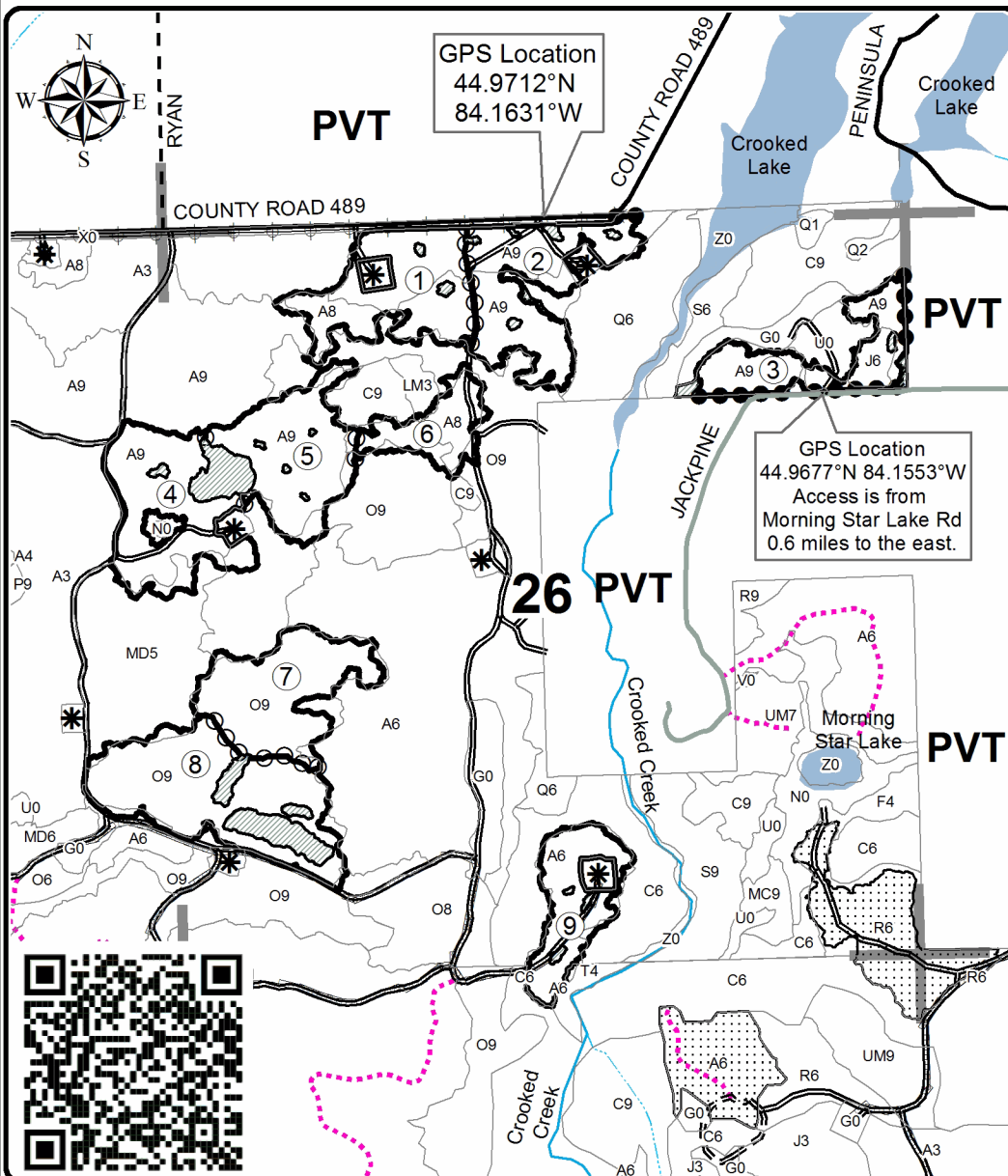
Sale Number	Year
54-042	20

Forest Management Unit Atlanta	County Montmorency	Mapped By Dale Parris	Date 09/30/2020	Page 1	of 1
Township 30N	Range 02E	Section(s) and Subdivision(s) Sec. 26 NW,N1/2NE,SW,SWSE Sec. 27 SENE,E1/2SE; Sec. 35 NENW,NWNE	Scale 1:15,840		

Cover Type				Density			
A = Aspen	H = Hemlock	N = Marsh	U = Upland Brush	0 = Non Stocked	5 = Pole Timber Medium		
B = Paper Birch	J = Jack Pine	O = Oak	UM = Upland Mixed	1 = Seedling Sapling Poor	6 = Pole Timber Well		
C = Cedar	L = Lowland Brush	P = Lowland Poplar	V = Bog or Marsh	2 = Seedling Sapling Medium	7 = Saw Timber Poor		
D = Treed Bog	LM = Lowland Mixed	Q = Mixed Swamp Conifer	W = White Pine	3 = Seedling Sapling Well	8 = Saw Timber Medium		
E = Swamp Hdwoods	M = Mpl, Bch, Brch	R = Red Pine	X = Non Stocked	4 = Pole Timber Poor	9 = Saw Timber Well		
F = Spruce Fir	MC = Mixed Conifer	S = Black Spruce	Z = Water				
G = Grass	MD = Mixed Deciduous	T = Tamarack					

