

## DEPARTMENT OF NATURAL RESOURCES STATE OF MICHIGAN TIMBER SALE PROSPECTUS #7313

SCHEDULED SALE DATE AND TIME: 9:00 a.m. (local time) on October 12, 2023.

LOCATION: PIGEON RIVER COUNTRY MGMT UNIT, PO BOX 456, 9966 TWIN LAKES ROAD, VANDERBILT, MI 49795.

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

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

Finkle is Elkhorn (53-002-23) / T32N, R01W, SEC. 6, SESW,SE.
Otsego County, Advertised Price \$42,609.00, 41.0 Acres, Aspen, Hardwood.

Country Sedan Aspen (53-003-23) / T33N, R02W, SEC. 13, NW,SWNE,SW,N1/2SE,SWSE. Cheboygan County, Advertised Price \$137,960.05, 133.6 Acres, Aspen, Hardwood.

Blue Oakster Cult (53-019-23) / T32N, R01E, SEC. 7, S1/2NE,SE.

Montmorency County, Advertised Price \$2,469.00, 44.4 Acres, Hardwood, Red Oak.

SALE NOTE: This is a salvage harvest due to the Blue Lakes Fire in May of 2022. Note that misc. species 1 is dead red & white oak and misc. species 2 is dead red maple. All dead trees were cruised as pulpwood only.

#### BID INSTRUCTIONS (VER. 10/10/2022):

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

Bids must be received by the Unit Manager, PIGEON RIVER COUNTRY OFFICE, PO Box 456 9966 Twin Lakes Road, Vanderbilt, MI 49795, no later than 9:00 a.m. (local time) on October 12, 2023. For further information concerning this sale, contact Mark Monroe at 989-983-4101 extension.

#### 2. Bidder's Qualifications (10/22)

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. A person must be 18 years of age or older to purchase timber. Permanent employees of the Department of Natural Resources or members of their immediate household may not bid. Former employees, in the permanent or seasonal class, may not bid until 3 months after the last day of active duty. 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. Worker's Compensation (10/22)

Purchaser shall obtain worker's 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. Verification of Worker's Disability Compensation Act Compliance must be completed and submitted within 21 days of contract award and prior to the issuance of the timber sale contract. In addition, if applicable, Notice of Exclusion or Certificate of Insurance must also be submitted.

#### 10. Timber Sale Contract (10/22)

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).

#### 11. Disclaimer of Estimates and Bidder's Warranty of Inspection (10/22)

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.

#### 12. Certification and Chain-of-Custody (10/22)

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.

#### 13. Good Neighbor Authority (GNA) Requirements (10/22)

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).

- 14. Good Neighbor Authority (GNA) Requirements, con't (10/22) 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.

Scott Bowen Director

#### TIMBER SALE INFORMATION

Finkle is Elkhorn (53-002-23)
T32N, R01W, SEC. 6.
Otsego County (Advertised Price \$42,609.00)

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
B. T. Aspen	7.5	MBF	\$	56.00 / MBF
Red Oak	23.8	MBF	\$	107.00 / MBF
Red Pine	22.0	MBF	\$	144.00 / MBF
White Pine	34.6	MBF	\$	114.00 / MBF
Pulpwood				
Balsam Fir	4	Cords	\$	25.60 / Cord
Mixed Aspen	865	Cords	\$	25.70 / Cord
Mixed Hardwood	192	Cords	\$	21.65 / Cord
Red Oak	54	Cords	\$	35.80 / Cord
Red Pine	29	Cords	\$	66.00 / Cord
White Pine	91	Cords	\$	24.10 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 13.24 percent. There are an estimated 1,455 cords on this timber sale, plus or minus 193 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 \$4,261.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
  - (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
  - (b) The remainder is due before cutting begins.
  - (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

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2027.

#### **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.

VOL	UME		STATISTICAL RA	ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM MAXIMUM	
114,960	1,455	13.24%	1,262	1,648

#### **VDU VOLUMES**

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

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
22	114,960	1,455	13.25%	1,262	1,648
TOTAL:	114,960	1,455		1,262	1,648

#### **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
22	41.0	1	41.0
TOTAL:	41.0		41.0

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Pulpwood	865	Cords	41.0	\$42,609.00
	B. T. Aspen		858	Cords		
	Quaking Aspen		7	Cords		
	Mixed Hardwood		192	Cords		
	Beech		5	Cords		
	Red Maple		187	Cords		
	Red Oak		54	Cords		
	Red Pine		29	Cords		
	White Pine		91	Cords		
8	B. T. Aspen	Sawtimber	7.5	MBF	14.3	\$14,967.25
	Red Oak		23.8	MBF		
	Red Pine		22.0	MBF		
	White Pine		34.6	MBF		
	Balsam Fir	Pulpwood	4	Cords		
		TOTAL:	87.9	MBF		
		TOTAL:	1,235	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Finkle is Elkhorn Sale Number: 53-002-23 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 paint along with red painted X's. Exterior sale boundary lines against state are marked with red paint. Retention patches are marked with red painted X's; no harvesting activities may occur within these areas. The painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all trees that are two (2) inches or more at DBH except for oak 22" or larger at DBH and red pine that are 20" or larger at DBH. Additionally, any trees marked with green paint above and below stump height are not included timber and are to be protected. Do not cut any unmerchantable pine or oak saplings. Special protection trees identified in accordance with condition 3.4.2, within clearcutting unit boundaries, are not Included Timber and are to be protected.

#### 2.2 - Utilization

#### 2.2.6 - Roundwood operation required (3/21)

The skidding of whole trees or tree segments with limbs attached is prohibited within the Sale Area. All products must be produced as roundwood and forwarded to existing roads or landing areas in final product length.