PU	Acres	PU	Acres
1	17.0	6	7.4
2	17.1	7	17.1
3	11.6	8	22.8
4	17.5	9	10.4
5	16.3		

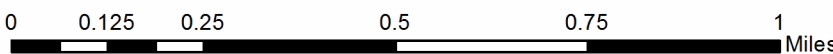
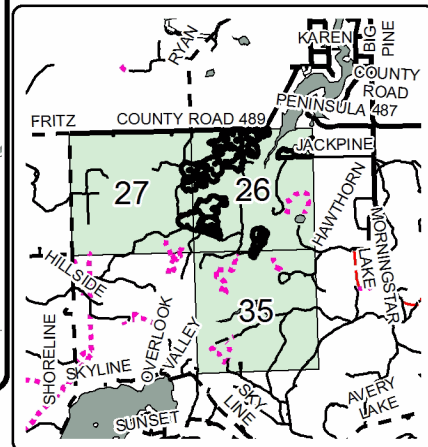
## C22 Aspen and Oak Compartment 22 137.2 Acres



### Legend

- Against State (Red)
- Payment Unit (Yellow)
- Private Line (Blue)
- ▨ Retention Area (Red)
- Stand Boundaries
- ⋯ Nearby Timber Sales
- \* Well Pad
- Secondary Forest Road
- == Forest Access Route
- Paved Road
- - Gravel Road
- Private Road
- ⋯ Temporary Management Access
- Pipeline
- ⚡ Powerline
- ⋯ Intermittent Stream
- Perennial River
- Lakes
- Section Corners

Locator Map  
1:100,000



PD Time Upland Mix (54-005-20)  
T30N, R02E, SEC. 22; T30N, R02E, SEC. 23; Montmorency COUNTY

In response to the notice of sale to be held 10:00 a.m. (local time) on December 7, 2021, 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 &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Mixed Aspen	2.7 MBF	\$ 48.00/MBF	\$ _____
Mixed Oak	4.4 MBF	\$ 34.00/MBF	\$ _____
Red Pine	1.8 MBF	\$ 32.00/MBF	\$ _____
White Pine	0.8 MBF	\$ 17.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	2 Cords	\$ 7.45/Cord	\$ _____
Jack Pine	6 Cords	\$ 5.00/Cord	\$ _____
Mixed Aspen	204 Cords	\$ 12.10/Cord	\$ _____
Mixed Hardwood	41 Cords	\$ 10.15/Cord	\$ _____
Mixed Oak	42 Cords	\$ 17.05/Cord	\$ _____
Red Pine	3 Cords	\$ 12.15/Cord	\$ _____
White Pine	10 Cords	\$ 5.80/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 21.78 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**



# 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.

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

## 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



C22 Aspen and Oak (54-042-20)

T30N, R02E, SEC. 26; T30N, R02E, SEC. 27; T30N, R02E, SEC. 35; Montmorency

In response to the notice of sale to be held 10:00 a.m. (local time) on December 7, 2021, 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 &amp; SPECIES</u>	<u>ESTIMATED VOLUME*</u>	<u>ADVERTISED PRICE</u>	<u>BID PRICE/UNIT</u>
<b>Sawtimber</b>			
Bl/R/Hybrid Oak	77.6 MBF	\$ 61.00/MBF	\$ _____
Mixed Aspen	92.7 MBF	\$ 105.00/MBF	\$ _____
Red Maple	8.6 MBF	\$ 52.00/MBF	\$ _____
Red Oak	23.3 MBF	\$ 166.00/MBF	\$ _____
Red Pine	6.4 MBF	\$ 70.00/MBF	\$ _____
White Oak	22.8 MBF	\$ 75.00/MBF	\$ _____
<b>Pulpwood</b>			
Balsam Fir	165 Cords	\$ 16.35/Cord	\$ _____
Jack Pine	19 Cords	\$ 11.05/Cord	\$ _____
Mixed Aspen	1,300 Cords	\$ 26.65/Cord	\$ _____
Mixed Hardwood	386 Cords	\$ 22.30/Cord	\$ _____
Mixed Oak	595 Cords	\$ 37.50/Cord	\$ _____
Red Pine	5 Cords	\$ 26.70/Cord	\$ _____
White Pine	21 Cords	\$ 12.75/Cord	\$ _____
White Spruce	3 Cords	\$ 7.40/Cord	\$ _____

\*The volumes are statistically estimated within plus (+) or minus (-) 9.79 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): \_\_\_\_\_

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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  
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## VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE

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\_\_\_\_\_ 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