#### 2.2.9 - No chipping permitted (12/08)

Within Payment Unit(s) 1, no chipping is permitted.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1, may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

#### 3.4 - 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. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 10 % of trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber. In addition, extreme care should be taken to avoid damage to oak and red pine seedlings.

#### 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 oak that are 22" or greater at DBH, pine that are 20" or greater at DBH, cedar, hemlock, white oak, or any trees marked with green paint. If the Purchaser's operations have cut or damaged special protection trees through carelessness, the Purchaser shall pay \$500 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.

#### 4.1.12 - 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

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.10 - No slash in openings (5/10)

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

#### 5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, any oak that is cut within the Sale Area, shall be left with the unmerchantable top(s) from the same oak tree or adjacent tree(s) bunched up and centered onto the oak stump. This is to reduce the likelihood of elk or deer browsing on oak sprouts.

Otherwise, bunched tops within the cutting area shall be broken up and scattered. To facilitate aspen regeneration, the Sale Area shall be left with all other unmerchantable tops or slash evenly distributed.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

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

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

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

To improve horizontal cover habitat for snowshoe hare, grouse, deer, and other species, the Purchaser is to push over one tree per every two acres. 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. Hardwood species like maple, aspen, and oak that are approximately 10" in diameter should be utilized for this application.

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

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

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

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

#### 5.4 - Soil Protection

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

Operations are to cease immediately if equipment and weather conditions result in rutting of roads and/or skid trails which is 12 inches or greater in depth and 25 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.

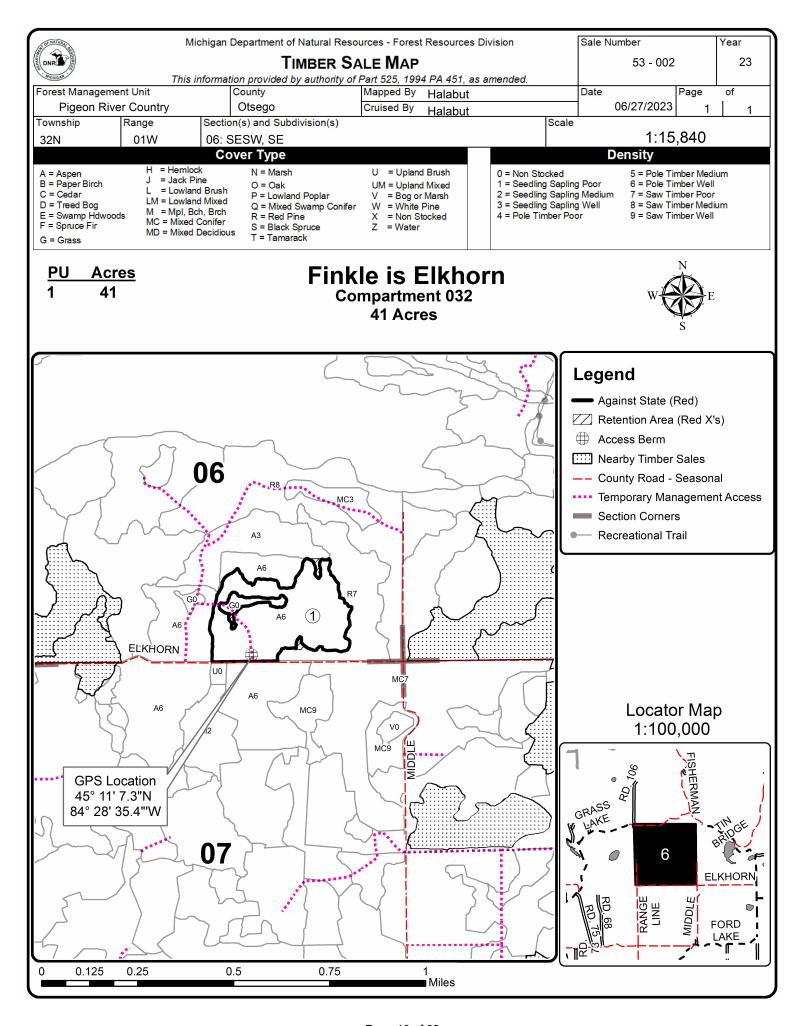
#### 6 - Safety and Fire Prevention

#### 6.2 - Signing

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

The Purchaser is responsible for posting and maintaining caution signs on Elkhorn Trail 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.

Section Name: Sale Specific Current as of 9/8/2023 2:33:34PM



#### TIMBER SALE INFORMATION

Country Sedan Aspen (53-003-23)
T33N, R02W, SEC. 13.
Cheboygan County (Advertised Price \$137,960.05)

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

PRODUCTS & SPECIES	<b>ESTIMATE</b>	D UNITS*	ADV	ERTISED PRICE
Sawtimber				
Mixed Aspen	607.7	MBF	\$	56.00 / MBF
Red Maple	21.6	MBF	\$	60.00 / MBF
Red Pine	40.7	MBF	\$	144.00 / MBF
Sugar Maple	5.7	MBF	\$	315.00 / MBF
White Pine	24.2	MBF	\$	114.00 / MBF
Pulpwood				
Balsam Fir	43	Cords	\$	25.60 / Cord
Mixed Aspen	2,226	Cords	\$	25.70 / Cord
Mixed Hardwood	683	Cords	\$	21.65 / Cord
Red Pine	215	Cords	\$	66.00 / Cord
White Pine	198	Cords	\$	24.10 / Cord
White Spruce	8	Cords	\$	20.00 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 10.97 percent. There are an estimated 4,892 cords on this timber sale, plus or minus 537 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 \$13,796.00 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	7.3%
02	3.2%
03	9.7%
04	18.9%
05	15.9%
06	17.5%
07	16.7%
08	10.8%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 06/30/2027.

#### **SALE STATISTICS**

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

#### **SALE VOLUMES**

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

VOLUME		VOLUME		ANGE IN CORDS
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
386,452	4,892	10.97%	4,355	5,429

#### **VDU VOLUMES**

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

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
81	22,566	286	56.90%	123	448
86	170,436	2,157	16.91%	1,793	2,522
89	139,362	1,764	20.02%	1,411	2,117
93	34,883	442	39.74%	266	617
124	12,689	161	56.32%	70	251
281	6,516	82	73.49%	22	143
TOTAL:	386,452	4,892		3,685	6,099

#### **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
81	6.2	1	6.2
86	59.3	6	23.0
		7	22.0
		8	14.3
89	43.8	4	23.8
		5	20.0
93	13.3	3	13.3
124	6.5	2	6.5
281	4.5	1	4.5
TOTAL:	133.6		133.6

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Mixed Aspen	Sawtimber	23.6	MBF	10.7	\$10,028.00
	B. T. Aspen		23.6	MBF		
	Red Maple		0.7	MBF		
	Balsam Fir	Pulpwood	21	Cords		
	Mixed Aspen	'	296	Cords		
	B. T. Aspen		263	Cords		
	Quaking Aspen		33	Cords		
	Mixed Hardwood		24	Cords		
	Beech		21	Cords		
	Red Maple	0 " 1	3	Cords	0.5	<b>*</b> 4 400 00
2	Mixed Aspen	Sawtimber	2.2	MBF	6.5	\$4,423.60
	B. T. Aspen		2.2	MBF		
	Red Pine		1.5	MBF		
	Mixed Aspen	Pulpwood	96	Cords		
	B. T. Aspen		96	Cords		
	Mixed Hardwood		40	Cords		
	Red Maple		40	Cords		
	Red Pine		7	Cords		
	White Pine		12	Cords		
3	Mixed Aspen	Sawtimber	49.6	MBF	13.3	\$13,394.25
J	B. T. Aspen	Cawtillibel	47.0	MBF	10.0	Ψ10,004.20
	1			MBF		
	Quaking Aspen		2.6			
	Red Maple		10.5	MBF		
	Sugar Maple		5.7	MBF		
	White Pine		6.4	MBF		
	Mixed Aspen	Pulpwood	58	Cords		
	B. T. Aspen		55	Cords		
	Quaking Aspen		3	Cords		
	Mixed Hardwood		181	Cords		
	Beech		18	Cords		
	Ironwood		16	Cords		
	Red Maple		115	Cords		
	Sugar Maple		32	Cords		
	Red Pine		30	Cords		
	White Pine		3	Cords		
4		Carretinals an			22.0	<b>#20.44E.0E</b>
4	Mixed Aspen	Sawtimber	162.1	MBF	23.8	\$26,115.25
	B. T. Aspen		162.1	MBF		
	Red Maple		1.3	MBF		
	Red Pine		0.7	MBF		
	White Pine		2.2	MBF		
	Mixed Aspen	Pulpwood	479	Cords		
	B. T. Aspen		479	Cords		
	Mixed Hardwood		95	Cords		
	Beech		4	Cords		
	Paper Birch		6	Cords		
<u> </u>	Red Maple		82	Cords		
	Sugar Maple		3	Cords		
·			Ī			
	Red Pine		23	Cords		
White Pine			30	Cords		
5	Mixed Aspen	Sawtimber	136.3	MBF	20.0	\$21,949.85
	B. T. Aspen		136.3	MBF		
	Red Maple		1.1	MBF		
	Red Pine		0.6	MBF		
	White Pine		1.9	MBF		
	Mixed Aspen	Pulpwood	403	Cords		
	B. T. Aspen		403	Cords		
	1	l .	<u> </u>	Dogo 12 of	l .	1

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
5 con't	Mixed Hardwood	Pulpwood	79	Cords		
	Beech		4	Cords		
	Paper Birch		5	Cords		
	Red Maple		68	Cords		
	Sugar Maple		2	Cords		
	Red Pine		19	Cords		
	White Pine		26	Cords		
6	Mixed Aspen	Sawtimber	90.7	MBF	23.0	\$24,103.35
	B. T. Aspen		87. <i>4</i>	MBF		
	Quaking Aspen		3.3	MBF		
	Red Maple		3.1	MBF		
	Red Pine		14.7	MBF		
	White Pine		5.3	MBF		
	Balsam Fir	Pulpwood	9	Cords		
	Mixed Aspen		347	Cords		
	B. T. Aspen		291	Cords		
	Quaking Aspen		56	Cords		
	Mixed Hardwood		103	Cords		
	Ironwood		2	Cords		
	Red Maple		99	Cords		
	Sugar Maple		2	Cords		
	Red Pine		53	Cords		
	White Pine		49	Cords		
			3			
_	White Spruce	0 1: 1		Cords	00.0	400.070.50
7	Mixed Aspen	Sawtimber	86.8	MBF	22.0	\$22,978.50
	B. T. Aspen		83.6	MBF		
	Quaking Aspen		3.2	MBF		
	Red Maple		3.0	MBF		
	Red Pine		14.1	MBF		
	White Pine		5.1	MBF		
	Balsam Fir	Pulpwood	8	Cords		
	Mixed Aspen		331	Cords		
	B. T. Aspen		278	Cords		
	Quaking Aspen		53	Cords		
	Mixed Hardwood		98	Cords		
	Ironwood		2	Cords		
	Red Maple		94	Cords		
	Sugar Maple		2	Cords		
	Red Pine		50	Cords		
	White Pine		47	Cords		
	White Spruce		3	Cords		
8	Mixed Aspen	Sawtimber	56.4	MBF	14.3	\$14,967.25
	B. T. Aspen		54.3	MBF		
	Quaking Aspen		2.1	MBF		
	Red Maple		1.9	MBF		
	Red Pine		9.1	MBF		
	White Pine		3.3	MBF		
	Balsam Fir	Pulpwood	5	Cords		
	Mixed Aspen		216	Cords		
	B. T. Aspen		181	Cords		
	Quaking Aspen		35	Cords		
	Mixed Hardwood		63	Cords		
	Ironwood		1	Cords		
	Red Maple		61	Cords		
	Sugar Maple		1	Cords		

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
8 con't	White Pine	Pulpwood	31	Cords		
	White Spruce		2	Cords		
		TOTAL:	699.9	MBF		
		TOTAL:	3,373	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Country Sedan Aspen Sale Number: 53-003-23 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 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 X's; no harvesting activities may occur within these areas. Red, blue, and yellow painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, 2, and 4-8, cut all trees that are two (2) inches or more at DBH, except do not cut black cherry that are five (5) inches or more at DBH, any oak, or any trees marked with green paint. In addition, the following exceptions apply:

- Within Payment Unit 1, do not cut white pine, basswood, or spruce.
- Within Payment Units 2, 4 & 5, do not cut red or white pine that are fifteen (15) inches or more at DBH.
- Within Payment Units 6, 7 & 8, do not cut paper birch.

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

Within Payment Unit(s) 3, cut all trees that are two (2) inches or more at DBH, except do not cut oak, paper birch, or any trees marked with green paint above and below stump height. In addition, do not cut any black cherry trees that are greater than five (5) inches at DBH.

#### 2.2 - Utilization

#### 2.2.11 - Chipping restriction (9/14)

If chipping occurs on this sale, then no woody debris present on the ground at the start of the sale may be chipped. In addition, brush or chips may not be stored or stockpiled on-site for more than 30 days.

#### 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. No damage is acceptable to undesignated live merchantable trees. Within the Sale Area, if more than 10% of designated leave 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.

#### 3.6 - Payment Unit Cutting Schedule

#### 3.6.8 - Operating period (5/16)

Once cutting begins, operations must continue until all Payment Units are completed. This requirement is to reduce browse pressure throughout the Sale Area.

#### 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 (3/23)

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 contract prices or average prices, if not on the contract.

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

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

#### 4.2 - Maintenance

#### 4.2.4 - Grading (10/16)

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

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

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

#### 4.4 - Access

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

The access gate must be locked at all times. This is to prevent someone other than the Purchaser from going through the gate and being locked in.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed. Bunched tops within the cutting area shall be broken up and scattered. Stumps shall be cut low to the ground. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

#### 5.2.3.3 - Bark slippage restriction (3/09)

Within Payment Unit(s) 3, cutting and skidding are not permitted during the period of April 15 to July 15. This restriction is because of bark slippage.

#### 5.2.4 - Dead and Down Creation

#### 5.2.4.3 - Dead and down creation, dead trees (6/07)

Except as provided for in General Condition and Requirement 5.2.2, no dead trees, standing or down, are to be cut, skidded, or processed.

#### 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 all trees marked with an orange or yellow X. 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.

#### 5.2.38 - 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 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 5.5 - Protection of Improvements

#### 5.5.3 - Protection of improvements detail (10/13)

The following are specific protection measures for this sale:

Survey corners with witness trees are present along the western and southern edges of the Sale Area. Witness trees are marked with red paint and must be protected from damage. In addition, a wire fence is present on private property along the west, south, and north boundaries of the Sale Area. No slash or logging debris may be left hanging on the fenceline.

#### 5.8 - Protection of Endangered Species

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

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

An additional zone of five chains (ten chains centered on the active nest tree) will be established in which there is no management activity from March 15 to July 15 (NLP). 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.

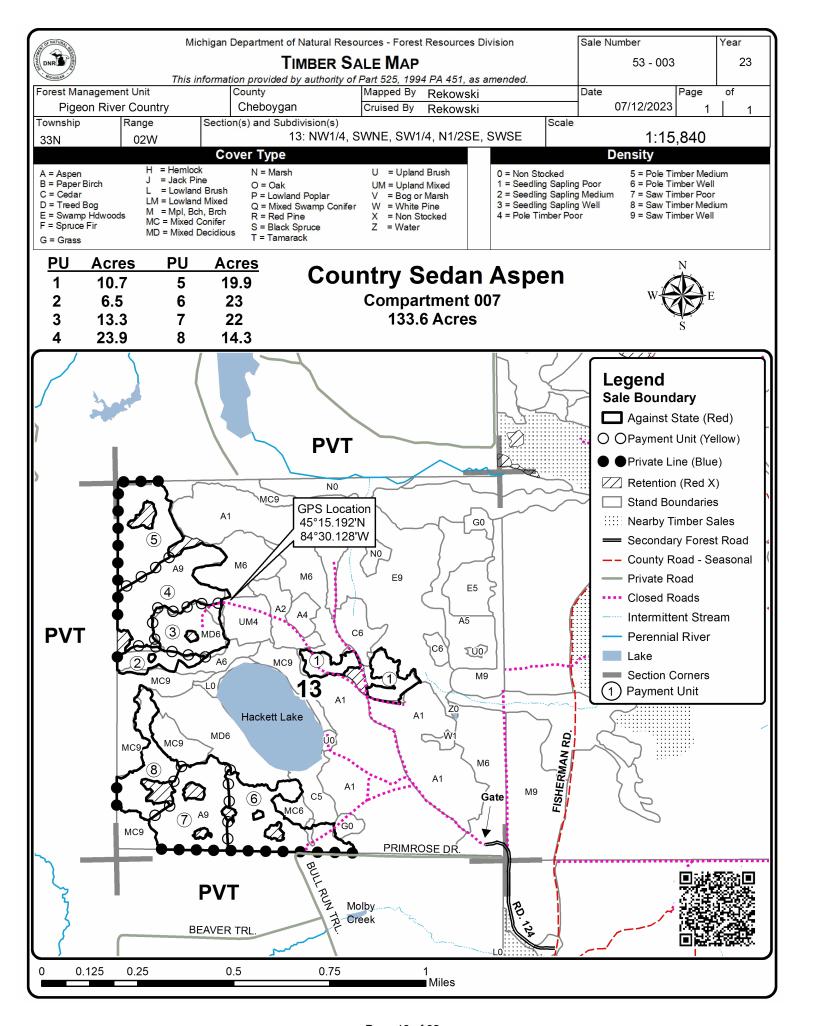
#### 8 - Performance and Settlement

#### 8.3 - Uncompleted or Terminated Contracts

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

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

Section Name: Sale Specific Current as of 9/14/2023 8:25:04AM



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#### TIMBER SALE INFORMATION

#### Blue Oakster Cult (53-019-23) T32N, R01E, SEC. 7.

Montmorency County (Advertised Price \$2,469.00)

SALE NOTE: This is a salvage harvest due to the Blue Lakes Fire in May of 2022. Note that misc. species 1 is dead red & white oak and misc. species 2 is dead red maple. All dead trees were cruised as pulpwood only.

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

PRODUCTS & SPECIES	<b>ESTIMATED</b>	ESTIMATED UNITS*		ERTISED PRICE
Sawtimber				
Red Oak	7.6 N	MBF	\$	182.00 / MBF
Pulpwood				
Misc. Species 1	287 (	Cords	\$	1.00 / Cord
Misc. Species 2	47 (	Cords	\$	1.00 / Cord
Mixed Oak	21 (	Cords	\$	35.80 / Cord

<sup>\*</sup> The total volume is statistically estimated within plus (+) or minus (-) 26.68 percent. There are an estimated 364 cords on this timber sale, plus or minus 97 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 \$247.00 to insure faithful performance of the conditions of the contract will be deposited by the successful bidder within 21 days of the sale award.
- 2. Cutting in any sale or unit without the required advance payment would be considered a trespass.
- 3. Total payment must be paid in advance or according to the following schedule:
- (a) Ten percent (10%) of the sale value must be paid within 21 days of the sale award.
- (b) The remainder is due before cutting begins.
- (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

1

100.0%

- 4. If no cutting takes place, the 10% down payment will not be refunded.
- 5. Operations on the contract issued will terminate on 12/31/2026.

#### **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.

VOL	UME		STATISTICAL RANGE IN CORDS		
TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM	
28,774	364	26.68%	267	461	

#### **VDU VOLUMES**

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

	VOLUME			RANGE II	N CORDS
VDU	TOTAL CUBIC FEET	TOTAL CORDS	PERCENT ERROR	MINIMUM	MAXIMUM
52	28,774	364	26.69%	267	461
TOTAL:	28,774	364		267	461

#### **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
52	44.4	1	44.4
TOTAL:	44.4		44.4

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

PU	MARKET GROUP	PRODUCT	QUANTITY	UNIT	ACRES	ADVERTISE PRICE
1	Red Oak	Sawtimber	7.6	MBF	41.0	\$42,609.00
	Misc. Species 1	Pulpwood	287	Cords		
	Misc. Species 2		47	Cords		
	Mixed Oak		21	Cords		
	White Oak	Sawtimber	2.1	MBF		
	Red Oak	Pulpwood	13	Cords		
	White Oak		4	Cords		
		TOTAL:	7.6	MBF		
		TOTAL:	355	Cords		

#### Sale Specific Conditions & Requirements

Sale Name: Blue Oakster Cult Sale Number: 53-019-23 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 paint. Exterior sale boundary lines against state are marked with red paint. Red painted boundary line trees are not Included Timber and are to be protected.

#### 2 - Timber Specifications

#### 2.1 - Included Timber

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

Within Payment Unit(s) 1, cut all live and dead oak, aspen, and red maple trees that are two (2) inches or more at DBH, except do not cut trees marked with green paint. In addition, do not cut any living or dead pine. Any white, red, or jack pine shall not be cut unless deemed necessary for access and skidding. Best efforts should be made to minimalize the cutting of these pine.

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

Note that misc Species 1 = dead red and white oak. Misc Species 2 = dead red maple. All dead trees were cruised as pulpwood only.

#### 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 4 inches for trees smaller than 10 inches DBH.

#### 3 - Payments

#### 3.3 - Pre-measured Sales

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

Payment Unit(s) 1 may be divided at the request of the Purchaser and upon approval of the Unit Manager. Dividing Payment Units is a contract modification which requires a Timber Sale Contract Amendment. There will be only one division per Payment Unit.

#### 3.4 - 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. No damage is acceptable to undesignated live or dead merchantable trees. Within the Sale Area, if more than 10% of designated leave trees (> 4.5" DBH) within a specified area of the sale are damaged, liquidated damages will be assessed for all trees damaged. It will be up to the Sale Administrator to determine if cut dead trees exceeds what is allowed in order for the purchaser to operate equipment. Rates will be in accordance with General Condition and Requirement 3.4 Damaged Timber.

#### 4 - Transportation

#### 4.1 - Construction

#### 4.1.3 - Slash and earthen piles (8/04)

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

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

Construction of new roads or improvements of existing roads shall be done in such a way as to minimize the environmental and visual impacts. Merchantable trees shall be cut and utilized unless otherwise directed. Non-merchantable trees shall be

severed and laid flat on the ground. Slash shall be scattered, and not left in windrows and kept a minimum of 10 feet back from the road edge. Stumps shall be set upright, not left on edge, and be moved at least 10 feet away from the road edge. Disturbed soil shall be feathered into the woods and not left in berms or windrows.

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

All new roads built into the sale must be blocked to vehicle traffic upon completion of the sale. Overgrown roads that are reopened shall be considered new roads. In general, this will require constructing a four (4') foot high berm of stumps and logs covered with earth. These roads must be rendered impassable to cars and trucks. Contact the Sale Administrator for specific details of design and placement.

#### 5 - Operations

#### 5.2 - Conduct of Operations

#### 5.2.1 - Slash

#### 5.2.1.11 - Slash for reforestation (3/21)

To facilitate reforestation, the Sale Area shall be left with slash evenly distributed with stumps cut low to the ground. However, any oak that is cut, shall have its top bunched up and laid on its own stump, or adjacent tops bunched up on a nearby cut oak stump. The top(s) shall be placed in a manner where a mound is centered on the stump that will facilitate stump sprouting regeneration. Processing sites shall not be left with a compacted layer of slash; tops from these sites shall be hauled back into the cut area and scattered.

#### 5.2.2 - Hazard Trees/Snags

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

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

#### 5.2.3 - Operating Restrictions

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

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

#### 5.2.32 - 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.

#### 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 25 feet in length. The Unit Manager or his/her representative may restrict hauling and/or skidding if ruts exceed the specified depth. With the Unit Manager or his/her representative's approval, the Purchaser may return to the area when the risk of rutting has decreased.

#### 5.4.2 - Skid trails (2/04)

Skid trails up and down slopes should be avoided. If however this is unavoidable, these trails will be left in a non-erodible condition using water bars, logs, and slash. Placing of slash on these skid trails while logging is ongoing may alleviate need for any further action. At the direction of the sale administrator, seed, fertilizer, and mulch may also be required.

#### 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 Blue Lakes Road prior to beginning operations. The road must be posted at appropriate distances from the Sale Area to warn of logging activity and truck traffic. Signs must be

removed when harvest operations are suspended or completed. The Purchaser will provide these signs.

#### 7 - Other Conditions

#### 7.2 - Extensions

#### 7.2.3 - Salvage extension (6/13)

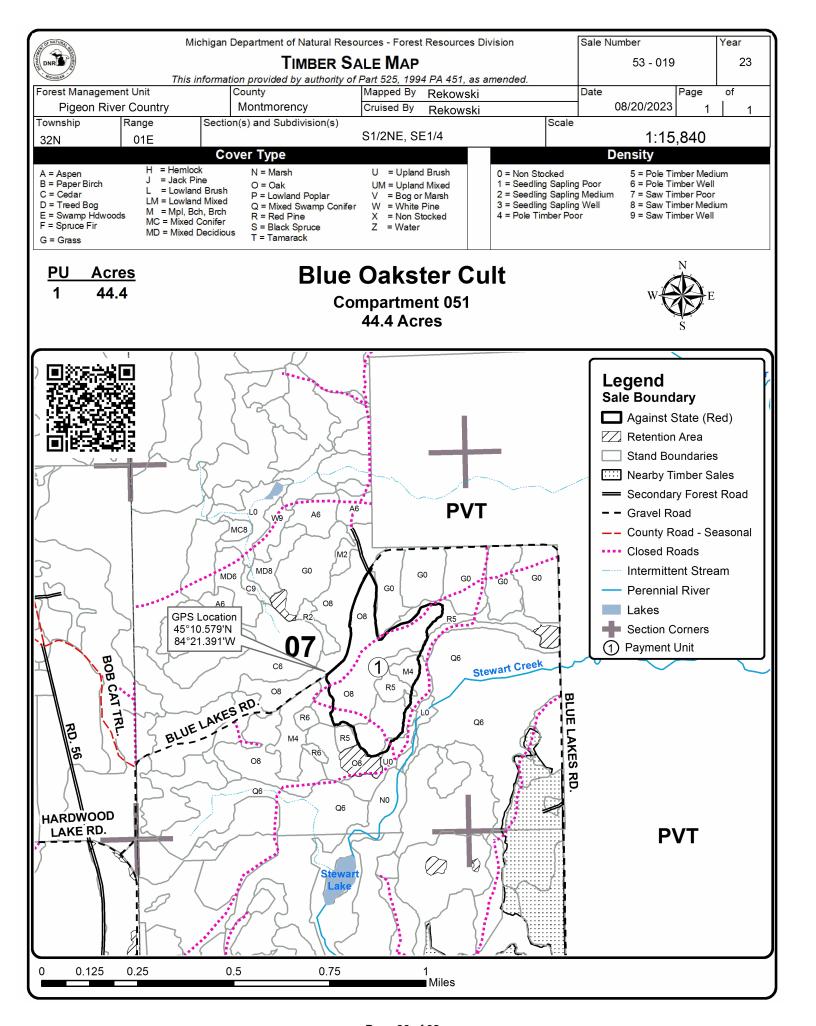
This is a salvage sale with a short contract length. The sale must be harvested promptly. One (1), twelve (12) month extension can be applied to one (1) other State Forest Timber Sale Contract owned by the purchaser or owned by one (1) designated sub-contractor of the Purchaser that works this contract. To qualify, the contract expiration date of the contract to be extended must be within twelve (12) months from the issue date of this contract. If this is the first extension on the other State Forest Timber Sale Contract, then the 5% extension fee will be waived. If this is an additional extension, the 10% fee will be reduced to 5%. The salvage extension must be used before this contract is closed-out. This specification does not alleviate the purchaser from any contractual obligations of the extended State Forest Timber Sale Contract. Per General Condition & Requirement 7.2, extensions are at the sole discretion of the DNR.

#### 7.5 - Loss

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

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

Section Name: Sale Specific Current as of 9/15/2023 2:56:19PM



TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

## Country Sedan Aspen (53-003-23) T33N, R02W, SEC. 13; Cheboygan COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on October 12, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	<u>ESTIMATED</u>	VOLUME*	ADVERTISED PRICE		BID PRICE/UNIT
Sawtimber					
Mixed Aspen	607.7	MBF	\$	56.00/MBF	\$
Red Maple	21.6	MBF	\$	60.00/MBF	\$
Red Pine	40.7	MBF	\$	144.00/MBF	\$
Sugar Maple	5.7	MBF	\$	315.00/MBF	\$
White Pine	24.2	MBF	\$	114.00/MBF	\$
Pulpwood					
Balsam Fir	43	Cords	\$	25.60/Cord	\$
Mixed Aspen	2,226	Cords	\$	25.70/Cord	\$
Mixed Hardwood	683	Cords	\$	21.65/Cord	\$
Red Pine	215	Cords	\$	66.00/Cord	\$
White Pine	198	Cords	\$	24.10/Cord	\$
White Spruce	8	Cords	\$	20.00/Cord	\$

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

FEDERAL ID: - \_\_\_\_ or SOCIAL SECURITY NUMBER:\_\_\_ -\_\_-

	Company or individual bidding:							
	Company representative's name:							
	Address:							
	City:	State:	Zip:					
IF AVAIL <i>A</i>	F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.							
Individual	ndividual or company representative's signature: Date:							
Phone nu	hone number : Email (optional):							

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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 10.97 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



### Michigan Department of Natural Resources Forest Resources Division

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

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

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

Please Check Appropriate Categories:

# 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.

١.	A. Sole Proprietorship (individual)	check <u>one</u> of the	boxes b	eiow):		
	B. ☐ Partnership					
	C.  Corporation					
2.	You <b>must</b> check <u>one</u> of the boxes below	<b>:</b>				
	A.  I certify my business is a sole proprieto Worker's Compensation Laws.	orship and it has no	employe	es but the sole propri	etor. I am not subject to the	
B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).						
	C.  I certify my business has a Worker's Conne (21) days of the contract award.	ompensation Policy	v. I will p	rovide an original Cer	tificate of Insurance within twenty	<b>'-</b>
3.	If you have checked item 2(A) or 2(B), yethan yourself, including family members					other
	Full-time Em	ployees			Part-time Employees	
Nan	me of Business		Federal	ID (or) Social Security N	lo.	
				,		
Add	dress		Telepho (	ne )		
City		State	ZIP			
	ereby certify that the above information is t factors affecting my coverage during any o				an DNR of any changes that c	ccur
5	Signature of Owner or Authorized Representative					
7	Title			Date		_
					· · · · · · · · · · · · · · · · · · ·	

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

## Finkle is Elkhorn (53-002-23) T32N, R01W, SEC. 6; Otsego COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on October 12, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	ADVERTISED PRICE		<b>BID PRICE/UNIT</b>
Sawtimber				
B. T. Aspen	7.5 MBF	\$	56.00/MBF	\$
Red Oak	23.8 MBF	\$	107.00/MBF	\$
Red Pine	22.0 MBF	\$	144.00/MBF	\$
White Pine	34.6 MBF	\$	114.00/MBF	\$
Pulpwood				
Balsam Fir	4 Cords	\$	25.60/Cord	\$
Mixed Aspen	865 Cords	\$	25.70/Cord	\$
Mixed Hardwood	192 Cords	\$	21.65/Cord	\$
Red Oak	54 Cords	\$	35.80/Cord	\$
Red Pine	29 Cords	\$	66.00/Cord	\$
White Pine	91 Cords	\$	24.10/Cord	\$

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

	FEDERAL ID: or SOCIAL SECURITY NUMBER:					
	Company or individ	lual bidding:				
	Company representative's name:					
	Address:					
				Zip:		
F AVAILABLE, PLEASE PLACE THE PERSONALIZED LABEL FROM YOUR PROSPECTUS IN THE ABOVE BOX.						
ndividual or company representative's signature: Date:						
Phone number : Email (optional):						

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

<sup>\*</sup>The volumes are statistically estimated within plus (+) or minus (-) 13.24 percent at 95% confidence level. These estimated volumes are final and not subject to adjustment. Prospective bidders are urged to examine this timber and to make their own estimates of quantity and quality.



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

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

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

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 sig	All Information must be typed or printed except for written signatures.			
Ple	Please Check Appropriate Categories:				
1.	<ul> <li>My business is organized as (you must check one of the both A. ☐ Sole Proprietorship (individual)</li> <li>B. ☐ Partnership</li> <li>C. ☐ Corporation</li> </ul>	oxes below):			
<ul> <li>You must check one of the boxes below:</li> <li>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.</li> </ul>					
	<ul> <li>B.   I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>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.</li> </ul>				
3.	If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, other than yourself, including family members and active partners (if none, you must enter "0").				
	Full-time Employees	Part-time Employees			
Nam	ame of Business	Federal ID (or) Social Security No.			
Add	ddress T (	elephone			
City	ity State Z	ZIP			
in fa _	hereby certify that the above information is true and correct. It is a factors affecting my coverage during any of my present and further Signature of Owner or Authorized Representative				
_					
T	Title	Date			

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

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

TIMBER SALE / SEALED BID STATE OF MICHIGAN / DNR

#### BID FORM

PIGEON RIVER COUNTRY MANAGEMENT UNIT PIGEON RIVER COUNTRY OFFICE

## Blue Oakster Cult (53-019-23) T32N, R01E, SEC. 7; Montmorency COUNTY

In response to the notice of sale to be held 9:00 a.m. (local time) on October 12, 2023, I am hereby submitting my sealed bid (firm offer) for the following forest products to be cut. Bids for individual species must be at or above the advertised price. All non-responsive bid forms may be rejected.

PRODUCTS & SPECIES	ESTIMATED VOLUME*	<u>AE</u>	OVERTISED PRICE	BID PRICE/UNIT
Sawtimber				
Red Oak	7.6 MBF	\$	182.00/MBF	\$
Pulpwood				
Misc. Species 1	287 Cords	\$	1.00/Cord	\$
Misc. Species 2	47 Cords	\$	1.00/Cord	\$
Mixed Oak	21 Cords	\$	35.80/Cord	\$

\*The volumes are statistically estimated within plus (+) or minus (-) 26.68 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 SOCIA	AL SECURITY NUMBER:			
	Company or individual bidding:			<u></u>		
	Company representative's name	:		<u></u>		
	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



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

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

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

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

<ul> <li>sale contract.</li> <li>In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted witwenty-one (21) days of the contract award and prior to the issuance of the timber sale contract.</li> <li>All Information must be typed or printed except for written signatures.</li> <li>Please Check Appropriate Categories:</li> <li>My business is organized as (you must check one of the boxes below): <ul> <li>A. □ Sole Proprietorship (individual)</li> <li>B. □ Partnership</li> <li>C. □ Corporation</li> </ul> </li> <li>You must check one of the boxes below: <ul> <li>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.</li> <li>B. □ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>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.</li> </ul> </li> </ul>		Part 5 of Act 451 of 1994, as amended.				
sale contract.  In addition, if boxes 2B or 2C are checked, then Notice of Exclusion or Certificate of Insurance must be submitted wit 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 o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-332-1195).  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 than yourself, including family members and active partners (if none, you must enter "0").  Full-time Employees  Part-time Employees  Federal ID (or) Social Security No.	VERIFICATION OF WORKER'S DISABILITY COMPENSATION ACT COMPLIANCE					
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 o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. □ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you must indicate the number of both full-time and part-time employees, of than yourself, including family members and active partners (if none, you must enter "0").  Part-time Employees  Part-time Employees  Part-time Employees	•					
Please Check Appropriate Categories:  1. My business is organized as (you must check one of the boxes below):  A.	•					
1. My business is organized as (you <b>must</b> check <u>one</u> of the boxes below):  A. ☐ Sole Proprietorship (individual)  B. ☐ Partnership  C. ☐ Corporation  2. You <b>must</b> check <u>one</u> of the boxes below:  A. ☐ I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.  B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twentyone (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, of than yourself, including family members and active partners (if none, you must enter "0").  Full-time Employees  Federal ID (or) Social Security No.  Address  Telephone  ( )	•	All Information must be typed or printed except for written signatures.				
A. Sole Proprietorship (individual)  B. Partnership C. Corporation  2. You <b>must</b> check <u>one</u> of the boxes below:  A. I certify my business is a sole proprietorship and it has no employees but the sole proprietor. I am not subject to the Worker's Compensation Laws.  B. I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).  C. I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-one (21) days of the contract award.  3. If you have checked item 2(A) or 2(B), you <b>must</b> indicate the number of <b>both</b> full-time and part-time employees, of than yourself, including family members and active partners (if none, you must enter "0").  Full-time Employees  Federal ID (or) Social Security No.	Ple	ase Check Appropriate Categories:				
A.	1.	A. Sole Proprietorship (individual)  B. Partnership				
than yourself, including family members and active partners (if none, you must enter "0"). Full-time EmployeesPart-time Employees  Name of Business Federal ID (or) Social Security No.  Telephone ( )	2.	<ul> <li>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.</li> <li>B. ☐ I certify my business has satisfied its o bligation to the Worker's Compensation Act through the use of an approved Notice of Exclusion (BWC-337, Rev. 5/96). I will provide a copy of the Notice of Exclusion within 21 days of the contract award. (For questions or a copy of the BWC-337, please call the Worker's Compensation Bureau at 517-322-1195).</li> <li>C. ☐ I certify my business has a Worker's Compensation Policy. I will provide an original Certificate of Insurance within twenty-</li> </ul>				
Name of Business  Federal ID (or) Social Security No.  Address  Telephone ( )	3.					
Address Telephone ( )		Full-time EmployeesPart-time Employees				
( ' )	Name of Business			Federal ID (or) Social Security No.		
City State ZIP	Address			Telephone ( )		
	City		State	ZIP		

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

I hereby certify that the above information is true and correct. I agree to notify the Michigan DNR of any changes that occur

Date

in factors affecting my coverage during any of my present and future operations.

Signature of Owner or Authorized Representative

Title

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